



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, September 09, 2014; 3:00 PM

Town Hall Auditorium

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

3:00-3:15pm	I	<u>PLANNING COMMISSION DECISIONS</u>	2
3:15-3:45pm	II	<u>LEGISLATIVE REVIEW*</u>	
		Sign Code Ordinance (For Signage Outside the Downtown Core)	6
		Barney Ford and J.R. Hodges Tin Shop Lease	10
		Ordinance authorizing Fourth Amendment to Lease with Corum	28
		Resolution Allowing Town Manager to Execute Refinance Documents for Corum	39
		Resolution Assigning Tenant's Interest in Land Lease for Pinewood Village	69
		Resolution to Name Arts District Buildings	71
3:45-4:15pm	III	<u>MANAGERS REPORT</u>	
		Public Projects Update	74
		Ice Castles Review	78
		Housing/Childcare Update	
		Committee Reports	80
4:15-5:00pm	IV	<u>OTHER</u>	
		Parking Study	81
5:00-5:30pm	V	<u>PLANNING MATTERS</u>	
		Reiling Dredge	83
5:30pm	VI	<u>JOINT MEETING WITH BOCC</u>	176

Note: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item. The public will be excluded from any portion of the Work Session during which an Executive Session is held. Report of 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.

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: September 3, 2014

Re: Planning Commission Decisions of the September 2, 2014, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF September 2, 2014:

CLASS C APPLICATIONS:
None.

CLASS B APPLICATIONS:
None.

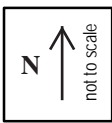
CLASS A APPLICATIONS:
None.

TOWN PROJECT HEARINGS:
None.

OTHER:
None.

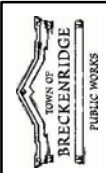


Breckenridge Mountain Lodge
Redevelopment, 600 South Ridge Street
Breckenridge Mountain Lodge Master Plan
Modification, 600 South Ridge Street



Breckenridge South

Town of Breckenridge and Summit County governments
assume no responsibility for the accuracy of the data, and
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PLANNING COMMISSION MEETING

The meeting was called to order at 7:00pm

ROLL CALL

Eric Mamula	Kate Christopher	Dan Schroder
Jim Lamb	Ron Schuman	Gretchen Dudney
Dave Pringle		
Ben Brewer, Town Council Liaison		

APPROVAL OF AGENDA

Ms. Puester announced that staff has been advised by the Town Attorney that the Breckenridge Mountain Lodge Redevelopment and Master Plan Modification hearings would need to be continued to September 16, 2014. It will be announced again when we get to the agenda item but wanted to let anyone here from the public know.

With no other changes, the September 2, 2014, Planning Commission Agenda was approved as presented.

APPROVAL OF MINUTES

With no changes, the August 19, 2014, Planning Commission Minutes were approved as presented.

TOWN COUNCIL REPORT:

Mr. Brewer, Town Council Liaison: At our August 26 meeting, the Council held their first reading on the sign code amendment affecting areas outside the downtown core. The code amendment allows sandwich boards in those areas (e.g., City Market) at a maximum of six square feet per sign. Any input from the Planning Commission?

(Mr. Mamula: It would be nice if the Planning Commission could give input to the Council on sign issues. Understands there is a task force but the Planning Commission could provide valuable input to Council. We are unique community because we don't allow sign clutter. Planning Commission used to review sign issues.)

(Mr. Pringle: Agree with Mr. Mamula. Problem is sandwich boards, etc. It can get out of control without a good sign code.)

Totally valid point, public had approached the Council about sign issues and that is why the Council was addressing it. There had been past problems with enforcement; difficulty to enforce, lots of people disregarding the Code, etc. The Heritage Alliance took down their sandwich board and their foot traffic was cut in half. Appreciates the Planning Commission's input and will forward those suggestions to the Council.

(Mr. Mamula: The Code could be enforced easily with a few people taken to court.)

Council also had a long discussion on marijuana restrictions in the Downtown Overlay District. The restrictions limit dispensaries to only on the second floor, one per block, with 100 foot separation, and other requirements. The intent is that the rules would act to limit the amount of dispensaries in downtown.

The Council also discussed condo-hotels. Council was primarily in agreement with the Planning Commission's recommendation. Hotels are to stay as a separate definition and would allow for a limited kitchen in hotels with the existing 1,380 multiplier. Condos and condo-hotels are combined as one definition with a 1,200 sq. ft. multiplier.

PRELIMINARY HEARINGS:

Ms. Puester: This afternoon we received two returned public notice mailings for this evening's hearing due to incorrect addresses. The Town Attorney has advised staff to continue the meeting until proper notification can be made. (Ms. Dudney asked for clarification.) The applicant provides the mailing list to the Town. The applicant will provide a new mailing list to staff this week for notice to be mailed out on Friday, which would provide legal notice for a hearing on September 16th.

1) Breckenridge Mountain Lodge Redevelopment (MM) PC#2014034; 600 South Ridge Street
Mr. Schroeder made a motion to continue the item to the September 16th meeting. Mr. Mamula seconded. The motion was carried unanimously (7-0).

2) Breckenridge Mountain Lodge Master Plan Modification (MM) PC#2014033; 600 South Ridge Street
Mr. Schroeder made a motion to continue the item to the September 16th meeting. Ms. Christopher seconded. The motion was approved unanimously (7-0).

OTHER MATTERS:

Ms. Puester reviewed the field trip topics and schedule for October 10. Ms. Puester asked for those who have not responded to let staff know if they will be in attendance. Most Commissioners indicated they will be able to attend. Topics to be explored on the field trip include cellular towers, commercial re-development, and development on steep slopes.

ADJOURNMENT:

The meeting was adjourned at 7:25 pm.

Jim Lamb, Chair

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 32 (Sandwich Board Sign Ordinance)
DATE: September 2, 2014 (for September 9th meeting)

The second reading of the ordinance amending the Town's Sign Code with respect to sandwich board signs is scheduled for your meeting on September 9th. There are no changes proposed to ordinance from first reading.

Please note that although it is not highlighted, Section 3 of the ordinance (on Page 2) contains the "six square feet per side" standard the Council included in the ordinance at the time of first reading.

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

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

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

4
5 Additions To The Current Breckenridge Town Code Are
6 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

7
8 COUNCIL BILL NO. 32

9
10 Series 2014

11
12 AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 8 OF THE BRECKENRIDGE
13 TOWN CODE, KNOWN AS THE “BRECKENRIDGE SIGN ORDINANCE,” CONCERNING
14 SANDWICH BOARD SIGNS

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

18
19 Section 1. The definition of “Sandwich Board Sign” in Section 8-2-3 of the Breckenridge
20 Town Code is amended to read as follows:

21 SANDWICH BOARD SIGN:

A sign that is constructed with two (2) pieces of ~~material~~ **nonreflective metal, blackboard, whiteboard, or wood**, connected at the top, which pieces form a triangular shape and are self-supporting; also known as an “A-frame” sign. A sandwich board sign may be depicted as follows:



22 Section 2. Section 8-2-3 of the Breckenridge Town Code is amended by the inclusion of
23 the following definitions:

24 **BUSINESS:**

The holder of a valid license issued by the Financial Services Manager under Chapter 1 of Title 4 of this Code.

ON PREMISES SIGN:

A sign which advertises a business, merchandise, product, service or entertainment which is sold, produced,

manufactured, furnished or which is available on the property where the sign is located.

1
2 Section 3. Section 8-2-6 of the Breckenridge Town Code is amended by the addition of a
3 new subsection Y, which shall read as follows:
4

5 **Y. Sandwich Board Signs: One (1) on premise sandwich board sign per**
6 **business if the sign is located on the private property of the business, and**
7 **does not exceed: (a) six square feet per side if it has copy on both sides; or (b)**
8 **a total of six square feet if it has copy on only one side; provided, however,**
9 **this exemption does not apply within land use districts, 17, 18, 18², 19, 20, 23,**
10 **24, 25 and that portion of land use district 11 which lies south of the**
11 **intersection of French Street and Highway 9.**
12

13 Section 4. Section 8-2-15 of the Breckenridge Town Code is amended to read as follows:
14

15 8-2-15: PROHIBITED SIGNS:
16

17 It shall be unlawful for any person to erect, construct or maintain any of the following
18 types of signs or devices:
19

- 20 A. Attention getting devices.
21 B. Backlit signs.
22 C. Flashing signs.
23 D. Moving signs.
24 E. Neon signs.
25 F. Off premises signs, except as specifically authorized in subsection 8-2-6I and
26 Section 8-2-14-1 of this Chapter.
27 G. Signs with reflective surfaces.
28 H. Roof signs.
29 I. Sandwich board signs, except as specifically authorized in ~~Subsection 8-2-14B~~
30 **Subsection 8-2-6Y and Subsection 9-1-19-45A(E)(4)** of this Chapter Code.
31 J. (Rep. by Ord. 6, Series 2004)
32 K. Temporary signs, including banners, except as specifically authorized in Section
33 8-2-14 of this Chapter.
34 L. Window signs, except as specifically authorized pursuant to subsection 8-2-6S of
35 this Chapter.
36

37 Section 5. Except as specifically amended hereby, the Breckenridge Town Code, and the
38 various secondary codes adopted by reference therein, shall continue in full force and effect.
39

40 Section 6. The Town Council hereby finds, determines and declares that this ordinance is
41 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
42 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants

1 thereof.

2
3 Section 7. The Town Council hereby finds, determines and declares that it has the power
4 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
5 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
6 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
7 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
8 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
9 contained in the Breckenridge Town Charter.

10
11 Section 8. The Town Council hereby finds, determines and declares that it has the power
12 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
13 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

14
15 Section 9. This ordinance shall be published and become effective as provided by Section
16 5.9 of the Breckenridge Town Charter.

17
18 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
19 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
20 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
21 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
22 Town.

23
24 TOWN OF BRECKENRIDGE, a Colorado
25 municipal corporation

26
27
28 By: _____
29 John G. Warner, Mayor

30
31 ATTEST:

32
33
34 _____
35 Helen Cospolich
36 Town Clerk

MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Assistant Town Manager
Date: September 2, 2014
Subject: Ordinance Approving a Long-Term Lease with the Saddle Rock Society for Barney Ford Museum and J.R. Hodges Tin Shop

At Council's direction, staff has been working with the Theobald's, through their legal counsel, for the past several months to develop a long-term lease for the Town's continued use of the Barney Ford Museum and the J.R. Hodges Tin Shop. The attached lease is between the Town and the Saddle Rock Society, a Colorado non-profit, which owns the properties in question.

The highlights of the lease are:

- The term of the lease is for a 10-year period starting in 2014 and ending December 31, 2023.
- The rent due will be \$20,000 each year for the 10-year period.
- The Town as the tenant agrees to continue to operate both the Museum and the Tin Shop at a level the same as or greater than prior years through our partners (BHA and Arts).
- The Town is responsible for all the utility costs, snow removal, and minor maintenance. If any major maintenance (roof, structural, etc) is required, both parties will confer to agree to an acceptable allocation of cost or terminate the lease.
- A "Right of First Offer" is incorporated into the lease and described in Exhibit A. For the term of the lease, if the landlord desires to sell any part of the property described in the lease, a notice must first be delivered to the Town describing the property to be sold and the price. The Town then has 30 days to respond.

Since this lease exceeds one year in length, it must be approved by ordinance. This ordinance is scheduled for first reading on September 9th. I will be available at the work session to answer any questions you have.

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

2
3 COUNCIL BILL NO. _____

4
5 Series 2014

6
7 AN ORDINANCE APPROVING A LEASE WITH THE SADDLE ROCK SOCIETY, A
8 COLORADO NON-PROFIT CORPORATION
9 (111 and 117 East Washington Avenue – Barney Ford Museum and J.R. Hodges Tin Shop)

10
11 WHEREAS, the Saddle Rock Society, a Colorado non-profit corporation, owns the real
12 property located at 111 and 117 East Washington Avenue, Breckenridge, Colorado, which
13 property is commonly known as the “Barney Ford Museum” and the “J.R. Hodges Tin Shop;”
14 and

15
16 WHEREAS, the Town desires to lease the property from the Saddle Rock Society; and

17
18 WHEREAS, a proposed Lease for the property has been prepared and reviewed by the
19 Town Council; and

20
21 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

22
23 The council may lease, for such time as council shall determine, any real or
24 personal property to or from any person, firm, corporation, public and private,
25 governmental or otherwise.

26
27 and;

28
29 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
30 lease entered into by the Town which exceeds one year in length must be approved by ordinance.

31
32 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
33 BRECKENRIDGE, COLORADO:

34
35 Section 1. The lease between the Town and the Saddle Rock Society, a Colorado non-
36 profit corporation, for the property located at 111 and 117 East Washington Avenue,
37 Breckenridge, Colorado, which property is commonly known as the “Barney Ford Museum” and
38 the “J.R. Hodges Tin Shop,” (**Exhibit “A”** hereto), is approved; and the Town Manager is
39 authorized, empowered, and directed to execute such lease for and on behalf of the Town of
40 Breckenridge.

41
42 Section 2. The Town Council hereby finds, determines, and declares that it has the
43 power to adopt this ordinance pursuant to: (i) Section 1-11-4 of the Breckenridge Town Code;
44 (ii) the authority granted to home rule municipalities by Article XX of the Colorado Constitution;
45 and (iii) the powers contained in the Breckenridge Town Charter.

BARNEY FORD HOUSE MUSEUM AND J.R. HODGES TIN SHOP LEASE

THIS BARNEY FORD HOUSE MUSEUM AND J.R. HODGES TIN SHOP LEASE (“Lease”) is made and entered into effective the 1st day of [REDACTED] 2014 between the SADDLE ROCK SOCIETY, a Colorado non-profit corporation (“Landlord”) and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“Tenant”).

RECITALS

Landlord and Tenant agree that the following statements are true and are a material part of this Lease:

WHEREAS, Landlord is the owner of Lots 1, 2, 3, 17 and 18, Block 2, Stiles Addition to the Town of Breckenridge, Summit County, Colorado, located at 111 and 117 E. Washington Avenue, Breckenridge, Colorado (the “Property”), upon which are located the historic Barney Ford House Museum (“Museum”) and the historic structure known as the J.R. Hodges Tin Shop Guest Artist Studio, also known as the Tin Shop, consisting of an artist’s studio and workshop on the ground level and an efficiency apartment on the upper level (“Tin Shop”); and

WHEREAS, Landlord, Landlord’s predecessor and Tenant have all contributed to the restoration, renovation and preservation of the Museum and the Tin Shop; and

WHEREAS, Tenant, with Landlord’s consent, has been in possession of the Property without a lease from 2008 to the date of this Lease; and

WHEREAS, the Tenant desires to lease from the Landlord the Property for the purposes of operating such Property, the Museum, and the Tin Shop in accordance with the terms and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective covenants, conditions, agreements and undertakings set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant hereby agree and covenant as follows:

1. Lease. Landlord leases to Tenant and Tenant leases from Landlord the Property (also referenced herein as the “Leased Premises”) subject to the terms, provisions, and conditions set forth herein.
2. Term. The term of this Lease shall be ten (10) years, and shall be deemed to have commenced as of 12:01 A.M., local time, on January 1, 2014, and shall end, subject to earlier termination as hereafter provided, at 11:59 P.M., local time in December 31, 2023 (the “Term”). The parties may by mutual agreement extend the Term of this Lease. However, nothing in this Lease shall obligate either the Landlord or the Tenant to extend the Term of this Lease beyond December 31, 2023.

3. Rent. Tenant shall pay to Landlord minimum annual rent (“Minimum Rent”) without deduction, set off, prior notice, or demand, in equal annual installments, in advance, on the following dates: (i) the Minimum Rent of Twenty Thousand and no/100 Dollars (\$20,000.00) for 2014 shall be paid within thirty (30) days of the date of the signing of this Lease; and (ii) the Minimum Rent of Twenty Thousand and no/100 Dollars (\$20,000.00) per year for the remainder of the Term shall be paid on the first day of each year commencing on the first day of January, 2015, and continuing on the first day of January each year thereafter.

4. Additional Rent. All items designated as Additional Rent under this Lease shall be due and payable as specified herein. The term “Rent,” as used herein, shall mean and include Minimum Rent and/or Additional Rent.

5. Security Deposit. No security deposit shall be required from Tenant in connection with this Lease.

6. Quiet Enjoyment. Landlord covenants that upon paying the Rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Leased Premises for the agreed Term.

7. Use of Leased Premises; Compliance With Landlord’s Rules and Applicable Laws. The Lease Premises may be used by the Tenant to operate the Property, the Museum, and the Tin Shop in accordance with the provisions of this Lease, and for no other purpose without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole and absolute discretion. During the Term Tenant shall comply with: (i) all reasonable rules and regulations which the Landlord may make for the protection of the Lease Premises that do not conflict with the terms of this Lease; and (ii) all laws, ordinances, regulations, rules, and orders of appropriate governmental authorities either now in force or hereafter enacted pertaining to police, fire, sanitation, occupancy, and preservation of the Leased Premises. During the Term Tenant shall not maintain, commit or permit the maintenance or commission of any nuisance on the Leased Premises.

8. Operation, Administration and Management of Museum.

8.1 Use of Property and Museum. The Museum will be operated as a historic interpretive museum by Tenant, or by parties under contract with Tenant, with the hours of operation both during the summer and the winter to be determined from time to time by agreement between Tenant and Landlord.

8.2 Staffing/Hours of Operation. Tenant, or parties under contract with Tenant, shall provide volunteers and/or employees to give historical interpretative tours of the Museum on a regular basis throughout the year. Regular hours are to be agreed upon by Landlord and Tenant from time to time. Tenant shall operate the Museum at the same or greater level as occurred during 2012 and 2013. However, both parties agree that changes or revisions to the agreed upon schedules of operation of the Museum may be considered based upon visitor numbers and other circumstances, and that they may be modified if approved by both parties. Additionally, during periods and times when Tenant has not scheduled the Museum for use, Landlord may supplement the operating

hours of the Museum, or use the Museum for private and fundraising activities, during which times Landlord shall provide its own volunteers and/or employees for staffing purposes. The parties further agree that during periods of anticipated low use by the Tenant tours and operation of the Museum may be interrupted or discontinued, if necessary, to allow for restoration, rehabilitation or repairs of the Museum.

8.3 Admission Fees/Donations. Tenant may charge such fees for admission to the Museum as may be agreed upon between Landlord and Tenant from time to time. If there is no fee charged for admission to the Museum, Landlord and/or Tenant will suggest a minimum recommended donation.

8.4 Museum Supervision. Tenant will use the Museum and the Property only for the purposes stated herein; and shall monitor the condition of the Museum and the Property for safety. During operations and activities conducted by Landlord, Landlord shall perform the same services as are otherwise required by Tenant.

9. Operation, Administration and Management of Tin Shop.

9.1 Operation, Administration and Management. Tenant shall be responsible for, without limitation: (i) the overall oversight and management of the Tin Shop; (ii) recruitment of artists to use and occupy the Tin Shop; (iii) the management and enforcement of contracts with artists for the use and occupancy of the Tin Shop; (iv) programming artist's studio programs and workshops at the Tin Shop; (v) and the development and implementation of a public relations/marketing campaign to promote the Tin Shop. The administration, operation and marketing of the Tin Shop shall be compatible with the geographical area of the Town of Breckenridge commonly known as the "Arts District of Breckenridge", as such area may develop from time to time throughout the Term of this Lease ("Arts District").

9.2 Use of Tin Shop. The Tin Shop shall be operated as a studio and residence for visiting artists, with the term or length of use by each visiting artist to be no longer than one (1) month, unless otherwise agreed between Landlord and Tenant. Tenant shall operate the Tin Shop at the same or greater level as occurred during 2012 and 2013. In order to achieve the greatest benefit, the parties agree that the terms under which the visiting artists shall be permitted to use and occupy the Tin Shop, including, but not limited to such things as: (i) the length of the lease/rental agreement for the Tin Shop; (ii) the rent and/or fees, if any, to be charged to the artist for the use of the Tin Shop; (iii) the amount of the security deposit, if any, to be paid by the artist; (iv) the terms under which the artist will pay or reimburse Tenant for the cost of utilities used or consumed at the Tin Shop, if any; (v) the details of the artist's public workshops/classes; and (vi) the hours of operation of the Tin Shop, which are not to be specified in this Lease, shall be decided by the Tenant. It is understood and agreed that an artist may be offered occupancy and use of the Tin Shop without the requirement that rent and/or fees be paid; that an artist may or may not be asked to contribute a piece of art, to host receptions, offer workshops and demonstrations, and/or to maintain open hours where the Tin Shop is open to the public. The intent of this paragraph is to allow for significant flexibility on the part of Tenant in recruiting and negotiating contracts with visiting artists.

9.3 Selection and Specific Terms of Use of Tin Shop By Artists. The Tenant shall recruit and select visiting artists for occupancy and use of the Tin Shop, with a representative of Landlord serving as a participant in that selection process. The specific terms and conditions under which a visiting artist shall be permitted to use and occupy the Tin Shop shall be determined by the Tenant. In selecting artists who will use and occupy the Tin Shop, the primary goal shall always be to insure that the selected artists will complement the Arts District.

9.4 Other Use of Tin Shop. During the Term of this Lease, the Tin Shop may be used by either the Tenant or the Landlord for both public and private events, some of which may be fundraising events. Such uses shall be mutually agreed upon the Tenant and Landlord.

9.5 Signage, Furnishings and Landscaping. Tenant shall develop, install, and maintain appropriate signage for the Tin Shop that complies with the Tenant's Sign Code. Tenant may also install appropriate furnishings, benches, flowers and other landscaping for the Tin Shop. Tenant shall maintain all flowers and other landscaping installed at the Lease Premises.

10. Marketing, Interpretation and Exhibits. Tenant agrees to advertise and otherwise publicize the Museum, the Tenant tours of the Museum, the Tin Shop, and the Guest Artists at the Tin Shop, all through appropriate signage, publicity, appropriate media (such as newspapers), publicly posted posters, radio publicity, and other publications and media. In conjunction with Landlord, Tenant agrees to develop and install various interpretive signage and other graphic materials pertinent to the promotion and operation of the Museum and the Tin Shop, and to arrange for appropriate interpretive displays within the Museum utilizing display materials and artifacts obtained by Tenant, either through purchase, lease, or loan. The interpretive displays within the Museum may include appropriate exhibits, artifacts, and other materials which would be useful in interpreting the historical significance of the Museum. Some of the artifacts displayed at the Museum may be on loan from Landlord or from the Robin G. Theobald family. All marketing, interpretive, and exhibit artifacts and graphic materials developed by Tenant and pertaining to the Museum or the Tin Shop shall be subject to Landlord's reasonable approval. Upon the expiration or earlier termination of this Lease all marketing, interpretive, and graphic materials (including, but not limited to signage pertaining to the Museum and Tin Shop) developed or owned by Tenant specifically for use in interpreting and/or promoting the Museum and the Tin Shop shall, upon Landlord's request, be conveyed by Tenant to Landlord. The preceding sentence does not apply to any marketing, interpretive, or graphic material, or other intellectual property or property rights developed or created by Tenant, or any third party under contract with the Town to operate the Museum, the Tin Shop, or both the Museum and the Tin Shop, for use in connection with the interpretation, promotion, development, or other use of the "Arts District" in general, or other buildings or spaces within the Arts District other than the Museum and/or Tin Shop.

11. Use of Property Grounds. The grounds of the Property may be used by Tenant for both public and private events, some of which may be fund raising events (if agreed upon from time to time by both Landlord and Tenant). The grounds of the Property may be used by Landlord for public and private events, some of which may be fund raising events, and all funds

resulting from fund raising events held by Landlord shall be used solely and exclusively for the improvement, maintenance, and operation of the Leased Premises.

12. Utilities. Tenant shall pay the costs of all utility services required at the Leased Premises, (including both the Museum and the Tin Shop), including, but not limited to, water, sewer, gas, electricity and telephone. If possible, Tenant shall contract directly with utility providers. Landlord shall not be liable for any personal injury or property damage resulting from negligent operation or faulty installation of utility services provided for use on the Leased Premise, nor shall Landlord be liable for any injury or damage suffered by Tenant as a result of the failure to make necessary repairs to the utility facilities. Tenant shall be liable for any injury or damages to the equipment or service lines of the utility suppliers that are located on the Leased Premises, resulting from the negligent or deliberate acts of Tenant, or its employees, agents or visiting artists. In particular, Tenant shall be liable for any loss or damage due to freezing, stoppage, or blockage of water pipes or plumbing fixtures on the Leased Premises.

13. Parking. Use of any parking area provided by the Landlord shall be governed by such rules and regulations as may be made from time to time by Landlord. The use of any such parking area by Tenant shall be at Tenant's risk and with the understanding and agreement that Landlord shall not be liable for personal injury or loss of or damage to property occurring thereon.

14. Taxes. The parties acknowledge that, pursuant to Section 39-3-105, C.R.S., all real or personal property of the Tenant is exempt from taxation. However, the parties agree that any taxes lawfully assessed arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease shall be paid by Tenant, and Tenant shall indemnify and hold Landlord harmless from any such taxes. Any taxes due arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease shall be paid by Tenant in a timely manner. Prior to the last day for payment of such taxes without penalty or interest, Tenant shall provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the taxes. Tenant may pay any taxes in installments if permitted by law. If any taxes are assessed arising from Tenant's occupancy and use of the Property pursuant to this Lease, the Tenant shall have the right, at its sole expense, to contest any such taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings; provided that the commencement and prosecution of such legal proceedings does not jeopardize Landlord's interest in the Property during the pendency of the proceedings, and that the Tenant makes timely payment of such taxes if the Tenant loses the contest or there is any risk whatsoever that the Property may be sold. The Tenant shall advise the Landlord prior to instituting any such contest and shall as a condition of exercising such right provide the Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this paragraph. Landlord at Tenant's sole cost and expense, shall reasonably cooperate with Tenant in any such contest, may join in the contest, and shall execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

15. Alterations And Improvements. Tenant shall make no alteration to the Leased Premises or any portion of the Property without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. All alterations, changes and improvements built, constructed or placed in or on the Leased Premises or any portion of

Property by Tenant, with the exception of: (i) fixtures removable without damage to the Leased Premises and (ii) moveable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, become the property of the Landlord and shall remain on the Leased Premises at the expiration or sooner termination of this Lease.

16. Assignment And Sublease. Tenant shall not sublet the Leased Premises or any part thereof, or assign this Lease, or any part hereof, without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole and absolute discretion. However, it is acknowledged that the Tenant may permit the Tin Shop to be used by visiting artists in connection with its "Visiting Artist Program" as described in paragraph 9, and that such use shall not constitute a violation of this Lease. The language of this paragraph 16 shall not serve to prohibit the operation of the Museum by the Breckenridge Heritage Alliance or the operation of the Tin Shop by the Arts District of Breckenridge.

17. Exhibits, Artifacts, Maintenance, Repair And Snow Plowing.

17.1 Tenant will furnish to Landlord an up-to-date inventory of artifacts, exhibits, appliances, and other personal property in and upon the Leased Premises as of the first day of each tour season. In the event of any loss of or damage to any artifacts, exhibits, appliances or other personal property located upon and within the Leased Premises, Landlord and Tenant shall report to one another, and cooperate in resolving any insurance claim with respect to such loss or damage.

17.2 Tenant shall, at Tenant's sole expense, keep and maintain the Landlord's appliances, and all other personal property and Tenant's trade fixtures located in the Leased Premises, including both the Museum and the Tin Shop, in as good and sanitary a condition and state of repair as existed at the commencement of this Lease.

17.3 Tenant shall maintain the grounds of the Property, including all vegetation, in good condition at all times during the Term of the Lease.

17.4 During the Term of this Lease, Tenant, at Tenant's sole expense, shall provide all "Minor Repairs and Maintenance" to the Leased Premises that are necessary to allow the Leased Premises to be used by Tenant as described herein. As used in this Paragraph "Minor Repairs and Maintenance" includes all maintenance and periodic upkeep of the Leased Premises that is not a "Major Repair and Maintenance" as defined in Paragraph 17.5. Without limiting the generality of the preceding sentence "Minor Repairs and Maintenance" includes interior and exterior painting and oiling of the shingles of the Leased Premises. No work shall be done by Tenant on the structural elements of the Museum or the Tin Shop without Landlord's prior approval.

17.5 As used in this Lease the term "Major Maintenance" includes repair or replacement of the roof, foundation, exterior walls, interior structural walls, all structural components, windows, and all systems of the Leased Premises, such as mechanical, electrical, heating/ventilation and plumbing (except repairs or replacement of the interior plumbing system caused by Tenant's misuse or negligence, which shall be a Minor Repair and Maintenance to be performed by the Tenant pursuant to Paragraph 17.4). If the Leased

Premises require Major Maintenance, the Landlord and the Tenant shall meet and confer about such maintenance, and attempt to arrive at an acceptable allocation of the cost thereof between the Landlord and the Tenant. If the Landlord and the Tenant are unable to agree as to an acceptable allocation of the cost of an item of Major Maintenance this Lease may be terminated by either party upon not less than 180 days' notice to the other party, unless a shorter notice is required because the Leased Premises are unsafe to occupy.

17.6 If, during the Term of this Lease, Landlord gives notice to Tenant of the need for Minor Repairs and Maintenance of the Leased Premises or the Property, and such Minor Repairs and Maintenance are not performed by Tenant in a timely manner, Landlord may undertake such Minor Repairs and Maintenance and thereafter Tenant shall reimburse Landlord for the cost of same.

17.7 During the Term of this Lease, Tenant, at Tenant's sole expense, shall provide all required snow plowing necessary to allow the Leased Premises to be used by Tenant as described herein.

18. Surrender of Leased Premises; Removal of Tenant's Property. At the end of the Term Tenant shall surrender the Leased Premises to the Landlord in as good a condition as existed at the time of the commencement of this Lease, normal wear and tear excepted. At the end of the Term Tenant shall remove its property from the Leased Premises. Any property of Tenant's not removed from the Leased Premises by Tenant at the expiration of this Lease shall be considered abandoned and Landlord shall have the right (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the same at the expense of the Tenant and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

19. Inspection Of Leased Premises. Tenant acknowledges that it has inspected the Leased Premises and is aware of its condition. Tenant accepts the Leased Premises in "AS IS" condition without recourse to Landlord for any dangerous conditions, known or unknown. Tenant further stipulated that the Leased Premises are, at the time of this Lease, in good order, repair, and in safe, clean, and tenantable condition.

20. Access To Leased Premises. Tenant shall permit Landlord, its agents, employees and contractors, to have access to and to enter the Leased Premises, including both the Museum and the Tin Shop, at all reasonable times.

21. Liens. Tenant shall not permit the creation of any type of lien upon the Leased Premises, including, but not limited to a mechanic's or materialmen's lien. The indemnification provisions of this Lease shall 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 lien, charge or order for the payment of money shall be filed against the Leased Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days from the filing of such lien.

22. Hazardous Materials. Tenant shall not store or permitted the storage on the Leased Premises of any type of hazardous or similar material which is regulated by federal, state or local regulation.

23. Termination If Leased Premises Are Damaged. If the Leased Premises, or any part thereof, shall be damaged by fire or other casualty during the Term of this Lease, this Lease may be terminated by either party upon written notice to the other party given in the manner provided in paragraph 33.

24. Tenant Default. Tenant shall be in default under this Lease if Tenant fails to comply with any of the terms, provisions or covenants of this Lease. In such event Landlord shall serve upon Tenant a demand for compliance in accordance with Colorado law.

25. Landlord's Remedies Upon Default. If the Tenant is in default under this Lease, Landlord shall have all of the remedies provided for in such circumstances by Colorado law, including, without limitation, the right to terminate this Lease by written notice to Tenant, in which event Tenant shall immediately surrender the Leased Premises to Landlord and, if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises and expel or evict Tenant and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, so long as Landlord does not commit a breach of the peace in doing so, without being liable for any claim for damages therefore.

26. Holdover By Tenant. Should Tenant remain in possession of the Leased Premises with the consent of Landlord after the natural expiration of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof, but shall be terminable on ten (10) days' written notice served by either Landlord or Tenant on the other party.

27. Insurance.

27.1 Tenant shall procure and maintain general liability insurance with minimum limits of liability not less than the limits of liability established under the Colorado Governmental Immunity Act (Section 24-10-101, et seq., C.R.S., as amended from time to time) ("Act"), which limits are as of the commencement of this Lease three hundred fifty thousand Dollars (\$350,000) for injuries or damages sustained to one person in any single occurrence and nine hundred ninety thousand dollars (\$990,000) for injuries or damages sustained to two or more persons in any single occurrence. Such coverages shall be procured and maintained with forms and insurers reasonably acceptable to the Landlord; provided, however, that the Tenant's liability insurance provided by the Colorado Intergovernmental Risk Sharing Agency (CIRSA) shall be deemed to be acceptable to Landlord. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Tenant pursuant to the provisions of this Lease. In the case of any claims-made policy, the necessary retroactive damages and extended reporting periods shall be procured to maintain such continuous coverages.

27.2 The Tenant's general liability insurance policy required by paragraph 27.1, above, shall be endorsed to include the Landlord as an additional insured. The Tenant's general liability insurance policy above shall be primary insurance, and any insurance carried by Landlord, its officers, or its employees shall be excess and not contributory insurance to that provided by Tenant. Tenant shall be solely responsible for any deductible losses under the Tenant's required general liability insurance.

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

Saddle Rock Society
c/o Theobald
P.O. Box 1749
Breckenridge, CO 80424

27.4 Notwithstanding any other portion of this Lease, failure of the part of Tenant to procure or maintain policies provided the required coverages, conditions, and minimum limits shall constitute a material breach of this Lease for which Landlord may immediately terminate this Lease.

28. Right of First Offer. The attached Exhibit "A" is incorporated herein by reference. Notwithstanding anything contained in this Lease to the contrary, the Right of First Offer Provision described in Exhibit "A" shall terminate upon the termination or expiration of this Lease.

29. No Waiver Of Governmental Immunity. The parties hereto understand and agree that Tenant 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 Act, or any other limitation or defense otherwise available to Tenant, its officers, or its employees.

30. Indemnification. To the extent of the limits of liability established from time to time by the Act, Tenant agrees to indemnify and hold Landlord harmless from and against 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 or any kind whatsoever, which occur on the Leased Premises and which arise out of or are in any manner connected with Tenant's occupancy of the Leased Premises pursuant to this Lease. Tenant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claim, or demand at the sole expense of Tenant. Tenant also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees. Provided, however, that Tenant's obligations under this paragraph shall in no event exceed the monetary limitations established from time to time by the Act, and shall be

applicable to any injury, loss, or damage that arises during a time the Landlord uses the Leased Premises.

31. Non-liability Of Landlord. Tenant hereby releases Landlord from any and all liability for any injury or damage to Tenant, or to Tenant's property located on or about the Leased Premises, resulting from any cause whatsoever, except injury or damage resulting from the willful act of Landlord, or the representatives, agents, and employees of Landlord.

32. Attorney's Fees. 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, shall be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution of defense of such action.

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

If intended for Tenant, to:

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

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

Timothy H. Berry, Esq.
Timothy H. Berry, P.C.
P.O. Box 2
Leadville, Colorado 80461
Telecopier number: (719) 486-3039
Telephone number: (719) 4486-1889

If intended for Landlord, to:

Saddle Rock Society
c/o Theobald
Attention: Patty Theobald
P.O. Box 1749
Breckenridge, Colorado 80424
Telecopier number: (970) 453-4998
Telephone number: (970) 453-6901

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

D. Wayne Brown, Esq.
West Brown Huntley Hunter Teodoru PC
P.O. Box 588
Breckenridge, Colorado 80424
Telecopier number: (970) 453-0192
Telephone number: (970) 453-2901

Any notice delivered by mail in accordance with this paragraph shall be deemed to have been duly given and received on the third business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by telecopier in accordance with this paragraph shall be deemed to have been duly given and received upon receipt of concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same day to that intended recipient. Any notice delivered by hand or commercial carrier shall be deemed to have been duly and received given upon actual receipt. Either party, by notice given as above, may change the address to which future notices may be sent.

