



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, June 10, 2014; 7:30 PM

Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
II	APPROVAL OF MINUTES - MAY 27, 2014	3
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)	
	B. RED, WHITE AND BLUE FIRE DISTRICT UPDATE	
	C. GOBRECK UPDATE	
V	CONTINUED BUSINESS	
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	3. COUNCIL BILL NO. 17, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK/LANDMARK SITE UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 1, Iowa Hill Subdivision)	16
	4. COUNCIL BILL NO. 18, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lots 4 & 5, Block 1, Stiles Addition)	19
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VI	NEW BUSINESS	
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	B. RESOLUTIONS, SERIES 2014	
	C. OTHER	

*Report of the 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.

VII	PLANNING MATTERS	
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	B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MS. LAWRENCE)	
	C. GOBRECK (MS. WOLFE)	
	D. ATTAINABLE HOUSING AND CHILDCARE COMMITTEE (MS. GIGLIELLO, MR. BREWER, MR. GALLAGHER)	
	E. BRECKENRIDGE HERITAGE ALLIANCE (MS. GIGLIELLO)	
	F. WATER TASK FORCE (MR. GALLAGHER)	
	G. CULTURAL ARTS ADVISORY COMMITTEE (MR. GALLAGHER AND MS. WOLFE)	
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*Report of the 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.

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CALL TO ORDER, ROLL CALL

Mayor Warner called the meeting of May 27, 2014 to order at 7:36 pm. The following members answered roll call: Mr. Gallagher, Mr. Brewer, Ms. Lawrence, Mr. Burke, Ms. Wolfe, Ms. Gigliello and Mayor Warner.

APPROVAL OF MINUTES - MAY 13, 2014

With no changes or corrections to the meeting minutes of May 13th, 2014, Mayor Warner declared they would stand approved as submitted.

APPROVAL OF AGENDA

Mr. Gagen stated there were no changes to the agenda.

COMMUNICATIONS TO COUNCIL

A. Citizen's Comment - (Non-Agenda Items ONLY: 3-minute limit please)

Mayor Warner opened Citizen's Comment. There were no comments and Citizen's Comment was closed.

B. Breckenridge Ski Resort Update

Ms. Pat Campbell, COO of Breckenridge Ski Resort, stated the Resort is two weeks away from opening the summer season and will see some limitations due to snow. They are currently monitoring the runoff from the snowpack. Ms. Campbell stated several projects are moving forward, including improvements to the Colorado Chair. Also, Vail Resorts has undergone some organizational changes. Kieran Cane will oversee marketing for the resorts in Colorado and Utah, and Tim Estes from Keystone will oversee Breckenridge Hospitality. Ms. Campbell stated the gondola opens on Friday, June 13th.

CONTINUED BUSINESS

A. Second Reading of Council Bills, Series 2014 - Public Hearings

1. COUNCIL BILL NO. 13, SERIES 2014 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A/ VERIZON WIRELESS (VAW) LLC (Red, White and Blue Fire Protection District – North Fire Station Property)

Mayor Warner read the title into the minutes. Mr. Berry stated this ordinance would authorize the Town to enter into a development agreement with Verizon, and there are no changes from the first reading. Mayor Warner opened the public hearing.

Mr. Jeff Shearer, representing Verizon Wireless, introduced himself and stated he was available for questions. When Mr. Brewer asked about a letter Council had received opposing the tower from Ms. Mary Pepen (included in meeting minutes packet), Mr. Shearer stated he can't speak to the concern about electromagnetic radiation, and Mr. Berry clarified that local government can only make sure the regulations are adhered to, and nothing more. There were no additional comments and the public hearing was closed.

Mr. Brewer moved to approve COUNCIL BILL NO. 13, SERIES 2014 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A/ VERIZON WIRELESS (VAW) LLC (Red, White and Blue Fire Protection District – North Fire Station Property). Mr. Burke seconded the motion.

The motion passed 7-0.

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2. COUNCIL BILL NO. 14, SERIES 2014 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A/ VERIZON WIRELESS (VAW) LLC (Kingdom Park Ball Field; 880 Airport Road)

Mayor Warner read the title into the minutes. Mr. Berry stated this is the second ordinance for a development agreement with Verizon at Kingdom Park ball fields, and there is one amendment to the ordinance from the first reading, which was an address change for the location of the site (written in error on first reading) to 880 Airport Road. Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.

Ms. Lawrence moved to approve COUNCIL BILL NO. 14, SERIES 2014 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A/ VERIZON WIRELESS (VAW) LLC (Kingdom Park Ball Field; 880 Airport Road). Mr. Gallagher seconded the motion. The motion passed 7-0.

NEW BUSINESS

A. First Reading of Council Bills, Series 2014

1. COUNCIL BILL NO. 15, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Unsubdivided, Valleybrook Cemetery, Parcel Two of Annexation Plat if Valley Brook Street/Masonic Placer AKA 13.33 acres TR 6-78 Sec 25 Qtr 4 AKA VALLEY BROOK CEMETERY MASONIC PLACER MW 9616 IN 25-6-78 CONT 13.33 acres)

Mayor Warner read the title into the minutes. Mr. Berry stated this ordinance, as well as the three following ordinances, designate government-owned properties as historic landmarks, and it is staffs' understanding that Council would like to see Town's properties landmarked.

Ms. Wolfe moved to approve COUNCIL BILL NO. 15, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Unsubdivided, Valleybrook Cemetery, Parcel Two of Annexation Plat if Valley Brook Street/Masonic Placer AKA 13.33 acres TR 6-78 Sec 25 Qtr 4 AKA VALLEY BROOK CEMETERY MASONIC PLACER MW 9616 IN 25-6-78 CONT 13.33 acres). Mr. Brewer seconded the motion. The motion passed 7-0.

2. COUNCIL BILL NO. 16, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 19, Snider Addition)

Mayor Warner read the title into the minutes. Mr. Berry stated the same explanation applies for this property owned by the Red, White and Blue Fire Protection District. Planning Commission also recommends approval of this ordinance.

Ms. Gigliello moved to approve COUNCIL BILL NO. 16, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 19, Snider Addition). Mr. Gallagher seconded the motion. The motion passed 7-0.

3. COUNCIL BILL NO. 17, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK/LANDMARK SITE UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 1, Iowa Hill Subdivision)

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Mayor Warner read the title into the minutes. Mr. Berry stated the same explanation applies to this ordinance and pertains to the Town's Iowa Hill property.

Mr. Burke moved to approve COUNCIL BILL NO. 17, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK/LANDMARK SITE UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 1, Iowa Hill Subdivision). Ms. Lawrence seconded the motion.
The motion passed 7-0.

4. COUNCIL BILL NO. 18, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lots 4 & 5, Block 1, Stiles Addition)
Mayor Warner read the title into the minutes. Mr. Berry stated this ordinance pertains to the landmarking of the Old Masonic Hall.

Mr. Gallagher moved to approve COUNCIL BILL NO. 18, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lots 4 & 5, Block 1, Stiles Addition). Mr. Brewer seconded the motion.
The motion passed 7-0.

5. COUNCIL BILL NO. 19, SERIES 2014 - AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER
Mayor Warner read the title into the minutes. Mr. Holman stated this ordinance allows the Town to enter into long-term leases with the following four entities: The Summit Foundation, Breckenridge Heritage Alliance, Breckenridge Film Festival, and Speakeasy Movie Theatre. He further stated these are each 10-year similar leases, with provisions. Ms. Lawrence recused herself as an employee of the lessees. Ms. Wolfe and Ms. Gigliello disclosed they are both on Boards of Directors for prospective tenants.

Mr. Burke moved to approve COUNCIL BILL NO. 19, SERIES 2014 - AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER. Mr. Gallagher seconded the motion.
The motion passed 6-0. Ms. Lawrence abstained.

6. COUNCIL BILL NO. 20, SERIES 2014 - AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE TOWN'S CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST OF CALIFORNIA/ COLORADO/ WASHINGTON, LP
Mayor Warner read the title into the minutes. Mr. Gagen stated this ordinance would extend the current agreement with Comcast, as we haven't yet concluded negotiations for the Franchise.

Mr. Gallagher moved to approve COUNCIL BILL NO. 20, SERIES 2014 - AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE TOWN'S CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST OF CALIFORNIA/ COLORADO/ WASHINGTON, LP. Ms. Wolfe seconded the motion.
The motion passed 7-0.

7. COUNCIL BILL NO. 21, SERIES 2014 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH THE BRECKENRIDGE OUTDOOR EDUCATION CENTER, a Colorado nonprofit corporation (Tract B, Revetts Landing Subdivision)

Mayor Warner read the title into the minutes. Mr. Gagen stated this development agreement is for the building on Wellington Road, and the Town has had a long-standing lease agreement with the BOEC, with the option to purchase and rehabilitate the building. He further stated the BOEC wants to enter into a capital campaign for the improvements and wants to have prior approval from the Town through a development agreement for this project. Also, this project is different because they don't need any additional public benefit.

Mr. Burke moved to approve COUNCIL BILL NO. 21, SERIES 2014 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH THE BRECKENRIDGE OUTDOOR EDUCATION CENTER, a Colorado nonprofit corporation (Tract B, Revetts Landing Subdivision). Ms. Wolfe seconded the motion.

The motion passed 7-0.

- B. Resolutions, Series 2014 - NONE
- C. Other

PLANNING MATTERS

- A. Planning Commission Decisions

There were no Planning Commission Decisions to discuss.

- B. Planning Commission Report (Mr. Brewer)

Mr. Brewer stated he forgot to attend the Planning Commission meeting. He further stated Ms. Julia Puester updated him on the meeting, which was Mr. Trip Butler's last meeting and the Town will advertise for Commission member applicants. Mayor Warner stated he would like Council to sign a letter of thanks to Mr. Butler for his service, and Council agreed. Mr. Brewer further stated the topic of the condo-hotel will go back to the Commission at the next meeting and the two Town projects that were addressed were the Skatepark and the roundabout.

- C. Town Project: Skateboard Park

Ms. Julia Puester, a Town planner, stated the Town Project proposal is to renovate the skateboard park. She further stated Mr. Mike Barney, Director of Recreation, has been working with staff on this project, which would include a 3,000 foot expansion of the park add features and a street course, among other things. She stated Planning Commission is recommending approval of this project with a positive 3 points under Recreation.

Mr. Burke asked about the old lights for the park, and wanted to understand the lighting situation with the park expanding. He further recommended holding off on any lighting until we understand the needs of the new park. Mr. Brewer stated he feels uncomfortable leaving some parts of the park unlit. Mr. Gagen clarified that we never intended to add more lights to the park. Council members then discussed lighting be compliant with the dark sky ordinance. Mr. Barney stated there could be some concerns with only using four lights, especially if we can't close off the other parts of the park. Ms. Puester stated the recreation light standard is different from the dark sky ordinance. Mayor Warner polled the Council about using lights, and all agreed to put the lights in storage for now and see what the demand might be. Council also agreed to look at proposals for fully lighting the new park.

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

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Mr. Brewer moved to approve the Town Project: Skateboard Park. Mr. Burke seconded the motion.

The motion passed on voice vote.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen stated there was no report.

REPORT OF MAYOR AND COUNCILMEMBERS

The Report of Mayor and Council members was covered in the Work Session. Please refer to the Work Session audio recording posted on the Town of Breckenridge website for details.

- A. Cast/MMC (Mayor Warner)
- B. Breckenridge Open Space Advisory Committee (Ms. Lawrence)
- C. GoBreck (Ms. Wolfe)
- D. Attainable Housing and Childcare Committee (Ms. Gigliello, Mr. Brewer, Mr. Gallagher)
- E. Breckenridge Heritage Alliance (Ms. Gigliello)
- F. Water Task Force (Mr. Gallagher)
- G. Cultural Arts Advisory Committee (Mr. Gallagher and Ms. Wolfe)
- H. Childcare Advisory Committee (Ms. Lawrence)
- I. Sustainability Task Force (Mr. Burke, Mr. Brewer, Mayor Warner)

OTHER MATTERS

Please refer to the Work Session audio recording posted on the Town of Breckenridge website for details.

Council continued a discussion about Sandwich Boards for business displays. The discussion included code and compliance, and the idea that it should be fair for all businesses.

Mr. Brewer stated he'd like to discuss the opportunity that the Town has to leverage the State's interest in creating a bike path all the way to Aspen and Vail, including over Hoosier Pass. He further stated that options were considered at a prior BOSAC meeting. Mr. Brewer stated the Governor is interested in this project, and Mr. Brewer also stated he is interested in trying to present some money to the State to make it happen. Mayor Warner stated this project merits consideration at the Spring Retreat. Mr. Gagen stated it may need to be a Mayors and Managers conversation as well. Some Council members stated that it is a good idea, but the cost is prohibitive, and possibly not an activity everyone will enjoy. Mr. Brewer stated he will send Council members a link to the study that was done about feasibility.

Mr. Burke asked about killing voles in public parks, and others stated that poisoning is an

option. He also stated Streetlight out at Locals Lane and Rachel Lane.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:44pm. Submitted by Helen Cospolich, Municipal Services Manager.

ATTEST:

John Warner, Mayor

DRAFT



MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP, Senior Planner

DATE: June 4, 2014 for meeting of June 10, 2014

SUBJECT: Second Readings for Landmarking of Historic Properties-Old Masonic Hall; Iowa Hill; Valley Brook Cemetery; and Red, White and Blue Fire Museum

The second readings of the ordinances approving local landmark status for four properties including Valley Brook Cemetery; Red, White and Blue Fire Museum; Iowa Hill; and Old Masonic Hall are scheduled for your meeting on June 10th.

There are two minor changes proposed to Council Bill 15 (Valley Brook Cemetery) and Council Bill 16 (Red, White and Blue Fire Museum) from first reading as follows:

1. Council Bill 15: Valley Brook Cemetery legal description clarification on Page 1 and Page 2; and
2. Council Bill 16: Red, White and Blue Fire Museum address correction from 308 N. Ridge Street to 308 N. Main Street on Section 2, Page 2.

Staff will be available for questions at the meeting Tuesday.

1 **FOR WORKSESSION/SECOND READING – JUNE 10**

2
3 Additions To The Ordinance As Approved on First Reading Are
4 Indicated By ; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. 15

7
8 Series 2014

9
10 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
11 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE

12 (~~Unsubdivided, Valleybrook Cemetery, Parcel Two of Annexation Plat of Valley Brook~~
13 ~~Street/Masonic Placer AKA 13.33 acres TR 6-78 Sec 25 Qtr 4 AKA VALLEY BROOK~~
14 ~~CEMETERY MASONIC PLACER MW 9616 IN 25-6-78 CONT 13.33 acres~~

15 **(Valley Brook Cemetery - Part of the Masonic Placer, U.S.M.S. 9616; 13.33 acres)**

16
17 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
18 COLORADO:

19
20 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
21 determines as follows:

22
23 A. The Town of Breckenridge owns the hereinafter described real property.
24 Such real property is located within the corporate limits of the Town of Breckenridge,
25 County of Summit and State of Colorado.

26
27 B. Town of Breckenridge filed an application with the Town pursuant to Chapter
28 11 of Title 9 of the Breckenridge Town Code seeking to have the Town designate the
29 hereinafter described real property as a landmark (“Application”).

30
31 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
32 the Breckenridge Town Code in connection with the processing of the Application.

33
34 D. The improvements located on hereinafter described real property are more
35 than fifty (50) years old.

36
37 E. The hereinafter described real property meets the “geographic/environmental”
38 designation criteria for a landmark as set forth in Section 9-11-4(A)(1)(c) of the
39 Breckenridge Town Code because the property:

- 40
41 (i) enhances sense of identity of the community;
42 (ii) and is an established and familiar natural setting or visual feature of the
43 community

1 F. The hereinafter described real property meets the “physical integrity” criteria
2 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code
3 because the property:

- 4
- 5 (i) shows character, interest or value as part of the development, heritage or cultural
6 characteristics of the community, region, state, or nation;
- 7
- 8 (ii) and retains original design features, materials and/or character.
- 9

10 G. In accordance with the requirements of Section 9-11-3(B)(3) of the
11 Breckenridge Town Code, on April 15, 2014 the Application was reviewed by the
12 Breckenridge Planning Commission. On such date the Planning Commission
13 recommended to the Town Council that the Application be granted.

14

15 H. The Application meets the applicable requirements of Chapter 11 of Title 9 of
16 the Breckenridge Town Code, and should be granted without conditions.

17

18 I. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
19 approval of an application for landmark designation under Chapter 11 of Title 9 of the
20 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.

21

22 Section 2. Designation of Property as Landmark. The following described real
23 property:

24

25 ~~Unsubdivided, Valleybrook Cemetery, Parcel Two of Annexation Plat of Valley~~
26 ~~Brook Street/Masonic Placer AKA 13.33 acres TR 6-78 Sec 25 Qtr 4 AKA~~
27 ~~VALLEY BROOK CEMETERY MASONIC PLACER MW 9616 IN 25-6-78~~
28 ~~CONT 13.33 acres to the Town of Breckenridge~~

29

30 **A 13.33 acre parcel of land located in Summit County, Colorado, being part**
31 **of the Masonic Placer, U.S.M.S. 9616, as described in that deed from William**
32 **McAdoo to the Town of Breckenridge recorded January 20, 1896 in Book 74**
33 **at Page 422 of the records of the Clerk and Recorder of Summit County,**
34 **Colorado;** commonly known and described as the “Valley Brook Cemetery,” 905
35 Airport Road, Breckenridge, Colorado 80424

36

37 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
38 Code.

39

40 Section 3. Police Power Finding. The Town Council finds, determines and declares that
41 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
42 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
43 the inhabitants thereof.

44

45 Section 4. Town Authority. The Town Council finds, determines and declares that it has
46 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities

1 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
2 Charter.

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

6
7 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
8 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
9 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
10 _____, 2014, 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 Helen Cospolich
27 Town Clerk

1 ***FOR WORKSESSION/SECOND READING – JUNE 10***

2
3
4 COUNCIL BILL NO. 16

5
6 Series 2014

7
8 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
9 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
10 (Lot 19, Snider Addition)

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

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

17
18 A. The Red White & Blue Fire District owns the hereinafter described real
19 property. Such real property is located within the corporate limits of the Town of
20 Breckenridge, County of Summit and State of Colorado.

21
22 B. Red White & Blue Fire District filed a letter of support for an application
23 with the Town pursuant to Chapter 11 of Title 9 of the Breckenridge Town Code seeking
24 to have the Town designate the hereinafter described real property as a landmark
25 (“**Application**”).

26
27 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
28 the Breckenridge Town Code in connection with the processing of the Application.

29
30 D. The improvements located on hereinafter described real property are more
31 than fifty (50) years old.

32
33 E. The hereinafter described real property meets the “architectural” designation
34 criteria for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town
35 Code because the property:

- 36
37 (i) exemplifies specific elements of architectural style or period; and
38 (ii) exemplifies style particularly associated with the Breckenridge area

39
40
41 F. The hereinafter described real property meets the “physical integrity” criteria
42 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code
43 because the property:

- 44
45 (i) shows character, interest or value as part of the development, heritage or
46 cultural characteristics of the community, region, state or nation; and

1 (ii) the property retains original design features, materials or character

2
3 G. In accordance with the requirements of Section 9-11-3(B)(3) of the
4 Breckenridge Town Code, on April 15, 2014 the Application was reviewed by the
5 Breckenridge Planning Commission. On such date the Planning Commission
6 recommended to the Town Council that the Application be granted.
7

8 H. The Application meets the applicable requirements of Chapter 11 of Title 9 of
9 the Breckenridge Town Code, and should be granted without conditions.
10

11 I. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
12 approval of an application for landmark designation under Chapter 11 of Title 9 of the
13 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.
14

15 Section 2. Designation of Property as Landmark. The following described real
16 property:

17
18 Lot 19, Snider Addition to the Town of Breckenridge; commonly known and
19 described as 308 North ~~Ridge~~ Main Street, Breckenridge, Colorado 80424
20

21 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
22 Code.
23

24 Section 3. Police Power Finding. The Town Council finds, determines and declares that
25 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
26 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
27 the inhabitants thereof.
28

29 Section 4. Town Authority. The Town Council finds, determines and declares that it has
30 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
31 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
32 Charter.
33

34 Section 5. Effective Date. This ordinance shall be published and become effective as
35 provided by Section 5.9 of the Breckenridge Town Charter.
36

37 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
38 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
39 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
40 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
41 Town.
42

43 TOWN OF BRECKENRIDGE, a Colorado
44 municipal corporation
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By _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

1 ***FOR WORKSESSION/SECOND READING – JUNE 10***

2
3 ***NO CHANGE FROM FIRST READING***

4
5 COUNCIL BILL NO. 17

6
7 Series 2014

8
9 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A
10 LANDMARK/LANDMARK SITE UNDER CHAPTER 11 OF TITLE 9 OF THE
11 BRECKENRIDGE TOWN CODE
12 (Lot 1, Iowa Hill Subdivision)

13
14
15 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
16 COLORADO:

17
18 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
19 determines as follows:

20
21 A. The Town of Breckenridge owns the hereinafter described real property.
22 Such real property is located within the corporate limits of the Town of Breckenridge,
23 County of Summit and State of Colorado.

24
25 B. The Town of Breckenridge filed an application with the Town pursuant to
26 Chapter 11 of Title 9 of the Breckenridge Town Code seeking to have the Town
27 designate the hereinafter described real property as a landmark (“**Application**”).

28
29 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
30 the Breckenridge Town Code in connection with the processing of the Application.

31
32 D. The site and improvements located on hereinafter described real property are
33 more than fifty (50) years old.

34
35 E. The hereinafter described real property meets the “architectural” designation
36 criteria for a landmark/landmark site as set forth in Section 9-11-4(A)(1)(a) of the
37 Breckenridge Town Code because the property:

- 38
39 (i) is an example of the work of an architect or builder who is recognized for
40 expertise nationally, statewide, regionally, or locally;
41 (ii) represents an innovation in construction, materials or design; and
42 (iii) is of a style particularly associated with the Breckenridge area.

