TOWN OF
BRECKENRIDGE

Town Council Work Session
Tuesday, July 8, 2025, 4:30 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. CIRSA SAFETY CHAMPION AWARD PRESENTATION (4:30- 4:40PM)

CIRSA SAFETY CHAMPION AWARD

II. PLANNING COMMISSION DECISIONS

PLANNING COMMISSION DECISIONS

III. LEGISLATIVE REVIEW (4:40-4:50PM)

ORDINANCE APPROVING AMENDED AND RESTATED ALLO AGREEMENT (SECOND READING)

ORDINANCE APPROVING COMCAST FRANCHISE AGREEMENT (SECOND READING)

IV. MANAGERS REPORT (4:50-5:10PM)

MANAGER'S UPDATE

PUBLIC PROJECTS UPDATE

MOBILITY UPDATE

SUSTAINABILITY UPDATE

HOUSING UPDATE

OPEN SPACE UPDATE

COMMITTEE REPORTS

V. OTHER (5:10-5:35PM)

LEGISLATIVE UPDATES

VI. PLANNING MATTERS (5:35-6:10PM)

BRECKENRIDGE MONTESSORI SCHOOL BUILDING UPDATE

BGV PARCEL 3 SITE PLAN MODIFICATION DE NOVO HEARING (PROCEDURAL QUESTIONS ONLY)

Memo

To: Town Council
From: Dannie York, Liability and Administrative Coordinator
Date: July 8th, 2025
Subject: CIRSA Safety Champion Award Presentation

Town Council Goals (Check all that apply)

- ☐ More Boots & Bikes, Less Cars
- ☐ Deliver a Balanced Year-Round Economy
- ☒ Organizational Need
- ☐ Leading Environmental Stewardship
- ☐ Hometown Feel & Authentic Character

Summary
The Town of Breckenridge has been awarded the 2024 Safety Champion Award by CIRSA for the innovative safety Program **GOAL**, an acronym for **Get Out And Look**. Special recognition goes to Scott Jackman, Streets and Parks Manager, and Steve Woodcock, Fleet Operator, for their leadership and innovation in safety. The entire Safety Committee is also recognized for outstanding implementation and ongoing management of an innovative safety program.

Background
The GOAL safety program began in summer 2024 after Steve Woodcock observed a high number of town vehicle backing accidents. Drawing from a successful program at a previous employer, he introduced the GOAL concept during a morning meeting. Scott Jackman championed the idea, gaining support from leadership and partnering with the Safety Committee to develop and roll it out across departments.

The Fall 2024 launch featured an all-staff email, intranet post, kickoff event, safety tip flyers, keychains, vehicle decals, and VMS boards at PW and PD entrances. A cone course, developed with Breck PD trainers, gave employees hands-on experience with safe backing practices.

To sustain momentum, a yearly backing course and new training videos are in development to reinforce GOAL principles and safe driving behaviors.

Public outreach/engagement
This is an internal safety initiative; public outreach was not conducted.

Financial Implications
A strong safety culture helps the Town of Breckenridge reduce injuries, lower costs related to claims and premiums, minimize liability risks, and avoid costly disruptions to operations protecting both our employees and financial resources.

Equity Lens
The GOAL safety initiative was designed to be inclusive and accessible to all employees, regardless of role, department, or background. Efforts were made to ensure materials, training opportunities, and engagement

events were available to staff across all locations and shifts. The program reinforces a culture where every employee's safety is valued equally.

Staff Recommendation
Statement to be read for the acknowledgement of this award:

"The Town of Breckenridge has been awarded the 2024 Safety Champion Award by CIRSA for the innovative safety program GOAL, an acronym for Get Out And Look. Special recognition goes to Scott Jackman, Streets and Parks Manager, and Steve Woodcock, Fleet Operator, for their leadership and innovation. The entire Safety Committee is also recognized for outstanding implementation and ongoing management of an innovative safety program. We would like to recognize the attending members today and congratulate all employees on a strong safety culture."

Memo

To:	Breckenridge Town Council Members
From:	Mark Truckey, Director of Community Development
Date:	July 2, 2025
Subject:	Planning Commission Decisions

The July 1 Planning Commission Meeting was cancelled, so there are no decisions for review. The next regular Planning Commission Meeting is scheduled for July 15, 2025.

Memo

TOWN OF BRECKENRIDGE

To: Town Council
From: Chris Luberto, Director of IT
Date: 06/30/2025 (for 07/8/2025)
Subject: Ordinance Approving Amended and Restated Allo Agreement (Second Reading)

Town Council Goals (Check all that apply)

- ☐ More Boots & Bikes, Less Cars
- ☒ Deliver a Balanced Year-Round Economy
- ☒ Organizational Need
- ☐ Leading Environmental Stewardship
- ☐ Hometown Feel & Authentic Character

Summary
Staff recommends that the Town Council approve the attached Amended and Restated Fiber Lease and Network Operation Agreement between the Town of Breckenridge and Allo Communications. This is the second reading of the agreement. No changes have been made since the Council reviewed and approved the first reading on June 24, 2025. This agreement replaces the original 2019 lease and reflects the findings of the Breckenridge Broadband Fiber Strategic Plan, which identified both performance and financial challenges in the original structure. The renegotiated terms aim to realign incentives and advance the Town's broadband goals. Key improvements include:

- **Revenue Sharing**: The Town's share of qualifying revenue increases from 25% to 50%. Additionally, the Town will now receive 70% of dark fiber revenue.
- **Dark Fiber Leasing Control**: All dark fiber lease agreements must receive Town approval and be mutually agreed upon.
- **Term and Renewal**: The contract retains a 10-year term but removes the automatic renewal clause. A single 10-year renewal is available only upon mutual agreement and performance benchmarks.
- **Termination Clause**: In the event of contract termination or non-renewal, the agreement mandates an 18-month wind-down period with clear milestones, asset transfer terms, and ongoing service obligations to ensure continuity.
- **Free Community Services**: As part of Allo's community partnership obligations, Allo will provide free internet service to three nonprofit organizations located within Town limits and one year of service for the Vista Verde 2 workforce housing project.
- **Improved Reporting**: The agreement includes enhanced quarterly reporting requirements, giving the Town greater visibility into network performance, customer adoption, and service categories. This data will inform future construction, expansion, and investment decisions.

Background
In 2018, the Town of Breckenridge initiated the Fiber9600 project to build a high-speed, affordable broadband network for residents, businesses, and visitors. A recent strategic assessment of this project found that the original 2019 lease agreement with Allo lacked sufficient mechanisms to incentivize network growth or enforce performance standards. The Amended and Restated Fiber Lease Agreement

addresses these issues by increasing the Town's revenue share and improving operational flexibility. This strategic reset allows the Town to better manage its broadband future and preserve the long-term value of the Fiber9600 network.

Public outreach/engagement
Public input was not specifically sought during the negotiation of the amended lease agreement. The updated terms were informed primarily by internal staff analysis, legal review, and strategic planning outcomes, particularly from the Broadband Fiber Strategic Plan process.

Financial Implications
The amended agreement is expected to have a positive financial impact on the Town, both in the current fiscal year and over the long term. By increasing the Town's share of qualifying revenue from 25% to 50%, and securing a 70% share of dark fiber revenue, the new structure provides a stronger return on the Town's infrastructure investment. Additionally, the removal of the automatic renewal clause and the inclusion of clearly defined termination and wind-down provisions help mitigate future financial risk and provide the Town with more control over its broadband assets. These adjustments enhance the sustainability of the Fiber9600 network and better position the Town to make responsible financial and operational decisions moving forward.

Equity Lens
The amended agreement supports digital equity by requiring Allo to provide free internet service to three (3) nonprofit organizations with physical locations within the Town of Breckenridge. Additionally, Allo will offer low-cost internet options to income-qualified households, under eligibility criteria to be mutually determined with the Town. These provisions help ensure the Fiber9600 network remains inclusive, accessible, and equitable for all members of the Breckenridge community.

Staff Recommendation
Staff recommends approval of the attached Amended and Restated Lease and Network Operation Agreement with Allo Communications. This agreement enhances the sustainability and performance of the Fiber9600 project, increases transparency and financial return to the Town, and positions Breckenridge to make informed, strategic decisions about the long-term operation and public benefit of its broadband infrastructure.

ORDINANCE NO. 10

Series 2025

AN ORDINANCE APPROVING AN AMENDED AND RESTATED FIBER LEASE AND NETWORK OPERATIONS AGREEMENT

WHEREAS, the Town and Allo Communications, LLC d/b/a Allo Asset Entity 1, LLC ("Allo"), previously entered into a Fiber Lease and Network Operations Agreement ("Original Agreement"); and

WHEREAS, the Original Agreement provided for a public-private partnership between Allo and Town to create and operate a fiber network ("Network") for the Town; and

WHEREAS, such Network has been created, leased to Allo, and operated by Allo pursuant to the Original Agreement; and

WHEREAS, the Town and Allo wish to amend and restate the Original Agreement to better capture certain aspects of the leasing, operation, and deployment of the Network, including an improved revenue sharing provision, clarifications on the term of the Agreement, additional definitions, better reporting and performance metrics, and other changes to accomplish the same; and

WHEREAS, the Amended and Restated Lease and Network Operation Agreement has a term of longer than one year; and

WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that leases of Town real property longer than one year must be approved and authorized by ordinance.

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

Section 1. Town Council hereby approves the Amended and Restated Lease and Network Operations Agreement between the Town of Breckenridge and Allo, a copy of which is attached hereto as **Exhibit A**.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 24th day of June, 2025. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Kelly Owens, Mayor

ATTEST:

_____
Mae Watson, Town Clerk

AMENDED AND RESTATED LEASE AND NETWORK OPERATION AGREEMENT

THIS AMENDED AND RESTATED LEASE AND NETWORK OPERATION AGREEMENT is entered into on_____ between the Town of Breckenridge, located at 150 Ski Hill Road, Breckenridge, CO 80424 (hereinafter called "Town" or "Lessor") and Allo Asset Entity 1, LLC, located at 330 South 21st Street Lincoln, Nebraska 68510 (hereinafter called "Allo" or "Lessee"). Allo and Town individually referred to as a "Party" or collectively as the "Parties".

RECITALS

1. To provide better municipal services to Town residents and businesses, and to facilitate economic benefit throughout the Town, the Town desires to deploy a new fiber-to-the-premises network throughout the Breckenridge area.

2. The Town desires to structure the Breckenridge Fiber Network ("BFN") in a manner that effectively enables the provision of gigabit broadband Internet access services and capabilities as described herein.

3. The Town has conducted a public selection process to identify and enter into an agreement with a qualified private-sector entity to activate and operate the BFN on a nondiscriminatory basis and to offer the Services to Town residents and businesses.

4. The Town has identified and selected Allo as the best candidate to provide such Services, and to that end the Town has negotiated this Agreement with Allo.

5. To effect the purposes set forth above, the Town desires to lease to Allo certain BFN assets, including dark fiber and access to associated outside plant equipment.

6. Allo desires to accept such lease, to activate and operate the BFN on a nondiscriminatory basis, and to provide the Services to Town residents and businesses, as further set forth in, and subject to the provisions of, this Agreement.

7. To accomplish the above, on May 21st, 2019, the Town and Allo entered into a Lease and Network Operation Agreement ("Original Agreement.")

8. The Town and Allo desire to make certain changes to the Original Agreement and wish to amend and restate the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Table of Exhibits Made Part of This Agreement**

a. Exhibit A: Plans
b. Exhibit B: Listed Assets
c. Exhibit C: Service Level Agreements
d. Exhibit D: Maintenance of Assets
e. Exhibit E: Right of First Offer
f. Exhibit F: Reporting
g. Exhibit G: Wind-Down Provisions

2. **Definitions**

a. **"Dark Fiber Service"** means the provision of access to unlit (non-energized) fiber strands on the BFN by Allo to a third party, whether by lease, license, or other similar arrangement.

b. **"Dark Fiber Revenue"** means revenue, as determined in accordance with generally accepted accounting principles, received by Allo from providing Dark Fiber Services on the BFN to a third party for any purpose. "Dark Fiber Revenue" shall not include (A) any taxes, fees, or assessments collected by Allo from third parties for any pass-through to a government agency, including without limitation the FCC user fee, Franchise Fee, or any sales or utility taxes; (B) uncovered bad debt; (C) credits, refunds, and deposits paid to third parties; (D) connection fees; (E) "over the top" services; (F) late fees; (G) installation and reconnection fees; (H) upgrade and downgrade fees; or (I) any revenues arising from the provision of active services, including but not limited to voice services, internet access, network management, service provisioning, and operational support, unless explicitly stated in the applicable agreement with a third-party Dark Fiber Service customer.

c. "Affiliate" means, with respect to any specified Person, any other Person controlling or controlled by or under common control with the specified Person. For the purposes of this definition, "control" means the power to direct management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

d. "Agreement" means this Fiber Lease and Network Operation Agreement, any and all Exhibits and Attachments, and any Addenda or written amendments to which the Parties may agree from time to time.

e. "Assets" means the BFN including any dark fiber strands and Outside Plant associated with the BFN and leased to Allo under this Agreement, as specified in Exhibit A.

f. "Authorizations" means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of

way or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

g. "Breckenridge Fiber Network" / "BFN" means the fiber-to-the-premises network owned and installed by the Town of Breckenridge as contemplated herein and reflected in Exhibit A, including, but not limited to Dark Fiber, conduit, strands, pedestals, terminals, equipment owned by the Town, attachment points, backbone extensions, private property access, building entrances, and any other property interest including any fee, easement, or any franchise rights directly related to or attached to the infrastructure identified in Exhibit A. The BFN will not include the entirety of the Dark Fiber, some of which will be kept by the Town for its own non-commercial use, i.e., uses that do not compete with the services Allo offers for which it generates Qualifying Revenue as defined herein. BFN excludes any CPE and any equipment owned by Allo or equipment installed by Allo, any conduit owned by the Town which is not utilized for fiber by Allo. The BFN includes Drops owned by the Town, but does not include Drops owned Allo. The BFN may extend into expanded service areas that are constructed after the initial build of the BFN as contemplated by Exhibit A upon mutual agreement of the Parties.

h. "Commercially Reasonable" means efforts that are reasonable and in good faith given the circumstances, however, such efforts do not require all or every possible effort to be made.

i. "Customer Premises Equipment" ("CPE") means terminal and associated equipment and inside wiring located at a Premises that is necessary for the receipt of Services, and which is owned and installed by Allo.

j. "Dark Fiber" means fiber optic cable strands without electronic and optronic equipment which has not completed Light Testing or has not been activated.

k. "Drop" means the fiber cables and network interface unit connecting a given Premises to the BFN.

l. "Effective Date" means the date upon which this Agreement has been executed by the Parties.

m. "FTTP" means fiber to the premises.

n. "Government Authorization Fees" means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any

kind relating to a Party's execution of its obligations under this Agreement.

o. "Intra-Town Transport Services" all point-to-point BFN data transport services in which all points terminate within BFN.

p. "Initial Term" has the meaning set forth in 4.a.

q. "Internet Services" means the provision of high-speed internet access service provided by the Allo for hire, sale, or resale to the general public.

r. "Lease" has the meaning set forth in Section 3.a.

s. "Light Testing" means the process by which Allo ensures that activated fiber is ready for use.

t. "Municipal Purposes" means Town use of the BFN to support governmental entities and services, which excludes any commercial use of the BFN by Town that directly competes with Allo's uses of the BFN.

u. "Network Operator" means Allo's role in (i) configuring and activating a community fiber network utilizing the BFN, and (ii) providing data / IP transport services to unrelated Service Providers on a nondiscriminatory basis, as further articulated in Section 8.

v. "Optical Network Terminal" / "ONT" means a CPE device that performs interface functions, such as code conversion, protocol conversion, and buffering, required for communications to and from an optical fiber network.

w. "Outside Plant" means equipment and structures owned by the Town that is used to house or support BFN fiber optic cable, to which Allo is granted an exclusive right to use under this Agreement.

x. "Person" means an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, a government or any government department or government agency or any other entity.

y. "Premises" means a residence, commercial building, multi-dwelling unit or buildable lot that can be feasibly and reasonably served from the BFN.

z. "Prorated Lease Payments" has the meaning set forth in Section 3.b.i.

aa. "Qualifying Revenue" means revenue, as determined in accordance with generally accepted accounting principles, received by the Allo from providing the following

services: (i) Internet Services; (ii) Intra-Town Transport Services and Voice Services. "Qualifying Revenue" shall not include (A) any taxes, fees or assessments collected by the Allo from Subscribers for any pass-through to a government agency, including, without limitation, the FCC user fee, Franchise Fee, or any sales or utility taxes, provided, however that fees for multi-channel video services shall be addressed in a separate cable franchise between the parties; (B) unrecovered bad debt; (C) credits, refunds and deposits paid to Subscribers, (D) any fees derived from Allo's activities outside of its role as Network Operator or Service Provider; connection fees; (E) "over the top" services (F) late fees; (G) installation and reconnection fees; (H) upgrade and downgrade fees.

bb. **"**Renewal Term" has the meaning set forth in Section 4.

cc. "Route" means the physical path traversed by the BFN, as set forth in applicable maps and related documents that are made a part of this Agreement.

dd. "Service" means any retail or wholesale communications service offered and provided using the BFN and the Assets, whether by Allo or another Service Provider, including but not limited to broadband Internet access service, Voice Service, and Video Service.

ee. "Service Provider" means, in addition to Allo, a provider of retail Services, to which Allo provides data transport services using Assets.

ff. "Subscriber" means a business, governmental or residential customer of retail or wholesale Services provided by a Service Provider or provided by Allo.

gg. "Term" means the Initial Term and any Renewal Terms, as provided in Section 4 of this Agreement.

hh. "Video Service" means a wireline multichannel video programming delivery service, as such term is defined under federal law and interpreted by the Federal Communications Commission, or its substantial equivalent.

ii. "Voice Service" means interconnected service, as such term is interpreted by the Federal Communications Commission, or its substantial equivalent.

3. **Lease; Lease Payments**.

a. Grant of Lease. Upon the Effective Date, the Town grants to Allo for the Term the exclusive right to use the BFN and the Assets for the purposes described in this Agreement, as it may be amended from time to time, for the purposes set forth in this Agreement ("Lease"). It is the intent of the Parties for this Agreement to be a conveyance of a leasehold interest in the BFN property from Town to Allo for the

duration of the Term.

i. **Allo's Use**. Allo shall have the exclusive right to use the BFN to operate a fiber network capable of providing the Services in any manner that complies with applicable law.

ii. **Title**. Legal title in the Assets and the BFN is, and shall be held by the Town and, except as otherwise stated herein, nothing in this Agreement shall convey any legal title to real or personal property, nor shall it create any security interest for Allo or any other person's benefit.

iii. **Sale or Transfer of Assets**. In the event the Town sells, assigns, otherwise transfers title in the Assets prior to the expiration of the Term, Allo's right to use the Assets during the Term shall not be affected, and any such transfer, assignment, or sale shall explicitly be made subject to and conditioned upon the continuation of the Lease (including Allo payment obligations under this Lease) and the assignment of the Lease to the transferee or successor in interest.

iv. **Town Sale - Allo Right of First Offer**. The Town grants to Allo a Right of First Offer with respect to the BFN as set forth on Exhibit E.

b. Lease Payment; Reporting.

i. **Lease Payment**. Allo shall pay the Town an amount equal to fifty percent (50%) of Qualifying Revenue per month ("Lease Payment"). Allo shall pay the Town an amount equal to seventy percent (70%) of Dark Fiber Revenue per month ("Dark Fiber Lease Payment.") Lease payments described in this Section and not subject to a good faith dispute, and of any other fees or charges under the Agreement, shall be due monthly, in arrears. Allo shall have no obligation to make a Lease Payment until Allo derives Qualifying Revenue from the BFN.

ii. In the event there is a good faith dispute relating to the payment of any amount due under this Agreement ("Dispute"), the Party claiming the Dispute will notify the other Party of the Dispute in writing, then Parties will meet to discuss the Dispute and attempt to resolve it in good faith. If the Dispute is not resolved within ten calendar (10) calendar days of the date of the Dispute notice, then the Dispute will be escalated to senior members of the Parties' respective organizations. If the Dispute remains unresolved for an additional ten (10) calendar day period after the Dispute has been escalated to the senior members of the respective organizations, then the Dispute will be subject to mediation, if both parties mutually agree. The parties may mutually agree on a qualified mediator, no later than thirty calendar (30) days after a Party submits a written request for mediation to the other Party. Mediation shall take place in Summit County, Colorado.

Arrangements reached in mediation shall be enforceable as settlement agreements in any court have jurisdiction thereof. If no arrangement is reached during mediation, the Dispute shall be subject to the Dispute Section 28 of this Agreement. For as long as the Dispute unresolved, it shall not be considered a breach of this Agreement.

iii. **Financial Reporting**. Allo shall provide to the Town a written report on a quarterly basis (or more frequently as reasonably requested by the Town). These reports shall include, but not be limited to, the following, and shall comply with the format and details set forth in **Exhibit F**:

A. The report shall include detailed information about Subscribers, including the total number of Subscribers activated and deactivated during the reporting period, the net Subscriber count as of the last day of the reporting period, and a breakdown of Subscribers by service category (e.g., voice, video, data) and customer type (residential or business). Additionally, the report shall detail the revenue received from each service category, further segmented by residential and business customers.

B. The report shall provide Subscriber growth history by year and quarter, segmented by residential and business customers. It shall also include the customer churn rate, defined as the percentage of deactivated Subscribers relative to the total Subscribers during the reporting period.

C. The report shall include the geographic coverage of the Breckenridge Fiber Network (BFN), supplemented with maps or visualizations, and the take rate, calculated as the percentage of potential customers in the coverage area who subscribe to services, segmented by residential and business customers. Additionally, it shall provide key performance indicators (KPIs) for network performance, including average data speeds (upload and download), latency, jitter, and reliability metrics such as average uptime percentage, total outages, categorized by cause, and resolution times.

D. The report shall include a summary of marketing initiatives conducted to promote the Breckenridge Fiber Network (BFN) and its services, along with an analysis of campaign effectiveness, including customer acquisition metrics tied to each campaign.

E. The report shall include any additional information reasonably requested by the Town to monitor compliance with this Agreement or to evaluate the overall success of the Breckenridge Fiber Network (BFN).

F. Audit. The Town shall have the right to audit all Lease Payments in accordance with Section 22.

G. All reports shall adhere to the format and metrics outlined in **Exhibit F**, and any updates to the reporting framework must be mutually agreed upon in writing by the Parties.

4. **Term and Termination**.

a. Term; Term Renewal. This Agreement is effective on the Effective Date, but the Initial Term commenced at the time Allo made its first Lease Payment, which the Parties agree occurred on March 5, 2020. This Agreement shall continue for a term of ten (10) years from the date upon which Allo makes its first Lease Payment, ("Initial Term"), unless terminated sooner under the provisions of Section 4.b of this Agreement, or otherwise by mutual agreement of the Parties. The Parties may mutually renew this Agreement for one (1) additional ten (10) year extension ("Renewal Term"). Written notice of a request to renew must be submitted at least six months prior to the expiration of the Initial Term, or any Renewal Term, as applicable. If Allo submits its written request to renew this Agreement no less than six months prior to the expiration of the Initial Term, the Parties will mutually consider renewal terms using the following standards as key indicators of performance:

i. Allo's compliance with the requirements of this Agreement

ii. Allo's compliance with applicable federal, state and local laws, rules and policies.

iii. Allo achieving a 45% "take rate" of homes connected to activated portions of the BFN, in comparison to the homes capable of being connected, unless failure to reach the target take rate was caused, in whole or in part, by a Force Majeure Event, or by unforeseen factors reasonably outside of either Party's control.

iv. Allo achieving the service levels set forth in Exhibit C.

b. Termination. Either Party may terminate this Agreement in the event of Default of this Agreement by the other Party, consistent with and subject to the procedures and remedies for breach set forth in Section 5.

c. Effect of Termination. In the event of termination of this Agreement for breach as set forth in Section 5, Allo shall immediately relinquish and quit all claims of right to use the Assets as set forth in this Agreement. All other rights and obligations of the Parties set forth under this Agreement shall cease immediately, except for rights and obligations specifically designated to survive termination, as set forth in this Section. After the effective date of termination for breach pursuant to Section 5, there shall be a maximum of an eighteen (18) month transition period in which Allo

and the Town will cooperate in good faith to wind down Allo's activities on the BFN ("Termination Transition Period") as set forth in Exhibit G. Further, during the Termination Transition Period, the Parties agree as follows:

i. Purchase of Equipment. Allo shall not remove or deactivate any CPE or other equipment during the Termination Transition Period for any reason, and during such period, Town shall rent the equipment from Allo at a mutually agreed, upon price not to exceed the Lease Payments. In addition, if requested by the Town, Allo shall be required to sell such CPE, other equipment, and Drops to the Town at a price equal to a reasonable, mutually agreed upon depreciated asset valuation measure, by providing Allo written notice of its intent to purchase equipment no later than thirty (30) days prior to the expiration of the Termination Transition Period. If the Town fails to provide notice of its intent to purchase equipment, Allo, in its sole and absolute discretion, shall have the right to dispose of the equipment in any manner upon the expiration of the Termination Transition Period.

ii. Lease Payments. Upon the effective date of termination, Allo shall have the right to receive all revenues generated from Subscribers and any commercial activities using the BFN until the Termination Transition Period expires, and shall be responsible for any Lease Payments due related to those revenues.

5. **Default**.

a. Default. A Default under this Agreement shall occur if (a) a Party materially breaches this Agreement, (b) such breach is not excused by any provision of this Agreement, and (c) such breach continues un-remedied for a period of thirty (30) days following receipt of written notice from the non-breaching Party. If the breach by its nature cannot be cured within thirty (30) days and the breaching Party within that time has commenced its cure and presented a commercially reasonable plan to cure such default over a longer period of time not to exceed seventy-five (75) days from the date of the original notice of Default, there shall be no Default as long as the Party diligently continues such cure to completion.

b. Default Rights. Upon the occurrence of a Default, the non-breaching Party shall have the right, subject to the express limitations contained in Section 5 and this Agreement, to terminate this Agreement. Nothing in this Agreement shall preclude either Party from also pursuing other available remedies, including damages, injunctive relief, and costs (which shall include reasonable attorneys' fees awarded to the substantially prevailing Party).

6. **Town's Obligations**.

a. Marketing

i. Town will perform applicable branding and marketing of the BFN in order to explain the benefits to the community and potential Subscribers.

b. BFN Network Construction and Maintenance.

i. The Town will finance, develop engineering plans, contract for construction, implement, and maintain the physical plant of a BFN passing every feasible Premises in the area of the Town of Breckenridge as reflected in Exhibit A (which may include areas upon mutual agreement of the Parties that may be annexed by Breckenridge in the future), of which the Assets leased to Allo under this Agreement shall be a part of the BFN. In the case of any multi-dwelling unit, the Town shall be responsible for passing each building in which the units are housed, in addition, the Town or some other party shall be responsible for taking fiber to each unit within the multi-dwelling building where commercially feasible.

ii. The Town shall be responsible for acquiring and maintaining throughout the Term, at its expense (including Government Authorization Fees), all applicable Authorizations relating to the Assets and the BFN. To the extent Allo's activities under this Agreement require any Authorizations, Allo shall be responsible for acquiring and maintaining throughout the Term, at its expense, all applicable Authorizations. Any agreements or Authorizations necessary for provision of additional Services, in particular including any franchise agreement, shall be executed separately from and shall in no way encumber this Agreement.

7. **BFN Maintenance; BFN Access**.

a. **Maintenance and Repair**. The Town shall be responsible for the physical maintenance relating to the BFN, including Assets, as further described in Exhibit D.

b. **Access to BFN by Allo**. Town shall provide Allo with access to BFN plant and enclosure facilities for installation, customer connections, maintenance and troubleshooting of Allo services and equipment, and for splicing purposes. Town shall allow Allo personnel or its agents reasonable direct ingress and egress to Town property within which BFN and any Assets have been placed, including fiber plant and enclosure facilities, and shall permit Allo personnel or its agents to access such property at such times as may be required to install, test and repair Allo's equipment. Allo personnel and its agents shall, while on such property, comply with all industry standard rules, regulations, and procedures, and Allo shall make good faith efforts to comply with such other reasonable requirements communicated to Allo by the Town.

c. Locates. Town at its sole cost and expense shall undertake any locates necessary

for identification of the Town's underground utilities.

8. **Allo Operational Service Obligations**.

a. **General**. Throughout the Term of this Agreement, and as described more specifically in this Section, Allo will operate in two roles:

i. As Network Operator of BFN, using Assets to configure and activate electronics, and operate and manage the BFN as described in subsection 8.b below; and

ii. As a Service Provider, providing retail and wholesale Services to Subscribers connected to the BFN.

b. **Network Operator**. As Network Operator of the BFN, and as may be more fully described elsewhere in this Agreement, Allo shall:

i. Procure, install, configure, operate, monitor, maintain, and upgrade, as needed all equipment necessary to activate or "light" the BFN, excluding the Town's maintenance and repair obligations as outlined in Exhibit D. All such equipment shall remain the property of Allo during the Term and following contract.

ii. Operate the BFN and any plants connected to the BFN.

iii. To the extent Town requires any data transport services, the Town will provide Allo reasonable advanced written notice specifying in reasonable detail the transport services required. After receiving such notice, Allo shall use Commercially Reasonable efforts to provide the requested transport services. Allo will provide the Town with timelines for requested transport services and detailed monthly accounting for any such connections made for Town's transport services. The Town shall pay all capital costs associated with Town requested transport services and shall also pay Allo's incremental direct costs incurred in the setup of such service (*i.e.*, extra transport costs). In addition, the Town shall pay Allo a mutually agreed upon monthly fee for the management of these network sites and transport services.

iv. Maintain, repair and upgrade as needed all of Allo's equipment (including CPE), including cabling to and between such equipment inside enclosures. For the avoidance of doubt, Allo's responsibility to maintain, repair and upgrade pursuant to this Section 8.b.iv shall not include cabling between two different enclosures that are a part of the BFN;

v. Execute all necessary splicing tasks between equipment and cabling owned by Allo, and the BFN;

c. **Network Operator; Premises Construction, Installation and Equipment**. As Network Operator, Allo shall procure, install, configure, monitor, maintain, and upgrade as needed any and all CPE (including any ONT) as necessary to connect the Premises to the BFN, enabling the provision of retail Services by Allo. Allo may pass on such cost to the customer in unusually high cost scenarios, such scenarios determined in Allo's sole and absolute discretion.

   i. **Ownership**. Any connection and any CPE used to receive, route, or process a Service (such as a set-top box or in-home router) leased or sold by Allo remains the property of Allo or the purchasing customer, as applicable under Allo's Terms of Use with Allo's Subscriber.

d. **FTTP Service Provider**.

   i. **Retail Broadband Internet Access Service**. Allo shall offer residential and business broadband Internet access Service via the BFN, including a symmetrical speed tier of up to 1 gigabit per second to all potential Subscribers served by the BFN, provided the Town has constructed a Drop to the potential Subscriber.

   ii. **Voice Services and Video Services**. Allo shall make Voice Services and Video Services available.

   iii. **Connection Fees**. Allo acknowledges Town reserves the right to charge Connection Fees to Subscribers. To the extent Town charges any such fee, Allo shall charge Subscribers the Connection Fee, without markup, and remit the proceeds of connection fee to the Town. Town acknowledges Allo, in certain limited circumstances where connection is not economically feasible, shall have the right to charge a reasonable Connection Fee, with the Town's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

e. **Service Level Agreements and Standards**. Allo's Services shall meet the Service Level Agreements and standards set forth in Exhibit D.

f. **Allo Service Fees**. Fees charged for the Services shall be determined by Allo in accordance with industry standard practices .

g. **Allo Dark Fiber Leasing.** Allo may lease, license, or otherwise grant access to

Dark Fiber Service to third parties for the purpose of enabling the third party to support or deliver communications services, including but not limited to wireless communication services utilizing fifth-generation (5G) mobile network technology, business-to-business data transport, or other broadband and telecommunication services. Allo and Town shall mutually agree upon the terms of such Dark Fiber leases, and such agreements shall not be unreasonably withheld. Under no circumstances may Allo lease, license, or otherwise grant access to Dark Fiber Service, including 5G Dark Fiber Service, to third parties without the Town's prior written approval. Prior to entering into an agreement with a third party for Dark Fiber Service, Allo shall obtain Town's consent to enter into such agreement, which consent shall not be unreasonably withheld, conditioned, or delayed. To the extent practicable, Allo shall endeavor to involve the Town in negotiations with a third party for Dark Fiber Service prior to finalizing any potential agreement.

h. **Allo Community Partnership Obligations.** In recognition of its unique role within the community and its ongoing partnership with the Town, Allo will provide the following community partnership benefits at no cost:

   i. Service to the workforce housing project known as Vista Verde 2 for one year;
   ii. Service to three (3)non-profit organizations with a physical location within the Town of Breckenridge;
   iii. Lower cost service options for households meeting an income threshold to be mutually agreed upon by Town and Allo.

9. **Allo Customer Service Obligations**.

a. **Subscriber Relationship**. As a Service Provider, Allo, and not the Town, shall be responsible for all aspects of the customer relationship involving Subscribers to retail and wholesale Services provided by Allo, as set forth in this subsection.

   i. **Subscriber Customer Support**. Allo and not the Town, shall be responsible for receiving, servicing, and resolving directly all reasonable requests for support from Allo's Subscribers, including but not limited to technical, billing, and sales and marketing inquiries. Under no circumstances shall Allo direct any Subscriber to contact the Town for customer support.

   ii. **Billing and Collections**. Allo shall be responsible for all invoicing, billing

and collection activities relating to its Subscribers.

iii. **Sales and Marketing**. Allo shall be responsible for any and all sales and marketing activities relating to Allo's Services, including but not limited to pricing of services, description of services, and promotional activities.

iv. **Bad Debts**. Allo shall be responsible for any and all bad debts associated with its Subscribers.

v. **Physical Presence and Staffing**. Allo shall maintain an appropriately staffed physical presence with the Town of Breckenridge during the Term of this Agreement.

vi. **Lifeline Program.** If required by applicable law, Allo shall offer the Federal Communications Commission's Lifeline Program, or other programs required by the FCC, for eligible residents within the Town.

vii. **Customer Support**. Allo shall have provide standard telephone and e-mail support to Subscribers during normal business hours. In addition, Allo will provide a "24/7" emergency contact number.

b. Reports. Allo shall provide the Town on a calendar quarterly basis, reports addressing the following various aspects of the Subscriber relationship. While the reports shall address the following categories, the Parties shall work together to modify this list as necessary, to address the reasonable oversight needs of the Town and the general business operations of Allo. Failure to provide the quarterly reports within ten (10) business days of receiving written notice from the Town of such failure at any time following the end of a quarter shall be considered a breach under Section 5. Reporting under this subsection 9(b) shall be in general compliance with the reporting requirements set forth in Exhibit F.

i. A summary of Allo's marketing activities to promote the BFN.

ii. Number of total customers at the time of the report compared to the previous quarter's report.

iii. A breakdown of the number of customers subscribing to the different categories of services offered.

v. A description of the time taken to resolve complaints generally and by

category.

10. **Allo Community Engagement**. In furtherance of the mission of expanding fiber optic deployment and use in the Town, the Parties agree to undertake certain activities designed to engage and educate the public as to construction timelines and phases, and the benefits and capabilities of the BFN. Such activities shall include, but shall not be limited to, the following

    a. **Education**. In furtherance of its mission to expand fiber optic deployment and use in the Town, the Town will work with Allo to educate residents and businesses about construction phases.

    b. **Economic Development**. In furtherance of its mission to expand economic activity in Breckenridge, Allo will work the Town to develop, expand and attract businesses to Breckenridge.

11. **Town Wi-Fi Services**. Upon Town's request, Allo shall use Commercially Reasonable efforts to construct and deploy wireless access networks ("Wi-Fi Networks") at any location requested by the Town, provided such location is served by the BFN.

    a. **Fees**. Town will pay all capital costs associated with the construction, deployment and installation of any Wi-Fi Network, including any equipment costs. All equipment comprising the Wi-Fi Network shall be provided to Town at its wholesale price. In addition to any fees associated with the construction, deployment and installation of any Wi-Fi Networks, Town shall also pay Allo a monthly management fee in an amount to be mutually agreed to by the Parties, to manage the Wi-Fi Networks.

12. **Relocation**.

    a. **Emergency Relocations**. Upon prior reasonable notice to Allo, Town shall have the right at any time to remove or relocate any pole, wire, cable, or structure that presents an imminent danger to life or property at Town's sole discretion, provided that Town shall restore such pole, wire, cable or structure as soon as Commercially Reasonable and bear all costs associated with such removal or relocation.

    b. **Relocation for Town's Convenience**. Town shall have the right, with at least sixty (60) days' notice to Allo, to remove or relocate any pole, wire, cable, or structure at Town's sole discretion and for Town's convenience, provided, Town will be responsible for both Town and Allo's costs of any such relocation. Town

and Allo shall use Commercially Reasonable efforts to inform all Subscribers impacted by any relocation at least forty-five (45) days prior to such relocation. The Town and Allo shall both provide easily accessible information to Subscribers with information on the status of any relocation work, timing for completion, impact on Subscribers and any other information the Parties deem to be helpful to consumers.

c. **Minimizing Interruptions**. During any planned relocation, Town will use Commercially Reasonable efforts, in cooperation with Allo, to minimize (a) any material interruption to Allo's enjoyment of the Agreement; (b) any material interfering with the BFN; and (c) any material interference on Allo's ability to carry traffic on the BFN with the equipment used on the BFN before the relocation. Allo and the Town shall use Commercially Reasonable efforts to work together to provide temporary services if an interruption lasts or is expected to last greater than 48 hours;

13. **Use of Subcontractors**. Either Party may subcontract for testing, maintenance, repair, restoration, relocation, or any other operational and technical services it is obligated to provide pursuant to this Agreement. Both Parties will remain responsible for the obligations under this Agreement delegated to its respective subcontractors.

14. **Indemnification**; **Indemnification Procedures**. Except as provided herein, each Party, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns ("Indemnitor") agrees to indemnify, defend, protect and hold the other Party and it directors, officers, directors, employees, agents, successors, and assigns ("Indemnitee") harmless from and against any claims, suits, actions or damages brought or asserted by a third party of any kind or character (collectively "Claims") and from and against any liability, losses, fines, judgments, costs and expenses (including reasonable attorney, accountant and expert fees) arising out of any Claims incurred by any Indemnitee (a) because of the death of any person, or any injuries or damage received or sustained by any persons or property, which in whole or in part arises on account of the negligent acts or omissions or willful misconduct of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement, including any material violation by Indemnitor of any law or permit applicable thereto; (b) under the Workers' Compensation laws asserted by any other person providing goods or services for or on behalf of any of the foregoing in connection with this Agreement; or (c) arising out of, caused by, related to, or based upon, a contractual or other relationship between such claiming Party and the Indemnitor, as it relates to the use of Assets or BFN.

The Indemnitor shall defend the Indemnitee in any proceeding alleging the third party claims listed above, at Indemnitor's sole cost and expense. The Indemnitor will have the option to select and provide legal counsel for that defense. If Indemnitee wants additional counsel of its choosing, the costs and expenses of the additional counsel will be Indemnitee's responsibility, and Indemnitor will have no obligation to pay additional

counsel. Indemnitor's counsel will lead, direct and manage the litigation, and will ensure Indemnitee's additional counsel receives adequate information to monitor the litigation.

Notwithstanding the foregoing, any indemnification provisions shall apply to the Town only to the extent permitted by Colorado Law. Nothing contained herein is intended to waive any limitations or protections or coverages available to the Town through the Colorado Governmental Immunity Act or any other provisions of applicable law.

This provision shall survive the expiration or termination of this Agreement.

15. **Representations and Warranties**. By execution of this Agreement, each Party represents and warrants to the other that: (a) the Party is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization; (b) the Party has full right and authority to enter into and perform this Agreement in accordance with its terms (in the case of the Town, it's Opt-Out Vote pursuant to Colorado Senate Bill 05-152 provides the Town with authority to enter into and perform in accordance with its terms); (c) the Party's execution, delivery, and performance of this Agreement will not conflict with, violate or result in a breach of (i) any law, regulation, order, writ, injunction, decree, determination or award of any governmental authority or any arbitrator, applicable to such Party, (ii) any of the terms, conditions or provisions of its charter, bylaws, or other governing documents of such Party, (iii) any material agreement to which it is a Party, or (iv) any instrument to which such Party is or may be bound or to which any of its material properties or assets is subject; (d) the Party's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action; (e) that the signatories for such Party are authorized to sign this Agreement; (f) there are no actions, suits, proceedings or investigations pending, or to the knowledge of the Party, threatened against or affecting the Party of any of its properties, assets or businesses in any court or before or by any governmental authority that could, if adversely determined, reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement; (g) the Party has not received any currently effective notice of any material default; and (h) the Party has not previously been and is not currently, debarred, suspended, or proposed for debarment, declared ineligible, voluntarily excluded from transactions by any federal or state department or agency, or subject to any inquiry, investigation, or proceeding regarding the foregoing.

16. **Limitation of Liability**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED. Nothing contained within this

Agreement is intended to be a waiver of the Town's immunity pursuant to the Colorado Governmental Immunity Act or the protections of any other provisions of applicable law.

17. **Confidentiality**.

a. Non-Disclosure of this Agreement. All sharing of information concerning this Agreement shall be only with those individuals deemed necessary to carry out the terms of this Agreement, except as required for disclosures required by law, or to incorporate requirements of this agreement into its own agreements with Customers and Service Providers.

b. Confidential Information. If either Party provides or has provided confidential or proprietary information ("Confidential Information") designated as such to the other Party conspicuously in writing, the receiving Party shall hold such information in confidence and shall afford it the same care and protection that it affords to its own confidential and proprietary information (which in any case shall be not less than reasonable care) to avoid disclosure to or unauthorized use by any third party, except as otherwise provided below. All Confidential Information, unless otherwise specified in writing, shall remain the property of the disclosing Party and shall be used by the receiving Party only for the intended purposes set forth in this Agreement. Except as otherwise required by law, after the receiving Party's need for Confidential Information has expired, or upon the reasonable request of the disclosing Party, or promptly following the termination or expiration of this Agreement, the receiving Party shall destroy or return to the disclosing Party all Confidential Information, including all copies of such information, and all notes, summaries, or other writing reflecting Confidential Information. The receiving Party shall not reproduce Confidential Information, except to the extent reasonably necessary to perform under this Agreement, or as otherwise may be permitted in writing by the disclosing Party.

c. Exceptions. The foregoing provisions of this section shall not apply to (i) any required disclosures to any government authority, (ii) disclosures required under the Freedom of Information Act and/or applicable state or local government open records laws, (iii) any Confidential Information or any provisions of this Agreement which becomes publicly available, other than through the Party claiming this exception, or is required to be disclosed by law, (iv) Confidential Information that is independently developed by the receiving Party without breach of any obligation of confidentiality; (v) Confidential Information that becomes available to the Party claiming this exception without restriction from an unrelated third Party, or becomes relevant to the settlement of any dispute or enforcement or defense of either Party's rights under this Agreement, provided that appropriate protective measures shall be taken to preserve the confidentiality of such Confidential Information to the extent permissible in accordance with such settlement or enforcement process; (vi) disclosures of this Agreement to any proposed permitted assignee provided that each such proposed assignee agrees to be bound by confidentiality obligations no less stringent than those set forth herein; or (vii)

disclosures by either Party of the general physical route of the BFN or Assets for marketing and sales-related purposes.

d. Open Records Law. Notwithstanding anything contained herein to the contrary, the Parties understand and agree that the Town, as a municipal government, is subject to the Colorado Open Records Act. The Town agrees to treat as confidential any books or records that constitute proprietary or confidential information under State or federal law, to the extent that Allo makes the Town aware of such confidentiality. Allo shall be responsible for clearly and conspicuously labeling any records produced to the Town as "Confidential" to the extent that those records contain any confidential or proprietary information, and shall provide a brief explanation as to why such information is confidential under State or federal law. If the Town receives a request for documents and believes it must release any Allo confidential records, it shall advise Allo in advance so that Allo may take appropriate steps to protect its interests. If the Town receives a demand from any person for disclosure of any information designated by Allo as confidential, the Town shall, so far as consistent with applicable as, advise Allo and provide Allo with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Town agrees that, to the extent permitted by law, it shall deny access to any of Allo's records marked confidential as set forth above to any person. Allo shall reimburse the Town for all reasonable costs and attorneys' fees incurred in any legal proceedings pursued under this Section.

e. Survival. The confidentiality provisions in this section shall survive expiration or termination of this Agreement.

18. **Intellectual Property**. Except as otherwise set forth herein, nothing in this Agreement shall be construed as a grant of any right or license under any copyrights, inventions, patents, trade secrets or other intellectual property now or later owned or controlled by Allo or the Town, and nothing in this Agreement shall be construed as granting any right, title or interest in the other Party's trademarks, trade names, servicemarks or other intellectual property rights. The Parties agree not to use the trademarks, trade names, or service marks of the other Party without prior written permission. The requirements of this section shall survive the expiration or termination of this Agreement.

19. **Taxes**. Each Party shall be responsible for paying its own federal, state or local sales, use, excise, value-added, personal property, income or other taxes or charges assessed on or levied against any transaction or event arising from the performance of this Agreement.

20. **Insurance**. During the term of this Agreement, each Party shall maintain a policy of comprehensive liability insurance or other coverage compliant with the Colorado Governmental Immunity Act, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of Colorado, covering use and activity contemplated by this Agreement with combined single limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars

($2,000,000.00) aggregate with Five Million Dollars ($5,000,000.00) form following umbrella coverage. In addition, the Town shall carry insurance sufficient to insure the BFN and all Assets**.**

Allo shall name the Town, including its officers, employees, and agents, as Additional Insureds for the said purpose and use of this Agreement. Each Party shall also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of Colorado where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to either Party upon the other Party's request.

21. **Assignment**. This Agreement will not be assigned or transferred by Allo without the prior written consent of the Town, which consent will not be unreasonably withheld, conditioned or delayed. However, Allo shall have the right, after thirty (30) days written notice to the Town, to assign this Agreement or delegate any obligation of this Agreement to any Affiliate of Allo. Any other proposed assignment or similar transfer or conveyance to a non-Affiliate of Allo shall be made in writing by Allo to the Town, at least ninety (90) days prior to a proposed closing. Allo shall additionally provide any documentation requested by the Town that the Town reasonably determines is necessary to evaluate whether to approve the transaction, including but not limited to assurances related to the prospective assignee, transferee, purchaser, or successor's ability to perform under this Agreement, from a financial, organizational, practical and legal perspective. This Agreement shall be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns. In the case of any assignment, sale, transfer or disposition requiring the Town's consent or as permitted under this Agreement, the assignee, purchaser or transferee shall execute and deliver a written agreement reasonably acceptable to the Town in which the assignee, purchaser or transferee agrees to be bound by all of the terms and conditions of this Agreement to the extent of the rights and obligations assigned, sold or transferred.

22. **Audit Rights**. Upon reasonable prior written notice to the other Party, and no more than once in a contract year, in coordination with a Party's management, the other Party may perform or arrange to have audits performed to verify a Party's compliance with this Agreement. In connection with such audits, the party conducting the audit shall specifically have the right to review all relevant data related to the obligations and compliance with any provisions of this Agreement. Except as provided herein, all audits will be performed at the auditing Party's sole expense and during the other Party's normal business hours. Notwithstanding the foregoing, if an audit or similar financial review of Allo's financial obligations to the Town shows that any payments have been underpaid by two percent (2%) or more, Allo shall pay the Town's total actual cost of the audit or review.

23. **Relationship of the Parties**. This Agreement is not intended to create, nor shall it be construed to create, any partnership, joint venture, or employment relationship between the Town and Allo, and neither Party shall be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, unless expressly assumed in writing. Each Party covenants that it shall not act in a manner that may be construed to be inconsistent with the foregoing nor otherwise act or purport to act on behalf of the other Party except as may be expressly authorized in writing by the other Party. The Town and Allo, in

performing any of their obligations, shall be independent contractors or independent Parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions of this Agreement.

24. **Severability**. If any provision of this Agreement is or becomes invalid or unenforceable under applicable law, that provision or part will be deemed removed without affecting in any way the remainder of this Agreement.

25. **Force Majeure**.

    a. **Force Majeure Events**. Notwithstanding any other provision of this Agreement, neither Party shall be responsible to the other Party, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism (including cyberterrorism), or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event").

    b. **Response to Force Majeure Events**. A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make Commercially Reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

    c. **Suspension Pending Force Majeure**. The deadline by when a Party must perform an obligation under this Agreement, shall be postponed by the period of time by which the Party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

26. **Eminent Domain**. Should any portion of the Assets, or any other interest belonging to the Town or to Allo with respect to this Agreement be acquired by condemnation, eminent domain, nationalization or expropriation (each of which, a "Taking") by any government authority or other person possessing such power, then each Party will be excused from performance of its obligations to the extent of the Taking, as provided in this Section. In the proceeding for any Taking or an involuntary discontinuance of the use of the Assets in anticipation of an imminent Taking, the interests of Town and Allo in the affected portion will be severed. The Town and Allo each may claim and receive the portion of the total award attributable to its interest in the Assets, and the Town and Allo each may claim damages payable on account of the Taking and the relocation or re-routing expenses relating to the Assets.

27. **Notices**. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by facsimile transmission with confirmation of delivery, electronic mail with confirmation of delivery receipt, or sent by overnight commercial delivery service or certified mail, return receipt requested. Notice shall be deemed to have been given on the date of the transmission

and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt when addressed as follows:

If to Allo:

ALLO Asset Entity 1, LLC
c/o Brad Moline, President
330 S. 21st St.
Lincoln, NE 68510
brad.moline@allofiber.com

With a copy to:

ALLO Asset Entity 1, LLC
c/o Legal
330 2. 21st St
Lincoln, NE 68510
legal@allofiber.com

If to Town:

Town of Breckenridge
c/o Shannon Haynes
150 Ski Hill Road
PO Box 168
Breckenridge, CO 80424

With a copy to:

Town of Breckenridge
Town Attorney
150 Ski Hill Road
PO Box 168
Breckenridge, CO 80424

28. **Dispute Resolution; Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to any conflicts of law provisions. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT. Venue for any dispute arising from this Agreement shall be located in Summit County, Colorado.

29. **Headings**. Headings and captions of this Agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement's terms or be used to interpret or assist in the construction of this Agreement.

30. **Waiver**. The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of any further right under this Agreement.

31. **Counterparts**. This Agreement may be executed in any number of counterparts. Each counterpart will be deemed an original, but all counterparts together will constitute the same instrument.

32. **Compliance with Laws**. Each Party will comply with all federal, state and local laws and regulations during the Term of this Agreement.

33. **Entire Agreement**. This is the entire and exclusive statement of the Agreement between the Parties including all duly executed exhibits, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the Services or any other provision of this Agreement but is not intended to grant or alter the terms of any Franchise Agreement that may be required or pursued by the Parties.

ALLO ASSET ENTITY 1, LLC	TOWN OF BRECKENRIDGE
By: _____	By: _____
Bradley A. Moline	Shannon B. Haynes
Title: President	Title: Town Manager
Date: _____	Date: _____

EXHIBIT A

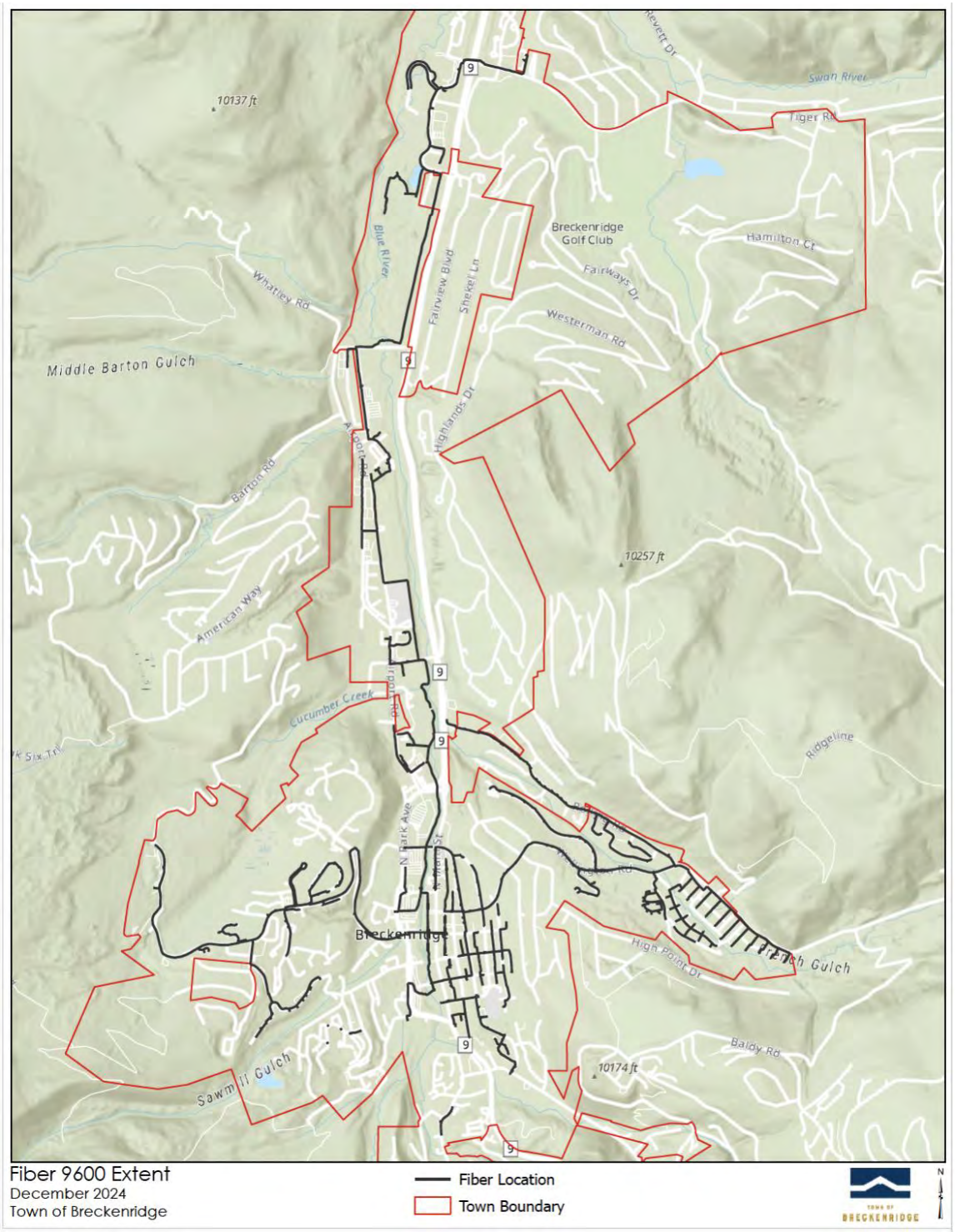

10137 ft
Swan River
Tiger Rd
Breckenridge Golf Club
Hamilton Ct
Fairways Dr
Westerman Rd
Blue River
Fairview Blvd
Shekel Ln
Whatley Rd
Middle Barton Gulch
Highlands Dr
Airport Rd
Barton Rd
10257 ft
American Way
Cucumber Creek
Ridgeline
N Park Ave
Main St
Breckenridge
High Point Dr
French Gulch
Baldy Rd
10174 ft
Sawmill Gulch
9
Fiber 9600 Extent
December 2024
Town of Breckenridge
Fiber Location
Town Boundary
N

EXHIBIT B

LISTED ASSETS

The particular Assets in which Allo shall have a right of use under the Agreement set forth in this Agreement shall be as described in this Exhibit B. This Exhibit may be amended by the Parties from time to time in a writing signed by both Parties and referencing this Exhibit B.

1. All current and anticipated future fiber, conduit, strand, pedestals, terminals and other structures for the fiber network

EXHIBIT C

SERVICE LEVEL AGREEMENT

1. Upon successful Light Testing of 100% of the BFN, in the event Allo, as either a Service Provider or Network Operator, suffers a network outage outside of (i) events defined as Force Majeure; (ii) scheduled network maintenance; (iii) emergency network maintenance; (iv) a network outage resulting from the Town's non-performance of its obligations under this Agreement; or (v) a network outage resulting from the negligent acts or omissions of the Town or its agents or employees; then Allo will adhere to the following credit schedule:

    a. 98.0% to 98.9% BFN uptime, measured monthly: 2% of monthly fees, pro-rated by the number of days of outage, paid by an individual customer for the month in which the outage occurred, credited to customer's account.

    b. 97.0% to 97.9% BFN uptime, measured monthly: 4% of monthly fees pro-rated by the number of days of outage, paid by an individual customer for the month in which the outage occurred, credited to customer's account.

    c. 96.0% to 96.9% BFN uptime, measured monthly: 6% of monthly fees pro-rated by the number of days of outage, paid by an individual customer for the month in which the outage occurred, credited to customer's account.

    d. Below 96% BFN uptime, measured monthly: 8% of monthly fees pro-rated by the number of days of outage, paid by an individual customer for the month in which the outage occurred, credited to customer's account.

Allo shall have the right to compensate customers for outages by applying credits to the customer's account.

EXHIBIT D

TOWN MAINTENANCE OF ASSETS

1. Maintenance.

    a. **Scheduled Maintenance**. Routine maintenance and repair of the Assets ("Scheduled Maintenance") will be performed by or under the direction of the Town as necessary to keep the Assets in good operating condition, at Allo's reasonable request or at the Town's reasonable discretion, all at Town's expense. Scheduled Maintenance will commence upon the Effective Date, and includes: (i) inspection of the BFN and other Assets on a regularly scheduled basis, which shall be no less than once each calendar quarter; (ii) appropriate routine preventative maintenance on the Assets, minimally in accordance with industry standards; (iii) maintenance of an inventory of spare cable and other equipment, together with maintenance equipment, at strategic locations to facilitate timely restoration along the Route.

    b. **Unscheduled Maintenance**. Non-routine maintenance and repair of the BFN and other Assets which is not included as Scheduled Maintenance ("Unscheduled Maintenance") will be performed by or under the direction of Town and at the Town's expense. Unscheduled Maintenance will commence upon the Effective Date, as provided in the Agreement. Unscheduled Maintenance shall consist of Unscheduled Maintenance in response to: (i) notification by Allo or any third party of any failure, interruption or impairment in the operation of the Assets, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Assets; or (ii) any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the Assets, each to the extent same is not included in the definition of Scheduled Maintenance.

    If known to Allo, Allo shall promptly report the need for Unscheduled Maintenance to the Town in accordance with escalation procedures provided in Section 3 below. The Town will log the time of any Allo report, verify the problem and dispatch personnel to take corrective action.

2. **Response**. The Town's maintenance employees or contractors shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. The Town will have its first maintenance employee (or contracted agent) at the site requiring emergency Unscheduled Maintenance activity within four (4) hours after the time the Town becomes aware of an event requiring Unscheduled Maintenance due to an emergency situation.

3. **Cooperation and Coordination**.

    a. **Escalation List**. The Parties each shall use the escalation list of the other Party, as

updated from time to time by the applicable Party pursuant to the escalation list or other notice provision, to report and seek immediate initial redress of exceptions noted in the performance of a Party in meeting maintenance service objectives and regarding all other aspects applicable to BFN operations. The notice list numbers are 24 hour, 7 day per week emergency notification numbers. The Escalation List will be mutually agreed upon by the parties throughout the Term of the Agreement.

b. **Performance**. In performing its services under this Exhibit, the Town will take workmanlike care to prevent impairment to the signal continuity and performance of the Assets. The precautions to be taken by Town will include prompt notifications to Allo with respect to any unscheduled maintenance impacting network operations. In addition, the Town will reasonably cooperate with Allo in sharing information and analyzing the disturbances regarding the Assets. In the event that any Scheduled Maintenance or Unscheduled Maintenance requires a traffic roll or reconfiguration involving Assets, then Allo shall, at Town's request, make such personnel of Allo available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with the Town in performing such maintenance as required of the Town under this Agreement.

c. **Notification**. The Town will use Commercially Reasonable efforts to notify Allo at least ten (10) days prior to the date of any Scheduled Maintenance that may result in an outage or degradation in the use of Assets, and as soon as possible, but in no event later than eight (8) hours after becoming aware of the need for Unscheduled Maintenance. Allo may be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this right or the exercise thereof does not interfere with the Town's ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, the Town will use Commercially Reasonable efforts to notify Allo at the Town's earliest opportunity, but in no event less than forty-eight (48) hours after cancellation, and will comply with the above-provisions for any re-scheduled activity.

4. **Facilities**.

a. **Condition of Assets**. The Town will maintain the BFN and the Assets in a manner which will permit Allo's use and operation, in accordance with the terms and conditions of the Agreement, including the Service Level Agreement.

b. **Unscheduled Maintenance Communication**. The Town will maintain sufficient capability to teleconference with Allo during Unscheduled Maintenance in emergency situations in order to provide regular communications during the repair process.

c. **Scheduled Maintenance Timing**. It is the Town's intention, and the Town represents and warrants, that maintenance work performed by Town on the Assets will not normally result in interruptions. Scheduled Maintenance which is

reasonably expected to produce any signal discontinuity or jeopardize Allo's use of the BFN and other Assets in any material respect generally will be scheduled after midnight and before 5:00 a.m. local time. Major system work, such as fiber rolls and hot cuts, will be scheduled for Scheduled Maintenance weekends as mutually agreed by Allo and the Town. The Town's intent is to avoid major system work on the first and last weekends of the month and high-traffic holidays.

5. **Restoration**. The Town will respond to any interruption of service or a failure of the Assets as quickly as possible, but in no event later than four (4) hours after the Town becomes actually aware of the failure or interruption, in accordance with the procedures set forth herein. The Town shall address the problem by working diligently with Allo to enable restored service as soon as technically practical and Commercially Reasonable, in accordance with the procedures set forth herein. In order to accomplish such objective, Allo acknowledges that such repairs may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Unscheduled Maintenance, the Town will commence its planning for permanent repair, and thereafter promptly notify Allo of such plans, and shall use all Commercially Reasonable efforts to implement such permanent repair as soon as possible thereafter.

EXHIBIT E

RIGHT OF FIRST OFFER

1. **Right of First Offer.** During the Term of this Agreement the Town will not sell the BFN, or any portion thereof ("Sale Property"), without first offering the Sale Property to Allo pursuant to this Right of First Offer Provision. This Right of First Offer Provision creates a right of first offer to purchase the Sale Property in favor of Allo subject to the terms and conditions of this Right of First Offer Provision.

2. **Procedure to Comply With Right of First Offer.** The right of first offer will be honored by the Town and exercised by Allo in the following manner:

a. If the Town desires to sell the Sale Property the Town will first send a written offer ("Offer") to Allo by certified mail, return receipt requested, at its address provided in Section 27. The Offer shall have been properly served on Allo when it is delivered to Allo.

b. An Offer must describe the Sale Property, and state a specified price and all principal terms and conditions of the proposed sale.

c. If Allo desires to accept the Offer, Allo must notify the Town in writing of such acceptance within 15 days of the date of service of the Offer upon Allo. Notice of Allo's acceptance of the Offer must either be personally delivered to the Town, or sent by certified mail, return receipt requested, to the Town at the Town's address provided in Section 27. A notice of acceptance is valid and effective when personally delivered to the Town or, if mailed, when received by the Town, whichever is applicable.

d. If Allo fails deliver to Town written notice of acceptance of the Offer within the 15 day period, the Town may, within 6 months after the expiration of the 15 day period described above, sell the Sale Property on the same or better material terms (including, but not limited to, the same or better sale price) described in the Offer. Such sale may be made free and clear of the right of first offer provided for in this provision. If the Sale Property is not sold within such 6 month period, any subsequent sale of the Sale Property is subject to the requirement that a new Offer be given to Allo in accordance with this Right of First Offer Provision.

e. If Allo accepts the Offer, then the Town and Allo shall negotiate in good faith and attempt to reach a commercially reasonable contract for the purchase and sale of the Sale Property. If Allo and the Town sign a contract for the purchase and sale of the Sale Property, the rights and responsibilities of the Parties will be as set forth in the contract. If Allo and the Town have not signed a contract for the sale and purchase of the Sale Property within 60 days after the giving of timely notice of acceptance of the Offer by Allo, the Town may sell the Sale Property to any person on the same or better material terms (including, but not limited to, the same or

better sale price) described in the Offer. Such sale may be made free and clear of the right of first offer provided for in this provision.

EXHIBIT F

This appendix outlines the desired operational and financial reporting metrics and KPIs for the Town of Breckenridge. These metrics will serve as the foundation for quarterly and annual reports. Detailed quarterly operational review meetings are required to ensure accountability and drive performance improvements. These meetings will focus on analyzing KPIs, assessing performance, and developing mutually agreed-upon action plans. Meetings must also be conducted within 30 days following the end of each quarter.

The reports listed below must be completed and submitted within 30 days following the end of each quarter.

Reports include, but are not limited to:

- A complete list of customers and their purchased services.

Key Reporting Indicators (KPI) Reporting		
Services Category	Monthly/Quarterly/Annual	
	Incremental	Cumulative
Residential		
SDU		
Voice		
Video		
Data		
500 Mbps		
1Gbps		
MDU		
Voice		
Video		
Data		
500 Mbps		
1Gbps		
Business		
Voice		
Video		
Data		
500 Mbps		
1Gbps		
>1 Gbps		

Network Coverage and Take Rate %'s (Monthly/Quarterly/Annually)					
Category	ToB Totals	Fiber9600 Coverage (HP)	Homes Passed (HP) %	Customers	Homes Connected (HC) %
Structures					
Residential Homes					
SDU					
MDU					
Business'					
Square Miles					
Roads & Streets (Miles)					

Customer Growth History																				
Category	2020				2021				2022				2023				2024			
	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
Residential Customers (Cumulative)																				
SDU																				
MDU																				
Business Customers (Cumulative)																				
Grand Total Customers (Cumulative)																				
Annual Gross Adds																				
Residential SDU Customers																				
Residential MDU Customers																				
Business Customers																				
Annual Net Adds																				
Residential SDU Customers																				
Residential MDU Customers																				
Business Customers																				

Network Performance and Reliability																				
Category	2020				2021				2022				2023				2024			
	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
Network Outages																				
Maintenance down time																				
ISP Outages																				
OSP Outages																				
Total Outages																				
Uptime % (Three Nines target)																				
Customer Outages																				
Customer Premises																				
ISP Outages																				
OSP Outages																				
Total Outages																				
Uptime % (Three Nines target)																				

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EXHIBIT G

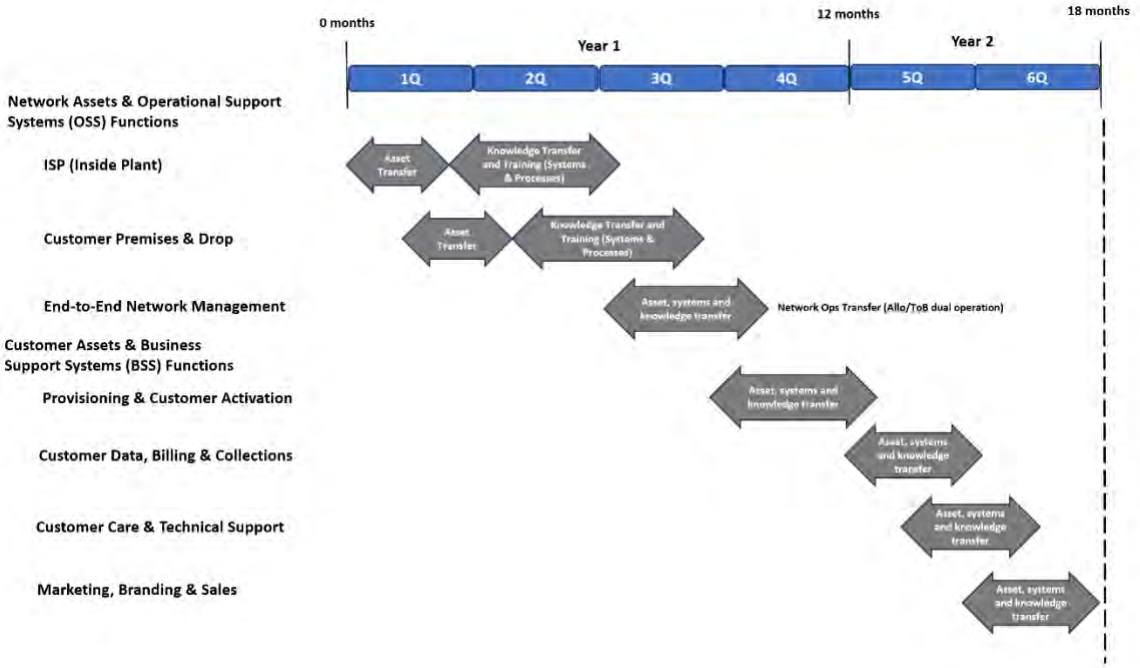
This appendix assumes that if the relationship between the Town of Breckenridge and Allo concludes, the 18-month wind-down provision will be initiated at the time either Party provides valid notice to the other of contract termination or non-renewal. It outlines the joint tasks, milestones, and responsibilities that both parties must complete to successfully complete the wind-down process. The Parties will work cooperatively together to ensure a successful wind-down process. To the extent practicable, the Parties will endeavor to complete the wind-down period in less than 18 months, but only the Parties mutually agree in writing to terminate or conclude the wind-down process prior to the 18 month deadline.

Key Assumptions

1. **Technical and Operational Enhancements**
    a. The Town has full ownership and access to all Outside Plant (OSP) operational systems and databases, including but not limited to:
        i. Knowledge transfer of OSP systems, processes, and databases (e.g., 3GIS, FMS, as-builts, asset inventory, etc.).
2. **Work Plan Creation**
    a. The Town and Allo will collaboratively develop a comprehensive work plan similar to the example outlined below.
    b. This plan details the transfer of assets, knowledge, processes, and vendor contracts during the 18-month wind-down period.
3. **Project Management and Resources**
    a. Allo has assigned a project manager to oversee the 18-month wind-down process.
    b. Allo, where necessary to ensure a successful transition, will allocate subject matter experts for each functional area and task outlined in the work plan.
4. **Accountability and Penalties**
    a. Mutually agreed-upon penalties will be enforced if Allo fails to meet the Town's specified milestones and deliverables outlined in the business wind-down project plan.

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High-Level Wind-Down Work Plan



Work Plan: Functional Areas and Task Details

The following Work Plan outlines the functional areas, assets, systems, documentation, processes, and vendor relationships that are subject to transfer from Allo to the Town of Breckenridge. Unless otherwise noted, all items listed herein are to be transferred in full ownership to the Town, including but not limited to physical equipment, software systems, operational processes, documentation, vendor and interconnect agreements, and associated support or warranty contracts. The Town shall also receive the necessary knowledge transfer, training, and administrative control required to operate and maintain these assets independently. This includes the assumption of rights and responsibilities under existing agreements, as applicable. To ensure clarity and avoid ambiguity, the Parties explicitly acknowledge that the duties and obligations for each subsection will be subject to a complete transfer of ownership from Allo to the Town. Allo shall make good faith, commercially reasonable efforts to transfer ownership of any item or right listed herein, and to assign its rights and responsibilities under any applicable agreement, to the Town. Notwithstanding anything to the contrary contained in this Exhibit or the Agreement, Allo shall be under no obligation to transfer ownership of any item or right listed herein, nor assign its rights and responsibilities under any agreement (including but not limited to software systems, vendor agreements, and interconnect agreements), if it cannot legally or practicably transfer or assign the item, right, or agreement to the Town.

1. **Network Equipment, OSS, and Processes**
    a. **Overall Network Architecture and Operations Support:**
        i. Network architecture, interconnect, and transport agreements.
        ii. Network operations processes and associated documentation.
        iii. Interconnections and backhaul arrangements.
        iv. Technical support for network operations.
        v. Dedicated Internet Access and transport services.
    b. **ISP (Inside Plant):**
        i. Network operations processes and documentation.
        ii. Equipment, including OLTM, routers, and related hardware.
        iii. Systems such as element management and alarm systems.
        iv. Vendor agreements, including warranties, software support, and technical support.
        v. Vendor and system training programs.
    c. **Overall Network Management (End-to-End):**
        i. Network management processes and documentation (e.g., trouble ticketing, alarms).
        ii. Equipment for network management.
        iii. Systems supporting network operations, customer technical support, and alarms.
        iv. Vendor agreements for warranties, software support, and technical services.
        v. Vendor and system training programs.
    d. **Tools, Testing, and Maintenance Spares:**
        i. Operational processes for maintenance and testing.
        ii. Equipment inventory and maintenance tools.
        iii. Systems for inventory management and tracking.
        iv. Vendor agreements, including warranties, software support, and technical assistance.
        v. Vendor and system training programs.
    e. **Miscellaneous Equipment and Systems:**
        i. Asset inventory systems, vendor ordering processes, invoicing, and payment.
        ii. Equipment and systems management.
        iii. Vendor agreements.
        iv. Vendor and system training programs.
2. **Customer Premises, Fiber Drop, In-Building Equipment, OSS, and Processes**
    a. **Asset Transfer**
        i. Transfer of equipment, systems, and databases at fair market value rates.
        ii. Knowledge transfer for tracking and administering customer equipment and fiber drop assets.
    b. **Town Ownership**
        i. Ownership of customer support systems, vendor agreements, and warranties.

ii. Training in equipment, systems, and operational processes.

3. **Provisioning and Customer Activation**
    a. **Asset Transfer**
        i. Equipment, systems, and databases required for provisioning and activation at fair market value rates.
        ii. Knowledge transfer for managing customer equipment and fiber drop assets.
    b. **Town Ownership**
        i. Ownership of customer support systems, vendor agreements, and warranties.
        ii. Training in equipment, systems, and processes.
4. **Customer Data, Billing, and Collections**
    a. **Asset Transfer**
        i. Equipment, systems, and databases for billing and collections processes at fair market value rates.
        ii. Knowledge transfer for sales, provisioning, customer support, billing, and collections.
    b. **Town Ownership**
        i. Ownership of customer support systems, vendor agreements, and warranties.
        ii. Training in equipment, systems, and operational processes.
5. **Customer Care and Technical Support**
    a. **Asset Transfer**
        i. Equipment, systems, and databases to support customer care at fair market value rates.
        ii. Knowledge transfer for managing sales, provisioning, customer support, and billing systems.
    b. **Town Ownership**
        i. Ownership of customer support systems, vendor agreements, and warranties.
        ii. Training in equipment, systems, and operational processes.
6. **Marketing, Branding, and Sales**
    a. **Asset Transfer**
        i. Equipment, systems, websites, promotional materials, and databases at fair market value rates.
        ii. Knowledge transfer for marketing and acquiring new customers.
    b. **Town Ownership**
        i. Ownership of customer support systems, vendor agreements, and warranties.
        ii. Training in equipment, systems, and processes for marketing and sales.

Memo

TOWN OF BRECKENRIDGE

To: Town Council
From: Chris Luberto – Director of IT
Date: 6/30/2025 (for 07/8/2025)
Subject: Ordinance Approving Comcast Franchise Agreement (Second Reading)

Town Council Goals (Check all that apply)

- ☐ More Boots & Bikes, Less Cars
- ☐ Deliver a Balanced Year-Round Economy
- ☒ Organizational Need
- ☐ Leading Environmental Stewardship
- ☐ Hometown Feel & Authentic Character

Summary
Staff requests that the Town Council review and approve a new 10-year franchise agreement with Comcast for cable television services. This is the second reading of the agreement. No changes have been made since the Council reviewed and approved the first reading on June 24, 2025. The existing agreement expired on June 29, 2024, and the proposed agreement incorporates updated regulatory, fiscal, and community service provisions that were negotiated by Town staff and legal counsel.

Background
The Town's prior franchise agreement with Comcast and the newly negotiated renewal are both based on a model franchise shared among members of the Summit County Telecommunications Consortium (SCTC), which has evolved since 2020 to reflect changing legal and market conditions. Under the current Town code and federal authority granted by the Cable Act, the Town regulates Comcast's provision of cable services, including oversight of rights-of-way, adherence to safety codes, and support for Public, Educational, and Governmental (PEG) access. With the prior agreement now expired, a new franchise is necessary to reflect evolving trends in cable service delivery, particularly the financial impacts of cord-cutting, and to incorporate recent changes in federal regulations concerning franchise fees. Additional details are outlined in the attached memo from Wilson D. Scarbary, Special Counsel to the Town, which provides a comprehensive overview of the negotiation process and updated franchise provisions.

Public outreach/engagement
The Summit County Telecommunications Consortium (SCTC), which manages PEG programming, was actively involved in reviewing PEG-related provisions and fee structures. Broader public outreach was not conducted due to the technical and legal nature of the agreement.

Financial Implications
There are no immediate costs anticipated for the current budget year, and the Town expects to continue receiving franchise fee revenues, which are legally capped at 5% of Comcast's cable service revenues. The agreement includes several revenue-protecting provisions, such as broader definitions of "gross revenue" and a revised method for calculating PEG support, shifting from a per-subscriber fee to a percentage of gross revenues. These changes are intended to help mitigate the decline in franchise revenues resulting from the ongoing trend of cable cord cutting. Grants are not being considered for this project, as the franchise structure and associated revenue streams are governed by federal and state law and are not eligible for such funding.

Equity Lens
The renewed agreement preserves access to PEG channels, including an option for an HD upgrade, ensuring community members continue to benefit from free, locally relevant programming. Customer service standards adopted from CCUA support equitable treatment for subscribers.

Staff Recommendation
Staff recommends approval of the proposed 10-year franchise agreement with Comcast. The agreement maintains the Town's regulatory authority, improves revenue tracking, secures ongoing PEG support, and reflects updated legal and market conditions in a way that meets the Town's organizational needs.

Wilson Williams Fellman Dittman

ATTORNEY CLIENT PRIVILEGED MEMORANDUM

To: Hon. Mayor Kelly Owens and Members of Town Council for the Town of Breckenridge, Colorado

From: Wilson D. Scarbary, Special Counsel

Date: June 13, 2025

Subject: Renewal of Comcast Franchise

I. Introduction

The Town of Breckenridge's (the "Town") current franchise agreement with Comcast expires on June 29, 2024, and together with Town staff we have negotiated a new franchise agreement that will continue for a term of 10 years. This memorandum presents an overview of the cable franchising process, and a summary of the new or changed provisions that will be included in the renewed franchise.

II. The Cable Franchising Process

A cable franchise is a contract between the cable operator and the local government that the cable operator serves. In consideration for the cable operator's right to locate its facilities in the public rights of way, the Town requires the cable operator to enter into a franchise agreement. While federal law requires a company providing cable service to have a franchise, it also places limitations on what issues can be addressed in that franchise, and the kinds of consideration that the Town can require.

Under federal law, a cable operator is entitled to a franchise renewal if it offers and has the legal, technical, and financial ability to comply with a franchise agreement that meets the future cable-related needs of the community. Since Comcast clearly has the legal, technical and financial capability to comply with almost any franchise condition, the foundational question becomes whether Comcast will agree to a franchise document that will meet the Town's future cable-related needs. Most franchise agreements focus on key issues such as public, educational and governmental ("PEG") access channels, Town local control of its rights-of-ways, cable operator compliance with various safety codes, and other cable operator compliance obligations with the franchise, particularly its financial obligations.

As you may know, the Town is a member of the Summit County Telecommunications Consortium ("SCTC"), which is primarily responsible for managing and producing PEG content on behalf of the Town and other member communities. The Town's current franchise is based on a model franchise in common for all SCTC members, which itself is based on a model franchise negotiated by the Colorado Communications and Utility Alliance ("CCUA"). The model franchise has continued to evolve since 2020, and the Town's renewed franchise reflects these changes in which we have sought to balance Comcast's requests with the common needs of all SCTC members as well as the Town's specific needs.

III. The Town's Regulatory Authority Under the Cable Act and the New Franchise

Gross Revenues and Franchise Fees

The franchise addresses only the provision of cable (video) service within the Town. The Town is preempted under state law from requiring a franchise or from collecting franchise fees or other consideration from Comcast or other entities related to the provision of internet and telephone services. Moreover, under federal law, the Town may only collect franchise fees on the portion of Comcast's business that is derived from cable television. In other words, while Comcast provides a variety of services (cable television, internet, telephone) via the same facilities located in Town rights-of-way, the Town may only impose a franchise fee on Comcast's cable television revenues from those facilities. This fee is legally capped at 5% of Comcast's cable service gross revenues, however the Town may additionally impose other conditions and in-kind contributions such as requiring the provision of channel capacity for PEG programming and providing funds to support PEG capital costs.

Under the new franchise, we have negotiated an updated definition of "cable services" which are subject to Comcast's franchise obligations. As noted above, the Town may only impose the 5% franchise fees on Comcast's "cable services" and cannot impose fees on other services offered by Comcast within the Town. Comcast currently offers a number of different video services packages on a spectrum ranging from traditional, linear cable television to on-demand video packages (including streaming services such as Netflix and Peacock). As with all local franchising authorities, as more subscribers "cut the cord" by cancelling their cable packages and instead subscribe to streaming packages, the Town is seeing its franchise fee revenues slowly decline. While Comcast was unwilling to agree to a new definition of "cable services" that includes some of these new on-demand or streaming video packages – and there is still significant ambiguity under federal law whether these other video packages fall within the definition of "cable services" – the new franchise includes an updated definition which ensures that the Town is collecting franchise fees on any video packages that are delivered via the cable system, as opposed to those delivered via internet protocol. Additionally, we have negotiated a broader definition of Comcast's "gross revenues" derived from cable services to maximize the franchise fees the Town is entitled to collect. These changes should ideally slow the decrease in the Town's franchise fee revenues from cord cutting, but will likely not stop the bleeding entirely.

The franchise additionally allows the Town to conduct an audit or financial review no more than once per calendar year to determine whether Comcast is accurately reporting and remitting the correct amount of gross revenues and franchise fees. If this audit or financial review reveals that Comcast has underpaid by 5% or more, the Town is entitled to recover part of the cost of the review, in addition to any unpaid franchise fees. Under the Town's previous franchise, the Town could recover up to $5000 per year of review in costs incurred in undertaking the review. Because, as with all things, the charges for retaining these experts have increased, we negotiated an increase which provides for Town costs to be reimbursed for up to $7500 per year of audit.

As a final note on franchise fees, in August 2019 the Federal Communications Commission ("FCC") adopted an order addressing franchise fees which dramatically changed the way the Cable Act has been interpreted since its original passage over 35 years ago. The FCC determined that many non-monetary franchise benefits – or "in-kind" benefits – which had never before been considered as part of the franchise fee, should be considered franchise fees and subject to the cap of no more than 5% of the cable operator's gross revenues. The FCC order held that the retail value of the complementary cable service that Comcast has traditionally provided in public buildings, as well as the value of some other franchise benefits, should be deducted from the franchise fee payment of 5% of gross revenues – or alternatively, should be paid for separately by the local government granting the franchise. This order was largely upheld by the 6th Circuit Court of Appeals in 2021. However, the Court rejected the FCC's determination that local governments must pay fair market value to cable operators for such contributions, finding that "noncash cable-related exactions should be assigned a value equal to the cable operator's marginal cost in providing them." We believe, based on experience working with others familiar with cable system operations, that a cable operator's cost to provide free service to public buildings (where a standard connection is available) is nominal. Similarly, some in our field are already speculating that it will be difficult for cable operators to demonstrate any significant "marginal costs" of providing transport of PEG signals through an existing connection. While valuation of marginal costs will most likely be the subject of much future debate between the parties, local franchising authority leverage in negotiations has been greatly improved with this part of the court ruling.

Support for PEG Operations

As with the prior franchise agreement, Comcast is required to provide support for the Town's PEG programming and content. As mentioned earlier, the Town's PEG content is managed and produced through SCTC. As part of the franchise renewal process, we consulted with SCTC staff to ensure that the organization's needs regarding support for PEG programming continue to be supported under the renewed franchise. SCTC will continue to receive channel capacity for three PEG channels, including two standard definition (SD) and one high definition (HD) channel. While this continues under the new franchise, we have negotiated an option for the Town to convert one of the SD channels to HD upon 120 days' notice to Comcast, at no additional charge. Additionally, the franchise requires that these channels and Comcast's cable system generally comply with technical specifications that are set at the federal level. These technical requirements and regulations have changed since the current franchise became effective and the new franchise is modified to reflect these changes.

The prior franchise required Comcast to collect from subscribers and remit to the Town a fee of $0.50 per cable subscription per month which could be used by the Town to fund PEG capital costs. In our work with other communities, we have seen a marked decline in these support fees as more subscribers cut the cord, resulting in a steady decline in PEG fees. To slow the decrease in PEG fees, we have negotiated a new method of calculating PEG fees which is based on a percentage of Comcast's gross revenues. The idea behind this change is that while Comcast's gross revenues are decreasing, the decline in gross revenues is slower compared to the decline in total subscribers, because as more users cut the cord Comcast increases the cost of the cable offerings. To determine the appropriate percentage of Comcast's gross revenues, we worked with SCTC staff and Comcast to review the past five years of franchise revenues and PEG fees to determine and negotiate an appropriate percentage for the PEG capital support fees.

Regulation of Comcast by the Town

Generally speaking, the Town can regulate or require commitments from Comcast in two key areas: (1) generally applicable police regulations, particularly concerning access to and work within public rights-of-way; and (2) ensuring the Comcast's services meet the "future cable related needs" of the community. Beyond these two areas, the Town is generally preempted or prohibited from regulating Comcast's rates, services, and business practices. Additionally, federal law requires that the Town treat Comcast and similarly situated telecommunications providers – which includes any entity which competes with Comcast's cable, internet, voice, or other services – in a competitively neutral and non-discriminatory manner.

Pursuant to local police power, the Town may require a cable operator to obtain generally applicable permits related to things like construction and safety. The renewed franchise aligns with the past franchise and requires Comcast to comply with all applicable safety regulations and construction codes or standards for work within the rights-of-way. The renewed franchise also includes a new definition of "rights-of-way" which clarifies that certain public property includes parks, trails, and open spaces are not included within the definition of rights-of-way, unless there is a preexisting public utility easement located on the subject property.

Additionally, the new franchise reserves the Town's right to adopt ordinances necessary to protect public safety, health, and welfare, and to notes that "[A]ny conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the latter." This new language is the result of negotiations with Comcast in other jurisdictions, where Comcast had proposed language that would have limited the primacy of the franchising authority's police powers, and we rejected that language. The new franchise also recognizes Comcast's ability to challenge (and the Town's right to defend) any ordinances that Comcast believes are not a valid exercise of the Town's police powers. While we believe that such language is unnecessary (as it merely enumerates existing law), it is our opinion that Comcast's updated request does not limit a future Town Council's ability to exercise its legislative authority.

Regarding the cable-related needs of the community, the Town can require that general categories of programming – such as national and local news, sports, movies, etc. – but cannot require that Comcast carry specific channels or programming. In light of the carriage dispute between Comcast and Altitude TV (who owns the broadcast rights for the Denver Nuggets and the Colorado Avalanche), in newer franchises we have negotiated language for the general programming categories that now includes separate categories for "Colorado sports" and "National and international" sports. While this new language cannot force Comcast to carry Altitude TV or any specific channel, we nevertheless sought this language to demonstrate to Comcast that providing access to Colorado sports content is an important cable-related need for the Town and its citizens. Finally, it should be noted that the FCC is currently conducting a rulemaking that could require Comcast or other cable providers to issue refunds or rebates to consumers in the event of a channel blackout like the Altitude TV dispute.

While the Cable Act only allows the Town to require general categories of programming, in Colorado historically, Comcast has been willing to commit to provide a specific number of channels in a community. In the Town's last franchise, Comcast committed to provide at least 110 channels; and in franchise negotiations completed last year, Comcast has committed to provide up to 150

channels. In this most recent round of negotiations, Comcast initially requested removing this channel guarantee altogether, citing uncertainty regarding market conditions which they argue makes it difficult to commit to providing that number of channels over the 10-year term of this next franchise. Ultimately, we have negotiated updated language where Comcast agrees to provide the minimum of: (a) 100 channels; or (b) the maximum number of channels provided which are provided to any other community in Colorado; and (c) Comcast reserves the right to seek a modification of these obligations if they can demonstrate that market conditions no longer make these commitments practical, which is a right they already have under federal law.

Finally, the Town has some limited authority to impose customer service standards on Comcast's provision of cable services. There are very limited standards that have been adopted on the federal level. Federal law has changed since the original passage of the Cable Act and no longer allows a locality to regulate cable rates. Locally, the CCUA has adopted and periodically updated model customer service standards that provide greater ability for a local franchising authority to oversee consumer issues related to cable. In the past, the Town has adopted the CCUA customer service standards which were last updated in 2014, and the new franchise maintains the CCUA standards in effect.

We look forward to discussing the franchise, and answering any questions you may have at the upcoming Town Council meeting on July 8.

