



Town Council Regular Meeting
Tuesday, May 13, 2025, 7:00 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. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/82918442465> (Telephone: 1-719-359-4580; Webinar ID: 829 1844 2465).

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. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - APRIL 8 AND APRIL 30, 2025

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

- A. PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)
- B. BRECKENRIDGE TOURISM OFFICE UPDATE

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2025
 - 1. COUNCIL BILL NO. 6, SERIES 2025 - AN ORDINANCE AMENDING AND REPLACING TITLE 4, CHAPTER 5, OF THE BRECKENRIDGE TOWN CODE REGARDING RETAIL TOBACCO BUSINESS LICENSING

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2025
 - 1. COUNCIL BILL NO. 7, SERIES 2025 - AN ORDINANCE APPROVING AN EXTENSION TO A DEVELOPMENT AGREEMENT WITH CHRISTIE HEIGHTS PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP (EXTENDED VESTED PROPERTY RIGHTS – CUCUMBER CREEK ESTATES) (FIRST READING)
- B. RESOLUTIONS, SERIES 2025
- C. OTHER

VII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS
- B. RUNWAY NEIGHBORHOOD MASTER PLAN TOWN PROJECT HEARING

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE
- C. BRECKENRIDGE TOURISM OFFICE
- D. BRECKENRIDGE HISTORY
- E. BRECKENRIDGE CREATIVE ARTS
- F. CML ADVISORY BOARD UPDATE
- G. SOCIAL EQUITY ADVISORY COMMISSION
- H. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR MAY, JUNE AND JULY

XII. ADJOURNMENT

D) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of April 8, 2025, to order at 7:00pm. The following members answered roll call: Marika Page, Jay Beckerman, Todd Rankin, Steve Gerard, Carol Saade, Dick Carleton and Mayor Kelly Owens.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – March 25, 2025

With no changes or corrections to the meeting minutes of March 25, 2025, Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated there were two changes to the agenda, which were to add a proclamation after Communications to Council and removing Council Bill No. 7, Series 2025.

IV) COMMUNICATIONS TO COUNCIL

A) PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

Mayor Owens opened Public Comment.
With no comments, Mayor Owens closed Public Comment.

B) BRECKENRIDGE SKI RESORT UPDATE

Jon Copeland, COO of Breckenridge Ski Resort, stated the season has gone well and they are at 100% snow levels. He stated they have held multiple junior and senior events, as well as activations. He stated they will be closing Peak 9 this weekend and will keep the ski-back open longer, with a closing day of May 11. He also stated the focus has been on employee engagement this year, with monthly dinners and BBQs as well as other events. Copeland stated the resort recognized long-term employees recently and also put together a donation service where employees could donate old gear. Copeland stated next year will have big events opening weekend, and they will be working to spread out events throughout the year. He stated the pond skim has been extended to two days, and they are already looking to summer activities starting June 13. Copeland stated a big change this year will be large capital projects during the summer. Mayor Owens stated she has heard it has been a great season and thanked him for his work.

C) BRECKENRIDGE TOURISM OFFICE

Lucy Kay, Director of the BTO, stated the lodging data is showing -18 percent down in the summer, although it's a smaller set of data than typical. She stated she believes 5-10 percent down would be closer with a data adjustment. Kay stated international travel is seeing a significant drop, which will make a big difference in the travel markets. She further stated national marketing companies are doing the right thing with a focus on upcoming major sports competitions and USA road trips. She stated the BTO will be using the Town's website signups for intercept surveys, and Tessa Breder will be an advisor for a program at CU Leeds School of Business. Kay stated planning continues for Mountain Pride. Also, Summer Preview will take place this Thursday at Town Hall, and a new website launches by the end of this month.

V) NATIONAL PUBLIC SAFETY TELECOMMUNICATION WEEK PROCLAMATION

Mayor Owens read the proclamation into record.
Michael Berry, Director of the Summit County 911 Dispatch Center, thanked Council for the proclamation.

VI) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2025

1) COUNCIL BILL NO. 5, SERIES 2025 - AN ORDINANCE REPEALING AND REPLACING ORDINANCE 12, SERIES 2023 TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES
Mayor Owens read the title into the minutes. Keely Ambrose, Town Attorney, stated this ordinance is considered a housekeeping ordinance that will reorganize that section of code to make it easier to use for staff, and there are no changes to the ordinance from first reading.

Mayor Owens opened the public hearing.

There were no public comments and the hearing was closed.

Council Member Rankin moved to approve COUNCIL BILL NO. 5, SERIES 2025 - AN ORDINANCE REPEALING AND REPLACING ORDINANCE 12, SERIES 2023 TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES. Council Member Saade seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2025

1) COUNCIL BILL NO. 6, SERIES 2025 - AN ORDINANCE AMENDING AND REPLACING TITLE 4, CHAPTER 5, OF THE BRECKENRIDGE TOWN CODE REGARDING RETAIL TOBACCO BUSINESS LICENSING

Mayor Owens read the title into the minutes. Deputy Town Manager Scott Reid stated this ordinance would prohibit the sale of flavored nicotine. He further stated second reading would occur on May 13th.

Mayor Owens opened the public hearing.

Josie Burnett, from Summit High School, stated she is here on behalf of the students at Summit High School and spoke in favor of the ordinance.

James Rivera, representing YESS, spoke in favor of the ordinance, which would discourage daily use. He also stated the dangers of daily use are harmful.

Roxanne Alverado, representing YESS, spoke in favor of the ordinance. She stated she has seen the changes in behavior due to nicotine addiction. She further stated flavored products are a huge reason why teens start using the products and the tobacco industry is targeting youth with these products. Alverado spoke about health risks and stated we have a duty to protect youth in our town.

Jodi Radke, regional director for the campaign for tobacco free kids, spoke in favor of the ordinance and stated this is an important step, and with the cuts at the CDC this is even more important. She stated that in Denver, Golden and other communities flavor bans work. She stated the innovation in products means there are more options and flavors for kids, and the industry knows that the kids are starting use because they are flavored.

Eric Heydorn, of the American Heart Association, spoke in favor of the ordinance. He stated the flavors make it easier for kids to start using and lead to long-term addiction. He also stated tobacco damages hearts and causes heart problems, and flavor vapes and other products are not alternatives to smoking. He thanked the Council for this ordinance.

There were no additional public comments and the hearing was closed.

Council Member Rankin moved to approve COUNCIL BILL NO. 6, SERIES 2025 - AN ORDINANCE AMENDING AND REPLACING TITLE 4, CHAPTER 5, OF THE BRECKENRIDGE TOWN CODE REGARDING RETAIL TOBACCO BUSINESS LICENSING. Council Member Gerard seconded the motion.

The motion passed 7-0.

B) RESOLUTIONS, SERIES 2025

1) RESOLUTION NO. 5, SERIES 2025 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE TOWN OF BRECKENRIDGE TO PARTICIPATE IN THE INTERMOUNTAIN REGIONAL PLANNING COMMISSION

Mayor Owens read the title into the minutes. Public Works Director James Phelps stated this resolution would add to the IMTPR two new stakeholders in the Town of Keystone and the Eagle Valley Transit Authority.

Mayor Owens opened the public hearing.

There were no public comments and the hearing was closed.

Council Member Rankin moved to approve RESOLUTION NO. 5, SERIES 2025 -

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE TOWN OF BRECKENRIDGE TO PARTICIPATE IN THE INTERMOUNTAIN REGIONAL PLANNING COMMISSION. Council Member Carleton seconded the motion.

The motion passed 7-0.

- 2) RESOLUTION NO. 6, SERIES 2025 – 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.

Mayor Owens read the title into the minutes. Community Development Director Mark Truckey stated State Statutes require the Town adopt the 3-Mile Comprehensive Plan annually to serve as the annexation plan for the Town.

Mayor Owens opened the public hearing.
There were no public comments and the hearing was closed.

Council Member Rankin moved to approve RESOLUTION NO. 6, SERIES 2025 - 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. Council Member Gerard seconded the motion.

The motion passed 7-0.

- C) OTHER

VII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS

Mayor Owens declared the Planning Commission Decisions would stand approved as presented.

VIII) REPORT OF TOWN MANAGER AND STAFF

Reports of Town Manager and Staff were covered during the afternoon work session.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

Reports of Mayor and Council were covered during the afternoon work session.

- A. CAST/MMC

- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION

- C. BRECKENRIDGE TOURISM OFFICE

- D. BRECKENRIDGE HISTORY

- E. BRECKENRIDGE CREATIVE ARTS

- F. CML ADVISORY BOARD UPDATE

- G. SOCIAL EQUITY ADVISORY COMMISSION

- H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE

X) OTHER MATTERS

Most other matters were covered during the afternoon work session.

Town Manager Haynes stated we will likely have a special meeting on April 30th.

XI) SCHEDULED MEETINGS

- A) SCHEDULED MEETINGS FOR MARCH, APRIL AND MAY

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:39pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor

DRAFT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the Special Meeting of April 30, 2025, to order at 11:30am. The following members answered roll call: Steve Gerard, Marika Page, Jay Beckerman, Carol Saade, Todd Rankin, Dick Carleton and Mayor Kelly Owens.

II) EXECUTIVE SESSION FOR LEGAL ADVICE, NEGOTIATIONS, AND PROPERTY ACQUISITIONS

Council entered the Executive Session. Upon exiting the Executive Session, the Town Attorney stated Council has the opportunity to purchase a certain real property, that cannot be named, and the Council must make a decision on whether or not to purchase the property at this time. Mayor Owens thanked staff that helped them make the best decision about how to proceed with information. Council Member Gerard made a motion to exercise the right to withdraw from the purchase agreement. Council Member Saade seconded the motion. The motion passed unanimously.

III) DISCUSSION

A. RUNWAY NEIGHBORHOOD DEVELOPER AGREEMENT

Laurie Best, Housing Director, stated Council wanted to discuss budget and ADUs, and other parts of the proposed agreement prior to the next regular meeting. The Town Attorney stated that some details may be better discussed in Executive Session as they are part of a negotiation.

IV) EXECUTIVE SESSION FOR LEGAL ADVICE AND NEGOTIATIONS

Council entered the Executive Session. Upon exiting the Executive Session, Mayor Owens stated that there are too many questions to make a decision at this time so Council will be having a work session at the next meeting about details. Council Member Beckerman asked for additional scenarios for the ADUs from staff. Council Member Carleton asked for an update on the School District negotiations in the next meeting.

V) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 1:39 pm. Submitted by Tara Olson, CMC, Deputy Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor



TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Shannon Haynes, Town Manager
Date: 4/14/2025 (for 5/13/2025 meeting)
Subject: Amended and Restated Retail Tobacco Product Licensing Ordinance (Second Reading)

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | More Boots & Bikes, Less Cars | <input type="checkbox"/> | Leading Environmental Stewardship |
| <input type="checkbox"/> | Deliver a Balanced Year-Round Economy | <input type="checkbox"/> | Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> | Organizational Need | | |

Summary

Staff is presenting a revised Retail Tobacco Business Licensing ordinance for Council’s review and approval on second reading. As discussed at the work session on this item on 3/25/2025 and at the first reading on 4/8/2025, the revisions include a prohibition on the sale of flavored nicotine/tobacco products as well as a prohibition on discounts on the sale of tobacco products, but does not include any distance requirements, caps on the number of licenses, or a prohibition on the sale of tobacco products by pharmacies, which would include businesses with a pharmacy.

Background

The Town of Breckenridge began regulating nicotine products via retailer licenses in 2019 after Colorado House Bill 19-1033 provided authority to counties and municipalities to license nicotine sellers and impose local taxes on tobacco and nicotine products. In 2019, Summit County voters approved a tax on nicotine products, resulting in an initial tax of \$4 per pack of cigarettes and a 40% tax on all other nicotine products, effective January 1, 2020. In addition, the tax was allowed to increase by 10% per year for four years beginning on January 1, 2021. In 2019, the Town entered into an Intergovernmental Agreement with Summit County and the other municipalities in Summit County with commercial tobacco sales to cooperatively administer the tobacco sales tax. The Town of Breckenridge uses revenues from the tobacco sales tax to fund public health tobacco prevention and cessation efforts and non-profits that work on social determinants of health.

At the October 22, 2024 Town Council meeting, a group of local high school students came before Town Council to request that the Town adopt a ban on “flavored” nicotine products. These products have been shown to obscure the flavor of the tobacco, appeal to younger demographics, and serve as a gateway product leading to early addiction and lifelong nicotine use.

Town staff, working with Summit County’s Health Promotion and Prevention Specialist, as well as with a state of Colorado sponsored group from CU-Anschutz, prepared a draft ordinance for Council’s review and discussion at its March 25, 2025 meeting and during first reading on April 8, 2025. This draft ordinance language is consistent with the ordinances being considered by other municipalities in Summit County.

Public outreach/engagement

This topic has been discussed several times among the managers for the other jurisdictions in Summit County including the Towns of Frisco, Silverthorne, Keystone and Dillon, who are all in various stages of adopting a revised version of the ordinance. The Town of Dillon has already passed their version of this ordinance on second reading which will take effect on January 1, 2026. The Towns of Silverthorne, Frisco, and Keystone are also in the process of considering these ordinance changes, with an overall goal of having generally consistent

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

tobacco and nicotine regulations. Summit County cannot adopt these revised regulations because they do not have the statutory authority to do so.

The Town Manager also met with representatives for 7-11 and discussed the potential impact the proposed changes would have on retailers who carry tobacco products and 7-11 in particular. The 7-11 representatives urged the Town to focus on enforcing current regulations and consider an ordinance that adopts current Federal prohibitions on flavored nicotine/tobacco. Currently, local jurisdictions do not have authority to enforce Federal laws. Representatives from 7-11 asked for this consideration, which would allow them to continue to sell some flavors.

The Town's Liquor and Marijuana Licensing Authority (LMLA), which is also the tobacco business licensing authority for the Town, was consulted on the proposed changes. The LMLA supported the prohibition on flavored nicotine and tobacco products and provided some helpful feedback about ensuring there is sufficient outreach to local businesses prior to the effective date. The Town currently has nine (9) active tobacco business licenses, which is a reduction of six (6) from the number of businesses selling tobacco and nicotine products that existed at the time licensing was adopted in 2019. The LMLA did not have a strong stance on whether to implement caps on the number of tobacco business licenses available within the Town but expressed overall comfort with the number of existing licensed businesses.

Financial Implications

If passed, the Town will see a reduction in sales of nicotine products, and therefore a reduction in sales tax generation. The cost of enforcing the ordinance is covered by the license fees paid by retailers.

Equity Lens

In a presentation by Tracy Doyle at the Colorado School of Public Health, prohibiting the sale of flavored tobacco and nicotine products was identified as a key strategy for reducing tobacco use and tobacco related health disparities, which disproportionately impact certain communities. Prohibiting the sale of flavored tobacco products will positively impact local youth by making tobacco products less attractive and harder to access. Regarding health disparities, Ms. Doyle noted that smoking-related health issues disproportionately impact communities of color, LGBTQ, and other marginalized groups.

While intending to reduce the youth use, these policy changes will have a notable impact on individuals already addicted to tobacco products. To mitigate that impact, it will be important for the Town to continue to support local cessation efforts.

Staff Recommendation

Staff recommends that the Council review and approve the proposed ordinance on second reading, with an effective date of January 1, 2026. There have been no substantive changes to the ordinance since first reading.

AN ORDINANCE AMENDING AND REPLACING TITLE 4, CHAPTER 5, OF THE BRECKENRIDGE TOWN CODE REGARDING RETAIL TOBACCO BUSINESS LICENSING.

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

Section 1. That the entirety of Title 4, Chapter 5, Entitled "Retail License," of the Breckenridge Town Code shall be amended and replaced as follows:

RETAIL TOBACCO BUSINESS LICENSING

SECTION:

- 4-5-1: Short title**
- 4-5-2: Authority**
- 4-5-3: Legislative intent**
- 4-5-4: Definitions**
- 4-5-5: License required**
- 4-5-6: Limits on license eligibility**
- 4-5-7: Prohibited licensees**
- 4-5-8: License authority powers and duties**
- 4-5-9: Application for license**
- 4-5-10: Town clerk's review of Application**
- 4-5-11: Decision by licensing authority**
- 4-5-12: Standard conditions of license**
- 4-5-13: Authority to impose additional conditions on license**
- 4-5-14: Contents of license**
- 4-5-15: License not transferable or assignable**
- 4-5-16: Duration of license**
- 4-5-17: Renewal of license**
- 4-5-18: License fees**
- 4-5-19: Licensee's specific duties and obligations**
- 4-5-20: License denials and hearings**
- 4-5-21: Prohibited acts**
- 4-5-22: Compliance checks, coordination with state**
- 4-5-23: Fines, suspension, revocations**
- 4-5-24: Injunctive relief, abatement as nuisance, other remedies**
- 4-5-25: No town liability**
- 4-5-26: Designated use of license fees**
- 4-5-27: Rules and regulations**

1 **4-5-1: SHORT TITLE: RETAIL TOBACCO BUSINESS LICENSING**

2 This chapter shall be known and may be cited as the "Town of Breckenridge Retail Tobacco
3 Business Licensing Ordinance."

4 **4-5-2: AUTHORITY**

5 The town council finds, determines, and declares that it has the power to adopt this chapter
6 pursuant to:

7 A. Section [31-17-501](#), Colorado Revised Statutes (concerning municipal regulation of
8 businesses);

9 B. Section [31-15-401\(1\)\(c\)](#), Colorado Revised Statutes (concerning the power to declare and
10 abate nuisances);

11 C. The Local Government Land Use Control Enabling Act, Article 20 of Title 29, C.R.S.;

12 D. Article 7 of Title 44, C.R.S. (concerning the regulation of tobacco sales);

13 E. Section 18-13-121, C.R.S. (concerning furnishing cigarettes, tobacco products and nicotine
14 products to persons under twenty-one years of age);

15 F. Section 25-14-207, C.R.S. (concerning the regulation of smoking);

16 G. The authority granted to home rule municipalities by Article [XX](#) of the Colorado Constitution;
17 and

18 H. The powers contained in the Breckenridge Town Charter.

19 **4-5-3: LEGISLATIVE INTENT**

20 The intent and purpose of this chapter is to regulate the occupation or privilege of selling retail
21 tobacco products within the town so as to protect the public health and safety.

22 **4-5-4: DEFINITIONS**

23 As used in this chapter the following words have the following meanings:

24 **ADULT-ONLY FACILITY:** A physical location where each person attempting to enter the
25 premises is required to present the person's photographic government-issued identification
26 verifying that the person is at least the minimum legal sales age to purchase tobacco products
27 prior to entry.

28 **ANNUAL LICENSE FEE:** The amount of the annual license renewal fee shall be fixed by the
29 town council as part of the annual budget process. Once paid the annual license renewal fee is
30 non-refundable except as may be required by law. The purpose of the fee is to cover the town's
31 cost of administration of this chapter, license education, inspections of the licensed premises,
32 regular compliance checks, documentation of violations, and prosecutions of license violations.

33 **APPLICANT:** A person who has submitted an Application for license pursuant to this chapter.

34 **APPLICATION:** An Application for license submitted pursuant to this chapter.

1 ARM'S LENGTH TRANSACTION: A sale in good faith and for valuable consideration that
2 reflects the fair market value between two informed and willing parties, neither of which is under
3 any compulsion to participate in the transaction.

4 CHILD-RESISTANT PACKAGING: Packaging that meets the definition set forth in the Code of
5 Federal Regulations, title 16, section 1700.15(b) as in effect January 1, 2015, and was tested in
6 accordance with the method described in the Code of Federal Regulations, title 16, section
7 1700.20, as in effect on January 1, 2015.

8
9 CIGAR: Any roll of tobacco other than a cigarette that is wrapped in tobacco leaf or any other
10 substance containing tobacco, with or without a mouthpiece.

11
12 CIGARETTE: means:

13
14 1. Any roll of tobacco wrapped in paper or in any substance not containing
15 tobacco;

16
17 2. Any roll of tobacco wrapped in any substance containing tobacco which,
18 because of its appearance, the type of tobacco used in the filler, or its
19 packaging or labeling is likely to offered to, or purchased by consumers as a
20 cigarette described in this section.

21
22 COMPLIANCE CHECKS : The systems the Licensing Authority uses to investigate and
23 ensure that tobacco product retailers are compliant with the requirements of this
24 chapter. Compliance Checks may involve the use of persons under twenty-one (21)
25 years of age who attempt to purchase or purchase tobacco products; however, persons
26 under the legal age to purchase tobacco products participating in Compliance Checks
27 shall not be in violation of tobacco and nicotine possession and purchase laws.
28 Compliance Checks may also be conducted by other units of government or designees
29 of the Licensing Authority for educational or training purposes.

30
31 COMMERCIAL TOBACCO: Tobacco that is manufactured and sold for profit for use in
32 cigarettes, smokeless tobacco, pipe tobacco, cigars, hookah and other products.
33 Commercial tobacco is regulated by the Food and Drug Administration (FDA) under the
34 Family Smoking and Prevention Act which gives the FDA the authority to regulate the
35 manufacture, distribution and advertising of commercial tobacco. The word "tobacco"
36 when referenced in this chapter, unless otherwise indicated refers to commercial
37 tobacco.

38
39 COUPON: Any voucher, rebate, card, paper, note, form, statement, ticket, image or any
40 other form or issue, used for commercial purposes to obtain a product, service or
41 accommodation without charge or at a discounted price.

42
43 DAY: A calendar day, unless otherwise indicated.

44 DELIVERY SALE: The sale of any tobacco or nicotine product to any person for
45 personal consumption and not for resale when the sale is conducted by any means
46 other than an in-person, over the counter sales transaction in a tobacco product retail
47 establishment. Delivery sale includes delivery by licensees or third parties by any
48 means including curbside pickup.

49

1 DISTRIBUTOR: A person who sells or distributes cigarettes, tobacco products, or nicotine
2 products to licensed retailers in this state. "Distributor" includes a "distributor" or "distributing
3 subcontractor" as those terms are defined in section [39-28.5-101](#), Colorado Revised Statutes.

4 ELECTRONIC DELIVERY DEVICE: Any device that may be used to deliver any aerosolized or
5 vaporized substance, whether natural or synthetic to the person inhaling from the device,
6 including, but not limited to devices marketed, manufactured, marketed or sold as an electronic
7 smoking device, e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Electronic delivery device
8 includes any component, part or accessory of the device, and also includes any substance that
9 may be aerosolized or vaporized by such device whether or not the substance contains nicotine.
10 Electronic delivery device does not include medical marijuana as defined in 44-10-103(34),
11 C.R.S. of section 14 of article XVIII of the state constitution or retail marijuana as defined in 44-
12 10-103(57), C.R.S. or section 16(2)(f) of article XVIII of the state constitution, drugs, devices or
13 combination products authorized for sale by the U.S. Food and Drug Administration as those
14 terms are defined in the Federal Food, Drug and Cosmetic Act.

15
16 FLAVORED TOBACCO PRODUCT:

17
18 1. A Flavored Tobacco Product is any tobacco product that contains a taste or smell,
19 other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer
20 either prior to or during the consumption of the product, including, but not limited to, any
21 taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey,
22 fruit or any candy, dessert, alcoholic beverage, herb or spice;

23
24 2. A Flavored Tobacco Product is any tobacco product that imparts a cooling or numbing
25 sensation distinguishable by an ordinary consumer either prior to or during the
26 consumption of such tobacco product;

27
28 3. Any public statement or claim, whether express or implied, made or disseminated by
29 the manufacturer or retailer of a licensed product, or by a person authorized or permitted
30 by the manufacturer to make or disseminate public statements concerning such products
31 that a product has or produces a taste or smell other than a taste or smell of tobacco or
32 a cooling or numbing sensation will constitute preemptive evidence that the product is a
33 Flavored Tobacco Product. Presumptive evidence may include, but is not limited to the
34 use of terms such as, "cool," "chill," "ice," "fresh," "artic or "frost," to describe the product.
35

36 FULL RETAIL PRICE: The price listed for a tobacco product on its packaging or on any related
37 shelving, advertising or display where the tobacco product is sold or offered for sale, plus all
38 applicable taxes and fees if such taxes and fees are not included in the listed price.

39
40 GOOD CAUSE (for the purpose of refusing or denying a license renewal under this chapter):

41 1. The licensee has violated, does not meet, or has failed to comply with: (a) any of the
42 terms, conditions, or provisions of this chapter; or (b) any rule and regulation promulgated
43 by the town clerk pursuant to this chapter; or

44 2. The licensee has failed to comply with: (a) any of the terms and conditions of its license
45 including, but not limited to, any special terms or conditions that were placed on its license
46 at the time the license was issued or were subsequently modified by the town clerk
47 pursuant to section [4-5-11\(B\)](#) of this chapter, or (b) any special condition that was placed on

1 its license in prior disciplinary proceedings or that arose in the context of potential
2 disciplinary proceedings.

3 LICENSED PREMISES: The physical location for which a license is issued pursuant to this
4 chapter.

5 LICENSED PRODUCTS: Collectively refers to any tobacco product tobacco related device,
6 electronic smoking device, nicotine or synthetic nicotine product.
7

8 LICENSEE: The person to whom a license has been issued pursuant to this chapter.

9 LITTLE CIGAR: Any roll of tobacco other than a cigarette wrapped entirely or in part in
10 tobacco or any substance containing tobacco weighing no more than 4.5 pounds per
11 thousand. Little cigar includes, but is not limited to, tobacco products known or labeled
12 as small cigar, little cigar or cigarillo.
13

14 LOCAL LICENSING AUTHORITY: The liquor and marijuana licensing authority referred to
15 interchangeably in this chapter as the "LMLA" or licensing authority.

16 LOOSIES: The common term used to refer to single cigarettes, cigars and any other
17 licensed tobacco products that have been removed from their original retail packaging
18 and offered for sale. The term loosies does not include premium cigars as defined in
19 this section.
20

21 MANUFACTURER: Any person, including a repacker or relabeler, who manufacturers,
22 fabricates, assembles, processes or labels a tobacco product or imports a finished tobacco
23 product for sale or distribution into the United States.
24

25 MINOR: A person under twenty-one (21) years of age.

26 MOVEABLE PLACE OF BUSINESS: Any form of business operation, event or occurrence
27 related to tobacco products that is operated out of a kiosk, truck, van, automobile or any other
28 type of vehicle or any transportable shelter or other transitory or temporary location and
29 including, but not limited to, any event or festival intended to occur at any location that is not a
30 fixed storefront authorized as a tobacco product retailer in an approved tobacco product retail
31 license by the Town.
32

33 NICOTINE OR NICOTINE DELIVERY PRODUCT: Any product containing or delivering nicotine,
34 including any salt or complex of nicotine whether natural or synthetic, intended for human
35 consumption, or any part of such product, that is not tobacco, or an electronic delivery device as
36 defined in this section. Nicotine or nicotine delivery product does not include any nicotine
37 cessation product that has been authorized by the U.S. Food and Drug Administration to be
38 marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal
39 Food, Drug and Cosmetic Act.
40

41 PERSON: Has the meaning provided in section [1-3-2](#) of this Code.

42 PHARMACY: Any retail establishment in which the profession of pharmacy is practiced
43 by a pharmacist licensed by the State of Colorado and where prescription
44 pharmaceuticals are offered for sale, regardless of whether the retail establishment sells
45 other retail goods in addition to prescription pharmaceuticals.
46

1 POLICE CHIEF: The police chief of the town, or the police chief designee authorized to act
2 pursuant to section [1-7-2](#) of this Code.

3 PREMIUM CIGAR: A cigar that meets all of the following characteristics:

- 4
- 5 1. is handmade or hand rolled;
- 6
- 7 2. is not mass produced through the use of mechanization;
- 8
- 9 3. has a wrapper that is made entirely from whole tobacco leaf;
- 10
- 11 4. has a filler composed of at least fifty (50) percent natural, long-leaf filler
- 12 tobacco;
- 13
- 14 5. does not have a filter, tip or non-tobacco mouthpiece;
- 15
- 16 6. is capped by hand;
- 17
- 18 7. weighs more than six (6) pounds per thousand units; and
- 19
- 20 8. has a wholesale price per cigar of:
 - 21 a. for the calendar year ending December 31, 2024, twelve dollars (\$12)
 - 22 dollars; and
 - 23 b. for each calendar year thereafter, twelve dollars (\$12) reflecting any
 - 24 percentage increase for all items and all urban consumers or its
 - 25 successor index.
 - 26

27 PROPRIETOR: A person with an ownership or managerial interest in a business. An ownership
28 interest shall be deemed to exist when a person has a ten (10) percent or greater interest in the
29 stock, assets or income of a business other than the sole interest of security for debt. A
30 managerial interest shall be deemed to exist when a person has or shares ultimate control over
31 the day-to-day operations of a business.

32
33 RETAILER: The owner or operator of a business of any kind at a specific location that sells
34 tobacco products as defined in this chapter.

35 SALE OR SELL: Any transfer, exchange, barter, gift, offer for sale or distribution for a
36 commercial purpose in any manner or by any means.

37 SCHOOL : A public, parochial, or nonpublic school that provides a basic academic education in
38 compliance with school attendance laws for students in grades one (1) through twelve (12).

39 SELF-SERVICE DISPLAY: The open display or storage of tobacco products in a manner that is
40 physically accessible in any way to the general public without the assistance of the licensee or
41 employee of the licensee and a direct face-to-face transfer between the purchaser and the
42 licensee or employee of the licensee. A vending machine is a form of self-service display.

43
44 SMOKING: Inhaling, exhaling, burning, carrying any lighted or heated cigar, cigarette, pipe or
45 other lighted or heated product containing, made or derived from nicotine, tobacco, marijuana or
46 other plant, whether natural or synthetic that is intended for inhalation. "Smoking" includes
47 carrying or using an electronic smoking device or an electronic delivery device.
48

1 STATE LICENSE means a license issued by the division in accordance with section [44-7-104.5](#),
2 Colorado Revised Statutes.

3 TOBACCO FESTIVAL: An age-restricted off-site tobacco event pursuant to 44-7-105.5, C.R.S.

4
5 TOBACCO PRODUCT:

6
7 1. A Tobacco Product is any product containing, made of or derived from Commercial
8 Tobacco, nicotine or synthetic nicotine, that is intended for human consumption or is
9 likely to be consumed, whether inhaled, absorbed or ingested by other means, including,
10 but not limited to, products commonly known as a cigarette, a cigar, pipe tobacco,
11 chewing tobacco, electronic smoking device, nicotine delivery product, snuff, snus, and
12 pouch;

13
14 2. A Tobacco Product is any electronic delivery device as defined in this section;

15
16 3. Tobacco Product includes any component, part or accessory of subsection 1 or 2 of
17 this definition whether or not any of these contain tobacco or nicotine, including but not
18 limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces or pipes.

19
20 4. Tobacco Product does not mean any products specifically approved by the United
21 States Food and Drug Administration for use in reducing, treating or eliminating nicotine
22 or tobacco dependence or for other medical purposes when the products are being
23 marketed and sold solely for such approved purposes, including any drugs, devices or
24 combination products authorized for sale by the U.S. Food and Drug Administration as
25 those terms are defined in the Federal Food, Drug and Cosmetic Act, unless such
26 products are made of, contain, or are derived from tobacco or nicotine, natural or
27 synthetic.

28
29 5. Tobacco Product does not mean Medical marijuana as defined in 44-10-103(34),
30 C.R.S. or section 16(2)(f) of article XVIII of the State constitution or retail marijuana as
31 defined in 44-10-103(57), C.R.S. or section 16(2)(f) of article XVIII of the State
32 constitution.

33
34 TOBACCO RELATED DEVICE: Any rolling papers, wraps, pipes, or other device
35 intentionally designed or intended to be used with tobacco products. Tobacco related
36 device includes components of tobacco-related devices or tobacco products which may
37 be marketed or sold separately. Tobacco related devices may or may not contain
38 tobacco.

39
40 TOBACCO PRODUCT RETAILER: Any person who sells, offers for sale or exchange or
41 offers to exchange for any form of consideration Commercial Tobacco and/or Tobacco
42 Products. This definition is without regard to the quantity of Tobacco Products sold,
43 offered for sale, exchanged or offered for exchange.

44
45 TOBACCO PRODUCT RETAILING: Engaging in the activities of a Tobacco Product
46 Retailer.

47
48 TOBACCO PRODUCT RETAIL ESTABLISHMENT: The physical location at which a Tobacco
49 Product Retailer sells, offers for sale or exchange, or offers to exchange for any form of
50 consideration Commercial Tobacco and/or Tobacco Products.

- 1
2 TOWN: Has the meaning provided in section [1-3-2](#) of this Code.
- 3 TOWN CLERK: The town clerk of the town, or the town clerk's designee authorized to act
4 pursuant to section [1-7-2](#) of this Code.
- 5 TOWN MANAGER: The town manager of the town, or the town manager's designee authorized
6 to act pursuant to section [1-7-2](#) of this Code.
- 7 VENDING MACHINE: Any mechanical, electric, electronic or other type of device that
8 dispenses tobacco products upon payment by any form by the person seeking to
9 purchase tobacco products.
- 10
11 WHOLESALER: A person engaged in the wholesale distribution of cigarettes, tobacco
12 products, or nicotine products and includes a "wholesaler" and "wholesale subcontractor" as
13 those terms are defined in section [39-28-101](#), Colorado Revised Statutes. (Ord. 12, Series
14 2022)
- 15 YOUTH-ORIENTED FACILITY: Any parcel in the town that is occupied by:
- 16
17 1. A public or private kindergarten, elementary, middle, junior high or high
18 school;
- 19
20 2. A library open to the public;
- 21
22 3. A playground open to the public;
- 23
24 4. A youth center, defined as a facility where children ages six (6) -seventeen
25 (17) meet for programs and activities;
- 26
27 5. A recreation facility open to the public, defined as an area place, structure or
28 other facility that is used either temporarily or permanently for community recreation
29 even though the facility may be used for other purposes;
- 30
31 6. A park open to the public;
- 32
33 7. A licensed child-care facility or preschool.