43
44 F. The hereinafter described real property meets the
45 “geographic/environmental” designation criteria for a landmark as set forth in Section 9-

1 11-4(A)(1)(c) of the Breckenridge Town Code because the property enhances sense of
2 identity of the community.

3
4 G. The hereinafter described real property meets the “physical integrity” criteria
5 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code
6 because the property:

- 7
8 (i) shows character, interest or value as part of the development, heritage or cultural
9 characteristics of the community, region, state, or nation; and
10 (ii) retains original design features, materials and/or character.

11
12 H. In accordance with the requirements of Section 9-11-3(B)(3) of the
13 Breckenridge Town Code, on April 15, 2014 the Application was reviewed by the
14 Breckenridge Planning Commission. On such date the Planning Commission
15 recommended to the Town Council that the Application be granted.

16
17 I. The Application meets the applicable requirements of Chapter 11 of Title 9 of
18 the Breckenridge Town Code, and should be granted without conditions.

19
20 J. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
21 approval of an application for landmark designation under Chapter 11 of Title 9 of the
22 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.

23
24 Section 2. Designation of Property as Landmark/Landmark Site. The following
25 described real property:

26
27 Lot 1, Iowa Hill Subdivision to the Town of Breckenridge; commonly known and
28 described as 1605 Airport Road, Breckenridge, Colorado 80424

29
30 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
31 Code.

32
33 Section 3. Police Power Finding. The Town Council finds, determines and declares that
34 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
35 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
36 the inhabitants thereof.

37
38 Section 4. Town Authority. The Town Council finds, determines and declares that it has
39 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
40 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
41 Charter.

42
43 Section 5. Effective Date. This ordinance shall be published and become effective as
44 provided by Section 5.9 of the Breckenridge Town Charter.

45
46 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
47 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the

1 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
2 ____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
3 Town.

4
5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation
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9
10 By _____
11 John G. Warner, Mayor
12

13 ATTEST:
14

15
16
17 _____
18 Helen Cospolich
19 Town Clerk
20

1 ***FOR WORKSESSION/SECOND READING – JUNE 10***

2
3 ***NO CHANGE FROM FIRST READING***

4
5 COUNCIL BILL NO. 18

6
7 Series 2014

8
9 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
10 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
11 (Lots 4 & 5, Block 1, Stiles Addition)

12
13 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
14 COLORADO:

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

18
19 A. The Town of Breckenridge owns the hereinafter described real property.
20 Such real property is located within the corporate limits of the Town of Breckenridge,
21 County of Summit and State of Colorado.

22
23 B. The Town of Breckenridge filed an application with the Town pursuant to
24 Chapter 11 of Title 9 of the Breckenridge Town Code seeking to have the Town
25 designate the hereinafter described real property as a landmark (“**Application**”).

26
27 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
28 the Breckenridge Town Code in connection with the processing of the Application.

29
30 D. The improvements located on hereinafter described real property are more
31 than fifty (50) years old.

32
33 E. The hereinafter described real property meets the “architectural” designation
34 criteria for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town
35 Code because the property:

36
37 (i) exemplifies style particularly associated with the Breckenridge area

38
39 F. The hereinafter described real property meets the “social” designation criteria
40 for a landmark as set forth in Section 9-11-4(A)(1)(b) of the Breckenridge Town Code
41 because the property

42
43 (i) exemplifies cultural, political, economic or social heritage of the
44 community
45

1 G. The hereinafter described real property meets the “physical integrity” criteria
2 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code
3 because the structure:
4

- 5 (i) is on its original location or is in the same historic context after having been
6 moved; and
- 7 (ii) has been accurately reconstructed or restored based on documentation
8

9 H. In accordance with the requirements of Section 9-11-3(B)(3) of the
10 Breckenridge Town Code, on April 15, 2014 the Application was reviewed by the
11 Breckenridge Planning Commission. On such date the Planning Commission
12 recommended to the Town Council that the Application be granted.
13

14 I. The Application meets the applicable requirements of Chapter 11 of Title 9 of
15 the Breckenridge Town Code, and should be granted without conditions.
16

17 J. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
18 approval of an application for landmark designation under Chapter 11 of Title 9 of the
19 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.
20

21 Section 2. Designation of Property as Landmark. The following described real
22 property:
23

24 Lots 4 & 5, Block 1, Stiles Addition to the Town of Breckenridge; commonly
25 known and described as 136 South Main Street, Breckenridge, Colorado 80424
26

27 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
28 Code.
29

30 Section 3. Police Power Finding. The Town Council finds, determines and declares that
31 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
32 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
33 the inhabitants thereof.
34

35 Section 4. Town Authority. The Town Council finds, determines and declares that it has
36 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
37 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
38 Charter.
39

40 Section 5. Effective Date. This ordinance shall be published and become effective as
41 provided by Section 5.9 of the Breckenridge Town Charter.
42

43 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
44 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
45 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

1 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
2 Town.

3
4 TOWN OF BRECKENRIDGE, a Colorado
5 municipal corporation
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8
9 By _____
10 John G. Warner, Mayor

11
12 ATTEST:

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16 _____
17 Helen Cospolich
18 Town Clerk
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MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Assistant Town Manager
Date: June 4, 2014
Subject: Second Reading of an Ordinance to approve four long-term leases at the Breckenridge Grand Vacations Community Center

Attached is an ordinance that is scheduled for second reading at the June 10th Council meeting. This ordinance, if approved, will allow the Town Manager to enter into a long-term lease agreement with the following entities in the Breckenridge Grand Vacations Community Center:

- The Summit Foundation
- Breckenridge Heritage Alliance
- Breckenridge Film Festival, and
- Windriver Investments, Inc., d/b/a Speakeasy Movie Theatre

There are no changes to this ordinance or the attached leases from the first reading.

1 **FOR WORKSESSION/SECOND READING – JUNE 10**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 19

6
7 Series 2014

8
9 AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE
10 GRAND VACATIONS COMMUNITY CENTER

11
12 WHEREAS, the Town of Breckenridge owns the real property located at 103 South
13 Harris Street in Breckenridge, Colorado, also known as the “Breckenridge Grand Vacations
14 Community Center;” and

15
16 WHEREAS, the Town has agreed to enter into long-term office leases in the
17 Breckenridge Grand Vacations Community Center with: (i) The Summit Foundation, a Colorado
18 nonprofit corporation; (ii) Breckenridge Heritage Alliance, a Colorado nonprofit corporation;
19 (iii) Breckenridge Film Festival, a Colorado nonprofit corporation; and (iv) Windriver
20 Investments, Inc., a Colorado corporation d/b/a Speakeasy Movie Theatre; and

21
22 WHEREAS, proposed leases for the four tenants have been prepared by the Town
23 Attorney and reviewed by the Town Council; and

24
25 WHEREAS, Section 15.4 of the *Breckenridge Town Charter* provides:

26
27 The council may lease, for such time as council shall determine, any real or
28 personal property to or from any person, firm, corporation, public and private,
29 governmental or otherwise.

30
31 ;and

32
33 WHEREAS, the term of each proposed lease exceeds one year in length; and

34
35 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
36 lease entered into by the Town that exceeds one year in length must be approved by ordinance.

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

40
41 Section 1. The Lease between the Town and The Summit Foundation, a Colorado
42 nonprofit corporation, a copy of which is marked **Exhibit “A”**, attached hereto, and incorporated
43 herein by reference, is approved, and the Town Manager is authorized, empowered, and directed
44 to execute such agreement for and on behalf of the Town of Breckenridge.

**BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER
OFFICE LEASE**

THIS LEASE (“**Lease**”) is made and entered into effective the 15 day of November, 2014 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”) and THE SUMMIT FOUNDATION, a Colorado nonprofit corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to in this Lease as the **Parties**”, and individually as a “**Party**.”

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. **Leased Premises.** In consideration of Tenant’s payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 201, 201A-C, 204, and 204 A-E in the “Breckenridge Grand Vacations Community Center,” 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 (“**Leased Premises**”). The Leased Premises are depicted on the attached Attachment “A”, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the “**Building**.”

1.2. **Use Of Premises.** Tenant may use the Leased Premises only as a business office, unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 1578 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas’ intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room (“**Shared Use Spaces**”), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term.**

A. The initial term of this Lease (“**Initial Term**”) will begin on November 1, 2014 (“**Commencement Date**”) and will end, unless sooner terminated as hereafter provided, on December 31, 2015.

B. On January 1, 2016, and on each subsequent January 1st up to and including January 1, 2024, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a “**Renewal Term**”). The “**Term**” of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning November 1, 2015, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to November 1st of any calendar year (“**Notice of Termination**”) in the manner described in Section 14.5. The Notice of Termination must propose an effective date of termination of this Lease (“**Termination Date**”), which date may not be less than six months nor more than one year after the date the Notice of Termination is given to the other party. Upon the giving of timely Notice of Termination this Lease will terminate on the Termination Date, unless the Landlord and Tenant agree to another Termination Date. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2024.

1.6. **Parking.** Subject to availability, Tenant and Tenant’s employees and invitees will be allowed to use the Building’s shared parking lot (“**Parking Lot**”). No parking spaces within the Parking Lot will be specifically assigned for Tenant’s exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant’s sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant’s personal property and trade fixtures. All of Tenant’s fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord’s option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. Rent.

A. The total rent to be paid by Tenant for the Initial Term is Twenty Three Thousand Nine Hundred Thirty Three Dollars (\$23,933.00). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of One Thousand Seven Hundred Nine and Fifty/100 Dollars (\$1,709.50) each ("**Monthly Rent**"). The Monthly Rent has been calculated based on \$13 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2016, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts.** Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided or in this Section.

ARTICLE 3 - LANDLORD’S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord’s Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord’s negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 – UTILITIES AND SERVICES

4.1. Utilities And Services.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant’s operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant’s operations at the Leased Premises;

- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's operations at the Leased Premises; and
- (v) trash and recycling services for 103 S. Harris Street, which will be made available to Tenant.

B. Tenant's Telephone and Internet. Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. Maintenance.

A. Landlord's Repairs. Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located outside of the walls of the building located on the Leased Premises; and
- (vii) the mechanical, electrical, and heating/ventilation systems.

B. Tenant To Reimburse Landlord For Repairs; When. Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. Time For Repairs. Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. Snow Removal. Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6 – TAXES

6.1. **Real Property Taxes.**

- (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant’s occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.
- (ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord’s written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.
- (iii) **Tenant’s Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant’s occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant’s sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant’s personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. Alterations.

A. "Alterations" means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without

Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. Waste or Nuisance. Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. Liens. Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. Landlord's Building Insurance. Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. Tenant's Liability Insurance. Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. Tenant's Property Insurance. Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. Tenant's Activities Not to Increase Insurance Rates. Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. Additional Insurance Provisions. Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. Insurance Criteria. Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. Evidence of Insurance. Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. No Interest in Insurance Proceeds. Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. Indemnification By Tenant. To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. Survival of Indemnity Obligation. The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. Damage To or Destruction Of Leased Premises. If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11 - DEFAULT

11.1. Default By Tenant. The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20

days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any 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 otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

The Summit Foundation
Executive Director
P.O. Box 4000
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. Complete Agreement. It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. Amendment. This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. Captions. The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the, sections and subsections.

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

14.10. Severability. If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. Annual Appropriation. Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a

general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Helen Cospolich
Town Clerk

TENANT:

THE SUMMIT FOUNDATION, a Colorado
nonprofit corporation

By _____

Title: _____

ATTACHMENT - A


Breckenridge Grand Vacations Community Center
SUMMIT FOUNDATION LEASED PREMISES


UPPER LEVEL		NET AREA (sf)
201	CONFERENCE AREA	392
201A	IT/STORAGE	40
201B-C	SUMMIT FOUNDATION OFFICE	255
204	THE SUMMIT FOUNDATION	312
204A	SUMMIT FOUNDATION COPY ROOM	71
204B-D	THE SUMMIT FOUNDATION OFFICES	431
204E	KITCHEN AREA	77

MAIN LEVEL		NET AREA (sf)
NONE		N/A

LOWER LEVEL		NET AREA (sf)
012(#)	MULTI-PURPOSE ROOM	N/A

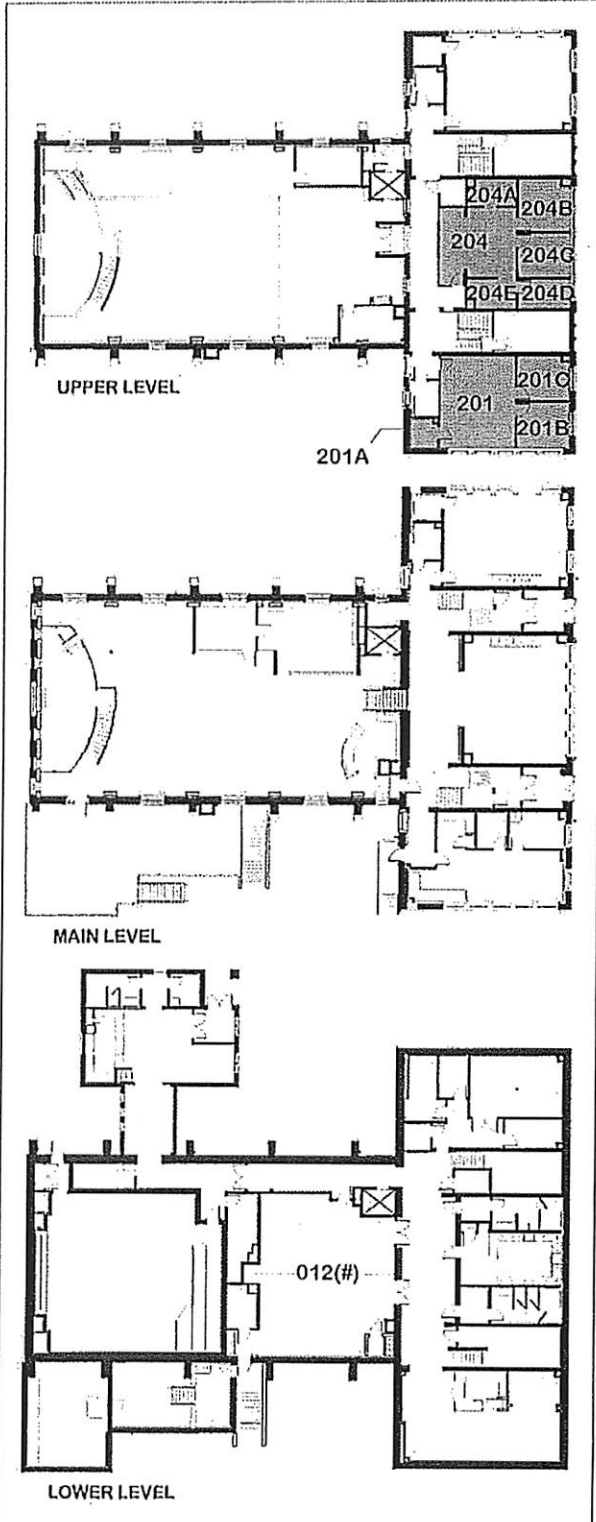
LEGEND

 THE SUMMIT FOUNDATION

 ROOM AVAILABLE FOR RESERVATION UPON REQUEST

SQUARE FEET TOTALS

SUMMIT FOUNDATION 1,578 (net)



**BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER
OFFICE LEASE**

THIS LEASE (“Lease”) is made and entered into effective the 15 day of November, 2014 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“Landlord”) and BRECKENRIDGE HERITAGE ALLIANCE, a Colorado nonprofit corporation (“Tenant”). Landlord and Tenant are sometimes collectively referred to in this Lease as the **Parties**, and individually as a **Party**.”

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. **Leased Premises.** In consideration of Tenant’s payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 206 and 206A in the “Breckenridge Grand Vacations Community Center,” 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 (“**Leased Premises**”). The Leased Premises are depicted on the attached Attachment “A”, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the “**Building**.”

1.2. **Use Of Premises.** Tenant may use the Leased Premises only as a business office, meeting room, archive, and research facility unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 688 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas’ intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room (“**Shared Use Spaces**”), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term.**

A. The initial term of this Lease (“**Initial Term**”) will begin on November 1, 2014 (“**Commencement Date**”) and will end, unless sooner terminated as hereafter provided, on December 31, 2015.

B. On January 1, 2016, and on each subsequent January 1st up to and including January 1, 2024, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a “**Renewal Term**”). The “**Term**” of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning November 1, 2015, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to November 1st of any calendar year (“**Notice of Termination**”) in the manner described in Section 14.5. The Notice of Termination must propose an effective date of termination of this Lease (“**Termination Date**”), which date may not be less than six months nor more than one year after the date the Notice of Termination is given to the other party. Upon the giving of timely Notice of Termination this Lease will terminate on the Termination Date, unless the Landlord and Tenant agree to another Termination Date. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2024.

1.6. **Parking.** Subject to availability, Tenant and Tenant’s employees and invitees will be allowed to use the Building’s shared parking lot (“**Parking Lot**”). No parking spaces within the Parking Lot will be specifically assigned for Tenant’s exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant’s sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant’s personal property and trade fixtures. All of Tenant’s fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord’s option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender. Any trade fixtures/furniture such as display cases, etc., that

were purchased with funds from the Town will remain the property of the Town and not be removed from the premises by the Tenant.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. Rent.

A. The total rent to be paid by Tenant for the Initial Term is Ten Thousand Four Hundred Thirty Four and Sixty Two/100 Dollars (\$10,434.62). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Seven Hundred Forty Five and Thirty Three/100 Dollars (\$745.33) each ("**Monthly Rent**"). The Monthly Rent has been calculated based on \$13 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2016, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts.** Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Any archival materials located in the premises and not owned by Tenant are excluded from this lien. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided for in this Section.

ARTICLE 3 - LANDLORD’S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord’s Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord’s negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 – UTILITIES AND SERVICES

4.1. Utilities And Services.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant's operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant's operations at the Leased Premises;
- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's operations at the Leased Premises; and
- (v) trash and recycling services located at 103 S. Harris Street.

B. Tenant's Telephone and Internet. Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. Maintenance.

A. Landlord's Repairs. Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located on the Leased Premises; and
- (vii) the mechanical, electrical, and heating/ventilation systems.

B. Tenant To Reimburse Landlord For Repairs; When. Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. Time For Repairs. Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6 – TAXES

6.1. Real Property Taxes.

- (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant’s occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.
- (ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord’s written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.
- (iii) **Tenant’s Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant’s occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant’s sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant’s personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease.

Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. Alterations.

A. "Alterations" means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all

risks” insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. Tenant’s Activities Not to Increase Insurance Rates. Tenant will not do anything in or about the Leased Premises that will materially increase Landlord’s insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord’s insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. Additional Insurance Provisions. Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. Insurance Criteria. Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder’s ratings of at least A and a financial rating of at least XI in the most current *Best’s Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days’ advance notice is given to the nonprocuring Party.

8.7. Evidence of Insurance. Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. No Interest in Insurance Proceeds. Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant’s interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. Indemnification By Tenant. To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant’s business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11 - DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be in default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. Landlord's Remedies Upon Default. In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. No Surrender. Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. Default By Landlord. Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be in default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. Tenant's Remedies Upon Default. If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. Self-Help. If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any

public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any 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 otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail,

postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Breckenridge Heritage Alliance
Executive Director
P.O. Box 2460
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. Complete Agreement. It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. Amendment. This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. Captions. The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

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

14.10. Severability. If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. Annual Appropriation. Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being

appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Helen Cospolich
Town Clerk

TENANT:

BRECKENRIDGE HERITAGE ALLIANCE,
a Colorado nonprofit corporation

By _____

Title: _____


ATTACHMENT - A

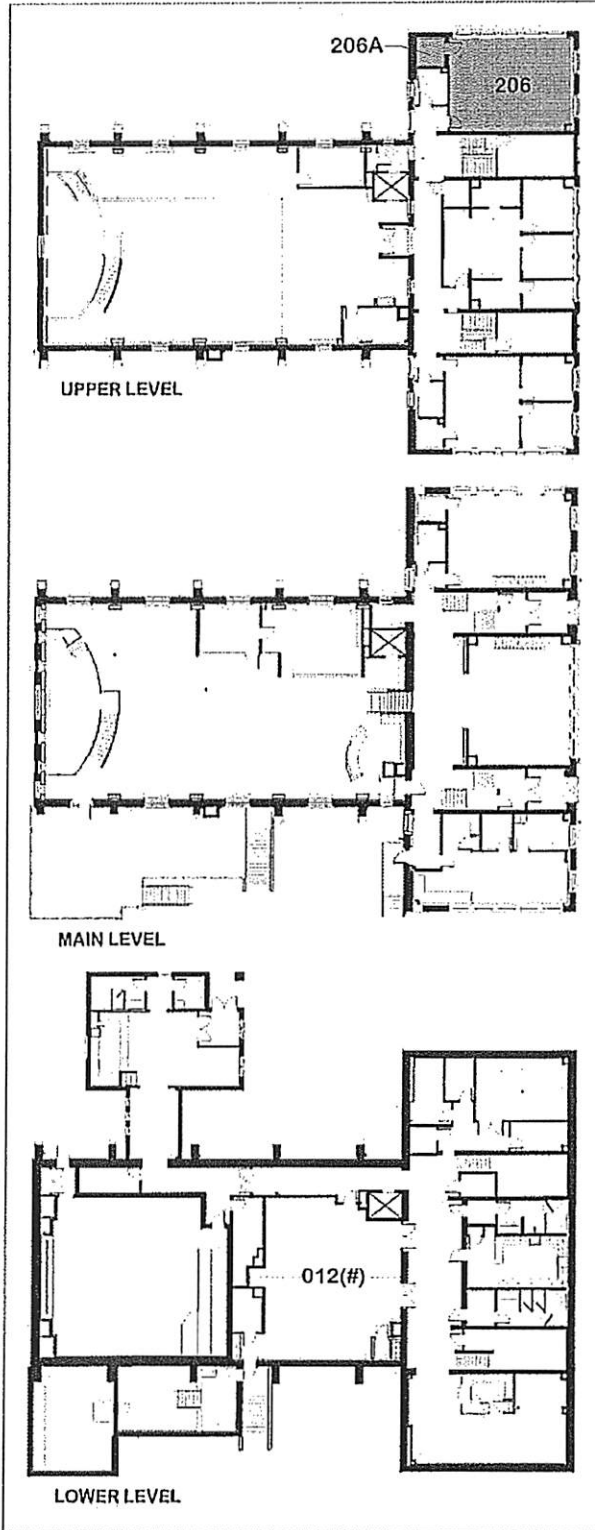
Breckenridge Grand Vacations Community Center
**BRECKENRIDGE HERITAGE ALLIANCE (BHA)
 LEASED PREMISES**

UPPER LEVEL	NET AREA (sf)
206 BRECKENRIDGE HERITAGE ALLIANCE	646
206A BRECKENRIDGE HERITAGE ALLIANCE STORAGE	42

MAIN LEVEL	NET AREA (sf)
NONE	N/A

LOWER LEVEL	NET AREA (sf)
012(#) MULTI-PURPOSE ROOM	N/A

LEGEND	
	BRECKENRIDGE HERITAGE ALLIANCE
(#)	ROOM AVAILABLE FOR RESERVATION UPON REQUEST
SQUARE FEET TOTALS	
BHA	688 (net)



**BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER
OFFICE LEASE**

THIS LEASE (“**Lease**”) is made and entered into effective the [] day of [], 2014 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”) and the BRECKENRIDGE FILM FESTIVAL, a Colorado nonprofit corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to in this Lease as the **Parties**”, and individually as a “**Party**.”

