



Planning Commission Regular Meeting

Tuesday, April 1, 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. BGV PARCEL 2 WORKFORCE HOUSING AND PARKING LOT IMPROVEMENTS (SVC) 415 NORTH PARK AVENUE; PL-2024-0422

IV. WORK SESSIONS (6:15PM)

- A. NEIGHBORHOOD PRESERVATION POLICY (CK)

V. OTHER MATTERS (6:45PM)

- A. TOWN COUNCIL SUMMARY

VI. ADJOURNMENT (7:00PM)



Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With the below changes, the March 4, 2025 Planning Commission Minutes were approved.

Mr. Giller asked that his comments should be revised to state, “this is a handsome design and code-compliant building,” on page 6.

APPROVAL OF AGENDA

With no changes, the March 18, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comments.

CONSENT CALENDAR:

1. Beaver Run Summer 2025 Conference and Events Tent (EM), 620 Village Rd., PL-2025-0039

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

TOWN PROJECTS:

1. Driving Range Netting (EM), 200 Clubhouse Drive, PL-2024-0505

Ms. Muncy presented a proposal to install 30 ft. tall netting along the west side of the Golf Course Driving Range and 20 ft. tall netting along the north end of the Golf Course Driving Range.

Commissioner Questions / Comments:

There were no questions from Commissioners.

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

Mr. Leas:	This is a modification to what was seen before. Hopefully the changes will be an improvement and have limited visibility for adjacent homeowners.
Mr. Giller:	I like the changes and integration of the netting into the trees.
Ms. Propper:	No comments.
Ms. Gort:	No comments.
Mr. Frechter:	I hope the Town Council received input from golfers as well as residents. I think it is a missed opportunity to not have netting between the driving range hole 1 of the Elk. We’re putting a 30-foot-high fence on the west; there could also be a fence placed below the berm up to 30 feet tall on the east side and it would not be visible and serve a purpose to collect balls. I would encourage Town Council to reconsider not having a fence on that side and for the Recreation Department or Golf Team to reapply.
Mr. Guerra:	No comments.

Ms. Propper made a motion to recommend approval of the Driving Range Netting Town Project to the Town Council, seconded by Mr. Giller. The motion passed 7 to 0.

WORK SESSIONS:

1. Runway Neighborhood Master Plan Amendment Work Session (AB), 51 Fraction Rd., PL-2025-0011
Ms. Brackett presented a proposal to amend the Block 11 Master Plan to allow for the proposed Runway Development to construct 148 workforce housing units plus 44 optional ADUs. The Planning Area-B of the tract will remain allocated to governmental uses, such as open space, recreation, public works storage, and snow storage. The following specific questions were asked of the Commission:

1. Does the Commission agree with the level of architectural design guidance provided in the Master Plan?
2. Does the Commission have any comments on the proposed setbacks and building separations?
3. Does the Commission support individual trash and recycling service for duplex lots?
4. Does the Commission agree with awarding positive three (+3) points for recreation connections?
5. Does the Commission support the proposed fencing?
6. Does the Commission have any other comments on the draft Master Plan?

Mr. Guerra disclosed that the developer applicant for this project, Suzanne Allen-Sabo, is his ex-wife and business partner but he has no financial or other interests in this project and does not feel he should recuse himself. No Commissioners opposed.

Commissioner Questions / Comments:

- Mr. Leas: I see over an acre for Planning Area B and we're going to designate that for snow storage and government use. We don't have a lot of area that is developable in the future. I don't understand the logic of that function there because the Town is already hauling snow. Snow from this site could go to wherever other snow is being hauled. I think we should go ahead and plan for future development in Planning Area B by going ahead with utility work and planning for any future home sites in this location. We're being foolish to not do that now. (Mr. Kulick: We have thought about the potential for houses and development in the PA-B location and have had lots of discussions with staff regarding this. The recent housing developments, Alta Verde and Stables Village for examples, have occurred in areas traditionally used by the Town for snow storage. Losing snow storage in this area was a main concern and compromise for Public Works with this project. We can acknowledge that it would be more expensive to place housing here in the future by not doing the utility and planning work now, but this plan does not preclude that from ever happening.) We need to be aware that there is a cost to not developing and planning for this area now.
- Mr. Frechter: The building separation of 15 feet would override the 3-foot side setback? (Ms. Brackett: Yes.) Are these setbacks similar to Wellington and Stables? (Ms. Brackett: These setbacks are narrower but allow for room for drainage between buildings.)
- Ms. Gort: In the architectural design standards it talks about mining aesthetic, can you elaborate? (Ms. Brackett: We are trying to pull away from that type of vague language open to interpretation. And want to get feedback on removing those details from the master plan.)
- Mr. Smith: Has there been consideration for public parking here to access recreation amenities, such as fishing? Something to consider. Setbacks – are they first come first serve? Can a neighbor add an addition to 3 feet and would their neighbor only be allowed 12 feet? There is a potential for conflict there without some clarifying language. (Ms. Brackett: Parking that is not signed as assigned would be open for guests and the public, the way

- public parking for the park is now operated at Blue 52.) (Mr. Kulick: We should consider the public fishing/recreation parking needs.)
- Ms. Propper: Mr. Leas' point about Planning Area B is well taken; I was focusing on the tremendous need for affordable housing in Town, this being one of the last areas to build, and noticed the lack of higher density units. Condos or some greater density units, instead of single-family and duplex units could also be included here. (Mr. Kulick: This being a flatter buildable site and the amount of buildable density, the Council has deliberated about the unit types. There is a need in Town for all housing unit types and this was the desired unit mix of the Council for this location. There could be good arguments for many different unit mixes, but this is the unit mix and price points that the Town Council supports.) Will there be an e-bike station in this neighborhood? (Ms. Brackett: Yes, we are planning for that.)
- Mr. Giller: Will there be any screening from Highway 9 for this neighborhood? (Ms. Brackett: There is no additional screening planned at this time. Mr. Kulick: The grade change from the highway makes screening more tricky. There will be proposed landscaping and softening along the Blue River for the residences that abut the east side.) I would add a goal to the master plan to add more trees on the east to provide buffer to the neighborhood from Highway 9. Fencing, this is a good way to screen neighboring properties from accumulated personal items stored in yards. This design is not a "split-rail" fence but a "timber-rail" fence, we should correct the name in the plan. Should we provide guidance on locating storage sheds, whether they should abut the structure, or design guidelines for locating them? I think it is better when they are closer to the primary residence. (Ms. Brackett: We can draft language to minimize haphazard placement of sheds.)
- Mr. Leas: I think general shed qualifications in the master plan make sense, but specifics could be left to the HOA declarations.
- Mr. Guerra: I clued into the parking and fencing issues raised by other Commissioners and don't have any additional questions.

The applicants, which included Melanie Leas, Housing Project Manager for the Town of Breckenridge, Susanne Allen-Sabo with Allen-Guerra Architecture, and Lindsey Newman and Tori Aidala, both with Norris Designs, gave a presentation on the proposed neighborhood.

- Mr. Frechter: There is a connection between the garage and the homes on these designs. Why are there not more connected garages in Wellington? Some units have built these connections in Wellington after the fact, but our HOA board seems to discourage them. How will the multi-family units pay for trash? (Ms. Allen-Sabo: The townhomes will be in a separate HOA and pay for trash collection separately; this is how we worked it out in Stables Village.) Will there be a new bus route and will it go north and south? (Ms. Brackett: That hasn't been completely worked out, but it will go both directions.) I think we should allow composite materials for fencing, for the same reasons and sustainability issues for the non-natural materials allowed on the structures. This avoids paint chips and required painting maintenance.
- Ms. Gort: No questions.
- Mr. Smith: No questions.
- Mr. Giller: I only have the previously noted questions and comments regarding necessary screening for balconies and porches and my same comments with respect to shed locations.
- Mr. Leas: The bus stop, two are going northbound and southbound on Floradora, and the third is south at Fraction Road, will there be a bus stop further south near Phase 2 homes? (Ms. Aidala: The bus stop for Phase 2 will be an existing stop at the access road north of

Breck Terrace. We did an 800 ft analysis and felt these homes could be served by that existing stop.) The front of the units facing the river, will those have a front door facing the river? (Ms. Allen-Sabo: The front door will be facing the river, although it won't be a "front door." We are doing more studies to add a side door on these units that would function as the front door. We do want to keep the front porch feel on these units facing the river. The front porch roof stepping down would serve a purpose as well to set the neighborhood scale and appearance from the highway view corridor.)

Mr. Smith: Will ADUs be above the garage? (Ms. Sabo: Yes.)

Mr. Guerra: No questions.

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

Mr. Leas: We need to increase density if we are going to solve the housing problem. I think this is a good example of that being done. I can't help but notice since Breck Terrace is adjacent, I think the Town should tell the ski resort that they have the real estate and resources to redevelop Breck Terrace and solve their employee housing issues on their own property. I think this is a great project.

1. Yes.
2. Yes.
3. Yes.
4. Yes.
5. Yes.

Mr. Giller:

1. I would like to again note my previous comments on buffering and screening.
2. Yes.
3. Yes, in this instance.
4. Correct "split rail" to "timber rail."
5. Design has good bones; this is a good orientation of homes with the Blue River and a sound design of the flowing Floradora Drive extension.

Ms. Propper:

1. Yes, I agree with the level of architectural design guidelines.
2. Yes.
3. Yes.
4. Yes.
5. Subject to comments on fencing I agree.

Mr. Smith:

1. Looks like a nice neighborhood. The architectural design requirements are a good level for a master plan.
2. Yes.
3. Yes.
4. Yes.
5. Yes.

Ms. Gort:

1. I agree with comments on screening. Yes.
2. Yes.
3. Yes.
4. Yes.

5. Yes.
6. This is nice to see the effort to balance all these elements: affordability, green infrastructure, access, transit, sustainability, etc. and I applaud the effort put into the project.

Mr. Frechter:

1. I don't agree with these architectural design guidelines. I think the first priority listed should be to maximize workforce housing, not achieve net-zero energy. Since ADUs are an option, it would be interesting to know how many owners built ADUs initially in Wellington versus Lincoln Park. The Council should encourage or mandate the ADUs. At a minimum, the spaces above the garage should be plumbed for ADUs and created to support the future structure. What is the difference in cost to go to net-zero versus a very high energy efficiency? There is a cost-benefit to this. Have previous projects been worth the cost? We could use the savings between going to high efficiency and net-zero to subsidize the price further or subsidize more units. Which is more important to the Town? Net-zero or more housing?
2. Yes to all other questions.

Mr. Guerra:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes, with noting comments from other Commissioners on fencing.
6. This is a beautiful design. I understand the competing factors to get to this point and believe it is a good design outcome.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:24 pm.

Ethan Guerra, Chair

Planning Commission Staff Report

Subject: Breckenridge Grand Vacations North Gold Rush Lot (Parcel 2) Employee Housing - Class A Final Hearing (PL-2024-0422)

Date: March 26, 2025 (for April 1, 2025 meeting)

Project Manager: Sarah Crump, AICP, Planner III

Owner: Vail Summit Resorts, Inc.

Applicant/Agent: Graham Frank, Breckenridge Grand Vacations (BGV) on behalf of Gondola Properties, LLC

Architect: Bill Campie, Principal, DTJ Design

Proposal: An application to develop eight 6-bedroom employee housing apartment units on the North Gold Rush Lot, described as Parcel 2 in the approved development agreement between the Town and BGV. The proposal includes a single building with parking underneath and improvements to the existing overflow skier parking lot. The apartment units consist of private suites connected to a central hallway and eight shared common and kitchen areas. The development will feature resident storage rooms, shared laundry and amenity spaces, an integrated trash enclosure, shared overflow skier parking, and detention pond.

A proposed roundabout at the intersection of Park Avenue and French Street will be reviewed as a separate application by the Engineering Department and CDOT. This development application for Parcel 2 contemplates the existence of the future roundabout which is required to be constructed prior to any certificates of occupancy being issued for development on Parcels 2 and 3.

Address: 415 North Park Avenue

Legal Description: Lot 1B Block 4 Parkway Center Sub Amended #1 Resub Parkway Center

Site Area: 5.98 acres

Land Use District: Land Use District 9.2 (10 UPA Residential)
The entire property is subject to the recently amended Gondola Lot Master Plan. The Master Plan provisions supersede the Land Use Guidelines regarding land use, density, mass, height, and parking requirements.

Existing Conditions: Much of the site is currently used as overflow guest parking for the Breckenridge Ski Resort. A paved surface parking pad exists and there is a substantial amount of mature lodgepole pine and spruce trees which line Park Avenue on the eastern property boundary. The site slopes downhill from south to north.

Adjacent Uses:	North: Parkway Center Condos (mixed-use residential/commercial) South: South Gold Rush Lot, future site of BGV Parcel 3 duplexes (residential) East: Parkway Center (commercial retail) West: Private open space
Allowed Density:	Per the Gondola Lot Master Plan, up to 21.7 Single Family Equivalents (SFEs) of density are allowed on the South Gold Rush Lot (up to 13.9 SFEs to be provided by the Town). 21.7 SFEs or 26,040 sq. ft. density for apartments. Under the Development Code 9-1-19-3A(D)(3), an additional 15 percent bonus density shall be added to the allowed density, inclusive of the density allowed through the master plan or by any regulation. Total Density Allowed (21.7 SFEs + 15% employee housing density bonus = 29,946 sq. ft.) Under Development Code 9-1-19-3A(D)(1) a maximum of ten percent shall be excluded from the calculated density of a residential employee housing project. Revised Total Density Proposed: 20,064 sq. ft. Recognized Total Density (10% exclusion): 20,064 sq. ft. x 90% = 18,058 sq. ft.
Mass:	A 15 percent mass bonus is allowed for apartments per the Gondola Lot Master Plan (29,946 sq. ft. + 15% mass bonus = 34,438 sq. ft.). Total Mass Allowed: 34,438 sq. ft. Revised Total Mass Proposed: 28,023 sq. ft.
Height:	Recommended Height: per the Gondola Lot Master Plan: <i>“The building(s) will be no more than grade plus three stories in height and integrated into the western hillside so that an appropriate backdrop and adequate screening to the east of the project are provided as allowed by the General Design Criteria for Land Use District #9-2.”</i> Three stories is equivalent to 38 feet. Proposed Height: 36’ 5” overall
Parking:	Per the Gondola Lot Master Plan 1.5 spaces required per apartment unit. Must meet parking requirements of the Ski Area Parking Agreement and allocations toward the parking agreement discussed in the April 9, 2024 development agreement. Required: 12 residential, 400 ski area spaces Proposed: 412 shared spaces (9 marked accessible)

Lot Coverage:	Open space/permeable area:	117,113 sq. ft. (45.0%)
	Hardscape area:	129,612 sq. ft. (49.7%)
	Building area:	13,938 sq. ft. (5.3%)
	Total Lot area:	260,663 sq. ft.

Snow Storage:	Hard surface to be plowed:	119,764 sq. ft.
	Required snow storage area (10% per development agreement):	11,976 sq. ft.
	Provided snow storage area:	11,989 sq. ft.

Setbacks:	Required setbacks for structures on a corner lot with multiple frontages:	
	Park Avenue Front:	15 feet
	Woods Drive Front:	15 feet
	West Side:	5 feet
	North Side:	5 feet
	Proposed Setbacks:	
	Park Avenue Front:	>15 feet
	Woods Drive Front:	>15 feet
	West Side:	>5 feet
	North Side:	>5 feet

Item History

This parcel was originally part of the Parkway Center Master Plan that was adopted in 1985. Throughout time, density has shifted around on the Parkway Center and Gondola Lot properties through a series of recorded density transfers. A second Master Plan, the Gondola Lot Master Plan was adopted in 2009 which included both North and South Gold Rush Lots as well as the Gondola Lots making the Parkway Center Master Plan no longer applicable to the North Gold Rush Lot.

For many years this property has served as a reservoir for ski area overflow guest parking. With a continued need for guest parking facilities and future buildout of the parcels anticipated, the Town and Vail Resorts entered into a parking agreement in 2003 that requires a total of 1,560 spaces to be provided on the four Gondola and Gold Rush Lots. However, the agreement stipulated the spaces to be shifted around among those properties and/or concentrated in a structure so that parking is not spread across all the properties. The agreement also stipulated that in the event of any development of the properties it will be the responsibility, as a part of such development, to provide all additional parking required for such development and to maintain the 1,560 spaces to be provided on those lots. With development of the South Gold Rush Lot, BGV must provide any displaced spaces on the North Gold Rush Lot to maintain the total of 1,560 spaces. Parking allocations were also contemplated in the recently adopted development agreement between the Town and BGV which was approved April 9, 2024 which determined that 400 spaces should be placed on North Gold Rush Lot.

Previous development plans were proposed for this parcel by BGV in 2022 which included a multi-level parking structure, integrated employee housing units, and a detachable grip gondola across Park Avenue for pedestrians as a development concept. That application was withdrawn and BGV subsequently entered into negotiations with Town Council for the development agreement discussed above which now governs development on this site, referred to as Parcel 2 throughout the agreement. Article 6 of the approved development agreement includes provisions for Parcel 2 including parameters for leasing the units, rental rates, and rental rate inclusions. Article 6 discusses and grants waivers or reliefs from the following: Policy 2 Land Use, Policy 7/R Site and Environmental Design, Policy 13 Snow Storage, Policy 22 Landscaping and off-street parking landscape requirements, and Policy 47 Fences, Gates and Gateway Entrance Monuments. The development agreement Article 6 also grants waivers from portions of the

Town's Engineering Code Chapter 5 Design Standards. The development agreement specifies that BGV must provide the Parcel 2 employee workforce housing units and receive a certificate of occupancy for those units prior to receiving a certificate of occupancy for any of the approved duplex units on Parcel 3 and requires completion of the French Street and Park Avenue roundabout prior to the certificate of occupancy being issued for the Parcel 2 employee workforce housing building. The development agreement requires use of an electric shuttle on overflow parking dates to transport users of the lot to the gondola plaza. Regarding landscaping, the project will be held to the landscaping standards and Park Avenue buffer tree retention plan envisioned in the "DTJ Design Parcel 2 Concept Plan" referenced in the development agreement and included in this packet. Specific waivers and provisions of the development agreement are discussed in greater detail within the relevant policy sections below.

On May 23, 2024, the Planning Commission approved the Gondola Lot Master Plan amendment which officially allocated up to 21.7 SFEs to the North Gold Rush Lot for employee housing and adjusted the allowed uses, densities, building materials, and building height sections of the master plan in conformance with the approved development agreement.

A first preliminary hearing for this project was held December 3, 2024. Commissioner comments at this hearing primarily focused on the livability of the units, lack of exterior amenities and landscaping, and a lack of "residential feel" due to the transition between the residential structure and parking. Commissioners requested the applicant revise the plans to add balconies on the east side, add landscaping near the structure, improve interior unit layouts, and consider architectural changes that would improve the "residential feel."

There was previous consensus of the Commission on the following:

- Positive one (+1) point is warranted for the landscaped detention pond.
- The placement of the structure slightly to the east and pulled back from the retaining wall is better for resident livability and still meets the intent of the master plan.
- The proposed tree buffer retention and landscaping plan meets the requirements of the development agreement conceptual plan.
- The project should not receive positive points for shared parking under Policy 18/R since the parking area will not be administered in a shared way and residents will have designated spaces beneath the structure.

Between the first and second preliminary hearings, the applicants provided revisions to the plans to address Commissioner comments regarding livability, access to outdoor amenities, and softening the transition between the residential area and parking while balancing the requirement to maintain the required 400 skier overflow parking spaces. Substantive changes to the proposed design included: interior circulation changes that improved privacy and livability for each bedroom suite and the shared common areas, and for better elevator access; Juliet balconies were added to provide architectural interest and better ventilation and outdoor connection to individual suites; landscaped areas, some with benches and a picnic table were added to the north, south, and east entrances to provide outdoor gathering space and soften the transition to the parking area; the shuttle waiting island was enlarged and enhanced with benches; a rooftop solar installation was added; and the rear retaining wall was extended for safety.

A second preliminary hearing with the Planning Commission was held January 16, 2025. At this second hearing, the majority of Commissioners were satisfied that the proposed changes from the applicant reduced their concerns regarding livability and the project was recommended for a final hearing. Commissioners provided some minor additional feedback that was addressed with changes to the proposal described below.

Changes Since Second Preliminary Hearing

Since the second preliminary hearing, the applicant has made the following minor changes to the site plan:

- The building shifted 2 ft. north;
- A curb was added around the building's exterior to protect it from nearby parking;
- Some drive aisles were redesigned for better turning movements;
- The building square footage increased slightly by 145 sq. ft. to accommodate the proposed mechanical systems;
- The building height increased by approximately 3 inches;
- Common area doors were detailed to be full-lite to promote resident socialization;
- Interior hallways now undulate with recessed entry doors for each bedroom suite;

None of these minor changes substantively affect the analysis of the project against the relevant policies of the development agreement, master plan, or development code but aim to further improve functionality and livability of the apartments for residents.

Staff Comments

Prior work sessions with the Town Council were held to negotiate the terms of the approved development agreement. Several conceptual designs were floated to determine the Council's comfortability with the approximate location of the proposed apartment structure on Parcel 2. The Council's preferred option located the structure furthest to the west from Park Avenue and preserved the greatest area of street tree buffer, reducing the presence of the apartments as viewed from Park Avenue. A host of site constraints such as the steep western hillside, a Council preference to locate the structure further west, the requirement to maintain 400 skier parking spaces on North Gold Rush (per the parking agreement and reinforced through the development agreement), required shuttle service area, eastern tree buffer retention, and improved drainage functionality all work to limit the applicant's ability to provide additional exterior site amenities that would soften the transition between the residential structure and the surrounding parking lot. These listed items are either physical site constraints or requirements of the approved development agreement.

Except for minimum unit sizes, there are no provisions of the development code or building code which remain un-waived by the development agreement which speak to the quality-of-life concerns that were raised previously by the Planning Commission. There are no requirements to address the lack of proposed exterior amenities or to improve the transition between the residential structure and parking area. The applicant has submitted previous revisions and improvements for this project which seek to alleviate the Commission's above concerns. The revisions were made with consideration of the numerous site constraints and committed adherence to the requirements of the development agreement. Staff has reviewed the applicant's proposal for this final hearing and believes it to be consistent with the caliber and pattern of development anticipated in the development agreement.

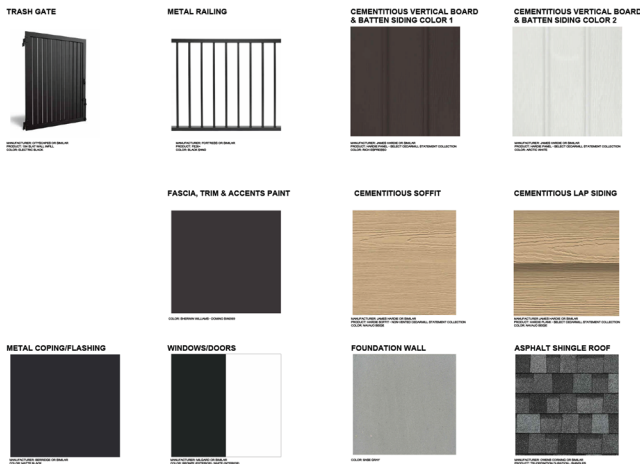
Items for which there was previous consensus, with no discussion or debate and no changes since the second preliminary hearing, have been omitted from the discussion below. The staff comments below only concern portions of the plan which are relevant to the point analysis under the development code or were revised since the second preliminary hearing.

Architectural Compatibility, 5/A & 5/R: Regarding the architectural character of North Gold Rush, the master plan states the following,

“Gold Rush North Residential:

Architectural Character: Design of the residential building(s) may be of modular construction and will seek to create a residential feel within the parameters of that building medium.

Building Materials: Mixed materials consisting of natural wood and natural appearing fiber cement materials and mixed colors, including, but not limited to, wood and fiber cement siding.”



Proposed material board. For more details see page A902.

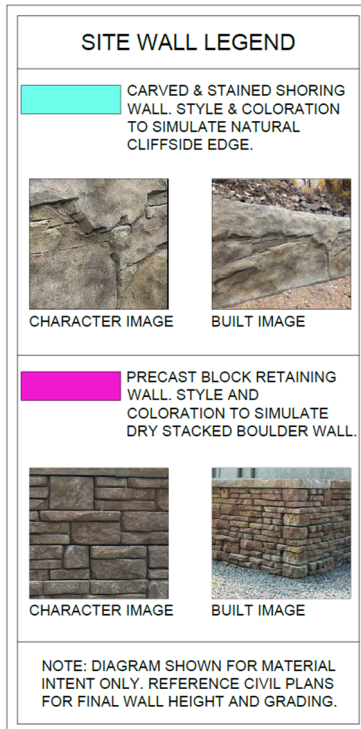
The applicant has provided the final proposed material board which details cementitious vertical board and batten siding and horizontal lap siding in dark brown, white, and beige colors as previously specified. The cementitious boards will have the appearance of a natural wood grain finish. The roof will have asphalt shingles in a slate gray color. Dark colored matte metal windows and railings will be applied. Staff finds the proposed materials continue to comply with the master plan and have no concerns. Physical samples of the siding and other exterior materials will be available at the hearing.



Revised west and east elevations, See page A200 for more details.

Building Height, 6/A & 6/R: The project proposes an unbroken ridgeline that extends beyond 50'. Under the relative Policy 6/R, unbroken ridgelines greater than 50' in length are discouraged. Staff has assigned negative one (-1) point.

Site and Environmental Design, 7/R: The development agreement grants a complete waiver to Policy 7 and all subsections. The project will not be evaluated against this policy. In exchange for waiving this policy, BGV agreed to maintain the significant tree buffer that exists along Park Avenue at Parcel 2. These requirements and the tree buffer are discussed further under Policy 22 Landscaping.



The proposed materials for the retaining walls have now been provided by the applicant for reference. The rear shoring wall on the west side will be installed to simulate the texture and color of a natural cliff. The retaining wall to the east will be precast blocks which simulate dry stacked stone. Staff has no concerns regarding the use of these materials for the retaining walls considering the allowances of the development agreement.

Retaining wall proposed materials. See page L105 for wall locations and details.

Refuse, 15/A & 15/R: A shared waste and recycling enclosure will be integrated into the north end of the apartment structure. This warrants a positive point under Policy 15/R of the Development Code. Staff has assigned positive one (+1) point and has no concerns.

Parking, 18/A & 18/R: Shared driveway facilities are worth positive points under the Development Code. There was consensus of the Commission that the shared common driveway access and single curb cut for both uses warrants positive one (+1) point.

Drainage, 27/A & 27/R: The development proposes a storm water detention pond to the north which will serve as the collective drainage area for the surface parking and apartment structure. The pond is proposed to be vegetated with wetland native seed mix and low-level native shrubs. Under this policy, aesthetically attractive detention ponds can be awarded one positive point.

Past precedent:

2024, PL-2024-0302, BGV Parcel 3 duplexes, received positive one (+1) point for aesthetically pleasing and landscaped shared stormwater detention ponds.

2021, PL-2020-0044, Breck Central Market, received positive one (+1) point for an aesthetically pleasing and landscaped stormwater detention pond.

2021, PL-2020-0498, The Carlin, received positive one (+1) point for a landscaped detention pond.

There was previous consensus among Commissioners that the detention pond should be awarded positive one (+1) point for the proposed vegetated drainage facility.



Proposed vegetated drainage pond.

Landscaping, 22/A & 22/R: Policy 22 was waived for this project by the development agreement and therefore, the project will not be reviewed against this policy. In lieu of reviewing the project against Policy 22, the Town Council agreed in the development agreement that BGV will instead adhere to the landscape design concept and tree buffer retention requirements provided to the Council during the development agreement work sessions. The tree retention/buffer concept plans are referenced below and in Article 6.2 (e) of the development agreement, attached as the “Parcel 2 Concept Plan,” Exhibit 10. The Commission previously agreed that the proposal is consistent with the requirements of the tree retention/buffer conceptual plans at the first preliminary hearing.

Exterior Lighting, 46/A: Staff has received some site plan information concerning the placement of limited exterior lighting for safety within the overflow parking area. The applicant will install Town specified, dark sky-compliant, Providence style pole light fixtures in the parking area. Prior to the project receiving a Building Permit, the applicant will be required to submit a lighting fixture specification sheet(s) for all proposed residential and parking area lighting. All exterior lighting fixtures must comply with the Town’s Exterior Lighting and Off-Street Parking Chapters. All proposed exterior lights shall be fully shielded downcast fixtures and shall be at or below the allowed maximum 950 lumens and 3000 Kelvins per fixture. All fixture locations shall meet the residential restrictions for height above grade and other requirements of the residential lighting zone 3. A photometric plan is required for the proposed multi-unit structure. These requirements will be added as a condition of approval to the development permit Findings and Conditions.

Fences, Gates, and Gateway Entrance Monuments, 47/A: No fences, gates, or gateway entrance monuments are proposed at this time. Any future neighborhood fences, signage, or gateway entrance monuments must be approved with a separate Class D-minor development permit and will be reviewed against the requirements of Policy 47/A. The development agreement grants waivers from this policy for any barrier infrastructure that may be required on this parcel associated with the construction of the roundabout along Park Avenue. The roundabout will be reviewed by a separate permitting process through the Town’s Engineering Division and CDOT.

Point Analysis

As noted previously, some elements of the proposal were awarded points during the master plan review and therefore are not eligible to receive additional points at the site-specific review. Further, the master plan directives are treated as absolute policies unless otherwise noted. Other elements of the proposal that are not specifically addressed in the master plan were evaluated against the development code and therefore may be eligible for points. However, the development agreement between the Town and Breckenridge Grand Vacations waived some policies of the development code. Staff finds the revised proposal meets all provisions of the development agreement, master plan, and absolute policies. The project has a recommended passing point analysis of positive two (+2) points at this final hearing.

Negative Points (-1)

- Policy 6/R: negative one (-1) point. Unbroken ridgelines greater than 50' in length.

Positive Points (+3)

- Policy 15/R Refuse: positive one (+1) point, for integration of the trash enclosure into the main structure.
- Policy 18/R Parking: positive one (+1) point, for the provision of a shared common driveway.
- Policy 27/R Drainage: positive one (+1) point, for the provision of a visually attractive detention pond.

Total Points: Positive two (+2)

Staff Recommendation

Staff recommends Planning Commission approval of the Breckenridge Grand Vacations North Gold Rush Lot (Parcel 2) Employee Housing development, PL-2024-0422, the project having met all Absolute Policies and with a passing score of positive two (+2) points and the attached findings and conditions.

TOWN OF BRECKENRIDGE

**Breckenridge Grand Vacations
North Gold Rush Lot (Parcel 2) Employee Housing
Lot 1B Block 4 Parkway Center Sub Amended #1 Resub Parkway Center
415 North Park Avenue
PL-2024-0422**

STAFF RECOMMENDATION:	Staff recommends the Planning Commission approve this application with the following findings and conditions.
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FINDINGS

1. The proposed project is in accord with the Development Code, Town of Breckenridge and Gondola Properties, LLC April 9, 2024 Development Agreement, and North Gondola Lot & Gold Rush Lots Master Plan 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 **March 26, 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 hearings on the project held on **December 3, 2024, January 21, 2025, and April 1, 2025** as to the nature of the project. In addition to Commission minutes, the audio of the meetings of the Commission are recorded.
6. **This Development Permit, PL-2024-0422, is consistent with the requirements of and pursuant to the approved Development Agreement between the Town of Breckenridge and Breckenridge Grand Vacations, approved by Town Council April 9, 2024, and entered into and recorded with the Summit County Clerk and Recorder on May 23, 2024, at Reception No. 1331127. This Development Permit is bound to the requirements and terms of the Development Agreement in addition to the terms of the permit conditions herein.**

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 three years from date of issuance, on **April 8, 2028**, 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 three years, 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. Nothing in this permit shall constitute an agreement by the Town of Breckenridge to issue a certificate of occupancy for the project covered by this permit. The determination of whether a certificate of occupancy should be issued for such project shall be made by the Town in accordance with the applicable provisions of the Town Code, including, but not limited to the building code.
6. **No fences, signage, or gateway entry monuments are approved with this development permit. A separate Class D-minor permit is required for any fencing, gateway entrance monuments, or subdivision signage.**
7. **Applicant shall not place a temporary construction or sales trailer on site until a building permit or infrastructure permit for the project has been issued.**
8. All hazardous materials used in construction of the improvements authorized by this permit shall be disposed of properly off site.
9. Driveway culverts shall be 18 inch heavy duty corrugated polyethylene pipe with flared end sections and a minimum of 12 inches of cover over the pipe. Applicant shall be responsible for any grading necessary to allow the drainage ditch to flow unobstructed to and from the culvert.
10. Applicant shall field locate utility service lines to avoid existing trees.
11. Each structure which is authorized to be developed pursuant to this permit shall be deemed to be a separate phase of the development. In order for the vested property rights associated with this permit to be extended pursuant to Section 9-1-17-11(D) of the Breckenridge Development Code, substantial construction must be achieved for each structure within the vested right period of this permit.
12. **An improvement location certificate of the height of the top of the foundation podium, first residential story top of box height, and the height of the building's final ridge must be submitted and approved by the Town during the various phases of construction. The final building height shall not exceed 38' at any location.**

PRIOR TO ISSUANCE OF BUILDING PERMIT

13. Applicant shall submit proof of ownership of the project site.
14. **Applicant shall submit a letter to the Town Engineer detailing the specific Engineering Standards which the Applicant is requesting be waived, in accordance with the approved Development Agreement.**
15. **The Applicant will provide up to 7.8 SFEs of density for the project and the Town will provide up to 13.9 SFEs of density upon or before issuance of a building permit for the employee housing through a density transfer covenant.**
16. Applicant shall submit and obtain approval from the Town Engineer of final drainage, grading, utility, and erosion control plans.
17. Applicant shall provide plans stamped by a registered professional engineer licensed in Colorado, to the Town Engineer for all retaining walls over four feet in height.
18. Applicant shall identify all existing trees that are specified on the site plan to be retained by erecting temporary fence barriers around the trees to prevent unnecessary root compaction during construction.

Construction disturbance shall not occur beyond the fence barriers, and dirt and construction materials or debris shall not be placed on the fencing. The temporary fence barriers are to remain in place until issuance of the Certificate of Occupancy.

19. Existing trees designated on the site plan for preservation which die due to site disturbance and/or construction activities will be required to be replaced at staff discretion with equivalent new trees, i.e. loss of a 12 inch diameter tree flagged for retention will be offset with the addition of four 3-inch diameter new trees.
20. **Applicant shall submit and obtain approval from the Town of a construction staging plan indicating construction fencing, all construction material storage, fill and excavation material storage areas, portolet and dumpster locations, and employee vehicle parking areas. No construction staging is permitted within a public right-of-way without Town permission obtained through a right-of-way permit. If permission is obtained to allow parking within the public right-of-way, the following best practices must be observed: cars must first be parked in spaces available within the construction site, cars along the right-of-way must be consolidated to one side of the road, and cars parked along the right-of-way must be moved daily. Any dirt tracked upon the public road shall be the Applicant's responsibility to remove. A project contact person is to be selected and the name provided to the Public Works Department prior to issuance of the building permit. Parking violations noted in this condition may be given one warning, after which the Town will fully enforce Town Code 7-1-2 Section 1204 through the penalty of ticketing and fines to be issued by the Breckenridge Police Department as described in Traffic Code 7-1-7.**
21. Applicant shall submit a 24"x36" mylar copy of the final site plan, as approved by the Planning Commission at Final Hearing, and reflecting any changes required. The name of the architect, and signature block signed by the property owner of record or agent with power of attorney shall appear on the mylar.
22. **Applicant shall submit and obtain approval from Town staff of a cut sheet detail for all exterior lighting and a photometric plan depicting the foot candle levels on the site. All exterior lighting on the site or buildings shall be fully shielded to hide the light source and shall cast light downward. All exterior lighting shall be white in color not exceeding 3,000 kelvins. Exterior residential lighting shall not exceed 15' in height from finished grade or 7' above upper decks. Exterior residential lighting shall be limited to two light fixtures per entrance to a structure and a maximum of eight additional fixtures on and around the residence. LED bulbs are permitted at a maximum of 950 lumens, fluorescent bulbs are permitted at a maximum of 15 watts, and incandescent bulbs are permitted at a maximum of 60 watts. Emitted light may be a maximum of two-tenths (2/10) of a foot candle at the property line except areas where drive lanes are present.**

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

23. **Applicant shall record (in a format acceptable to the Town's Housing Director and Attorney) a deed restrictive workforce housing covenant applicable to all residential apartment units of the approved project. The terms of Article 6, of the April 9, 2024 development agreement shall be applied to the covenant.**
24. **Subject to CDOT approval, the Applicant shall complete a roundabout and associated improvements at the intersection of North French Street and Park Avenue prior to the issuance of a certificate of occupancy for any residential employee housing. See Article 6, of the April 9, 2024 development agreement for complete terms.**
25. Applicant shall revegetate all disturbed areas where revegetation is called for, with a minimum of 2 inches topsoil, seed and mulch.
26. Applicant shall remove leaf clutter, dead standing and fallen trees and dead branches from the property. Dead branches on living trees shall be trimmed to a minimum height of six (6) feet and a maximum height of ten (10) feet above ground.

27. Any exposed foundation wall in excess of 12 inches shall be finished (i.e. textured or painted) in accordance with the Breckenridge Development Code Section 9-1-19-5R.
28. Applicant shall remove all vegetation and combustible material from under all eaves and decks.
29. Applicant shall create defensible space around all structures as required in Policy 22 (Absolute) Landscaping.
30. Applicant shall paint all flashing, vents, flues, rooftop mechanical equipment and utility boxes on the building a flat, dark color or to match the building color.
31. **Applicant shall submit and obtain approval from Town staff of a cut sheet detail for all exterior lighting and a photometric plan depicting the foot candle levels on the site. All exterior lighting on the site or buildings shall be fully shielded to hide the light source and shall cast light downward. All exterior lighting shall be white in color not exceeding 3,000 kelvins. Exterior residential lighting shall not exceed 15' in height from finished grade or 7' above upper decks. Exterior residential lighting shall be limited to two light fixtures per entrance to a structure and a maximum of eight additional fixtures on and around the residence. LED bulbs are permitted at a maximum of 950 lumens, fluorescent bulbs are permitted at a maximum of 15 watts, and incandescent bulbs are permitted at a maximum of 60 watts. Emitted light may be a maximum of two-tenths (2/10) of a foot candle at the property line except areas where drive lanes are present.**
32. At all times during the course of the work on the development authorized by this permit, the permittee shall refrain from depositing any dirt, mud, sand, gravel, rubbish, trash, wastepaper, garbage, construction material, or any other waste material of any kind upon the public street(s) adjacent to the construction site. Town shall provide oral notification to permittee if Town believes that permittee has violated this condition. If permittee fails to clean up any material deposited on the street(s) in violation of this condition within 24 hours of oral notice from Town, permittee agrees that the Town may clean up such material without further notice and permittee agrees to reimburse the Town for the costs incurred by the Town in cleaning the streets. Town shall be required to give notice to permittee of a violation of this condition only once during the term of this permit.
33. 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 not issuing a Certificate of Occupancy or Compliance for the project, and/or other appropriate legal action under the Town's development regulations.
34. No Certificate of Occupancy or Certificate of Compliance will be issued by the Town until: (i) all work done pursuant to this permit is determined by the Town to be in compliance with the approved plans and specifications for the project, and all applicable Town codes, ordinances and standards, and (ii) all conditions of approval set forth in the Development Permit for this project have been properly satisfied. If either of these requirements cannot be met due to prevailing weather conditions, the Town may issue a Certificate of Occupancy or Certificate of Compliance if the permittee enters into a Cash Deposit Agreement providing that the permittee will deposit with the Town a cash bond, or other acceptable surety, equal to at least 125% of the estimated cost of completing any required work or any applicable condition of approval, and establishing the deadline for the completion of such work or the satisfaction of the condition of approval. The form of the Cash Deposit Agreement shall be subject to approval of the Town Attorney. "Prevailing weather conditions" generally means that work cannot be done due to excessive snow and/or frozen ground. **As a general rule, a cash bond or other acceptable surety will only be accepted by the Town between November 1 and May 31 of the following year. The final decision to accept a bond as a guarantee will be made by the Town of Breckenridge.**
35. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.

36. Applicant shall be held responsible for any deterioration or damages caused by development or construction activities to any Town infrastructure, public rights-of-way, or public property. This includes but is not limited to deterioration or damages to roadway surfaces, curbs, drainage systems, sidewalks, and signage. Applicant must rectify such deterioration or damages to the previous condition at their own expense. Town shall provide written notification to permittee if Town believes that permittee has caused deterioration or damages which would enact this condition. If permittee fails to rectify deterioration or damages in violation of this condition, permittee agrees that the Town may resolve such deterioration or damages and permittee agrees to reimburse the Town for the costs incurred by the Town. Town shall be required to give notice to permittee of a violation of this condition only once during the term of this permit. Any failure to rectify deterioration or damages or provide reimbursement without Town approval may also result in the Town issuing a Stop Work Order and/or not issuing a Certificate of Occupancy or Compliance for the project, and/or other appropriate legal action under the Town's development regulations.
37. The development authorized by this Development Permit may be subject to the development impact fee imposed by Resolution 2006-05 of the Summit County Housing Authority. Such resolution implements the impact fee approved by the electors at the general election held November 7, 2006. Pursuant to intergovernmental agreement among the members of the Summit Combined Housing Authority, the Town of Breckenridge is authorized to administer and collect any impact fee which is due in connection with development occurring within the Town. For this purpose, the Town has issued administrative rules and regulations which govern the Town's administration and collection of the impact fee. *Applicant will pay any required impact fee for the development authorized by this Development Permit prior to the issuance of a Certificate of Occupancy.*

AFTER ISSUANCE OF CERTIFICATE OF OCCUPANCY

38. Upon issuance of a final certificate of occupancy for the residential improvements, Applicant shall provide an electric shuttle connection from the Parcel 2 site parking area to the BreckConnect Gondola and/or Breckenridge Transit Center when the Parking Lot is open to winter recreational visitors. Subject to the terms of Article 6, of the April 9, 2024 development agreement.
39. 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 pedestrian improvements such as at-grade crosswalk striping, push buttons, signage, pedestrian refuge islands, or barriers at French Street and Park Avenue. Subject to the terms of Article 6, of the April 9, 2024 development agreement.

(Initial Here)

	Final Point Analysis			
Project:	Breckenridge Grand Vacations Parcel 2 (North Goldrush Lot Employee Housing)	Positive	Points	+3
PC#	PL-2024-0422		>0	
Date:	3/26/2025	Negative	Points	- 1
Staff:	Sarah Crump, AICP, Planner III		<0	
		Total	Allocation:	+2
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		21.7 SFEs (up to 13.9 of these SFEs to be provided by the Town)
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
4/R	Mass	5x (-2>-20)		34,438 sq ft allowed. 28,023 sq. ft. proposed.
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
6/A	Building Height	Complies	Complies	Negative points were assigned at the master plan for height. Three stories (38') allowed by master plan; three storeis (<38') proposed.
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex/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)	- 1	Unbroken ridgelines greater than 50'.
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		Policy 7 waived by development agreement. Applicant must meet tree buffer described in conceptual plan requirements of the development agreement.
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		

7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Not Reviewed		
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		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies	Complies	
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)	+1	Trash and recycling enclosure is incorporated into north end of apartment structure.
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies	Complies	Displaced parking pursuant to the parking agreement, 400 overflow parking spaces will be provided on North Goldrush Lot.
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)	+1	Shared common driveway between apartment structure and ski area overflow parking.
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
19/R	Loading	2 x (0/+2)		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		Positive points received for open space dedication at Master Plan.
21/R	Open Space - Public Open Space	3x(0/+2)	Complies	
22/A	Landscaping	Complies		Policy 22 waived by development agreement. Landscaping and tree buffer must instead meet conceptual plan requirements of the development agreement.
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/A	Employee Housing Impact Mitigation			
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)		Positive points received for meeting a Council Goal at Master Plan.
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community -Meeting And Conference Rooms	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)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		Positive points received for providing a CIP project of the French Street roundabout at Master Plan.
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)	+1	Attractive and aesthetically pleasing water detention pond.
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(-1/-20)		None proposed.
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		

33/R	101-500 square feet of outdoor heated pool and/or hot tub in a commercial or multifamily development. For each additional 500 square feet, or portion thereof, of outdoor heated pool and/or hot tub in a commercial or multifamily development over the first 500 square feet	-1		
33/R	EV Capable Parking Spaces	1X(+1/+3)		
33/R	EVSE InStalled Spaces	1X(+1/+3)		
33/R	Other Design Feature	1X(-2/+2)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	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)		
37/R	Special Areas - Cucumber Gulch/Setbacks	2x(0/+2)		
37/R	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		

NORTH GOLD RUSH / PARCEL 2

415 N. PARK AVE, BRECKENRIDGE, CO, 80424

FINAL CLASS A SITE PLAN SUBMITTAL

MARCH 03, 2025

CONCEPTUAL RENDERING



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

PROJECT INFORMATION

ADDRESS: 415 N. PARK AVE.
BRECKENRIDGE, CO 80424

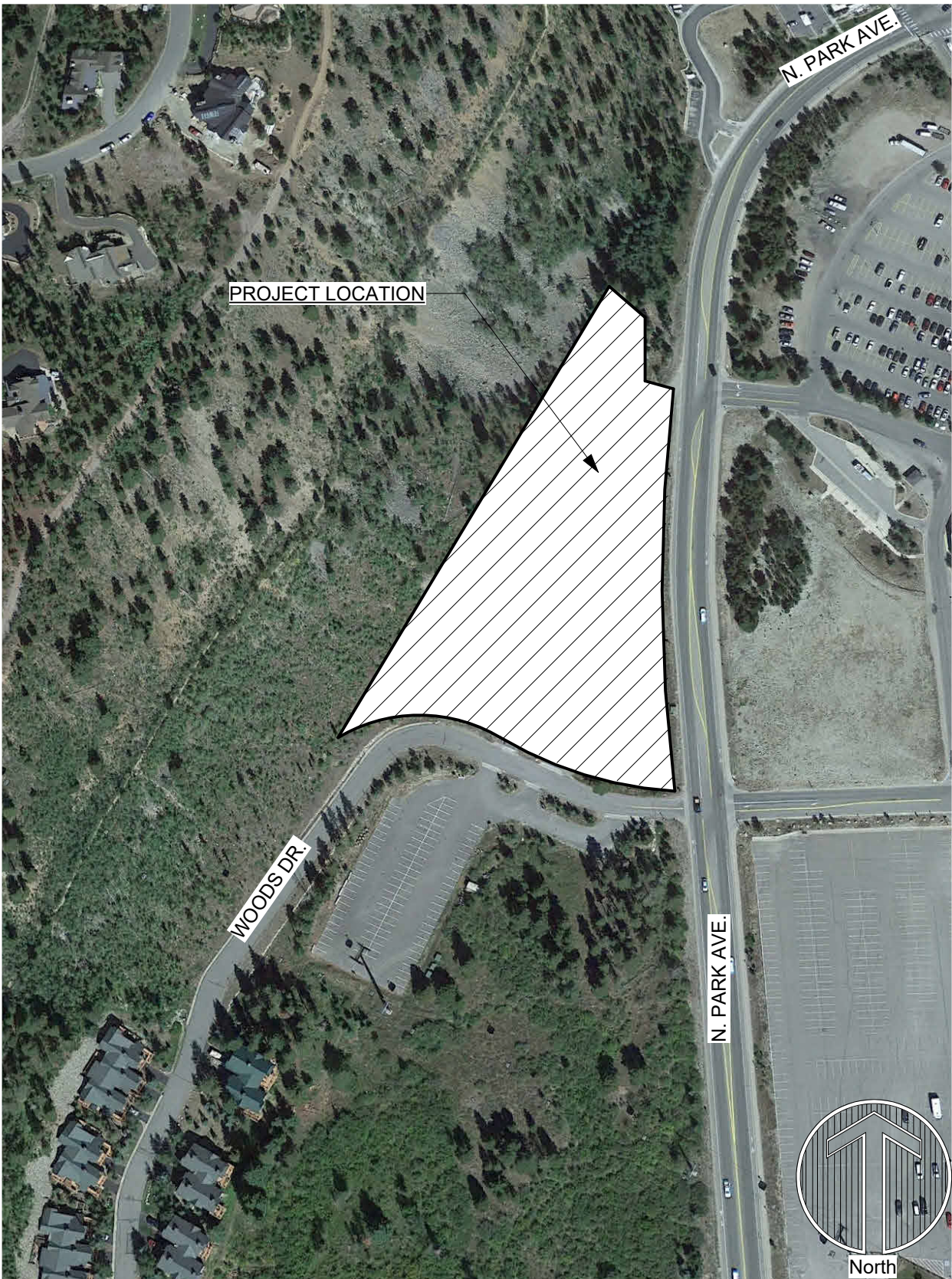
LAND USE DISTRICT: DISTRICT 9.2

LEGAL DESCRIPTION: LOT 1B, BLOCK 4, PARKWAY CENTER
FILING 1 AMENDED AND TRACT Q,
SHOCK HILL SUBDIVISION

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 ENTIRE UNDERSTANDING BETWEEN THE APPLICANT AND THE TOWN OF BRECKENRIDGE WITH REGARD TO DEVELOPMENT RIGHTS AND DENSITY REMAINING ON THIS SITE.

