














**BRECKENRIDGE TOWN COUNCIL  
WORK SESSION  
Tuesday, September 9, 2008**

**ESTIMATED TIMES:**

*The times indicated are intended only as a guide. They are at the discretion of the Mayor, depending on the length of the discussion and are subject to change.*

<b>3:00 – 3:15 pm</b>	<b>I. <u>PLANNING COMMISSION DECISIONS</u></b>	<b>Separate</b>
<b>3:15 – 4:45 pm</b>	<b>II. <u>LEGISLATIVE REVIEW</u> *</b>	
	 Skateboarding Ordinance**	<b>Page 33</b>
	 Planning Commission Pay	<b>Page 39</b>
	 PSCo Easement	<b>Page 42</b>
	 Sanitation District Easement	<b>Page 49</b>
	 Claimjumper Easement	<b>Page 56</b>
	 Exchange Agreement**	<b>Page 66</b>
	 Ordinance Approving Deed of Dedication	<b>Page 78</b>
<b>4:45 – 5:15 pm</b>	<b>III. <u>MANAGERS REPORT</u></b>	
	 Public Projects Update	<b>Page 2</b>
	 Housing/Childcare Update	<b>Verbal</b>
	 Committee Reports	<b>Page 3</b>
<b>5:15 – 5:45 pm</b>	<b>V. <u>OTHER MATTERS</u></b>	
	 Transit Study	<b>Page 6</b>
<b>5:45 – 6:45 pm</b>	<b>VI. <u>PLANNING COMMISSION JOINT MEETING</u></b>	
	<i>Dinner will be served to Town Council, Planning Commission and staff</i>	

**\*ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA** **Page 25**

*NOTE: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item. The public will be excluded from any portion of the Work Session during which an Executive Session is held.  
Report of Town Manager; Report of Mayor and Council members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.*

## Memorandum

**TO:** Town Council  
**FROM:** Tom Daugherty, Town Engineer  
**DATE:** September 4, 2008  
**RE:** Public Projects Update

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### **Wellington Oro WTP**

The project is nearly complete and commissioning will begin the week of September 8. The commissioning period is expected to last 60 days. At the end of the 60 day period the Town will take over operations and will begin reporting results to EPA.

### **Boreas Pass Road**

The Open House is scheduled for Thursday September 4 at the upper meeting rooms of the Ice Rink from 5:00 pm to 7:00 pm. The closure of Boreas Pass is expected to start on September 15 and be completed by September 30. There will be other lane closures in October due to concrete and paving operations.

### **Wayfinding**

The Wayfinding signage phase 2 project is the pedestrian level signs. We are advertising for bids for this project and will receive the bids on September 19. We will discuss this with the Council at the September 23 meeting to see if you would like to move forward with this project. This is the latest we can delay the project and still complete the signs this year.

August 27, 2008 Summit Stage Board Meeting

There was short discussion of Winter Schedule and as reported last month; winter schedule will take place on 07 Dec 2008. Winter Schedule will return to half-hour service for peak and non-peak hours. In effort to provide better interline connection between Summit Stage and the Breckenridge Free Ride; the Free Ride will be proposing schedule changes. This proposed schedule change will be presented during a separate discussion at the 09 Sept 2008 Council Work Session.

There was a verbal update that for the one month period there has been over a \$10,000 fuel savings. This fuel savings was a combination of three events: Modified service during non-peak times, implementation of no more than 5 min. idle - Policy, and reducing max speeds from 65 mph to 60 mph max. The stage service modification went into place on 27 July 2008. The Stage is optimistic that with these implemented changes coupled with currently decreasing fuel costs this will result in significant budget recovery by end of year.

Total Ridership for July saw an increase of 17.19% over 2007, Late Night Ridership 37.71% increase over 2007.

**Alison** – Below is a recap of the most recent **Police Advisory Committee** (PAC) meeting, held on Thursday, September 4, 2008. Meetings are usually held bimonthly, the first Thursday of each month. The reporting individual for this information to the Council is Chief Rick Holman.

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**Committee: Police Advisory Committee (PAC)**

**Chief Rick Holman**

The Police Advisory Committee (PAC) held its bimonthly meeting on September 4, 2008. The Chief and PAC members discussed the following:

- **Bike Theft Update:** Detectives provided an update to the recent and increased levels of bike theft. Approximately 20 bikes were stolen out of garages in the Wellington/Vista Point area June – August, and approximately 12 were stolen on 8/20/08. With the exception of one incident, most thefts occurred at residences that were unlocked, and at night. The department’s investigation efforts included canvassing neighbors, reviewing I-70 tunnel video, contacting front-range bike shops, and reviewing internet sites of bikes for sale. To date, there are no identified suspects, or significant leads. Efforts to educate the public regarding basic precautions such as locking garages, bikes, and homes are underway.
- **Skateboarding Update:**  
The department is working to prepare for the upcoming change in Town code. A process for coding skateboarding calls or issues will be set up via the county’s dispatch system, so that statistics will be available to assist in tracking the impacts.
- **Graffiti Update:** Council requested that Chief Holman review options for impacting this in the community. The Chief sought the PAC’s feedback regarding a partnership with the business community to address the issue via education, efforts to keep areas clean and to reduce the numbers of stickers available by businesses. The PAC was supportive of a coordinated effort and outreach to the business community, and suggested that we consider designating a specific place or “wall” for local graffiti. The department is also reviewing the efforts of other communities to see how the issue is addressed. The PAC concurred with the Chief that any formal change in code that would require businesses to “clean up” graffiti within a short period of time would not be the best approach to partnering.
- **Safe Bar Campaign Update:** The department met with the Restaurant Association, and there is support (and potential shared funding) for the program and the posters that would be placed in establishments. Posters to promote the campaign would indicate that the program was sponsored by the Restaurant Association, which would have a positive impact. Chief Holman’s staff will attend meetings in Vail to observe how that agency coordinates this successful program with their local businesses. The PAC suggested that a bar owner also attend these meetings.
- **Parking Transition to Police Department:** The parking function has transferred to the Police Department this week, and a transition is underway. Community Service Officers are being hired to perform both parking and other code enforcement duties. The transition provides an opportunity for the department to have two (2) staff members on during each day, and to diversify the job assignments.
- **H.S. Homecoming:** The police department indicated an availability and desire to coordinate activities with the school district in addressing underage consumption during homecoming activities.

Submitted 9-04-08 to Alison Kellermann, by Sherilyn Gourley

NWCCOG Strategic Planning Meeting notes.

This meeting was held in Grand Lake on August 28, 2008

#### DOLA Grants

Greg Winkler from the State Department of Local Affairs reviewed the current grant cycle applications for Mineral Impact funds saying the next two cycles have many applicants and there has been a significant increase in interest in the amount of funding sought. Grant proposals will need to include at least 50% matches to remain competitive.

#### Swan Mountain Bike Path

\$350,000 of the goal to raise \$380,000 from the private sector has been pledged to date for the second phase of the Swan Mountain bike path. Therefore this project will be scheduled for construction next year.

2009 Work Plan priorities for NWCCOG staff was discussed and agreed upon.

NWCCOG staff would like to make a 20 minute presentation to the Town Council to highlight the services they offer to their member organizations.



September 3, 2008

TO: Breckenridge Town Council

FROM: James Phelps and Maribeth Lewis

RE: Winter Ops Plan for 2008-2009

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The Free Ride proposed 2008-2009 Winter Ops Plan was designed in conjunction with our transit consultant, LSC Transportation Consultants, Inc. Changes proposed were made to better meet the connection with the Summit Stage, more evenly space our buses, eliminate redundant service, and maximize the resources of the Free Ride Transit System.

#### Summit Stage Connection

By shifting the schedule times for some of our buses to: 15 and: 45, we will better meet the connection with the Summit Stage. Green (BSR), Black, Blue 2, Yellow 2, Brown 2, and Orange would all meet the connection with Summit Stage. The Summit Stage supports this change and believes this would work well for an interline connection between the two transit systems.

#### Winter Ops Plan:

- Green (BSR), Black, Blue 2, Yellow 2, Brown 2, and Orange would all meet the connection with Summit Stage by departing Breckenridge Station at the :15 and :45
- 15 minute headways on Main Street and Airport Road
- 5-10 minute headways through Beaver Run
- 7 minute daytime headways up Ski Hill to Peaks 7/8 in conjunction with BSR
- Improved service on Ski Hill Road down from 1 hour to 30 minute service (equal to other routes)
- Wellington Neighborhood will receive service to Carter Park/Breckenridge Elementary and direct access to the core of town.
- The Ski Hill neighborhood will receive direct access to the core of town in the evening and an improved service frequency.
- Park-n-Ride Service at the Ice Rink and the end of the Yellow route.

## Overview of Changes:

The Yellow Route will operate unchanged with the exception of a designated Park-n-Ride at the end of the current route on Airport Road. This is intended to be a step towards learned behavior for when CMC comes on-line. In cooperation with the Community Development Way-Finding project, there will be signage at Breckenridge Station to better direct people as to where to line up for the direction of travel they desire on the Yellow route (either North to Airport Road or South to Peak 9).

The Yellow 2, winter seasonal bus, will operate the full schedule (18 hours per day) for this winter. This is warranted by both ridership and capacity demands.

The Brown will assume the Brown 2 schedule from last winter by departing Breckenridge Station, going up Four o'clock Road through Beaver Run, to Warrior's Mark, and then it will return to Beaver Run, before going to F-Lot, and back to Breckenridge Station. The Brown 2 will operate on a split shift during peak times, like last winter, and mimic the Brown 1 being 15 minutes offset.

The Black and Blue routes will be split to make each of them a 30 minute route. The Blue route will no longer service City Market to shorten it to a 30 minute loop. The Ski Area will also operate Blue 2 during the daytime.

The Purple Route will be expanded to come into Town to provide service to Carter Park/Breckenridge Elementary. This was requested by constituents in the French Creek and Wellington Neighborhood. We will also add a bus stop near the 7-11.

The Orange route has the most significant changes. We will no longer service the Beaver Run loop with the Orange. The ridership and redundant service make it not necessary. The Orange will service City Market, Main Street, Ski and Racquet, and the Ice Rink. The Ice Rink will be designated as a Park-n-Ride and will serve as a transfer point. The Orange Route will service City Market twice in order to provide service to 300 N. Main.

We will eliminate the Orange 2 and Main Street Express winter seasonal routes from the schedule. We are able to cover Main Street with 15 minute headways by the proposed service modifications in our Winter Operations Plan. The Orange 2 had an extremely low ridership level that did not support the cost justification for the service.

Staff will be available during the work session on Sept. 09th to answer any questions about proposed new route structures. Future levels of service will be discussed at the next meeting.

# Executive Summary

## Breckenridge Transit Operations Plan

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### INTRODUCTION

The Town of Breckenridge contracted with LSC Transportation Consultants, Inc. to complete an Operations Analysis for the FREE RIDE and provide recommendations with a focus on determining the needs for future service expansion and to identify efficiencies in providing those services. The overall approach to this project is to collect and evaluate available data, review service information, provide an analysis of demand, and review operational characteristics. This Executive Summary provides proposed recommendations on how to make the system more efficient and new route structures. After the service plan has been approved, detailed schedules will be prepared and LSC will provide information for making key decisions on future levels of service and how that service is structured both internally in terms of staffing and externally in terms of actual operations. This report presents a thorough analysis of data collected as part of the survey performed in 2008, as well as a detailed analysis of existing services and the demand for fixed-route services.

### PROJECT APPROACH

The project began with collection of data for the existing service. Data included operational data, passenger count data, financial data, and an onboard survey of passengers. A detailed evaluation of the existing service was completed to identify routes that might be underperforming and opportunities to improve the efficiency of the current service.

A public forum was held on July 9, 2008. A brief summary of the onboard survey results and the service evaluation was presented. Participants were then asked to identify aspects of the current service which should be looked at for change or new services to be added. Public input at that meeting focused on new service to Upper



Warrior's Mark and a route to connect historical sites in Breckenridge. These requests were considered in the options which were analyzed.

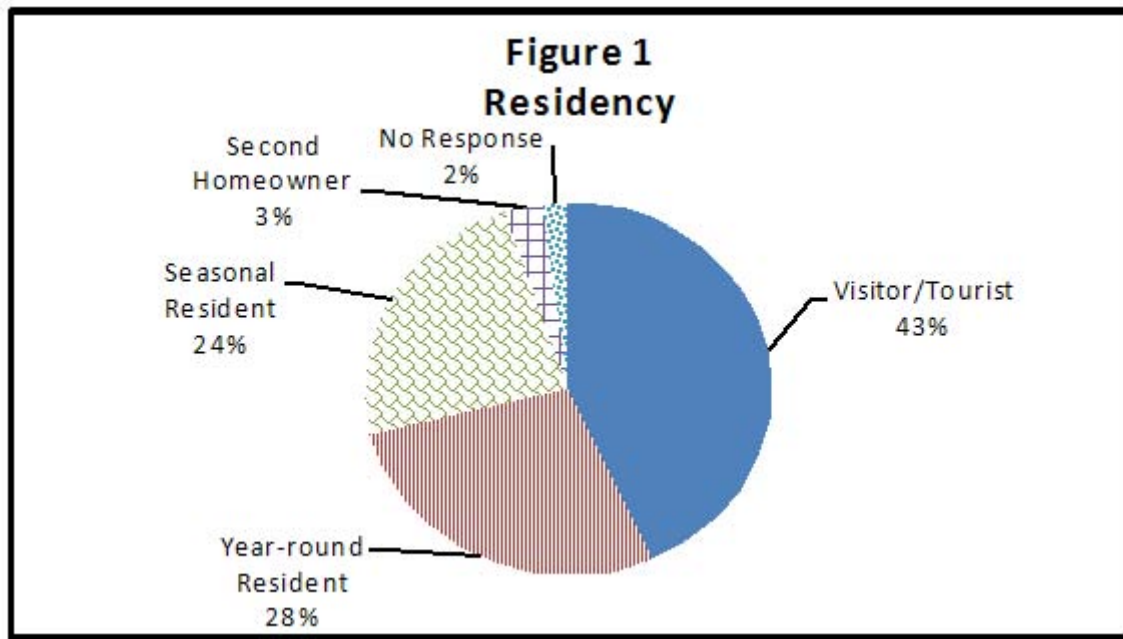
Several options were considered for changing the existing service. New route alignments were identified and evaluated for the potential to enhance service and improve efficiency. The options were presented at a second public forum held on July 28, 2008.

Based on the evaluation of service options and input from staff, a proposed service plan has been developed. That proposed service plan is described in this document. Input from the Town Council will be used to refine the service plan and to implement the priorities of the Town.

## **PASSENGER SURVEY**

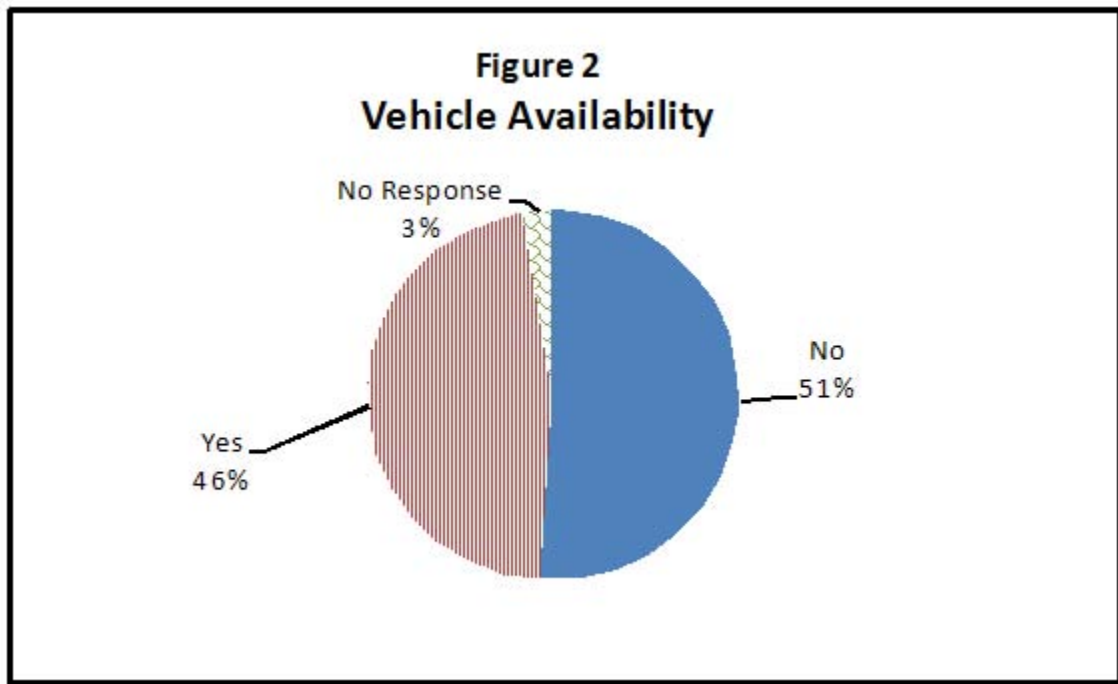
An onboard passenger survey was conducted on March 26, 2008. This date was selected to provide a look at travel patterns for many visitors, residents, and employees using the Breckenridge FREE RIDE buses. Survey data in the planning process help to gauge the effectiveness of the current system and identify how to better serve the current passengers. The survey was administered in both English and Spanish. Eleven percent of the survey responses were in Spanish and 89 percent of the responses were in English. Total ridership for the routes that were surveyed was 4,093 passengers. There were 932 usable responses, with a survey response rate of 23 percent. This sample provides an error range of +/- 2.82 percent at the 95 percent confidence level.

The first consideration is the residency status of passengers. Passengers were asked to indicate whether they were a visitor/tourist, year-round resident, seasonal resident, or second homeowner. The results are illustrated in Figure 1. As shown, visitors or tourist were the largest group of riders in the March 2008 survey with 43 percent of the responses.

