



TOWN OF  
**BRECKENRIDGE**

**Town Council Regular Meeting**

Tuesday, April 9, 2024, 7:00 PM

Town Hall Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

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

**I. CALL TO ORDER, ROLL CALL**

**II. APPROVAL OF MINUTES**

A. TOWN COUNCIL MINUTES - MARCH 26, 2024

**III. APPROVAL OF AGENDA**

**IV. COMMUNICATIONS TO COUNCIL**

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

**V. DISPATCHER WEEK PROCLAMATION**

A. PROCLAMATION

**VI. CONTINUED BUSINESS**

A. SECOND READING OF COUNCIL BILLS, SERIES 2024

1. *COUNCIL BILL NO. 7, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE DEVELOPMENT CODE TO CREATE DEFENSIBLE SPACE FOR MITIGATION OF WILDFIRE*

2. *COUNCIL BILL NO. 9, SERIES 2024 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE AND GONDOLA PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY ("GONDOLA PROPERTIES"), BGV PARTNERS ENTRADA LLC, A COLORADO LIMITED LIABILITY COMPANY ("BGV ENTRADA"); VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION ("VSRI"); AND LC BRECKENRIDGE HOLDCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("LC BRECKENRIDGE")*

3. *COUNCIL BILL NO. 10, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS*

*UNINCORPORATED TERRITORY KNOWN AS THE ENTRADA PROPERTY AND IN CONNECTION THEREWITH APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE ENTRADA PROPERTY*

**VII. NEW BUSINESS**

A. FIRST READING OF COUNCIL BILLS, SERIES 2024

1. *COUNCIL BILL NO. 12, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE TO REGULATE OUTDOOR IRRIGATION BY ALTERNATING DAILY WATERING SCHEDULES BY EVEN AND ODD NUMBER ADDRESSES FOR CONSERVATION PURPOSES*
2. *COUNCIL BILL NO. 13, SERIES 2024 - A BILL FOR AN ORDINANCE ESTABLISHING CRITERIA FOR DETERIORATION OF LANDMARKS AND HISTORIC STRUCTURES IN A MANNER THAT CONSTITUTES DEMOLITION BY NEGLECT*

B. RESOLUTIONS, SERIES 2024

1. *RESOLUTION NO. 11, SERIES 2024 - A RESOLUTION APPOINTING THE PRESIDING JUDGE AND FIXING THEIR COMPENSATION*

C. OTHER

**VIII. PLANNING MATTERS**

A. PLANNING COMMISSION DECISIONS

**IX. REPORT OF TOWN MANAGER AND STAFF**

**X. REPORT OF MAYOR AND COUNCIL MEMBERS**

- A. CAST/MMC (Town Manager)
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (Bergeron)
- C. BRECKENRIDGE TOURISM OFFICE (Carleton)
- D. BRECKENRIDGE HISTORY (Saade)
- E. BRECKENRIDGE CREATIVE ARTS (Rankin)
- F. CML ADVISORY BOARD UPDATE (Saade)
- G. SOCIAL EQUITY ADVISORY COMMISSION (Saade)
- H. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE (Beckerman)

**XI. OTHER MATTERS**

**XII. SCHEDULED MEETINGS**

A. SCHEDULED MEETINGS FOR APRIL, MAY AND JUNE

**XIII. ADJOURNMENT**

**I) CALL TO ORDER, ROLL CALL**

Mayor Pro Tem Owens called the meeting of March 26, 2024, to order at 7:00pm. The following members answered roll call: Carol Saade, Todd Rankin, Jeffrey Bergeron, Dick Carleton, Jay Beckerman, and Mayor Pro Tem Kelly Owens.

**II) APPROVAL OF MINUTES**

**A) TOWN COUNCIL MINUTES – March 12, 2024**

With no changes or corrections to the meeting minutes of March 12, Mayor Pro Tem Owens declared they would stand approved as presented.

**III) APPROVAL OF AGENDA**

Town Manager Shannon Haynes stated there were no changes to the agenda. Mayor Pro Tem Owens declared the agenda approved as presented.

**IV) COMMUNICATIONS TO COUNCIL**

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

Mayor Pro Tem Owens opened Public Comment.  
With no comments Mayor Pro Tem Owens closed public comment.

**B) BRECKENRIDGE TOURISM OFFICE UPDATE**

Lucy Kay, Director of the BTO, stated the entire winter season was up 3%, and if we look at March, we believe it will come in about flat. She further stated for the two Spring Break weeks, those numbers are up about 1%, and we expect April to be down with Easter moving into March. Kay also stated summer is currently up slightly if we include owner room nights, and ADR and length of stay are both up. She stated the big media spend months are now through May, and the BTO has a vacant position in the marketing department that will be advertised soon. Kay stated that for Oktoberfest we are looking at bringing in RFID wristbands to replace tokens for beers, and we understand there could be some risk in switching to this system. She also stated the CTO put out an RFP for a statewide stewardship master plan.

**VI) CONTINUED BUSINESS**

**A) SECOND READING OF COUNCIL BILLS, SERIES 2024**

**VII) NEW BUSINESS**

**A) FIRST READING OF COUNCIL BILLS, SERIES 2024**

**1) COUNCIL BILL NO. 7, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE DEVELOPMENT CODE TO CREATE DEFENSIBLE SPACE FOR MITIGATION OF WILDFIRE**

Mayor Pro Tem Owens read the title into the minutes. Clif Cross, Planner I, stated this ordinance would amend the development code to create a defensible space code for the purpose of mitigating wildfire in the Town.

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

Council Member Bergeron moved to approve COUNCIL BILL NO. 7, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING THE DEVELOPMENT CODE TO CREATE DEFENSIBLE SPACE FOR MITIGATION OF WILDFIRE. Council Member Beckerman seconded the motion.

The motion passed 6-0.

**2) COUNCIL BILL NO. 9, SERIES 2024 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE AND GONDOLA PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY (“GONDOLA PROPERTIES”), BGV PARTNERS ENTRADA LLC, A COLORADO LIMITED LIABILITY COMPANY (“BGV ENTRADA”); VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION (“VSRI”); AND LC BRECKENRIDGE HOLDCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“LC BRECKENRIDGE”)**

Mayor Pro Tem Owens read the title into the minutes. Community Development Assistant Director Chris Kulick stated this ordinance would approve a development agreement with Breckenridge Grand Vacations, and the version presented tonight for approval is the version edited and published this afternoon on the Town's website.

Mayor Pro Tem Owens opened the public hearing.

Jeff Inoye, an employee of the Breckenridge Outdoor Education Center, stated he was here to support this development and BGV as they have been supporters of the BOEC for many years. He further stated the opportunity for a new ski office in this agreement is significant for their participants on Peak 8, and it will allow for better accessibility for lessons and programs.

Jennifer McAtamney, a Breckenridge resident, stated she is here to speak as a resident and as a board member of Building Hope. She stated that if you look at the history of this possible development, we have done a lot of work and this development has benefited the Sol Center. She also stated BGV's generosity is important for this community, and they are key contributor in our community for the spirit and values they live.

Jonathan DeSimone, of the Shock Hill Board of Directors, stated he supports the overall development of the mountain, and he wants to comment on three aspects of the development. He stated we frequently have a traffic problem on Ski Hill Road, and cars have a difficult time turning with pedestrians. He stated he would like to recommend diagonal crossing patterns to help improve flow and safety. DiSimone also stated that traffic on Ski Hill Road is difficult for Shock Hill residents, who have no sidewalks or crosswalks to Ski Hill Road. DeSimone suggested using the gondola to help relieve some of the traffic.

Sarah Grant, Development Director at FIRC, read a letter into record praising BGV for the Sol Center, and explained the purpose of the Sol Center. She stated the BGV has offered a generous funding commitment toward the completion of the Sol Center.

Dave Depeters, CEO of the NRO, thanked Michael Dudick and BGV for emphasizing the importance of the NRO and the housing challenges his organization faces. He stated this agreement allows the NRO to plan each season knowing housing is possible. He further stated he supports this development agreement.

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

Council Member Bergeron stated that anytime there is a large development, there is hand-wringing, and he thinks we are doing the right thing. He stated the alternative to this project was buildings in the center of Town. Council Member Bergeron thanked the staff and BGV for their work on this agreement.

Council Member Carleton stated this is indeed the "sausage making of government" and he wants to thank Dudick and the BGV team for having an open process and being willing to give and take. He also thanked BGV for the contributions to Cucumber Gulch, the Park Avenue intersection, the BOEC, and the Sol Center for Building Hope and FIRC. Council Member Carleton thanked staff, and stated he recognizes the work it's taken to get here, for a much better project.

Council Member Rankin stated he is appreciative of staff and the applicant, and believes our community is better for it.

Council Member Beckerman stated it's important that people understand this is density and development rights, and over the last year this project has been molded into a development that is better for this town. He further stated it wasn't whether this would happen but how and how much we could benefit from it.

Mayor Pro Tem Owens stated between Council, staff and BGV we got this done, and regarding traffic we are partners with BGV and Vail Resorts for the best flow. She further stated there will be a working group to continue to address these issues, and that's part of bigger picture solutions.

Council Member Bergeron moved to approve COUNCIL BILL NO. 9, SERIES 2024 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE AND GONDOLA PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY (“GONDOLA PROPERTIES”), BGV PARTNERS ENTRADA LLC, A COLORADO LIMITED LIABILITY COMPANY (“BGV ENTRADA”); VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION (“VSRI”); AND LC BRECKENRIDGE HOLDCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“LC BRECKENRIDGE”). Council Member Beckerman seconded the motion.

The motion passed 6-0.

- 3) COUNCIL BILL NO. 10, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE ENTRADA PROPERTY AND IN CONNECTION THEREWITH APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE ENTRADA PROPERTY  
Mayor Pro Tem Owens read the title into the minutes. Community Development Director Mark Truckey stated this ordinance would annex the property on the Northeast side of Town. He stated the edits from the work session this afternoon were published this afternoon on the Town’s website, and that is the version of this ordinance we are presenting tonight for approval.

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

Council Member Bergeron moved to approve COUNCIL BILL NO. 10, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE ENTRADA PROPERTY AND IN CONNECTION THEREWITH APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE ENTRADA PROPERTY. Council Member Beckerman seconded the motion.

The motion passed 6-0.

- 4) COUNCIL BILL NO. 11, SERIES 2024 - A BILL FOR AN ORDINANCE PLACING THE ENTRADA PROPERTY THAT HAS BEEN ANNEXED TO THE TOWN OF BRECKENRIDGE INTO LAND USE DISTRICT 5  
Mayor Pro Tem Owens read the title into the minutes. Community Development Director Mark Truckey stated this ordinance would place the annexed property into Land Use District 5, which allows for workforce housing. He further stated the second reading will be at the April 23<sup>rd</sup> meeting due to notice requirements.

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

Council Member Bergeron moved to approve COUNCIL BILL NO. 11, SERIES 2024 - A BILL FOR AN ORDINANCE PLACING THE ENTRADA PROPERTY THAT HAS BEEN ANNEXED TO THE TOWN OF BRECKENRIDGE INTO LAND USE DISTRICT 5. Council Member Beckerman seconded the motion.

The motion passed 6-0.

- B) RESOLUTIONS, SERIES 2024  
1) RESOLUTION NO. 10, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE SUMMIT COUNTY COMBINED HOUSING AUTHORITY PERTAINING TO THE REIMBURSEMENT FOR SERVICES OF THE SCHA EXECUTIVE DIRECTOR  
Mayor Pro Tem Owens read the title into the minutes. Town Manager Shannon Haynes stated this resolution would “loan” Corrie Burr to the Summit County Housing Authority to serve as their Executive Director for the next year. She further stated Burr was a strong candidate for the position and having her in this role will benefit the entire community.

Council Member Bergeron moved to approve RESOLUTION NO. 9, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE SUMMIT COUNTY COMBINED HOUSING AUTHORITY PERTAINING TO THE REIMBURSEMENT FOR SERVICES OF THE SCHA EXECUTIVE DIRECTOR. Council Member Carleton seconded the motion.

The motion passed 6-0.

C) OTHER

**VIII) PLANNING MATTERS**

A) PLANNING COMMISSION DECISIONS

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

B) TOWN PROJECT PUBLIC HEARING - TIGER DREDGE F&B DELIVERY SERVICE PILOT TEMPORARY STRUCTURE

Sarah Crump, Planner II, presented the plans for the temporary structure to be located at the Tiger Dredge Parking Lot. She explained the structure will be used for the pilot food and beverage delivery program, which will help meet Council goals. Crump described the size and shape of the structure, including loading docks, and the closure of the parking area during the pilot program. She also stated Town staff have worked to choose a location that would best benefit the program. Crump stated Planning Commission and staff recommend approval.

Council Member Beckerman asked about the accessibility of the horseshoe shape for large delivery trucks.

Council Member Carleton asked if we are purchasing the structure. James Phelps, Public Works Director, explained only the docks could be used for a permanent structure if we did that. Council Member Carleton also asked about the specifics about where employees will be able to park, and Crump explained F-Lot would be the location for those permits to be transferred. Matt Hulsey, Assistant Director of Mobility, stated staff will be working on the parking solution and Town Manager Haynes explained the parking spaces would be reserved for staff in another location. Phelps stated the other possible sites for this structure are limited, and we could deck out F-Lot in the future and a portion of this structure could be underground, or we could purchase other locations with the same proximity to Main Street. He further explained there's an efficiency that could be gained in this location specific to time and motion.

Mayor Pro Tem Owens asked about public safety benefits and Crump stated no positive points would be allowed under code, but there would be the safety benefits of getting trucks off the streets.

Mayor Pro Tem Owens opened the public hearing.

Terry Barbu, a restaurant owner in Breckenridge, stated he is concerned about the vendors he uses, and they have small kitchens. He stated he is worried most about how this works in the winter, and how the vehicles will function in the winter and in the cold. He further stated there are a lot of questions about this program, and while he supports sustainability, there needs to be more communication as to how this will work. He stated he will be willing to try to make it better for the Town, and he wants to work with the vendor on this project, and work with the community. Council Member Carleton suggested going to Vail to see how it works there. Mayor Pro Tem Owens stated the pilot program will be running year-round to test the winter functionality.

Council Member Beckerman asked about one-way Adams, and staff stated it will continue to be one-way in that location.

Denise Holmes, who works with Barbu at his establishments, stated she is concerned about electric vehicles in the winter, how will they be staffed, how will we know we are getting all the product, how we would account for breakage, and how will we get deliveries that get stuck in Frisco. She further stated she is concerned about trucks in that location and how they will move.

Jason Payne, a restaurant employee, stated he is worried about eliminating employee parking in that location and how will we keep the goods cold and the trucks warm?

Mayor Pro Tem Owens stated we want to be partners and we want this program to be successful. She stated we feel confident that we can make it work, and we will connect with the vendor for more information about details.

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

Council Member Carleton stated we need to live by our own rules and take the sprung structure down at the end of the project, and Council Member Bergeron stated we are going to try this and see how it goes. Council Member Rankin stated he is excited for this project.

Council Member Beckerman stated this is a forward-thinking project that is more about the Town's goals and making the core more accessible for residents and guests. He stated he looks forward to sitting down with restaurant owners to talk through this, and he's proud of our town for this.

Mayor Pro Tem Owens stated we want to elevate people's experience in Town, and she believes after hearing from the restaurants in Vail that this kind of program makes it a better place.

Council Member Bergeron moved to approve TIGER DREDGE F&B DELIVERY SERVICE PILOT TEMPORARY STRUCTURE. Council Member Rankin seconded the motion.

The motion passed 6-0.

**IX) REPORT OF TOWN MANAGER AND STAFF**

Report of Town Manager and Staff was covered during the afternoon work session.

**X) REPORT OF MAYOR AND COUNCIL MEMBERS**

Report of Mayor and Council Members was covered during the afternoon work session.

A. CAST/MMC

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION

C. BRECKENRIDGE TOURISM OFFICE

D. BRECKENRIDGE HISTORY

E. BRECKENRIDGE CREATIVE ARTS

F. CML ADVISORY BOARD UPDATE

G. CHILD CARE ADVISORY COMMITTEE

H. SOCIAL EQUITY ADVISORY COMMISSION

I. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE

**XI) OTHER MATTERS**

Other Matters was covered during the afternoon work session.

**XII) SCHEDULED MEETINGS**

A) SCHEDULED MEETINGS FOR MARCH, APRIL AND MAY

**XIII) ADJOURNMENT**

With no further business to discuss, the meeting adjourned at 8:16 pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

\_\_\_\_\_  
Helen Cospolich, CMC, Town Clerk

\_\_\_\_\_  
Kelly Owens, Mayor Pro Tem

DRAFT



**PROCLAMATION NO. 2024-\_\_**

**Town Council of Breckenridge**

**OF THE**

**COUNTY OF SUMMIT**

**STATE OF COLORADO**

**PROCLAIMING APRIL 14-20, 2024, AS "NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK" IN SUMMIT COUNTY, COLORADO**

**WHEREAS**, public safety dispatchers are a vital link between the public and emergency service personnel by answering calls to 9-1-1, dispatching appropriate fire, medical, and law enforcement resources, monitoring activities by radio, providing critical information, and ensuring safety for all; and

**WHEREAS**, public safety dispatchers at the Summit County 911 Center have continued to provide services to the citizens of Summit County with a heightened degree of compassion and professionalism since 1976; and

**WHEREAS**, emergencies can occur at any time that may require police, fire, medical or other emergency services. The prompt response of emergency service personnel is critical to the protection of life and preservation of property here in Summit County. The effectiveness and safety of emergency service personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone dispatchers.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF BRECKENRIDGE, STATE OF COLORADO THAT** the week of April 14-20, 2024, shall be proclaimed as "*National Public Safety Telecommunicators Week*" in Summit County, Colorado in honor of the men and women whose diligence and professionalism help keep our county and citizens safe.

**ADOPTED THIS 9<sup>TH</sup> DAY OF APRIL, 2024.**



# Memo

To: Town Council  
From: Clif Cross, Planner II  
Date: April 3, 2024 (for meeting of April 9, 2024)  
Subject: Second Reading: Defensible Space

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In the packet is a Bill for Second Reading to amend *Policy 22A: Landscaping* and *Policy 48A: Voluntary Defensible Space*. Since First Reading there have been no changes to the proposed amendments. Staff finds the proposed amendments strike the balance between implementing defensible space while protecting the Town's scenic backdrop and community character. Staff supports the adoption of the Bill as drafted.

Staff will be available to answer questions at the meeting.