VICINITY MAP



SHEET INDEX

NUMBER	ARCHITECTURE
GENERAL	
G0000	COVER SHEET
CIVIL	
C-001	LEGEND AND ABBREVIATIONS
C-100	EXISTING CONDITIONS PLAN
C-106	CIVIL SITE PLAN
C-107	GRADING AND DRAINAGE PLAN
C-108	COMPOSITE UTILITY PLAN
C-210	SANITARY SEWER MAIN 4 PLAN AND PROFILE
C-220	WATER MAIN 5 PLAN AND PROFILE
C-501	CIVIL DETAILS
C-502	DRAINAGE DETAILS
C-503	EROSION CONTROL DETAILS
EX A-3	PROPOSED DRAINAGE BASIN PLAN
EX B1	FIRE TRUCK ACCESS EXHIBIT
EX B2	SHUTTLE ACCESS EXHIBIT
LANDSCAPE	
L100	LANDSCAPE SITE PLAN
L101	LOT COVERAGE PLAN
L102	OVERALL CIRCULATION PLAN
L103	SNOW MANAGEMENT PLAN
L104	EXIST. TREE MANAGEMENT
L105	SITE WALL DIAGRAM
L200	PLANTING PLAN
L201	PLANTING PLAN
L202	PLANT SCHEDULE
L300	SITE DETAILS
L400	ILLUSTRATIVE PLAN
ARCHITECTURE	
A001	SOLAR STUDY
A100	PLANS
A101	PLANS
A200	ELEVATIONS
A300	BUILDING SECTIONS
A900	SITE PANORAMIC PHOTOS
A901	SITE PANORAMIC RENDERINGS
A902	MATERIAL BOARD

NORTH GOLD RUSH / PARCEL 2

LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER

415 N. PARK AVE. BRECKENRIDGE, CO

FINAL CLASS A SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

DRAWN BY: DTJ

CHECKED BY: DTJ

PROJECT NO: 2024019.30

ISSUE DATE: 09/24/2024

REVISIONS:

1	11/21/2024
2	01/02/2025
3	03/03/2025

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

G000

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

	SS	SANITARY SEWER LINE		PROPOSED		RIGHT-OF-WAY LINE
	W	WATER LINE				EASEMENT
	XX' SD	STORM SEWER LINE				ASPHALT PAVEMENT
	S	CULVERT				CONCRETE PAVEMENT/HARDSCAPE
		SANITARY SEWER MANHOLE				SANITARY SEWER LINE
		FIRE HYDRANT				WATER LINE
		WATER VALVE				STORM SEWER LINE
		STORM SEWER INLET				SANITARY SEWER MANHOLE
		STORM SEWER STRUCTURE				WATER VALVE
	E	ELECTRIC LINE				FIRE HYDRANT
	C	COMMUNICATION LINE				FLARED END SECTION
	G	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 LINE
		RIGHT-OF-WAY				ELECTRIC TRANSFORMER
		EASEMENT				STREET LIGHT
		SECTION LINE				PARKING LOT LIGHT
	9551	MINOR CONTOUR				PROPOSED MAJOR CONTOURS (5' INT.)
	9550	MAJOR CONTOUR				PROPOSED MINOR CONTOURS (1' INT.)
		100-YR FLOODPLAIN				FENCE
		EDGE OF RIVER				
		WETLAND SETBACK				
		SURVEY MONUMENT				
		RETAINING WALL				
		ASPHALT				
		CONCRETE				
		SNOWMELTED PAVEMENT				
		WETLAND AREA				
		RIPRAP				
		TREE				
		EXISTING SLOPE GREATER THAN 50%				
		EXISTING MAJOR CONTOURS (5' INT.)				
		EXISTING MINOR CONTOURS (1' INT.)				

AC	ACRE	OFF	OFFSET
ABC	AGGREGATE BASE COURSE		
BFP	BACK FLOW PREVENTOR	PC	POINT OF CURVATURE
BVCS	BEGIN VERTICAL CURVE STATION	PH	PHASE
		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
COMP	CORRUGATED METAL PIPE	R/W	RIGHT-OF-WAY
CONC	CONCRETE	RCBC	REINFORCED CONCRETE PIPE, BOX CULVERT
CY	CUBIC YARD	RCP	REINFORCED CONCRETE PIPE
		RCPA	REINFORCED CONCRETE PIPE, ARCH
E	EASTING	S	SOUTH
EG	EXISTING GRADE	STA	STATION
		SHT	SHEET
EL	ELEVATION	SWMP	STORMWATER MANAGEMENT PLAN
ELEC	ELECTRICAL	TBOC	TOP BACK OF CURB
EOA	EDGE OF ASPHALT	TOC	TOP OF CONCRETE
EOG	EDGE OF GRAVEL	TYP	TYPICAL
EOR	EDGE OF ROAD	USFS	UNITED STATES FOREST SERVICE
EVCS	END VERTICAL CURVE STATION	VBH	VAULT BLOCK HOUSE
		VERT	VERTICAL
		W	WEST
FES	FLARED END SECTION		
FF	FINISH FLOOR		
FG	FINISH GRADE		
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		

The diagram illustrates the components of a section cut and detail marker. It is divided into two main parts: a section cut and a detail marker.

SECTION CUT:

- SECTION LETTER IDENTIFICATION:** A triangle with the letter 'A' inside, pointing to the section cut.
- SHEET WHERE SECTION IS DRAWN:** A circle with 'C-500' inside, indicating the sheet number. A note below it states: "C-500 INDICATES SAME SHEET".
- SECTION CUT:** The main title of the section cut, underlined.
- SECTION MARKER ARROW INDICATES VIEWING ORIENTATION:** An arrow pointing to the section cut.

DETAIL:

- DETAIL NUMBER IDENTIFICATION:** A circle with the number '1' inside, pointing to the detail.
- SCALE:** A note below the detail number: "SCALE: 1"=1'-0"
- DETAIL TITLE:** The main title of the detail, underlined.

DETAIL MARKER:

- DETAIL NUMBER IDENTIFICATION:** A circle with the number '1' inside, pointing to the detail marker.
- SHEET WHERE SECTION IS DRAWN:** A circle with 'C-500' inside, indicating the sheet number. A note below it states: "C-500 INDICATES SAME SHEET".
- DETAIL MARKER:** The main title of the detail marker, underlined.
- DRAINAGE BASIN NUMBER:** A circle with 'X' inside, pointing to the detail marker.
- 10 YEAR PEAK DISCHARGE:** A circle with '10' inside, pointing to the detail marker.
- 100 YEAR PEAK DISCHARGE:** A circle with '100' inside, pointing to the detail marker.
- DRAINAGE BASIN ACREAGE:** A circle with 'A' inside, pointing to the detail marker.

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.

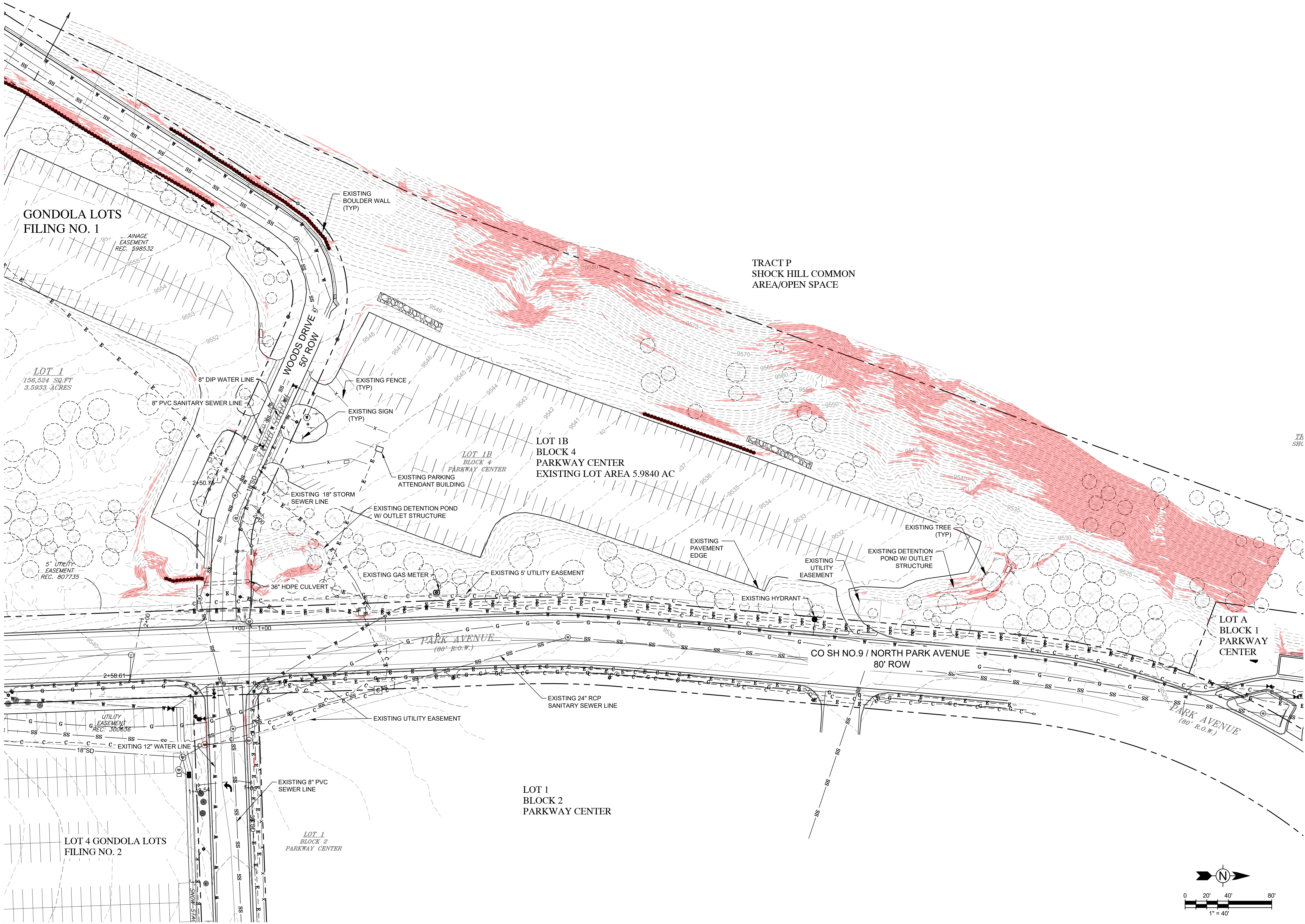


CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

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NORTH GOLD RUSH / PARCEL 2
LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER
415 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

G-001



Drawing: o:\Projects\breckenridge\020517\200-325517-2100\ICAD\sheetfiles\gold_rush_north\C-100 EXISTING CONDITIONS PLAN - NORTH GOLD RUSH.dwg
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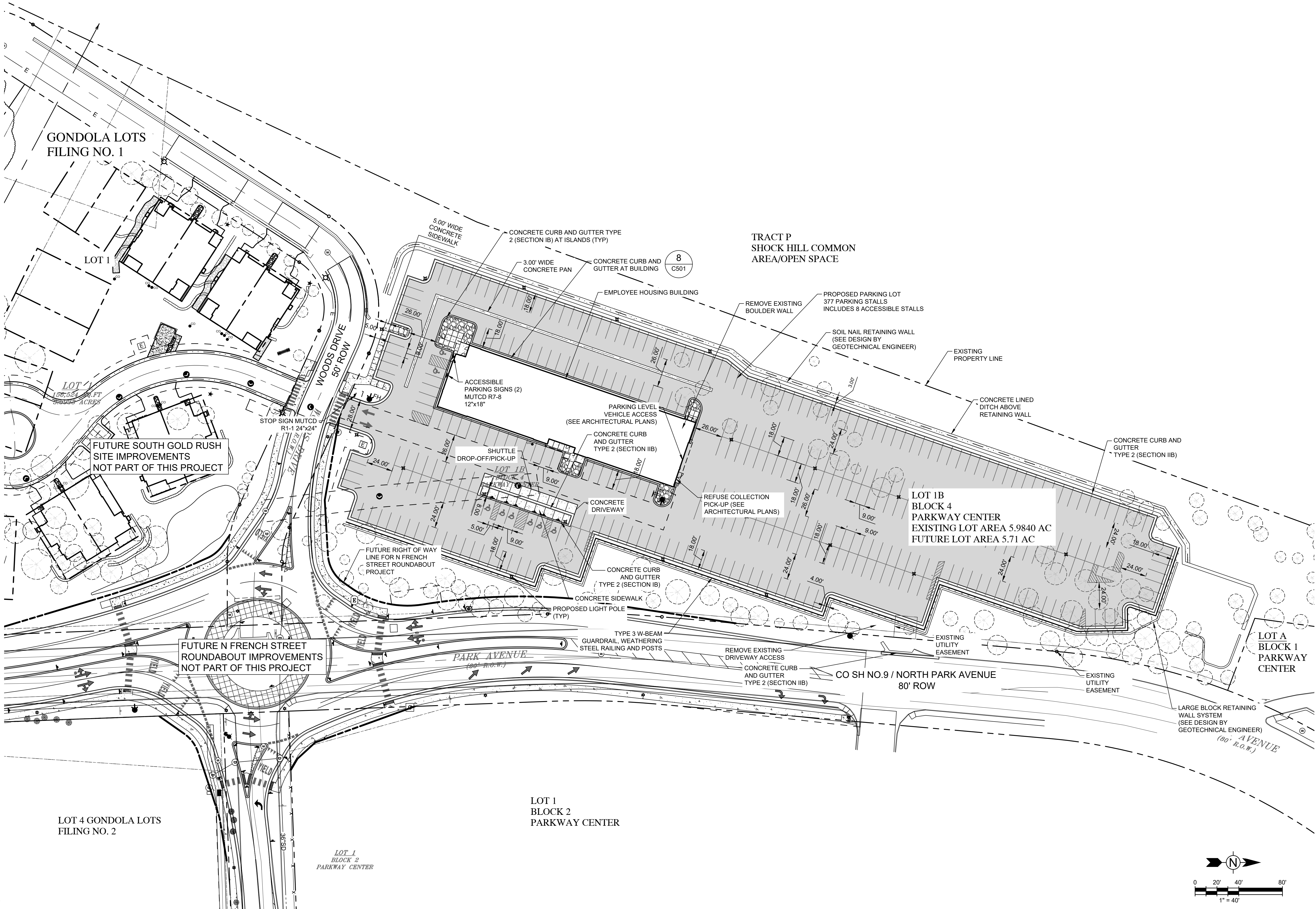
NORTH GOLD RUSH / PARCEL 2

LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER

415 N. PARK AVE. BRECKENRIDGE, CO

FINAL CLASS A SITE PLAN SUBMITTAL

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CHECKED BY:	CDD
PROJECT NO.:	2024019
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SHEET TITLE:	
EXISTING CONDITIONS PLAN	
SHEET NUMBER:	



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NORTH GOLD RUSH / PARCEL 2
LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER
415 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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SHEET TITLE:

CIVIL SITE PLAN

SHEET NUMBER:

C-106

NORTH GOLD RUSH / PARCEL 2
LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER
415 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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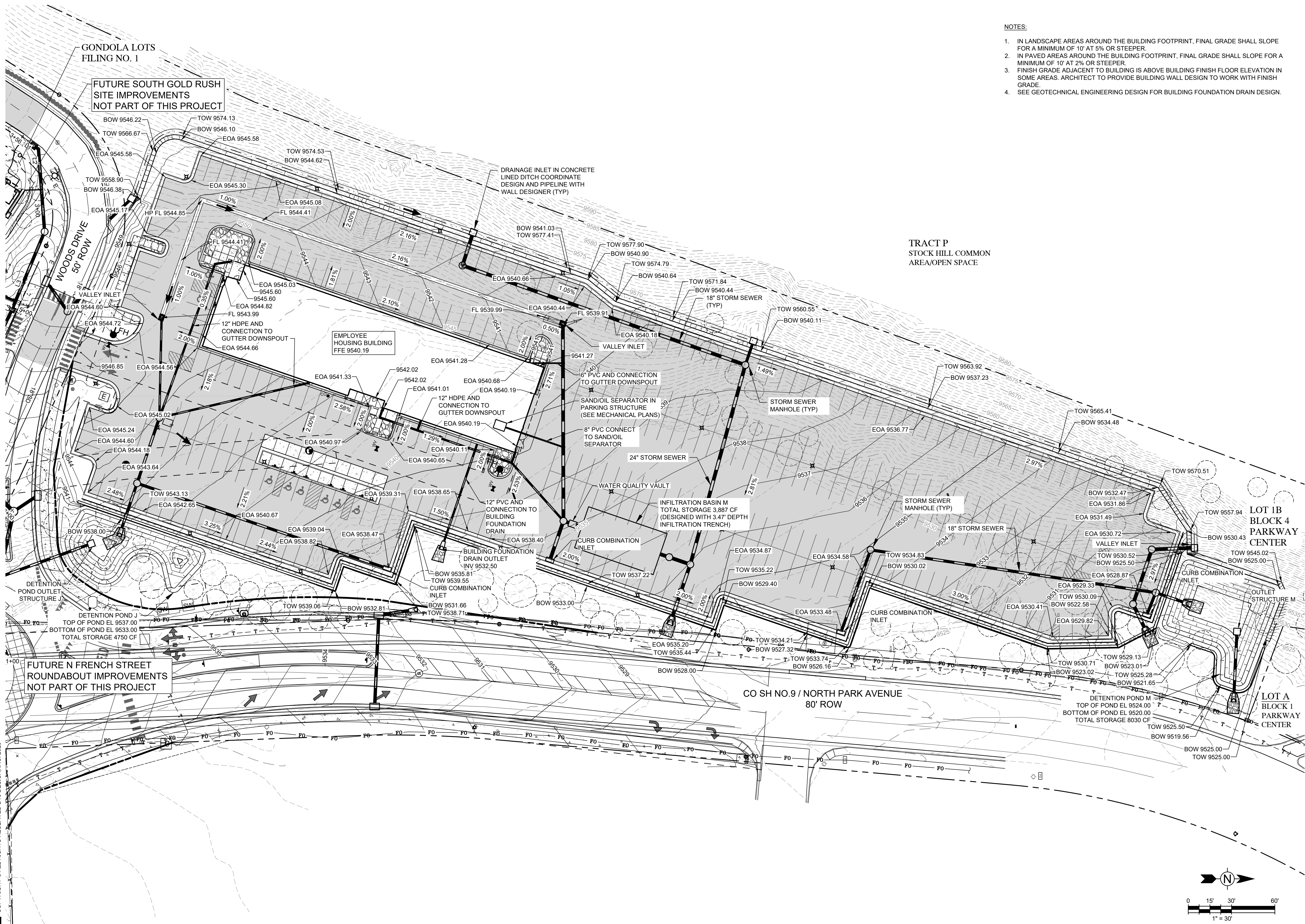
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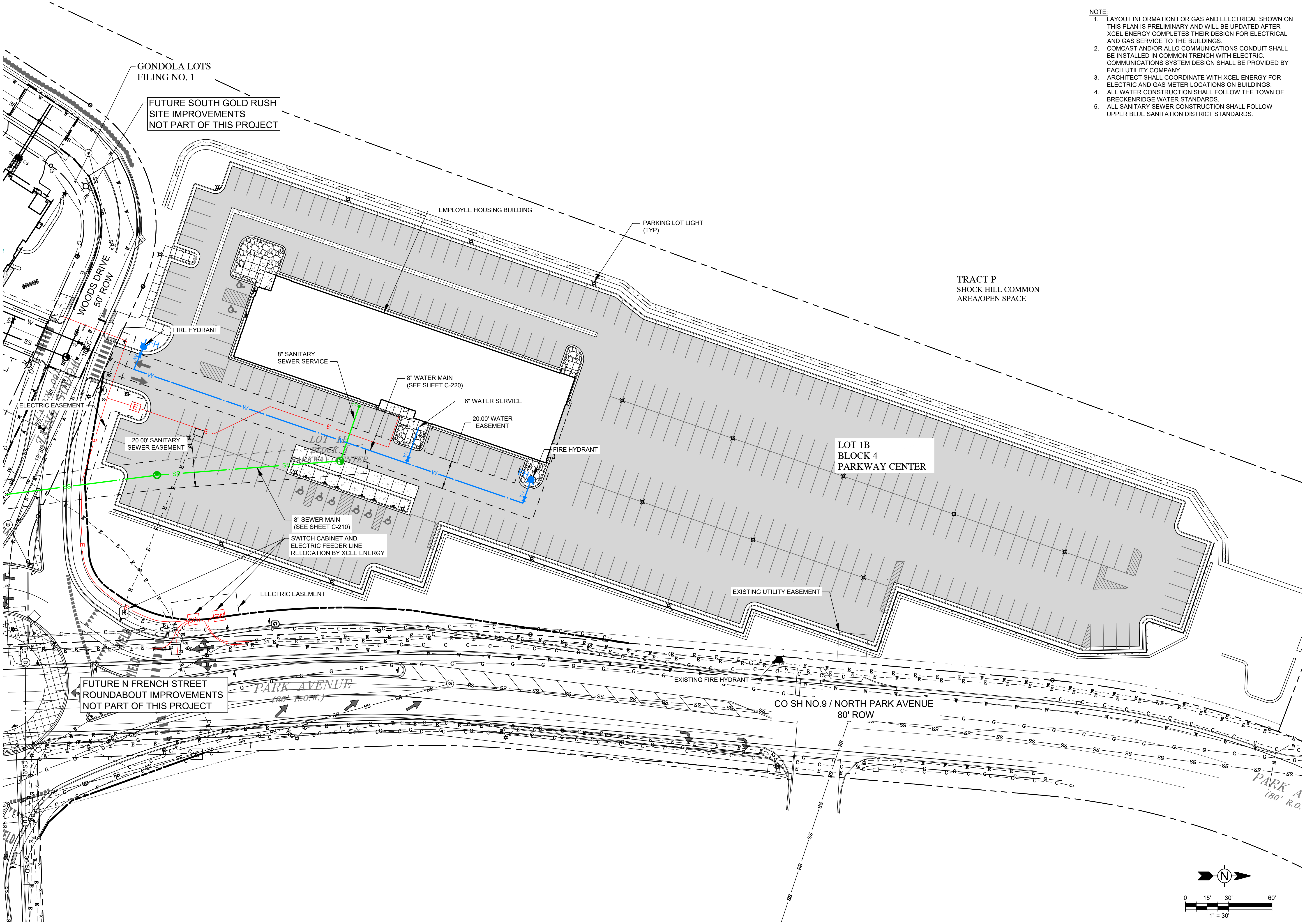
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C-107

Page 30 of 18



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- NOTE:
1. LAYOUT INFORMATION FOR GAS AND ELECTRICAL SHOWN ON THIS PLAN IS PRELIMINARY AND WILL BE UPDATED AFTER XCEL ENERGY COMPLETES THEIR DESIGN FOR ELECTRICAL AND GAS SERVICE TO THE BUILDINGS.
 2. COMCAST AND/OR ALLO COMMUNICATIONS CONDUIT SHALL BE INSTALLED IN COMMON TRENCH WITH ELECTRIC. COMMUNICATIONS SYSTEM DESIGN SHALL BE PROVIDED BY EACH UTILITY COMPANY.
 3. ARCHITECT SHALL COORDINATE WITH XCEL ENERGY FOR ELECTRIC AND GAS METER LOCATIONS ON BUILDINGS.
 4. ALL WATER CONSTRUCTION SHALL FOLLOW THE TOWN OF BRECKENRIDGE WATER STANDARDS.
 5. ALL SANITARY SEWER CONSTRUCTION SHALL FOLLOW UPPER BLUE SANITATION DISTRICT STANDARDS.

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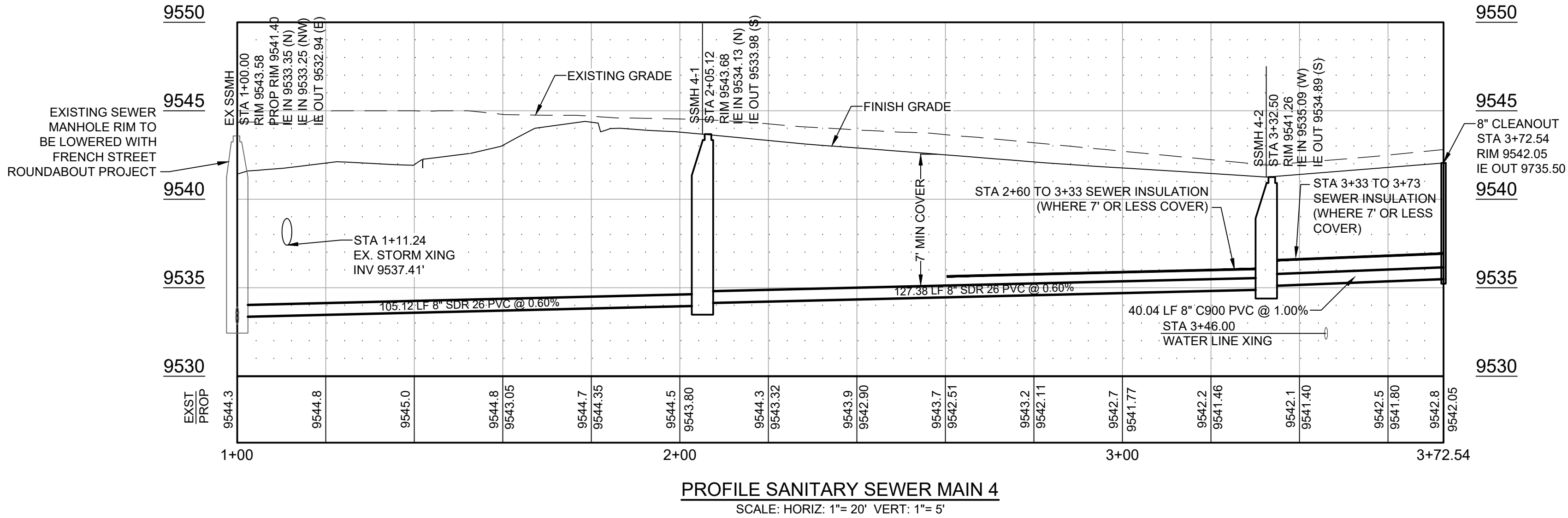
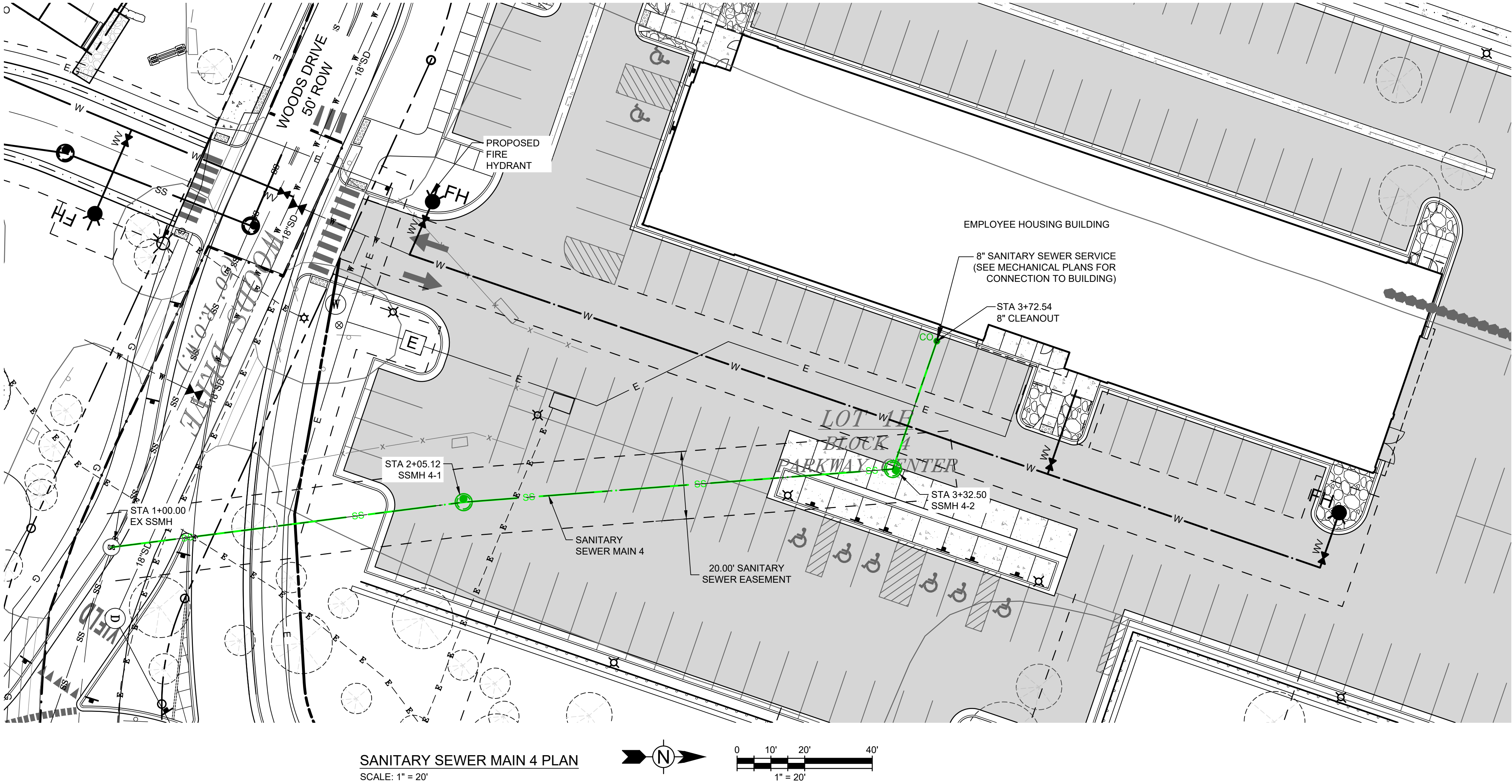
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NORTH GOLD RUSH / PARCEL 2
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415 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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COMPOSITE UTILITY PLAN	
SHEET NUMBER:	

C-108

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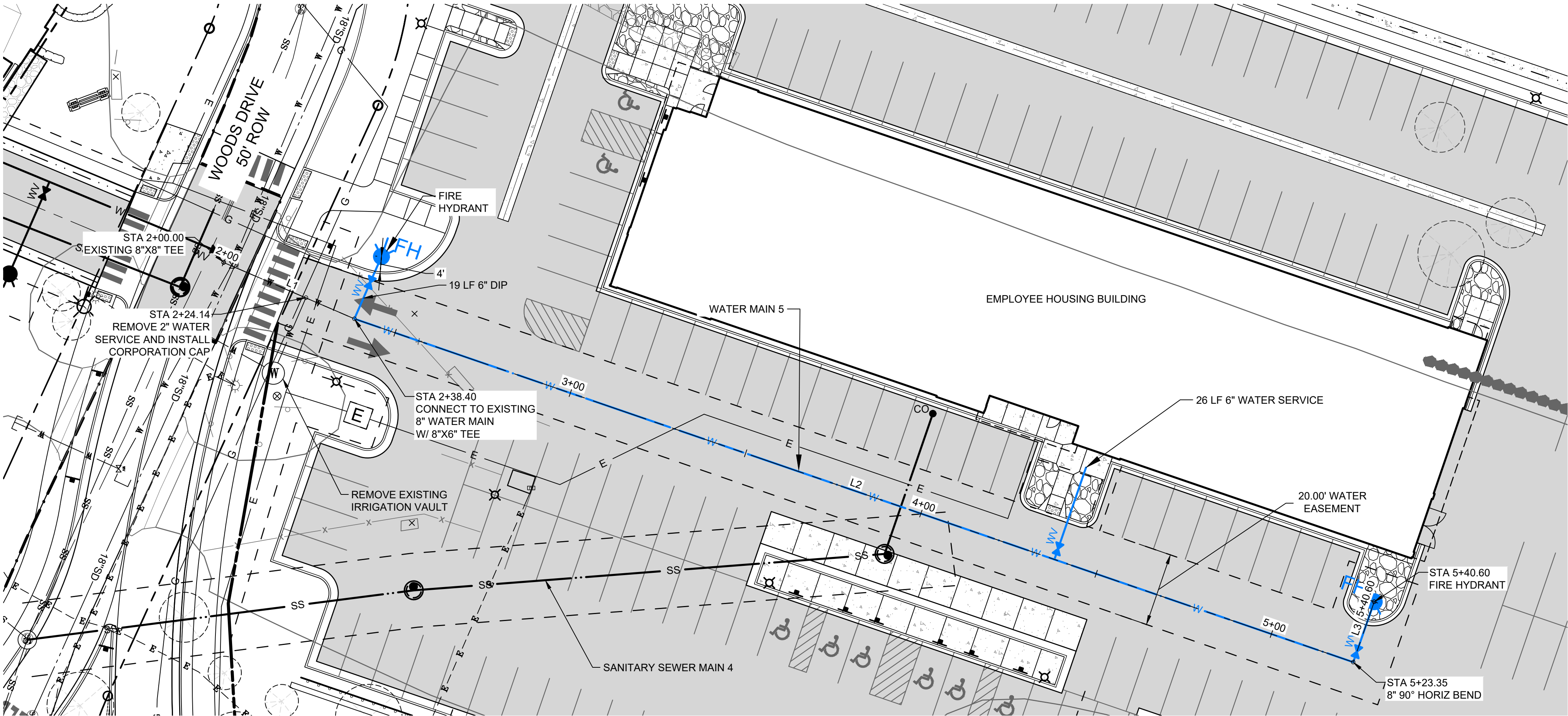


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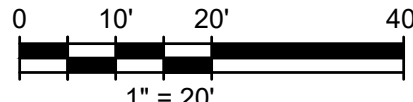
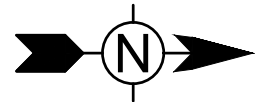
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SANITARY SEWER
MAIN 4 PLAN AND
PROFILE

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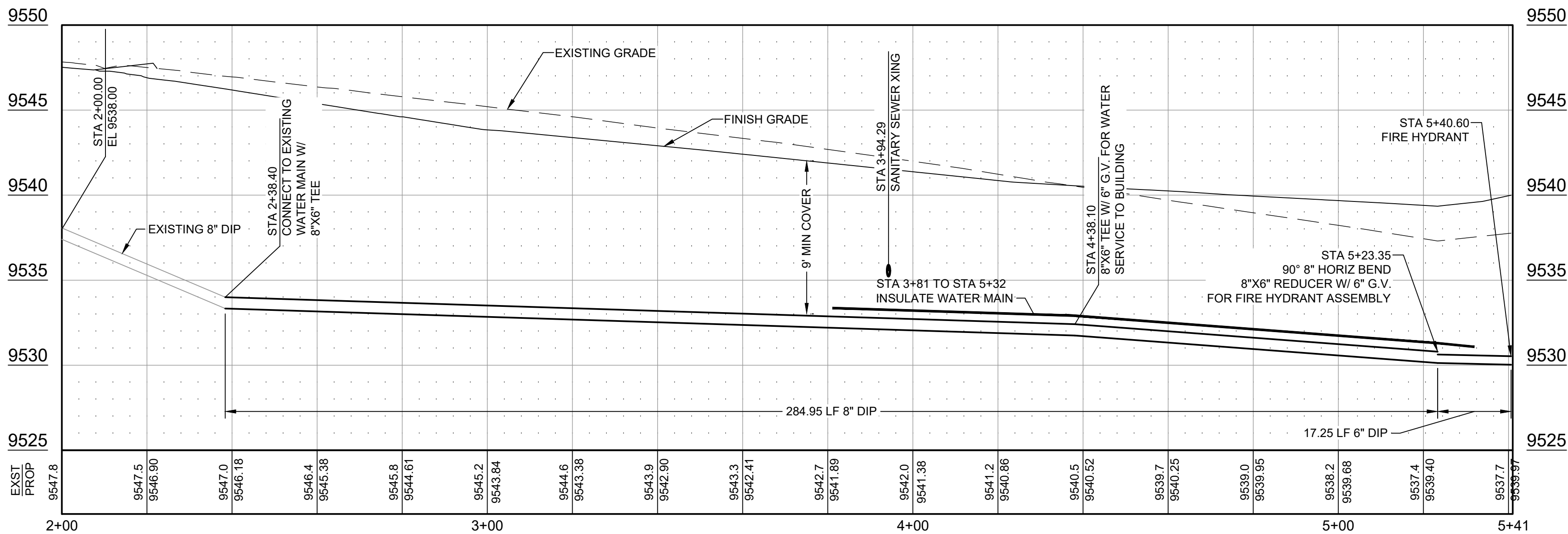
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WATER MAIN 5 PLAN
SCALE: 1" = 20'



WATER MAIN 5 CENTERLINE ALIGNMENT TABLE					
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	START NORTHING & EASTING	END NORTHING & EASTING
L1	38.40'		N23° 17' 57.59"E	N: 1602829.83 E: 2844903.71	N: 1602865.10 E: 2844918.90
L2	284.95'		N18° 58' 34.96"E	N: 1602865.10 E: 2844918.90	N: 1603134.56 E: 2845011.56
L3	17.25'		N70° 51' 10.09"W	N: 1603134.56 E: 2845011.56	N: 1603140.22 E: 2844995.26