ORDINANCE NO. 11

Series 2025

AN ORDINANCE APPROVING THE GRANT OF A CABLE FRANCHISE TO COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC., AND APPROVING A CABLE FRANCHISE AGREEMENT BETWEEN COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC. AND THE TOWN OF BRECKENRIDGE, COLORADO

WHEREAS, pursuant to the Home Rule Charter of the Town of Breckenridge, Colorado (the "Charter"), the Breckenridge Town Code (the "Code"), and the authority granted to home-rule municipalities under the Colorado Constitution, the Town of Breckenridge, Colorado (the "Town") may adopt and amend ordinances;

WHEREAS**,** pursuant to Chapter 12 of the Code, the Town may grant nonexclusive franchises to cable television providers;

WHEREAS, Town is authorized generally pursuant to Article XX of the Colorado Constitution, as well as C.R.S § 31-15-702, to regulate and manage the use, maintenance, and repair of public streets, roads, sidewalks, and public places under its jurisdiction;

WHEREAS, the Town previously granted a non-exclusive franchise for the construction, maintenance, and operation of a cable television system within the Town to Comcast of Colorado V, LLC, locally known as Comcast ("Comcast");

WHEREAS, Comcast of California/Colorado/Florida/Oregon, Inc., is the successor in interest to Comcast of Colorado V, referred to herein as Comcast, is agreeable to continue providing cable television service in Town;

WHEREAS, Comcast seeks a new cable television franchise, and a proposed new Cable Franchise Agreement acceptable to both the Town and Comcast has been prepared (the "Agreement"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference;

WHEREAS, the Town has reviewed Comcast's performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the Town and its citizens, has considered the financial, technical, and legal qualifications of Comcast, and has determined that Comcast plans for operating and maintaining its Cable Systems are adequate, in a full public proceeding affording due process to all parties;

WHEREAS, the public has had adequate notice and opportunity to comment on Comcast's proposal to provide cable television service within the Town;

WHEREAS, the Town has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, and reliability of cable systems in its jurisdiction, the availability of local programming and quality customer service;

WHEREAS, diversity in cable service programming is an important policy goal and Comcast's cable system should offer a wide range of programming services;

WHEREAS, the Town Council for the Town of Breckenridge (the "Council") has considered this Ordinance authorizing the cable television system franchise and the Agreement;

WHEREAS, the Council hereby finds that the public has had adequate notice and opportunity to comment upon the proposed cable television system franchise and the Agreement;

WHEREAS, the Council hereby finds that it serves the public interest of the citizens of the Town to grant a cable television franchise to Comcast pursuant to the terms of the Agreement;

WHEREAS, the Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

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

Section 1. Grant of Franchise. The Town of Breckenridge hereby grants to Comcast of California/Colorado/Florida/Oregon, Inc., effective July 10, 2025, a nonexclusive Cable Franchise subject to the terms and conditions set forth in the attached Cable Franchise Agreement between Comcast of California/Colorado/Florida/Oregon, Inc., and the Town of Breckenridge, Colorado.

Section 2. Franchise Agreement. The Town of Breckenridge hereby approves and adopts the attached Cable Franchise Agreement Comcast of California/Colorado/Florida/Oregon, Inc., and the Town of Breckenridge. The Cable Franchise Agreement shall be available for public inspection during normal business hours from the Town Clerk at the offices of the Town of Breckenridge, Colorado.

Section 3. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of

this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 4. To the extent only that they conflict with this ordinance, the Council repeals any conflicting ordinances or parts of ordinances. The provisions of this ordinance are severable, and invalidity of any part shall not affect the validity or effectiveness of the rest of this ordinance.

Section 5. This ordinance will become effective in accordance with Section 5.9 of the Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND OREDERED PUBLISHED IN FULL THIS 24th DAY OF JUNE, 2025.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED THIS _____DAY OF _____, 2025.

TOWN OF BRECKENRIDGE

_____
Kelly Owens, Mayor

ATTEST:

_____
Mae Watson
Town Clerk

APPROVED AS TO FORM:

_____

Town Attorney

COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC. AND THE TOWN OF BRECKENRIDGE, COLORADO

CABLE FRANCHISE AGREEMENT

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COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC., AND TOWN OF BRECKENRIDGE, COLORADO

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Access" means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including the Town and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

a. "Public Access" means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

b. "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

c. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 "Affiliate" when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 "Applicable Law" means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.6 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 "Broadcast Channel" means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC §§ 534 and 535.

1.9 "Broadcast Signal" means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.10 "Cable Act" means the Title VI of the Communications Act of 1934, as amended.

1.11 "Cable Operator" means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 "Cable Service" means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 "Cable System" means any facility, including Grantee's, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. §§ 201 *et seq*.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 "Channel" means a portion of the electromagnetic frequency spectrum which is used in

the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 "Colorado Communications and Utility Alliance" or "CCUA" means the non-profit entity formed by franchising authorities or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively."

1.16 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.

1.17 "Designated Access Provider" means the entity or entities designated now or in the future by the Town to manage or co-manage Access Channels and facilities. The Town may be a Designated Access Provider.

1.18 "Digital Starter Service" means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.19 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.20 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.21 "FCC" means the Federal Communications Commission.

1.22 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.23 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Town and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.24 "Franchise Area" means the area within the jurisdictional boundaries of the Town, including any areas annexed by the Town during the term of this Franchise.

1.25 "Franchise Fee" means that fee payable to the Town described in subsection 3.1 (A).

1.26 "Grantee" means Comcast of California/Colorado/Florida/Oregon, Inc., or its lawful successor, transferee or assignee.

1.27 "Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee's Cable System to provide Cable Services within the Town. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;

- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Town;

- converter, remote control, and other Cable Service equipment rentals, leases, or sales;

- Advertising Revenues as defined herein;

- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;

- revenues from program guides;

- Franchise Fees;

- FCC Regulatory Fees; and,

- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the Town.

(A) "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Grantee's Cable System subscribers within the Town and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the Town allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) "Gross Revenues" shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;

- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;

- fees imposed by any municipality, state or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;

- launch fees and marketing co-op fees; and,

- unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Town. The Town reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.27 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the Town within three (3) months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.27(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the Town reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF or the SEC.

1.28 "Headend" means any facility for signal reception and dissemination on a Cable System,

including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.29 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.30 "Manager" means the Town Manager of the Town or designee.

1.31 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.32 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.33 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.34 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.35 "State" means the State of Colorado.

1.36 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.37 "Subscriber Network" means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.38 "Summit County Telecommunication Consortium" or "SCTC" means the intergovernmental entity formed by the franchising authorities and local governments from the Towns of Breckenridge, Dillon, Frisco, Keystone, Silverthorne and Summit County, Colorado or the SCTC's successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.39 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the

information as sent and received (as provided in 47 U.S.C. § 153(43)).

1.40 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. § 153(46)).

1.41 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.42 "Town" is the Town of Breckenridge, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.43 "Town Council" means the Breckenridge Town Council, or its successor, the governing body of the Town of Breckenridge, Colorado.

1.44 "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.45 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

1) ***Exhibit A,*** entitled Customer Service Standards.

2) ***Exhibit B,*** entitled Report Form.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Town hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Town to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Town ordinance existing as of the Effective Date, as defined in Section 2.3.

(C) Every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the Town, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the Town, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Town may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Town from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town that may be required by the ordinances and laws of the Town;

(2) Any permit, agreement, or authorization required by the Town for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Town or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the Town's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town. Grantee, through this

Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Town's Rights-of-Way in compliance with all applicable Town construction codes and procedures. As trustee for the public, the Town is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow Town established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Town's role in protecting public health, safety and welfare, the Town may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Town's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Town, or which is installed without prior Town approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on July 10, 2025 (the "Effective Date"), and shall terminate on July 10, 2035 unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Town to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Town to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Town may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the Town deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Town to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Town or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Town shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power. The Grantee reserves the right to challenge any ordinance(s) it believes are not a generally applicable exercise

of the Town's police powers. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Town reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Town. If the Town grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the Town agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include without limitation: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6(A) shall only be initiated by written notice by the Grantee to the Town regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6(B), the Town and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Town and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6(C), or if the Town and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Town grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to

meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the Town shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A)-(D) to the contrary, the Town shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the Town.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Town, then:

(1) Grantee may negotiate with the Town to seek Franchise modifications as per Section 2.6 (C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Town's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Town's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Town, throughout the duration of and consistent with this Franchise, an amount equal to 5% of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Town shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 45 days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Town that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Town may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Town, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within 60 days after the end of each year, furnish to the Town a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon 30 days prior written notice, the Town, including the Town's Auditor or their authorized representative, or the SCTC, as assigned by the Town, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. An audit conducted by the SCTC pursuant to this section may be joined with an audit/review of Grantee's records being conducted by another SCTC community related to the administration or enforcement of its cable franchise agreement

with Grantee. Pursuant to Section 1.27, as part of the Franchise Fee audit/review the Town shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Town subscribers during the audit period. To the extent that the Town does not believe that the relevant data supplied is sufficient for the Town to complete its audit/review, the Town may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Town to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by 5% or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Town related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed $7,500 for each year of the audit period for all SCTC communities combined. The Town's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire 3 years after each Franchise Fee payment has been made to the Town.

3.7 Late Payments

In the event any payment due quarterly is not received within 30 days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Town receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the 8% per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Town.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Town through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Town's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The Parties acknowledge that, at present, applicable federal law limits the Town to collection of a maximum permissible Franchise Fee of 5% of Gross Revenues. In the event that at any time during the duration of this Franchise, the Town is authorized to collect an amount in

excess of 5% of Gross Revenues, then the Town and Grantee may enter into negotiations to amend this Franchise pursuant to Section 4.7.

3.11 Additional Commitments Not Franchise Fee Payments

(A) The PEG Capital Contribution pursuant to Section 9.6, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Town and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The Town likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments such as complimentary Cable Service, against Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the Town with advance written notice. Such notice shall document the proposed offset or service charges so that the Town can make an informed decision as to its course of action. Upon receipt of such notice, the Town shall have up to 120 days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) Grantee's notice pursuant to Section 3.11(A) shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated; and (5) if applicable, provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C. § 542(e). Nothing in this Section 3.11(B) shall be construed to extend the 120-day time period for the Town to make its election under Section 3.11(A); provided, however, that any disagreements or disputes over whether sufficient information has been provided pursuant to this Paragraph (B) may be addressed under Sections 13.1 or 13.2 of this Franchise.

(C) Upon receipt of Grantee's written notice as provided in Section 3.11 (B), the Town and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a 120-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the

Town and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include those modifications.

(D) If the Parties are unable to reach agreement on any Franchise Fee offset issue within 120 days or such other time as the parties may mutually agree, each party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The Town acknowledges that Grantee currently provides one outlet of Basic Service and Digital Starter Service and associated equipment to certain Town-owned and occupied or leased and occupied buildings, and fire stations located in areas where Grantee provides Cable Service. Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary and may be terminated by Grantee at its sole discretion.

(1) Grantee's termination of complimentary services provided shall be pursuant to the provisions of Section 3.11(A)-(E) above. The Town may make a separate election for each account or line of service identified in the notice (for example, the Town may choose to accept certain services or accounts as offsets to Franchise Fees and discontinue other services or accounts), so long as all elections are made within 120 days. Grantee shall also provide written notice to each entity that is currently receiving complimentary services with copies of those notice(s) sent to the Town.

(2) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The Town likewise reserves all rights it has under Applicable Law.

(F) The Parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311. Should there be a new Order in the 621 Proceeding, or any other change in Applicable Law, which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the Town's regulatory authority over the use of the rights-of-way by the Grantee, the Parties shall, within 120 days of written notice from the Town, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the Town's regulatory authority.

3.12 Tax Liability

The Franchise Fees shall be in addition to any taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Town, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the

business, occupation, property or income of Grantee that may be lawfully imposed by the Town. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the Town upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Town deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Town within 90 calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Town reserves the right to satisfy any remaining financial obligations of the Grantee to the Town by utilizing the funds available in the letter of credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Town shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Federal, State and local law, to any agent including without limitation the SCTC, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Town's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Town to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable

Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Town a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Town, Grantee shall provide a complete schedule of current rates and charges for all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross-Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross-subsidization.

4.6 Reserved Authority

Both Grantee and the Town reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within 30 days of receipt of notice, the Town and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Town Council for its approval. If so approved by the Town Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.8 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Town's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

4.9 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the Town. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the Town and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the Town to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the Town with its proposed plan for remediation, including the timing for such cure.

4.10 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Town to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the Town, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Town while conducting its defense of the Town. Grantee shall not be obligated to indemnify the Town to the extent of the Town's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the Town for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Town arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Town.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the Town harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the Town in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the Town or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Town may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees,

expenses or other costs that Town may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Section 5.1(F) is required. In that event the provisions of Section 5.1(F) shall govern Grantee's responsibility for Town's/ /Town's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Town without the Town's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Town and the counsel selected by Grantee to represent the Town, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Town in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and Town desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Town shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Town's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Town Attorney or their assistants or any employees of the Town or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. § 24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than $2,000,000.00 per occurrence and $5,000,000.00 general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the Town, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the Town, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of $1,000,000.00 each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. The policy shall contain a severability of interests provision.

(3) Statutory workers' compensation and employer's liability insurance in an

amount of $1,000,000 each accident/disease/policy limit.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without 30 days' written notice first provided to the Town, via certified mail, and 10 days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least 1 year after expiration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the Town.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Town, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Town, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the Town with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the Town certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and Town, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the Town.

5.4 Letter of Credit

(A) If there is a claim by the Town of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Town may require and Grantee shall establish and provide within 30 days from receiving notice from the Town, to the Town as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Town in the amount of $10,000.

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at $10,000 until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the Town as set forth in Subsections 5.4 (A) and (B) above, if the Town is a member of SCTC, and if Grantee provides a Letter of Credit to SCTC in an amount agreed to between Grantee and SCTC for the benefit of its members, in order to collectively address claims reference in 5.4 (A), Grantee shall not be required to provide a separate Letter of Credit to the Town.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Town for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the Town sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the Town to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the Town, as the same may be amended from time to time by the Town Council acting by ordinance or resolution.

(E) The Town shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within 7 days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the Town Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Town erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the Town, as the same may be amended from time to time by the Town Council in its sole discretion, acting by ordinance or resolution. Any requirement in Customer Service Standards for a "local" telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in Applicable Law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Town a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to Town

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Town in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within 60 days after written request from the Town, Grantee shall place the Town's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Town. The Town, including the Town's Auditor or their authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Town access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The Town may, in writing, request copies of any such records or books and Grantee shall provide such copies within 30 days of the transmittal of such request. One copy of all reports and records required under this or any other subsection shall be furnished to the Town, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within 10 days, that the Town inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the Town upon written request as set forth above, and if the Town determines that an examination of such records is necessary or appropriate for the performance of any of the Town's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The Town agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the Town aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Town believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the Town receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the Town shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Town agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the Town for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the Town upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Town's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Town. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous 12 months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Town is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within 60 days of the Town's written request, Grantee shall submit to the Town a written report, in a form acceptable to the Town, which shall include, but not necessarily be limited to, the following information for the Town:

(A) A Gross Revenue statement, as required by Section 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the Town's request for these annual reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the Town to the contrary.

7.5 Copies of Federal and State Reports

Within 30 days of a written request, Grantee shall submit to the Town copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Town. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the Town during normal business hours at Grantee's local business office.

(B) Within 30 days of a written request, Grantee shall provide the Town a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

(1) A summary of service calls, identifying the number and nature of the requests and their disposition;

(2) A log of all service interruptions;

(3) A summary of customer complaints referred by the Town to Grantee; and,

(4) Such other information as reasonably requested by the Town.

The parties agree that the Town's request for these summary reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the Town to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the Town may reasonably request (not including clerical errors or errors made in good faith), may, at the Town 's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the Town under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

(A) Educational programming;

(B) Colorado news, weather and information;

(C) National and international news, weather and information;

(D) Colorado sports;

(E) National and international sports;

(F) Sports;

(G) General entertainment (including movies);

(H) Children/family-oriented;

(I) Arts, culture and performing arts;

(J) Foreign language;

(K) Science/documentary;

(L) Public, Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Town.

(B) In the event of a modification proceeding under federal law, the mix and quality

of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the Town, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for 4 consecutive days without prior approval of the Manager, or without just cause, the Town may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the Town or a permanent Cable Operator is selected. If the Town is required to fulfill this obligation for Grantee, Grantee shall reimburse the Town for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for People with Disabilities

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

8.7 Ascertainment of Programming and Customer Satisfaction

Upon written request of the Town, the Grantee shall provide to the Town written questions that it intends to use in formal upcoming customer ascertainments, if any, to survey community-wide views of cable operations, customer-service issues and programming issues within the Franchise Area. The Town may suggest new or modified questions to such formal community-wide ascertainment, which the Grantee, in the reasonable exercise of its discretion, may add to the next formal community-wide ascertainment it conducts. Upon completion of the next formal community-wide ascertainment of Subscribers in the Town, Grantee shall provide the results from any portion of such survey that addresses customer satisfaction and/or programming issues. Nothing herein shall be construed to limit the right of the Town to conduct its own surveys at its own expense.

SECTION 9. ACCESS

9.1 Designated Access Providers

(A) The Town shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such "Access Facilities" includes the Channels, services, facilities, equipment, technical components and financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access ("PEG" or "PEG Access"). At the commencement of the Term of this Franchise, the Town is authorizing the SCTC as its Designated Access Provider for all Access purposes as permitted in this Franchise and Applicable Law.

(B) Grantee shall cooperate with Town in Town's efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

9.2 Channel Capacity and Use

(A) Grantee shall make available to SCTC 3 Downstream Channels for PEG use as provided for in this Section. The Downstream Channels allocated under this Section are the same common channels that Grantee shall make available to all member communities of the SCTC. It is intended that these 3 common Downstream Channels will be used for the provision of programming to subscribers of PEG programming by the Town and the individual

jurisdictions and educational institutions within the SCTC.

(B) Grantee shall have the right to temporarily use any Channel, or portion thereof, which is allocated under this Section for Public, Educational, or Governmental Access use, within sixty 60 days after a written request for such use is submitted to Town, if such Channel is not "fully utilized" as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a 6-month period. Programming that is repeated on an Access Channel up to two times per day shall be considered "unduplicated programming." Character-generated programming shall be included for purposes of this subsection but may be counted towards the total average hours only with respect to 2 Channels provided to Town. If a Channel allocated for Public, Educational, or Governmental Access use will be used by Grantee in accordance with the terms of this subsection, the institution to which the Channel has been allocated shall have the right to require the return of the Channel or portion thereof. Town shall request return of such Channel space by delivering written notice to Grantee stating that the institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this subsection. In such event, the Channel or portion thereof shall be returned to such institution within 60 days after receipt by Grantee of such written notice.

(C) Standard Definition ("SD") Digital Access Channels.

(1) Grantee shall provide to the SCTC 2 common Activated Downstream Channels for PEG Access use in a standard definition ("SD") digital format in Grantee's Basic Service ("SD Access Channel"). Grantee shall carry all components of the SD Access Channel Signals provided by a Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. A Designated Access Provider shall be responsible for providing the SD Access Channel Signal in an SD format to the demarcation point at the designated point of origination for the SD Access Channel. Grantee shall transport and distribute the SD Access Channel signal on its Cable System and shall not unreasonably discriminate against SD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards.

(2) With respect to signal quality, Grantee shall not be required to carry a SD Access Channel in a higher quality format than that of the SD Access Channel signal delivered to Grantee, but Grantee shall distribute the SD Access Channel signal without degradation. Upon reasonable written request by a Designated Access Provider, Grantee shall verify signal delivery to Subscribers with the Designated Access Provider, consistent with the requirements of this Section 9.2(C).

(3) Grantee shall be responsible for costs associated with the transmission of SD Access signals on its side of the demarcation point which for the purposes of this Section 9.2 (C)(3), shall mean up to and including the modulator where the Town signal is converted into a format to be transmitted over a fiber connection to Grantee. The

Town or Designated Access Provider shall be responsible for costs associated with SD Access signal transmission on its side of the demarcation point.

(4) SD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which SD channels are made available. Grantee is not required to provide free SD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(D) High Definition ("HD") Digital Access Channels.

(1) Grantee shall continue to provide 1 activated HD access channel. After the Effective Date and within 120 days of written notice, Grantee shall activate 1 additional HD Access Channel, for which SCTC may provide Access Channel signals in HD format to the demarcation point at the designated point of origination for the Access Channel. Activation of HD Access Channels shall only occur after the following conditions are satisfied:

(a) The Town shall, in its written notice to Grantee as provided for in this Section, confirm that the SCTC or its Designated Access Provider has the capabilities to produce, has been producing and will produce programming in an HD format for the newly activated HD Access Channel(s); and,

(b) There will be a minimum of 5 hours per-day, five days per-week of HD PEG programming available for each HD Access Channel.

(2) The Town shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channel. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720 or 1080, or such other resolution in this same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

(3) Grantee shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards. With respect to signal quality, Grantee shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access Channel signal delivered to Grantee, but Grantee shall distribute the HD Access Channel signal without degradation. Grantee shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the Town, Grantee shall verify signal delivery to Subscribers with the Town, consistent with the requirements of this Section 9.2(D).

(4) HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(5) The Town or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(6) Grantee shall cooperate with the Town to procure and provide, at Town's cost, all necessary transmission equipment from the Designated Access Provider channel origination point, at Grantee's headend and through Grantee's distribution system, in order to deliver the HD Access Channels. The Town shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Grantee to receive and distribute the HD Access Channel signal, or for the cost of any resulting upgrades to the video return line. The Town and Grantee agree that such expense of acquiring and installing the transmission equipment or upgrades to the video return line qualifies as a capital cost for PEG Facilities within the meaning of the Cable Act 47 U.S.C.A. § 542(g)(20)(C), and therefore is an appropriate use of revenues derived from those PEG Capital fees provided for in this Franchise.

(E) Grantee shall continue to carry the existing HD Access Channel provided for in Section 9.2(D) in high-definition format on the Cable System, in addition to simultaneously carrying in standard definition format the SD Access Channels provided pursuant to Subsection 9.2(C). At such time as Grantee activates the second common HD Access Channel, the number of common SD Access Channels Grantee is obligated to provide to the SCTC in Section 9.2(C) shall be reduced from 2 to 1.

(F) There shall be no restriction on Grantee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the Town believes that Grantee fails to meet this standard, Town will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

9.3 Access Channel Assignments

Grantee will use reasonable efforts to minimize the movement of SD and HD Access Channel assignments. Grantee shall also use reasonable efforts to institute common SD and HD Access Channel assignments among the SCTC members served by the same Headend as Town for compatible Access programming, for example, assigning all Educational Access Channels programmed by higher education organizations to the same Channel number. In addition,

Grantee will make reasonable efforts to locate HD Access Channels provided pursuant to Subsection 9.2(D) in a location on its HD Channel line-up that is easily accessible to Subscribers.

9.4 Relocation of Access Channels

Grantee shall provide Town a minimum of 60 days' notice, and use its best efforts to provide 120 days' notice, prior to the time Public, Educational, and Governmental Access Channel designations are changed.

9.5 Support for Access Costs

During the term of this Franchise, within 120 days of a written request from the Town, Grantee shall provide to the Town up to 0.20 of one percent (0.0020%) of Grantee's Gross Revenues per month (the "Access Contribution") to be used solely for capital costs related to Public, Educational and Governmental Access, or as may be permitted by Applicable Law. Grantee shall make Access Contribution payments quarterly, following the effective date of this Franchise for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than 45 days following the end of the quarter. The Town shall have sole discretion to allocate the expenditure of such payments for any capital costs related to Access.

9.6 Access Support Not Franchise Fees

Grantee agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to Town. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than 5% of Grantee's Gross Revenues in any 12-month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

9.6 Access Channels On Basic Service or Lowest Priced HD Service Tier

All SD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of Basic Service. All HD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of the lowest priced tier of HD Cable Service upon which Grantee provides HD programming content.

9.8 Change In Technology

In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own

expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of Town's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the Town implements a new video delivery technology that is currently offered and can be accommodated on the Grantee's local Cable System then the same provisions above shall apply. If the Town implements a new video delivery technology that is not currently offered on and/or that cannot be accommodated by the Grantee's local Cable System, then the Town shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to the Grantee's headend for distribution to subscribers.

9.9 Technical Quality

Grantee shall maintain all upstream and downstream Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise Agreement and all other applicable laws, rules and regulations for Residential Subscriber Channels. Grantee shall provide routine maintenance for all transmission equipment on its side of the demarcation point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from Town's facilities for the Access Channels provided under this Franchise Agreement. Grantee shall also provide, if requested in advance by the Town, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on the Town's side of the demarcation point. The Town shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment, web-based video on demand servers and web-based video streaming servers. The Town shall also be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Town staff. The Grantee shall be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Grantee's staff. The Town will be responsible for the cost of repairing and replacing any HD PEG Access and web-based video on demand transmission equipment that Grantee maintains that is used exclusively for transmission of the Town's and its Designated Access Providers' HD Access programming.

9.10 Access Cooperation

Town may designate any other jurisdiction which has entered into an agreement with Grantee or an Affiliate of Grantee based upon this Franchise Agreement, any SCTC member, the SCTC, or any combination thereof to receive any Access benefit due Town hereunder, or to share in the use of Access Facilities hereunder. The purpose of this subsection shall be to allow cooperation in the use of Access and the application of any provision under this Section as Town in its sole discretion deems appropriate, and Grantee shall cooperate fully with, and in, any such arrangements by Town.

9.11 Return Lines/Access Origination

(A) Grantee shall continuously maintain the return lines previously constructed and in place as of the Effective Date to the SCTC's facility at 110 Ski Hill Road, Breckenridge,

Colorado, throughout the Term of the Franchise, in order to enable the distribution of Access programming to Residential Subscribers on the Access Channels; provided however that Grantee's maintenance obligations with respect to this location shall cease if a location is no longer used in the future by the Town to originate Access programming.

(B) Grantee shall construct and maintain new Fiber Optic return lines to the Headend from production facilities of new or relocated Designated Access Providers delivering Access programming to Residential Subscribers as requested in writing by the Town. All actual construction costs incurred by Grantee from the nearest interconnection point to the Designated Access Provider shall be paid by the Town or the Designated Access Provider. New return lines shall be completed within 1 year from the request of the Town or its Designated Access Provider, or as otherwise agreed to by the parties. If an emergency situation necessitates movement of production facilities to a new location, the parties shall work together to complete the new return line as soon as reasonably possible.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Town and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the Town, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the Town, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Town.

10.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

10.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply

for, and obtain, appropriate permits from the Town. As part of the permitting process, the Town may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Town permits received by Grantee.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the Town of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) Town Construction Codes. Grantee shall comply with all applicable Town construction codes, including, without limitation, the International Building Code and other building codes, the International Fire Code, the International Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and Town safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the Town regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be

constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Town, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Town's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Town may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Town's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Town may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the Town against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Town arising out of a release of hazardous substances caused by Grantee's Cable System.

10.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Town and to the notification association established in C.R.S. § 9-1.5-105, as such may be amended from time to time.

Within forty-eight (48) hours after any Town bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the Town's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by Ordinance or resolution.

10.14 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the Town or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Town or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the Town's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper Town authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Town or any

other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the Town.

(F) The Grantee and the Town recognize that situations may occur in the future where the Town may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by the Grantee. The Grantee agrees to cooperate with the Town in any construction by the Grantee that involves trenching or boring, provided that the Town has first notified the Grantee in some manner that it is interested in sharing the trenches or bores in the area where the Grantee's construction is occurring. The Grantee shall allow the Town to lay its cable, conduit and Fiber Optic cable in the Grantee's trenches and bores, provided the Town shares in the cost of the trenching and boring on the same terms and conditions as the Grantee and, at that time, shares the total cost of the trenches and bores. The Town shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in the Grantee's trenches and bores under this paragraph.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

> Underground cable drops from the curb shall be buried at a minimum depth of 8 inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least 6 inches.
>
> Feeder and trunk lines shall be buried at a minimum depth of 24 inches.
>
> Fiber Optic cable shall be buried at a minimum depth of 36 inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent

Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the Town which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems. The Town shall give the same notification to Grantee that it gives to any electrical or telephone service companies as set forth in its ordinance.

10.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within 24 hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Town may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Town.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within 72 hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the Town's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by ordinance or resolution.

10.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Town Right-of-

Way, or upon the addition to the Town of any area in which Grantee owns or operates any such facility, Grantee shall, at the Town's request, submit to the Town a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Town's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the Town permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the Town may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Town may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the Town. Until such time as Grantee removes or modifies the facility as directed by the Town, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the Town may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.22 Movement of Cable System Facilities For Town Purposes

The Town shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Town for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Town for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the Town shall provide reasonable notice to Grantee, not to be less than 45 business days, or as otherwise required by Applicable Law, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding $500,000 in expenditures by the Town which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the Town shall provide at least 60 days' written notice to Grantee. Following notice by the Town, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Town. If the Town requires Grantee to relocate its facilities located within the Rights-of-Way, the Town shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If

funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the Town's satisfaction, the Town may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the Town due to Grantee's delay. In such event, the Town shall not be liable for any damage to any portion of Grantee's Cable System. Within 30 days of receipt of an itemized list of those costs, the Grantee shall pay the Town.

10.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Town franchise holder, Grantee shall, after at least 30 days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.25 Reservation of Town Use of Right-of-Way

Nothing in this Franchise shall prevent the Town or public utilities owned, maintained or operated by public entities other than the Town from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.26 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Town's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the Town regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below 30 feet above sidewalk grade until 1-week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at their own expense during this 1-week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from

imminent danger only.

10.27 Inspection of Construction and Facilities

The Town may inspect any of Grantee's facilities, equipment or construction at any time upon at least 24 hours' notice, or, in case of emergency, upon demand without prior notice. The Town shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Town, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Town establishes. The Town has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

10.28 Stop Work

(A) On notice from the Town that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Town, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Town.

(B) The stop work order shall:

(1) Be in writing;

(2) Be given to the Person doing the work, or posted on the work site;

(3) Be sent to Grantee by overnight delivery at the address given herein;

(4) Indicate the nature of the alleged violation or unsafe condition; and

(5) Establish conditions under which work may be resumed.

10.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the Town's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver the greater of 100 Channels or the maximum number of Channels of digital video programming services to Subscribers that Grantee provides to any other jurisdiction in Colorado, provided that the Grantee reserves the right to seek modification of this obligation based on changes in consumer behavior, programming availability, or response to competition, which modification shall not be unreasonably denied upon Grantee showing it continues to provide broad categories of video programming and other services.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the Town's permitting process.

(D) Grantee and Town shall meet, at the Town's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment

(A) The Town may notify Grantee on or after 5 years after the Effective Date, that the Town will conduct a technology assessment of Grantee's Cable System. The technology assessment may include without limitation, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the 15 largest U.S. cable systems owned and operated by Grantee's Parent Corporation and Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the Town to provide necessary non-confidential and proprietary information upon the Town's reasonable request as part of the technology

assessment.

(C) At the discretion of the Town, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Town pursuant to 47 U.S.C. § 546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least 12 hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than 4 hours. This outage plan and evidence of requisite implementation resources shall be presented to the Town no later than 30 days following receipt of a request.

11.4 Emergency Alert Capability

(A) Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the Town shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including without limitation the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Town shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Grantee shall provide to the Town a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the Town with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Town for a period of at least 1 year, and individual Subscriber complaints from the Town for a period of at least 3 years, and make such information available to the Town upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests,

performed by or for Grantee. Copies of such test results will be provided to the Town upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.7 Additional Tests

Where there exists other evidence which in the judgment of the Town casts doubt upon the reliability or technical quality of Cable Service, the Town shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the Town in performing such testing and shall prepare the results and a report, if requested, within 30 days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem which precipitated the special tests;

(B) the Cable System component tested;

(C) the equipment used and procedures employed in testing;

(D) the method, if any, in which such complaint or problem was resolved; and

(E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within 7 days of a request by any Person within the Town. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non standard installations computed according to a non discriminatory methodology for such installations, adopted by Grantee and provided in writing to the Town;

(3) At non discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Section, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other

Dwelling Units in the Town and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The Town acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Customer Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of 45 residences per mile of Cable System plant. If the residential density is less than 45 residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals 45. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro-rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the Town reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Town shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have 30 days from the receipt of such notice to:

(1) respond to the Town, contesting the Town's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Town that Grantee cannot cure the default within the 30 days, because of the nature of the default. In the event the default cannot be cured within 30 days, Grantee shall promptly take all reasonable steps to cure the default and notify the Town in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Town may set a meeting in accordance with paragraph (B) below to determine whether additional time beyond the 30 days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under paragraph (A)(3), or denies the default and requests a

meeting in accordance with (A)(1), or the Town orders a meeting in accordance with paragraph (A)(3), the Town shall set a meeting to investigate said issues or the existence of the alleged default. The Town shall notify Grantee of the meeting in writing and such meeting shall take place no less than 30 days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Town determines that a default exists, the Town reserves the right to seek any remedy that may be available at law or in equity, including without limitation, revocation, and Grantee reserves the right to assert any defenses it may have to the Town's position.

(D) No provision of this Franchise shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.2 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Town may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than 6 months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Town's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.3, below.

(B) In the event that a sale has not been completed in accordance with paragraphs (A)(1) or (A)(2) above, the Town may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Grantee's sole expense within a reasonable period of time as determined by the Town. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by Section 13.3(B) to the Town's satisfaction, after written notice to Grantee, the Town may cause the work to be done

and Grantee shall reimburse the Town for the costs incurred within 30 days after receipt of an itemized list of the costs, or the Town may recover the costs through the letter of credit provided by Grantee.

(D) The Town may seek legal and equitable relief to enforce the provisions of this Franchise.

13.3 Purchase of Cable System

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Town shall have the option to purchase the Cable System.

(B) The Town may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have 30 days from receipt of a written offer from the Town within which to accept or reject the offer.

(C) In any case where the Town elects to purchase the Cable System, the purchase shall be closed within 120 days of the date of the Town's audit of a current profit and loss statement of Grantee. The Town shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the Town would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

13.4 Receivership and Foreclosure

(A) At the option of the Town, subject to Applicable Law, this Franchise may be revoked 120 days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within 120 days of appointment; or

(2) The receivers or trustees have, 120 days after their election or

appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the Town may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked 30 days after service of such notice, unless:

(1) The Town has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Town to assume and be bound by all of the terms and conditions of this Franchise.

13.5 No Monetary Recourse Against the Town

Grantee shall not have any monetary recourse against the Town or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of Applicable Law. The rights of the Town under this Franchise are in addition to, and shall not be read to limit, any immunities the Town may enjoy under Applicable Law.

13.6 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Town, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Town, or until the Franchise is revoked and a new franchisee is selected by the Town; or obtain an injunction requiring the Grantee to continue operations. If the Town is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Town or its designee for all reasonable costs, expenses and damages incurred.

13.7 What Constitutes Abandonment

The Town shall be entitled to exercise its options in Section 13.6 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for 4 consecutive days, unless the Town authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable

Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Town and Grantee agree that any proceedings undertaken by the Town that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of Applicable Law.

(B) In addition to the procedures set forth in said Section 626(a), the Town agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Town agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Town and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Town may grant a renewal thereof. Grantee and Town consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and the Town are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and the Town shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Town, which consent shall be by the Town Council, acting by ordinance or resolution.

(B) The Grantee shall promptly notify the Town of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Town shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Town for its approval of a sale or transfer and furnish all information required by law and the Town.

(D) In seeking the Town's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Town may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Town shall act by ordinance on the request within 120 days of the request, provided it has received all information required by this Franchise or by Applicable Law. The Town and the Grantee may by mutual agreement, at any time, extend the 120-day period. Subject to the foregoing, if the Town fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the Town agree to an extension of time.

(F) Within 30 days of any transfer or sale, if approved or deemed granted by the Town, Grantee shall file with the Town a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Town may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Town in so inquiring. The Town may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of

the Town shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Town and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Town; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Town or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of California/Colorado/Florida/Oregon, Inc.
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

With a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

The Town's address shall be:

Town of Breckenridge
Attn: Town Manager
150 Ski Hill Road
P.O. Box 168
Breckenridge, CO 80424

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Town for all costs incurred in publishing this Franchise, if such publication is required.

16.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the Town at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Town hereafter to enforce the same. Nor shall the waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.10 Jurisdiction

Venue for any judicial dispute between the Town and Grantee arising under or out of this Franchise shall be in Summit County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Breckenridge, Colorado this 10th day of July, 2025.

ATTEST:	TOWN OF BRECKENRIDGE, COLORADO:
Town Clerk	Mayor
APPROVED AS TO FORM:	RECOMMENDED AND APPROVED:
Town Attorney	Town Manager

Accepted and approved this __ day of _____, 2025.

COMCAST OF
CALIFORNIA/COLORADO/FLORIDA/OREGON, INC.

_____

Name/Title: _____

EXHIBIT A: CUSTOMER SERVICE STANDARDS

Introduction

The purpose of the Standards is to establish uniform requirements for the quality of service cable operators are expected to offer their customers in the Town of Breckenridge (the "Franchising Authority") area. The Standards are subject to change from time to time.

The Franchise Authority encourages the Cable Operator to exceed these standards in their day-to-day operations and as such, understands that the Cable Operator may modify their operations in exceeding these standards.

The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993 and customer service standards of cable television service providers operating in Colorado. Based upon the Franchise Authority's assessment of the needs of citizens, the Franchising Authority has adopted, modified and created standards specially tailored to the Franchise Authority, based upon the model standards adopted by the Colorado Communications and Utility Alliance (the "CCUA").

The Standards require the cable operator, in certain circumstances, to post a security fund or letter of credit ensuring Customer Service. The security fund is to be used when the cable company fails to respond to a citizen complaint that the franchising authority determines is valid, and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the Franchising Authority that the security fund will never need to be drawn upon; however, the Franchising Authority believes that some enforcement measures are necessary.

TOWN OF BRECKENRIDGE

CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to

exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the Town of Breckenridge.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include: (A) a facility that serves only to retransmit the

televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration or enforcement of any functions under these Standards.

"Contractor" shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

"Franchising Authority" shall mean the Town of Breckenridge.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean the loss or substantial impairment of picture or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Writing" or "written" as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator shall provide customer service centers/business offices ("Service Centers") which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the Franchise Authority, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote "self-help" tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer's own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12”), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement , and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The “appointment window” alternatives for specific installations, service calls, or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection “appointment window” means the period of time in which the representative of the Cable Operator must arrive at the customer’s location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer’s issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner

consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator's business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

i. Assess the problem within one (1) day of notification;

ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;

iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, “reasonable notice” shall be considered:

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person’s property.

iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the

property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator’s website (and in Spanish, when requested by the customer):

a. Products and services offered by the Cable Operator, including its channel lineup;

b. The Cable Operator's complete range of service options and the prices for these services;

c. The Cable Operator's billing, collection and disconnection policies;

d. Privacy rights of customers;

e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;

f. Use and availability of parental control/lock out device;

g. Special services for customers with disabilities;

h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement

of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure

of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about themselves at the local offices of the Cable Operator or other convenient place within the Franchise Authority designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a

package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services.

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications: (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website "preference center" features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer's monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website "preference center" features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator's website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer's right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator's bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator's bill to the Customer, and on the Cable Operator's website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars ($50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars ($100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remedying Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars ($1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied;

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards;

c. Reverse any decision of the Cable Operator in the matter;

d. Grant a specific solution as determined by the Franchising Authority; or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

EXHIBIT B: REPORT FORM

Comcast
Quarterly Executive Summary - Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending _____, Year
BRECKENRIDGE, COLORADO

Type of Complaint	**Number of Calls**
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
TOTAL	**0**

Compliments	

Memo

To: Town Council
From: Shannon Haynes, Town Manager
Date: July 1, 2025 (for July 8, 2025)
Subject: Manager's Update

Town Council Goals (Check all that apply)

☐ More Boots & Bikes, Less Cars
☐ Deliver a Balanced Year-Round Economy
☒ Organizational Need
☐ Leading Environmental Stewardship
☐ Hometown Feel & Authentic Character

Summary
Since the last Council meeting on June 24th, Town Council members have been provided with responses to questions asked during their last session. No discussions have taken place, and no decisions have been made based on that information. To ensure transparency with the community the information given to the Town Council members is provided in this memorandum.

Background
Below are answers to questions asked by Town Council members during their meeting on June 24th.

Overflow skier parking data

- There were about 24 days when between 350-500 cars were parked
- On 35 days there were over 350 cars parked
  - On 13 of those 35 days, the South Gondola lot garage was NOT full
- On 14 days there were more than 500 cars parked
  - On 3 of those days the S. Gondola lot garage was not full

McCain Solar Garden

- Solar Garden screening is required per code

Update on Dark Sky community contacts

- 595 contacts - 32 (5%) have been positive, 62 (10%) have been negative, and 501 (84%) have been neutral/just asking questions
- Website visit count is up to 94 site visits
- Community members may voluntarily submit their compliance and staff have believe there are about 1,400 noncompliant properties and roughly 1,000 compliant properties

Public outreach/engagement
There has been no targeted public outreach or engagement on these updates.

Financial Implications
There are no financial implications.

Equity Lens
As the intent of this memo is to provide transparency to the community, it meets with the intent of the Equity Lens.

Staff Recommendation
No Council action is necessary.

Memo

To: Town Council

From: Town Staff

Date: 7/1/2025 (for 7/8/2025 work session)

Subject: Public Projects Updates

Broken Lance Culvert Bridge and Drainage Project

This large infrastructure project in the Warrior's Mark neighborhood includes replacing aging culverts that pass the Blue River under Broken Lance Drive with a single-span concrete culvert bridge, replacing water mains, constructing a seepage diversion trench to divert groundwater from the road subgrade, storm sewer installation, bus stop improvements, and reconstruction of the roadway.

Schedule: Construction by Schofield Excavation is ongoing and includes waterline replacement, storm sewer, and groundwater diversion trench installation. Xcel Energy has been onsite performing relocation work along the project corridor. Traffic control plans and detours will be updated frequently as work progresses.

Staff has developed online resources for residents and performed robust public outreach on the project. Staff recently hosted two additional public open houses on June 16 and June 18, 2025 for in-person question/answer sessions on the project. The Town's Communications team is assisting Engineering staff with additional marketing of events and updates for the construction. Staff has created a weekly construction update email that will be sent to residents who have provided their emails to the database. Please visit www.townofbreckenridge.com/brokenlance for construction updates on the project (link also available on www.BreckRoads.com).

Budget: The project includes funding from the Capital Fund and Water Utility Fund.

Project Funding	
Prior Years Budget Rollover	$850,000
2025 CIP	$6,650,000
2025 Water Fund CIP	$3,916,000
TOTAL Funding	$11,416,000

Asphalt and Concrete Repair Project

The asphalt and concrete repair project is an annual project that funds large roadway repairs, generally using a 2" mill and asphalt overlay or full-depth reconstruction when required, and concrete replacement including curb, gutter, sidewalks, and curb ramps. Proposed repair locations for the 2025 project include N. French Street between Park Avenue and Main Street, S. French Street between Washington Avenue and Jefferson Avenue, Washington Avenue, the Main Street/Park Avenue roundabout, Highwood Circle, Settlers Drive, Willow Lane, Red Feather Road, and Tomahawk Lane. Concrete work will include damaged concrete adjacent to the asphalt repairs including upgrades to curb ramps to meet ADA standards, the sidewalk in from of La Cima Mall, and other locations as budget allows.

Schedule: Additional concrete repair is ongoing at the Stephen C. West Ice Arena parking lot and on Flora Dora Drive. Paving in the Ski Hill Road neighborhoods is completed. Please visit www.BreckRoads.com for schedule updates as they become available.

Budget: The project includes funding from the Capital Fund for the asphalt and concrete repairs, as well as funding reserved for upgrades to ROW infrastructure for ADA compliance.

Project Funding	
2025 CIP- Asphalt & Concrete	$3,000,000
2025 CIP- ADA Compliance	$300,000
TOTAL Funding	$3,300,000

Skate Park Expansion

The Skate Park Expansion project is progressing on schedule with an anticipated opening date in September.







Budget:

Project Funding	
2025 CIP	$1,500,000
TOTAL Funding	$3,300,000

Fiber 9600

At the end of December 2024, Allo reported having 1,145 Breckenridge customers, compared to 1,120 on September 30, 2024. This link will show a map of where we have installed fiber in town: ALLO Availability

Four O'clock Road construction is complete and work has moved toward Primrose Path and King's Crown. As of July 1, we have also completed 18 drops to residential customers and 3 drops to businesses. We have completed 5 drops to MDU's so far: Claimjumper (35 units), Victorian Gables (8 units), Blazing Saddles (33 units), Hermit Placer (12 units), and Sawmill Creek (53 units). The Claimjumper, Victorian Gables, and Blazing Saddles are bulk deals with 76 connected units. Hermit Placer was a carry-over from 2024 and is not a bulk deal but has 4 residents with Allo service so far. Sawmill Creek has a drop but has not been internally wired. We are working with them to secure a bulk deal.

Residents and businesses can learn more and sign up for service by navigating to:
https://www.allocommunications.com/locations/breckenridge/

Budget:

Project Funding	
2024 CIP Prior Spending Authority	$25,000
2025 CIP	$2,000,000
TOTAL Funding	$2,025,000

Carter Park Dog Park

Columbine Construction was selected as the dog park contractor through a competitive RFP process. They are expecting to begin construction on the dog park in mid-July.



Budget:

Project Funding	
2024 CIP Prior Spending Authority	$200,000
2025 CIP	$450,000
TOTAL Funding	$650,000

Blue River Pathways Projects

The Blue River Pathways project seeks to revitalize the Blue River corridor and downtown alleys between N. French Street and S. Park Avenue by improving safety, bicycle and pedestrian connectivity, placemaking and river health alongside providing strong community engagement on the project. This project is a complex multi-year planning project that will be followed by various phases of CIP construction projects. The draft master plan approved by the Council in 2024 will be finalized and adopted once structure selection is completed for the pedestrian underpasses and bridges. Current CIP projects underway include the Living Lab Bike Plaza, Recreation Path signage enhancements, Sawmill Lot Pedestrian Connection design, and the Corridor Structure Design project.

Budget:

2025 CIP Project Funding	
Master Plan- Final Draft	$35,000
Sawmill Pedestrian Connection (Design)	$15,000
Rec Path Signage	$150,000
Living Lab Bike Plaza (Schoonover Site)	$100,000
TOTAL Funding	$300,000

Recreation Path Signage

Staff and the design team are working on establishing recommended locations, messaging, and graphics for signage along the Recreation Path in the downtown corridor to facilitate wayfinding to key destinations. We recently met with BTO to gather feedback and coordinate the sign plan with the BTO's current efforts to update the map inserts throughout Town. Staff will present the proposed signage concepts to the Council for feedback at an upcoming work session.

Sawmill Pedestrian Connection

The 2025 CIP includes funding for the design of the east/west pedestrian connection from the existing pedestrian bridge near the S. Gondola Parking Garage to Main Street. Staff is currently reviewing the preliminary design plans and will present the design to the Council for feedback at an upcoming work session.



Corridor Structure Design (Pedestrian Bridges & Underpasses)

The Riverwalk Corridor Structures Design Project, led by Otak, Inc, is a project to design the underpasses and bridges for key crossings of the recreation path in the downtown corridor. Per the Blue River Pathways Master Plan, the crossings being considered are Watson Avenue and Ski Hill Road, the Ice House bridge replacement, and an additional pedestrian bridge connecting the Gaymon Cabin to the rec path near the North Gondola Lot.

Staff received direction from the Town Council at the June 24th meeting on modifications to the draft master plan to incorporate changes recommended by the conceptual design plans.

Budget: This project is funded through a 50/50 matching MMOF grant.

Project Funding	
2024 CIP	$675,000
MMOF CDOT Grant	$675,000
TOTAL Funding	$1,350,000

Memo

To: Town Council
From: Sustainability Staff
Date: 7/8/2025
Subject: Sustainability Update

Materials Management

Town Clean-Up Day

During the week of Town Clean Up Day, the community collected 1.48 tons (2,960 pounds) of material that was sent to the landfill.

The festivities at the Riverwalk Center had a 76% diversion rate.

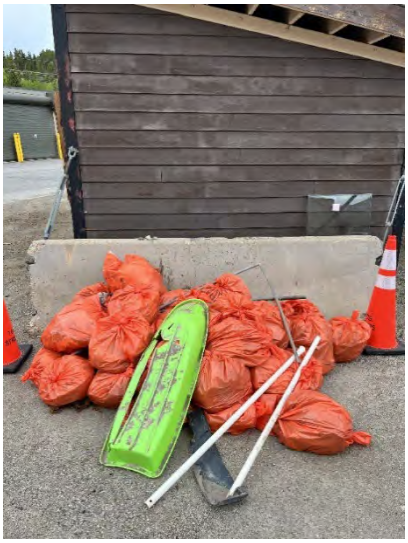
Trash	Recycling	Organics	Terracycle	Glass	Vapes	Total	Diverted	Diversion Rate
30.05	39.25	38.5	11	0.55	7.95	127.3	97.25	**76%**

Volumes in Lbs.

The event collected almost eight pounds of vapes/e-cigarettes that were properly disposed of through the County's hazardous materials disposal program.

Material Management

The 2025 Talking Trash events hosted by the Public Works Admin team saw a total of 119 participants between the three dates. In total, Town employees collected 1,076 pounds of material from around town.



Talking Trash Events
2025
Volumes in Lbs.

4/30/2025 36 Attendees

Trash	Recycling	Scrap Metal	Glass	Organics	Total	Lbs./Person
557.45	7	54			**618.45**	17.2

5/14/2025 44 Attendees

Trash	Recycling	Scrap Metal	Glass	Organics	Total	Lbs./Person
174.95		15			**189.95**	4.3

6/11/2025 39 Attendees

Trash	Recycling	Scrap Metal	Glass	Organics	Total	Lbs./Person
255.45		11.9			**267.35**	6.9

TOTAL

Trash	Recycling	Scrap Metal	Glass	Organics	Total
987.85	7	80.9	0	0	**1075.75**

Energy

Mountain Energy Project Update

On June 18, the Utility Consumer Advocate (UCA) and Summit County Government hosted a community town hall to educate the public about the Mountain Energy Project, shared information on upcoming public hearings with the Public Utility Commission and described how to participate in the public comment period. On June 25, a public hearing was held at the Summit County Community and Senior Center on the project. The Summit Daily covered the event. Upcoming virtual public hearings will take place in August as well as the evidentiary hearing. Cross-answer testimony from intervening parties were submitted July 3.

The public can learn more about this project at the Company's website: Mountain Energy Project | Projects Near You | Customer Support | Xcel Energy To follow this proceeding, search for Proceeding No. 25A-0044EG using the CPUC E-Filings System.

The CPUC encourages public comments on any issue they are considering. Anyone may file a comment or objection to a proceeding online. You can also email dora_puc_website@state.co.us, call 303-869-3490, or submit comments by mail:

Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202

Mountain Towns 2030 Climate Summit

Please see the attached one pager for an update on the upcoming MT2030 Climate Summit.

Mobility

Public Works – Fleet EV chargers

Three dual-port level-2 EV chargers were installed at the Public Works campus to support the Town's ongoing fleet electrification transition. These chargers are not for public use and are intended only for charging Town of Breckenridge electric fleet vehicles.



E-bikeshare Program

During the CML conference, Town staff used E-Ride bikes to lead a tour showcasing both the Town's E-bikeshare and E-Delivery programs. Participants were intrigued and impressed by both programs and had many questions to learn more about how each worked. Several Beaver Run employees that noticed the bikes up there stopped by to ask if they were getting a hub, commenting that they would use the bikes to get to work if there were a hub nearby. Staff has reached out to Beaver Run management to inquire if they would be interested in hosting a hub (at no cost) for the 2026 season and is waiting to hear back.

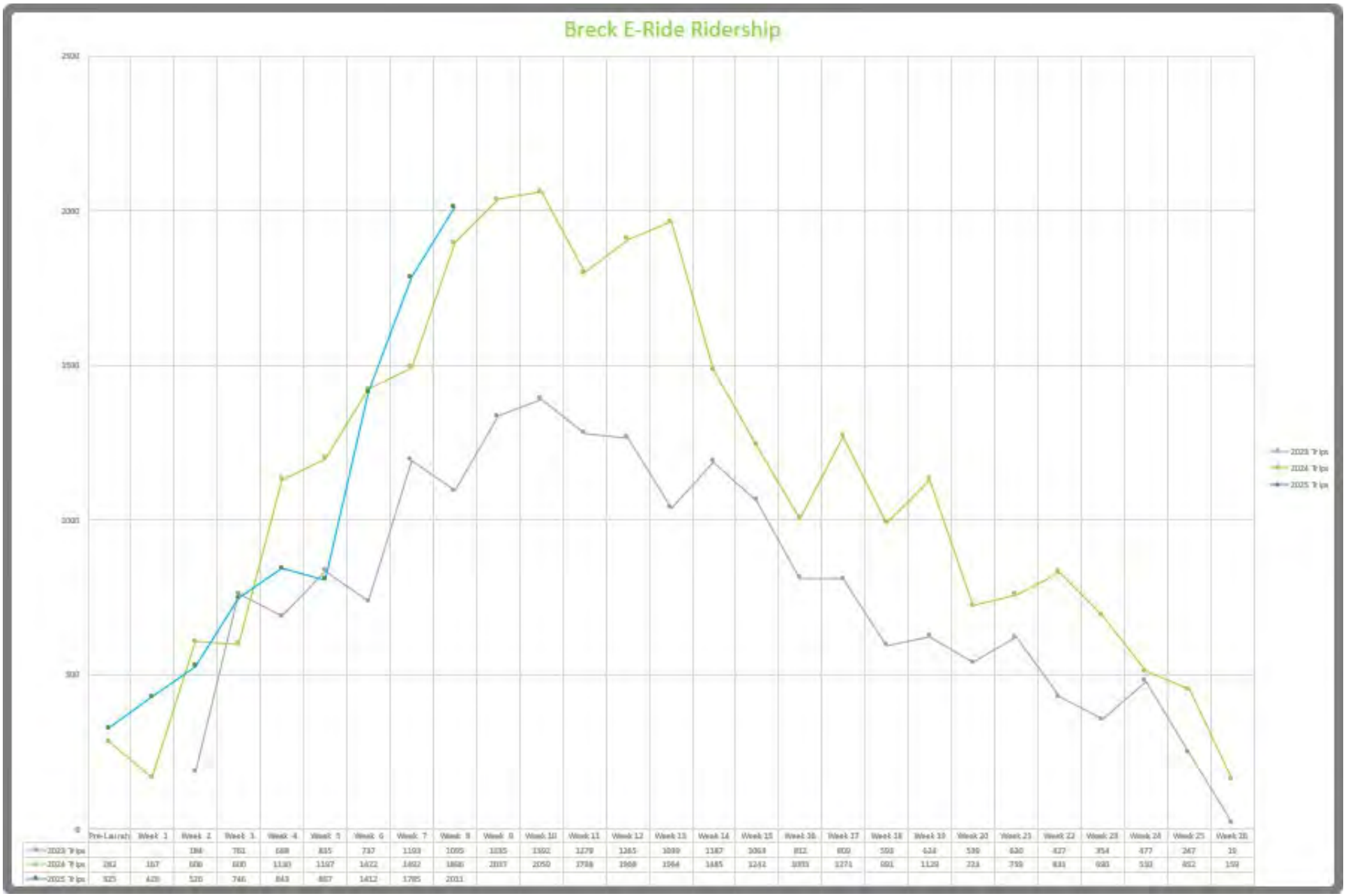
On June 25, Breck E-Ride hosted public outreach tent alongside the Recreation Department's *bike-to-work/wherever day* station in Blue River Plaza, promoting bicycling and engaging with the community about the e-bikeshare program. Breck E-Ride provided a coupon code for free 30-minute rides that day, and saw the code redeemed for a total of 57 for trips.

Ridership

As weather for biking improved in June, we saw overall e-bikeshare ridership also pick up. A total of 8,883 trips have been made this season through June 29th. See data below showing ridership comparisons to prior seasons:

Week	2025 Trips	2024 Trips	% Change	2025 Dates	2024 Dates
Pre-Launch	325	282	15%	*5/1 - 5/4*	*5/1 - 5/5*
Week 1	428	167	156%	*5/5 - 5/11*	*5/6 - 5/12*
Week 2	526	606	-13%	*5/12 - 5/18*	*5/13 - 5/19*
Week 3	746	600	24%	*5/19 - 5/25*	*5/20 - 5/26*
Week 4	843	1130	-25%	*5/26 - 6/1*	*5/27 - 6/2*
Week 5	807	1197	-33%	*6/2 - 6/8*	*6/3 - 6/9*
Week 6	1412	1422	-0.7%	*6/9 - 6/15*	*6/10 - 6/16*
Week 7	1785	1492	20%	*6/16 - 6/22*	*6/17 - 6/23*
Week 8	2011	1896	6%	*6/23 - 6/29*	*6/24 - 6/30*
YTD Totals:	8883	8792	1.0%		

Year-over-year comparison (2025 is blue line):



5

System Planning

Existing hub locations may be viewed on this Breck E-Ride System map. Last year, the E-Ride system had 125 e-bikes/ 26 hub locations, and that grew to 170 e-bikes/ 30 hub locations this year. Staff erred on the side of growing the bike fleet this year to address user concerns from previous seasons that there were not enough bikes or hubs being empty. This has proved successful in drastically reducing the frequency of empty hubs, to the extent that staff now believes there is capacity to add one additional hub this season utilizing our existing fleet of bikes. The chart below breaks out the number of trip starts/trip ends by hub location, May 1st – June 29th. They are rank-ordered highest-to-lowest by trip starts. Note that the Lincoln Park/Stables Village hub did not launch until June 2nd so numbers may not be reflective of actual demand.

	YTD through **6/29/2025**			
	hub_name	**trip_starts**	**trip_ends**	
1	Breck Terrace 2	1017	1032	
2	Town Hall / Bike Plaza	848	859	
3	Transit Center/Gondola	656	698	
4	Riverwalk Center	651	727	
5	Rec Center	552	509	
6	City Market	464	499	
7	Blue 52 / River Park	389	419	
8	F-Lot	357	389	
9	Arts District Campus	356	397	
10	Wellington Neighborhood	331	312	
11	Tonopah Lot	313	342	
12	Huron Landing / Kenington Place	283	251	
13	Larkspur	272	250	
14	Base Peak 8	249	160	
15	Nordic Center	238	206	
16	Public Works / Valley Brook	222	211	
17	French Creek Neighborhood	195	192	
18	Vista Verde 2	188	193	
19	High Tor Rd	155	158	
20	Post office	150	147	
21	Ice Rink / Troll	139	114	
22	Popsicle Park	134	141	
23	Colorado Mountain College (CMC)	124	123	
24	Library	114	133	
25	Lower Warrior's Mark	105	99	
26	Wellington Rd / French Creek Trail	74	49	
27	Lincoln Park/Stables Village	71	74	*<Hub launched 6/2*
28	Carter Park	64	72	
29	Upper Warrior's Mark	61	48	
30	Royal Tiger Bus Stop	49	46	

Staff is currently working on finalizing the annual E-Ride survey that is planned to go live starting July 18. Once the survey link has been created, staff will work with the Communications team on getting the survey out to the public. Feedback from this survey is combined with feedback from in-person events and other public comments received throughout the year to help inform system planning and design for future seasons.



July 2025 Update

Program & Schedule Highlights

Mon Oct 6

- "Arrivals Day" meeting (pre-Summit) at Arapahoe Basin with Resorts Cohort of about 60-75 attendees in partnership with NSSA, Ski Area Magazine
- We introduced this 'pre-event' at Jackson24 and given its success have decided to more formally incorporate the effort into the Climate Summit program
- On Monday evening (after the A-Basin meeting), MT2030 will host an Arrivals Day Reception open to all Summit attendees. Venue will be Hotel Alpenrock or Patagonia store in town.

Tue Oct 7

- Breakfast and Morning Plenary Session (9a - 12p) at Riverwalk Center featuring Rollie Williams as returning Summit Emcee
- We're opening the Summit with the courageous youth behind Held v. Montana — the first successful constitutional climate lawsuit in the U.S. Their historic win affirmed the right to a clean and healthful environment and set a powerful example of how bold, local action can drive systemic change...and their voices are the perfect spark to open the Breck25 Climate Summit
- Other morning sessions being planned (TBC) will include panel conversations on Utilities Getting to Zero, Conservative Messaging, and energy storage
- Lunch served from 12p-1p at Hotel Alpenrock, followed by 2 blocks of 6 Workshops per block (12 workshops in total)
- For Breck25, we'll be allowing more time for personal and networking time in the afternoon (based on feedback from Jackson24)
- Late afternoon / early evening Opening Day Keynote event at the Riverwalk Center featuring Bill McKibben and others (TBC)

Wed Oct 8

- Day 2 of the Summit repeats the same structure with a 3-hour plenary session in the morning at the Riverwalk Center featuring former Ecuadorian official Ramon Mendez who led his country to 98% renewable energy production with panel conversations to follow
- Lunch served at Hotel Alpenrock, featuring a return of the Electeds Lunch & Working Session from 12p-2p.
- Day 2 afternoon sessions will introduce a new concept of "Learning Labs" for selected Solution Categories (e.g., Fix Transportation, Electrify Buildings, etc.) designed to be more interactive and less academic than the traditional workshop model.
- The Closing Session to be held at the Alpenrock will be a hybrid social / event program model (think Jackson24 Tent Social combined with our familiar closing program of speakers and awards) from approx 5p - 7p.

Other Updates

- CAST will continue with their tradition of following the Summit with their 1-day event on Thu Oct 9
- We are exploring more high-profile speakers to discuss the implications of Federal government legislation (this is a moving target, so we need to be flexible)
- Attendee Registration is on track, though we need to remind targets to register early and book rooms at Hotel Alpenrock
- Corporate Sponsorship is on track; we will be exploring more local business support.

Housing Workgroup Meeting

June 24th, 2025 - 10:30 to Noon

Minutes from 06/24 Workgroup Meeting
Workgroup comments, notes and minutes have been summarized in red text on the applicable pages of the original presentation.
Attendees : Shannon Haynes, Laurie Best, Scott Reid, Dick Carlton, Darci Henning, Aubrey Ciol, and Flor Cruz.

Agenda

1) Program Updates
    1) Housing Helps
    2) Buy Downs
2) Administrative Rules and Regulations Update
    1) Timing for update of the overall structure
    2) Definition of working in Summit County – clarification on remote work
3) Parking updates/ current code
4) Deed Restriction Policies – Response to letter to Council
5) Town Council Goals for Housing
6) Rental Rates/ Property Management fees discussion
7) Transfer of a deed restriction
8) Misc. Updates

Housing Helps Update

2025 Housing Helps Budget: $3,077,000 **Property Goal: 20**

- 32 applications received so far this year, with 16 moving forward with full approval at this time estimating roughly $1.75M contribution from Town.
- 6 purchases and 10 current owners closed and funded so far in 2025. All six purchase loans are shared with the County.
- Currently averaging about $110K subsidy per unit.
- 7 of the 16 applications that are moving forward are full appreciation capped Deed Restrictions.

Staff provided an update on where the budget is currently and let the workgroup know there are sufficient funds in the Buy Down Program still to be reallocated toward Housing Helps. There was agreement among the workgroup that was the appropriate direction to go and that staff would come to the workgroup if that combined amount was projected to be insufficient. It was mentioned that data would be very useful from program participants through Housing Helps in order to help Town determine who our programs currently serve. Staff will look at generating a completely optional survey to help learn more about this as one measure of success.

Buy Down Update

Workgroup supported using surplus Buy Down funds toward Housing Helps. The group still wanted staff to look at options as they come available for potential buy downs, but keep the focus on highly desired areas with no or very low HOA dues.

2025 Buy Down Budget: $3,000,000 Property Goal: 10
Projected subsidy per unit - $250K - $300K

- Town currently has listed a duplex on Baldy Road with no HOA dues. 2 bedroom 2 bath unit at under $600K
- Two Town owned properties sold in the first half of the year.
  - Villas at Swan's Nest – 2 bedroom 2 bath closed the end of March.
  - Ski and Racquet Club – 2 bedroom 2 bath condo closed end of May.
  - Spent roughly $575K, averaging $285K per unit
- Continuing to monitor MLS for viable properties in desirable locations with low to no HOA dues.



Administrative Rules and Regulations Update

- Timing for update of the overall structure of the Guidelines
  - Looking to have the entire document reorganized and input from the workgroup by end of summer
- Definition of working in Summit County

Current Definition: (in the current Administrative Rules and Regulations)

Employed within Summit County means that the person earns their living from a business or organization operating in and serving Summit County, which requires their physical presence within the boundaries of Summit County in order to complete the task or furnish the service, by working at such business of organization an average of at least (30) hours per week on an annual basis. Employed within Summit County does not mean remote working for a business that is not located in and serving Summit County.

Proposed Definition:

Purpose and Intent: The intent of work force housing programs in Breckenridge, Colorado is to make housing options available to qualified individuals, who are actively employed or self-employed within Summit County, and their household members. It is not intended to house individuals employed by entities whether for profit or nonprofit that do not have a reasonable business need for the employee's physical presence in Summit County on a regular basis, consistent with the requirements of the definition of "Employed in or within Summit County."

Definition: Employed in or within Summit County means that an individual earns their living from a business or organization operating in and serving Summit County, by working at such business or organization an average of at least (30) hours per week on an annual basis. In order to qualify under this definition, such employment or self-employment must, as a result of the nature of the work, require the physical presence of the employee in Summit County or is required to complete the task or furnish the service provided.

Workgroup agreed with the proposed changes to the definition of work. Staff will take this back to discussion with the Town Attorney and bring the amendment to the Administrative Rules and Regulations to Council once adopted. It was noted that this change was necessary as the nature of work has changed and the goal is to serve workforce that need to be in Summit County as opposed to true remote work. During the annual monitoring process it was determined that a very small handful of units are occupied by true remote workers and those will fall into a non-conforming 'historically' exempt category. The workgroup was supportive of this non-conforming category for owners that were approved to and purchased homes in the timeframe prior to work definitions being established since the work requirement was somewhat unclear in older deed restrictions and there had previously been a slightly different philosophy surrounding remote work as it was a rather unusual circumstance prior to COVID. Staff will continue to analyze scenarios as they come up.

Parking Updates / Current Code

- The info below is for areas outside of the parking service area.
  - Residential Single-family, duplex, and townhome units all require a minimum of 2 spaces up to 3 bedrooms.
    - Each additional bedroom beyond 3 must have an additional parking space. No maximum number of spaces as long as other factors such as open space, snow storage, landscaping, Engineering standards are met.
    - ADUs – 1 space and no maximum.
  - Multi-unit residential and condominiums –
    - Studios – 1 space per unit minimum and 1.1 per unit max.
    - 1-bedroom and larger 1.5 spaces per unit minimum and 1.65 per unit max.
- Parking service area (downtown along Main Street and portion of Ridge Street) requirements: https://breckenridge.town.codes/Code/9-3-8(A)

Workgroup would like to do an assessment of the parking needs at Town owned multifamily properties (apartments). It was suggested that in general if there is a shortcoming in relation to parking it is with rental properties. Ideas for satellite or overflow parking have been suggested and staff will start to explore if that is a viable option to help offset the shortages. It has been observed that apartments that were marketed to families typically also have two working parents who often need their own vehicles to get to multiple jobs.

Deed Restriction Policies

- Postponing this discussion until July workgroup meeting.
- Continuing to look at the policies within the deed restrictions through the equity lens. Meeting with BSEAC July 16th. Attended the May BSEAC meeting.
  - Initial elements that were brought into question were deed restriction light, ADUs and ownership of other property.

Town Council Goals for Housing

3 year timeline/ projection – continuing to work on these for late summer to early fall. Current plan is to bring ideas for these goals to the workgroup in July.

Rental Rates/ Property Management fees Discussion

Employee Transition Units:

- Currently loosing money at Wayside, anticipated to be at just under $80K for the year.
- Generally operates at about 50% vacancy except for during a few winter months.
- Would like to look at opening a portion of these units up to the public.

Currently in discussion with Corum Property management about the management fee structure. There is no escalation in the current property management agreement to account for increasing management costs over time. The properties that are under agreements from 10 or more years ago are still receiving the same flat fee that was established at that time.

Workgroup would like to open several of the Wayside units up to the public similar to the County's position. It was agreed the rent should match the County's public rental amounts. Staff will look at the current staff housing utilization and make a determination on the number of units that should be released to the public.

Transfer of Deed Restriction- Verbal

Workgroup was in support of the requested transfer of the deed restriction, but not in support of an outright buy out of the deed restriction in place. Staff will reach out to the owner of the property that brought the questions to staff's attention to work on next steps. An alternative location has not yet been identified and will have to be approved once that is proposed.

Misc. Updates

Staff advised the workgroup that the Loge annexation work session will be on the Second July Council meeting, July 22nd. Workgroup agreed the rental rate for roommates is still sufficient given that AMI has increased again for 2025 by roughly 10%. The rate allowed was thought to be in line with an acceptable amount to help homeowner's offset their projected monthly payments while still being fair to the tenant. Workgroup also agreed that if the numbers would work, Housing Helps could be used in the Wellington for the purchase of a market home but would still need to meet the standard Housing Helps program criteria, especially pertaining to maximum amounts available.

- Huron Landing Authority Expansion – to be completed before end of 2025
- Loge Annexation – annexation to be completed in 2025, will need input on zoning and land use district. Likely scheduling a work session with Council in July.
- Room rates (roommates) for deed restricted units – previously have determined 60% of the studio rate for room rental (in 2025 - $1396). Townhomes in Stables Village cost $467,500 roughly 110% AMI for a 2 bedroom unit. The expected mortgage with 20% down would be roughly $2450 plus taxes, HOA and insurance per SCHA we use $500 as the allowance for these items so a total housing payment of roughly $3000.
- Wellington light and market deed restrictions and request for Housing Helps

Memo

To: Breckenridge Town Council Members

From: Mae Watson, Town Clerk

Date: 6/30/2025

Subject: Committee Reports

The following committee reports have been submitted and included:

- Breckenridge Social Equity Advisory Commission

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	No Meeting/Report
Police Advisory Committee	Staff	No Meeting/Report
Recreation Advisory Committee	Molly Boyd	No Meeting/Report
Transit and Parking Advisory Committee	Matt Hulsey	No Meeting/Report
Liquor and Marijuana Licensing Authority	Tara Olson	No Meeting/Report
Breckenridge Social Equity Advisory Commission	Flor Cruz	INCLUDED
Communications	Staff	No Meeting/Report

***Note:** Reports provided by the Mayor and Council Members are listed in the Council agenda.*

TOWN OF
BRECKENRIDGE

Breckenridge Social Equity Advisory Commission
June 18, 2025, 5:30pm

Breckenridge Town Hall
Council Chambers
150 Ski Hill Road
Breckenridge, CO

Striving for racial and social equity for all by removing barriers and facilitating opportunities to thrive

DRAFT

I. Call to Order

Chair Burns called the meeting to order at 5:34pm.

Roll Call
Present: Jordan Burns, Jotwan Daniels, Carol Saade, Michelle Mahoney, Abigail Martinez, Ujala Vatas,
Virtual:
Absent: June Walters, Tahja Grier, Isaura Cirillo

Discussion/Approval of Agenda
Motion to Approve: Council Member Saade, Seconded: Commissioner Daniels

Discussion/Approval of the Minutes
Motion to Approve Minutes: Commissioner Mahoney, Seconded: Commissioner Daniels

Commissioner Vatas requested that a change be made to correct Rich Banach's last name. Staff will make the change.

II. Staff Summary

i. Spanish Fitness Sessions

Flor Cruz shared that the Rec Center is launching its first Spanish-language fitness series, designed to introduce participants to the fundamentals of fitness. She explained that this new series was developed in response to low attendance in the previous bilingual HIIT class. Council Member Carol Saade inquired about outreach efforts, and Flor Cruz responded that promotion was conducted through the usual channels, including community partners, social media, and word of mouth.

ii. Spanish Adult Beginner Swimming Lessons

Flor Cruz hared that the Rec Center is expanding its adult swimming lessons, which are now offered twice a week in Spanish at a cost of $16 per session. She noted that the instructor brings extensive experience in adult education, and that community members have already begun signing up and expressing interest.

iii. Together: Community Bike Sessions/Clinics

Flor Cruz reminded the Commission about Pedal Together: Community Bike Clinics/Sessions and shared that participants seem very excited with 13 out of 14 spots filled including families with children.

III. Celebrate Diversity Calendar

Chair Burns explained that the Diversity Calendar has been an ongoing effort to identify events and observances that promote education and community awareness. Chair Burns shared that the subcommittee continuously looks for months with significant historical events or points of interest to help celebrate, educate, and recognize diverse communities. As an example, he noted that July will feature Disability Pride Month.

Council Member Saade emphasized the importance of reviewing the full year's Diversity Calendar to identify what is being celebrated and to spot any gaps or opportunities for additions. She noted that the calendar provides a helpful overview not only of the celebrations themselves but also of how time and resources are being allocated highlighting the need to be strategic in planning. She also asked the Commission to ask if there is anything missing or whether something should be added for next year.

Chair Burns shared that the calendar has changed over the years and is constantly evolving, especially as new community partners have become more involved. Flor Cruz shared that during the last subcommittee meeting, the group agreed to have each community partner representative compare the Celebrate Diversity Calendar with their own organization’s celebrations or events and try to find areas where the Commission could support.

Chair Burns also expressed interest in working with Warm Cookies again and meeting with them to learn more about their work with other local communities. Council Member Saade inquired about the number of postcards filled during the Warm Cookies initiative at Town Party.

Jill Desmond, Senior Director with Breck Create, shared that about 300 postcards were used, 250 in English and 50 in Spanish, with some participants choosing to complete them on their own time. She also shared that despite poor weather; the event was successful and featured family-friendly activities. She also explained that Warm Cookies is working on a project called Future Town, which engages communities across Colorado in envisioning their future through interactive, art-based workshops. Jill shared that Warm Cookies will be collaborating with Silverthorne later this year and are seen as a valuable, well-respected partner. She encouraged the Commission to connect with Warm Cookies and offered to help facilitate the connection. Council Member Saade encouraged the Civic Engagement Subcommittee to think about or look into the possibility of working with Warm Cookies.

DRAFT

IV. Housing Update & Discussion

Council Member Carol Saade provided an update on the Town's housing project emphasizing that housing remains the top priority for Town Council following their recent retreat. She also explained the importance of the Commission's input to help Town Council gather insights, identify gaps, and enhance both programming and outreach.

Council Member Saade shared that for the next monthly meeting, Laurie and Shannon will come back to talk about the Runway Project and discuss details such as unit sizes, ADUs, and ownership models. She asked the Commission to expect a memo with information to prepare for the discussion. She also encouraged Commissioners to engage their networks as they prepare for the meeting and provide ongoing feedback, especially during the "other matters" portion of the monthly meetings.

V. *Subcommittee Updates*

Celebrate Diversity / Community Outreach & Engagement /Community Education & Influence

***Update was included in the Celebrate Diversity Calendar discussion above.*

Immigration Rights and Advocacy

Civic Engagement

Commissioner Daniels provided an update on a grant application from the NRO focused on supporting women in the arts. He shared that it was their second submission, and the group found it much improved and made a recommendation for approval. The Commission agreed to move forward with the NRO grant.

Commissioner Daniels stated that the subcommittee discussed the importance of staying involved in housing conversations to ensure decisions are inclusive, efficient, and effective. Commissioner Daniels also shared that there is a growing need for adult education and digital literacy and through his role at CMC he hopes to serve the broader community, especially those re-entering the workforce.

VI. Upcoming Community Events

Commissioner Vatas expressed her excitement for the Pedal Together: Community Bike Sessions, which began as a one-time event but quickly expanded into a four-month recurring series, thanks to strong support from community members and staff. She also shared her appreciation for how quickly the initiative came together, highlighting the community's passion and enthusiasm as both inspiring and amazing.

Council Member Saade invited the Commission to the Farmer's Market every Thursday from 4-7pm where Town Council is planning also host a table to engage with the community.

Chair Burns and Jill Desmond also highlighted other upcoming events like Juneteenth, Film Screening Motherload, and History on Tap Trivia Night all part of the Civic Season series with Breck Create.

VII. Upcoming Council Items

Council Member Saade highlighted the Breckenridge Art Survey and Commissioner Daniels shared the email with the Commission.

DRAFT

Helen Cospolich, Director of Municipal Services and Community Engagement, shared that the Runway Conversation was moved to July 8th.

Commissioner Daniels asked for an update on the relocation of skier parking for the Runway Project. Deputy Town Manager, Scott Reid, explained that Town Council has already decided to move the project to the McCain property, and the discussion will cover details like size, suitable location on the property, and associated costs.

VIII. Upcoming Agenda Topics

Council Member Saade requested a "Local Government 101" training to explain how town ordinances are developed and passed by Town Council. Chair Burns also requested a presentation on Commission roles and responsibilities, to be conducted with the Town attorney.

IX. Other Matters

Chair Burns requested that the Gore Range Gravity Alliance, an all-women-led biking and hiking group, be invited to present at an upcoming Commission meeting to share more about their work.

Commissioner Martinez asked about highlighting men who have positively impacted the community. The Commission agreed to add International Men's Day, November 19th to the Celebrate Diversity Calendar.

X. Public Comment (Non-Agenda Items)

There was no public comment.

Chair Burns adjourned the meeting at 6:31 pm.

DRAFT

Memo

TOWN OF BRECKENRIDGE

To: Town Council
From: Keely Ambrose, Town Attorney
Date: 7/2/2025 (for 07/08/2025)
Subject: Legislative Update

Town Council Goals (Check all that apply)

- ☐ More Boots & Bikes, Less Cars
- ☐ Deliver a Balanced Year-Round Economy
- ☒ Organizational Need
- ☐ Leading Environmental Stewardship
- ☐ Hometown Feel & Authentic Character

Summary

Now that the 2025 state legislative session has closed, I will be providing the Town Council with an update on the outcomes that most affect the Town or are of interest to the Town. A brief summary is included in this memo and I will provide additional information during the work session.

Measures affecting Town Code
The legislature passed a number of new laws that may require modifications to the Town Code, including HB25-1113 regarding turf requirements for residential development, HB25-1056 regarding local government permitting of wireless telecommunications facilities, HB25-1030 regarding accessibility standards in building codes, SB25-033 regarding liquor licensing for drug stores, HB25-1112 regarding the ability of local law enforcement to enforce state vehicle registration requirements, HB25-1001 regarding the ability of local governments to enforce wage laws, and HB25-1029 which authorizes the extension of Town jurisdiction on open space located outside the Town boundaries.

Measures affecting Town operations
A small number of new laws will affect internal operations of the Town, mostly in the realm of finance and HR. These measures include HB25-1300, regarding the selection of certified physicians for worker's comp claims, SB25-144 adding additional leave for parents when their child is receiving in patient, neonatal intensive care, HB25-1017 regarding unclaimed utility deposits as well as HB25-1224 regarding municipal compliance with the Unclaimed Property Act, SB25-046 regarding tax audit confidentiality, and HB25-1017 requiring compliance with the state's comprehensive community integration plan for individuals with disabilities. In addition, there are several changes to housing laws related to the landlord-tenant relationship and affecting the management and funding of housing projects that the Housing Division will be taking a close look at in the months to come.

Measures affecting Municipal Court, Open Records, and Elections
Municipal courts, open records, and elections were the topic of a lot of introduced legislation in the 2025 session; while not all of it passed, the Town should consider that there will very likely be similar measures introduced in 2026. Of the measures that became law, the following are of particular interest to the Town: SB25-062 prohibiting municipal court criminal charges for failure to appear; SB25-001 which expanded the federal voting rights act and prohibits voter suppression and discrimination, while also requiring multi-lingual ballots for certain jurisdictions; and HB25-1225 prohibiting any person from intimidating another in an election context.

Measures in this category that didn't pass but that we expect to see again in some form or another in 2026 include changes to Colorado open records laws and changes to sentencing parameters in municipal court.

Measures affecting Law Enforcement
Additional measures regarding law enforcement accountability were passed into law and will affect Town police operations, including HB25-1031 regarding protection for law enforcement whistleblowers, HB25-1136 regarding peace officer conduct stored and made available by the POST board, and various changes to the state criminal code that affect how certain crimes are charged.

Measures of general interest
The state legislature also passed a number of laws that, while not directly impacting the Town's operations, will likely have a generalized impact on the state as a whole. These laws include: HB25-1239, modifying the Colorado Anti-Discrimination Act to allow for additional damages for violations of the law and clarifying certain discriminatory practices; HB25-1312 regarding increased protections for transgender individuals; SB25-276, which creates numerous new protections to avoid violating the rights of individuals based on their immigration status, in particular with regards to the sharing of immigration-related information; HB25-1211, regulating the manner in which Special Districts calculate tap fees and how/when they determine to provide service; several measures regarding increasing funding for and availability of clean energy, including HB25-1040 which clarifies that nuclear energy is considered to be clean energy for purposes of the 2050 clean energy target deadline; HB25-1247 which allows a county to, subject to TABOR requirements, implement a lodging tax up to 6% and expands the permitted use of that lodging tax (note that any adoption of such a tax does not affect a municipality that already has a lodging tax); and measures intending to increase the efficiency of certain State agencies including CDOT and the Office of the State Engineer.

Finally, I won't go into specific detail but, in light of the significant budget shortfall that the State is experiencing, the legislature passed numerous measures moving funding from certain programs to the general fund in order to help balance the budget. Some of the programs that will see reduced funding are programs serving local government and community needs, such as housing development grant programs, a downtown revitalization grant program, and a reduction in state marijuana sales tax sharing between local governments and the state.

Recommendation

As Town staff analyzes the various changes in state law and develops recommended actions regarding these and other items, we will come back to Council with recommendations and proposals. If you have any specific questions for me regarding interpretation of or my advice regarding implementation plans for new legislation, I suggest we schedule either a one-on-one meeting or an executive session to discuss these matters.

Memo

To: Town Council
From: Kristin Brownson, Assistant Public Works Director
Date: July 1, 2025 (for July 8, 2025 work session)
Subject: Breckenridge Montessori School Building Update

Town Council Goals

- ☐ More Boots & Bikes, Less Cars
- ☐ Deliver a Balanced Year-Round Economy
- ☒ Organizational Need
- ☐ Leading Environmental Stewardship
- ☒ Hometown Feel & Authentic Character

Background

The Breckenridge Montessori School building, located at 318 N. Main St., was built in 1899. It is located within the Breckenridge Historic District. The Town of Breckenridge purchased the building in 2016 so that the Montessori School could continue operating at that location following the sale of the building. Recent inspections of the building identified differential settlement in the timber foundation, where parts of the foundation are moving at a different rate than other parts. The Town hired a structural engineer to evaluate the foundation and determined that the structure is safe for Montessori School operations for the short-term. However, because the foundation is moving and settling, the Town has seen problems with the plumbing system and the utility connections. There are also cracked interior finishes and inoperable windows.

The Town has put together a team from Public Works, Housing, Recreation, and Community Development to work on this project. The goal of this team include correcting the foundation problems so that the building is safe to occupy in the long-term. While reviewing the current needs of the Montessori School building, Town staff have also explored adding a classroom to expand the childcare capacity and the possibility of adding a residential apartment below the additional classroom at the existing building. Secondary goals included potentially increasing childcare capacity and providing workforce housing.

The internal team contracted with the architecture firm EUA to evaluate and design options for the Montessori School building. While designing the renovation of the building, the architecture firm completed a structural and mechanical analysis. An addition to the building was constructed in 1901 but then was heavily modified in a 1980s remodel. The part of the building that was added in the 1980s has a concrete foundation, which makes separating the historic part from the non-historic part of the building challenging. If we were to lift the historic portion and move it, we would most likely need to demolish the 1980s remodel. Because the building is located within the Breckenridge Historic District, we are limited to what types of modifications can be made. Some of these limitations include:

- Any addition must be located behind the original building
- Any addition must have a connector element which distinguishes the historic from non-historic addition
- Above-ground square footage limitations
- Moving a historic primary structure more than ten feet from its original location warrants -20 points per policy 24R

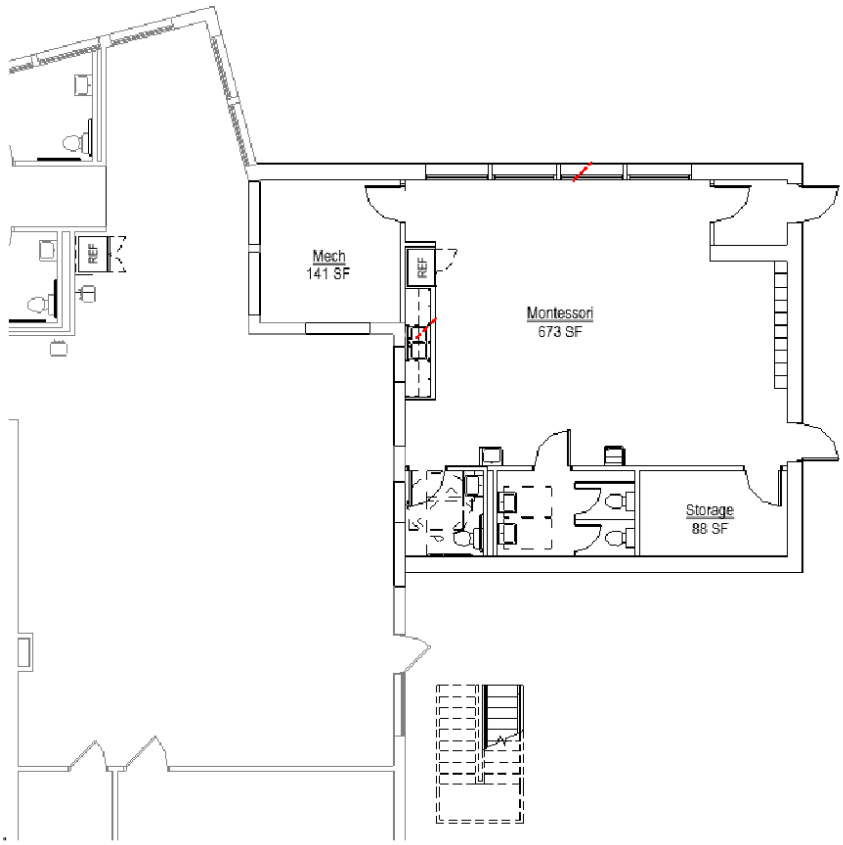
Also, the location of the building in relation to the lot makes any addition difficult; the building sits within the north setback line. There is also a trash enclosure in the alley behind the Montessori School which may be impacted by any additions.

The Town requested proposals from contractors who would be interested in renovating and expanding the Montessori School building. Although no formal selection has been made, we have received estimates for each of the options from a local contractor. The Recreation Center has been identified as a location where the Montessori School could operate during any renovation or construction of the existing site. The Recreation Center has also been identified as a potential new location. Depending on the option chosen, construction could take anywhere from 10 months to 2 years. To explore alternative options, staff also worked with EUA on a potential addition to the Recreation Center for the Montessori School. This concept has been provided below as Option A. The intent of this memo is to outline the pros and cons of different options. Staff seek Council feedback on a preferred option to explore further. Staff notes that only very preliminary costs are provided. Should a preferred option be identified, staff would reconvene, research the option, and then return to Council with additional analysis and hard costs.

Montessori School Options

Option A ($2.5M-$3.2M)
Add a classroom onto the northeast corner of the Recreation Center

Pros: New construction, existing town facility, same capacity as existing Montessori, would allow for sale of the existing Montessori building/commercial use
Cons: School entrance would be on the east side, along the recreation pathway. This may present problems during winter operations and snow removal. There may be parking lot congestion during drop-off and pick-up, and Recreation Center disturbance during construction. We would need to evaluate the recreation path alignment, bridge location, and fire truck turn-around.



Option B ($1.4M-$1.7M)
Fix the Montessori School building foundation by either lifting the building or opening up the floors, pour a new foundation with a crawl space, and re-attach the building in the existing location.

Pros: Foundation fixed, utility connections stabilized
Cons: No added classroom capacity, would require an interior renovation, not a usable amount of storage space, mechanical systems would remain in the attic

Option C ($1.6M-$1.9M)
Fix the foundation by lifting the building, dig out a full basement for storage and mechanical systems, pour a new basement, and re-attach the building in the existing location.

Pros: Foundation fixed, utility connections stabilized, more storage space, can move the mechanical systems to the basement
Cons: No added classroom capacity, would require an interior renovation

Other Options
Staff and the architecture firm have evaluated other options including:

- Purchasing another building to house the Montessori School
- Adding two classrooms to the Recreation Center
- Moving the existing Montessori building closer to Main Street to allow for a future expansion
- Moving the existing Montessori building closer to Main Street to allow for a future expansion and adding on a second classroom
- Moving the existing Montessori building closer to Main Street to allow for a future expansion, adding on a classroom, and a garden-level apartment.
- Adding micro-piles or helical piers to the existing foundation was evaluated and could be a temporary fix but the timber foundation would still need to be replaced at some point.

Financial Implications
The 2025 Childcare Fund budget includes $1.25M in 2025 and $1.25M in 2026 for a total of $2.5M for the Montessori School building improvements.

Equity Lens
Supporting working families is an important value of the Town. The Town has shown their support through supporting childcare programs, funding and ownership of childcare centers to offset the cost of providing quality of care to local children. The Breckenridge Montessori School utilizes a child-centered learning process that leads to the development of creativity, social skills, confidence, positive self-image, and independence.

