



Planning Commission Regular Meeting

Tuesday, May 6, 2025, 5:30 PM

Town Hall Council Chambers

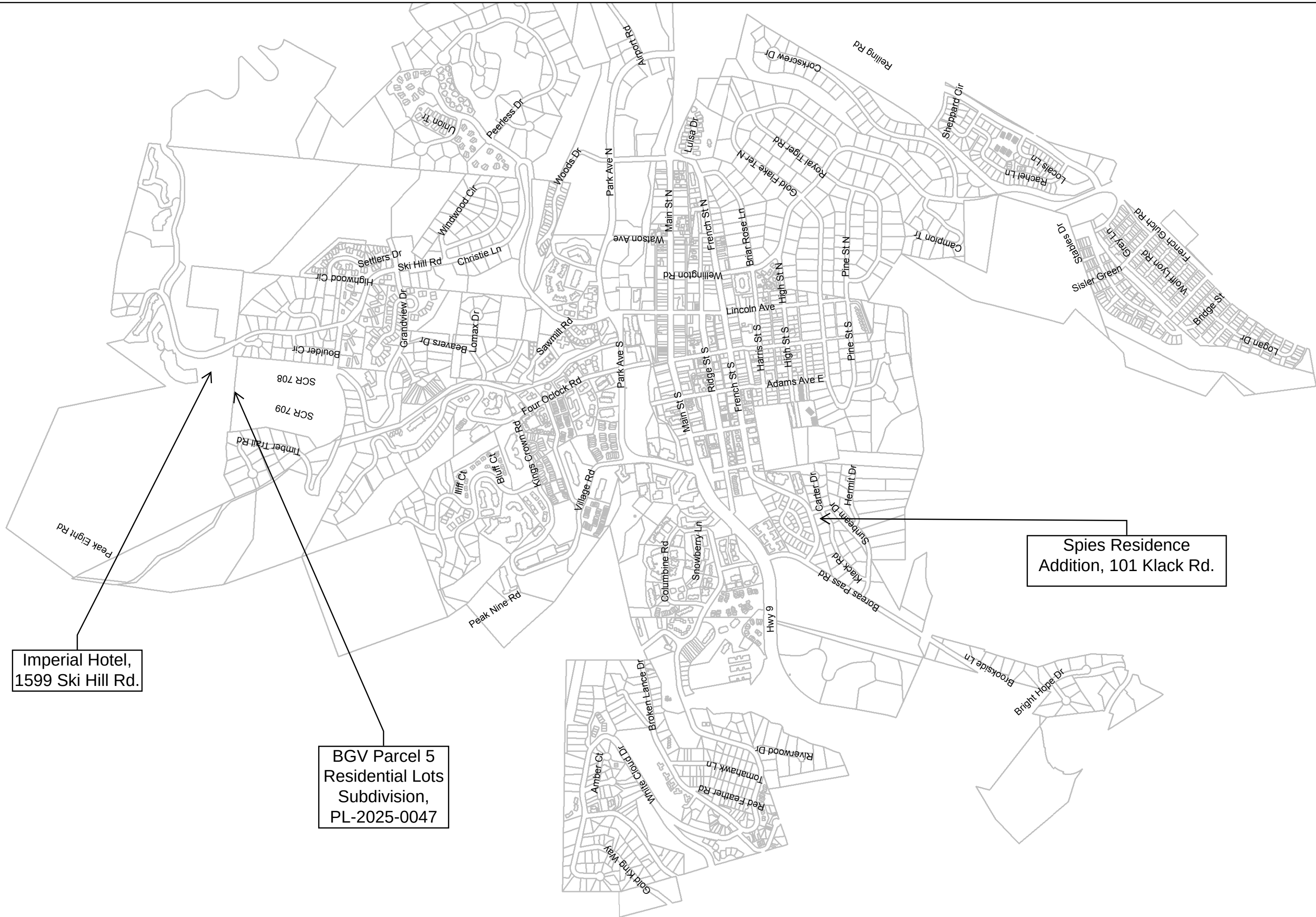
150 Ski Hill Road

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. CONSENT CALENDAR (5:40PM)**
 - A. SPIES RESIDENCE ADDITION (CC) 101 KLACK ROAD; PL-2025-0070
- IV. FINAL HEARINGS (5:45PM)**
 - A. IMPERIAL HOTEL, BGV PARCEL 4 (SVC) 1599 SKI HILL ROAD; PL-2024-0475
- V. COMBINED HEARINGS (6:15PM)**
 - A. SABOR A MICHOACAN LARGE VENDOR CART (CC) 13445 STATE HWY 9; PL-2025-0059
 - B. BGV PARCEL 5 RESIDENTIAL LOTS SUBDIVISION (SVC) LOT 5 PEAK 8 SUBDIVISION; PL-2025-0047
- VI. OTHER MATTERS (7:15PM)**
 - A. TOWN COUNCIL SUMMARY
- VII. ADJOURNMENT (7:30PM)**





Imperial Hotel,
1599 Ski Hill Rd.

BGV Parcel 5
Residential Lots
Subdivision,
PL-2025-0047

Spies Residence
Addition, 101 Klack Rd.

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	Susan Propper	

APPROVAL OF MINUTES

With no changes, the April 1, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the April 15, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments.

PRELIMINARY HEARINGS:

1. Historic Shed Reconstruction (EM), 303 N. Main Street 2A, PL-2024-0354

Ms. Muncy presented a proposal to rebuild a historic shed behind the Williams House that was removed without a permit in 2022. The following specific questions were asked of the Commission:

1. Unapproved Demolition - Does the Commission agree the historic structure should be rebuilt as close to original as possible in the same location as directed by the Development Code?
2. Does the Commission have any additional comments or questions related to regulations pertaining to unpermitted historic demolitions?
3. Final Hearing – Does the Commission find the project is ready for a final hearing?

Commissioner Questions / Comments:

Ms. Propper: No questions.

Mr. Leas: No questions.

Mr. Giller: No questions.

Ms. Gort: For the City of Boulder case study, were they required to rebuild the building to look historic? (Ms. Muncy: Yes.) Were they required to pay any fees in addition to rebuilding in Boulder? (Muncy: Yes, in relation to the City's base fine structure.) Was Breckenridge History consulted for this project? (Muncy: They are aware of this project. Since the historic structure was demolished, it is out of their purview.) (Kulick: Leading up to this, outbuildings were at the forefront of Breckenridge History's mission. Since the development code has a specific prescription of what to do when a structure is demolished we must follow that procedure. It is discouraged to ask for recommendations for quasi-judicial matters from an outside agency.) I would like to see Breckenridge History's opinion.

Lee Edwards, DRC Company, Contractor for the Applicant: We will rebuild the shed using modern building codes and veneer the outside with historic materials. We will use ¾ inch plywood as a structural material and the reclaimed siding will be placed up tight on the outside. A modern structure with historic cladding. This siding material is from French Street and is 1890s milled lumber. The casual observer will not be able to tell this wasn't originally there. We have a surveyor coming to the property to mark the previous location of the shed.

Mr. Giller: Nice work. The mock-up is helpful.

Mr. Leas: This is straightforward. No questions.

- Ms. Propper: No questions.
Mr. Smith: No questions.
Ms. Gort: Where will the roofing material be obtained? (Mr. Edwards: That will be new material).
Mr. Frechter: Will the applicant get use out of the rebuilt shed? (Mr. Edwards: Yes, and they would like to run electricity to the shed.)
Mr. Guerra: No questions.
Mr. Edwards: If you look up and down the historic district, we will be using historic construction methods you can see on Harris Street for example.

Mr. Giller:

1. I am supportive. The mockup was very helpful. Yes, I agree it should be rebuilt and this is legally consistent with what Boulder has done. This is also what should be done in the name of historic preservation.
2. Staff was reasonable in resolving this issue.
3. Yes.

Mr. Leas:

1. Yes, I am supportive of the rebuild.
2. Yes, I agree with Mr. Giller's comments. This was handled properly by staff.
3. Yes, ready for final.

Ms. Propper:

1. Yes, I agree it should be rebuilt.
2. No additional comments. I agree with how it was handled by staff.
3. Yes, ready for final.

Mr. Smith:

1. Yes, this should be rebuilt. With the examples provided today I am confident that will happen.
2. Yes.
3. Yes, ready for final.

Ms. Gort:

1. Yes, I appreciate you are using historic siding materials.
2. I do not personally agree that we should be building look-alike buildings. I think when someone tears down a historic building, the Town should be given full restitution and rebuilding a replica is not full restitution. There should possibly be fines or funds set aside to a preservation fund or community service time for destruction of the historic shed. We should look into penalties further.
3. It is ready for final because it does meet the code.

Mr. Frechter:

1. Yes, I agree with other's comments.
2. Maybe there could be an anonymous story in the Summit Daily, not featuring the owners, when this project is completed to be a cautionary tale so that others know it is not okay to demolish historic structures.
3. Yes, this is ready for final.

Mr. Guerra:

1. I appreciate Mr. Edwards taking on this work for the applicant and am confident it will look nice when complete.
2. No other comments.
3. Yes, this project is ready for final.

TOWN PROJECTS:

1. Runway Village Master Plan Town Project Hearing (AB), 51 Fraction Rd., PL-2025-0034

Ms. Brackett presented a proposal to amend the Block 11 Master Plan to allow for a new for-sale workforce housing development located in Planning Area-A (PA-A). The Master Plan proposes 148

workforce housing units, including a mix of single-family and cottage units, duplex units, and townhome units. The Planning Area-B (PA-B) of the tract will remain allocated to governmental uses, such as open space, recreation, public works storage, and snow storage.

Commissioner Questions / Comments:

- Mr. Smith: No questions.
- Ms. Gort: Thank you for addressing our previous comments. No questions.
- Mr. Frechter: No questions.
- Ms. Propper: I appreciate the response to my comments last time. Where are the bike parking locations? (Ms. Aidala: There are three, one in the middle by the park, one at the bus stop, and one where you would turn to go to school.) Note the typo on the point analysis in the motion; the final score is positive ten (+10).
- Mr. Leas: I think what you have done is more confusing with the shed setbacks. What it now says is you can put a shed in the side or rear yard. I am used to seeing requirements that say “accessory structures are to be located in the rear yard” and how that determines where accessory structures can be located. (Mr. Kulick: Looking at other areas of Town where we don’t have those rules and looking at the requirements, if you were to be so specific, over half of properties may be unable to build a shed.) Do you want to see these bump outs for sheds that are put on the house after the fact? Or do we want to discourage that? (Mr. Kulick: Staff does not consider that an issue. The future HOA may consider that separately from the Town.) I am just trying to plan for the future. (Mr. Kulick: A first assignment I had with the Town was identifying unauthorized sheds in the Wellington and bringing them into compliance. This will avoid haphazard placement but allow flexibility to have a shed. I think what we have proposed is something that will be tastefully designed. We aren’t sure how many people may opt to have a shed.) Mr. Leas: Will the side setbacks for sheds be 7.5 ft? (Ms. Brackett: No, sheds will only need to meet 3 ft side setbacks.) What I am hearing is that snow storage is a priority over making PA-B available for work force housing. I know that if the infrastructure doesn’t happen now, these will never get built, and PA-B will be vacant forever. I will not support the project going forward with that piece as snow-storage. This is a non-issue, it is someone being stubborn and wanting to keep the snow storage here. (Mr. Kulick: We will have the Housing Department and applicant address this during their portion.)
- Mr. Giller: No questions.
- Mr. Guerra: No questions.

The applicants, which included Susanne Allen-Sabo with Neighborhood Crafters, Tim Sabo with Allen-Guerra Architecture, and Lindsey Newman and Tori Aidala, both with Norris Designs, gave a presentation on the proposed neighborhood.

- Mr. Frechter: No questions.
- Ms. Gort: No questions.
- Mr. Smith: Will the public parking be signed as for guests of the neighborhood or general public parking? I am curious if it will be usable as recreational parking. (Mr. Kulick: Your previous comments on recreation parking did resonate and we recognize that it needs to be addressed in the future.)
- Ms. Propper: No questions.
- Mr. Leas: None.
- Mr. Giller: The renderings were helpful. Did you consider a render from 90 degrees within your development showing the proposed trees in the center? (Ms. Allen-Sabo: We did not because the park in the center is not fully designed yet.) (Ms. Newman: This is all still

conceptual.) (Ms. Aidala: We will be fitting trees where there is room outside of the easements and within the footprint lots.) Can Mr. Kulick speak to why there is an issue with codifying statements regarding landscaping in this plan? (Mr. Kulick: We have learned from past projects that being specific regarding landscaping at the master plan level runs into issues later with locating utilities, drainage, and field fitting on site. An example is with landscaping at Vista Verde II, where the landscaping plans did not align with the civil drawings or on-site conditions. We find it best to plan for landscaping after the other design work is completed.) What I am hearing is we may not technically be able to do so or we may not want to do so. (Mr. Kulick: The level of landscaping for this project will probably be higher than what we have previously planted and certainly we want to meet or exceed the level of landscaping on previous projects.)

The hearing was opened to public comment.

Laurie Best, Town of Breckenridge Housing Director: We have been working with the Town Council on this site for over a year now. Our first iterations did have more density but we have reached a reasonable version that the Council feels comfortable with. We heard clearly that we must respect the Public Works' wishes for what they need for the site which means leaving some snow storage on PA-B. They intend to use this location for plowing that entire stretch of workforce housing. The Housing Project Planner did analyze the cost to bring utilities to this location and the Council is not willing to consider the additional subsidy amount. We are getting some lower price points with the current amount of subsidy. Their focus is on getting the proposed number of units. The need is there for this project; we are desperate to get people out of rentals and into homeownership where they can thrive.

Mr. Lee Edwards, owner of 1800/1810 Airport Road: The plans should reflect the underground utilities that have already been put in place. It would be a waste to the taxpayer to redo those utilities. The plan should take into account the extensive landscaping that was put in place 30 years ago with Snow Alley.

There were no additional public comments and the comment period was closed.

- Mr. Giller: This is a well-crafted Mater Plan with a handsome design, especially with how Floradora flows. There is density but with a good balance with the sizes and viewsheds of the lots. I applaud the solar aspects of the homes and applaud the design team.
- Mr. Leas: I continue to be frustrated to understand the Town's priorities. In this situation we have priorities of housing, net-zero, and snow storage on PA-B. Those last two conflict with providing housing. I have heard numbers between \$40-60k per unit for net-zero or \$7.4 million across all units. I struggle to understand where the priorities are and struggle with this project. It is a nice design and will warrant a nice product and community for residents but I struggle with the Town withholding that much land from possible future workforce housing for snow storage.
- Ms. Propper: I am pleased with the project. I wish it were providing more units, but it is very nicely done.
- Mr. Smith: Great neighborhood design with coveted riverfront views.
- Ms. Gort: I think this is an excellent project. I wish I could grow up in a neighborhood like this. This is a good balance for all types of units. There are challenges with snow storage and access but we must balance those concerns with the needs of housing.
- Mr. Frechter: I encourage not having fences in front of homes. Where homes have fences in front yards in Wellington it closes off the green and is anti-social for families and playing children. I would encourage expanding guest parking where Floradora curves at the north. Guest parking could be open during the day to the public but overnight parking

only for guests of residents. Free parking that is moving to McCain, the Town and Vail Resorts will need an extensive communication plan when that parking moves. I concur with Mr. Leas on the significant additional costs of net zero, could the Town relaxing those requirements alleviate the cost of the subsidy and allow for more units?

Mr. Guerra: Respectfully, except for Commissioner comments regarding PA-B, I agree with my fellow Commissioners and think this is a nice design.

Mr. Giller made a motion to recommend approval of the Runway Village Master Plan to Town Council, seconded by Mr. Frechter. The motion passed 6 to 1.

OTHER MATTERS:

1. Town Council Summary
2. Class D Majors Q1 2025 (Memo Only)
3. Class C Subdivisions Q1 2025 (Memo Only)

ADJOURNMENT:

The meeting was adjourned at 7:09 pm.

Ethan Guerra, Chair



Class C Major Single Family Development Review Staff Report

Project Title:	Spies Residence Addition	
Proposal:	The applicant proposes a 1,352 sq. ft. addition to an existing 3,908 sq. ft. single family residence with four (4) bedrooms, five (5) bathrooms, and a two car garage. The proposal includes one bedroom, two bathrooms, a new great room, new front entry and deck, a new rear deck and an expanded garage with additional storage. Additionally, this proposal includes one new fireplace for a total of three gas-connected fireplaces, one new gas-connected exterior grill, and a hot tub.	
PC#:	PL-2025-0070	
Project Manager:	Clif Cross, Planner II	
PC Meeting Date:	May 6, 2025	
Preapplication Meeting Date (REQUIRED):	November 5, 2024	Chris Kulick
Date of Report:	May 1, 2025	
Property Owner:	Spies Family Revocable Trust; Lisa and Brad Spies	
Agent:	Brett Confer, B.Confer Architecture	
Proposed Use:	Single Family Residence	
Address:	101 Klack Road	
Legal Description:	Lot 1, Sunbeam Estates	
Area of Site in Square Feet:	13,128 sq. ft.	0.30 acres
Existing Site Conditions:	The rectangular shaped lot is bordered by Klack Road, Sunbeam Drive, French Street, and one adjacent residential parcel to the south. The lot is covered with mature tree growth and shrubs, but does not feature a Building or Disturbance Envelope. The existing single-family residence, built in 2000, contains four (4) bedrooms and five (5) bathrooms. It is a three level residence with 3,329 sq. ft. of living space and a two car garage with 579 sq. ft. of density. The residence features primarily horizontal siding, rock wainscoting, and an asphalt shingle roof.	
Area of building:	Proposed Square Footage	Existing Square Footage
Lower Level:	1,536 sq. ft.	921 sq. ft.
Main Level:	1,937 sq. ft.	1,430 sq. ft.
Upper Level:	978 sq. ft.	978 sq. ft.
Total Density:	4,451 sq. ft.	3,329 sq. ft.
Garage:	809 sq. ft.	579 sq. ft.
Total:	5,260 sq. ft.	3,908 sq. ft.
<i>Addition Square Footage:</i>	1,352 sq. ft.	
<i>New Below Ground Square Footage</i>	425 sq. ft.	
<i>New Above Ground Square Footage</i>	4,835 sq. ft.	
Code Policies (Policy #)		
Land Use District (2A/2R):	26	
Density (3A/3R):	Unlimited	
Above Ground Density (3/A):	Allowed: 4876 sq. ft. *	Proposed: 4,835 sq. ft.

F.A.R.	1:3.00 FAR	
	* Includes 500 sq. ft. of additional square footage allowed per 9-1-19-3A(I)(3)	
	Proposed	Existing
No. of Main Residence Bedrooms:	5 bedrooms	4 bedrooms
No. of Main Residence Bathrooms:	7.0 bathrooms	5.0 bathrooms
Height (6A/6R):	28.4 feet overall	
*Max height of 35' for single family outside Conservation District <u>unless</u> otherwise stated on the recorded plat.		
Lot Coverage/Open Space (21R):		
Drip line of Building/Non-Permeable Sq. Ft.:	2,345 sq. ft.	17.86%
Hard Surface/Non-Permeable Sq. Ft.:	1,460 sq. ft.	11.12%
Open Space / Permeable:	9,323 sq. ft.	71.02%
Snowstack (13A/13R):		
Required Square Footage:	365 sq. ft.	25% of paved surfaces is required
Proposed Square Footage:	400 sq. ft.	(27.40% of paved surfaces)
Outdoor Heated Space (33A/33R):		
	NO	
Parking (18A/18/R):		
Required:	4 spaces	
Proposed:	6 spaces	
Fireplaces (30A/30R):		
Number of Gas Fired:	3 Gas Fired	
	The residence has two (2) existing gas-connected fireplaces. The applicant proposes one (1) additional gas-connected fireplace. Staff finds the residence will have met the maximum allowed of three (3) gas fireplaces and no additional gas-connected fireplaces or firepits are allowed.	
Building/Disturbance Envelope?	None	
Setbacks (9A/9R):		
The residence is boarded by three (3) rights-of-way which create difficulty when determining the front of the parcel for setbacks. Based on precedent and literary resources, the sides of the property abutting a right of way must be distinguished as a front setback. Each front setback is required to be 25'.		
	Required:	Proposed:
	North Setback: (25' Required)	40.5' Proposed: Side Yard Setback
	East Setback: (25' Required)	25.8' Proposed: Front Yard Setback
	West Setback: (15' Required)	16.5' Proposed: Rear Yard Setback
	South Setback: (15' Required)	15' Proposed: Side Yard Setback*
	* Staff finds the existing wall plane on the southern elevation of the residence was constructed at the side setback of 15'. Thus, a portion of the overhang/soffit does encroach into the required side setback. Staff finds proposed addition does not further encroach into the required setback and does not increase the nonconformity by furthering the encroachment.	
Architectural Compatibility (5/A & 5/R):	The proposed architecture and finishes match the existing home and that of the other homes in the neighborhood.	

Exterior Materials and Colors:	Roofing: Metal - Western States, Standing Seam - color "Matte Black" Roofing: Shingle - GAF Timberline HD - color "Pewter Grey" Trim/Soffit/Beams: Cabot - Semi-transparent - color "Linen" Windows and Doors: New Weather Shield - Contemporary - color "Jet Black" Horizontal Siding: Montana Timber Cedar - Ship lap - 1/4" reveal - color "Aquifer Shale" Accent Siding: Metal - Western States Metal - 7/8" corrugated - color "Charcoal Grey" Accent Metal: Fascia/Garage Doors/Guardrails to match metal siding Base: Gallegos Stone - "Granite Square and Rectangles"	
Landscaping (22A/22R): Staff finds that sufficient landscaping exists to effectively enhance the natural aesthetic of the property and to provide screening/buffering between the right-of-way and the neighboring lots. The applicant proposes to remove 24 trees with the remodel and addition of the residence. Although the proposed number of trees to be removed is sizeable, staff believes the property still retains a majority of the mature tree stand existing on the site. Additionally, the proposed removal accounts for some aspects of defensible space.		
Planting Type	Quantity	Size
Aspen	6	3" caliper, groups of 3, 50% multistem
Native Shrubs	20	5 gallon
Defensible Space (22A):	Complies	
Drainage (27A/27R):	Positive drainage away from the residence is proposed.	
Driveway Slope:	7.00%	
Point Analysis (Sec. 9-1-17-3):	This application has met all Absolute Policies. Staff has not awarded nor deducted any points for this proposal.	
Staff Action:	Staff approves the Spies Residence Addition, PL-2025-0070, Lot 1, Sunbeam Estates, with a passing point analysis of zero (0) points, located at 101 Klack Drive, with the attached Findings and Conditions.	
Additional Findings and Conditions of Approval:	Findings: 6.Staff finds the property is eligible for additional square footage per 9-1-19-3A(I)(3) which allows for an additional 500 square feet of above ground density for the residence since the property is limited by the chart in 9-1-19-3A(I)(1). Staff confirms the property has meet all criteria to become eligible. 7.Staff finds the residence has two (2) existing gas-connected fireplaces. The applicant proposes one (1) additional gas-connected fireplace. The residence will have met the maximum number allowed of three (3) gas fireplaces per Policy 33A and no additional gas-connected fireplaces or firepits are allowed on the property. 8.Staff finds the existing wall plane on the southern elevation of the residence was constructed at the side setback of 15'. Thus, a portion of the overhang/soffit does encroach into the required side setback. Staff finds proposed addition does not further encroach into the required setback and does not increase the nonconformity by furthering the encroachment.	

TOWN OF BRECKENRIDGE

Spies Residence Addition
Lot 1, Sunbeam Estates Subdivision
101 Klack Road
PL-2025-0070

STAFF RECOMMENDATION: Staff has approved this application with the following Findings and Conditions and recommends the Planning Commission uphold this decision.

FINDINGS

1. The project is in accord with the Development Code and does not propose a prohibited use.
2. The project will not have 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 **May 1, 2025**, and findings made by the Planning Commission with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on **May 6, 2025** as to the nature of the project. In addition to Commission minutes, the audio of the meetings of the Commission are recorded.
6. **Staff finds the property is eligible for additional square footage per 9-1-19-3A(I)(3) which allows for an additional 500 square feet of above ground density for the residence since the property is limited by the chart in 9-1-19-3A(I)(1). Staff confirms the property has meet all criteria to become eligible.**
7. **Staff finds the residence has two (2) existing gas-connected fireplaces. The applicant proposes one (1) additional gas-connected fireplace. The residence will have met the maximum number allowed of three (3) gas fireplaces per Policy 33A and no additional gas-connected fireplaces or firepits are allowed on the property.**
8. **Staff finds the existing wall plane on the southern elevation of the residence was constructed at the side setback of 15'. Thus, a portion of the overhang/soffit does encroach into the required side setback. Staff finds proposed addition does not further encroach into the required setback and does not increase the nonconformity by furthering the encroachment.**

CONDITIONS

1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
2. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop order requiring the cessation of work, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.
3. This permit expires eighteen (18) months from date of issuance, on **November 13, 2026**, unless a building permit has been issued and substantial construction pursuant thereto has taken place. In addition, if this permit is not signed and returned to the Town within 30 days from the permit mailing date, the duration of the permit shall be 18 months, but without the benefit of any vested property right.

4. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.
5. 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. 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.
7. At the point where the driveway opening ties into the road, the driveway shall continue for five feet at the same cross slope grade as the road before sloping to the residence. This is to prevent snowplow equipment from damaging the new driveway pavement.
8. Applicant shall field locate utility service lines to avoid existing trees.
9. An improvement location certificate of the height of the top of the foundation wall and the height of the building's ridge must be submitted and approved by the Town during the various phases of construction. The final building height shall not exceed 35' at any location.
10. All hazardous materials used in construction of the improvements authorized by this permit shall be disposed of properly off site.