1 COUNCIL BILL NO. \_\_\_\_

2  
3 Series 2024

4  
5 **A BILL FOR AN ORDINANCE AMENDING THE DEVELOPMENT CODE**  
6 **TO CREATE DEFENSIBLE SPACE FOR MITIGATION OF WILDFIRE.**

7  
8 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF**  
9 **BRECKENRIDGE, COLORADO:**

10  
11 **Section 1.** That a new definition be added to section 9-1-5, underlined to read  
12 as follows:

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

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

20 C. Required Wildfire Mitigation:

21 1. The creation of defensible space around structures is required for all new  
22 construction and for major remodels<sup>1</sup> that affect the exterior of a structure and/or a  
23 structures footprint.

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

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

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

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

12

13 b. Except as may be required to comply with the requirements of title [5](#),

14 chapter [11](#) of this code concerning mountain pine beetle infested trees, no

15 portion of any property may be "clear cut" in order to achieve defensible space.

16 c. Except as may be required to comply with the requirements of title [5](#),

17 chapter [11](#) of this code concerning mountain pine beetle infested trees, no more

18 trees shall be allowed to be removed than are necessary in order for the

19 landowner to create defensible space around his or her property.

20 d. Both the horizontal clearance between aerial fuels, such as the outside edge

21 of the tree crowns or high brush, as well as the vertical clearance between lower

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

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

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

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

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

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

23 d. All flammable vegetation, such as trees and shrubs, shall be removed from the  
24 first five feet (5') extending from the edge of the structure, eaves, decks, and other  
25 architectural features, however, properties defined by 9-1-19-22A(C)(2) shall be  
26 given special consideration to allow for site buffers and screening to be created,  
27 maintained, and protected while still meeting the intent of reducing wildfire fuels.

1 e. Additional Firewise landscaping material is encouraged and may be authorized  
2 by the development permit.

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

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

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

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

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

19 e. All dead and diseased trees, shrubs, and other landscaping material shall  
20 be removed.

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

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

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

1 ~~Exception: Plantings located in an irrigated planting bed, and wildflowers or~~  
2 ~~native grasses; however, wildflowers and native grasses shall be cut back to~~  
3 ~~under six inches (6") in height in the fall of each year once they go to seed. All~~  
4 grasses and ground cover shall be kept under six inches (6") in height;  
5 provided, however, plantings in irrigated planting beds, wildflowers or native  
6 grasses may exceed six inches (6") during the time the irrigation system is  
7 operable only. All plantings in irrigated planting beds must be cut when the  
8 irrigation system is no longer operable.

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

12 ii. All firewood shall be removed unless covered by a canvas tarp, or as  
13 approved by the fire district.

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

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

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

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

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

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

4 f. Trees shall be thinned to open up crown spacing to a minimum of ~~ten~~ twelve  
5 feet (102') between the widest portion of individual crowns of the trees.

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

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

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

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

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

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



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

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

8 12. Downtown Core Map

9 Properties that have been identified within the Downtown Core Map feature different  
10 fire risk characteristics compared to areas outside of the commercial core. Due to  
11 the existing tight urban development pattern and character defining aesthetics  
12 encompassed by the National Register Historic District, further consideration must  
13 be given to best comply with the intent of the standards outlined above. For  
14 example, a limited number of plantings within the Immediate Zone would be able to  
15 be installed, maintained, and preserved within this delineated area.

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

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

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

1 1. The property shall be divided into ~~three~~ four (34) zones shown in the table  
 2 below. The zones shall measure from the eaves of the building or structure  
 3 including attached structures or protrusions, such as a deck on the property. Zone  
 4 one shall be measured thirty feet (30') from the eaves of the building or structure  
 5 including attached structures or protrusions, such as a deck on the property. Zone  
 6 two shall be measured seventy five feet (75') or greater from the eaves of the  
 7 building or structure including attached structures or protrusions, such as a deck on  
 8 the property, depending on slope from the eaves of the building or structure on the  
 9 property, and shall exclude the portion of the property located within zone one. Zone  
 10 three shall extend beyond zone two to the property boundary.

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

- 11
- 12 2. Except as may be required to comply with the requirements of title [5](#), chapter [11](#)  
 13 of this code concerning mountain pine beetle infested trees, no portion of any  
 14 property may be "clear cut" in order to achieve defensible space.
- 15 3. Except as may be required to comply with the requirements of title [5](#), chapter [11](#)  
 16 of this code concerning mountain pine beetle infested trees, no more trees shall be  
 17 allowed to be removed than are necessary in order for the landowner to create  
 18 defensible space around his or her property.
- 19 4. In reviewing an application for the voluntary creation of defensible space the  
 20 director shall consider both the horizontal clearance between aerial fuels, such as  
 21 the outside edge of the tree crowns or high brush, as well as the vertical clearance  
 22 between lower limbs of aerial fuels and the nearest surface fuels and grass/weeds.
- 23 5. Each property that is the subject of an application for the voluntary creation of  
 24 defensible space shall be reviewed individually, and the location and other physical  
 25 characteristics of the property shall be considered. Without limiting the generality of

1 the preceding provisions, the director shall consider the property's proximity to a  
2 roadway, parking lot, and other similar areas that create fuel firebreaks. Similarly,  
3 large tracts of open space and forest service land that may require larger buffers  
4 shall be considered.

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

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

9 2. All vegetation and combustible and flammable material shall be removed from  
10 under all eaves, decks, and other architectural features. This includes, but is not  
11 limited to, mulch, combustible ground debris, flammable plants, leaf and needle  
12 clutter, and firewood piles.

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

18 4. All flammable vegetation, such as trees and shrubs, shall be removed from the  
19 first five feet (5') extending from the edge of the structure, eaves, decks, and  
20 other architectural features, however, properties defined by 9-1-19-22A(C)(2)  
21 shall be given special consideration to allow for site buffers and screening to be  
22 created, maintained, and protected while still meeting the intent of reducing  
23 wildfire fuels.

24 5. Additional firewise landscaping material is encouraged and may be authorized  
25 by the development permit.

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

29 a. Properties located within the Downtown Core:

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

7                   b. Properties located outside of the Downtown Core

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

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

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

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

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

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

30                  5. All dead and diseased trees, shrubs, and other landscaping material shall be  
31                  removed.

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

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

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

7 ~~Exception: Plantings located in an irrigated planting bed, and wildflowers or native~~  
8 ~~grasses; however, wildflowers and native grasses shall be cut back to under six~~  
9 ~~inches (6") in height in the fall of each year once they go to seed. All grasses and~~  
10 ~~ground cover shall be kept under six inches (6") in height; provided, however,~~  
11 ~~plantings in irrigated planting beds, wildflowers or native grasses may exceed six~~  
12 ~~inches (6") during the time the irrigation system is operable only. All plantings in~~  
13 ~~irrigated planting beds must be cut when the irrigation system is no longer operable.~~

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

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

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

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

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

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

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

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

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

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

9 7. Groups of trees with a minimum of ~~ten~~ twelve feet (~~10~~12') between the edges of  
10 the widest portions of crowns of each grouping shall be preserved to allow buffers to  
11 remain and to prevent wind throw.

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

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

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

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

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

23 G. The director has the authority from time to time to adopt, amend, alter and repeal  
24 administrative rules and regulations as necessary for the proper administration of this  
25 policy. Such regulations shall be adopted in accordance with the procedures  
26 established by title 1, chapter 18 of this code. The director's administrative rules may  
27 include, without limitation, spacing guidelines for trees, shrubs, and other vegetation  
28 and, if adopted, shall provide that the allowed distances between vegetation will depend  
29 on slopes, vegetation size, vegetation type (trees, shrubs, grass), and other fuel  
30 characteristics (including, but not limited to, fuel compaction and chemical content). In

1 the event there is a conflict between these rules and regulations and the ordinance, the  
2 ordinance shall control.

3 ~~H. For the purpose of attempting to make certain that tree removal contractors working~~  
4 ~~within the town are familiar with the goals of this policy, but not to regulate the means,~~  
5 ~~methods, training, equipment, or business practices of tree removal contractors, the~~  
6 ~~director shall maintain a list of town approved tree removal contractors. The town makes~~  
7 ~~no guarantees or representations whatsoever concerning the qualifications, experience,~~  
8 ~~ability, competence, or business practices of any town approved tree removal~~  
9 ~~contractor. The town has no liability to any person with respect to the work or business~~  
10 ~~practices of a town approved tree removal contractor, and no action at law or in equity~~  
11 ~~shall lie against the town as a result of a person being placed on or removed from the~~  
12 ~~director's list of town approved tree removal contractors. The director may provide in his~~  
13 ~~rules and regulations for the removal of a contractor from the list of town approved~~  
14 ~~contractors.~~

15 ~~I. Trees, shrubs, and other landscaping authorized by the director to be voluntarily~~  
16 ~~removed by the landowner in order to achieve the required defensible space shall be~~  
17 ~~clearly identified in the field and photographed or located by global positioning satellite~~  
18 ~~software by the director.~~

19 ~~J. The fire district may assist the director in administering this policy if authorized by~~  
20 ~~an intergovernmental agreement with the town. The intergovernmental agreement shall~~  
21 ~~be consistent with the provisions of this policy Development Code. All personnel~~  
22 ~~involved in the enforcement of this policy shall be trained by the director to make sure~~  
23 ~~that they are aware of the town's goals of preserving buffers and required landscape~~  
24 ~~materials while creating defensible space.~~

25 L. Downtown Core Map

26 Properties that have been identified within the Downtown Core Map feature different fire  
27 risk characteristics compared to areas outside of the commercial core. Due to the  
28 existing tight urban development pattern and character defining aesthetics  
29 encompassed by the National Register Historic District, further consideration must be  
30 given to best comply with the intent of the standards outlined above. For example, a  
31 limited number of plantings within the Immediate Zone would be able to be installed,  
32 maintained, and preserved within this delineated area.

1           **Section 4.** This ordinance shall be published and become effective as provided  
2 by Section 5.9 of the Breckenridge Town Charter.

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

8  
9                                   TOWN OF BRECKENRIDGE, a Colorado  
10                                  municipal corporation

11  
12  
13  
14                                  By: \_\_\_\_\_  
15                                  Kelly Owens, Mayor Pro Tem

16  
17   ATTEST:

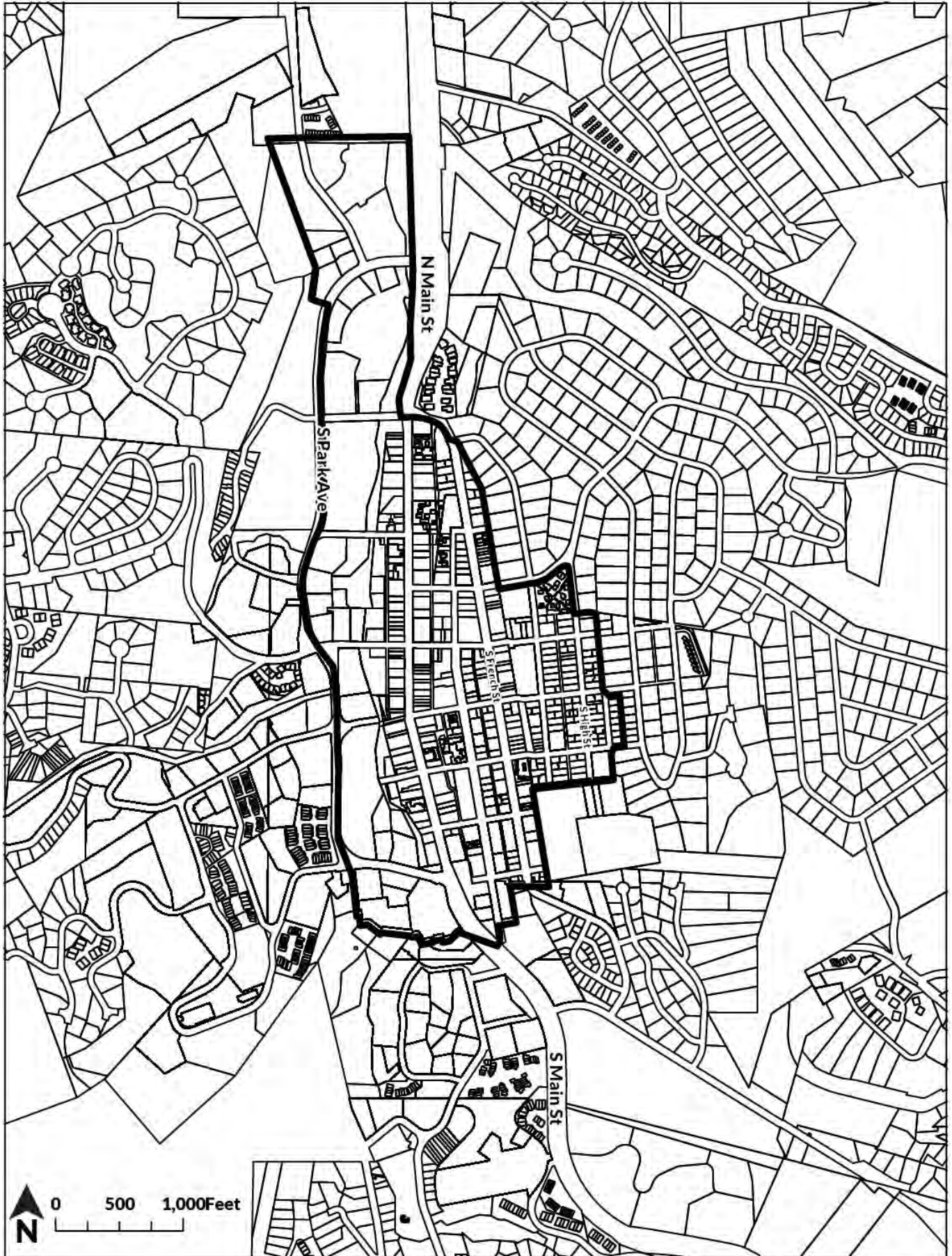
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22   Helen Cospolich, CMC,  
23   Town Clerk

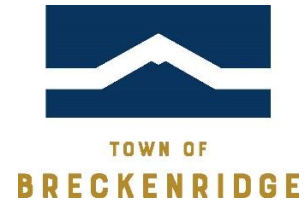
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25   ATTEST:

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Downtown Core Map





# Memo

**To:** Town Council  
**From:** Planning Staff  
**Date:** April 3, 2024, for the meeting of April 9, 2024  
**Subject:** BGV Peak 8/ Gold Rush Lot Draft Development Agreement (Second Reading)

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Included in the packet is a Development Agreement for Second Reading for the Peak 8/ Gold Rush Lots/ Entrada Sites, collectively Parcels 1-7. Since First Reading, there have been no changes to the Development Agreement. Town staff, representing the Planning, Engineering, and Housing Divisions, find the proposed Development Agreement consistent with the direction of the thirteen previous worksessions held between June 2023 and March 2024 and supports its adoption as drafted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 L. The Town Council finds, determines, and declares that this ordinance is  
33 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and  
34 improve the order, comfort, and convenience of the Town of Breckenridge and the inhabitants  
35 thereof.  
36

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

41 **Section 3.** The Development Agreement shall contain a notice in the form provided in  
42 Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in compliance with the  
43 requirements of Section 9-9-13 of the Breckenridge Town Code shall be published by the Town  
44 Clerk one time in a newspaper of general circulation in the Town within fourteen days after the  
45 adoption of this ordinance. Such notice shall satisfy the requirement of Section 24-68-103,  
46 C.R.S.  
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**Section 4.** 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 26<sup>th</sup> day of March 2024.

READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON  
THE TOWN'S WEBSITE this 9<sup>th</sup> day of April, 2024. A copy of this Ordinance is available for  
inspection in the office of the Town Clerk.

TOWN OF BRECKENRIDGE

\_\_\_\_\_  
Helen Cospolich, CMC, Town Clerk

\_\_\_\_\_  
Kelly Owens, Mayor Pro Tem

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney

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

**DEVELOPMENT AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## AGREEMENT

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

### ARTICLE 1 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

## 1.5 Landowner Cooperation and Consent.

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

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

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

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

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

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

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

## **ARTICLE 2 COMMITMENTS (PUBLIC BENEFITS)**

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

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

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

**2.3** No Vertical Construction Proposed on Parcel 1; Parking Improved on Parcel 2. Upon approval of the Development Application(s) contemplated in this Agreement, Parcel 1 will remain as a surface parking lot for winter recreational visitors. Drainage and water quality, landscaping, and lighting will all be improved as set forth in ARTICLE 5, and, as more particularly set forth in ARTICLE 6, no parking structure will be erected on Parcel 2 and the existing surface parking lot on Parcel 2 will also be improved by Applicant.

**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

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



GONDOLA PROPERTIES, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Michael A. Dudick, Member

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Michael A. Dudick as Member of GONDOLA PROPERTIES, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

BGV PARTNERS ENTRADA, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Michael A. Dudick, Member

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Michael A. Dudick as Member of BGV PARTNERS ENTRADA, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public





Exhibit 1  
[Parcel 1 Legal Description]

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

Exhibit 2

[Parcel 2 Legal Description]

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

Exhibit 3  
[Parcel 3 Legal Description]

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

Exhibit 4  
[Parcel 4 Legal Description]

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





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]

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

LANDSCAPE LEGEND	
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION

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

TREE REMOVAL AND REPLACEMENT LEGEND	
SYMBOL	CATEGORY
	EXISTING TREE TO BE PRESERVED
	EXISTING TREE TO BE REMOVED
	TREE REPLACEMENT/ADDED
TOTAL PRESERVED	
TOTAL REMOVED	
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.