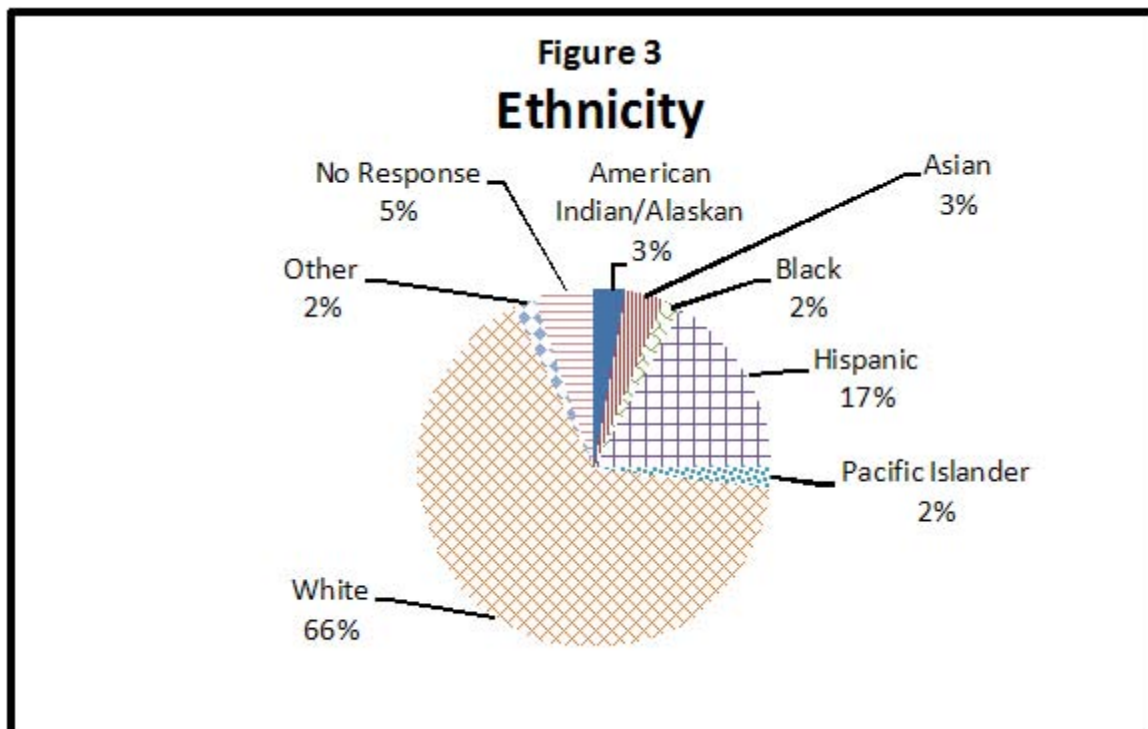


Vehicle availability for households and visitors, as well as the ability to drive, play key roles in the demand for public transportation. Lack of a private vehicle or the inability to drive influences people to use public transportation. This comparison provides an indication of the number of *choice riders* compared to those who are transit-dependent.

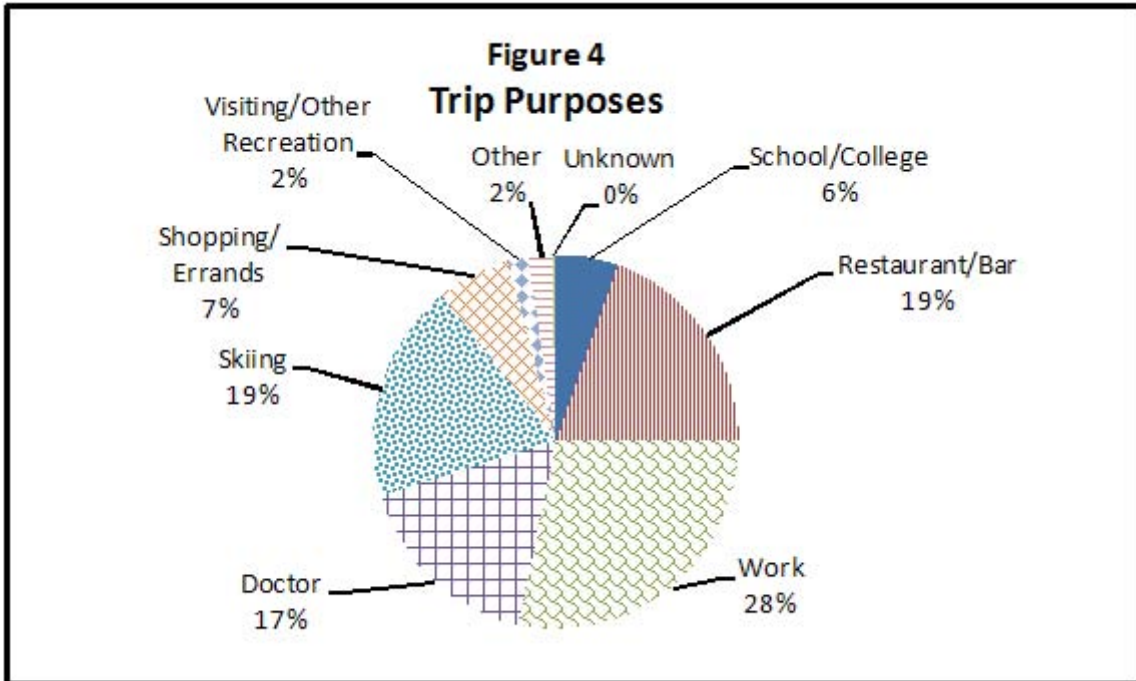
Figure 2 shows the proportion of passengers with vehicles available for transportation. Forty-six percent of the passengers had a vehicle available.



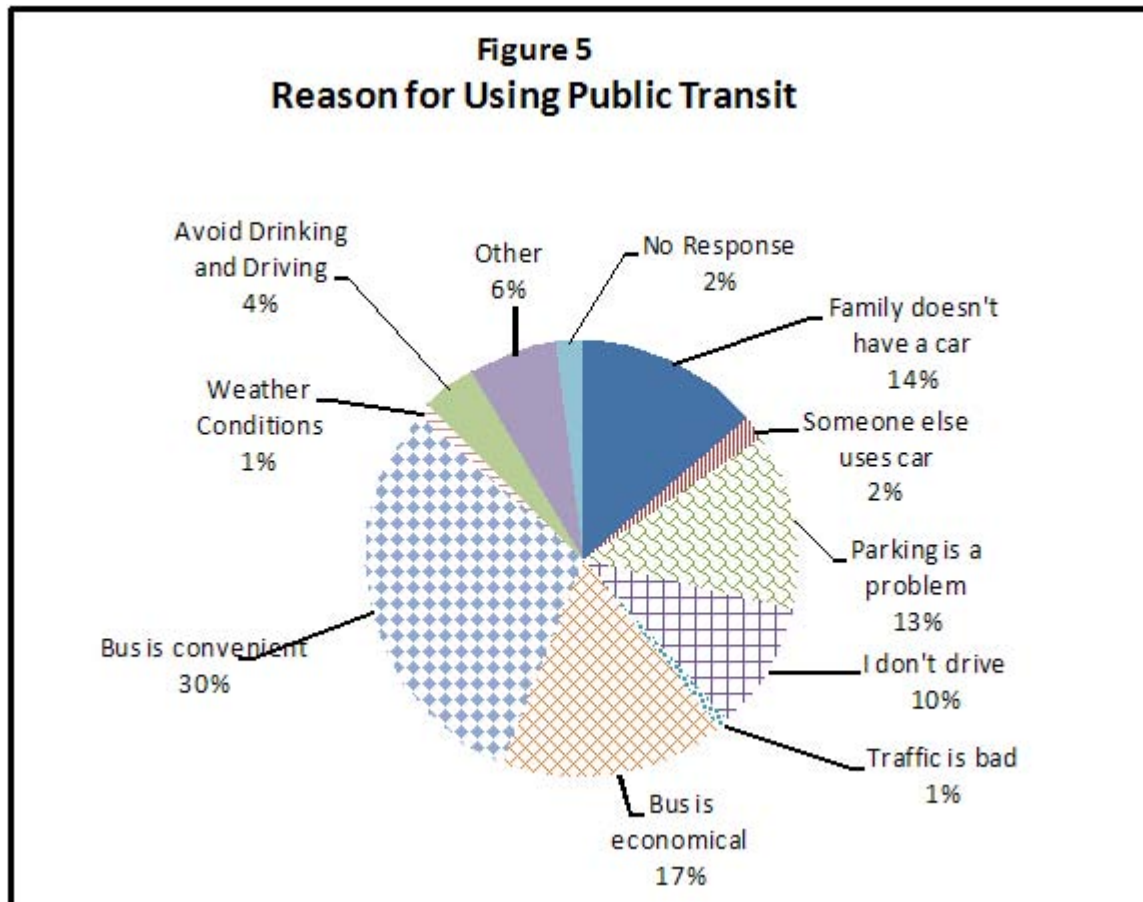
Ethnicity is shown in Figure 3. Whites made up about 66 percent of the passengers, and Hispanics or Latinos were about 17 percent.



The survey asked passengers to provide information about the trip they were making on Breckenridge FREE RIDE. Trip purposes are shown in Figure 4. The primary trip purpose (28 percent) was to go to and from work. The second most common purposes were restaurant/bar (19 percent) and for skiing (19 percent).



Passengers were asked the most important reason they ride the bus. Figure 5 shows the information. The top reasons for riding the bus are the convenience of the bus (30 percent), the bus is economical (17 percent), passengers who do not have a car (14 percent), and parking is a problem (13 percent).

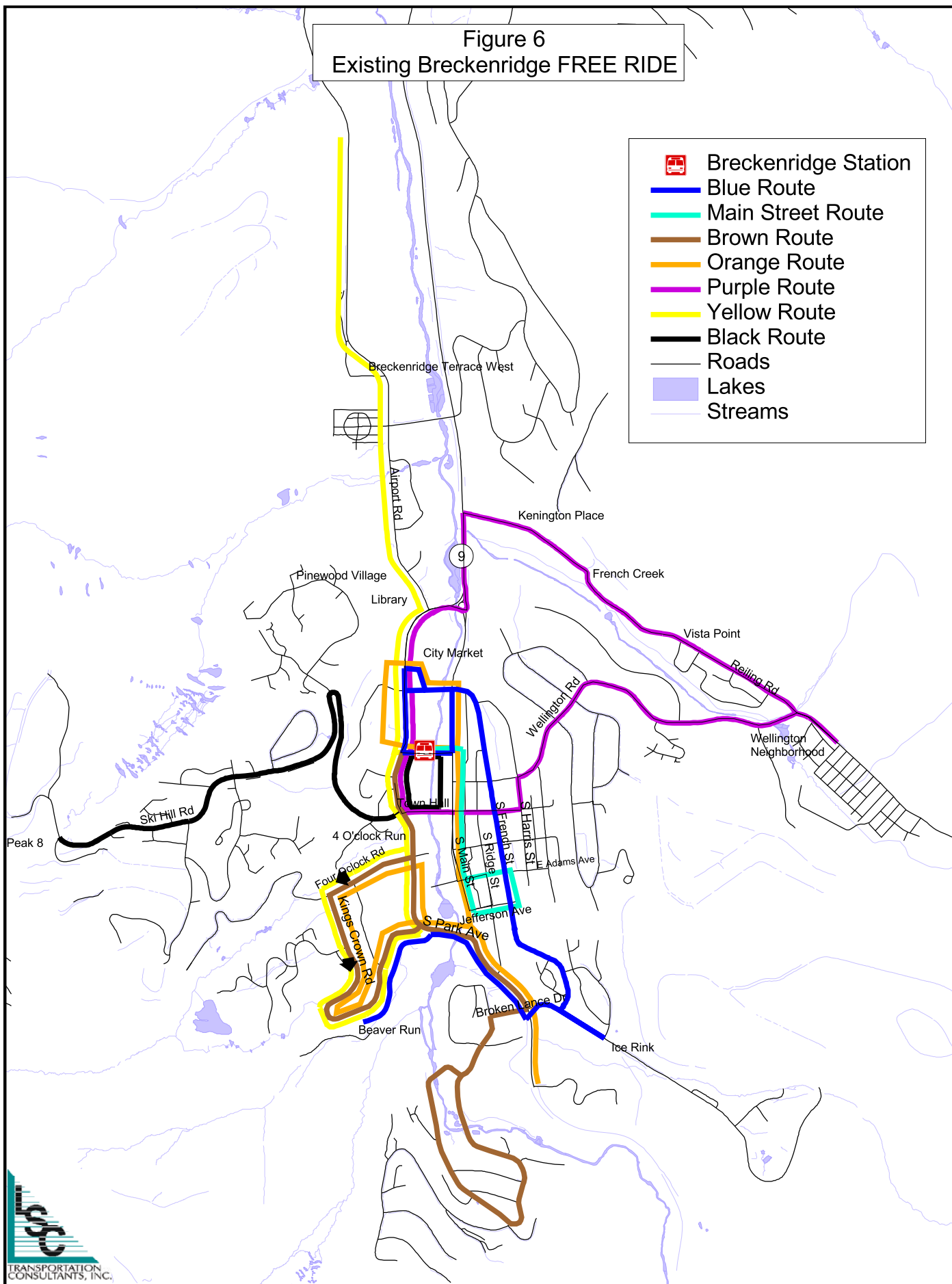


A number of other analyses were completed including a comparison of residents and visitors. Space was provided on the questionnaire for passengers to provide input regarding the study and changes they would like to see in the transit service.

## SERVICE EVALUATION

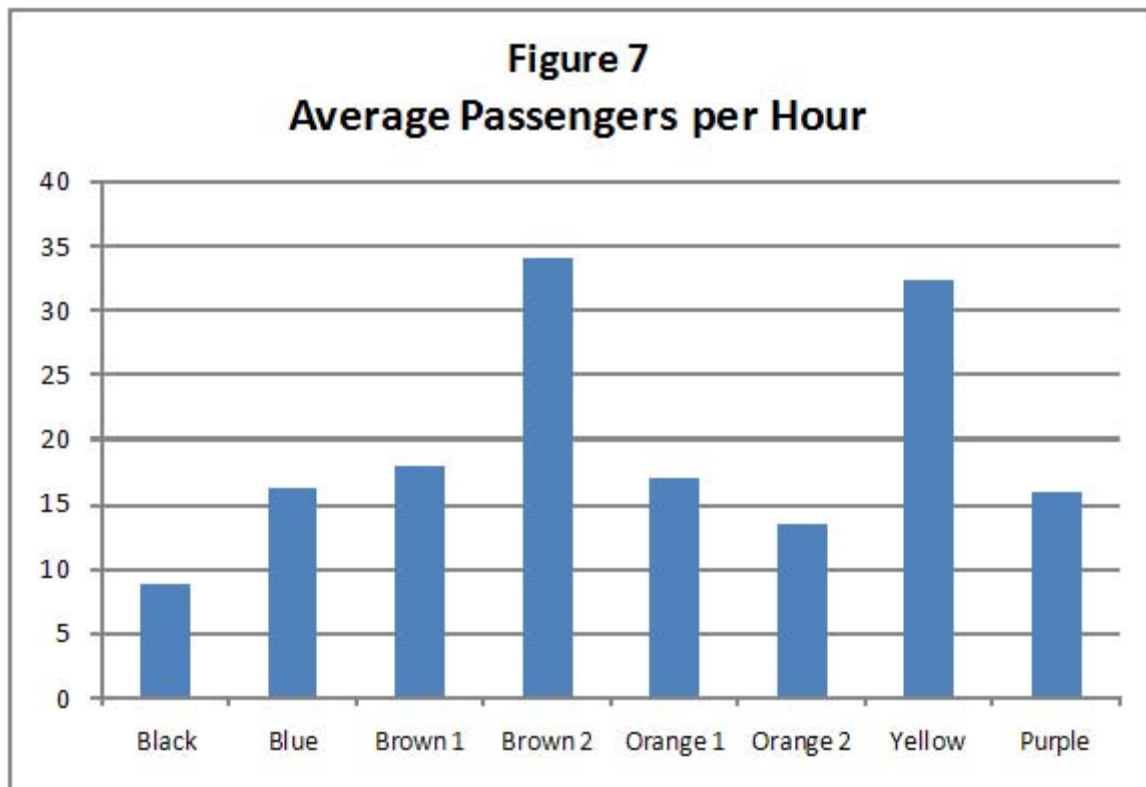
A thorough evaluation of the current service, shown in Figure 6, was completed. This included an analysis of passenger boarding patterns and performance of each route during the three seasons. The three seasons evaluated were the winter ski season, the summer tourist season, and the fall and winter shoulder season.

Figure 6  
Existing Breckenridge FREE RIDE



*Executive Summary*

Figure 7 provides an example of the analysis that was completed. The figure shows the productivity of each route as measured by the number of passengers boarding per hour of service. As can be seen, there is a significant difference among the routes operated by the Town of Breckenridge.



Analysis of the routes and travel patterns indicated that there is duplication of services between Breckenridge Station and Beaver Run. Although the schedule called for a Main Street Express route, that service was never implemented because of a shortage of personnel.

Staffing shortages have resulted in significant overtime expenses which have impacted the cost of providing service and the ability to provide all of the services which were planned. The required use of overtime has impacted employee morale as employees are unable to schedule and use all of their earned time off.

## TRANSIT DEMAND ANALYSIS

A transit demand model was developed to use for evaluating any proposed changes. The demand model was set up for the different seasons and adjusted to reflect actual use of the FREE RIDE in Breckenridge. The model was then used to evaluate the options for possible service changes.

## STOPS AND SERVICE CRITERIA

Criteria for stops and new service were developed. This process included a detailed inventory of all existing stops to determine stop characteristics and amenities. Recommendations are provided for bus stop spacing and appropriate improvements that should be provided.

Recommendations for typical bus stop spacing are shown in Table 1. These are provided as guidelines. Specific locations must consider passenger activity, pedestrian access, pedestrian safety, traffic safety, and major transit trip generators. The appropriate type of furniture for bus stops based on passenger activity is shown in Table 2.

<b>Table 1 Typical Bus Stop Spacing</b>		
<b>Land Use</b>	<b>Range of Spacing</b>	<b>Typical Spacing</b>
Central Business District	300 to 1,000 feet	600 feet
Urban Areas	500 to 1,200 feet	750 feet
Suburban Areas	600 to 2,500 feet	1,000 feet
Rural Areas	650 to 2,640 feet	1,250 feet

*Source: TCRP Report 19, Guidelines for the Location and Design of Bus Stops.*

<b>Table 2 Transit Facility Furniture Needs</b>	
<b>Activity</b>	<b>Furniture</b>
Less than 25 Passenger Boardings per Day	None
Between 25 and 80 Passenger Boardings per Day	Bench
81 or more Passenger Boardings per Day	Shelter



## *Executive Summary*

Criteria to use for evaluating new service requests are shown in Table 3. These criteria should be used to evaluate the feasibility of providing new service and whether that service is appropriate.

<b>Table 3 Service Criteria</b>			
<b>Criteria</b>	<b>Characteristic</b>	<b>Mechanism</b>	<b>Minimum Standard</b>
<b>Performance</b>	Performance based upon demand for service	Passengers/Hour	At least 9 passenger per hour
<b>Safety</b>	Safety issues including intersection safety, snow/ice issues, accident history, potential for accident	Accident history/rate and known safety issues	No known accident history
<b>Turning Radii</b>	Turning movement consideration for bus	Appropriate turning radii of corner	27' turning radius
<b>Bus Movement</b>	Unsafe bus movements	Prevent unsafe bus movements (backing)	No backing/unsafe bus movements
<b>Pedestrian Access</b>	Accessibility of stops	Accessibility rating of stop	Access directly to housing/employment
<b>Street Width</b>	Width of street from edge of pavement to edge of pavement (curb-to-curb)	Total width of travel lanes and parking	30' of pavement, one-side parking 24' of pavement, no parking
<b>Plowing Priorities</b>	Road priority for snow plowing	Low priority routes will be given least consideration for service	Plowed by 5:00 a.m.
<b>Road Surface</b>	Surface type and condition of road	Road rating and condition will dictate services	Limited ice/snow accumulation, hard surface, no gravel

## **SERVICE OPTIONS**

Several different service options were developed based on driver input, staff comments, public input, and the service evaluation completed by LSC. The evaluation of these options was presented to staff and to the public at a second public forum held on July 28. Based on the review of these options, a recommended service plan was developed.