PRIOR TO ISSUANCE OF BUILDING PERMIT

11. Applicant shall submit proof of ownership of the project site.
12. Applicant shall submit and obtain approval from the Town Engineer of final drainage, grading, utility, and erosion control plans.
13. 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.
14. 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.
15. Applicant shall identify all existing trees, which 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.
16. 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.
17. **Applicant shall submit and obtain approval from the Town of a construction staging plan indicating construction fencing installed at the disturbance envelope boundary, 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 in 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.

18. The public access to the lot shall have an all weather surface, drainage facilities, and all utilities installed acceptable to Town Engineer. Fire protection shall be available to the building site by extension of the Town's water system, including hydrants, prior to any construction with wood. In the event the water system is installed, but not functional, the Fire Marshall may allow wood construction with temporary facilities, subject to approval.
19. **Applicant shall submit and obtain approval from Town staff of a cut sheet detail for all exterior lighting 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 a white 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.**
20. Applicant shall submit to and obtain approval from the Department of Community Development a defensible space plan showing trees proposed for removal and the approximate location of new landscaping, including species and size. Applicant shall meet with Community Development Department staff on the Applicant's property to mark trees for removal and review proposed new landscaping to meet the requirements of Policy 22 (Absolute) Landscaping, for the purpose of creating defensible space.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

21. Applicant shall revegetate all disturbed areas with a minimum of 2 inches topsoil, seed and mulch.
22. Applicant shall remove leaf clutter, dead branches and dead standing trees 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 the ground.
23. Applicant shall remove all vegetation and combustible material from under all eaves and decks.
24. Applicant shall create defensible space around all structures as required in Policy 22 (Absolute) Landscaping.
25. Applicant shall paint all garage doors, metal flashing, vents, flues, rooftop mechanical equipment, meters, and utility boxes on the building a flat, dark color or to match the building color.
26. Applicant shall screen all utilities.
27. **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 a white color not exceeding 3,000 kelvins. Exterior residential lighting shall not exceed 15 feet in height from finished grade or 7 feet 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.**
28. 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.

29. 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 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. A Stop Work Order may not be released until a modification to the permit is reviewed and approved by the Town. Based upon the magnitude of the modification, another hearing before the Planning Commission may be required.
30. 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 can not 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.**
31. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.
32. **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.**
33. 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.***

(Initial Here)

GENERAL NOTES:

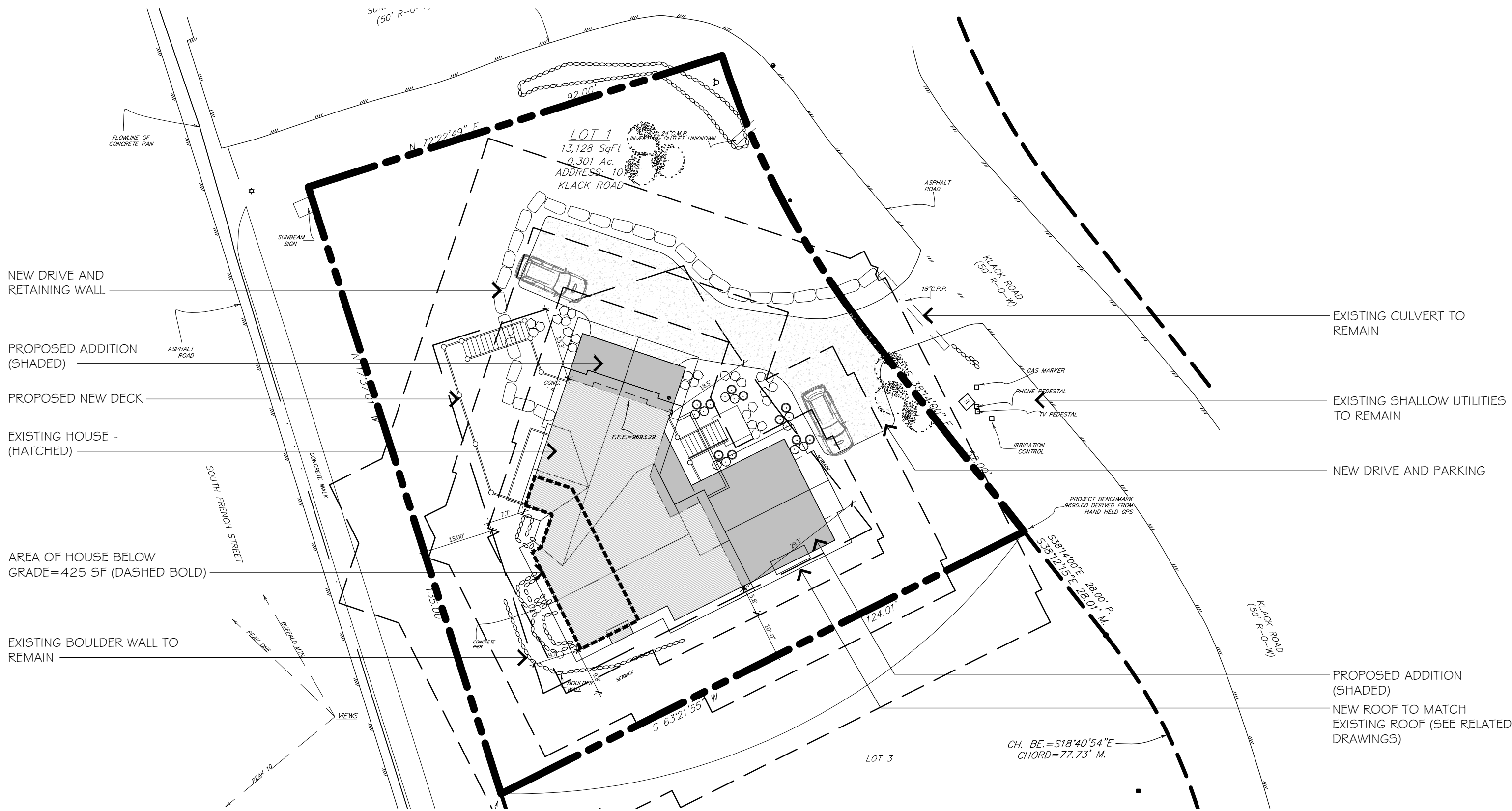
- 1) ALL DRAWN AND WRITTEN DESIGNS SHOWN IN THESE DRAWINGS SHALL NOT BE USED, DUPLICATED, OR REPRODUCED WITHOUT THE ARCHITECT'S WRITTEN CONSENT.
- 2) THIS PROJECT IS GOVERNED BY THE INTERNATIONAL RESIDENTIAL CODE, AS ADOPTED BY THE TOWN OF BRECKENRIDGE, COLORADO. IN ADDITION, A HOME ENERGY RATING CERTIFICATE TO BE PROVIDED-SEE PROJECTED REPORT. THE DEVELOPMENT APPLICATION # IS PL-2025-00000. CODE COMPLIANCE IS MANDATORY. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR SATISFYING ALL APPLICABLE CODES AND OBTAINING ALL PERMITS AND REQUIRED APPROVALS.
- 3) WRITTEN DIMENSIONS ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS. PLAN DIMENSIONS ARE TO THE FACE OF FRAMING MEMBERS, FACE OF WOOD FURRING OR FACE OF CONCRETE WALLS UNLESS OTHERWISE NOTED. SECTION OR ELEVATION DIMENSIONS ARE TO TOP OF CONCRETE, TOP OF PLYWOOD, OR TOP OF WALL PLATES OR BEAMS UNLESS OTHERWISE NOTED.
- 4) THE GENERAL CONTRACTOR SHALL THOROUGHLY REVIEW THE WORK AND NOTIFY THE ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES FOUND IN THESE DRAWINGS FOR INTERPRETATION AND/OR CLARIFICATION.

- 5) CHANGES FROM THE PLANS OR SPECIFICATIONS MADE WITHOUT CONSENT OF THE ARCHITECT ARE UNAUTHORIZED AND SHALL RELIEVE THE ARCHITECT OF RESPONSIBILITY FOR ANY AND ALL CONSEQUENCES RESULTING FROM SUCH CHANGES. ANY ITEMS DESCRIBED THAT IMPACT PROJECT BUDGET OR TIME SHALL BE REQUESTED FROM THE CONTRACTOR VIA A WRITTEN CHANGE ORDER.
- 6) THE GENERAL CONTRACTOR AND EACH SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, SUPPLIES, EQUIPMENT, ETC., TO OBTAIN A COMPLETE JOB WITHIN THE RECOGNIZED STANDARDS OF THE INDUSTRY.
- 7) SUBSTITUTION OF "EQUAL" PRODUCTS WILL BE ACCEPTABLE WITH ARCHITECT'S WRITTEN APPROVAL.
- 8) THE GENERAL CONTRACTOR SHALL PROVIDE FOR THE SAFETY, CARE OF UTILITIES AND ADJACENT PROPERTIES DURING CONSTRUCTION, AND SHALL COMPLY WITH STATE AND FEDERAL SAFETY REGULATIONS.

- 9) THE GENERAL CONTRACTOR SHALL NOT POUR ANY CONCRETE UNTIL APPROVAL IS OBTAINED FROM SOILS ENGINEER FOR EXCAVATION AND INSPECTION OF THE SUBSURFACE CONDITIONS.
- 10) THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL FIELD COORDINATE AND OBTAIN APPROVAL FROM ARCHITECT/ENGINEER BEFORE ANY CUTTING, NOTCHING OR DRILLING OF ANY CAST-IN-PLACE CONCRETE, STEEL FRAMING, OR ANY OTHER STRUCTURAL ELEMENTS WHICH MAY AFFECT THE STRUCTURAL INTEGRITY OF THE BUILDING.
- 11) DUE TO THE HIGH ALPINE ENVIRONMENT HARSH WINTER CONDITIONS EXIST. ROOF AND DECK SURFACES MUST BE MAINTAINED REASONABLY FREE OF ICE AND SNOW TO ENSURE MINIMAL PROBLEMS WITH THESE SURFACES. ALL ROOFING, ROOFING MEMBRANES, AND WATERPROOFING SHALL BE APPROVED IN WRITING BY PRODUCT MANUFACTURER, PRIOR TO PROCEEDING WITH ANY WORK.
- 12) THIS PROJECT INCLUDES REMODELING OF CONDITIONS THAT ARE DIFFICULT TO DETERMINE WITHOUT UNDUE DAMAGE TO THE EXISTING STRUCTURE AND BUILDING FABRIC. THE OWNER IS ADVISED THAT ADJUSTMENTS TO THE CONTRACT DOCUMENTS AND CONTRACT SUM MAY BE REQUIRED.



VIEW FROM KLACK ROAD



OVERALL PLOT PLAN

SCALE: 1"=20'-0"

AREA CALCULATIONS:

EXISTING HOUSE	FINISHED	UNFINISHED	TOTAL
LOWER	921'	579'	1500'
MAIN	1430'	0	1430'
UPPER	978'	0	978'
TOTAL	3329'	579'	3908'

PROPOSED ADDITION	FINISHED	UNFINISHED	TOTAL
LOWER	615'	230'	845'
MAIN	507'	0'	507'
UPPR	0'	0'	0'
TOTAL	1122'	230'	1352'

GROSS SF	FINISHED	UNFINISHED	TOTAL
LOWER	1536'	809'	2345'
MAIN	1937'	0'	1937'
UPPR	978'	0'	978'
TOTAL	4451'	809'	5260'

NOTE: SQUARE FOOTAGES ARE CALCULATED TO OUTSIDE OF WALL FOR CODE PURPOSES ONLY AND SHOULD BE RECALCULATED FOR ANY OTHER PURPOSES.

PLANNING CALCULATIONS:

	LOT SIZE (SF)	FAR	AREA ABOVE GROUND ALLOWED
LOT DENSITY	13.128'	1:3	4376'
BONUS SF SECTION-9-1-19-3A-(1)-(3)			500'
			4,876'

	PROPOSED HOUSE	PROPOSED SF MINUS BELOW GRADE SF
LOWER	2345'	(2345'-425')=1920'
MAIN	1937'	1937'
UPPER	978'	978'
TOTAL	5260'	4835'

NOTE: AS PER SECTION 9.1.19.3A-1. FOR ANY DEVELOPMENT PERMIT APPLICATION SUBMITTED ON OR AFTER NOVEMBER 11, 2009, THE MAXIMUM ABOVEGROUND SQUARE FOOTAGE OF A SINGLE-FAMILY OR DUPLEX STRUCTURE LOCATED ON A LOT, TRACT OR PARCEL WITHOUT A PLATTED BUILDING OR DISTURBANCE ENVELOPE SHALL BE THE LESSER OF: 7000 SF OR A 1:3 FAR.

INDEX:

OWNER:

LISA AND BRAD SPIES
101 KLACK ROAD
BRECKENRIDGE, CO 80498

ARCHITECT:

b.Conferarchitecture
BRETT A. CONFER
230 EAST RABBIT COURT
SILVERTHORNE, CO, 80498
970.389.7981 CELL
bCONFER@COMCAST.NET

CONTRACTOR:

MATHISON CUSTOM BUILDERS, INC
TONY MATHISON
PO BOX 8830
BRECKENRIDGE, CO 80424
970.485.5912-CELL
TONY@MATHISONCUSTOMBUILDERS.COM

STRUCT'L ENGINEER:

tbd

INTERIOR DESIGNER:

tbd

SURVEYOR:

RANGE WEST INC.
BOB JOHNS
101 W MAIN STREET STE 200
FRISCO, CO 80443
970.468.6281

LEGAL DESCRIPTION:

LOT 1, SUNBEAM ESTATES SUBDIVISION, FILING NO. 1
TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO

SHEET INDEX:

T1.0	GENERAL NOTES/EXISTING PLOT PLAN
SP1.0	SITE PLAN
A1.0	EXISTING FLOOR PLANS
A1.1	PROPOSED LOWER LEVEL FLOOR PLAN
A1.2	PROPOSED MAIN LEVEL FLOOR PLAN
A1.3	PROPOSED UPPER LEVEL FLOOR PLAN
A1.4	PROPOSED ROOF PLAN
A2.0	EXISTING ELEVATIONS
A2.1	IMAGE/MATERIAL COLOR BOARD
A2.2	PROPOSED ELEVATIONS
A2.3	PROPOSED ELEVATIONS
A2.4	PROPOSED IMAGES

REVISIONS:

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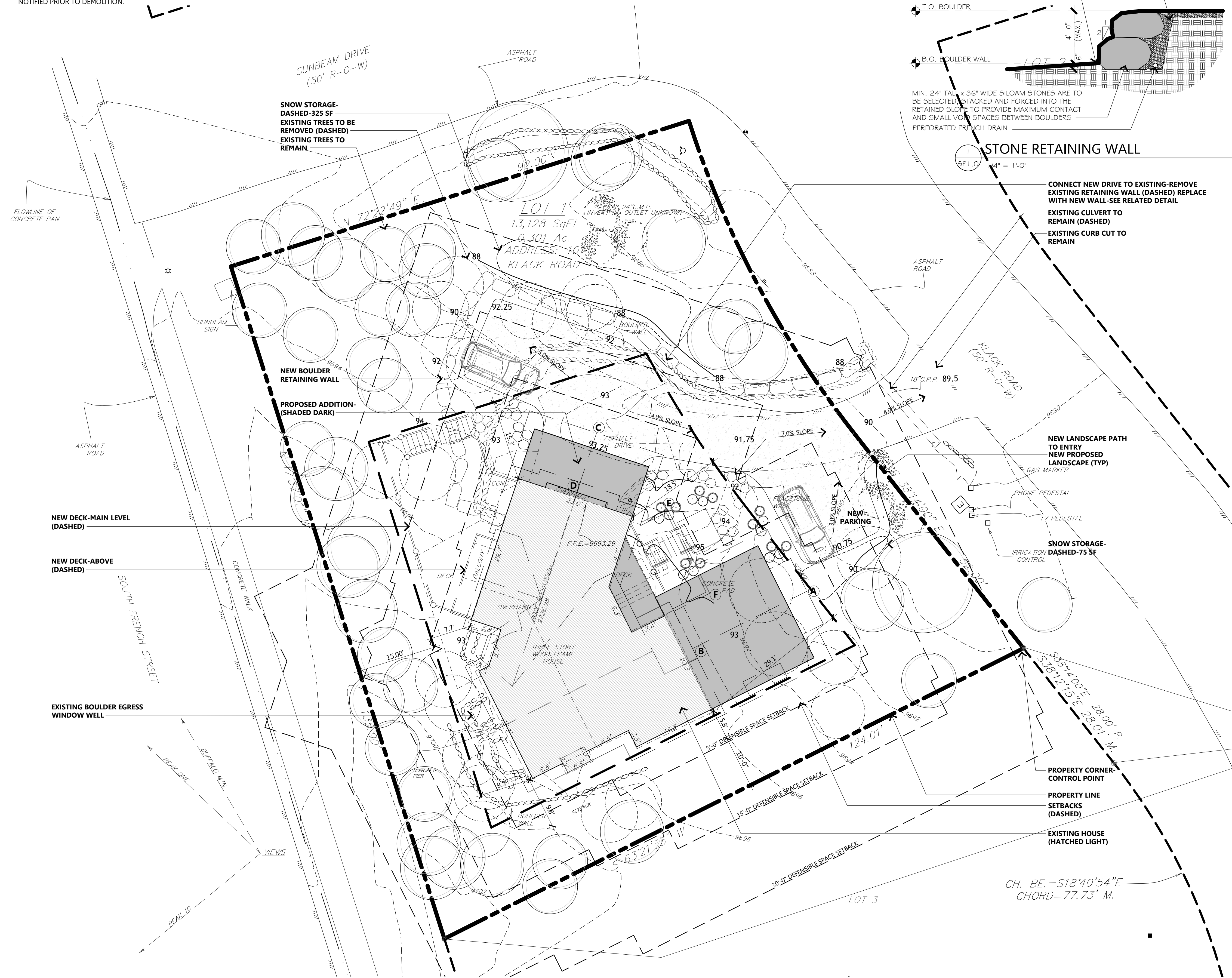
JOB NUMBER: 2304
SHEET NUMBER:

T1.0

OF: 12

GENERAL DEMOLITION NOTES:

1. THE EXISTING HOUSE TO REMAIN. SEE ADDITIONAL DRAWINGS FOR EXTENT OF DEMOLITION.
2. ALL EXISTING UTILITIES TO BE LOCATED AND APPROPRIATE ENTITIES NOTIFIED PRIOR TO DEMOLITION.



SITE/LANDSCAPE PLAN

SCALE: 1"=10'-0"

PLAN LEGEND:

EXISTING MINOR CONTOUR	---
EXISTING MAJOR CONTOUR	---
PROPOSED CONTOUR	---
DRAINAGE ARROW	←
SPOT GRADE	+9772
	BOULDER WALL
	STONE PATH
	RIDGE HEIGHT POINT
	SNOW STORAGE

BUILDING HEIGHT:

POINT	NAT. GRADE ELEVATION	FINISHED GRADE ELEVATION	MEASURED FROM	ROOF ELEVATION	CALCULATIONS (RIDGE-GRADE)	HEIGHT
A	9691.5'	9691.5'	NATURAL GRADE	26.60'	9719.89'-9691.5'	28.39'
B	9696'	9696'	WITHIN FOOTPRINT	26.60'	9719.89'-9696'	23.89'
C	9691.5'	9691.5'	NATURAL GRADE	16.30'	9710.09'-9691.5'	18.59'
D	9694'	9694'	WITHIN FOOTPRINT	16.30'	9710.09'-9694'	16.09'
E	9695'	9695'	NATURAL GRADE	20.85'	9714.14'-9694'	20.14'
F	9695'	9695'	NATURAL GRADE	20.85'	9714.14'-9694'	20.14'

NOTE: PROPOSED RIDGE HEIGHTS SHOWN
EXISTING RIDGE HEIGHTS TO REMAIN

BUILDING INFORMATION:

BASE DATUM (ARCHITECTURAL 100'-0"=9693.79')
(EXISTING GARAGE LEVEL 99'-6"=USGS 9693.29')

MAXIMUM ALLOWED BUILDING HEIGHT IS 35'-0". PER THE TOWN OF BRECKENRIDGE.
BUILDING HEIGHT WILL BE 35'-0" AS MEASURED FROM THE EXISTING GRADE TO THE HIGHEST ROOF DIRECTLY ABOVE. THE RIDGE HEIGHTS ARE DESIGNED ACCORDINGLY.

MEASUREMENTS ARE DERIVED FROM NATURAL GRADE DIRECTLY BELOW RIDGE POINT PER SITE PLAN WHICH IS MORE RESTRICTIVE THAN THE FINISHED GRADE.

PROJECT IS ZONED BRECKENRIDGE (SUN BEAM ESTATES)
LAND USE DISTRICT 28

FLOOD ZONE-AE-NO FLOOD HAZARD PER FEMA MAPPING

FIRE HAZARD MITIGATION-CONTRACTOR TO SCHEDULE AN ON-SITE REVIEW OF DEFENSIBLE SPACE WITH LOCAL FIRE DEPARTMENT

LOT COVERAGE:

LOT SIZE- .301 ACRES	13,128 SF	100%
LOT COVERAGE		
HOUSE/GARAGE (EXISTING)	1500 SF	
HOUSE/GARAGE (PROPOSED)	845 SF	
DRIVE (PROPOSED)	1460 SF	
TOTAL	3805 SF	29%
TOTAL OPEN SPACE	9323 SF	71%

SNOW STACK:

HARDSCAPE (PAVING-ASPHALT DRIVE)	1460 SF
REQUIRED SNOWSTACK	X25%=365 SF
TOTAL SNOWSTACK PROVIDED	400 SF

SITE/LANDSCAPE NOTES:

1. CONTRACTOR AND SURVEYOR ARE TO CONFIRM ALL PROPERTY BOUNDARIES AND SETBACKS PRIOR TO CONSTRUCTION AND TO STAKE HOUSE AND DRIVE FOR FOR OWNER, ARCHITECT AND DESIGN REVIEW PRIOR TO ANY WORK.
2. CONTRACTOR TO VERIFY ALL EXISTING UTILITY LOCATIONS AND COORDINATE ROUTING AND METERS WITH UTILITY COMPANIES. ALL UTILITIES TO BE UNDERGROUND WITH ELECTRIC, GAS, PHONE AND T.V. IN A COMMON TRENCH.
3. PROVIDE DRAINAGE SWALES AS REQUIRED TO ALLOW POSITIVE DRAINAGE AWAY FROM BUILDING PERIMETER. REFER TO RELATED DRAWINGS FOR FINISH GRADES.
4. PROTECT ALL TREES AS NOTED, FLAG ALL TREES TO BE CUT AND STACK CUT TREES IN 8 FOOT LENGTHS, REMOVE ALL SLASH AND STUMPS.
5. ALL LANDSCAPE TO BE INSTALLED PER TOWN OF BRECKENRIDGE AND DRB GUIDELINES. OWNER TO CONSULT WITH A QUALIFIED LANDSCAPE PROFESSIONAL PRIOR TO INSTALLATION.
6. PROVIDE RE-VEGETATION PER TOWN OF BRECKENRIDGE AND DRB REQUIREMENTS. OWNER TO CONSULT WITH A QUALIFIED LANDSCAPE PROFESSIONAL PRIOR TO CONSTRUCTION.
7. ALL NEW LANDSCAPING TO BE IRRIGATED WITH DRIP IRRIGATION SYSTEM. PROVIDE SUBMITTAL.

PLANTING LIST:

KEY	COMMON	BOTANICAL	NO.	SIZE
EXISTING TREES				
	EXISTING	VARIES -	+75	SEE SITE PLAN
EXISTING TREES TO BE REMOVED AND/OR TRANSPLANTED				
	VARIES -	NONE -	24	SEE SITE PLAN
PROPOSED TREES				
	BLUE SPRUCE	PICEA PUNGENS OR PICEA ENGELMANNI	0	6' TO 8' TALL
	BLUE SPRUCE	PICEA PUNGENS OR PICEA ENGELMANNI	0	8' TO 10' TALL
	ASPEN	POPULUS TREMULOIDES	6	3" CAL (GROUPS OF 3) 50 % MULTI-STEM
PROPOSED SHRUBS				
	YELLOW CURRANT	RIBES AUREUM	10	5 GAL
	HONEYSUCKLE	LONICERA INVOLURATE	10	5 GAL
	NATIVE GROUND COVER AND PERENNIALS	PROVIDE SUBMITTAL	-	REVEGETATE ALL DISTURBED AREAS

REVISIONS:



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NOTES:

GENERAL DEMOLITION NOTES:

- 1. HATCHING INDICATES EXTENT OF WALLS, DOORS, COUNTERS, PLUMBING, ETC. TO BE REMOVED. ANY ELECTRICAL OR PLUMBING @ THESE AREAS TO BE REMOVED, CAPPED, MODIFIED AND/OR RELOCATED AS REQUIRED.
- 2. ALL EXISTING LIGHTS TO BE REMOVED AND REUSED OR REPLACED COORDINATE WITH OWNER.
- 3. ALL EXISTING J-BOXES @ CEILING TO REMAIN. ANY THAT ARE NOT PRESENTLY OR PROPOSED FOR USE TO BE COVERED WITH A BLANK PLATE.
- 4. ALL EXISTING ELECTRICAL OUTLETS TO REMAIN UNLESS NOTED OTHERWISE, VERIFY W/ OWNER.
- 5. ALL EXISTING CEILINGS TO REMAIN. PATCH & REPAIR AS REQUIRED TO RECEIVE NEW FINISH AND PAINT.
- 6. ALL EXISTING WALL MOUNTED LIGHT SWITCHES TO REMAIN. ANY THAT ARE NOT PRESENTLY OR PROPOSED FOR USE TO BE COVERED WITH A BLANK PLATE. SWITCHES FOR EXISTING LIGHTS MAY BE RELOCATED (VERIFY W/ OWNER)
- 7. PATCH & REPAIR EXISTING WALLS (INTERIOR & EXTERIOR) TO REMAIN AS REQUIRED TO RECEIVE NEW FINISH.
- 8. EXTERIOR SIDING AND 2X WALLS TO BE RECYCLED AND REUSED (VERIFY W/ OWNER)
- 9. ALL EXISTING WINDOWS TO REMAIN AND/OR BE REUSED IN NEW ADDITION, ALL EXISTING WINDOW COVERINGS TO BE REMOVED.
- 10. ALL EXISTING BASE TRIM ALONG INTERIOR WALLS TO BE REMOVED. WOOD TRIM @ EXTERIOR DOORS & WINDOWS TO BE REMOVED.
- 11. COORDINATE AND LOCATE EXISTING HEAT ZONES AND CONNECT NEW HEAT ZONE TO EXISTING AS REQUIRED.