34. Annual Appropriation. Financial obligations of the Tenant 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 shall not be made available, this Lease may be terminated by either party without penalty; provided, however, that in the event of termination of this Lease pursuant to this paragraph the Tenant will pay Landlord all Minimum Rent due for the Property through the end of the last fiscal year in which sufficient funds to pay the Minimum Rent were appropriated. The Town's obligations hereunder shall 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.

35. Time of Essence. Time is of the essence of this Lease.

36. No Partnership. Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed that the Landlord shall not be construed or held to be a partner, associate or joint venturer of Tenant in the conduct of its business.

37. Third Parties. This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party any right to claim damages or to bring suit, action or other proceeding against either the Landlord or the Tenant because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

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

39. Modification. This Lease may be modified or amended only by a duly authorized written instrument executed by the parties hereto. Oral modifications of this Lease shall not be permitted.

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

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

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

43. No Recording. This Lease shall NOT be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

44. Binding Effect. This Lease shall be binding upon, and shall inure to the benefit of, the parties and their respective successors.

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

IN WITNESS WHEREOF, the parties have executed this Museum and Tin Shop Lease this ____ day of _____, 2014.

LANDLORD:

SADDLE ROCK SOCIETY, a Colorado non-profit corporation

By: _____

Title: _____

TENANT:

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Helen Cospolich, Town Clerk

Exhibit "A"

RIGHT OF FIRST OFFER

1. Property – Defined. As used in this Right of First Offer provision, the "Property" includes the Museum, the Tin Shop, or both the Museum and the Tin Shop.

2. Right of First Offer. The Landlord will not sell the Property without first offering the Property to the Tenant pursuant to this Right of First Offer Provision. This Right of First Offer Provision creates a specifically enforceable right of first offer to purchase the Property in favor of the Tenant subject to the terms and conditions of this Right of First Offer Provision.

3. Procedure to Comply With Right of First Offer. The right of first offer created by this Lease will be honored by the Landlord and exercised by the Tenant in the following manner:

A. If the Landlord desires to sell the Property, the Landlord will first send a written offer ("Offer") to the Tenant by certified mail, return receipt requested, addressed to P.O. Box 168, Breckenridge, Colorado 80424, or at any other mailing address for the Tenant then shown on the Town of Breckenridge website (<http://www.townofbreckenridge.com>). Alternatively, the Offer may be personally delivered to the Town Manager. The Offer will have been properly served on the Tenant when it is delivered to the Town Manager, or upon the Tenant's receipt of the Offer if the Offer is served by mail, whichever is applicable.

B. An Offer must describe the portion of the Property proposed to be sold, and state a specified price and all principal terms and conditions of the proposed sale. The Offer must also set forth the Landlord's then-current mailing address to which any notice of acceptance of the Offer may be delivered.

C. If the Tenant desires to accept the Offer, the Tenant must notify the Landlord in writing of such acceptance within 30 days of the date of service of the Offer upon the Tenant. Notice of the Tenant's acceptance of the Offer must either be personally delivered to the Landlord, or sent by certified mail, return receipt requested, to the Landlord at the mailing address set forth in the Offer. A notice of acceptance is valid and effective when personally delivered to the Landlord, or when mailed to the Landlord at the mailing address set forth in the Offer, whichever is applicable.

D. If the Tenant fails give Landlord written notice of acceptance of the Offer within the 30 day period, the Landlord may, within 180 days after the expiration of the 30 day period described above, sell the Property at or above the sale price described in the Offer. Such sale may be made free and clear of the right of first offer provided for in this Property. If the Property is not sold within such 180-day period, any subsequent sale of the Property is subject to the requirement that a new Offer be given to the Tenant in accordance with this Right of First Offer Provision.

E. If the Tenant accepts the Offer, then the Landlord and the Tenant will negotiate in good faith and attempt to reach a commercially reasonable contract for the purchase and sale of the Property. If the Tenant and the Landlord sign a contract for the purchase and sale of the Property, the rights and responsibilities of the Parties will be as set forth in the contract. If the

Tenant and the Landlord have not signed a bona fide contract for the sale and purchase of the Property within 30 days after the giving of timely notice of acceptance of the Offer by the Tenant, the Landlord may sell the Property to any party at or above the sale price described in the Offer, but not for a price that is less than 100% of the Offer. Such sale may be made free and clear of the right of first offer provided for in this Property.

F. The provisions of this Right of First Offer Provision are specifically enforceable by the Tenant.

4. **Termination of Right of First Offer.** Notwithstanding anything contained herein to the contrary, this Right of First Offer shall terminate upon the termination or expiration of the attached Barney Ford House Museum and J.R. Hodges Tin Shop Lease.



MEMORANDUM

To: Mayor and Town Council
From: Tim Gagen, Town Manager
Date: September 3, 2014
Subject: *Pinewood Refinancing Approval Documents*

Background

In February of 2013, the Town entered into a loan agreement with Breckenridge Village Apartments, LLC (Pinewood) where the Town temporarily loaned Pinewood \$7,200,000 in the first step of refinancing the original Pinewood financing and has been receiving interest payments on that loan since then. The loan agreement provided that Pinewood would secure permanent refinancing within a three year period, with the Town providing a portion of the permanent financing at \$1,400,000. Pinewood has now secured permanent financing for \$5,855,000 from Freddie Mac to repay the Town's \$7,200,000 temporary loan minus the \$1,400,000 agreed to in the loan agreement. In order to close the refinancing, Pinewood and the Town need to approve several lease and loan documents.

Council Action

Before the Council tonight are two resolutions and one ordinance to approve the refinancing. The ordinance amends the original land lease for the Pinewood project to delete sections no longer relevant to the lease, to recognize the new financing and lender, and making other modifications required by the Freddie Mac financing.

One of the resolutions approves the assigning of the Pinewood's original interest in the land lease to a new LLC, Corum Breckenridge Equities, LLC. The new LLC will take over all responsibilities of the amended land lease and the new financing by Freddie Mac.

The second resolution authorizes the execution of the loan documents required for the refinancing by Freddie Mac and the conversion of the Town's original temporary loan to a permanent loan of \$1,400,000 as agreed to in the loan agreement. These documents include an amended Promissory Note, Subordination Agreement and Ground Lessor Estoppel Certificate.

The resolutions, ordinance and associated documents have been reviewed by the Town Attorney and Manager and follow the form required by Freddie Mac for the loans. When the refinancing is complete, the Town will receive monthly principal and interest payments for its \$1,400,000 loan and an annual land lease payment, all of which will flow back into the Housing Fund to support future affordable housing projects.

1 authority granted to home rule municipalities by Article XX of the Colorado Constitution; and
2 (iii) the powers contained in the Breckenridge Town Charter.

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

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

10
11 TOWN OF BRECKENRIDGE, a Colorado
12 municipal corporation
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16 By: _____
17 John G. Warner, Mayor
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19 ATTEST:
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23 _____
24 Helen Cospolich
25 Town Clerk
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Prepared by, and after recording
return to:
Moss & Barnett (Elizabeth Kiernat)
A Professional Association
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129

Freddie Mac Loan No.: 708114466
Property Name: Pinewood Village

FOURTH AMENDMENT TO LEASE

This FOURTH AMENDMENT TO LEASE (“Amendment”) is made to be effective as of the _____, 2014, by and between the Town of Breckenridge, a Colorado municipal corporation (“Landlord”) as landlord, and Corum Breckenridge Equities, LLC, a Colorado limited liability company (“Tenant”), as tenant.

RECITALS

A. Tenant is the holder of a leasehold estate affecting the property commonly known as Pinewood Village Apartments, located in Breckenridge, Colorado and more particularly described in Exhibit A (the “Property”), which leasehold estate is evidenced by that certain Lease dated June 14, 1995, between Landlord and Breckenridge Village Apartments, LLC, a Colorado limited liability company, predecessor in interest to Tenant, which Lease was recorded July 21, 1995 at Reception No. 495017 in the Official Records of Summit County, Colorado, as thereafter amended (collectively, the “Ground Lease”). A list of all the documents constituting the Ground Lease is attached hereto as Exhibit B.

B. Tenant is in the process of obtaining a mortgage loan in an amount of \$5,855,000.00 (the “Loan”) from NorthMarq Capital, LLC, a Minnesota limited liability company (“NorthMarq”), which Loan will be secured by Tenant’s interest in the Ground Lease, and which Loan will be ultimately assigned to Federal Home Loan Mortgage Corporation (“Freddie Mac”) (NorthMarq and Freddie Mac are referred to hereinafter collectively or individually as “Lender”).

C. Landlord and Tenant have been requested to execute this Amendment and in so doing acknowledge that NorthMarq and Freddie Mac will rely upon this Amendment, and the covenants and terms contained herein as a precondition of the making and funding the Loan to Tenant.

NOW THEREFORE, for and in consideration of the mutual covenants contained in this Amendment, Landlord and Tenant hereby amend the Ground Lease as follows:

1. The parties acknowledge that all “Preferred Return” obligations have been satisfied and paid, therefore Section 1.33 “Preferred Return” is deleted in its entirety, and all other references to “Preferred Return” in the Ground Lease shall be deleted.

2. Section 1.30 of the Ground Lease is deleted in its entirety and replaced with the following:

1.30 “Operations Proceeds” shall mean 75% of surplus cash proceeds received from the operation of the Project after the payment of all costs and expenses incurred by Tenant in the operation and management of the Project, including without limitation, debt service, replacement reserve contributions, contributions to reserves (i.e. taxes and insurance reserves) management fees, and all other operational and maintenance expenses.

3. A new Section 1.47 of the Ground Lease is added as follows:

“Loan” shall mean a loan in an amount of \$5,855,000 evidenced by the Multifamily Note dated as of _____, 2014 (“Note”), and executed by Tenant in favor of NorthMarq Capital, LLC, a Minnesota limited liability company, which Loan will be secured by Tenant’s interest in the Property, and which Loan will be ultimately assigned to Federal Home Loan Mortgage Corporation (“Freddie Mac”) (NorthMarq and Freddie Mac are referred to hereinafter collectively or individually as “Lender”).

4. Landlord agrees to notify Lender at the addresses set forth below, or such other addresses as provided to Landlord in writing, upon the occurrence of any default under the Ground Lease or any event which with the passage of time or the giving of notice or both would constitute a default under the Ground Lease.

NorthMarq Capital, LLC
Attention: Servicing
3500 American Boulevard West, Suite 500
Bloomington, MN 55431

Freddie Mac
Attention: Director, Asset
Management
8100 Jones Branch Drive
McLean, VA 22102

5. Landlord agrees and acknowledges that Tenant may obtain financing or refinancing with respect to the Project and Tenant’s interest in the Property without Landlord’s consent, and Landlord shall have no right to approve any documents executed by Tenant in connection with any such financing or refinancing, including but not limited with respect to the Loan. Landlord and Tenant agree that, for so long as the Loan is secured by the Property, the fee

estate of the Landlord may not be subject to any encumbrances and Landlord agrees that it will not mortgage the fee estate.

6. Notwithstanding any other provisions in Ground Lease, Landlord shall not receive any insurance proceeds until (i) the Property is restored or (ii) Lender is paid in full.

7. Notwithstanding Sections 7.3 and 11.3 in the Ground Lease, Landlord and Tenant agree to the following: (a) Lender shall have the right to participate in adjustment of losses as to casualty/hazard insurance proceeds; (b) the payment of casualty/hazard insurance proceeds shall be made to the Lender or an independent trustee acceptable to the Lender; (c) any casualty/hazard insurance proceeds that remain after the restoration of the Property is completed shall be paid to the Tenant (subject to the Lender's lien) rather than to the Landlord; and (d) Tenant's obligation to rebuild the Property shall be limited to the amount of available casualty/hazard insurance proceeds.

8. Section 13.3.F. of the Ground Lease is amended and restated to read as follows:

(F) Mortgagee's General Cure Rights. With respect to any Tenant default which cannot be cured by a Mortgagee, including, but not limited to, the filing of bankruptcy by the Tenant, or Tenant's abandonment of the Project, so long as the Mortgagee has diligently exercised its rights and remedies and has cured any curable Tenant defaults within the time period(s) provided herein, Landlord shall waive any such defaults that cannot be cured by Mortgagee, provided that such Mortgagee shall also have the right to foreclose its Mortgage and to acquire Tenant's interest in this Lease. This Lease shall not be terminable by the Landlord as a result of good standing status or other defaults by Tenant that by their nature are not capable of being cured by a Mortgagee. If this Lease terminates for any reason other than expiration of the term (including rejection or deemed rejection in bankruptcy, Mortgagee's inability to cure a default, merger of title or attempted surrender by Tenant), Landlord agrees that it will either waive such default or enter into a new ground lease with Mortgagee or its nominee on the same terms and conditions as this Lease, as amended, and with the same priority.

9. No merger of fee title with the Ground Lease interest under any circumstances (whether effected by the Landlord or the Tenant) shall result in the termination of the Ground Lease or an extinguishment of any Ground Lease mortgage.

10. In the event of foreclosure of the Property by Lender, Lender may exercise any rights to extend the Ground Lease or purchase the Property (if applicable) without the joinder of the Tenant.

11. The following sentence is added to the end of Section 20.9: "If Tenant unilaterally modifies, restates, terminates, surrenders or cancels the Ground Lease without the prior consent of the Lender, then such actions shall be void at the option of the Lender."

12. Notwithstanding Section 19, Landlord acknowledges that its right to purchase Tenant's interest in the Lease is prohibited as long as the Lender's mortgage is outstanding.

13. Notwithstanding anything to the contrary in the Ground Lease, Landlord and the Tenant hereby agree that any and all condemnation awards received by the Tenant or Landlord in connection with the Property shall be delivered to Tenant, subject to the provisions of any mortgage recorded against the Property.

14. Notwithstanding anything to the contrary in the Ground Lease, Tenant's share of any condemnation award shall be no less than the total condemnation award less the value of Landlord's remainder interest in the Project, considered as if unimproved but encumbered by the Ground Lease. To the extent that Tenant is entitled to any condemnation award, it shall be paid to the most senior Mortgagee to be used first to restore the Improvements to the extent not otherwise taken (i.e. partial condemnation) or otherwise in accordance with the applicable mortgage documents.

15. Notwithstanding any other provision in the Ground Lease to the contrary, in the event of a partial condemnation, this Lease shall continue unless Tenant and Landlord shall agree to terminate the Lease with the consent of the Mortgagee. Any condemnation award shall be paid to the most senior Mortgagee or a trustee it designates to be used first to restore the Improvements or otherwise in accordance with the applicable mortgage documents. Any remainder shall be disbursed to the most senior Mortgagee to the extent required by its loan documents and any excess to Tenant.

16. This Amendment shall only be in full force and effect during the term of the Loan. After the Loan has been repaid in its entirety, this Amendment shall be null and void except for Section 1 in this Amendment shall survive after the Loan has been repaid.

[The remainder of this page is left intentionally blank; signature pages follow]

LANDLORD:

Town of Breckenridge,
a Colorado municipal corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of Town of Breckenridge, a Colorado municipal corporation, on behalf of the municipal corporation.

Signature of Person Taking Acknowledgement

Title

Serial Number, if any

TENANT:

Corum Breckenridge Equities, LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of Corum Breckenridge Equities, LLC, a Colorado limited liability company, on behalf of the limited liability company.

Signature of Person Taking Acknowledgement

Title

Serial Number, if any

Exhibit A
Legal Description

LOT 5, BLOCK 1, PARKWAY CENTER SUBDIVISION FILING NO. 1 AMENDED,
COUNTY OF SUMMIT, STATE OF COLORADO

Exhibit B
List of ground lease, amendments, supplements, options, etc.

Lease dated June 14, 1995, by and between Breckenridge Village Apartments, LLC, a Colorado limited liability company, as tenant, and Town of Breckenridge, a Colorado municipal corporation, as landlord, recorded July 21, 1995 in the Official Records of Summit County, Colorado at Reception No. 495017, as amended by that certain Amendment to Lease recorded January 9, 1996 in the Official Records of Summit County, Colorado at Reception No. 507077, that certain Second Amendment recorded May 1, 1996 in the Official Records of Summit County, Colorado at Reception No. 514233, and that certain Third Amendment recorded June 28, 1996 in the Official Records of Summit County at Reception No. 518117, as assigned and assumed by an Assignment and Assumption of Lease dated _____, 2014 from Breckenridge Village Apartments, LLC, as Assignor to Borrower, the current Tenant and recorded in the Official Records of Summit County, Colorado.

2528491v5

1 WHEREAS, the Town Council further finds and determines that the Town will still be
2 adequately secured under the Loan Agreement and Ground Lease after the requested documents
3 have been executed and delivered to NorthMarq and Freddie Mac.
4

5 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
6 BRECKENRIDGE, COLORADO:
7

8 Section 1. In connection with the new loan to be made to Corum Breckenridge Equities,
9 LLC, a Colorado limited liability company, by NorthMarq Capital, LLC, a Minnesota limited
10 liability company, as described above, the Town Manager is authorized, empowered, and
11 directed to execute: (i) a Subordination Agreement; (ii) a Ground Lessor's Estoppel Certificate;
12 and (iii) such other documentation as may be reasonably required in connection with or as a
13 result of such loan; provided that all such documentation shall be in form and substance
14 acceptable to the Town Attorney.
15

16 Section 2. This resolution is effective upon adoption.
17

18 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2014.
19

20 TOWN OF BRECKENRIDGE
21

22
23
24 By: _____
25 John G. Warner, Mayor
26

27 ATTEST:
28
29
30

31 _____
32 Helen Cospolich
33 Town Clerk
34

35 APPROVED IN FORM
36
37
38

39 _____
40 Town Attorney Date
41
42
43
44
45
46
47

AMENDMENT TO PROMISSORY NOTE

This Amendment to Promissory Note (the "**Amendment**") is hereby entered into by and between **CORUM BRECKENRIDGE EQUITIES, LLC**, a Colorado limited liability company ("**CBE**"), and the **TOWN OF BRECKENRIDGE**, a Colorado Municipal Corporation (together with any subsequent holder hereof, "**Lender**"), with an address of 150 Ski Hill Road, Breckenridge, CO 80424, and amends that Promissory Note dated February 8, 2013 for the principal amount of Seven Million Two Hundred Thousand and 00/100 Dollars (\$7,200,000.00) (the "**Principal Sum**") made by Breckenridge Village Apartments, LLC, a Colorado limited liability company ("**BVA**") and payable to Lender (the "**Note**").

WHEREAS, Lender and BVA are parties to the Note, that certain Loan Agreement dated February 8, 2013 (the "**Loan Agreement**"), and that certain Leasehold Deed of Trust dated February 8, 2013 (the "**Deed of Trust**"), as well as those additional loan documents described in the Loan Agreement (collectively, the "**Loan Documents**"); and

WHEREAS, Lender has loaned the Principal Sum to BVA according to the Loan Documents (the "**Loan**") and BVA has promised to repay the Principal Sum and interest thereon according to the terms of the Loan Documents; and

WHEREAS, pursuant to the Loan Agreement and the Note, Lender and BVA agreed that BVA would refinance a portion of the Loan through a Refinance Loan (as defined in the Loan Agreement);

WHEREAS, pursuant to the Loan Agreement and the Note, Lender agreed to perform all acts necessary for BVA to obtain the Refinance Loan, including, without limitation, amending the Note to (a) reduce the Principal Sum, and (b) convert the Loan to an Operations Proceeds Loan (as defined in the Loan Agreement); and

WHEREAS, pursuant to that certain Assignment and Assumption of Loan, effective contemporaneously with this Amendment, (the "**Assumption of Loan**"), BVA has assigned to CBE, and CBE has assumed from BVA the rights and obligations of BVA under the Loan Documents, including the Note, and Lender has consented to such Assumption of Loan; and

WHEREAS, CBE has been approved for a Refinance Loan through NorthMarq Capital, LLC, a Minnesota limited liability company ("**Refinance Lender**"); and

WHEREAS, Lender and BVA are parties to that certain Lease dated June 14, 1995, (the "**Original Lease**") pursuant to which Lender leased to BVA, subject to the terms, conditions and restrictions provided in the Original Lease, the Property as more particularly described therein; and

WHEREAS, the Original Lease has been amended by that certain Amendment to Lease dated November 20, 1995, (the "**First Amendment**"), that certain Second Amendment to Lease dated February 28, 1996, (the "**Second Amendment**"), and that certain Third Amendment to Lease dated June 3, 1996, (the "**Third Amendment**"); and

WHEREAS, the Original Lease, the First Amendment, Second Amendment, and Third Amendment are collectively referred to herein as the “**Land Lease**”; and

WHEREAS, pursuant to that certain Assignment and Assumption of Land Lease, effective contemporaneously with this Amendment, (the “**Assignment of Lease**”), BVA has assigned to CBE, and CBE has assumed from BVA the rights and obligations of BVA under the Land Lease, and Lender has consented to such Assignment of Lease; and

WHEREAS, effective contemporaneously with this Amendment, CBE and Lender have entered in that certain Fourth Amendment to Lease (the “**Fourth Amendment**”).

NOW THEREFORE, in consideration of the above recitals, the mutual promises, covenants and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Amendment as if fully restated below.
2. Reduction of Principal Sum and Modified Repayment Terms. Upon the Closing of the Refinance Loan, such proceeds shall be disbursed to Lender (the “**Pay Down**”) to reduce the Principal Sum to be the sum of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) (the “**Modified Principal Sum**”) pursuant to Section 9.03 of the Loan Agreement. Upon the Closing of the Refinance Loan, the Amortized Repayment Period (as defined in the Loan Agreement) shall commence such that the repayment terms for the Loan shall convert from interest only repayments to a fully amortized repayment schedule with a thirty five (35) year amortization. Subject to Section 3, below, the monthly installment amount due on the Loan, until repaid in full, shall be Five Thousand Seven Hundred Eighty Six 07/100 Dollars (\$5,786.07).
3. Conversion to Operations Proceeds Note. Upon the closing of the Refinance Loan and Pay Down of the Loan, the Note shall be converted to the Operations Proceeds Note as described in the Loan Agreement and the Note, such that no monthly installment payment of the Loan shall exceed the Operations Proceeds (as defined in the Land Lease) of the multifamily affordable housing project located on the Property (the “**Project**”) for the month immediately preceding the month that such payment is due. Lender acknowledges and agrees that, given the nature of the Project, CBE may not have available Operations Proceeds in a given month to make the principal and interest payments required hereunder and if CBE does not have any available Operations Proceeds in a particular month following the closing of the Refinance Loan, Lender may not receive the payments due under the Note. The failure to make such payments due to insufficient Operations Proceeds shall not constitute a default or event of default under the Note or any of the other Loan Documents. In the event that any payments or portion thereof are not paid when due as a result of insufficient Operation Proceeds, such payments or unpaid portion thereof shall (A) be deferred to each subsequent month until repaid (B) if not sooner paid through Operations Proceeds, be payable upon the Maturity Date, (C) not be added to the Principal Sum due under the Note, and (D) not accrue interest after the date such payment was originally due.

4. Miscellaneous.

- a. Except as otherwise specified herein, all capitalized terms shall have the meaning set forth in Note.
- b. All other terms, conditions and obligations under the Note shall remain unchanged and in full force and effect. This Amendment, the Note, the Loan Agreement and the Loan Documents constitute the entire agreement between the parties with respect to the payment obligations under the Note. No amendment to or modification of this Amendment will be binding unless in writing and signed by a duly authorized representative of both CBE and Lender.

IN WITNESS WHEREOF, CBE and Lender have caused this Amendment to be executed as of the day and year first above written.

CBE:

Corum Breckenridge Equities, LLC,
a Colorado limited liability company

By: _____
V. Michael Komppa, Manager

LENDER:

Town of Breckenridge,
a Colorado municipal corporation

By: _____

Name: _____

Title: _____

Prepared by, and after recording
return to:

Moss & Barnett (Elizabeth Kiernat)
A Professional Association
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

FHLMC Loan No. 708114466

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 3-1-2014)

THIS SUBORDINATION AGREEMENT (“**Agreement**”) is entered into as of _____, 2014, by and between (i) NorthMarq Capital, LLC, a limited liability company organized and existing under the laws of Minnesota, its successors and assigns (“**Senior Mortgagee**”) and (ii) Town of Breckenridge, a Colorado municipal corporation (“**Subordinate Mortgagee**”).

RECITALS

- A. Corum Breckenridge Equities, LLC, a Colorado limited liability company (“**Borrower**”) is the holder of a leasehold estate affecting certain land located in Summit County, Colorado, described in Exhibit A (“**Land**”), which leasehold estate is evidenced by that certain Lease dated June 14, 1995, between Subordinate Mortgagee and Breckenridge Village Apartments, LLC, a Colorado limited liability company, predecessor in interest to Borrower, which Lease was recorded July 21, 1995 at Reception No. 495017 in the Official Records of Summit County, Colorado, as thereafter amended (collectively, the “**Ground Lease**”). The Land is improved with a multifamily rental housing project known as Pinewood Village (“**Improvements**”).
- B. Senior Mortgagee is making a loan to Borrower in the original principal amount of \$5,855,000.00 (“**Senior Loan**”) upon the terms and conditions of a Multifamily Loan and Security Agreement dated as of _____, 2014 between Senior Mortgagee and Borrower (“**Senior Loan Agreement**”) in connection with the Mortgaged Property. The Senior Loan is secured by a Multifamily Deed Of Trust, Assignment Of Rents And Security Agreement dated as of _____, 2014 (“**Senior Mortgage**”) encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the “Mortgaged Property.”
- C. Pursuant to a Loan Agreement dated as of February 8, 2013 between Subordinate Mortgagee and Borrower (“**Subordinate Loan Agreement**”), Subordinate Mortgagee made a loan to Borrower in the original principal amount of \$7,200,000.00 (“**Subordinate Loan**”).
- D. The Subordinate Loan is secured by a Leasehold Deed of Trust to Public Trustee, Security Agreement and Financing Statement dated as of February 8, 2013 and

Assignment of Leases and Rents dated as of February 8, 2013 (collectively, the “**Subordinate Mortgage**”) encumbering all or a portion of the Mortgaged Property.

- E. The Senior Mortgage will be recorded in the recording office of Summit County Recorder’s Office (“**Recording Office**”). The Subordinate Mortgage is recorded in the Recording Office at Reception No. 1017647 and Reception No. 1017648.
- F. The proceeds from the Senior Loan will be used to pay off approximately \$ _____ of the Subordinate Loan, therefore the Subordinate Indebtedness (as defined below) will be \$1,400,000.00.
- G. The execution and delivery of this Agreement is a condition of Senior Mortgagee’s making of the Senior Loan.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings.
 - (a) The terms “**Condemnation,**” “**Imposition Deposits,**” “**Impositions,**” “**Leases,**” “**Rents**” and “**Restoration,**” as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.
 - (b) “**Bankruptcy Proceeding**” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.
 - (c) “**Borrower**” means all persons or entities identified as “Borrower” in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term “Borrower” will not include Senior Mortgagee if Senior Mortgagee acquire titles to the Mortgaged Property.
 - (d) “**Casualty**” means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.
 - (e) “**Enforcement Action**” means any of the following actions taken by or at the direction of Subordinate Mortgagee: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee’s sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the

obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

- (f) “**Enforcement Action Notice**” means a written notice from Subordinate Mortgagee to Senior Mortgagee, given following one or more Subordinate Mortgage Default(s) and the expiration of any notice or cure periods provided for such Subordinate Mortgage Default(s) in the Subordinate Loan Documents, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Mortgagee.
- (g) “**Loss Proceeds**” means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result or any Condemnation or Casualty.
- (h) “**Notice**” is defined in Section 6(d).
- (i) “**Ground Lease**” means the certain Lease between Borrower, as tenant, and Subordinate Mortgagee, as landlord, recorded July 21, 1995 at Reception No. 495017, as amended by that certain Amendment to Lease recorded January 9, 1996 at Reception No. 507077, and by that certain Second Amendment recorded May 1, 1996 at Reception No. 514233, and by that certain Third Amendment recorded June 28, 1996 at Reception No. 518117, all recorded in records of the Summit County Recorder, State Of Colorado.
- (j) “**Senior Indebtedness**” means the “Indebtedness” as defined in the Senior Loan Agreement.
- (k) “**Senior Loan Documents**” means the “Loan Documents” as defined in the Senior Loan Agreement.
- (l) “**Senior Mortgage Default**” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Loan Agreement.
- (m) “**Senior Mortgagee**” means the “Lender” as defined in the Senior Mortgage. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity automatically will become Senior Mortgagee.

- (n) “**Senior Note**” means the promissory note or other evidence of the Senior Indebtedness referred to in the Senior Loan Agreement and any replacement of the Senior Note.
- (o) “**Subordinate Indebtedness**” means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Mortgagee pursuant to, the Subordinate Loan Documents.
- (p) “**Subordinate Loan Documents**” means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement, the Ground Lease and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as the same may be amended.
- (q) “**Subordinate Mortgage Default**” means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), or which with the giving of Notice or the passage of time, or both, would allow (but for any contrary provision of this Agreement), Subordinate Mortgagee to take an Enforcement Action.
- (r) “**Subordinate Mortgagee**” means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.
- (s) “**Subordinate Note**” means the promissory note or other evidence of the Subordinate Indebtedness referred to in the Subordinate Mortgage and any replacement of the Subordinate Note.
- (t) “**Operation Proceeds**” means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all of the following:
 - (i) All sums due or currently required to be paid under the Senior Loan Documents, including any Imposition Deposits.
 - (ii) All deposits to any replacement reserve, completion/repair reserve or other reserve or escrow required by the Senior Loan Documents that are due or currently payable.
 - (iii) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

2. Subordination of Subordinate Indebtedness.

- (a) The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness.
- (b) Until the occurrence of a Senior Mortgage Default, Subordinate Mortgagee will be entitled to retain for its own account all payments made on account of the principal of and interest on the Subordinate Indebtedness in accordance with the requirements of the Subordinate Loan Documents; provided no such payment is made more than 10 days in advance of its due date and provided further that no such payment exceeds 75% of then available Operation Proceeds. However, immediately upon Subordinate Mortgagee's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Mortgagee will not accept any payments on account of the Subordinate Indebtedness, and the provisions of Section 2(c) of this Agreement will apply. Subordinate Mortgagee acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Mortgagee will be deemed to have actual knowledge of a Senior Mortgage Default.
- (c) If (i) Subordinate Mortgagee receives any payment, property, or asset of any kind or in any form on account of the Subordinate Indebtedness (including any proceeds from any Enforcement Action) after a Senior Mortgage Default of which Subordinate Mortgagee has actual knowledge (or is deemed to have actual knowledge as provided in 2(b) above) or has been given Notice, or (ii) Subordinate Mortgagee receives, voluntarily or involuntarily, by operation of law or otherwise, any payment, property, or asset in or in connection with any Bankruptcy Proceeding, such payment, property, or asset will be received and held in trust for Senior Mortgagee. Subordinate Mortgagee will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets to Senior Mortgagee. Senior Mortgagee will apply any payment, asset, or property so received from Subordinate Mortgagee to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Mortgagee determines in its sole and absolute discretion.
- (d) Without limiting the complete subordination of the Subordinate Indebtedness to the payment in full of the Senior Indebtedness, in any Bankruptcy Proceeding, upon any payment or distribution (whether in cash, property, securities, or otherwise) to creditors (i) the Senior Indebtedness will first be paid in full in cash before Subordinate Mortgagee will be entitled to receive any payment or other distribution on account of or in respect of the Subordinate Indebtedness, and (ii) until all of the Senior Indebtedness is paid in full in cash, any payment or distribution to which Subordinate Mortgagee would be entitled but for this Agreement (whether in cash, property, or other assets) will be made to Senior Mortgagee.

- (e) The subordination of the Subordinate Indebtedness will continue if any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, any or all of the Senior Indebtedness originally intended to be satisfied will be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Indebtedness had not been made.
- (f) In addition to the limitations set forth above, Subordinate Mortgagee agrees that the Subordinate Indebtedness will be payable solely from not more than 75% of Operation Proceeds while the Senior Indebtedness remains outstanding.

3. Subordination of Subordinate Loan Documents.

- (a) Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.
- (b) The subordination of the Subordinate Loan Documents and of the Subordinate Indebtedness will apply and continue notwithstanding (i) the actual date and time of execution, delivery, recording, filing or perfection of each of the Senior Loan Documents and of each of the Subordinate Loan Documents, and (ii) the availability of any collateral to Senior Mortgagee, including the availability of any collateral other than the Mortgaged Property.
- (c) By reason of, and without in any way limiting, the full subordination of the Subordinate Indebtedness and the Subordinate Loan Documents provided for in this Agreement, all rights and claims of Subordinate Mortgagee under the Subordinate Loan Documents in or to all or any portion of the Mortgaged Property are expressly subject and subordinate in all respects to the rights and claims of Senior Mortgagee under the Senior Loan Documents in or to the Mortgaged Property.
- (d) If Subordinate Mortgagee, by indemnification, subrogation or otherwise, acquires any lien, estate, right or other interest in any of the Mortgaged Property, then that lien, estate, right or other interest will be fully subject and subordinate to the receipt by Senior Mortgagee of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.

4. Additional Representations and Covenants.

- (a) Subordinate Mortgagee represents and warrants that each of the following is true:

- (i) Subordinate Mortgagee is now the owner and holder of the Subordinate Loan Documents.
 - (ii) The Subordinate Loan Documents are now in full force and effect.
 - (iii) The Subordinate Loan Documents have not been modified or amended.
 - (iv) No Subordinate Mortgage Default has occurred.
 - (v) The current unpaid principal balance of the Subordinate Indebtedness is \$_____.
 - (vi) No scheduled monthly payments under the Subordinate Note have been or will be prepaid.
 - (vii) None of the rights of Subordinate Mortgagee under any of the Subordinate Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise.
- (b) Without the prior written consent of Senior Mortgagee in each instance, Subordinate Mortgagee will not do any of the following:
- (i) Amend, modify, waive, extend, renew, or replace any provision of any of the Subordinate Loan Documents.
 - (ii) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.
 - (iii) Accept any payment on account of the Subordinate Indebtedness other than a regularly scheduled payment of interest or principal and interest made not earlier than 10 days prior to its due date, or as expressly authorized in Section 4(i) below and not in excess of 75% of then available Operation Proceeds.
 - (iv) Take any action which has the effect of increasing the Subordinate Indebtedness.
 - (v) Reserved.
 - (vi) Take any action concerning environmental matters affecting the Mortgaged Property.
- (c) Subordinate Mortgagee will deliver to Senior Mortgagee a copy of each Notice received or delivered by Subordinate Mortgagee pursuant to the Subordinate Loan Documents or in connection with the Subordinate Indebtedness, simultaneously

with Subordinate Mortgagee's delivery or receipt of such Notice. Senior Mortgagee will deliver to Subordinate Mortgagee in the manner required in Section 5(b) a copy of each Notice of a Senior Mortgage Default delivered to Borrower by Senior Mortgagee. Neither giving nor failing to give a Notice to Senior Mortgagee or Subordinate Mortgagee pursuant to this Section 4(c) will affect the validity of any Notice given by Senior Mortgagee or Subordinate Mortgagee to Borrower, as between Borrower and such of Senior Mortgagee or Subordinate Mortgagee as provided the Notice to Borrower.