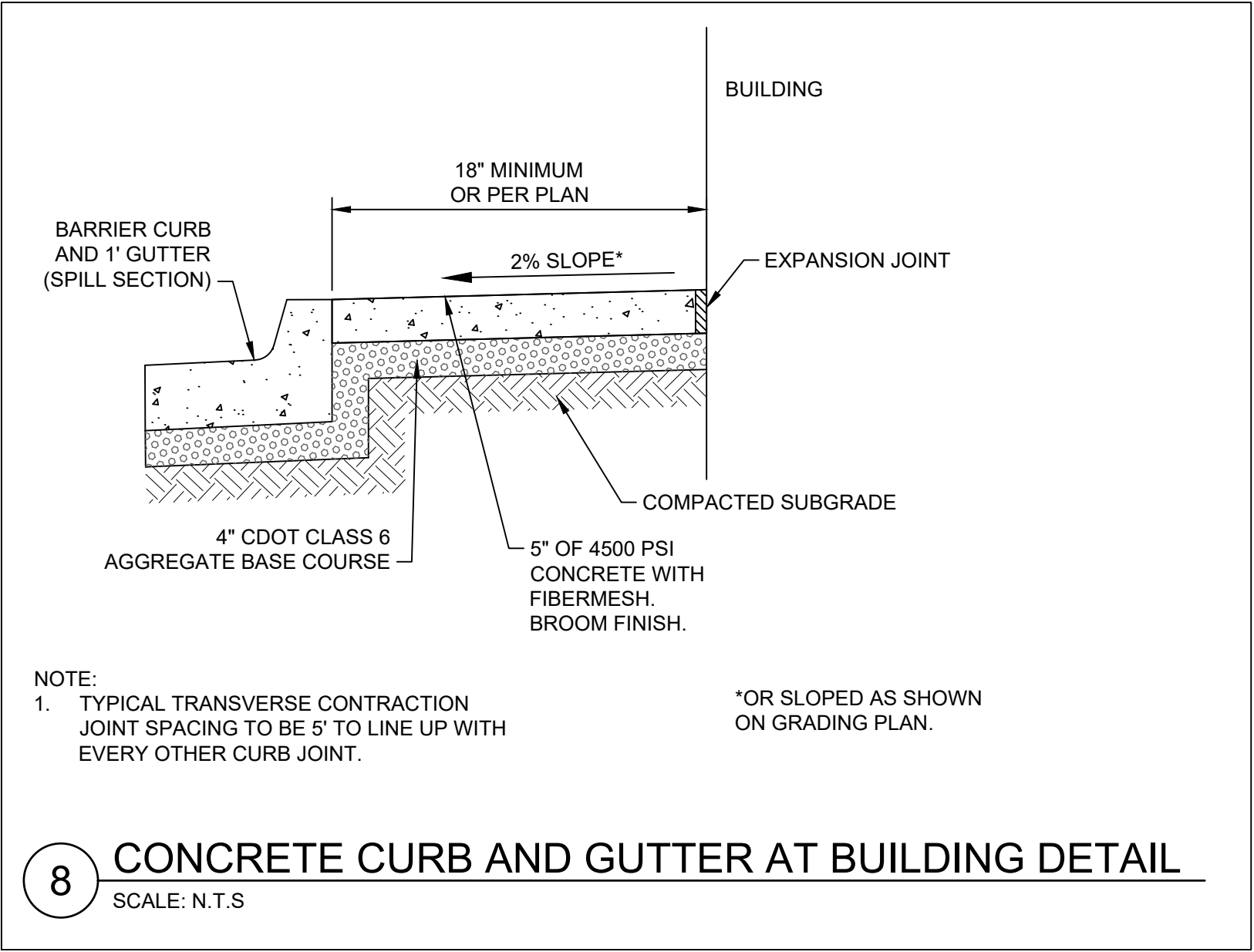
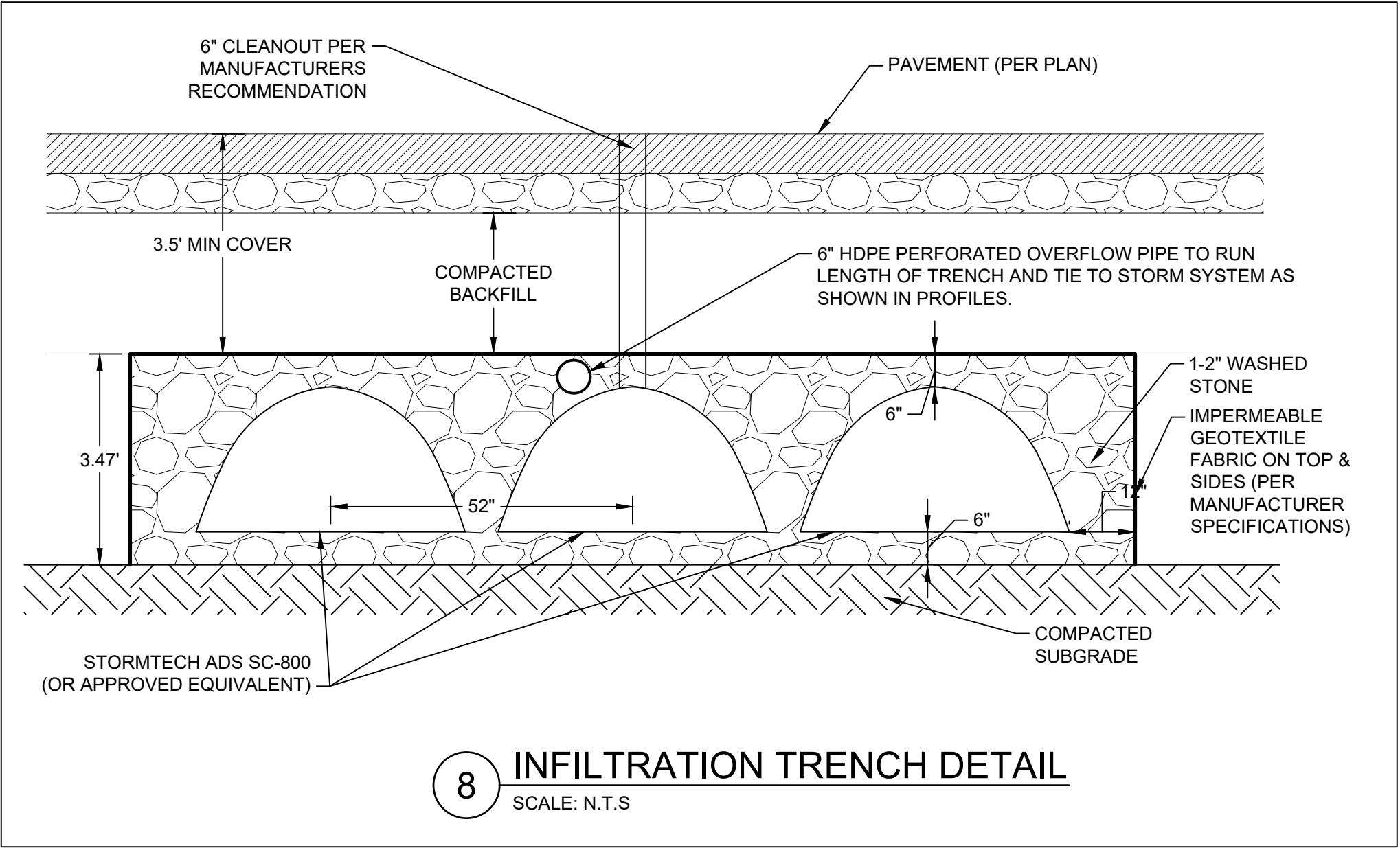
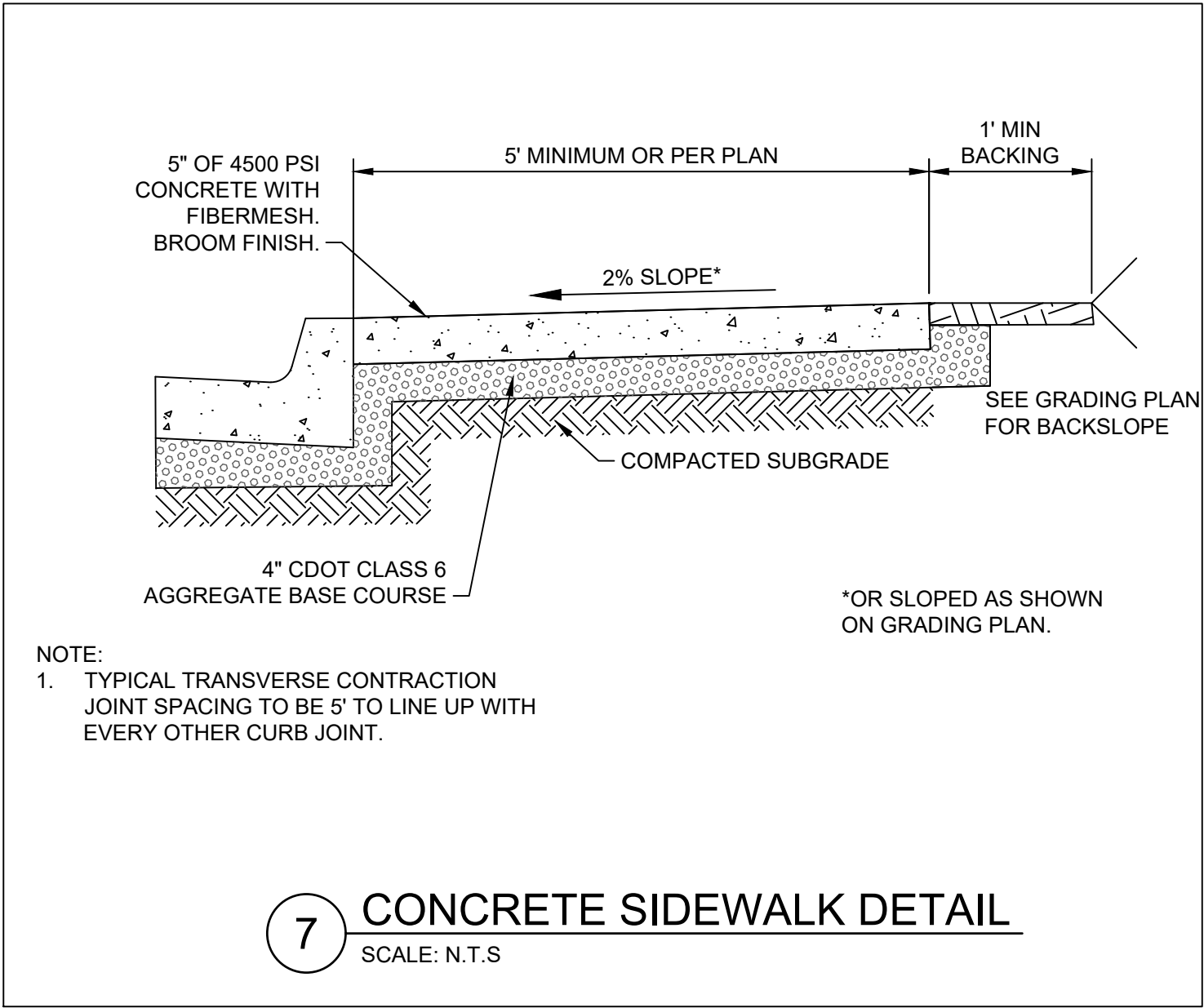
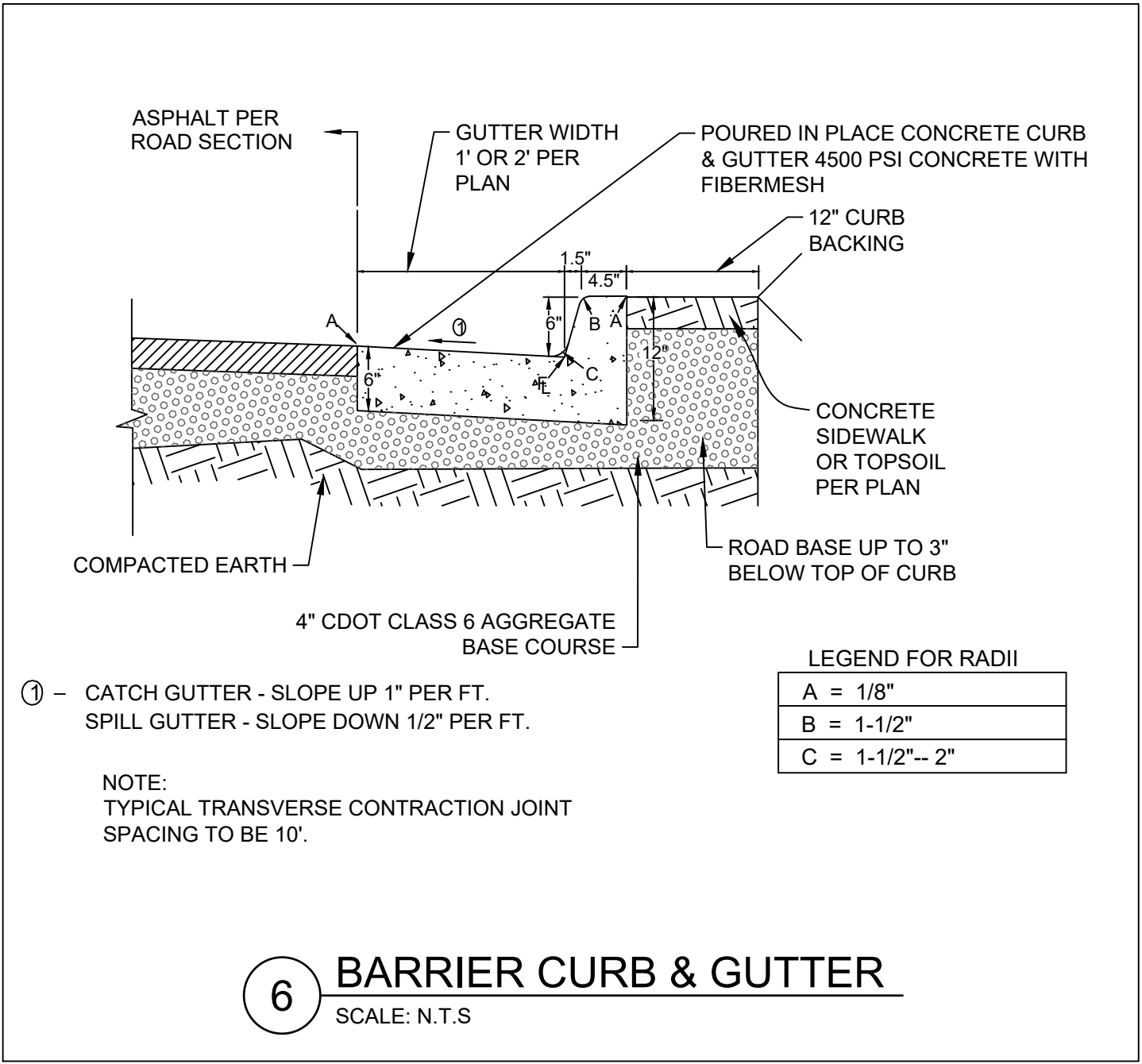
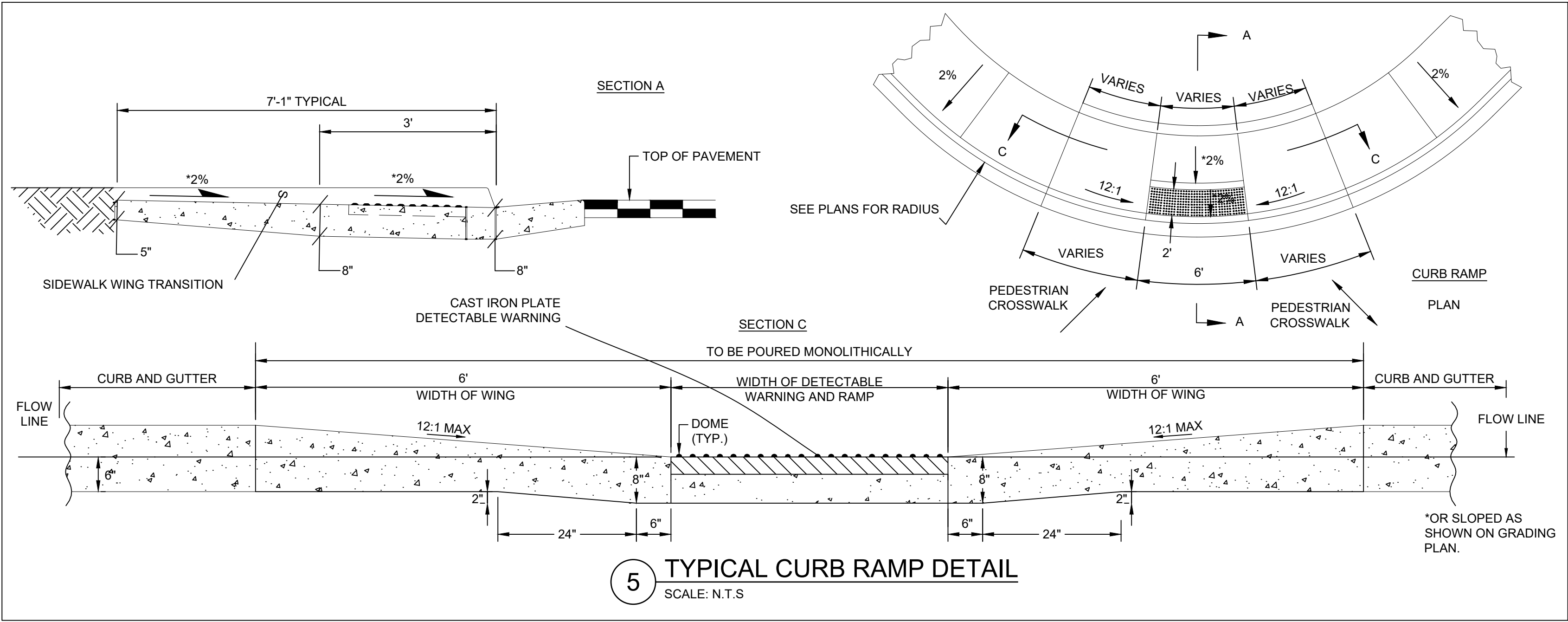
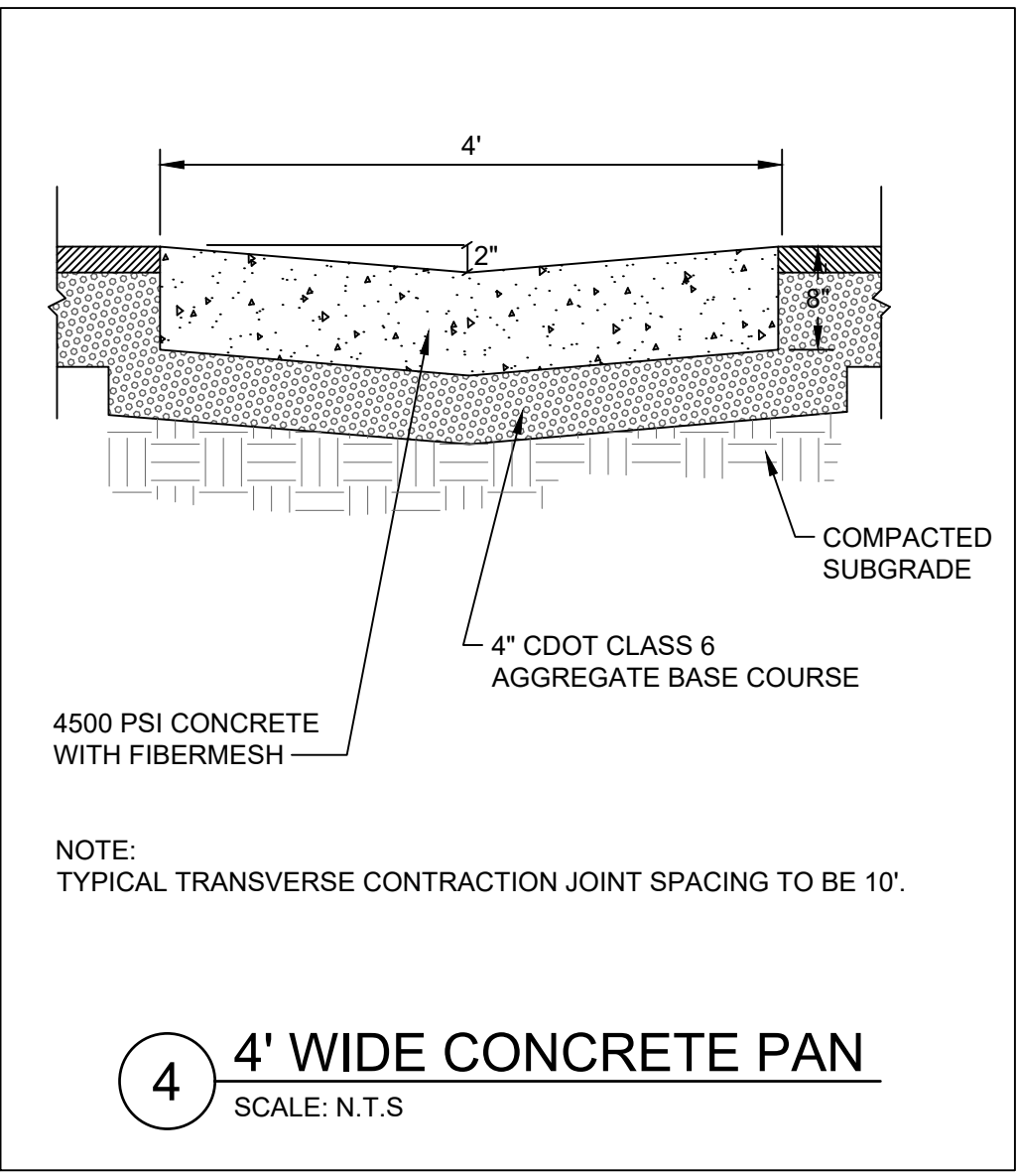
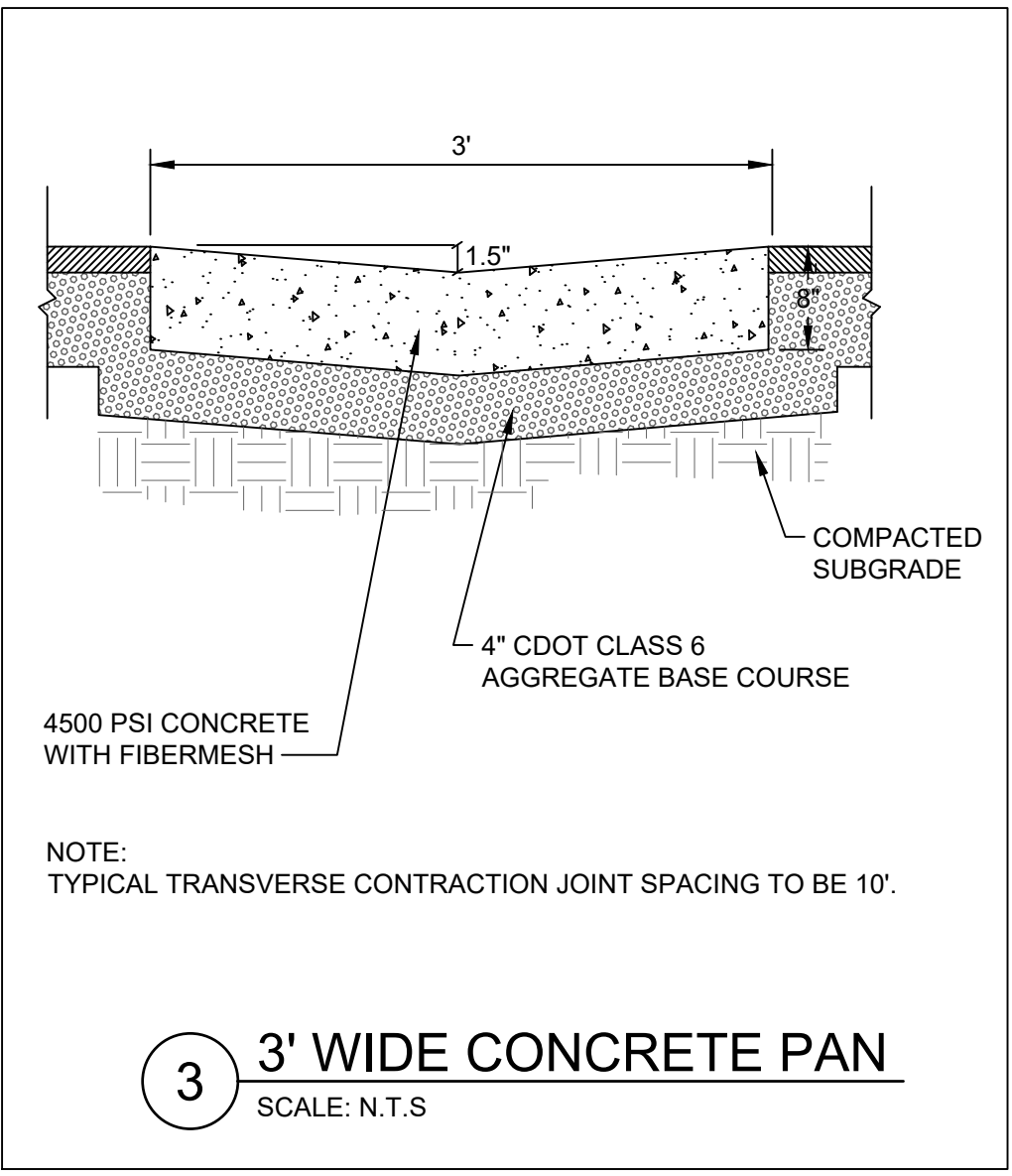
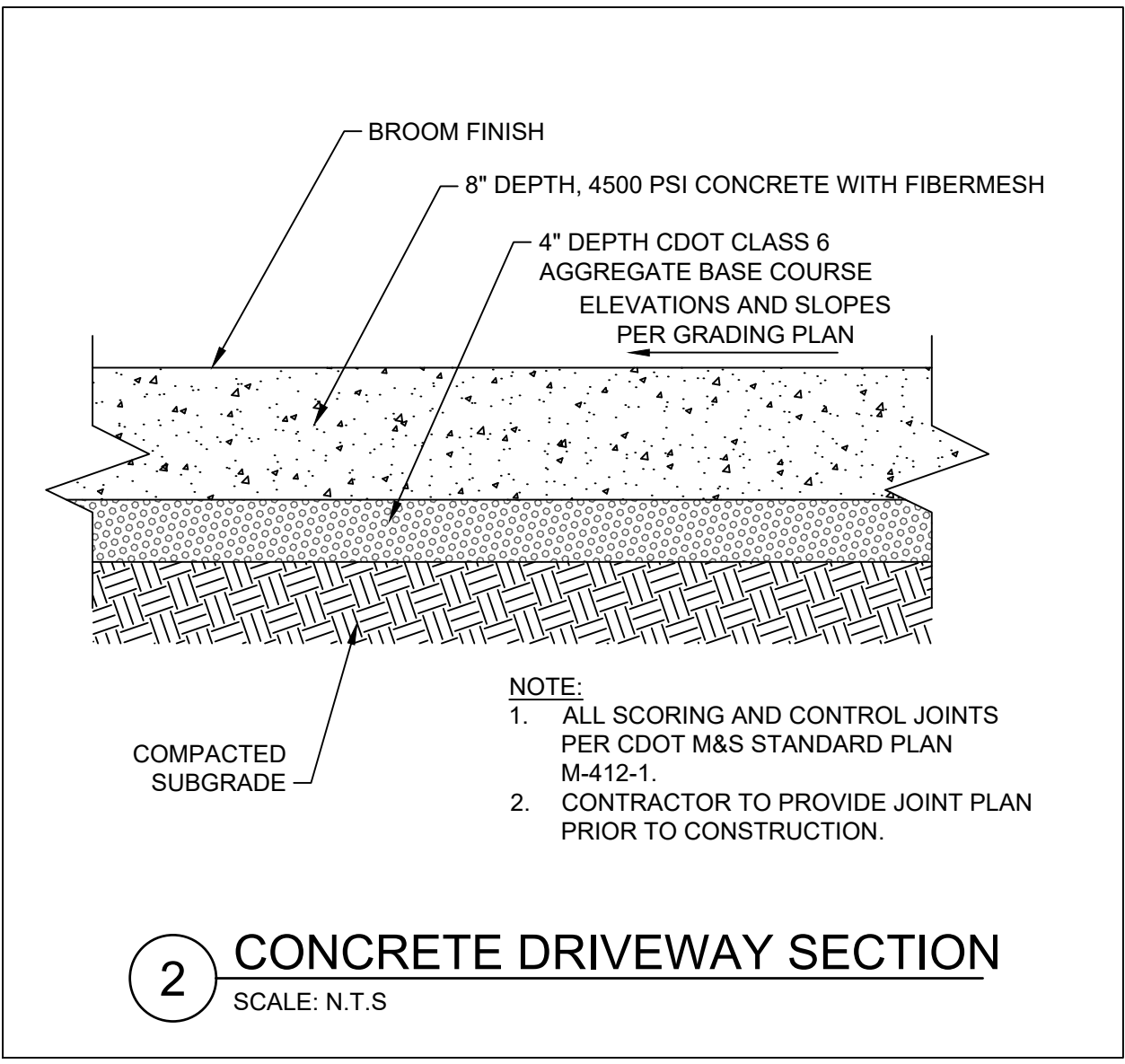
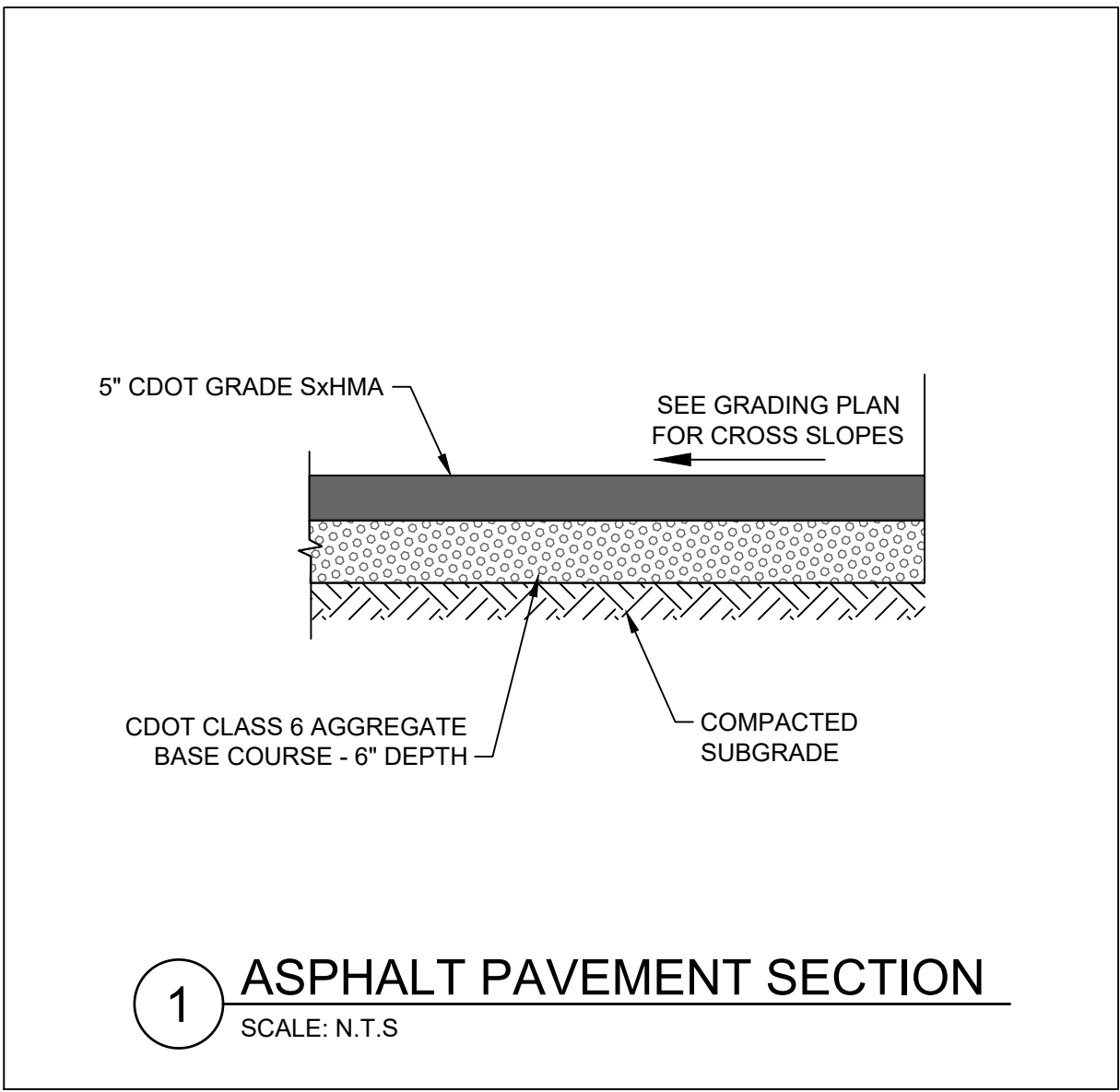
WATER MAIN 5 PROFILE
SCALE: HORIZ: 1" = 20' VERT: 1" = 5'

- NOTES:
- SEE SHEET C-504 FOR WATER SYSTEM DETAILS.
 - ALL TEES, BEND, PLUGS, HYDRANTS AND WET TAPS REQUIRE THRUST BLOCKS AS SHOWN ON SHEET C-504.
 - SEE TOWN OF BRECKENRIDGE CONSTRUCTION STANDARDS FOR CONSTRUCTION REQUIREMENTS.
 - CONTRACTOR SHALL POTHOLE EXISTING WATER AND SEWER PIPES ALONG THE ROUTE OF THE NEW WATER MAIN OR SERVICE LINES AND PROVIDE VERIFIED ELEVATIONS AND LOCATIONS OF PIPES TO ENGINEER 1 WEEK PRIOR TO CONSTRUCTION OF NEW WATER MAIN OR SERVICE LINE.

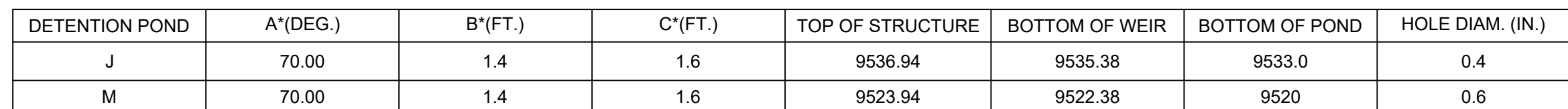


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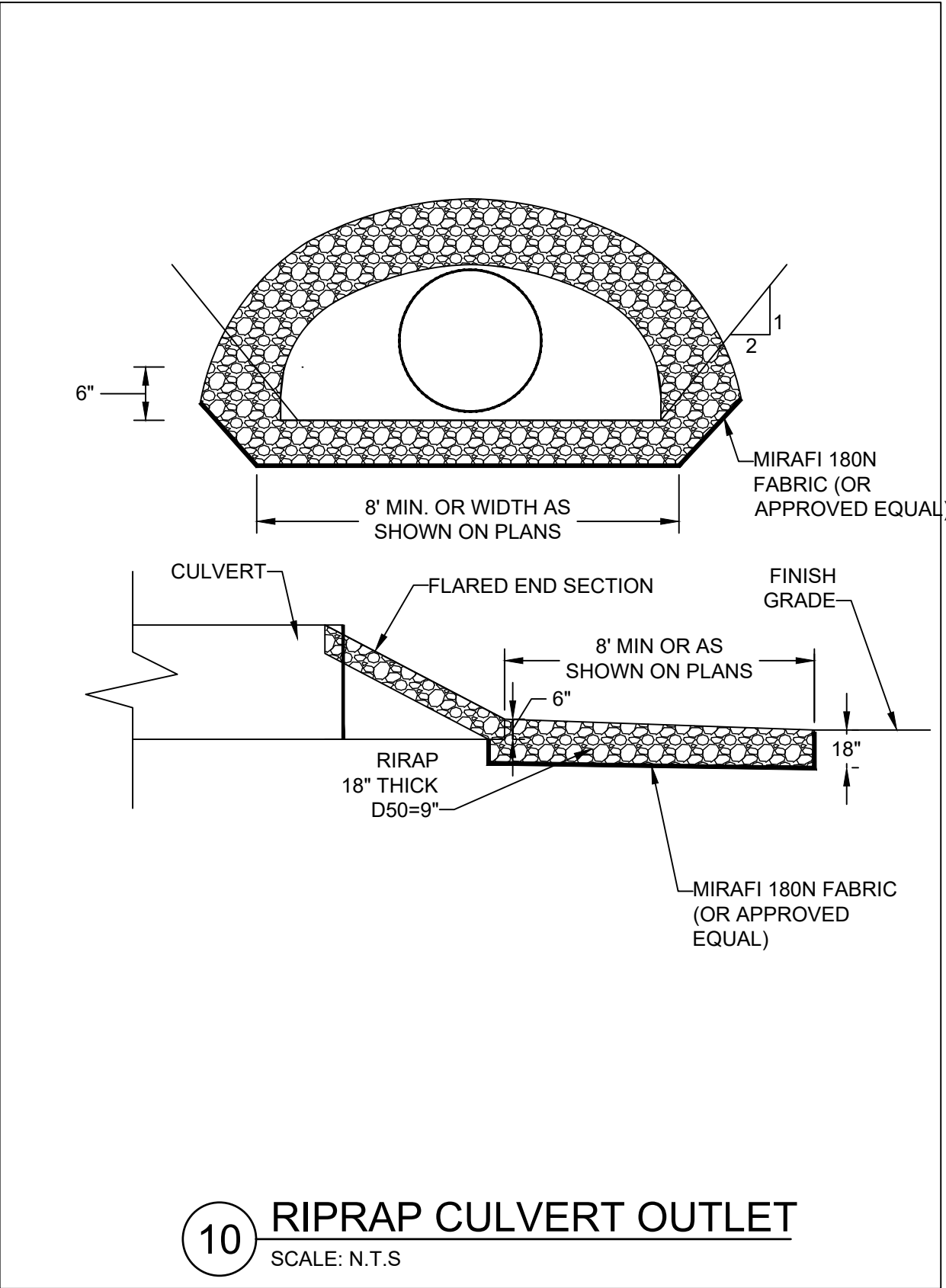
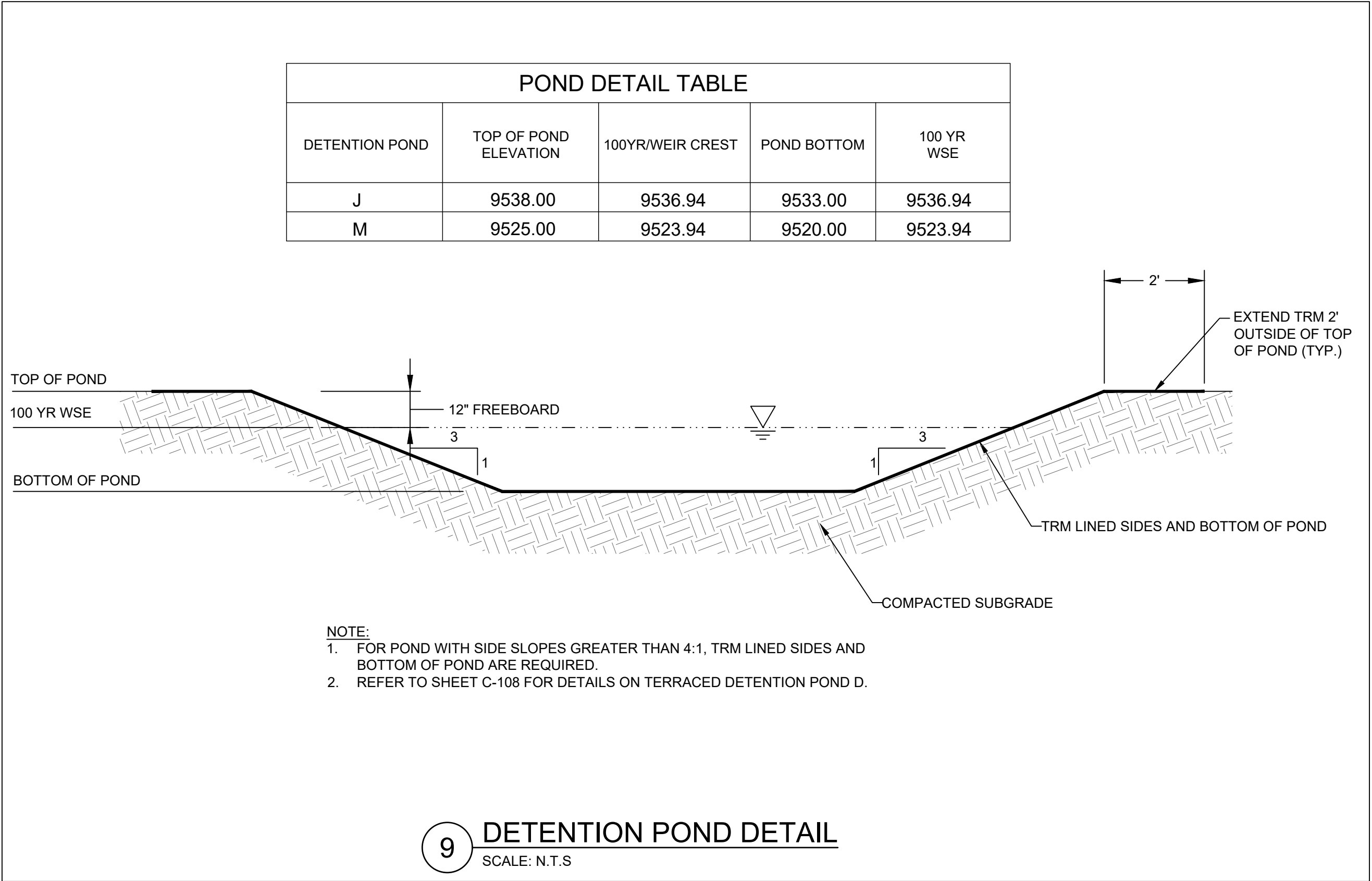
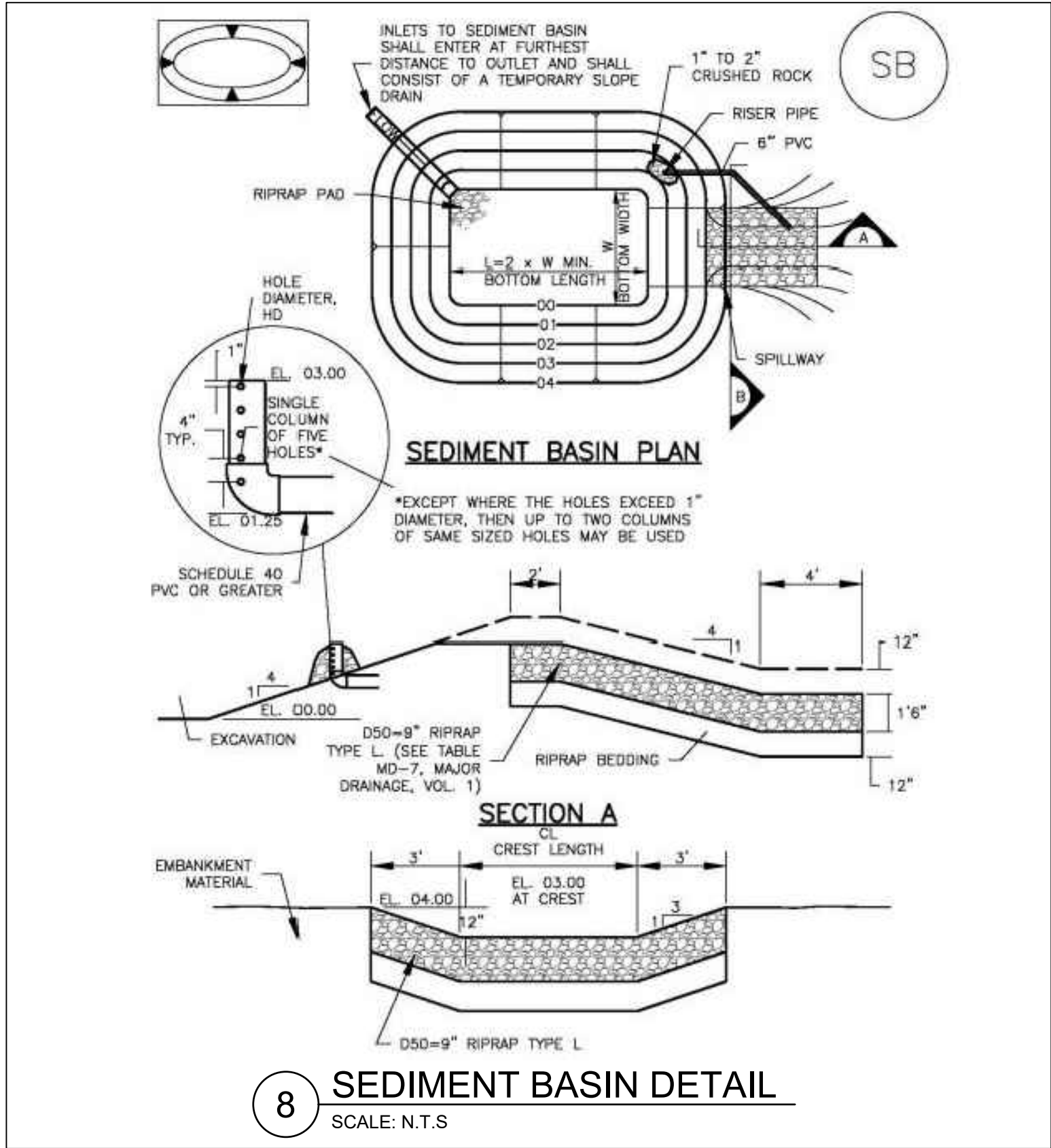
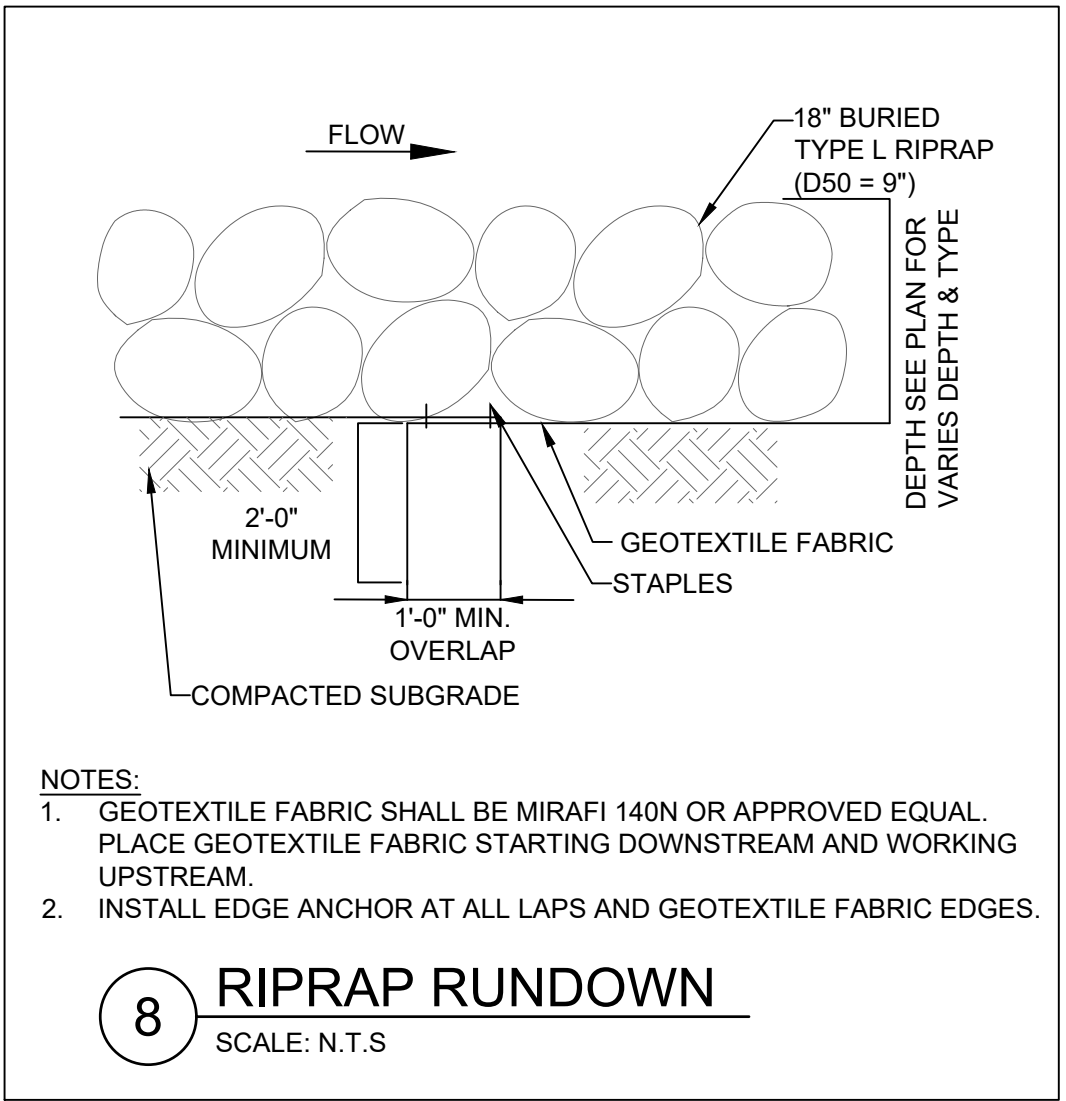
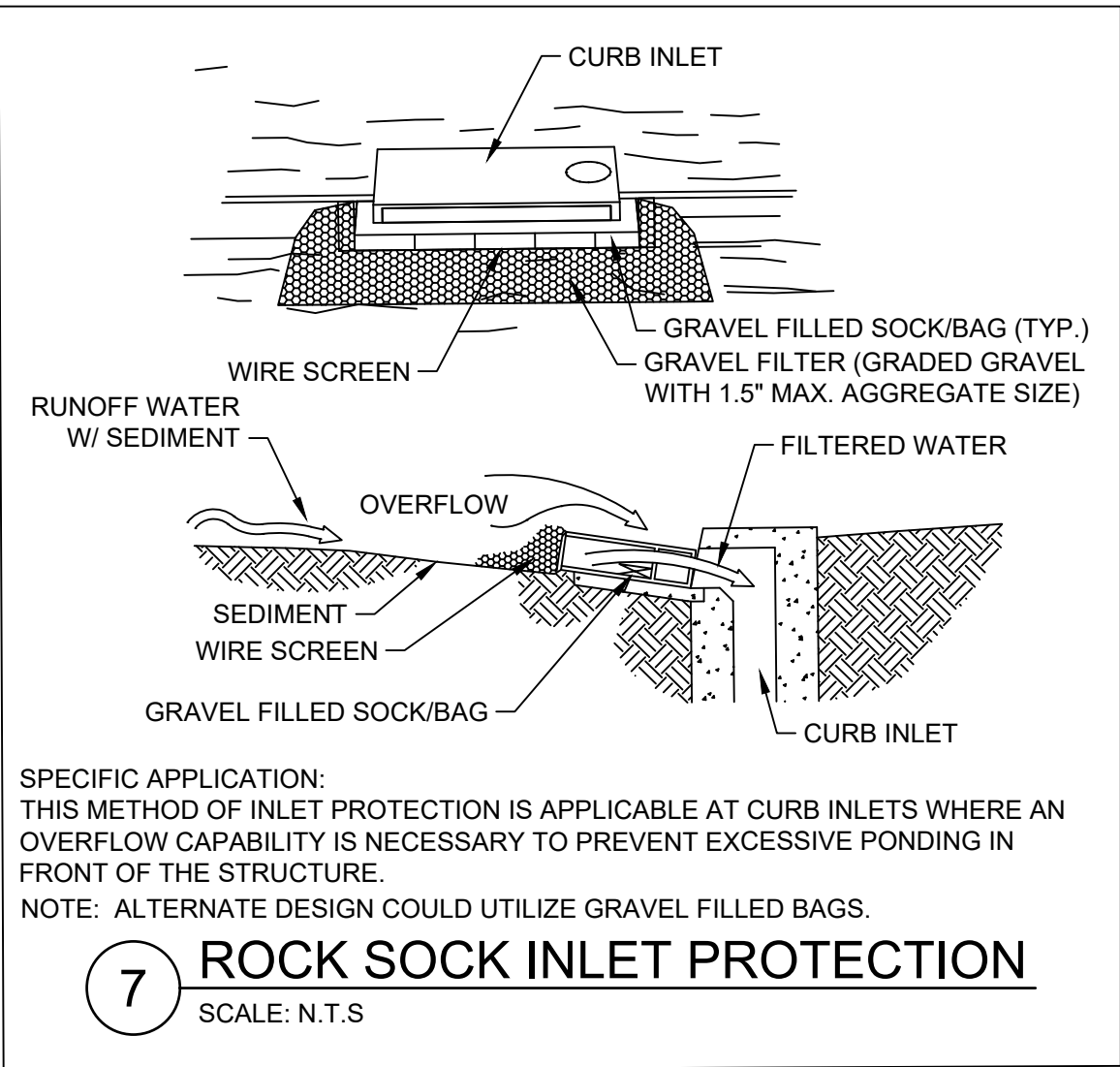
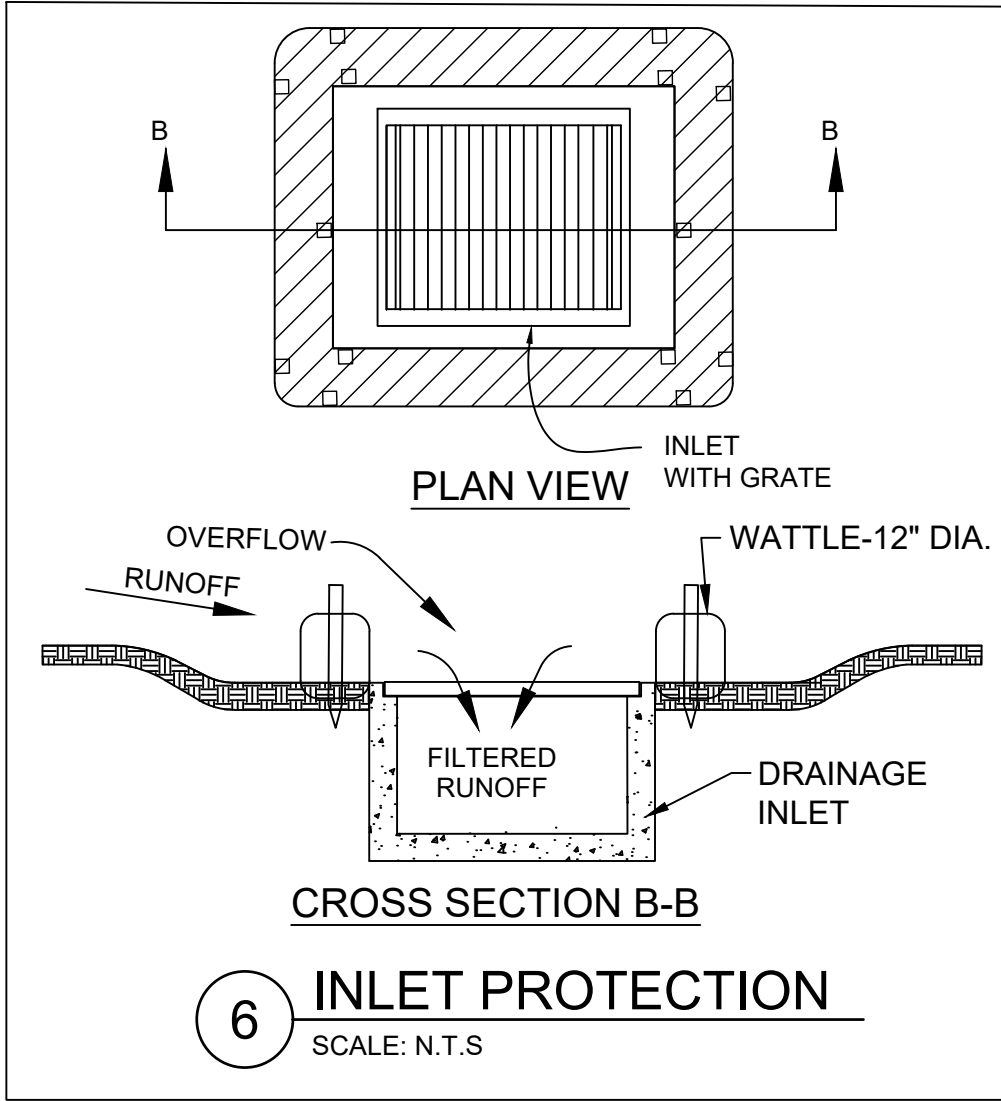
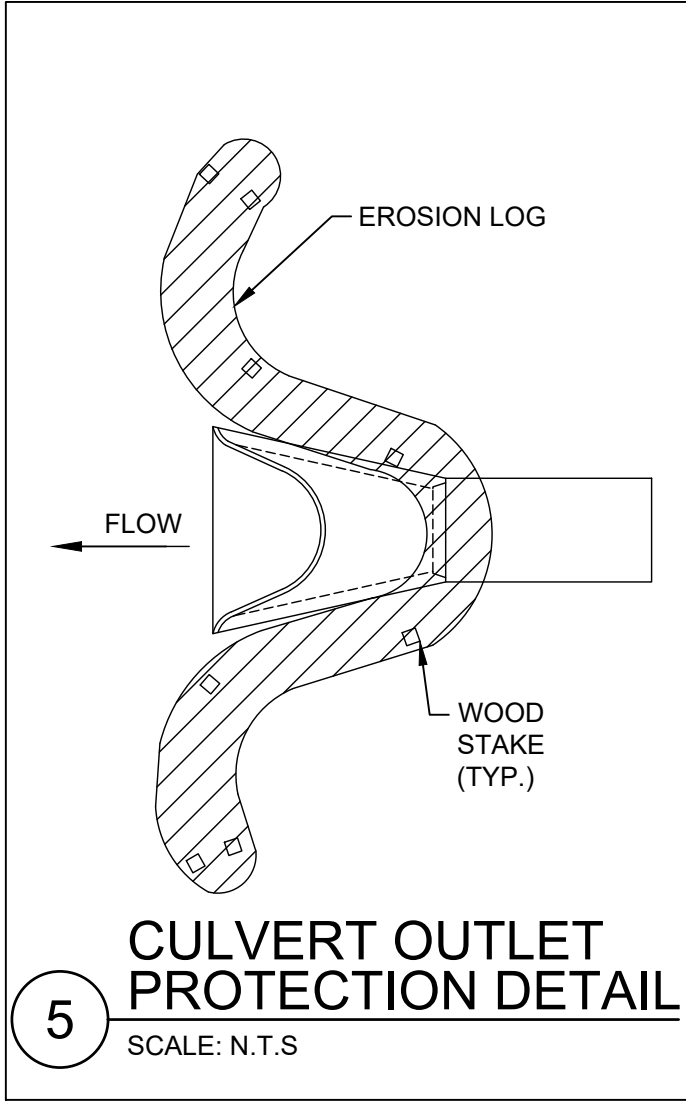
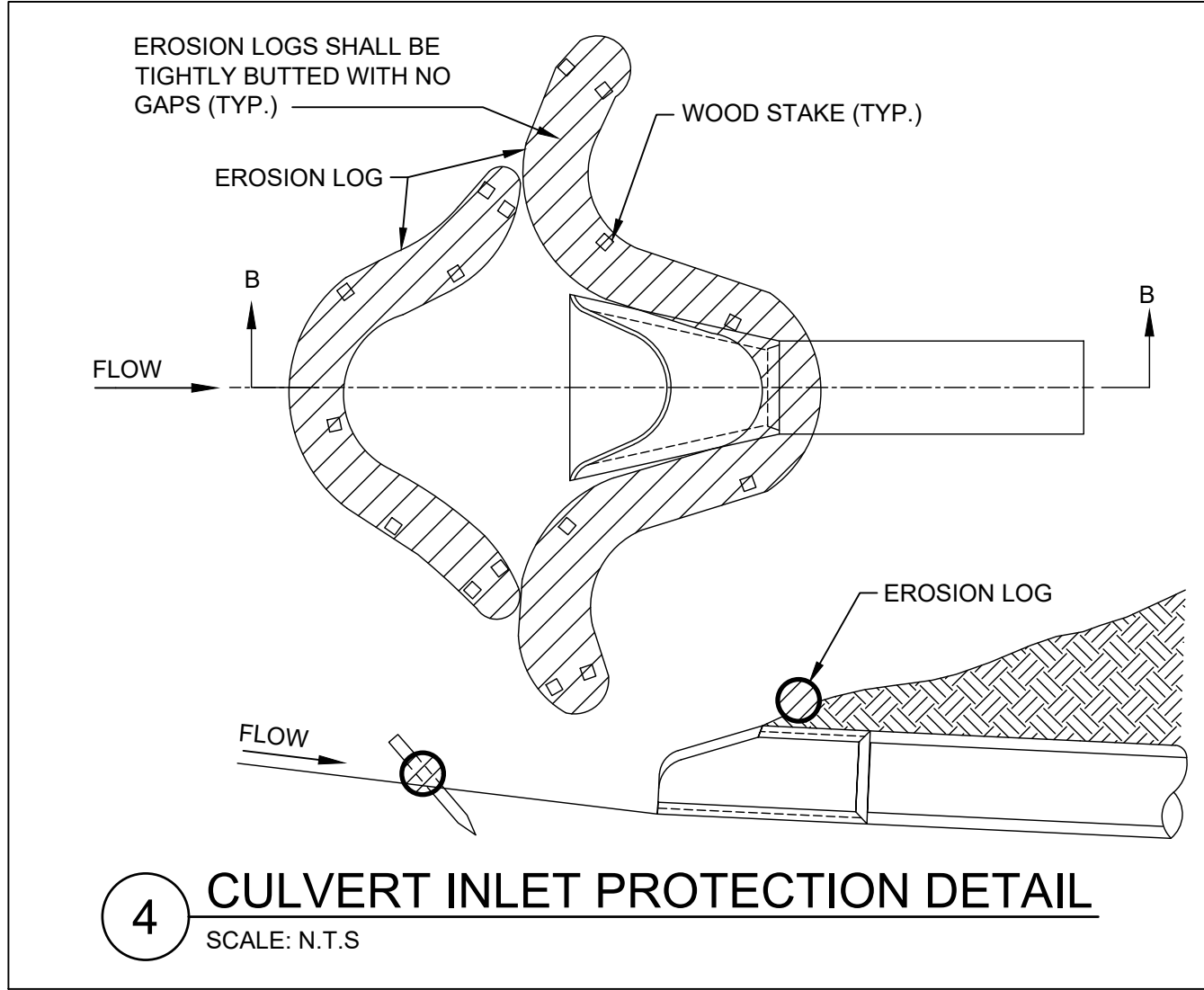
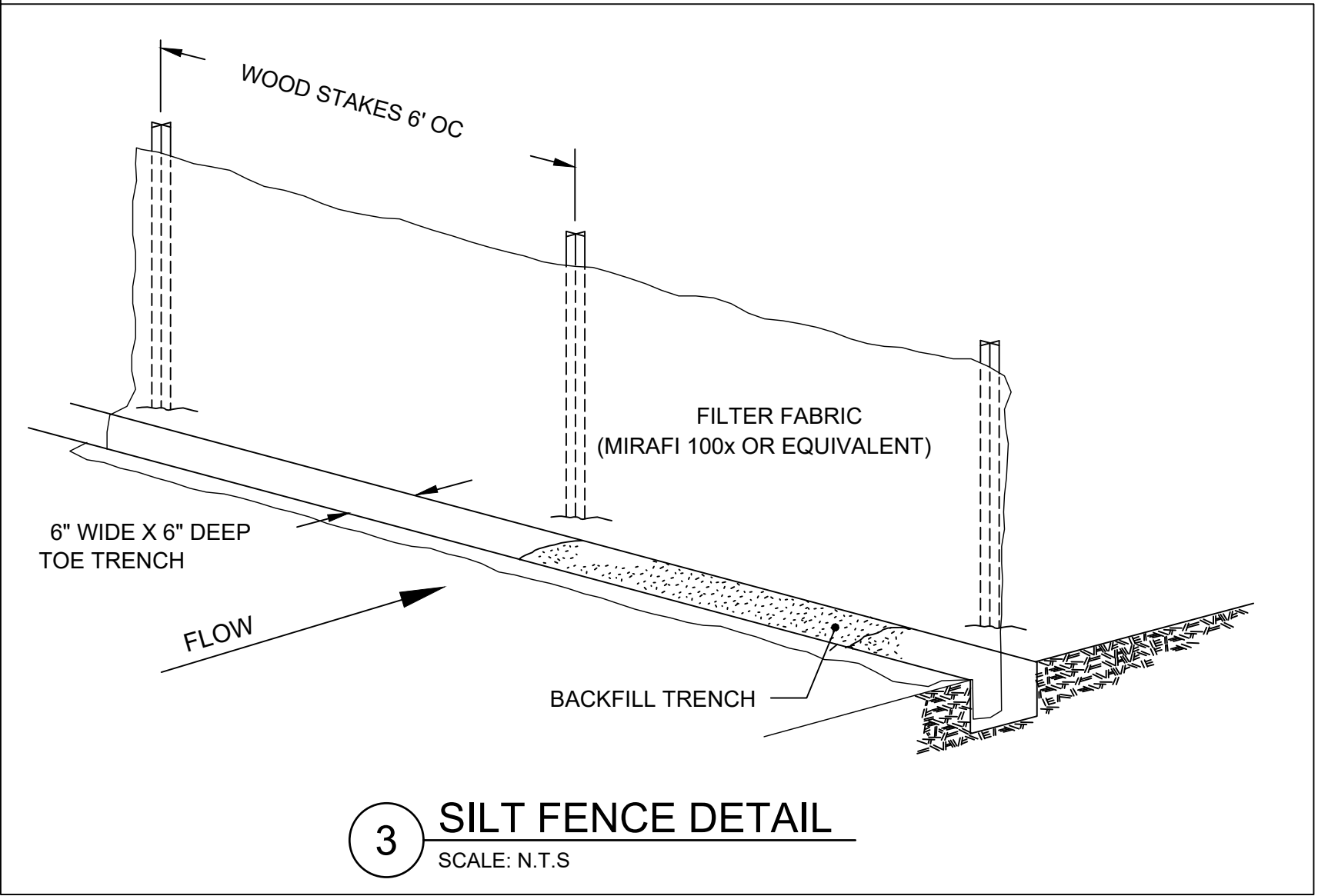
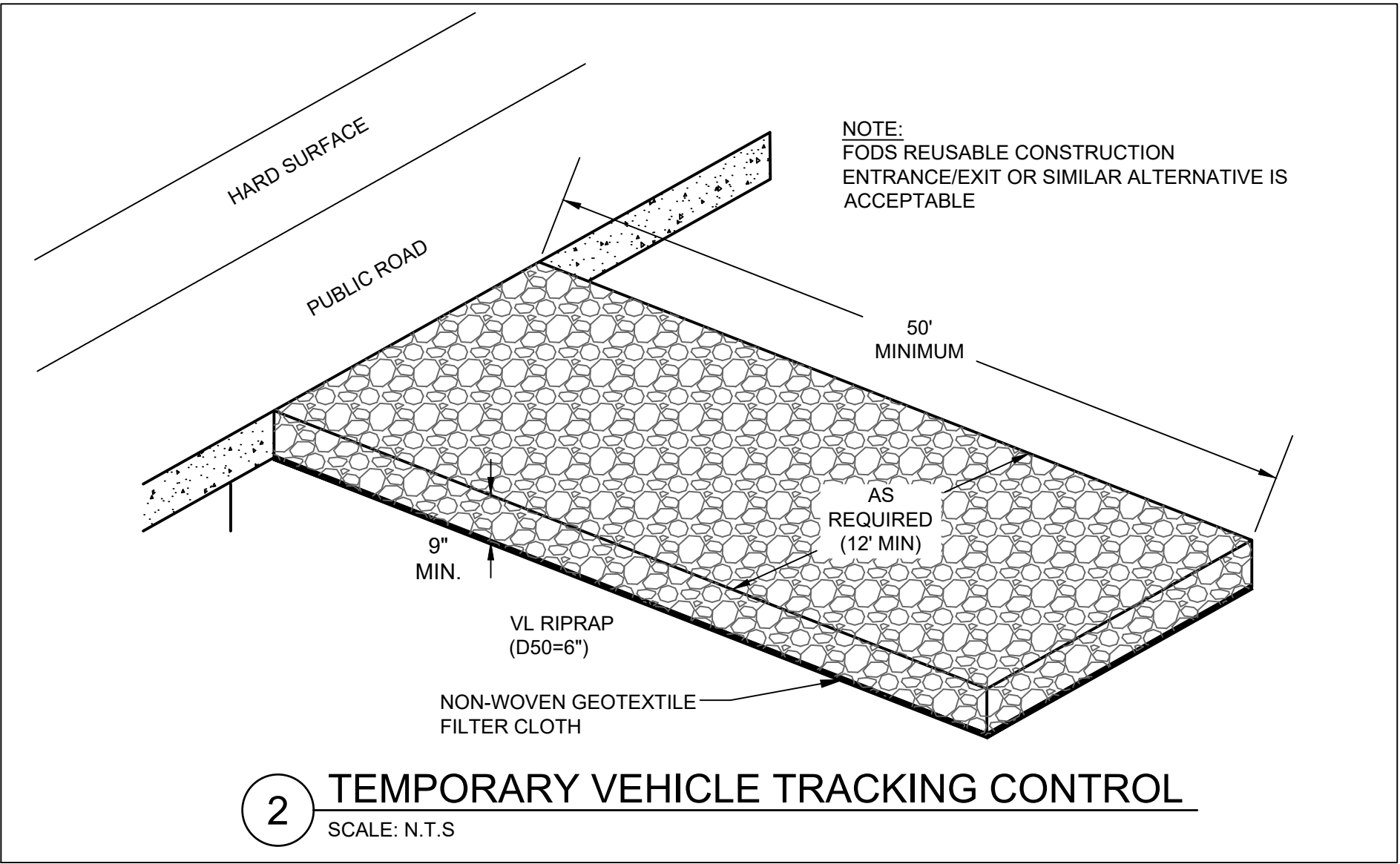
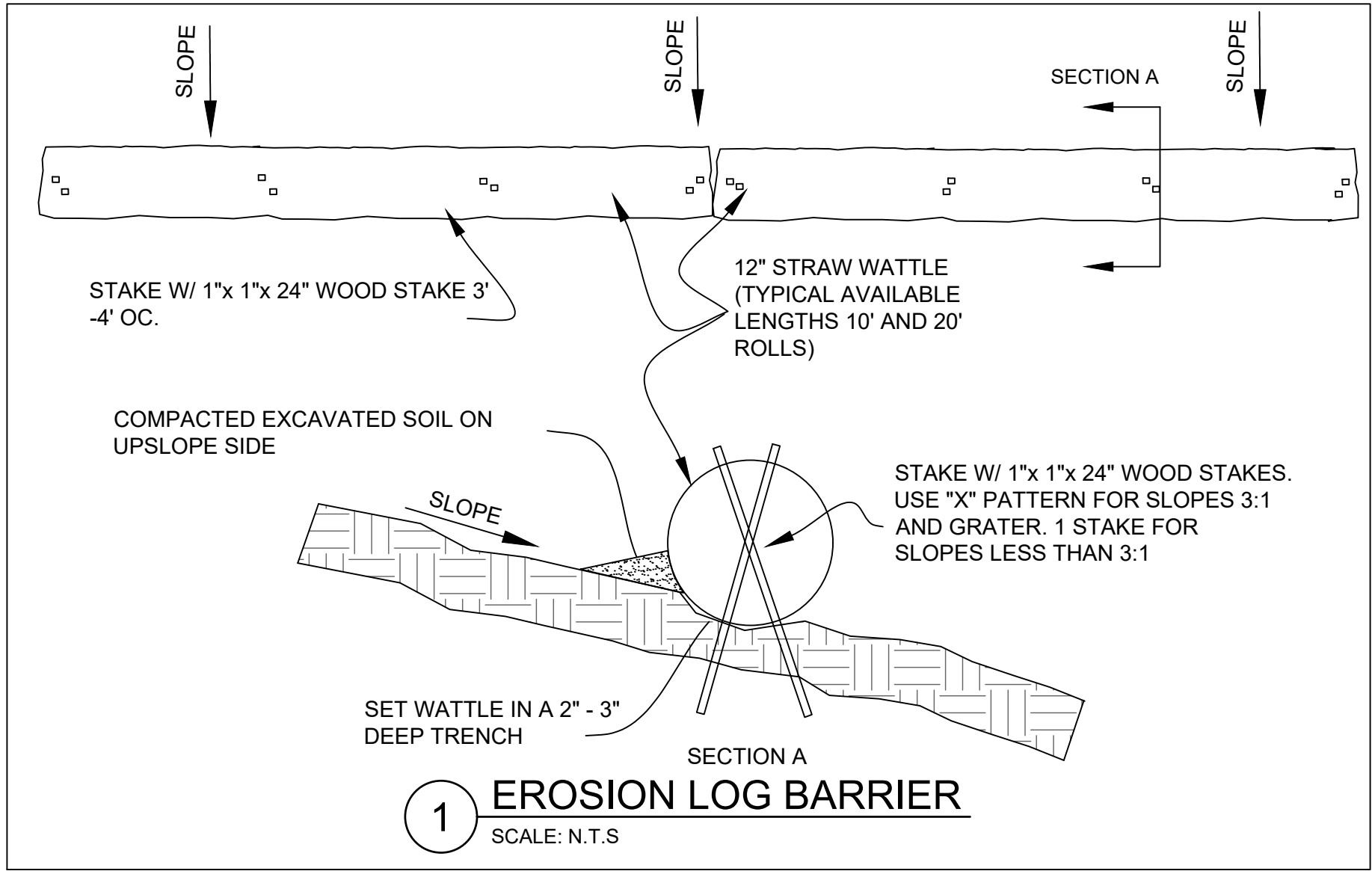
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NORTH GOLD RUSH / PARCEL 2
LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER
415 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