## **PROPOSED SERVICE PLAN**

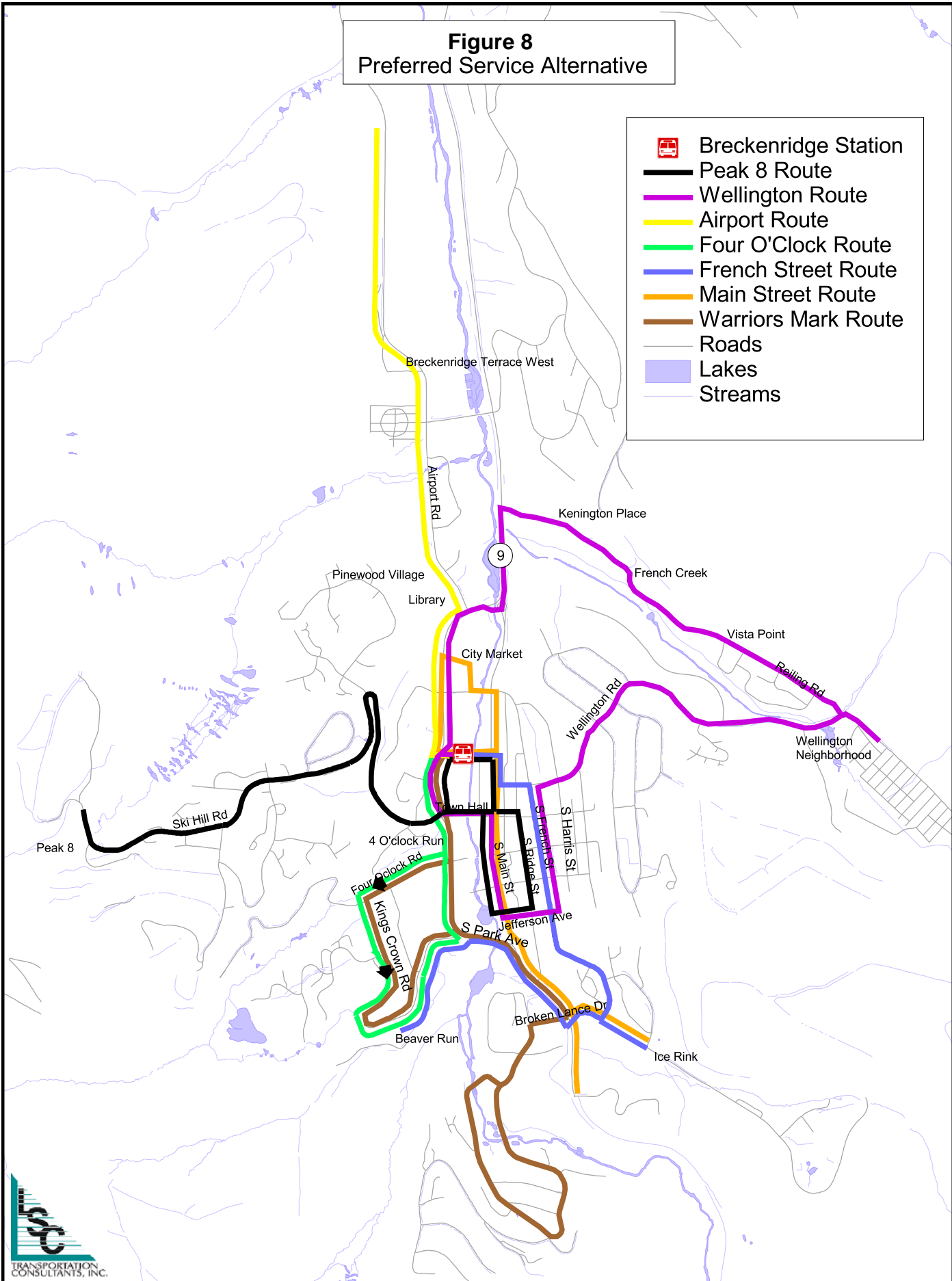
The recommended service plan is shown in Figure 8. The routes shown are those to be operated by the Town. In addition to these routes, it has been assumed that Breckenridge Ski Resort will continue to operate the Green Route and the Red Route in response to skier demand. The Ski Resort will also supplement Town service on the Black Route and the Blue Route.

Advantages to the proposed service include:

- Eliminates duplication of service among routes.
- Reduces confusion for passengers about which bus to take.
- Increases frequency of service on Main Street.
- Improves efficiency of service.
- Minimizes the amount of increased funding needed.

**Figure 8**  
Preferred Service Alternative

	Breckenridge Station
	Peak 8 Route
	Wellington Route
	Airport Route
	Four O'Clock Route
	French Street Route
	Main Street Route
	Warriors Mark Route
	Roads
	Lakes
	Streams



## **STAFFING**

Analysis of the current service indicted a shortage of 2.5 full-time-equivalent drivers, which could be made up of a combination of full-time and seasonal employees, and one supervisor. This gap was partially filled in 2007-08 by three seasonal employees funded through the Federal Transit Administration Section 5311 program administered by CDOT. The shortage of personnel resulted in high overtime expenses to cover leave and other time off from work. FREE RIDE was not able to operate the Main Street Express during the 2007-2008 winter season due to a lack of drivers. Increasing the number of drivers will reduce the need to pay overtime to cover all shifts.

The shortage of an operations supervisor creates a situation where there are times no supervisor is on duty. The year-round, seven day a week service and daily hours of service cannot be covered by the three supervisors. This is a concern if there is an incident involving a driver. A supervisor should be available during all hours of operation to oversee and be responsible for the operations. The recommendation is to add one supervisory position.

Staffing for the proposed service will require an increase of an additional 0.5 full-time-equivalent drivers, or one seasonal employee. This will allow the service to provide a high frequency of service on Main Street by realigning the routes and implementing different levels of service for the different seasons.

## **FUTURE SERVICE EXPANSION**

Requests were received for expansion of the existing service. These have been evaluated and the recommendation is to extend the Yellow Route on Airport Road north as development occurs on Block 11. The service criteria presented above will be used to establish milestones for when service should be extended.

Extension of this route will require additional resources to maintain the proposed frequency of service or a reduction in the frequency of service to stay within the current budget. The detailed planning for this service extension is still in progress. LSC and Town staff are analyzing the options for this service extension.



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## MEMORANDUM

**TO:** Town Council  
**FROM:** Chris Neubecker, Senior Planner  
**DATE:** September 2, 2008  
**SUBJECT:** Joint Meeting with Planning Commission

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The next joint meeting between the Town Council and Planning Commission is scheduled for September 9, 2008, from 6:00 PM – 7:30 PM. Dinner will be served to Planning Commission, Town Council, and Staff.

The Planning Commission and Staff suggest the following topics for the meeting:

1. Planning Commission Top 5 Priorities
2. Town Council Liaison
3. Impacts of a Slowing Economy

We welcome additional ideas for the agenda, recognizing that there is limited time available. Please see the Top 5 Priorities List (separate) for additional information.

Top Five Priority List

Rank	Project Name	Planner	PC Work Sessions	TC Work Sessions	TC Hearings	Notes
#1	Single-Family Home Size Limitations	Julia	10/03/2006, 02/05/08, 08/19/2008	Suggested by TC to move up on list on 6/12/07, 09/11/07		Council supports size and FAR limitations, PC suggests considering TDR approach. Focus on community character. Make sure to address vacating lot lines to build one mega house. (Demolition and redevelopment, like Weisshorn example.)
#2	Landscaping/Weeds/Wildfire Mitigation	Jenn	02/19/08, 03/04/2008, 6/20/06, 8/1/2006	6/27/2006		
#2	Sunsetting Density for Positive Points	Mosh				
#4	Accessory Dwelling Units (added March 26, 2008)					
#5	Affordable Housing Policy (added March 2008)	Mark				
<b>Other Priorities (Next Five?)</b>						
	Historic District Period of Significance		7/6/2006			On Hold: Council/PC leaning towards 50 year rule, but would like to see data on # of buildings affected. There does not appear to be a specific character to be protected, based on staff research.
	Historic Sheds/Bldgs w/o negative points		8/15/2006			Would like to be able to install foundations not meeting setbacks without negative points.
<b>Future Items (Someday)</b>						
	Certified Historic District Contractors					Tim Berry working on draft?? May take a lot of staff time to implement.
	Historic District Period of Significance		7/6/2006			Council/PC leaning towards 50 year rule, but would like to see data on # of buildings affected.
	Parking spaces at short term rentals/big homes					
<b>Completed Items</b>						
	Development permits expiring at CO	Chris N			ADOPTED 10/23/07	Tim Berry working on ordinance. Made part of "Development Code Penalties Ord." First reading planned for 9/25/07.
	Fences and Privacy Gates	Chris N	10/3/06, 10/17/2006, 12/04/2007	10/9/07, 1/8/08, 03/11/08	03/11/08 (1st reading)	PC agrees they don't like private gates, but divided on whether absolute or relative policy. (Will be part of fence policy.) TC work session on 10/9/078 and 1/8/07. PC work session on 12/04/07.
	Water Features	Chris N				
	Statement of Compliance	Chris N				
	Lighting Policy	Julia				
	Development Code Penalties	Chris N				
	Ground Floor Residential Use	Mark	10/03/2006, 02/20/2007, 10/16/07, 12/4/07	04/08/2007, 09/11/2007, 1/8/08, 2/26/08	Residential Use Policy ADOPTED 08/14/2007	Council supports in some form, PC agrees with addressing/suggests bonus basement density. Public Open House held on 02/20/08. Adopted Residential Use Ordinance 23 on August 14, 2007. Still need to consider office uses.
	Solar Panels	Julia	11/07/2006, 02/19/08, 03/18/08, 04/15/2008	05/13/2008, 05/27/2008	ADOPTED 06/10/2008	We have precedent to allow on new buildings in historic district, when not highly visible. Policy adopted June 10, 2008. May still want to consider impact of wind turbines.

Top Five Priority List

	<b>TC List (requires less PC input)</b>				
	Green Buildings	Glen			Has been addressed in the Green Building Codes, rather than Development Code.
	Assign LUGs to Wedge				
	Develop LUGs for Farmer's Korner				
	Amend LUGs for Valley Brook and Block 11	Laurie			
	Sustainability Plan				
	Amend FARs and LUGs on Airport Road				
	Discourage conversion of commercial to residential				
	TDRs for Employee Housing (1:2 ratio?)	Mark			
	Capacity Analysis	Chris K			
	Amend JUBMP targets	Mark			





**TOWN OF BRECKENRIDGE TOWN COUNCIL AGENDA**  
**Tuesday, September 9, 2008 (Regular Meeting); 7:30 p.m.**

<b>I</b>	<b>CALL TO ORDER and ROLL CALL</b>	
<b>II</b>	<b>APPROVAL OF MINUTES – August 26, 2008 Regular Meeting</b>	<b>Page 26</b>
<b>III</b>	<b>APPROVAL OF AGENDA</b>	
<b>IV</b>	<b>COMMUNICATIONS TO COUNCIL</b>	
	A. Citizen’s Comment - (Non-Agenda Items ONLY; 3 minute limit please)	
	B. BRC Director’s Report	
<b>V</b>	<b>CONTINUED BUSINESS</b>	
	<b>A. SECOND READING OF COUNCIL BILL, SERIES 2008 - PUBLIC HEARINGS**</b>	
	<b>1. Council Bill No.36, Series 2008- AN ORDINANCE AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2003 EDITION, CONCERNING THE OPERATION OF SKATEBOARDS WITHIN THE TOWN OF BRECKENRIDGE</b>	<b>Page 33</b>
<b>VI</b>	<b>NEW BUSINESS</b>	
	<b>A. FIRST READING OF COUNCIL BILL, SERIES 2008 –</b>	
	<b>1. Council Bill No.37, Series 2008- AN ORDINANCE PROVIDING FOR AN INCREASE IN THE COMPENSATION PAID TO MEMBERS OF THE BRECKENRIDGE PLANNING COMMISSION</b>	<b>Page 39</b>
	<b>2. Council Bill No.38, Series 2008- AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO</b>	<b>Page 42</b>
	<b>3. Council Bill No.39, Series 2008- AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO BRECKENRIDGE SANITATION DISTRICT</b>	<b>Page 49</b>
	<b>4. Council Bill No.40, Series 2008- AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO CLAIMJUMPER CONDOMINIUM ASSOCIATION, INC.</b>	<b>Page 56</b>
	<b>5. Council Bill No.41, Series 2008- AN ORDINANCE APPROVING A DEED OF DEDICATION FOR THE CUCUMBER GULCH “WEDGE” PARCEL (16.80 acres, more or less)</b>	<b>Page 78</b>
	<b>B. RESOLUTIONS, SERIES 2008-</b>	
	<b>1. A RESOLUTION APPROVING AN EXCHANGE AGREEMENT WITH CHIHUAHUA, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND THE UNITED STATES OF AMERICA, FOREST SERVICE, DEPARTMENT OF AGRICULTURE, CONCERNING THE SNAKE RIVER LAND EXCHANGE</b>	<b>Page 66</b>
	<b>C. OTHER- None</b>	
<b>VII</b>	<b>PLANNING MATTERS</b>	
	A. Planning Commission Decisions of August 19, 2008	<b>Separate</b>
<b>VIII</b>	<b>REPORT OF TOWN MANAGER AND STAFF*</b>	
<b>IX</b>	<b>REPORT OF MAYOR AND COUNCILMEMBERS*</b>	
	A. CAST/MMC (Mayor Warner)	
	B. Breckenridge Open Space Advisory Commission (Mr. Rossi)	
	C. BRC (Mr. Bergeron)	
	D. Summit Combined Housing Authority (Ms. McAtamney)	
	E. Breckenridge Heritage Alliance (Mr. Joyce)	
	F. Peak 6 Task Force (Mr. Rossi)	
<b>X</b>	<b>OTHER MATTERS</b>	
<b>XI</b>	<b>SCHEDULED MEETINGS</b>	<b>Page 82</b>
<b>XII</b>	<b>ADJOURNMENT</b>	

\*Report of Town Manager; Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item

**CALL TO ORDER AND ROLL CALL**

Mayor Warner called the August 26, 2008 Town Council Meeting to order at 7:37 p.m. The following members answered roll call: Mr. Bergeron, Mr. Joyce, Ms. McAtamney, Mr. Mamula, Mr. Millisor, Mr. Rossi, and Mayor Warner.

**APPROVAL OF MINUTES** – August 12, 2008 Regular Meeting

Hearing no changes, Mayor Warner declared the minutes were approved.

**APPROVAL OF AGENDA**

Town Manager. Tim Gagen, had no changes. A revised form of the skateboard ordinance was handed out.

**COMMUNICATIONS TO COUNCIL**

A. Citizens Comment - (Non-Agenda Items ONLY; 3 minute limit please)

- 1.) Mike Raitman- Owns Art on a Whim- Had a petition signed by many business owners in Town Square mall. He read the petition which related to the way events are run in Town. They feel their section of Main Street is left out and that port-a-potties will be horrible for their business.
- 2.) Sally Crocker- responded to Mike's comments with several reasons why expanding the event site has not been done but they are looking at other options and are always willing to keep an open mind and consider businesses needs and concerns.
- 3.) Steve Lapinsohn- Owns Main Street Outlet and North Face- This is the first year their block will be included in Oktoberfest.

B. Ambulance Service- Gary Green- RWB Fire Chief- The Council did receive a letter previous to the meeting. RWB is hoping to sit down with several entities to address the ambulance service concerns and needs. His letter addresses the concerns and looks towards a fire-based EMS system and enhancement of the level of ambulance service. The letter is attached to the end of these minutes along with a "Frequently Asked Questions" sheet that was handed out.

C. Additional Citizens Comment -

- 1.) Ed Downs- Spoke about the Entrada property. Feels that less than 5% of the people in Town know what is going to happen to that property. He has suggested that Town should buy the property from the developers. It would eliminate a lot of issues, such as favoritism to business owners. He suggests that in order to push this forward the Town sit down with the developer and purchase the property.
  - 2.) Rob Neyland- Spoke in regard to a letter that was sent to Council. Mayor Warner commented that they will talk about it under Other Matters. The letter is attached at the end of these minutes.
- D. BRC Director's Report- John McMahon- Asked Council what would be helpful to them. Mayor Warner welcomed him to Breckenridge. Mr. Mamula questioned whether it was necessary for him to come to every meeting. John suggested having him attend one meeting a month.

**CONTINUED BUSINESS**

**A. SECOND READING OF COUNCIL BILLS, SERIES 2008 – PUBLIC HEARINGS**

**1. Council Bill No.34, Series 2008- AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO ROBIN G. THEOBALD**

Mr. Berry explained that, as part of the upcoming closing of the Snake River land exchange, the Town is required to replace certain easements previously granted by the Federal government. This ordinance proposes to replace the current federal easement, connecting the Theobald property and Airport Road, with a Town easement. There were no changes from first reading.

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

Mr. Mamula moved to approve Council Bill No. 34, Series 2008 on second reading. Mr. Rossi made the second. Motion passed 7-0.

**2. Council Bill No.35, Series 2008- AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO ROBIN G. THEOBALD**

Also part of Snake River land exchange, Mr. Berry explained that the Town agreed to convey two small parcels of land to Mr. Theobald. In return, Mr. Theobald will abandon all rights to two mining claims that affect the Claimjumper parcel. There were no comments and the public hearing was closed.

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

Mr. Bergeron moved to approve Council Bill No. 35, Series 2008 on second reading. Mr. Mamula made the second. Motion passed 7-0.

**NEW BUSINESS**

**A. FIRST READING OF COUNCIL BILLS, SERIES 2008**

**1. Council Bill No.36, Series 2008- AN ORDINANCE AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2003 EDITION, CONCERNING THE OPERATION OF SKATEBOARDS WITHIN THE TOWN OF BRECKENRIDGE**

Tim Berry commented that the ordinance would amend the Model Traffic Code to allow for the operation of skateboards on public roadways. There were changes to the ordinance from the work session of which Tim pointed out. All Council members did receive a copy of the revised ordinance.