- (d) Without the prior written consent of Senior Mortgagee in each instance, Subordinate Mortgagee will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Mortgagee will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Mortgagee has also voted affirmatively in favor of such plan. In the event of any Bankruptcy Proceeding, Subordinate Mortgagee will not contest the continued accrual of interest on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Bankruptcy Proceedings.
- (e) Whenever the Subordinate Loan Documents give Subordinate Mortgagee approval or consent rights with respect to any matter, and a right of approval or consent with regard to the same or substantially the same matter is also granted to Senior Mortgagee pursuant to the Senior Loan Documents or otherwise, Senior Mortgagee's approval or consent or failure to approve or consent, as the case may be, will be binding on Subordinate Mortgagee. None of the other provisions of this Section 4 are intended to be in any way in limitation of the provisions of this Section 4(e).
- (f) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Mortgagee. All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Mortgagee. Nothing in this Section 4(f) will preclude Subordinate Mortgagee from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Mortgagee be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.
- (g) In the event of a Condemnation or a Casualty, all of the following provisions will apply:

- (i) The rights of Subordinate Mortgagee (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Mortgagee's rights under the Senior Loan Documents with respect thereto, and Subordinate Mortgagee will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Mortgagee.
- (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Mortgagee in its sole discretion.
- (iii) If Senior Mortgagee applies or releases Loss Proceeds for the purposes of Restoration of the Mortgaged Property, then Subordinate Mortgagee will release for such purpose all of its right, title and interest, if any, in and to such Loss Proceeds. If Senior Mortgagee holds Loss Proceeds, or monitors the disbursement thereof, Subordinate Mortgagee will not do so. Nothing contained in this Agreement will be deemed to require Senior Mortgagee to act for or on behalf of Subordinate Mortgagee in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Mortgagee, and all or any Loss Proceeds may be commingled with any funds of Senior Mortgagee.
- (iv) If Senior Mortgagee elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Mortgagee will be paid to Subordinate Mortgagee unless another party has asserted a claim to the remaining Loss Proceeds.
- (h) Subordinate Mortgagee will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Mortgagee has granted attornment and non-disturbance, on the same terms and conditions given by Senior Mortgagee.
- (i) Except as provided in this Section 4(i), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Mortgagee will not collect payments for the purpose of escrowing for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Mortgagee is not collecting escrow payments for one or more Impositions, Subordinate Mortgagee may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Mortgagee

will be held in trust by Subordinate Mortgagee to be applied only to the payment of such Impositions.

- (j) Within 10 days after request by Senior Mortgagee, Subordinate Mortgagee will furnish Senior Mortgagee with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Mortgagee may request.
- (k) Senior Mortgagee may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Mortgagee, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Mortgagee may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Mortgagee to protect the security or lien priority of Senior Mortgagee under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.

5. Default Under Loan Documents.

- (a) For a period of 90 days following delivery to Senior Mortgagee of an Enforcement Action Notice, Senior Mortgagee will have the right, but not the obligation, to cure any Subordinate Mortgage Default, provided that if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Mortgagee has commenced and is diligently pursuing such cure to completion, Senior Mortgagee will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Mortgagee (i) discontinues its pursuit of any cure and/or (ii) delivers to Subordinate Mortgagee Senior Mortgagee's written consent to the Enforcement Action described in the Enforcement Action Notice. Senior Mortgagee will not be subrogated to the rights of Subordinate Mortgagee under the Subordinate Loan Documents by reason of Senior Mortgagee having cured any Subordinate Mortgage Default. However, Subordinate Mortgagee acknowledges that all amounts advanced or expended by Senior Mortgagee in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.
- (b) Senior Mortgagee will deliver to Subordinate Mortgagee a copy of any Notice sent by Senior Mortgagee to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Subordinate Mortgagee will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice; provided, however, that

Senior Mortgagee will be entitled during such 30-day period to continue to pursue its remedies under the Senior Loan Documents.

Subordinate Mortgagee may, within 90 after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Mortgagee keeps current all payments required by the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Mortgagee's secured position relative to the Mortgaged Property, as determined by Senior Mortgagee in its sole discretion, then during such 90-day period Senior Mortgagee may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property. Subordinate Mortgagee will not be subrogated to the rights of Senior Mortgagee under the Senior Loan Documents by reason of Subordinate Mortgagee having cured any Senior Mortgage Default. However, Senior Mortgagee acknowledges that all amounts paid by Subordinate Mortgagee to Senior Mortgagee to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Mortgagee pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(b) to the contrary, Subordinate Mortgagee's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

- (c) In the event of a Subordinate Mortgage Default, Subordinate Mortgagee will not commence any Enforcement Action until 90 days after Subordinate Mortgagee has delivered to Senior Mortgagee an Enforcement Action Notice with respect to such Enforcement Action, provided that during such 90-day period or such longer period as provided in Section 5(a), Subordinate Mortgagee will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Ground Lease, subject to Senior Mortgagee's right to cure a Subordinate Mortgage Default set forth in Section 5(a). Subordinate Mortgagee may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of (i) the expiration of such 90-day period or such longer period as provided in Section 5(a), or (ii) the delivery by Senior Mortgagee to Subordinate Mortgagee of Senior Mortgagee's written consent to such Enforcement Action by Subordinate Mortgagee. Subordinate Mortgagee acknowledges that Senior Mortgagee may grant or refuse consent to Subordinate Mortgagee's Enforcement Action in Senior Mortgagee's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 5(a) and, subject to Senior Mortgagee's right to cure set forth in Section 5(a), Subordinate Mortgagee may commence any Enforcement Action. Any Enforcement Action on the part of Subordinate Mortgagee will be subject to the provisions of this Agreement. Subordinate Mortgagee acknowledges that the provisions of this Section 5(c) are fair and reasonable under the circumstances, that Subordinate Mortgagee has received a substantial benefit from Senior Mortgagee having granted its consent to the Subordinate Mortgage, and that

Senior Mortgagee would not have granted such consent without the inclusion of these provisions in this Agreement.

- (d) Senior Mortgagee may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Mortgagee. No action or failure to act on the part of Senior Mortgagee in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Mortgagee of any provision of the Senior Loan Documents or this Agreement.
- (e) If the Enforcement Action taken by Subordinate Mortgagee is the appointment of a receiver for any of the Mortgaged Property, all of the Rents, issues, profits and proceeds collected by the receiver will be paid and applied by the receiver solely to and for the benefit of Senior Mortgagee until the Senior Indebtedness will have been paid in full.
- (f) Subordinate Mortgagee consents to and authorizes the release by Senior Mortgagee of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Mortgagee waives to the fullest extent permitted by law, all equitable or other rights it may have (i) in connection with the release of all or any portion of the Mortgaged Property, (ii) to require the separate sale of any portion of the Mortgaged Property, (iii) to require Senior Mortgagee to exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness, or (iv) to require Senior Mortgagee to proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Mortgagee determines. Subordinate Mortgagee consents to and authorizes, at the option of Senior Mortgagee, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Mortgagee acknowledges that without Notice to Subordinate Mortgagee and without affecting any of the provisions of this Agreement, Senior Mortgagee may (i) extend the time for or waive any payment or performance under the Senior Loan Documents; (ii) modify or amend in any respect any provision of the Senior Loan Documents; and (iii) modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.
- (g) If any party other than Borrower (including Senior Mortgagee) acquires title to any of the Mortgaged Property pursuant to a foreclosure of, or trustee's sale or other exercise of any power of sale under, the Senior Mortgage conducted in accordance with applicable law, the lien, operation, and effect of the Subordinate

Mortgage and other Subordinate Loan Documents automatically will terminate with respect to such Mortgaged Property.

6. Miscellaneous Provisions.

- (a) If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control.
- (b) This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise.
- (c) This Agreement does not constitute an approval by Senior Mortgagee of the terms of the Subordinate Loan Documents.
- (d) Each notice, request, demand, consent, approval or other communication (collectively, “**Notices**,” and singly, a “**Notice**”) which is required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

- (i) Notices intended for Senior Mortgagee will be addressed to:

NorthMarq Capital, LLC
3500 American Boulevard West, Suite 500
Bloomington, Minnesota 55431
Attention: Servicing Dept.
Telephone: (952) 356-0100

- (ii) Notices intended for Subordinate Mortgagee will be addressed to:

Town of Breckenridge
P.O. Box 168 (mail)
150 Ski Hill Road (Fed Ex or overnight deliveries)
Breckenridge, CO 80424
Attention: Town Manager

Fax Number: (970) 547-3104
Telephone: (970) 453-2251

Any party, by Notice given pursuant to this Section, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section.

- (e) Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Mortgagee as a joint venturer or partner of Subordinate Mortgagee.
- (f) Upon Notice from Senior Mortgagee, Subordinate Mortgagee will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Mortgagee in order to further evidence or implement the provisions and intent of this Agreement.
- (g) This Agreement will be governed by the laws of the State in which the Land is located.
- (h) If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (i) The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events: (i) the payment of all of the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Mortgagee as described in Section 2(e) of this Agreement, (ii) the payment of all of the Subordinate Indebtedness other than by reason of payments which Subordinate Mortgagee is obligated to remit to Senior Mortgagee pursuant to this Agreement, (iii) the acquisition by Senior Mortgagee or by a third party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage; or (iv) with the prior written consent of Senior Mortgagee, without limiting the provisions of Section 5(d), the acquisition by Subordinate Mortgagee of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.
- (j) No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such

right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.

- (k) Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.
- (l) Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Mortgagee of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.
- (m) This Agreement may be assigned at any time by Senior Mortgagee to any subsequent holder of the Senior Note.
- (n) This Agreement may be amended, changed, modified, altered or terminated only by a written instrument or written instruments signed by the parties to this Agreement.
- (o) This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

[Signature and acknowledgment pages follow]

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated _____, 2014, by and between NorthMarq Capital, LLC, a Minnesota limited liability company, its successors and assigns and Town of Breckenridge, a Colorado municipal corporation and consents to the agreement of the parties set forth in this Subordination Agreement.

Corum Breckenridge Equities, LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

**LOT 5, BLOCK 1, PARKWAY CENTER SUBDIVISION FILING NO. 1 AMENDED,
COUNTY OF SUMMIT, STATE OF COLORADO**

2524581v4

GROUND LEASE MORTGAGE

GROUND LESSOR'S ESTOPPEL CERTIFICATE

(Revised 3-1-2014)

_____, 2014

NorthMarq Capital, LLC
3500 American Boulevard West, Suite 500
Bloomington, MN 55431

Freddie Mac
8200 Jones Branch Drive
McLean, VA 22102

Re: Ground leased property located in Breckenridge, Colorado and commonly known as Pinewood Village ("**Property**")

Ladies and Gentlemen:

The undersigned, Town of Breckenridge, a Colorado municipal corporation ("**Lessor**"), as lessor under a ground lease ("**Lease**"), dated June 14, 1995, as amended, between Lessor and Corum Breckenridge Equities LLC, a Colorado limited liability company, successor in interest to Breckenridge Village Apartments, LLC, a Colorado limited liability company ("**Lessee**"), as lessee, covering the Property, warrants, represents and certifies to NorthMarq Capital, LLC, a Minnesota limited liability company, Freddie Mac and each subsequent owner of the Loan secured by Lessee's leasehold interest in the Property (collectively or individually, "**Lender**") as follows, as of the date of this Certificate:

1. The term of the Lease commenced on June 1, 1997, and expires on May 31, 2047.
2. Section 6.1 of the Lease provides rent shall be an amount equal to the Operation Proceeds multiplied by 50% ("**Landlord's Interest**"). Rent shall be payable annually by Tenant within 90 Calendar Days after the end of Tenant's fiscal year. Rent has been paid in full through _____, 201__.

No additional rent or charge (including taxes, maintenance, operating expenses or otherwise) that has been billed to Lessee by Lessor is overdue. There are no provisions for, and Lessor has no rights with respect to, increasing the rent, except as expressly set forth in the Lease. The amount of the security deposit presently held by Lessor under the Lease is \$0.00.

3. All conditions precedent to the effectiveness of the Lease have been fully satisfied and the Lease is in full force and effect. A list of all the documents constituting the Lease is attached as Exhibit A. The Lease has not been assigned, modified, supplemented or amended in any way, except as described on Exhibit A. There are no other agreements concerning the Property, whether oral or written, between Lessee and Lessor, except for that certain \$1,400,000.00 subordinate loan between Lessor and Lessee as disclosed to Lender.
4. Lessor has not delivered or received any notices of default under the Lease; to the best of the Lessor's knowledge, there is no default by Lessee or Lessor under the Lease, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default.
5. Lessor is the record and beneficial owner of the Property. Lessor has not subordinated its interest in the Lease to any mortgage, lien or other encumbrance on the fee, except for that certain Subordination Agreement between Lessor and Lender relating to the \$1,400,000.00 subordinate loan, which agreement will be recorded in the real estate records. Lessor has not assigned, conveyed, transferred, sold encumbered or mortgaged its interest in the Lease or the Property.
6. No third party has any option or preferential right to purchase all or any part of the Property.
7. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessor's interest in the Property.
8. Lessor has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property and has no reason to believe that there are grounds for any claim of any such violation.
9. Neither Lessee nor any affiliate of Lessee has any direct or indirect ownership interest in Lessor or any affiliate of Lessor.
10. No union of the interests of Lessor and Lessee will result in a merger of the Lease into any superior leasehold interest or the fee interest in the Property.
11. Lessor acknowledges that Lender's address for notice and other purposes under the Lease is as follows:

NorthMarq Capital, LLC
Attention: Servicing
3500 American Boulevard West, Suite 500
Bloomington, MN 55431

Freddie Mac
Attention: Director, Asset
Management
8100 Jones Branch Drive
McLean, VA 22102

12. Lessor and the person or persons executing this certificate on behalf of Lessor have the power and authority to execute this certificate.
13. Lessor consents to the execution and delivery by Lessee to Lender of a Multifamily Deed of Trust, Assignment of Rents and Security Agreement covering Lessee's leasehold interest in and to the Property and the recording of same in the applicable real property records. Lessor also consents to the execution and delivery by Lessee, and the filing and/or recording in the appropriate public records, of such additional documents and instruments as Lender may deem necessary or desirable to establish, perfect and maintain a lien upon and against Lessee's leasehold interests in the Property, including, but not limited to, Uniform Commercial Code financing statements and such other documents, instruments and agreements as Lender may deem necessary or desirable in connection with the creation, grant, maintenance, renewal, extension, modification or enforcement of the lien.

Lender and its successors and assigns may rely upon the truth and accuracy of the certifications contained in this Certificate, and this Certificate will be binding upon Lessor and its successors and assigns, and inure to the benefit of Lender and its successors and assigns. This Certificate may not be deemed to alter or modify any of the terms and conditions of the Lease.

[The remainder of this page is left intentionally blank; signature page follows]

Town of Breckenridge,
a Colorado municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

1. The Lease dated June 14, 1995 and recorded July 21, 1995 under Reception No. 495017.
2. Amendment to Lease dated November 20, 1995 and recorded January 9, 1996 under Reception No. 507077.
3. Second Amendment to Lease dated February 28, 1996 and recorded May 1, 1996 under Reception No. 514233
4. Third Amendment to Lease dated June 3, 1996 and recorded June 28, 1996 under Reception No. 518117
5. Fourth Amendment to Lease dated ____, 2014 and recorded ____, 2014 under Reception No. _____.

2525008v4

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

2
3 RESOLUTION NO. ____

4
5 Series 2014

6
7 A RESOLUTION APPROVING THE ASSIGNMENT OF THE TENANT’S INTEREST IN A
8 LEASE
9 (Pinewood Village)

10
11 WHEREAS, the Town and Breckenridge Village Apartments, LLC, a Colorado limited
12 liability company (“**BVA**”), entered into that certain Lease dated June 14, 1995 (“**Lease**”), whereby
13 the Town leased to BVA, and BVA leased from the Town, that certain real property known as Lot
14 5, Block 1, Parkway Center Subdivision, Town of Breckenridge, County of Summit and State of
15 Colorado, for the construction and operation by BVA of an affordable housing project known as
16 “Pinewood Village”; and

17
18 WHEREAS, Section 13.1(A) of the Lease requires the Town’s consent to any proposed
19 assignment of the tenant’s interest; and

20 WHEREAS, BVA has proposed to assign its interest in the Lease, as amended, to Corum
21 Breckenridge Equities, LLC, a Colorado limited liability company (“**Corum**”), and has
22 requested the Town to consent to such assignment; and

23 WHEREAS, the Town Council has reviewed the request to assign the Lease and is
24 satisfied that Corum: (i) has sufficient financial capabilities for performing the tenant’s
25 obligations under the Lease; and (ii) has sufficient experience in operating, managing, and
26 maintaining affordable housing projects, and such a reputation so as to provide to the Town
27 reasonable assurance that: (a) there will be no interruption of or diminution of the rent; and (b)
28 the operation of the project shall continue in accordance with the Lease; and

29 WHEREAS, the Town Council finds and determines that it should approve the proposed
30 assignment of the tenant’s interest in the amended Lease from BVA to Corum.

31
32 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
33 BRECKENRIDGE, COLORADO:

34
35 Section 1. The assignment of the tenant’s interest in the Lease for Pinewood Village
36 described above by Breckenridge Village Apartments, LLC, a Colorado limited liability company,
37 to Corum Breckenridge Equities, LLC, a Colorado limited liability company, is approved; and the
38 Town Manager is authorized, empowered, and directed to execute such consent to assignment as
39 may be approved as to form and substance by the Town Attorney.

40
41 Section 2. This resolution is effective upon adoption.

42
43 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2014.

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TOWN OF BRECKENRIDGE

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

APPROVED IN FORM

Town Attorney Date

Memorandum

To: Town Council
From: Jennifer Cram, Manager Breckenridge Arts District
Date: 09/02/2014
Re: Naming Resolution for Arts District Buildings

On August 12th staff shared with the Council the proposed names for Arts District buildings along with the proposed signage. The Council was comfortable with the names as presented.

Per Resolution Number 13, Series 2014, Naming of Town-Owned Properties, the Town Attorney has drafted a resolution for adoption to formalize the names of the Arts District buildings attached to this cover memo.

The names are also noted below for ease of review.

<u>Property Name</u>	<u>Property Address</u>
Fuqua Livery Stable	110 East Washington Avenue
J. R. Hodges Tin Shop (under Lease to Town; named with consent of property owner)	117 East Washington Avenue
Quandary Antiques Cabin	133 South Ridge Street
Randall Barn	114 East Washington Avenue
Robert Whyte House	127 South Ridge Street
Burro Barn	129 South Ridge Street
Hot Arts Studio (Hot Shop)	123 South Ridge Street
Ceramics Studio	125 South Ridge Street

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

2
3 RESOLUTION NO. ____

4
5 Series 2014

6
7 A RESOLUTION NAMING CERTAIN PROPERTIES LOCATED WITHIN THE
8 TOWN’S “ARTS DISTRICT”
9

10 WHEREAS, by Resolution No. 13, Series 2014 the Town Council adopted certain
11 policies to establish a systematic and consistent methodology for the naming of Town-owned
12 properties; and

13
14 WHEREAS, the Town owns or controls the area of the Town commonly known as the
15 “Arts District;” and

16
17 WHEREAS, the Town Council has been requested to formally name certain properties
18 located within the Arts District; and

19
20 WHEREAS, the Town Council has considered the request, and finds and determines that
21 the various properties located within the Arts District should be formally named as hereafter
22 provided; and

23
24 WHEREAS, in considering the naming request the Town Council has given due and
25 proper consideration to the polices and procedures set forth in Resolution No. 13, Series 2014.

26
27 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
28 BRECKENRIDGE, COLORADO:
29

30 Section 1. The following properties located within the Town’s “Arts District” are given
31 the following names:
32

<u>Property Name</u>	<u>Property Address</u>
Fuqua Livery Stable	110 East Washington Avenue
J. R. Hodges Tin Shop (under Lease to Town; named with consent of property owner)	117 East Washington Avenue
Quandary Antiques Cabin	133 South Ridge Street
Randall Barn	114 East Washington Avenue
Robert Whyte House	127 South Ridge Street
Burro Barn	129 South Ridge Street
Hot Arts Studio (Hot Shop)	123 South Ridge Street
Ceramics Studio	125 South Ridge Street

33
34 Section 2. Any property name established in Section 1 of this resolution may be changed
35 by the Town Council in accordance with Section 6 of Resolution No. 13, Series 2014, or any

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successor resolution or naming policy of the Town.

Section 3. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2014.

TOWN OF BRECKENRIDGE

By _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

APPROVED IN FORM

Town Attorney Date

Memorandum

TO: TOWN COUNCIL
FROM: Dale Stein, Assistant Town Engineer
DATE: September 3, 2014
RE: Public Projects Update

SH 9 Median and Roundabout Improvements

Construction continues to progress on the SH 9 Median Project. Recently, demolition was completed on the median north of the roundabout, electrical & irrigation conduits were installed, and sub-grade was prepared for the new concrete. This week, concrete is being placed on the median between Valley Brook Street and CR450. Additionally, conduit is being installed and sub-grade is being prepared between CR450 and the Park Roundabout.

Currently, one lane of Highway 9 is closed in each direction between Valley Brook Road and the Park/Main Roundabout. Lane closures will be in place during construction hours for the duration of the project. No lane closures are currently planned for weekends.



Colored concrete is being poured and stamped in the Highway 9 Median.

Arts District Build Out

The Arts District project is nearing completion. Work at the project is now focused on the completion of sidewalks, landscaping, and the parking lot. Sod is being placed this week and final sidewalk pours are scheduled for the week of September 8th. Staff is inviting Council to a tour of the new facilities on September 23rd at 2:00 p.m., before the official public launch on September 25th.



Landscaping is being planted throughout the campus.



The parking lot sub-grade is compacted and prepared for new pavers.

Old Masonic Hall

This week, at the Old Masonic Hall, project crews are working on a water line installation and framing of the new addition. Weather permitting, we will begin the site walls and landscape planters on the southern side of the building. Once these walls are completed, the north sidewalk on Washington Avenue can be placed and then reopened to pedestrians.



Insulation is applied to the foundation walls and framing started for the new addition.

Skate Park

Construction continues on schedule for the Skate Park Project. Concrete is currently being poured for the skate park features.



Concrete is being poured in the “snake run” feature of the skate park.

Artificial Turf Field

Construction continues on schedule for the Artificial Turf Field. Sub-grade and drainage preparation is nearly complete for the field and turf installation will begin in the coming weeks.



Sub-grade is being compacted and prepared for turf installation.

North Main Street Park

With recent Council direction Staff is moving forward with the new Main Street Park without Public Restrooms, which will be located at another undetermined location. CMH Civil Contractors, out of Silverthorne, was chosen as the contractor for the park. A contract is anticipated to be executed this week and a start date will be determined once the contract is signed. The contractor is confident that the work can be completed before winter conditions. The work scheduled for this autumn will include the walls, sidewalk, and underground utilities. The landscaping and playground equipment will be placed next spring (May and June).

Breckenridge Grand Vacations Community Center

Work at the rehabilitation project is now focused both on the interior finish of the building, and the reconstruction of the exterior parking lots and site work. The Contractor completed the placement of the curb on the north parking lot, and expects to place the final asphalt surface on the parking lot this upcoming week pending good weather.

Work on the interior of the building includes: installation of the drywall and railing in the upper floor of the library, refinishing floors in the upper level of the non-profit spaces, installation of the rehabilitated windows in the 1909 building, placement of insulation in the lower levels of the 1921 building, and installation of the final HVAC baseboard heating and air handling registers throughout the building. A new construction “trim” trades crew recently mobilized to the site specializing in the installation of the final interior wood trim and millwork inside the building.

Other construction trades scheduled to start over the next few weeks include: a crew of brick mason which will be placing new brick on the movie addition, a concrete crew which will focus on the new sidewalk around the building perimeter, and a millwork contractor.



Original window reinstallation ongoing in the 1909 and 1921 portions of the building.



MEMORANDUM

To: Mayor and Town Council
From: Kim Dykstra, Director of Communications
Date: August 28, 2014 (*for 9.9.14 meeting*)
Subject: Ice Castle Recap

The Events Evaluation/GoBreck Events Committee has completed their evaluation of the Ice Castle that was held on a Town-owned lot (south 'horseshoe' portion of Tiger Dredge) this past winter. As this 'event' was approved by Council prior to the formation of this Committee and the current process, I am providing this recap report for Council's review.

History

Ice Castles began producing a winter attraction in Midway, UT in 2009, and approached the Town in late summer 2011 regarding utilizing Town property for an ice castle complex as a for-profit venture with a percentage of admissions going to the Town. Meanwhile, they were also talking with Silverthorne and chose to move forward with Silverthorne for Winter 2011/12.

Ice Castles submitted another proposal for the Riverwalk lawn for Winter 2012/13; however, Council denied the request for the lawn due to the risk of damage to the lawn and suggested the parking lot. Ice Castle chose to go to Steamboat for that winter. They submitted a proposal for the Tiger Dredge lot for Winter 2013/14; Council approved, and the Ice Castle began construction mid-October. They opened on December 26. Council met with Ice Castle personnel and toured the attraction in late February. The Ice Castle closed March 22.

As required, they provided a Recap Report and following is a summary of the submitted report from Ice Castle, LLC:

Winter 2013/14

Visitor Data (from 119 surveys): Attendance – 58,718; 80% female, 20% male. Overnight visitors made up 29%, 25% were Day visitors (no lodging) and 28% were Day visitors lodging elsewhere. Approximately 32% fell in the 26-35 age group, 40% in the 36-50 group, and 18% reported their age as 51+.

Exposure, Marketing & Promotional Highlights: Mainly social/electronic media. A Groupon promotion provided 40% savings to consumers and locals received 50% off admission on Tuesday evenings. Ice Castles (combined with two other locations - Utah and New Hampshire) received coverage on CNN, The Weather Channel, Yahoo, NPR, Huffington Post, NBC News, The Wall Street Journal, Associated Press, Boston Globe, Daily Mail, BBC, ABC, Fox News, Discovery and additional local outlets; they reported 913 articles in 845 publications resulting in

over 400,000,000 impressions. YouTube hits topped 80,000,000; Facebook reached about 200,000 followers; and their website received 3.2 million hits.

Financial Impacts: Ice Castle estimated their direct impact on Breckenridge businesses to be \$19.3 million. Revenues directly to ToB were \$46,621 for the ticket share and \$67,670 for the water; they reimbursed the Town for additional impacts (i.e. cleaning at RWC restrooms, etc.) totaling \$3,679.

Ice Castle reported that they were not profitable in Breckenridge due to the size restriction of the lot, the high cost of water, the lack of sufficient power, the inability to put up signs to draw from Main Street, and the significant snowfall that hampered traffic from Denver.

Other: Ice Castle used a total of 10,000,000 gallons during the season; ToB Water Manager noted that a lot of water circulated to the river and did not turn to ice. The Town's Parking Division reported the Tiger Dredge parking revenue was \$8,328 higher than Winter 2012/13.

Events Committee Discussion & Recommendation

While the committee felt the Ice Castle provided beneficial evening animation, we felt that there were concerns from the community about the elimination of parking (42 spots taken up for 164 'revenue'/ski season days), about use of water going against the Town's water conservation ethic, and the appearance and value of the Ice Castle experience.

The Committee's recommendation is to research other avenues for animation and to reach back to Ice Castles to invite them to submit a proposal, of which they are considering at this time. If Ice Castle submits a proposal, the Committee would review, along with affected Town Departments, and present back to Town Council.

I will provide an update at the Sept. 9th meeting of their response to this invitation, as well as to answer questions.

Thank you.

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: September 4, 2014
SUBJECT: Committee Reports for 9-9-2014 Council Packet

Police Advisory Committee **September 3, 2014** **Chief Haynes**

The Police Advisory Committee (PAC) held its bimonthly meeting on September 3, 2014. The Chief and PAC members discussed the following:

- **Marijuana Sales on Main Street:** Chief Haynes updated the group on the status of the proposed marijuana ordinance, including the decision not to go forward with the previously drafted ballot measure. The group reviewed the current map depicting potentially allowable spaces for marijuana sales in the downtown overlay district. The group expressed concerns regarding the industry’s readiness to be on Main Street in Breckenridge. They discussed issues they see with edibles and changes in regulations regarding marijuana grows. The group had a lengthy discussion and again stated that they were not in favor of marijuana sales on Main Street. The seven members present stated they would be drafting a letter to Council stating their opposition and plan to attend a future meeting to comment on this subject.
- **Marijuana Enforcement:** Chief Haynes reminded the group of the change in the Marijuana Compliance position from Officer Brady Allen to Officer Caitlin Kontak. She updated the group on recent enforcement action involving two open consumption tickets and four summonses for the attempted use of fake IDs at local marijuana establishments.
- **Animal Control:** Sgt. Collver discussed the revised Animal Control ordinance with the group and answered questions regarding implementation.
- **Parking & Transit:** Chief Haynes updated the group on the final parking & transit survey, as well as the upcoming presentation to Council.
- **Healthy Futures Initiative:** Chief Haynes provided a brief update on the work being done by the Healthy Futures Initiative (formerly Drug Free Community Coalition) including looking at new prevention efforts around marijuana use in youth. Chief Haynes stated the previous coordinator, Jordan Schultz, has moved on to a position with the Care Clinic and the new coordinator is local Laurie Blackwell. Chief Haynes hopes to have Laurie at a PAC meeting in the near future.
- **Staffing:** Chief Haynes gave a brief update on staffing, including the hiring of a new Assistant Chief of Police, Dennis McLaughlin. McLaughlin is currently a Lieutenant in Plano, Texas and will be joining the Department on Monday, October 6th.

Committees	Representative	Report Status
CAST	Mayor Warner	Verbal Report
CDOT	Tim Gagen	No Meeting/Report
CML	Tim Gagen	No Meeting/Report
I-70 Coalition	Tim Gagen	No Meeting/Report
Mayors, Managers & Commissions Meeting	Mayor Warner	Verbal Report
Liquor Licensing Authority*	Taryn Power	No Meeting/Report
Wildfire Council	Matt Thompson	No Meeting/Report
Public Art Commission*	Jenn Cram	No Meeting/Report
Summit Stage Advisory Board*	James Phelps	No Meeting/Report
Police Advisory Committee	Chief Haynes	Included
CMC Advisory Committee	Tim Gagen	No Meeting/Report
Recreation Advisory Committee	Mike Barney	No Meeting/Report

Note: Reports provided by the Mayor and Council Members are listed in the council agenda.

** Minutes to some meetings are provided in the Manager’s Newsletter.*

MEMORANDUM

To: Mayor and Town Council
From: Shannon Haynes, Chief of Police
Date: September 3rd, 2014
Subject: Goal Setting for Parking/Transit Master Plan

After reviewing recent survey data from the RRC Associates, as well as past parking and transit reports, it is time to use the data we have collected to develop our goals for the Parking & Transit Master plan. Staff looks forward to Council direction on philosophies regarding parking and transit and is excited to work on strategies to meet Council goals.

Staff has reviewed available data in order to develop user profiles based on what we believe is important to each user group. Attached Council will find profiles for Employees/Residents and Guests (Overall), as well as items specific to Day Guests and Overnight Guests respectively.

Previously, Council indicated a focus on the guest experience. To that end, staff would like to start our conversation with a discussion on goals concerning the guest experience. At the upcoming work session we will engage in a structured conversation intended to develop goals, as opposed to strategies. For example Council might develop the following goals and staff might suggest the corresponding strategies:

GOAL: Increase the availability of close in parking for guests.
STRATEGY: Implement pay parking in the Core of Town.

GOAL: Increase FreeRide ridership.
STRATEGY: Begin FreeRide service at 5am.

As you prepare for this conversation staff asks that you consider what you would like the Town of Breckenridge Parking and Transit system to look like in five years.

User Profiles

Employee/Resident Profile

- Convenient, close-in parking with ability to leave and return during the day
- 16% need a vehicle at work
- Want dedicated employee parking
- 23% would use transit with more frequent stops
- Report needing a closer transit stop
- Need transit to run earlier/later
- 51.2% park somewhere other than a town lot
- 1 in 4 has a parking permit
- 83% want to drive to work
- Use on-street parking for skiing/riding
- Non-Breckenridge employees need a more expedient transit route
- Utilize Free After 3
- Park where they can find a spot and move vehicle every three hours as needed
- Town lots for employees and skiers fill up during busiest days

Guest Profiles

- Convenient, close-in parking
- Find access from parking to shopping harder than simply finding parking
- Utilize transit and would like more frequent and later transit options
- Looking for better wayfinding
- Many willing to pay for convenient parking
- Utilize F-lot and Beaver Run for skiing/riding and shopping more than any other lot (81% & 93%)
- Stay in F-lot later than all other lots
- Awareness of Free After 3 would increase likelihood of going to Main Street
- 17% utilizing rental cars; 8-15% utilizing bus/shuttle to get to Breckenridge
- 9% of people in vehicles NOT here to ski/ride

Day Guests

- Likely to go to Town/Main Street if parked close
- When parked farther away will leave or move vehicle closer to Main Street

Overnight Guests

- Likely to go back to lodging and return to Town
-



MEMORANDUM

TO: Town Council
FROM: Open Space and Trails Staff
DATE: September 9, 2014
SUBJECT: Reiling Dredge Preservation Master Plan

Summary

The Reiling Dredge Preservation Master Plan describes several potential stabilization and interpretation options for the Reiling Dredge on joint Town/County open space in French Gulch. Staff is providing a status update to Town Council on the content of the report, and requests Town Council consider potential next steps for preserving and interpreting this important historical resource.

Background

The Reiling Dredge is an historical resource located on jointly-owned Summit County/ Town of Breckenridge open space in French Gulch. In the early 1900's, the Reiling Dredge successfully obtained gold from the valley bedrock by overturning the riverbed, leaving it its wake a characteristic "spooned," cobble-strewn valley with no discernible river channel or riparian zone. The Reiling Dredge is historically significant because it was cutting edge technology in its day and represents the extreme measures which area miners took in pursuit of gold. The Reiling Dredge is also particularly rare because the boat was abandoned in its pond with the associated boarding house, cabins, privies, and scow located nearby.

The Reiling Dredge ceased operation in the early 1920's. Much of the steel that comprised the boat's workings was salvaged during World War II. After several decades of neglect, the Reiling Dredge was identified as an important historical resource in the early 2000's. Initial research was performed to assess the possibility of stabilizing the rapidly deteriorating structure. Several initial evaluations by historians, archeologists, and submerged historic resource experts led to the following conclusions:

1. The Reiling Dredge is in a state of rapid decay, potentially necessitating expensive stabilization efforts.
2. The Reiling Dredge is an extremely rare site and historically significant enough to warrant consideration for state or federal listing.
3. More specific information about the Reiling Dredge and its current structural integrity would be needed in order to effectively stabilize and interpret the site.

As a result of these conclusions, in 2013, the Breckenridge Heritage Alliance (BHA) hired SlaterPaull Architects to develop a preservation master plan. The report was commissioned by the BHA in cooperation with the Town of Breckenridge and Summit County Government, and funded largely by a Colorado State Historical Fund planning grant. The primary objectives of the report were to:

1. Conduct a thorough investigation of the structural stability and integrity of the Reiling Dredge.
2. Develop recommendations for both short-term stabilization and long-term preservation of the structure, and cost estimates.
3. Develop a plan for the interpretation and use of the site.

4. Describe the potential parameters for the Reiling Dredge to be included on the National Register of Historic Places.

Following several public forums and extensive background research, SlaterPaull delivered a draft of its Reiling Dredge Preservation Master Plan to the BHA, Town, and County staffs in August. This Council memo and presentation are intended to summarize the report's findings and identify first steps towards the stabilization and interpretation of the historic Reiling Dredge.

In summary, the report concluded the following:

- The Reiling Dredge is a rare and important historical site worthy of both preservation and interpretation.
- Without immediate stabilization efforts, the Reiling Dredge structure will inevitably experience greater decay and loss of historical fabric.
- Interpretative opportunities abound in the area surrounding the Reiling Dredge.