Summary and Staff Analysis
Staff continues to evaluate the Montessori School building options and is providing this information as an update to Council. The existing Montessori School building is in a condition where it remains safe for school operations. Public Works staff will continue to monitor the foundation and make short-terms repairs as deemed necessary. Staff will be available on Tuesday to discuss these options and answer any questions.

Questions for Council
Does Council prefer any of the options presented?

Would Council like staff to continue evaluating any of the other options?

Are there any other ideas that Council would like staff to consider?

De Novo Hearing Staff Report

Subject: Parcel 3 Duplexes Site Plan Modification Request to PL-2024-0302, Class C Modification Hearing (PL-2025-0116)

Date: July 1, 2025 (for July 8, 2025 de novo hearing)

Project Manager: Sarah Crump, AICP, Senior Planner

Owner: Gondola Properties, LLC (Breckenridge Grand Vacations [BGV])

Applicant: Graham Frank, Chief Development Officer**,** BGV

Architect: Bill Campie, Principal, DTJ Design

Proposal: This application proposes modifying the previously approved development permit, PL-2024-0302, which allowed development of eight duplex structures (16 units) on the South Gold Rush Lot, described as Parcel 3. The modification is needed due to Colorado Passenger Tramway Safety Board (CPTSB) revision requests. The proposal includes shifting the location of four of the duplex structures, reconfiguration of the private drive, and relocation of supporting infrastructure and elements such as retaining walls, trash enclosure, guest parking, drainage facilities, detention ponds, and landscaping. These proposed changes impact the amount of affected wetlands, setback distances, and tree buffer retention along Park Avenue. The modification request does not include the four structures 1.1, 1.2, 3.1, and 3.2 which already have issued building permits and entitlements.

A proposed roundabout at the intersection of Park Avenue and French Street will continue to be reviewed as a separate application by the Engineering Department and CDOT. This development application for Parcel 3 contemplates the existence of the future roundabout which is required to be constructed prior to any certificates of occupancy being issued for developments on Parcels 2 and 3.

Address: 355 North Park Avenue

Legal Description: Lot 1, Gondola Lots Sub #1 Amended

Site Area: 3.593 acres

Land Use District: Land Use District 9.2 (10 UPA Residential)
The property is subject to the recently amended Gondola Lot Master Plan. The Master Plan provisions supersede the Land Use Guidelines regarding land use, density, mass, height, and parking requirements.

Existing Conditions: An infrastructure permit and eight building permits are currently issued for the project. The eight issued building permits are associated with four duplex structures which are not proposed to be modified with this application, 1.1, 1.2, 3.1, and 3.2. The area of approved work associated with these permits has been cleared of trees and vegetation. Utility

installation, along with grading, site work, and foundation construction, for these four structures have also begun.

Adjacent Uses: North: North Gold Rush Lot (overflow resort surface parking), future site of BGV employee workforce apartments and overflow resort parking (Parcel 2)
South: Open space, The Woods townhomes (residential)
East: North Gondola Lot (surface parking), Parkway Center (commercial retail)
West: Open space

Allowed Density: Per the Gondola Lot Master Plan, up to 30 Single Family Equivalents (SFEs) of density are allowed on South Gold Rush Lot. Minor adjustments to square footages at the time of building permit review are reflected below. The project is below the total allowed density and mass.

Total Allowed: 30.00 SFEs (48,000 sq. ft.)
Total Proposed: 29.93 SFEs (47,884 sq. ft.)

Mass: A 20 percent mass bonus is allowed per the Gondola Lot Master Plan.
Total Allowed: 57,600 sq. ft.
Total Proposed: 57,589 sq. ft.

Height: Recommended Height: per the Gondola Lot Master Plan: "*These buildings will be no more than three stories in height and are governed by the recommended height of the General Design Criteria for Land Use District #9-2.*"

The Land Use Guidelines for LUD 9-2 state, "*Buildings of three stories may be acceptable only if situated in such a way that the hill to the west provides an appropriate backdrop, and sufficient trees are left to the east to provide adequate screening.*" Three stories is equivalent to 38 feet.

Proposed Height: 37' 6" overall

Lot Coverage: Open Space: 88,265 sq. ft. (56%)
Hardscape: 29,314 sq. ft. (19%)
Building Area: 38,945 sq. ft. (25%)
Total Lot Area: 156,524 sq. ft.

Parking: Per Gondola Lot Master Plan 1.5 spaces per duplex unit.
Required: 24 spaces
Proposed: 34+ spaces

Setbacks: Required Perimeter Boundary Setbacks for Corner Lot with Multiple Frontages:

Park Avenue Front:	15 feet
Woods Drive Front:	15 feet
Southwest Side:	5 feet
Southeast Side:	5 feet

Proposed Setbacks:	
Park Avenue Front:	>15 feet
Woods Drive Front:	>15 feet
Southwest Side:	>5 feet
Southeast Side:	>5 feet

Item History

This parcel was originally part of the Parkway Center Master Plan that was adopted in 1985. Throughout time, density has shifted around on the Parkway Center and Gondola Lot properties through a series of recorded density transfers. A second Master Plan, the Gondola Lots Master Plan was adopted in 2009 which included both North and South Gold Rush Lots as well as the Gondola Lots, making the Parkway Center Master Plan no longer applicable to the South Gold Rush Lot. For many years, this property served as a reservoir for ski area overflow parking. With development of the South Gold Rush Lot, BGV must provide any displaced spaces on the adjacent North Gondola and Gold Rush Lots to maintain the total of 1,560 spaces contemplated in the ski area parking agreement. Previous development plans were proposed for this parcel by BGV in 2022 which included a similar duplex development concept. That application was withdrawn and BGV subsequently entered into negotiations with Town Council for the current vested development agreement approved April 9, 2024.

Article 7 of the development agreement includes provisions for Parcel 3 regarding waivers from Policy 7/R Site and Environmental Design, waivers from Policy 22 Landscaping, waivers from Development Code Policy 31 Water Quality, and waivers from portions of the Town's Engineering Code policies regarding wetland mitigation rates, private access drives, driveway slope, and cross-slope. The development agreement also specifies that BGV must provide the Parcel 2 employee workforce housing units and receive a certificate of occupancy for those units prior to receiving a certificate of occupancy for any unit on Parcel 3. The development agreement also requires completion of the French Street and Park Avenue roundabout prior to the certificate of occupancy being issued for the Parcel 2 employee workforce housing building. Regarding landscaping, the project will be held to the landscaping standards and Park Avenue buffer tree retention plan envisioned in the "DTJ Design Parcel 3 Concept Plan" referenced in the development agreement and included in this packet. The waivers and provisions of the development agreement continue to be applicable to this modification request.

On May 23, 2024, pursuant to the development agreement, the Planning Commission approved the Gondola Lots Master Plan amendment which officially allocated 30 SFEs to the South Gold Rush Lot, Parcel 3, and adjusted the allowed uses, densities, building materials, and building height sections of the master plan in conformance with the approved development agreement.

A preliminary hearing for the Parcel 3 duplexes was held with the Planning Commission on September 3, 2024 and a final hearing on November 5, 2024. The project was approved by Town Council on November 12, 2024 and a development permit, PL-2024-0302, was issued for the project November 13, 2024 to allow the development of eight duplex structures (16 units) and a

proposed density of 29.98 SFEs. Three structures were proposed to be accessed from Woods Drive and five structures accessed from a private drive off Woods Drive with central cul-de-sac.

Following the issuance of the development permit, the applicant applied for and was issued a right-of-way permit and an infrastructure permit from Public Works and eight building permits associated with eight units in four structures, buildings 1.1, 1.2, 3.1, and 3.2 in early April 2025. These permits allowed the applicant to begin site work, grading, utility installation, and foundation work for the four structures. This is the current status of construction progress on the Parcel. This neighborhood development has been branded as “Independence Townhomes” by the applicant. Between the development permit issuance and building permit application, as civil infrastructure plans were completed and construction plans were modified to comply with Engineering and Building Codes, there were resulting adjustments to building orientations. For example, buildings 3.1, 3.2, and 3.3 (proposed) are now more perpendicularly aligned with Woods Drive and buildings 1.1 and 1.2 were shifted closer together. These types of minor plan modifications are allowed between development permit approval and building permit issuance.

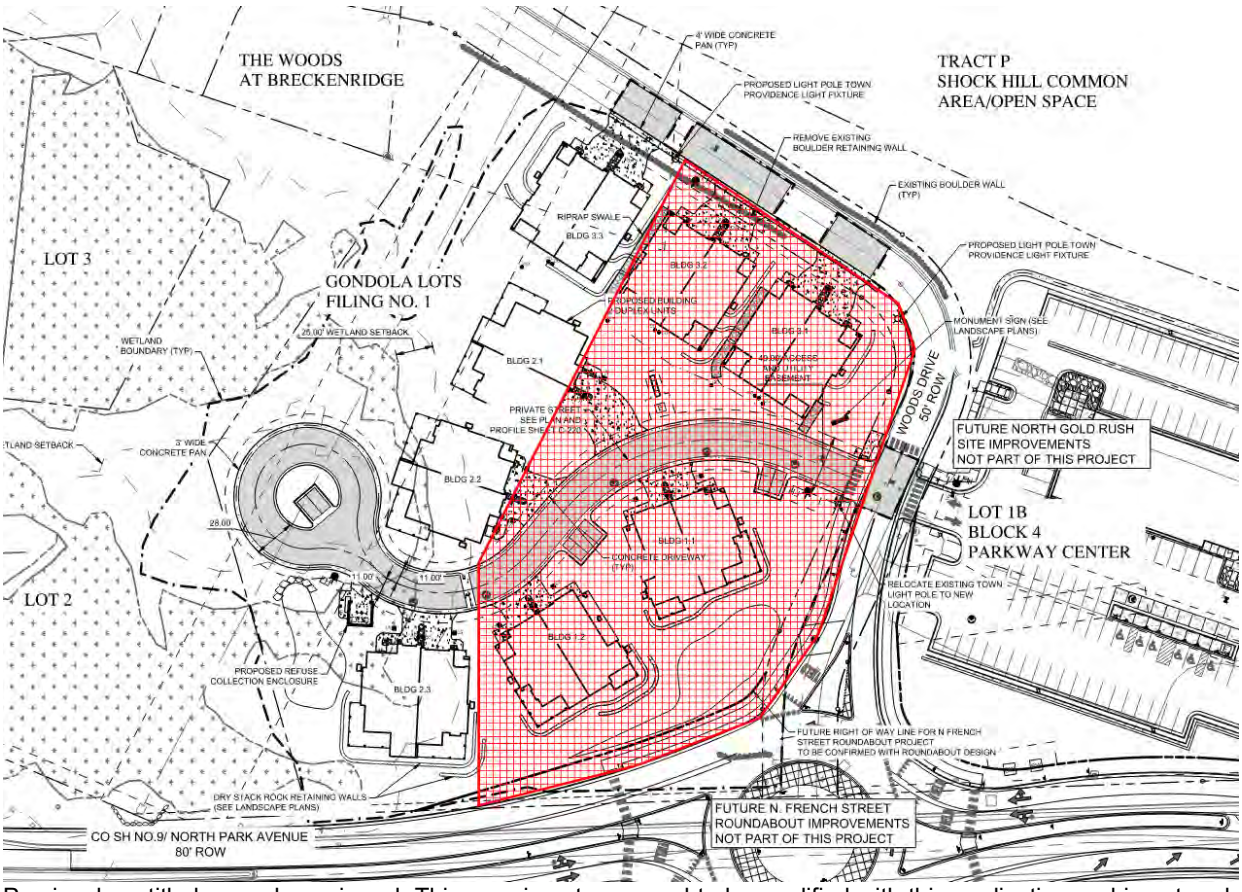
In Spring 2025, the CPTSB requested more substantial site plan revisions for the development to better comply with their regulations to keep permanent structures out of a 35’ air space corridor directly beneath the gondola cabin path of travel. These requirements allow for ease of access in emergency evacuation scenarios. A CPTSB variance is required for permanent structures located within the 35’ air space easement. The necessary revisions to meet CPTSB approval rise to the level of a site plan modification request and required Planning Commission review due to impacts on the east tree buffer and questions of compatibility with the development agreement. A hearing with the Planning Commission was held June 17, 2025, during which the site plan modification request was approved with a vote of 7-0. The site plan modification request was called up for de novo hearing by the Town Council on June 24, 2025.

Modification Request

The site plan modification proposal includes relocation or reorientation of four of the previously approved eight duplex structures, reconfiguration of the private drive, and relocation of supporting infrastructure and elements such as retaining walls, trash enclosure, guest parking, drainage facilities, detention ponds, and landscaping. Specifically, the applicant is requesting that buildings 3.3, 2.2, and 2.3 be shifted further north so that the majority of the permanent structures are outside the gondola easement. The CPTSB has provided letters of approval stating the modified proposed locations of buildings 3.3 and 2.2 are acceptable, granting a variance from their 35’ airspace requirement for the portion of those structures within the gondola cabin airspace. Building 2.1 will be within the 80’ gondola easement but not within the 35’ airspace and therefore does not require a variance from the CPTSB. The gondola easement and airspace is granted to the benefit of the ski area, Vail Resorts, by the property owner Gondola Properties, LLC (BGV). Vail Resorts was the applicant who requested a variance from the 35’ airspace requirement from the CPTSB. The easement does not preclude construction on the property within the easement by the landowner, Gondola Properties, LLC (BGV). The Town of Breckenridge has no controlling or ownership interest regarding the gondola easement or airspace. Building 2.1 will also be reoriented 180 degrees so that the driveway connection to the private drive is now on the north. Relocation of buildings 2.2 and 2.3 requires shifting the private drive further south. Structures will no longer be centered around the cul-de-sac of the private drive but rather the private drive cul-de-sac will extend past the structures to the south. It is acceptable for drive aisles and the cul-de-sac to be fully beneath the gondola air space but not a permanent structure. Moving building 2.3 reduces the eastern setback and requires removal of additional remaining trees. These revisions

also cause impacts to 0.12 more acres of wetlands area and 0.23 more acres of wetlands buffer area than the acreages previously identified as permanent wetland disturbance zones.

The modification request does not include buildings 1.1, 1.2, 3.1, and 3.2 which already have approved entitlements, have been issued building permits, and are under construction. See diagram below. For this reason, the modification request de novo hearing cannot consider the approved portion of the development within the red area shown below. Only areas outside the red hatched portion will be considered with this de novo hearing.



Previously entitled area shown in red. This area is not proposed to be modified with this application and is not under review during this de novo hearing.

Staff Comments

In this report, staff has addressed only the policies and issues that are identified as impacted by the modification request. The proposed changes impact the amount of affected wetlands, setback distances, retaining wall locations, tree buffer retention along Park Avenue, and proposed landscaping. There are no proposed changes to land use, site density and mass, unit counts, overall building height, architectural design, or exterior materials and therefore discussion of those related policies has been omitted from this report.

Site and Environmental Design, 7/R: The development agreement grants a complete waiver to Policy 7 and all subsections, including for retaining walls. The project will not be evaluated against this policy; however, additional retaining walls are proposed for the east side of building 2.3 which will move to a downslope position along Park Avenue. In exchange for waiving this

policy, BGV agreed to maintain the tree buffer that exists along Park Avenue at Parcel 3. These requirements and the tree buffer are discussed further under Policy 22 Landscaping.

Placement of Structures, 9/A & 9/R: The project continues to meet and exceed the perimeter boundary minimum setback requirements of Policy 9/R. For "other residential development" on a corner parcel with two right-of-way frontages, the right-of-way frontages are required front setbacks of 15', the other sides of the perimeter boundary are counted as side setbacks of 5'. Building 2.3, which was moved to be closest to the east perimeter boundary, will now be 37 feet from the property line. This exceeds the required 15' setback. Retaining walls and at-grade patios are not considered structures and do not need to be contained within the setback although they are within the setback in this case. Additionally, the Amended Gondola Lots Master Plan states, "*This plan is conceptual. The final location of buildings is subject to change depending upon the final design of the structures and outdoor spaces. Engineered detention areas and the final building sizes will influence the final design layout.*" This language allows for a building layout and configuration that is different from the concepts of the Master Plan. Staff has no concerns with the revised setback distance and modified placement of the structures.



Proposed Modified Structure Locations and Setbacks. See page EX-2 for details.

Snow Removal and Storage, 13/A & 13/R: With the modification request, a greater area of hard surfaces is proposed; 27,611 square feet of hardscape surfaces will now be developed. A snow storage area equal to 25 percent of the hard surface to be plowed, or 6,902 square feet, must now be provided. The project proposes 7,075 square feet of snow storage area. Snow storage is planned in sensible locations that allow for convenient and efficient plowing and removal. Staff has no concerns.

Refuse, 15/A & 15/R: A waste and recycling enclosure, architecturally identical to the enclosure previously approved, will be relocated along the private drive to be closer to the cul-de-sac. The trash enclosure continues to be of an attractive design with natural stone façade and metal roof that matches the design of the neighborhood. The new location of the enclosure along the cul-

de-sac should allow for easy disposal by residents and easy pick-up and turnaround by trash haulers. Staff has no concerns.

Internal Circulation, 16/A & 16/R and External Circulation, 17/A: The modified private drive and associated circulation design continues to be consistent with the approved master plan regarding private drive accesses and site access from Park Avenue. Vehicle access to the proposed duplexes will continue to be from Woods Drive and the paved interior private drive off Woods Drive will still serve five of the duplexes. Instead of these five duplexes arranged around the cul-de-sac they will now be accessed along the private drive and the cul-de-sac turnaround will be placed further to the south than the duplex structures. A cul-de-sac of this size is required for emergency vehicle access and turnaround due to the number of residences placed along the private drive.

Engineering has reviewed the proposal and has confirmed that the project still aligns with all other Engineering standards and follows the waivers specified in the development agreement. Staff has no concerns.

Open Space, 21/R: Even with the extended private drive and additional paving, the project continues to provide 56 percent of the land area as open space, or 88,265 square feet, nearly doubling the policy requirement of 30 percent open space. Staff has no concerns.

Landscaping, 22/A & 22/R: Policy 22 was waived for this project by the development agreement. In lieu of reviewing the project against Policy 22, the Town Council agreed in the development agreement that BGV will adhere to the landscape design concept and tree buffer retention requirements provided to the Council during the development agreement work sessions. The tree retention/buffer concept plans are referenced in Article 7.2 (c) of the development agreement and are attached in the packet as the “November 14, 2023 Concept Plan” for reference and are also included in the staff report below.

Article 7.2(c) of the development agreement states, “*Grant waivers from Policy 7/R Site and Environmental Design and all its subsections, and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent with conceptual plan prepared by DTJ Design and reviewed and approved by the Town Council on November 14, 2023 (the "Parcel 3 Concept Plan"), or a plan substantially similar thereto.”*

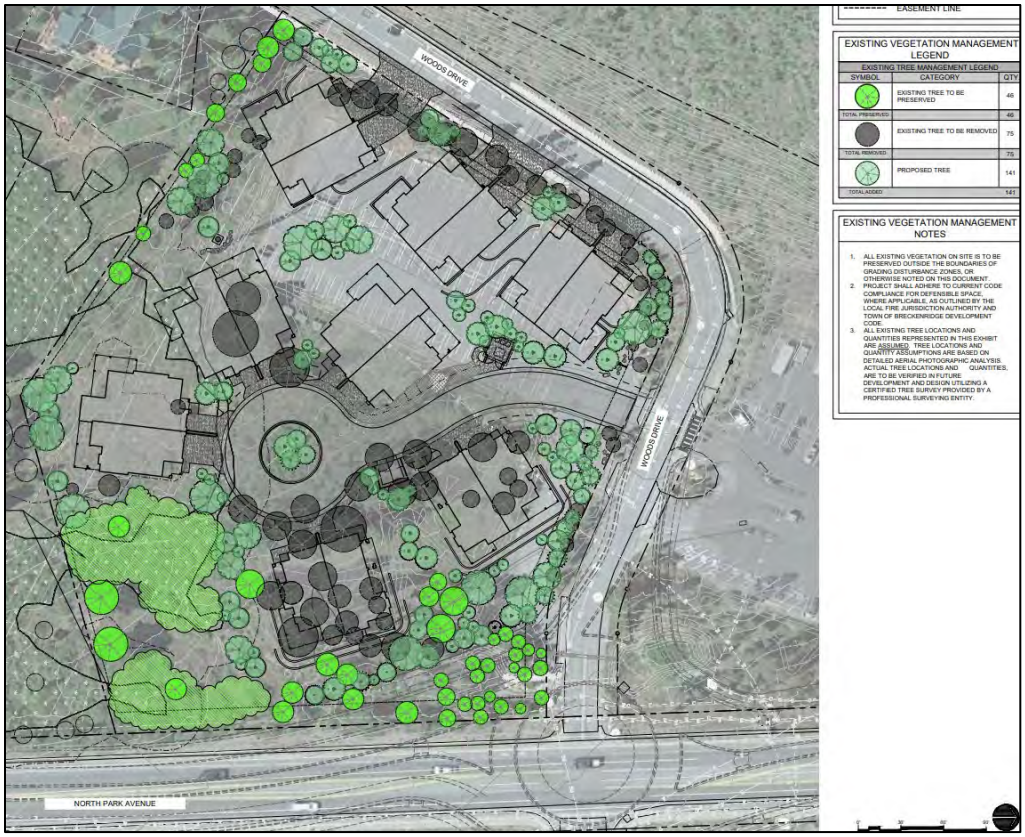
Staff recognizes that several factors, both within and out of the control of the applicant, have resulted in very few of the buffer trees remaining along Park Avenue. Shifts in building placement at the time of building permit review which moved buildings 1.1 and 1.2 closer together and precluded existing trees remaining between them, surveys which did not account for tree health or longevity may have shown inaccurate existing tree counts, natural tree death and lifespan of lodgepole pines, and an expanded area for the roundabout right-of-way which requires removal of additional existing trees have all contributed to fewer currently existing buffer trees or fewer trees that can be retained. This modification request, specifically relocating building 2.3 closer to Park Avenue and associated drainage improvements to the south, will require the removal of three additional trees along the eastern property boundary which would be considered buffer trees. These three trees are marked purple and circled in red on the diagram below. These mature tree canopies do contribute to the appearance of a tree buffer along Park Avenue. As a result, only a cluster of a separate three trees along Park Avenue are shown for preservation that will not subsequently be taken out by the future roundabout improvements. The applicant did work with staff after the modification request submittal to revise the modified plan to retain these cluster

trees, meeting with staff in person on site three times to discuss tree buffer retention along Park Avenue. Attached to this packet, the applicant has supplied detailed exhibits with photos of the additional trees to be removed, trees to be retained, and a visualization of the future development and proposed buffer. Staff finds these exhibits to be an accurate accounting of the existing conditions on the site.

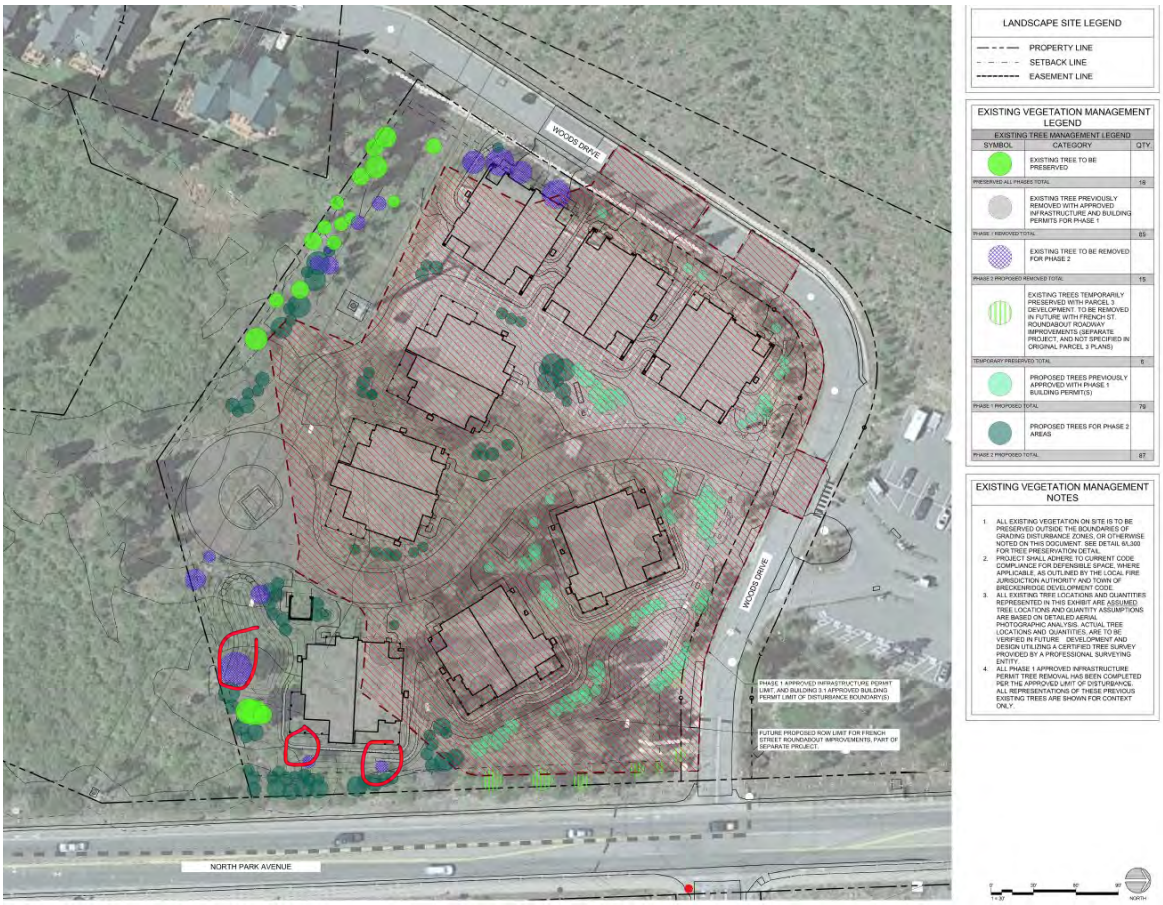
To offset the trees previously removed and those three newly proposed for removal, the applicant is proposing a robust replanting schedule that includes 166 new tree plantings across the project. This robust planting schedule has been enhanced and improved since the project's original approval in November 2024. The majority of new tree plantings will be along Park Avenue and Woods Drive. Hundreds more shrubs and perennials will also be planted. The applicant is proposing larger trees than are typically planted. Proposed Aspen will be multi-stem with a minimum of 2" caliper ranging from 10'-15' tall. Rocky Mountain Maple, Birch, Cottonwood, and Alder deciduous trees are also proposed and will range between 6'-8' tall. Douglas Fir between 10'-12' tall and Colorado Spruce evergreens between 8'-14' tall are proposed. Of the 47 evergreen trees proposed, 36 will be 10' or taller. Typical planting schedules include as small as 1 1/2" caliper deciduous trees and only 6' to 8' tall evergreens. Keeping any existing willow stands, if possible, in addition to new trees, will also help provide buffer. Staff notes that the proposed number of trees and their above average sizes will greatly enhance the visual buffer of the development as viewed from Park Avenue. The variety in height and species of newly installed trees will instantly provide better screening than the few remaining trees which are mature lodgepole pines.



November 14, 2023 Concept Plan



November 5, 2024 PL-2024-0302 Approved Landscape Plan



Proposed Modified Tree Retention, Removal, and Replanting Plan. See page L104 for details.

Staff believes the combination of the applicant's efforts to save a cluster of remaining trees and the robust replanting schedule proposed by the applicant to create a new visual buffer using larger than average plantings follow the landscape concept plans of the development agreement for preserving and enhancing the tree buffer along Park Avenue. Equally, the concept drawings show an enhanced interior landscape design surrounding the duplexes that is appropriate for the high alpine and wetlands adjacent area.

Drainage, 27/A & 27/R: The development continues to propose vegetated and aesthetically attractive storm water detention ponds which will serve as the collective drainage areas for all eight duplex structures. The ponds are proposed to be vegetated with wetland native seed mix and low-level native shrubs. One of the ponds has been moved to the southeast area of the parcel. The project was previously assigned one positive point for the proposed detention ponds and staff does not recommend changes to the assignment of points under this policy.



Proposed Detention Areas- see sheets L200, L201, L202, and L400 for details.

Water Quality, 31/A & 31/R: The development agreement waives Water Quality Policy 31 as long as any additional wetland impacts that were not identified in the Wetlands Report are mitigated as outlined in the development agreement Article 7, Section 7.1 (a).

The applicant has submitted an updated Gold Rush Lots Wetland Technical Report which identifies additional areas of wetland disturbance and additional wetland buffer disturbance. The applicant has also purchased additional wetland mitigation credits to satisfy the mitigation requirements of the development agreement. The Town's Engineering Division has reviewed the modified plans and updated technical report and agrees the additional credits purchased mitigate the additional wetland disturbance areas identified. There will be temporary disturbance during construction within the 25' wetland setbacks to accommodate positive drainage for the proposed structures. No structure will be located within the wetland setback. Staff has no concerns.



Modified Wetlands and Buffer Disturbance Areas. See page L105 for details.

Point Analysis

Staff finds the modified proposal to meet all provisions of the April 9, 2024 Development Agreement, Gondola Lots Master Plan, and the applicable absolute policies of the Development Code. The points assigned previously relating to relative policies of the Development Code are listed below. Staff recommends no changes to the previously approved point assignment. The project has a passing final point analysis of zero (0) points.

Negative Points: negative one (-1)

- Policy 6/R: Unbroken ridgelines greater than 50’ in length. Negative one (-1) point.

Positive Points: positive one (+1)

- Policy 27/R Drainage: Positive one (+1) point, for the provision of a visually attractive detention pond.

Total Points: zero (0)

Staff Recommendation

The Planning Department recommends approval of the Parcel 3 Duplexes Site Plan Modification Request, PL-2025-0116, located at 355 North Park Avenue, the project having met the requirements of the April 9, 2024 Development Agreement, Gondola Lot Master Plan, and all applicable absolute policies of the Development Code with a passing point analysis of zero (0) points and the attached findings and conditions.

For reference, the November 14, 2023 Concept Plan, the amended Gondola Lot Master Plan, the April 9, 2024 approved development agreement, and the previously approved PL-2024-0302 development permit plans are attached.

	Class-C Modification de novo Point Analysis			
Project:	Breckenridge Grand Vacations Parcel 3 (South Goldrush Lot Duplexes) Site Plan Modification de novo	**Positive**	**Points**	**+1**
PC#	PL-2025-0116		>0	
Date:	7/1/2025	**Negative**	**Points**	**- 1**
Staff:	Sarah Crump, AICP, Senior Planner		<0	
		Total	**Allocation:**	**0**

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		Residential duplexes proposed meet master plan and LUGs.
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		29.93 SFEs proposed, 30 SFEs allowed per Master Plan.
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
5/A	**Architectural Compatibility**	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)	Complies	
6/A	**Building Height**	Complies	Complies	Negative points were assigned at the master plan for height. Three stories (38') allowed by master plan; three storeis (<38') proposed.
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
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)	- 1	Unbroken ridgelines greater than 50'.
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		Policy 7 waived by development agreement. Applicant must meet conceptual plan requirements of the development agreement.
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**	Not Reviewed		
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)		
12/A	**Signs**	N/A		
13/A	**Snow Removal/Storage**	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	**Storage**	Complies		
14/R	Storage	2x(-2/0)		
15/A	**Refuse**	Complies	Complies	
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
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	Displaced skier parking pursuant to the parking agreement will be provided on North Goldrush Lot.
18/R	Parking - General Requirements	1x(-2/+2)		Exceeds the required parking.
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		
19/R	Loading	2 x (0/+2)		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		Positive points received for open space dedication at Master Plan.
21/R	Open Space - Public Open Space	3x(0/+2)	Complies	
22/A	**Landscaping**	Complies		Policy 22 waived by development agreement. Landscaping and tree buffer must instead meet conceptual plan requirements of the development agreement.
22/R	Landscaping	2x(-1/+3)		
24/A	**Social Community**	Complies		
24/A	Employee Housing Impact Mitigation			
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)		
24/R	Social Community - Community Need	3x(0/+2)		Positive points received for meeting a Council Goal at Master Plan.
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)		Positive points received for providing a CIP project of the French Street roundabout at Master Plan.
27/A	**Drainage**	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)	+1	Shared attractive and aesthetically pleasing water detention ponds.
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		Policy 31 waived by development agreement. Applicant agreed to and complies with wetland mitigation strategy found in Section 7.1.a. of the development agreement.
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	**Water Conservation**	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+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(-1/-20)		None proposed.
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		

33/R	101-500 square feet of outdoor heated pool and/or hot tub in a commercial or multifamily development. For each additional 500 square feet, or portion thereof, of outdoor heated pool and/or hot tub in a commercial or multifamily development over the first 500 square feet	-1		
33/R	EV Capable Parking Spaces	1X(+1/+3)		
33/R	EVSE InStalled Spaces	1X(+1/+3)		
33/R	Other Design Feature	1X(-2/+2)		
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)		
37R	Special Areas - Cucumber Gulch/Setbacks	2x(0/+2)		
37R	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		
48/A	**Voluntary Defensible Space**	Complies		
49/A	**Vendor Carts**	Complies		

June 9, 2025

Sarah Crump, AICP
Town of Breckenridge Community Development Department
150 Ski Hill Road / Post Office Box 168
Breckenridge, Colorado 80424

RE: Proposed Landscape Plan for South Gold Rush/Parcel 3 – Duplex Development Site Plan Modification (Original Development Permit PL-2024-0302)

Sarah,

Thank you for your assistance with our application and for you, Chris Kulick, and Mark Truckey meeting with us to discuss this request and walk the property. As we mentioned, due to the Colorado Passenger Tramway Safety Board ("CPTSB") recent review of the project, revisions to the project's layout are required to further minimize infringement into the gondola corridor's 35' air space setback and to provide emergency access to the gondola corridor on the southern portion of the property. This impacts the buildings' arrangement, internal private access design, encroachment into the wetlands and wetlands setback, and the landscape plan. In general, the site layout has been shifted to the north and west because of the CPTSB. Setbacks greater than that required by the Development Code have still been provided.

It was not our desire to request a modification to the original site plan. We thought that the CPTSB would approve the building locations and were quite shocked when they required the buildings' relocations. Encroachments into the gondola corridor, the wetland areas, and Park Avenue tree buffer have been minimized as much as possible with minimizing wetland impacts and wetland improvements as our priorities. We appreciate Staff's landscape and Park Avenue tree comments in relation to the Development Agreement. The Development Agreement calls for a tree buffer along Park Avenue to be created through a combination of existing and proposed trees and refers to the November 14, 2023 Parcel 3 plan as a "concept plan." It also allows for a plan "substantially similar thereto" to be provided to meet the buffering intent. As you know, projects evolve over time as they move through the review and construction process due to additional information and/or additional requirements. Plans are then modified out of necessity.

We are in conformance with the infrastructure permit and building permits that have been issued for the property. No work has been done on the property, including tree removal, which has not been approved by the Town. We have accurately reflected our intentions for the site throughout the planning and building permit processes and we have continued to do so with the proposed plans. For instance, we could show trees to remain which we know would not survive/die in a few years due to grading and drainage improvements and just replace them per Town requirements. Instead, we have proposed a realistic Landscape Plan based on a number of factors—CPTSB requirements, building relocations, associated grading, drainage and infrastructure improvements,

the health of the trees, and wetland minimization and mitigation efforts. We have preserved as many trees as possible on-site, especially along Park Avenue, given these considerations.

At your request, we have analyzed the existing trees' locations (via drone footage taken on June 3, 2025) and our plans again. We have found additional trees to preserve near Woods Drive at the southwestern boundary and near Park Avenue at the southeastern boundary of the property. We also discovered one existing tree previously designated to remain along Park Avenue to be dead and blown over from wind damage. Consequently, a revised Landscape Plan and Existing Tree Management Plan have been provided in the plan set. Support exhibits and imagery have also been submitted clarifying current conditions and proposed tree management efforts. Renderings have been included to help illustrate the planting buffers we are proposing. We believe the proposed Landscape Plan is robust, attractive, and functional, and meets the intent of the Development Agreement, Gondola Lots Master Plan Amendment, and Development Code.

We realize that the current conditions can be surprising without understanding the background and events that have led to the current request. Thus, we have provided a chronology of activities and a discussion below to help provide a better understanding of the proposed Landscape Plan.

Background – Development Agreement, Permits, Existing Conditions

The Development Agreement for the Breckenridge Grand Vacations Gondola Lot and Peak 7 & 8 Master Plans was approved on April 9, 2024 by the Town Council and recorded on May 24, 2024 under reception no. 1331127 with the Summit County Clerk and Recorder. Many different project layouts were investigated during the Development Agreement discussions to minimize wetland encroachments and maximize the Park Avenue tree buffer. It was recognized that many of the existing trees along Park Avenue have reached their life span and/or are unhealthy. Thus, a conceptual development plan prepared by DTJ Design was reviewed and approved by the Town Council on November 14, 2023. It showed a combination of tree preservation and revegetation efforts to create a healthy tree buffer. New tree species were proposed to enhance diversity and create a buffer with newer trees that will live longer than the existing trees.

The plan was comprehensive in that showed the trees to be removed for the Parcel 3 improvements as well as those for the future roundabout and sidewalk improvements. It showed the final parcel boundaries and reduced size due to the Colorado Department of Transportation ("CDOT") required right-of-way ("ROW") dedication. A total of 37 existing trees were reported to remain and 12 of these were off-site on the adjacent southern parcel. Of the 25 on-site trees, two trees were shown to remain on the southern portion of the site, 11 trees were shown to remain along Woods Drive, and a small pocket of 12 trees were shown to remain near on the central portion of the site. Approximately six of these 12 trees were near Park Avenue and were shown to remain. A total of 43 trees were to be removed and a total of 156 trees were to be installed on-site with 34 of them as tree buffer replacement.

The Development Agreement granted waivers from Relative Policy 7/Site and Environmental Design and all its subsections and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue. Preservation and revegetation efforts consistent with that conceptual development plan, or a plan substantially similar to, were expected for the waivers. Similar language was echoed in the Gondola Lot Master Plan Amendment for Parcel 3. Section 7.2 (c) of the Development Agreement states that the Town would:

> *(c) Grant waivers from Policy 7/R Site and Environmental Design and all its subsections, and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent with conceptual plan prepared by DTJ Design and reviewed and approved by the Town Council on November 14, 2023 (the "**Parcel 3 Concept Plan**"), or a plan substantially similar thereto.*

The Planning Commission reviewed the original duplex site plan application twice—on September 3, 2024 and on November 5, 2024. They found the project to meet all the application terms of the Development Agreement, Master Plan, and Development Code policies. The Town Council approved the request the following week on November 12, 2025.

An infrastructure permit and ROW permit were obtained on April 10, 2025 from the Engineering Department. Building permits were then issued on April 11, 2025 for Phase 1's four buildings (eight units) located on the northern and eastern portions of the site. During the Town's review of those permit applications, our Team met with Staff on- and off-site to determine the limits of disturbance based upon the proposed improvements—buildings, retaining walls, detention pond and discharge pipe to the storm sewer, and other utility locations. The approved limits of disturbance have been shown in red hatching on the Existing Tree Management Plan. All subsequent site disturbance and our existing on-site conditions are in compliance with the approved permits as reflected on this plan. Only the trees permitted to be removed have been removed.

The Existing Tree Management Plan breaks out the existing trees to be preserved and removed and the new trees to be installed during the various phases of development—Phase 1, currently proposed Phase 2, and the future roundabout improvements. Separate permits will be obtained from the Engineering Department and CDOT for the future roundabout improvements.

Looking at the existing conditions, it is apparent now that the pine trees did not, and still do not, provide any significant buffer to Park Avenue—rather the willows and other shrub plantings do. The willows were not considered on the Development Agreement conceptual development plan or original Parcel 3 site plan. As mentioned before, most of the existing trees along Park Avenue have reached their life span, are unhealthy, or dead. Existing conditions photos have been attached showing that the trees have very few to any lower level limbs. These older trees' limbs are sparse and generally higher up on the trees which do not provide any lower level screening. On the other hand, the willows at 9'-12' tall provide screening to Park Avenue. As mentioned earlier, one of the

existing Park Avenue trees which was proposed to remain on the original Site Plan set is now dead and blown over from wind damage. It has now been removed from our documents and plans for tracking.

As mentioned before, we have tried to minimize disruption to the Park Avenue trees as much as possible balancing CPTSB requirements, the location of the project's improvements, and wetland mitigation efforts. Our architects, engineers, and wetland consultant have all re-analyzed the site and proposed improvements in an effort to preserve as many trees as possible. In comparison to the Development Agreement concept plan and existing site conditions, one additional tree is proposed to be removed on the southeastern boundary of the site while 15 additional trees are proposed to be retained on the southwestern portion of the site. Additional tree information was later obtained during the Site Plan review. In comparison to the previously approved Parcel 3 Site Plan's Landscape Plan, four trees are proposed to be removed on the southeastern portion of the site and six more trees will be retained on the southwestern portion of the property. (The Parcel 3 Landscape Plan utilized existing site boundaries and additional tree information. It did not specify trees to be removed for the future ROW improvements under separate applications/permits. It focused only on that particular application's circumstances.) In terms of the existing trees and proposed Landscape Plan:

- Two trees along Park Avenue are proposed to be removed due to foundation grading, retaining walls, and required drainage swales.
- One of the southernmost trees is to be removed for the construction of the stormwater detention pond and wetland bypass swale channel and wetland enhancements. The wetland improvements must take place here to be effective. The nearby cluster of three trees will be preserved with a redesign to the detention pond and storm sewer line.
- Two trees will be removed for the new fire department emergency turnaround/gondola access cul-de-sac design. The roundabout is needed not only for emergency services turn around but also emergency evacuation staging under the gondola corridor.
- According to our engineers, it is possible to reduce the cul-de-sac radius by 3' utilizing asphalt and drainage pans but it would not be enough to preserve these trees. These two trees are in, or near, the gondola corridor and once they mature in height they will be removed for safety.
- 15 additional trees on the southwest portion of the site will be preserved with grading adjustments which were not shown on the Development Agreement Plan. Of these 15 trees, only nine were shown to be preserved on the original approved Site Plan—thus, six more to remain. Two of these trees are also near/in the gondola corridor and will eventually be removed due to their height.
- Additional trees and taller trees will be installed to help create a layered Park Avenue tree buffer and provide immediate screening.

Trees	Development Agreement Plan	Proposed Plan
Existing Trees Preserved	37 – 12 off-site = 25	18
New Trees Proposed	156	166
Total Trees	181	184

Proposed Landscape Plan

As mentioned above, the proposed Landscape Plan and the Existing Tree Management Plan have been revised from our original modification submittal package. Drone footage was obtained on June 3, 2025 which provided more accurate tree locations for analysis. Consequently, some of the existing trees in the southwest portion of the property can be preserved with modified grading and a cluster of three trees will be preserved near the southeast detention pond with a redesign to the pond and its storm sewer line. The landscape plan is realistic taking into consideration the new site layout, grading, necessary utility off-sets, the health of the trees, proposed trees' initial and long-term growth, fire mitigation requirements, and the wetlands.

As noted above, minimizing wetland encroachment and improving the overall wetland complex was our priority rather than preserving trees in questionable health with no real lower level tree limbs. A Gold Rush Lots Wetland Technical Report Update April 1, 2025 ("Report Update") provides an analysis of the new disturbance in relation to that previously allowed and a mitigation plan to improve the hydrology of the wetlands complex. The proposed wetland improvements include the construction of groundwater cutoff trenches, PVC curtains, and swales. The PVC curtain is intended to keep the shall groundwater in the existing wetlands and the swales are intended to capture surface flows and redirect them back into the wetlands. Our wetland consultant has stated that the location of these improvements cannot be adjusted to save more trees and still achieve their goal of maximizing flows back into the wetland complex. Similarly, the detention pond is required to manage stormwater flows and detention on the site, which is part of the overall hydrologic plan to meet Town stormwater standards.

A strong Landscape Plan is proposed utilizing native plant materials to complement the natural surroundings and enhance the aesthetics of the site. The Landscape Plan shows a variety of deciduous and evergreen trees and shrubs in varying heights and pays particular attention to Park Avenue. Many deciduous trees and shrubs have been replaced with evergreens which will help provide better year-round screening and buffering to Park Avenue than previously proposed. Additionally, taller evergreen trees, ranging from 10' to 14' in proposed installed height, are shown along Park Avenue to provide a layered height buffer and immediate effective screening.
Along Park Avenue and in the southeast corner of the site, 40 new trees will be installed for the additional six trees to be removed—approximately 6.6:1. We realize that existing trees can play an important role in an effective buffering plan, but the existing trees in this situation do not do so. The trees are not specimens or full branching trees; rather they are older Lodgepole pine trees in questionable health with sparse lower limbs that do not provide effective buffering. Others are

smaller very young Lodgepole pine that can easily be replaced with more resilient full branching Spruce and Douglas Fir species at similar height/size. As noted earlier, the existing willows and shrubs provided the most effective screening to the site, and the current proposed landscape plan looks to recreate lower and mid-level plant layering to help recreate that buffer.

The intent of the Development Agreement was to have a buffer between Park Avenue and the future development by utilizing a combination of existing and new trees. The plan was conceptual and allowed for future adjustments via a plan "substantially similar thereto." We believe the proposed plan is substantially similar to what was approved in the Development Agreement and original site plan in that it creates an effective and instant buffer to Park Avenue. A variety of tree species and sizes are proposed to add diversity and improve the health and functioning of the buffer for the long term. The proposed trees and shrubs will add diversity and create density at both the lower and higher levels adjacent to Park Avenue. The proposed Landscape Plan is a much better solution to create a long term buffer than maintaining trees in questionable health and/or now dead.

All disturbed areas will be revegetated with topsoil and different types of native grass and perennial seed mixes. Water saving irrigation equipment will be used including smart controllers with rain, freeze, flow sensors, as well as master valves. All new landscape areas will be irrigated with an automatic underground irrigation system. Low-grow native grassland zones are proposed in select areas in lieu of traditional manicured turf grass and will be irrigated with a permanent overspray irrigation system. The buffer trees will have permanent drip irrigation in all areas and all other proposed planting beds and/or trees and shrubs located in restoration wildland zones will be watered with a drip irrigation system to conserve water. All revegetated seed mix areas and native planting transition zones will be provided with a temporary irrigation system during the establishment period which will then be removed or decommissioned after two growing seasons.

An attractive landscape plan and Park Avenue buffering are important not only from the Development Agreement's off-site screening perspective, but it also to us from an on-site perspective for our future residents. We want to create effective buffer from Park Avenue for the long term. The proposed landscape plan for the property will be maintained in perpetuity unless approval is obtained from the Town for any necessary modifications (i.e., diseased or infected trees, fire mitigation due to tree growth, etc.). Absolute Policy 22/Landscaping subsection E: Required Maintenance of Landscaping will be met. This section calls for all plantings to be maintained in a healthy and attractive conditions including watering, fertilizing, weeding, pruning, trimming, etc. Any plant materials that are removed or die must be replaced.

Conclusion

We believe the proposed Landscape Plan and the Park Avenue tree buffer meet the spirit and intent of the Development Agreement. The goal of the Development Agreement was to have an effective buffer between Park Avenue and the future development by utilizing a combination of existing and new trees. The Development Agreement recognized the conceptual nature of its plan and allowed for a future plan "substantially similar thereto."

Due to the unanticipated CPTSB requirement to relocate the buildings, the project layout has been revised. The proposed Landscape Plan is realistic and comprehensive taking into consideration CPTSB requirements, building, roadway and utility locations, setbacks, fire mitigation, wetlands, and the long-term health and functioning of the Park Avenue tree buffer. As noted above, minimizing wetland encroachment and improving the overall health of the wetland complex was our priority rather than preserving older trees in questionable health that do not provide any effective buffering.

The proposed Landscape Plan is robust and pays particular attention to Park Avenue. It shows a variety of deciduous and evergreen trees and shrubs in varying heights which will help provide better year-round screening and buffering to Park Avenue than previously proposed. Additionally, taller evergreen trees, 10' - 14' tall, are shown along Park Avenue to provide a layered height buffer and immediate effective screening. We believe the Development Agreement's Park Avenue buffer intent has been well met with the proposed Landscape Plan.

Please feel free to contact me or anyone on our development team about the Landscape Plan. We will be glad to discuss the Plan with you in detail or provide any additional information you may need. We appreciate your continued help on Parcel 3.

Regards,

Graham Frank
Chief Development Officer

SOUTH GOLD RUSH / PARCEL 3

355 N. PARK AVE, BRECKENRIDGE, CO, 80424

SITE PLAN MODIFICATION

SEPTEMBER 23, 2024

PROJECT DIRECTORY

OWNER:	
BRECKENRIDGE GRAND VACATIONS 100 S Main Street Breckenridge, CO 80424 tel. 970-453-8883 email. gfrank@breckenridgegrandvacations.com Contact: Graham Frank	
SURVEYOR:	
BASELINE SURVEYS, LLC P.O. Box 7578 13541 Colo. HWY #9 tel. 970-453-7155	
ARCHITECT:	
DTJ DESIGN, INC. 3101 Iris Avenue, Suite 130 Boulder, Colorado 80301 tel. 303-443-7533 fax. 303-443-7534 email. lpayne@dtjdesign.com Contact: Lee Payne	
LANDSCAPE ARCHITECT:	
DTJ DESIGN, INC. 3101 Iris Avenue, Suite 130 Boulder, Colorado 80301 tel. 303-443-7533 fax. 303-443-7534 email. bcampie@dtjdesign.com Contact: Bill Campie	
CIVIL ENGINEER:	
TETRA TECH 130 Ski Hill RD, Suite 140 Breckenridge, CO 80424 tel. 970-453-4579 Contact: Chris Durloo	

CONCEPTUAL RENDERING



NOTE: RENDERING IS FOR PRESENTATION PURPOSES ONLY AND IS NOT TO BE CONSIDERED PART OF THE CONTRACT DOCUMENTS

PROJECT INFORMATION

ADDRESS: 355 N. PARK AVE.
BRECKENRIDGE, CO 80424

LAND USE DISTRICT: DISTRICT 9.2

LEGAL DESCRIPTION: Lot 1,Gondola Lots, Filing No.1,
A resubdivision of Lot 1A, Block 4, Parkway Center Subdivision, Filing No. 1 Amended & Tract Q, Shock Hill Subdivision Located in Section 36 Township 6 South, Range 77 West and Section 36 Township 6 South, Rage 78 West of the 6th P.M. Summit County, Colorado

SIGNATURE BLOCK

UPON THE ISSUANCE OF A DEVELOPMENT PERMIT BY THE TOWN OF BRECKENRIDGE, THIS SITE PLAN SHALL BE BINDING UPON THE APPLICANT, AND THE APPLICANT'S SUCCESSORS AND ASSIGNS. UNTIL SUCH TIME AS THE TOWN HAS ISSUED A FINAL CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE. PRIOR TO THE ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLIANCE, THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS, AND LIMITATIONS SET FORTH HEREIN AND IN THE DEVELOPMENT PERMIT FOR THIS SITE. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY IN ACCORDANCE WITH THE BRECKENRIDGE DEVELOPMENT CODE. THIS DOCUMENT REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN THE APPLICANT AND THE TOWN OF BRECKENRIDGE WITH REGARD TO DEVELOPMENT RIGHTS AND DENSITY REMAINING ON THIS SITE.

SHEET INDEX

NUMBER	SHEET LIST
GENERAL	
G001	COVER SHEET
CIVIL	
C-001	LEGEND AND ABBREVIATIONS
C-100	EXISTING CONDITIONS PLAN
C-104	CIVIL SITE PLAN
C-105	GRADING AND DRAINAGE PLAN
C-106	COMPOSITE UTILITY PLAN
C-109	PRIVATE STREET PLAN AND PROFILE
C-500	CIVIL SITE DETAILS
C-501	DRAINAGE DETAILS
C-502	DRAINAGE DETAILS
LANDSCAPE	
L100	LANDSCAPE SITE PLAN
L101	LOT COVERAGE PLAN
L102	CIRCULATION PLAN
L103	SNOW MANAGEMENT PLAN
L104	EXISTING TREE MANAGEMENT
L105	WETLAND DISTURBANCE
L200	PLANTING PLAN
L201	PLANTING PLAN
L202	PLANT SCHEDULE
L300	SITE DETAILS
L400	ILLUSTRATIVE PLAN
ARCHITECTURE	
A100	PLANS - BUILDING 1
A101	PLANS - BUILDING 2
A102	PLANS - BUILDING 3
A103	PLANS - BUILDING 3
A200	ELEVATIONS - BUILDING 1.1 - SCHEME 1
A201	ELEVATIONS - BUILDING 1.2 - SCHEME 2
A202	ELEVATIONS - BUILDING 2.1 - SCHEME 2
A203	ELEVATIONS - BUILDING 2.2 - SCHEME 3
A204	ELEVATIONS - BUILDING 2.3 - SCHEME 1
A205	ELEVATIONS - BUILDING 3.1 - SCHEME 3
A206	ELEVATIONS - BUILDING 3.2 - SCHEME 2
A207	ELEVATIONS - BUILDING 3.3 - SCHEME 1
A208	TRASH ENCLOSURE
A210	BUILDING 1 SECTIONS
A211	BUILDING 2 SECTIONS
A212	BUILDING 3 SECTIONS
A301	SOLAR STUDY
A302	MATERIAL BOARD
A900	SITE PANORAMIC PHOTOS

VICINITY MAP



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ARCHITECTURE
PLANNING
LANDSCAPE
ARCHITECTURE

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T 303.443.7533

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SOUTH GOLD RUSH / PARCEL 3 DUPLEXES
355 N. PARK AVE. BRECKENRIDGE, CO
SITE PLAN MODIFICATION

NOT FOR CONSTRUCTION

DRAWN BY: OL/MM/JK/JM
CHECKED BY: OL, DR, LP
PROJECT NO: 2024019.30
ISSUE DATE: 10/28/2024
REVISIONS:
1 10/28/2024
2 05/02/2025

SHEET TITLE: COVER SHEET

SHEET NUMBER: G001

DrawingAutodesk Docs://2024018.30 Gold Rush South/Gold Rush South.rvt
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PROJECT CONTACT INFORMATION

TETRA TECH
CONTACT: Christopher Durloo
(970) 423-3420
chris.durloo@tetratech.com

LEGEND

EXISTING

- SANITARY SEWER LINE
- WATER LINE
- STORM SEWER LINE
- ELECTRIC LINE
- COMMUNICATION LINE
- GAS LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT
- SECTION LINE
- MINOR CONTOUR
- MAJOR CONTOUR
- 100-YR FLOODPLAIN
- WETLAND SETBACK
- WETLAND AREA
- BOULDER WALL
- CULVERT
- EXISTING SLOPE GREATER THAN 50%
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- STORM SEWER INLET
- STORM SEWER STRUCTURE
- LIGHT POLE
- ELECTRIC TRANSFORMER
- COMMUNICATION VAULT
- SURVEY MONUMENT
- TREE

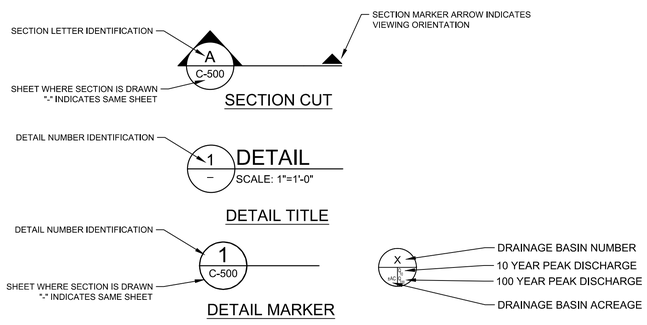
PROPOSED

- RIGHT-OF-WAY LINE
- EASEMENT
- SHARED TRENCH - ELECTRICAL AND GAS
- ELECTRIC LINE
- GAS LINE
- FLOW LINE
- SANITARY SEWER LINE
- WATER LINE
- STORM SEWER LINE
- FENCE
- MAJOR CONTOUR
- MINOR CONTOUR
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- SANITARY SEWER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- FLARED END SECTION
- ELECTRIC TRANSFORMER
- WETLAND IMPACT AREA
- POINT OF ANALYSIS
- PROPOSED DRAINAGE BASIN
- PROPOSED FLOW ARROW

ABBREVIATIONS

AC	ACRE
ABC	AGGREGATE BASE COURSE
BFP	BACK FLOW PREVENTOR
BVCS	BEGIN VERTICAL CURVE STATION
C	CHORD
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CFS	CUBIC FEET PER SECOND
CL	CENTERLINE, CLASS
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CY	CUBIC YARD
E	EASTING
EG	EXISTING GRADE
EL	ELEVATION
ELEC	ELECTRICAL
EOA	EDGE OF ASPHALT
EOG	EDGE OF GRAVEL
EOR	EDGE OF ROAD
EVCS	END VERTICAL CURVE STATION
FES	FLARED END SECTION
FF	FINISH FLOOR
FG	FINISH GRADE
FT, '	FOOT, FEET
FH	FIRE HYDRANT
HDPE	HIGH DENSITY POLYETHYLENE
HGL	HYDRAULIC GRADE LINE
HORIZ	HORIZONTAL
HMA	HOT MIX ASPHALT
IN, "	INCH
INV	INVERT
L	LENGTH, LEFT, LINE
LF	LINEAR FEET
MH	MANHOLE
N	NORTH, NORTHING
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
NO.	NUMBER
NTS	NOT TO SCALE
OFF	OFFSET
PC	POINT OF CURVATURE
PH	PHASE
PI	POINT OF INTERSECTION
PSV	PRESSURE SUSTAINING VALVE
PT	POINT OF TANGENCY
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS, RIGHT
R/W	RIGHT-OF-WAY
RCBC	REINFORCED CONCRETE PIPE, BOX CULVERT
RCP	REINFORCED CONCRETE PIPE
RCPA	REINFORCED CONCRETE PIPE, ARCH
S	SOUTH
STA	STATION
SHT	SHEET
SWMP	STORMWATER MANAGEMENT PLAN
TBOC	TOP BACK OF CURB
TOC	TOP OF CONCRETE
TYP	TYPICAL
USFS	UNITED STATES FOREST SERVICE
VBH	VAULT BLOCK HOUSE
VERT	VERTICAL
W	WEST

MARKER DESCRIPTORS



TETRA TECH ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS (HORIZONTAL AND VERTICAL). THE EXISTING UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

811 Know what's below. Call before you dig.

Utility Notification
Center of Colorado
Administrative Office 303-232-1991
16361 Table Mountain Parkway
Golden, Co 80215

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

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GOLD RUSH SOUTH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

SITE PLAN MODIFICATIONS

DRAWN BY: ACR
CHECKED BY: CDD
PROJECT NO.: 200-325517-21001
ISSUE DATE: 09/23/2024
REVISIONS: 10/28/2024, 05/02/2025, 06/06/2025

SHEET TITLE: LEGEND AND ABBREVIATIONS

SHEET NUMBER: C-001

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Last Saved: May 5, 2025 2:23:36 PM by Arden.rose
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THE WOODS
AT BRECKENRIDGE

TRACT P
SHOCK HILL COMMON
AREA/OPEN SPACE

LOT 3

WETLAND
BOUNDARY (TYP)

GONDOLA LOTS FILING NO.1

LOT 1
EXISTING LOT AREA 3.5933 AC

LOT 2

LOT 1B
BLOCK 4
PARKWAY CENTER

LOT 5

GONDOLA LOTS
FILING NO. 2

LOT 4

CO SH NO.9/ NORTH PARK AVENUE
80' ROW

EXISTING BOULDER WALL
(TYP)

BRECK CONNECT
GONDOLA

EXISTING
TRANSPORTATION
SYSTEM EASEMENT

LIFT TOWER #3

EXISTING DRAINAGE
EASEMENT

EXISTING
PAVEMENT EDGE

PARKING
LOT

EXISTING SIGN
(TYP)

WOODS DRIVE
50' ROW

8" DIP WATER LINE

8" PVC SANITARY SEWER LINE

18" STORM SEWER LINE

25.00' WETLAND
SETBACK

36" HDPE CULVERT

LIFT TOWER #4

EXISTING 5'
UTILITY EASEMENT

0 20' 40' 80'
1" = 40'

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GOLD RUSH SOUTH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

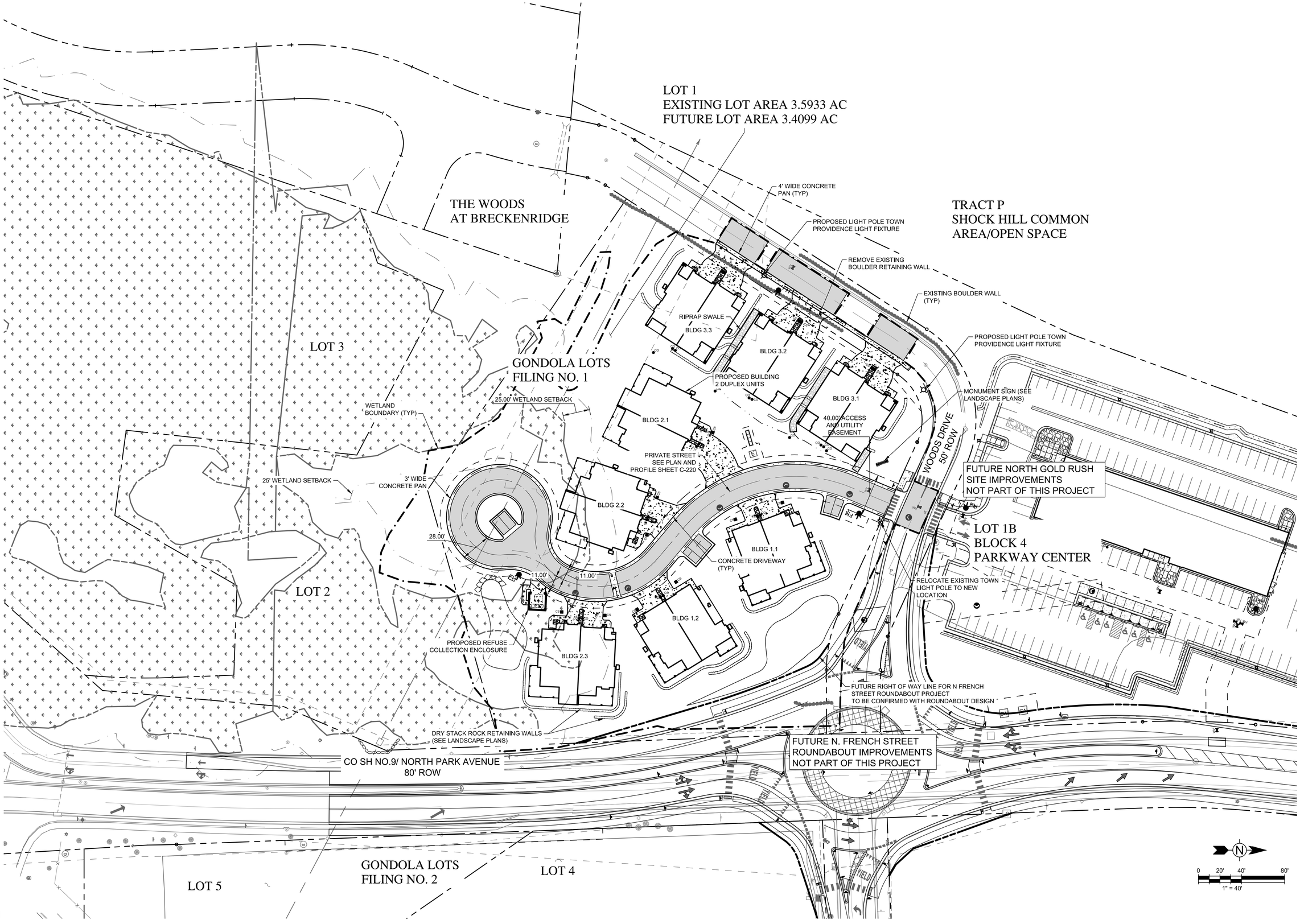
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PROJECT NO.:	200-325517-21001
ISSUE DATE:	09/23/2024
REVISIONS:	10/28/2024
	05/02/2025
	06/06/2025

SHEET TITLE:
EXISTING
CONDITIONS PLAN

SHEET NUMBER:
C-100

Drawing: O:\Projects\Breckenridge\325517\200-325517-21001\CAD\SheetFiles\GOLD RUSH SOUTH\Phase II\C-100 EXISTING CONDITIONS PLAN - SOUTH GOLD RUSH PHASE 2.dwg
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GOLD RUSH SOUTH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

SITE PLAN MODIFICATIONS

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REVISIONS:	10/28/2024
	05/02/2025
	06/06/2025

SHEET TITLE:
CIVIL SITE PLAN

SHEET NUMBER:
C-104

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TRACT P
SHOCK HILL COMMON
AREA/OPEN SPACE

GONDOLA LOTS
FILING NO. 1

CUTOFF TRENCH

BLDG 3.3
L1 FFE: 9570.25
B1: 9559.81

BLDG 3.2
L1 FFE: 9565.45
B1 FFE: 9555.01

BLDG 3.1
L1 FFE: 9560.45
B1 FFE: 9550.01

BLDG 2.1
L1 FFE: 9555.00

BLDG 2.2
L1 FFE: 9555.00

18" CULVERT
INV IN 9550.50
INV OUT 9547.50

WOODS DRIVE
50' ROW

FUTURE NORTH GOLD RUSH
SITE IMPROVEMENTS
NOT PART OF THIS PROJECT

LOT 1B
BLOCK 4
PARKWAY CENTER

BLDG 1.1
L1 FFE: 9552.50

BLDG 1.2
L1 FFE: 9553.50

DETENTION
POND C

LOT 2

CUTOFF TRENCH

DETENTION POND G

BLDG 2.3
L1 FFE: 9553.50

LOT 1

OUTLET STRUCTURE

18" HDPE

TYPE C INLET
RIM 9546.80

(2)TRENCH DAMS

CO SH NO.9/ NORTH PARK AVENUE
80' ROW

FUTURE N. FRENCH STREET
ROUNDABOUT IMPROVEMENTS
NOT PART OF THIS PROJECT

0 15' 30' 60'
1" = 30'

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GOLD RUSH SOUTH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

SITE PLAN MODIFICATIONS

DRAWN BY:	ACR
CHECKED BY:	CDD
PROJECT NO.:	200-325517-21001
ISSUE DATE:	09/23/2024
REVISIONS:	10/28/2024
	05/02/2025
	06/06/2025

SHEET TITLE:
GRADING AND
DRAINAGE PLAN

SHEET NUMBER:
C-105

Drawing: C:\Projects\Breckenridge\325517\200-325517-21001\CAD\SheetFiles\GOLD RUSH SOUTH\Phase II\C-107 GRADING AND DRAINAGE PLAN - SOUTH GOLD RUSH PHASE 2.dwg
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TRACT P
SHOCK HILL COMMON
AREA/OPEN SPACE

THE WOODS
AT BRECKENRIDGE

GONDOLA LOTS
FILING NO. 1

LOT 3

LOT 2

LOT 1

LOT 1B
BLOCK 4
PARKWAY CENTER

NOTE:
1. LAYOUT INFORMATION FOR GAS AND ELECTRICAL SHOWN ON THIS PLAN IS PRELIMINARY AND WILL BE UPDATED AFTER XCEL ENERGY COMPLETES THEIR DESIGN FOR ELECTRICAL AND GAS SERVICE TO THE BUILDINGS.
2. COMCAST AND/OR ALLO COMMUNICATIONS CONDUIT SHALL BE INSTALLED IN COMMON TRENCH WITH ELECTRIC. COMMUNICATIONS SYSTEM DESIGN SHALL BE PROVIDED BY EACH UTILITY COMPANY.
3. ARCHITECT SHALL COORDINATE WITH XCEL ENERGY FOR ELECTRIC AND GAS METER LOCATIONS ON BUILDINGS.
4. ALL WATER CONSTRUCTION SHALL FOLLOW THE TOWN OF BRECKENRIDGE WATER STANDARDS.
5. ALL SANITARY SEWER CONSTRUCTION SHALL FOLLOW UPPER BLUE SANITATION DISTRICT STANDARDS.
6. NEW STREET LIGHTS (3) ALONG WOODS DRIVE TO BE CONNECTED TO STREET LIGHTING DESIGN FROM N. FRENCH STREET ROUNDABOUT IMPROVEMENTS.

2" WATER SERVICE LINE (TYP.)
5.00' UTILITY EASEMENT
BLDG 3.3
BLDG 3.2
BLDG 3.1
BLDG 2.1
8" PRIVATE SEWER SERVICE LINE
2" WATER SERVICE LINE (TYP.)
ABANDON EXISTING SANITARY SEWER SERVICE IN PLACE
WETLAND BOUNDARY (TYP)
8" WATER MAIN
40.00' ACCESS AND UTILITY EASEMENT
FIRE HYDRANT (TYP.)
WATER EASEMENT
8" SEWER MAIN
BLDG 1.1
6" SEWER SERVICE (TYP)
BLDG 1.2
BLDG 2.3
WOODS DRIVE
50' ROW
CONNECT TO EXISTING 8" WATER MAIN
FUTURE NORTH GOLD RUSH SITE IMPROVEMENTS NOT PART OF THIS PROJECT
FUTURE N. FRENCH STREET ROUNDABOUT IMPROVEMENTS NOT PART OF THIS PROJECT
CO SH NO.9/ NORTH PARK AVENUE
80' ROW

N
0 15' 30' 60'
1" = 30'

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GOLD RUSH SOUTH / PARCEL 3 DUPLEXES

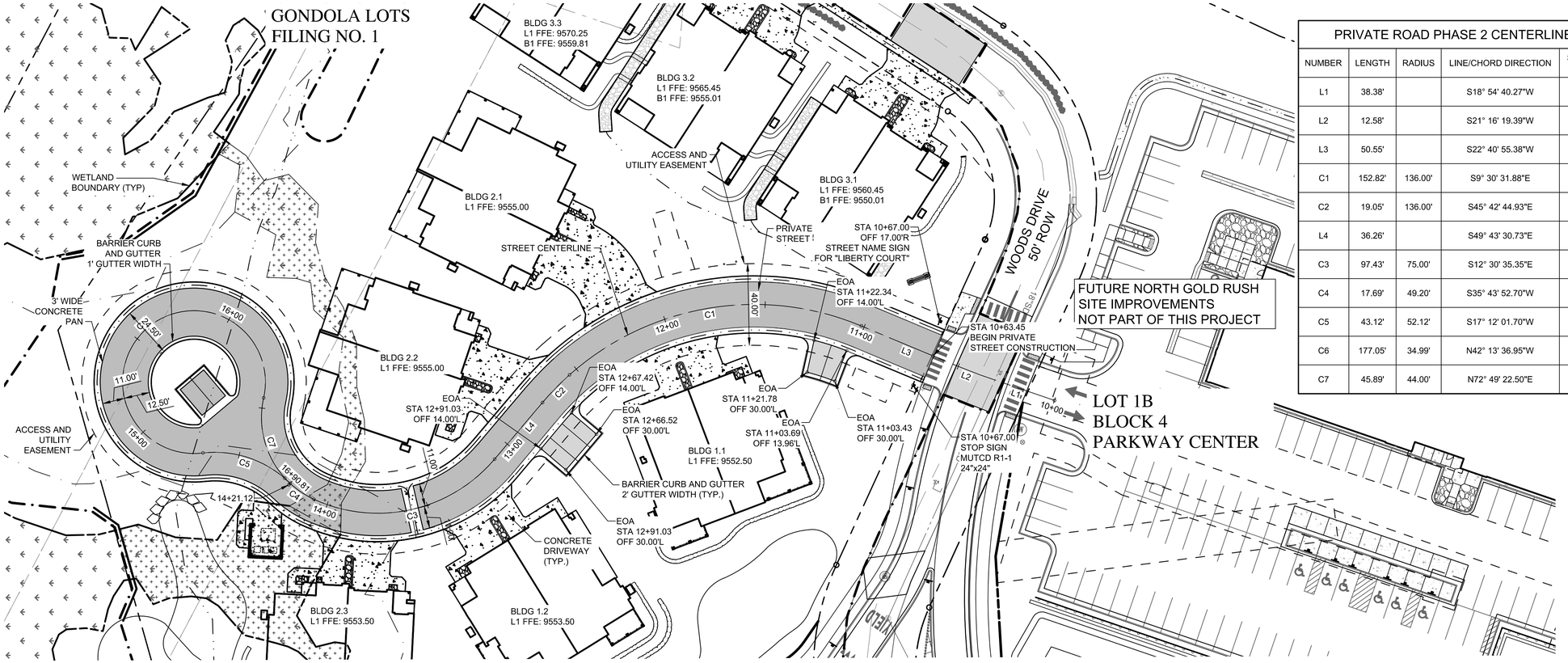
355 N. PARK AVE. BRECKENRIDGE, CO
SITE PLAN MODIFICATIONS

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PROJECT NO.:	200-325517-21001
ISSUE DATE:	09/23/2024
REVISIONS:	10/28/2024
	05/02/2025
	06/06/2025

SHEET TITLE:
COMPOSITE
UTILITY PLAN

SHEET NUMBER:
C-106

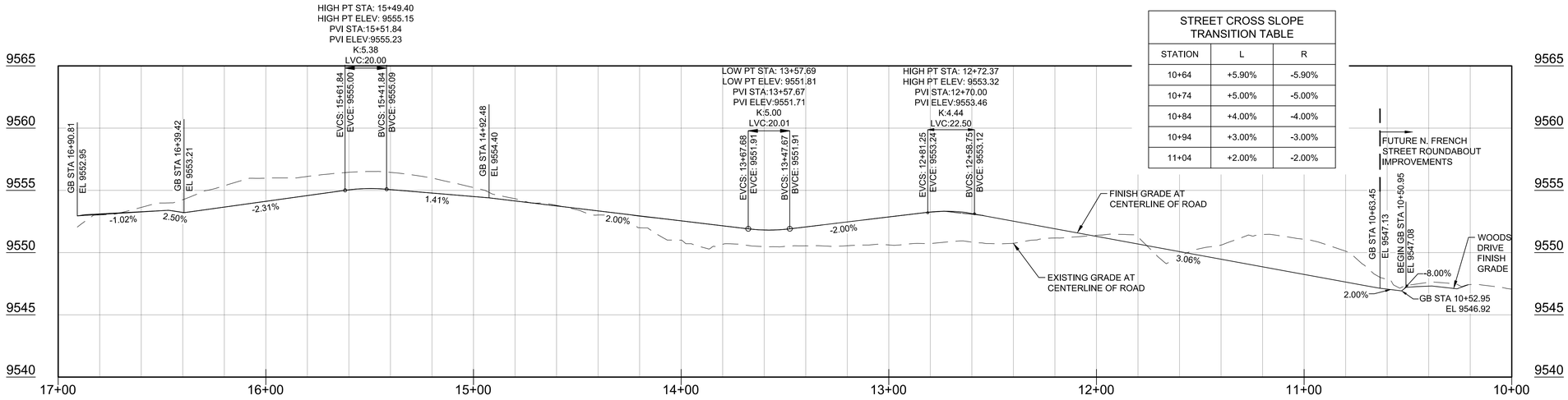
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PRIVATE STREET PLAN

SCALE 1" =30'

PRIVATE ROAD PHASE 2 CENTERLINE ALIGNMENT TABLE					
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	START NORTHING & EASTING	END NORTHING & EASTING
L1	38.38'		S18° 54' 40.27"W	N: 1602859.938 E: 2844919.317	N: 1602823.633 E: 2844906.879
L2	12.58'		S21° 16' 19.39"W	N: 1602823.633 E: 2844906.879	N: 1602811.914 E: 2844902.317
L3	50.55'		S22° 40' 55.38"W	N: 1602811.914 E: 2844902.317	N: 1602765.272 E: 2844882.823
C1	152.82'	136.00'	S9° 30' 31.88"E	N: 1602765.272 E: 2844882.823	N: 1602622.357 E: 2844906.762
C2	19.05'	136.00'	S45° 42' 44.93"E	N: 1602622.357 E: 2844906.762	N: 1602609.066 E: 2844920.387
L4	36.26'		S49° 43' 30.73"E	N: 1602609.066 E: 2844920.387	N: 1602585.624 E: 2844948.053
C3	97.43'	75.00'	S12° 30' 35.35"E	N: 1602585.624 E: 2844948.053	N: 1602497.058 E: 2844967.704
C4	17.69'	49.20'	S35° 43' 52.70"W	N: 1602497.058 E: 2844967.704	N: 1602482.776 E: 2844957.430
C5	43.12'	52.12'	S17° 12' 01.70"W	N: 1602482.776 E: 2844957.430	N: 1602442.750 E: 2844945.039
C6	177.05'	34.99'	N42° 13' 36.95"W	N: 1602442.750 E: 2844945.039	N: 1602472.493 E: 2844918.044
C7	45.89'	44.00'	N72° 49' 22.50"E	N: 1602472.493 E: 2844918.044	N: 1602485.440 E: 2844959.927



STREET CROSS SLOPE TRANSITION TABLE		
STATION	L	R
10+64	+5.90%	-5.90%
10+74	+5.00%	-5.00%
10+84	+4.00%	-4.00%
10+94	+3.00%	-3.00%
11+04	+2.00%	-2.00%

PRIVATE STREET PROFILE

SCALE HORIZ: 1" =30' VERT: 1" = 5'

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GOLD RUSH SOUTH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

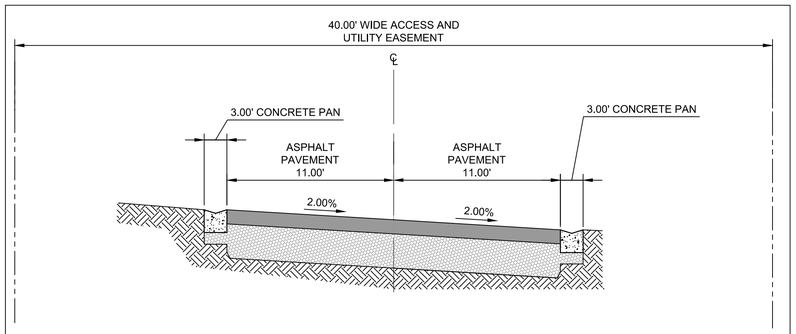
SITE PLAN MODIFICATIONS

DRAWN BY: ACR
CHECKED BY: CDD
PROJECT NO.: 200-325517-21001
ISSUE DATE: 09/23/2024
REVISIONS: 10/28/2024
05/02/2025
06/06/2025

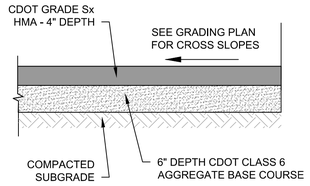
SHEET TITLE: PRIVATE STREET PLAN AND PROFILE

SHEET NUMBER: C-220

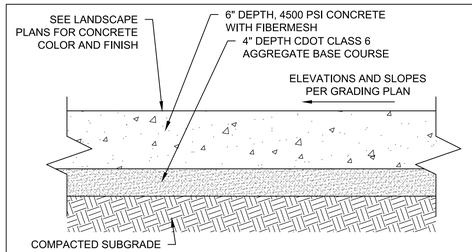
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1 PRIVATE STREET TYPICAL SECTION
SCALE: N.T.S.

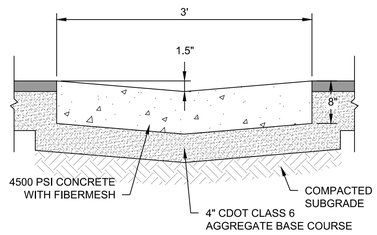


2 ASPHALT PAVEMENT SECTION
SCALE: N.T.S.



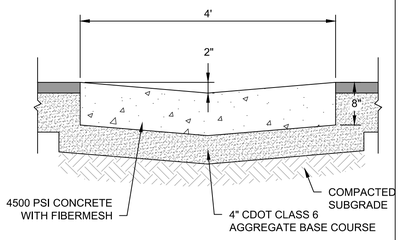
NOTES:
1. ALL SCORING AND CONTROL JOINTS PER CDOT M&S STANDARD PLAN M-412-1.
2. CONTRACTOR TO PROVIDE JOINT PLAN PRIOR TO CONSTRUCTION.

3 CONCRETE DRIVEWAY SECTION
SCALE: N.T.S.



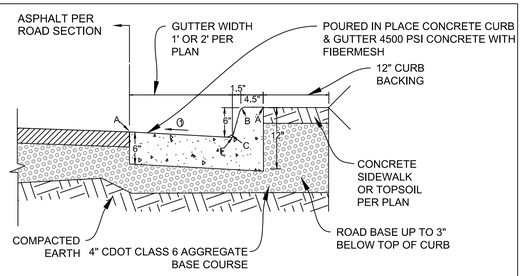
NOTE:
TYPICAL TRANSVERSE CONTRACTION JOINT SPACING TO BE 10'.

4 3' WIDE CONCRETE PAN
SCALE: N.T.S.



NOTE:
TYPICAL TRANSVERSE CONTRACTION JOINT SPACING TO BE 10'.

5 4' WIDE CONCRETE PAN
SCALE: N.T.S.



① – CATCH GUTTER - SLOPE UP 1" PER FT.
SPILL GUTTER - SLOPE DOWN 1/2" PER FT.

LEGEND FOR RADII
A = 1/8"
B = 1-1/2"
C = 1-1/2"– 2"

NOTE:
TYPICAL TRANSVERSE CONTRACTION JOINT SPACING TO BE 10'.

6 BARRIER CURB & GUTTER
SCALE: N.T.S.

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GOLD RUSH SOUTH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

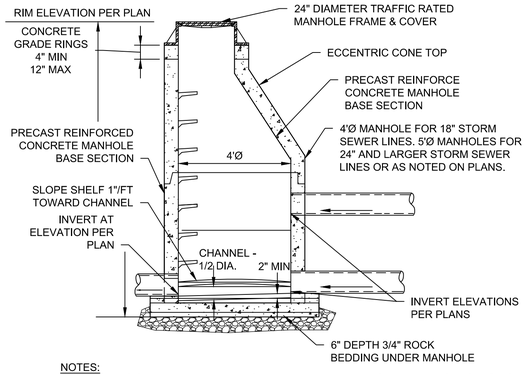
SITE PLAN MODIFICATIONS

DRAWN BY: ACR
CHECKED BY: CDD
PROJECT NO.: 200-325517-21001
ISSUE DATE: 09/23/2024
REVISIONS: 10/28/2024
05/02/2025
06/06/2025

SHEET TITLE: CIVIL SITE DETAILS

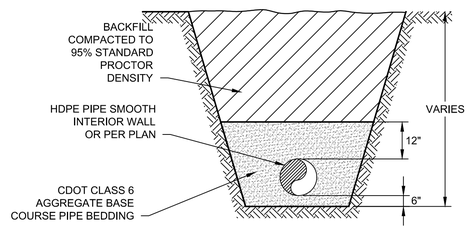
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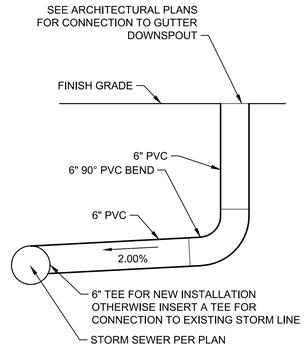


NOTES:
1. ALL STEPS SHALL BE A MINIMUM OF 12" AND A MAXIMUM OF 16" VERTICAL SPACING.

1 STORM SEWER PRECAST MANHOLE
SCALE: N.T.S.

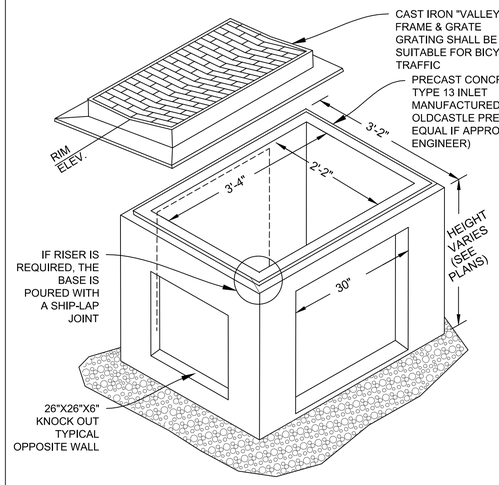


2 DRAINAGE PIPE TRENCH SECTION
SCALE: N.T.S.



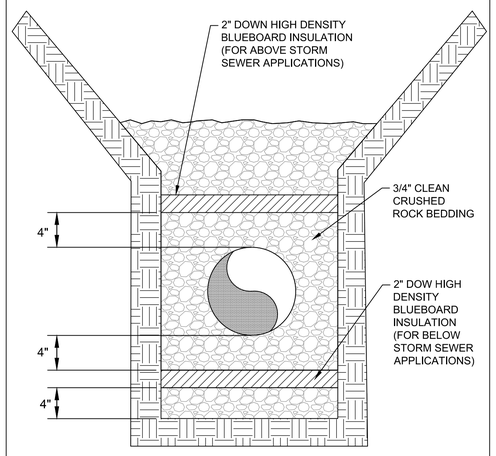
DRAIN CONNECTION SHALL BE INSTALLED WITH HEAT TAPE FROM THE GUTTER DOWNSPOUT TO THE STORM SEWER PIPE. SEE DESIGN ON ELECTRICAL PLAN.

3 GUTTER DRAIN TO STORM DRAIN
SCALE: N.T.S.



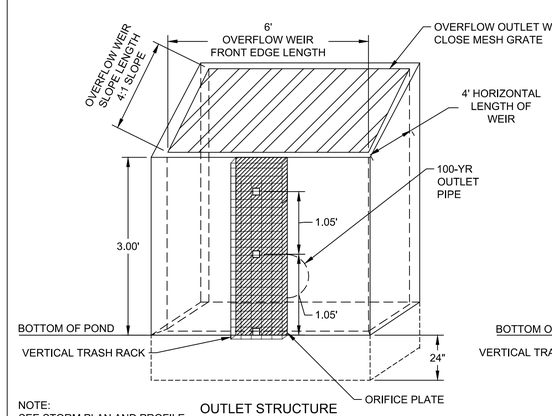
NOTES:
1. INLET GRATE AND BOX ASSEMBLY TO MEET HS20-44 LOADING.

4 VALLEY INLET DETAIL
SCALE: N.T.S.



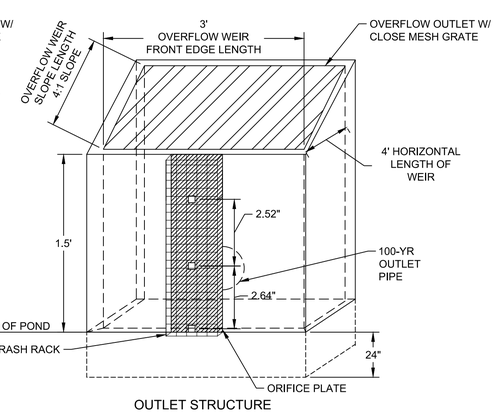
NOTES:
1. REFER TO STORM PLAN & PROFILE FOR INSULATION ABOVE OR BELOW STORM SEWER.

5 STORM SEWER INSULATION DETAIL
SCALE: N.T.S.



NOTE:
SEE STORM PLAN AND PROFILE FOR PIPE OUTLET ELEVATION.

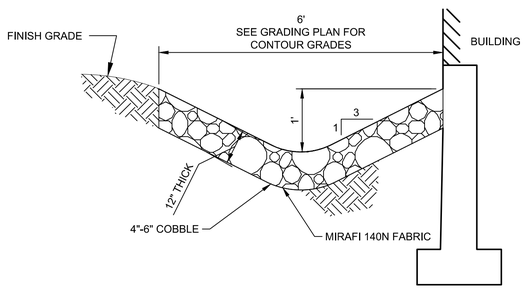
OUTLET STRUCTURE
DETENTION POND C



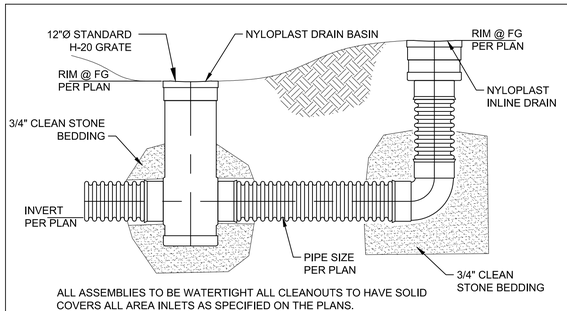
OUTLET STRUCTURE
DETENTION POND G

DETENTION POND	FRONT EDGE ELEVATION	BOTTOM OF POND ELEVATION	HOLE DIAM. (IN.)
D	9541.00	9538.00	0.75
G	9547.50	9546.00	0.5

6 PRECAST CONCRETE OUTLET STRUCTURE
SCALE: N.T.S

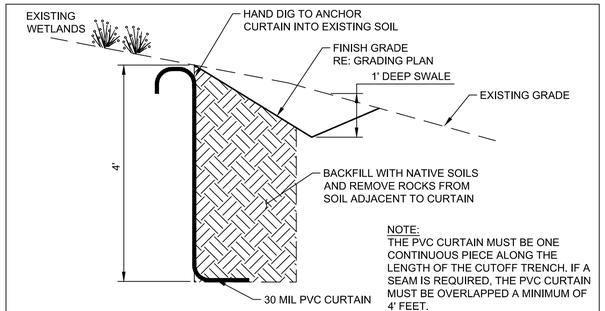


7 RIPRAP SWALE
SCALE: N.T.S.



ALL ASSEMBLIES TO BE WATERTIGHT ALL CLEANOUTS TO HAVE SOLID COVERS ALL AREA INLETS AS SPECIFIED ON THE PLANS.