34 **4-5-5: LICENSE REQUIRED**

- 35 A. No person shall conduct or engage in the activities of a Tobacco Product Retailer business
36 within the town without a valid license issued by the licensing authority pursuant to this chapter.
- 37 B. A separate license is required for each Tobacco Product Retail Establishment in the town
38 where any Tobacco Product is sold at retail.
- 39 C. In the course of engaging in the activities of a Tobacco Product Retailer or in the operation of
40 a business or maintenance of the location for which a license has been issued, it shall be a
41 violation of this chapter for a licensee or any of the licensee's employees or agents to violate
42 any local, state or federal law applicable to Tobacco Products, Tobacco Paraphernalia or
43 Tobacco Product Retailing.

1 D. Except as expressly modified herein, any requirements set forth in this chapter shall be in
2 addition to, and not in lieu of, any other requirements imposed by federal, state or local law.

3 E. No person shall be deemed to have any entitlement or vested right to a license or permit from
4 the town, including but not limited to any zoning permit or any sales tax license.

5 **4-5-6: LIMITS ON LICENSE ELIGIBILITY**

6 A. Location restrictions imposed.

7 1. Prior to approving a Tobacco Product retail license, the Licensing Authority shall
8 determine whether the proposed location of the Tobacco Product Retail Establishment
9 complies with the requirements of this section of this chapter. Failure to comply with the
10 requirements of this section shall preclude approval and issuance of a license.

11 2. Each Tobacco Product Retail Establishment shall be operated from a permanent
12 location. No Tobacco Product Retail Establishment shall be permitted to operate from a
13 moveable, mobile, or transitory location.

14 3. A Tobacco Product Retail Establishment may be located only on property as allowed
15 in the table of uses as defined by the Town.

16 4. No tobacco festivals are permitted in the town.

17 **4-5-7 PROHIBITED LICENSEES**

18 A. It shall be unlawful for any of the following persons to have an ownership or a financial
19 interest in a Tobacco Product Retail Establishment , and no license provided by this chapter
20 shall be issued to, or held by:

21 1. Any person until all applicable fees for the license have been paid;

22 2. Any natural person who is under twenty-one (21) years of age;

23 3. Any person in the immediately preceding twenty-four (24) months with a tobacco
24 product retail license revoked or suspended by the state, or by another licensing
25 authority in any other jurisdiction;

26 4. Any person convicted of a felony that is deemed a crime of violence or has completed
27 any portion of a felony sentence within the preceding five (5) years;

28 5. A person licensed pursuant to this chapter who, during a period of licensure, or who,
29 at the time of Application, has failed to remedy an outstanding delinquency for taxes
30 owed, or an outstanding delinquency for judgments owed to a government;

1
2 6. Any law enforcement officer, officer or employee of the state licensing authority,
3 officer or employee of the LMLA, or officer or employee of the Town.
4

5 **4-5-8: LICENSING AUTHORITY POWERS AND DUTIES**

6
7 The local licensing authority shall have the following powers and duties, and any other
8 responsibilities as deemed appropriate by the town:
9

10 A. To require an Applicant or licensee to furnish any relevant information required
11 by the authority; and
12

13 B. To administer oaths and issue subpoenas to require the presence of persons
14 and the production of papers, books and records at any hearing that the authority is
15 authorized to conduct. The authority may adopt public hearing procedures by
16 resolution; and
17

18 C. The authority in its discretion, upon Application in the prescribed form, may
19 approve, conditionally approve, or deny an Applicant a Tobacco Product Retail
20 license subject to the provisions and restrictions provided in this chapter; and
21

22 D. Retailer education. The Authority or its designees shall provide education to
23 retailers as the authority deems appropriate about the Tobacco Product Retail license,
24 license administration, renewal and responsibilities associated with a Tobacco Product
25 Retail license.
26

27 E. The licensing authority may adopt administrative rules and regulations as
28 may be necessary for the proper administration of this chapter. The licensing authority
29 may, from time to time and in consultation with the town clerk and town manager
30 adopt, amend, alter and repeal administrative rules and regulations as may be
31 necessary for the proper administration of this chapter.
32

33 **4-5-9: APPLICATION FOR LICENSE**

34 A. A person seeking to obtain a license pursuant to this chapter shall file an Application with
35 the town clerk. The form of the Application shall be provided by the town clerk.

36 B. A license issued pursuant to this chapter does not eliminate the need for the licensee to
37 obtain other required town licenses related to the operation of the licensee's business, including,
38 without limitation:

- 39 1. A town sales tax license; and
40 2. A town business and occupational tax license.

41 C. The licensing authority shall not accept an Application for a Tobacco Product Retail
42 license unless and until the authority receives a copy of the Applicant's state retailer
43 tobacco product license pursuant to 44-7-104.5, C.R.S.

44 **4-5-10: TOWN CLERK'S REVIEW OF APPLICATION**

- 1 A. Upon receipt of a properly completed Application, together with all information required in
2 connection therewith and the payment of the Application fee, the town clerk shall transmit
3 copies of the Application to:
- 4 1. The police chief; and
 - 5 2. Any other person or agency that the town clerk determines should properly investigate
6 and comment upon the Application.
- 7 B. Within twenty (20) days of receipt of a completed Application the police chief and those
8 referral agencies described in subsection [A](#) of this section shall provide the town clerk with
9 comments concerning the Application.
- 10 C. If the town clerk requests the Applicant to provide additional information that the town clerk
11 reasonably determines to be necessary in connection with the investigation and review of the
12 Application, the Applicant shall provide such information within five (5) days of the town clerk's
13 request, unless the town clerk agrees to a longer time period.

14 **4-5-11: DECISION BY LICENSING AUTHORITY**

- 15 A. The licensing authority shall conditionally approve or deny an Application within thirty (30)
16 days of the receipt of a completed Application unless, by written notice to the Applicant.
- 17 B. The licensing authority shall issue a license under this chapter when, from consideration of
18 the Application, and such other relevant information as may otherwise be obtained, the licensing
19 authority determines that:
- 20 1. The Application (including any required attachments and submissions) is complete and
21 signed by the Applicant;
 - 22 2. The Application does not contain a material falsehood or misrepresentation; and
 - 23 3. The granting of the Application will not endanger public health or safety.
- 24 C. The licensing authority shall deny an Application for a license under this chapter if the
25 licensing authority determines that:
- 26 1. Information contained in the Application, or supplemental information provided by the
27 Applicant, is found to be false in any material respect;
 - 28 2. The Applicant has had a license issued under this chapter revoked within the two (2)
29 years immediately preceding the filing of the Application, or the Applicant owned a fifty
30 percent (50%) or greater interest in any business entity that has had a license issued under
31 this chapter revoked within the two (2) years immediately preceding the filing of the
32 Application;
 - 33 3. The Applicant is currently indebted to the town for any lawfully assessed tax or fee; or
 - 34 4. The granting of the Application will endanger public health or safety.
- 35 D. If the Application is denied, the licensing authority shall clearly set forth in writing the
36 grounds for denial.

1 E. If the Application is conditionally approved, the licensing authority shall clearly set forth in
2 writing the conditions of approval.

3 **4-5-12: STANDARD CONDITIONS OF LICENSE**

4 A. A retailer shall not sell or permit the sale of tobacco products to a person under twenty one
5 (21) years of age; except that it is not a violation if the retailer establishes that the person selling
6 the cigarette, tobacco product, or nicotine product was presented with and reasonably relied
7 upon a valid government-issued photographic identification, that identified the person
8 purchasing the cigarette, tobacco product, or nicotine product as being twenty one (21) years of
9 age or older.

10 B. A retailer shall not permit a person under twenty-one (21) years of age to sell or participate
11 in the sale of tobacco products, or nicotine products that are offered for sale at the retailer's
12 business.

13 C. No retailer shall sell or offer to sell individual cigarettes, or any pack or container of
14 cigarettes containing fewer than twenty (20) cigarettes, or roll-your-own tobacco in any package
15 containing less than 0.60 ounces of tobacco.

16 D. A retailer shall not advertise an electronic smoking device product in a manner that is visible
17 from outside the retail location at which the product is offered for sale.

18 E. A retailer shall not sell or offer to sell any tobacco products by use of a vending machine or
19 other coin-operated machine.

20 F. Flavored tobacco products shall not be sold or offered for sale at any location in the town.

21 G. A retailer shall not engage in the delivery of tobacco products.

22 H. A retailer shall require an individual who seeks to purchase tobacco products and who
23 appears to be under fifty (50) years of age to present to the retailer a valid government-issued
24 photographic identification at the time of purchase.

25 I. Any person who sells or offers to sell tobacco products shall display the license and the
26 below warning sign in a prominent place in the building at all times. Such sign must have a
27 minimum height of 3 inches and a width of 6 inches, and must read as follows:

28 **WARNING**

29 IT IS ILLEGAL TO SELL TOBACCO PRODUCTS TO ANY PERSON UNDER
30 TWENTY-ONE YEARS OF AGE. STATE LAW REQUIRES THAT, TO PURCHASE ,
31 TOBACCO PRODUCTS, OR NICOTINE PRODUCTS AT THIS RETAIL LOCATION, A
32 PERSON MUST PRESENT A VALID GOVERNMENT-ISSUED PHOTOGRAPHIC
33 IDENTIFICATION AT THE TIME OF PURCHASE IF THE PERSON APPEARS TO BE
34 UNDER FIFTY YEARS OF AGE. THE SALE OF FLAVORED TOBACCO PRODUCTS
35 IS PROHIBITED IN BRECKENRIDGE, CO.

36 **4-5-13: AUTHORITY TO IMPOSE ADDITIONAL CONDITIONS ON LICENSE**

- 1 A. In addition to the standards, terms and conditions set forth in section 4-5-13 of this chapter,
2 the licensing authority shall have the authority to impose such additional reasonable terms and
3 conditions on a license as may be necessary to protect the public health, safety, and welfare,
4 and to obtain compliance with the requirements of this chapter and other applicable law.
- 5 B. For good cause shown, the licensing authority may administratively modify or eliminate or
6 add any license condition during the term of the license.

7 **4-5-14: CONTENTS OF LICENSE**

8 A. A license shall contain the following information:

- 9 1. The name of the licensee;
- 10 2. The date of the issuance of the license;
- 11 3. The address at which the licensee is authorized to operate the business; and
- 12 4. The date of the expiration of the license.

13 B. A license must be signed by both the licensee and the town clerk to be valid.

14 **4-5-15: LICENSE NOT TRANSFERABLE OR ASSIGNABLE**

15 A license is nontransferable and nonassignable. Any attempt to transfer or assign a license shall
16 void the license.

17 **4-5-16: DURATION OF LICENSE**

18 Each license issued pursuant to this chapter shall be valid for one (1) year from the date of
19 issuance.

20 **4-5-17: RENEWAL OF LICENSE**

21 A. A licensee does not have a vested right or a property right in the renewal of a license issued
22 pursuant to this chapter.

23 B. Each license issued pursuant to this chapter may be renewed as provided in this section; a
24 local license and state license shall have the same renewal date.

25 C. An Application for the renewal of an existing license shall be made to the town clerk not less
26 than forty five (45) days prior to the date of expiration. No Application for renewal shall be
27 accepted by the town clerk after the date of expiration. The town clerk may waive the forty five
28 (45) days' time requirement set forth in this subsection if the Applicant demonstrates an
29 adequate reason.

30 D. At the time of the filing of an Application for the renewal of an existing license the Applicant
31 shall pay to the town a renewal fee in an amount fixed by the town council as part of its annual
32 budget process.

33 E. The timely filing of a renewal Application shall extend the current license until a final
34 decision is made on the renewal Application by the licensing authority.

1 F. A license may be renewed or not renewed by the licensing authority for the same reasons
2 and in the same manner as provided for in the initial Application.

3 **4-5-18: FEES**

4 License Fee. The Annual License Fee is \$600.00. The town council shall review the license fee
5 annually during the annual budget process. Once paid the license fee is nonrefundable except
6 as may be required by law.

7 **4-5-19: LICENSEE'S SPECIFIC DUTIES AND OBLIGATIONS**

8 In addition to the other requirements of this chapter, it is the duty and obligation of each licensee
9 to comply with the following:

10 A. All of the terms and conditions of the license, including, without limitation, the standard
11 license conditions described in section 4-5-13 of this chapter and any special condition imposed
12 by the licensing authority under of this chapter;

13 B. All of the requirements of this chapter; and

14 C. All laws, including federal, state and local town ordinances pertaining to tobacco products
15 that are applicable to the licensee's business

16 **4-5-21: LICENSE DENIALS AND HEARINGS**

17 A. Applicant bears the burden of proving it meets the requirements of state and local laws for
18 licensure.

19 B. An Application may be denied where the Applicant made misstatements, omissions,
20 misrepresentations, or untruths in the Application. Providing misstatements, misrepresentations,
21 omissions, or untruths may be the basis for administrative action.

22 C. The licensing authority may deny an Application, including an initial or renewal Application,
23 only for good cause. Good cause shall include the following:

24 1. During any period in which an Applicant is ineligible to apply, or prohibited from
25 applying, for a license pursuant to a penalty imposed under this Code or section 44-7-106,
26 Colorado Revised Statutes, and any rules or regulations.

27 2. When an Applicant failed to provide all required information or documents, provided
28 inaccurate, incomplete, or untruthful information or documents, or failed to cooperate with
29 requests for additional information.

30 3. The Applicant has violated, does not meet, or has failed to comply with any of the terms,
31 conditions, or provisions of this Code, article [7](#) of title [44](#), Colorado Revised Statutes, or any
32 rules promulgated thereunder.

33 D. If the licensing authority denies an Application, the licensing authority shall inform the
34 Applicant in writing of the reasons for the denial in a notice of denial, personally delivered to the
35 retailer at the actual retail location or mailed to the retailer at the last-known address as shown
36 by the records.

1 E. A denied Applicant that timely requests a hearing following issuance of a notice of denial
2 shall be served with a notice of grounds for denial, and shall be entitled to a hearing regarding
3 the matters addressed therein.

4 F. The licensing authority's decision shall constitute a final agency. Any appeal of the licensing
5 authority's decision shall be filed with a district court of competent jurisdiction and venue for
6 purposes of an appeal of a decision is proper in the district court for Summit County.

7 **4-5-22: PROHIBITED ACTS**

8 A. Self-Service Product Displays Prohibited. Tobacco product retailing by means of a
9 self-service display in which tobacco products are accessible to consumers without the
10 assistance of the licensee or an employee or agent of the licensee are prohibited. A
11 vending machine is a form of a self-service display.

12
13 B. Distribution of Tobacco Product Samples or Tobacco Product Promotional Items
14 Prohibited. It is unlawful for any person to distribute free or nominally priced tobacco
15 products.

16
17 C. Prohibition of Tobacco Product Coupons and Discounts. No tobacco product
18 retailer shall:

19
20 1. Honor or redeem, or offer to honor or redeem, a coupon to allow a consumer
21 to purchase a tobacco product for less than the full retail price; or

22
23 2. Sell any tobacco product to a consumer through a multiple-package discount
24 or otherwise provide any such product to a consumer for less than the full retail price
25 in consideration for the purchase of any tobacco product or any other item; or

26
27 3. Provide any free or discounted item to a consumer in consideration for the
28 purchase of any tobacco product.

29
30 D. Sale of Flavored Tobacco Products Prohibited. The sale or offer for sale of flavored tobacco
31 products in town is prohibited.

32
33 E. Onsite Delivery of Tobacco Products Prohibited. The delivery of tobacco products from a
34 licensed tobacco product retailer to a person who is not another licensed tobacco product
35 retailer is prohibited.

36
37 1. This section does not apply to the direct shipment of cigars or pipe tobacco that is
38 not restricted pursuant to 44-7-104.7, C.R.S.

39
40 F. False/Misleading Advertising Prohibited. A tobacco product retailer without a valid
41 tobacco product retailer license or a proprietor without a valid tobacco product retailer
42 license, including, for example, a person whose license has been suspended or
43 revoked:

44
45 1. Shall keep all tobacco products and tobacco paraphernalia out of public view. The
46 public display of tobacco products or tobacco paraphernalia in violation of this provision
47 shall constitute tobacco product retailing without a license under this chapter; and
48

1 2. Shall not display any advertisement relating to tobacco products or tobacco
2 paraphernalia that promotes the sale or distribution of such products from the tobacco
3 product retailer’s location or that could lead a reasonable consumer to believe that such
4 products can be obtained at that location.
5

6 **4-5-23: COMPLIANCE CHECKS; COORDINATION WITH STATE LAW**

7 A. Retail Compliance Checks. All Licensed premises must be open to inspection
8 by law enforcement or other authorized official during regular business hours. From time
9 to time, but at least two (2) times per year, the Town will conduct compliance checks by
10 engaging with persons under the age of twenty-one (21) at each licensed retail location
11 where tobacco products are sold.
12

- 13 1. The Town shall perform a Compliance Check by engaging a person who is
14 under twenty-one (21) years of age to enter a retail location to purchase tobacco
15 products.
16
- 17 2. Prior written consent is required for any minor who participates in a
18 Compliance Check. Under-aged individuals participating in Compliance Checks will be
19 supervised by law enforcement or other designated personnel and will not be guilty of
20 illegal possession or illegal procurement when those items are obtained as a part of the
21 Compliance Check. The Town shall not enforce any law establishing a minimum age for
22 tobacco product purchases or possession against an individual who otherwise might be
23 in violation of such law because of the individual’s age (hereinafter “underage operative”)
24 if the potential violation occurs when:
25
 - 26 a. the underage operative is participating in an inspection supervised by
27 a peace officer, code enforcement official, or the Licensing Authority designated
28 to monitor compliance with this chapter;
29
 - 30 b. the underage operative is acting as an agent of the Town, the
31 Licensing Authority or an entity designated by the Town to monitor
32 compliance with this chapter; or
33
 - 34 c. the underage operative is participating in an inspection funded in part,
35 either directly or indirectly through subcontracting, by the Summit County
36 Public Health Department, the Colorado Department of Public Health and
37 Environment or the Colorado Department of Revenue.
38

39 3. If the Compliance Check results in a violation pursuant to this chapter the
40 authority will conduct an additional Compliance Check of the retail location where the
41 violation occurred within forty-five (45) days.
42

43 4. Any decision made by the authority to approve, conditionally approve, or deny
44 a license Application, to revoke or suspend a license, or to renew or not renew a license
45 shall be a final decision which may be appealed to the District Court pursuant to
46 Rule106(a)(4) of the Colorado Rules of Civil Procedure. No defense or objection may be
47 presented for judicial review unless it is first presented to the authority prior to the
48 effective date of the authority’s decision.
49

- 1 C. When a Compliance Check is completed by the police department, the police department
2 will notify the State of Colorado Liquor/Tobacco Enforcement Division of any outcome, or action
3 taken on the licensee as a result of the compliance check.
4
- 5 D. A database of Compliance Check results and hearing outcomes shall be maintained by
6 police department.

7 **4-5-24: FINES, SUSPENSION OR REVOCATION OF LICENSE**

- 8 A. After investigation and a public hearing before the licensing authority at which a retailer
9 must be afforded an opportunity to be heard, the licensing authority may impose fines, or
10 impose suspension or revocation for reasons set forth below. Fines imposed shall be
11 commensurate with the severity of the violation and calculated based on the amount reasonably
12 necessary to deter similar future violations.
- 13 B. A license issued by the licensing authority may be suspended or revoked by the licensing
14 authority for any of the following reasons:
- 15 1. Violation of the Colorado Retail Tobacco Code;
 - 16 2. Violation of any applicable administrative regulation;
 - 17 3. Violation of this chapter;
 - 18 4. Violation of the terms and conditions of a license;
 - 19 5. Misrepresentation or omission of any material fact, or false or misleading information,
20 on the license Application or any amendment thereto, or any other information provided by
21 the licensee to the licensing authority related to the licensee's business;
 - 22 6. Violation of any law which, if it occurred prior to the submittal of the license Application,
23 could have been cause for denial of the license Application;
 - 24 7. Failure to maintain or to provide to licensing authority upon request any books,
25 recordings, reports, or other records as required by applicable law;
 - 26 8. Temporary or permanent closure or other sanction of the licensee by the local licensing
27 authority, the Colorado Department of Public Health and Environment, or other
28 governmental entity with jurisdiction, for failure of the licensee to comply with applicable
29 provisions of the Colorado Retail Tobacco Code;
 - 30 9. Revocation or suspension of the state license; or
 - 31 10. The failure of a licensee to timely correct any violation of state or local laws, any
32 applicable administrative regulation, this chapter, or the terms and conditions of the
33 license's license within the time stated in a notice or order issued by licensing authority.
- 34 C. The procedure to suspend or revoke a local license shall be as set forth in this chapter.
- 35 D. In connection with the suspension of a license, the licensing authority may impose
36 reasonable conditions.

1 E. In deciding whether a license should be suspended or revoked, and in deciding what
2 conditions to impose in the event of a suspension, if any, the licensing authority shall consider
3 mitigating and aggravating factors when considering the imposition of a penalty. These factors
4 may include, but are not limited to:

- 5 1. Any prior violations that the licensee has admitted to or was found to have engaged in.
- 6 2. Action taken by the licensee to prevent the violation (e.g., training provided to
7 employees).
- 8 3. Licensee's past history of success or failure with compliance checks.
- 9 4. Corrective action(s) taken by the licensee related to the current violation or prior
10 violations.
- 11 5. Willfulness and deliberateness of the violation.
- 12 6. Likelihood of reoccurrence of the violation.
- 13 7. The owner or a manager is the violator or has directed an employee or other individual
14 to violate the law.

15 F. A license issued by the local licensing authority may be revoked if the local licensing
16 authority determines that the licensed premises have been inactive, without good cause, for at
17 least one (1) year.

18 G. If the licensing authority suspends or revokes a license the licensee may appeal the
19 suspension or revocation to the district court pursuant to Rule 106(a)(4) of the Colorado Rules
20 of Civil Procedure. The licensee's failure to timely appeal the decision is a waiver of the
21 licensee's right to contest the denial or conditional approval of the Application.

22 H. No fee previously paid by a licensee in connection with the Application shall be refunded if
23 the licensee's license is suspended or revoked.

24 **4-5-25: INJUNCTIVE RELIEF; ABATEMENT AS NUISANCE; OTHER REMEDIES**

25 A. If a person is required to have a valid license issued pursuant to this chapter the operation
26 of such person's business without such license may be enjoined by the town in an action
27 brought in the municipal court pursuant to section [1-8-10](#) of this Code, or in any other court of
28 competent jurisdiction.

29 B. The operation of a retail tobacco product retail business within the town without a valid
30 license issued pursuant to this chapter is declared to be a public nuisance, and is subject to
31 abatement as provided by law.

32 C. It is unlawful and a civil infraction for any person to violate any provision of this chapter.
33 Any person found to be in violation of this chapter, or against whom a default judgment has
34 been entered for a violation of this chapter, shall be punished as provided in Section 1-4-1-1 of
35 this Code.

36 C. The remedies provided in this section are in addition to any other remedy provided by
37 applicable law.

1 D. In any case in which the town prevails in a civil action initiated pursuant to this section, the
2 town may recover its reasonable attorney fees plus costs of the proceeding.

3 **4-5-26:NO TOWN LIABILITY**

4 The adoption of this chapter and the issuance of licenses pursuant to this chapter shall not
5 create any duty to any person. No person shall have any civil liability remedy against the town,
6 or its officers, employees or agents, for any damage or loss of any kind arising out of or in any
7 way connected with the issuance of any license pursuant to this chapter. Nothing in this chapter
8 shall be construed to create any liability or to waive any of the immunities, limitations on liability,
9 or other provisions of the Colorado Governmental Immunity Act, section [24-10-101](#), et seq.,
10 Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise
11 available to the town, or its officers, employees or agents.

12 **4-5-27: DESIGNATED USE OF LICENSE FEES**

13 Immediately upon receipt or collection thereof, all license fees collected by the town pursuant to
14 this chapter shall be deposited into a separate fund. Licensee fees shall be used only for the
15 purposes described in this chapter. Monies credited to such fund shall not be available to be
16 pledged or expended, by interfund transfer or otherwise, for any general purposes of the town.

17 **4-5-28: RULES AND REGULATIONS**

18 The town clerk shall have the authority from time to time to adopt, amend, alter, and repeal
19 administrative rules and regulations as may be necessary for the proper administration of this
20 chapter. Such regulations shall be adopted in accordance with the procedures established by
21 title [1](#), chapter [18](#) of this Code. A violation of such regulations may be enforced in the town's
22 municipal court.

23
24 **Section 2.** This ordinance shall be published and become effective as provided by
25 Section 5.9 of the Breckenridge Town Charter.

26
27 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
28 PUBLISHED IN FULL this 8th day of April, 2025. A Public Hearing shall be held at the regular
29 meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____,
30 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.
31 TOWN OF BRECKENRIDGE, a Colorado municipal corporation.

32
33
34
35
36
37

By: _____
Kelly Owens, Mayor

38 ATTEST:

39
40
41
42

43 _____
44 Helen Cospolich, CMC,
Town Clerk



Memo

To: Town Council
From: Chris Kulick, AICP, Planning Manager
Date: 5/6/2025 (for 5/13/2025)
Subject: First Reading of a Proposed Development Agreement Amendment Between the Town of Breckenridge and Christie Heights Partnership to Extend the Vesting of Development Permit #2016-040, "Cucumber Creek Estates Master Plan" for an Additional Five Years From Its Current Expiration Date

Town Council Goals (Check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

Christie Heights Partnership ("CHP") has applied for a Development Agreement Amendment to Extend the Vesting of Development Permit #2016-040, "Cucumber Creek Estates Master Plan" (Exhibit A), for an additional five years from its current expiration date (January 9, 2026) to January 9, 2031. CHP's remaining ownership, represents the balance of the undeveloped property at Cucumber Creek, consisting of 3.01 acres known as Tract A, according to the Plat recorded June 19, 2018, under Reception No. 1172546 (Exhibit B).

A Development Agreement is a document which allows the Town to obtain certain commitments or public benefits which would not otherwise be lawfully allowed. In exchange, the agreement provides for some benefits to the applicants, which are not otherwise allowed by adopted codes. Development Agreements require "public commitments". In consideration for the additional vesting, the applicants will commit to the continuation of the lease of the remainder of undeveloped property to the Town of Breckenridge for trail-based recreation, until such time as the Tract is developed and provide the Town a first right of offer to purchase Tract A if it were ever offered for sale. CHP (Lessor) entered into a Lease (Exhibit G) with the Town of Breckenridge (Lessee) on October 25, 2018, for the remainder of its undeveloped property. During a previous Development Agreement related to this property that is described in more detail below, the applicants provided a more substantial commitment, selling the adjacent 23.33 Tract A, Christie Heights #2 parcel to the Town at a significantly below market rate price. This sale allowed the Town to preserve critical wildlife habitat and sensitive fen wetlands that constitute a significant portion of Cucumber Gulch Preserve.

Background

Cucumber Creek Estates was first approved on April 14, 1998, as a subdivision with 24 single-family homesites over 35 acres of land (Exhibit F). The original subdivision was very contentious because many of the lots were located in what is today the Cucumber Gulch Preserve and would have had a significant impact on the Gulch's sensitive riparian habitat.

On February 2, 2000, the applicants entered into a Development Agreement with the Town that allowed the Cucumber Creek Estates vesting to be extended by 18 months. This additional time allowed the Town to enter into a contract on September 26, 2000, with the applicants to purchase 23 acres of the original site's most sensitive land in Cucumber Gulch for open space at below market value. After the purchase agreement was completed, the first in a series of

1

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

modifications to the subdivision was completed. This first subdivision approved on November 28, 2000 (recorded on January 31, 2001), split the original site into four properties (Exhibit E), Tract A, 23.33 acres (Town owned open space), Tract B, 9.24 acres (Cucumber Creek Estates development sites), Tract C, 0.33 acres, (Town owned Nordic Center property) and Tract D, 1.29 acres (Town owned Nordic Center property). Shortly after the first subdivision, a second resubdivision was approved that included a plan for the newly created Tract B that consisted of 11 single-family lots, a 0.71 acre development site, "Parcel A", with 11 SFEs to be used as a Nordic Lodge or Bed and Breakfast, and 13 additional SFEs assigned to the Open Space Tract A (Exhibits C&D). This resubdivision was approved on January 23, 2001 and was granted 15 years extended vesting. The vesting for the resubdivision was further extended until January 9, 2021 on February 28, 2012, however, the subdivision was never recorded.

More recently, a revised Master Plan for Tract B (Exhibit A), (resubdivided as Tracts A, B, D, E and F Cucumber Creek Estates Subdivision) was approved on May 10, 2016. The Master Plan allowed for the development of six, approximately ½ acre, single-family lots, five clustered single-family lots, and 12 duplex residences. The Master Plan also established density and building height limitations. After this approval, a Development Agreement to extend the Master Plan's vesting until January 9, 2026 was approved (Exhibit H). No additional public commitments were required through this Development Agreement in exchange for the extended vesting "because the extension of the vested property rights will encourage the developer to delay the development, and therefore, the lease of Tract B to the Town for trails is more likely to extend for a longer period of time". To date, all but the six single-family lots specified in the Master Plan for the 3.01-acre Tract A of Cucumber Creek Estates have been developed.

The Council discussed this Development Agreement request at the February 11, 2025, worksession and was supportive of the proposal.

Proposal

The following items are requested of the Town by the applicant:

1. Amend the Development Agreement to extend the Master Plan's vesting an additional five years to January 9, 2031.

Development Code Section 9-9-4 regarding Development Agreements encourages applicants to provide additional public benefits as part of a Development Agreement proposal. The following item was previously accepted by the Council as a public benefit:

1. No additional commitments in accordance with Section 9-9-4 of the Breckenridge Town Code are required by the Town because the extension of the vested property rights will encourage the Developer to delay development and, therefore, the lease of Tract B to the Town for trails will extend for a longer period of time.

Additionally, through this amended agreement, the Developer grants to Town a Right of First Offer to purchase the 3.01-acre Tract A of Cucumber Creek Estates.

Public outreach/engagement

Staff has not engaged in any community outreach related to this request. The applicants have discussed the proposal with the operators of the adjacent Nordic Center, the Dayton family, who have provided a letter of support that is included in the packet.

Financial Implications

Staff anticipate work on the Development Agreement in the short-term will result in additional staff time dedicated to the topic from the Planning Division. The financial implications of this Development Agreement request should be offset by the application fee.

Equity Lens

Related to the Town's Equity Blueprint and corresponding Equity Lens, this policy does not directly further any of the Town's equity goals since it pertains to extending the vesting of an approved single-family neighborhood that will be among the Town's most expensive. Neither of the potential possible outcomes, including no action or extending the Master Plan's vesting, will likely have any impact related to the four overarching goals of the Equity Blueprint and six filters of the Equity Lens.

Questions for Council

The decision to enter into a Development Agreement is entirely at the discretion of the Council. Staff looks for direction on the following at the afternoon's work session:

1. Does the Council support amending the Development Agreement with the applicant?
2. Does the Council support the terms of the proposed Development Agreement as outlined under the above proposal?

If the Council is supportive of amending the Development Agreement, first reading of the attached ordinance and Development Agreement will be held at the evening meeting.

1
2 COUNCIL BILL NO. _____
3

4 Series 2025
5

6 AN ORDINANCE APPROVING AN EXTENSION TO A DEVELOPMENT AGREEMENT
7 WITH CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership
8 (Extended Vested Property Rights – Cucumber Creek Estates)
9

10 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
11 COLORADO:
12

13 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
14 determines as follows:
15

16 A. Christie Heights Partnership, a California general partnership (“**Developer**”), is the
17 owner of the real property described as follows:

18 Tract B, Christie Heights Subdivision Filing No. 2, according to the plat thereof
19 recorded January 31, 2001 under Reception No. 644114 of the records of the
20 Clerk and Recorder of Summit County, Colorado (“**Tract B**”)
21

22 B. Pursuant to Development Permit #2016-040 (“**Master Plan Permit**”) the Town has
23 approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract
24 B.

25 C. The Town and Developer previously entered into a Development Agreement for
26 Extended Vesting dated February 28, 2012 and recorded October 1, 2012 under Reception No.
27 1004271 of the records of the Clerk and Recorder of Summit County, Colorado (“**Original**
28 **Agreement**”), and entered into a second Development Agreement for Extended Vesting of
29 Development Permit #2016-040 dated June 14, 2016 and recorded December 29, 2016 under
30 Reception No. 1130684 (“**Second Agreement**”)

31 D. The vested property rights period under the Second Agreement will expire on January
32 9, 2026. As used in this ordinance, the term “vested property rights period” shall have the
33 meaning, purpose, and effect afforded such term in the Breckenridge Development Code,
34 including, but not limited to, Section 9-1-17-11 and Section 9-1-19-39A, Policy 39.

35 E. Paragraph K of Section 9-1-17-11 of the Breckenridge Development Code authorizes
36 the Town Council to enter into an agreement with a land owner to provide for a vested property
37 rights period of more than three (3) years.

38 F. The parties to the Second Agreement desire to amend it to extend the vested rights
39 granted by such agreement to January 9, 2031, adding 5 additional years to the term of the
40 Second Agreement.

41 G. No additional commitments, as encouraged to be made in connection with an

1 application for a development agreement in accordance with Section 9-9-4 of the Breckenridge
2 Town Code, are required by the Town because the extension of the vested property rights will
3 encourage the Developer to delay development and, therefore, the lease of Tract B to the Town
4 for trails will extend for a longer period of time. In addition, Developer has agreed to grant Town
5 a right of first refusal (“Right of First Refusal”) for the Property in connection with the extension
6 of the Second Agreement.

7 H. The procedures to be used to review and approve a development agreement are
8 provided in Chapter 9 of Title 9 of the Breckenridge Town Code.

9 I. The proposed Amendment to the Second Agreement between the Town and the
10 Developer has been prepared, a copy of which is marked Exhibit “A”, attached hereto and
11 incorporated herein by reference (“**Amendment**”).

12 J. The Town Council has reviewed the proposed Amendment.

13 K. The Town Council had a preliminary discussion of application and the proposed
14 Development Agreement as required by Section 9-9-10(A) of the Breckenridge Town Code.

15 L. The Town Council determined that the Developer’s request for a development
16 agreement need not be referred to the Breckenridge Planning Commission for its review and
17 recommendation.

18 M. The Town Council finds and determines that the approval of the Amendment is
19 warranted in light of all relevant circumstances.