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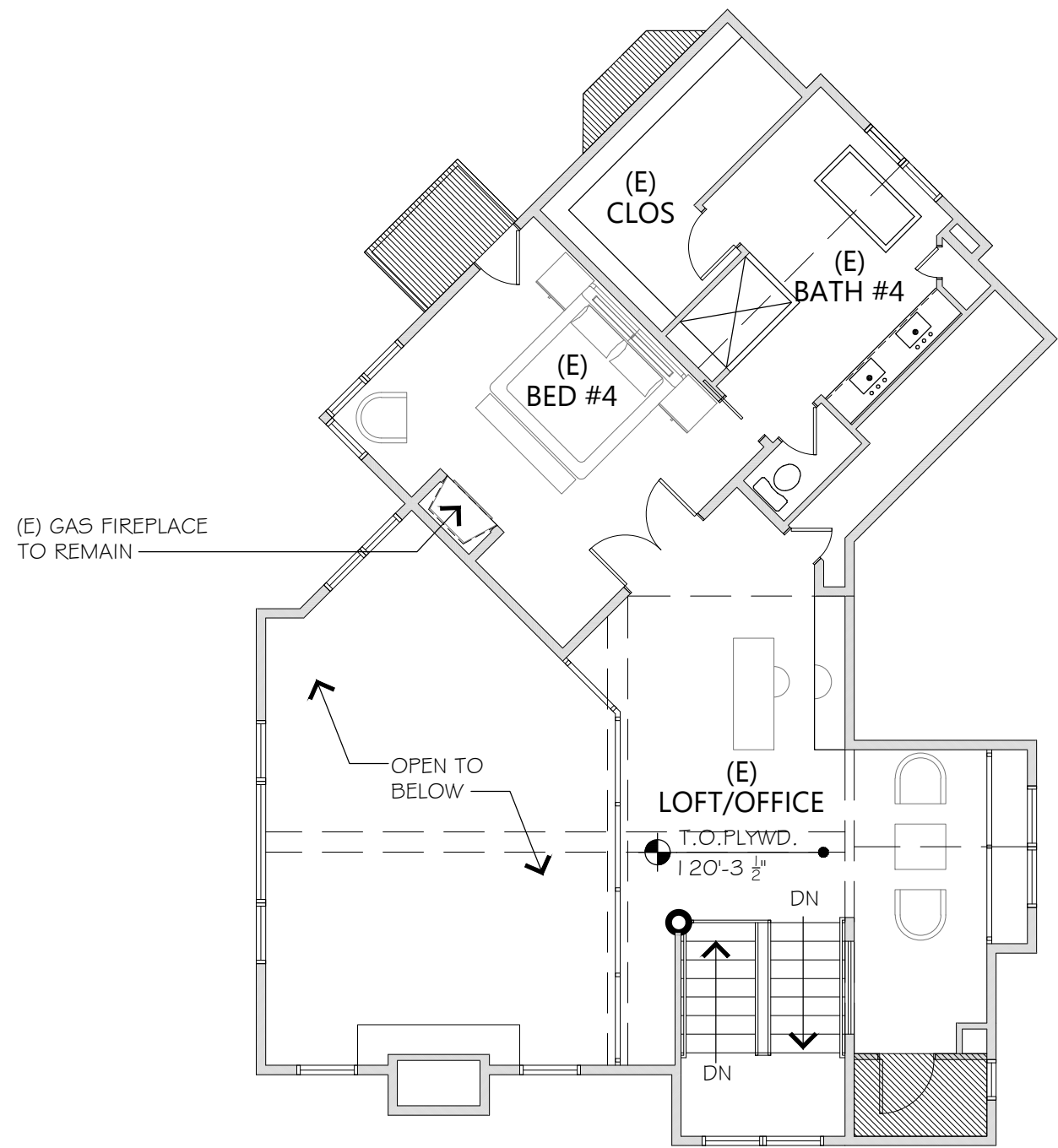
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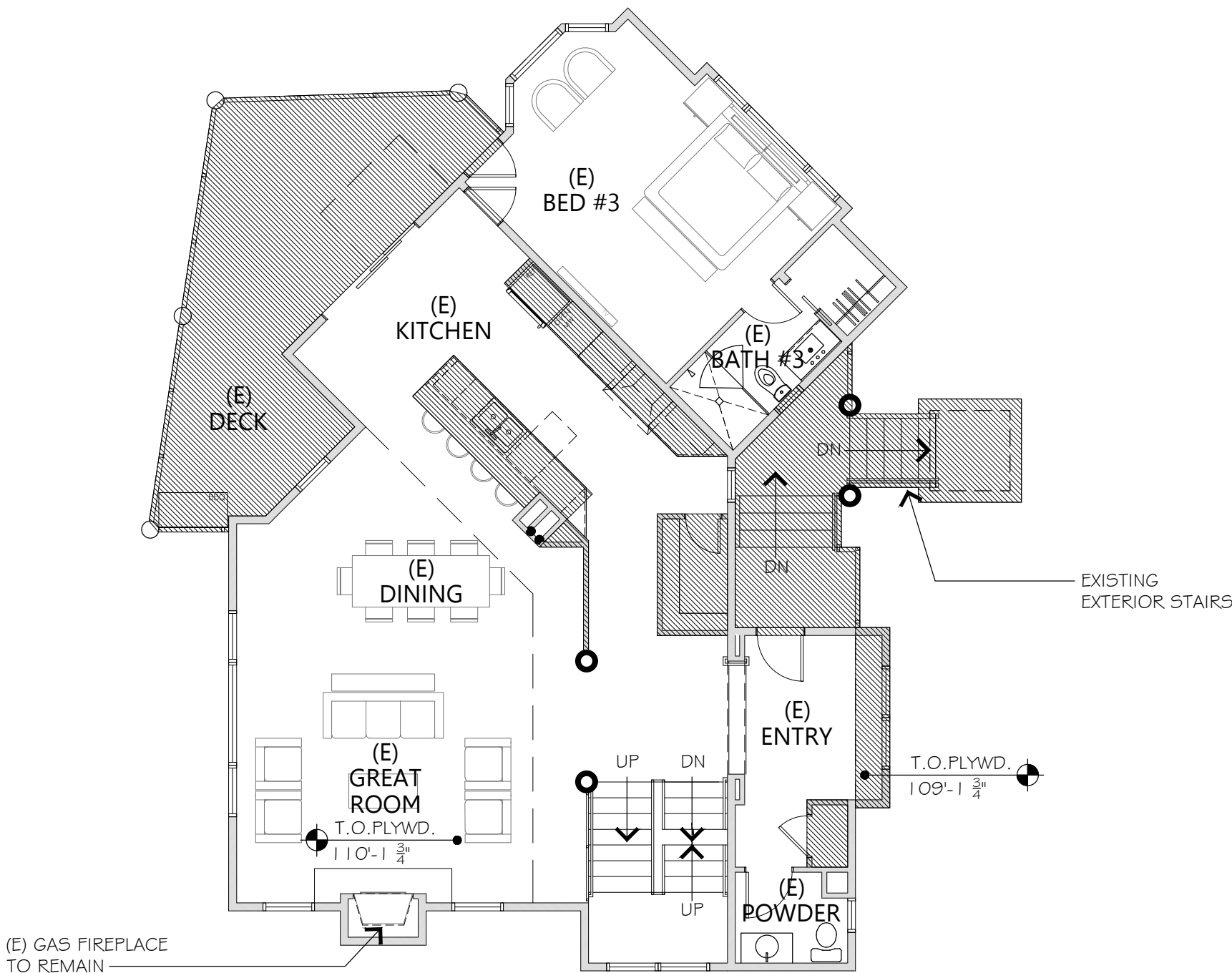
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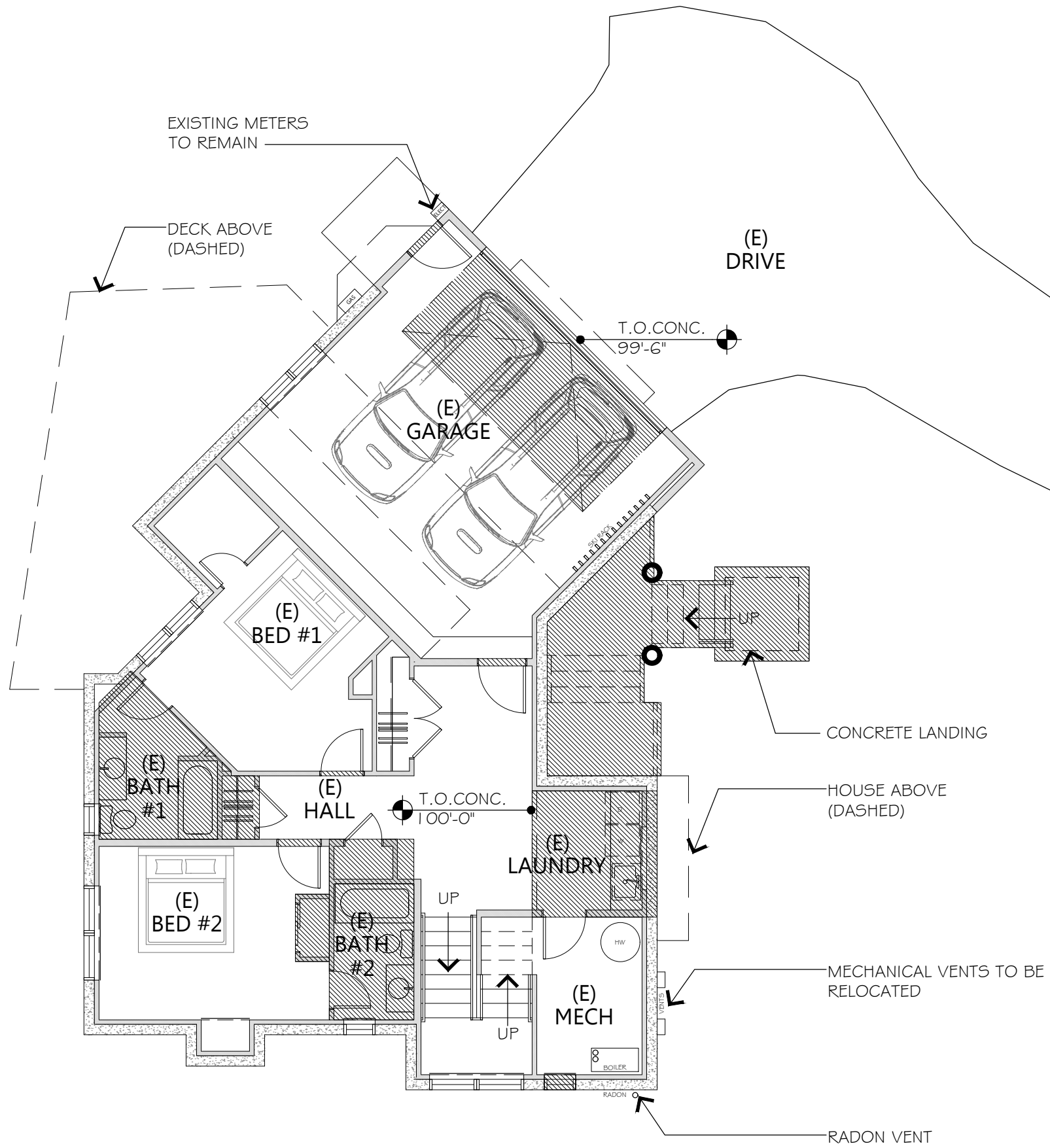
EXISTING UPPER PLAN

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



EXISTING MAIN LEVEL PLAN

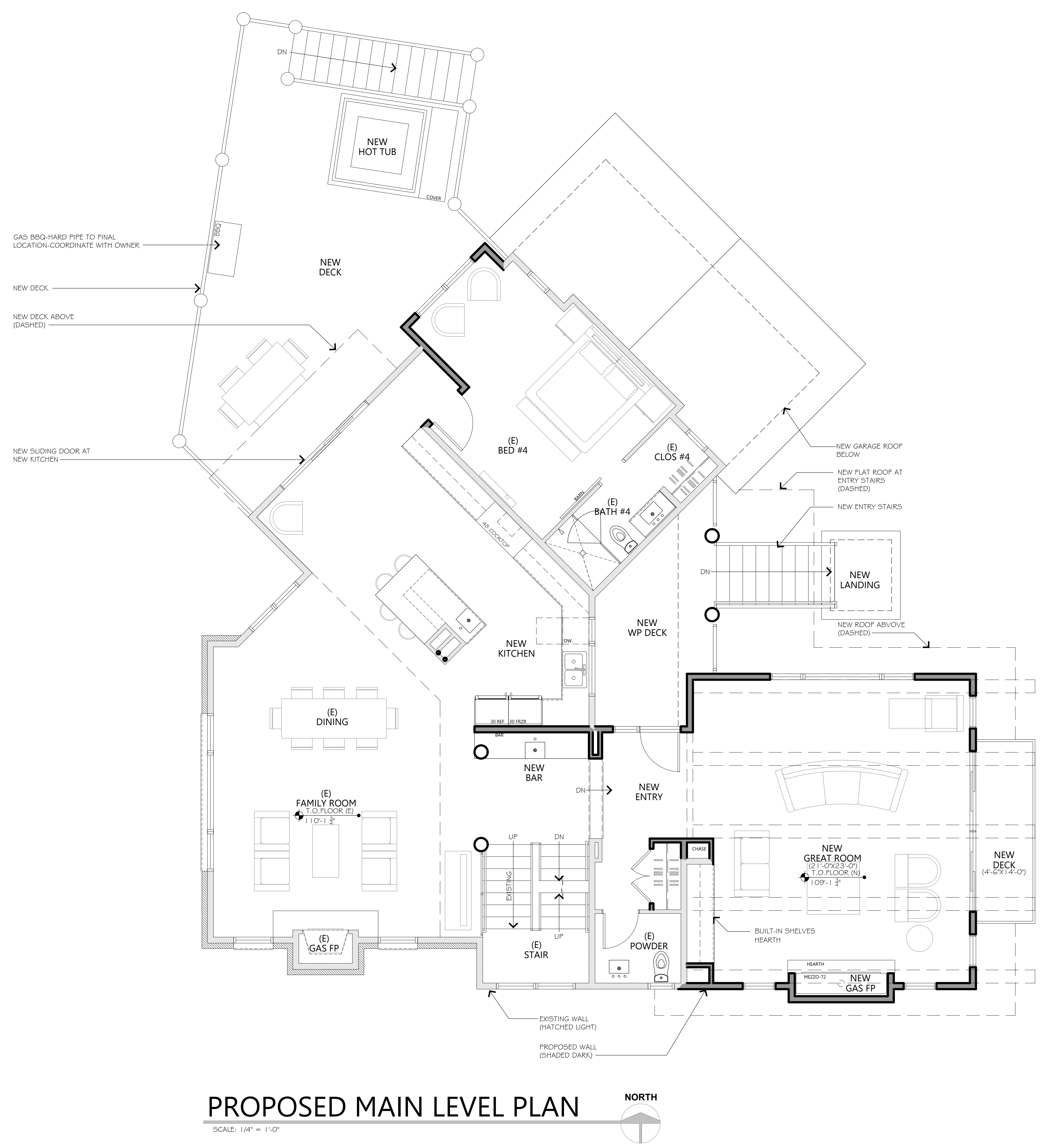
SCALE: 1/8" = 1'-0"



EXISTING LOWER LEVEL PLAN

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





PROPOSED MAIN LEVEL PLAN

SCALE: 1/4" = 1'-0"



PLAN NOTES:

- 1) PROVIDE MOISTURE RESISTANT DRYWALL AT BATHROOMS.
- 2) PROVIDE R-11 BATT INSULATION AT ALL WALL CAVITIES FOR SOUND ATTENUATION UNO.
- 3) PROVIDE TYPE 'X' DRYWALL AT GARAGE AND MECHANICAL ROOM.
- 4) VERIFY ALL FLOOR FINISHES WITH OWNER.
- 5) PROVIDE BLOCKING FOR CABINETS, MILLWORK, SHELVING, TVS, MECHANICAL AND BATHROOMS AS REQUIRED. (COORDINATE WITH OWNER)
- 6) PROVIDE SMOKE DETECTORS AT ALL BEDROOMS.
- 7) PROVIDE CO2 DETECTORS LOCATE PER MANUFACTURERS RECOMMENDATION
- 8) FREEZE PROOF ALL HOSE BIBS. COORDINATE LOCATION WITH OWNER
- 9) VENT ALL BATH FANS TO EXTERIOR.
- 10) WINDOWS AND DOORS TO BE REPLACED ARE NOTED ON PLANS, PROVIDE A COMPLETE SUBMITTAL FOR REVIEW.

REMODEL NOTES:

- 1) REPLACE INTERIOR DOORS AS NEEDED-MATCH EXISTING-NEW DOORS SIZE IS SHOWN ON PLANS
- 2) REPLACE ALL TRIM BASE AND CASE AS NEEDED-MATCH EXISTING. PROFILE AND MATERIAL BY OWNER.
- 3) INTERIOR FINISHED BY OWNER.
- 4) PROVIDE NEW CONTROL 4 THERMOSTATS AND SUPPORT FOR NEW FIXTURES TO BE PROVIDED BY OWNER. (COORDINATED NEW ELECTRICAL LAYOUT WITH OWNER)
- 5) NEW WOOD BEAMS TO BE STAINED-COORDINATE WITH OWNER
- 6) PROVIDE SUBMITTAL FOR WIRELESS SPEAKERS IN GREAT ROOM.
- 7) PROVED NETWORK-CAT7 CABLE RUN TO STORAGE ROOM FOR RECEIVER.
- 8) ALL NEW EXISTING/PROPOSED HARDWARE-COORDINATE WITH OWNER

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- 1) PROVIDE MOISTURE RESISTANT DRYWALL AT BATHROOMS.
- 2) PROVIDE R-11 BATT INSULATION AT ALL WALL CAVITIES FOR SOUND ATTENUATION UNO.
- 3) PROVIDE TYPE 'X' DRYWALL AT GARAGE AND MECHANICAL ROOM.
- 4) VERIFY ALL FLOOR FINISHES WITH OWNER.
- 5) PROVIDE BLOCKING FOR CABINetry, MILLWORK, SHELving, TVS, MECHANICAL AND BATHROOMS AS REQUIRED. (COORDINATE WITH OWNER)
- 6) PROVIDE SMOKE DETECTORS AT ALL BEDROOMS.
- 7) PROVIDE CO2 DETECTORS LOCATE PER MANUFACTURERS RECOMMENDATION
- 8) FREEZE PROOF ALL HOSE BIBS. COORDINATE LOCATION WITH OWNER
- 9) VENT ALL BATH FANS TO EXTERIOR
- 10) WINDOWS AND DOORS TO BE REPLACED ARE NOTED ON PLANS, PROVIDE A COMPLETE SUBMITTAL FOR REVIEW.

- 1) REPLACE INTERIOR DOORS AS NEEDED-MATCH EXISTING-NEW DOORS SIZE IS SHOWN ON PLANS
- 2) REPLACE ALL TRIM BASE AND CASE AS NEEDED-MATCH EXISTING. PROFILE AND MATERIAL BY OWNER.
- 3) INTERIOR FINISHED BY OWNER.
- 4) PROVIDE NEW CONTROL 4 THERMOSTATS AND SUPPORT FOR NEW FIXTURES TO BE PROVIDED BY OWNER. (COORDINATED NEW ELECTRICAL LAYOUT WITH OWNER)
- 5) NEW WOOD BEAMS TO BE STAINED-COORDINATE WITH TRIM AND FLOOR FINISH BY OWNER
- 6) PROVIDE SUBMITTAL FOR WIRELESS SPEAKERS IN GREAT ROOM
- 7) PROVED NETWORK-CAT7 CABLE RUN TO STORAGE ROOM FOR RECEIVER
- 8) ALL NEW EXISTING/PROPOSED HARDWARE-COORDINATE WITH OWNER



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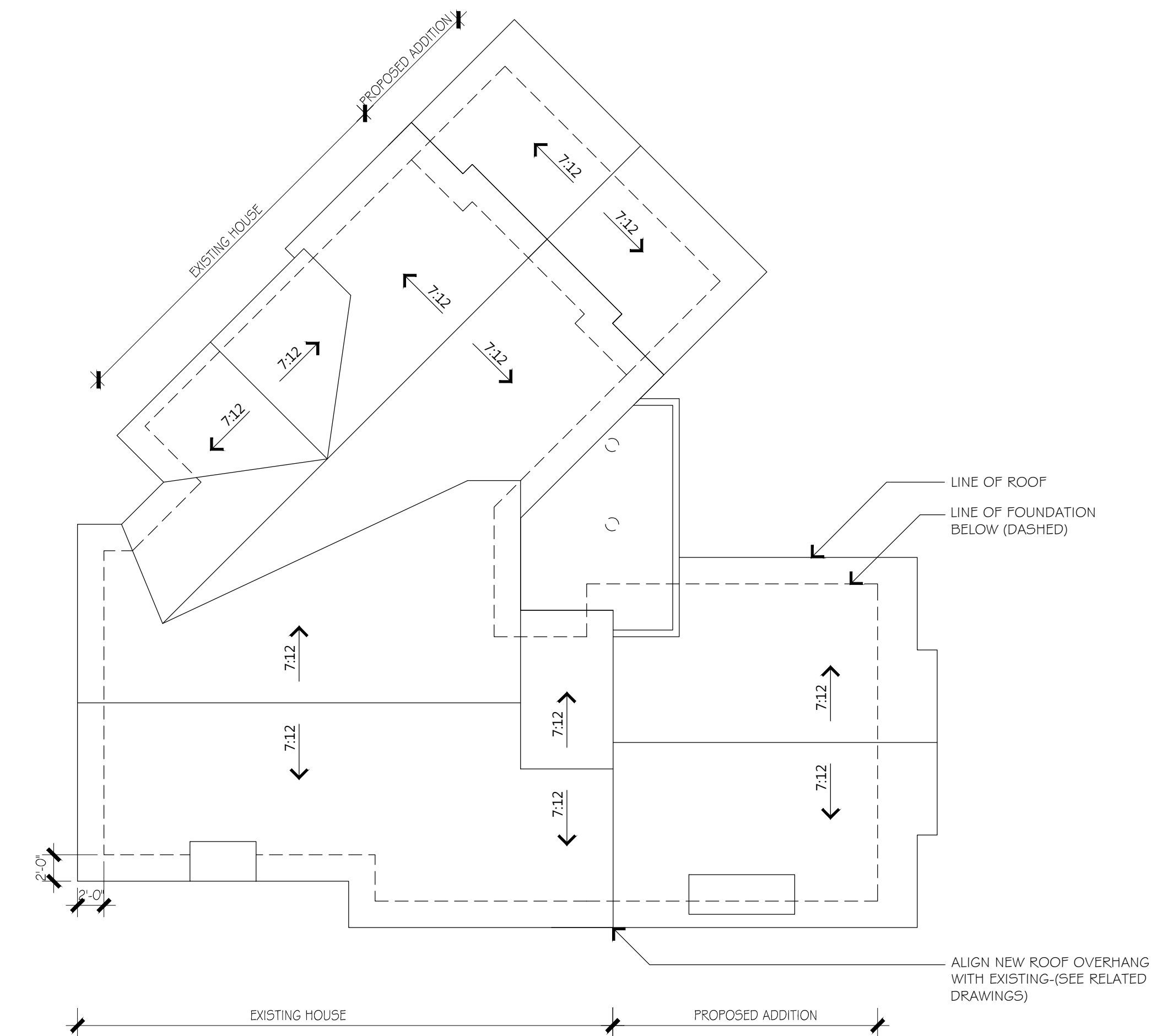
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SCALE: 1/4" = 1'-0"





PROPOSED ROOF PLAN

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



NOTES:

1. OVERHANG DIMENSIONS ARE TO END OF FINISHED MATERIAL - SEE DETAILS
2. ALL ROOF OVERHANGS TO BE 2'-0" UNLESS NOTED OTHERWISE
3. PAINT ALL EXPOSED PIPING EXTENDING THRU ROOF TO MATCH ROOF
4. WATERPROOF OUTLETS AT EAVES. COORDINATE ADDITIONAL OUTLETS WITH OWNER
5. THE OWNER HAS BEEN ADVISED THAT ALL ROOF AND DECK SURFACES MUST BE MAINTAINED RELATIVELY FREE OF SNOW & ICE
6. REFER TO DRAWINGS. PROVIDE ROOF PRIMER, ROOF MEMBRANE AND ALL ROOFING PER MANUFACTURERS SPECIFICATION REQUIREMENTS. PROVIDE CERTIFICATION LETTER STATING THAT ALL MEMBRANES HAVE BEEN INSTALLED IN COMPLETE COMPLIANCE WITH MANUFACTURER'S REQUIREMENTS.