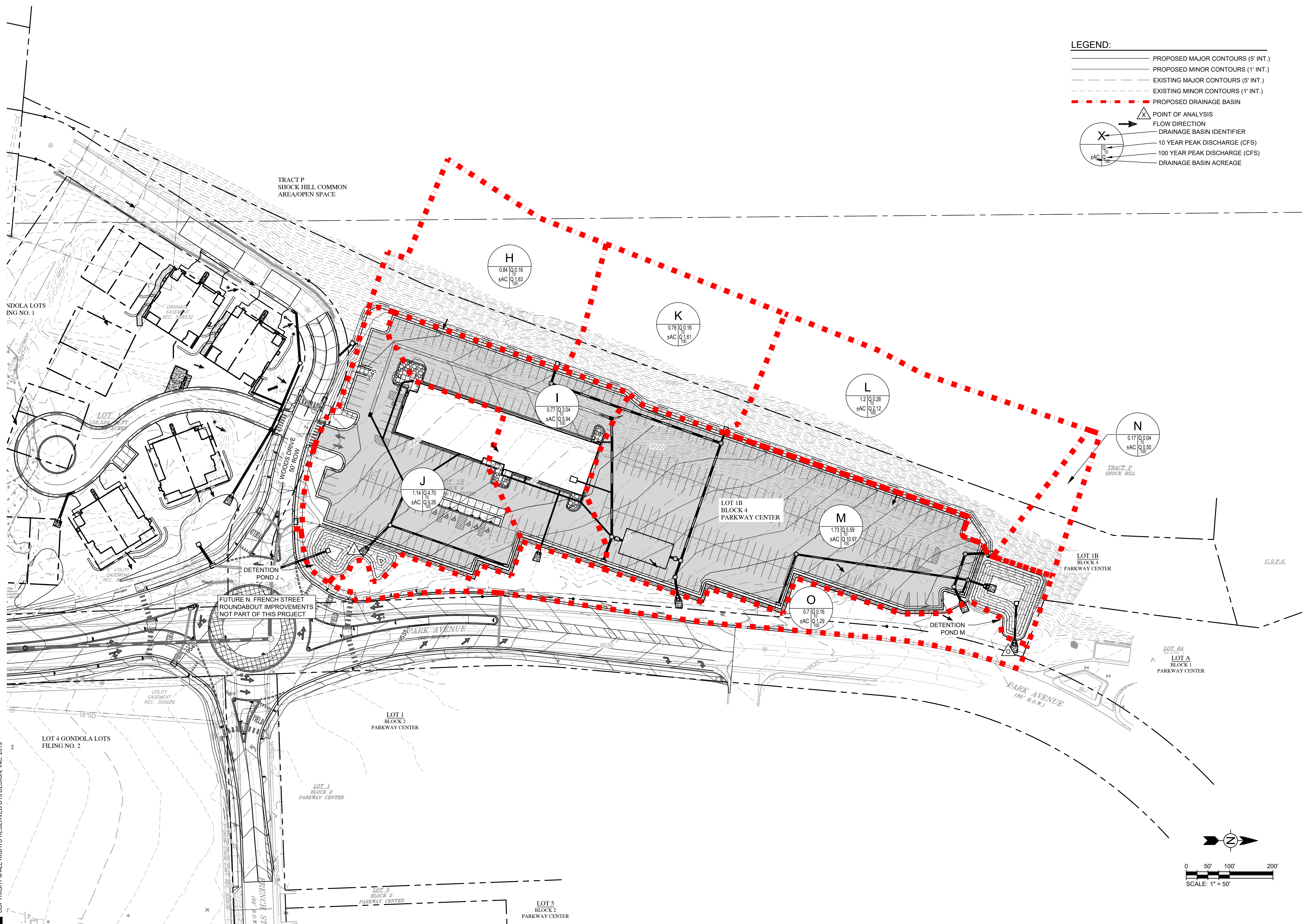
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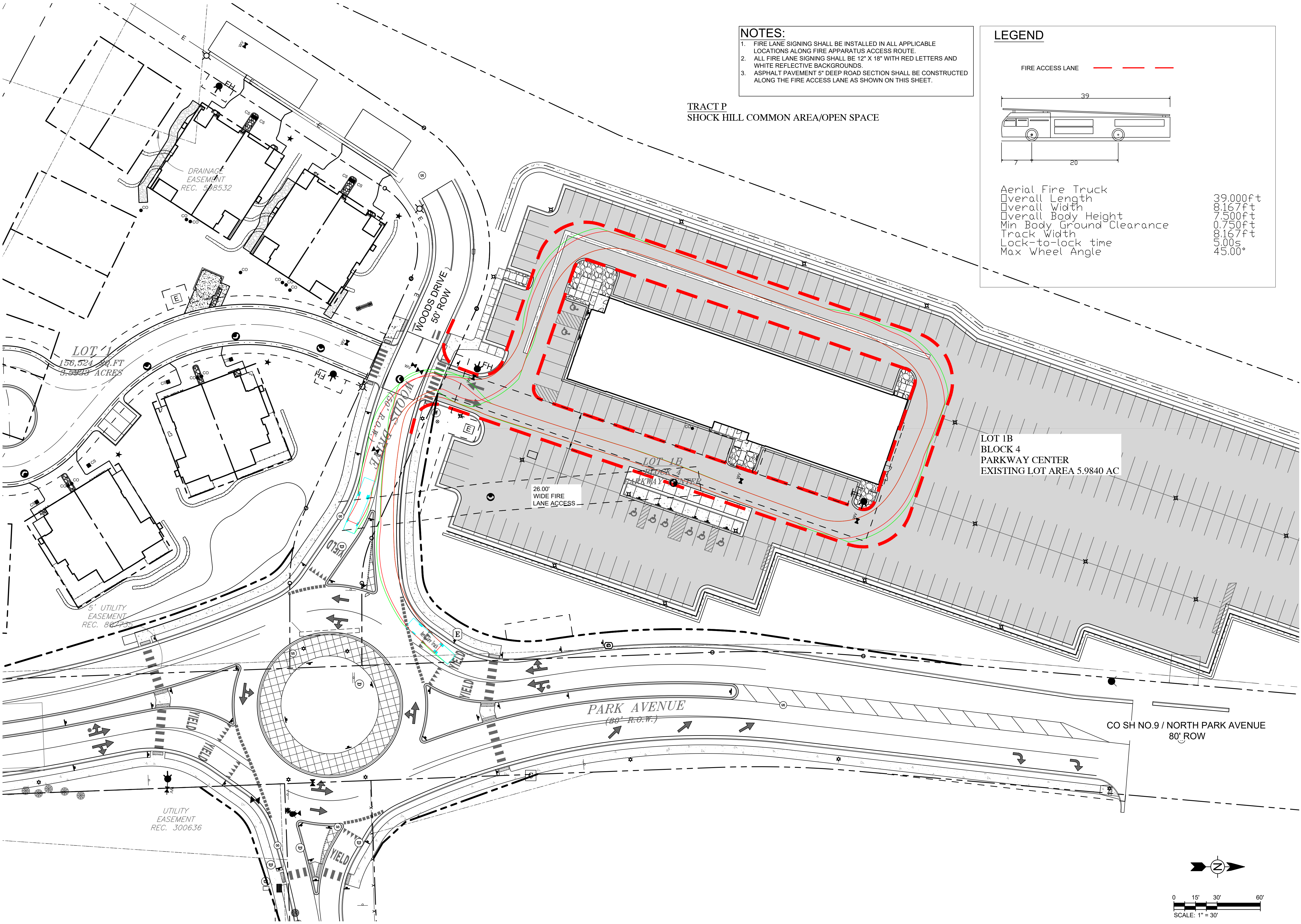
PROPOSED
DRAINAGE BASIN
PLAN

SHEET NUMBER: _____

EX A-3

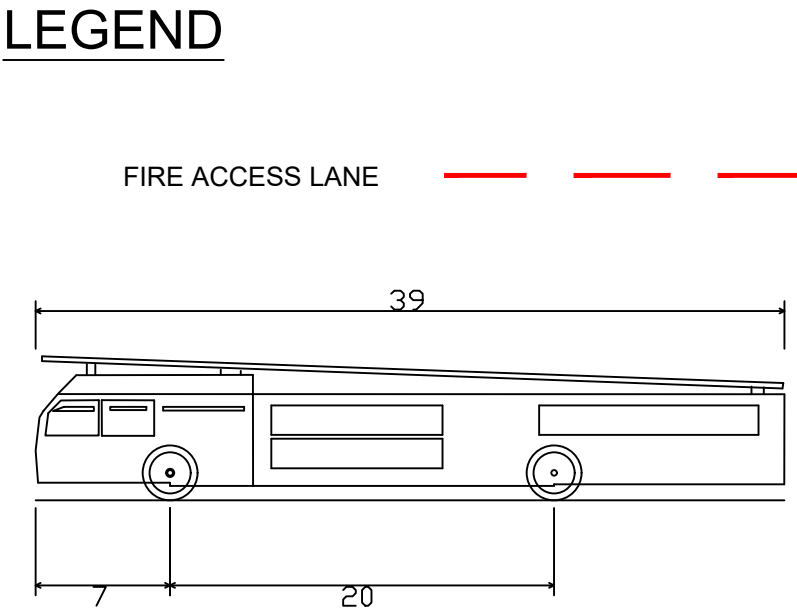


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- NOTES:**
1. FIRE LANE SIGNING SHALL BE INSTALLED IN ALL APPLICABLE LOCATIONS ALONG FIRE APPARATUS ACCESS ROUTE.
 2. ALL FIRE LANE SIGNING SHALL BE 12" X 18" WITH RED LETTERS AND WHITE REFLECTIVE BACKGROUNDS.
 3. ASPHALT PAVEMENT 5" DEEP ROAD SECTION SHALL BE CONSTRUCTED ALONG THE FIRE ACCESS LANE AS SHOWN ON THIS SHEET.

TRACT P
SHOCK HILL COMMON AREA/OPEN SPACE



Aerial Fire Truck
Overall Length 39.000ft
Overall Width 8.167ft
Overall Body Height 7.500ft
Min Body Ground Clearance 0.750ft
Track Width 8.167ft
Lock-to-lock time 5.00s
Max Wheel Angle 45.00°

LOT 1B
BLOCK 4
PARKWAY CENTER
EXISTING LOT AREA 5.9840 AC



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NORTH GOLD RUSH / PARCEL 2
LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER
415 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

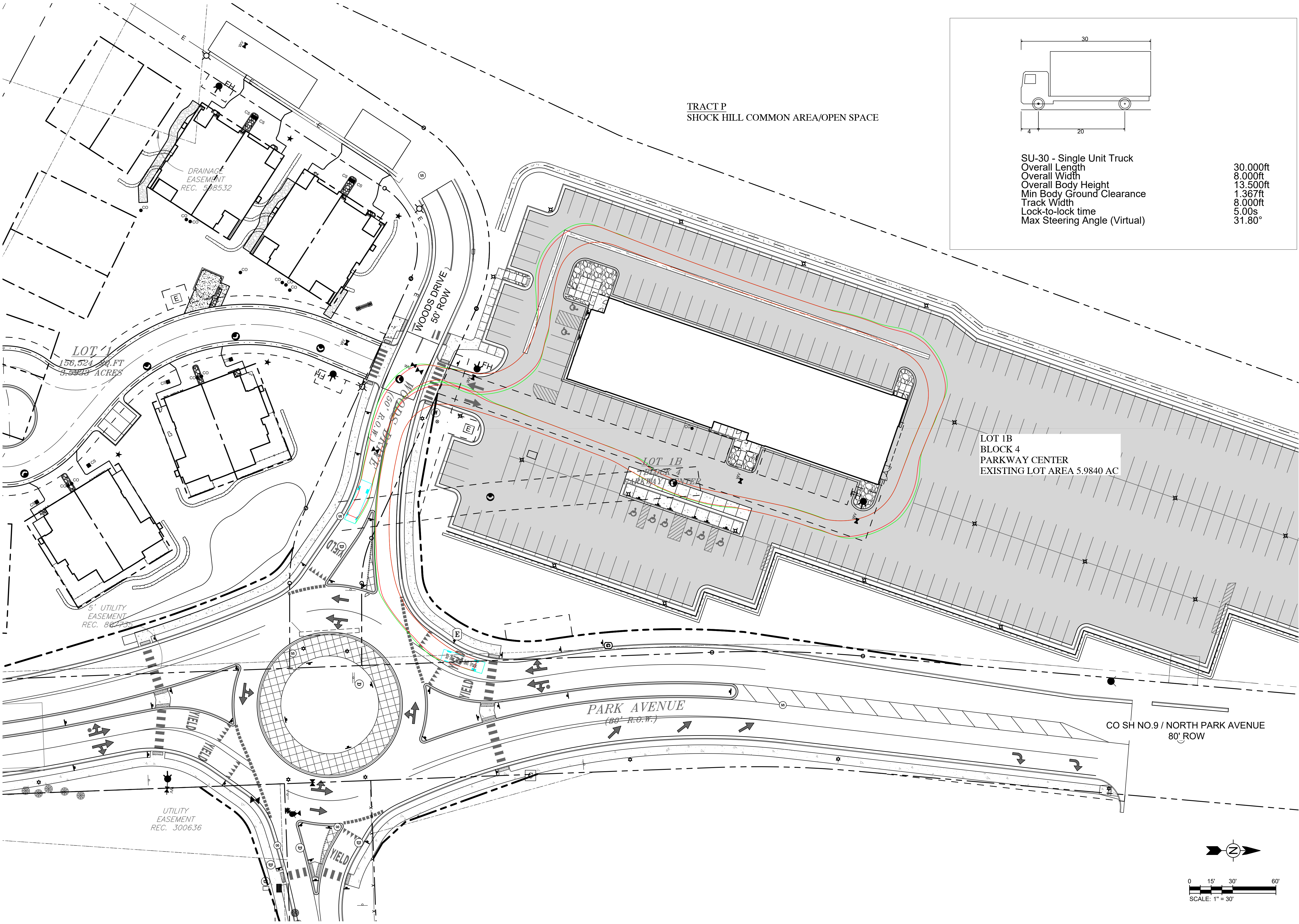
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SHEET TITLE:
FIRE TRUCK
ACCESS EXHIBIT

SHEET NUMBER:

EX B1

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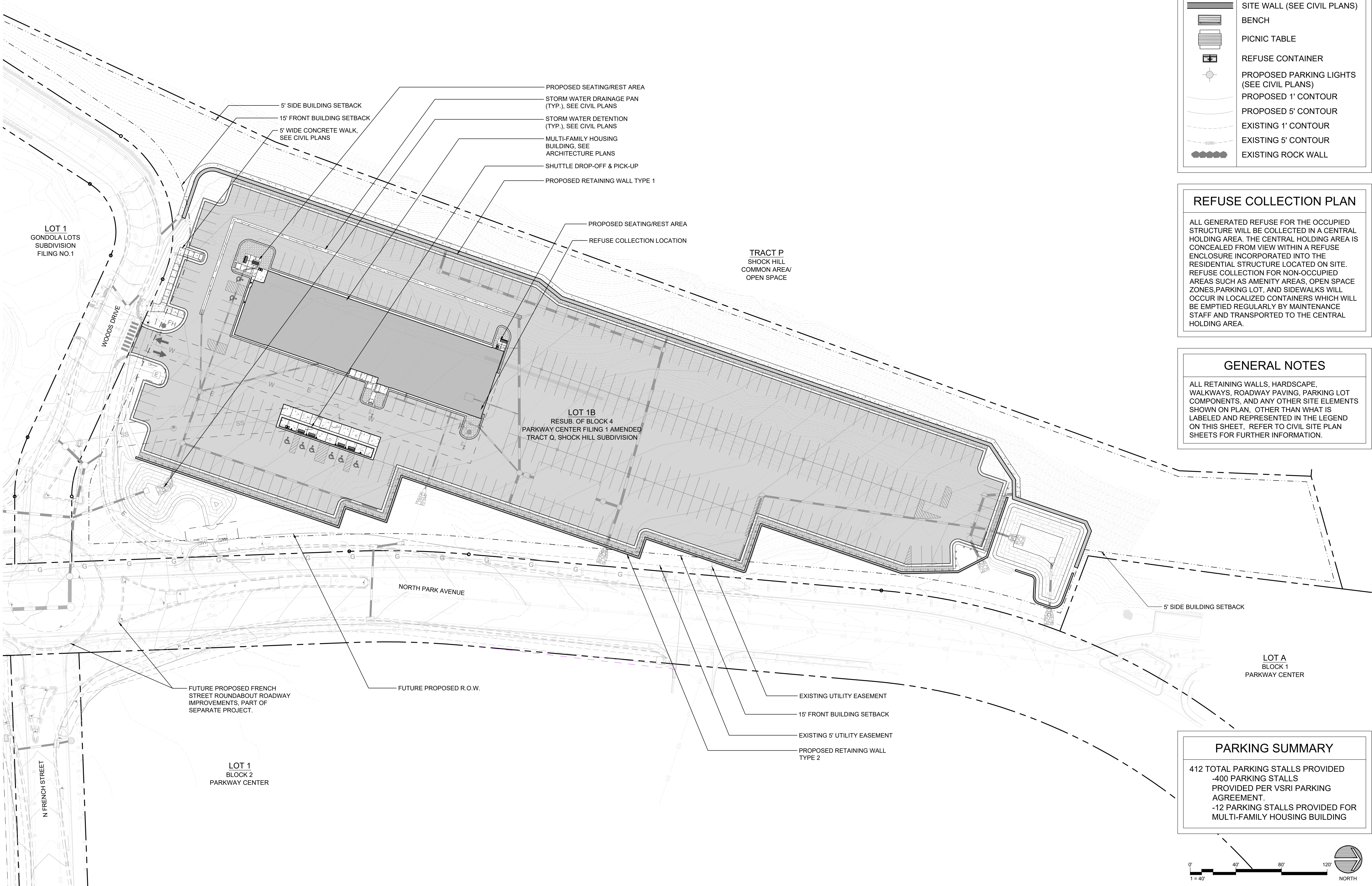
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SHEET TITLE:
SHUTTLE ACCESS
EXHIBIT

SHEET NUMBER:

EX B2

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LANDSCAPE SITE PLAN
LEGEND

PROPERTY LINE

SETBACK LINE

EASEMENT LINE

SITE WALL (SEE CIVIL PLANS)

BENCH

PICNIC TABLE

REFUSE CONTAINER

PROPOSED PARKING LIGHTS
(SEE CIVIL PLANS)

PROPOSED 1' CONTOUR

PROPOSED 5' CONTOUR

EXISTING 1' CONTOUR

EXISTING 5' CONTOUR

EXISTING ROCK WALL

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 RESIDENTIAL STRUCTURE LOCATED ON SITE. REFUSE COLLECTION FOR NON-OCCUPIED AREAS SUCH AS AMENITY AREAS, OPEN SPACE ZONES, PARKING LOT, AND SIDEWALKS WILL OCCUR IN LOCALIZED 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.

PARKING SUMMARY

412 TOTAL PARKING STALLS PROVIDED
-400 PARKING STALLS
PROVIDED PER VSRI PARKING
AGREEMENT.
-12 PARKING STALLS PROVIDED FOR
MULTI-FAMILY HOUSING BUILDING

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	3 03/03/2025
	4 03/25/2025

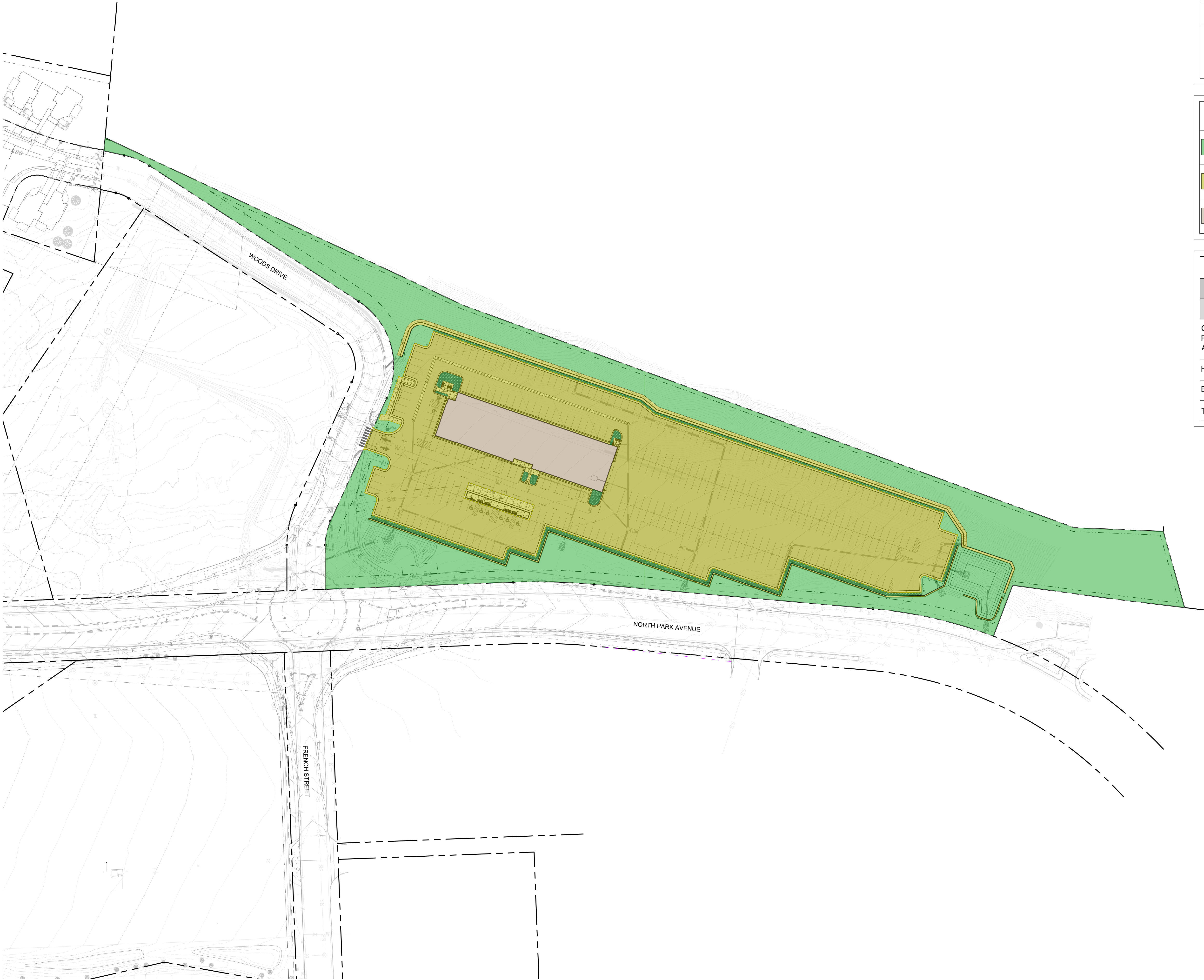
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LANDSCAPE
SITE PLAN

SHEET NUMBER:

L100

Page 40 of 180

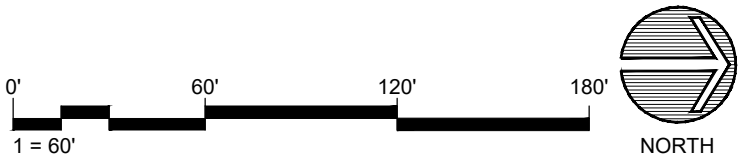
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LANDSCAPE SITE LEGEND	
	PROPERTY LINE
	SETBACK LINE
	EASEMENT LINE

LOT COVERAGE DIAGRAM LEGEND	
	OPEN SPACE / PERMEABLE AREAS
	HARDSCAPE AREAS
	BUILDING AREAS

LOT COVERAGE SUMMARY		
GOLD RUSH NORTH - LOT 1B - BLOCK 4		
	SQ.FT	PERCENTAGE
OPEN SPACE/ PERMEABLE AREA	117,113 S.F.	45.0%
HARDSCAPE	129,612 S.F.	49.7%
BUILDING	13,938 S.F.	5.3%
TOTAL LOT AREA	260,663 S.F.	100%



NORTH GOLD RUSH / PARCEL 2

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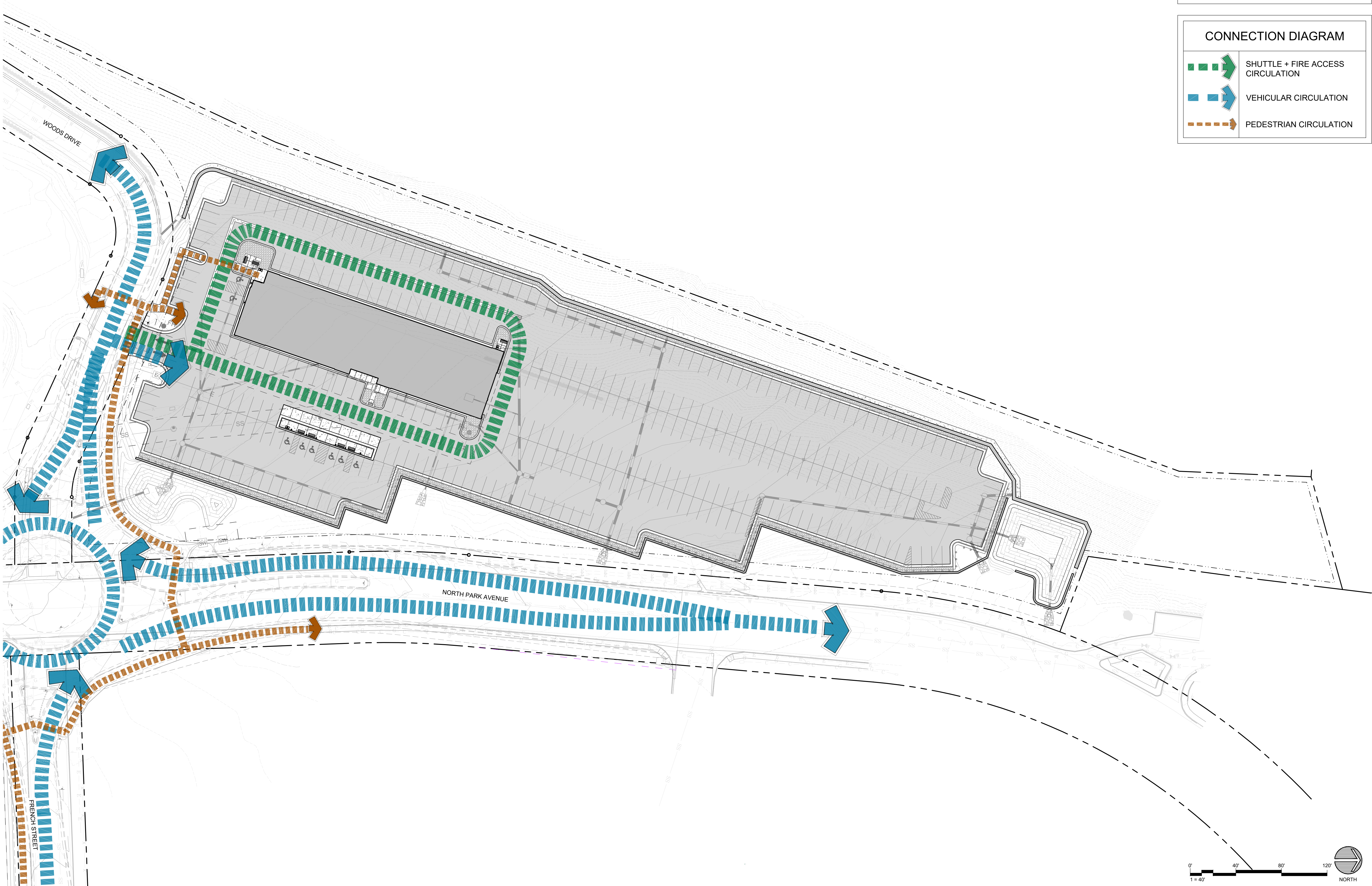
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SHEET TITLE:	LOT COVERAGE PLAN
SHEET NUMBER:	L101

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LANDSCAPE SITE LEGEND

PROPERTY LINE

-.-.-

SETBACK LINE

EASEMENT LINE

CONNECTION DIAGRAM

■ ■ ■

➔

SHUTTLE + FIRE ACCESS CIRCULATION

■ ■ ■

➔

VEHICULAR CIRCULATION

■ ■ ■

➔

PEDESTRIAN CIRCULATION

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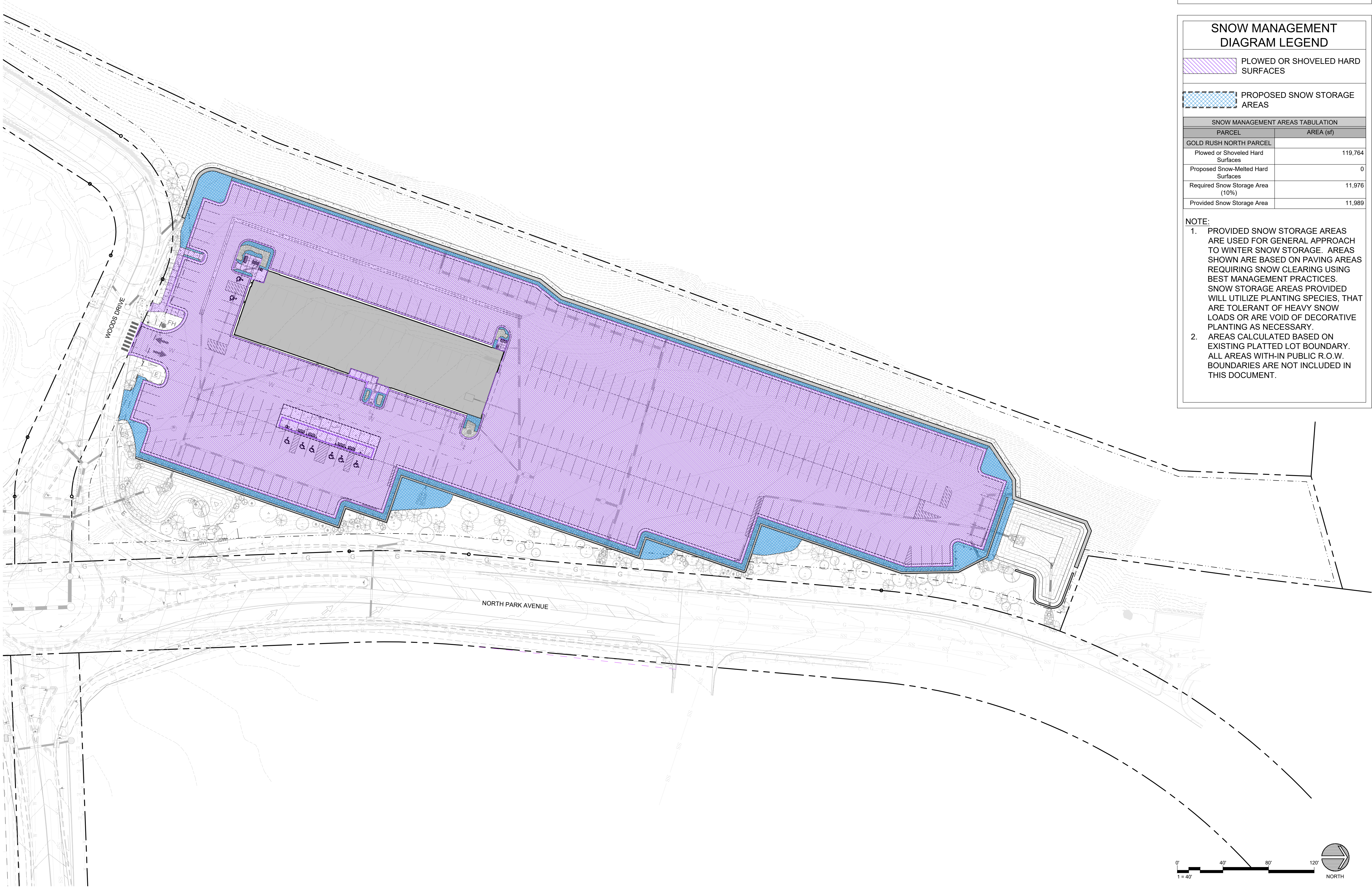
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SHEET TITLE:
OVERALL CIRCULATION PLAN

SHEET NUMBER:

L102

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LANDSCAPE SITE LEGEND	
	PROPERTY LINE
	SETBACK LINE
	EASEMENT LINE

SNOW MANAGEMENT DIAGRAM LEGEND

PLOWED OR SHOVELED HARD SURFACES

PROPOSED SNOW STORAGE AREAS

SNOW MANAGEMENT AREAS TABULATION	
PARCEL	AREA (sf)
GOLD RUSH NORTH PARCEL	
Plowed or Shoveled Hard Surfaces	119,764
Proposed Snow-Melted Hard Surfaces	0
Required Snow Storage Area (10%)	11,976
Provided Snow Storage Area	11,989

NOTE:

- PROVIDED SNOW STORAGE AREAS ARE USED FOR GENERAL APPROACH TO WINTER SNOW STORAGE. AREAS SHOWN ARE BASED ON PAVING AREAS REQUIRING SNOW CLEARING USING BEST MANAGEMENT PRACTICES. SNOW STORAGE AREAS PROVIDED WILL UTILIZE PLANTING SPECIES, THAT ARE TOLERANT OF HEAVY SNOW LOADS OR ARE VOID OF DECORATIVE PLANTING AS NECESSARY.
- AREAS CALCULATED BASED ON EXISTING PLATTED LOT BOUNDARY. ALL AREAS WITH-IN PUBLIC R.O.W. BOUNDARIES ARE NOT INCLUDED IN THIS DOCUMENT.