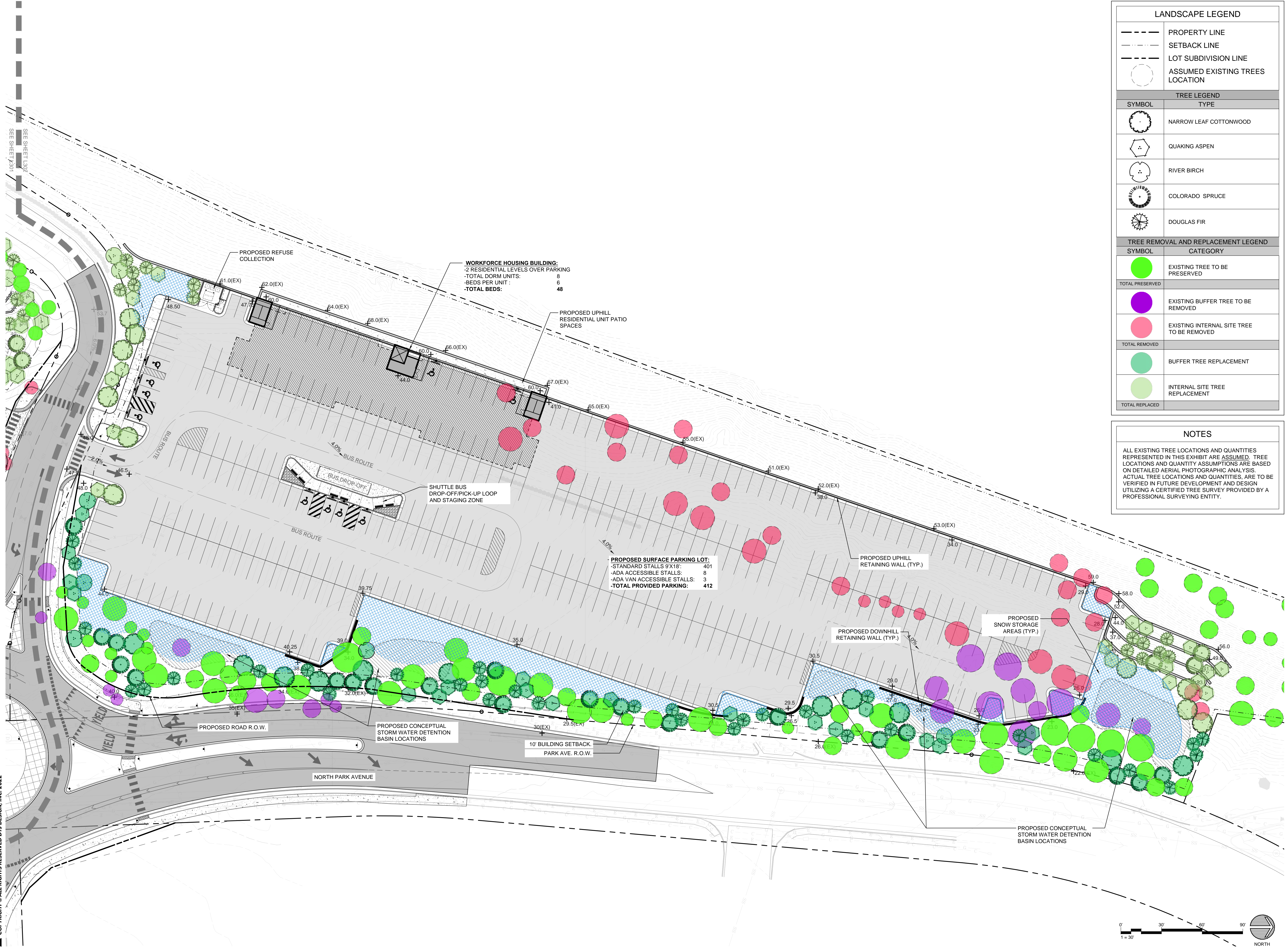
Drawing: UA\2019026\_Breckenridge-Gondola Lot Dev\05\_CAD\Sheets\00-Exhibits-Coordination\04-GRS-CRN+NGL\_PlantingPlan\_Exhibits.dwg  
 Last Saved: March 15, 2024 11:37:29 AM by Zeehart  
 Last Plotted: 3/15/2024 11:41:57 AM  
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Exhibit 10  
[Parcel 2 Concept Plan]

LANDSCAPE LEGEND	
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION
TREE LEGEND	
SYMBOL	TYPE
	NARROW LEAF COTTONWOOD
	QUAKING ASPEN
	RIVER BIRCH
	COLORADO SPRUCE
	DOUGLAS FIR
TREE REMOVAL AND REPLACEMENT LEGEND	
SYMBOL	CATEGORY
	EXISTING TREE TO BE PRESERVED
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.



**WORKFORCE HOUSING BUILDING:**  
-2 RESIDENTIAL LEVELS OVER PARKING  
-TOTAL DORM UNITS: 8  
-BEDS PER UNIT: 6  
-TOTAL BEDS: 48

**PROPOSED SURFACE PARKING LOT:**  
-STANDARD STALLS 9'X18': 401  
-ADA ACCESSIBLE STALLS: 8  
-ADA VAN ACCESSIBLE STALLS: 3  
-TOTAL PROVIDED PARKING: 412

Drawing: UA\2019026\_Breckenridge-Gondola Lot\Dev\05\_CAD\Sheets\00\_Exhibits-Coordination\04\_GRS+CRN+NGL\_PlantingPlan\_Exhibits.dwg  
 Last Saved: March 15, 2024 11:42:39 AM by Zeehart  
 Last Plotted: 3/15/2024 11:49:01 AM  
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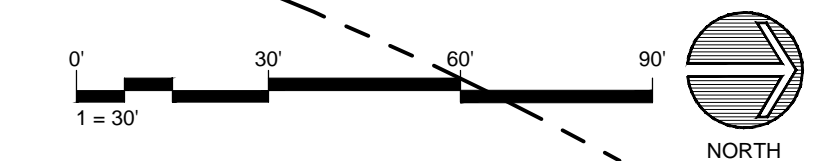


Exhibit 11  
[Wetlands Report]

Alpine Ecological Resources, LLC

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# Gold Rush Lots Wetland Technical Report

Breckenridge, Colorado

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



Andy Herb, Ecologist/Owner  
[andy@alpine-eco.com](mailto:andy@alpine-eco.com)  
[www.alpine-eco.com](http://www.alpine-eco.com)



# Gold Rush Lots

## Wetland Technical Report

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# Gold Rush Lots

## Wetland Technical Report

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Appendix A – Wetland Determination Data Forms

Appendix B – Site Photographs

Appendix C - Site Plan and Wetland Disturbance

### Abbreviations and Acronyms

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

# Gold Rush Lots

## Wetland Technical Report

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### 1.0 Introduction

#### 1.1 Purpose of This Report

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

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

#### 1.2 Project Description

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

# Gold Rush Lots

## Wetland Technical Report

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### 2.0 Site Description

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

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

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

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

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

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

# Gold Rush Lots

## Wetland Technical Report

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### 3.0 Methods

#### 3.1 Literature Review

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

#### 3.2 Field Data Collection

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

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

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

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

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

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

# Gold Rush Lots

## Wetland Technical Report

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### 3.3 Mapping

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

### 3.4 Wetland Classification

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

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

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

### 3.5 Wetland Functional Assessment

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

# Gold Rush Lots

## Wetland Technical Report

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### 4.0 Wetlands

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

#### 4.1 Vegetation

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

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

#### 4.2 Hydrology

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

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

#### 4.3 Soils

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

# Gold Rush Lots

## Wetland Technical Report

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

### 4.4 Wetland Functional Condition

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

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



# Gold Rush Lots

## Wetland Technical Report

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### 5.0 Other Water Features

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

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

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

# Gold Rush Lots

## Wetland Technical Report

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### 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
<b>Total</b>	<b>0.100</b>	-

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

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

# Gold Rush Lots

## Wetland Technical Report

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

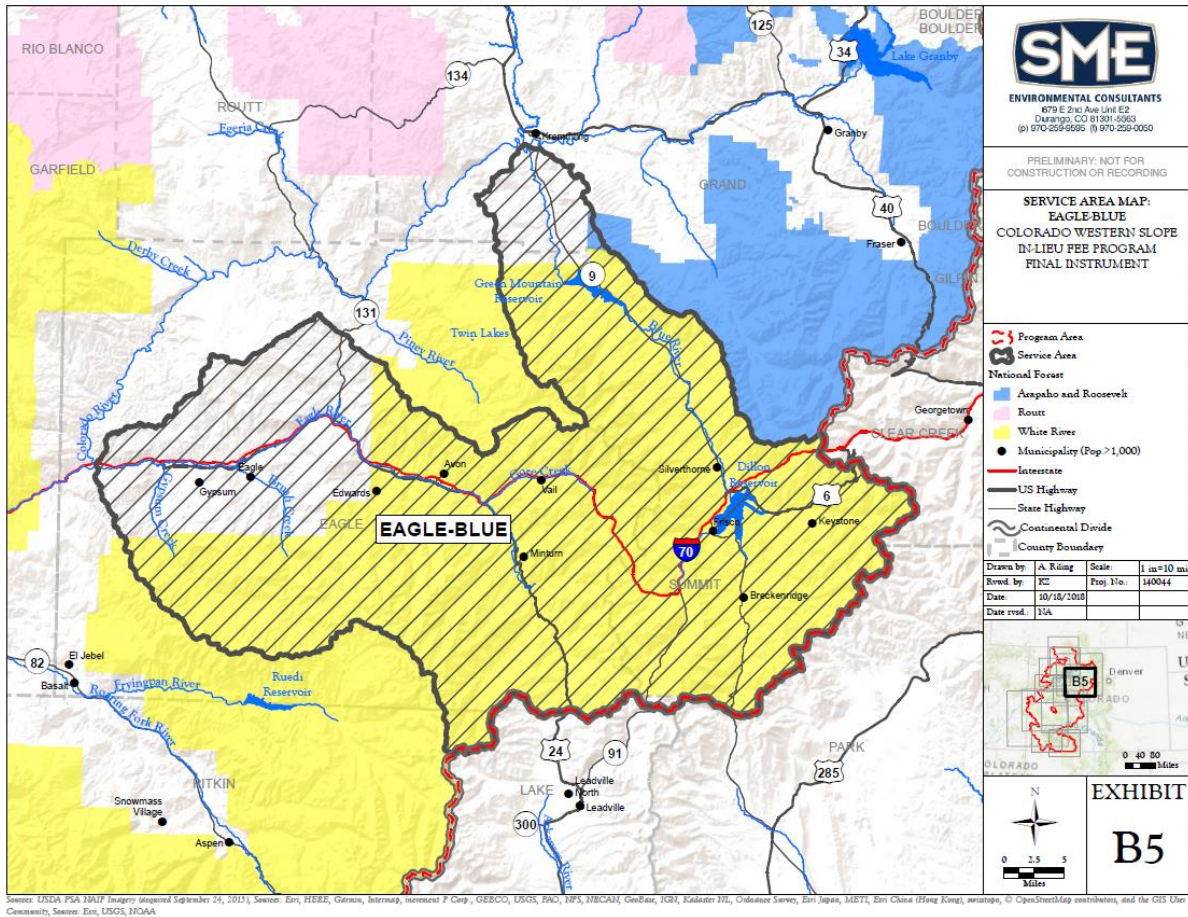
The mitigation credits will be debited from the Program's Blue-Eagle Service Area, which encompasses hydrologic unit code 1401000201 and includes the Town of Breckenridge (see **Figure B5** from the program instrument below). As such, a formal wetland mitigation plan will not be prepared for the project.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

#### 7.2 Wetland Setback Mitigation

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

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

# Gold Rush Lots Wetland Technical Report



# Gold Rush Lots

## Wetland Technical Report

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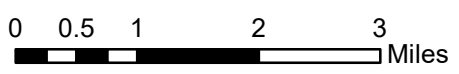
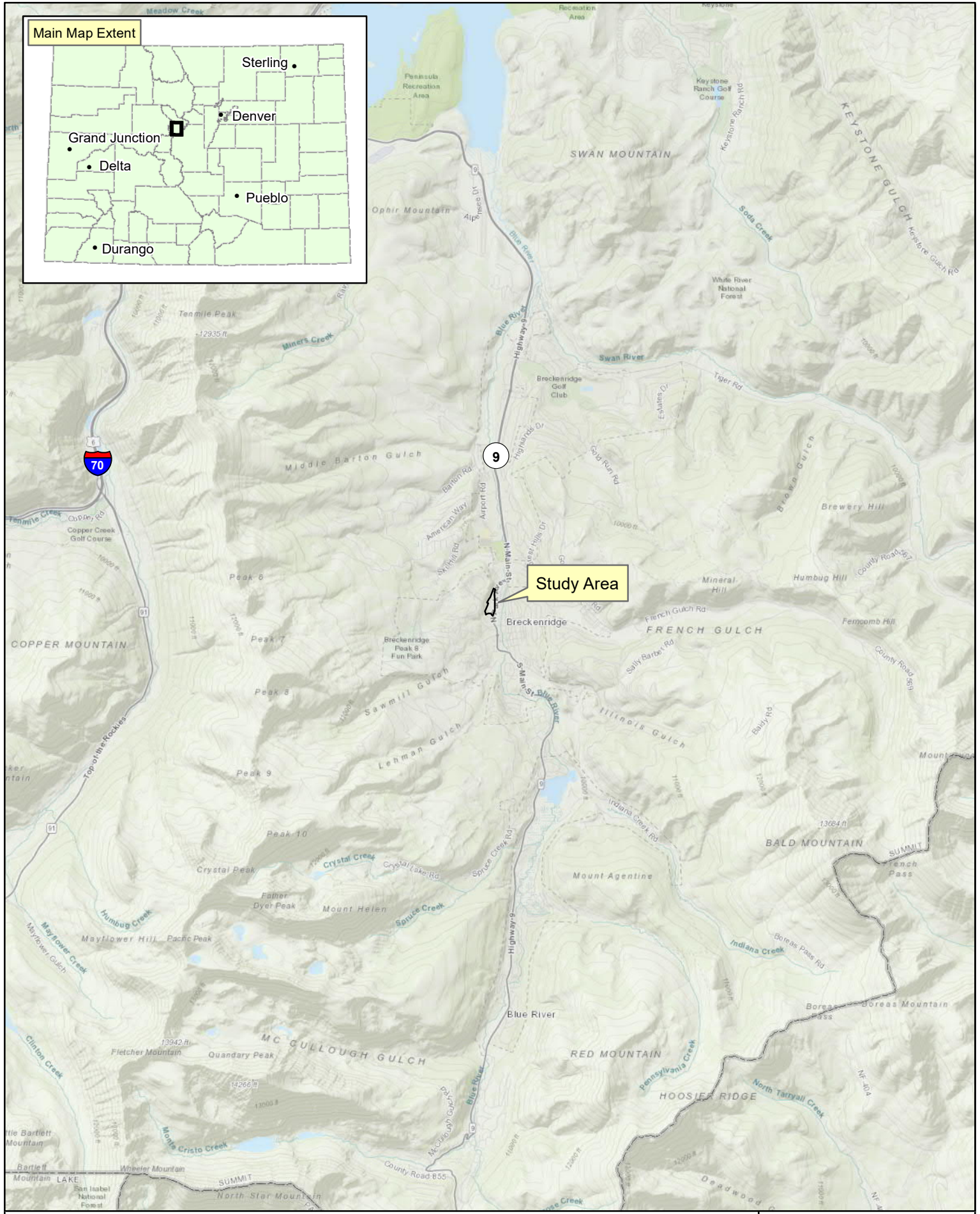
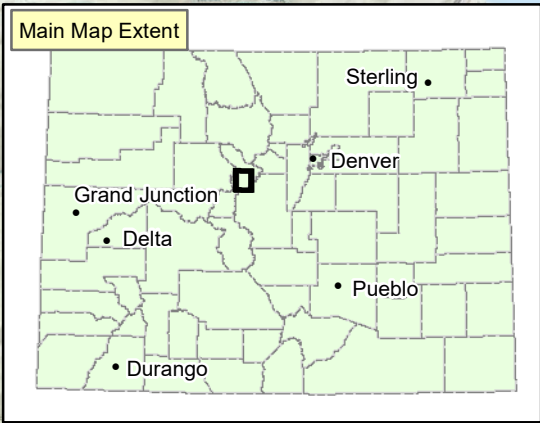
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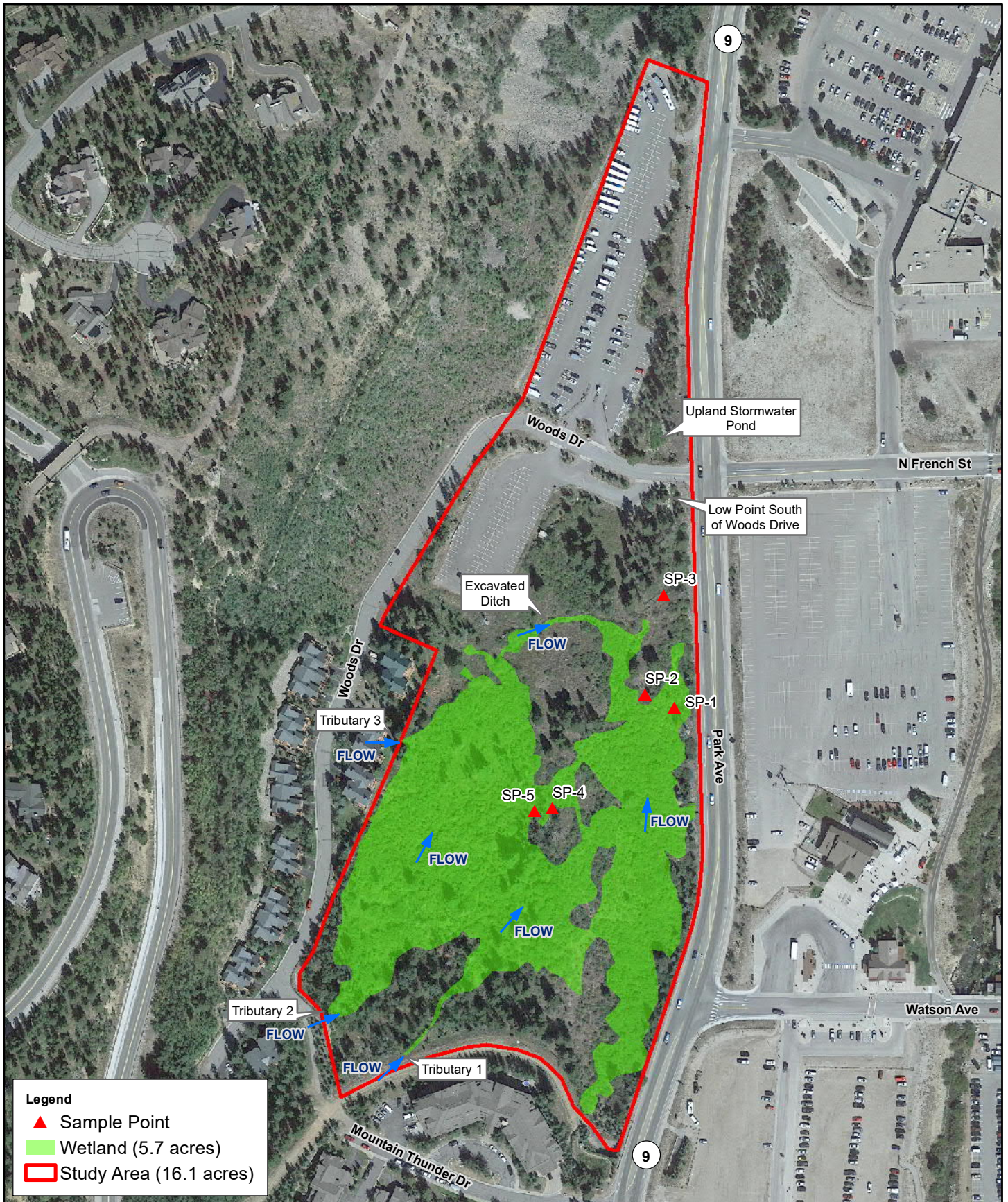
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Gold Rush Parking Lot