Ms. McAtamney moved to approve Council Bill No. 36, Series 2008 on first reading. Mr. Joyce made the second. Motion passed 6-1 with Mayor Warner objecting.

**B. RESOLUTIONS, SERIES 2008**

**1. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE SUMMIT COUNTY CITIZEN TEXT MESSAGING SHARED SYSTEM**

Chief Holman commented that the resolution would allow the Town Manager to enter into an IGA with the other Towns, the County, the Fire Departments, and the School District for the purpose of contracting for and paying the costs for a Citizen Text Message Warning System (CTMWS) in Summit County.

Mr. Mamula moved to approve the Resolution, Series 2008. Ms. McAtamney made the second. Motion passed 7-0.

**PLANNING MATTERS**

**• Planning Commission Decisions of August 19, 2008**

With no requests for call up, Mayor Warner stated the Planning Commission decisions of the August 19, 2008 meeting would stand as presented.

**• Report of Planning Commission Liaison**

Eric Mamula commented that he didn't comment much on the 112 N. Main development. He felt the Commission did a great job. He commented that staff had him bring up the "Home Sizes policy". Builders in audience were not supportive. The Commission was.

**REPORT OF TOWN MANAGER AND STAFF**

Town Manager, Tim Gagen, commented that he did send an update on the Nordic Center lease to Council that they should get via email.

**REPORT OF MAYOR AND COUNCILMEMBERS**

**A. Report of Mayor (CAST/MMC)**

Mayor Warner commented that they have a CAST meeting later this week. Mayor Warner asked if there were any topics they wanted him to bring up. Tim Gagen commented that they will probably talk about the economy. Mr. Millisor suggested possibly talking about the labor issue.

**B. Open Space Advisory Commission (Mr. Rossi)**

Mr. Rossi commented that most of the meeting details were covered in the Joint Meeting.

**C. BRC (Mr. Bergeron)**

Mr. Bergeron had nothing to report.

**D. Summit Combined Housing Authority (Ms. McAtamney)**

Ms. McAtamney commented that she has a meeting tomorrow and she will talk to Jenifer about our Annexation Policies.

**E. Breckenridge Heritage Alliance (Mr. Joyce)**

Mr. Joyce commented that they spent a good portion of the meeting talking about Engine #9.

**F. Peak 6 Task Force (Mr. Rossi)**

Mr. Rossi had nothing to report.

**OTHER MATTERS**

Mr. Bergeron commented that he got an email about the pocket park behind the Bunchman building and possibly naming it "Sons of Norway." All Council agreed it was a good idea.

Mr. Rossi commented that he wanted Council to know that Ed Downs, who commented on the Entrada property earlier, owns a storage unit as well so he has a vested financial interest. Mayor Warner commented that Kurt called him and they are supposed to talk tomorrow morning. Mr. Mamula commented that his frustration came when they did not get back with the Council and then he came in to the restaurant and he said they couldn't make it pencil.

Mayor Warner commented on Rob Neyland's idea to have snow sculptures throughout town on sidewalks. Breckenridge Associates will give the money for prizes, etc. They just want permission from the Town to do this on public property. This was done pretty frequently in the 80's. They would like to do it after the Tree Lighting and before the ISSC. The Council was in support of this.

Mayor commented on the Graffiti and Stickers around Town. Chief Holman commented that painting over it sends the message that it is not ok. Letting it go causes them to think they can keep doing it. There is a cost associated with having to paint everything. We need to get the businesses and the community involved. The Council agreed that something needs to be done and that educating the businesses was important. The hope is to get eth community to step up and help us tackle this issue.

Mayor Warner asked Council if they were willing to head in the direction of prohibiting single use bags in Breckenridge.

Mayor Warner questioned what Council thought about giving the Planning Commission members a raise. The Council agreed that it was a good idea.

***ADJOURNMENT***

With no further business to discuss the regular meeting was adjourned at 9:10 p.m.  
Submitted by Alison Kellermann, Administrative Services Manager.

**ATTEST:**

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Mary Jean Loufek, CMC, Town Clerk

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John Warner, Mayor

August 22, 2008

Mayor John Warner & Council  
Town of Breckenridge  
P.O. Box 168  
Breckenridge, CO 80424

Dear Mayor Warner,

As you are aware, the Red, White and Blue Fire District (District) has sought to improve the level of emergency medical services for Breckenridge and the surrounding area for quite some time. Incidents involving sick and injured citizens and guests of our community represent well over 50% of the District's emergency responses. In November of 2007, the District applied to Summit County government (County) for an ambulance license to provide timely and comprehensive emergency medical services to the Upper Blue Valley. Former Mayor Blake and the Council, yourself included, expressed "...strong support..." for our ambulance license application in a letter drafted by Breckenridge Town Manager Tim Gagen. We are very grateful for your continued support along with that of others including the Town of Blue River, Emergency Physician Dr. Peter Vellman, St. Anthony's Flight for Life, and the Summit County Emergency Medical Services Advisory Board. The County currently licenses and manages the only ambulance service provider in the county.

The purpose of this correspondence is to advise you that the subject application remains in a pending status at this time. We have been advised by County staff that their evaluation of the potential impact of another licensed ambulance provider would likely exacerbate the current financially-troubled Summit County Ambulance Service and its ability to serve other parts of the county. The District clearly acknowledges that our enhancement of emergency medical services in the Upper Blue Valley will require service-delivery model modifications by the Summit County Ambulance Service. Given this fact, the District has agreed to keep our ambulance license application in a pending status to allow for discussion and possible collaboration in addressing the modifications previously noted. Such collaboration could possibly improve emergency medical services throughout the county. We intend to encourage a swift, sure and financially viable long-term solution to the growing emergency medical services needs of our community.

Again, we appreciate your continued support and will keep you apprised of further developments in this effort.

Respectfully ,

Gary L. Green  
Fire Chief  
RED, WHITE AND BLUE FIRE DISTRICT

## Proposed Ambulance Services

### Frequently Asked Questions (FAQ)

#### **Historical Perspective**

Since 1976, the Fire District has responded to all medical emergencies in the Breckenridge and Blue River area providing initial comfort and care to sick and injured patients. These citizens and guests then await transport to a clinic or hospital by Summit County Ambulance Service (SCAS). Limited ambulance resources and an increasing service demand countywide has resulted in unacceptable delays in patient transport.

#### **Why is the Red, White & Blue Fire District requesting an ambulance service license?**

The Fire District has submitted an application for ambulance services licensing to better utilize available Fire District emergency medical service (EMS) resources from three strategically located fire stations. This will result in a safer, more efficient and effective response of ambulances within the evolving countywide EMS system.

#### **Why is it so important for the Fire District to operate its own ambulance service?**

With the increasingly busy EMS system in Summit County and growing traffic congestion issues along Highway 9, having ambulances dedicated to the Breckenridge area would provide a more timely and consistent service, significantly increasing the safety and well-being of residents and guests in the Upper Blue Valley. Traumatic and medical emergencies represent the most frequent demand for services countywide.

#### **Is the Fire District prepared to operate an ambulance service?**

YES. The District already has two ambulances certified by the State of Colorado, as well as the necessary equipment and paramedics.

#### **How will an ambulance license affect the care our patients receive?**

A single agency or Fire District response will improve the medical care patients receive by providing a continuity of care. Currently, when firefighter/paramedics arrive on scene, they provide care to the patient until Summit County Ambulance Service arrives. The patient is then passed on and under the care of another paramedic during transport, and then transferred once again to clinic or hospital staff.

Research shows the greatest chance for errors in patient care exist during and after the transferring of patients. Remaining under the care of a dedicated firefighter/paramedic from the first call for help until arrival at the hospital ensures consistent, professional care. In addition, the Fire District receives training, oversight and medical direction from affiliates of St. Anthony Summit Medical Center and Centura Health, further enhancing the continuity of care.

#### **Won't operating an ambulance service potentially keep firefighters from fighting fires?**

NO. In fact, EMS calls now constitute over half of the Fire District's emergency responses and that number continues to increase each year. The Fire District adequately staffs to respond to a variety of other incidents as well, including fires, vehicle accidents and hazardous materials emergencies. The Fire District has been responding to medical emergencies for over 30 years.

#### **How will this service be coordinated with the existing ambulance service?**

The District plans to coordinate services primarily within the District boundaries while also supporting local and regional ambulance service needs as necessary and available. By adding additional ambulances to the system, resources will be more readily available throughout Summit County.

LETTER FROM ROB NEYLAND

Dear Jeffrey, and John, Jennifer, Rob, Dave, Peter, Eric, et al,

Almost 25 years ago I had a conversation on the street corner in front of Kingdom Photo with the town dentist (who later went on in his illustrious career to become Mayor of Breckenridge). Talking about the state of, and the future of our little town, he remarked to me something to the effect that we all have to carry part of the freight in putting Breckenridge on the map, each in our own way. That conversation had a profound and lasting effect on me because it was then I realized that snow sculpture was going to be my piece of the puzzle in making that happen.

One fateful January day in 1986 while we were working on our Ullr Fest “ice sculpture” in front of what is now Café Alpine, a man came up and said, “You guys are pretty good. Have you ever thought about going to the Nationals?” There’s Nationals?, we gasped. “Yes, and Internationals, with big competitions all over the world.” Our minds were blown. We never even guessed that there was a whole global culture of snow artists out there. We knew right then and there that we had to land that for Breckenridge.

Thus began a long journey for Carvin’ Marvin and the Snowflakes that took us to Milwaukee, to Quebec, to Sapporo Japan, to Helsinki Finland, and to Gorky Park in Moscow to establish the credibility of Breckenridge as a worthy snow art venue and gather a list of snow artists and sculptors. We pitched anybody and every organization that would sit still for it, including the Governor’s office. The rest is history. Almost 20 years later, ISSC is one of the signature events on Colorado’s winter calendar, and snowsculpture is indelibly associated with Breckenridge.

But along the way, something precious was lost. Ramping up meant a paradigm shift. Massive, standardized snow blocks. Ski area snow, Public works machinery. Cranes. Forms, Tremendous infrastructure. Lodging, meals, transportation...and a transition to the much more complex subtractive sculptural process by the artists. It immediately outgrew Main Street and became a Big Deal. Joe Blow couldn’t just sign up and do it without a resume.

The zany, and whimsical street art had brought legions of young locals together to try their hand at snow art, many for the first time, in an exuberant celebration of winter and conferring a magical quality to the streets of Breckenridge. Many were humble, some inspired, but it didn’t matter—they were there, lining Main Street to the enduring delight of visitors and townspeople alike. This spontaneous, grass roots community experience was eclipsed by the formal elegance and grandeur of professional teams that converged on Breckenridge from around the world.

On the way to becoming the capitol of Snow Art, we lost touch with being the home of snow art in Colorado.

Breckenridge Associates Real Estate proposes to return that grass roots artform to the streets of Breckenridge. It is our intent to organize, conduct, and underwrite with substantial cash prizes for a locals snow art competition to be held in early December (well separated from ISSC in late January). As a company we have committed \$5,000 for prize money and putting the contest on. The benefits to the community are manifold:

- A) Driving a high exposure event to the low shoulder season between Lighting of Breck and the advent of holiday season.
- B) Provide a real pre-holiday story about Breckenridge for the pre-Xmas/Dew Tour timeframe.
- C) Generate a meaningful venue for civic involvement by the next generations of locals.
- D) Have an incredible display up for the Christmas visitors, most whom have never seen it in person.
- E) Provide an outstanding platform for possible kick-off of the Breck 150 celebration—event could be themed as it was in the “old days”.
- F) Give legs to grass roots events that don’t rely on a handout from the Town.

G) AND return the magic of snow art to the streets of Breckenridge (in time for the holidays!)

Here's the deal:

- 1) We provide the prize money and organize it. Substantial cash prizes will turn out the local talent. No limit on team number or makeup.
- 2) Sculptures can only be placed in designated sites which are all worked out before-hand (I am working with Jennifer Cram on this to determine safe and appropriate sites that do not present traffic or pedestrian conflicts)
- 3) No snow blocks—participants get and pile up their own snow, just like we used to have to. (We did many a trip up onto Boreas Pass with a pickup to do this)
- 4) Sculptures don't occupy parking or sidewalks so they can stay up.
- 5) Structures, props, lights OK...hats and carrots for noses OK!
- 6) Minimal entry fee, maybe \$25 or \$50 to make sure they show up and do it.
- 7) Targeting Friday December 12 as judging deadline so they are up for the week of media run-up to Dew Tour.
- 8) Team Breckenridge of course is not in this contest...our goal is to foster and mentor teams and artists.

We are not asking Council and the Town for money or material to make this happen, just your blessing. We propose to return the torch to the local artistic community that has grown over the years as Breckenridge has grown. There is a great story here, and an opportunity to found yet another great tradition in Breckenridge's shoulder season calendar. It's going to be brilliant—you'll see!

Thanks for your time and consideration,

Rob Neyland aka Carvin' Marvin

Broker/Partner

Breckenridge Associates Real Estate

(970) 453-2200

[Neyland@realtor.com](mailto:Neyland@realtor.com)



**MEMO**

TO: Town Council  
FROM: Town Attorney  
RE: Council Bill No. 36 (Skateboard Ordinance)  
DATE: September 2, 2008 (for September 9<sup>th</sup> meeting)

---

The second reading of the Skateboard Ordinance is scheduled for your meeting on September 9<sup>th</sup>. There are no changes proposed to ordinance from first reading.

I will be happy to discuss this matter with you on Tuesday.

1 **FOR WORKSESSION/SECOND READING – SEPT. 9**

2  
3 **NO CHANGE FROM FIRST READING**

4  
5 COUNCIL BILL NO. 36

6  
7 Series 2008

8  
9 AN ORDINANCE AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2003  
10 EDITION, CONCERNING THE OPERATION OF SKATEBOARDS WITHIN THE TOWN  
11 OF BRECKENRIDGE

12  
13 WHEREAS, Section 42-4-110(1)(b), C.R.S., authorizes local authorities to adopt by  
14 reference a model traffic code embodying the rules of the road and vehicle requirements set forth  
15 in Article 4 of Title 42, C.R.S., and such additional local regulations as are provided for in  
16 Section 42-4-111, C.R.S.; and

17  
18 WHEREAS, in 2003 the Town of Breckenridge adopted (and amended) the Model  
19 Traffic Code For Colorado, 2003 edition, as the Traffic Code for the Town; and

20  
21 WHEREAS, Section 42-4-111(1)(u), C.R.S., provides that nothing in Article 4 of Title  
22 42, C.R.S., prevents local authorities, with respect to streets and highways under their  
23 jurisdiction and within the reasonable exercise of the police power (except streets and highways  
24 that are part of the state highway system), from regulating “persons upon skates, coasters, sleds  
25 or similar devices”; and

26  
27 WHEREAS, the Town Council of the Town of Breckenridge finds, determines, and  
28 declares that a “skateboard” as defined in this ordinance is a device similar to “skates, coasters,  
29 or sleds” within the meaning of Section 42-4-111(1)(u), C.R.S., and, as such, is within the power  
30 of the Town to regulate on Town streets that are not part of the state highway system; and

31  
32 WHEREAS, the Town Council further finds, determines, and declares that the Model  
33 Traffic Code For Colorado, 2003 edition, should be amended to allow the riding of skateboards  
34 within the Town of Breckenridge, subject, however, to the limitations and rules set forth in this  
35 ordinance.

36  
37 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
38 BRECKENRIDGE, COLORADO:

39  
40 Section 1. Section 7-1-2(D) of the Breckenridge Town Code is hereby amended by the  
41 so as to read in its entirety as follows:

42  
43 D. Subsection (9) of Section 109 of Article 1 is hereby amended so as to read in  
44 its entirety as follows:  
45

1 (9) No person shall use the highways for traveling on skis, toboggans, coasting  
2 sleds, skates, in-line skates, or similar devices. It is unlawful for any person to  
3 use any roadway with the Town as a sled or ski course for the purpose of coasting  
4 on sleds, skis, or similar devices. It is also unlawful for any person upon roller  
5 skates, in-line skates, or riding in or by means of any coaster, toy vehicle, or  
6 similar device to go upon any roadway within the Town except while crossing a  
7 highway in a crosswalk, and when so crossing such person shall be granted all of  
8 the rights and shall be subject to all of the duties applicable to pedestrians. This  
9 subsection (9) does not apply to: (i) any public way which is set aside by proper  
10 authority as a play street and which is adequately roped off or otherwise marked  
11 for such purpose, (ii) the riding of in-line skates on sidewalks, or (iii) the riding of  
12 skateboards on roadways, alleys or sidewalks when done in accordance with  
13 Section 109.7 of this Code.  
14

15 Section 2. Section 7-1-2 of the Breckenridge Town Code is hereby amended by the  
16 addition of new subsection E.5, which shall read in its entirety as follows:  
17

18 E.5 Article 1 is hereby amended by the addition of a new Section 109.7 which  
19 shall read in its entirety as follows:  
20

21 109.7 Skateboards.  
22

23 (1) As used in this section:  
24

25 (a) “operator” or “skateboard operator” means a person riding or attempting to  
26 ride a skateboard.  
27

28 (b) “skateboard” mean any object consisting of a relatively flat platform  
29 constructed of any material which is attached to wheels on the underside and  
30 designed to used or operated by standing, sitting, or kneeling on the platform and  
31 allowing or causing the platform to be propelled by the use of hands, feet, or  
32 gravity, but does not include roller skates, bicycles, or any motorized vehicles.  
33

34 (c) “ride” means to use, ride upon, or operate a skateboard.  
35

36 (2) Except as provided in subsection (3), it is lawful for any person ten years of  
37 age or older to ride a skateboard on any roadway, alley, or sidewalk within the  
38 Town if done in accordance with the provisions of this section. No person under  
39 ten years of age shall ride a skateboard on any roadway, alley, or sidewalk within  
40 the Town, except the sidewalks adjacent to Kingdom Park.  
41

42 (3) This section does not apply to the riding of a skateboard upon:  
43

44 (a) any portion of the roadway of Colorado Highway 9 (North Park Avenue and  
45 South Park Avenue) within the Town; and  
46

1 (b) any sidewalk adjacent to Main Street.

2  
3 It is unlawful for any person to ride a skateboard upon any portion of such  
4 roadways or sidewalks.

5  
6 Signs shall be posted adjacent to Colorado Highway 9 at the northerly and  
7 southerly entrances to Town describing the restrictions on skateboarding imposed  
8 by this section. The Town Council determines that such signage will provide  
9 adequate notice of the restrictions imposed by this section, and that no further  
10 signage is required.

11  
12 (4) No person shall ride a skateboard on any roadway, alley, or sidewalk within  
13 the Town in a careless or imprudent manner, without due regard for the width,  
14 grade, curves, corners, traffic, and use of the streets and highways and all other  
15 attendant circumstances.