20 N. The requirements of Chapter 9 of Title 9 of the Breckenridge Town Code have
21 substantially been met in connection with the approval of the Amendment and the adoption of
22 this ordinance.

23 Section 2. Approval of Amendment. The Amendment between the Town and Christie
24 Heights Partnership, a California general partnership, is approved, and the Town Manager is
25 authorized, empowered, and directed to execute such Amendment for and on behalf of the Town
26 of Breckenridge.

27
28 Section 3. Notice of Approval. The Amendment must contain a notice in the form
29 provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in compliance
30 with the requirements of Section 9-9-13 of the Breckenridge Town Code must be published by
31 the Town Clerk one time in a newspaper of general circulation in the Town within fourteen days
32 after the adoption of this ordinance. Such notice shall satisfy the requirement of Section
33 24-68-103, C.R.S.

34
35 Section 4. Police Power Finding. The Town Council finds, determines, and declares that
36 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
37 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
38 the inhabitants thereof.

39
40 Section 5. Authority. The Town Council finds, determines, and declares that it has the

1 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
2 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
3 Charter.
4

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

8 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
9 PUBLISHED IN FULL this ____ day of _____, 2025. A Public Hearing shall be held at the
10 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
11 _____, 2025, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
12 Town.
13

14 TOWN OF BRECKENRIDGE
15

16
17 By: _____
18 Kelly Owens, Mayor
19

20 ATTEST:
21
22
23

24 _____
25 Helen Cospolich, Town Clerk
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

47 Amendment to Development Agreement Ordinance (4.15.25)(First Reading)
48

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

AMENDMENT TO DEVELOPMENT AGREEMENT
FOR
EXTENDED VESTING
OF
DEVELOPMENT PERMIT #2016-040
FOR
CUCUMBER CREEK ESTATES

This Amendment to the Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates (“Agreement”) is made as of the ____ day of _____, 2025 between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado, (the “Town”) and CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership (the “Developer”).

Recitals

A. Developer is the owner of the real property described as follows:

TRACT B, CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2, ACCORDING
TO THE PLAT THEREOF RECORDED JANUARY 31, 2001 UNDER
RECEPTION NO. 644114, SUMMIT COUNTY, COLORADO

(“Tract B”).

B. Pursuant to Development Permit #2016-040 (“Master Plan Permit”), the Town approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract B.

C. The Town and Developer previously entered into a Development Agreement for Extended Vesting dated February 28, 2012 and recorded October 1, 2012 under Reception No. 1004271, Summit County, Colorado (“Original Agreement”), and entered into a second Development Agreement for Extended Vesting of Development Permit #2016-040 dated June 14, 2016 and recorded December 29, 2016 under Reception No. 1130684 (“Second Agreement”).

D. The vested property rights period under the Second Agreement will expire on January 9, 2026. As used in this Agreement, the term “vested property rights period” shall have the meaning, purpose and effect afforded such term in the Breckenridge Development Code, including, but not limited to, Section 9-1-17-11 and Policy 39 of Section 9-1-19.

E. Paragraph K of Section 9-1-17-11 of the Breckenridge Development Code authorizes the Town Council to enter into an agreement with a land owner to provide for a vested property rights period of more than three (3) years.

F. The parties to the Second Agreement desire to amend it to extend the vested rights granted by such agreement to January 9, 2031.

G. No additional commitments in accordance with Section 9-9-4 of the Breckenridge Town Code are required by the Town because the extension of the vested property rights will encourage the Developer to delay development and, therefore, the lease of Tract B to the Town for trails will extend for a longer period of time.

H. The Town Council has received all required submittals for an amendment to the Second Agreement, had a preliminary discussion of the application and this Amendment, determined that it should commence proceedings for the approval of this Amendment and, in accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

I. Therefore, the Second Agreement is hereby amended as follows:

Agreement

1. The Town acknowledges and agrees that it has determined that circumstances warrant an extension of the vested rights granted by the Second Agreement for five (5) additional years until because of the continued desire of the Developer to delay development and the continued desire of the Town to have its lease of Tract B for trails continue for as long as possible.

2. Developer does hereby grant to Town a Right of First Offer to purchase the Property, as set forth in attached Exhibit A. The Right of First Offer Agreement shall be executed by Developer prior to or concurrently with Town's execution of this Amendment.

3. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To The Town:

Shannon B. Haynes, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

With A Copy (which shall not constitute notice to the Town) to:

Keely Ambrose, Esq.
Town Attorney
P.O. Box 168
Breckenridge, CO 80424

If To The Developer:

Timothy J. Casey
Christie Heights Partnership
P.O. Box 2340
Breckenridge, CO 80424

With A Copy (which
shall not constitute
notice) to:

Mark Hurlbert, Esq.
Huntley & Associates
P.O. Box 588
Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given upon delivery. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

4. Except as otherwise stated herein, all other provisions of the Second Agreement remain unchanged and in full force and effect.

[Separate Signature Pages Follow]

TOWN OF BRECKENRIDGE,
a municipal corporation
of the State of Colorado

Attest:

Helen Cospolich, Town Clerk

By: _____
Shannon B. Haynes, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____,
2025 by Shannon B. Haynes as Town Manager of the Town of Breckenridge, a Colorado municipal
corporation of the State of Colorado.

Witness my hand and official seal.
My commission expires: _____

Notary Public

CHRISTIE HEIGHTS PARTNERSHIP,
a California general partnership

By: _____
Timothy J. Casey, Managing Partner

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this ____ day of _____, 2025 by Timothy J. Casey, Managing Partner of Christie Heights Partnership, a California general partnership.

Witness my hand and official seal.
My commission expires:_____

Notary Public

RIGHT OF FIRST OFFER AGREEMENT

THIS RIGHT OF FIRST OFFER AGREEMENT (the “Agreement”) is made this ___ day of _____, 2025, by and between Christie Heights Partnership, a California general partnership, whose address is P.O. Box 2340, Breckenridge, Colorado 80424 (“Christie Heights Partnership” or “Grantor”), and the Town of Breckenridge, a municipal corporation of the State of Colorado, whose address is P.O. Box 168, Breckenridge, Colorado 804234 (the “Town” or “Grantee”);

RECITALS

A. Christie Heights Partnership is the owner of the real property described as follows:

TRACT B, CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2, ACCORDING TO THE
PLAT THEREOF RECORDED JANUARY 31, 2001 UNDER RECEPTION NO. 644114,
SUMMIT COUNTY, COLORADO

Herein referred to as “the Property.”

B. The Town, pursuant to Development Permit #2016-040 (“Master Plan Permit”), approved a Master Plan for Cucumber Creek Estates as a site specific development plan for the Property. Christie Heights Partnership and the Town are parties to an existing Development Agreement for Extended Vested Rights of the master plan for the development of the Property (“Development Agreement”). The Development Agreement expires on January 9, 2026.

C. Christie Heights Partnership has requested an amendment to the Development Agreement to extend the period of vested rights for an additional 5 years (“Amendment”).

D. As part of the consideration for the Town entering into Amendment, Christie Heights Partnership, as Grantor, has agreed to grant and convey to the Town a right of first offer, subject to the terms and conditions set forth herein, providing for the Town, under certain circumstances, to have the first right of offer to purchase the Property, or any portion thereof, before the Property is offered for sale to unrelated third parties.

AGREEMENT

1. Right of First Offer: In the event Grantor wishes to market the Property in whole or in part for sale and Grantee shall have a one-time right of first offer to purchase the Property pursuant to the terms of this Section (the "Purchase ROFO"). Prior to transferring its interest in the Property or entering into any agreement providing for the transfer of its interest in the Property or any portion thereof, subject to the exclusion provided for in paragraph 2 exempting the individual sale of lots. Grantor shall send Grantee a written agreement setting forth the terms upon which Grantor is willing to transfer the same (such an agreement being referred to herein as a "Disposition Agreement"). Grantee shall have thirty (30) days after its receipt of a Disposition Agreement to notify Grantor, in writing, of whether or not Grantee desires to acquire the Property on the terms set forth therein; provided Grantee may endeavor to negotiate the terms of a Disposition Agreement with Grantor during such thirty (30) day period. In the event Grantee notifies Grantor that it desires to acquire the Property on the terms set forth in any Disposition Agreement within such thirty (30) day period, Grantee and Grantor shall promptly enter into such Disposition Agreement, with such modifications thereto as may have been agreed upon.

2. Grantee Elects Not to Purchase: If Grantee shall fail to exercise the Purchase ROFO, after notice by Grantor as provided herein, such right shall be deemed to have lapsed and expired and shall be of no further force or effect. Thereafter, Grantor may freely sell the Property in whole or in part to any other party at any time, on any terms, in Grantor's sole discretion; provided that if Grantor has not sold or entered into an agreement to sell or otherwise convey the Property to an unaffiliated third party within three hundred and sixty five (365) days of Grantee's failure or rejection of the Purchase ROFO then the Purchase ROFO shall be revived and Grantor shall proceed in accordance with the provisions of Paragraph 1 and 2 with respect to any subsequent disposition of the Property. Additionally, if (i) Grantor enters into an agreement to sell or otherwise convey the Property within such three hundred and sixty (365) day period but does not ultimately sell or convey the Property pursuant to such agreement and (ii) three hundred and sixty five (365) days has passed since Grantee's failure or rejection of the Purchase ROFO then the Purchase ROFO shall be revived and Grantor shall proceed in accordance with the provisions of Paragraph 1 and 2 with respect to any subsequent disposition of the Property. For avoidance of doubt, if Grantor enters into an agreement to sell or otherwise convey the Property within such three hundred and sixty-five (365) day period (i) Grantor shall have the right to convey the Property pursuant to such agreement regardless of timing and (ii) if Grantor does not ultimately sell or convey the Property pursuant to such agreement Grantor shall have the right to subsequently convey the Property or enter into another agreement to sell or convey the Property during the three hundred and sixty five (365) days following Grantee's failure or rejection of the Purchase ROFO without the Purchase ROFO being revived. In all instances, the revival of the Purchase ROFO after three hundred sixty-five days shall only apply to the whole Property and not to individual lots. If Grantee fails to timely perform any of its obligations as set forth herein or in the Disposition Agreement, or if Grantee shall opt not to exercise the Purchase ROFO or otherwise fails to close on the purchase of the Property pursuant to the terms of the Disposition Agreement, the Purchase ROFO shall lapse and Grantor shall be free to sell the Property and

such sale shall be free and clear of the Purchase ROFO (other than the requirement set forth in the preceding sentence).

3. Not Transferable. The Purchase ROFO is personal to the Town and, except in the case of an assignment to an Affiliate, may not be assigned by the Town. The Purchase ROFO may not be exercised by anyone other than the Town. Any attempted assignment of the Purchase ROFO shall be of no effect and the Purchase ROFO shall become forever null and void as of the date of the purported assignment.

4. Exempt Transfers. Notwithstanding anything contained herein to the contrary, in no event shall any of the following trigger the Purchase ROFO:

- (i) The sale of the Property to (A) any entity controlling, controlled by, or under common control of, Christie Heights Partnership, or (B) any successor to Christie Heights Partnership by merger, consolidation, or reorganization;
- (ii) a transfer to one or more corporations, partnerships, limited liability companies, trusts, or other entities in which Grantor or Grantor's heirs, successors, or assigns have sufficient control to be able to cause said entities at any time to transfer the Property, or portion thereof, and fulfill the other obligations of Grantor under the terms and conditions of this Agreement; further, Grantor covenants that during the existence of this Agreement Grantor or Grantor's heirs, successors, or assigns will continue to retain sufficient control of said entities to be able to cause said entities to transfer the Property or portion thereof, as aforesaid, and to fulfill all of Grantor's obligations under this Agreement; and all certificates evidencing ownership of said entities shall be issued bearing a notation thereon that the transfer thereof is restricted and subject to the terms and conditions of this Agreement;
- (iii) a transfer by reason of the death of Grantor;
- (iv) The entering into of any management agreement or any similar agreement which transfers control of the Property by Christie Heights Partnership;
- (v) The entering into by Christie Heights Partnership of any ground lease, mortgage, or trust deed upon all or any portion of the Property or any renewals, modifications, consolidations, replacements, extensions, and re-financings thereof; or

5. Dispute Resolution. Any dispute, claim, or controversy (“Dispute”) arising out of or relating to this Agreement or the breach thereof shall be settled by employing the procedures set forth herein.

6. Mediation. If a Dispute has not been resolved by negotiation in the normal course of business, the Parties shall endeavor to settle any Dispute by non-binding mediation with a neutral third party, who is also a professional mediator and knowledgeable in the field of real estate matters. If the Parties encounter difficulty in agreeing on a neutral third party mediator, they shall each appoint a mediator, and those mediators shall then appoint a neutral third party to mediate the Dispute. Mediation, as set forth herein, shall be a prerequisite to any arbitration and/or litigation and the costs of mediation shall be shared equally by Christie Heights Partnership and the Town. Mediation shall be commenced upon the demand of either Christie Heights Partnership or the Town.

7. Arbitration and/or Litigation. If a Dispute has not been resolved by mediation as provided above, then any Dispute arising out of or relating to this Agreement, or the breach thereof, may be settled by arbitration upon the mutual agreement of the Parties; or such Dispute may be settled through litigation by proceeding directly to a court of competent jurisdiction in Summit County, Colorado.

8. Attorney’s Fees and Costs Shall be Recovered. If any legal action or arbitration, other than mediation, is brought for the enforcement of this Agreement or any of its provisions, or because of an alleged Dispute, breach, or default in connection with any of the provisions hereof, the prevailing party shall recover its reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

9. Notices. All notices required or permitted by this Agreement shall be given by personal delivery, registered or certified mail, postage prepaid, return receipt requested, or by overnight carrier, prepaid, receipt acknowledged to the following:

If To The Town: Shannon B. Haynes, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

With A Copy (which shall not constitute notice to the Town) to: Keely Ambrose, Esq.
Town Attorney
P.O. Box 168
Breckenridge, CO 80424

If To Christie Heights Partnership: Timothy J. Casey, Managing Partner

Christie Heights Partnership
P.O. Box 2340
Breckenridge, CO 80424

10. Miscellaneous

(i). All offers, acceptances and any other notices or statements contemplated or required by this Agreement shall be sent by certified or registered United States mail, return receipt requested, to the intended recipient thereof at the addresses stated on the first page of this Agreement, or to such other addresses as may be designated in writing by any party. Any periods of time within which action is to be taken hereunder shall commence on the date notice thereof is received.

(ii). Subject to the limitation expressed in Paragraph 2 above, this Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, successors, and personal representatives of the parties hereto.

(iii). This Agreement is made in Colorado and shall be governed by and interpreted in accordance with the law of Colorado.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day and year first above written.

GRANTOR:
CHRISTIE HEIGHTS PARTNERSHIP, a California General Partnership

By: _____
Tim Casey, Managing Partner

GRANTEE:

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, as _____, of Christie Heights Partnership, a California General Partnership.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

**Christie Heights Partnership
PO Box 1605
Breckenridge, CO 80424**

January 29, 2025

VIA EMAIL (chrisk@townofbreckenridge.com)

Mr. Chris Kulick
Department of Community Development
Town of Breckenridge
PO Box 168/150 Ski Hill Road
Breckenridge, CO 80424

Dear Chris:

Christie Heights Partnership (“CHP”) is requesting that the Development Agreement for Extended Vesting of Development Permit #2016-040 be extended for three years from its current expiration date of January 9, 2026 to January 9, 2029. This Agreement was recorded August 22, 2016 under Reception No. 119421 (attached) between Christie Heights Partnership and the Town of Breckenridge for Cucumber Creek Estates.

Christie Heights Partnership’s remaining ownership, which represents the balance of the undeveloped property at Cucumber Creek, consists of 3.01 acres known as Tract A, according to the Plat recorded June 19, 2018 under Reception No. 1172546 and is attached for your review.

CHP (Lessor) entered into a Lease with the Town of Breckenridge (Lessee) on October 25, 2018 for the remainder of its undeveloped property, Tracts A, B, D, E and F Cucumber Creek Estates Subdivision according to the plat recorded June 19, 2018 under Reception No. 1172546. The remaining undeveloped ownership at Cucumber Creek is CHP’s ownership consisting of 3.01 acres, known as Tract A, and is subject to the terms of the attached Lease and continuation of the uses stated below.

Paragraph 5 of the Lease, Use of the Property, states:

“The Property may be used by the Tenant only as follows: (a) for hiking, non-motorized biking, and nature programs during the summer months (May through October); and (b) for Nordic skiing, snowshoeing, and similar winter recreational activities during the winter months (November through April), together with such other uses and programs as may be agreed to by the parties. Except for: (a) trail grooming equipment used in connection with Nordic skiing and (b) motorized vehicles used by Tenant for maintenance and management of the Property, no motorized vehicles are permitted on the Property. No other use of the Property will be made by Tenants without Landlord’s prior written consent. Landlord will have the right to use the Property for any purpose that does not unreasonably interfere with Tenant’s use rights provided in the lease, with Landlord’s uses to include, but not limited to, activities associated with maintenance of forest health and planning for development.”

I would like to provide some historical context as to the stewardship and partnership with Christie Heights Partnership and the Town dating back 39 years when it purchased approximately 65 acres west of Park Avenue to the middle of Cucumber Creek:

- CHP dedicated the land to the Town and moved the historic structures to Lomax Placer Gulch Historic Park.
- CHP conveyed to the Town 23.33 acres of land extending to the middle of Cucumber Creek at a price significantly below market value. The sale eliminated the development of 23 single family lots and facilitated the establishment of the Cucumber Creek Preserve.
- For no monetary compensation, CHP conveyed .33 acres to the Breckenridge Nordic Center, which is owned by the Town and leased to the Daytons, and 1.3 acres to the Town allowing for the construction of the Breckenridge Nordic Center and up to 10,000 square feet of improvements.
- CHP was an early proponent of the reduction of home sizes at Cucumber Creek by limiting home sizes to a maximum of 7,500 square feet in 2001. A subsequent reduction in home size was agreed to for the remaining six (6) single family homes allowing for a maximum of 6,200 square feet to be constructed on Tract A as provided for in Plat Note 12 on Plat Reception Number 1172546 dated June 19, 2018.
- CHP transferred 2.5 single family equivalents, along with the Town's 3.0 single family equivalents, allowing the BOEC to construct a third floor of workforce housing at the Wellington office building owned by the Town and leased to the BOEC.

Additionally, we have asked for a letter of support for this request from the Breckenridge Nordic Center.

Thank you for considering Christie Heights Partnership's request that the Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates be extended for its remaining ownership, Tract A, for an additional three (3) years to January 9, 2029. We believe the extension will benefit the Town, Christie Heights Partnership and our entire community.

As we discussed, we would like to meet with the Town Council at a work session to discuss the merits of our request. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Casey", written in a cursive style.

Timothy J. Casey, Partner
Christie Heights Partnership

Attachments

January 2025

To the Breckenridge Town Council
C/O Chris Kulick

I am writing this letter on behalf of the Breckenridge Nordic Center in support of Christie Heights Partnership's request to extend the Development Agreement for Extended Vesting for an additional three (3) years.

The Breckenridge Nordic Center's trails are located within the Cucumber Gulch Nature Preserve and the surrounding neighborhoods of Shock Hill, Christie Heights, White Wolf and Cucumber Creek Estates. There is one final piece of land that is yet to be developed off Cucumber Creek Road. This three-acre parcel (known as Tract A), includes a portion of our trails and backs up to our cross-country and snowshoe trails as well as summer hiking trails at the edge of the Cucumber Gulch Wildlife Preserve. For decades, Christie Heights Partnership has graciously allowed us to use this land for cross country skiing and snowshoeing in the winter months and has allowed the community to use the land for hiking, non-motorized biking and nature programs in the summer months.

It has come to our attention that the development vesting for Christie Heights Partnership expires in January 2026. Christie Heights Partnership is requesting a three-year extension to their Development Permit. An approved extension would be incredibly valuable for us as a trail operator to allow us to provide improved recreational experiences for guests for another three years. It would also allow us time to make plans to move snowshoe trails away from planned construction. An approved extension would be mutually beneficial for the Breckenridge Nordic Center, our guests' experience and the residents of the Summit County community who enjoy these pristine trails in both summer and winter.

In conclusion, we, at the Breckenridge Nordic Center, support the approval of Christie Heights Partnership's request to extend their Development Agreement for Extended Vesting for Tract A for an additional three years.

Sincerely,



Therese and Gene Dayton
Owner Operators
Breckenridge Nordic Center

(970) 389-4641

MASTER PLAN NOTES / ARCHITECTURAL GUIDELINES

A. Professional Design Assistance:

A Colorado licensed architect is required for all building plans for the Cucumber Creek Development. A Colorado licensed structural and civil/soils engineer is also required for each building design. Image sketches illustrating samples of these Architectural Guidelines are attached to this Master Plan.

B. Design and Configuration:

- Each building will be individually reviewed and approved by the Town of Breckenridge through the Class C development review permit process. This will allow input from the Homeowners Association, Community Development Staff, Planning Commission and Town Council to ensure appropriate design.
- This Master Plan will provide architectural design that will utilize contemporary materials in harmony with the site's natural environment, window patterns and exterior details to make the new homes a product of our modern time.
- Architectural variability is important to the success of this development. When similar unit types are adjacent to each other, a combination of unique exterior elements will be used to create variety and avoid excessive similarity. Variable exterior elements may include: building massing, roof forms, material variations, deck treatments, outdoor room edges, window patterns, trim patterns and colors.
- Built units will be roughly based upon the samples of typical unit plans and elevations from the approved Master Plan. The designs should be customized and vary in size.
- For duplex buildings and clustered single family homes, the minimum separation between buildings, measured from eave to eave or deck to deck, shall be 10 feet.

C. Building Height and Massing:

- Building height measurements shall be measured in compliance with the Town of Breckenridge Development Code and shall be a maximum of 32 feet for single family lots, and 35 feet for clustered single family homes and duplex buildings.
- Building massing shall include terraced edges by utilizing forms that are lower at the sides of each of the buildings. Decks and outdoor rooms with landscaped wall enclosures are encouraged and help break down the scale of the building at the edges.

D. Exterior Walls:

- Large, unbroken planes of a single material shall be avoided. Recessed and projecting design elements such as plan offsets, projected cantilevers, plan recesses, bay windows, covered entries, chimneys, or porches, shall be used to break up the wall planes to create architectural visual interest. Plan view offsets of 32" minimum dimension are highly encouraged.
- Exterior wall materials may be of natural stone, heavy timber, distressed laminated beams, hewn logs, natural wood, painted wood, natural patina shakes, natural colored metal panels, wood shakes, or other materials approved by the Town of Breckenridge. Railings shall be wood, metal or provided within enclosed roof forms. Unnatural materials, as determined by the Town of Breckenridge Development Code, shall not exceed 15% of any one elevation's total surface area.
- It is encouraged to use secondary colors on accent materials and secondary siding materials. All exterior material colors shall be in a natural palette in compliance with the Town of Breckenridge Development Code.

E. Roofs:

- Roof forms shall utilize gable configurations, barrel roofs, flat roofs, shed roofs, hip roofs and other complementary roof forms. Flat roofs may be used as secondary accent forms and should be centrally drained. All drainage should be designed and approved by the consulting civil/soils engineer.
- Roofs shall be constructed to a Class A Assembly and roofing materials shall be non-reflective metal, heavy rusticated composition shingles, or fire retardant simulated shakes or shingles.
- When similar residences are side by side, varying roof forms and building geometry are required.

F. Windows:

- All homes shall utilize aluminum clad wood windows. Corner windows, clerestory windows and geometric accent muntin patterns are encouraged.
- When similar residences are side by side, varying window patterns are required to make each building unique.

G. Entries and Exterior Doors:

- In duplex buildings, garage door locations shall alternate between front-load and side-load configurations where possible. Doors shall have glazed panels and be wood clad. Patterns shall vary.
- Entry and garage doors shall be arranged and separated to convey the feeling of custom single family residences where applicable.

H. Exposed Metal, Chimneys, Flues:

- All exposed metals such as fascia flashings, beam flashings, cap flashings, wall flashings, wall vents, roof vents, metal enclosures, flues and chimneys shall be of a non-reflective approved color and non-reflective. Exposed flue pipes are allowed if cleanly detailed and painted a dark non-reflective color to match the roof color.
- When similar residences are side by side, variation of metal elements, chimneys, vents and/or flues are required.

I. Minimum and Maximum Square Footages:

- No duplex building's total density (total of both sides of a duplex buildings) shall exceed 5,000 square feet. (Garages are counted as mass and do not count toward the density.)
- Built units are allowed to be customized and vary in total density by plus or minus 10%.
- The total finished areas for the development shall not exceed the following totals: Maximum Density = 84,700 Square Feet
Maximum Mass = 101,640 Square Feet

Density Mass Total	Density	Mass
Units in duplex buildings (12 units)	30,000	36,000
Clustered single family homes (5 homes)	17,500	21,000
Single Family (6 homes @ 6,200 sq.ft.)	37,200	44,640
Total	84,700	101,640

Areas below grade do not count as density or mass as defined by the town code as follows: Square footage provided in living and non-living spaces that have a top plate or ceiling which is buried within two feet of finished grade, shall not count as mass or density. The mass and density allocations per unit type have been allocated as follows.

	Density	Mass
Each units in duplex building	2,500	3,000
Each clustered single family home	3,500	4,200
Each Single Family	6,200	7,440

Each unit shall not exceed the allocated density and mass noted above by more than 10%. In no case shall the total density and mass for each of the three categories noted above be exceeded.

J. Landscaping:

All plantings shall comply with the Town of Breckenridge's Development Code Requirements. Boulder walls shall be minimized in scope and, where provided, landscaped and terraced in four-foot maximum height. All boulder walls shall be stacked horizontal (sloam type) stones. All decorative boulders shall be buried by at least 50%.

K. Changes and Future Additions:

A Colorado licensed architect is required for all proposed building changes and future additions. No work shall be undertaken (other than routine maintenance and repair) which will result in changes in the exterior appearance, including painting and staining, without prior written approval of the Homeowners Association, Architectural Committee appointed by the Homeowners Association. In addition, a Development Permit from the Town of Breckenridge may be required.

It may be possible for homeowners to provide additions and/or modifications to individual units as long as approval is obtained from the Homeowners Association and there is remaining density on the overall project. Written approval of the Homeowners Association is required to include allocation of the density/mass prior to application to the Town for development permit review. Additions and modifications shall strictly adhere to these guidelines. Allocation and fees to acquire this density is at the discretion of the developer and the Homeowners Association.

L. Covenants, Codes and Restrictions:

These guidelines shall be incorporated into the project Covenants, Codes and Restrictions, and the Homeowners Association Architectural Guidelines as appropriate.

BUILDING ENVELOPE AREAS

LOT	AREAS
SF 1	9,655
SF 2	6,114
SF 3	9,491
SF 4	7,365
SF 5	11,864
SF 6	11,022
5 CLUSTERED SINGLE FAMILY HOMES	30,200
12 UNITS IN SIX DUPLEX BUILDINGS	61,700

ALLOWED DENSITY

CUCUMBER CREEK PARCEL 'A'	82,000
	19,200
TOTAL	98,700 SF.

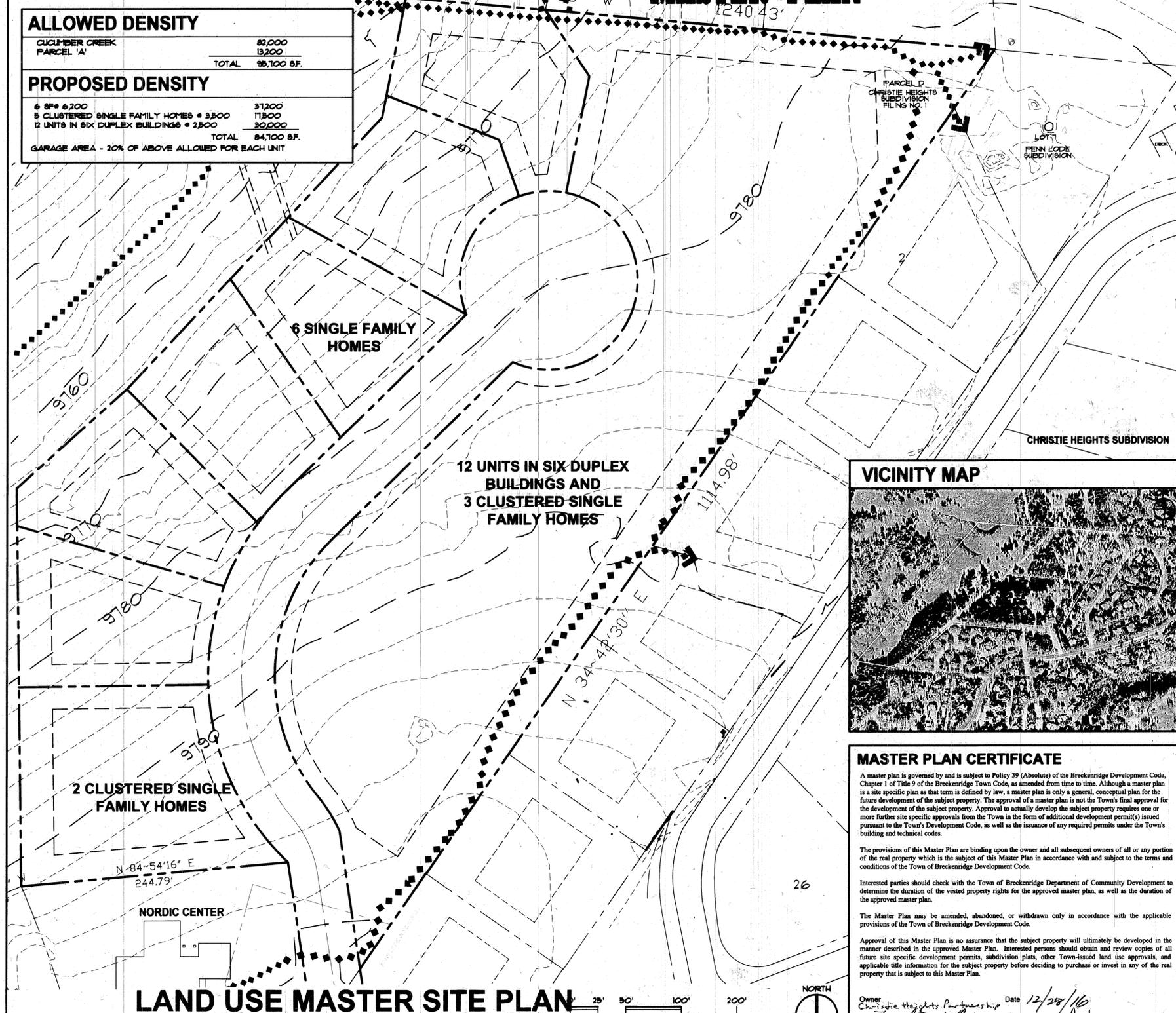
PROPOSED DENSITY

6 SF @ 6,200	37,200
5 CLUSTERED SINGLE FAMILY HOMES @ 3,500	17,500
12 UNITS IN SIX DUPLEX BUILDINGS @ 2,500	30,000
TOTAL	84,700 SF.

GARAGE AREA - 20% OF ABOVE ALLOWED FOR EACH UNIT

CUCUMBER CREEK ESTATES

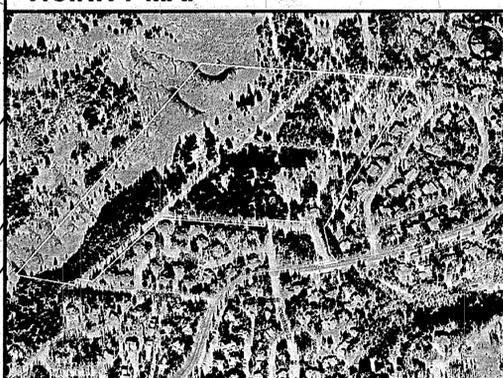
MASTER PLAN Exhibit A



REVISIONS:
JOB NO: 39802
DATE: 11/20/15
DRAWN BY: J PAULAK
CHECKED BY: M HOGAN
© 2016 THIS DRAWING IS COPYRIGHTED AND SHALL NOT BE REPRODUCED WITHOUT ARCHITECT'S WRITTEN PERMISSION

MASTER PLAN FOR RECORDS: 11/20/15
10/19/16 CLARIFICATIONS
12/21/16 FINAL

VICINITY MAP



MASTER PLAN CERTIFICATE

A master plan is governed by and is subject to Policy 39 (Absolute) of the Breckenridge Development Code, Chapter 1 of Title 9 of the Breckenridge Town Code, as amended from time to time. Although a master plan is a site specific plan as that term is defined by law, a master plan is only a general, conceptual plan for the future development of the subject property. The approval of a master plan is not the Town's final approval for the development of the subject property. Approval to actually develop the subject property requires one or more further site specific approvals from the Town in the form of additional development permit(s) issued pursuant to the Town's Development Code, as well as the issuance of any required permits under the Town's building and technical codes.

The provisions of this Master Plan are binding upon the owner and all subsequent owners of all or any portion of the real property which is the subject of this Master Plan in accordance with and subject to the terms and conditions of the Town of Breckenridge Development Code.

Interested parties should check with the Town of Breckenridge Department of Community Development to determine the duration of the vested property rights for the approved master plan, as well as the duration of the approved master plan.

The Master Plan may be amended, abandoned, or withdrawn only in accordance with the applicable provisions of the Town of Breckenridge Development Code.

