



Planning Commission Regular Meeting

Tuesday, March 4, 2025, 5:30 PM

Town Hall Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

The indicated times are intended only to be used as guides. The order of projects, as well as the length of the discussion for each project, is at the discretion of the Commission. We advise you to be present at the beginning of the meeting regardless of the estimated times. For further information, please contact the Planning Department at 970-547-3160.

I. CALL TO ORDER, ROLL CALL (5:30PM)

- A. LOCATION MAP
- B. APPROVAL OF MINUTES
- C. APPROVAL OF AGENDA

II. PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES (NON-AGENDA ITEMS ONLY; 3-MINUTE LIMIT PLEASE) (5:35PM)

III. FINAL HEARINGS (5:40PM)

- A. VILLAGE AT BRECKENRIDGE MASTER SIGN PLAN (CC), 535 S. PARK AVENUE, PL-2024-0507

IV. PRELIMINARY HEARINGS (6:15PM)

- A. IMPERIAL HOTEL, BGV PARCEL 4 (SVC), 1599 SKI HILL ROAD, PL-2024-0475

V. OTHER MATTERS (6:45PM)

- A. TOWN COUNCIL SUMMARY

VI. ADJOURNMENT (7:00PM)



Breckenridge South



Imperial Hotel (Parcel 4) and
Cucumber Gulch Preserve
Preventative Maintenance Area
(PMA) Variance Request, 1599
Ski Hill Road

Village at Breckenridge
Master Sign Plan, 535 S.
Park Avenue

PLANNING COMMISSION MEETING

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

ROLL CALL

Mike Giller - remote	Mark Leas - absent	Allen Frechter	Matt Smith
Ethan Guerra	Elaine Gort	Susan Propper	

APPROVAL OF MINUTES

With no changes, the February 4, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With the following change, the February 18, 2025 Planning Commission Agenda was approved:

The Village at Breckenridge Master Sign Plan hearing was changed from a Combined Hearing to a Preliminary Hearing.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

CONSENT CALENDAR:

1. Kuhn Residence Solar (EM), 201 Briar Rose Lane, PL-2025-0009

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

PRELIMINARY HEARINGS:

1. Village at Breckenridge Master Sign Plan (CC), 535 S. Park Avenue, PL-2024-0507

Ms. Muncy presented a proposal to amend the Village at Breckenridge master sign plan (MSP). This proposal requests three variances from the Town Code for 1) exceeding the limitations of height and count for freestanding signs, 2) proposing two gateway entrance monument archway over two pedestrian accesses, and 3) the use of banner signs for additional wayfinding and other special event advertisement.

The following specific questions were asked of the Commission:

1. Does the Planning Commission agree with staff's special interpretation regarding criteria 2.C – at least 30 feet from property line and 3. – one sign at each point of vehicular access?
2. Does the Commission support providing a variance under 9-15-20(D): Freestanding signs for the three (3) proposed freestanding sign installations?
3. Does the Commission support providing a variance from Policy 47 to allow the use of two proposed gateway entrance monuments over the pedestrian accesses that includes an archway which may exceed the height limitations?
4. Does the Planning Commission agree with staff that the requested variance from 9-15-11(T) for the use of banner signs should be denied?
5. Does the Commission believe this application is ready for a Final Hearing?
6. Do the Commissioners have any additional comments?

Commissioner Questions / Comments:

Mr. Frechter: Doesn't the Town have our own banner signs? (Ms. Muncy: Those signs are on public property within the right-of-way, and are able to be content regulated by the Town.) (Mr. Truckey: There are two separate sign codes—one for public property and one for private property; whereas on public property we are allowed to control the sign messaging, we are not able to control content of commercial messaging on private property.) What about the ski area? They have temporary banner signs. (Mr. Truckey:

There was a variance granted to the ski area in their MSP due to the variable nature of the on-snow signage and flexibility to meet those varying conditions. If the Village would like to make the argument with this application that they have a similar situation and need the temporary signage they could do so.) I also wonder whether the walkway easement to the Town could be used to allow for banner signs.

Ms. Gort: I thought banner signs were allowed for certain events? (Ms. Muncy: Banners are allowed with a special event permit.)

Mr. Smith: If the applicant were to use a different material, like wood, would we allow the light pole banners or is this a content concern? (Ms. Muncy: Our code doesn't allow for temporary signage; if the sign was made from wood, it wouldn't be considered temporary and could be allowed.) I ask thinking if metal could be used since it is easy to print on metal now.

Ms. Propper: How many banner signs are proposed? (Mr. Cross: 34 banners.) I was concerned about the proliferation of signage and 34 does sound like a lot. If it were a different material the other aspects of sign code would come into play. The easement would not work because the Town does not own the property.

Mr. Frechter: I was saying that maybe the easement could allow the Town to control the messaging but that is a question for the Town attorney.

Mr. Giller: Would you discuss the potential for precedent setting and others using this case to place banners? (Ms. Muncy: Ideally no, this would not set a precedent for an individual business. Because of the multiple parcels, the Village has a unique situation, but there is still the opportunity for similar developments to potentially use it as precedent if approved.) (Mr. Truckey: A Master Sign Plan (MSP) is required for buildings with three or more businesses. This could set precedent for buildings with MSPs if allowed, but not for individual businesses.)

Mr. Nathan Nosari, Village at Breckenridge, HOA President: We will pull the banner sign variance request from the application.

Ms. Gort: Why do you need the archways that exceed more than 10 feet in height? (Mr. Nosari: When we redesign the exterior in the future the archways may go away.) (Mr. Cross: This is a variance request for Policy 47, gateway entrance monuments and would allow for more flexibility in the future design. They are requesting a variance for the location over a pedestrian walkway and height. The exact design will be approved with a separate future class D-minor.)

The hearing was opened for public comment. There were no comments and the public comment period was closed.

Commissioner Comments/Answers to Questions:

Mr. Giller: 1. Agree 2. No to the additional freestanding signs. 3. Yes, I support a variance for the archways. 4. Agree with staff to disallow banner signs. 5. Yes, ready for final hearing with the above mentioned comments. 6. There should be additional visual cues to help guide people instead of more signage.

Ms. Propper: 1. Agree. 2. Yes, we should be consistent with what was previously allowed. 3. Yes, I agree. 4. Question withdrawn. 5. Agree. 6. No additional Comments.

Mr. Smith: 1. Agree. 2. Agree. 3. Agree. 5. Agree. 6. No additional comments.

Ms. Gort: 1. Agree. 2. Agree. 3. Do not agree with the archways. 5. Agree. 6. No additional comments.

Mr. Frechter: People are always asking for wayfinding in the Village. It is difficult to see the ski area from within the Village. The more wayfinding the better. I would support a wayfinding

alternative to the banners. 1. Yes, agree. 2. Agree. 3. Agree, the arches are important for wayfinding. 5. Yes. 6. No additional comments.

Mr. Guerra: 1. Agree. 2. Agree. 3. Agree. 5. Yes, ready for final hearing. 6. No additional comments.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:33 pm.

Ethan Guerra, Chair

Planning Commission Staff Report

Subject: The Village at Breckenridge HOA Master Sign Plan Amendment and Variance Request, Final Hearing (Class B Minor, PL-2024-0507)

Proposal: A proposal to amend the existing master sign plan (MSP) for the Village at Breckenridge to provide a newly formatted, comprehensive signage plan that proposes additional directional and wayfinding signage for tenants, reallocates sign area allotments for several buildings, and proposes two (2) new gateway entrance monuments. Additionally, this proposal requests two (2) variances from the Town Code for 1) exceeding the limitations of height and count for freestanding signs, 2) proposing two (2) gateway entrance monument archway over two (2) pedestrian accesses.

Date: February 28, 2025 (For meeting of March 4, 2025)

Project Manager: Clif Cross, Planner II
Ellie Muncy, Planner I

Applicant/Owner: Village at Breckenridge HOA
Nathan Nosari, General Manager

Agent: Anthony York, Associate, Norris Design
Elena Scott, Principal, Norris Design

Addresses: 655 S Park Avenue
645 S Park Avenue
555 S Park Avenue
535 S Park Avenue
405 Village Road

Legal Description: Village at Breckenridge Condo Common Area
Chateaux Condominium Hotel FKA Common Area
Liftside Condo Common Area
Plaza Three Condo Common Area AKA Wetterhorn Bldg
Tract D Four Seasons Village Sub # 2 LKA N Pt Of Tract D

Site Area: estimated 4.6 acres (200,530.8 sq. ft.)

Site Conditions: The Village of Breckenridge is comprised of several buildings located south of South Park Avenue between South Main Street and Village Road. The HOA is comprised of five buildings: Antero, Shavano, Wetterhorn, Peak 9 Inn, and Chateaux (The Maggie Building, Gravity Haus, and Ten Mile Room are not part of this master sign plan area). The buildings are of mixed-

use containing commercial retail & restaurant, multi-family residential, and medical. The majority of the buildings are oriented around a shared open-air plaza in the middle of the property, including a utility and public access easement providing pedestrian access to the adjacent Breckenridge Ski Resort Peak 9 base area to the south. There is an additional non-exclusive access easement off Village Road (near Chateaux Building) predominantly used for emergency vehicles for the medical center. The primary access point to the property is off South Park Avenue for pedestrian and vehicular traffic, which leads to the open-air plaza. A secondary, pedestrian only access point is located from the eastern edge of the property across the Upper Blue River from the Main Street Station development.

Adjacent Uses:

North: Park Avenue ROW
East: Main Street Station

South: Peak 9 Ski Area
West: Trails End Condo

Item History

On January 16, 2024, the VAB HOA received a preliminary hearing (PL-2024-0559) with the Planning Commission for amending the MSP and requested four variances from the Sign Code. After the hearing, the applicants decided to abandon the application to allow for further consideration of the future HOA improvements. The MSP for the VAB was last amended in 2010 (PC# 2010-362) after the Planning Commission held a work session to discuss a solution to easily orient visitors and help them navigate their way off South Park Avenue and into the, primarily, pedestrian oriented development. The 2010 amendment to the Master Sign Plan expanded the signage along the northern access which included the 98 sq. ft. condo/hotel sign, the Gateway Entrance Monument, and additional wayfinding signage. The requested amendments required the approval of three (3) variances from the Development Code and was approved by the Town Council after a De Novo Hearing.

On January 18, 2025, the Village at Breckenridge (VAB) HOA received a preliminary hearing with the Planning Commission for amending the MSP and requested three (3) variances from the Development Code. During the hearing, the applicant withdrew their request for one (1) variance regarding the utilization of banner signs due to the negative feedback from the Commissioners. Commissioners expressed dislike of the temporary nature and material of banner signs, noting there is not a case for special exception for their use in this location. The Commissioners agreed and preliminarily approved the other two (2) variance requests regarding freestanding signs and gateway entrance monuments.

Staff Comments

This amended MSP is designed to be a comprehensive and coordinated signage plan to meet the needs of several businesses and visitors of the Village at Breckenridge. A well-developed MSP is necessary as the VAB complex is comprised of several buildings including condominiums, offices and conference spaces, a medical clinic and a combination of commercial restaurants,

retail, and services. The navigational and wayfinding signage is important during the winter season when VAB is used as a primary access to the Breckenridge Ski Resort Peak 9 base area and conversely, during the summer season when the large open-air plaza is used as a venue for large special events, like art festivals or food/drink tastings.

Staff recognizes that there are unique circumstances at the Village at Breckenridge, including its use as a public portal to Peak 9, its unusual size, and the pedestrian/vehicle conflicts in this area and are supportive of the two variances which were preliminarily approved by the Commission.

Although this document is intended to replace and supersede the previous versions, the proposed MSP does not make changes to a majority of the signage that was previously approved. Additionally, this report will not go into detail on elements that are not impacted by the proposed amendments or amendments that comply with the Development Code. This staff report will focus on the deviations from the Development Code and other discussions relevant to the approval of the MSP. Non-variance related items previously discussed without issue in the first hearing have been omitted from the discussion below. If there are any questions regarding information not addressed in this staff report, staff will be available at the hearing to answer any questions.

Per the Development Code:

9-1-19-12A: POLICY 12 (ABSOLUTE) SIGNS: *All signs shall be in compliance with the provisions of the Breckenridge Sign Code. (Ord. 3, Series 2019).*

The Sign Code is under Title 9, Chapter 15, of the Town Code.

SIGN ALLOCATIONS AND PROPOSED SIGN OVERVIEW

Included in the packet was a Sign Allocation page (pg. 15 of the MSP) that outlined the various sign types, square footage allocations, and the location, either building or other area. This matrix articulates all existing and proposed signage and the building frontage starting and ending sign allowance. Below is an overview of the proposed permanent signage (see page 7 & 8 of the MSP):

Sign Type	Number of Signs Proposed	For details See
Campus ID Sign	1	Pg. 25
Projecting ID Sign	9	Pg. 19
Freestanding Directory Map	1	Pg. 22
Directional Wall Sign	1	Pg. 21
Tenant Wall Sign	1	Pg. 17
Gateway Monument with Tenant Directory	2	Pg. 23

The applicant is proposing fifteen (15) new permanent signs around the entire VAB development, including a new campus identification sign which will be 51.37 square feet and meets the criteria of Section K. 2. and 3. concerning oversized condominium and hotel signs. A visual graphic and location map of the proposed signage is on page 7 – 9 of the MSP.

VARIANCES FROM THE SIGN CODE

Per [9-15-13](#) of the Sign Code, variances are allowed but must follow the following:

- A. Variances Authorized; Standards: The Director may grant a variance from any of the regulations contained in this chapter, except the maximum allowed sign area.*
 - B. Approval Standards: The Director may grant a variance authorized by this section if the variance requested is required by special or unique hardship because of:*
 - 1. Exceptional narrowness, shallowness, or shape of the premises on which a sign is to be located; or*
 - 2. Exceptional topographic conditions or physical features uniquely affecting the premises on which the sign is to be located.*
- The Director may not grant a variance solely because the display of a sign would be more profitable or valuable if the variance were granted.*

The applicant is requesting a total of two (2) variances from the Development Code; both requests, regarding freestanding signs and gateway entrance monuments, were previously approved by the Town in former versions of the VAB MSP. Variance requests:

- 1. [9-15-20\(D\) Freestanding Signs](#). The applicant is proposing more than one freestanding sign, and the signs proposed are taller than ten feet (10').
- 2. [Policy 47 \(Absolute\) Fences, Gates And Gateway Entrance Monuments](#). The applicant is proposing two (2) archways over the western and eastern pedestrian accesses.

VARIANCE #1: FREESTANDING SIGNAGE

The applicant is requesting three (3) new freestanding sign installations to provide additional directional and wayfinding signage in separate locations. This proposal is subject to [9-15-20\(D\)](#) which reads as follows:

D. Freestanding Signs:

- 1. There shall be no more than one freestanding sign for each lot or building, except as otherwise provided in this chapter. (Emphasis added)*
- 2. A landscaped area equal to two (2) square feet for each one square foot of each side of a freestanding sign shall be maintained by the permit holder. Such area shall be kept in a neat and clean condition, free of trash, weeds, and rubbish.*
- 3. No freestanding sign outside the Conservation District shall exceed ten feet (10') in height. No freestanding sign within the Conservation District shall exceed eight feet (8') in height.*
- 4. No freestanding sign shall extend over or into a public right- of-way.*
- 5. A freestanding sign located in a project with an approved master sign plan containing three (3) or more buildings or development sites may exceed the twenty (20) square foot limit established by subsection [9-15-15G2](#) of this chapter. The*

maximum allowable size of any such sign shall be determined by the Director based upon the following criteria:

- a. The number of buildings or development sites within the project that is subject to the master sign plan;*
- b. The distance of such sign from any major arterial providing primary access to the project; and*
- c. The necessity of facilitating traffic circulation.*

Although this variance was previously approved, a reaffirmation is needed from the Planning Commission for the additional signage proposed within these amendments. The applicant is proposing three (3) signs: 1) freestanding directory map along the Park Avenue Right of Way, 2) a gateway entrance monument with tenant directory in between The Maggie and Shavano buildings, and 3) a gateway entrance monument with tenant directory above the eastern pedestrian access from Main Street Station, see Figure 1 & 2 below. As stated above, the Sign Code prohibits more than one (1) freestanding sign per lot. This code provision was intended for individual properties, and individual businesses, which does not apply in this situation. Additionally, the regulations prohibit freestanding signs taller than 10' outside of the Conservation District. As mentioned, this variance has been previously approved and the VAB currently has nine (9) existing freestanding signs in the form of directional, directory maps, and the existing gateway entrance monument, some of which exceed the 10' maximum.

Figure 1. Proposed Location and Conceptual Rendering of Directory Sign on S. Park Avenue ROW; see page 22 of MSP

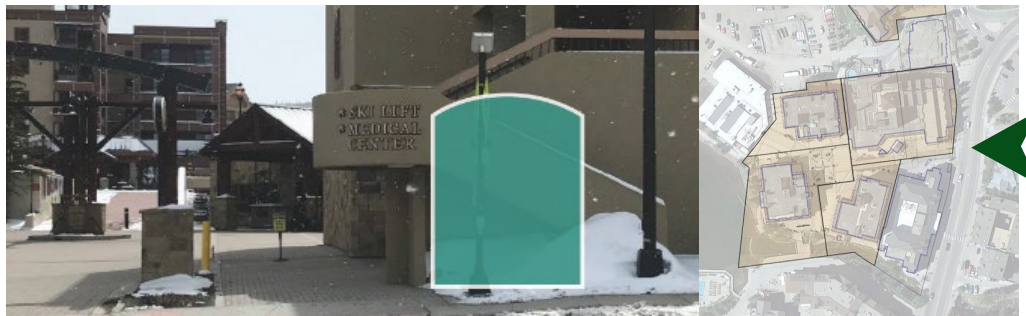


Figure 2. Proposed Location and Conceptual Rendering of the two (2) Gateway Entrance Monuments with Tenant Directory. See page 23 in the MSP.

Staff is supportive of the new installations and this support was affirmed by the Commission at the preliminary hearing. The proposed directory map along Park Avenue is a good addition as no directory exists on this exterior frontage of the development. Additionally, the two (2) proposed gateway entrance monuments help identify the complex from the east and west for both winter and summer guests. On the eastern side of the development, there is additional directional signage for the tenants located in the plaza at the top and bottom of the stairs. Staff wants to specify that the designs shown in the packet are for illustrative purposes only. A condition of approval was added to specify that all proposed freestanding signs require a Class D minor permit and Town approval prior to installation.

Although the proposed installations require a variance, staff believes the large and complex property can support more than one (1) freestanding sign with a greater vertical clearance to manage the volume of pedestrians during the winter and summer operations of the development. Staff supports the reaffirmation of granting this variance for the three (3) newly proposed sign installations that will provide additional directional and wayfinding information for guests and tenants of the VAB.

VARIANCE #2: GATEWAY ENTRANCE MONUMENT

The applicant is requesting two (2) additional gateway entrance monuments for identification signage along the eastern and western sides of the property. This proposal is regulated by [Policy 47 \(absolute\) Fences, Gates, and Gateway Entrance Monuments](#) which read as follows:

J. Gateway Entrance Monuments: Gateway entrance monuments within the Conservation District are prohibited. Outside the Conservation District, gateway entrance monuments may be allowed only when they meet the following criteria:

*1. Gateway entrance monuments shall be permitted only for residential subdivisions of five (5) or more lots, and for hotels and condominiums located outside of the Conservation District. **Such gateway entrance monuments shall not exceed eight feet (8') in height, and shall not exceed twenty feet (20') in length.** One monument is allowed to each side of the road or driveway at the entrance to the subdivision, with **up to two (2) monuments total at each vehicular entrance** to the subdivision. Entry monuments shall not be constructed in the public right-of-way. Such entrance monuments shall be constructed of natural materials, such as stone and/or wood, and may incorporate the subdivision entrance sign, under a separate permit. **Gateway entrance monuments shall not incorporate an arch or other structure over the road.** Privacy gates shall not be incorporated into the gateway entrance monument. **(emphasis added)***

A variance was previously approved in the 2010 amendment to the MSP for the existing archway near the main entrance off Park Avenue, but a reconfirmation and second variance approval is required due to the proposed installation not complying with the criteria of Policy 47 above. As discussed in the last section, the applicant is proposing two (2) gateway entrance monuments; 1) a gateway entrance monument with tenant directory in between The Maggie and Shavano buildings, and 2) a gateway entrance monument with tenant directory above the eastern pedestrian access from Main Street Station, see Figure 3 below. Clearly stated above, the sign code only allows for such freestanding installations to be located at vehicular entrances and does not allow the incorporation of an arch.

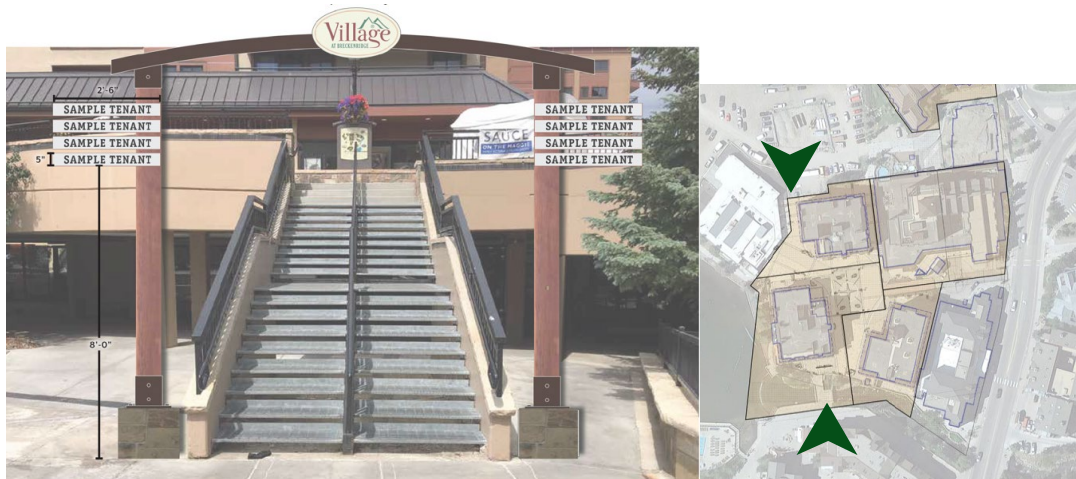


Figure 3. Proposed Location and Conceptual Rendering of the two (2) Gateway Entrance Monuments with Tenant Directory. See page 23 in the MSP.

Staff recommends using a similar approach to the previously discussed building frontage interpretation regarding the location of the archway being over pedestrian access rather than vehicular. Staff believes the pedestrian access from Main Street Station could be interpreted as a primary access considering the unique form and development pattern as well as the lack of street frontage the development has. Staff recognizes this access is utilized year-round by pedestrians navigating to the VAB from other developments on the eastern side, not only from Main Street Station. Staff finds the same interpretation for the archway proposed on the western side of the development considering the high pedestrian foot traffic in the winter season for access to the Breckenridge Ski Resort's Peak 9 base area. Additionally, staff does not have concerns about the proposed archway over either access since it is pedestrian rather than vehicular, but adequate vertical clearance can be maintained with the requested variance regarding height as well.

Staff recommends the approval of the requested variance from Policy 47 for the installation of the two (2) proposed gateway entrance monuments over the pedestrian access on the east and west sides of the property and this recommendation was supported by the Commission at the preliminary hearing. As previously mentioned, staff has added a condition of approval that all proposed freestanding signs require a Class D minor permit prior to installation which includes this installation.

Staff Recommendation

9-1-17-3: Point Analysis: As Policy 12, Signs, is an absolute policy and there is no related relative policy, no negative points were assigned and the project has a passing score of zero (0) points.

Staff recommends approval of the Village at Breckenridge Master Sign Plan Amendment and Variance Request, PL-2024-0507, granting variances from sections 9-15-20 (D), of the Town of Breckenridge Sign Code, and 9-1-19-47 of the Development Code, with a passing score of zero (0) points and the attached findings and conditions.

TOWN OF BRECKENRIDGE

Village at Breckenridge Master Sign Plan
Multiple Parcels
535 S. Park Avenue
PL-2024-0507

FINDINGS

1. The proposed project is in accord with the Development Code and does not propose any prohibited use.
2. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
4. This approval is based on the staff report dated **February 28, 2025** and findings made by the Planning Commission with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on **March 4, 2025** as to the nature of the project. In addition to Commission minutes, the audio of the meetings of the Commission are recorded.
6. Staff finds the Village at Breckenridge development is unique when compared to other commercial establishments in Town. Due to the complexity and size of the development, wayfinding and directional signage is necessary to ensure area guests find information across the development and are guided to the appropriate services and activities.
7. Staff finds the current count of freestanding signs to be nine (9) across the Village at Breckenridge Development.
8. Staff finds previous signage in existence and approved by separate plan case numbers and hearings may continue in perpetuity.
9. **The applicant may install a campus identification sign of approximately 51.37 square feet on the south side of Peak 9 Inn. The final design and placement of the sign will be subject to review and approval of a Class D Minor sign permit.**
10. **The applicant's request for a variance from the requirements of the Breckenridge Sign Code: 9-15-20(D) Freestanding Signs, is approved. The applicant is proposing more than one freestanding sign, and the signs proposed may be taller than ten feet (10').**
11. **The applicant's request for a variance from the requirements of the Breckenridge Development Code Policy 47 (Absolute) Fences, Gates And Gateway Entrance Monuments is approved. The applicant is proposing two (2) archways over the western and eastern pedestrian accesses.**

CONDITIONS

1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
2. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial

proceedings, may, if appropriate, issue a stop order requiring the cessation of work, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.

3. This permit expires eighteen (18) months from date of issuance, on **September 11, 2026**, unless a building permit has been issued and substantial construction pursuant thereto has taken place. In addition, if this permit is not signed and returned to the Town within 30 days from the permit mailing date, the duration of the permit shall be 18 months, but without the benefit of any vested property right.
4. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.
5. The signs shall be maintained in a sound condition and in a neat appearance.
6. If a sign no longer advertises a bona fide business conducted on the premises, it shall be removed within fourteen (14) days of the closing of such business.
7. Any lighting shall require staff approval at a minimum.
8. Any changes to the proposed square footages and/or location of any signs shall require submittal and approval of a new Master Sign Plan.
9. The location and uses of any remaining square footage not noted in the original Master Sign Plan shall require Planning Commission approval.
10. **All proposed permanent and/or freestanding signs complying with the current version of this Master Sign Plan require the submittal of a Class D Minor application and approval from the Town prior to installation.**
11. The temporary usage and/or display of commercial advertising signage requires the submittal of a Class D Minor application or Special Event Permit and approval from the Town prior to installation.
12. Applicant shall submit proof of ownership of the project site.
13. The development project approved by this Permit must be constructed in accordance with the plans and specifications, which were approved by the Town in connection with the Development Permit application. Any material deviation from the approved plans and specifications without Town approval as a modification may result in the Town pursuing appropriate legal action under the Town's development regulations.
14. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.



MASTER SIGN PLAN

FEBRUARY 2025



VICINITY MAP



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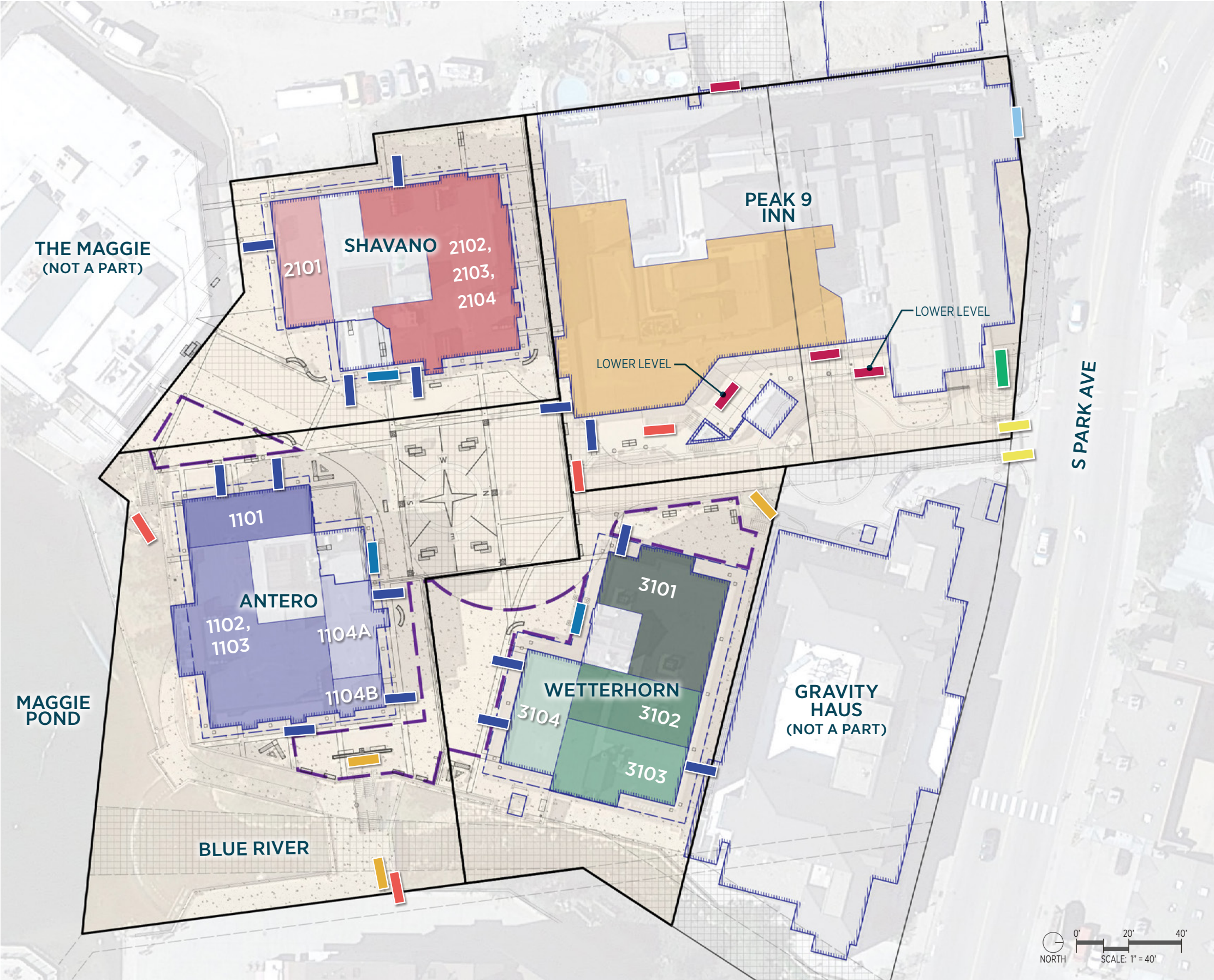
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EXISTING SIGNAGE



EXISTING SIGN PLAN - PLAZA



LEGEND

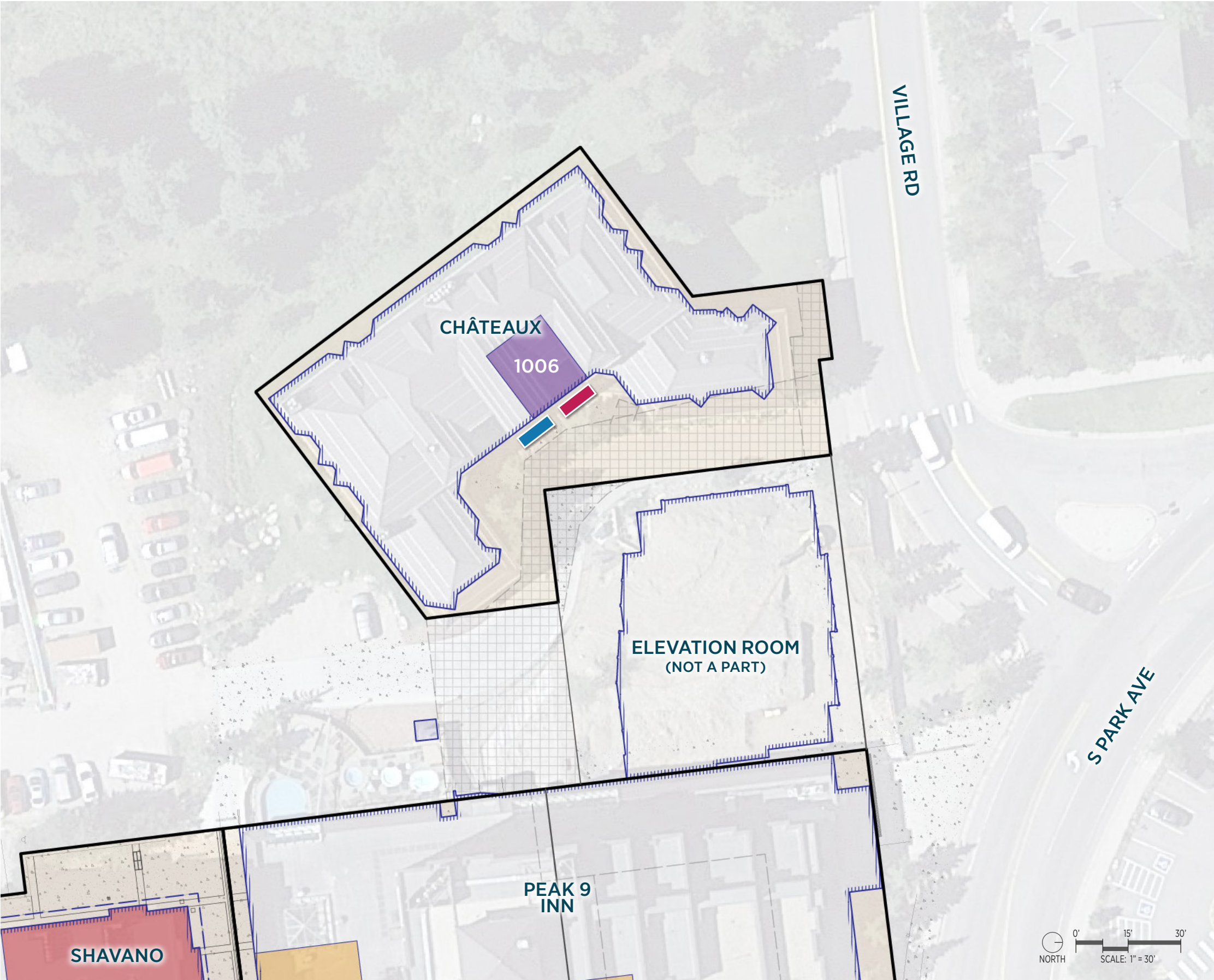
- PROPERTY LINE
- ACCESS EASEMENT
- 1101
- 1102
- 1103
- 1104 A, B
- 2
- 2101
- 2102, 2103, 2104
- 3101
- 3102
- 3103
- 3104
- STAIRS, STORAGE,
ELEVATOR, or CONDO
LOBBY SPACE

PROJECTING - TENANT IDENTITYWALL - DIRECTIONALWALL - BUILDING IDENTITYWALL - CAMPUS IDENTITYWALL - TENANT IDENTITYFREESTANDING - DIRECTIONALFREESTANDING - DIRECTORY MAPGATEWAY ENTRANCE MONUMENT

KEY MAP



EXISTING SIGN PLAN - CHÂTEAUX



LEGEND

- PROPERTY LINE
- ACCESS EASEMENT
- 1106
- STAIRS, STORAGE, ELEVATOR, or CONDO LOBBY SPACE
- WALL - TENANT IDENTITY
- WALL - BUILDING IDENTITY

KEY MAP

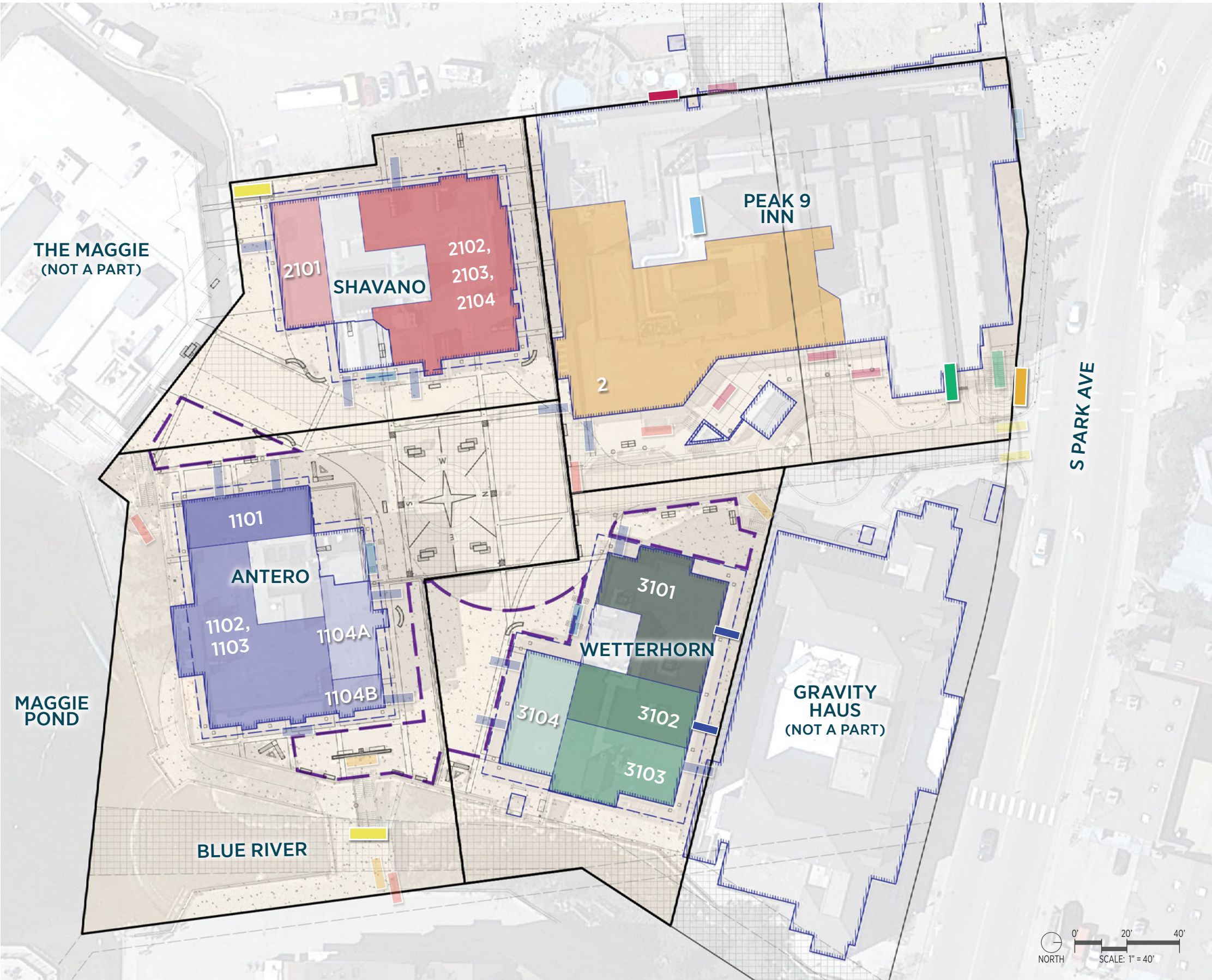


NOTES:
1. REGULATORY SIGNAGE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT COUNT TOWARDS RETAIL SIGN AREA.

PROPOSED SIGNAGE



PROPOSED SIGN PLAN - PLAZA



LEGEND

PROPERTY LINE

ACCESS EASEMENT

TEMPORARY GAMES

1101

1102

1103

1104 A, B

2

2101

2102, 2103, 2104

3101

3102

3103

3104

STAIRS, STORAGE, ELEVATOR, or CONDO LOBBY SPACE

PROJECTING - TENANT IDENTITY

FREESTANDING DIRECTORY MAP

WALL - DIRECTIONAL

WALL - CAMPUS IDENTITY

WALL - TENANT IDENTITY

GATEWAY MONUMENT WITH TENANT DIRECTORY

EXISTING PROJECTING - TENANT IDENTITY

EXISTING WALL - DIRECTIONAL

EXISTING WALL - BUILDING IDENTITY

EXISTING WALL - CAMPUS IDENTITY

EXISTING WALL - TENANT IDENTITY

EXISTING FREESTANDING - DIRECTIONAL

EXISTING FREESTANDING - DIRECTORY MAP

EXISTING GATEWAY ENTRANCE MONUMENT



PROPOSED SIGN PLAN - CHÂTEAUX



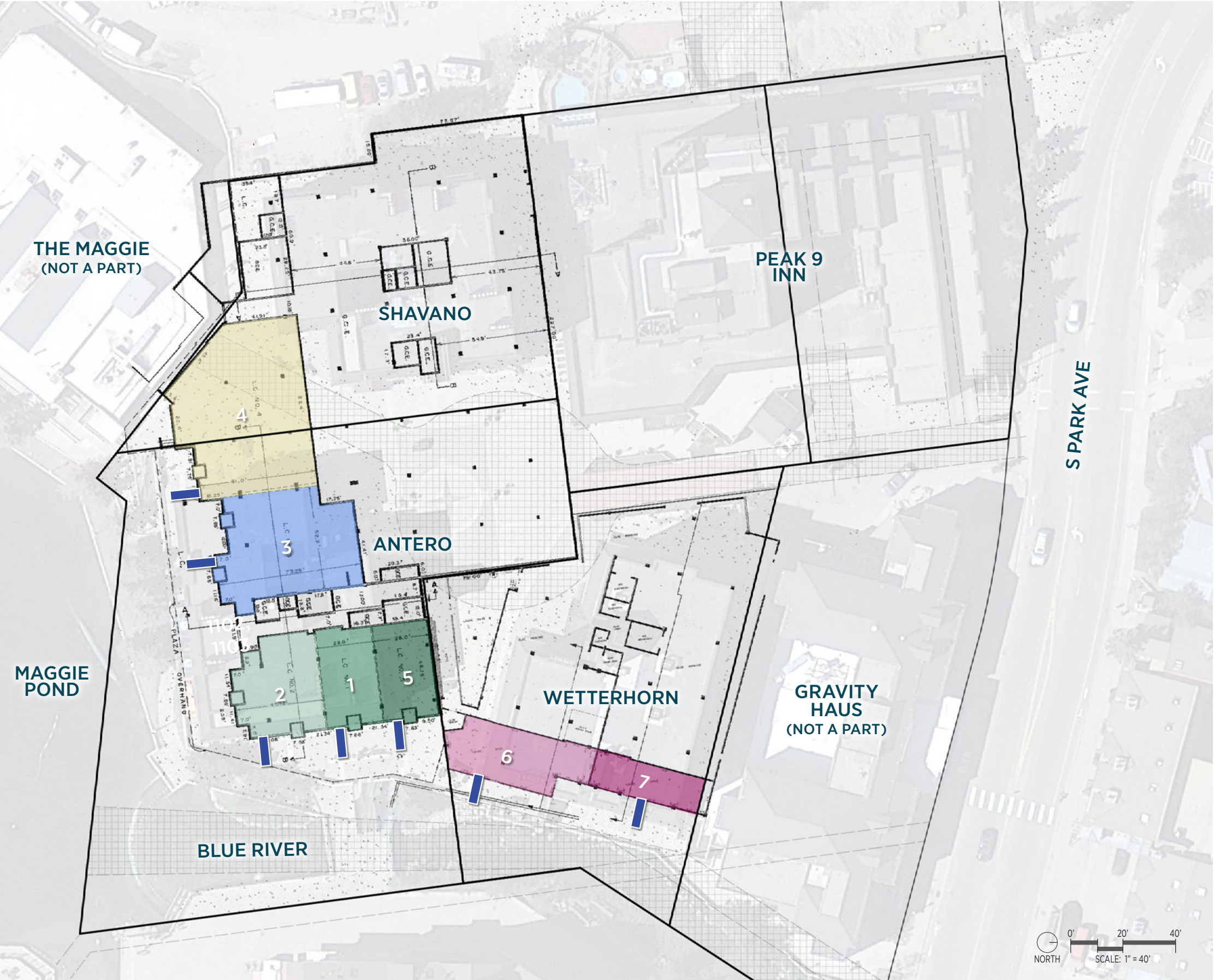
LEGEND

- PROPERTY LINE
- ACCESS EASEMENT
- 1106
- STAIRS, STORAGE, ELEVATOR, or CONDO LOBBY SPACE
- EXISTING WALL - TENANT IDENTITY
- EXISTING WALL - BUILDING ID LETTERS

KEY MAP



PROPOSED SIGN PLAN - BLUE RIVER CORRIDOR



LEGEND

- PROPERTY LINE
- ACCESS EASEMENT
- UNIT 1
- UNIT 2
- UNIT 3
- UNIT 4
- UNIT 5
- UNIT 6
- UNIT 7
- PROPOSED WALL/ PROJECTING SIGN QTY: 7

KEY MAP



SIGNAGE ALLOWANCES



SIGNAGE ALLOWANCE - PLAZA



LEGEND

- PROPERTY LINE
- ACCESS EASEMENT
- FRONTAGE

SIGN ALLOWANCE

BUILDING	LINEAR FRONTAGE (FEET)	ALLOWED SIGN AREA (66% OF FRONTAGE)
Antero	326	215.16
Shavano	345	227.70
Wetterhorn	343	226.38
Peak 9 Inn	587	387.42
Chateaux	262	172.92
Blue River Corridor	464	306.24
Total	2,327	1,535.82

KEY MAP



SIGNAGE ALLOWANCE - CHÂTEAUX



LEGEND

- PROPERTY LINE
- ACCESS EASEMENT
- FRONTAGE

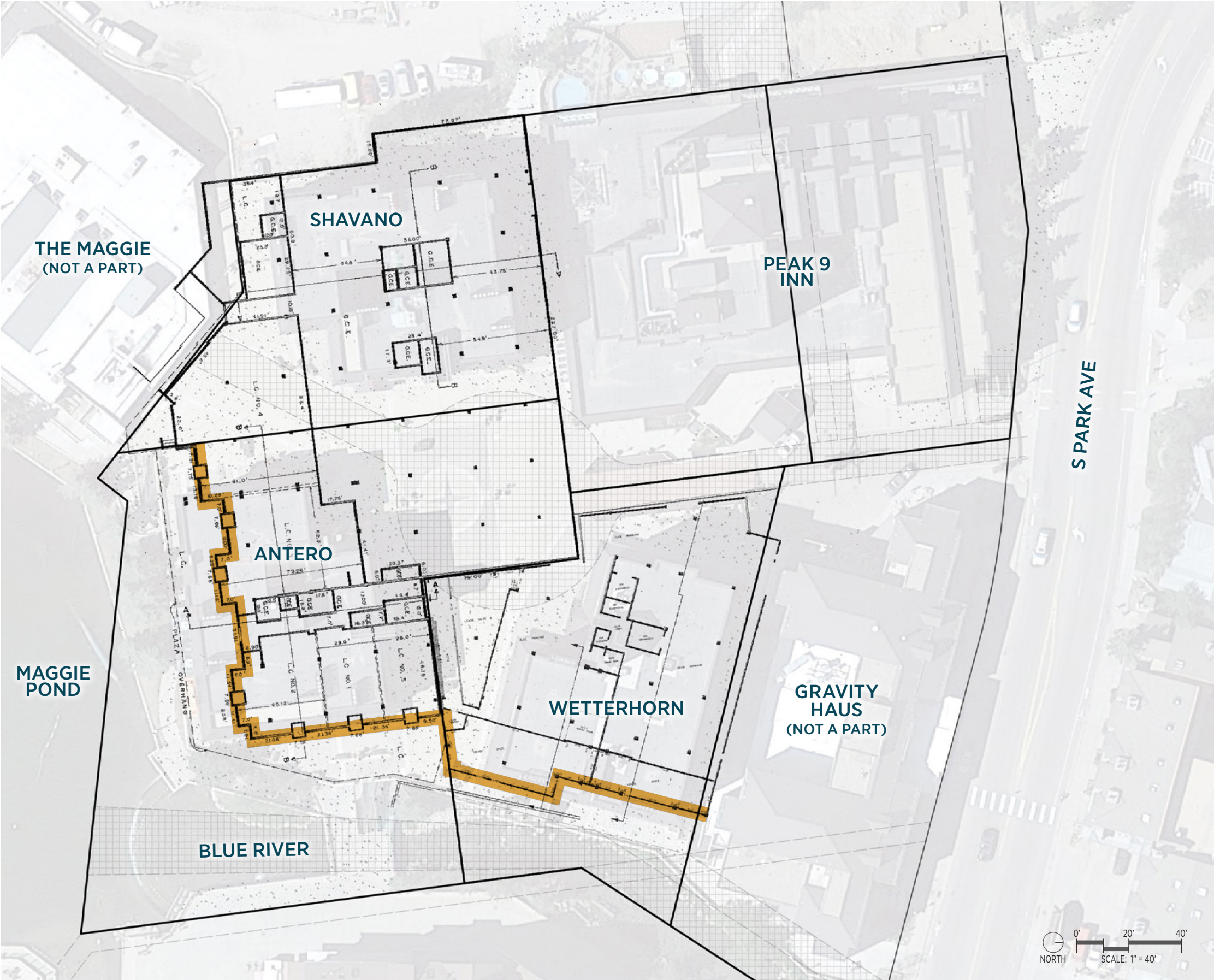
SIGN ALLOWANCE

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Antero	326	215.16
Shavano	345	227.70
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Peak 9 Inn	587	387.42
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Blue River Corridor	464	306.24
Total	2,327	1,535.82

KEY MAP



SIGNAGE ALLOWANCE - BLUE RIVER CORRIDOR



LEGEND

- PROPERTY LINE
- ACCESS EASEMENT
- FRONTAGE

SIGN ALLOWANCE

BUILDING	LINEAR FRONTAGE (FEET)	ALLOWED SIGN AREA (66% OF FRONTAGE)
Antero	326	215.16
Shavano	345	227.70
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Blue River Corridor	464	306.24
Total	2,327	1,535.82

KEY MAP



SIGN ALLOCATIONS



SIGN ALLOCATIONS

ANTERO BUILDING			
UNIT #	CURRENT TENANT	SIGN TYPE	SIGN AREA (SQ. FT.)
1101	BRECKENRIDGE SKI & RIDE SCHOOL & TICKET OFFICE	(1) PROJECTING	16.68
		(1) PROJECTING	16.68
1102, 1103	SAUCE ON THE MAGGIE	(1) PROJECTING	16.68
		(1) WALL PANEL	16.68
1104A, 1104B	ROCKET FIZZ	(1) PROJECTING	16.68
BUILDING IDENTITY	ANTERO ID	(1) WALL LETTERS	6.00
TOTAL ANTERO			89.40
SHAVANO BUILDING			
UNIT #	CURRENT TENANT	SIGN TYPE	SIGN AREA (SQ. FT.)
2101	CHRISTY SPORTS	(1) PROJECTING	16.68
		(1) PROJECTING	16.68
2102, 2103, 2104	ST. ANTHONY MEDICAL CENTER	(1) PROJECTING	16.68
		(1) PROJECTING	16.68
BUILDING IDENTITY	SHAVANO ID	(1) WALL LETTERS	7.00
TOTAL SHAVANO			73.72
WETTERHORN BUILDING			
UNIT #	CURRENT TENANT	SIGN TYPE	SIGN AREA (SQ. FT.)
3101	VAIL RESORTS RETAIL BREEZE SKI & BOARD RENTALS	(1) PROJECTING	16.68
		(1) PROJECTING	16.68
3102	VACANT	(1) PROJECTING	16.68
3103	VAB BLUE RIVER MEETING ROOM	(1) PROJECTING	16.68
3104	VAIL RESORTS RETAIL & VAB OFFICES	(1) PROJECTING	16.68
		(1) PROJECTING	16.68
BUILDING IDENTITY	WETTERHORN ID	(1) WALL LETTERS	10.00
TOTAL WETTERHORN			110.08
PEAK 9 INN			
UNIT #	CURRENT TENANT	SIGN TYPE	SIGN AREA (SQ. FT.)
2	BRECK SPORTS	(1) PROJECTING	16.68
		(1) PROJECTING	16.68
N/A - BUILDING ENTRANCE	LEISURE & HEALTH CLUB	(1) WALL	16.68
N/A - BUILDING ENTRANCE	LOBBY & CONFERENCE SPACE	(1) WALL	16.68
		(1) WALL	16.68
N/A - NORTH WALL	VAB	(1) WALL - campus identity	98.00
N/A - LOWER LEVEL	VAB	(1) WALL - guest checkin	16.68
N/A - LOWER LEVEL	VAB	(1) WALL	16.68
N/A - LOWER LEVEL	VAB	(1) WALL	16.68
N/A - STAIRCASE ON S. PARK AVENUE	N/A	(1) WALL	20.00
N/A - GARAGE ENTRANCE	VAB	(1) WALL	20.00
N/A - SOUTH 6TH LEVEL	VAB	(1) WALL - campus identity	51.37
TOTAL PEAK 9 INN			322.81

SIGN ALLOCATIONS

CHÂTEAUX			
UNIT #	CURRENT TENANT	SIGN TYPE	SIGN AREA (SQ. FT.)
1006	VAB HOA OFFICE	(1) PROJECTING	16.68
BUILDING IDENTITY	CHÂTEAUX ID	(1) WALL LETTERS	10.00
TOTAL CHÂTEAUX			26.68
BLUE RIVER CORRIDOR			
UNIT #	CURRENT TENANT	SIGN TYPE	SIGN AREA (SQ. FT.)
1	SKI SCHOOL	(1) PROJECTING	16.68
2	BRECKENRIDGE HOSPITALITY	(1) PROJECTING	16.68
3	VACANT	(1) PROJECTING	16.68
4	VACANT	(1) PROJECTING	16.68
5	VACANT	(1) PROJECTING	16.68
6	VACANT	(1) PROJECTING	16.68
7	VACANT	(1) PROJECTING	16.68
TOTAL PARKING LEVEL			116.76
FREESTANDING SIGNAGE			
GATEWAY MONUMENT (S. PARK ENTRANCE - WEST SIDE)			16.68
GATEWAY MONUMENT (S. PARK ENTRANCE - EAST SIDE)			16.68
GATEWAY MONUMENT WITH TENANT DIRECTORY (BLUE RIVER STAIRWAY) - ID PANEL			16.68
TENANT ID PANELS (8 PANELS, 1.04 SF EACH)			8.32
GATEWAY MONUMENT WITH TENANT DIRECTORY (SHAVANO SW CORNER) - ID PANEL			16.68
TENANT ID PANELS (8 PANELS, 1.04 SF EACH)			8.32
DIRECTORY (4 SIGNS, 20 SF EACH)			80.00
DIRECTIONAL (4 SIGNS, 30 TOTAL TENANT ID PANELS, 1.04 EACH)			31.20
TOTAL FREESTANDING			194.56
GRAND TOTAL			934.01
TOTAL SIGN ALLOWANCE			1,535.82
RESERVE SQUARE FOOTAGE			601.81

NOTES:

1. All signage approved with this Master Sign Plan must be specifically reviewed and approved with a separate development permit prior to the installation of any signage (Class D Minor / Sign Permit).
2. All designs and images are shown for illustrative purposes only. Final design subject to change.
3. All colors and materials shall be in character and harmony of existing campus signage and architecture. Final designs shall be compliant with Town of Breckenridge Code.

SIGNAGE DESIGN & SPECIFICATIONS



WALL SIGN - TENANT IDENTIFICATION



ELEVATION: Tenant Sign Types A&B (option 1 shown with standard Goudy Oldstyle Bold)

CONSTRUCTION

- 1. Tenant Sign with standard project typeface (for tenants with no logo).
- 2. All text to be centered in ellipse shape.
- 3. SIGN FRAME: 2" square aluminum tubing painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.).
- 4. TENANT SIGN: 1" carved wood or sign foam (with wood grain texture) to be inset into sign frame. Tenant panel background and logo colors to be approved by VABHOA.
- 5. ILLUMINATION (not shown): External spot illumination. Must be downlight(s) mounted perpendicular to sign panel face on the underside of overhang. Each sign may include (3) LED light fixtures on top frame portion. Neon or blinking lights are prohibited.
- 6. This sign type is single-sided (parallel to storefront). TOTAL SIGN AREA: 5.66 sq.ft.

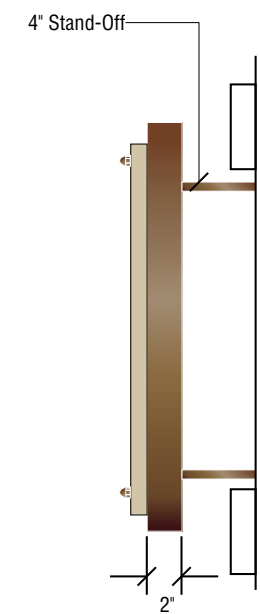
NOTES:
1. SIGN DESIGN BY OTHERS.
2. MORE INFORMATION PROVIDED IN THE VILLAGE AT BRECKENRIDGE SIGN PROGRAM.

WALL SIGN - TENANT IDENTIFICATION



Logo shown is not actual and shown for position only. Logo to be centered in ellipse shape.

ELEVATION: Tenant Sign Type D (shown with typical tenant logo)



SIDE ELEVATION: Tenant Sign Type D

CONSTRUCTION

- 1. SIGN FRAME: 2" square aluminum tubing painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.).
- 2. TENANT SIGN: 1" carved wood or sign foam (with wood grain texture) to be inset into sign frame. Tenant panel background and logo colors to be approved by VABHOA.
- 3. ILLUMINATION (not shown): External spot illumination. Must be downlight(s) mounted perpendicular to sign panel face on the underside of overhang. Each sign may include (3) LED light fixtures on top frame portion. Neon or blinking lights are prohibited.
- 4. This sign type is single-sided (parallel to storefront). TOTAL SIGN AREA: 5.66 sq.ft.

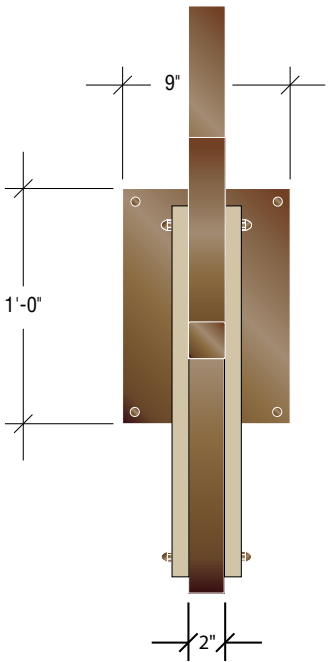
NOTES:
1. SIGN DESIGN BY OTHERS.
2. MORE INFORMATION PROVIDED IN THE VILLAGE AT BRECKENRIDGE SIGN PROGRAM.

PROJECTING SIGN - TENANT IDENTIFICATION



Logo shown is not actual and shown for position only. Logo to be centered in ellipse shape.

ELEVATION: Tenant Sign Type C (shown with typical tenant logo)

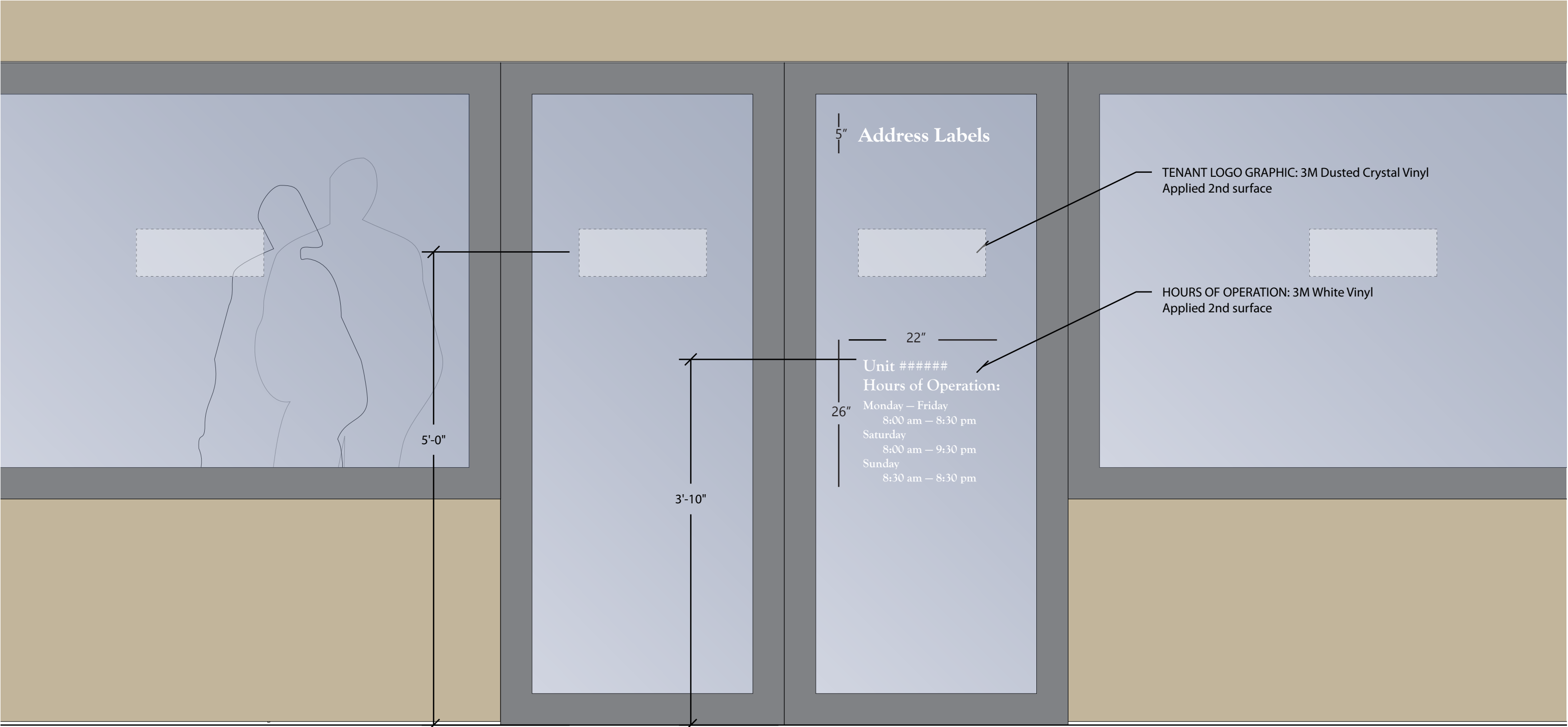


SIDE ELEVATION: Tenant Sign Type C

CONSTRUCTION

1. MOUNTING COVER: 1" deep fabricated aluminum mounting plate painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.) with matching exposed acorn fasteners. Mounts to existing wall.
2. SIGN CONNECTION: 2" aluminum square tubing painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.) and welded to armature. Eased edges.
3. ARMATURE: 2" square aluminum tubing painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.).
4. END CAP: 2" square end cap with 1/2" reveal painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.).
5. SIGN FRAME: 1" square aluminum tubing (X2) sandwiched together with a 1/4" aluminum sheet in between (painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.)).
6. TENANT SIGN: 1" carved wood or sign foam (with wood grain texture) to be inset into sign frame. Tenant panel background and logo colors to be approved by VABHOA.
7. ILLUMINATION (not shown): External spot illumination-each face. Must be downlight(s) per Town lighting code. Mount perpendicular to sign panel face on the underside of overhang. Each sign may include (3) LED light fixtures on top frame portion. Neon or blinking lights are prohibited.
8. This sign type is double-sided (perpendicular to storefront). TOTAL SIGN AREA: 16.68 sq.ft.

NOTES:
1. SIGN DESIGN BY OTHERS.
2. MORE INFORMATION PROVIDED IN THE VILLAGE AT BRECKENRIDGE SIGN PROGRAM.



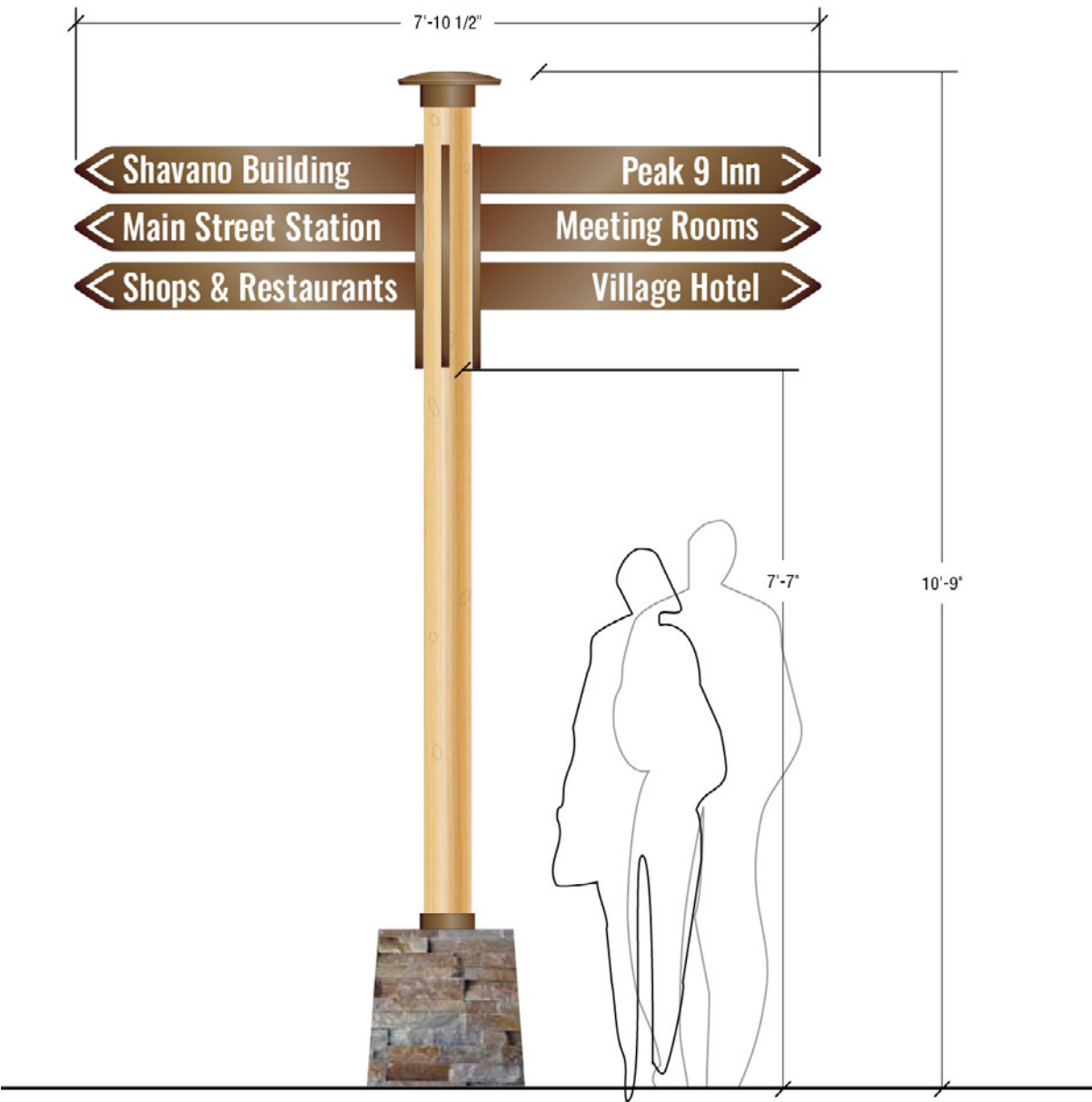
Per 9-15-15D of Town Code:
Window Signs: In addition to the signage allowed by subsection B of this section, each business in a commercial use property may display a maximum of four (4) window signs, whether such signs are temporary (not paper) or permanent. The total area of all allowed window signs, both temporary and permanent, shall not exceed five (5) square feet in area.

ELEVATION: Sign Type E, TENANT Window Graphics
Scale: 1"=1' 0"
Font to be Goudy Old Style

- NOTES:**
- 1. SIGN DESIGN BY OTHERS.
 - 2. ALL WINDOW SIGNS TO ADHERE TO TOWN OF BRECKENRIDGE SIGN CODE.

WAY-FINDING SIGN - DIRECTIONAL

PEDESTRIAN



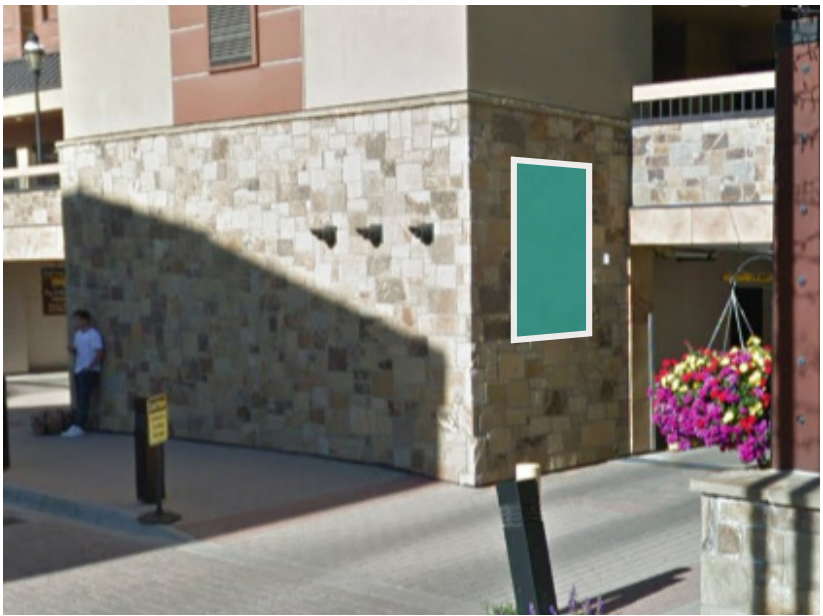
CONSTRUCTION

1. SIGN FRAME: Post is rough sawn cedar treated with Penofin stain. Bases are stone veneer (Canyon Quarry). Directional arms are fabricated wood or HDU foam (1" thick). Paint all sides MAP metallic paint to match bronze.
2. TENANT INFORMATION: All text/arrows is 3M adhesive die-cut vinyl. Font to be Goudy Old Style.
3. This sign type is double-sided. SINGLE TENANT SIGN AREA: 1.04 SF

LOCATION CONSIDERATIONS:

- Locations to be placed adjacent high traffic areas to limit the flow of pedestrians.
- Signs should be placed where directional sight lines limit guests ability to see target destinations.

VEHICULAR



CONSTRUCTION

1. Vehicular way-finding signage requires lettering to maintain a certain minimum size for letter height in order to ensure legibility at a distance and in turn, safety for drivers reliant upon the signage for directional instructions.
2. Sign to be fabricated wood or HDU foam with metallic paint to compliment architecture.
3. 20 square feet of sign area allotment.

KEY MAP



LEGEND:

- PEDESTRIAN
- VEHICULAR

NOTES:

1. Sign design by others.
2. Design dimensions are approximate.
3. Image shown is conceptual. Final design subject to change.
4. All colors and materials shall be in character and harmony of existing campus signage and architecture. Final designs shall be compliant with Town of Breckenridge Code.
5. Sign location and design are conceptual and subject to change.
6. Design shown is for illustrative purposes only..

WAY-FINDING SIGN - DIRECTORY



CONSTRUCTION

- 1. SIGN FRAME: Base is stone veneer (Canyon Quarry), Directory to be fabricated wood or HDU foam. Paint all sides MAP metallic paint to match bronze. Directory case. Clear lexan lockable case-Double-sided.
- 2. LOGO: Logo is cast bronze plaque.
- 3. TENANT INFORMATION: All text/arrows is 3M adhesive die-cut vinyl. Directory map and listing are high resolution digital print laminated to rigid substrate.
- 4. ILLUMINATION (not shown): External spot illumination. Must be downlight(s) mounted perpendicular to sign panel face on the underside of overhang. Each sign may include (3) LED light fixtures on top frame portion. Neon or blinking lights are prohibited.
- 5. This sign type can be double-sided. Back of Directory to be used for posting Village at Breckenridge events.
- 6. 20 square feet of sign area allotment.



LOCATION CONSIDERATIONS:

- Due to the need for appropriate lettering sizing for legibility, the signage may need flexibility in overall sizing to accommodate the number of tenants and length of wording per tenant.
- Physical sign locations take into consideration appropriate positioning of the signage for drivers to make direction-based decisions in a safe manner.

NOTES:

- 1. Sign design by others.
- 2. Design dimensions are approximate, and based off scaled photography.
- 3. Images shown are conceptual. Final design subject to change.
- 4. All colors and materials shall be in character and harmony of existing campus signage and architecture. Final designs shall be compliant with Town of Breckenridge Code.
- 5. Sign location and design are conceptual and subject to change.
- 6. Design shown is for illustrative purposes only.
- 7. A maximum of 12 businesses can be shown on one sign.
- 8. Existing "Ski Lift" directional wall sign will change with future staircase realignment under a separate application. Relocation and amendment of ths Master Sign Plan shall occur with a future Class D Minor application.



KEY MAP



GATEWAY MONUMENT WITH TENANT DIRECTORY

Concept Drawing - Archway Directory / Tenant Listings



DESIGN CONSIDERATIONS:

- Design concept proposes tenant names on either side of the arch posts which will assists in bringing guests up into the space in a more welcoming and aesthetically pleasing way. All signs to be made from wood or HDU foam to match existing way-finding directional arms. All colors and materials shall be in character and harmony of existing campus signage and architecture. Design will be compliant with Town of Breckenridge Code.
- CAMPUS IDENITY SIGN: 16.68 SF
- SINGLE TENANT SIGN AREA: 1.04 SF
TOTAL TENANT SIGN AREA (8): 8.32 SF

KEY MAP



NOTES:

1. Sign design by others.
2. Archway design is conceptual and subject to change
3. Sign location and design are conceptual and subject to change. Design shown is for illustrative purposes only. Final location to maintain adequate pedestrian circulation and mobility.