5 ROOF/WALL JUNCTURE AT RAKE
A1.4 1 1/2" = 1'-0"

1 RIDGE
A1.4 1 1/2" = 1'-0"

6 ROOF/WALL JUNCTURE
A1.4 1 1/2" = 1'-0"

2 CLOSED FASCIA
A1.4 1 1/2" = 1'-0"

7 ROOF/WALL JUNCTURE AT FLAT ROOF
A1.4 1 1/2" = 1'-0"

3 FASCIA AT DORMER
A1.4 3" = 1'-0"

8 VALLEY
A1.4 1 1/2" = 1'-0"

4 FASCIA AT RAKE
A1.4 1 1/2" = 1'-0"

REVISIONS:



SEAL:

b.Conferarchitecture
230 EAST RABBIT COURT SILVER THORNE, COLORADO 80498
(970) 389-7981

SPIES ADDITION

101 KLACK ROAD BRECKENRIDGE, COLORADO

ISSUE DATES:
CLASS C MAJOR
04.10.2025
REVISED 04.30.2025

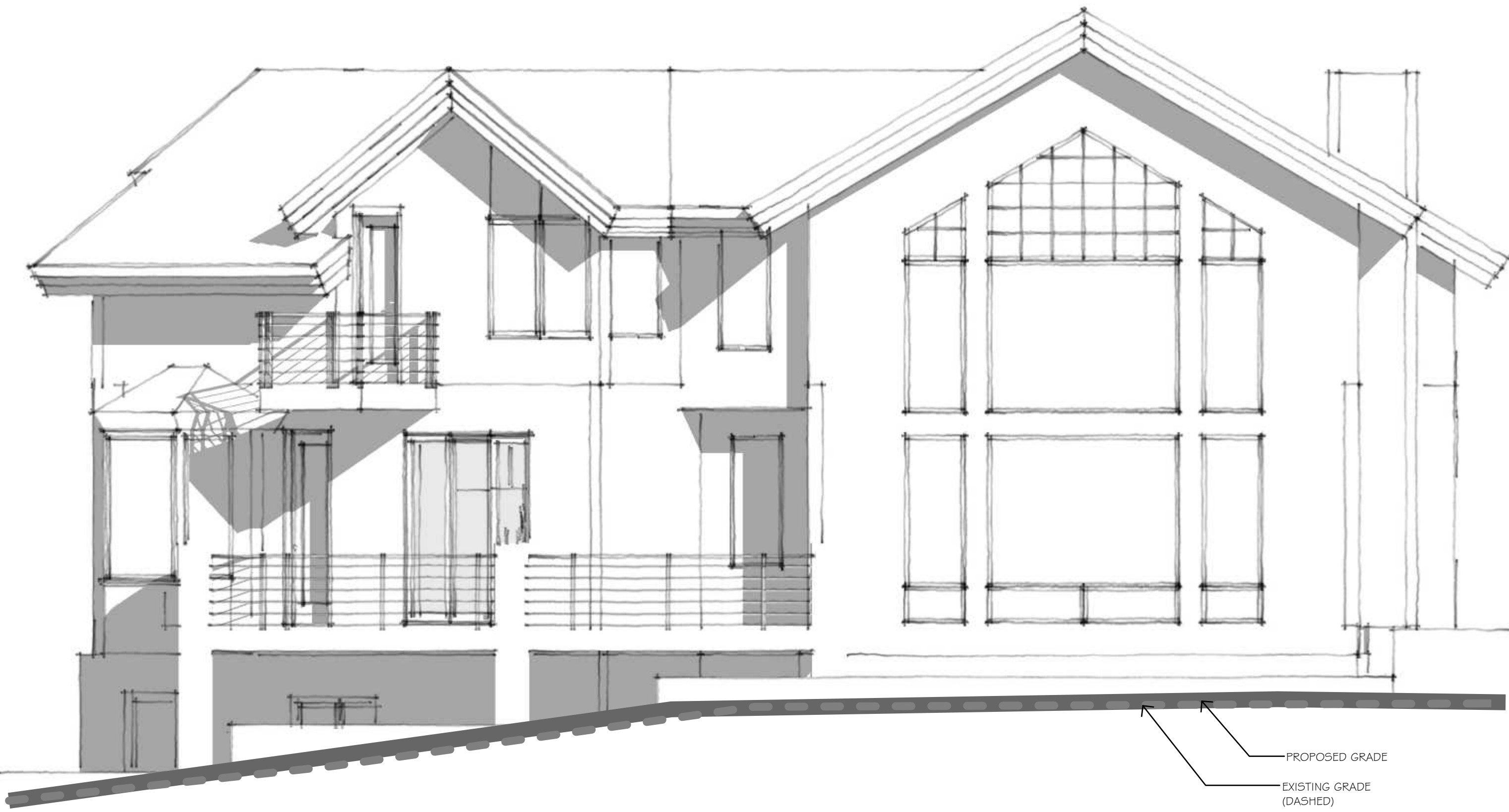
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SHEET NUMBER:

A1.4

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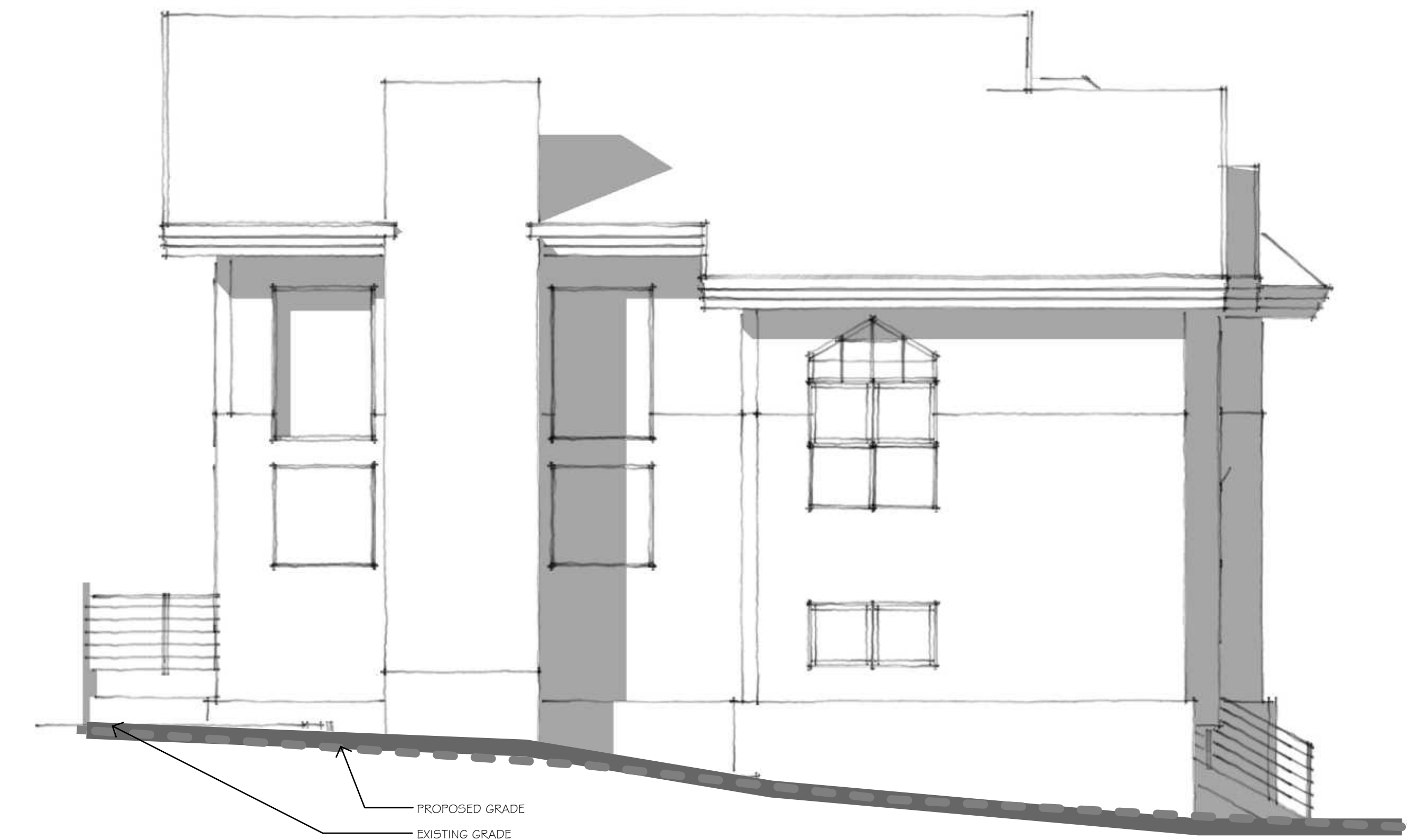
WEST ELEVATION

SCALE: 1/4"= 1'-0"



NORTH ELEVATION

SCALE: 1/4"= 1'-0"



SOUTH ELEVATION

SCALE: 1/4"= 1'-0"



EAST ELEVATION

SCALE: 1/4"= 1'-0"

REVISIONS



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A2.0

OF: 12



VIEW FROM KLACK ROAD

SCALE: NO SCALE

MATERIAL/COLOR BOARD

SCALE: NO SCALE



1 ROOF
METAL-WESTERN STATES-STANDING SEAM-
'MATTE BLACK'



2 ROOF-NEW
SHINGLE-GAF TIMBERLINE HD-
'PEWTER GREY'



3 WINDOWS AND DOORS-NEW
WEATHER SHIELD-CONTEMPORARY-'JET BLACK'



4 ACCENT METAL-NEW
FASCIA/GARAGE DOORS/GUARDRAILS TO
MATCH METAL SIDING-'CHARCOAL GREY'



5 TRIM/SOFFIT/BEAMS
CABOT-SEMI-TRANSPARENT 'LINEN'



6 ACCENT SIDING
METAL-WESTERN STATES METAL-
7/8" CORRUGATED-'CHARCOAL GREY'



7 HORIZONTAL SIDING
MONTANA TIMBER-CEDAR-SHIP LAP-
1/4" REVEAL-'AQUIFER SHALE'



8 BASE
GALLEGOS STONE-'GRANITE SQUARES AND
RECTANGLES'

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SHEET NUMBER

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OF: 12

ELEVATION NOTES:

1. REFER TO EXISTING BUILDING SECTIONS FOR TYPICAL ASSEMBLY NOTES
2. SEE PLANS FOR WINDOW (WIDTH) ROUGH OPENING DIMENSIONS-PROVIDE COMPLETE WINDOW SUBMITTAL FOR REVIEW.
3. EXTERIOR LIGHT FIXTURE TYPICAL (HEIGHT) 7'-0" AFF, UNLESS OTHERWISE NOTED.
4. DOOR AND WINDOW HEIGHTS ARE DIMENSIONED TO FINISHED HEAD AND SILL (VERIFY WITH ARCHITECT) TYPICAL HEAD HEIGHT 8'-0" AFF UNO.
SIZES ARE GENERIC
AND SHOULD BE COORDINATED WITH MANUFACTURER CHOSEN.
PROVIDE A COMPLETE SUBMITTAL FOR REVIEW.
5. REFER TO BUILDING SECTIONS FOR RIDGE AND PLATE HEIGHT INFORMATION.



NORTH ELEVATION

SCALE: 1/4"= 1'-0"

MATERIAL CALCULATION:

- | | | |
|---------------|--------------|------------------|
| 1. | WINDOWS/TRIM | = 94 SF |
| 2. | WOOD SIDING | = 331 SF |
| 3. | STONE | = 175 SF |
| 4. | METAL SIDING | = 171 SF |
| TOTAL SURFACE | | = 771 SF |
| X 25% MAX | | = 193 SF ALLOWED |
| | | = 22% PROPOSED |

REVISIONS



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SPIES ADDITION

101 KLACK ROAD, BRECKENRIDGE, COLORADO

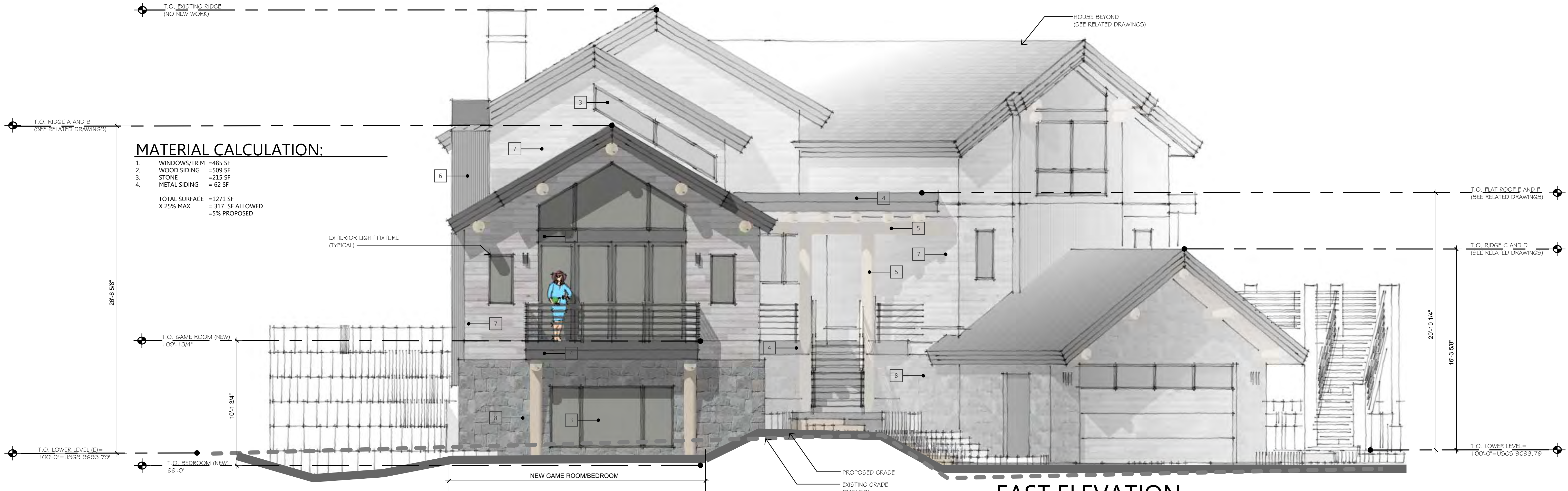
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SHEET NUMBER

A2.2

OF: 12



EAST ELEVATION

SCALE: 1/4"= 1'-0"

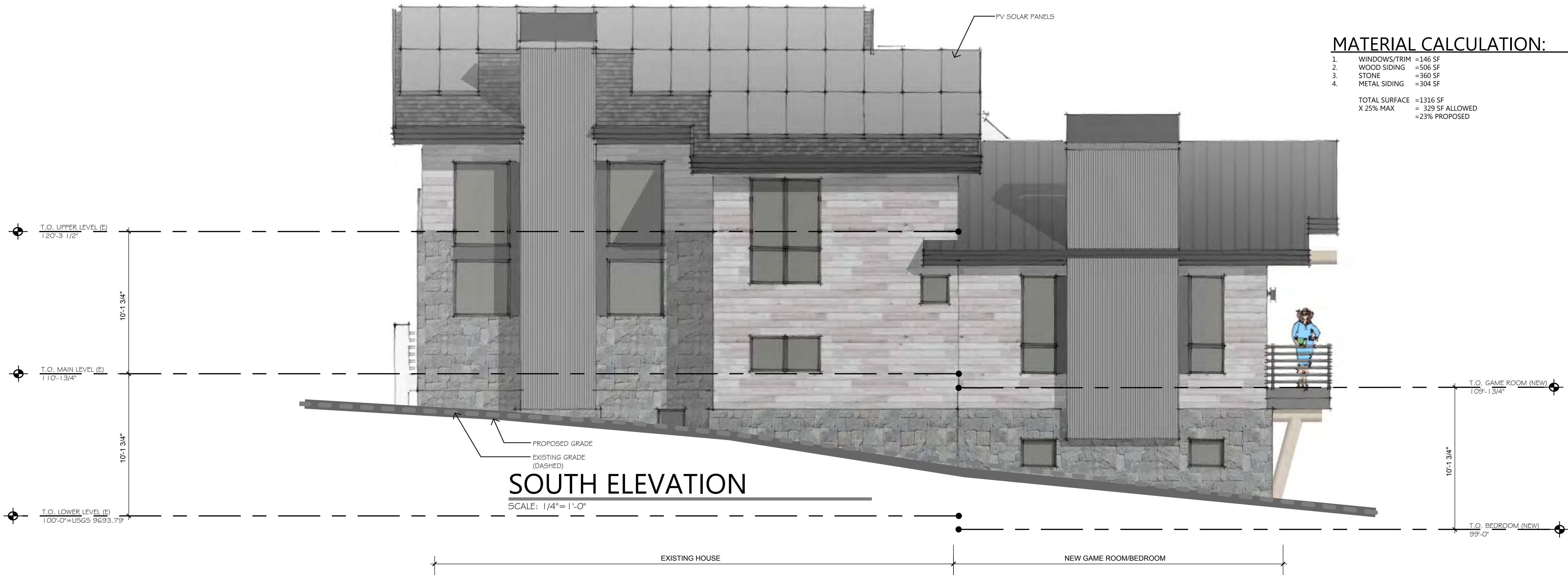


MATERIAL CALCULATION:

- | | | |
|---------------|--------------|-----------------|
| 1. | WINDOWS/TRIM | =198 SF |
| 2. | WOOD SIDING | =194 SF |
| 3. | STONE | =143 SF |
| 4. | METAL SIDING | = 75 SF |
| TOTAL SURFACE | | =610 SF |
| X 25% MAX | | =152 SF ALLOWED |
| | | =12% PROPOSED |

WEST ELEVATION

SCALE: 1/4"= 1'-0"



MATERIAL CALCULATION:

- | | | |
|---------------|--------------|------------------|
| 1. | WINDOWS/TRIM | =146 SF |
| 2. | WOOD SIDING | =506 SF |
| 3. | STONE | =360 SF |
| 4. | METAL SIDING | =304 SF |
| TOTAL SURFACE | | =1316 SF |
| X 25% MAX | | = 329 SF ALLOWED |
| | | =23% PROPOSED |

SOUTH ELEVATION

SCALE: 1/4"= 1'-0"

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SHEET NUMBER

2304

A2.3

OF: 12

MATERIAL CALCULATION:

1.

WINDOWS/TRIM

=183 SF
2.

WOOD SIDING

=289 SF
3.

STONE

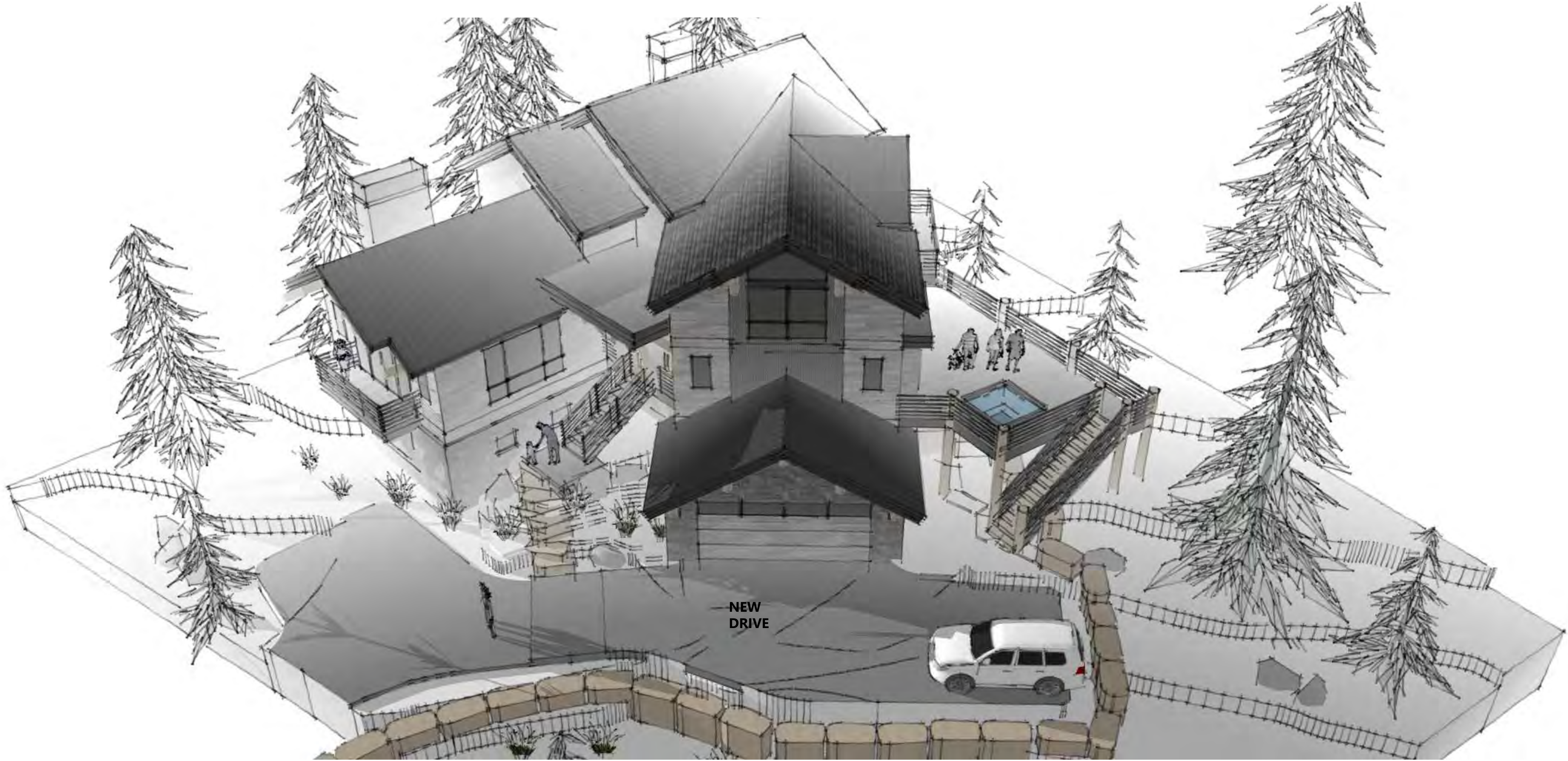
=230 SF
4.

METAL SIDING

=166 SF
- TOTAL SURFACE

=868 SF
- X 25% MAX

=217 SF ALLOWED
- =19% PROPOSED



REVISIONS



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SPIES ADDITION

101 KLACK ROAD, BRECKENRIDGE, COLORADO

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OF: 12

Planning Commission Staff Report

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

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

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

Date: May 1, 2025 (For meeting of May 6, 2025)

Project Planner: Sarah Crump, AICP, Senior Planner

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

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

Architect: Bill Campie, Principal, DTJ Designs

Address: 1599 Ski Hill Road

Legal Description: Lot 4, Peak 8 Subdivision, Filing No. 1

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

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

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

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

administration building. An existing stand of evergreen trees lines the eastern property boundary. The site has numerous existing buried utility lines.

Adjacent Uses:

North:	Ski Hill Road, Cucumber Gulch Preventative Management Area
East:	Boulder Ridge and Four O'clock Run single-family residential subdivisions
South:	Peak 8 ski area terrain
West:	One Ski Hill Place (mixed use commercial/multi-unit residential condos)

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

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

Density Allowed:

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

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

Density Proposed:

Townhomes	20.74 SFEs	33,176 sq. ft.
Hotel	11.61 SFEs	16,027 sq. ft.
Condominiums	99.43 SFEs	119,315 sq. ft.
Commercial	17.60 SFEs	17,601 sq. ft.
Amenities overage	1.49 SFEs*	1,793 sq. ft.
Guest services	2.99 SFEs	2,993 sq. ft.
Common/Support/Circulation	66.12 SFEs	79,347 sq. ft.
Total	219.98 SFEs	270,252 sq. ft.

Per the development agreement, the underground parking area square footage does not count as density. Gross building total including parking and amenities is 408,775 sq. ft.

Amenities Required:

(1/35 of proposed residential density): 4,814.8 sq. ft.

Proposed Amenities: *30,682 sq. ft. (637% above required [600% allowed without a density allocation per master plan]); additional 37% (1,793 sq. ft.) amenities or 1.49 SFEs counted toward proposed density in table above.

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

Height:	Per LUD 39 and Master Plan:	62'-00" (five stories)
	Proposed Height:	72'-11" (-10 points)
Lot Coverage:	Building / non-Permeable:	71,864 sq. ft. (39.5% of site)
	Hard Surface / non-Permeable:	52,422 sq. ft. (28.8% of site)
	Open Space / Permeable Area:	57,639 sq. ft. (31.7% of site)
Parking:	Residential (per master plan)	142 spaces
	Commercial/guest services (per master plan)	0 spaces
	Spa (per master plan)	9 spaces
	Vail Resorts (per agreement)	35 spaces
	BOEC (per agreement)	6 spaces (ADA accessible)
	Total required:	192 spaces
	Total on-site proposed:	209 spaces (17 spaces extra)

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

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

Employee Housing: All employee generation housing requirements are to be met at an offsite location, Entrada, (Parcel 7, 11030 CO State Hwy 9), in pursuance of the development agreement. Employee generation calculations have been updated to reflect updated proposed density allocations. A total of 207.93 employees are generated requiring housing mitigation for 72.78 employees (35%) or a total of 25,471.4 sq. ft. of employee housing to be built.

Imperial Hotel Employee Generation			
Use	Number (units/rooms/square footage)	Employee Generation (per unit/room/1000 sq. ft.)	Employees Generated
hotel units	36	0.60	21.60
condos - whole ownership	23	0.33*	7.59
lock-offs - whole ownership	22	0.60	13.20
condos - fractional ownership	36	0.60	21.60
lock-offs - fractional ownership	54	0.60	32.40
townhomes	9	0.33	2.97
spa/retail	3,474	2.10	7.30
pet kennel	1,904	2.40	4.57
retail market	1,212	2.40	2.91
retail ski shop	2,824	2.40	6.78
lobby bar	469	4.41*	2.07
restaurant	4,587	10.20	46.79

kitchen	1,563	10.20	15.94
lower bar/speakeasy	1,147	4.28*	4.91
private dining room	421	4.75*	2.00
outdoor dining and bar	3,000	5.10	15.30
Total:			207.93

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

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

Item History

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

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

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

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

The first preliminary hearing for the Imperial Hotel was held with the Planning Commission on January 7, 2025 and a second preliminary hearing was held March 4, 2025.