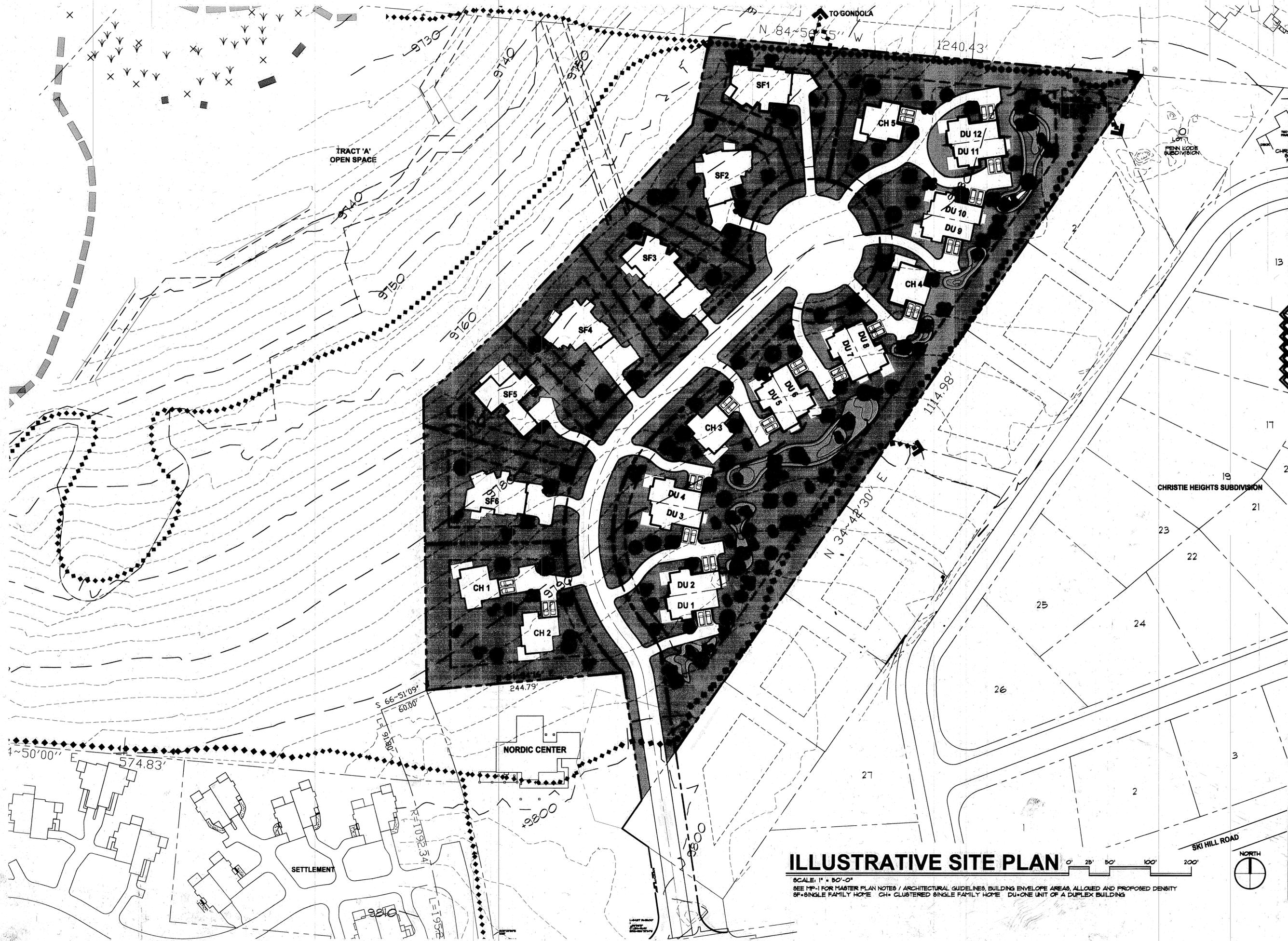
Approval of this Master Plan is no assurance that the subject property will ultimately be developed in the manner described in the approved Master Plan. Interested persons should obtain and review copies of all future site specific development permits, subdivision plans, other Town-issued land use approvals, and applicable title information for the subject property before deciding to purchase or invest in any of the real property that is subject to this Master Plan.

Owner: Christie Heights Partnership Date: 12/28/16
By: Timothy J. Pauley, Managing Partner
Director of Community Development Date: 1/16/17

© 2016
SHEET NUMBER:
MP-1
OF: 2

bhh Partners
P.O. BOX 831 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6860
CUCUMBER CREEK ESTATES
BRECKENRIDGE, CO

Notice of MP recorded @ Reception No. 1130683 (12/29/2016)



REVISIONS:

JOB NO: 598-02
 DATE: 11/20/16
 DRAWN BY: J PAULAK
 CHECKED BY: M HOGAN

© 2016 THIS DRAWING IS COPYRIGHTED AND SHALL NOT BE REPRODUCED WITHOUT ARCHITECT'S WRITTEN PERMISSION

13 MASTER PLAN FOR RECORD: 11/20/16
 10/19/16 CLARIFICATIONS
 12/21/16 FINAL

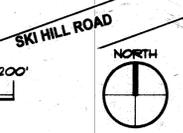
bhh Partners
 P.O. BOX 891 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 463-6680

CUCUMBER CREEK ESTATES
 BRECKENRIDGE, CO

© 2016
 SHEET NUMBER:
MP-2
 OF: 2

ILLUSTRATIVE SITE PLAN

SCALE: 1" = 50'-0"
 SEE MP-1 FOR MASTER PLAN NOTES / ARCHITECTURAL GUIDELINES, BUILDING ENVELOPE AREAS, ALLOWED AND PROPOSED DENSITY
 SF= SINGLE FAMILY HOME CH= CLUSTERED SINGLE FAMILY HOME DU= ONE UNIT OF A DUPLEX BUILDING



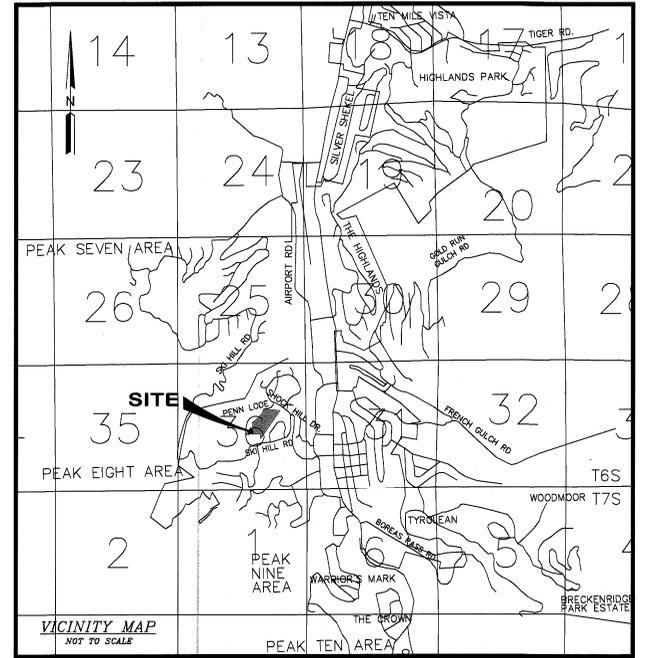
CUCUMBER CREEK ESTATES SUBDIVISION

LOCATED IN SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO

Exhibit B

PLAT NOTES

- Date of Survey: November 30, 2018.
- Basis of Bearing: Line 6-7 of the Cucumber Patch Placer, MS 2630 as shown on the plat of Christie Heights Subdivision Filing No. 2, bearing N 34°44'30" E, a distance of 1,115.14 feet.
- NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, or, to elect, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification.
- By acceptance of a deed to property burdened or benefited by easements described in notes set forth herein, the owners of such property agree to indemnify and hold harmless the Declarant and its respective successors and assigns from any liability pertaining to the use of such easements and further agree to use the easements in a safe and reasonable manner which does not unreasonably interfere with the rights of the other owners of property shown herein.
- The real property shown on this Plat is subject to the Master Plan approved by the Breckenridge Town Council on May 10, 2016, notice of approval of which was filed in the records of the Summit County Clerk and Recorder on December 29, 2016 at Reception No. 1130683, as amended from time to time (the "Master Plan").
- As part of its future development, Declarant, its successors or assigns may subject the real property within Cucumber Creek Estates Subdivision, or portions thereof, to one or more declarations of covenants, conditions, and/or land use restrictions. Any such declaration shall be recorded in the records of the Summit County, Colorado Clerk and Recorder.
- Declarant hereby reserves to itself and its successors and assigns, and hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, and to the Xcel Energy Company, Xcel Communications and Comcast Cable, together with their respective successors and assigns perpetual, non-exclusive easements in through and under that portion of the property designated on this Plat as an easement containing the word "Utility" in its descriptive name, which easements may be used solely for the purpose of constructing, operating, maintaining, repairing and replacing aboveground and underground transformers and other underground facilities necessary for the provision of electricity, gas, telephone, water and cable television services. Except as otherwise agreed by Declarant in writing, Declarant is hereby released from any liability associated with such dedication and public use of these easements and any facilities associated therewith, including without limitation, liability associated with design, maintenance and repair of such easements and facilities. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such easements, and the right to assign such right to a property owners association created for the property or any portion thereof (an "Association") for the purpose of protecting owners' rights to peaceful enjoyment of their property.
- Declarant hereby reserves to itself and its successors and assigns, and hereby grants, dedicates and conveys to the Upper Blue Sanitation District, subject to the reserved rights of Declarant herein set forth, perpetual, non-exclusive easements in, through and under that portion of the property designated on this Plat as an easement containing the word "Utility" or "Sewer" in its descriptive name, (each a "Sewer Easement" and collectively, the "Sewer Easements") which Sewer Easements may be used for the purpose of constructing, operating, maintaining, repairing, and replacing between such Declarant and the Upper Blue Sanitation District, Declarant is hereby released from any liability associated with the use of such Sewer Easements, including without limitation, liability associated with the design, construction, maintenance and repair of underground sewer facilities thereon. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Sewer Easements and the right to assign such right to an Association, but such restrictions shall not apply in the event of an emergency as reasonably determined by the Upper Blue Sanitation District.
- Declarant hereby reserves itself and its successors and assigns, and hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, perpetual, non-exclusive easements in, through and under those portions of the property designated on this Plat as an easement containing the word "Drainage" in its descriptive name, (each a "Drainage Easement" and collectively, the "Drainage Easements"), which Drainage Easements may be used solely for the purpose of constructing, operating, maintaining, repairing and replacing drainage facilities and storage of water from other lands. Except for the obligations of Declarant pursuant to the Subdivision Improvements Agreement between such Declarant and the Town of Breckenridge, Declarant is released from any liability associated with such dedication and public use of these Drainage Easements and any facilities associated therewith, including without limitation, liability associated with the design, maintenance and repair of such Drainage Easements and facilities. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Drainage Easements and the right to assign such right to an Association, for the purpose of protecting owners' rights to peaceful enjoyment of their property.
- Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, perpetual non-exclusive easements in, over and through those portions of the property designated on this Plat as an easement containing the words "Public Trail" in its descriptive name, (each a "Public Trail Easement" and collectively, the "Public Trail Easements"), which easement may be used for pedestrian, bicycle and nordic ski traffic and the construction, repair and maintenance of trails suitable for such use. No motorcycle, motorbike, snowmobile, golf cart or other motorized vehicle shall be permitted on such Public Trail Easements, other than motorized vehicles reasonably necessary for the operation, maintenance, repair and replacement of the Public Trail Easements, specifically including nordic ski grooming and maintenance vehicles. No horses or similar animals, whether being mounted or unmounted, are permitted on such Public Trail Easements. Declarant is hereby released from any liability associated with such dedication and public use of the Public Trail Easements, including without limitation, liability associated with construction, maintenance and repair of such easement. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Public Trail Easements and the right to assign such right to an Association for the purpose of protecting the owners' rights to peaceful enjoyment of their property.
- Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, in fee simple, for public use, the Road (that portion of the property designated on this Plat as "Cucumber Drive") which may be used for the purpose of constructing, operating, maintaining, repairing and replacing public roadways, drainage facilities, utilities and ingress and egress over the Road. Except for the obligations of Declarant pursuant to the Subdivision Improvement Agreement between Declarant and the Town of Breckenridge, upon acceptance of the Road by the Town of Breckenridge, Declarant shall be deemed released from any liability associated without limitation, liability associated with the design, construction, maintenance and repair of the Road.
- The total square footage of the improvements to be constructed within the Cucumber Creek Estates shall not exceed the following:
 - Site Single Family Homes to be constructed on Tract A: 6,200 sq. ft. per home.
 - Site Clustered Single Family Homes to be constructed on Tracts B through E: 3,500 sq. ft. per home.
 - Twelve Duplex Homes to be constructed on Tracts B through E: 2,500 sq. ft. per home.
 Maximum densities are not guaranteed to fit onto each Lot or Disturbance Envelope for which they are proposed. There may be Lots where the maximum allowable density may not be achievable due to application of the Town of Breckenridge Development Code design standards or because of existing natural features or the specific building sites.
- The Clustered Family Homes and Duplex Homes shall be constructed on Tracts B through E within the dashed line on the Plat labeled "Site Disturbance Boundary". All building improvements and excavation must be contained within the Site Disturbance Boundary. Private driveways and the retaining structures associated with the construction of private driveways, utility lines, landscaping, drainage and entry walks to residences are permitted outside the Site Disturbance Boundary. Except in connection with any of the foregoing, tree cutting outside the Site Disturbance Boundary is prohibited unless otherwise approved by the Declarant and the Town of Breckenridge.
- Any development permit for a Single Family Home upon Tract A shall include a building or disturbance envelope reasonably acceptable to the Town of Breckenridge and Declarant.
- Nothing contained in these Plat Notes shall restrict the Town of Breckenridge from reasonable use of the easements granted to it herein. In the event of an emergency, as reasonably determined by the Town of Breckenridge, (free from restrictions on the time and manner of use of such easement imposed by Declarant, if any).
- Declarant hereby reserves to itself and its contractors, subcontractors, agents, successors and assigns a perpetual, non-exclusive easement over, under and through each Tract and all other activities reasonably necessary or desirable to facilitate the construction, installation, repair and maintenance of all infrastructure, improvements and utilities now or hereafter constructed or required to serve any part of Cucumber Creek Estates Subdivision or other property now or hereafter owned by Declarant. Except as otherwise agreed by Declarant in writing, Declarant is hereby released from any liability associated with the use of such easements.
- Declarant hereby grants, dedicates and conveys to the Town of Breckenridge a perpetual, non-exclusive easement upon, across and over those portions of the property designated on this Plat as an easement containing the words "Snow Storage" in the description thereof which easements may be used solely for the storage and stacking of snow and related uses.
- This Plat does not constitute and shall not be construed as a title search, report, opinion or finding by the surveyor. This Plat is based in part on Land Title Guarantee Company of Summit County commitment for Title Insurance issued under File No. M20180632.



STATE OF COLORADO }
 COUNTY OF SUMMIT }
 TOWN OF BRECKENRIDGE }
 I hereby certify that this instrument was filed in my office at 1:37 P.M. this 19th day of June, 2018, and is duly recorded.

Dorothy
 Town Clerk



TOWN OF BRECKENRIDGE CERTIFICATE

This plat is approved this 19th day of June, 2018.

TOWN OF BRECKENRIDGE

By: *Pat Carls*
 Director, Department of Community Development

Notice:

Public notice is hereby given that the Town of Breckenridge hereby accepts all of the offers of dedication made by this plat. However, such acceptance does not constitute an acceptance of the roads and rights of way reflected hereon for maintenance by the Town.

Until such roads and rights of way meet Town road specifications and are specifically accepted by the Town, the maintenance, construction, and all other matters pertaining to or affecting said roads and rights of way are the sole responsibility of the owners of the land embraced within this subdivision.

NOTE: The Town Certificate on any subdivision plat may be executed by the Director of the Department of Community Development, or any Assistant Director.

OWNER'S CERTIFICATE

Know all men by these presents: that Christie Heights Partnership, a California General Partnership ("Declarant"), being sole owner in fee simple of the real property situated in Section 36, Township 6 South, Range 78 West of the Sixth Principal Meridian, Town of Breckenridge, County of Summit, State of Colorado and being more particularly described as follows:

Tract B as described on the Plat of Christie Heights Subdivision, Filing No. 2 filed under reception number 644114 on January 31, 2001 in the records of the Summit County, Clerk and Recorder,

containing 8.24 acres, more or less, has laid out, subdivided and platted the same into tracts, lots, right of way and easements as shown hereon under the name and style of CUCUMBER CREEK ESTATES SUBDIVISION, and does hereby set apart and dedicate to the perpetual use of the public the pieces and portions of the land designated as right of way and easements for the installation and maintenance of public roads, utilities, drainage and trails pursuant to the plat notes.

IN WITNESS WHEREOF, Timothy J. Casey, General Partner, has caused his name to be hereunto subscribed this 19th day of June, 2018.

Christie Heights Partnership
 a California General Partnership

By: *Timothy J. Casey*
 General Partner

STATE OF COLORADO }
 COUNTY OF SUMMIT }

The foregoing instrument was acknowledged before me this 19th day of June, 2018, by Timothy J. Casey, General Partner, Christie Heights Partnership, a California General Partnership.

Witness my hand and official seal.

MY COMMISSION EXPIRES: 6/21/19

Jill Block
 Notary Public

TITLE COMPANY CERTIFICATE

Land Title Guaranty Company of Summit County does hereby certify that it has examined the title to all lands shown hereon and all lands shown hereon and all lands herein dedicated by virtue of this plat and title to said lands is in the declarator free and clear of all taxes, taxes and encumbrances, except as follows:

None

Dated this 19th day of June, 2018.

LAND TITLE GUARANTY COMPANY OF SUMMIT COUNTY

By: *Cynthia Evans*

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of all taxes due and payable as of January 1st, 2018 upon parcels of real estate described on this plat are paid in full.

Dated this 19th day of June, 2018.

Patricia Heston
 Summit County Treasurer of Designee

SURVEYOR'S CERTIFICATE

I, Elizabeth K. Schmidt, a Colorado Registered Land Surveyor, do hereby certify that this Plat of Cucumber Creek Estates Subdivision was prepared by me and under my supervision, and that this Plat and the survey are true and accurate to the best of my knowledge and belief and that all monuments were placed pursuant to §§ 38-2-101.

Dated this 19th day of June, 2018.

Elizabeth K. Schmidt
 Elizabeth K. Schmidt, PLS NO. 37047

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
 COUNTY OF SUMMIT }

I hereby certify that this instrument was filed in my office at 2:19 P.M. this 19th day of June, 2018, and filed under Reception Number 1172546.

Kathleen Neal
 Summit County Clerk and Recorder

Rachel Allen
 Deputy Clerk

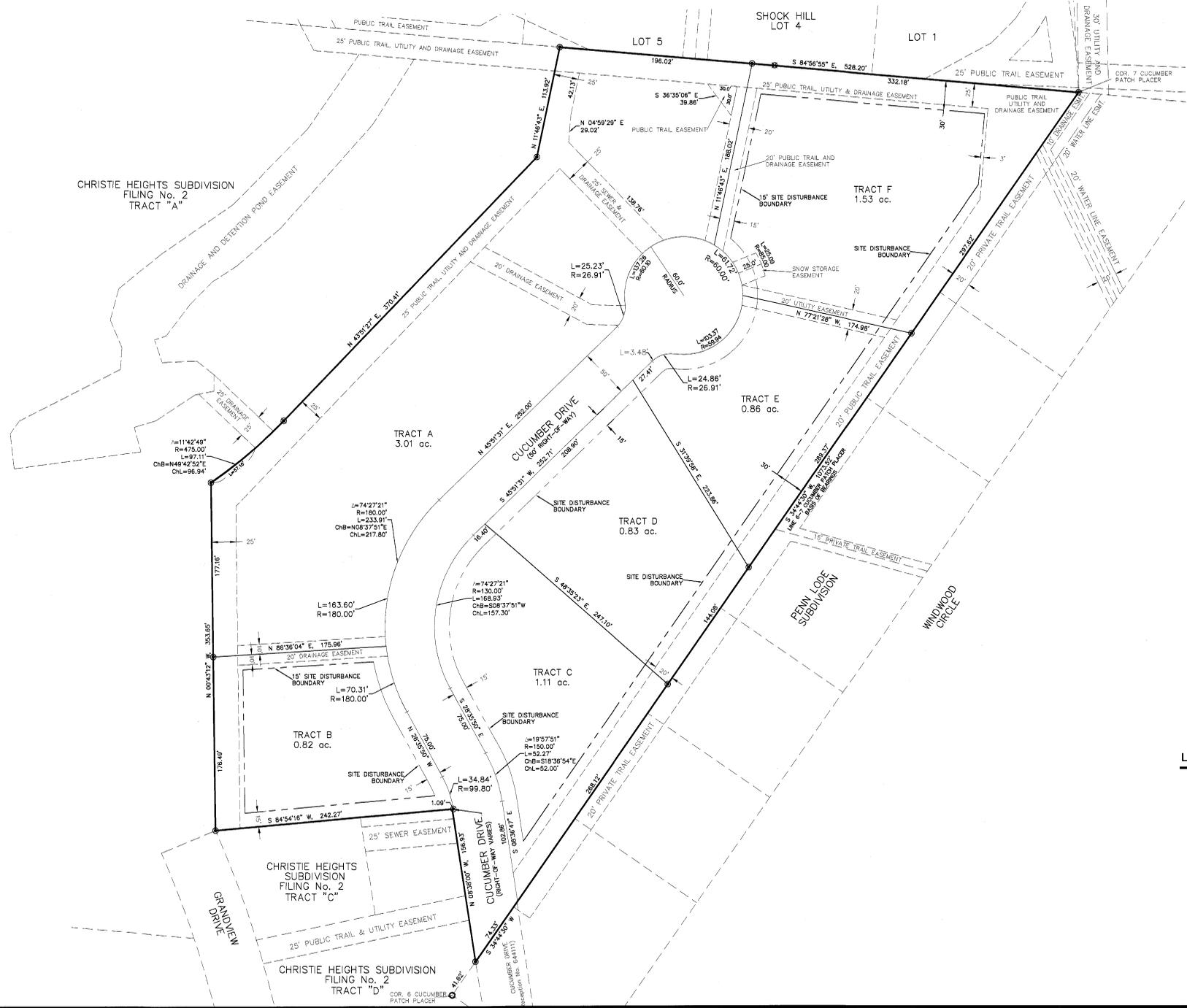
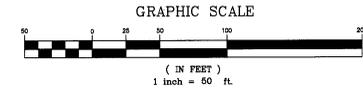
Drawn EKS	Dwg 1985 PL.dwg	Project 1985
Date 6/15/18	Scale 1" = 50'	Sheet 1 of 2

SCHMIDT
 LAND SURVEYING, INC.
 P.O. Box 5761
 FRISCO, CO 80443 970-409-9963

H-108

CUCUMBER CREEK ESTATES SUBDIVISION

LOCATED IN SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO



- LEGEND**
- FOUND COPPER WELD MONUMENT
 - ⊗ FOUND REBAR WITH 1.5" BRASS CAP (1967 JWM)
 - SET REBAR MONUMENT WITH CAP (PLS No. 37047)

Drawn EKS	Draw 1985 PLT.dwg	Project 1985
Date 6/15/78	Scale 1" = 50'	Sheet 2 of 2

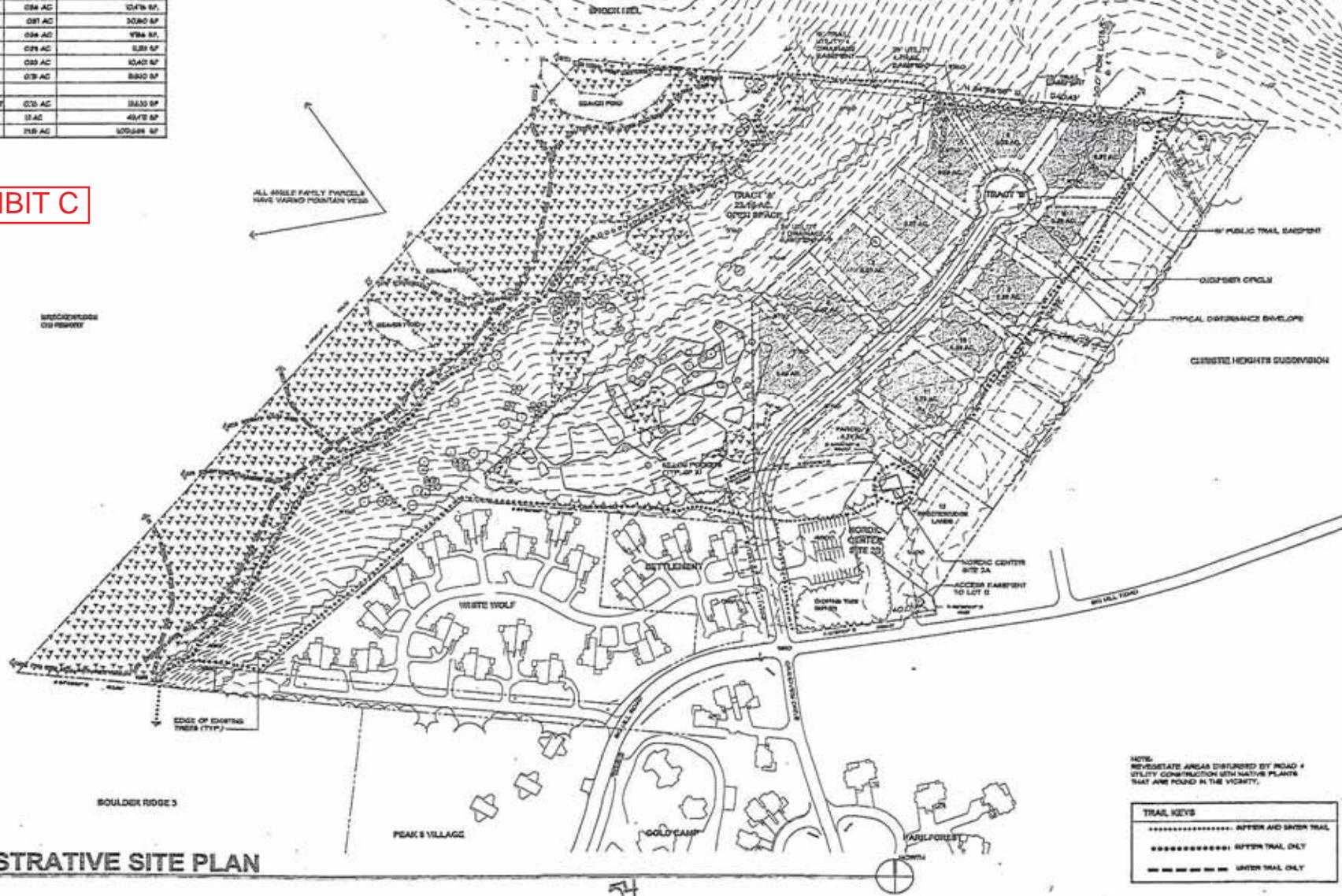
SCHMIDT
LAND SURVEYING, INC.
P.O. Box 3761
FRISCO, CO 80443 970-409-9963

CUCUMBER CREEK ESTATES

A RESUBDIVISION OF LOTS 2A, 2B AND PARCEL D, CHRISTIE HEIGHTS, FILING NO. 2, AND PARCEL A, PENN LODGE SUBDIVISION

LOT#	USE	LOT SIZE	SETBACK ENVELOPE SIZE
1	SINGLE FAMILY	0.64 AC	3,249 SF
2	SINGLE FAMILY	0.61 AC	3,070 SF
3	SINGLE FAMILY	0.69 AC	3,375 SF
4	SINGLE FAMILY	0.71 AC	3,581 SF
5	SINGLE FAMILY	0.71 AC	3,581 SF
6	SINGLE FAMILY	0.84 AC	4,176 SF
7	SINGLE FAMILY	0.81 AC	4,080 SF
8	SINGLE FAMILY	0.84 AC	4,176 SF
9	SINGLE FAMILY	0.71 AC	3,581 SF
10	SINGLE FAMILY	0.83 AC	4,147 SF
11	SINGLE FAMILY	0.73 AC	3,650 SF
PARCEL A	FUTURE DEVELOPMENT	0.23 AC	1,163 SF
RIGHT OF WAY		1.42 AC	7,072 SF
OPEN SPACE		71.9 AC	3,602,648 SF

EXHIBIT C



ILLUSTRATIVE SITE PLAN

REVISIONS:

JOB NO: 8402
 DATE: 03/05/00
 DRAWN BY: EPH
 CHECKED BY: ELS
 THIS DRAWING IS UNCONTROLLED AND SHALL NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

BAKER • HOGAN • HOUX
 ARCHITECTURE & PLANNING / A.L.A./P.C.
 P.O. BOX 931, ADAMS, BRUCE RIDGE, COLORADO 80424 (703) 431-8880
CUCUMBER CREEK ESTATES
 BRECKENRIDGE, COLORADO

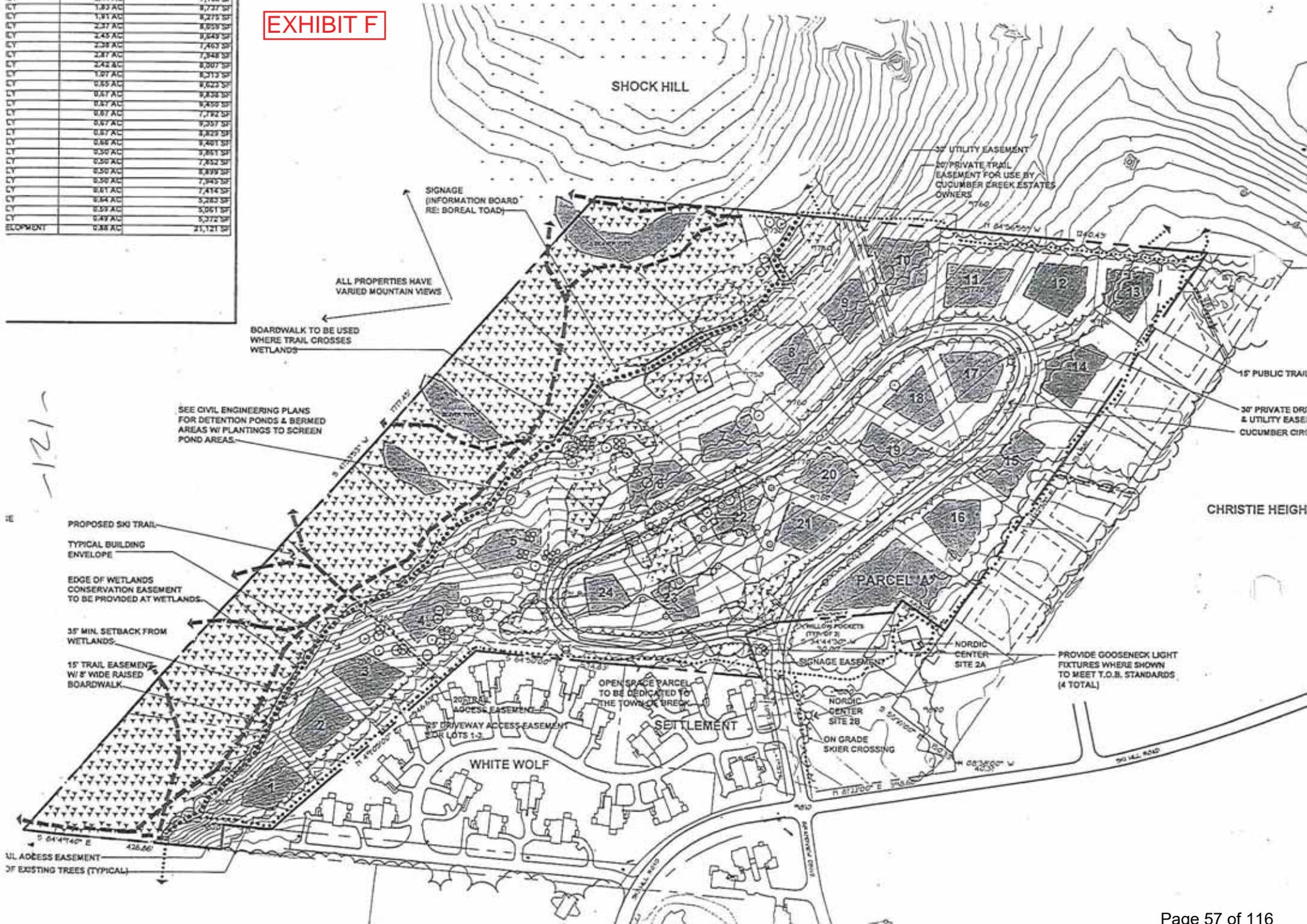
© 2000
 SHEET NUMBER:
A-1

CUCUMBER CREEK

ESTIA

EXHIBIT F

	LOT SIZE	BUILDING ENVELOPE SIZE
LY	2.41 AC	7,168 SF
LY	1.83 AC	8,737 SF
LY	1.81 AC	8,275 SF
LY	2.37 AC	8,859 SF
LY	2.45 AC	8,649 SF
LY	2.38 AC	7,463 SF
LY	2.87 AC	7,948 SF
LY	2.42 AC	8,007 SF
LY	1.97 AC	8,313 SF
LY	0.85 AC	8,624 SF
LY	0.67 AC	8,838 SF
LY	0.87 AC	8,859 SF
LY	0.67 AC	7,792 SF
LY	0.67 AC	7,357 SF
LY	0.67 AC	8,828 SF
LY	0.66 AC	8,401 SF
LY	0.50 AC	8,851 SF
LY	0.50 AC	7,852 SF
LY	0.50 AC	8,899 SF
LY	0.58 AC	7,945 SF
LY	0.61 AC	7,414 SF
LY	0.64 AC	5,283 SF
LY	0.59 AC	5,961 SF
LY	0.49 AC	5,372 SF
ECOPMENT	0.88 AC	21,121 SF



121-

LEASE

THIS LEASE ("Lease") is dated October 15, 2018 and is between CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership, and Cucumber Creek Associates, LLC a Colorado Limited Liability Company, collectively ("Landlord") and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Tenant").

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following real property located in the Town of Breckenridge, Summit County, Colorado:

Tracts A, B, D, E and F, Cucumber Creek Estates Subdivision, according to the plat thereof recorded June 19, 2018 under Reception No. 1172546 of the real property records of the Clerk and Recorder of Summit County, Colorado

(the "Property")

upon the following terms and conditions:

1. Term. The term of this Lease began as of 12:01 A.M. on the date of this Lease, and will continue from time to time until terminated as provided in Section 2.

2. Termination.

2.1 This Lease may be terminated by the owner of any of the Tracts that comprise the Property, in such owner's sole and absolute discretion and without liability for breach of this Lease, upon not less than sixty (60) days' prior written notice of termination to the Tenant given in accordance with Section 23, with a copy to the Summit County, Colorado Assessor; provided, however, that such notice may not be given between September 1 of any year and January 31 of the next calendar year. Such notice of termination shall only apply to Tract(s) described in such owner's notice; this Lease shall continue as to all other Tract(s) until terminated by the owner(s) of such Tract(s) in accordance with this Section 2.1.