EXISTING GATEWAY MONUMENT

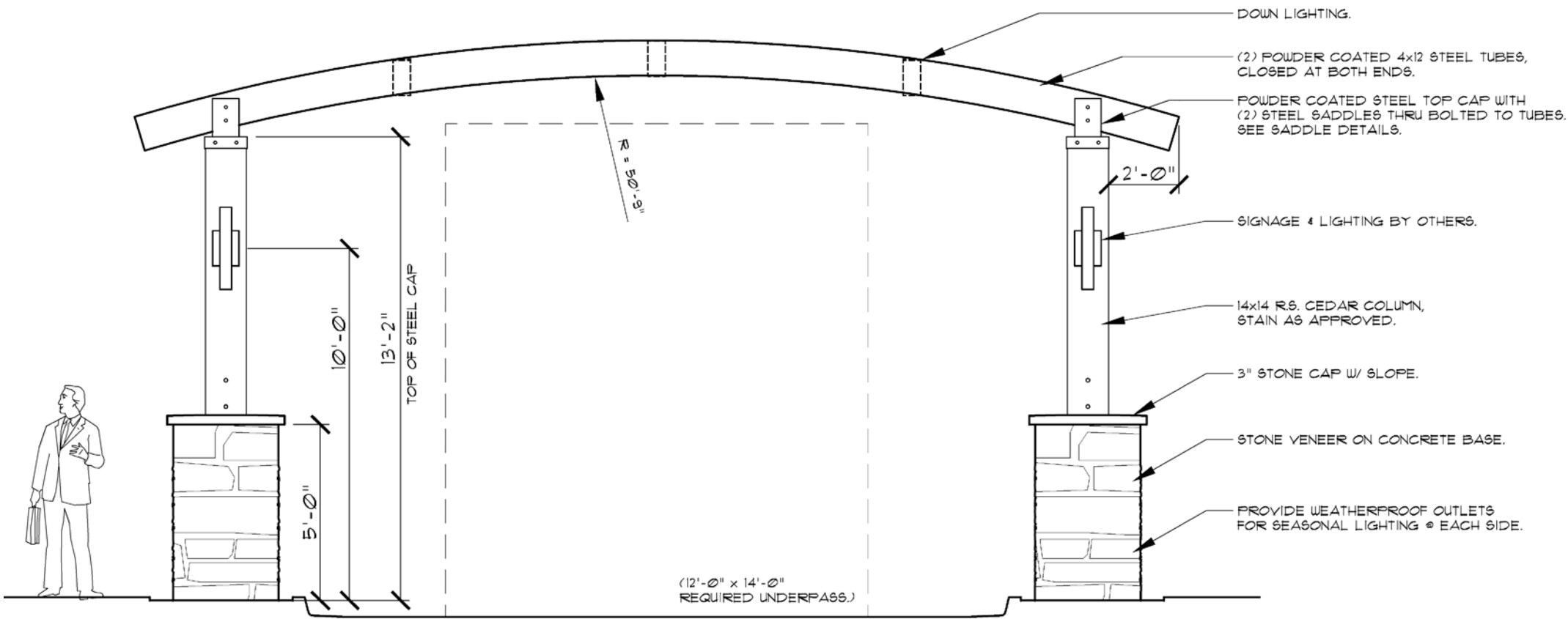
South Park Avenue Entrance



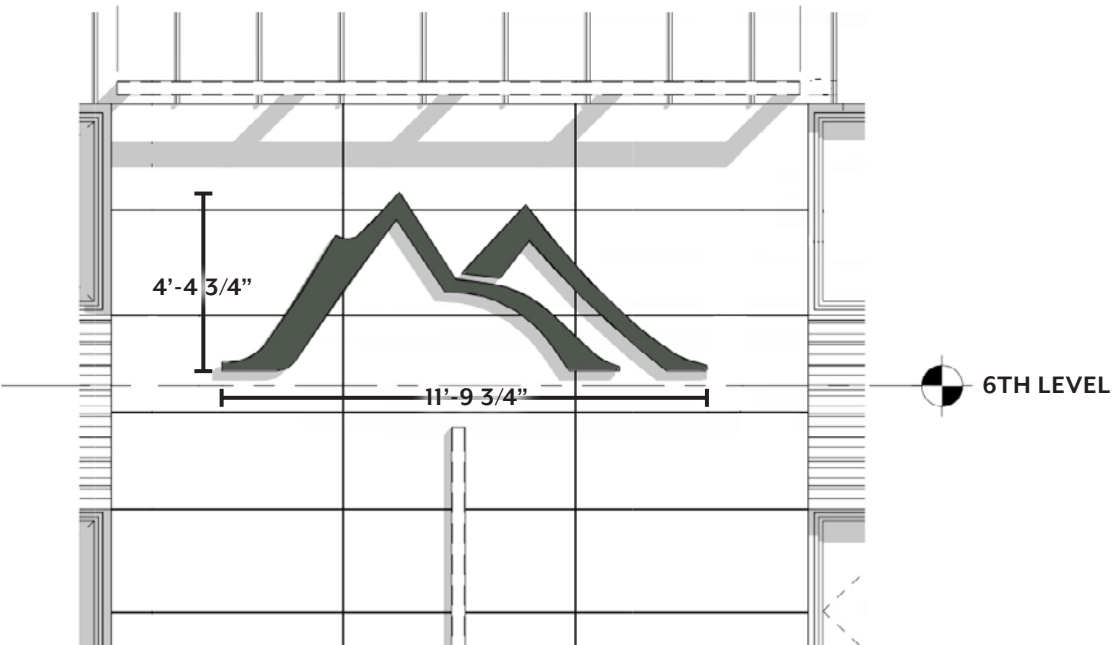
EXISTING DESIGN:

- STONE VENEER ON CONCRETE BASE
- CEDAR COLUMN TREATED WITH STAIN
- POWDER COATED STEEL TUBE AND BRACKETS
- TWO CAMPUS IDENTITY SIGNS WITH 16.68 SQUARE FEET OF AREA EACH

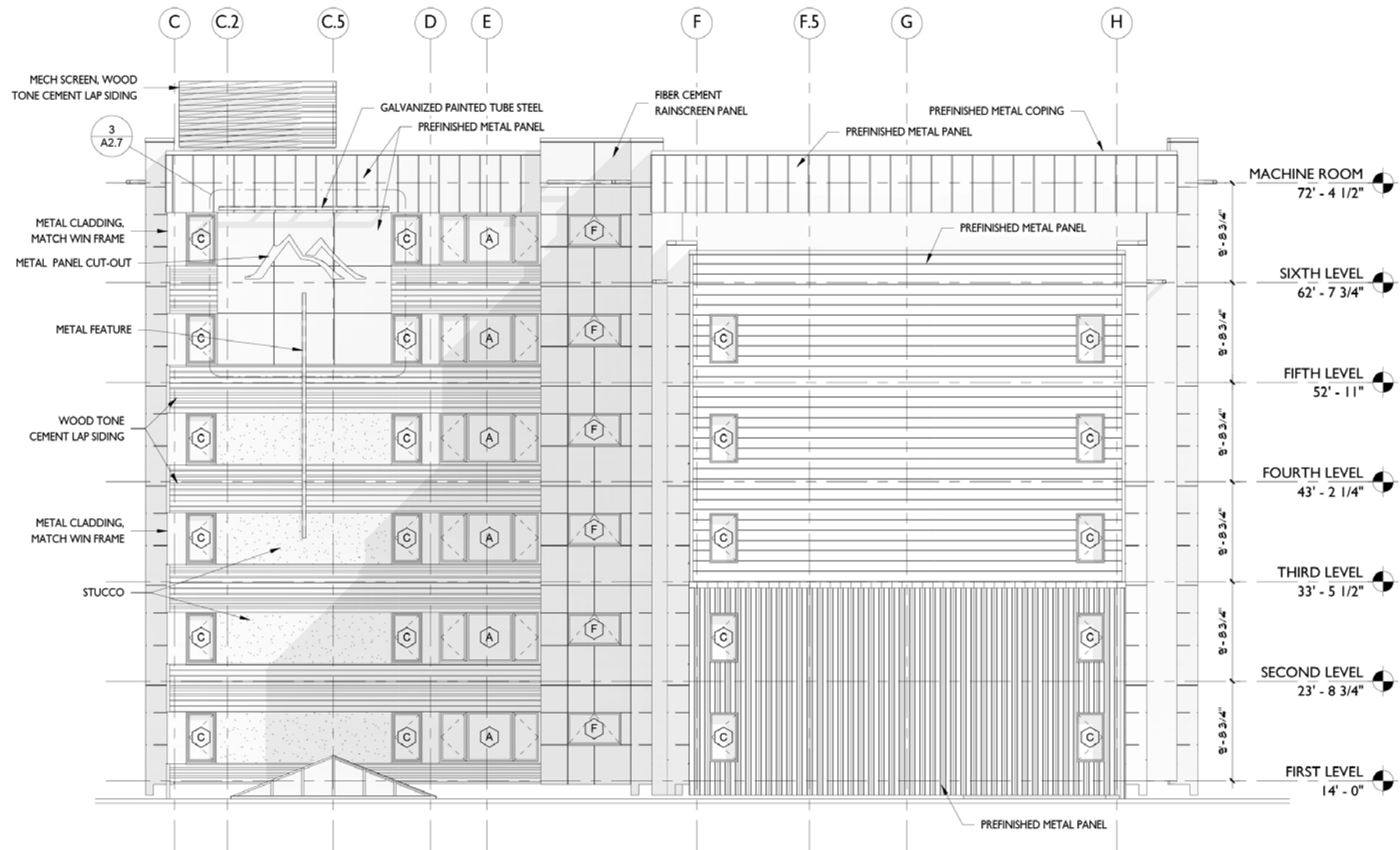
KEY MAP



CAMPUS IDENTITY SIGN



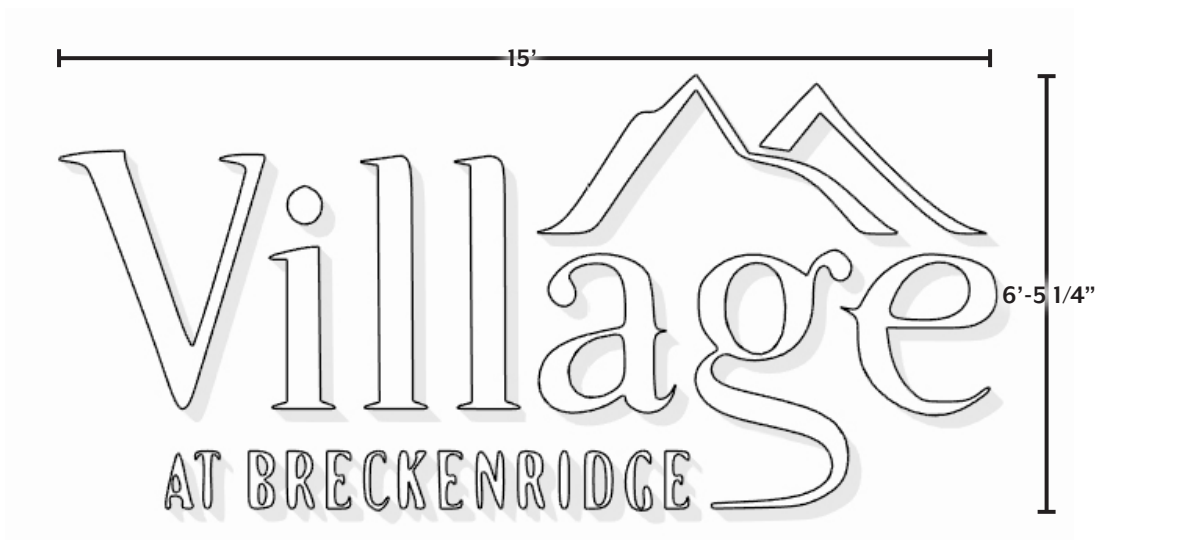
- NOTES:**
- 1. Sign design by others.
 - 2. Design dimensions are approximate.
 - 3. Design and images shown are conceptual and final design is subject to change.
 - 4. Colors and materials shall be in character of the Peak 9 Inn building.
 - 5. Final design shall be compliant with Town of Breckenridge Code and is subject to Sign Code Section 9-15-20(K).
 - 6. Wood or HDU foam campus logo.
 - 7. Wood grain metal letters.
 - 8. Halo lighting compliant with Town dark sky lighting standards.



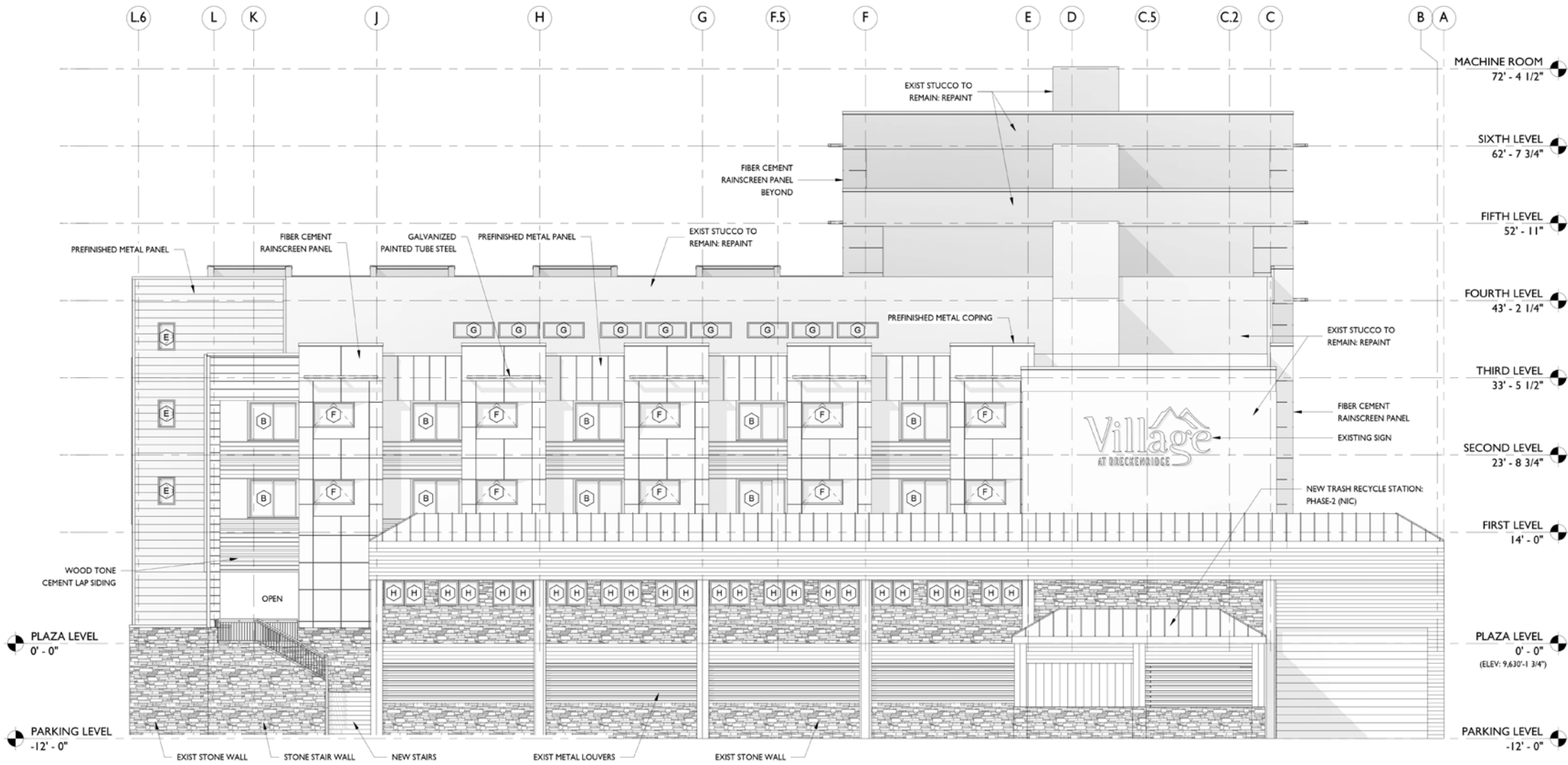
KEY MAP



EXISTING CAMPUS IDENTITY SIGN



- NOTES:**
- 1. Design dimensions are approximate.
 - 2. Halo lighting compliant with Town dark sky lighting standards.
 - 3. Aluminum material with approximatley 98 square feet.
 - 4. Sign approval Plan Case No. 2010057.



KEY MAP



KEY MAPS

KEY MAP ANTERO



KEY MAP SHAVANO



KEY MAP WETTERHORN



KEY MAP PEAK 9 INN



KEY MAP CHÂTEAUX



KEY MAP PARKING LEVEL



Planning Commission Staff Report

Subject: The Imperial Hotel & Private Residences (Parcel 4) and Cucumber Gulch Preserve Preventative Maintenance Area (PMA) Variance (Class A, Second Preliminary Hearing; PL-2024-0475)

Proposal: Construct a mixed-use hotel, condominium, townhome, and commercial development at the base of Peak 8, “The Imperial Hotel & Private Residences.” The project will consist of 36 hotel units, 59 condominium units with 76 lock-offs (23 whole ownership with 22 lock-offs and 36 fractional ownership with 54 lock-offs), and 9 townhome units. The project will include guest amenities and commercial areas: resort guest services, market, restaurant, bar, commercial kitchen, pools and spas, arcade, theaters, etc. Space is also allocated to provide administrative offices for Vail Summit Resorts, Inc. (VSRI) and program area for the Breckenridge Outdoor Education Center (BOEC). Parking will be located in an underground garage. The project also includes required drainage improvements and infrastructure to maintain water quality within the Cucumber Gulch Preserve and Preventative Management Area (PMA).

The project’s drainage facility is within the Cucumber Gulch Preventative Management Area (PMA) established by the Cucumber Gulch Preserve Overlay Protection District Ordinance. (No. 9 Series 2000 which is also enforced under the Development Code Policy 2, Absolute, Land Use Guidelines). During construction, all activity will be monitored as directed by the Ordinance.

Date: February 27, 2025 (For meeting of March 4, 2025)

Project Planner: Sarah Crump, AICP, Planner III

Owner: P8E Grandview, LLC (recent acquisition from LC Breckenridge Holdco, LLC)

Applicant/Agent: Graham Frank, P8E Grandview, LLC, (Breckenridge Grand Vacations)

Architect: Bill Campie, Principal, DTJ Designs

Address: 1599 Ski Hill Road

Legal Description: Lot 4, Peak 8 Subdivision, Filing 1

Site Area: 181,925 sq. ft., 4.1764 acres

Land Use District: Development is subject to the Ninth Amendment to the Amended Peak 7 & 8 Master Plan, PL-2024-0117, and the development agreement between the Town of Breckenridge and Breckenridge Grand Vacations.

Underlying Land Use District:
LUD 39 Residential, Lodging—SFR, Duplex, Townhomes, Condominiums, Condo-hotels, Hotels and Lodges at 4 UPA

Site Conditions: The building is to be located at the current ski resort administration building site, between One Ski Hill Place and the Four O’Clock subdivision. The Cucumber Gulch Preserve and Preventative Management Area (PMA) is to the north of the development site. None of the project site is within the PMA or the Cucumber Gulch Overlay Protection District. The site

was previously cut and benched for construction of Ski Hill Road and the ski resort administration building. An existing stand of evergreen trees lines the eastern property boundary. The site has numerous existing buried utility lines.

Adjacent Uses: North: Ski Hill Road, Cucumber Gulch Preventative Management Area
 East: Boulder Ridge and Four O’Clock Single-family Residential Subdivisions
 South: Peak 8 Ski Area
 West: One Ski Hill Place

Allowed Density: Per the Ninth Amendment to the Peak 7 & 8 Master Plan:

TDRs: 74.2 Additional SFEs were transferred from the Gondola Lot Master Plan to Planning Area B on Peak 8 Base in 2025 per the development agreement and master plan amendment; these SFEs may be applied to any use.

Density Allowed:

Residential	127.60 SFEs
Commercial	11.00 SFEs
Guest services	7.20 SFEs
<u>Flexible for any use</u>	<u>74.20 SFEs</u>
Total	220.00 SFEs

Note: The amended Master Plan states that the above remaining allowed densities are only suggested allocations of each use.

Density Proposed:

Townhomes	21.06 SFEs
Hotel	11.61 SFEs
Condominiums	99.40 SFEs
Commercial	17.53 SFEs
Amenities overage	1.86 SFEs*
Guest services	3.05 SFEs
<u>Common/Support/Circulation</u>	<u>65.34 SFEs</u>
Total	219.85 SFEs

Note: Per the development agreement, the underground parking area square footage does not count as density.

Amenities Required:

(1/35 of proposed residential density): 4,829 sq. ft.
 Proposed Amenities: *31,205 sq. ft. (646% above required [600% allowed without a density allocation per master plan]); additional 46% (2,232 sq. ft.) amenities or 1.86 SFEs counted toward proposed density in table above.

**Note: Per the Master Plan, meeting and conference facilities or recreation and leisure amenities over and above that required in subsection 9-1-19:24 (Absolute) of the Breckenridge Town Code, in effect on the date of approval of this Amendment, shall not be assessed against the density and mass of a project when the facilities or amenities are legally guaranteed to remain as meeting and conference facilities or recreation and leisure*

amenities and they do not equal more than 600% of the area required under said subsection 9-1-19:24 (Absolute).

Height:	Per LUD 39 and Master Plan:	62'-00" (five stories)
	Proposed Height:	72'-11" (-10 points)
Lot Coverage:	Building / non-Permeable:	71,745 sq. ft. (39.4% of site)
	Hard Surface / non-Permeable:	53,817 sq. ft. (29.6% of site)
	Open Space / Permeable Area:	56,363 sq. ft. (31.0% of site)
Parking:	Residential (per master plan)	142 spaces
	Commercial/guest services (per master plan)	0 spaces
	Spa (per master plan)	9 spaces
	Vail Resorts (per agreement)	35 spaces
	<u>BOEC (per agreement)</u>	<u>6 spaces (ADA accessible)</u>
	Total required:	192 spaces
	Total on-site proposed:	211 spaces (19 spaces extra)

Required parking spaces for commercial and guest services uses are accounted for separately by common parking within the Peak 7&8 Master Plan area and parking agreement between the ski area and Town.

Setbacks (perimeter):	Relative Residential:	Front:	15 ft.
		Side:	5 ft.
		Rear:	15 ft.
	Proposed:	Front:	16 ft.
		Side (West):	13.5 ft.
		Side (East):	5 ft.
		Rear:	17 ft.

Employee Housing: All employee generation housing requirements are to be met at offsite location, Entrada, (Parcel 7), in pursuance of the development agreement.

Item History

This parcel, Lot 4 Peak 8 Subdivision (formerly a portion of Tract C on Peak 8), was subdivided and created on September 25, 2018. This subdivision was carried out to accommodate a property transfer and development of the previously proposed East Peak 8 Hotel. The East Peak 8 Hotel applicant was LH Mountain Ventures, LLC (Lionheart) and was not associated with Breckenridge Grand Vacations. Following three preliminary hearings held January 15, 2019, September 3, 2019, and October 15, 2019, the Planning Commission approved the East Peak 8 Hotel on January 7, 2020. The project was called up and approved at a De Novo Hearing with Town Council on February 25, 2020. East Peak 8 Hotel was a similarly designed mixed-use condominium/hotel development of approximately 235,000 square feet, which ultimately was not constructed. The development permit and vested rights for this project expired February 25, 2023.

In early 2023, the Town Council began discussions with Breckenridge Grand Vacations to enter into a new development agreement which would transfer up to 74.2 SFEs of density from within the Gondola Lot Master Plan area to this site (Parcel 4) for the construction of this hotel, sunsetting remaining density on North Gondola Lot, among various other public benefits identified. An additional density transfer for this proposal is needed because after the approval of the previous East Peak 8 project, Policy 4, Mass, of the Development Code was eliminated. Policy 4 previously allowed an additional 25 percent of above ground floor area for the provision of hallways and

common areas. With the elimination of Policy 4, those areas are now counted as density, thus more SFEs of density are now needed to build the same size building under the previous code.

This development is pursuant to the development agreement between Breckenridge Grand Vacations and the Town, approved April 9, 2024. It is also subject to the recent ninth amendment of the May 2003 Peaks 7&8 Master Plan. The Ninth Amendment to the Peak 7 & 8 Master Plan, PL-2024-0117, was approved by the Planning Commission on August 6, 2024. This development site is referenced as “Parcel 4” throughout the development agreement and as part of “Planning Area B” within the amended Peaks 7&8 Master Plan.

This location is the current site of the ski area administration building, a two-story structure, originally constructed in 1979, and still used for ski area operations. The administration building is proposed for demolition prior to construction of the Imperial Hotel. Numerous conceptual designs pertaining to this project were introduced during development agreement work sessions with the Town Council. These concepts formally established agreed upon preferred setbacks and height limitations for the project. Additionally, the development agreement granted waivers for some key provisions of the development code. Specific requirements of the development agreement and identified waivers of the development code are discussed below.

The first preliminary hearing for the Imperial Hotel was held with the Planning Commission on January 7, 2025.

Commission Consensus from First Preliminary Hearing

The following items were agreed upon by the Commission at the first preliminary hearing:

- The Commission agreed that the Cucumber Gulch Preserve Preventative Maintenance Area (PMA) variance request should be granted.
- The Commission agreed that the proposal meets the master plan architectural standards requiring “transitional mountain style (between rustic and contemporary).”
- The Commission accepted the modified employee generation rates proposed by the applicant for all uses, except for the retail market.
- The Commission agreed that the allocation of space exclusive for BOEC uses on a 50-year lease term and access to outdoor pools and aquatic area warrants positive four (+4) points.
- The Commission agreed with positive four (+4) points for installation of the heated paving weather monitoring system pending further analysis from the Town’s Sustainability team.

Changes Since First Preliminary Hearing

Since the first preliminary hearing, the applicant has refined the project design, adjusted interior square footages for various uses, and added an additional condo unit. The applicant has provided the requested exterior material details, including siding, accent, roofing, and stone selections, as well as proposed fencing and retaining wall details. The landscaping plan, amenity space offerings, and exterior programming have also been further refined.

Staff Comments

Staff has reviewed the project proposal against the development agreement, current master plan, and applicable policies of the development code in anticipation of this second preliminary hearing and provides the below analysis. Consensus items and items previously contemplated without issue have been omitted from the discussion.

Density (3/A & 3/R): Density and density allocation to various uses, including the addition of another condo unit, have been slightly adjusted since the first preliminary hearing. The overall project density remains below the 220 SFEs allowed. At the first preliminary hearing, there was a Commission question regarding the allocation of

density to the various uses and whether the proposed density exceeded these uses. The table below of allowed density is the suggested SFEs for each use on Parcel 4; however, all SFEs are flexible, and the actual allocation may be different from suggested as long as the total density does not exceed 220 SFEs. The amended Master Plan density table notes that “ ** SFEs for Residential, Commercial and Guest Services Facilities are estimates and may vary between uses in the final design. The total SFEs per Planning Area will not exceed the Total SFEs shown in the chart.* ”

Density Allowed (suggested MP allocation):

Residential	127.60 SFEs
Commercial	11.00 SFEs
Guest services	7.20 SFEs
Flexible for any use	74.20 SFEs
Total	220.00 SFEs

Density Proposed:

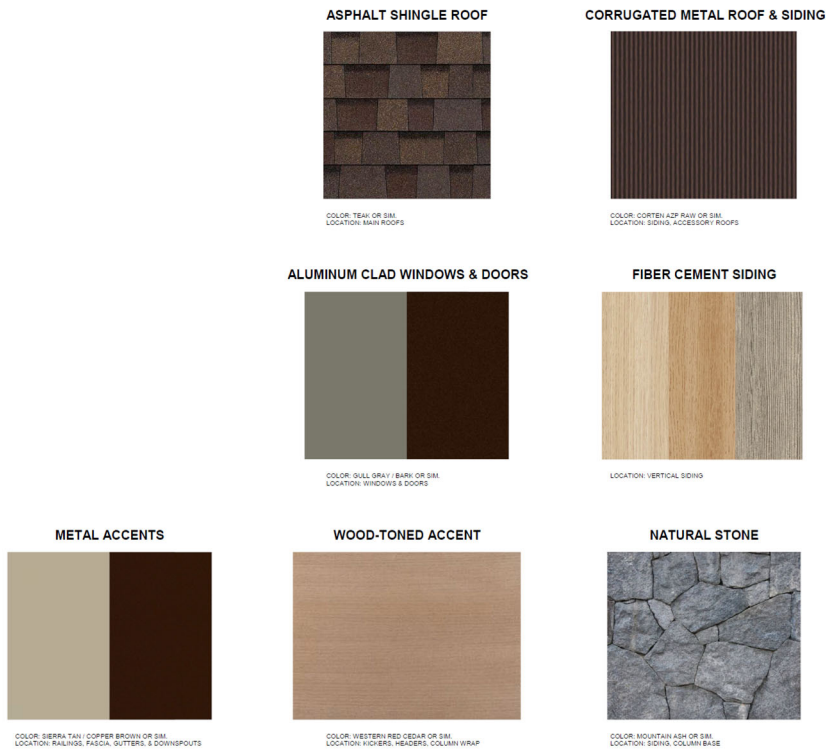
Townhomes	21.06 SFEs	33,703 sq. ft.
Hotel	11.61 SFEs	16,028 sq. ft.
Condominiums	99.40 SFEs	119,281 sq. ft.
Commercial	17.53 SFEs	17,530 sq. ft.
Amenities overage	1.86 SFEs*	2,231 sq. ft.
Guest services	3.05 SFEs	3,053 sq. ft.
Common/Support/Circulation	65.34 SFEs	78,408 sq. ft.
Total	219.85 SFEs	270,234 sq. ft.

The Master Plan requires that 1/35 of the allotted residential area be provided as amenity area for guests. Calculating 1/35 of the proposed residential density to determine the amount of required amenity space results in 4,829 sq. ft. of amenities required and up to 28,973 sq. ft of amenities allowed that are not counted against allowed density. The applicant proposes 31,205 sq. ft. of amenities which is 646 percent above the required amount. The additional 46 percent amenities or *1.86 SFEs (2,231 sq. ft.) are therefore counted as proposed density in the table above.

Per the master plan, meeting and conference facilities or recreation and leisure amenities over and above that required in subsection 9-1-19:24 (Absolute) of the Breckenridge Town Code, in effect on the date of approval of this Amendment, shall not be assessed against the density and mass of a project when the facilities or amenities are legally guaranteed to remain as meeting and conference facilities or recreation and leisure amenities and they do not equal more than 600% of the area required under said subsection 9-1-19:24 (Absolute).

The proposed total density of 219.85 SFEs or 270,234 sq. ft. continues to comply with the master plan and development agreement. Including the exempted underground parking and amenity areas, the gross square footage of the building will now be 409,864 sq. ft. Staff has no concerns.

Architectural Compatibility (Policy 5/A & 5/R): At the previous hearing, the Commission agreed the proposed architectural design conformed to the master plan’s “transitional mountain style (between rustic and contemporary)” requirement. The applicant has returned with a more detailed material board and color palette which complements the overall architectural design. The material board includes architectural asphalt shingles in a Teakwood color and fiber cement vertical siding in a range of light natural wood tones. The varying light tones will offer some variation in depth and dimension to the large structure. Corrugated metal with a rusted patina will be incorporated as an accent roofing material on smaller roof forms and as accent siding, the metal siding accent does not exceed more than 25 percent on any façade. Lightly stained Western Red Cedar will be a secondary siding accent and a natural stone veneer in color Mountain Ash (gray tones) will be applied at the base, as an accent, and vertically along the northwestern corner feature. Fiber cement siding is allowed without the assignment of negative points when paired with natural accents, such as stone.



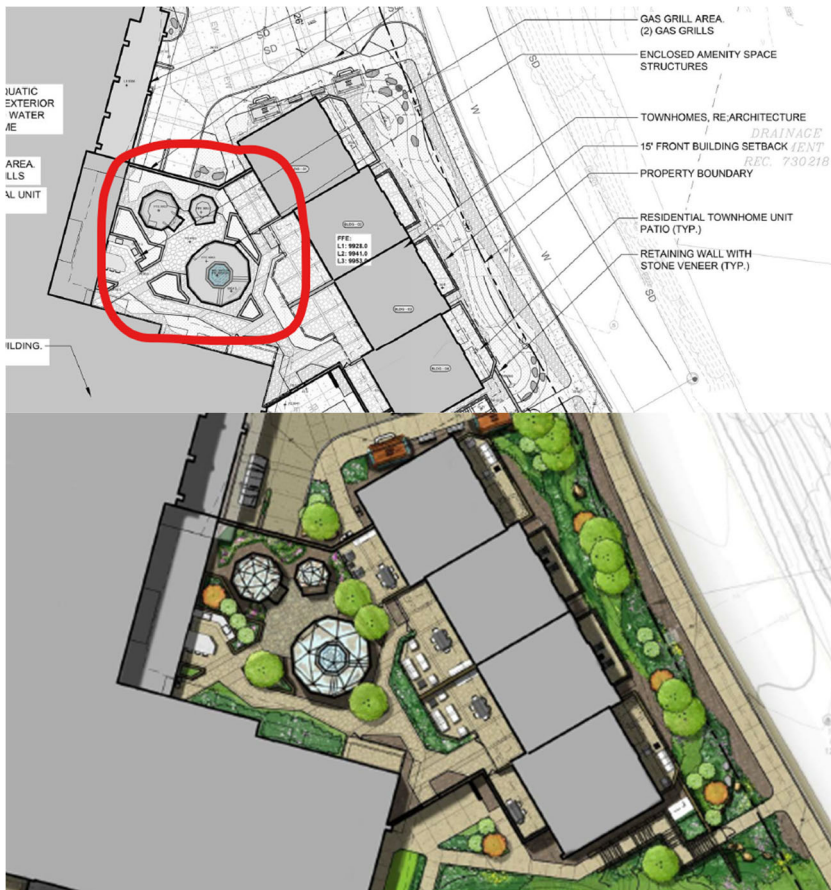
Material board details can be found on page A904.

The applicant has stated the Imperial structure will include a rooftop PV solar installation but the sizing, roof location, and other details of the panels is still being specified and will be provided for future review with a staff level D-minor permit. Staff has no concerns regarding the proposed exterior materials.

Newly added elements to the refined exterior design are the three proposed glass geodesic dome amenity seating areas to be located in a common area behind the north row of townhomes. These domes are considered amenity density and are fully enclosed, heated, and predominately made of glass. The largest of the domes will be 16' 6" tall and will include a spa. We would require that any support joints that are metal between the glass panels be non-reflective but the specific design and materials of the support structure are undetermined at this time. This type of structure is not typical of Breckenridge but does not necessarily violate any specific requirement of Policy 5. The domes would be mostly concealed by the townhomes with one partially visible from Ski Hill Road.

Policy 5, Section A. states, "Exterior building materials and colors should not unduly contrast with the site's background. The use of natural materials, such as logs, timbers, wood siding and stone, are strongly encouraged because they weather well and reflect the area's indigenous architecture."

Does the Commission have any concerns regarding the materiality of majority glass amenity structures?



Proposed glass geodesic dome amenity seating and spa enclosures.

Site and Environmental Design (7/R): Due to the existing site disturbance, which was previously excavated and benched for the construction of Ski Hill Road and the existing administrative building, no additional negative points are warranted for construction of this project under Policy 7. The existing benched site will require a series of significant retaining walls, specifically on the rear ski-slope adjacent portion of the site. The retaining wall section of Policy 7 was explicitly discussed in Section 8.2(c) of the development agreement and the potential for negative point assignments for retaining walls was waived by the agreement. The applicant has provided additional renderings and information regarding the proposed retaining wall systems.

The majority of retaining walls will be covered with the same gray natural stone veneer that will be applied to the structure. The rear shoring wall adjacent to the ski area, shown in green on the page L105 diagram, will have a faux carved stone appearance which is meant to simulate dry stacked stone. Staff has no concerns.

CARVED & STAINED FAUX STONE SHORING WALL. STYLE AND COLORATION TO SIMULATE DRY STACKED BOULDER WALL



ESSEX LEDGER (#M18)
BY BOULDERSCAPE

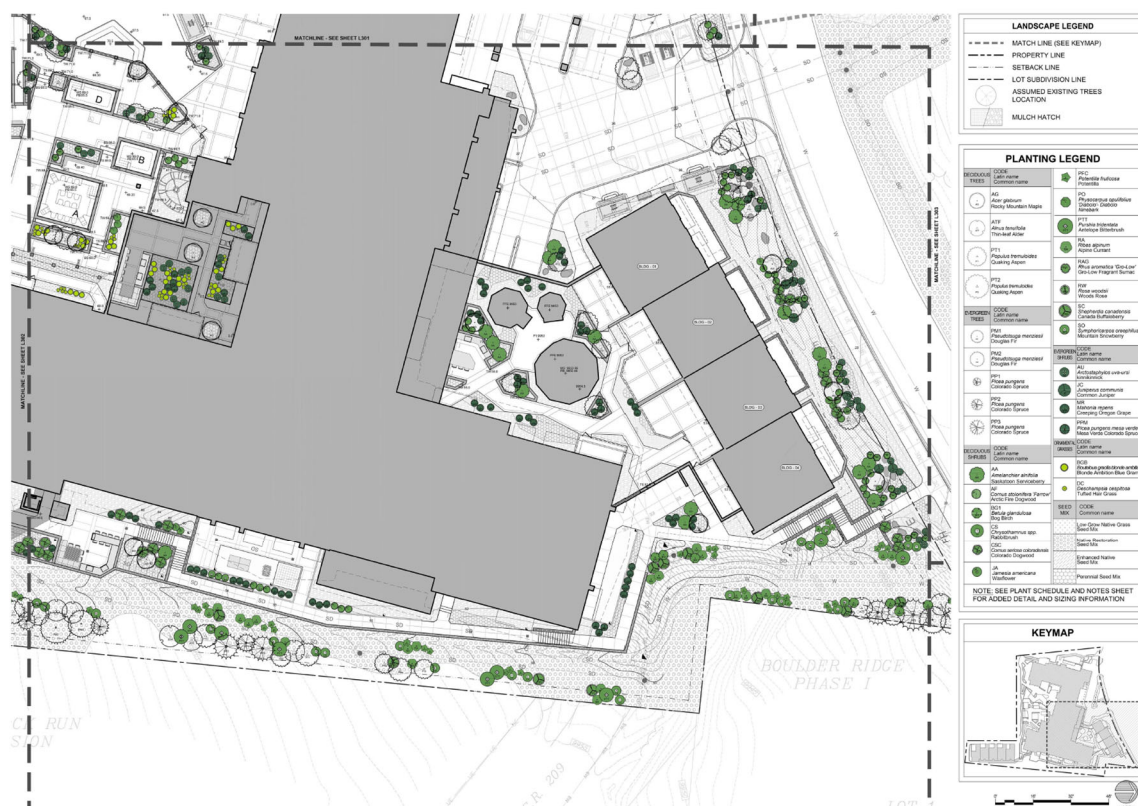
Rear shoring retaining wall representative photo with faux carved stone application. See page L105 for additional details.

Parking (18/A & 18/R): The three levels of garage parking were revised prior to this hearing. A total of 192 parking spaces are required for the development. The required spaces include 35 spaces dedicated for use by on-site VSRI employees and 6 spaces are to be oversized ADA accessible, dedicated for use by the BOEC. The van-accessible BOEC spaces are now delineated on page A101 of the plan set and are shown with direct accessibility to the BOEC programming area on the same level and elevator access to on-snow activities. Per the development agreement, none of the VSRI or BOEC required spaces are to be used by the general public.

The plans now provide 211 spaces, a reduction in parking from the first preliminary hearing, and only 19 spaces more than required. All required parking is provided underground. Additional spaces for guest check-in, circulation, and loading are located on the exterior. Consistent with other developments at Peaks 7 and 8 and the South Gondola Lot Public Parking Structure, positive four (+4) points are recommended for locating all required parking spaces away from public view. Additionally, according to the development agreement, no portion of the underground parking square footage shall count as density. Staff has no concerns.

Landscaping (22/A & 22/R): The applicant has refined the proposed landscaping plan since the first preliminary hearing. The application includes native tree species and those which are known to be successful in the high-alpine environment such as Serviceberry, Rocky Mountain Maple, Thin-leaf Alder, Quaking Aspen, Douglas Fir, and Colorado Spruce are proposed. The project is proposing 114 newly planted deciduous trees and 447 shrubs, as well as 18 evergreen trees and 183 shrubs. This equates to 32 trees per acre. Trees will be of an above average size for new plantings with Aspen trees proposed between 2"-3" caliper and 10'-12' heights and Evergreens proposed to be 6'-8' in height.

Staff finds the robust landscaping plan will improve the highly visible area which is currently mostly devoid of plantings, especially along the road frontage and western portion of the lot. A narrow strip along the east side of the lot does have an existing mature forest. The new landscaping will improve site buffering and appearance from both the Ski Hill Road right-of-way and from the ski slope looking north.



Proposed landscaping new plantings. See sheet L300-L304 for additional details and other areas of the site plan.

There is past precedent for projects which offer this amount of landscaping to receive at minimum positive two (+2) points. The below projects had a similar amount of added landscaping and trees per acre as the current project and received positive four (+4) points, but none of the below precedent projects included the loss of existing forested area. An area of .66 acres and approximately 49 existing trees will be removed to accommodate the new development; however, a thin strip of forested area along the eastern site boundary will be retained and numerous new trees will be replanted in this location to maintain an adequate buffer between this development and existing homes within the Boulder Ridge and Four O’Clock Subdivisions. Despite the above average landscape plan, because of the tree loss to accommodate development in this location, staff recommends only positive two (+2) points for landscaping in this scenario.

Precedent for positive four (+4) points for landscaping:

2024 – Highlands Riverfront Tract E Condos (70 Aspen and 15 Spruce trees on 1.84 acres), 46 trees per acre
 2022- Alta Verde II Workforce Housing (274 deciduous trees min. 2.5” caliper and 95 evergreen trees min. 8 ft tall on 8.3 acres), 44 trees per acre
 2019- South Gondola Parking Structure (121 deciduous trees between 1.5-3” caliper and 47 evergreen trees between 6’-12’tall on 6.4 acres), 26 trees per acre

Does the Commission agree with the staff recommended positive two (+2) points for landscaping?

Social Community (24/A & 24/R): Adjusted density and revised square footages for various uses resulted in a similar but updated number of employees generated. The updated employee generation calculations are found in the table below which incorporates the Commission approved modified generation rates for specific uses which are based on applicant provided employee generation rates at their existing resort properties on Peaks 7 & 8. The Commission consensus from the first hearing was that the applicant request to modify the generation rates based on existing data was acceptable, except for the retail market modified generation rate which was disapproved by the Commission. Modified generation rates from the first preliminary hearing are underlined and shown in red.

Imperial Hotel Employee Generation

Use	Number (units/rooms/square footage)	Employee Generation (per unit/room/1000 sq. ft.)	Employees Generated
hotel units	36	0.60	21.60
condos - whole ownership	23	<u>0.33</u>	7.59
lock-offs - whole ownership	22	0.60	13.20
condos - fractional ownership	36	0.60	21.60
lock-offs - fractional ownership	54	0.60	32.40
townhomes	9	0.33	2.97
spa/retail	3,473	2.10	7.29
pet kennel	1,897	2.40	4.55
retail market	1,224	2.40	2.94
retail ski shop	2,860	2.40	6.86
lobby bar	456	<u>4.41</u>	2.01
restaurant	4,614	10.20	47.06
kitchen	1,438	10.20	14.67
lower bar/speakeasy	1,147	<u>4.28</u>	4.91
private dining room	421	<u>4.75</u>	2.00
outdoor dining and bar	2,302	5.10	11.74
Total:			203.39

*Note that guest amenity and common/circulation/support areas not listed specifically in the table above are considered covered by the hotel and condominium employee generation rates.

**Generation rates shown underlined and red are the modified generation rates for various uses requested by the applicant and previously approved by consensus of the Commission.

Employee housing is to be provided for new development or changes of use which generate new employees. The applicant must supply housing for 35 percent of employees generated at a rate of 350 sq. ft. of housing per employee. The proposed application results in 203.39 employees generated, or 24,915 sq. ft. of employee housing required for mitigation.

The applicants will provide all required employee housing for this project at an off-site location, Entrada (Parcel 7), 11030 CO Hwy 9. This is in accordance with the requirements of the development agreement. A development permit application for Entrada has been submitted by the applicant. Preliminarily, the Entrada development will have 31,461 sq. ft. of density and continues to exceed the square footage of employee housing mitigation required. A separate preliminary hearing with the Planning Commission was held for the Entrada parcel on March 4, 2025 and the application is still under review. Staff has no concerns.

Energy Conservation (33/A & 33/R): The proposed total heated paving has been adjusted since the first preliminary hearing to a total of 13,801 sq. ft. of heated paving; 4,303 sq. ft. of this area is to be located on the west side of the structure and the applicant has requested exemption from the Town's Renewable Energy Mitigation Program (REMP) and exemption from negative points under Policy 33/R for this portion of heated paving. REMF, a building code regulation separate from the development code, gives discretion to the Building Official to determine areas which may be of high traffic and/or have safety concerns where heated paving is necessary and eligible for exemption from REMF. Section 8.2 (f) (iii) of the development agreement states, *"The Town staff shall determine the extent of emergency egress and pedestrian circulation safety to be exempt from REMF and Absolute and Relative Policy 33/Energy Conservation during site plan review."* This area of snowmelt on the west side is the main point of ingress and egress for guests and will be the point of entry to on-snow activities for BOEC participants. It is also the most direct route to public transportation stops and the gondola to the west of the project site. Planning staff and the Building Official have consulted on this project and agree that the 4,303 sq. ft. area proposed should be eligible for exemption from REMF and Policy, 33/R.

Under the development code, heated paving up to 5,000 sq. ft. for commercial projects does not incur negative points. Areas above 5,000 sq. ft. incur negative one (-1) point for each additional 500 sq. ft. increment of heated paving. The project now proposes 9,498 sq. ft. of non-exempt heated paving, which continues to warrant negative nine (-9) points. A site plan of the proposed heated paving areas is found on page L103 for additional details.

At the first preliminary hearing, the applicant requested (+4) points under Policy 33/R, Section C for the installation of the Davis Vantage Pro2, a weather monitoring system to regulate the operation of the installed heated paving which would provide energy efficiencies and energy savings. Section C states, *"C. Other Design Features: 1 × (-4/+4) Other design features determined by the Planning Commission to conserve significant amounts of energy may be considered for positive points. Alternatively, other features that use excessive amounts of energy may be assigned negative points. However, positive points may not be assessed under this subsection if the project has been awarded positive points under subsection A or B of this section."*

At the preliminary hearing, there was consensus among Commissioners that the monitoring system would be eligible for the positive four (+4) points, subject to a review of the system by the Town's Sustainability Manager. Between hearings, the Sustainability Manager reviewed the system and proposal and finds the monitor to be, "extremely efficient." She also recommends the positive four (+4) points due to the large application area of the system. Staff has no additional concerns.

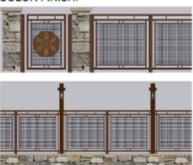
Additionally, under Policy 33/R Section D. the applicant also commits to the installation of two additional EV chargers in excess of the IECC requirements for the assignment of positive two (+2) points. For this application,

the project is required to have at least two installed EV chargers and an additional 20 percent of spaces (43 spaces) must be wired for EV capability. Staff is supportive of the extra EV chargers.

Fences, Gates, and Gateway Entrance Monuments (47): The applicant has provided more information regarding railings and fence details. Railings will be designed with 42” tall metal frames and metal mesh inserts. Three types of fencing are needed including a pool barrier fence, ski area fence, and dog park fence. All railings and fencing will be predominately steel or aluminum construction with a dark brown powder coating/painted finish. Otherwise, each fence will have a different design specific to the use.

The pool fencing will be 5’ in height with metal framing and metal mesh inserts, in a similar design to the railings, but taller to allow for greater privacy screening around the pool and spa area. Stone veneer retaining wall will be placed at the fencing base and stone columns will cap the entrance gates. Staff finds this proposal meets the Policy 47 standards for pool fencing.

The ski area barrier fencing will be 4’ tall metal mesh and looped metal pickets at the top for safety. As previously discussed, the ski area, VSRI, has requested this barrier fence of the applicant to be located between the property and ski area for skier and pedestrian separation and safety as well as to guide grooming equipment and provide a backstop to snow grooming in winter. Fencing is needed in this base location where it was not required at other Peak 8 base developments because of the difference in degree of slope. The fencing will be placed on top of the 2’ tall concrete retaining wall. This design will allow for visibility between the ski area and the Imperial’s outdoor plaza. Policy 47 states, *“Fencing at ski lifts and gondolas may be used to protect pedestrians and skiers from overhead lifts and mechanical equipment, or to delineate passenger loading zones. Such fencing may be constructed of natural materials, such as split rail wood, or steel or aluminum.”* Staff finds the ski area barrier fencing proposal meets the requirements of Policy 47 and has no concerns.

SITE WALL LEGEND	
	SAFETY RAIL TYPE 1 42" HEIGHT, METAL FRAMING WITH MESH INFILL PANELS, PAINTED DARK BROWN COLOR FINISH.  PROPOSED TYPICAL ELEVATION DESIGN
	SAFETY RAIL TYPE 2 - PATIO EDGE RAILS 42" HEIGHT, METAL FRAMING WITH VERTICAL PICKETS, REF. ARCHITECTURE.
	FENCE TYPE 1 - POOL BARRIER 5' HEIGHT, METAL FRAMING WITH MESH INFILL PANELS, PAINTED DARK BROWN COLOR FINISH.  PROPOSED TYPICAL ELEVATION DESIGN IMAGES
	FENCE TYPE 2 - DOG PARK BARRIER 5' HEIGHT, METAL FRAMING WITH VERTICAL PICKETS, PAINTED DARK BROWN COLOR FINISH.  CHARACTER IMAGE OF DESIGN INTENT
	FENCE TYPE 3 - SKIER BARRIER 2' CAST IN PLACE CONCRETE WALL (REF. L105 WALL DIAGRAM), WITH 4' TALL WELDED WIRE MESH METAL FENCING, POWDER COATED BLACK COLOR FINISH. SEE SHEET L200 FOR SKIER BARRIER DESIGN DETAILS.  DESIGN INTENT CHARACTER IMAGES

The dog park fencing is proposed to be 5’ in height with metal vertical pickets. The dog park will be approximately 2,000 sq. ft. enclosed. The design complies with the 1:3 solid-to-void ratio maximum of the development code; however, these specifications exceed the height and size limitations for pet enclosures within the development code. Staff believes these dimensions were put in place to limit enclosure sizes for single-family residential projects and are too small and limiting for a commercial kennel operation which will likely house multiple animals at once.

Section 3. of Policy 47 states, *“3. Pet fences shall be located in a rear or side yard or where the fence is not visible from a public right-of-way. Pet fences shall be located to minimize their visibility to the greatest extent possible, which in most instances will require the fence to be located behind or to the side of a structure. Pet fences may incorporate a wire mesh material to control pets. The wire mesh may be installed vertically on the fence, or may extend horizontally over the top of the enclosed pet area, or both. **The maximum area of a fenced pet enclosure shall be 400 square feet. Pet fences are limited to fifty four inches (54") in height, and shall have a maximum solid to void ratio of one to three (1:3)**”(emphasis added).* Staff recommends allowing a variance for the height of fencing and size of enclosure at this commercial dog kennel.

Does the Commission agree with granting a variance to Policy 47 that would allow for a commercial kennel pet fence enclosure that exceeds 54” tall and 400 square feet in size?

Proposed fencing designs. See page L106 for greater detail.

Construction Activities (29/A): The applicant has included a phased approach to construction in the plan set as well as preliminary information regarding temporary structures during construction. Previous large-scale projects, such as Grand Colorado and Grand Lodge on Peak 7 have been allowed to complete construction in phases and were granted temporary certificates of occupancy at completion of each phase. Phasing is proposed in three parts from west to east and bottom to top with an estimated five to six years of anticipated continuous construction including infrastructure and utilities work to final completion. A portion of the underground parking structure will be completed in phase one to accommodate on-site construction parking throughout the remainder of construction. A full description of the proposed phasing plan is included in the applicant narrative (attached) and phasing diagrams can be found on page A108 of the plan set.

As allowed by the development agreement, temporary structures erected during construction will serve as construction office locations and provide interim office space for VSRI until their permanent office location within the Imperial is constructed during phase one. Temporary structures are planned for the “L” shaped extension of the parcel and must be removed within 60 days of receiving a final certificate of occupancy for the project. Specific allowances for phasing and temporary structures will be included in the Findings and Conditions document at the final project hearing.

Due to safety concerns, the applicant has advised they cannot allow skier access through the site during construction.

Planning Staff and the Town Attorney have reviewed the language of the plat note surrounding the shoring tieback easement which is discussed in recent public comments (comments attached). This non-exclusive easement, a rectangular area located within Lot 4 along a portion of the west property boundary, is granted from Lot 4 (Imperial, Parcel 4) to One Ski Hill Place. The non-exclusive language only limits the activities that One Ski Hill Place is allowed to engage in within the easement. They are only allowed to conduct activities related to the shoring tiebacks and nothing else within the easement. The non-exclusive language allows for Lot 4 improvements within the easement. The Imperial Hotel proposal includes designs for retaining walls, walkways, landscaping, and drainage infrastructure within the shoring tieback easement. The Town Attorney recommends a condition of approval for the project requiring the two parties enter into a recorded agreement which delineates the liabilities of each party regarding Lot 4 improvements should there be any need for future construction or repairs to the One Ski Hill Place shoring tieback. This required condition of approval will be added to the Findings and Conditions document at the final project hearing.

Point Analysis

Preliminary Point Analysis: Staff has found the project preliminarily complies with the provisions of the April 9, 2024 approved development agreement, Ninth amendment to the Peak 7&8 Master Plan, and all Absolute Policies of the development code. Staff recommends the following point analysis at this preliminary hearing, with an updated passing preliminary score of positive three (+3) points.

Negative Points recommended:

- Policy 6/R, Building Height (-10) the height of the tallest portion of this building exceeds the building height recommended in the land use guidelines by more than one-half ($\frac{1}{2}$) story but less than one story.
- Policy 6/R, Building Height (-1) for a long unbroken ridgeline greater than 50’ in length.
- Policy 33/R, Energy Conservation (-9) for heated paving greater than 5,000 sq. ft.
- Policy 33/R, Energy Conservation (-3) for outdoor pools and spas of 1,148 sq. ft.

Total Negative Points (-23)

Positive Points recommended:

- Policy 15/R, Refuse (+1) for integrating refuse storage into a primary building.
- Policy 16/R, Internal Circulation (+3) for improved skier and pedestrian access easement.
- Policy 18/R, Parking (+4) for locating all parking away from public view.
- Policy 19/R, Loading (+2) for an underground delivery and loading area separated from guests.
- Policy 22/R, Landscaping (+2) for proposed robust landscaping plan.
- Policy 24/R, Social Community (+4) for providing 1,668 sq. ft. of exclusive programming space to the BOEC and access to outdoor aquatic facilities
- Policy 25/R, Transit (+4) for providing an all-electric shuttle system.
- Policy 33/R, Energy Conservation (+4) for installation of a weather monitoring system tied to heated paving operations.
- Policy 33/R, Energy Conservation (+2) for installation of two EV charging stations

Total Positive Points (+26)

Total Score (+3)

Questions for the Commission

1. Does the Commission have any concerns regarding the materiality of majority glass amenity structures?
2. Does the Commission agree with the staff recommended positive two (+2) points for landscaping?
3. Does the Commission agree with approving a variance that allows a commercial kennel pet fence enclosure that exceeds the Policy 47 regulations of 54” tall and 400 square feet in size?
4. Does the Commission agree with the staff recommended updated preliminary point analysis?
5. Does the Commission agree the project is ready for a final hearing?
6. Does the Commission have additional comments?

The Planning Department recommends the applicant return for a final hearing with revised plans that incorporate any staff requests and additional comments from the Commission.

	Second Preliminary Hearing			
Project:	Imperial Hotel and PMA Variance	Positive Points	+26	
PC#	PL-2024-0475			
Date:	2/27/2025	Negative Points	- 23	
Staff:	Sarah Crump, AICP, Planner III			
		Total Allocation:	+3	
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes			
2/A	Land Use Guidelines	Complies with PMA Variance granted		Complies with underlying Amended Master Plan for Peak 7&8. PMA Variance Required.
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
6/A	Building Height			
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)	- 10	The height of the tallest portion of this building is 72'-11", measured from the mean to established finished grade below. This exceeds the building height recommended in the land use guidelines by more than 1/2 story and less than one story and will incur negative ten (-10) points.
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	- 1	Has an unbroken ridgeline >50'.
	For all Single Family and Duplex/Multi-family Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		Waived per development agreement.
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	N/A		Signs will be reviewed separately from this application.
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	N/A		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)	+1	The drawings show the refuse and recycling located within the building mass.
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		

16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)	+3	Improved skier and pedestrian access to on mountain recreation.
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies		
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)	+4	100% of the required parking is being provided underground. Similar to the other developments at Peaks 7 and 8.
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/R	Loading	2x(0/+2)	+2	Underground and separated delivery loading area.
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	2x(-1/+3)	+2	Robust landscaping plan with average of 32 trees per acre. Four points not recommended because of forested area being removed.
24/A	Social Community	Complies		
24/A	Social Community / Above Ground Density 12 UPA	(-3>-18)		
24/A	Social Community / Above Ground Density 10 UPA	(-3>-6)		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)	+4	BOEC allocation of 1668 sq. ft. exclusive programming area and free access to outdoor aquatics facilities.
24/R	Social Community -Meeting And Conference Rooms Or Recreation And Leisure Amenities	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Primary Structures - Historic Preservation/Restoration - Benefit	+1/3/6/9/12		
24/R	Social Community - Secondary Structures - Historic Preservation/Restoration - Benefit	+1/2/3		
24/R	Social Community - Moving Primary Structures	-3/10/15		
24/R	Social Community - Moving Secondary Structures	-3/10/15		
24/R	Social Community - Changing Orientation Primary Structures	-10		
24/R	Social Community - Changing Orientation Secondary Structures	-2		
24/R	Social Community - Returning Structures To Their Historic Location	+2 or +5		
25/R	Transit	4x(-2/+2)	+4	The owner shall operate or provide for the operation of a permanent, year-round,electric shuttle for exclusive use by guests of the Imperial.
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	PMA Variance Required		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		

29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)	- 9	Heated paving greater than 5,000 sq. ft.
33/R	Installed EV Chargers	1X(0/+3)	+2	Installation of two EV chargers above the IECC requirements.
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)	- 3	Outdoor pools and spas of 1,148 sq. ft.
	Other Design Feature	1X(-4/+4)	+4	Installation of weather monitoring heated paving control system.
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Special Areas - Community Entrance	4x(-2/0)		
37/R	Special Areas - Individual Sites	3x(-2/+2)		
37/R	Special Areas - Blue River	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
38.5/A	Home Childcare Businesses	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		

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FEBRUARY 14, 2025DEVELOPMENT SUMMARY		
GENERAL	HEIGHT(STORIES)	7
	GROSS BUILDING TOTAL SF	409,864
	TOTAL FRACTIONAL CONDO UNITS INCLUDING LOCK-OFF UNITS	90
	TOTAL WHOLE CONDO UNITS INCLUDING LOCK-OFF UNITS	45
	TOTAL HOTEL UNITS	36
	TOTAL THs (UPHILL AND DOWNHILL)	9
	TOTAL PARKING DEMAND	192
	TOTAL PARKING PROVIDED	211
	ADDITIONAL SFE IMPACT DUE TO AMENITY OVERAGE	1.86
	TOTAL SFES	219.85
FRACTIONAL CONDO UNITS	NAME	AREA (SF)
	COLORADO	7,004
	2 BR	29,450
	4 BR	31,231
FRACTIONAL CONDO UNIT TOTAL		67,685
*FRACTIONAL CONDO UNIT TOTAL INCLUDES 36 COLORADO UNITS + 54 SUITES = 90		
TOTAL KEYS		
WHOLE CONDO UNITS	NAME	AREA (SF)
	1 BR	1,318
	2 BR	12,817
	3 BR	10,817
	4 BR	22,696
	5 BR	3,948
WHOLE CONDO UNIT TOTAL		51,596
*WHOLE CONDO UNIT TOTAL INCLUDES 23 UNITS + 22 LOCK-OFF UNITS = 45		
TOWNHOME UNITS	NAME	AREA (SF)
	UPHILL UNITS	19,685
	DOWNHILL UNITS	14,018
UNIT TOTAL		33,703
HOTEL	NAME	AREA (SF)
	HOTEL	16,028
HOTEL TOTAL		16,028
AMENITY	NAME	AREA (SF)
	AMENITY	28,751
	CONCIERGE	208
	OPC	89
	OUTDOOR AMENITY	724
	OWNER STORAGE	1,433
TOTAL		31,205
COMMERCIAL	NAME	AREA (SF)
	BAR	456
	KENNEL	620
	KITCHEN	1,438
	MARKET	1,224
	PET CHECK-IN	156
	PET PLAY	1,121
	PRIVATE DINING	421
	RESTAURANT	4,614
	VAIL SKI SHOP	2,860
	SPA	3,473
	SPEAKEASY	1,147
TOTAL		17,530
GUEST SERVICES	NAME	AREA (SF)
	BOEC	1,631
	VAIL OFFICE	1,422
TOTAL		3,053
COMMON/ CIRCULATION	NAME	AREA (SF)
	CIRCULATION	43,594
	ELEVATORS	892
	LOBBY	2,127
	STAIR	4,218
	VESTIBULE	63
TOTAL		50,894
SUPPORT	NAME	AREA (SF)
	AQUATICS SUPPORT	1,846
	BOH	5,872
	FOOD SERVICE/BOH	347
	HOLDING	294
	LOBBY SUPPORT	1,529
	MEP	8,990
	RR	2,437
	STORAGE	148
	SUPPORT	4,576
PARKING	NAME	AREA (SF)
	PARKING	110,656
GROSS TOTAL		409,864

PARKING REQUIREMENTS
AMENITY = 0 (PER MASTER PLAN)
HOTEL (36 TOTAL) = 36 SPACES (1 PER UNIT)
WHOLE OWNERSHIP CONDO (23 TOTAL) = 23 SPACES (1 PER UNIT PER MASTER PLAN)
CONDO LOCK-OFFS (22 TOTAL) = 11 SPACES (.5 PER EACH DIVISIBLE ROOM PER DEV. CODE)
CONDO FRACTIONAL UNITS (36 TOTAL) = 36 SPACES (1 PER UNIT)
CONDO FRACTIONAL LOCK-OFFS (54 TOTAL) = 27 SPACES (.5 PER DEV. CODE)
RESTAURANT/BARS/SPEAKEASY = 0 SPACES (PER MASTER PLAN)
SPA = 9 SPACES (1 PER 400SF)
THs(9 TOTAL) = 9 SPACES (1 PER UNIT)
BOEC = 6 SPACES (PER DEV. AGREEMENT)
VAIL RESORTS = 36 SPACES (PER DEV. AGREEMENT)
TOTAL PARKING = 192 SPACES REQUIRED
TOTAL PARKING PROVIDED = 211



NOTE: RENDERING IS FOR PRESENTATION PURPOSES ONLY AND IS NOT TO BE CONSIDERED PART OF THE CONTRACT DOCUMENTS

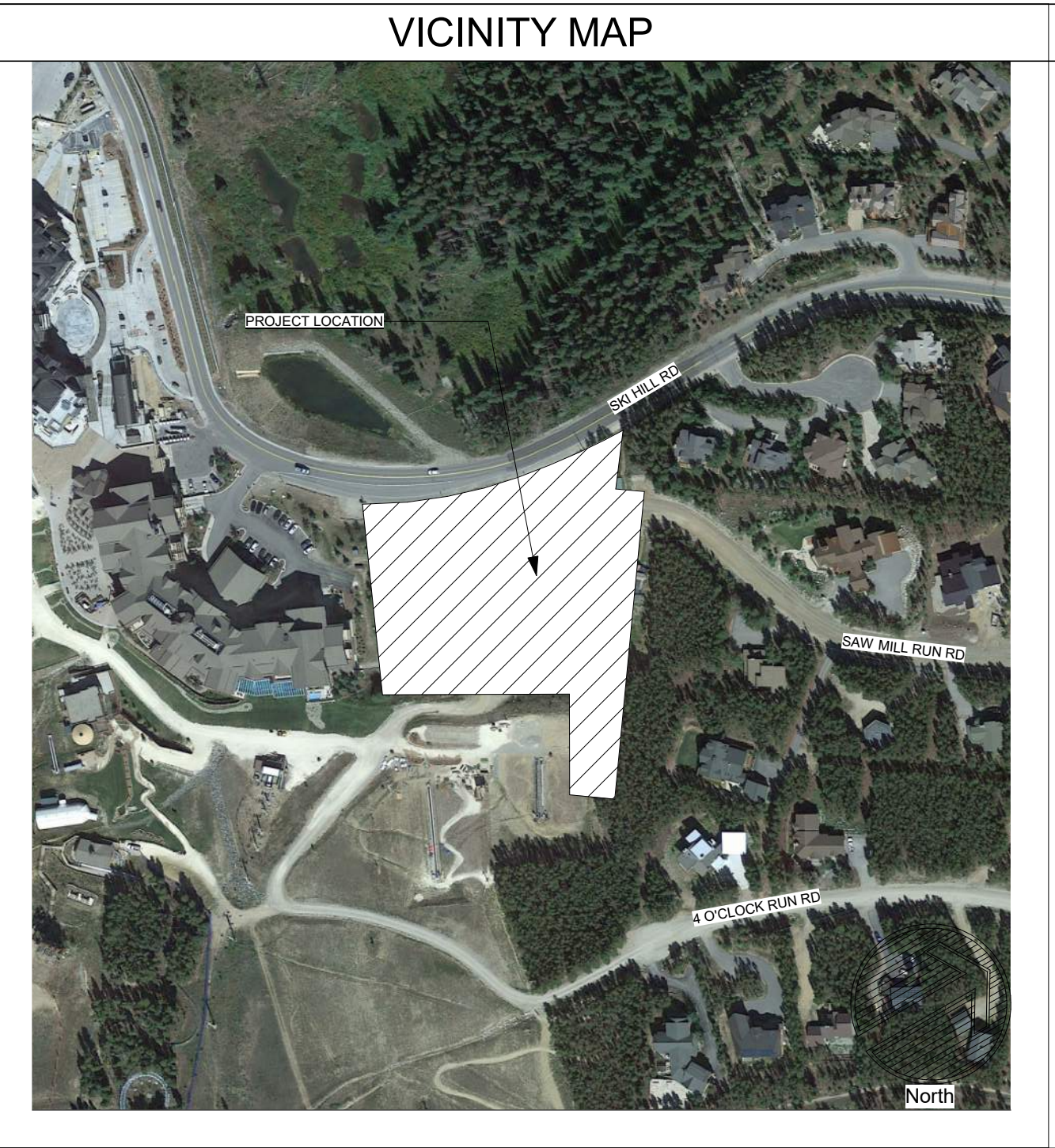
SIGNATURE BLOCK	
UPON THE ISSUANCE OF A DEVELOPMENT PERMIT BY THE TOWN OF BRECKENRIDGE, THIS SITE PLAN SHALL BE BINDING UPON THE APPLICANT, AND THE APPLICANT'S SUCCESSORS AND ASSIGNS, UNTIL SUCH TIME AS THE TOWN HAS ISSUED A FINAL CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE. PRIOR TO THE ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLIANCE, THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS, AND LIMITATIONS SET FORTH HEREIN AND IN THE DEVELOPMENT PERMIT FOR THIS SITE. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY IN ACCORDANCE WITH THE BRECKENRIDGE DEVELOPMENT CODE. THIS DOCUMENT REPRESENTS THE UNDERSTANDING BETWEEN THE APPLICANT AND THE TOWN OF BRECKENRIDGE WITH REGARD TO DEVELOPMENT RIGHTS AND DENSITY REMAINING ON THIS SITE.	

GAS FIREPLACES	
FRACTIONAL TOTAL	36
CONDO TOTAL	23
UPHILL TOWNHOME TOTAL	5
DOWNHILL TOWNHOME TOTAL	4
COMMON AREA TOTAL	3
GRAND TOTAL	71

PROJECT DIRECTORY	
OWNER:	
P8E GRANDVIEW, LLC 100 S Main Street Breckenridge, CO 80424 tel. 970-453-8883 email. gfrank@breckenridgegrandvacations.com Contact: Graham Frank	
SURVEYOR:	
BASELINE SURVEYS, LLC P.O. Box 7578 13541 Colo. HWY #9 tel. 970-453-7155	
ARCHITECT:	
DTJ DESIGN, INC. 3101 Iris Avenue, Suite 130 Boulder, Colorado 80301 tel. 303-443-7533 fax. 303-443-7534 email. bcample@dtjdesign.com Contact: Bill Campie	
LANDSCAPE ARCHITECT:	
DTJ DESIGN, INC. 3101 Iris Avenue, Suite 130 Boulder, Colorado 80301 tel. 303-443-7533 fax. 303-443-7534 email. bcample@dtjdesign.com Contact: Bill Campie	
CIVIL ENGINEER:	
TETRA TECH 130 Ski Hill RD., Suite 140 Breckenridge, CO 80424 tel. 970-453-4579 Contact: Chris Durloo	

SHEET INDEX			
NUMBER	NAME	NUMBER	NAME
ARCHITECTURE			
G000	COVER SHEET	L300	PLANTING PLAN
CIVIL		L301	PLANTING PLAN
C001	LEGEND AND ABBREVIATIONS	L302	PLANTING PLAN
C101	EXISTING CONDITIONS PLAN	L303	PLANTING PLAN
C105	CIVIL SITE PLAN	L304	PLANT SCHEDULE
C106	GRADING & DRAINAGE PLAN	L400	ILLUSTRATIVE
C107	DETAILED GRADING AND DRAINAGE PLAN	ARCHITECTURE	
C108	DETAILED GRADING AND DRAINAGE PLAN	A100	P3 FLOOR PLAN
C109	DETAILED GRADING AND DRAINAGE PLAN	A101	P2 FLOOR PLAN
C110	DETAILED GRADING AND DRAINAGE PLAN	A102	P1 FLOOR PLAN
C111	DETAILED GRADING AND DRAINAGE PLAN	A103	LEVEL 1 PLAN
C112	DETAILED GRADING AND DRAINAGE PLAN	A104	LEVEL 2 PLAN
C113	DETAILED GRADING AND DRAINAGE PLAN	A105	LEVEL 3 PLAN
C120	OVERALL COMPOSITE UTILITY PLAN	A106	LEVEL 4 PLAN
LANDSCAPE		A107	ROOF PLAN
L100	LANDSCAPE SITE PLAN	A108	PHASING DIAGRAMS
L101	LOT COVERAGE PLAN	A200	ELEVATIONS
L102	OVERALL CIRCULATION	A201	ELEVATIONS
L103	SNOW MANAGEMENT PLAN	A300	BUILDING SECTIONS
L104	EXISTING TREE MANAGEMENT	A900	SITE PANORAMIC PHOTOS
L105	SITE WALL MATERIALS PLAN	A901	BUILDING PERSPECTIVES
L106	SITE FENCE PLAN	A902	BUILDING PERSPECTIVES
L200	FENCING EXHIBIT	A903	SOLAR STUDIES
		A904	MATERIAL BOARD

PROJECT INFORMATION	
ADDRESS:	1599 SKI HILL RD., BRECKENRIDGE, CO 80424
LAND USE DISTRICT:	DISTRICT 39
LEGAL DESCRIPTION:	LOT 4, 4TH RESUB., THE REMAIN. OF TRACT C, PEAK 8 SUB. FILING NO. 1
PROJECT PHASING:	PROJECT CONSTRUCTION TO BE EXECUTED IN MULTIPLE PHASES AS OUTLINED IN PLANS



NOT FOR CONSTRUCTION

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PROJECT NO: 2023024.40
ISSUE DATE: 11/01/2024
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SHEET TITLE:

COVER SHEET

SHEET NUMBER:

G000

Drawing: C:\Projects\Breckenridge\322517\200-322517-2\1001\CAD\SheetFiles\Peak 8\C-001 LEGEND AND ABBREVIATIONS.dwg
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PROJECT CONTACT INFORMATION

TETRA TECH
CONTACT: Christopher Durloo
(970) 423-3420
chris.durloo@tetratech.com

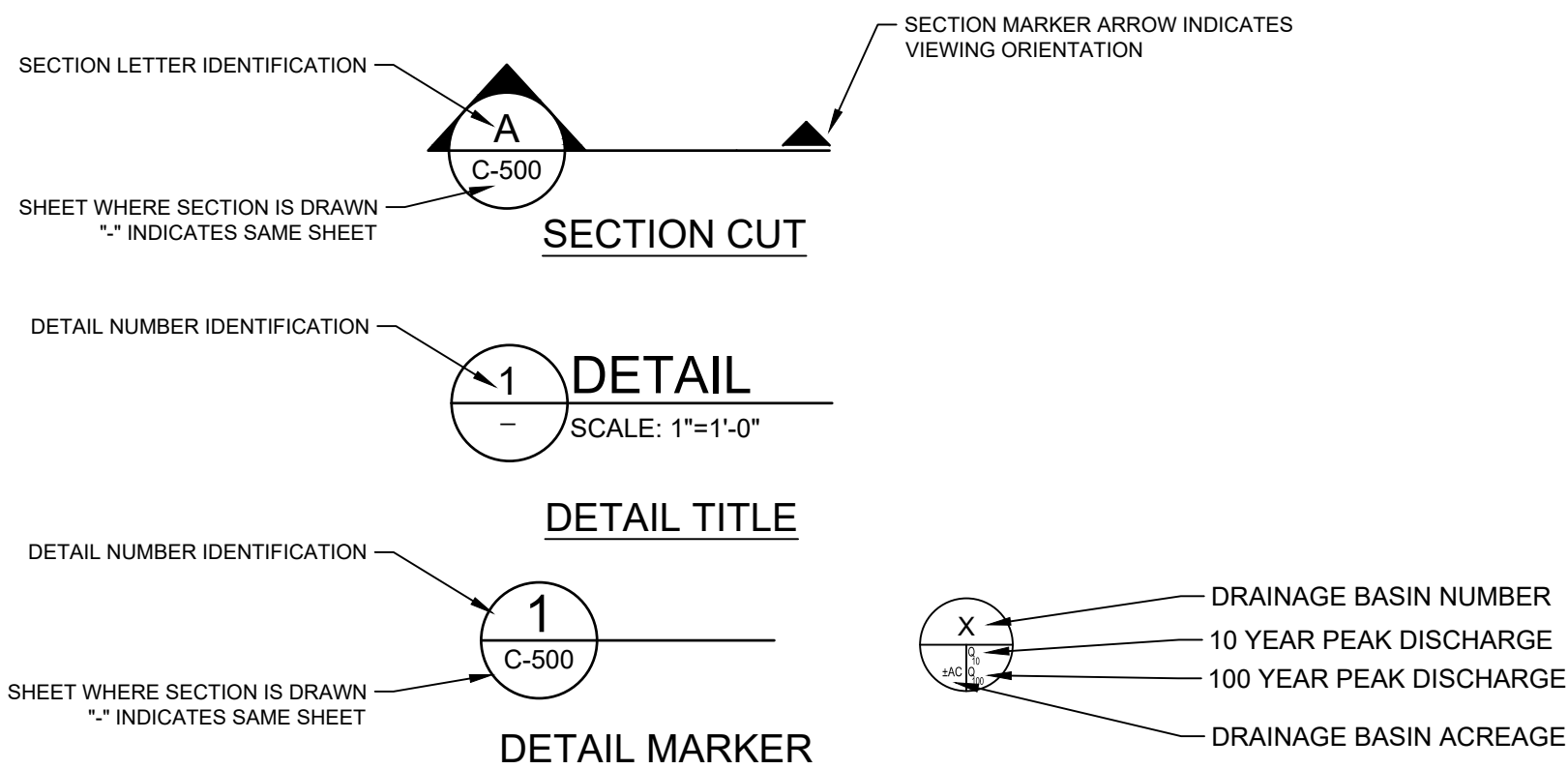
LEGEND

EXISTING			PROPOSED	
SS	SS	SANITARY SEWER LINE	---	RIGHT-OF-WAY LINE
W	W	WATER LINE	---	EASEMENT
XX	SD	STORM SEWER LINE	---	ASPHALT PAVEMENT
---	---	CULVERT	---	CONCRETE PAVEMENT/HARDSCAPE
⊙		SANITARY SEWER MANHOLE	S	SANITARY SEWER LINE
⊙		FIRE HYDRANT	W	WATER LINE
⊙		WATER VALVE	---	STORM SEWER LINE
⊙		STORM SEWER INLET	⊙	SANITARY SEWER MANHOLE
⊙		STORM SEWER STRUCTURE	⊙	WATER VALVE
---	---	ELECTRIC LINE	⊙	FIRE HYDRANT
---	---	COMMUNICATION LINE	⊙	FLARED END SECTION
---	---	GAS LINE	⊙	STORM SEWER INLET
---	---	LIGHT POLE	⊙	STORM SEWER MANHOLE
---	---	ELECTRIC TRANSFORMER	⊙	STORM SEWER WATER QUALITY VAULT
---	---	COMMUNICATION VAULT	⊙	STORM SEWER TRENCH DRAIN
---	---	PROPERTY LINE	⊙	ELECTRIC TRANSFORMER
---	---	RIGHT-OF-WAY	⊙	MAJOR CONTOUR
---	---	EASEMENT	⊙	MINOR CONTOUR
---	---	SECTION LINE	⊙	MAJOR CONTOUR
---	---	MINOR CONTOUR	⊙	100-YR FLOODPLAIN
---	---	MAJOR CONTOUR	⊙	EDGE OF RIVER
---	---	100-YR FLOODPLAIN	⊙	WETLAND SETBACK
---	---	EDGE OF RIVER	⊙	SURVEY MONUMENT
---	---	WETLAND SETBACK	⊙	RETAINING WALL
---	---	SURVEY MONUMENT	⊙	ASPHALT
---	---	RETAINING WALL	⊙	CONCRETE
---	---	ASPHALT	⊙	SNOWMELTED PAVEMENT
---	---	CONCRETE	⊙	WETLAND AREA
---	---	SNOWMELTED PAVEMENT	⊙	RIPRAP
---	---	WETLAND AREA	⊙	TREE
---	---	RIPRAP	⊙	EXISTING SLOPE GREATER THAN 50%
---	---	TREE	⊙	EXISTING MAJOR CONTOURS (5' INT.)
---	---	EXISTING SLOPE GREATER THAN 50%	⊙	EXISTING MINOR CONTOURS (1' INT.)
---	---	EXISTING MAJOR CONTOURS (5' INT.)	⊙	
---	---	EXISTING MINOR CONTOURS (1' INT.)	⊙	

ABBREVIATIONS

AC	ACRE	OFF	OFFSET
ABC	AGGREGATE BASE COURSE	PC	POINT OF CURVATURE
BFP	BACK FLOW PREVENTOR	PH	PHASE
BVCS	BEGIN VERTICAL CURVE STATION	PI	POINT OF INTERSECTION
C	CHORD	PSV	PRESSURE SUSTAINING VALVE
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION	PT	POINT OF TANGENCY
CFS	CUBIC FEET PER SECOND	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE, CLASS	R	RADIUS, RIGHT
CMP	CORRUGATED METAL PIPE	R/W	RIGHT-OF-WAY
CONC	CONCRETE	RCBC	REINFORCED CONCRETE PIPE, BOX CULVERT
CY	CUBIC YARD	RCP	REINFORCED CONCRETE PIPE
E	EASTING	RCPA	REINFORCED CONCRETE PIPE, ARCH SOUTH
EG	EXISTING GRADE	S	STATION
EL	ELEVATION	SHT	SHEET
ELEC	ELECTRICAL	SWMP	STORMWATER MANAGEMENT PLAN
EOA	EDGE OF ASPHALT	TBOC	TOP BACK OF CURB
EOG	EDGE OF GRAVEL	TOC	TOP OF CONCRETE
EOR	EDGE OF ROAD	TYP	TYPICAL
EVCS	END VERTICAL CURVE STATION	USFS	UNITED STATES FOREST SERVICE
FES	FLARED END SECTION	VBH	VAULT BLOCK HOUSE
FF	FINISH FLOOR	VERT	VERTICAL
FG	FINISH GRADE	W	WEST
FT, '	FOOT, FEET		
FH	FIRE HYDRANT		
HDPE	HIGH DENSITY POLYETHYLENE		
HGL	HYDRAULIC GRADE LINE		
HORIZ	HORIZONTAL		
HMA	HOT MIX ASPHALT		
IN, "	INCH		
INV	INVERT		
L	LENGTH, LEFT, LINE		
LF	LINEAR FEET		
MH	MANHOLE		
N	NORTH, NORTHING		
NC	NORMALLY CLOSED		
NO	NORMALLY OPEN		
NO.	NUMBER		
NTS	NOT TO SCALE		

MARKER DESCRIPTORS



TETRA TECH ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS (HORIZONTAL AND VERTICAL). THE EXISTING UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.