The Reiling Dredge may be eligible for National Historic Landmark status, the highest level of federal listing, but future projects in French Gulch (i.e. river restoration) could adversely affect a historic designation. The Preservation Master Plan provides ample information on the Reiling Dredge, including its historical significance for the Breckenridge area, its current structural integrity, and a list of preservation strategies to stabilize the decaying wooden structure and extend its life for interpretive reasons. The plan also delves deeply into potential future interpretive approaches for the area, including new trails, platforms, and signage. Finally, the report provides recommendations regarding a potential National Register nomination and, along with it, the scale of preservation of many of the spooned rock piles in the valley to retain "historical context" for the Reiling Dredge.

Summit County commissioners have expressed concern that future river restoration efforts previously discussed by BOSAC and Town Council conflict with the State's proposed National Register boundary, which could mean any National designation could be jeopardized. Although a National Register nomination would not prevent future river restoration efforts per se, mining a river bottom designated as a National Historic landscape would likely affect public perception of the river restoration and complicate the restoration project. Notably, section 106 review (state-level review of historical site impacts) would be required for any future projects with a federal nexus (i.e. Army Corps 404 permit or federal project funding) because the site has already been identified as National Register eligible. The river restoration concept was vetted through a Harvard Design School project several years ago but has not progressed beyond conceptual at this time.

According to the Preservation Master Plan, the highest priority with regard to the Reiling Dredge is to stabilize the decaying wooden boat to extend the life of the structure for future interpretative goals. The plan outlines several stabilization options and their associated costs:

1. No intervention- Dredge decays significantly over the next 20 years. **No costs.**
2. Improve stabilization and extend the life of dredge by clearing the deck of sand and vegetation, making timber frame repairs, reinforcing damaged deck portions, and possibly raising the pond water level. **\$90,000 estimated, plus any pond level costs.** (This option- **\$110,000 in total**- is included the BHA's proposed 2015 CIP funding request for Council consideration).
3. Preserve and stabilize dredge for longevity by repairing port cabin walls and roof, reinstalling diagonal bracing, and repairing starboard ladder well framing. **\$127,950 estimated, plus above costs.** (This option is in the BHA's proposed 2016 CIP budget).

4. Additional stabilization and gantry reassembly. **\$191,000 estimated, plus above costs.** (This option is in the BHA's proposed 2017 CIP budget).

Pursuit of any of these stabilization options would require additional budget discussions between Town Council, the Breckenridge Heritage Alliance, and Summit County Government. The CIP discussions are scheduled to occur at the September 23rd Town Council joint meeting with the BHA. BHA and Town staff will continue to explore funding options with History Colorado and Summit County Government for the stabilization tasks identified in the report.

Following multiple conversations with the project partners, staff recommends delaying any National Historic Landmark application at this time, and proceeding with the initial stabilization (option #2 above) without pursuing History Colorado grant funding for the stabilization. This approach accomplishes the following:

1. It treats the most pressing issue (rapid deterioration of the dredge structure) in the shortest possible timeframe. Pursuing State grant funding would delay any on-the-ground stabilization work until 2016 field season at the earliest.
2. It allows the Town and County to determine the appropriate level of stabilization, rather than pursuing State-directed restoration work based on the dredge's period of significance.
3. It forestalls complex and challenging partnership decisions regarding future valley-bottom restoration efforts.
4. It is relatively cost-effective. The cost of option 2 could potentially be split 50/50 with Summit County and yield measureable results to preserve any future stabilization and interpretive options. Potential State restoration grant funding could result in a 75/25 project split of the estimated \$110,000 first phase, but carry additional costs, delays, and other requirements.

Staff requests Town Council review the attached Reiling Dredge Preservation Master Plan and answer the following questions:

1. ***Does Town Council have any questions regarding the content of the plan?***
2. ***Does Council concur with the findings in the report or prefer any of the potential stabilization/preservation options?***
3. ***Does Council support staff's recommendations or do you prefer another approach?***



Reiling Dredge
Preservation Master Plan
Draft Report
June 2014
SHF Grant No. 2013-M2-043
Deliverable #6



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1



PROJECT INFORMATION

PROJECT GOALS

The primary objectives of this project are to conduct a thorough investigation of the structural stability and integrity of the dredge, develop recommendations for both short term stabilization and long-term preservation of the structure, and to develop a plan for interpretation and use of the site. In addition, the possibility of a National Register of Historic Places nomination was considered and potential boundaries for such a nomination are still being considered. This master plan addresses how best to interpret and preserve the dredge and its site while balancing other interests and goals for the area including stream restoration and recreational uses. This project was paid for in part by a State Historical Fund grant from History Colorado, the Colorado Historical Society.

PROJECT PROCESS

Public engagement is key to the success of this project. The site is publicly owned, work on the site would likely be at least partially funded with public monies, and public interest is high.

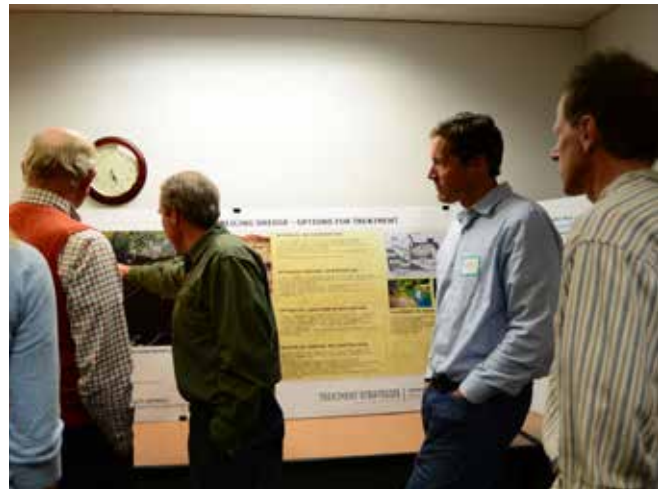
The first public outreach event was held August 14, 2013. This event included a presentation at the dredge site which included a summary of dredge mining operations, mining operations in the valley, information regarding work completed to date, and discussion of site interpretation and dredge stabilization strategies. A short hike occurred around the site with discussion regarding extant surface archaeology. Following the time on site, an open house was held at the Breckenridge town hall to allow time for public comment regarding the dredge and the proposed site interventions.

The second public outreach event was held on November 21, 2013. This event included an open house at the Breckenridge town hall. The project team presented findings to date including the condition of the dredge with options for stabilization, site interpretation and analysis, and discussion regarding long term uses for the site as well as boundaries for a potential national register nomination.

PROJECT SCHEDULE

August 14, 2013	Public Outreach Event #1
November 21, 2013	Public Outreach Event #2
February 20, 2014	Draft Assessment and Preliminary Recommendations Submitted for Review
March 31, 2014	Collect Comments Regarding Draft
June 16, 2014	Draft Preservation Master Plan Submitted for Review
July 2014	Collect Comments Regarding Final Document
August 2014	Master Plan Project Complete

The timeline for implementation of the recommendations outlined in this report has not yet been established. Portions of the work may be eligible for State Historical Fund grant funding once the structure is designated at a local, state, or national level.



Top Left Photo: Reiling Dredge - Winter 2013
Middle Left Photo: Reiling Dredge - Fall 2014
Bottom Left Photo: Public Outreach Event #1

Top Right Photo: Reiling Dredge - Summer 2013
Bottom Right Photo: Public Outreach Event #2

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STRUCTURAL ENGINEER:

Atkinson-Noland & Associates

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Boulder, Colorado 80302

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PROJECT COORDINATOR / GRANT RECIPIENT CONTACT:

Breckenridge Heritage Alliance

309 North Main Street

Breckenridge, Colorado 80424

970-453-9767 x101

CONTACT:	Larissa O'Neil	larissa@breckheritage.com
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HISTORY COLORADO (PROJECT FUNDER):

State Historical Fund

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Denver, Colorado 80203

303-866-3536

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PROJECT BACKGROUND

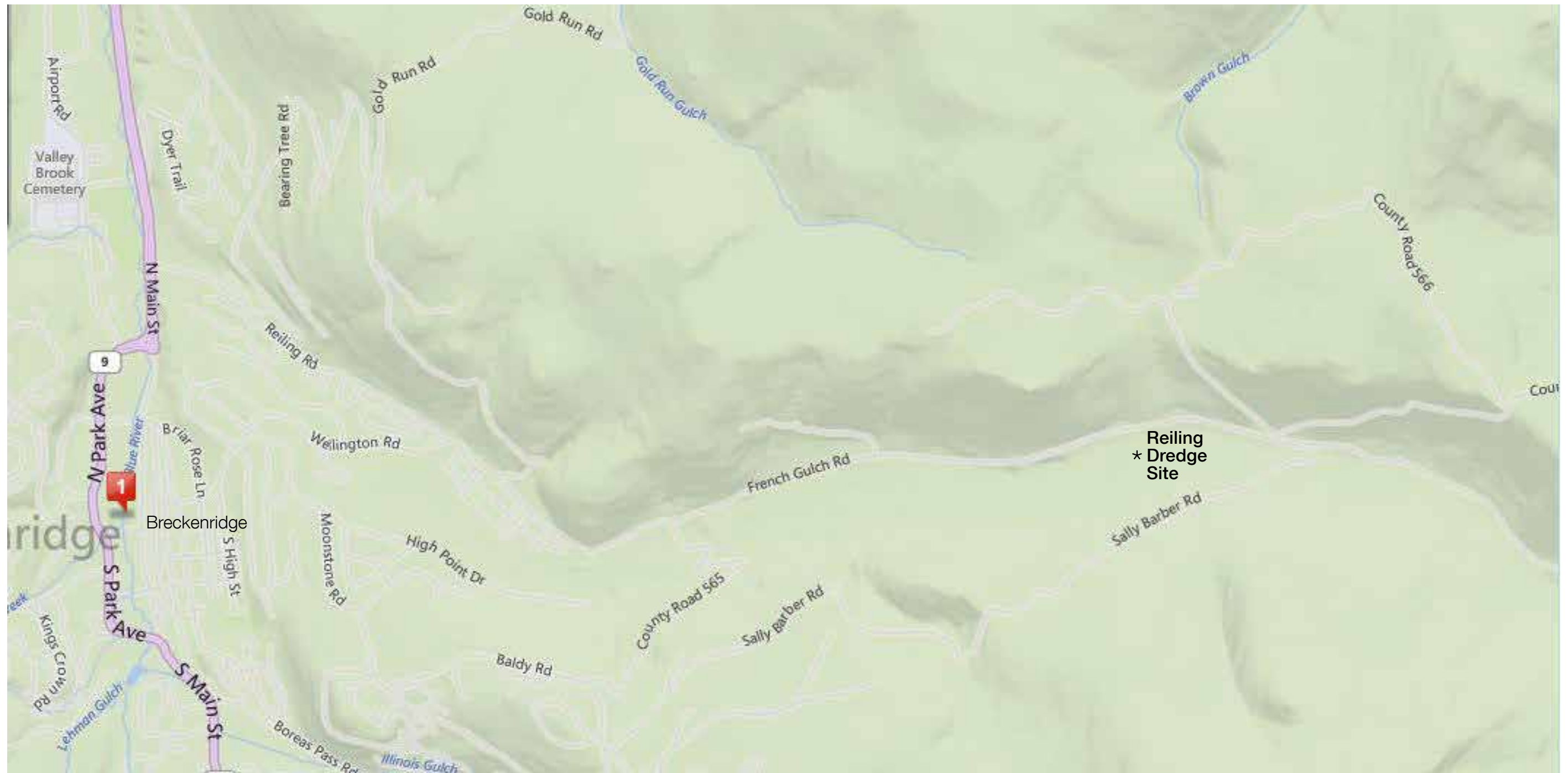
The land on which the dredge is located is owned jointly by the Town of Breckenridge and Summit County. The property is managed by the Open Space and Trails Departments of the two government entities. The site was purchased primarily to prevent development from occurring. The site was acquired with interest in not only preserving the dredge, but also restoring the stream through French Gulch, and enhancing and increasing recreational opportunities in the area.

Prior to this project, the site has been extensively documented. In 2002, a Historic Structure Assessment was completed for the dredge. In 2008, Western Mapping Company and the National Park Service documented the dredge. Their documentation included aerial and terrestrial mapping, as well as non-invasive underwater survey and documentation of the submerged sections of the dredge. The preservation master plan includes further research and documentation of the dredge and surrounding site, as well as proposed treatment strategies for both the dredge and the surrounding site.



Reiling Dredge from trail

VICINITY MAP

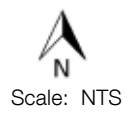


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Scale: NTS

SITE CONTEXT



Dredge and Dredge Pond



The dredge itself remains in its original pond, with dredge piles extending east and west from the dredge site. To the east of the dredge and pond a 'loop' of dredge piles is visible, indicating where the dredge turned around. To the north of the dredge piles is French Creek.

2



HISTORY AND SIGNIFICANCE

[HISTORY OF THE DREDGE](#)

Constructed in 1908, the Reiling Dredge was the eighth dredge in Summit County to effectively mine gold-bearing ground. The dredge was built by Henry J. Reiling in the elaborate California Dredge style. The dredge was built for the purpose of extracting gold from stream channels. The dredge's best, most cost-effective use was mining at bedrock. In the Reiling Dredge vicinity, bedrock varied from 30 to 45 feet in depth. After the initial week of operation the dredge netted approximately \$9,000 worth of gold. In 1910, records indicate that the dredge produced approximately \$150,000 in gold. (Refer to Fountain, Bill & Mather, Sandra, Chasing the Dream: The Search for Gold in French Gulch for further information concerning productivity of the Dredge.)

In winter of 1912, when operation of the dredge was not possible due to weather conditions and the lack of a heating system on the dredge, the Reiling Dredge underwent extensive repairs. In 1913, the dredge's bucket line and bucket ladder were extensively damaged by a cave-in which occurred near the front of the boat. Shortly after resuming operation, the dredge reached the end of its company's claim and the company was forced to transport the dredge across land to a location upstream by approximately a mile. The dredge continued operations in 1914, extracting gold from bedrock approximately 40 feet below, and cutting a path 400 feet wide. In May 1915 the largest nugget reported from the dredge was recovered.

By 1917, four dredge boats were in operation in the Breckenridge vicinity. The Reiling Dredge continued operation with little incident of note through 1917 and 1918. In 1919, the dredge hit a large rock which caused it to sink approximately 7 feet into its pond. The dredge was repaired and continued operations until 1922. At this time, the dredge was purchased by the Florence Gold Dredging Company for \$50,000. On November 19, 1922, the dredge sank and never worked again. To this day, the dredge remains in this location, 2.6 miles east of Breckenridge at an elevation of 10,000 feet.

Since 1922, the dredge has remained in the same location in a state of on-going decay. A sequence of historic photos shows the decay occurring on the dredge itself. Loss of critical structural members at various points in time led to compromise of the structural integrity of features such as the exterior walls and roof which in turn also collapsed.

An archaeological survey for the site was completed in 2000 and in 2001, a historic structure assessment was conducted for the dredge. In 2008, the Town of Breckenridge was awarded a grant from the State Historical Fund for mapping and documentation of the dredge.



1908

1964



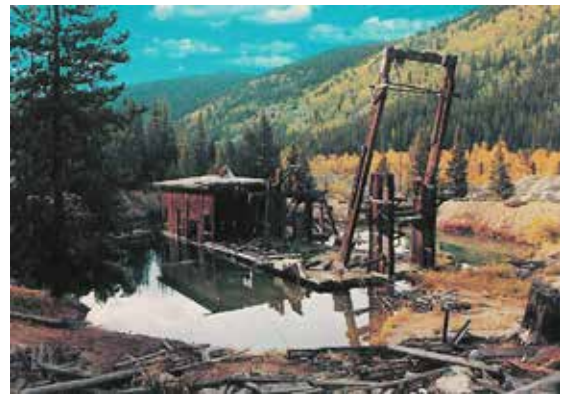
1911

1965



1920

1980s



Historic photos courtesy of the Breckenridge Heritage Alliance & Bill Fountain

The historic significance of the dredge lies in its uniqueness and historic integrity. The Reiling Dredge has one of the most intact dredge landscapes of its type in the United States. The Office of Archaeology and Historic Preservation is engaged in on-going research to determine the historic significance of the dredge, contacting state historic preservation offices across the nation to establish which other dredges are extant and how their site integrity compares. Comparable dredges are located in Canada, Montana, and Alaska; however, none of these dredges remains in situ in its pond in addition to having a high amount of intact dredge piles. In addition, the dredge site is uniquely accessible, with only a short walk along a well-maintained path required to reach the dredge site.

At many dredge sites, the tailing piles have been removed, often harvested for their value as gravel or aggregate. This strategy has been considered at the Reiling Dredge site, however, it has yet to be agreed upon by all stakeholders. These piles demonstrate the dredge's operation and provide a tangible example of the destruction to the landscape which results from dredging operations.

Many of the other extant dredges are no longer in their dredge ponds, which also makes the Reiling Dredge unique. The pond was an integral part of dredge operations, and therefore, an important consideration when establishing site integrity. The presence of the pond contributes to the unique nature of the dredge.

Other extant dredges in the United States and Canada are of different eras of construction or are different types of dredges, which also contributes to the significance of the Reiling Dredge.



Extant dredge piles to the east (left photo) and west (right photo) of the dredge site. Note some level of natural reclamation is visible with vegetation beginning to gain purchase in the dredge piles.

3



DREDGE CONDITION ASSESSMENT

Dredge boats were constructed to retrieve gold in bedrock, too deep to be accessed safely via other methods of mining. Prior to construction of a dredge, a large pit was dug, which would later be filled with water to float the dredge boat. Once the dredge boat was constructed and was floating in its pond, wire cables, called tenders, were extended from the dredge to the shore, wrapped around a deadman (a large log buried underground), weighed down with boulders, and buried approximately 3 feet. A spud pole at the rear of the boat was inserted into the bed of the pond, and was also used to anchor the boat.

A bucket line dug at the bank of the pond and pond bed. Gold-bearing gravel and mud were deposited from the bucket line into a trough. The trough carried the material into a trommel. A water pipe ran through the center of the trommel, spraying water at a high pressure in all directions. The gravel was sent out of the trommel through various sizes of openings, into sluices. In the sluices, riffles lined with mercury trapped the gold, forming an amalgam. Larger rocks exiting the trommel were sent up the stacker at the rear of the dredge. The stacker deposited the rock behind the dredge, forming large rock piles, such as those seen around the Reiling Dredge's pond. As the buckets dug up more material and the stacker deposited material out the rear of the dredge, the dredge and its pond moved slowly.

Today, only a limited number of the original Dredge components are extant. Many of the metal pieces were removed and sold for scrap. Ongoing deterioration of wood components has led to failure of the wood members, which in turn, has led to collapse of various sections of the dredge.

DREDGE HULL STRUCTURE

Description: The hull is the main body of the dredge, including the sides, bottom, and deck of the boat. Most of the hull of the Reiling Dredge is submerged in the pond; parts of the deck are above water. The hull is constructed of wood planks. Openings which provide access to the interior of the hull are visible on the deck.

Condition: National Park Service divers evaluated the condition of the dredge components that are submerged. In general, the submerged components are in fair condition. The constant submersion has prevented the wood deterioration which occurs to wood subject to a cycle of wetting and drying.

Much of the deck above the surface of the water is covered with soil and vegetation. Sections of the deck have deteriorated to the point where the wood is no longer extant. The soil and vegetation on the deck are causing further deterioration of the wood. The section of deck below the surface of the water is in fair condition, with many of the original wood components extant but damaged or decayed.

Recommendations:

Refer to Section 4: Preservation Strategies for the Dredge for recommendations pertaining to the deck. Recommendations are dependent on the approach selected for the project.



Divers evaluating underwater superstructure components



Extant enclosure



Divers evaluating the condition of the hull

DREDGE SUPERSTRUCTURE

Description: The superstructure of the Dredge includes the bucket line, trommel, and stacker.

Condition: The superstructure is in poor condition. A number of the original components are no longer extant. Some components are no longer attached to the Dredge or are partially attached to the Dredge. These items are visible underwater adjacent to the Dredge.

Recommendations:

Refer to Section 4 for specific recommendations. Reconstruction of some superstructure items may be considered depending on the strategy selected for the preservation of the Dredge.

DREDGE ENCLOSURE

Description: According to historic photographs, the Dredge originally had two levels above water. The superstructure was constructed of wood framing with vertical wood siding. The upper and lower sections of the superstructure had flat roofs which were presumably constructed of wood framing and wood plank decking which may have been covered with tar paper. The exterior walls had a number of window and door openings. The windows appear to have been double hung wood windows; the doors appear to have been wood doors in wood frames. None of the doors or windows are extant. One exterior wall of the superstructure is extant though much of the vertical plank siding is no longer present. The interior of the Dredge would have been unfinished with the wood components of which the dredge is constructed exposed on the interior.

Condition: The superstructure of the dredge is generally in poor condition. The wood components are in varying states of deterioration. The wood members at or adjacent to the water level have deteriorated to a much greater extent due to the wetting and drying cycles they are subject to. Other heavy timber framing members are also deteriorated. The original locations of connections and wood members no longer extant are discernible with some bolts and wood remnants visible.

Recommendations:

Refer to Section 4: Preservation Strategies for the Dredge for recommendations pertaining to the deck. Recommendations are dependent on the approach selected for the project.

MECHANICAL & ELECTRICAL SYSTEMS

Description: The earliest dredges operated on steam power, later dredges were powered by electricity. Electrical power for the Reiling Dredge was provided by the Shoshone Plant on Colorado River - Central Colorado Power. Unlike the Reliance Dredge, the Reiling Dredge did not have a heating system. As a result, the Dredge could not operate during the winter months.

Condition: The Reiling Dredge no longer has mechanical or electrical systems.

Recommendations: There are no recommendations for the mechanical or electrical systems for the Dredge.

There are no recommendations regarding the mechanical or electrical systems for the Dredge.

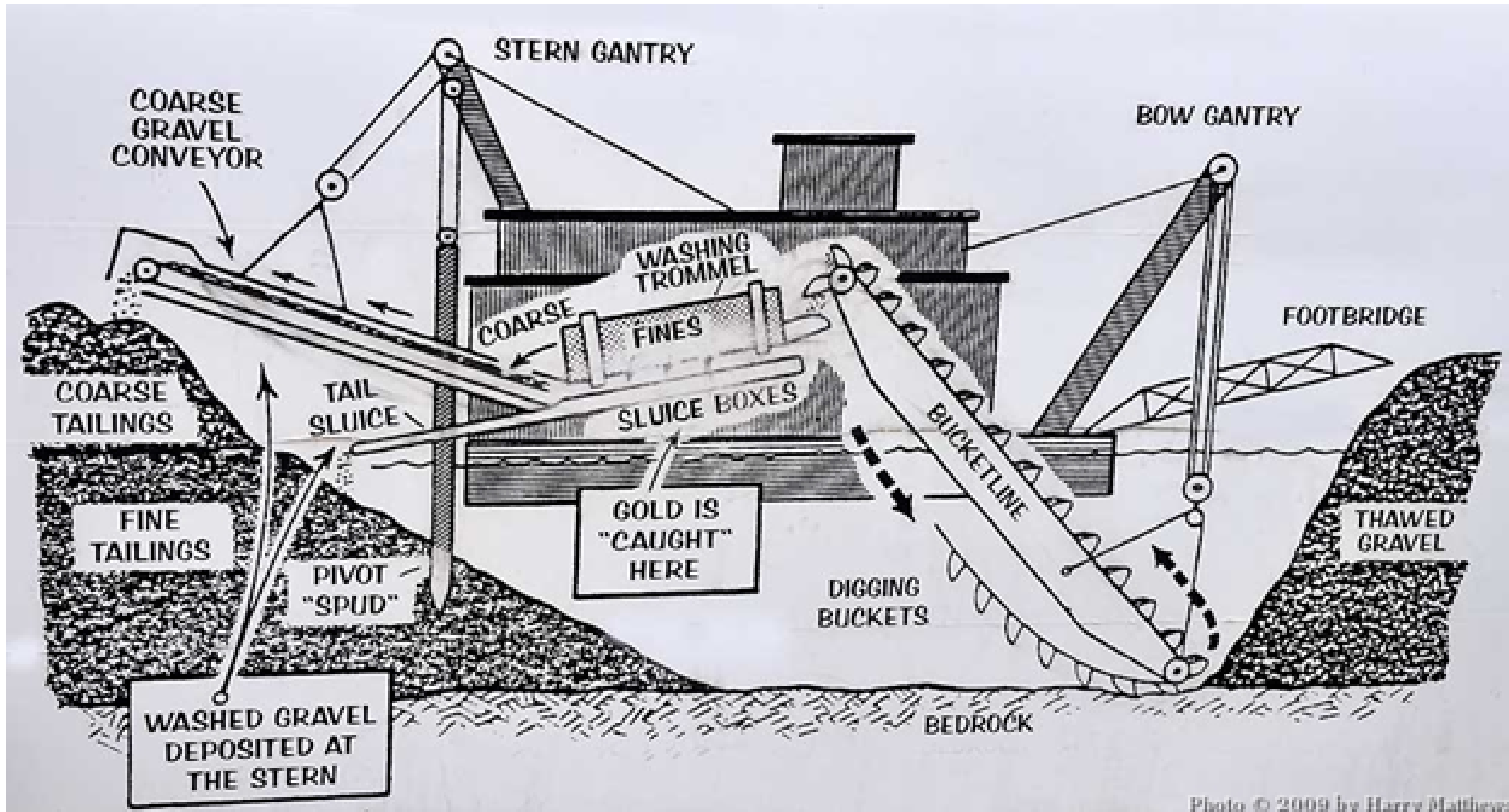
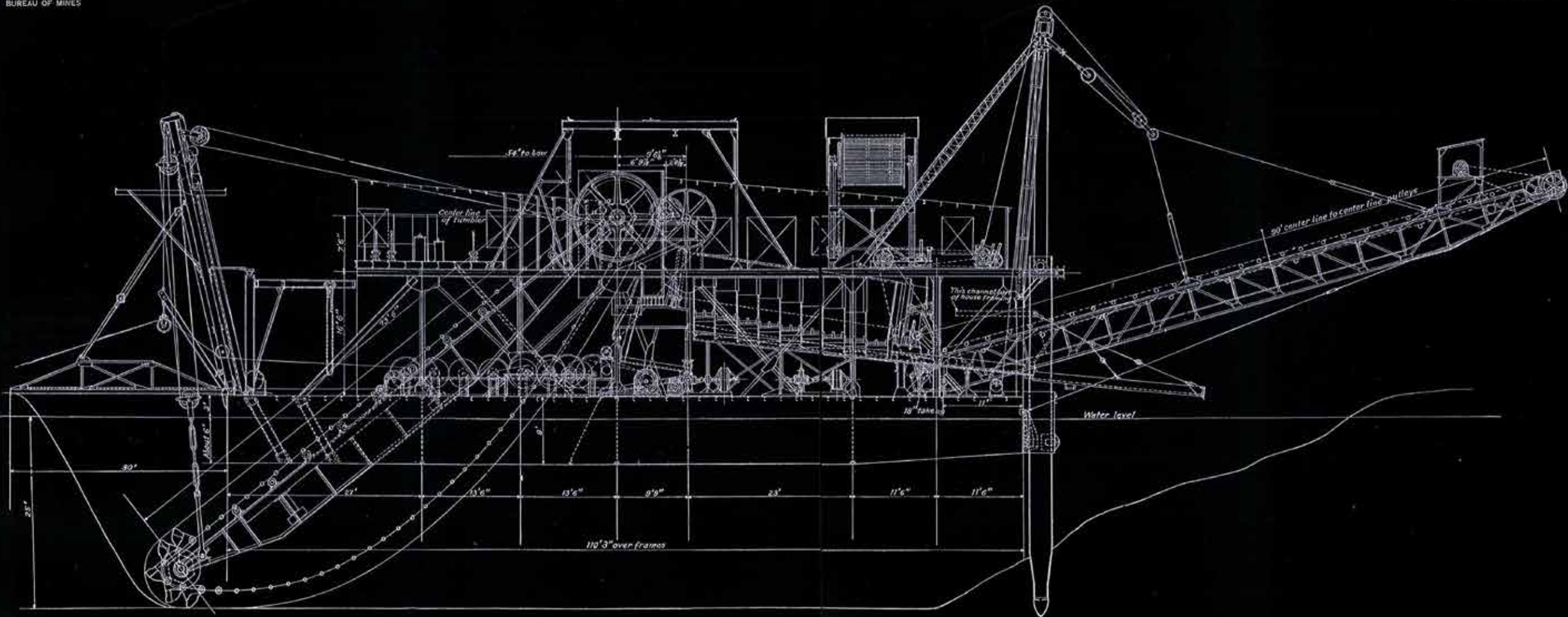


Photo © 2009 by Harry Matthews



ELEVATION OF A 7 1/2-FOOT DREDGE.

Typical Dredge section - drawing excerpted from Bureau of Mines Bulletin

4



PRESERVATION STRATEGIES FOR THE DREDGE

This section of the report includes four preservation options with different degrees of intervention that address the longevity of the standing architecture (the remaining columns, trusses, etc. subject to wind loads and decay at the water line) and the portion of the deck currently exposed to repeated wetting and drying. Interventions include:

01: No intervention

02: Minimal intervention including cleaning / repairing the deck and raising the water level

03: Repair of the framework on either side of the ladder well, including intersecting cabin walls and roof, to stiffen the construction near the middle of the boat

04: Repair of the conveyor gantry at the rear of the Dredge

APPROACH

In what follows, an approach to stabilization and repair is outlined that is guided by the Secretary of the Interior's Standards for the Treatment of Historic Properties, the ICOMOS Principles for the Preservation of Historic Timber Structures, and the ISCARSAH Principles and Guidelines. In proposing preservation options, thought was given to preservation goals as they apply to existing fabric, the original structural configuration of the dredge, and the craft practices that were used to produce the structure.

In order to protect resource integrity and introduce as little new material as possible, maximum use should be made of the existing timber. This will involve evaluating fallen / damaged wood with respect to its potential for reuse in conducting repairs, splicing new timber into historic elements to replace decayed / damaged portions, and cutting traditional joinery in repairing sections of broken or missing assemblies. This requires a different set of skills and tools than those used in framing new structures, and site stewards should only entertain proposals from framing crews skilled in the repair of historic timber structures.

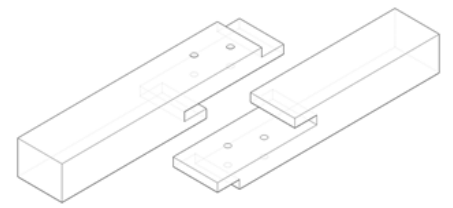
When considering repair techniques for the Dredge, it is perhaps important to note that, while in service, the mining company would likely not have repaired heavily loaded elements by splicing in new timber to replace deteriorated material; it is more likely that damaged elements would have been replaced entirely. However, because of the historic significance of the Dredge, the project team has determined that any intervention should conserve as much historic fabric as possible while recovering portions of the historic structural system needed to achieve stabilization goals. If we consider the tradition of heavy timber framing, of which the Dredge is certainly an example, then in this broader context scarfed splices and dutchman inserts can certainly be considered traditional. In addition, they constitute a means by which a substantial portion of the surviving historic material can be retained while meeting the reduced structural requirements associated with current loads.

SCARFED SPLICES

Traditional scarf forms can be used to splice new timber into deteriorated members. These repairs are not invisible, but the visual impacts are not obtrusive or unattractive, and the joinery is interesting to look at. Limited replacement of decayed portions of members using traditional joinery has the advantages of preserving the salvageable portions of historic elements as well as the historic craft tradition that originally produced the structure.

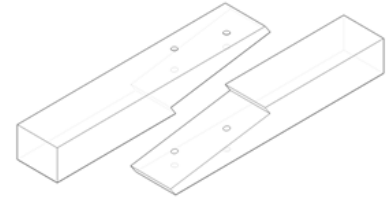
DUTCHMAN REPAIRS

Wood dutchman repairs can be let into deteriorated portions of historic elements where decay is limited in extent. Dutchman inserts will improve the bearing area of deteriorated members, improve the performance of connections, and will fill recesses and cavities that might otherwise collect water. Using wood to make the repairs has the advantage of introducing repair materials that have physical and mechanical properties that are similar to the original material while maintaining aesthetic continuity.



REPLACEMENT IN-KIND

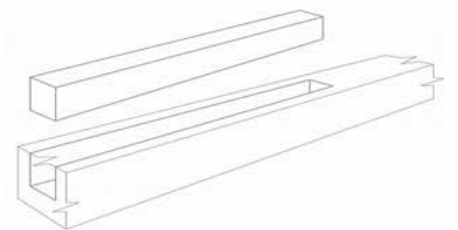
Some of the structural timber is so thoroughly deteriorated that the only way to recover adequate capacity is by replacing the member in-kind. In replacing the wooden elements of a historic structure, guidelines often urge the use of material matching the original in species and of at least equal quality. For the Dredge repairs, Douglas-fir timber of select structural grade should be used for all of the repairs. High-quality materials will have greater structural capacity and improved durability, meaning that for a given repair the investment in making the repair will yield better performance and longer-lasting results.



Two forms of a scarfed splice: halved (above) and splayed (below)

BORATE RODS

Installing borate rods in the above-water members can reduce the rate of deterioration due to wood decay. Borate rods can be inserted into holes drilled into the wood where deterioration has been identified. Borates are low-level toxicity preservatives that are used to improve the durability of both new and in-service wood products. Borates require moisture to migrate through the wood but can be leached from the wood with too much exposure to moisture; therefore, they will need to be placed above the water line but in the zone of active deterioration. Borates also effectively control termites, carpenter ants, a variety of beetles, and other wood boring insects. Topical borate treatments (liquids) applied to the surface offer no protection to the more vulnerable interior of large timbers and are not recommended.



Typical Dutchman repair. The decayed portion of the existing member is removed, and a new piece is cut to fit tightly into the void. The repair may be secured with mechanical fasteners and/or an adhesive.

To install borate rods, holes are drilled into the areas where moisture is a concern, the rods are inserted, and the holes are filled with either a pressure-treated wood plug or a plastic threaded plug. Plastic threaded plugs are recommended for the Dredge to facilitate the insertion of additional rods during future inspection cycles. Borate rods are typically effective for three to ten years depending on environmental conditions, but they should be inspected annually at the Dredge given the extreme moisture exposure of most of the elements. The borates should be used as part of a cyclic, long-term maintenance program

RIGGING

The repairs described below require moving and lifting several relatively large timbers and timber assemblies on a site inaccessible to a crane. Rigging for these lifts will be challenging given the difficult access of the site and the partially submerged condition of the deck. In the stabilization strategy outlined here, it is assumed that timber, tools, and gear will be delivered to the site by helicopter. Lifting lightweight loads can be done using the Dredge structure, augmented by towers of structural staging set up on a reinforced deck. Larger loads (the conveyor gantry) will require erection of a temporary crane.

This outline includes order-of-magnitude pricing for each item in the scope, with the exception of option 4; prices are listed for individual items and should be considered cumulatively to arrive at an estimate of total costs. The prices approximate the fees that Breckinridge Heritage Alliance can expect to pay for repairs, provided experienced rigging and timber-framing crews can be found locally. If crews are brought in from outside the area, allowances for travel, housing, and per diem will need to be added to this budget. The helicopter costs included here assume that there will be one mobilization episode and one demobilization episode, with additional support for the conveyor gantry lift. If the project is phased over a period of months or years, there will be additional costs associated with delivering materials to the site.