2.2 The Tenant may also terminate this Lease, in its sole and absolute discretion and without liability for breach of this Lease, upon not less than thirty (30) days' prior written notice of termination to the Landlord given in accordance with Section 23, with a copy to the Summit County, Colorado Assessor.

3. Rent. The total rent to be paid by the Tenant for the full term of this Lease is One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged by Landlord.

4. Quiet Enjoyment. Landlord covenants that upon Tenant's payment of the rent and performance of the covenants herein contained Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

5. Use Of Property. The Property may be used by the Tenant only as follows: (a) for hiking, non-motorized biking, and nature programs during the summer months (May through

October); and (b) for Nordic skiing, snowshoeing, and similar winter recreational activities during the winter months (November through April), together with such other uses and programs as may be agreed to by the parties. Except for: (a) trail grooming equipment used in connection with Nordic skiing and (b) motorized vehicles used by Tenant for maintenance and management of the Property, no motorized vehicles are permitted on the Property. No other use of the Property will be made by Tenant without Landlord's prior written consent. Landlord will have the right to use the Property for any purpose that does not unreasonably interfere with Tenant's use rights provided in the Lease, with Landlord's uses to include, but not be limited to, activities associated with maintenance of forest health and planning for development.

6. No Hazard or Nuisance. Tenant will not maintain, commit, or permit the maintenance or commission of any hazard or nuisance on the Property.

7. Taxes. This Lease has been entered into by Landlord and Tenant based on the understanding that the Property will be exempt from general property taxation during the term of this Lease pursuant to §39-3-124(1)(b)(I), C.R.S. Tenant agrees to provide the Summit County, Colorado Assessor (the "*Assessor*") with a copy of this Lease immediately following its signing, and to provide such other information as may be requested by the Assessor with respect to the Assessor's determination of the tax status of the Property. If the Assessor determines that the Property is subject to general property taxation during the term of this Lease, this Lease may be terminated by Landlord pursuant to Section 2.1.

8. Improvements. The Property is leased without any improvements on it. Tenant will make no improvement to the Property without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any improvement built, constructed, or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be removed from the Property at the expiration or sooner termination of this Lease at Tenant's sole cost and expense.

9. Assignment And Sublease. Tenant will not sublet or license the Property or assign this Lease without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, Tenant may sublet or license the Property to the operator of the Breckenridge Nordic Center for its wintertime use in connection with the operation of the Breckenridge Nordic Center without Landlord's consent, provided that such operator must be required to comply with all of the terms and conditions of this Lease and must agree in writing to provide Landlord with the same indemnification as is provided for in Section 8.1 of the License Agreement dated December 7, 2012, and with general liability insurance as required by Section 8.2(a) of such License Agreement.

10. Condition of the Property. Tenant will, at Tenant's sole expense, keep and maintain the Property in a good, clean, sanitary, and safe condition throughout the term of this Lease.

11. Surrender of Property. At the end of this Lease Tenant will surrender the Property to the Landlord in as good a condition as existed at the time of the commencement of this Lease, normal wear and tear excepted. At the end of this Lease Tenant will remove its property from the Property at Tenant's sole cost and expense. Any of Tenant's property not removed from the

Property at the end of this Lease will be considered abandoned and Landlord will have the right (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the property at the expense of the Tenant and Landlord will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

12. Inspection Of Property. Tenant acknowledges that it has inspected the Property and is aware of its geological and topographical condition. Tenant accepts the Property in "AS IS" condition without recourse to Landlord for any dangerous conditions, known or unknown. Tenant further agrees that the Property was at the time of the commencement of this Lease in a safe, clean, and tenantable condition.

13. Liens. Tenant will not permit the creation of any lien upon the Property. The indemnification provisions of this Lease apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Property, any mechanic's or other lien, charge or order for the payment of money is filed against the Property, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days from the filing of such lien.

14. Hazardous Materials. Tenant will not store or permitted the storage on the Property of any type of hazardous or similar material which is regulated by federal, state or local regulation.

15. Tenant Default. Tenant will be in default under this Lease if Tenant fails to comply with any of the terms, provisions or covenants of this Lease within three (3) days following services of a demand for compliance notice by Landlord in accordance with Colorado law. However, if the default cannot be corrected within three (3) days, the Tenant will not be in default if it begins to correct the default within three (3) days of receipt of the demand for compliance notice thereafter corrects the default with due diligence. Service of a demand for compliance notice by Landlord may be made in the manner provided in Section 23 for the giving of notice under this Lease.

16. Landlord's Remedies Upon Default. If the Tenant is in default under this Lease, Landlord has all of the remedies provided for in such circumstances by Colorado law, including without limitation, the right to terminate this Lease by written notice to Tenant, in which event Tenant will immediately surrender the Property to Landlord. If Tenant fails to surrender possession Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Property and expel or evict Tenant and any other person who may be occupying the Property or any part thereof, by force if necessary, without being liable for any claim for damages therefor.

17. Holdover By Tenant. If Tenant remains in possession of the Property with the consent of Landlord after the expiration of this Lease, then a new tenancy from month to month will be created between Landlord and Tenant that will be subject to all the terms and conditions of this Lease, but will be terminable upon ten (10) days' written notice served by either Landlord or Tenant on the other party.

18. Insurance.

18.1 Throughout the term of this Lease Tenant will procure and maintain general liability insurance with minimum combined single limits of not less than the limits of liability established under the Colorado Governmental Immunity Act (§24-10-101, et seq., C.R.S.), as amended from time to time (the "Act"), which limits are as of the commencement of this Lease \$387,000 for injuries or damages sustained to one person in any single occurrence and \$1,093,000 for injuries or damages sustained to two or more persons in any single occurrence. Such coverages will be procured and maintained with forms and insurers reasonably acceptable to the Landlord. All coverages will be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Tenant pursuant to Section 21. In the case of any claims-made policy, the necessary retroactive damages and extended reporting periods will be procured to maintain such continuous coverages.

18.2 The general liability insurance policy required by Section 18.1 will be endorsed to include the Landlord as an additional insured. Every policy required above will be primary insurance, and any insurance carried by Landlord is excess and not contributory insurance to that provided by Tenant. Tenant is solely responsible for any deductible losses under any policy required above.

18.3 A certificate of insurance will be completed by Tenant's insurance agent and provided to the Landlord as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate will identify this Lease and will provide that the coverages afforded under the policies will not be canceled or terminated until at least thirty (30) days' prior written notice has been given to Landlord. The completed certificate of insurance will be sent to:

Christie Heights Partnership
P.O. Box 2340
Breckenridge, CO 80424

AND

Cucumber Creek Associates, LLC
P.O. Box 7
Breckenridge, CO 80424

18.4 Notwithstanding any other portion of this Lease, failure on the part of Tenant to procure or maintain policies providing the required coverages, conditions, and minimum limits throughout the term of this Lease will constitute a material breach of this Lease for which Landlord may immediately terminate this Lease.

19. No Waiver Of Governmental Immunity. Landlord acknowledges that Tenant is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights,

immunities, and protections provided by the Act, or any other limitation or defense otherwise available to Tenant, its officers, or its employees.

20. Lease Subject To State Law. This Lease is intended to be subject to the terms, provisions and limitations of Article 41 of Title 33, C.R.S., including, but not limited to, the limitations on landowner liability set forth in §33-41-103, C.R.S. This Lease constitutes permission by Landlord for the use of the Property by Tenant, without charge, for recreational purposes as defined by such law.

21. Indemnification. To the extent of the limits of liability for Colorado municipalities established from time to time by the Act, Tenant will indemnify and defend Landlord against all claims, demands, judgments and causes of action (including Landlord's reasonable attorney's fees) arising from Tenant's or the general public's use of the Property pursuant to this Lease; provided, however, Tenant has no obligation to Landlord under this Section 21 to the extent that any such claim, demand, judgment or cause of action through the negligence or intentional wrongful act of Landlord, its agents, employees, partners, officers, contractors, licensees, lessees, successors or assigns, or Landlord's breach of this Lease; and, provided further, that Town's obligations under this Section 21 will in no event exceed the monetary limitations established from time to time by the Act.

22. Attorney's Fees. If a legal action is filed by either party to recover for breach of this Lease, or to enforce a party's rights arising from or in connection with this Lease, the prevailing party will be awarded its reasonable attorneys' fees and costs in such action. For purposes of this section, "**Prevailing Party**" means a party that is awarded, by verdict, judgment, order or award, at least 50% of the highest total damages disclosed or claimed in writing by said party at any time in the action. Should neither party be a Prevailing Party, each party will pay its own costs and fees incurred in connection with the legal action. Should both parties be a Prevailing Party, both will be entitled to recover their reasonable attorneys' fees and costs respectively, as proved by them and determined by the judge.

23. Notices. All notices required or permitted under this Lease will be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:

If intended for Tenant, to:

Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Attn: Town Manager
Telecopier number: (970)547-3104
Telephone number: (970)453-2251

with a copy in each case (which will not constitute notice) to:

Timothy H. Berry, Esq.
Timothy H. Berry, P.C.
131 West 5th Street
P. O. Box 2
Leadville, Colorado 80461
Telecopier number: (719)486-3039
Telephone number: (719)486-1889

If intended for Landlord, to:

Christie Heights Partnership
Timothy J. Casey, Managing Partner
P.O. Box 2340
Breckenridge, CO 80424

Telecopier number: (970) 453-5490
Telephone number: (970) 453-2571

with a copy in each case (which will not constitute notice) to:

Stephen C. West, Esq.
West Brown
P. O. Box 588
Breckenridge, Colorado 80424

Telecopier number: (970) 453-0192
Telephone number: (970) 453-2901

AND

Cucumber Creek Associates, LLC
Thomas Begley, Manager
P.O. Box 7
Breckenridge, CO 80424

Any notice delivered by mail in accordance with this Section 23 will have been duly given and received on the third business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by telecopier in accordance with this Section 23 will have been duly given and received upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone. Any notice delivered by hand or commercial carrier will be duly given and received upon actual receipt. Either party, by notice given as provided above, may change the address to which future notices may be sent. E-mail is not an acceptable method for giving notice under this Agreement.

24. Time Of Essence. Time is of the essence of this Lease.

25. No Partnership. Landlord is not a partner, associate or joint venturer of Tenant in the conduct of its business.

26. Third Parties. This Lease does not grant to any third party (except a party to whom the Tenant may sublease this Lease as provided in Section 9) any right to claim damages or to bring suit, action or other proceeding against the Landlord because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

27. Complete Agreement. This Lease contains the complete and final expression of the agreement between the parties as to the subject matter of this Lease, and that there are no promises, representations, or inducements except as are herein set forth.

28. Modification. This Lease may be modified or amended only by a duly authorized written instrument executed by the parties hereto. Oral amendments to this Lease are not permitted.

29. Applicable Law. This Lease is to be interpreted in accordance with the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Summit County, Colorado in connection with any dispute arising out of or in any matter connected with this Lease.

30. Counterparts. This Lease may be execute simultaneously in two or more counterparts, each of which will be considered an original for all purposes and all of which together will constitute but one and the same instrument.

31. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Lease.

32. Waiver. The failure of either party to exercise any of its rights under this Lease is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

33. Terminology. wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

34. No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either party based upon authorship.

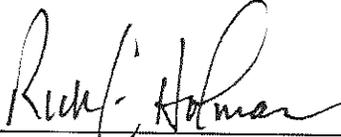
35. No Recording. This Lease is **NOT** to be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

36. Binding Effect. This Lease is binding upon, and inures to the benefit of, the parties and their respective successors and permitted assigns.

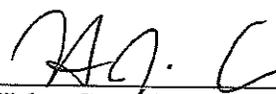
37. Copy of Agreement. Both parties hereby acknowledge receipt of a complete and signed copy of this Lease.

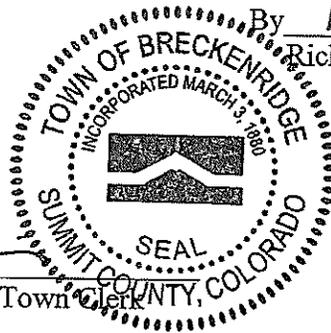
TENANT:

TOWN OF BRECKENRIDGE, a
Colorado municipal corporation

By: 
Rick G. Holman, Town Manager

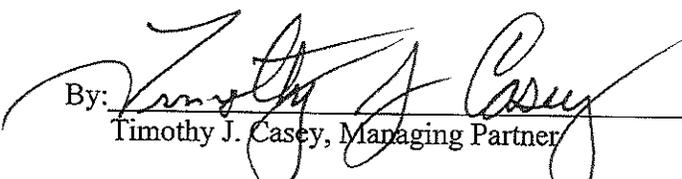
ATTEST:


Helen Cospolich, CMC, Town Clerk



LANDLORD:

CHRISTIE HEIGHTS PARTNERSHIP, a
California general partnership

By: 
Timothy J. Casey, Managing Partner

CUCUMBER CREEK ASSOCIATES, LLC
a Colorado limited liability company

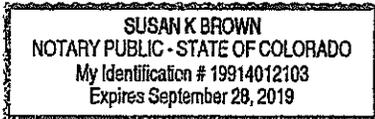
By: 
Thomas Begley, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 31st day of October, 2018 by Rick G. Holman, Town Manager, and Helen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: 9/28/19.



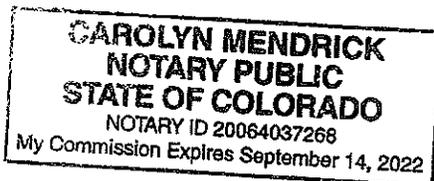
Susan K Brown
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 26th day of October, 2018, by Timothy J. Casey, Managing Partner of Christie Heights Partnership, a California general partnership.

WITNESS my hand and official seal.

My commission expires: 9-14-2022.



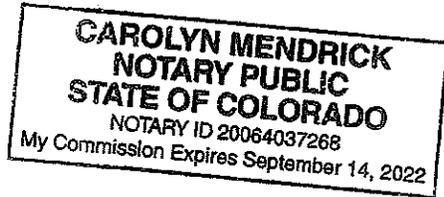
Carolyn Mendrick
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 26th day of October, 2018, by Thomas Begley, Manager of Cucumber Creek Associates LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 9-14-2022.



Carolyn Mendrick
Notary Public



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

DEVELOPMENT AGREEMENT
FOR
EXTENDED VESTING
OF
DEVELOPMENT PERMIT #2016-040
FOR
CUCUMBER CREEK ESTATES

This Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates ("Agreement") is made as of the 19th day of July, 2016 between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado, (the "Town") and CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership (the "Developer").

Recitals

A. Developer is the owner of the real property described as follows:

TRACT B, CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2001 UNDER RECEPTION NO. 644114, SUMMIT COUNTY, COLORADO

("Tract B").

B. Pursuant to Development Permit #2016-040 ("Master Plan Permit"), the Town has approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract B.

C. Pursuant to the Development Agreement for Extended Vesting dated February 28, 2012 and recorded October 1, 2012 under Reception No. 1004271, Summit County, Colorado ("Original Agreement"), the vested property rights period for Development Permit # 1998-3-3 for a subdivision plan for Tract B ("Subdivision Permit") will expire on January 9, 2021. As used in this Agreement, the term "vested property rights period" shall have the meaning, purpose and effect afforded such term in the Breckenridge Development Code, including, but not limited to, Section 9-1-17-11 and Policy 39 of Section 9-1-19.

D. Paragraph K of Section 9-1-17-11 of the Breckenridge Development Code authorizes the Town Council to enter into an agreement with a land owner to provide for a vested property rights period of more than three (3) years.

E. As the result of: the approval of the Master Plan Permit; Developer's need to develop a new subdivision plan for Tract B that is as sensitive as possible to the Town's adjacent Cucumber Gulch open space; the continued desire of the Developer to delay development; and the continued desire of the Town to have its lease of Tract B for trails continue for as long as possible, adding five (5) additional years to the current vested property rights period is reasonable.

F. No additional commitments, as encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, are required by the Town because the extension of the vested property rights will encourage the Developer to delay development and, therefore, the lease of Tract B to the Town for trails is more likely to extend for a longer period of time.

G. The Town Council has received a completed application and all required submittals for a development agreement, had a preliminary discussion 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 Subsection 9-9-10:C of the Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

Agreement

1. The Town acknowledges and agrees that it has determined that circumstances warrant an expansion of the vested rights to include the Master Plan Permit and an extension of the vested property rights period by five (5) additional years because of Developer's need to develop a new subdivision plan for Tract B, the continued desire of the Developer to delay development, and the continued desire of the Town to have its lease of Tract B for trails continue for as long as possible.

2. The Town acknowledges and agrees that the Master Plan Permit constitutes a site specific development plan and that it is hereby designated as a site specific development plan.

3. Pursuant to its authority under paragraph K of Section 9-1-17-11 of the Breckenridge Development Code, the Town Council, on behalf of the Town, agrees that the vested property rights period provided for in the Original Permit shall be expanded to include the Master Plan Permit, including any amendments thereto, and shall be extended to January 9, 2026.

4. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein or in the Permit, the execution of this Agreement shall not preclude the current or future application of municipal, state or federal ordinances, laws, rules or regulations to Tract B (collectively, "laws"), including, but not limited to, building, fire, plumbing, engineering, electrical and mechanical codes, and the Town's Development Code, Subdivision Standards and other land use laws, as the same may be in effect from time to time throughout the term of this Agreement. Except to the extent the Town otherwise specifically agrees, any development of Tract B which is the subject of this Agreement shall be done in compliance with the then-current laws of the Town.

5. Nothing in this 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: (i) Development Code, (ii) Master Plan, (iii) Land Use Guidelines and (iv) Subdivision Standards.

6. This Agreement shall run with title to the land and be binding upon and inure to the benefit of Developer, its successors and assigns.

7. Prior to any action against the Town for breach of this Agreement, Developer shall give the Town a sixty (60) day written notice of any claim by the Developer of a breach or default by the Town, and the Town shall have the opportunity to cure such alleged default within such time period.

8. The Town shall not be responsible for and the Developer shall have no remedy against the Town if development of Tract B is prevented or delayed for reasons beyond the control of the Town.

9. Actual development of Tract B 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.

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

11. The Developer agrees 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 Developer; any subcontractor of Developer, or any officer, employee, representative, or agent of Developer or of any subcontractor of Developer, or which arise out of any worker's compensation claim of any employee of Developer, or of any employee of any subcontractor of Developer; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Developer 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 the Developer. Developer also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

12. 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.

13. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended.

14. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any improvements.

15. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

16. Nothing contained in this Agreement shall constitute a waiver of the Town's sovereign immunity under any applicable state or federal law.

17. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The Developer expressly waives its right to bring such action in or to remove such action to any other court, whether state or federal.

18. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To The Town:

Rick Holman, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

With A Copy (which shall not constitute notice to the Town) to:

Timothy H. Berry, Esq.
Town Attorney
P.O. Box 2
Leadville, CO 80461

If To The Developer:

Timothy J. Casey
Christie Heights Partnership
P.O. Box 2340
Breckenridge, CO 80424

With A Copy (which shall not constitute notice) to:

Stephen C. West, Esq.
West Brown Huntley PC
P.O. Box 588
Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given upon delivery. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

19. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any prior agreement or understanding relating to such subject matter.

20. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

[Separate Signature Pages Follow]



TOWN OF BRECKENRIDGE,
a municipal corporation
of the State of Colorado

Attest:

Helen Cospolich
Helen Cospolich, Town Clerk

By: Rick Holman
Rick Holman, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this 18th day of August, 2016 by Rick Holman as Town Manager and Helen Cospolich, of the Town of Breckenridge, a Colorado municipal corporation of the State of Colorado.

Witness my hand and official seal,
My commission expires: 9/28/19

SUSAN K BROWN
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 18914012103
Expires September 28, 2019

Susan K Brown
Notary Public



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: May 7, 2025
Subject: Planning Commission Decisions of the May 6, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, May 6, 2025:

CLASS A APPLICATIONS:

1. [Imperial Hotel, BGV Parcel 4, 1599 Ski Hill Rd., PL-2024-0475](#)

A proposal to construct a mixed-use hotel, condominium, townhome, and commercial development at the base of Peak 8, "The Imperial Hotel & Private Residences." The project will consist of 36 hotel units, 59 condominium units with 76 lock-offs (23 whole ownership with 22 lock-offs and 36 fractional ownership with 54 lock-offs), and 9 townhome units. The project will include guest amenities and commercial areas: resort guest services, market, restaurant, bar, commercial kitchen, pools and spas, arcade, theaters, etc. Space is also allocated to provide administrative offices for Vail Summit Resorts, Inc. (VSRI) and program area for the Breckenridge Outdoor Education Center (BOEC). Parking will be located in an underground garage. The project also includes required drainage improvements and infrastructure to maintain water quality within the Cucumber Gulch Preserve and Preventative Management Area (PMA). *Approved, see subsequent memo.*

CLASS B APPLICATIONS:

1. [Sabor A Michoacan Large Vendor Cart, 13445 State Hwy 9, PL-2025-0059](#)

A proposal to place a new 100 sq. ft. vendor cart in the Breckenridge Building Center parking lot. *Approved, see subsequent memo.*

2. [BGV Parcel 5 Residential Lots Subdivision, Lot 5 Peak 8 Subdivision; PL-2025-0047](#)

A proposal to subdivide the existing Parcel 5 of the Peak 8 Subdivision Filing No. 1 totaling 1.0958 acres to create a new Parcel 5 Subdivision comprised of two single-family residential lots. The approved Development Agreement for the Gondola Lots and Peak 7 & 8 Master Plans contemplated the eventual subdivision of this lot into two single-family residential lots. Two single-family lots, with disturbance envelopes, density limitations, private access easements, public access easements, and utility easements are proposed. *Approved, see subsequent memo.*

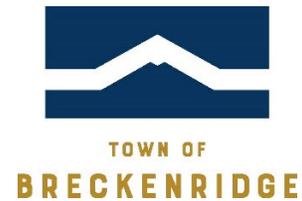
CLASS C APPLICATIONS:

1. Spies Residence Addition, 101 Klack Rd., PL-2025-0070

A 1,352 sq. ft. addition to an existing 3,908 sq. ft. single family residence with four (4) bedrooms, five (5) bathrooms, and a two car garage. The proposal includes one bedroom, two bathrooms, a new great room, new front entry and deck, a new rear deck and an expanded garage with additional storage. Additionally, this proposal includes one new fireplace for a total of three gas-connected fireplaces, one new gas-connected grill, and a hot tub. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



Memo

To: Town Council
From: Sarah Crump, AICP, Senior Planner
Date: May 7, 2025 (for meeting of May 13, 2025)
Subject: Breckenridge Grand Vacations (BGV) Imperial Hotel and Private Residences (Parcel 4) Class A Development Planning Commission Approval Summary

This Class A application proposes construction of a mixed-use hotel, condominium, townhome, and commercial development at the base of Peak 8, “The Imperial Hotel & Private Residences.” This project was described as Parcel 4 in the approved 2024 Development Agreement between the Town and BGV. The project will consist of 36 hotel units, 59 condominium units with 76 lock-offs (23 whole ownership with 22 lock-offs and 36 fractional ownership with 54 lock-offs), and 9 townhome units. The project will include guest amenities and commercial areas: resort guest services, market, restaurant, bar, commercial kitchen, pools and spas, arcade, theaters, etc. Space is also allocated to provide administrative offices for Vail Summit Resorts, Inc. (VSRI) and dedicated program area for the Breckenridge Outdoor Education Center (BOEC). Required parking will be located in an underground garage. The project also includes a variance for required drainage improvements and infrastructure to maintain water quality within the Cucumber Gulch Preserve and Preventative Management Area (PMA).

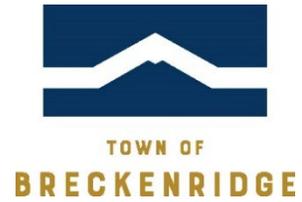
The development will be 219.98 SFEs total or 270,252 sq. ft. of density out of an allowed 220 SFEs. Including underground parking and indoor amenities the project will have a gross floor area of 408,775 sq. ft.

The Planning Commission reviewed this proposal at preliminary hearings on January 7, 2025, March 4, 2025, and at a final hearing on May 6, 2025. The Commission found the project meets all requirements of the Development Agreement, Peaks 7 & 8 Master Plan, and applicable Absolute and Relative Policies of the Development Code. The Planning Commission modified the assigned point analysis on the floor, reducing the points from positive six (+6) to a passing score of positive four (+4) points under the relative policies. The project was deemed ineligible for positive two (+2) points under Policy 33/R Energy Conservation on the floor. The Commission approved the application with a vote of 6-0 with modified findings and conditions which removed the energy conservation related condition.

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

Planning Commission [packet and additional information here](#).

Memo



To: Town Council
From: Clif Cross, Planner II
Date: May 7, 2025 for meeting of May 13, 2025
Subject: Sabor a Michoacan - Large Vendor Cart, 13445 CO State Hwy 9; PL-2025-0059
Planning Commission Approval Summary

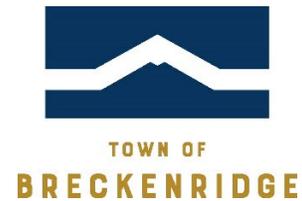
A Combined Hearing for the Sabor a Michoacan Large Vendor Cart, located at 13445 CO State Hwy 9, was held by the Planning Commission on May 6, 2025. The application proposes operating a 100 sq. ft. large vendor cart in the parking lot of the Colorado Building Supply (formerly known as the Breckenridge Building Center).

The Commission found the proposal complied with all Priority Design Standards and Absolute Policies and assigned a total cumulative score of zero (0) points under the Relative Policies. The three-year Development Permit (the maximum permitted under the Code) was approved by a 6-0 vote of the Commission.

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

[Link to the Planning Commission Packet](#)





Memo

To: Town Council
From: Sarah Crump, AICP, Senior Planner
Date: May 7, 2025 (for meeting of May 13, 2025)
Subject: Breckenridge Grand Vacations (BGV) Parcel 5 Peak 8 Single-Family Lots Subdivision - Class B Development Planning Commission Approval Summary

This Class B application proposes to subdivide the existing Parcel 5 of the Peak 8 Subdivision Filing No. 1 totaling 1.0958 acres to create a new Parcel 5 Subdivision comprised of two single-family residential lots. The approved 2024 Development Agreement between the Town contemplated the eventual subdivision of this lot into two single-family residential lots. The Peaks 7 & 8 Master plan was previously amended to assign single-family residential uses and density to this location.

The proposed subdivision plat creates two single-family lots, each approximately one-half acre. The lots have platted disturbance envelopes and future residences will be required to meet total density limitations of 7,500 sq. ft. and pay 1.25 times the current water plant investment fee (PIFs) at the time of construction. Easements delineated on the proposed subdivision plat include: a non-exclusive vehicular and pedestrian access easement granted to the ski area, a non-exclusive private sewer line easement granted to the ski area, an existing turn-around easement for Summit County, and a non-exclusive general public pedestrian and recreational use easement granted to the Town.

The Planning Commission reviewed this proposal at a combined final hearing on May 6, 2025. The project meets all requirements of the Development Agreement, Peaks 7 & 8 Master Plan, and applicable policies of the Subdivision Code. No points were assigned under the Relative Policies. The Commission approved the application with a vote of 6-0.

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

Planning Commission [packet and additional information here.](#)

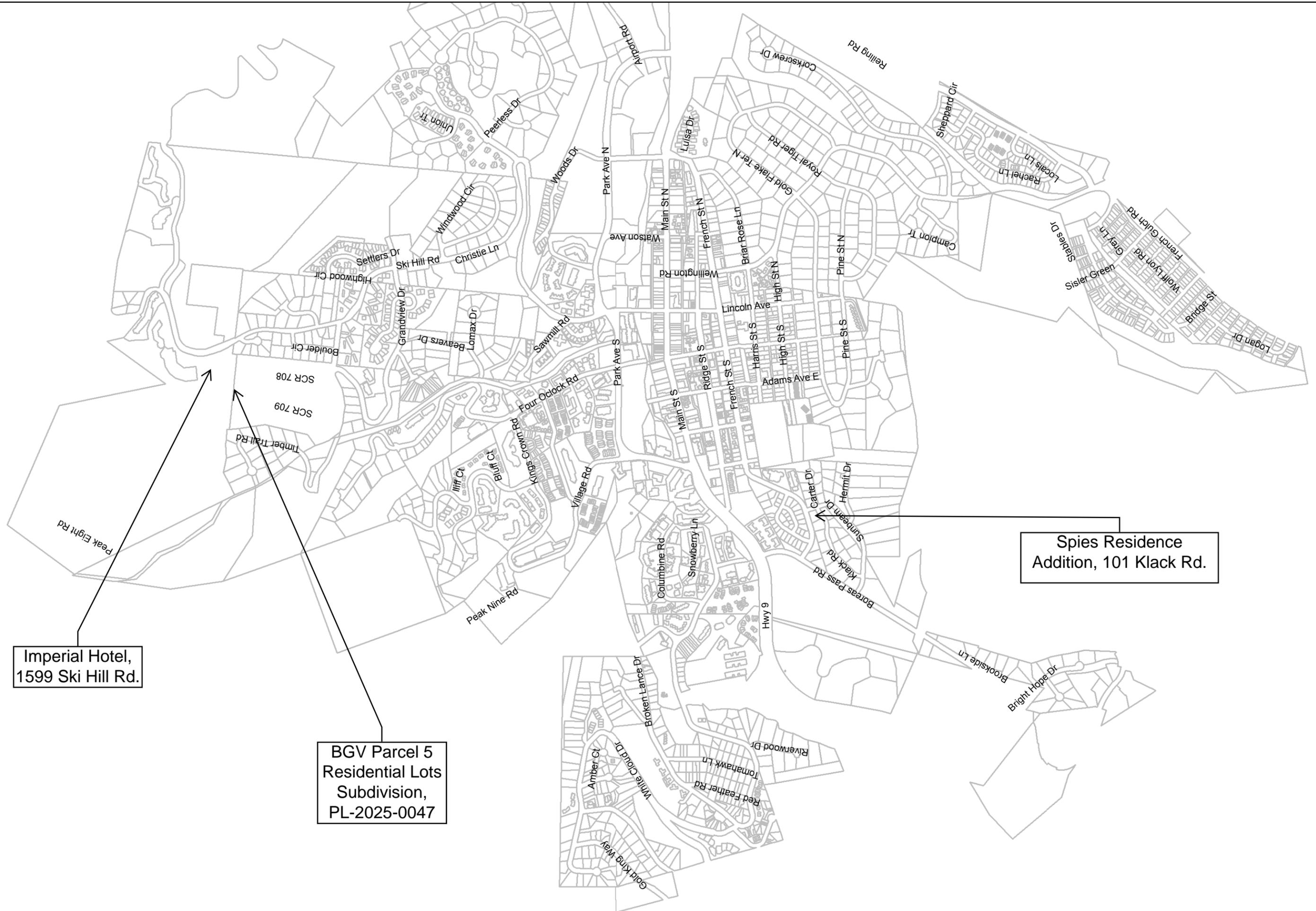


Sabor a Michoacan
Large Vendor Cart,
13445 State Hwy 9



NOT TO SCALE

Breckenridge South



Imperial Hotel,
1599 Ski Hill Rd.

BGV Parcel 5
Residential Lots
Subdivision,
PL-2025-0047

Spies Residence
Addition, 101 Klack Rd.

PLANNING COMMISSION MEETING

These meeting minutes were produced with the assistance of AI technology.

The regular meeting was called to order at 5:30 pm by Chair Guerra.

ROLL CALL

Mike Giller	Mark Leas absent	Allen Frechter	Matt Smith
Ethan Guerra	Elaine Gort	Susan Propper	

APPROVAL OF MINUTES

With no changes, the April 15, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the May 6, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

CONSENT CALENDAR:

1. Spies Residence Addition (CC), 101 Klack Rd., PL-2025-0070

With no call-ups, the Consent Calendar was approved as presented.

FINAL HEARINGS:

1. Imperial Hotel, Breckenridge Grand Vacations (BGV) Parcel 4 (SVC), 1599 Ski Hill Rd., PL-2024-0475

Ms. Crump presented a proposal to construct a mixed-use hotel, condominium, townhome, and commercial development at the base of Peak 8, “The Imperial Hotel & Private Residences.” The project will consist of 36 hotel units, 59 condominium units with 76 lock-offs (23 whole ownership with 22 lock-offs and 36 fractional ownership with 54 lock-offs), and 9 townhome units. The project will include guest amenities and commercial areas: resort guest services, market, restaurant, bar, commercial kitchen, pools and spas, arcade, theaters, etc. Space is also allocated to provide administrative offices for Vail Summit Resorts, Inc. (VSRI) and program area for the Breckenridge Outdoor Education Center (BOEC). Parking will be located in an underground garage. The project also includes a variance for required drainage improvements and infrastructure to maintain water quality within the Cucumber Gulch Preserve and Preventative Management Area (PMA).

Applicants: Mike Dudick and Graham Frank of Breckenridge Grand Vacations, Bill Campie, DTJ Designs, and Andy Peters, Attorney Representative

The applicants discussed the design progress and challenges of a complex building project in Breckenridge. The applicants discussed the successful process of creating access to the space for the BOEC and the interior of the building, as well as the discussions with neighbors about the best pedestrian access options and how those processes had made the project’s design better. They also addressed the snowmelt and energy efficiency systems in the building stating this will be the most complicated building ever built in Breckenridge. The applicants expressed their appreciation for the process and the improvements made to the building design. Questions raised in a form letter from One Ski Hill Place HOA regarding the project, specifically about the separation of the building from One Ski Hill Place and the shoring tieback easement termination were discussed by the applicant. The applicant terminated the easement with the entities they believed had authority to do so, Vail Resorts and One Ski Hill Place, LLC. Questions from One Ski Hill Place regarding the validity of the easement termination are a private matter

and do not concern the Planning Commission. The applicant believes that they are meeting the 47-foot building separation requirement found in a private agreement between BGV and One Ski Hill Place. This 47-foot separation is not a requirement the Planning Commission can uphold. The applicant restated their own incentives to keep the dog play area clean and avoid noise or nuisance issues. The kennel area has been reduced in size. The attendees acknowledged the time and effort put into the project and expressed gratitude for the input received from the Commission.