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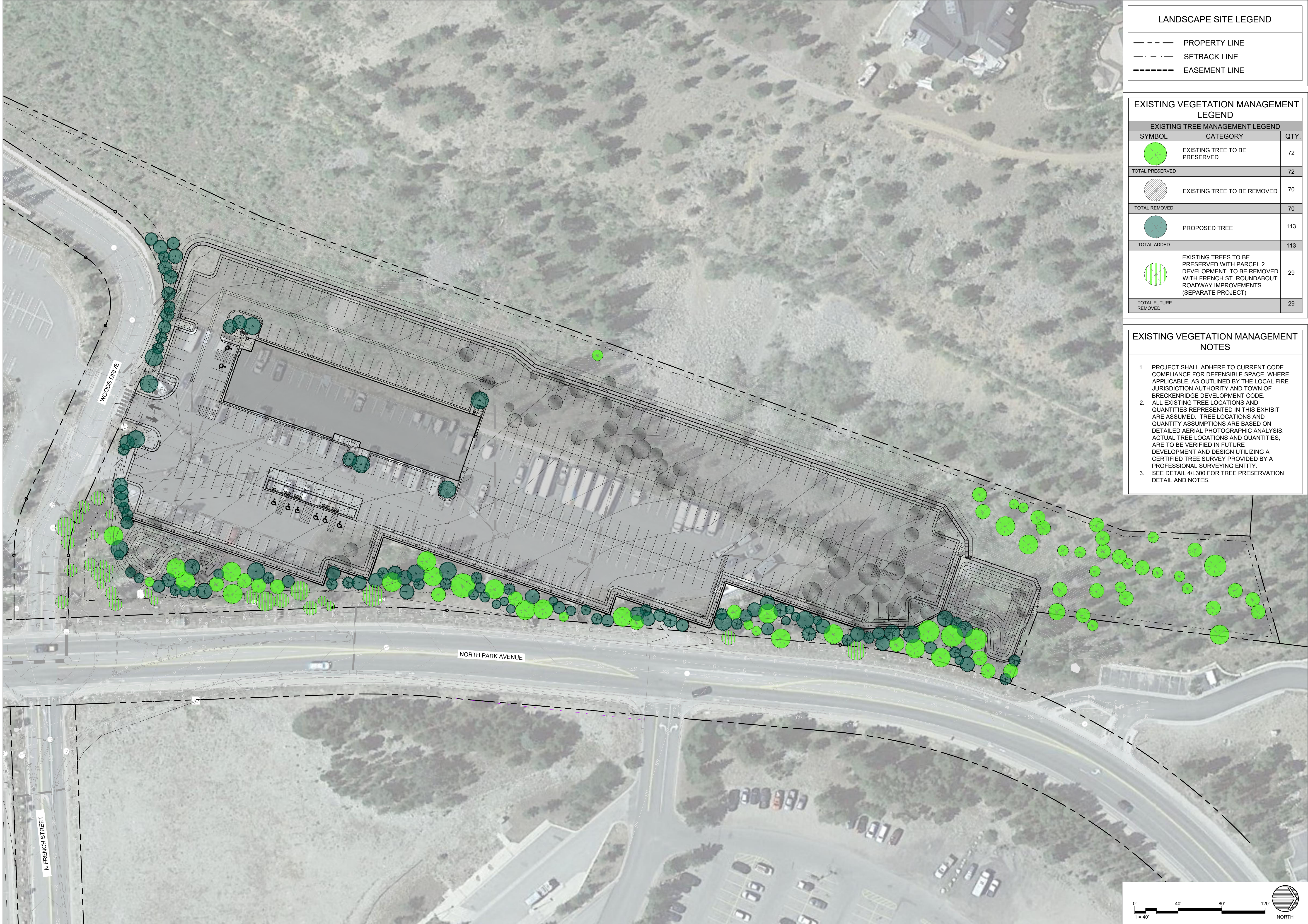
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SHEET TITLE:
SNOW
MANAGEMENT
PLAN

SHEET NUMBER:

L103

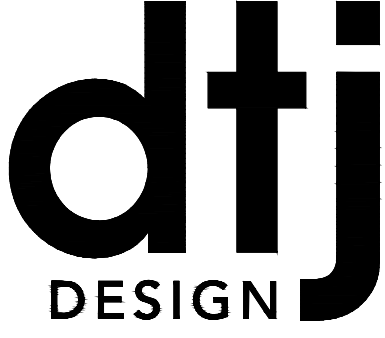
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LANDSCAPE SITE LEGEND		
---	PROPERTY LINE	
---	SETBACK LINE	
---	EASEMENT LINE	

EXISTING VEGETATION MANAGEMENT LEGEND		
EXISTING TREE MANAGEMENT LEGEND		
SYMBOL	CATEGORY	QTY.
	EXISTING TREE TO BE PRESERVED	72
TOTAL PRESERVED		72
	EXISTING TREE TO BE REMOVED	70
TOTAL REMOVED		70
	PROPOSED TREE	113
TOTAL ADDED		113
	EXISTING TREES TO BE PRESERVED WITH PARCEL 2 DEVELOPMENT. TO BE REMOVED WITH FRENCH ST. ROUNDABOUT ROADWAY IMPROVEMENTS (SEPARATE PROJECT)	29
TOTAL FUTURE REMOVED		29

EXISTING VEGETATION MANAGEMENT NOTES	
1. PROJECT SHALL ADHERE TO CURRENT CODE COMPLIANCE FOR DEFENSIBLE SPACE, WHERE APPLICABLE, AS OUTLINED BY THE LOCAL FIRE JURISDICTION AUTHORITY AND TOWN OF BRECKENRIDGE DEVELOPMENT CODE.	
2. 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.	
3. SEE DETAIL 4/L300 FOR TREE PRESERVATION DETAIL AND NOTES.	



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	4 03/25/2025

SHEET TITLE:
EXIST. TREE
MANAGEMENT

SHEET NUMBER:

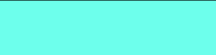
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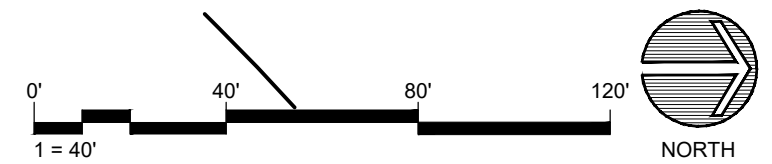
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LANDSCAPE SITE LEGEND	
---	PROPERTY LINE
- - - -	SETBACK LINE
----	EASEMENT LINE

SITE WALL LEGEND	
	CARVED & STAINED SHORING WALL. STYLE & COLORATION TO SIMULATE NATURAL CLIFFSIDE EDGE.
	
CHARACTER IMAGE	BUILT IMAGE
	PRECAST BLOCK RETAINING WALL. STYLE AND COLORATION TO SIMULATE DRY STACKED BOULDER WALL.
	
CHARACTER IMAGE	BUILT IMAGE
NOTE: DIAGRAM SHOWN FOR MATERIAL INTENT ONLY. REFERENCE CIVIL PLANS FOR FINAL WALL HEIGHT AND GRADING.	



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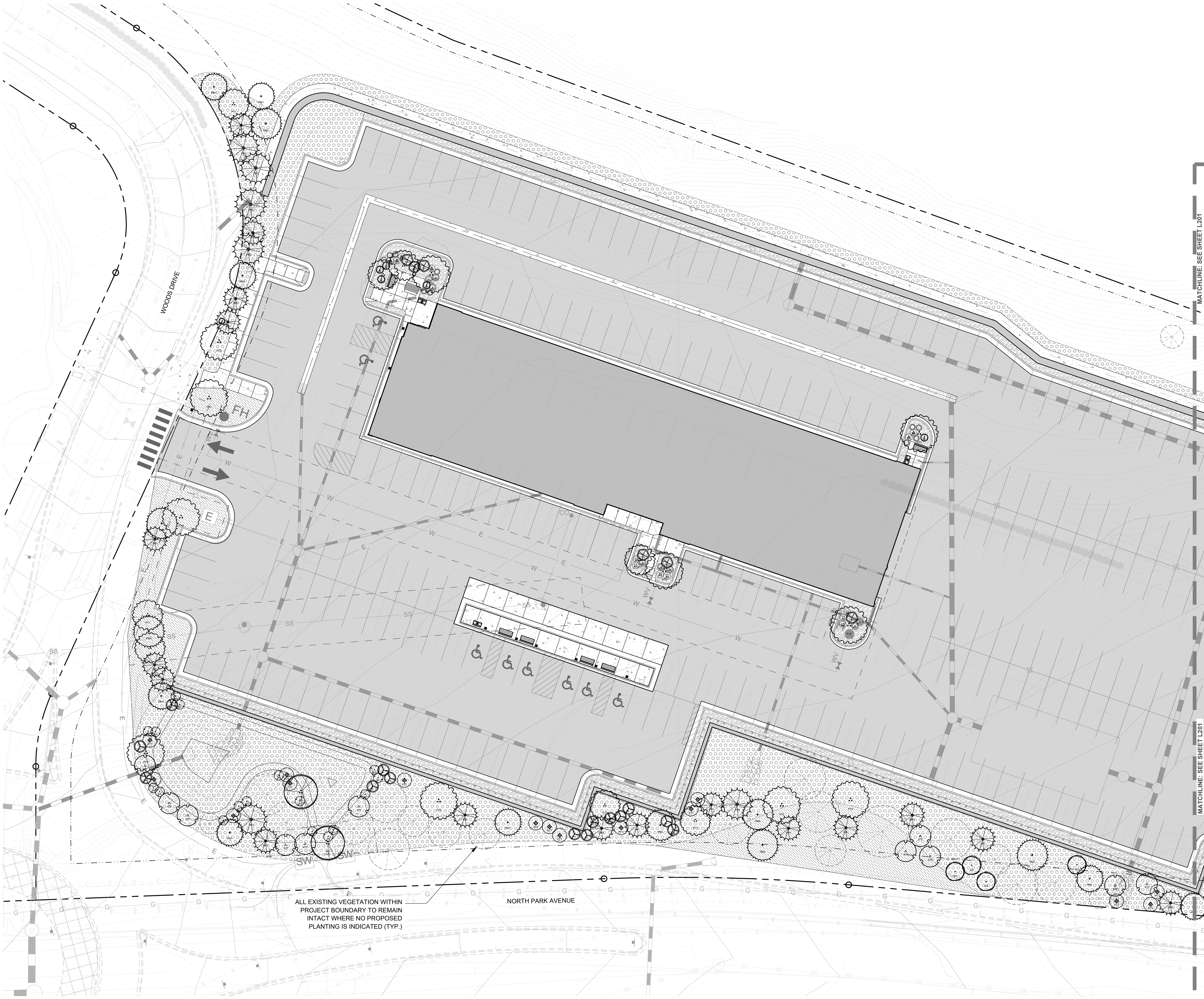
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SHEET TITLE:
**SITE WALL
DIAGRAM**

SHEET NUMBER:

L105

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ALL EXISTING VEGETATION WITHIN
PROJECT BOUNDARY TO REMAIN
INTACT WHERE NO PROPOSED
PLANTING IS INDICATED (TYP.)

NORTH PARK AVENUE

LANDSCAPE LEGEND

MATCH LINE (SEE KEYMAP)

PROPERTY LINE

SETBACK LINE

EASEMENT LINE

ASSUMED EXISTING TREES LOCATION

DECIDUOUS TREES

AG

AG

Acer glabrum

Rocky Mountain Maple

ATF

ATF

Alnus tenuifolia

Thin-leaf Alder

BO

BO

Betula occidentalis

Mountain Birch

PT1

PT1

Populus tremuloides

Quaking Aspen

PT2

PT2

Populus tremuloides

Quaking Aspen

EVERGREEN TREES

PM1

PM1

Pseudotsuga menziesii

Douglas Fir

PM2

PM2

Pseudotsuga menziesii

Douglas Fir

PP1

PP1

Picea pungens

Colorado Spruce

PP2

PP2

Picea pungens

Colorado Spruce

SHRUBS & ORN. GRASSES

AU

AU

Arctostaphylos uva-ursi

Kinnikinnick

BG1

BG1

Betula glandulosa

Bog Birch

CSC

CSC

Cornus sericea coloradensis

Colorado Dogwood

HS

HS

Helictotrichon sempervirens

Blue Oat Grass

MR

MR

Mahonia repens

Creeping Oregon Grape

PPM

PPM

Picea pungens mesa verde

Mesa Verde Colorado Spruce

PTT

PTT

Purshia tridentata

Antelope Bitterbrush

SO

SO

Symphoricarpos oreophilus

Mountain Snowberry

SC

SC

Shepherdia canadensis

Canada Buffalobery

SEED MIX

CODE

Common name

Square footage

Native Restoration Seed Mix

Native Restoration Seed Mix

28,380 SF

Enhanced Native Restoration Seed Mix

Enhanced Native Restoration Seed Mix

6,021 SF

NOTE: SEE PLANT SCHEDULE FOR DETAIL

KEYMAP

0'

20'

40'

60'

1" = 20'

NORTH

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SHEET TITLE:

PLANTING PLAN

SHEET NUMBER:

L200

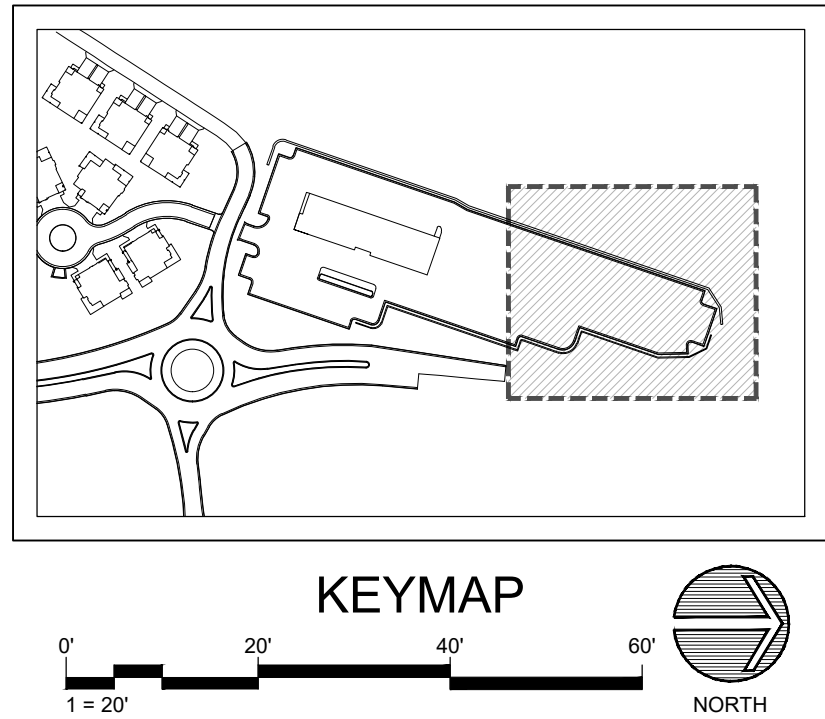
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LANDSCAPE LEGEND		
	MATCH LINE (SEE KEYMAP)	
	PROPERTY LINE	
	SETBACK LINE	
	EASEMENT LINE	
	ASSUMED EXISTING TREES LOCATION	

PLANTING LEGEND		
DECIDUOUS TREES	CODE Latin name Common name	
	AG <i>Acer glabrum</i> Rocky Mountain Maple	
	ATF <i>Alnus tenuifolia</i> Thin-leaf Alder	
	BO <i>Betula occidentalis</i> Mountain Birch	
	PT1 <i>Populus tremuloides</i> Quaking Aspen	
	PT2 <i>Populus tremuloides</i> Quaking Aspen	
EVERGREEN TREES	CODE Latin name Common name	
	PM1 <i>Pseudotsuga menziesii</i> Douglas Fir	
	PM2 <i>Pseudotsuga menziesii</i> Douglas Fir	
	PP1 <i>Picea pungens</i> Colorado Spruce	
	PP2 <i>Picea pungens</i> Colorado Spruce	
SHRUBS & ORNL. GRASSES	CODE Latin name Common name	
	AU <i>Arctostaphylos uva-ursi</i> Kinnikinnick	
	BG1 <i>Betula glandulosa</i> Bog Birch	
	CSC <i>Cornus sericea coloradensis</i> Colorado Dogwood	
	HS <i>Helictotrichon sempervirens</i> Blue Oat Grass	
	MR <i>Mahonia repens</i> Creeping Oregon Grape	
	PPM <i>Picea pungens mesa verde</i> Mesa Verde Colorado Spruce	
	PTT <i>Purshia tridentata</i> Antelope Bitterbrush	
	SO <i>Symphoricarpos oreophilus</i> Mountain Snowberry	
	SC <i>Shepherdia canadensis</i> Canada Buffaloberry	
SEED MIX	CODE Common name	Square footage
	Native Restoration Seed Mix	28,380 SF
	Enhanced Native Restoration Seed Mix	6,021 SF
NOTE: SEE PLANT SCHEDULE FOR DETAIL		



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SHEET TITLE:

PLANTING PLAN

SHEET NUMBER:

L201

Page 47 of 180

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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 FIR FIBER MULCH RING AROUND TREES AND SHRUBS IN TURF 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 DRAINAGE. CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE OF ANY POORLY DRAINED AREAS PRIOR TO COMMENCING WORK.
7. 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.
8. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. 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.
9. TEMPORARY IRRIGATION SYSTEM WILL BE UTILIZED FOR ESTABLISHMENT OF SEEDED RESTORATION AND NATIVE PLANTING TRANSITION ZONES. THIS TEMPORARY SYSTEM IS TO BE REMOVED AFTER ADEQUATE TIME FOR ESTABLISHMENT OF SEEDED ZONES AND NATIVE SHRUB AREAS. TYPICALLY 2 GROWING SEASONS ARE REQUIRED FOR PROPER ESTABLISHMENT.

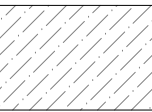
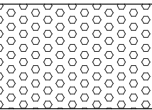
REVEGETATION NOTES

NATIVE RESTORATION MIX
- 100% PAWNEE BUTTES SEED INC.- "PBSI NATIVE MOUNTAIN MIX" @2 LBS/1,000 SF:
MOUNTAIN BROME
SLENDER WHEATGRASS
SANDBERG BLUEGRASS
ROCKY MOUNTAIN FESCUE
BLUE WILD RYE
STREAMBANK WHEATGRASS
TUFTED HAIRGRASS
PRAIRIE JUNEGRASS

ENHANCED NATIVE RESTORATION MIX
- 60% PAWNEE BUTTES SEED INC.- "PBSI NATIVE MOUNTAIN MIX" @2 LBS/1,000 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

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

PLANT SCHEDULE								
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY	NOTES
	AG	ACER GLABRUM ROCKY MOUNTAIN MAPLE	N/A	MULTI-TRUNK	B & B	6' HT.	9	ALL TO BE MULTI-STEM
	AT	ALNUS TENUIFOLIA THIN-LEAF ALDER	N/A	MULTI-TRUNK	B & B	6' HT.	12	ALL TO BE MULTI-STEM
	BO	BETULA OCCIDENTALIS MOUNTAIN BIRCH	N/A	MULTI-TRUNK	#25	8' HT.	5	ALL TO BE MULTI-STEM
	PT1	POPULUS TREMULOIDES QUAKING ASPEN	2" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	10'-12' HT	12	50% MINIMUM TO BE MULTI-STEM
	PT2	POPULUS TREMULOIDES QUAKING ASPEN	3" CAL	MULTI-TRUNK + SINGLE STEM	B & B	12'-15' HT	14	50% MINIMUM TO BE MULTI-STEM
EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY	
	PM1	PSEUDOTSUGA MENZIESII DOUGLAS FIR	N/A		B & B	8' HT	15	
	PM2	PSEUDOTSUGA MENZIESII DOUGLAS FIR	N/A		B & B	10' HT	11	
	PP1	PICEA PUNGENS COLORADO SPRUCE	N/A		B & B	8' HT	26	
	PP2	PICEA PUNGENS COLORADO SPRUCE	N/A		B & B	10' HT	9	
EVERGREEN SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	AU	ARCTOSTAPHYLOS UVA-URSI KINNIKINNICK	3-5 GAL.	3' O.C.			7	
	MR	MAHONIA REPENS CREEPING OREGON GRAPE	3-5 GAL.	3' O.C.			8	
	PPM	PICEA PUNGENS MESA VERDE MESA VERDE COLORADO SPRUCE	3-5 GAL.	3" O.C.			5	
DECIDUOUS SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	BG1	BETULA GLANDULOSA BOG BIRCH	3-5 GAL.	4' O.C.			17	
	CSC	CORNUS SERICEA COLORADENSIS COLORADO DOGWOOD	3-5 GAL.	5-6' O.C.			6	
	PTT	PURSHIA TRIDENTATA ANTELOPE BITTERBRUSH	3-5 GAL.	6' O.C.			18	
	SO	SYMPHORICARPOS OREOPHILUS MOUNTAIN SNOWBERRY	3-5 GAL.	3' O.C.			6	
	SC	SHEPHERDIA CANADENSIS CANADA BUFFALOBERRY	3-5 GAL.	3' O.C.			21	
ORNAMENTAL GRASS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	HS	HELICTOTRICHON SEMPEVIRENS BLUE OAT GRASS	1 GAL.	2'-3' O.C.			10	

	ENHANCED NATIVE NATIVE GRASS & PERENNIALS SEED MIX	6,021 SF
	NATIVE RESTORATION NATIVE SHORT GRASS SEED MIX	28,380 SF



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NORTH GOLD RUSH / PARCEL 2
LOT1B, BLOCK 4 FILING 1, PARKWAY CENTER
415 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY:	ZE/PM
CHECKED BY:	DTJ
PROJECT NO.:	2024019
ISSUE DATE:	09/24/2024
REVISIONS	1 11/21/2024
	2 01/02/2025
	3 03/03/2025
	4 03/25/2025

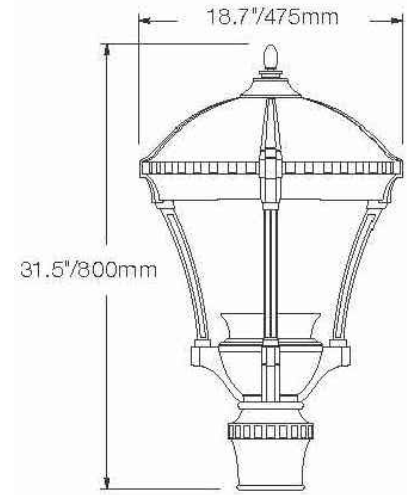
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PLANT
SCHEDULE

SHEET NUMBER:

L202

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Last Plotted: 3/23/2025 4:18:45 PM
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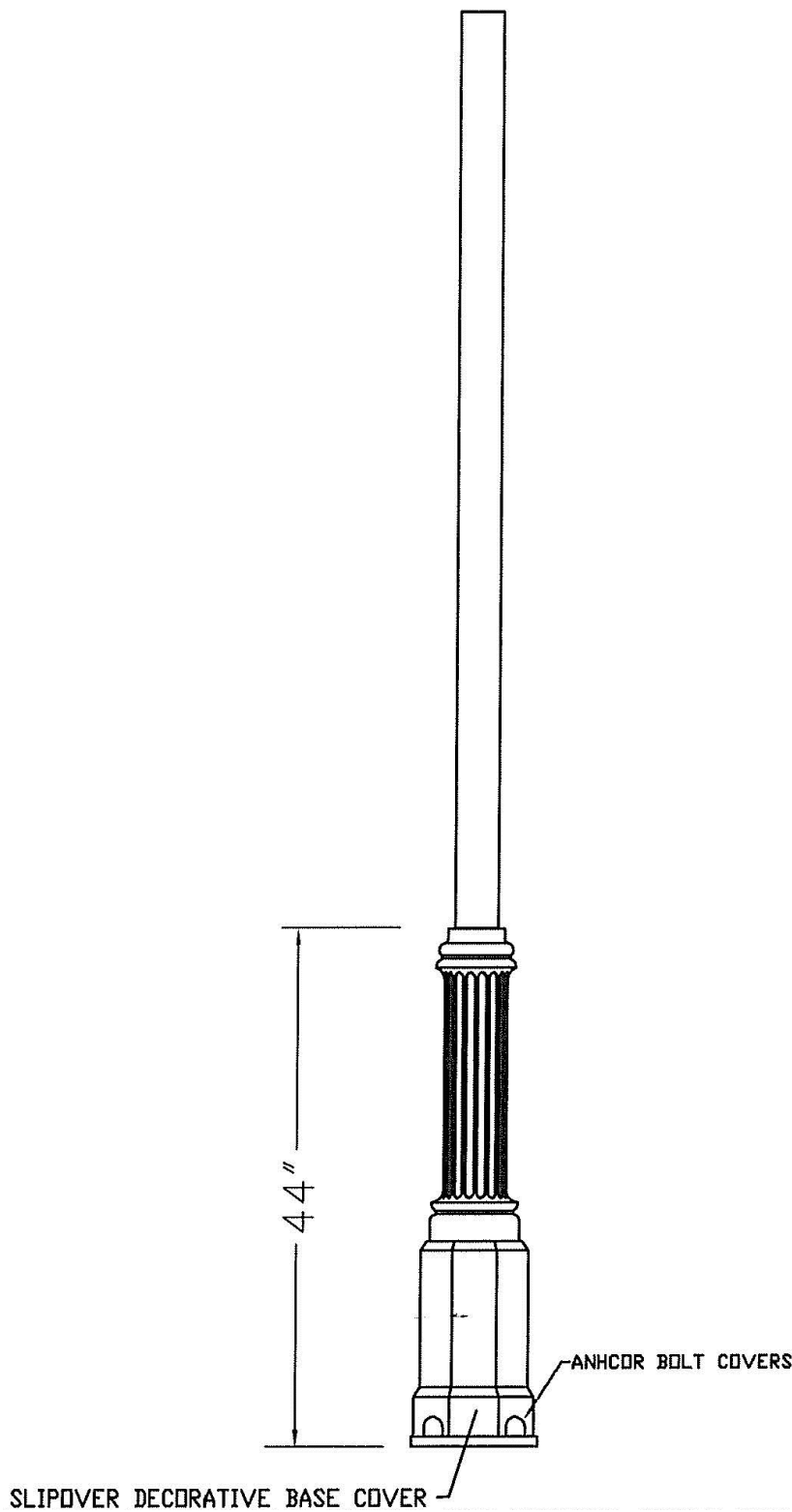
LIGHT FIXTURE
PROVIDENCE MICRO CORE -
MEDIUM HOUSING PROV
MODEL: PROV
ORDER INFO:
PROV-T3-32LED-3K-700-BL-LDL-
PCA-T-STANDARD

CONTACT:
ARCHITECTURAL AREA LIGHTING
WWW.AAL.NET
626.968.5666

POLE
PART # 9SR5-3.5-NO TENON-11.50'
BOLT CIRCLE-BLACK
CONTACT: MOUNTAIN STATES
LIGHTING
303.838.4430

LADDER REST
MODEL: 4" OD-3.5" ID LADDER REST
CONTACT: MOUNTAIN STATES
LIGHTING
303.838.4430

- NOTE:
- POLE LIGHT TO MATCH EXISTING SPECIFIED POLE LIGHT FOR THE TOWN OF BRECKENRIDGE.
 - REFER TO MEP DRAWINGS FOR MOUNTING AND ELECTRICAL CONNECTIONS.

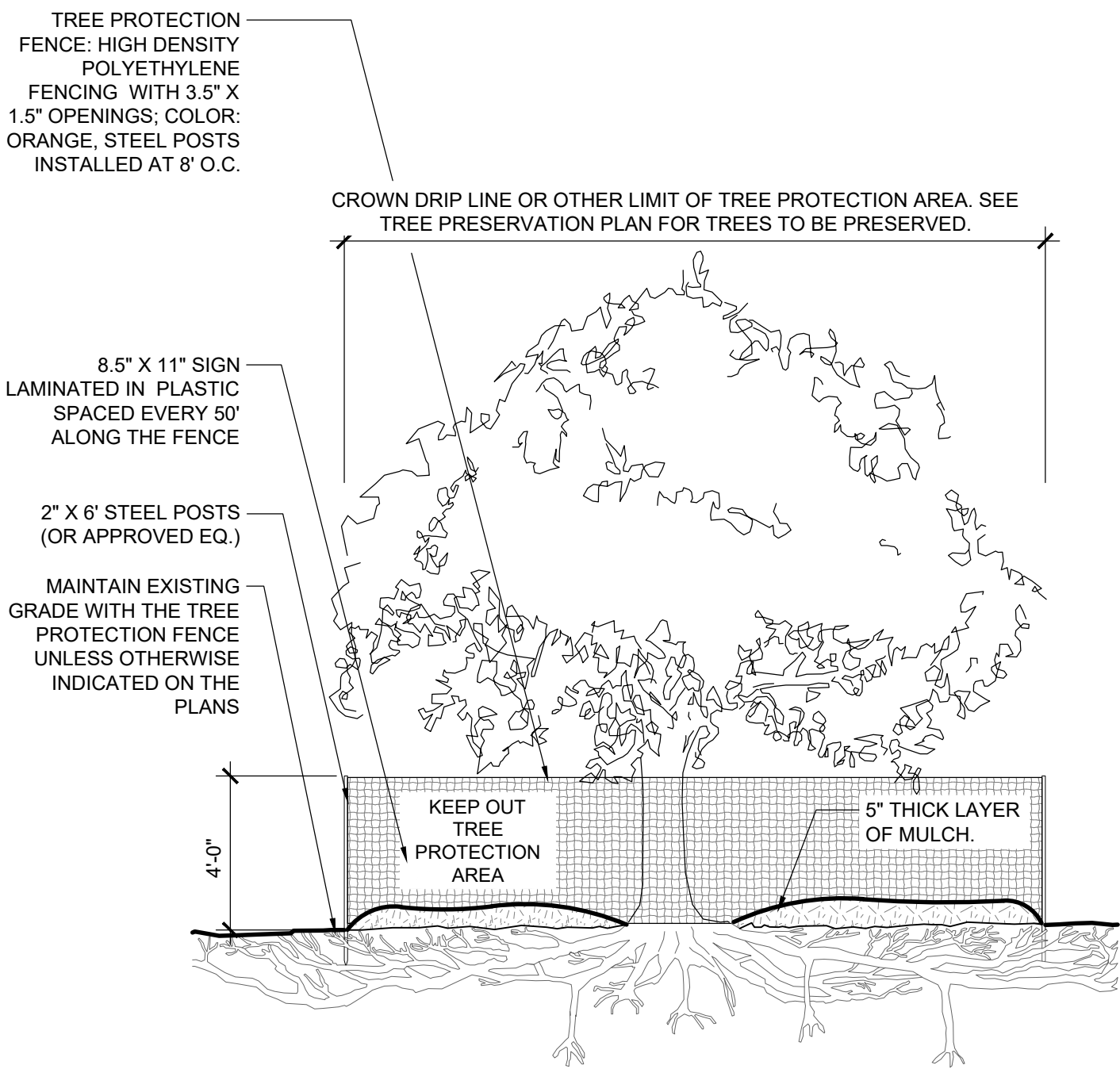


5
L300

POLE LIGHT

N.T.S.

DETAIL



4
L300

TREE PRESERVATION

1/4" = 1'-0"

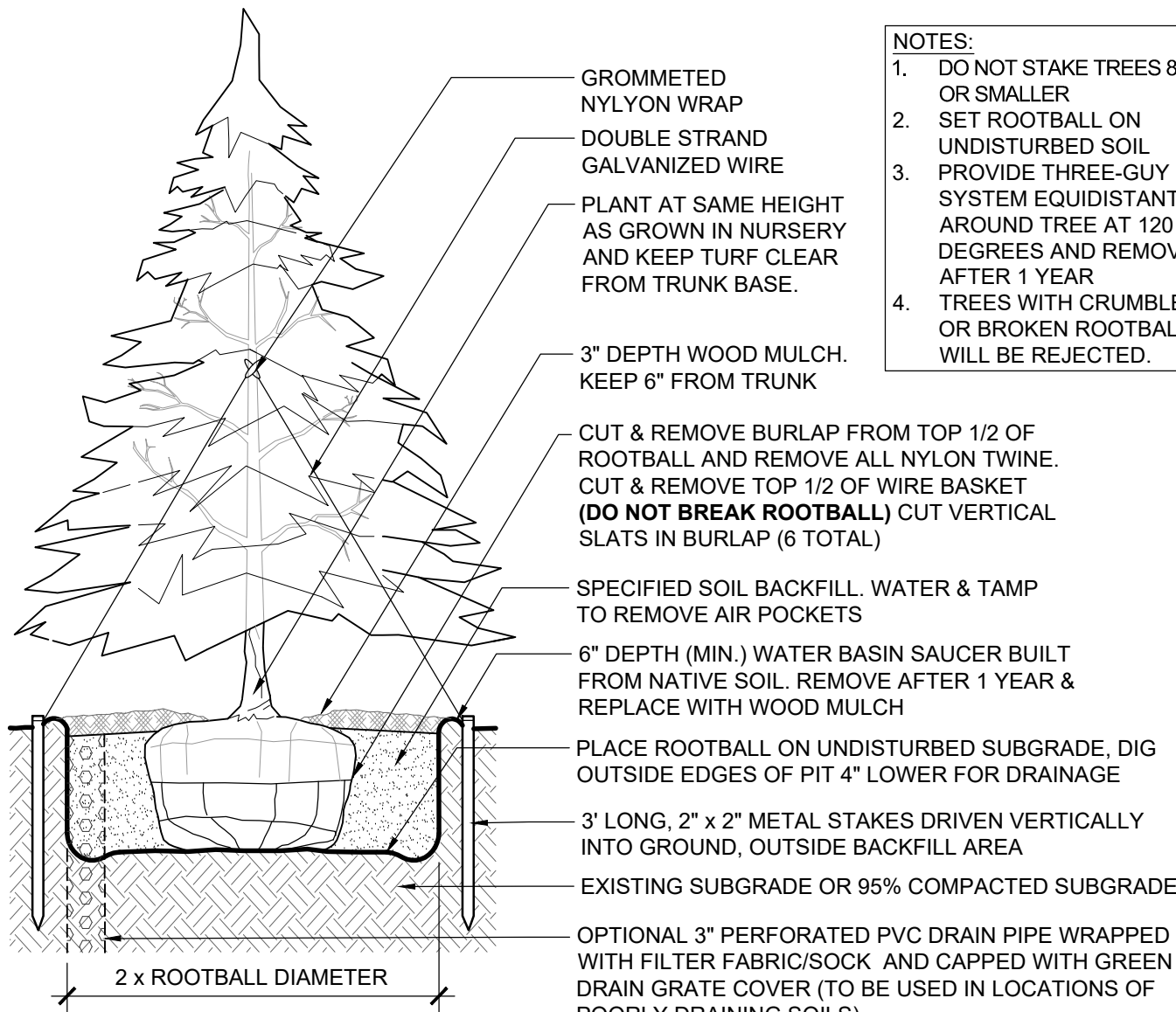
DETAIL

3
L300

DECIDUOUS TREE PLANTING

1"=1'-0"

DETAIL

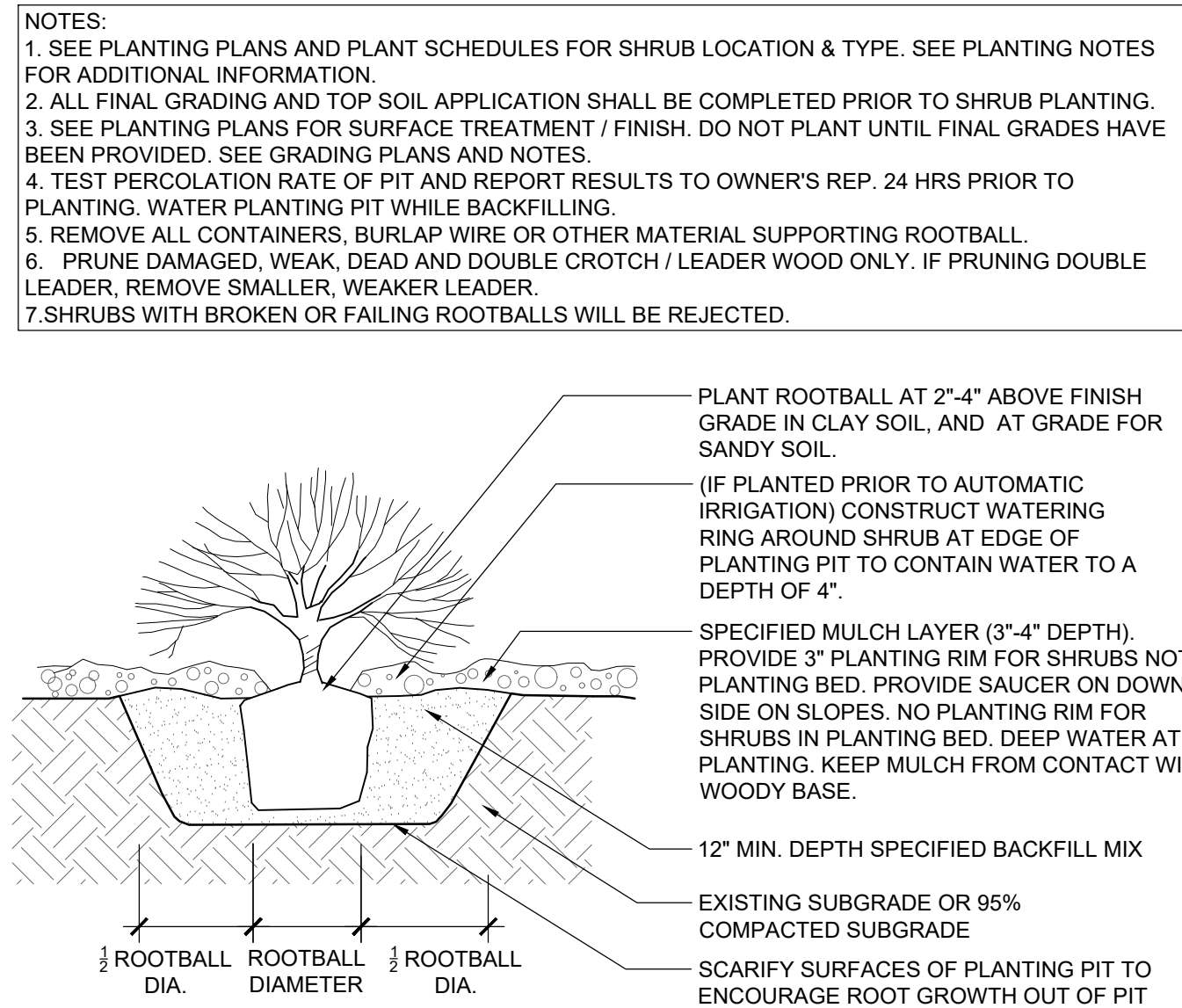


2
L300

EVERGREEN TREE PLANTING

1"=1'-0"

DETAIL



1
L300

SHRUB PLANTING IN MULCH BED

1/2"=1'-0"

DETAIL

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SITE DETAILS

SHEET NUMBER:

L300

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NORTH GOLD RUSH / PARCEL 2

LOT1B, BLOCK 4 FILING 1, PARKWAY CENTER

415 N. PARK AVE. BRECKENRIDGE, CO

FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY: ZE/PM

CHECKED BY: DTJ

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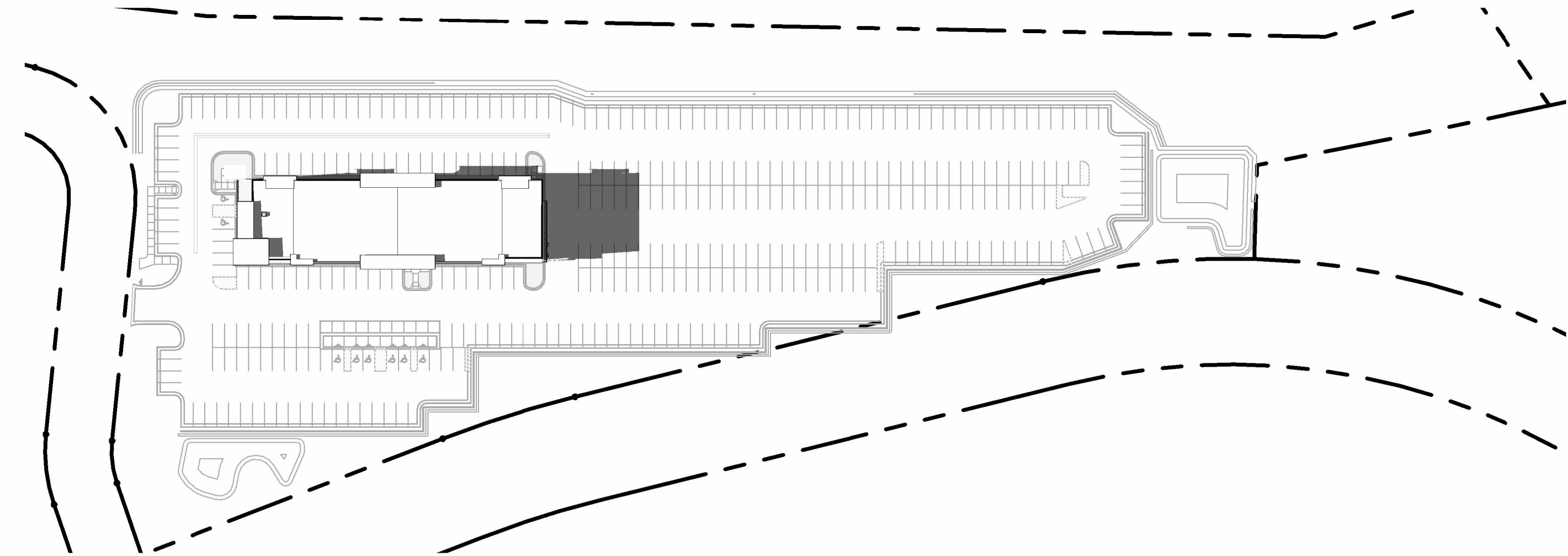
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0' 40' 80' 120'

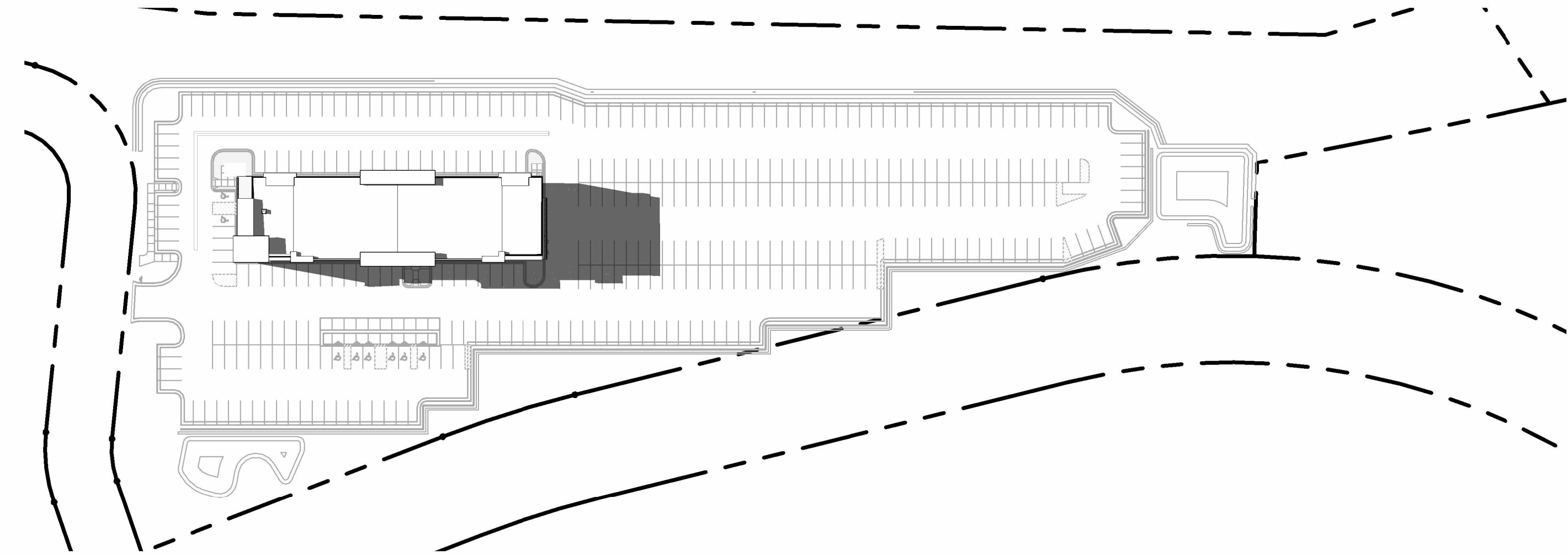
1" = 40'

NORTH

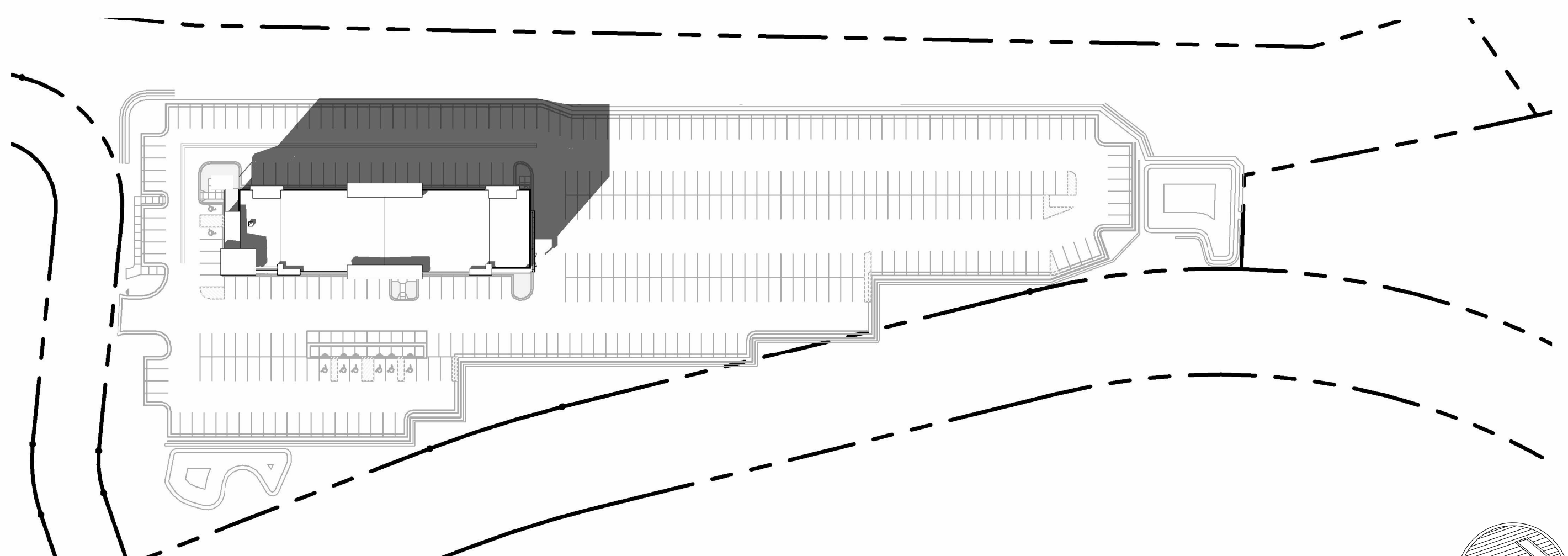
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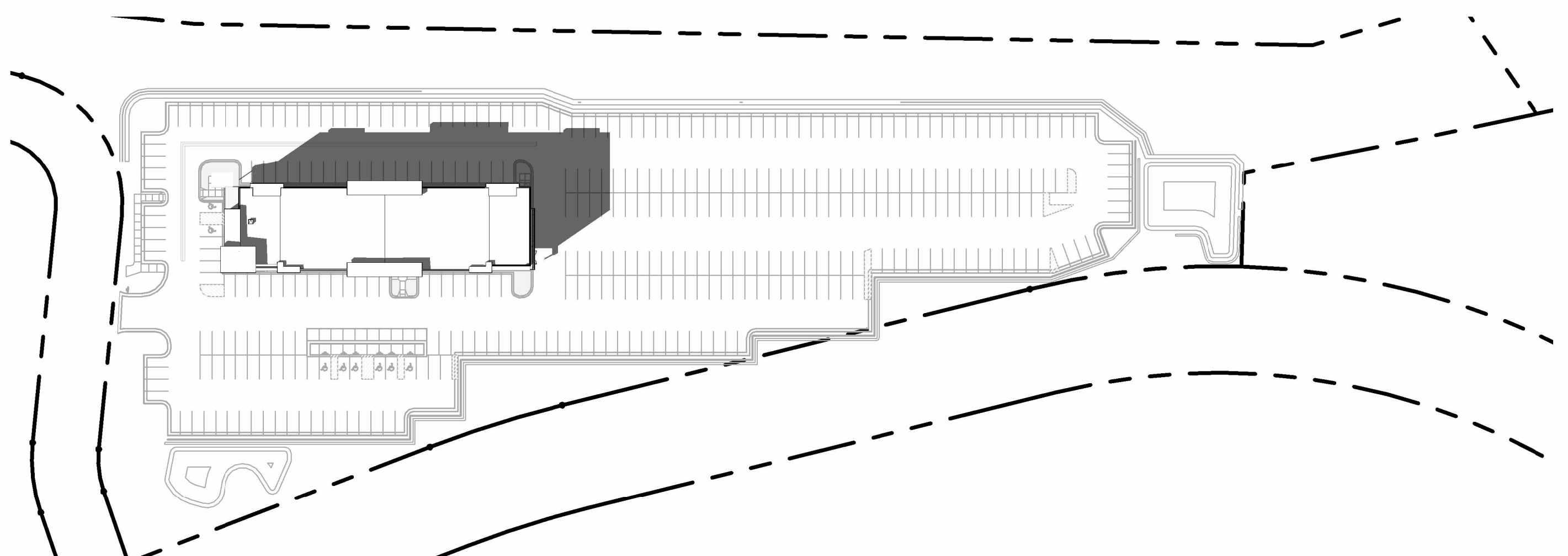
4
A001
DEC. 21 - 1 PM
SCALE: 1" = 80'-0"