OPTION 01: NO INTERVENTION

Goal: Allow structure to be reclaimed by nature

Timeframe: Dredge may be unrecognizable in 20 years due to continued decay and structural failure

Cost: \$0

This option would allow for the Dredge to be reclaimed by nature. It is not recommended, but provided as a baseline so stakeholders know what will likely happen if no action is taken. Under this scenario, the structural timber and other wood components of the Dredge would deteriorate due to a combination of weathering, wood decay, insect attack, and excessive window or snow loads until individual components fail and collapse into the pond. Without intervention, it is likely that the key individual structural members of the Dredge will fail within 10 years due to lack of support. The Dredge will continue to undergo alterations by natural forces until it becomes unrecognizable, a process that may take as few as 20 years. At some point, the Dredge will be unrecognizable. There is no financial cost associated with implementing this option.



Anthony & Associates examining the condition of the deck of the Dredge.



Fallen superstructure visible underwater.

OPTION 02: PRESERVATION BASED ON MINIMAL INTERVENTION

Goal: Improve the stabilization and extend the service life of the structural members of the dredge for an undefined period of time.

Probable Cost: Task 01: \$90,000

\$35,000 Timber frame labor (2.5 weeks @ \$14,000/week)

\$35,000 Decking (10,000 BF or 1500 SF plywood deck with cribbing)

\$20,000 Helicopter allowance

Task 02: Assessing the cost of raising the water level is beyond the expertise of the project team and outside the scope of this Master Plan study.

This option has two distinct tasks:

Task 01: Cleaning and repairing / reinforcing the deck: Clearing the deck of soil and vegetation will allow for the structure of the Dredge to be more clearly interpreted and removes soil and plant roots that can result in decay and disintegration of the wood decking. With the exception of Option 01, this is recommended regardless of the other preservation options selected, with the caveat that clearing the deck is likely to uncover areas too fragile to walk upon; as a result, additional precautions may need to be taken to prevent visitors from climbing out onto the Dredge.

If additional stabilization or repairs (as described in the preservation options below) are to be done, then cleaning the deck will need to include selective removal of debris, and repair/reinforcement of the deck so that repair of the standing structure can be done safely and efficiently. Making timber frame repairs to the standing elements will entail the storage of repair timber on the deck, clearing pathways across the deck so that large timbers can be moved into position using rollers, and each repair site will have to be cleared of debris in order to raise repaired elements. Framers will evaluate fallen original timber with respect to its potential for reuse in the repaired structure. For example, large portions of the conveyor gantry columns can certainly be reused in the repair of the gantry; it is equally likely that debris piles nearer the middle of the dredge will yield portions of the ladder well framing and port cabin walls that can be salvaged. Given the level of existing documentation, the potential exists for returning larger debris to the deck following repairs if that is the desire of the site stewards.

Strengthening of the deck can be accomplished through repair and/or reinforcement. Repair will involve the removal of decayed or damaged decking incapable of supporting required loads (the loads that will be imposed during or as a result of repair of the standing structures), and piecing in-kind replacement material into the voids. As an alternative to repair, it may be possible to achieve the necessary capacity by overlaying plywood and/or timber cribbing on deteriorated areas; these can be removed at the end of the project.

Task 02: Raising the pond water level: If feasible, raising the water level is recommended, regardless of the preservation option(s) selected, other than Option 01. The Dredge assessment team feels strongly that this provides the greatest long-term benefit to the preservation of the Dredge. The line of active deterioration will be forced to move higher into the structural members and into sound wood, so the rate of deterioration will slow. The areas of most severe deterioration will be under water, where the lack of oxygen will severely inhibit additional deterioration by wood decay. The raised water level should completely submerge the deck as well, which would stop most of the deterioration of the decking. With the decking completely submerged, it will be less inviting for visitors to wander out onto the fragile deck surface and will protect the structure from additional deterioration due to vandalism and curiosity. The deck, if cleared of dirt and vegetation, could be clearly seen through the water.

Alternatively, lowering the pond water level to expose part of the hull is not recommended. Lowering the water level would expose the vertical and diagonal members to higher wind loads and generate increased stresses on the cross-section of elements with the most deterioration. Lower the water level would improve access to the deck, leading to additional safety concerns as more visitors wander onto the deck. Additionally, lowering the water level would expose all the structural timbers currently below the water surface to deterioration, which would necessitate future repairs an order of magnitude greater than those currently recommended. However, some of the repairs outlined below

may require lowering the water level temporarily in order to make connections below deck; as a result the Dredge team is interested in information regarding how this might be accomplished for the period of months when repairs are made. Assessing the feasibility and cost of raising and maintaining the water level is beyond the expertise of the assessment team and outside the scope of this project.

OPTION 03: PRESERVATION BASED ON REPAIR: LONG-TERM STABILIZATION OF THE MAIN STRUCTURE ONLY

Goal: Preserve and stabilize the dredge for longevity.

Probable Cost: Task 01: \$76,450 (+ the probable cost of Option 02)

\$2,500 Engineering (bracket design)

\$42,000 Timber frame labor (3 weeks @ \$14,000/week)

\$12,950 Timber, dimensioned lumber (2500 BF timber @ \$3.50; 1200 SF sheathing @ \$3.50/SF)

\$6,000 Hardware (brackets, bolts, structural washers)

\$3,000 Equipment rental (winch @ \$1,000/week, staging @ \$500/week)

\$10,000 Helicopter allowance

Task 02: \$51,500

\$1,500 Engineering (bracing design)

\$28,000 Timber frame labor (2 weeks @ \$14,000/week)

\$5,500 Timber (1000 BF (12x12x30) @ \$5.50/BF)

\$3,500 Hardware (brackets, bolts, structural washers)

\$3,000 Equipment rental (winch @ \$1,000/week, staging @ \$500/week)

\$10,000 Helicopter allowance

This option assumes the scope of Option 02 is completed in addition to the following tasks:

Task 1 - Repair and stabilize the port cabin walls and roof, and replace missing diagonal braces on the south side of column C8 on the port side of the dredge to provide long-term stabilization. These braces may be in the water adjacent to the Dredge but their condition may warrant repair or replacement. This would recover cabin construction lost since the 1980s, and would consist of repairing and stabilizing portions of the cabin that survive in the debris pile on the deck, repairing historic members as necessary, and in-kind replacement of members too deteriorated to salvage. Walls and roof should be sheathed to stiffen the construction. The construction will be exposed to wind loads and framing should incorporate wind bracing at roof level and perpendicular to the long wall on the south. It should be noted in this context that this option was first explored as a way of stiffening longitudinal lines of framing along the ladder well. This goal can be more simply accomplished by installing cross-brace ties between the two lines of framing.

Cabin walls will occupy deck space currently covered by the existing cabin wall debris; the debris and deck will need to be closely examined to determine where walls were originally located and their probable size(s). To maximize the stiffness of the construction, each of the walls will be sheathed on one side (sheathing on two sides is likely to trap water and promote decay). Wall framing will be reinstalled using original material, where possible. Replacement material will replicate the original construction in terms of timber dimension and connection details (including the bracing in upper bays), and replacement sheathing will duplicate the original depending on location (different profiles appear to have been used on the cabin interior and exterior). Most of the historic wall sheathing remains on site and will be reinstalled wherever possible. The walls will be repaired and assembled on the deck and lifted into position from beams supported on the ladder well structure and towers of structural staging set up on deck. Connection of the wall segments to the deck will be through the decking material, so it will be important to ensure that sound decking is available for making connections at each of the wall locations.

Repairing (reinstalling) diagonal bracing south of column C8 will provide additional support to these columns, and stiffness to the east end of the ladder well framing. Originally, diagonal braces terminated below deck; the type of connection is currently unknown. Since it is unlikely that the pond can be drained sufficiently to provide access to the entire hull structure (which would be preferable from the point of view of replicating the original connections), it is recommended that a design be developed for making connections at the level of the deck or its immediate understructure. This can be accomplished with a pivoting bracket that installs (with bolts) in a kerf in the base of a column or brace and is bolted through the deck and a supporting joist. This way, the bracket can be fastened to the deck, the repaired element can be rolled to the bracket location, the connection can be made to the column (or brace) base, and the element pivoted into position using come-alongs, a chain hoist, or hand-powered winch.

Task 2 - Repair ladder well framing on the starboard side. The “truss” made up of diagonal timbers on the port side of the dredge is largely intact adjacent to the ladder well and extending toward the bow (the emergency stabilization cable is attached to a vertical post in the port truss). Some of the timbers are missing in the truss on the starboard side, and should be replaced in-kind to add stability to the existing structure and provide additional locations for cross bracing between the two longitudinal lines of framing.

At least some of the missing elements are visible in the debris pile on the starboard side. These should be evaluated for reinstallation; new wood can be spliced into original members to replace decayed material. Lifting these timbers can be done using the ladder well structure on the port side, augmented by towers of structural staging set up on the starboard deck. Connections should replicate the bolted plate connections on the port side. Originally, the two lines of framing (port and starboard) were individually braced by cabin structures on either side of the ladder well. Under this scenario, cabin walls will not be re-erected on the starboard side; instead, bracing will be installed across the well. Bracing could include wind bracing (in timber) between the top plates, or cross-brace ties of iron or steel between the vertical and subvertical members.

OPTION 04: PRESERVATION BASED ON REPAIR: INCLUDE CONVEYOR GANTRY ON THE STERN OF THE DREDGE

Goal: Aid in interpretation to allow the public to better understand dredge operations; preserve and stabilize the dredge

Probable Cost: \$191,000 (+ the probable cost of Options 02 & 03)
 \$5,000 Engineering (crane design, specifications for cable guys, anchors)
 \$112,000 Timber frame labor (8 weeks @ \$14,000/week)
 \$11,000 Timber (2000 BF @ \$5.50/BF)
 \$16,000 Hardware (brackets, bolts, eyebolts, washers, cables)
 \$32,000 Equipment rental (winch @ \$3,500/week, staging @ \$500/week)
 \$15,000 Helicopter allowance

Under Preservation the SOI states for repairs that “when the physical condition of character-defining materials and features requires additional work, repairing by stabilizing, consolidating, and conserving is recommended”. The conveyer gantry on the stern of the Dredge has failed at the base but most of the timbers are either on the shore or in the pond. This option is intended to repair this character-defining feature of the Dredge.

Given that the stabilization options include repairing the port cabin and replacing two missing braces on the port side of the dredge and the missing timbers in the starboard truss for stabilization, a significant percentage of the original frame and massing of the central portion of the Dredge would be reinstated, greatly aiding in interpretation. This additional treatment option would repair timber portions of the gantry at the stern, enabling the public to better understand the configuration of the Dredge when it was operational. This treatment option is recommended only in conjunction with the repairs described above.

Gantry columns survive, along with hardware for reattaching horizontal members. These should be repaired and reused. It is likely that the gantry will be reassembled while lying partially on the deck and partially on the shore; the weight of the entire assembly is likely to be

approximately 6 tons. In one scenario, columns would be rolled to pivoting brackets (see the description in Option 3 above) connected through the deck to the framing below. Column loads would be transferred to hull framing through steel plates installed at deck level and crossing 3-4 joists. Following assembly and connection of horizontal framing, the gantry would be lifted partially into position using a temporary crane installed at the vertical columns (C8) near the middle of the deck and an additional lifting point on the spud columns at the stern. The gantry frame would be temporarily braced, using the spud columns, for repositioning of the crane. Following the final lift, the gantry would be guyed to existing framing and to concrete anchors installed onshore and in the water on either side of the hull. Pursuing this option will require engineering design of a temporary crane assembled from relatively lightweight (< 2700 lbs) components; concrete anchors can be transported to the site as precast units.

The gantry lift could also be accomplished using a large helicopter, or a cable tram with towers on opposite banks, with the cable oriented axially over the center of the hull. For the tram, tower foundations might be constructed of large (2700-lb.) concrete blocks transported by helicopter and assembled into rafts onsite. Each of these options, however, will add considerably to the cost of the repair and should only be pursued if construction of a lightweight temporary crane proves infeasible

RECOMMENDED APPROACH

A combination of Options 02 & 03 is likely the most appropriate strategy. Option 01 is not recommended as loss of the Dredge would occur. Option 04 is likely cost prohibitive, however, may eventually become viable. Starting with work identified in Option 02, project phasing may be possible.

5



ADJACENT SURFACE ARCHAEOLOGY

01: CABIN DEBRIS

Current Condition: The cabin is no longer extant; only a debris field remains. Debris primarily consists of wood framing materials and exterior siding materials.

Significance: The cabin was likely utilized by workers associated with the dredge operation.

Recommended Treatment Strategy: Reconstruction of the cabin is not recommended. The amount of extant materials does not allow for accurate reconstruction, nor are historic photos available which include the cabin. Include the cabin debris on a sign at the trailhead that indicates that the cabin debris are part of the site.

02: FLOATING SLUICE

Current Condition: The floating sluice is located to the northwest of the dredge. The boat is constructed of wood with metal reinforcement at the corners. The bottom of the boat is currently filled with sediment.

Significance: the floating sluice was used by dredge workers to service sections of the dredge and bucket line accessible only from the pond. When the dredge ceased operation, the boat was left on the ground in the forest, where it remains today.

Recommended Treatment Strategy: Include the floating sluice on a sign at the trailhead that identifies extant items relevant to the Dredge.

03: BOARDINGHOUSE PLATFORM

Current Condition: The boardinghouse platform is located southeast of the dredge. The remnants of the boardinghouse include a terrace and foundation remnant. The foundation was constructed by miners by stacking river stone along the west edge of the platform. A debris scatter associated with the boardinghouse includes materials that would indicate the building was a wood frame building with wood siding covered with tarpaper. A partially exposed pipe is extant, indicating that the structure had running water at some point. On the boardinghouse platform is a ring of river rocks, which formed a section of the hearth.

Significance: The boardinghouse was used by dredge workers as a residence. As such, the structure was a critical part of dredge operations, providing a glimpse into how the dredge workers lived.

Recommended Treatment Strategy: Include the boardinghouse platform on a sign at the trailhead that identifies the platform and its function.

04: PRIVY PITS

Current Condition: Approximately four privy pits have been identified on the site surrounding the dredge. These pits are in varying states of identifiability. Some remain pits, up to a depth of three feet while others can be identified and located by extant structure materials such as walls, framing materials, and privy seats.

Significance: The privies were used by the dredge workers and as such were part of the dredge operations. Like the boardinghouse ruins, the privies provide a look at the life of typical dredge workers.

Recommended Treatment Strategy: Do not identify every privy pit on site. Trailhead signage could include information regarding how the miners lived in the area and indicate that privy pits are present on the site.

05: BUILDING PLATFORM

Current Condition: The building platform is located east of the boardinghouse platform. None of the building is extant and only sections of the platform are visible. Extant evidence indicates that the building was of wood frame construction with exterior wood siding.

Significance: The building constructed on this platform originally served as a boardinghouse and shop. The building was part of the complex of building surrounding the dredge, providing required facilities for the miners working on the dredge.

Recommended Treatment Strategy: Trailhead signage should include information relating to how the miners lived on site. This information could include relevant information regarding the extant building platform.

06: DREDGE CABLES

Current Condition: Cables originally used to anchor the dredge as it moved along are extant at several locations on site.

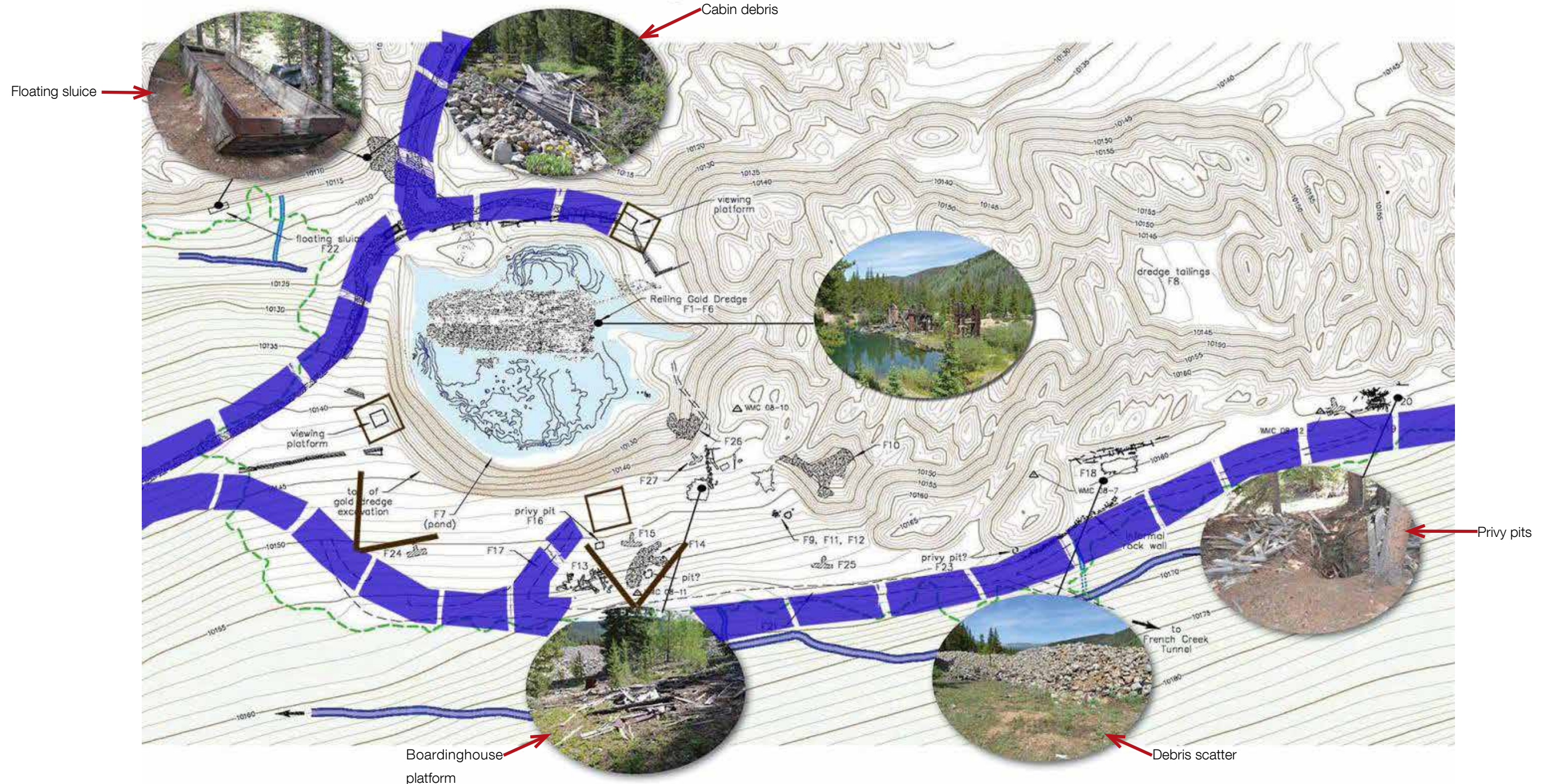
Significance: The cables were an integral part of the dredge's operation.

Recommended Treatment Strategy: The cables should be identified as part of the dredge's trailhead interpretive signage.

RECOMMENDED TREATMENT STRATEGIES

In general, not enough information or documentation exists to accurately reconstruct missing site features. The site elements which have extant remnants such as the cabin, boarding house, and privies are in a state of ruin. Though some overall information can be attained from these elements, not enough can be accurately attained to facilitate a reconstruction. Interpretation of site features should be accomplished through signage at the trailhead. This signage should include general information regarding the site and provide information about the extant items. Additional information regarding how the miners lived on site could be included. In addition, signs should be provided throughout the site to inform people not to disturb the site.

SURFACE ARCHAEOLOGY / INTERPRETATION



TOPOGRAPHICAL MAP

COMMUNITY OUTREACH
 Reiling Dredge Preservation Master Plan

Slater/Full | Blugreen | Anthony and Associates

November 21, 2012

6



SITE INTERPRETATION

[PROCESS NOTES](#)

The Reiling Dredge Preservation Master Plan is conceptual in nature and provides a graphic framework for preserving, protecting and interpreting the significant qualities of the site. Elements of this plan are based on mapping and topographic information provided to Breckenridge Heritage Alliance by Western Mapping Company in 2008. This survey of the project site was neither comprehensive nor updated at the time of this planning process. Further study will be required prior to implementation of features that involve topographic intervention.

Input for this master plan has been collected from a variety of stakeholders, including representatives from Breckenridge Heritage Alliance, Town of Breckenridge Community Development, Breckenridge Open Space and Trails, Summit County Open Space and Trails, and the Colorado State Historical Fund. Public input has also been solicited through an outreach hike, two open house forums, and an online survey on the website Engage Breckenridge. The information compiled has helped to shape the recommendations of this master plan. The planning team appreciates the time and consideration given by every participant in this process.

A Preservation Master Plan is a graphic framework for **preserving, protecting and interpreting the significant qualities** of a site. This plan offers themes, strategies and design recommendations to lend **vision and consistency** to future development efforts.

"The Reiling stands in its original context and possesses a special character defined by its environmental setting, architecture, economy, traditions, and most importantly, its history."

-Stewart Architecture

The preservation master plan for the Reiling Dredge and the surrounding landscape will consider its historic significance, riparian restoration goals, recreational uses, educational and interpretive approaches, heritage tourism goals, and environmental impacts. The master plan will determine how best to preserve both the Reiling Dredge structure and the cultural landscape surrounding it while balancing the other uses and goals for the area.



Outline of Master Plan Process

In seeking to balance the objectives of the various stakeholders, it is important to identify parameters by which the larger historic site might be defined. Tailing piles form the context of the dredging operations as well as the site's connection to regional mining activities. Retention of the cultural landscape is critical to the interpretive experience of the historic remains - but should 'site' mean 'representative sample' of tailings or should it mean the entire extent of industrial disturbance?

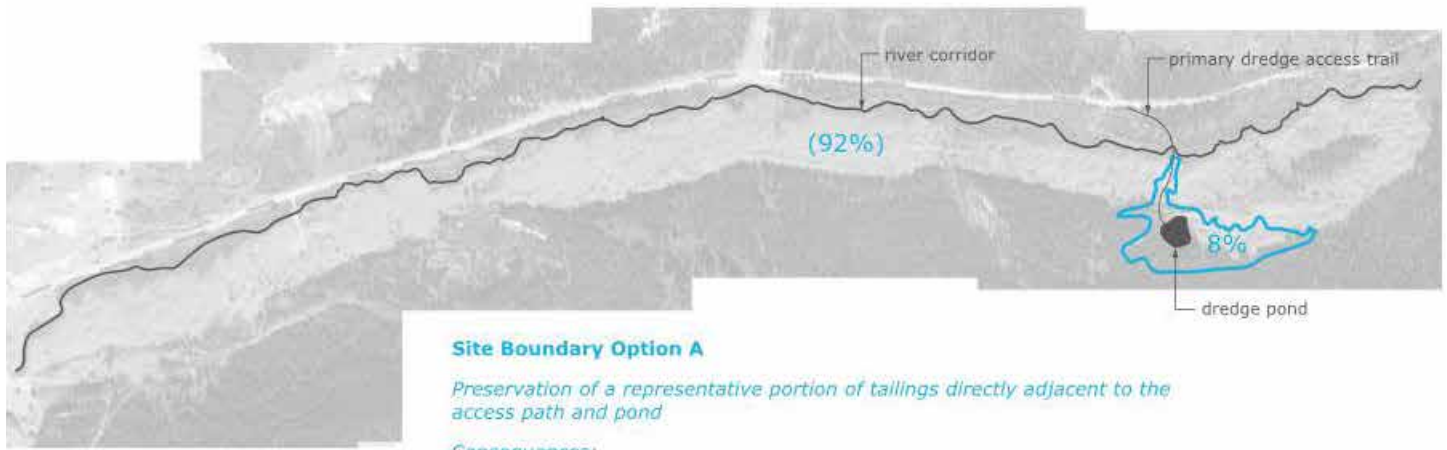
On one hand, the removal of the tailings would negatively impact the site's historic integrity. On the other, the site was purchased by Summit County Open Space and Trails and the Town of Breckenridge and is governed by the Golden Horseshoe Management Plan, which strives to 'protect important natural and historic resources of the Golden Horseshoe while balancing the development and management of its recreational opportunities.' It is important to identify a site boundary that allows these futures to coexist. Options for the site boundaries are illustrated on the preceding pages.

The planning team proposes the following criteria to recommend a boundary that balances visions for the dredge:

1. Permanent preservation of the dredge pond and structure
2. Permanent preservation of the majority of tailing piles within the viewshed of the primary Reiling Dredge access trail and pond and within 60 feet of the existing pedestrian bridge.
3. Establishment of a conditional preservation zone for tailing piles outside the limits described in #1 and #2 but within the primary interpretive (east-west) dredging axis. The term 'conditional preservation' is used to indicate that tailing piles would remain in perpetuity unless their disturbance is required to fulfill future potential creek restoration activity. Within the restoration area, development activities would be limited to those offering environmental restoration, habitat augmentation, and recreational use. (Note that details of any future creek restoration activity are not available at this time and will require further study, as recommended in the Action Plan at the end of this document.)
4. No designated preservation of tailing piles beyond the permanent and conditional preservation boundaries.

This strategy protects the site's historic significance as it preserves, to a great extent the elements that support interpretation of the Dredge's basic function and characteristics, the scale at which the dredge operated, the environmental impact of the dredging operations, and the accompanying unique surface archaeology, while allowing for the possibility of environmental restoration activity to occur in selected sections of the site in the future.

The portion of the larger landscape that has been developed and illustrated through this master planning process focuses on a smaller area proximate to the Dredge, but the principles of design intent, material language, and circulation apply within any boundary ultimately determined by its stakeholders.



Site Boundary Option A

Preservation of a representative portion of tailings directly adjacent to the access path and pond

Consequences:

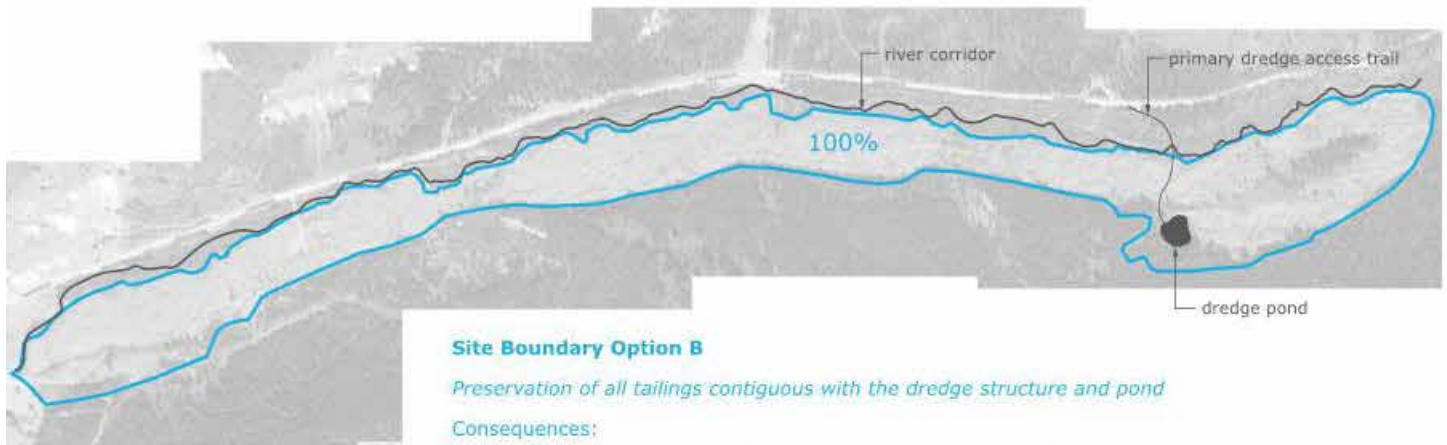
8% of historic landscape would be preserved; 97% of creek would be available for ecological restoration.

A lack of preserved context will inhibit visitors' ability to comprehend the scope of industrial operations;

The balance of the site would be available for a wide range of ecological restoration and passive development scenarios responsive to community demand.

Summary:

This option is not recommended. While it could allow a high degree of ecological restoration and flexibility, this option compromises to a great degree the historic context that makes the site unique and facilitates interpretation of the dredge structure.



Site Boundary Option B

Preservation of all tailings contiguous with the dredge structure and pond

Consequences:

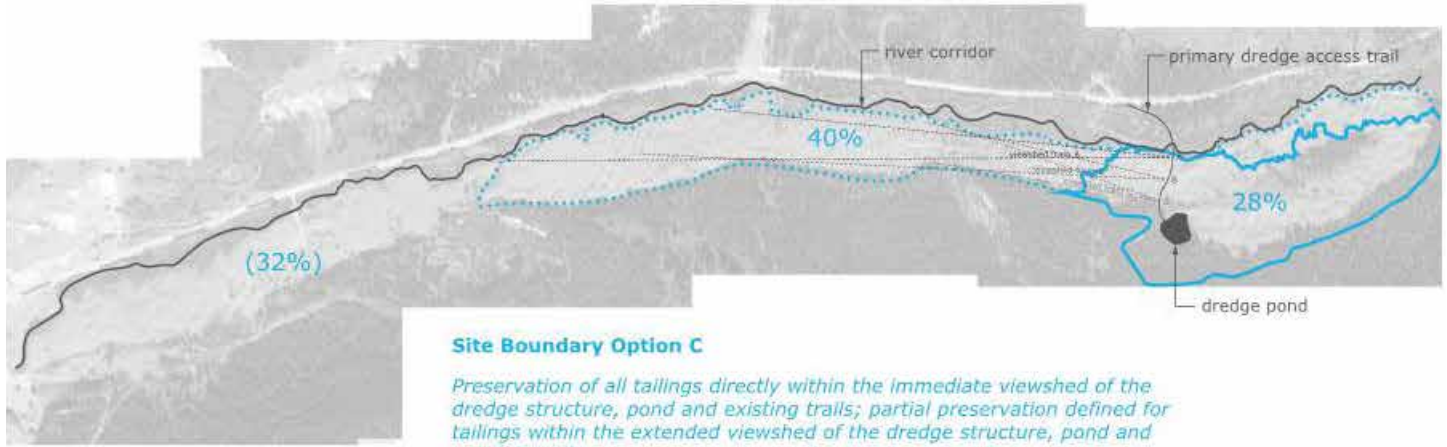
100% of historic landscape would be preserved; 0% of creek would be available for ecological restoration.

Preservation of the entire extent of dredge tailings in perpetuity will eliminate opportunities for ecological restoration goals for the site or other passive uses to be realized.

Summary:

This option is not recommended. While it preserves the full extent of the historic landscape, does not offer flexibility for the site to adjust to ecological conditions that might better support a healthy community.

Analysis of Site Boundary Options



Site Boundary Option C

Preservation of all tailings directly within the immediate viewshed of the dredge structure, pond and existing trails; partial preservation defined for tailings within the extended viewshed of the dredge structure, pond and existing trails

Consequences:

28% of historic landscape would be preserved; 40% of historic landscape would be preserved with the exception of limited negotiated intervention to fulfill on creek restoration objectives; 90% of creek would be available for some degree of ecological restoration (i.e. conservative restoration possibilities adjacent to preserved tailings; full restoration possibilities west of preservation boundaries).

The majority of tailings visible from existing and proposed dredge access paths would be preserved to support interpretation of industrial operations.

The creek corridor would be available for future restoration efforts, the extent of which depends on proximity to the site's primary interpretive activities.

Summary:

This option is recommended. It balances the desire to preserve critical historic and interpretive features of the site while identifying a strategy for integrating possible creek corridor restoration in the future.

Analysis of Site Boundary Options, continued

The historic landscape consists of a dredge structure, its manufactured pond, and a significant extent of tailings. These industrial remnants are tightly bordered to the north by the narrow French Creek corridor. The site is frequently used by the public for its interpretive experiences and for its access to other recreational opportunities of the region. The following observations compiled from design team site visits, outreach participants, and survey respondents capture site conditions to be addressed in its development.

Site access

- Visitors to the area speed along French Gulch Road; this could cause conflict with pedestrian crossing at the Reiling Dredge parking lot
- The Reiling Dredge parking lot is not adequately signed from the road
- The Reiling Dredge parking lot does not accommodate a large volume of cars; overflow visitors park along French Gulch Road

Program and interpretive elements

- Existing interpretive signs may need to be larger to provide comprehensive information
- Interpretive signage does not accommodate many of the stories that have piqued the curiosity of visitors to the site.
- Surface archaeology and the historic structure should be protected

The primary program of the site is access to and interpretation of the Dredge boat, surface archaeology, and tailings. Secondary programs are primarily recreational in nature and include:

- Access to recreational trails
- Hiking
- Mountain biking
- Cross country skiing
- Dog walking

Circulation and directional signage

- Subtle signage is preferred for the site's liminal frontcountry-backcountry location
- Improvement of ADA access could expand visitor base
- Existing circulation to the Dredge pond follows a historic road
- Alternate opportunities (beyond the existing overlooks) for exploring the industrial landscape are limited.

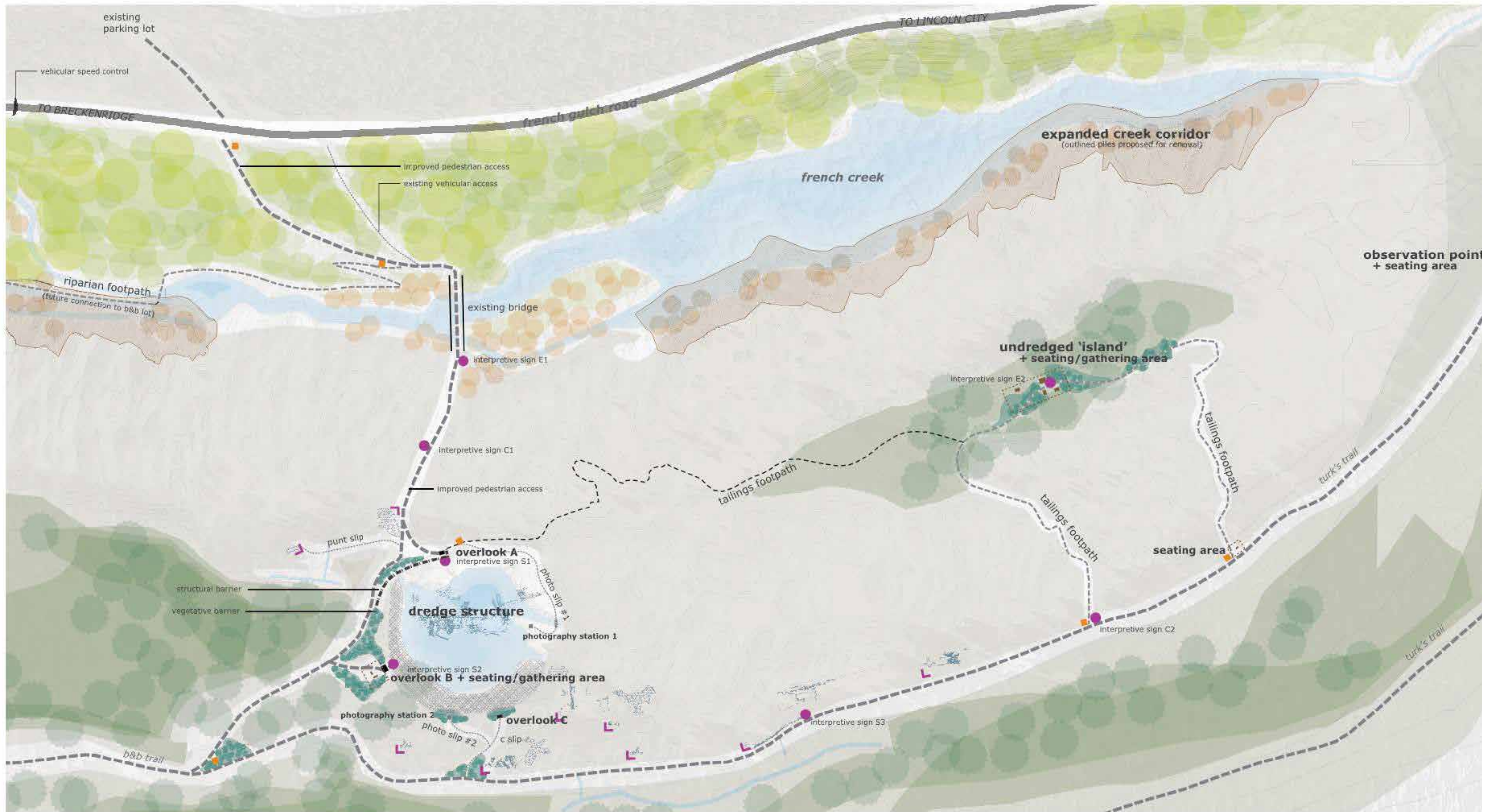
Materials and construction

- Thick barriers and prominent overlook constructions create obstruction to views of the site
- Visitors breach the existing barriers for access to the pond and Dredge structure
- Barriers are utilized as informal seating in some locations
- Path materials are light on the land and appropriate to context
- Simple, rustic construction styles complement character of site
- Cohesive elements could link this site to others in the Golden Horseshoe
- The site lacks seating, trash cans, restrooms and other park-like amenities

The plan for the Reiling Dredge site begins with a vision of French Gulch as a historic 'park' - not a string of historic 'stations' or 'sites', rather, a landscape with cultural and social overlays woven together through incorporation of enriching elements that are both cohesive and catalytic.