Utility Notification
Center of Colorado
Administrative Office 303-232-1991
16361 Table Mountain Parkway
Golden, Co 80215

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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THE IMPERIAL / PARCEL 4
1599 SKI HILL RD., BRECKENRIDGE, CO 80424
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

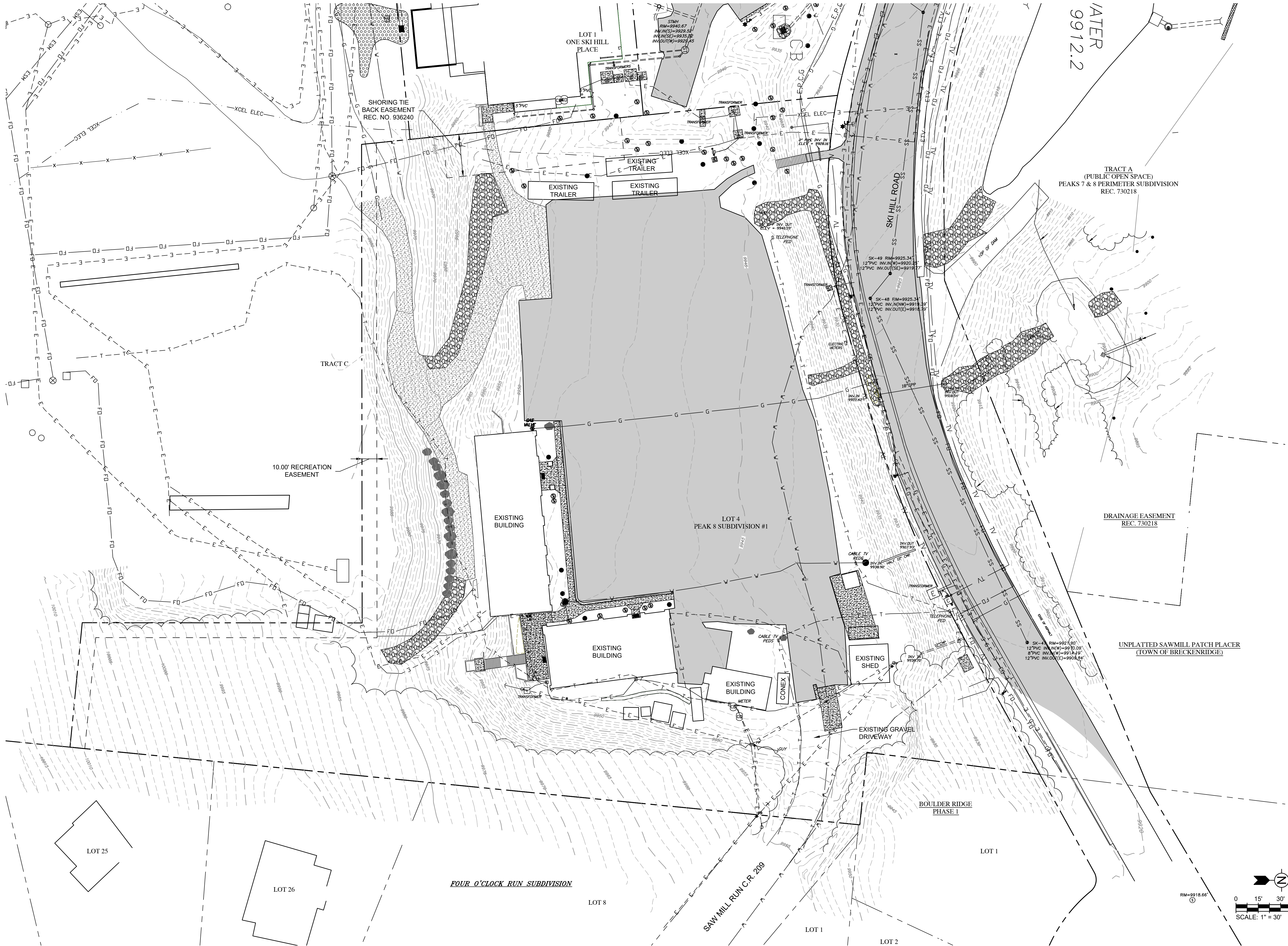
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ISSUE DATE:	11/01/2024
REVISIONS:	
Rev. 1	12/30/2024
Rev. 2	02/17/2025

SHEET TITLE:
LEGEND AND ABBREVIATIONS

SHEET NUMBER:

C-001

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THE IMPERIAL / PARCEL 4
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PRELIMINARY CLASS A SITE PLAN SUBMITTAL

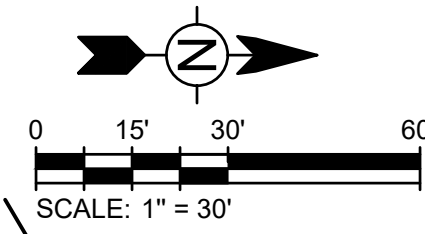
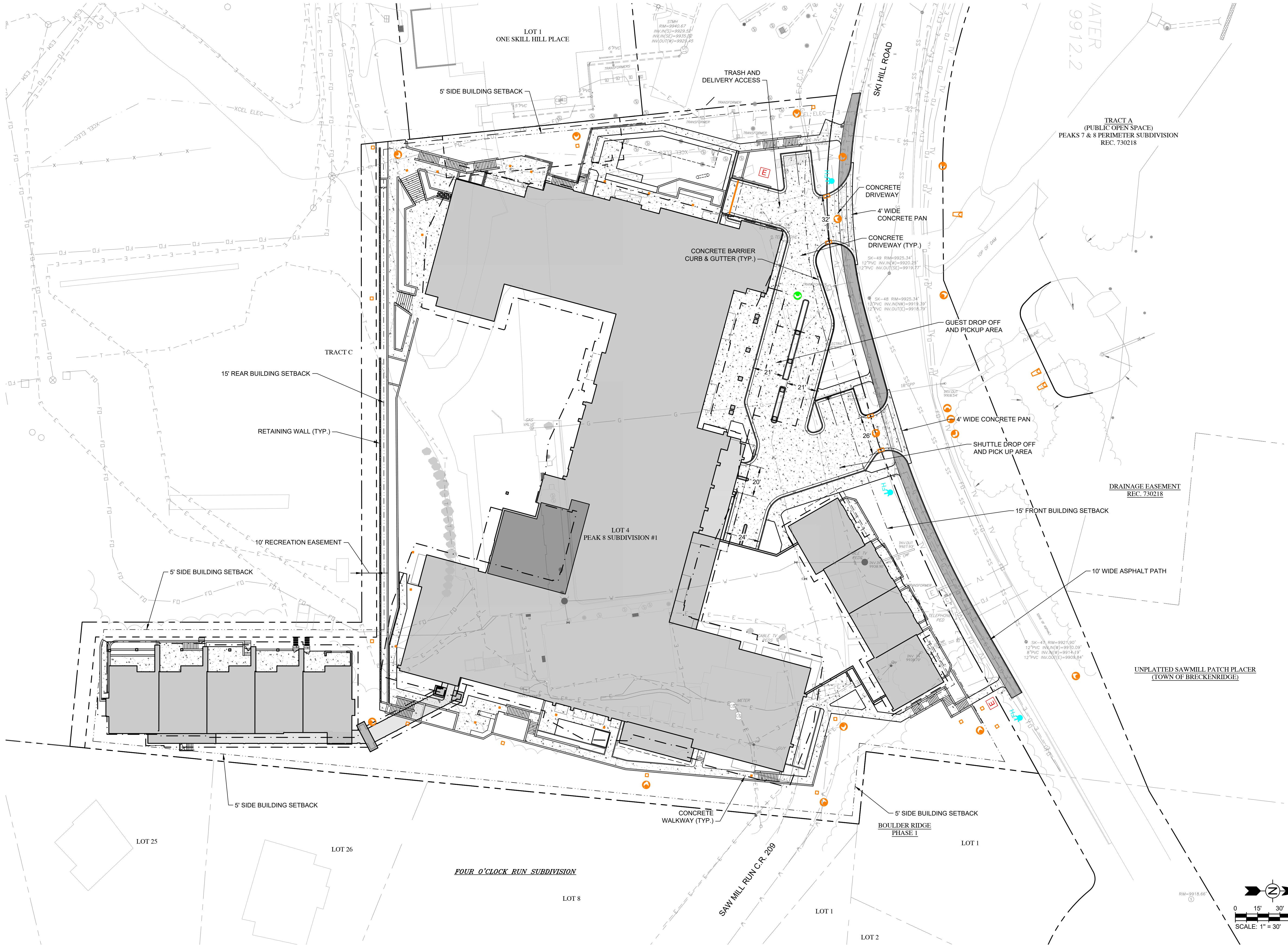
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CHECKED BY: CDD
PROJECT NO.: 200-322517-21001
ISSUE DATE: 11/01/2024
REVISIONS:
Rev. 1 12/30/2024
Rev. 2 02/17/2025

SHEET TITLE:
EXISTING
CONDITIONS
PLAN
SHEET NUMBER:

C-101

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THE IMPERIAL / PARCEL 4
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PRELIMINARY CLASS A SITE PLAN SUBMITTAL

DRAWN BY: AJK

CHECKED BY: CDD

PROJECT NO.: 200-322517-21001

ISSUE DATE: 11/01/2024

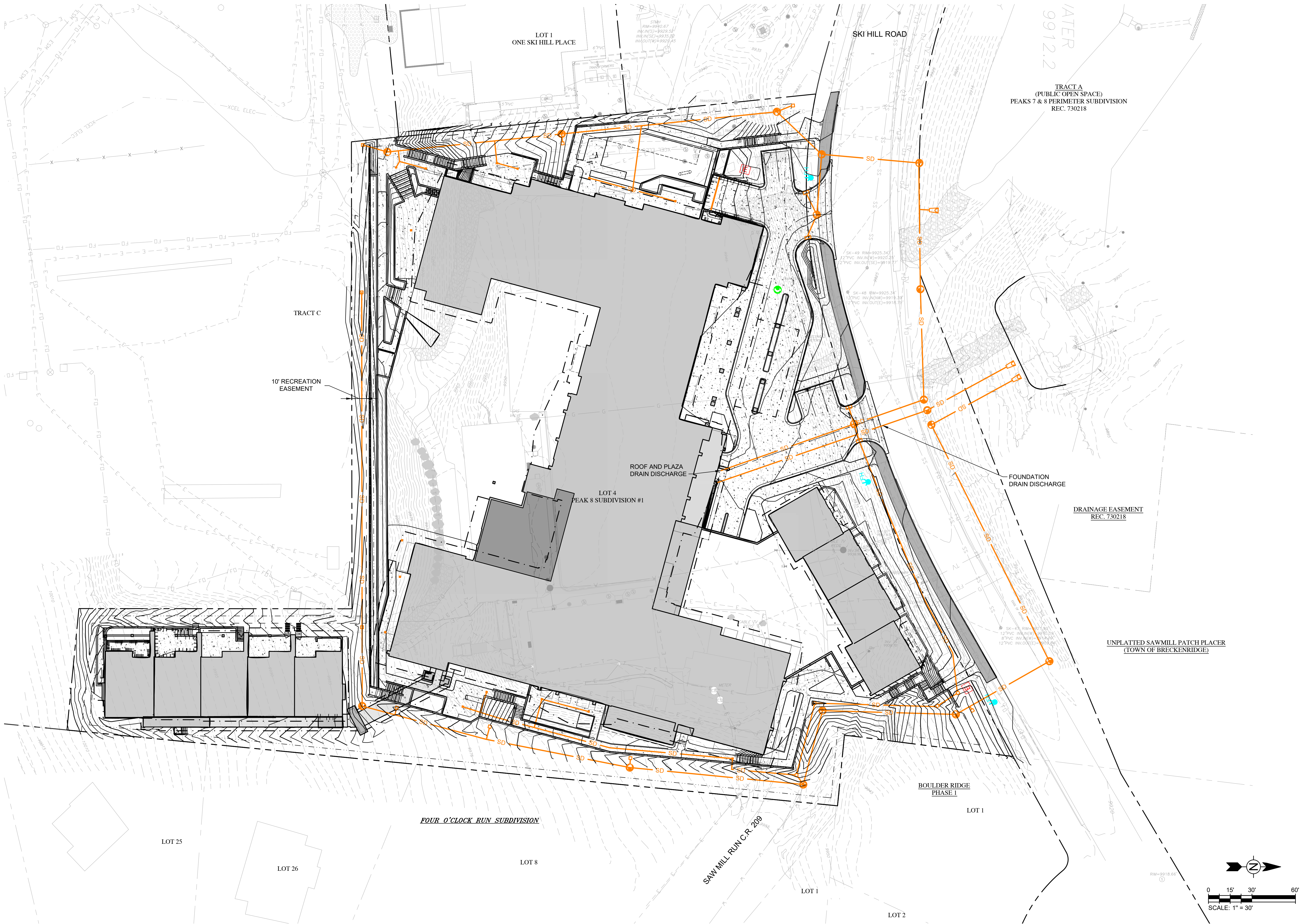
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SHEET TITLE:
CIVIL SITE PLAN

SHEET NUMBER:
C-105

Page 62 of 226

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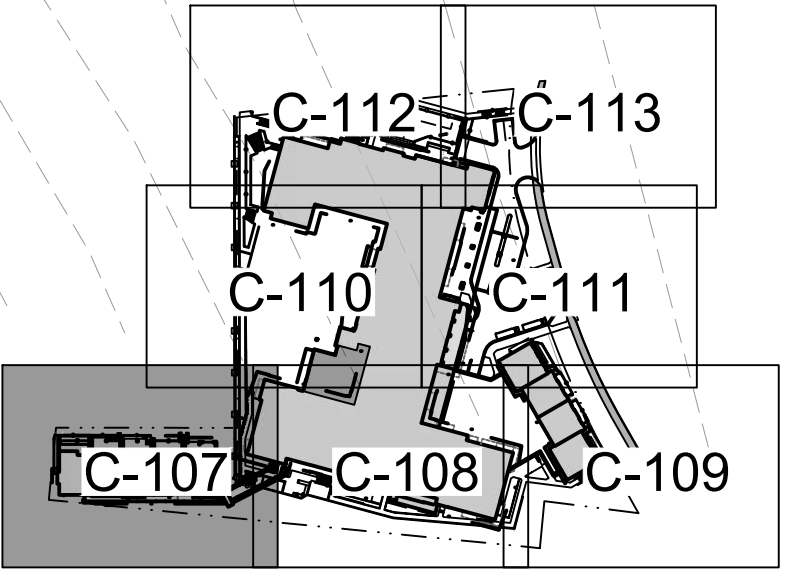
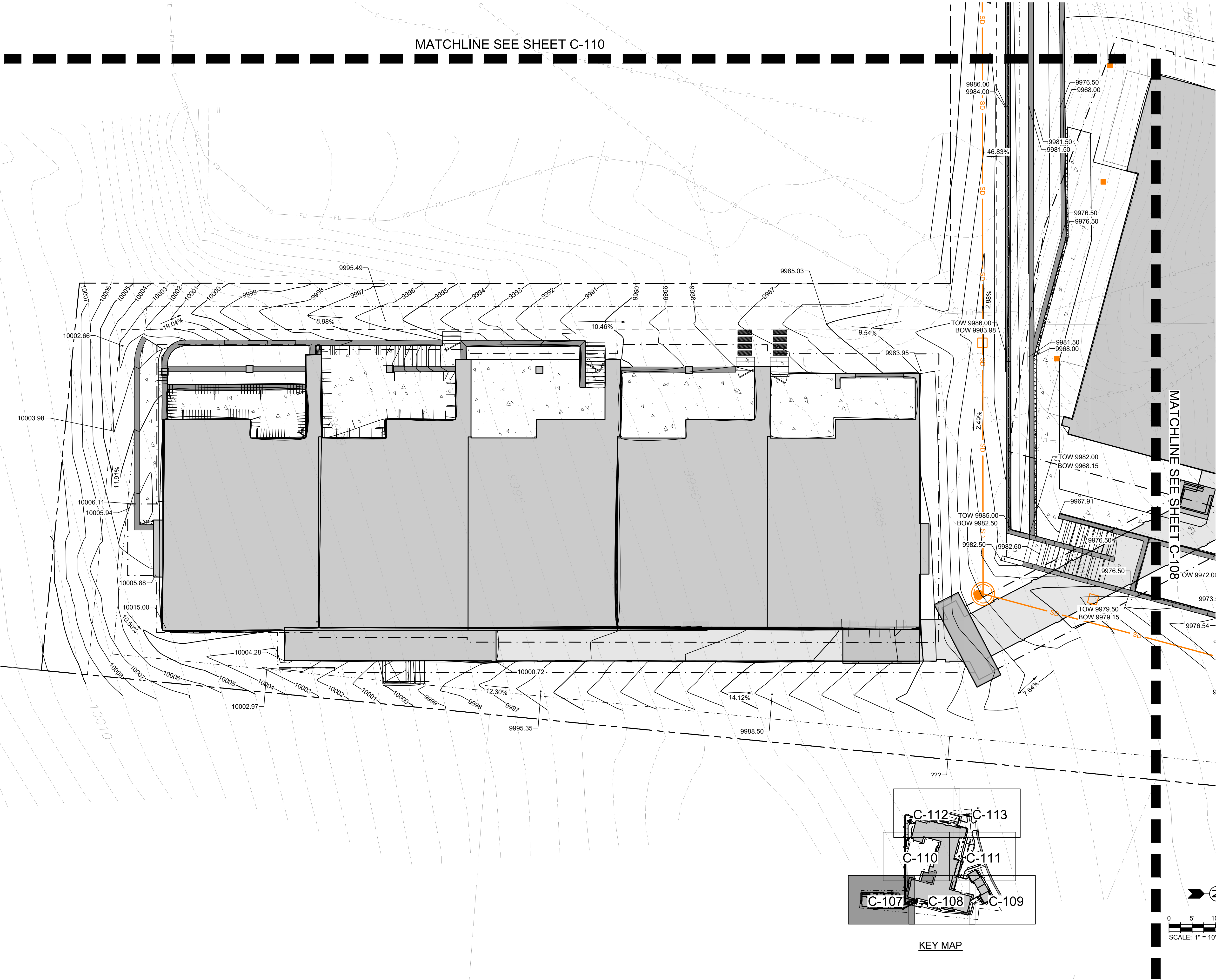
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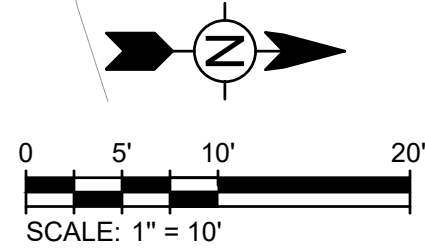
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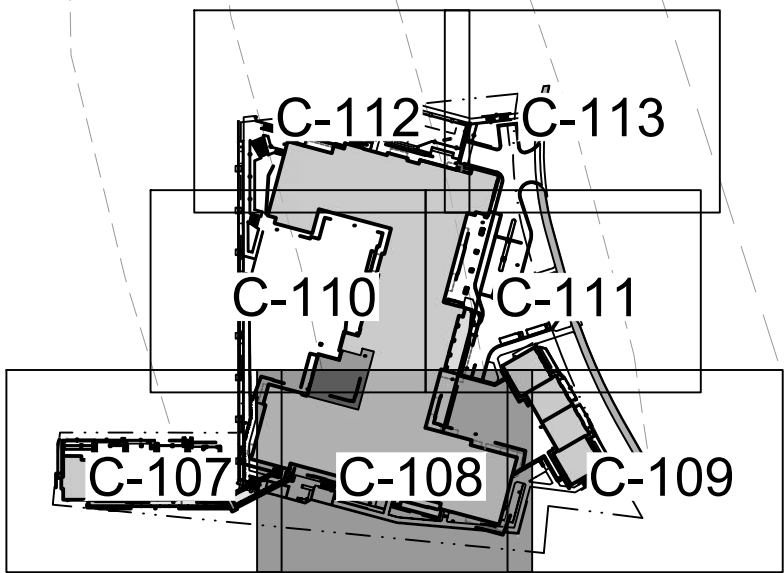
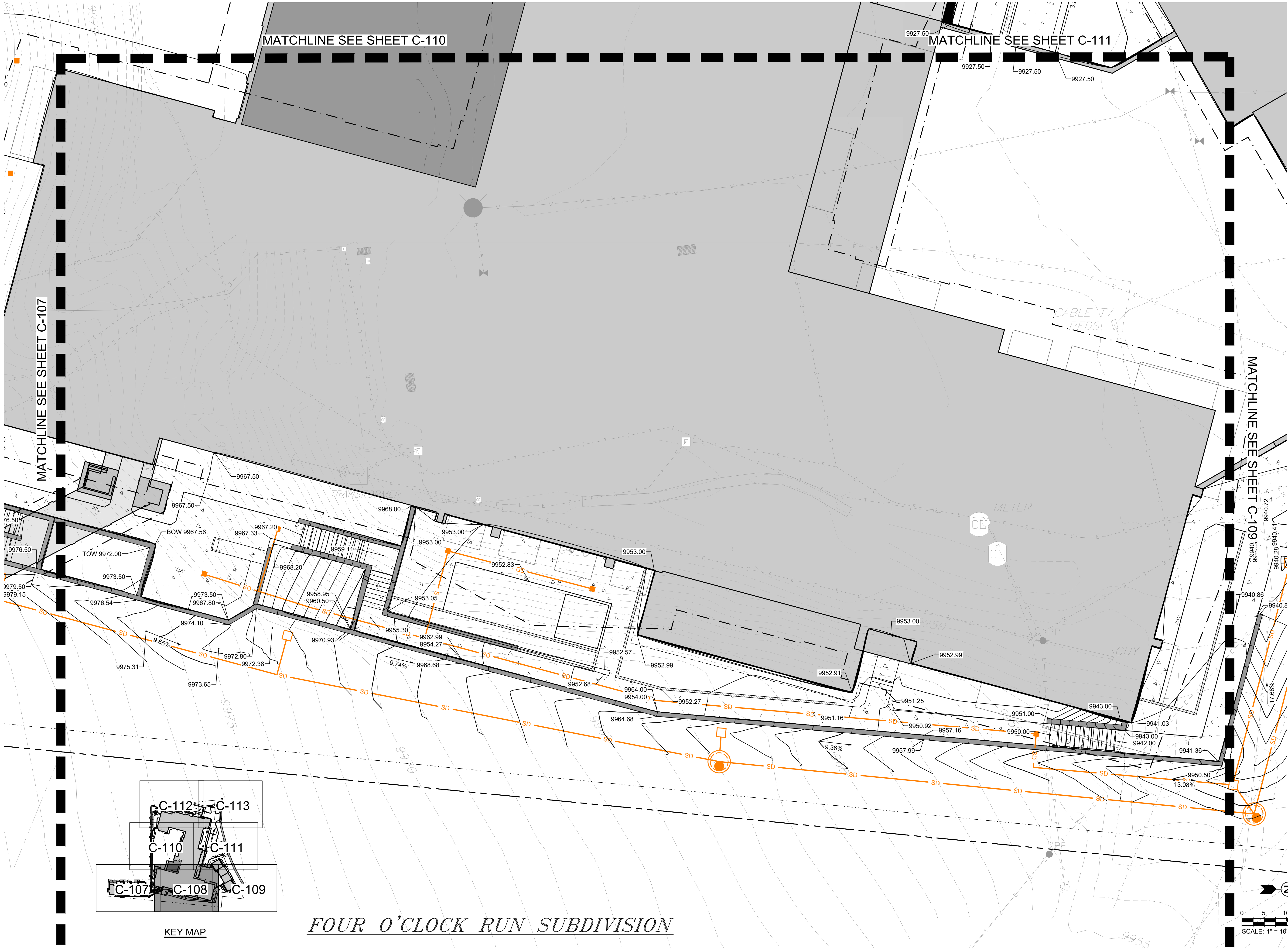
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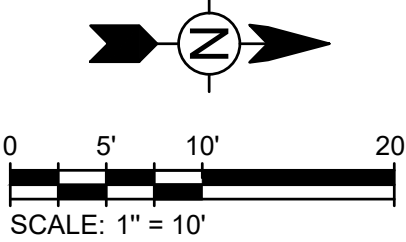
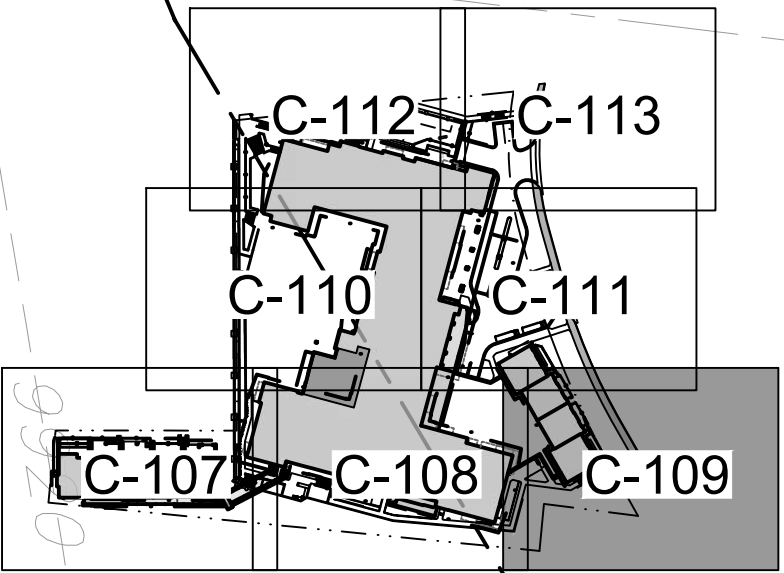
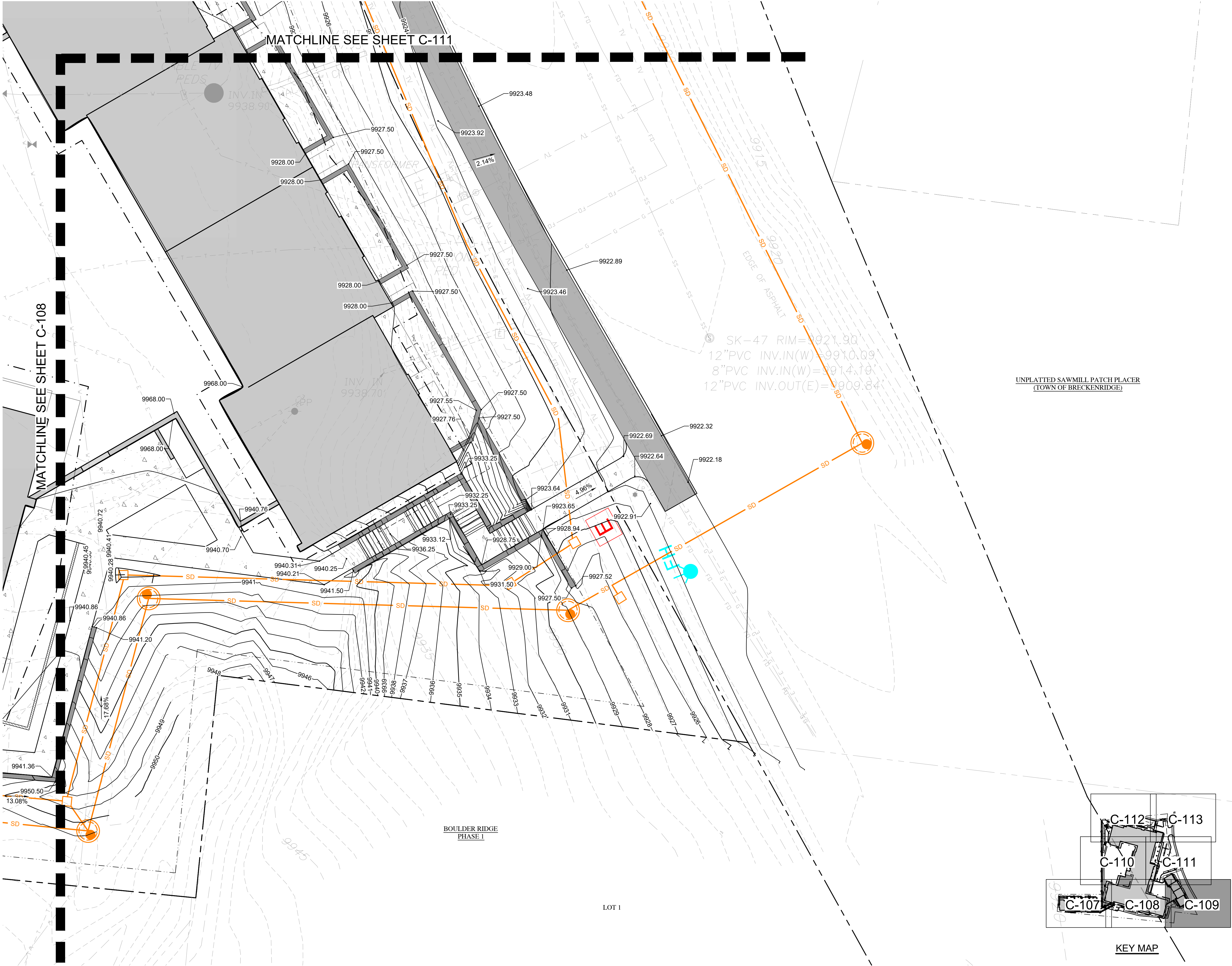
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SHEET NUMBER:

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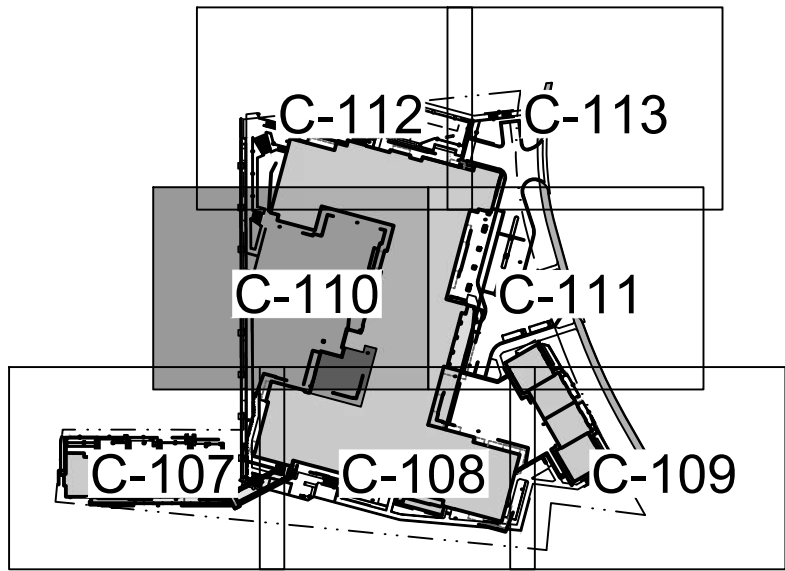
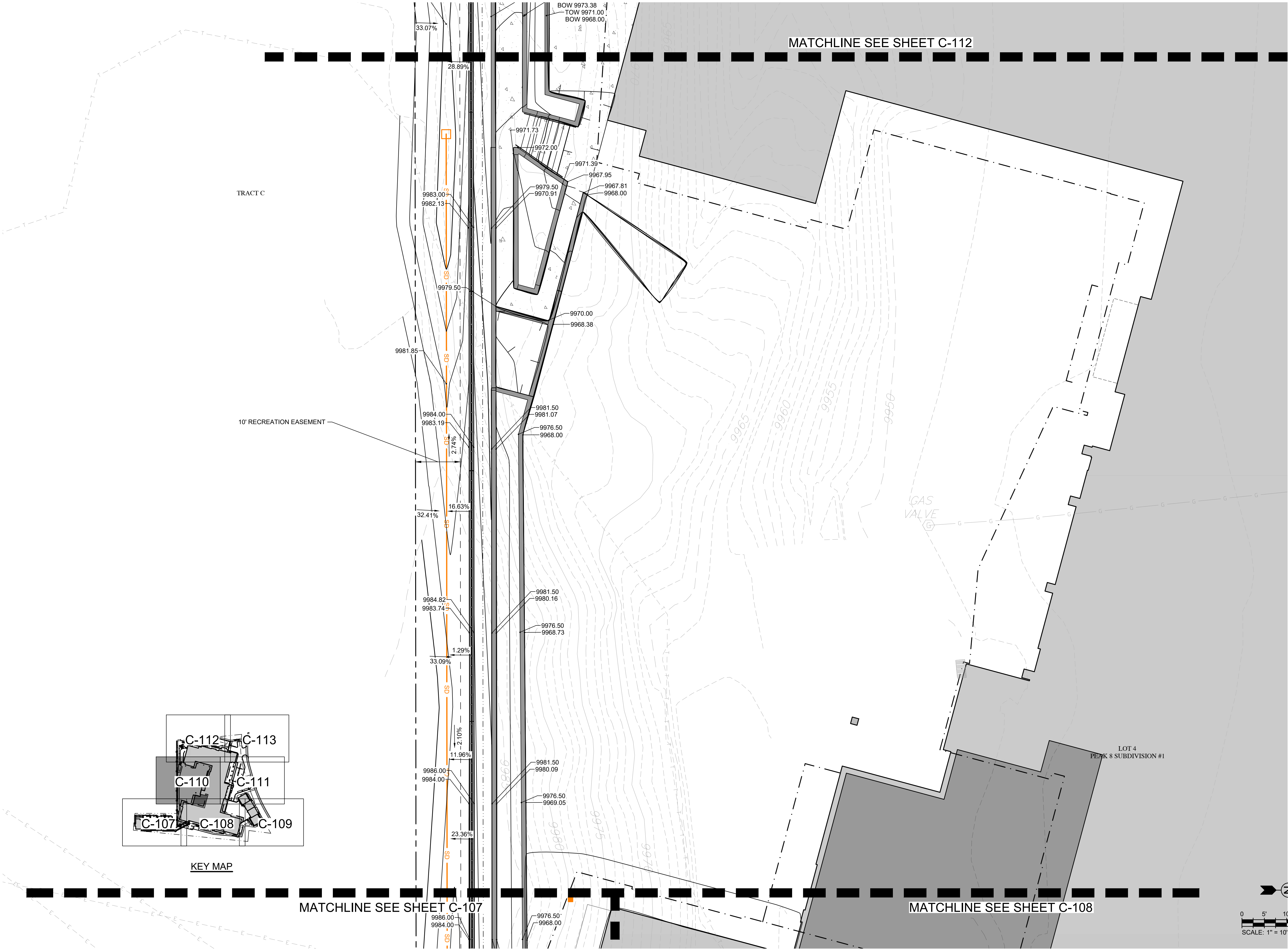
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PLAN

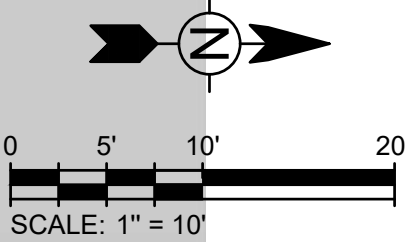
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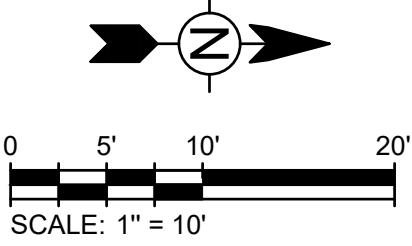
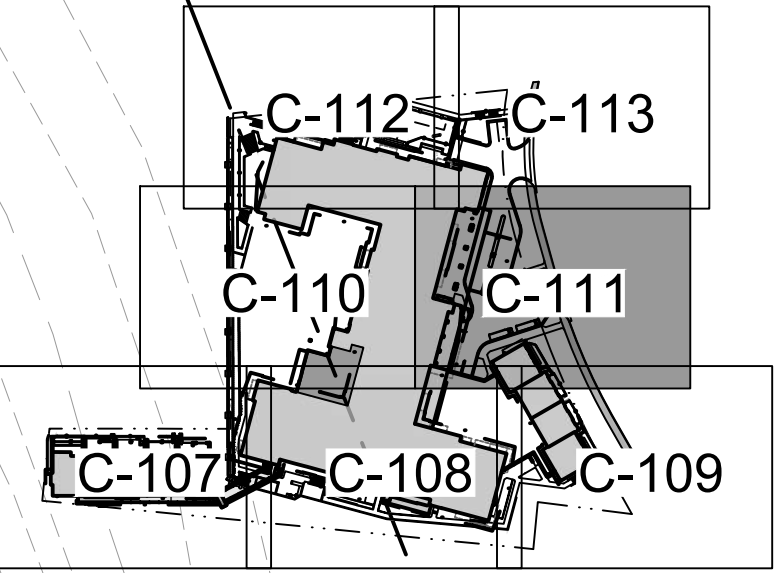
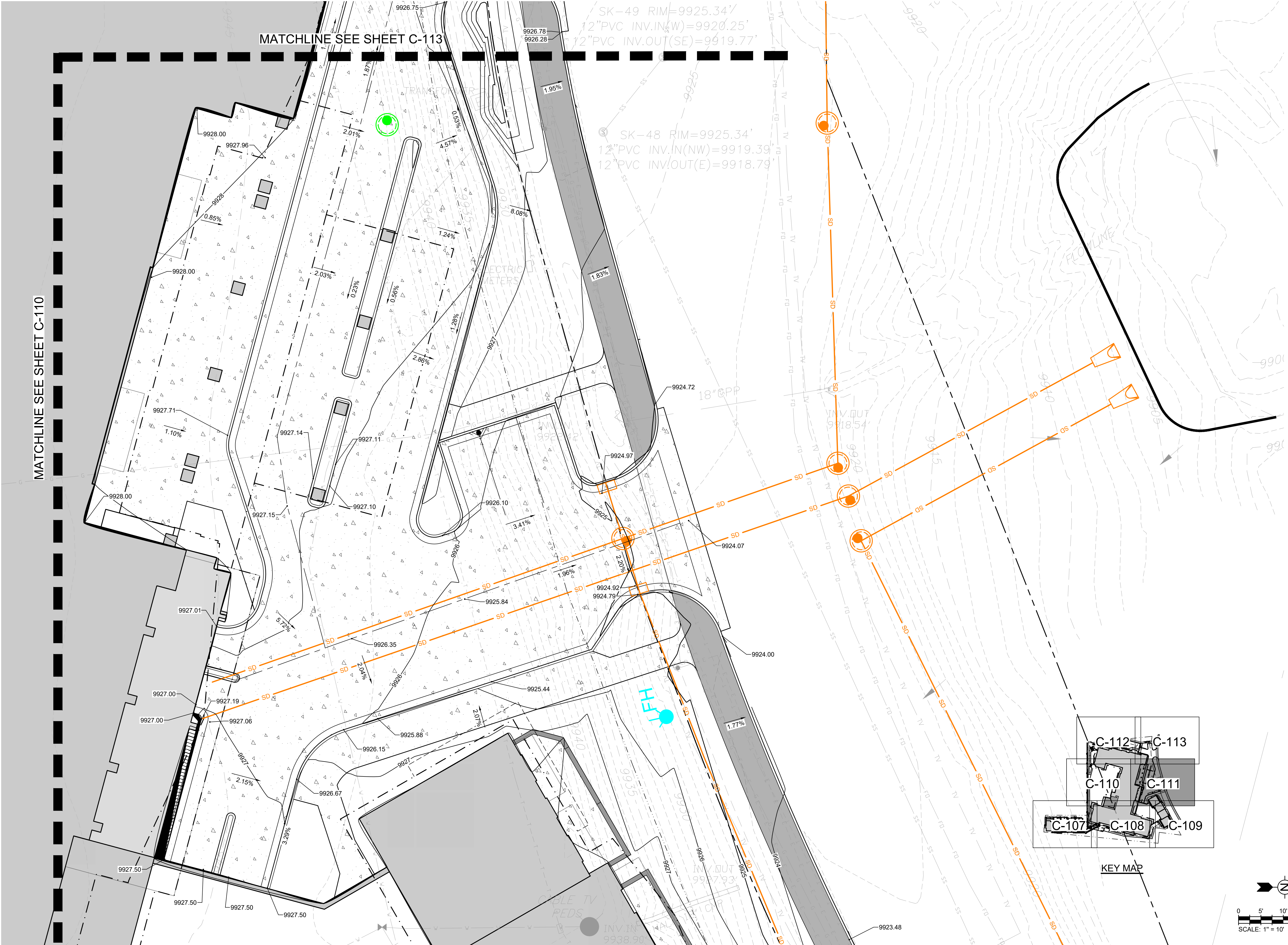
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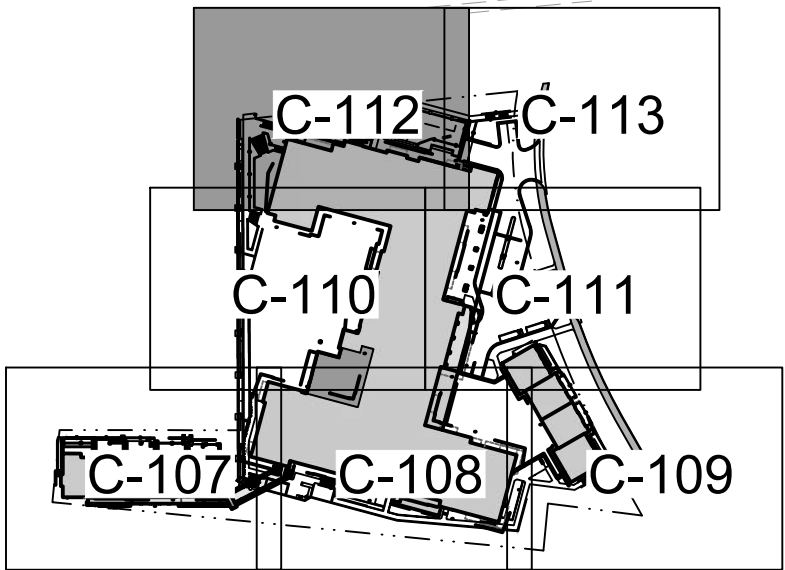
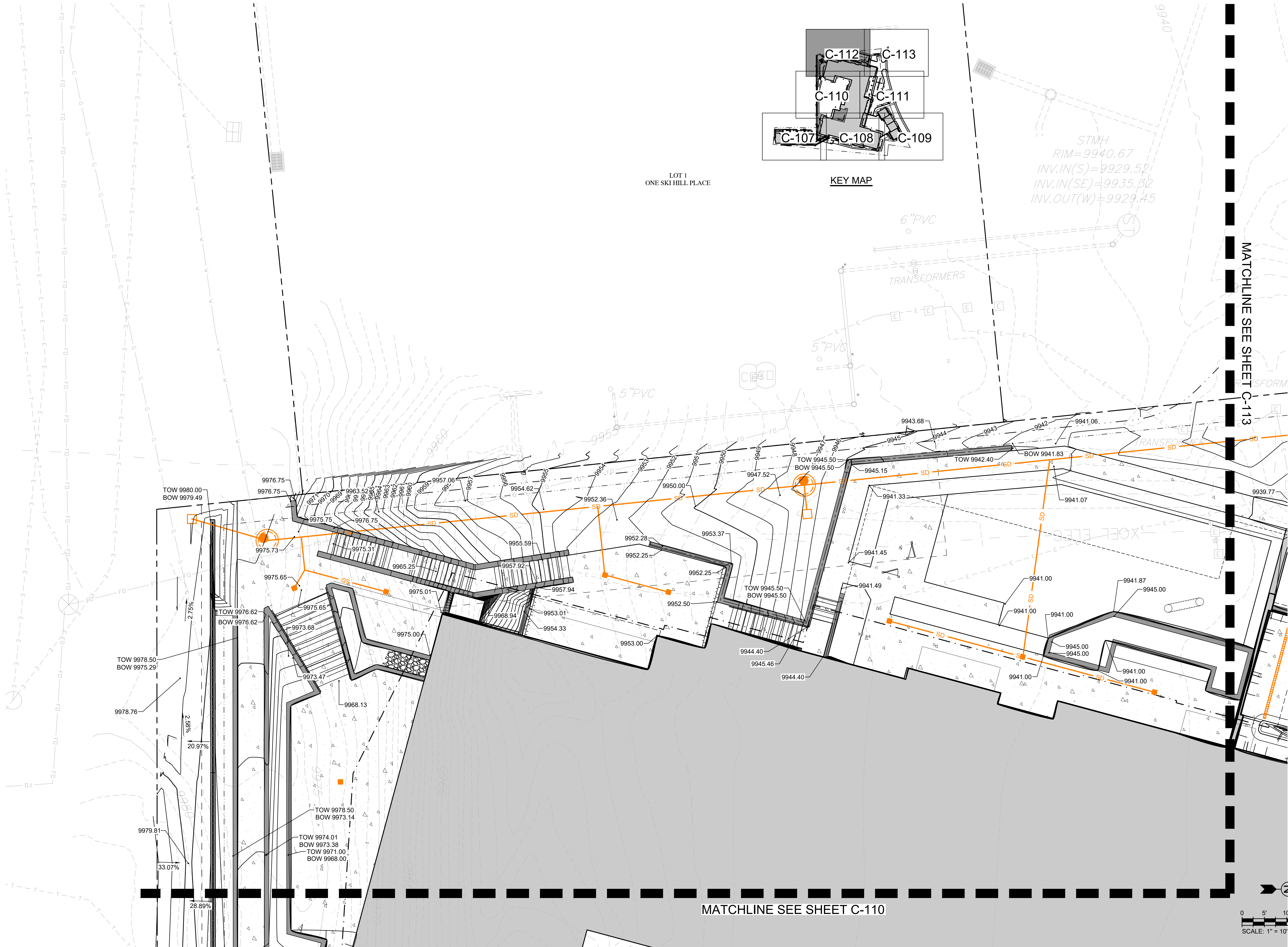
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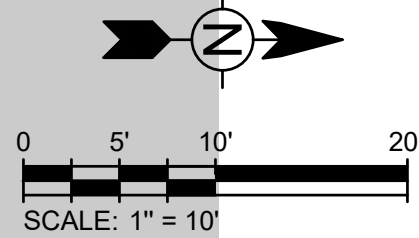
LOT 1
ONE SKI HILL PLACE

KEY MAP

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INV.IN(SE)=9935.32
INV.OUT(W)=9929.45

MATCHLINE SEE SHEET C-113

MATCHLINE SEE SHEET C-110



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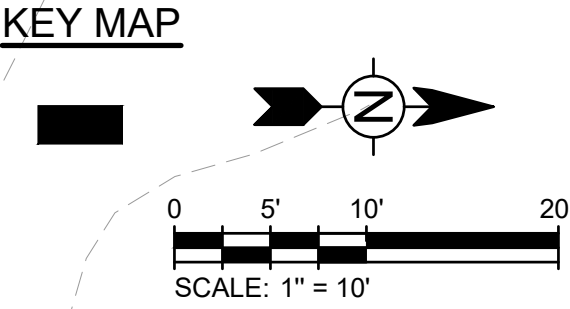
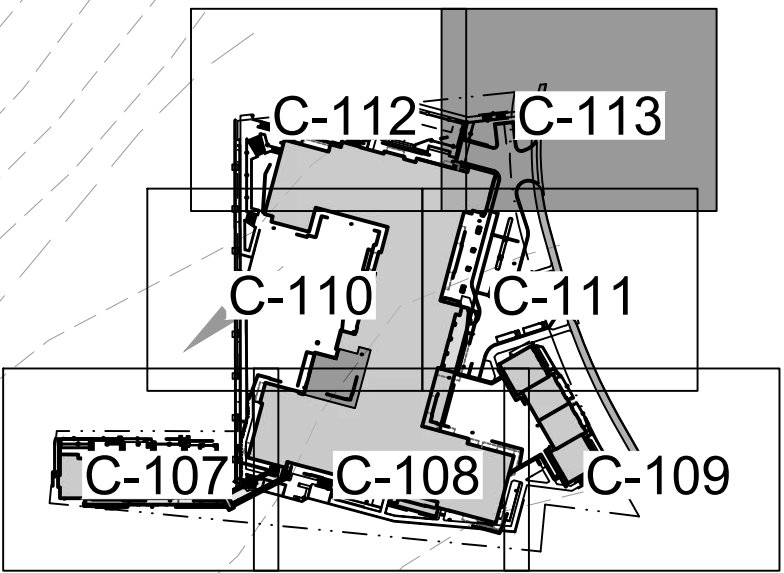
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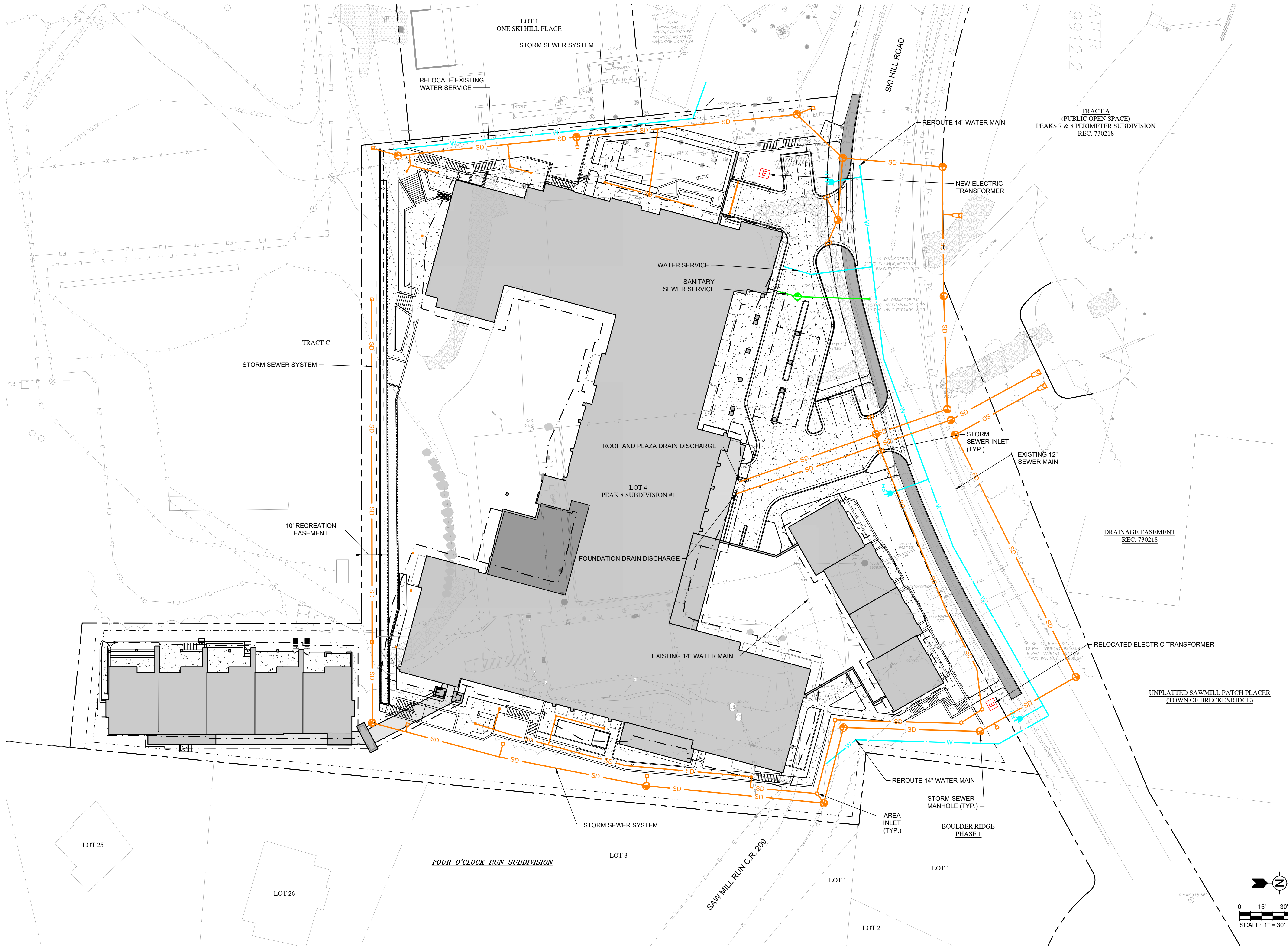
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C-113

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SHEET TITLE:

OVERALL COMPOSITE UTILITY PLAN

SHEET NUMBER:

C-120

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LAYOUT & GRADING LEGEND

	PROPERTY LINE
	SETBACK LINE
	EASEMENT LINE
	SITE WALL (SEE CIVIL PLANS)
	BENCH
	WASTE RECEPTACLE
	SITE FENCE/RAILING
	PROPOSED 1' CONTOUR
	PROPOSED 5' CONTOUR
	EXISTING 1' CONTOUR
	EXISTING 5' CONTOUR
	EXISTING ROCK WALL
	PLANTING AREA
	SYNTHETIC TURF AREA
	GRAVEL MULCH

REFUSE COLLECTION PLAN

ALL GENERATED REFUSE FOR THE OCCUPIED STRUCTURE WILL BE COLLECTED IN A CENTRAL HOLDING AREA. THE CENTRAL HOLDING AREA IS CONCEALED FROM VIEW WITHIN A REFUSE ENCLOSURE INCORPORATED INTO THE PRIMARY MIXED-USE BUILDING STRUCTURE'S LOADING & SERVICE BACK-OF-HOUSE AREA. REFUSE COLLECTION FOR NON-OCCUPIED AREAS SUCH AS AMENITY AREAS, OPEN SPACE ZONES, PARKING AREAS, AND SIDEWALKS WILL OCCUR IN LOCALIZED REFUSE CONTAINERS, WHICH WILL BE EMPTIED REGULARLY BY MAINTENANCE STAFF AND TRANSPORTED TO THE CENTRAL HOLDING AREA.

GENERAL NOTES

ALL RETAINING WALLS, HARDSCAPE, WALKWAYS, ROADWAY PAVING, PARKING LOT COMPONENTS, AND ANY OTHER SITE ELEMENTS SHOWN ON PLAN, OTHER THAN WHAT IS LABELED AND REPRESENTED IN THE LEGEND ON THIS SHEET, REFER TO CIVIL SITE PLAN SHEETS FOR FURTHER INFORMATION.

GRADING SHOWN ON PLAN FOR CONCEPTUAL INTENT. FOR ALL DETAILED GRADING INFORMATION, REFER TO CIVIL SHEETS

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SHEET TITLE:

LANDSCAPE SITE PLAN

SHEET NUMBER:

L100

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LANDSCAPE SITE LEGEND

PROPERTY LINE

SETBACK LINE

EASEMENT LINE

LOT COVERAGE DIAGRAM
LEGEND

OPEN SPACE / PERMEABLE
AREAS

HARDSCAPE AREAS

BUILDING AREAS

LOT COVERAGE SUMMARY

PEAK 8		
	SQ.FT	PERCENTAGE
OPEN SPACE/ PERMEABLE AREA	56,363 S.F.	31.0%
HARDSCAPE	53,817 S.F.	29.5%
BUILDING	71,745 S.F.	39.5%
TOTAL LOT AREA	181,925 S.F.	100%



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LOT COVERAGE
PLAN

SHEET NUMBER:

L101

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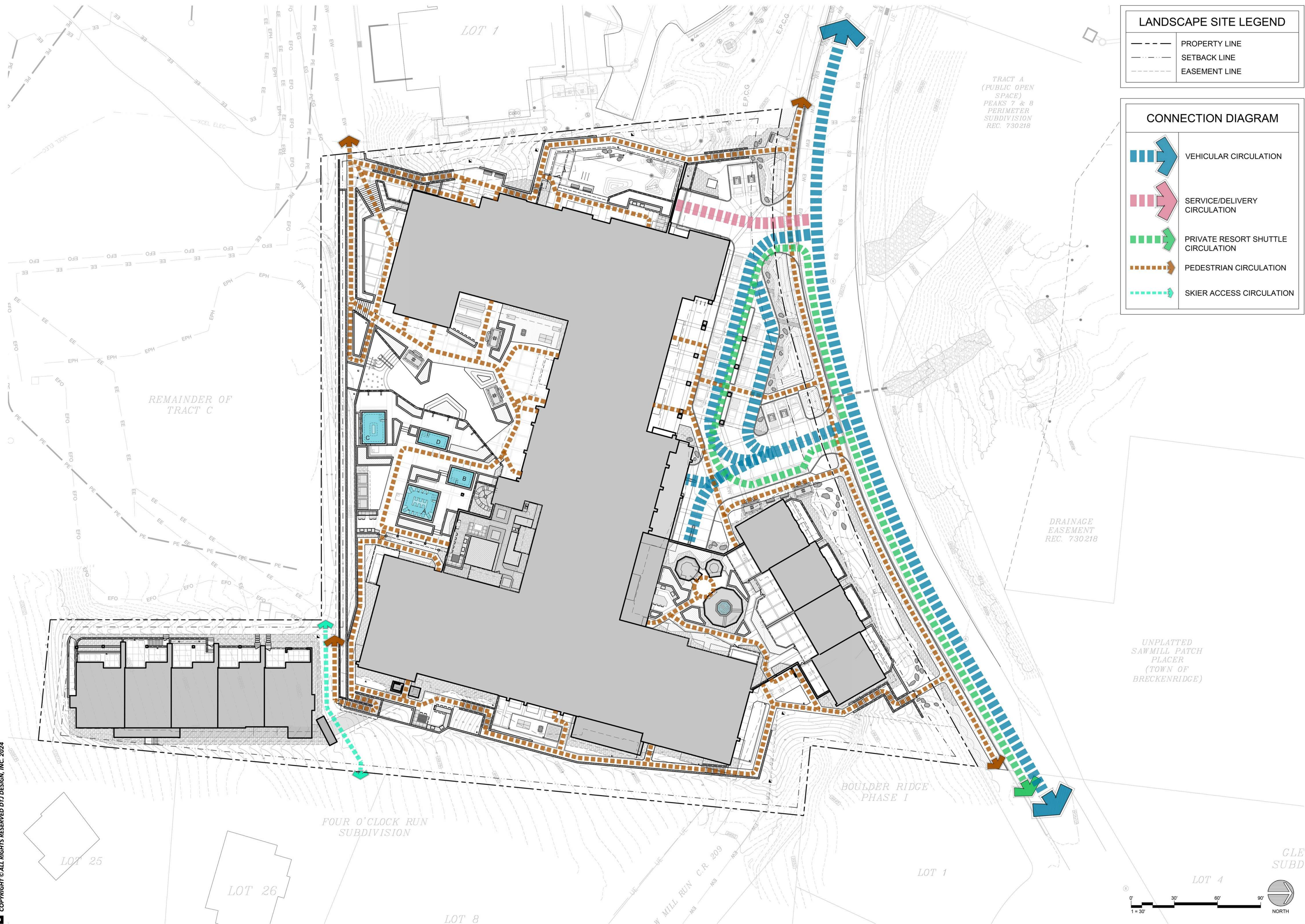
1" = 30'

GLE
SUBD

NORTH

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LANDSCAPE SITE LEGEND

PROPERTY LINE

SETBACK LINE

EASEMENT LINE

CONNECTION DIAGRAM

VEHICULAR CIRCULATION

SERVICE/DELIVERY CIRCULATION

PRIVATE RESORT SHUTTLE CIRCULATION

PEDESTRIAN CIRCULATION

SKIER ACCESS CIRCULATION

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LANDSCAPE SITE LEGEND		
	PROPERTY LINE	
	SETBACK LINE	
	EASEMENT LINE	

EXISTING VEGETATION MANAGEMENT LEGEND		
EXISTING TREE MANAGEMENT LEGEND		
SYMBOL	CATEGORY	QTY.
	EXISTING TREE TO BE PRESERVED	4
TOTAL PRESERVED		4
	EXISTING TREE TO BE REMOVED	49
TOTAL REMOVED		49
	PROPOSED TREE	132
TOTAL ADDED		132
	FORESTED AREA TO BE PRESERVED	3,434 FT ² (0.79 ACRES)
TOTAL PRESERVED		3,434 FT ²
	FORESTED AREA TO BE REMOVED	29,596 FT ² (6.79 ACRES)
TOTAL REMOVED		29,596 FT ²

- EXISTING VEGETATION MANAGEMENT NOTES
- ALL EXISTING VEGETATION ON SITE IS TO BE PRESERVED OUTSIDE THE BOUNDARIES OF GRADING DISTURBANCE ZONES, OR OTHERWISE NOTED ON THIS DOCUMENT. PROJECT SHALL ADHERE TO CURRENT CODE COMPLIANCE FOR WILDLAND FIRE MITIGATION DEFENSIBLE SPACE, WHERE APPLICABLE, AS OUTLINED BY THE LOCAL FIRE JURISDICTION AUTHORITY AND TOWN OF BRECKENRIDGE DEVELOPMENT CODE PARAMETERS.
 - ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED BASED ON DETAILED SITE SURVEY TREE LOCATIONS AND FORESTED BOUNDARIES, AS WELL AS AERIAL PHOTOGRAPHIC ANALYSIS. EXACT TREE LOCATIONS AND FORESTED BOUNDARIES MAY DIFFER SLIGHTLY FROM SURVEY INFORMATION.

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EXISTING TREE MANAGEMENT PLAN

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L104

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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

SITE WALL LEGEND

CIP CONCRETE CORE WALL WITH NATURAL THIN-CUT STONE VENEER + CUT STONE CAP



CHARACTER IMAGE BUILT IMAGE
MOUNTAIN ASH THIN-CUT STONE VENEER
BY GALLEGOS (#379W)



COLORADO BUFF
SANDSTONE CAP

PODIUM TOP-CIP CONCRETE/CMU CORE WALL WITH NATURAL THIN-CUT STONE VENEER + CUT STONE CAP



CHARACTER IMAGE BUILT IMAGE
MOUNTAIN ASH THIN-CUT STONE VENEER
BY GALLEGOS (#379W)



COLORADO BUFF
SANDSTONE CAP

CARVED & STAINED FAUX STONE SHORING WALL. STYLE AND COLORATION TO SIMULATE DRY STACKED BOULDER WALL



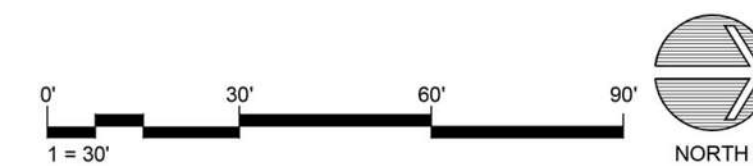
ESSEX LEDGER (#M18)
BY BOULDERSCAPE

GREY CIP CONCRETE WALL WITH NATURAL THIN-CUT STONE VENEER ON ONE-SIDE



CHARACTER IMAGE BUILT IMAGE
MOUNTAIN ASH THIN-CUT STONE VENEER
BY GALLEGOS (#379W)

BUILDING SHORING WALL LOCATIONS (SEE
ARCHITECTURE PLANS, NO EXPOSED
SURFACES ABOVE GRADE)



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LANDSCAPE SITE LEGEND

PROPERTY LINE

SETBACK LINE

EASEMENT LINE

SITE WALL LEGEND

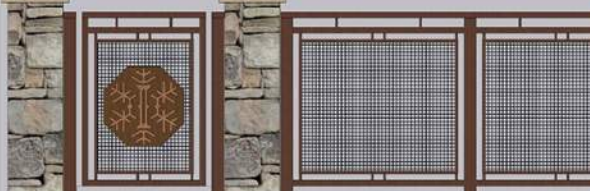
SAFETY RAIL TYPE 1
42" HEIGHT, METAL FRAMING WITH MESH INFILL PANELS, PAINTED DARK BROWN COLOR FINISH.

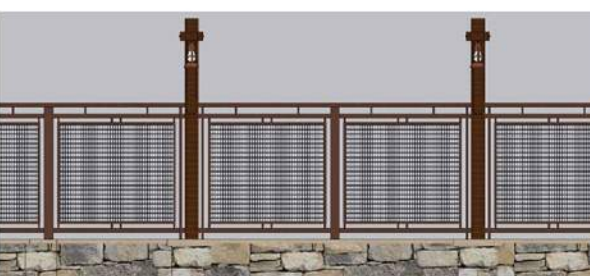


PROPOSED TYPICAL ELEVATION DESIGN

SAFETY RAIL TYPE 2 - PATIO EDGE RAILS
42" HEIGHT, METAL FRAMING WITH VERTICAL PICKETS, REF. ARCHITECTURE.

FENCE TYPE 1 - POOL BARRIER
5' HEIGHT, METAL FRAMING WITH MESH INFILL PANELS, PAINTED DARK BROWN COLOR FINISH.





PROPOSED TYPICAL ELEVATION DESIGN IMAGES

FENCE TYPE 2 - DOG PARK BARRIER
5' HEIGHT, METAL FRAMING WITH VERTICAL PICKETS, PAINTED DARK BROWN COLOR FINISH.



CHARACTER IMAGE OF DESIGN INTENT

FENCE TYPE 3 - SKIER BARRIER
2' CAST IN PLACE CONCRETE WALL (REF. L105 WALL DIAGRAM), WITH 4' TALL WELDED WIRE MESH METAL FENCING, POWDER COATED BLACK COLOR FINISH. SEE SHEET L200 FOR SKIER BARRIER DESIGN DETAILS.





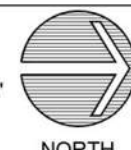
DESIGN INTENT CHARACTER IMAGES

RAIL TYPE 1 - STAIRS & RAMP HANDRAILS
FREE-STANDING OR WALL HUNG PAINTED BENT TUBE STEEL

NOTE:
ALL PROPOSED SITE RAILINGS AND FENCING TO BE METAL (STEEL OR ALUMINUM) CONSTRUCTION WITH POWDER COAT/FIELD PAINTED SURFACE FINISHES. ALL RAILINGS ATTACHED-TO OR ASSOCIATED WITH THE ARCHITECTURE, SEE ARCHITECTURE PLANS AND ELEVATIONS FOR DESIGN. ALL PAINTED COLOR FINISH SELECTIONS ARE TO MATCH ARCHITECTURAL BUILDING METAL-WORK COMPONENTS FOR CONTINUITY OF DESIGN.