8 NYLOPLAST DRAIN BASIN/INLINE DRAIN DETAIL
SCALE: N.T.S.



NOTE:
THE PVC CURTAIN MUST BE ONE CONTINUOUS PIECE ALONG THE LENGTH OF THE CUTOFF TRENCH. IF A SEAM IS REQUIRED, THE PVC CURTAIN MUST BE OVERLAPPED A MINIMUM OF 4' FEET.

9 CUTOFF TRENCH DETAIL
SCALE: N.T.S.

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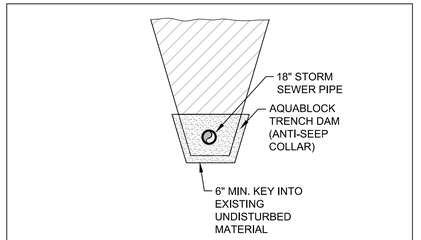
GOLD RUSH SOUTH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO
SITE PLAN MODIFICATIONS

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PROJECT NO.:	200-325517-21001
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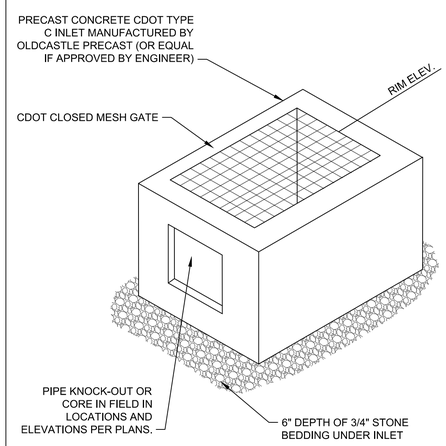
SHEET TITLE:
DRAINAGE DETAILS

SHEET NUMBER:
C-501



NOTES:
1. TRENCH DAM HEIGHT SHALL BE A MINIMUM OF 3' AND AT LEAST 6" ABOVE SEASONAL HIGH GROUNDWATER LEVEL.
2. TRENCH DAM THICKNESS SHALL BE 2 FT.
3. SOIL COVER ABOVE TRENCH DAM TO FINISH GRADE SHALL BE NATIVE SOIL.

1 TRENCH DAM DETAIL
SCALE: N.T.S.



NOTE:
18" SUMP SHALL BE PROVIDED BELOW OUTLET PIPE INVERT ELEVATION.

2 TYPE C INLET
SCALE: N.T.S.

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GOLD RUSH SOUTH / PARCEL 3 DUPLEXES

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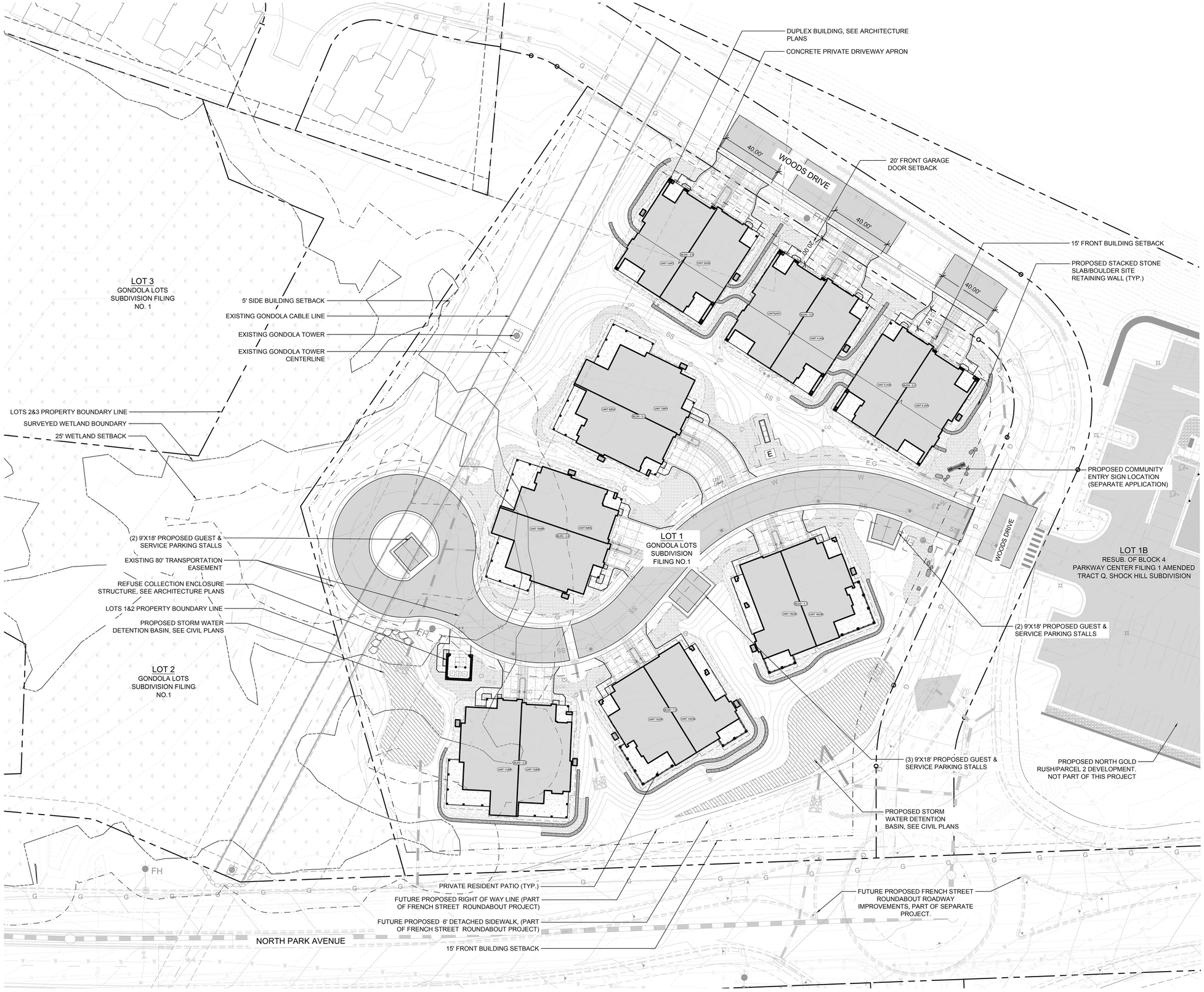
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PROJECT NO.: 200-325517-21001
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06/06/2025

SHEET TITLE: DRAINAGE DETAILS

SHEET NUMBER: C-502

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LANDSCAPE SITE PLAN LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- SITE WALL (SEE CIVIL PLANS)
- CROSSWALK (SEE CIVIL PLANS)
- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING ROCK WALL

REFUSE COLLECTION PLAN

FOR THE BUILDINGS ON THE SITE, ALL GENERATED REFUSE FOR THE OCCUPIED STRUCTURE(S) WILL BE COLLECTED WITHIN EACH INDIVIDUAL UNITS/BUILDINGS AND THEN TRANSPORTED TO A CENTRAL HOLDING AREA. THE CENTRAL HOLDING AREA IS CONCEALED FROM VIEW WITHIN AN REFUSE ENCLOSURE STRUCTURE LOCATED ON SITE. SEE ARCHITECTURE PLANS FOR REFUSE ENCLOSURE STRUCTURE DESIGN.

GENERAL NOTES

ALL HARDSCAPE, WALKWAYS, ROADWAY PAVING, PARKING LOT COMPONENTS, AND ANY OTHER SITE ELEMENTS SHOWN ON PLAN, OTHER THAN WHAT IS LABELED OR IN THE LEGEND ON THIS SHEET, REFER TO CIVIL SITE PLAN SHEETS.

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SOUTH GOLD RUSH/ PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

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SHEET TITLE:

LANDSCAPE SITE PLAN

SHEET NUMBER:

L100

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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

LOT COVERAGE DIAGRAM LEGEND

- OPEN SPACE / PERMEABLE
- HARDSCAPE
- BUILDING

LOT COVERAGE - BY LOT

GOLD RUSH SOUTH - LOT 1 - LOT 1A - BLOCK 4

	SQ.FT	PERCENTAGE
OPEN SPACE/ PERMEABLE AREA	88,265 S.F.	56.3%
HARDSCAPE	29,314 S.F.	18.7%
BUILDING	38,945 S.F.	25.0%
TOTAL LOT AREA	156,524 S.F. (3.593 ACRES)	100%

0' 30' 60' 90'
1 = 30'
NORTH

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355 N. PARK AVE. BRECKENRIDGE, CO

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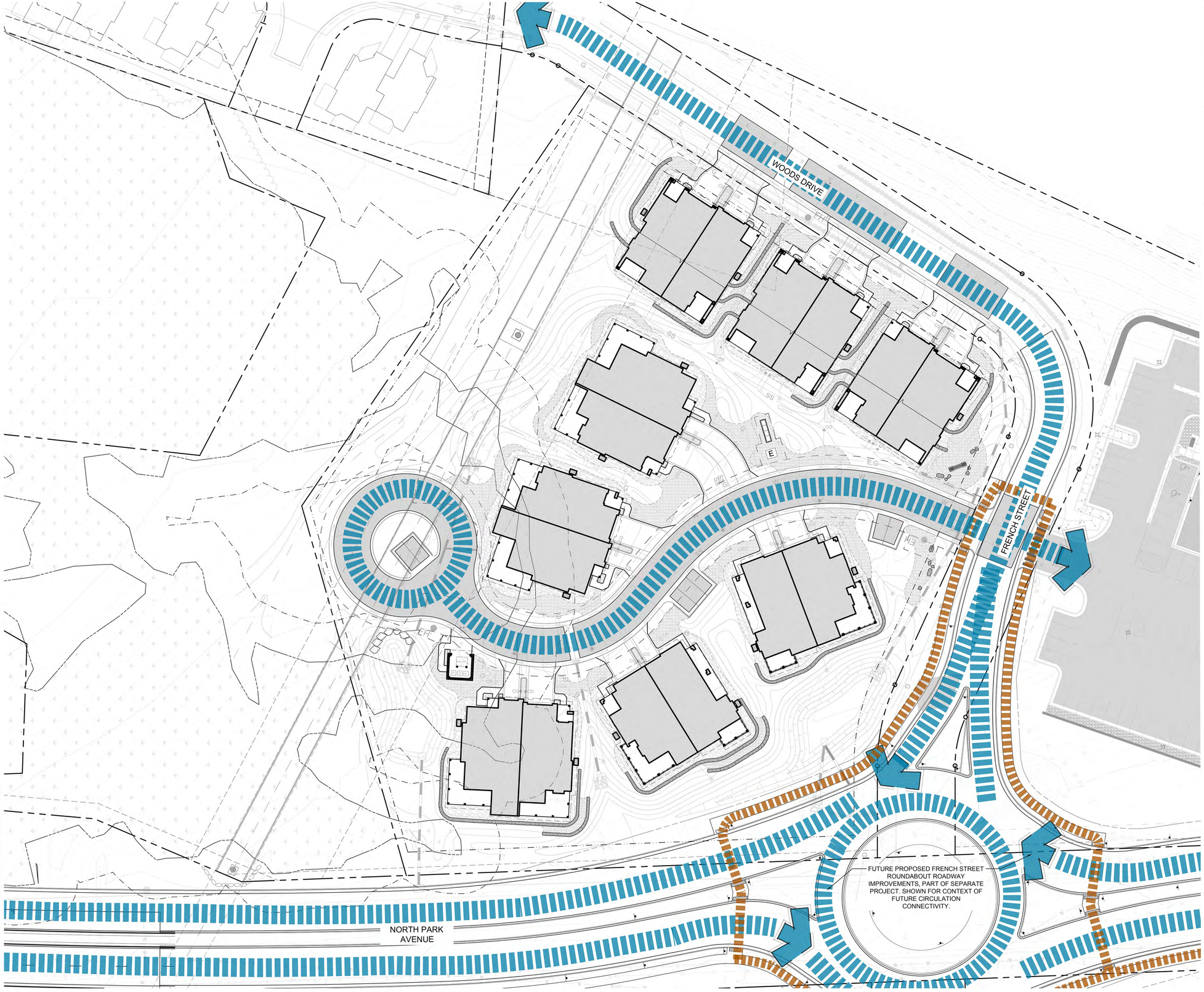
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LOT COVERAGE PLAN

SHEET NUMBER:

L101

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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

OVERALL CIRCULATION DIAGRAM

- PUBLIC/SEMI PUBLIC PEDESTRIAN CIRCULATION
- VEHICULAR CIRCULATION

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SHEET TITLE:

CIRCULATION PLAN

SHEET NUMBER:

L102

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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

SNOW MANAGEMENT DIAGRAM LEGEND

- PLOWED OR SHOVELED HARD SURFACES
- PROPOSED SNOW STORAGE AREAS

SNOW MANAGEMENT AREAS TABULATION	
PARCEL	AREA (sf)
GOLD RUSH SOUTH PARCEL	
Plowed or Shoveled Hard Surfaces	27,611
Proposed Snow-Melted Hard Surfaces	0
Required Snow Storage Area	6,902
Provided Snow Storage Area	7,075

NOTE:

1. PROVIDED SNOW STORAGE AREAS ARE USED FOR GENERAL APPROACH TO WINTER SNOW STORAGE. AREAS SHOWN ARE BASED ON ADJACENT PAVING REQUIRING SNOW CLEARING AND BEST MANAGEMENT PRACTICES. AREAS PROVIDED WILL UTILIZE PLANTING SPECIES, THAT ARE TOLERANT OF HEAVY SNOW LOADS OR VOID OF DECORATIVE PLANTING AS NECESSARY.
2. AREAS CALCULATED BASED ON EXISTING PLATTED LOT BOUNDARY. ALL AREAS WITH-IN PUBLIC R.O.W. BOUNDARIES ARE NOT INCLUDED IN THIS DOCUMENT, WITH EXCEPTION OF PRIVATE RESIDENTIAL DRIVEWAY CONNECTIONS.
3. PRIVATE PATIO/OUTDOOR SPACES PROPOSED AT DUPLEX RESIDENTIAL UNITS ARE ALL COVERED WITH SOLID ROOF STRUCTURES, THUS NO SNOW STORAGE REQUIRED.
4. VOIDED AREAS OF SNOW STORAGE LOCATED ALONG ROAD AND DRIVEWAY EDGES, ARE USED TO ALLOW FOR BUFFER PLANTING PRESERVATION IN KEY SELECTED AREAS OF IMPORTANCE. SEE PLAN LAYOUT FOR LOCATIONS.

0' 30' 60' 90'
1 = 30'
NORTH

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SHEET TITLE:

SNOW MANAGEMENT PLAN

SHEET NUMBER:

L103

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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

EXISTING VEGETATION MANAGEMENT LEGEND

EXISTING TREE MANAGEMENT LEGEND

SYMBOL	CATEGORY	QTY.
	EXISTING TREE TO BE PRESERVED	
PRESERVED ALL PHASES TOTAL		18
	EXISTING TREE PREVIOUSLY REMOVED WITH APPROVED INFRASTRUCTURE AND BUILDING PERMITS FOR PHASE 1	
PHASE 1 REMOVED TOTAL		85
	EXISTING TREE TO BE REMOVED FOR PHASE 2	
PHASE 2 PROPOSED REMOVED TOTAL		15
	EXISTING TREES TEMPORARILY PRESERVED WITH PARCEL 3 DEVELOPMENT. TO BE REMOVED IN FUTURE WITH FRENCH ST. ROUNDABOUT ROADWAY IMPROVEMENTS (SEPARATE PROJECT, AND NOT SPECIFIED IN ORIGINAL PARCEL 3 PLANS)	
TEMPORARY PRESERVED TOTAL		6
	PROPOSED TREES PREVIOUSLY APPROVED WITH PHASE 1 BUILDING PERMIT(S)	
PHASE 1 PROPOSED TOTAL		79
	PROPOSED TREES FOR PHASE 2 AREAS	
PHASE 2 PROPOSED TOTAL		87

EXISTING VEGETATION MANAGEMENT NOTES

1. ALL EXISTING VEGETATION ON SITE IS TO BE PRESERVED OUTSIDE THE BOUNDARIES OF GRADING DISTURBANCE ZONES, OR OTHERWISE NOTED ON THIS DOCUMENT. SEE DETAIL 6/L300 FOR TREE PRESERVATION DETAIL.
2. PROJECT SHALL ADHERE TO CURRENT CODE COMPLIANCE FOR DEFENSIBLE SPACE, WHERE APPLICABLE, AS OUTLINED BY THE LOCAL FIRE JURISDICTION AUTHORITY AND TOWN OF BRECKENRIDGE DEVELOPMENT CODE.
3. ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED. TREE LOCATIONS AND QUANTITY ASSUMPTIONS ARE BASED ON DETAILED AERIAL PHOTOGRAPHIC ANALYSIS. ACTUAL TREE LOCATIONS AND QUANTITIES, ARE TO BE VERIFIED IN FUTURE DEVELOPMENT AND DESIGN UTILIZING A CERTIFIED TREE SURVEY PROVIDED BY A PROFESSIONAL SURVEYING ENTITY.
4. ALL PHASE 1 APPROVED INFRASTRUCTURE PERMIT TREE REMOVAL HAS BEEN COMPLETED PER THE APPROVED LIMIT OF DISTURBANCE. ALL REPRESENTATIONS OF THESE PREVIOUS EXISTING TREES ARE SHOWN FOR CONTEXT ONLY.

0' 30' 60' 90'
1 = 30'
NORTH

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SHEET TITLE:

EXIST. TREE MANAGEMENT

SHEET NUMBER:

L104

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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

WETLAND DISTURBANCES DIAGRAM LEGEND

WETLAND DISTURBANCE TABULATIONS

	CATEGORY	CURRENT PROPOSED AREA (acres)	PREVIOUSLY APPROVED AREA (acres)
	PERMANENT - WETLAND DISTURBANCE ZONES	0.189	0.067
	PERMANENT - 25' WETLAND BUFFER DISTURBANCE ZONES	0.428	0.198
	TEMPORARY - WETLAND DISTURBANCE ZONES	0.013	0.046
	TEMPORARY - 25' WETLAND BUFFER DISTURBANCE ZONES	0.212	0.114

NOTE:

1. AREAS CALCULATED ARE BASED ON EXISTING PLATTED LOT BOUNDARIES.
2. TEMPORARY WETLAND & 25' WETLAND BUFFER DISTURBANCE AREAS, ARE ZONES AFFECTED BY ADJACENT GRADING TIE-IN AND PRESCRIBED SWALES TO REINTRODUCE WATER TO WETLAND ZONES, PER RECOMMENDATIONS BY ALPINE ECOLOGICAL RESOURCES.
3. ALL AREAS SHOWN FOR WETLAND & 25' WETLAND BUFFER DISTURBANCE PER THE PARK AVE./FRENCH STREET ROUNDABOUT PROJECT, WERE PREVIOUSLY REPRESENTED IN THE WETLAND TECHNICAL REPORT. AREAS AND TABULATIONS REPRESENTED IN THIS EXHIBIT REFLECT CURRENT DESIGN CHANGES, REMOVAL OF OVERLAPS BETWEEN PROJECT LIMITS, AND OTHER AREA CALCULATIONS ADDED FOR CLARITY.

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	05/20/2025
	06/09/2025

SHEET TITLE:

WETLAND DISTURBANCE

SHEET NUMBER:

L105

Drawing: U:\2024\2018.30_Gold Rush South\05 CAD\Sheets\01 - Development Plan\L110_SiteDiagrams-Wetland-Dist.dwg
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PLANT LEGEND

DECIDUOUS SHRUBS	CODE *Latin name* Common name
	BG1 *Betula glandulosa* Bog Birch
	CSC *Cornus sericea coloradensis* Colorado Dogwood
	PFC *Potentilla fruticosa* Potentilla
	PTT *Purshia tridentata* Antelope Bitterbrush
	RA *Ribes alpinum* Alpine Currant
	RW *Rosa woodsii* Woods Rose
	SC *Shepherdia canadensis* Canada Buffaloberry
	SM *Salix monticola* Yellow Mountain Willow
	SO *Symphoricarpos oreophilus* Mountain Snowberry

PERENNIALS	CODE *Latin name* Common name
	AMC *Achillea millefolium 'Cerise Queen'* - Yarrow
	AC *Aquilegia caerulea* Columbine
	AF *Artemisia frigida* Fringed Sage
	CT *Cerastium tomentosum* Snow-In-Summer
	EU *Eriogonum umbellatum* Fringed Sage
	GR *Geranium richardsonii* Richardson's Geranium
	IMR *Iris missouriensis 'Rocky Mountain'* Rocky Mountain Iris
	LA *Lupinus argenteus* Silvery Lupine

DECIDUOUS TREES	CODE Common name
	AA *Amelanchier alnifolia* Saskatoon Serviceberry
	AG *Acer glabrum* Rocky Mountain Maple
	ATF *Alnus tenuifolia* Thin-leaf Alder
	BO *Betula occidentalis* Mountain Birch

EVERGREEN SHRUBS	CODE *Latin name* Common name
	AU *Arctostaphylos uva-ursi* kinnikinnick
	JC *Juniperus communis* Common Juniper
	MR *Mahonia repens* Creeping Oregon Grape
	PPM *Picea pungens mesa verde* Mesa Verde Colorado Spruce

ORNAMENTAL GRASSES	CODE *Latin name* Common name
	KF *Calamagrostis acutiflora 'Karl Foerster'* Karl Foerster
	DC *Deschampsia cespitosa* Tufted Hair Grass
	HS *Helictotrichon sempevirens* Blue Oat Grass
	SAF *Sedum x 'Autumn Fire'* Autumn Fire Sedum
	SRB *Sedum refluxum 'Blue Spruce'* - Blue Spruce Sedum
	SS *Sedum spurium 'Dragon's Blood'* Caucasian Stonecrop
	SB *Stachys byzantina 'Helen von Stein'* Helen Von Stein Lamb's Ear

SEED MIX	CODE Common name
	Low-Grow Native Grass Seed Mix
	Native Restoration Seed Mix
	Enhanced Native Seed Mix

PA1	*Populus angustifolia* Narrowleaf Cottonwood
PA2	*Populus angustifolia*- Narrowleaf Cottonwood
PT1	*Populus tremuloides*- Quaking Aspen
PT2	*Populus tremuloides* Quaking Aspen

EVERGREEN TREES	CODE Common name
	PP1 *Picea pungens*- Colorado Spruce
	PP2 *Picea pungens*- Colorado Spruce
	PP3 *Picea pungens*- Colorado Spruce
	PM1 *Psuedotsuga menziesii*- Douglas Fir

NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION



KEYMAP

0' 16' 32' 48'
1 = 16'
NORTH

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3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533

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SOUTH GOLD RUSH/ PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

SITE PLAN MODIFICATION

DRAWN BY:	ZE/PM
CHECKED BY:	DTJ
PROJECT NO.:	2024018
ISSUE DATE:	09/23/2024
REVISIONS:	10/28/2024
	05/02/2025
	05/20/2025
	06/09/2025

SHEET TITLE:

PLANTING PLAN

SHEET NUMBER:

L200

Drawing: U:\2024\018.30_Gold Rush South\05 CAD\Sheets\01 - Development Plan\L301-L30X_PlantingPlan.dwg
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PLANT LEGEND

DECIDUOUS SHRUBS	CODE *Latin name* Common name
	BG1 *Betula glandulosa* Bog Birch
	CSC *Cornus sericea coloradensis* Colorado Dogwood
	PFC *Potentilla fruticosa* Potentilla
	PTT *Purshia tridentata* Antelope Bitterbrush
	RA *Ribes alpinum* Alpine Currant
	RW *Rosa woodsii* Woods Rose
	SC *Sheperdia canadensis* Canada Buffaloberry
	SM *Salix monticola* Yellow Mountain Willow
	SO *Symphoricarpos oreophilus* Mountain Snowberry

PERENNIALS	CODE *Latin name* Common name
	AMC *Achillea millefolium 'Cerise Queen'* - Yarrow
	AC *Aquilegia caerulea* Columbine
	AF *Artemisia frigida* Fringed Sage
	CT *Cerastium tomentosum* Snow-In-Summer
	EU *Eriogonum umbellatum* Fringed Sage
	GR *Geranium richardsonii* Richardson's Geranium
	IMR *Iris missouriensis 'Rocky Mountain'* Rocky Mountain Iris
	LA *Lupinus argenteus* Silvery Lupine

EVERGREEN SHRUBS	CODE *Latin name* Common name
	AU *Arctostaphylos uva-ursi* kinnikinnick
	JC *Juniperus communis* Common Juniper
	MR *Mahonia repens* Creeping Oregon Grape
	PPM *Picea pungens mesa verde* Mesa Verde Colorado Spruce

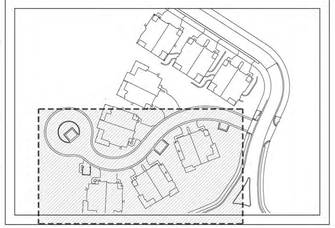
ORNAMENTAL GRASSES	CODE *Latin name* Common name
	KF *Calamagrostis acutiflora 'Karl Foerster'* Karl Foerster
	DC *Deschampsia cespitosa* Tufted Hair Grass
	HS *Helictotrichon sempevirens* Blue Oat Grass

	SAF *Sedum x 'Autumn Fire'* Autumn Fire Sedum		
	SRB *Sedum refluxum 'Blue Spruce'* - Blue Spruce Sedum		
	SS *Sedum spurium 'Dragon's Blood'* Caucasian Stonecrop		
	SB *Stachys byzantina 'Helen von Stein'* Helen Von Stein Lamb's Ear		
	GR *Geranium richardsonii* Richardson's Geranium	SEED MIX	CODE Common name
	IMR *Iris missouriensis 'Rocky Mountain'* Rocky Mountain Iris		Low-Grow Native Grass Seed Mix
	LA *Lupinus argenteus* Silvery Lupine		Native Restoration Seed Mix
			Enhanced Native Seed Mix

DECIDUOUS TREES	CODE Common name		
	AA *Amelanchier alnifolia* Saskatoon Serviceberry		PA1 *Populus angustifolia* Narrowleaf Cottonwood
	AG *Acer glabrum* Rocky Mountain Maple		PA2 *Populus angustifolia-* Narrowleaf Cottonwood
	ATF *Alnus tenuifolia* Thin-leaf Alder		PT1 *Populus tremuloides-* Quaking Aspen
	BO *Betula occidentalis* Mountain Birch		PT2 *Populus tremuloides* Quaking Aspen

EVERGREEN TREES	CODE Common name
	PP1 *Picea pungens-* Colorado Spruce
	PP2 *Picea pungens-* Colorado Spruce
	PP3 *Picea pungens-* Colorado Spruce
	PM1 *Psuedotsuga menziesii-* Douglas Fir

NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION



KEYMAP

0' 16' 32' 48'
1 = 16'

NORTH

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SHEET TITLE:

PLANTING PLAN

SHEET NUMBER:

L201

Drawing: U:\2024\018.30_Gold Rush South\05 CAD\Sheets\01- Development Plan\L301-L30X_PlantingPlan.dwg
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Last Plotted: 6/6/2025 6:33:04 PM
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LANDSCAPE PLANTING NOTES

1. ALL PLANT SPECIES PROPOSED IN THE LANDSCAPE DESIGN WILL CONFORM TO LOCAL BRECKENRIDGE NATIVE PLANT DATABASES AND THE PROVIDED TOWN OF BRECKENRIDGE "LANDSCAPE GUIDE," DOCUMENT, TO ENSURE ALL PLANTS USED WILL MEET THE DESIGN INTENT OF THE DEVELOPMENT STANDARDS AND LOCAL MICROCLIMATE CHARACTERISTICS.

2. EXISTING TREES OF SUBSTANTIAL SIZE WILL BE PRESERVED TO THE BEST ABILITIES , WHERE POSSIBLE ,WHICH DO NOT EXIST WITHIN THE IMMEDIATE CONSTRUCTION DEVELOPMENT AND REQUIRED GRADING ZONES OF THE PROJECT. EXISTING TREES AND SUBSTANTIAL VEGETATION WILL BE INTEGRATED INTO THE LANDSCAPE DESIGN WHERE PRESERVATION OF THESE MATERIALS IS POSSIBLE.

3. ALL EXISTING IMPROVEMENTS TO REMAIN SHALL BE PROPERLY AND ADEQUATELY PROTECTED FROM DAMAGE DURING CONSTRUCTION OPERATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE TO THE ORIGINAL CONDITION ANY EXISTING ITEMS THAT ARE DAMAGED OR DISTURBED IN ANY WAY. IF PLANTS ARE NOT AVAILABLE, NOTIFY OWNER FOR APPROVAL OF CHANGE BEFORE MAKING SUBSTITUTIONS.

4. INSTALL NATURAL WOOD FIBER MULCH RING AROUND TREES AND SHRUBS IN LOW-GROW NATIVE GRASS AREAS AND WHERE INTEGRATED INTO EXISTING PRESERVED, OR RESTORED WILD LAND AREAS.

5. SHRUB AND RESTORATION SEEDED AREAS SHALL RECEIVE A MINIMUM OF 4 CU. YDS PER 1000 S.F. OF A-1 ORGANIC'S BIOCOMP, OR A WELL DECOMPOSED COMPOST APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE. ALL AMENDMENTS SHALL BE THOROUGHLY TILLED A MIN. OF 6" INTO THE SOIL.

6. ROUGH GRADE AND FINISHED GRADING WILL BE PERFORMED BY OTHERS. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AFTER SOIL AMENDMENT OPERATIONS PRIOR TO SEEDING. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE. CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE OF ANY POORLY DRAINED AREAS PRIOR TO COMMENCING WORK.

7. ALL TREES, SHRUBS, AND OTHER PLANT MATERIALS ARE TO BE APPROVED BY THE OWNER'S REP. PRIOR TO DELIVERY AND AGAIN AFTER DELIVERY TO SITE. ANY PLANT NOT MEETING APPROVAL MAY BE REJECTED AT ANY TIME PRIOR TO FINAL ACCEPTANCE.

LANDSCAPE IRRIGATION APPROACH NOTES

8. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM, DESIGNED TO OPERATE WITHIN CURRENT TOWN WATER REQUIREMENTS. WATER SAVING IRRIGATION EQUIPMENT WILL BE USED INCLUDING 'SMART CONTROLLERS' WITH RAIN/FREEZE/FLOW SENSORS AS WELL AS MASTER VALVES.

9. LOW-GROW NATIVE GRASS AREAS, WHERE APPLICABLE, ARE TO BE IRRIGATED WITH OVERHEAD SPRAY, AND ALL OTHER PLANTING BEDS TO BE ON DRIP SYSTEM TO CONSERVE WATER USAGE. SYSTEM WILL BE DESIGNED TO REDUCE OVERSPRAY ON HARD SURFACES OR ON UNINTENDED AREAS.

10. A TEMPORARY IRRIGATION SYSTEM WILL BE UTILIZED FOR ESTABLISHMENT OF SEEDED RESTORATION AND NATIVE PLANTING TRANSITION ZONES. THIS TEMPORARY SYSTEM IS TO BE DECOMMISSIONED AFTER ADEQUATE TIME FOR ESTABLISHMENT OF SEEDED RESTORATION PLANTING ZONES AND NATIVE SHRUB AREAS. TYPICALLY 2 GROWING SEASONS ARE REQUIRED FOR PROPER PLANT ESTABLISHMENT.

REVEGETATION NOTES

LOW GROW NATIVE GRASS MIX
- 100% PAWNEE BUTTES SEED INC.- "PBSI LOW GROW NATIVE" @ 2LBS/1000SF
  - ROCKY MOUNTAIN FESCUE
  - SANDBERG BLUEGRASS
  - CANBY BLUEGRASS

NATIVE RESTORATION MIX
- 100% PAWNEE BUTTES SEED INC.-"PBSI NATIVE MOUNTAIN MIX" @2 LBS/1000 SF:
  - MOUNTAIN BROME
  - SLENDER WHEATGRASS
  - SANDBERG BLUEGRASS
  - ROCKY MOUNTAIN FESCUE
  - BLUE WILDRYE
  - STREAMBANK WHEATGRASS
  - TUFTED HAIRGRASS
  - PRAIRIE JUNEGRASS

ENHANCED NATIVE RESTORATION MIX
- 60% PAWNEE BUTTES SEED INC.- "PBSI NATIVE MOUNTAIN MIX" @2 LBS/1000 SF:
  - MOUNTAIN BROME
  - SLENDER WHEATGRASS
  - SANDBERG BLUEGRASS
  - ROCKY MOUNTAIN FESCUE
  - BLUE WILDRYE
  - STREAMBANK WHEATGRASS
  - TUFTED HAIRGRASS
  - PRAIRIE JUNEGRASS
- 15% ROCKY MOUNTAIN BLUE COLUMBINE MIX @1LB/25,000 SF
- 25%WESTERN NATIVE WILDFLOWER MIX @1 LB/6000 SF:

MOUNTAIN LUPINE	CONEFLOWER,	WESTERN PENSTEMON,
COLUMBINE, COLORADO	SULFUR FLOWER	GERANIUM, RICHARDSON
NODDING GROUNDSEL	ROCKY MOUNTAIN PENSTEMON,	ASTER, ENGLEMANNS
WESTERN LARKSPUR	WASATCH PENSTEMON,	ORANGE MOUNTAIN DAISY
AMERICAN VETCH	GAILLARDIA/BLANKETFLOWER	SMALL-FLOWERED PENSTEMON,
GIANT LOUSEWORT	RYDBERGS PENSTEMON	

SLOPES OVER 3:1 SHALL BE HAY TACKIFIED, NETTED, OR BLANKETED.
SEE SPECS FOR FURTHER INFORMATION ON EROSION CONTROL.

PLANTING COVERAGE MIXES:

	ENHANCED NATIVE NATIVE GRASS & PERENNIALS SEED MIX	13,924 SF
	LOW GROW NATIVE GRASS NATIVE LOW GROWTH TURF GRASS SEED MIX	11,090 SF
	NATIVE RESTORATION NATIVE SHORT GRASS SEED MIX	32,114 SF

DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY	NOTES
	AG	*ACER GLABRUM* ROCKY MOUNTAIN MAPLE	N/A	MULTI-TRUNK	B & B	6' HT.	4	ALL TO BE MULTI-STEM
	AA	*AMELANCHIER ALNIFOLIA* SASKATOON SERVICEBERRY	3-5 GAL.	5' O.C.			33	ALL TO BE MULTI-STEM
	ATF	ALNUS TENUIFOLIA THIN-LEAF ALDER	N/A	MULTI-TRUNK	B & B	6' HT.	14	ALL TO BE MULTI-STEM
	BO	*BETULA OCCIDENTALIS* MOUNTAIN BIRCH	N/A	MULTI-TRUNK	#25	8' HT.	15	ALL TO BE MULTI-STEM
	PA1	*POPULUS ANGUSTIFOLIA* NARROWLEAF COTTONWOOD	4" CAL.		B & B		5	
	PA2	*POPULUS ANGUSTIFOLIA* NARROWLEAF COTTONWOOD	2" CAL.		B & B		4	
	PT1	*POPULUS TREMULOIDES* QUAKING ASPEN 3 CANE MINIMUM	2" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	10`-12' HT	26	50% MIN. TO BE MULTI-STEM
	PT2	*POPULUS TREMULOIDES* QUAKING ASPEN	3" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	12`-15' HT	18	50% MIN. TO BE MULTI-STEM
TOTAL DECID. TREES							119	
EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY	
	PM1	*PSEUDOTSUGA MENZIESII* DOUGLAS FIR	N/A		B&B	10' HT	9	
	PM2	*PSEUDOTSUGA MENZIESII* DOUGLAS FIR	N/A		B&B	12' HT	3	
	PP1	*PICEA PUNGENS* COLORADO SPRUCE	N/A		B & B	8` HT	11	
	PP2	*PICEA PUNGENS* COLORADO SPRUCE	N/A		B & B	10` HT	14	
	PP3	*PICEA PUNGENS* COLORADO SPRUCE	N/A		B & B	12` HT	8	
	PP4	*PICEA PUNGENS* COLORADO SPRUCE	N/A		B & B	14` HT	2	
TOTAL EVG. TREES							47	
DECIDUOUS SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	BG	*BETULA GLANDULOSA* BOG BIRCH	3-5 GAL.	4' O.C.			53	
	CSC	*CORNUS SERICEA COLORADENSIS* COLORADO DOGWOOD	3-5 GAL.	5-6` O.C.			43	
	PFC	*POTENTILLA FRUTICOSA* POTENTILLA	3-5 GAL.	3` O.C.			67	
	PTT	*PURSHIA TRIDENTATA* ANTELOPE BITTERBRUSH	3-5 GAL.	6' O.C.			25	
	RA	*RIBES ALPINUM* ALPINE CURRANT	3-5 GAL.	4' O.C.			48	
	RW	*ROSA WOODSII* WOODS ROSE	3-5 GAL.	3' O.C.			55	
	SC	*SHEPHERDIA CANADENSIS* CANADA BUFFALOBERRY	3-5 GAL.	3' O.C.			36	
	SM	*SALIX MONTICOLA* YELLOW MOUNTAIN WILLOW	3-5 GAL.	8' O.C.			12	
	SO	*SYMPHORICARPOS OREOPHILUS* MOUNTAIN SNOWBERRY	3-5 GAL.	3' O.C.			70	
TOTAL DECID. SHRUBS							409	
EVERGREEN SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	AU	*ARCTOSTAPHYLOS UVA-URSI* KINNIKINNICK	3-5 GAL.	3` O.C.			33	
	JC	*JUNIPERUS COMMUNIS* COMMON JUNIPER	3-5 GAL.	4` O.C.			36	
	MR	*MAHONIA REPENS* CREEPING OREGON GRAPE	3-5 GAL.	3' O.C.			16	
	PPM	*PICEA PUNGENS MESA VERDE* MESA VERDE COLORADO SPRUCE	3-5 GAL.	3" O.C.			48	
TOTAL EVG. SHRUBS							133	
ORNAMENTAL GRASSES	CODE	DESCRIPTION	CONT	SPACING			QTY	
	KF	*CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTOR'* KARL FOERSTOR	1 GAL.	2' O.C.			68	
	DC	*DESCHAMPSIA CESPITOSA* TUFTED HAIR GRASS	1 GAL.	18" O.C.			206	
	HS	*HELICTOTRICHON SEMPEVIRENS* BLUE OAT GRASS	1 GAL.	2'-3' O.C.			66	
TOTAL ORN. GRASSES							340	
PERENNIALS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	AMC	*ACHILLEA MILLEFOLIUM 'CERISE QUEEN'* YARROW	1 GAL.	2.5' O.C.			84	
	AC	*AQUILEGIA CAERULEA* COLUMBINE		1.5' O.C.			103	
	AF	*ARTEMISIA FRIGIDA* FRINGED SAGE		1.5' O.C.			90	
	CT	*CERASTIUM TOMENTOSUM* SNOW-IN-SUMMER		1' O.C.			99	
	EU	*ERIGONUM UMBELLATUM* SULPHER FLOWER		1.5' O.C.			64	
	GR	*GERANIUM RICHARDSONII* RICHARDSON'S GERANIUM		2.25' O.C.			42	
	IMR	*IRIS MISSOURIENSIS 'ROCKY MOUNTAIN'* ROCKY MOUNTAIN IRIS		1.5' O.C.			58	
	LA	*LUPINUS ARGENTEUS* SILVERY LUPINE		1.5' O.C.			74	
	SAF	*SEDUM x 'AUTUMN FIRE'* AUTUMN FIRE SEDUM		1.5' O.C.			88	
	SRB	*SEDUM REFLUXUM 'BLUE SPRUCE'* BLUE SPRUCE SEDUM		1.5' O.C.			67	
	SS	*SEDUM SPURIUM 'DRAGON'S BLOOD'* CAUCASIAN STONECROP		1' O.C.			108	
	SB	*STACHYS BYZANTINA 'HELEN VON STEIN'* HELEN VON STEIN LAMB'S EAR		1.5' O.C.			34	
TOTAL PERENNIALS							911	

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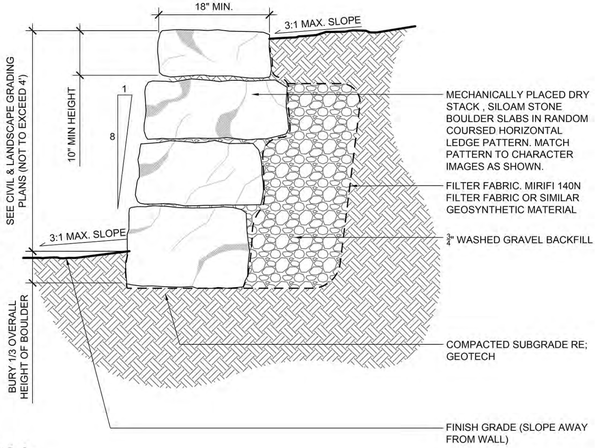
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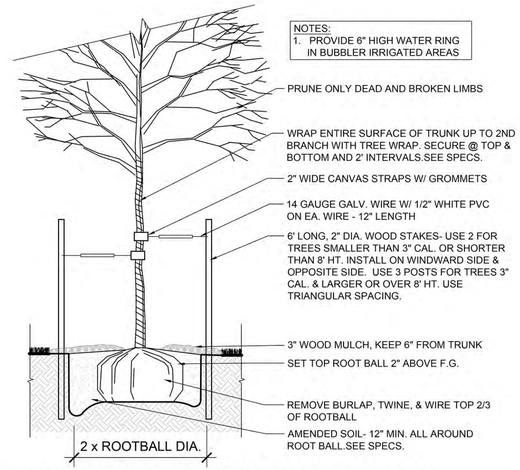


BOULDER WALL COURSING AESTHETIC INTENT, AND SILOAM STONE MATERIAL

NOTES:
1. INSTALL BOULDERS FROM BOTTOM OF SLOPE UPWARDS. BUILD FROM BOTTOM UP SECURING BOULDERS WITH COMPACTED BACKFILL, PACKING AGGREGATE BASE AND SMALL STONES INTO VOIDS AND JOINTS BETWEEN BOULDERS. NO VOIDS WITH SOIL FAILURE WILL BE ACCEPTED.
2. REFERENCE MATERIALS SCHEDULE FOR BOULDER STONE MATERIAL. SEE IMAGERY ABOVE FOR MATERIAL INTENT.
3. SELECTION, LOCATION, AND ARRANGEMENT OF BOULDERS SHALL BE FIELD APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT.
4. BOULDERS SHALL VARY IN SIZE. STONE SHOULD BE GRADIATED FROM LARGER SIZES (BOTTOM OF WALL) TO SMALLER (TOP OF WALL).
5. ELIMINATE VERTICAL JOINTS BY OVER LAPPING ALL STONES
6. SET HORIZONTAL JOINTS LEVEL
7. CONTRACTOR TO VERIFY BASE STONE REQUIREMENT PER GEOTECHNICAL ENGINEER
8. ALL SUBGRADE AND BACKFILL MATERIAL TO BE REVIEWED AND APPROVED BY STRUCTURAL AND GEOTECHNICAL ENGINEER

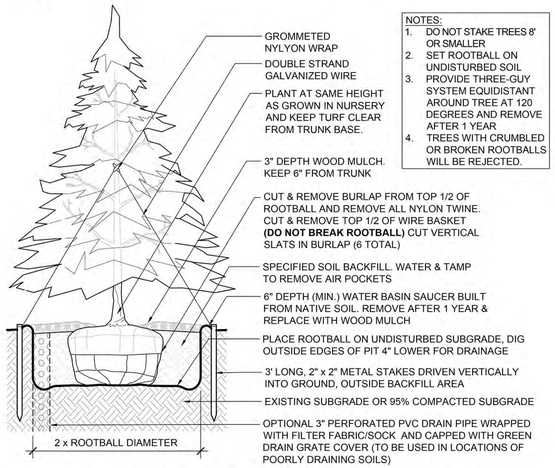


5 L300 GRAVITY STACKED BOULDER WALL
3/4"=1'-0" DETAIL



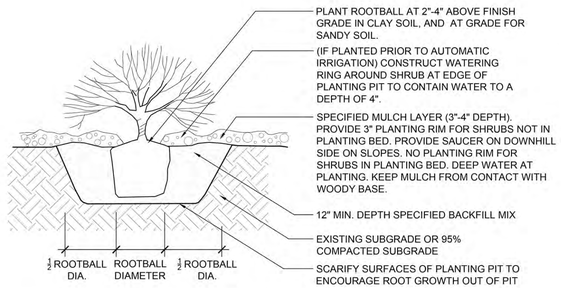
3 L300 DECIDUOUS TREE PLANTING
1"=1'-0" DETAIL

NOTES:
1. SEE PLANTING PLANS AND PLANT SCHEDULES FOR TREE LOCATION & TYPE. SEE PLANTING NOTES FOR ADDITIONAL INFORMATION.
2. ALL FINAL GRADING AND TOP SOILING SHALL BE COMPLETE PRIOR TO TREE PLANTING.
3. SEE PLANTING PLANS FOR SURFACE TREATMENT / FINISH. DO NOT PLANT UNTIL FINAL GRADES HAVE BEEN PROVIDED. SEE GRADING PLANS AND NOTES.
4. GUY AND STAKE ALL TREES 2" CAL. OR LARGER. PLACE STAKE PLUMB AND OUTSIDE TREE PLANTING PIT.
5. TEST PERCOLATION RATE OF PIT AND REPORT RESULTS TO OWNER'S REP. 24 HRS PRIOR TO PLANTING. WATER PLANTING PIT WHILE BACKFILLING.
6. PRUNE DAMAGED, WEAK, DEAD AND DOUBLE CROTCH / LEADER WOOD ONLY. IF PRUNING DOUBLE LEADER, REMOVE SMALLER, WEAKER LEADER.
7. DO NOT STAKE TREES BELOW 8' HEIGHT.
8. SET ROOTBALL ON UNDISTURBED SOIL.
9. PROVIDE STAKE SYSTEM AS SHOWN IN LINE WITH PREVAILING WINDS.
10. TREES WITH BROKEN OR FAILING ROOTBALLS WILL BE REJECTED.
11. PROVIDE MULCH RING AS FOLLOWS:
NON-MANICURED TURF - 48" MIN. MULCH RING IN
MANICURED TURF - 36" MULCH RING, MAINTAIN 4"-6" CLEAR ZONE FROM TRUNK.

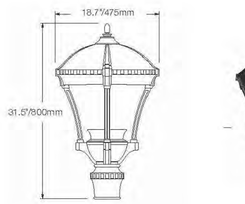


2 L300 EVERGREEN TREE PLANTING
1"=1'-0" SECTION

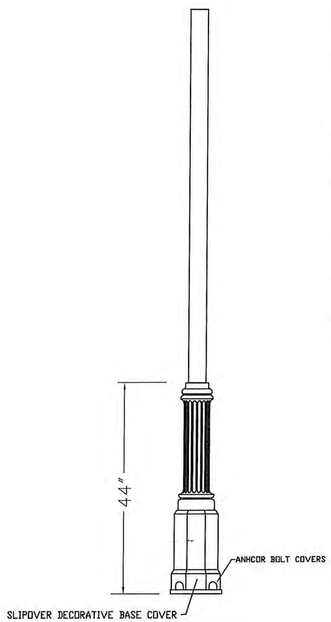
NOTES:
1. SEE PLANTING PLANS AND PLANT SCHEDULES FOR SHRUB LOCATION & TYPE. SEE PLANTING NOTES FOR ADDITIONAL INFORMATION.
2. ALL FINAL GRADING AND TOP SOIL APPLICATION SHALL BE COMPLETED PRIOR TO SHRUB PLANTING.
3. SEE PLANTING PLANS FOR SURFACE TREATMENT / FINISH. DO NOT PLANT UNTIL FINAL GRADES HAVE BEEN PROVIDED. SEE GRADING PLANS AND NOTES.
4. TEST PERCOLATION RATE OF PIT AND REPORT RESULTS TO OWNER'S REP. 24 HRS PRIOR TO PLANTING. WATER PLANTING PIT WHILE BACKFILLING.
5. REMOVE ALL CONTAINERS, BURLAP WIRE OR OTHER MATERIAL SUPPORTING ROOTBALL.
6. PRUNE DAMAGED, WEAK, DEAD AND DOUBLE CROTCH / LEADER WOOD ONLY. IF PRUNING DOUBLE LEADER, REMOVE SMALLER, WEAKER LEADER.
7.SHRUBS WITH BROKEN OR FAILING ROOTBALLS WILL BE REJECTED.



1 L300 SHRUB PLANTING IN MULCH BED
1/2"=1'-0" SECTION







LIGHT FIXTURE
PROVIDENCE MICRO CORE - MEDIUM HOUSING PROV
MODEL: PROV
ORDER INFO:
PROV-T3-32LED-3K-700-BL-LDL-PCA-T-STANDARD

CONTACT:
ARCHITECTURAL AREA LIGHTING
WWW.AAL.NET
626.968.5666

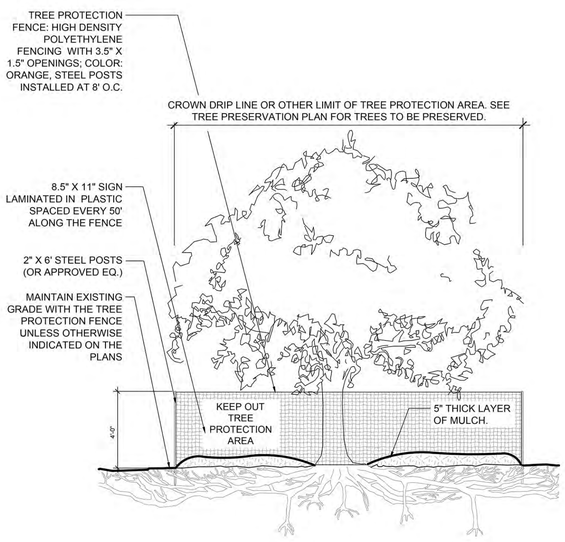
POLE
PART # 9SRS-3.5-NO TENON-11.50' BOLT CIRCLE-BLACK
CONTACT: MOUNTAIN STATES LIGHTING
303.838.4430

LADDER REST
MODEL: 4" OD-3.5" ID LADDER REST
CONTACT: MOUNTAIN STATES LIGHTING
303.838.4430

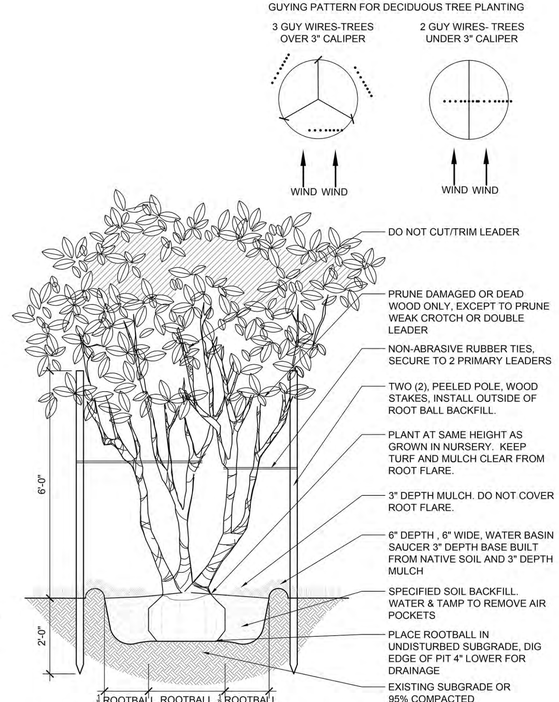
NOTE:
1. POLE LIGHT TO MATCH EXISTING SPECIFIED POLE LIGHT FOR THE TOWN OF BRECKENRIDGE.
2. REFER TO MEP DRAWINGS FOR MOUNTING AND ELECTRICAL CONNECTIONS.

7 L300 POLE LIGHT
N.T.S. DETAIL

NOTES:
1. PRIOR TO START OF CONSTRUCTION A CERTIFIED ARBORIST OR CITY FORESTER WILL INSPECT ALL ON-SITE TREES IN THE CONSTRUCTION ZONE, IN ORDER TO DETERMINE THE TREES WORTHWHILE OF PRESERVATION.
2. NO PRUNING SHALL BE PERFORMED EXCEPT BY CERTIFIED ARBORIST OR CITY FORESTER.
3. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALL AND REMOVAL.
4. TREE SYMBOL SHOWN IN DETAIL IS DIAGRAMMATIC, SAME DETAIL NOTES APPLY FOR ALL TREE TYPES, SHAPES, AND SPECIES.



6 L300 TREE PRESERVATION
1/4" = 1-0" SECTION



4 L300 MULTI-STEM TREE PLANTING
1"=1'-0" SECTION

Drawing: U:\2024018.30_Gold Rush South\05 CAD\Sheets\01- Development Plan\L40X-Site Details.dwg
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Last Plotted: 6/6/2025 6:35:43 PM
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SOUTH GOLD RUSH/ PARCEL 3 DUPLEXES
355 N. PARK AVE. BRECKENRIDGE, CO
SITE PLAN MODIFICATION

DRAWN BY:	ZE/PM
CHECKED BY:	DTJ
PROJECT NO.:	2024018
ISSUE DATE:	09/23/2024
REVISIONS:	10/28/2024
	05/02/2025
	05/20/2025
	06/09/2025

SHEET TITLE:
SITE DETAILS

SHEET NUMBER:
L300



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SOUTH GOLD RUSH/ PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

SITE PLAN MODIFICATION

DRAWN BY:	ZE/PM
CHECKED BY:	DTJ
PROJECT NO.:	2024018
ISSUE DATE:	09/23/2024
REVISIONS:	10/28/2024
	05/02/2025
	05/20/2025
	06/09/2025

SHEET TITLE:

ILLUSTRATIVE PLAN

SHEET NUMBER:

L400

Drawing: U:\2024\2024018.30_Gold Rush South\05 CADSheets\01- Development Plan\L500_IllustrativePlan.dwg
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Last Plotted 6/6/2025 6:49:28 PM
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KEY MAP

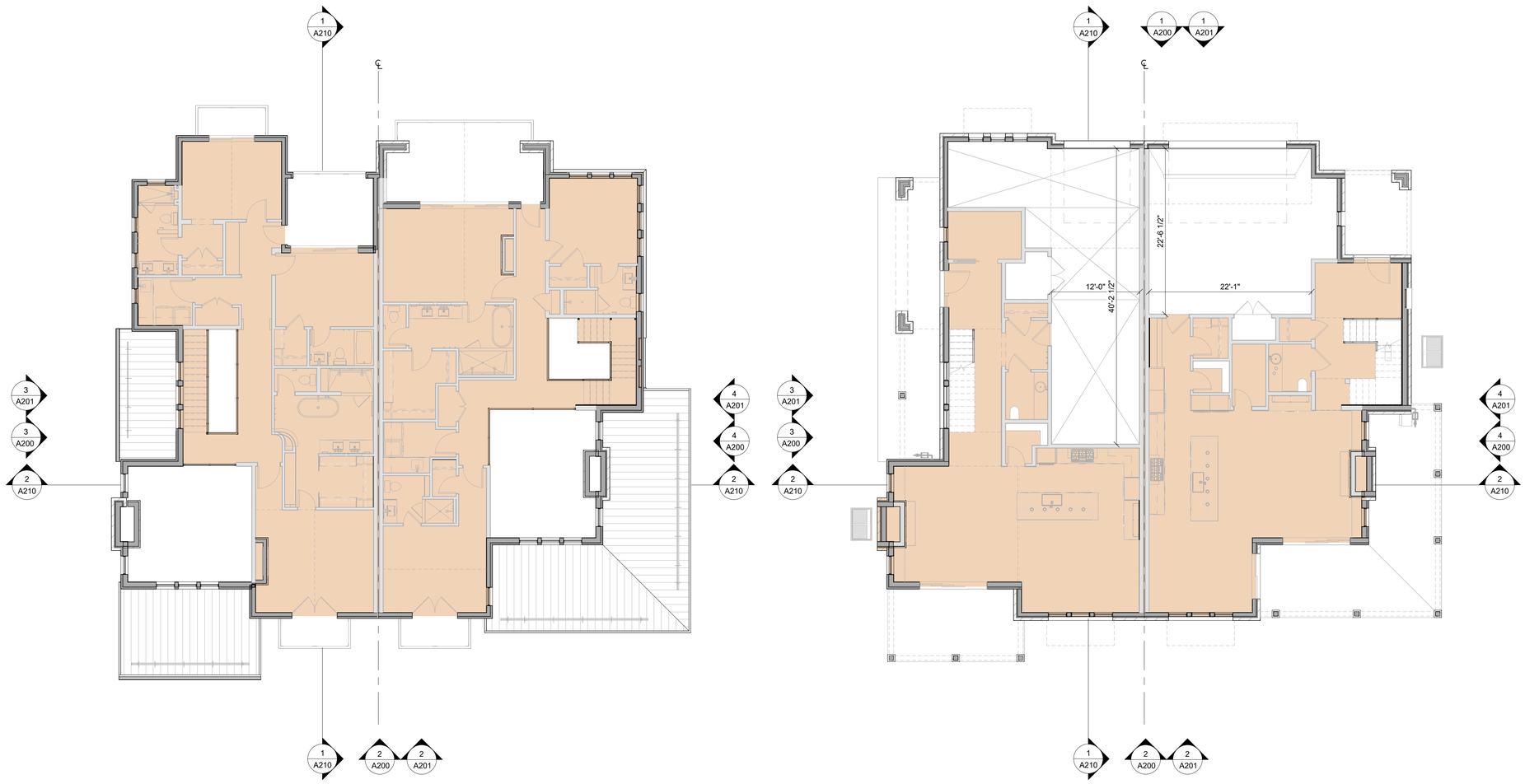
May 2, 2025	GOLD RUSH SOUTH DUPLEX					
GENERAL	HEIGHT (STORIES)					3
	TOTAL GROSS SF					57,589
	TOTAL UNITS					16
	TOTAL PARKING DEMAND					32
	RESIDENTIAL SF/1 (1,500 SF)					48,000.00
	TOTAL SHI					30.09
	NAME	BASEMENT	FIRST FLOOR	SECOND FLOOR	AREA (SQ. FT.)	TOTAL
BUILDING 1	UNIT S	0	1,062	1,432	2,494	4,988
	GARAGE S				703	1,406
	UNIT P	0	1,138	1,413	2,551	5,102
	GARAGE P				587	1,174
BUILDING 2	UNIT S	0	1,199	1,486	2,685	7,995
	GARAGE S				552	1,656
	UNIT P	0	1,583	1,353	2,936	8,808
	GARAGE P				588	1,764
BUILDING 3	UNIT S	783	1,165	1,456	3,404	10,212
	GARAGE S				603	1,809
	UNIT P	769	1,296	1,528	3,593	10,779
	GARAGE P				632	1,896
GOLD RUSH SOUTH BUILDING AREA TOTAL						47,884
MASS TOTAL (BUILDINGS AND GARAGE - 57,600 ALLOWED)						57,589

NOTE: EXCLUDES GARAGE, PATIO, OPEN TO BELOW, ELEVATOR CORE, MECHANICAL, EXTERIOR FIREPLACE, AND OTHER NON-LIVABLE AREAS.

GAS FIREPLACE (INTERIOR)				FIREPLACE COUNT	TOTAL
BUILDING 1	UNIT S			2	4
	UNIT P			2	4
BUILDING 2	UNIT S			2	6
	UNIT P			2	6
BUILDING 3	UNIT S			3	9
	UNIT P			3	9
TOTAL					38

USE TYPE:

UNIT



2 A100 BUILDING 1 - SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

1 A100 BUILDING 1 - FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

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SOUTH GOLD RUSH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO
SITE PLAN MODIFICATION

NOT FOR CONSTRUCTION

DRAWN BY: OL/MM/JK/JM
CHECKED BY: OL, DR, LP
PROJECT NO: 2024019.30
ISSUE DATE: 10/28/2024
REVISIONS:
1 10/28/2024
2 05/02/2025

SHEET TITLE:

PLANS - BUILDING 1

SHEET NUMBER:

A100

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KEY MAP

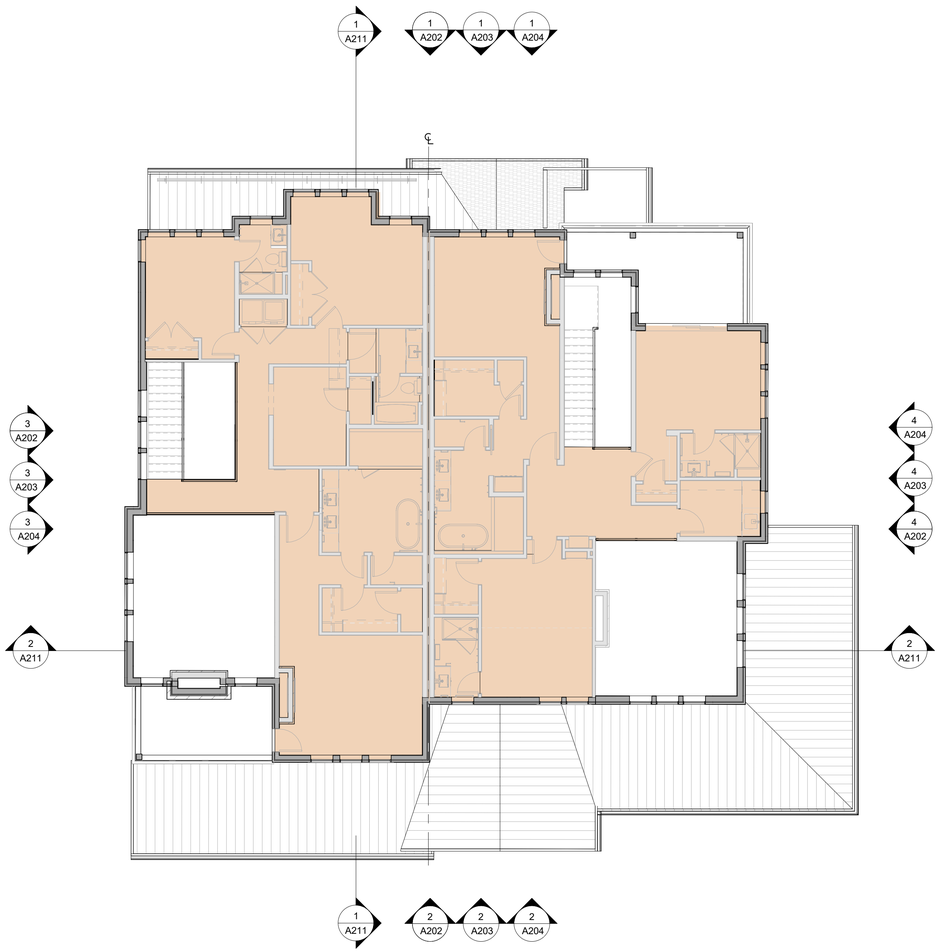
May 2, 2025	GOLD RUSH SOUTH DUPLEX					
GENERAL	HEIGHT (STORIES)					3
	TOTAL GROSS SF					57,589
	TOTAL UNITS					16
	TOTAL PARKING DEMAND					32
	RESIDENTIAL SF/1 (1,500 SF)					48,000.00
	TOTAL SFD					30,039
	NAME	BASEMENT	FIRST FLOOR	SECOND FLOOR	AREA (SQ. FT.)	TOTAL
BUILDING 1	UNIT S	0	1,062	1,432	2,494	4,988
	GARAGE S				703	1,406
	UNIT P	0	1,138	1,413	2,551	5,102
	GARAGE P				587	1,174
BUILDING 2	UNIT S	0	1,199	1,486	2,685	7,995
	GARAGE S				552	1,656
	UNIT P	0	1,583	1,353	2,936	8,808
	GARAGE P				588	1,764
BUILDING 3	UNIT S	783	1,165	1,456	3,404	10,212
	GARAGE S				603	1,809
	UNIT P	769	1,296	1,528	3,593	10,779
	GARAGE P				632	1,896
GOLD RUSH SOUTH BUILDING AREA TOTAL						47,884
MASS TOTAL (BUILDINGS AND GARAGE - 57,600 ALLOWED)						57,589

NOTE: EXCLUDES GARAGE, PATIO, OPEN TO BELOW, ELEVATOR CORE, MECHANICAL, EXTERIOR FIREPLACE, AND OTHER NON-USABLE AREAS.

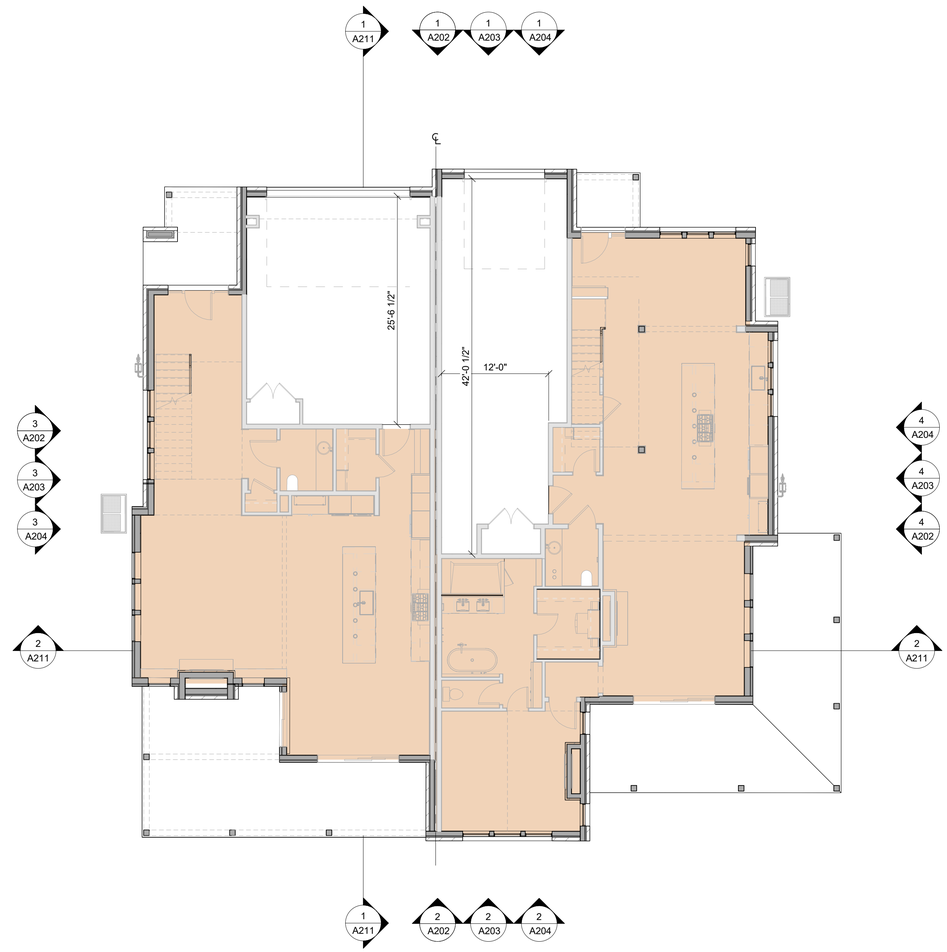
GAS FIREPLACE (INTERIOR)				FIREPLACE COUNT	TOTAL
BUILDING 1	UNIT S			2	4
	UNIT P			2	4
BUILDING 2	UNIT S			2	6
	UNIT P			2	6
BUILDING 3	UNIT S			3	9
	UNIT P			3	9
TOTAL					38

USE TYPE:

UNIT



2 A101 BUILDING 2 - SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 A101 BUILDING 2 - FIRST FLOOR PLAN -
SCALE: 1/8" = 1'-0"

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SOUTH GOLD RUSH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO
SITE PLAN MODIFICATION

NOT FOR CONSTRUCTION

DRAWN BY: OL/MM/JK/JM
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PROJECT NO: 2024019.30
ISSUE DATE: 10/28/2024
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1 10/28/2024
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SHEET TITLE:
PLANS - BUILDING 2

SHEET NUMBER:
A101

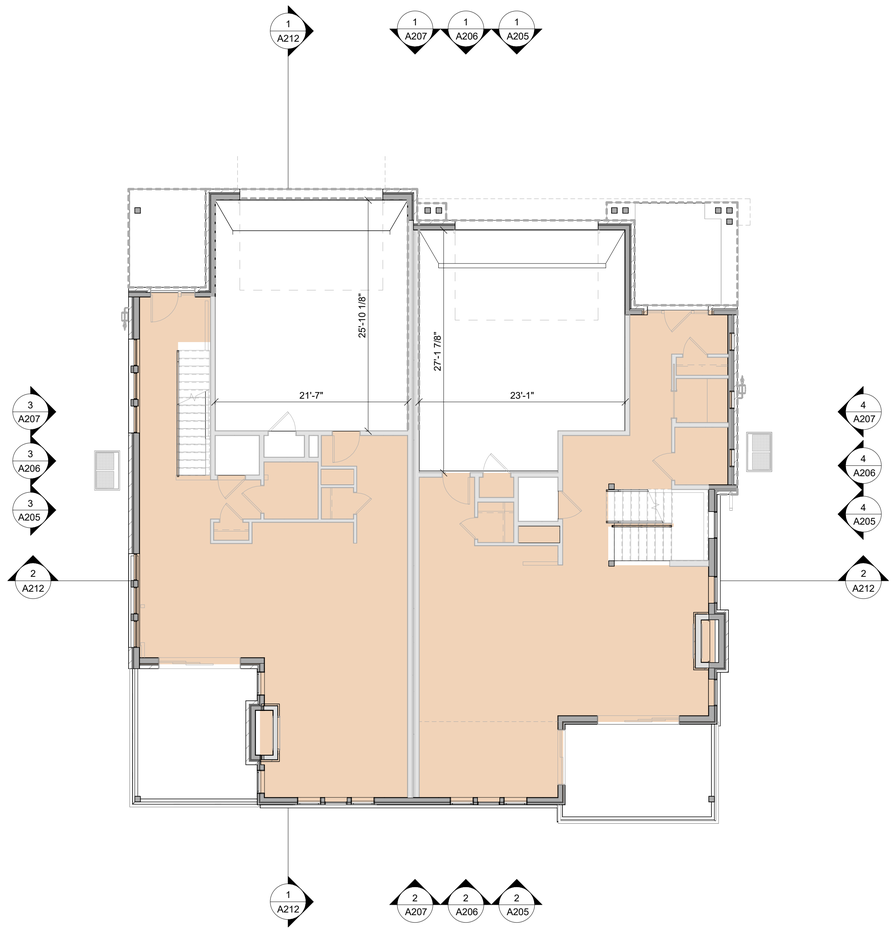


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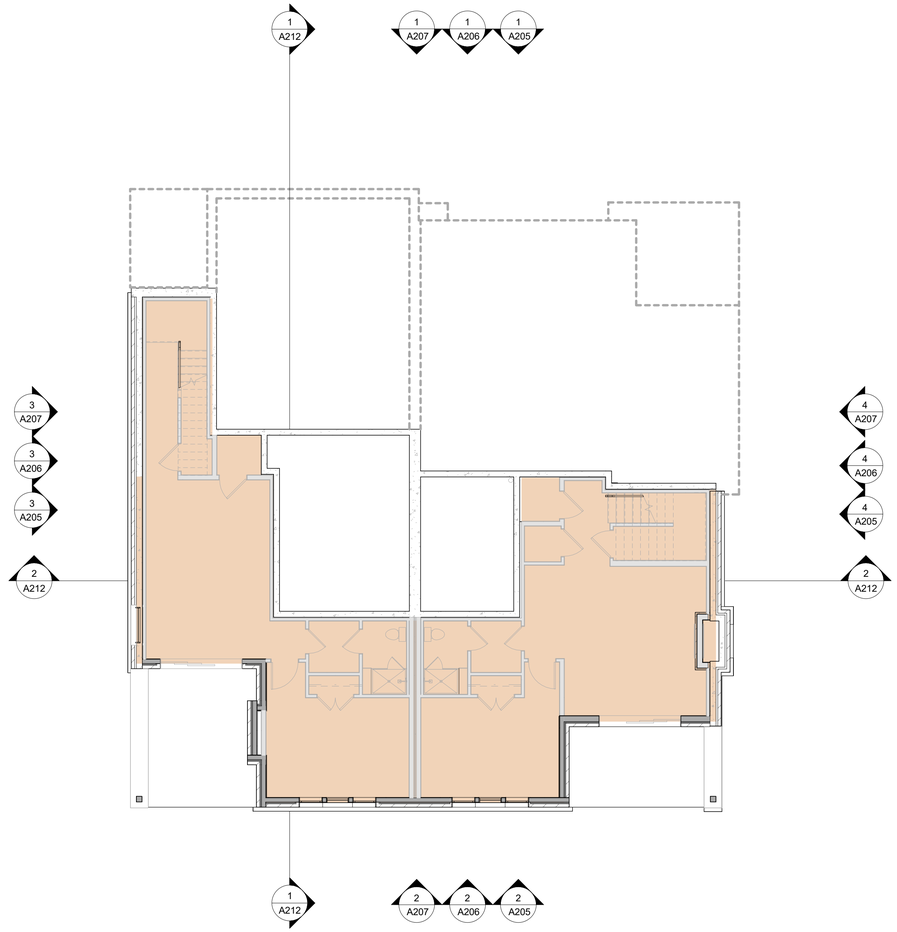
May 2, 2025	GOLD RUSH SOUTH DUPLEX					
GENERAL	HEIGHT (STORIES)					3
	TOTAL GROSS SF					57,589
	TOTAL UNITS					16
	TOTAL PARKING DEMAND					32
	RESIDENTIAL SF/1 (1,500 SF)					48,000.00
	TOTAL SFD					30.09
	NAME	BASEMENT	FIRST FLOOR	SECOND FLOOR	AREA (SQ. FT.)	TOTAL
BUILDING 1	UNIT S	0	1,062	1,432	2,494	4,988
	GARAGE S				703	1,406
	UNIT P	0	1,138	1,413	2,551	5,102
	GARAGE P				587	1,174
BUILDING 2	UNIT S	0	1,199	1,486	2,685	7,995
	GARAGE S				552	1,656
	UNIT P	0	1,583	1,353	2,936	8,808
	GARAGE P				588	1,764
BUILDING 3	UNIT S	783	1,165	1,456	3,404	10,212
	GARAGE S				603	1,809
	UNIT P	769	1,296	1,528	3,593	10,779
	GARAGE P				632	1,896
GOLD RUSH SOUTH BUILDING AREA TOTAL						47,884
MASS TOTAL (BUILDINGS AND GARAGE - 57,600 ALLOWED)						57,589

NOTE: EXCLUDES GARAGE, PATIO, OPEN TO BELOW, ELEVATOR CORE, MECHANICAL, EXTERIOR FIREPLACE, AND OTHER NON-USABLE AREAS.

GAS FIREPLACE (INTERIOR)				FIREPLACE COUNT	TOTAL
BUILDING 1	UNIT S			2	4
	UNIT P			2	4
BUILDING 2	UNIT S			2	6
	UNIT P			2	6
BUILDING 3	UNIT S			3	9
	UNIT P			3	9
TOTAL					38



2 A102 BUILDING 3 - FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 A102 BUILDING 3 - BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0"

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SOUTH GOLD RUSH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO
SITE PLAN MODIFICATION

NOT FOR CONSTRUCTION

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PROJECT NO: 2024019.30
ISSUE DATE: 10/28/2024
REVISIONS:
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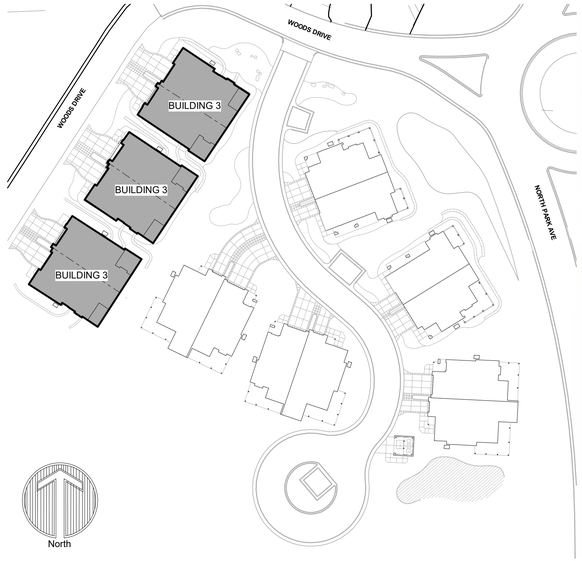
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PLANS - BUILDING 3

SHEET NUMBER:

A102

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KEY MAP

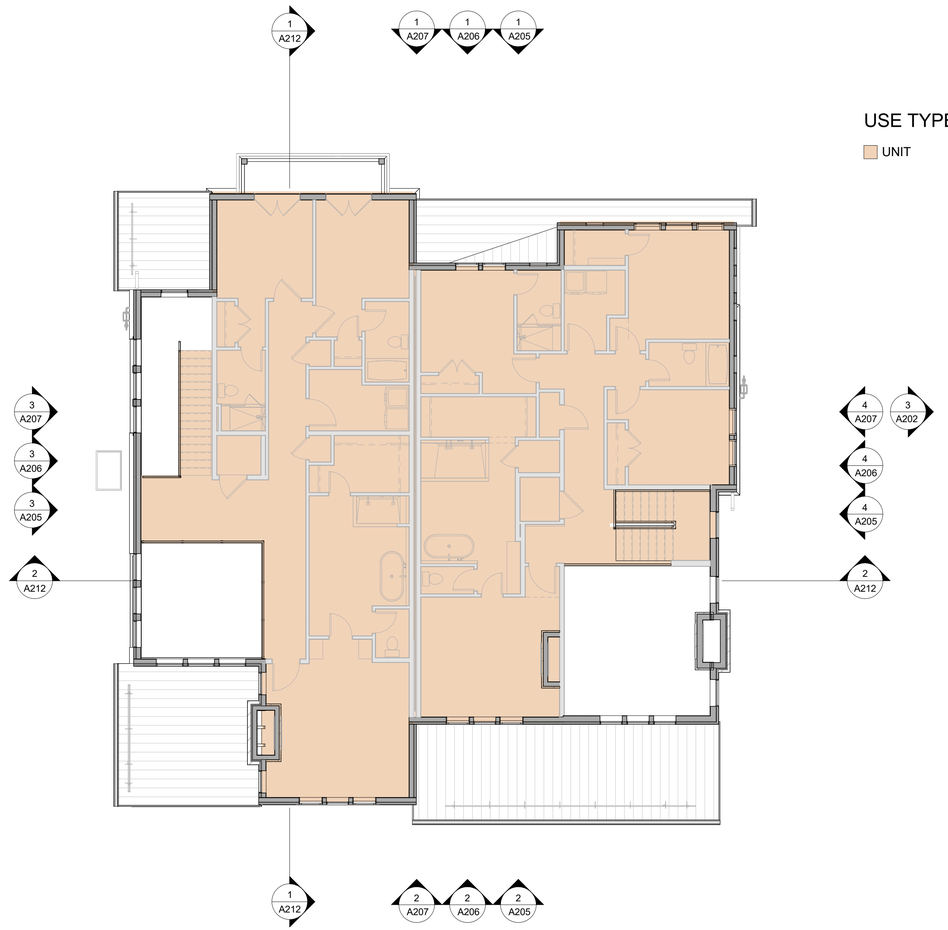
May 2, 2025	GOLD RUSH SOUTH DUPLEX					
GENERAL	HEIGHT (STORIES)					3
	TOTAL GROSS SF					57,589
	TOTAL UNITS					16
	TOTAL PARKING DEMAND					32
	RESIDENTIAL SF1 (1.16/dl SF)					60,000.00
	TOTAL SF2					30,039
	NAME	BASEMENT	FIRST FLOOR	SECOND FLOOR	AREA (SQ. FT.)	TOTAL
BUILDING 1	UNIT S	0	1,062	1,432	2,494	4,988
	GARAGE S				703	1,406
	UNIT P	0	1,138	1,413	2,551	5,102
	GARAGE P				587	1,174
BUILDING 2	UNIT S	0	1,199	1,486	2,685	7,995
	GARAGE S				552	1,656
	UNIT P	0	1,583	1,353	2,936	8,808
	GARAGE P				588	1,764
BUILDING 3	UNIT S	783	1,165	1,456	3,404	10,212
	GARAGE S				603	1,809
	UNIT P	769	1,296	1,528	3,593	10,779
	GARAGE P				632	1,896
GOLD RUSH SOUTH BUILDING AREA TOTAL						47,884
MASS TOTAL (BUILDINGS AND GARAGE - 57,600 ALLOWED)						57,589

NOTE: EXCLUDES GARAGE, PATIO, OPEN TO BELOW, ELEVATOR CORE, MECHANICAL, EXTERIOR FIREPLACE, AND OTHER NON-LIVABLE AREAS.