Mr. Giller asked questions of the applicant regarding the construction timeline and protocols for controlling waste during construction. The applicant discussed the construction timeline for the project, which is expected to take 36 to 40 months and that they plan to submit their construction permit drawings before October 1st of 2024 and aim to start excavation and grading work this fall. The goal is to minimize the impact during peak travel time on Ski Hill Road. Mr. Giller asked about site cleanliness and waste management for the project and the applicants stated that they will implement a diversion program to minimize waste going to the landfill.

The hearing was opened to public comment.

Alex Dorotik, Attorney Representative, One Ski Hill Place HOA: Thank you. My name is Alex Dorotik, and I represent the One Ski Hill Place HOA, I was intending only to speak to the shoring easement termination, and as to the viewpoint corridor. However; having heard the comments of the applicant, I do need to address what was stated about the meeting on Friday. I was at that meeting, and to hear their comments is frankly nothing short of astonishing. What we were told as One Ski Hill Place HOA was there would be no outdoor dog park, no outdoor play area. It's bewildering to hear about permeated/permeable surfaces when that was something that we were told that would never happen, and when they discussed a way to a potential solution it was, "we'll get rid of the dog park, but you can't ask anything about anything else." It was a take it or leave it, and it was very much a get you off the phone out of this conversation as soon as possible. They would not take questions. They would not provide any further information that stated as to the shore easement termination. This easement was originally instituted in 2010, after the vast majority of the building had already been completed close in time to the One Ski Hill Place declarations in April of 2010. That wouldn't be a temporary construction easement when the building is mostly completed. In addition, it was transferred to One Ski Hill Place HOA by action of the Condominium Declaration. So the fact that One Ski Hill Place, LLC has now removed it is incredibly problematic. This is for the benefit of the HOA and there will be litigation about that and I know that from your perspective this isn't something you want to tread into. But I really want to caution that this is going to be an issue, that it's been removed outside of the HOA is incredibly problematic, and the one of the things I don't have much time that I want to speak to is the view corridor noncompliance, and I know that there's no obligation among the Planning Commission to give any credence to a private agreement. However, if you look at the page 73 renderings, it's not 47 feet and there's nothing to indicate it's not. There's no radius measurement which is standard for view corridors. The page 73 renderings look like 22 feet and we're incredibly concerned. If there was more information, if they would have answered questions, we might have answers, to those questions, but that we haven't been given that.

Jane Hamilton, Four O'clock Run Subdivision: I'm a neighbor from the Four O'clock Run Subdivision and I want to say this because you guys spoke about the process, Planning Commission is a huge part of the process. We all operate our homes differently. Some of us live in them, some of us rent. It's a complete business. Some of us entertain them at different times of the year, especially in that 4 O'clock Run subdivision. What I wanted to say is throughout this process, even years ago, when BGV was looking at this piece of property and this huge scope that's going there, there's always been a sense of calm that they are approachable. You guys are approachable at Commission and staff too and that makes even a small homeowner be able to say, "Okay, okay, we'll make this work." So yes, this is going to be a big project, and it's going to be timely, and that'll affect us in different ways. But this team has worked

well with, I will say personally with me, and I know some of the other neighbors that represent our old neighborhood. I just wanted to thank all of you guys involved with that and we'll just keep moving forward. Thank you.

Dave Ellen, Boulder Ridge Subdivision: I live in the Boulder Ridge circle next door, so we have a vested interest. Our biggest concern is during the construction, how are we going to be able to access the ski runs from our house? Will the pathway, the sidewalk along Ski Hill Road, be open all the time during the ski season? (Graham Frank, Breckenridge Grand Vacations: The sidewalk will be open, and the ski back goes down to the sidewalk. There may be times when a flagger has a truck coming in something of that nature that you may get delayed, but the intent is for that to remain open all the way to where you could get to the stairs, to go up to the gondola there, and coming down into Boulder Ridge Road there's a public access coming down that will remain open.) We go up that public access to the ski slopes. How are we going to use that during the construction, and afterwards? (Mr. Frank: Construction is outside of that access and our setback. So that will remain open. It's an ungroomed trail, neighborhood-maintained area and it'll remain that way. There won't be any fencing precluding you from going up or coming back down. Correct.) Okay, splendid; thank you.

There were no additional public comments and the public comment period was closed.

Commissioners shared support for the project, highlighting its compliance with the development code and master plan. Mr. Smith raised a potential error in the point analysis, specifically regarding the Davis Vantage Pro weather monitoring station and energy efficiency points. After review of Policy 33/R, it was determined projects are not eligible to receive points under both subsections of Policy 33/R. The applicant was asked whether they would prefer the positive four (+4) points for the Davis Vantage Pro weather system installation or the positive two (+2) points for the energy efficiency rating. The applicant elected to keep the four points for the weather system, resulting in a modified passing final score of positive four (+4) points.

Mr. Giller made a motion to approve the Imperial Hotel BGV Parcel 4, seconded by Mr. Frechter with a modified point analysis of positive four (+4) points and modified Findings and Conditions that reflect the removal of conditions related to the energy efficiency analysis requirement. The motion passed 6 to 0.

COMBINED HEARINGS:

1. Sabor a Michoacan Large Vendor Cart (CC), 13445 State Hwy 9, PL-2025-0059

Mr. Cross presented a proposal to place a new 100 sq. ft. vendor card in the Breckenridge Building Center parking lot.

There were no Commissioner questions or discussion.

The hearing was opened to public comments. There were no comments and the public comment period was closed.

Ms. Propper made a motion to approve Sabor a Michoacan Large Vendor Cart, seconded by Ms. Gort. The motion passed 6 to 0.

2. BGV Parcel 5 Residential Lots Subdivision (SVC), Lot 5 Peak 8 Subdivision, PL-2025-0047

Ms. Crump presented a proposal to subdivide the existing Parcel 5 of the Peak 8 Subdivision Filing No. 1 totaling 1.0958 acres to create a new Parcel 5 Subdivision comprised of two single-family residential lots. The approved Development Agreement for the Gondola Lots and Peak 7 & 8 Master Plans contemplated the eventual subdivision of this lot into two single-family residential lots. Two single-family lots, with

disturbance envelopes, density limitations, private access easements, public access easements, and utility easements are proposed.

Commissioner Questions / Comments:

There were no Commissioner questions or discussion.

The hearing was opened to public comments. There were no comments and the public comment period was closed.

Ms. Gort made a motion to approve the BGV Parcel 5 Residential Lots Subdivision, seconded by Ms. Propper. The motion passed 6 to 0.

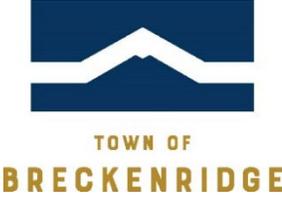
OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:58pm.

Ethan Guerra, Chair



Memo

To: Town Council
From: Amelia Brackett, Planner III
Date: 5/7/25 (for 5/13/25)
Subject: Runway Master Plan, PL2-2025-0034

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | More Boots & Bikes, Less Cars | <input checked="" type="checkbox"/> | Leading Environmental Stewardship |
| <input checked="" type="checkbox"/> | Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> | Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> | Organizational Need | | |

Summary

A Town Project for 148 new for-sale workforce housing units at 51 Fraction Road.

Background

This development would complete the buildout of the Block 11 area, as described in the Block 11 Master Plan. Since there is an existing Master Plan in place for this property, this proposal is for a Master Plan Amendment. It maintains the use and overall vision of the 2007 Master Plan. This project was brought before the Planning Commission on March 18, 2025 for a Work Session. The Commission reviewed a new draft of the project at a Town Project Hearing on April 15, 2025 and recommended approval six to one (6-1).

Public outreach/engagement

Public notice was completed for the project for each Planning Commission and Town Council Hearing in accordance with the code requirements.

Financial Implications

Council is reviewing a budget for this project concurrent with the Master Plan Amendment.

Equity Lens

Related to the Town's Equity Blueprint and corresponding Equity Lens, the development of workforce housing enables a greater number of local workers throughout all income brackets and backgrounds to reside within the Town.

Staff Recommendation

Staff and Planning Commission recommend approval of the Runway Master Plan with the attached Findings and Conditions of Approval.

Town Council Staff Report

- Subject:** Runway Master Plan, Town Project Hearing (Town Project; PL-2025-0034)
- Proposal:** The Runway Master Plan, an amendment to the Block 11 Master Plan, proposes a new for-sale workforce housing development located in Planning Area-A (PA-A). The Master Plan proposes 148 workforce housing units, including a mix of single-family and cottage units, duplex units, and townhome units. The Planning Area-B (PA-B) of the tract will remain allocated to governmental uses, such as open space, recreation, public works storage, and snow storage.
- Project Manager:** Amelia Brackett, Planner III
- Date:** May 2, 2025 (for meeting on May 13, 2025)
- Applicant/Owner:** Town of Breckenridge
Norris Design
Neighborhood Crafters, LLC
- Address:** 51 Fraction Road
- Legal Description:** Tract A Fraction Subdivision
- Site Area:**
- | | |
|--------------|--------------------|
| PA-A | 23.82 acres |
| PA-B | 1.40 acres |
| Total | 25.22 acres |
- Land Use District:** LUD 31: Allows for employee housing on land that was formerly Block 11 of the Breckenridge Airport Subdivision at up to 20 units per acre (UPA).
- Site Conditions:** The property is entirely owned by the Town of Breckenridge and currently hosts snow storage, unpaved skier parking, and the Runway Sledding Hill.
- Adjacent Uses:**
- | | |
|--------|---------------------------------|
| North: | Town-owned employee housing |
| East: | Blue River and Highway 9 |
| South: | Upper Blue Elementary School |
| West: | Commercial and light industrial |

Item History

This development would complete the buildout of the Block 11 area, as described in the Block 11 Master Plan. The 2007 Master Plan envisioned a mix of housing types with a projected total of 400 units. 191 of the units have been completed in the neighborhoods of Moose Landing, Blue 52, COTO Flats, Ullr Apartments, Denison Commons, and the Valley Brook Neighborhood. With the proposed addition of approximately 148 units, the Runway development would bring the total number of units up to 339, which is below the maximum projected density of the 2007 Master Plan. Since there is an existing Master Plan for this property, this proposal is for a Master Plan Amendment. It maintains the use and overall vision of the 2007 Master Plan.

The Runway Master Plan divides the Runway area into Planning Areas A and B (PA-A & B). This two-part division reflects the methodology for the most recent Town employee housing project, Stables Village, and allows the Town to continue to use part of this parcel for snow storage and other government uses as needed.

This proposal incorporates feedback from several Town Council Work Sessions, at which staff received direction to prioritize net-zero energy development, target the 80-110% AMI range (subject to change based on potential future fluctuations in AMI), provide trail connectivity and parking within the development, and feature a variety of unit types. Council also supported the density and mix of units that is proposed in this draft Master Plan at the December 10, 2024 Town Council work session. In addition, this proposal incorporates recommendations from a Planning Commission Work Session on March 18, 2025, and Planning Commission Town Project Hearing on April 15, 2025, which included discussions on density, design standards, and point analysis, among other topics. The Planning Commission recommended that Town Council approve the Runway Master Plan with a vote of six to one (6-1).

Staff Review

Since no proposed changes in use or new developments are proposed for PA-B, this review will only cover PA-A, which includes the workforce housing.

For this Town Project Hearing, staff has reviewed the proposal against all applicable policies of the Development Code. After approval of the Master Plan Amendment, the development will go through more review phases, including subdivision, infrastructure, landscaping, snow storage, Class D Major development permits, and building permits. Based on previous experiences with Town employee housing projects of this scale, staff and the Norris design team drafted the Master Plan to capture key details about use, housing unit mix, density, etc. and other variations from the Town Code (such as the refuse plan) while allowing some flexibility for other, interdependent details (such as architectural design, snow storage, landscaping, and rights-of-way) to be solidified at later stages of the permitting process.

Land Use Guidelines (2/A & 2/R): LUD 31 allows employee housing within the former Block 11 area at up to 20 UPA.

Density (3/A & 3R): Land Use District 31 and the existing Master Plan allow for employee housing at up to 20 units per acre (UPA). This Master Plan amendment does not propose to change the allowed maximum density. The total acreage for PA-A is 23.82 acres, making the total amount of allowed density approximately 476 units or 762,240 sq. ft. The illustrative plan shows 148 units plus 44 optional ADUs for a unit count of 192. The exact unit count may change after approval of the Master Plan based on site layout needs in subsequent permitting stages. However, the 20 UPA maximum would continue to dictate how much density could be developed within the Master Plan area. In addition, there is text in the Plan requiring a minimum of 145 units on PA-A when fully built out, which helps ensure that the goal of providing affordable homes and a mix of unit types is met. The Town has committed to transferring the required workforce density to account for the Runway Master Plan from density existing on other properties owned by the Town. This is in accordance with previous workforce housing projects on Block 11 (e.g., Blue 52, Ullr Flats), where the Town transferred the density to those housing project sites.

The Master Plan additionally sets square footage maximums for each unit type that will be slightly higher than what will be built to allow homeowners to make small remodels or additions to their homes over time. In addition, the Master Plan allows single-family and duplex units to have storage sheds up to 100 square feet that would not be habitable and would not count against density.

Staff has analyzed the proposed estimated density onsite, based on the anticipated unit mix, and estimates that it is approximately 413,000 sq. ft. (10.84 UPA), which is below the allowed density of 20 UPA. Staff and the Commission have no concerns.

Architectural Compatibility (5/A & 5/R): The proposed language governing architecture in the Master Plan was drafted with the following intentions. First, to provide clear direction that design decisions will prioritize sustainability considerations, such as the orientation of solar panels vis-à-vis roof design. Second, to allow the structures to be built with 100% non-natural materials, which allows for lower construction costs and therefore sale prices, as well as increased durability. Including this language at the Master Plan stage allows the project to take negative points for non-natural materials without having every structure take points on individual permits. Finally, the proposed language does not specify detailed design intentions, leaving future design review to be governed by the Architectural Compatibility language in 5/A and 5/R.

After Master Plan approval, all structures will be reviewed for Development Code compliance, which includes architectural compatibility review, through the administrative Class D-Major development review process.

For use of 100% non-natural materials, and the Commission have assessed negative six (-6) points for the project under Policy 5/R A.

Recent multi-unit housing developments that also received negative six (-6) points under for the use of non-natural materials:

2023 – Stables Village Master Plan, for the use of 100% non-natural materials.

2022 – CMC Student Housing Phase 2, for extensive use of fiber cement siding and limited use of natural materials.

2022 – CMC Student Housing, for extensive use of fiber cement siding and limited use of natural materials.

2022 – Alta Verde II, for no natural materials.

2021 – Alta Verde II, for no natural materials.

2018 – Dennison Placer Apartments, for no natural materials.

Building Height (6/A & 6/R): A height limitation of 35 ft. is established in LUD 31 and is not proposed to be changed by this Master Plan. Staff and the Commission have no concerns.

Site and Environmental Design (7/R): This site has been heavily disturbed from grading and is currently used for skier parking, snow storage, and as a sledding hill. The project will have minimal site disturbance, given the relatively flat grade of the existing site. During the infrastructure permit phase, there may be some over-excavation, as well as construction of detention ponds (not shown on site plan). There are no retaining walls proposed at this Master Plan review.

Placement of Structures (9/A & 9/R): The Master Plan dictates setbacks. While the distances are the same for all unit types (see table below), the point from which they are measured varies. Front setbacks for single-family and duplex units are taken from the right-of-way or adjacent open space and rear setbacks for

those units are from the alley. Townhome setbacks are taken from the PA-A boundary. The proposal uses the PA-A boundary for townhomes to allow for flexibility in placing the townhomes, which staff believes is advantageous given the diversity of lot shapes and orientations across the townhome sites. There is language in the Master Plan stating that front setbacks in groups of units should align, which helps ensure that the more flexible townhome placement standards would not result in staggered front setbacks.

Per Town Code 9-1-19-9R Section D.2.d., perimeter boundaries for residential developments may be used to meet the requirements of 9/A. While the Master Plan does not use perimeter boundaries to establish required setbacks within the development for the majority of the units, the proposal meets the required residential setbacks for all unit types established in 9/A when measured from the perimeter boundary.



Figure 1. Excerpt of site plan showing perimeter boundary, which is shown as a solid black line on the site plan.

Using the PA-A boundary for townhome setbacks incurs negative points under Policy 9/R in one location on the Master Plan where a townhome is proposed at 13 ft. from the boundary where 15 ft. is the recommended setback under 9/R. Proposals where one relative setback requirement is not met incur negative three (-3) points.

Staff and the Commission recommend assigning negative three (-3) points under 9/R for one setback under the 15 ft. relative requirement. The proposed setback meets the absolute requirement of 10 ft. for rear setbacks under 9/A.

3. DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS TABLE				
UNIT TYPE	COTTAGE	DUPLEX	TOWNHOME	SINGLE FAMILY UNITS
SETBACKS FOR ALL STRUCTURES				
FRONT	5'	5'	5'	5'
SIDE	7'-6"	7'-6"	7'-6"	7'-6"
REAR	10'	10'	10'	10'
MAXIMUM HEIGHT				
MEASURED PER NOTE 5	35'	35'	35'	35'
MAXIMUM ALLOWED DENSITY (TOTAL SQUARE FOOTAGE OF ABOVE AND BELOW GRADE AREAS WITH GREATER THAN 5' HEAD HEIGHT INCLUDING GARAGE AND MECHANICAL SPACES)				
DENSITY PER UNIT TYPE (SFE)	2,400 SF	2,000 SF	VARIABLES, PER FINAL CONDO PLAT, SEE NOTES	3 BEDROOM: 3,000 SF 4 BEDROOM: 3,200 SF
PARKING REQUIREMENTS				
BEDROOM QUANTITY	2 OR 3 BEDROOM	4 BEDROOM	3 BED + ADU OPTION	4 BED + ADU OPTION
SPACES PROVIDED PER CHAPTER 3 OF THE TOWN CODE, REFERENCE EXHIBIT A	2	3	3	4

DEVELOPMENT STANDARDS TABLE NOTES:

- FRONT PORCHES AND AT GRADE PATIOS FOR TOWNHOMES AND DUPLEXES MUST BE SEPARATED FROM ONE ANOTHER BY A MINIMUM OF THREE (3) FEET OF SEPARATION.
- SINGLE FAMILY AND DUPLEX UNITS ARE ALLOWED TO HAVE ONE EXTERIOR SHED, WHICH MUST MEET SETBACKS AND ARCHITECTURAL STANDARDS. SHEDS ARE NOT ALLOWED IN FRONT YARD SETBACKS. SHEDS DO NOT COUNT AGAINST THE DENSITY LIMITATIONS AS NOTED IN THE PLANNING AREA TABLE.
- ROOF OVERHANGS MAY EXTEND UP TO 24" INTO SETBACK.
- ALLEY LOADED UNITS FRONT A PRIVATE DRIVE AND ARE NOT SUBJECT TO THE 23' SETBACK REQUIRED BY TOWN OF BRECKENRIDGE CODE SECTION 9-2-4-5.
- BUILDING HEIGHT MEASUREMENT SHALL BE TO THE HIGHEST POINT OF A FLAT, SHED, OR MANSARD ROOF OR TO THE MEAN ELEVATION OF A GABLE OR HIP ROOF.
- FRONT SETBACK FOR SINGLE FAMILY AND DUPLEX UNITS SHALL BE FROM A ROW OR OPEN SPACE. REAR SETBACK FOR SINGLE FAMILY AND DUPLEX SHALL BE FROM AN ALLEY.
- WHERE FRONT AND SIDE YARDS ABUT, BOTH SETBACKS SHALL BE 7'-6".
- FRONT SETBACK FOR TOWNHOME UNITS SHALL BE FROM THE ALLEY. REAR SETBACK FOR TOWNHOMES SHALL BE FROM PA-A BOUNDARY.
- TOWNHOMES ARE ALLOWED UP TO A 100 SQUARE FEET ADDITION PER UNIT.

Figure 2. Development standards from page 1 of the Runway Master Plan Amendment.

Snow Storage (13/A & 13/R): Snow storage for Floradora Drive will be in PA-B. All other snow storage for the development (PA-A) will be located on site. The square footage of snow storage proposed meets the required 25% in the Code, as shown in the attached snow storage exhibit. However, the snow storage locations shown in the exhibit are illustrative only. Final locations for snow storage will be reviewed in tandem with the infrastructure and landscaping permits, to ensure that the requirements for rights-of-way, landscaping, and snow storage do not conflict.

Refuse and Recycling (15/A & 15/R): Duplex and single-family lots will have individual trash and recycling service. Townhomes will use common trash enclosures. The Master Plan’s conceptual exhibit shows five (5) common trash enclosures located adjacent to the townhome buildings. Additionally, the nearby recycling facility on Coyne Valley Road is less than a mile north of this development and currently provides compost and recycling drop-off.

Policy 15/A requires that developments with greater than three (3) duplex buildings provide common refuse areas for the duplexes, which differs from what is proposed. This development contains more than three (3) duplex buildings, but staff is proposing that the duplex units have individual trash and recycling service. The duplexes are not concentrated in a single area. Instead, they are spread throughout the site to provide integration of, and variation between, the different housing types, and they are interspersed along trash pickup routes for single-family residences. This dispersion makes it easier to provide individual service to the duplexes along the single-family routes. In addition, duplex and single-family units have garages, which

can provide storage of individual bins outside of pick-up times. Staff also has some concerns that a higher number of common refuse areas, especially when distributed across the development, would become general dumping areas used by residents in all unit types. Sustainability staff reviewed the proposal and supported the plan. Given the low impact of having individual refuse pickup at the duplex units and the potential issues in having more dumpsters and potential for contamination of recycling, staff and the Commission recommend support of the language specifying that duplexes have individual service. The proposal meets Code requirements for refuse service at townhomes and single-family units.

Access and Circulation (16/A & 16/R) (17/A): The site is accessed from the existing Fraction Road on the west side and Floradora Drive on the north side, both of which will have sidewalks. A third access point, located south of Fraction Road and connecting the site to Airport Road, will be improved with this master plan. Floradora Drive is designed to be curvilinear from north to south. This design, along with multiple other traffic calming measures, is meant to promote reduced speeds. There are alleys throughout the site that provide vehicular access for the units. Bike and pedestrian access throughout the site is provided via a system of unpaved paths that are not proposed to be maintained during the winter. Alleys and the sidewalks along Floradora will be paved and plowed, providing winter pedestrian access to the residences. Staff and the Commission have no concerns related to the proposed circulation.

Parking (18/A & 18/R): The proposal includes two (2) spaces for two- and three-bedroom units, three (3) spaces for four-bedroom units, three (3) spaces for three-bedroom units with ADUs, and four (4) spaces for four-bedroom units with ADUs. These numbers meet the required parking counts under Chapter 3, *Off Street Parking*, of the Town Code, where two (2) spaces are required for single-family units up to three (3) bedrooms, with an additional space per bedroom as relevant; two (2) spaces are required per duplex or townhome unit; and one (1) space is required per ADU. Additional guest parking is located in eight locations, notated in the attached snow storage and parking exhibit in red.

Recreation (20/R): The Runway site design includes connectivity to nearby trails and amenities and provides internal recreational amenities.

Trail connections to the Blue River and the Rec Path are provided at three (3) points on the east side of the development. In addition, there is a trail on the development that follows the eastern boundary of the property. These improvements help connect the development to the main recreation opportunities in this part of Town. Trail and street connections throughout the site also connect residents to the elementary school to the south, commercial activities on Airport Road, and the Blue River pump track and playground to the north.

The open area in the center of the development will also include communal elements for residents' use.

Staff and the Commission recommend assigning positive three (+3) points under 20/R for these improvements. Positive three (+3) points have typically been awarded to trails and park spaces, while positive six (+6) points have been awarded to major public recreational buildings and lift systems.

Recent projects that have also received positive three (+3) points for contributions to recreation:

2023 – Stables Village Master Plan, for providing bike and pedestrian access to trails and resident access to the nearby bike park.

2021 – BGV Gondola Lot Master Plan, for providing a public park.

2021 – Hotel Breckenridge, for dedicating a public trail easement.

2021 – Breck Central Market, for recreation path easement.

Open Space (21/R): The Master Plan allocates 33.5% of the planned area as open space, meeting the requirement of 30% in Policy 21/R. Staff and the Commission have no concerns.

Landscaping (22/A & 22/R): Landscaping for this development is subject to Policy 22/A, which dictates buffering, wildfire mitigation, coverage, and sizing for adequate landscaping throughout the site. All landscaping, including common areas and individual residential sites, will be reviewed through future administrative permits that combine snow storage and landscaping review to ensure that the plans for these different uses do not conflict. Future landscaping will enhance the buffering in the area because the site is currently devoid of trees or significant vegetation.

Social Community (24/R): This Master Plan fulfills a large community need identified by the Town Council: the provision of additional for-sale workforce housing units. Positive points are awarded under this policy for a development comprised of 100% deed-restricted employee units. All 148 units will be deed-restricted for-sale units, and many will be offered for sale to qualified individuals earning between 80% and 160% of the area median income (AMI), which may be adjusted based on any future changes to AMI. This qualifies the project for ten positive (+10) points.

The project also meets a specific Council goal from 2025 and qualifies for an additional six positive (+6) points under section B. of Relative Policy 24, where projects that are identified to meet a Town Council Goal of the past three years are eligible for additional positive points. The 2025 Town Council Goals include a desire that, *“47% of the Breckenridge workforce lives in Town and there is a diversity of housing types and prices for locals (sufficient to preserve the sense of community and support the local economy)”* and to *“build out employee housing and rental units/programs.”*

Recent housing projects that have also received positive six (+6) points for meeting a Council goal:

2023 – Stables Village.

2022 – Justice Center Housing.

2022 – Alta Verde II Workforce Housing.

2021 – Alta Verde Workforce Housing.

Infrastructure (26/A & 26/R): The development will be accessed via Fraction Road to the west and Floradora Drive to the north, with the majority of the homes taking access from a series of alleys. As part of this development, the Fraction Road connection will be improved and the Floradora extension will match the existing dimensions. Engineering and housing staff are currently working on civil drawings to establish the distances for rights-of-way along the main road (Floradora) and the alleys. These dimensions will be provided as part of the infrastructure permit and subdivision process following Master Plan approval.

Subdivision (35/A) & Subdivision Standard 9-2-4-5: Lot Dimensions, Improvements and Configuration: This Standard requires Disturbance Envelopes for all lots at the time of Subdivision but makes an exception for building footprint lots if they are specifically authorized in an approved Master Plan. This Master Plan proposes modified building footprint lots, which would provide enough space for the footprint of the building as well as some flexibility for placement of structures and future small additions or changes to the structures.

Fences, Gates, and Gateway Entrance Monuments (47/A): Fencing yards outside of the historic district is not allowed unless authorized in a vested master plan. The Master Plan proposes that timber-rail fences be allowed on single-family and duplex lots. Fences would not be allowed in front yards. These fences

would be an option for homeowners to provide functional barriers for pets and children while being low and sufficiently open enough to maintain the open alpine character of the community.

A six-foot (6') privacy fence would be allowed per the Master Plan around PA-B for screening the snow storage/government use area.

Point Analysis (Section: 9-1-17-3): Staff and the Commission find that the proposed Master Plan meets all Absolute Policies in the Development Code except for Policy 15/A related to refuse and recycling. A summary of the preliminary point analysis is below.

Positive Points

Policy 20R Recreation: Positive three points (+3) for trail connections and recreational amenities.

Policy 24A Social Community: Positive ten points (+10) for a 100% deed-restricted employee housing development.

Policy 24R Social Community: Positive six points (+6) for meeting a Town Council goal.

Total: Positive nineteen (+19) points

Negative Points:

Policy 5R Architectural Compatibility: Negative six (-6) points for the proposed use of 100% non-natural exterior materials.

Policy 9/R Placement of Structures: Negative three (-3) points for a setback of 13 ft. where 15 ft. is recommended.

Total: Negative six (-9) points

Total: Passing point analysis of +10.

Runway Density Considerations

As Council is aware, the Town has transferred density to account for any new density associated with Town workforce housing projects. The Town has also volunteered to transfer density to private workforce housing developments, as an incentive to achieve more workforce housing units. The density transfers are consistent with policies in the Joint Upper Blue Master Plan that require the Town and County to account for density created for workforce housing units.

The attached table shows the density the Town holds on various Town owned properties. The table takes into account all previous density transfers that occurred for workforce housing projects on Block 11, McCain, and elsewhere. As the attached table indicates, there are about 370 units of residential density remaining on properties owned by the Town.

Per the Findings and Conditions of the Runway Master Plan, the Town will be committed to transferring about 148 units of density to the Runway project. This unit number may differ slightly in the final count, depending on how many townhome units are constructed (there is an equivalent density number that depends on the square footage of townhome units).

Since the adoption of the update to the Joint Upper Blue Master Plan in 2011, the Town has transferred approximately 268 SFEs of its density to different workforce housing projects. These projects include Vista Verde I and II, Ullr Apartments, Blue 52, Denison Commons, Valley Brook, and Stables Village.

The Town is obligated by the BGV Development Agreement to transfer 13.9 SFEs of density to Parcel 2 (North Gold Rush Lot) for the workforce housing planned there. There is also an obligation of the Town in the Miller Braddock Annexation Agreement to transfer up to 100 SFEs for the deed restricted units within that development. That is the extent of the outstanding obligations to private developments that staff is aware of. Given these obligations, staff has provided the following table to illustrate the projected density demand of workforce housing units:

Project Name	Projected Needed Density (in SFEs)
Runway	148
Miller Braddock Annexation	100
BGV Parcel 2	13.9
Total Density Needed	261.9

Figure 3. Table showing total projected needed density for workforce housing based on three outstanding projects.

After the above obligations have been transferred, given the 370 units of density currently held by the Town, it leaves about 109 units of density available for other workforce projects.

Planning Commission Recommendation

Staff and the Commission find that the proposed Master Plan meets all Absolute Policies in the Development Code except the requirement that developments of greater than three duplexes have communal refuse collection. The Planning Commission voted six to one (6-1) to recommend that the Town Council approve the Runway Master Plan with the point analysis listed above and the attached Findings and Conditions of Approval.

Suggested motion: “I move that the Town Council approve the Runway Master Plan, PL-2025-0034, located at 51 Fraction Rd, with a passing point analysis of positive ten (+10) points under the Development Code’s Relative Policies and meeting all Absolute Policies, except 9-1-19-15A Refuse and Recycling, with the attached Findings and Conditions of Approval.”

Town Project Hearing Impact Analysis				
Project:	Runway Master Plan Town Project	Positive	Points	+19
PL:	PL-2025-0034		>0	
Date:	5/13/2025	Negative	Points	- 9
Staff:	Amelia Brackett, Planner III		<0	
		Total	Allocation:	+10
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)	Complies	Workforce housing up to 20 UPA allowed.
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)	- 6	The Master Plan proposes the use of natural-appearing synthetic materials and up to 100 percent non-natural exterior materials on exterior facades. Non-natural siding, such as composite wood, on 100 percent of any façade warrants negative six (-6) points.
6/A	Building Height	Complies		
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District		Complies	
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex/Multi-family Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)	- 3	Negative three for one townhome not meeting one setback (providing 13 ft. where 15 ft. is required). 10 ft. is the absolute requirement.
12/A	Signs	Complies		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)	Complies	
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)	Complies	Townhomes to provide greater than 5% of density to dedicated storage, which will be reviewed at building permit stage.
15/A	Refuse	Complies		

15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)	Does Not Comply	Duplexes will have individual refuse service due to their placement mixed with single-family units.
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies	Complies	Proposal meets requirements by providing spaces on single-family and duplex sites and in nearby parking rows for townhomes. Proposed guest parking is in addition to the parking requirements for the units.
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)	+3	Staff recommends positive three (+3) points for the provision of a trail developments that connect residents to the river, school, and parks nearby and for communal park amenities.
21/R	Open Space - Private Open Space	3x(-2/+2)	Complies	Required: 30% of site Proposed: 33.5% of site (does not include yards)
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		Landscaping will be reviewed at a future permitting stage to allow coordination with infrastructure and snowmelt needs and will be subject to Town Code requirements.
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/A	Social Community / Above Ground Density 12 UPA	(-3>-18)		
24/A	Social Community / Above Ground Density 10 UPA	(-3>-6)		
24/R	Social Community - Employee Housing	1x(-10/+10)	+10	100% of project density will be deed restricted employee housing.
24/R	Social Community - Community Need	3x(0/+2)	+6	Meets 2024 Council Goal.
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Primary Structures - Historic Preservation/Restoration - Benefit	+1/3/6/9/12		
24/R	Social Community - Secondary Structures - Historic Preservation/Restoration - Benefit	+1/2/3		
24/R	Social Community - Moving Primary Structures	-3/10/15		
24/R	Social Community - Moving Secondary Structures	-3/10/15		
24/R	Social Community - Changing Orientation Primary Structures	-10		
24/R	Social Community - Changing Orientation Secondary Structures	-2		
24/R	Social Community - Returning Structures To Their Historic Location	+2 or +5		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)	Complies	
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		

31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation			
	New Structures; Percent Energy Saved Beyond Adopted Residential Energy Code Standard			
33/R	Obtaining a HERS index	+1		
33/R	20-39%	+2		
33/R	40-59%	+3		
33/R	60-79%	+4		
33/R	80-99%	+5		
33/R	100%+	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-2/+2)		
33/R	10 or more additional EV Capable spaces over the required minimum as determined in the IECC.	1		
33/R	Three (3) additional EVSE Installed parking spaces over the required minimum as determined in the IECC.	+3		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Special Areas - Community Entrance	4x(-2/0)		
37/R	Special Areas - Individual Sites	3x(-2/+2)		
37/R	Special Areas - Blue River	2x(0/+2)		
37/R	Special Areas - Cucumber Gulch/Setbacks	2x(0/+2)		
37/R	Special Areas - Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
38.5/A	Home Childcare Businesses	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		
47/A	Fences, Gates And Gateway Entrance Monuments	Complies	Complies	Allowance for timber-rail fences on single-family and duplex lots. These fences will not be allowed to project in front of the front façade of a residence. Allowance for a privacy fence on site area PA-B to shield the neighborhood from public works activities.