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. **Leased Premises.** In consideration of Tenant’s payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Room 205 in the “Breckenridge Grand Vacations Community Center,” 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 (“**Leased Premises**”). The Leased Premises are depicted on the attached Attachment “A”, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the “**Building**.”

1.2. **Use Of Premises.** Tenant may use the Leased Premises only as a business office, unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 176 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas’ intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room (“**Shared Use Spaces**”), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term.**

A. The initial term of this Lease (“**Initial Term**”) will begin on November 1, 2014 (“**Commencement Date**”) and will end, unless sooner terminated as hereafter provided, on December 31, 2015.

B. On January 1, 2016, and on each subsequent January 1st up to and including January 1, 2024, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a “**Renewal Term**”). The “**Term**” of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning November 1, 2015, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to November 1st of any calendar year (“**Notice of Termination**”) in the manner described in Section 14.5. The Notice of Termination must propose an effective date of termination of this Lease (“**Termination Date**”), which date may not be less than six months nor more than one year after the date the Notice of Termination is given to the other party. Upon the giving of timely Notice of Termination this Lease will terminate on the Termination Date, unless the Landlord and Tenant agree to another Termination Date. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2024.

1.6. **Parking.** Subject to availability, Tenant and Tenant’s employees and invitees will be allowed to use the Building’s shared parking lot (“**Parking Lot**”). No parking spaces within the Parking Lot will be specifically assigned for Tenant’s exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant’s sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant’s personal property and trade fixtures. All of Tenant’s fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord’s option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. Rent.

A. The total rent to be paid by Tenant for the Initial Term is Two Thousand Six Hundred Sixty Nine and Thirty Eight/100 Dollars (\$2,669.38). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of One Hundred Ninety and 67/100 Dollars (\$190.67) each ("**Monthly Rent**"). The Monthly Rent has been calculated based on \$13 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2016, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts.** Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided for in this Section.

ARTICLE 3 - LANDLORD’S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord’s Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord’s negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 – UTILITIES AND SERVICES

4.1. Utilities And Services.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant’s operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant’s operations at the Leased Premises;

- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's operations at the Leased Premises; and
- (v) trash and recycling services located at 103 South Harris Street.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. Maintenance.

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located on the Leased Premises; and
- (vii) the mechanical, electrical, and heating/ventilation systems.

B. **Tenant To Reimburse Landlord For Repairs; When.** Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. **Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6 – TAXES

6.1. **Real Property Taxes.**

- (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant’s occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.
- (ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord’s written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.
- (iii) **Tenant’s Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant’s occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant’s sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant’s personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. Alterations.

A. "Alterations" means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without

Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. Waste or Nuisance. Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. Liens. Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. Landlord's Building Insurance. Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. Tenant's Liability Insurance. Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. Tenant's Property Insurance. Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11 - DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20

days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be in default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. Landlord's Remedies Upon Default. In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. No Surrender. Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. Default By Landlord. Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be in default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. Tenant's Remedies Upon Default. If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. Self-Help. If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. Survival. The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any 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 otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Breckenridge Film Festival.
Executive Director
P.O. Box 718
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. Complete Agreement. It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. Amendment. This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. Captions. The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

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

14.10. Severability. If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. Annual Appropriation. Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a

general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Helen Cospolich
Town Clerk

TENANT:

BRECKENRIDGE FILM FESTIVAL,
a Colorado nonprofit corporation

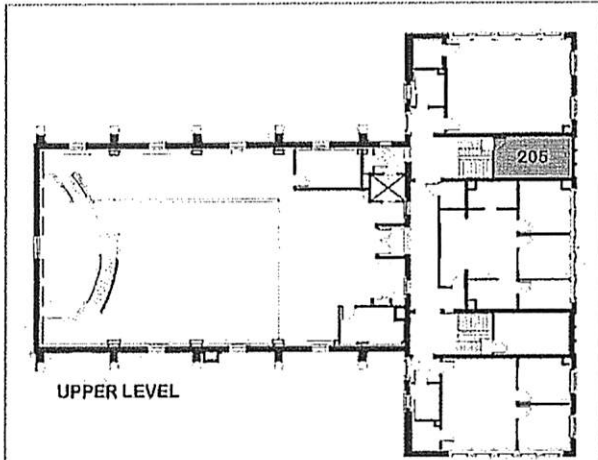
By _____

Title: _____

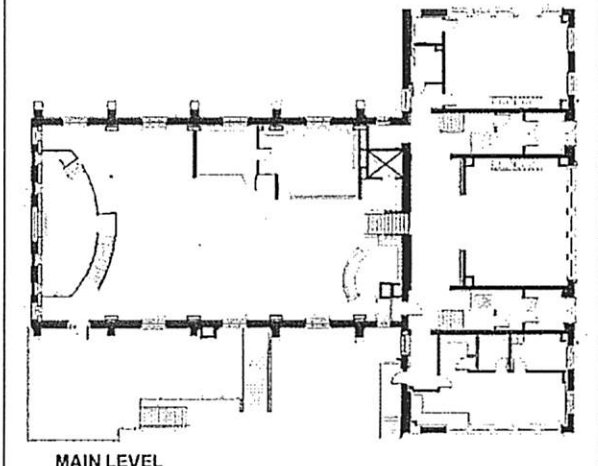
ATTACHMENT - A

Breckenridge Grand Vacations Community Center
**BRECKENRIDGE FESTIVAL OF FILM
 LEASED PREMISES**

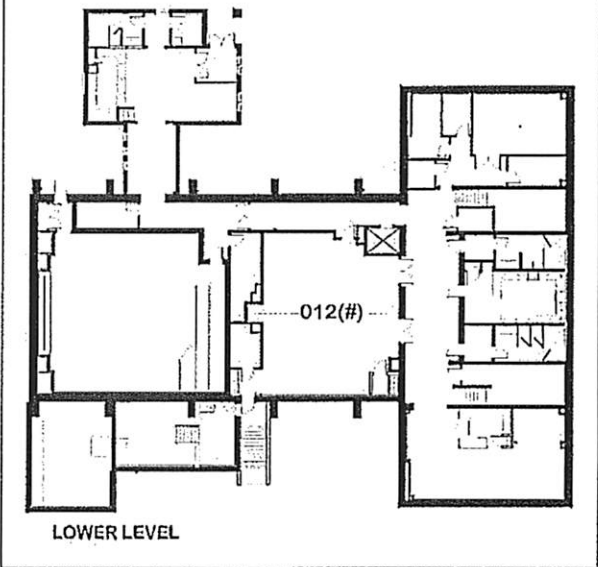
UPPER LEVEL		NET AREA (sf)
205	BRECKENRIDGE FESTIVAL OF FILM	176




MAIN LEVEL		NET AREA (sf)
NONE		N/A



LOWER LEVEL		NET AREA (sf)
012(#)	MULTI-PURPOSE ROOM	N/A



LEGEND	
	FESTIVAL OF FILM
(#)	ROOM AVAILABLE FOR RESERVATION UPON REQUEST
SQUARE FEET TOTALS	
FESTIVAL OF FILM	176 (net)

**BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER
OFFICE LEASE**

THIS LEASE ("**Lease**") is made and entered into effective the ____ day of _____, 2014 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("**Landlord**") and WINDRIVER INVESTMENTS, INC., a Colorado corporation d/b/a SPEAKEASY MOVIE THEATRE ("**Tenant**"). Landlord and Tenant are sometimes collectively referred to in this Lease as the "**Parties**", and individually as a "**Party**."

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. **Leased Premises.** In consideration of Tenant's payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 013, 019, 019A, 019B, and 020-029 in the "Breckenridge Grand Vacations Community Center," 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 ("**Leased Premises**"). The Leased Premises are depicted on the attached Attachment "A", which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the "**Building**."

1.2. **Use Of Premises.**

A. Tenant may use the Leased Premises only as a movie theatre, unless Landlord gives its advance written consent to another use.

B. Tenant will not be entitled to continuous possession of the Leased Premises pursuant to this Lease. Instead, Tenant will have primary use of Leased Premises between 28 and 40 weeks per calendar year, and Tenant will identify and agree upon the Tenant's weeks of operation with the Chief Executive Officer of the Breckenridge Arts and Culture organization ("**Arts and Culture CEO**"). Tenant has the ability to negotiate additional weeks of occupancy of the Leased Premises with the Arts and Culture CEO if they are available. Tenant will provide not less than 28 weeks of commercial film programing at the Leased Premises each calendar year.

C. Tenant also agrees to work with the Arts and Culture CEO, or his/her designee, to accommodate specific cultural events/partners whose request for use of Leased Premises may fall within Tenant's agreed weeks of operation. Arts and Culture CEO will provide advanced written notice to Tenant of any request for additional use of Leased Premises.

D. Tenant agrees Landlord, through the Breckenridge Arts and Culture organization, may lease, license, or otherwise allow the Leased Premises to be used by others on a daily basis when the Leased Premises are not programmed for use by Tenant.

E. Tenant will have sole use of concession area and concessionaire equipment within the Leased Premises during Tenant's term of this Lease. Tenant agrees to provide staffed concession services, if needed, to any additional users of the Leased Premises.

F. Tenant will maintain an active liquor license in good standing for the Leased Premises throughout the Term of this Lease. During the Initial Term of this Lease, Tenant will be allowed to modify its liquor license to include the Community Room that adjoins the Leased Premises ("**Community Room**"), subject to approval of the modification of the licensed premises by both the Town of Breckenridge Liquor Licensing Authority and the State of Colorado. After the Initial Term the continued modification of the licensed premises under Tenant's liquor license to include the Community Room will not be automatically allowed by Landlord, but instead will be reviewed and evaluated by the Landlord, in Landlord's sole discretion, on a year-to-year basis during the remainder of the Term of this Lease, .

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 3,131 net square feet.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas' intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), janitor's closet (room 010), hallway leading to commissary kitchen, and the commissary kitchen (room 003) for clean up purposes ("**Shared Use Spaces**"), subject to their availability.

1.5. **Term.**

A. The initial term of this Lease ("**Initial Term**") will begin on November 1, 2014 ("**Commencement Date**") and will end, unless sooner terminated as hereafter provided, on December 31, 2015.

B. On January 1, 2016, and on each subsequent January 1st up to and including January 1, 2024, this Lease will be automatically renewed for successive terms of one calendar year each (each successive year is a "**Renewal Term**"). The "**Term**" of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning November 1, 2015, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to November 1st of any calendar year ("**Notice of Termination**") in the manner described in Section 14.5. The Notice of Termination must propose an effective date of termination of this Lease ("**Termination Date**"), which date may not be less than six months nor more than one year after the date the Notice of Termination is given to the other party. Upon the giving of timely Notice of Termination this Lease will terminate on the Termination Date, unless the Landlord and

Tenant agree to another Termination Date. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2024.

1.6. **Parking.** Subject to availability, Tenant and Tenant's employees and customers will be allowed to use the Building's shared parking lot ("**Parking Lot**"). No parking spaces within the Parking Lot will be specifically assigned for Tenant's exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant's personal property and trade fixtures. All of Tenant's fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord's option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender. Those trade fixtures furnished by the Landlord to include concessionaire equipment will remain the property of the Landlord.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention

or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. Rent.

A. **Monthly Rent.** During the Term of this Lease (both the Initial Term and the Renewal Term, if applicable) Tenant will pay to Landlord each month a rental for the use of the Leased Premises that is to be calculated as follows:

- (i) for the period of time commencing with the Commencement Date and ending December 31, 2016 a rental equal to twenty five percent (25%) of Tenant's Gross Profit each month;
- (ii) for the period of time beginning on January 1, 2017 and ending December 31, 2017, a rental equal to twenty six percent (26%) of Tenant's Gross Profit each month;
- (iii) for the period of time beginning on January 1, 2018 and ending December 31, 2018, a rental equal to twenty seven percent (27%) of Tenant's Gross Profit each month;
- (iv) for the period of time beginning on January 1, 2019 and ending December 31, 2019, a rental equal to twenty eight percent (28%) of Tenant's Gross Profit each month; and
- (v) for the period of time beginning on January 1, 2020 through the remainder of the Term, a rental equal to twenty nine percent (29%) of Tenant's Gross Profit.

Tenant's rental payments due to Landlord are referred to as "**Monthly Rent**" or "**rent.**" Any amount due to Landlord from Tenant under this Lease that is not specifically identified as "rent" or "Monthly Rent" is "**additional rent.**" The Monthly Rent will be paid, without deduction, setoff, prior notice or demand as provided in Subsection C of this Section.

B. **Gross Profit Defined.** As used in this Lease, the Term "Gross Profit" each month means all of Tenant's income from the sale of concessions and tickets at the Leased Premises during that month, minus the Tenant's "Cost of Goods Sold" actually paid by Tenant that month. "Cost of Goods Sold" includes the cost of purchasing the concessions offered for sale at the Leased Premises, together with movie rental guarantees, movie rentals, postage, and delivery.

C. **Payment Of Monthly Rent.** Commencing December 20, 2014, and not later than the 20th day of each succeeding month thereafter during the Term of this Lease, Tenant will furnish to the Financial Services Manager of the Town of

Breckenridge (“**Financial Services Manager**”), in a form acceptable to the Financial Services Manager, a true and accurate verified statement of Tenant’s Gross Profit for the preceding month signed by an officer of Tenant, and will simultaneously pay to Landlord the Monthly Rent due to Landlord for the preceding month. Landlord and the Tenant will jointly develop a standardized reporting form which Tenant may use to report its monthly Tenant’s Gross Profit.

D. **Place of Rent Payments. Place And Manner Of Payments.** All sums payable to Landlord under this Lease will be made to:

Town of Breckenridge
Clerk & Finance Division
Attn: Accounts Receivable
P. O. Box 168
Breckenridge, CO 80424

or at such other place as the Town Manager of the Town of Breckenridge (“**Town Manager**”) may hereafter designate by written notice provided to Tenant in accordance with Section 14.5 of this Lease. All sums will be made in legal tender of the United States. Any check given to the Landlord will be received subject to collection, and Tenant agrees to pay any charges, fees or costs incurred by the Landlord for the collection, including reasonable attorney’s fees.

E. **Tenant To Keep Accurate Records.** Tenant will keep within the limits of Summit County, Colorado true and complete records and accounts of Tenant’s Gross Profit, including daily bank deposits and proper evidence of expenditures. Within 90 days after the end of each calendar year Tenant will furnish to Landlord a true and accurate summary statement of the total of the Tenant’s Gross Profit for such calendar year (showing the authorized deductions or exclusions in computing the amount of such Tenant’s Gross Profit). Such statement may be prepared and certified to be true and correct by Tenant’s bookkeeper; provided, however, that if the Financial Services Manager has a reasonable objection to the use of Tenant’s bookkeeper to prepare such statement, Tenant will engage an independent certified public accountant, or other qualified person acceptable to the Financial Services Manager, to prepare and certify such statement.

F. **Inspection of Tenant’s Books and Records.** Tenant will maintain a system of bookkeeping reasonably satisfactory to the Financial Services Manager. The Financial Services Manager or the Financial Services Manager’s authorized representative is entitled to have access to such books and records during normal business hours. Tenant will keep and preserve all sales slips, cash register tapes, sales books, bank books or duplicate deposit slips, and all other evidence of Tenant’s Gross Profit for at least three years, or until sooner audited by Landlord.

G. **Audit of Tenant’s Books and Records.** The Financial Services Manager has the right at any time upon 15 days’ written notice to audit all of the books of account,

bank statements, documents, records, returns, papers and files of Tenant relating to the Tenant's Gross Profit. Within 15 days of written notice of the request to audit, Tenant will make all such documents available for examination at the Leased Premises.

If Landlord determines after an audit that the Tenant's Gross Profit for any calendar year as shown by Tenant's statement(s) have been understated by more than 3%, Tenant will pay to Landlord the cost of such audit and the amount of any deficiency, plus interest on such amount at 8% per annum from the date due. The Landlord's right to perform such an audit will expire three years after Tenant's statement of Tenant's Gross Profit has been delivered to the Landlord.

If the audit conducted by the Financial Services Manager shows that the Tenant's Gross Profit for any calendar year have been understated more than 3%, Tenant has the right at its cost to have an independent audit conducted at its expense. Such audit will be completed within 30 days from the date Tenant is notified of the results of the Financial Services Manager's audit. The Financial Services Manager and the independent auditor will attempt to reconcile any discrepancies between the two audits. If the Financial Services Manager and the independent auditor are unable to reconcile any such discrepancies, either party may enforce its right or remedies under this Section by appropriate judicial action as provided by law.

H. Tenant's Sales Tax Returns. Tenant agrees that Financial Services Manager may inspect any sales tax return or report and accompanying schedules and data which Tenant may file with Landlord pursuant to the Town of Breckenridge Retail Sales Tax Ordinance, and Tenant waives any claim of confidentiality which it may have in connection therewith.

I. Interest On Monthly Rent. Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

J. Interest On Other Amounts. Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

K. Landlord's Lien and Security Interest. Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law.

Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided for in this Section.

ARTICLE 3 - LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord's Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord's negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 – UTILITIES AND SERVICES

4.1. Utilities And Services.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant's operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant's operations at the Leased Premises;
- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's operations at the Leased Premises; and
- (v) trash and recycling services for 103 S. Harris Street, which will be made available to tenant.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. Maintenance.

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;

- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located on the Leased Premises;
- (vii) the mechanical, electrical, and heating/ventilation systems; and
- (viii) audio-visual equipment, theater seats, concessionaire equipment owned by Town.

B. Tenant To Reimburse Landlord For Repairs; When. Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. Time For Repairs. Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. Snow Removal. Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. Cleaning of Shared Space. Landlord will provide any required cleaning of the Shared Space.

5.5. Cleaning of Leased Premises. Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises for its use only. Tenant will be responsible for cleaning spills on carpet and theatre seats in a timely manner. Landlord will pay the cost to have carpet in premises professionally cleaned on an annual basis.

ARTICLE 6 – TAXES

6.1. Real Property Taxes.

- (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant’s occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.

- (ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord's written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.
- (iii) **Tenant's Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant's personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. Alterations.

A. "Alterations" means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. Insurance Criteria. Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. Evidence of Insurance. Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. No Interest in Insurance Proceeds. Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. Indemnification By Tenant. To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11- DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

- A. The abandonment of the Leased Premises by Tenant.
- B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.
- C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be in default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

- A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be in default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must

faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

- A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;
- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any 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 otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Windriver Investments Inc.
d/b/a, Speakeasy Theatre
PO Box 9525
Breckenridge, CO 80424

Landlord's initial address for notice is:

Town Manager
Town of Breckenridge

P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. Complete Agreement. It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. Amendment. This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. Captions. The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

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

14.10. Severability. If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. Annual Appropriation. Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. No Adverse Construction Based On Authorship. Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. Landlord's Consent Or Approval. Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **“Day” Defined.** Unless otherwise indicated, the term “day” means a calendar day (and not a business day).