16  
17 (5) Every person riding a skateboard on any roadway, alley, or sidewalk within  
18 the Town shall do so in compliance with all provisions of this Code that are  
19 applicable to the operation of bicycles, including, but not limited to, Section 1412  
20 Code, except those provisions which by their nature can have no application.

21  
22 (6) Pedestrians have the right of way over skateboards and their use on all  
23 sidewalks within the Town. No person shall ride a skateboard on a sidewalk  
24 within the Town when the sidewalk is being used by pedestrians, or when riding a  
25 skateboard on the sidewalk will create an annoyance or the danger of a collision  
26 between the skateboard or the operator and any pedestrian.

27  
28 (6) No skateboard operator shall leave his or her skateboard standing upon or  
29 within the sidewalks, roadways, or alleys within the Town in a manner that  
30 hinders or impedes pedestrians or vehicular traffic.

31  
32 (8) Any operator riding a skateboard on any roadway, alley, or sidewalk within  
33 the Town between the hours of dusk and dawn shall equip either the skateboard or  
34 the operator with the following reflective devices: (i) a lamp on the front emitting  
35 a white light visible from a distance of at least 500 feet to the front; (ii) a red  
36 reflector of a type approved by the State of Colorado which is visible for at least  
37 600 feet to the rear when directly in front of lawful lower beams of head lamps on  
38 a motor vehicle; and (iii) reflective material of sufficient size and reflectivity to be  
39 visible from both sides for at least 600 feet when directly in front of lawful lower  
40 beams of head lamps on a motor vehicle or, in lieu of such reflective material,  
41 with a lighted lamp visible from both sides from a distance of at least 500 feet. A  
42 skateboard or skateboard operator may be equipped with lights or reflectors in  
43 addition to those required by this subsection.

44  
45 (9) The parent of any child or the guardian of any ward shall not authorize or  
46 knowingly permit any such child or ward to violate any provision of this section.

1  
2 (10) It is an infraction for any person to violate any provision of this section.  
3 Any person admitting liability for, found to be in violation of, or against whom a  
4 default judgment has been entered for any violation of this section shall be fined  
5 as follows:

6  
7 First offense: \$25.00

8 Second offense: \$50.00

9 Third and subsequent offenses: \$75.00

10  
11 (11) In addition to or in lieu of the fine provided for in subsection (10), the  
12 Municipal Judge may prohibit a person who has violated any provision of this  
13 section from operating a skateboard on any roadway, alley, or sidewalk within the  
14 Town for a period of time not to exceed six months. Upon the entry of such an  
15 order, the skateboard used by such person in the violation of this section shall be  
16 impounded by the Chief of Police and retained for the time period that the  
17 operation of such skateboard on the roadways, alleys, and public sidewalks of the  
18 Town is prohibited by the court order.

19  
20 (12) No points shall be assessed against the drivers license of the operator of a  
21 skateboard who is found to be in violation of or against whom a default judgment  
22 has been for any violation of this section.

23  
24 Section 3. The definition of “skateboard” set forth in Subsection 7-1-2(AA)(68.5) is  
25 deleted.

26  
27 Section 4. Except as specifically amended hereby, the Breckenridge Town Code, and the  
28 various secondary codes adopted by reference therein, shall continue in full force and effect.

29  
30 Section 5. The Town Council hereby finds, determines and declares that this ordinance is  
31 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and  
32 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants  
33 thereof.

34  
35 Section 6. The Town Council hereby finds, determines and declares that it has the power  
36 to adopt this ordinance pursuant to: (i); Section 42-4-111(1)(u), C.R.S; (ii) Section 42-4-  
37 110(1)(a), C.R.S.; (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)  
38 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to  
39 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers  
40 contained in the Breckenridge Town Charter.

41  
42 Section 7. In adopting this ordinance the Town Council is relying on, and does not intend  
43 to affect or increase the liability of the Town of Breckenridge under, the Colorado Governmental  
44 Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or to waive or  
45 modify in any way any other limitation, right, immunity, or protection otherwise available to the  
46 Town, its officers, or its employees.

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Section 8. This ordinance is repealed effective September 1, 2009.

Section 9. 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 \_\_\_\_ day of \_\_\_\_\_, 2008. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of \_\_\_\_\_, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By \_\_\_\_\_  
John G. Warner, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jean Loufek, CMC,  
Town Clerk

**MEMO**

TO: Town Council  
FROM: Town Attorney  
RE: Planning Commission Salary Ordinance  
DATE: September 2, 2008 (for September 9<sup>th</sup> meeting)

---

Enclosed is an ordinance to increase the salary of all members of the Planning Commission from \$200 to \$400 per month effective January 1, 2009.

Because the Planning Commission is appointed (and not elected), my research indicates that the salaries of the current members can be raised during their term of office. As a result, this ordinance will apply across the board to all members of the Planning Commission, not just those first appointed after the ordinance becomes effective.

I will be happy to discuss this ordinance with you next Tuesday.

1 ***FOR WORKSESSION/FIRST READING – SEPT. 9***

2  
3 Additions To The Current Breckenridge Town Code Are  
4 Indicated By **Bold + Dbf Underline**; Deletions By ~~Strikeout~~

5  
6 COUNCIL BILL NO. 37

7  
8 Series 2008

9  
10 AN ORDINANCE PROVIDING FOR AN INCREASE IN THE COMPENSATION PAID TO  
11 MEMBERS OF THE BRECKENRIDGE PLANNING COMMISSION

12  
13 WHEREAS, the Breckenridge Planning Commission was created by Section 9.3 of the  
14 Breckenridge Town Charter; and

15  
16 WHEREAS, Section 2-2-9(A) of the Breckenridge Town Code establishes the  
17 compensation to be paid to members of the Town's Planning Commission; and

18  
19 WHEREAS, the Town Council has determined that the compensation to be paid to the  
20 members of the Planning Commission should be increased as hereafter provided; and

21  
22 WHEREAS, there is no restriction against the Town Council increasing the compensation  
23 for current members of the Planning Commission, as well as the compensation of those members of  
24 the Planning Commission appointed on or after the effective date of this ordinance.

25  
26 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
27 BRECKENRIDGE, COLORADO:

28  
29 Section 1. Subsection (A) of Section 2-2-9 of the Breckenridge Town Code is hereby  
30 amended so as to read in its entirety as follows:

31  
32 A. ~~Effective November 1, 1992, e~~Each member of the Planning Commission shall  
33 receive compensation for serving on the Commission at the rate of ~~two~~**four**  
34 thousand ~~four~~ **eight** hundred dollars (\$2,400.00**4,800.00**) annually, payable at the  
35 rate of ~~two~~ **four** hundred dollars (\$200.00**400.00**) per month. **The annual salary of**  
36 **the members of the Planning Commission may be increased or decreased at**  
37 **any time by ordinance duly adopted by the Town Council without regard for**  
38 **the term of appointment of such members.**

39  
40 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the  
41 various secondary codes adopted by reference therein, shall continue in full force and effect.

42  
43 Section 3. The Town Council hereby finds, determines and declares that it has the power to  
44 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of



1 the Colorado Constitution and the powers contained in the Breckenridge Town Charter, including,  
2 but not limited to Section 9.2 (c) of the Breckenridge Town Charter,.  
3

4 Section 4. This ordinance shall be published as provided by Section 5.9 of the Breckenridge  
5 Town Charter, and shall become effective January 1, 2009.  
6

7 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
8 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2008. A Public Hearing shall be held at  
9 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
10 \_\_\_\_\_, 2008, at 7:30 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 John G. Warner, Mayor  
20

21 ATTEST:  
22  
23  
24

25 \_\_\_\_\_  
26 Mary Jean Loufek, CMC,  
27 Town Clerk  
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## MEMO

TO: Town Council

FROM: Town Attorney

RE: Snake River Land Exchange Legislation

DATE: September 2, 2008 (for September 9<sup>th</sup> meeting)

---

Several legislative matters related to the Snake River Land Exchange have been scheduled for your meeting on September 9<sup>th</sup>. They are as follows:

1. Public Service Company Ordinance—PSCo holds a federal special use permit involving the Claimjumper parcels that the Town is to acquire as part of the Land Exchange. As I mentioned in connection with the Theobald easement ordinance that was approved at your last meeting, as part of the Land Exchange the Town is required to replace existing federal special use permits and easements with new Town easements. The proposed ordinance will approve the required replacement easement for PSCo. The legal description of the proposed easement has been prepared by the Town; it creates a “blanket” utility easement over portions of the Claimjumper parcels the Town will acquire in the Land Exchange. The blanket easement will be shared by PSCo and Breckenridge Sanitation District. A blanket easement was necessitated because of the extreme difficulty in locating and surveying the precise location of the individual PSCo and San District underground utility lines. The blanket easement has been reviewed and approved by the Town Engineer. The easement document itself is PSCo’s standard form.

2. Breckenridge Sanitation District Ordinance—this ordinance will approve a new Town easement to replace a portion of the San District’s federal special use permit for portions of the Claimjumper parcels. As noted above, the easement grants a blanket easement to the San District which will be shared with PSCo. The easement document itself is the San District’s standard form.

3. Claimjumper HOA Ordinance—this ordinance will approve a new Town easement to replace the Claimjumper HOA’s existing federal easement for the driveway and water line to the Claimjumper Condominiums. The legal description of the proposed easement incorporates the HOA driveway, as well as a small tract of land running northward toward Robin Theobald’s driveway in which the HOA’s water line is located (and where a replacement water line will soon be installed). The form of the easement is the same as was used for the Theobald easement. It is the Town’s standard easement form, but the normal requirement for the HOA to provide general liability insurance has been deleted since there is no similar requirement in the existing federal easement.

4. Exchange Agreement Resolution—this resolution will approve the formal Exchange Agreement between the Town, Chihuahua, LLC, and the Forest Service. The Exchange Agreement (which is attached to the resolution) formalizes the Agreement To Initiate that the

Council approved back in March of this year. Essentially, the Town will pay \$2,500,000 and will receive the Wedge and Claimjumper parcels totaling approximately 53.29 acres. The Wedge parcel will be dedicated by the Town as perpetual public open space (see below). Chihuahua, LLC will received the “Dercum Dash” parcel containing approximately 21.06 acres, and the Forest Service will receive the “Chihuahua Townsite” containing approximately 42.78 acres.

5. Wedge Deed of Dedication Ordinance—this ordinance formally approves the Deed of Dedication for the Wedge parcel. You will recall that as part of the Land Exchange the Town agrees to protect the Wedge in perpetuity by dedicating it as public open space. In March, the Council reviewed and gave informal approval to the form of the Deed of Dedication. This ordinance will authorize the deed to be executed and recorded at the time of the closing of the Land Exchange.

I will be happy to discuss these legislative items with you next Tuesday.

1                   ***FOR WORKSESSION/FIRST READING – SEPT. 9***

2  
3                                   COUNCIL BILL NO. 38

4  
5   Series 2008

6  
7                   AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC  
8                                   SERVICE COMPANY OF COLORADO

9  
10                   WHEREAS, the Town of Breckenridge anticipates acquiring certain lands from the  
11 United States Department of Agriculture, Forest Service, as part of the Snake River Land  
12 Exchange; and

13  
14                   WHEREAS, in connection with the acquisition of such lands the Town is required to  
15 replace existing easements and special use permits previously granted by the United States  
16 government with Town easements; and

17  
18                   WHEREAS, in connection with the acquisition of such lands it is necessary for the Town  
19 to replace portions of two existing federal special use permits held by Public Service Company  
20 of Colorado with an easement granted by the Town; and

21  
22                   WHEREAS, a proposed Grant of Easement to Public Service Company of Colorado has  
23 been prepared, a copy of which is marked Exhibit “A”, attached hereto and incorporated herein  
24 by reference; and

25  
26                   WHEREAS, the Town Council of the Town of Breckenridge has determined that it  
27 should grant the replacement easement to Public Service Company of Colorado; and

28  
29                   WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,  
30 Section 15.3 of the Breckenridge Town Charter requires that granting of such easement be  
31 authorized by ordinance.

32  
33 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
34 BRECKENRIDGE, COLORADO:

35  
36                   Section 1. The Town Manager is hereby authorized, empowered, and directed to execute  
37 and acknowledge the Grant of Easement to Public Service Company of Colorado, in  
38 substantially the form which is marked Exhibit "A", attached hereto and incorporated herein by  
39 reference. Any information required to complete the easement form shall be inserted into the  
40 document prior to execution, and reviewed and approved by the Town Engineer. The Town  
41 Manager is further authorized, empowered, and directed to deliver such Grant of Easement to  
42 Public Service Company of Colorado at the time of the closing of the Snake River Land  
43 Exchange. Should the Snake River Land Exchange fail to close for any reason, this ordinance  
44 shall be null, void, and of no effect.

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Section 2. The Town Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

Section 3. 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 \_\_\_\_ day of \_\_\_\_\_, 2008. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of \_\_\_\_\_, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By \_\_\_\_\_  
John G. Warner, Mayor

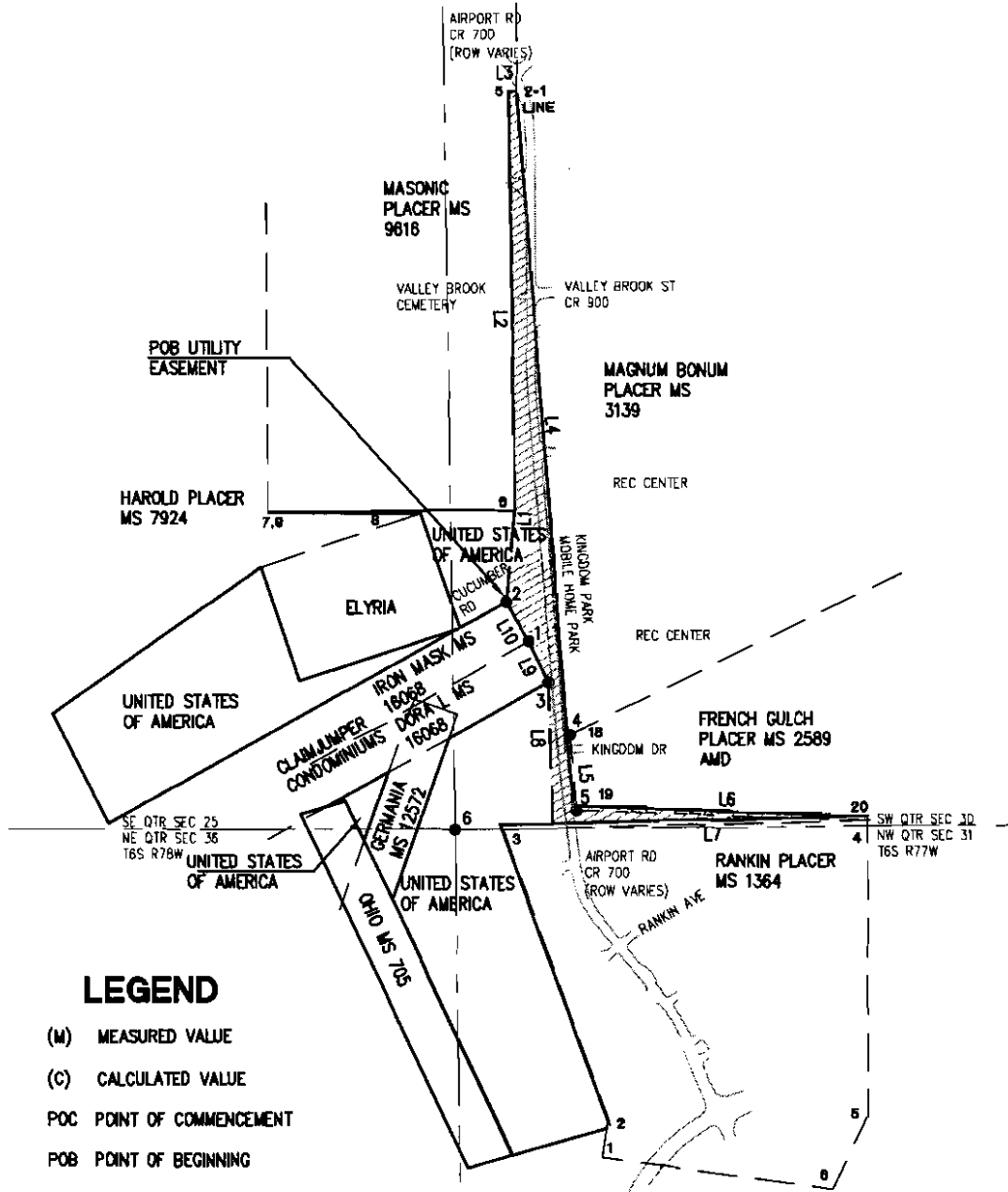
ATTEST:  
  
\_\_\_\_\_  
Mary Jean Loufek, CMC,  
Town Clerk

# AIRPORT RD EASEMENT

LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 30 TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH P.M.,  
COUNTY OF SUMMIT, STATE OF COLORADO

DRAFT 3

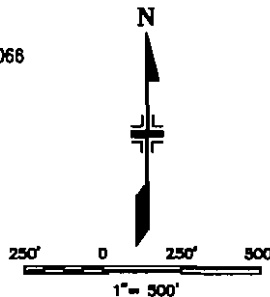
## UTILITY



### LEGEND

- (M) MEASURED VALUE
- (C) CALCULATED VALUE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

- 1 FOUND 1-1/2" COPPERWELD STAMPED "16068 DL/IM 1 S30 1966"
- 2 POC, POB: FOUND 1-1/2" COPPERWELD WEST OF GOVT POST STAMPED "T8S R77W 16068 IRONMASK 2 1976"
- 3 FOUND 1-1/2" COPPERWELD STAMPED "DORA L 2 16068 T8S R77W 1976"
- 4 FOUND 1-1/4" RED PLASTIC CAP STAMPED "12\_\_\_"
- 5 FOUND  $\#$  REBAR
- 6 FOUND 3-1/4" BLM METAL CAP ON PIPE STAMPED "T8S R78W R77W S25|S30 S36|S31 1963"
- 7 MINERAL SURVEY MINING CLAIM CORNER



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N05°32'08"E	302.68'
L2	N00°39'48"W	1378.40'
L3	S89°44'32"E	25.71'
L4	S04°19'47"E	2125.41'
L5	S04°19'47"E	232.12'
L6	S87°57'45"E	961.90'
L7	S88°38'12"W	1028.31'
L8	N01°21'48"W	463.98'
L9	N25°32'00"W	150.53'
L10	N29°40'45"W	150.02'

DRAFT 3



## TETRA TECH

410 S French Street, P.O. Box 1659,  
Breckenridge CO 80424 TEL 970 453-6394  
Fax 970 453-4579

DRAWN BY: LJB	CHECKED BY: LJB
SCALE: 1"=500'	DATE: AUGUST 21, 2008
P:\PROJECTS\0371_014_85.02_BLOCK 11 CJ AIRPORT RD\CJ SAN EASEMENTS.DWG	
PROJECT #: 0371_014_85.02_Easements	