GAS FIREPLACE (INTERIOR)					FIREPLACE COUNT	TOTAL
BUILDING 1	UNIT S				2	4
	UNIT P				2	4
BUILDING 2	UNIT S				2	6
	UNIT P				2	6
BUILDING 3	UNIT S				3	9
	UNIT P				3	9
TOTAL						38

USE TYPE:

UNIT



2 A103 BUILDING 3 - SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

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355 N. PARK AVE. BRECKENRIDGE, CO

SITE PLAN MODIFICATION

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PROJECT NO: 2024019.30
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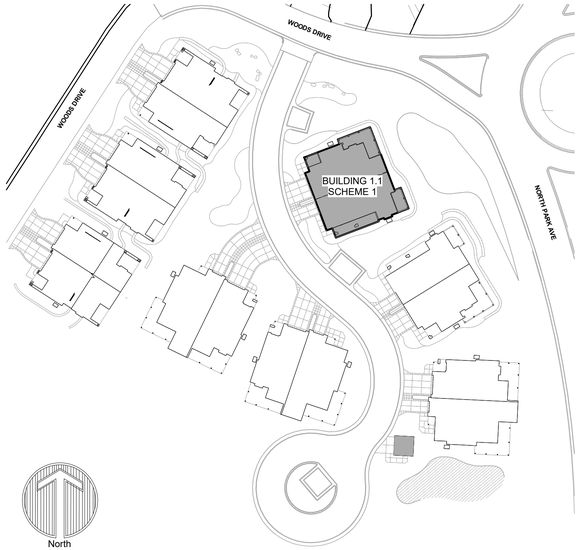
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PLANS - BUILDING 3

SHEET NUMBER:

A103

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KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	ASPHALT SHINGLE ROOF
03	STONE
04	NATURAL WOOD SIDING
05	FIBER CEMENT SIDING
06	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A200 BUILDING 1.1 - RIGHT ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"



4 A200 BUILDING 1.1 - LEFT ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"



2 A200 BUILDING 1.1 - REAR ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"



1 A200 BUILDING 1.1 - FRONT ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"

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SOUTH GOLD RUSH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

SITE PLAN MODIFICATION

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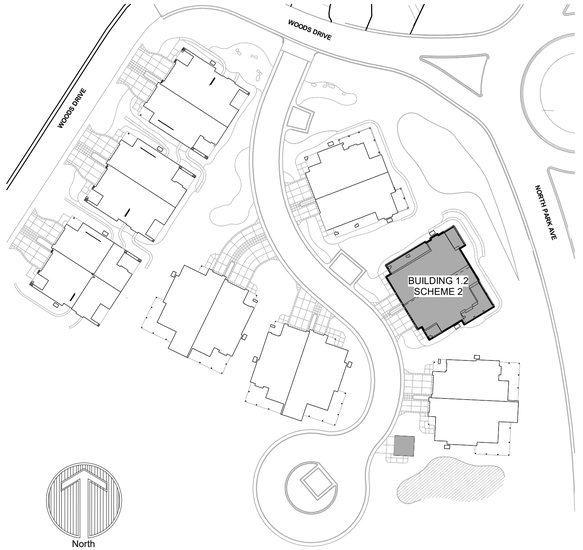
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CHECKED BY:	OL, DR, LP
PROJECT NO:	2024019.30
ISSUE DATE:	10/28/2024
REVISIONS:	
1	10/28/2024
2	05/02/2025

SHEET TITLE:

ELEVATIONS - BUILDING 1.1 - SCHEME 1

SHEET NUMBER:

A200



KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	ASPHALT SHINGLE ROOF
03	STONE
04	NATURAL WOOD SIDING
05	FIBER CEMENT SIDING
06	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A201 BUILDING 1.2 - RIGHT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



4 A201 BUILDING 1.2 - LEFT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



2 A201 BUILDING 1.2 - REAR ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



1 A201 BUILDING 1.2 - FRONT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"

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355 N. PARK AVE. BRECKENRIDGE, CO
SITE PLAN MODIFICATION

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PROJECT NO:	2024019.30
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REVISIONS:	
1	10/28/2024
2	05/02/2025

SHEET TITLE:
ELEVATIONS - BUILDING 1.2 - SCHEME 2

SHEET NUMBER:
A201

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KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	ASPHALT SHINGLE ROOF
03	STONE
04	NATURAL WOOD SIDING
05	FIBER CEMENT SIDING
06	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A202 BUILDING 2.1 - RIGHT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



4 A202 BUILDING 2.1 - LEFT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



2 A202 BUILDING 2.1 - REAR ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



1 A202 BUILDING 2.1 - FRONT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"

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SOUTH GOLD RUSH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

SITE PLAN MODIFICATION

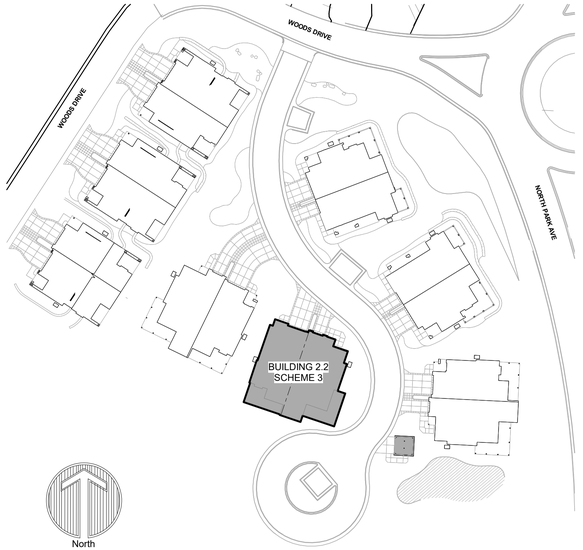
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REVISIONS:
1 10/28/2024
2 05/02/2025

SHEET TITLE:
ELEVATIONS - BUILDING 2.1 - SCHEME 2

SHEET NUMBER:
A202

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KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	ASPHALT SHINGLE ROOF
03	STONE
04	NATURAL WOOD SIDING
05	FIBER CEMENT SIDING
06	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A203 BUILDING 2.2 - RIGHT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



4 A203 BUILDING 2.2 - LEFT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



2 A203 BUILDING 2.2 - REAR ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



1 A203 BUILDING 2.2 - FRONT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"

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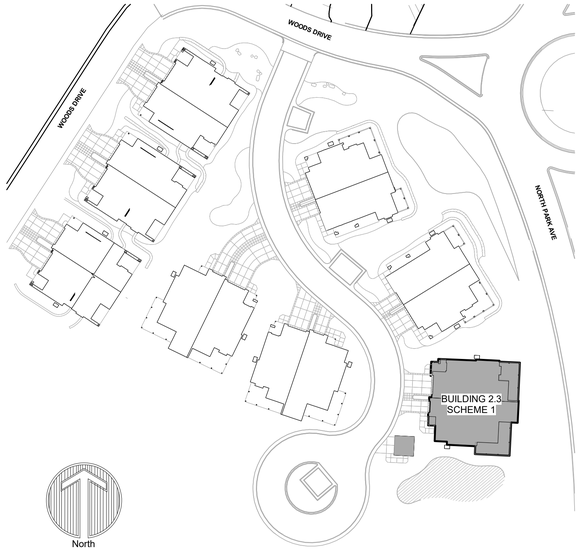
SOUTH GOLD RUSH / PARCEL 3 DUPLEXES
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SITE PLAN MODIFICATION

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PROJECT NO: 2024019.30
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SHEET TITLE:
ELEVATIONS - BUILDING 2.2 - SCHEME 3

SHEET NUMBER:
A203



KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	ASPHALT SHINGLE ROOF
03	STONE
04	NATURAL WOOD SIDING
05	FIBER CEMENT SIDING
06	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A204 BUILDING 2.3 - RIGHT ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"



4 A204 BUILDING 2.3 - LEFT ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"



2 A204 BUILDING 2.3 - REAR ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"



1 A204 BUILDING 2.3 - FRONT ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"

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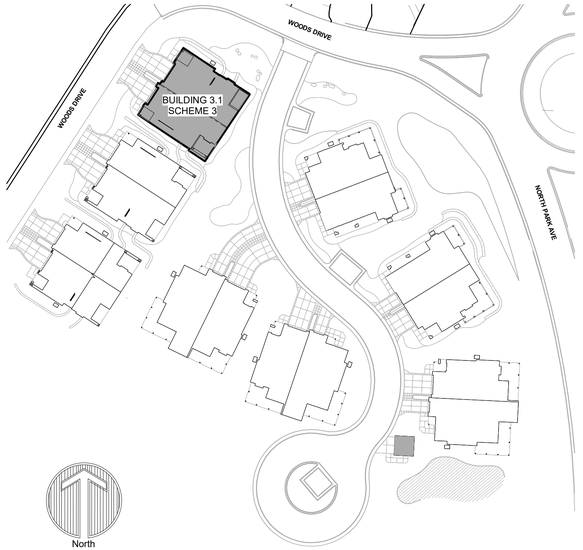
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SHEET TITLE:
ELEVATIONS - BUILDING 2.3 - SCHEME 1

SHEET NUMBER:
A204

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KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	ASPHALT SHINGLE ROOF
03	STONE
04	NATURAL WOOD SIDING
05	FIBER CEMENT SIDING
06	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A205 BUILDING 3.1 - RIGHT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



4 A205 BUILDING 3.1 - LEFT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



2 A205 BUILDING 3.1 - REAR ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



1 A205 BUILDING 3.1 - FRONT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"

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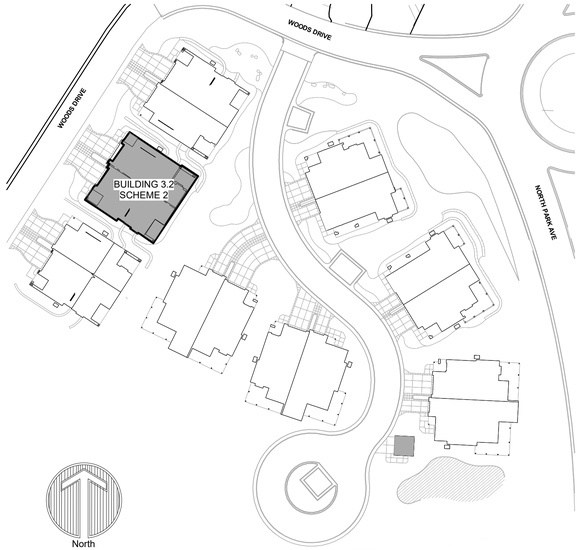
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SHEET TITLE:
ELEVATIONS - BUILDING 3.1 - SCHEME 3

SHEET NUMBER:
A205

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KEY MAP

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05	FIBER CEMENT SIDING
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NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



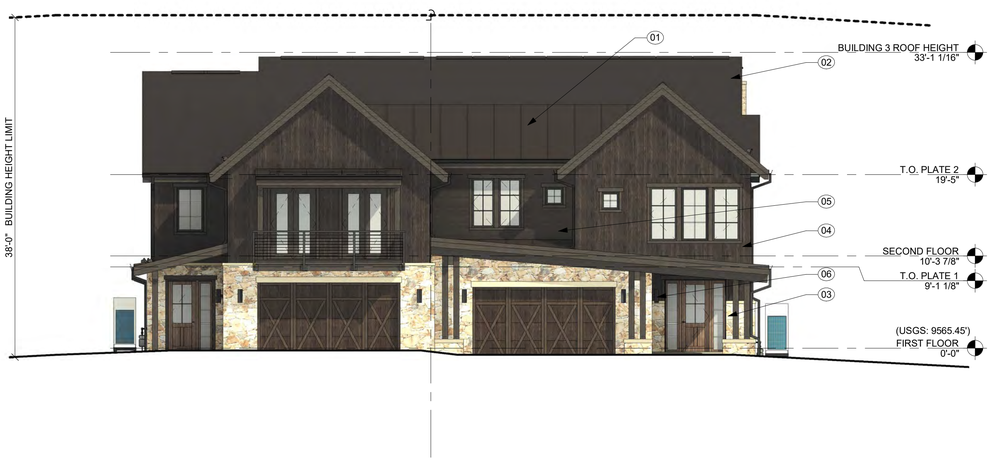
3 A206 BUILDING 3.2 - RIGHT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



4 A206 BUILDING 3.2 - LEFT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



2 A206 BUILDING 3.2 - REAR ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



1 A206 BUILDING 3.2 - FRONT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"

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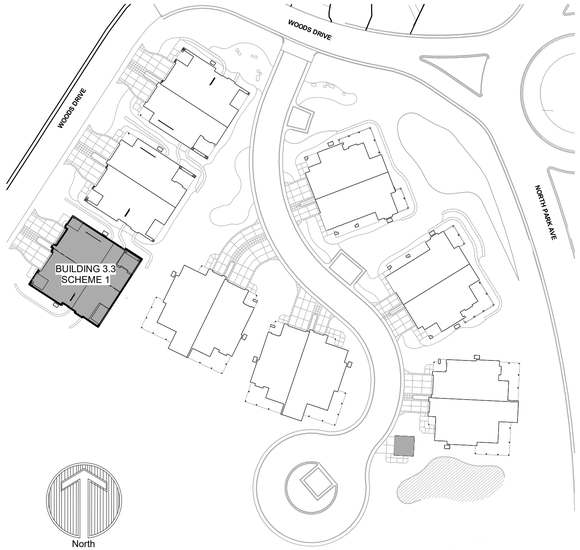
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SHEET TITLE:
ELEVATIONS - BUILDING 3.2 - SCHEME 2

SHEET NUMBER:
A206

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KEY MAP

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04	NATURAL WOOD SIDING
05	FIBER CEMENT SIDING
06	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A207 BUILDING 3.3 - RIGHT ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"



4 A207 BUILDING 3.3 - LEFT ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"



2 A207 BUILDING 3.3 - REAR ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"



1 A207 BUILDING 3.3 - FRONT ELEVATION - SCHEME 1
SCALE: 1/8" = 1'-0"

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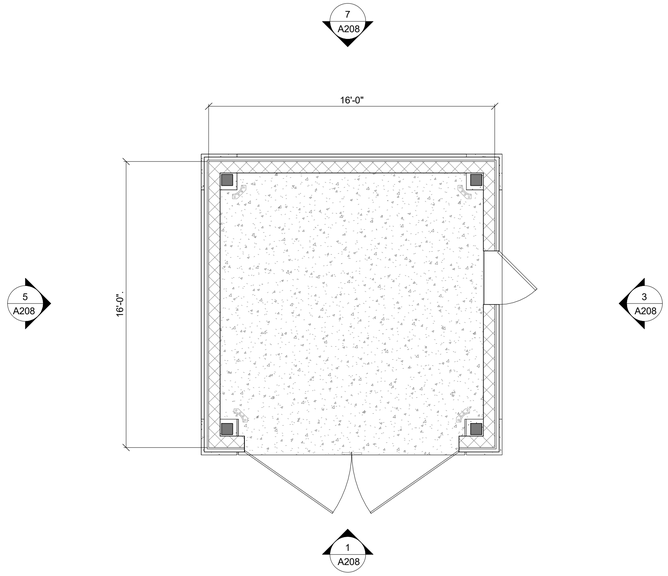
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SHEET TITLE:
ELEVATIONS - BUILDING 3.3 - SCHEME 1

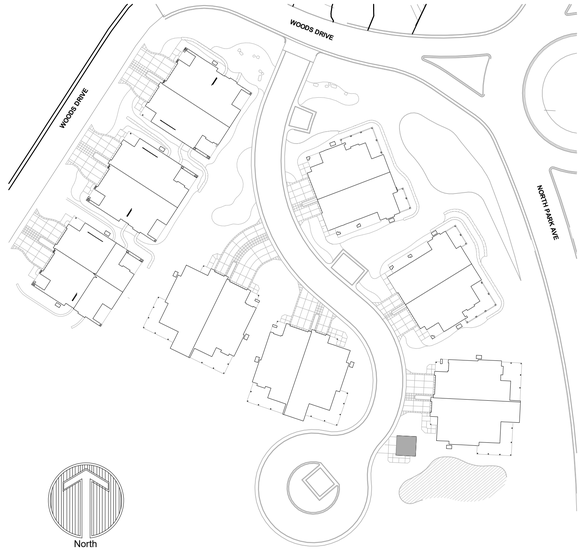
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6 A208 TRASH ENCLOSURE - FLOOR PLAN

SCALE: 1/4" = 1'-0"



KEY MAP

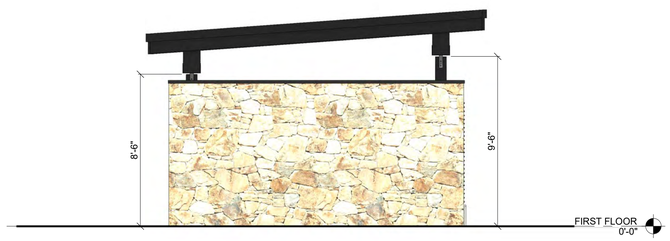
ELEVATION KEYNOTES	
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06	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A208 TRASH ENCLOSURE - RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



5 A208 TRASH ENCLOSURE - LEFT ELEVATION

SCALE: 1/4" = 1'-0"



7 A208 TRASH ENCLOSURE - REAR ELEVATION

SCALE: 1/4" = 1'-0"



1 A208 TRASH ENCLOSURE - FRONT ELEVATION

SCALE: 1/4" = 1'-0"

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SITE PLAN MODIFICATION

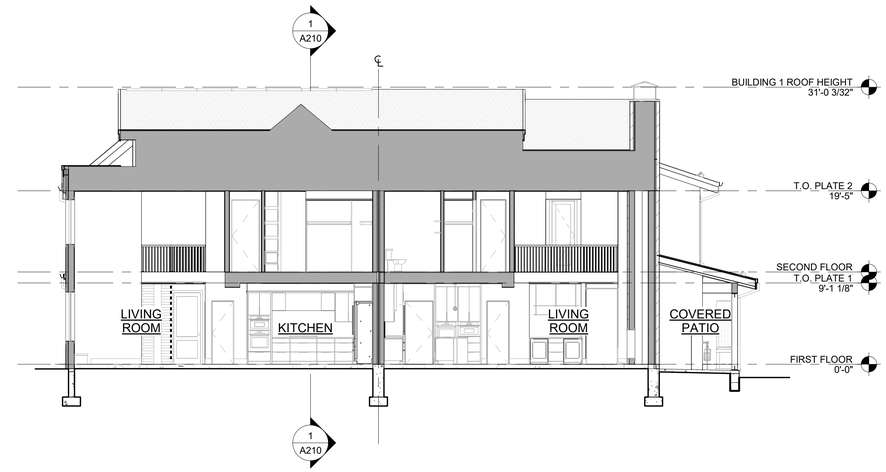
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SHEET TITLE: TRASH ENCLOSURE

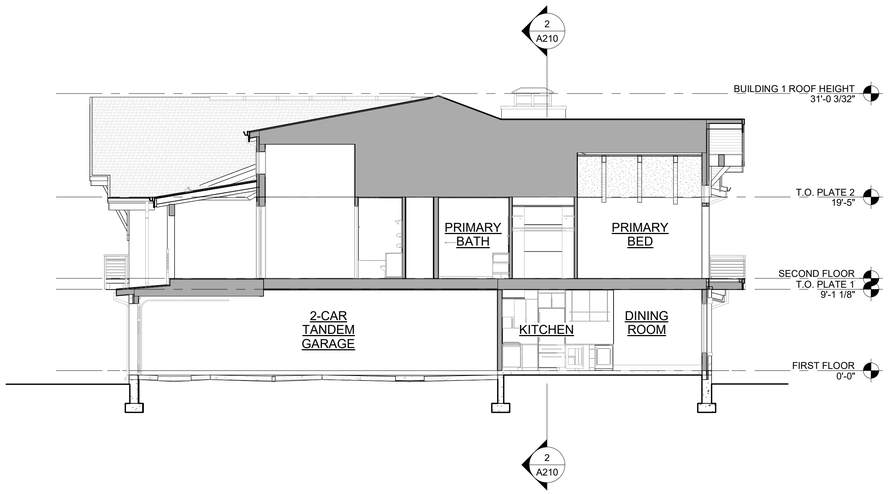
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2 A210 BUILDING 1 - SECTION 2

SCALE: 1/8" = 1'-0"



1 A210 BUILDING 1 - SECTION 1

SCALE: 1/8" = 1'-0"

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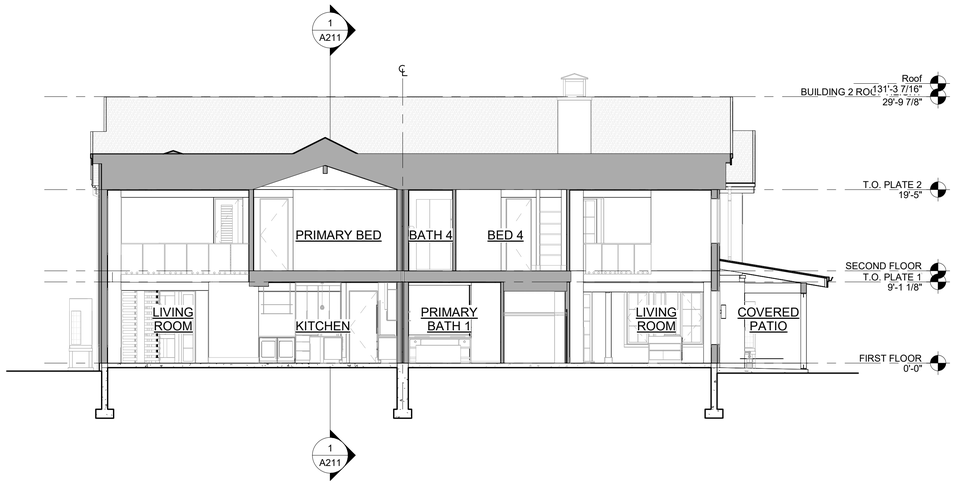
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BUILDING 1
SECTIONS

SHEET NUMBER:

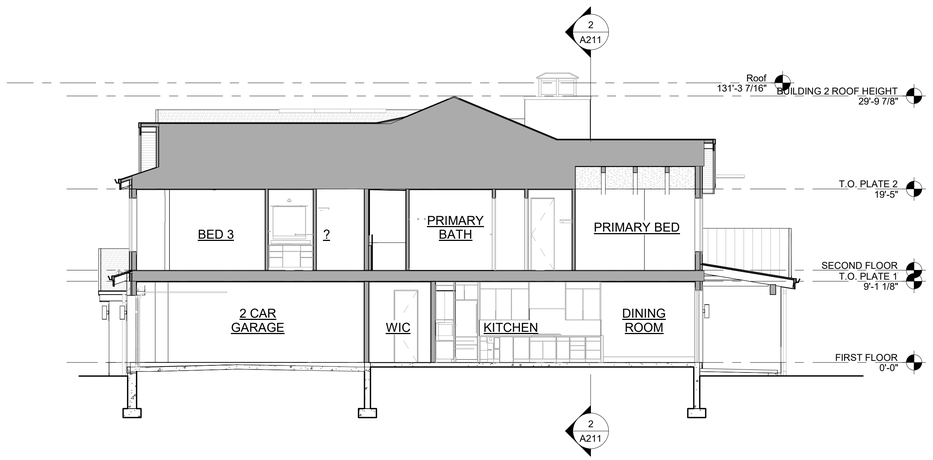
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2 A211 BUILDING 2 - SECTION 2

SCALE: 1/8" = 1'-0"



1 A211 BUILDING 2 - SECTION 1

SCALE: 1/8" = 1'-0"

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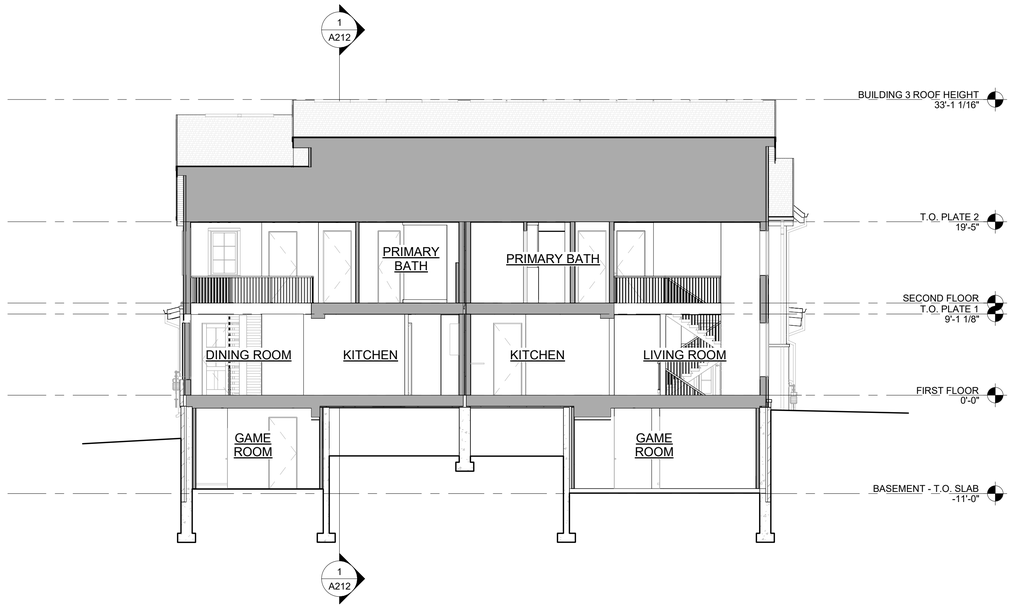
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SHEET TITLE:

BUILDING 2 SECTIONS

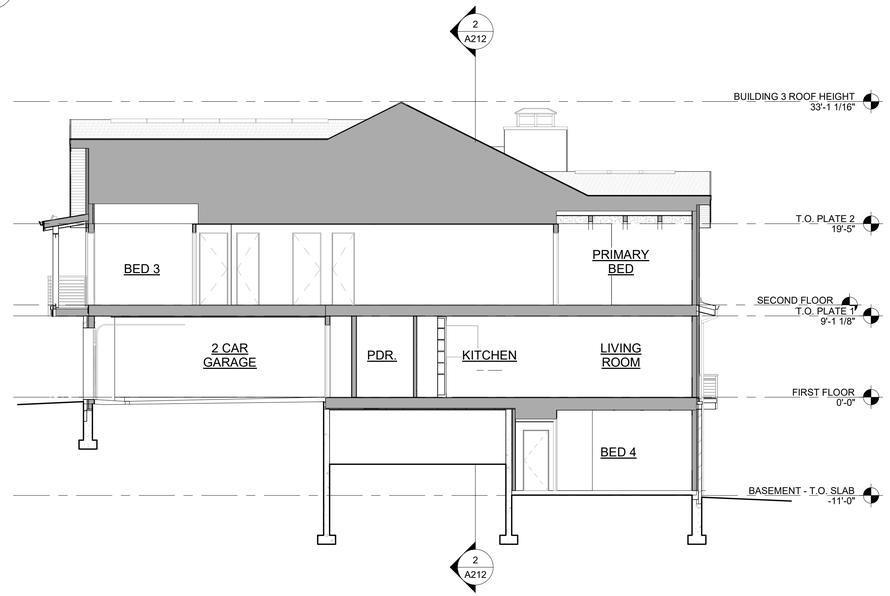
SHEET NUMBER:

A211



2 A212 BUILDING 3 - SECTION 2

SCALE: 1/8" = 1'-0"



1 A212 BUILDING 3 - SECTION 1

SCALE: 1/8" = 1'-0"

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BUILDING 3 SECTIONS

SHEET NUMBER:

A212

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2 A301 SOLAR STUDY -DEC 21 - 2 PM
SCALE: 1" = 60'-0"



3 A301 SOLAR STUDY -DEC 21 - 12 PM
SCALE: 1" = 60'-0"



4 A301 SOLAR STUDY -DEC 21 - 11 AM
SCALE: 1" = 60'-0"



1 A301 SOLAR STUDY - DEC 21 - 1 PM
SCALE: 1" = 60'-0"



5 A301 SOLAR STUDY - DEC 21 - 10 AM
SCALE: 1" = 60'-0"

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SOLAR STUDY

SHEET NUMBER:

A301

Scale: 1" = 60'- 0"
0' 30'-0" 60'-0" 120'-0"
North

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TRIM STAIN



MINWAX
DARK WALNUT
OR SIMILAR



MINWAX
HERITAGE BROWN
OR SIMILAR

SOFFIT



DELTA MILLWORKS
MOJAVA THERMAL HEMLOCK - SMOOTH - MESA
HORIZONTAL T&G
OR SIMILAR



DELTA MILLWORKS
THERMOWOOD SPRUCE - ROUGH SAWN - ARROYO
HORIZONTAL T&G
OR SIMILAR

DELTA MILLWORKS
TRUE BLACK
OR SIMILAR

STANDING SEAM METAL ROOF + METAL RAILING



WESTERN STATE METAL ROOFING
STANDING SEAM METAL ROOF
MANSARD BROWN
OR SIMILAR



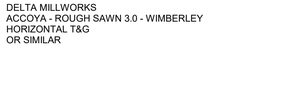
WESTERN STATE METAL ROOFING
STANDING SEAM METAL ROOF
MANSARD BROWN
OR SIMILAR

WESTERN STATE METAL ROOFING
STANDING SEAM METAL ROOF
CHARCOAL GRAY
OR SIMILAR

FIBER CEMENT SIDING



DELTA MILLWORKS
ACCOYA - BARNWOOD 2.0 - EAGLE
HORIZONTAL T&G
OR SIMILAR



DELTA MILLWORKS
THERMOWOOD - ROUGH SAWN - HISTORIC BROWN
HORIZONTAL SHIP LAP (EXPOSED REVEAL)
OR SIMILAR

DELTA MILLWORKS
ACCOYA - ROUGH SAWN 3.0 - WIMBERLEY
HORIZONTAL T&G
OR SIMILAR

NATURAL WOOD SIDING



DELTA MILLWORKS
RECLAIMED BARNWOOD - PRESIDIO
VERTICAL T&G
OR SIMILAR



DELTA MILLWORKS
ACCOYA - BARNWOOD 2.0 - RICH BROWN
VERTICAL T&G
OR SIMILAR

DELTA MILLWORKS
ACCOYA - SMOOTH - DELTA BLACK
VERTICAL T&G
OR SIMILAR

STONE MASONRY



TELLURIDE STONE COMPANY
HERITAGE - ALPINA
OR SIMILAR



TELLURIDE STONE COMPANY
HERITAGE - ALPINA
OR SIMILAR

TELLURIDE STONE COMPANY
HERITAGE - ALPINA
OR SIMILAR

MATERIAL SCHEME 1



MATERIAL SCHEME 2

MATERIAL SCHEME 3

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MATERIAL BOARD

SHEET NUMBER:

A302

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VIEW 3 - NORTH PARK AVE LOOKING WEST



VIEW 2 - EXISTING ENTRY LOOKING SOUTH



VIEW 4 - WOODS DRIVE, TOP OF ROUND-ABOUT, LOOKING WEST



VIEW 1 - ALONG WOODS DRIVE LOOKING NORTH

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CHECKED BY:	OL, DR, LP
PROJECT NO:	2024019.30
ISSUE DATE:	10/28/2024
REVISIONS:	
1	10/28/2024
2	05/02/2025

SHEET TITLE:

SITE PANORAMIC PHOTOS

SHEET NUMBER:

A900

DrawingsAutodesk Docs://2024018.30 Gold Rush South/Gold Rush South.rvt
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VIEW 3 - NORTH PARK AVE LOOKING WEST



VIEW 2 - PARKING LOT ENTRY LOOKING SOUTH



VIEW 4 - WOODS DRIVE, TOP OF ROUND-ABOUT, LOOKING WEST



VIEW 1 - ALONG WOODS DRIVE LOOKING NORTH

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SOUTH GOLD RUSH / PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

SITE PLAN MODIFICATION

NOT FOR CONSTRUCTION

DRAWN BY:	OL/MM/JK/JM
CHECKED BY:	OL, DR, LP
PROJECT NO:	2024019.30
ISSUE DATE:	10/28/2024
REVISIONS:	
1	10/28/2024
2	05/02/2025

SHEET TITLE:

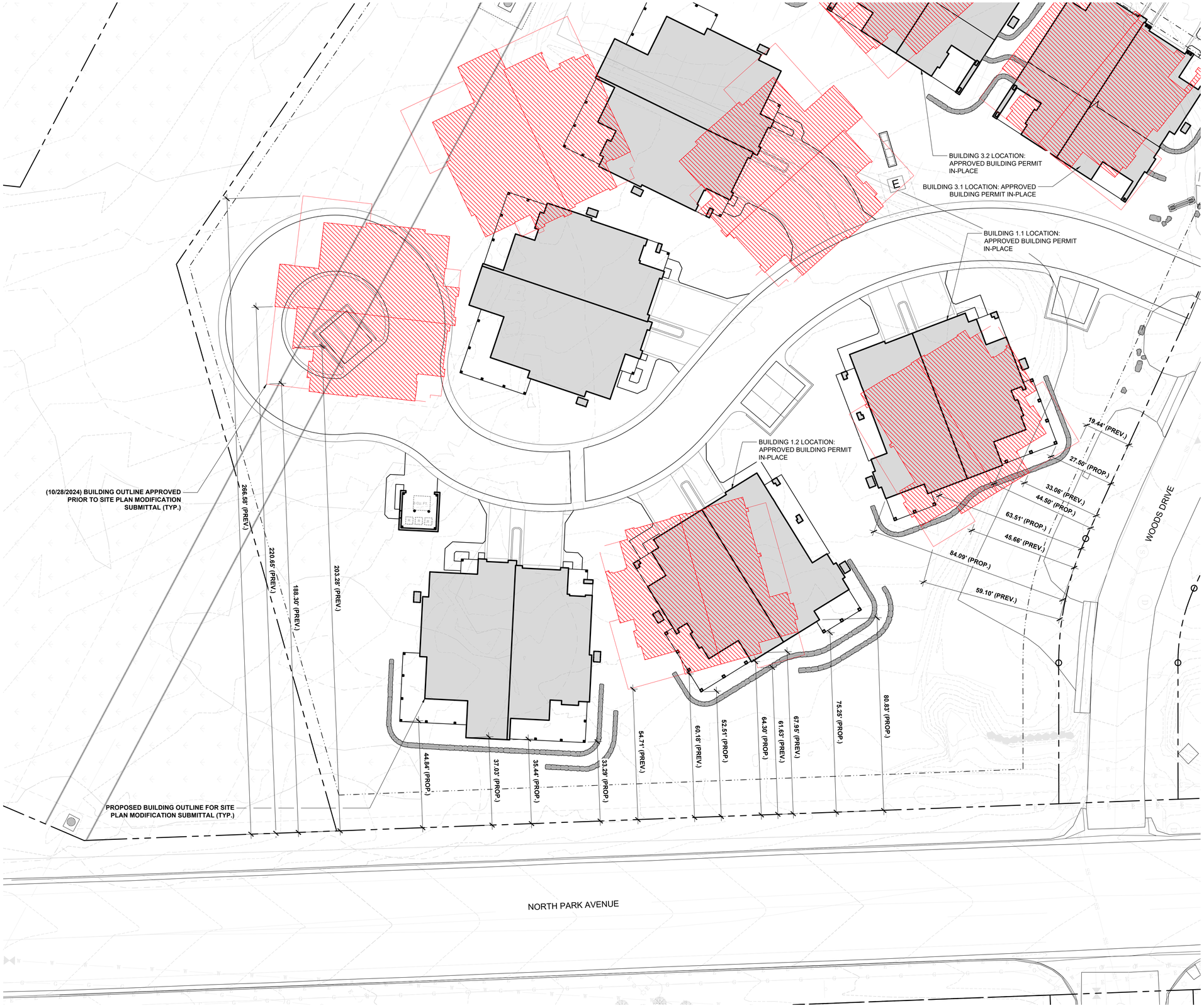
SITE PANORAMIC PHOTOS WITH STRUCTURES

SHEET NUMBER:

A901

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NOTES:
1. DIMENSIONS SHOWN TO BE PERPENDICULAR TO EXISTING RIGHT OF WAY BOUNDARY FOR PARK AVE. AND WOODS DRIVE



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T 303.443.7533

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SOUTH GOLD RUSH/ PARCEL 3 DUPLEXES

355 N. PARK AVE. BRECKENRIDGE, CO

SITE PLAN MODIFICATION

DRAWN BY:	ZE/PM
CHECKED BY:	DTJ
PROJECT NO.:	2024018
ISSUE DATE:	09/23/2024
REVISIONS:	10/28/2024
	05/02/2025
	05/20/2025

SHEET TITLE:

BUILDING SETBACK EXHIBIT

SHEET NUMBER:

EX-2

Drawing: U:\2024\018.30_Gold Rush South\05 CAD\Sheets\01- Development Plan\EX2_Building Setback Exhibit.dwg
Last Saved: May 20, 2025 3:51:54 PM by Zeanhart
Last Plotted: 5/20/2025 3:51:57 PM
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INDEPENDENCE TOWNHOMES (PARCEL 3) SITEPLAN MODIFICATION

SUPPORT EXHIBITS AND IMAGERY

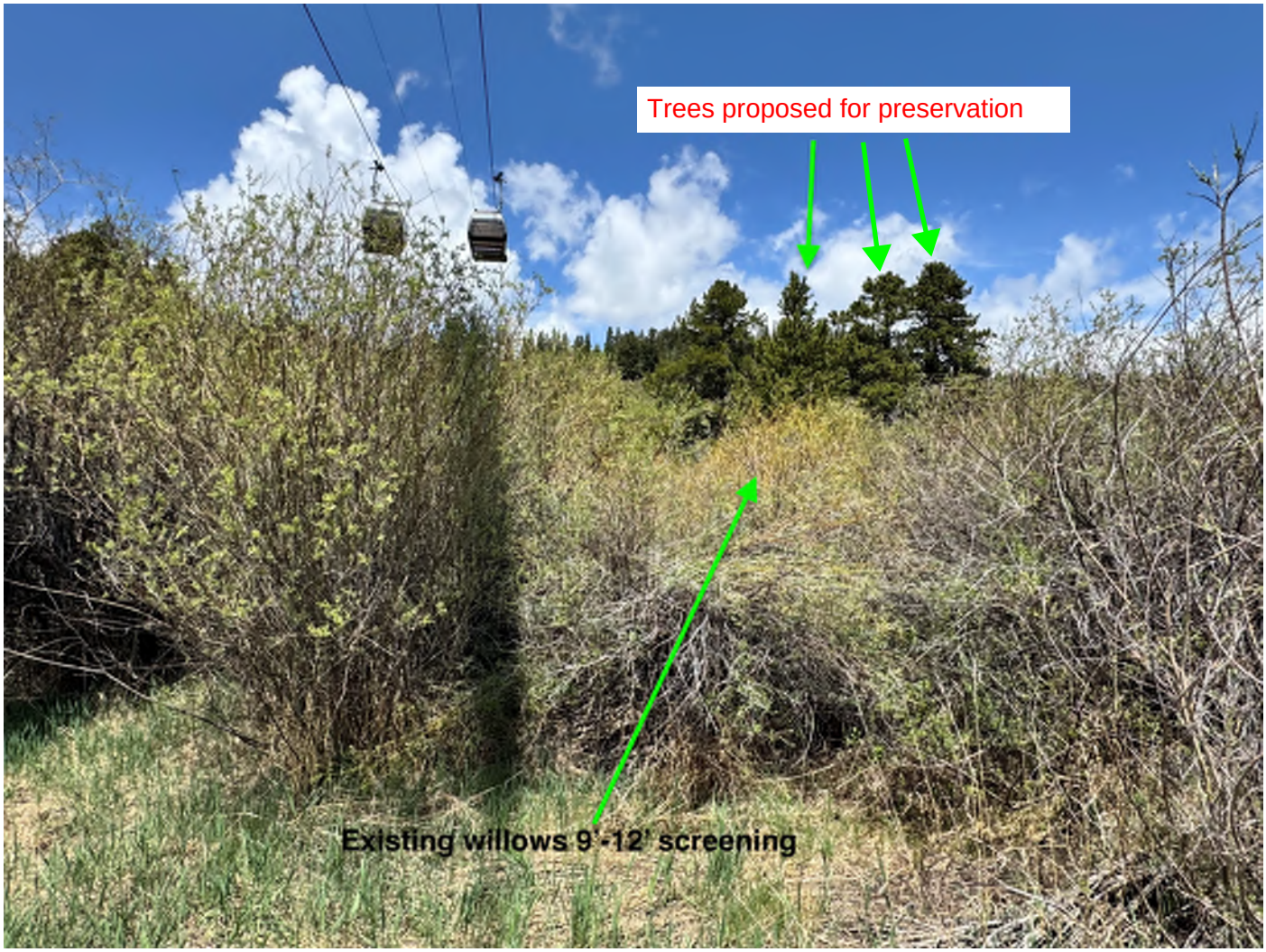
The following exhibits and imagery are provided to help further clarify both the current site conditions and proposed methods for existing tree and vegetation management, primarily in reference to buffering of the project to the Park Avenue frontage.



This is an example from Parcel 2's Park Ave. Frontage for case study. Taller existing Lodge Pole Pine trees do not provide as much buffer and screening value as the younger existing trees, and similarly, proposed Spruce and Fir trees which branch to the ground would provide.



In example for Parcel 3 Park Ave. Street frontage, you can see the sparse, more mature taller Lodgepole Pine trees generally start branching around 8-12' in height. The lower willows and scrub plantings help provide the best screening and buffer from a ground level perspective view.



In example for Parcel 3 Park Ave. Street frontage, you can see the lower level plants nearer to the roadways provide the best buffering of views from Park Ave. Goal of proposed plans, is to replace the larger mature trees with a robust tree and shrub planting plan, to recreate the density of these willows at a lower level. Over time and maturity these multiple levels of planting will fill in and create a dense buffer.



Grading design efforts will be made to preserve as many of these existing spruce and fir trees along the Southwestern area of the project. It should be noted that they are located within the aerial tramway easement and aerial safety envelope. The CTSB may require these trees be removed in the future when they encroach within vertical separation limitations of the operating Gondola for safety.





Tree referenced in Narrative, and previous pages, along Park Ave. frontage that has since died and blown over from wind damage. We have removed it from the existing tree management plans based on this recent on-site verification

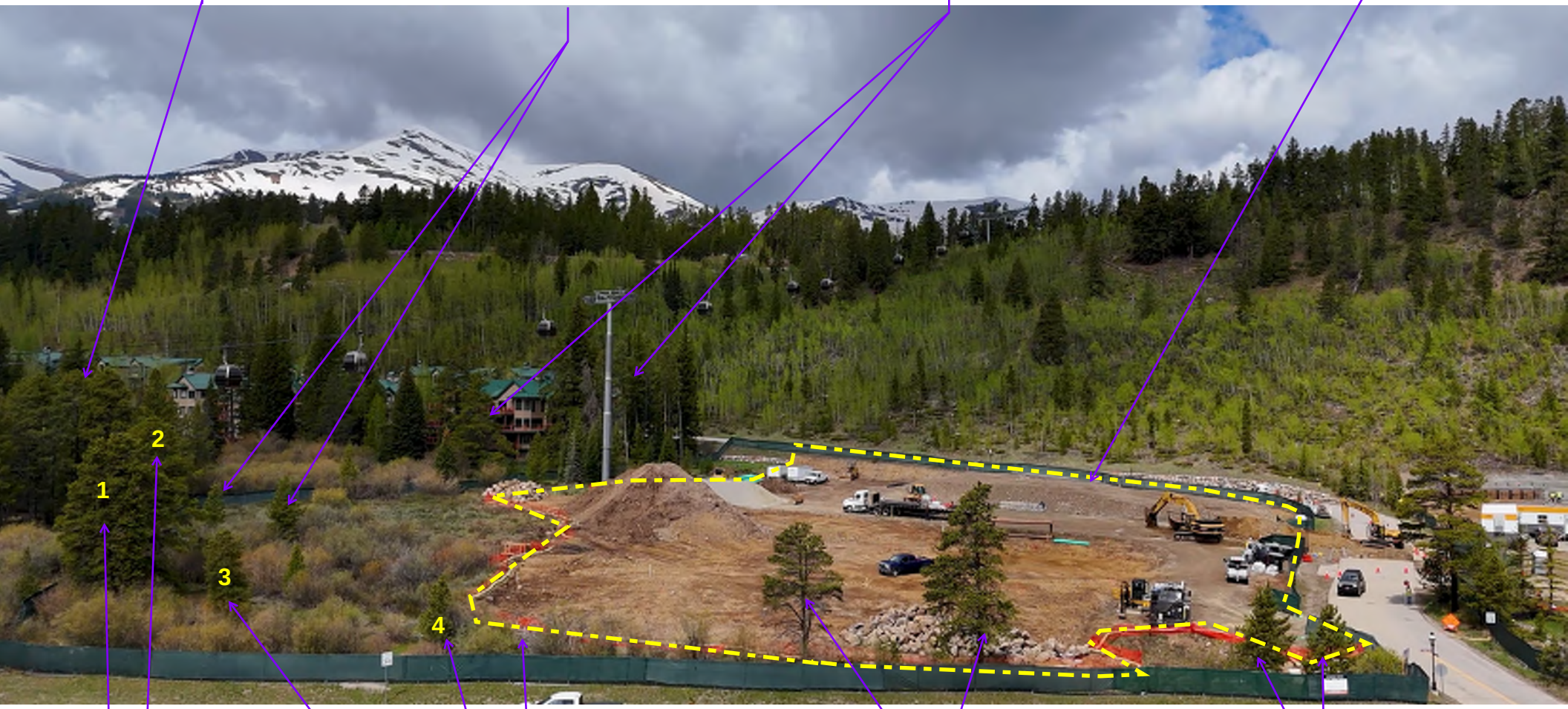
Current Site Conditions - June 3rd, 2025

ALL EXISTING TREES, WILLOWS, AND SCRUB VEGETATION TO BE PRESERVED OUTSIDE LIMIT OF CONSTRUCTION LOCATED IN ADJACENT LOT 2 AREAS. WITH CLOSE PROXIMITY TO LOT 1 THEY WILL PROVIDE GOOD BUFFER TO PROJECT FROM SOUTH TO NORTH VIEWS

SMALLER EXISTING TREES IN THIS LOCATION WILL BE REMOVED DUE TO OVERLAPS WITH PROPOSED PRIVATE DRIVE AND TURN AROUND ALIGNMENT

ALL EXISTING TREES ON LOT 2 AND ADJACENT WOODS NEIGHBORHOOD LOTS WILL BE PRESERVED, AND WILL PROVIDE GOOD BUFFERING TO SW AREA OF PROPERTY

CURRENT APPROVED BUILDING PERMIT LIMIT OF DISTURBANCE FOR PHASE 1 CONSTRUCTION



TREE #3 TO BE REMOVED DUE TO LOCATION OVERLAP WITH BUILDING #2.3 PLACEMENT

TREE #2 TO BE REMOVED DUE TO LOCATION OVERLAP WITH REQUIRED STORM WATER DETENTION POND, AS WELL AS WETLAND RE-WATERING AND BYPASS SWALE CHANNELS AND TRAMWAY AERIAL EASEMENT

TREE CLUSTER #1 (3 TREES) TO BE PRESERVED

TREE PREVIOSULY FLAGGED FOR PRESERVATION DURING DEVELOPMENT AGREEMENT, HAS SINCE DIED AND BLOWN OVER FROM WIND DAMAGE, SEE PREVIOUS PAGE AND IMAGERY

SMALL TREE #4 TO BE REMOVED DUE TO LOCATION OVERLAP WITH BUILDING SITE RETAINING WALLS AND REQUIRED DRIANAGE SWALES NEAR BUILDING #2.3 PLACEMENT

(5) TREES OUTSIDE PHASE 1 LIMIT OF DISTURBANCE TO BE PRESERVED DURING PHASE 1 CONSTRUCTION. TO BE REMOVED LATER FOR FRENCH STREET ROUNDABOUT PROJECT LIMITS DUE TO ROAD REALIGNMENT

Current Site Conditions - June 6th, 2025

View from Southeast looking Northwest across Park Avenue



Current Site Conditions - June 6th, 2025

View from Southeast looking Northwest across Park Avenue



Proposed Design at Build-out

View from Southeast looking Northwest across Park Avenue



COLORADO
Department of Regulatory Agencies
Division of Professions and Occupations

February 12, 2025

Adam Pino, Director of Lift Maintenance
Breckenridge Ski Resort
PO Box 1058
Breckenridge, CO 80424-1058
Sent via email: apino@vailresorts.com

RE: Request for a variance for relief from Rule **Relief from Rule 3.1.1.3.2.1 – Air space Breckconnect Gondola, Building 3.3 (BR-049)**

Adam Pino:

At the February 5, 2025, meeting of the Colorado Passenger Tramway Safety Board (Board), the Board considered the request for a variance for relief from Rule **3.1.1.3.2.1 – Air space requirements** – Lift **Breckconnect Gondola (BR-049)**.

The Board determined that:

1.2.3 (a) The granting of such an exception would be consistent with, and would aid in, implementing the legislative policy set forth in section **12-150-101, C.R.S.**; and

1.2.3 (b) Compliance with applicable rules and regulations from which an exception is sought would create an unreasonable operational or design condition.

Therefore, the Board granted the permanent variance with the following:

Provisions

1. The structure shall have a fire alarm system that complies with the NFPA 72 fire alarm code.
2. The fire alarm system shall sound at the structure and at the lower terminal of the BreckConnect Gondola and shall be audible over all ambient noise at the terminal operating station. The fire alarm system shall be tested annually including the visual and audible annunciation at the lower terminal and the results of the testing shall be documented and available to CPTSB personnel upon request.
3. The structure and the exterior covered patio shall have a fire suppression system which complies with the NFPA 13 Standard for the Installation of Sprinkler systems.
4. Any LP gas installation within and/or adjacent to the airspace shall comply with the NFPA 58 Liquefied Petroleum Gas Code.
5. Any natural gas installation within an/or adjacent to the airspace shall comply with the NFPA 54 National Fuel Gas Code and the Colorado Fuel Gas Code as appropriate.
6. Exterior walls shall have a minimum 1-hour fire rating as defined by the applicable building code. Exterior decks and patios within or adjacent to the air space and all soffits shall be of noncombustible construction.
7. Fire pits, or other open flame are not allowed on any structures or areas within the tramway air space.
8. Flammable or combustible liquids or materials shall not be stored on the deck within the air space.

9. There shall be instructions posted at all stations that address the ropeway operation during a fire or the sounding of the fire alarm at the structure.
10. No materials shall be stored, stacked, or staged within the air space of the gondola during construction. The area beneath the gondola cabins shall be kept clear at all times the gondola is in operation.

Findings of Fact

1. BR-049 is an 8 passenger gondola with four stations: the lower terminal, the Shock Hill angle station, the Peak 7 angle station, and the upper terminal.
2. The maximum distance between any two stations is between the Shock Hill angle station and the Peak 7 angle station. The distance between these stations is approximately 3,545 feet and requires five minutes to evacuate the line while on the prime mover at a normal operating speed of 875 ft/min and 11 minutes on evacuation drive at 400 ft/min.
3.

Duplex Building 3.3 is located approximately 870 feet from the lower terminal. The structure will be 67'-10" wide, 69'-8" deep, and 37'-5.25" high and encompasses 9,310 square feet including garage and outdoor living space. Roughly 531 sf of the structure will be within the air space.

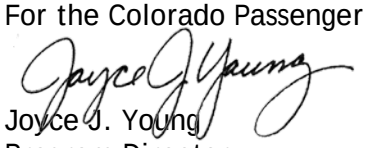
4.

At the closest point, duplex building 3.3 will be 26 feet horizontal from the uphill haul rope, approximately 44 feet below the bottom of the gondola cabins in their normal operating position, and approximately 51 feet diagonally from the closest point on the structure to the closest point on the cabin.

5. Exterior materials include full natural stone veneer at the base of each building, with a mix of natural and composite siding materials in upper sections. Roofs feature a mixture of asphalt shingles and accent standing seam metal roof at lower pitches and massing.
6. The Red White and Blue Fire Station is located approximately 0.3 miles from the project site. The station is staffed with full-time professional firefighters that occupy the station 24 hours per day.
7. The nearest fire hydrant will be located within approximately 50 feet of the structure
8. There will be paved year-round vehicular access to the project site on city-maintained streets.
9. The proposed duplexes will be private residences.
10. The structure will be constructed as Type V-B construction under the 2018 IRC code. All exterior wall assemblies will be constructed with a one-hour fire rating and the demising wall separating the duplex units will have a 2-hour fire rating.
11. During construction, mobile cranes will be utilized but will not encroach upon the tramway airspace during gondola operations. Mobile crane and equipment operations will be in accordance with the construction management plan submitted.
12. The granting of this variance does not constitute a public safety hazard.

Please contact us via email at DORA_TramwayBoard@state.co.us or (303) 894-2270 if you have questions regarding this variance.

Sincerely,
For the Colorado Passenger Tramway Safety Board



Joyce J. Young
Program Director

cc: Brooks Beal, Supervisory Tramway Engineer

COLORADO
Department of Regulatory Agencies
Division of Professions and Occupations

February 12, 2025

Adam Pino, Director of Lift Maintenance
Breckenridge Ski Resort
PO Box 1058
Breckenridge, CO 80424-1058
Sent via email: apino@vailresorts.com

RE: Request for a variance for relief from Rule **Relief from Rule 3.1.1.3.2.1 – Air space Breckconnect Gondola, Bldg 2.2 (BR-049)**

Adam Pino:

At the February 5, 2025, meeting of the Colorado Passenger Tramway Safety Board (Board), the Board considered the request for a variance for relief from Rule **3.1.1.3.2.1 – Air space requirements** – Lift **Breckconnect Gondola (BR-049)**.

The Board determined that:

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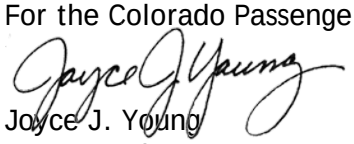
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3. Duplex Building 2.2 is located approximately 870 feet from the lower terminal. The structure will be 78'-10" wide, 74' deep, and 32' high and encompasses 8,201 square feet including garage and outdoor living space. Roughly 210sf of the structure will be within the air space.
4. At the closest point, duplex building 2.2 will be 27 feet horizontal from the uphill haul rope, approximately 44 feet below the bottom of the gondola cabins in their normal operating position, and approximately 54 feet diagonally from the closest point on the structure to the closest point on the cabin.
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12. The granting of this variance does not constitute a public safety hazard.

Please contact us via email at DORA_TramwayBoard@state.co.us or (303) 894-2270 if you have questions regarding this variance.

Sincerely,
For the Colorado Passenger Tramway Safety Board



Joyce J. Young
Program Director

cc: Brooks Beal, Supervisory Tramway Engineer

Alpine Ecological Resources, LLC

Gold Rush Lots Wetland Technical Report Update

Breckenridge, Colorado

Prepared for: Breckenridge Grand Vacations
April 1, 2025





Andy Herb, Founding Principal
www.alpine-eco.com

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Abbreviations and Acronyms

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

1.0 Introduction

This report is an updated version of the original report that was published on October 26, 2023 and is intended to supersede the original.

1.1 Purpose of This Report

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

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

1.2 Project Description

The project involves the construction of residential duplexes, and the supporting roadway and other infrastructure components.

2.0 Site Description

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

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

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

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

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

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

3.0 Methods

3.1 Literature Review

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

3.2 Field Data Collection

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

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

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

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

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

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

3.3 Mapping

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

3.4 Wetland Classification

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

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

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

3.5 Wetland Functional Assessment

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

4.0 Wetlands

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

4.1 Vegetation

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

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

4.2 Hydrology

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

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

4.3 Soils

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

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

4.4 Wetland Functional Condition

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

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

5.0 Other Water Features

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

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

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

6.0 Proposed Impacts

The proposed project would result in the permanent loss of 0.204 acre of wetlands and 0.465 acre of the wetland setback (25-foot buffer around the wetlands) for the construction of the residential development and the widening of North Park Avenue. These losses are up from the 0.100 acre of wetlands and 0.231 acre of setback that were previously approved (**Table 1**). The drawings in **Appendix C** show the current site plan, and the impacted wetlands and setbacks.

Table 1: Impacts to Wetlands and the Wetland Setback

Project Feature	Previously Approved Impacts (acres)		Currently Proposed Impacts (acres)		Difference (acres)	
	Temporary	Permanent	Temporary	Permanent	Temporary	Permanent
Wetland						
Residential Development	0.046	0.067	0.013	0.189	-0.033	+0.122
North Park Avenue	0.000[a]	0.033	0.000	0.015	0.000	-0.018
Total	**0.046**	**0.100**	**0.013**	**0.204**	**-0.033**	**+0.104**
Wetland Setback						
Residential Development	0.114	0.198	0.212	0.428	+0.098	+0.230
North Park Avenue	0.000[a]	0.033	0.067	0.037	+0.067	+0.004
Total	**0.114**	**0.231**	**0.279**	**0.465**	**+0.165**	**+0.234**

[a]Temporary impacts to the wetlands and wetland setback were expected but not calculated for the original report

6.1 Residential Development

The wetlands and setback area permanently lost for the residential development work would be a result of the construction of buildings, roads, and other related infrastructure. The areas affected are those associated with the historically excavated ditch and other nearby wetlands at the north end of the greater wetland area. These are some of the lowest quality wetlands in the study area, mainly because of historic hydrological impairments unrelated to this project (see *Section 4.4 Wetland Functional Condition*).

The temporary impacts to the wetlands and setback area for the residential development are mostly associated with grading and other earthwork for the same infrastructure that is responsible for the permanent losses, but are areas that will not be occupied by structures. These areas will be revegetated after construction. Some of the temporary impacts are related to the installation of the groundwater cutoff trenches and associated shallow swale that is part of the wetland and setback mitigation plan (see *Section 7.2 Other Mitigation*).

6.2 North Park Avenue

The wetlands and setback area impacted for the improvements to North Park Avenue are along the eastern edge of the greater wetland area. As a conservative approach, the wetlands are assumed to be permanently lost since they will be regraded, although depending on the extent of the grading, they may reestablish at the new elevation. Most of the impacted setback area will be revegetated, so it is considered a temporary impact. Like the residential development area, the wetlands impacted for the roadway improvements includes some of

the lower functioning wetlands in the study area and much of the setback is already occupied by the roadway and other infrastructure, reducing the overall area that is currently vegetated and functional as a setback.

7.0 Proposed Mitigation

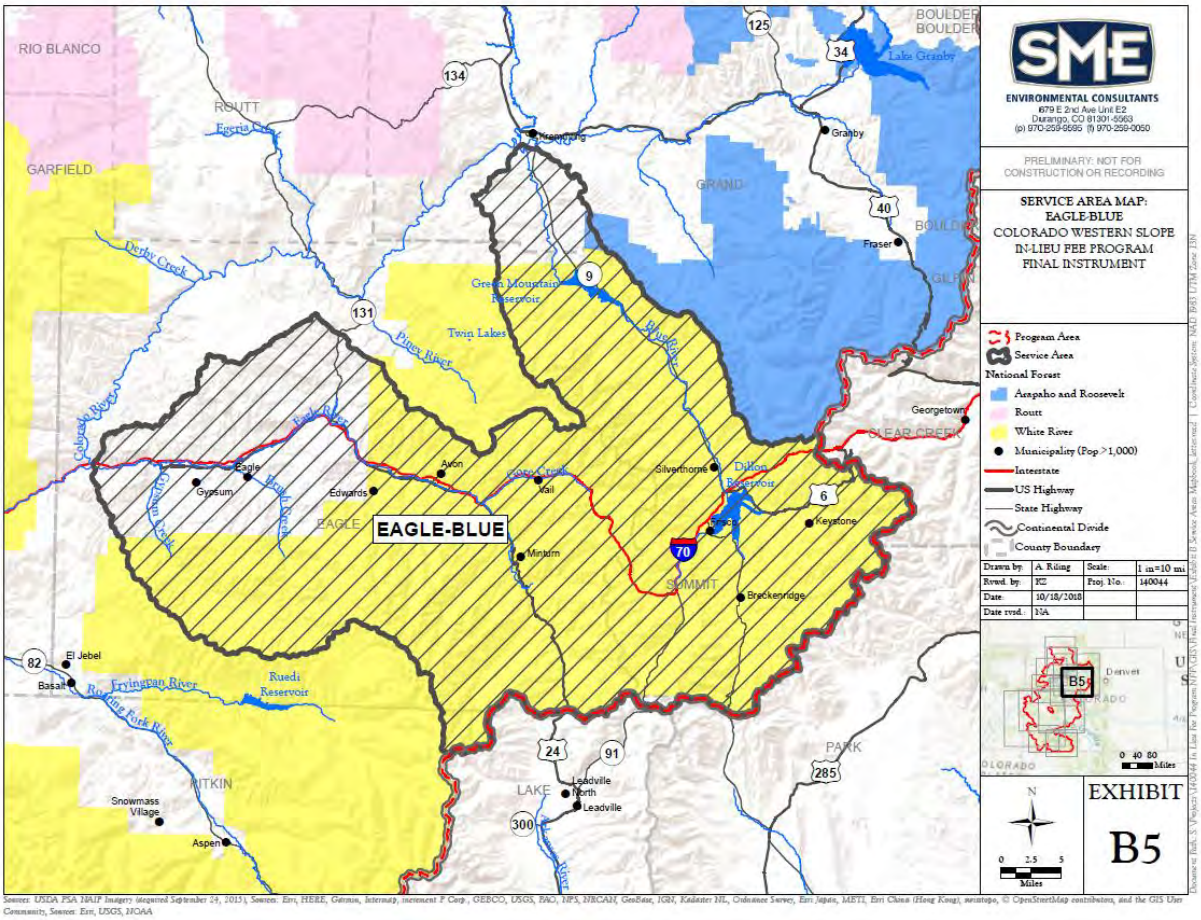
7.1 Wetland Mitigation

As discussed above, the proposed project would result in the permanent loss of 0.204 acre of existing wetlands. All the wetlands in the study area were determined to be non-jurisdictional under the Clean Water Act on August 31, 2021 by the USACE. Regardless, the project proponent has worked diligently to avoid and minimize impacts to wetlands to the maximum extent practicable by redesigning the project multiple times to keep the project footprint as small as possible and orienting the proposed improvements to maximize the use of upland areas. Since wetlands encompass a large portion of the property (5.7 of the 16.1 acres), there is no feasible alternative to disturbing some wetlands and still meet the project purpose of providing residential housing within the density set forth by the Town of Breckenridge (Town) approved masterplan, while meeting local fire code access requirements to the residential units and simultaneously preserving mature existing trees and other vegetation on site as required for Town approval.

The wetlands lost have been compensated for by purchasing 0.408 credits from the Colorado Western Slope In-Lieu Fee (ILF) Program, which is sponsored by the National Forest Foundation (NFF) and approved for use in Summit County by the USACE. A total of 0.200 credits were purchased on March 6, 2023 to compensate for the 0.100 acre of wetlands that would have been lost with the original project design (AlpineEco 2023). An additional 0.208 credits were purchased on January 2, 2025 to compensate for the additional 0.104 acre of wetlands that would be lost with the updated design presented in this report (2:1 ratio).

The ILF was formally approved in 2020 and began releasing credits for projects seeking compensatory wetland mitigation credits in Summit County in 2022. Additional information about the program can be found on the USACE Regulatory In-Lieu Fee and Bank Tracking Information System website: https://ribits.ops.usace.army.mil/ords/f?p=107:378:::NO::P378_PROGRAM_ID:2808.

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



7.2 Other Mitigation

The project also includes other mitigation to compensate for the impacts to the wetland setback; and to avoid inadvertent hydrological impairment to the remaining wetlands and setback, while helping to restore historically impaired hydrologic conditions of those same areas.

The compensation for the impacts to the wetland setback include:

- The surplus of 0.192 credits that were purchased from the Colorado Western Slope ILF Program (see details of ILF in *Section 7.1 Wetland Mitigation*)
- Revegetation of setback areas temporarily impacted and other areas within the development using a seed mix that contains species native to the mountains of Colorado and known to occur in the Blue River Watershed.

Other on-site mitigation related to hydrological modifications includes the installation of three groundwater cutoff trenches along the edge of the remaining wetlands and the placement of trench dams with the pipe that carries water out of the development under North Park Avenue. The location of these features is shown on **Sheets C-105 and C-150**, with details on **Sheets C-501 and C-502 in Appendix C.**

The groundwater cutoff trenches are designed to avoid the inadvertent draining of shallow groundwater from the adjacent wetland area as a result of the excavation associated with the project, which has a finished grade several feet lower than the wetland. They consist of narrow excavations approximately 2 feet wide and 4 feet deep that contain a 30-mil polyvinyl chloride (PVC) curtain. Once the trench is excavated, the PVC is hung vertically along one side and then the trench is backfilled with the excavated material (native soil). After backfilling, the ground surface will be slightly reconfigured into a shallow swale (approximately 1 foot deep) that runs parallel to the trench and connects to the down-gradient wetlands and associated setbacks. There is one swale for each trench (see **Sheets C-105 and C-150in Appendix C**).

The PVC curtain is intended to keep shallow groundwater in the existing wetland (and associated setback), and the swales are intended to capture any surface flows and redirect them back into the wetland and setback to the east (instead of into the new development). The installation of the cutoff trenches and swales will support the restoration of more characteristic hydrology in the northern portions of the greater wetland and associated setback, which are currently hydrologically impaired by the historically excavated ditch and other past land uses upgradient of the study area (see *Section 4.2 Hydrology* and *Section 4.4 Wetland Functional Condition*).

The trench dams consist of two anti-seep collars that will be installed with the pipe that carries water out of the development (under North Park Avenue). This pipe will be installed several feet below the elevation of the adjacent wetland and associated setback, and the trench dams are intended to avoid the inadvertent draining of shallow groundwater along the newly installed pipe.

8.0 Literature Cited

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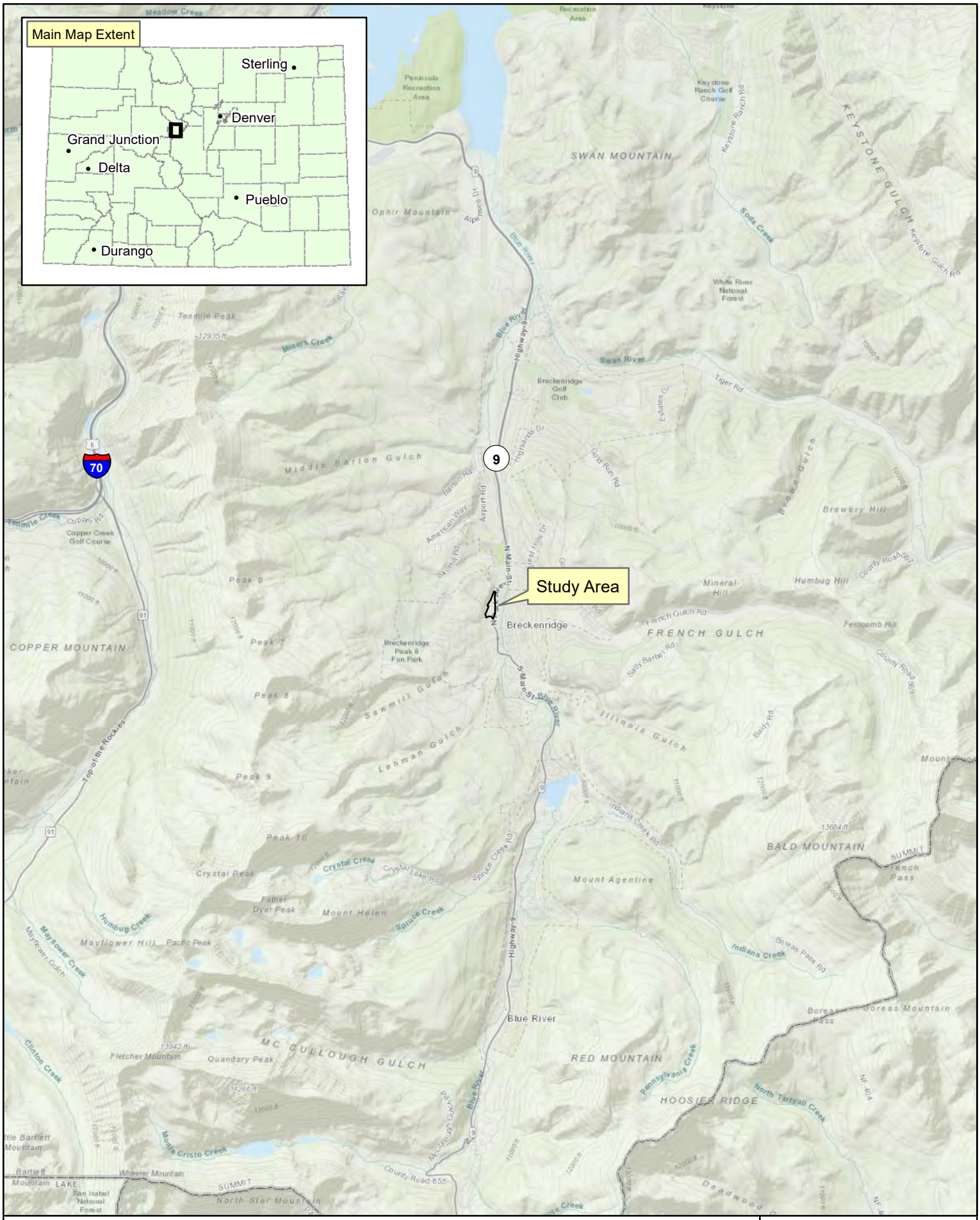
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Main Map Extent
Sterling
Denver
Grand Junction
Delta
Pueblo
Durango
Study Area
Breckenridge
Blue River
Highway 9
70
9
SWAN MOUNTAIN
KEYSTONE GULCH
FRENCH GULCH
COPPER MOUNTAIN
BALD MOUNTAIN
RED MOUNTAIN
HOOSIER RIDGE
MC GULLOUGH GULCH
Middle Barton Gulch
Lehman Gulch
Sawmill Gulch
Illinois Gulch
Tenmile Peak
Ophir Mountain
Mount Helen
Mount Argentine
Crystal Peak
Fletcher Mountain
Quandary Peak
Boreas Mountain
Peak 6
Peak 7
Peak 8
Peak 9
Peak 10
Mineral Hill
Humbug Hill
Brewery Hill
Fencomb Hill
Mayflower Hill
Pacific Peak
Father Dyer Peak
Wheeler Mountain
North Star Mountain
Swan River
Soda Creek
Miners Creek
Spruce Creek
Indiana Creek
Pennsylvania Creek
North Tarryall Creek
Monte Cristo Creek
Clinton Creek
Mayflower Creek
Humbug Creek
Crystal Creek
Tenmile Creek
Meadow Creek
Peninsula Recreation Area
Keystone Ranch Golf Course
Breckenridge Golf Club
Copper Creek Golf Course
Breckenridge Peak 8 Fun Park
White River National Forest
San Isabel National Forest
Top of the Rockies
Boreas Pass
Fremont Pass
Tiger Rd
Swan River
Spruce Creek Rd
Indiana Creek Rd
Boreas Pass Rd
County Road 855
N Main St
S Main St
Airport Rd
Barton Rd
French Gulch Rd
Sally Barber Rd
Ski Hill Rd
Highlands Dr
Gold Run Rd
Broad Gulch
Keystone Gulch Rd
Keystone Ranch Rd
Alpine Dr
Estates Dr
American Way
Chipper Rd
Crystal Lake Rd
Baldy Rd
Lesel Hills Dr
Peninsula Recreation Area
Keystone
13935 ft
13942 ft
14265 ft
13684 ft
12000 ft
11000 ft
10000 ft
AlpineEco
N
0 0.5 1 2 3
Miles
07/19/2021
Gold Rush Parking Lot
Figure 1
Site Location Map



AlpineEco

N

0 100 200 400 Feet

08/13/2020

Gold Rush Parking Lot

Figure 2
Wetlands and Other Water Features

Appendix A
Wetland Determination Data Forms

U.S. Army Corps of Engineers

WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region

See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Gold Rush Lots | City/County: Breckenridge/Summit | Sampling Date: 8/17/16

Applicant/Owner: Breckenridge Grand Vacations | State: CO | Sampling Point: SP1

Investigator(s): Andy Herb | Section, Township, Range: S31, T7S, R77W

Landform (hillside, terrace, etc.): Slope | Local relief (concave, convex, none): concave | Slope (%): 1 to 2

Subregion (LRR): LRR E, MLRA 48A | Lat: 39.485950 | Long: -106.048847 | Datum: WGS84

Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes | NWI classification: PSS

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

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

Hydrophytic Vegetation Present? Yes X No ____

Hydric Soil Present? Yes X No ____

Wetland Hydrology Present? Yes X No ____

Is the Sampled Area within a Wetland? **Yes** X **No** ____

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

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30-ft radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15-ft radius)			
1. *Salix drummondiana*	10	Yes	FACW
2. *Salix monticola*	10	Yes	OBL
3.			
4.			
5.			
	20	=Total Cover	
Herb Stratum (Plot size: 1x3 meter)			
1. *Mertensia ciliata*	20	Yes	FACW
2. *Agrostis gigantea*	15	Yes	FAC
3. *Poa pratensis*	15	Yes	FAC
4. *Elymus trachycaulus*	15	Yes	FAC
5. *Taraxacum officinale*	5	No	FACU
6.			
7.			
8.			
9.			
10.			
11.			
	70	=Total Cover	
Woody Vine Stratum (Plot size: 1x3 meter)			
1.			
2.			
	=Total Cover		

% Bare Ground in Herb Stratum 25

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	30	x 2 =	60
FAC species	45	x 3 =	135
FACU species	5	x 4 =	20
UPL species	0	x 5 =	0
Column Totals:	90 (A)		225 (B)

Prevalence Index = B/A = 2.50

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

____ 5 - Wetland Non-Vascular Plants[1]

____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No** ____

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

SOIL

Sampling Point: SP1

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

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-2	10YR 2/2	100					Loamy/Clayey	silty clay loam
2-6	10YR 4/2	85	10YR 4/6	15	C	M	Loamy/Clayey	sandy loam
6-16	10YR 4/4	100					Sandy	sand and gravel

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

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ 1 cm Muck (A9) **(LRR D, G)**
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) **(LRR G)**
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) **(except MLRA 1)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR A, E)**
- ___ Iron-Manganese Masses (F12) **(LRR D)**
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

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

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9) (**except MLRA 1, 2, 4A, and 4B**)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1) (**LRR A**)
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water-Stained Leaves (B9) (**MLRA 1, 2 4A, and 4B**)
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X FAC-Neutral Test (D5)
- ___ Raised Ant Mounds (D6) (**LRR A**)
- ___ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

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

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

U.S. Army Corps of Engineers

WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region

See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Gold Rush Lots | City/County: Breckenridge/Summit | Sampling Date: 8/17/16

Applicant/Owner: Breckenridge Grand Vacations | State: CO | Sampling Point: SP2

Investigator(s): Andy Herb | Section, Township, Range: S31, T7S, R77W

Landform (hillside, terrace, etc.): Slope | Local relief (concave, convex, none): concave | Slope (%): 1 to 2

Subregion (LRR): LRR E, MLRA 48A | Lat: 39.486027 | Long: -106.049056 | Datum: WGS84

Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes | NWI classification: PSS

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

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

Hydrophytic Vegetation Present? Yes X No ____

Hydric Soil Present? Yes ____ No X

Wetland Hydrology Present? Yes ____ No X

Is the Sampled Area within a Wetland? **Yes** ____ **No** X

Remarks:
Open shrubby area dominated by mesic vegetation; meets vegetation criterion but no evidence of hydrology or hydric soils

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30-ft radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15-ft radius)			
1. *Dasiphora fruticosa*	10	Yes	FAC
2. *Salix drummondiana*	5	Yes	FACW
3. *Lonicera involucrata*	5	Yes	FAC
4.			
5.			
	20 =Total Cover		
Herb Stratum (Plot size: 1x3 meter)			
1. *Agrostis scabra*	25	Yes	FAC
2. *Achillea millefolium*	20	Yes	FACU
3. *Cirsium scariosum*	10	No	FAC
4. *Carex praegracilis*	10	No	FACW
5. *Taraxacum officinale*	5	No	FACU
6. *Penstemon procerus*	20	Yes	FAC
7. *Potentilla gracilis*	5	No	FAC
8. *Taraxacum officinale*	2	No	FACU
9.			
10.			
11.			
	97 =Total Cover		
Woody Vine Stratum (Plot size: 1x3 meter)			
1.			
2.			
	=Total Cover		

% Bare Ground in Herb Stratum 0

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 83.3% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	15	x 2 =	30
FAC species	75	x 3 =	225
FACU species	27	x 4 =	108
UPL species	0	x 5 =	0
Column Totals:	117 (A)		363 (B)
Prevalence Index = B/A =			3.10

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

____ 3 - Prevalence Index is ≤3.0[1]

____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

____ 5 - Wetland Non-Vascular Plants[1]

____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No** ____

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

SOIL

Sampling Point: SP2

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

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-3	10YR 2/2	100					Loamy/Clayey	sandy loam; lots of roots
3-16	10YR 4/4	100					Sandy	sand with gravel

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

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ 1 cm Muck (A9) **(LRR D, G)**
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) **(LRR G)**
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) **(except MLRA 1)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR A, E)**
- ___ Iron-Manganese Masses (F12) **(LRR D)**
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

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

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9) (**except MLRA 1, 2, 4A, and 4B**)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1) (**LRR A**)
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water-Stained Leaves (B9) (**MLRA 1, 2 4A, and 4B**)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)
- ___ Raised Ant Mounds (D6) (**LRR A**)
- ___ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

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

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

U.S. Army Corps of Engineers

WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region

See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Gold Rush Lots | City/County: Breckenridge/Summit | Sampling Date: 8/17/16

Applicant/Owner: Breckenridge Grand Vacations | State: CO | Sampling Point: SP3

Investigator(s): Andy Herb | Section, Township, Range: S31, T7S, R77W

Landform (hillside, terrace, etc.): Slope | Local relief (concave, convex, none): concave | Slope (%): 1 to 2

Subregion (LRR): LRR E, MLRA 48A | Lat: 39.486486 | Long: -106.048944 | Datum: WGS84

Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes | NWI classification: PSS

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

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

Hydrophytic Vegetation Present? Yes X No ____

Hydric Soil Present? Yes ____ No X

Wetland Hydrology Present? Yes ____ No X

Is the Sampled Area within a Wetland? **Yes** ____ **No** X

Remarks:
Swale down-gradient of main wetland area; small pocket of hydrophytes where water must be present during snowmelt/runoff; meets hydrophytic vegetation criterion but no evidence of hydric soils or wetland hydrology.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30-ft radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15-ft radius)			
1. *Salix drummondiana*	10	Yes	FACW
2.			
3.			
4.			
5.			
	10 =Total Cover		
Herb Stratum (Plot size: 1x3 meter)			
1. *Calamagrostis canadensis*	40	Yes	FACW
2. *Mertensia ciliata*	30	Yes	FACW
3. *Achillea millefolium*	10	No	FACU
4. *Potentilla gracilis*	5	No	FAC
5. *Chamerion angustifolia*	5	No	UPL
6. *Cirsium arvense*	5	No	FAC
7.			
8.			
9.			
10.			
11.			
	95 =Total Cover		
Woody Vine Stratum (Plot size: 1x3 meter)			
1.			
2.			
	=Total Cover		

% Bare Ground in Herb Stratum 5

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	80	x 2 =	160
FAC species	10	x 3 =	30
FACU species	10	x 4 =	40
UPL species	5	x 5 =	25
Column Totals:	105 (A)		255 (B)
Prevalence Index = B/A =			2.43

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

____ 3 - Prevalence Index is ≤3.0[1]

____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

____ 5 - Wetland Non-Vascular Plants[1]

____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No** ____

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

SOIL

Sampling Point: SP3

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

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 2/2	100					Loamy/Clayey	silty clay loam
6-7	10YR 4/2	90	10YR 4/6	10	C	M	Loamy/Clayey	silty clay loam
7-16	10YR 4/4	100	10YR 4/4				Sandy	sand with gravel

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

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ 1 cm Muck (A9) **(LRR D, G)**
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) **(LRR G)**
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) **(except MLRA 1)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR A, E)**
- ___ Iron-Manganese Masses (F12) **(LRR D)**
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

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

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9) (**except MLRA 1, 2, 4A, and 4B**)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1) (**LRR A**)
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water-Stained Leaves (B9) (**MLRA 1, 2 4A, and 4B**)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X FAC-Neutral Test (D5)
- ___ Raised Ant Mounds (D6) (**LRR A**)
- ___ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

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

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

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

Project/Site: Gold Rush Lots | City/County: Breckenridge/Summit | Sampling Date: 7/22/20

Applicant/Owner: Breckenridge Grand Vacations | State: CO | Sampling Point: SP4

Investigator(s): Andy Herb | Section, Township, Range: S31, T7S, R77W

Landform (hillslope, terrace, etc.): Slope | Local relief (concave, convex, none): None | Slope (%): 1 to 2

Subregion (LRR): Southern Rocky Mountain Forest and Range Lanc | Lat.: 39.485524 | -106 | Datum: WGS84

Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes | NWI Classification: PSS

Are climatic/hydrologic conditions of the site typical for this time of the year Y (If no, explain in remarks)

Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal circumstances" present? Y

Are vegetation ____, soil ____, or hydrology ____ naturally problematic? (If needed, explain any answers in remarks)

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

Hydrophytic vegetation present?	Y		
Hydric soil present?	N	**Is the sampled area within a wetland?**	N
Indicators of wetland hydrology present	N	If yes, optional wetland site ID:	

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

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

VEGETATION - Use scientific names of plants

Tree Stratum (Plot Size (30' radius))	Absolute % Cover	Dominant Species	Indicator Status
1 *Populus tremuloides*	20	Y	FACU
2			
3			
4			
	20 =	Total Cover	

Sapling/Shrub Stratum (Plot Size (15' radius))	Absolute % Cover	Dominant Species	Indicator Status
1 *Salix geyeriana*	15	Y	FACW
2 *Dasiphora fruticosa*	10	Y	FAC
3 *Salix monticola*	5	N	OBL
4			
5			
	30 =	Total Cover	

Herb Stratum (Plot Size (5' radius))	Absolute % Cover	Dominant Species	Indicator Status
1 *Fragaria virginiana*	25	Y	FACU
2 *Achillea millefolium*	20	Y	FACU
3 *Phleum pratense*	10	Y	FAC
4 *Poa pratensis*	10	Y	FAC
5 *Bromus ciliatus*	10	Y	FAC
6 *Lupinus*	10	Y	
7 *Festuca*	5	N	
8 *Carex praegracilis*	5	N	FACW
9 *Gallium boreale*	2	N	FACU
10			
11			
	97 =	Total Cover	

Woody Vine Stratum (Plot Size (N/A))	Absolute % Cover	Dominant Species	Indicator Status
1 *N/A*			
2			
	0 =	Total Cover	

% Bare Ground in Herb Stratum: 3

50/20 Thresholds	20%	50%
Tree Stratum	4	10
Sapling/Shrub Stratum	6	15
Herb Stratum	19	49
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across all Strata: 9 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 55.56% (A/B)

Prevalence Index Worksheet

Total % Cover of: ☐

OBL species	5	x 1 =	5
FACW species	20	x 2 =	40
FAC species	40	x 3 =	120
FACU species	67	x 4 =	268
UPL species	0	x 5 =	0
Column totals	132 (A)		433 (B)

Prevalence Index = B/A = 3.28

Hydrophytic Vegetation Indicators:

- ___ Rapid test for hydrophytic vegetation
- X Dominance test is >50%
- ___ Prevalence index is ≤3.0*
- ___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
- ___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? Y

Remarks:

Edge of open meadow area; possibly relic wetland area

Project Site: Gold Rush Lots

SOIL **Sampling Point:** SP4

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

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-16	10YR3/3	100	N/A				Sandy loam	some small gravel throughou

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

Hydric Soil Indicators:

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

Indicators for Problematic Hydric Soils:

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

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

Restrictive Layer (if observed):
Type: _____
Depth (inches):

Hydric soil present? Y

Remarks: Recent gopher activity, soil dry

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ (B8)
- ___ Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1)(LRRA)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)
- ___ Raised Ant Mounts (D6)(LRR A)
- ___ Frost-Heave Hummocks (D7)

Field Observations:

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

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

None

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

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

Project/Site: Gold Rush Lots | City/County: Breckenridge/Summit | Sampling Date: 7/22/20

Applicant/Owner: Breckenridge Grand Vacations | State: CO | Sampling Point: SP5

Investigator(s): Andy Herb | Section, Township, Range: S31, T7S, R77W

Landform (hillslope, terrace, etc.): Slope | Local relief (concave, convex, none): None | Slope (%): 1 to 2

Subregion (LRR): Southern Rocky Mountain Forest and Range Lanc | Lat.: 39.485559 | -106 | Datum: WGS84

Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes | NWI Classification: PSS

Are climatic/hydrologic conditions of the site typical for this time of the year Y (If no, explain in remarks)

Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal circumstances" present? Y

Are vegetation ____, soil ____, or hydrology ____ naturally problematic? (If needed, explain any answers in remarks)

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

Hydrophytic vegetation present?	Y		
Hydric soil present?	Y	**Is the sampled area within a wetland?**	Y
Indicators of wetland hydrology present	Y	If yes, optional wetland site ID:	

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

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

VEGETATION - Use scientific names of plants

Tree Stratum (Plot Size (30' radius))	Absolute % Cover	Dominant Species	Indicator Status
1			
2			
3			
4			
	0 = Total Cover		

Sapling/Shrub Stratum (Plot Size (15' radius))	Absolute % Cover	Dominant Species	Indicator Status
1 *Salix geyeriana*	40	Y	FACW
2			
3			
4			
5			
	30 = Total Cover		

Herb Stratum (Plot Size (5' radius))	Absolute % Cover	Dominant Species	Indicator Status
1 *Carex aquatilis*	65	Y	OBL
2 *Geum macrophyllum*	15	N	FAC
3 *Equisetum arvense*	10	N	FAC
4 *Poa palustris*	5	N	FAC
5 *Phleum pratense*	2	N	FAC
6			
7			
8			
9			
10			
11			
	97 = Total Cover		

Woody Vine Stratum (Plot Size (N/A))	Absolute % Cover	Dominant Species	Indicator Status
1 *N/A*			
2			
	0 = Total Cover		

% Bare Ground in Herb Stratum: 3

50/20 Thresholds	20%	50%
Tree Stratum	0	0
Sapling/Shrub Stratum	6	15
Herb Stratum	19	49
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across all Strata: 2 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 100.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	65	x 1 =	65
FACW species	40	x 2 =	80
FAC species	32	x 3 =	96
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column totals	137 (A)		241 (B)

Prevalence Index = B/A = 1.76

Hydrophytic Vegetation Indicators:

- ___ Rapid test for hydrophytic vegetation
- X Dominance test is >50%
- X Prevalence index is ≤3.0*
- ___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
- ___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? Y

Remarks:

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

Project Site: Gold Rush Lots

SOIL **Sampling Point:** SP5

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

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

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

Hydric Soil Indicators:

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

Indicators for Problematic Hydric Soils:

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

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

Restrictive Layer (if observed):
Type: _____
Depth (inches):

Hydric soil present? Y

Remarks: All layers saturated

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ (B8)
- ___ Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1)(LRRA)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X FAC-Neutral Test (D5)
- ___ Raised Ant Mounts (D6)(LRR A)
- ___ Frost-Heave Hummocks (D7)

Field Observations:

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

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Main source of hydrology is high groundwater, especially during snowmelt

Appendix B
Site Photographs



Photo 1 – Typical PSS wetland (July 22, 2020)



Photo 2 – Typical wetland boundary, notice dead and dying willows (July 22, 2020)



Photo 3 — Dead and dying willow along the wetland boundary (July 22, 2020)



Photo 4 — Tributary 1, looking north where it enters the site (July 13, 2020)



Photo 5 – Tributary 2, looking northeast where it enters the site (July 19, 2021)



Photo 6 – Tributary 3, looking southwest where it enters the site from a small pond, which is off the property (July 13, 2020)



Photo 7 – Looking north at the vegetated (non-wetland) entrance to the culvert under Woods Drive (July 19, 2021)



Photo 8 — Looking south at the culvert (black plastic) outlet under Woods Drive, with wooden outlet box to the stormwater system (July 19, 2021)



Photo 9 – Close up view of the outlet box showing no signs of flow, looking south (July 20, 2021)

Appendix C
Site Plan and Wetland Disturbance

TRACT P
SHOCK HILL COMMON
AREA/OPEN SPACE

GONDOLA LOTS
FILING NO. 1

CUTOFF TRENCH

BLDG 3.3
L1 FFE: 9750.25

BLDG 3.2
L1 FFE: 9565.45
B1 FFE: 9555.01

BLDG 3.1
L1 FFE: 9560.45
B1 FFE: 9550.01

0.174 ACRES
PERMANENT
WETLAND
DISTURBANCE

BLDG 2.1
L1 FFE: 9555.00

BLDG 2.2
L1 FFE: 9555.00

18" CULVERT
INV IN 9549.00
INV OUT 9547.50

WOODS DRIVE
50' ROW

FUTURE NORTH GOLD RUSH
SITE IMPROVEMENTS
NOT PART OF THIS PROJECT

LOT 1B
BLOCK 4
PARKWAY CENTER

CUTOFF TRENCH

LOT 2

BLDG 1.1
L1 FFE: 9552.50

BLDG 1.2
L1 FFE: 9553.50

BLDG 2.3
L1 FFE: 9553.50

DETENTION POND G

LOT 1

OUTLET STRUCTURE

0.015 ACRES PERMANENT
WETLAND DISTURBANCE

18" HDPE

(2)TRENCH DAMS

TYPE C INLET
RIM 9547.00

CO SH NO.9/ NORTH PARK AVENUE
80' ROW

FUTURE N. FRENCH STREET
ROUNDABOUT IMPROVEMENTS
NOT PART OF THIS PROJECT

0 15' 30' 60'
1" = 30'

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TETRA TECH

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T 970.453.6394

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SOUTH GOLD RUSH / PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO

FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY:	ACR
CHECKED BY:	CDD
PROJECT NO.:	200-325517-21001
ISSUE DATE:	07/30/2024
REVISIONS:	03/06/2025

SHEET TITLE:
GRADING AND
DRAINAGE PLAN

SHEET NUMBER:
C-105

Drawing: C:\Projects\Breckenridge\325517\200-325517-21001\CAD\SheetFiles\GOLD RUSH SOUTH\Phase II\C-107 GRADING AND DRAINAGE PLAN - SOUTH GOLD RUSH PHASE 2.dwg
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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

WETLAND DISTURBANCES DIAGRAM LEGEND

WETLAND DISTURBANCE TABULATIONS

	CATEGORY	CURRENT PROPOSED AREA (acres)	PREVIOUSLY APPROVED AREA (acres)
	PERMANENT - WETLAND DISTURBANCE ZONES	0.189	0.067
	PERMANENT - 25' WETLAND BUFFER DISTURBANCE ZONES	0.428	0.198
	PERMANENT - WETLAND DISTURBANCE ZONES AS PART OF PARK AVE. ROADWAY IMPROVEMENTS	0.015	0.033
	TEMPORARY - WETLAND DISTURBANCE ZONES	0.013	0.046
	TEMPORARY - 25' WETLAND BUFFER DISTURBANCE ZONES	0.212	0.114
	PERMANENT - WETLAND BUFFER DISTURBANCE ZONES AS PART OF PARK AVE. ROADWAY IMPROVEMENTS	0.037	0.033
	TEMPORARY WETLAND BUFFER DISTURBANCE ZONES AS PART OF PARK AVE. ROADWAY IMPROVEMENTS	0.067	0.000

NOTE:

1. AREAS CALCULATED ARE BASED ON EXISTING PLATTED LOT BOUNDARIES.
2. TEMPORARY WETLAND & 25' WETLAND BUFFER DISTURBANCE AREAS, ARE ZONES AFFECTED BY ADJACENT GRADING TIE-IN AND PRESCRIBED SWALES TO REINTRODUCE WATER TO WETLAND ZONES, PER RECOMMENDATIONS BY ALPINE ECOLOGICAL RESOURCES.
3. ALL AREAS SHOWN FOR WETLAND & 25' WETLAND BUFFER DISTURBANCE PER THE PARK AVE./FRENCH STREET ROUNDABOUT PROJECT, WERE PREVIOUSLY REPRESENTED IN THE WETLAND TECHNICAL REPORT. AREAS AND TABULATIONS REPRESENTED IN THIS EXHIBIT REFLECT CURRENT DESIGN CHANGES, REMOVAL OF OVERLAPS BETWEEN PROJECT LIMITS, AND OTHER AREA CALCULATIONS ADDED FOR CLARITY.

dtj DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

DTJ DESIGN, Inc.
3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533

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SOUTH GOLD RUSH/ PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1

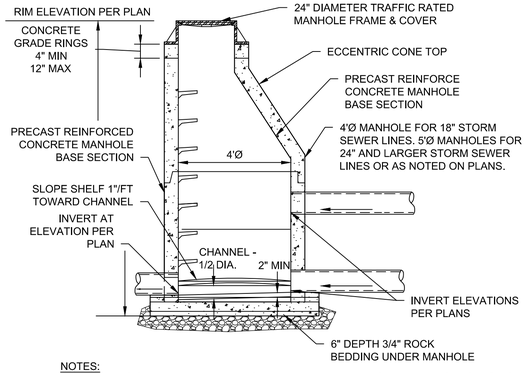
355 N. PARK AVE. BRECKENRIDGE, CO

DRAWN BY: ZE/PM
CHECKED BY: DTJ
PROJECT NO.: 2024018
ISSUE DATE: 03/17/2025
REVISIONS:

SHEET TITLE: WETLAND DISTURBANCE DIAGRAM

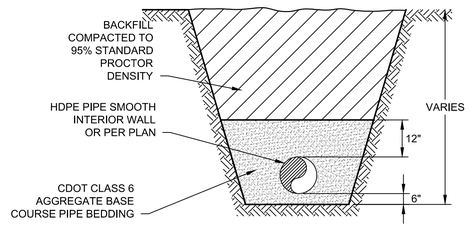
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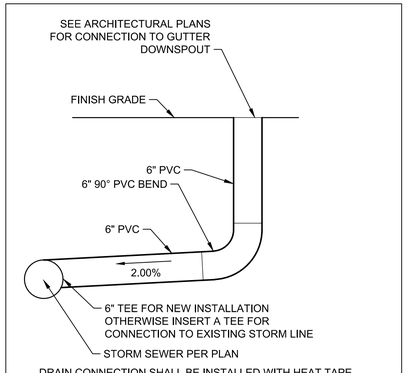


NOTES:
1. ALL STEPS SHALL BE A MINIMUM OF 12" AND A MAXIMUM OF 16" VERTICAL SPACING.

1 STORM SEWER PRECAST MANHOLE
SCALE: N.T.S.

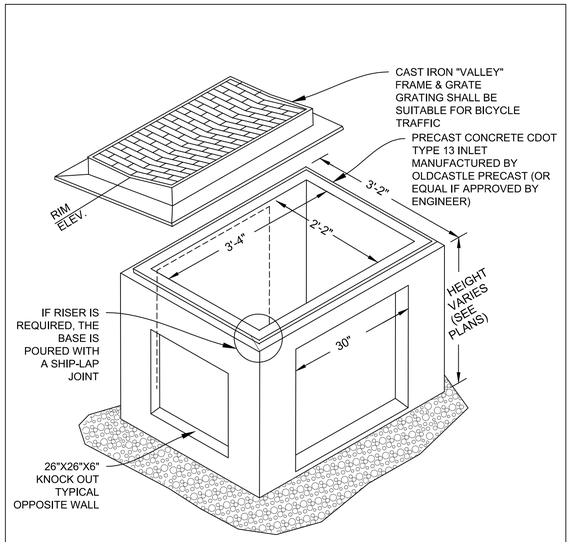


2 DRAINAGE PIPE TRENCH SECTION
SCALE: N.T.S.



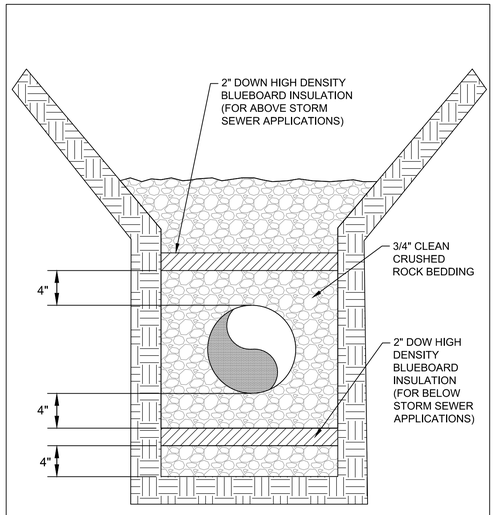
DRAIN CONNECTION SHALL BE INSTALLED WITH HEAT TAPE FROM THE GUTTER DOWNSPOUT TO THE STORM SEWER PIPE. SEE DESIGN ON ELECTRICAL PLAN.