14.15. **“Will” or “Will Not” Defined.** “Will” or “will not” indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Helen Cospolich
Town Clerk

TENANT:

WINDRIVER INVESTMENTS, INC.
a Colorado corporation d/b/a SPEAKEASY
MOVIE THEATRE

By _____

Title: _____


ATTACHMENT - A

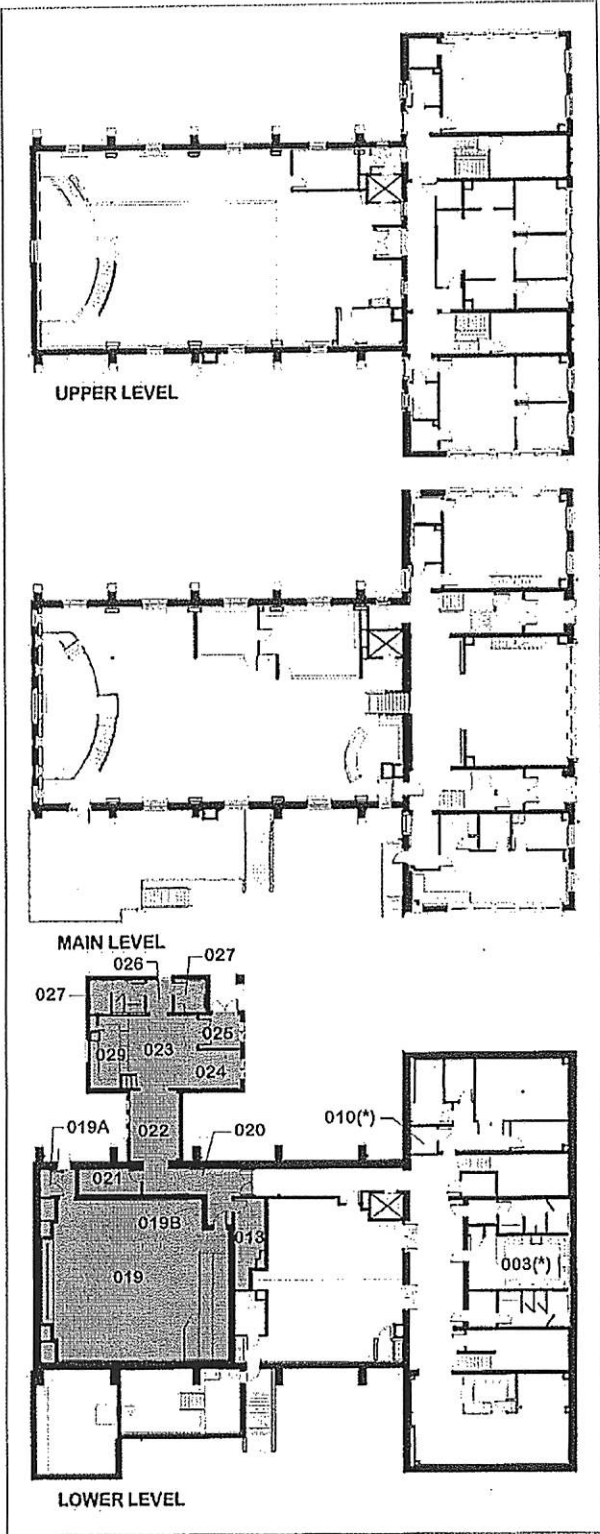
Breckenridge Grand Vacations Community Center SPEAKEASY MOVIE THEATER LEASED PREMISES

UPPER LEVEL	NET AREA (sf)
NONE	N/A

MAIN LEVEL	NET AREA (sf)
NONE	N/A

LOWER LEVEL	NET AREA (sf)
003(*) COMISSARY KITCHEN (CLEAN-UP)	N/A
010(*) JANITOR'S CLOSET	N/A
013 A/V	130
019 SPEAKEASY THEATER	1,625
019A STORAGE	15
019B VESTIBULE	41
020 HALL	210
021 STORAGE	92
022 HALL	200
023 SPEAKEASY LOBBY	229
024 LOUNGE	147
025 VESTIBULE	78
026 HALL	52
027 MEN'S RESTROOM	59
028 WOMEN'S RESTROOM	103
029 CONCESSIONS	160

LEGEND	
	SPEAKEASY
(*)	SHARED USE SPACE
SQUARE FEET TOTALS	
SPEAKEASY	3,131 (net)





MEMORANDUM

To: Mayor and Town Council
From: Tim Gagen, Town Manager
Date: May 13, 2014
Subject: *Ordinance Extending Town's Comcast Cable Franchise (second reading-
no changes from first reading)*

Background

The Town has a Cable Franchise Agreement with Comcast which expires June 15, 2014. The Town, along with Summit County and the other Towns in the County, have been working with Comcast to renew the Franchise Agreement for over a year. The Town also has a lease with Comcast for the location and operation of their head end on Town property on Wellington Road. This lease has previously expired and been extended month-to-month with the plan to approve a new lease that coincides with the Franchise renewal. The communities of Summit County have recently finalized the proposed Franchise renewal but the revision and renewal of the lease with Comcast has lagged behind and is not yet finalized to the Towns and Countys satisfaction. Given that additional work needs to be done on the lease, our Cable Franchise attorney has recommended that the Towns and County consider extending the Franchise one more time to finish negotiation on the lease and when complete, consider approval of the Franchise and lease at the same time as originally planned. Extending the Franchise preserves all the current provisions of the Franchise.

Recommendation

Staff recommends extending the current Comcast Cable Franchise Agreement to December 31, 2014.

COUNCIL BILL NO. ____

Series 2014

**AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE TOWN'S
CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST OF
CALIFORNIA/COLORADO/WASHINGTON, LP**

WHEREAS, the Town entered into a cable franchise agreement with Universal Cable Communications, Inc. d/b/a Classic Cable (“Classic Cable”) dated November 15, 1995 (“Franchise Agreement”); and

WHEREAS, by Resolution No. 45, Series 2001, adopted October 23, 2001, the Town approved the assignment of the Franchise Agreement from Classic Cable to TCI Cable Partners of St. Louis, L.P. (“TCI”); and

WHEREAS, Comcast of California/Colorado/Washington, LP (“Comcast”) is the successor to TCI and currently holds a cable franchise with the Town pursuant to Resolution No. 30, Series 2002, adopted June 11, 2002; and

WHEREAS, Ordinance No. 27, Series 2005 extended the term of the Franchise Agreement to June 15, 2008; and

WHEREAS, by Ordinance No. 26, Series 2007, the Town Council approved a “First Amendment To Franchise Agreement” (“First Amendment”) that, among other things, extended the term of the Franchise Agreement until June 15, 2013; and

WHEREAS, by Ordinance No. 18, Series 2013, the Town Council approved a “Second Amendment To Franchise Agreement” (“Second Amendment”) that extended the term of the Franchise Agreement until June 15, 2014; and

WHEREAS, Comcast has preserved its rights by timely filing a request with the Town to activate the formal process for renewing the Franchise Agreement pursuant to the Cable Communications Policy Act of 1984 (“Cable Act”); and

WHEREAS, the parties have agreed to extend the existing term of the Franchise Agreement until December 31, 2014, as more fully set forth in the proposed “Third Amendment to Franchise Agreement Between the Town of Breckenridge, Colorado and Comcast of California/Colorado/Washington, LP” (“Third Amendment”), a copy of which is marked Exhibit A, attached to this ordinance and incorporated into this ordinance by reference; and

WHEREAS, the Town Council finds and determines that approval of the Third Amendment would be in the best interest of the Town and its citizens.

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

Section 1. The Third Amendment to Franchise Agreement Between the Town of Breckenridge, Colorado and Comcast of California/Colorado/Washington, LP is approved, and the Mayor is authorized, empowered, and directed to execute such document for and on behalf of the Town of Breckenridge. The Franchise Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, shall remain in effect, pursuant to the terms and conditions contained therein, until the new expiration date, until a new agreement is entered into between the parties, or until the Franchise Agreement is terminated pursuant to its terms.

Section 2. Neither the Town nor Comcast waive any right they have under law as a result of agreeing to extend the Franchise Agreement as provided in the Third Amendment, and Comcast shall not be required to file any additional request or document in order to preserve its rights under Section 626 of the Cable Act.

Section 3. If any portion of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of this ordinance. The Town Council declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared unconstitutional or invalid.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

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

INTRODUCED, READ ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN FULL this ___ day of June, 2014. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of June, 2014, 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:

Helen Cospolich, Town Clerk

**THIRD AMENDMENT TO THE CABLE TELEVISION FRANCHISE BETWEEN THE
TOWN OF BRECKENRIDGE, COLORADO AND COMCAST OF
CALIFORNIA/COLORADO/WASHINGTON, LP**

This Third Amendment to the Cable Television Franchise Agreement is made and entered into as of this ____ day of June, 2014, such day being the effective date of the Town of Breckenridge Ordinance No. ____, Series 2014, and amend the Cable Television Franchise Agreement (“Franchise Agreement”), by and between the Town of Breckenridge, Colorado, (“Town”) and Comcast of California/Colorado/Washington, LP (“Comcast”).

WHEREAS, in 1995, the Town Council approved the grant of a nonexclusive Franchise Agreement to Universal Cable Communications, Inc., effective October 24, 1995, for its construction and operation of a cable television system within the Town; and

WHEREAS, Comcast of California/Colorado/Washington, LP, is the successor in interest to Universal Cable Communications, Inc.; and

WHEREAS, on November 13, 2007, the parties previously agreed to extend the Franchise Agreement to June 15, 2013; and

WHEREAS, on May 14, 2013, the parties previously agreed to extend the Franchise Agreement to June 15, 2014; and

WHEREAS, Comcast has preserved its rights by timely filing a request with the Town to activate the formal process for renewing the Franchise Agreement pursuant to the provisions of the Cable Communications Policy Act of 1984 (“Cable Act”); and

WHEREAS, the Franchise Agreement was set to expire on June 15, 2014; and

WHEREAS, Town Staff and Comcast representatives have discussed the renewal of the Franchise Agreement and both parties have agreed that their respective interests will be served by a formal extension of the existing Franchise Agreement to a date certain; and

WHEREAS, the Town Council is agreeable to extending the existing term of the Franchise Agreement until December 31, 2014.

NOW, THEREFORE, the present Franchise Agreement is hereby amended by the following:

1. Section V of the Franchise Agreement – Term is hereby deleted and replaced with the following:

V. Term

In accordance with Ordinance No. ____, Series 2014, the term of the Franchise shall be extended to December 31, 2014, unless terminated sooner as hereinafter provided.

2. Except as specifically modified hereby, the Franchise Agreement shall remain in full force and effect.

3. Neither party waives any right which it enjoys under law as a result of agreeing to this Franchise extension, and Comcast shall not be required to file any additional request or document in order to preserve its right of renewal under Section 626 of the Cable Act.

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

TOWN OF BRECKENRIDGE, COLORADO
a Colorado municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich, Town Clerk

APPROVED AS TO FORM:

Timothy H. Berry, Town Attorney

**COMCAST OF CALIFORNIA/COLORADO/
WASHINGTON, LP**

By: _____
Name: _____
Title: _____
Date: _____

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 21 (Approving BOEC Development Agreement)

DATE: June 3, 2014 (for June 10th meeting)

The second reading of the ordinance approving the new Development Agreement with the BOEC is scheduled for your meeting on June 10th.

There are no changes proposed to ordinance itself from first reading.

However, there are several proposed changes to the text of the Development Agreement. They are:

1. The words “to the mean” have been inserted in Section 1(A) on Page 2 of the Agreement to clarify how the height of the building will be measured;
2. Section 1(C) on Page 3 has been revised to more accurately describe the maximum amount of density that can be placed on the property without the assignment of negative points under Policy 3R of the Development Code (11,456 square feet), and to recognize the density for the two existing sheds that are located on the property;
3. Section 2(B) on Page 3 has been revised to clarify somewhat the issue of the 3,000 square feet of density that will be transferred by Tim Casey to the property; and
4. Section 2(C) on Page 3 has been revised to refine the amount of density that the Town agrees to transfer to the property for the BOEC’s use.

Staff is fine with these changes.

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

1 ***FOR WORKSESSION/SECOND READING – JUNE 10***

2
3 ***NO CHANGE TO ORDINANCE FIRST READING***

4
5 Additions To The Development Agreement As Approved on First Reading Are
6 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

7
8 COUNCIL BILL NO. 21

9
10 Series 2014

11
12 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
13 THE BRECKENRIDGE OUTDOOR EDUCATION CENTER,
14 a Colorado nonprofit corporation
15 (Tract B, Revetts Landing Subdivision)

16
17 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
18 COLORADO:

19
20 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
21 determines as follows:

22
23 A. The Breckenridge Outdoor Education Center, a Colorado nonprofit corporation
24 (“BOEC”), is the tenant of Tract B, Revett’s Landing Subdivision, according to the plat thereof
25 recorded August 13, 2001 under Reception No. 659673 of the records of the Clerk and Recorder
26 of Summit County, Colorado (“**Property**”) pursuant to that Lease With Option to Purchase
27 agreement with the Town dated June 24, 2013 and recorded July 23, 2013 under Reception No.
28 1032367 of the records of the Clerk and Recorder of Summit County, Colorado.

29 B. The BOEC is a non-profit provider of services to disabled individuals with a
30 significant relationship with the Town.

31 C. The BOEC desires to make significant capital improvements to the Property to allow it
32 to serve its existing and expanding programs that provide the opportunity for children and adults
33 with disabilities and special needs to experience the great outdoors.

34 D. The BOEC’s conceptual plans for improving the Property cannot be accomplished
35 without the approval of a development agreement.

36 E. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
37 the authority to enter into a development agreement.

38 F. Pursuant to the Town of Breckenridge Development Code (Chapter 1 of Title 9 of the
39 Breckenridge Town Code)(“**Development Code**”), the vested rights period for a development
40 agreement would normally be three (3) years.

1 G. Section 9-1-17-11(K) of the Development Code authorizes the Town Council, by
2 development agreement, to provide for a vested property rights period of more than three (3)
3 years “when warranted in light of all relevant circumstances, including, but not limited to, the
4 size and phasing of the development, economic cycles, and market conditions.”

5 H. The BOEC has submitted to the Town a completed application for a development
6 agreement.

7 I. A proposed development agreement between the Town and BOEC has been prepared, a
8 copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein by reference
9 (“**Development Agreement**”).

10 J. The BOEC has requested that the Town waive the normal application fees for the
11 Development Agreement. The Town Council finds and determines that Section 9-10-9 of the
12 Breckenridge Town Code can properly be applied to the BOEC’s application for the
13 Development Agreement, and that the waiver of the application fee for the Development
14 Agreement: (i) is necessary to avoid payment of an excessive or duplicative application fee, and
15 (ii) is justified and is consistent with the intent of Chapter 10 of Title 9 of the Breckenridge
16 Town Code.

17 K. Chapter 9 of Title 9 of the Breckenridge Town Code sets forth a procedure for the
18 adoption and approval of a development agreement by the Town Council. All requirements of
19 said Chapter have been met or waived in connection with the adoption of this ordinance.

20 L. The Town Council had a preliminary discussion of the BOEC’s application and the
21 Development Agreement as required by Section 9-9-10(A) of the Breckenridge Town Code.

22 M. The Town Council determined that BOEC’s request for a development agreement
23 need not be referred to the Breckenridge Planning Commission for its review and
24 recommendation.

25 N. The Town Council has reviewed the Development Agreement, and finds and
26 determines that it should be approved.

27 O. The approval of the Development Agreement is warranted in light of all relevant
28 circumstances.

29 P. Because the BOEC is a non-profit provider of services to disabled individuals with a
30 significant relationship with the Town, and because the Town provides the Property to the BOEC
31 for no rent, the Town is willing to waive the commitments encouraged to be made in connection
32 with an application for a development agreement in accordance with Section 9-9-4 of the
33 Breckenridge Town Code, and certain fees and charges that would normally be required to be
34 paid to the Town, all as more fully set forth in the Development Agreement.

35 Section 2. Approval of Development Agreement. The Development Agreement between
36 the Town and the Breckenridge Outdoor Education Center, a Colorado nonprofit corporation
37 (**Exhibit “A”** hereto), is approved, and the Town Manager is authorized, empowered, and
38 directed to execute such agreement for and on behalf of the Town of Breckenridge.

1
2 Section 3. Notice of Approval. The Development Agreement must contain a notice in the
3 form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
4 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code must be
5 published by the Town Clerk one time in a newspaper of general circulation in the Town within
6 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
7 Section 24-68-103, C.R.S.

8
9 Section 4. Police Power Finding. The Town Council finds, determines, and declares that
10 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
11 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
12 the inhabitants thereof.

13
14 Section 5. Authority. The Town Council finds, determines, and declares that it has the
15 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
16 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
17 Charter.

18
19 Section 6. Effective Date. This ordinance shall be published and become effective as
20 provided by Section 5.9 of the Breckenridge Town Charter.

21
22 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
23 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
24 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
25 ____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
26 Town.

27
28 TOWN OF BRECKENRIDGE

29
30
31 By _____
32 John G. Warner, Mayor
33

34 ATTEST:

35
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39 _____
40 Helen Cospolich
41 Town Clerk
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APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
STATUTES, AS AMENDED

14
15

DEVELOPMENT AGREEMENT

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This Development Agreement (“**Agreement**”) is dated _____, 2014 and is between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the “**Town**”) and the BRECKENRIDGE OUTDOOR EDUCATION CENTER, a Colorado nonprofit corporation (the “**BOEC**”). The Town and the BOEC are sometimes collectively referred to in this Agreement as the “**Parties**,” and individually as a “**Party**.”

22
23

Recitals

24
25
26

A. The BOEC is the tenant of Tract B, Revett’s Landing Subdivision, according to the plat thereof recorded August 13, 2001 under Reception No. 659673 of the records of the Clerk and Recorder of Summit County, Colorado (“**Property**”) pursuant to that Lease With Option to Purchase agreement with the Town dated June 24, 2013 and recorded July 23, 2013 under Reception No. 1032367 of the records of the Clerk and Recorder of Summit County, Colorado (“**Lease and Option Agreement**”).

27
28

B. The BOEC is a non-profit provider of services to disabled individuals with a significant relationship with the Town.

29
30

C. The BOEC desires to make significant capital improvements to the Property to allow it to serve its existing and expanding programs that provide the opportunity for children and adults with disabilities and special needs to experience the great outdoors.

31
32

D. The Town has reviewed the BOEC’s conceptual plans for improving the Property, and is supportive of such plans.

33
34

E. The Parties acknowledge that the BOEC’s conceptual plans for improving the Property cannot be accomplished without the adoption of this Agreement.

35
36

F. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has the authority to enter into a development agreement.

37
38

G. The BOEC’s proposed improvements to the Property will require the issuance by the Town of a development permit (the “**Development Permit**”) pursuant to the Town’s “Development Code”, Chapter 1 of Title 9 of the Breckenridge Town Code (the “**Development Code**”).

39
40

H. Pursuant to the Development Code, the vested rights period for the Development Permit would normally be three (3) years. As used in this Agreement, the term “vested property

1 rights period” shall have the meaning, purpose and effect afforded such term in the
2 Development Code and applicable state law.

3 I. Section 9-1-17-11(K) of the Development Code authorizes the Town Council, by
4 development agreement, to provide for a vested property rights period of more than three (3)
5 years “when warranted in light of all relevant circumstances, including, but not limited to, the
6 size and phasing of the development, economic cycles, and market conditions.”

7 J. By this Agreement, the Town and the BOEC intend to enter into such a development
8 agreement for the purpose of providing a vested property rights period for the Development
9 Permit of eight (8) years from the effective date of this Agreement that is described in Section
10 28.

11 K. Because the BOEC is a non-profit provider of services to disabled individuals with a
12 significant relationship with the Town, and because the Town provides the Property to the
13 BOEC for no rent, the Town is willing to waive the commitments encouraged to be made in
14 connection with an application for a development agreement in accordance with Section 9-9-4
15 of the Breckenridge Town Code, and certain fees and charges that would normally be required
16 to be paid to the Town, all as more fully set forth in this Agreement.

17 L. Chapter 1 of Title 9 of the Breckenridge Town Code sets forth a procedure for the
18 adoption and approval of a development agreement by the Town Council. All requirements of
19 said Chapter have been met in connection with the approval of this Agreement and the
20 authorizing ordinance.

21 M. The Town Council has received a completed application and all required submittals
22 for a development agreement; had a preliminary discussion of the application and this
23 Agreement; determined that it should commence proceedings for the approval of this
24 Agreement without referring the development agreement application to the Planning
25 Commission; and, in accordance with the procedures set forth in Section 9-9-10(C) of the
26 Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

27 **Agreement**

28
29 **1. Special Authority for Planning Commission to Review and Approve Development**
30 **Permit.** The Town’s Planning Commission is hereby authorized to review and approve, subject
31 to compliance with all other applicable development policies of the Town, an application for a
32 development permit for the Property to be submitted by the BOEC providing for:

33 A. A height of the improvements to be constructed by the BOEC upon the Property of a
34 maximum of 35 feet to the mean (as measured pursuant to the Development Code) without an
35 assessment of negative points against the Development Permit application under Section 9-1-

1 19-6R (Building Height) of the Development Code as the Land Use District 13 Guidelines do
2 not specify a recommended building height.

3 B. Site buffering from the driveway access and the “North Parking Lot” of the Property
4 to gain access around the existing building of not less than zero (0) feet without the assessment
5 of negative points against the Development Permit application under Section 9-1-19-7R (Site
6 and Environmental Design) of the Development Code.

7 C. Up to a maximum of ~~11,325~~ **11,456** square feet of density on the Property (in
8 addition to the 1,371 square feet of density for the two existing shed structures) without the
9 Development Permit application failing Section 9-1-19-3A (Density) of the Development Code,
10 or the assessment of negative points against the Development Permit application under Section
11 9-1-19-3R (Compliance With Density/Intensity Guidelines) of the Development Code.
12 Notwithstanding this provision, the Development Permit shall require the transfer of density to
13 the Property as described in Section 2 of this Agreement.

14 D. The grading for the “North Parking Lot” of the Property pursuant to the Development
15 Permit without the assessment of negative points against the Development Permit application
16 under Section 9-1-19-7R (Site and Environmental Design) of the Development Code.

17 **2. Density.**

18 A. The Parties acknowledge that the Property is over density as of the date of this
19 Agreement. The additional density to be transferred to the Property as described in this Section
20 2 reflects only the additional development of the Property proposed by the BOEC. The BOEC is
21 not being penalized for the fact that the Property is already over density.

22 B. Pursuant to the Parties’ previous agreement set forth in Section 1.6 of the Lease and
23 Option Agreement the Town shall authorize the transfer to the Property 3,000 square feet of
24 ~~the unused density~~ for the improvements to be constructed by the BOEC pursuant to the
25 Development Permit. Such transferred density shall be made at an appropriate time and
26 determined by the Parties. Such transferred density may only be used by the BOEC to construct
27 the improvements described in the Development Permit.

28 C. As and when needed the Town agrees to transfer to the Property by appropriate
29 density transfer covenant up to ~~2.28~~ 2.5 additional single family equivalents of density owned
30 by the Town to provide the balance of the required density needed for the improvements
31 described in the Development Permit.