0' 30' 60' 90'

1" = 30'



NORTH

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DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

DTJ DESIGN, Inc.
3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533
www.dtjdesign.com

THE IMPERIAL / PARCEL 4

1599 SKI HILL RD., BRECKENRIDGE, CO 80424

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

DRAWN BY: PM

CHECKED BY: ZE

PROJECT NO.: 2023024.40

ISSUE DATE: 10/29/2024

REVISIONS: 1 12/30/2024

2 02/17/2025

SHEET TITLE:
SITE FENCE PLAN

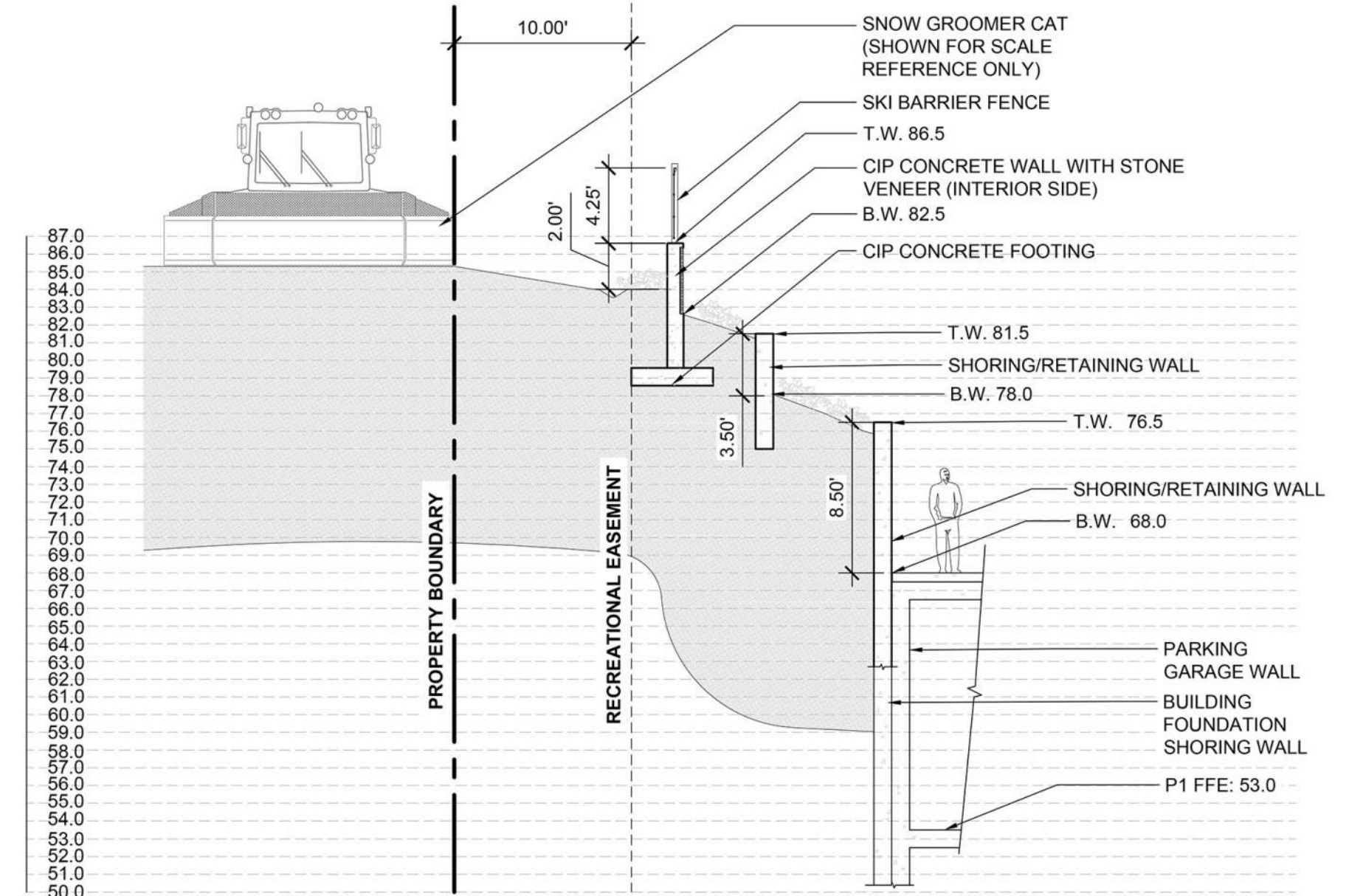
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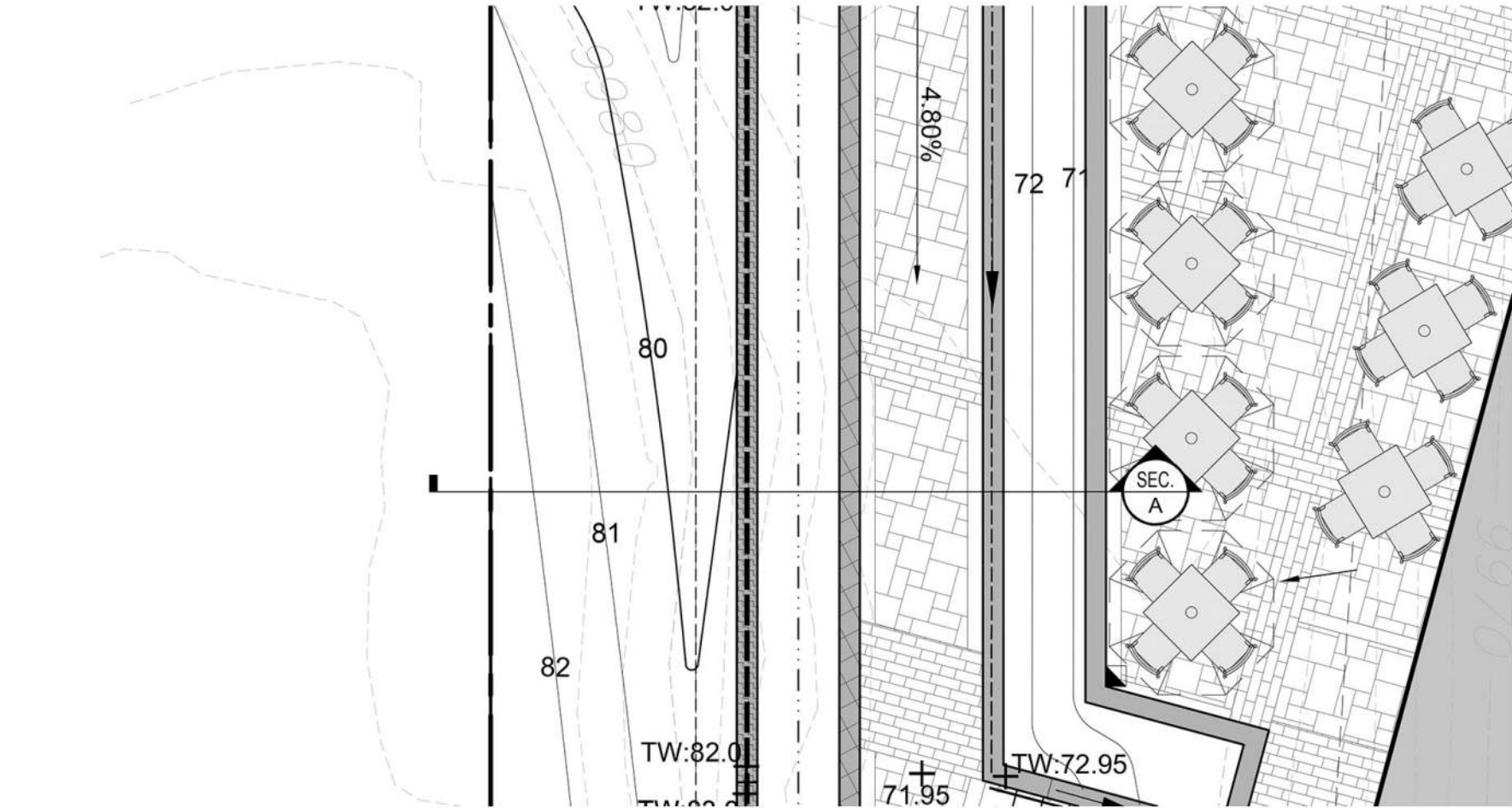
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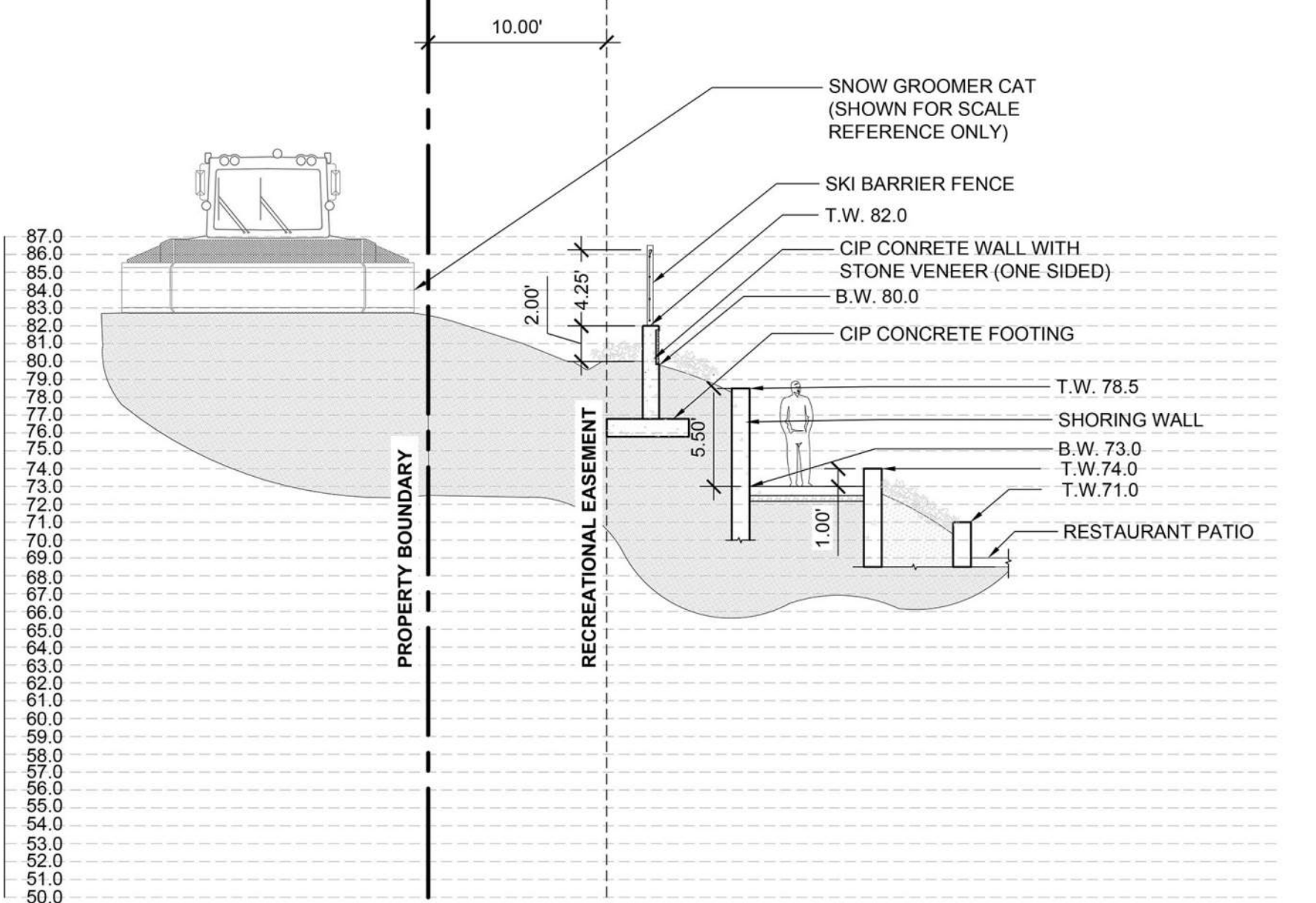
FENCING CHARACTER
ROLLED-TOP WELDED WIRE MESH FENCE WITH BLACK POWDER COAT FINISH. 4" SQUARE POWDER COAT STEEL POSTS.



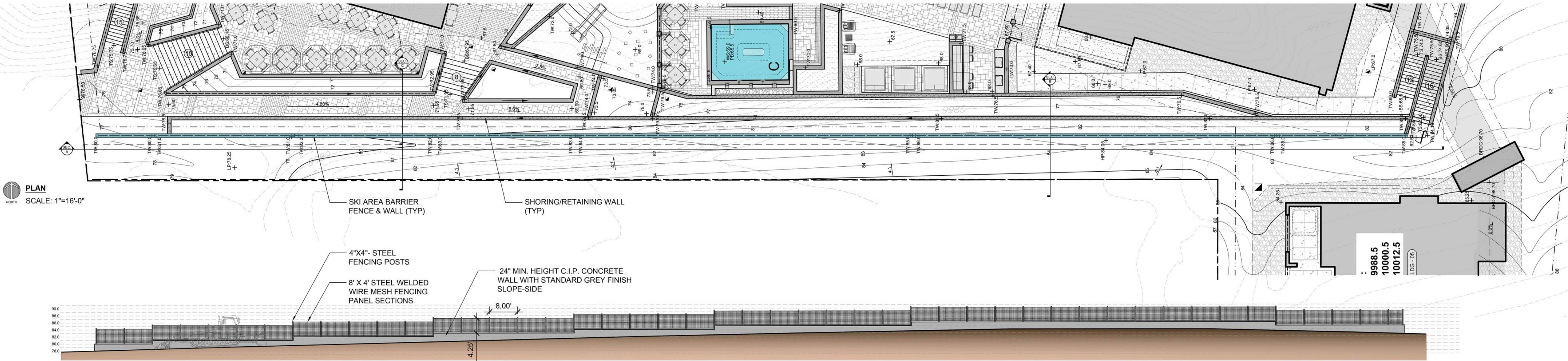
SECTION B
SCALE: 1/8"=1'-0"



PLAN
SCALE: 1/8"=1'-0"



SECTION A
SCALE: 1/8"=1'-0"



SECTION PROFILE-A
SCALE: 1"=16'-0"

DRAWN BY:	PM
CHECKED BY:	ZE
PROJECT NO.:	2023024.40
ISSUE DATE:	10/29/2024
REVISIONS:	1 12/30/2024
	2 02/17/2025

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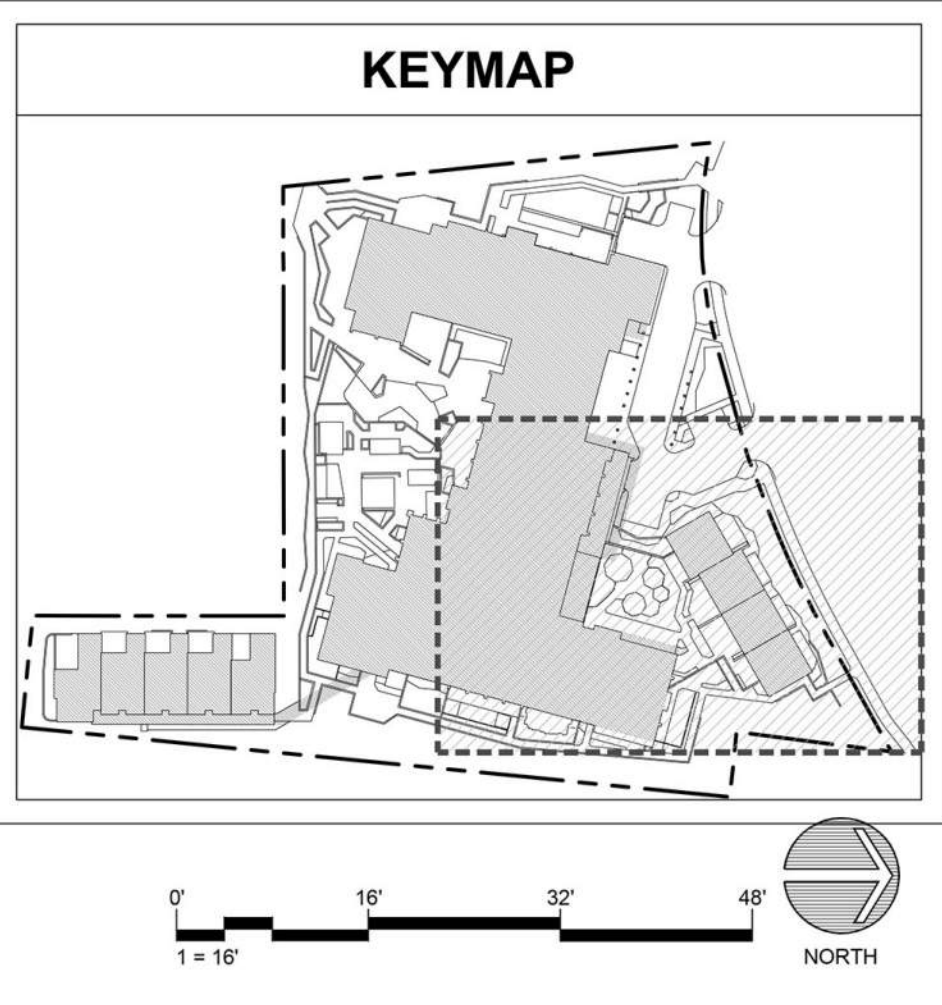
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LANDSCAPE LEGEND	
	MATCH LINE (SEE KEYMAP)
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION
	MULCH HATCH

PLANTING LEGEND		
DECIDUOUS TREES	CODE Latin name Common name	PFC <i>Potentilla fruticosa</i> Potentilla
	AG <i>Acer glabrum</i> Rocky Mountain Maple	PO <i>Physocarpus opulifolius</i> 'Diabolo'- Diabolo Ninebark
	ATF <i>Alnus tenuifolia</i> Thin-leaf Alder	PTT <i>Purshia tridentata</i> Antelope Bitterbrush
	PT1 <i>Populus tremuloides</i> Quaking Aspen	RA <i>Ribes alpinum</i> Alpine Currant
	PT2 <i>Populus tremuloides</i> Quaking Aspen	RAG <i>Rhus aromatica</i> 'Gro-Low' Gro-Low Fragrant Sumac
	PT2 <i>Populus tremuloides</i> Quaking Aspen	RW <i>Rosa woodsii</i> Woods Rose
EVERGREEN TREES	CODE Latin name Common name	SC <i>Shepherdia canadensis</i> Canada Buffaloberry
	PM1 <i>Pseudotsuga menziesii</i> Douglas Fir	SO <i>Symphoricarpos oreophilus</i> Mountain Snowberry
	PM2 <i>Pseudotsuga menziesii</i> Douglas Fir	EVERGREEN SHRUBS
	PP1 <i>Picea pungens</i> Colorado Spruce	AU <i>Arctostaphylos uva-ursi</i> kinnikinnick
	PP2 <i>Picea pungens</i> Colorado Spruce	JC <i>Juniperus communis</i> Common Juniper
	PP3 <i>Picea pungens</i> Colorado Spruce	MR <i>Mahonia repens</i> Creeping Oregon Grape
DECIDUOUS SHRUBS	CODE Latin name Common name	PPM <i>Picea pungens mesa verde</i> Mesa Verde Colorado Spruce
	AA <i>Amelanchier alnifolia</i> Saskatoon Serviceberry	ORIENTAL GRASSES
	AF <i>Cornus stolonifera</i> 'Farrow' Arctic Fire Dogwood	BGB <i>Bouteloua gracilis blonde ambition</i> Blonde Ambition Blue Grama
	BG1 <i>Betula glandulosa</i> Bog Birch	DC <i>Deschampsia cespitosa</i> Tufted Hair Grass
	CS <i>Chrysothamnus</i> spp. Rabbitbrush	SEED MIX
	CSC <i>Cornus sericea coloradensis</i> Colorado Dogwood	Low-Grow Native Grass Seed Mix
	JA <i>Jarresia americana</i> Waxflower	Native Restoration Seed Mix
		Enhanced Native Seed Mix
		Perennial Seed Mix
NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION		



LANDSCAPE LEGEND

MATCH LINE (SEE KEYMAP)

PROPERTY LINE

SETBACK LINE

LOT SUBDIVISION LINE

ASSUMED EXISTING TREES LOCATION

MULCH HATCH

dtj

DESIGN

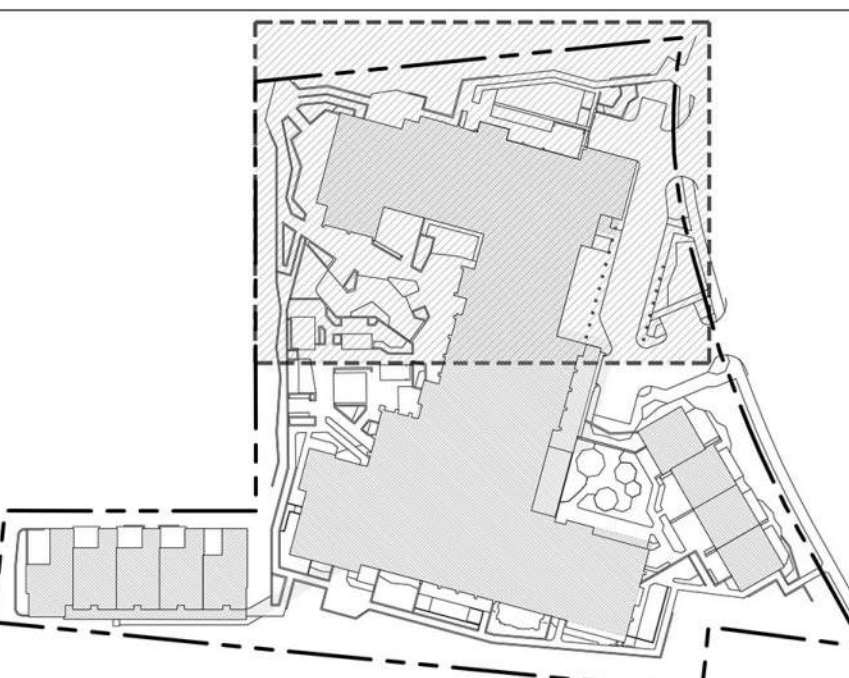
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LANDSCAPE ARCHITECTURE

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Boulder, Colorado 80301
T 303.443.7533
www.dtjdesign.com

PLANTING LEGEND

DECIDUOUS TREES	CODE Latin name Common name	PFC <i>Potentilla fruticosa</i> Potentilla			
AG <i>Acer glabrum</i> Rocky Mountain Maple	PO <i>Physocarpus opulifolius</i> 'Diabolo'- Diabolo Ninebark				
ATF <i>Alnus tenuifolia</i> Thin-leaf Alder	PTT <i>Purshia tridentata</i> Antelope Bitterbrush				
PT1 <i>Populus tremuloides</i> Quaking Aspen	RA <i>Ribes alpinum</i> Alpine Currant				
PT2 <i>Populus tremuloides</i> Quaking Aspen	RAG <i>Rhus aromatica</i> 'Gro-Low' Gro-Low Fragrant Sumac				
EVERGREEN TREES	CODE Latin name Common name	RW <i>Rosa woodsii</i> Woods Rose			
PM1 <i>Pseudotsuga menziesii</i> Douglas Fir	SC <i>Shepherdia canadensis</i> Canada Buffaloberry				
PM2 <i>Pseudotsuga menziesii</i> Douglas Fir	SO <i>Symphoricarpos oreophilus</i> Mountain Snowberry				
PP1 <i>Picea pungens</i> Colorado Spruce	EVERGREEN SHRUBS	CODE Latin name Common name			
PP2 <i>Picea pungens</i> Colorado Spruce	AU <i>Arctostaphylos uva-ursi</i> kinnikinnick	JC <i>Juniperus communis</i> Common Juniper			
PP3 <i>Picea pungens</i> Colorado Spruce	MR <i>Mahonia repens</i> Creeping Oregon Grape	PPM <i>Picea pungens mesa verde</i> Mesa Verde Colorado Spruce			
DECIDUOUS SHRUBS	CODE Latin name Common name	ORIENTAL GRASSES	CODE Latin name Common name		
AA <i>Amelanchier alnifolia</i> Saskatoon Serviceberry	BGB <i>Bouteloua gracilis blonde ambition</i> Blonde Ambition Blue Grama	DC <i>Deschampsia cespitosa</i> Tufted Hair Grass	SEED MIX	CODE Common name	
AF <i>Cornus stolonifera</i> 'Farrow' Arctic Fire Dogwood	JA <i>Jarvisia americana</i> Waxflower	Low-Grow Native Grass Seed Mix	Native Restoration Seed Mix	Enhanced Native Seed Mix	Perennial Seed Mix
BG1 <i>Betula glandulosa</i> Bog Birch	CS <i>Chrysothamnus spp.</i> Rabbitbrush	CSC <i>Cornus sericea coloradensis</i> Colorado Dogwood			
NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION					

KEYMAP



0' 16' 32' 48'

1" = 16'

NORTH

DRAWN BY: PM

CHECKED BY: ZE

PROJECT NO.: 2023024.40

ISSUE DATE: 10/29/2024

REVISIONS: 1 12/30/2024

2 02/17/2025

SHEET TITLE:

PLANTING PLAN

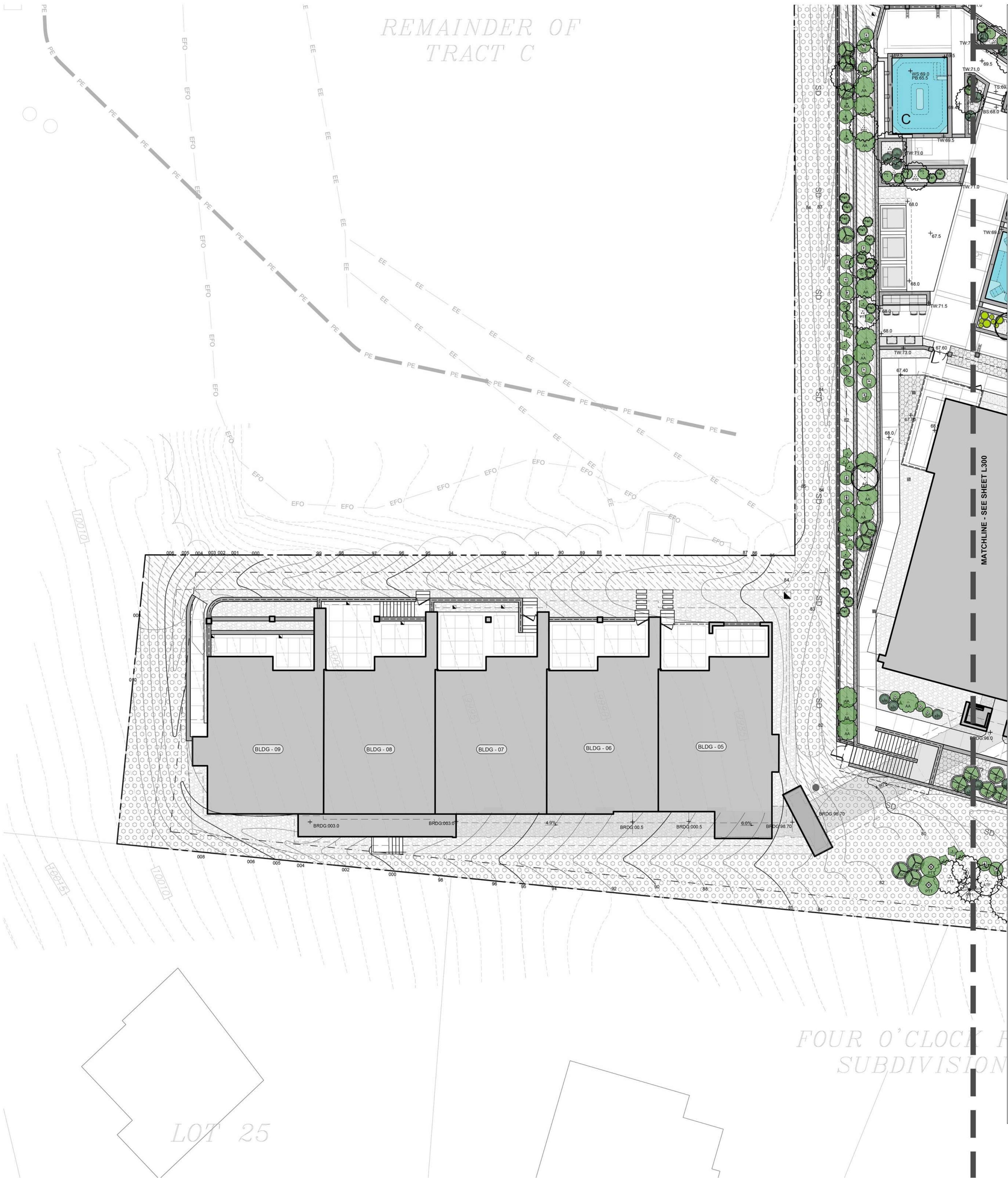
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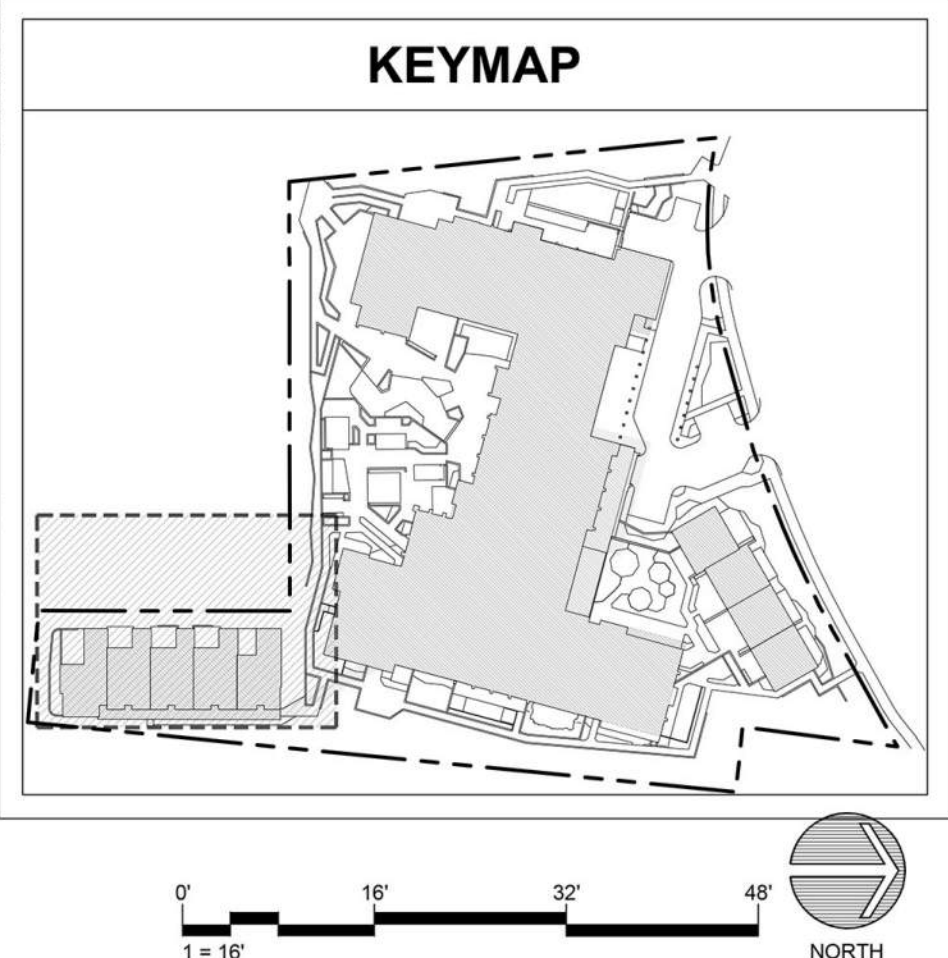
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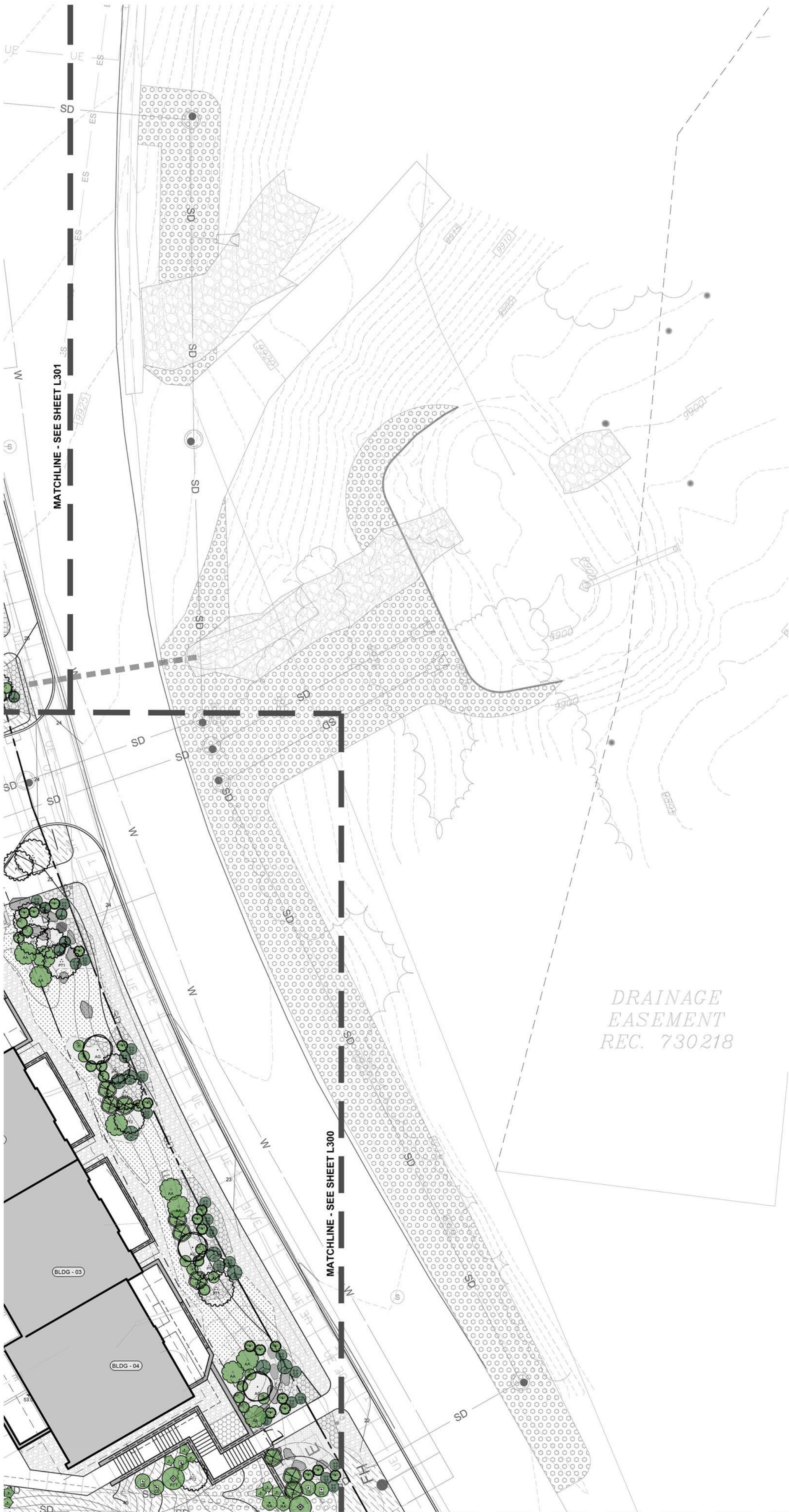


LANDSCAPE LEGEND	
	MATCH LINE (SEE KEYMAP)
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES
	LOCATION
	MULCH HATCH

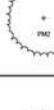
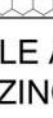
PLANTING LEGEND		
DECIDUOUS TREES	CODE Latin name Common name	PFC <i>Potentilla fruticosa</i> Potentilla
	AG <i>Acer glabrum</i> Rocky Mountain Maple	PO <i>Physocarpus opulifolius</i> 'Diabolo'- Diabolo Ninebark
	ATF <i>Alnus tenuifolia</i> Thin-leaf Alder	PTT <i>Purshia tridentata</i> Antelope Bitterbrush
	PT1 <i>Populus tremuloides</i> Quaking Aspen	RA <i>Ribes alpinum</i> Alpine Currant
	PT2 <i>Populus tremuloides</i> Quaking Aspen	RAG <i>Rhus aromatica</i> 'Gro-Low' Gro-Low Fragrant Sumac
	PT2 <i>Populus tremuloides</i> Quaking Aspen	RW <i>Rosa woodsii</i> Woods Rose
EVERGREEN TREES	CODE Latin name Common name	SC <i>Shepherdia canadensis</i> Canada Buffaloberry
	PM1 <i>Pseudotsuga menziesii</i> Douglas Fir	SO <i>Symphoricarpos oreophilus</i> Mountain Snowberry
	PM2 <i>Pseudotsuga menziesii</i> Douglas Fir	EVERGREEN SHRUBS
	PP1 <i>Picea pungens</i> Colorado Spruce	AU <i>Arctostaphylos uva-ursi</i> kinnikinnick
	PP2 <i>Picea pungens</i> Colorado Spruce	JC <i>Juniperus communis</i> Common Juniper
	PP3 <i>Picea pungens</i> Colorado Spruce	MR <i>Mahonia repens</i> Creeping Oregon Grape
DECIDUOUS SHRUBS	CODE Latin name Common name	PPM <i>Picea pungens mesa verde</i> Mesa Verde Colorado Spruce
	AA <i>Amelanchier alnifolia</i> Saskatoon Serviceberry	ORNAMENTAL GRASSES
	AF <i>Cornus stolonifera</i> 'Farrow' Arctic Fire Dogwood	BGB <i>Bouteloua gracilis blonde ambition</i> Blonde Ambition Blue Grama
	BG1 <i>Betula glandulosa</i> Bog Birch	DC <i>Deschampsia cespitosa</i> Tufted Hair Grass
	CS <i>Chrysothamnus spp.</i> Rabbitbrush	SEED MIX
	CSC <i>Cornus sericea coloradensis</i> Colorado Dogwood	Low-Grow Native Grass Seed Mix
	JA <i>Jarresia americana</i> Waxflower	Native Restoration Seed Mix
		Enhanced Native Seed Mix
		Perennial Seed Mix
NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION		

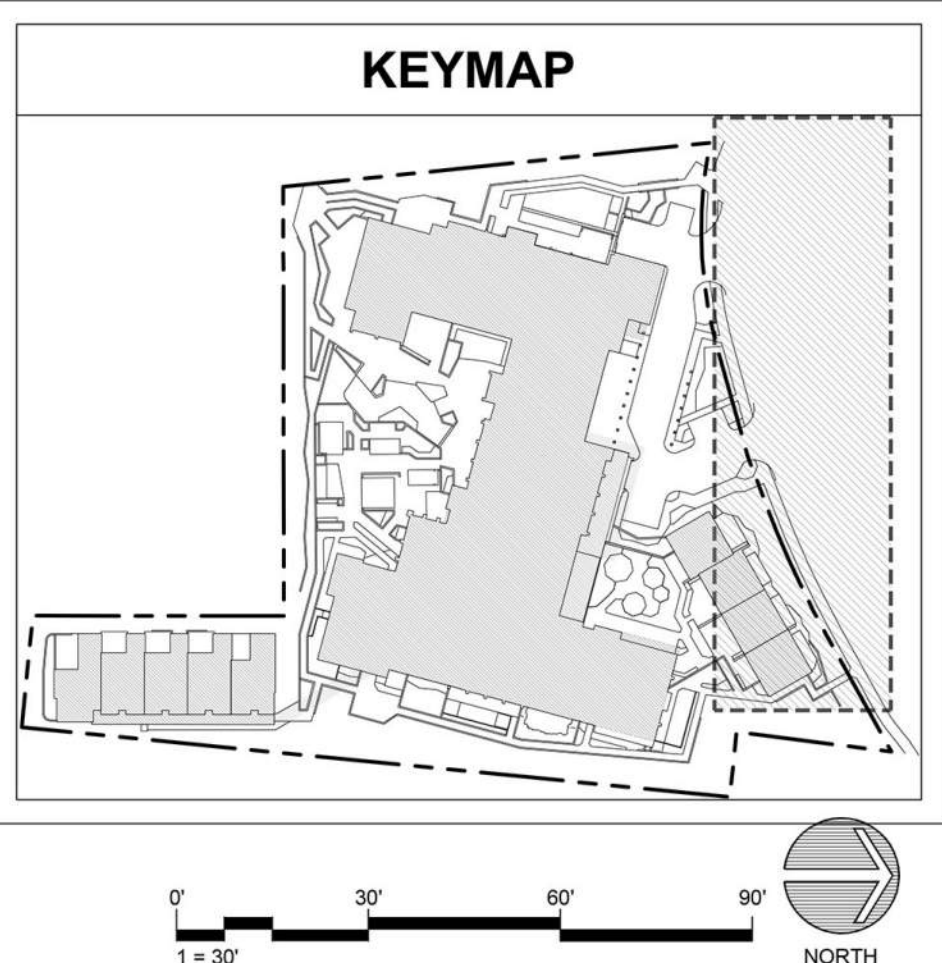


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LANDSCAPE LEGEND	
	MATCH LINE (SEE KEYMAP)
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION
	MULCH HATCH

PLANTING LEGEND			
DECIDUOUS TREES	CODE Latin name Common name		
	AG <i>Acer glabrum</i> Rocky Mountain Maple		PFC <i>Potentilla fruticosa</i> Potentilla
	ATF <i>Alnus tenuifolia</i> Thin-leaf Alder		PO <i>Physocarpus opulifolius</i> 'Diabolo'- Diabolo Ninebark
	PT1 <i>Populus tremuloides</i> Quaking Aspen		PTT <i>Purshia tridentata</i> Antelope Bitterbrush
	PT2 <i>Populus tremuloides</i> Quaking Aspen		RA <i>Ribes alpinum</i> Alpine Currant
			RAG <i>Rhus aromatica</i> 'Gro-Low' Gro-Low Fragrant Sumac
EVERGREEN TREES	CODE Latin name Common name		
	PM1 <i>Pseudotsuga menziesii</i> Douglas Fir		RW <i>Rosa woodsii</i> Woods Rose
	PM2 <i>Pseudotsuga menziesii</i> Douglas Fir		SC <i>Oxepherdia canadensis</i> Canada Buffaloberry
	PP1 <i>Picea pungens</i> Colorado Spruce		SO <i>Symphoricarpos oreophilus</i> Mountain Snowberry
	PP2 <i>Picea pungens</i> Colorado Spruce	EVERGREEN SHRUBS	CODE Latin name Common name
	PP3 <i>Picea pungens</i> Colorado Spruce		AU <i>Arctostaphylos uva-ursi</i> kinnikinnick
			JC <i>Juniperus communis</i> Common Juniper
			MR <i>Mahonia repens</i> Creeping Oregon Grape
			PPM <i>Picea pungens mesa verde</i> Mesa Verde Colorado Spruce
DECIDUOUS SHRUBS	CODE Latin name Common name	ORNAMENTAL GRASSES	CODE Latin name Common name
	AA <i>Amelanchier alnifolia</i> Saskatoon Serviceberry		BGB <i>Bouteloua gracilis blonde ambition</i> Blonde Ambition Blue Grama
	AF <i>Cornus stolonifera</i> 'Farrow' Arctic Fire Dogwood		DC <i>Deschampsia cespitosa</i> Tufted Hair Grass
	BG1 <i>Betula glandulosa</i> Bog Birch		SEED MIX CODE Common name
	CS <i>Chrysothamnus</i> spp. Rabbitbrush		Low-Grow Native Grass Seed Mix
	CSC <i>Cornus sericea coloradensis</i> Colorado Dogwood		Native Restoration Seed Mix
	JA <i>Jasmania americana</i> Waxflower		Enhanced Native Seed Mix
			Perennial Seed Mix
NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION			



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CHECKED BY:	ZE
PROJECT NO.:	2023024.40
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	2 02/17/2025

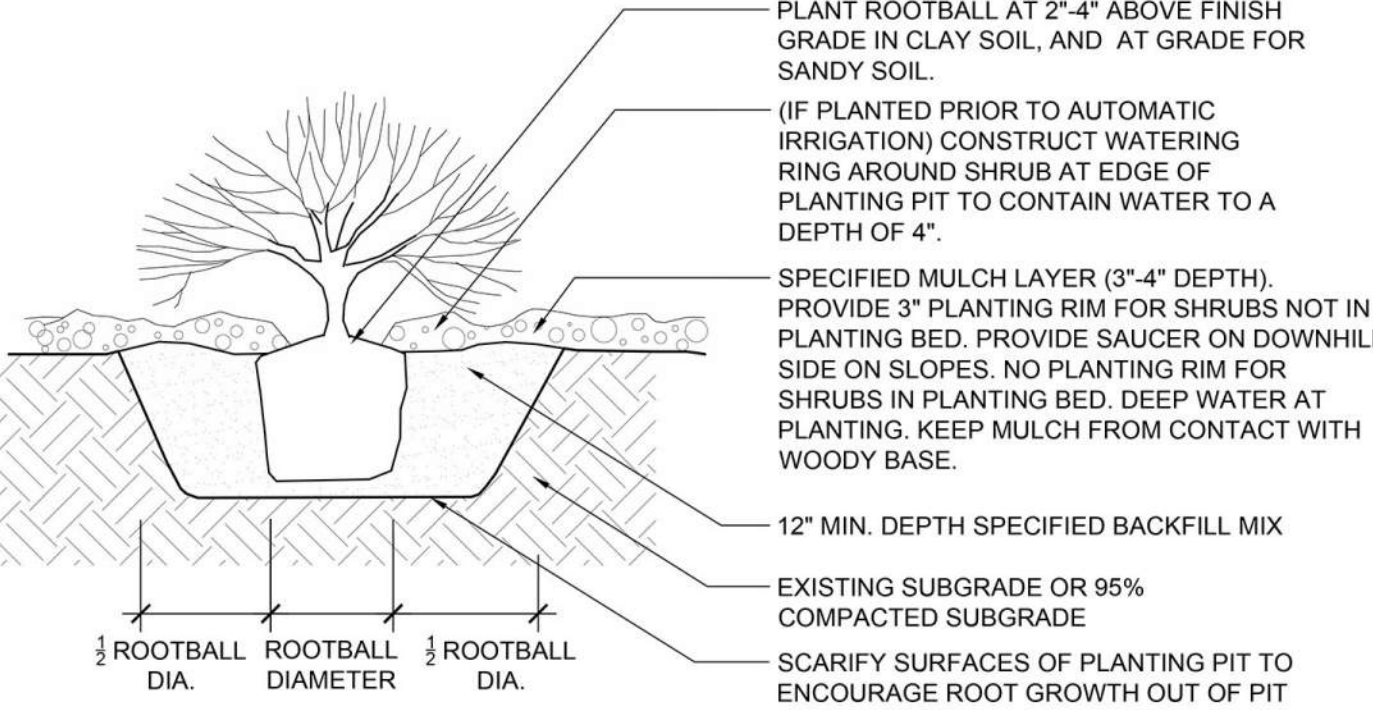
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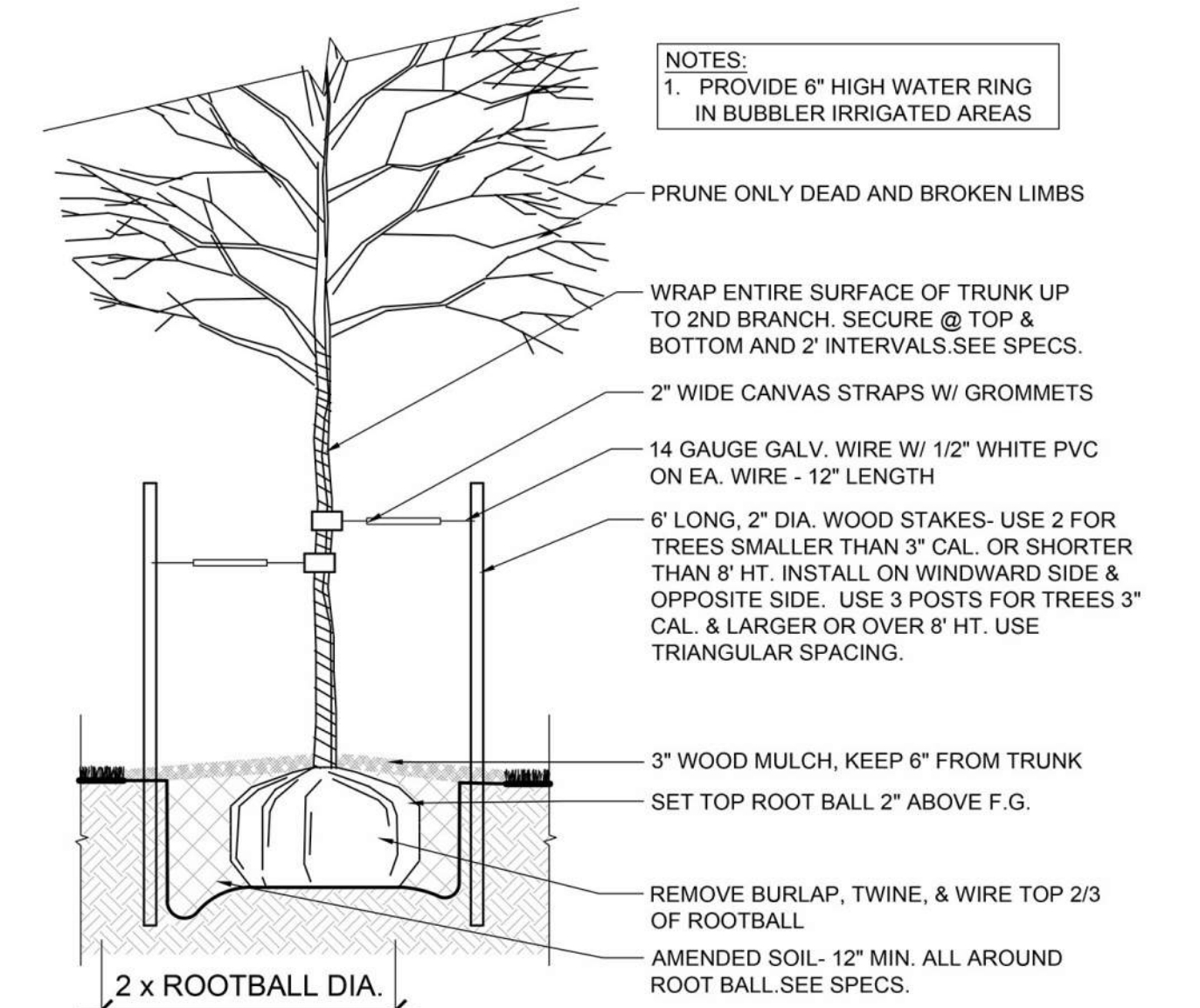
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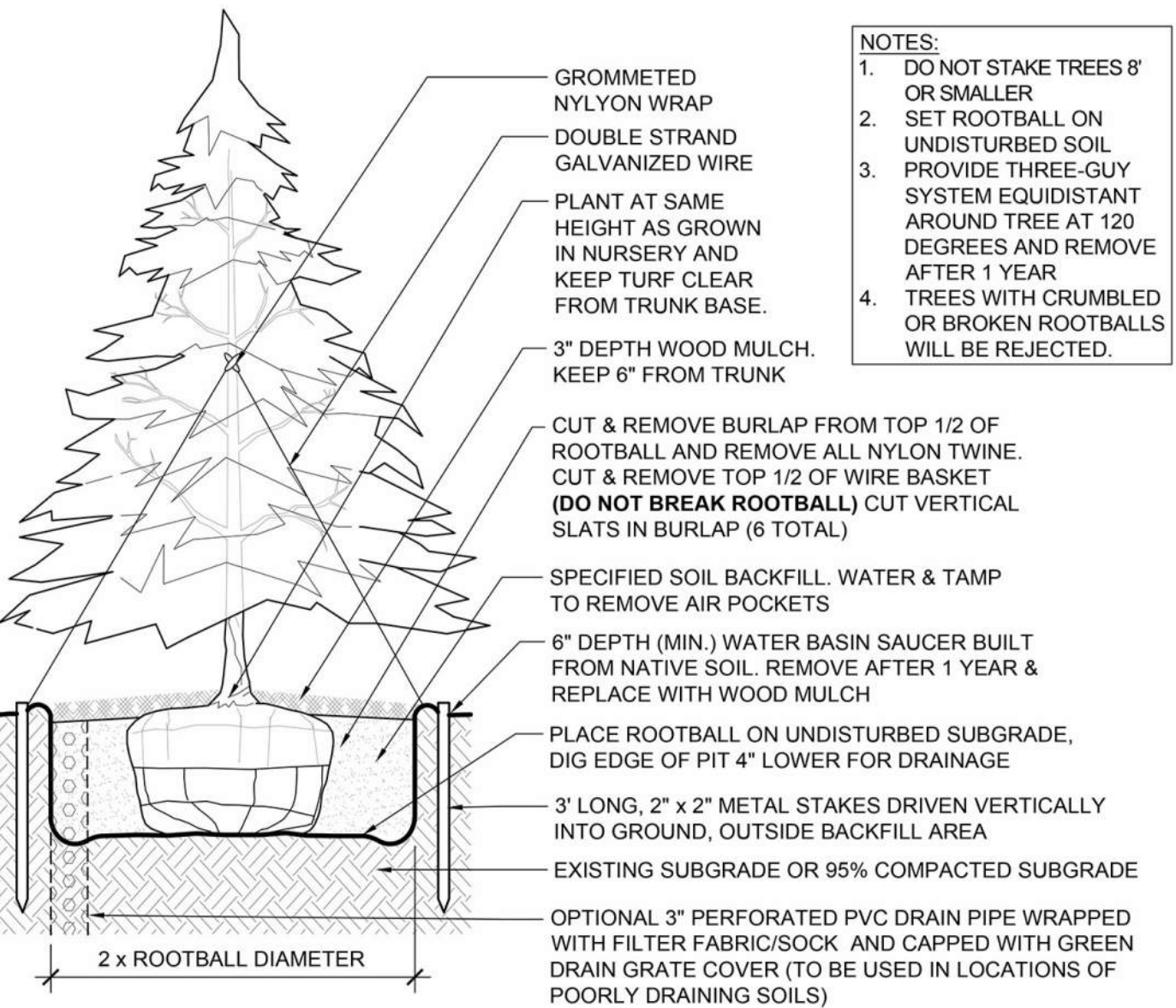
NOTES:
1. SEE PLANTING PLANS AND PLANT SCHEDULES FOR SHRUB LOCATION & TYPE. SEE PLANTING NOTES FOR ADDITIONAL INFORMATION.
2. ALL FINAL GRADING AND TOP SOILING SHALL BE COMPLETE PRIOR TO SHRUB PLANTING.
3. SEE PLANTING PLANS FOR SURFACE TREATMENT / FINISH. DO NOT PLANT UNTIL FINAL GRADES HAVE BEEN PROVIDED. SEE GRADING PLANS AND NOTES.
5. TEST PERCOLATION RATE OF PIT AND REPORT RESULTS TO OWNER'S REP. 24 HRS PRIOR TO PLANTING. WATER PLANTING PIT WHILE BACKFILLING.
6. PRUNE ONLY TO REMOVE DAMAGED OR DEAD WOOD.
8. REMOVE ALL CONTAINERS, BURLAP WIRE OR OTHER MATERIAL SUPPORTING ROOTBALL.
9. PRUNE DAMAGED, WEAK, DEAD AND DOUBLE CROTCH / LEADER WOOD ONLY. IF PRUNING DOUBLE LEADER, REMOVE SMALLER, WEAKER LEADER.
10. SHRUBS WITH BROKEN OR FAILING ROOTBALLS WILL BE REJECTED.



3 L304 SHRUB & PERENNIAL PLANTING N.T.S. SECTION



2 L304 DECIDUOUS TREE PLANTING N.T.S. SECTION



1 L304 EVERGREEN TREE PLANTING N.T.S. SECTION

LANDSCAPE PLANTING NOTES

1. ALL PLANT SPECIES PROPOSED IN THE LANDSCAPE DESIGN WILL CONFORM TO LOCAL BRECKENRIDGE NATIVE PLANT DATABASES AND THE PROVIDED TOWN OF BRECKENRIDGE "LANDSCAPE GUIDE," DOCUMENT, TO ENSURE ALL PLANTS USED WILL MEET THE DESIGN INTENT OF THE DEVELOPMENT STANDARDS AND LOCAL MICROCLIMATE CHARACTERISTICS.

2. EXISTING TREES OF SUBSTANTIAL SIZE WILL BE PRESERVED TO THE BEST ABILITIES. WHERE POSSIBLE, WHICH DO NOT EXIST WITHIN THE IMMEDIATE CONSTRUCTION DEVELOPMENT AND REQUIRED GRADING ZONES OF THE PROJECT. EXISTING TREES AND SUBSTANTIAL VEGETATION WILL BE INTEGRATED INTO THE LANDSCAPE DESIGN WHERE PRESERVATION OF THESE MATERIALS IS POSSIBLE.

3. ALL EXISTING IMPROVEMENTS TO REMAIN SHALL BE PROPERLY AND ADEQUATELY PROTECTED FROM DAMAGE DURING CONSTRUCTION OPERATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE TO THE ORIGINAL CONDITION ANY EXISTING ITEMS THAT ARE DAMAGED OR DISTURBED IN ANY WAY. IF PLANTS ARE NOT AVAILABLE, NOTIFY OWNER FOR APPROVAL OF CHANGE BEFORE MAKING SUBSTITUTIONS.

4. INSTALL NATURAL WOOD FIBER MULCH RING AROUND TREES AND SHRUBS IN LOW-GROW NATIVE GRASS AREAS AND WHERE INTEGRATED INTO EXISTING PRESERVED, OR RESTORED WILD LAND AREAS.

5. SHRUB AND RESTORATION SEEDED AREAS SHALL RECEIVE A MINIMUM OF 4 CU. YDS PER 1000 S.F. OF A-1 ORGANIC'S BIOCOMP, OR A WELL DECOMPOSED COMPOST APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE. ALL AMENDMENTS SHALL BE THOROUGHLY TILLED A MIN. OF 6" INTO THE SOIL.

6. ROUGH GRADE AND FINISHED GRADING WILL BE PERFORMED BY OTHERS. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AFTER SOIL AMENDMENT OPERATIONS PRIOR TO SEEDING. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING POSITIVE SITE DRAINAGE AND ENSURING POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS ON SITE. CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE OF ANY POORLY DRAINED AREAS PRIOR TO COMMENCING WORK.

7. ALL NEW PLANTINGS SHOULD BE HIGH ALTITUDE GROWN AND OR COLLECTED TO ENSURE BETTER SURVIVAL FOR THIS CLIMATE.

8. ALL TREES, SHRUBS, AND OTHER PLANT MATERIALS ARE TO BE APPROVED BY THE OWNER'S REP. PRIOR TO DELIVERY AND AGAIN AFTER DELIVERY TO SITE. ANY PLANT NOT MEETING APPROVAL MAY BE REJECTED AT ANY TIME PRIOR TO FINAL ACCEPTANCE.

9. ROOT FEED ALL NEWLY PLANTED TREES DURING INSTALLATION. PROVIDE LIQUID GROWTH TREE STIMULATOR AND SOLUBLE FERTILIZER AT RECOMMENDED RATE FOR EACH TREE SPECIES.

10. LANDSCAPE BOULDERS OF 2' OR LARGER SHALL BE RETAINED ON SITE FOR USE IN LANDSCAPE WORK. INTEGRATE INTO SHRUB ZONES AS DIRECTED BY LANDSCAPE ARCHITECT IN FIELD. BURY DECORATIVE BOULDERS ONE-THIRD MIN. OF DIAMETER PER LANDSCAPE DETAILS.

11. 50% OF THE DECIDUOUS TREES ARE TO BE MULTI-STEM PER TOWN OF BRECKENRIDGE DEVELOPMENT CODE.

12. ALL LANDSCAPING SHALL BE INSTALLED IN STRICT ACCORDANCE WITH TOWN OF BRECKENRIDGE DEVELOPMENT CODE.

13. THE REVEGETATED ZONES OF THE PMA WILL UTILIZE SEED MIXES THAT ARE NATIVE BLENDS, MATCHED TO THE EXISTING PMA, AND ADJACENT NATIVE CUCUMBER GULCH PLANT BIOMES WHERE RELEVANT. ONLY ORGANIC, NON-AMMONIA BASED FERTILIZERS, WHERE REQUIRED FOR PLANT ESTABLISHMENT, WILL BE USED WITHIN THE PMA REVEGETATED ZONES AND THE ASSOCIATED DRAINAGE BASIN.

LANDSCAPE IRRIGATION APPROACH NOTES

14. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM, DESIGNED TO OPERATE WITHIN CURRENT TOWN WATER REQUIREMENTS. WATER SAVING IRRIGATION EQUIPMENT WILL BE USED INCLUDING 'SMART CONTROLLERS' WITH RAIN/FREEZE/FLOW SENSORS AS WELL AS MASTER VALVES.

15. LOW-GROW NATIVE GRASS AREAS, WHERE APPLICABLE, ARE TO BE IRRIGATED WITH OVERHEAD SPRAY, AND ALL OTHER PLANTING BEDS TO BE ON DRIP SYSTEM TO CONSERVE WATER USAGE. SYSTEM WILL BE DESIGNED TO REDUCE OVERSPRAY ON HARD SURFACES OR ON UNINTENDED AREAS.

16. A TEMPORARY IRRIGATION SYSTEM WILL BE UTILIZED FOR ESTABLISHMENT OF SEEDED RESTORATION AND NATIVE PLANTING TRANSITION ZONES. THIS TEMPORARY SYSTEM IS TO BE DECOMMISSIONED AFTER ADEQUATE TIME FOR ESTABLISHMENT OF SEEDED RESTORATION PLANTING ZONES AND NATIVE SHRUB AREAS. TYPICALLY 2 GROWING SEASONS ARE REQUIRED FOR PROPER PLANT ESTABLISHMENT.

REVEGETATION NOTES

ENHANCED NATIVE RESTORATION MIX

- 100% NATIVE SHORT DRY GRASS MIX @2 LBS/1000 SF:

HARD FESCUE	30%
CREEPING RED FESCUE	30%
SHEEP FESCUE	25%
CANADA BLUEGRASS	10%
CANBY BLUEGRASS	5%

- 15% ROCKY MOUNTAIN BLUE COLUMBINE MIX @1LB/25,000 SF

- 25% WESTERN NATIVE WILDFLOWER MIX @1 LB/6000 SF:

MOUNTAIN LUPINE
CONEFLOWER, WESTERN
PENSTEMON, SMALL FLOWERED
COLUMBINE, COLORADO
SULFUR FLOWER
PENSTEMON, ROCKY MOUNTAIN
GERANIUM, RICHARDSON
NODDING GROUNDSEL
PENSTEMON, WASATCH
ASTER, ENGLEMANNS
WESTERN LARKSPUR
PENSTEMON, RYDBERGS
ORANGE MOUNTAIN DAISY
AMERICAN VETCH
GAILLARDIA/BLANKETFLOWER
GIANT LOUSEWORT

LOW GROW NATIVE GRASS MIX

- 100% PAWNEE BUTTES SEED INC.- "PBSI LOW GROW

NATIVE" @ 2LBS/1000SF
ROCKY MOUNTAIN FESCUE
SANDBERG BLUEGRASS
CANBY BLUEGRASS

NATIVE RESTORATION MIX

- 100% NATIVE SHORT DRY GRASS MIX @2 LBS/1000 SF:

HARD FESCUE	30%
CREEPING RED FESCUE	30%
SHEEP FESCUE	25%
CANADA BLUEGRASS	10%
CANBY BLUEGRASS	5%

SLOPES OVER 3:1 SHALL BE HAY TACKIFIED OR NETTED.

PERENNIAL PLANT MATRICES

15% (IMR): *IRIS MISSOURIENSIS* ROCKY MOUNTAIN,
ROCKY MOUNTAIN IRIS
30% (LA): *LUPINUS ARGENTEUS*, SILVERY LUPINE

PERENNIAL MATRIX- 2
25% (AF): *ARTEMISIA FRIGIDA*, FRINGED SAGE;
35% (AMC): *ACHILLEA MILEFOLIUM CERISE QUEEN*, YARROW
25% (EU): *ERIGONUM UMBELLATUM*, SULPHUR FLOWER
15% (SAF): *SEDUM x 'AUTUMN FIRE'*, AUTUMN FIRE SEDUM

PERENNIAL MATRIX- 3
35% (CT): *CERASTIUM TOMENTOSUM*, SNOW-IN-SUMMER;
25% (SRB): *SEDUM REFLUXUM BLUE SPRUCE*, BLUE
SPRUCE-LEAVED STONECROP
25% (SS): *SEDUM SPURIOUS 'DRAGON'S BLOOD'*,
CAUCASIAN STONECROP
15% (SB): *STACHYS BYZANTINA 'HELEN VON STEIN'*,
HELEN VON STEIN LAMB'S EAR

PLANT SCHEDULE								
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY	NOTES
	AG	<i>ACER GLABRUM</i> ROCKY MOUNTAIN MAPLE	N/A	MULTI-TRUNK	B & B	6' HT.	20	ALL TO BE MULTI-STEM
	ATF	<i>ALNUS TENUIFOLIA</i> THIN-LEAF ALDER	N/A	MULTI-TRUNK	B & B	6' HT.	12	ALL TO BE MULTI-STEM
	PT1	<i>POPULUS TREMULOIDES</i> QUAKING ASPEN 3 CANE MINIMUM	2" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	10'-12' HT	30	50% MIN. TO BE MULTI-STEM
	PT2	<i>POPULUS TREMULOIDES</i> QUAKING ASPEN	3" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	12'-15' HT	52	50% MIN. TO BE MULTI-STEM
TOTAL							114	
EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY	
	PM1	<i>PSEUDOTSUGA MENZIESII</i> DOUGLAS FIR	N/A		B & B	8' HT	4	
	PM2	<i>PSEUDOTSUGA MENZIESII</i> DOUGLAS FIR	N/A		B & B	10' HT	2	
	PP1	<i>PICEA PUNGENS</i> COLORADO SPRUCE	N/A		B & B	6' HT	3	
	PP2	<i>PICEA PUNGENS</i> COLORADO SPRUCE	N/A		B & B	8' HT	7	
	PP3	<i>PICEA PUNGENS</i> COLORADO SPRUCE	N/A		B & B	10' HT	2	
TOTAL							18	
DECIDUOUS SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	AA	<i>AMELANCHIER ALNIFOLIA</i> SASKATOON SERVICEBERRY	3-5 GAL.	5' O.C.			46	
	AF	<i>CORNUS STOLONIFERA 'FARROW'</i> ARCTIC FIRE DOGWOOD	3-5 GAL.	3' O.C.			44	
	BG	<i>BETULA GLANDULOSA</i> BOG BIRCH	3-5 GAL.	4' O.C.			7	
	CS	<i>CHRYSOETHAMNUS SPP.</i> RABBITBRUSH	3-5 GAL.	5' O.C.			51	
	CSC	<i>CORNUS SERICEA COLORADENSIS</i> COLORADO DOGWOOD	3-5 GAL.	5-6' O.C.			25	
	JA	<i>JAMESIA AMERICANA</i> WAXFLOWER	3-5 GAL.	3'-4' O.C.			31	
	PFC	<i>POTENTILLA FRUTICOSA</i> POTENTILLA	3-5 GAL.	3' O.C.			65	
	PO	<i>PHYSOCARPUS OPULIFOLIUS 'DIABOLO'</i> DIABOLO NINEBARK	5-5 GAL.	3'-4' O.C.			32	
	PTT	<i>PURSHIA TRIDENTATA</i> ANTELOPE BITTERBRUSH	3-5 GAL.	6' O.C.			15	
	RA	<i>RIBES ALPINUM</i> ALPINE CURRANT	3-5 GAL.	4' O.C.			29	
	RAG	<i>RHUS AROMATICA 'GRO-LOW'</i> GRO-LOW FRAGRANT SUMAC	3-5 GAL.	3'-4' O.C.			52	
	RW	<i>ROSA WOODSII</i> WOODS ROSE	3-5 GAL.	3' O.C.			15	
	SC	<i>SHEPHERDIA CANADENSIS</i> CANADA BUFFALOBERRY	3-5 GAL.	3' O.C.			26	
	SO	<i>SYMPHORICARPOS OREOPHILUS</i> MOUNTAIN SNOWBERRY	3-5 GAL.	3' O.C.			9	
TOTAL							447	
EVERGREEN SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	AU	<i>ARCTOSTAPHYLOS UVA-URSI</i> KINNICKINICK	3-5 GAL.	3' O.C.			49	
	JC	<i>JUNIPERUS COMMUNIS</i> COMMON JUNIPER	3-5 GAL.	4' O.C.			10	
	MR	<i>MAHONIA REPENS</i> CREEPING OREGON GRAPE	3-5 GAL.	3' O.C.			81	
	PPM	<i>PICEA PUNGENS MESA VERDE</i> MESA VERDE COLORADO SPRUCE	3-5 GAL.	3" O.C.			43	
TOTAL							183	
ORNAMENTAL GRASSES	CODE	DESCRIPTION	CONT	SPACING			QTY	
	BGB	<i>BOUTELOUA GRACILIS BLONDE AMBITION</i> BLONDE AMBITION BLUE GRAMA	1 GAL.	2.5' O.C.			42	
	DC	<i>DESCHAMPSIA CESPITOSA</i> TUFTED HAIR GRASS	1 GAL.	18" O.C.			48	
TOTAL							90	

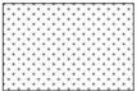
PLANTING SEED MIXES



NATIVE RESTORATION
NATIVE SHORT GRASS SEED MIX 27,553SF



ENHANCED NATIVE
NATIVE GRASS & PERENNIALS SEED MIX 10,590 SF



LOW GROW NATIVE GRASS
NATIVE LOW GROWTH TURF GRASS SEED MIX 1,122 SF



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	2 02/17/2025
SHEET TITLE:	

PLANT SCHEDULE

SHEET NUMBER:

L304

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SHEET NUMBER:

L400

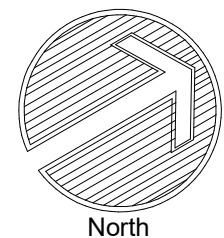
Page 85 of 226

- KEY:
- AMENITY
 - COMMON/CIRCULATION
 - GUEST SERVICES
 - SUPPORT
 - DOWNHILL TOWNHOME
 - PARKING



1
A100
LEVEL P3
SCALE: 1" = 30'-0"

Scale: 1" = 30'-0"
0' 15'-0" 30'-0" 60'-0"



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P3 FLOOR PLAN

SHEET NUMBER:

A100

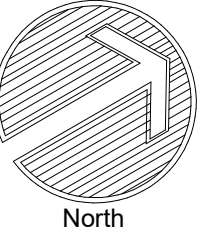
KEY:

- AMENITY
- COMMERCIAL
- COMMON/CIRCULATION
- GUEST SERVICES
- SUPPORT
- DOWNHILL TOWNHOME
- PARKING



1
A101
LEVEL P2
SCALE: 1" = 30'-0"

Scale: 1" = 30'-0"
0' 15'-0" 30'-0" 60'-0"



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SHEET TITLE:

P2 FLOOR PLAN

SHEET NUMBER:

A101

KEY:

- HOTEL
- AMENITY
- COMMERCIAL
- COMMON/CIRCULATION
- SUPPORT
- DOWNHILL TOWNHOME
- FRACT 1 BED
- FRACT 2 BED
- PARKING



1
A102
LEVEL P1
SCALE: 1" = 30'-0"

Scale: 1" = 30'-0"
0' 15'-0" 30'-0" 60'-0"
North



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SHEET TITLE:

P1 FLOOR PLAN

SHEET NUMBER:

A102

KEY:

- HOTEL
- AMENITY
- COMMERCIAL
- COMMON/CIRCULATION
- SUPPORT
- CONDO 1 BED
- FRACT 1 BED
- FRACT 2 BED
- FRACT 4 BED



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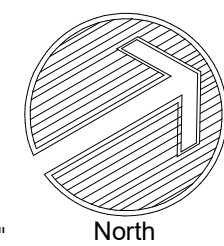
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LEVEL 1 PLAN

SHEET NUMBER:

A103

Scale: 1" = 30'-0"



1
A103
LEVEL 1
SCALE: 1" = 30'-0"

- KEY:
- HOTEL
 - AMENITY
 - COMMON/CIRCULATION
 - SUPPORT
 - CONDO 3 BED
 - FRACT 1 BED
 - FRACT 2 BED
 - FRACT 4 BED
 - UPHILL TOWNHOME



1
A104
LEVEL 2
SCALE: 1" = 30'-0"

Scale: 1" = 30'-0"
0' 15'-0" 30'-0" 60'-0"
North



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LEVEL 2 PLAN

SHEET NUMBER:

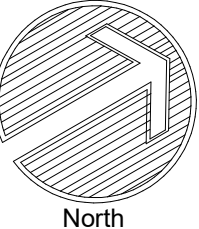
A104

- KEY:
- COMMON/CIRCULATION
 - SUPPORT
 - CONDO 2 BED
 - CONDO 3 BED
 - CONDO 4 BED
 - FRACT 2 BED
 - FRACT 4 BED
 - UPHILL TOWNHOME



1
A105
LEVEL 3
SCALE: 1" = 30'-0"

Scale: 1" = 30'-0"
0' 15'-0" 30'-0" 60'-0"



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LEVEL 3 PLAN

SHEET NUMBER:

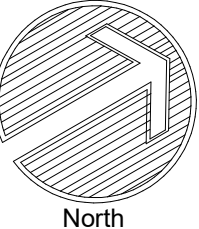
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- KEY:
- COMMON/CIRCULATION
 - SUPPORT
 - CONDO 2 BED
 - CONDO 3 BED
 - CONDO 4 BED
 - CONDO 5 BED
 - UPHILL TOWNHOME



1
A106
LEVEL 4
SCALE: 1" = 30'-0"

Scale: 1" = 30'-0"
0' 15'-0" 30'-0" 60'-0"



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LEVEL 4 PLAN

SHEET NUMBER:

A106

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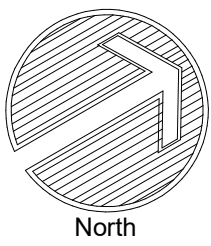
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1
A107

ROOF LEVEL
SCALE: 1" = 30'-0"

Scale: 1" = 20'-0"
0' 10'-0" 20'-0" 40'-0"