3 GUTTER DRAIN TO STORM DRAIN
SCALE: N.T.S.



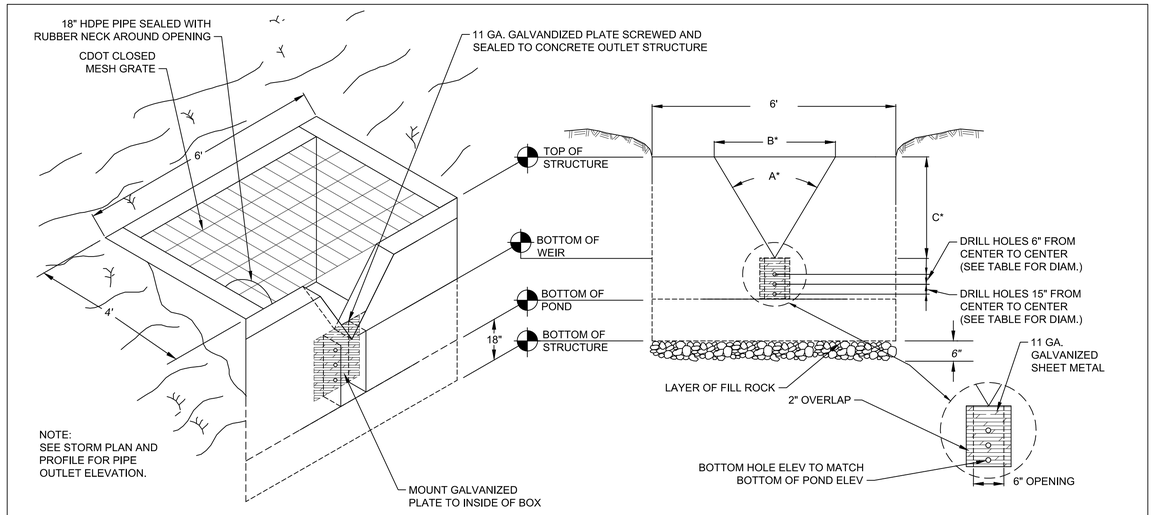
NOTES:
1. INLET GRATE AND BOX ASSEMBLY TO MEET HS20-44 LOADING.

4 VALLEY INLET DETAIL
SCALE: N.T.S.



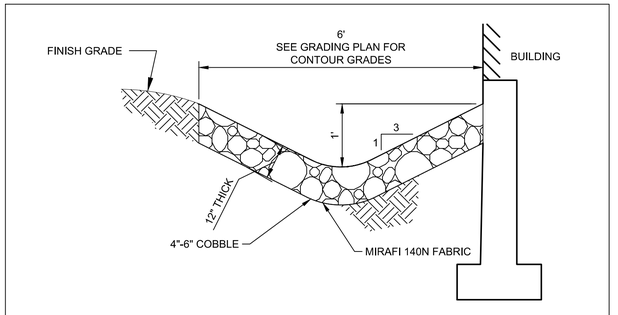
NOTES:
1. REFER TO STORM PLAN & PROFILE FOR INSULATION ABOVE OR BELOW STORM SEWER.

5 STORM SEWER INSULATION DETAIL
SCALE: N.T.S.

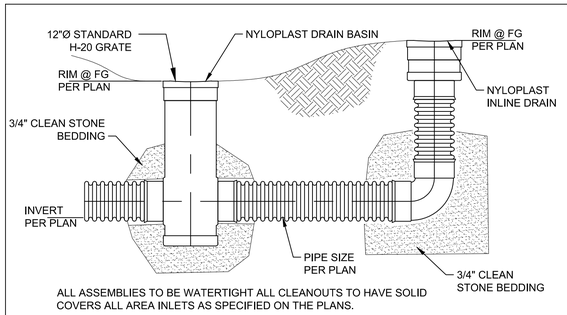


DETENTION POND	A*(DEG.)	B*(FT.)	C*(FT.)	TOP OF STRUCTURE	BOTTOM OF WEIR	BOTTOM OF POND	HOLE DIAM.(IN.)
C	70.00	1.4	1.18	9542.22	9541.04	9539.00	3/4

6 OUTLET STRUCTURE DETAIL
SCALE: N.T.S.

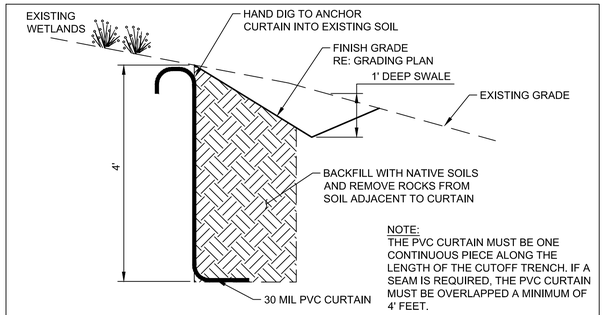


7 RIPRAP SWALE
SCALE: N.T.S.



ALL ASSEMBLIES TO BE WATERTIGHT ALL CLEANOUTS TO HAVE SOLID COVERS ALL AREA INLETS AS SPECIFIED ON THE PLANS.

8 NYLOPLAST DRAIN BASIN/INLINE DRAIN DETAIL
SCALE: N.T.S.



NOTE:
THE PVC CURTAIN MUST BE ONE CONTINUOUS PIECE ALONG THE LENGTH OF THE CUTOFF TRENCH. IF A SEAM IS REQUIRED, THE PVC CURTAIN MUST BE OVERLAPPED A MINIMUM OF 4' FEET.

9 CUTOFF TRENCH DETAIL
SCALE: N.T.S.

Drawing: o:\Projects\brackenridge\325517\200-325517-21001\CAD\sheetfiles\gold rush south\Phase IIIC-500 CIVIL DETAILS PHASE 2.dwg
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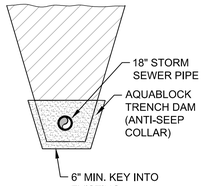
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LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY: ACR
CHECKED BY: CDD
PROJECT NO.: 200-325517-21001
ISSUE DATE: 07/30/2024
REVISIONS: 03/06/2025

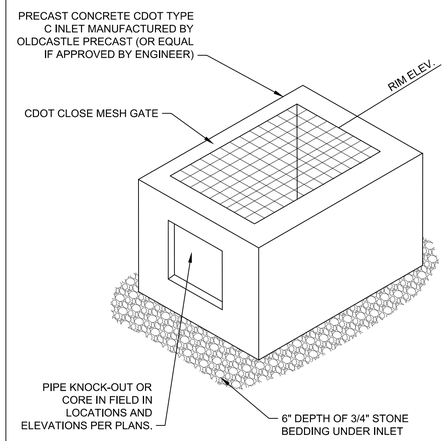
SHEET TITLE: DRAINAGE DETAILS

SHEET NUMBER: C-501



NOTES:
1. TRENCH DAM HEIGHT SHALL BE A MINIMUM OF 3' AND AT LEAST 6" ABOVE SEASONAL HIGH GROUNDWATER LEVEL.
2. TRENCH DAM THICKNESS SHALL BE 2 FT.
3. SOIL COVER ABOVE TRENCH DAM TO FINISH GRADE SHALL BE NATIVE SOIL.

1 TRENCH DAM DETAIL
SCALE: N.T.S.



NOTE:
18" SUMP SHALL BE PROVIDED BELOW OUTLET PIPE INVERT ELEVATION.

2 TYPE C INLET
SCALE: N.T.S.

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SOUTH GOLD RUSH / PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO

FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY: ACR
CHECKED BY: CDD
PROJECT NO.: 200-325517-21001
ISSUE DATE: 07/30/2024
REVISIONS: 03/06/2025

SHEET TITLE:
DRAINAGE DETAILS

SHEET NUMBER:
C-502

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FRISCO, CO 80443
PHONE: 970.423.3420

LOT 1A
BLOCK 4
PARKWAY CENTER

LOT 1
BLOCK 3
PARKWAY CENTER

25' WETLAND SETBACK (TYP.)

18" STORM SEWER

18" CULVERT AND FES

CUTOFF TRENCH

GONDOLA CENTERLINE

WETLAND AREA (TYP.)

LIMIT OF DISTURBANCE

TYPE C INLET

EX. GONDOLA TOWER

CO SH 9 / NORTH PARK AVENUE
80' R.O.W.

FRENCH STREET
60' R.O.W.

5' TYPE R INLET (TYP.)

5' UTILITY EASEMENT REC. 500736

UTILITY EASEMENT REC. 300686

MATCHLINE SEE SHEET C-151

PERMANENT IMPACTS TO WETLANDS (0.015 ACRES)

TEMPORARY AND PERMANENT WETLAND IMPACTS PREVIOUSLY PERMITTED BY THE TOWN OF BRECKENRIDGE AS PART OF THE WATSON AVENUE ROUNDABOUT PROJECT, SHOWN IN GREY.

SCALE: 1" = 50'

MARK	DATE	DESCRIPTION
1	02/04/25	ROUNDABOUT GEOMETRIC REVIEW
2	03/25/25	PROGRESS PRINT

FRENCH STREET ROUNDABOUT

GRADING AND DRAINAGE PLAN

PROJ:	200-325517-21001
DESN:	KJC
DRWN:	JRM
CHKD:	CDD

C-150

Copyright: Tetra Tech

Bar Measures 1 inch, otherwise drawing not to scale

4/1/2025 2:53:05 PM - O:\PROJECTS\BRECKENRIDGE\325517\200-325517-21001\CAD\SHEETFILES\HWY 9 & FRENCH STREET WOOD DRIVE STREET IMPROVEMENTSIC-150 GRADING AND DRAINAGE PLAN.DWG - KOCH, ALYSSA

COLORADO WESTERN SLOPE IN-LIEU FEE PROGRAM

CREDIT TRANSFER AGREEMENT

Contract #: CO-WS-ILF-004

This Credit Transfer Agreement ("Agreement") is entered into this 11th day of January 2023 by and between THE NATIONAL FOREST FOUNDATION ("Sponsor") and Gondola Lots Properties, LLC ("Credit Purchaser"), jointly referred to as the "Parties," as follows:

RECITALS

A. The Sponsor has developed the Colorado Western Slope In-Lieu Fee Program ("ILF Program") covering the geographic area within the jurisdictional limits of the U.S. Army Corps of Engineers, Albuquerque District within Colorado; and

B. The ILF Program was approved by the Sacramento District of the U.S. Army Corps of Engineers ("USACE"), the U.S. Environmental Protection Agency ("USEPA"), the Colorado Department of Public Health and Environment ("CDPHE"), and Colorado Parks and Wildlife ("CPW") (jointly referred to as "Agencies") in October 2020, and is currently in good standing with the Agencies; and

C. The ILF Program has received approval from the Agencies to offer stream and wetland Credits pursuant to the ILF Program Instrument ("ILF Instrument"), as compensation for impacts to aquatic resources regulated by the Agencies, and

D. Project Applicant is seeking to implement the project described on Exhibit "A" attached hereto ("Project"), which would unavoidably and adversely impact wetland resources, and seeks to compensate for the loss of wetland resources by purchasing Credits from ILF Program; and

E. Project Applicant has been authorized according to TOWN OF BRECKRIDGE CLASS A MAJOR DEVELOPMENT PERMIT NO. PL-2021-0052, to purchase from the ILF Program 0.183 wetland Credits upon confirmation by the Sponsor of credit availability in the required Service Area(s);

F. The minimum credit unit for purchase at the bank is no less than one tenth of a credit; and;

G. Project Applicant desires to purchase from the ILF Program and the Sponsor desires to transfer to Project Applicant 0.2 wetland Credits;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Sponsor hereby agrees to transfer to Project Applicant from the ILF Program 0.2 wetland Credits for the purchase price of **SEVENTEEN THOUSAND THREE HUNDRED TWENTY SIX Dollars** ($17,326.00) ("Purchase Price"). This Agreement is expressly conditioned upon the Sponsor's receipt of the Purchase Price for said Credits, in accordance with this Agreement. The ILF Program will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said credits shall be paid by cashier's check or, at the option of the ILF Program, wire or ACH transfer of funds according to written instructions by the ILF Program to Project Applicant.

2. The sale and transfer of the Credits is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest in any of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits transferred, or the ILF Program. The Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Credits transferred and the ILF Program. Pursuant to the Colorado West Slope In-Lieu Fee Program Agreement and any amendments thereto, the ILF Program shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. The ILF Program shall be fully and completely responsible for satisfying any and all conditions placed on the ILF Program or the Credits by all local, state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must deliver to Sponsor by ACH, cashier's check or wire transfer (in accordance with written instructions to Project Applicant from Sponsor) within thirty (30) days of the execution of this Agreement, or this Agreement will be considered null and void.

6. Upon receipt of the Purchase Price, transfer of the Credits specified in Section 1 above, shall be effectuated and evidenced by Sponsor's delivery to Project Applicant of an executed Bill of Sale in the form attached hereto and marked Exhibit "B." The Sponsor shall submit to the parties listed in the Notices section of the ILF Instrument, copies of the: a) Credit Transfer Agreement; b) Bill of Sale; c) Payment Receipt; and d) an updated credit ledger reflecting the transfer of Credits to the Project Applicant. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from Program opening/establishment to the present.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Colorado Western Slope ILF Program:
National Forest Foundation (Sponsor)
Mary Mitsos, President & CEO

By: _____ Date: January 11, 2023

PROJECT APPLICANT:
Gondola Properties LLC (Credit Purchaser)

By: _____ Date: 01/13/23

Exhibit "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

Gold Rush Lots

The proposed project would permanently fill 8,000 square feet or 0.183 acre of existing wetlands as a result of the construction of the Residential Duplex/Townhomes and supporting roadway infrastructure components. The wetlands were determined to be non-jurisdictional under the Clean Water Act on August 31, 2021 by the US Army Corps of Engineers (Corps). Regardless, the project proponent has worked diligently to avoid and minimize impacts to wetlands to the maximum extent practicable by redesigning the project multiple times to keep the project footprint as small as possible and orienting the proposed improvements to maximize the use of upland areas. Since wetlands encompass a large portion of the property (5.7 of the 16.1 acres), there is no feasible alternative to disturbing some wetlands and still meet the project purpose of providing residential housing within the density set forth by the town approved masterplan, meeting local fire code access requirements to the residential units, while simultaneously preserving mature existing trees and vegetation on site, required for Town approval of the project. The proposed project would not violate any applicable laws or regulations.

The 0.183 acre of wetlands lost will be compensated for by purchasing 0.2 credits (>1:1 ratio) from the recently approved Colorado Western Slope In-Lieu Fee (ILF) Program, which is sponsored by the National Forest Foundation (NFF) and approved for use in Summit County by the Corps. The ILF was formally approved in 2020 and began releasing credits for projects seeking compensatory wetland mitigation credits in Summit County in 2022.

The mitigation credits will be debited from the Program's Blue-Eagle Service Area, which encompasses hydrologic unit code 1401000201 and includes the Town of Breckenridge. As such, a wetland mitigation plan will not be prepared for the project.

*****

Exhibit "B"

COLORADO WESTERN SLOPE IN-LIEU FEE PROGRAM
BILL OF SALE

Contract #_____*[ILF Program Transfer Number]*

In consideration of $_____, receipt of which is hereby acknowledged, the National Forest Foundation ("Sponsor") does hereby sell and transfer to_____ ("Project Applicant"), _Credits from the _____Service Area of the Colorado Western Slope ILF Program, which has been approved by the Sacramento District of the U.S. Army Corps of Engineers ("USACE"), the U.S. Environmental Protection Agency ("USEPA"), the Colorado Department of Public Health and Environment ("CDPHE"), and Colorado Parks and Wildlife ("CPW") (jointly referred to as "Agencies")

Sponsor, represents and warrants that the ILF Program is in good standing with the Agencies, has available the specified number of_____Credits, and has authorization from the Agencies to transfer the Credits to the Project Applicant.

Sponsor also represents and warrants to the Project Applicant that it has all right, title, and interest in the Credits necessary to transfer them to the Project Applicant.

DATED: _____

National Forest Foundation,

Colorado Western Slope In-Lieu Fee Program Sponsor

By: _____

Docusign Envelope ID: FD177729-9A5F-4583-9B33-7F1AE7CB141D

Exhibit "B"

COLORADO WESTERN SLOPE IN-LIEU FEE PROGRAM
BILL OF SALE

Contract #CO-WS-ILF-005

In consideration of **$29,905.00**, receipt of which is hereby acknowledged, the National Forest Foundation ("Sponsor") does hereby sell and transfer to **Gondola Lots Properties, LLC** ("Project Applicant"), **0.4** Advance Wetland Credits from the **Blue-Eagle** Service Area of the Colorado Western Slope ILF Program, which has been approved by the Albuquerque District of the U.S. Army Corps of Engineers ("USACE"), the U.S. Environmental Protection Agency ("USEPA"), the Colorado Department of Public Health and Environment ("CDPHE"), and Colorado Parks and Wildlife ("CPW") (jointly referred to as "Agencies")

Sponsor, represents and warrants that the ILF Program is in good standing with the Agencies, has available the specified number of Advance Wetland Credits, and has authorization from the Agencies to transfer the Credits to the Project Applicant.

Sponsor also represents and warrants to the Project Applicant that it has all right, title, and interest in the Credits necessary to transfer them to the Project Applicant.

DATED: January 2, 2025

National Forest Foundation,

Colorado Western Slope In-Lieu Fee Program Sponsor

By: Signed by: Dieter Penkart-Froeschl 72E757587E1342E...

1331127
93 Pages
05/24/2024 10:45 AM
DF: $0.00
Taryn Power - Summit County Recorder

"Attachment A":

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made as of this 23 day of May, 2024, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the "**Town**"), GONDOLA PROPERTIES, LLC, a Colorado limited liability company ("**Gondola Properties**"), BGV PARTNERS ENTRADA LLC, a Colorado limited liability company ("**BGV Entrada**"); Vail Summit Resorts, Inc., a Colorado corporation ("**VSRI**"); and LC Breckenridge Holdco, LLC, a Delaware limited liability company ("**LC Breckenridge**"). The Town, Gondola Properties, BGV Entrada, VSRI, and LC Breckenridge may collectively be referred to herein as the "**Parties**" and each individually as a "**Party**".

RECITALS

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

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

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

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

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

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

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

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

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

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

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

(1) Gondola Lot Master Plan: 143.0 SFEs;

(2) Peak 7 & 8 Master Plan: 145.8 SFEs; and

(3) Parcel 7 (Per Land Use District 5): 14.2 SFEs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Parcel 1: 0.0 SFEs;

(2) Parcel 2: Up to 21.7 SFEs (with up to 13.9 to be provided by the Town);

(3) Parcel 3: Up to 30.0 SFEs;

(4) Parcel 4: Up to 220.0 SFEs;

(5) Parcel 5: Up to 2.0 SFEs;

(6) Parcel 6: Up to 14.0 SFEs; and

(7) Parcel 7: Up to 29.2 SFEs.

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE 1
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

1.5 Landowner Cooperation and Consent.

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

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

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

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

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

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

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

ARTICLE 2
COMMITMENTS (PUBLIC BENEFITS)

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

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

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

2.3 No Vertical Construction Proposed on Parcel 1; Parking Improved on Parcel 2. Upon approval of the Development Application(s) contemplated in this Agreement, Parcel 1 will remain as a surface parking lot for winter recreational visitors. Drainage and water quality, landscaping, and lighting will all be improved as set forth in ARTICLE 5, and, as more particularly set forth in ARTICLE 6, no parking structure will be erected on Parcel 2 and the existing surface parking lot on Parcel 2 will also be improved by Applicant.

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

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

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

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

(d) For Parcel 4, requires Applicant to provide employee housing in compliance with the Town Code on Parcel 7, if the Annexation is successful, or elsewhere if it is not. Additionally, if the Annexation is successful and Applicant constructs employee housing on Parcel 7, any housing constructed beyond that required to satisfy the employee housing

requirements for the development of Parcel 4 shall not be "banked" or "reserved" to satisfy the employee housing obligations of future developments and shall instead represent a public benefit.

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

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

2.7 Cucumber Gulch Improvements.

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

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

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

ARTICLE 3
GONDOLA LOT MASTER PLAN AMENDMENT

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

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

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

(a) Parcel 1: 0.0 SFEs

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

(c) Parcel 3: Up to 30.0 SFEs.

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

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

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

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

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

ARTICLE 4
PEAK 7 & 8 MASTER PLAN AMENDMENT

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

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

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

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

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

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

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

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

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

(a) Parcel 4: Up to 220 SFEs

(b) Parcel 5: Up to two (2) SFEs; and

(c) Parcel 6: Up to fourteen (14) SFEs.

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

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

(a) Parcel 5; and

(b) Parcel 6.

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

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

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

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

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

ARTICLE 5
PARCEL 1

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

(a) The configuration of the proposed use and improvements shall be similar to the DTJ Design conceptual plan reviewed and endorsed by the Town Council on November 28, 2023, updated on March 12, 2024, and attached hereto as Exhibit 9 (the "**Parcel 1 Concept Plan**").

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

(c) A limited amount of landscaping will be provided to the extent compatible with snow storage locations and stormwater and/or water quality improvements. Subject

to staff design suggestions, additional landscaping will be installed on the northern and eastern portion of Parcel 1 as requested by the Town Council.

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

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

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

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

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

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

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

5.3 Following Final, Non-Appealable Approval of the Gondola Lot Amendment upon the terms set forth in Section 5.2, Applicant shall submit to the Town a site plan application for approval of the Parcel 1 Improvements, in substantially the form depicted on the Parcel 1 Concept Plan, with the addition of the Town Council-requested improvements. This site plan application shall be independent of any other site plan application(s) in the Gondola Lot Master Plan boundaries and the Town's conditional obligations set forth in Section 5.2 shall continue to apply in connection with its consideration of such site plan application. The Parcel 1 Improvements will be implemented by Applicant in stages and shall be substantially completed within one year following the issuance of a final certificate of occupancy for all improvements on Parcel 2 or within six (6) years from the Effective Date, whichever is earlier.

ARTICLE 6
PARCEL 2

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

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

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

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

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

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

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

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

(iii) Rent: Rent shall include electric, gas, water, sewer, trash, snow removal costs, and property insurance (collectively, "**Rent**"). Subject to Section 6.1(b)(v), Rent for all Town and Applicant provided Density will be limited to approximately 85% of a 60% Area Median Income ("**AMI**") studio unit rental rates per bedroom for dormitory style units as specified in the Summit County Housing Authority 2023 Summit County Area Median Income (AMI) Table. The Parties acknowledge and agree that this equates to a Rent of $989.40 per bedroom per month as of the Effective Date;

(iv) Annual Rent Increase: Beginning from the Effective Date, Rent will escalate at 2.0% annually until construction is completed and the improvements on Parcel 2 receive a final certificate of occupancy, at which point Rent will escalate at a maximum of 3.0% annually for the next three (3) years;

(v) Baseline Rent Resets: Beginning three (3) years from the issuance of a final certificate of occupancy for the improvements on Parcel 2, and every three (3) years thereafter, baseline Rent will reset using the average of the prior three (3) years' AMI. Following establishment of the new baseline Rent, Rent shall continue to increase at a maximum of 3.0% annually over the next three (3) year-period until a new baseline Rent is established at the conclusion of such three (3)-year period as required under this Section 6.1(b)(v); and

(vi) Seasonal Vacancy: Lessor will offer any seasonal vacancy to local community non-profit organizations for use pending availability and subject to Lessor's reasonable discretion.

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

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

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

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

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

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

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

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

(e) Grant a waiver from Relative Policy 7/Site and Environmental Design and its multiple subsections, including, but not limited to: Site Design and Grading for site disturbance associated with constructing a parking lot and employee housing building(s) into the hillside; under Retaining Walls for the use of retaining walls and for walls that exceed four (4) feet in height; and Site Buffering, and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent with the conceptual plan prepared by DTJ Design, reviewed by the Town Council on December 12, 2023, and updated on March 12, 2024 (the "**Parcel 2 Concept Plan**" attached hereto as Exhibit 10). The Parcel 2 Concept Plan, or a plan substantially similar thereto, shall be incorporated into the design of Parcel 2 in order for these waivers to become effective.

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

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

(h) With considerations for public safety, grant waivers for up to two private accesses on Woods Drive, private accesses radius and geometry, private accesses spacing, road slope connections for private accesses, private accesses cross-slopes, and design to accommodate a 30' bus shuttle service to serve the winter recreational visitor parking spaces on the site. These waivers are from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Sections 5.10.2.1 and 5.10.2.2 for up to two accesses; 5.10.7.2 and Table 5.11 for the driveway/private access radius; 5.10.8.2 for the access geometry; 5.10.8.1 for the cross-slopes; and 5.10.5 and Table 5.10 for spacing); Off-Street Parking Regulations

(Section 9-3-9.A compliance with codes); and associated Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure of the Town Code.

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

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

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

ARTICLE 7
PARCEL 3

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

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

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

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

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

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

(c) Grant waivers from Policy 7/R Site and Environmental Design and all its subsections, and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent with conceptual plan prepared by DTJ Design and reviewed and approved by the Town Council on November 14, 2023 (the "**Parcel 3 Concept Plan**"), or a plan substantially similar thereto.

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

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

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

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

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

ARTICLE 8
PARCEL 4

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

(a) The Peak 7 & 8 Master Plan shall be amended to transfer Density into the master plan and assign additional Density to Parcel 4, in excess of the Density currently allowed by the master plan and underlying Guidelines, without the assignment of negative points under any Relative Policy or failure of any Absolute Policy, or the need to modify

the underlying Guidelines, as follows: up to 74.2 SFES shall be transferred to the Peak 7 & 8 Master Plan from the Gondola Lot Master Plan for Parcel 4 and fifty-eight (58) SFEs, including up to two (2) SFEs to be used as commercial SFEs, will be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan. The Town acknowledges and agrees that such fifty-eight (58) SFE transfer is reflected in the now-existing versions of the Gondola Lot Master Plan and the Peak 7 & 8 Master Plan, but no Density Transfer Covenant was ever entered into or recorded.

(b) Prior to the issuance of a final certificate of occupancy for the primary building on Parcel 4, Applicant shall make an approximately 1,500 square-foot space, as well as an ADA-compliant route, with elevator access, from an indoor garage parking area to the Peak 8 Base snow surface, available to the BOEC. Notwithstanding any provision to the contrary in this Agreement, the Parties acknowledge and agree that Applicant's obligation to make space available to the BOEC as contemplated in this Section shall not be considered a public benefit and shall be eligible for an award of positive points.

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

(d) Building Height

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

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

(iii) Pursuant to the Peak 7 & 8 Master Plan, the height of buildings at the Peak 8 base area only (including Parcel 4) are to be measured "to the proposed finished grade elevation at the exterior wall below," and not to natural grade, which generally does not exist in the area, provided that such proposed finished grades shall not include artificial appearing berming or fill. Artificial appearing berming or fill is characterized by excessive rise and steep grades in the vicinity of building foundations. (Emphasis added.) The height of the building on Parcel 4 shall be established in accordance with the Town Code and Land Use District 39 of the

Guidelines, in effect on the Effective Date, provided, however, that the Town and Applicant shall establish a method for determining the finished grades above which heights shall be measured in order to account for the lack of natural grades and the anticipated filling of the lowered and generally flat grades currently existing at the Peak 8 base area.

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

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

(ii) If Parcel 7 has been annexed into the Town, Applicant shall cause all required employee housing to be provided on Parcel 7 prior to the issuance of a certificate of occupancy for Parcel 4, unless it is not feasible to construct all required units on Parcel 7, in which case Applicant shall provide the balance of any required units through any alternative means permitted under the Town Code. If Parcel 7 has not been annexed into the Town, Applicant's obligation to provide employee housing under the Town Code shall remain unchanged, and it shall be Applicant's responsibility to provide the required employee housing through any alternative means permitted under the Town Code. Such housing shall be located in the Upper Blue Basin, as that term is used in Section 9-1-19-24A.E.2 of the Town Code, and in close proximity to transit. In no event shall Applicant provide employee housing required for Parcel 4 through conversion of housing units in Breckenridge Terrace.

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

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

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

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

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

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

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

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

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

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

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

(g) Issue, upon application for the same, such permit(s) as may be required by the Town to allow one or more Applicant-provided temporary structures accommodating VSRI's administration functions necessary or appropriate for the operation of the Breckenridge Ski Resort, as well as Applicant's pre-operation functions on Parcel 4, up to approximately 6,000 square feet, to be placed on Parcel 4, or other location(s) suitable to the Town and VSRI and Applicant, and maintained in such location(s) until Applicant constructs guest services spaces for VSRI's use and occupancy; provided, however, that all approved temporary structures shall be removed by Applicant no later than sixty (60) days after the issuance of any final certificate of occupancy for all structures on Parcel 4. The Town shall also grant such waivers including, without limitation, from Absolute Policy 36/Temporary Structures as may be necessary to effectuate the terms of this section.

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

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

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

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

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

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

ARTICLE 9
PARCEL 5

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

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

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

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

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

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

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

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

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

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

ARTICLE 10
PARCEL 6

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

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

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

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

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

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

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

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

(b) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.6.3.2), Off-Street Parking Regulations (Section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering Regulations to be met for the length of the Timber Trail Drive extension and grade during the subdivision review process, on the condition that all International Fire Code requirements are met and an emergency turn-around, fire hydrants, and the future homes are equipped with individual automatic sprinkler systems (via a plat note on the subdivision plat) will be provided, as previously allowed for the Timber Trail subdivision. The maximum grade shall be 6.5% unless a greater grade is reviewed and approved by the Town.

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

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

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

ARTICLE 11
PARCEL 7

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

11.2 If the Annexation is not successful, Applicant is authorized, upon written notice to the Town, to transfer up to fifteen (15) SFEs from the Gondola Lot Master Plan to another property in the Town suitable to the Town, Applicant and VSRI for the purpose of providing deed restricted workforce housing. Provided that the receiving property complies with the locational requirements set forth in Section 8.1(e)(ii), such transfer shall be deemed approved by operation of this Agreement. Compliance with Section 1.6(b) shall be determined from the date the written notice required under this Section 11.2 is delivered to the Town.

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

11.4 If any additional employee housing square footage is built upon Parcel 7 beyond that which is required for Parcel 4 compliance with Absolute Policy 24/Social Community, such additional square footage shall not be eligible to satisfy employee housing requirements for future developments.

ARTICLE 12
VESTED PROPERTY RIGHTS

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

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

(a) Processing of Applications. The right to submit and for the Town to process Development Applications in accordance with the procedures and upon such terms set forth in this Agreement, or to the extent not addressed herein, the procedures set forth in the Town Code (as the same was in effect on the Effective Date). In the event that any amendment to the Town Code approved after the Effective Date creates generally

applicable submittal requirements, procedural requirements, or approval criteria which conflict with or are in addition to the terms and conditions of this Agreement, Applicant may choose whether the Town Code or the terms of this Agreement will apply to the Development Application.

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

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

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

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

ARTICLE 13
DEFAULT AND REMEDIES

13.1 Default by the Town. A "breach" or "default" by the Town Council or the Town under this Agreement will be defined as the Town Council's or the Town's failure to fulfill or perform any express material obligation of the Town Council or the Town stated in this Agreement. Consistent with Sections 105(1)(a) and (b) of the Vested Property Rights Act, the Parties

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

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

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

13.2 Remedies.

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

(b) Vested Property Rights; Mutual Waivers. Although the Vested Property Rights Act provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the Vested Property Rights, the Town desires not to be subject to liability for monetary damages pursuant to the Vested Property Rights Act as a remedy for breach or default with respect to the Vested Property Rights. Accordingly, Applicants and Landowners hereby knowingly, intentionally, voluntarily and irrevocably waive, for themselves and for their successors and assigns, any remedial right they may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to be paid money damages as just compensation upon a deprivation, impairment, violation or other

divestment of the Vested Property Rights; and the Town Council hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town Council or the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to pay money damages to Landowners and/or their successor(s) and assign(s) as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights. The Parties have executed and entered into the foregoing mutual waivers with the express intent that such waivers will be mutually binding and enforceable as to each of them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them as a result of such mutual waivers and otherwise accruing to each of them pursuant to this Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town Council and the Town are precluded from divesting, depriving, impairing or violating the Vested Property Rights under any circumstances other than those stated in Section 13.1.

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

ARTICLE 14
RESPONSIBILITIES OF THE TOWN

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

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

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

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

ARTICLE 15
MANDATORY PROVISIONS

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

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

15.2 Successors and Assigns; Binding Effect; Recording.

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

(b) Successors and Assigns of Applicant. Applicant may, in its sole discretion, assign its rights and obligations under this Agreement in whole and in part. Upon any such assignment and delivery of written notice to the Town along with a copy of the instrument of assignment, Applicant shall be released from its obligations and responsibilities hereunder to the extent so assigned and the Town shall recognize the rights and obligations of such assignee as so assigned.

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

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

such claim could jeopardize the Party's ability to exercise its remedies under this Agreement or under the Vested Property Rights Act at a later date. Any claim for breach of this Agreement or the Vested Property Rights Act that is brought before the expiration of the applicable cure period will not be prosecuted by the Party asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party if the default is cured in accordance with this Section 15.3.

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

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

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

15.7 Applicant shall agree to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or intentional act or omission of Applicant, any subcontractor of Applicant, or any officer, employee, representative, or agent of Applicant or of any subcontractor of Applicant, or which arise out of any workers' compensation claim of any employee of Applicant, or of any employee of any subcontractor of Applicant; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of the Town, its officers, employees, or agents. Applicant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of Applicant. Applicant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

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

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

ARTICLE 16
MISCELLANEOUS

16.1 Amendments. This Agreement may be amended or terminated only with the prior written consent and approval of the Town, Applicant, and the Landowner of the Property(ies) or

portion of the Property(ies) to which the amendment applies, following public notice and public hearings as required for Development Agreements.

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

If to the Town:

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

With a required copy to:

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

If to Gondola Properties:

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

With a required copy to:

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

If to BGV Entrada:

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

With a required copy to:

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

If to VSRI:

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

If to LC Breckenridge:

LC Breckenridge
c/o Leste
1450 Brickell Avenue, Suite 2600
Miami, Florida 33131
Attention: Jordan Suppan
Jordan.Suppan@leste.com

With required copy to:

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

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

designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given.

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

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

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

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

16.7 Adoption of Agreement Deemed to be a Legislative and Administrative Act; Referendum. As set forth in and expressly authorized by Section 104(2) of the Vested Property Rights Act, this Agreement and the Vested Property Rights conferred hereby are adopted as a legislative act pursuant to such authority conferred upon the Town Council by the Vested Property Rights Act. If and to the extent the Vested Property Rights Act subjects the Town Council's establishment of the Vested Property Rights pursuant to this Agreement to referendum, and any referendum succeeds in overturning the Town Council's establishment of the Vested Property Rights pursuant to this Agreement, such result will not be construed as overturning, negating or otherwise affecting the Council's approval of this Agreement.

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

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

16.10 Counterparts; Electronic Delivery. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Executed copies hereof may be delivered by telecopier or

e-mail (pdf) and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

By: _____
Shannon Haynes, Manager

VIRGINIA PEYTON ROGERS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174023592
MY COMMISSION EXPIRES JUNE 6, 2025

STATE OF Colorado)
) ss:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 23rd day of May, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: June 6, 2025

_____
Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

By: _____
Michael A. Dudick, Member

STATE OF Colorado)
) ss:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 16 day of May, 2024, by Michael A. Dudick as Member of BGV PARTNERS ENTRADA, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 4/22/2026

AUBREE WAGNER
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20224016306
My Commission Expires 4/22/2026

_____
Notary Public

GONDOLA PROPERTIES, LLC,
a Colorado limited liability company

By: _____
Michael A. Dudick, Member

STATE OF Colorado)
) ss:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 16 day of May, 2024, by Michael A. Dudick as Member of GONDOLA PROPERTIES, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 4/22/2026

_____
Notary Public

AUBREE WAGNER
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20224016306
My Commission Expires 4/22/2026

LC BRECKENRIDGE HOLDCO, LLC
a Colorado limited liability company

By: _____
Name: Jordan Suppan
Title: Authorized Signatory

STATE OF Florida)
) ss:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 22 day of May, 2024, by Jordan Suppan as Authorized Signatory of the LC BRECKENRIDGE HOLDCO, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: July 28, 2025

_____
Notary Public

KIANOSH KREMER
Notary Public-State of Florida
Commission # HH 158644
My Commission Expires
July 28, 2025

VAIL SUMMIT RESORTS, INC.
a Colorado corporation

By: _____
Name: Julie DeCecco
Title: EVP, General Counsel

KERRI JOANNA DAVIDSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224001741
MY COMMISSION EXPIRES JANUARY 12, 2026

STATE OF CO)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 21 day of May, 2024, by Julie DeCecco as EVP, General Counsel of the VAIL SUMMIT RESORTS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 1/12/26

_____
Notary Public

Exhibit 1
[Parcel 1 Legal Description]

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

Exhibit 2
[Parcel 2 Legal Description]

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

Exhibit 3
[Parcel 3 Legal Description]

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

Exhibit 4
[Parcel 4 Legal Description]

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

Exhibit 5
[Parcel 5 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

1. S81°32'31"W, 37.65 FEET S81°32'31"W, 37.65 FEET

2. N22°54'12"W, 407.45 FEET N22°54'12"W, 407.45 FEET

3. S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING. S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING.

Exhibit 6
[Parcel 6 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

1. N63°32'19"E, 141.01 FEET N63°32'19"E, 141.01 FEET

2. N67°05'19"E, 148.45 FEET N67°05'19"E, 148.45 FEET

3. N56°47'38"E, 25.66 FEET, N56°47'38"E, 25.66 FEET,

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

1. S20°08'31"E, 66.15 FEET S20°08'31"E, 66.15 FEET

2. 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 53°13'18" AND A CHORD WHICH BEARS S06°28'08"W, 179.17 FEET.

3. S33°04'47"W, 45.55 FEET S33°04'47"W, 45.55 FEET

4. S16°15'16"E, 343.70 FEET S16°15'16"E, 343.70 FEET

5. S04°00'43"E, 86.48 FEET S04°00'43"E, 86.48 FEET

6. S36°33'26"E, 132.68 FEET S36°33'26"E, 132.68 FEET

7. S78°51'48"W, 172.09 FEET S78°51'48"W, 172.09 FEET

8. N78°33'09"W, 673.06 FEET N78°33'09"W, 673.06 FEET

9. N12°32'17"W, 219.71 FEET N12°32'17"W, 219.71 FEET

10. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID TRACT C. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID TRACT C.

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

Exhibit 7
[Parcel 7 Legal Description]

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

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
_____, Town Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Shannon Haynes, Town Manager, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

[INSERT]

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____, as _____, of _____.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

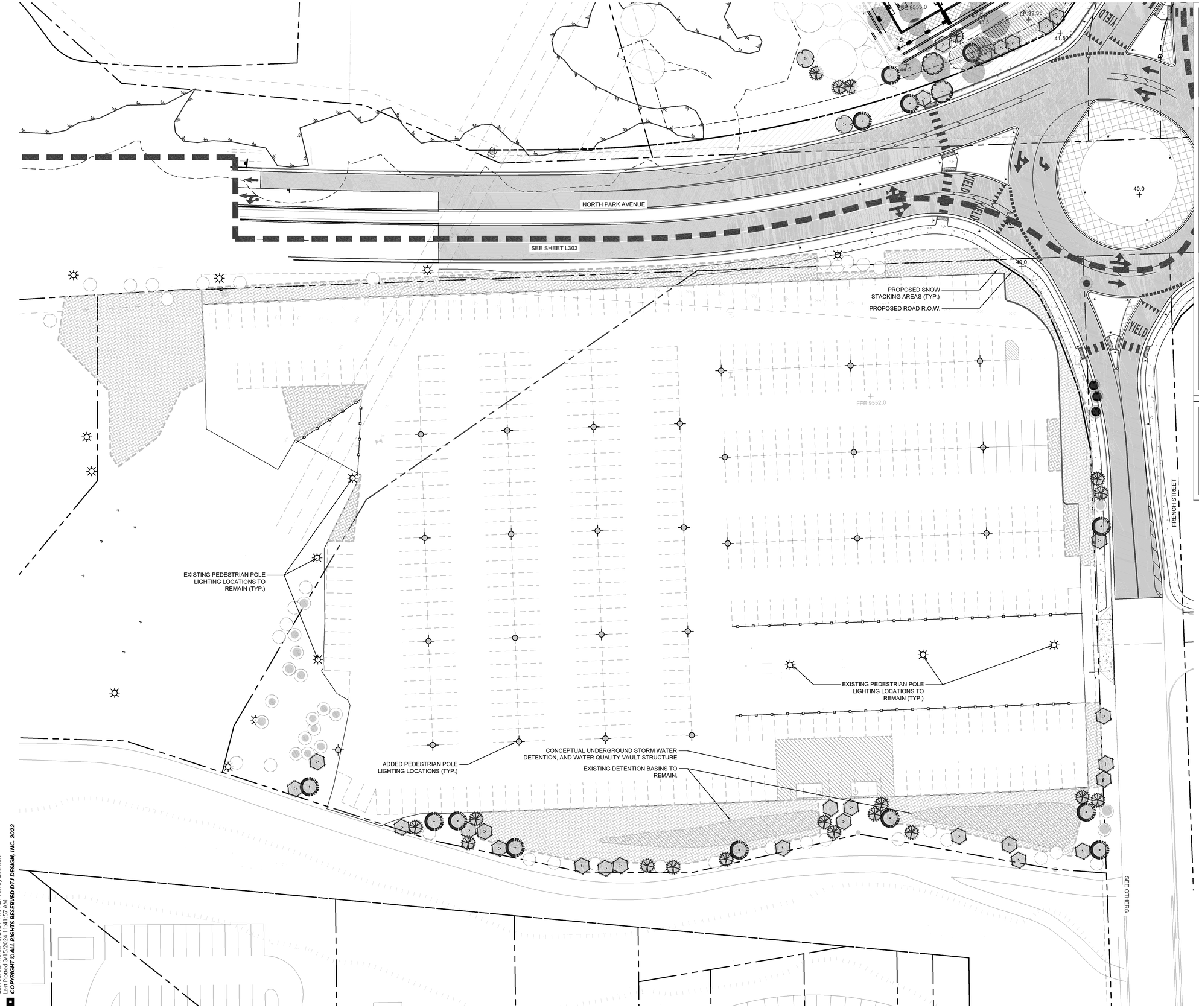
Exhibit “A” [to Ex. 8 Form Density Transfer Covenant]

Legal Description of the Sending Parcel

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

Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]



LANDSCAPE LEGEND

	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION

TREE LEGEND

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

TREE REMOVAL AND REPLACEMENT LEGEND

SYMBOL	CATEGORY
	EXISTING TREE TO BE PRESERVED
TOTAL PRESERVED	
	EXISTING TREE TO BE REMOVED
TOTAL REMOVED	
	TREE REPLACEMENT/ADDED
TOTAL REPLACE/ADD	

NOTES

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

0' 30' 60' 90'
1 = 30'
NORTH

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LANDSCAPE ARCHITECTURE

DTJ DESIGN, Inc.
3101 Ins Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533

www.dtjdesign.com

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

NOT FOR CONSTRUCTION

DRAWN BY:	ZE/TJ
CHECKED BY:	DTJ
PROJECT NO.:	2019026
ISSUE DATE:	03/15/2024
REVISIONS:	

SHEET TITLE:
NORTH GONDOLA LOT SITE+PLANTING PLAN

SHEET NUMBER:
L303

Drawing: U:\2019026 Breckenridge Gondola Lot Dev\05 CAD\Sheets\00 Exhibits+Coordination\04 GRS+GRN+NGL_PlantingPlan_Exhibits.dwg
Last Saved: March 15, 2024 11:37:29 AM by Zsarhart
Last Plotted 3/15/2024 11:41:57 AM
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Exhibit 10
[Parcel 2 Concept Plan]

SEE SHEET L302
SEE SHEET A101

PROPOSED REFUSE COLLECTION

WORKFORCE HOUSING BUILDING:
-2 RESIDENTIAL LEVELS OVER PARKING
-TOTAL DORM UNITS: 8
-BEDS PER UNIT : 6
-**TOTAL BEDS:** **48**

PROPOSED UPHILL RESIDENTIAL UNIT PATIO SPACES

BUS ROUTE

BUS DROP-OFF

SHUTTLE BUS DROP-OFF/PICK-UP LOOP AND STAGING ZONE

- **PROPOSED SURFACE PARKING LOT:**
-STANDARD STALLS 9'X18': 401
-ADA ACCESSIBLE STALLS: 8
-ADA VAN ACCESSIBLE STALLS: 3
-**TOTAL PROVIDED PARKING:** **412**

PROPOSED UPHILL RETAINING WALL (TYP.)

PROPOSED DOWNHILL RETAINING WALL (TYP.)

PROPOSED SNOW STORAGE AREAS (TYP.)

PROPOSED ROAD R.O.W.

PROPOSED CONCEPTUAL STORM WATER DETENTION BASIN LOCATIONS

10' BUILDING SETBACK.

PARK AVE. R.O.W.

NORTH PARK AVENUE

YIELD

0' 30' 60' 90'
1 = 30'
NORTH

LANDSCAPE LEGEND

	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION

TREE LEGEND

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

TREE REMOVAL AND REPLACEMENT LEGEND

SYMBOL	CATEGORY
	EXISTING TREE TO BE PRESERVED
TOTAL PRESERVED	
	EXISTING BUFFER TREE TO BE REMOVED
	EXISTING INTERNAL SITE TREE TO BE REMOVED
TOTAL REMOVED	
	BUFFER TREE REPLACEMENT
	INTERNAL SITE TREE REPLACEMENT
TOTAL REPLACED	

NOTES

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

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

NOT FOR CONSTRUCTION

DRAWN BY:	ZE/TJ
CHECKED BY:	DTJ
PROJECT NO.:	2019026
ISSUE DATE:	03/15/2024
REVISIONS:	

SHEET TITLE:
GOLD RUSH NORTH SITE+PLANTING PLAN

SHEET NUMBER:
L302

Drawing: U:\2019026 Breckenridge Gondola Lot Dev\05 CAD\Sheets\00 Exhibits+Coordination\04 GR5+GRN+NGL_PlantingPlan_Exhibits.dwg
Last Saved: March 15, 2024 11:42:39 AM by Zearhart
Last Plotted:3/15/2024 11:49:01 AM
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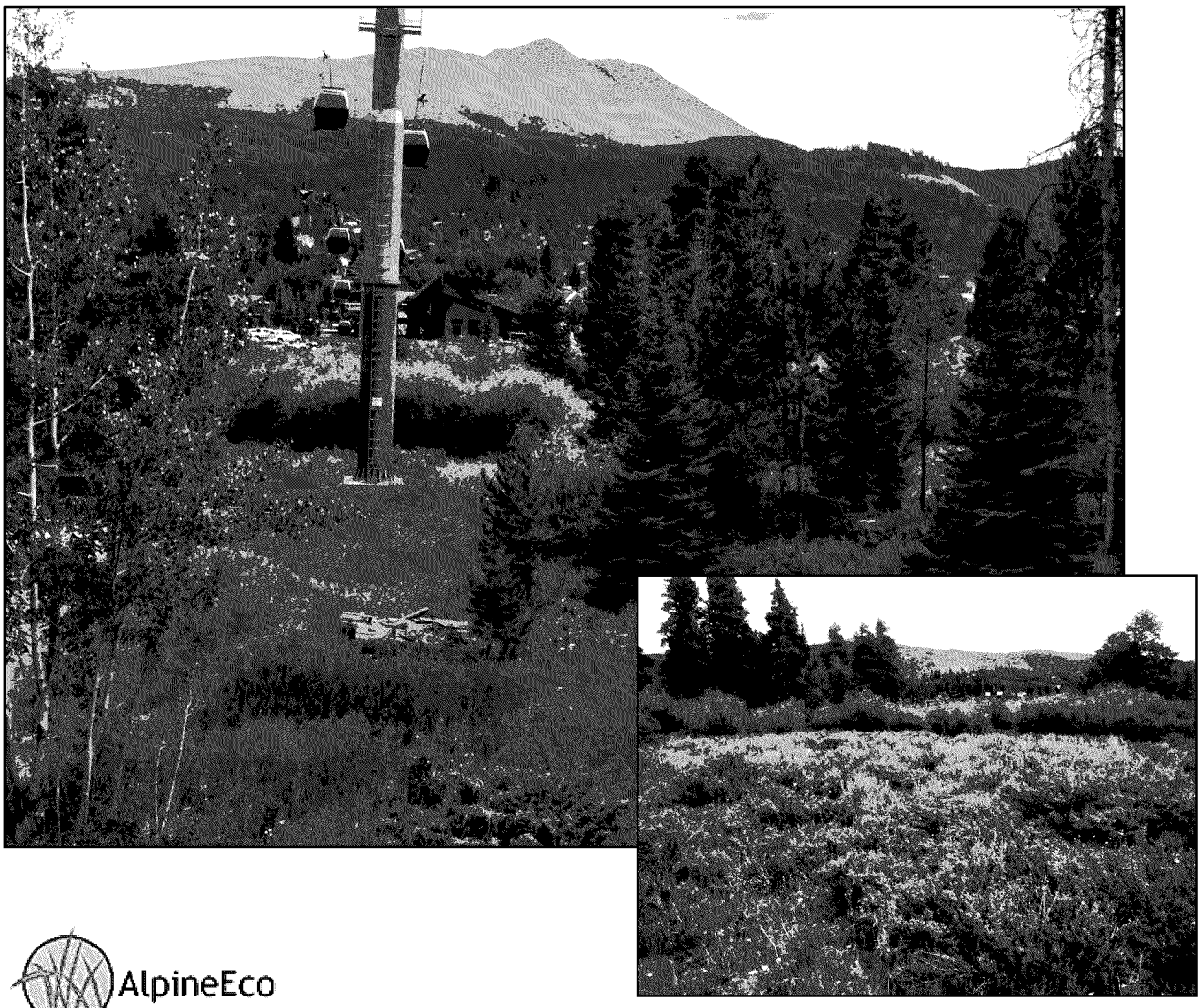
Exhibit 11
[Wetlands Report]

Alpine Ecological Resources, LLC

Gold Rush Lots
Wetland Technical Report

Breckenridge, Colorado

Prepared for: Breckenridge Grand Vacations
October 26, 2023



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

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Appendix B—Site Photographs
Appendix C - Site Plan and Wetland Disturbance

Abbreviations and Acronyms

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

1.0 Introduction

1.1 Purpose of This Report

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

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

1.2 Project Description

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

2.0 Site Description

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

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

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

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

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

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

3.0 Methods

3.1 Literature Review

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

3.2 Field Data Collection

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

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

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

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

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

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

3.3 Mapping

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

3.4 Wetland Classification

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

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

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

3.5 Wetland Functional Assessment

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

4.0 Wetlands

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

4.1 Vegetation

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

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

4.2 Hydrology

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

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

4.3 Soils

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

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

4.4 Wetland Functional Condition

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

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

5.0 Other Water Features

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

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

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

6.0 Proposed Impacts

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

Table 1: Permanent Wetland Impacts

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

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

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

7.0 Proposed Mitigation

7.1 Wetland Mitigation

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

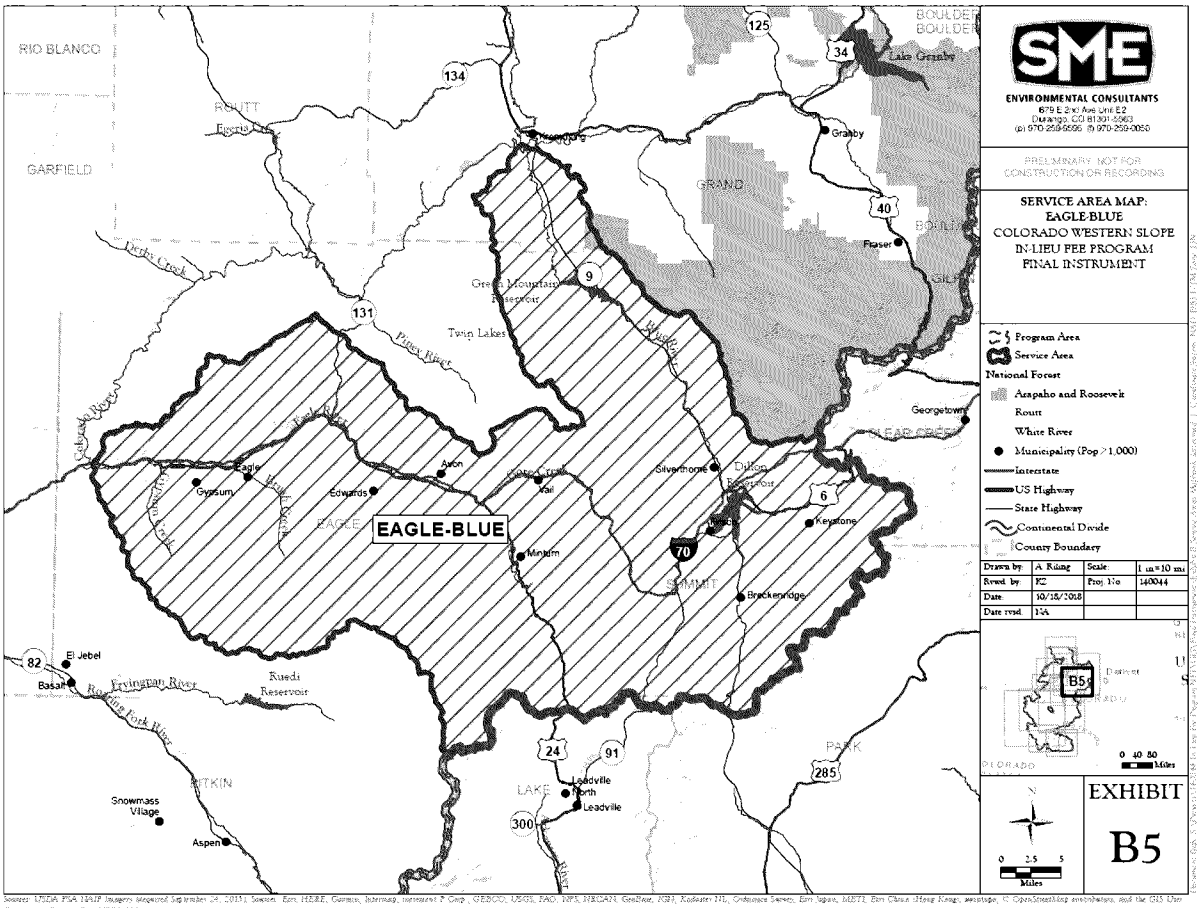
The 0.10 acre of wetlands lost have been compensated for by purchasing 0.2 credits (2:1 ratio) from the recently approved Colorado Western Slope In-Lieu Fee (ILF) Program, which is sponsored by the National Forest Foundation (NFF) and approved for use in Summit County by the USACE. The ILF was formally approved in 2020 and began releasing credits for projects seeking compensatory wetland mitigation credits in Summit County in 2022. Additional information about the program can be found on the Corps' Regulatory In-Lieu Fee and Bank Tracking Information System website: https://ribits.ops.usace.army.mil/ords/f?p=107:378:::NO::P378_PROGRAM_ID:2808.

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

7.2 Wetland Setback Mitigation

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

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


RIO BLANCO
GARFIELD
ROUTT
EAGLE
EAGLE-BLUE
GRAND
SUMMIT
LAKE
PARK
PITKIN
Eagle
Gypsum
Edwards
Avon
Vail
Minturn
Silverthorne
Dillon Reservoir
Frisco
Keystone
Breckenridge
Georgetown
Fraser
Granby
Lake Granby
Twin Lakes
Green Mountain Reservoir
Ruedi Reservoir
Fryingpan River
Roaring Fork River
Snowmass Village
Aspen
Leadville North
Leadville
El Jebel
Basalt
Derby Creek
Piney River
Blue River
Eagle River
Colorado River
Gore Creek
Tenmile Creek
SME
ENVIRONMENTAL CONSULTANTS
PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING
SERVICE AREA MAP:
EAGLE-BLUE
COLORADO WESTERN SLOPE
IN-LIEU FEE PROGRAM
FINAL INSTRUMENT
Program Area
Service Area
National Forest
Arapaho and Roosevelt
Routt
White River
Municipality (Pop > 1,000)
Interstate
US Highway
State Highway
Continental Divide
County Boundary
Drawn by: A Riling
Scale: 1 in = 10 mi
Rvwd by: PZ
Proj No: 140044
Date: 10/15/2018
Date rvsd: NA
0 40 80 Miles
0 2.5 5 Miles
EXHIBIT
B5

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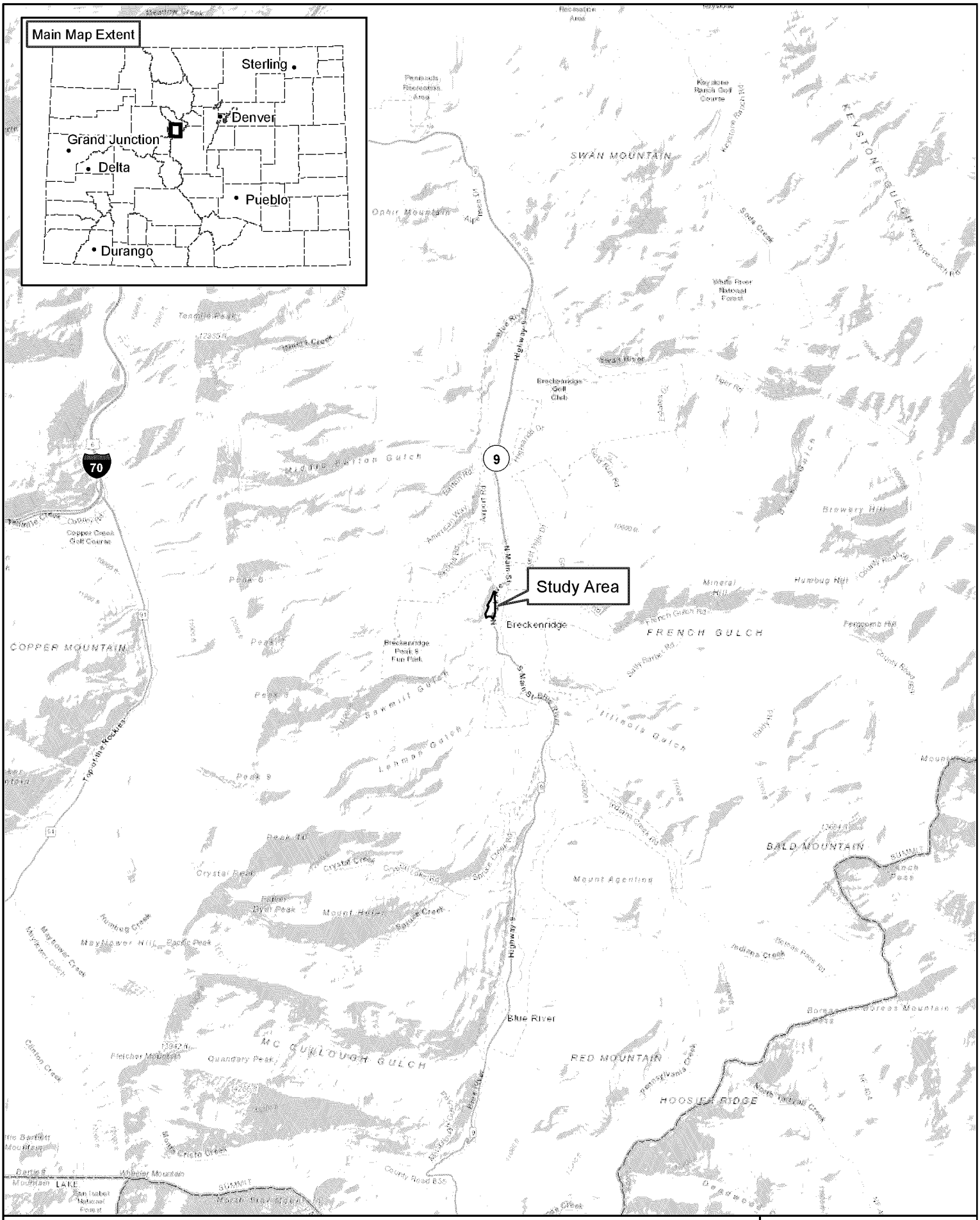
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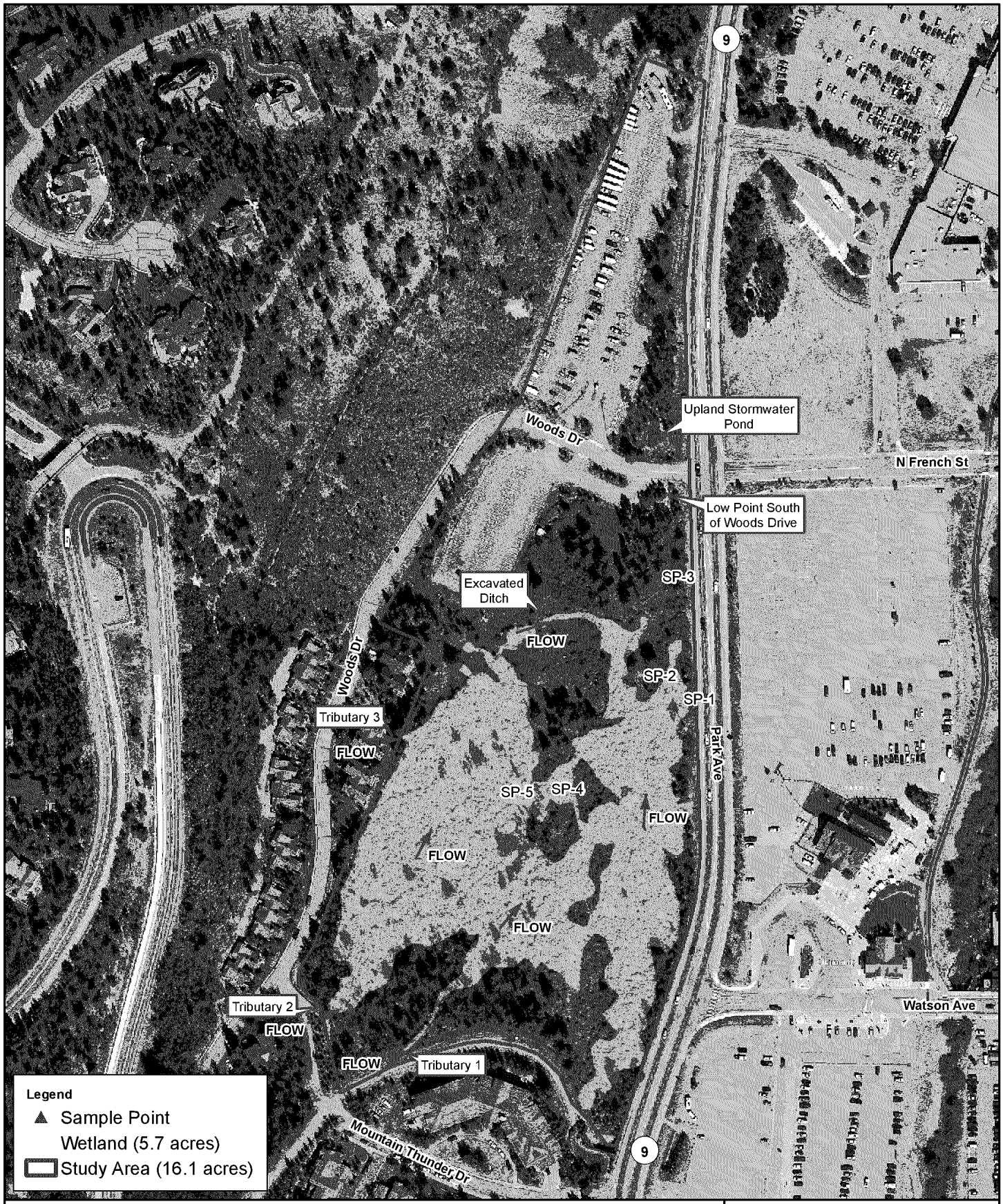
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Main Map Extent
Sterling
Denver
Grand Junction
Delta
Pueblo
Durango
Study Area
Breckenridge
Blue River
SWAN MOUNTAIN
FRENCH GULCH
COPPER MOUNTAIN
BALD MOUNTAIN
RED MOUNTAIN
HOOSIER RIDGE
MC GUINNESS GULCH
Highway 9
70
9
AlpineEco
N
0 0.5 1 2 3
Miles
07/19/2021
Gold Rush Parking Lot
Figure 1
Site Location Map



AlpineEco

08/13/2020

Gold Rush Parking Lot

Figure 2
Wetlands and Other Water Features

Appendix A
Wetland Determination Data Forms

U.S. Army Corps of Engineers

WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region

See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Gold Rush Lots | City/County: Breckenridge/Summit | Sampling Date: 8/17/16

Applicant/Owner: Breckenridge Grand Vacations | State: CO | Sampling Point: SP1

Investigator(s): Andy Herb | Section, Township, Range: S31, T7S, R77W

Landform (hillside, terrace, etc.): Slope | Local relief (concave, convex, none): concave | Slope (%): 1 to 2

Subregion (LRR): LRR E, MLRA 48A | Lat: 39.485950 | Long: -106.048847 | Datum: WGS84

Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes | NWI classification: PSS

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

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

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X	No ____	
Wetland Hydrology Present?	Yes X	No ____	

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

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30-ft radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15-ft radius)			
1. *Salix drummondiana*	10	Yes	FACW
2. *Salix monticola*	10	Yes	OBL
3.			
4.			
5.			
	20 =Total Cover		
Herb Stratum (Plot size: 1x3 meter)			
1. *Mertensia ciliata*	20	Yes	FACW
2. *Agrostis gigantea*	15	Yes	FAC
3. *Poa pratensis*	15	Yes	FAC
4. *Elymus trachycaulus*	15	Yes	FAC
5. *Taraxacum officinale*	5	No	FACU
6.			
7.			
8.			
9.			
10.			
11.			
	70 =Total Cover		
Woody Vine Stratum (Plot size: 1x3 meter)			
1.			
2.			
	=Total Cover		

% Bare Ground in Herb Stratum 25

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	30	x 2 =	60
FAC species	45	x 3 =	135
FACU species	5	x 4 =	20
UPL species	0	x 5 =	0
Column Totals:	90 (A)		225 (B)
Prevalence Index = B/A =			2.50

Hydrophytic Vegetation Indicators:

- ____ 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- ____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ____ 5 - Wetland Non-Vascular Plants[1]
- ____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No ____

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

SOIL

Sampling Point: SP1

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

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-2	10YR 2/2	100					Loamy/Clayey	silty clay loam
2-6	10YR 4/2	85	10YR 4/6	15	C	M	Loamy/Clayey	sandy loam
6-16	10YR 4/4	100					Sandy	sand and gravel

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

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ 1 cm Muck (A9) **(LRR D, G)**
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) **(LRR G)**
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) **(except MLRA 1)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR A, E)**
- ___ Iron-Manganese Masses (F12) **(LRR D)**
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

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

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9) **(except MLRA 1, 2, 4A, and 4B)**
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1) **(LRR A)**
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water-Stained Leaves (B9) **(MLRA 1, 2 4A, and 4B)**
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X FAC-Neutral Test (D5)
- ___ Raised Ant Mounds (D6) **(LRR A)**
- ___ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

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

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

U.S. Army Corps of Engineers

WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region

See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Gold Rush Lots | City/County: Breckenridge/Summit | Sampling Date: 8/17/16

Applicant/Owner: Breckenridge Grand Vacations | State: CO | Sampling Point: SP2

Investigator(s): Andy Herb | Section, Township, Range: S31, T7S, R77W

Landform (hillside, terrace, etc.): Slope | Local relief (concave, convex, none): concave | Slope (%): 1 to 2

Subregion (LRR): LRR E, MLRA 48A | Lat: 39.486027 | Long: -106.049056 | Datum: WGS84

Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes | NWI classification: PSS

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

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

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** Yes ____ No X
Hydric Soil Present?	Yes ____	No X	
Wetland Hydrology Present?	Yes ____	No X	

Remarks:
Open shrubby area dominated by mesic vegetation; meets vegetation criterion but no evidence of hydrology or hydric soils

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30-ft radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15-ft radius)			
1. *Dasiphora fruticosa*	10	Yes	FAC
2. *Salix drummondiana*	5	Yes	FACW
3. *Lonicera involucrata*	5	Yes	FAC
4.			
5.			
	20 =Total Cover		
Herb Stratum (Plot size: 1x3 meter)			
1. *Agrostis scabra*	25	Yes	FAC
2. *Achillea millefolium*	20	Yes	FACU
3. *Cirsium scariosum*	10	No	FAC
4. *Carex praegracilis*	10	No	FACW
5. *Taraxacum officinale*	5	No	FACU
6. *Penstemon procerus*	20	Yes	FAC
7. *Potentilla gracilis*	5	No	FAC
8. *Taraxacum officinale*	2	No	FACU
9.			
10.			
11.			
	97 =Total Cover		
Woody Vine Stratum (Plot size: 1x3 meter)			
1.			
2.			
	=Total Cover		

% Bare Ground in Herb Stratum 0

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 83.3% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	15	x 2 =	30
FAC species	75	x 3 =	225
FACU species	27	x 4 =	108
UPL species	0	x 5 =	0
Column Totals:	117 (A)		363 (B)
Prevalence Index = B/A =			3.10

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation
X 2 - Dominance Test is >50%
____ 3 - Prevalence Index is ≤3.0[1]
____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
____ 5 - Wetland Non-Vascular Plants[1]
____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No ____

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

SOIL

Sampling Point: SP2

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

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-3	10YR 2/2	100					Loamy/Clayey	sandy loam; lots of roots
3-16	10YR 4/4	100					Sandy	sand with gravel

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

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ 1 cm Muck (A9) **(LRR D, G)**
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) **(LRR G)**
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) **(except MLRA 1)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR A, E)**
- ___ Iron-Manganese Masses (F12) **(LRR D)**
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

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

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9) **(except MLRA 1, 2, 4A, and 4B)**
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1) **(LRR A)**
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water-Stained Leaves (B9) **(MLRA 1, 2 4A, and 4B)**
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)
- ___ Raised Ant Mounds (D6) **(LRR A)**
- ___ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes ___ No X Depth (inches): ___

Saturation Present? (includes capillary fringe) Yes ___ No X Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

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

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

U.S. Army Corps of Engineers

WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region

See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Gold Rush Lots | City/County: Breckenridge/Summit | Sampling Date: 8/17/16

Applicant/Owner: Breckenridge Grand Vacations | State: CO | Sampling Point: SP3

Investigator(s): Andy Herb | Section, Township, Range: S31, T7S, R77W

Landform (hillside, terrace, etc.): Slope | Local relief (concave, convex, none): concave | Slope (%): 1 to 2

Subregion (LRR): LRR E, MLRA 48A | Lat: 39.486486 | Long: -106.048944 | Datum: WGS84

Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes | NWI classification: PSS

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

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

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** Yes ____ No X
Hydric Soil Present?	Yes ____	No X	
Wetland Hydrology Present?	Yes ____	No X	

Remarks:
Swale down-gradient of main wetland area; small pocket of hydrophytes where water must be present during snowmelt/runoff; meets hydrophytic vegetation criterion but no evidence of hydric soils or wetland hydrology.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30-ft radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15-ft radius)			
1. *Salix drummondiana*	10	Yes	FACW
2.			
3.			
4.			
5.			
	10 =Total Cover		
Herb Stratum (Plot size: 1x3 meter)			
1. *Calamagrostis canadensis*	40	Yes	FACW
2. *Mertensia ciliata*	30	Yes	FACW
3. *Achillea millefolium*	10	No	FACU
4. *Potentilla gracilis*	5	No	FAC
5. *Chamerion angustifolia*	5	No	UPL
6. *Cirsium arvense*	5	No	FAC
7.			
8.			
9.			
10.			
11.			
	95 =Total Cover		
Woody Vine Stratum (Plot size: 1x3 meter)			
1.			
2.			
	=Total Cover		

% Bare Ground in Herb Stratum 5

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	80	x 2 =	160
FAC species	10	x 3 =	30
FACU species	10	x 4 =	40
UPL species	5	x 5 =	25
Column Totals:	105 (A)		255 (B)
Prevalence Index = B/A =			2.43

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation
X 2 - Dominance Test is >50%
____ 3 - Prevalence Index is ≤3.0[1]
____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
____ 5 - Wetland Non-Vascular Plants[1]
____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No ____

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

SOIL

Sampling Point: SP3

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

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 2/2	100					Loamy/Clayey	silty clay loam
6-7	10YR 4/2	90	10YR 4/6	10	C	M	Loamy/Clayey	silty clay loam
7-16	10YR 4/4	100	10YR 4/4				Sandy	sand with gravel

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

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ 1 cm Muck (A9) **(LRR D, G)**
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) **(LRR G)**
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) **(except MLRA 1)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR A, E)**
- ___ Iron-Manganese Masses (F12) **(LRR D)**
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

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

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9) **(except MLRA 1, 2, 4A, and 4B)**
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1) **(LRR A)**
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water-Stained Leaves (B9) **(MLRA 1, 2 4A, and 4B)**
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X FAC-Neutral Test (D5)
- ___ Raised Ant Mounds (D6) **(LRR A)**
- ___ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

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

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

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

Project/Site: Gold Rush Lots | City/County: Breckenridge/Summit | Sampling Date: 7/22/20

Applicant/Owner: Breckenridge Grand Vacations | State: CO | Sampling Point: SP4

Investigator(s): Andy Herb | Section, Township, Range: S31, T7S, R77W

Landform (hillslope, terrace, etc.): Slope | Local relief (concave, convex, none): None | Slope (%): 1 to 2

Subregion (LRR): Southern Rocky Mountain Forest and Range Lanc | Lat.: 39.485524 | -106 | Datum: WGS84

Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes | NWI Classification: PSS

Are climatic/hydrologic conditions of the site typical for this time of the year Y (If no, explain in remarks)

Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal circumstances" present? Y

Are vegetation ____, soil ____, or hydrology ____ naturally problematic? (If needed, explain any answers in remarks)

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

Hydrophytic vegetation present?	Y		
Hydric soil present?	N	**Is the sampled area within a wetland?**	N
Indicators of wetland hydrology present	N	If yes, optional wetland site ID:	

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

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

VEGETATION - Use scientific names of plants

Tree Stratum (Plot Size (30' radius))	Absolute % Cover	Dominant Species	Indicator Status
1 *Populus tremuloides*	20	Y	FACU
2			
3			
4			
	20 =	Total Cover	

Sapling/Shrub Stratum (Plot Size (15' radius))	Absolute % Cover	Dominant Species	Indicator Status
1 *Salix geyeriana*	15	Y	FACW
2 *Dasiphora fruticosa*	10	Y	FAC
3 *Salix monticola*	5	N	OBL
4			
5			
	30 =	Total Cover	

Herb Stratum (Plot Size (5' radius))	Absolute % Cover	Dominant Species	Indicator Status
1 *Fragaria virginiana*	25	Y	FACU
2 *Achillea millefolium*	20	Y	FACU
3 *Phleum pratense*	10	Y	FAC
4 *Poa pratensis*	10	Y	FAC
5 *Bromus ciliatus*	10	Y	FAC
6 *Lupinus*	10	Y	
7 *Festuca*	5	N	
8 *Carex praegracilis*	5	N	FACW
9 *Gallium boreale*	2	N	FACU
10			
11			
	97 =	Total Cover	

Woody Vine Stratum (Plot Size (N/A))	Absolute % Cover	Dominant Species	Indicator Status
1 *N/A*			
2			
	0 =	Total Cover	

% Bare Ground in Herb Stratum: 3

50/20 Thresholds	20%	50%
Tree Stratum	4	10
Sapling/Shrub Stratum	6	15
Herb Stratum	19	49
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across all Strata: 9 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 55.56% (A/B)

Prevalence Index Worksheet

Total % Cover of: ☐

OBL species	5	x 1 =	5	
FACW species	20	x 2 =	40	
FAC species	40	x 3 =	120	
FACU species	67	x 4 =	268	
UPL species	0	x 5 =	0	
Column totals	132	(A)	433	(B)
Prevalence Index = B/A =			3.28	

Hydrophytic Vegetation Indicators:

- ___ Rapid test for hydrophytic vegetation
- X Dominance test is >50%
- ___ Prevalence index is ≤3.0*
- ___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
- ___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? Y

Remarks:

Edge of open meadow area; possibly relic wetland area

Project Site: Gold Rush Lots

SOIL **Sampling Point:** SP4

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

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-16	10YR3/3	100	N/A				Sandy loam	some small gravel throughout

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

Hydric Soil Indicators:

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

Indicators for Problematic Hydric Soils:

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

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

Restrictive Layer (if observed):
Type: _____
Depth (inches):

Hydric soil present? Y

Remarks: Recent gopher activity, soil dry

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ (B8)
- ___ Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1)(LRRA)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)
- ___ Raised Ant Mounts (D6)(LRR A)
- ___ Frost-Heave Hummocks (D7)

Field Observations:

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

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

None

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

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

Project/Site: Gold Rush Lots | City/County: Breckenridge/Summit | Sampling Date: 7/22/20

Applicant/Owner: Breckenridge Grand Vacations | State: CO | Sampling Point: SP5

Investigator(s): Andy Herb | Section, Township, Range: S31, T7S, R77W

Landform (hillslope, terrace, etc.): Slope | Local relief (concave, convex, none): None | Slope (%): 1 to 2

Subregion (LRR): Southern Rocky Mountain Forest and Range Lanc | Lat.: 39.485559 | -106 | Datum: WGS84

Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes | NWI Classification: PSS

Are climatic/hydrologic conditions of the site typical for this time of the year Y (If no, explain in remarks)

Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal circumstances" present? Y

Are vegetation ____, soil ____, or hydrology ____ naturally problematic? (If needed, explain any answers in remarks)

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

Hydrophytic vegetation present?	Y		
Hydric soil present?	Y	**Is the sampled area within a wetland?**	Y
Indicators of wetland hydrology present	Y	If yes, optional wetland site ID:	

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

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

VEGETATION - Use scientific names of plants

Tree Stratum (Plot Size (30' radius))	Absolute % Cover	Dominant Species	Indicator Status
1			
2			
3			
4			
	0 = Total Cover		

Sapling/Shrub Stratum (Plot Size (15' radius))	Absolute % Cover	Dominant Species	Indicator Status
1 *Salix geyeriana*	40	Y	FACW
2			
3			
4			
5			
	30 = Total Cover		

Herb Stratum (Plot Size (5' radius))	Absolute % Cover	Dominant Species	Indicator Status
1 *Carex aquatilis*	65	Y	OBL
2 *Geum macrophyllum*	15	N	FAC
3 *Equisetum arvense*	10	N	FAC
4 *Poa palustris*	5	N	FAC
5 *Phleum pratense*	2	N	FAC
6			
7			
8			
9			
10			
11			
	97 = Total Cover		

Woody Vine Stratum (Plot Size (N/A))	Absolute % Cover	Dominant Species	Indicator Status
1 *N/A*			
2			
	0 = Total Cover		

% Bare Ground in Herb Stratum: 3

50/20 Thresholds	20%	50%
Tree Stratum	0	0
Sapling/Shrub Stratum	6	15
Herb Stratum	19	49
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across all Strata: 2 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 100.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	65	x 1 =	65	
FACW species	40	x 2 =	80	
FAC species	32	x 3 =	96	
FACU species	0	x 4 =	0	
UPL species	0	x 5 =	0	
Column totals	137	(A)	241	(B)

Prevalence Index = B/A = 1.76

Hydrophytic Vegetation Indicators:

- ___ Rapid test for hydrophytic vegetation
- X Dominance test is >50%
- X Prevalence index is ≤3.0*
- ___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
- ___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? Y

Remarks:

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

Project Site: Gold Rush Lots

SOIL

Sampling Point: SP5

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

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

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

Hydric Soil Indicators:

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

Indicators for Problematic Hydric Soils:

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

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

Restrictive Layer (if observed):
Type: _____
Depth (inches):

Hydric soil present? Y

Remarks: All layers saturated

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ (B8)
- ___ Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1)(LRRA)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X FAC-Neutral Test (D5)
- ___ Raised Ant Mounts (D6)(LRR A)
- ___ Frost-Heave Hummocks (D7)

Field Observations:

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

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Main source of hydrology is high groundwater, especially during snowmelt

Appendix B
Site Photographs



Photo 1 — Typical PSS wetland (July 22, 2020)

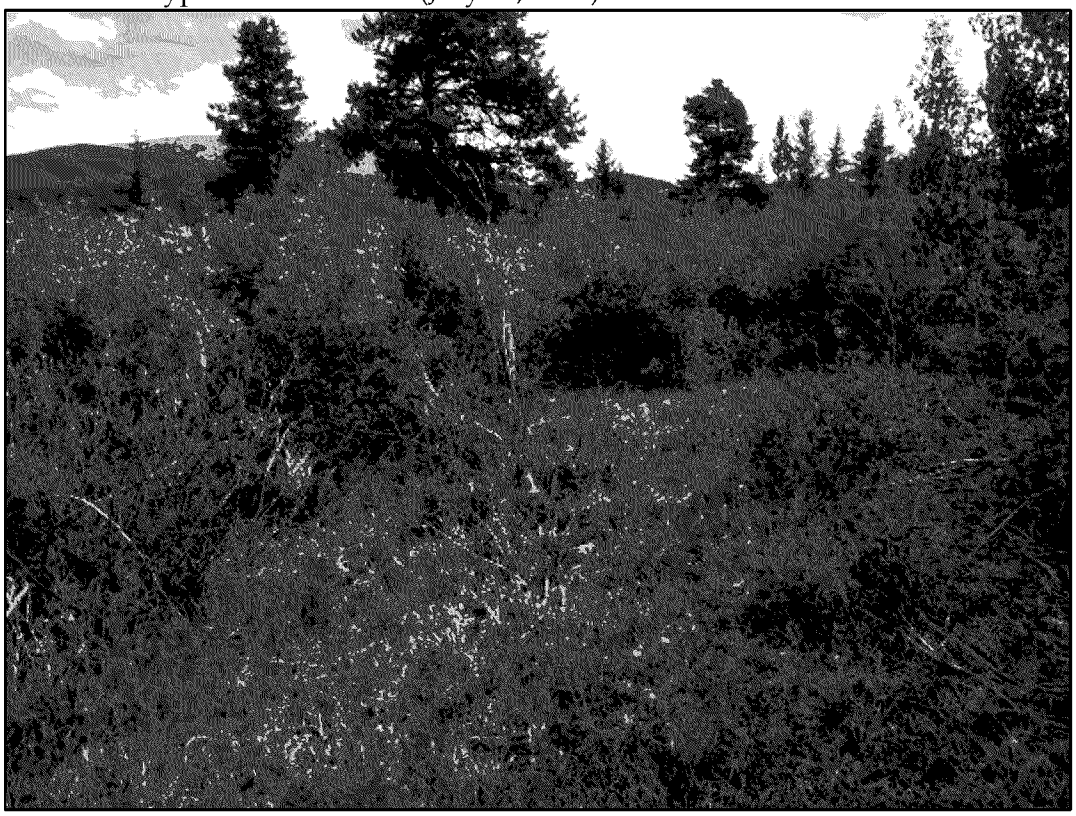


Photo 2 — Typical wetland boundary, notice dead and dying willows (July 22, 2020)



Photo 3 — Dead and dying willow along the wetland boundary (July 22, 2020)



Photo 4 —Tributary 1, looking north where it enters the site (July 13, 2020)



Photo 5 —Tributary 2, looking northeast where it enters the site (July 19, 2021)



Photo 6 —Tributary 3, looking southwest where it enters the site from a small pond, which is off the property (July 13, 2020)

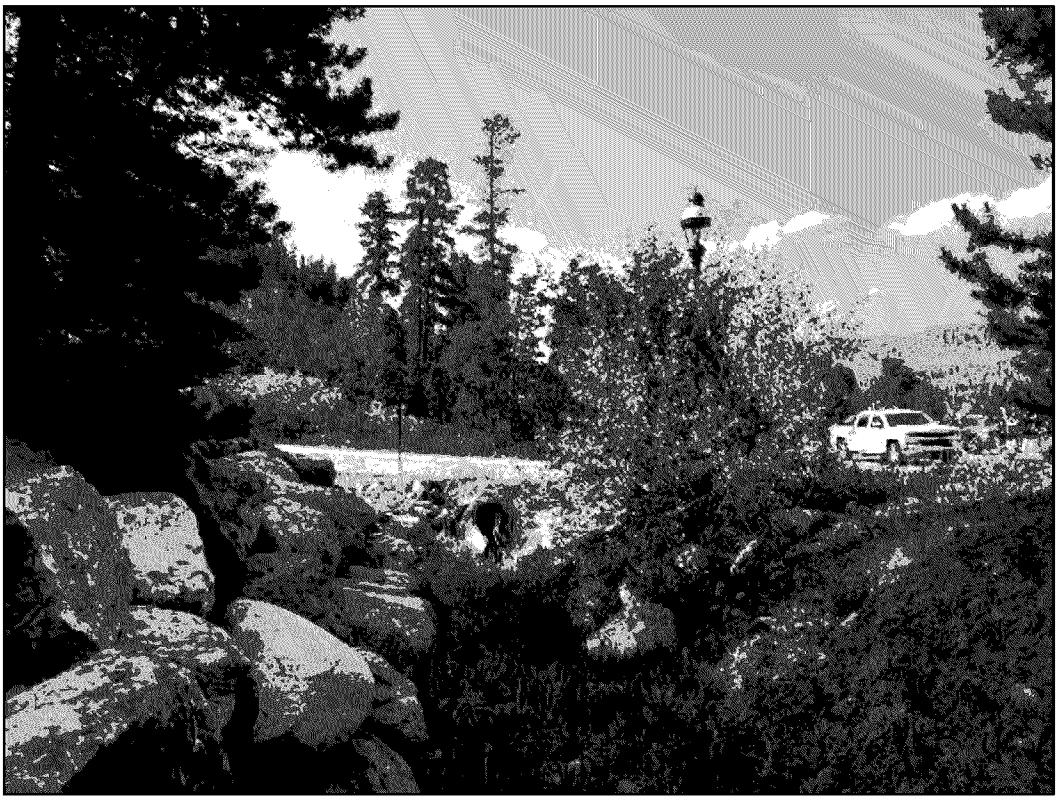


Photo 7 – Looking north at the vegetated (non-wetland) entrance to the culvert under Woods Drive (July 19, 2021)



Photo 8 — Looking south at the culvert (black plastic) outlet under Woods Drive, with wooden outlet box to the stormwater system (July 19, 2021)



Photo 9 – Close up view of the outlet box showing no signs of flow, looking south (July 20, 2021)

Appendix C
Site Plan and Wetland Disturbance



Drawing: U:\2019026 Breckenridge Gondola Lot Dev\05 CAD\X Refs\01 GOLD RUSH SOUTH\X HARDGRADE_GOLD RUSH SOUTH_8 DUPLEX.dwg
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DTJ DESIGN, Inc.
3101 Ins Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533

www.dtjdesign.com

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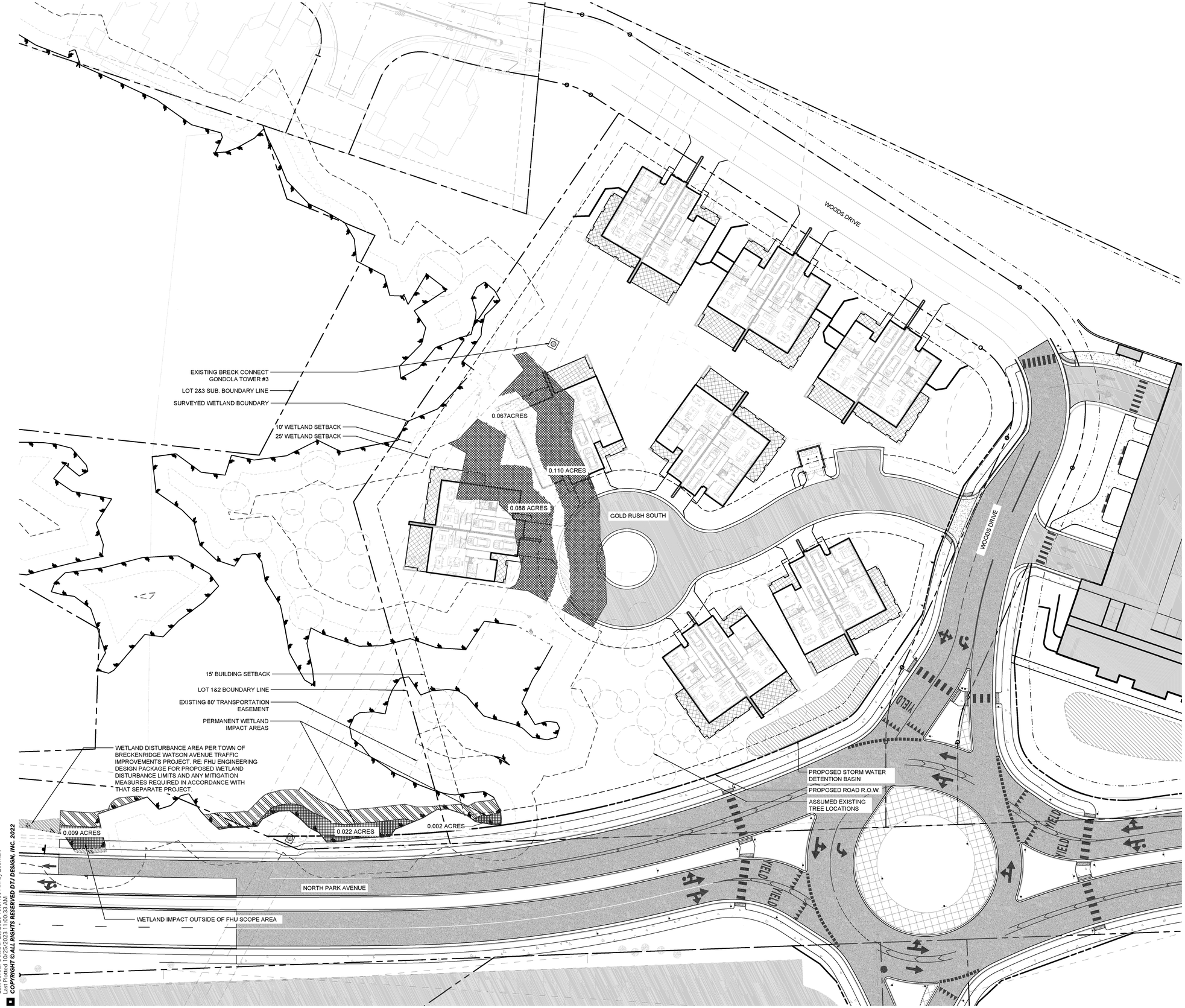
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ISSUE DATE:	10/20/2023
REVISIONS:	

SHEET TITLE:

GOLD RUSH SOUTH SITE PLAN

SHEET NUMBER:

L201



WETLAND DISTURBANCES DIAGRAM LEGEND

- PREVIOUSLY EXEMPTED MAPPED WETLAND ZONES
- PREVIOUSLY EXEMPTED MAPPED WETLAND BUFFER
- PROPOSED WETLAND DISTURBANCE ZONES
- TEMPORARY WETLAND DISTURBANCE ZONES

WETLAND DISTURBANCE TABULATIONS	
CATEGORY	AREA (acres)
PREVIOUS EXEMPTED MAPPED WETLAND ZONES	
Exempted Wetland Zones	0.067
Exempted 25' Wetland Buffer Zones	0.198
PROPOSED WETLAND DISTURBANCE ZONES	
Total Permanent Wetland Disturbance Zones	0.033

NOTE:

1. EXEMPTED WETLAND, AND 25' WETLAND BUFFER AREAS, HAVE BEEN DETERMINED BY BRECKENRIDGE TOWN ENGINEERING DEPARTMENT BASED ON ANALYSIS REPORT PROVIDED BY WETLAND/ENVIRONMENTAL CONSULTANT DURING THE MASTER PLAN REVIEW PROCESS. THE AGGREGATE OF THESE AREAS ARE NOW EXEMPT FROM WETLAND DISTURBANCE CLASSIFICATION FOR DEVELOPMENT REVIEW, BASED ON THESE DETERMINATIONS. THESE AREAS ARE SHOWN FOR CONTEXTUAL REFERENCE ONLY.
2. AREAS CALCULATED ARE BASED ON PROPOSED AND EXISTING PLATTED LOT BOUNDARIES.
3. FINAL DISTURBANCE ZONES TO BE DETERMINED IN FINAL DEVELOPMENT PLAN SUBMITTAL WHEN DETAILED GRADING DESIGN PLANS ARE FINALIZED, AND DISTURBANCE AREAS ARE FURTHER DEFINED.