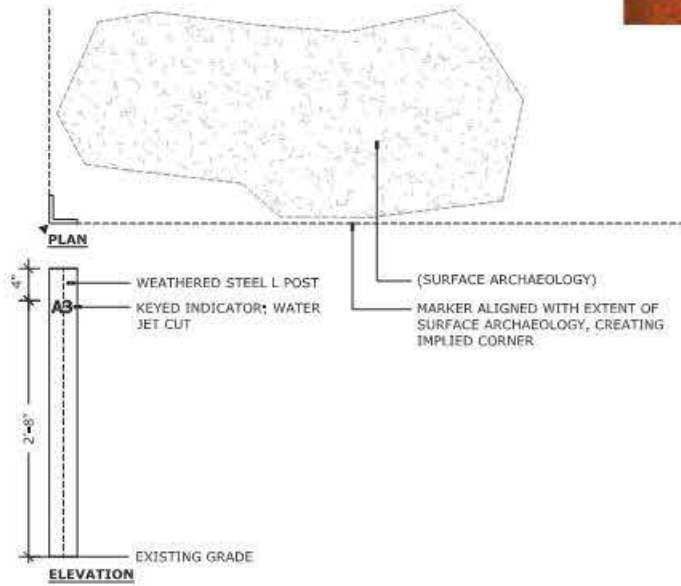
The master plan recognizes that the history of mineral excavation in the region has generated profound disturbance to the landscape around Breckenridge, specifically at the site of the Reiling Dredge, where dredging operations overturned the existing creek bed and adjacent land in its search for wealth. The industrial footprint of the dredge structure, pond and tailings combined with the remnants of support structures illustrate the story of this impact.

The design intent of the plan is to approach interventions to the site with a lightness and subtlety that allows the historic fabric to be read with minimal disruption. Spaces for contemplation, recreation and restoration concealed within the historic site are incorporated without disruption to the interpretive fabric. The primary (north-south) circulation trail and connections follow existing paths, while secondary circulatory loops expand upon this trail, providing subtle opportunities to experience the site from multiple perspectives. Proposed materials and construction methods comprising these paths, as well as overlooks, barriers, seating elements and other amenities echo the historic materials without replicating, allowing them to recede into the setting. Interventions are cohesive and simple, with a layering that allows visitors with varying agendas to be woven together in the fabric of a historic public park spanning the French Gulch.

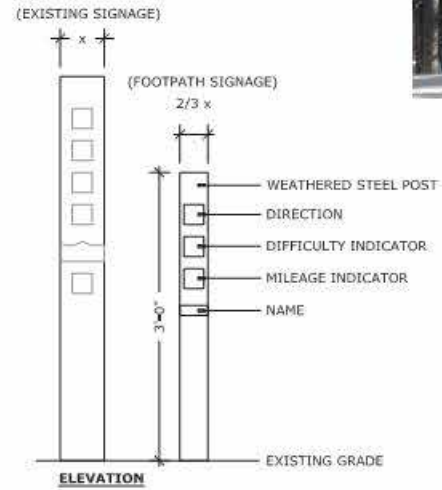


- | | | | |
|-------------------------------|-------------------------------------|---|--------------------------------|
| existing coniferous forest | primary road | proposed vegetative barrier | proposed seating platform area |
| existing deciduous forest | existing and proposed primary trail | proposed stabilization/revegetation area | proposed interpretive signage |
| existing riparian shrub cover | proposed footpath | proposed structural overlook modification | proposed interpretive marker |
| existing waterway/pond | proposed slip trail | photography station | proposed directional signage |
| | proposed structural barrier | | |

scale 0 40 80 north



3 RD SURFACE ARCHAEOLOGY MARKER



2 RD DIRECTIONAL SIGNAGE

Proposed Markers and Signage: Untreated steel weathers to a mellow appearance; solid directional posts call attention to their immediate context, while inverse annotation on the marker frames the landscape beyond.

To enhance authentic experience of the Dredge structure, reconfiguration of the existing overlooks is proposed:

Overlook A, north of the pond, would be slightly reduced in its scale relative to the existing overlook and would be moved to the west to provide an accessible landing.

Overlook B, west of the pond, would be increased in scale relative to the existing overlook and would include a seating area to accommodate larger visitor groups.

Overlook C, south of the pond, would be recessed from the bank of the pond and would be reduced in scale relative to the existing overlook, providing an individual experience removed from the viewshed of the other overlooks.

A few informal photography locations are proposed to provide momentary interpretive experiences.

Removal of large vegetation and incorporation of additional barrier would need to be undertaken to provide access to key views from all overlooks.

Interpretive programming associated with the Dredge should provide insight into the broad theme of the destructive nature of extractive mining attitudes, threaded through various topics:

Contextual:

1. Regional and national significance: How did this site fit into the history of the area and of the Gulch? Why is this site a unique national resource?
2. Economic Impact: What is the historic extent of dredging impacts throughout Breckenridge? What was the historic extent of Reiling Dredge impact? How much gold (volume and value) was extracted by the Dredge here? Provide statistics of Reiling Dredge production related to regional production.

Site-focused:

1. Functional: How did this dredge operate? Why is the structure in a pond and not in a river? Why are operations such as this not employed today?
2. Interpretation of remnants: How did the Reiling Dredge come into existence? What is visible today? Provide photos relating the historic structure to the existing structure/
3. Community and lore: What was life as a dredge miner like? How many men worked on a crew? How much were workers compensated? Was it dangerous to work on a dredge?

Ecological:

1. Existing character: How did dredging impact the course of the creek? Are the tailings toxic? Is the water contaminated?
2. Pre-industrial character: Why did the area look like before it was dredged? Why was the 'island' not dredged? What were the parameters by which the Dredge operated? If no action were taken, how long would it take the area to resemble its pre-industrial character?

In pulling apart the signage system to include components off the Dredge structure loop itself, the site proposes to engage visitors in progressive discovery. Interpretive signage would be located where the context would breathe life into the stories it seeks to reveal.

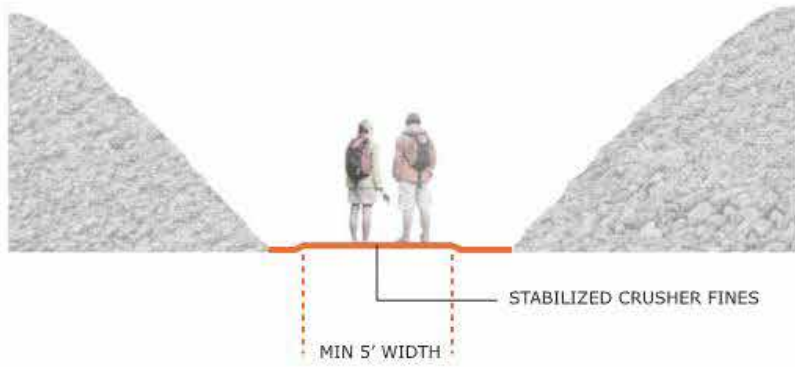
A few seating clusters would be incorporated along the primary trail, to allow visitors space to gather and rest that is not in conflict with recreational use of these routes. Development of additional exploration and relaxation opportunities, separated from the primary historic focus by screening and careful siting, would allow the site to balance the historic program with recreational and ecological objectives.

Circulation through the dredge piles and subtle development of the undredged 'island' would allow visitors to expand their understanding of the historic site, by enhancing their perception of the scale of operations and by offering an opportunity to experience a remnant of the pre-industrial character. The island could also serve as a space where social activities, stretching, resting, etc. would be able to occur physically and visually removed from the sensitive historic elements of the site. It could also accommodate additional opportunities for child-centric interpretive features, such as scale models (of a dredge bucket for example).

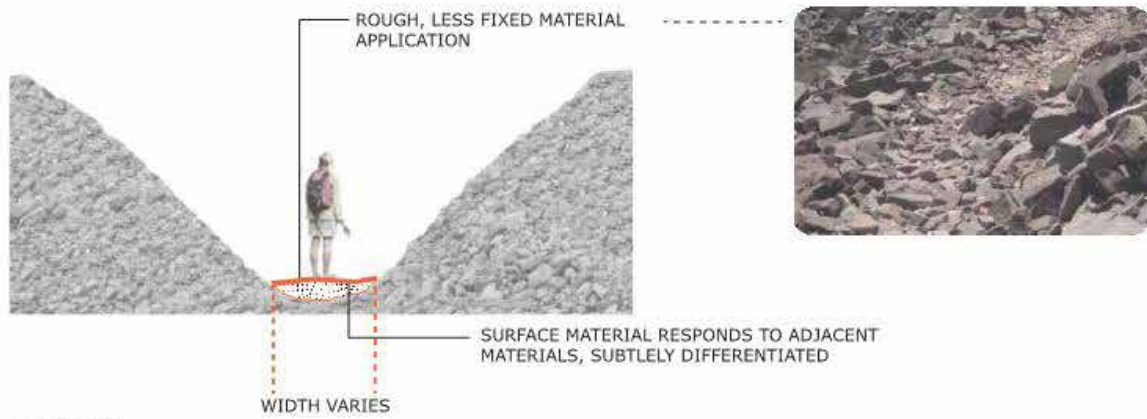
Future removal of selected dredge piles along French Creek and the meandering creek within a portion of the remaining piles would allow the stream corridor and its habitat a more generous footprint and a more gracious slope. These changes would improve the management of spring sediment loads and foster broader colonization of vegetation, which could in turn become a corridor for the passage of wildlife. This corridor could also allow visitors access to a revitalized stream and an alternate connection to existing trails.



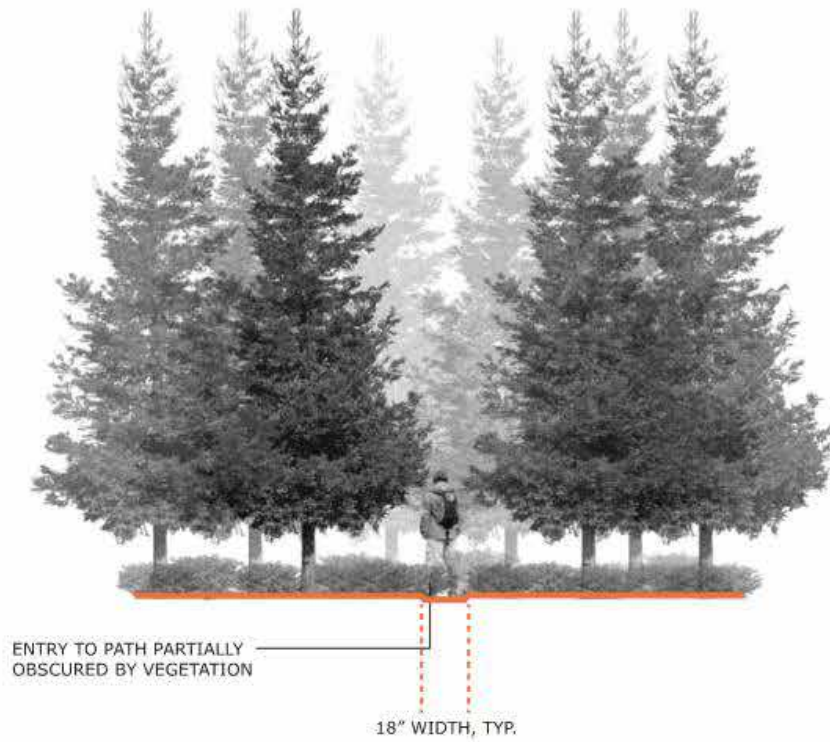
Visualization of Island Observation Area



PRIMARY TRAIL



FOOTPATH



SLIP PATH

Path Typologies

Three types of proposed trails would provide connection within the site and to the existing circulation system of French Gulch. These trails would be differentiated by width and material:

Primary trail indicates a path that would be well connected and readily accessible. The trail should be a minimum of 36" wide, surfaced with a crusher fine material slightly darker in tone than the dredge pile material, and compacted to a surface that is firm and stable.

Footpath indicates a path that would be relatively narrow, that would cross rugged or difficult terrain and would link back to a primary trail. Width and surface of a footpath may vary, but should respond to the slope and character of its adjacent terrain. Signage should indicate that the terrain may be difficult through all or part of the path.

Slip path indicates a short 'in and out' path, which would offer a solitary experience of a key view or interpretive opportunity. This path should be no more than 18" wide, surfaced with crusher fine material slightly darker in tone than the dredge pile material and compacted to a surface that is firm and stable. The slip path should not be signed and should be partially screened with vegetation to foster a sense of discovery.

Signage for primary trails and footpaths should be clearly visible at the trailhead and at major trail connections and should include information on the following:

- length of the trail segment
- surface type
- width
- typical and maximum slopes

The primary trail to the Reiling Dredge structure is proposed to remain in the current location of the Reiling Dredge Trail. The slope of the access path leading from the parking area to the closest edge of the dredge pond could be adjusted to meet ADA access requirements. Regrading and resurfacing would need to be performed, particularly at its juncture with French Gulch Road. The crossing between parking lot and trailhead should be addressed with the incorporation of a speed depression in advance of the parking drive to maintain lower vehicular speeds at this intersection.



Visualization of Tailings Footpath

It is important for the site to be developed in a way that preserves its 'distinctive materials, features, spaces, and spatial relationships' in order to comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Per the rehabilitation guidelines, proposed materials and constructions should be differentiated from, yet compatible with the existing historic fabric. Proposed construction associated with this program should be undertaken such that 'if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.'

Features

The crossing of French Gulch Road from the nearest parking lot into the site should at a minimum be signed to indicate pedestrian activity. Regional signage could be developed to translate the language of the trailhead signage posts to subtle indications of parking, trailheads, and pedestrian activity along vehicular access routes. Development should also consider incorporation of speed calming devices along French Gulch Road.

While their rustic construction reflects the vernacular of the west, existing barriers form a major visual obstruction to the authentic experience of site. Replacement of these barriers by a proposed construction of untreated steel posts and cable would allow the necessary protections to recede from the interpretive experience and visual enjoyment of the site. These structural barriers could be supplemented with and even replaced where reasonable by vegetative barriers.

Resituating and scaling the existing overlooks as proposed in a previous section of this document and applying the barriers described above would enable a hierarchy and variety of experiences without the strong reciprocal visual obstruction that currently encroaches on these features.

Cues

Interpretive signage is currently located on the site in two locations, the first approximately halfway between the bridge and dredge structure, and the second at the northern side of the dredge. The construction of these signs is appropriate in scale and material to the context, and the style of signage should be maintained for regional coherence. The photos are difficult to interpret and may require enlargement for adequate interpretation. Rather than increasing the quantity of signs in a particular location, signs should be enlarged from 10"x12" to 12"x18" as needed to address this issue. Signage should also be offset from the center of the viewing area to allow for fuller views of the subject. In areas providing ADA access, signage should begin 30" above grade. Educating people about the fragility of the site features may deter disturbance; to this end, a message asking people not to disturb historic elements of the site should be included on each proposed interpretive signage element.

Directional signage is currently located on the site at the Reiling Dredge Trailhead and at the Reiling Dredge/B&B/Turk's Trail juncture. This signage consists of square painted metal symbols that are attached to a (approximately 6"x6") wooden signpost. This style should be maintained for regional coherence. At footpaths, this signage should be adapted to a 4"x4" scale to mark connection and its symbology should indicate the potential ruggedness of footpath terrain.

Proposed surface archaeology markers are 'corners' constructed from raw steel, mounted at least 18" from the trail and extending at least 36" in height, with a keyed reference that indicates type of artifact and numbering so that additional information could be sought by a visitor either from a physical map or app system. These references should be cut out of the steel so that the outline of the keyed reference would be apparent. Where a pit artifact poses a safety risk, a framed 1x1 steel grate should be anchored into the ground over the artifact. Where damage to the artifact owing to a lack of visibility is of particular concern, three rows of steel cable, spaced 10" apart, may be added as a deterrent and partially screened with low vegetation.

Amenities

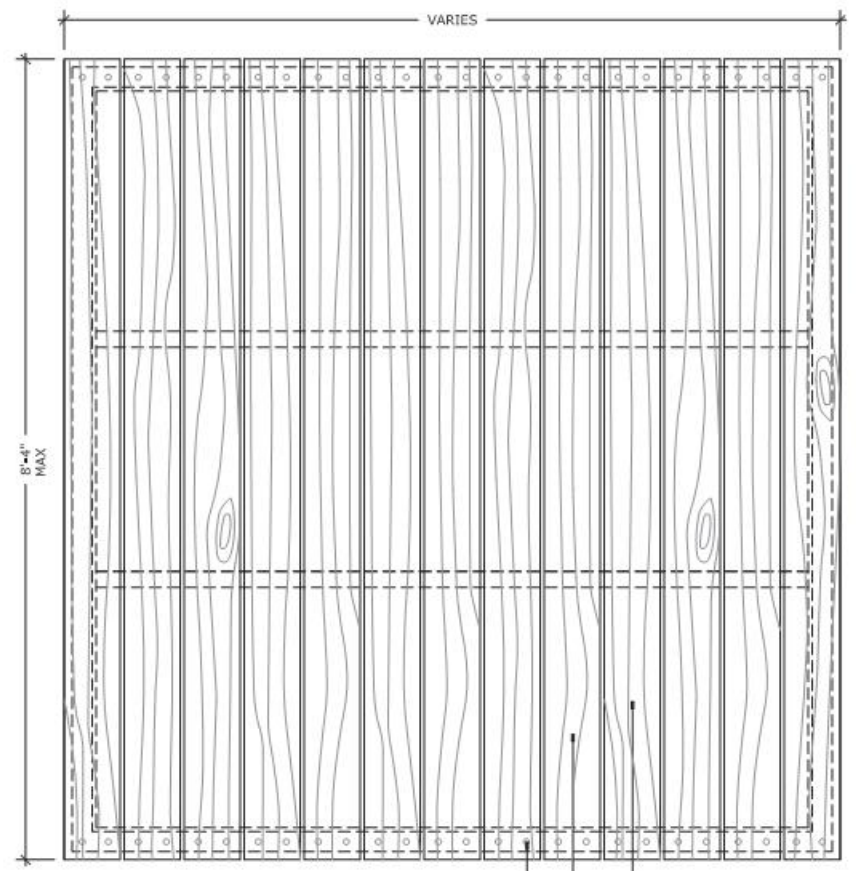
Proposed seating elements are provided in select locations within the frontcountry-backcountry transition zone, which is bordered by French Creek to the north, Turk's trail to the south, the Reiling Dredge Trail to the west and end of the primary extent of dredge tailings to the East. Seating elements incorporated into the undredged island would be simple platforms, roughly 4'x6' in surface area, to accommodate seating, reclining, picnicking, etc. A canopy element could be added to these elements as desired, to provide protection from inclement weather. Where seating elements are proposed along a primary trail, these elements should be reduced in scale from 4'x6' to 2'x4'. All seating is to be constructed from thick timbers, with minimal untreated steel support structure below. The wood should be finished in a grayed hue, contrasting with the timbers of the dredge structure in order to differentiate their origin.

Resource intensive elements conflict with the frontcountry-backcountry transitional nature of the site. Therefore, restrooms and trash cans are not recommended for the site; management and advertising of the area should enforce a pack-it-out policy. If a doggy pot is deemed necessary, this amenity should be located in the parking area, where it is convenient for both visitors and maintenance crew.

Vegetation

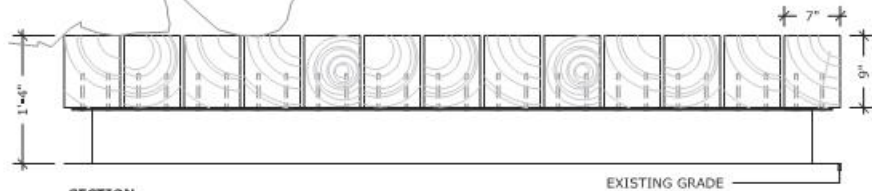
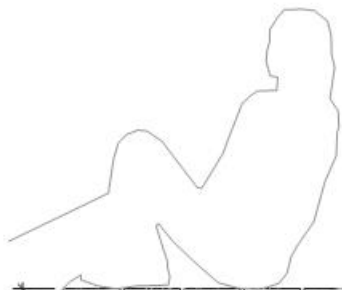
Planting should be added only in select locations to support a need for screening, stabilization, or barrier. Plants employed should be native, should respond to the character of the site, and could be expected to include conifers, aspen, juniper, willow, various deciduous shrubs, and grasses. Proposed vegetation is to be integrated only into parts of the site not occupied by surface archaeology; carefully located planting is intended to protect these sensitive site features, not compete with them.

At the overlooks situated around the dredge pond, existing vegetation should be thinned as needed to allow visual and photographic access to the structure. In the interpretive area within the undredged island, existing vegetation should be thinned and composed to provide space for circulation within the existing forest but maintained in locations that provide screening from primary trails.



PLAN

- RECLAIMED TIMBER
- WEATHERED STEEL FRAME BELOW
- CARRIAGE BOLT, TYP.



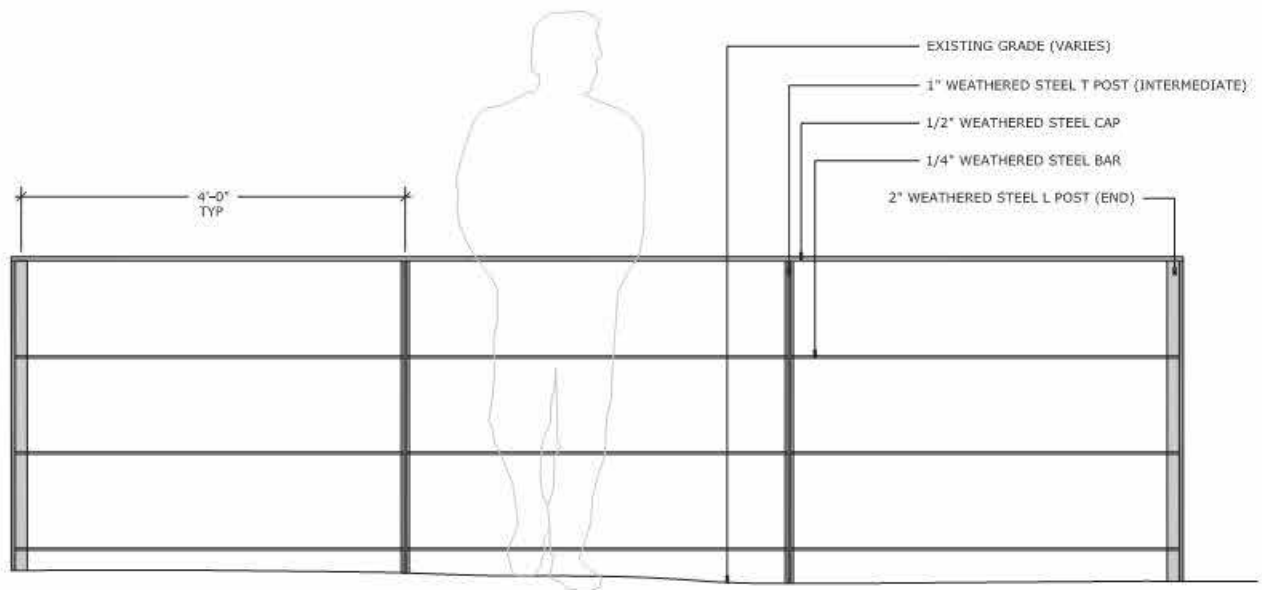
SECTION

EXISTING GRADE



TIMBER SEATING PLATFORM

Proposed Seating Platform: A greyed finish distinguishes the seating platform from the beams of the historic dredge structure



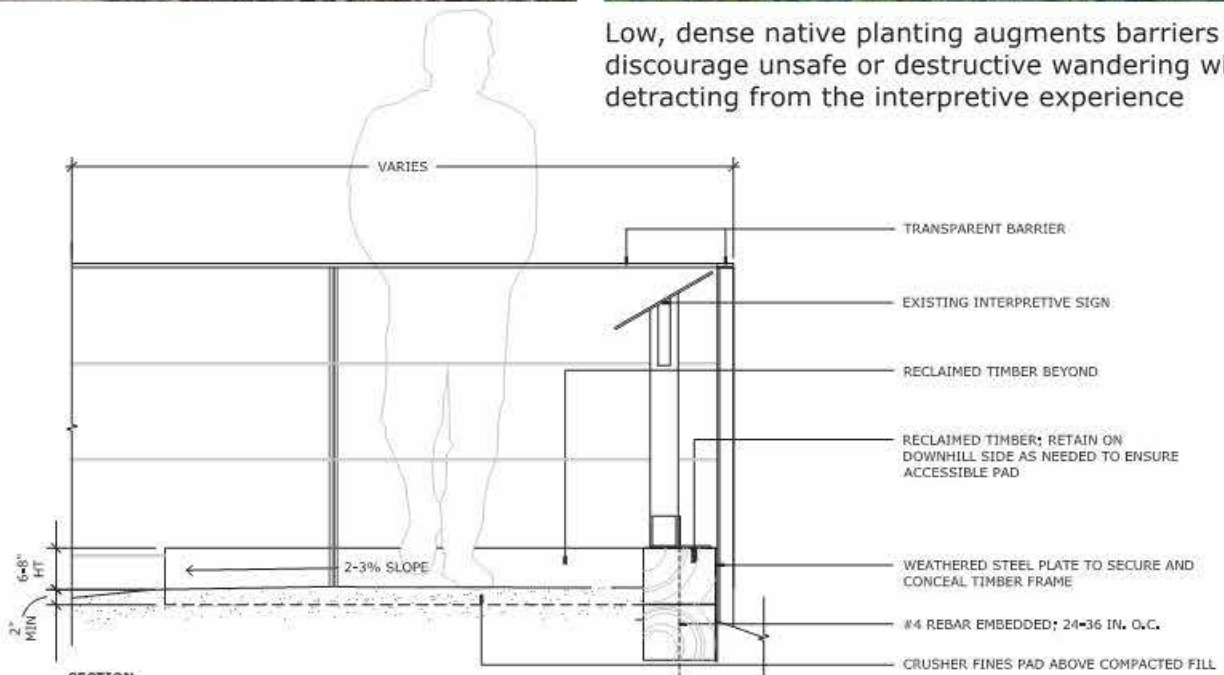
ELEVATION



TRANSPARENT BARRIER



Low, dense native planting augments barriers to discourage unsafe or destructive wandering without detracting from the interpretive experience



SECTION



OVERLOOK

Proposed Barrier and Overlook: Thinner barriers maximize the interpretive experience

This master plan document integrates existing information and community feedback to provide development recommendations and design guidelines for the Reiling Dredge site. The following actions are recommended 'next steps' in the process.

1. Acquisition of additional survey information for the historic site to supplement the Western Mapping 'Topographic and Planimetric Map' from 2008.
2. Research, including EPA consultation, into any potential environmental health concerns related to the restoration of the stream.
3. Preparation of stream morphology studies and a stream restoration master plan pending response to Action Item #2.
4. Structural study of the bank around the dredge to determine stabilization requirements
5. Research, including EPA consultation, into any potential environmental health concerns related to the provision of circulation through the tailing piles.
6. Pursuit of historic designation.
7. Structural preservation of the dredge structure and pond bank.
8. Assessment of public support for / prioritization of master plan elements (such as restoration of the creek corridor and rovision of additional recreational amenities within the undredged 'island'.
9. Detailed design to more precisely locate/price/phase future trail locations and other elements of the master plan supported in Action Item #8.
10. Explore opportunities for smartphone-driven tours to enhance the interpretive experience of the site.



Visualizations of a Revitalized Creek Corridor

7



POTENTIAL NATIONAL REGISTER NOMINATION

As part of the long-term preservation strategy for the dredge and the dredge site, a National Register nomination is being considered. The Office of Archaeology and Historic Preservation has indicated that the dredge may be nationally significant and that the National Park Service should be engaged in a formal conversation regarding National Historic Landmark status, given the unique nature of the dredge and the extent of intact context surrounding the dredge.

The boundaries for a potential nomination have been a source of much discussion. The site was acquired with plans not only for preservation of the dredge but also for stream restoration and public recreation.

Three basic options for a National Register boundary have been identified:

OPTION 01: LIMITED SITE AREA

This nomination boundary includes only the dredge and pond and the immediate site around the pond. The nomination would include a limited number of dredge piles to provide some site context.

Considerations:

This boundary may limit the area subject to section 106 review which would potentially allow more flexibility toward stream restoration. In addition, this boundary may allow for extraction of a number of the dredge piles for use as gravel or aggregate. However, the area of potential effect for this undertaking may be considered to be the entire site, and as such the whole area would still be subject to Section 106 review.

This option may compromise the dredge site and result in loss of historic context. Given the unique nature of the dredge piles, it is desirable to retain them for context and to demonstrate the environmental impact of dredging activities.

OPTION 02: RETAIN VIEWSHED AND SOME SITE CONTEXT

This boundary includes the area identified in option 01 as well as the dredge piles to the east, following the loop where the dredge turned around, and approximately 500 feet to the west to retain the viewshed from the dredge as well as the historic character of the site.

Considerations:

This boundary would allow for retention of the viewshed from the dredge. The trail to the dredge would provide site context and demonstrate the dredging activities. Consultation with the National Park Service should occur to determine if this boundary would be adequate to maintain eligibility for National Historic Landmark status. Attaining national landmark status could increase heritage tourism in the area and would bring greater awareness and recognition of the site.

OPTION 03: RETAIN DREDGE, DREDGE POND, AND ALL TAILINGS PILES

This option, which has been proposed by the Office of Archaeology and Historic Preservation includes a broader site context than options 01 and 02. This boundary would maximize the potential for a national landmark designation and may pave the way for the entire valley to become a historic district.

Considerations:

This boundary has the highest likelihood of attaining National Historic Landmark designation for the site, greater attention to the dredge from a preservation perspective, and recognition of the importance of the larger context of the site.

This boundary includes a larger site area and therefore, ensures that a greater area would be subject to Section 106 and other review processes. These review processes may result in limited ability to complete stream restoration and recreational activity improvements. In addition, the extraction of the dredge piles for use as gravel or aggregate would likely be unacceptable, as that would compromise the site context.

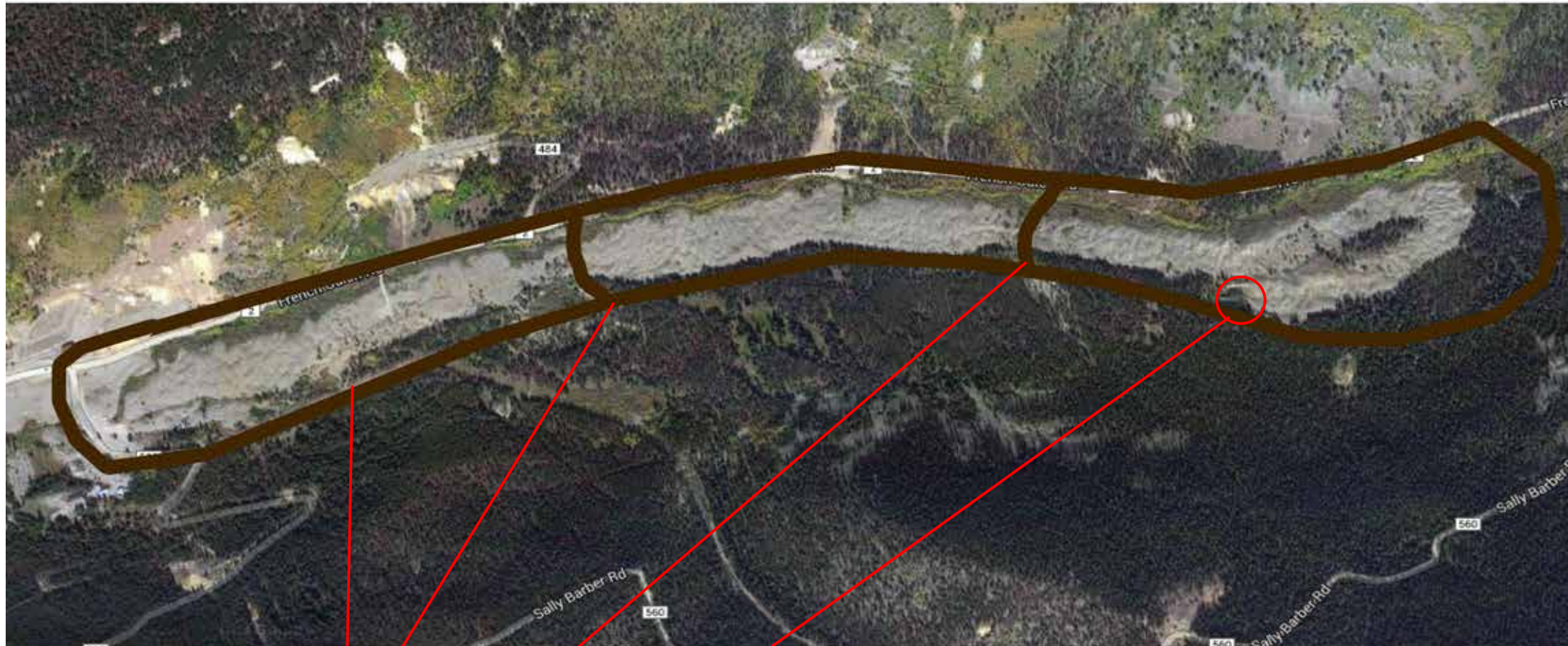
It is important to note that as the dredge has already been deemed eligible for National Register listing, any work on the site which includes federal funding is Subject to Section 106 consultation.

RECOMMENDATIONS:

In the interest of establishing a balance between preservation of the dredge, recreational activities, and future stream restoration, Option 02 or a derivative thereof is the best strategy. In the spirit of the property acquisition, these three interests must be balanced. At this time, the degree to which National Historic Landmark status would be compromised by excluding the western-most dredge piles from the nomination is unknown. Interpretation of the site area would work well with recreational use goals for the site and could work with a stream restoration project. A site boundary of this nature would also allow some of the tailing piles to be sold for use as gravel or aggregate, potentially producing income which could be used to fund other activities on the site.

Work should begin on a National Register Nomination. This work should be completed in coordination with the National Park Service. As this process proceeds, an eventual goal of applying for and attaining National Historic Landmark status should be considered.