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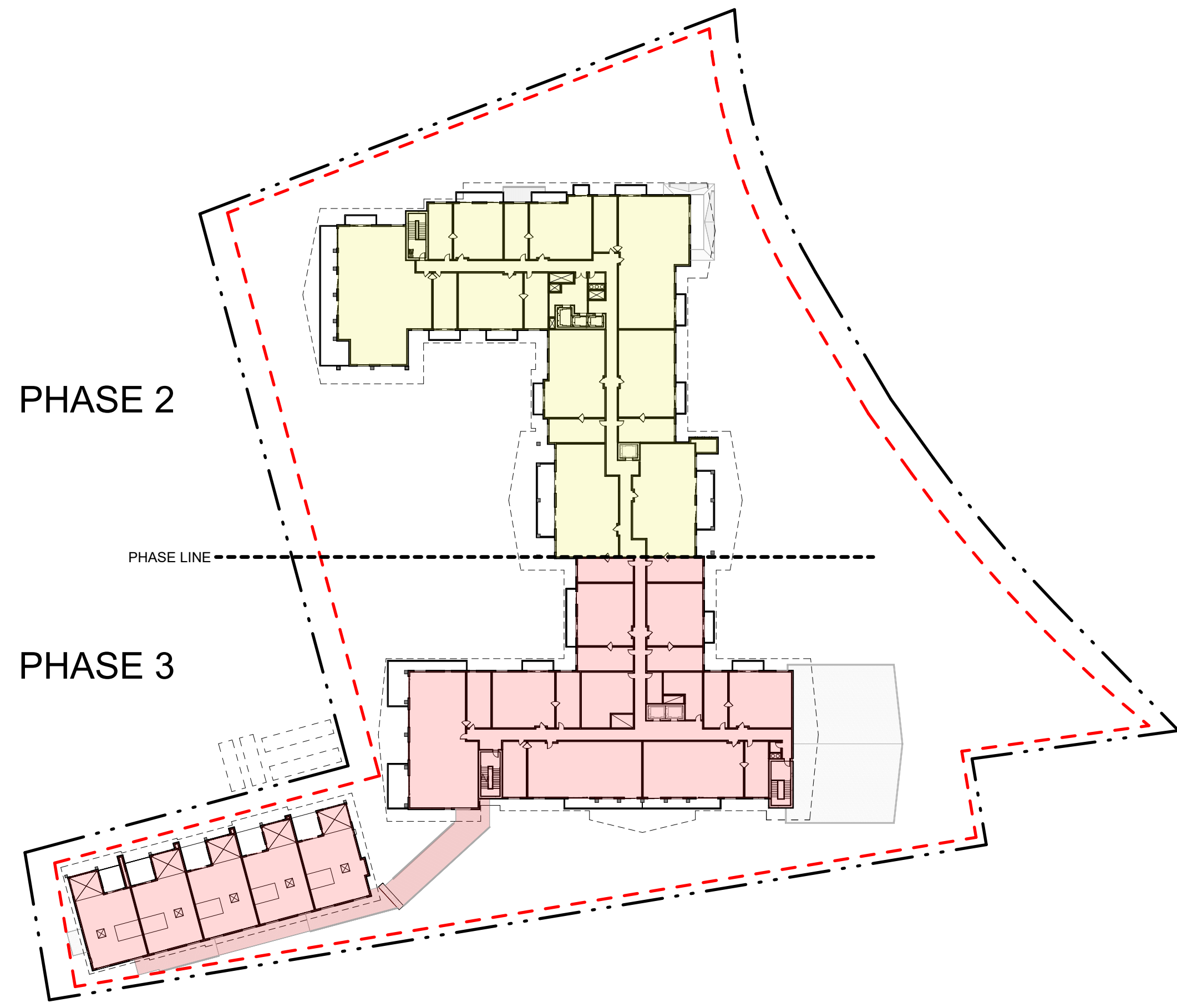
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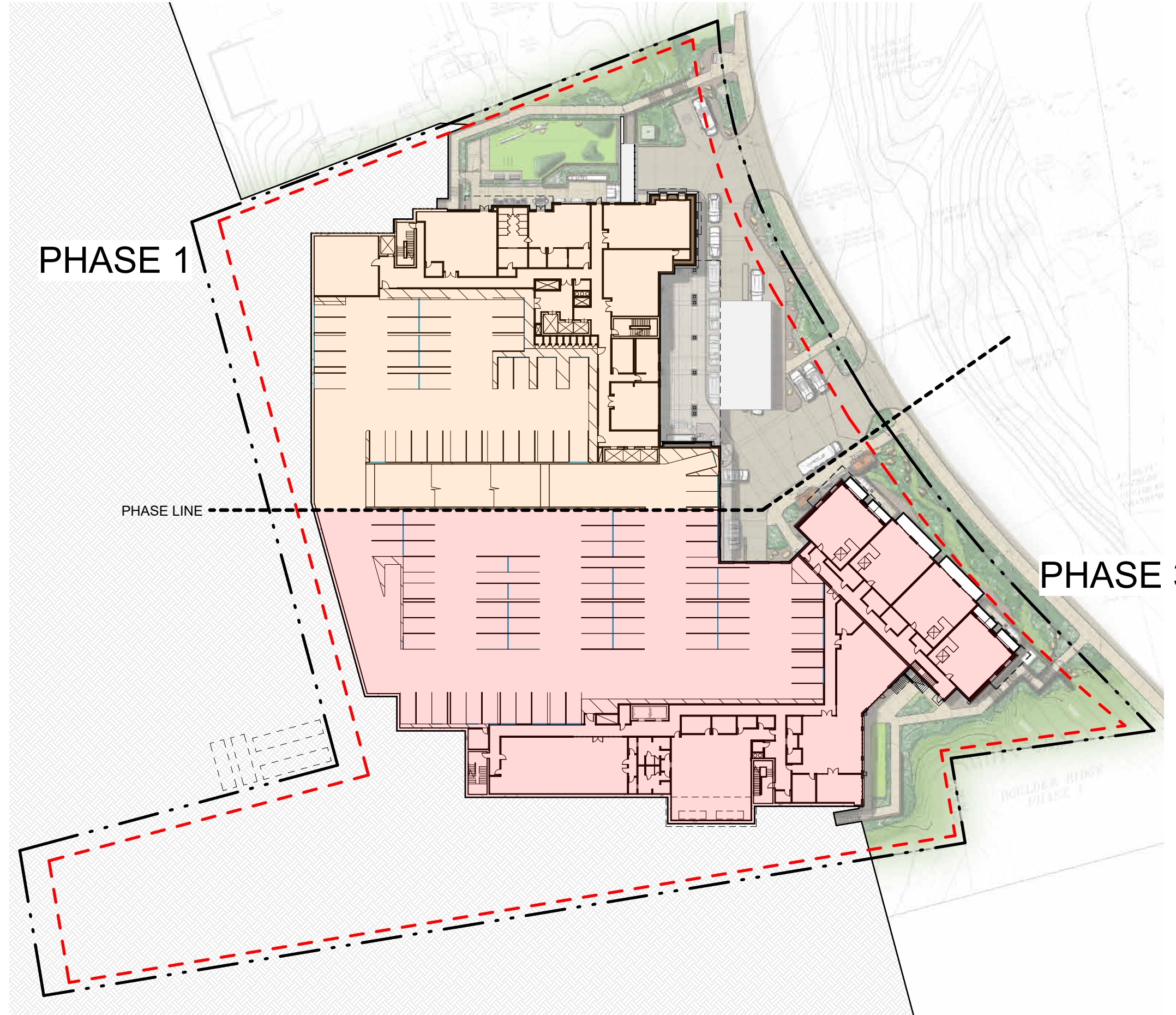
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SHEET NUMBER:

A107



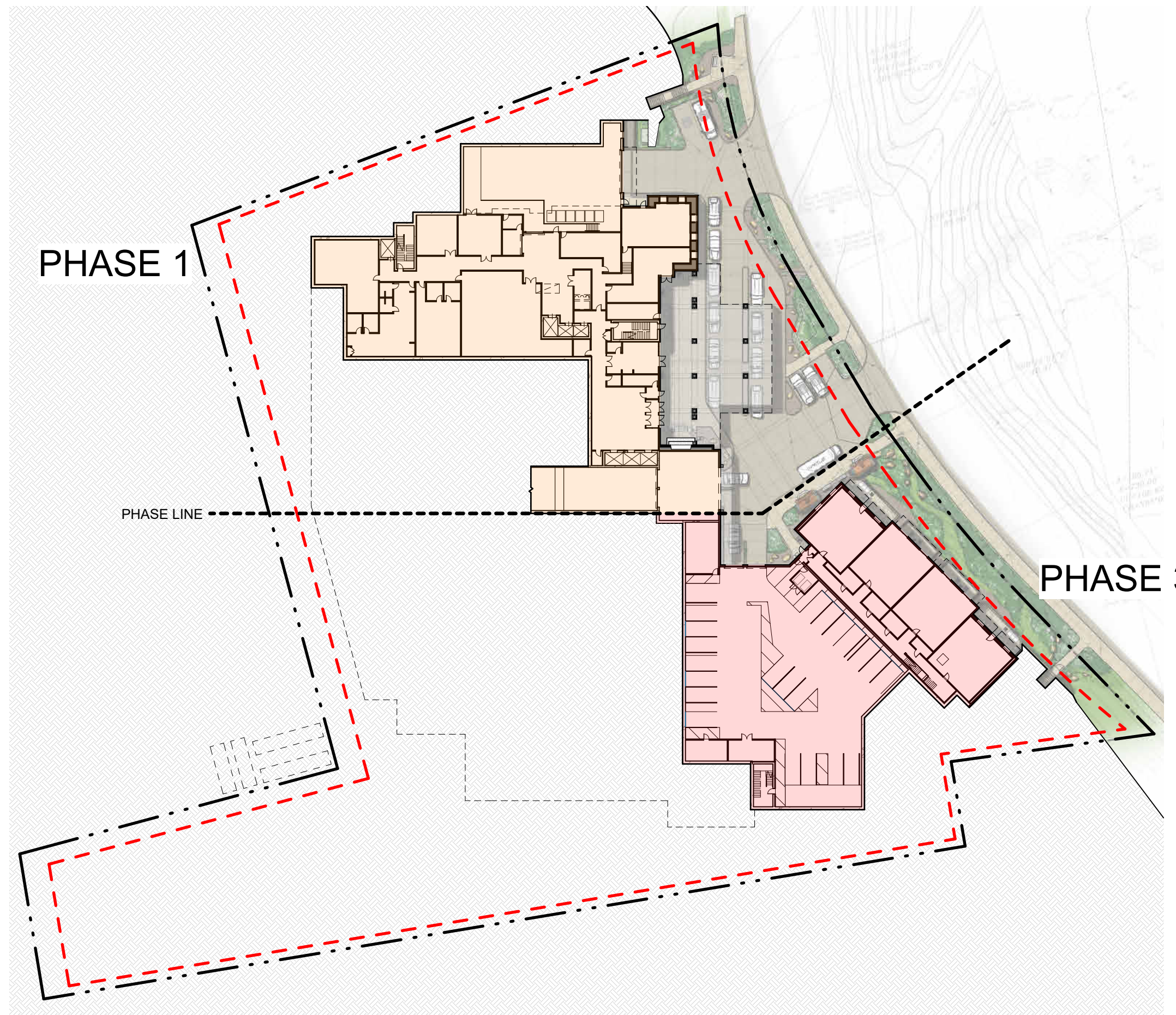
4
A108
LEVEL 2-4 PHASING DIAGRAM
SCALE: 1" = 60'-0"



2
A108
PODIUM LEVEL PHASING DIAGRAM
SCALE: 1" = 60'-0"

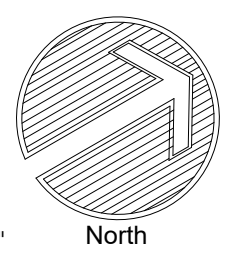


3
A108
LEVEL 1 PHASING DIAGRAM
SCALE: 1" = 60'-0"



1
A108
ENTRY LEVEL PHASING DIAGRAM
SCALE: 1" = 60'-0"

Scale: 1" = 60'-0"
0' 30'-0" 60'-0" 120'-0"



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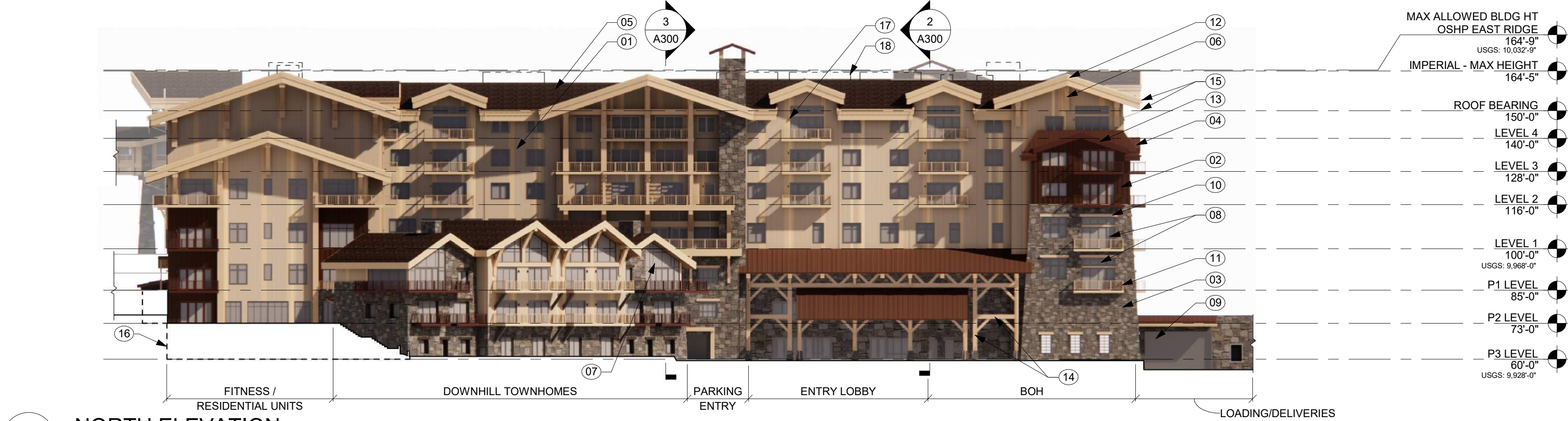
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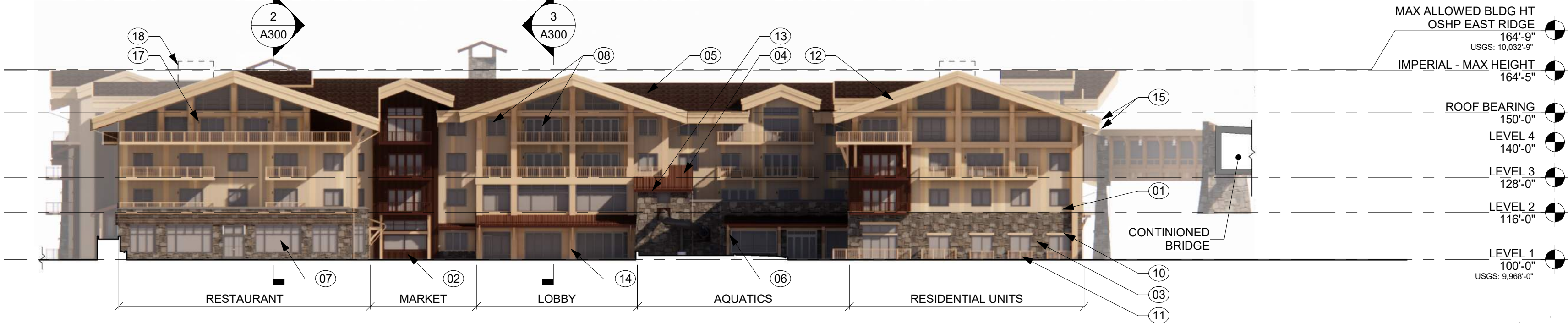
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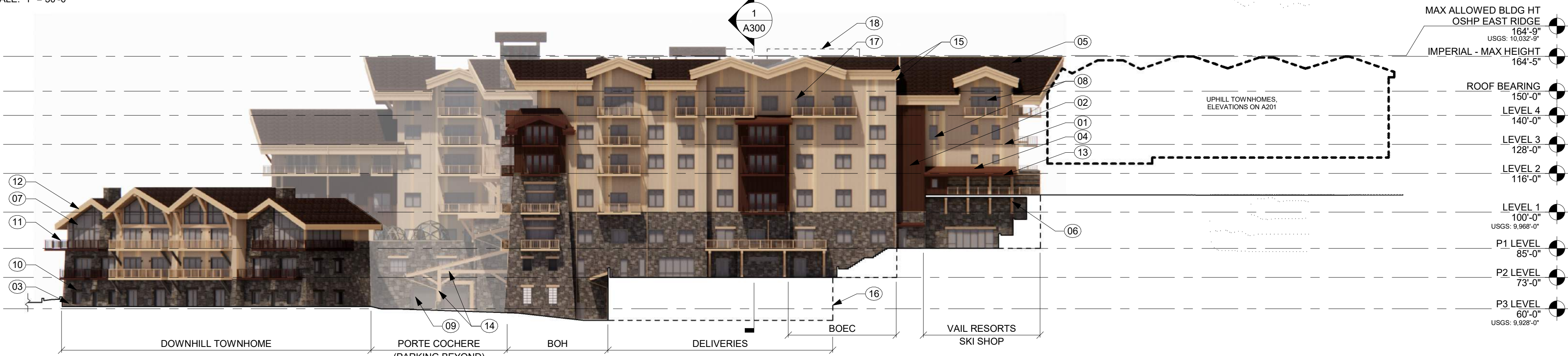
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4
A200
NORTH ELEVATION
SCALE: 1" = 30'-0"



3
A200
SOUTH ELEVATION
SCALE: 1" = 30'-0"



2
A200
WEST ELEVATION
SCALE: 1" = 30'-0"



1
A200
EAST ELEVATION
SCALE: 1" = 30'-0"

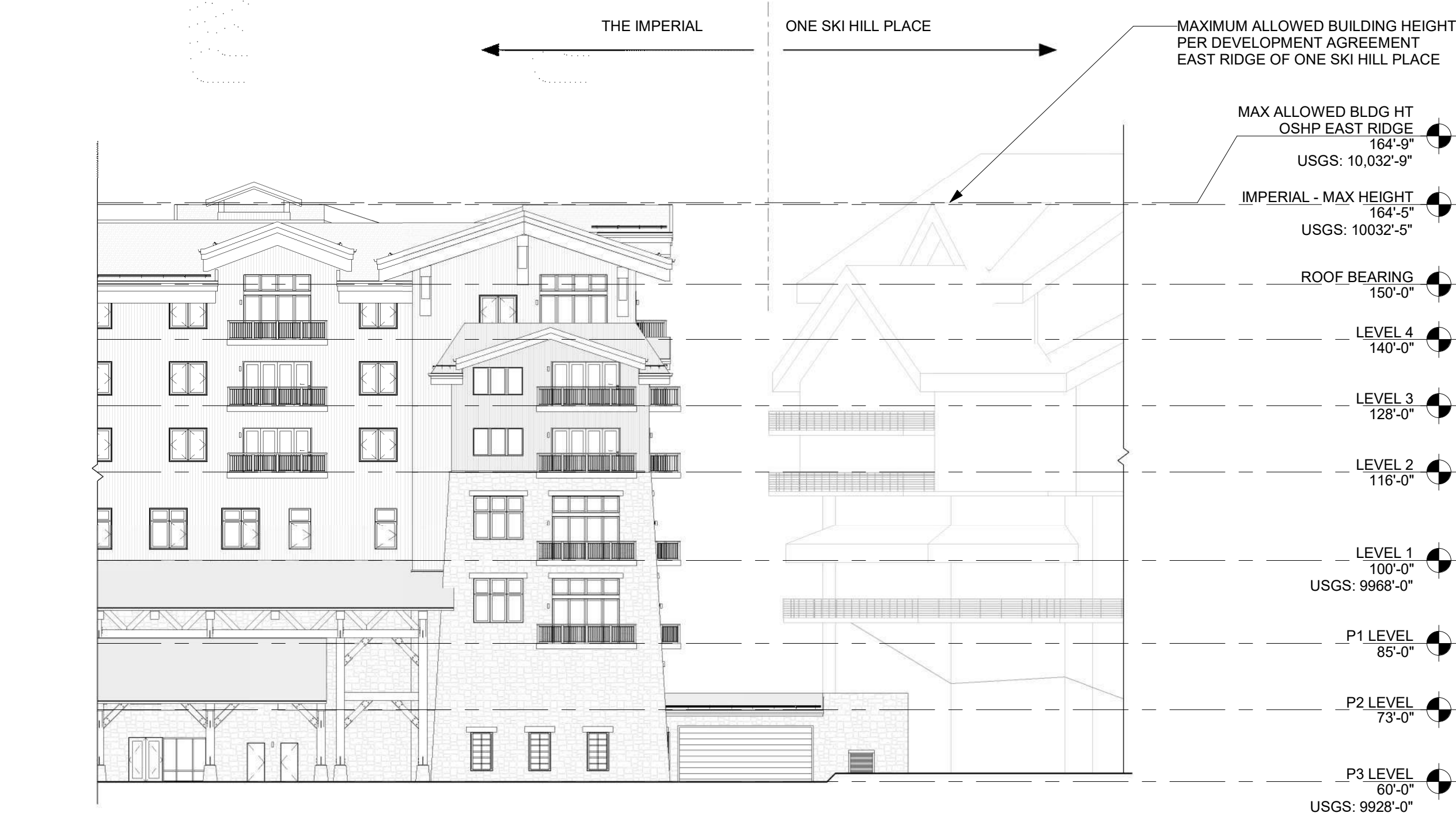
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0' 15'-0" 30'-0" 60'-0"

ELEVATION KEYNOTES

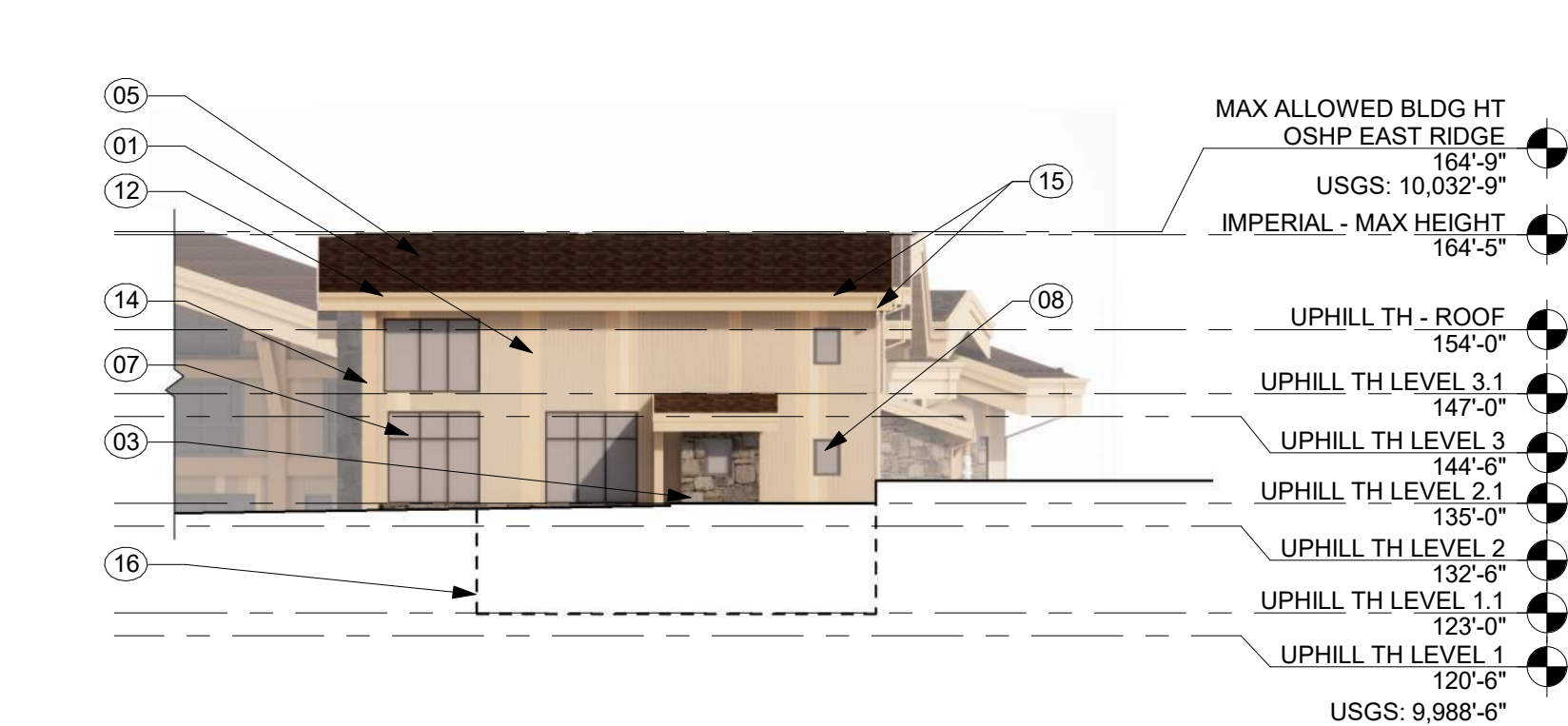
01	VERTICAL FIBER CEMENT SIDING
02	VERTICAL CORRUGATED METAL SIDING
03	NATURAL STONE
04	CORRUGATED METAL ROOF
05	ASPHALT SHINGLE ROOF
06	WOOD-TONED KICKER
07	STOREFRONT GLAZING
08	ALUMINUM CLAD WINDOWS & DOORS
09	SECTIONAL ENTRY DOOR
10	WOOD-TONED HEADER
11	METAL RAILING
12	BUILT-UP FASCIA - COLOR 1
13	BUILT-UP FASCIA - COLOR 2
14	METAL STRUCTURE WITH WOOD-TONED COLUMN WRAP
15	GUTTER & DOWNSPOUTS
16	BUILDING EXTENTS BEYOND
17	WALL-MOUNTED LIGHTING
18	ROOF-MOUNTED EQUIPMENT

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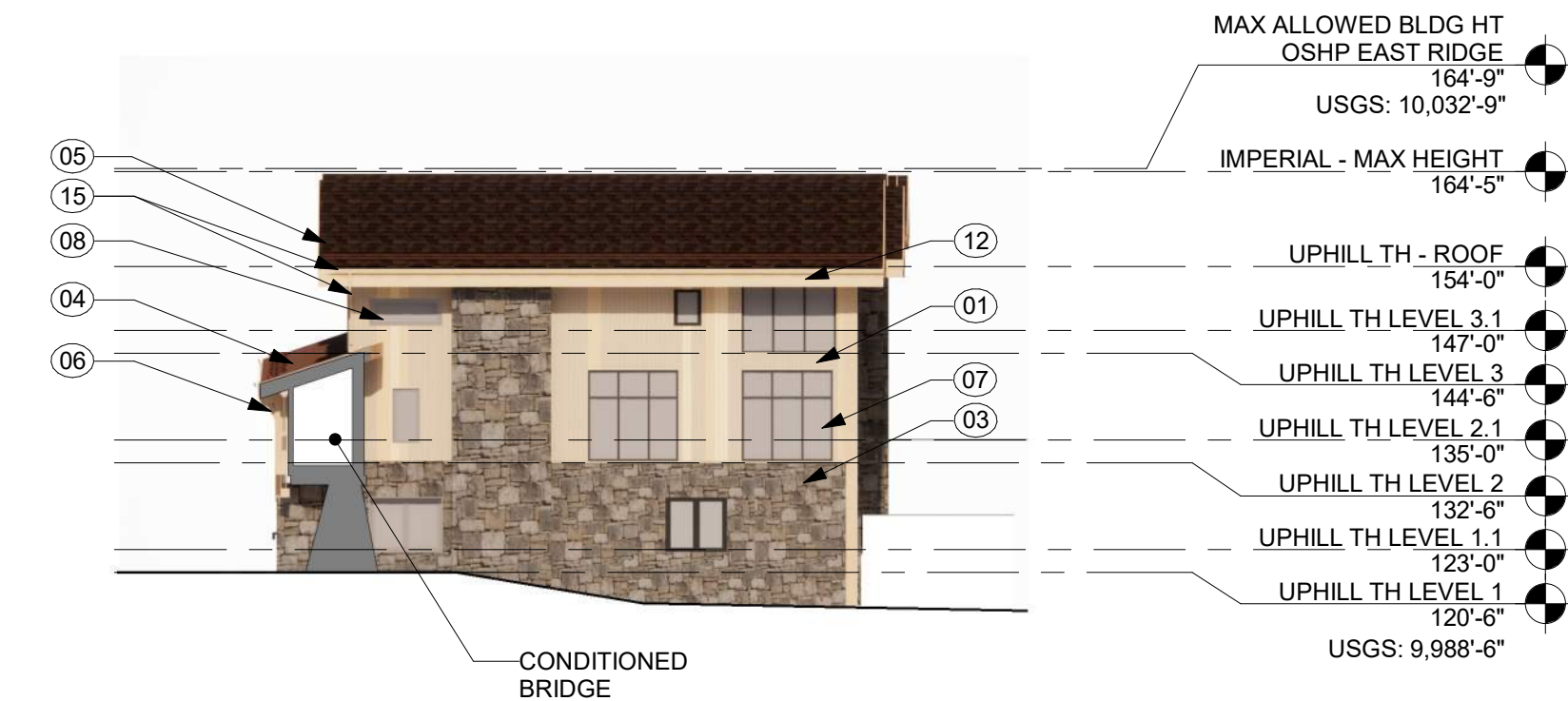
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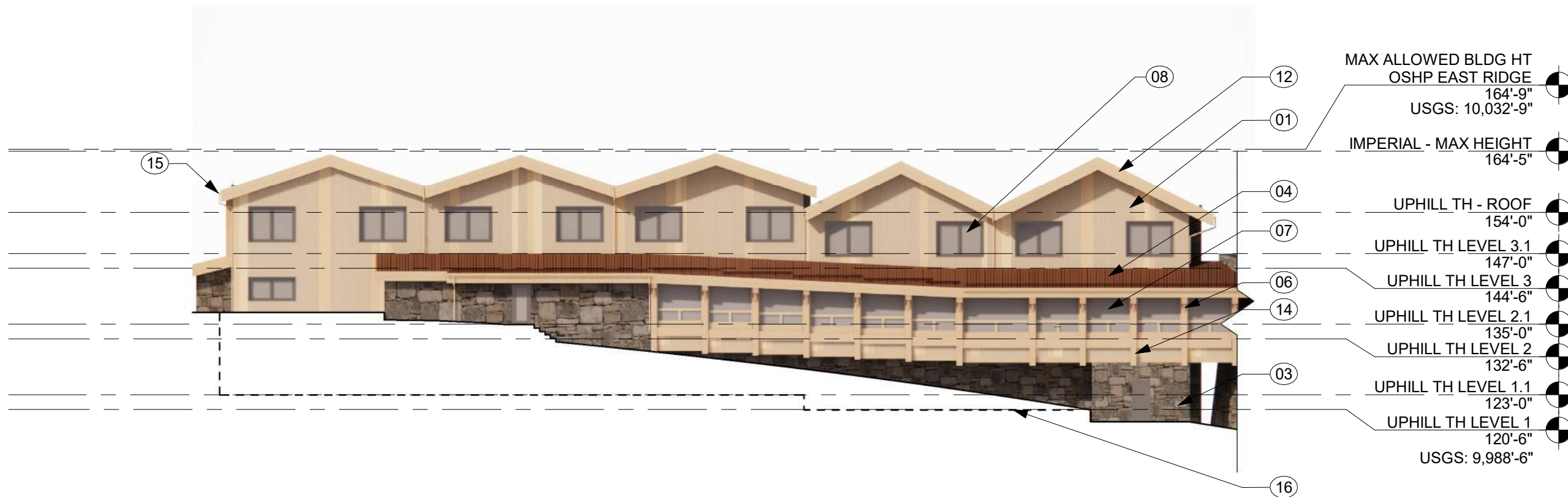
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HEIGHT STUDY ELEVATION
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4
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SOUTH UPHILL TOWNHOME ELEVATION
SCALE: 1" = 20'-0"



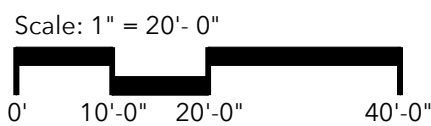
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NORTH UPHILL TOWNHOME ELEVATION
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2
A201
EAST UPHILL TOWNHOME ELEVATION
SCALE: 1" = 20'-0"



1
A201
WEST UPHILL TOWNHOME ELEVATION
SCALE: 1" = 20'-0"



ELEVATION KEYNOTES

01	VERTICAL FIBER CEMENT SIDING
02	VERTICAL CORRUGATED METAL SIDING
03	NATURAL STONE
04	CORRUGATED METAL ROOF
05	ASPHALT SHINGLE ROOF
06	WOOD-TONED KICKER
07	STOREFRONT GLAZING
08	ALUMINUM CLAD WINDOWS & DOORS
09	SECTIONAL ENTRY DOOR
10	WOOD-TONED HEADER
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12	BUILT-UP FASCIA - COLOR 1
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THE IMPERIAL / PARCEL 4
1599 SKI HILL RD., BRECKENRIDGE, CO 80424
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

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1 12/30/2024
2 02/17/2025

SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

A201

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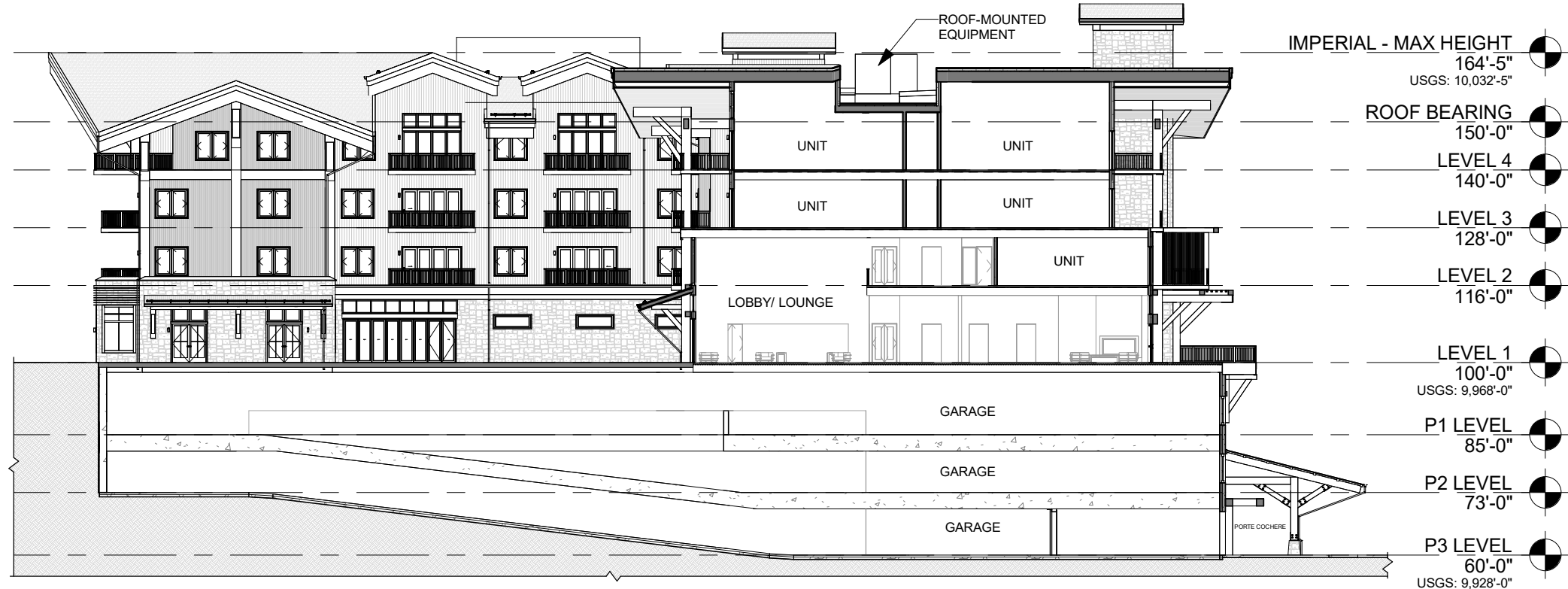
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02/17/2025

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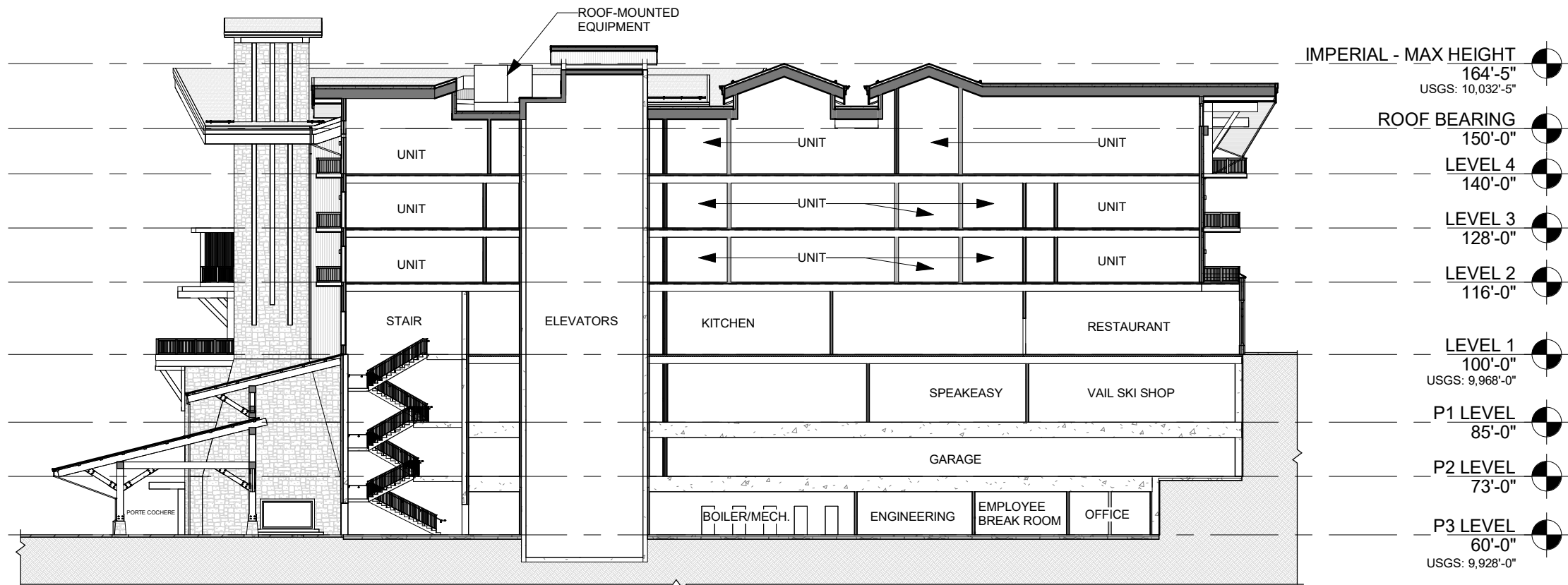
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SHEET NUMBER:

A300



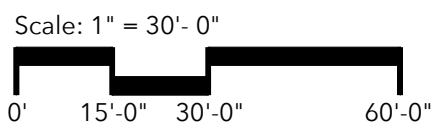
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BUILDING SECTION
SCALE: 1" = 30'-0"



2
A300
BUILDING SECTION
SCALE: 1" = 30'-0"



1
A300
BUILDING SECTION
SCALE: 1" = 30'-0"





PERSPECTIVE #04 - LOOKING SOUTHEAST FROM SKI HILL ROAD



PERSPECTIVE #03 - LOOKING WEST FROM SKI HILL ROAD



PERSPECTIVE #02 - LOOKING NORTHEAST



PERSPECTIVE #01 - LOOKING NORTHWEST TOWARDS ONE SKI HILL PLACE



PERSPECTIVE #01



PERSPECTIVE #02

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SHEET TITLE:

BUILDING
PERSPECTIVES

SHEET NUMBER:

A901



PERSPECTIVE #03



PERSPECTIVE #04



PERSPECTIVE #05

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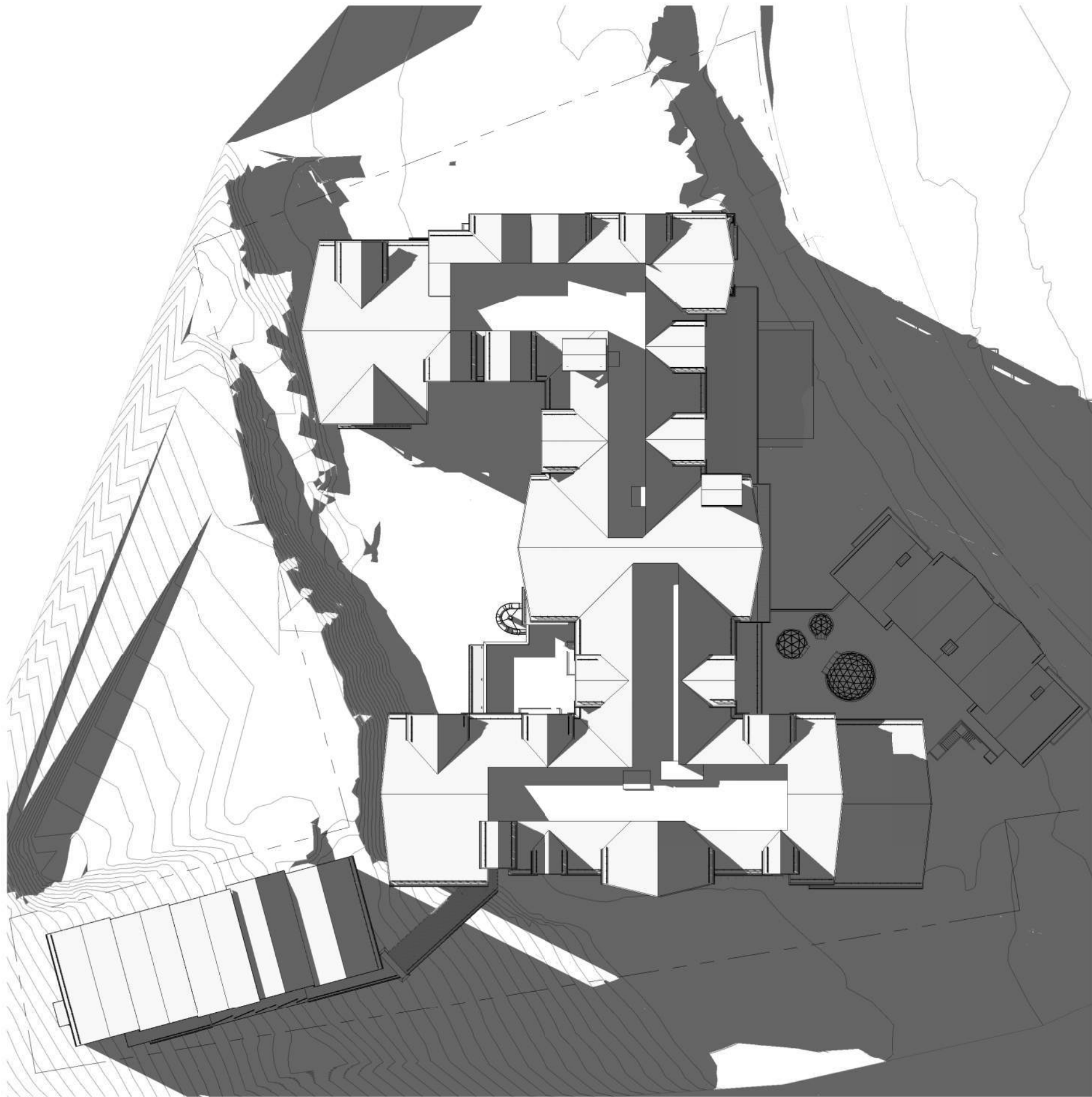
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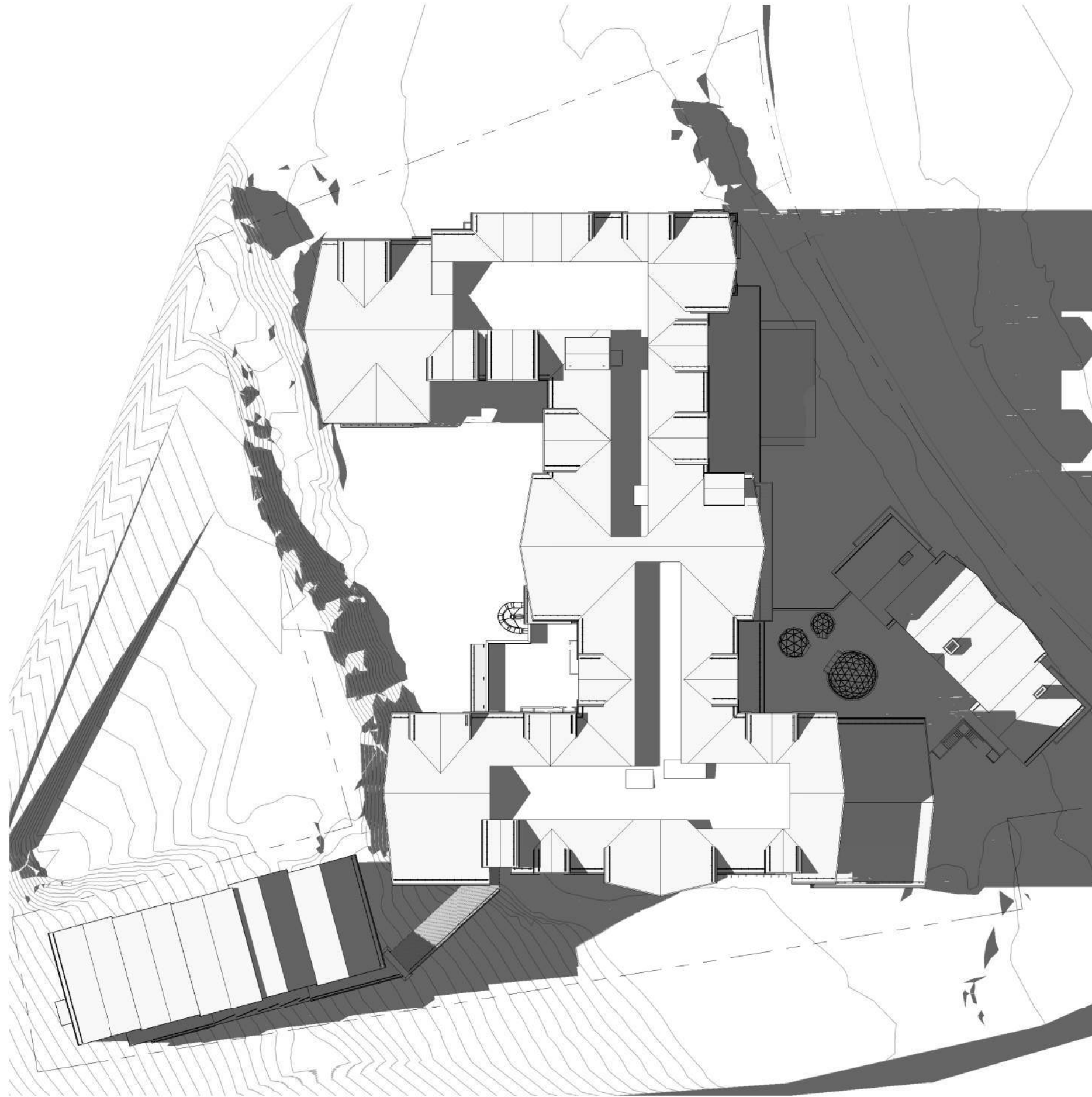
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PERSPECTIVES

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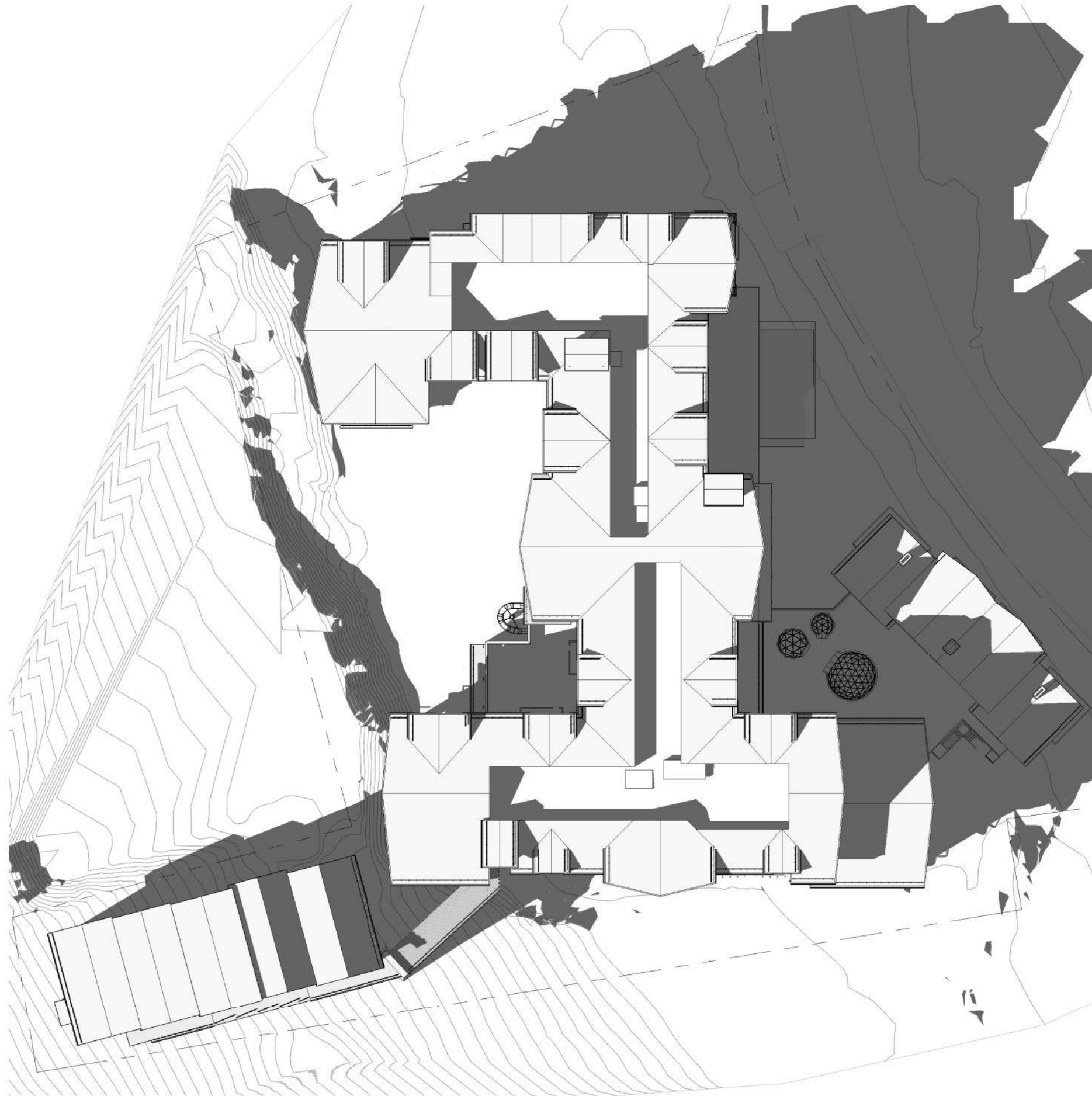
A902



6
A903
DECEMBER 21, 3 PM
SCALE: 1" = 60'-0"



4
A903
DECEMBER 21, 1 PM
SCALE: 1" = 60'-0"



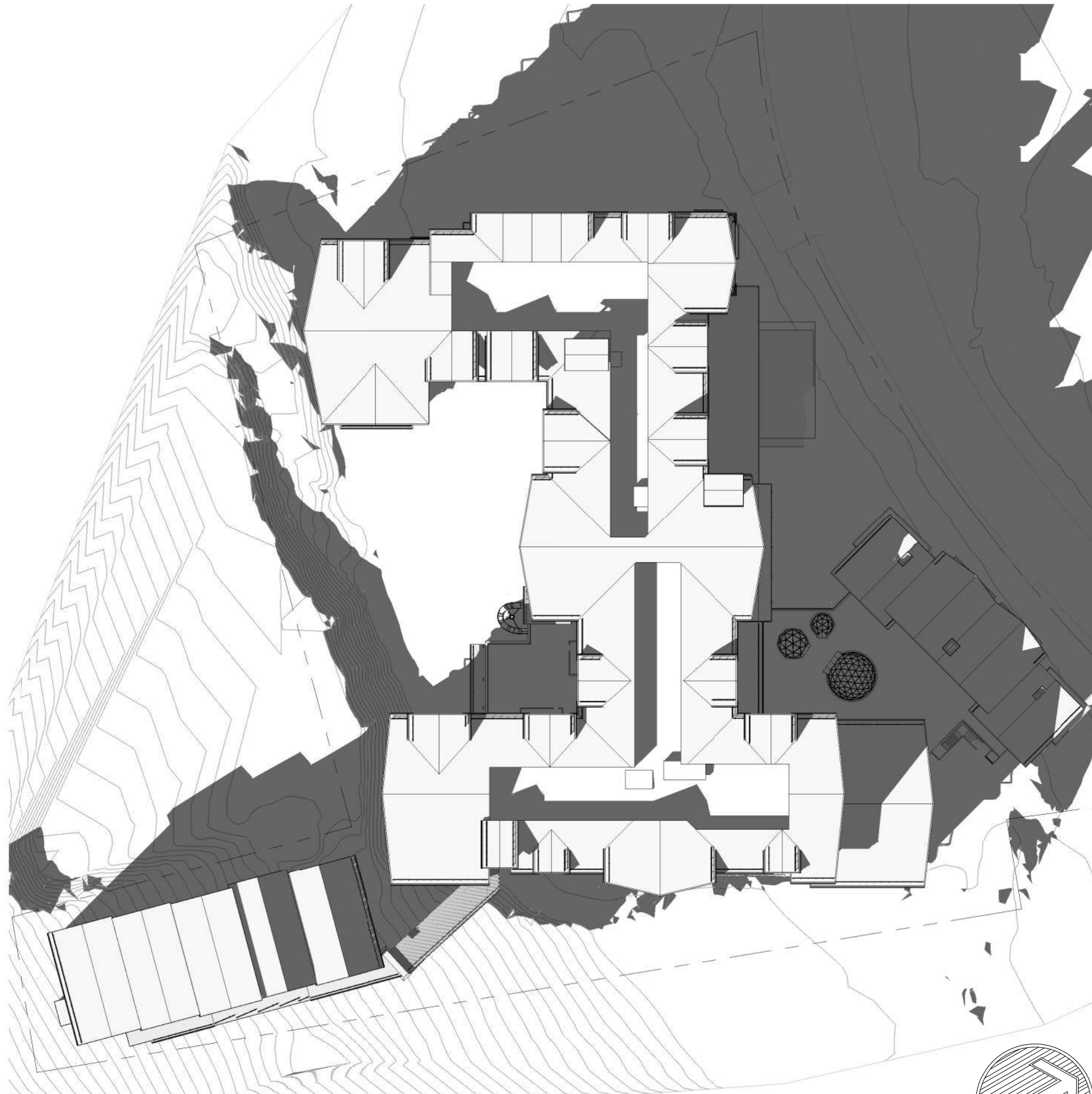
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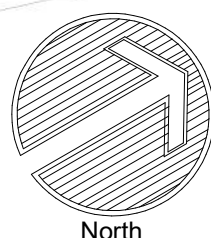
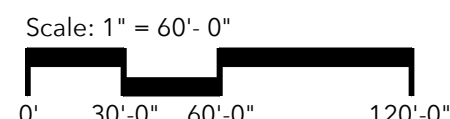
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DECEMBER 21, 2 PM
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3
A903
DECEMBER 21, 12 PM
SCALE: 1" = 60'-0"



1
A903
DECEMBER 21, 10 AM
SCALE: 1" = 60'-0"



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REVISIONS:	12/30/2024
	02/17/2025

SHEET TITLE:

SOLAR STUDIES

SHEET NUMBER:

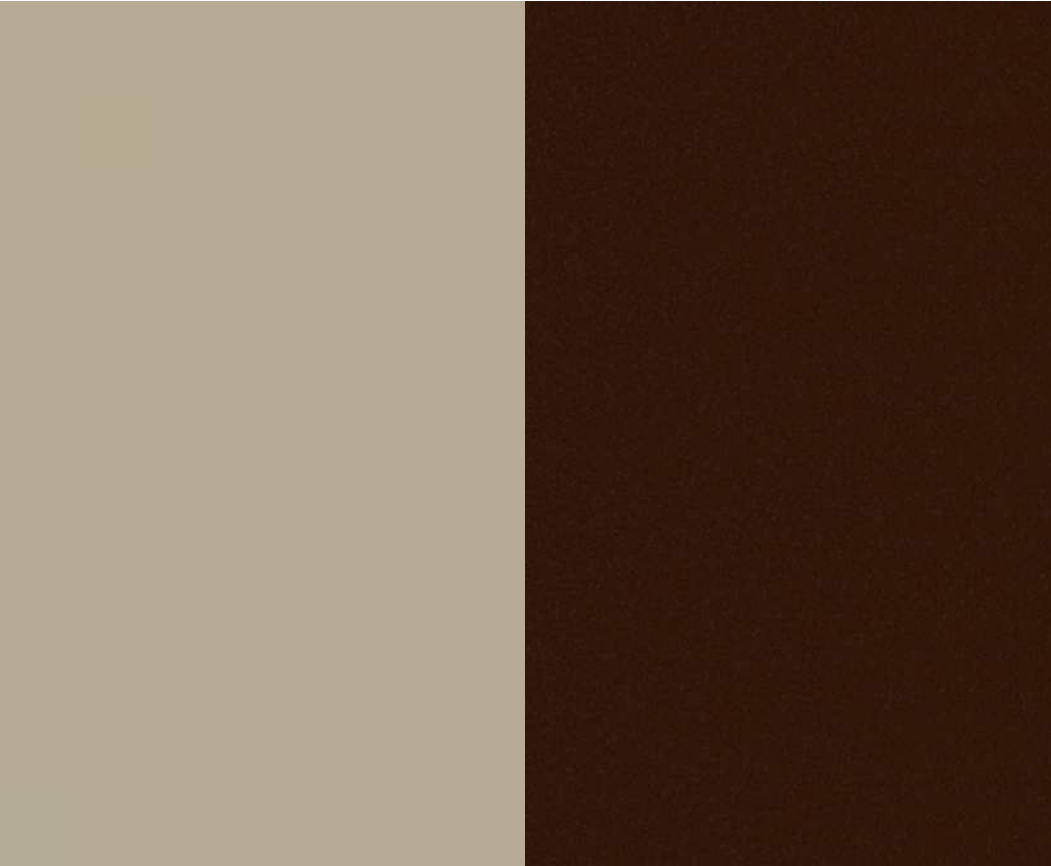
A903

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METAL ACCENTS



COLOR: SIERRA TAN / COPPER BROWN OR SIM.
LOCATION: RAILINGS, FASCIA, GUTTERS, & DOWNSPOUTS

WOOD-TONED ACCENT



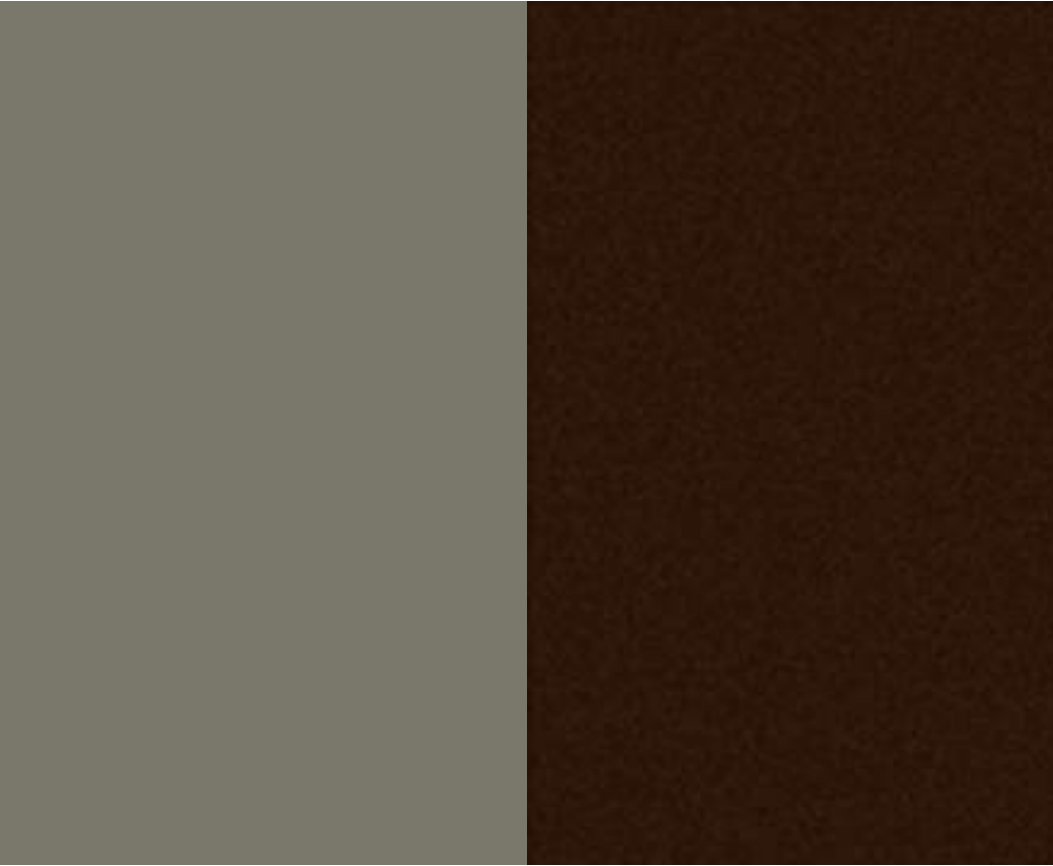
COLOR: WESTERN RED CEDAR OR SIM.
LOCATION: KICKERS, HEADERS, COLUMN WRAP

NATURAL STONE



COLOR: MOUNTAIN ASH OR SIM.
LOCATION: SIDING, COLUMN BASE

ALUMINUM CLAD WINDOWS & DOORS



COLOR: GULL GRAY / BARK OR SIM.
LOCATION: WINDOWS & DOORS

FIBER CEMENT SIDING



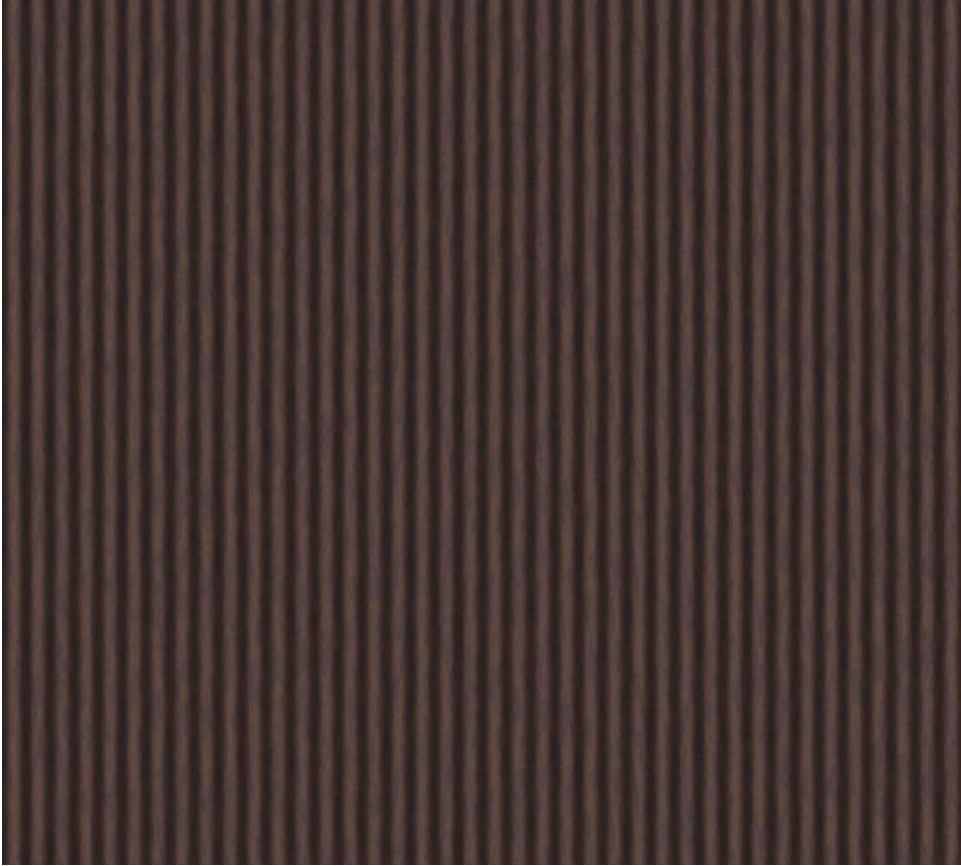
LOCATION: VERTICAL SIDING

ASPHALT SHINGLE ROOF



COLOR: TEAK OR SIM.
LOCATION: MAIN ROOFS

CORRUGATED METAL ROOF & SIDING



COLOR: CORTEN AZP RAW OR SIM.
LOCATION: SIDING, ACCESSORY ROOFS



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2	02/17/2025

SHEET TITLE:

MATERIAL BOARD

SHEET NUMBER:

A904

February 17, 2025

Sarah Crump, AICP
Town of Breckenridge Community Development Department
150 Ski Hill Road / Post Office Box 168
Breckenridge, Colorado 80424

RE: Second Preliminary Hearing – The Imperial/Parcel 4 (PL-2024-0475)

Sarah,

Thank you for your continued help with The Imperial Hotel & Private Residences (“The Imperial”)/Parcel 4 site plan application. We appreciate Staff’s and the Planning Commission’s review of our request and the comments and suggestions made during the January 7, 2025 First Preliminary Hearing. In response, we have revised the plans and provided additional information. The project has been refined with revisions to the building’s various internal uses (amount, size, and locations), exterior materials, and site layout resulting in changes to the building’s overall gross square footage, density, parking counts, amenity calculations, employee housing requirements, and site area calculations (open space, snow storage, snowmelt, etc.) which have been reflected on the plans and discussed below. Building sections, roof plan, and a material and color sample board have also been included in the plan set. Please note that one additional whole ownership condominium and one additional whole ownership lock-off have been added to the plans. A total of 135 condominiums and lock-off units are now proposed. (Previously, 133 total.)

Please note that P8E Grandview will acquire the property from LC Breckenridge Holdco, LLC in the future and new Preliminary and Final Applications will be provided reflecting this. Once the sale is finalized, we request that the new ownership is reflected on any future staff reports and development permits for the property.

Policy 3/Density – Square Footage

In response to a Planning Commissioner’s question about the various uses’ densities, we note that during the Master Plan Amendment there was uncertainty about how the various interior uses would be calculated due to the then recent mass policy elimination. Consequently, all of the total 506.1 single-family equivalents (SFEs) for the Peak 8 Base were designed to be use-flexible so long as the 506.1 SFEs total is not exceeded. (All of the density is flexible, just not the 74.2 SFEs of transferred density from the Gondola Lot Master Plan.) The footnote under the use and density matrix states: **SFEs for Residential, Commercial and Guest Services Facilities are estimates and may vary between uses in the final design. The total SFEs per Planning Area will not exceed the Total SFEs shown on the chart.*

The proposed density falls below the remaining 220.00 SFEs of the total allowed 506.1 SFEs and the table below reflects the revised building calculations:

Use	Conversion/ (Square Feet)	Proposed Density (Square Feet)	SFEs
36 Hotel Rooms	1,380	16,028	11.61
135 Condos/Lock-Offs	1,200	119,281	99.40
9 Townhomes	1,600	33,703	21.06
Commercial	1,000	17,530	17.53
Guest Services	1,000	3,053	3.05
Non-habitable areas Common/Circulation, Support, etc.	1,200 (Condos primary use)	78,408	65.34
Amenity Total*		(31,205)	N/A
Amenity Overage*	1,200 (Condos primary use)	2,231	1.86
Parking**		(110,656)	N/A
Density Total		270,234	
Gross Building Total		409,864	219.85

* Per the Master Plan, meeting or conference facilities or recreation and leisure amenity areas up to 600% of required do not count as density. 600% of 169,012 square feet residential total = 28,974 square feet. 2,231 square foot overage to be counted as 1.86 SFEs ($2,231/1,200 = 1.86$).

** All required parking is provided underground. It was not the intent of the recent Mass Policy elimination to count any underground parking areas as density. A waiver from Absolute and Relative Policy 3/Density for the underground parking square footage was granted in the Development Agreement.

Policy 24/Social Community – Meeting and Conference Rooms and Recreation and Leisure Amenities

The revisions to the buildings' residential square footage have also impacted the amenity calculations. As noted in the above footnote, meeting or conference facilities or recreation and leisure amenity areas up to 600% of required do not count as density according to the master plan.

The Imperial contains 169,012 square feet of residential dwelling area. Consequently, 4,829 square feet of amenity area is required ($169,012/35 = 4,829$).

31,205 square feet of indoor/outdoor recreation and/or leisure amenity areas are proposed which is approximately 646% of required. ($600\% = 28,974$ square feet. $31,205 - 28,974 = 2,231$ square feet over which is 1.86 SFEs counted as density. $2,231/1,200 = 1.86$ SFEs)

Policy 24/Employee Housing Calculations

The table below represents the current proposed square footages for the various uses and the Planning Commission's support of our requested employee generation rate reductions for Whole Ownership Condominiums, Lobby Bar, Bar/Speakeasy, and Private Dining areas based on our operational experiences at our existing resorts. (Please note that there was no change to the sizes of the Lobby Bar or Private Dining areas and the Bar/Speakeasy actually reduced in size.) The

Market/Retail use reduction request was not supported by Commission; consequently, the table reflects the Development Code's requirements for Market/Retail.

Use	Number Rooms/Units or Square Footage	Employee Generation Rate Per Code	Employees to be Housed Per Code	Employee Generation Rate Proposed	Employees to be Housed Proposed	Reduction Proposed
Hotel Units	36	0.6 employees/ room or unit	21.60		21.60	0.00
Condominiums – Whole Ownership	23	0.6 employees/ room or unit	13.80	0.33 employees/ room or unit	7.59	-6.21
Lock-Offs – attached to Whole Ownership Condos	22	0.6 employees/ room or unit	13.20		13.20	0.00
Condominiums – Fractional Ownership	36	0.6 employees/ room or unit	21.60		21.60	0.00
Lock-Offs – attached to Fractional Ownership Condos	54	0.6 employees/ room or unit	32.40		32.40	0.00
Townhomes	9	0.33 employees/ unit	2.97		2.97	0.00
Spa/Retail	3,473	2.1 employees/ 1,000 sq. ft.	7.29		7.29	0.00
Kennel/Pet Check-in/ Play	1,897	2.4 employees/ 1,000 sq. ft.	4.55		4.55	0.00
Market/ Retail	1,224	2.4 employees/ 1,000 sq. ft.	2.94		2.94	0.00
Retail/Ski Shop	2,860	2.4 employees/ 1,000 sq. ft.	6.86		6.86	0.00
Bar - Lobby	456	10.2 employees/ 1,000 sq. ft.	4.65		2.00	-2.65
Restaurant	4,614	10.2 employees/ 1,000 sq. ft.	47.06		47.06	0.00
Kitchen	1,438	10.2 employees/ 1,000 sq. ft.	14.67		14.67	0.00
Bar/Speakeasy	1,147	10.2 employees/ 1,000 sq. ft.	11.70		5.00	-6.70
Private Dining	421	10.2 employees/ 1,000 sq. ft.	4.29		2.00	-2.29
Outdoor Dining/Bar	2,302	5.1 employees/ 1,000 sq. ft.	11.74		11.74	0.00
Total:			221.32		203.47	-17.85

Based on the Development Code's employee generation rates for the individual aggregated uses within The Imperial, 221.32 employees would be generated. We believe 221.32 employees does not correctly reflect our whole ownership condominium owners' needs, the nuance of the proposed

uses, and the shared responsibilities our employees have in a large multi-use resort such as The Imperial. Rather than isolated stand-alone uses operated by individual businesses, we provide efficiencies of scale with our staff to cover multiple uses within a single building. Consequently, the Planning Commission supported a reduction in the employee generation rates for the Whole Ownership Condominiums, Lobby Bar, Bar/Speakeasy, and Private Dining areas based on our operational experiences at our existing resorts. We operate our residential projects and resorts in the same fashion—regardless of their locations.

As previously mentioned, the whole ownership units at our other resorts are not always occupied by their owners, and although the owners have the option to include the units in a rental pool, the majority of the owners choose not to rent out their units. For instance, at our Avon project which is at the base of a ski area, whole ownership occupancy rate is approximately 52%. The Whole Ownership Condominium units do not generate their own individual needs for many typical residential services. For instance, there is no individual pool/hot tub maintenance, no individual refuse pick-up, or individual snow plowing services. All of these are provided as common amenities within the resort. Therefore, based upon the less than 100% rental rate, lack of needed individual services, and economies of scale with our staff, we believe 0.33 employees per unit (reduced by 55% from 0.6) is a better reflection of the proposed Whole Ownership Condominiums' employee needs in the larger overall The Imperial resort. Our requested 0.33 employees per unit/room is less than the current Development Code's requirement of 0.23 employees per unit/room.

Utilizing the proposed employee generation rates for these four uses and the remaining employee generation rates of the Development Code, 203.47 employees would be generated rather than 221.32 employees per the Development Code. For comparison, our Grand Colorado resort is similar in scale, uses, and operation to The Imperial and approximately 160 individuals are employed there.

Policy 18/Parking

The parking calculations have also been revised based on changes to the various proposed uses. A total of 192 parking spaces are required/allowed and 211 parking spaces are proposed. The parking calculations and totals are noted on the Cover Sheet as well in the garage areas shown on Sheets A100-A102.

The Breckenridge Outdoor Education Center ("BOEC") parking spaces have also been relocated and labeled in the parking garage to be near the interior BOEC space and the nearby elevator for access to the snow. (Please see Sheet A101/P2 Floor Plan for location details.)

Policy 22/Landscaping

A high quality landscape plan is proposed utilizing native plant materials and water conservation efforts to complement the mountain environment and enhance the project; we are requesting two positive points (+2) under Policy 22/Landscaping. The proposed landscape plan shows a variety of deciduous and evergreen trees and shrubs to be installed on the property paying particular attention to the perimeter to help provide a buffer to the adjacent properties. A total of 132 trees

(18 evergreens 6'-10' tall and 114 deciduous 6'; 10'-12'; and 12'-15' tall (50% multi-stemmed), 447 deciduous shrubs (3-5 gallon container size), 183 evergreen shrubs (3-5 gallon container size), and 90 ornamental grasses (1 gallon minimum size) will be installed on-site. A revised Existing Tree Management Plan has also been provided showing the existing vegetation conditions of the site and the trees to be planted and those to be removed. As many trees as possible have been preserved based on the building's grading, fire mitigation requirements, and additional utility installation and relocation information. These same considerations were utilized for the proposed plantings.

All Absolute and Relative Policy 22/Landscaping applicable terms have been met. All disturbed areas will be revegetated with topsoil and native grasses and perennial seed mixes. The irrigation systems have been designed to minimize water usage. For instance, all new landscape areas will be irrigated with an automatic timer underground irrigation system and water saving irrigation equipment will be used including "smart controllers" with rain/freeze/flow sensors and master valves. Low grow native grass areas will be irrigated with an overhead spray and other planting beds will be on a drip system to conserve water usage. The systems will be designed to reduce overspray on hard surfaces or other unintended areas. Temporary irrigation to the vegetative seed mix areas and native planting transition zones will be provided for establishment period and then be either removed or decommissioned, typically after two growing seasons.

In the past, other projects have also received positive points (+2) for their landscape plan such as Alta Verde for 274 trees on approximately 8 acres which averages to about 34 trees per acre and South Gondola for 121 trees on approximately 6 acres which averages to about 19 trees per acre. Grand Colorado at Peak 8 West Building also received two positive points (+2) for 56 evergreens (8'-10') and 164 deciduous trees (2"-3" caliper/50% multi-stemmed).

The Imperial landscape plan provides approximately 31.58 trees per acre which is similar to projects that have received positive points in the past. (132 trees/4.18 acres = 31.58) Based upon the quantities and the irrigation system water conservation efforts, we believe a minimum of two positive points (+2) is warranted under Relative Policy 22/Landscaping.

Policy 33/Energy Conservation

Sustainability is important to us. The building will be powered by a combination of electricity and gas and we have reduced its interior and exterior energy consumption as much as possible. We have minimized outdoor heated spaces based on use. Many areas on-site will be hand shoveled and for those areas that are snow melted, we will utilize new and innovative technology to reduce energy consumption. (Please see the Snow Management Plan for location details.) Key aspects include:

- No common or individual outdoor fire pits/fireplaces are proposed.
- 71 indoor fireplaces are proposed—please see the matrix on the plans' cover sheet. The maximum three fireplaces for each unit are met and three indoor common area fireplaces are proposed—in the lobby, restaurant, and Bar/Speakeasy.

- A total of 10 outdoor gas grills (five grilling areas with two grills each) are planned in the common areas which are not subject to Policy 33 but rather Renewable Energy Mitigation Program (“REMP”) at time of building permit.
- Approximately 4,303 square feet will be snow melted for emergency egress and ADA BOEC skier access. (The southeast plaza/stairs snowmelt was reconfigured for safety.)
- Approximately 9,498 additional square feet will be snow melted throughout the site.
- Approximately 23,656 square feet will be shoveled/plowed for pedestrian circulation and in the outdoor dining and vehicular paved entry areas.
- 1,148 square feet of outdoor pools/spas are proposed.; and
- Two (2) outdoor electric vehicle (“EV”) charging stations beyond the International Energy Conservation Code (“IECC”) requirements are now proposed.