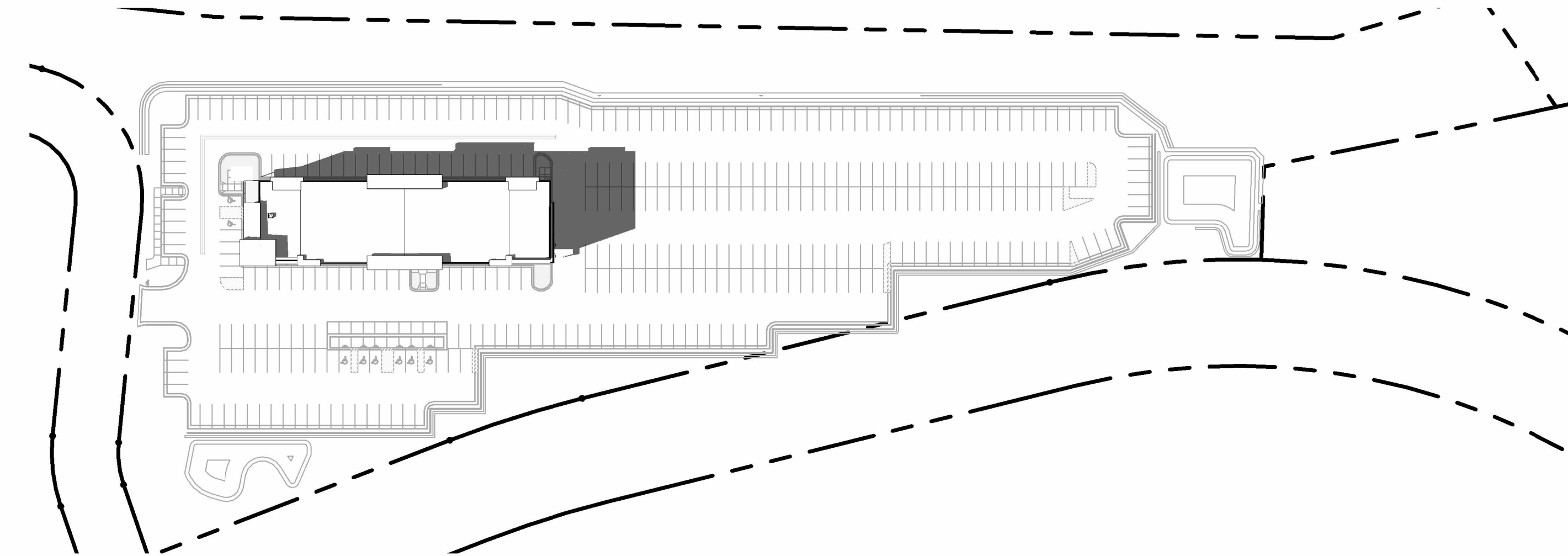
5
A001
DEC. 21 - 2 PM
SCALE: 1" = 80'-0"



1
A001
DEC. 21 - 10 AM
SCALE: 1" = 80'-0"



2
A001
DEC. 21 - 11 AM
SCALE: 1" = 80'-0"



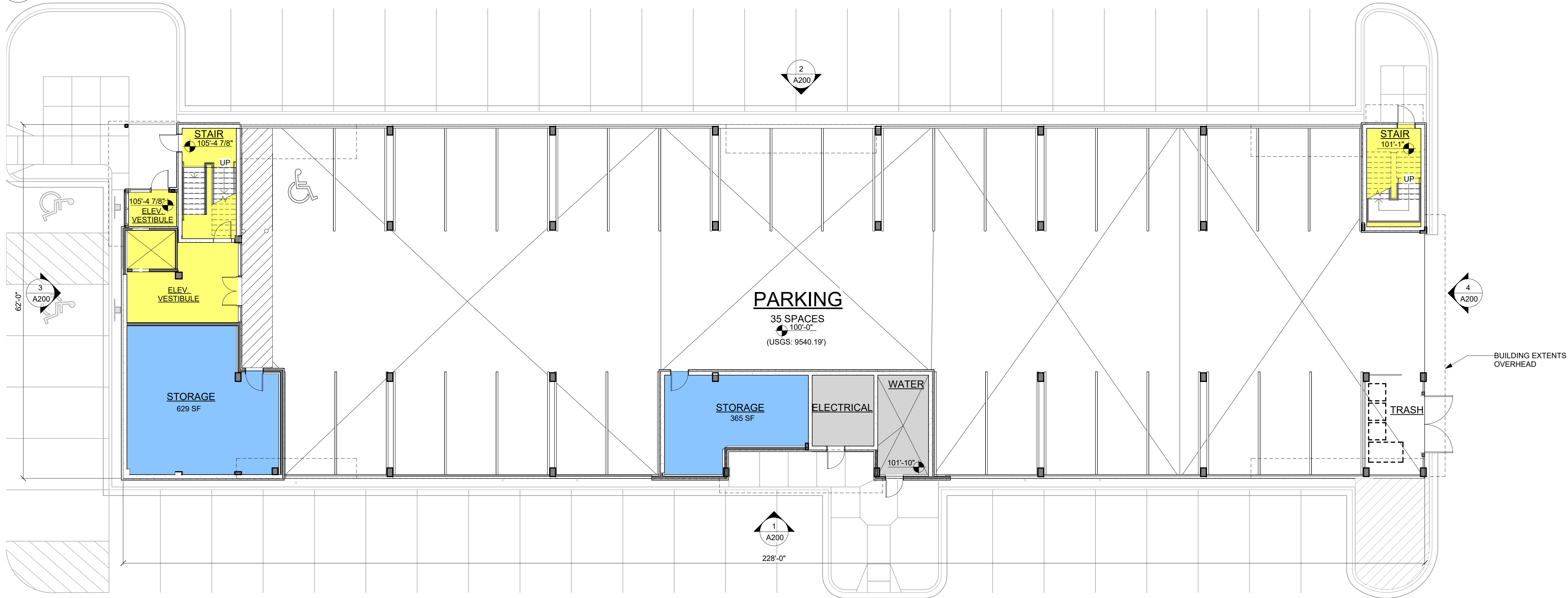
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DEC. 21 - 12 PM
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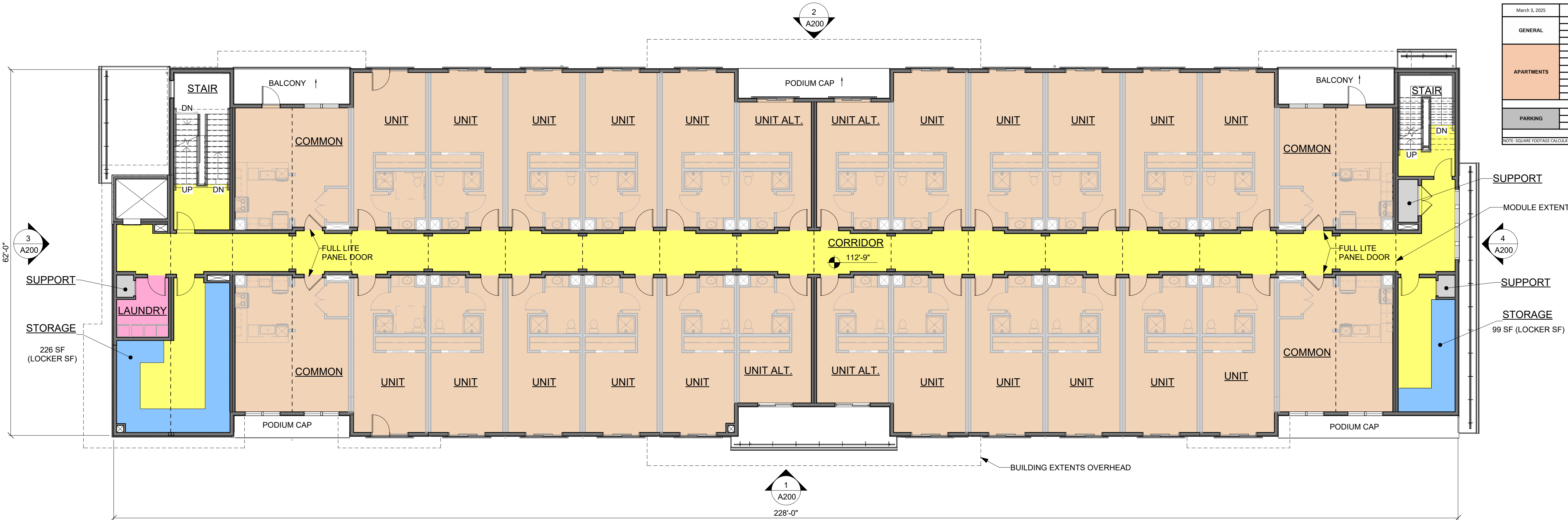
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2
A100
LEVEL 2
SCALE: 1" = 10'-0"



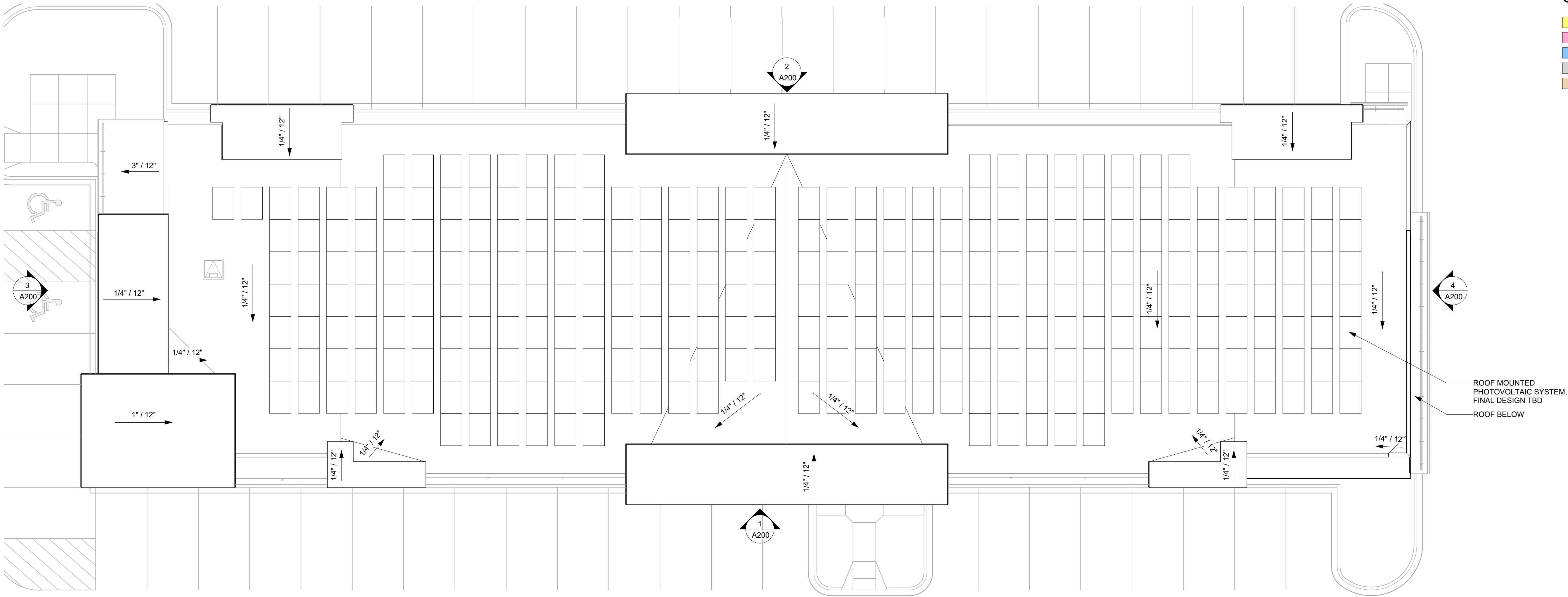
1
A100
ENTRY LEVEL
SCALE: 1" = 10'-0"



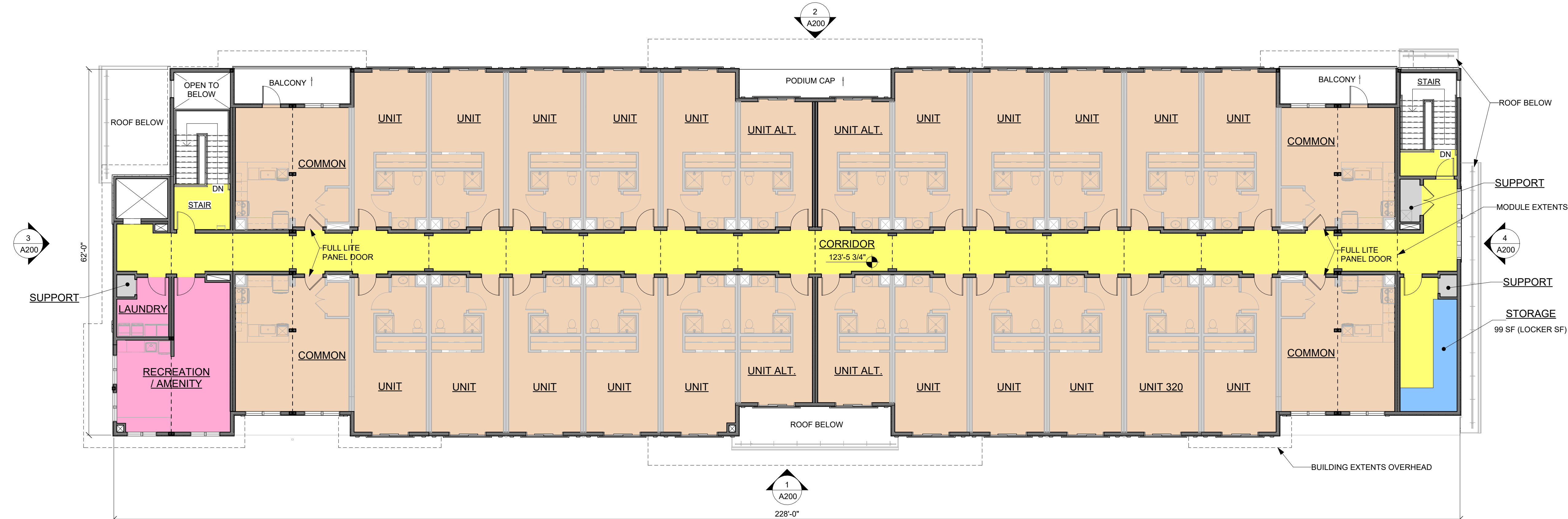
WORKFORCE HOUSING & PUBLIC RR		
GENERAL	HEIGHT (STORIES)	3
	TOTAL GROSS SF	28,023
APARTMENTS	TOTAL BEDROOMS	48
	TOTAL PARKING DEMAND	12,200
PARKING	TOTAL	12,200
	TYP. AREA SIZE SF	20,064
TOTAL	(400) BEDROOM TYP.	354
	(200) BEDROOM ALI	288
TOTAL	(80) COMMON	450
	STORAGE	1,418
TOTAL	LAUNDRY	1,78
	RECREATION/AMENITY	143
TOTAL	CIRC./SUPPORT	5,920
	TOTAL	28,023
TOTAL	LOCATION	COUNT (STALLS)
	SURFACE LOT	977
TOTAL	GARAGE (UNDER BUILDING)	15
	Total	412

USE TYPE:

- CIRCULATION
- COMMON / AMENITY
- STORAGE
- SUPPORT
- UNIT



2 ROOF PLAN
SCALE: 1" = 10'-0"



1 LEVEL 3
SCALE: 1" = 10'-0"

- USE TYPE:
- CIRCULATION
 - COMMON / AMENITY
 - STORAGE
 - SUPPORT
 - UNIT

NORTH GOLD RUSH / PARCEL 2
LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER
415 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

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PLANS

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ELEVATION KEYNOTES PDP	
01	FIBER CEMENT LAP SIDING
02	FIBER CEMENT BOARD & BATTEN, COLOR 1
03	FIBER CEMENT BOARD & BATTEN, COLOR 2
04	ASPHALT SHINGLE ROOF
05	FIBER CEMENT FASCIA, PAINTED
06	WOOD TRIM, PAINTED
07	STRUCTURAL COLUMN
08	KICKER, PAINTED
09	METAL RAILING
10	CONCRETE RETAINING WALL
11	BUILDING EXTENTS BEYOND
12	CORRUGATED METAL TRASH GATE
13	WINDOW w/WOOD TRIM
14	JULIET DOOR w/WOOD TRIM
15	BUILDING MOUNTED LIGHT
16	PREFIN. METAL GUTTER/SCUPPER & DOWNSPOUT, SIM TO TRIM FINISH W/MFGR. STANDARD COLOR

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NORTH GOLD RUSH / PARCEL 2
LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER
415 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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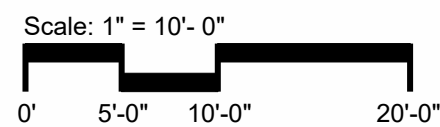
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SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

A200



NORTH GOLD RUSH / PARCEL 2
LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER
415 N. PARK AVE. BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

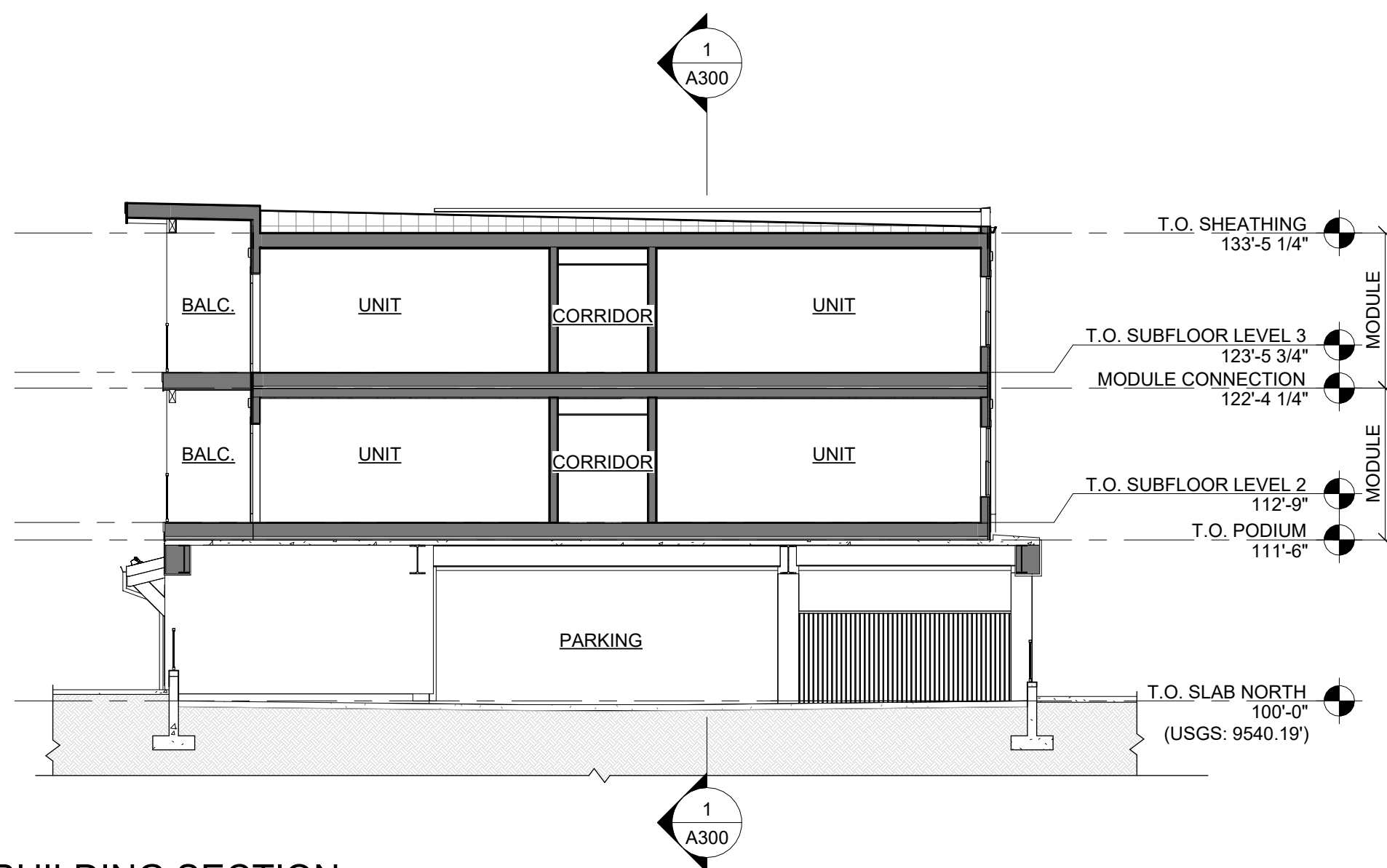
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REVISIONS:	
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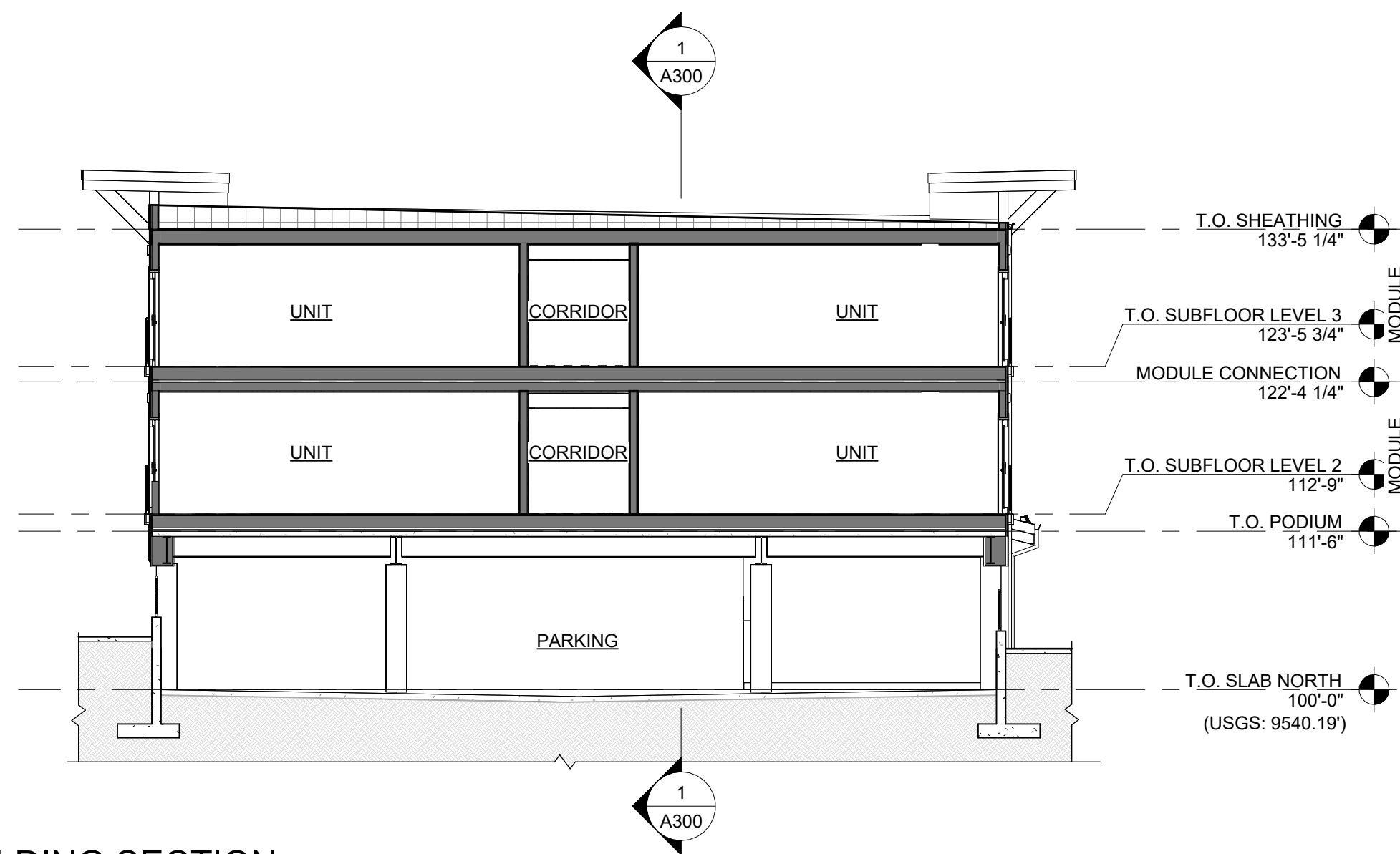
BUILDING SECTIONS

SHEET NUMBER:

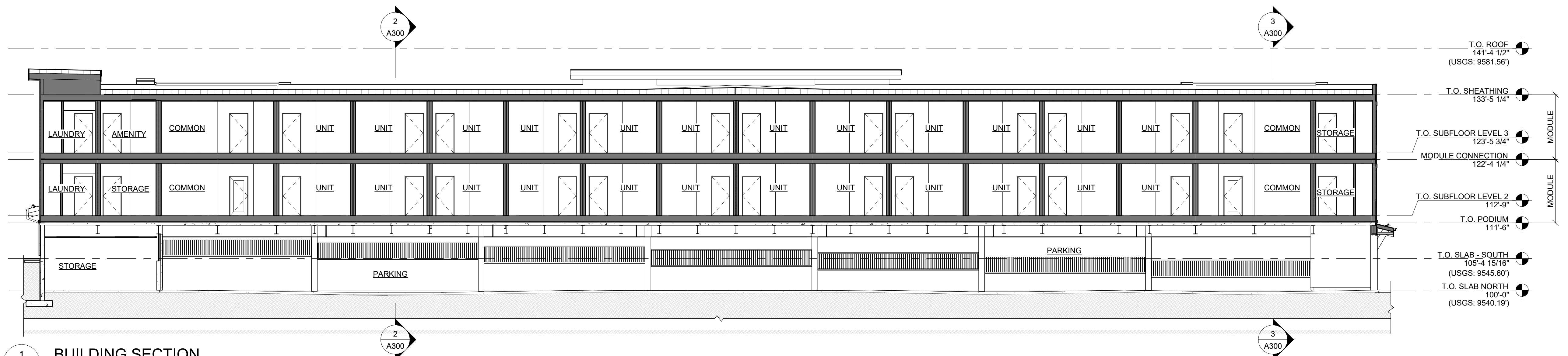
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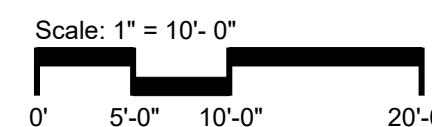
3 BUILDING SECTION
SCALE: 1" = 10'-0"



2 BUILDING SECTION
SCALE: 1" = 10'-0"



1 BUILDING SECTION
SCALE: 1" = 10'-0"





VIEW 1 - SOUTH WEST CORNER LOOKING NORTH EAST



VIEW 2 - EXISTING ENTRY LOOKING NORTH



VIEW 3 - INTERSECTION OF WOODS & N. PARK LOOKING NORTHWEST



VIEW 4 - ALONG N. PARK AVE. LOOKING SOUTH WEST

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VIEW 1 - SOUTH WEST CORNER LOOKING NORTH EAST



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TRASH GATE



MANUFACTURER: CITYSCAPES OR SIMILAR
PRODUCT: 1X4 SLAT WALL INFILL
COLOR: ELECTRIC BLACK

METAL RAILING



MANUFACTURER: FORTRESS OR SIMILAR
PRODUCT: FE26+
COLOR: BLACK SAND

CEMENTITIOUS VERTICAL BOARD & BATTEN SIDING COLOR 1



MANUFACTURER: JAMES HARDIE OR SIMILAR
PRODUCT: HARDIE PANEL - SELECT CEDARMILL STATEMENT COLLECTION
COLOR: RICH ESPRESSO

CEMENTITIOUS VERTICAL BOARD & BATTEN SIDING COLOR 2



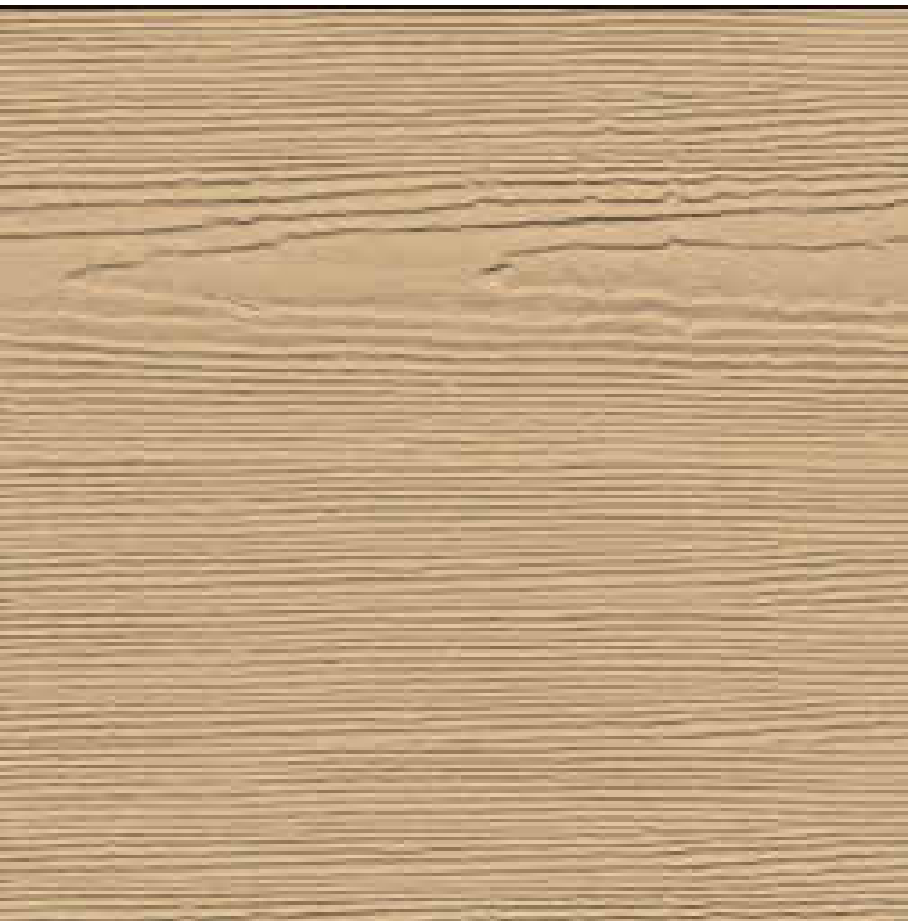
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PRODUCT: HARDIE PANEL - SELECT CEDARMILL STATEMENT COLLECTION
COLOR: ARCTIC WHITE

FASCIA, TRIM & ACCENTS PAINT



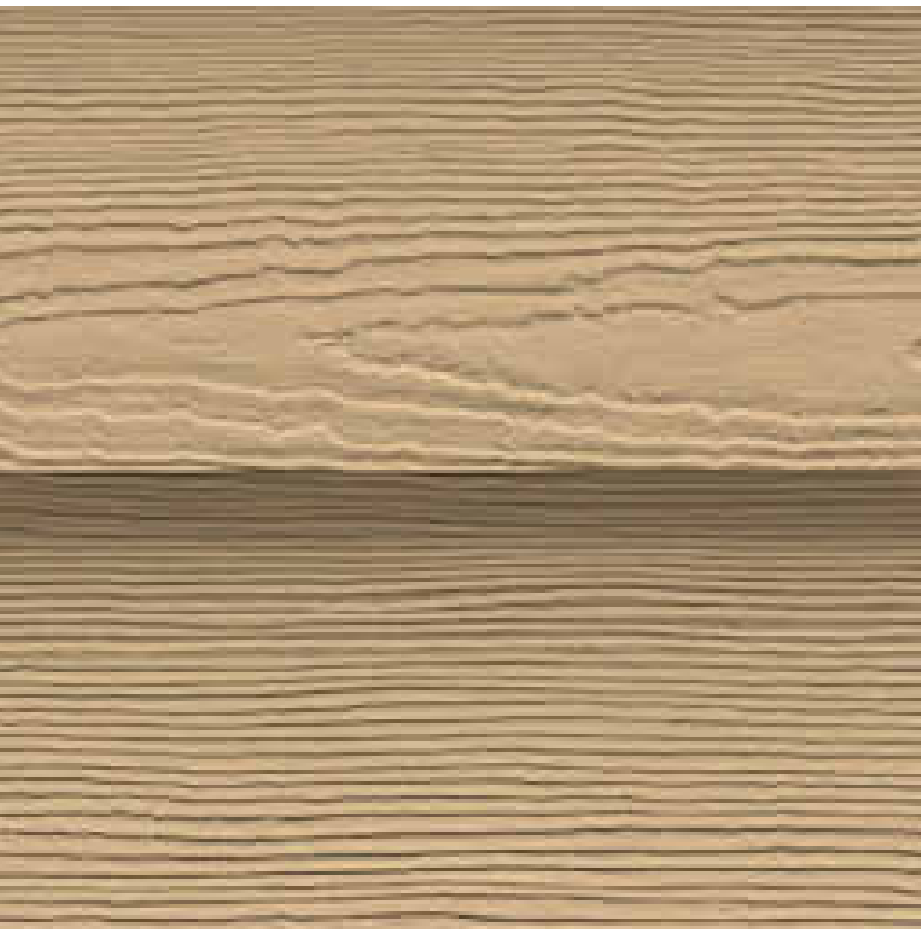
COLOR: SHERWIN WILLIAMS - DOMINO SW6989

CEMENTITIOUS SOFFIT



MANUFACTURER: JAMES HARDIE OR SIMILAR
PRODUCT: HARDIE SOFFIT - NON-VENTED CEDARMILL STATEMENT COLLECTION
COLOR: NAVAJO BEIGE

CEMENTITIOUS LAP SIDING



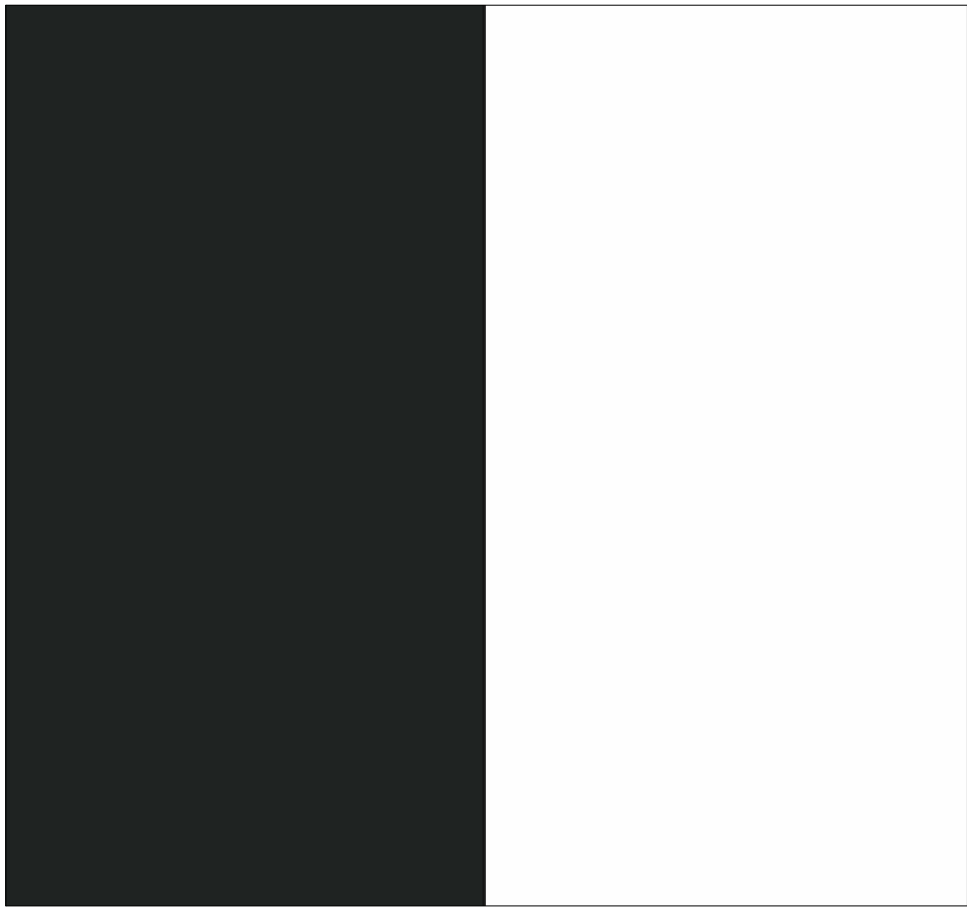
MANUFACTURER: JAMES HARDIE OR SIMILAR
PRODUCT: HARDIE PLANK - SELECT CEDARMILL STATEMENT COLLECTION
COLOR: NAVAJO BEIGE

METAL COPING/FLASHING



MANUFACTURER: BERRIDGE OR SIMILAR
COLOR: MATTE BLACK

WINDOWS/DOORS



MANUFACTURER: MILGARD OR SIMILAR
COLOR: BRONZE (EXTERIOR), WHITE (INTERIOR)

FOUNDATION WALL



COLOR: BASE GRAY

ASPHALT SHINGLE ROOF



MANUFACTURER: OWENS CORNING OR SIMILAR
PRODUCT: TRUDEFINITION DURATION - SHINGLES
COLOR: SLATESTONE GRAY

NORTH GONDOLA LOT & GOLD RUSH LOTS

MASTER PLAN AMENDMENT

May 28th, 2024

PROJECT DIRECTORY

APPLICANT	GONDOLA PROPERTIES LLC. 100 S Main Street Breckenridge, CO 80424 Contact: Graham Frank Phone: 970.453.883
SURVEYOR	BASLINE SURVEYS LLC 1345 Colo. Hwy. #9 Breckenridge, CO 80424 970.453.7155
ARCHITECT	DTJ DESIGN 3101 Iris Ave. Boulder, CO, 80301 303.443.7533 Contact: Lee Payne Email: lpayne@dtjdesign.com
LANDSCAPE ARCHITECT	DTJ DESIGN 3101 Iris Ave. Boulder, CO, 80301 303.443.7533 Contact: Bill Campie Email: bcampie@dtjdesign.com
CIVIL ENGINEER	TETRA TECH 719 F Ten Mile Drive/P.O. Box 1906 Frisco, CO 80443 970.423.3420 Contact: Chris Durloo Email: chris.durloo@tetratech.com

REGIONAL CONTEXT MAP



PROJECT LOCATION MAP



SHEET INDEX

SHEET	DESCRIPTION
Sheet 01	Cover Sheet
Sheet 02	Existing Site Features
Sheet 03	Site Analysis
Sheet 04	Proposed Site Plan
Sheet 05	Circulation Plan
Sheet 06	Landscape Exhibit
Sheet 07	Phasing Plan
Sheet 08	Overall Composite Utility Plan
Sheet 09	Detailed Composite Utility Plan

Drawing: UA2019026 Breckenridge Gondola Lot 405 C.D. S. 1000' Master Plan 03 Existing Conditions
Last Saved: April 25, 2024 9:58:29 AM by Zeph
Last Plotted: 5/28/2024 11:28:15 AM
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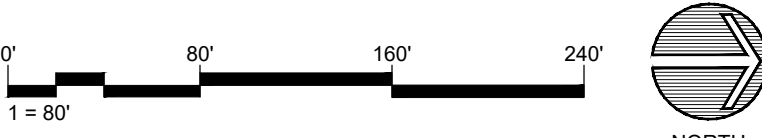


LINE	BEARING	DISTANCE
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2	N 75°12'42" E 12.87'	

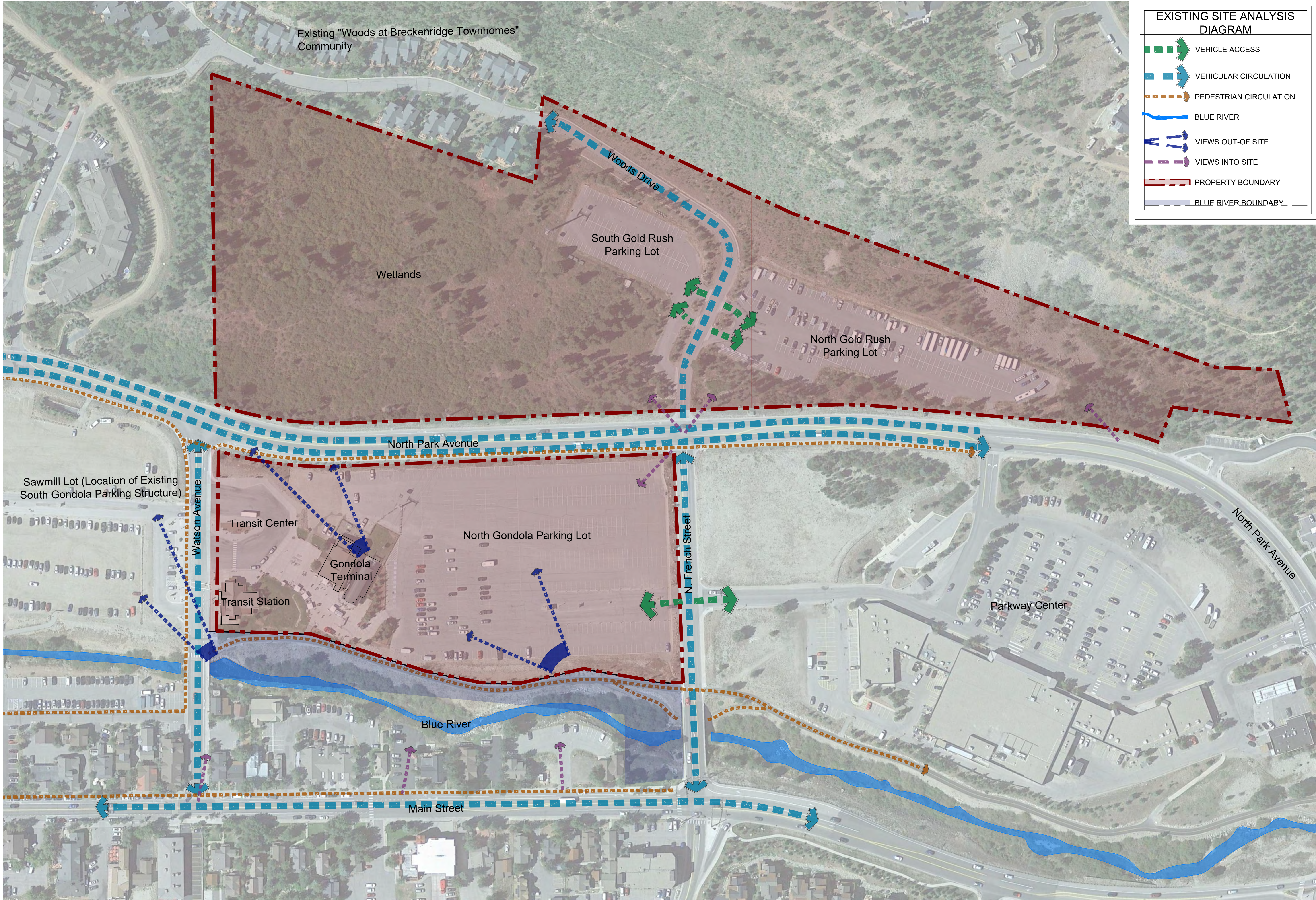
NORTH GONDOLA LOT & GOLD RUSH LOTS
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

DRAWN BY:	DTJ
CHECKED BY:	ZE/BC
PROJECT NO.:	2019026
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	04/26/2024
Planning & Zoning Review	05/28/2024

SHEET TITLE:
EXISTING SITE
FEATURES
SHEET NUMBER:



Drawing: U:\2019026\Breckenridge-Gondola Lot\Dev05 CAD\Sheets\01 Master Plan\04 SiteAnalysis.dwg
Last Saved: April 9, 2024 4:10:21 PM by Alferero
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EXISTING SITE ANALYSIS
DIAGRAM

VEHICLE ACCESS

VEHICULAR CIRCULATION

PEDESTRIAN CIRCULATION

BLUE RIVER

VIEWS OUT-OF SITE

VIEWS INTO SITE

PROPERTY BOUNDARY

BLUE RIVER BOUNDARY

NORTH GONDOLA LOT & GOLD RUSH LOTS

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BRECKENRIDGE, CO 80424

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SITE ANALYSIS	
SHEET NUMBER:	
SHEET 03	

MASTER PLAN

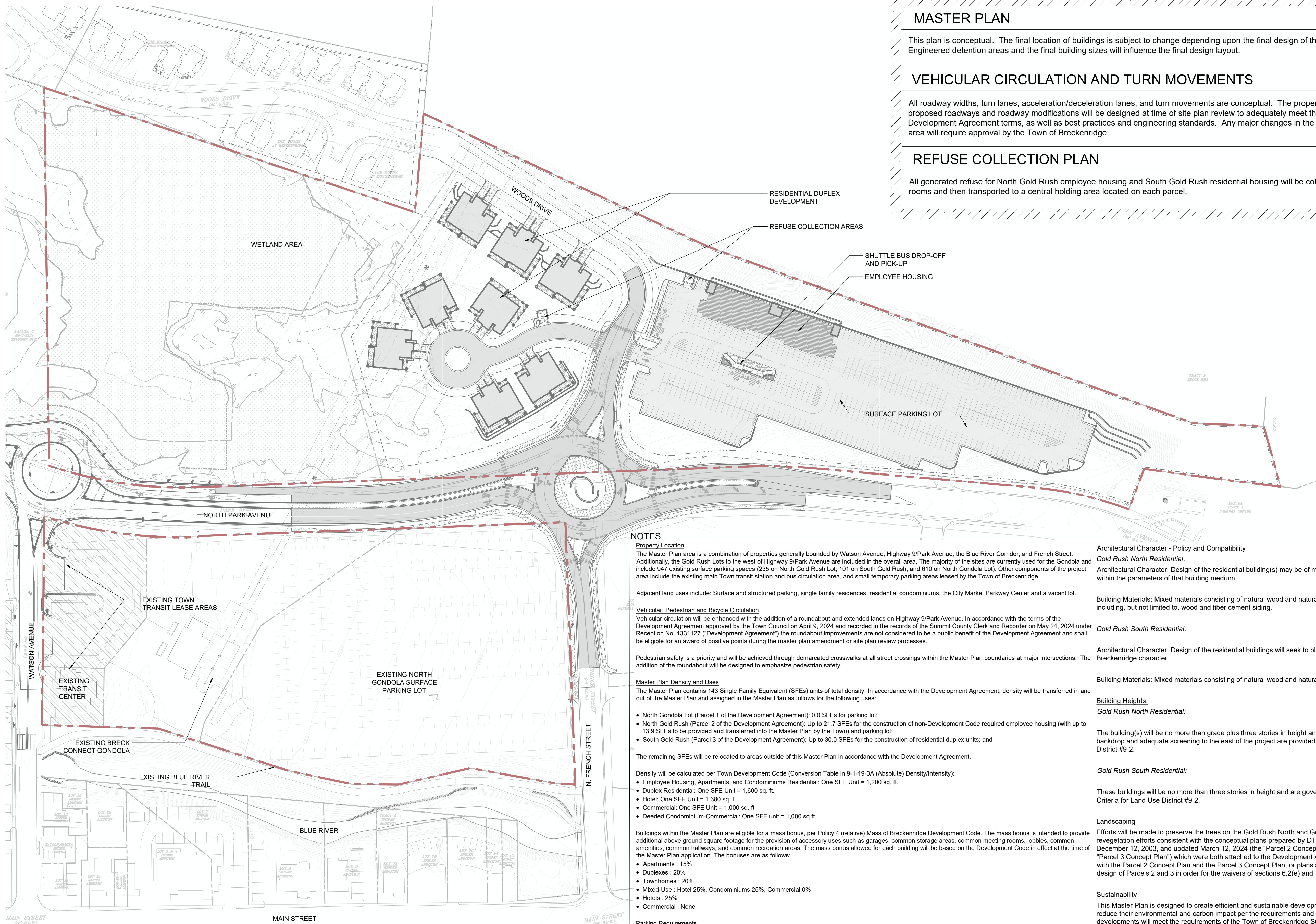
This plan is conceptual. The final location of buildings is subject to change depending upon the final design of the structures and outdoor spaces. Engineered detention areas and the final building sizes will influence the final design layout.