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ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

DTJ DESIGN, Inc.
3101 Ins Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533

www.dtjdesign.com

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CHECKED BY:	DTJ
PROJECT NO.:	2019026
ISSUE DATE:	10/20/2023
REVISIONS:	

SHEET TITLE:

GOLD RUSH SOUTH WETLAND DISTURBANCE

SHEET NUMBER:

L110

Drawing: U:\2019026 Breckenridge Gondola Lot Dev\05 CAD\Sheets\00 Exhibits+Coordination\06 GRS_SiteDiagrams Wetland Dist.dwg
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LANDSCAPE LEGEND	
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION

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

TREE REMOVAL AND REPLACEMENT LEGEND		
SYMBOL	CATEGORY	QTY.
	EXISTING TREE TO BE PRESERVED	37
TOTAL PRESERVED		37
	EXISTING BUFFER TREE TO BE REMOVED	16
	EXISTING INTERNAL SITE TREE TO BE REMOVED	26
TOTAL REMOVED		43
	BUFFER TREE REPLACEMENT	34
	INTERNAL SITE TREE REPLACEMENT	112
TOTAL REPLACED		156

NOTES

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

1" = 30' 0' 30' 60' 90' NORTH

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DTJ DESIGN, Inc.
3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533

www.dtjdesign.com

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PROJECT NO.:	2019026
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SHEET TITLE:
GOLD RUSH SOUTH PLANTING PLAN

SHEET NUMBER:
L301

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NORTH GONDOLA LOT & GOLD RUSH LOTS

MASTER PLAN AMENDMENT

May 28th, 2024

PROJECT DIRECTORY

APPLICANT
GONDOLA PROPERTIES LLC.
100 S Main Street
Breckenridge, CO 80424
Contact: Graham Frank
Phone: 970.453.883

SURVEYOR
BASELINE SURVEYS LLC
1345 Colo. Hwy. #9
Breckenridge, CO 80424
970.453.7155

ARCHITECT
DTJ DESIGN
3101 Iris Ave.
Boulder, CO, 80301
303.443.7533
Contact: Lee Payne
Email: lpayne@dtjdesign.com

LANDSCAPE ARCHITECT
DTJ DESIGN
3101 Iris Ave.
Boulder, CO, 80301
303.443.7533
Contact: Bill Campie
Email: bcampie@dtjdesign.com

CIVIL ENGINEER
TETRA TECH
719 F Ten Mile Drive/P.O. Box 1906
Frisco, CO 80443
970.423.3420
Contact: Chris Durloo
Email: chris.durloo@tetratech.com

REGIONAL CONTEXT MAP



NORTH

PROJECT LOCATION MAP



NORTH

SHEET INDEX

SHEET	DESCRIPTION
Sheet 01	Cover Sheet
Sheet 02	Existing Site Features
Sheet 03	Site Analysis
Sheet 04	Proposed Site Plan
Sheet 05	Circulation Plan
Sheet 06	Landscape Exhibit
Sheet 07	Phasing Plan
Sheet 08	Overall Composite Utility Plan
Sheet 09	Detailed Composite Utility Plan

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PLANNING
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DTJ DESIGN, Inc.
3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533

www.dtjdesign.com

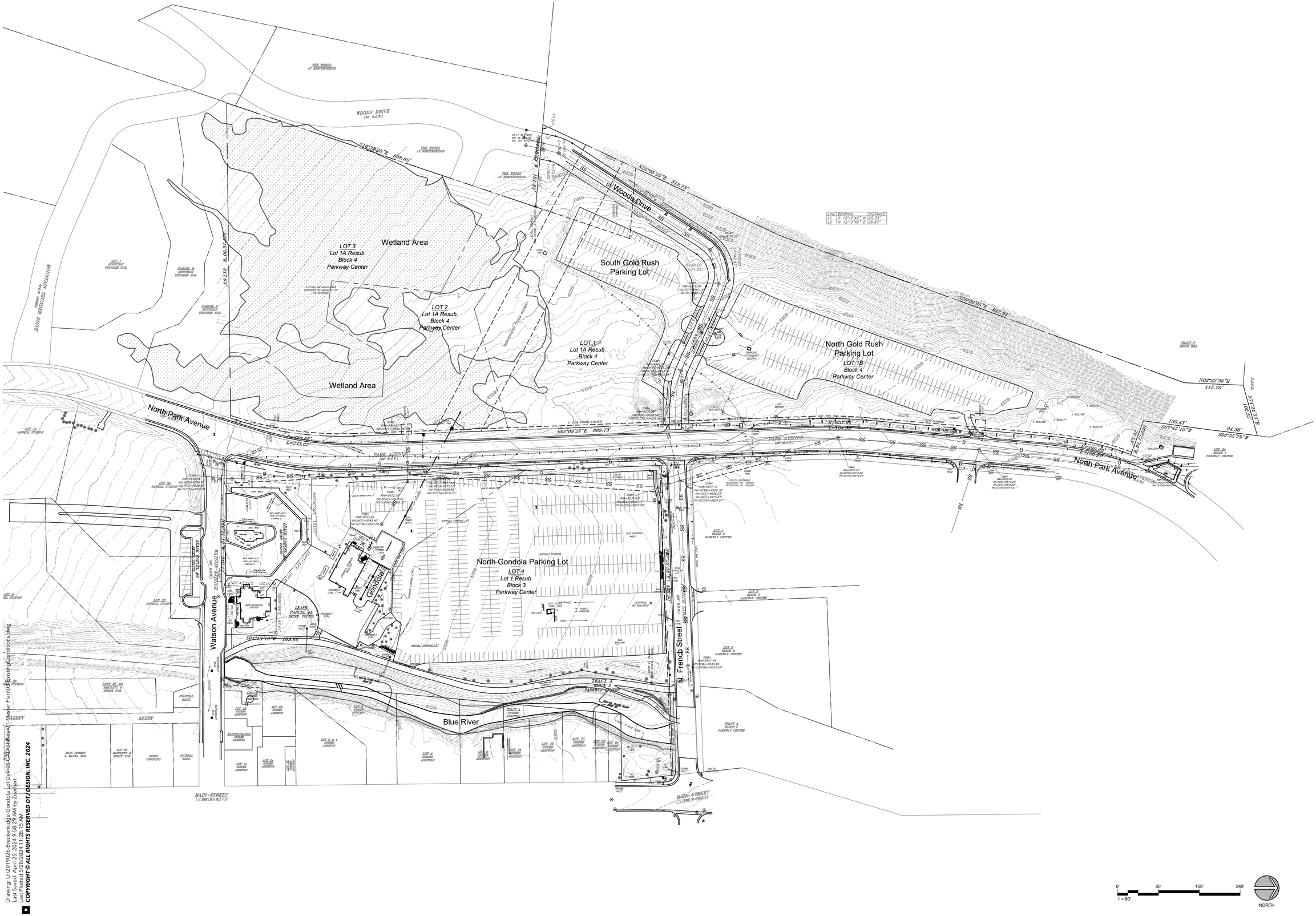
NORTH GONDOLA LOT & GOLD RUSH LOTS
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

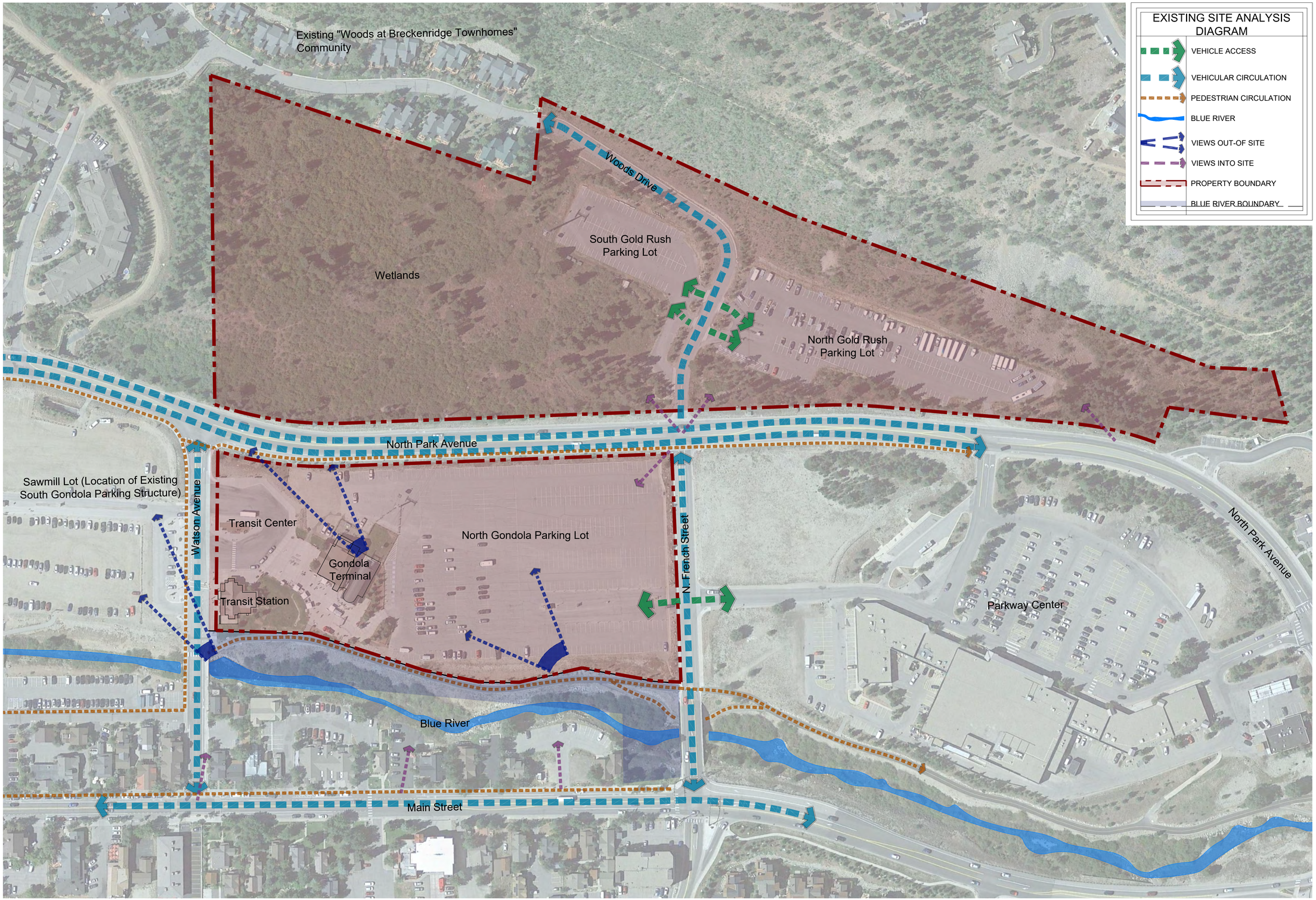
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SHEET TITLE:
COVER SHEET

SHEET NUMBER:
SHEET 01

Drawing: U:\2019026-Breckenridge-Gondola Lot Dev\05 CAD\Sheets\01-Master Plan\01_Cover Sheet.dwg
Last Saved: April 24, 2024 6:43:06 PM by Aferrero
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Wetland Area
LOT 3
Lot 1A Resub.
Block 4
Parkway Center
LOT 2
Lot 1A Resub.
Block 4
Parkway Center
LOT 1
Lot 1A Resub.
Block 4
Parkway Center
Wetland Area
South Gold Rush
Parking Lot
North Gold Rush
Parking Lot
LOT 1B
Block 4
Parkway Center
North Gondola Parking Lot
LOT 4
Lot 1 Resub.
Block 3
Parkway Center
Gondola
Woods Drive
North Park Avenue
Watson Avenue
N. French Street
Blue River
PARK AVENUE
(66' R.O.W.)
WOODS DRIVE
(50' R.O.W.)
MONTAIN THUNDER DRIVE
(R.O.W. VARIES)
THE WOODS AT BRECKENRIDGE
LOT 1A SAWMILL STATION
LOT 3A SAWMILL STATION
LOT 3B SAWMILL STATION
LOT A TSG STATION
LOT 2A TSG STATION
LOT 1 MOUNTAIN THUNDER SUB.
PARCEL B MOUNTAIN THUNDER SUB.
PARCEL C MOUNTAIN THUNDER SUB.
LOTS 65-70 BARTLETT & BRUCE SUB.
JOURNAL BLDG.
MAIN STREET & MAYER SUB.
LOT 69 BARTLETT & BRUCE SUB.
RIVER CROSSING
ALLEY
MAIN STREET
LEASE PARCEL #1
RECEP. 721725
BRECKENRIDGE STATION
LEASE PARCEL #2
RECEP. 721725
LOT 1 BLOCK 3 PARKWAY CENTER
LOT 2 BLOCK 3 PARKWAY CENTER
LOT 4 BLOCK 3 PARKWAY CENTER
LOT 5 BLOCK 3 PARKWAY CENTER
LOT 6 BLOCK 3 PARKWAY CENTER
LOT 1 BLOCK 5 PARKWAY CENTER
LOT 2 BLOCK 5 PARKWAY CENTER
LOT 6A BLOCK 1 PARKWAY CENTER
TRACT A BLOCK 3 PARKWAY CENTER
TRACT A BLOCK 5 PARKWAY CENTER
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NORTH GONDOLA LOT & GOLD RUSH LOTS MASTER PLAN AMENDMENT

BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

DRAWN BY:	DTJ
CHECKED BY:	ZE/BC
PROJECT NO.:	2019026
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	04/26/2024
Planning & Zoning Review	05/28/2024

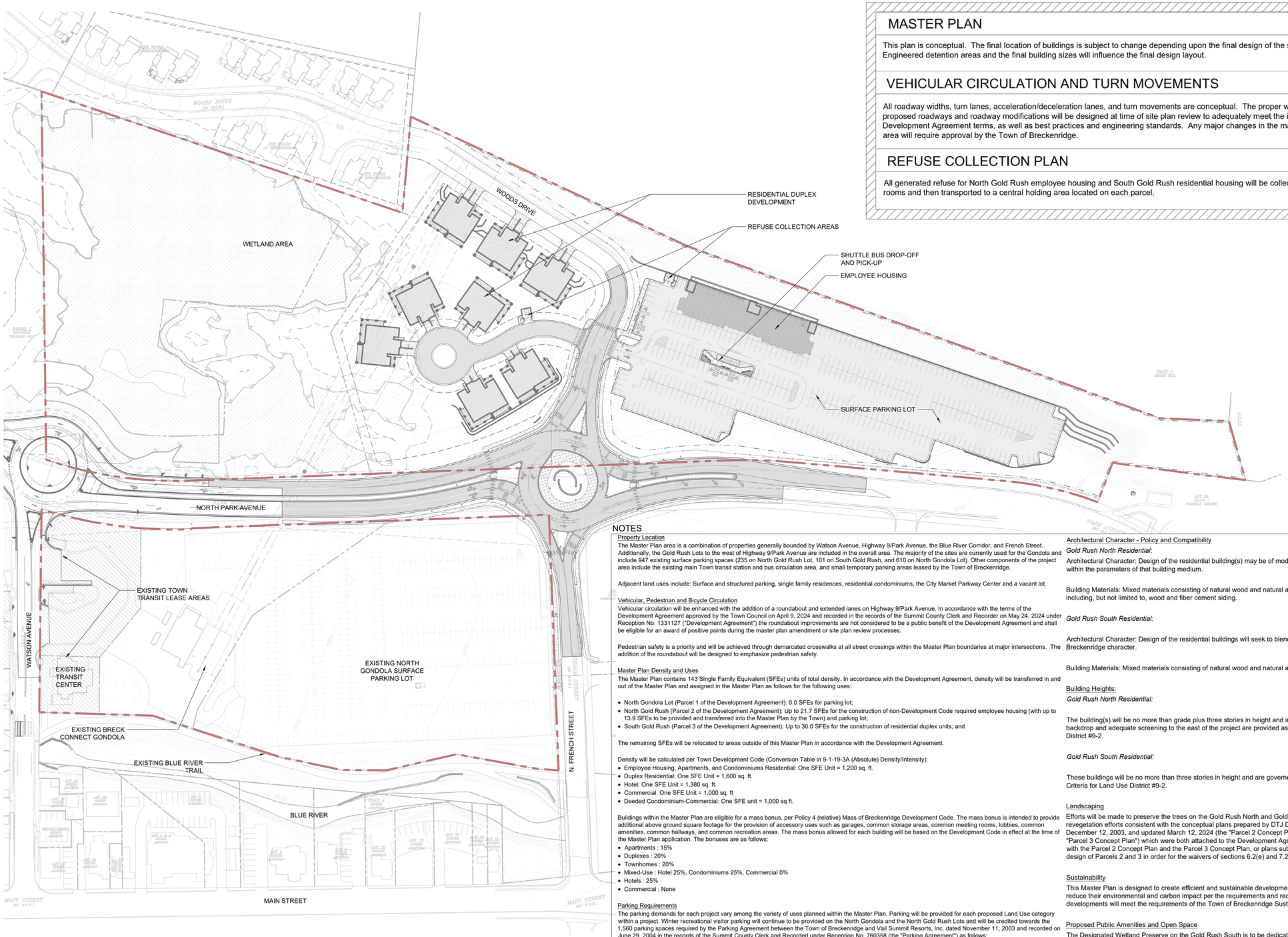
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SITE ANALYSIS

SHEET NUMBER:

SHEET 03

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MASTER PLAN

This plan is conceptual. The final location of buildings is subject to change depending upon the final design of the structures and outdoor spaces. Engineered detention areas and the final building sizes will influence the final design layout.

VEHICULAR CIRCULATION AND TURN MOVEMENTS

All roadway widths, turn lanes, acceleration/deceleration lanes, and turn movements are conceptual. The proper widths, lengths, and size of all proposed roadways and roadway modifications will be designed at time of site plan review to adequately meet the intent of the Master Plan, Development Agreement terms, as well as best practices and engineering standards. Any major changes in the main access points to the Master Plan area will require approval by the Town of Breckenridge.

REFUSE COLLECTION PLAN

All generated refuse for North Gold Rush employee housing and South Gold Rush residential housing will be collected within the building(s) in localized rooms and then transported to a central holding area located on each parcel.

NOTES

Property Location

The Master Plan area is a combination of properties generally bounded by Watson Avenue, Highway 9/Park Avenue, the Blue River Corridor, and French Street. Additionally, the Gold Rush Lots to the west of Highway 9/Park Avenue are included in the overall area. The majority of the sites are currently used for the Gondola and include 947 existing surface parking spaces (235 on North Gold Rush Lot, 101 on South Gold Rush, and 610 on North Gondola Lot). Other components of the project area include the existing main Town transit station and bus circulation area, and small temporary parking areas leased by the Town of Breckenridge.

Adjacent land uses include: Surface and structured parking, single family residences, residential condominiums, the City Market Parkway Center and a vacant lot.

Vehicular, Pedestrian and Bicycle Circulation

Vehicular circulation will be enhanced with the addition of a roundabout and extended lanes on Highway 9/Park Avenue. In accordance with the terms of the Development Agreement approved by the Town Council on April 9, 2024 and recorded in the records of the Summit County Clerk and Recorder on May 24, 2024 under Reception No. 1331127 ("Development Agreement") the roundabout improvements are not considered to be a public benefit of the Development Agreement and shall be eligible for an award of positive points during the master plan amendment or site plan review processes.

Pedestrian safety is a priority and will be achieved through demarcated crosswalks at all street crossings within the Master Plan boundaries at major intersections. The addition of the roundabout will be designed to emphasize pedestrian safety.

Master Plan Density and Uses

The Master Plan contains 143 Single Family Equivalent (SFEs) units of total density. In accordance with the Development Agreement, density will be transferred in and out of the Master Plan and assigned in the Master Plan as follows for the following uses:

- North Gondola Lot (Parcel 1 of the Development Agreement): 0.0 SFEs for parking lot;
- North Gold Rush (Parcel 2 of the Development Agreement): Up to 21.7 SFEs for the construction of non-Development Code required employee housing (with up to 13.9 SFEs to be provided and transferred into the Master Plan by the Town) and parking lot;
- South Gold Rush (Parcel 3 of the Development Agreement): Up to 30.0 SFEs for the construction of residential duplex units; and

The remaining SFEs will be relocated to areas outside of this Master Plan in accordance with the Development Agreement.

Density will be calculated per Town Development Code (Conversion Table in 9-1-19-3A (Absolute) Density/Intensity):

- Employee Housing, Apartments, and Condominiums Residential: One SFE Unit = 1,200 sq. ft.
- Duplex Residential: One SFE Unit = 1,600 sq. ft.
- Hotel: One SFE Unit = 1,380 sq. ft.
- Commercial: One SFE Unit = 1,000 sq. ft
- Deeded Condominium-Commercial: One SFE unit = 1,000 sq ft.

Buildings within the Master Plan are eligible for a mass bonus, per Policy 4 (relative) Mass of Breckenridge Development Code. The mass bonus is intended to provide additional above ground square footage for the provision of accessory uses such as garages, common storage areas, common meeting rooms, lobbies, common amenities, common hallways, and common recreation areas. The mass bonus allowed for each building will be based on the Development Code in effect at the time of the Master Plan application. The bonuses are as follows:

- Apartments : 15%
- Duplexes : 20%
- Townhomes : 20%
- Mixed-Use : Hotel 25%, Condominiums 25%, Commercial 0%
- Hotels : 25%
- Commercial : None

Parking Requirements

The parking demands for each project vary among the variety of uses planned within the Master Plan. Parking will be provided for each proposed Land Use category within a project. Winter recreational visitor parking will continue to be provided on the North Gondola and the North Gold Rush Lots and will be credited towards the 1,560 parking spaces required by the Parking Agreement between the Town of Breckenridge and Vail Summit Resorts, Inc. dated November 11, 2003 and recorded on June 29, 2004 in the records of the Summit County Clerk and Recorded under Reception No. 760358 (the "Parking Agreement") as follows:

- The North Gondola Lot: The historic existing 610 parking spaces for winter recreational visitors will be credited towards the above Parking Agreement parking space requirements irrespective of any landscaping, lighting, and drainage/stormwater improvements constructed on the lot per the terms of the Development Agreement.
- The North Gold Rush Lot: A minimum of 400 parking spaces for winter recreational visitors, or other proposed and approved amount, as a continuation of the historic use of the property for overflow parking, will be provided and will be credited towards the Parking Agreement parking space requirements.

The above winter recreational visitor parking spaces may be used outside of the winter season for guest parking, employee parking, or other parking purposes allowed by the Development Code.

The Master Plan will accommodate the minimum required parking as listed below per section 9-3-8: OFF STREET PARKING REQUIREMENT SUBSECTION B, unless an alternative amount is reviewed and approved by the Town:

- Duplexes/Townhomes: 1.5 spaces per duplex unit,1.5 spaces per townhome unit/1-bedroom and larger
- Employee Housing Apartment-Residential: 1 space per unit/efficiency unit,1.5 spaces per unit/1-bedroom or larger

Architectural Character - Policy and Compatibility

Gold Rush North Residential:

Architectural Character: Design of the residential building(s) may be of modular construction and will seek to create a residential feel within the parameters of that building medium.

Building Materials: Mixed materials consisting of natural wood and natural appearing fiber cement materials and mixed colors, including, but not limited to, wood and fiber cement siding.

Gold Rush South Residential:

Architectural Character: Design of the residential buildings will seek to blend into the surrounding neighborhoods and the greater Breckenridge character.

Building Materials: Mixed materials consisting of natural wood and natural appearing fiber cement materials and mixed colors.

Building Heights:

Gold Rush North Residential:

The building(s) will be no more than grade plus three stories in height and integrated into the western hillside so that an appropriate backdrop and adequate screening to the east of the project are provided as allowed by the General Design Criteria for Land Use District #9-2.

Gold Rush South Residential:

These buildings will be no more than three stories in height and are governed by the recommended height of the General Design Criteria for Land Use District #9-2.

Landscaping

Efforts will be made to preserve the trees on the Gold Rush North and Gold Rush South Lots along Park Avenue and provide revegetation efforts consistent with the conceptual plans prepared by DTJ Design, reviewed and approved by the Town Council on December 12, 2003, and updated March 12, 2024 (the "Parcel 2 Concept Plan") and the November 14, 2003 DTJ Design Plan (the "Parcel 3 Concept Plan") which were both attached to the Development Agreement. Preservation and revegetation efforts consistent with the Parcel 2 Concept Plan and the Parcel 3 Concept Plan, or plans substantially similar thereto, shall be incorporated in the design of Parcels 2 and 3 in order for the waivers of sections 6.2(e) and 7.2(c) of the Development Agreement to become effective.

Sustainability

This Master Plan is designed to create efficient and sustainable developments. The individual developments will explore ways to reduce their environmental and carbon impact per the requirements and recommendations of the Development Code. Additionally, the developments will meet the requirements of the Town of Breckenridge Sustainability Building Code section 8-4 (Ord. 29, Series 2008).

Proposed Public Amenities and Open Space

The Designated Wetland Preserve on the Gold Rush South is to be dedicated fee simple to the Town of Breckenridge, and will be protected as a part of this Master Plan. Such dedication is not considered a public benefit of the Development Agreement and shall be eligible for an award of positive points during the master plan amendment or site plan review processes.

Development Agreement Terms and Vesting

The terms, conditions, and provisions of this Master Plan, as modified by this amendment, are subject the Development Agreement and the extended vesting property rights provided for in the Development Agreement. The Development Agreement specifically established a vesting period of five years for this Master Plan, beginning from the effective date of this first amendment. Interested parties should review the Development Agreement and contact the Town of Breckenridge Department of Community Development for further information.

Amendment

This First Amendment to the Master Plan is approved by Development Permit PL-2024-0118.

0' 80' 160' 240'
1 = 80'
NORTH

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DTJ DESIGN, Inc.
3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533

www.dtjdesign.com

NORTH GONDOLA LOT & GOLD RUSH LOTS
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

DRAWN BY:	DTJ
CHECKED BY:	ZE/BC
PROJECT NO.:	2019026
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	04/26/2024
Planning & Zoning Review	05/28/2024

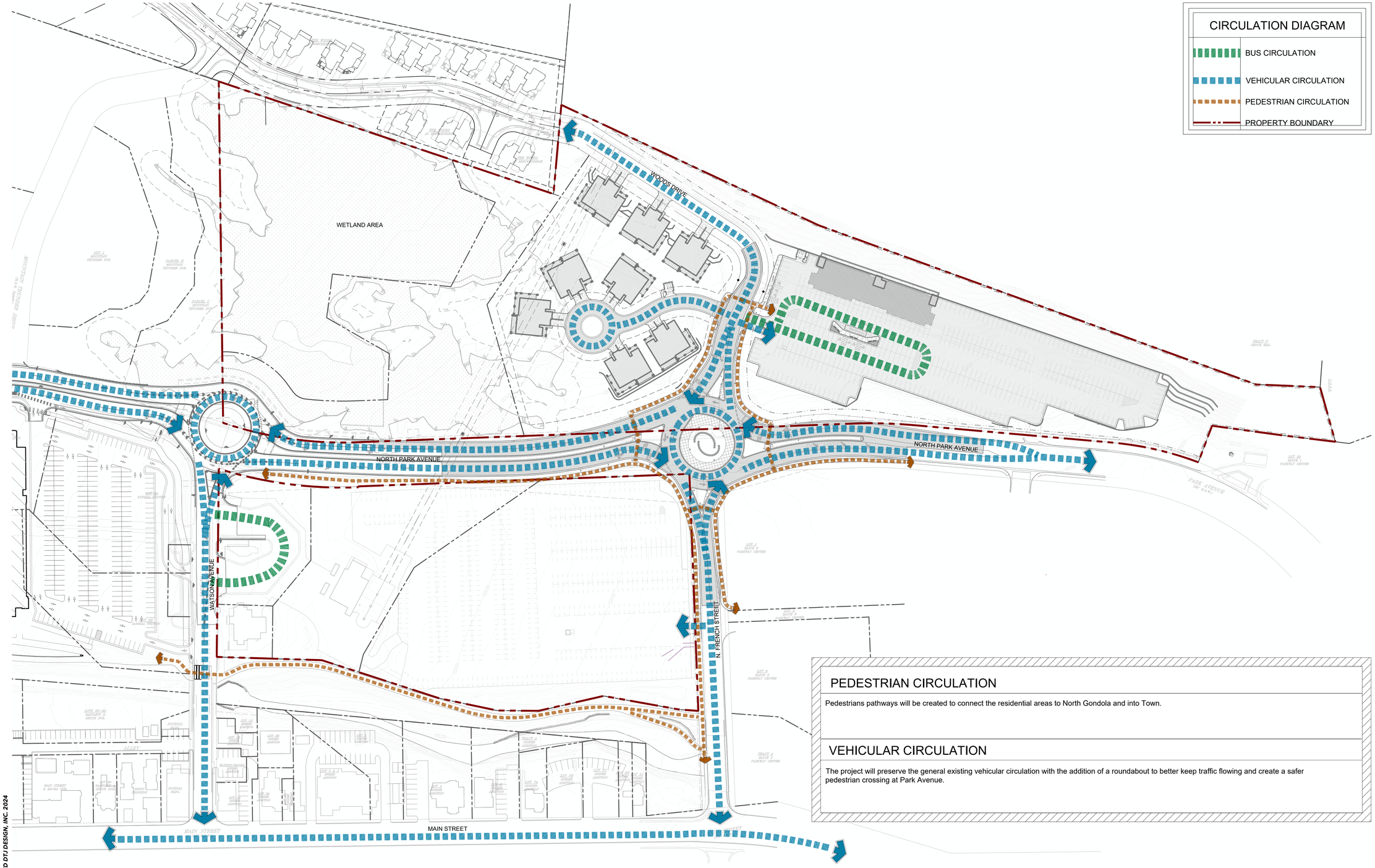
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PROPOSED SITE PLAN

SHEET NUMBER:

SHEET 04

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PEDESTRIAN CIRCULATION

Pedestrians pathways will be created to connect the residential areas to North Gondola and into Town.

VEHICULAR CIRCULATION

The project will preserve the general existing vehicular circulation with the addition of a roundabout to better keep traffic flowing and create a safer pedestrian crossing at Park Avenue.

0' 80' 160' 240'
1 = 80'

NORTH

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Boulder, Colorado 80301
T 303.443.7533

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MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

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PROJECT NO.: 2019026
ISSUE DATE: 04/26/2024
REVISIONS:
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Planning & Zoning Review 05/28/2024

SHEET TITLE:
CIRCULATION PLAN

SHEET NUMBER:
SHEET 05

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LANDSCAPE LEGEND

	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION

TREE LEGEND

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

TREE REMOVAL AND REPLACEMENT LEGEND

SYMBOL	CATEGORY
	EXISTING TREE TO BE PRESERVED
TOTAL PRESERVED	
	EXISTING BUFFER TREE TO BE REMOVED
	EXISTING INTERNAL SITE TREE TO BE REMOVED
TOTAL REMOVED	
	BUFFER TREE REPLACEMENT
	INTERNAL SITE TREE REPLACEMENT
TOTAL REPLACED	

NOTES

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

*PROPOSED CONCEPTUAL LANDSCAPE BUFFER DIAGRAM

0' 80' 160' 240'
1 = 80'

NORTH

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Boulder, Colorado 80301
T 303.443.7533

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MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
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Planning & Zoning Review	04/26/2024
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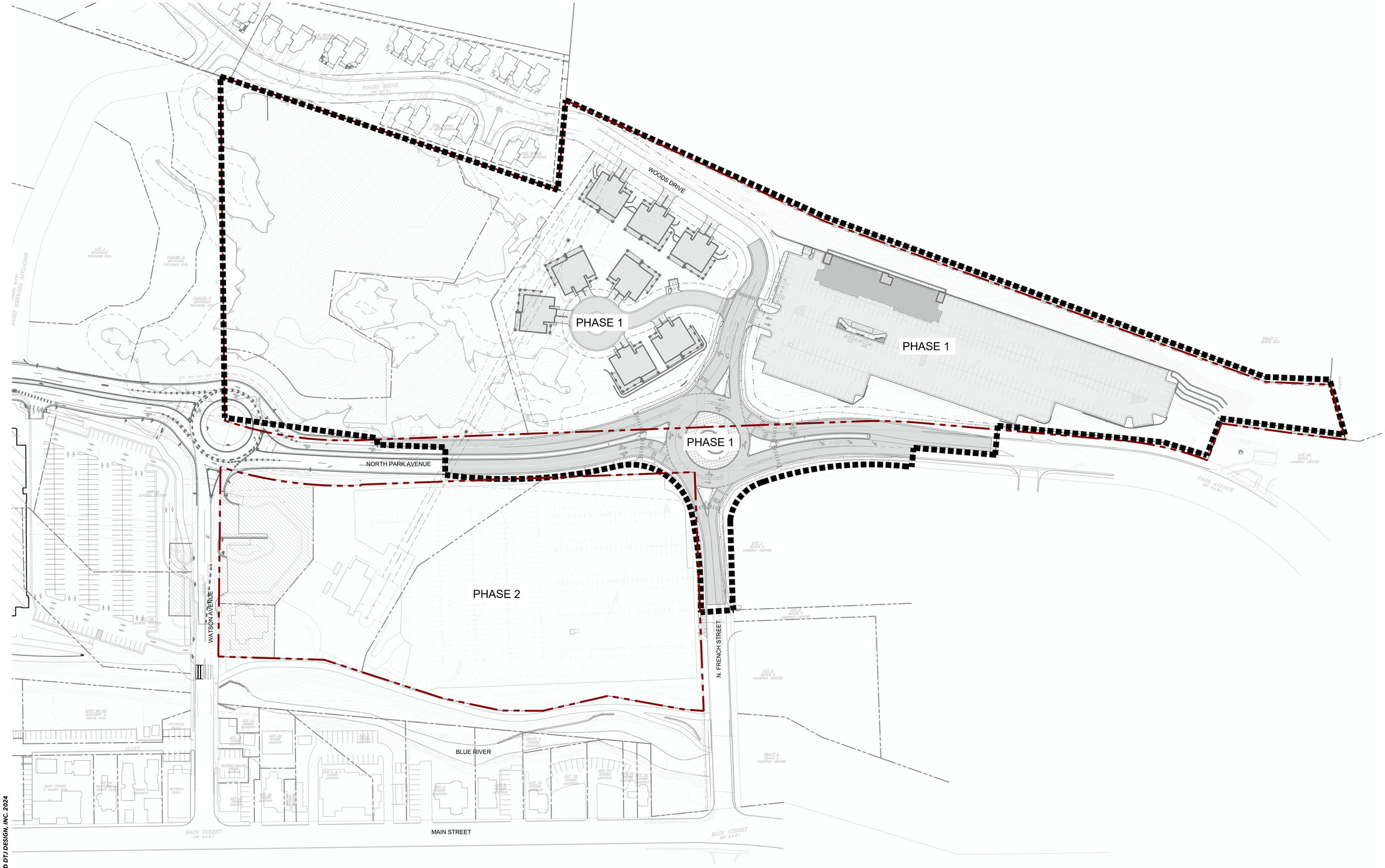
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LANDSCAPE EXHIBIT

SHEET NUMBER:

SHEET 06

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0' 80' 160' 240'
1 = 80'

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Boulder, Colorado 80301
T 303.443.7533

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MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
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SHEET TITLE:

PHASING PLAN

SHEET NUMBER:

SHEET 07

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1. SHALLOW UTILITY DESIGN TO BE PROVIDED BY XCEL ENERGY AND ALLO COMMUNICATION.

THE WOODS AT BRECKENRIDGE
RESIDENTIAL SINGLE FAMILY, DUPLEX, OR TOWNHOME DEVELOPMENT
WOODS DRIVE
DETENTION POND
EMPLOYEE HOUSING
WETLAND AREA (TYP.)
25' WETLAND SETBACK (TYP.)
WETLAND PRESERVE AREA
LOT 3 LOT 1A RESUB BLOCK 4 PARKWAY CENTER
PARCEL B MOUNTAIN THUNDER SUB.
PARCEL C MOUNTAIN THUNDER SUB.
LOT 2 LOT 1A RESUB BLOCK 4 PARKWAY CENTER
GONDOLA CENTERLINE
LOT 1 LOT 1A RESUB BLOCK 4 PARKWAY CENTER
TRACT P SHOCK HILL COMMON AREA/OPEN SPACE
LOT 1B BLOCK 4 PARKWAY CENTER
LOT 1A SAWMILL STATION
LOT 3A SAWMILL STATION
CO SH NO. 9 / NORTH PARK AVENUE 80' R.O.W.
LOT A BLOCK 1 PARKWAY CENTER
DETENTION POND
LOT 6 LOT 1 RESUB BLOCK 3 PARKWAY CENTER
LOT 5 LOT 1 RESUB BLOCK 3 PARKWAY CENTER
UNDERGROUND DETENTION
LOT 1 BLOCK 2 PARKWAY CENTER
DETENTION POND
LEASE PARCEL #3 RECEP. 721375
LEASE PARCEL #2 RECEP. 721375
WATSON AVENUE 60' R.O.W.
LOT 4 LOT 1 RESUB BLOCK 3 PARKWAY CENTER
LOT 3B SAWMILL STATION
LEASE PARCEL #1 RECEP. 721375
LOT 5 BLOCK 2 PARKWAY CENTER
LOT 6 BLOCK 2 PARKWAY CENTER
BRECKENRIDGE TRANSIT STATION
LOT 4 SAWMILL STATION
UNDERGROUND DETENTION
GONDOLA TERMINAL BUILDING
DETENTION POND
LOTS 85-90 BARTLETT & SHOCK SUB.
BLUE RIVER
TRACT A BLOCK 3 PARKWAY CENTER
FRENCH STREET 60' R.O.W.
GONDOLA TERMINAL
100-YEAR FLOODPLAIN
TRACT A BLOCK 2 PARKWAY CENTER
BLUE RIVER RECREATION PATH
MAIN ST 68' R.O.W.

LEGEND

EXISTING

- SANITARY SEWER LINE
- WATER LINE
- STORM SEWER LINE
- CULVERT
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- STORM SEWER INLET
- STORM SEWER STRUCTURE
- ELECTRIC LINE
- COMMUNICATION LINE
- GAS LINE
- LIGHT POLE
- ELECTRIC TRANSFORMER
- COMMUNICATION VAULT
- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT
- SECTION LINE
- MINOR CONTOUR (9551)
- MAJOR CONTOUR (9550)

EXISTING (CONT.)

- 100-YR FLOODPLAIN
- EDGE OF RIVER
- WETLAND SETBACK
- SURVEY MONUMENT
- RETAINING WALL
- ASPHALT
- CONCRETE
- SNOWMELTED PAVEMENT
- WETLAND AREA
- RIPRAP
- TREE

PROPOSED

- RIGHT-OF-WAY LINE
- EASEMENT
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT/HARDSCAPE
- SANITARY SEWER LINE
- WATER LINE
- STORM SEWER LINE
- SANITARY SEWER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- FLARED END SECTION
- STORM SEWER INLET
- STORM SEWER MANHOLE
- STORM SEWER WATER QUALITY VAULT
- STORM SEWER TRENCH DRAIN
- GAS LINE
- ELECTRIC LINE
- ELECTRIC TRANSFORMER
- MAJOR CONTOUR
- MINOR CONTOUR
- FENCE

0 50' 100' 200'
SCALE: 1" = 100'

Drawing: O:\Projects\Breckenridge\325517\200-325517-21001\CAD\SheetFiles\C-107 OVERALL COMPOSITE UTILITY PLAN.dwg
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3101 Iris Avenue, Suite 130
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T 303.443.7533

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Frisco, Colorado 80435
T 970.423.3420

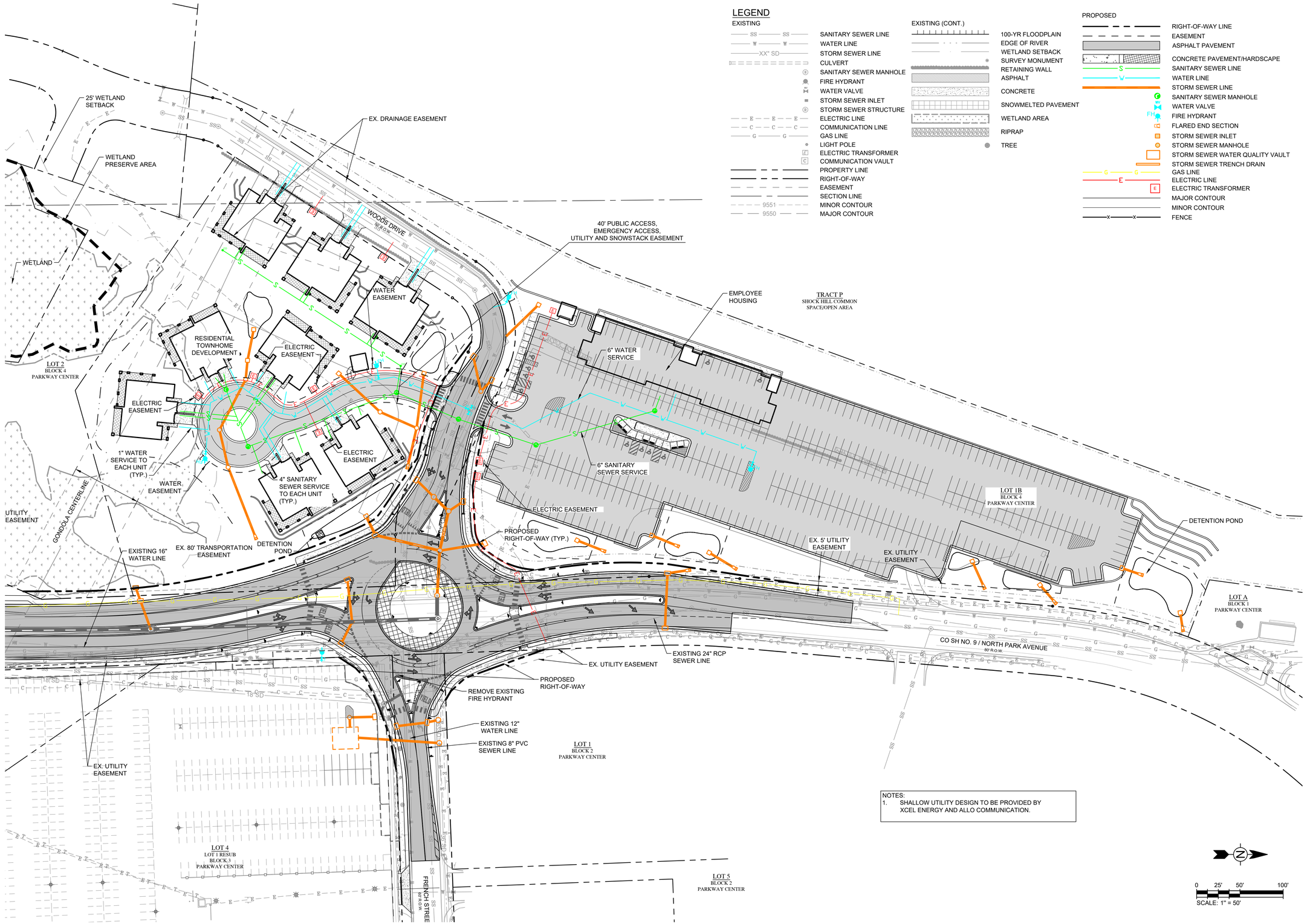
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NORTH GONDOLA LOT & GOLD RUSH LOTS
MASTER PLAN REVIEW
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

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SHEET TITLE:
OVERALL COMPOSITE UTILITY PLAN

SHEET NUMBER:
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3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533
www.dtjdesign.com
TETRA TECH
719F Ten Mile Drive
Frisco, Colorado 80435
T 970.423.3420
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REVISIONS:

SHEET TITLE:
DETAILED COMPOSITE UTILITY PLAN

SHEET NUMBER:
SHEET 09

Drawing: O:\Projects\Breckenridge\325517\200-325517-21001\CAD\SheetFiles\C-109 DETAILED COMPOSITE UTILITY PLAN.dwg
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SOUTH GOLD RUSH / PARCEL 3

355 N. PARK AVE, BRECKENRIDGE, CO, 80424

FINAL CLASS A SITE PLAN SUBMITTAL

SEPTEMBER 23, 2024

PROJECT DIRECTORY

OWNER:	
BRECKENRIDGE GRAND VACATIONS 100 S Main Street Breckenridge, CO 80424 tel. 970-453-8883 email. gfrank@breckenridgegrandvacations.com Contact: Graham Frank	
SURVEYOR:	
BASELINE SURVEYS, LLC P.O. Box 7578 13541 Colo. HWY #9 tel. 970-453-7155	
ARCHITECT:	
DTJ DESIGN, INC. 3101 Iris Avenue, Suite 130 Boulder, Colorado 80301 tel. 303-443-7533 fax. 303-443-7534 email. lpayne@dtjdesign.com Contact: Lee Payne	
LANDSCAPE ARCHITECT:	
DTJ DESIGN, INC. 3101 Iris Avenue, Suite 130 Boulder, Colorado 80301 tel. 303-443-7533 fax. 303-443-7534 email. bcampie@dtjdesign.com Contact: Bill Campie	
CIVIL ENGINEER:	
TETRA TECH 130 Ski Hill RD, Suite 140 Breckenridge, CO 80424 tel. 970-453-4579 Contact: Chris Durloo	

CONCEPTUAL RENDERING



NOTE: RENDERING IS FOR PRESENTATION PURPOSES ONLY AND IS NOT TO BE CONSIDERED PART OF THE CONTRACT DOCUMENTS

PROJECT INFORMATION

ADDRESS:	355 N. PARK AVE. BRECKENRIDGE, CO 80424
LAND USE DISTRICT:	DISTRICT 9.2
LEGAL DESCRIPTION:	Lot 1,Gondola Lots, Filing No.1, A resubdivision of Lot 1A, Block 4, Parkway Center Subdivision, Filing No. 1 Amended & Tract Q, Shock Hill Subdivision Located in Section 36 Township 6 South, Range 77 West and Section 36 Township 6 South, Rage 78 West of the 6th P.M. Summit County, Colorado

SIGNATURE BLOCK

UPON THE ISSUANCE OF A DEVELOPMENT PERMIT BY THE TOWN OF BRECKENRIDGE, THIS SITE PLAN SHALL BE BINDING UPON THE APPLICANT, AND THE APPLICANT'S SUCCESSORS AND ASSIGNS, UNTIL SUCH TIME AS THE TOWN HAS ISSUED A FINAL CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE. PRIOR TO THE ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLIANCE, THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS, AND LIMITATIONS SET FORTH HEREIN AND IN THE DEVELOPMENT PERMIT FOR THIS SITE. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY IN ACCORDANCE WITH THE BRECKENRIDGE DEVELOPMENT CODE. THIS DOCUMENT REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN THE APPLICANT AND THE TOWN OF BRECKENRIDGE WITH REGARD TO DEVELOPMENT RIGHTS AND DENSITY REMAINING ON THIS SITE.

SHEET INDEX

NUMBER	SHEET LIST
EX-A3	Unnamed
GENERAL	
G001	COVER SHEET
CIVIL	
C-001	LEGEND AND ABBREVIATIONS
C-100	EXISTING CONDITIONS PLAN
C-106	CIVIL SITE PLAN
C-107	GRADING AND DRAINAGE PLAN
C-108	COMPOSITE UTILITY PLAN
C-109	PRIVATE STREET PLAN AND PROFILE
C-200	CIVIL DETAILS
EX-A2	PROPOSED DRAINAGE BASIN PLAN
LANDSCAPE	
L100	LANDSCAPE SITE PLAN
L101	LOT COVERAGE PLAN
L102	CIRCULATION PLAN
L103	SNOW MANAGEMENT PLAN
L104	EXISTING TREE MANAGEMENT
L105	WETLAND DISTURBANCE
L200	PLANTING PLAN
L201	PLANTING PLAN
L202	PLANT SCHEDULE
L300	SITE DETAILS
L400	ILLUSTRATIVE PLAN
ARCHITECTURE	
A100	PLANS - BUILDING 1
A101	PLANS - BUILDING 2
A102	PLANS - BUILDING 3
A103	PLANS - BUILDING 3
A200	ELEVATIONS - BUILDING 1 - SCHEME 1
A201	ELEVATIONS - BUILDING 1 - SCHEME 2
A202	ELEVATIONS - BUILDING 2 - SCHEME 1
A203	ELEVATIONS - BUILDING 2 - SCHEME 2
A204	ELEVATIONS - BUILDING 2 - SCHEME 3
A205	ELEVATIONS - BUILDING 3 - SCHEME 1
A206	ELEVATIONS - BUILDING 3 - SCHEME 2
A207	ELEVATIONS - BUILDING 3 - SCHEME 3
A208	TRASH ENCLOSURE
A210	BUILDING 1 SECTIONS
A211	BUILDING 2 SECTIONS
A212	BUILDING 3 SECTIONS
A301	SOLAR STUDY
A302	MATERIAL BOARD

VICINITY MAP



dtj DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE
ARCHITECTURE

DTJ DESIGN, Inc.
3101 Iris Avenue, Ste. 130
BOULDER, CO 80301
T 303.443.7533

www.dtjdesign.com

SOUTH GOLD RUSH / PARCEL 3
LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

DRAWN BY: OL/MM/JK/JM
CHECKED BY: DTJ
PROJECT NO: 2024019.30
ISSUE DATE: 09/23/2024
REVISIONS:

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
G001

Drawing: Autodesk Docs://2024018.30 Gold Rush South/Gold Rush South.rvt
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PROJECT CONTACT INFORMATION

TETRA TECH
CONTACT: Christopher Durloo
(970) 423-3420
chris.durloo@tetratech.com

LEGEND

EXISTING

- SANITARY SEWER LINE
- WATER LINE
- STORM SEWER LINE
- CULVERT
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- STORM SEWER INLET
- STORM SEWER STRUCTURE
- ELECTRIC LINE
- COMMUNICATION LINE
- GAS LINE
- LIGHT POLE
- ELECTRIC TRANSFORMER
- COMMUNICATION VAULT
- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT
- SECTION LINE
- MINOR CONTOUR
- MAJOR CONTOUR
- 100-YR FLOODPLAIN
- EDGE OF RIVER
- WETLAND SETBACK
- SURVEY MONUMENT
- RETAINING WALL
- ASPHALT
- CONCRETE
- SNOWMELTED PAVEMENT
- WETLAND AREA
- RIPRAP
- TREE
- EXISTING SLOPE GREATER THAN 50%
- EXISTING MAJOR CONTOURS (5' INT.)
- EXISTING MINOR CONTOURS (1' INT.)

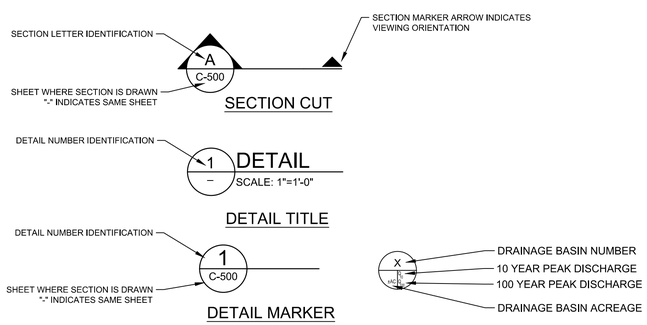
PROPOSED

- RIGHT-OF-WAY LINE
- EASEMENT
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT/HARDSCAPE
- SANITARY SEWER LINE
- WATER LINE
- STORM SEWER LINE
- SANITARY SEWER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- FLARED END SECTION
- STORM SEWER INLET
- STORM SEWER MANHOLE
- STORM SEWER WATER QUALITY VAULT
- STORM SEWER TRENCH DRAIN
- ELECTRIC LINE
- ELECTRIC TRANSFORMER
- MAJOR CONTOUR
- MINOR CONTOUR
- FENCE
- WETLAND IMPACT AREA
- POINT OF ANALYSIS
- PROPOSED DRAINAGE BASIN
- PROPOSED FLOW ARROW
- PROPOSED DRYWELL LOCATION

ABBREVIATIONS

AC	ACRE
ABC	AGGREGATE BASE COURSE
BFP	BACK FLOW PREVENTOR
BVCS	BEGIN VERTICAL CURVE STATION
C	CHORD
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CFS	CUBIC FEET PER SECOND
CL	CENTERLINE, CLASS
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CY	CUBIC YARD
E	EASTING
EG	EXISTING GRADE
EL	ELEVATION
ELEC	ELECTRICAL
EOA	EDGE OF ASPHALT
EOG	EDGE OF GRAVEL
EOR	EDGE OF ROAD
EVCS	END VERTICAL CURVE STATION
FES	FLARED END SECTION
FF	FINISH FLOOR
FG	FINISH GRADE
FT, '	FOOT, FEET
FH	FIRE HYDRANT
HDPE	HIGH DENSITY POLYETHYLENE
HGL	HYDRAULIC GRADE LINE
HORIZ	HORIZONTAL
HMA	HOT MIX ASPHALT
IN, "	INCH
INV	INVERT
L	LENGTH, LEFT, LINE
LF	LINEAR FEET
MH	MANHOLE
N	NORTH, NORTHING
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
NO.	NUMBER
NTS	NOT TO SCALE
OFF	OFFSET
PC	POINT OF CURVATURE
PH	PHASE
PI	POINT OF INTERSECTION
PSV	PRESSURE SUSTAINING VALVE
PT	POINT OF TANGENCY
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS, RIGHT
R/W	RIGHT-OF-WAY
RCBC	REINFORCED CONCRETE PIPE, BOX CULVERT
RCP	REINFORCED CONCRETE PIPE
RCPA	REINFORCED CONCRETE PIPE, ARCH
S	SOUTH
STA	STATION
SHT	SHEET
SWMP	STORMWATER MANAGEMENT PLAN
TBOC	TOP BACK OF CURB
TOC	TOP OF CONCRETE
TYP	TYPICAL
USFS	UNITED STATES FOREST SERVICE
VBH	VAULT BLOCK HOUSE
VERT	VERTICAL
W	WEST

MARKER DESCRIPTORS



TETRA TECH ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS (HORIZONTAL AND VERTICAL). THE EXISTING UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

811 Know what's below. Call before you dig.

Utility Notification
Center of Colorado
Administrative Office 303-232-1991
16361 Table Mountain Parkway
Golden, Co 80215

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

dtj DESIGN
TETRA TECH
719 F Ten Mile Drive/ PO Box 1906
Frisco, Colorado 80443
T 970.453.6394
www.tetratech.com

SOUTH GOLD RUSH / PARCEL 3
LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY: ACR
CHECKED BY: CDD
PROJECT NO.: 200-325517-21001
ISSUE DATE: 07/30/2024
REVISIONS: 10/28/2024

SHEET TITLE: LEGEND AND ABBREVIATIONS

SHEET NUMBER: C-001

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THE WOODS
AT BRECKENRIDGE

TRACT P
SHOCK HILL COMMON
AREA/OPEN SPACE

LOT 3

EXISTING BOULDER WALL (TYP)

BRECK CONNECT GONDOLA

EXISTING TRANSPORTATION SYSTEM EASEMENT

LIFT TOWER #3

EXISTING DRAINAGE EASEMENT

EXISTING PAVEMENT EDGE

PARKING LOT

EXISTING SIGN (TYP)

WETLAND BOUNDARY (TYP)

GONDOLA LOTS FILING NO.1

LOT 1
EXISTING LOT AREA 3.5933 AC

SOUTH WOODS DRIVE 50' ROW

8" DIP WATER LINE

LOT 2

LOT 1B
BLOCK 4
PARKWAY CENTER

8" PVC SANITARY SEWER LINE

WETLAND SETBACK

18" STORM SEWER LINE

36" HDPE CULVERT

LIFT TOWER #4

EXISTING 5' UTILITY EASEMENT

CO SH NO.9/ NORTH PARK AVENUE
80' ROW

LOT 5

GONDOLA LOTS
FILING NO. 2

LOT 4

N

0 20' 40' 80'
1" = 40'

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SOUTH GOLD RUSH / PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO

FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY:	ACR
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PROJECT NO.:	200-325517-21001
ISSUE DATE:	07/30/2024
REVISIONS:	10/28/2024

SHEET TITLE:
EXISTING
CONDITIONS PLAN

SHEET NUMBER:
C-100

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LOT 1
EXISTING LOT AREA 3.5933 AC
FUTURE LOT AREA 3.4099 AC

THE WOODS
AT BRECKENRIDGE

TRACT P
SHOCK HILL COMMON
AREA/OPEN SPACE

4' WIDE CONCRETE PAN (TYP)

PROPOSED LIGHT POLE TOWN PROVIDENCE LIGHT FIXTURE

REMOVE EXISTING BOULDER RETAINING WALL

EXISTING BOULDER WALL - (TYP)

CONCRETE RETAINING WALL WITH NATURAL STONE VENEER (TYP)

PROPOSED BUILDING
2 DUPLEX UNITS

CONCRETE DRIVEWAY (TYP)

LOT 3

GONDOLA LOTS
FILING NO. 1

WETLAND BOUNDARY (TYP)

25' WETLAND SETBACK

PROPOSED REFUSE COLLECTION ENCLOSURE

20.00' ACCESS AND UTILITY EASEMENT

WOODS DRIVE
50' ROW

PROPOSED LIGHT POLE TOWN PROVIDENCE LIGHT FIXTURE

FUTURE NORTH GOLD RUSH
SITE IMPROVEMENTS
NOT PART OF THIS PROJECT

11.00'
13.00'

3' WIDE CONCRETE PAN

29.00'

PRIVATE STREET
SEE PLAN AND
PROFILE SHEET C-109

(2) PARKING STALLS
9'X18'

LOT 1B
BLOCK 4
PARKWAY CENTER

RELOCATE EXISTING TOWN LIGHT POLE TO NEW LOCATION

LOT 2

25' WETLAND SETBACK

DRY STACK ROCK RETAINING WALLS

FUTURE RIGHT OF WAY LINE FOR N FRENCH STREET ROUNDABOUT PROJECT

FUTURE N. FRENCH STREET
ROUNDABOUT IMPROVEMENTS
NOT PART OF THIS PROJECT

CO SH NO.9/ NORTH PARK AVENUE
80' ROW

GONDOLA LOTS
FILING NO. 2

LOT 4

LOT 5

0 20' 40' 80'
1" = 40'

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SOUTH GOLD RUSH / PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO

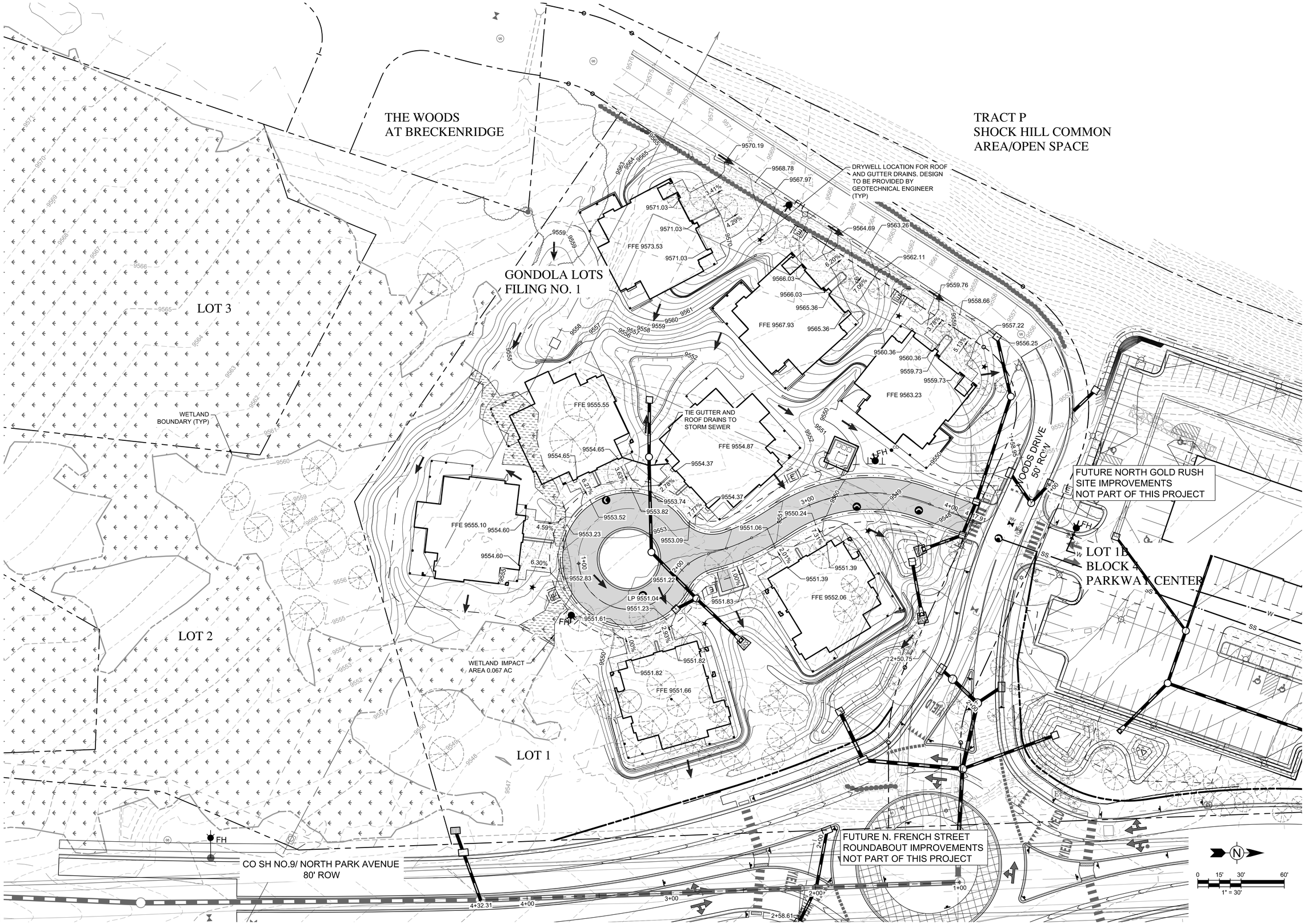
FINAL CLASS A SITE PLAN SUBMITTAL

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CHECKED BY:	CDD
PROJECT NO.:	200-325517-21001
ISSUE DATE:	07/30/2024
REVISIONS:	10/28/2024

SHEET TITLE:
CIVIL SITE PLAN

SHEET NUMBER:
C-106

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SOUTH GOLD RUSH / PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY:	ACR
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PROJECT NO.:	200-325517-21001
ISSUE DATE:	07/30/2024
REVISIONS:	10/28/2024

SHEET TITLE:
GRADING AND
DRAINAGE PLAN

SHEET NUMBER:
C-107

NOTE:
1. LAYOUT INFORMATION FOR GAS AND ELECTRICAL SHOWN ON THIS PLAN IS PRELIMINARY AND WILL BE UPDATED AFTER XCEL ENERGY COMPLETES THEIR DESIGN FOR ELECTRICAL AND GAS SERVICE TO THE BUILDINGS.
2. COMCAST AND/OR ALLO COMMUNICATIONS CONDUIT SHALL BE INSTALLED IN COMMON TRENCH WITH ELECTRIC. COMMUNICATIONS SYSTEM DESIGN SHALL BE PROVIDED BY EACH UTILITY COMPANY.
3. ARCHITECT SHALL COORDINATE WITH XCEL ENERGY FOR ELECTRIC AND GAS METER LOCATIONS ON BUILDINGS.
4. ALL WATER CONSTRUCTION SHALL FOLLOW THE TOWN OF BRECKENRIDGE WATER STANDARDS.
5. ALL SANITARY SEWER CONSTRUCTION SHALL FOLLOW UPPER BLUE SANITATION DISTRICT STANDARDS.

TRACT P
SHOCK HILL COMMON
AREA/OPEN SPACE

THE WOODS
AT BRECKENRIDGE

GONDOLA LOTS
FILING NO. 1

LOT 3

LOT 2

LOT 1

WETLAND
BOUNDARY (TYP)

PROPOSED FIRE HYDRANT

4" WATER SERVICE
LINE (TYP)

6" SEWER
SERVICE (TYP)

8" PRIVATE SEWER
SERVICE LINE

6" SEWER
SERVICE
(TYP)

PROPOSED FIRE HYDRANT

WATER EASEMENT

8" WATER MAIN

WOODS DRIVE
50' ROW

FUTURE NORTH GOLD RUSH
SITE IMPROVEMENTS
NOT PART OF THIS PROJECT

CONNECT TO EXISTING
8" WATER MAIN

8" SEWER MAIN

40.00' ACCESS AND
UTILITY EASEMENT

4" WATER SERVICE LINES
(TYP)

PROPOSED FIRE HYDRANT

WATER EASEMENT

LOT 1B
BLOCK 4
PARKWAY CENTER

CO SH NO.9/ NORTH PARK AVENUE
80' ROW

FUTURE N. FRENCH STREET
ROUNDABOUT IMPROVEMENTS
NOT PART OF THIS PROJECT

0 15' 30' 60'
1" = 30'

dtj DESIGN

TETRA TECH

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SOUTH GOLD RUSH / PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO

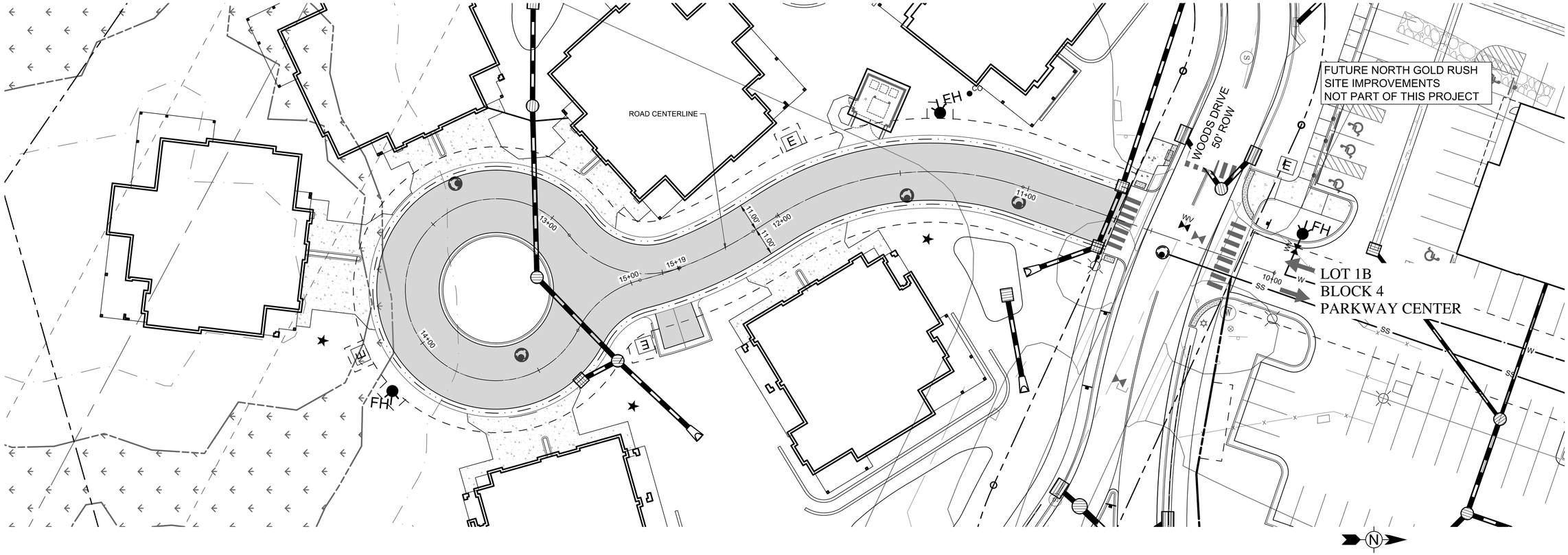
FINAL CLASS A SITE PLAN SUBMITTAL

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PROJECT NO.: 200-325517-21001
ISSUE DATE: 07/30/2024
REVISIONS: 10/28/2024

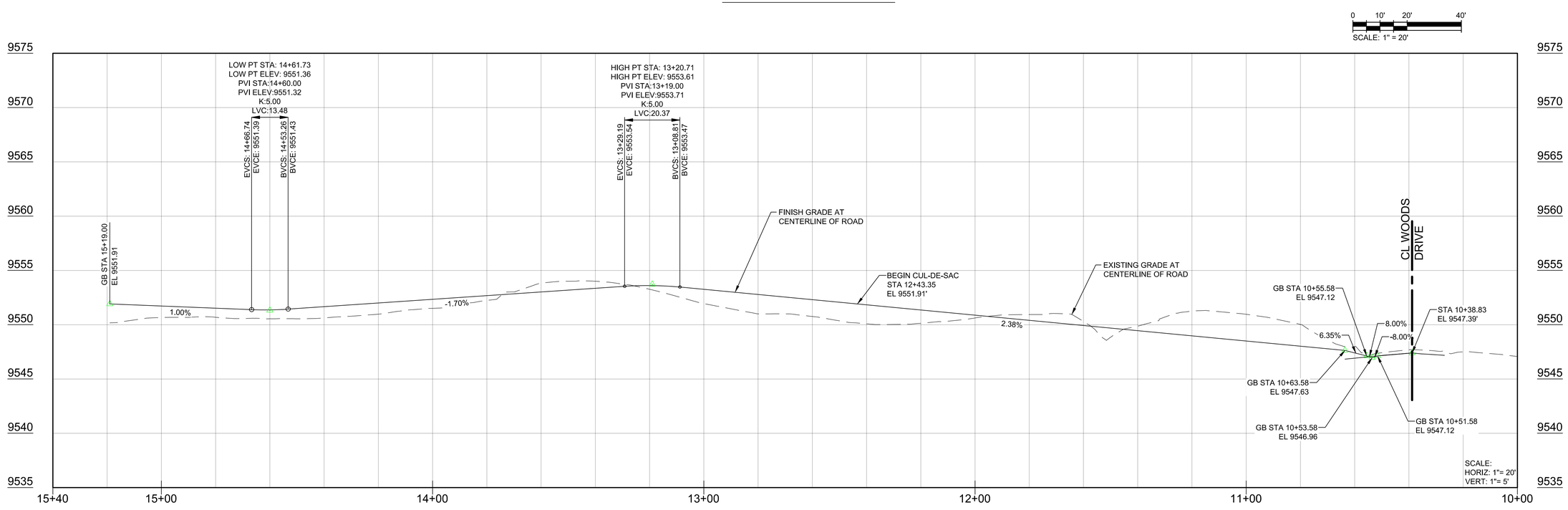
SHEET TITLE:
COMPOSITE
UTILITY PLAN

SHEET NUMBER:
C-108

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PLAN PRIVATE STREET



PROFILE PRIVATE STREET

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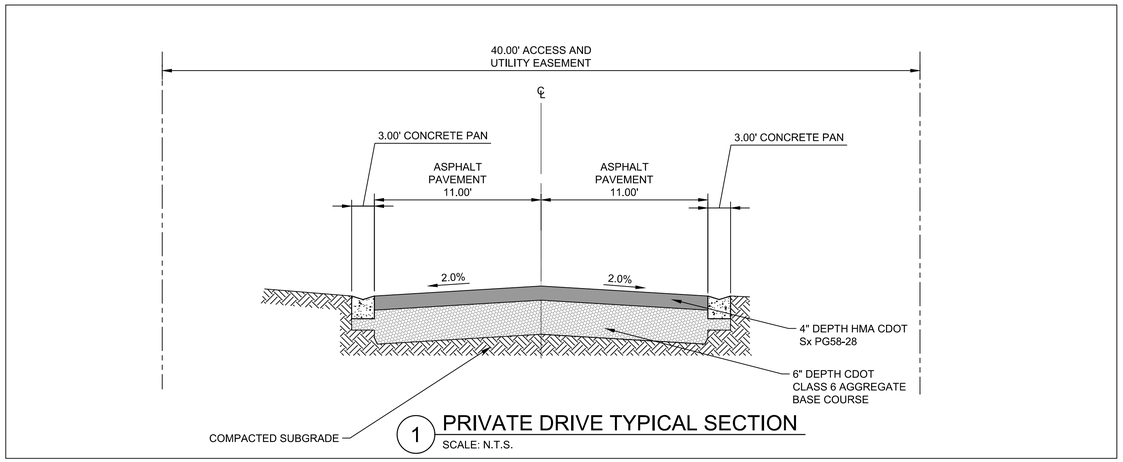
SOUTH GOLD RUSH / PARCEL 3
LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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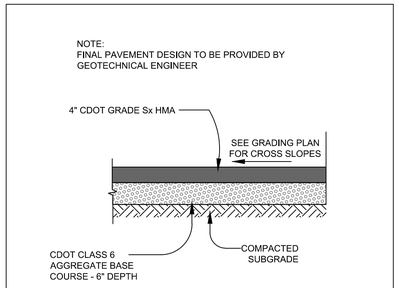
SHEET TITLE:
PRIVATE STREET
PLAN AND PROFILE

SHEET NUMBER:
C-109

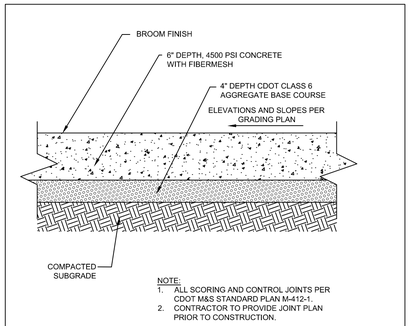
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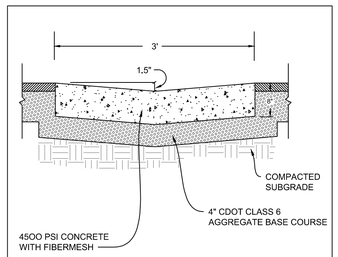
1 PRIVATE DRIVE TYPICAL SECTION
SCALE: N.T.S.



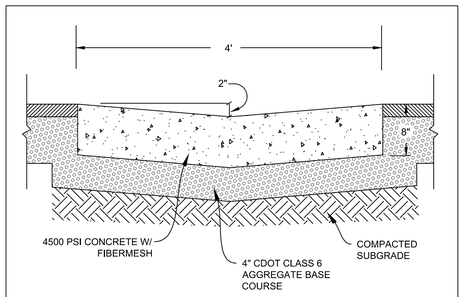
2 ASPHALT PAVEMENT SECTION
SCALE: N.T.S.



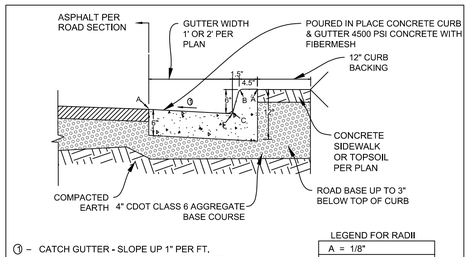
3 CONCRETE DRIVEWAY SECTION
SCALE: N.T.S.



4 3' WIDE CONCRETE PAN
SCALE: N.T.S.



5 4' WIDE CONCRETE PAN
SCALE: N.T.S.



6 BARRIER CURB & GUTTER
SCALE: N.T.S.

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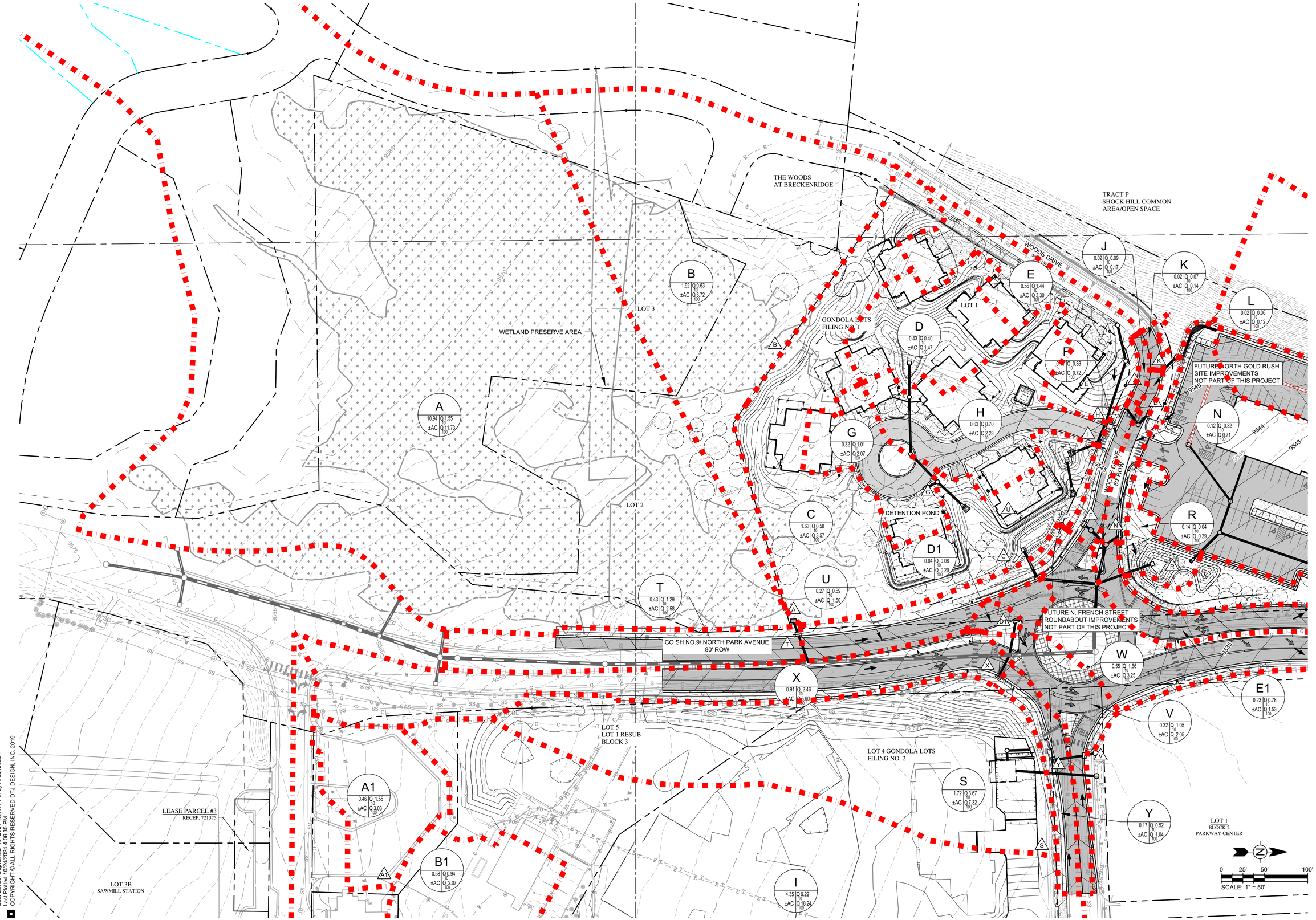
SOUTH GOLD RUSH / PARCEL 3
LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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CHECKED BY: CDD
PROJECT NO.: 200-325517-21001
ISSUE DATE: 07/30/2024
REVISIONS: 10/28/2024

SHEET TITLE: CIVIL DETAILS

SHEET NUMBER: C-200

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Last Saved: September 13, 2024 11:56:22 AM by Arden.rose
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SOUTH GOLD RUSH / PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO

FINAL CLASS A SITE PLAN SUBMITTAL

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CHECKED BY:	CDD
PROJECT NO.:	200-325517-21001
ISSUE DATE:	07/30/2024
REVISIONS:	10/28/2024

SHEET TITLE:
PROPOSED DRAINAGE BASIN

SHEET NUMBER:
EX-A2

Drawing: O:\Projects\Breckenridge\325517.200-325517-21001\CAD\SheetFiles\Drainage\C-110 PROPOSED DRAINAGE BASIN.dwg
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LANDSCAPE SITE PLAN LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- SITE WALL (SEE CIVIL PLANS)
- CROSSWALK (SEE CIVIL PLANS)
- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING ROCK WALL

REFUSE COLLECTION PLAN

FOR THE BUILDINGS ON THE SITE, ALL GENERATED REFUSE FOR THE OCCUPIED STRUCTURE(S) WILL BE COLLECTED WITHIN EACH INDIVIDUAL UNITS/BUILDINGS AND THEN TRANSPORTED TO A CENTRAL HOLDING AREA. THE CENTRAL HOLDING AREA IS CONCEALED FROM VIEW WITHIN AN REFUSE ENCLOSURE STRUCTURE LOCATED ON SITE. SEE ARCHITECTURE PLANS FOR REFUSE ENCLOSURE STRUCTURE DESIGN.

GENERAL NOTES

ALL HARDSCAPE, WALKWAYS, ROADWAY PAVING, PARKING LOT COMPONENTS, AND ANY OTHER SITE ELEMENTS SHOWN ON PLAN, OTHER THAN WHAT IS LABELED OR IN THE LEGEND ON THIS SHEET, REFER TO CIVIL SITE PLAN SHEETS.

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SOUTH GOLD RUSH/ PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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SHEET TITLE:

LANDSCAPE SITE PLAN

SHEET NUMBER:

L100

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Layout: L100 - 22x36 - 2.3 - 2024 9:18:45 AM by rmahoney
Last Plotted 10/23/2024 9:18:56 AM
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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

LOT COVERAGE DIAGRAM LEGEND

- OPEN SPACE / PERMEABLE
- HARDSCAPE
- BUILDING

LOT COVERAGE - BY LOT

GOLD RUSH SOUTH - LOT 1 - LOT 1A - BLOCK 4		
	SQ.FT	PERCENTAGE
OPEN SPACE/ PERMEABLE AREA	93,671 S.F.	59.9%
HARDSCAPE	23,056 S.F.	14.7%
BUILDING	39,797 S.F.	25.4%
TOTAL LOT AREA	156,524 S.F. (3.593 ACRES)	100%

0' 30' 60' 90'
1 = 30'
NORTH

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SOUTH GOLD RUSH/ PARCEL 3

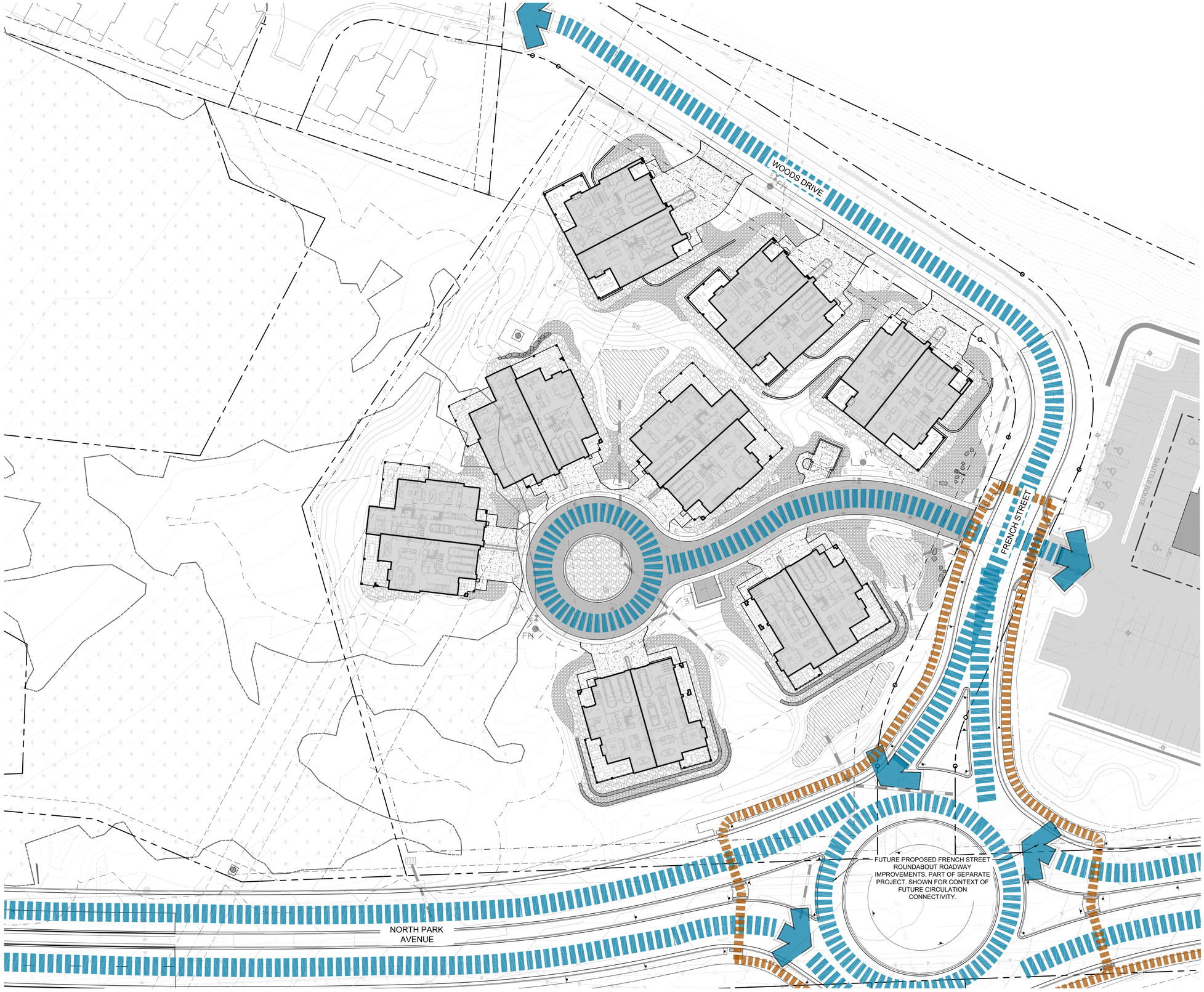
LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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SHEET TITLE:
LOT COVERAGE PLAN

SHEET NUMBER:
L101

Drawing: U:\2024\018.30_Gold Rush South\05 CAD\Sheets\01- Development Plan\L10X_Lot Coverage.dwg
Layout: L101 Saved: 10/23/2024 8:51:26 AM by Pmahoney
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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

OVERALL CIRCULATION DIAGRAM

- PUBLIC/SEMI PUBLIC PEDESTRIAN CIRCULATION
- VEHICULAR CIRCULATION

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355 N. PARK AVE. BRECKENRIDGE, CO
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ISSUE DATE:	09/23/2024
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SHEET TITLE:

CIRCULATION PLAN

SHEET NUMBER:

L102

Drawing: U:\2024\018.30_Gold Rush South\05 CAD\Sheets\01 - Development Plan\L10X_Circulation Diagram.dwg
Layout: L102 - Circulation Diagram 24x36 Sheet
Last Plotted 10/23/2024 9:15 AM by Phalloney
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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

SNOW MANAGEMENT DIAGRAM LEGEND

- PLOWED OR SHOVELED HARD SURFACES
- PROPOSED SNOW STORAGE AREAS

SNOW MANAGEMENT AREAS TABULATION	
PARCEL	AREA (sf)
GOLD RUSH SOUTH PARCEL	
Plowed or Shoveled Hard Surfaces	20,860
Proposed Snow-Melted Hard Surfaces	0
Required Snow Storage Area	5,215
Provided Snow Storage Area	5,219

NOTE:

1. PROVIDED SNOW STORAGE AREAS ARE USED FOR GENERAL APPROACH TO WINTER SNOW STORAGE. AREAS SHOWN ARE BASED ON ADJACENT PAVING REQUIRING SNOW CLEARING AND BEST MANAGEMENT PRACTICES. AREAS PROVIDED WILL UTILIZE PLANTING SPECIES, THAT ARE TOLERANT OF HEAVY SNOW LOADS OR VOID OF DECORATIVE PLANTING AS NECESSARY.
2. AREAS CALCULATED BASED ON EXISTING PLATTED LOT BOUNDARY. ALL AREAS WITH-IN PUBLIC R.O.W. BOUNDARIES ARE NOT INCLUDED IN THIS DOCUMENT, WITH EXCEPTION OF PRIVATE RESIDENTIAL DRIVEWAY CONNECTIONS.
3. PRIVATE PATIO/OUTDOOR SPACES PROPOSED AT DUPLEX RESIDENTIAL UNITS ARE ALL COVERED WITH SOLID ROOF STRUCTURES, THUS NO SNOW STORAGE REQUIRED.
4. VOIDED AREAS OF SNOW STORAGE LOCATED ALONG ROAD AND DRIVEWAY EDGES, ARE USED TO ALLOW FOR BUFFER PLANTING PRESERVATION IN KEY SELECTED AREAS OF IMPORTANCE. SEE PLAN LAYOUT FOR LOCATIONS.