Commission Consensus from First and Second Preliminary Hearings

The following items were agreed upon by the Commission at the first and second preliminary hearings:

- The Commission agreed that the Cucumber Gulch Preserve Preventative Maintenance Area (PMA) variance request should be granted.
- The Commission agreed that the proposal meets the master plan architectural standards requiring “transitional mountain style (between rustic and contemporary).”
- The Commission accepted the modified employee generation rates proposed by the applicant for all uses, except for the retail market.
- The Commission agreed that the allocation of space exclusive for BOEC uses on a 50-year lease term and access to outdoor pools and aquatic area warrants positive four (+4) points.
- A majority of the Commission agreed to award positive four (+4) points for installation of the heated paving weather monitoring system, Davis Vantage Pro2, pending further analysis from the Town’s Sustainability team.
- A majority of the Commission had no concerns regarding the materiality of the proposed glass amenity structures.
- A majority of the Commission agreed to award the recommended positive two (+2) points for landscaping.
- A majority of the Commission agreed to allow for a variance from Policy 47 regarding pet fences, to allow a pet fence for the pet day spa so that it may exceed 54 inches and 400 square feet.

Changes Since Second Preliminary Hearing

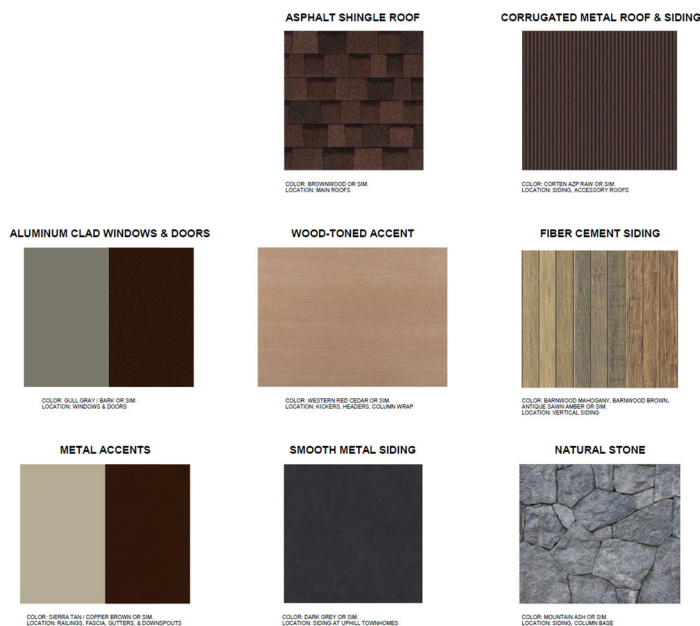
- Minor changes to the overall square footage are proposed. Residential unit counts remain the same and the overall density continues to be below the allowed 220 SFEs. This adjustment also affects employee mitigation and those revised requirements are stated above.
- The total number of fireplaces increased from 71 to 80.
- The total number of parking spaces decreased from 211 to 209.
- Architectural changes were made to the western façade upper dormers and roof design. Details below.
- The shoring tie back easement, previously granted to One Ski Hill Place, has been terminated.
- The western staircase and walkways have been reconfigured and moved closer to the building (east) to avoid the placement of a new electrical service line. These changes affected the proposed landscaping and size of the snowmelt and snow storage areas in this location. The exempt heated snowmelt area for public pedestrian, ADA, and BOEC access decreased from 4,303 sq. ft. to 4,205 sq. ft. Changes are further described below.
- One outdoor spa was slightly reduced in size but the application still warrants negative three (-3) points for the total area of outdoor spas.
- The project is now proposing one additional installed EVSE charger; three chargers in excess of the number required, for a total of five and eligible for positive three (+3) points.
- A third public non-motorized access easement is proposed on the eastern property boundary to connect from Saw Mill Run Road directly to the development.
- The uphill skier barrier wall system construction material has been revised from a cast-in-place concrete design to instead be a soil nail wall with faux dry stacked stone simulated boulder wall finish. The faux dry stacked stone was previously shown for application on other retaining walls within the project.
- The applicant has provided a photometric plan and lighting specification sheets.
- The applicant has provided an energy analysis stating the project will achieve 27.5 percent energy efficiencies above the IECC standard code.
- The applicant has provided visual exhibits to address Commissioner and public comments regarding the pedestrian circulation and visual corridor between the Imperial Hotel and One Ski Hill Place.

- The outdoor dog play fenced area was reduced and the applicant has also provided additional information regarding the proposed business model for the pet kennel which would better be referred to as a “dog day spa.”
- The applicant has provided physical exterior material samples.

Staff Comments

Staff has reviewed the project proposal against the development agreement, current master plan, and applicable policies of the development code in anticipation of this final hearing and provides the below analysis. Consensus items and items previously contemplated without issue have been omitted from the discussion. Staff believes the proposed changes and additional information provided by the applicant satisfy past concerns from the Commission and that input from the Commission and public has resulted in an overall improved design for the Imperial Hotel.

Architectural Compatibility (Policy 5/A & 5/R): The applicant has provided a physical material board for this final hearing. The samples are consistent with the materials as previously described. The material board includes architectural asphalt shingles in a Brownwood color and fiber cement vertical siding in a range of light natural wood tones. The varying light tones will offer some variation in depth and dimension to the large structure. Corrugated metal with a rusted patina will be incorporated as an accent roofing material on smaller roof forms and as accent siding, the metal siding accent does not exceed more than 25 percent on any façade. Lightly stained Western Red Cedar will be a secondary siding accent and a natural stone veneer in color Mountain Ash (gray tones) will be applied at the base, as an accent, and vertically along the northwestern corner feature. Fiber cement siding is allowed without the assignment of negative points when paired with natural accents, such as stone.

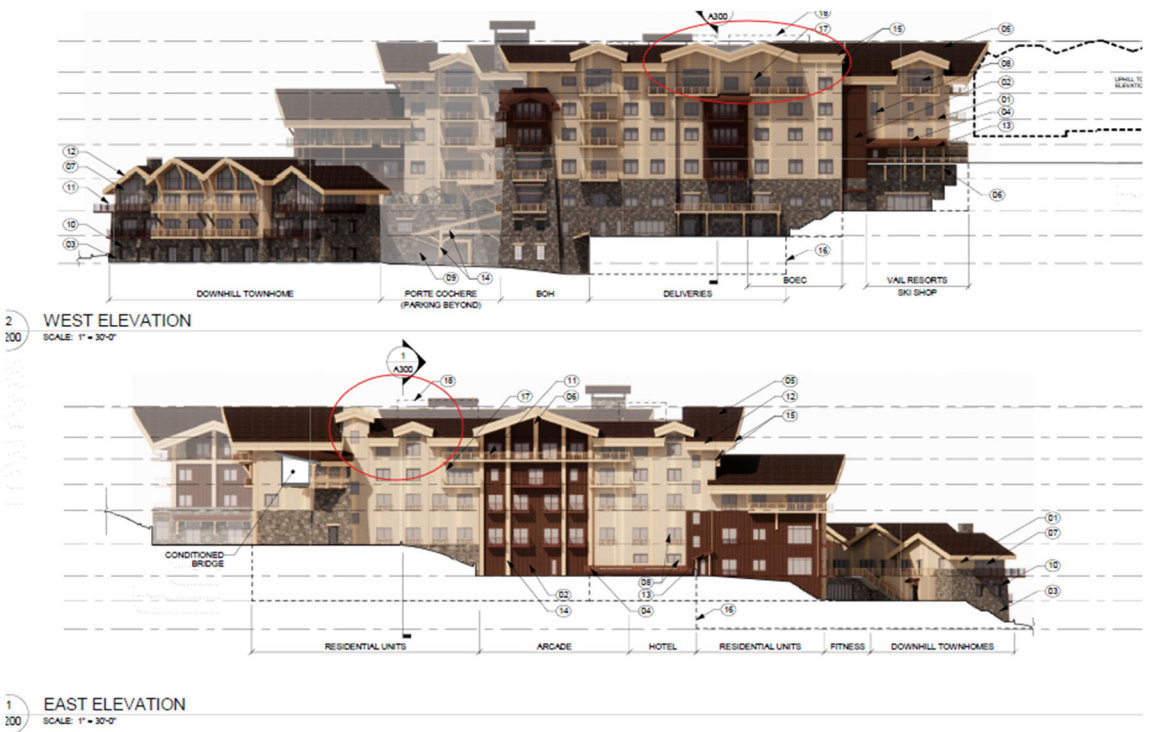


Material board details can be found on page A904.

Minor changes to the exterior architecture since the previous hearing include revisions to several of the dormers on the east and west facades. Metal siding application was also reduced on the west façade of the uphill townhomes. Staff believes these changes do not affect the overall architectural styling which was previously determined to meet the Master Plan requirements of mountain architectural design that is “between rustic and contemporary”. Staff has no concerns.



Revised west and east elevation dormers. See page A200 for further details.



Previously proposed west and east elevation dormers.

Landscaping (22/A & 22/R): The applicant has revised the proposed landscaping plan since the second preliminary hearing to accommodate a required new electrical utility line on the west side of the property. The energy utility will not allow landscape plantings over this line. The western walkway and staircase has also been revised to move further east and closer to the building, necessitating a revised landscaping plan.

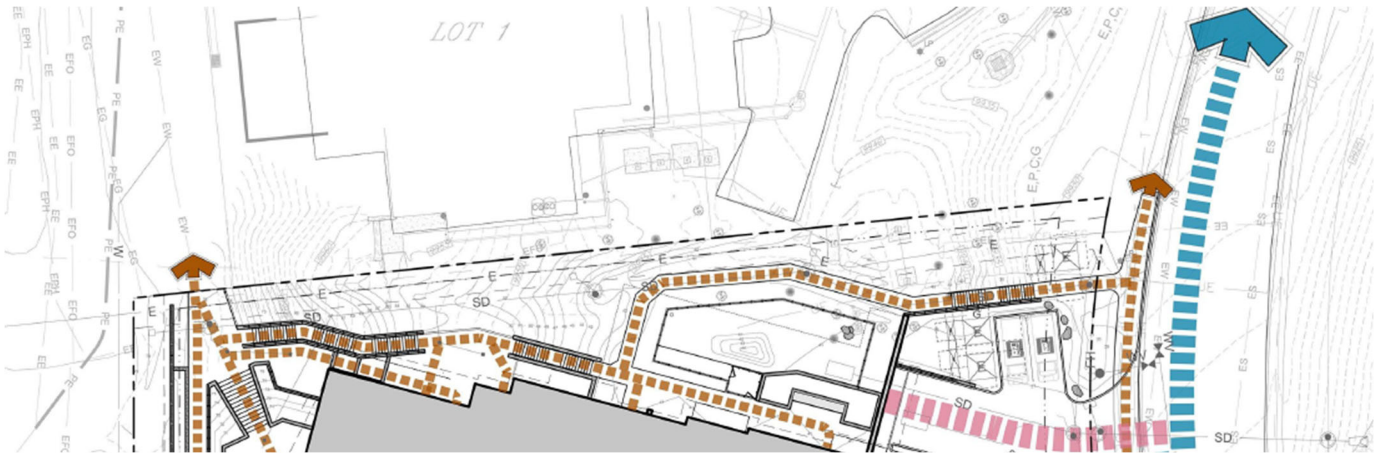
The revised application still includes the same native tree species and those which are known to be successful in the high-alpine environment such as Serviceberry, Rocky Mountain Maple, Thin-leaf Alder, Quaking Aspen, Douglas Fir, and Colorado Spruce are proposed. The project now proposes 134 newly planted deciduous trees and 448 shrubs, as well as 24 evergreen trees and 185 shrubs. This equates to an increased 37 trees per acre, up from 32 trees per acre previously proposed. Trees will be of an above average size for new plantings with Aspen trees proposed between 2”-3” caliper and 10’-12’ heights and Evergreens proposed to be 6’-8’ in height.

A majority of the Commission previously agreed this level of landscape plantings was eligible for positive two (+2) points. Staff finds that the revised landscape plan, which now includes more trees, still warrants the assignment of these positive points.

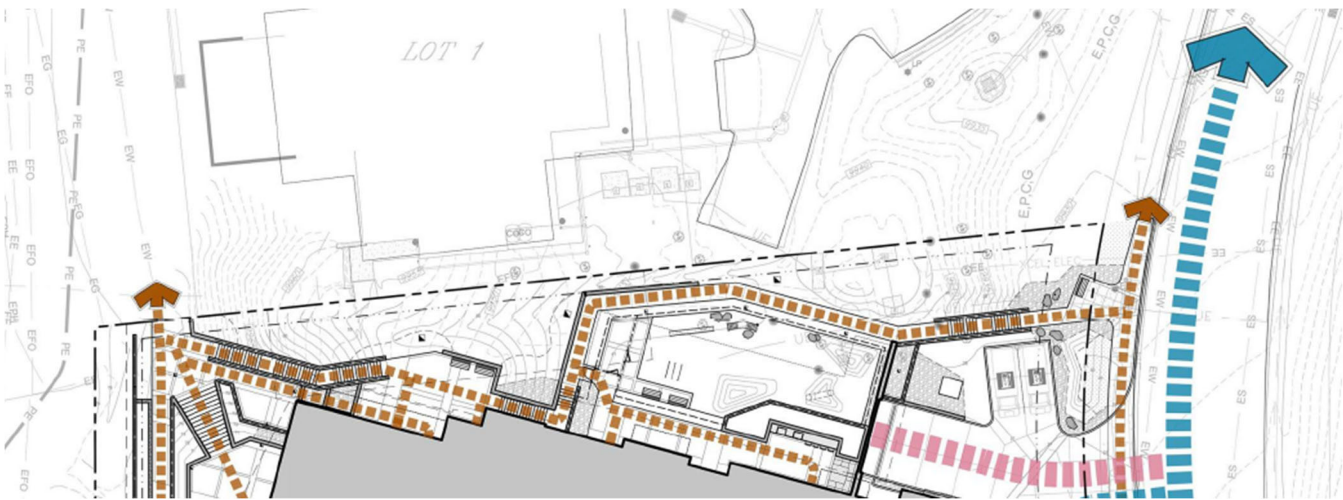


Revised proposed landscaping new plantings along western walkway and staircase. See sheets L300-L304 for additional details and other areas of the site plan.

Internal Circulation (16/R) and External Circulation (17/A): Since the second preliminary hearing, the western walkway and staircase have been revised and moved east closer to the building to accommodate a new electrical line. The width of the walkway and stairs has not changed. Staff has no concerns.



Revised western walkway and staircase. See page L102 for details.



Previously proposed western walkway and staircase.

In response to public comments, the applicant has also provided an additional pedestrian access point from the east and now proposes an easement for public non-motorized access adjacent to Saw Mill Run Road. The public can now enter the development from the Four O'clock Run Subdivision off Saw Mill Run Road and head north to Ski Hill Road or south to access the ski area. The project was previously assigned positive three (+3) points for the proposed public access and easements in other locations. These points continue to be recommended and staff has no concerns.



Third public access point shown in teal on the eastern property boundary. See page L102 for circulation plan details.

Energy Conservation (33/A & 33/R): The total number of fireplaces increased from 71 to 80. The proposal continues to abide by the gas fireplace limitation of three per dwelling unit and there will be only three common area indoor fireplaces.

The proposed total heated paving has been revised and reduced slightly since the second preliminary hearing to a total of 13,704 sq. ft. of heated paving; 4,205 sq. ft. of this area is to be located on the west side of the structure and the applicant has requested exemption from the Town's Renewable Energy Mitigation Program (REMP) and exemption from negative points under Policy 33/R for this portion of heated paving. REM, a building code regulation separate from the development code, gives discretion to the Building Official to determine areas which may be of high traffic and/or have safety concerns where heated paving is necessary and eligible for exemption from REM. Section 8.2 (f) (iii) of the development agreement states, *"The Town staff shall determine the extent of emergency egress and pedestrian circulation safety to be exempt from REM and Absolute and Relative Policy 33/Energy Conservation during site plan review."* This area of snowmelt on the west side is the main point of ingress and egress for guests and will be the point of entry to on-snow activities for BOEC participants. It is also the most direct route to public transportation stops and the gondola to the west of the project site. Planning staff and the Building Official have consulted on this project and agree that the 4,205 sq. ft. area proposed should be eligible for exemption from REM and Policy, 33/R.

Under the development code, heated paving up to 5,000 sq. ft. for commercial projects does not incur negative points. Areas above 5,000 sq. ft. incur negative one (-1) point for each additional 500 sq. ft. increment of heated paving. The project now proposes 9,499 sq. ft. of non-exempt heated paving, which continues to warrant negative nine (-9) points. A site plan of the proposed heated paving areas is found on page L103 for additional details.

Additionally, under Policy 33/R Section D. the applicant now commits to the installation of three additional EVSE chargers in excess of the IECC requirements for the assignment of positive three (+3) points. This is an extra installed EVSE charger above the required amount than was proposed at the second preliminary hearing. For this application, the project is required to have at least two installed EVSE chargers and an additional 20 percent of spaces (42 spaces) must be wired for EVSE capability. Staff is supportive of the extra EVSE chargers and positive three (+3) points.

Finally, as the project progresses with civil planning, the applicant has engaged an energy analysis firm, Group 14, to perform an energy analysis on the proposed project specifics. Their analysis finds that the project will be 27.5 percent more energy efficient than the requirements of the International Energy Conservation Code (IECC). This level of energy efficiency beyond the IECC code found in a commercial/multi-family structure is eligible for positive two (+2) points. The applicant must provide a final energy analysis prior to certificate of occupancy stating the same energy savings or better is found in the constructed building to be eligible for these points. A condition has been added to the Findings and Conditions of Approval to this effect. Staff has no concerns.

Fences, Gates, and Gateway Entrance Monuments (47): In response to public comments regarding the outdoor dog play area, the applicant has provided more information about the proposed operation of this commercial activity to clarify statements made at the previous hearing. The applicant states that the dog daycare/spa and outdoor dog play area is meant to be a guest amenity for use during daytime operations. Operation is not intended for overnight pet stays and the outdoor area is not intended to be a public dog park. Access to the outdoor dog play area will be restricted to guests paying for dog daycare services. The intention is that the amenity would be dog day spa where animals would be groomed and have play time, with a fully attentive staff. The outdoor dog play area will be regularly cleaned and maintained. Staff believes the applicant is incentivized to keep noise and any odor impacts to a minimum for their own guests, as well as neighbors.

At the previous hearing, the Commission preliminarily approved several variances for the dog play area fencing, which is proposed to be 5' in height with metal vertical pickets. The enclosed pet fence area will now be 1,157 sq. ft., which is reduced from the previous iteration which enclosed approximately 2,000 sq. ft. area with a pet fence. This allows for an improved snow storage area within the dog play area. Physical samples of the synthetic turf to be placed in the outdoor dog play area have been provided by the applicant and will be available for viewing at the hearing. Staff has no additional concerns.



Proposed outdoor dog play area on west side. Reduced in size. See pages C-112 and L400 for details.

Construction Activities (29/A): The applicant has provided a signed and recorded document stating the non-exclusive shoring tieback easement discussed at the previous hearing has been relinquished by One Ski Hill Place and the easement has been terminated. Further inquiry proved the tiebacks in this location were temporary for original construction and the easement is no longer necessary. Staff has no concerns. A signed and recorded copy of the agreement terminating the easement is attached.

Exterior Lighting (Sec. 9-12): Proposed exterior lighting fixtures and a photometric plan were submitted for review. Some of the specific fixtures proposed (DL4, PE1, PE2, PE3) are not manufactured to meet the Town's dark sky requirements but are proposed to be modified with additional shades or installed shields to make them compliant. The proposed modifications are listed with each fixture on page EP400. Staff will continue to work with the applicant to confirm all exterior lighting is code compliant prior to installation. All lights proposed are to be fully shielded and at or below the maximum 950 lumens per fixture and 3000 Kelvin temperature, except where additional and specific lighting is required for safety for example, surrounding outdoor aquatic facilities. All fixture locations proposed must meet the restrictions for height above grade, residential (<15'), upper story decks (<7'), commercial (<18'), pole height (<18') or (<10' pedestrian paths). Some exceptions for architectural accents are allowed in the code. The photometric plan shows the estimated foot-candle levels with maximum and average illumination of emitted light to be at or below two-tenths ($\frac{2}{10}$) foot-candle at the property line as required.

Point Analysis

Final Point Analysis: Staff has found the project complies with the provisions of the April 9, 2024 approved development agreement, Ninth amendment to the Peak 7&8 Master Plan, and all applicable Absolute Policies of the development code. Staff recommends the updated point analysis below at this final hearing, with a passing final score of positive six (+6) points.

Negative Points:

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

Total Negative Points (-23)

Positive Points:

- Policy 15/R, Refuse (+1) for integrating refuse storage into a primary building.
- Policy 16/R, Internal Circulation (+3) for skier and pedestrian access easements.
- Policy 18/R, Parking (+4) for locating all required parking away from public view.
- Policy 19/R, Loading (+2) for an underground delivery and loading area separated from guests.
- Policy 22/R, Landscaping (+2) for proposed robust landscaping plan.
- Policy 24/R, Social Community (+4) for providing 1,668 sq. ft. of exclusive programming space to the BOEC and access to outdoor aquatic facilities.
- Policy 25/R, Transit (+4) for providing an all-electric shuttle system.
- Policy 33/R, Energy Conservation (+4) for installation of a weather monitoring system tied to heated paving operations.
- Policy 33/R, Energy Conservation (+2) Anticipated 27.5 percent energy efficiency above standard IECC codes.
- Policy 33/R, Energy Conservation (+3) for installation of three EVSE charging stations

Total Positive Points (+29)

Total Score (+6)

Staff Recommendation

Staff recommends the Planning Commission approve the Imperial Hotel & Private Residences (Parcel 4) and Cucumber Gulch Preserve Preventative Maintenance Area (PMA) Variance, PL-2024-0475, located at 1599 Ski Hill Road, the project having met all applicable Absolute Policies and receiving a passing score of positive six (+6) points under the Relative Policies at this final hearing, with the attached Findings and Conditions of Approval.

TOWN OF BRECKENRIDGE

**Imperial Hotel & Private Residences (Parcel 4) and Cucumber Gulch
Preserve Preventative Maintenance Area (PMA) Variance
Lot 4, Peak 8 Subdivision, Filing No. 1
1599 Ski Hill Road
PL-2024-0475**

FINDINGS

1. The proposed project is in accord with the Development Code and does not propose any prohibited use.
2. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
4. This approval is based on the staff report dated **May 1, 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 **January 7, 2025, March 4, 2025, and May 6, 2025** as to the nature of the project. In addition to Commission minutes, the audio of the meetings of the Commission are recorded.
6. If the real property which is the subject of this application is subject to a severed mineral interest, the applicant has provided notice of the initial public hearing on this application to any mineral estate owner and to the Town as required by Section 24-65.5-103, C.R.S.
7. **This Development Permit, PL-2024-0475, 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 24, 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. In the event of any conflict between this Development Permit and the terms of the Development Agreement, the Development Agreement will control.**
8. **The Town’s Department of Community Development is hereby authorized to permit the commencement of demolition, including, but not limited to, demolition of VSRI’s administration office building and ski patrol locker building located on the Property (“Administration Facilities”), though a demolition permit issued by the Town’s Building Department, after issuance of the Development Permit but prior to issuance of a Building Permit, but subject to receipt of assurances of completion deemed satisfactory by the Department.**
9. **An infrastructure permit for the property may be issued in accordance with the terms of Article 14.2 of the Development Agreement.**

VARIANCE FINDINGS

1. Policy 2 (Absolute) of Section 9-1-19 of the Development Code “Policy 2 (Absolute)” provides, in pertinent party, as follows:

Land Use Guidelines have been adopted for the Town and surrounding areas by the Breckenridge Town Council. To promote the health, safety and general welfare of the community, all developments

shall be reviewed against the Land Use Guidelines and, where applicable, an approved master plan. Each development located within the boundaries of the . . . Cucumber Gulch protection overlay district as defined in the Land Use Guidelines shall comply with all of the regulations applicable to such overlay district.

2. A portion of the property that is the subject of this Application is located within the Cucumber Gulch Overlay Protection District (the “**Cucumber Gulch Overlay District**”).
3. Because the property that is the subject of this Application is located within the Cucumber Gulch Overlay District, Policy 2 (Absolute) requires the proposal to comply with all of the regulations applicable to the Cucumber Gulch Overlay District.
4. The Town’s regulations that are applicable to development proposed within the Cucumber Gulch Overlay District are contained in Ordinance No. 9, Series 2000, entitled “An Ordinance Amending the Town of Breckenridge Land Use Guidelines By Establishing The Cucumber Gulch Overlay Protection District; and Making Amendments to the Breckenridge Development Code Related Thereto”, adopted by the Town Council of the Town of Breckenridge on February 22, 2000. Such regulations are currently in full force and effect, and are referred to in this document as the “**Cucumber Gulch Regulations.**” Although the Cucumber Gulch Regulations have been amended since they were adopted in 2000, none of the amendments are relevant to this variance request.
5. In addition to being located within the Cucumber Gulch Overlay District, the property that is the subject of this Application is located within the “Preventive Management Area (PMA)” as defined and described in the Cucumber Gulch Regulations.
6. Section 8.4 of the Cucumber Gulch Regulations provide, in pertinent part, as follows:

8.4 Prohibitions Within the PMA. The following are prohibited within the PMA, unless specifically approved by the Town pursuant to Paragraph 14 of these Regulations:

C. Placement of material such as soil or gravel.

D. Removal or excavation of material such as soil, gravel or vegetation.

. . .

K. Construction of any water quality facility, including, but not limited to detention ponds and monitoring stations, unless located on non-wetland areas of the PMA as approved by the Town. Town approval shall involve the consideration of an analysis of the least environmentally damaging practicable alternative, including alternative sites outside the PMA. Approval by applicable regulatory agencies must be obtained.
7. The applicant seeks a variance from the prohibitions of Sections 8.4 (C), (D, and (K) of the Cucumber Gulch Regulations in order to expand the water quality detention facility and add new groundwater discharge outlets and a new water outlet.
8. All required notice with respect to the hearing on the applicant’s request for a variance has been given as required by the Development Code.
9. An absolute policy is defined by Section 9-1-5 of the Town’s Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code) as “a policy which, unless irrelevant to the development, must be implemented for a permit to be issued. The policies are described in section 9-1-19 of this chapter.”