VEHICULAR CIRCULATION AND TURN MOVEMENTS

All roadway widths, turn lanes, acceleration/deceleration lanes, and turn movements are conceptual. The proper widths, lengths, and size of all proposed roadways and roadway modifications will be designed at time of site plan review to adequately meet the intent of the Master Plan, Development Agreement terms, as well as best practices and engineering standards. Any major changes in the main access points to the Master Plan area will require approval by the Town of Breckenridge.

REFUSE COLLECTION PLAN

All generated refuse for North Gold Rush employee housing and South Gold Rush residential housing will be collected within the building(s) in localized rooms and then transported to a central holding area located on each parcel.



NOTES

Property Location

The Master Plan area is a combination of properties generally bounded by Watson Avenue, Highway 9/Park Avenue, the Blue River Corridor, and French Street. Additionally, the Gold Rush Lots to the west of Highway 9/Park Avenue are included in the overall area. The majority of the sites are currently used for the Gondola and include 947 existing surface parking spaces (235 on North Gold Rush Lot, 101 on South Gold Rush, and 610 on North Gondola Lot). Other components of the project area include the existing main Town transit station and bus circulation area, and small temporary parking areas leased by the Town of Breckenridge.

Adjacent land uses include: Surface and structured parking, single family residences, residential condominiums, the City Market Parkway Center and a vacant lot.

Vehicular, Pedestrian and Bicycle Circulation

Vehicular circulation will be enhanced with the addition of a roundabout and extended lanes on Highway 9/Park Avenue. In accordance with the terms of the Development Agreement approved by the Town Council on April 9, 2024 and recorded in the records of the Summit County Clerk and Recorder on May 24, 2024 under Reception No. 1331127 ("Development Agreement") the roundabout improvements are not considered to be a public benefit of the Development Agreement and shall be eligible for an award of positive points during the master plan amendment or site plan review processes.

Pedestrian safety is a priority and will be achieved through demarcated crosswalks at all street crossings within the Master Plan boundaries at major intersections. The addition of the roundabout will be designed to emphasize pedestrian safety.

Master Plan Density and Uses

The Master Plan contains 143 Single Family Equivalent (SFEs) units of total density. In accordance with the Development Agreement, density will be transferred in and out of the Master Plan and assigned in the Master Plan as follows for the following uses:

- North Gondola Lot (Parcel 1 of the Development Agreement): 0.0 SFEs for parking lot;
- North Gold Rush (Parcel 2 of the Development Agreement): Up to 21.7 SFEs for the construction of non-Development Code required employee housing (with up to 13.9 SFEs to be provided and transferred into the Master Plan by the Town) and parking lot;
- South Gold Rush (Parcel 3 of the Development Agreement): Up to 30.0 SFEs for the construction of residential duplex units; and

The remaining SFEs will be relocated to areas outside of this Master Plan in accordance with the Development Agreement.

Density will be calculated per Town Development Code (Conversion Table in 9-1-19-3A (Absolute) Density/Intensity):

- Employee Housing, Apartments, and Condominiums Residential: One SFE Unit = 1,200 sq. ft.
- Duplex Residential: One SFE Unit = 1,600 sq. ft.
- Hotel: One SFE Unit = 1,380 sq. ft.
- Commercial: One SFE Unit = 1,000 sq. ft.
- Deeded Condominium-Commercial: One SFE unit = 1,000 sq. ft.

Buildings within the Master Plan are eligible for a mass bonus, per Policy 4 (relative) Mass of Breckenridge Development Code. The mass bonus is intended to provide additional above ground square footage for the provision of accessory uses such as garages, common storage areas, common meeting rooms, lobbies, common amenities, common hallways, and common recreation areas. The mass bonus allowed for each building will be based on the Development Code in effect at the time of the Master Plan application. The bonuses are as follows:

- Apartments : 15%
- Duplexes : 20%
- Townhomes : 20%
- Mixed-Use : Hotel 25%, Condominiums 25%, Commercial 0%
- Hotels : 25%
- Commercial : None

Parking Requirements

The parking demands for each project vary among the variety of uses planned within the Master Plan. Parking will be provided for each proposed Land Use category within a project. Winter recreational visitor parking will continue to be provided on the North Gondola and the North Gold Rush Lots and will be credited towards the 1,560 parking spaces required by the Parking Agreement between the Town of Breckenridge and Vail Summit Resorts, Inc. dated November 11, 2003 and recorded on June 29, 2004 in the records of the Summit County Clerk and Recorder under Reception No. 760358 (the "Parking Agreement") as follows:

- The North Gondola Lot: The historic existing 610 parking spaces for winter recreational visitors will be credited towards the above Parking Agreement parking space requirements irrespective of any landscaping, lighting, and drainage/stormwater improvements constructed on the lot per the terms of the Development Agreement.
- The North Gold Rush Lot: A minimum of 400 parking spaces for winter recreational visitors, or other proposed and approved amount, as a continuation of the historic use of the property for overflow parking, will be provided and will be credited towards the Parking Agreement parking space requirements.

The above winter recreational visitor parking spaces may be used outside of the winter season for guest parking, employee parking, or other parking purposes allowed by the Development Code.

The Master Plan will accommodate the minimum required parking as listed below per section 9-3-8: OFF STREET PARKING REQUIREMENT SUBSECTION B, unless an alternative amount is reviewed and approved by the Town:

- Duplexes/Townhomes: 1.5 spaces per duplex unit, 1.5 spaces per townhome unit/1-bedroom and larger
- Employee Housing Apartment-Residential: 1 space per unit/efficiency unit, 1.5 spaces per unit/1-bedroom or larger

Architectural Character - Policy and Compatibility

Gold Rush North Residential:

Architectural Character: Design of the residential building(s) may be of modular construction and will seek to create a residential feel within the parameters of that building medium.

Building Materials: Mixed materials consisting of natural wood and natural appearing fiber cement materials and mixed colors, including, but not limited to, wood and fiber cement siding.

Gold Rush South Residential:

Architectural Character: Design of the residential buildings will seek to blend into the surrounding neighborhoods and the greater Breckenridge character.

Building Materials: Mixed materials consisting of natural wood and natural appearing fiber cement materials and mixed colors.

Building Heights:

Gold Rush North Residential:

The building(s) will be no more than grade plus three stories in height and integrated into the western hillside so that an appropriate backdrop and adequate screening to the east of the project are provided as allowed by the General Design Criteria for Land Use District #9-2.

Gold Rush South Residential:

These buildings will be no more than three stories in height and are governed by the recommended height of the General Design Criteria for Land Use District #9-2.

Landscaping

Efforts will be made to preserve the trees on the Gold Rush North and Gold Rush South Lots along Park Avenue and provide revegetation efforts consistent with the conceptual plans prepared by DTJ Design, reviewed and approved by the Town Council on December 12, 2003, and updated March 12, 2024 (the "Parcel 2 Concept Plan") and the November 14, 2003 DTJ Design Plan (the "Parcel 3 Concept Plan") which were both attached to the Development Agreement. Preservation and revegetation efforts consistent with the Parcel 2 Concept Plan and the Parcel 3 Concept Plan, or plans substantially similar thereto, shall be incorporated in the design of Parcels 2 and 3 in order for the waivers of sections 6.2(e) and 7.2(c) of the Development Agreement to become effective.

Sustainability

This Master Plan is designed to create efficient and sustainable developments. The individual developments will explore ways to reduce their environmental and carbon impact per the requirements and recommendations of the Development Code. Additionally, the developments will meet the requirements of the Town of Breckenridge Sustainability Building Code section 8-4 (Ord. 29, Series 2008).

Proposed Public Amenities and Open Space

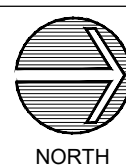
The Designated Wetland Preserve on the Gold Rush South is to be dedicated fee simple to the Town of Breckenridge, and will be protected as a part of this Master Plan. Such dedication is not considered a public benefit of the Development Agreement and shall be eligible for an award of positive points during the master plan amendment or site plan review processes.

Development Agreement Terms and Vesting

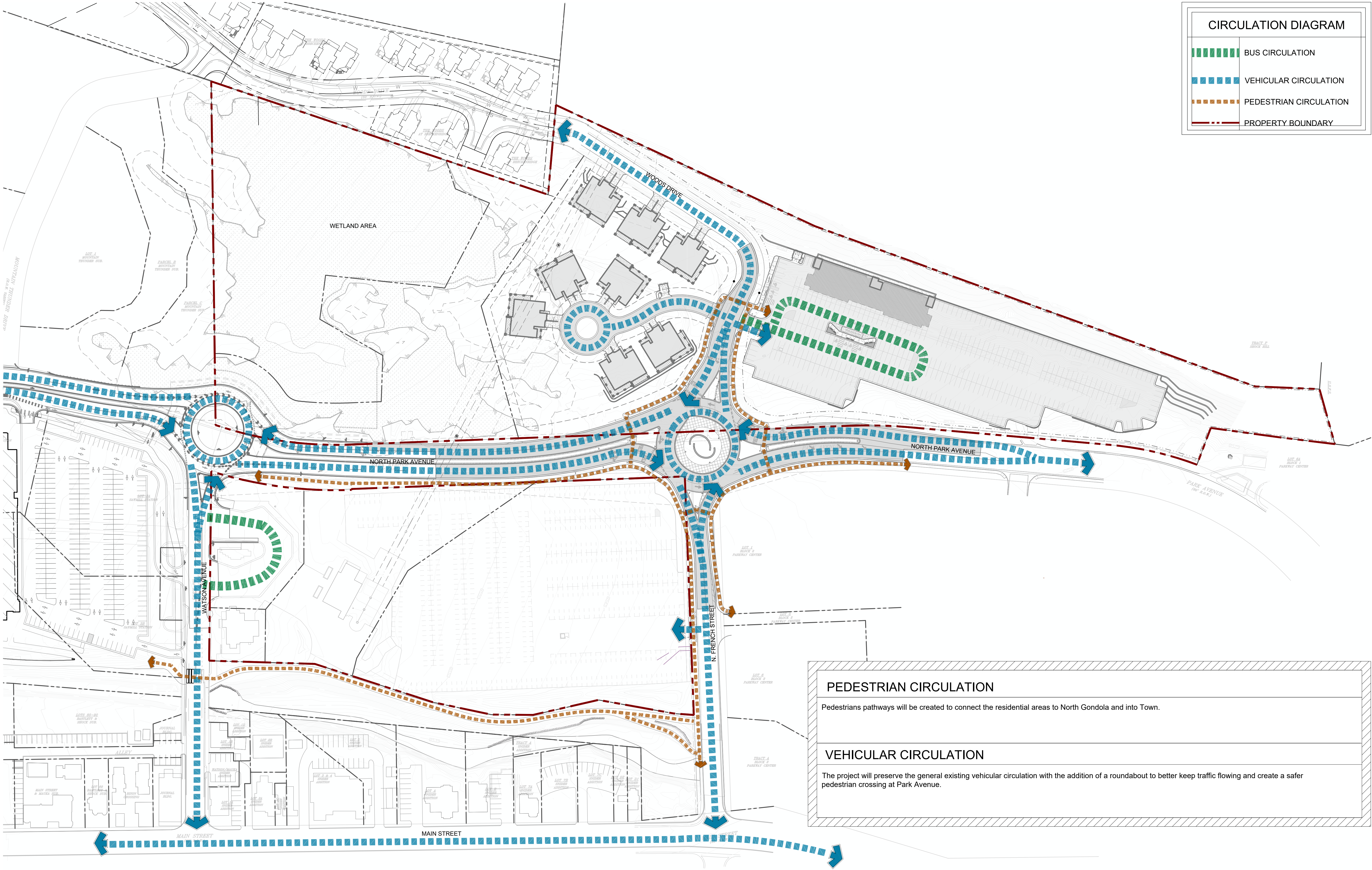
The terms, conditions, and provisions of this Master Plan, as modified by this amendment, are subject the Development Agreement and the extended vesting property rights provided for in the Development Agreement. The Development Agreement specifically established a vesting period of five years for this Master Plan, beginning from the effective date of this first amendment. Interested parties should review the Development Agreement and contact the Town of Breckenridge Department of Community Development for further information.

Amendment

This First Amendment to the Master Plan is approved by Development Permit PL-2024-0118.



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PROPERTY LINE

SETBACK LINE

LOT SUBDIVISION LINE

ASSUMED EXISTING TREES LOCATION

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 BUFFER TREE TO BE REMOVED

EXISTING INTERNAL SITE TREE TO BE REMOVED

BUFFER TREE REPLACEMENT

INTERNAL SITE TREE REPLACEMENT

TOTAL PRESERVED

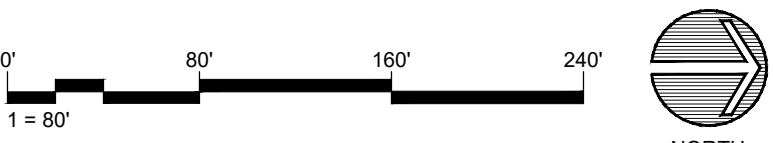
TOTAL REMOVED

TOTAL REPLACED

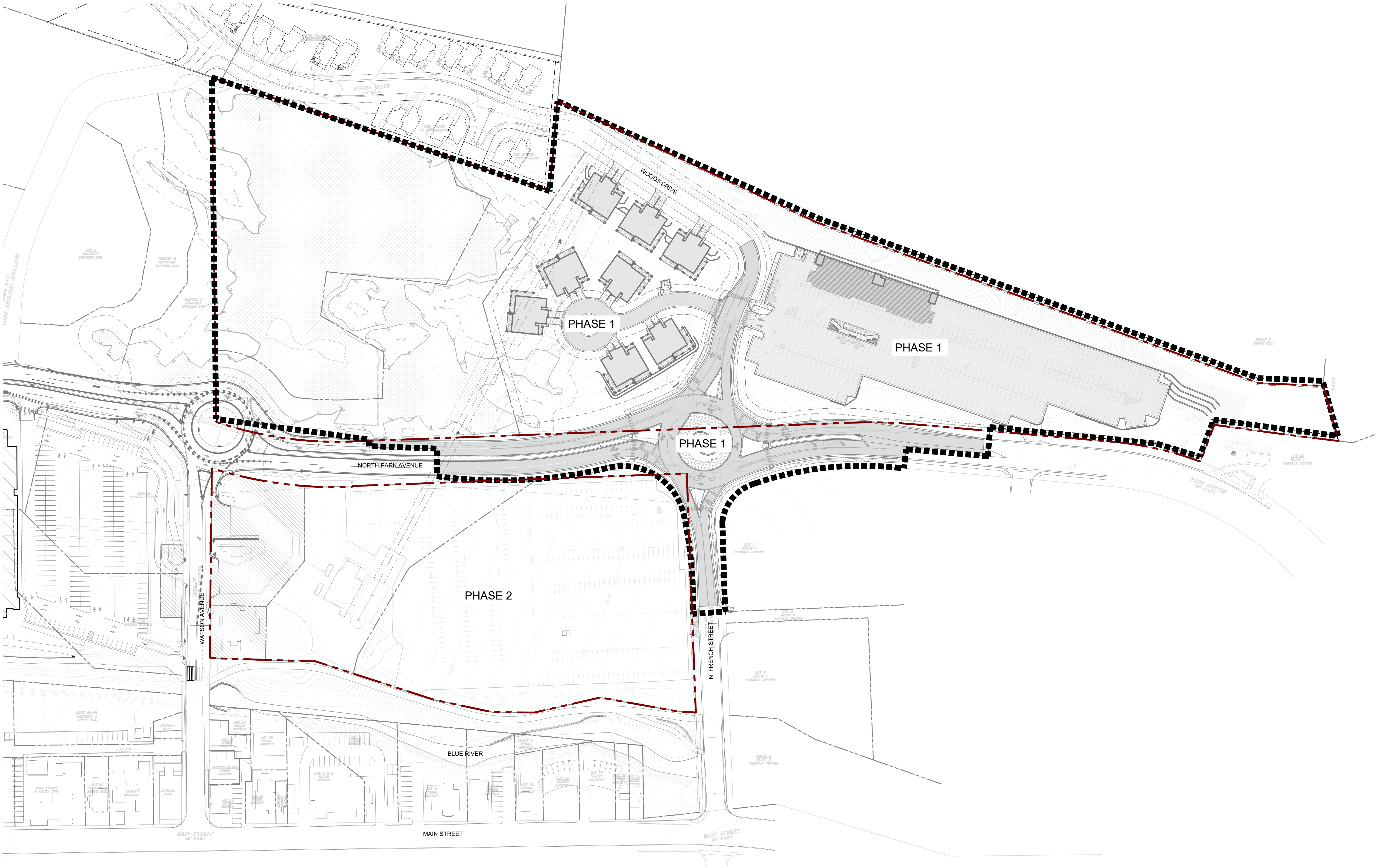
NOTES

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.

*PROPOSED CONCEPTUAL LANDSCAPE BUFFER DIAGRAM



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NORTH GONDOLA LOT & GOLD RUSH LOTS
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

DRAWN BY:	DTJ
CHECKED BY:	ZE/BC
PROJECT NO.:	2019026
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	04/26/2024
Planning & Zoning Review	05/28/2024

SHEET TITLE:

PHASING PLAN

SHEET NUMBER:

NORTH GONDOLA LOT & GOLD RUSH LOTS
MASTER PLAN REVIEW
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

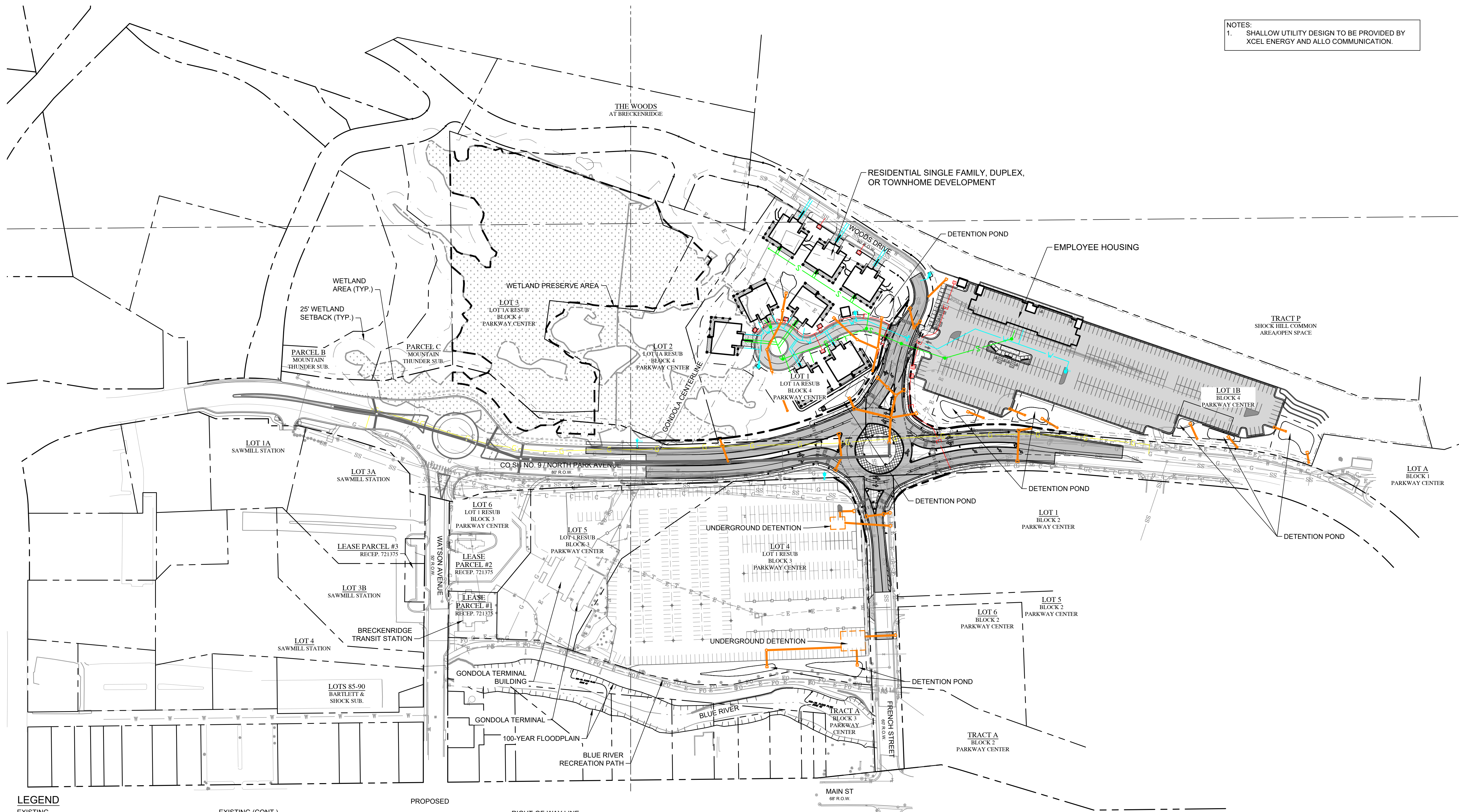
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CHECKED BY: CDD
PROJECT NO.: 200-325517-21001
ISSUE DATE: 04/26/2024
REVISIONS:

SHEET TITLE:
OVERALL
COMPOSITE
UTILITY PLAN

SHEET NUMBER:

SHEET 08

NOTES:
1. SHALLOW UTILITY DESIGN TO BE PROVIDED BY
XCEL ENERGY AND ALLO COMMUNICATION.



LEGEND

EXISTING

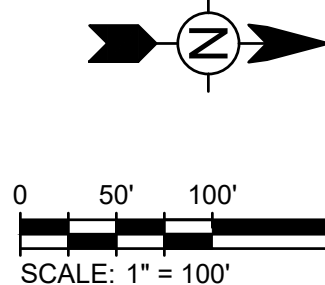
SS SANITARY SEWER LINE
W WATER LINE
XX" SD STORM SEWER LINE
CULVERT
SANITARY SEWER MANHOLE
FIRE HYDRANT
WATER VALVE
STORM SEWER INLET
STORM SEWER STRUCTURE
ELECTRIC LINE
COMMUNICATION LINE
GAS LINE
LIGHT POLE
ELECTRIC TRANSFORMER
COMMUNICATION VAULT
PROPERTY LINE
RIGHT-OF-WAY
EASEMENT
SECTION LINE
MINOR CONTOUR
MAJOR CONTOUR

EXISTING (CONT.)

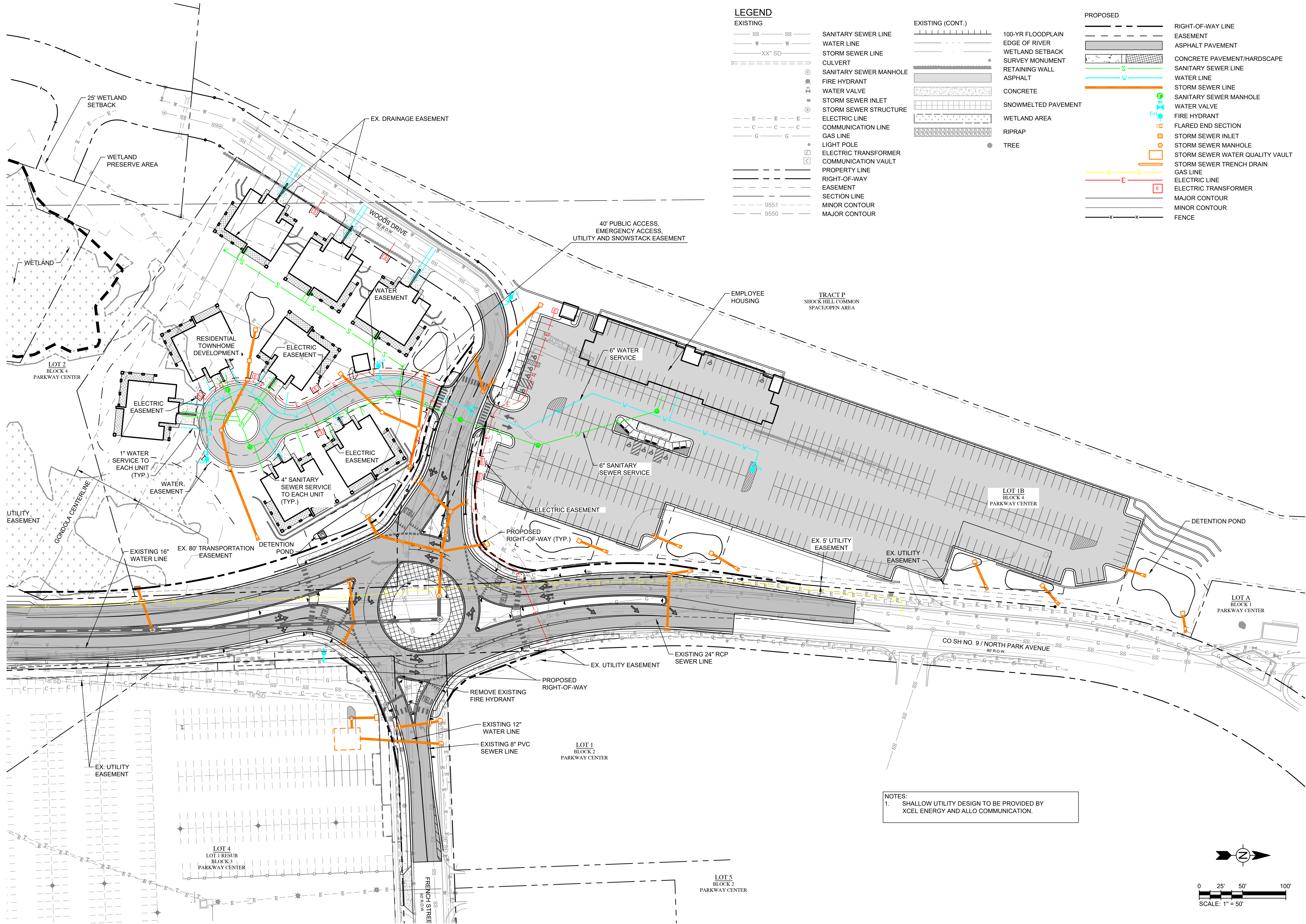
100-YR FLOODPLAIN
EDGE OF RIVER
WETLAND SETBACK
SURVEY MONUMENT
RETAINING WALL
ASPHALT
CONCRETE
SNOWMELTED PAVEMENT
WETLAND AREA
RIPRAP
TREE

PROPOSED

RIGHT-OF-WAY LINE
EASEMENT
ASPHALT PAVEMENT
CONCRETE PAVEMENT/HARDSCAPE
SANITARY SEWER LINE
WATER LINE
STORM SEWER LINE
SANITARY SEWER MANHOLE
WATER VALVE
FIRE HYDRANT
FLARED END SECTION
STORM SEWER INLET
STORM SEWER MANHOLE
STORM SEWER WATER QUALITY VAULT
STORM SEWER TRENCH DRAIN
GAS LINE
ELECTRIC LINE
ELECTRIC TRANSFORMER
MAJOR CONTOUR
MINOR CONTOUR
FENCE



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1331127

Taryn Power - Summit County Recorder

"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 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.

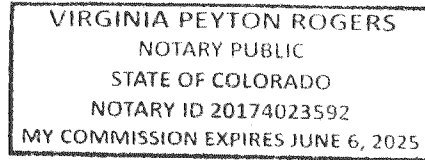
[SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

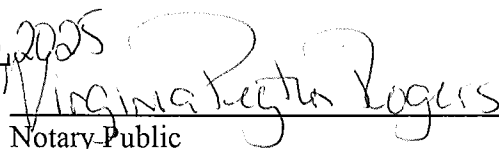
By:


Shannon Haynes, Manager

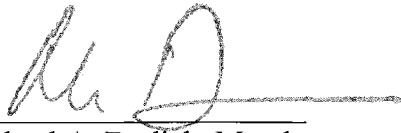
STATE OF Colorado)
COUNTY OF Summit) SS:



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

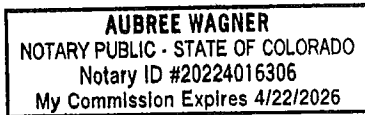
By: 
Michael A. Dudick, Member

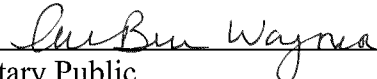
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

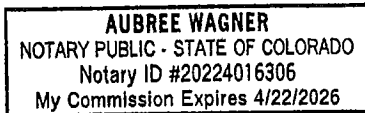
By: 
Michael A. Dudick, Member

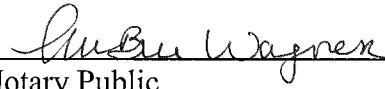
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

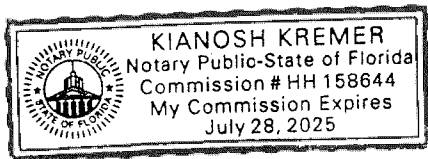
By: [Signature]
Name: Jordan Suppan
Title: Authorized Signatory

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.

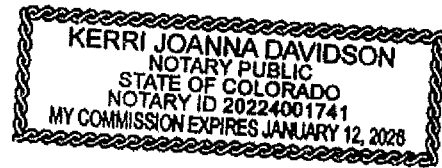
My commission expires: July 28, 2025



[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

Signature Page to Development Agreement

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]

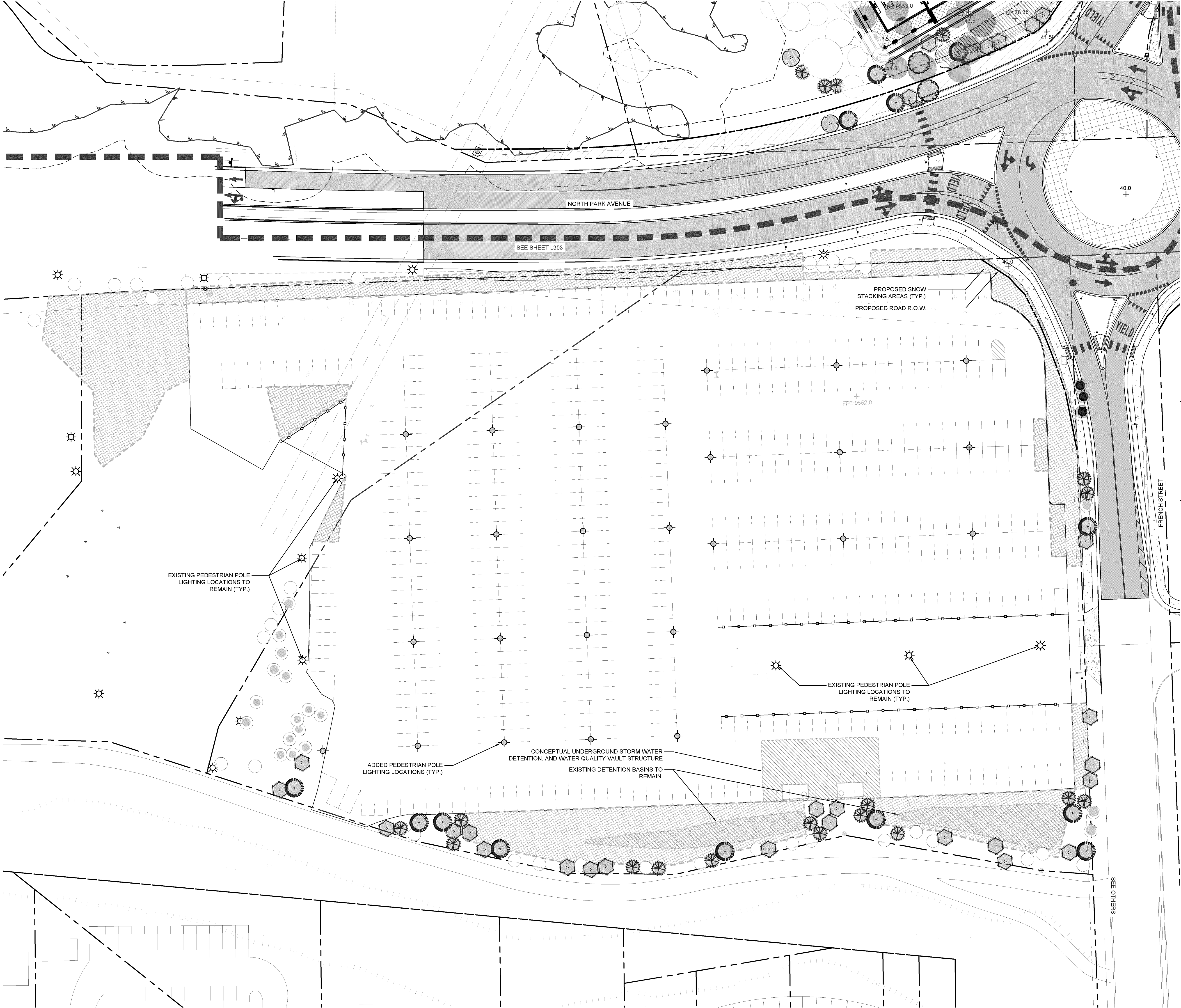
Legal Description of the Sending Parcel

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 Sheets000 Exhibits+Coordination04 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

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 121 of 180

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.	

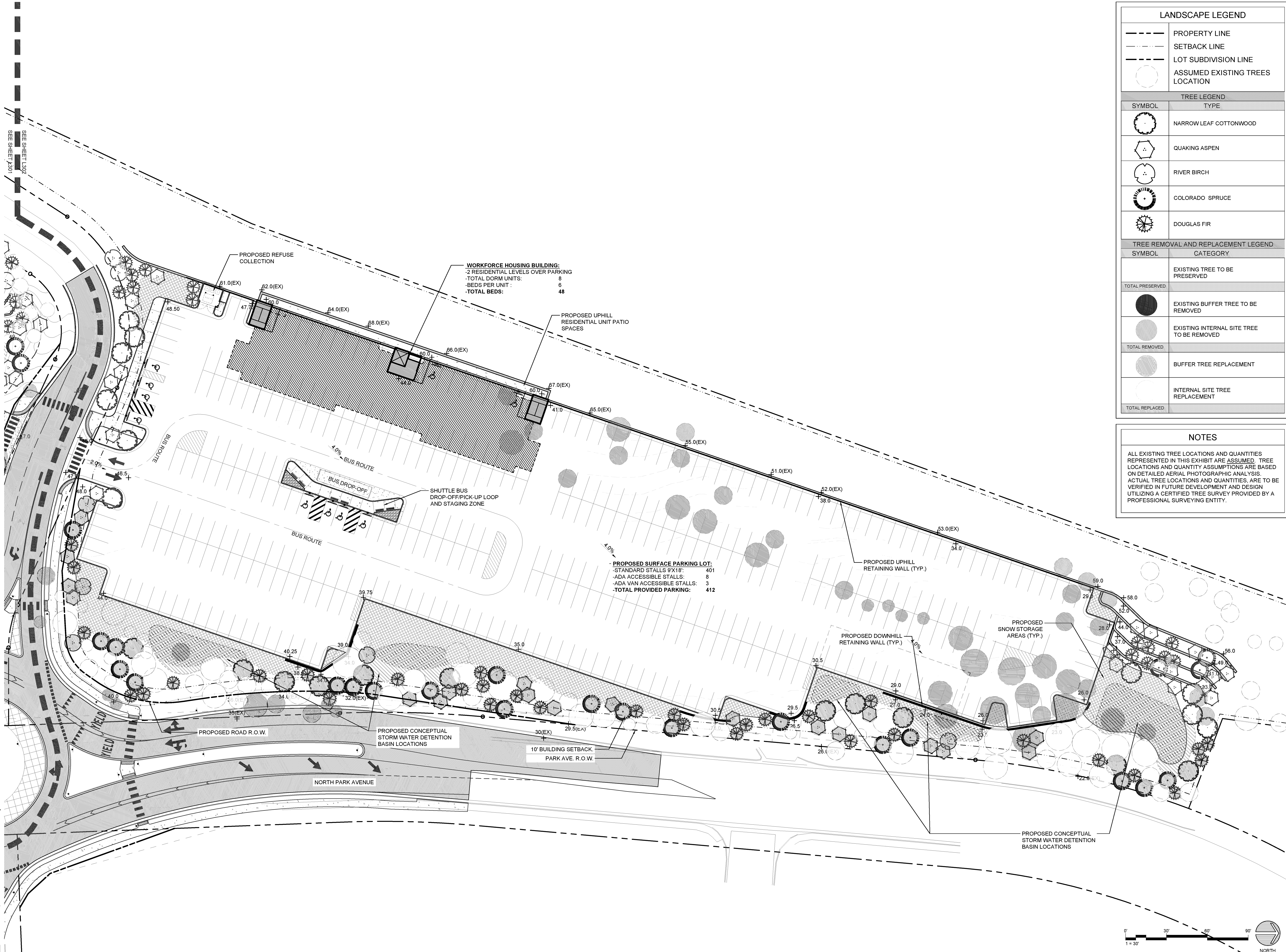


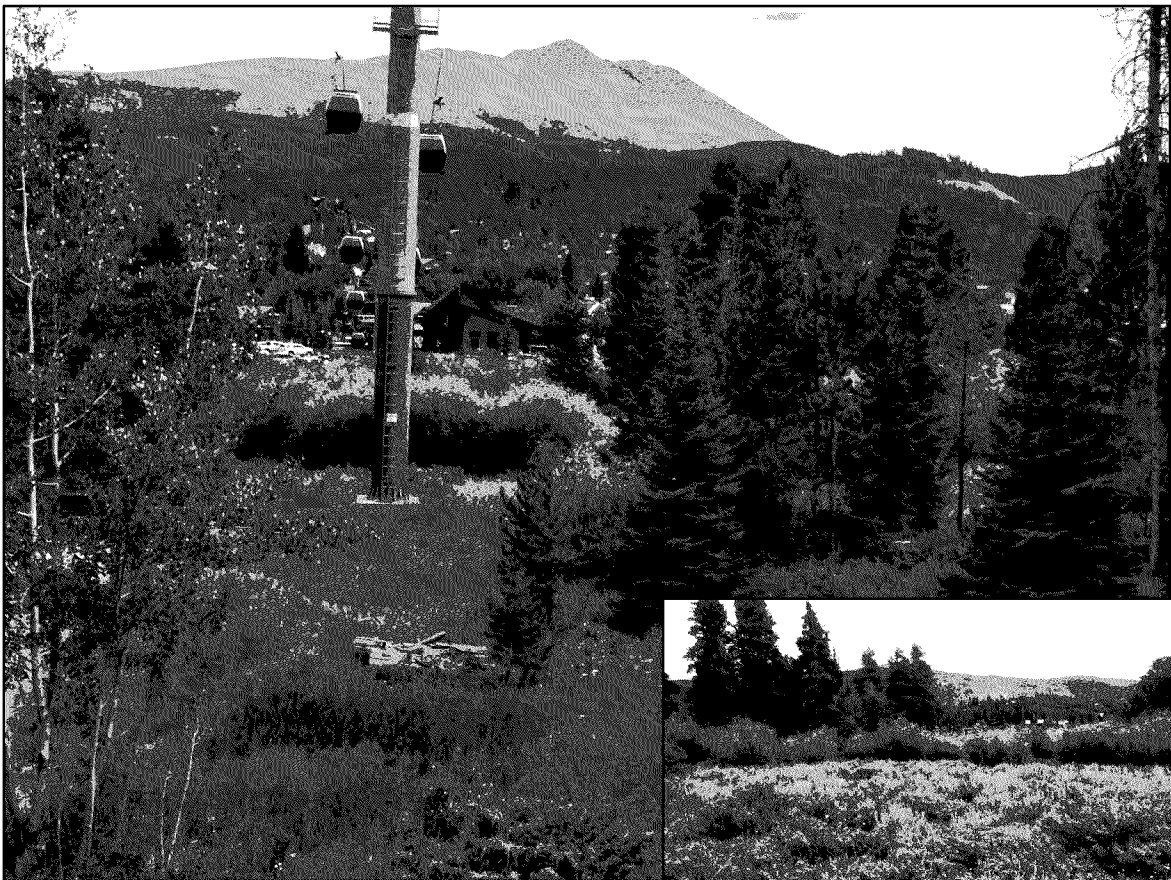
Exhibit 11
[Wetlands Report]

Alpine Ecological Resources, LLC

Gold Rush Lots Wetland Technical Report

Breckenridge, Colorado

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



Andy Herb, Ecologist/Owner
andy@alpine-eco.com
www.alpine-eco.com

Gold Rush Lots

Wetland Technical Report

Table of Contents

1.0 Introduction.....	3
1.1 Purpose of This Report.....	3
1.2 Project Description.....	3
2.0 Site Description	4
3.0 Methods	5
3.1 Literature Review.....	5
3.2 Field Data Collection	5
3.3 Mapping	6
3.4 Wetland Classification.....	6
3.5 Wetland Functional Assessment.....	6
4.0 Wetlands	7
4.1 Vegetation	7
4.2 Hydrology	7
4.3 Soils	7
4.4 Wetland Functional Condition.....	8
5.0 Other Water Features	9
6.0 Proposed Impacts	10
7.0 Proposed Mitigation.....	11
7.1 Wetland Mitigation.....	11
7.2 Wetland Setback Mitigation	11
8.0 Literature Cited.....	13

List of Figures

Figure 1—Site Location Map

Figure 2—Wetlands and Other Water Features

Gold Rush Lots

Wetland Technical Report

List of Tables

Table 1 – Permanent Wetland Impacts (p.10)

Appendices

Appendix A – Wetland Determination Data Forms

Appendix B – Site Photographs

Appendix C – Site Plan and Wetland Disturbance

Abbreviations and Acronyms

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

Gold Rush Lots

Wetland Technical Report

1.0 Introduction

1.1 Purpose of This Report

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

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

1.2 Project Description

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

Gold Rush Lots

Wetland Technical Report

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).

Gold Rush Lots

Wetland Technical Report

3.0 Methods

3.1 Literature Review

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

3.2 Field Data Collection

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

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

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

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

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

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

Gold Rush Lots

Wetland Technical Report

3.3 Mapping

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

3.4 Wetland Classification

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

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

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

3.5 Wetland Functional Assessment

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

Gold Rush Lots

Wetland Technical Report

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

Gold Rush Lots

Wetland Technical Report

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

4.4 Wetland Functional Condition

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

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

Gold Rush Lots

Wetland Technical Report

5.0 Other Water Features

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

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

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

Gold Rush Lots

Wetland Technical Report

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.

Gold Rush Lots

Wetland Technical Report

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.

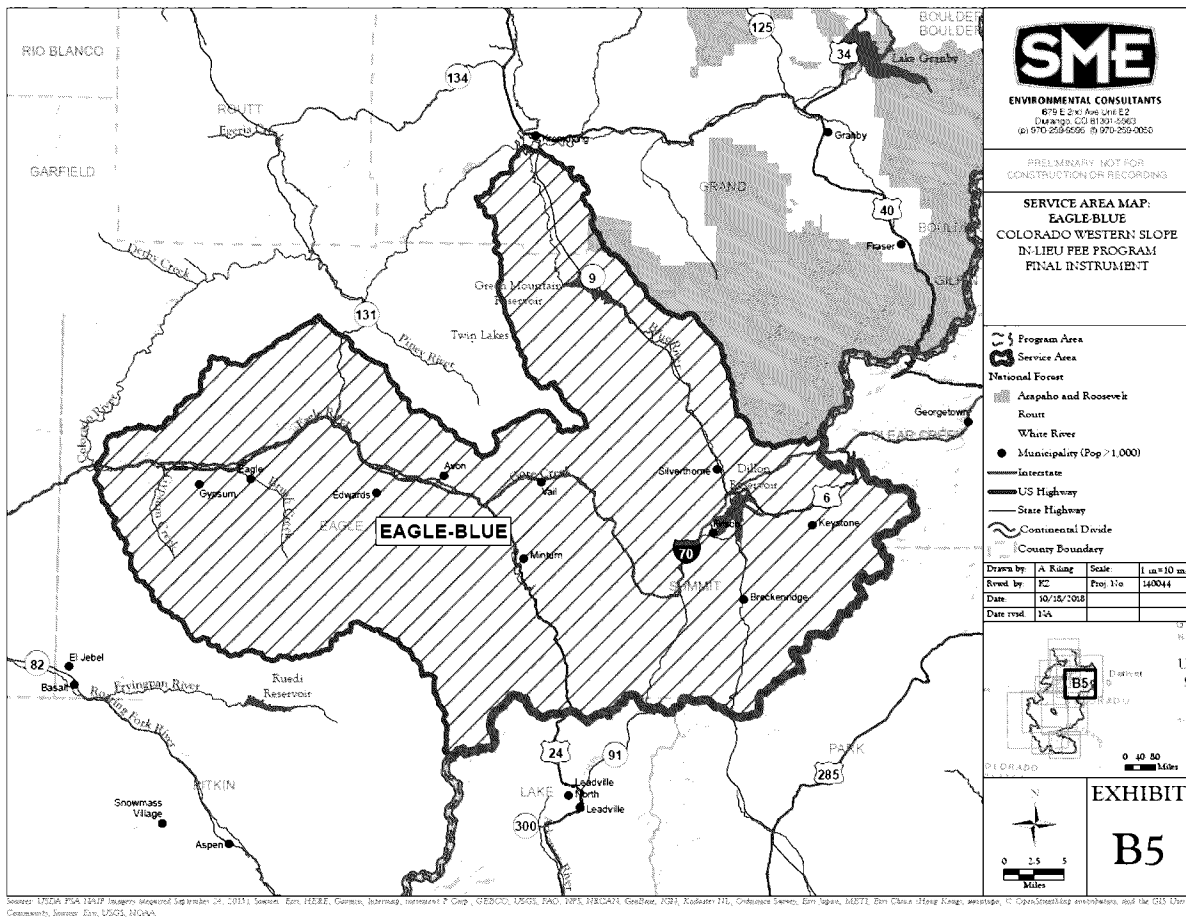
7.2 Wetland Setback Mitigation

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.