## UTILITY EASEMENT

### UTILITY EASEMENT

AN EASEMENT, OVER AND ACROSS LAND LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 30 TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH P.M. COUNTY OF SUMMIT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 2 OF IRON MASK MINING CLAIM MINERAL SURVEY NO. 16068 FROM WHICH CORNER NUMBER 1 OF SAID IRON MASK MINING CLAIM BEARS AN ASSIGNED BEARING OF S29°40'45"E, A DISTANCE OF 150.02 FEET, SAID POINT BEING THE POINT OF BEGINNING OF THIS UTILITY EASEMENT DESCRIPTION;  
THENCE N05°32'08"E, A DISTANCE OF 302.68 FEET TO CORNER NUMBER 6 OF MASONIC PLACER MINERAL SURVEY 9616;  
THENCE ALONG THE 6-5 LINE OF SAID MASONIC PLACER MINERAL SURVEY N00°39'48"W, A DISTANCE OF 1378.40 FEET TO CORNER NUMBER 5 OF SAID MASONIC PLACER MINERAL SURVEY;  
THENCE S89°44'32"E, A DISTANCE OF 25.71 FEET TO THE 2-1 LINE OF MAGNUM BONUM PLACER MINERAL SURVEY NO. 3139;  
THENCE ALONG SAID MAGNUM BONUM PLACER 2-1 LINE S04°19'47"E, A DISTANCE OF 2125.41 FEET TO CORNER NUMBER 1 OF SAID MAGNUM BONUM PLACER AND ALSO CORNER NUMBER 18 OF FRENCH GULCH PLACER MINERAL SURVEY 2589 AMD;  
THENCE ALONG THE 18-19 LINE OF SAID FRENCH GULCH PLACER S04°19'47"E, A DISTANCE OF 232.12 FEET TO CORNER 19 OF SAID FRENCH GULCH PLACER;  
THENCE ALONG THE 19-20 LINE OF SAID FRENCH GULCH PLACER S87°57'45"E, A DISTANCE OF 961.90 FEET TO CORNER NUMBER 20 OF SAID FRENCH GULCH PLACER AND ALSO CORNER NUMBER 4 OF RANKIN PLACER MINERAL SURVEY 1364;  
THENCE ALONG THE 4-3 LINE OF SAID RANKIN PLACER S88°38'12"W, A DISTANCE OF 1028.31 FEET;  
THENCE DEPARTING SAID RANKIN PLACER N01°21'48"W, A DISTANCE OF 463.98 FEET TO CORNER NUMBER 2 OF DORA L MINING CLAIM MINERAL SURVEY NO. 16068;  
THENCE ALONG THE 2 - 1 LINE OF SAID DORA L MINING CLAIM N25°32'00"W, A DISTANCE OF 150.53 FEET TO CORNER NUMBER 1 OF SAID IRON MASK MINING CLAIM;  
THENCE ALONG THE 1 - 2 LINE OF SAID IRON MASK MINING CLAIM N29°40'45"W, A DISTANCE OF 150.02 FEET TO THE POINT OF BEGINNING, SAID UTILITY EASEMENT DESCRIPTION CONTAINS 220,783 SQ. FT. OR 5.07 ACRES MORE OR LESS.

### SURVEYOR'S CERTIFICATE:

I, LAWRENCE J. BUCAR, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE LAND SURVEY INFORMATION SHOWN HEREON IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: \_\_\_\_\_

\_\_\_\_\_  
LAWRENCE J. BUCAR, PLS 35595  
FOR AND ON BEHALF OF TETRA TECH

DIVISION  
LOCATION

ROW AGENT  
DESCRIPTION AUTHOR  
AUTHOR ADDRESS

DOC. NO. \_\_\_\_\_  
PLAT/GRID NO.  
WO/JO/CREG NO.

## PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1225-17<sup>th</sup> Street, Denver, Colorado, 80202-5533, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in the SW ¼ of Section 30, Township 6 South, Range 77 West of the 6th Principal Meridian in the Town of Breckenridge County of Summit, State of Colorado, the easement being described as follows:

**See the attached Exhibits "A" and "B", which are incorporated herein by reference**

The easement is of varying width as described on Exhibit "A" and as depicted on Exhibit "B". The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Type or print name below each signature line with official title if corporation, partnership, etc.):

**GRANTOR:** TOWN OF BRECKENRIDGE, a  
Colorado municipal corporation

By: Timothy J. Gagen, Town Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO,                      )  
  )ss.  
COUNTY OF SUMMIT                     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Timothy J. Gagen, Town Manager of the Town of Breckenridge, a Colorado municipal corporation.

Witness my hand and official seal.

My commission Expires \_\_\_\_\_ Notary Public



1                   ***FOR WORKSESSION/FIRST READING – SEPT. 9***

2  
3                                   COUNCIL BILL NO. 39

4  
5   Series 2008

6  
7                   AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO  
8                                   BRECKENRIDGE SANITATION DISTRICT

9  
10                   WHEREAS, the Town of Breckenridge anticipates acquiring certain lands from the  
11 United States Department of Agriculture, Forest Service, as part of the Snake River Land  
12 Exchange; and

13  
14                   WHEREAS, in connection with the acquisition of such lands the Town is required to  
15 replace existing easements and special use permits previously granted by the United States  
16 government with Town easements; and

17  
18                   WHEREAS, in connection with the acquisition of such lands it is necessary for the Town  
19 to replace portions of an existing federal special use permit held by Breckenridge Sanitation  
20 District with an easement granted by the Town; and

21  
22                   WHEREAS, a proposed Grant of Easement to Breckenridge Sanitation District has been  
23 prepared, a copy of which is marked Exhibit “A”, attached hereto and incorporated herein by  
24 reference; and

25  
26                   WHEREAS, the Town Council of the Town of Breckenridge has determined that it  
27 should grant the replacement easement to Breckenridge Sanitation District; and

28  
29                   WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,  
30 Section 15.3 of the Breckenridge Town Charter requires that granting of such easement be  
31 authorized by ordinance.

32  
33 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
34 BRECKENRIDGE, COLORADO:

35  
36                   Section 1. The Town Manager is hereby authorized, empowered, and directed to execute  
37 and acknowledge the Grant of Easement to Breckenridge Sanitation District, in substantially the  
38 form which is marked Exhibit "A", attached hereto and incorporated herein by reference. Any  
39 information required to complete the easement form shall be inserted into the document prior to  
40 execution, and reviewed and approved by the Town Engineer. The Town Manager is further  
41 authorized, empowered, and directed to deliver such Grant of Easement to Breckenridge  
42 Sanitation District at the time of the closing of the Snake River Land Exchange. Should the  
43 Snake River Land Exchange fail to close for any reason, this ordinance shall be null, void, and of  
44 no effect.

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Section 2. The Town Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

Section 3. 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 \_\_\_\_ day of \_\_\_\_\_, 2008. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of \_\_\_\_\_, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By \_\_\_\_\_  
John G. Warner, Mayor

ATTEST:  
  
\_\_\_\_\_  
Mary Jean Loufek, CMC,  
Town Clerk

## GRANT OF EASEMENT

This Grant of Easement (hereinafter "Easement Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Town of Breckenridge, a Colorado municipal corporation, P.O. Box 168, Breckenridge, CO 80424 (hereinafter "GRANTOR") and the Breckenridge Sanitation District, P.O. Box 1216, Breckenridge, CO 80424 (hereinafter "DISTRICT").

WHEREAS, DISTRICT is a duly organized sanitation district existing under and by virtue of the laws of the State of Colorado authorized to, *inter alia*, acquire easements in real property necessary to the functions or the operation of the DISTRICT; and

WHEREAS, GRANTOR represents and warrants that GRANTOR is the owner of the real property described as a portion of the SW ¼ of Section 30, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M., Summit County, Colorado (hereinafter "Property"); and

WHEREAS, DISTRICT desires, and GRANTOR is willing to grant, a perpetual, non-exclusive easement appurtenant on, over, under, and across the Property in order to facilitate the construction, operation, and maintenance of wastewater collection facilities, and appurtenances.

NOW THEREFORE, in consideration of the payment to GRANTOR of \$10.00, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed; GRANTOR hereby grants, bargains, sells, and conveys to DISTRICT, its successors and assigns, in perpetuity, a non-exclusive easement appurtenant on, over, under and across the Property (hereinafter "Easement") for the construction, installation, operation, maintenance, alteration, reconstruction, inspection, improvement, removal, cleaning and repair of wastewater collection facilities and appurtenances, said Easement being more particularly described in Exhibit A and depicted in Exhibit B attached hereto, together with:

- (a) the right of ingress to and egress from such wastewater collection facilities on, over, under, and across the Easement; and
- (b) all the rights and privileges necessary or convenient for the full enjoyment of the above-mentioned purposes.

DISTRICT shall exercise the rights herein granted to it with due care, and all damage to the Easement occurring hereunder or resulting from the failure of DISTRICT to exercise due care shall be paid for or repaired at the expense of DISTRICT.

GRANTOR reserves the right and privilege to use the Easement for all purposes other than: (a) those purposes or uses that are granted to DISTRICT herein, (b) those purposes or uses that might interfere with or be inconsistent with the purposes and uses granted to DISTRICT herein, or (c) those purposes or uses that might be detrimental to DISTRICT's use of the Easement or granted herein. GRANTOR specifically agrees that, within the Easement, GRANTOR shall not: (a) erect or construct any building, structure, or other obstruction, (b) drill or operate any well, or (c) diminish or substantially add to the ground cover.

GRANTOR acknowledges that nothing contained herein, either explicitly or implicitly, shall be construed as an implied right to use the DISTRICT's facilities within the Easement, or as a reservation of wastewater collection or treatment capacity for GRANTOR.

GRANTOR does hereby covenant and agree that this grant of easement shall attach to and run with the Property and shall be binding not only upon GRANTOR, but also upon GRANTOR'S successors and assigns and any other persons or entities which hereafter acquire an ownership or leasehold interest in all or a portion of the Property in the future.

GRANTOR warrants herein that: GRANTOR is well seized of the Property in good, perfect, absolute, and indefeasible estate of inheritance, in fee simple; GRANTOR has good right, and full and lawful power and authority to grant, bargain, sell and convey the Easement to DISTRICT, its successors and assigns; the existing mortgagees of the Property, if any, have no objections to this grant of easement; and the quiet peaceable use of the Easement by DISTRICT, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said GRANTOR shall and will warrant and forever defend.

SIGNED AND DELIVERED on the date first above written.

GRANTOR

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: \_\_\_\_\_ Timothy J. Gagen, Town Manager

ATTEST:

\_\_\_\_\_  
Mary Jean Loufek, CMC, Town Clerk

STATE OF \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Timothy J. Gagen, Town Clerk, and Mary Jean Loufek, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation, the GRANTOR herein.

---

Notary Public

My Commission Expires:

---

## UTILITY EASEMENT

### UTILITY EASEMENT

AN EASEMENT, OVER AND ACROSS LAND LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 30 TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH P.M. COUNTY OF SUMMIT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 2 OF IRON MASK MINING CLAIM MINERAL SURVEY NO. 16068 FROM WHICH CORNER NUMBER 1 OF SAID IRON MASK MINING CLAIM BEARS AN ASSIGNED BEARING OF S29°40'45"E, A DISTANCE OF 150.02 FEET, SAID POINT BEING THE POINT OF BEGINNING OF THIS UTILITY EASEMENT DESCRIPTION;  
THENCE N05°32'08"E, A DISTANCE OF 302.68 FEET TO CORNER NUMBER 6 OF MASONIC PLACER MINERAL SURVEY 9616;  
THENCE ALONG THE 6-5 LINE OF SAID MASONIC PLACER MINERAL SURVEY N00°39'48"W, A DISTANCE OF 1378.40 FEET TO CORNER NUMBER 5 OF SAID MASONIC PLACER MINERAL SURVEY;  
THENCE S89°44'32"E, A DISTANCE OF 25.71 FEET TO THE 2-1 LINE OF MAGNUM BONUM PLACER MINERAL SURVEY NO. 3139;  
THENCE ALONG SAID MAGNUM BONUM PLACER 2-1 LINE S04°19'47"E, A DISTANCE OF 2125.41 FEET TO CORNER NUMBER 1 OF SAID MAGNUM BONUM PLACER AND ALSO CORNER NUMBER 18 OF FRENCH GULCH PLACER MINERAL SURVEY 2589 AMD;  
THENCE ALONG THE 18-19 LINE OF SAID FRENCH GULCH PLACER S04°19'47"E, A DISTANCE OF 232.12 FEET TO CORNER 19 OF SAID FRENCH GULCH PLACER;  
THENCE ALONG THE 19-20 LINE OF SAID FRENCH GULCH PLACER S87°57'45"E, A DISTANCE OF 961.90 FEET TO CORNER NUMBER 20 OF SAID FRENCH GULCH PLACER AND ALSO CORNER NUMBER 4 OF RANKIN PLACER MINERAL SURVEY 1364;  
THENCE ALONG THE 4-3 LINE OF SAID RANKIN PLACER S88°38'12"W, A DISTANCE OF 1028.31 FEET;  
THENCE DEPARTING SAID RANKIN PLACER N01°21'48"W, A DISTANCE OF 463.98 FEET TO CORNER NUMBER 2 OF DORA L MINING CLAIM MINERAL SURVEY NO. 16068;  
THENCE ALONG THE 2 - 1 LINE OF SAID DORA L MINING CLAIM N25°32'00"W, A DISTANCE OF 150.53 FEET TO CORNER NUMBER 1 OF SAID IRON MASK MINING CLAIM;  
THENCE ALONG THE 1 - 2 LINE OF SAID IRON MASK MINING CLAIM N29°40'45"W, A DISTANCE OF 150.02 FEET TO THE POINT OF BEGINNING, SAID UTILITY EASEMENT DESCRIPTION CONTAINS 220,783 SQ. FT. OR 5.07 ACRES MORE OR LESS.

### SURVEYOR'S CERTIFICATE:

I, LAWRENCE J. BUCAR, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE LAND SURVEY INFORMATION SHOWN HEREON IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: \_\_\_\_\_

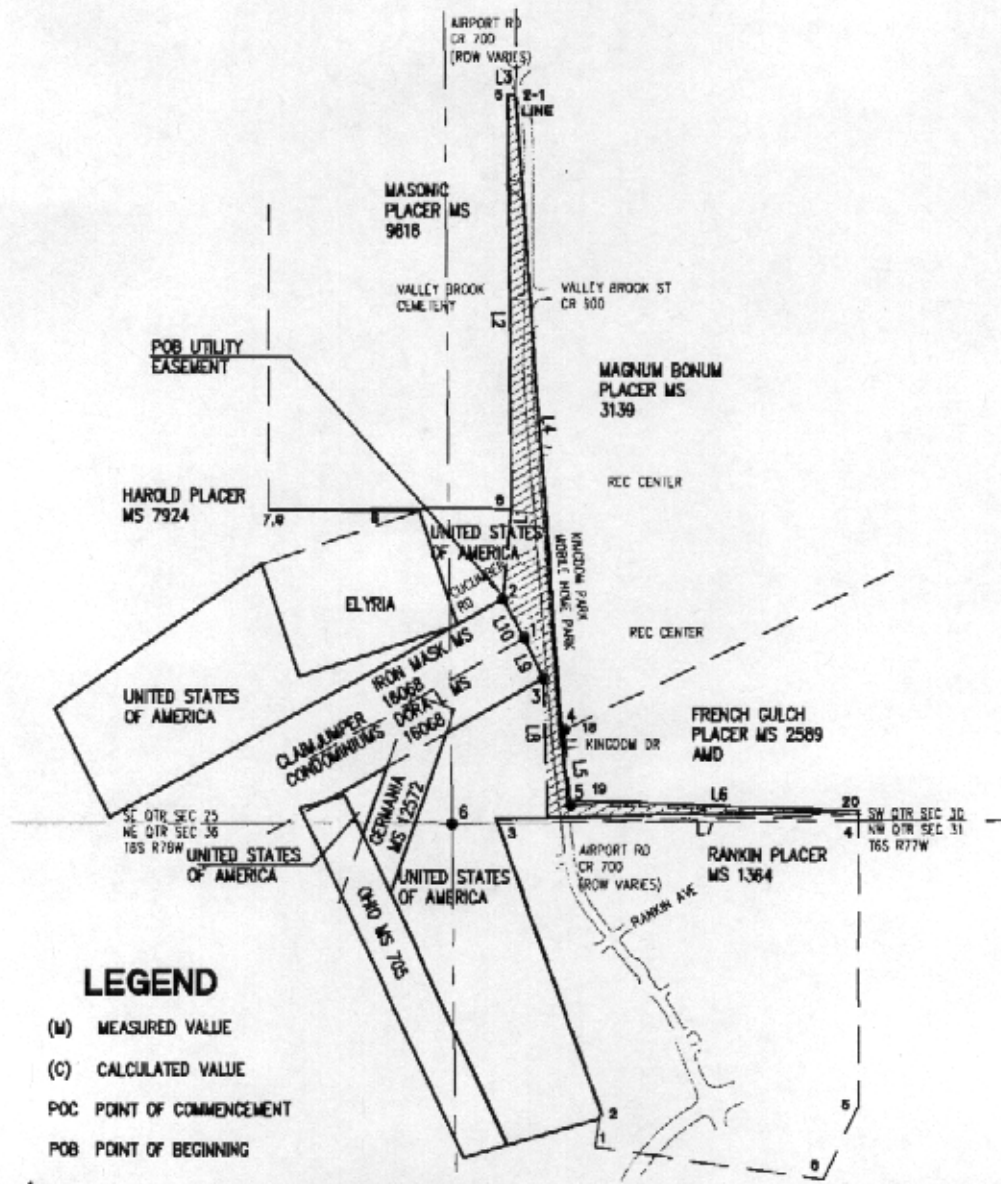
\_\_\_\_\_  
LAWRENCE J. BUCAR, PLS 35595  
FOR AND ON BEHALF OF TETRA TECH

# AIRPORT RD EASEMENT

LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 30 TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH P.M.,  
COUNTY OF SUMMIT, STATE OF COLORADO

DRAFT 3

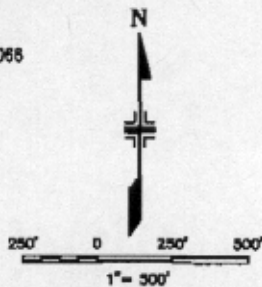
## UTILITY



### LEGEND

- (M) MEASURED VALUE
- (C) CALCULATED VALUE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