Figure 1  
Site Location Map 102

07/19/2021



**Legend**

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



08/13/2020

Gold Rush Parking Lot

Figure 2  
Wetlands and Other  
Water Features

Appendix A  
Wetland Determination Data Forms



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

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

Hydrophytic Vegetation Present? Yes <u>X</u> No <u>    </u> Hydric Soil Present? Yes <u>X</u> No <u>    </u> Wetland Hydrology Present? Yes <u>X</u> No <u>    </u>	<b>Is the Sampled Area within a Wetland?</b> Yes <u>X</u> No <u>    </u>
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Remarks:  
 Dense willow area with mesic understory; appears to be drier than historically but still meets the wetland criteria; possibly part of a relict beaver pond complex; original data collected in August 2016 but verified in July 2020

**VEGETATION – Use scientific names of plants.**

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

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

**SOIL**

Sampling Point: SP1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
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

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

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

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

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

**HYDROLOGY**

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

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

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

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

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

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

**VEGETATION – Use scientific names of plants.**

Tree Stratum (Plot size: <u>30-ft radius</u> )	Absolute % Cover	Dominant Species?	Indicator Status																	
1. _____	_____	_____	_____	<b>Dominance Test worksheet:</b> Number of Dominant Species That Are OBL, FACW, or FAC: <u>5</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>83.3%</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
_____ =Total Cover	_____	_____	_____																	
Sapling/Shrub Stratum (Plot size: <u>15-ft radius</u> )																				
1. <u>Dasiphora fruticosa</u>	<u>10</u>	<u>Yes</u>	<u>FAC</u>	<b>Prevalence Index worksheet:</b> <table style="width:100%; border-collapse: collapse; font-size: small;"> <tr> <td style="text-align: right;">Total % Cover of:</td> <td style="text-align: center;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>15</u></td> <td>x 2 = <u>30</u></td> </tr> <tr> <td>FAC species <u>75</u></td> <td>x 3 = <u>225</u></td> </tr> <tr> <td>FACU species <u>27</u></td> <td>x 4 = <u>108</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>117</u> (A)</td> <td><u>363</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.10</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>15</u>	x 2 = <u>30</u>	FAC species <u>75</u>	x 3 = <u>225</u>	FACU species <u>27</u>	x 4 = <u>108</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>117</u> (A)	<u>363</u> (B)	Prevalence Index = B/A = <u>3.10</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>15</u>	x 2 = <u>30</u>																			
FAC species <u>75</u>	x 3 = <u>225</u>																			
FACU species <u>27</u>	x 4 = <u>108</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>117</u> (A)	<u>363</u> (B)																			
Prevalence Index = B/A = <u>3.10</u>																				
2. <u>Salix drummondiana</u>	<u>5</u>	<u>Yes</u>	<u>FACW</u>																	
3. <u>Lonicera involucrata</u>	<u>5</u>	<u>Yes</u>	<u>FAC</u>																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
_____ =Total Cover	<u>20</u>	_____	_____																	
Herb Stratum (Plot size: <u>1x3 meter</u> )																				
1. <u>Agrostis scabra</u>	<u>25</u>	<u>Yes</u>	<u>FAC</u>	<b>Hydrophytic Vegetation Indicators:</b> <u>    </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u>    </u> 3 - Prevalence Index is ≤3.0 <sup>1</sup> <u>    </u> 4 - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet) <u>    </u> 5 - Wetland Non-Vascular Plants <sup>1</sup> <u>    </u> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain) <sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. <u>Achillea millefolium</u>	<u>20</u>	<u>Yes</u>	<u>FACU</u>																	
3. <u>Cirsium scariosum</u>	<u>10</u>	<u>No</u>	<u>FAC</u>																	
4. <u>Carex praegracilis</u>	<u>10</u>	<u>No</u>	<u>FACW</u>																	
5. <u>Taraxacum officinale</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
6. <u>Penstemon procerus</u>	<u>20</u>	<u>Yes</u>	<u>FAC</u>																	
7. <u>Potentilla gracilis</u>	<u>5</u>	<u>No</u>	<u>FAC</u>																	
8. <u>Taraxacum officinale</u>	<u>2</u>	<u>No</u>	<u>FACU</u>																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
_____ =Total Cover	<u>97</u>	_____	_____																	
Woody Vine Stratum (Plot size: <u>1x3 meter</u> )																				
1. _____	_____	_____	_____	<b>Hydrophytic Vegetation Present?</b> Yes <u>X</u> No <u>    </u>																
2. _____	_____	_____	_____																	
_____ =Total Cover	_____	_____	_____																	
% Bare Ground in Herb Stratum <u>0</u>																				

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

**SOIL**

Sampling Point: SP2

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

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

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

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

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

**HYDROLOGY**

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

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

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

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

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

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

**VEGETATION – Use scientific names of plants.**

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

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

**SOIL**

Sampling Point: SP3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
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

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

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

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

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

**HYDROLOGY**

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

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

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

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

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

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

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

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

If yes, optional wetland site ID: \_\_\_\_\_

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

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

**VEGETATION - Use scientific names of plants**

Tree Stratum	Plot Size ( 30' radius )	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Populus tremuloides</u>	<u>20</u>	<u>Y</u>	<u>FACU</u>
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
		<u>20</u> =	Total Cover	
Sapling/Shrub Stratum	Plot Size ( 15' radius )	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Salix geeyeriana</u>	<u>15</u>	<u>Y</u>	<u>FACW</u>
2	<u>Dasiphora fruticosa</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
3	<u>Salix monticola</u>	<u>5</u>	<u>N</u>	<u>OBL</u>
4	_____	_____	_____	_____
5	_____	_____	_____	_____
		<u>30</u> =	Total Cover	
Herb Stratum	Plot Size ( 5' radius )	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Fragaria virginiana</u>	<u>25</u>	<u>Y</u>	<u>FACU</u>
2	<u>Achillea millefolium</u>	<u>20</u>	<u>Y</u>	<u>FACU</u>
3	<u>Phleum pratense</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
4	<u>Poa pratensis</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
5	<u>Bromus ciliatus</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
6	<u>Lupinus</u>	<u>10</u>	<u>Y</u>	_____
7	<u>Festuca</u>	<u>5</u>	<u>N</u>	_____
8	<u>Carex praegracilis</u>	<u>5</u>	<u>N</u>	<u>FACW</u>
9	<u>Gallium boreale</u>	<u>2</u>	<u>N</u>	<u>FACU</u>
10	_____	_____	_____	_____
11	_____	_____	_____	_____
		<u>97</u> =	Total Cover	
Woody Vine Stratum	Plot Size ( N/A )	Absolute % Cover	Dominant Species	Indicator Status
1	<u>N/A</u>	_____	_____	_____
2	_____	_____	_____	_____
		<u>0</u> =	Total Cover	

% Bare Ground in Herb Stratum: <u>      3      </u>
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<b>50/20 Thresholds</b>	20%	50%
Tree Stratum	4	10
Sapling/Shrub Stratum	6	15
Herb Stratum	19	49
Woody Vine Stratum	0	0

<b>Dominance Test Worksheet</b>		
Number of Dominant Species that are OBL, FACW, or FAC:	<u>      5      </u>	(A)
Total Number of Dominant Species Across all Strata:	<u>      9      </u>	(B)
Percent of Dominant Species that are OBL, FACW, or FAC:	<u>55.56%</u>	(A/B)

<b>Prevalence Index Worksheet</b>		
Total % Cover of:		<input type="checkbox"/>
OBL species	<u>      5      </u> x 1 =	<u>      5      </u>
FACW species	<u>      20      </u> x 2 =	<u>      40      </u>
FAC species	<u>      40      </u> x 3 =	<u>      120      </u>
FACU species	<u>      67      </u> x 4 =	<u>      268      </u>
UPL species	<u>      0      </u> x 5 =	<u>      0      </u>
Column totals	<u>      132      </u> (A)	<u>      433      </u> (B)
Prevalence Index = B/A =	<u>      3.28      </u>	

<b>Hydrophytic Vegetation Indicators:</b>	
_____	Rapid test for hydrophytic vegetation
<u>  X  </u>	Dominance test is >50%
_____	Prevalence index is ≤3.0*
_____	Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)
_____	Problematic hydrophytic vegetation* (explain)
*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic	

<b>Hydrophytic vegetation present?</b>	<u>      Y      </u>
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Remarks:  
 Edge of open meadow area; possibly relic wetland area

**Project Site:** Gold Rush Lots

**SOIL**

**Sampling Point:**

SP4

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

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-16	10YR3/3	100	N/A				Sandy loam	some small gravel throughout

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

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

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

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

**HYDROLOGY**

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

Field Observations: Surface water present? Yes _____ No <u>X</u> Depth (inches): _____ Water table present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)	<b>Indicators of wetland hydrology present?</b> <u>N</u>
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Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

None

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



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

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

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

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

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

If yes, optional wetland site ID: \_\_\_\_\_

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

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

**VEGETATION - Use scientific names of plants**

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

% Bare Ground in Herb Stratum: 3

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

**Hydrophytic vegetation present?** Y

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

**Project Site:** Gold Rush Lots

**SOIL**

**Sampling Point:**

SP5

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

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

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

**Hydric Soil Indicators:**

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

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

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	<b>Hydric soil present?</b> <u>Y</u>
Remarks: All layers saturated	

**HYDROLOGY**

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

<p>Field Observations:</p> <p>Surface water present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____</p> <p>Water table present? Yes <input type="checkbox"/> No <input type="checkbox"/> Depth (inches): _____</p> <p>Saturation present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Depth (inches): <u>0</u></p> <p>(includes capillary fringe)</p>	<p><b>Indicators of wetland hydrology present?</b> <u>Y</u></p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------

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

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



Drawing: IA\2019026\_Breckenridge-Gondola Lot Dev\05\_CAD\X-Res\01\_GOLD\_RUSH\_SOUTH\HARDGRADE\_GOLD\_RUSH\_SOUTH\_1\_8DUPLEX.dwg  
 Last Saved: October 25, 2023 10:52:48 AM by Zeanhart  
 Last Plotted: 10/25/2023 11:01:38 AM  
**COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2022**

NOT FOR CONSTRUCTION

DRAWN BY:	ZE/TJ
CHECKED BY:	DTJ
PROJECT NO.:	2019026
ISSUE DATE:	10/20/2023
REVISIONS:	
SHEET TITLE:	<b>GOLD RUSH SOUTH SITE PLAN</b>
SHEET NUMBER:	<b>L201</b>

NOT FOR CONSTRUCTION

DRAWN BY: ZE/TJ  
CHECKED BY: DTJ  
PROJECT NO.: 2019026  
ISSUE DATE: 10/20/2023  
REVISIONS:

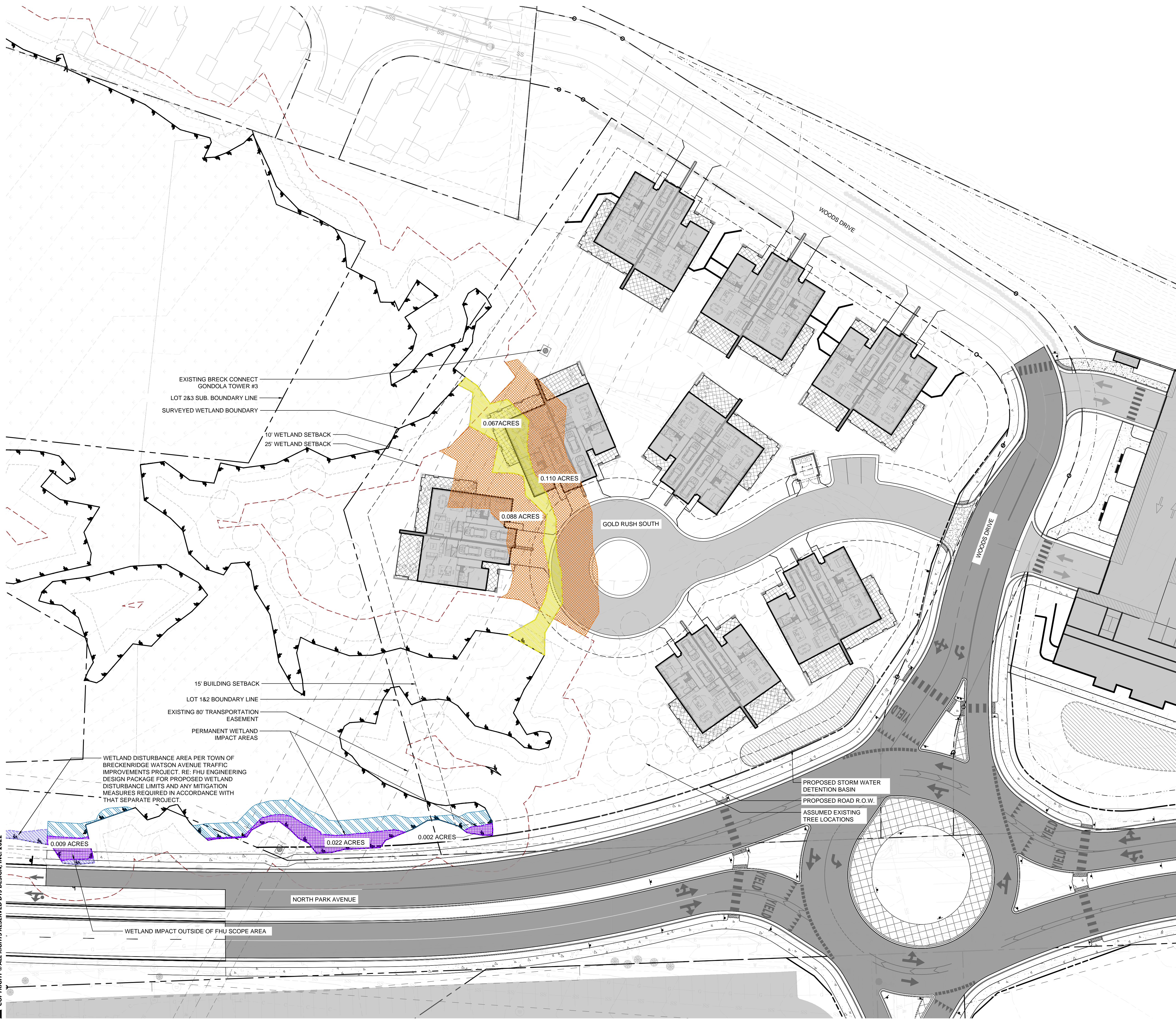
SHEET TITLE:  
GOLD RUSH SOUTH  
WETLAND DISTURBANCE  
SHEET NUMBER:

### 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)
<b>PREVIOUSLY EXEMPTED MAPPED WETLAND ZONES</b>	
Exempted Wetland Zones	0.067
Exempted 25' Wetland Buffer Zones	0.198
<b>PROPOSED WETLAND DISTURBANCE ZONES</b>	
Total Permanent Wetland Disturbance Zones	0.033

- NOTE:**
- 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.
  - AREAS CALCULATED ARE BASED ON PROPOSED AND EXISTING PLATTED LOT BOUNDARIES.
  - FINAL DISTURBANCE ZONES TO BE DETERMINED IN FINAL DEVELOPMENT PLAN SUBMITTAL WHEN DETAILED GRADING DESIGN PLANS ARE FINALIZED, AND DISTURBANCE AREAS ARE FURTHER DEFINED.



EXISTING BRECK CONNECT GONDOLA TOWER #3  
LOT 2&3 SUB. BOUNDARY LINE  
SURVEYED WETLAND BOUNDARY  
10' WETLAND SETBACK  
25' WETLAND SETBACK

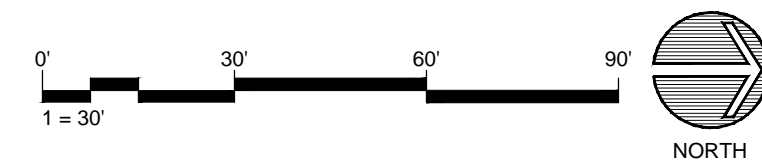
15' BUILDING SETBACK  
LOT 1&2 BOUNDARY LINE  
EXISTING 80' TRANSPORTATION EASEMENT  
PERMANENT WETLAND IMPACT AREAS

WETLAND DISTURBANCE AREA PER TOWN OF BRECKENRIDGE WATSON AVENUE TRAFFIC IMPROVEMENTS PROJECT. RE: FHU ENGINEERING DESIGN PACKAGE FOR PROPOSED WETLAND DISTURBANCE LIMITS AND ANY MITIGATION MEASURES REQUIRED IN ACCORDANCE WITH THAT SEPARATE PROJECT.

PROPOSED STORM WATER DETENTION BASIN  
PROPOSED ROAD R.O.W.  
ASSUMED EXISTING TREE LOCATIONS

WETLAND IMPACT OUTSIDE OF FHU SCOPE AREA

Drawing: IA-2019026-Breckenridge-Gondola Lot Dev05-CAD/Sheets00-Exhibits-Coordination/06\_GRS\_SiteDiagrams-Wetland-Dist.dwg  
 Last Saved: October 25, 2023 10:57:50 AM by Zeanhart  
 Last Plotted: 10/25/2023 11:00:33 AM  
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# Memo

To: Town Council  
From: Planning Staff  
Date: April 2, 2024, for the meeting of April 9, 2024  
Subject: Entrada Annexation and Development Agreement (Second Reading)

---

Included in the packet is the Annexation and Development Agreement for Second Reading for the Entrada property. There are no changes since First Reading, with the exception of a couple minor grammatical corrections.