As you know, the outdoor heated areas have been minimized as much as possible, but due to the size of the project, guest resort amenity expectations, and current technology limitations, we understand that nine negative points (-9) will still be incurred under Relative Policy 33/Energy Conservation Subsection B. Excessive Energy Use for the remaining proposed snowmelt areas. (4,303 square feet western emergency egress/ADA BOEC snowmelt exempted. An additional 9,498 square feet of snowmelt which equates to nine negative points (-9). $(9,498 - 5,000 = 4,498/500 = 8.99)$.) Additionally, three negative points (-3) will be assigned for the 1,148 square feet of outdoor pools/spas.

Two (2) outdoor electric vehicle supply equipment (“EVSE”) installed spaces beyond the minimum required by the IECC are now proposed to be available to the residents and guests of The Imperial. We request two positive points (+2) under Policy 33 for these chargers.

We still anticipate four positive points (+4) for the incorporation of the Davis Vantage Pro2 weather monitoring system into the site’s snowmelt system. The weather monitoring system will significantly reduce the amount of energy used on-site over the lifetime of the project. We will be glad to provide a covenant guaranteeing the operation of the weather monitoring station in perpetuity at The Imperial. We note that the Town’s sustainability coordinator and the majority of the Planning Commissioners supported these points.

Lighting (Policy 46)

The property is located in Lighting Zone 3 (LZ-3/Low Ambient Lighting Zone). A photometric plan is required and will be provided for the Final Hearing. All lighting fixtures will be fully shielded and downcast and meet all applicable requirements of Policy 46 and the Town’s Exterior Lighting and Off-Street Parking Regulations. Lighting details—fixture design/cut-sheets and locations will also be provided for all proposed lighting fixtures in the Final Hearing submittal.

Policy 47/Fences, Gates, and Gateway Monuments

A ski barrier fence is proposed along the southern portion of the property adjacent to the ski area on top a 2’ wall. As mentioned during the Planning Commission meeting, this fence has been requested by Vail Summit Resorts, Inc. (“VSRI”) to separate skiers and resort guests and to help retain snow/and provide a backstop to their grooming efforts. A Ski Barrier Fencing Exhibit, Sheet

EX.A, has been included in the plan set showing the fence and retaining/shoring wall details and site sections to better understand the area's grades. A stepped concrete retaining wall (with a stone veneer on the interior side) will be used to hold back grade and a 4.25' tall black powder coated rolled-top wire mesh fence with steel posts is located on the uppermost 2' portion of the wall near the ski area. The fence was found to meet the requirements of 9-1-19-47A.D.7. for safety fencing around ski lifts, gondolas and ski runs at the last hearing.

A Site Fence Plan/Sheet L106 has also been provided showing additional design and location information for all of the project's railings and fencing—safety rails, pool/spa barriers, dog park barrier, and the skier barrier again. A fence will also be installed around the perimeter of the outdoor pool/hot tub area meeting Section 9-1-19-47A. D.6 of the Development Code. The fence will be 5' tall constructed of metal framing with mesh infill panels painted dark brown. This is similar to the pool fence at The Grand Lodge.

A 5' tall dark brown metal fence with vertical pickets is proposed around the dog park on the west side of the property. The design, height, and area of the fence is appropriate and necessary given the use of the area for multiple dogs and to provide physical separation from the other nearby activities on-site. We note that the property is not limited solely to residential uses, but that commercial and amenity uses are also allowed. We believe this pet play area is similar to the Carter park dog park and Absolute Policy 47's various requirements are not applicable. For instance, Section D.1 calls for fences in residential areas to be constructed of natural materials with a maximum solid to void ratio of 1:3 and Section 9-1-19-47A.D.3. Pet Fences limits fences on single-family residential lots limited to 54" height, a maximum 1:3 solid to void ratio, and a 400 square foot maximum area of enclosure in the rear or sides yards. (Wire mesh is also allowed to be incorporated into a pet fence.)

We believe the proposed pet fence is aesthetically pleasing and compatible with the building's architectural details and other fences and railings on-site. It will enclose an area used by multiple pets and provide necessary separation from the other nearby uses.

Policy 5/Architecture and Lighting

Additional building materials information have been provided for review. Vertical wood-toned fiber cement siding will be utilized instead of fiber core and a digital material and color sample board has been provided in the plan set. Although not fully designed at this time in terms of kW capacity, size, etc., a roof-top solar energy system will be installed on the north-east portions of the building to help off-set the Imperial's REMP requirements. Additional solar energy system design information will be provided in the future for review with the formal Class D and Building Permit applications.

Lighting location and fixture details are currently being finalized and a photometric plan will be prepared for the property and submitted to the Town for review prior to the Final Hearing. All lighting fixtures will be fully shielded and downcast and meet all applicable requirements of Policy 46 and the Town's Exterior Lighting and Off-Street Parking Regulations.

Additional Building Perspective

In response to a Commissioner's request, a perspective from uphill showing how our project integrates with the existing ski area topography has been provided.

Four O'Clock Subdivision Trail Access and Grades

Unfortunately, Four O'Clock neighborhood access through the property to the ski area during construction is not possible due to safety concerns. There is no existing formal easement on The Imperial property; rather there is a 10' wide north-south easement running along the western boundary of the Four O'Clock Subdivision which can be used by the neighbors to gain alternative access to the ski area during construction.

A formal public trail easement will be established and available for the neighbors' use once the project is completed. The trail easement area will be similar to as it currently exists—generally sloping up from the Four O'Clock Subdivision to the ski area.

Phasing – Construction and Occupancy and Temporary Structures

Due to the large scale of The Imperial and planned construction timing, we would also like to discuss construction phasing, with temporary certificates of occupancy provided when various portions of the building are completed, and temporary structures.

Sections 8.2(g) and (h) of the April 9, 2024 approved Development Agreement allows for on- or off-site temporary structures to house VSRI's administration functions and for BGV pre-operations while The Imperial is under construction and for the parking garage to be used as temporary construction parking. Section 14.2 also allows infrastructure permits to be applied for (including deep utilities, grading, construction of storm water management systems and mass excavation) prior to issuance of a building permit subject to Town Engineering approval. However, the Development Agreement does not speak to any project phasing. Phasing and temporary certificates of occupancies have been utilized for large projects in the past, such as the Grand Lodge on Peak 7 and Grand Colorado, and we ask for consideration of the same allowances. We will continue to work with the Building, Engineering and Planning Departments to ensure that all life-safety or other concerns are addressed. We also entered into a Temporary Certificates of Occupancy Agreement with the Town for the Grand Colorado on Peak 8, Building 3 which contained details and requirements specifying how the temporary certificates would be granted. We will be glad to enter into a similar agreement for The Imperial.

We plan on applying for a separate Infrastructure Permit this spring to allow infrastructure and site work to take place prior to issuance of a building permit and have been coordinating with the Engineering Department on this. We estimate it will take approximately five to six years of continuous construction to complete The Imperial. (This includes the infrastructure work.) Construction will be continuous and occupancy of the building will be phased like other large scale residential developments in Town. Construction will generally take place from west to east, in a vertical fashion, based on The Imperial's design and Building Code requirements. Phasing diagrams have been provided in the plan set.

The first section will include the westernmost portion of the building to the parking ramp and up through and including Level 1. Separation from construction and occupied areas will be provided

and coordinated with the Building Department. Fully active sprinkler systems and fire alarms will be provided and the exterior building shell will be perceived as finished from the outside and above areas accessible to the public. Efforts will then consist of finishing the floors above and obtaining temporary certificates of occupancy of the associated areas and units. Finally, the eastern portion of the building will be worked on—the ongoing construction of the shell and its interior spaces. The Hotel units are located in Phase 3.

In response to a Planning Commissioner's request, the plans now indicate the building's interior uses at final certificate of occupancy. Due to the planned construction and occupancy phasing, some of the areas may be temporarily used for other purposes due to Building Code compliance or out of necessity. For instance, during the first occupancy phase, the lobby/check-in area will be located on the lower levels of the building, then moved to the final locations on Level 1 as shown on the plans. Some of the other interior uses will also be moved around during the various phases to accommodate guests and residents.

As mentioned during the First Preliminary Hearing, VSRI displaced parking will be accommodated at the Crystal Peak Lodge and One Ski Hill Place during construction. The required parking for all guest services areas (including VSRI and BOEC offices) and the commercial spaces are accounted for off-site in the 200 common parking spaces according to the Peak 7 & 8 Master Plan. The Development Agreement's allowed additional 35 VSRI parking spaces and 6 BOEC parking spaces will be provided at the final certificate of occupancy for the building. All required residential and spa parking will be provided in association with the temporary certificate of occupancy phases they are located in. Construction parking will take place in the garage as allowed by the Development Agreement. If any of these spaces are needed for the finished residential units or spa area, construction parking can move off-site (i.e., North Gold Rush Lot) and workers will be shuttled to the site or utilize the gondola.

Sections 8.2(g) and (h) of the Development Agreement specify the terms for the VSRI and BGV temporary structures and for the parking garage to be used for temporary construction parking while The Imperial is under construction:

(g) Issue, upon application for the same, such permit(s) as may be required by the Town to allow one or more Applicant-provided temporary structures accommodating VSRI's administration functions necessary or appropriate for the operation of the Breckenridge Ski Resort, as well as Applicant's pre-operation functions on Parcel 4, up to approximately 6,000 square feet, to be placed on Parcel 4, or other location(s) suitable to the Town and VSRI and Applicant, and maintained in such location(s) until Applicant constructs guest services spaces for VSRI's use and occupancy; provided, however, that all approved temporary structures shall be removed by Applicant no later than sixty (60) days after the issuance of any final certificate of occupancy for all structures on Parcel 4. The Town shall also grant such waivers including, without limitation, from Absolute Policy 36/Temporary Structures as may be necessary to effectuate the terms of this section.

(h) Allow the parking garage contemplated on Parcel 4 to be used as temporary construction parking while the on-site building(s) is under construction.

Temporary structures are planned to be located off-site near the southern “L” corner of the property (where the main building and the southern townhomes connect) to house temporary offices, storage, and construction activities during construction. (VSRI’s space inside The Imperial will be completed in the first phase and at that time the VSRI temporary structures will be removed. The BGV temporary structure(s) will remain but will be removed within 60 days of the final certificate of occupancy for The Imperial in accordance with the Development Agreement terms. A construction/sales trailer will also be placed on-site and removed after the final certificate of occupancy is issued in accordance with Absolute Policy 29/Construction Activities. The locations of the temporary structures are conceptual at this time, and will be finalized for the Town’s review in association with the infrastructure and building permits—whichever is applicable.

No staging of vehicles or materials are planned to occur in Ski Hill Road. We will coordinate with the Town when it is necessary to encroach into the ROW for utilities or other improvements and any physical disruption to the surface of Ski Hill Road will be restored. The construction staging plan will be finalized and submitted to the Town prior to commencement of any construction activities showing the location of the temporary structures and construction/sales trailer.

The Development Agreement also contains the timing requirements for Parcel 4’s various public benefits relating to Cucumber Gulch, Sawmill Road, traffic counts, and Absolute Policy 24 required off-site employee housing on Parcel 7. Generally, the Cucumber Gulch improvements are required prior to issuance of *any* certificate of occupancy on Parcel 4 while Sawmill Run Road and the five year traffic counts are not triggered until the *final* certificate of occupancy is issued since temporary certificates of occupancy will be issued for the various phases. We will be glad to work with the Town to ensure all requirements are met at the appropriate time.

2.7 Cucumber Gulch Improvements.

(a) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant will establish with the Town an environmental improvement fund dedicated to ecosystem and habitat improvements to protect Cucumber Gulch funded by a fee of \$2/rental room per night in perpetuity.

(b) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant shall make a one-time \$125,000 contribution to the Town for constructed improvements or other management or conservation expenses in Cucumber Gulch.

Section 8.1(e)(ii) of the Development Agreement speaks to the employee housing:

(ii) If Parcel 7 has been annexed into the Town, Applicant shall cause all required employee housing to be provided on Parcel 7 prior to the issuance of a certificate of occupancy for Parcel 4, unless it is not feasible to construct all required units on Parcel 7, in which case Applicant shall provide the balance of any required units through any alternative means permitted under the Town Code. If Parcel 7 has not been annexed into the Town, Applicant’s obligation to provide employee housing under the Town Code shall remain unchanged, and it shall be Applicant’s responsibility to provide the required employee housing through any alternative means permitted under the Town Code. Such housing shall be located

in the Upper Blue Basin, as that term is used in Section 9-1-19-24A.E.2 of the Town Code, and in close proximity to transit. In no event shall Applicant provide employee housing required for Parcel 4 through conversion of housing units in Breckenridge Terrace.

Section 8.1(f) addresses the Sawmill Run Road Closure:

(f) Upon issuance of the final certificate of occupancy for all buildings on Parcel 4 Applicant shall deliver to the Town documentation sufficient to demonstrate that any right of access to Parcel 4 via Saw Mill Run Road has been abandoned.

And Sections 8.3 (a) and (b) discuss trip counts and additional shuttles:

(a) At the end of the first year after issuance of the final certificate of occupancy and every year thereafter for the first five (5) years after issuance of such final certificate of occupancy, Applicant will provide a trip report to the Town. Trips will be defined as the number of trips into the garage anticipated to be constructed on Parcel 4 plus the number of trips out of that garage on a daily basis.

(b) If during any single calendar month of each of such five (5) years the number of trips exceeds an average of 1,600 trips per day, for every 100 trips in excess of 1,600, Applicant will acquire and transfer one additional electric shuttle van to the Breckenridge Mountain Master Association (“BMMA”). Until such time as the threshold described in the preceding sentence has been reached the residents and guests of the anticipated development shall have access to the transportation (van) system operated by the BMMA in the same manner as is provided to other properties located within the boundaries of the BMMA. A letter from the BMMA confirming the same shall be provided to the Town.

Consequently, in connection with the first phase and temporary certificate of occupancy for the project, the Cucumber Gulch environmental improvement fund supported through a fee of \$2/rental room per night in perpetuity of the project will be established and the one-time \$125,000 contribution to the Town for Cucumber Gulch will be remitted. We will take the lead on creating the environmental improvement fund and welcome any of Staff’s comments or suggestions on it.

Circulation

In response to questions during the last meeting, delivery and refuse trucks will utilize the westernmost curb cut and back into the building’s delivery area. They will then exit the site utilizing this same access. The plans have been updated to show that a full size semi-trailer truck is capable of fitting into the loading area. We note deliveries and refuse collection utilizing the western access are infrequent and usually occur during non-peak times so they are not expected to negatively impact vehicles on Ski Hill Road.

February 2025 Traffic Impact Study Update/Additional Turn Lane Evaluation

A Traffic Impact Study Update evaluating The Imperial access and necessity of a left turn deceleration lane has been prepared by Kimley-Horn. (The February 2025 Traffic Impact Study

Update has been attached and is intended as an update to their previously submitted and approved East Peak 8 Traffic Impact Study dated February 17, 2020.)

Guests and owners will primarily utilize the eastern curb cut while delivery vehicles will primarily utilize the western curb cut. The western curb cut is a one-way loop for service vehicles, shuttles and guest drop-off; however, once guests and owners have checked in, they will then use the eastern entry for ingress and egress since it provides direct access to the underground parking structure. The eastern access provides for two-way travel and full turning movements onto Ski Hill Road and will be the primary entry location for passenger vehicles.

Kimley-Horn has reviewed the proposed circulation plan for the project and has provided a turn lane evaluation for the project's two accesses along Ski Hill Road in relation to the Town's standards. Based on the uses of these accesses, they have found that a left turn lane is not warranted for either access. (23 westbound turns during the peak hour for the west access and 20 westbound left turns during the peak hour for the east access. Please refer to the Study Update for details.)

Conclusion

We believe The Imperial has improved with the various plan modifications and we will continue to work on addressing any remaining comments for our future submittal. The applicable terms of the Development Agreement, Peak 7 & 8 Master Plan Amendment, and the Development Code have been met. With the granting of a variance for the water quality and infrastructure improvements in the Cucumber Gulch Preventative Management Area (PMA) and support of the employee housing mitigation rates and non-turn lane necessity, all Absolute Policies have been met and the project passes the applicable Relative Policies with an overall score of three positive points (+3) as noted below (-23/+26):

Relative Policy	Points	Comments
6/Building Height	-10	Building is 164'-5" tall exceeding the LUGs recommendation by more than 1/2 story but less than 1 full story. Below OSHP east cross-gable.
6/Building Height - Ridgeline	-1	Unbroken ridgelines exceeding 50'.
15/Refuse	+1	Refuse and recycling area integrated into the garage.
16/Internal Circulation/ Accessibility	+3	Improved public eastern and western access easements through the project connecting the Four O'Clock Subdivision to the ski area and Ski Hill Road to the ski area.
18/Parking	+4	All required parking is provided underneath the building.
19/Loading	+2	Underground loading area separated from guests' check-in and parking area.
22/Landscaping	+2	High quality landscape plan with water saving devices exceeding minimum Code requirements.
24/Social Community – Social Services	+4	1,631 square feet BOEC interior area, six ADA van accessible parking spaces, ADA compliant route from garage to their offices and snow, and use of the outdoor pool and hot tubs areas for \$1/year for 50 years.

25/Transit	+4	All electric year-round shuttle system to be provided.
33/Energy Conservation – Excessive Use	- 12	Additional snowmelt and pools/hot tubs heating.
33/Energy Conservation – Other Design Features	+4	Weather monitoring system for snowmelt areas.
33/Energy Conservation – EV Capable/Installed	+2	Two exterior EV charging stations installed above IECC minimum required.

Thank you again, Sarah, for your help with The Imperial. Please let me know if there is any additional information or clarification that we may provide for the Second Preliminary Hearing.

Regards,

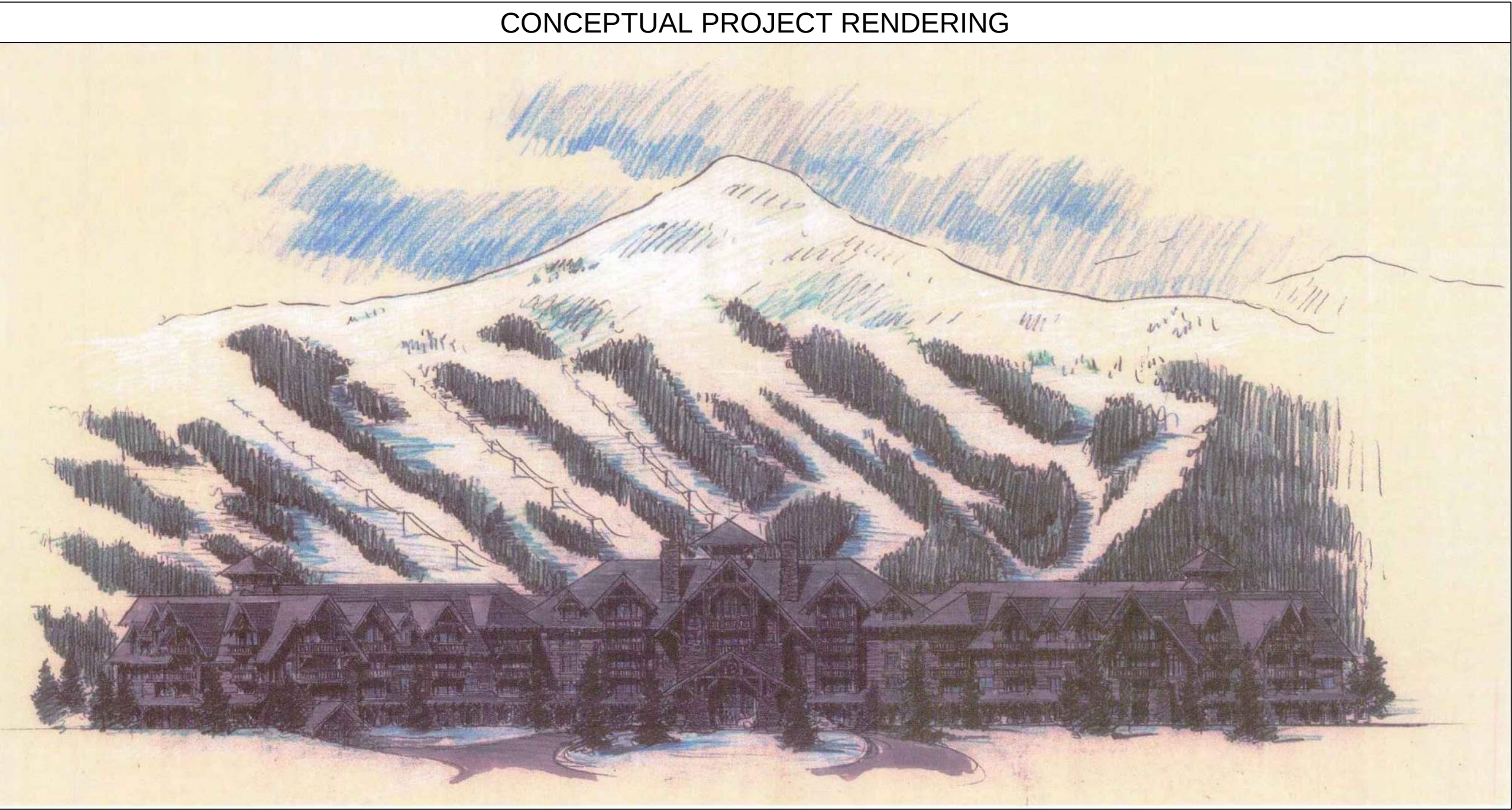
Graham Frank
Chief Development Officer

PEAK 7 & 8

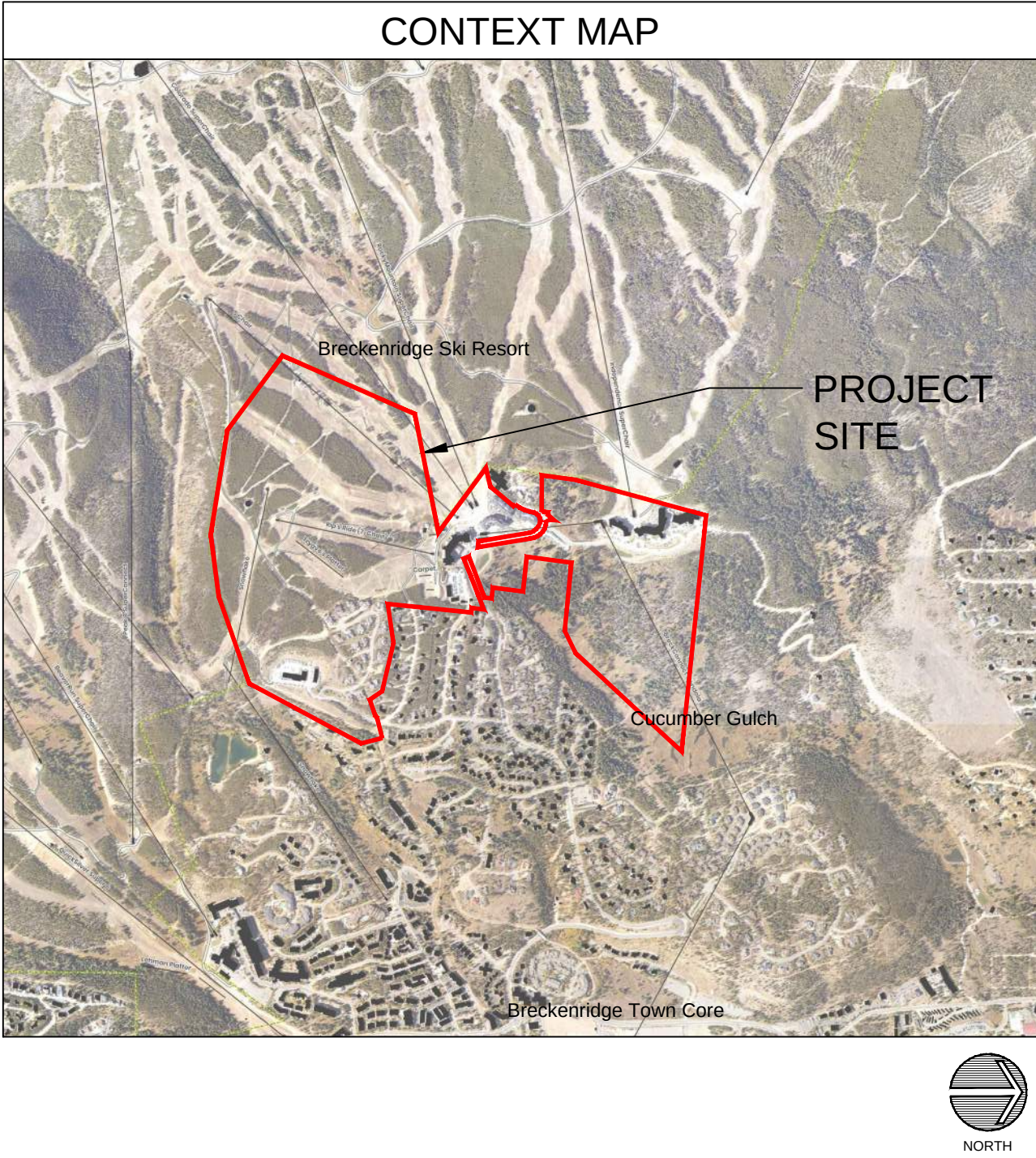
MASTER PLAN AMENDMENT REVIEW SUBMITTAL

May 28th, 2024

PROJECT DIRECTORY		
APPLICANT	P8E GRANDVIEW LLC. 100 S Main Street Breckenridge, CO 80424 Contact: Graham Frank Phone: 970.453.663	X
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LANDSCAPE ARCHITECT	DTJ DESIGN 3101 Iris Ave. Boulder, CO, 80301 303.443.7533 Contact: Bill Campie Email: bcampie@dtjdesign.com	X
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SHEET INDEX	
SHEET	DESCRIPTION
Sheet 01	Cover Sheet
Sheet 02	Vicinity Map
Sheet 03	Existing Conditions
Sheet 04	Fit Test
Sheet 05 - 06	Amendment Notes
Sheet 07	Building Elevations Exhibit A
Sheet 08	Circulation and Trails
Sheet 09	View Corridors
Sheet 10	Land Use
Sheet 11	Utility Plan





PEAK 7 & 8
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

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ISSUE DATE:	04/26/2024
REVISIONS:	

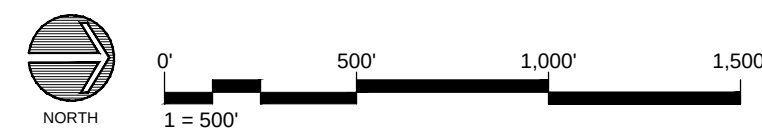
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SHEET TITLE:

VICINITY MAP

SHEET NUMBER:

SHEET 02





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BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

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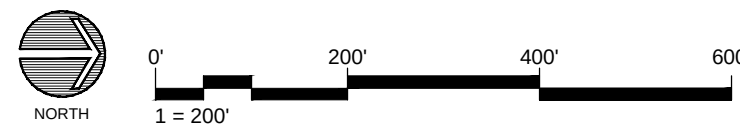
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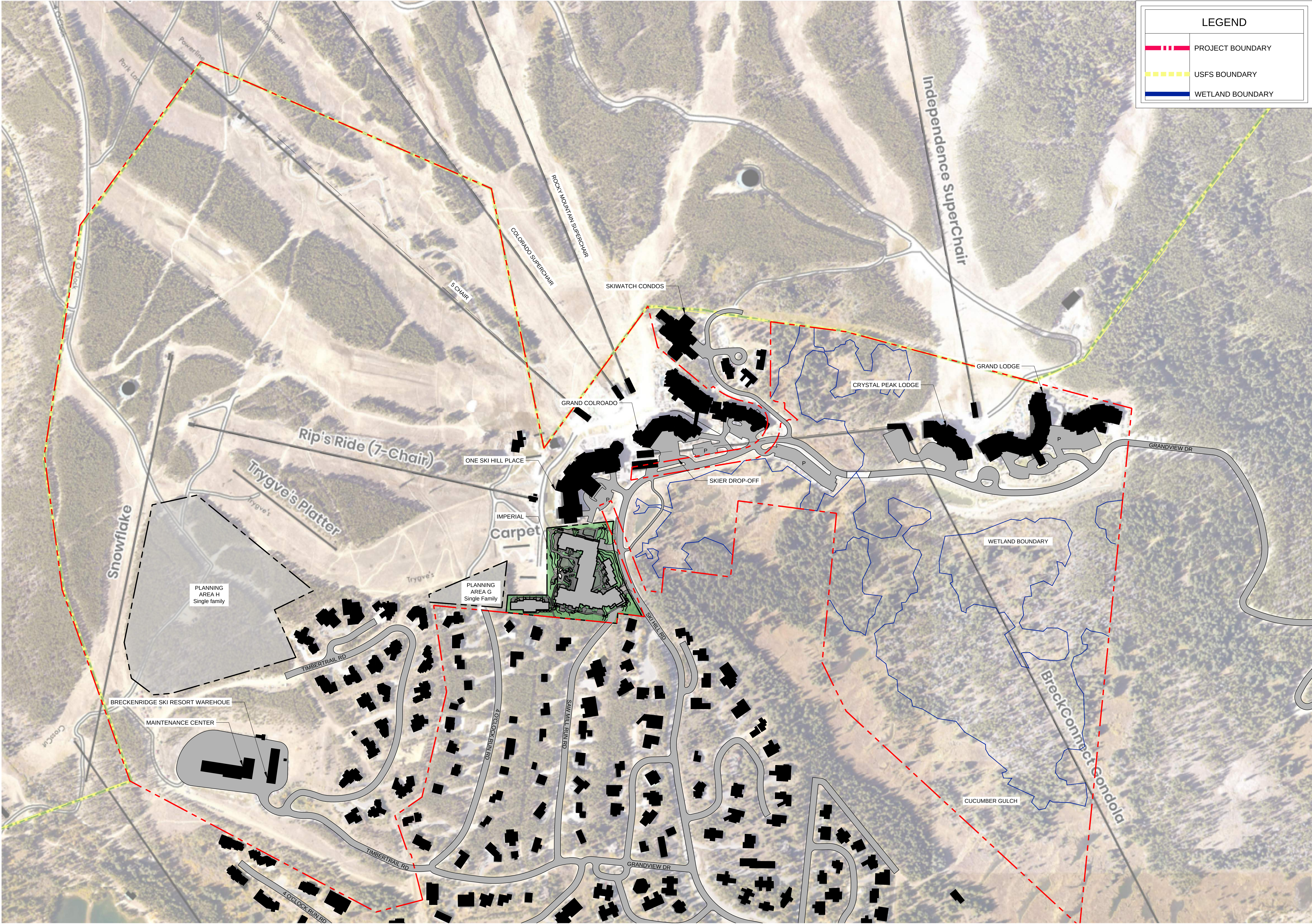
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EXISTING
CONDITIONS

SHEET NUMBER:
SHEET 03

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PEAK 8 PROPERTIES

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ISSUE DATE: 04/26/2024

REVISIONS:
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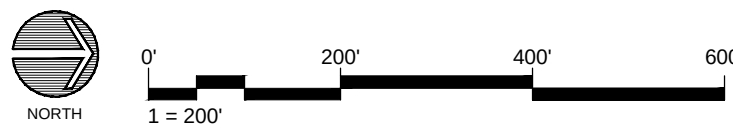
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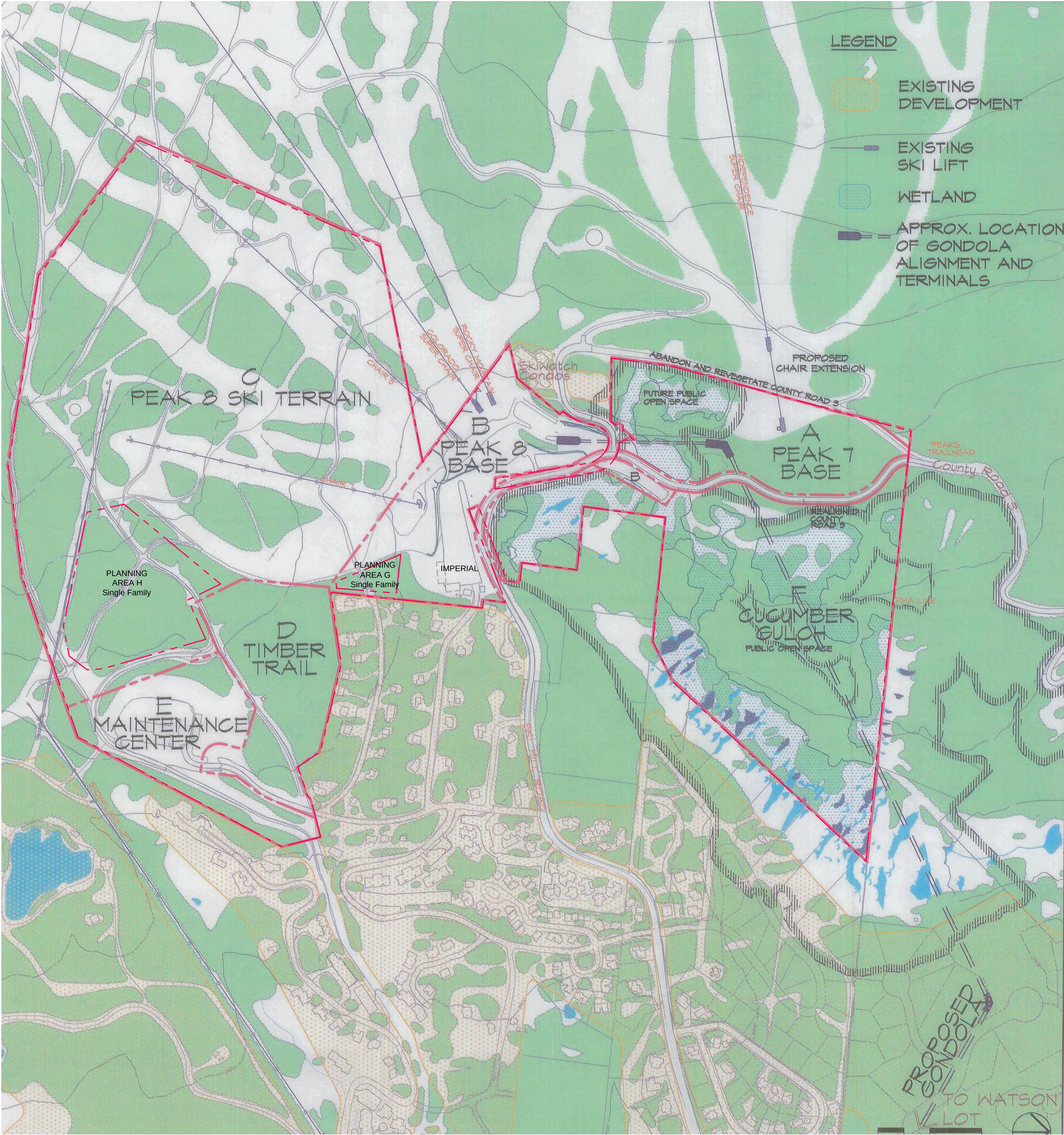
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	PLANNING AREA	APPROX. AREA ACRES	RESIDENTIAL SFES	COMMERCIAL SFES	GUEST SERVICES FACILITIES SFES	TOTAL SFES	ALLOWED USES
A	PEAK 7 BASE	19.6	171.3	5.0	8.9	185.2	MULTI-UNIT RESIDENTIAL, DUPLEX, COMMERCIAL, GUEST SERVICES FACILITIES, GONDOLA, PARKING
B	PEAK 8 BASE	22.7	433.4	26.8	45.9	506.1*	MULTI-UNIT RESIDENTIAL, DUPLEX, COMMERCIAL, GUEST SERVICES FACILITIES, GONDOLA, PARKING
C	PEAK 8 SKI TERRAIN	107	0	0	0	0	MULTI-UNIT RESIDENTIAL, DUPLEX, COMMERCIAL, GUEST SERVICES FACILITIES AND SKI RUNS
D	TIMBER TRAIL	16.3	22	0	0	22	SINGLE FAMILY RESIDENTIAL
E	MAINTENANCE CTR	15	0	0	0		MAINTENANCE FACILITY
F	CUCUMBER GULCH	56.3	0	0	0		OPEN SPACE, TRAILS, GONDOLA AND WATER QUALITY AND DRAINAGE FACILITIES
G	SINGLE FAMILY	1.1	2.0			2.0	SINGLE FAMILY RESIDENTIAL
H	SINGLE FAMILY	13.4	14.0			14.0	SINGLE FAMILY RESIDENTIAL
	TOTAL	251.4	642.7	31.8	54.8	729.3*	

*SFES for Residential, Commercial and Guest Services Facilities are estimates and may vary between uses in the final design. The total SFES per Planning Area will not exceed the Total SFES shown in the chart.

1) ALLOWED USES

Peak 8 Base: The Allowed Uses for Lot 4, Peak 8 Subdivision Filing No. 1 include the above Multi-Unit Residential, Duplex, Commercial, Guest Services Facilities, Gondola, and Parking uses as well as a Condominium, Condo-Hotel, and/or Hotel/Lodging/Inn Uses and Timeshare Interests, whether by way of whole or fractional ownership, as those capitalized terms are defined in Section 9-1-5 of the Town Code, and associated Commercial, Guest Services Facilities, and other amenities as specified in the Development Agreement approved on April 9, 2024 and recorded with the Summit County Clerk and Recorder on May 24, 2024 under Reception No. 1331127 (“2024 Development Agreement”).

Maintenance Center:
Existing density is assigned per the 1986 BSA MASTER PLAN. No additional square footage may be developed unless transferred to the site.

Planning Areas G and H Single Family Homes:
Each single family home in Planning Areas G and H is limited to a total of 7,500 square feet of density per residential lot as calculated by the Breckenridge Development Code.

2) DENSITY TRANSFERS:

11.5 of the Residential SFES and 5 of the Commercial SFES at the Peak 8 Base were authorized to be developed on what became Lot 2, Peak 8 Subdivision (“Lot 2”) upon the transfer of 16.5 transferable development rights pursuant to the Intergovernmental Agreement concerning transfer of development rights between the Town and Summit County (“TDRs”), but the transfer that actually occurred was of a total of 11 TDRs for 6 Residential SFES and 5 Commercial SFES after Development Permit # 2012075 for the development of Lot 2 was approved and the Residential SFES provided for in the February 26, 2013 Amendment to the Amended Peaks 7 & 8 Master Plan thus have been reduced by 5.5 to reflect the fact that those TDRs were not and will not be transferred to Lot 2.

18 of the Residential SFES and 1.3 of the Commercial SFES at the Peak 8 Base were authorized to be developed on what became Lot 3, Peak 8 Subdivision (“Lot 3”) upon the transfer of 19.3 TDRs, but the transfer that actually occurred was of a total of 18.3 TDRs for 17 Residential SFES and 1.3 Commercial SFES after Development Permit PL-2015-0215 for the development of Lot 3 was approved and the Residential SFES provided for in the January 12, 2016 Amendment to the Amended Peaks 7 & 8 Master Plan thus have been reduced by 1 to reflect the fact that that TDR was not and will not be transferred to Lot 3.

The Eighth Amendment to the Amended Peak 7 & 8 Master Plan (PL-2018-546) allowed for a total of up to 58 SFES, including up to 2 Commercial SFES, to be added to the density for the Peak 8 Base, for exclusive use on Lot 4, Peak 8 Subdivision Filing No. 1 (“Lot 4”) subject to the transfer of up to such 58 SFES from the density permitted under the Gondola Lot Master Plan as provided for in the Development Agreement dated August 15, 2018 and recorded with the Summit County Clerk and Recorder on September 28, 2018 under Reception No. 1181305 and the Amended and Restated Development Agreement dated July 19, 2019 and recorded with the Summit County Clerk and Recorder on January 8, 2020 under Reception No. 1217695. Such TDRs may only be transferred to and used for development on Lot 4 pursuant to an executed density transfer covenant in accordance with the Development Code.

This Ninth Amendment to the Amended Peak 7 & 8 Master Plan reflects an additional 74.2 SFES of density transferred from the Gondola Lot Master Plan for the Peak 8 Base which may only be used for development on Lot 4, Peak 8 Subdivision Filing No. 1; 2 SFES of density transferred from the Gondola Lot Master Plan to Planning Area G; and 14 SFES of density transferred from the Gondola Lot Master Plan to Planning Area G. Such TDRs may only be transferred to and used for development on Lot 4 and in Planning Areas G and H pursuant to an executed density transfer covenant(s) in accordance with the Development Code.

The Total SFES in the Peak 8 Base and Total lines of the table above include an additional 74.2 SFES of density transferred from the Gondola Lot Master Plan for the Peak 8 Base which may only be used for development on Lot 4 and the 58 SFES authorized to be transferred and these amounts will be reduced automatically to the extent that the total number of SFES transferred is less than 132.2 SFES (74.2 + 58).

3) COMMERCIAL:

Commercial: The Commercial SFES at the Peak 8 Base and at the Peak 7 Base are commercial SFES as provided for in the Town Development Code, subject only to the Development Plan Concept and Design Standards below.

Spa Commercial: 2.5 of the Commercial SFES at the Peak 7 Base may be used only for facilities providing activities, services or sales related to health, relaxation and well-being, including, but not limited to, saunas, steam room, whirlpools, hot tubs, massages, aerobics, weight training and cosmetology services.

Restaurant Commercial: 2 of the Commercial SFES at the Peak 7 Base may be used only for a restaurant at the Peak 7 Base, provided that such restaurant may be combined with adjacent Guest Services Facilities to provide a cafeteria encompassing both the space provided with Guest Services Facilities density and the space provided with the 2 Restaurant Commercial SFES.

Breckenridge Outdoor Education Center (BOEC): Prior to issuance of a final certificate of occupancy for the primary building on Lot 4, Peak 8 Subdivision Filing No. 1, an approximately 1,500 square-foot space, as well as an ADA-compliant route, with elevator access, from an indoor garage parking area to the Peak 8 Base snow surface, shall be made available to the BOEC. According to the 2024 Development Agreement, the obligation to make space available to the BOEC is not a public benefit and shall be eligible for an award of positive points during the master plan amendment or site plan development review processes.



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PEAK 7 & 8
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PEAK 8 PROPERTIES

AMENDMENT
NOTES

SHEET NUMBER:

SHEET 05

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4) GUEST SERVICES FACILITIES:

Guest Services Facilities include space for the following primary activities or facilities: ticket sales, administration, nursery or child care facilities, lockers for guests, cafeterias, lounges, storage areas for recreational equipment for sale or rental), and instruction related activities. Each SFE of Guest Services Facilities shall be allowed 1,000 sq. ft. of density. Guest Services Facilities constructed using the 57 SFEs, which were excluded from total density for purposes of a separate density reduction calculation, may not be used as a private club or other restricted access facility requiring membership. Cafeterias constructed using Guest Services Facilities density may be used from time to time outside of the winter recreation season, but may not be used as full service restaurants open to the public on a regular basis outside of the winter recreation season.

Guest Services Facilities will not include patrol and first aid facilities, lockers for employees, public restrooms, storage areas (not including storage areas for recreational equipment for sale or rental) and lift and lift personnel facilities (“Support Facilities”) already constructed at the time of approval of this Amendment or to be constructed. Support Facilities will not apply against the 57 SFEs authorized under this Master Plan for Guest Services Facilities and shall not be assessed against the density and mass of any building within which they are located or are to be located provided that the Support Facilities are legally guaranteed to be used only for the foregoing described purposes and do not exceed a total of 17,594 square feet.

As the result of the application of the above definitions to the Guest Service Facilities at the Peak 7 Base, the SFEs of those Facilities at the Peak 7 Base were reduced from 9 to 5.7 and the resulting 3.3 SFEs reduction was transferred to the Peak 8 Base to increase the Guest Services Facilities SFEs at the Peak 8 Base from 48 to 51.3, while the total Guest Services Facilities SFEs remain at 57. By the Sixth Amendment to this Master Plan, 3.2 SFEs of Guest Services Facilities density were transferred from the Peak 8 Base to the Peak 7 Base for use in existing space within Crystal Peak Lodge that is subject to development rights held by Vail Summit Resorts, Inc. and, as a result of such transfer, the Guest Services Facilities density at the Peak 8 Base was reduced to 48.1 and at the Peak 7 Base was increased to 8.9.

5) AMENITIES:

The provisions of subsection 9-1-19:24 (Relative):D of the Breckenridge Town Code, in effect on the date of approval of this Amendment, notwithstanding, in connection with the future development of the Property pursuant to the Master Plan, meeting and conference facilities or recreation and leisure amenities over and above that required in subsection 9-1-19:24 (Absolute) of the Breckenridge Town Code, in effect on the date of approval of this Amendment, shall not be assessed against the density and mass of a project when the facilities or amenities are legally guaranteed to remain as meeting and conference facilities or recreation and leisure amenities and they do not equal more than 600% of the area required under said subsection 9-1-19:24 (Absolute).

6) PARKING AND TRAFFIC REQUIREMENTS:

Residential: 1 space/unit, except single-family and lock-off units, which shall comply with the Town’s Off-Street Parking Regulations provided that the parking required for lock-off units may be reduced from the requirements of such Regulations if the Town finds that a written analysis provided at no cost to the Town and prepared by a qualified parking consultant supports a decrease from the 2 off-street parking spaces otherwise required to be provided for each 2 bedroom unit with a lock-off or divisible room. All spaces shall be pooled and available on a first come first served basis.

Commercial: 0, provided by common parking spaces. However, parking must be provided for the 2.5 SFEs of Spa Commercial at Peak 7 in compliance with the Town’s Off-Street Parking Regulations. In addition, when the Restaurant Commercial space at Peak 7 is not used together with the Guest Services Facilities cafeteria at Peak 7, parking within Lot 1, Peak 7 Subdivision shall be provided in accordance with the Town’s Off-Street Parking Regulations in effect when application for a development permit for construction of the Restaurant Commercial space is made (such parking may be the same as and not in addition to the Common Parking), or other arrangements for parking in the Peaks 7 & 8 Base Areas, such as providing shuttle for customers, shall be made at the time such permit is approved.

Guest Services Facilities: 0, provided by common parking spaces.

Lot 4, Peak 8 Subdivision Filing No. 1 – Vail Summit Resorts, Inc. (VSRI) and BOEC Parking: In addition to the parking spaces required to be provided by the Peak 7 & 8 Master Plan at the time of site plan review, up to thirty five (35) parking spaces for VSRI on-site employees and six (6) oversized/ADA indoor garage parking stalls for use by the BOEC shall be provided and reserved in perpetuity on Lot 4, Peak 8 Subdivision Filing No. 1. The VSRI parking spaces may not be used by the general public or for any other use but for parking for on-site VSRI employees and the BOEC parking spaces may not be used by the general public or for any other use other than parking for BOEC activities. The construction and use of these spaces are specifically allowed by the 2024 Development Agreement and incorporated into the terms and allowances of this Master Plan.

Common Parking: 200 or more spaces within Planning Areas A and B to be used in connection with Commercial, Guest Services and Peak 8 Ski Terrain by employees, visitors, guests, and invitees subject to such restrictions as may apply from time to time, with the goal being to limit vehicular trips on Ski Hill Road at peak travel times around the beginning and end of the operation of the Peak 8 Ski Terrain for winter and summer recreational activities each day.

Traffic Study: Applicants for site specific development permits within the Master Plan area shall submit to the Town Engineering Department the total number of actual units (as opposed to SFEs or other factors used for conversion to square footage) within the proposed development so that the Engineering Department can confirm that the traffic study submitted in connection with the Master Plan and based on the total of 446 units, and updated to account for the anticipated 488 units and approximately 200 Common Parking spaces anticipated as of the date of approval of this Amendment, remains valid.

7) EMPLOYEE HOUSING

The Town recognizes that the 2024 Development Agreement created vested rights in, among other things, Sections 9-1-19-24A and 9-19-24R of the Breckenridge Development Code as the same were in effect on April 9, 2024, as well as the provisions in the 2024 Development Agreement concerning employee housing (collectively, the “Vested Employee Housing Provisions”). During the vesting period of this Master Plan, and subject to Article 12 of the 2024 Development Agreement, the Vested Employee Housing Provisions will apply to the development and subdivision of Lot 4, Peak 8 Subdivision Filing No. 1 in Planning Area B and any single-family subdivision and residential development in Planning Areas G and H. For the avoidance of doubt, during the vesting period of this Master Plan, the Town will not apply any later-adopted and/or less favorable standards including but not limited to, inclusionary zoning requirements, to Lot 4, Peak 8 Subdivision Filing No. 1 in Planning Area B or to Planning Areas G or H.

8) HEIGHTS OF BUILDINGS:

Heights of buildings shall be established in accordance with the Development Code applied against the recommended heights for Land Use District 39, as they are in effect at the time of the approval of this Amendment on February 26, 2013 and point assessments will be applied in accordance with such Code based on the recommended heights for such Land Use District, provided:

A. That, for buildings at the Peak 8 Base area only, the measurement to be made in accordance with the definition of Building Height in Section 9-1-5 of the Development Code, to account for the lack of natural grades and the anticipated filling of the lowered and generally flat grades currently existing at the Peak 8 Base area, shall be made to the proposed finished grade elevation at the exterior wall below and within the building’s foundation perimeter to the proposed finished grade, and not to natural grade, which generally does not exist in the area, provided that such proposed finished grades shall not include artificial appearing berming or fill. Artificial appearing berming or fill is characterized by

excessive rise and steep grades in the vicinity of building foundations. The height of buildings on Lot 4, Peak 8 Subdivision Filing No. 1 shall be established in accordance with the Town Code and Land Use District 39 of the Guidelines currently in effect provided, however, that the Town and applicant shall establish a method for determining the finished grades above which heights shall be measured in order to account for the lack of natural grades and the anticipated filling of the lowered and generally flat grades currently existing at the Peak 8 Base area.

B. Finished Grade – Is the grade of a disturbed site as agreed upon by Town staff and the applicant, which is based upon the existing contours and trees adjacent to the disturbed area and which is shown in an exhibit to be approved by the Town at the time of the approval of the site specific development permit for the project.

A. That, for the entire Master Plan area, if the Town imposes any limitations on the depth of foundation for buildings or underground parking proposed at depths no more than 12’ below existing grade, the height limitations provided for in the Development Code shall be increased to take into account the increase in height resulting from such foundation depth limitation.

D. That, height measurement for all single family lots shall comply with the applicable policies of the Development Code in effect at the time of site plan application.

E. In addition to the terms of the forgoing provisions and the provisions of Policy 6 (Relative) “Building Height” of the Town of Breckenridge Development Code, the maximum height of the buildings within Lot 4, Peak 8 Subdivision Filing No. 1 shall not exceed the elevation of the existing east cross gable of One Ski Hill Place as shown on the Building Elevations exhibit attached to the Development Agreement recorded on the 28th day of September, 2018 at Reception No.1181305 of the Summit County, Colorado records. This maximum height shall serve as an “Absolute” policy under the Town Code.

F. Relative Policy 6 “Building Height” shall apply to the Town’s review of a site plan application. Pursuant to the above terms, for the purpose of assessing or awarding points under Relative Policy 6, the heights of buildings to be constructed on Lot 4, Peak 8 Subdivision Filing No. 1 shall be evaluated against the height requirements of the Town Code and the recommended heights for Land Use District 39 as they were in effect on February 26, 2013.

9) PEAKS 7 AND 8 BASE DEVELOPMENT PLAN CONCEPT AND DESIGN STANDARDS:

I. Development Plan Concept:

Construction of a new base area at Peak 7 and redevelopment of the base area at Peak 8 will create two new high-quality mountain resort neighborhoods. A seamless plan is envisioned with diversity of premium lodging units, expanded Guest Services Facilities and limited retail and restaurant uses. These portals will serve the needs of the Breckenridge community and its many visitors by:

- G. Developing new family oriented base neighborhoods that will position Breckenridge effectively among other winter and summer resorts.
- H. Developing in a manner that protects and preserves critical natural features, including Cucumber Gulch wetlands, wildlife corridors and significant wildlife habitat.
- I. Developing uses that help fulfill needs for additional and diverse short term ski in - ski out lodging units and new base Guest Services Facilities.
- J. Improving non-auto oriented transportation within the community.
- K. Developing meeting space that helps fulfill community needs for additional meeting facility spaces.

II. Development Plan:

The objective for the development of the Peaks 7 and 8 Bases is to reinforce Breckenridge’s position as one of the premier resort destinations in North America. The focus of the two base areas is on convenience, mountain ambience, and a high level of amenities. Together, these portals will provide a full-range of Guest Services Facilities and a variety of lodging units, organized around mountain-front plazas with limited retail and dining experiences. The mountain-front plazas will provide gathering areas for resort guests and events, except for such areas as are adjacent to buildings and include such things as swimming pools, hot tubs, patio areas for individual units, restaurant seating areas and similar areas to which access may be restricted. As a key component of this development plan, the natural resources of Cucumber Gulch will be preserved. This plan moves all development approved in the Gulch in the 1986 Master Plan onto more suitable sites. Hydrogeologic and other forms of mitigation will be provided if necessary to ensure that groundwater resources now feeding Cucumber Gulch will be uninterrupted and substantial degradation of wildlife resources will be prevented.

Peak 8 Base:

The Peak 8 Base is planned as the main guest arrival location and the terminating point for the future gondola. As the busier, higher-energy area, the plan for Peak 8 Base includes outdoor plazas with space for events, new Guest Services Facilities, fitness centers and other facilities to serve Peaks 7 and 8 guests, modern meeting facilities and some shops and restaurants. The focal point of Peak 8 is the “Grand Lodge,” a new Breckenridge landmark that establishes a high standard of quality for the new development. Adjacent lodging designed in a mountain-resort style will cradle the mountain-front plazas. Toward the ends of the Peak 8 Base area the buildings will be lesser in height and density as compared to the center or core of the Peak 8 Base. Visual impacts adjacent to Four O’Clock Subdivision and Skiwatch Condos will be minimized by maximizing the buffer distance from the buildings located on Lot 4, Peak 8 Subdivision Filing No. 1 to them or utilizing roof forms that step down at the edges, while still maintaining steeply pitched roofs, which are characteristic of mountain architecture. Maximizing the eastern buffer distance to these parcels is more important than designing any building to step down to the east, provided that the eastern edge of a building’s footprint may not be located any further to the east than that shown on the DTJ Design plan reviewed by the Town Council on November 14, 2023 and referenced in section 8.2(b) of the 2024 Development Agreement. The impact of parking will be minimized by locating all residential parking spaces underneath the buildings, with some surface parking available for employees and guests.

Peak 7 Base:

The Peak 7 Base will be a compact village, providing a variety of accommodations. Here, residential units, with potential for both sun and views, will be clustered around a mountain-front plaza where all new modern Guest Services Facilities, a mountain view restaurant and a limited but critical amount of retail space will be located. Toward the north

and south ends of the Peak 7 Base area, the overall buildings will be lesser in height and density as compared to the center or core of the Peak 7 Base. Visual impacts adjacent to the Forest Service land immediately to the north will be minimized by utilizing roof forms that step down at the edges, while still maintaining steeply pitched roofs, which are characteristic of mountain architecture. Guests will have the option to disembark the gondola at the Peak 7 Base, with a short walk to the Independence chair lift which will be extended to the Peak 7 Base. The impact of parking will be minimized by locating all residential parking spaces underneath the buildings, with some surface parking available for employees and guests.

Design Standards:

The architecture will present a transitional mountain style (between rustic and contemporary), through the use of authentic stone foundations, chimneys and other accent elements, interesting roof forms, large shaded windows, simple but strong detailing and a sense of informality. Natural and natural appearing materials, such as lap and shingle siding, board and batten siding, and real stone faced foundations, chimneys and other accent elements will enhance the character and blend with natural surroundings. Natural appearing synthetic materials may only be used as exterior building materials where fire retardant materials are required by building and/or fire codes, or for elements, where in the determination of the Planning Commission, the synthetic material is indistinguishable from pedestrian level. The use of synthetic exterior building materials is subject to the Town of Breckenridge Development Code. No stucco will be used on any exterior building elevation. Wood elements will be stained, with muted colors chosen from a natural palate of weathered browns and grays. Brighter hues may be used for elements such as windows and window trim. Design diversity will be achieved with each type of building, or cluster of buildings, each of which may have their own style to achieve such diversity. This is one of the few places in Breckenridge where larger buildings can comfortably be in scale with the mountain backdrop and clearly be dominated by the surrounding natural mountain setting.

10) PLAN COMPONENTS:

The Town’s approval of this plan is based on the development being carried out substantially in keeping with the foregoing Notes on these Sheets, the Fit Test, the plan for Circulation and Trails and the View Corridors Study. While it is acknowledged that the Fit Test and View Corridors shown are conceptual in nature and that actual locations, configurations and numbers of buildings have not been established by this plan, it is also acknowledged that a substantial deviation having a significant negative impact on the plaza areas, circulation, or views of lifts and the mountains may require a further amendment to the plan. In addition, in connection with the site specific development permits for buildings, the adjacent exterior improvements shall be included as a part of the development if it will not be necessary to remove such adjacent exterior improvements in connection with the future construction of other buildings. The shown plan for Circulation and Trails is not conceptual in nature and any significant deviation may require an amendment to this plan. In addition, to the extent not already existing, trails shall be constructed as and when improvements adjacent to such trail occur.

11) VESTING:

The terms, conditions, and provisions of the Master Plan, as amended by this Amendment, are subject to the extended vesting property rights provided for in the 2024 Development Agreement approved on April 9, 2024 and recorded with the Summit County Clerk and Recorder on May 24th, 2024 under Reception Number 1331127. The 2024 Development Agreement specifically extends the vesting of the Peak 7 & 8 Master Plan from November 8, 2025 to November 8, 2032 as allowed by 9-1-17-11K of the Town Code. Interested parties should review the 2024 Development Agreement and contact the Town of Breckenridge Department of Community Development for further information.

The recording of this mylar satisfies the requirement of paragraph (N) of Policy 39 (Absolute) of Section 9-1-19 of the Breckenridge Town Code concerning the recording of a notice of the approval of a master plan.

MASTER PLAN CERTIFICATE

A master plan is governed by and is subject to Policy 39 (Absolute) of the Breckenridge Development Code, Chapter 1 of Title 9 of the Breckenridge Town Code, as amended from time to time. Although a master plan is a site specific plan as that term is defined by law, a master plan is only a general, conceptual plan for the future development of the subject property. The approval of a master plan is not the Town’s final approval for the development of the subject property. Approval to actually develop the subject property requires one or more further site specific approvals from the Town in the form of additional development permit(s) issued pursuant to the Town’s Development Code, as well as the issuance of any required permits under the Town’s building and technical codes.

The provisions of this Amendment amending the Sheets of the Master Plan are binding upon the owner and all subsequent owners of all or any portion of the real property which is the subject of this Amendment in accordance with and subject to the terms and conditions of the Town of Breckenridge Development Code.

Interested parties should check with the Town of Breckenridge Department of Community Development to determine the duration of the vested property rights for the approved master plan, as well as the duration of the approved master plan.

The Master Plan may be amended, abandoned, or withdrawn only in accordance with the applicable provisions of the Town of Breckenridge Development Code.

Approval of this Amendment and the Master Plan is no assurance that the subject property will ultimately be developed in the manner described in the approved Master Plan. Interested persons should obtain and review copies of all future site specific development permits, subdivision plats, other Town-issued land use approvals, and applicable title information for the subject property before deciding to purchase or invest in any of the real property that is subject to this Amendment and to the approved Master Plan.

OWNER:

VAIL SUMMIT RESORTS, INC. DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____

Breckenridge Ski Resort

AMENDMENT TO AMENDED PEAK 7 & 8 MASTER PLAN (AMENDMENTS ORIGINALLY APPROVED BY DEVELOPMENT PERMITS 2000155, 2005105, 2006131, 2008033, 2013006, PL-2015-0444, PL-2017-0697, and PL-2018-546.)

THIS NINTH AMENDMENT IS APPROVED BY DEVELOPMENT PERMIT PL-2024-0117 ON _____.



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

DTJ DESIGN, Inc.
3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533

www.dtjdesign.com

PEAK 7 & 8
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

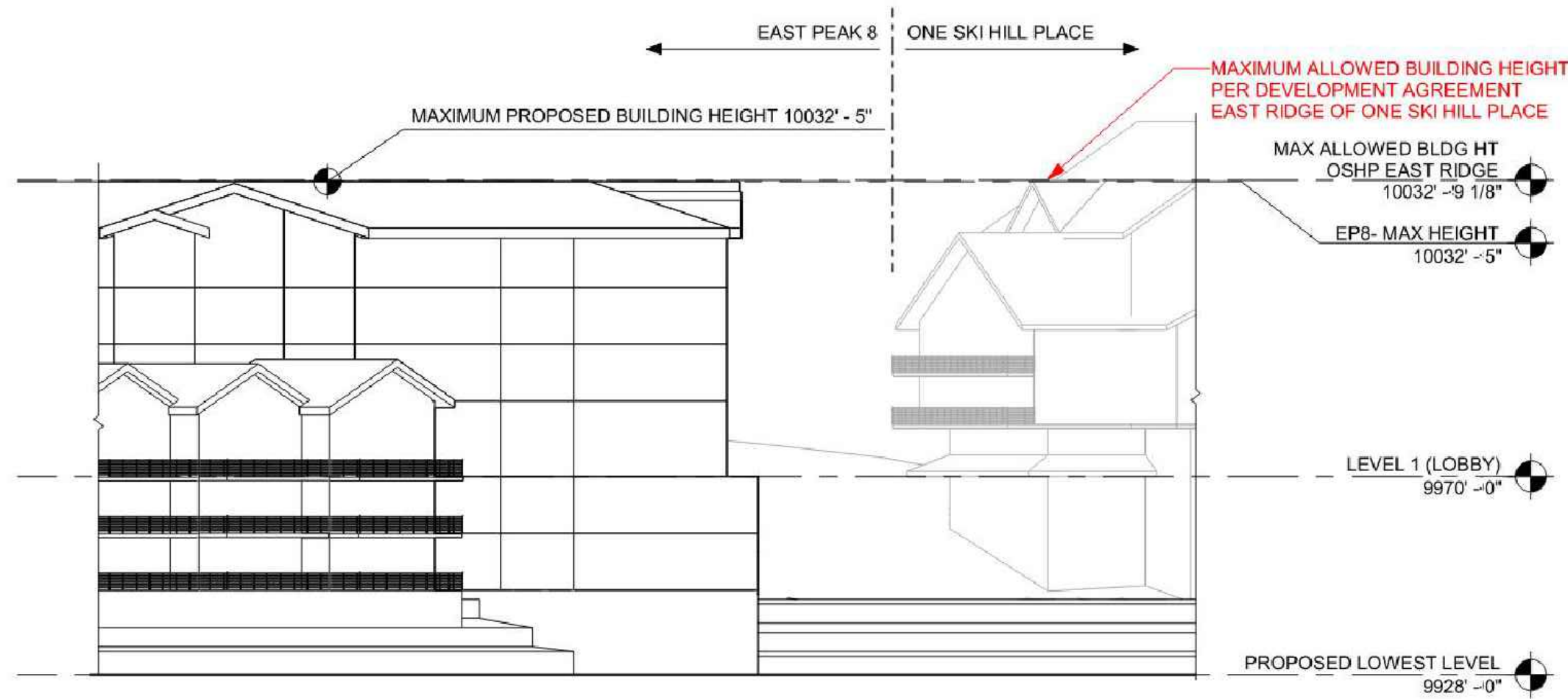
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CHECKED BY:	BC
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ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	05/28/2024
Planning & Zoning Review	06/13/2024
Planning & Zoning Review	07/19/2024
SHEET TITLE:	

AMENDMENT
NOTES

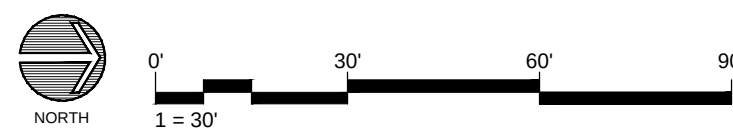
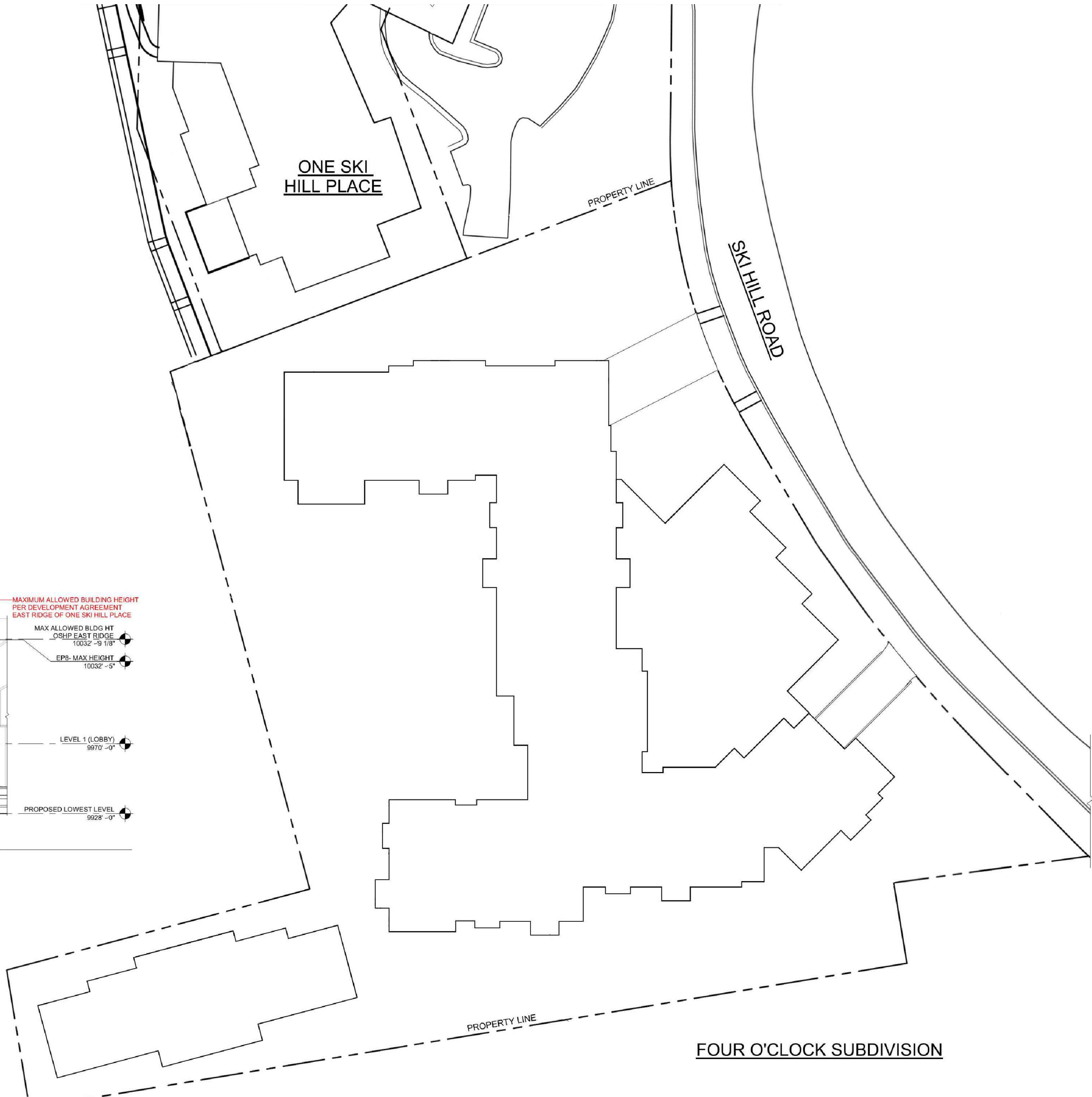
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SHEET 06

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Last Plotted: 5/28/2024 10:12:40 AM
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2 HEIGHT STUDY ELEVATION
A010 SCALE: 1" = 30'-0"



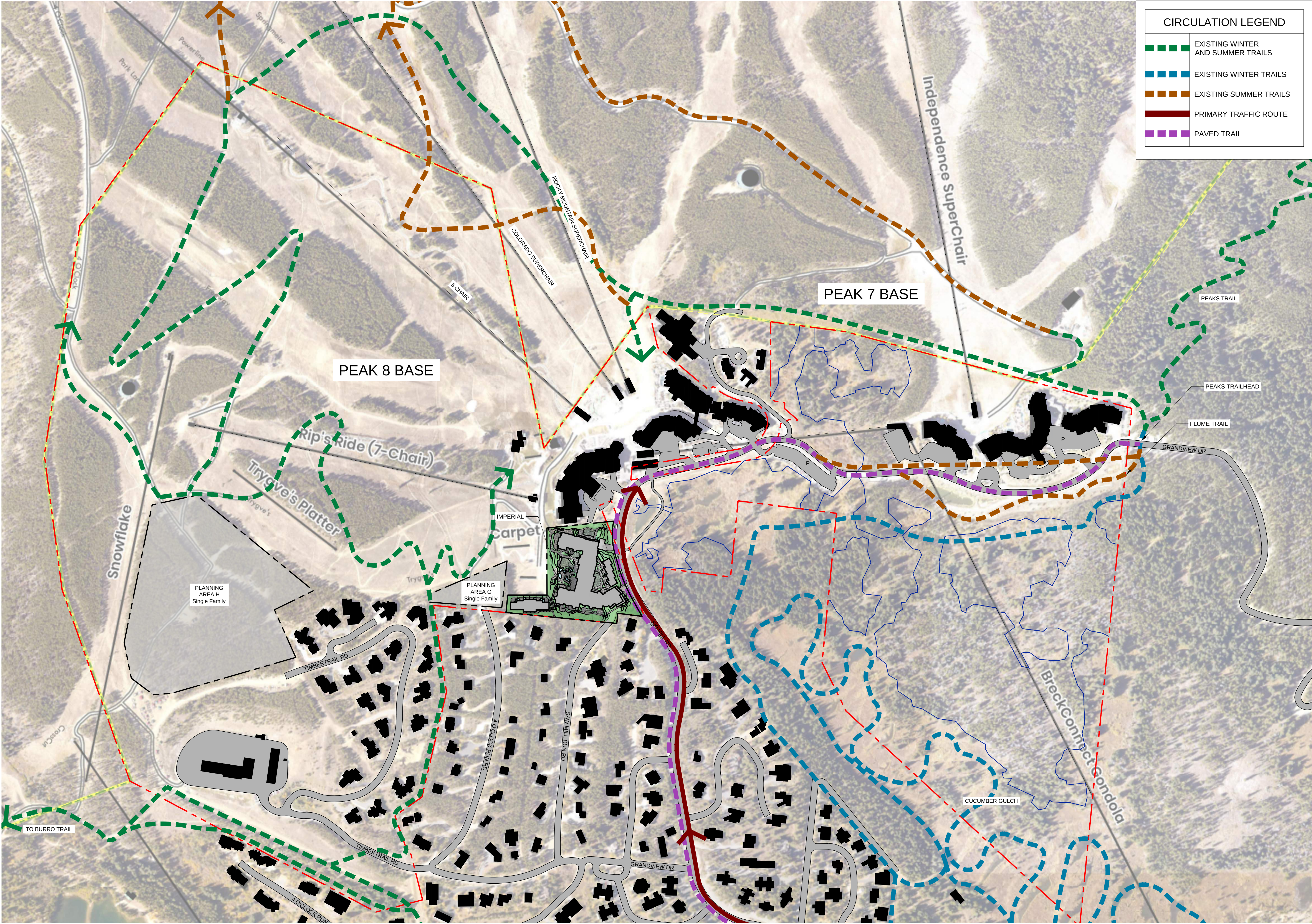
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ISSUE DATE:	04/26/2024
REVISIONS:	

Planning & Zoning Review 05/28/2024

SHEET TITLE:

BUILDING
ELEVATIONS
EXHIBIT A

SHEET NUMBER:



CIRCULATION LEGEND

EXISTING WINTER AND SUMMER TRAILS

EXISTING WINTER TRAILS

EXISTING SUMMER TRAILS

PRIMARY TRAFFIC ROUTE

PAVED TRAIL

dtj
DESIGN

ARCHITECTURE
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PEAK 7 & 8
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

DRAWN BY: DTJ

CHECKED BY: BC

PROJECT NO.: 20203024.40

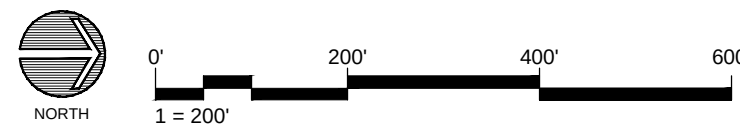
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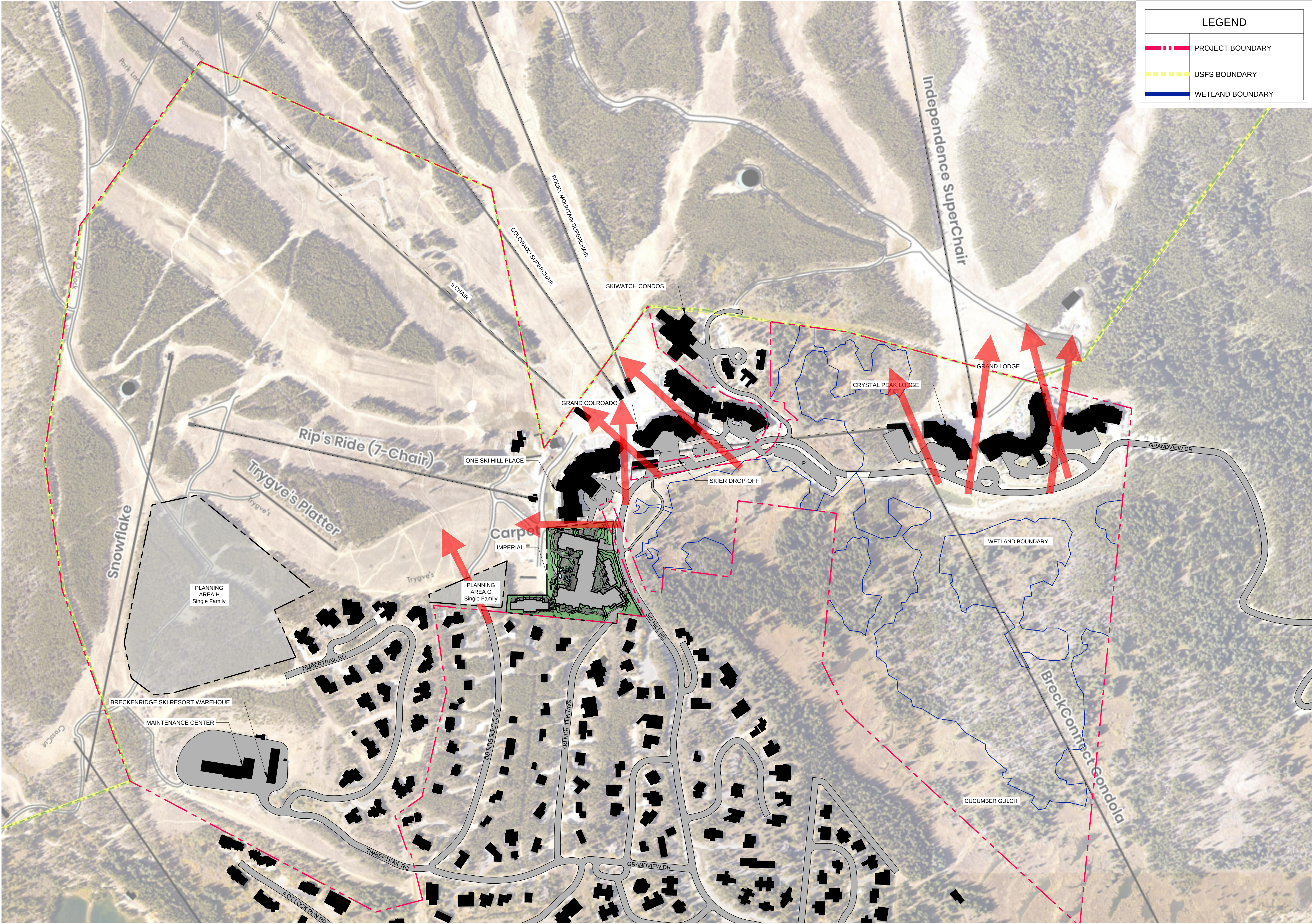
REVISIONS:
Planning & Zoning Review 05/28/2024

SHEET TITLE:
CIRCULATION AND TRAILS

SHEET NUMBER:
SHEET 08

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Last Plotted: 5/28/2024 10:12:56 AM
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LEGEND

PROJECT BOUNDARY

USFS BOUNDARY

WETLAND BOUNDARY

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PEAK 7 & 8
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

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CHECKED BY: BC

PROJECT NO.: 20203024.40

ISSUE DATE: 04/26/2024

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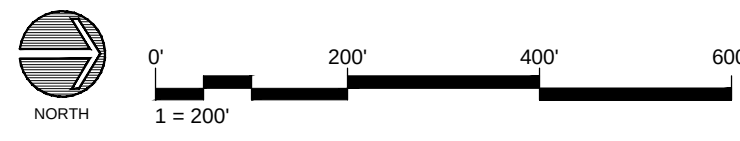
Planning & Zoning Review 05/28/2024

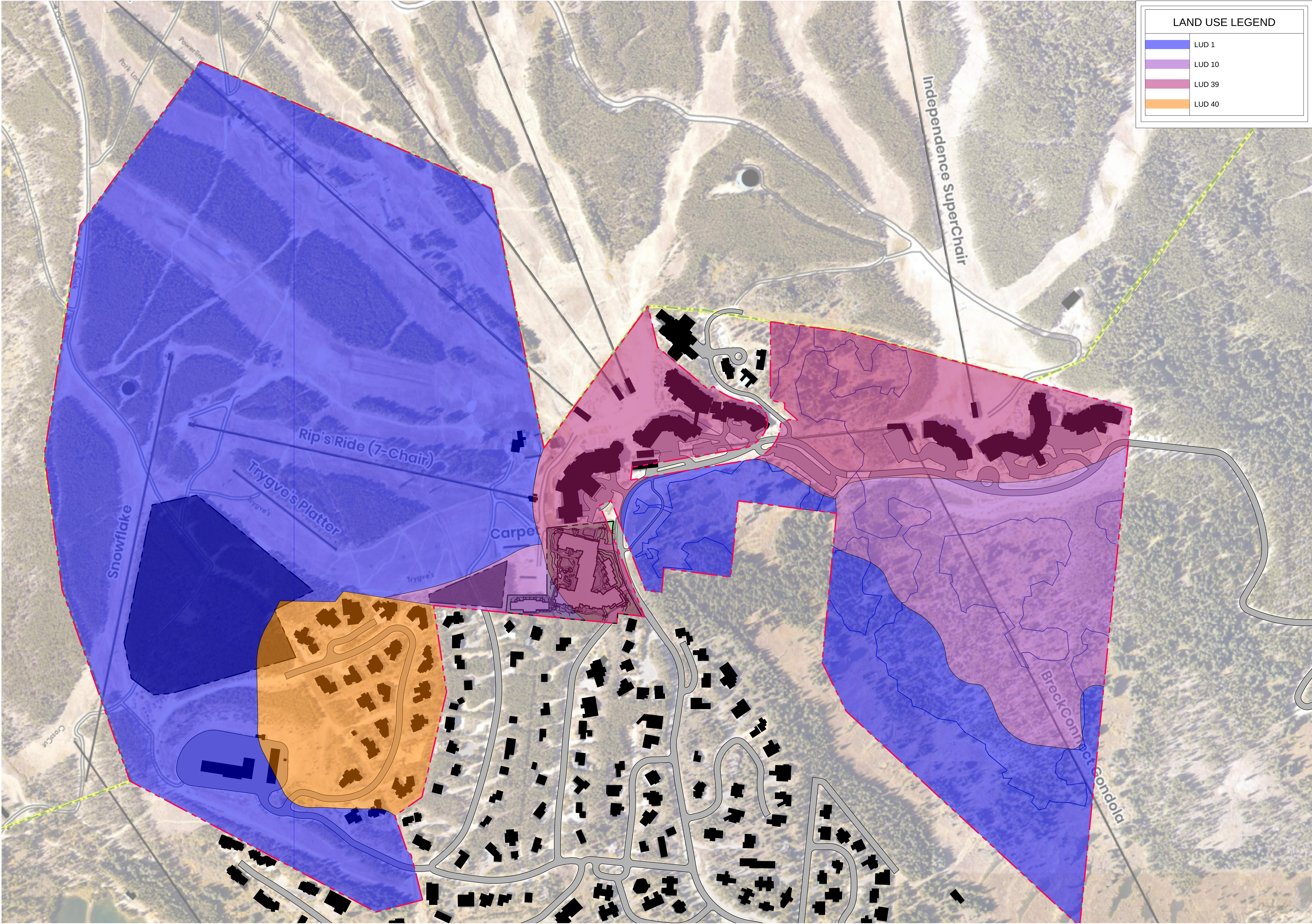
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VIEW CORRIDORS

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LAND USE LEGEND	
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	LUD 10
	LUD 39
	LUD 40

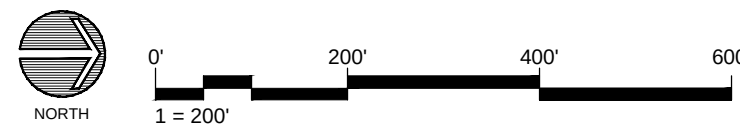
PEAK 7 & 8

MASTER PLAN AMENDMENT

BRECKENRIDGE, CO 80424

PEAK 8 PROPERTIES

DRAWN BY:	DTJ
CHECKED BY:	BC
PROJECT NO.:	20203024.40
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	05/28/2024





1331127

Taryn Power - Summit County Recorder

93 Pages

05/24/2024 10:45 AM

DF: \$0.00

"Attachment A":

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made as of this 23 day of May, 2024, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the "**Town**"), GONDOLA PROPERTIES, LLC, a Colorado limited liability company ("**Gondola Properties**"), BGV PARTNERS ENTRADA LLC, a Colorado limited liability company ("**BGV Entrada**"); Vail Summit Resorts, Inc., a Colorado corporation ("**VSRI**"); and LC Breckenridge Holdco, LLC, a Delaware limited liability company ("**LC Breckenridge**"). The Town, Gondola Properties, BGV Entrada, VSRI, and LC Breckenridge may collectively be referred to herein as the "**Parties**" and each individually as a "**Party**".