- 1 FOUND 1-1/2" COPPERWELD STAMPED "18068 DL/M 1 S30 1968"
- 2 POC, POB: FOUND 1-1/2" COPPERWELD WEST OF GOVT POST STAMPED "T8S R77W 18068 IRONMASK 2 1978"
- 3 FOUND 1-1/2" COPPERWELD STAMPED "DORA L 2 18068 T8S R77W 1978"
- 4 FOUND 1-1/4" RED PLASTIC CAP STAMPED "12..."
- 5 FOUND #5 REBAR
- 6 FOUND 3-1/4" BLM METAL CAP ON PIPE STAMPED "T8S R78W R77W S25[S30 S36[S31 1963"
- 7 MINERAL SURVEY MINING CLAIM CORNER



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N05°32'08"E	302.68'
L2	N00°39'48"W	1378.40'
L3	S89°44'32"E	25.71'
L4	S04°19'47"E	2125.41'
L5	S04°19'47"E	232.12'
L6	S87°57'45"E	961.90'
L7	S88°38'12"W	1028.31'
L8	N01°21'48"W	483.98'
L9	N25°32'00"W	150.53'
L10	N29°40'45"W	150.02'

DRAFT 3



### TETRA TECH

410 S French Street, P.O. Box 1659,  
Breckenridge CO 80424 TEL 970 453-6394  
Fax 970 453-4579

DRAWN BY: LJB	CHECKED BY: LJB
SCALE: 1"=500'	DATE: AUGUST 21, 2008
P:\PROJECTS\0371_014_85.02_BLOCK 11 DJ AIRPORT RD\CU SAN EASEMENTS.DWG	
PROJECT #: 0371_014_85.02_Easements	

# Exhibit B

1 **FOR WORKSESSION/FIRST READING – SEPT. 9**

2  
3 COUNCIL BILL NO. 40

4  
5 Series 2008

6  
7 AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO  
8 CLAIMJUMPER CONDOMINIUM ASSOCIATION, INC.  
9

10 WHEREAS, the Town of Breckenridge anticipates acquiring certain lands from the  
11 United States Department of Agriculture, Forest Service, as part of the Snake River Land  
12 Exchange; and  
13

14 WHEREAS, in connection with the acquisition of such lands the Town is required to  
15 replace existing easements and special use permits previously granted by the United States  
16 government with Town easements; and  
17

18 WHEREAS, in connection with the acquisition of such lands it is necessary for the Town  
19 to replace an existing federal easement owned by Claimjumper Condominium Association, Inc.  
20 with an easement granted by the Town; and  
21

22 WHEREAS, a proposed Grant of Easement to Claimjumper Condominium Association,  
23 Inc. has been prepared, a copy of which is marked Exhibit "A", attached hereto and incorporated  
24 herein by reference; and  
25

26 WHEREAS, the Town Council of the Town of Breckenridge has determined that it  
27 should grant the replacement easement to Claimjumper Condominium Association, Inc.; and  
28

29 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,  
30 Section 15.3 of the Breckenridge Town Charter requires that granting of such easement be  
31 authorized by ordinance.  
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
34 BRECKENRIDGE, COLORADO:  
35

36 Section 1. The Town Manager is hereby authorized, empowered, and directed to execute  
37 and acknowledge the Grant of Easement to Claimjumper Condominium Association, Inc., in  
38 substantially the form which is marked Exhibit "A", attached hereto and incorporated herein by  
39 reference. The Town Manager is further authorized, empowered and directed to deliver such  
40 Grant of Easement to Claimjumper Condominium Association, Inc. at the time of the closing of  
41 the Snake River Land Exchange. Should the Snake River Land Exchange fail to close for any  
42 reason, this ordinance shall be null, void, and of no effect.  
43

44 Section 2. The Town Council hereby finds, determines and declares that it has the power  
45 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article  
46 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.



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Section 3. 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 \_\_\_\_ day of \_\_\_\_\_, 2008. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of \_\_\_\_\_, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By \_\_\_\_\_  
John G. Warner, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jean Loufek, CMC,  
Town Clerk

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("**Grant**") is dated \_\_\_\_\_, 2008 and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, whose address is P. O. Box 168, Breckenridge, Colorado 80424 ("**Town**") and CLAIMJUMPER CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation, whose address is P.O. Box 3789, Breckenridge, CO 80424 ("**Association**").

WITNESSETH THAT:

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grant, agreements, covenants and restrictions are made:

1. Recitals. The following recitals of fact are a material part of this instrument:

A. Town is the owner of a tract of land described as follows and hereafter referred to as "**Parcel 1**":

Lot 46, Section 30, Township 6 South, Range 77 West of the 6<sup>th</sup> Principal Meridian, Summit County, Colorado

B. Association is the owner of a tract of land described as follows and hereafter referred to as "**Parcel 2**":

The common elements of Claimjumper Condominium as shown on the plat recorded June 29, 2007 under Reception No. 860064 of the records of the Clerk and Recorder of Summit County, Colorado.

C. Town wishes to grant and Association wishes to receive an easement below, over, under, upon, in, across and through that portion of Parcel 1 that is hereafter described.

D. Pursuant to this Grant, Parcel 1 is the real property burdened by the easement herein granted, and Parcel 2 is the real property benefited by the easement herein granted.

2. Grant Of Easement. The Town hereby grants to Association, its successors and assigns, as an easement appurtenant to Parcel 2, a perpetual, non-exclusive easement for the purposes stated in Paragraph 3, below, over, under, upon, in, across and through the following portion of Parcel 1:

See the attached **Exhibit "A"**, which is incorporated herein reference.

**("Easement Premises")**.

The Easement Premises are depicted on the attached **Exhibit "B"**, which is incorporated herein by reference.

3. Use Of Easement Premises. The easement granted by Paragraph 2 may be used by Association only as follows:

- (a) to provide pedestrian and vehicular ingress and egress for: (a) the Association, its members, officers, directors, managers, licensees, invitees, contractors, successors, and assigns, and (b) the individual owners of units at the Claimjumper Condominium, and their guests, tenants, contractors, successors, and assigns, to and from Parcel 2 and Airport Road, a public street in the Town of Breckenridge, County of Summit and State of Colorado; and
- (b) for the location, operation and maintenance of underground water, sewer, electric, gas, telephone, internet, cable television, and other utility transmission lines for use in connection with Association's improvements located on Parcel 2.

4. Town's Use Of Easement Premises. Town shall have the right to use and occupy the Easement Premises for any purpose not inconsistent with Association's full and complete enjoyment of the rights hereby granted.

5. Improvements. Association shall construct upon the Easement Premises, at its sole cost, any and all improvements necessary or desirable in order to make the Easement Premises useable for the stated purposes. Association shall indemnify and hold Town harmless from all costs (including Town's reasonable attorney's fees) arising out of the construction of improvements to the Easement Premises.

6. Maintenance, Repair and Replace Of Easement Premises. Association shall provide, at its sole cost, such maintenance, upkeep, repair, and replacement as shall be required with respect to the Easement Premises. Association shall further provide at its sole cost any required snow and ice removal for the Easement Premises.

7. Non-Waiver Of Governmental Immunity. The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Grant, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or an other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law or limitation otherwise available to Town, its officers, or its employees.

8. Association's Duty Of Care. Association shall exercise the rights herein granted to it with due care.

9. Indemnification. To the fullest extent permitted by law, Association shall indemnify, and defend the Town from all claims, demands, judgments and causes of action (including Town's reasonable attorney's fees) arising from the use of the Easement Premises by: (a) the Association, its members, officers, directors, managers, licensees, invitees, contractors, successors, and assigns, and (b) the individual owners of units at the Claimjumper Condominium, and their guests, tenants, contractors, successors, and assigns, and (c) other persons permitted by Association or an individual owner of a unit at the Claimjumper

Condominium to use the Easement Premises; provided, however, Association shall have no obligation under this Paragraph with respect to any claim, demand, judgment or cause of action to the extent caused by the negligence or intentional wrongful act of Town, its agents, employees, officers, contractors, licensees, lessees, successors, or assigns. The obligations of this Paragraph shall survive the termination of this Grant.

10. Default; Right To Cure. If either party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Grant, then the non-defaulting party shall notify the defaulting party in writing of the nature of such default. Within 20 days following receipt of such notice the defaulting party shall correct such default; or, in the event of a default not capable of being corrected within 20 days, the defaulting party shall commence correcting the default within 20 days of receipt of notification thereof and thereafter correct the default with due diligence. If the defaulting party fails to correct the default as provided above, the non-defaulting party, without further notice, shall have the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction, and permanent injunction to obtain such performance. Any equitable relief provided for in this Paragraph may be sought singly or in combination with such legal remedies as the non-defaulting party may be entitled to under the laws of the State of Colorado.

11. Notice. The Town's and the Association's initial addresses are as set forth in the introductory paragraph of this Grant. Either party may lodge written notice of change of address with the other. All notices shall be sent by U.S. mail, certified, return receipt requested, to the addresses provide for in this Paragraph or, if either Town or Association no longer their respective parcels, then a notice intended for the subsequent owner(s) of such parcel may be sent to the address to which tax bills for such parcel are sent by the Summit County, Colorado Treasurer. Any notice shall be deemed given and received when placed in the mail. The affidavit of the person depositing the notice in the U.S. Post Office receptacle shall be evidence of such mailing.

12. Non-Use Of Easement Premises. Non-use or limited use of the easement herein granted shall not prevent Association from thereafter making use of such easement to the full extent herein authorized.

13. Construction. The rule of strict construction does not apply to this Grant. This Grant shall be given a reasonable construction so that the intention of the parties to confer to Association a usable easement for the stated purposes is carried out.

14. Applicable Law. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado.

15. Termination Of Covenant Liability. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates.

16. Release Of Easement. Association may terminate this instrument by recording a release in recordable form with directions for delivery of same to Town at its last address given pursuant hereto whereupon all rights, duties, and liabilities hereby created shall terminate.

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

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

19. Waiver. The failure of either party to exercise any of its rights under this Grant shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights.

20. Terminology. Wherever applicable, the pronouns in this Grant designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Grant, the singular shall include the plural, and the plural shall include the singular.

21. Entire Agreement. This Grant constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this Grant.

22. Running Of Benefits And Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the successors, assigns, and tenants of the parties hereto.

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Timothy J. Gagen, Town Manager

ATTEST:

\_\_\_\_\_  
Mary Jean Loufek, CMC, Town Clerk

CLAIMJUMPER CONDOMINIUM  
ASSOCIATION, INC., a Colorado nonprofit  
corporation

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Its Secretary

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Timothy J. Gagen, Town Manager, and Mary Jean Loufek, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

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

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

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008, by \_\_\_\_\_, as  
President, and \_\_\_\_\_, as Secretary, of Claimjumper  
Condominium Association, Inc., a Colorado nonprofit corporation.

WITNESS my hand and official seal.

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

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

**CLAIMJUMPER ACCESS AND UTILITY EASEMENT**

AN EASEMENT, OVER AND ACROSS LAND LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 30 TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH P.M. COUNTY OF SUMMIT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 2 OF IRON MASK MINING CLAIM MINERAL SURVEY NO. 16068 FROM WHICH CORNER NUMBER 1 OF SAID IRON MASK MINING CLAIM BEARS AN ASSIGNED BEARING OF S29°40'45"E, A DISTANCE OF 150.02 FEET, SAID POINT BEING THE POINT OF BEGINNING OF THIS ACCESS AND UTILITY EASEMENT DESCRIPTION; THENCE N85°40'13"E, A DISTANCE OF 126.69 FEET TO THE WESTERLY EXISTING BACK OF CURB OF AIRPORT RD  
THENCE ALONG SAID AIRPORT RD WESTERLY BACK OF CURB S05°04'43"E, A DISTANCE OF 275.94 FEET;  
THENCE DEPARTING SAID AIRPORT RD WESTERLY BACK OF CURB S85°40'13"W, A DISTANCE OF 11.63 FEET TO CORNER NUMBER 2 OF DORA L MINING CLAIM MINERAL SURVEY NO. 16068;  
THENCE ALONG THE 2-1 LINE OF SAID DORA L MINING CLAIM N25°32'00"W, A DISTANCE OF 150.53 FEET TO CORNER NUMBER 1 OF SAID IRON MASK MINING CLAIM;  
THENCE ALONG THE 1-2 LINE OF SAID IRON MASK MINING CLAIM N29°40'45"W, A DISTANCE OF 150.02 FEET TO THE POINT OF BEGINNING, SAID ACCESS AND UTILITY EASEMENT DESCRIPTION CONTAINS 18,266 SQ. FT. OR 0.42 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, LAWRENCE J. BUCAR, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE LAND SURVEY INFORMATION SHOWN HEREON IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: \_\_\_\_\_

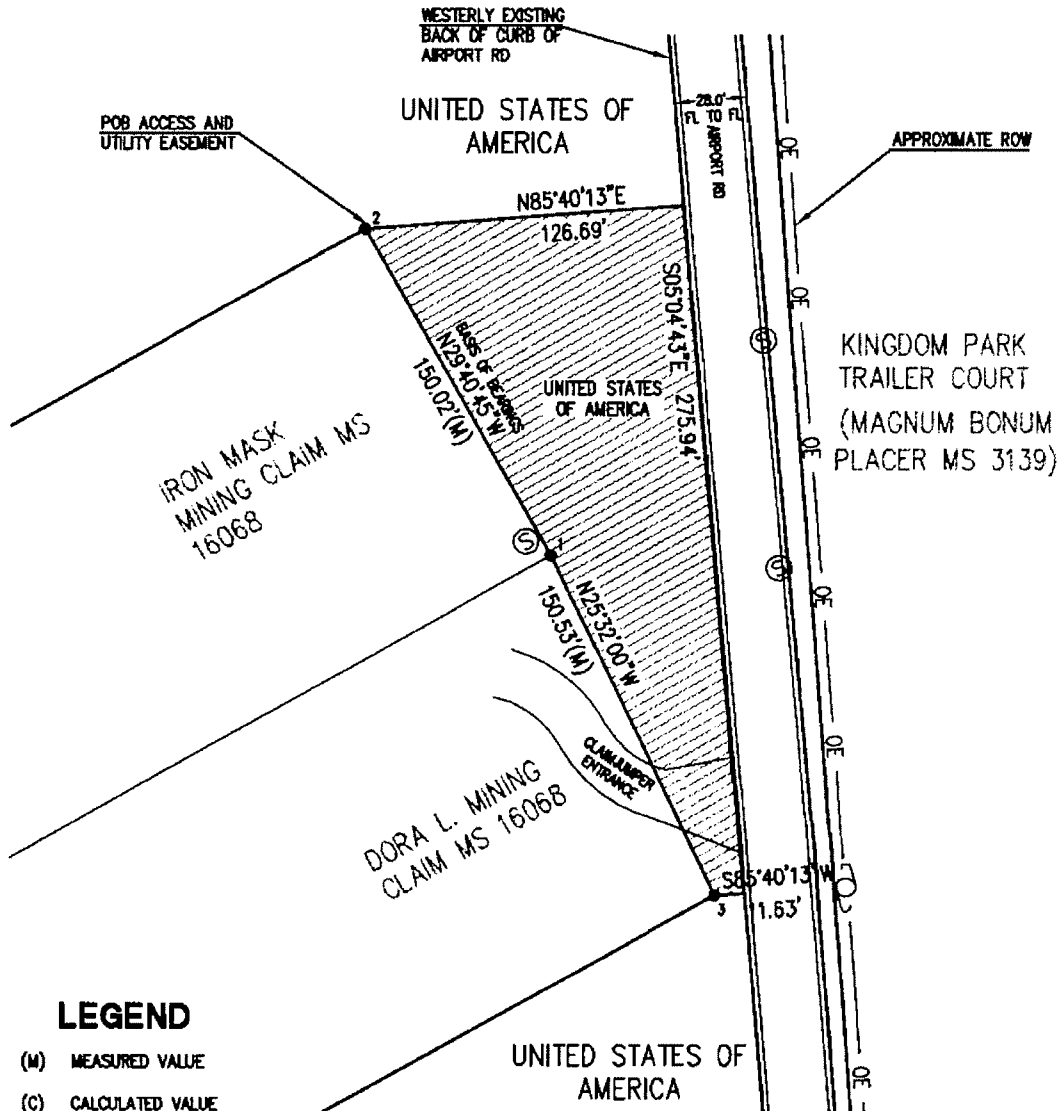
\_\_\_\_\_  
LAWRENCE J. BUCAR, PLS 35595  
FOR AND ON BEHALF OF TETRA TECH



ok

### CLAIMJUMPER ACCESS AND UTILITY EASEMENT

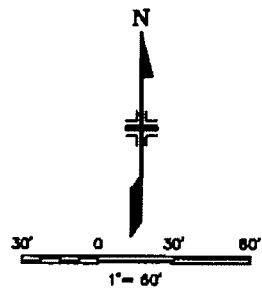
LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 30 TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH P.M.  
COUNTY OF SUMMIT, STATE OF COLORADO DRAFT 3



### LEGEND

- (M) MEASURED VALUE
- (C) CALCULATED VALUE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

- ① POC, POB: FOUND 1-1/2" COPPERWELD WEST OF GOV'T POST STAMPED "T6S R77W 16068 IRONMASK 2 1978"
- ② FOUND 1-1/2" COPPERWELD STAMPED "16068 DL/M 1 S30 1968"
- ③ FOUND 1-1/2" COPPERWELD STAMPED "DORA L 2 16068 T6S R77W 1978"
- ⊕ SANITARY SEWER MANHOLE
- ⊙ POWER POLE



—OE— OVERHEAD ELECTRIC

DRAFT 3



## TETRA TECH

410 S French Street, P.O. Box 1659,  
Breckenridge CO 80424 TEL 970 453-6394  
Fax 970 453-4579

DRAWN BY: LJB	CHECKED BY: LJB
SCALE: 1"=60'	DATE: AUGUST 21, 2008
P:\PROJECTS\0371_014_85.02_BLOCK 11 CJ AIRPORT RD\CJ UTIL EASEMENTS8.DWG	
PROJECT #: 0371_014_85_02_Easements	

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1 **FOR WORKSESSION/ADOPTION – SEPT. 9**

2  
3 A RESOLUTION

4  
5 SERIES 2008

6  
7 A RESOLUTION APPROVING AN EXCHANGE AGREEMENT WITH CHIHUAHUA, LLC,  
8 A COLORADO LIMITED LIABILITY COMPANY, AND THE UNITED STATES OF  
9 AMERICA, FOREST SERVICE, DEPARTMENT OF AGRICULTURE, CONCERNING THE  
10 SNAKE RIVER LAND EXCHANGE  
11

12 WHEREAS, the Town, Chihuahua, LLC, a Colorado limited liability company  
13 (“Chihuahua”), and the Forest Service, United States Department of Agriculture (“USFS”) are  
14 parties to an Agreement to Initiate (the “ATI”) a land exchange (commonly known as the “Snake  
15 River Land Exchange”) involving various properties in Summit County, Colorado (the  
16 “Exchange”); and

17 WHEREAS, the ATI requires the parties to enter into a formal Exchange Agreement if  
18 the Exchange is to close as contemplated by the ATI; and