48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		
50/A	Wireless Communications Facilities	Complies		

TOWN OF BRECKENRIDGE

**Runway Master Plan
Tract A, Fraction Subdivision
51 Fraction Road
PL-2025-0034**

FINDINGS

1. This project is a “Town Project” as defined in Section 9-4-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.
3. The Planning Commission reviewed and considered this Town Project at a work session on March 18, 2025. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on April 15, 2025, notice of which was published on the Town’s website for at least five (5) days prior to the hearing as required by Section 9-14-4B of the Breckenridge Town Code. In addition to posting on the Town’s website, notice of the Planning Commission’s public hearing on a proposed town project shall be given in the same manner as is required for a final hearing on a Class A development permit application pursuant to chapter 1 of this title. Failure of a person to receive the notice described in this section shall not impair the validity of the Planning Commission’s public hearing on a proposed town project, or the Planning Commission’s recommendation to the Town Council with respect to such proposed town project. Because the process of reviewing and approving a town project is discretionary and administrative, and not quasi-judicial, any member of the Town Council may properly attend the Planning Commission’s public hearing(s) and deliberations with respect to a proposed town project. At the conclusion of its public hearing, the Planning Commission recommended approval of this Town Project to the Town Council.
4. The Town Council’s final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on May 13, 2025. This Town Project was listed on the Town Council’s agenda for the May 13, 2025 meeting, that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to, a point analysis for the Town Project in the same manner as a point analysis is prepared for a final hearing on a Class A development permit application under the Town’s Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code).
6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.
7. Per Town Code Section 9-14-2 *Town Council Authority Over Town Projects*, the Town Council has the authority, in its sole discretion, has the sole and final authority to determine all aspects of the town project, including but not limited to, its location and design. Chapters 1, 3 and 12 of this title

and the town of Breckenridge land use guidelines do not apply to town projects, but town projects shall be processed instead in accordance with the provisions of this chapter.

8. **This project has been found to meet all Absolute Policies of Title 9 of the Development Code, except 9-1-19-15A Refuse and Recycling. The Planning Commission finds that the design of the Runway Neighborhood, having duplexes and single-family units interspersed throughout, and implementation of the newly imposed pay-as-you-throw Town Ordinance, are better suited to allowing individual unit refuse pick-up rather than a shared dumpster enclosure for duplex units as required in this policy.**
9. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
10. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
11. If the real property which is the subject of this application is subject to a severed mineral interest, the applicant has provided notice of the initial public hearing on this application to any mineral estate owner and to the Town as required by Section 24-65.5-103, C.R.S.

CONDITIONS

1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
2. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop order requiring the cessation of work, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.
3. This permit expires three (3) years from date of issuance, on **May 13, 2028**, unless a building permit has been issued and substantial construction pursuant thereto has taken place. In addition, if this permit is not signed and returned to the Town within 30 days from the permit mailing date, the duration of the permit shall be three years, but without the benefit of any vested property right.
4. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.
5. Nothing in this permit shall constitute an agreement by the Town of Breckenridge to issue a certificate of occupancy for the project covered by this permit. The determination of whether a certificate of occupancy should be issued for such project shall be made by the Town in accordance with the applicable provisions of the Town Code, including, but not limited to the building code.
6. **Applicant shall not commence site grading and utility improvements on site until the required Subdivision Permit and Infrastructure Permit have been issued.**
7. **Applicant shall not commence construction of any structure on site until a Development Permit and Building Permit have been issued by the Town's Community Development Department.**

- 8. Prior to any individual dwelling unit within the Master Plan area receiving a Certificate of Occupancy, a covenant, declaring the unit as deed restricted workforce housing in perpetuity, shall be recorded with the Summit County Clerk and Recorder.**
- 9. The Town will transfer density for each unit through a Density Transfer Covenant prior to issuing Certificates of Occupancy.**

Town Owned Remaining Density Within Town Boundaries (5/14/24)

LOCATION	LEGAL DESCRIPTION	PPI NUMBER	ACRES	BUILT (Y/N)	LUD	Allowed Per LUD	Commercial SFES Remaining	Residential SFES remaining	COMMENTS	Additional Notes
Parking Lots										
Ice Rink	Blk 2 Rodeo Grounds Sub	2371-0610-05-002	23.22	Y	28	R: 10 UPA C: 1:1 FAR	0	26.33	Ice Rink, Rotary Snowplow Park (232 SFES permitted/44.73 built)-- LUD allows residential/lodging. Total of 161.09 SFES have been extinguished for several workforce housing projects.	44.73 SFES are built on the property. 63.02 SFES were extinguished from the property in 2022 to account for density transferred to Alta Verde I and the Block 11 Net Zero Apartments. 98.07 SFES extinguished on 5/14/24 to account for density associated with Vista Verde II apartments.
F Lot and Tiger Dredge Lot	Tract F Four Seasons Village Sub #2 (aka pt of Lot 85)	2211-3133-10-004	7.25	N	23	R: 20 UPA C: 1:3 FAR	0	136.77	22.44 SFES are attributable to the Riverwalk Center. In 2017, there was a 243 square foot dumpster enclosure built.	62.23 SFES were extinguished in August, 2024 to account for the density built at the Stables Village workforce housing project. Size is per Plat and County. Previous spreadsheet said 6.51
Wellington Lot	Lot 71,72,73,74 Bartlett and Shock Sub	2211-3132-08-006	0.45	N	19	R: 20 UPA C: 1:3 FAR	19.6	9	Wellington Parking Lot - Commercial SFES	Previous sheet had 19 SFES remaining.
Courthouse Lot	Lot 37 Bartlett and Shock Sub w 1/2 Lot 37 and 39	2211-3131-19-003	0.14	N	18.2	R: 20 UPA C: 1:1 FAR	6.09	2.8	Courthouse Parking Lot - Town half	
East Sawmill Lot	Lot 2a, 2b Sawmill Station Square Sub #3 Amended and Shock Sub 86-90	2211-3132-07-005	1.09	N	19	R: 20 UPA C: 1:1 FAR	47.48	21.8	East Sawmill Parking Lot	
Ice House Lot	Lot 106 - 113 and 118, 119 Bartlett and Shock sub lka part Lot 106	2211-3133-01-004	0.92	N	19	R: 20 UPA C: 1:1 FAR	40.25	18.48	Ice House Parking lot and alley to Blue River plaza	
Exchange Parking Lot	Lot 23 Bartlett and Shock Sub plus Lot 3 Blk 12 Abbetts lka Lots 24 and 24a also Lots 1 and 2 Addition a resub of Lots 23 and 24 Bartlett and Shock plus Lots 1-4 Blk 12 abbetts addition	2211-3134-08-001	0.46	Y (?)	18.2	R: 20 UPA C: 1:1 FAR	20.03	9.2	Exchange Parking structure	

LOCATION	LEGAL DESCRIPTION	PPI NUMBER	ACRES	BUILT (Y/N)	LUD	Allowed Per LUD	Commercial SFES Remaining	Residential SFES remaining	COMMENTS	Additional Notes
Tonopah Lot	Lot 10, 11, 12, 13, 14, 15, 16 Blk 15 Abbetts Addition Sub	2371-0621-23-001	0.48	N	18.2	R: 20 UPA C: 1:1 FAR	20.9	9.6	La Cima/Tonopaha Parking lot	
Klack Placer parking lot	Lot 9-16 Blk 7 Abbetts Addition Sub	2371-0621-31-001	0.57	N	17	R: 10 UPA C: 1:1 FAR	0	6.27		
Other Town Properties										
Arts District	Arts District, Lot 1	2211-3134-58-001	0.229	Y	18-2	R: 20 UPA C: 1:1 FAR	3.74	-0.615	6,234 square feet of buildings per permit	
Arts District	Arts District, Lot 2	2211-3134-58-002	0.668	Y	18-2	R: 20 UPA C: 1:1 FAR	21.5	7.033	7,592 square feet of buildings per County	
Iowa Hill Lot 1	Iowa Hill Lots 1		26.73	N	1 and 31	R: 10 UPA C: 1:1 FAR	38.35	0	Density per annexation agreement, adjusted according to LU-31 rezoning.	
Iowa Hill Lot 3			8.41							
Riverfront area adjacent to F Lot	Pt of Lot 39 Four Seasons Village Sub #2	2371-0622-03-002	0.72	N	23	R: 20 UPA C: 1:3 FAR	10.45	26.3	Allows both residential and commercial numbers to be used.	
McCain Property	McCain (Mining Claim)	2211-1920-00-007	128.00	N	43	R: 10 UPA C: 1:1 FAR	0	0	6.39 SFES extinguished and transferred to the Pinewood II housing site in July, 2013	Water Treatment plant - governmental use - no density required
Pinewood Village	Lot 5 Blk 1 Parkway Center Sub Amended #1	2211-3120-02-004	4.10	Y	9.2	R: 10 UPA	0	34	76 SFES allowed per Master Plan, 42 used for Pinewood Village (74 units)	
Prospector Park	Lot 52 and 53 Bartlett & Shock Sub	2211-3132-08-030	0.313	N	19	R: 20 UPA C: 1:1 FAR	0	0	2.0 SFES were extinguished in January, 2015 and transferred to affordable housing at Maggie Point. 4.3 SFES transferred to Denison Placer (Blue 52) in 11/2017.	

LOCATION	LEGAL DESCRIPTION	PPI NUMBER	ACRES	BUILT (Y/N)	LUD	Allowed Per LUD	Commercial SFES Remaining	Residential SFES remaining	COMMENTS	Additional Notes
Edwin Carter Museum Property	Tracts 17A and 17B Abbetts Addition Adjustment 1143532 (Resub Tracts 17 and 18 Abbets Addition Unsubdivided)	2211-3131-00-025 and 2211-3131-00-026	0.6575	Y (1890)	18.2	R: 20 UPA C: 1:1 FAR	0	0	Carter Museum. Nine units of density extinguished on property in April, 2012 and transferred to Valley Brook housing project. The four remaining SFES were transferred to Denison Placer (Blue 52) in 2017	
Gaymon/BHA Cabin	Lot 5 Snider Addition Resub of Lot 5 and 6	2211-3132-01-003	0.430	Y	11	R: 12 UPA C: 1:3 FAR	5.26	4.32	Gaymon Cabin	Cabin is 756 square feet. Restrooms are 180 square feet. 936 square feet total have been added to remaining SFE
Parcels on Blue River near Riverwalk Center and Dredge Pond	In Bartlett and Shock Sub lka a Tract in Bartlett and Shock in Stiles Addition	2211-3133-00-001	1.56	N	19, 20, 23	19: R 20 & C 1:1 20: C 1:3 23: R 20 & C 1:3	47.5	30.15	Blue River walkway, river	Long linear parcel along river: different LUDs and different densities allowed. County says 1.74 acres.
Parking/Delivery Turnaround behind CB Potts	TR 6-77 Sec 31 Qtr 3 Sqft 9816 West of Block 7 Stiles Addition	2211-3133-00-002	0.22	N	19	R: 20 UPA C: 1:1 FAR	9.58	4.4	10 W Adams - paved area and dumpster enclosure	
Blue River behind Rounds Building	Lot 8 Rounds Sub	2211-3133-23-002	0.15	N	19	R: 20 UPA C: 1:3 FAR	0	0	Parcel mostly in the river. Document in file notes that all density transferred from this property (Lot 8, Rounds Sub) to all other lots within the Rounds Subdivision.	
Blue River plaza (central portion)	Blk 8 Stiles Addition Sub Portion of Lot 8	2211-3133-58-001	0.098 (.10)	N	19	R: 20 UPA C: 1:1 FAR	4.3 (4.26)	2 (1.98)	Blue River Plaza	
Property around Main Street Mall	In Main Street Mall Condo #1 aka Lot 8 Blk 6 Stiles	2211-3133-28-007	0.15	N	19	R: 20 UPA C: 1:1 FAR	6.53	3		
Property north of Dredge Pond	Parcel B Tiger Dredge Sub	2211-3133-30-001	0.22	N	19	R: 20 UPA C: 1:1 FAR	9.58	4.4		
Property north of Dredge Pond	Parcel A Tiger Dredge Sub	2211-3133-30-002	0.18	N	19	R: 20 UPA C: 1:1 FAR	7.84	3.6		
Klack Placer and cabin	Mining Claims	2211-3134-00-001	0.59	N	17	R: 10 UPA C: 1:1 FAR	25.7	6.49		

LOCATION	LEGAL DESCRIPTION	PPI NUMBER	ACRES	BUILT (Y/N)	LUD	Allowed Per LUD	Commercial SFES Remaining	Residential SFES remaining	COMMENTS	Additional Notes
Stillson property	Mining Claims	Tract F, Stables Villag	23.45	N	1	R: 1 Unit per 10 acres		2.35	Breckenridge stables density undetermined	
Stillson property		Tract F, Stables Villag	5.84	N	15	R: 1 Unit per 20 acres		0.71	LUD indicates preferred location for affordable housing	
Carter Park	Mining Claims	2371-0621-00-001	5.74	Y	26	R: 4 UPA	0	3.57	16.8 SFE's undeveloped on this site per property file, Carter Park. 7.96 SFES extinguished to account for density at Denison Placer (Blue 52) in 2017. 5.27 SFES extinguished for density at Denison apartments.	
F&D Placer/BOEC	Mining Claims	2373-0110-00-001	38.425	N	1	R: 1 Unit per 10 acres	0	3.843	Property file says: approximately 10,800 square feet of buildings exist on the property. Approximately 6,960 square feet over density.	
TOTAL REMAINING								340.38	373.80	



Runway Master Plan March 2025

Neighborhood Vision:

The Runway Neighborhood is a community designed for the local workforce with a focus on affordability, accessibility, connectivity, green infrastructure and sustainability. The Runway Neighborhood will take advantage of this catalytic infill site, encouraging medium density, low-impact development proximate to the Blue River, multi-modal infrastructure, including trailways as well as local and regional bus routes. With density strategically located near educational, recreational, and employment resources, this proposed Master Plan will activate the old runway parcel for intentional, strategic infill development. A key component of this plan is the creation of workforce housing on Planning Area A (PA-A), with Planning Area B (PA-B) reserved for future potential development and current governmental needs like snow storage.

The Runway Neighborhood completes the vision of the Block 11 and Valley Brook Master Plan, filling the final vacant portion of the original planning area. The proposal will meet the original intent of the Master Plan with predominantly deed-restricted employee/affordable housing as the primary use for this space alongside the Blue 52 neighborhood to the north. This proposed community will provide a mix of home types that fits the needs of the Breckenridge workforce, home types will include for-sale single-family, duplex, and townhomes. Runway Neighborhood will meet long-term goals from the Block 11 and Valley Brook Master Plan in regard to sustainability, affordability, high-quality architectural design, and respect for nature, while meeting the present needs and demands of the changing Breckenridge community. Although the proposed density will land at the lower end of the anticipated density under the Block 11 Master Plan, the Runway Neighborhood in tandem with the existing Blue 52 Neighborhood will meet the original unit target for this area.

Existing Conditions:

The Runway site is composed of approximately 25.2 acres, located on the northern end of the Town of Breckenridge, situated between Airport Rd. to the west and the Blue River to the east. The site is bordered by the Blue 52 Neighborhood to the north and the Upper Blue school to the south. The site is currently undeveloped, though largely graded, and is used for public parking by local workers and visitors, as bus service to town and the ski resort stops here.

Land Use:

Runway Neighborhood site is currently within Breckenridge Land Use District (LUD) 31. The site permits commercial, industrial, public open space, and employee/affordable housing among others. Per the standards for LUD 31, Block 11 may contain employee housing consisting of a mix of housing types with a maximum density of 20 UPA. The proposed density for the Runway Neighborhood is well beneath the permitted 20 UPA, however, the proposed unit mix and product type meets demand and the existing built form in the area.



Planning Area Table:

<i>Planning Area</i>	<i>Approximate Acreage</i>	<i>Proposed Workforce Housing Residential Units</i>	<i>Allowed Density</i>	<i>Zoning</i>	<i>Permitted Uses</i>
PA-A	23.82ac	148 (+44 ADUs)	20 UPA	LUD 31	<i>Workforce Residential: Single Family, Duplex, Townhome Open Space, Trails and Recreation, Compost, Trash and Recycling Enclosure, ADUs (1)</i>
PA-B	1.4ac	0	20 UPA	LUD 31	<i>Future Development including, but not limited to: Parks, Trails and Recreation, Workforce Residential, Ground Mounted Solar, Public Works Storage, Other Government Uses, Snow Storage</i>

(1) Accessory dwelling units (ADUs) may be allowed for any single-family structures, excluding the Cottages within the Runway Neighborhood and must follow Policy 51 of the Town Code. See Exhibit A for Parking.

Workforce Housing:

Runway Neighborhood is proposing to provide 148 workforce housing units with the possible addition of 44 ADUs on PA-A restricted to the local workforce with affordability rates based on the Summit County Area Median Income (AMI); these units will be provided through a mix of single-family, duplex, and townhome units, along with accessory dwelling units (ADUs). According to the 2023 Summit County Housing Needs Update, Breckenridge has a 5-year remaining need of 724 rental units, and 487 ownership units, respectively. With scarce land resources, and high construction costs, this proposal seeks to leverage a key public parcel to provide workforce housing on a catalytic site within the current town boundaries. This fulfills the community’s need and the desire to keep Breckenridge a community where locals can afford to live where they work. Future development is allowed on PA-B should public works and governmental uses be relocated elsewhere.

Site Plan

Sustainability

The Runway neighborhood will prioritize sustainability in its design and its future operation. The neighborhood will target net zero and utilize durable eco-friendly building materials in its construction. The neighborhood plan for Runway is oriented to the south to facilitate solar exposure to the rooftop photovoltaic solar panels. Green infrastructure such as bioswales will be used throughout the neighborhood and as buffers from Planning Area B, Open Space and Public Works. Native and xeric plants will be used in concert with bioswales, and plantings will be thoughtfully selected to minimize water usage while creating an aesthetically beautiful neighborhood design. Importantly, the Runway Neighborhood will offer a direct connection to the area’s robust multi-modal network, enabling residents to skip single-occupancy vehicles in favor of walking, biking, and transit alternatives. Both on-site and off-site, the design of the Runway Neighborhood will incentivize and emphasize sustainable planning and design.



Circulation and Access

Runway Neighborhood will be accessed from Fraction Road at the center of the property which will connect to Floradora Drive. Floradora Drive will link the neighborhood to the north and south, which will meander through the site, connecting to the Blue 52 Neighborhood to the north and Upper Blue Elementary to the south. Primary vehicular access for the homes will be taken from a series of alleyways, which will allow for front porches to line the streets and park spaces throughout the neighborhood.

A system of trails will create internal circulation for bicycles and pedestrians through the site. Several of these trails will provide east to west connectivity across the site with trails along the southern and eastern boundary of the parcel as well. A 10' wide recreation path will provide access to the Blue 52 Neighborhood and a safe route to school for students of Upper Blue Elementary. Trail and wayfinding signage will be provided to help direct users of the system, both residents and visitors alike. The internal trail and pedestrian network will also provide a future opportunity to connect to the Summit County Rec. Path system and the Blue River corridor to the east with a pedestrian bridge if funding opportunities are secured.

Landscape

Xeric, native, and low water use plantings are intended for a majority of the landscaped areas. Site grading is designed to provide gentle slopes at amenities and trails. Where necessary, boulder retaining walls are utilized to hold grade and allow for these features. Community amenities will be provided that will enhance social interaction and create spaces for residents to enjoy a healthy lifestyle and environment. Shared open spaces are located throughout the site, enabling ease of access for future residents. As mentioned, a system of trails provides internal circulation, and connection to greater regional trail amenities. The neighborhood will provide a centrally located neighborhood park, with strategically located gathering spaces, park amenities and site furnishings throughout for usage by residents and visitors. Sod, Irrigated Turf or Artificial Turf is not permitted within the neighborhood except within the central park.

Fencing

Two types of fencing shall be permitted in the community, privacy fencing and timber rail fencing, each designed to the specifications of the Master Plan. Privacy fencing will only be permitted within PA-B for screening of Public Works uses or snow storage. Timber rail fencing shall be permitted in the front, rear or side yards throughout the development, however, only one fence line will exist between structures on side yards. Timber rail fencing may be used to create an enclosed yard for private use. Side yard fencing must be set back at least 2' from the front street or alley face of the building.

Architecture:

The architectural design will facilitate the goals of creating workforce housing and a net zero neighborhood. Design choices, such as the orientation of solar panels and selection of materials, will prioritize sustainability and fire resilience. To that end, 100% non-natural materials may be used as long as they are natural-appearing and meet the material and design considerations of this section. Primary vehicular access for the homes will be taken from alleyways with front porches to line the streets and park spaces throughout the neighborhood. Where it does not conflict with other standards or design considerations, structures within the same group or area shall be oriented so that there is consistent front setback alignment with the open space, alleyway or right-of-way rather than staggered setback depths.



Development Standards:

DEVELOPMENT STANDARDS TABLE				
UNIT TYPE	COTTAGE	DUPLEX	TOWNHOME	SINGLE FAMILY UNITS
SETBACKS FOR ALL STRUCTURES EXCEPT SHEDS				
FRONT	5'	5'	5'	5'
SIDE	7'-6"	7'-6"	7'-6"	7'-6"
REAR	10'	10'	10'	10'
MAXIMUM HEIGHT				
MEASURED PER NOTE 5	35'	35'	35'	35'
MAXIMUM ALLOWED DENSITY (TOTAL SQUARE FOOTAGE OF ABOVE AND BELOW GRADE AREAS WITH GREATER THAN 5' HEAD HEIGHT INCLUDING GARAGE AND MECHANICAL SPACES)				
DENSITY PER UNIT TYPE (SFE)	2,400 SF	2,000 SF	VARIES, PER FINAL CONDO PLAT, SEE NOTES	3 BEDROOM: 3,000 SF 4 BEDROOM: 3,200 SF
PARKING REQUIREMENTS				
BEDROOM QUANTITY	2 OR 3 BEDROOM	4 BEDROOM	3 BED + ADU OPTION	4 BED + ADU OPTION
SPACES PROVIDED PER CHAPTER 3 OF THE TOWN CODE, REFERENCE EXHIBIT A	2	3	3	4

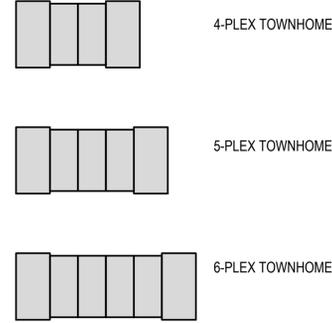
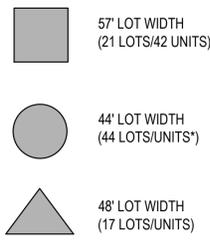
DEVELOPMENT STANDARDS TABLE NOTES:

- FRONT PORCHES AND AT GRADE PATIOS FOR TOWNHOMES AND DUPLEXES MUST BE SEPARATED FROM ONE ANOTHER BY A MINIMUM OF THREE (3) FEET OF SEPARATION.
- SINGLE FAMILY AND DUPLEX UNITS ARE ALLOWED TO HAVE ONE EXTERIOR SHED, WHICH MUST MEET SETBACKS AND ARCHITECTURAL STANDARDS. SHEDS ARE NOT ALLOWED IN FRONT YARD SETBACKS. SHEDS DO NOT COUNT AGAINST THE DENSITY LIMITATIONS AS NOTED IN THE PLANNING AREA TABLE.
- ROOF OVERHANGS MAY EXTEND UP TO 24" INTO SETBACK.
- ALLEY LOADED UNITS FRONT A PRIVATE DRIVE AND ARE NOT SUBJECT TO THE 23' SETBACK REQUIRED BY TOWN OF BRECKENRIDGE CODE SECTION 9-2-4-5.
- BUILDING HEIGHT MEASUREMENT SHALL BE TO THE HIGHEST POINT OF A FLAT, SHED, OR MANSARD ROOF OR TO THE MEAN ELEVATION OF A GABLE OR HIP ROOF.
- FRONT SETBACK FOR SINGLE FAMILY AND DUPLEX UNITS SHALL BE FROM A ROW OR OPEN SPACE. REAR SETBACK FOR SINGLE FAMILY AND DUPLEX SHALL BE FROM AN ALLEY.
- WHERE FRONT AND SIDE YARDS ABUT, BOTH SETBACKS SHALL BE 7'-6".
- FRONT SETBACK FOR TOWNHOME UNITS SHALL BE FROM THE ALLEY. REAR SETBACK FOR TOWNHOMES SHALL BE FROM PA-A BOUNDARY.
- TOWNHOMES ARE ALLOWED UP TO A 100 SQUARE FEET ADDITION PER UNIT.

LEGEND

SINGLE FAMILY AND DUPLEX UNITS:
103 TOTAL UNITS*

TOWNHOME UNITS: 45 TOTAL UNITS



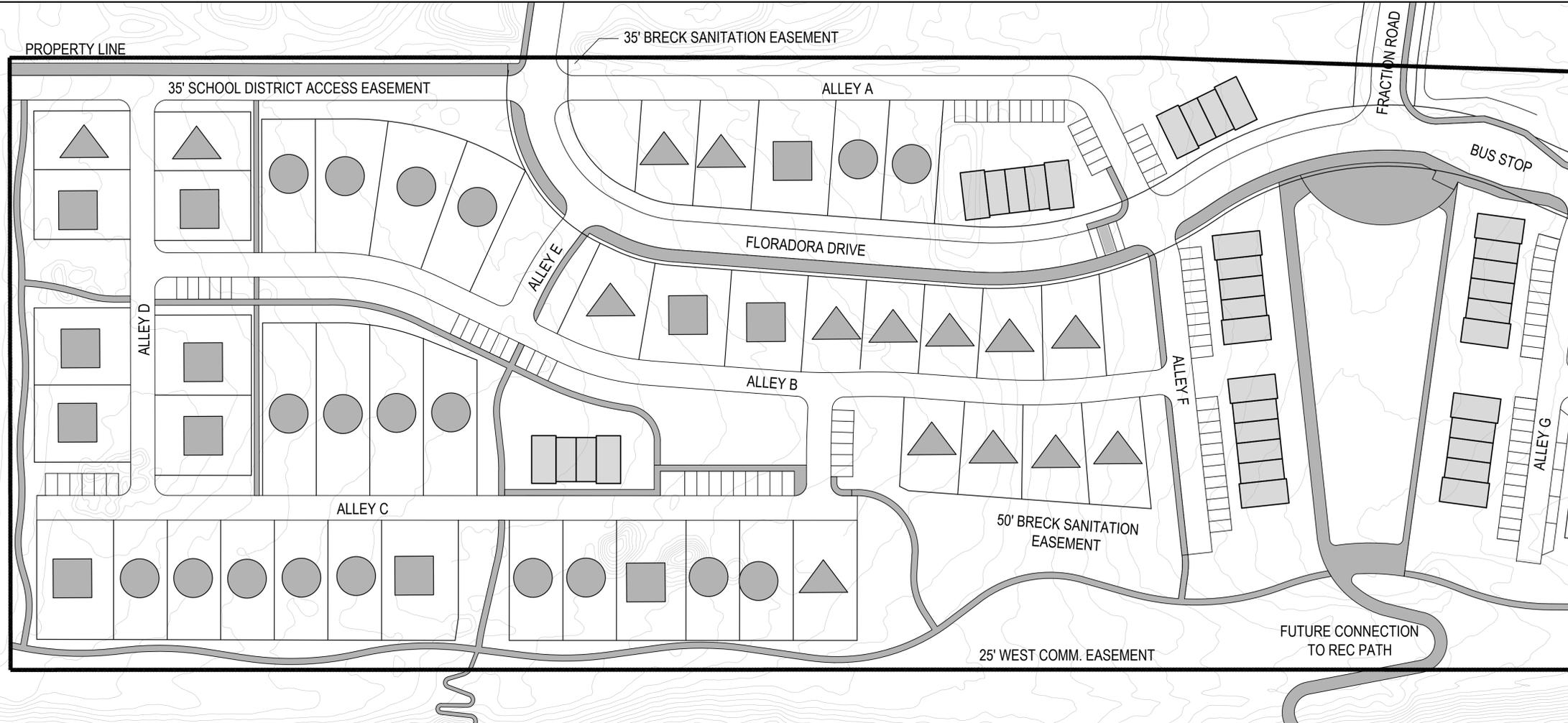
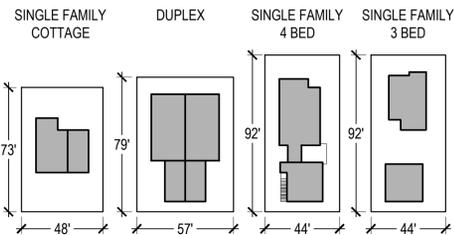
*NOTE: OPTIONAL ADU UNITS ADD A
MAXIMUM OF 44 ADDITIONAL UNITS
TO THIS LOT TYPE

KEY MAP

SCALE: 1" = 400'

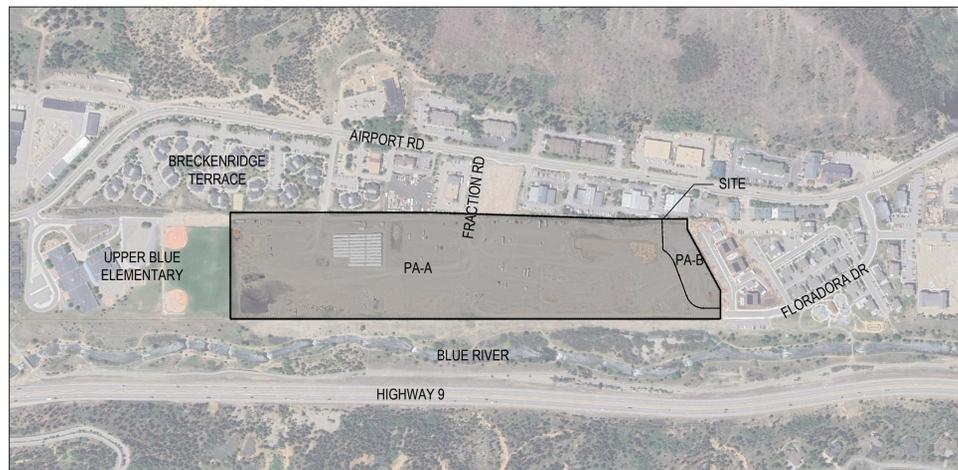


MINIMUM LOT SIZE BY UNIT TYPE



PLANNING AREA MAP

SCALE: 1" = 400'



1. DEVELOPMENT PLAN CONCEPT

THE RUNWAY NEIGHBORHOOD IS A DEED RESTRICTED COMMUNITY DESIGNED TO PROVIDE A DIVERSITY OF HOUSING TYPOLOGIES. THIS NEIGHBORHOOD HAS A MINIMUM UNIT REQUIREMENT OF 145 UNITS AT FULL BUILD OUT AND A MAXIMUM DENSITY OF 20 UPA. THE SITE PLAN SHALL FACILITATE MULTI-MODAL CONNECTIVITY THROUGH TRANSIT ACCESS, CONNECTIVITY TO THE BLUE RIVER RECREATION PATH TO THE EAST, AND NEIGHBORHOOD SIDEWALK CONNECTIONS TO BOTH THE NEIGHBORHOOD TO THE NORTH AND THE UPPER BLUE ELEMENTARY SCHOOL TO THE SOUTH. THIS IS A CONCEPTUAL PLAN. MASTER PLAN IS INTENDED TO CONVEY GENERAL SITE LAYOUT, STANDARDS, AND DESIGN INTENT. DETAILS ARE SUBJECT TO CHANGE DURING SUBSEQUENT REVIEW PROCESSES. ONLY STREET AND PEDESTRIAN FACILITIES IN THE RIGHT-OF-WAY (ROW) WILL BE MAINTAINED BY THE TOWN OF BRECKENRIDGE. ALL OTHER ALLEYS, TRAILS, AND OPEN SPACE WILL BE MAINTAINED BY THE DEVELOPMENT HOA. DEVELOPMENT REVIEW FOR ALL INDIVIDUAL SINGLE-FAMILY, COTTAGE, DUPLEX, AND TOWNHOME UNITS WILL BE COMPLETED AS CLASS D MAJOR DEVELOPMENT PERMITS. SUBDIVISION OF LOTS FOR CONVEYANCE TO PRIVATE OWNERSHIP MAY BE PROCESSED AS FOOTPRINT LOTS UNDER THE CLASS C SUBDIVISION PROCESS AS OUTLINED IN TITLE 9, CHAPTER 2 OF THE TOWN CODE.

PLANNING AREA	APPROXIMATE ACREAGE	PROPOSED WORKFORCE HOUSING RESIDENTIAL UNITS	ALLOWED DENSITY	ZONING	PERMITTED USES
PA-A	23.82 AC	148 (+44 optional ADUs)	20 UPA	LUD 31	WORKFORCE RESIDENTIAL: SINGLE FAMILY, DUPLEX, TOWNHOME, ADU, OPEN SPACE, TRAILS AND RECREATION, COMPOST, TRASH AND RECYCLING ENCLOSURE
PA-B	1.4 AC	0	20 UPA	LUD 31	FUTURE DEVELOPMENT INCLUDING BUT NOT LIMITED TO: WORK FORCE RESIDENTIAL, OPEN SPACE, TRAILS AND RECREATION, PUBLIC WORKS STORAGE, GROUND MOUNTED SOLAR, OTHER GOVERNMENT USES, SNOW STORAGE, PARKING

PLANNING AREA TABLE NOTES:

- ACCESSORY DWELLING UNITS (ADUS) MAY BE ALLOWED FOR ANY SINGLE-FAMILY STRUCTURES, EXCLUDING THE COTTAGES, WITHIN THE RUNWAY NEIGHBORHOOD AND MUST FOLLOW POLICY 51 OF THE TOWN CODE. SEE EXHIBIT A FOR PARKING.