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE 1 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

1.5 Landowner Cooperation and Consent.

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

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

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

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

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

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

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

ARTICLE 2 COMMITMENTS (PUBLIC BENEFITS)

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

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

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

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

2.4 Employee Housing. The Town acknowledges and agrees that the Agreement:

(a) Provides for, on private property, critically needed employee housing for the community beyond the employee housing that would be required by the Town Code;

(b) Does not require any construction costs to be incurred by the Town for any of the employee housing contemplated in this Agreement;

(c) Obligates Applicant to provide up to 7.8 SFEs of market-rate Density on Parcel 2, which reduces the need for Town-transferred Density for employee housing on that parcel; and.

(d) For Parcel 4, requires Applicant to provide employee housing in compliance with the Town Code on Parcel 7, if the Annexation is successful, or elsewhere if it is not. Additionally, if the Annexation is successful and Applicant constructs employee housing on Parcel 7, any housing constructed beyond that required to satisfy the employee housing

requirements for the development of Parcel 4 shall not be “banked” or “reserved” to satisfy the employee housing obligations of future developments and shall instead represent a public benefit.

2.5 Infrastructure Contribution. Subject to CDOT review and approval and provided circumstances beyond Applicant’s control do not prevent Applicant from complying with the timing set forth herein, prior to issuance of any certificate of occupancy for Parcel 3, Applicant shall design and construct Park Avenue and Ski Hill Road intersection improvements, which shall be limited to signage, ADA compliant pedestrian facilities (e.g., ramps and push buttons), and turn-lane restriping for eastbound and westbound movements as described in the East Peak 8 Traffic Impact Study Update (July 2023).

2.6 Sol Center Contribution. Applicant shall, within a reasonable time following the Family & Intercultural Resource Center’s (“**FIRC**”) written request, contribute \$2.0 million toward the FIRC/Building Hope capital fundraising campaign for use toward the Sol Center.

2.7 Cucumber Gulch Improvements.

(a) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant will establish with the Town an environmental improvement fund dedicated to ecosystem and habitat improvements to protect Cucumber Gulch funded by a fee of \$2/rental room per night in perpetuity.

(b) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant shall make a one-time \$125,000 contribution to the Town for constructed improvements or other management or conservation expenses in Cucumber Gulch.

2.8 Vehicle Trips. As set forth more particularly in ARTICLE 8, vehicle trips on Ski Hill Road will be reduced through the construction of the required employee housing for Parcel 4 on Parcel 7 or otherwise off-site as allowed by Absolute Policy 24/Social Community subsection F.1.a.(iv).

ARTICLE 3 GONDOLA LOT MASTER PLAN AMENDMENT

Upon and from Applicant’s submission of a complete Development Application for the Gondola Lot Amendment, the Town covenants and agrees that the Town shall:

3.1 Recognize that 143 SFEs of Density exist under the Gondola Lot Master Plan. The 143 SFEs do not include the fifty-eight (58) SFEs of Density to be transferred by VSRI, including up to two (2) SFEs to be used as commercial SFEs, that were intended to be transferred to Parcel 4 but for which no Density Transfer Covenant was ever entered into or recorded.

3.2 Specify total proposed Density and allocate Density to the Properties as follows:

(a) Parcel 1: 0.0 SFEs

(b) Parcel 2: Up to 21.7 SFEs (provided that the Town transfers 13.9 SFEs of Town Density as more fully set forth in Section 6.1(a)); and

(c) Parcel 3: Up to 30.0 SFEs.

3.3 Authorize the transfer of Density from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan, allow any new Density transfer into the Gondola Lot Master Plan for the construction of employee housing on Parcel 2, and specify total overall Density for the Gondola Lot Master Plan without the assignment of negative points under any “**Relative Policy**” or the failure of an “**Absolute Policy**” as those terms are defined in Section 9-1-5 of the Town Code. This includes, but is not limited to, a waiver from Absolute Policy 39/Master Plans 9-1-19-39A subsection I regarding Density and acknowledgment that no modification to any of the underlying Guidelines is necessary.

3.4 Require separate Density Transfer Covenant(s) for the transferred Density.

3.5 Grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A. subsection L.3 that requires a master plan to be brought into compliance with the current development policies of the Town when amended to the extent necessary to accommodate the more particular provisions set forth in this Agreement.

3.6 Recognize and carry forward the existing applicable Gondola Lot Master Plan Point Analysis, as reflected in PL-2021-0052, as allowed by Development Code Section 9-1-17-3.5 Duration of Point Assignments.

3.7 As authorized by Section 9-1-17-11K of the Town Code, establish a vesting period of five years for the Gondola Lot Master Plan, beginning from the date the Gondola Lot Amendment becomes effective.

ARTICLE 4 PEAK 7 & 8 MASTER PLAN AMENDMENT

Upon and from Applicant’s submission of a complete Development Application for the Peak 7 & 8 Amendment, the Town covenants and agrees that the Town shall:

4.1 Acknowledge that a total of 145.8 SFEs exist in the Peak 7 & 8 Master Plan. This includes the total remaining entitled Density for the Peak 8 Base Area of the Peak 7 & 8 Master Plan of 71.6 Residential SFEs, 9.0 Commercial SFEs, and 7.2 Guest Service Facilities SFEs and the fifty-eight (58) SFEs, including up to two (2) SFEs to be used as commercial SFEs, to be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan as currently reflected in those master plans, and as reflected in Staff Reports PL-2018-0576 and PL-2018-0546.

4.2 Authorize a Density transfer into the Peak 7 & 8 Master Plan area, from the Gondola Lot Master Plan, in excess of the existing Peak 7 & 8 Master Plan allowance and

underlying Guidelines without the assignment of negative points under any Relative Policy, the failure of an Absolute Policy, or need to modify the underlying Guidelines. This also includes a waiver from Absolute Policy 39/Master Plan, 9-1-19-39A subsection I regarding Density.

4.3 Concurrently process a Development Application or Applications for the subdivision of Parcels 5 and 6 to create individual residential lots, provided that the application(s) are complete and comply with the provisions of Chapter 2 of Title 9 of the Town Code (“**Subdivision Standards**”) and on the condition that a restrictive covenant (the “**Restrictive Covenant and Deed Restriction**”) will be recorded in title to the further subdivided lots so established on Parcels 5 and 6 (each, a “**Lot**”, and collectively, the “**Lots**”) providing as follows:

(a) Applicant shall designate a minimum of eight (8) of the Lots as restricted lots (each, a “**Restricted Lot**” and collectively, the “**Restricted Lots**”) that cannot be sold or conveyed to a third party until (i) the Town issues a temporary or final certificate of occupancy for the employee housing contemplated on Parcel 2; and (ii) CDOT accepts the roundabout improvements or Applicant posts the security contemplated in Section 6.1(d) (the “**Restricted Lot Release Conditions**”).

(b) Applicant shall have the right, from time to time in its sole discretion, and with written notice to the Town but without the requirement of further consent or action by the Town, to designate or redesignate any of the Lots a Restricted Lot, so long as a minimum of eight (8) of the Lots remain Restricted Lots until the Restricted Lot Release Conditions are satisfied.

(c) Upon satisfaction of the Restricted Lot Release Conditions, the Town shall promptly terminate the Restrictive Covenant and Deed Restriction by recording an instrument evidencing such termination. The Town’s Community Development Director is authorized to execute and record such termination upon confirmation that the Restricted Lot Release Conditions have been satisfied.

4.4 Specify total proposed Density, including the previous fifty-eight (58) SFEs of Density with up to two (2) SFEs to be used as commercial SFEs, and allocate Density to the Peak 7 & 8 Master Plan’s planning areas and/or specific sites in the Peak 7 & 8 Master Plan as follows:

- (a) Parcel 4: Up to 220 SFEs
- (b) Parcel 5: Up to two (2) SFEs; and
- (c) Parcel 6: Up to fourteen (14) SFEs.

4.5 Require separate Density Transfer Covenant(s) for the transferred Density.

4.6 Provided the Peak 7 & 8 Amendment includes a sufficiently specific request for the following, create new development locations in the Peak 7 & 8 Master Plan’s Planning Areas with Density and use assignments, without the assignment of any negative points, failure of an Absolute Policy, or the need to modify the underlying Guidelines, for the following:

- (a) Parcel 5; and

(b) Parcel 6.

4.7 Recognize and find that (a) the Peak 7 & 8 Master Plan was first adopted prior to October 17, 1994; (b) the Peak 7 & 8 Master Plan contains provisions which are materially inconsistent with the current Guidelines; (c) a legal and factual basis exists for the assertion the Landowners of Parcels 4, 5, and 6 have vested property rights under the existing master plan; and (d) there are significant public benefits which will result from the approval of the amendment to the master plan without requiring compliance with the current Guidelines, and that therefore, pursuant to Absolute Policy 39/Master Plans 9-1-19-39A subsection L.5, the Peak 7 & 8 Master Plan may be amended without requiring compliance with the then current Guidelines.

4.8 Grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A subsection L.3, which requires master plans to brought into compliance with the Town's then current development policies and master plan, to allow existing provisions of the Peak 7 & 8 Master Plan to be carried forward.

4.9 Recognize and find that the Peak 7 & 8 Master Plan is located in two (2) or more land use districts and that Absolute Policy 39/Master Plans 9-1-19-39A subsection I.2 therefore allows density to be reallocated notwithstanding Section 9-1-17-12's density transfer requirements, and acknowledge that no modification to the underlying Guidelines is necessary.

4.10 Per 9-1-17-3.5, Duration of Point Assignments, recognize and continue to apply the Amended Peak 7 & 8 Master Plan Point Analyses from the original Permit #2000155. By way of example but not limitation, the Town shall use the point analysis from the Seventh Amendment to the Peak 7 & 8 Master Plan (PL-2017-0697, Class A, Combined Hearing - A Modification to PERMIT #2000155) and the point assignments set forth therein.

4.11 Extend vesting of the Peak 7 & 8 Master Plan from November 8, 2025, to November 8, 2032 as allowed by 9-1-17-11K of the Town Code.

ARTICLE 5 PARCEL 1

5.1 With respect to Parcel 1, any Development Application shall comply with the following terms:

(a) The configuration of the proposed use and improvements shall be similar to the DTJ Design conceptual plan reviewed and endorsed by the Town Council on November 28, 2023, updated on March 12, 2024, and attached hereto as Exhibit 9 (the "**Parcel 1 Concept Plan**").

(b) Stormwater facilities and practices will be designed, constructed, and/or implemented pursuant to the standards set forth in Chapter 6 of the Town's Engineering Design and Construction Specifications.

(c) A limited amount of landscaping will be provided to the extent compatible with snow storage locations and stormwater and/or water quality improvements. Subject

to staff design suggestions, additional landscaping will be installed on the northern and eastern portion of Parcel 1 as requested by the Town Council.

(d) A limited amount of Dark-Sky lighting will be provided to the extent required for pedestrian safety. Over-lighting the site is discouraged, and lighting shall be kept to a minimum that still allows for pedestrian safety.

(e) A parking attendant shall be provided on-site while Breckenridge Ski Resort is open to the public for lift-accessed skiing to facilitate vehicle parking on the lot from opening to 3:00 p.m., or until the lot is filled, whichever is first to occur.

5.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 5.1, the Town covenants and agrees that the Town shall:

(a) Consistent with definition of "Development" and Town Council's discretion under Section 9-1-5C of the Town Code, and in recognition that no Density will be required, refrain from considering improvements depicted on the Parcel 1 Concept Plan and/or described in Section 5.1(a)-(d) (collectively, the "**Parcel 1 Improvements**") as, "Development"; refrain from assigning any negative points under a Relative Policy or the failure of an Absolute Policy; and not apply the Town's Off-Street Parking Regulations.

(b) Acknowledge that no modification to the underlying Guidelines is required.

(c) Acknowledge and agree that Parcel 1 has historically provided, and following the construction of the Parcel 1 Improvements, will, with the support of the required attendant, continue to provide 610 vehicle parking spaces toward the 1,560 parking spaces required under Section 1.G of the Parking Agreement. None of the Parcel 1 Improvements shall be construed as diminishing this acknowledged and agreed 610-space capacity.

(d) Include all terms concerning the contemplated Parcel 1 Improvements, as set forth in the above Section 5.1 in the amended Gondola Lot Master Plan, including without limitation recognition of the 610 qualifying spaces.

5.3 Following Final, Non-Appealable Approval of the Gondola Lot Amendment upon the terms set forth in Section 5.2, Applicant shall submit to the Town a site plan application for approval of the Parcel 1 Improvements, in substantially the form depicted on the Parcel 1 Concept Plan, with the addition of the Town Council-requested improvements. This site plan application shall be independent of any other site plan application(s) in the Gondola Lot Master Plan boundaries and the Town's conditional obligations set forth in Section 5.2 shall continue to apply in connection with its consideration of such site plan application. The Parcel 1 Improvements will be implemented by Applicant in stages and shall be substantially completed within one year following the issuance of a final certificate of occupancy for all improvements on Parcel 2 or within six (6) years from the Effective Date, whichever is earlier.

ARTICLE 6 PARCEL 2

6.1 With respect to Parcel 2, any Development Application shall comply with the following terms:

(a) Applicant and the Town will make available to Parcel 2 Density sufficient to construct employee housing beyond that required by the Town Code as follows:

(i) Applicant will provide up to 7.8 SFEs of Density; and

(ii) The Town will provide up to 13.9 SFEs of Density upon or before issuance of a building permit for the employee housing contemplated for Parcel 2.

(iii) A separate Density Transfer Covenant shall be required to transfer the Town-supplied Density.

(b) Applicant shall cause to be constructed forty-eight (48) bedrooms of employee housing in eight (8), six-plex dorm-style units with each bedroom to include its own bathroom, or in such other format as Applicant and the Town may in writing agree upon, per Absolute Policy 24/Social Community, and shall provide an executed covenant consistent with Policy 24 and the Town's Administrative Housing Rules and Regulations as follows:

(i) Minimum Lease Term: When rental of an employee housing unit is authorized, the owner/master lessor ("**Lessor**") shall be authorized to set the length of the lease, provided that no unit shall be used as an Accommodation Unit, as that term is defined under the Town Code. Any such tenancy approved by the Town shall be to a person meeting the definition of a Qualified Occupant under the Town Code. Unrelated roommates must all be Qualified Occupants;

(ii) Short-Term Rentals Prohibited: Rental units shall not be used for or be eligible for Short-Term Rental as defined in Title 4 of the Town Code;

(iii) Rent: Rent shall include electric, gas, water, sewer, trash, snow removal costs, and property insurance (collectively, "**Rent**"). Subject to Section 6.1(b)(v), Rent for all Town and Applicant provided Density will be limited to approximately 85% of a 60% Area Median Income ("**AMI**") studio unit rental rates per bedroom for dormitory style units as specified in the Summit County Housing Authority 2023 Summit County Area Median Income (AMI) Table. The Parties acknowledge and agree that this equates to a Rent of \$989.40 per bedroom per month as of the Effective Date;

(iv) Annual Rent Increase: Beginning from the Effective Date, Rent will escalate at 2.0% annually until construction is completed and the improvements on Parcel 2 receive a final certificate of occupancy, at which point Rent will escalate at a maximum of 3.0% annually for the next three (3) years;

(v) Baseline Rent Resets: Beginning three (3) years from the issuance of a final certificate of occupancy for the improvements on Parcel 2, and every three (3) years thereafter, baseline Rent will reset using the average of the prior three (3) years' AMI. Following establishment of the new baseline Rent, Rent shall continue to increase at a maximum of 3.0% annually over the next three (3) year-period until a new baseline Rent is established at the conclusion of such three (3)-year period as required under this Section 6.1(b)(v); and

(vi) Seasonal Vacancy: Lessor will offer any seasonal vacancy to local community non-profit organizations for use pending availability and subject to Lessor's reasonable discretion.

(c) To facilitate a safe Park Avenue crossing for winter recreational parking lot users, upon the issuance of a final certificate of occupancy for the improvements contemplated on Parcel 2, Applicant shall provide an electric shuttle connection from the contemplated Parcel 2 parking area to the BreckConnect Gondola and/or Breckenridge Station transit center on Watson Avenue when the parking lot is open to winter recreational visitors. Subject to CDOT review and approval, no later than two years after the Town's and CDOT's approval of the same, Applicant shall install Park Avenue/French Street pedestrian improvements, such as at-grade crosswalk striping, push buttons, signage, pedestrian refuge islands, or barriers in Park Avenue to the extent permitted by the Town, CDOT, and any other applicable regulatory entity.

(d) Subject to CDOT approval, Applicant will complete a roundabout at the intersection of North French Street and Park Avenue and prior to the issuance of a final certificate of occupancy for the employee housing contemplated in Section 6.1(b), or, if, for reasons beyond Applicant's control, Applicant is unable to complete the roundabout prior to the issuance of such certificate of occupancy, Applicant shall post a completion bond in an amount sufficient to guarantee the roundabout's completion. Notwithstanding any provision to the contrary in this Agreement, the Parties acknowledge and agree that Applicant's obligation to complete the roundabout contemplated in this Section shall not be considered a public benefit and shall be eligible for an award of positive points.

(e) Stormwater facilities and practices will be designed, constructed, and/or implemented pursuant to the standards set forth in Chapter 6 of the Town's Engineering Design and Construction Specifications.

6.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 6.1, the Town covenants and agrees that the Town shall:

(a) Permit the Density transfers contemplated in Section 6.1(a) in excess of the existing Gondola Lot Master Plan Density and underlying Guidelines without the assignment of negative points under any Relative Policy or the failure of any Absolute Policy arising from such transfers at the time of master plan amendment and/or site plan review, or the need to amend the underlying Guidelines to accomplish such transfers.

(b) Acknowledge and agree that the 400 winter recreational parking spaces on Parcel 2 (or other proposed and approved amount) will count towards the overall 1,560 total parking space requirement of Section 1.G of the Parking Agreement.

(c) In recognition of the historical and proposed vehicle parking, consistent with the Parking Agreement, grant waivers from Absolute Policy 2/Land Use District Guidelines and Relative Policy 2/Land Use District Guidelines for the parking lot use.

(d) Not award negative points under Relative Policy 5/ Architectural Compatibility (Town Code Sections 9-1-19-5R.A and 9-1-19-5R.B) for use of modular construction of the building(s) and the use of non-natural materials to reduce maintenance and increase longevity of the building(s), provided that fiber cement siding is used on building elevations and windows are trimmed in natural wood as allowed by Relative Policy 5.

(e) Grant a waiver from Relative Policy 7/Site and Environmental Design and its multiple subsections, including, but not limited to: Site Design and Grading for site disturbance associated with constructing a parking lot and employee housing building(s) into the hillside; under Retaining Walls for the use of retaining walls and for walls that exceed four (4) feet in height; and Site Buffering, and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent with the conceptual plan prepared by DTJ Design, reviewed by the Town Council on December 12, 2023, and updated on March 12, 2024 (the “**Parcel 2 Concept Plan**” attached hereto as Exhibit 10). The Parcel 2 Concept Plan, or a plan substantially similar thereto, shall be incorporated into the design of Parcel 2 in order for these waivers to become effective.

(f) Grant waivers from Absolute Policy 22/Landscaping subsection B.8 requiring six (6) percent of the interior area of a parking lot to be landscaped and Section 9-3-9J. of the Off-Street Parking Standards requiring landscaping equal to twenty-five (25) feet per parking stall based on the nature of the recreation skier parking lot use and needed snowplowing operations.

(g) Grant a waiver from Relative Policy 13/Snow Storage, provided that Applicant accommodates snow storage at a minimum ten (10) percent of the plowable area.

(h) With considerations for public safety, grant waivers for up to two private accesses on Woods Drive, private accesses radius and geometry, private accesses spacing, road slope connections for private accesses, private accesses cross-slopes, and design to accommodate a 30' bus shuttle service to serve the winter recreational visitor parking spaces on the site. These waivers are from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Sections 5.10.2.1 and 5.10.2.2 for up to two accesses; 5.10.7.2 and Table 5.11 for the driveway/private access radius; 5.10.8.2 for the access geometry; 5.10.8.1 for the cross-slopes; and 5.10.5 and Table 5.10 for spacing); Off-Street Parking Regulations

(Section 9-3-9.A compliance with codes); and associated Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure of the Town Code.

(i) Permit a limited amount of Dark Sky compliant lighting to be provided on-site for pedestrian safety and waivers from Absolute Policy 46/Exterior Lighting, Title 9, Chapter 12 Exterior Lighting Regulations, and Title 9, Chapter 3 of the Town Code as over-lighting the site is discouraged. Timers, motion sensors, or other devices are encouraged to keep the lighting at a minimum for safety.

(j) Acknowledge that the construction and maintenance of an overpass or underpass traversing Park Avenue is unnecessary based upon the proposed residential uses and limited use of the winter recreational parking lot, and provision of shuttle service and other improvements as set forth in Section 6.1(c).

(k) To the extent Applicant is required to install barriers in or adjacent to Park Avenue as contemplated in Section 6.1(c), grant a waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments.

ARTICLE 7

PARCEL 3

7.1 With respect to Parcel 3, any Development Application shall comply with the following terms:

(a) If the Town identifies any wetland impacts beyond those identified in that certain The Gold Rush Lots Wetland Technical Report prepared by Alpine Ecological Resources dated October 26, 2023 (attached hereto as Exhibit 11, the “**Wetlands Report**”), the impacted wetland area shall be replaced at a rate of 2:1 through an in-lieu fee program assumed by Applicant substantially similar to the Colorado Western Slope In-Lieu Fee Program identified in the Wetlands Report.

(b) No certificate of occupancy for any improvements on Parcel 3 shall be issued until a certificate of occupancy is issued for the employee housing contemplated on Parcel 2, as more particularly set forth in ARTICLE 6.

7.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 7.1, the Town covenants and agrees that the Town shall:

(a) Acknowledge that the impact to the wetlands on Parcel 3 is as reflected in the Wetlands Report and the mitigation proposed therein is sufficient to grant the waivers set forth in this Section 7.2.

(b) Grant waivers from Town Code Section 10-2-4-3 Setbacks of the Engineering Process and Regulations, Section 7.6.1 Setbacks of the Engineering Design Standards and Construction Specifications, and Title 10 of the Engineering Process and Regulations regarding mitigation for the limited purposed of site grading, drainage and water quality improvements.

(c) Grant waivers from Policy 7/R Site and Environmental Design and all its subsections, and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent with conceptual plan prepared by DTJ Design and reviewed and approved by the Town Council on November 14, 2023 (the “**Parcel 3 Concept Plan**”), or a plan substantially similar thereto.

(d) If the Town identifies any wetland impacts beyond those identified in the Report and Applicant mitigates the newly identified impacts consistent with Section 7.1(a), the Town shall grant any needed waivers from any Engineering Process and Regulations and Engineering Design Standards and Construction Specifications, and the Town Code policies related to such impacts and replacement, including but not limited to Absolute Policy 31/Water Quality.

(e) With considerations for public safety, grant waivers for multiple private accesses on Woods Drive, private accesses spacing, road slope connections for private accesses, and private accesses cross-slopes. These waivers are from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Sections 5.10.2.1 and 5.10.2.2 for the multiple accesses; 5.10.5 and Table 5.10 for spacing; and 5.10.8.1 for the cross-slopes); Off-Street Parking Regulations (Section 9-3-9.A compliance with codes and 9-3-9.F for grades); and the corresponding Absolute Town Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure.

(f) Grant a waiver from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.1), Off-Street Parking Regulations (Section 9-3-9.A), and the corresponding Absolute Development Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure, allowing more than four units to be served by a private access, provided that Applicant shall construct and maintain any such access in perpetuity.

(g) To the extent Applicant is required to install barriers in or adjacent to Park Avenue as contemplated in Section 6.1(c), grant a waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments.

(h) Provide for the Parcel 3’s subdivision into duplex lots or footprint lots in accordance with the Town’s Subdivision Standards.

ARTICLE 8

PARCEL 4

8.1 With respect to Parcel 4, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to transfer Density into the master plan and assign additional Density to Parcel 4, in excess of the Density currently allowed by the master plan and underlying Guidelines, without the assignment of negative points under any Relative Policy or failure of any Absolute Policy, or the need to modify

the underlying Guidelines, as follows: up to 74.2 SFES shall be transferred to the Peak 7 & 8 Master Plan from the Gondola Lot Master Plan for Parcel 4 and fifty-eight (58) SFES, including up to two (2) SFES to be used as commercial SFES, will be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan. The Town acknowledges and agrees that such fifty-eight (58) SFE transfer is reflected in the now-existing versions of the Gondola Lot Master Plan and the Peak 7 & 8 Master Plan, but no Density Transfer Covenant was ever entered into or recorded.

(b) Prior to the issuance of a final certificate of occupancy for the primary building on Parcel 4, Applicant shall make an approximately 1,500 square-foot space, as well as an ADA-compliant route, with elevator access, from an indoor garage parking area to the Peak 8 Base snow surface, available to the BOEC. Notwithstanding any provision to the contrary in this Agreement, the Parties acknowledge and agree that Applicant's obligation to make space available to the BOEC as contemplated in this Section shall not be considered a public benefit and shall be eligible for an award of positive points.

(c) In addition to the parking spaces required to be provided by the Peak 7 & 8 Master Plan at the time of site plan review, Applicant shall provide, and reserve in perpetuity, up to thirty-five (35) parking spaces for VSRI on-site employees and six (6) oversized/ADA indoor garage parking stalls for use by the BOEC. The VSRI parking spaces may not be used by the general public or for any other use but for parking for on-site VSRI employees and the BOEC parking spaces may not be used by the general public or for any other use other than parking for BOEC activities. The provisions of this Section 8.1(b) shall be included in the Peak 7 & 8 Master Plan.

(d) Building Height

(i) The maximum height of any building proposed for Parcel 4 shall not exceed the elevation of the existing east cross gable of One Ski Hill Place, as specified in the Peak 7 & 8 Master Plan and its attachments. This maximum height will serve as an "Absolute" policy under the Town Code.

(ii) Relative Policy 6 "Building Height" shall apply to the Town's review of a site plan application. Pursuant to the Peak 7 & 8 Master Plan, for the purpose for assessing or awarding points under Relative Policy 6 the heights of the buildings to be constructed on Parcel 4 shall be evaluated against the height requirements of the Town Code and the recommended heights for Land Use District 39 as they were in effect on February 26, 2013.

(iii) Pursuant to the Peak 7 & 8 Master Plan, the height of buildings at the Peak 8 base area only (including Parcel 4) are to be measured "to the proposed finished grade elevation at the exterior wall below," and not to natural grade, which generally does not exist in the area, provided that such proposed finished grades shall not include artificial appearing berming or fill. Artificial appearing berming or fill is characterized by excessive rise and steep grades in the vicinity of building foundations. (Emphasis added.) The height of the building on Parcel 4 shall be established in accordance with the Town Code and Land Use District 39 of the

Guidelines, in effect on the Effective Date, provided, however, that the Town and Applicant shall establish a method for determining the finished grades above which heights shall be measured in order to account for the lack of natural grades and the anticipated filling of the lowered and generally flat grades currently existing at the Peak 8 base area.

(e) Employee housing will be provided subject to the following terms:

(i) Applicant shall comply with Absolute Policy 24/Employee Housing and will relinquish any rights to provide such housing in connection with the development of Parcel 4 upon any different terms that may have been identified in any earlier agreement or approval.

(ii) If Parcel 7 has been annexed into the Town, Applicant shall cause all required employee housing to be provided on Parcel 7 prior to the issuance of a certificate of occupancy for Parcel 4, unless it is not feasible to construct all required units on Parcel 7, in which case Applicant shall provide the balance of any required units through any alternative means permitted under the Town Code. If Parcel 7 has not been annexed into the Town, Applicant's obligation to provide employee housing under the Town Code shall remain unchanged, and it shall be Applicant's responsibility to provide the required employee housing through any alternative means permitted under the Town Code. Such housing shall be located in the Upper Blue Basin, as that term is used in Section 9-1-19-24A.E.2 of the Town Code, and in close proximity to transit. In no event shall Applicant provide employee housing required for Parcel 4 through conversion of housing units in Breckenridge Terrace.

(f) Upon issuance of the final certificate of occupancy for all buildings on Parcel 4 Applicant shall deliver to the Town documentation sufficient to demonstrate that any right of access to Parcel 4 via Saw Mill Run Road has been abandoned.

8.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 8.1, the Town covenants and agrees that the Town shall:

(a) Grant a waiver from Absolute and Relative Policy 3/Density for the underground parking area square footage.

(b) Permit amendment of the Peak 7 & 8 Master Plan that reflects that maximizing the buffer distance to Parcel 4's eastern property line is more important than designing any building to step down to the east, provided that the eastern edge of a building's footprint may not be located any further to the east than that shown on the DTJ Design plans reviewed and approved by the Town Council during the November 14, 2023 work session (the "**Parcel 4 Concept Plan**").

(c) Not assign negative points under Relative Policy 7/Site and Environmental Design – Retaining Walls, in recognition that the site has been previously disturbed and that retaining walls will be used in an effort to retain slopes as called for by Policy 7.

(d) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Sections 5.10.2.1 and 5.10.2.2), Off-Street Parking Regulations (Section 9-3-9A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, 26/Infrastructure for two (2) accesses onto Parcel 4 – for deliveries/loading and for public/guests, and for loading area backout movements onto Ski Hill Road.

(e) Acknowledge and agree that constructing the required employee housing on Parcel 7 or otherwise off-site will reduce vehicle trips up/down Ski Hill Road meeting Absolute Policy 24/Social Community subsection F.1.a.(iv).

(f) Acknowledge and agree that outdoor heated sidewalks, pools/spas impacts, etc. will be minimized to the extent practicable but that Applicant cannot mitigate all required impacts on-site due to elevation, current technology, and roof design/size. The Town shall allow off-site mitigation of the Renewable Energy Mitigation Program (“REMP”) upon the following terms:

(i) REMP mitigation will be provided via a three-step approach, which reflects the Town’s preferred order of priority: (1) solar on-site; (2) off-site within the Town on properties controlled by Applicant; and (3) fee in lieu based on the current REMP policy and calculator if offset energy is not provided prior to Certificate of Occupancy for Parcel 4. Applicant consents to the Town’s review and approval of all mitigation via the applicable development review process(es). Applicant may submit, and the Town will process, an application meeting Town Code requirements for off-site solar mitigation improvements for credit to the Town for review and approval upon execution of this Development Agreement due to the construction lead time for Parcel 4 credit.

(ii) Applicant will provide a third-party analysis, in a form acceptable to the Town, of the required amount of solar offset.

(iii) The Town staff shall determine the extent of emergency egress and pedestrian circulation safety to be exempt from REMP and Absolute and Relative Policy 33/Energy Conservation during site plan review.

(g) Issue, upon application for the same, such permit(s) as may be required by the Town to allow one or more Applicant-provided temporary structures accommodating VSRI’s administration functions necessary or appropriate for the operation of the Breckenridge Ski Resort, as well as Applicant’s pre-operation functions on Parcel 4, up to approximately 6,000 square feet, to be placed on Parcel 4, or other location(s) suitable to the Town and VSRI and Applicant, and maintained in such location(s) until Applicant constructs guest services spaces for VSRI’s use and occupancy; provided, however, that all approved temporary structures shall be removed by Applicant no later than sixty (60) days after the issuance of any final certificate of occupancy for all structures on Parcel 4. The Town shall also grant such waivers including, without limitation, from Absolute Policy 36/Temporary Structures as may be necessary to effectuate the terms of this section.

(h) Allow the parking garage contemplated on Parcel 4 to be used as temporary construction parking while the on-site building(s) is under construction.

(i) Permit Condominium, Condominium/Hotel, and/or Hotel/Lodging/Inn uses, and Timeshare Interests, whether by way of whole or fractional ownership, as those capitalized terms are defined in Section 9-1-5 of the Town Code, and associated commercial, guest services facilities, and other amenities.

8.3 Following Final, Non-Appealable Approval of the Development Application(s) contemplated under Section 8.1 and prior to issuance of the final certificate of occupancy for the improvements on Parcel 4, Applicant shall enter into such agreement as the Town reasonably may require that provides for the following:

(a) At the end of the first year after issuance of the final certificate of occupancy and every year thereafter for the first five (5) years after issuance of such final certificate of occupancy, Applicant will provide a trip report to the Town. Trips will be defined as the number of trips into the garage anticipated to be constructed on Parcel 4 plus the number of trips out of that garage on a daily basis.

(b) If during any single calendar month of each of such five (5) years the number of trips exceeds an average of 1,600 trips per day, for every 100 trips in excess of 1,600, Applicant will acquire and transfer one additional electric shuttle van to the Breckenridge Mountain Master Association (“**BMMA**”). Until such time as the threshold described in the preceding sentence has been reached the residents and guests of the anticipated development shall have access to the transportation (van) system operated by the BMMA in the same manner as is provided to other properties located within the boundaries of the BMMA. A letter from the BMMA confirming the same shall be provided to the Town.

8.4 If the Annexation has not been approved at or before the time the obligation to provide employee housing under Absolute Policy 24/Social Community in connection with the development of Parcel 4 is due, the Town shall allow Applicant to transfer up to 15.0 SFEs for employee housing mitigation to other properties within the Town to satisfy the employee housing mitigation requirements. Nothing in this Section 8.4 shall be construed as limiting the alternative means of delivering employee housing to satisfy Absolute Policy 24/Social Community as permitted under the Town Code.

ARTICLE 9

PARCEL 5

9.1 With respect to Parcel 5, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to create a Parcel 5 Planning Area, allow single-family residential uses, and assign Density to this area without the assignment of any negative points under any Relative Policy or the failure of an Absolute Policy, or the need to modify the underlying Guidelines;

(b) Applicant shall construct and maintain private driveways on Parcel 5 serving the two homesites from Four O’Clock Run Road;

(c) Applicant shall include a plat note on the final plat indicating that the future homes on the lots will be limited to a total of 7,500 square feet of Density per lot;

(d) Applicant shall include a plat note on the final plat stating that a Plant Investment Fee (“**PIF**”) equal to 1.25 of the in-Town PIF rate shall be assessed at the time of building permit for each single-family residence.

(e) Applicant shall cause BMMA shuttles to serve each completed home.

9.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 9.1, the Town covenants and agrees that the Town shall:

(a) Allow for the transfer of Density contemplated in Section 8.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy and acknowledge that no modification of the underlying Guidelines is necessary.

(b) Grant waivers allowing the private driveways’ grade to exceed, up to a maximum grade of ten (10) percent, the requirements set forth in Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.8.1), Off-Street Parking Regulations (Sections 9-3-9.A and 9-3-9.F), and corresponding Development Code Absolute Development Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking and 26/Infrastructure.

(c) Grant relief from the Subdivision Standards Sections 9-2-4-5C.2 and 9-2-4-5C.7.b.4 related to the depth and widths of lots and shape of disturbance envelopes.

ARTICLE 10

PARCEL 6

10.1 With respect to Parcel 6, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to create a new Parcel 6 Planning Area, allow the single-family residential uses, and assign Density to this area without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy, and no modification of the underlying Guidelines is necessary.

(b) Each proposed single-family lot on Parcel 6 shall be a minimum of .60 acres.

(c) Applicant shall include a plat note indicating that the future single-family homes will be limited to 7,500 square feet of Density.

(d) Applicant shall include a plat note stating that a PIF equal to 1.25 of the in-Town PIF rate shall be assessed at the time of building permit for each single-family residence.

(e) Applicant shall cause BMMA shuttles to serve completed homes on Parcel 6.

10.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 10.1, the Town covenants and agrees that the Town shall:

(a) Allow for the transfer of Density contemplated in Section 10.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy and acknowledge that no modification of the underlying Guidelines is necessary.

(b) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.6.3.2), Off-Street Parking Regulations (Section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering Regulations to be met for the length of the Timber Trail Drive extension and grade during the subdivision review process, on the condition that all International Fire Code requirements are met and an emergency turn-around, fire hydrants, and the future homes are equipped with individual automatic sprinkler systems (via a plat note on the subdivision plat) will be provided, as previously allowed for the Timber Trail subdivision. The maximum grade shall be 6.5% unless a greater grade is reviewed and approved by the Town.

(c) Grant waivers for the private driveways' grades during the subdivision and site plan review processes from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.8.1), Off-Street Parking Regulations (Sections 9-3-9.A and 9-3-9.F), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering regulations to be met.

(d) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.1), Off-Street Parking Regulations (Section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure allowing two private accesses to serve more than four (4) lots as applicable during the subdivision and site plan review processes, provided that Applicant shall construct and maintain any such accesses in perpetuity.

(e) Grant waivers from the Subdivision Standards Sections 9-2-4-5.C.2, 9-2-4-5.C.3 and 9-2-4-5.C.7.b.4 related to the depth and width of lots and shape of disturbance envelopes.

ARTICLE 11

PARCEL 7

11.1 Development Upon Annexation. If the Annexation is approved, Applicant or BGV Entrada shall be entitled to submit Development Applications for the development of employee housing on Parcel 7, subject to the terms of any annexation and development agreement executed by the Town and BGV Entrada with respect to Parcel 7. To provide for that development, the Town authorizes the following, subject to the execution of any required Density Transfer Covenant: The transfer of up to fifteen (15) SFEs from the Gondola Lot Master Plan to Parcel 7, which shall in addition to the existing 14.2 SFEs on Parcel 7 as allowed by Land Use District 5, result in a total of up to 29.2 SFEs on Parcel 7.

11.2 If the Annexation is not successful, Applicant is authorized, upon written notice to the Town, to transfer up to fifteen (15) SFEs from the Gondola Lot Master Plan to another property in the Town suitable to the Town, Applicant and VSRI for the purpose of providing deed restricted workforce housing. Provided that the receiving property complies with the locational requirements set forth in Section 8.1(e)(ii), such transfer shall be deemed approved by operation of this Agreement. Compliance with Section 1.6(b) shall be determined from the date the written notice required under this Section 11.2 is delivered to the Town.

11.3 If the Annexation has not been approved within one (1) year of the Effective Date, this Agreement shall terminate and be of no further force and effect with respect to Parcel 7 alone.

11.4 If any additional employee housing square footage is built upon Parcel 7 beyond that which is required for Parcel 4 compliance with Absolute Policy 24/Social Community, such additional square footage shall not be eligible to satisfy employee housing requirements for future developments.

ARTICLE 12 VESTED PROPERTY RIGHTS

12.1 Establishment of Vested Property Rights. This Agreement shall constitute a Site Specific Development Plan. All of Applicants' and Landowners' rights, and the Town's obligations, under this Agreement shall be Vested Property Rights. Applicant and Landowners shall have a Vested Property Right to undertake and complete development and use of the Properties as provided in this Agreement, and the Vested Property Rights will be effective against any other governmental entities and their respective governing bodies that subsequently obtain or assert jurisdiction over the Properties or any portion thereof. The rights and obligations under this Agreement shall vest in Applicant and Landowners, which terms, by their definitions, include successors, and assigns. The Vested Property Rights described in this Agreement shall constitute benefits and burdens to the land and shall run with title to the land.

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

(a) **Processing of Applications.** The right to submit and for the Town to process Development Applications in accordance with the procedures and upon such terms set forth in this Agreement, or to the extent not addressed herein, the procedures set forth in the Town Code (as the same was in effect on the Effective Date). In the event that any amendment to the Town Code approved after the Effective Date creates generally

applicable submittal requirements, procedural requirements, or approval criteria which conflict with or are in addition to the terms and conditions of this Agreement, Applicant may choose whether the Town Code or the terms of this Agreement will apply to the Development Application.

(b) Use and Development Standards. The right to be protected against the Town or any citizen initiating any action to apply any less-favorable use and development standards to any Property or the Project, including, but not limited to, any reduction in the maximum allowed Density, the development intensity allowed under that Density, or total area of the Project. In the event that any amendment to the Town Code approved after the Effective Date creates generally applicable use or development standards that conflict with or are in addition to the terms and conditions of this Agreement, Applicant, and VSRI, in the event the affected Property is owned by VSRI, may choose whether the Town Code or the terms of this Agreement will apply to the affected Property or Properties, or the Project.

(c) Uniformity of Requirements. The right to continue and complete development of the Properties with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the Town on other properties within the Town's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which case the terms and conditions of this Agreement shall control except as otherwise set forth herein.

12.3 Term. In recognition of the complexity of the development contemplated by this Agreement, the time required to complete development, and the possible impact of economic cycles and varying market conditions during the course of development, the Town has concluded and hereby agrees that the Vested Property Rights, including those identified in Section 12.1 of this Agreement, shall continue and have a duration until **SEVEN (7) YEARS** from the Effective Date (the "**Term**"). The rights and obligations set forth in this Agreement shall survive the termination of the Term, the effect of which shall be limited to eliminating the protections set forth in the Vested Property Rights Act.

12.4 Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of Town regulations of general applicability including, but not limited to, the application of local improvement districts, building, fire, plumbing, engineering, electrical and mechanical codes, or the application of regional, state or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the date hereof, except as otherwise provided herein, as against the Properties and the Project. Landowners do not waive their rights to oppose adoption of any such regulations.

ARTICLE 13 DEFAULT AND REMEDIES

13.1 Default by the Town. A "breach" or "default" by the Town Council or the Town under this Agreement will be defined as the Town Council's or the Town's failure to fulfill or perform any express material obligation of the Town Council or the Town stated in this Agreement. Consistent with Sections 105(1)(a) and (b) of the Vested Property Rights Act, the Parties

acknowledge and expressly intend that the Vested Property Rights preclude any zoning or land use action by a local government or pursuant to any initiated measure which would materially alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development of the Project or the use of the Properties as set forth in this Agreement, except that such rights may be divested only (a) with the consent of the owner of the affected portion of the Properties; or (b) upon the discovery of natural or manmade hazards on, or in the immediate vicinity of, the Properties, which hazards could not have been reasonably discovered at the time of approval of this Agreement, and which hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare. Such natural or manmade hazards may include, but are not limited to, acts of God or other *force majeure*, or failure(s) of Town utilities necessary to serve the Properties or Project. Accordingly, subject to the exceptions listed in clauses (a) and (b) above, any of the foregoing zoning or land use actions by the Town Council or the Town would impermissibly divest Applicant and/or Landowners of the benefits of the Vested Property Rights, would constitute a breach or default under the Vested Property Rights Act and would entitle Landowners to the specific and limited remedies set forth herein.

(a) No Responsibility or Remedy. The Town shall not be responsible for and Applicant and Landowners shall have no remedy against the Town if development of the Property is prevented or delayed for reasons beyond the control of the Town.

(b) No Personal Responsibility. No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

13.2 Remedies.

(a) Generally. Except to the extent this Agreement expressly states otherwise, the Party asserting the default will have the right to pursue and be entitled to enforce specific performance of the defaulting Party's obligations under this Agreement, which will be the sole remedy under this Agreement; provided, however, if there is a final judicial determination that a Party is in default under this Agreement but the court determines specific performance is not available or will not be granted as a remedy for such default: (i) Applicant or Landowners will be entitled to the contingent remedy described in Section 13.2(c); and (ii) if Applicant or Landowners are determined in a final judicial judgment to have failed to abide by the terms of this Agreement, the Town Council and the Town will be entitled such remedies as may be available at law or in equity, subject to the limitations set forth in Section 13.2(b), and, additionally, to enforce the forfeiture of the Vested Property Rights.

(b) Vested Property Rights; Mutual Waivers. Although the Vested Property Rights Act provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the Vested Property Rights, the Town desires not to be subject to liability for monetary damages pursuant to the Vested Property Rights Act as a remedy for breach or default with respect to the Vested Property Rights. Accordingly, Applicants and Landowners hereby knowingly, intentionally, voluntarily and irrevocably waive, for themselves and for their successors and assigns, any remedial right they may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to be paid money damages as just compensation upon a deprivation, impairment, violation or other

divestment of the Vested Property Rights; and the Town Council hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town Council or the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to pay money damages to Landowners and/or their successor(s) and assign(s) as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights. The Parties have executed and entered into the foregoing mutual waivers with the express intent that such waivers will be mutually binding and enforceable as to each of them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them as a result of such mutual waivers and otherwise accruing to each of them pursuant to this Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town Council and the Town are precluded from divesting, depriving, impairing or violating the Vested Property Rights under any circumstances other than those stated in Section 13.1.

(c) Contingent Remedy. Only if, notwithstanding the foregoing mutual waivers and the Parties' express intent as to the enforceability and remedial effect of such waivers, it is judicially determined that the terms and conditions (either in whole or in part) set forth in this ARTICLE 13 will not be enforced against the Town Council and the Town as written, Applicant and/or Landowners will be entitled to pursue and be awarded just compensation pursuant to Section 105(1)(c) of the Vested Property Rights Act to the extent the Town Council or the Town takes any action which has the effect of divesting, depriving, impairing or violating the Vested Property Rights and such action constitutes a compensable action under the Vested Property Rights Act.

ARTICLE 14

RESPONSIBILITIES OF THE TOWN

14.1 Processing of Applications. The Town shall process all applications received in connection with the development of the Project, in accordance with the Town Code and any other applicable laws, ordinances, and regulations.

14.2 Infrastructure Permit. The Town shall, upon Applicant's request at any point following the approval of any Development Application contemplated in this Agreement, issue to Applicant at least one infrastructure permit for the Property subject to the Development Application approval that will allow for infrastructure and site work related to the approved Development Application, including deep utilities, grading, construction of storm water management systems, and mass excavation, to commence prior to issuance of a building permit, subject to approval by the Town Engineering Department. Each property with an approved Development Permit, as that term is defined in Section 9-1-5 of the Town Code, may be issued an infrastructure permit.

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

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

ARTICLE 15 MANDATORY PROVISIONS

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

15.1 Nothing in the agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to, the Town's: 1) Development Code, 2) land use guidelines, 3) master plan, and 4) subdivision ordinance.

15.2 Successors and Assigns; Binding Effect; Recording.

(a) Recording. Within five (5) business days of the Effective Date, the Parties shall deliver original copies of their signature pages and the signature pages of any lienholder or lender on their respective Property to the Town. This Agreement shall be recorded in the Records as against every Property and Parcel 7.

(b) Successors and Assigns of Applicant. Applicant may, in its sole discretion, assign its rights and obligations under this Agreement in whole and in part. Upon any such assignment and delivery of written notice to the Town along with a copy of the instrument of assignment, Applicant shall be released from its obligations and responsibilities hereunder to the extent so assigned and the Town shall recognize the rights and obligations of such assignee as so assigned.

(c) Successors and Assigns of Landowner. This Agreement shall be binding upon and inure to the benefit of Landowners and their respective successors and assigns. For avoidance of doubt, the Agreement shall run with the title to the land and benefit and burden the Properties. Any Party bound by obligations of Landowner in this Agreement shall be released from its obligations and responsibilities hereunder upon the valid conveyance of its interest herein to its successor pursuant to the terms and conditions of such conveyance, if any.

15.3 If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such 60-day period that it is actively and diligently pursuing a cure, the Party alleged to be in default will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing cure period, the Party asserting that the Town Council and/or the Town is in default will have the right to include a claim for breach of this Agreement and/or of the Vested Property Rights Act in any claim brought under C.R.C.P. 106(a)(4) if the Party reasonably believes that failure to include

such claim could jeopardize the Party's ability to exercise its remedies under this Agreement or under the Vested Property Rights Act at a later date. Any claim for breach of this Agreement or the Vested Property Rights Act that is brought before the expiration of the applicable cure period will not be prosecuted by the Party asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party if the default is cured in accordance with this Section 15.3.

15.4 The Town shall not be responsible for and Applicant shall have no remedy against the Town if development of the real property which is the subject of this Agreement is prevented or delayed for reasons beyond the control of the Town.

15.5 Actual development of the real property which is the subject of this Agreement shall require the issuance of such other and further permits and approvals by the Town as may be required from time to time by applicable Town ordinances.

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

15.7 Applicant shall agree to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or intentional act or omission of Applicant, any subcontractor of Applicant, or any officer, employee, representative, or agent of Applicant or of any subcontractor of Applicant, or which arise out of any workers' compensation claim of any employee of Applicant, or of any employee of any subcontractor of Applicant; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of the Town, its officers, employees, or agents. Applicant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of Applicant. Applicant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

15.8 If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of the remaining provisions of the agreement.

15.9 In connection with an application for a development permit to develop the real property that is the subject of this Agreement the application shall not receive an award of positive points under the Town Code for any commitment offered to the Town by Applicant pursuant to Section 9-9-4, or any other obligation or requirement of Applicant under this Agreement.

ARTICLE 16 MISCELLANEOUS

16.1 Amendments. This Agreement may be amended or terminated only with the prior written consent and approval of the Town, Applicant, and the Landowner of the Property(ies) or

portion of the Property(ies) to which the amendment applies, following public notice and public hearings as required for Development Agreements.

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

If to the Town:

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

With a required copy to:

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

If to Gondola Properties:

Gondola Properties LLC
c/o Breckenridge Grand Vacations
100 South Main Street, P.O. Box 6879
Breckenridge, Colorado 80424
Attention: Graham Frank, Chief Development Officer

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew L.W. Peters
apeters@ottenjohnson.com

If to BGV Entrada:

BGV Partners Entrada, LLC
c/o Breckenridge Grand Vacations
100 South Main Street, P.O. Box 6879
Breckenridge, Colorado 80424
Attention: Graham Frank, Chief Development Officer

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew L.W. Peters
apeters@ottenjohnson.com

If to VSRI:

Vail Resorts, Inc.
390 Interlocken Crescent #100
Broomfield, CO 80021
Attention: Legal Department
legalnotices@vailresorts.com

If to LC Breckenridge:

LC Breckenridge
c/o Leste
1450 Brickell Avenue, Suite 2600
Miami, Florida 33131
Attention: Jordan Suppan
Jordan.Suppan@leste.com

With required copy to:

Carlton Fields
2 Miami Central
700 NW 1st Avenue, Suite 1200
Miami, Florida 33136-4118
Attention: Matthew H Jacobson
MJacobson@carltonfields.com

Notices will be deemed delivered and effective as follows: (i) if given personally, when delivered to the Party to whom it is addressed; or (ii) if given by registered or certified mail, on the first to occur of (A) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (B) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Any Party may at any time, by giving notice as provided in this Section,

designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given.

16.3 Entire Agreement. This Agreement constitutes the entire and final understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof, which shall be of no further force and effect. For the avoidance of doubt, the Parking Agreement is not an agreement or understanding subject to this Section 16.3 and remains in full force and effect.

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

16.5 Waivers and Modifications in Writing. No waivers or modifications hereof shall be made or deemed to have been made unless in writing executed by the Party to be bound thereby.

16.6 Conflict with Other Provisions of the Town Code. In the event any provision of this Agreement or the application thereof conflicts with any provision of the Town Code, this Agreement shall control the determination of the rights and obligations of the Parties with respect to such conflicting matter. When adopted by the Town pursuant to ordinance, this Agreement shall be deemed to be an amendment of any such conflicting provision of the Town Code with respect to the subject matter thereof.

16.7 Adoption of Agreement Deemed to be a Legislative and Administrative Act; Referendum. As set forth in and expressly authorized by Section 104(2) of the Vested Property Rights Act, this Agreement and the Vested Property Rights conferred hereby are adopted as a legislative act pursuant to such authority conferred upon the Town Council by the Vested Property Rights Act. If and to the extent the Vested Property Rights Act subjects the Town Council's establishment of the Vested Property Rights pursuant to this Agreement to referendum, and any referendum succeeds in overturning the Town Council's establishment of the Vested Property Rights pursuant to this Agreement, such result will not be construed as overturning, negating or otherwise affecting the Council's approval of this Agreement.

16.8 Covenant of General Cooperation. The Parties covenant and agree to cooperate in good faith with one another in the performance of their respective rights and obligations hereunder in order that each may reasonably realize their respective benefits hereunder. The Parties further agree to cooperate in good faith with one another in the event of any third-party legal action, initiative, or referendum challenging the approval(s) of any Development Application contemplated in this Agreement.

16.9 No Third-Party Beneficiaries. Except as otherwise provided herein, none of the terms, conditions, or covenants contained in this Agreement shall be deemed to be for the benefit of any person not a Party hereto, and no such person shall be entitled to rely hereon in any manner.

16.10 Counterparts; Electronic Delivery. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Executed copies hereof may be delivered by telecopier or

e-mail (pdf) and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

16.11 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

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

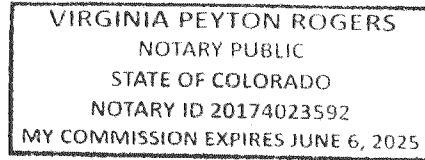
16.13 Venue and Choice of Law; Waiver of Right to Jury Trial; Construction. Venue will be in the district court for the State of Colorado, Summit County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, each Party hereby waives any and all right to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. In the event of ambiguity in this Agreement, any rule of construction which favors a Party's interpretation as a non-drafting party will not apply, and the ambiguous provision will be interpreted as though no specific party was the drafter.

[SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

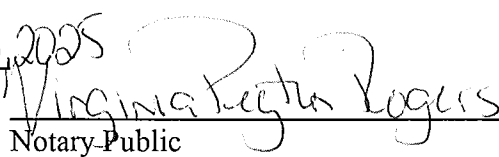
By: 
Shannon Haynes, Manager

STATE OF Colorado)
COUNTY OF Summit) SS:

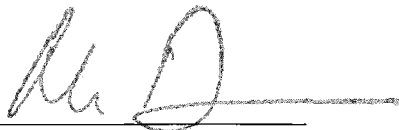


The foregoing instrument was acknowledged before me this 23rd day of May, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: June 6, 2025

Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

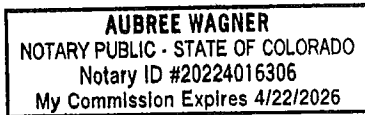
By: 
Michael A. Dudick, Member

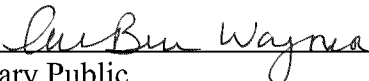
STATE OF Colorado)
) ss:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 16 day of May, 2024, by Michael A. Dudick as Member of BGV PARTNERS ENTRADA, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

GONDOLA PROPERTIES, LLC,
a Colorado limited liability company

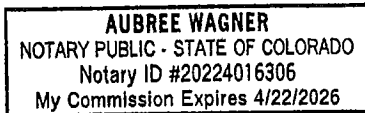
By: 
Michael A. Dudick, Member

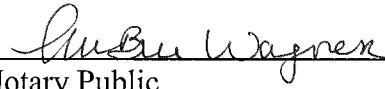
STATE OF Colorado)
) ss:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 16 day of May, 2024, by Michael A. Dudick as Member of GONDOLA PROPERTIES, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

LC BRECKENRIDGE HOLDCO, LLC
a Colorado limited liability company

By: [Signature]
Name: Jordan Suppan
Title: Authorized Signatory

STATE OF Florida)
) ss:
COUNTY OF Miami-Dade)

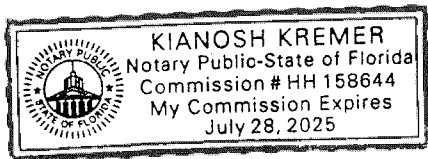
The foregoing instrument was acknowledged before me this 22 day of May, 2024, by Jordan Suppan as Authorized Signatory of the LC BRECKENRIDGE HOLDCO, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: July 28, 2025

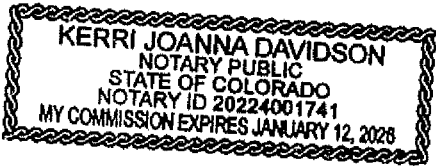
[Signature]

Notary Public



VAIL SUMMIT RESORTS, INC.
a Colorado corporation

By: [Signature]
Name: Julie DeCecco
Title: EVP, General Counsel



STATE OF CO)
COUNTY OF Denver) ss:

The foregoing instrument was acknowledged before me this 21 day of May, 2024, by Julie DeCecco as EVP, General Counsel of the VAIL SUMMIT RESORTS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 1/12/26
[Signature]
Notary Public

Exhibit 1
[Parcel 1 Legal Description]

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

Exhibit 2
[Parcel 2 Legal Description]

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

Exhibit 3
[Parcel 3 Legal Description]

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

Exhibit 4
[Parcel 4 Legal Description]

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

Exhibit 5
[Parcel 5 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

Exhibit 6
[Parcel 6 Legal Description]

A PARCEL OF LAND LOCATED IN A PORTION OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION FILING No. 1, A PORTION OF THE ADA PLACER (MS 13744) AND A PORTION OF THE TYRA PLACER (MS 13343), IN SECTION 1, T7S, R78W AND SECTION 36, T6S, R78W OF THE 6th P.M., SUMMIT COUNTY, COLORADO.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

1. N63°32'19"E, 141.01 FEET N63°32'19"E, 141.01 FEET
2. N67°05'19"E, 148.45 FEET N67°05'19"E, 148.45 FEET
3. N56°47'38"E, 25.66 FEET, N56°47'38"E, 25.66 FEET,

THENCE DEPARTING SAID SOUTH LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. S20°08'31"E, 66.15 FEET S20°08'31"E, 66.15 FEET
2. 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 53°13'18" AND A CHORD WHICH BEARS S06°28'08"W, 179.17 FEET.
3. S33°04'47"W, 45.55 FEET S33°04'47"W, 45.55 FEET
4. S16°15'16"E, 343.70 FEET S16°15'16"E, 343.70 FEET
5. S04°00'43"E, 86.48 FEET S04°00'43"E, 86.48 FEET
6. S36°33'26"E, 132.68 FEET S36°33'26"E, 132.68 FEET
7. S78°51'48"W, 172.09 FEET S78°51'48"W, 172.09 FEET
8. N78°33'09"W, 673.06 FEET N78°33'09"W, 673.06 FEET
9. N12°32'17"W, 219.71 FEET N12°32'17"W, 219.71 FEET
10. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID TRACT C. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID TRACT C.

THENCE ALONG SAID EAST LINE S26°38'02"E, 255.76 FEET BACK TO THE POINT OF BEGINNING.

Exhibit 7
[Parcel 7 Legal Description]

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

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

This Density Transfer Agreement And Covenant (“**Agreement**”) is made and entered into at Breckenridge, Colorado this ____ day of _____, 2024, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”), and _____ (“**XXXX**”).

RECITALS

A. WHEREAS, _____ is the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on Exhibit “A”, which real property is hereafter referred to in this Agreement as the “**Sending Parcel**”.

B. WHEREAS, _____ is the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on Exhibit “B”, which real property is hereafter referred to in this Agreement as the “**Receiving Site**”.

C. WHEREAS, pursuant to the Development Agreement between the Town and _____ dated _____ and recorded _____ at Reception No. _____ of the real property records of the Clerk and Recorder of Summit County, Colorado (“**Development Agreement**”) _____ is authorized, without further approval from the Town, to transfer density from the Sending Parcel to the Receiving Site; and

D. WHEREAS, this Agreement is executed and recorded in the real property records of the Clerk and Recorder of Summit County, Colorado to effectuate and memorialize the density transfer described in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Town and _____ hereby agree that XXXX (XX) SFEs of the density heretofore allocated to the Sending Parcel shall be and hereby are transferred to the Receiving Site. As used in this Agreement, “**SFE**” means a single-family equivalent of density as defined from time to time in the Town’s land use regulations.

2. _____ acknowledges and agrees that following the transfer of the XXX (XX) SFEs of density to the Receiving Site as described in Section 1, above, there shall remain XXX (XX) SFEs of density upon the Sending Parcel.

3. Town and _____ further acknowledge and agree that following the transfer of XXX (XX) SFEs of density to the Receiving Site as described in Section 1, above, the Receiving Site shall then have a total of XXX (XX) SFEs of residential and commercial density, which density may only be used in connection with a development approved by Town pursuant to the Town’s applicable land use ordinances, policies, and codes. Nothing in this Agreement shall constitute a site specific development plan for the development of the Sending Parcel or the Receiving Site, nor shall this Agreement give rise to the creation of any vested rights with respect to the

development of the Sending Parcel or the Receiving Site (without limiting ARTICLE 12 of the Development Agreement).

4. The agreements and covenants contained in this Agreement shall: (i) run with the land; (ii) burden the Sending Parcel and benefit the Receiving Site; and (iii) be binding upon the Town and XXXX and their successors and assigns, and all persons who hereafter acquire any interest in either the Sending Parcel or the Receiving Site.

5. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado, to place prospective purchasers and other interested parties on notice as to the terms, conditions, and limitations contained herein.

6. This Agreement and the exhibits hereto represent the entire understanding between the parties with respect to the subject matter of this Agreement.

7. This Agreement may be executed in several counterparts and/or signature pages and all counterparts and signature pages so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart or signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Density Transfer Agreement And Covenant effective as of date above.

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
_____, Town Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Shannon Haynes, Town Manager, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[INSERT]

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____, of _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Exhibit “A” [to Ex. 8 Form Density Transfer Covenant]

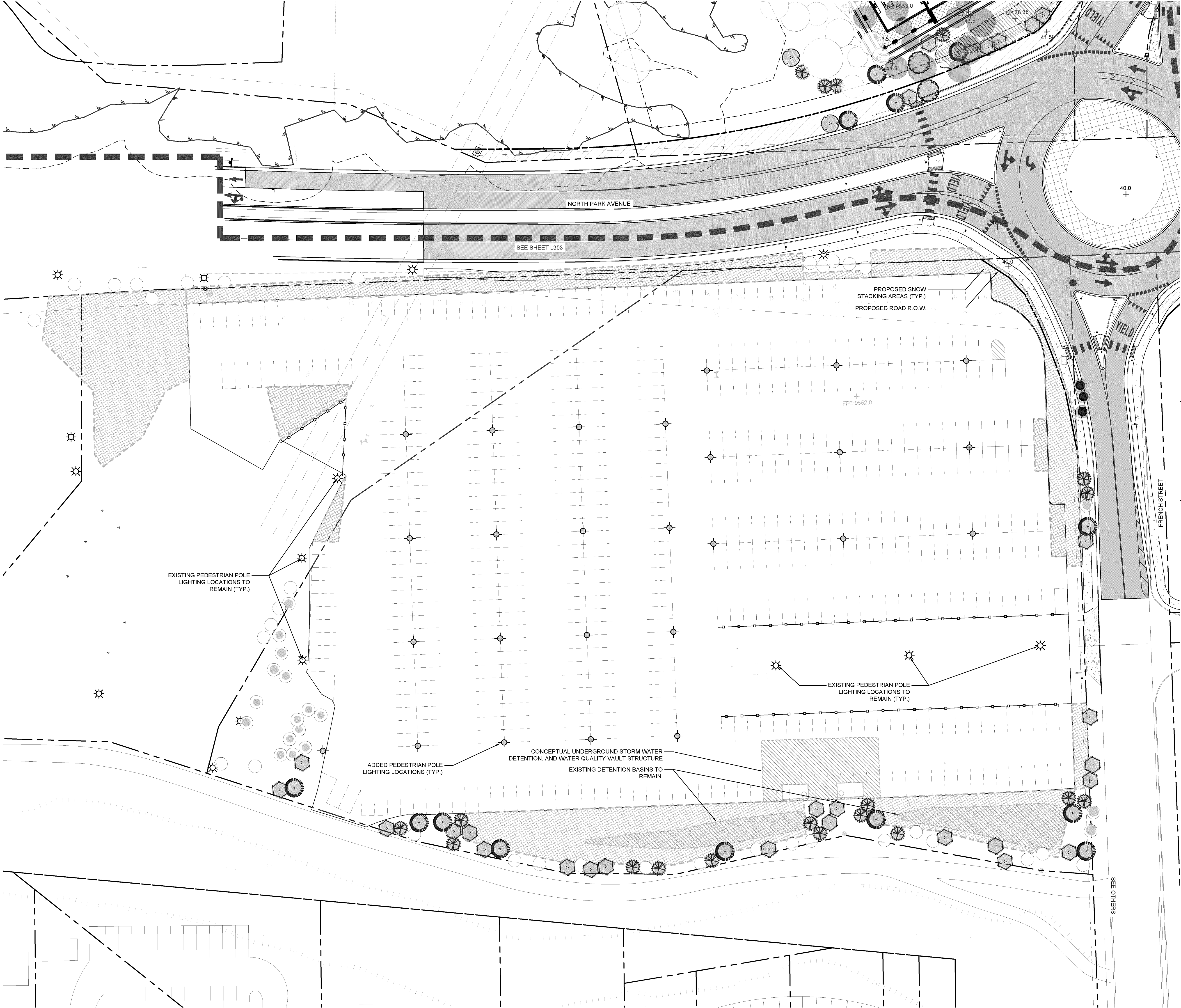
Legal Description of the Sending Parcel

Exhibit “B” [to Ex. 8 Form Density Transfer Covenant]

Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]

Drawing: UA2019024 Breckenridge Gondola Lot Dev05 CAD/Sheets/00 Exhibits/Coordination/04 GRS+CSRN+NGU_PlantingPlan_Exhibits.dwg
Last Saved: March 15, 2024 11:37:29 AM by Zearhart
Last Plotted 3/15/2024 11:41:57 AM
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LANDSCAPE LEGEND

PROPERTY LINE

SETBACK LINE

LOT SUBDIVISION LINE

ASSUMED EXISTING TREES LOCATION

TREE LEGEND

SYMBOL

TYPE

NARROW LEAF COTTONWOOD

QUAKING ASPEN

RIVER BIRCH

COLORADO SPRUCE

DOUGLAS FIR

TREE REMOVAL AND REPLACEMENT LEGEND

SYMBOL

CATEGORY

EXISTING TREE TO BE PRESERVED

EXISTING TREE TO BE REMOVED

TREE REPLACEMENT/ADDED

TOTAL PRESERVED

TOTAL REMOVED

TOTAL REPLACE/ADD

NOTES

ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED. TREE LOCATIONS AND QUANTITY ASSUMPTIONS ARE BASED ON DETAILED AERIAL PHOTOGRAPHIC ANALYSIS AND PROVIDED HISTORIC SURVEY INFORMATION. ACTUAL TREE LOCATIONS AND QUANTITIES, ARE TO BE VERIFIED IN FUTURE DEVELOPMENT AND DESIGN UTILIZING A CERTIFIED TREE SURVEY PROVIDED BY A PROFESSIONAL SURVEYING ENTITY.

dtj

DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

DTJ DESIGN, Inc.
3101 Ins Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533
www.dtydesign.com

NORTH GONDOLA LOT & GOLD RUSH LOTS

355 N. PARK AVE. BRECKENRIDGE, CO

NOT FOR
CONSTRUCTION

DRAWN BY: ZE/TJ

CHECKED BY: DTJ

PROJECT NO.: 2019026

ISSUE DATE: 03/15/2024

REVISIONS:

SHEET TITLE:

NORTH GONDOLA LOT
SITE+PLANTING
PLAN

SHEET NUMBER:

L303

Page 179 of 226

Exhibit 10
[Parcel 2 Concept Plan]

LANDSCAPE LEGEND	
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION
TREE LEGEND	
SYMBOL	TYPE
	NARROW LEAF COTTONWOOD
	QUAKING ASPEN
	RIVER BIRCH
	COLORADO SPRUCE
	DOUGLAS FIR
TREE REMOVAL AND REPLACEMENT LEGEND	
SYMBOL	CATEGORY
	EXISTING TREE TO BE PRESERVED
TOTAL PRESERVED	
	EXISTING BUFFER TREE TO BE REMOVED
	EXISTING INTERNAL SITE TREE TO BE REMOVED
TOTAL REMOVED	
	BUFFER TREE REPLACEMENT
	INTERNAL SITE TREE REPLACEMENT
TOTAL REPLACED	
NOTES	
ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED. TREE LOCATIONS AND QUANTITY ASSUMPTIONS ARE BASED ON DETAILED AERIAL PHOTOGRAPHIC ANALYSIS. ACTUAL TREE LOCATIONS AND QUANTITIES, ARE TO BE VERIFIED IN FUTURE DEVELOPMENT AND DESIGN UTILIZING A CERTIFIED TREE SURVEY PROVIDED BY A PROFESSIONAL SURVEYING ENTITY.	