0' 30' 60' 90'
1 = 30'
NORTH

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SOUTH GOLD RUSH/ PARCEL 3

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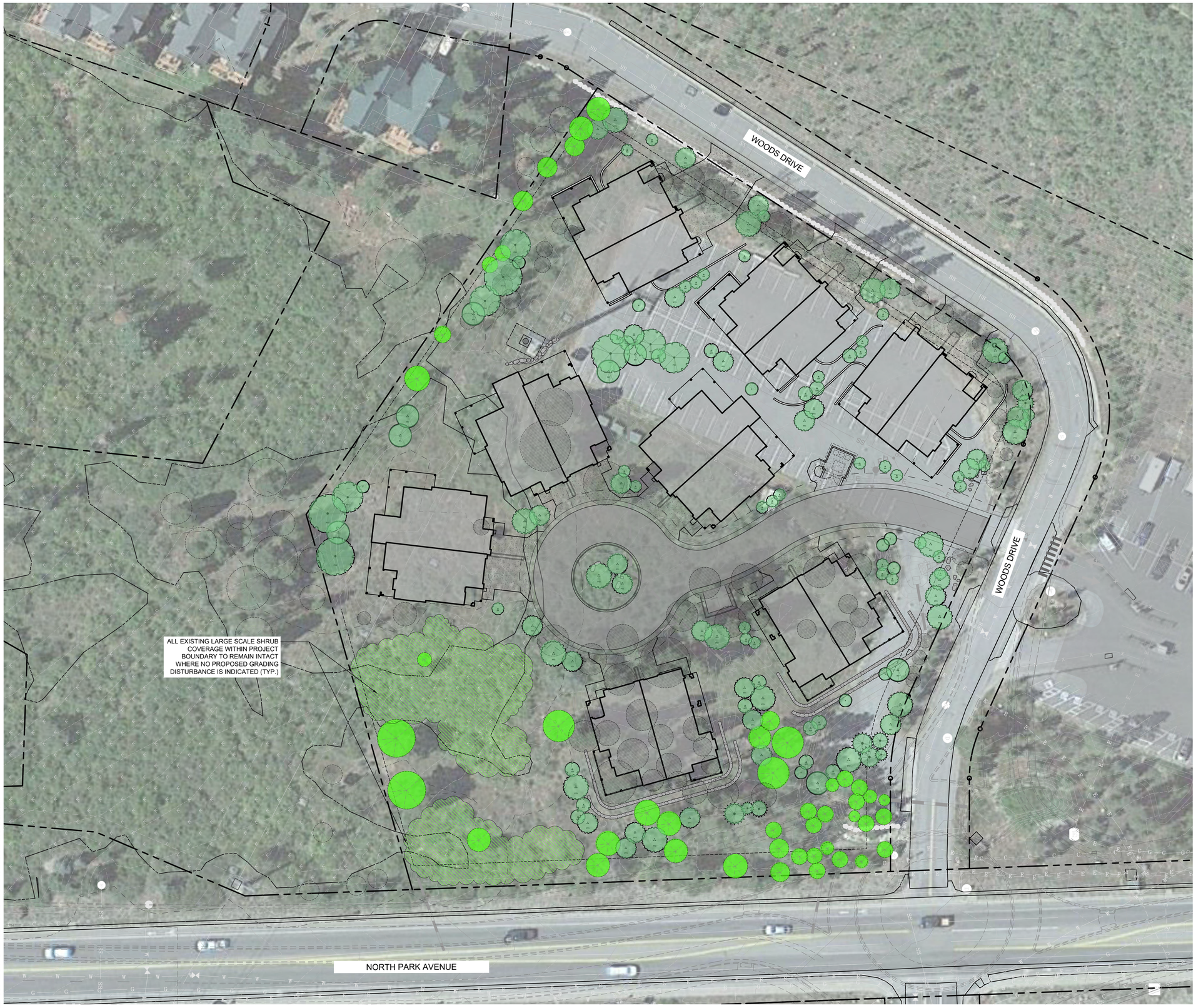
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SNOW MANAGEMENT PLAN

SHEET NUMBER:

L103

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Layout: L103 - 20x36 Plot Date: 10/28/2024 8:45 AM by Mhahoney
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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

EXISTING VEGETATION MANAGEMENT LEGEND

EXISTING TREE MANAGEMENT LEGEND

SYMBOL	CATEGORY	QTY.
	EXISTING TREE TO BE PRESERVED	46
TOTAL PRESERVED		46
	EXISTING TREE TO BE REMOVED	75
TOTAL REMOVED		75
	PROPOSED TREE	132
TOTAL ADDED		132

EXISTING VEGETATION MANAGEMENT NOTES

1. ALL EXISTING VEGETATION ON SITE IS TO BE PRESERVED OUTSIDE THE BOUNDARIES OF GRADING DISTURBANCE ZONES, OR OTHERWISE NOTED ON THIS DOCUMENT.
2. PROJECT SHALL ADHERE TO CURRENT CODE COMPLIANCE FOR DEFENSIBLE SPACE, WHERE APPLICABLE, AS OUTLINED BY THE LOCAL FIRE JURISDICTION AUTHORITY AND TOWN OF BRECKENRIDGE DEVELOPMENT CODE.
3. ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED. TREE LOCATIONS AND QUANTITY ASSUMPTIONS ARE BASED ON DETAILED AERIAL PHOTOGRAPHIC ANALYSIS. ACTUAL TREE LOCATIONS AND QUANTITIES, ARE TO BE VERIFIED IN FUTURE DEVELOPMENT AND DESIGN UTILIZING A CERTIFIED TREE SURVEY PROVIDED BY A PROFESSIONAL SURVEYING ENTITY.

0' 30' 60' 90'
1" = 30'
NORTH

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SOUTH GOLD RUSH/ PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
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SHEET TITLE:
EXIST. TREE MANAGEMENT

SHEET NUMBER:
L104

Drawing: U:\2024\018.30 Gold Rush South\05 CAD\Sheets\01- Development Plan\L111_SiteDiagrams-Ex-Tree-Mngmt.dwg
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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

WETLAND DISTURBANCES DIAGRAM LEGEND

- PREVIOUSLY EXEMPTED MAPPED WETLAND ZONES
- PREVIOUSLY EXEMPTED MAPPED WETLAND BUFFER
- 25' WETLAND BUFFER TEMPORARY DISTURBANCE AREAS

WETLAND DISTURBANCE TABULATIONS	
CATEGORY	AREA (acres)
PREVIOUS EXEMPTED MAPPED WETLAND ZONES	
Exempted Wetland Zones	0.067
Exempted 25' Wetland Buffer Zones	0.198
PROPOSED WETLAND DISTURBANCE ZONES	
Total Additional Permanent Wetland Disturbance Zones	0.000
25' Wetland Buffer Temporary Disturbance Zones	0.114

NOTE:

1. EXEMPTED WETLAND, AND 25' WETLAND BUFFER AREAS, HAVE BEEN DETERMINED BY BRECKENRIDGE TOWN ENGINEERING DEPARTMENT BASED ON ANALYSIS REPORT PROVIDED BY ALPINE ECOLOGICAL RESOURCES, SEE EXHIBIT 11 OF THE DEVELOPMENT AGREEMENT. THE AGGREGATE OF THESE DEPICTED AREAS ARE NOW EXEMPT FROM WETLAND DISTURBANCE CLASSIFICATION FOR DEVELOPMENT REVIEW, BASED ON THESE DETERMINATIONS. THESE AREAS ARE SHOWN FOR CONTEXTUAL REFERENCE ONLY.
2. AREAS CALCULATED ARE BASED ON EXISTING PLATTED LOT BOUNDARIES.

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SOUTH GOLD RUSH/ PARCEL 3

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SHEET TITLE:

WETLAND DISTURBANCE

SHEET NUMBER:

L105

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LANDSCAPE LEGEND

- MATCH LINE (SEE KEYMAP)
- PROPERTY LINE
- SETBACK LINE
- ASSUMED EXISTING TREES LOCATION

PLANTING LEGEND

DECIDUOUS TREES	CODE *Latin name* Common name
	AA *Amelanchier alnifolia* Saskatoon Serviceberry
	AG *Acer glabrum* Rocky Mountain Maple
	ATF *Alnus tenuifolia* Thin-leaf Alder
	BO *Betula occidentalis* Mountain Birch
	PA1 *Populus angustifolia* Narrowleaf Cottonwood
	PA2 *Populus angustifolia* Narrowleaf Cottonwood
	PT1 *Populus tremuloides* Quaking Aspen
	PT2 *Populus tremuloides* Quaking Aspen

EVERGREEN TREES	CODE *Latin name* Common name
	PP1 *Picea pungens* Colorado Spruce
	PP2 *Picea pungens* Colorado Spruce
	PP3 *Picea pungens* Colorado Spruce

DECIDUOUS SHRUBS	CODE *Latin name* Common name
	BG1 *Betula glandulosa* Bog Birch
	CSC *Cornus sericea coloradensis* Colorado Dogwood
	PFC *Potentilla fruticosa* Potentilla
	PTT *Purshia tridentata* Antelope Bitterbrush
	RA *Ribes alpinum* Alpine Currant
	RW *Rosa woodsii* Woods Rose
	SC *Shepherdia canadensis* Canada Buffaloberry
	SM *Salix monticola* Yellow Mountain Willow
	SO *Symphoricarpos oreophilus* Mountain Snowberry

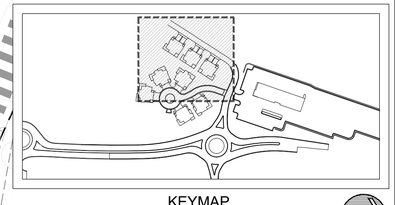
EVERGREEN SHRUBS	CODE *Latin name* Common name
	AU *Arctostaphylos uva-ursi* kinnikinnick
	JC *Juniperus communis* Common Juniper
	MR *Mahonia repens* Creeping Oregon Grape
	PPM *Picea pungens mesa verde* Mesa Verde Colorado Spruce

ORNAMENTAL GRASSES	CODE *Latin name* Common name
	BGB *Bouteloua gracilis blonde ambition* Blonde Ambition Blue Grama
	DC *Deschampsia cespitosa* Tufted Hair Grass
	FIS *Festuca idahoensis siskiyou blue* Siskiyou Blue Fescue

PERENNIAL MATRICES	CODE *Latin name* Common name
	PERENNIAL MATRIX-1 *-40%(AC)* *Aquilegia caerulea* Columbine *-15%(GR)* *Geranium richardsonii* Richardson's Geranium *-15%(IMR)* *Iris missouriensis 'Rocky Mountain'* Rocky Mountain Iris *-30%(LA)* *Lupinus argenteus* Silvery Lupine
	PERENNIAL MATRIX-2 *-25%(AF)* *Artemisia frigida* Fringed Sage *-35% (AMC)* *Achillea millefolium cerise queen* Yarrow *-25%(EU)* *Eriogonum umbellatum* Sulphur Flower *-15%(SAF)* *Sedum x 'Autumn Fire'* Autumn Fire Sedum
	PERENNIAL MATRIX-3 *-35% (CT)* *Cerastium tomentosum* Snow-In-Summer *-25% (SRB)* *Sedum reflexum 'Blue Spruce'* Blue Spruce-leaved Stonecrop *-25% (SS):* *Sedum spurium 'Dragon's Blood'* Caucasian Stonecrop *-15% (SB):* *Stachys byzantina 'Helen Von Stein'* Helen Von Stein Lamb's Ear

SEED MIX	CODE Common name
	Low-Grow Native Grass Seed Mix
	Native Restoration Seed Mix
	Enhanced Native Seed Mix
	Wetland / Riparian Seed Mix

NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION



KEYMAP

0' 16' 32' 48'
1 = 16'

NORTH

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SOUTH GOLD RUSH/ PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY:	ZE/PM
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PROJECT NO.:	2024018
ISSUE DATE:	09/23/2024
REVISIONS:	10/28/2024

SHEET TITLE:

PLANTING PLAN

SHEET NUMBER:

L200

Drawing: U:\2024\018.30_Gold Rush South\05 CAD\Sheets\01 - Development Plan\L301-L30X_PlantingPlan.dwg
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LANDSCAPE LEGEND

- MATCH LINE (SEE KEYMAP)
- PROPERTY LINE
- SETBACK LINE
- ASSUMED EXISTING TREES LOCATION

PLANTING LEGEND

DECIDUOUS TREES	CODE *Latin name* Common name
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SM	*Salix monticola* Yellow Mountain Willow
SO	*Symphoricarpos oreophilus* Mountain Snowberry

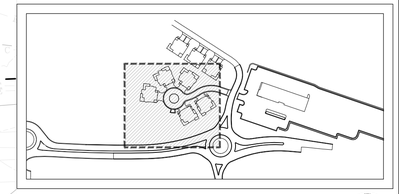
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PPM	*Picea pungens mesa verde* Mesa Verde Colorado Spruce

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DC	*Deschampsia cespitosa* Tufted Hair Grass
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	-15%(GR) *Geranium richardsonii* Richardson's Geranium
	-15%(IMR) *Iris missouriensis 'Rocky Mountain'* Rocky Mountain Iris
	-30%(LA) *Lupinus argenteus* Silvery Lupine
	PERENNIAL MATRIX-2
	-25%(AF) *Artemisia frigida* Fringed Sage
	-35% (AMC) *Achillea millefolium cerise queen* Yarrow
	-25%(EU) *Eriogonum umbellatum* Sulphur Flower
	-15%(SAF) *Sedum x 'Autumn Fire'* Autumn Fire Sedum
	PERENNIAL MATRIX-3
	-35% (CT) *Cerastium tomentosum* Snow-In-Summer
	-25% (SRB) *Sedum reflexum 'Blue Spruce'* Blue Spruce-leaved Stonecrop
	-25% (SS): *Sedum spurium 'Dragon's Blood'* Caucasian Stonecrop
	-15% (SB): *Stachys byzantina 'Helen Von Stein'* Helen Von Stein Lamb's Ear

SEED MIX	CODE Common name
	Low-Grow Native Grass Seed Mix
	Native Restoration Seed Mix
	Enhanced Native Seed Mix
	Wetland / Riparian Seed Mix

NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION



KEYMAP

0' 16' 32' 48'
1 = 16'

NORTH

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SOUTH GOLD RUSH/ PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY: ZE/PM
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PROJECT NO.: 2024018
ISSUE DATE: 09/23/2024
REVISIONS: 10/28/2024

SHEET TITLE:
PLANTING PLAN

SHEET NUMBER:
L201

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LANDSCAPE PLANTING NOTES

1. ALL PLANT SPECIES PROPOSED IN THE LANDSCAPE DESIGN WILL CONFORM TO LOCAL BRECKENRIDGE NATIVE PLANT DATABASES AND THE PROVIDED TOWN OF BRECKENRIDGE "LANDSCAPE GUIDE," DOCUMENT, TO ENSURE ALL PLANTS USED WILL MEET THE DESIGN INTENT OF THE DEVELOPMENT STANDARDS AND LOCAL MICROCLIMATE CHARACTERISTICS.

2. EXISTING TREES OF SUBSTANTIAL SIZE WILL BE PRESERVED TO THE BEST ABILITIES , WHERE POSSIBLE ,WHICH DO NOT EXIST WITHIN THE IMMEDIATE CONSTRUCTION DEVELOPMENT AND REQUIRED GRADING ZONES OF THE PROJECT. EXISTING TREES AND SUBSTANTIAL VEGETATION WILL BE INTEGRATED INTO THE LANDSCAPE DESIGN WHERE PRESERVATION OF THESE MATERIALS IS POSSIBLE.

3. ALL EXISTING IMPROVEMENTS TO REMAIN SHALL BE PROPERLY AND ADEQUATELY PROTECTED FROM DAMAGE DURING CONSTRUCTION OPERATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE TO THE ORIGINAL CONDITION ANY EXISTING ITEMS THAT ARE DAMAGED OR DISTURBED IN ANY WAY. IF PLANTS ARE NOT AVAILABLE, NOTIFY OWNER FOR APPROVAL OF CHANGE BEFORE MAKING SUBSTITUTIONS.

4. INSTALL NATURAL WOOD FIBER MULCH RING AROUND TREES AND SHRUBS IN LOW-GROW NATIVE GRASS AREAS AND WHERE INTEGRATED INTO EXISTING PRESERVED, OR RESTORED WILD LAND AREAS.

5. SHRUB AND RESTORATION SEEDED AREAS SHALL RECEIVE A MINIMUM OF 4 CU. YDS PER 1000 S.F. OF A-1 ORGANIC'S BIOCOMP, OR A WELL DECOMPOSED COMPOST APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE. ALL AMENDMENTS SHALL BE THOROUGHLY TILLED A MIN. OF 6" INTO THE SOIL.

6. ROUGH GRADE AND FINISHED GRADING WILL BE PERFORMED BY OTHERS. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AFTER SOIL AMENDMENT OPERATIONS PRIOR TO SEEDING. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE. CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE OF ANY POORLY DRAINED AREAS PRIOR TO COMMENCING WORK.

7. ALL TREES, SHRUBS, AND OTHER PLANT MATERIALS ARE TO BE APPROVED BY THE OWNER'S REP. PRIOR TO DELIVERY AND AGAIN AFTER DELIVERY TO SITE. ANY PLANT NOT MEETING APPROVAL MAY BE REJECTED AT ANY TIME PRIOR TO FINAL ACCEPTANCE.

LANDSCAPE IRRIGATION APPROACH NOTES

8. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM, DESIGNED TO OPERATE WITHIN CURRENT TOWN WATER REQUIREMENTS. WATER SAVING IRRIGATION EQUIPMENT WILL BE USED INCLUDING 'SMART CONTROLLERS' WITH RAIN/FREEZE/FLOW SENSORS AS WELL AS MASTER VALVES.

9. LOW-GROW NATIVE GRASS AREAS, WHERE APPLICABLE, ARE TO BE IRRIGATED WITH OVERHEAD SPRAY, AND ALL OTHER PLANTING BEDS TO BE ON DRIP SYSTEM TO CONSERVE WATER USAGE. SYSTEM WILL BE DESIGNED TO REDUCE OVERSPRAY ON HARD SURFACES OR ON UNINTENDED AREAS.

10. A TEMPORARY IRRIGATION SYSTEM WILL BE UTILIZED FOR ESTABLISHMENT OF SEEDED RESTORATION AND NATIVE PLANTING TRANSITION ZONES. THIS TEMPORARY SYSTEM IS TO BE DECOMMISSIONED AFTER ADEQUATE TIME FOR ESTABLISHMENT OF SEEDED RESTORATION PLANTING ZONES AND NATIVE SHRUB AREAS. TYPICALLY 2 GROWING SEASONS ARE REQUIRED FOR PROPER PLANT ESTABLISHMENT.

REVEGETATION NOTES

LOW GROW NATIVE GRASS MIX
- 100% PAWNEE BUTTES SEED INC.- "PBSI LOW GROW NATIVE" @ 2LBS/1000SF
  ROCKY MOUNTAIN FESCUE
  SANDBERG BLUEGRASS
  CANBY BLUEGRASS

NATIVE RESTORATION MIX
- 100% NATIVE SHORT DRY GRASS MIX @2 LBS/1000 SF:

HARD FESCUE	30%
CREEPING RED FESCUE	30%
SHEEP FESCUE	25%
CANADA BLUEGRASS	10%
CANBY BLUEGRASS	5%

ENHANCED NATIVE RESTORATION MIX
- 60% NATIVE SHORT DRY GRASS MIX @2 LBS/1000 SF:

HARD FESCUE	30%
CREEPING RED FESCUE	30%
SHEEP FESCUE	25%
CANADA BLUEGRASS	10%
CANBY BLUEGRASS	5%

- 15% ROCKY MOUNTAIN BLUE COLUMBINE MIX @1LB/25,000 SF
- 25%WESTERN NATIVE WILDFLOWER MIX @1 LB/6000 SF:

MOUNTAIN LUPINE	CONEFLOWER, WESTERN	PENSTEMON, SMALL FLOWERED
COLUMBINE, COLORADO	SULFUR FLOWER	PENSTEMON, ROCKY MOUNTAIN
GERANIUM, RICHARDSON	NODDING GROUNDSEL	PENSTEMON, WASATCH
ASTER, ENGLEMANNS	WESTERN LARKSPUR	PENSTEMON, RYDBERGS
ORANGE MOUNTAIN DAISY	AMERICAN VETCH	GAILLARDIA/BLANKETFLOWER
GIANT LOUSEWORT		

WETLAND RIPARIAN MIX
- 100% PAWNEE BUTTES SEED INC. "PBSI MOUNTAIN WETLAND MIX"
  FOWL BLUEGRASS CANADA WILDRYE TICKLEGRASS NEBRASKA SEDGE
  FOWL MANNAGRASS SMALL WINGED SEDGE CREEPING SPIKERUSH
  BEAKED SEDGE SMALL FRUITED BULRUSH BALTIC RUSH THREE SQUARE BULRUSH
  WOLLY SEDGE MEADOW RUSH AQUATIC SEDGE DAGGER LEAF RUSH

SLOPES OVER 3:1 SHALL BE HAY TACKIFIED OR NETTED.

PERENNIAL PLANT MATRICES

PERENNIAL MATRIX- 1 — 1,635 SF
40% (AC): *AQUILEGIA CAERULEA*, COLUMBINE;
15% (GR): *GERANIUM RICHARDSONII*, RICHARDSON'S GERANIUM
15% (IMR): *IRIS MISSOURIENSIS ROCKY MOUNTAIN*, ROCKY MOUNTAIN IRIS
30% (LA): *LUPINUS ARGENTEUS*, SILVERY LUPINE

PERENNIAL MATRIX- 2 — 642 SF
25% (AF): *ARTEMISIA FRIGIDA*, FRINGED SAGE;
35% (AMC): *ACHILLEA MILEFOLIUM CERISE QUEEN*, YARROW
25% (EU): *ERIGONUM UMBELLATUM*, SULPHER FLOWER
15% (SAF): *SEDUM x 'AUTUMN FIRE'*, AUTUMN FIRE SEDUM

PERENNIAL MATRIX- 3 — 732 SF
35% (CT): *CERASTIUM TOMENTOSUM*, SNOW-IN-SUMMER;
25% (SRB): *SEDUM REFLUXUM BLUE SPRUCE*, BLUE SPRUCE-LEAVED STONECROP
25% (SS): *SEDUM SPURIUM 'DRAGON'S BLOOD'*, CAUCASIAN STONECROP
15% (SB): *STACHYS BYZANTINA 'HELEN VON STEIN'*, HELEN VON STEIN LAMB'S EAR

PLANTING COVERAGE MIXES

ENHANCED NATIVE — 10,766 SF
NATIVE GRASS & PERENNIALS SEED MIX

WETLAND/RIPARIAN MIX — 5,236 SF
WET-ZONE TOLERANT GRASS & PERENNIALS SEED MIX

LOW GROW NATIVE GRASS — 7,819 SF
NATIVE LOW GROWTH TURF GRASS SEED MIX

NATIVE RESTORATION — 17, 200 SF
NATIVE SHORT GRASS SEED MIX

PLANT SCHEDULE

DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY	NOTES
	AA	*AMELANCHIER ALNIFOLIA* SASKATOON SERVICEBERRY					35	ALL TO BE MULTI-STEM
	AG	*ACER GLABRUM* ROCKY MOUNTAIN MAPLE	N/A	MULTI-TRUNK	B & B	6' HT.	10	ALL TO BE MULTI-STEM
	ATF	ALNUS TENUIFOLIA THIN-LEAF ALDER	N/A	MULTI-TRUNK	B & B	6' HT.	16	ALL TO BE MULTI-STEM
	BO	*BETULA OCCIDENTALIS* MOUNTAIN BIRCH	N/A	MULTI-TRUNK	#25	8' HT.	8	ALL TO BE MULTI-STEM
	PA1	*POPULUS ANGUSTIFOLIA* NARROWLEAF COTTONWOOD	2" CAL.		B & B		5	
	PA2	*POPULUS ANGUSTIFOLIA* NARROWLEAF COTTONWOOD	3" CAL		B & B		4	
	PT1	*POPULUS TREMULOIDES* QUAKING ASPEN 3 CANE MINIMUM	2" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	10`-12' HT	30	50% MIN. TO BE MULTI-STEM
	PT2	*POPULUS TREMULOIDES* QUAKING ASPEN	3" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	12`-15' HT	16	50% MIN. TO BE MULTI-STEM
EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY	
	PP1	*PICEA PUNGENS* COLORADO SPRUCE	N/A		B & B	6` HT	2	
	PP2	*PICEA PUNGENS* COLORADO SPRUCE	N/A		B & B	8` HT	3	
	PP3	*PICEA PUNGENS* COLORADO SPRUCE	N/A		B & B	10` HT	3	
DECIDUOUS SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	BG	*BETULA GLANDULOSA* BOG BIRCH	3-5 GAL.	4' O.C.			40	
	CSC	*CORNUS SERICEA COLORADENSIS* COLORADO DOGWOOD	3-5 GAL.	5-6` O.C.			41	
	PFC	*POTENTILLA FRUTICOSA* POTENTILLA	3-5 GAL.	3` O.C.			15	
	PTT	*PURSHIA TRIDENTATA* ANTELOPE BITTERBRUSH	3-5 GAL.	6' O.C.			17	
	RA	*RIBES ALPINUM* ALPINE CURRANT	3-5 GAL.	4' O.C.			22	
	RW	*ROSA WOODSII* WOODS ROSE	3-5 GAL.	3' O.C.			20	
	SC	*SHEPHERDIA CANADENSIS* CANADA BUFFALOBERRY	3-5 GAL.	3' O.C.			32	
	SM	*SALIX MONTICOLA* YELLOW MOUNTAIN WILLOW	3-5 GAL.	8' O.C.			9	
	SO	*SYMPHORICARPOS OREOPHILUS* MOUNTAIN SNOWBERRY	3-5 GAL.	3' O.C.			13	
EVERGREEN SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	AU	*ARCTOSTAPHYLOS UVA-URSI* KINNIKINNICK	3-5 GAL.	3` O.C.			74	
	JC	*JUNIPERUS COMMUNIS* COMMON JUNIPER	3-5 GAL.	4` O.C.			35	
	MR	*MAHONIA REPENS* CREEPING OREGON GRAPE	3-5 GAL.	3' O.C.			45	
	PPM	*PICEA PUNGENS MESA VERDE* MESA VERDE COLORADO SPRUCE	3-5 GAL.	3" O.C.			39	
ORNAMENTAL GRASSES	CODE	DESCRIPTION	CONT	SPACING			QTY	
	BGB	*BOUTELOUA GRACILIS BLONDE AMBITION* BLONDE AMBITION BLUE GRAMA	1 GAL.	2.5' O.C.			99	
	DC	*DESCHAMPSIA CESPITOSA* TUFTED HAIR GRASS	1 GAL.	18" O.C.			223	
	FIS	*FESTUCA IDAHOENSIS SISKIYOU BLUE* SISKIYOU BLUE FESCUE	1 GAL.	15" O.C.			197	

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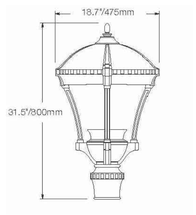
SOUTH GOLD RUSH/ PARCEL 3
LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY: ZE/PM
CHECKED BY: DTJ
PROJECT NO.: 2024018
ISSUE DATE: 09/23/2024
REVISIONS: 10/28/2024

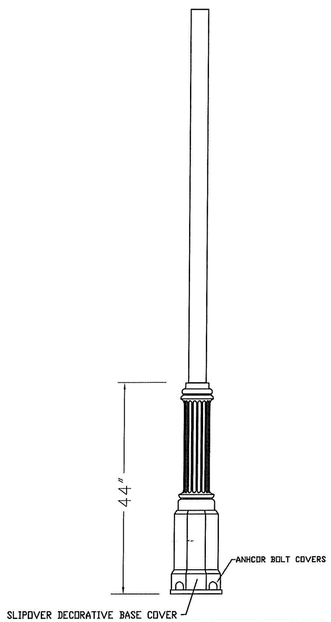
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SHEET NUMBER: L202

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Layout: Layout1 - 20x36 ARCH E1
Last Plotted: 10/23/2024 9:20:26 AM by Fmahoney
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LIGHT FIXTURE
PROVIDENCE MICRO CORE - MEDIUM HOUSING PROV
MODEL: PROV
ORDER INFO:
PROV-T3-32LED-3K-700-BL-LDL-PCA-T-STANDARD

CONTACT:
ARCHITECTURAL AREA LIGHTING
WWW.AAL.NET
626.968.5666

POLE
PART # 9SRS-3.5-NO TENON-11.50'
BOLT CIRCLE-BLACK
CONTACT: MOUNTAIN STATES LIGHTING
303.838.4430

LADDER REST
MODEL: 4" OD-3.5" ID LADDER REST
CONTACT: MOUNTAIN STATES LIGHTING
303.838.4430

NOTE:
1. POLE LIGHT TO MATCH EXISTING SPECIFIED POLE LIGHT FOR THE TOWN OF BRECKENRIDGE.
2. REFER TO MEP DRAWINGS FOR MOUNTING AND ELECTRICAL CONNECTIONS.

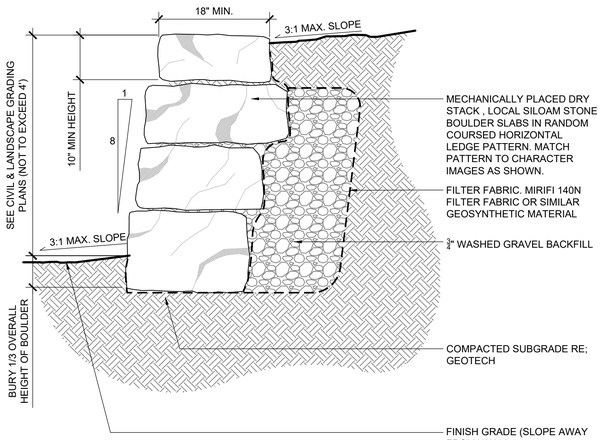
6 L300 **POLE LIGHT**
N.T.S. DETAIL

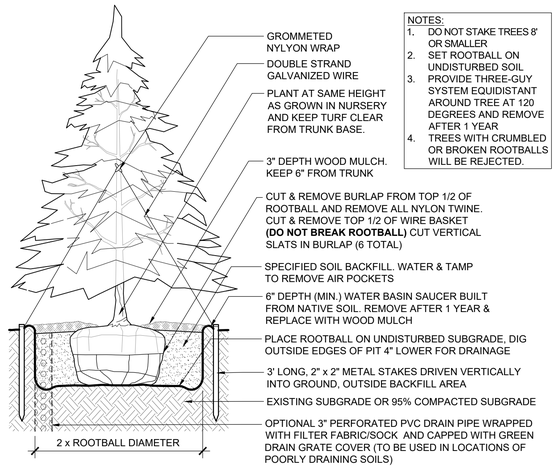


BOULDER WALL COURSING AESTHETIC INTENT, AND SILOAM STONE MATERIAL

NOTES:
1. INSTALL BOULDERS FROM BOTTOM OF SLOPE UPWARDS. BUILD FROM BOTTOM UP SECURING BOULDERS WITH COMPACTED BACKFILL, PACKING AGGREGATE BASE AND SMALL STONES INTO VOIDS AND JOINTS BETWEEN BOULDERS. NO VOIDS WITH SOIL FAILURE WILL BE ACCEPTED.
2. REFERENCE MATERIALS SCHEDULE FOR BOULDER STONE MATERIAL. SEE IMAGERY ABOVE FOR MATERIAL INTENT.
3. SELECTION, LOCATION, AND ARRANGEMENT OF BOULDERS SHALL BE FIELD APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT.
4. BOULDERS SHALL VARY IN SIZE. STONE SHOULD BE GRADIATED FROM LARGER SIZES (BOTTOM OF WALL) TO SMALLER (TOP OF WALL).
5. ELIMINATE VERTICAL JOINTS BY OVER LAPPING ALL STONES
6. SET HORIZONTAL JOINTS LEVEL
7. CONTRACTOR TO VERIFY BASE STONE REQUIREMENT PER GEOTECHNICAL ENGINEER
8. ALL SUBGRADE AND BACKFILL MATERIAL TO BE REVIEWED AND APPROVED BY STRUCTURAL AND GEOTECHNICAL ENGINEER

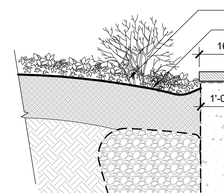
5 L300 **GRAVITY STACKED BOULDER WALL**
3/4"=1'-0" DETAIL





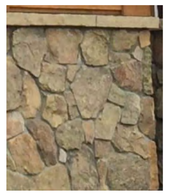
NOTES:
1. DO NOT STAKE TREES 8' OR SMALLER
2. SET ROOTBALL ON UNDISTURBED SOIL
3. PROVIDE THREE-GUY SYSTEM EQUIDISTANT AROUND TREE AT 120 DEGREES AND REMOVE AFTER 1 YEAR
4. TREES WITH CRUMBLED OR BROKEN ROOTBALLS WILL BE REJECTED.

2 L300 **EVERGREEN TREE PLANTING**
1"=1'-0" DETAIL





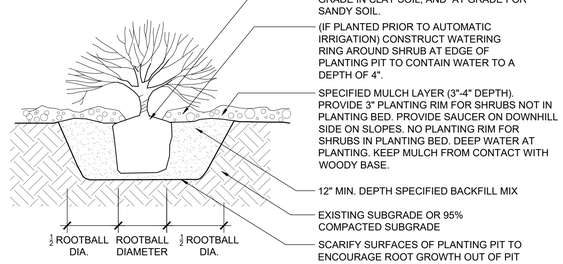
STONE VENEER REFERENCE IMAGE: ALPINA STONE (TELLURIDE STONE COMPANY, HERITAGE SERIES)



CHARACTER IMAGE: COLORADO BUFF SANDSTONE CAP WITH ALPINA STONE VENEER WALL

4 L300 **CMU/C.I.P. CONCRETE RETAINING WALL WITH STONE VENEER**
1/2"=1'-0" DETAIL

NOTES:
1. SEE PLANTING PLANS AND PLANT SCHEDULES FOR SHRUB LOCATION & TYPE. SEE PLANTING NOTES FOR ADDITIONAL INFORMATION.
2. ALL FINAL GRADING AND TOP SOIL APPLICATION SHALL BE COMPLETED PRIOR TO SHRUB PLANTING.
3. SEE PLANTING PLANS FOR SURFACE TREATMENT / FINISH. DO NOT PLANT UNTIL FINAL GRADES HAVE BEEN PROVIDED. SEE GRADING PLANS AND NOTES.
4. TEST PERCOLATION RATE OF PIT AND REPORT RESULTS TO OWNER'S REP. 24 HRS PRIOR TO PLANTING. WATER PLANTING PIT WHILE BACKFILLING.
5. REMOVE ALL CONTAINERS, BURLAP WIRE OR OTHER MATERIAL SUPPORTING ROOTBALL.
6. PRUNE DAMAGED, WEAK, DEAD AND DOUBLE CROTCH / LEADER WOOD ONLY. IF PRUNING DOUBLE LEADER, REMOVE SMALLER, WEAKER LEADER.
7.SHRUBS WITH BROKEN OR FAILING ROOTBALLS WILL BE REJECTED.



1 L300 **SHRUB PLANTING IN MULCH BED**
1/2"=1'-0" DETAIL

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SOUTH GOLD RUSH/ PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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ISSUE DATE:	09/23/2024
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SHEET TITLE:

SITE DETAILS

SHEET NUMBER:

L300

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SOUTH GOLD RUSH/ PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
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FINAL CLASS A SITE PLAN SUBMITTAL

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SHEET TITLE:

ILLUSTRATIVE PLAN

SHEET NUMBER:

L400

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KEY MAP

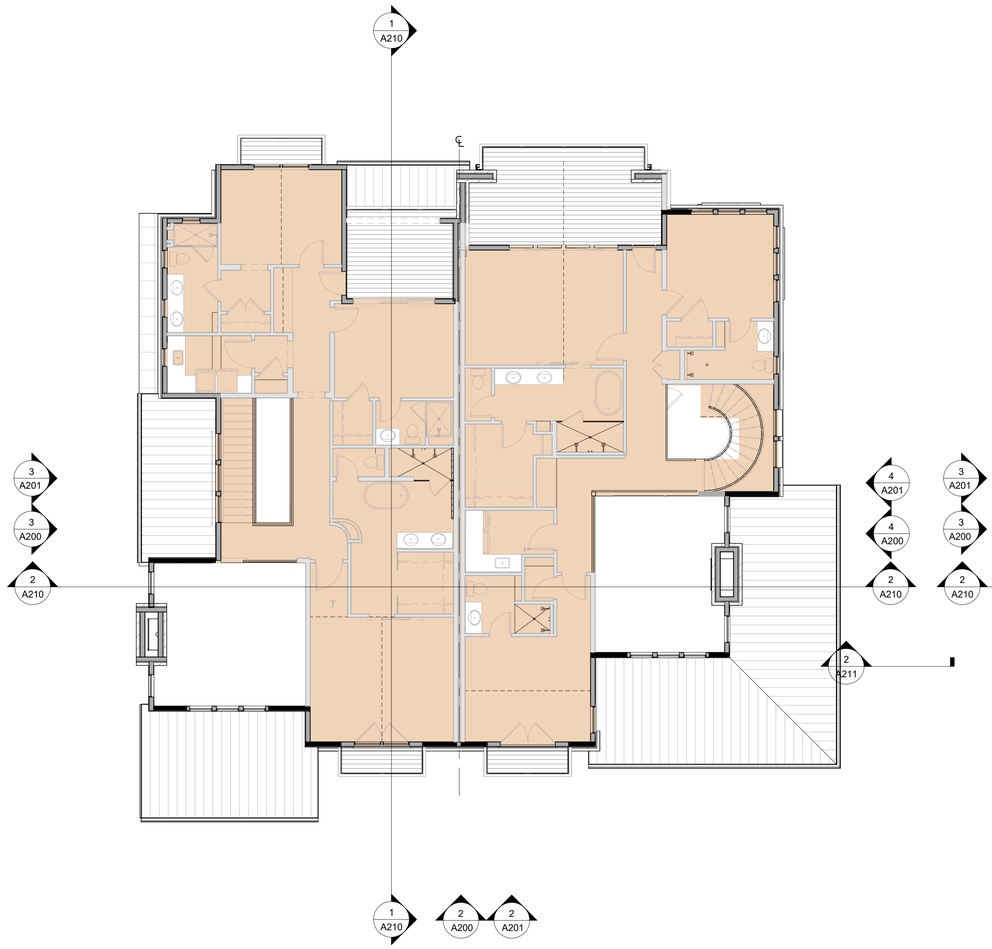
September 23, 2024	GOLD RUSH SOUTH DUPLEX					
GENERAL	HEIGHT (STORIES)					3
	TOTAL GROSS SF					57,535
	TOTAL UNITS					16
	TOTAL PARKING DEMAND					32
	RESIDENTIAL SPF (1.1600 SF)					40,000.00
	TOTAL SPF					38.00
	NAME	BASEMENT	FIRST FLOOR	SECOND FLOOR	AREA (SQ. FT.)	TOTAL
BUILDING 1	UNIT A	0	1575	1418	2,494	4,488
	GARAGE A				687	1,374
	UNIT B	0	1141	1415	2,556	5,112
	GARAGE B				613	1,226
BUILDING 2	UNIT C	0	1253	1485	2,738	8,214
	GARAGE C				563	1,689
	UNIT D	0	1631	1372	3,003	9,009
	GARAGE D				554	1,662
BUILDING 3	UNIT E	789	1096	1462	3,347	10,041
	GARAGE E				566	1,698
	UNIT F	774	1224	1537	3,535	10,605
	GARAGE F				639	1,917
GOLD RUSH SOUTH BUILDING AREA TOTAL						47,969
MASS TOTAL (BUILDINGS AND GARAGE - 57,600 ALLOWED)						57,535

NOTE: EXCLUDES GARAGE, PATIO, OPEN TO BELOW, ELEVATOR CORE, MECHANICAL, EXTERIOR FIREPLACE, AND OTHER NON-LIVABLE AREAS.

GAS FIREPLACE (INT/EXT)			FIREPLACE COUNT	TOTAL
BUILDING 1	UNIT A (1/0)		1	2
	UNIT B (1/1)		2	4
BUILDING 2	UNIT C (1/1)		2	6
	UNIT D (1/0)		1	3
BUILDING 3	UNIT E (1/1)		3	9
	UNIT F (2/0)		3	9
TOTAL				33

USE TYPE:

UNIT



2 A100 BUILDING 1 - SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

1 A100 BUILDING 1 - FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

Scale: 1" = 10'-0"
0' 5'-0" 10'-0" 20'-0"

North

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T 303.443.7533

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SOUTH GOLD RUSH / PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

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ISSUE DATE: 09/23/2024
REVISIONS:

SHEET TITLE:
PLANS - BUILDING 1

SHEET NUMBER:
A100

Drawing: Autodesk Docs://2024018.30 Gold Rush South/Gold Rush South.rvt
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KEY MAP

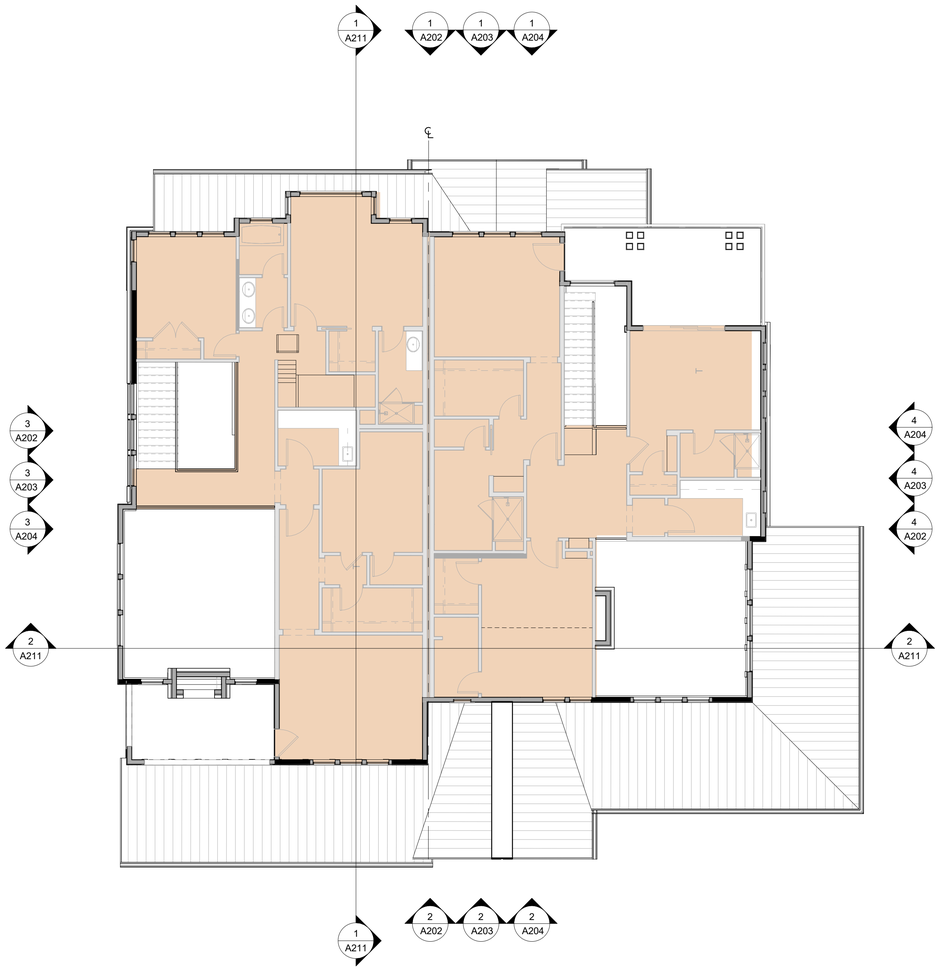
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GENERAL	HEIGHT (STORIES)					3
	TOTAL GROSS SF					57,535
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	TOTAL PARKING DEMAND					32
	RESIDENTIAL SPE (1:1600 SF)					40,000.00
	TOTAL SPE					39.00
	NAME	BASEMENT	FIRST FLOOR	SECOND FLOOR	AREA (SQ. FT.)	TOTAL
BUILDING 1	UNIT A	0	1575	1418	2,494	4,588
	GARAGE A				687	1,374
	UNIT B	0	1141	1415	2,556	5,112
	GARAGE B				613	1,226
BUILDING 2	UNIT C	0	1253	1485	2,738	8,214
	GARAGE C				563	1,689
	UNIT D	0	1631	1372	3,003	9,009
	GARAGE D				554	1,662
BUILDING 3	UNIT E	789	1096	1462	3,347	10,041
	GARAGE E				566	1,698
	UNIT F	774	1224	1537	3,535	10,605
	GARAGE F				639	1,917
GOLD RUSH SOUTH BUILDING AREA TOTAL						47,969
MASS TOTAL (BUILDINGS AND GARAGE - 57,600 ALLOWED)						57,535

NOTE: EXCLUDES GARAGE, PATIO, OPEN TO BELOW, ELEVATOR CORE, MECHANICAL, EXTERIOR FIREPLACE, AND OTHER NON-LIVABLE AREAS.

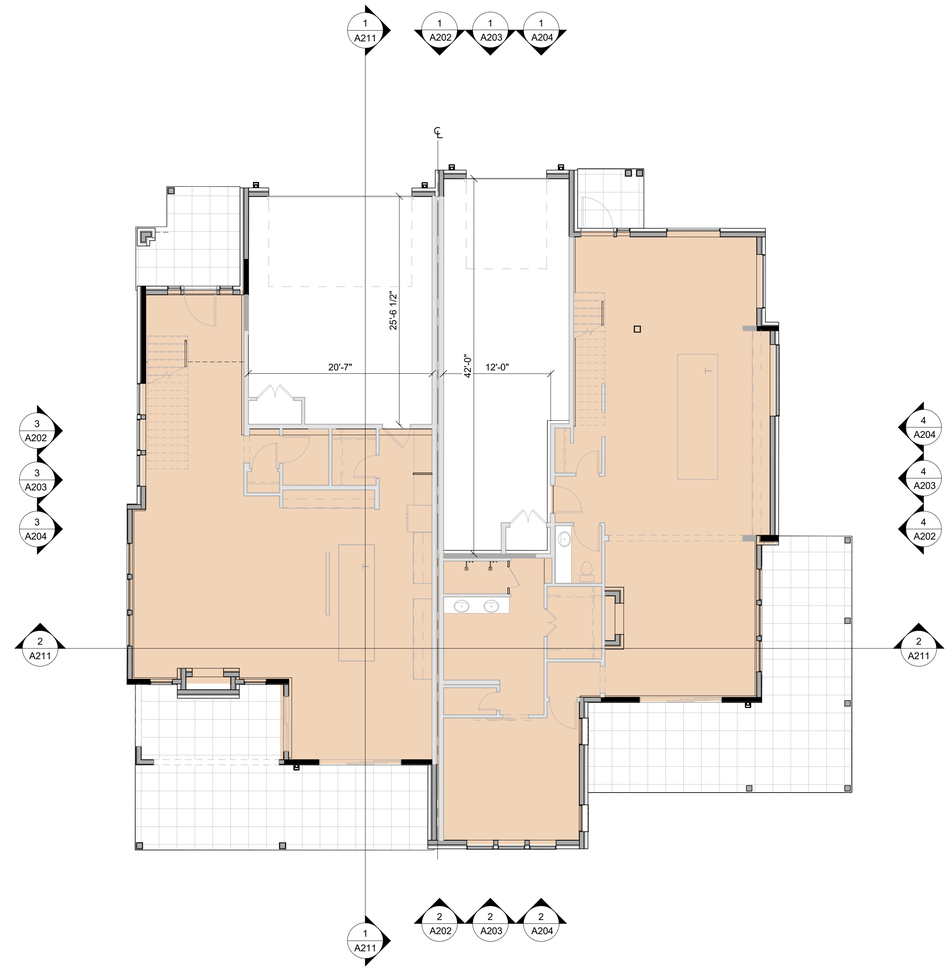
GAS FIREPLACE (INT/EXT)				FIREPLACE COUNT	TOTAL
BUILDING 1	UNIT A (1/0)			1	2
	UNIT B (1/1)			2	4
BUILDING 2	UNIT C (1/1)			2	6
	UNIT D (1/0)			1	3
BUILDING 3	UNIT E (1/1)			3	9
	UNIT F (2/0)			3	9
TOTAL					33

USE TYPE:

UNIT



2 A101 BUILDING 2 - SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 A101 BUILDING 2 - FIRST FLOOR PLAN -
SCALE: 1/8" = 1'-0"

Scale: 1" = 10'- 0"
0' 5'-0" 10'-0" 20'-0"

North

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SOUTH GOLD RUSH / PARCEL 3

LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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SHEET TITLE:
PLANS - BUILDING 2

SHEET NUMBER:
A101

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KEY MAP

September 23, 2024	GOLD RUSH SOUTH DUPLEX					
GENERAL	HEIGHT (STORIES)					3
	TOTAL GROSS SF					57,535
	TOTAL UNITS					16
	TOTAL PARKING DEMAND					32
	RESIDENTIAL SPE (1:1600 SF)					40,000.00
	TOTAL SPE					39.00
	NAME	BASEMENT	FIRST FLOOR	SECOND FLOOR	AREA (SQ. FT.)	TOTAL
BUILDING 1	UNIT A	0	1575	1418	2,494	4,488
	GARAGE A				687	1,374
	UNIT B	0	1141	1415	2,556	5,112
	GARAGE B				613	1,226
BUILDING 2	UNIT C	0	1253	1485	2,738	8,214
	GARAGE C				563	1,689
	UNIT D	0	1631	1372	3,003	9,009
	GARAGE D				554	1,662
BUILDING 3	UNIT E	789	1096	1462	3,347	10,041
	GARAGE E				566	1,698
	UNIT F	774	1224	1537	3,535	10,605
	GARAGE F				639	1,917
GOLD RUSH SOUTH BUILDING AREA TOTAL						47,969
MASS TOTAL (BUILDINGS AND GARAGE - 57,600 ALLOWED)						57,535

NOTE: EXCLUDES GARAGE, PATIO, OPEN TO BELOW, ELEVATOR CORE, MECHANICAL, EXTERIOR FIREPLACE, AND OTHER NON-LIVABLE AREAS.

GAS FIREPLACE (INT/EXT)				FIREPLACE COUNT	TOTAL
BUILDING 1	UNIT A (1/0)			1	2
	UNIT B (1/1)			2	4
BUILDING 2	UNIT C (1/1)			2	6
	UNIT D (1/0)			1	3
BUILDING 3	UNIT E (1/1)			3	9
	UNIT F (2/0)			3	9
TOTAL					33



2 A102 BUILDING 3 - FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

1 A102 BUILDING 3 - BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0"

Scale: 1" = 10'-0"
0' 5'-0" 10'-0" 20'-0"

North

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LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
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SHEET TITLE: PLANS - BUILDING 3

SHEET NUMBER: A102

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KEY MAP

September 23, 2024	GOLD RUSH SOUTH DUPLEX					
GENERAL	HEIGHT (STORIES)					3
	TOTAL GROSS SF					57,535
	TOTAL UNITS					16
	TOTAL PARKING DEMAND					32
	RESIDENTIAL SPE (1:1600 SF)					40,000.00
	TOTAL SPE					39.00
	NAME	BASEMENT	FIRST FLOOR	SECOND FLOOR	AREA (SQ. FT.)	TOTAL
BUILDING 1	UNIT A	0	1575	1418	2,494	4,588
	GARAGE A				687	1,374
	UNIT B	0	1141	1415	2,556	5,112
	GARAGE B				613	1,226
BUILDING 2	UNIT C	0	1253	1485	2,738	8,214
	GARAGE C				563	1,689
	UNIT D	0	1631	1372	3,003	9,009
	GARAGE D				554	1,662
BUILDING 3	UNIT E	789	1096	1462	3,347	10,041
	GARAGE E				566	1,698
	UNIT F	774	1224	1537	3,535	10,605
	GARAGE F				639	1,917
GOLD RUSH SOUTH BUILDING AREA TOTAL						47,969
MASS TOTAL (BUILDINGS AND GARAGE - 57,600 ALLOWED)						57,535

NOTE: EXCLUDES GARAGE, PATIO, OPEN TO BELOW, ELEVATOR CORE, MECHANICAL, EXTERIOR FIREPLACE, AND OTHER NON-LIVABLE AREAS.

GAS FIREPLACE (INT/EXT)				FIREPLACE COUNT	TOTAL
BUILDING 1	UNIT A (1/0)			1	2
	UNIT B (1/1)			2	4
BUILDING 2	UNIT C (1/1)			2	6
	UNIT D (1/0)			1	3
BUILDING 3	UNIT E (1/1)			3	9
	UNIT F (2/0)			3	9
TOTAL					33

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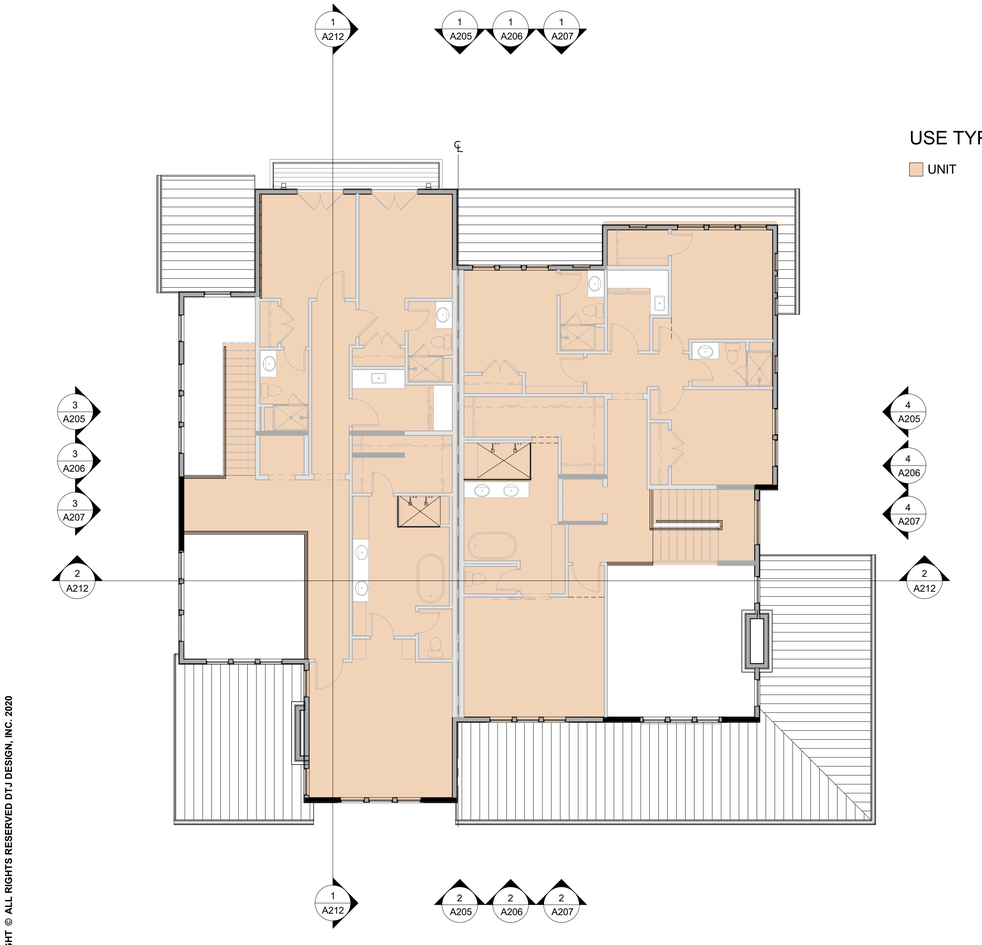
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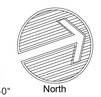
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FINAL CLASS A SITE PLAN SUBMITTAL



2 A103 BUILDING 3 - SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

Scale: 1" = 10'- 0"
0' 5'-0" 10'-0" 20'-0"



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PLANS - BUILDING 3

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KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	STONE
03	NATURAL WOOD SIDING
04	FIBER CEMENT SIDING
05	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A200 BUILDING 1 - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



4 A200 BUILDING 1 - LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 A200 BUILDING 1 - REAR ELEVATION
SCALE: 1/8" = 1'-0"



1 A200 BUILDING 1 - FRONT ELEVATION
SCALE: 1/8" = 1'-0"

Scale: 1/8" = 1'- 0"
0' 4'-0" 8'-0" 16'-0"

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SHEET TITLE:
ELEVATIONS - BUILDING 1 - SCHEME 1

SHEET NUMBER:
A200

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KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	STONE
03	NATURAL WOOD SIDING
04	FIBER CEMENT SIDING
05	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A201 BUILDING 1 - RIGHT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



4 A201 BUILDING 1 - LEFT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



2 A201 BUILDING 1 - REAR ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



1 A201 BUILDING 1 - FRONT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"

Scale: 1/8" = 1'- 0"
0' 4'-0" 8'-0" 16'-0"

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SHEET TITLE:
ELEVATIONS - BUILDING 1 - SCHEME 2

SHEET NUMBER:
A201

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KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	STONE
03	NATURAL WOOD SIDING
04	FIBER CEMENT SIDING
05	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A202 BUILDING 2 - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



4 A202 BUILDING 2 - LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 A202 BUILDING 2 - REAR ELEVATION
SCALE: 1/8" = 1'-0"



1 A202 BUILDING 2 - FRONT ELEVATION
SCALE: 1/8" = 1'-0"

Scale: 1/8" = 1'- 0"
0' 4'-0" 8'-0" 16'-0"

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SHEET TITLE:
ELEVATIONS - BUILDING 2 - SCHEME 1

SHEET NUMBER:
A202

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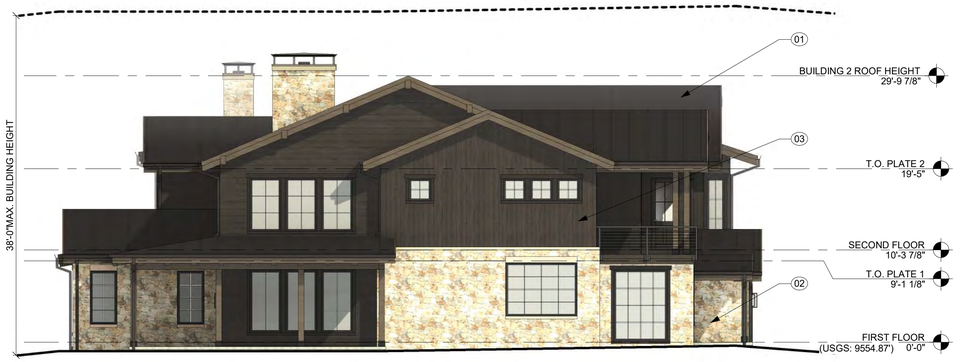
KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	STONE
03	NATURAL WOOD SIDING
04	FIBER CEMENT SIDING
05	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A203 BUILDING 2 - RIGHT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



4 A203 BUILDING 2 - LEFT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



2 A203 BUILDING 2 - REAR ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



1 A203 BUILDING 2 - FRONT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"

Scale: 1/8" = 1'- 0"
0' 4'-0" 8'-0" 16'-0"

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SHEET TITLE:
ELEVATIONS - BUILDING 2 - SCHEME 2

SHEET NUMBER:
A203

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KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	STONE
03	NATURAL WOOD SIDING
04	FIBER CEMENT SIDING
05	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A204 BUILDING 2 - RIGHT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



4 A204 BUILDING 2 - LEFT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



2 A204 BUILDING 2 - REAR ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



1 A204 BUILDING 2 - FRONT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"

Scale: 1/8" = 1'- 0"
0' 4'-0" 8'-0" 16'-0"

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SHEET TITLE:
ELEVATIONS - BUILDING 2 - SCHEME 3

SHEET NUMBER:
A204

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ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	STONE
03	NATURAL WOOD SIDING
04	FIBER CEMENT SIDING
05	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



KEY MAP



3 A205 BUILDING 3 - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



4 A205 BUILDING 3 - LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 A205 BUILDING 3 - REAR ELEVATION
SCALE: 1/8" = 1'-0"



1 A205 BUILDING 3 - FRONT ELEVATION
SCALE: 1/8" = 1'-0"

Scale: 1/8" = 1'- 0"
0' 4'-0" 8'-0" 16'-0"

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ISSUE DATE:	09/23/2024
REVISIONS: 1	10/28/2024

SHEET TITLE:
ELEVATIONS - BUILDING 3 - SCHEME 1

SHEET NUMBER:
A205



KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	STONE
03	NATURAL WOOD SIDING
04	FIBER CEMENT SIDING
05	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



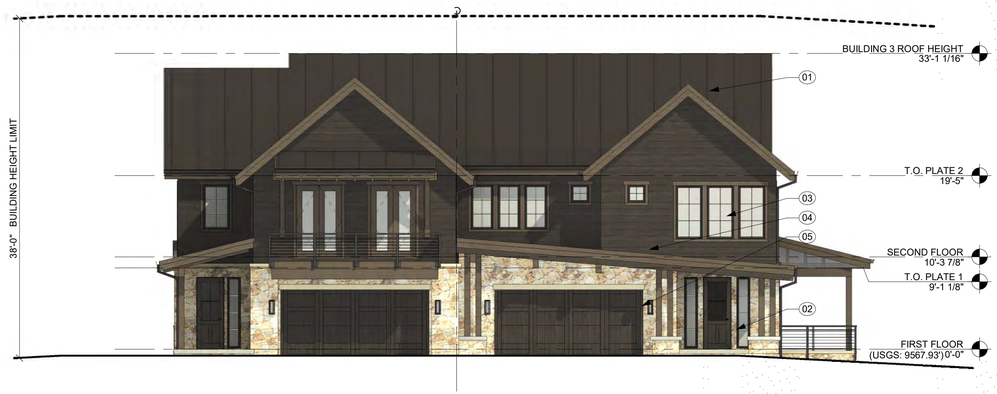
3 A206 BUILDING 3 - RIGHT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



4 A206 BUILDING 3 - LEFT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



2 A206 BUILDING 3 - REAR ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"



1 A206 BUILDING 3 - FRONT ELEVATION - SCHEME 2
SCALE: 1/8" = 1'-0"

Scale: 1/8" = 1'- 0"
0' 4'-0" 8'-0" 16'-0"

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SHEET TITLE:
ELEVATIONS - BUILDING 3 - SCHEME 2

SHEET NUMBER:
A206

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KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	STONE
03	NATURAL WOOD SIDING
04	FIBER CEMENT SIDING
05	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A207 BUILDING 3 - RIGHT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



4 A207 BUILDING 3 - LEFT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



2 A207 BUILDING 3 - REAR ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"



1 A207 BUILDING 3 - FRONT ELEVATION - SCHEME 3
SCALE: 1/8" = 1'-0"

Scale: 1/8" = 1'- 0"
0' 4'-0" 8'-0" 16'-0"

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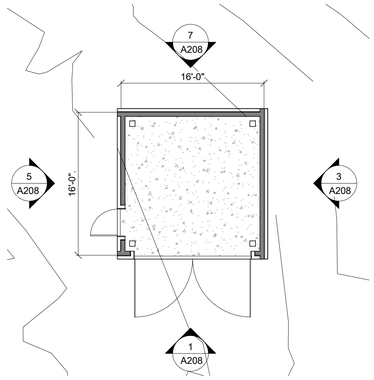
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SHEET TITLE:
ELEVATIONS - BUILDING 3 - SCHEME 3

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6 A208 TRASH ENCLOSURE - FLOOR PLAN
SCALE: 1/8" = 1'-0"



KEY MAP

ELEVATION KEYNOTES	
01	STANDING SEAM METAL ROOF
02	STONE
03	NATURAL WOOD SIDING
04	FIBER CEMENT SIDING
05	BUILDING MOUNTED DOWN LIGHT

NOTE: EXISTING GRADE SHOWN AT MOST SEVERE HEIGHT CONDITION FOR BUILDING TYPE. PLEASE REFER TO LOT SPECIFIC GRADING CONDITIONS FOR BUILDING SPECIFIC GRADING INFORMATION.



3 A208 TRASH ENCLOSURE - RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



5 A208 TRASH ENCLOSURE - LEFT ELEVATION
SCALE: 1/4" = 1'-0"



7 A208 TRASH ENCLOSURE - REAR ELEVATION
SCALE: 1/4" = 1'-0"



1 A208 TRASH ENCLOSURE - FRONT ELEVATION
SCALE: 1/4" = 1'-0"

Scale: 1/8" = 1'- 0"
0' 4'-0" 8'-0" 16'-0"

North

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SOUTH GOLD RUSH / PARCEL 3

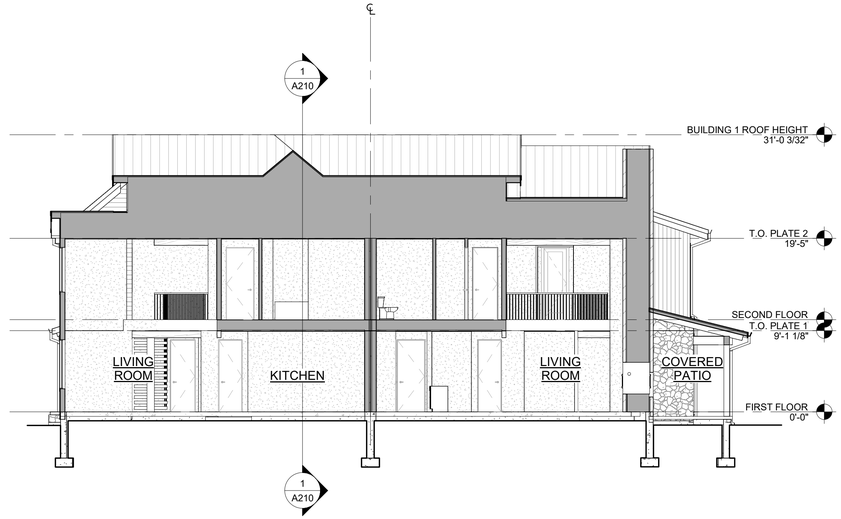
LOT 1, GONDOLA LOTS SUBDIVISION FILING NO. 1
355 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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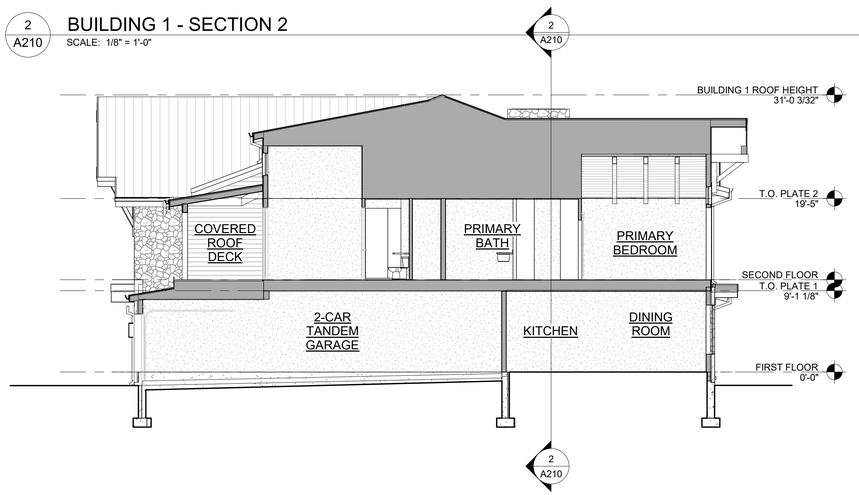
SHEET TITLE: TRASH ENCLOSURE

SHEET NUMBER: A208



2 A210 BUILDING 1 - SECTION 2

SCALE: 1/8" = 1'-0"



1 A210 BUILDING 1 - SECTION 1

SCALE: 1/8" = 1'-0"

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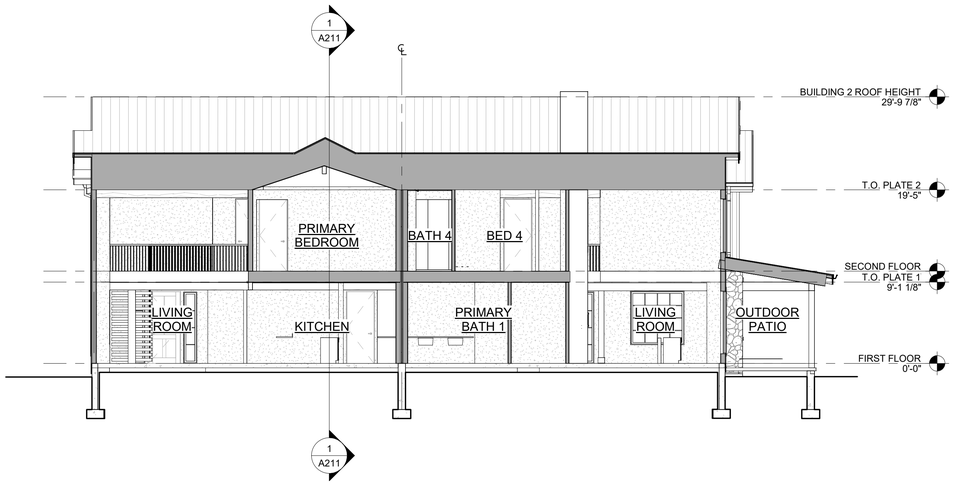
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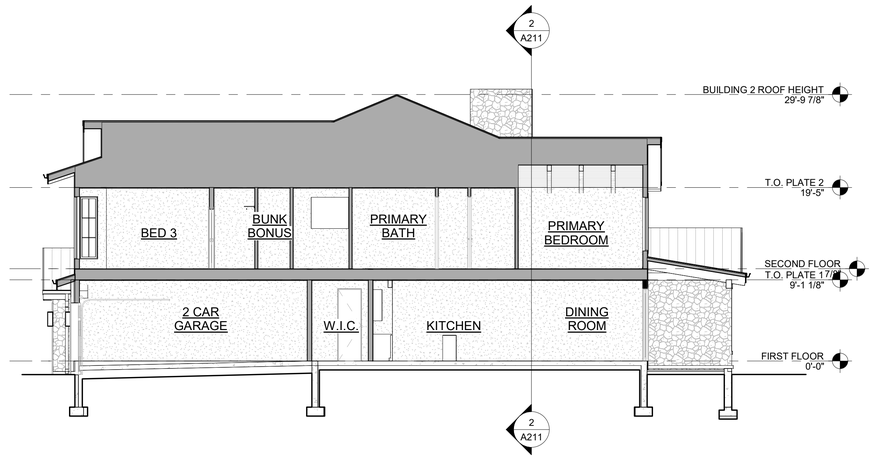
SHEET TITLE:
BUILDING 1
SECTIONS

SHEET NUMBER:
A210



2 A211 BUILDING 2 - SECTION 2

SCALE: 1/8" = 1'-0"



1 A211 BUILDING 2 - SECTION 1

SCALE: 1/8" = 1'-0"

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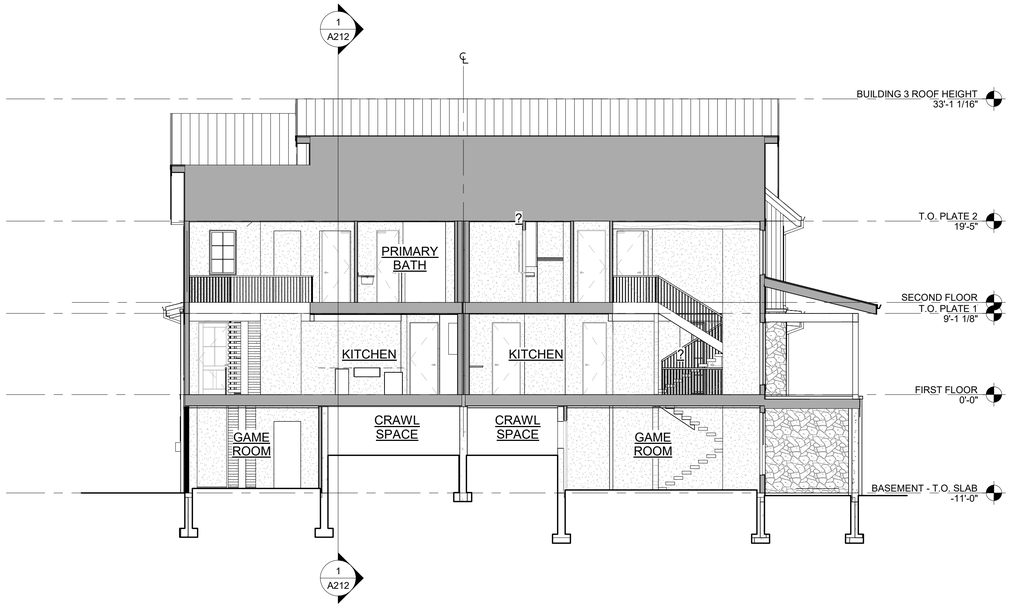
SHEET TITLE:

BUILDING 2
SECTIONS

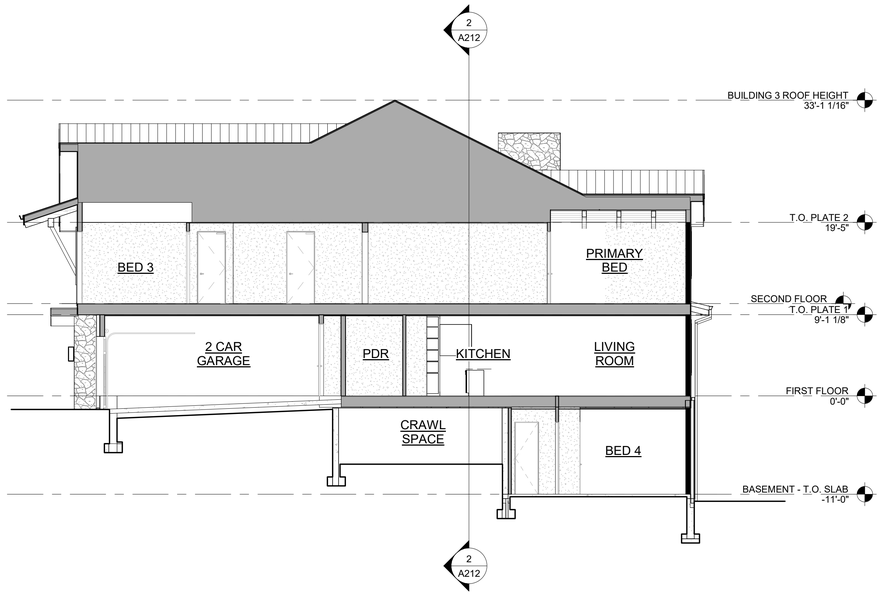
SHEET NUMBER:

A211

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2 A212 BUILDING 3 - SECTION 2
SCALE: 1/8" = 1'-0"



1 A212 BUILDING 3 - SECTION 1
SCALE: 1/8" = 1'-0"

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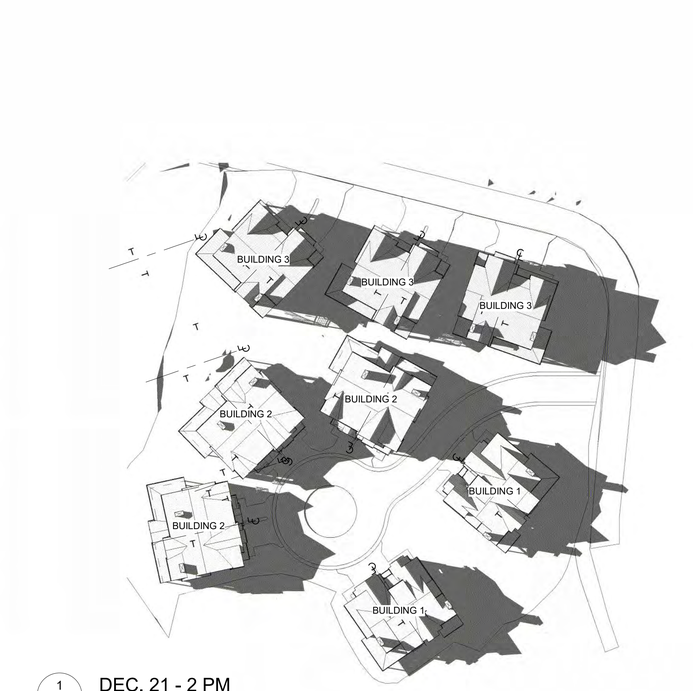
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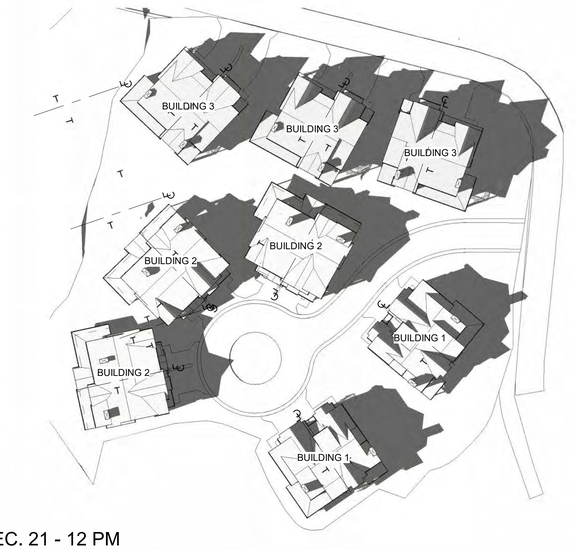
SHEET TITLE:
BUILDING 3
SECTIONS

SHEET NUMBER:
A212



1 A301 DEC. 21 - 2 PM
SCALE: 1" = 60'-0"

2 A301 DEC. 21 - 1 PM
SCALE: 1" = 60'-0"



3 A301 DEC. 21 - 12 PM
SCALE: 1" = 60'-0"



4 A301 DEC. 21 - 11 AM
SCALE: 1" = 60'-0"



5 A301 DEC. 21 - 10 AM
SCALE: 1" = 60'-0"

Scale: 1" = 60'-0"
0' 30'-0" 60'-0" 120'-0"

North

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REVISIONS:	

SHEET TITLE:

SOLAR STUDY

SHEET NUMBER:

A301

TRIM STAIN



MINWAX
DARK WALNUT
OR SIMILAR

MINWAX
HERITAGE BROWN
OR SIMILAR

MINWAX
TRUE BLACK
OR SIMILAR

SOFFIT



DELTA MILLWORKS
MOJAVA THERMAL HEMLOCK - SMOOTH - MESA
HORIZONTAL T&G
OR SIMILAR

DELTA MILLWORKS
THERMOWOOD SPRUCE - ROUGH SAWN - ARROYO
HORIZONTAL T&G
OR SIMILAR

DELTA MILLWORKS
ACCOYA - SMOOTH - SADDLE
HORIZONTAL T&G
OR SIMILAR

STANDING SEAM METAL ROOF + METAL RAILING



WESTERN STATE METAL ROOFING
STANDING SEAM METAL ROOF
MANSARD BROWN
OR SIMILAR

WESTERN STATE METAL ROOFING
STANDING SEAM METAL ROOF
MANSARD BROWN
OR SIMILAR

WESTERN STATE METAL ROOFING
STANDING SEAM METAL ROOF
CHARCOAL GRAY
OR SIMILAR

FIBER CEMENT SIDING



DELTA MILLWORKS
ACCOYA - BARNWOOD 2.0 - EAGLE
HORIZONTAL T&G
OR SIMILAR

DELTA MILLWORKS
THERMOWOOD - ROUGH SAWN - HISTORIC BROWN
HORIZONTAL SHIP LAP (EXPOSED REVEAL)
OR SIMILAR

DELTA MILLWORKS
ACCOYA - ROUGH SAWN 3.0 - WIMBERLEY
HORIZONTAL T&G
OR SIMILAR

NATURAL WOOD SIDING



DELTA MILLWORKS
RECLAIMED BARNWOOD - PRESIDIO
VERTICAL T&G
OR SIMILAR

DELTA MILLWORKS
ACCOYA - BARNWOOD 2.0 - RICH BROWN
VERTICAL T&G
OR SIMILAR

DELTA MILLWORKS
ACCOYA - SMOOTH - DELTA BLACK
VERTICAL T&G
OR SIMILAR

STONE MASONRY



TELLURIDE STONE COMPANY
HERITAGE - ALPINA
OR SIMILAR

TELLURIDE STONE COMPANY
HERITAGE - ALPINA
OR SIMILAR

TELLURIDE STONE COMPANY
HERITAGE - ALPINA
OR SIMILAR

MATERIAL SCHEME 1



MATERIAL SCHEME 2

MATERIAL SCHEME 3

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SHEET TITLE:

MATERIAL BOARD

SHEET NUMBER:

A302

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VIEW 3 - NORTH PARK AVE LOOKING WEST



VIEW 2 - EXISTING ENTRY LOOKING SOUTH



VIEW 4 - WOODS DRIVE, TOP OF ROUND-ABOUT, LOOKING WEST



VIEW 1 - ALONG WOODS DRIVE LOOKING NORTH

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SHEET TITLE:

SITE PANORAMIC PHOTOS

SHEET NUMBER:

A900



VIEW 3 - NORTH PARK AVE LOOKING WEST



VIEW 2 - PARKING LOT ENTRY LOOKING SOUTH



VIEW 4 - WOODS DRIVE, TOP OF ROUND-ABOUT, LOOKING WEST



VIEW 1 - ALONG WOODS DRIVE LOOKING NORTH

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PROJECT NO: 2024019.30
ISSUE DATE: 09/23/2024
REVISIONS:

SHEET TITLE:

SITE PANORAMIC PHOTOS WITH STRUCTURES

SHEET NUMBER:

A901

From:	Richard Himmelstein
To:	Sarah Crump
Cc:	Mayor; Council
Subject:	Re: Parcel 3 Duplexes Site Plan Modification Request to PL-2024-0302, Class C Modification Hearing (PL-2025-0116)
Date:	Friday, June 27, 2025 10:58:12 AM
Attachments:	image001.png No Structure space per Code.pdf

External sender <richard.himmelstein@gmail.com>
Make sure you trust this sender before taking any actions.

CRE 408 Communication

Hi Sarah, Good morning.

I am looping in the Mayor and the Town Council on this email.

The ToB has a due diligence to protect the Gondola (including its associated air space). I respectfully disagree with Mayor Owen's statement where she states that the town isn't responsible for granting air space (that impacts the ToB). This is like the ToB not having a say in how CDOT handles state highways and associated ROWs (throughout ToB).

I further respectfully disagree in your email when you wrote "*Further questions about this should be directed to the CPTSB."* Reiterating, the ToB has a due diligence to protect the Gondola (including its associated air space). From a people mover traffic count, it is probably the most important thoroughfare for the ToB.

It is my understanding that the structures (from the Independence Townhomes) would be the only structures encroaching the air Space until Peak 7-8. As such, any future modifications (e.g., bigger gondola cabs), could be denied (due to the Independence Townhomes).

In your email, you further state that it is your understanding that "...Building 2.1 will be within the gondola easement but does not encroach upon the 35' airspace and therefore did not require a variance letter from CPTSB". I respectfully disagree. Below is the code also requiring a variance for Building 2.1.

Section 2 Aerial Tramway
2.1.1.2.1 Location of Power Lines.
Power lines shall be located a minimum distance equal to the height of poles or support structures from any passenger tramway so that poles and electrical lines cannot touch any portion of the tramway, loading or unloading points or platforms and tow path, if applicable, upon collapse of poles or lines, unless suitable and approved precautions are taken to safeguard human lives.
2.1.1.2.2 Air space requirements.
2.1.1.2.2.1 Structures. No passenger tramway installation shall be permitted to operate when a structure encroaches into the air space of the passenger tramway, defined as the area bounded by vertical planes commencing at a point thirty-five (35) feet from the intersection of the vertical planes of the ropes or cables and ground surface.
For purposes of this rule, buildings controlled by the licensee used primarily for maintenance and operation of the lift and other tramways shall not be considered structures; however, buildings must comply with the following.
(1) No flammable liquids may be stored in the building, unless such flammable liquids are stored in UL listed storage cabinets.
(2) The building must be within the view of the attendant but not impair the sight line of the lift.
(3) Entrances to all machinery, operators', and attendants' rooms shall be locked when not in use. Unattended entrances accessible to

For your ready reference attached is a drawing that describes the above code.

Regards,

Richard B. Himmelstein
Phone: (970) 368-2010
email: richard.himmelstein@gmail.com

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On Thu, Jun 26, 2025 at 10:16 AM Sarah Crump <sarahc@townofbreckenridge.com> wrote:

> Hi Richard,
>
> It is my understanding that Building 2.1 will be within the gondola easement but does not encroach upon the 35' airspace and therefore did not require a variance letter from CPTSB. Further questions about this should be directed to the CPTSB.
>
> **Sarah Crump, AICP**
>
> Senior Planner, Community Development
>
> Town of Breckenridge
>
> 150 Ski Hill Road – PO Box 168
>
> Breckenridge, CO 80424
>
> Direct: 970-453-3168, Main: 970-453-3160
>
> sarahc@townofbreckenridge.com
>
> ---
>
> **From:** Richard Himmelstein <richard.himmelstein@gmail.com>
> **Sent:** Wednesday, June 25, 2025 8:35 PM
> **To:** Sarah Crump <sarahc@townofbreckenridge.com>

Subject: Re: Parcel 3 Duplexes Site Plan Modification Request to PL-2024-0302, Class C Modification Hearing (PL-2025-0116)

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Hi Sarah,

I received the letters for the buildings 3.3 and 2.2 with thanks. I further note that building 2.1 is showing that it will also encroach the easement as well. Do you have a letter for that?

Regards,

Richard B. Himmelstein

Phone: (970) 368-2010
email: richard.himmelstein@gmail.com

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On Wed, Jun 25, 2025 at 10:46 AM Sarah Crump <sarahc@townofbreckenridge.com> wrote:

> Hi Richard,
>
> See letters from the Colorado Passenger Tramway Safety Board beginning on page 77 of the packet you have linked below which approve of the locations of the buildings 3.3 and 2.2. Mayor Owens was correct that the CPTSB reviews allowances for structures within the gondola easement, not the Town.

Sarah Crump, AICP

Senior Planner, Community Development

Town of Breckenridge

150 Ski Hill Road – PO Box 168

Breckenridge, CO 80424

Direct: 970-453-3168, Main: 970-453-3160

sarahc@townofbreckenridge.com

From: Richard Himmelstein <richard.himmelstein@gmail.com>
Sent: Wednesday, June 25, 2025 10:25 AM
To: Sarah Crump <sarahc@townofbreckenridge.com>
Subject: Re: Parcel 3 Duplexes Site Plan Modification Request to PL-2024-0302, Class C Modification Hearing (PL-2025-0116)

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Hi Sarah, Good morning.

Can you provide more information on the 35' corridor of gondola airspace described in the application below. I am asking because the application indicates that structures 2.2; 2.1; and 3.3 are still inside said 35' corridor of the gondola airspace. See p37 of the application https://breckenridgeco.portal.civicclerk.com/event/113/files/attachment/495

In their Recent Planning Board Modification Request
The site plan modification proposal includes relocation of three of the previously approved eight duplex structures, reconfiguration of the private drive, and relocation of supporting infrastructure and elements such as retaining walls, trash enclosure, guest parking, drainage facilities, detention ponds, and landscaping. Specifically, the applicant is requesting that buildings 2.1, 2.2, and 2.3 be shifted such that no building is located directly within a 35' corridor of gondola air space.

Thank you.

Regards,

Richard B. Himmelstein

Phone: (970) 368-2010
email: richard.himmelstein@gmail.com

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