32 **3. Required Development Permit Condition.** In addition to any other condition of
33 approval, the Development Permit shall require the BOEC to execute and deliver to the Town, in
34 a form acceptable to the Town Attorney, a restrictive covenant requiring that the seasonal
35 housing to be constructed by the BOEC on the Property be used only to house employees of the
36 BOEC, and no one else.

DEVELOPMENT AGREEMENT

1 **4. Town Authorization to Submit Development Permit Application.** The Town
2 authorizes the BOEC to submit an application for a development permit that complies with this
3 Agreement.

4 **5. Designation of Site Specific Development Plan.** The Town acknowledges and agrees
5 that the Development Permit will constitute a site specific development plan or, in the
6 alternative, the Town Council, by approving this Agreement, hereby designates the Development
7 Permit as a site specific development plan.

8 **6. Phasing.** The Town approves BOEC’s construction in phases of the improvements to
9 the Property to be made pursuant to the Development Permit.

10 **7. Extended Vested Property Rights.**

11 A. The Town Council has determined that circumstances warrant an extension of the
12 vested property rights period for the Development Permit, and that the health, safety, and
13 general welfare of the Town will be benefited if the vested property rights for the Development
14 Permit are extended as provided in this Agreement.

15 B. Pursuant to its authority under Section 9-1-17-11(K) of the Development Code, the
16 Town Council, on behalf of the Town, agrees that the vested property rights period for the
17 Development Permit shall be a period of eight (8) years beginning with the effective date of this
18 Agreement as described in Section 28 (“**Extended Vesting Period**”). The Extended Vesting
19 Period shall not be affected by any amendments or modifications of the Development Permit
20 that may be approved by the Town during the Extended Vesting Period.

21 **8. Waiver of Certain Fees; Limitation.**

22 A. Pursuant to Section 9-10-9 of the Breckenridge Town Code, and the findings made
23 by the Town Council in the ordinance that approved this Agreement, the Town waives:

- 24 (i) any fees that would normally be required to be paid to the Town in connection with
25 the application for this Agreement;
- 26 (ii) any fee that would normally be required to be paid to the Town in connection with
27 the Development Permit application; and
- 28 (iii) any fee that would normally be required to be paid to the Town in connection with
29 the issuance of a building permit to construct the improvements to the Property to
30 be described in the Development Permit.

31 The fee waivers provided for in this Section do not apply to future development of the Property
32 not covered by the Development Permit.

1 B. The Town waives all water tap fees (called water “**Plant Investment Fees**” under the
2 Town ordinances) for the improvements to the Property to be constructed by the BOEC
3 pursuant to the Development Permit. As required by Section 12-4-9(A) of the Breckenridge
4 Town Code, the Town Council finds that:

5 (i) the BOEC’s development of the Property pursuant to the Development Permit will
6 provide a substantial public benefit as described in Recitals B and C of this
7 Agreement, and that such public benefit justifies the waiver of the Plant Investment
8 Fees; and

9 (ii) sufficient cause for the waiver of the Plant Investment Fees has been demonstrated,
10 and the waiver of the Plant Investment Fees will be in the public interest.

11 The BOEC shall pay for water service delivered by the Town to the Property at the then-current
12 in-Town water rates. Water use on the Property is subject to all rules, regulations and ordinances
13 pertaining to the Town's water utility system, including all future amendments.

14 **9. Application of Other Laws.** Except as provided in Section 24-68-105, C.R.S., and
15 except as specifically provided for herein, the execution of this Agreement shall not preclude the
16 current or future application of municipal, state or federal ordinances, laws, rules or regulations
17 to the real property that is the subject of this Agreement (collectively, “**laws**”), including, but not
18 limited to, building, fire, plumbing, engineering, electrical and mechanical codes, and the
19 Town’s Development Code, Subdivision Standards, Land Use Guidelines, and other land use
20 laws, as the same may be in effect from time to time throughout the term of this Agreement.
21 Any development of the real property that is the subject of this Agreement shall be done in
22 compliance with the then current laws of the Town.

23 **10. Continuing Authority of Town.** Nothing in this Agreement shall preclude or
24 otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but
25 not limited to the Town’s: (i) Development Code; (ii) Master Plan; (iii) Land Use Guidelines;
26 and (iv) Subdivision Standards.

27 **11. Benefits and Burdens Run With Land.** This Agreement shall run with the title to
28 the real property that is the subject of this Agreement and be binding upon and inure to the
29 benefit of the Town and the BOEC, their successors and assigns.

30 **12. Notice of Default.** Prior to any action against the Town for breach of this Agreement,
31 the BOEC shall give the Town a sixty (60) day written notice of any claim by the BOEC of a
32 breach or default by the Town, and the Town shall have the opportunity to cure such alleged
33 default within such time period.

34 **13. Non-Liability of Town.** The Town shall not be responsible for and the BOEC shall
35 have no remedy against the Town if development of the real property which is the subject of this
36 Agreement is prevented or delayed for reasons beyond the control of the Town.

DEVELOPMENT AGREEMENT

1 **14. Further Permits Required.** Actual development of the real property which is the
2 subject of this Agreement shall require the issuance of such other and further permits and
3 approvals by the Town as may be required from time to time by applicable Town ordinances.

4 **15. No Personal Liability.** No official or employee of the Town shall be personally
5 responsible for any actual or alleged breach of this Agreement by the Town.

6 **16. Indemnification.** The BOEC agrees to indemnify and hold the Town, its officers,
7 employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and
8 demands, on account of injury, loss, or damage, including without limitation claims arising from
9 bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss
10 of any kind whatsoever, which arise out of or are in any manner connected with this Agreement,
11 if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in
12 whole or in part by, the negligence or intentional act or omission of the BOEC; any
13 subcontractor of the BOEC, or any officer, employee, representative, or agent of the BOEC or of
14 any subcontractor of the BOEC, or which arise out of any worker's compensation claim of any
15 employee of the BOEC, or of any employee of any subcontractor of the BOEC; except to the
16 extent such liability, claim or demand arises through the negligence or intentional act or
17 omission of the Town, its officers, employees, or agents. The BOEC agrees to investigate,
18 handle, respond to, and to provide defense for and defend against, any such liability, claims, or
19 demands at the sole expense of the BOEC. The BOEC also agrees to bear all other costs and
20 expenses related thereto, including court costs and attorney's fees.

21 **17. Severability.** If any provision of this Agreement shall be invalid, illegal, or
22 unenforceable, it shall not affect or impair the validity, legality, or enforceability of the
23 remaining provisions of the Agreement.

24 **18. Vested Property Right.** This Agreement constitutes a vested property right pursuant
25 to Article 68 of Title 24, Colorado Revised Statutes, as amended.

26 **19. Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute
27 a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless
28 expressly provided for by a written amendment to this Agreement signed by both the Town and
29 the BOEC; nor shall the waiver of any default under this Agreement be deemed a waiver of any
30 subsequent default or defaults of the same type. The Town's failure to exercise any right under
31 this Agreement shall not constitute the approval of any wrongful act by the BOEC, or the
32 acceptance of any improvements.

33 **20. No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall
34 constitute a waiver of the Town's sovereign immunity under any applicable state or federal law.

35 **21. Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action
36 commenced by either Party shall be deemed to be proper only if such action is commenced in

DEVELOPMENT AGREEMENT

1 District Court of Summit County, Colorado. The BOEC expressly waives its right to bring such
2 action in or to remove such action to any other court, whether state or federal. **BOTH PARTIES**
3 **WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY ACTION TO INTERPRET OR ENFORCE THIS**
4 **AGREEMENT.**

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

8
9 If To the Town: Timothy J. Gagen, The Town Manager
10 The Town of Breckenridge
11 P.O. Box 168
12 Breckenridge, CO 80424
13

14
15 With A Copy (which
16 shall not constitute
17 notice to the Town) to: Timothy H. Berry, Esq.
18 The Town Attorney
19 P.O. Box 2
20 Leadville, CO 80461
21

22 If To the BOEC: Director
23 Breckenridge Outdoor Education Center
24 P.O. Box 697
25 Breckenridge, CO 80424
26

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

31
32 **23. Entire Agreement.** This Agreement constitutes the entire agreement and
33 understanding between the Parties relating to the subject matter of this Agreement and
34 supersedes any prior agreement or understanding relating to such subject matter.

35 **24. Governing Law.** This Agreement shall be interpreted in accordance with the laws of
36 the State of Colorado without regard to its conflict of laws rules that might require it to be
37 interpreted in accordance with the laws of any state other than the State of Colorado.

38 **25. Required Notice.** Within fourteen (14) days following the final adoption of the
39 ordinance approving this Development Agreement, the Town Clerk shall cause to be published

DEVELOPMENT AGREEMENT

1 one time in a newspaper of general circulation within the Town a notice satisfying the
2 requirements of Section 9-9-13 of the Development Code

3 **26. Recording.** This Agreement **SHALL BE RECORDED** in the office of the Clerk and
4 Recorder of Summit County, Colorado.

5 **27. Costs.** The costs of publication of the Notice as described in Section 25, above, and
6 the cost of recording this Agreement as described in Section 26, above, shall be paid by the
7 BOEC.

8 **28. Effective Date.** The effective date of this Agreement shall be the date that the Town
9 Council ordinance approving this Agreement becomes effective as provided in the Breckenridge
10 Town Charter.

TOWN OF BRECKENRIDGE

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Helen Cospolich
Town Clerk

11
12

1 STATE OF COLORADO)
2) ss.
3 COUNTY OF SUMMIT)
4

5 The foregoing instrument was acknowledged before me this ____ day of
6 _____, 2014 by Timothy J. Gagen, Town Manager, and Helen Cospolich,
7 Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.
8

9 WITNESS my hand and official seal.

10
11 My commission expires: _____.
12
13
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16

17 _____
18 Notary Public

19 BRECKENRIDGE OUTDOOR EDUCATION CENTER,
20 a Colorado nonprofit corporation
21

22
23 By: _____
24

25 Name: _____
26

27 Title: _____
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STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ___ day of
_____, 2014, by _____, as
_____, of Breckenridge Outdoor Education Center, a
Colorado nonprofit corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

DEVELOPMENT AGREEMENT

M E M O

TO: Town Council
FROM: Michael Mosher, Planner III, Community Development
RE: Hotel Breck, LLC, Michael O’Conner, Development Agreement First Reading
DATE: June 4, 2014 (for June 10, 2014 Town Council Worksession)

Hotel Breck, LLC, in conjunction with The Village at Breckenridge Acquisition Corp., Inc., has a Development Agreement and a related Development Permit application submitted to Community Development that proposes to remove the existing Breckenridge Mountain Lodge buildings and construct a new hotel on Lot 3, Breckenridge Mountain Lodge Subdivision.

Michael O’Conner, Triumph Development, as applicant, last reviewed this proposal at a cursory level with the Town Council on May 13, 2014 at the Town Council Worksession. The Council was comfortable with the proposal with the exception of; the proposed public benefit. All felt the monetary amount could be larger; concern was expressed over the parking requirement; ovens were to prohibited in all units; and a hotel shuttle was to be a required amenity.

Hotel Breck, LLC has now submitted a complete Development Agreement Application pursuant to the Code. A revised Development Agreement for First Reading is attached for your review which addresses the issues above that you expressed concerns about.

The applicant is seeking to authorize (Changes from the May 13th memo are in **Bold**):

- A transfer of development rights (TDR) of up to **25 SFEs** to the property without incurring any negative points. (This was previously 21 SFEs.)
- An increase in the mass bonus for amenities from 200%, provided for in subsection 9-1-19:24 (Relative): D of the Development Code ("Code") to 400% without incurring any negative points.
- A reduction in the required parking, pursuant to a recommendation by an independent third party consultant of 0.74 spaces per room, though the proposed development is less than the required 100,000 square feet per section 9-3-8: Off Street Parking Requirement: D, of the Off Street Parking Regulations.
- The proposed project be reviewed as a “Hotel/Lodge/Inn” with one SFE = 1,380 square feet, rather than “All other residential (including apartment and condo hotel)” where one SFE = 1,200 square feet under the Town Development Code for purposes of allowable density and calculation of desired TDRs.
- The proposed public benefit for this agreement would be:
 1. A payment to the Breckenridge Arts District of \$10,000 to be applied toward a project mutually agreed by the Town and Buyer.
 2. **Landscaping and access improvements to the trail easement along the southern edge of the property.**
 3. **Applicant to install landscaping improvements to the sizeable CDOT and Town of Breckenridge right-of-way in front of the property with a value of up to \$10,000.**

We welcome any additional comments and request that the Council decide how it wishes to proceed with respect to the proposed Hotel Breck, LLC Development Agreement, First Reading.

Breckenridge Mountain Lodge – 600 S. Ridge Street
Proposed Development Agreement Narrative & Description of Commitments
June 4, 2014

Proposed Project Outline:

- Redevelopment of the shuttered Breckenridge Mountain Lodge at 600 S. Ridge Street
- Project to be entitled through the Town of Breckenridge by Development Agreement, amendment to the current Breckenridge Mountain Lodge Master Plan, and Class A Development Permit
- Development plan, premium 133-room extended-stay hotel with approximately 1200 square feet of retail
- Customized architecture and interior design to fit the Town of Breckenridge
- Major hotel flag such as Marriott Residence Inn for access to the international reservation system
- Upscale hotel amenities such as oversized hearth-room with lobby bar, ski concierge and storage, exercise room and outdoor pool and hot tubs, and small ski shop.

Proposed Development Agreement Terms:

- Transfer Development Rights (TDR)
 - The 1998 Breckenridge Mountain Lodge (BML) Area Master Plan transferred significant density to the Main Street Junction townhome project to the south and limited the density of the BML to the existing square footage, plus one Single Family Equivalent (“SFE”). We calculate the current of the density as 33,885 square feet and 28.6 SFEs onsite today + 1 additional SFE allowed by the current Master Plan.
 - The Applicant requests authorization from the Council to purchase the desired TDRs through the Upper Blue TDR Program.
 - The Applicant proposes to transfer density back to the BML that approximates the total density allowed by the underlying zoning (Land Use District 18-2 which allows up to 52.76 SFE’s for the site).
- Additional Amenity Mass
 - To provide upgraded hotel amenities outlined above, the applicant requests authorization to build additional amenity mass of no more than 400% of the

allowed mass of that permitted by the Development Code under Policy 3, Relative, Mass, during the planning review process.

- Allow a Modified Parking Requirement with a study prepared by a qualified parking consultant though the project is less than 100,000 square feet in size per section 9-3-8: Off Street Parking Requirement.
 - Hotel operations in Breckenridge and other mountain resort communities provide evidence of a parking demand that is less than that required by Town of Breckenridge Code.
 - Due to the site’s walking proximity to Main Street and the ski resort, the planned hotel shuttle, and the established transportation network with Denver International Airport and the front range, the Applicant believes this project is an excellent candidate for a parking reduction.
 - The Applicant request authorization to build at a ratio of approximately 0.74 parking spaces per unit, plus approximately 1 spaces per 400 square feet of commercial space based on a report from an independent third party consultant report.
 - The Applicant proposes to develop a Parking Management Plan to address how the project will deal with high parking demand days requiring overflow parking.
- “Hotel/Lodge/Inn” Residential Land Use Reclassification
 - The Applicant’s planned hotel will be a hotel in all ways, including ownership of the entire property by one entity, no individually owned condominiums, a long-term franchise agreement with a major flag, all rooms available to rent to the general public through a national reservation system, 24-hour front desk, daily housekeeping, and the hotel amenities outlined above
 - Per the Town of Breckenridge Code, the deciding factor in what is classified as a “Hotel/Lodge/Inn” versus “Condominium Hotel” is the presence of a kitchen rather than the individual ownership of the units and factors outlined above
 - Brand standards for an extended-stay hotel require a small kitchen in each room
 - Applicant request that the proposed project be reviewed as a “Hotel/Lodge/Inn” with one SFE = 1,380 square feet rather than “Condominium Hotel” with one SFE = 1,200 square feet under the Town development code for purposes of allowable density and calculation of required TDRs
- Developer Commitment
 - Applicant proposes a payment to the Breckenridge Arts District of \$10,000 to be applied toward a project of the Town’s and Applicant’s mutual approval

- Applicant will provide upgrades to the trail easement to the south of the property.
- Applicant will design and provide improvements the landscaping in the right-of-way in front of the property valued at \$10,000, subject to Town and CDOT approval.
- Applicant will enable the Town of Breckenridge and Summit County to protect more than 400 acres of backcountry open space with more than \$1,000,000 in TDRs through the Upper Blue TDR program.

1 **FOR WORKSESSION/FIRST READING – JUNE 10**

2
3 COUNCIL BILL NO. _____

4
5 Series 2014

6
7 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH THE VILLAGE
8 AT BRECKENRIDGE ACQUISITION CORP., INC., A TENNESSEE CORPORATION, AND
9 HOTEL BRECK, LLC, A DELAWARE LIMITED LIABILITY COMPANY
10 (Lot 3, Breckenridge Mountain Lodge Area Subdivision)

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

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

17
18 A. The Village At Breckenridge Acquisition Corp., Inc., a Tennessee corporation
19 (“**Owner**”), is the owner of Lot 3, Breckenridge Mountain Lodge Area Subdivision, as shown on
20 the plat recorded April 12, 1999 under Reception No. 592529, Summit County, Colorado
21 (“**Property**”).

22
23 B. Owner and Hotel Breck, LLC, a Delaware limited liability company (“**Buyer**”),
24 are under contract for a potential sale of the Property for Buyer to develop as a branded hotel (the
25 “**Project**”).

26
27 C. The Property is subject to the 1998 Breckenridge Mountain Lodge (BML) Area
28 Master Plan approved by the Breckenridge Town Council on August 25, 1998, notice of which
29 approval was recorded February 4, 2000, at Reception No. 616575 of the Summit County,
Colorado records (the “**Master Plan**”).

30
31 D. The Master Plan currently provides for a total density on the Property of 29.6
single family equivalents (“**SFEs**”).

32
33 E. As owner of the Property, Owner has the right to authorize Buyer to propose
amendments to the Master Plan.

34
35 F. Pursuant to Chapter 9 of Title 9 of the Breckenridge Town Code the Town
36 Council has the authority to enter into a development agreement. Further, in connection with a
37 Master Plan amendment, there is no process in the Town’s Development Code for approval of
38 density in excess of that recommended by an existing Master Plan and the transfer of density
39 pursuant to a certificate of development rights (“**TDRs**”) issued pursuant to the
40 Intergovernmental Agreement concerning transfer of development rights between the Town and
41 Summit County, Colorado (“**IGA**”), and, therefore, a development agreement provides a means
42 for such an approval and transfer.

1 G. In order for Buyer to develop the Property in a manner that will permit the
2 operation of a hotel with limited retail, density up to a total of 54.6 SFEs of density may be
3 required and an amendment to the Master Plan and authorization to use TDRs representing up to
4 25.00 additional SFEs to accommodate such density will be required.

5 H. In connection with the future development of the Property, it has been agreed that
6 there should be an amendment to the Master Plan to authorize an increase in the 200% multiplier
7 for amenity space as provided for in Subsection (D) of Section 9-1-19-24R (Social Community)
8 of the Breckenridge Town Code to 400% in order to further encourage meeting and conference
9 facilities or recreation and leisure amenities.

10 I. Although the Project is a mixed use development containing less than one
11 hundred thousand (100,000) square feet, the Town's Planning Commission ("**Planning**
12 **Commission**") is authorized to apply the off-street parking requirements of Section 9-3-8(D) of
13 the Breckenridge Town Code, and to approve, if the written analysis described below is found to
14 be acceptable, a reduction in the parking requirement for the Project to approximately 0.74
15 parking spaces per hotel room, plus approximately 1 space per 400 square feet of commercial
16 space, based on a written analysis to be paid for by the Buyer and prepared by a qualified
17 parking consultant.

18 J. The hotel room units within the Project will contain small kitchens, but the
19 Project is proposed to be operated in all respects a true hotel. Because the Town has determined
20 that the Project is in fact a hotel regardless of the existence of small kitchens in each room, the
21 Planning Commission is authorized and directed to define the Project as a "Hotel/Lodge/Inn"
22 pursuant to Section 9-1-5 of the Breckenridge Town Code and therefore use a multiplier of 1,380
23 square feet per SFE to calculate allowable density.

24
25 K. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council
26 has the authority to enter into a development agreement.

27
28 L. Buyer, with Owner's consent, has submitted to the Town a completed
29 application for a development agreement.

30
31 M. A proposed development agreement between the Town, Owner, and Buyer has
32 been prepared, a copy of which is marked Exhibit "A", attached hereto and incorporated herein
33 by reference ("**Development Agreement**").

34
35 N. The Town Council had a preliminary discussion of Buyer's application and the
36 proposed Development Agreement as required by Section 9-9-10(A) of the Breckenridge Town
37 Code.

38
39 O. The Town Council determined that Buyer's request for a development agreement
40 need not be referred to the Breckenridge Planning Commission for its review and
41 recommendation.

42
43 P. The Town Council has reviewed the Development Agreement.
44

1 Q. The approval of the Development Agreement is warranted in light of all relevant
2 circumstances.

3
4 R. The procedures to be used to review and approve a development agreement are
5 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
6 Chapter have substantially been met or waived in connection with the approval of the
7 Development Agreement and the adoption of this ordinance.

8
9 Section 2. Approval of Development Agreement. The Development Agreement between
10 the Town, The Village At Breckenridge Acquisition Corp., Inc., a Tennessee corporation, and
11 Hotel Breck, LLC, a Delaware limited liability company (Exhibit "A" hereto) is approved, and
12 the Town Manager is authorized, empowered, and directed to execute such agreement for and on
13 behalf of the Town of Breckenridge.

14
15 Section 3. Notice of Approval. The Development Agreement must contain a notice in the
16 form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
17 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code must be
18 published by the Town Clerk one time in a newspaper of general circulation in the Town within
19 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
20 Section 24-68-103, C.R.S.