REILING DREDGE - AERIAL PHOTO



OAHP Recommended Boundary

Alternate Boundary

Minimum Boundary

Immediate Dredge Site

NATIONAL REGISTER BOUNDARY CONSIDERATIONS:

- SIGNIFICANCE OF RESOURCE
- INTEGRITY OF RESOURCE
- AUTHENTICITY OF CONTEXT
- VIEWSHED
- HERITAGE TOURISM POTENTIAL
- NATIONAL HISTORIC LANDMARK ELIGIBILITY
- USE OF SITE
- GRAVEL EXTRACTION POTENTIAL
- BALANCE OF STREAM RESTORATION, RECREATION, AND HERITAGE TOURISM
- CONTEXT OF ENTIRE VALLEY

SITE CONTEXT
SlatesPaul | Bluegreen | Anthony and Associates

COMMUNITY OUTREACH
 Reiling Dredge Preservation Master Plan
November 21, 2017

8



SUMMARY

[EXECUTIVE SUMMARY](#)

The Reiling Dredge is a unique historic resource. The Dredge and the site have already been identified as eligible for listing on the National Register of Historic Places and may be eligible for National Historic Landmark status. The site is relatively accessible and with upgrades and some re-configuration can be improved in such a manner that will allow additional visitors to access the site. Interpretation of site features and the Dredge itself are important to providing a full understanding of site's history.

Some preservation work will be required if the Dredge is to be retained. If no work is completed, the Dredge will continue to decay, eventually being reclaimed by nature. Varying levels of intervention are possible; these have various implications in terms of visual impact, cost, and effectiveness.

9



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10



APPENDIX

Event Summaries

Boards Presented at Public Outreach Meetings

Online Survey Comments

Drawings and Documentation of Current Condition of Dredge

National Register Boundary Information



Public Outreach Summary No. 01

DATE: August 14, 2013
PROJECT: Reiling Gold Dredge Preservation Master Plan
JOB NO.: 11333.000
PRESENT: Refer to Attached Sign-in Sheet
SUBJECT: Public Outreach Event Summary

On Wednesday, August 14, 2013 a public outreach event was held to discuss the history of and preservation strategies for the Reiling Gold Dredge. The first part of the event included a site visit and short hike to experience the Dredge and related artifacts in situ. As part of the hike, Bill Fountain and Rick Hague presented the history and function of the Reiling Dredge as well as an overall history of area mining history. The second part of the event was a public open house, held at the Breckenridge Town Hall. The goal of the project team was to engage in an open dialogue regarding the main goals of the project.

1. Goals for the project include:
 - a. Establish a strategy for preservation and stabilization of the Dredge.
 - b. Establish a strategy for preservation of the unique cultural landscape associated with the Dredge.
 - c. Establish a strategy to tell the story of the Dredge.
 - d. Balance protection of the site with ecological concerns

2. How close should people be able to get to the Dredge?
 - a. View interruptions should be avoided as much as possible, particularly from the viewing platforms. The Dredge is a site which many people desire to photograph; eliminating view interruptions will discourage people from trying to get closer to obtain a better photograph.
 - b. Removing a few trees may be acceptable if that will promote visitor safety by discouraging people from leaving the path to obtain a better view of the Dredge. However, removal of trees should be balanced with the desire to view the Dredge in a natural setting.
 - c. Creating barriers is likely to be one of the biggest challenges to interpretation of the site. The barriers need to keep people away from the artifacts (including the Dredge) while retaining the natural landscape. At other sites, education and signage has proved effective at keeping people at a distance.
 - d. Public safety needs to be considered. The pond has mercury contamination; people should be aware of this to protect themselves and their domestic animals that may be on the trail with them. The water surrounding the dredge creates a "moat" which will help to protect the dredge.
 - e. The embankments around the dredge pond may be unstable in areas. Stabilization would be desired if the trail were closer to the top of the embankments.
 - f. The existing barriers are relatively temporary. When they were constructed, it was anticipated that they would be replaced eventually.

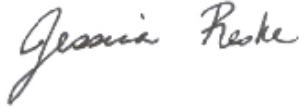
3. How should the site be interpreted?
 - a. Opportunities should be taken to provide a variety of views of the Dredge, each with interpretive signage.
 - b. Plaques at the various viewing platforms may include historic photographs or drawings to better explain the context and ruins of the Dredge.
 - c. The surface archaeology around the Dredge should also be interpreted with signage or markers to call attention to various features. However, care should be taken to keep people away from the site features to avoid trampling them or otherwise disturbing them. The ruins of the

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- boardinghouse, repair shop, kitchen, boat, and support system for the dredge operations are of particular interest for interpretation.
- d. Attracting multi-generational families to the Dredge is desired and reasonable. Hands-on interpretative stations would likely attract young children to the site. These stations could provide working small-scale replicas of sections of the Dredge to illustrate the mechanics of the equipment.
 - e. A circular path around the pond with 3-6 interpretive stations is reasonable.
 - f. A picnic area would be desirable - this would provide an area for people to assemble for guided hikes and would encourage visitors to the trail to stay for lunch or socialization. This picnic area could be located in close proximity to the parking lot or an observation platform.
 - g. Informal seating areas may be desired to allow people to linger at the site and to provide places for breaks along a guided hike.
 - h. The necessity and feasibility of facilities such as restrooms and trash receptacles should be considered.
 - i. Questions such as "Why is the dredge the way it is?" and "What can you tell me about the dredge?" should be answered in the interpretation of the site.
 - j. Signage regarding past, present, and future mining operations could be effective in explaining how the dredge operated, what is currently visible today, and why operations such as this are not employed.
4. How does / could the Dredge site be tied in to the larger context of mining in the French Gulch area?
 - a. The entire area could be established as a historic park which would tie together the various mine sites and ruins.
 - b. A visitor center could be established at the entrance to the valley with digital images / computer simulations of the mining operations in the area.
 - c. The existing Breckenridge Welcome Center and Heritage Alliance Office could provide information pertaining to the mining history with maps for self-guided hikes in the area. This information could include information about the environment and ecosystem of the area as well as the history of mining operations.
 - d. A bus tour was offered in the past. This was not particularly successful; the Reiling Dredge and Lincoln City were the most popular stops on the tour.
 - e. Some local resistance from the Wellington neighborhood has been encountered when interpretation of the gulch has been discussed publicly in the past. Locals consider the Gulch a "private" recreational area which doesn't see a lot of tourists.
 5. What are the pros and cons of existing site access? What would be desired for future site access?
 - a. ADA Access: ADA Access is desirable. Given the gentle slope to the lower viewing platform, ADA access is likely feasible at least to this platform. If the path is not officially ADA accessible, easy access to the lower platform is desired to support visits from multi-generational groups.
 - b. The size of the parking lot is reasonable for the trail. However, higher visibility for both the parking lot and trailhead along the road is desired. It is likely cost prohibitive to increase the parking area or relocate it to the Dredge trail side of the road.
 - c. Stair or ramp access to a boardwalk across the top of the Dredge piles may add interest to the hike. Alternatively, a stone path across the dredge piles would be attractive. If that strategy were employed, railings along the path may be necessary.
 - d. Currently, time spent at the site is estimated to be between 30 minutes and one hour. If the site were interpreted further, this time would likely increase.
 6. What is the significance of the Reiling Dredge?
 - a. The Reiling Dredge is a unique Dredge in Colorado. There is one other extant dredge in Colorado, which is completely different in both character and setting.
 - b. The dredge piles, local economic history, and story of mining in the area all work together to tell the story of the dredging operations.
 - c. The ingenuity of the technology is unique. The structure shows dedication and motivation to complete the task of extracting gold from the area.
 - d. The only other comparable examples of dredges are in Alaska and Canada. The Reiling Dredge is much more accessible and remains in a more authentic context than the other dredges. At the dredge in Alaska, the housing has been reconstructed.
 - e. The Reiling Dredge may be eligible not only for listing on the National Register of Historic Places, but also for eventual listing as a National Landmark. The boundaries of the area for designation will need to be established as the dredge piles and surface archaeology are related to the Dredge and considered significant. The impact of the Dredge should remain evident, and the dredge

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Breckenridge Heritage Alliance
State Historical Fund
Project Team

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REILING DREDGE PUBLIC OUTREACH
8/14/2013

GUIDED HIKE PARTICIPANTS (* ATTENDED BOTH HIKE AND OPEN HOUSE)

Sandie Mather	BHA/SHS		
Roger and Alice Thweatt		thweattra@yahoo.com	
Sybil Turner		sybil@peteturne.net	
Beth and Neil Groundwater		beth07@bethgroundwater.com	547.1320
Karen Turner		kturner045@yahoo.com	453.2040
Alex Turner		apturner007@gmail.com	453.2040
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Anne McCleave*	State Historical Fund	anne.mccleave@state.co.us	
Joseph Martin		jm2255@gmail.com	
Stan Horvath		blueriver3_2000@yahoo.com	
Brian Larch	Summit County	brianl@co.summit.co.us	
Katie x*	Summit County		
Barbara Swider		baswider@yahoo.com	970.453.7742
Peter Grosshuesch*	Town of Breckenridge	peterg@breckgov.com	970.453.3162
Bill Moody			
Chuck Calderini	BHA	breckchunck@gmail.com	453.8446
Kneale Brownson*	BHA	knealeb@breckheritage.com	231.360.7831
Bill Fountain	(tour guide)	bigobill@aol.com	303.888.8426
Zach Elder	Kids Inc	zaelder@comcast.net	303.617.3541
Cindy Hintgen	BHA	cindyh@breckheritage.com	970.453.976x
Rick Hague	(tour guide)	rehague@aol.com	970.547.9262

OPEN HOUSE PARTICIPANTS (NIC HIKE PARTICIPANTS)

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Mark Trudy	Town of Breckenridge	markt@townofbreckenridge.com	
Heather Peterson	Office of Archaeology and Preservation, History Colorado	heather.peterson@state.co.us	303.866.4684
Leigh Girvin		leighgirvin@hotmail.com	970.453.8319
Maureen Nichols	SHS	maureensloann@gmail.com	453.2392

PRESERVATION MASTER PLAN

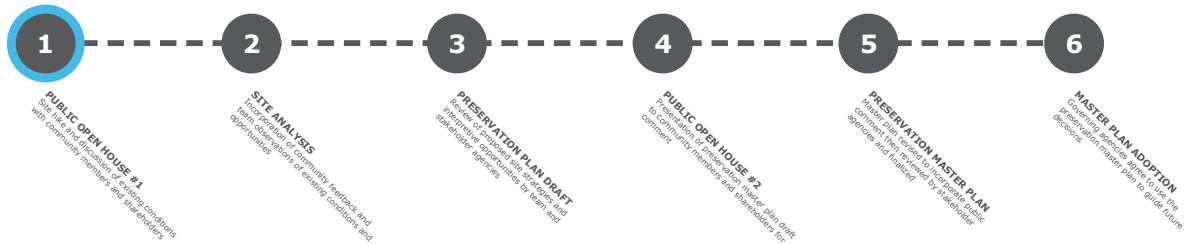
A Preservation Master Plan is a graphic framework for **preserving, protecting and interpreting the significant qualities** of a site. This plan offers themes, strategies and design recommendations to lend **vision and consistency** to future development efforts.

"The Reiling stands in its original context and possesses a special character defined by its environmental setting, architecture, economy, traditions, and most importantly, its history."

-Stewart Architecture

The preservation master plan for the dredge and the surrounding landscape will consider riparian restoration goals, recreational uses, educational and interpretive approaches, heritage tourism goals, and environmental impacts. The master plan will determine how best to preserve both the Reiling Dredge structure and the cultural landscape surrounding it while balancing the other uses and goals for the area.

PROCESS



PURPOSE

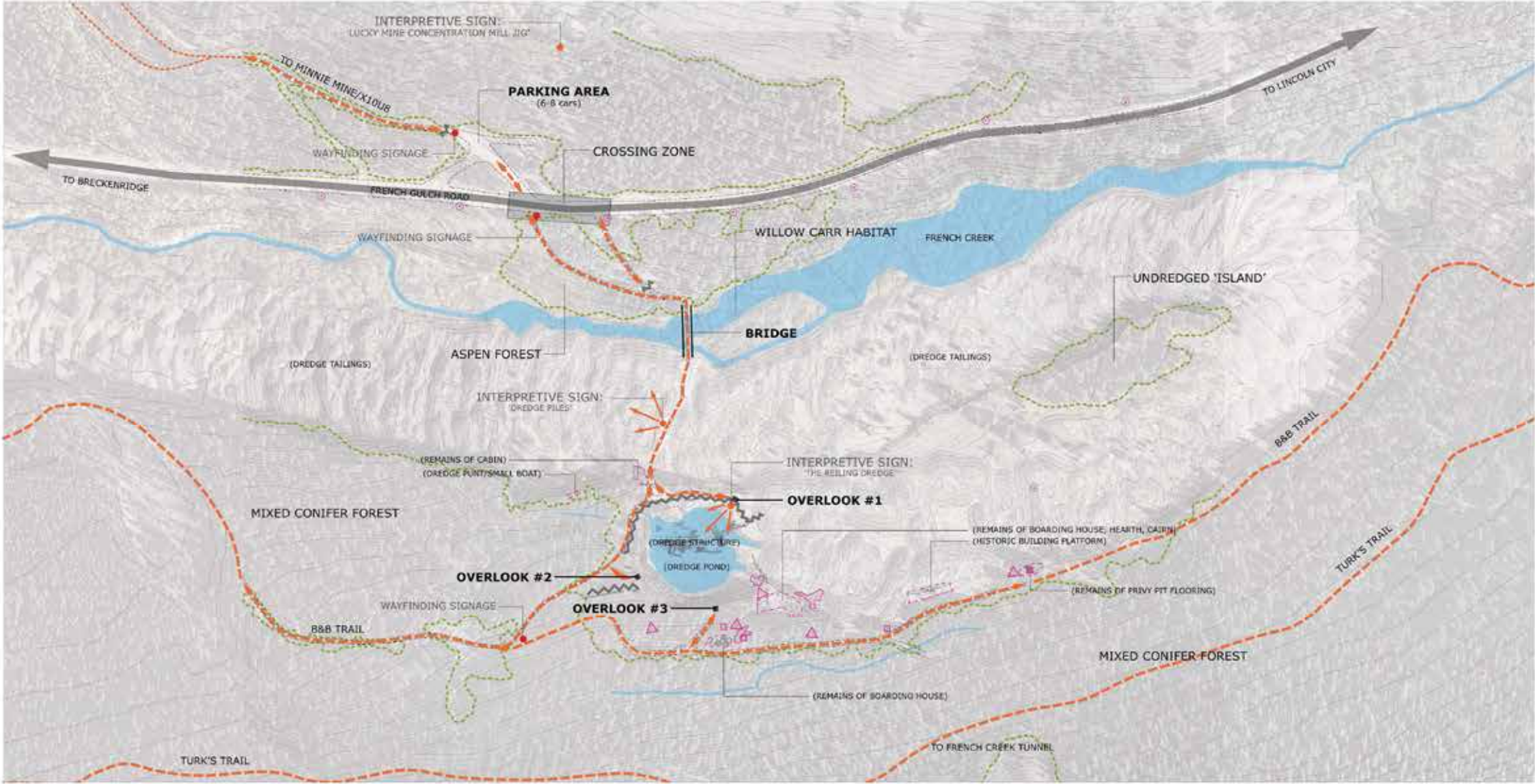
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COMMUNITY OUTREACH

Reiling Dredge Preservation Master Plan

August 14, 2013

REILING DREDGE EXISTING CONDITIONS



SITE PLAN

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 Reiling Dredge Preservation Master Plan
 August 14, 2013

REILING DREDGE - HISTORICAL TIME LINE



TIMELINE

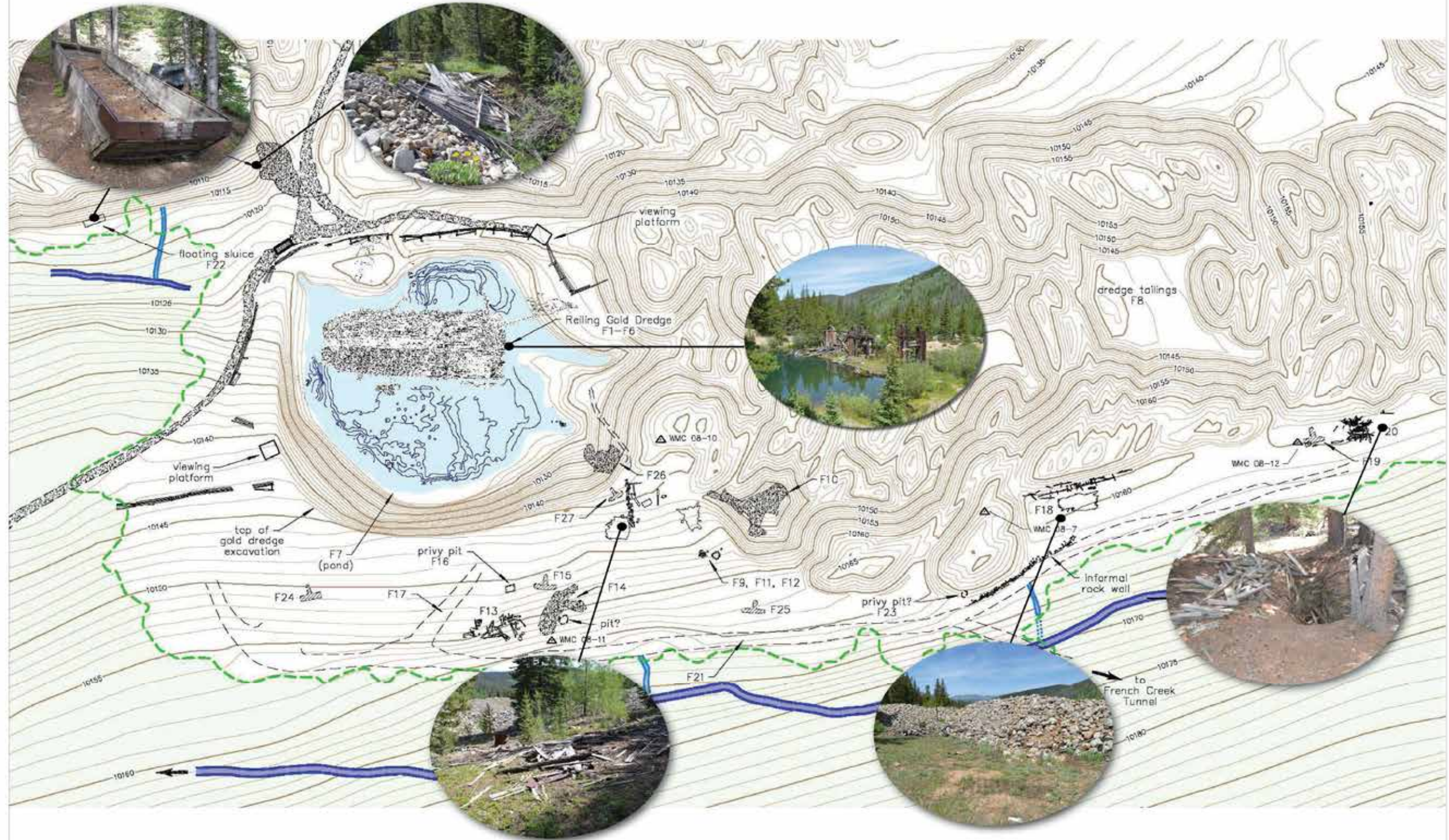
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Reiling Dredge Preservation Master Plan

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AUGUST 14, 2013

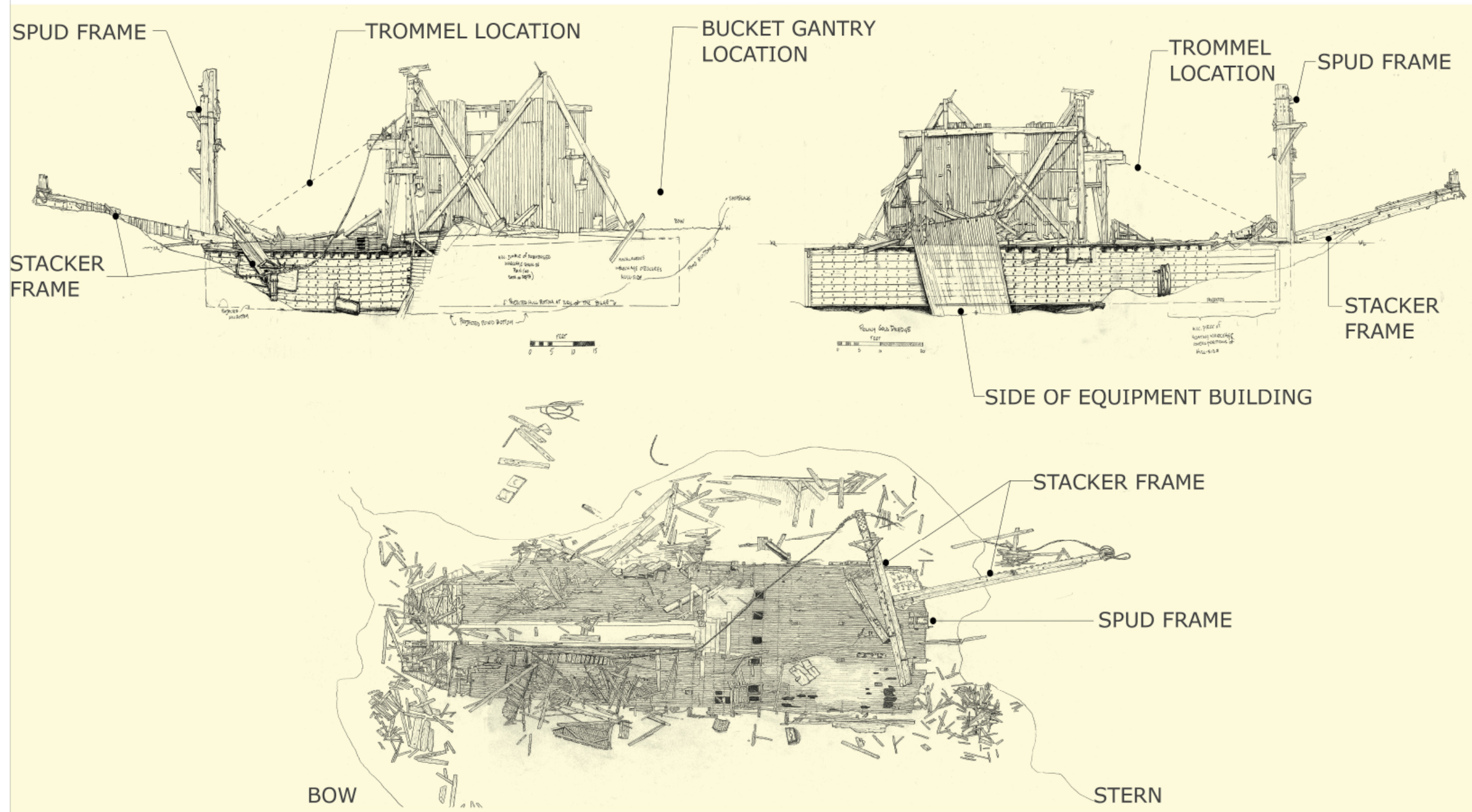
REILING DREDGE - SURFACE ARCHAEOLOGY



TOPOGRAPHICAL MAP

COMMUNITY OUTREACH
 Reiling Dredge Preservation Master Plan

REILING DREDGE EXISTING CONDITIONS



PLAN & ELEVATIONS

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Reiling Dredge Preservation Master Plan
August 14, 2013

REILING DREDGE - AERIAL PHOTO



SITE CONTEXT

COMMUNITY OUTREACH
Reiling Dredge Preservation Master Plan



Public Outreach Summary No. 02

DATE: November 21, 2013
PROJECT: Reiling Gold Dredge Preservation Master Plan
JOB NO.: 11333.000
PRESENT: Refer to Attached Sign-in Sheet
SUBJECT: Public Outreach Event Summary

On Thursday, November 21, 2013 a public outreach event was held to discuss preservation and interpretation strategies for the Reiling Gold Dredge and its site. The goal of the project team was to engage the public in an open dialogue regarding the project and to collect opinions and information pertaining to the various preservation and interpretation strategies and options. The following represents discussions and opinions shared at the Open House event:

1. Why this dredge?
 - a. The context of the Reiling Dredge is authentic, with extant dredge piles and pond.
 - b. The hull of the Reiling Dredge is intact and significant elements of the dredge's superstructure are present and standing.
 - c. The History Colorado Office of Archaeology and Historic Preservation has indicated that the Reiling Dredge may be the most intact dredge site in the continental United States
 - d. The relatively accessible location of the Dredge allows for a unique opportunity for interpretation in the United States.
2. National Register Boundaries:
 - a. What is the value of the dredge piles? Both the historic value and the current monetary value should be identified and considered.
 - b. What extent of the piles would it take to tell the story of the Dredge?
 - c. What extent of the site would need to be nominated for the site to be considered for National Landmark status?
 - d. If too small of an area is included in the nomination, it may limit National Landmark eligibility.
 - e. National Landmark status would be desirable due to the anticipated increase in heritage tourism.
 - f. Limiting the boundaries to closer to the pond itself may provide more opportunity for stream restoration.
 - g. The ambitions behind designation of the site should be examined as this could lead to identification of the appropriate boundary.
 - h. Perhaps designate a limited area and see what feedback is received from the National Register committee. At that time, determine if a limited area would still be eligible for listing as a National Landmark.
3. Implications of National Register / National Landmark listing:
 - a. There is concern that a local/state/national designation might put unnecessary burden on what can be achieved at the Dredge site in the future.
 - b. Restrictions would come from local listing or from funding sources, not from a National Register Designation.
 - c. Review processes would already be triggered by the site's eligibility as a National Register property even if it is never listed.
 - d. Listing on the National Register does not necessarily protect the property.
 - e. A conservative boundary would maintain future options for the site and should be well-represented among the site boundary options, just as the "do nothing" approach was represented among the options for the

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- Dredge itself. If we “over-reach” on the site boundaries, doors may be closed for future stream and habitat restoration.
- f. A larger area could be designated to better position for National Landmark eligibility. If / when the stream restoration is undertaken, a review would be required which may result in mitigation strategies before stream restoration work could commence. That does not necessarily mean that stream restoration would not be allowed, it would just be subject to review.
 - g. View sheds should be considered in establishing a National Register nomination boundary.
4. What is the best treatment strategy for the Dredge itself?
- a. The strongest public interest appears to be a hybrid of Option 2 and Option 3 (refer to attached board for details of each treatment option).
 - b. If restoration is not achieved at least to Option 3, there won't be anything to look at.
 - c. The feasibility of raising the water level in the pond is unknown at this time. This will need to be determined if Option 2 is to be executed.
 - d. If partial reconstruction is undertaken, the amount to reconstruct without going overboard needs to be determined. Reconstructed sections of the Dredge need to look original or at least complement the historic character of the Dredge.
 - e. A dollar amount (or an approximate dollar amount) needs to be identified for each option.
 - f. The community discussion has ranged from “let it rot” to stabilization to restoration within reason. Approximately 25% seem to have a “let it go” opinion; approximately 75% would like to see the Dredge stabilized or partially restored.
 - g. Stabilization of the Dredge following the Secretary of the Interior’s Standards would be appropriate. In order to stabilize the Dredge, partial reconstruction of key structural elements may be required.
 - h. An understanding of the appearance of the Dredge will be required before a decision can be made regarding which option is preferable.
 - i. Preservation of the Dredge structure and the “essence” of the piles is preferable over restoration.
5. Site interpretation:
- a. Less is more – avoid installing too many signs and site features.
 - b. Phone apps may be effective tools for site interpretation. A phone app would be preferable to extensive signage or an electronic tour system.
 - c. The history of mining and hydrology is of interest and should be shared as part of the site interpretation.
 - d. At least some dredge piles should be retained for context.
 - e. The negative impact of the Dredge’s operation in the valley should be interpreted – one opinion is to preserve the Dredge and its dredge piles in order to learn from tangible history, another opinion is that the dredge’s destruction should be documented and fixed in order to provide an example of how to fix previous mistakes.
 - f. Multi-generational use of the site should be anticipated.
 - g. Lighter barriers between the trail and the dredge pond are good. More rails may be desirable toward the bottom of the barrier to protect small children.
 - h. Signage will not be effective in stopping trespassing on the dredge site; beefier barriers may be required.
 - i. “What you can see from the Dredge is bad enough that it should be preserved for enlightenment.”
 - j. Tell the story of the Dredge and the lives of the miners. Relate the story to the history of Breckenridge.
6. What are potential funding sources for future work on the Dredge and surrounding site?
- a. There is concern about public expenditure for this project. Greater support for efforts on the site may be realized if private funds or grant funds are used.
 - b. Grant opportunities are available including the State Historical Fund
 - c. Cash match will be required for most grants.
 - d. Some grant funding is dependent on the historic status of the site (local, state, or national registration).
 - e. Some funding sources, such as the State Historical Fund would require a covenant or easement on the property depending on the amount of grant funding given to the project. The full implications of this would need to be understood, especially in regard to the potential for future stream restoration.
7. Community Education
- a. Some community members who have expressed opinions may not fully realize the historic significance of the Dredge and its site.
 - b. An online opportunity to download the presentation boards and give feedback is desired.

- c. Options for the site and the Dredge should be shared with the community in order to aid in understanding the process and the potential future of the site.
 - d. A newspaper article sharing the process to date, history of the Dredge, and potential future of the site would be helpful.
 - e. The master plan should be made available for public comment.
 - f. A forum for anonymous comments would be desired – the online opportunity for comment required creation of an account and log-in.
 - g. Funding options for future work at the site should be shared with the public.
 - h. Implications of a National Register or National Landmark status should be shared with the public.
 - i. Pond contamination should be addressed as it is an area of public concern. These issues have been discussed with the local Regional EPA and potentially resolved. However, that is not widely known and should be confirmed.
8. Timeframe:
- a. A National Register nomination is a process that takes several months; a National Landmark application would likely take a few years.
 - b. Stream restoration in the valley is not a current priority and is likely a number of years down the road.
 - c. National Register nomination and stream restoration will not be ready to move forward simultaneously. Both could be accomplished on a long enough timeline.
 - d. Natural stream restoration would take an unknown period of time.
 - e. The Dredge itself will continue to deteriorate if no action is taken.
9. Potentially Conflicting Interests:
- a. Stream restoration versus National Register nomination. The National Forest Service would likely say that the whole stream should be restored. The OAHF would prefer to see the whole site listed on the National Register.
 - b. The site was purchased not only to preserve the Dredge but also to improve habitat value and complete the stream restoration. Addressing habitat and stream restoration may require moving some of the dredge piles. In the spirit of the purchase, the designated area of the site should be limited.
 - c. Current elected officials have differing opinions, some would like to see the stream restored; others place higher priority on establishing the site as a National Landmark.
 - d. Open Space use and History should co-exist at this site. Working toward a good compromise will be critical.
 - e. A balance between recreation, historic preservation, and habitat restoration and reclamation will need to be established in order for there to be a consensus regarding treatment of the Dredge and the site.
 - f. Habitat both in land and water will be important on the site. The dredge piles are not a good habitat for any species.
 - g. Cost, context, and conflicting opinions will need to be articulated in the Master Plan. The Master Plan needs to contemplate the future. If the Dredge will be preserved for 50 years, how long would the piles remain intact?
 - h. Community opinion on the mechanics of how the rock piles are extracted and disposed of may influence how much of the rock can be extracted from the site. Neighbors of the gulch and the dredge may resist operations which would have a large amount of truck traffic.
 - i. There is a desire to balance a meaningful restoration of the stream without harvesting all of the rock piles.
 - j. It is desirable to limit the number of restrictions placed upon the site to allow the various components of site work to be realized to the fullest extent possible. Fewer hurdles to more options is desired.
 - k. Is there a way to establish a “transitional zone” which would remain untouched? Varying levels of stream restoration could occur along the corridor, with some sections nearest the Dredge could potentially remain intact in this scenario.
 - l. Habitat improvement is desired as fish species threatened at a state level are present upstream in the area. For a functional stream corridor, some rock may need to be removed. Lack of habitat continuity could work, which would suggest a “transitional zone” or varying degrees of stream restoration. This would retain continuity without forcing a single treatment on the entire stream corridor.
10. Stream Restoration:
- a. A greater meander is necessary than the strict 100 foot offset from the centerline of the creek. Additional study will be required to determine what the optimal footprint and profile of the creek should be.

- b. EPA and contamination issues have already been addressed. Environmental liability is assumed to be acceptable within the community.
- c. The master plan for the Swan River could be consulted as a resource, though not as a blueprint for this project. A similar master plan study for the stream restoration would be required. This study would need to address historic and community impact of the stream restoration project.
- d. Stream morphology studies should be recommended as a next step.
- e. The stream restoration would require state/federal funding to proceed. If the site loses these funding prospects due to historic designation, the stream restoration project may not be realized.
- f. The Master Plan needs to address the stream restoration in a conceptual manner. There is community support for multiple uses of the site. Clarification will be required regarding what has been planned for an approved regarding the stream restoration.

11. Next Steps:

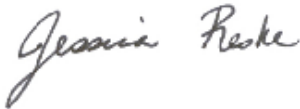
- a. Draft of Master Plan document – late December / early January
- b. Circulate draft for review (1 month review period per State Historical Fund)
- c. Town Council and Board of County Commissioners feedback will likely be sought following the draft review by the State Historical Fund and the Breckenridge Heritage Alliance.

End of Public Outreach Summary

The foregoing represents our understanding of the items discussed and the conclusions reached. If no corrections are received within 5 business days, the project will proceed based on this understanding.

Respectfully Submitted,

SLATERPAULL ARCHITECTS, INC.



Jessica Reske, AIA, LEED AP
Associate / Architect

Distribution: File
Breckenridge Heritage Alliance
State Historical Fund
Project Team

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Survey: REILING DREDGE

Question: For what activities do you most frequently use the Reiling Dredge trail and/or Turks' trail adjacent to the Dredge?

accessing other trails : 1

Other: : 3

horseback riding

snowshoeing

touring,hiking,photography,wildflower viewing

touring &/or bringing others to tour the Dredge site : 10

hiking : 7

mountain biking : 12

running : 0

walking your dog : 5

picnicking : 0

photography : 0

snowshoeing : 0

cross country skiing : 4

wildlife viewing : 0

wildflower spotting : 2

Question: How frequently and how long do you participate in these activities?

daily : 0



a few times a week : 12

a few times a month : 32

Question: What amenities at the Reiling Dredge site (e.g. signage, seating, barriers, etc) do you think could be added or changed?

signage(3)

nothing(2)

Nothing more is needed. It's fine the way it is. Spend your money elsewhere. Let it rot and sink. Or fix up the eyesore of mine tailings at the bottom of French Gulch near the Country Boy.

nothing, it is great as it currently is setup.

Perhaps more signage to further explain the dredge site.

Pictures of what it looked like in it's hay day, may already be there, not sure.. Past and Present pics are always nice.

Preservation is more important than adding . Signage would be my only wished for addition.The present viewing stations and barriers are attractive and interesting. I am not sure seating would add much.

preservation of trails most important and dredge; historic information

Remove all signage, etc. Let it return to nature.

signage & history

signage about history

Signage is pretty good. Don't even know if there's seating.

Signage should be enhanced. Increasing parking, especially paved parking, should be discouraged.

signage to other trail heads



We love the Dredge and always bring visitors to see it. For some we just do the short loop but for others we combine it with X10U8. We'd love more historical placards, but even as it is its a local treasure.

Additional seating or signage to the seating for those who are taking breaks on the Historic tours so they are not standing on the trail.

Additional seating (i.e. active rest) benches for those who are only walking as far as the dredge for historical viewing

as little as possible

Better signage

Better signage and parking would be helpful when first trying to locate this and many other sites. Once you know where you're going, it's not a big deal.