1 ORDINANCE NO.

2  
3 SERIES 2024  
4

5 A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE  
6 ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN  
7 AS THE ENTRADA PROPERTY AND IN CONNECTION THEREWITH  
8 APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE  
9 ENTRADA PROPERTY.  
10

11 WHEREAS, pursuant to the laws of the State of Colorado, on August 29, 2022, there  
12 was presented to and filed with the Town Clerk of the Town of Breckenridge, Colorado, a written  
13 petition for annexation (the "Annexation Petition") of that property described in the attached  
14 **Exhibit A** (the "Property"), being contiguous unincorporated territory situated, lying, and being in  
15 the County of Summit, State of Colorado;

16 WHEREAS, the Town Council of the Town of Breckenridge found and determined that  
17 the Annexation Petition is in substantial compliance with the requirements of Section 31-12-  
18 107(1), C.R.S by Resolution No. 18, Series 2022, dated September 27, 2022;

19 WHEREAS the Town Council of the Town of Breckenridge conducted a properly noticed  
20 public hearing on November 8, 2022, as required by law, to determine the eligibility of the  
21 Property to be annexed to the Town and found and determined the Property eligible to be  
22 annexed by Resolution No. 20, Series 2022, and conformance of the proposed annexation to  
23 the applicable law and the annexation policy of the Town of Breckenridge;

24 WHEREAS the Town Council held work sessions on January 25, 2022, July 26, 2022,  
25 and October 25, 2022, to discuss the specifics of the terms of the annexation;

26 WHEREAS the Town Council discussions regarding the annexation were put on hold in  
27 December 2022 to allow the petitioner/applicant to focus on a new development proposal for the  
28 North Gondola and Gold Rush Lots and Peaks 7 and 8;

29 WHEREAS the Town Council discussions on the proposed annexation of the Property  
30 resumed at work sessions on February 27, 2024, and March 13, 2024, and the Town Council  
31 and petitioner/applicant have reached agreement on the terms of the annexation;

32 WHEREAS the Town Council desires to promote the development of Employee Housing  
33 as defined in the Breckenridge Town Code;

34 WHEREAS petitioner/applicant and the Town desire to set forth in an Annexation and  
35 Development Agreement, attached hereto as **Exhibit B** (hereinafter referred to as the

1 “Agreement”), certain terms and conditions for the annexation and future use or development of  
2 the Property as Employee Housing;

3 WHEREAS, pursuant to Section 24-68-102.5, C.R.S. and title 9 of the Breckenridge  
4 Development Code, the Town and petitioner/applicant intend that development of the Property  
5 will, during the vesting periods set forth in the Agreement, be governed by the Town Code as in  
6 effect on the submittal date, except as expressly stated otherwise in the Agreement;

7 WHEREAS, contemporaneously filed with this Ordinance, is “A Bill For An Ordinance  
8 Placing The Entrada Property That Has Been Annexed To The Town Of Breckenridge Into Land  
9 Use District 5.”

10 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
11 BRECKNERIDGE, COLORADO, THAT:

12 **Section 1.** Considering all of the foregoing, and based on the conviction that  
13 annexation of the Property to the Town of Breckenridge will serve the best interests of the Town  
14 and the petitioner/applicant, said annexation is hereby approved and the Property is hereby  
15 annexed to the Town of Breckenridge, Colorado.

16 **Section 2.** The Agreement is hereby approved and adopted and the Town Manager  
17 of the Town of Breckenridge is hereby authorized and directed to sign the Agreement on behalf  
18 of the Town.

19 **Section 3.** The Town Clerk shall file for recording three (3) certified copies of the  
20 Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with  
21 the Summit County Clerk and Recorder.

22 **Section 4.** The Annexation Map showing the boundaries of the newly annexed  
23 territory, as above described, shall be kept on file in the office of the Summit County Clerk and  
24 Recorder.

25 **Section 5.** Safety Clause. The Town Council hereby finds, determines and declares  
26 that this Ordinance is promulgated under the general police power of the Town of Breckenridge,  
27 that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is  
28 necessary for the preservation of health and safety and for the protection of public convenience  
29 and welfare. The Town Council further determines that the Ordinance bears a rational relation to  
30 the proper legislative object sought to be obtained.

31 **Section 6.** Severability. If any clause, sentence, paragraph or part of this Ordinance  
32 or the application thereof to any person or circumstances shall for any reason be adjudged by a

1 court of competent jurisdiction invalid, such judgment shall not affect the remaining portions of  
2 this Ordinance.

3 **Section 7.** This Ordinance shall become effective as provided in Section 5.9 of the  
4 Breckenridge Town Charter. Upon the effective date of annexation, the Property shall become  
5 subject to the municipal laws of the State of Colorado pertaining to cities and to the Charter,  
6 ordinances, resolutions, rules and regulations of the Town of Breckenridge.

7  
8 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
9 PUBLISHED IN FULL this 26th day of March 2024.

10  
11 READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON  
12 THE TOWN'S WEBSITE this 9<sup>th</sup> day of April 2024. A copy of this Ordinance is available for  
13 inspection in the office of the Town Clerk.

14  
15  
16 TOWN OF BRECKENRIDGE, a Colorado  
17 municipal corporation

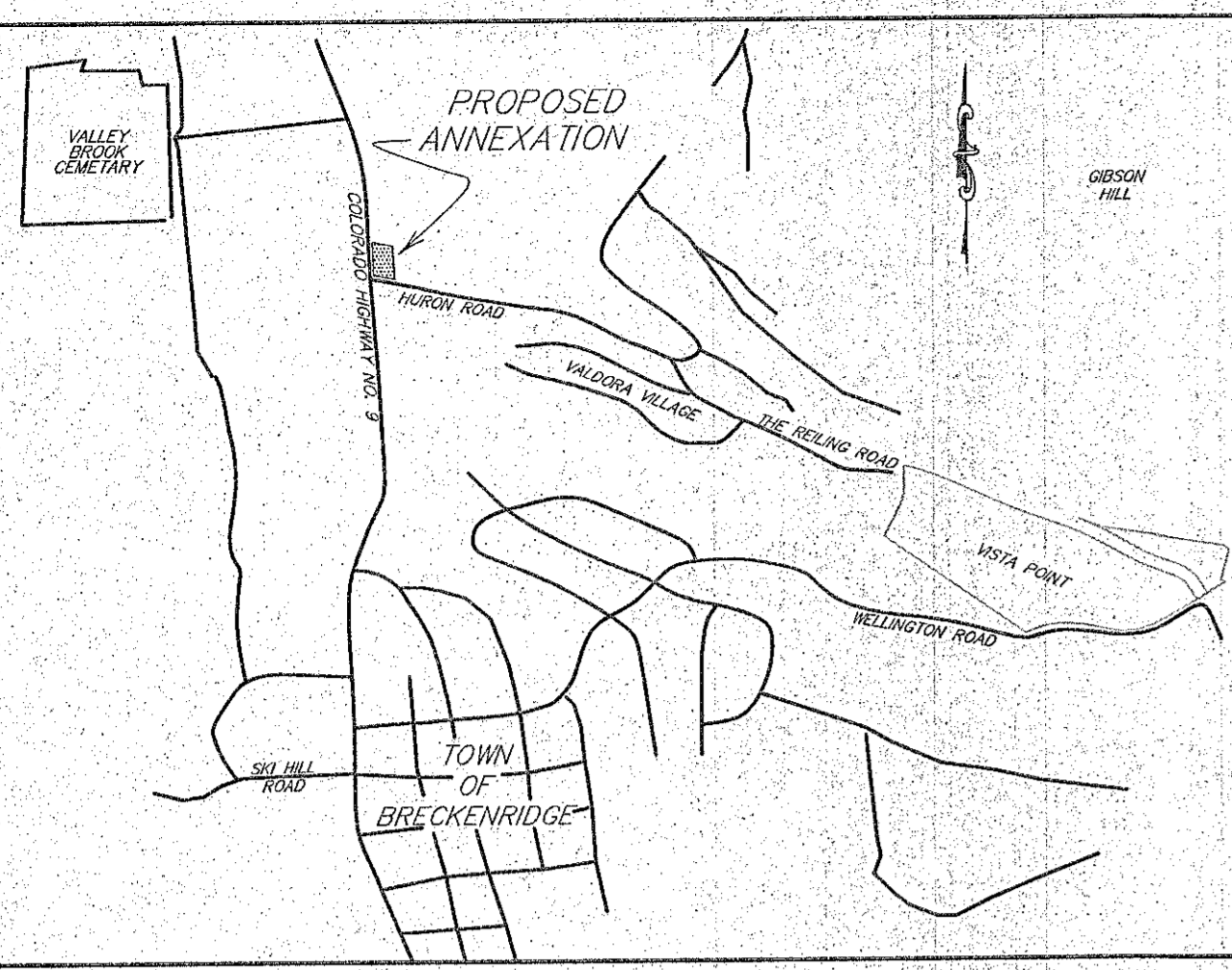
18  
19  
20  
21 By: \_\_\_\_\_  
22 Kelly Owens, Mayor Pro Tem

23  
24 ATTEST:

25  
26  
27  
28 \_\_\_\_\_  
29 Helen Cospolich, CMC,  
30 Town Clerk

**AN ANNEXATION MAP TO THE TOWN OF BRECKENRIDGE  
TRACT A2, ENTRADA AT BRECKENRIDGE  
SUMMIT COUNTY, COLORADO**

**"Exhibit A"**



VICINITY MAP

TOTAL AREA TO BE ANNEXED=1.718 ACRES  
PERIPHERY OF AREA TO BE ANNEXED=1,129.45'  
1/6 OF TOTAL PERIPHERY=188.24'  
CONTIGUOUS BOUNDARY OF ANNEXATION PARCEL=786.09'

- LEGEND**
- EXISTING TOWN BOUNDARY
  - ANNEXATION BOUNDARY
  - FOUND REBAR & STEEL CAP (ILLEGIBLE)
  - FOUND REBAR & PLASTIC CAP (PLS 9939)
  - ⊙ FOUND REBAR & PLASTIC CAP (PLS 27924)
  - FOUND REBAR & PLASTIC CAP (ILLEGIBLE)
  - FOUND #4 REBAR
  - FOUND REBAR & PLASTIC CAP (PLS 23901)

**PROPERTY DESCRIPTION:**

TRACT A2, ENTRADA AT BRECKENRIDGE, A REPLAT OF TRACTS A1, B1 & C, ENTRADA AT BRECKENRIDGE, SUMMIT COUNTY, COLORADO ACCORDING TO THE PLAT RECORDED UNDER RECEPTION NO. 1146781, CONTAINING A TOTAL OF 61,655 SQUARE FEET OR 1.415 ACRES.

TRACT D, ENTRADA AT BRECKENRIDGE, A REPLAT OF TRACTS A1, B1 & C, ENTRADA AT BRECKENRIDGE, SUMMIT COUNTY, COLORADO ACCORDING TO THE PLAT RECORDED UNDER RECEPTION NO. 1146781, CONTAINING A TOTAL OF 255 SQUARE FEET OR 0.006 ACRE.

A PORTION OF TRACT C, ENTRADA AT BRECKENRIDGE, A REPLAT OF TRACTS A1, B1 & C, ENTRADA AT BRECKENRIDGE, SUMMIT COUNTY, COLORADO ACCORDING TO THE PLAT RECORDED UNDER RECEPTION NO. 1146781, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST PROPERTY CORNER OF TRACT A2, ENTRADA AT BRECKENRIDGE; THENCE S21°49'20" W A DISTANCE OF 14.17 FEET; THENCE N77°04'50" W A DISTANCE OF 211.57 FEET; THENCE 25.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 103°32'52" AND A CHORD WHICH BEARS N51°08'42" E 22.00 FEET DISTANT; THENCE S77°04'50" E A DISTANCE OF 149.62 FEET; THENCE 12.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 11°18'36" AND A CHORD WHICH BEARS S71°59'52" E 12.22 FEET DISTANT; THENCE S65°46'14" E A DISTANCE OF 19.70 FEET; THENCE 9.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET, A CENTRAL ANGLE OF 11°28'05" AND A CHORD WHICH BEARS S71°30'16" E 9.59 FEET DISTANT; THENCE S77°04'50" E A DISTANCE OF 20.77 FEET TO THE POINT OF BEGINNING, CONTAINING 4,047 SQUARE FEET, OR 0.093 ACRE MORE OR LESS.

A PORTION OF HURON ROAD, CO. RD. NO. 450, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST PROPERTY CORNER OF TRACT A2, ENTRADA AT BRECKENRIDGE; THENCE S 71°59'52" W A DISTANCE OF 14.17 FEET TO THE POINT OF BEGINNING; THENCE S 21°49'20" W A DISTANCE OF 43.23 FEET; THENCE N77°04'50" W A DISTANCE OF 189.05 FEET; THENCE N18°50'53" W A DISTANCE OF 50.82 FEET; THENCE N77°04'50" W A DISTANCE OF 211.57 FEET TO THE POINT OF BEGINNING, CONTAINING 8,891 SQUARE FEET OR 0.204 ACRE MORE OR LESS.

**TOWN OF BRECKENRIDGE CERTIFICATE:**

THIS MAP IS APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

BY: \_\_\_\_\_  
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

NOTICE:  
PUBLIC NOTICE IS HEREBY GIVEN THAT THE TOWN OF BRECKENRIDGE HEREBY ACCEPTS ALL OF THE OFFERS OF DEDICATION MADE BY THIS MAP. HOWEVER, SUCH ACCEPTANCE DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS AND RIGHT OF WAY REFLECTED HEREON FOR MAINTENANCE BY THE TOWN.

UNTIL SUCH ROADS AND RIGHT OF WAY MEET TOWN ROAD SPECIFICATIONS AND ARE SPECIFICALLY ACCEPTED BY THE TOWN, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID ROADS AND RIGHT OF WAY ARE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE LAND EMERGED WITHIN THIS MAP.

**SURVEYOR'S CERTIFICATE:**

I, ROBERT R. JOHNS, A COLORADO REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME AND UNDER MY SUPERVISION, AND THAT BOTH THIS MAP AND THE SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE MONUMENTS WERE PLACED PURSUANT TO CRS 38-51-105.

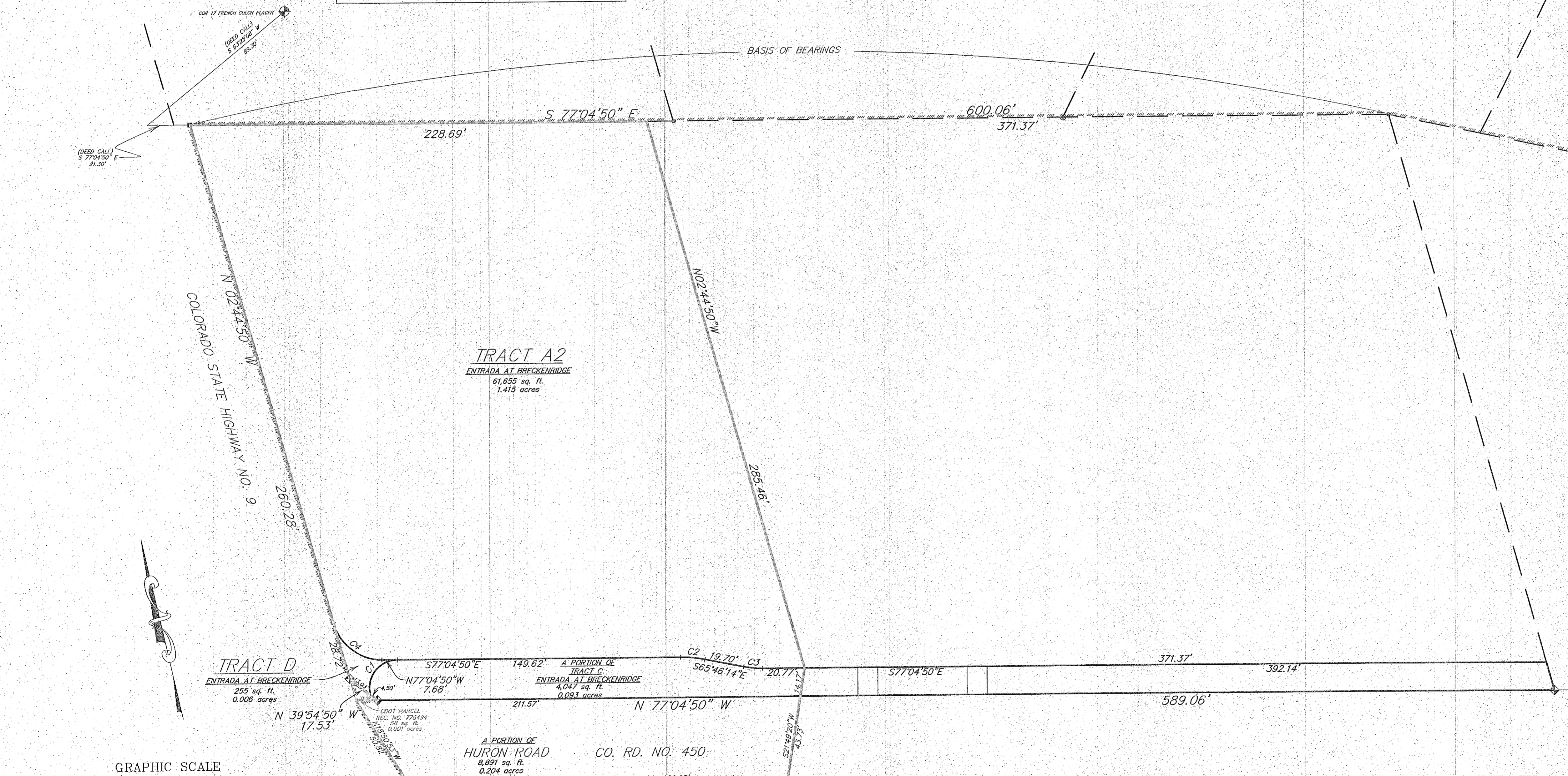
DATED THIS 24th DAY OF August, A.D., 2022.  
*Robert R. Johns*  
ROBERT R. JOHNS, P.L.S. NO. 26292



**CLERK AND RECORDER'S CERTIFICATE:**

STATE OF COLORADO )  
                                  ) ss  
COUNTY OF SUMMIT )  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK,  
M., THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND FILED UNDER RECEPTION  
NUMBER \_\_\_\_\_

SUMMIT COUNTY CLERK AND RECORDER

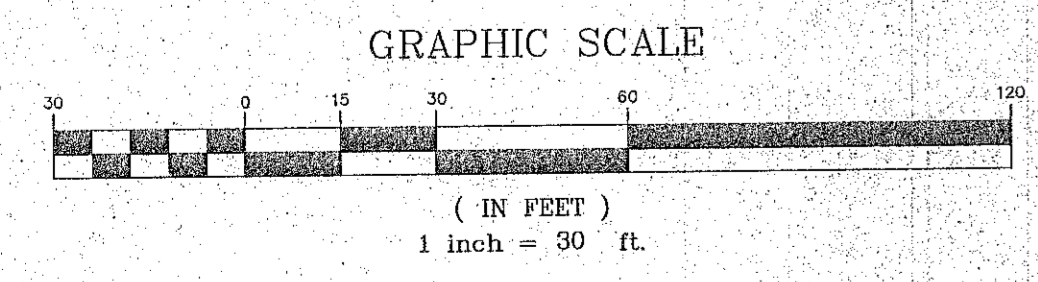


**TRACT A2**  
ENTRADA AT BRECKENRIDGE  
61,655 sq. ft.  
1.415 acres

**TRACT D**  
ENTRADA AT BRECKENRIDGE  
255 sq. ft.  
0.006 acres

**A PORTION OF HURON ROAD**  
CO. RD. NO. 450  
8,891 sq. ft.  
0.204 acres

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	25.30'	14.00'	103°32'52"	N51°08'42" E	22.00'
C2	12.24'	62.00'	11°18'36"	S71°59'52" E	12.22'
C3	9.61'	48.00'	11°28'05"	S71°30'16" E	9.59'
C4	32.41'	25.00'	74°20'00"	S39°54'50" E	30.21'
C5	69.58'	59.01'	66°35'30"	S53°19'59" W	64.79'
C6	41.14'	70.00'	33°40'24"	N60°14'38" W	40.55'
C7	51.14'	114.03'	25°41'38"	S59°53'02" E	50.77'
C8	71.37'	55.00'	74°20'53"	N39°25'17" W	66.42'



NOTE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Drawn RW/LK      Dwg ANNEXPLAT\_A2      Project 17324  
Checked RW      Date 08/24/2022      Sheet 1 of 1

**RANGEWEST**  
ENGINEERS & SURVEYORS INC.

P.O. Box 589  
Silverthorne, CO 80498 970-468-6281



## EXHIBIT B

### APPROVAL OF THIS AGREEMENT CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. § 24-68-103, AS AMENDED TRACT A2, ENTRADA AT BRECKENRIDGE

#### ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Approval Date**”), by and between TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”), and BGV PARTNERS ENTRADA LLC, a Colorado limited liability company (“**BGV Entrada**”). The Town and BGV Entrada are collectively referred to herein as the “**Parties**” and each individually referred to herein as a “**Party**”.