21
22 Section 4. Police Power Finding. The Town Council finds, determines, and declares that
23 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
24 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
25 the inhabitants thereof.

26
27 Section 5. Authority. The Town Council finds, determines, and declares that it has the
28 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
29 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
30 Charter.

31
32 Section 6. Effective Date. This ordinance shall be published and become effective as
33 provided by Section 5.9 of the Breckenridge Town Charter.

34
35 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
36 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
37 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
38 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
39 Town.

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TOWN OF BRECKENRIDGE

By _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

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Exhibit A

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

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is made as of the ___ day of _____, 2014 among the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the “**Town**”), THE VILLAGE AT BRECKENRIDGE ACQUISITION CORP., INC., a Tennessee corporation authorized to do business in Colorado (the “**Owner**”), and HOTEL BRECK, LLC, a Delaware limited liability company authorized to do business in Colorado (the “**Buyer**”).

Recitals

A. Owner is the owner of Lot 3, Breckenridge Mountain Lodge Area Subdivision, as shown on the plat recorded April 12, 1999 under Reception No. 592529, Summit County, Colorado (“**Property**”).

B. Owner and Buyer are under contract for a potential sale of the Property for Buyer to develop as a branded hotel (the “**Project**”).

C. The Property is subject to the 1998 Breckenridge Mountain Lodge (BML) Area Master Plan approved by the Breckenridge Town Council on August 25, 1998, notice of which approval was recorded February 4, 2000, at Reception No. 616575 of the Summit County, Colorado records (the “**Master Plan**”).

D. The Master Plan currently provides for a total density on the Property of 29.6 single family equivalents (“**SFEs**”)¹.

E. As owner of the Property, Owner has the right to authorize Buyer to propose amendments to the Master Plan, as provided in this Agreement.

F. Pursuant to Chapter 9 of Title 9 of the Breckenridge Town Code the Town Council has the authority to enter into a Development Agreement. Further, in connection with a Master Plan amendment, there is no process in the Town’s Development Code for approval of density in excess of that recommended by an existing Master Plan and the transfer of density pursuant to a certificate of development rights (“**TDRs**”) issued pursuant to the Intergovernmental Agreement concerning transfer of development rights between the Town and Summit County, Colorado (“**IGA**”), and, therefore, a development agreement provides a means for such an approval and transfer.

¹ The Master Plan provides that the allowed density on the Property is equal to the existing density, plus one additional SFE. Based upon the existing survey of the Property the parties agree that there are 28.6 existing SFEs. As such, the current allowed density on the Property is 28.6 SFEs + 1 SFE = 29.6 SFEs.

G. In order for Buyer to develop the Property in a manner that will permit the operation of a hotel with limited retail, density up to a total of 54.6 SFEs may be required and an amendment to the Master Plan and authorization to use TDRs representing up to 25.00 additional SFEs to accommodate such density will be required.

H. In connection with the future development of the Property, it has been agreed that there should be an amendment to the Master Plan to authorize an increase in the 200% multiplier for amenity space as provided for in Subsection (D) of Section 9-1-19-24R (Social Community) of the Breckenridge Town Code to 400% in order to further encourage meeting and conference facilities or recreation and leisure amenities.

I. Although the Project is a mixed use development containing less than one hundred thousand (100,000) square feet, the Town's Planning Commission ("**Planning Commission**") is authorized to apply the off-street parking requirements of Section 9-3-8(D) of the Breckenridge Town Code, and to approve, if the written analysis described below is found to be acceptable, a reduction in the parking requirement for the Project to approximately 0.74 parking spaces per hotel room, plus approximately 1 space per 400 square feet of commercial space, based on a written analysis to be paid for by the Buyer and prepared by a qualified parking consultant.

J. The hotel room units within the Project will contain small kitchens, but the Project is proposed to be operated in all respects as hotel. Because the Town has determined that the Project is in fact a hotel regardless of the existence of small kitchens in each room, the Planning Commission is authorized and directed to define the Project as a "Hotel/Lodge/Inn" pursuant to Section 9-1-5 of the Breckenridge Town Code and therefore use a multiplier of 1,380 square feet per SFE to calculate allowable density.

K. As the commitments encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, Buyer has proposed the following:

1. A payment to the Breckenridge Arts District of \$10,000 to be applied toward a project mutually agreed by the Town and Buyer.
2. Landscaping and access improvements to the trail easement along the southern edge of the property.
3. Installation by Buyer of landscaping and public art in the Town or CDOT rights of way having a value of up to \$10,000.

L. The Town Council has received a completed application and all required submittals for a development agreement, had a preliminary discussion of the application and this Agreement, determined that it should commence proceedings for the approval of this Agreement and, in accordance with the procedures set forth in Section 9-9-10(C) of the Breckenridge Town Code, has approved this Agreement by non-emergency ordinance

Agreement

1. Upon: (a) final approval of (i) the transfer of up to 25.00 additional TDRs that will allow for a total of a maximum of 54.6 SFEs of density on the Property, (ii) a Class A Development Permit amending the Master Plan to allow for such additional density (the “**Master Plan Amendment**”), and (iii) a Class A Development Permit for the Property acceptable to Buyer and Owner allowing for the development of the Property utilizing up to the additional 25.00 SFEs of density for retail and a Hotel/Lodge/Inn (as provided for in the Town Code) at 1,380 square feet of density per SFE (the “**Permit**”); and (b) the passage of any time periods within which any referendums, appeals or other challenges to such approvals must be brought, without any such referendums, appeals or other challenges having been filed, commenced or asserted, Buyer shall: (A) pay \$10,000 to the Breckenridge Arts District to be applied toward a project mutually agreed by the Town and Buyer, (B) enter into an agreement with the Town for the proposed trail improvements, (C) install landscaping and public art in the Town or CDOT rights of way having a value of up to \$10,000, and (D) pursuant to the terms of the IGA, pay the then-current price per TDR for each TDR required to support the total density authorized by the Permit.

2. Pursuant to Subsection (I)(2) of Section 9-1-19-39A (Master Plan) of the Breckenridge Town Code, the Planning Commission is hereby authorized and directed to review and approve, if appropriate, subject to compliance with all other applicable development policies of the Town, an application for the Master Plan Amendment providing for a maximum of 54.6 SFEs of density on the Property (the existing 29.6 SFEs, plus an additional 25.0 SFEs to be transferred to the Property).

3. Upon approval of the Master Plan Amendment and the Permit, the transfer to the Property of up to an additional 25.00 TDRs pursuant to the terms of the IGA may be processed and paid for.

4. In connection with the future development of the Property, negative points shall not be assessed under Section 9-1-19-24R (Social Community) of the Breckenridge Town Code for meeting and conference facilities or recreation and leisure amenities over and above that required in Section 9-1-19-24A (The Social Community) of the Breckenridge Town Code if the facilities or amenities are legally guaranteed to remain as meeting and conference facilities or recreation and leisure amenities and they do not equal more than 400% of the area required under said Section 9-1-19-24A of the Breckenridge Town Code.

5. Although the Project is a mixed use development containing less than one hundred thousand (100,000) square feet of interior space, the Planning Commission is authorized and directed to apply the provisions of Section 9-3-8(D) of the Breckenridge Town Code, and to approve, if the written analysis described below is found to be acceptable, a reduction in the parking requirement for the Project to approximately 0.74 parking spaces per hotel room, plus approximately 1 space per 400 square feet of commercial space, based on a written analysis to be paid for by the Buyer and prepared by a qualified parking consultant. As part of the parking analysis, Buyer will include a proposed parking management plan for the Project that outlines how the Project will deal with high-demand parking days that require overflow parking. The

Permit shall contain a condition that the Buyer execute and record a restrictive covenant, acceptable in form and substance to the Town Attorney, requiring the Buyer in perpetuity to: (i) implement a parking plan, acceptable to the Town, for those high-demand parking days that require overflow parking; and (ii) operate a hotel shuttle vehicle for the benefit of the hotel guests.

6. The Planning Commission is hereby authorized and directed, notwithstanding the provisions of Section 9-1-5 of the Breckenridge Town Code, to review the Project as a “Hotel/Lodge/Inn” and therefore use a multiplier of 1,380 square feet per SFE to calculate allowable residential density for the Project.

7. The Development Permit shall contain a condition that the Buyer execute and record a restrictive covenant, acceptable in form and substance to the Town Attorney, prohibiting the installation of ovens in the kitchens to be located within the guest rooms of the Project.

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

9. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to the Town’s: (i) Development Code, (ii) Master Plan, (iii) Land Use Guidelines and (iv) Subdivision Standards.

10. This Agreement shall run with title to the Property and be binding upon and inure to the benefit of Town, Owner and Buyer, their successors and assigns, provided, however, that, if the conditions set forth in paragraph 1 above all have not been met at the time that the Purchase and Sale Agreement for the purchase of the Property by Buyer from Owner is terminated for any reason, then Owner may terminate this Agreement by notice to the Town and, after such notice is given by Owner, a notice of termination of this Agreement may be recorded in the office of the Clerk and Recorder of Summit County, Colorado. Upon the date that Buyer takes title to the Property, Owner shall be released from this Agreement and from all obligations hereunder and shall have no further rights hereunder, and all references to Owner, and to Owner and Buyer collectively, shall be changed to Buyer only.

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

12. The Town shall not be responsible for and neither the Owner nor the Buyer shall have any remedy against the Town if development of the Property is prevented or delayed for reasons beyond the control of the Town.

13. Actual development of the Property shall require the issuance of such other and further permits and approvals by the Town as may be required from time to time by applicable Town ordinances.

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

15. Buyer agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with such benefits under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent or wrongful intentional act or omission of Buyer, any subcontractor of Buyer, or any officer, employee, representative, or agent of Buyer or of any subcontractor of Buyer, or which arise out of any worker's compensation claim of any employee of Buyer, or of any employee of any subcontractor of Buyer; except to the extent such liability, claim or demand arises through the negligent or intentional act or omission of Town, its officers, employees, or agents. Buyer agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands to which Buyer's indemnification obligations hereunder apply, at the sole expense of the Buyer. Buyer also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

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

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

18. Within fourteen (14) days following the final adoption of the ordinance approving this Development Agreement, the Town Clerk shall cause to be published one time in a newspaper of general circulation within the Town a notice satisfying the requirements of Section 9-9-13 of the Development Code. The costs of publication of such notice shall be paid by the Buyer.

19. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by Town, Owner and Buyer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under

this Agreement shall not constitute the approval of any wrongful act by the Owner or Buyer or the acceptance of any improvements.

20. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado. The cost of recording this Agreement shall be paid by Buyer.

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

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

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

If To The Town: Timothy J. Gagen, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

With A Copy (which shall not constitute notice to the Town) to: Timothy H. Berry, Esq.
Town Attorney
P.O. Box 2
Leadville, CO 80461

If To The Owner: Alex Iskenderian
Vail Resorts Development Company
137 Benchmark Road
P.O. Box 959
Avon, CO 81620

With A Copy (which shall not constitute notice) to: Stephen C. West, Esq.
West Brown, P.C.
P.O. Box 588
Breckenridge, CO 80424

With A Copy (which shall not constitute notice) to: Vail Resorts Management Company
137 Benchmark Road
P.O. Box 959
Avon, CO 81620

Attn: Legal Department

If to the Buyer :

Michael O'Connor
Triumph Development, LLC
12 Vail Road – Suite 700
Vail, CO 81657

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

Gregory W. Perkins, Esq.
Wear Travers Perkins LLC
97 Main Street, Suite E202
Edwards, CO 81632

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

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

25. This Agreement shall be interpreted in accordance with the laws of the State of Colorado without regard to its conflict of laws rules that might require it to be interpreted in accordance with the laws of any state other than the State of Colorado.

26. The effective date of this Agreement shall be the date that the Town Council ordinance approving this Agreement becomes effective as provided in the Breckenridge Town Charter.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

Attest:

Town Clerk

By: _____
Timothy J. Gagen, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2014
by Timothy J. Gagen as Town Manager and _____ as _____ Town
Clerk of the Town of Breckenridge.

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

Notary Public

THE VILLAGE AT BRECKENRIDGE
ACQUISITION CORP., INC. a Tennessee
corporation authorized to do business in Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2014
by _____ as _____ of THE VILLAGE AT BRECKENRIDGE
ACQUISITION CORP., INC., a Tennessee corporation authorized to do business in Colorado.

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

Notary Public

HOTEL BRECK, LLC, a Delaware limited liability company authorized to do business in Colorado

By: _____
_____, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2014 by _____ as a Manager of Hotel Breck, LLC, a Delaware limited liability company authorized to do business in Colorado.

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

Notary Public



MEMORANDUM

TO: Town Council

FROM: Michael Mosher, Planner III

DATE: May 20, 2014 for meeting of June 10, 2014

SUBJECT: First Reading: Landmarking the Brown Hotel, 208 North Ridge Street

Enclosed with this memo is a landmarking ordinance at first reading for the Brown Hotel located at 208 North Ridge Street. The ordinance is:

An Ordinance Designating Certain Real Property
As A Landmark Under Chapter 11 Of Title 9 Of The Breckenridge Town Code
(Lot 6, Abbett Addition)

The Town Council approved the Brown Hotel and Stable Restoration and Renovation (PC#2012005) on June 25, 2013. Landmarking the structures was a condition of Development Permit approval, which included the restoration of the historic building. The Planning Commission approved this project on June 18, 2013 and recommended that the Town Council adopt this structure as a local landmark. This ordinance will fulfill the landmarking condition of approval for the Development Permit.

Staff notes this property fulfilled seven of the required criteria for locally landmarking. A minimum of three criteria must be met. Staff will be available at the meeting for questions.

1 ***FOR WORKSESSION/FIRST READING – JUNE 10***

2
3 COUNCIL BILL NO. ____

4
5 Series 2014

6
7 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
8 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
9 (Lot 6, Abbett Addition)

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

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

16
17 A. Michael R. Cavanaugh owns the hereinafter described real property. Such
18 real property is located within the corporate limits of the Town of Breckenridge, County
19 of Summit and State of Colorado.

20
21 B. Michael R. Cavanaugh filed an application with the Town pursuant to
22 Chapter 11 of Title 9 of the Breckenridge Town Code seeking to have the Town
23 designate the hereinafter described real property as a landmark (“**Application**”).

24
25 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
26 the Breckenridge Town Code in connection with the processing of the Application.

27
28 D. The improvements located on hereinafter described real property are more
29 than fifty (50) years old.

30
31 E. The hereinafter described real property meets the “architectural” designation
32 criteria for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town
33 Code because the property:

- 34
35 (i) exemplifies specific elements of architectural style or period;
36 (ii) is of a style particularly associated with the Breckenridge area;
37 (iii) represents a built environment of a group of people in an era of history;
38 and
39 (iv) is a significant historic remodel.

40
41 F. The hereinafter described real property meets the “social” designation criteria
42 for a landmark as set forth in Section 9-11-4(A)(1)(b) of the Breckenridge Town Code
43 because the property is associated with a notable person or the work of a notable person.
44

1 G. The hereinafter described real property meets the “physical integrity” criteria
2 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code
3 because:

- 4
- 5 (i) the property shows character, interest or value as part of the development,
6 heritage or cultural characteristics of the community, region, state or
7 nation; and
 - 8 (ii) the property retains original design features, materials or character.
- 9

10 H. In accordance with the requirements of Section 9-11-3(B)(3) of the
11 Breckenridge Town Code, on June 18, 2012 the Application was reviewed by the
12 Breckenridge Planning Commission. On such date the Planning Commission
13 recommended to the Town Council that the Application be granted.

14

15 I. The Application meets the applicable requirements of Chapter 11 of Title 9 of
16 the Breckenridge Town Code, and should be granted without conditions.

17

18 J. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
19 approval of an application for landmark designation under Chapter 11 of Title 9 of the
20 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.

21

22 Section 2. Designation of Property as Landmark. The following described real
23 property:

24

25 Lot 6, Abbett Addition to the Town of Breckenridge; commonly known and
26 described as 208 North Ridge Street, Breckenridge, Colorado 80424

27

28 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
29 Code.

30

31 Section 3. Police Power Finding. The Town Council finds, determines and declares that
32 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
33 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
34 the inhabitants thereof.

35

36 Section 4. Town Authority. The Town Council finds, determines and declares that it has
37 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
38 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
39 Charter.

40

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

43

44 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
45 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
46 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

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_____, 2014, 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:

Helen Cospolich
Town Clerk

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: June 4, 2014

Re: Planning Commission Decisions of the June 3, 2014, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF June 3, 2014:

CLASS C APPLICATIONS:

None.

CLASS B APPLICATIONS:

None.

CLASS A APPLICATIONS:

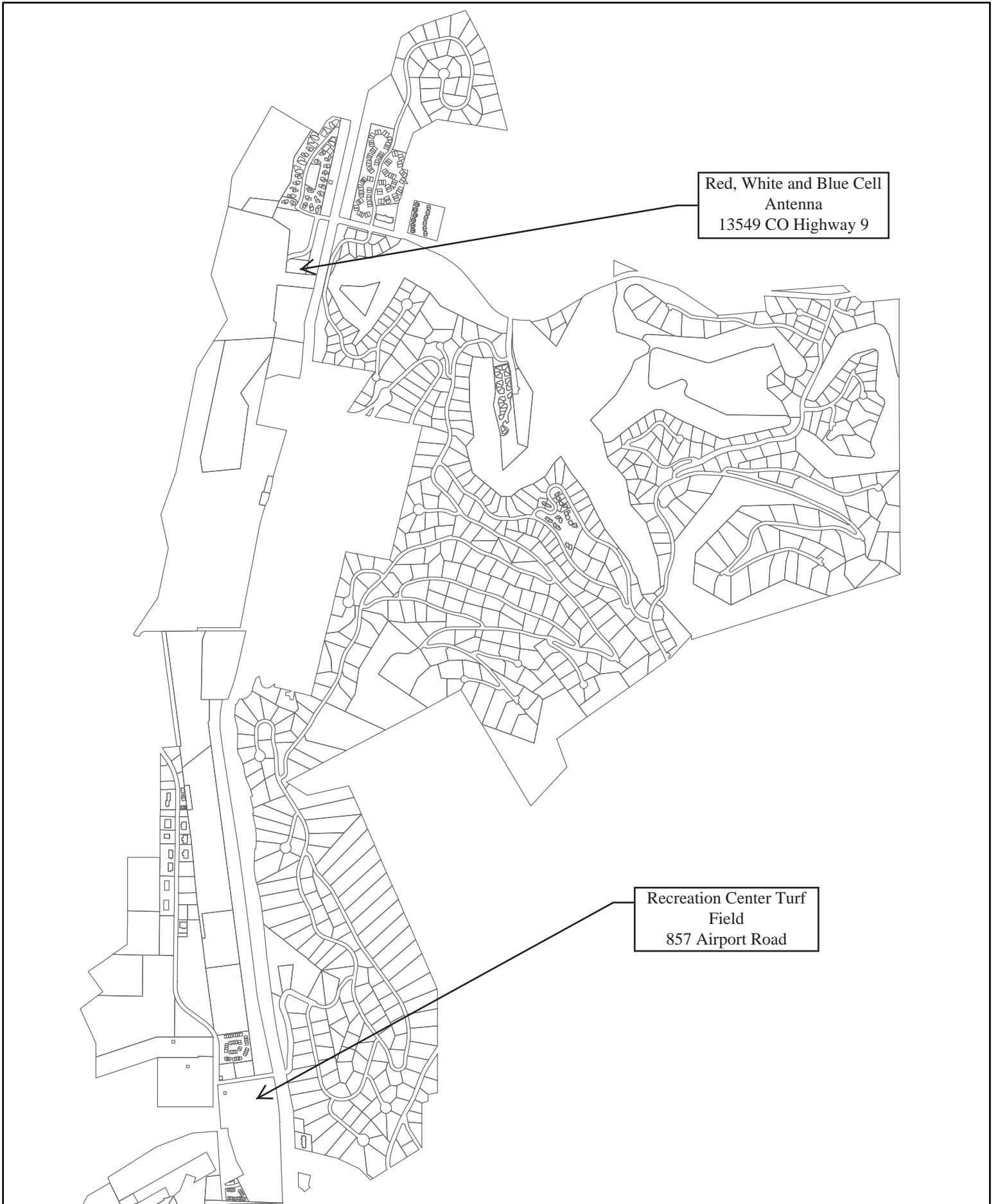
1) Red, White and Blue Cell Antenna (MGT) PC#2014042, 13549 CO Highway 9
Expand the existing cupola (increase size from 7' x 7' (49 sq. ft.) to 12.5' x 12.5' (156 sq. ft.) and increase height by 5') at the North Station of Red, White and Blue Fire to accommodate 12 flush mounted panel antennas. Install new windows and trim to match existing, and relocate the fire department's antennas to the new cupola. Enclose Verizon equipment in a new 12' x 28' (336 sq. ft.) equipment shelter. Exterior trim and shingles will match existing. Approved.

TOWN PROJECT HEARINGS:

1) Rec Center Turf Field (SG) PC#2014043, 857 Airport Road
Replace the existing grass sports field with a new artificial turf field. Recommendation that the Town Council approve.

OTHER:

None.



Red, White and Blue Cell
Antenna
13549 CO Highway 9

Recreation Center Turf
Field
857 Airport Road



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Breckenridge North

PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Jim Lamb Eric Mamula Kate Christopher
Gretchen Dudney Dave Pringle arrived at 7:22pm
Ben Brewer, Town Council liaison
Dan Schroder was absent.

APPROVAL OF AGENDA

With no changes, the June 3, 2014, Planning Commission Agenda was approved as presented. Ms. Puester noted that Ben Brewer may be late; he is on his way from Denver and Mr. Pringle will be arriving late.

APPROVAL OF MINUTES

With no changes, the May 20, 2014, Planning Commission Minutes were approved as presented.