Gold Rush Lots

Wetland Technical Report

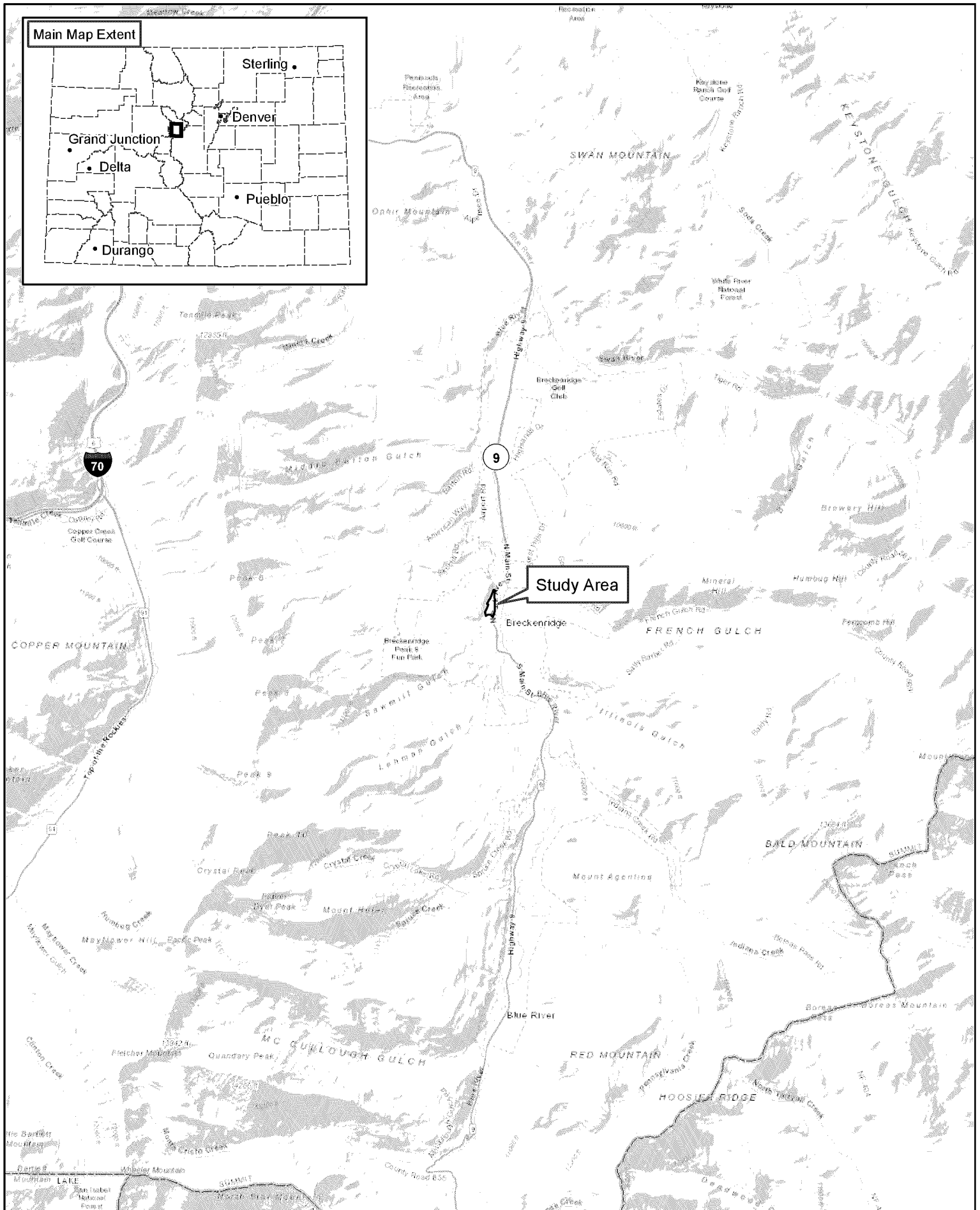


Gold Rush Lots

Wetland Technical Report

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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																	
1.					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)																
2.																					
3.																					
4.																					
5.																					
			=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%; border-collapse: collapse;"> <tr> <th style="width: 40%;">Total % Cover of:</th> <th style="width: 60%;">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>																				
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>																					
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>)																				
1.	<u>Mertensia ciliata</u>	<u>20</u>	<u>Yes</u>	<u>FACW</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.																
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>)																				
1.					Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
2.																					
			=Total Cover																		
% Bare Ground in Herb Stratum <u>25</u>																					

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

SOIL

Sampling Point: SP1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type 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 ☐
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): _____	Wetland Hydrology Present? Yes ☒ No ☐
Water Table Present?	Yes ☐ No ☒	Depth (inches): _____	
Saturation Present?	Yes ☐ No ☒	Depth (inches): _____	
(includes capillary fringe)			
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%; border-collapse: collapse;"> <tr> <th style="width: 40%;">Total % Cover of:</th> <th style="width: 60%;">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.																					
<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> <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.																
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.																					
<u>97</u> =Total Cover																					
Woody Vine Stratum	(Plot size: <u>1x3 meter</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
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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)			
☐ 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):		Hydric Soil Present? Yes ☐ No ☒	
Type: _____	Depth (inches): _____		

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:				Wetland Hydrology Present? Yes ☐ No ☒	
Surface Water Present?	Yes ☐ No ☒	Depth (inches):	_____		
Water Table Present?	Yes ☐ No ☒	Depth (inches):	_____		
Saturation Present?	Yes ☐ No ☒	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 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	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)																
1.																					
2.																					
3.																					
4.																					
=Total Cover																					
Sapling/Shrub Stratum	(Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: left;">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>																					
1. <u>Salix drummondiana</u>		<u>10</u>	<u>Yes</u>	<u>FACW</u>																	
2.																					
3.																					
4.																					
5.																					
=Total Cover																					
Herb Stratum	(Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>X</u> <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u>5</u> - 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>Calamagrostis canadensis</u>		<u>40</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u>Mertensia ciliata</u>		<u>30</u>	<u>Yes</u>	<u>FACW</u>																	
3. <u>Achillea millefolium</u>		<u>10</u>	<u>No</u>	<u>FACU</u>																	
4. <u>Potentilla gracilis</u>		<u>5</u>	<u>No</u>	<u>FAC</u>																	
5. <u>Chamerion angustifolia</u>		<u>5</u>	<u>No</u>	<u>UPL</u>																	
6. <u>Cirsium arvense</u>		<u>5</u>	<u>No</u>	<u>FAC</u>																	
7.																					
8.																					
9.																					
10.																					
11.																					
=Total Cover																					
Woody Vine Stratum	(Plot size: <u>1x3 meter</u>)																				
1.																					
2.																					
=Total Cover																					
% Bare Ground in Herb Stratum <u>5</u>																					

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

SOIL

Sampling Point: SP3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type 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)	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):		Hydric Soil Present? Yes ☐ No ☒
Type: _____	Depth (inches): _____	
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): _____	Wetland Hydrology Present? Yes ☐ No ☒
Water Table Present?	Yes ☐ No ☒	Depth (inches): _____	
Saturation Present?	Yes ☐ No ☒	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: _____
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	20%	50%
Tree Stratum	<u>4</u>	<u>10</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: 5 (A)
 Total Number of Dominant Species Across all Strata: 9 (B)
 Percent of Dominant Species that are OBL, FACW, or FAC: 55.56% (A/B)

Prevalence Index Worksheet

Total % Cover of: ☐
 OBL species 5 x 1 = 5
 FACW species 20 x 2 = 40
 FAC species 40 x 3 = 120
 FACU species 67 x 4 = 268
 UPL species 0 x 5 = 0
 Column totals 132 (A) 433 (B)
 Prevalence Index = B/A = 3.28

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? Y

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

50/20 Thresholds		20%	50%
Tree Stratum		0	0
Sapling/Shrub Stratum		6	15
Herb Stratum		19	49
Woody Vine Stratum		0	0
Dominance Test Worksheet			
Number of Dominant Species that are OBL, FACW, or FAC:		2	(A)
Total Number of Dominant Species Across all Strata:		2	(B)
Percent of Dominant Species that are OBL, FACW, or FAC:		100.00%	(A/B)
Prevalence Index Worksheet			
Total % Cover of: ☐			
OBL species	65 x 1 =	65	
FACW species	40 x 2 =	80	
FAC species	32 x 3 =	96	
FACU species	0 x 4 =	0	
UPL species	0 x 5 =	0	
Column totals	137 (A)	241 (B)	
Prevalence Index = B/A =		1.76	
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?		Y	

Remarks:

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

Project Site: Gold Rush Lots
SOIL
Sampling Point:
SP5
Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

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

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

Hydric Soil Indicators:
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) | ☐ Redox Dark Surface (F6) | |
| ☐ Thick Dark Surface (A12) | ☐ Depleted Dark Surface (F7) | |
| ☐ Sandy Mucky Mineral (S1) | ☐ Redox Depressions (F8) | |
| ☐ Sandy Gleyed Matrix (S4) | | |
| ☐ 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) (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? (includes capillary fringe)	Yes ☒ No ☐	Depth (inches): <u>0</u>

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

NOT FOR
CONSTRUCTION

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

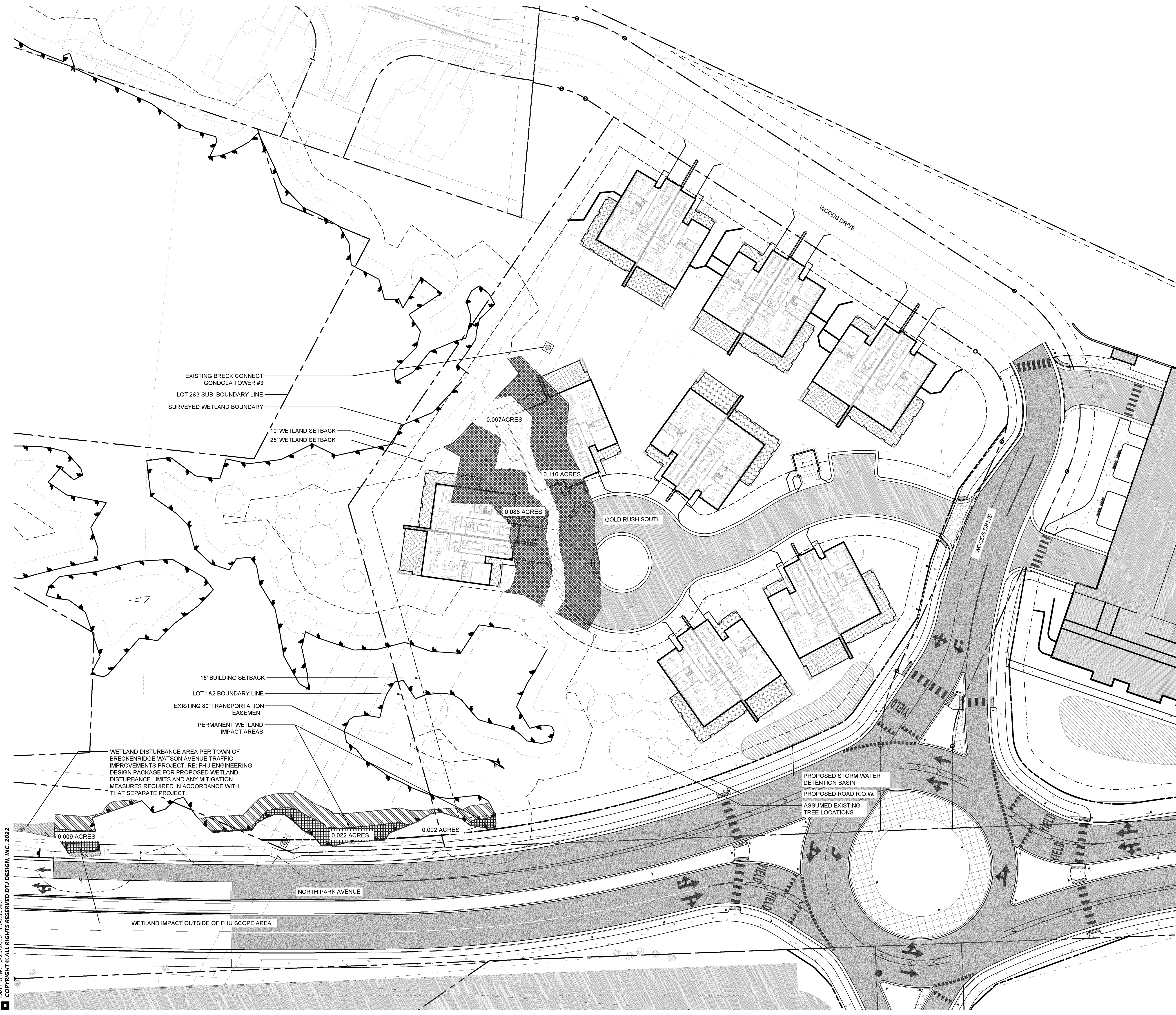
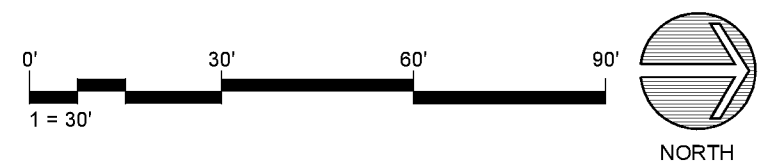
SHEET TITLE
GOLD RUSH
SOUTH SITE
PLAN

L201



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.



March 3, 2025

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

RE: Final Hearing Parcel 2/Employee Housing and Parking Site Plan Application (PL-2024-0422)

Sarah,

Thank you for your continued help with the Parcel 2/Employee Housing and Parking Lot Site Plan request. Based upon Staff and Planning Commission comments from the January 21, 2025 Hearing and support to move forward to a Final Hearing, we have revised the plans and provided additional information as required by the Development Code. Specifically, the plan set has been revised with the following:

- Minor modifications to the site plan:
 - The building has shifted approximately 2' to the north;
 - A 2' curb has been provided around the building for protection from the adjacent parking stalls;
 - The dead-end drive aisles have been redesigned for better turn movements;
 - The exterior parking lot lights have been relocated to better align with the parking spaces; and
 - Additional spot elevations have been provided to better understand the rear wall height.
- Site area calculations have been revised to reflect the site plan revisions;
- The Landscape and Tree Management Plans have been revised due to the site plan revisions (i.e., one additional tree to be removed and one additional tree will be planted);
- Retaining wall design details and images/photos have been provided;
- The building has increased in size by approximately 145 square feet due to further coordination with the mechanical and structural engineers;
- The building increased in height by approximately 3 ½";
- The common areas' solid doors have been replaced with full-lite doors to encourage social interactions;
- The interior hallways now undulate with recessed doors (square footages shifted between units and hallways);
- A material and color sample board has been included on Sheet A902;
- A Preliminary Drainage Report has also been provided for the property.
- The locations of the Parking lot lights are shown on the civil plans and Providence Micro Core – Medium Housing PROV fixture details have been provided on L300. As previously

discussed, a photometric plan meeting all applicable Development Agreement and Town Lighting Standards and Off-Street Parking requirements be provided prior to issuance of a building permit.

Final Hearing Materials

All submittal materials have been provided electronically. Please find attached separately or in the plan set:

- Final Hearing Application signed by Vail Summit Resorts, Inc. (VSRI) as the Owner and Gondola Lot Properties, Inc. as the Applicant/Agent along with an Authorization Letter from VSRI. (These are copies of the original Application and Authorization Letter submitted for the Preliminary Hearing.)
- Existing Conditions Plan
- Civil Site Plan and Colored Site Plan (Please see Sheet L400 Illustrative Plan.)
- Grading and Drainage Plan
- Composite Utility Plan
- Sanitary Sewer Main 4 Plan and Profile
- Water Main 5 Plan and Profile
- Civil Details
- Drainage Details
- Erosion Control Details
- Proposed Drainage Basin Plan
- Fire Truck and Shuttle Access Exhibits
- Landscape Site Plan and Colored Landscape Site Plan (Please see Sheet L400 Illustrative Plan.)
- Lot Coverage Plan
- Overall Circulation Plan
- Snow Management Plan
- Existing Tree Management Plan
- Site Wall Diagram
- Planting Plan and Schedule
- Site Details
- Illustrative Plan
- Shadow Projections/Solar Study
- Building Floor Plans
- Roof Plan
- Colored Elevations
- Building Sections
- Panoramic Views of the Site and Views of the Site with Proposed Improvements
- Materials and Colors Board
- A Preliminary Drainage Report for the North Goldrush Lot prepared by Tetra Tech

As previously discussed:

- Building and parking lot lighting locations are shown on the plans and fixture details are being finalized. A photometric plan and lighting cut sheets for all the proposed lighting will be provided prior to issuance of a building permit. All applicable exterior lighting requirements of the Development Agreement and Town Code will be met.
- Please refer to the Preliminary Hearing Project Narrative for an employee housing generation discussion.
- No indoor or outdoor fireplaces or exterior heated areas are proposed.
- The property is located in an existing subdivision that has its monuments in place.
- We are continuing to work with the Engineering Department and the Colorado Department of Transportation (CDOT) on the construction of the roundabout and separate permit(s) will be submitted to the Engineering Department and CDOOT and for review and approval.
- Development of the site will occur in a single phase and a constructing staging plan will be provided to the Town at the time of building permit review.

With the plan modifications and additional information, we believe all Staff and Planning Commissioner comments and applicable terms of the April 9, 2024 approved Development Agreement for the Breckenridge Grand Vacations Gondola Lot, and the Peak 7 & 8 Master Plans, the June 11, 2024 approved Gondola Lot Master Plan Amendment (PL-2024-0118), and Development Code requirements have been met.

The Planning Commission supported the preliminary point analysis showing all relevant Development Code Absolute Policies to be complied with and the project passing the applicable Relative Policies with an overall score of two positive points (+2). We understand one negative point (-1) is warranted under Relative Policy 6/Building Height for exceeding the recommended 50' ridgeline length and one positive point (+1) should be assigned to the project under Relative Policy 15/ Refuse and Recycling for incorporating the dumpster/recycling areas into the garage, one positive point (+1) under Relative Policy 18/Parking Section A.4 for the common driveway, and one positive point (+1) under Relative Policy 27/Drainage for proposing aesthetically pleasing landscaped detention ponds.

The Parcel 2 Employee Housing project will be an asset to the entire community by providing housing for our local workforce and we are happy to collaborate with the Town on its construction. We appreciate all your help with our request, Sarah. Please feel free to contact me or anyone on our development team about this project. We will be glad to discuss it with you in detail or provide any additional information you may need for the Final Hearing.

Regards,

Graham Frank
Chief Development Officer

From: [Sarah Crump](#)
To: ttcbwilson@aol.com
Cc: [Chris Kulick](#); [Mark Truckey](#)
Subject: RE: Proposed BGV Parcel 2 Workforce Housing Development
Date: Monday, February 3, 2025 11:02:00 AM
Attachments: [image001.png](#)
[image002.png](#)

The project has been evaluated against the development agreement, master plan, and development code and has been found to be in compliance with these documents and regulations, including site buffering and setbacks. We cannot require the applicant shift the building position to exceed the requirements of these regulations.

As this is an active application, Town Council cannot comment on the project but your comments have been forwarded to Town Council and will be included in the final hearing packet for the Planning Commission. We expect this project to be back for a final hearing in March.

Thank you,



Sarah Crump, AICP

Planner III, Community Development

Town of Breckenridge

150 Ski Hill Road – PO Box 168

Breckenridge, CO 80424

Direct: 970-453-3168, Main: 970-453-3160

sarahc@townofbreckenridge.com

From: ttcbwilson@aol.com <ttcbwilson@aol.com>
Sent: Thursday, January 30, 2025 2:37 PM
To: Sarah Crump <sarahc@townofbreckenridge.com>
Cc: Chris Kulick <chrisk@townofbreckenridge.com>; Mark Truckey <markt@townofbreckenridge.com>
Subject: RE: Proposed BGV Parcel 2 Workforce Housing Development

External Message - Please confirm you know the sender!

Sarah

Thank you for your reply and the additional information. I appreciate the rigor involved in the prior planning process for the currently proposed building location. I should point out, however, that the poor appearance of the dormitory building **and** the reluctance of BGV to make any changes to the design is significant new information which was not available when the building location on Woods

Drive was originally proposed. If this information was available and these same issues were raised during the working sessions and Council discussions you mentioned, the decision on placement of the structure would likely have been different. All new available information should be included in the upcoming decision on final building placement.

I would also contend that a shift of ~250-300' in location within the same Gold Rush lot area should not be a change with major impact on overall design or timing. A location at the North end of Gold Rush would also likely be preferred by future residents of the building. There are fewer parking spaces in the North end of the lot, and it is the last portion to fill when the Gold Rush lot is in use - so parked cars would rarely be an issue to residents going in-and-out of the building. It also concentrates available parking slots on the South end of the lot which is more convenient to those parking and walking across Woods Drive to the shuttle bus.

This is a time of significant change to our beloved Woods Drive. I'm hoping you can make it as positive an experience as possible for our local residents.

Regards,

Tom & Theresa Wilson

From: Sarah Crump <sarahc@townofbreckenridge.com>

Sent: Thursday, January 30, 2025 12:21 PM

To: tcbwilson@aol.com

Cc: Chris Kulick <chrisk@townofbreckenridge.com>; Mark Truckey <markt@townofbreckenridge.com>

Subject: Proposed BGV Parcel 2 Workforce Housing Development

Mr. and Mrs. Wilson,

We appreciate your concerns regarding making this project a success for residents and neighbors alike. The Town Council worked with BGV throughout 2023-2024 to negotiate an acceptable development agreement concerning this parcel and several other properties throughout Town. Numerous work sessions were held for the development agreement process including no less than four work sessions which specifically discussed this property. Council weighed several locations for positioning this structure on the Parcel 2 lot and were provided with several different arrangements of various levels of apartment density of workforce housing. Council decided the best option was the lowest proposed density option placed on the southwest of the lot to preserve the tree buffer along Park Avenue. This location with a shared drive to the seldom used overflow parking lot will have the least environmental impact. This apartment structure will be provided as a public benefit in the approved development agreement by BGV. Public benefits are required in development agreements for approval and are an obligation of the applicant.

BGV is also the applicant, owner, and contractor for the Independence townhomes you reference and has drafted this work force proposal with consideration for their adjacent property. The proposal abides by the terms of the development agreement, master plan for the area, and the Town's

Development Code. While we encourage projects to have high caliber finishes and architectural compatibility, the Town cannot require architectural elements or finishes that exceed these regulations.

The Town would not offer publicly owned land to meet the terms of the development agreement as this project is an application for workforce housing from a private developer not a Town workforce housing project. In addition, the property you have identified below, known as Block 11, is already slated and in pre-planning stages for approximately 150 additional workforce housing for-sale units which will be developed by the Town. Your comments have been forwarded to the Town Council and we thank you for your interest in this proposed development.



Sarah Crump, AICP

Planner III, Community Development

Town of Breckenridge

150 Ski Hill Road – PO Box 168

Breckenridge, CO 80424

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**To: Breckenridge Planning Commission
Breckenridge Town Council**

Dear Sirs

As residents of Woods Drive near where the BGV Parcel 2 Workforce Housing is proposed, we are in agreement with several of the Planning Commission Board members, that the low-end appearance of the pre-fab dormitory building is not an appropriate design given the proposed location. Woods Drive has historically been zoned residential and currently has 25 very attractive homes each valued at \$2.0MM to \$3.2MM. In addition, the new “Independence Breck” development townhouse units on Woods Drive are expected to each sell in the range of \$4MM to \$6MM. Locating the pre-fab dormitory building immediately across Woods Drive from these new, expensive townhouses seems ill-advised.

We would really like to understand if there are viable alternate locations for the workforce housing building. Since BGV is very firm about not being able to afford further improvements to the design, any flexibility around location options becomes a more significant consideration. A more complete understanding of options and trade-offs would be much appreciated by us as well as other owners on Woods Drive – and perhaps by BGV also.

We note that the TOB owns VERY large open areas just a short distance North along Airport Road (see map below). With the strong interest of the TOB in improved workforce housing, would it be feasible to discuss a creative arrangement with Vail Resorts and BGV where a small portion of that ~25 acre property could be used for this workforce housing project? If Airport Road isn't feasible –

perhaps moving the building to the far North end of the North Gold Rush lot (rather than right on Woods Drive) would be another option to seriously consider. Either of these would certainly be a more appropriate placement than directly on Woods Drive. We would be very interested in the Planning Commissions ideas about this or any other potential relocation options.

We appreciate your consideration in this matter. Please let us know if you have any questions.

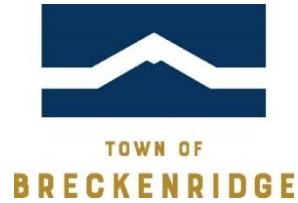
Regards,

Tom & Theresa Wilson

119 Woods Drive

Email: ttcbwilson@aol.com





Memo

To: Planning Commission
From: Chris Kulick, AICP, Assistant Community Development Director
Date: 3/27/2025 (for 4/1/2025)
Subject: Neighborhood Preservation Policy Worksession

Summary

This memo will provide a framework to discuss neighborhood preservation issues that have been identified as general concerns by the Town Council. This subject is multi-layered in its potential impact to the community. Therefore, at this worksession, staff will provide information pertaining to the issues identified at the November 26, 2024 and January 28, 2025 Town Council worksessions and seek direction from the Planning Commission to provide to the Council at a future worksession.

Neighborhood Preservation Policy Mission Statement

The Town of Breckenridge values the diversity of homes throughout its neighborhoods, including diversity in home size, type, and architecture. The variety of different types of homes reflect the deep and colorful history of Breckenridge, from its small mining town roots through its evolution to a world-class resort destination. The recent trends of demolishing existing homes and replacing them with large residences that dominate the viewshed compromise the character of our town and neighborhoods and do not align with multiple Town goals and community values, including Community Character, Natural Resources, the Built Environment and Sustainability.

Background

In September 2007, Town Council voiced concerns regarding the development of large homes in Town and expressed their desire to maintain the character of the existing neighborhoods. The Council was concerned that “scrape offs” and new construction resulting in large homes could pose a threat to the existing character of these neighborhoods and directed staff to create a “Neighborhood Preservation Policy” (NPP). Based on the Council’s concerns, the Town embarked on an in-depth, two-year planning process that established above ground density limitations for single-family lots without platted building or disturbance envelopes. More recently, the Council requested staff revisit this topic due to current development trends and identified areas of concern at the November 26, 2024 and January 28, 2025 worksessions.

In preparation for the Council worksessions staff researched design attributes that influence character throughout the 19 neighborhoods (see attached map) subject to NPP standards. In relaying these design attributes to Council, staff used the Weisshorn Subdivision and the neighboring Gold Flake subdivision as examples, to illustrate patterns of development. The Weisshorn Subdivision is comprised completely of lots that do not have any type of building or disturbance envelope while the Gold Flake Subdivision features a mixture of lots with and without envelopes. Staff has included an attachment of homes that have been developed over the last 60 years in these two subdivisions that previously aided the Council’s most recent NPP worksession discussions.

Development regulations that staff were directed to focus on by the Council included:

- Setbacks - Eliminate Relative Policy

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Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

- Building Height - 35' maximum building height to remain but establish a maximum percentage of ridges that can be within a certain amount of feet of 35'
- Elimination of Positive Points for Electric Vehicle Chargers & Landscaping
- Additional density or square footage restrictions were **not** recommended

The Council also directed staff to consider enhanced sustainability regulations utilizing the Building Code adoption process that is currently underway and being directed by the Building Division, rather than exploring a parallel Development Code policy adoption. Sustainability regulations that staff were directed to explore included:

- Increased Energy Standards
- Electrification
- Glazing
- Material Diversion

More recently, on March 6, 2025, staff met with a group of local architects and builders as a first step of the public process to discuss the Council's initial recommendations. Written feedback provided by attendees of that meeting is included in the packet as an attachment to this memo.

Suggested Code Amendments

Beyond the actual square footage of a home there are other code-based guardrails that influence the perception of home size and character. Among those guardrails, setbacks and building height are two of the most important. Setback and building height regulations are also principal tools to address preservation of views, limiting shadow projections and providing site buffering. These code amendments would apply to the neighborhoods discussed earlier that generally do not have building or site disturbance envelopes.

Setbacks

Staff compared our setback requirements to peer communities listed in the matrix below and found our existing Relative setback requirements are among the most restrictive. However, our minimum Absolute front setback requirement of 15' with negative points is the least restrictive when benchmarked against the other communities. Based on this information the Council suggests eliminating the ability to take negative points from the Development Code related to setbacks for single-family homes outside of the Historic District and adopt the more restrictive Relative setbacks as the Absolute requirement to ensure more privacy and buffering from neighboring properties and public rights of way. This would result in setback requirement of Front 25', Side Combined 50' (minimum 15' on one side), Rear 15' and increase the front and combined side setbacks by 10' compared to the current minimum. *Does the Planning Commission support increasing setbacks to the Council recommended minimums?*

Building Height/ Roof Design

Staff also compared our allowed building height for single-family homes outside of the Historic District to the same communities and found that we are the most generous with a permitted maximum permitted building height 35'. The Council understood that reducing the maximum permitted height may reduce the perceived size of homes in our community but felt the varied topography of the community may lead to design hardships and less interesting roof forms if the maximum height was reduced from 35'. The Council suggested adding a limitation to the percentage of ridgeline that can be within a set number of feet from the maximum height to further reduce the appearance of bulk.

It is noted that the majority of the existing NPP neighborhoods feature a diversity of architectural styles which includes many different types of roof designs. The attached examples of homes in the Weissborn and neighboring Gold Flake Subdivision highlight the many roof design styles that include various shed, barrel vault, mid-century and gable roof forms. Since the character of these neighborhoods has always included a variety of roof forms the Council did not recommend establishing a dominant character now. Staff notes there are areas of Town that strictly regulate roof forms through HOA standards to create a consistent character but staff and the Council did not recommend an additional layer of regulation from the Town to achieve uniformity beyond those standards.

Does the Planning Commission Council support limiting the percentage of ridgeline that can be within the maximum building height?

Comparison to Peer Communities				
	Setbacks			Maximum Building Height
	Front	Side	Rear	
Breckenridge (Absolute)	15', garage 20'	Combined 40' (Minimum 15'on one side)	15'	35'
Breckenridge (Relative)	25'	Combined 50' (Minimum 15'on one side)	15'	N/A
Aspen	25'	10'	10'	25'
Pitkin County	30'	10'	10'	28'
Summit County	25'	15'	25'	35'
Vail	20'	15'	15'	33'
Highlights Most Restrictive				

Elimination of Positive Point Opportunities

The Council provided clear direction at the worksessions that positive points for electric vehicle (EV) chargers and above average landscaping should be removed from the Development Code for projects that are not multi-family or commercial in nature. The Council believed there may some benefit in incentivizing more abundant and larger caliper landscaping for larger multi-family and commercial buildings since landscaping is generally the main option to softening these types of developments. Staff notes that in recent years there has been a trend towards more negative point opportunities while at the same time reduced opportunities to earn positive points in the Development Code. For a performance-based code to work correctly there needs to be a balance of opportunities for earning positive and negative points at a variety of point increments. Staff is currently evaluating practices that we may want to incentivize and award positive points in the future. *Does the Commission support restricting positive points for EV charging and landscaping?*

Tennative NPP Timeline

- Fall 2009 – NPP Policy originally adopted
- Fall 2024 – Town Council interested in amending NPP Policy
- November 26, 2024 & January 28, 2025 – Initial Town Council worksessions
- March 6, 2025 – Open house to solicit input from the construction and design communities
- **April 1, 2025 – Planning Commission worksession**
- April 2025 – Community open house
- May 2025 – Town Council worksession to go over input received and recommendations

Public Outreach/Engagement/Next Steps

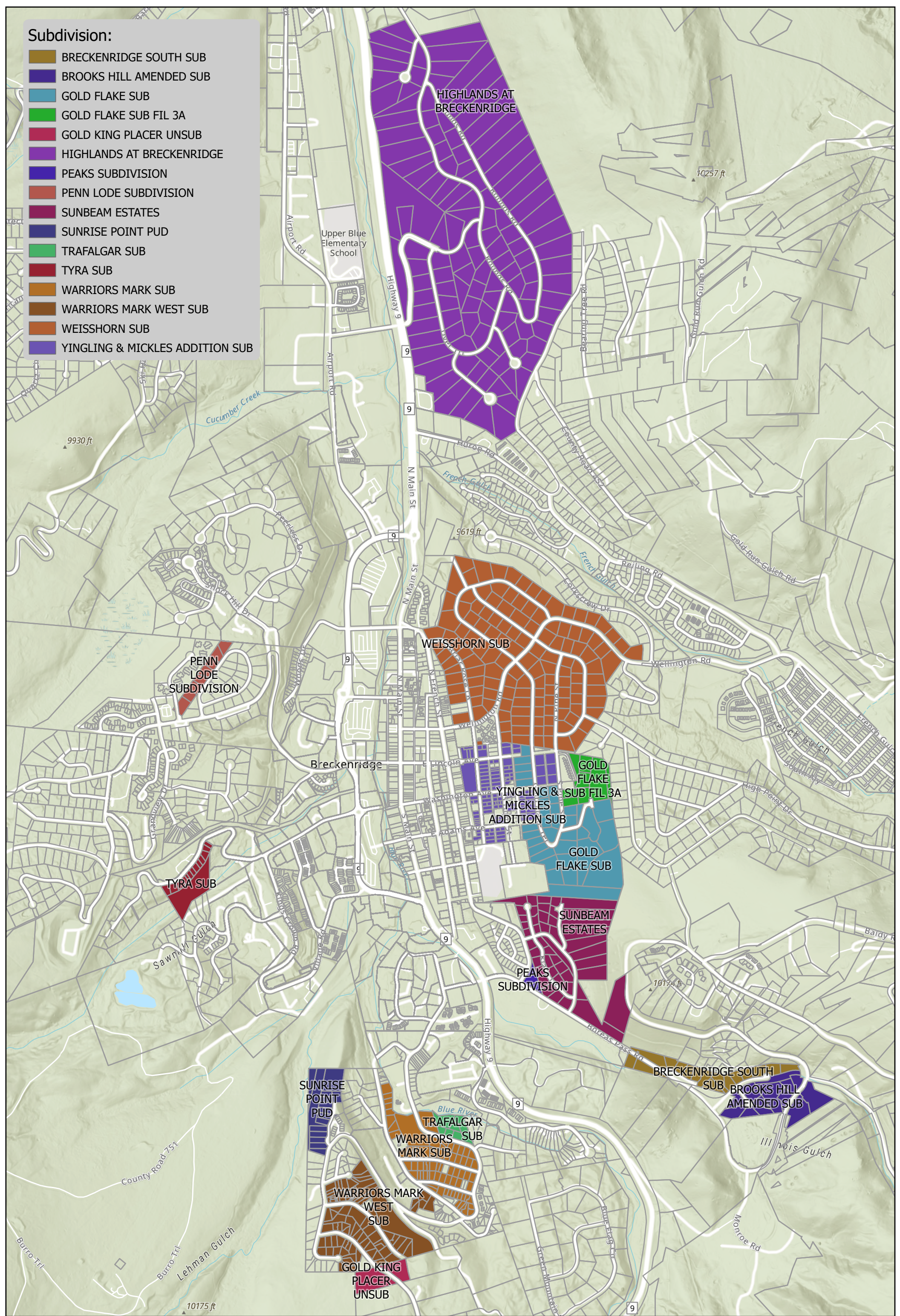
Based on Council feedback from their worksessions, staff will involve our Communications Division to implement a public engagement campaign. Staff acknowledge that from our previous experience, and those of similar communities, efforts to address neighborhood preservation can be contentious and require meaningful public engagement to be successful.

Staff Recommendation

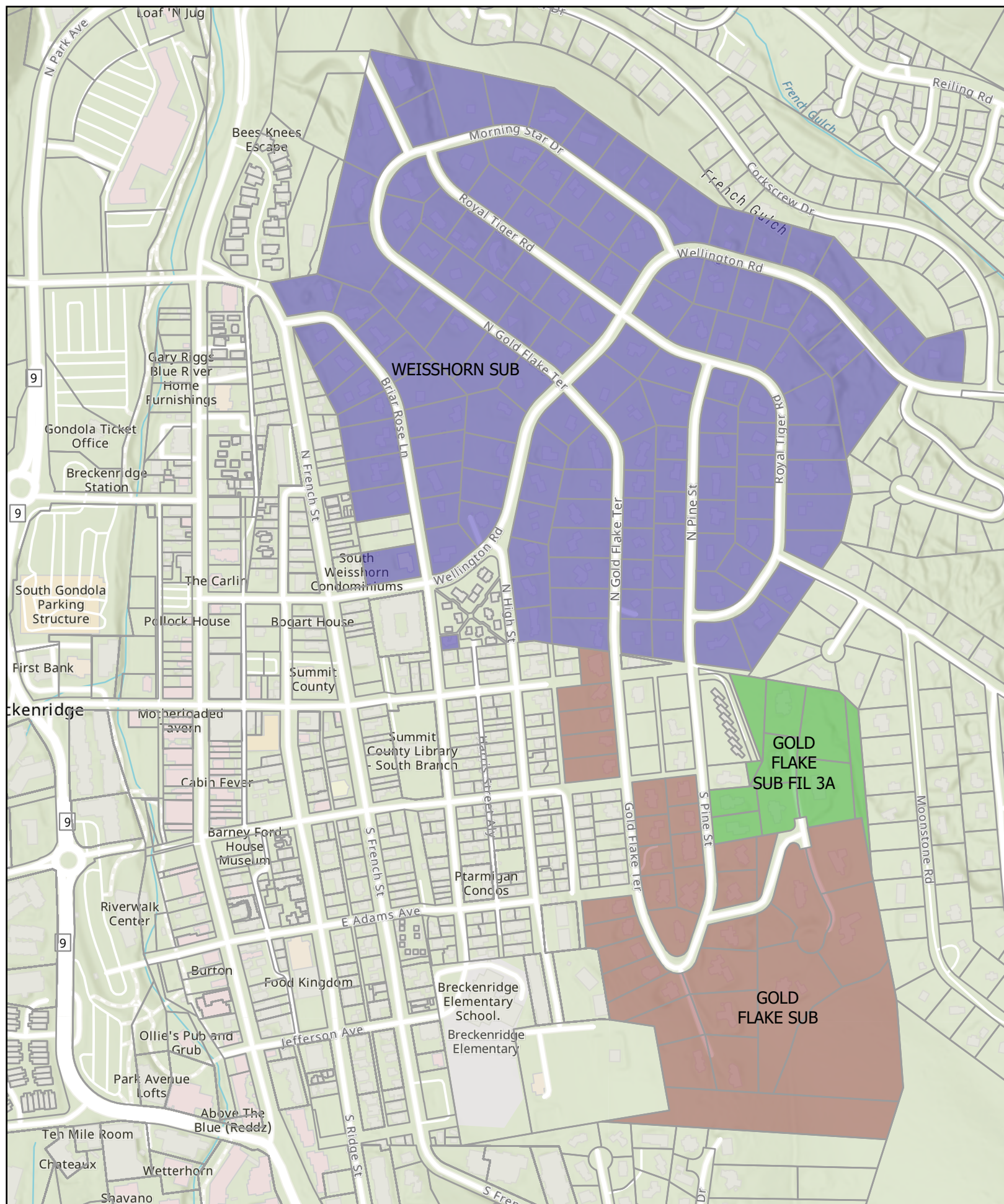
Staff looks forward to receiving Commission direction on this complex issue and will be available on Tuesday to answer any questions. Staff will include Planning Commission recommendations to the Council at their next NPP worksession.

Subdivision:

- BRECKENRIDGE SOUTH SUB
- BROOKS HILL AMENDED SUB
- GOLD FLAKE SUB
- GOLD FLAKE SUB FIL 3A
- GOLD KING PLACER UNSUB
- HIGHLANDS AT BRECKENRIDGE
- PEAKS SUBDIVISION
- PENN LOD SUBDIVISION
- SUNBEAM ESTATES
- SUNRISE POINT PUD
- TRAFALGAR SUB
- TYRA SUB
- WARRIORS MARK SUB
- WARRIORS MARK WEST SUB
- WEISSHORN SUB
- YINGLING & MICKLES ADDITION SUB



Current NPP Subdivisions
Town of Breckenridge



Gold Flake and Weisshorn Subdivisions
Town of Breckenridge

0 125 250 500 Feet



Neighborhood Preservation Policy

Weisshorn – Diversity of Architecture by Decade



Weisshorn – Diversity of Architecture by Decade



124 N. Gold Flake Terrace (1968)
4,137 sq. ft. 0.67 Acres



305 Royal Tiger (1995)
6,870 sq. ft. 1.30 Acres



114 N. Gold Flake Terrace (2023)
6,136 sq. ft. 0.38 Acres



400 Wellington Road (1973)
3,891 sq. ft. 0.68 Acres



214 Royal Tiger Road (2009)
9,452 sq. ft. 0.69 acres



201 Morningstar (2025)
8,869 sq. ft. 0.69 Acres

Gold Flake – Neighbor to the Weissshorn



121 S. Gold Flake Terrace (1983)
3,905 sq. ft. 0.53 Acres



200 S. Gold Flake Terrace (1996)
6,290 sq. ft. 0.48 Acres



106 Stillson Placer Terrace (2015)
7,759 sq. ft. 1.38 Acres



101 N. Gold Flake Terrace (1987)
5,102 sq. ft. 0.53 Acres



206 S. Pine Street (2007)
5,412 sq. ft. 0.50 acres



52 Stillson Placer Terrace (2025)
9,172 sq. ft. 1.31 Acres

NPP Architect and Builder Open House Written Comments

March 6, 2025

Suzanne Allen Sabo: “Thanks for allowing for the public comment regarding the new proposed codes.

- I do not have an issue with the 50’ absolute lot setback, as proposed.
- I would not restrict ridge height with the % of ridge length at 35’. This will force convoluted designs with multiple unnecessary roof steps.
- The removal of a lot of the positive point options will make it difficult to get certain projects passed through the planning process. Site disturbance is sometimes difficult to overcome when there is a steep site or a sloping street from which a driveway must enter a lot.

Adding some other positive points for hot button items would be helpful to both Architects and Planning staff, (ie....Solar thermal heating system, geothermal heating system, carbon neutral certification or no exterior heat). Perhaps the carrot, instead of the stick would be helpful.

Thanks!”

Tom Begley, Builder (Via Phone):

- Some old homes were placed askew when constructed. Increased setback requirements will make logical additions more difficult and possibly incentivize scraping and starting over.
- The Council is on the right track in terms of ridge height.
- Increasing the number of random ridge breaks necessitate more heat tape.

Brett A. Confer, Architect: “I agree with the comment that there needs to be viable options for positive points. An option could be positive points for renovations vs scrapes. Could incentives be created for increased density in the neighborhoods, to offset the FAR.”

Mickey Florio, Architect: “Thanks for having this meeting and, as someone said, doing a great job of distilling Council’s concerns so that we can have a focused discussion. I have lots to say and I’ll do my best to break them into a few categories.

Regarding eliminating options that we currently use to get positive points

I think this needs to be a 1 for 1. For every option taken away, one should be added. We either need to provide new ways to get positive points AND/OR lower the bar on granting positive points for existing policies.

- An example of lowering the bar would be Policy 7R, D. Driveways. This is a +4/-4 line item. We often get dinged for long driveways but do we ever get awarded positive points for short, well-thought out driveways? If so, I haven’t seen it. **(Staff Note: The point awards are at 2 point increments)**
- I see a big opportunity for new positive points in addressing wildfire resistance:

- Non-combustible or fire-retardant exterior materials.
- Non-combustible defensible space immediately around footprint (rip-rap cobble or thoughtful walkways, patios)
- No roof vents (that can suck embers into the attic)
- Decks made of non-combustible materials (concrete, stone pavers on pedestals, etc.)
- Other positive point items to consider:
 - Points granted for a percentage of square footage below the max allowed. We all know that economics dictates that we build out to every square inch of our allowable footage. Owners should get credit for bucking that trend.
 - Nicer driveway and entry hardscape. This is something that affects streetscape and thus the character of the neighborhood. Positive points should be granted for finishes that are better than broom-finish concrete and asphalt. I'm thinking stone paving on concrete slab substrate, decorative banding, colored concrete, acid-etched exposed aggregate concrete. These are all very expensive items and can be incentivized with positive points.
 - Policy 30A allows a single EPA-rated wood-burning appliance with no penalty. How about +1 for opting to do none?
 - Policy 4A: 900 SF of garage space is exempted from aboveground square footage. How about +1 or even +2 for opting for a 2-car garage (600 SF or less).
(Staff Note: The 900 SF bonus was eliminated in 2023)

Building Heights discussion:

I am against a bulk-plane. These are oftentimes implemented in an urban setting for sunlight access and that doesn't make sense here where sunlight is dependent on tree cover, lot size, lot orientation and other factors.

I am in favor of positive points for reduced building height and I see the opportunity to revamp the standards to include more and different options for getting points. Here are some ideas to fine-tune:

- 75% of roof is below 32' = 1 point
- Entire roof is below 32' = 2 points
- Entire roof is below 29' = 3 points
- I like the 8:12 pitch verbiage but could be modified. Instead of measuring in plan view, how about measuring in elevation? I'm thinking of tudor homes that appear to have all steep-pitched roofs but usually have a flat roof in the middle that's contained within the steep planes and isn't visible from any side.

- I like the section: “buildings that step down one full story on the edges may be awarded +1 points,” But recommend that “one full story” be replaced with an eave height. 16’ – 18’ seems appropriate. And define “edges.” Are we talking the two sides of the home? Or all sides?

Objections to home on Wellington from constituents:

We all know the house in question and I believe the issue is human scale. The absolute height isn’t the problem we’re trying to solve. The problem is that the monumental scale makes the building not look like a home. This would take some finesse but I think there are opportunities in terms of:

- Projections to break down the mass of the taller volumes
- Window groupings that are human scale, not office building or bank storefront size. We need to be careful here because some use of expanses of glass, for instance to separate solid volumes, is pleasing to the eye and reduces visual mass, but when applied everywhere, it’s too much.
- Floor to floor height. Anything over 11’ floor-to-floor should be discouraged. We should not be doing 2 story homes on flat lots that are 35’ tall.

Policy 9A, Setbacks:

I am against changing the 40’ absolute because it can reduce impact on neighbors. I had a project on Gold Flake Terrace where the south neighbor was over their side setback and the north neighbor was fairly far away. We were able to use this allowance to better center the home between neighbors.

Waste Diversion / reduce, re-use, recycle:

I’m in favor of stepping into these waters now because it’s a very complex issue and will take time to fine tune. A word of warning with what’s happening with demo projects in Boulder: This program is mandated and works on a per-weight fee for materials exported off the site. The result is that deep pits are being dug in backyards all over Boulder and old foundations dumped in. This is not fixing the problem... its just kicking the can down the road for the next generation.

Fixing the problem means engaging with habitat for humanity, recycled materials mfr’s the landfill and others. It probably means incentivizing building with re-used materials. And there are conflicts to be resolved. A big one is windows – they are easily removed from a home to be demo’ed and are expensive for a homeowner to buy new. TOB should consider if they will exempt U-factor requirements for re-used windows. Other examples are toilets and faucets that are not water-sense compliant – are those exempted? How about light fixtures that aren’t high-efficacy?

I recommend the Commission looking to the Roaring Fork Valley for examples. Perfectly good kitchens are being ripped out because the owners are ungodly rich and don’t like the color. A cottage industry has sprung up to reclaim, warehouse and re-sell these large installations but

from what I've seen, they're barely staying in business. I believe that this is a great business opportunity and a new resource for County builders (think ADU's) but it needs government financial support. We're fine with SCRAP losing money and I don't see how this industry should be treated differently.

Please feel free to pass this along to the Planning Commission/ Council and/or put my name forward to discuss in more detail. I'm happy to contribute to making our Town a better place!"

Mike Giller, Landscape Architect/ Project Manager: "My input to the meeting:

1. I concur the setbacks should be absolute, not relative.
2. Consider better thermostatic controls for snowmelt systems and heat tape systems as a positive point.
3. Consider a means to facilitate some social community points for public art in the form of a targeted donation/fee for a positive point.
4. A bulk plane requirement can be effective at reducing overall apparent heights. I sent you a separate email with this information.

I truly appreciate the opportunity to learn about the issues and offer input.

Mike"

D.J. Schappert, Builder: "Thanks for the invite to the meeting today. You mentioned that written comments can be helpful, so I wanted to reiterate one comment I made in our discussion. As modifications are considered to the planning point system, I would encourage the staff to consider options that preserve a perception of value for the homeowner. I understand the pros and cons of utilizing landscaping for points, but this option is generally well-received by homeowners because they see a tangible benefit of accommodating code compliance. Owners building a new house today face challenges with land availability, building costs, code restrictions, etc. It would be helpful to maintain some positive talking points that might allow the owner to perceive value and the Town's objectives to be met.

Thanks for always keeping good dialogue with those of us working in the Town.

DJ"