#### RECITALS

A. BGV Entrada owns all of that certain real property located in unincorporated Summit County, Colorado, legally described on Exhibit A attached hereto (the “**Property**”).

B. The Town Council of the Town of Breckenridge (the “**Council**”) is the governing body of the Town, with the legal authority to approve annexations of property into the Town and to impose terms and conditions upon such annexations, which terms and conditions are set forth in their entirety herein, pursuant to, *inter alia*, the Colorado Municipal Annexation Act, C.R.S. §§ 31-12-101, *et seq.* (the “**Annexation Act**”), and 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 VII of this Agreement.

C. BGV Entrada has executed and filed with the Town Clerk a Petition for Annexation of the Property into the Town (the “**Petition**”), which Petition was found by the Council to be in substantial compliance with the requirements of Section 107 of the Annexation Act, and the Property was found by the Council to be eligible for annexation under Section 104 of the Annexation Act.

D. Pursuant to Section 103 of the Vested Property Rights Act, its legislative authority, and Section 9-1-17-11K of the Breckenridge Town Code (the “**Town Code**”), and notwithstanding any provision to the contrary set forth in the Town Code, the 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.

E. The Town, GONDOLA PROPERTIES, LLC, a Colorado limited liability company, BGV Entrada, Vail Summit Resorts, Inc., a Colorado corporation, and LC Breckenridge Holdco, LLC, a Delaware limited liability company, entered into that certain Development Agreement dated \_\_\_\_\_, 2024 (the “**Development Agreement**”), recorded on \_\_\_\_\_, 2024, at Reception No. \_\_\_\_\_, in the real property records for Summit County, Colorado (the “**Records**”), which Development Agreement provides, *inter alia*, that if the Property is annexed to the Town, BGV Entrada or an affiliate may develop Employee Housing on the Property in order to satisfy Absolute Policy 24/Social Community Employee Housing requirements for Lot 4, Peak 8 Subdivision Filing No. 1, and

the Town will authorize a transfer of “**Density**” as that term is used in Section 9-1-19-3A of the Town Code, to accommodate that Employee Housing.

F. BGV Entrada proposes to develop on the Property a building or buildings containing multi-family housing units (each, a “**Unit**”), which Units will be deed-restricted for use as “**Employee Housing**,” as that term is defined in the Town Code (the “**Project**”).

G. To facilitate development of the Project and to promote the provision of Employee Housing, the Town desires to waive the Class A Development Permit and building permit fees, and waive certain development regulations or negative points associated with review of a Class A Development Permit for the Project (the “**Development Permit**”) under the Town Code.

H. Without this Agreement, certain elements of the Project would deviate from applicable allowances or requirements in the Town Code or otherwise deviate from applicable Town Policies, Land Use Guidelines, Engineering Design Standards and Construction Specifications.

I. Contemporaneously with the ordinance to approve the annexation of the Property into the Town (the “**Annexation**”) and this Agreement, is a proposed ordinance placing Property into Land Use District 5 (the “**LUD 5**”, and the initial zoning of the Property into the LUD 5, the “**Zoning**”), the approval of the Development Permit with waivers as set forth in Section 6.3, and the development of the Project will provide material public benefits to the Town in the form of BGV Entrada’s commitments to provide Public Improvements (as that term is defined in Section 4.1 below) and Employee Housing beyond that required by the Town Code (as referenced in Section 4.3 below), in accordance with Section 9-9-4 of the Town Code.

J. As of the Approval Date, the Council has approved Ordinance No. [REDACTED], annexing the Property into the Town (the “**Annexation Ordinance**”) and has approved on first reading Ordinance No. [REDACTED] establishing the Zoning (the “**Zoning Ordinance**”).

K. BGV Entrada and the Town desire to set forth in this Agreement certain agreements relative to the Annexation, Zoning, and future use of the Property and the Project.

L. The Council has received a complete application and all required submittals for a development agreement, had a preliminary discussion of the application and this Agreement, determined that it should commence proceedings for the approval of this Agreement and, in accordance with the procedures set forth in Subsection 9-9-10C 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 I GENERAL PROVISIONS

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

1.2 Nature of Agreement. As further provided in Article VII, 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 7.3 in accordance with Section 104(2) of the Vested Property Rights Act.

1.3 References to BGV Entrada. As of the Effective Date, BGV Entrada is the owner of the Property and the developer of the Project. Any successor(s) in interest to BGV Entrada, as owner of any or all portions of the Property, shall be deemed to have assumed all rights and obligations of BGV Entrada as set forth in this Agreement with respect to any portion(s) of the Property to which such successor(s) in interest have assumed ownership, and, as of the date of BGV Entrada's transfer of any or all portions of the Property to such successor(s), BGV Entrada will be deemed relieved of such rights and obligations unless expressly agreed to by BGV Entrada.

1.4 Relationship to Previous Agreements. Except as set forth in this Section 1.4 and the Development Agreement, this Agreement terminates and supersedes any previous agreements between the Parties or their predecessors-in-interest regarding the Property, including, without limitation, the Out of Town Water Service Agreement by and between the Town and Spring Creek Interest, LLC, a Colorado limited liability company ("**Spring Creek**"), dated July 11, 2017, and recorded in the Records on July 18, 2017, at Reception No. 1146441, and the Pre-Annexation Agreement by and between the Town and Spring Creek, dated February 8, 2021, and recorded in the Records on February 8, 2021, at Reception No. 1249314. Notwithstanding the foregoing, the Entrada at Breckenridge Planned Unit Development (PUD) Sign Program recorded in the Records on March 10, 2014, at Reception No. 1050117 (the "**Sign Program**") shall continue in full force and effect with regard to the existing Tenant Directory Sign on the southwest corner of the Property (the "**Sign**"), and following the Effective Date, the Town shall have the authority to enforce the Sign Program.

1.5 Approval Date and Effective Date. The rights and obligations of the Parties under this Agreement shall commence on the Approval Date, unless such rights and obligations commence on the Effective Date, as set forth in this Section 1.5. The rights and obligations of the Parties that commence on the Approval Date include, without limitation, those set forth in Section 2.1 regarding Conditions Precedent (as defined therein) and those set forth in Section 6.1 regarding Development Permit acceptance. The "**Effective Date**" shall be the date upon which the latest of (a) the Annexation, (b) the Zoning, and (c) this Agreement becomes final and non-appealable in any form of Legal Challenge (as defined below in Section 2.1). Upon the Effective Date, the term for the Vested Property Rights, as set forth in Section 7.3, and BGV Entrada's obligations under Article IV shall commence.

## ARTICLE II ANNEXATION

2.1 Conditions Precedent. The Annexation will not be legally effective unless and until the conditions precedent set forth in this Section 2.1 have been satisfied or waived in writing by BGV Entrada, which satisfaction or waiver are absolute conditions precedent to the annexation of the Property becoming effective as a matter of law. The Town and BGV Entrada will cooperate in good faith to obtain final, non-appealable approval of the following, upon terms mutually agreeable to both Parties:

2.1.1 The Zoning Ordinance; and

2.1.2 This Agreement.

The foregoing are together referred to herein as the “**Conditions Precedent.**”

Pending the Town’s satisfaction or BGV Entrada’s waiver of the Conditions Precedent, BGV Entrada reserves the right to withdraw the Annexation Petition, and cause the Annexation to be of no force or effect, at any time prior to recordation of the instruments described in Section 113(2)(a)(II)(A) of the Annexation Act, if: (a) a Legal Challenge (as defined below) occurs; or (b) the Town fails to perform any of its obligations under this Agreement between the Approval Date and the Effective Date. Accordingly, unless and until each of the Conditions Precedent have been satisfied or waived by BGV Entrada and any Legal Challenge has been resolved in a manner satisfactory to BGV Entrada, neither BGV Entrada nor the Town will record or cause to be recorded the instruments described in Section 113(2)(a)(II)(A) of the Annexation Act, or any of the instruments described in Sections 2.1.1 and 2.1.2 (or any memorandum thereof), it being the Parties’ intent that the Annexation will not be legally effective unless and until such recording of the instruments described in Section 113(2)(a)(II)(A) of the Annexation Act occurs, and that the Parties will cause such recordings to occur promptly after satisfaction or BGV Entrada’s waiver of the Conditions Precedent and/or a satisfactory resolution of all Legal Challenges. As used in this Agreement, “**Legal Challenge**” means either: (y) any third party commences any judicial proceeding or other action that directly or indirectly challenges this Agreement, the Annexation, the Zoning, or any of the Town’s resolutions or ordinances approving the Annexation, this Agreement, or the Zoning; or (z) any third party submits a petition for a referendum or initiative seeking to reverse or nullify any of such ordinances.

2.2 Effective Date of Annexation. The Annexation as described in the Annexation Petition shall be effective upon the Effective Date.

## ARTICLE III UTILITIES AND INFRASTRUCTURE

3.1 Extensions of Utility Service and Infrastructure. BGV Entrada shall cause to be constructed, prior to the issuance of certificates of occupancy for any structures which will receive such service, all extensions of existing utility service lines, facilities, and appurtenances within the Property necessary to provide utility service to the Property. BGV Entrada shall dedicate or otherwise convey from or over the Property to the applicable utility provider such easements and rights-of-way for the installation, operation, maintenance, repair and replacement of such utility service lines, facilities and

appurtenances as are reasonably necessary in order for the utility provider to provide utility service to the Property. Nothing in this Agreement shall be construed as requiring BGV Entrada to obtain fee ownership, easements, rights-of-way, or licenses over any real property other than the Property.

3.2 Town Provision of Services. The Town shall provide municipal services, including but not limited to water and emergency services, to the Property to the same extent as those services are provided by the Town throughout the remainder of the Town.

#### **ARTICLE IV COMMITMENTS (PUBLIC BENEFITS)**

4.1 Public Improvements. The Parties acknowledge and agree that the Project will also provide substantial public benefits to the Town due to BGV Entrada’s provision of off-site improvements (the “**Public Improvements**”). Subject to applicable governmental approval, including but not limited to such entities as the Colorado Department of Transportation, Summit County Government, and the Town, prior to the issuance of any certificate of occupancy for the Project, BGV Entrada shall:

4.1.1 Improve the current crossings at the intersection of State Highway 9 and County Road 450 (the “**Intersection**”) by constructing two directional Americans with Disabilities Act-compliant curb ramps to meet current standards, enlarging the pedestrian refuge area to accommodate both pedestrians and bicyclists, installing thermoplastic crosswalk striping, and depending upon the final design of the subject improvements, if necessary, modifying the location of the accessible pedestrian signal and push buttons as needed to meet current standards and guidance;

4.1.2 Extend the sidewalk located along County Road 450, adjacent to the Property, eliminating the existing ninety-degree turn and straightening out the path near the intersection;

4.1.3 Extend the sidewalk located along State Highway 9 from County Road 450 to the northwest corner of the Property to allow access to the transit stop;

4.1.4 Install, as soon as is practicable following approval by the Colorado Department of Transportation, a “Turning Vehicles Yield to Pedestrians” sign on the traffic signal mast arm for the westbound right-turn movement at the Intersection;

4.1.5 Install pedestrian lighting meeting Town Standards along State Highway 9 and County Road 450 adjacent to the Property;

4.1.6 Install and connect to the Town’s preferred fiber provider, Town Fiber 9600 from County Road 450 to the Project; and

4.1.7 Pursuant to a drainage report, repair, replace, or improve drainage facilities and drainage infrastructure on the Property or the portions of right-of-way that abut the Property.

4.2 If BGV Entrada is unable to complete the intersection improvements prior to the issuance of any certificate of occupancy for the Project, BGV Entrada shall post a completion bond in an amount sufficient to guarantee the completion of the intersection improvements.

4.3 Employee Housing; Public Benefits. The Parties acknowledge and agree that depending upon the final design of the Project, additional Employee Housing may be delivered beyond that required to meet Absolute Policy 24/Social Community of the Town Code which will provide a public benefit to the Town. Any additional housing shall not be eligible to satisfy employee housing requirements for future developments.

## **ARTICLE V DENSITY TRANSFER**

5.1 Available Density. The Parties acknowledge and agree that Land Use District 5, as applied to the Property, makes available 14.2 “SFEs” of “Density,” as those terms are respectively defined in in Section 9-1-5 and 9-19-3A of the Town Code, to the Property.

5.2 Density Transfer. For convenience, and without altering the rights and obligations set forth in the Development Agreement, the Parties desire to restate in this Agreement certain of the Development Agreement’s provisions with respect to the transfer of Density to the Property as follows: To provide for the Project, the Town authorizes the transfer of up to fifteen (15) SFEs from the Breckenridge Grand Vacations Gondola Lot Master Plan (PL-2021-0052) (the “**Gondola Lot Master Plan**”) to the Property, subject to the execution of a Density Transfer Covenant, pursuant to Section 9-1-17-12 of the Town Code. The Parties acknowledge and agree that transfer of up to fifteen (15) SFEs from the Gondola Lot Master Plan to Property shall in addition to the 14.2 SFEs identified in Section 5.1, result in a total of up to 29.2 SFEs on the Property.

## **ARTICLE VI FUTURE APPROVALS**

6.1 Permits and Approvals. Actual development of the Property 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, including the issuance of the Development Permit pursuant to Section 9-1-18-1 of the Town Code. Notwithstanding anything to the contrary in Section 9-1-15-1E of the Town Code, the Town shall accept the Development Permit application prior to the Effective Date. BGV Entrada expressly acknowledges and agrees that it shall not receive final approval of the Development Permit unless and until the Town approves the Annexation Ordinance and Zoning Ordinance. BGV Entrada expressly acknowledges and agrees that any informal review of the Development Permit Application conducted by the Town prior to the Town’s approval of the Annexation Ordinance and Zoning Ordinance is at BGV Entrada’s own risk.

6.2 Development Permit. BGV Entrada may seek a Development Permit for the Project upon the following terms:

6.2.1 The Project may include approximately forty (40) one-bedroom Employee Housing Units.

6.2.2 Restrictive Covenant. BGV Entrada shall, prior to the issuance of the certificate of occupancy for the Project, and in accordance with Section 9-1-19-24A.H of the Town Code and the Town’s Administrative Housing Rules and Regulations, provide an executed covenant (the “**Covenant**”) upon the following terms:

6.2.2.1 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;

6.2.2.2 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;

6.2.2.3 Rent: Rent shall include electric, gas, water, sewer, trash, snow removal costs, and property insurance (collectively, “**Rent**”). Subject to Section 6.2.2.5., the average Rent (across all Units in the Project) will be set at a level affordable to households earning 100% of the Area Median Income for Summit County (“**AMI**”), as determined by the U.S. Department of Housing and Urban Development. The Parties acknowledge and agree that this equates to an average Rent of \$2,078.75 per Unit per month as of the Effective Date;

6.2.2.4 Annual Rent Increase: Beginning from the Effective Date, average Rent will escalate at 2.0% annually until construction is completed and the Project receives a final certificate of occupancy, at which point average Rent will escalate at a maximum of 3.0% annually for the next three (3) years; and

6.2.2.5 Baseline Rent Resets: Beginning three (3) years from the issuance of a final certificate of occupancy for the Project, and every three (3) years thereafter, average baseline Rent will reset using the average of the prior three (3) years’ AMI. Following establishment of the new average baseline Rent, average Rent shall continue to increase at a maximum of 3.0% annually over the next three (3) year-period until a new average baseline Rent is established at the conclusion of such three (3)-year period as required under this Section 6.2.2.5.

6.2.3 Construction Standards. The design of all Units shall meet the definition of “Employee Housing” contained within Title 9 of the Town Code.

6.3 Development Permit. Upon and from the Applicant’s submission of a Development Application consistent with Section 6.2, the Town covenants and agrees that the Town shall:

6.3.1 Relative Policy 2/Land Use Guidelines (9-1-19-2R). Acknowledge and agree that the Employee Housing use on the Property complies with the allowed uses for LUD 5.

6.3.2 Relative Policy 3/Density (9-1-19-3R). Waive negative forty (40) points for the Project being over the allowed density by over 40.01% but less than 50%. The final size of the building must fall within this range in order for the waiver to become effective.

6.3.3 Absolute Policy 5/Architectural Compatibility/Solar Devices (9-1-19-5A.E(3)(a)). Acknowledge and agree that solar panels on the primary structure’s roof meets Absolute Policy 5 location ranking preference.