PLANNING AREA	APPROXIMATE ACREAGE	SITE AREA (SQUARE FEET - SF)	TOTAL LOT AND STRUCTURE AREA	PAVED IMPERVIOUS AREA	OPEN SPACE PROVIDED	PERCENT OPEN SPACE
PA-A	23.82 AC	1,037,599 SF	468,589 SF	220,951 SF	348,059 SF	33.5%

OPEN SPACE NOTES:

- OPEN SPACE SHALL BE CALCULATED FOR THE OVERALL PLANNING AREA AND NOT ON AN INDIVIDUAL LOT BASIS.
- NEIGHBORHOOD CENTRAL PARK AMENITIES WILL INCLUDE BOTH ACTIVE AND PASSIVE RECREATION. SUCH AMENITIES MAY INCLUDE: COMMUNITY GATHERING SPACE, PICNIC TABLES, OPEN LAWN AREA, SHADE STRUCTURES, SEATING, LANDSCAPE, FITNESS AND PLAY ELEMENTS, AND SIGNAGE.

2. PA-B: FUTURE DEVELOPMENT, UTILITIES, GOVERNMENTAL USES

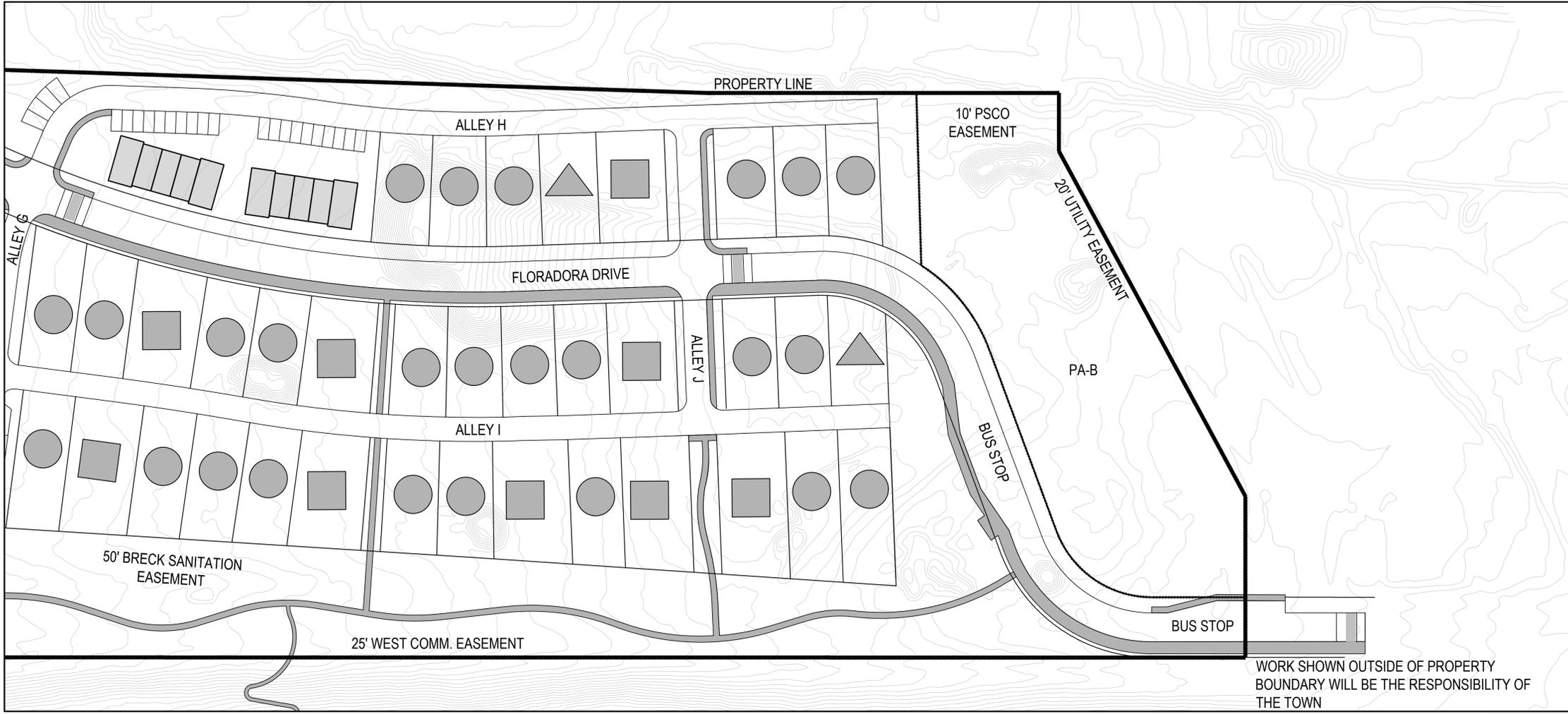
APPROXIMATELY 1.4 ACRES ARE TO REMAIN IN THE CURRENT CONDITION. TOWN OF BRECKENRIDGE PUBLIC WORKS MAY CONTINUE TO UTILIZE PA-B FOR SNOW STORAGE OPERATIONS INDEFINITELY, OR UNTIL A FUTURE DEVELOPMENT PROPOSAL IS APPROVED FOR THIS PLANNING AREA BY THE TOWN. SEE EXHIBIT B FOR SNOW STORAGE.

3. DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS TABLE				
UNIT TYPE	COTTAGE	DUPLEX	TOWNHOME	SINGLE FAMILY UNITS
SETBACKS FOR ALL STRUCTURES				
FRONT	5'	5'	5'	5'
SIDE	7'-6"	7'-6"	7'-6"	7'-6"
REAR	10'	10'	10'	10'
MAXIMUM HEIGHT				
MEASURED PER NOTE 5	35'	35'	35'	35'
MAXIMUM ALLOWED DENSITY (TOTAL SQUARE FOOTAGE OF ABOVE AND BELOW GRADE AREAS WITH GREATER THAN 5' HEAD HEIGHT INCLUDING GARAGE AND MECHANICAL SPACES)				
DENSITY PER UNIT TYPE (SFE)	2,400 SF	2,000 SF	VARIABLES, PER FINAL CONDO PLAT, SEE NOTES	3 BEDROOM: 3,000 SF 4 BEDROOM: 3,200 SF
PARKING REQUIREMENTS				
BEDROOM QUANTITY	2 OR 3 BEDROOM	4 BEDROOM	3 BED + ADU OPTION	4 BED + ADU OPTION
SPACES PROVIDED PER CHAPTER 3 OF THE TOWN CODE, REFERENCE EXHIBIT A	2	3	3	4

DEVELOPMENT STANDARDS TABLE NOTES:

- FRONT PORCHES AND AT GRADE PATIOS FOR TOWNHOMES AND DUPLEXES MUST BE SEPARATED FROM ONE ANOTHER BY A MINIMUM OF THREE (3) FEET OF SEPARATION.
- SINGLE FAMILY AND DUPLEX UNITS ARE ALLOWED TO HAVE ONE EXTERIOR SHED. SIDE SETBACK TO BE 3', AND SHALL MEET ALL OTHER SETBACKS AND ARCHITECTURAL STANDARDS AS PRIMARY STRUCTURES. SHEDS ARE NOT ALLOWED IN FRONT YARD SETBACKS. SHEDS DO NOT COUNT AGAINST THE DENSITY LIMITATIONS AS NOTED IN THE PLANNING AREA TABLE. MAXIMUM SHED SIZE SHALL BE 100 SF.
- ROOF OVERHANGS MAY EXTEND UP TO 24" INTO SETBACK.
- ALLEY LOADED UNITS FRONT A PRIVATE DRIVE AND ARE NOT SUBJECT TO THE 23' SETBACK REQUIRED BY TOWN OF BRECKENRIDGE CODE SECTION 9-2-4-5.
- BUILDING HEIGHT MEASUREMENT SHALL BE TO THE HIGHEST POINT OF A FLAT, SHED, OR MANSARD ROOF OR TO THE MEAN ELEVATION OF A GABLE OR HIP ROOF.
- WHERE FRONT AND SIDE YARDS ABUT, BOTH SETBACKS SHALL BE 7'-6".
- TOWNHOMES SETBACKS WILL BE FROM PA-A BOUNDARY LINE AND WILL MEET POLICY 9/R OF THE CODE, EXCEPT FOR UP TO ONE SETBACK OF 13' WHERE 15' IS REQUIRED.
- TOWNHOMES ARE ALLOWED UP TO A 100 SQUARE FEET ADDITION PER UNIT.



LEGEND

SINGLE FAMILY AND DUPLEX UNITS: 103 TOTAL UNITS*

- 57' LOT WIDTH (21 LOTS/42 UNITS)
- 44' LOT WIDTH (44 LOTS/UNITS*)
- 48' LOT WIDTH (17 LOTS/UNITS)

TOWNHOME UNITS: 45 TOTAL UNITS

- 4-PLEX TOWNHOME
- 5-PLEX TOWNHOME
- 6-PLEX TOWNHOME

*NOTE: OPTIONAL ADU UNITS ADD A MAXIMUM OF 44 ADDITIONAL UNITS TO THIS LOT TYPE

KEY MAP

SCALE: 1" = 400'

MINIMUM LOT SIZE BY UNIT TYPE

SINGLE FAMILY COTTAGE	DUPLEX	SINGLE FAMILY 4 BED	SINGLE FAMILY 3 BED
73' x 48'	79' x 57'	92' x 44'	92' x 44'

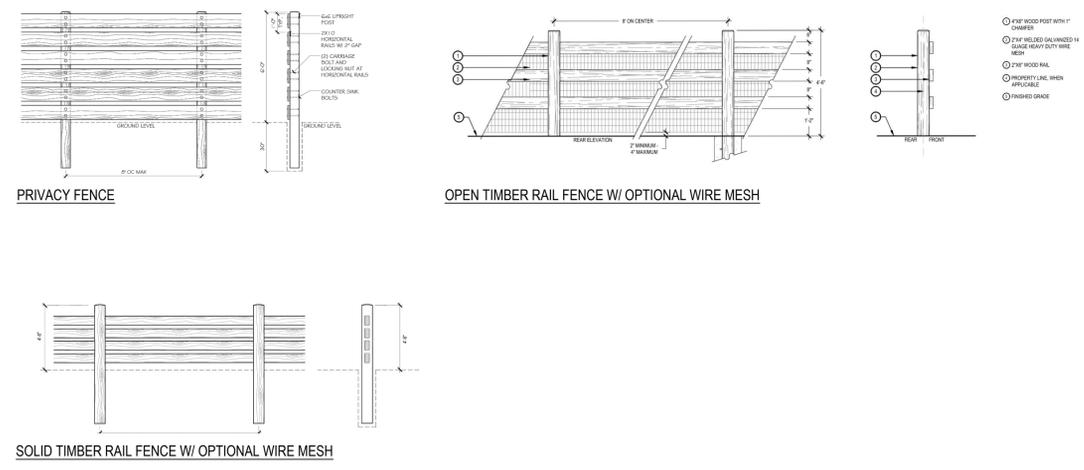
WORK SHOWN OUTSIDE OF PROPERTY BOUNDARY WILL BE THE RESPONSIBILITY OF THE TOWN

4. ARCHITECTURAL DESIGN STANDARDS

THE ARCHITECTURAL DESIGN WILL FACILITATE THE GOALS OF CREATING WORK FORCE HOUSING AND A NET ZERO NEIGHBORHOOD. DESIGN CHOICES, SUCH AS THE ORIENTATION OF SOLAR PANELS AND SELECTION OF MATERIALS, WILL PRIORITIZE SUSTAINABILITY AND FIRE RESILIENCE. TO THAT END, 100% NON-NATURAL MATERIALS MAY BE USED AS LONG AS THEY ARE NATURAL-APPEARING AND MEET THE MATERIAL AND DESIGN CONSIDERATIONS OF THIS SECTION. PRIMARY VEHICULAR ACCESS FOR THE HOMES WILL BE TAKEN FROM ALLEYWAYS WITH FRONT PORCHES TO LINE THE STREETS AND PARK SPACES THROUGHOUT THE NEIGHBORHOOD. WHERE IT DOES NOT CONFLICT WITH OTHER STANDARDS OR DESIGN CONSIDERATIONS, STRUCTURES WITHIN THE SAME GROUP OR AREA SHALL BE ORIENTED SO THAT THERE IS CONSISTENT FRONT SETBACK ALIGNMENT WITH THE OPEN SPACE, ALLEYWAY, OR RIGHT-OF-WAY RATHER THAN STAGGERED SETBACK DEPTHS.

6. FENCING

TWO TYPES OF FENCING SHALL BE PERMITTED IN THE COMMUNITY, PRIVACY FENCING AND TIMBER RAIL FENCING, EACH DESIGNED TO THE SPECIFICATIONS OF THE MASTER PLAN. PRIVACY FENCING WILL ONLY BE PERMITTED WITHIN PA-B FOR SCREENING OF PUBLIC WORKS USES OR SNOW STORAGE. TIMBER RAIL FENCING MAY OCCUR ON THE LOT LINE, BUT WILL NOT BE DOUBLED AGAINST AN ADJACENT FENCE. TIMBER RAIL FENCING MUST BEGIN IN THE SIDE OR REAR YARD. IF FENCING OCCURS ON SIDE YARD ALONG AN ADJACENT ALLEY OR STREET, START OF FENCE MUST BE SET BACK 2' FROM THE FRONT STREET OR ALLEY FACE OF BUILDING. FOR TIMBER RAIL FENCING, NATURAL WOOD OR COMPOSITE/NON-NATURAL WOOD-LOOK MATERIALS ARE ALLOWED FOR ALL FENCE POSTS AND RAILS AS LONG AS THE DESIGN STANDARD IS MET. SOLID TIMBER RAIL FENCING ONLY PERMITTED WHEN YARDS ABUT OPEN SPACE.



THE RECORDING OF THIS MYLAR SATISFIES THE REQUIREMENT OF PARAGRAPH (N) OF POLICY 39 (ABSOLUTE) OF SECTION 9-1-19 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE RECORDING OF A NOTICE OF THE APPROVAL OF A MASTER PLAN.

MASTER PLAN CERTIFICATE

A MASTER PLAN IS GOVERNED BY AND IS SUBJECT TO POLICY 39 (ABSOLUTE) OF THE BRECKENRIDGE DEVELOPMENT CODE, CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, AS AMENDED FROM TIME TO TIME. ALTHOUGH A MASTER PLAN IS A SITE SPECIFIC PLAN AS THAT TERM IS DEFINED BY LAW, A MASTER PLAN IS ONLY A GENERAL, CONCEPTUAL PLAN FOR THE FUTURE DEVELOPMENT OF THE SUBJECT PROPERTY. THE APPROVAL OF A MASTER PLAN IS NOT THE TOWN'S FINAL APPROVAL FOR THE DEVELOPMENT OF THE SUBJECT PROPERTY. APPROVAL TO ACTUALLY DEVELOP THE SUBJECT PROPERTY REQUIRES ONE OR MORE FURTHER SITE SPECIFIC APPROVALS FROM THE TOWN IN THE FORM OF ADDITIONAL DEVELOPMENT PERMIT(S) ISSUED PURSUANT TO THE TOWN'S DEVELOPMENT CODE, AS WELL AS THE ISSUANCE OF ANY REQUIRED PERMITS UNDER THE TOWN'S BUILDING AND TECHNICAL CODES.

THE PROVISIONS OF THIS MASTER PLAN ARE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS OF ALL OR ANY PORTION OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS DOCUMENT IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF THE TOWN OF BRECKENRIDGE DEVELOPMENT CODE.

INTERESTED PARTIES SHOULD CHECK WITH THE TOWN OF BRECKENRIDGE DEPARTMENT OF COMMUNITY DEVELOPMENT TO DETERMINE THE DURATION OF THE VESTED PROPERTY RIGHTS FOR THE APPROVED MASTER PLAN, AS WELL AS THE DURATION OF THE APPROVED MASTER PLAN.

THE MASTER PLAN MAY BE AMENDED, ABANDONED, OR WITHDRAWN ONLY IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE TOWN OF BRECKENRIDGE DEVELOPMENT CODE.

APPROVAL OF THIS MASTER PLAN IS NO ASSURANCE THAT THE SUBJECT PROPERTY WILL ULTIMATELY BE DEVELOPED IN THE MANNER DESCRIBED IN THE APPROVED MASTER PLAN. INTERESTED PERSONS SHOULD OBTAIN AND REVIEW COPIES OF ALL FUTURE SITE SPECIFIC DEVELOPMENT PERMITS, SUBDIVISION PLATS, OTHER TOWN-ISSUED LAND USE APPROVALS, AND APPLICABLE TITLE INFORMATION FOR THE SUBJECT PROPERTY BEFORE DECIDING TO PURCHASE OR INVEST IN ANY OF THE REAL PROPERTY THAT IS SUBJECT TO THIS MASTER PLAN.

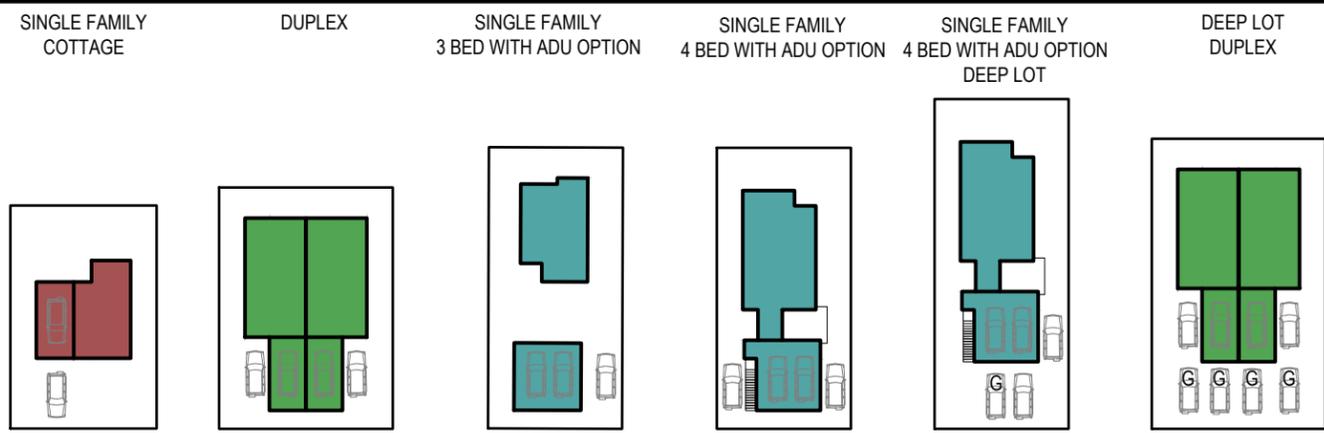
OWNER:

TOWN OF BRECKENRIDGE DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____ BY: _____

DATE: _____ DATE: _____

TYPICAL LOT PARKING

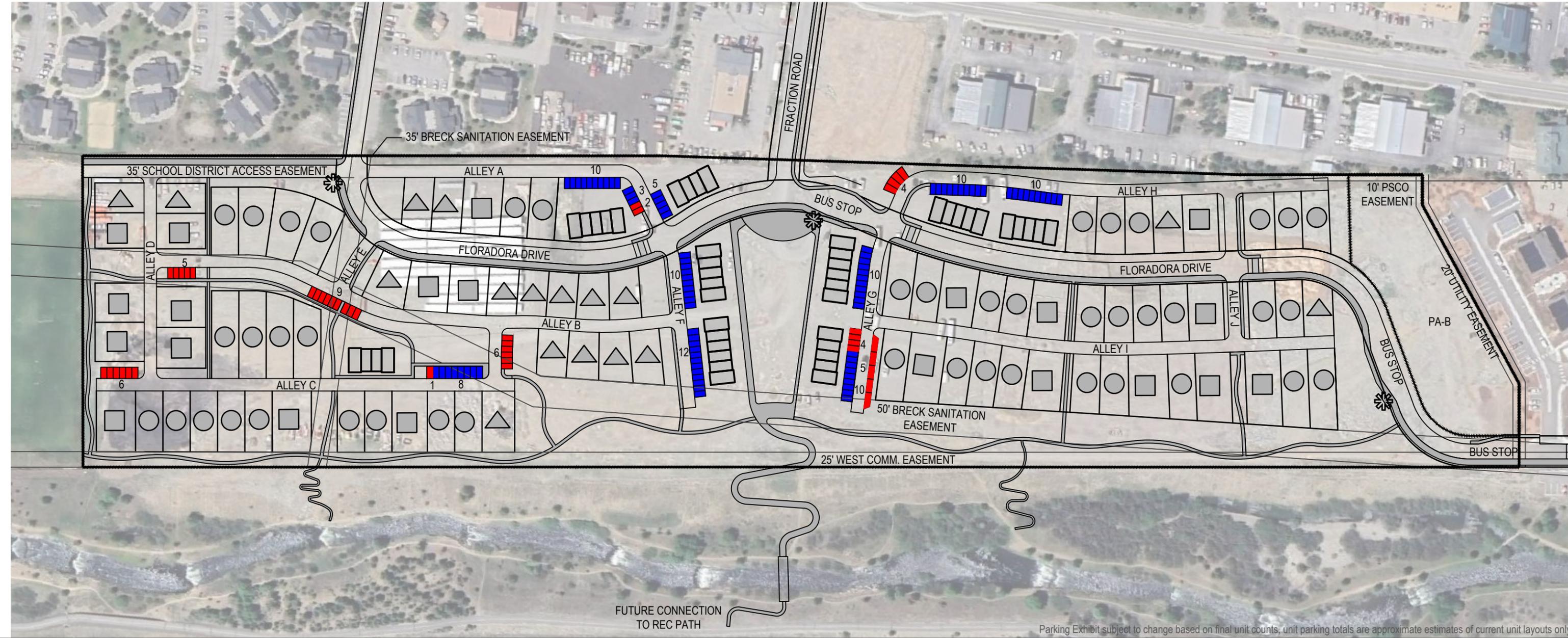


NOTE: CAR MARKED WITH 'G' IS A GUEST SPACE, 24 OR THE 32 TANDEM GUEST PARKING SPACES ARE ON LOTS ALONG ALLEY I.

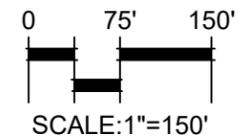
PROPOSED POSSIBLE E-BIKE LOCATIONS, AT LEAST (2) WITHIN THE RUNWAY NEIGHBORHOOD

PARKING TABLE

UNIT TYPE	GARAGE SPACE	SURFACE SPACE	TOTAL PARKING / UNIT	UNIT COUNT	APPROX. TOTAL PARKING
SINGLE FAMILY - COTTAGE (3 BEDROOM - NO ADU)	1	1	2	17	34
SINGLE FAMILY - 3 BEDROOM W/ ADU OPTION	2	1 (ADU)	3	22	66
SINGLE FAMILY - 4 BEDROOM W/ ADU OPTION	2	2 (1 ADU)	4	22	88
DUPLEX	1	1	2	42	84
2-STORY TOWNHOMES (SURFACE - BLUE)		2	2	45	90
UNIT TANDEM GUEST PARKING		44			44
GUEST PARKING (RED)		42			42
OVERALL SITE PARKING			3.03	148	448

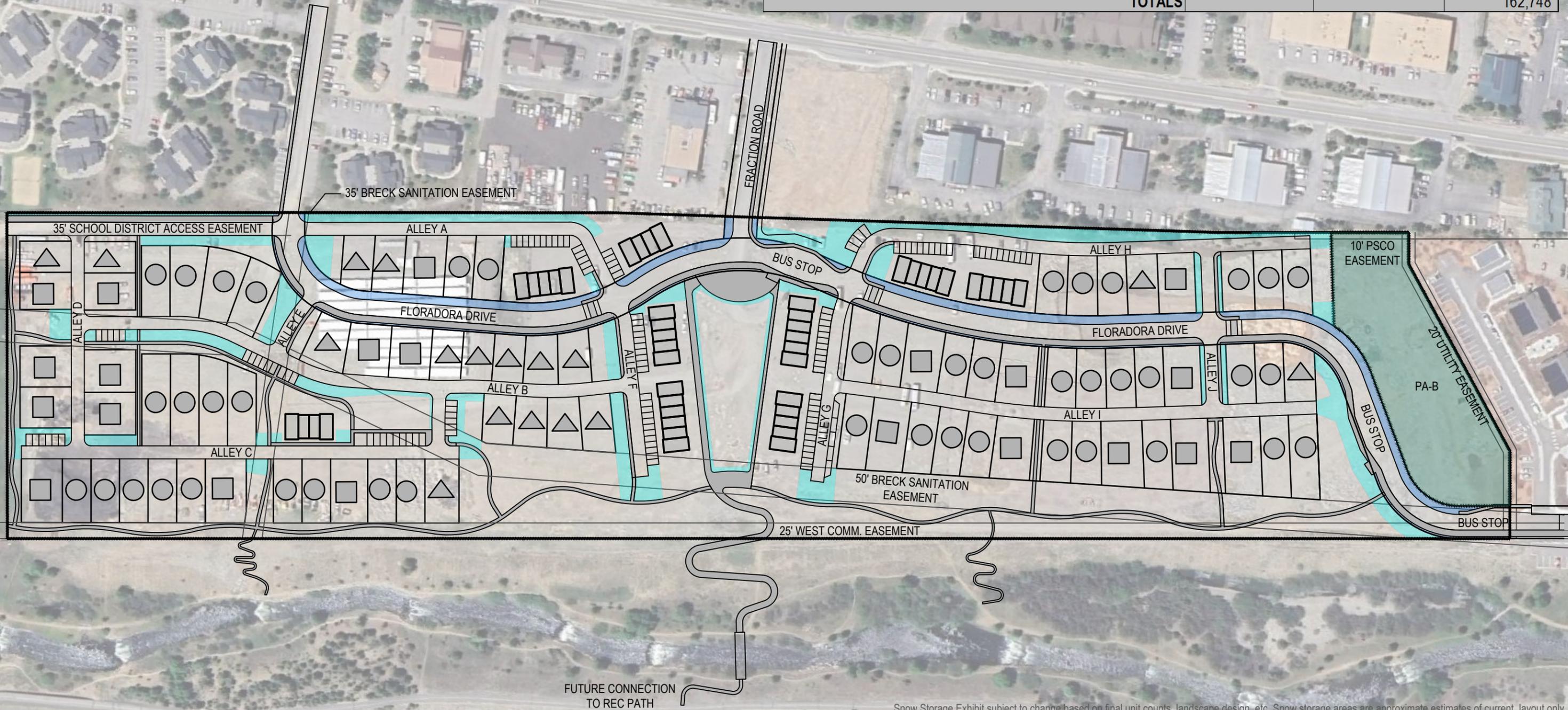


Parking Exhibit subject to change based on final unit counts, unit parking totals are approximate estimates of current unit layouts only.

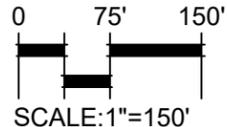


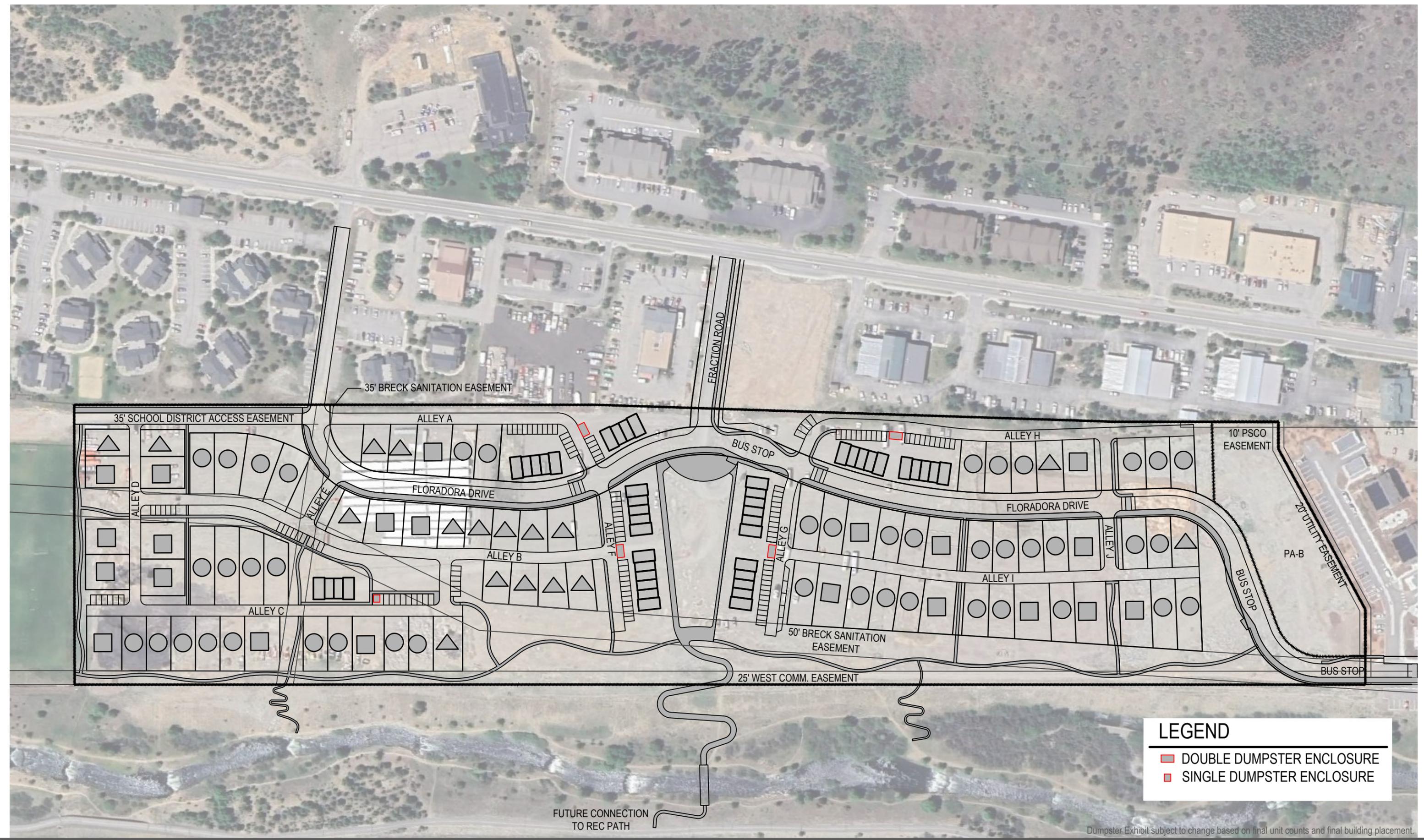
SNOW STORAGE TABLE

SNOW STORAGE DESCRIPTION (25% OF PAVING AREA: DRIVEWAY AND WALKS)	TOTAL CONSTRUCTION PAVING AREA (SF)	TOTAL SNOW STORAGE REQUIRED (SF)	TOTAL SNOW STORAGE PROVIDED (SF)
FLORADORA - ROW █	96,440	24,110.00	25,051.00
ALLEYS AND NEIGHBORHOOD WALKS █	125,346	31,336.50	76,341.00
SUBTOTALS		55,446.50	101,392.00
PUBLIC WORKS SNOW STORAGE (PA-B) █			61,356.00
TOTALS			162,748



Snow Storage Exhibit subject to change based on final unit counts, landscape design, etc. Snow storage areas are approximate estimates of current layout only.





LEGEND

- ▭ DOUBLE DUMPSTER ENCLOSURE
- ◻ SINGLE DUMPSTER ENCLOSURE

Dumpster Exhibit subject to change based on final unit counts and final building placement.

EX-C

RUNWAY NEIGHBORHOOD | EXHIBIT C - CONCEPTUAL DUMPSTER PLAN
04/09/2025





TOWN OF BRECKENRIDGE
TOWN COUNCIL

Only 2 Council Members at each meeting, a third just means it needs to be posted.

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.

Date	Meeting	Location	Time
------	---------	----------	------

May 2025

Tuesday, May 13th, 2025	First Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
May 19th, 2025	Coffee Talk with the Mayor and RWB	Cool River	8:30am - 10:00am
May 21st, 2025	Summit County High School Graduates Parade	Main Street	5:00pm
May 27th, 2025	Town Council Spring Retreat	Council Chambers	Noon
Tuesday, May 27th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
May 29th, 2025	CML Spring District Meeting	Keystone Town Hall	5:00pm - 8:00pm
May 31st, 2025	Town Clean Up	Riverwalk Center	8:00am - 2:00pm

June 2025

June 3rd, 2025	Energy Code Public Meeting	South Branch Library	2:30pm - 4:00pm
June 6th, 2025	Town Party & Volunteer Fair	Riverwalk Lawn	4:00pm - 8:00pm
June 9th - 15th, 2025	Breck PRIDE	Throughout Town	All Day
Tuesday, June 10th, 2025	First Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
June 12th, 2025	RAM Legacy in Action Day	Throughout Town	All Day
June 14th, 2025	Breck PRIDE Community Party	Riverwalk Lawn	Noon - 5:00pm
June 19th, 2025	Breckenridge Farmers Market	Exchange Lot	4:00pm - 7:00pm
June 23rd, 2025	Energy Code Public Meeting	South Branch Library	12:30pm - 2:00pm
Tuesday, June 24th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
June 24th - 26th	CML Annual Conference	Beaver Run	All Day
May 31st, 2025	Town Clean Up	Riverwalk Center	8:00am - 2:00pm

Other Meetings

May 13th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
May 14th, 2025	Breckenridge History	Town Hall	Noon
May 19th, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
May 20th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
May 21st, 2025	Social Equity Advisory Commission	Town Hall	5:30pm
May 22nd, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	NWCCOG Board Meeting	Silverthorne Office	10:00am
	RW&B Board Meeting	Main Street Station	3:00pm
	Breck Create	South Branch Library	3:30pm
May 27th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
June 3rd, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm



TOWN OF BRECKENRIDGE
TOWN COUNCIL

Only 2 Council Members at each meeting, a third just means it needs to be posted.

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.

Date	Meeting	Location	Time
June 4th, 2025	Breckenridge Events Committee	Town Hall	9:00am
June 10th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
June 12th, 2025	Upper Blue Sanitation District	Administrative Office	5:30pm
June 16th, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
June 17th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
June 18th, 2025	QQ - Quality and Quantity - Water District	Hybrid	10:00am
	Social Equity Advisory Commission	Town Hall	5:30pm
June 24th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
June 26th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm
July 1st, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
July 2nd, 2025	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
July 9th, 2025	Breckenridge History	Town Hall	Noon
July 10th, 2025	Upper Blue Sanitation District	Administrative Office	5:30pm
	I-70 Coalition	Keystone Policy Center	1:00pm
TBD	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am