Disc golf course

Kids bike route(s)

Primitive campground

educational signage is critical for education and preservation reasons. I also think some level of interaction would be really unique. It seems that many of our historical sites are for viewing from a distance only. creating an interactive environment would be a really interesting concept to develop.

Fine as is

Good seating along with signs discussing the harm caused by dredge mining, so that the visitor is encouraged to think through the decisions that were made and the impact their decisions had.

Historic, interpretive

Historical definitions signage

I like it the way it is - it is nice for little kids. A good combination of nature and history.

I think anything added needs to be minimized, some signage or plaque about



the site, but anything else needs to be almost unseen so as not to scar the landscape around the area. Perhaps just trail maintenance.

I think it's good as it is

Improve the trail all the way around the pond and add seating and signage. Also, see what can be done to slow or stop the decay so that it is still around for future generations.

Its good

Less is more. Let it rot and have nature naturally take back what was stolen.

Maps, Maps, Maps - people are always mountain biking back there and are not sure where to go. I think the sign about the condition of the trails is useless. The mountain bikers go back there on their days off, period.

More detailed signage around the dredge about the history of it path and impact on the area would be awesome for visitors. Replicas of the dredge buckets, or other significant pieces that may allow visitor to truly get a sense of the machine itself.

More explanation of the dredge's history

More history

More information signage

More trash cans.

Never gave it more than a glance while gliding on by.

no changes

No signage. Seating OK. Split rail fence to preserve the area OK but not alot of dollar output.

Question: How do you envision these amenities improving the experience of the area?

Adding another landmark that is great for visitors to see and enjoy the experience of our old mining past.



Additional seating will improve the safety of the trails

Adds to understanding local history

Being able to educate children and visitors on the mining history is a very valuable part of Breckenridge's allure. I think the combination of outdoor activity (in this case Mountain Biking or XC skiing) and historical significance is a wonderful value that Breckenridge brings to residents and visitors.

Better understanding of history of the area

Better understanding of the dredging operation and how it fits in within the broader mining context.

Breck is a unique experience with and without the skiing. I would like to see the educational promotion of other areas around Breck.

By going away.

by informing people of their history it should improve their appreciation of the town

Cleaner, less dog poop on the trail.

Dk

Easier access for first timers.

engage the non-active users and visitors - engaging the historical significance for all user groups.

Get people thinking about human impact. Compare what happened in this location with dredge mining to other environmental decisions that have been made and are being made in our world.

Gives the historical perspective of the area

Great for kids and people interested in the history of the area.



Having a history is what separates Breckenridge from almost all other Colorado ski towns. It gives the town an identity and a character that makes it special - if we lose this history we're nothing more than a cheaper Vail, closer to Denver.

historical and keeping natural surroundings in tact while handling more visitors

I don't. I come for the shaded northern aspect x-c skiing...not viewing mining relics.

I think it is important to not only preserve the dredge feature, but also to point out the devastation they created in our County. It would be interesting to know what the County would have been like prior to the Dredge boat destruction. What did our forest look like before it was clear cut, etc. This would provide a context and understanding around the historical dredge revolution

informational for locals and tourists

It would be better if you removed all the safety barriers constructed a few years ago. They detract from the experience more than anything.

its good

It's good the way it is

Keeps it protected for a long yet accessible for viewing.

LEARN MORE HISTORY

leave it natural.

Makes the dredge more accessible and the signage would be educational for youth and tourists.

More people could appreciate the history. It's location "in place" at the end of a short hike is a wonderful plus.

More signage is always good.



More users/uses

Economic benefits to more land uses/users

N/a

No

Nothing

nothing needed

nothing, it is great as is.

People will get the history.

Support it's accessibility as a historic destination. It's a great 2 hour adventure destination for visitors.

Teach people the affects of human action on the environment

The awesome thing about that area is that you can cater the hike to the individual. Virtually no other hiking area has different loops where visitors can do a loop into the woods and be back at the B & B parking lot in 30 minutes, 1 hour, or 2 hours. The interpretive signs are awesome, wish there were more.

The mining history is interesting and can be communicated with signage and time-period lapsed photography. The impact of mining on the land should be emphasized.

The site is an important piece in history for the destruction of the environment. Let it be an example of the environmental damage created by mining.

to make hiking easier

Visitors would have a deeper appreciation of the county's heritage

Question: What would you most like to learn or experience at the Reiling Dredge site?

Nothing(2)



nothing additional

See my above comments...

statistics on the dredging

The dredge piles from the Reiling dredge to the B and B trailhead are a huge land resource that should be reclaimed for all types of recreation. For it to remain in its present blighted state with no public benefit is truly a shame. The "experience" of the dredge boat and remaining dredge is that the land was ripped up and left in rocky piles for the benefit of mining. Let's preserve the boat and pond, but get real about the potential public benefit of the remaining land.

the history of the site

The number of men it took to operate the dredge. the amount of gold they where excavating/ ton of rock. Maybe a replica of a dredge bucket so that people could visualize the size and number of buckets a dredge operated with. So many people only experience history from youtube or video shows, those that take the time to hike up and see the dredge should get a bonus.

The struggle/synergy between economic activity and the environment is worth exploring. I would be most interested in continuing to experience hiking/biking in the area and would not like to compromise these opportunities by over-investing in the historical significance of how mining left a legacy of brutalizing the landscape. We need not replicate this parallelism with a tourist attraction so accessible from town.

the workings of the dredge boat

Using the Reiling Dredge site to access all the other, nearby trails.

Visitors need an explanation about how this huge structure could move down the stream and that it really did leave all those rocks behind.

What are we gonna do with all those rocks?

What is being done to restore the area.



Who worked it

A genuine historic feel. I feel like visitors and locals alike appreciate when they can see a piece of this "living history", better than a museum, it is a real relic of the heritage we have in this area!

A good information board discussing the environmental impact that dredge mining had on this area. This is good information to spread so that we learn from past mistakes.

Additional / Regular tour times as the trail is one of the easier to access and is low impact as well as scenic.

An honest history of the dredge mining and how it ultimately affected the environment and landscape.

Best way the trails networks connect.

Better experience of the past

d

Dk

Historical facts

Historical significance and reasonable preservation of the site, but mostly a trailhead for Hiking, mountain biking and walking the doggie.

History

history of mining

history. don't need modern conveniences, they just make it less real.

How damaging the mining industry was to this valley and how long it's taken for anything to grow back.

How much gold production and its value.

How the dredge created the chaos that is French Gulch, and how we need to



be better stewards of our environment in the future.

How the system worked; some "big picture" facts about the process; how much gold (other minerals) came out of the dredging; how the dredging contributed to overall Summit County (or Breckenridge) mining production; history of the dredges

I like the peacefulness of the area and don't think anything needs to be changed

I would like to learn that the powers that be are making an effort to clean up the environmental disaster created by these monstrous machines.

I'd like to learn more about the history of the dredge and of mining - maybe 1-3 more placards - and to know that the dredge was being preserved. Not restored, but preserved!

I'd like to learn more about the mechanics of how the dredges worked.

Impact of dredges to Summit County

Interpretives

Learn: how much gold was found; what life was like during that period
Experience: see material from the mining period

Life during those times

maintaining trails and natural beauty; preservation

More information on the history and archaeology of the area.

More trails, a nice trail that walks all way around it would be great...

Nice quiet trail, shared by bikers and hikers and dogs!

Comments

Number of Comments 15

Comment 1: About twelve years ago, Randy Swan, who was, at the time, the Executive



Director of the Summit Historical Society (before BHA) asked me to visit this site and submit my thoughts for future of this resource. I cannot find my prepared project brief that I submitted to him, so sorry. However, my point can be summarized today as they were back then as follows ... the Owner, has to understand that the value in / around main street far outweighs any investment the town (or others) may sink (pun intended) into this resource. Having been involved in land based projects involving mining ruins, quite frankly, I am embarrassed that SHF has provided this many funds for professional service fees. Interpret the site and this resource (via signage / photos) and let these resources die peacefully. | By david G

Comment 2: I agree that the structure should be preserved to the extent of being stabilized. The site is an important reminder of environmental degradation of the past that is worth preserving for current residents and visitors. Other than perhaps some additional signage, I would oppose major investments to reconstruct the dredge or provide easier access. Funds could be better spent elsewhere. Access is already good, and the site "as is" preserves the image of the "days gone by" atmosphere of Breckenridge mining. | By Russ T

Comment 3: I'd be cautious about over-investing in Reiling Dredge area. Document the existing structure within its historical time structure-- use signage and photography to chronicle its heyday and past glory, but don't preserve or re-construct. Creating a "historical destination site" so accessible from town likely would destroy the multi-purpose benefits currently provided by the area. | By Steve A

Comment 4: As many have pointed out, the mining history of Breckenridge does distinguish our town from other "resort" towns. While the types of mining utilized in Breckenridge were highly destructive it is still the history of the town. The Reiling Dredge is a significant historical artifact and it should be preserved and maintained. Open mining continues to scar the earth today and we should remind ourselves of the damage caused to our environment by these types of mining. I was very interested in the history of the dredge when I first came upon it and believe others will feel the same way. | By Stephen G

Comment 5: I think that the extensive history of Breck is what distinguishes it from other mountain towns and makes it interesting and genuine. We should make every effort to preserve this history for our own benefit as locals as well as the enjoyment of tourists. | By Ross N

Comment 6: The Dredge doesn't represent a pretty moment in Colorado history, but for us it has helped us understand how river mining worked - and how the destruction that created all those mountains of rock came to be. Seeing it and then walking out through the hills of rock piles was sobering - and when we bring guests it sobers them too.

As far as the cost, I think it would help everyone to have a more concrete sense of the cost. Is it \$10,000 plus \$2,000 a year? \$50,000 plus \$1,000 a year to maintain? What are the options



at the various 'prices'? | By A S

Comment 7: Part of the lure of Breckenridge is the long history we have as a town and area. We were a real thriving town in the 1800's. That is special, we are not just a ski resort created in the 1960's. I think it is sad that locals don't know where some of our gems are. People need to be less concerned about the money or environment. The dredge is not doing anything currently to harm the environment, but the reality that it once existed and was here is something we should not just let rot because our values of today have changed. Everyone should be open to learning about our past, it is how we have grown and changed from mistakes made, but it is something we should not forget. | By Sarah O

Comment 8:

It is highly appropriate that we stabilize and preserve the Reiling Dredge. It is our opportunity and our responsibility to pass on the story without bias. This Dredge Boat may be the most unique example of its kind in North America because it still sits on the spot where it dredged up its last rock. The surrounding rock piles are an essential part of the context and they tell their own story. Over a several year process, the Reiling Dredge could possibly earn status on the National Register of Historic Places. We should embrace this opportunity and allow future generations to see and learn about our history for themselves.

| By Maryann R

Comment 9: I agree with Phil C5. Spend the town and county's money elsewhere. Let the dredge rot. There are already enough reminders of the destruction all around Breck.

| By Carol N

Comment 10: I am all about restoring it, within reason. If the State Historical Fund will only give us funding if a large portion of French Gulch is changed, I am not in favor. | By Jeff C

Comment 11: Spend the town tax money elsewhere. The Reiling dredge is fine like it is and deserves to rot away as a relic of a short-sighted and destructive era in Breckenridge history.

| By Phil C

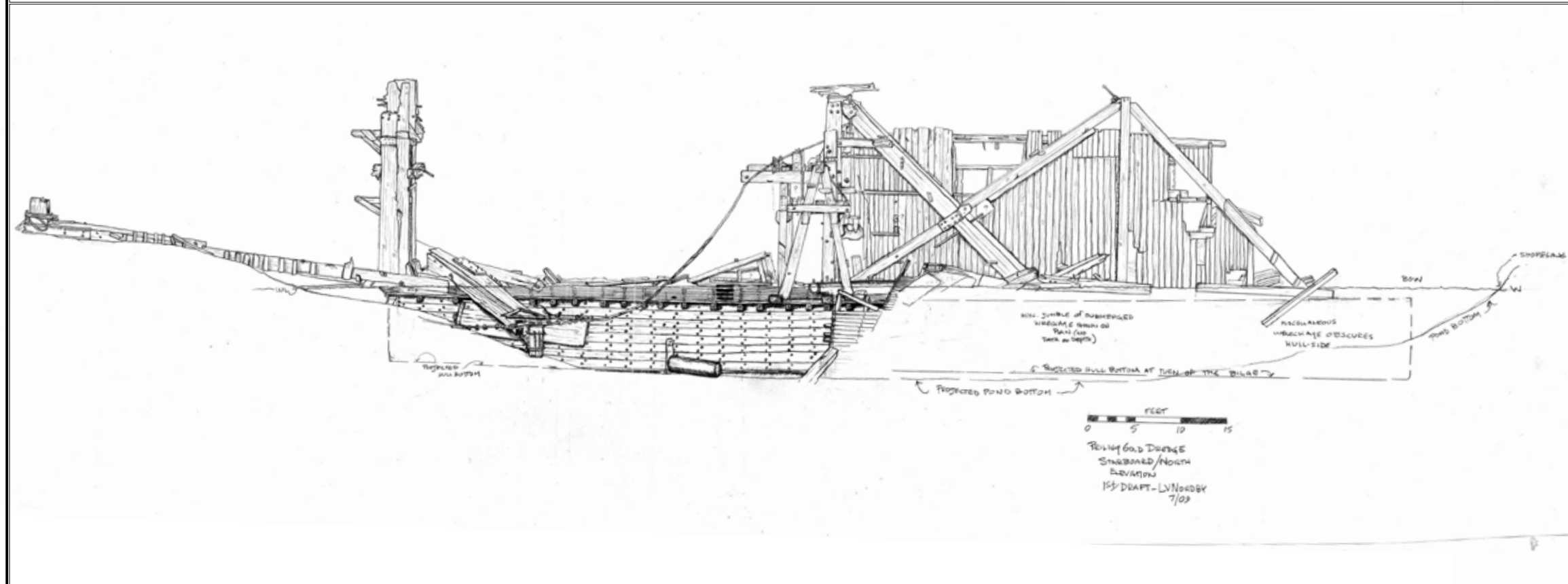
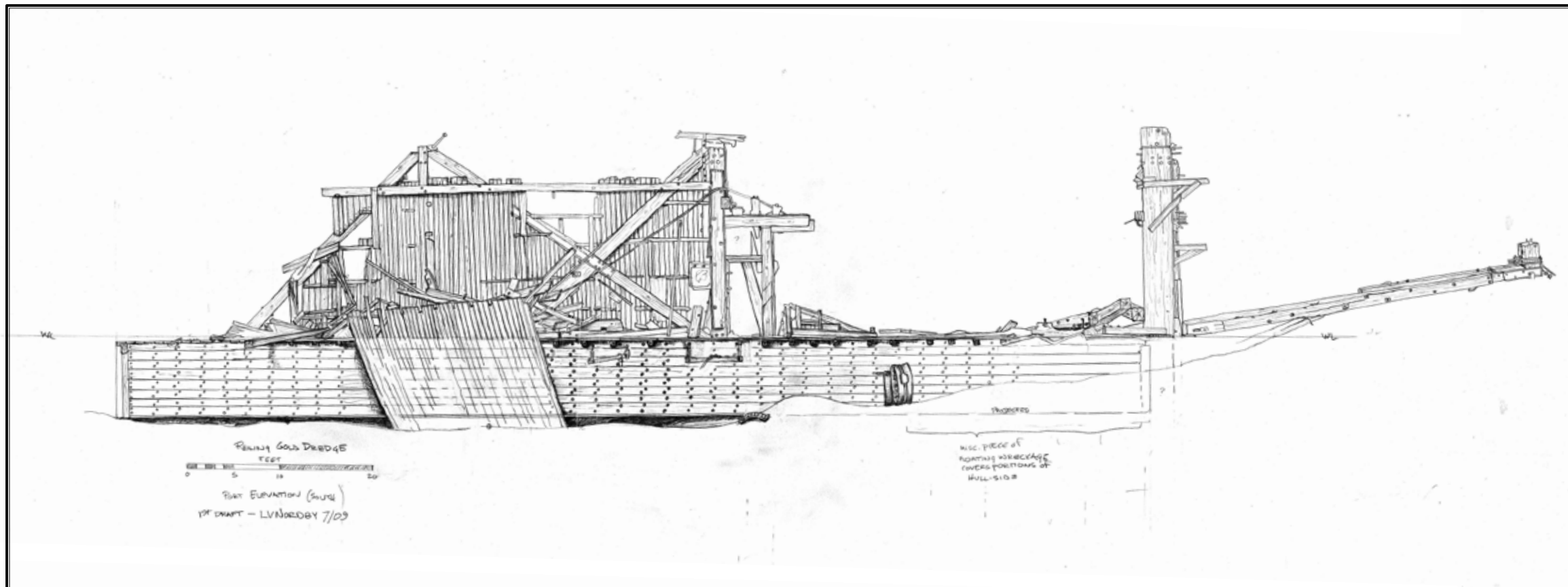
Comment 12: That you are calling it a 'gem' indicates the strong bias toward resurrection of the dredge boat. Let it decay in place and show that nature can reclaim areas devastated by mining. Show that nature can heal. The pond that the relic rests in is a lovely green space with habitat for bats, bugs and birds. Instead, create a museum of dredge mining somewhere more accessible to the public. Include a scale model of the hundreds of acres of river bottom churned up by the dredge boats, from the far reaches of the Swan River valley, up the Blue to the far reaches of French Gulch. Seeing an accurate scale of the destruction caused by the dredge boats will be far more informative and educational than trying to resurrect this one decrepit old boat. Let it decay in place, let Mother Nature have the final say. | By Leigh G

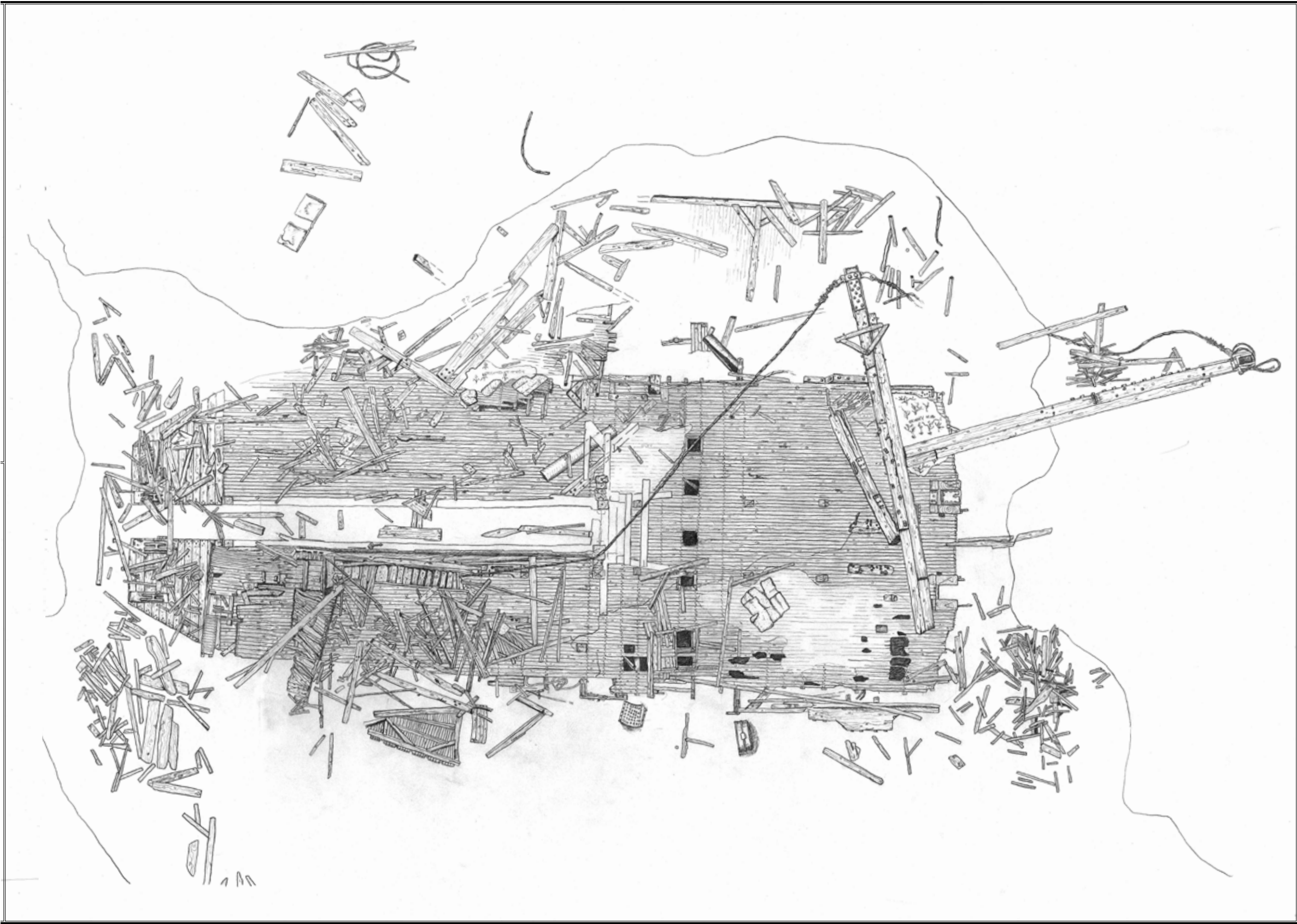


Comment 13: I would also like to see a display that shows the extent of the original environmental destruction. The EPA would have had a stroke! :-)| By Dave B

Comment 14: I don't even know where the reiling dredge is, and I have lived here for 22 years!
| By Susan L

Comment 15: Don't feel bad. I didn't know where it was either until a year ago, and I have lived here 34 years..... | By Dave B



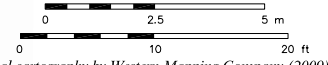


SUMMIT COUNTY, COLORADO
TOWN OF BRECKENRIDGE
**PLANIMETRIC MAP
AND
PROFILES
OF
REILING GOLD DREDGE**

N (UTM)



Scale: 1 inch = 7 feet (1:84)



Digital cartography by Western Mapping Company (2009).
DN 08-102-191208-8003.03 (August 17, 2009)

This project was partially funded by the Colorado Historical Society, State Historical Fund and the Town of Breckenridge

Map 6 of 6

NATIONAL REGISTER BULLETIN

Technical information on the the National Register of Historic Places:
survey, evaluation, registration, and preservation of cultural resources



U.S. Department of the Interior
National Park Service
Cultural Resources
National Register, History and Education

How to Complete the National Register Registration Form



10. GEOGRAPHICAL DATA

10. Geographical Data

Acreage of Property _____

UTM References

(Place additional UTM references on a continuation sheet.)

1	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Zone	Easting	Northing
2	<input type="text"/>	<input type="text"/>	<input type="text"/>

3	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Zone	Easting	Northing
4	<input type="text"/>	<input type="text"/>	<input type="text"/>

See continuation sheet

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

This section defines the location and extent of the property being nominated. It also explains why the boundaries were selected. Review the guidelines on pages 56 and 57 before selecting boundaries and completing this information. For additional guidance, see the National Register bulletin entitled *How to Establish Boundaries for National Register Properties*.

For discontinuous districts, provide a set of geographical data—including acreage, UTM, and a boundary description and justification—for each separate area of land. (See page 57 for an explanation of discontinuous districts.)

ACREAGE OF PROPERTY

Enter the number of acres comprising the property in the blank. Acreage should be accurate to the nearest whole acre; fractions of acres to the nearest tenth should be recorded, if known. If the property is substantially smaller than one acre, "less than one acre" may be entered. Where accuracy to one acre is not practical, for example, for districts over 100 acres, a USGS acreage estimator may be used to calculate acreage.

UTM REFERENCES

Enter one or more Universal Transverse Mercator (UTM) grid references to identify the exact location of the property. Enter only complete, unabbreviated references. Up to 26 references will be entered in the NRIS data base.

A United States Geological Survey (USGS) quadrangle map and a UTM counter are necessary tools for determining UTM reference points. The USGS map is also required documentation (see *Maps* on pages 61 to 63). Refer to *Appendix VIII* and the National Register bulletin on *Using the UTM Grid System to Record Historic Sites* for instructions on determining the references. Many State historic preservation offices will assist applicants in completing this item.

GUIDELINES FOR ENTERING UTM REFERENCES

- For **properties less than 10 acres**, enter the UTM reference for the point corresponding to the center of the property.
- For **properties of 10 or more acres**, enter three or more UTM references. The references should correspond to the vertices of a polygon drawn on the USGS map according to the following steps:
 1. Draw a polygon of three or more sides on the USGS map that approximately encompasses the area to be registered.
 2. Label the vertices of the polygon numerically, beginning at the northwest corner and moving clockwise.
 3. Determine the UTM reference for the point corresponding to each vertex (see *Appendix VIII*).
 4. Enter the references numerically on the form. Use a continuation sheet for additional references.
- For **linear properties of 10 or more acres**, such as railroad, canal, highway, or trail, enter three or more UTM references. The references should correspond to the points along a line drawn on the USGS map according to the following steps:
 1. Draw a line on the USGS map indicating the course of the property.
 2. Mark and label numerically points along the line that correspond to the beginning, end, and each major shift in direction. Order numbers in sequence from beginning to end.
 3. Determine the UTM reference for each point.
 4. Enter the references numerically on the form. Use a continuation sheet for additional references.
- If UTM references define the boundaries of the property, as well as indicate location, the polygon or line delineated by the references must correspond exactly with the property's boundaries. (See *Appendix VIII*.)

VERBAL BOUNDARY DESCRIPTION

Describe the boundaries of the property. Use one of the following forms:

- A map may be substituted for a narrative verbal boundary description. Reference to the map should be made in the blank on the form. (See page 58.)
- A legal parcel number.
- A block and lot number.
- A sequence of metes and bounds.

- Dimensions of a parcel of land fixed upon a given point such as the intersection of two streets, a natural feature, or a manmade structure.

The description must be **accurate** and **precise**. Follow guidelines on page 58.

BOUNDARY JUSTIFICATION

For all properties, provide a **brief and concise explanation** of the reasons for selecting the boundaries. The reasons should be based on the property's historic significance and

integrity, and they should conform to the *Guidelines for Selecting Boundaries* on pages 56 and 57.

The **complexity and length** of the justification depends on the nature of the property, the irregularity of the boundaries, and the methods used to determine the boundaries. For example, a city lot retaining its original property lines can be justified in a short sentence, while a paragraph may be needed where boundaries are very irregular, where large portions of historic acreage have been lost, or where a district's boundaries are ragged because of new construction. Properties with substantial acreage require more explanation than those confined to small city lots.

The boundary includes the farmhouse, outbuildings, fields, orchards, and forest that have historically been part of Meadowbrook Farm and that maintain historic integrity. That parcel of the original farm south of Highway 61 has been excluded because it has been subdivided and developed into a residential neighborhood.

Boundaries for **archeological properties** often call for longer justifications, referring to the kinds of methodology employed, distribution of known sites, reliability of survey-based predictions, and amount of unsurveyed acreage.

The southern boundary of the site is established by the limit of cultural materials and features and roughly corresponds to a lowering in grade. The highest artifact densities recovered during surface collection were noted at the northern and western edges of the plowed field. By extrapolation, it is likely that the site extends into the wooded areas to the north and west. The western boundary is established by the railroad cut which corresponds roughly to the original terrace edge. The northern and eastern boundaries are set by the contour line marking an abrupt fall to the wetland.

For **discontiguous districts**, explain in the boundary justification how the property meets the conditions for a discontiguous district and how the boundaries were selected for each area.

GUIDELINES FOR SELECTING BOUNDARIES

ALL PROPERTIES

- Carefully select boundaries to encompass, but not to exceed, the full extent of the significant resources and land area making up the property.
- The area to be registered should be large enough to include all historic features of the property, but should not include "buffer zones" or acreage not directly contributing to the significance of the property.
- Leave out peripheral areas of the property that no longer retain integrity, due to subdivision, development, or other changes.
- "Donut holes" are not allowed. No area or resources within a set of boundaries may be excluded from listing in the National Register. Identify nonhistoric resources within the boundaries as noncontributing.
- Use the following features to mark the boundaries:
 1. Legally recorded boundary lines.
 2. Natural topographic features, such as ridges, valleys, rivers, and forests.
 3. Manmade features, such as stone walls; hedgerows; the curblines of highways, streets, and roads; areas of new construction.
 4. For large properties, topographic features, contour lines, and section lines marked on USGS maps.

BUILDINGS, STRUCTURES AND OBJECTS

- Select boundaries that encompass the entire resource, with historic and contemporary additions. Include any surrounding land historically associated with the resource that retains its historic integrity and contributes to the property's historic significance.
- For **objects**, such as sculpture, and **structures**, such as ships, boats, and railroad cars and locomotives, the boundaries may be the land or water occupied by the resource without any surroundings.
- For **urban and suburban properties** that retain their historic boundaries and integrity, use the legally recorded parcel number or lot lines.
- Boundaries for **rural properties** may be based on:
 1. A small parcel drawn to immediately encompass the significant resources, including outbuildings and associated setting, or
 2. Acreage, including fields, forests, and open range, that was associated with the property historically and conveys the property's historic setting. (This area must have historic integrity and contribute to the property's historic significance.)

HISTORIC SITES

- For **historic sites**, select boundaries that encompass the area where the historic events took place. Include only portions of the site retaining historic integrity and documented to have been directly associated with the event.

HISTORIC AND ARCHITECTURAL DISTRICTS

- Select boundaries to encompass the single area of land containing the significant concentration of buildings, sites, structures, or objects making up the district. The district's significance and historic integrity should help determine the boundaries. Consider the following factors:
 1. **Visual barriers** that mark a change in the historic character of the area or that break the continuity of the district, such as new construction, highways, or development of a different character.
 2. **Visual changes** in the character of the area due to different architectural styles, types or periods, or to a decline in the concentration of contributing resources.

3. **Boundaries at a specific time** in history, such as the original city limits or the legally recorded boundaries of a housing subdivision, estate, or ranch.
4. **Clearly differentiated patterns** of historical development, such as commercial versus residential or industrial.

- A historic district may contain **discontiguous** elements only under the following circumstances:

1. **When visual continuity is not a factor** of historic significance, **when resources are geographically separate**, and **when the intervening space lacks significance**: for example, a cemetery located outside a rural village.
2. **When manmade resources are interconnected by natural features** that are excluded from the National Register listing: for example, a canal system that incorporates natural waterways.
3. **When a portion of a district has been separated by intervening development** or highway construction and when the separated portion has sufficient significance and integrity to meet the National Register criteria.

ARCHEOLOGICAL SITES AND DISTRICTS

- The selection of boundaries for archeological sites and districts depends primarily on the scale and horizontal extent of the significant features. A regional pattern or assemblage of remains, a location of repeated habitation, a location or a single habitation, or some other distribution of archeological evidence, all imply different spatial scales. Although it is not always possible to determine the boundaries of a site conclusively, a knowledge of local cultural history and related features such as site type can help predict the extent of a site. Consider the property's setting and physical characteristics along with the results of archeological survey to determine the most suitable approach.

- Obtain evidence through one or several of the following techniques:

1. **Subsurface testing**, including test excavations, core and auger borings, and observation of cut banks.
2. **Surface observation** of site features and materials that have been uncovered by plowing or other disturbance or that have remained on the surface since deposition.
3. **Observation of topographic or other natural features** that may or may not have been present during the period of significance.
4. **Observation of land alterations** subsequent to site formation that may have affected the integrity of the site.
5. **Study of historical or ethnographic documents**, such as maps and journals.

- **If the techniques listed above cannot be applied**, set the boundaries by conservatively estimating the extent and location of the significant features. Thoroughly explain the basis for selecting the boundaries in the boundary justification.

- **If a portion of a known site cannot be tested** because access to the property has been denied by the owner, the boundaries may be drawn along the legal property lines of the portion that is accessible, provided that portion by itself has sufficient significance to meet the National Register criteria and the full extent of the site is unknown.

- Archeological districts may contain **discontiguous elements** under the following circumstances:

1. When one or several outlying sites has a direct relationship to the significance of the main portion of the district, through common cultural affiliation or as related elements of a pattern of land use, and
2. When the intervening space does not have known significant resources.

(Geographically separate sites not forming a discontiguous district may be nominated together as individual properties within a multiple property submission.)

GUIDELINES FOR VERBAL BOUNDARY DESCRIPTION

- A map drawn to a scale of at least 1" = 200 feet may be used in place of a narrative verbal description. When using a map, note under the heading "verbal boundary description" that the boundaries are indicated on the accompanying base map. The map must clearly indicate the boundaries of the property in relationship to standing structures or natural or manmade features such as rivers, highways, or shorelines. Plat, local planning, or tax maps may be used. Maps must include the scale and a north arrow.

The boundary of Livermore Plantation is shown as the dotted line on the accompanying map entitled "Survey, Livermore Plantation, 1958."

- For **properties** whose boundaries correspond to a polygon, section lines, or contour lines on the USGS map, the boundaries marked on the USGS map may be used in place of a verbal boundary description. In this case, simply note under the heading "verbal boundary description" that the boundary line is indicated on the USGS map. If USGS quadrangle maps are not available, provide a map of similar scale and a careful and accurate description including street names, property lines, or geographical features that delineate the perimeter of the boundary.

The boundary of the nominated property is delineated by the polygon whose vertices are marked by the following UTM reference points: A 18 313500 4136270, B 18 312770 4135940, C 18 313040 4136490.

- To describe only a **portion of a city lot**, use fractions, dimensions, or other means.

The south 1/2 of Lot 36

The eastern 20 feet of Lot 57

- If **none of the options listed above are feasible**, describe the boundaries in a narrative using street names, property lines, geographical features, and other lines of convenience. Begin by defining a fixed reference point and proceed by describing the perimeter in an orderly sequence, incorporating both dimensions and direction. Draw boundaries that correspond to rights-of-way to one side or the other but not along the centerline.

Beginning at a point on the east bank of the Lazy River and 60' south of the center of Maple Avenue, proceed east 150' along the rear property lines of 212-216 Maple Avenue to the west curblineline of Main Street. Then proceed north 150' along the west curblineline of Main Street, turning west for 50' along the rear property line of 217 Maple Avenue. Then proceed north 50' to the rear property line of 215 Maple Avenue, turning west for 100' to the east bank of the Lazy River. Then proceed south along the river bank to the point of origin.

- For **rural properties** where it is difficult to establish fixed reference points such as highways, roads, legal parcels of land, or tax parcels, refer to the section grid appearing on the USGS map if it corresponds to the actual boundaries.

NW 1/4, SE 1/4, NE 1/4, SW 1/4, Section 28, Township 35, Range 17

- For **rural properties less than one acre**, the description may be based on the dimensions of the property fixed upon a single point of reference.

The property is a rectangular parcel measuring 50 x 100 feet, whose northwest corner is 15 feet directly northwest of the northwest corner of the foundation of the barn and whose southeast corner is 15 feet directly southeast of the southeast corner of the foundation of the farmhouse.

- For **objects and structures**, such as sculpture, ships and boats, railroad locomotives or rolling stock, and aircraft, the description may refer to the extent of dimensions of the property and give its location.

The ship at permanent berth at Pier 56.

The statue whose boundaries form a circle with a radius of 17.5 feet centered on the statue located in Oak Hill Park.



SLATERPAULL
ARCHITECTS

JOINT MEETING AGENDA

Board of County Commissioners and the Breckenridge Town Council

Tuesday, September 9, 2014, 5:30pm

1. Library Hours, Grand Opening and Other Items at the Breckenridge Grand Vacations Community Center
2. County Ballot Question
3. New Recycling Center
4. Pinewood II Update
5. New Water Plant Update
6. Field House Idea
7. CR450 Sidewalk
8. Bike Path to Hoosier
9. Chipping Program
10. Rieling Dredge Stabilization
11. Ski Area Water Rights