10. By virtue of their inclusion in Policy 2 (Absolute) the Cucumber Gulch Regulations are treated as an absolute policy.
11. The Application does not comply with the prohibitions of Sections 8.4 (C), (D), and (K) of the Cucumber Gulch Regulations. Therefore, unless a variance is granted with respect to the requirements of such regulations, the Application will have to be denied pursuant to Section 9-1-18-2(E)(5) of the Development Code. (“If the proposed development does not implement all affected absolute policies (subject to variance) . . . the Planning Commission shall deny the permit.”)
12. Paragraph 14(A) of the Cucumber Gulch Regulations, entitled “Relief Procedures”, sets forth additional special rules for the granting of a variance from the provisions of the Cucumber Gulch Regulations. The normal variance procedures and requirements of the Development Code do not apply to the consideration and approval of a variance request under the Cucumber Gulch Regulations.
13. Paragraph 14 (A) *Relief Procedures* of the Cucumber Gulch Overlay Protection District ordinance provides, in pertinent part, as follows:
 - A. The Planning Commission . . . may grant a variance, exception or waiver of any requirement of these Regulations (collectively, “variance”) upon a written request by a developer or owner of property subject to these Regulations.” A variance shall be granted only upon finding that . . . (b) the purposes of these Regulations will be adequately served by an alternative proposal or requirement (including any required mitigation, which shall be within the District), and (i) the granting of the variance will not result in a substantial degradation of the natural and wildlife features of Cucumber Gulch, and (ii) there is no other practical alternative. No variance by itself or in combination with other variances shall have the effect of nullifying the intent and purpose of these Regulations. Section 9-1-11 of the Breckenridge Development Code is not applicable to the granting of a variance under these Regulations.”
14. Town of Breckenridge Engineering Staff has reviewed the application and determined that the proposed expansion of the water quality detention facility and addition of three new groundwater discharge outlets and a new water outlet will not negatively impact the health of the Cucumber Gulch.
15. The Planning Commission has received and considered the evidence submitted in connection with the applicant’s request for a variance; and based upon such evidence makes the following findings as required by the Paragraph 14 of the Cucumber Gulch Regulations:
 - A. The purposes of the Cucumber Gulch Regulations will be adequately served by the applicant’s proposal as described in the Application.

Reason/Factual Basis for Finding: The purposes of the Cucumber Gulch Regulations are to protect the health, safety and welfare of the community, and to protect the open space and habitat values of Cucumber Gulch. The applicant’s proposal will further the purposes of the Cucumber Gulch Regulations by protecting wetland function in the area with an improved water quality detention facility and groundwater discharge outlets.

B. The granting of the requested variance will not result in substantial degradation of the natural and wildlife features of Cucumber Gulch.

Reason/Factual Basis for Finding: The applicant has proposed a series of Best Management Practices during the implementation of this project and ongoing maintenance. These include erosion control methods, use of native seed mix, and use of biodegradable fabrics to ensure adequate native revegetation in the area.

C. There are no other practical alternatives to those proposed by the Applicant in the Application.

Reason/Factual Basis for Finding: There are no practical alternatives to the applicant's proposal. The alternative measures outlined in the staff report will not achieve the desired outcome.

D. The variance sought by the Application, either by itself or in combination with other variances, will not have the effect of nullifying the intent and purpose of the Cucumber Gulch Regulations.

Reason/Factual Basis for Finding: This variance will not have the effect of nullifying the intent and purpose of the Cucumber Gulch Regulations. The regulations will remain in effect, and the proposed project is expected to have a positive effect on the community, public health, and welfare of wildlife in Cucumber Gulch.

Accordingly, the applicant's request for a variance from the prohibitions of Sections 8.4(C), 8.4(D), and 8.4(K) of the Cucumber Gulch Regulations in order to expand the water quality detention facility and construct groundwater discharge outlets as described in the application is GRANTED with the conditions set forth below, and the application is determined to comply with the requirements of Policy 2 (Absolute) of the Development Code.

16. **The Commission finds that Policy 47 (Absolute) of Section 9-1-19-D.3. of the Development Code "Fences, Gates And Gateway Entrance Monuments" regarding pet fences was meant to regulate the height, design form, and area of pet fencing within a single-family residential setting and should not apply to commercial pet kennel fencing. A variance to Policy 47 is GRANTED to allow for a pet fence that is greater than 54" in height and an area larger than 400 sq. ft. for the commercial outdoor dog play area.**
17. **In recognition of the operational efficiencies and needs gained from centralized building operations and whole ownership of residential units, the following employee generation rates shall be used for calculating required employee housing pursuant to Section 9-1-19-24A.C.2 of the Development Code:**
 - a. **Condominium-whole ownership units: 0.33 employees per unit**
 - b. **Bar/Lobby bar: 4.41 employees per 1,000 square feet**
 - c. **Bar/Speakeasy: 4.28 employees per 1,000 square feet**
 - d. **Private dining areas: 4.75 employees per 1,000 square feet**
18. **Employee housing shall be provided off-site, as more particularly set forth in Section 8.1(e)(ii) of the Development Agreement. For purposes of that section, the Town acknowledges that Parcel 7 has been annexed into the Town prior to the issuance of a certificate of occupancy for Parcel 4.**

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 **May 13, 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. All hazardous materials used in construction of the improvements authorized by this permit shall be disposed of properly off site.
7. 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.
8. At the point where the driveway opening ties into the road, the driveway shall continue for five feet at the same cross slope grade as the road before sloping to the residence. This is to prevent snow plow equipment from damaging the new driveway pavement.
9. 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.
10. **Improvement location certificates of the height of the top of the foundation wall, and the height of the upper story plate heights of the building must be submitted and approved by the Town during the various phases of construction. The final building height of any Parcel 4 building shall not exceed the elevation of the existing east cross gable of One Ski Hill Place at any location.**
11. **In addition to the parking spaces required to be provided, Applicant shall provide, and reserve in perpetuity, up to thirty-five (35) parking spaces for Vail Summit Resorts, Inc. ("VSRI") on-site employees and six (6) oversized/ADA indoor garage parking stalls for use by the Breckenridge Outdoor Education Center ("BOEC"). These spaces may not be used by the general public or for any other use but for parking for on-site VSRI employees or BOEC activities.**

PRIOR TO ISSUANCE OF BUILDING PERMIT OR EXCAVATION/INFRASTRUCTURE PERMIT

12. Applicant shall submit proof of ownership of the project site.
13. **Prior to issuance of a building permit, Applicant shall submit documentation of REMP mitigation in accordance with the three-step approach outlined in the Development Agreement Article 8.2f. (i-iii).**
14. **The Town shall allow temporary structures during construction as outlined in the Development Agreement Article 8.2.g.**
15. Applicant shall submit and obtain approval from the Town Engineer of final drainage, grading, utility, and erosion control plans.
16. The applicant shall submit to the Town Engineer Final construction plans for approval prior to beginning any site, grading, utility or roadway improvements on the project.
17. The applicant shall obtain Final plan approval of the proposed sanitary sewer system from the Upper Blue Sanitation District prior to any construction.
18. The applicant shall obtain Final plan approval of the proposed domestic water system from the Town of Breckenridge Water Division prior to any construction.

19. The applicant shall submit to the Town Engineer and receive Town approval of a drainage design memo updating any proposed revisions to previous accepted drainage concepts for Peak 8 prior to any construction.
20. The applicant shall submit to the Town Engineer Final construction plans and related report, for approval prior to any construction, detailing the proposed subsurface drainage system and related new discharge of the under-drain system back to Cucumber Gulch.
21. Applicant shall submit to and obtain approval from the Town Engineer of a final hydrogeological report, mitigation plan and drawings identifying all impacts to the Cucumber Gulch PMA as a result of this development. Final details of the Stormwater Management Plan/Best Management Practices (BMPs) plan shall be submitted to and approved by the Town Engineer.
22. 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.
23. **Applicant shall submit and obtain approval from the Town of a construction staging plan indicating construction fencing installed at the disturbance boundaries, 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 in 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. Project staging and contractor parking is not to occur within the Ski Hill Road right-of-way except for portions of the project directly related to PMA and Ski Hill Road improvements.**
24. Applicant shall provide copies of all required Federal and State permits to the Town. Such permits may include, but are not limited to, USACE wetlands permits, FEMA amendments and revisions, and CDHPE Storm Water Management Plans and dewatering permits.
25. Prior to issuance of a building permit, Applicant shall obtain a Colorado Department of Transportation (CDOT) access permit for the project.
26. 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.
27. Applicant shall submit and obtain approval from Town staff of a cut sheet detail for all exterior lighting 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 not exceed 3,000 kelvins in temperature and 950 lumens in intensity. Exterior residential lighting shall not exceed 15 feet in height from finished grade, 7 feet above upper decks or 10 feet for recessed lighting in eave overhangs. Pedestrian pathway lighting shall not exceed 10 feet in height from finished grade. Pole lights may have a maximum of two (2) light sources per pole.
28. **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, which notice shall include substantial evidence of the public infrastructure's preconstruction 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.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

29. Prior to issuance of a certificate of occupancy for Lot 4, Applicant must provide all required employee housing mitigation on Parcel 7 subject to the terms of the Development Agreement Article 8.1 e.
30. Prior to issuance of any certificate of occupancy for Lot 4, Applicant shall execute and record with the Summit County Clerk and Recorder a covenant and agreement running with the land, in a form acceptable to the Town Attorney, requiring that a guest transit system as proposed, remains in operation in perpetuity.
31. Prior to issuance of the last final certificate of occupancy for Lot 4, Applicant shall execute and record with the Summit County Clerk and Recorder a covenant and agreement running with the land, in a form acceptable to the Town Attorney, requiring that the landscaping as proposed, remains installed and maintained in perpetuity.
32. Prior to issuance of the last final certificate of occupancy for Lot 4, Applicant shall execute and record with the Summit County Clerk and Recorder a covenant and agreement running with the land, in a form acceptable to the Town Attorney, requiring that three (3) Electric Vehicle charging stations be installed and maintained in working operation in perpetuity.
33. Prior to issuance of the last final certificate of occupancy for Lot 4, Applicant shall submit a final energy analysis showing the entire project, as constructed, exceeds the 2018 IECC energy standards by 20 percent or more.
34. Prior to issuance of the last final certificate of occupancy for Lot 4, Applicant shall record public access easements for the east trails and west walkway as depicted on the plans in a form approved by the Town.
35. Prior to issuance of any final certificate of occupancy for any building on Lot 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 in accordance with Article 2.7(a) of the Development Agreement.
36. Prior to the issuance of any certificate of occupancy for any building on Lot 4, Applicant shall pay \$125,000 to the Town to be applied to the improvement and management of conservation of the Town's Cucumber Gulch property per Article 2.7(b) of the Development Agreement.
37. Prior to issuance of the last final certificate of occupancy for Lot 4, Applicant shall enter into a lease with the Breckenridge Outdoor Education Center, a Colorado nonprofit corporation ("BOEC") for approximately 1,500 square feet of space in the Proposed Development and provide a copy to the Town. The term of such lease shall be at least fifty (50) years, and the rent for such space shall be \$1.00 per year. The lease shall otherwise contain terms that are mutually acceptable to Developer and the BOEC.
38. Upon issuance of the last final certificate of occupancy for Lot 4, Applicant shall provide for the abandonment of any vehicle right of access to the property from Saw Mill Run Road.
39. Applicant shall, at the end of the first year after issuance of the last final certificate of occupancy for the property and every year thereafter for the first five (5) years after issuance of such final certificate

of occupancy, 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.

40. **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.**
41. **Upon issuance of the last final certificate of occupancy for Lot 4, Applicant shall execute an encroachment license agreement for any landscaping installed within the Town right of way.**
42. **Prior to issuance of the last final certificate of occupancy, Applicant shall construct all CDOT access permit required improvements to the intersection of Ski Hill Road and Highway 9.**
43. Applicant shall revegetate all disturbed areas where revegetation is called for, with a minimum of 2 inches topsoil, seed and mulch.
44. Applicant shall remove all vegetation and combustible material from under all eaves and decks.
45. 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.
46. Applicant shall screen all utilities.
47. 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 not exceed 3,000 kelvins in temperature and 950 lumens in intensity. Exterior residential lighting shall not exceed 15 feet in height from finished grade, 7 feet above upper decks or 10 feet for recessed lighting in eave overhangs. Pedestrian pathway lighting shall not exceed 10 feet in height from finished grade. Pole lights may have a maximum of two (2) light sources per pole.
48. 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.
49. 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.
50. 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.**

51. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.
52. 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

53. **Per the Development Agreement dated May 23, 2024, and recorded at Reception No. 1331127 with the Summit County Recorder, regarding accommodation unit licensing, upon the issuance of a certificate of occupancy for any residential unit on Parcel 4, the Town will place the residential unit for which the certificate of occupancy has been issued in the short-term rental Resort Zone.**

(Initial Here)

	Final Hearing			
Project:	Imperial Hotel and PMA Variance	Positive	Points	+29
PC#	PL-2024-0475			
Date:	5/6/2025	Negative	Points	- 23
Staff:	Sarah Crump, AICP, Senior Planner			
		Total	Allocation:	+6
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 with PMA Variance granted		Complies with underlying Amended Master Plan for Peak 7&8. PMA Variance Required.
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
6/A	Building Height			
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)	- 10	The height of the tallest portion of this building is 72'-11", measured from the mean to established finished grade below. This exceeds the building height recommended in the land use guidelines by more than 1/2 story and less than one story and will incur negative ten (-10) points.
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	- 1	Has an unbroken ridgeline >50'.
	For all Single Family and Duplex/Multi-family Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		Waived per devleopment agreement.
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	N/A		Signs will be reviewed separately from this application.
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	N/A		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)	+1	The drawings show the refuse and recycling located within the building mass.
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		

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

29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+2	+2	The applicant has provided an energy analysis from Group 14 stating energy savings of 27% above IECC standards.
33/R	Savings of 30%-39%	+3		
33/R	Savings of 40%-49%	+4		
33/R	Savings of 50%-59%	+5		
33/R	Savings of 60%-69%	+6		
33/R	Savings of 70%-79%	+7		
33/R	Savings of 80% +	+8		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)	- 9	Heated paving greater than 5,000 sq. ft.
33/R	Installed EV Chargers	1X(0/+3)	+3	Installation of three EV chargers above the IECC requirements.
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)	- 3	Outdoor pools and spas of 1,148 sq. ft.
	Other Design Feature	1X(-4/+4)	+4	Installation of weather monitoring heated paving control system.
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Special Areas - Community Entrance	4x(-2/0)		
37/R	Special Areas - Individual Sites	3x(-2/+2)		
37/R	Special Areas - Blue River	2x(0/+2)		
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		
49/A	Vendor Carts	Complies		

DrawingAutodesk Docs://Peak 8/2023024.40-Peak 8.rvt
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DEVELOPMENT SUMMARY			
April 28, 2025			
GENERAL	HEIGHT(STORIES)		7
	GROSS BUILDING TOTAL SF	408,775	
	TOTAL FRACTIONAL CONDO UNITS INCLUDING LOCK-OFF UNITS	90	
	TOTAL WHOLE CONDO UNITS INCLUDING LOCK-OFF UNITS	45	
	TOTAL HOTEL UNITS	36	
	TOTAL THs (UPHILL AND DOWNHILL)	9	
	TOTAL PARKING DEMAND	192	
	TOTAL PARKING PROVIDED	209	
	ADDITIONAL SFE IMPACT DUE TO AMENITY COVERAGE	1.49	
	TOTAL SFES	219.98	
FRACTIONAL CONDO UNITS	NAME	AREA (SF)	COUNT
	COLORADO	7,004	6
	2 BR	29,471	18
	4 BR	31,245	12
FRACTIONAL CONDO UNIT TOTAL		67,720	
*FRACTIONAL CONDO UNIT TOTAL INCLUDES 36 COLORADO UNITS + 54 SUITES = 90			
TOTAL KEYS			
WHOLE CONDO UNITS	NAME	AREA (SF)	COUNT
	1 BR	1,318	1
	2 BR	12,832	8
	3 BR	10,800	5
	4 BR	19,410	7
	5 BR	7,235	2
WHOLE CONDO UNIT TOTAL		51,595	
*WHOLE CONDO UNIT TOTAL INCLUDES 23 UNITS + 22 LOCK-OFF UNITS = 45			
TOWNHOME UNITS	NAME	AREA (SF)	COUNT
	UPHILL UNITS	19,685	5
	DOWNHILL UNITS	13,491	4
UNIT TOTAL		33,176	9
HOTEL	NAME	AREA (SF)	COUNT
	HOTEL	16,027	36
	HOTEL TOTAL	16,027	36
AMENITY	NAME	AREA (SF)	
	AMENITY	28,354	
	CONCERGE	197	
	OPC	82	
	OUTDOOR AMENITY	724	
	OWNER STORAGE	1,325	
TOTAL		30,682	
COMMERCIAL	NAME	AREA (SF)	
	BAR	469	
	KENNEL	591	
	KITCHEN	1,563	
	MARKET	1,212	
	PET CHECK-IN	156	
	PET PLAY	1,157	
	PRIVATE DINING	421	
	RESTAURANT	4,587	
	VAIL SKI SHOP	2,824	
	SPA	3,474	
	SPEAKEASY	1,147	
	TOTAL	17,601	
GUEST SERVICES	NAME	AREA (SF)	
	BOEC	1,608	
	VAIL OFFICE	1,385	
TOTAL		2,993	
COMMON/ CIRCULATION	NAME	AREA (SF)	
	CIRCULATION	43,876	
	ELEVATORS	878	
	LOBBY	2,109	
	STAIR	4,736	
	VESTIBULE	67	
TOTAL		51,666	
SUPPORT	NAME	AREA (SF)	
	AQUATICS SUPPORT	2,786	
	BOH	5,693	
	FOOD SERVICE/BOH	264	
	HOLDING	292	
	LOBBY SUPPORT	1,529	
	MEP	8,490	
	RR	2,447	
	STORAGE	639	
	SUPPORT	4,041	
	TRASH/RECYCLING	1,500	
TOTAL		27,681	
PARKING	NAME	AREA (SF)	
	PARKING	109,634	
GROSS TOTAL		408,775	

PARKING REQUIREMENTS
AMENITY = 0 (PER MASTER PLAN)
HOTEL (36 TOTAL) = 36 SPACES (1 PER UNIT)
WHOLE OWNERSHIP CONDO (23 TOTAL) = 23 SPACES (1 PER UNIT PER MASTER PLAN)
CONDO LOCK-OFFS (22 TOTAL) = 11 SPACES (.5 PER EACH DIVISIBLE ROOM PER DEV. CODE)
CONDO FRACTIONAL UNITS (36 TOTAL) = 36 SPACES (1 PER UNIT)
CONDO FRACTIONAL LOCK-OFFS (54 TOTAL) = 27 SPACES (.5 PER DEV. CODE)
RESTAURANT/BARS/SPEAKEASY = 0 SPACES (PER MASTER PLAN)
SPA = 9 SPACES (1 PER 400SF)
THS(0 TOTAL) = 9 SPACES (1 PER UNIT)
BOEC = 6 SPACES (PER DEV. AGREEMENT)
VAIL RESORTS = 36 SPACES (PER DEV. AGREEMENT)
TOTAL PARKING = 192 SPACES REQUIRED
TOTAL PARKING PROVIDED = 209

THE IMPERIAL / PARCEL 4

1599 SKI HILL RD., BRECKENRIDGE, CO 80424

FINAL CLASS A SITE PLAN SUBMITTAL

MARCH 17, 2025

CONCEPTUAL RENDERING



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

SIGNATURE BLOCK

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

GAS FIREPLACES

FRACTIONAL TOTAL	36
CONDO TOTAL	23
UPHILL TOWNHOME TOTAL	10
DOWNHILL TOWNHOME TOTAL	8
COMMON AREA TOTAL	3
GRAND TOTAL	80

PROJECT DIRECTORY

OWNER:
P8E GRANDVIEW, LLC
100 S Main Street
Breckenridge, CO 80424
tel. 970-453-8883
email. gfrank@breckenridgegrandvacations.com
Contact: Graham Frank

SURVEYOR:

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Contact: Bill Campie

LANDSCAPE ARCHITECT:

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Contact: Chris Durlao

SHEET INDEX

NUMBER	NAME	NUMBER	NAME
ARCHITECTURE		L106	SITE FENCE PLAN
G000	COVER SHEET	L200	FENCING EXHIBIT
CIVIL		L300	PLANTING PLAN
C-001	LEGEND AND ABBREVIATIONS	L301	PLANTING PLAN
C-101	EXISTING CONDITIONS PLAN	L302	PLANTING PLAN
C-102	INITIAL EROSION CONTROL PLAN	L303	PLANTING PLAN
C-103	DEMOLITION PLAN	L304	PLANT SCHEDULE
C-105	CIVIL SITE PLAN	L400	ILLUSTRATIVE
C-106	GRADING & DRAINAGE PLAN	ARCHITECTURE	
C-107	DETAILED GRADING AND DRAINAGE PLAN	A100	LEVEL 1 PLAN
C-108	DETAILED GRADING AND DRAINAGE PLAN	A101	LEVEL 2 PLAN
C-109	DETAILED GRADING AND DRAINAGE PLAN	A102	LEVEL 3 PLAN
C-110	DETAILED GRADING AND DRAINAGE PLAN	A103	LEVEL 4 PLAN
C-111	DETAILED GRADING AND DRAINAGE PLAN	A104	LEVEL 5 PLAN
C-112	DETAILED GRADING AND DRAINAGE PLAN	A105	LEVEL 6 PLAN
C-113	DETAILED GRADING AND DRAINAGE PLAN	A106	LEVEL 7 PLAN
C-116	OVERALL COMPOSITE UTILITY PLAN	A107	ROOF PLAN
C-200	DRIVEWAY PLANS AND PROFILES	A108	PHASING DIAGRAMS
C-201	DRIVEWAY PLAN AND PROFILE	A200	ELEVATIONS
C-202	WATER MAIN 1 PLAN AND PROFILE	A201	ELEVATIONS
C-203	WATER LINES 1 AND 2 PLANS PROFILE	A300	BUILDING SECTIONS
C-204	SANITARY SEWER SERVICES PLANS AND PROFILES	A900	SITE PANORAMIC PHOTOS
C-500	CIVIL SITE DETAILS	A901	BUILDING PERSPECTIVES
C-501	DRAINAGE DETAILS	A902	BUILDING PERSPECTIVES
C-502	EROSION CONTROL DETAILS	A903	SOLAR STUDIES
LANDSCAPE		A904	MATERIAL BOARD
L100	LANDSCAPE SITE PLAN	ELECTRICAL	
L101	LOT COVERAGE PLAN	EP100	PHOTOMETRIC LIGHTING PLAN
L102	OVERALL CIRCULATION PLAN	EP400	LIGHTING DETAILS
L103	SNOW MANAGEMENT PLAN	EP401	LIGHTING DETAILS
L104	EXISTING TREE MANAGEMENT PLAN	EP402	LIGHTING DETAILS
L105	SITE WALL MATERIALS PLAN		

PROJECT INFORMATION

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

VICINITY MAP



NOT FOR CONSTRUCTION

DRAWN BY: DTJ
CHECKED BY: DTJ
PROJECT NO: 2023024.40
ISSUE DATE: 03/17/2025
REVISIONS: 04/30/2025
SHEET TITLE:

COVER SHEET

SHEET NUMBER:

G000

PROJECT CONTACT INFORMATION

OWNER
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(970) 468-6680
RON.HICKMAN@CENTURYLINK.COM