6.3.4 Relative Policy 5/Architectural Compatibility (9-1-19-5R). Acknowledge and agree that negative points shall not be awarded under 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.

6.3.5 Relative Policy 6/Building Height (9-1-19-6R). Waive negative fifteen (15) points for the building(s) being one (1) story over the LUD 5 Guideline's recommended height, but no more than one and one-half (1 ½) stories over the recommended height, in recognition of the Property's unique, sloping topography, provided that BGV Entrada makes reasonable efforts to design the Project such that the south end of the Project presents as a two-story structure, while the north end of the Project presents as a two-and-a-half or three-story structure.

6.3.6 Relative Policy 6/Building Height. Waive negative one (1) point for the length of any ridgeline exceeding fifty (50) feet due to the modular construction of the building, provided that no ridgeline exceeds sixty (60) feet.

6.3.7 Relative Policy 7/Site and Environmental Design/Site Buffering (9-1-19-7R.B). Waive negative points for the lack of northern (side) and eastern (rear) buffers in recognition of the site's layout and the provision of an emergency services access travel lane around the northern and eastern sides of the building(s), provided that a berm, shrubs, and/or fencing shall be provided along the northern Property line. If BGV Entrada elects to use fencing, the Town shall waive Absolute Policy 9-1-19-47A/Fences, Gates and Gateway Entrance Monuments to provide site buffering along the northern Property line, without a limitation on the length of the fence, provided that the fence is limited to six feet (6') in height, is constructed of natural materials, and is designed with a maximum solid to void ratio of one to three (1:3) solid material for every three inches of opening.

6.3.8 Absolute Policy 18/Parking (9-1-19-18A) and Off-Street Parking Regulations (9-3-8-13). Waive to allow one (1) parking space to be provided rather than the two (2) parking space minimum for any on-site management office area within the Project, consistent with Town precedent.

6.3.9 Engineering Design Standards and Construction Specifications. Waive to accommodate the two (2) existing access points to the Property (Sections 5.10.2.1 and 5.10.2.2), access widths (Section 5.10.6), and for the detention and subsurface infiltration facilities (Section 6.9 and Section 5 of the Fact Sheet on Subsurface Infiltration Facilities attached as Appendix D attached to Chapter 6 regarding drywell locations), provided Section 6.10 regarding permanent water quality and treatment facilities will be met instead and an Operations and Maintenance Plan in accordance with Section 6.95 shall be prepared and submitted to the Town for review and approval prior to issuance of any building permits.

6.3.10 Absolute Policies 16/Internal Circulation, 17/External Circulation, and 26/Infrastructure and Off-Street Parking Regulations (Section 9-3-9.A.). Waive the associated Absolute Policies and Off-Street Parking Regulations for the two (2) existing curb cuts and driveway width Engineering waivers.

6.3.11 Absolute policies 27/Drainage and 31/Water Quality and Off-Street Parking Regulations (Sections 9-1-9.A. Compliance with Codes and 9-3-9.H. Drainage). Waive the Associated



Absolute Policies and Off-Street Parking Regulations for the detention and subsurface infiltration facilities Engineering waivers.

6.3.12 Relative Policy 21/Open Space (9-1-19-21R). Waive negative three (3) points, provided that a minimum of 20% of the Policy's 30% open space recommendation for residential uses is provided on-site.

6.3.13 Absolute Policy 24/Social Community/Employee Housing (9-1-19-24A.C.2). In recognition that the contemplated building(s) will contain only deed restricted Employee Housing, acknowledge and agree that BGV Entrada may provide 500 square feet of Employee Housing in satisfaction of this policy's Employee Housing mitigation requirements related to the employee generation of this Project.

6.4 Fees. The Town shall waive the zoning application fee, impact fees, and any fees associated with the Development Permit, infrastructure permit, and building permits.

6.5 Condominiums. Notwithstanding any future amendments to the Town Code, nothing in this Agreement shall preclude BGV Entrada from seeking and obtaining Town approval of a condominium map pursuant to C.R.S. §§ 38-33.3-101 *et seq.*, and converting any portion of the Project to for-sale multi-unit housing (each, a "Unit"). Prior to the sale of a Unit, such Unit will be subject to a Deed Restriction, which will require that any occupant be a person eighteen (18) years of age or older who, during the entire period of their occupancy, earns their living by working for a business located in and serving in Summit County, Colorado, an average of at least thirty (30) hours per week, together with such person's spouse, partner, and/or minor children, if any, and the provisions of the above Deed Restriction, after the first sale of the Unit, shall grant to the Town a right of first refusal on any subsequent sale of the Unit and the sale price of a Unit shall be subject to a three percent (3%) annualized appreciation cap for each subsequent sale.

6.6 Signage. Except as set forth in Section 1.4, all signs on the Property shall be subject to signage requirements set forth in Chapter 9, Section 15 of the Town Code (the "Sign Code"). The Sign shall not be counted toward the total number of signs or maximum sign area allowed on the Property. Under the Sign Code and the Sign Program, a change to the copy, text, or message of the Sign, shall not require Town approval, unless such change necessitates a change in the structure of the Sign. For avoidance of doubt, any alteration to or total replacement of the Sign that is allowable under the Sign Program shall be governed by the Sign Program and not the Sign Code.

## **ARTICLE VII VESTED PROPERTY RIGHTS**

7.1 Establishment of Vested Property Rights. This Agreement shall constitute a Site Specific Development Plan. All of BGV Entrada's rights, and the Town's obligations, under this Agreement shall be Vested Property Rights. BGV Entrada shall have a Vested Property Right to undertake and complete development and use of the Property 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 Property or any portion thereof. The rights and obligations under this Agreement shall vest in BGV Entrada and its successors and assigns, 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.

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

7.2.1 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, BGV Entrada may choose whether the Town Code or the terms of this Agreement will apply to the Development Application.

7.2.2 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, BGV Entrada may choose whether the Town Code or the terms of this Agreement will apply to the affected Property, or the Project.

7.2.3 Uniformity of Requirements. The right to continue and complete development of the Property 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 in Sections 7.2.1 and 7.2.2 above.

7.3 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, and consistent with the terms of the Development Agreement, the Town has concluded and hereby agrees that the Vested Property Rights, including those identified in Section 7.2 of this Agreement, shall continue and have a duration until **November 8, 2032** (the "**Term**").

7.4 Expiration of Term. After expiration of the Term, the Property shall continue to be subject otherwise to the charter, ordinances, and rules and regulations of the Town, and the Vested Property Rights established by this Agreement shall be deemed terminated and of no further force or effect; provided, however, that such termination shall not affect any common-law vested property rights obtained prior to such termination, or any right, whether characterized as vested or otherwise, arising from this Agreement, a plat, a public improvements agreement, or from Town permits, approvals or other entitlements for the Property which were granted or approved subsequent to or in conjunction with the approval of this Agreement. The termination of the Vested Property Rights shall not affect

any equitable right or entitlement, including without limitation, common law vested property rights, which BGV Entrada may have to complete the development of the Project.

7.5 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 Property and the Project. BGV Entrada does not waive its rights to oppose adoption of any such regulations.

## **ARTICLE VIII DEFAULT AND REMEDIES**

8.1 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 Property 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 Property; or (b) upon the discovery of natural or manmade hazards on, or in the immediate vicinity of, the Property, 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 Property 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 BGV Entrada of the benefits of the Vested Property Rights, would constitute a breach or default under the Vested Property Rights Act and would entitle BGV Entrada to the specific and limited remedies set forth herein.

8.1.1 No Responsibility or Remedy. The Town shall not be responsible for and BGV Entrada shall have no remedy against the Town if development of the Property is prevented or delayed for reasons beyond the control of the Town.

8.1.2 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.

8.2 Obligation to Provide Notice and Opportunity to Cure. If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such 60-day period that it is actively and diligently pursuing a cure, the Party

alleged to be in default will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing cure period, the Party asserting that the 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 8.2.

### 8.3 Remedies.

8.3.1 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) BGV Entrada will be entitled to the contingent remedy described in Section 8.3.3.; and (ii) if BGV Entrada is 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 8.3.2, and, additionally, to enforce the forfeiture of the Vested Property Rights.

8.3.2 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, BGV Entrada hereby knowingly, intentionally, voluntarily and irrevocably waive, for itself and for its successors and assigns, any remedial right it 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 BGV Entrada and/or its 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 8.1

8.3.3 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 8 will not be enforced against the Town Council and the Town as written, BGV Entrada 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 IX RESPONSIBILITIES OF THE TOWN**

9.1 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.

9.2 Infrastructure Permit. The Town shall, upon BGV Entrada's request at any point following the approval of the Development Permit, issue to BGV Entrada at least one infrastructure permit for the Property that will allow for infrastructure and site work related to the Project and/or the Public Improvements, 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.

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

9.4 Right-of-Way Acquisition. The Town will, under the terms set forth in this Agreement and as permitted by law, use its best efforts to secure required right-of-way construction and maintenance easements from governmental or private entities in order to allow BGV Entrada to fulfill its obligations under this Agreement and to proceed with development of its Project.

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

9.6 Maintenance. Except as otherwise provided in this Agreement, the Town will assume maintenance responsibilities for the Public Improvements and any right-of-way assumed by the Town in accordance with the procedures set forth in the Town Code, as it may be amended from time to time, and the Town's regulations for dedication and acceptance of the Public Improvements, as it may be amended from time to time. Any drainage facility located on the Property shall be maintained by BGV Entrada.

## **ARTICLE X MANDATORY PROVISIONS**

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

10.1 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.

10.2 Successors and Assigns; Binding Effect.

10.2.1 Where used herein, the term "BGV Entrada" shall also mean any of the transferees, successors, successors-in-title or assigns of BGV Entrada, and all such parties shall have the right to enforce and be enforced under the terms of this Agreement as if they were the original Parties hereto. Any party bound by obligations of BGV Entrada 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.

10.2.2 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10.3 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 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 10.3.

10.4 The Town shall not be responsible for and BGV Entrada 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.

10.5 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.

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

10.7 BGV Entrada 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 BGV Entrada, any subcontractor of BGV Entrada, or any officer, employee, representative, or agent of BGV Entrada or of any subcontractor of BGV Entrada, or which arise out of any workers' compensation claim of any employee of BGV Entrada, or of any employee of any subcontractor of BGV Entrada; 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. BGV Entrada 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 BGV Entrada. BGV Entrada also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

10.8 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.

10.9 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 (public benefits) offered to the Town by BGV Entrada pursuant to Section 9-9-4, or any other obligation or requirement of BGV Entrada under this Agreement.

## **ARTICLE XI MISCELLANEOUS**

11.1 Amendments. This Agreement may be amended or terminated only with the prior written consent and approval of each of the Parties hereto following public notice and public hearings as required for Annexation and Development Agreements. This Agreement may be amended by the Town with the mutual consent of any subsequent owner of any portion of the Property without the consent of other subsequent owners of other portions of the Property so long as such amendment affects only the amending owner's portion of the Property. Any such amendment shall be recorded in the Records and shall be a covenant running with the land and shall be binding upon all persons or entities now or hereafter having an interest in the Property subject to the amendment unless otherwise specified in the amendment.

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

If to the Town:

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

shannonh@townofbreckenridge.com

With a required copy to:

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

If to BGV 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

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.

11.3 Entire Agreement. Except for the Development Agreement, this Agreement constitutes the entire and final understanding between the Parties with respect to the subject matter hereof. Except for the Development Agreement, 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.

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

11.5 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.



11.6 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, (except as set forth in Sections 7.2.1 and 7.2.2). 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.

11.7 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 Council by the Vested Property Rights Act. If and to the extent the Vested Property Rights Act subjects the Council's establishment of the Vested Property Rights pursuant to this Agreement to referendum, and any referendum succeeds in overturning the 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 (which will, subject to Section 10.8, remain in effect and binding on the Parties), the Annexation, and the Zoning.

11.8 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 Legal Challenge or other third-party legal action, initiative, or referendum challenging the approval(s) of any Development Application contemplated in this Agreement.

11.9 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.

11.10 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.

11.11 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.

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

11.13 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.

*[Signatures on Following Pages]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Shannon Haynes, Manager

STATE OF \_\_\_\_\_ )  
                                                               ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

BGV PARTNERS ENTRADA, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Michael A. Dudick, Member

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Michael A. Dudick as Member of BGV PARTNERS ENTRADA, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

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.

# Memo

To: Breckenridge Town Council Members  
Cc: Shannon Haynes – Town Manager  
From: James Phelps – Director Public Works  
Date: 4/3/2024 (for April 9th TC meeting)  
Subject: Outdoor Watering - A Bill for Ordinance (First Reading) Amending Title 12-1-21:  
Permanent Conservation Measures.



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The Town of Breckenridge Municipal Code currently defines outdoor watering regulations as part of Title 12-1-21: Permanent Conservation Measures.

The proposed outdoor watering changes would amend the Municipal Code to regulate outdoor watering (irrigation) by alternating daily watering schedules based on the last whole number of the property address. The days of watering would be permitted by the last number of the address being a “even or odd” number.

Example: 1095 Airport Road would be permitted to outdoor water nights of: Wednesday, Friday, and Sunday. 150 Ski Hill Road would be permitted, Tuesday, Thursday, and Saturday. Watering (irrigation) is still permitted six days/week (no Mondays). One additional proposed change would be to move the outdoor watering time back by one hour (or 6:00pm – 9:00am). The attached Council Bill shows the proposed changes to 12-1-21.

Water policies outlined in the SustainableBreck Plan and Water Efficiency Plan help to conserve natural resources, reduce operational and energy costs, and illustrate best practices that help influence water conservation at local and regional levels. Collaborative resource management policies like this one help to reduce confusion, establish common systems, and amplify our community’s impact across the region. In addition to potential conservation benefits, an operational benefit for the water division will be the reduction of the water demand of the distribution pressure zones. The water demand during summer watering periods is challenging for water plant production.

Staff recommend adopting the proposed outdoor watering changes and will be present to answer questions of the Town Council.

COUNCIL BILL NO. \_\_\_\_

Series 2024

**A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE TO  
REGULATE OUTDOOR IRRIGATION BY ALTERNATING DAILY WATERING  
SCHEDULES BY EVEN AND ODD NUMBER ADDRESSES FOR  
CONSERVATION PURPOSES.**

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

**Section 1.** That subsection C. of 12-1-21 entitled “Permanent Conservation Measures” be amended by deleting the language stricken and adding the language underlined to read as follows:

**12-1-21: PERMANENT CONSERVATION MEASURES:**

C. Subsection **B1** of this section shall not apply to the following uses of water from the water system:

1. Outdoor watering when done in accordance with the following permanent conservation measures:

a. Outdoor watering is permitted only three (3) days each calendar week (Monday through the next Sunday) as described in subsections **C1b** and **C1c** of this section.

~~b. Outdoor watering on properties located east of the centerline of: 1) Main Street; or 2) Colorado Highway 9 north of Park Avenue and Colorado Highway 9 south of Park Avenue, whichever is applicable, whose last full number in the address is even may lawfully occur only on Sundays, Wednesdays, and Fridays~~ Tuesday, Thursday, and Saturday of each week.

~~c. Outdoor watering on properties located west of the centerline of: 1) Main Street; or 2) Colorado Highway 9 north of Park Avenue and Colorado Highway 9 south of Park Avenue, whichever is applicable, may lawfully occur only on Tuesdays, Thursdays, and Saturdays~~ Wednesday, Friday, and Sunday of each week.

d. Addresses ending with .5 or ½ shall constitute an even address. For example, 132.5 Main shall be considered an even number address.

~~e.~~ No outdoor watering is permitted on any property within the town on Mondays of each week.

~~ef.~~ On days when outdoor watering is permitted, it may occur only between the hours of ~~five~~ six o'clock (56:00) P.M. and nine o'clock (9:00) A.M. of the following day.

1           **Section 2.** This ordinance shall be published and become effective as provided by  
2 Section 5.9 of the Breckenridge Town Charter.  
3

4           INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
5 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2024. A Public Hearing shall be held at the  
6 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
7 \_\_\_\_\_, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the  
8 Town.  
9

10                                                           TOWN OF BRECKENRIDGE, a Colorado  
11                                                           municipal corporation  
12  
13

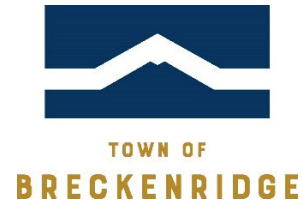
14                                                           By: \_\_\_\_\_  
15                                                           Kelly Owens, Mayor Pro Tem  
16  
17

18       ATTEST:  
19  
20

21  
22       \_\_\_\_\_  
23       Helen Cospolich, CMC,  
24       Town Clerk  
25

26       ATTEST:  
27  
28  
29





# Memo

To: Town Council  
From: Ellie Muncy, Planner I  
Date: April 2, 2024 (for April 9, 2024 Meeting)  
Subject: Demolition By Neglect Code Amendments (First Reading)

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To address a concern of the lack of maintenance of some historic sheds and secondary structures on private property, staff has discussed changes to the Town Code with the Council at meetings on January 9<sup>th</sup>, February 13<sup>th</sup>, and March 12<sup>th</sup>.

Current Town Code only requires property owners to stabilize historic structures on locally landmarked properties (Code Section 9-11-7: Property Stabilization Required). The proposed code amendments include adding demolition by neglect provisions and extending the requirement to all historic structures which fall within the Town's period of significance. The modifications also include:

- Minor changes to some definitions
- Two permit classifications changes
- Added wording for clarification
- Expanded enforcement and penalties section
- Creation of a specialized Class D Minor permit for secondary structure stabilization.

Based on comments from Town Council during the March 12<sup>th</sup> work session, staff revised the stabilization definition after soliciting feedback from three contractors that have local experience stabilizing historic secondary structures. For ease of comparison, changes to the definition from the last work session are shown shaded.

These amendments will increase the number of properties subject to the demolition by neglect provisions. In conjunction with this action, staff has also proposed a grant program to provide some technical guidance and financial assistance to property owners required to stabilize structures. Additionally, in order to monitor the integrity of historic structures, staff will do a yearly building analysis to monitor the condition of historic buildings and secondary structures. Staff will also be reaching out to all historic property owners to make them aware of how important historic structures are to the Town and build awareness of regulations for historic properties.