WORKSESSIONS:

1) Condo-Hotel Definitions (JP)

Ms. Puester presented. The condo-hotel topic is on the Planning Commission Top Ten list. The Commission and Town Council have had numerous discussions on the topic. In October 2013, the Planning Commission held a field trip to view condo-hotels in Town. On November 12, a joint work session was held between the Commission and Town Council where they discussed a code revision to address two general issues with the policy. The first relates to existing condo-hotel structures and requests received by the Planning Department to convert unused space to deed restricted employee housing rentals. This topic was supported by a majority of the Commission on January 21 and the Town Council on February 11. The second issue, which remains unresolved, relates to applications for new, smaller condo-hotels, and their ongoing ability to comply with the current definition which entitles them to a density bonus and density multipliers.

The definition and code section is over 30 years old. Things have changed and this code section needs updating. Staff would like to hear from the Commission regarding any other concepts that may address concerns raised regarding the continued future incentivizing of hot beds. Staff has a few questions to get the conversation going:

- Did the Commission support modifying the condo-hotel definition to establish a minimum threshold of 50 units in order to qualify as a condo-hotel and therefore be entitled to a density bonus?
- Would the Commission be supportive of a separate definition for smaller developments (under 50 units) that would consider a condo-hotel use for timeshare projects?
- Would the Commission support a requirement that a covenant be recorded against condo-hotel properties that would require any future conversion of a condo-hotel to a use which would need more density, to cause the property owner to make up the difference of the bonus received under condo-hotel multiplier via a transfer of development rights (TDRs)?
- Are there other avenues that the Commission would like to explore or recommend to further ensure that condo-hotels are used as "hot beds", such as a shuttle service?
- Did the Commission find that any of the other features required in the definition of condo-hotel?

Commissioner Questions / Comments:

Mr. Lamb: How did we come up with the number of 50 again? (Ms. Puester: We looked at what's out there now and what is not meeting the current definition. But there isn't any major science to this number. It is a combination of services not being there and not having the condo-hotel

function per current code.)

Ms. Dudney: When we went on the field trip we saw that there weren't certain services like a front desk but we couldn't clearly tell if they had "hot beds". Has there been a study on this? (Ms. Puester: You are getting the density bonus with a condo-hotel because you are providing all the additional services required per the current definition, that needs a change. Because of the full functions of the property you would be getting the bonus.) I thought the town gave this credit because they wanted the beds, some manifestation of a facility that would provide economic viability of the town, not necessarily services. I think the Council wants turnover not the services.

Mr. Lamb: I agree with Ms. Dudney. I don't know if a front desk creates hot beds; how do we determine this?

Mr. Mamula: The crux of the issue is ownership between Condos and hotels.

Mr. Lamb opened to Public Comment:

Mr. Steve West: When the code was written The Village was starting to develop mostly as condos and everybody said what we need is hot beds, beds that will turn. So the code was written to encourage hotels. The idea was back then that the 900 sq. ft. unit was set artificially low and then they went to the 1200 sq. ft. unit to create them more hotel-like. If the beds are just as hot, I don't think anyone has ever built a condo project so everyone figured out a way to build a front desk to be able to meet the condo-hotel units. Everyone knows that these are really not working with the definition. If the issue is really hot beds, then it is worth finding out if the fake condo-hotels have just as many hot beds as the fully functioning condo-hotels. I don't know of a regulation that allows multiple property management companies that mandated single companies versus multiple property management. There are only a couple of on-site management in this town. So I think it would be good to get the history and the goals for this so that the sq. footage is set correctly. The 900 sq. ft. was more of a penalty so that they could get more units that could be rentals. We should get more facts. If you do this and one of those buildings burn down, then they can only build 900 sq. ft. units? (Mr. Mamula: No, because the code would allow them to rebuild like units.) More covenants are not going to solve the problem. We should try to get it right.

Mr. Jack Wolfe, developer of condo-hotels: I would prefer to see incentivizing the smaller projects. I developed Main Street Junction with 36 units; with the Town's help we were able to move some of the critical mass needs to Main Street Station like the desk, VRBO is a big deal but doesn't need a front desk. The declarant does not own the front desk at Main Street Station, when you have a VRBO and they run out of towels they go down to the front desk and ask for linens. Today, our code was set up to be flexible, why not allow a VRBO type of front desk service that is automated where there is a place to pick up my card key and directions. We should allow a substitution of old front desk for today's VRBO. Today, you will be punitive, the small properties won't be built and there is no chance for redevelopment. I don't think there has been a condo project in the last 35 years? The consumer calls these a condominium. You can go over to Westin hotel in Avon and you can own the hotel room and never rent it out. It's a new model, there are more of those types of hotels and you can rent them or not. (Mr. Lamb: The Westin model is that a trend that will increase?) I don't think Starwood would do that because of 2008/09 but there are properties out there that have been developed elsewhere since. There has been a bifurcation of ownership by the hotel companies. Under a 4-star hotel you can operate to a "Marriott" Standard as multiple owners. (Mr. Mamula: The concern is you being able to buy room 311 and then saying that you can't stay there all year long.) (Ms. Dudney: You can do the same in a condo-hotel.) (Ms. Dudney: But how do you know they aren't hot beds?) (Mr. Grosshuesch: We've given a lot of additional density for projects that don't meet the condo-hotel spirit. Maybe change the code or maybe we start from scratch and really get down to defining what is a "hot bed" and what are the goals for the economic performance that the Town wants. We lack the data and the resources to get all the info on who is renting on VRBO, or other companies and for how many nights and how often. What is the right level of turnover to qualify? Where do we start to sort this out? Saying 900 per unit is not accurate. You get fewer

units for the total amount of square footage and you can build as big of a unit within that as you want.)

Mr. West: Oh yeah I know that. Over the last 35 years, people did whatever they could to get the extra density. Giving away density makes the discussion negative. If any condo-hotels are owned which may or may not be owned, but they may not go through the front desk, they may be rented through VRBO or other management companies. I think it would help to find out how many units are paying sales tax. The security law in the US won't require buyers to rent through a centralized company unless they register as a security which there are very few of the developers who have done this. We should really figure out the goal. A real simple solution would be to get rid of the definition and say the size are 1200 square feet no matter. (Mr. Pringle: I really think the condo-hotel policy was ahead of the curve back then, it drove the building of the condo-hotel because of the 900 square feet limit on condos. I would like to see us come up with something that is forward thinking again in conjunction with Town and developers that would encourage the goals to be made.)

Commissioner Questions / Comments:

Ms. Christopher: I agree that the current code is obviously out of date. I don't have an answer on a new idea yet.

Ms. Dudney: I want to see what the goal is from Council, I don't know this, I would like to turn this back over to the Town Council. Is the goal to increase "hot beds"? If so then we need the data to figure out what we have now with the current policy. I don't know what we are trying to fix. We aren't trying to fix that there is a front desk with no one there; the problem is either density or hot beds. (Mr. Grosshuesch: But the problem is that the code is out of date, right now it requires the front desk, phone system and so on.) Then I agree with Mr. Wolfe who says to have a front desk type kiosk instead. That makes sense in today's environment, a reasonable alternative. On the phone service, I don't think I understand what the use of phone service is. (Mr. Grosshuesch: We don't either.)

Mr. Pringle: I think we have some older units that want to use parts of their original project that are no longer useful, if we start letting people out of the original deal that isn't right. I think people want us to help them redevelop, but I say no, be creative.

Mr. Lamb: That is another subject on conversations that we vetted already; we are trying to talk about development of the future condo-hotels.

Mr. Mamula: But there is a problem like at Los Pinos that are not correct. Let's figure out a density and make it based on fractional units, like 8 or more owners. Then there is enough incentive to make them hot beds. I think what we need to fix and say condominium is "X" no matter what and let the free market do what it does.

Mr. Pringle: Once timeshare units were a bad thing, but now they are a big deal.

Mr. Mamula: But that won't last forever either.

Mr. Pringle: But that is why we have to be forward thinking.

Mr. Mamula: Get rid of all the definitions between hotel, condo-hotel, condos and make it all the same density. We can't seem to get the information on hot beds. Tim Gagen has been working on the VRBO issue for a long time. People won't be honest on this issue because of the Sales Tax repercussions. I would rather say you build a condo this is what you get across the board.

Mr. Pringle: This is like sticking our head in the sand again, but I think we need to look at other communities and see what works.

Mr. Mamula: Most people who want to buy but plan on renting because that is how they are going to pay their mortgage. Only a few can own out right.

Ms. Dudney: If a condo-hotel is only occupied 50% of the time but all the users are going to use economic services of the town why do we care if should be 90%?

Mr. Brewer: This is helping me understand the issue better, as a realtor I have a lot of customers coming to me asking about how much rental income they can get. We are probably 10 years too late

on this policy. We won't be affecting that many projects going forward. The Town is asking for guidance for what the Commission thinks is the best going forward. I'm not getting an overriding consensus on this issue. Personally, in my industry a lot of condo projects that are built as condo-hotels are getting rid of their front desk because new owners can't get financing with a front desk. HOA's are figuring this out and striking this language from their bylaws. The context has shifted underneath us. I can get behind simplifying the language to one square footage amount but I don't know the right number and what the result would be. I would like to hear from each of you to hear your best advice on this issue. The Council really is looking for guidance from the Commission.

Final Comments:

- Ms. Dudney: My advice is that the historical context that there have been few if any condos projects built in the last 30 years. The original language was very successful in creating condo-hotels. My perception is that the town has a huge percentage of hot-beds, just look at peak days. I'm in favor of simplifying code and leaving it at 1200 square feet because as Mr. Wolfe said, the comprehensive plans assume this already in the planning of the Town I would eliminate the need for phone system and front desk, etc. If we were to go down the path for a deed restriction I disagree with letting people get around it because it will cause huge issues for insurance, etc. Definitely opposed to covenants.
- Mr. Pringle: I'm not sure how I feel because I don't think the modification will get us what we want. We want to compel future owners. I'd like to tie the cause and effect to the developer as opposed to the eventual owner down the road. I would like to explore other ideas, like just simplifying things or take a hard look at what a new condo-hotel code be. I would do nothing so that we don't have unintended consequences and study this further. I would like to do more research on the 1200 square feet. I don't believe in the 50 unit number as getting the incentive, I don't know if we get what we want by establishing a number. I think we get this when we set the goals. We don't have to do this right now.
- Ms. Christopher: I do agree that it is outdated. Simplifying it is a good suggestion, I don't know about the ramifications of insurance and mortgage. I don't have enough experience to comment on this.
- Mr. Mamula: Whatever new system you build will at some point be easy to get around, we know this happens. Amenities like conference rooms become linen closets after you CO. In the larger units, they stick to the plans in the smaller projects don't. I think we should simplify the code, I don't know what the square footage is I think we boil all the categories down to one size and then call it a day and then the market takes over and they themselves determine which ones are the hot-beds. No matter what we decide, in two months or 15 years the developers will figure out how to get around the code.
- Mr. Lamb: There seems to be consensus that the code worked 30 years ago but it is outdated now. I think we need to make this be really well thought out, I wish we had more data. I agree with the comment of eliminating the different categories and come up with the appropriate density. The 50 units seems arbitrary, we need more data if it's possible to get. The condo multiplier has been abused over the years. The definition of amenities is out of date too.
- (Ms. Puester: *Summary, I am hearing that this policy is an issue, the majority of people going to one type of definition for condo, condo-hotel and hotel and one multiplier. And then a much simpler definition, they will build the amenities if they want to, and size of project doesn't matter.*)
- Mr. Lamb: If you simplify it, with no definition of amenity, the larger units will but in amenities because the developer will need it. (Ms. Puester: So if you have a smaller project and they don't put in the amenities you are ok with this. It is still to their advantage of it because the market will determine that there is a need at that time or not.)
- Mr. Mamula: We wanted to drive meeting room space, but that never really worked beyond Beaver Run.
- Mr. Pringle: I would hesitate to say that is the case, because there are meeting rooms at Mountain

- Thunder.
- Mr. Mamula: But they are building that space because that is what their clientele wants. We can't police when there are projects that say that the amenities are built or not and then police it. We are not a police force and to think that we are is foolish. So to say that we are going to require things and then if you don't do it we will fine you, why put this in the code?
- Ms. Dudney: If they are building hot beds.
- Mr. Pringle: I don't think there is consensus. (Mr. Grosshuesch: The other policy consensus is that the current code is out dated.)
- Ms. Dudney: I think the square footage should be based on the comprehensive plan. (Mr. Grosshuesch: I don't think the Master Plan designated the 1200 number. It's an SFE. This is all based on SFEs.)
- Mr. Mamula: I want to know if we build any 900's or is it all just 1200's. That analysis would be helpful.
- Mr. Pringle: This whole thing is about a developer coming in and trying to sell a unit and either has a plan to sell it or it doesn't care. (Mr. Grosshuesch: I really think that the 25% bonus has been a real incentive to put in the amenities.) (Mr. Wolfe: It is market driven; the high end condominiums projects will be hesitant to put in the amenities now as compared to 2007. A \$60,000 / year family won't be able to pay those high end dues. The pendulum will swing back.)
- Mr. Mamula: I think that is what we wanted too. (Mr. Grosshuesch: We got an e-mail this week from Base 9 Condos but because it is a rental no one can get financing in the project if it's a rental per Fannie/Freddie.)
- Ms. Dudney: If this is a problem for new owners to fix up the older units then this is something that the Council should address.

TOWN COUNCIL REPORT:

Mr. Brewer: Yesterday we had bi-annual retreat. The major decisions include:

- Allocated the money to restore the Blue River from Coyne Valley Road north. It will be interesting to see where all the money comes from.
- We decided to allocate the money to restore the Backstage Theater, different ideas were discussed, then decided to fund a full restoration in its current location.
- A lot more was done, but these were the highlights to share now.

Ms. Dudney: The water conservation limitations. I haven't seen any notices about this.

Mr. Brewer: There was an e-mail that went out that set out the limitations. If you get a paper bill the information will be in there, if you get an e-mail bill it will be in there.

We did discuss at length a parking structure for F lot. A very rich discussion, I liked one of the renderings I saw, which I did not expect. This one was very well studied and researched and the architect did a good job. This is an idea that we will have fun discussing and I welcome the Commission's thoughts. The Council was surprisingly receptive to the presentation and the idea in general. There is a lot of work to be done to decide do we really need a parking structure and how to finance it. Most people agree that there is a need but that doesn't mean that it is needed. I'd like to see a lot more work to see if there are pools or reservoirs of unused parking now in the Town. If you put parking in one place are we going to create a traffic problem even worse that we have now, but the answer is that you are probably doing less damage then a lot of smaller lots around town. If people know an identifiable place then they know exactly where to go. These plans had a foot bridge across Park Avenue with other pedestrian exits and access points. I encourage you to look at the packet from the Council retreat yesterday for the data and presentation. (Ms. Christopher: Did the data show certain days of the year that parking is the most strained?) Yes, we know this it is in the 28 day range that the town is at parking capacity. We have land to build parking, but are the locations convenient enough and serviceable enough. Currently have 2700 spots and about 800 employees drive in and occupy parking. How do we disincentify the employees from parking in town? Price tag is in the neighborhood of \$50 million. We can only

do this if we finance this, but we need a sustainable funding source to pay for the parking.

Mr. Lamb: What about marijuana tax revenues?

Mr. Brewer: \$483,000 projections for the marijuana tax revenues.

It is policies like the condo-hotel that have kept Breckenridge looking great; it was forward looking, so keep up the good work.

COMBINED HEARINGS:

1) Red, White and Blue Cell Antenna (MGT) PC#2014042, 13549 CO Highway 9

Ms. Puester presented on behalf of Mr. Thompson. The proposal is to raise the existing cupola 5' to allow for necessary upgrades to Verizon Wireless coverage. No density allocated to this property and extremely low building height because of the non-governmental ownership of this property. So already now the Red, White and Blue is over density and over building height. When Verizon Wireless identified the need for this coverage, they asked to waive negative points via a Development Agreement.

Building height, they are proposing to raise the building height by 5' for the cupola. Still meets the absolute, but the negative points have been waived with the development agreement due to the issues of the property. The architecture does have staff concerned. The current pitch of cupola is 8/12 and the new cupola pitch is 5/12 which does alter the visual consistency of the structure. If it matches the existing then it makes it 3' taller. Landscaping is proposed as Austrian Pine and staff believes this should be species that are consistent with local species. Development Agreement said that there would be 0 points. Point analysis is 0.

Commission discussed the effects of the two cupolas and their roof pitch and the visual impact from the road.

Commissioner Questions / Comments:

Mr. Pringle: The reason for the development agreement is that the commercial use in this property they can't fall under the umbrella of the Fire Department? (Ms. Puester: Yes, because Verizon is not governmental organization but a commercial for profit venture. The code applies. But the Development Agreement was given because of the public benefit. We want to treat everyone the same so if there was a commercial company that came in we would them to follow the same codes and face the same issues. This is a unique situation. It is consistent with how we would evaluate any other location otherwise.)

Mr. Jeff Sheerer, representative for Verizon Wireless: We are ok with the changes; the roof pitch is your call.

Mr. Lamb opened the hearing to public comment. There was no comment, and the hearing was closed.

Commissioner Questions / Comments (Continued):

Mr. Pringle: I would rather see it match the existing roof pitch; it should blend with the existing architecture of the building. When is a cupola not a cupola and when is it a third story addition? (Ms. Puester: When it has a floor and has density it is not a cupola.)

Mr. Lamb: It is not the first building we've seen that has multiple pitches.

Mr. Mamula: I disagree with Mr. Pringle. I'd rather save the 2.5 - 3 foot height.

Ms. Christopher: I'm fine with the proposed cupola roof pitch.

Ms. Dudney: I like it as proposed.

Mr. Lamb: I like it as proposed too; we have lots of buildings with multiple pitches including this one.

Mr. Pringle: I still want to raise the issue that this is a much larger structure and we are expanding the notion of a cupola. I think this is too big to be a cupola. This is similar to the distillery issue.

Mr. Lamb: The code allows this if there is no density. (Mr. Grosshuesch: They already have this in the development agreement.)

Ms. Christopher made a motion to approve the point analysis for the Red, White and Blue Cell Antenna, PC#2014042, 13549 CO Highway 9. Mr. Mamula seconded, and the motion was carried unanimously (5-0).

Ms. Christopher made a motion to approve the Red, White and Blue Cell Antenna, PC#2014042, 13549 CO Highway 9, with the presented Findings and Conditions. Ms. Dudney seconded, and the motion was carried unanimously (5-0). (A note was mentioned that #8 and #9 in the findings are different than usual.)

TOWN PROJECT HEARINGS:

1) Rec Center Turf Field (SG) PC#2014043, 880 Airport Road

Mr. Greenburg presented a Town Project proposal to replace the existing grass sports field with a new, artificial turf field.

This is a Town Project pursuant to the ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission is asked to identify any Development Code based on concerns with this project. In addition, the Commission is asked to make a recommendation to the Town Council. Staff recommends allocation of a positive 3 points under policy 20/R for a passing analysis of 3 positive points.

Staff suggested that the Planning Commission recommend approval of the Recreation Center Turf Field, PC#2014043 located at 880 Airport Road, and the presented the Point Analysis and Findings. Staff welcomed questions from the Commission.

Commissioner Questions / Comments:

Ms. Dudney: The positive three (+3) points are because the playing season is extended? What if you took an existing field and put turf on it but it didn't extend the season? (Mr. Greenburg: If the season had not been extended, we would not have allocated positive points.)

Mr. Pringle: Will the fencing be on the goal ends? If we circle the whole thing I will be opposed to it. (Mr. Mike Barney, Director of Recreation for the Town of Breckenridge: I think the recommendation for nets is appropriate. We were really trying to listen to the needs of the soccer community.) I think that the aesthetic issues override their need for prevention of soccer balls going into the river.

Mr. Lamb opened the hearing to public comment. There was no comment, and the hearing was closed.

Commissioner Questions / Comments:

Ms. Dudney: I agree.

Mr. Pringle: I agree.

Ms. Christopher: I agree.

Mr. Mamula: I agree too.

Mr. Lamb: I agree.

Ms. Christopher made a motion to approve the point analysis for the Rec Center Turf Field, PC#2014043, 857 Airport Road, showing a passing score of positive three (+3) points. Mr. Mamula seconded, and the motion was carried unanimously (5-0).

Ms. Christopher made a motion to recommend the Town Council approve the Rec Center Turf Field, PC#2014043, 857 Airport Road. Mr. Mamula seconded, and the motion was approved unanimously (5-0).

OTHER MATTERS:

Mr. Mamula: Regarding the trestles at Main Street Station that they said they were going to maintain and for

which they got positive points, one really looks like it is falling down and they got points for it, one is starting to drift badly, we need to check on it.

Mr. Pringle: We need to make sure that the cupolas don't extend the whole concept of height.

ADJOURNMENT:

The meeting was adjourned at 9:07 pm.

Jim Lamb, Chair



MEMORANDUM

TO: Town Council
FROM: Julia Puester, Senior Planner
DATE: June 4, 2014
SUBJECT: Planning Commission Vacancy

Attached please find one letter of interest for the Planning Commission. There is one vacancy on the Commission; this vacancy is to finish out Trip Butler's term that expires on October 31, 2014. Mr. Butler resigned from his position due to his move out of the area and no longer meeting the residency requirement for the Commission.

June 3, 2014

To: Breckenridge Town Council

Subject: Planning Commission Vacancy Letter of Interest

I Ron Schuman would like to submit my interest for the Planning Commission Vacancy. I have lived in Breckenridge since 1999 after retiring from the US Army with a 23 year career. I have raised my daughters here and they graduated from Summit High School.

I am a small business owner and have always had an interest in maintaining the quality of our fabulous town by participating in the town. I currently serve on the Breckenridge Finance Authority and have for the past 12 years. I also served on the Town planning commission from 2002 to 2006.

I have seen the recent vacancy notice and I do have some time available to commit to the town and feel I could be a contributor to the commission with my experience.

Thank you for your consideration and I look forward to the a potential interview to further discuss the vacancy.