CABLE TV & COMMUNICATIONS UTILITY
COMCAST CABLE COMMUNICATIONS
CONTACT: DAVE STEPISNIK
(303) 684-3329

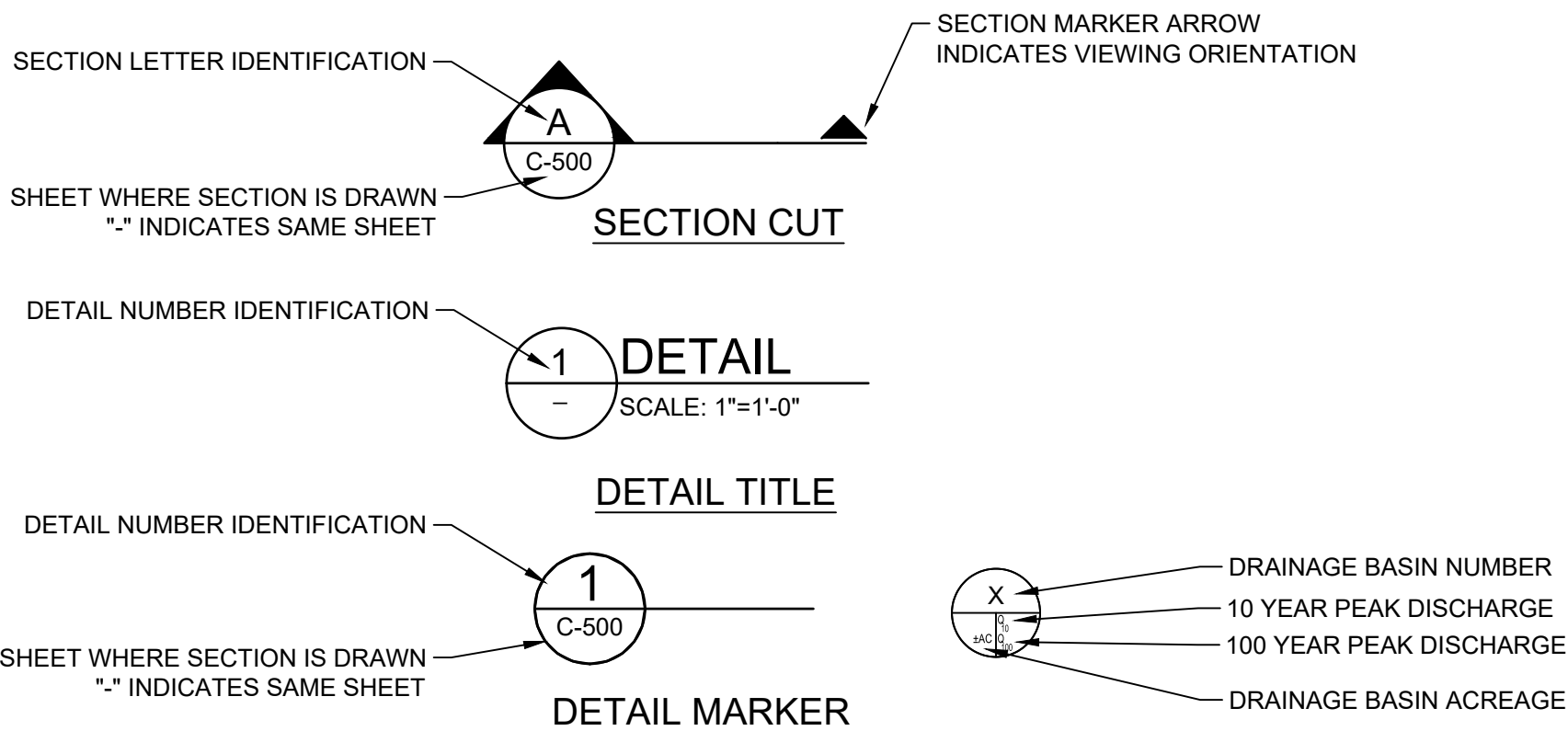
LEGEND

EXISTING		PROPOSED	
	BUILDING		BUILDING
	PROPERTY LINE		RIGHT-OF-WAY LINE
	RIGHT-OF-WAY		EASEMENT
	EASEMENT		PROPOSED MAJOR CONTOURS (5' INT.)
	SECTION LINE		PROPOSED MINOR CONTOURS (1' INT.)
	MINOR CONTOUR (1' INT)		ASPHALT PAVEMENT
	MAJOR CONTOUR (5' INT)		RIPRAP
	RETAINING WALL		TRM VEGETATED DITCH
	ASPHALT		CONCRETE PAVEMENT
	GRAVEL DRIVEWAY		CONCRETE PAVEMENT WITH SNOWMELT
	CONCRETE		PAVERS
	RIPRAP		SANITARY SEWER LINE
	SANITARY SEWER LINE		WATER LINE
	WATER LINE		STORM SEWER LINE
	STORM SEWER LINE		ELECTRIC LINE
	ELECTRIC LINE		GAS LINE
	FIBER OPTIC LINE		SANITARY SEWER MANHOLE
	GAS LINE		WATER VALVE
	TELEPHONE/COMMUNICATION LINE		FIRE HYDRANT
	TV LINE		FLARED END SECTION
	ELEC, PHONE, COMM, GAS LINE		STORM SEWER INLET
	LIGHT POLE		STORM SEWER MANHOLE
	ELECTRIC TRANSFORMER		STORM SEWER WATER QUALITY VAULT
	TELEPHONE PEDESTAL		STORM SEWER TRENCH DRAIN
	COMMUNICATION VAULT OR PEDESTAL		ELECTRIC TRANSFORMER
	SANITARY SEWER MANHOLE		FENCE
	FIRE HYDRANT		POINT OF ANALYSIS
	WATER VALVE		PROPOSED DRAINAGE BASIN
	STORM SEWER INLET / CATCH BASIN		PROPOSED FLOW ARROW
	STORM SEWER STRUCTURE		
	TREE		
	EXISTING SLOPE GREATER THAN 50%		

ABBREVIATIONS

AC	ACRE
ABC	AGGREGATE BASE COURSE
BOS	BOTTOM OF STAIRS
BOW	BOTTOM OF WALL
BVCS	BEGIN VERTICAL CURVE STATION
BLDG	BUILDING
C	CHORD
CB	CATCH BASIN
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CFS	CUBIC FEET PER SECOND
CL	CENTERLINE, CLASS
OMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CY	CUBIC YARD
DEMO	DEMOLISH
DIP	DUCTILE IRON PIP
E	EAST, EASTING
EG	EXISTING GRADE
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATION, ELEVATOR
EOA	EDGE OF ASPHALT
EOC	EDGE OF CONCRETE
EOCP	EDGE OF CONCRETE PANS
EOG	EDGE OF GRAVEL
EOR	EDGE OF ROAD
EVCS	END VERTICAL CURVE STATION
EX TC	EXISTING TOP/BACK OF CURB
FES	FLARED END SECTION
FF	FINISH FLOOR
FG	FINISH GRADE
FS	FINISHED SURFACE
FT,'	FOOT, FEET
FH	FIRE HYDRANT
FL	DITCH FLOWLINE
GV	GATE VALVE
HC	HANDICAP RAMPS
HDPE	HIGH DENSITY POLYETHYLENE
HGL	HYDRAULIC GRADE LINE
HORIZ	HORIZONTAL
HMA	HOT MIX ASPHALT
IN, "	INCH
INV	INVERT
IE	INVERT ELEVATION
L	LENGTH, LEFT,LINE
LF	LINEAR FEET
MH	MANHOLE
N	NORTH, NORTHING
NO.	NUMBER
NTS	NOT TO SCALE
OFF	OFFSET
PC	POINT OF CURVATURE
PH	PHASE
PI	POINT OF INTERSECTION
PT	POINT OF TANGENCY
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS, RIGHT
ROW	RIGHT-OF-WAY
RCBC	REINFORCED CONCRETE PIPE, BOX CULVERT
RCP	REINFORCED CONCRETE PIPE
RCPA	REINFORCED CONCRETE PIPE, ARCH
S	SOUTH
SD	STORM DRAIN
SS	SEWER SERVICE
STA	STATION
STMH	STORM MANHOLE
STRM	STORM DRAIN
SHT	SHEET
SWMP	STORMWATER MANAGEMENT PLAN
TB	THRUST BLOCK
TBOC	TOP BACK OF CURB
TOC	TOP OF CONCRETE
TOS	TOP OF STRUCTURE, TOP OF STAIRS
TOW	TOP OF WALL
TYP	TYPICAL
USFS	UNITED STATES FOREST SERVICE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
W	WEST

MARKER DESCRIPTORS



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



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

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



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CHECKED BY:	CDD
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SHEET TITLE:
LEGEND AND ABBREVIATIONS

SHEET NUMBER:

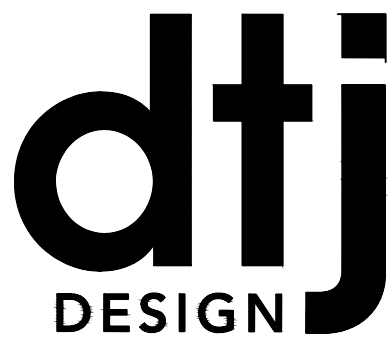
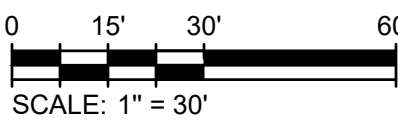
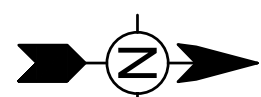
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LEGEND

SLOPES GREATER THAN 50%



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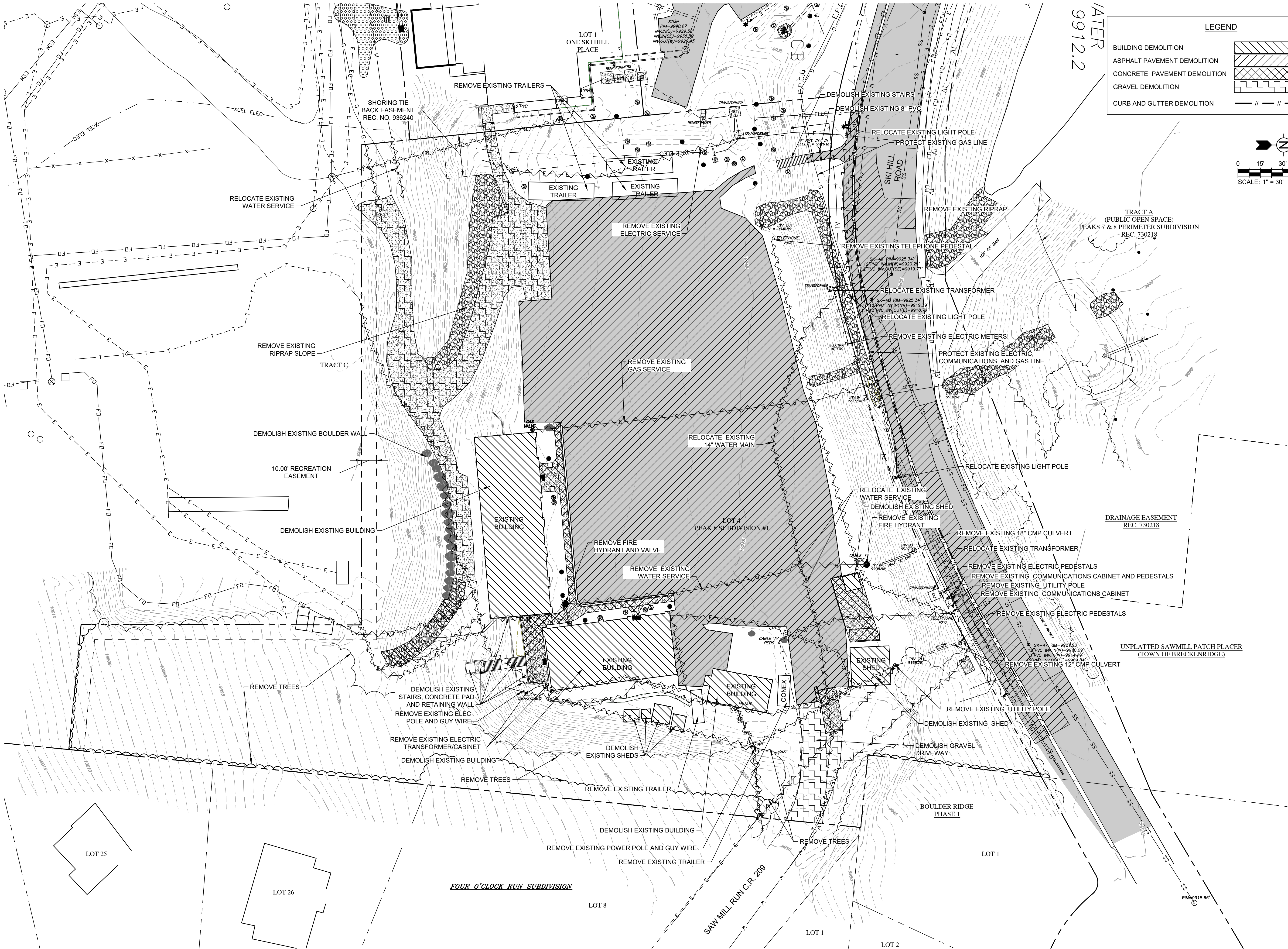
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EXISTING
CONDITIONS
PLAN

SHEET NUMBER:

C-101

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LEGEND

BUILDING DEMOLITION
ASPHALT PAVEMENT DEMOLITION
CONCRETE PAVEMENT DEMOLITION
GRAVEL DEMOLITION
CURB AND GUTTER DEMOLITION

0 15' 30' 60'
SCALE: 1" = 30'

9912.2

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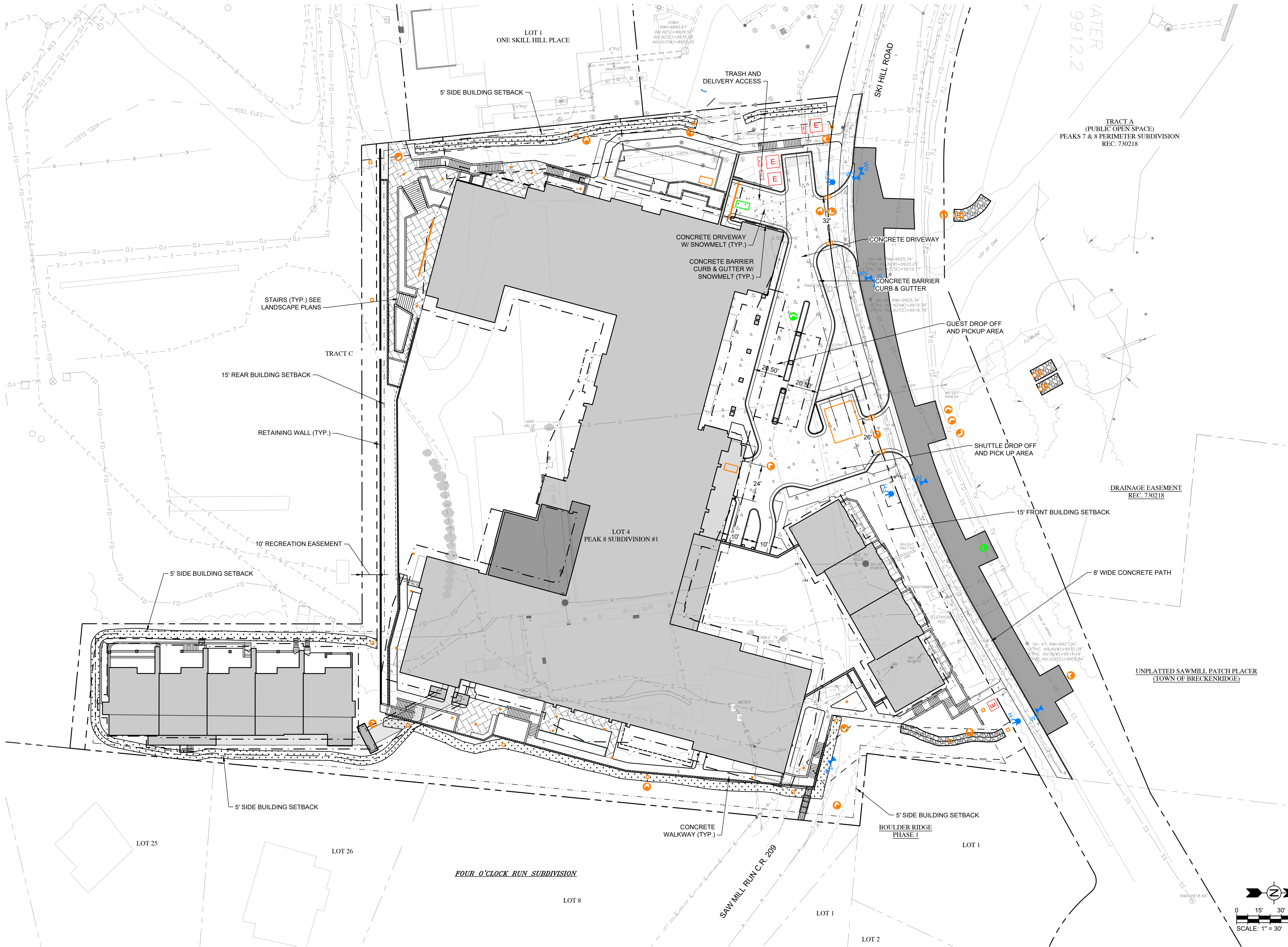
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**DEMOLITION
PLAN**

SHEET NUMBER:

C-103

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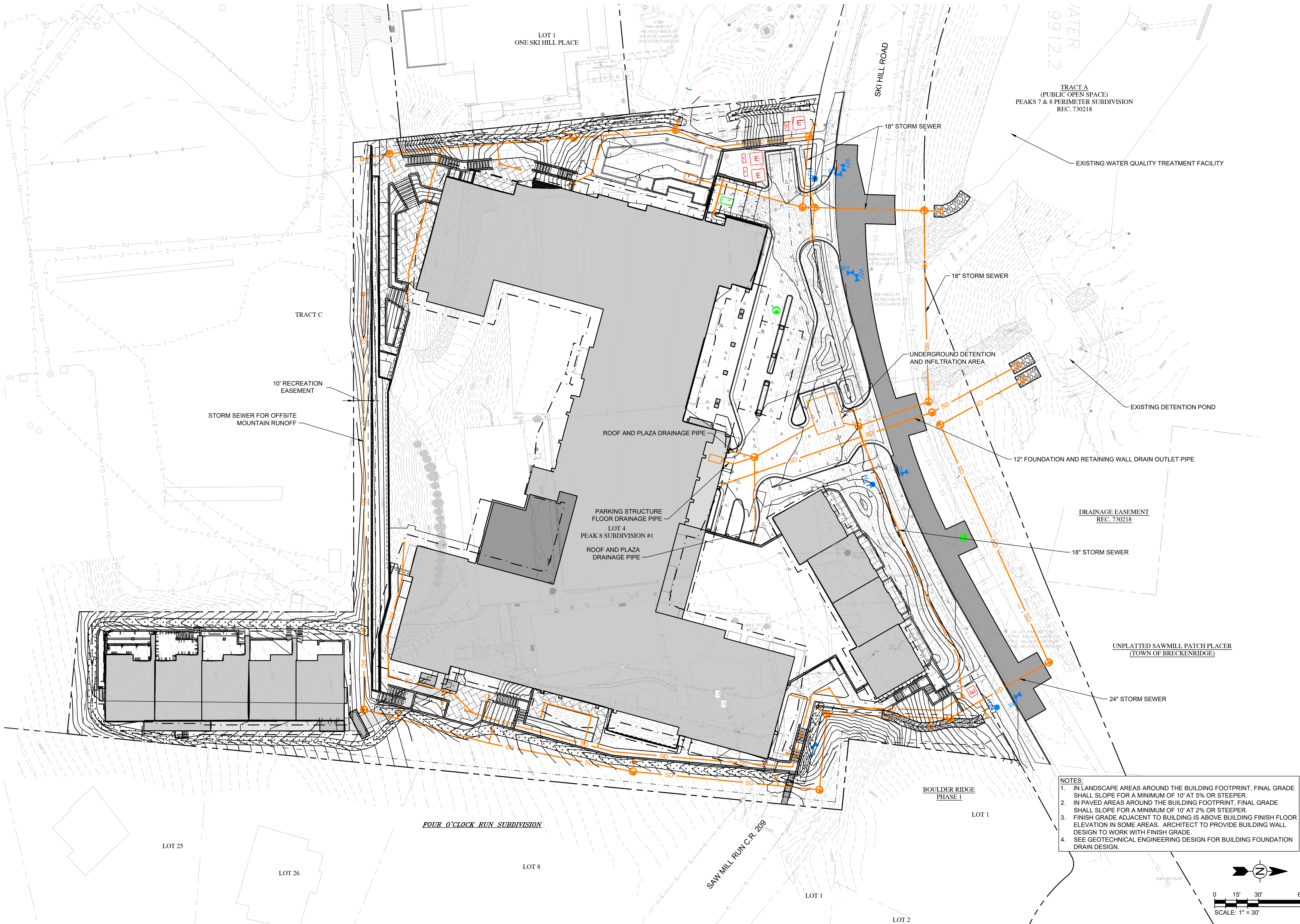
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SHEET TITLE:
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PLAN

SHEET NUMBER:

C-105

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- NOTES:
1. IN LANDSCAPE AREAS AROUND THE BUILDING FOOTPRINT, FINAL GRADE SHALL SLOPE FOR A MINIMUM OF 10' AT 5% OR STEEPER.
 2. IN PAVED AREAS AROUND THE BUILDING FOOTPRINT, FINAL GRADE SHALL SLOPE FOR A MINIMUM OF 10' AT 2% OR STEEPER.
 3. FINISH GRADE ADJACENT TO BUILDING IS ABOVE BUILDING FINISH FLOOR ELEVATION IN SOME AREAS. ARCHITECT TO PROVIDE BUILDING WALL DESIGN TO WORK WITH FINISH GRADE.
 4. SEE GEOTECHNICAL ENGINEERING DESIGN FOR BUILDING FOUNDATION DRAIN DESIGN.

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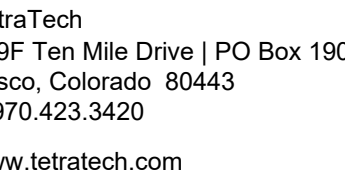
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GRADING AND
DRAINAGE
PLAN
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C-106

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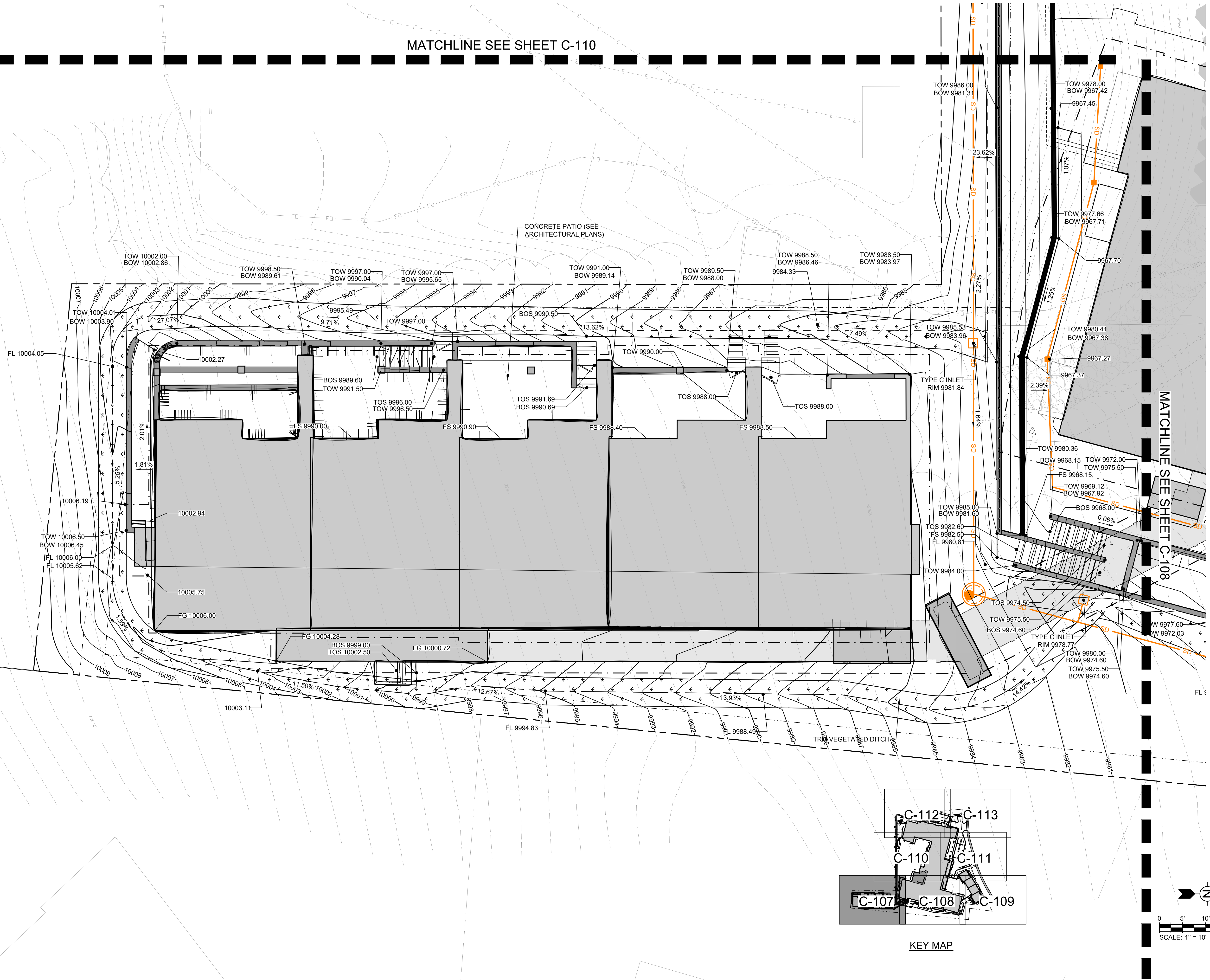