19 WHEREAS, a proposed Exchange Agreement between the Town, Chihuahua, and the  
20 USFS concerning the Exchange has been prepared, a copy of which is marked Exhibit “A”,  
21 attached hereto and incorporated herein by reference; and

22 WHEREAS, the Town Council of the Town of Breckenridge has reviewed the proposed  
23 Agreement, and finds and determines that it would be in the best interests of the Town and its  
24 residents for the Town to enter into the proposed Agreement; and  
25

26 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a  
27 resolution may be used to approve a contract.  
28

29 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF  
30 BRECKENRIDGE, COLORADO, as follows:  
31

32 Section 1. The Exchange Agreement between the Town, Chihuahua, LLC, a Colorado  
33 limited liability company, and the United States of America, acting by and through the Forest  
34 Service, Department of Agriculture (Exhibit "A" hereto) is approved; and the Town Manager is  
35 hereby authorized, empowered and directed to execute such Agreement for and on behalf of the  
36 Town of Breckenridge.  
37

38 Section 2. This resolution shall become effective upon its adoption.  
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40 RESOLUTION APPROVED AND ADOPTED this \_\_\_ day of \_\_\_, 2008.  
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42



**EXCHANGE AGREEMENT**

OMB No. 0596-0105

This Exchange Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 between Chihuahua, LLC, a Colorado limited liability company, whose address is P.O. Box 1884, 56 River Run Road #204, Dillon, Colorado, 80435, and the Town of Breckenridge, a Colorado Municipal Corporation, whose address is P.O. Box 168, Breckenridge, Colorado 80424, hereinafter referred to as the non-Federal party, acting by and through Western Land Group, Inc., a Colorado corporation, whose address is 1760 High Street, Denver, Colorado 80218, their agent, and the United States of America, acting by and through the Forest Service, Department of Agriculture, in consideration of the appraisals by the parties hereto of the land or interest in land herein described and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby severally agree as follows:

WITNESSETH:

Pursuant to the *General Exchange Act of March 20, 1922* (42 Stat. 465, as amended; 16 U.S.C. 485, 486), the *Federal Land Policy and Management Act of October 21, 1976* (43 U.S.C. 1716, 1717), and the *Federal Land Exchange Facilitation Act of August 20, 1988* (102 Stat. 1086; 43 U.S.C. 1716), the non-Federal party does hereby agree to convey to the United States of America the real property described in Schedule A, attached hereto and made a part hereof. In exchange therefore, the United States of America agrees to convey to the non-Federal party by Patent issued by the Secretary of Interior, the real property described in Schedule B, attached hereto and made a part hereof. The agreed to values for this exchange are:

Property of the non-Federal party: \$  
Property of the United States: \$

First, the non-Federal party agrees to convey by Warranty Deed in accordance with Department of Justice Standards when requested by the Forest Service, the lands or interest in lands described in Schedule A to the United States of America and its assigns, together with necessary documents required to convey good title, free from all encumbrances except those set forth in Schedule A.

Second, the non-Federal party agrees to deliver all necessary documents to the Forest Supervisor, White River National Forest, who will act as escrow holder or in the alternative to Land America Title Company with offices at 520 S. French Street/P.O. Box 5499, Breckenridge, Colorado 80424, who shall act as escrow holder.

Third, the non-Federal party agrees to furnish title evidence on the real property described in Schedule A in a form satisfactory to the Office of the General Counsel of the United States Department of Agriculture.

Fourth, the non-Federal party agrees to bear the cost of any survey necessary to properly describe and locate the real property described in Schedule A.

Fifth, Chihuahua, LLC agrees to donate the difference in value between the real property described in Schedule A and the real property described in Schedule B to the United States.

When title is acceptable to the Forest Service, the United States of America agrees to convey by Patent the real property described in Schedule B, subject to any encumbrances noted therein.

The United States of America agrees to bear the cost of any survey necessary to properly describe and locate the real property described in Schedule B.

Both parties agree not to do, or suffer others to do, any act by which the value of the real property which is the subject of the exchange agreement may be diminished or further encumbered. In the event any such loss or damage occurs from any cause, including acts of God, to the real property described in Schedules A and B, prior to execution of deed or issuance of Patent, either party may refuse without liability to complete the exchange.

Each party to this exchange agreement is responsible to provide the other documentation of the existence or non-existence of storage of hazardous substances stored on their respective lands for one (1) year or more or disposed of or released on said lands. If evidence of hazardous substances are found, either party may refuse without liability, to complete the exchange (see Attachment A).

This agreement will be terminated in the event that either party cannot convey good and sufficient title to the real property agreed to be exchanged.

This agreement is legally binding on all parties, subject to the terms and conditions herein and may only be amended or terminated by mutual consent.

No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise there from unless it is made with a corporation for its general benefit (18 U.S.C. 431, 433).

IN WITNESS WHEREOF, the non-Federal party and the Director of Physical Resources, Region 2, acting for and on behalf of the Forest Service, USDA, have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008

NON-FEDERAL PARTY:

By: \_\_\_\_\_  
Chihuahua, LLC

By: \_\_\_\_\_  
Town of Breckenridge

AUTHORIZED OFFICER:

FOREST SERVICE  
U.S. DEPARTMENT OF  
AGRICULTURE

By: \_\_\_\_\_

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0105. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

ACKNOWLEDGMENT

State of Colorado )  
 ) SS:  
County of Summit )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me,  
\_\_\_\_\_, a Notary Public in and for said State, personally appeared  
Gary J. Miller, as Manager of Chihuahua LLC, a Colorado limited liability corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

My Commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

State of Colorado )  
 ) SS:  
County of Summit )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me,  
\_\_\_\_\_, a Notary Public in and for said State, personally appeared  
Timothy J. Gagen, Town Manager of the Town of Breckenridge, Colorado, a Colorado  
Municipal Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

My Commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

State of Colorado )  
 ) SS:  
County of Jefferson )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me,  
\_\_\_\_\_, a Notary Public in and for said State, personally appeared  
Randy Karstaedt, Director of Physical Resources, Region 2, acting for and on behalf of the  
Forest Service, USDA,.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

My Commission expires: \_\_\_\_\_

## SCHEDULE A

Lands, interest in lands, that Chihuahua, LLC will convey to the United States of America:

Fee title to the following lands in Sixth Principal Meridian, Summit County, Colorado:

The Foster Millsite (M.S. No. 954) according to Mineral Entry Patent Number 17650, recorded in Book 285 at Page 820, The Chihuahua Placer (M.S. No. 952) according to Mineral Entry Patent Number 4361, recorded in Book 23 at Page 519; The Aldrich Millsite (M.S. No. 951) according to Mineral Entry Patent Number 4785, recorded in Book 285 at Page 815, The Fifth of July Millsite (M.S. No. 1069B) according to Mineral Entry Patent Number 5530, recorded in Book 242 at Page 380, and The Ruby Silver Millsite (M.S. No. 960B) according to Mineral Entry Patent Number 4859, recorded at Reception No. 501348 and all located in Section 24, Township 5 South, Range 76 West and Section 19, Township 5 South, Range 75 West of the Sixth Principal Meridian, Summit County, Colorado.

Containing 42.78 acres, more or less.

Subject to:

Reservations: None

Outstanding Rights:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.  
*(Note: The non-Federal Party shall execute a lien affidavit at closing to cause the removal of this exception from the title policy.)*
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

Note: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his



ore; and (2) right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded in Book 23 at Page 519, U.S. Patent recorded in Book 242 at Page 380, U.S. Patent recorded in Book 285 at Pages 815 and 820 and U.S. Patent recorded October 18, 1995 at Reception No. 501348.

7. Terms, agreements, provisions, conditions and obligations as contained in Grant of Easement to the Public Service Company of Colorado. recorded November 30, 1976 at Reception No. 161000.
8. Archive Plat of The Town of Chihuahua recorded September 19, 1995 at Reception No. 499327 and matters as shown thereon.
9. Terms, agreements, provisions, conditions and obligations as contained in Incorporation into the Town of Chihuahua recorded October 18, 1995 at Reception No. 501349.  
*(Note: The Town of Chihuahua will be abandoned administratively by the Colorado Secretary of State after closing, at no expense to the Forest Service. At closing, the non-Federal Party shall obtain the agreement of the title company to delete this exception from the title policy upon completion of the abandonment process.)*
10. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded October 30, 2001 at Reception No. 666864.  
*(Note: This exception references a restrictive covenant on the property between Chihuahua LLC and the Board of County Commissioners of Summit County, Colorado. By its terms, the covenant will terminate automatically if the property is transferred to the Forest Service. A mechanism is also provided for recording a Statement of Termination to document the termination of the covenant. The non-Federal Party shall cause a Statement of Termination to be recorded at closing such that this exception will be deleted from the title policy issued to the United States.)*
11. Plat of a Portion of The Town of Chihuahua recorded October 30, 2001 at Reception No. 666865 and matters as shown thereon.  
*(Note: Pursuant to an agreement between Chihuahua LLC and the Board of County Commissioners of Summit County, Colorado, a mechanism is provided for recording a Revocation of Plat to document the revocation of this plat. The non-Federal Party shall cause a Revocation of Plat to be recorded at closing such that this exception will be deleted from the title policy issued to the United States.)*
12. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-13 recorded June 22, 2004 at Reception No. 759561, Resolution No. 04-58 recorded July 30, 2004 at Reception No. 762923 and Resolution No. 04-20 recorded October 26, 2004 at Reception No. 773023.
13. Limited access to and from the site of Land herein described.

14. Any and all Lands that are designated Wetlands by the Appropriate Governmental Agency.
15.
  - (1) Any Rights in favor of the Public which may exist on said land or portions thereof are or were at any time used by the Public.
  - (2) Rights and Easements for Navigation and Fishery which may exist over that Portion of said land lying beneath the waters of the Snake River and Chihuahua Creek.

SCHEDULE B

**Lands, interest in lands, that the United States will convey to Chihuahua, LLC:**

Fee title to the following lands in Sixth Principal Meridian, Summit County, Colorado:

**Parcel 1 (Dercum Dash)**

Township 5 South, Range 76 West, 6th P.M., Summit County, CO

Section 19: Lots 34, 35, and the N1/2SW1/4SW1/4NE1/4

Containing 21.06 acres, more or less.

Subject to:

Reservations:

1. Reserving to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).

Outstanding Rights: None.

Other: None.

**Lands, interest in lands, that the United States will convey to the Town of Breckenridge:**

**Parcel 2 (Claimjumper)**

Township 6 South, Range 77 West, 6<sup>th</sup> P.M., Summit County, CO

Section 30: Lot 46, 47 and 49 (9.29 acres)

Section 31: Lot 27 (7.23 acres)

Township 6 South, Range 78 West, 6<sup>th</sup> P.M., Summit County, CO

Section 25: Lot 8 (1.67 acres)

Lot 17 (1.12 acres)

Lot 18 (14.18 acres)

Lot 19 (0.51 acres)

Section 36: Lot 10 (2.49 acres)

Containing 36.49 acres, more or less.

**Parcel 3 (Cucumber Gulch Wedge)**

Township 6 South, Range 78 West, 6<sup>th</sup> P.M., Summit County, CO

Section 36: Lot 36 (16.77 acres)

Lot 37 (0.01 acres)

Lot 38 (0.02 acres)

Containing 16.80 acres, more or less.

Subject to:

Reservations:

1. Reserving to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).

Outstanding Rights: None.

Other: None.

ATTACHMENT A

Environmental Quality Provision

In the event it is discovered, before the United States has recorded the deed which conveys the subject property to the United States, that the subject property (property to the United States) is contaminated, including but not limited to contamination resulting from solid wastes, hazardous wastes or substances, pollutants or contaminants, or other regulated substances, or that the subject property is in a condition which would constitute a violation of any applicable federal, State, or local laws or regulations relating to the protection of health, safety, or the environment, the United States may, at its sole election and without incurring any liabilities or obligations arising there from, either:

- 1) Declare this Exchange Agreement to be null and void; or
- 2) Adjust the acreage and description of the subject property (property to be conveyed to the United States) thereby excluding from the conveyance those portions of the parcel which are affected by the newly discovered contamination or condition. Correspondingly, the consideration to be given by the United States, as set forth under this Exchange Agreement shall be adjusted accordingly to reflect the adjustment concerning the subject property to be conveyed to the United States.

All representatives, warranties, obligations and rights set forth herein shall survive the closing and not merge with the deed such that they are binding and enforceable even after the deed has been conveyed to the United States, but only until the United States has recorded the deed which conveys the subject property to the United States.

1                                   **FOR WORKSESSION/FIRST READING – SEPT. 9**

2  
3                                   COUNCIL BILL NO. 41

4  
5                                   Series 2008

6  
7                   AN ORDINANCE APPROVING A DEED OF DEDICATION FOR THE CUCUMBER  
8                                   GULCH “WEDGE” PARCEL  
9                                   (16.80 acres, more or less)

10  
11                   WHEREAS, the Town of Breckenridge is a participant in the Snake River Land  
12 Exchange; and

13  
14                   WHEREAS, as part of the Snake River Land Exchange the Town will acquire a parcel of  
15 land located adjacent to the Town’s Cucumber Gulch preserve consisting of approximately 16.80  
16 acres of land, commonly known as the “Wedge” parcel; and

17  
18                   WHEREAS, the Wedge parcel includes land that is highly valuable to the Town and its  
19 citizens because of its unique and highly sensitive environmental qualities; and

20  
21                   WHEREAS, as part of the Snake River Land Exchange the Town has agreed to protect  
22 the Wedge parcel by dedicating it to the general public as perpetual open space; and

23  
24                   WHEREAS, a proposed Deed of Dedication for the Wedge parcel has been prepared, a  
25 copy of which is marked Exhibit “A”, attached hereto, and incorporated herein by reference; and

26  
27                   WHEREAS, the Town Council has reviewed the proposed Deed of Dedication and finds  
28 and determines that its approval is necessary and appropriate in order to properly protect the  
29 Wedge parcel so that it may be enjoyed by future generations; and

30  
31                   WHEREAS, Section 15.3 of the Breckenridge Town Charter requires that the Deed of  
32 Dedication to be authorized by ordinance.

33  
34 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
35 BRECKENRIDGE, COLORADO:

36  
37                   Section 1. The Mayor is authorized, empowered, and directed to execute and  
38 acknowledge the Deed of Dedication for the Wedge parcel in substantially the form which is  
39 attached hereto as Exhibit "A". The Deed of Dedication shall be recorded with the Clerk and  
40 Recorder of Summit County, Colorado at the time of the closing of the Snake River Land  
41 Exchange. Should the Snake River Land Exchange fail to close for any reason, this ordinance  
42 shall be null, void, and of no effect, and the Deed of Dedication shall not be recorded.

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44                   Section 2. The Town Council hereby finds, determines and declares that it has the power  
45 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article  
46 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

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Section 3. 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 \_\_\_\_ day of \_\_\_\_\_, 2008. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of \_\_\_\_\_, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By \_\_\_\_\_  
John G. Warner, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jean Loufek, CMC,  
Town Clerk

DEED OF DEDICATION

This Deed of Dedication is dated \_\_\_\_\_, 2008.

The TOWN OF BRECKENRIDGE, Colorado municipal corporation, whose address is P. O. Box 168, Breckenridge, CO 80424 ("Town"), as the owner in fee simple absolute of the following described real property situate in the Town of Breckenridge, County of Summit and State of Colorado:

Lots 36, 37, and 38, Section 36, Township 6 South, Range 78 West of the 6<sup>th</sup> P.M.

(the "Dedicated Land")

hereby dedicates the Dedicated Land to the perpetual benefit of the public for use only as public open space as hereafter defined in this deed.

As used in this deed, the term "public open space" means that the Dedicated Property shall be left in its natural and undisturbed state; provided, however, that it shall not be a violation of this deed for the Town to construct trails and other areas to facilitate and support active and passive recreational activities, including, but not limited to, Nordic skiing, hiking, walking, jogging, sightseeing, fishing and similar non-motorized recreational activities.

If any person authorized by law to enforce the provisions of this deed believes that the Town has violated the limitations on the use of the Dedicated Property provided for in this deed, such person must provide the Town with written notice describing the nature of the alleged violation. No action to enforce the provisions of this deed may be commenced if the Town cures the alleged violation within sixty (60) days of receipt of the written notice or, in the event of a violation not capable of being corrected within sixty (60) days of Town's receipt of the written notice, if the Town commences correcting the violation within sixty (60) days of receipt the written notice of violation and thereafter corrects the violation with due diligence. Town acknowledges that any uncured violation of the limitations on the use of the Dedicated Property would cause irreparable harm to the public. Accordingly, the Town agrees that if the Town violates the limitations on the use of the Dedicated Property as provided in this deed and fails or refuses to cure such violation within the 60-day cure period described above, any person authorized by law to do so may seek appropriate equitable relief in the District Court of Summit County, Colorado in order to enforce the terms and conditions of this deed.

This deed is authorized by Ordinance No. \_\_\_\_, Series 2008, adopted by the Town Council of the Town of Breckenridge on September 23, 2008.



TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By: \_\_\_\_\_  
John G. Warner, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jean Loufek, CMC,  
Town Clerk

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by John G. Warner, Mayor, and Mary Jean Loufek, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

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

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



**Scheduled Meetings, Important Dates and Events**

**Shading indicates Council 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. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge.*

**September 2008**

Tuesday, September 9	First Meeting of the Month
September 12-14	Oktoberfest
Tuesday, September 23	Second Meeting of the Month

**October 2008**

Tuesday, October 14; Noon	Budget Retreat Begins at Noon
Tuesday, October 14; 7:30	NO WORK SESSION; Evening Meeting
Tuesday, October 28	Second Meeting of the Month

**OTHER MEETINGS**

2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of the Month; 7:00pm	Planning Commission; Council Chambers
1 <sup>st</sup> Wednesday of the Month; 4:00pm	Public Art Commission; 3 <sup>rd</sup> floor Conf Room
2 <sup>nd</sup> Thursday of the Month; 3:00pm	BEDAC; 3 <sup>rd</sup> floor Conf Room
2 <sup>nd</sup> Monday of the Month; 5:30pm	BOSAC; Council Chambers
2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of the Month; 1:30pm	Board of County Commissioners; County
3 <sup>rd</sup> Thursday of the Month; 7:00pm	Red White and Blue; Main Fire Station
2 <sup>nd</sup> Thursday of the Month; 5:30pm	Sanitation District;
Last Wednesday of the Month; 8am	Breckenridge Resort Chamber; BRC Offices
4 <sup>th</sup> Wednesday of the Month; 9am	Summit Combined Housing Authority;
2 <sup>nd</sup> Wednesday of the Month; 12 pm	Breckenridge Heritage Alliance; Gaymon Cabin

Other Meetings: CAST, CML, NWCCOG, RRR, QQ, I-70 Coalition