Thank you!



Ron Schuman

11 Willow Green

Breckenridge, CO 80424



MEMORANDUM

TO: Town Council

FROM: Shane Greenburg, Planner

DATE: June 4, 2014 (For Meeting June 10, 2014)

SUBJECT: Town Project: Recreation Center Sports Field Renovation (880 Airport Road)

The Recreation Center Sports Field Renovation is being reviewed as a Town Project. All public noticing requirements for the approval of a Town Project have been fulfilled as required under the recently adopted Town Projects Ordinance amendment (by Council Bill No. 1, Series 2013).

The proposed sports field renovation will be at 880 Airport Road. The renovation includes replacing the existing grass sports field with a new artificial turf field, installing new fencing, and removing a large berm.

The renovation will allow for a longer season of play, fewer weather related cancellations, and a reduction in water and pesticide use.

The Planning Commission held a public hearing June 3. There was no public comment however, a few of the Planning Commissioners voiced concern over the extent of the potential netting around the east side of the field along the river.

The Planning Commission unanimously recommends the Town Council approve the Recreation Center Sports Field Renovation Town Project.

Attached to this memo is a complete staff report, substantially the same as presented to the Planning Commission and attachments including site plan and elevations.

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



3740 S. JASON ST.
 ENGLEWOOD, CO 80110
 P: (303) 789-3172
 F: (303) 762-8190

KINGDOM PARK FIELD BRECKENRIDGE, CO



710 W. COLFAX AVE.
 DENVER, CO 80204
 P: (303) 753-6730
 F: (303) 753-6568

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4 OF 8	INLAID LINES DETAIL
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6 OF 8	FIELD SEAMING PLAN
7 OF 8	FIELD DRAINAGE PLAN
8 OF 8	DRAINAGE DETAILS



4201 W. PARMER LANE, STE. B175
 AUSTIN, TX 78727

DATE:	ISSUED:
3/7/2014	



COLOR FIELD LAYOUT



ACADEMY
SPORTS TURF

3740 S. JASON ST.
ENGLEWOOD, CO 80110
P: (303) 789-3172
F: (303) 762-8190



ENGINEERS
SURVEYORS | **INC**

710 W. COLFAX AVE.
DENVER, CO 80204
P: (303) 753-6730
F: (303) 753-6568



0' 15' 30' 60'
SCALE: NTS

NOTE: SCALE IS ONLY
ACCURATE WHEN THIS
DRAWING IS PRINTED ON
11" X 17" PAPER.

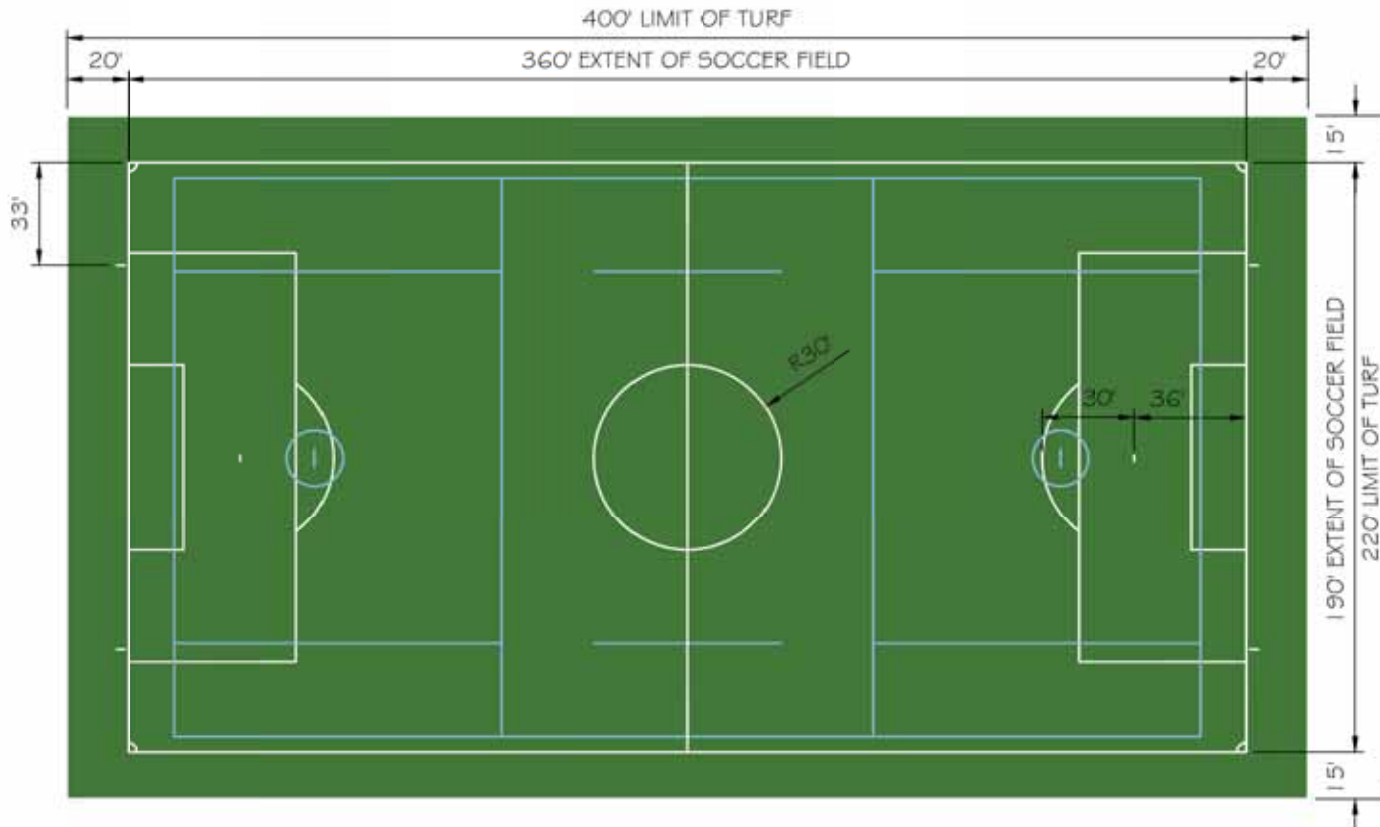
SHEET 1 OF 8

ACTGLOBAL

4201 W. PARMER LANE, STE. B175
AUSTIN, TX 78727

KINGDOM PARK FIELD
880 AIRPORT BLVD.
BRECKENRIDGE, CO 80424
(970) 453-1734

DATE:	3/7/2014
DRAWN BY:	A FULLER
APPROVED:	
PROJECT #:	TBD



SOCCER FIELD DIMENSIONS



3740 S. JASON ST.
ENGLEWOOD, CO 80110
P: (303) 789-3172
F: (303) 762-8190



ENGINEERS SURVEYORS INC

710 W. COLFAX AVE.
DENVER, CO 80204
P: (303) 753-6730
F: (303) 753-6568



SCALE: 1" = 40'
NOTE: SCALE IS ONLY ACCURATE WHEN THIS DRAWING IS PRINTED ON 11" X 17" PAPER.

SHEET 2 OF 8

ACTGLOBAL

4201 W. PARMER LANE, STE. B175
AUSTIN, TX 78727

KINGDOM PARK FIELD
880 AIRPORT BLVD.
BRECKENRIDGE, CO 80424
(970) 453-1734

DATE:	3/7/2014
DRAWN BY:	A FULLER
APPROVED:	
PROJECT #:	TBD



XtremeTurf Premier D57

Product Description

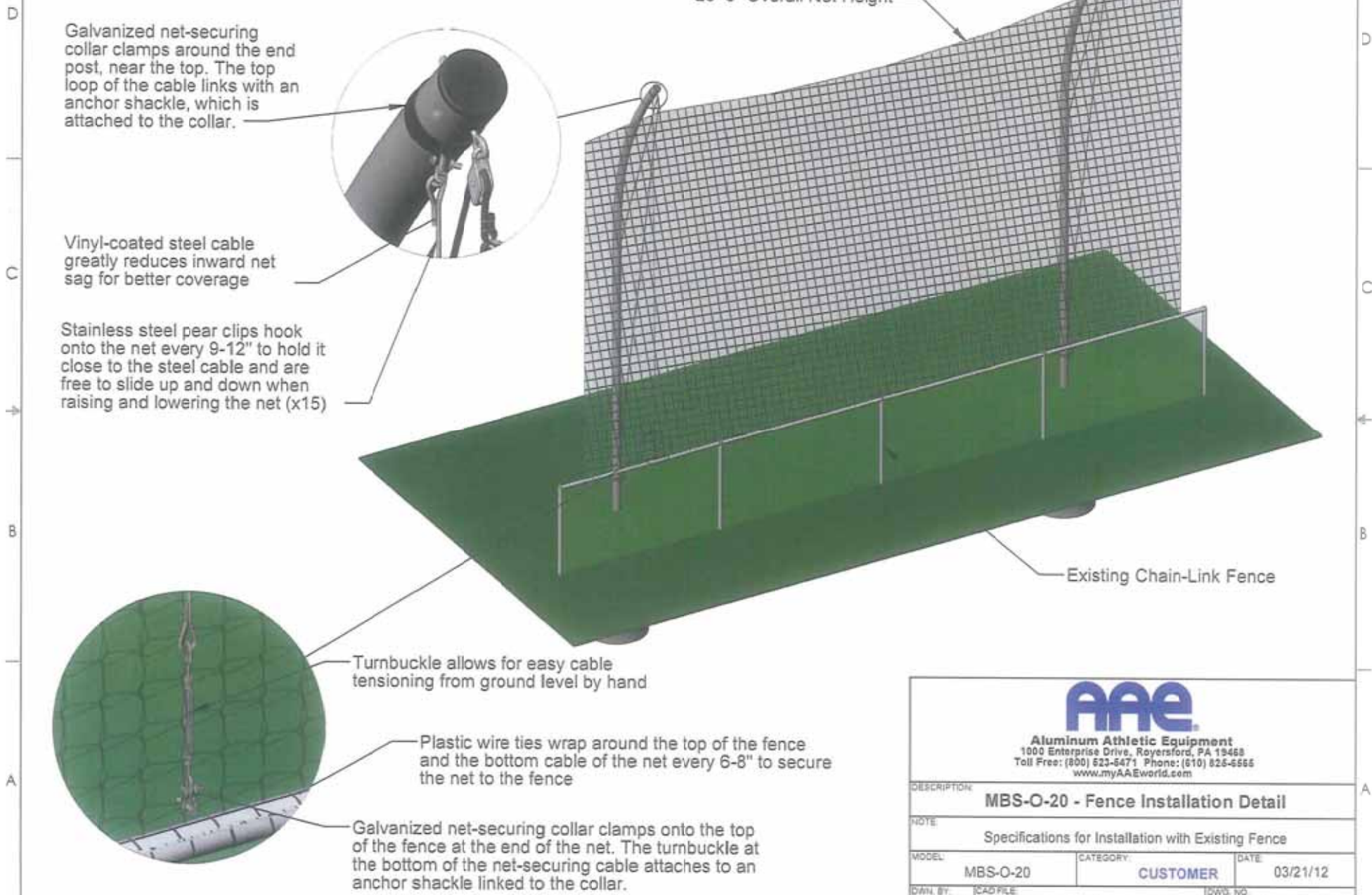
Xtreme Turf D57 is designed for American football, soccer, baseball and lacrosse use and consists of a tufted blend of the latest spine monofilament fibers on a reinforced multi-layer backing. The system is installed over a suitable substrate in accordance with designs and specifications recommended by Act Global.

USA Product Specifications

Physical Characteristics	Specification
Yarn	Polyethylene (UV treated)
Pile Weight	40 oz/sy (sport & bright- spring green)
Denier	10,800
Film Type	Diamond monofilament, 260 micron
Primary Backing Weight	7 oz/sy
Secondary Backing Weight	29 oz/sy
Total Weight	67.25 oz/sy
Pile Height	2 1/4" (57 mm)
Tufting Gauge	1/2"
Primary Backing	Double woven PP (18/13 pic)
Secondary Backing	Latex coating
Width	15'
Perforation	Yes
Infill	all rubber

These are typical specifications, subject to standard manufacturing tolerances and custom options. © 2014

MBS-O-20 - 20' High Offset BallStopper Fence Installation Detail



 Aluminum Athletic Equipment 1000 Enterprise Drive, Royersford, PA 19468 Toll Free: (800) 623-6471 Phone: (610) 826-6566 www.myAAEworld.com			
DESCRIPTION: MBS-O-20 - Fence Installation Detail			
NOTE: Specifications for Installation with Existing Fence			
MODEL: MBS-O-20	CATEGORY: CUSTOMER	DATE: 03/21/12	
OWN. BY: ARP	CAD FILE: MBS-O-20 Specifications	DWG. NO: MBS-O-20-C-003	

Town Council Staff Report

Subject: Recreation Center Sports Field Renovation
(Town Project Hearing – PC#2014043)

Proposal: Replace the existing grass sports field with a new artificial turf field.

Date: June 4, 2014 (For meeting of June 10, 2014)

Project Manager: Shane Greenburg

Applicant: Town of Breckenridge-Mike Barney, Director of Recreation

Owner: Town of Breckenridge

Address: 880 Airport Road

Legal Description: Unsubdivided (Acres 29.010 Mining Claim(s) cont 29.0100 acres MAGNUM BONUM MS# 3139 LEASE BRECK REC CENTER FRENCH GULCH MS# 2589 FRENCH GULCH MS# 2589 FRENCH GULCH MS#2589 TR 6-77 Sec 30 Qtr 3 MAGNUM BONUM MS#3139 Improvement Only SEE 6500659, 6510141 FOR IMPS TR 6-77 Sec 30 Qtr 3 SEE 4008496 FOR LAND TR 6-77 Sec 30 Qtr 3 Mining Claim(s) cont 29.010 acres POSSESSORY INTEREST TOWN OF BRECK MAGNUM BONUM MS# 3139)

Land Use District: 3: Recreation (Intensity of Use and Structural Type by Special Review)

Site Area: Turf Field Area: 2.02 acres (88,000 square feet)
Total Site Area of Kingdom Park: 29.01 acres (1,263,675 square feet)

Site Conditions: The sports field is located on the northeast side of Kingdom Park; north of the skate park and east of the tennis courts. The sports field is currently grass. The site is relatively flat with the exception of a berm on the west side of the field. A fence and paved path are on the east end of the site.

Adjacent Uses: North: Valley Brook Rd/Police Station South: Skate Park/Rec Center
East: Rec Path and Blue River West: Town Tennis Courts



Staff Comments

Land Use (Policies 2/A & 2/R): The proposed turf field renovation is consistent with the existing character of Kingdom Park. This is an existing use and we do not find that this use is in conflict with any existing or desired uses for this recreational area. The Commission has no concerns with the continued and expanded use.

Site and Environmental Design (7/R): The conversion of the field from grass to artificial turf will save over 8 million gallons of water per year and will eliminate the need for pesticides and fertilizers on the field, which is adjacent to the Blue River. The park is buffered with physical distance and mature landscaping from the adjacent roadways Airport Road and Highway 9.

Drainage (27/A & 27/R): Drainage will be handled by an 8 inch underground perimeter pipe which will collect water from the field and drain into the Blue River. The substrate for the field is permeable and should be sufficient to prevent pooling and surface sheet flow. The Engineering Department will ensure that drainage is mitigated on site.

Access / Circulation (16/A & 16/R; 17/A & 17/R): Multiple asphalt pedestrian pathways exist around the east and west sides of the site providing access from the Recreation Path, Recreation Center, parking lot, and Airport Road sidewalk.

Parking (18/A & 18/R): Ample parking is available in the existing Recreation Center parking lot.

Fencing (47/R): The new fencing will be 42 inch vinyl coated chain link fence which is appropriate for a ball field. New fencing will be installed around the entire field for security and to keep out dogs. Twenty foot tall ball netting will be installed on the south side of the field to prevent balls from entering the skate park. Netting may also be installed on the north and east sides to prevent balls from entering Valley Brook Road and the Blue River. A few of the Planning Commissioners voiced concern over the extent of the potential netting around the east side of the field along the river.

Recreation (20/R): This policy encourages public recreation amenities. The proposed turf field will meet the needs of the community by providing improved recreation space. The new field will extend the season of play from the current season of June through October to March/April through whenever snow gets too deep. It will also eliminate weather related closures. For this reason, the Planning Commission recommends the allocation of positive three (+3) points for this project. This is consistent with the positive three points (+3) points given the Rotary Snowplow Park and Skate Park Expansion projects.

Landscaping (22/A & 22/R): Due to the nature of the sports field, no landscaping is proposed within the site however there is mature landscaping surrounding the area and throughout Kingdom Park.

Point Analysis (Section: 9-1-17-3): The Planning Commission finds no reason to assign any negative points to this project. We recommend positive three (+3) points under Policy 20/R-Recreation, for a passing point analysis of positive three (+3) points. We find that the application meets all Absolute policies.

Planning Commission Recommendation

This is a Town Project pursuant to the ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission is asked to identify any Development Code based concerns with this project. In addition, the Commission is asked to make a recommendation to the Town Council.

The Planning Commission recommends the Town Council approve the Recreation Center Turf Field, PC#2014043 located at 880 Airport Road.

Town Project Hearing				
Project:	Rec Center Turf Field	Positive Points	+3	
PC#:	2014043	Negative Points	0	
Date:	6/3/2014			
Staff:	Shane Greenburg			
		Total Allocation:	+3	
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
4/R	Mass	5x (-2>-20)		
5/A	Architectural Compatibility / Historic Priority Policies	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
5/R	Architectural Compatibility / Conservation District	5x(-5/0)		
5/R	Architectural Compatibility H.D. / Above Ground Density 12 UPA	(-3>-18)		
5/R	Architectural Compatibility H.D. / Above Ground Density 10 UPA	(-3>-6)		
6/A	Building Height	Complies		
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	Complies		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		

18/A	Parking	Complies		
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)	+3	Public park - active recreation provided.
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-2/+2)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Community Entrance	4x(-2/0)		
37/R	Individual Sites	3x(-2/+2)		
37/R	Blue River	2x(0/+2)		
37R	Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		

41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		

TOWN OF BRECKENRIDGE

**Recreation Center Turf Field Replacement
Unsubdivided (Acres 29.010 Mining Claim(s) cont 29.0100 acres MAGNUM BONUM MS#
3139 LEASE BRECK REC CENTER FRENCH GULCH MS# 2589 FRENCH GULCH
MS# 2589 FRENCH GULCH MS#2589 TR 6-77 Sec 30 Qtr 3 MAGNUM BONUM
MS#3139 Improvement Only SEE 6500659, 6510141 FOR IMPS TR 6-77 Sec 30 Qtr 3 SEE
4008496 FOR LAND TR 6-77 Sec 30 Qtr 3 Mining Claim(s) cont 29.010 acres
POSSESSORY INTEREST TOWN OF BRECK MAGNUM BONUM MS# 3139)
880 Airport Road
PERMIT #2014043**

FINDINGS

1. This project is “Town Project” as defined in Section 9-4-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.
3. The Planning Commission reviewed and considered this Town Project on **June 3, 2014**. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on June 3, 2014, notice of which was published on the Town’s website for at least five (5) days prior to the hearing as required by Section 9-14-4(2) of the Breckenridge Town Code. At the conclusion of its public hearing, the Planning Commission recommended approval of this Town Project to the Town Council.
4. The Town Council’s final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on June 10, 2014. This Town Project was listed on the Town Council’s agenda for the June 10, 2014 agenda that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to, a point analysis for the Town Project in the same manner as a point analysis is prepared for a final hearing on a Class A development permit application under the Town’s Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code).
6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.



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, unless otherwise noted.

JUNE 2014

Tuesday, June 10, 2014; 3:00/7:30 pm	First Meeting of the Month
Friday, June 13; 8-9am; Mug Shot Café	Coffee Talk
Friday, June 13; 4:30pm	Town Party
Saturday and Sunday, June 14-15; All Day	Kingdom Days
Tuesday, June 24, 2014; 3:00/7:30 pm	Second Meeting of the Month

JULY 2014

Friday, July 4, 2014; All Day	Fourth of July Festivities
Tuesday, July 8, 2014; 3:00/7:30 pm	First Meeting of the Month
Friday, July 18; 8-9am; TBA	Coffee Talk
Tuesday, July 22, 2014; 3:00/7:30 pm	Second Meeting of the Month

AUGUST 2014

Tuesday, August 12, 2014; 3:00/7:30 pm	First Meeting of the Month
Friday, August 15; 8-9am; TBA	Coffee Talk
Tuesday, August 26, 2014; 3:00/7:30 pm	Second Meeting of the Month

OTHER MEETINGS

4 th Monday of the Month; 4:00 p.m.	Cultural Arts Advisory Committee; Riverwalk Center
1 st & 3 rd Tuesday of the Month; 7:00 p.m.	Planning Commission; Council Chambers
1 st Wednesday of the Month; 4:00 p.m.	Public Art Commission; 3 rd floor Conf Room
2 nd & 4 th Tuesday of the Month; 1:30 p.m.	Board of County Commissioners; County
2 nd Thursday of every other month (Dec, Feb, Apr, June, Aug, Oct) 12:00 noon	Breckenridge Heritage Alliance
2 nd & 4 th Tuesday of the month; 2:00 p.m.	Housing/Childcare Committee
2 nd Thursday of the Month; 5:30 p.m.	Sanitation District
3 rd Monday of the Month; 5:30 p.m.	BOSAC; 3 rd floor Conf Room
3 rd Tuesday of the Month; 9:00 a.m.	Liquor Licensing Authority; Council Chambers
4 th Wednesday of the Month; 9:00 a.m.	Summit Combined Housing Authority
4 th Wednesday of the Month; 8:30 a.m.	GoBreck; GoBreck Offices
4 th Thursday of the Month; 7:00 a.m.	Red White and Blue; Main Fire Station
4 th Monday of the Month; 3-5 p.m.	Childcare Advisory Committee; Town Hall

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