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

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

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

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

**9-11-2: DEFINITIONS:**

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

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

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

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

**STABILIZATION OR STABILIZE:** Providing weather protection; ~~or repair or preservation of a roofing structure, roof rafter, load bearing wall or foundation,~~ shoring and/or bracing to ensure structural integrity and longevity of the structure and its historic fabric to a reasonable level defined by the use of the structure and as approved by the Town. Items contributing to the structural integrity that should be considered for stabilization, depending on the intensity of use (e.g. habitable space) or natural hazards on site (e.g. drainage or snow load impacts), may

1 include roofing, siding, roof structure, roof rafters, load bearing walls, drainage/grading and  
2 foundation. The goal of stabilization is to keep the structure standing and prevent further  
3 deterioration but it is not to achieve a complete restoration of the structure.  
4

5 **Section 2.** That section 9-11-3 entitled “Definitions” be amended by deleting the  
6 language stricken and adding the language underlined maintaining alphabetical order to read  
7 as follows:  
8

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

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

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

19 1. Property Owner Consent:

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

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

1 c. Director To Give Notice: Within thirty (30) days following receipt of a historic district  
2 or cultural landscape district designation proposal, and prior to accepting such proposal  
3 as being complete and ready for town action, the director shall send written notice of  
4 the submission of such designation proposal to the owner(s) of the land which is the  
5 subject of the designation proposal as shown on the records of the Summit County  
6 assessor. The notice provided by the director shall outline the reasons for and the  
7 effects of the proposed designation. (Ord. [24](#), Series 2001)

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

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

22 **9-11-7: ~~PROPERTY STABILIZATION REQUIRED~~ CRITERIA FOR ESTABLISHING**  
23 **LACK OF MAINTENANCE AND REPAIRS CONSTITUTING DEMOLITION BY**  
24 **NEGLECT:**

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

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

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

4 D. ~~Before the town attorney files a complaint for failure to stabilize a property as required by~~  
5 ~~this section, Where~~ the director identifies a case of demolition by neglect, they shall notify the  
6 property owner, lessee, or occupant of the need to stabilize the property, shall endeavor to  
7 assist the owner, lessee, or occupant in determining how to stabilize the property, and shall give  
8 the owner a reasonable time, not less than thirty (30) days, to perform the required stabilization.

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

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

16

17 **9-11-9:DEMOLITION CRITERIA:**

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

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

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

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

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

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

7 a. Any impact(s) that will occur to the visual character of the neighborhood where  
8 demolition is proposed to occur.

9 b. Any impact(s) that will occur to the historic importance of the buildings, structures or  
10 objects located on the property and adjacent properties.

11 c. Any impact that will occur to the architectural integrity of the buildings, structures or  
12 objects located on the property and adjacent properties.

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

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

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

19 1. The partial demolition is required for the renovation, restoration or rehabilitation of the  
20 building, structure or object;

21 2. The applicant has mitigated, to the greatest extent possible:

22 a. Impacts on the historic importance of the buildings, structures or objects located on  
23 the property.

24 b. Impacts on the architectural integrity of the buildings, structures or objects located  
25 on the property; and

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

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

3    **9-11-12:           ENFORCEMENT AND PENALTIES; APPEALS:**

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

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

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

12           3.    In addition to the civil and criminal penalties provided above, neglect of a  
13   landmark, landmark site, or building in the historic district may result in up to a one-year  
14   moratorium on all building and development permits being issued for the subject property or  
15   imposed on the same owner or same developer on other properties as provided under section  
16   9-1-6 of the development code.

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

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

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

27           C.    Fines and penalties under this section may be imposed separately or  
28   cumulatively.

29           D.    Warnings and Notice.

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

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

7 E. Appeals.

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

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

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

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

28 **9-1-5: DEFINITIONS:**

29 CLASS A DEVELOPMENT: Any development which includes any of the following activities or  
30 elements:



- 1 A. Residential uses which include three (3) units or more.
- 2 B. Lodging and hotel uses.
- 3 C. Any site work or landscaping which is in excess of two hundred thousand dollars
- 4 (\$200,000.00) in value, to include ski lifts and parking lots.
- 5 D. Commercial and industrial uses, additions and remodels thereto which are one
- 6 thousand (1,000) square feet in size or greater.
- 7 E. Approval of a master plan on a site five (5) acres or more in size.
- 8 F. Major amendment to a master plan pursuant to section [9-1-19-39A](#), "Policy 39
- 9 (Absolute) Master Plan", subsection L, of this chapter.
- 10 G. Those wireless communication facilities permit applications described in section [9-1-19-](#)
- 11 [50A](#), subsection D(1), of this chapter.
- 12 H. Remodel or addition to any historic residential structure within the Historic District or the
- 13 Conservation District.
- 14 I. Demolition or moving of a landmark or historic structure or any portion of the same.

15 CLASS B DEVELOPMENT: Any development which includes any of the following activities or  
16 elements:

17 Class B - Major:

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

1 ~~F. Demolition or moving of a landmark or historic structure (including any portion of~~  
2 ~~the structure).~~

3 Class B - Minor:

4 A. Change of use within a Residential District.

5 B. Site work, landscaping, grading, and utility installations on steep slopes (greater  
6 than 15 percent) or within environmentally sensitive areas.

7 C. Operation of a home childcare business.

8 D. Vendor carts, large.

9 E. Application for exempt large vendor cart designation.

10 Class B development is divided into major and minor categories for purposes of payment of  
11 application fees<sup>1</sup> only. The procedures set forth in this chapter for the processing of Class B  
12 development permit applications apply to both major and minor categories.

13 CLASS C DEVELOPMENT: Any development which includes any of the following activities or  
14 elements:

15 A. Change of use outside of a Residential District.

16 B. Master sign plans.

17 C. Temporary structures to be used for longer than three (3) days.

18 D. Additions to commercial, office or industrial structures of less than ten percent (10%) of  
19 the existing square footage.

20 E. Matters relating to nonconforming uses.

21 F. Minor amendment to a master plan pursuant to section 9-1-19-39A, subsection L, of this  
22 chapter.

23 G. Installation of solar device within the Conservation District.

24 H. *Vendor Carts, Small*: A small vendor cart shall be processed as a Class C development  
25 permit with public notice requirements per a Class B development permit.

- 1 I. Major remodel to residential condominium, lodging, or hotel structure.
- 2 J. Temporary tents meeting the special requirements set forth in section [9-1-19-36A](#),
- 3 subsection F(2), of this chapter.
- 4 K. Exterior loudspeakers associated with a commercial use.
- 5 L. Any exterior food and beverage area.
- 6 M. A proposal to designate a landmark or landmark site pursuant to section 9-11-3(B)(2)
- 7 except when processed concurrently with a rehabilitation development permit.

8 CLASS D DEVELOPMENT: Any development which includes any of the following activities and  
9 elements:

10 *Class D - Major:*

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

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

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

20 A Class D - Major permit application that meets the conditions described in subsection  
21 1(a) or 1(b) of this definition shall be reclassified as a Class C development permit  
22 application.

23 2. Those wireless communication facilities permit applications described in section [9-](#)  
24 [1-19-50A\(D\)\(2\)](#) of this chapter.

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

1        *Class D - Minor:*

- 2            1. Banners and sponsor banners (all).
- 3            2. Individual signs (all).
- 4            3. Demolition or moving of any structure outside of the historic or conservation district.
- 5            4. Demolition of nonhistoric structure within the historic or conservation district.
- 6            5. Fencing (all).
- 7            6. Home occupation.
- 8            7. Minor remodel<sup>2</sup> of any residential structure.
- 9            8. Temporary structures to be used for three (3) days or less.
- 10           9. Operation of a chalet house.
- 11           10. Any painting of a structure within the historic or conservation district, except for
- 12           paint maintenance.
- 13           11. Any painting of a structure with a commercial or lodging use outside of the historic
- 14           district in land use districts 3, 4, 5, 6, 9, 13, 20, 23, 25, 28, 31, 32, 33, 35 or 39; except
- 15           for paint maintenance.
- 16           12. The painting of a contemporary landmark as provided in section [9-1-19-5A](#), "Policy
- 17           5 (Absolute) Architectural Compatibility," subsection A(2), of this chapter.
- 18           13. The placement of a commercial handbill dispenser outside of a fully enclosed
- 19           building as provided in section [11-5-6](#) of this Code.
- 20           14. Construction of approved private trash enclosure or conversion of nonconforming
- 21           private trash enclosure to approved private trash enclosure.
- 22           15. Placement of public art.
- 23           16. Substitution of employee housing unit or modification to unit floor plan.
- 24           17. Summer seasonal occupancy of employee housing unit as provided in section [9-](#)
- 25           [1-19-24R](#), "Policy 24 (Relative) Social Community," subsection A(5), of this chapter.

- 1 18. Placement of a satellite earth station larger than 2 meters in diameter in land use  
2 districts where industrial or commercial uses are recommended, or larger than 1 meter  
3 in diameter in land use districts where any other use is recommended.
- 4 19. Site work, landscaping, grading, and utility installations unless done on steep  
5 slopes or within environmentally sensitive areas.
- 6 20. The outdoor display or storage of bicycles as provided in section [9-7-6C](#) of this  
7 Code.
- 8 21. Any other development described as a Class D minor development in any town  
9 ordinance.
- 10 22. Installation of swimming pool, spa or hot tub.
- 11 23. Seasonal noncommercial greenhouse.
- 12 24. Installation of solar device outside the Conservation District.
- 13 25. Creation of voluntary defensible space around a building or structure, or on a  
14 parcel of land.
- 15 26. Application for a renewable energy mechanical system.
- 16 27. Master sign plan modification.
- 17 28. Radio broadcast.
- 18 29. Temporary tents to be used for five (5) days or less.
- 19 30. Those small cell facilities applications described in section [9-1-19-50A\(D\)\(3\)](#) of  
20 this chapter.
- 21 31. Stabilization of a historic secondary structure.

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

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

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

3  
4 **Section 7.** This ordinance shall be published and become effective as provided by  
5 Section 5.9 of the Breckenridge Town Charter.

6  
7 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
8 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2024. A Public Hearing shall be held at the  
9 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
10 \_\_\_\_\_, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the  
11 Town.

12  
13 TOWN OF BRECKENRIDGE, a Colorado  
14 municipal corporation

15  
16  
17  
18 By: \_\_\_\_\_  
19 Kelly Owens, Mayor Pro Tem

20  
21 ATTEST:

22  
23  
24  
25 \_\_\_\_\_  
26 Helen Cospolich, CMC,  
27 Town Clerk

28  
29 ATTEST:

30  
31  
32



# Memo

**To:** Breckenridge Town Council Members  
**From:** Helen Cospolich, Municipal Clerk  
**Date:** 4/3/2024  
**Subject:** Municipal Judge Appointment

---

Per the Breckenridge Town Charter (Article 8, Section 2), Council must appoint a Presiding Municipal Judge every two years. Current Judge Buck Allen has written a letter expressing his interest in being reappointed for the next two-year term, which is attached.

Judge Allen has served as the Town's Municipal Court Judge for the past thirteen two-year terms (26 years), beginning in 1998. Staff recommends his reappointment by Council.

Staff will be available to answer any questions Council may have about this reappointment.

RESOLUTION NO. 11

SERIES 2024

A RESOLUTION APPOINTING THE PRESIDING JUDGE AND FIXING THEIR  
COMPENSATION

WHEREAS, the Town charter, article VIII, entitled Legal and Judiciary, Section 8.2, provides, among other things, that the presiding judge shall be appointed by the council for a specified term of two (2) years; and,

WHEREAS, the Town charter further states that the presiding judge shall receive a fixed salary or compensation set by the council, which shall not be increased or decreased during his term of office; and,

WHEREAS, the Presiding Judge, Buck Allen, has successfully supervised Municipal Court and served as the Presiding Judge for many years; and,

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

Section 1. The Town Council hereby provides for a presiding judge under the terms of conditions established by the Town Charter.

Section 2. The Town Council hereby establishes the annual salary of the presiding judge at \$29,952.00.

RESOLUTION ADOPTED AND APPROVED this 9th day of April, 2024.

ATTEST:

TOWN OF BRECKENRIDGE

\_\_\_\_\_  
Helen J. Cospolich, CMC, Town Clerk

\_\_\_\_\_  
Kelly Owens, Mayor Pro Tem

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Date



Vail, CO 81657

March 26, 2024

Honorable Mayor Owens and Members of the Breckenridge Town Council

Town of Breckenridge

150 Ski Hill Road

P.O. Box 168

Breckenridge, CO 80424

RE: Municipal Judge

Honorable Mayor Owens and Council Members:

I would like to express my strong desire to continue as Municipal Judge for the Town of Breckenridge. I thoroughly enjoy working for the town and I look forward to continuing as Judge for years to come. I appreciate the first-class staff of Breckenridge and I value our working relationship.

I would be happy to answer any questions you may have. My office phone is [REDACTED] and my cell phone is [REDACTED]. Thank you for your consideration.

Yours truly,

*Buck Allen*

Buck Allen



# Memo

To: Breckenridge Town Council Members  
From: Mark Truckey, Director of Community Development  
Date: April 3, 2024  
Subject: Planning Commission Decisions of the April 2, 2024 Meeting

---

## ***DECISIONS FROM THE PLANNING COMMISSION MEETING, APRIL 2, 2024:***

**CLASS A APPLICATIONS:** None.

**CLASS B APPLICATIONS:** None.

### **CLASS C APPLICATIONS:**

1. Franke Residence Remodel and Addition, 577 Broken Lance Drive, PL-2024-0060  
A proposal to remodel and add a 499 sq. ft. addition to an existing duplex unit. *Approved.*
2. Beaver Run 2024 Summer Conference Tent, 620 Village Road, PL-2024-0067  
A proposal to install a main tent (40'x100' = 4,000 sq. ft.), a food service/kitchen tent (20'x40' = 800 sq. ft.), an entryway tent (10'x10' = 100 sq. ft.) and a walkway/connector tent from main tent to the service/kitchen tent (10'x10' = 100 sq. ft.) for use during the summer only. The tent will provide additional space for on-site conferences and functions. This tent has been used previously with the same design and location. *Approved.*

**TOWN PROJECT HEARINGS:** None.

**OTHER:** None.



NOT TO SCALE



Beaver Run 2024 Summer  
Conference Tent, 620  
Village Rd.

Franke Residence  
Remodel & Addition, 577  
Broken Lance Drive

# Breckenridge South



## PLANNING COMMISSION MEETING

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

### ROLL CALL

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

### APPROVAL OF MINUTES

With no changes, the March 19, 2024 Planning Commission Minutes were approved.

### APPROVAL OF AGENDA

With no changes, the April 2, 2024 Planning Commission Agenda was approved.

### PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comment.

### CONSENT CALENDAR:

1. Franke Residence Remodel and Addition (SVC), 577 Broken Lance Drive, PL-2024-0060
2. Beaver Run 2024 Summer Conference Tent (SVC), 620 Village Rd., PL-2024-0067

Mr. Giller: How many more years will we see this application? (Mr. Kulick: We review it annually to ensure it meets temporary structure limitations regarding timing and property size. At the time this code section was written, it was thought that in the future a large temporary structure might be something that the Town would not want. We use the same application materials every year, and change the date in the report and conditions. The annual approval process may help in reminding the applicants to abide by the 150-day timeframe limit.)

Mr. Gerard: In the findings and conditions, there is one that specifies the requirement of a permit from Red, White, and Blue (RWB). (Mrs. Crump: For any temporary structure over 200 sq. ft. there is a requirement for a permit from RWB. They check for egress and safety if the tent will be occupied by people. I believe this is a requirement from the state level.) (Mr. Kulick: The permit also ensures the structure can withstand the wind load and other aspects of our climate.)

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

### OTHER MATTERS:

1. Town Council Summary

### ADJOURNMENT:

The meeting was adjourned at 6:07 pm.

---

Mark Leas, Chair



**TOWN OF BRECKENRIDGE**  
**TOWN COUNCIL**

**Scheduled Meetings**

**Shading indicates Council required attendance – others are optional**

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

**April 2024**

<b>Tuesday, April 9th, 2024</b>	<b>Council Chambers</b>	<b>First Meeting of the Month</b>	<b>3:00 pm / 7:00 pm</b>
<b>Tuesday, April 23rd, 2024</b>	<b>Council Chambers</b>	<b>Second Meeting of the Month</b>	<b>3:00 pm / 7:00 pm</b>

**May 2024**

<b>Tuesday, May 14th, 2024</b>	<b>Council Chambers</b>	<b>First Meeting of the Month</b>	<b>3:00 pm / 7:00 pm</b>
<b>Tuesday, May 28th, 2024</b>	<b>Council Chambers</b>	<b>Second Meeting of the Month</b>	<b>3:00 pm / 7:00 pm</b>

**Other Meetings**

April 9th, 2024	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 10:30am
April 11th, 2024	Upper Blue Sanitation District	5:30pm
April 15th, 2024	Social Equity Advisory Commission Summit Combined Housing Authority	7:30am 9:00am
April 16th, 2024	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
April 22nd, 2024	Open Space & Trails Meeting	5:30pm
April 23rd, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
April 25th, 2024	Summit Stage Transit Board Meeting Breckenridge Tourism Office Board Meeting NWCCOG Board Meeting RW&B Board Meeting	8:15am 8:30am 10:00am 3:00pm
May 1st, 2024	Police Advisory Committee Breckenridge Events Committee Childcare Advisory Committee I-70 Coalition	7:30am 9:00am 10:00am 11:30am
May 7th, 2024	Board of County Commissioners Meeting Planning Commission Meeting	9:00am 5:30pm
May 8th, 2024	Breckenridge History	Noon
May 9th, 2024	Upper Blue Sanitation District	5:30pm
May 14th, 2024	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 10:30am



## Scheduled Meetings

**Shading indicates Council required attendance – others are optional**

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

May 20th, 2024	Social Equity Advisory Commission Summit Combined Housing Authority Open Space & Trails Open House	7:30am 1:00pm 5:30pm
May 21st, 2024	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
May 23rd, 2024	Summit Stage Transit Board Meeting Breckenridge Tourism Office Board Meeting RW&B Board Meeting	8:15am 8:30am 3:00pm
May 28th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
June 4th, 2024	Board of County Commissioners Meeting Planning Commission Meeting	9:00am 5:30pm
June 5th, 2024	Breckenridge Events Committee Childcare Advisory Committee	9:00am 3:00pm
June 6th, 2024	NWCCOG Board Meeting	10:00am
June 13th, 2024	QQ - Quality and Quantity - Water District	10:00am
June 27th, 2024	Breck Create	3:30pm
July 10th, 2024	Breckenridge History	Noon
TBD	Tourism Overlay District Advisory Committee Meeting Transit Advisory Council Meeting Water Task Force Meeting	10:30am 8:00am 9:30am