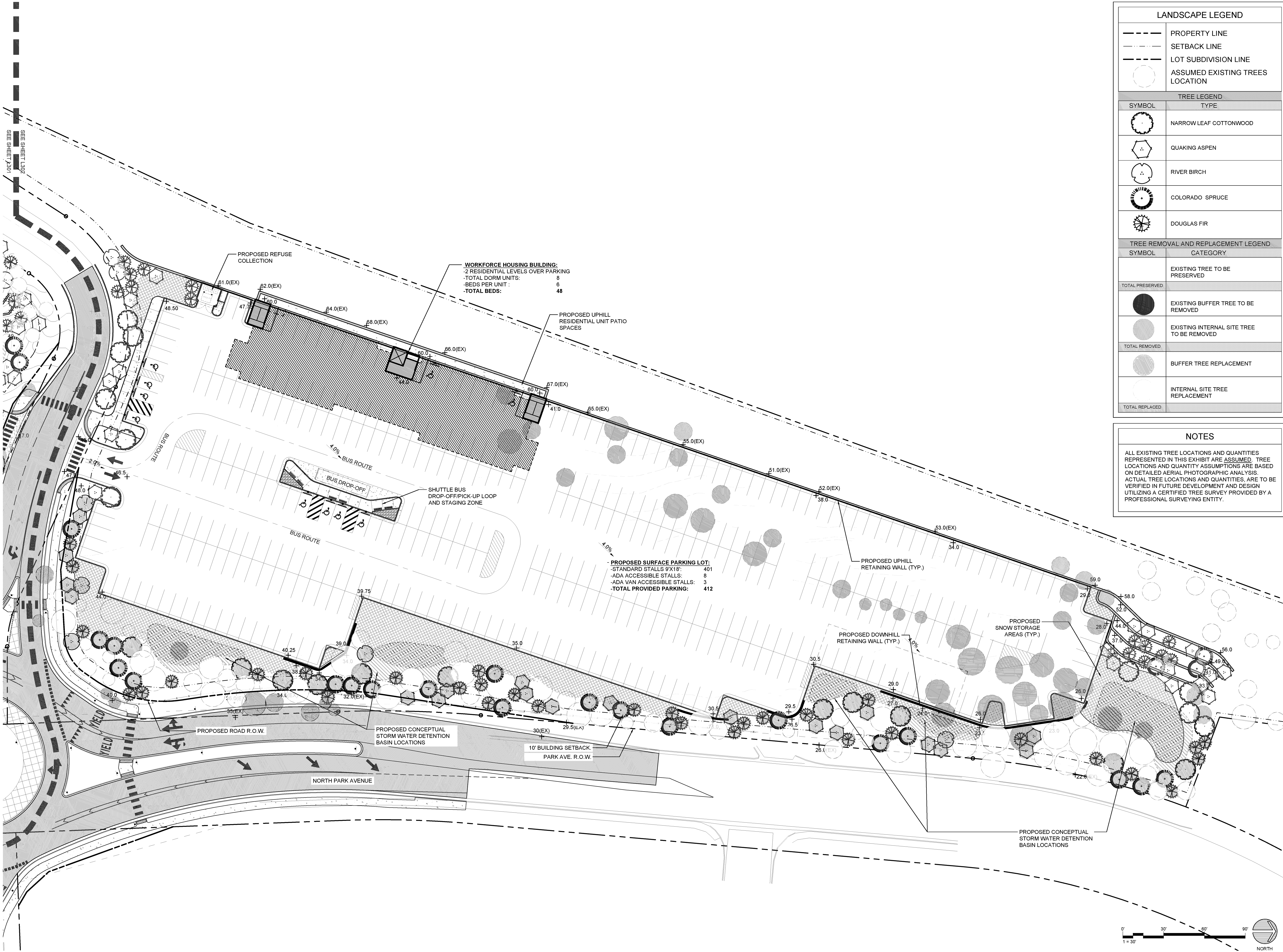


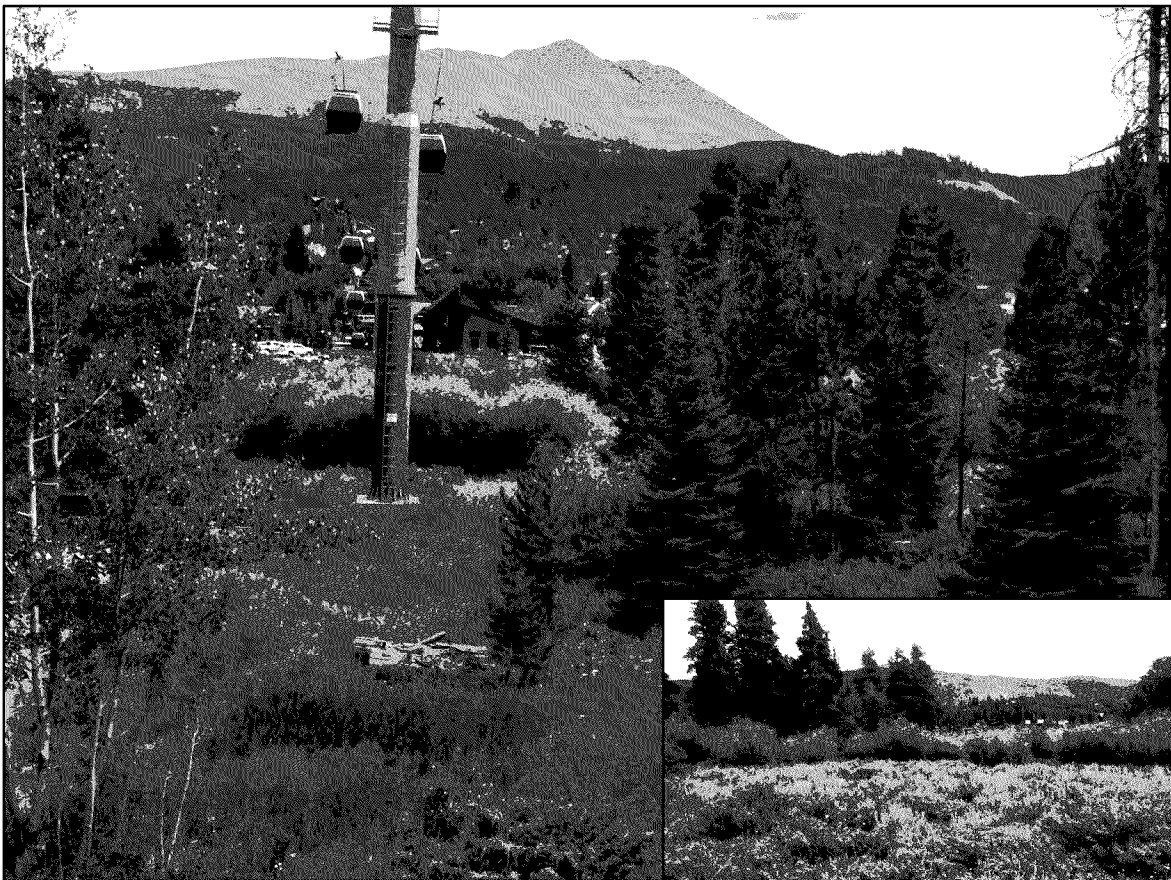
Exhibit 11
[Wetlands Report]

Alpine Ecological Resources, LLC

Gold Rush Lots Wetland Technical Report

Breckenridge, Colorado

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



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Gold Rush Lots

Wetland Technical Report

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Abbreviations and Acronyms

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

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Wetland Technical Report

1.0 Introduction

1.1 Purpose of This Report

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

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

1.2 Project Description

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

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2.0 Site Description

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

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

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

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

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

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

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3.0 Methods

3.1 Literature Review

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

3.2 Field Data Collection

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

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

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

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

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

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

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3.3 Mapping

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

3.4 Wetland Classification

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

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

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

3.5 Wetland Functional Assessment

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

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4.0 Wetlands

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

4.1 Vegetation

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

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

4.2 Hydrology

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

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

4.3 Soils

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

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

4.4 Wetland Functional Condition

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

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

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5.0 Other Water Features

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

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

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

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6.0 Proposed Impacts

The proposed project would result in the permanent loss of 0.10 acre of wetlands for the construction of the residential development and the widening of North Park Avenue (**Table 1**). The drawings in **Appendix C** show the overall site plan and the impacted wetlands.

Table 1: Permanent Wetland Impacts

Project Feature	Permanent Impacts (acres)	Notes
Residential Development	0.067	Includes grading for buildings and associated features; 0.198 acre of adjacent wetland setback area also permanently lost
North Park Avenue	0.033	Includes grading for road widening and associated features; wetland setback impacts temporary
Total	0.100	-

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

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

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7.0 Proposed Mitigation

7.1 Wetland Mitigation

The proposed project would permanently fill 0.10 acre of existing wetlands as a result of the construction of the residential duplex/townhomes and supporting roadway and other infrastructure components. The wetlands were determined to be non-jurisdictional under the Clean Water Act on August 31, 2021 by the USACE. Regardless, the project proponent has worked diligently to avoid and minimize impacts to wetlands to the maximum extent practicable by redesigning the project multiple times to keep the project footprint as small as possible and orienting the proposed improvements to maximize the use of upland areas. Since wetlands encompass a large portion of the property (5.7 of the 16.1 acres), there is no feasible alternative to disturbing some wetlands and still meet the project purpose of providing residential housing within the density set forth by the Town of Breckenridge (Town) approved masterplan, meeting local fire code access requirements to the residential units, while simultaneously preserving mature existing trees and vegetation on site as required for Town approval of the project.

The 0.10 acre of wetlands lost have been compensated for by purchasing 0.2 credits (2:1 ratio) from the recently approved Colorado Western Slope In-Lieu Fee (ILF) Program, which is sponsored by the National Forest Foundation (NFF) and approved for use in Summit County by the USACE. The ILF was formally approved in 2020 and began releasing credits for projects seeking compensatory wetland mitigation credits in Summit County in 2022.

Additional information about the program can be found on the Corps' Regulatory In-Lieu Fee and Bank Tracking Information System website:

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

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

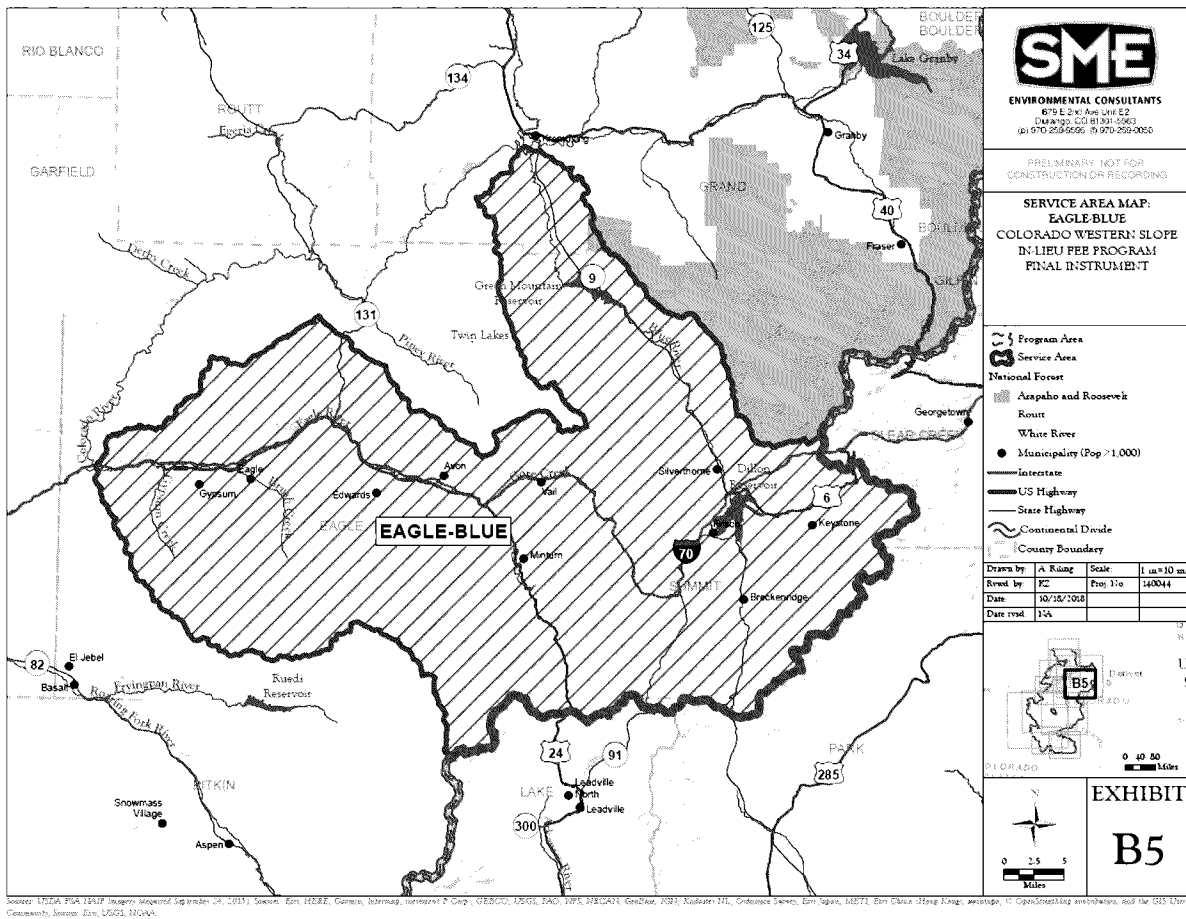
7.2 Wetland Setback Mitigation

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

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

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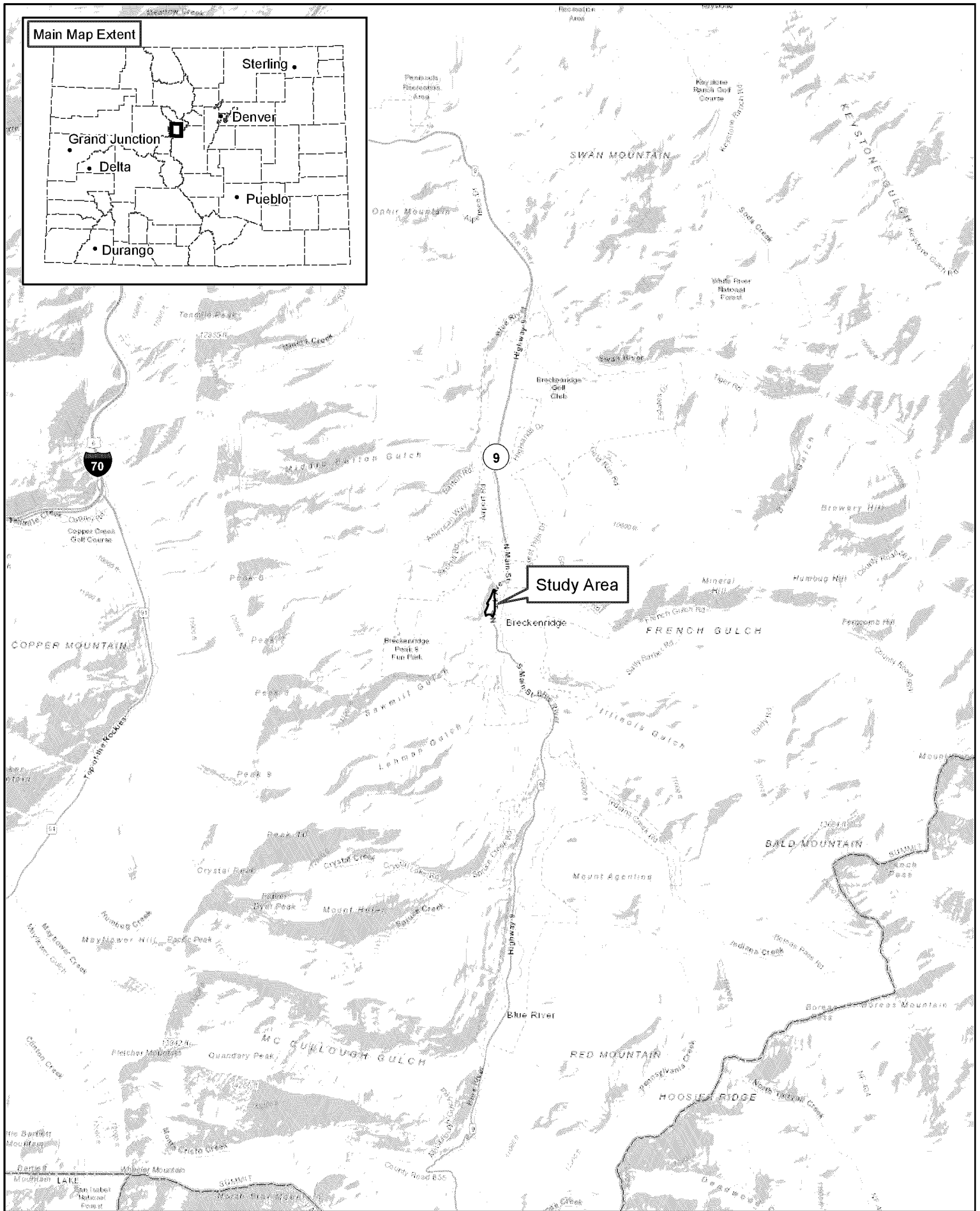


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0 0.5 1 2 3 Miles

Gold Rush Parking Lot

Figure 1
Site Location Map

07/19/2021

Appendix A

Wetland Determination Data Forms

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: <u>Gold Rush Lots</u>	City/County: <u>Breckenridge/Summit</u>	Sampling Date: <u>8/17/16</u>
Applicant/Owner: <u>Breckenridge Grand Vacations</u>	State: <u>CO</u>	Sampling Point: <u>SP1</u>
Investigator(s): <u>Andy Herb</u>	Section, Township, Range: <u>S31, T7S, R77W</u>	
Landform (hillside, terrace, etc.): <u>Slope</u>	Local relief (concave, convex, none): <u>concave</u>	Slope (%): <u>1 to 2</u>
Subregion (LRR): <u>LRR E, MLRA 48A</u>	Lat: <u>39.485950</u>	Long: <u>-106.048847</u>
Datum: <u>WGS84</u>		
Soil Map Unit Name: <u>Grenadier gravelly loam, 0 to 6 percent slopes</u>		NWI classification: <u>PSS</u>
Are climatic / hydrologic conditions on the site typical for this time of year? Yes <u>X</u> No <u> </u> (If no, explain in Remarks.)		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No <u> </u>		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> naturally problematic? (If needed, explain any answers in Remarks.)		

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

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

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
1. _____																					
2. _____																					
3. _____																					
4. _____																					
=Total Cover																					
Sapling/Shrub Stratum	(Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table style="width:100%; font-size: small;"> <tr> <th>Total % Cover of:</th> <th>Multiply by:</th> </tr> <tr> <td>OBL species <u>10</u></td> <td>x 1 = <u>10</u></td> </tr> <tr> <td>FACW species <u>30</u></td> <td>x 2 = <u>60</u></td> </tr> <tr> <td>FAC species <u>45</u></td> <td>x 3 = <u>135</u></td> </tr> <tr> <td>FACU species <u>5</u></td> <td>x 4 = <u>20</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>90</u> (A)</td> <td><u>225</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.50</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>10</u>	x 1 = <u>10</u>	FACW species <u>30</u>	x 2 = <u>60</u>	FAC species <u>45</u>	x 3 = <u>135</u>	FACU species <u>5</u>	x 4 = <u>20</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>90</u> (A)	<u>225</u> (B)	Prevalence Index = B/A = <u>2.50</u>	
Total % Cover of:	Multiply by:																				
OBL species <u>10</u>	x 1 = <u>10</u>																				
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UPL species <u>0</u>	x 5 = <u>0</u>																				
Column Totals: <u>90</u> (A)	<u>225</u> (B)																				
Prevalence Index = B/A = <u>2.50</u>																					
1. <u>Salix drummondiana</u>		<u>10</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u>Salix monticola</u>		<u>10</u>	<u>Yes</u>	<u>OBL</u>																	
3. _____																					
4. _____																					
5. _____																					
<u>20</u> =Total Cover																					
Herb Stratum	(Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u>X</u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
1. <u>Mertensia ciliata</u>		<u>20</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u>Agrostis gigantea</u>		<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
3. <u>Poa pratensis</u>		<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
4. <u>Elymus trachycaulus</u>		<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
5. <u>Taraxacum officinale</u>		<u>5</u>	<u>No</u>	<u>FACU</u>																	
6. _____																					
7. _____																					
8. _____																					
9. _____																					
10. _____																					
11. _____																					
<u>70</u> =Total Cover																					
Woody Vine Stratum	(Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
1. _____																					
2. _____																					
=Total Cover																					
% Bare Ground in Herb Stratum		<u>25</u>																			

SOIL

Sampling Point: SP1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-2	10YR 2/2	100					Loamy/Clayey	silty clay loam
2-6	10YR 4/2	85	10YR 4/6	15	C	M	Loamy/Clayey	sandy loam
6-16	10YR 4/4	100					Sandy	sand and gravel

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

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

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

Restrictive Layer (if observed): Type: _____ Depth (inches): _____		Hydric Soil Present? Yes ☒ No ☐
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Remarks:
All layers dry

HYDROLOGY

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

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

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

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: <u>Gold Rush Lots</u>	City/County: <u>Breckenridge/Summit</u>	Sampling Date: <u>8/17/16</u>
Applicant/Owner: <u>Breckenridge Grand Vacations</u>	State: <u>CO</u>	Sampling Point: <u>SP2</u>
Investigator(s): <u>Andy Herb</u>	Section, Township, Range: <u>S31, T7S, R77W</u>	
Landform (hillside, terrace, etc.): <u>Slope</u>	Local relief (concave, convex, none): <u>concave</u>	Slope (%): <u>1 to 2</u>
Subregion (LRR): <u>LRR E, MLRA 48A</u>	Lat: <u>39.486027</u>	Long: <u>-106.049056</u>
Datum: <u>WGS84</u>		
Soil Map Unit Name: <u>Grenadier gravelly loam, 0 to 6 percent slopes</u>		NWI classification: <u>PSS</u>
Are climatic / hydrologic conditions on the site typical for this time of year? Yes <u>X</u> No <u> </u> (If no, explain in Remarks.)		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No <u> </u>		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> naturally problematic? (If needed, explain any answers in Remarks.)		

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

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

VEGETATION – Use scientific names of plants.

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

SOIL

Sampling Point: SP2

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

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

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

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

HYDROLOGY

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

Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation Present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)				Wetland Hydrology Present? Yes _____ No <u>X</u>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:				
Remarks: No evidence of hydrology; sample point approximately 20 feet from SP1 and about the same elevation				

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: <u>Gold Rush Lots</u>	City/County: <u>Breckenridge/Summit</u>	Sampling Date: <u>8/17/16</u>
Applicant/Owner: <u>Breckenridge Grand Vacations</u>	State: <u>CO</u>	Sampling Point: <u>SP3</u>
Investigator(s): <u>Andy Herb</u>	Section, Township, Range: <u>S31, T7S, R77W</u>	
Landform (hillside, terrace, etc.): <u>Slope</u>	Local relief (concave, convex, none): <u>concave</u>	Slope (%): <u>1 to 2</u>
Subregion (LRR): <u>LRR E, MLRA 48A</u>	Lat: <u>39.486486</u>	Long: <u>-106.048944</u> Datum: <u>WGS84</u>
Soil Map Unit Name: <u>Grenadier gravelly loam, 0 to 6 percent slopes</u>		NWI classification: <u>PSS</u>
Are climatic / hydrologic conditions on the site typical for this time of year? Yes <u>X</u> No <u> </u> (If no, explain in Remarks.)		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No <u> </u>		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> naturally problematic? (If needed, explain any answers in Remarks.)		

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

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

VEGETATION – Use scientific names of plants.

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

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

SOIL

Sampling Point: SP3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 2/2	100					Loamy/Clayey	silty clay loam
6-7	10YR 4/2	90	10YR 4/6	10	C	M	Loamy/Clayey	silty clay loam
7-16	10YR 4/4	100	10YR 4/4				Sandy	sand with gravel

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

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

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

Restrictive Layer (if observed): Type: _____ Depth (inches): _____		Hydric Soil Present? Yes _____ No <u>X</u>
---	--	---

Remarks:
All layers dry

HYDROLOGY

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

Field Observations:			
Surface Water Present?	Yes _____ No <u>X</u>	Depth (inches): _____	Wetland Hydrology Present? Yes _____ No <u>X</u>
Water Table Present?	Yes _____ No <u>X</u>	Depth (inches): _____	
Saturation Present?	Yes _____ No <u>X</u>	Depth (inches): _____	
(includes capillary fringe)			

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

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

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

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

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

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

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present <u>N</u>	

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

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

VEGETATION - Use scientific names of plants

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

% Bare Ground in Herb Stratum: <u>3</u>

50/20 Thresholds Tree Stratum <u>4</u> 20% 50% Sapling/Shrub Stratum <u>6</u> 15 Herb Stratum <u>19</u> 49 Woody Vine Stratum <u>0</u> 0
Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>5</u> (A) Total Number of Dominant Species Across all Strata: <u>9</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>55.56%</u> (A/B)
Prevalence Index Worksheet Total % Cover of: ☐ OBL species <u>5</u> x 1 = <u>5</u> FACW species <u>20</u> x 2 = <u>40</u> FAC species <u>40</u> x 3 = <u>120</u> FACU species <u>67</u> x 4 = <u>268</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>132</u> (A) <u>433</u> (B) Prevalence Index = B/A = <u>3.28</u>
Hydrophytic Vegetation Indicators: Rapid test for hydrophytic vegetation ☒ Dominance test is >50% Prevalence index is ≤3.0* Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) Problematic hydrophytic vegetation* (explain) *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
Hydrophytic vegetation present? <u>Y</u>

Remarks:

Edge of open meadow area; possibly relic wetland area

Project Site: Gold Rush Lots
SOIL
Sampling Point:
SP4
Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

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

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

Hydric Soil Indicators:
Indicators for Problematic Hydric Soils:

- | | | |
|--|--|--|
| ☐ Histisol (A1) | ☐ Stripped Matrix (S6) | ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B) |
| ☐ Histic Epipedon (A2) | ☐ Loamy Mucky Mineral (F1) (LRR K, L) | ☐ Red Parent Material (TF2) |
| ☐ Black Histic (A3) | ☐ Loamy Gleyed Matrix (F2) | ☐ Very Shallow Dark Surface (TF12) |
| ☐ Hydrogen Sulfide (A4) | ☐ Depleted Matrix (F3) | ☐ Other (Explain in Remarks) |
| ☐ Depleted Below Dark Surface (A11) | ☒ Thick Dark Surface (A12) | |
| ☐ Sandy Mucky Mineral (S1) | ☐ Depleted Dark Surface (F7) | |
| ☐ Sandy Gleyed Matrix (S4) | ☐ Redox Depressions (F8) | |
| ☐ Sandy Redox (S5) | | |

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

Restrictive Layer (if observed):

Type: _____

Hydric soil present? Y

Depth (inches): _____

Recent gopher activity, soil dry

Remarks:

HYDROLOGY
Primary Indicators (minimum of one is required; check all that apply)

Secondary Indicators (minimum of two required)

- | | | |
|--|---|---|
| ☐ Surface Water (A1) | ☐ Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B) | ☐ Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B) |
| ☐ High Water Table (A2) | ☐ Salt Crust (B11) | ☐ Drainage Patterns (B10) |
| ☐ Saturation (A3) | ☐ Aquatic Invertebrates (B13) | ☐ Dry-Season Water Table (C2) |
| ☐ Water Marks (B1) | ☐ Hydrogen Sulfide Odor (C1) | ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Sediment Deposits (B2) | ☐ Oxidized Rhizospheres on Living Roots (C3) | ☐ Geomorphic Position (D2) |
| ☐ Drift Deposits (B3) | ☐ Presence of Reduced Iron (C4) | ☐ Shallow Aquitard (D3) |
| ☐ Algal Mat or Crust (B4) | ☐ Recent Iron Reduction in Tilled Soils (C6) | ☐ FAC-Neutral Test (D5) |
| ☐ Iron Deposits (B5) | ☐ Stunted or Stressed Plants (D1)(LRR A) | ☐ Raised Ant Mounds (D6)(LRR A) |
| ☐ Surface Soil Cracks (B6) | ☐ Other (Explain in Remarks) | ☐ Frost-Heave Hummocks (D7) |
| ☐ Inundation Visible on Aerial Imagery (B7) | | |
| ☐ (B8) | | |

Field Observations:

Surface water present?	Yes ☐	No ☒	Depth (inches): _____
Water table present?	Yes ☐	No ☒	Depth (inches): _____
Saturation present?	Yes ☐	No ☒	Depth (inches): _____

 (includes capillary fringe)

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

None

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

Remarks:

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

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

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

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

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID: _____
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present <u>Y</u>	

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

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

VEGETATION - Use scientific names of plants

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

% Bare Ground in Herb Stratum:	<u>3</u>
--------------------------------	----------

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

Remarks:

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

Project Site: Gold Rush Lots
SOIL
Sampling Point:
SP5
Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

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

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

Hydric Soil Indicators:
Indicators for Problematic Hydric Soils:

- | | | |
|--|--|--|
| ☐ Histisol (A1) | ☐ Stripped Matrix (S6) | ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B) |
| ☐ Histic Epipedon (A2) | ☐ Loamy Mucky Mineral (F1) (LRR | ☐ Red Parent Material (TF2) |
| ☐ Black Histic (A3) | ☐ K, L) | ☐ Very Shallow Dark Surface (TF12) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Gleyed Matrix (F2) | ☐ Other (Explain in Remarks) |
| ☐ Depleted Below Dark Surface (A11) | ☒ Depleted Matrix (F3) | |
| ☐ Thick Dark Surface (A12) | ☐ Redox Dark Surface (F6) | |
| ☐ Sandy Mucky Mineral (S1) | ☐ Depleted Dark Surface (F7) | |
| ☐ Sandy Gleyed Matrix (S4) | ☐ Redox Depressions (F8) | |
| ☐ Sandy Redox (S5) | | |

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

Restrictive Layer (if observed):

Type: _____

Hydric soil present? Y

Depth (inches): _____

Remarks: All layers saturated

HYDROLOGY
Primary Indicators (minimum of one is required; check all that apply)

Secondary Indicators (minimum of two required)

- | | | |
|--|---|--|
| ☐ Surface Water (A1) | ☐ Water-Stained Leaves (B9) | ☐ Water-Stained Leaves (B9) (except |
| ☐ High Water Table (A2) | ☐ (except MLRA 1,2,4A, and 4B) | ☐ MLRA 1,2,4A, and 4B) |
| ☒ Saturation (A3) | ☐ Salt Crust (B11) | ☒ Drainage Patterns (B10) |
| ☐ Water Marks (B1) | ☐ Aquatic Invertebrates (B13) | ☐ Dry-Season Water Table (C2) |
| ☐ Sediment Deposits (B2) | ☐ Hydrogen Sulfide Odor (C1) | ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Drift Deposits (B3) | ☐ Oxidized Rhizospheres on Living | ☒ Geomorphic Position (D2) |
| ☐ Algal Mat or Crust (B4) | ☐ Roots (C3) | ☐ Shallow Aquitard (D3) |
| ☐ Iron Deposits (B5) | ☐ Presence of Reduced Iron (C4) | ☒ FAC-Neutral Test (D5) |
| ☐ Surface Soil Cracks (B6) | ☐ Recent Iron Reduction in Tilled Soils (C6) | ☐ Raised Ant Mounds (D6)(LRR A) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Stunted or Stressed Plants (D1)(LRR A) | ☐ Frost-Heave Hummocks (D7) |
| ☐ (B8) | ☐ Other (Explain in Remarks) | |

Field Observations:

Surface water present?	Yes ☐	No ☒	Depth (inches): _____
Water table present?	Yes ☐	No ☐	Depth (inches): _____
Saturation present?	Yes ☒	No ☐	Depth (inches): <u>0</u>

(includes capillary fringe)

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Main source of hydrology is high groundwater, especially during snowmelt

Appendix B

Site Photographs



Photo 1 — Typical PSS wetland (July 22, 2020)



Photo 2 — Typical wetland boundary, notice dead and dying willows (July 22, 2020)



Photo 3 — Dead and dying willow along the wetland boundary (July 22, 2020)



Photo 4 — Tributary 1, looking north where it enters the site (July 13, 2020)



Photo 5 — Tributary 2, looking northeast where it enters the site (July 19, 2021)



Photo 6 — Tributary 3, looking southwest where it enters the site from a small pond, which is off the property (July 13, 2020)



Photo 7 – Looking north at the vegetated (non-wetland) entrance to the culvert under Woods Drive (July 19, 2021)



Photo 8 — Looking south at the culvert (black plastic) outlet under Woods Drive, with wooden outlet box to the stormwater system (July 19, 2021)



Photo 9 – Close up view of the outlet box showing no signs of flow, looking south (July 20, 2021)

Appendix C

Site Plan and Wetland Disturbance



NORTH GONDOLA LOT & GOLD RUSH LOTS

355 N. PARK AVE. BRECKENRIDGE, CO

DTJ DESIGN, Inc.
3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533
www.dtdesign.com

dtj
DESIGN
ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

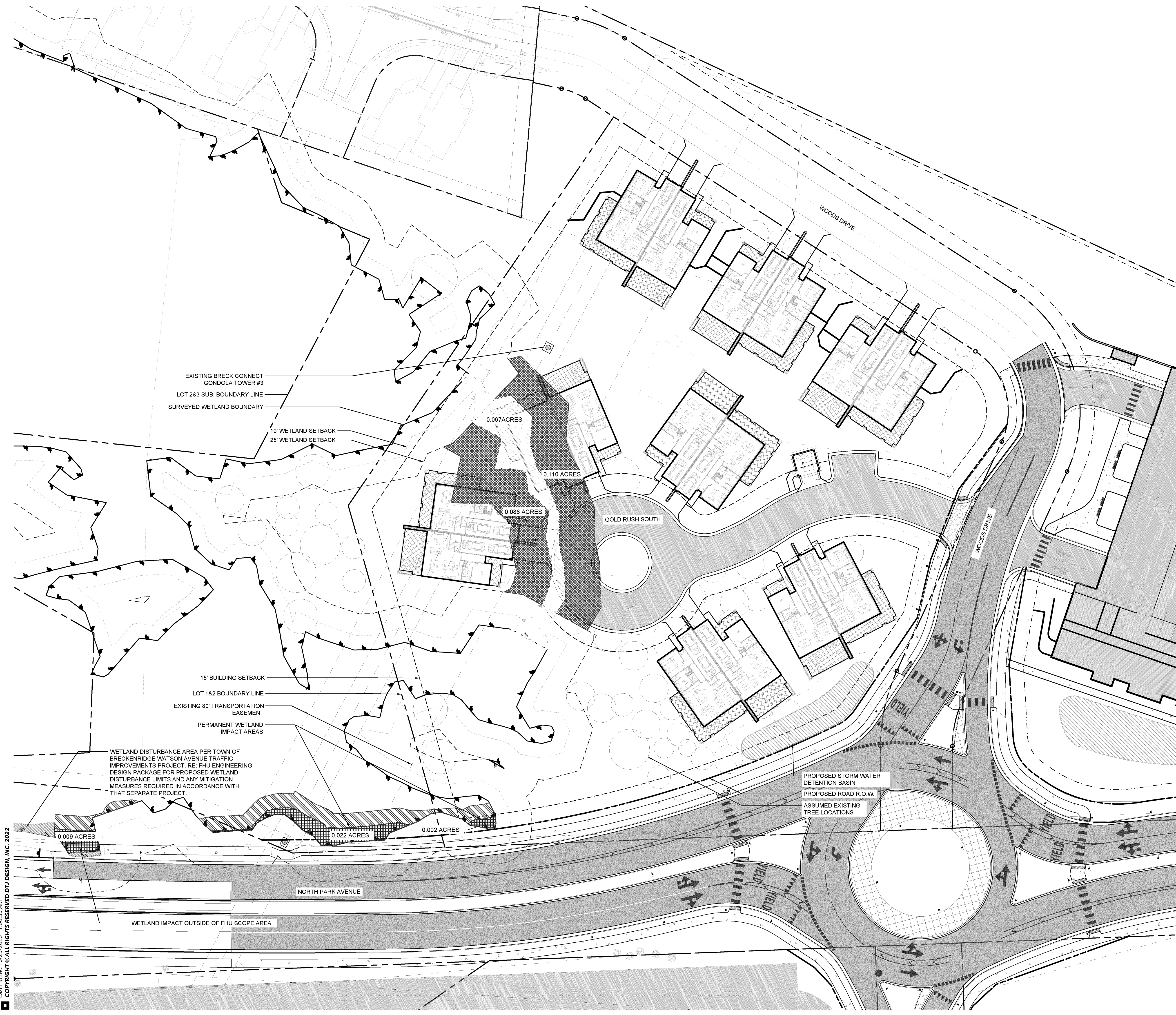
NOT FOR
CONSTRUCTION

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

SHEET TITLE
GOLD RUSH
SOUTH SITE
PLAN

SHEET NUMBER

L201



WETLAND DISTURBANCES
DIAGRAM LEGEND

PREVIOUSLY EXEMPTED
MAPPED WETLAND ZONES

PREVIOUSLY EXEMPTED
MAPPED WETLAND BUFFER

PROPOSED WETLAND
DISTURBANCE ZONES

TEMPORARY WETLAND
DISTURBANCE ZONES

WETLAND DISTURBANCE TABULATIONS

CATEGORY	AREA (acres)
PREVIOUS EXEMPTED MAPPED WETLAND ZONES	
Exempted Wetland Zones	0.067
Exempted 25' Wetland Buffer Zones	0.198
PROPOSED WETLAND DISTURBANCE ZONES	
Total Permanent Wetland Disturbance Zones	0.033

NOTE:

1.

EXEMPTED WETLAND, AND 25'
WETLAND BUFFER AREAS, HAVE
BEEN DETERMINED BY
BRECKENRIDGE TOWN ENGINEERING
DEPARTMENT BASED ON ANALYSIS
REPORT PROVIDED BY
WETLAND/ENVIRONMENTAL
CONSULTANT DURING THE MASTER
PLAN REVIEW PROCESS. THE
AGGREGATE OF THESE AREAS ARE
NOW EXEMPT FROM WETLAND
DISTURBANCE CLASSIFICATION FOR
DEVELOPMENT REVIEW, BASED ON
THESE DETERMINATIONS. THESE
AREAS ARE SHOWN FOR
CONTEXTUAL REFERENCE ONLY.

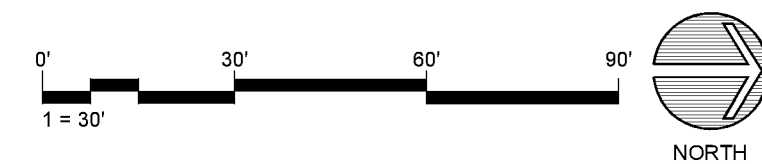
2.

AREAS CALCULATED ARE BASED ON
PROPOSED AND EXISTING PLATTED
LOT BOUNDARIES.

3.

FINAL DISTURBANCE ZONES TO BE
DETERMINED IN FINAL
DEVELOPMENT PLAN SUBMITTAL
WHEN DETAILED GRADING DESIGN
PLANS ARE FINALIZED, AND
DISTURBANCE AREAS ARE FURTHER
DEFINED.

Drawing: JA2019026 Breckenridge Gondola Lot Dev05 CAD/Sheets000 Exhibits-Coordination06 GRS_SiteDiagrams Wetland Disturb
Last Saved: October 25, 2023 10:57:50 AM by Zearhart
Last Plotted: 10/25/2023 11:00:33 AM
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From: [Chris Kulick](#)
To: [Richard Himmelstein](#)
Cc: [Sarah Crump](#); [Mark Truckey](#); [Shannon Smith](#); [Kendra Hane](#)
Subject: FW: Imperial Development next to One Ski Hill Place
Date: Tuesday, January 28, 2025 4:12:30 PM
Attachments: [Recording-936240_page 2.pdf](#)
[Recording-936240_page 1.pdf](#)
[Plat OSHP Recording-938268.pdf](#)
[image001.png](#)

Hi Richard:

We have received your email. I will forward this information over to our Engineering Department for consideration.

Thanks,



Chris Kulick, AICP
Planning Manager, Community Development
Town of Breckenridge
150 Ski Hill Road – PO Box 168
Breckenridge, CO 80424
Direct: 970-453-3371, Main: 970-453-3160
chrisk@townofbreckenridge.com

From: Richard Himmelstein <richard.himmelstein@gmail.com>
Sent: Monday, January 27, 2025 7:00 PM
To: Chris Kulick <chrisk@townofbreckenridge.com>
Cc: Alexandra Foroglou <alexinwinterland@yahoo.com>; Pat Gordon <pgordon@eplawyers.com>;
mike@vahabzadegan.com; Ryan Taylor <Rtaylor2@vailresorts.com>; Marianne McMahon
<mmcmahon@vailresorts.com>
Subject: Re: Imperial Development next to One Ski Hill Place

External Message - Please confirm you know the sender!

Hi Chris, Kindly confirm receipt of the below email. Thank you.

Regards,

Richard B. Himmelstein
Phone: (970) 368-2010
email: richard.himmelstein@gmail.com

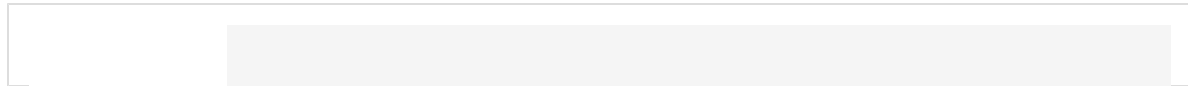
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On Thu, Jan 23, 2025 at 1:34 PM Richard Himmelstein

<richard.himmelstein@gmail.com> wrote:

Hi Chris,

We had a civil engineer review the geotech report for One Ski Hill Place ("OSHP") For ready reference, see link to geotech report below:



As previously noted, the OSHP plat attached shows a shoring tieback easement (Reception No. 936240). Also attached is the recording itself. Basically, OSHP has an easement area of 28.34' deep x 120' long. According to our engineer's position is that this area needs to remain undisturbed in the building process for the Imperial Hotel. This would include not planting any landscaping in said area. Kindly confirm that the planning department supports this.

Thank you for your time and attention to this matter.

Regards,

Richard B. Himmelstein
Phone: (970) 368-2010
email: richard.himmelstein@gmail.com

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From: Richard Himmelstein <richard.himmelstein@gmail.com>
Sent: Tuesday, January 14, 2025 7:56 PM
To: Chris Kulick <chrisk@townofbreckenridge.com>
Cc: Pat Gordon <pgordon@eplawyers.com>; Alexandra Foroglou <alexinwinterland@yahoo.com>
Subject: Imperial Hotel

External Message - Please confirm you know the sender!

Chris, hope you are well. Please confirm that you will share the below email with the planning commissioners. Thank you.

=====

Dear Planning Board Commissioners:

I own two properties at the base of Peak 8 (a condo unit at One Ski Hill Place and a residence at 19 Peak Eight Court).

I support development that respects the Peak 7-8 Master Plan and serves to benefit the entire Peak 7-8 community. With that said, I am very concerned about the height of the Imperial hotel based on the below picture in the Summit Daily:



Immediately adjacent to One Ski Hill Place ("OSHP"), it appears that the Imperial Hotel will be approximately 7 1/2 stories tall.

OSHP steps down next to the Imperial Hotel. Accordingly, the Imperial Hotel should also step down next to OSHP. Based on the above picture, it appears to me that the Imperial Hotel is approximately 3 1/2 stories taller than OSHP. The massive height of the Imperial Hotel immediately adjacent to OSHP would create a canyon effect and a wind tunnel. The natural light and views from OSHP to the east would be gone.

Per the Master Plan, OSHP is the flagship building and is supposed to be the tallest building at the base of Peak 8. If the Imperial Hotel does not properly step down next to OSHP, it will supplant OSHP as the flagship building (which would not be in compliance with the Master Plan).

When our unit owners purchased at OSHP, the Master Plan (and models shown to us) had this proposed development a maximum height of 35'. Specifically, I am respectfully requesting that the top building floor elevation of the Imperial Hotel, immediately adjacent to OSHP, be no higher than the top finish floor of OSHP.

Note: OSHP top finish floor immediately adjacent to the Imperial Hotel is level 4 (which I believe has a finish floor level of 9,992). The 9,992 finish floor elevation is calculated by using the plaza elevation of 9,956 which is the finish floor of the 1st floor plus 3 floors @ 12' height equals the 9,992 finish floor elevation.

A few other points to mention:

1. The existing plaza area at the base of Peak 8 has a base elevation of 9,956. The Imperial Hotel plaza area will be significantly higher than the existing plaza area. The Imperial Hotel needs to have direct pedestrian access on the ski resort side (e.g., heated ADA compliant walkway) to the existing plaza area and gondola (this will help mitigate vehicular traffic on Ski Hill Rd.). The guests at the Imperial Hotel will want to use the public amenities at the base of Peak 8 (ski shop, lift tickets, coffee shop, ice skating rink, restaurants). Further, concerned about a possible pinch point for skiers (e.g., skiers trying to get back to the Imperial Hotel from the base of Peak 8) if there is not a designated walkway. If there is not a walkway, pedestrians (non-skiers will be on the ski resort walking to/from the Imperial Hotel) or said skiers, instead of taking a lift, may opt to walk up the hill on the ski resort, back to the Imperial Hotel (which could interfere with skiers skiing from Trygve's run to the base area seeking a different lift). Digressing, Seeing pedestrians trying to walk up snow and navigate around skiers would not make the base of Peak 8 feel like a world class ski resort. In fact, the bottom of the ski area is inside the ToB limits and any collision could cause litigation and liability for the ToB. Failure to not have the Imperial Hotel

accessible to the gondola (on the ski resort side) will have serious safety issues in perpetuity.

2. Extending the gondola operation during ski season (currently operating until 5pm). Extending to 8pm allows people from the base of Peak 7-8 to commute to town for dinner and back. It would also benefit the restaurants at the base of Peak 7-8 by bringing new parties up to patronize the restaurants at the base of Peak 7-8.

Thank you for your time, attention and consideration.

Regards,

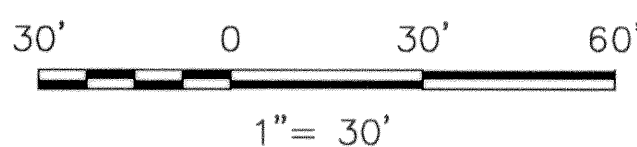
Richard B. Himmelstein

Phone: (970) 368-2010

email: richard.himmelstein@gmail.com

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CONDOMINIUM MAP



MAP LEGEND

GCE = GENERAL COMMON ELEMENT AS DEFINED IN SECTION 2.24 OF THE CONDOMINIUM DECLARATION FOR ONE SKI HILL PLACE ("DECLARATION")

RLCE = LIMITED COMMON ELEMENT APPURTENANT TO ONE OR MORE RESIDENTIAL UNITS AS DESCRIBED IN SECTION 2.26 OF THE DECLARATION

ALCE = LIMITED COMMON ELEMENT APPURTENANT TO ONE OR MORE AMENITY UNITS AS DESCRIBED IN SECTION 2.26 OF THE DECLARATION

CLCE = LIMITED COMMON ELEMENT APPURTENANT TO ONE OR MORE COMMERCIAL UNITS AS DESCRIBED IN SECTION 2.26 OF THE DECLARATION

MCE = MASTER COMMON ELEMENT AS DEFINED IN SECTION 2.31 OF THE DECLARATION

POC = POINT OF COMMENCEMENT

POB = POINT OF BEGINNING

#1 = #5 REBAR AND 1-1/2" ALUM CAP STAMPED "TT LS 11993"

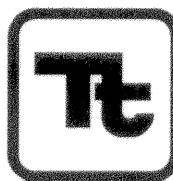
#2 = NAIL & 1" TAG STAMPED "TT 11993"

NOTES

- DIMENSIONS ARE TO INTERIOR FACE OF SHEET ROCK.
- C = CEILING HEIGHT TO INTERIOR FACE OF SHEET ROCK,
B.O.B. = BOTTOM OF BEAM, B.O.I. = BOTTOM OF INSULATION
- DIMENSIONS MEASURED IN BUILDING SEPTEMBER 2009 - APRIL 2010.
- INACCESSIBLE SPACE IS GENERAL COMMON ELEMENT - GCE

LINE	LENGTH	BEARING
L21	33.90	N01°26'34"W
L22	21.37	N05°26'51"W
L23	16.41	N84°14'14"E
L24	17.20	N84°14'14"E
L25	10.44	S16°33'01"W
L26	9.62	S58°33'28"W
L27	9.72	S58°33'28"W
L28	28.63	S35°33'14"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	2.51	S08°18'46"E
L2	4.50	N81°41'14"E
L3	2.49	S08°18'46"E
L4	12.71	N81°41'14"E
L5	14.67	N05°45'46"W
L6	28.34	S84°14'14"W
L7	28.34	S84°14'14"W
L8	5.95	S58°33'28"W
L9	78.35	S36°25'49"E
L10	26.09	N09°25'36"W
L11	9.12	S81°01'11"W
L12	21.38	S81°01'11"W
L13	36.00	N09°25'36"W
L14	10.49	S81°01'11"W
L15	10.00	S05°45'46"E
L16	73.14	N84°24'37"E
L17	37.01	S73°26'59"E
L18	10.00	N16°33'01"E
L19	80.92	S73°26'59"E
L20	108.76	N52°26'46"W



TETRA TECH

www.tetrattech.com

130 SKI HILL RD, SUITE 130
Breckenridge, CO 80424
453-6394 FAX: 970 453-4579

MARK	DATE	DESCRIPTION	BY
1	04-26-10	Final Condo Map	SMT

Client: Vail Resorts Development Co
Proj. Loc.: One Ski Hill Place, Peak 8

SITE PLAN

Project No.:	133-23503-09008
Designed By:	RG
Drawn By:	SMT
Checked By:	CDD

2 of 21

Copyright: Tetra Tech

AMENDMENT TO PEAK 8 SUBDIVISION FILING NO. 1,

AN AMENDMENT OF PEAK 8 SUBDIVISION FILING 1 RECEPTION NO. 877957
LOCATED IN THE SOUTHWEST ONE QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE 6TH P.M., TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO
SHEET 1 OF 2

OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT:

VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION, BEING THE OWNER OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION FILING NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO AT RECEPTION NO. 877957 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE 6TH P.M., TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO; AND

ONE SKI HILL PLACE, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF LOT 1, PEAK 8 SUBDIVISION FILING NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO AT RECEPTION NO. 877957 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE 6TH P.M., TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO; AND

HAVE LAID OUT, RESUBDIVIDED AND REPLATED THE SAME INTO AN AMENDED LOT 1 AND AN AMENDED REMAINDER OF TRACT C AS SHOWN HEREON UNDER THE NAME AND STYLE OF AMENDMENT TO PEAK 8 SUBDIVISION FILING NO. 1 SUBJECT TO THE EASEMENTS AND PLAT NOTES SET FORTH ON THE PLAT OF PEAK 8 SUBDIVISION FILING NO. 1 RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO AT RECEPTION NO. 877957 AND SUBJECT TO THE PLAT NOTES HERE ON.

IN WITNESS WHEREOF, VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION, AND ONE SKI HILL PLACE, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAVE CAUSED THEIR NAMES TO BE HEREUNTO SUBSCRIBED THIS _____ DAY OF MARCH, 2010.

VAIL SUMMIT RESORTS, INC.,
A COLORADO CORPORATION

BY: VAIL RESORTS DEVELOPMENT COMPANY,
A COLORADO CORPORATION,
ITS AUTHORIZED AGENT

BY: _____
ALEX ISKENDERIAN, VICE PRESIDENT

ONE SKI HILL PLACE, LLC,
A COLORADO LIMITED LIABILITY COMPANY

BY: VAIL RESORTS DEVELOPMENT COMPANY,
A COLORADO CORPORATION, ITS MANAGING MEMBER

BY: _____
ALEX ISKENDERIAN, VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF COLORADO }
COUNTY OF SUMMIT } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF MARCH, 2010, BY ALEX ISKENDERIAN AS VICE PRESIDENT OF VAIL RESORTS DEVELOPMENT COMPANY, A COLORADO CORPORATION, AUTHORIZED AGENT OF VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION.

WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES: _____

Justina Hernandez
NOTARY PUBLIC

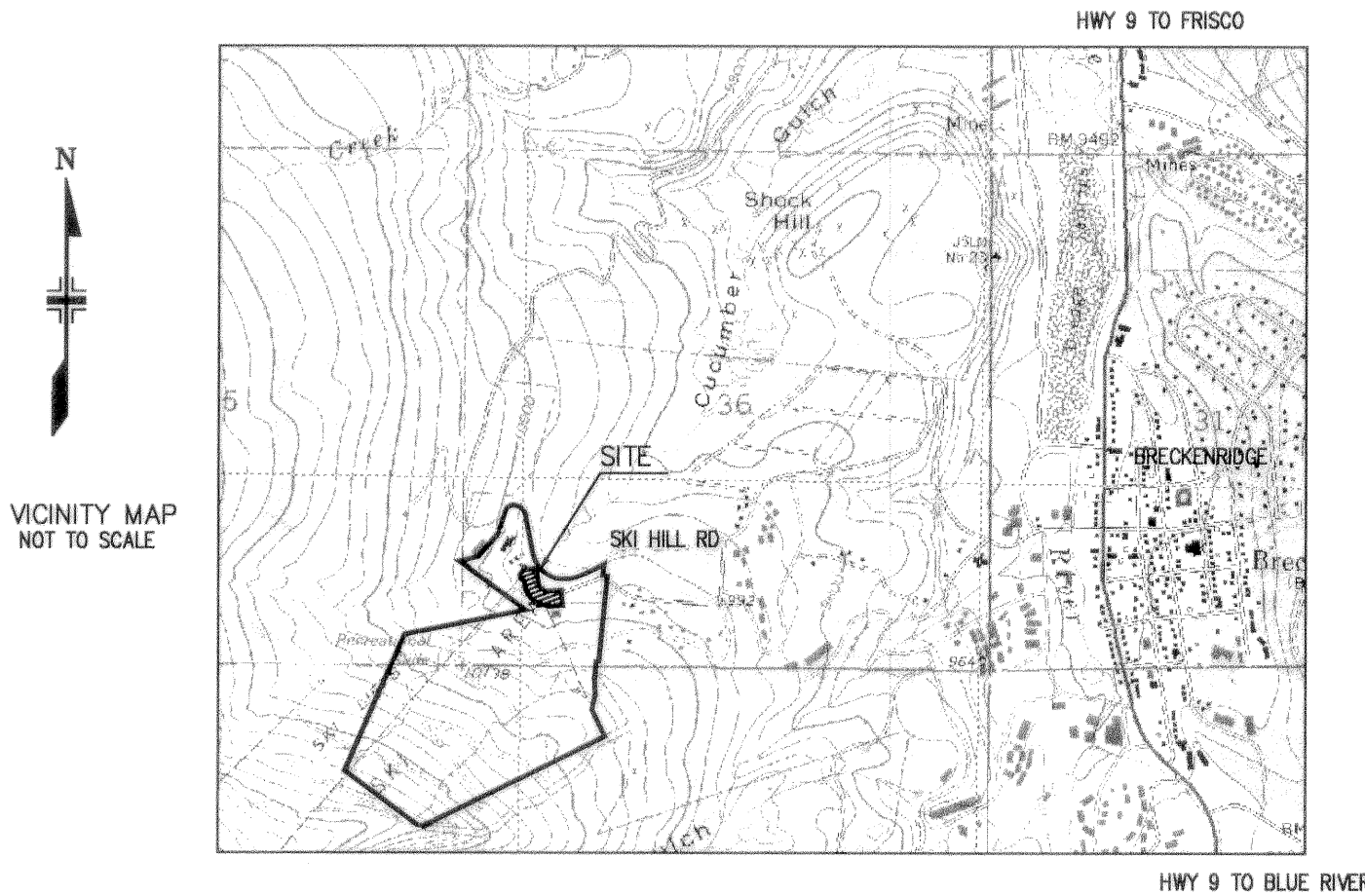


STATE OF COLORADO }
COUNTY OF SUMMIT } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF MARCH, 2010, BY ALEX ISKENDERIAN AS VICE PRESIDENT OF VAIL RESORTS DEVELOPMENT COMPANY, A COLORADO CORPORATION, THE MANAGING MEMBER OF ONE SKI HILL PLACE, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES: _____

Justina Hernandez
NOTARY PUBLIC



PLAT NOTES

1. VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION, BEING THE OWNER OF THE REMAINDER OF TRACT C AS REPLATED BY THIS AMENDMENT TO PEAK 8 SUBDIVISION FILING NO. 1, HEREBY RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AND HEREBY GRANTS, DEDICATES AND CONVEYS TO ONE SKI HILL PLACE, LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT IN, THROUGH AND UNDER THOSE PORTIONS OF THE REMAINDER OF TRACT C DESIGNATED ON THIS PLAT AS AN EASEMENT CONTAINING THE WORDS "SHORING THE BACK" IN ITS DESCRIPTIVE NAME (EACH A "SHORING THE BACK EASEMENT" AND, COLLECTIVELY, THE "SHORING THE BACK EASEMENTS"), WHICH SHORING THE BACK EASEMENTS MAY BE USED SOLELY FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING THE UNDERGROUND IMPROVEMENTS AND FACILITIES CONNECTED TO SHORING WALLS LOCATED WITHIN LOT 1, PEAK 8 AS REPLATED BY THIS AMENDMENT TO PEAK 8 SUBDIVISION FILING NO. 1. VAIL SUMMIT RESORTS, INC. IS HEREBY RELEASED FROM ANY LIABILITY ASSOCIATED WITH THE USE OF SUCH SHORING THE BACK EASEMENTS AND ANY FACILITIES OR IMPROVEMENTS LOCATED THEREIN OR ASSOCIATED THEREWITH, INCLUDING WITHOUT LIMITATION LIABILITY ASSOCIATED WITH THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT OF SUCH SHORING THE BACK IMPROVEMENTS AND FACILITIES. VAIL SUMMIT RESORTS, INC. RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF PROTECTING THE RIGHTS TO PEACEFUL ENJOYMENT OF THE REMAINDER OF TRACT C, THE RIGHT TO PLACE REASONABLE RESTRICTIONS ON THE TIME AND MANNER OF ANY CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT OF THE IMPROVEMENTS OR FACILITIES LOCATED WITHIN SUCH SHORING THE BACK EASEMENTS.

2. VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION, BEING THE OWNER OF THE REMAINDER OF TRACT C AS REPLATED BY THIS AMENDMENT TO PEAK 8 SUBDIVISION FILING NO. 1, HEREBY RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AND HEREBY GRANTS, DEDICATES AND CONVEYS TO ONE SKI HILL PLACE, LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT IN, THROUGH AND UNDER THOSE PORTIONS OF THE REMAINDER OF TRACT C DESIGNATED ON THIS PLAT AS AN EASEMENT CONTAINING THE WORDS "STONE COLUMN" IN ITS DESCRIPTIVE NAME ("STONE COLUMN EASEMENT"), WHICH STONE COLUMN EASEMENT MAY BE USED SOLELY FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING THE IMPROVEMENTS CONSTITUTING THE STONE COLUMN LOCATED WITHIN THE AREA OF THE STONE COLUMN EASEMENT. VAIL SUMMIT RESORTS, INC. IS HEREBY RELEASED FROM ANY LIABILITY ASSOCIATED WITH THE USE OF SUCH STONE COLUMN EASEMENT AND ANY IMPROVEMENTS LOCATED THEREIN OR ASSOCIATED THEREWITH, INCLUDING WITHOUT LIMITATION LIABILITY ASSOCIATED WITH THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT OF SUCH STONE COLUMN IMPROVEMENTS. VAIL SUMMIT RESORTS, INC. RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF PROTECTING THE RIGHTS TO PEACEFUL ENJOYMENT OF THE REMAINDER OF TRACT C, THE RIGHT TO PLACE REASONABLE RESTRICTIONS ON THE TIME AND MANNER OF ANY CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT OF THE IMPROVEMENTS LOCATED WITHIN THE STONE COLUMN EASEMENT. VAIL SUMMIT RESORTS, INC. FURTHER RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO REMOVE THE STONE COLUMN AND IMPROVEMENTS ASSOCIATED THEREWITH AND TO TERMINATE THE STONE COLUMN EASEMENT IN CONNECTION WITH THE CONSTRUCTION BY VAIL SUMMIT RESORTS, INC., ITS SUCCESSORS OR ASSIGNS, OF ADDITIONAL IMPROVEMENTS ON THE REMAINDER OF TRACT C ADJACENT TO LOT 1.

TITLE COMPANY CERTIFICATE

LAND TITLE GUARANTEE COMPANY DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN HEREON AND ALL LANDS HEREIN DEDICATED BY VIRTUE OF THE PLAT AND TITLE TO ALL SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS 24th DAY OF MARCH, A.D., 2010.
AGENT

TOWN OF BRECKENRIDGE CERTIFICATE:

THIS PLAT IS APPROVED THIS 24th DAY OF MARCH, A.D., 2010.

TOWN OF BRECKENRIDGE

BY: _____
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

NOTICE: PUBLIC NOTICE IS HEREBY GIVEN THAT THE TOWN OF BRECKENRIDGE HEREBY ACCEPTS ALL OF THE OFFERS OF DEDICATION MADE BY THIS MAP. HOWEVER, SUCH ACCEPTANCE DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS AND RIGHTS OF WAY REFLECTED HEREON FOR MAINTENANCE BY THE TOWN. UNTIL SUCH ROADS AND RIGHTS OF WAY MEET TOWN ROAD SPECIFICATIONS AND ARE SPECIFICALLY ACCEPTED BY THE TOWN, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID ROADS AND RIGHTS OF WAY ARE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE LAND EMBRACED WITHIN THIS SUBDIVISION. [NOTE: THE TOWN CERTIFICATE ON ANY CONDOMINIUM MAP MAY BE EXECUTED BY THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT, OR ANY ASSISTANT DIRECTOR.]

CERTIFICATE OF TAXES PAID:

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF ALL TAXES DUE AND PAYABLE AS OF THE 1st DAY OF March, 2010 UPON PARCELS OF REAL ESTATE DESCRIBED ON THIS MAP ARE PAID IN FULL.

DATED THIS 22nd DAY OF MARCH, A.D., 2010.

Rich Walker
SUMMIT COUNTY TREASURER
OR DESIGNEE



TOWN CLERK'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF SUMMIT } ss.
TOWN OF BRECKENRIDGE }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 11:04 O'CLOCK, A.M. THIS 24th DAY OF MARCH, A.D., 2010.

TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF SUMMIT } ss.
TOWN OF BRECKENRIDGE }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 11:40 O'CLOCK, A.M. THIS 24 DAY OF MARCH, A.D., 2010.

AND FILED UNDER RECEPTION NUMBER 936240

SUMMIT COUNTY, COLORADO CLERK AND RECORDER

BY: Kathleen Neel



SURVEYOR'S CERTIFICATE

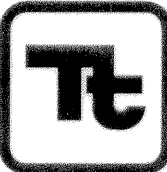
I, PAUL T. GILBERT, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO HEREBY CERTIFY THAT A LAND SURVEY OF THE AFORESAIDED PROPERTY WAS MADE UNDER MY DIRECT SUPERVISION. I FURTHER CERTIFY THAT THE LAND SURVEY INFORMATION SHOWN HEREON IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS 17 DAY OF MARCH, A.D., 2010.

Paul T. Gilbert
PAUL T. GILBERT, COLORADO PLS 11993
FOR AND ON THE BEHALF OF TETRA TECH

BASIS OF BEARINGS:
ALL BEARINGS CONTAINED HEREIN ARE BASED UPON AN ASSUMED BEARING OF N53°46'11"W, A DISTANCE OF 844.40 FEET ALONG A LINE OF TRACT C BETWEEN THE MONUMENTS AS SHOWN SHEET 2.

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



TETRA TECH

www.tetrattech.com
130 SKI HILL RD, SUITE 130
BRECKENRIDGE, CO 80424
PHONE: 970 458-6394 FAX: 970 458-4578

MARK	DATE	DESCRIPTION	BY
1	03-18-2010	PLAT AMENDMENT	SMT

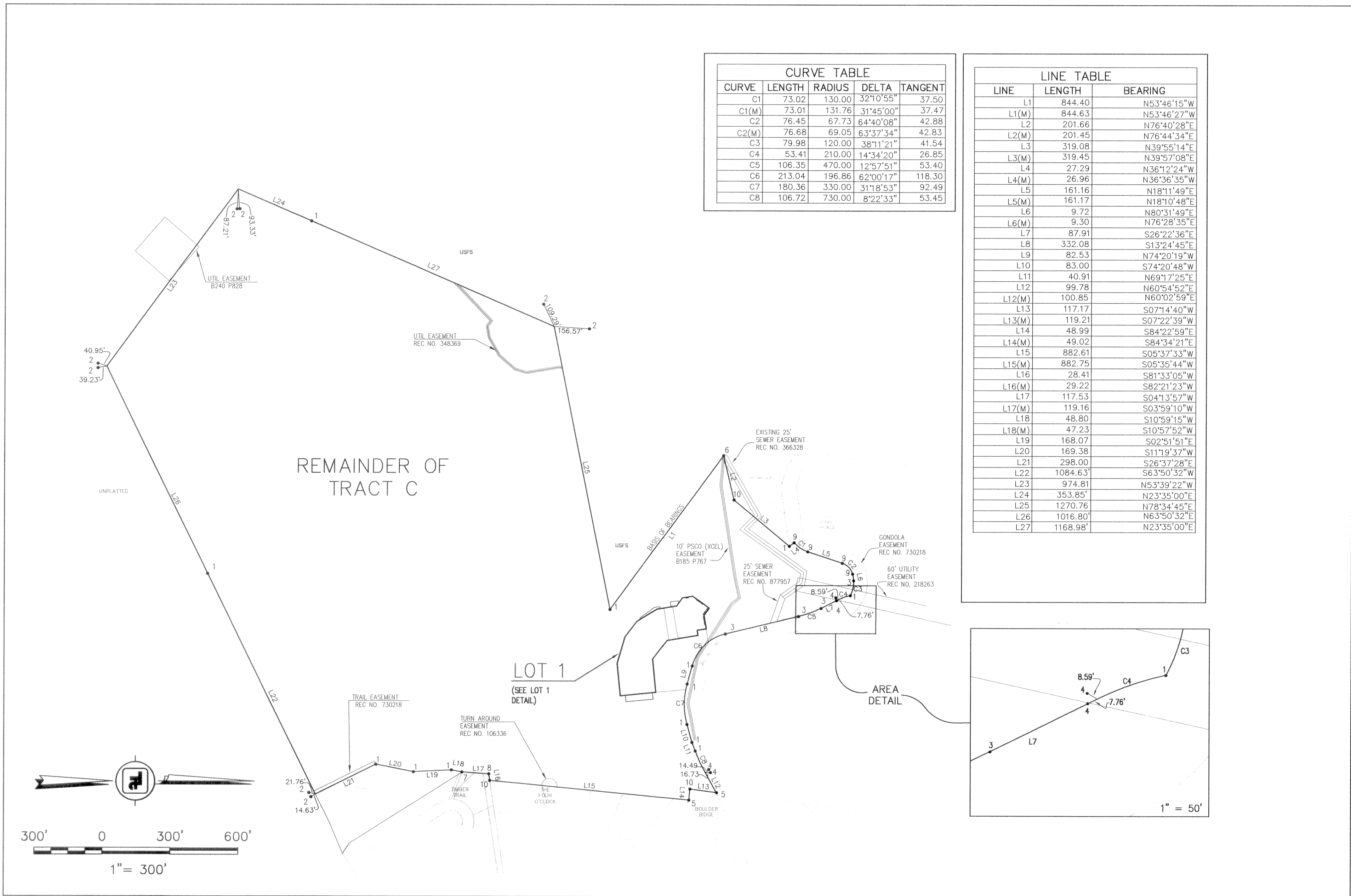
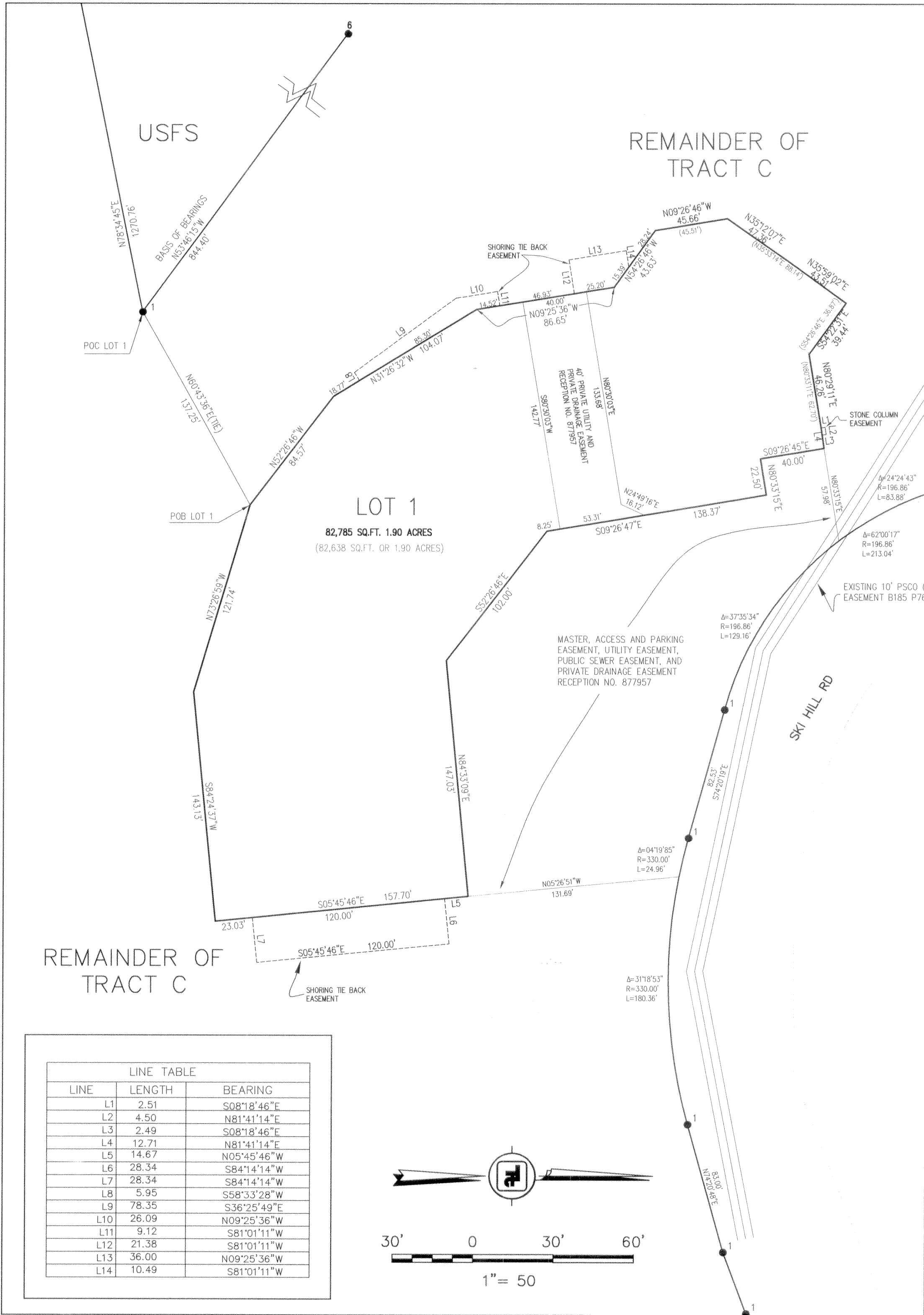
Client: Vail Resorts Development Co. Proj. Loc.: One Ski Hill Place, Peak 8	Project No.: 133-23503-09008
PEAK 8 SUBDIVISION FILING 1, LOT 1 PLAT AMENDMENT	Designed By: RG
	Drawn By: SMT
	Checked By: CDD

AMENDMENT TO PEAK 8 SUBDIVISION FILING NO. 1

AN AMENDMENT OF PEAK 8 SUBDIVISION FILING 1 RECEPTION NO. 877957

LOCATED IN THE SOUTHWEST ONE QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE 6TH P.M., TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO

SHEET 2 OF 2



NOTES:

RECORD AREA, RECEPTION NO. 730218 FOR TRACT C = 111.19 ACRES

CALCULATED AREA, REMAINDER OF TRACT C = TRACT C (108.26 ACRES) - LOT 1 (1.90 ACRES) = 106.36 ACRES MORE OR LESS

BASIS OF BEARINGS: ALL BEARINGS CONTAINED HEREIN ARE BASED UPON AN ASSUMED BEARING OF N53°46'15"W, A DISTANCE OF 844.40 FEET ALONG A LINE OF TRACT C 1 BETWEEN THE MONUMENTS AS SHOWN.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY TETRA TECH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT-OF-WAY, AND TITLE OF RECORD.

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



www.tetratech.com
130 SKI HILL RD, SUITE 130
BRECKENRIDGE, CO 80424
PHONE: 970 459-6394 FAX: 970 459-4879

MARK	DATE	DESCRIPTION	BY
1	03-18-2010	PLAT AMENDMENT	SMT

Client: Vail Resorts Development Co.
Proj. Loc.: One Ski Hill Place, Peak 8
PEAK 8 SUBDIVISION FILING 1, LOT 1 PLAT AMENDMENT

Project No.: 133-23503-09008
Designed By: RG
Drawn By: SMT
Checked By: CDD