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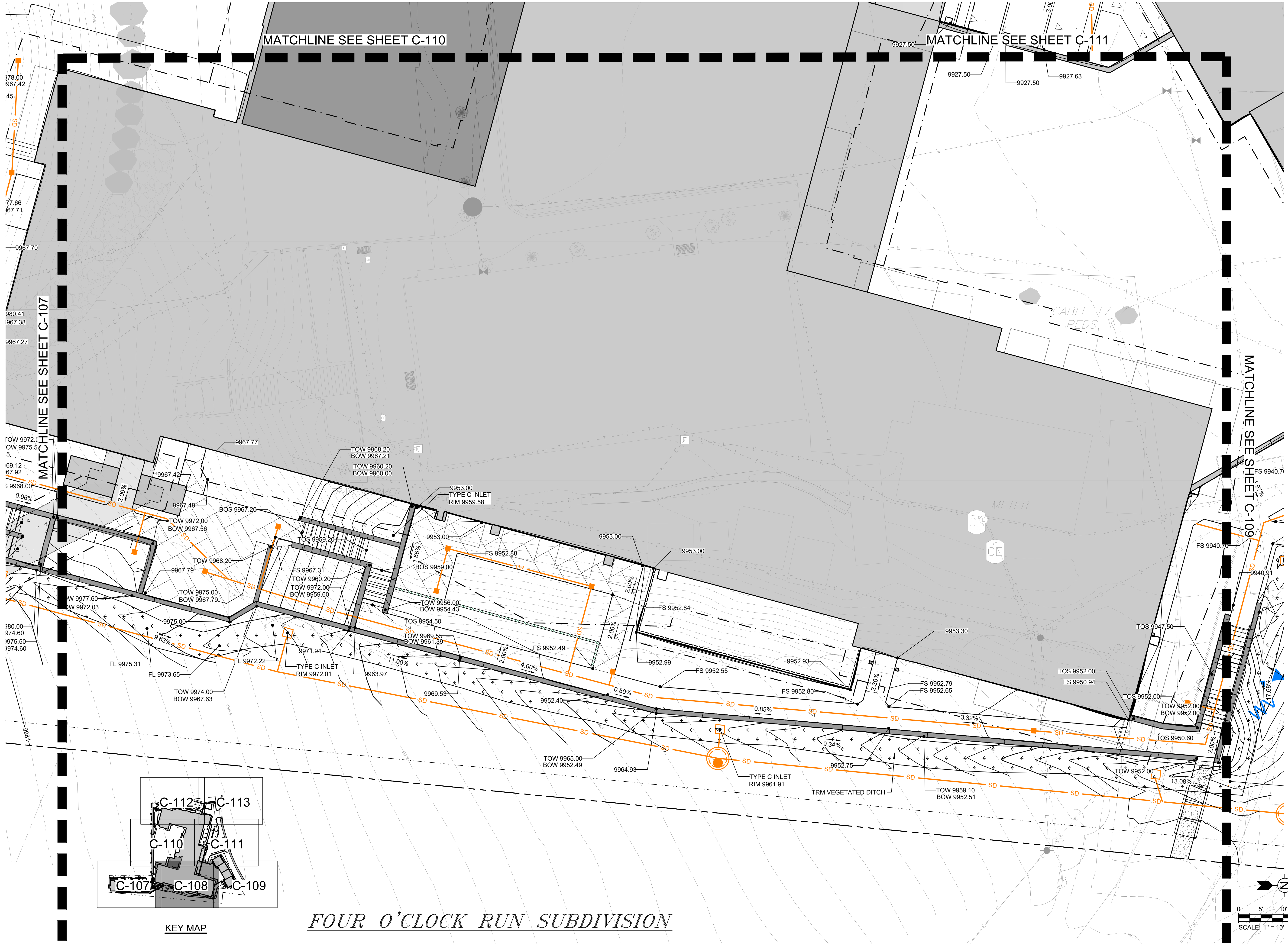
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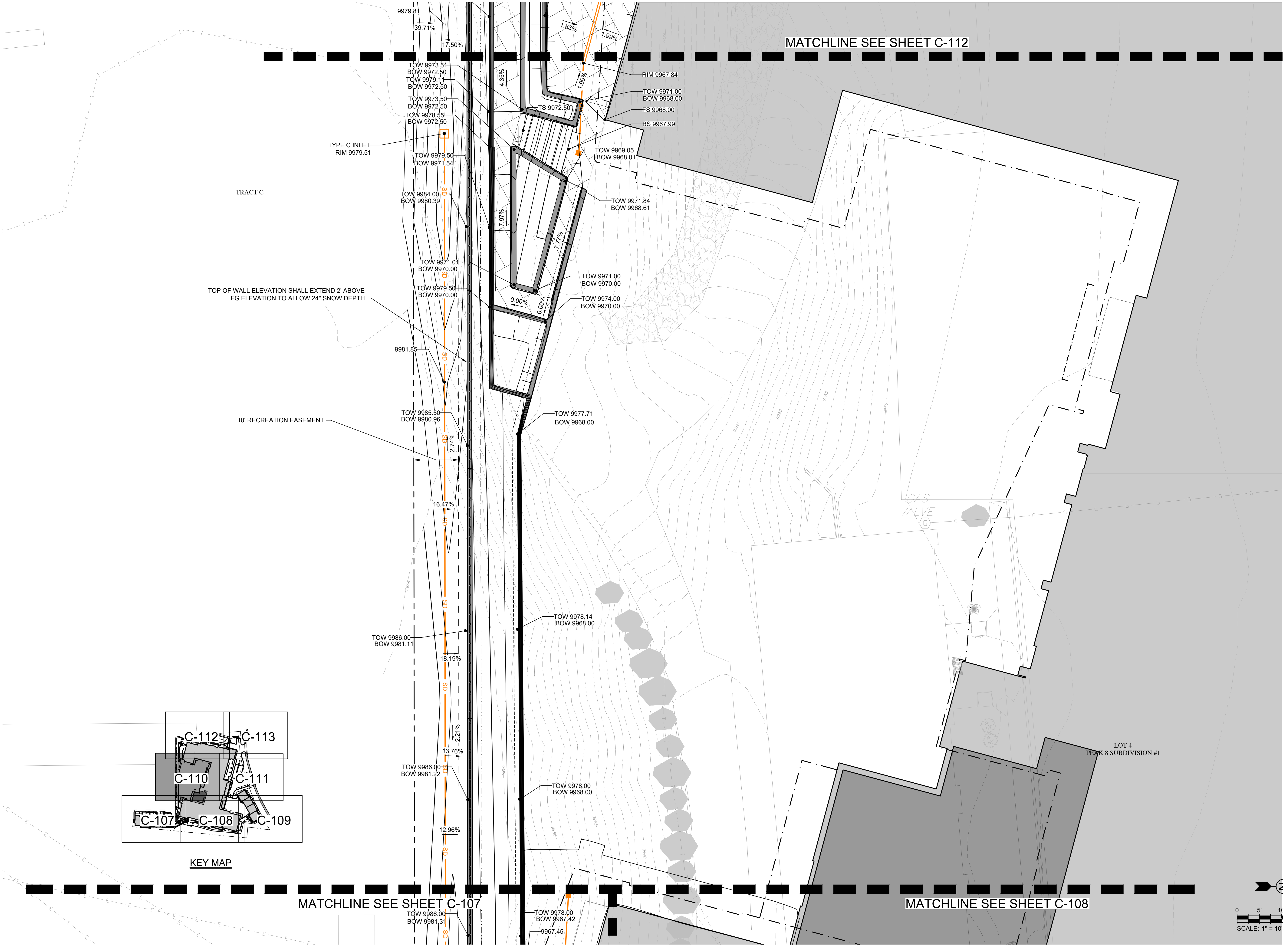
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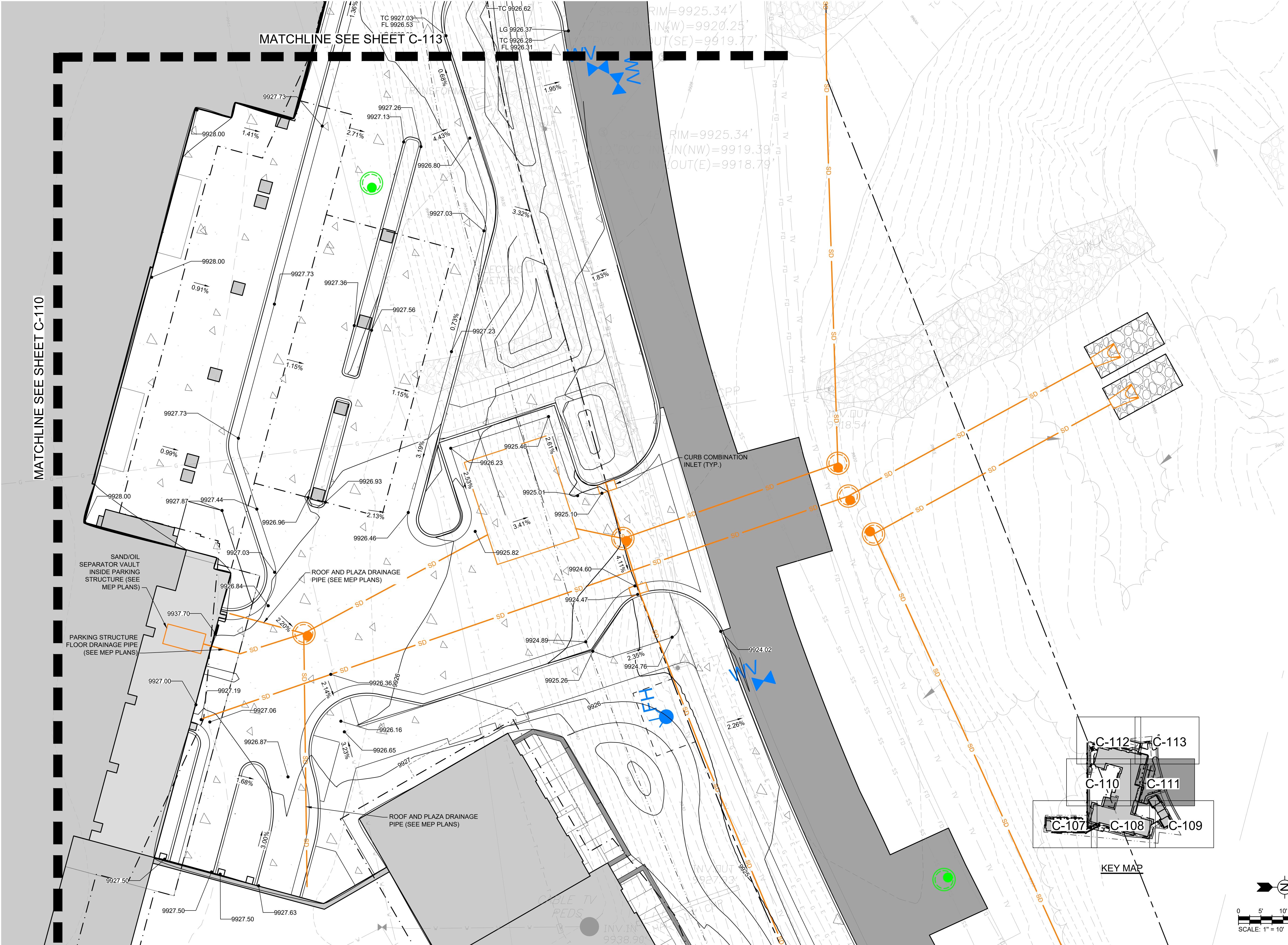
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AND DRAINAGE
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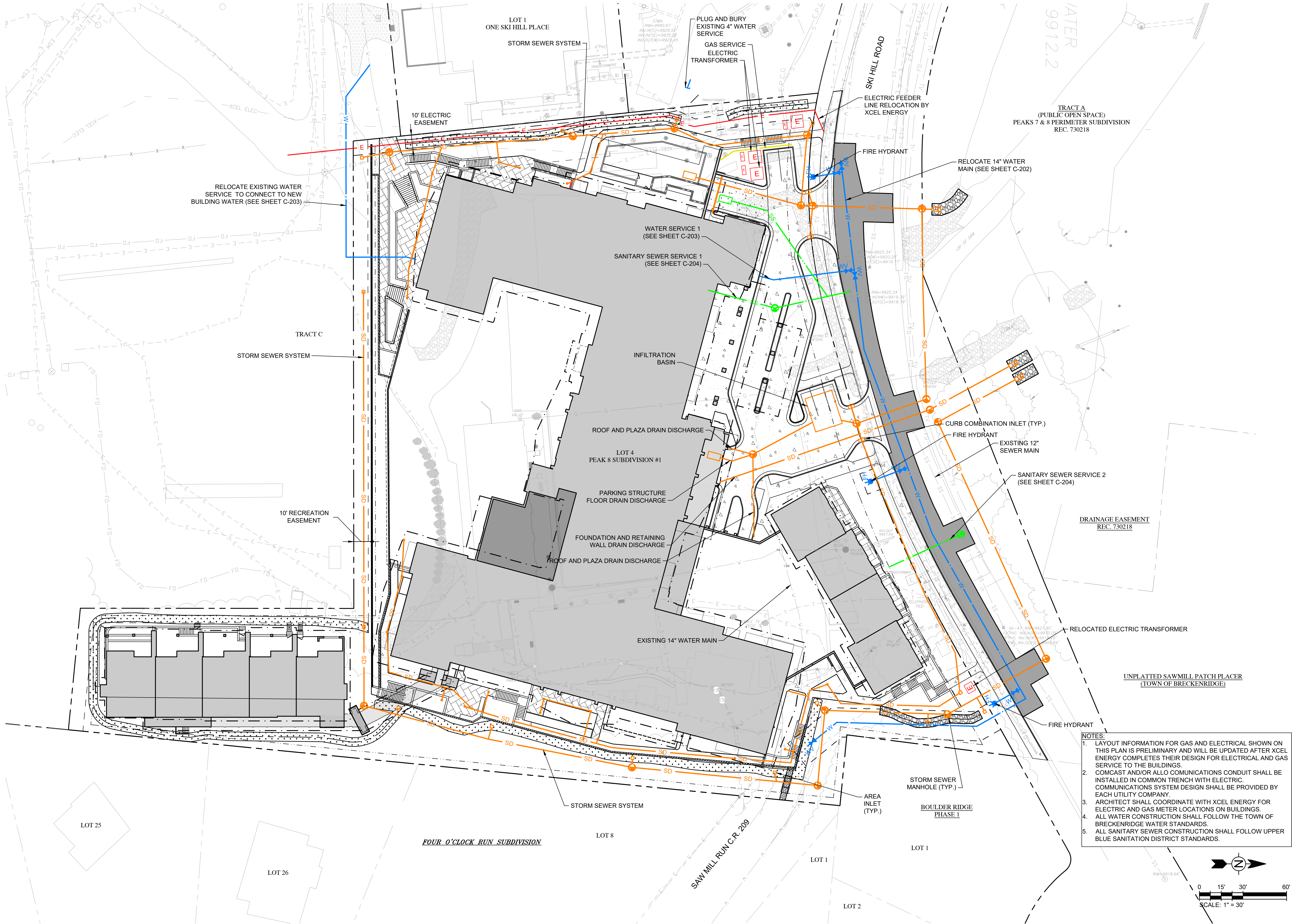
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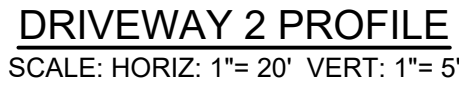
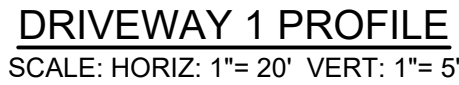
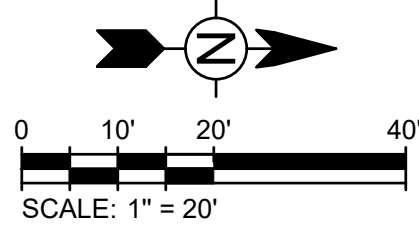
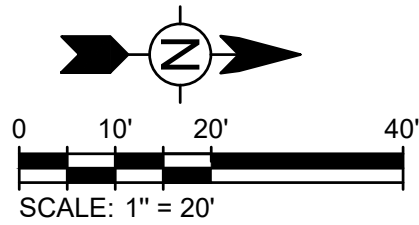
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COMPOSITE
UTILITY PLAN**

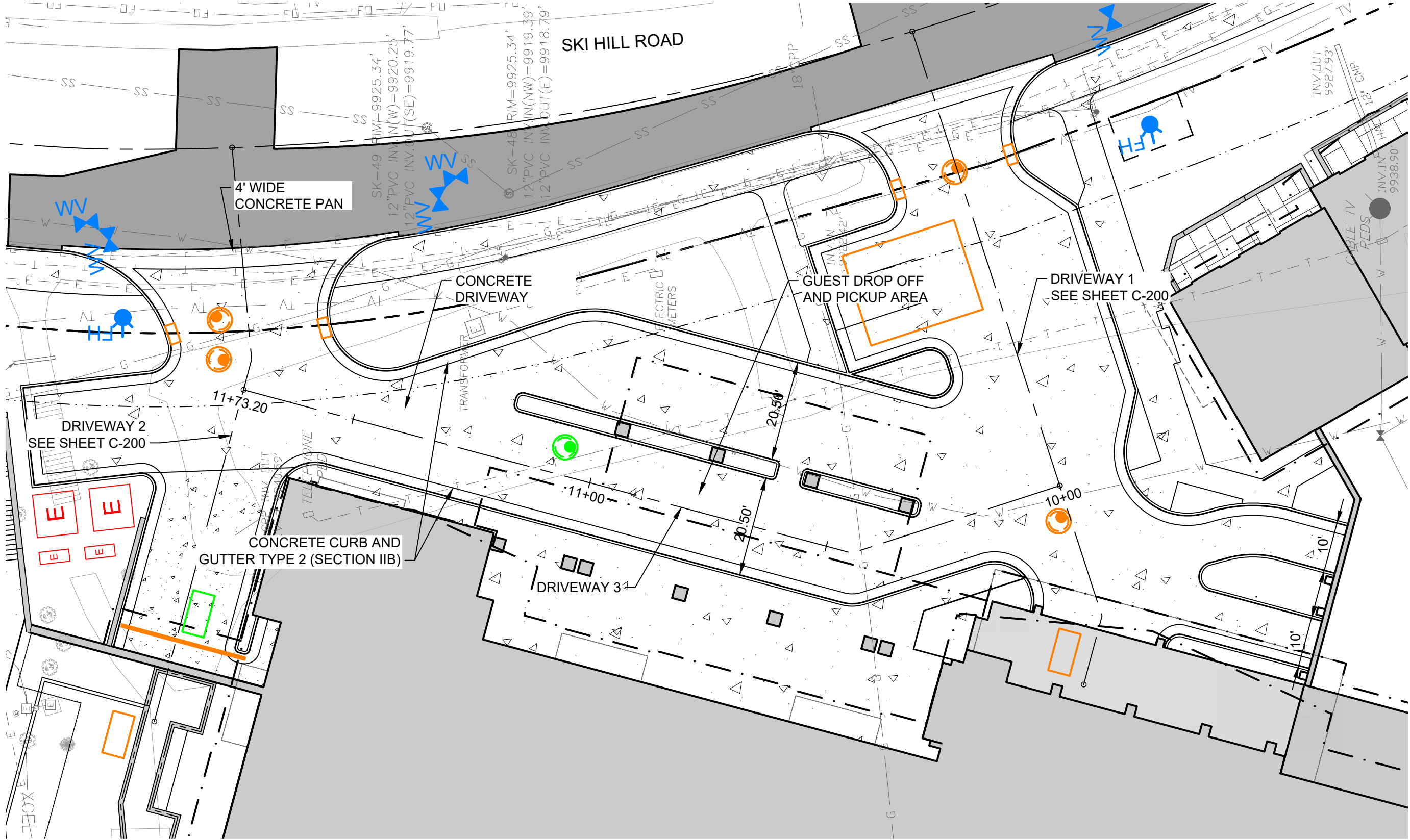
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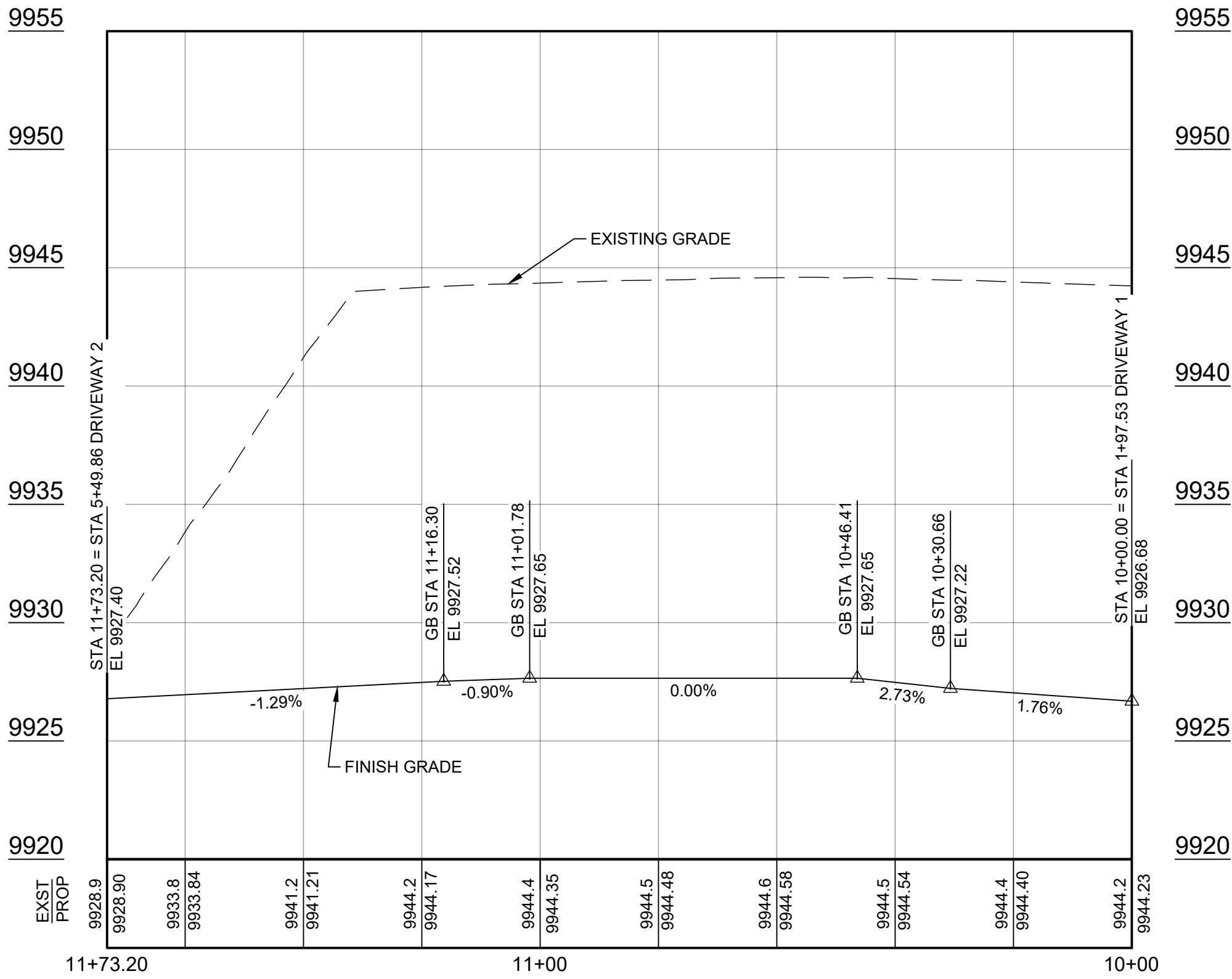
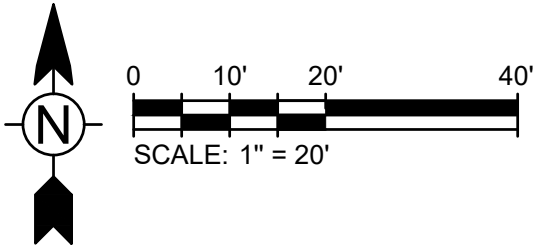


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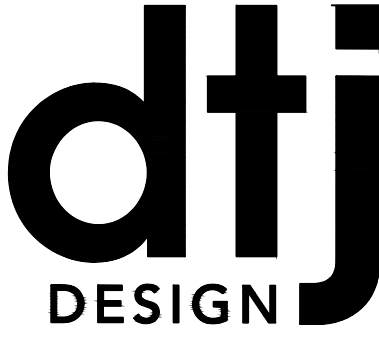
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DRIVEWAY 3 PLAN
SCALE: 1"=20'



DRIVEWAY 3 PROFILE
SCALE: HORIZ: 1"= 20' VERT: 1"= 5'



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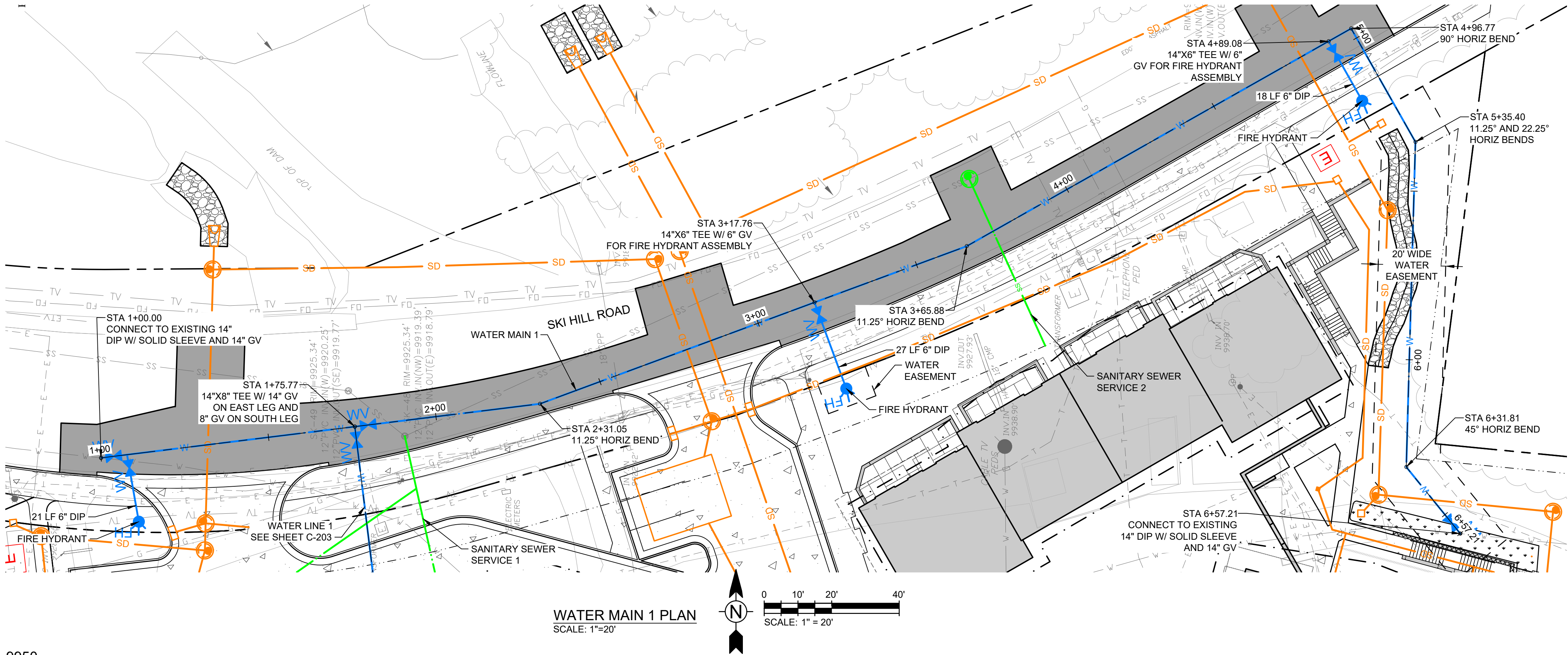
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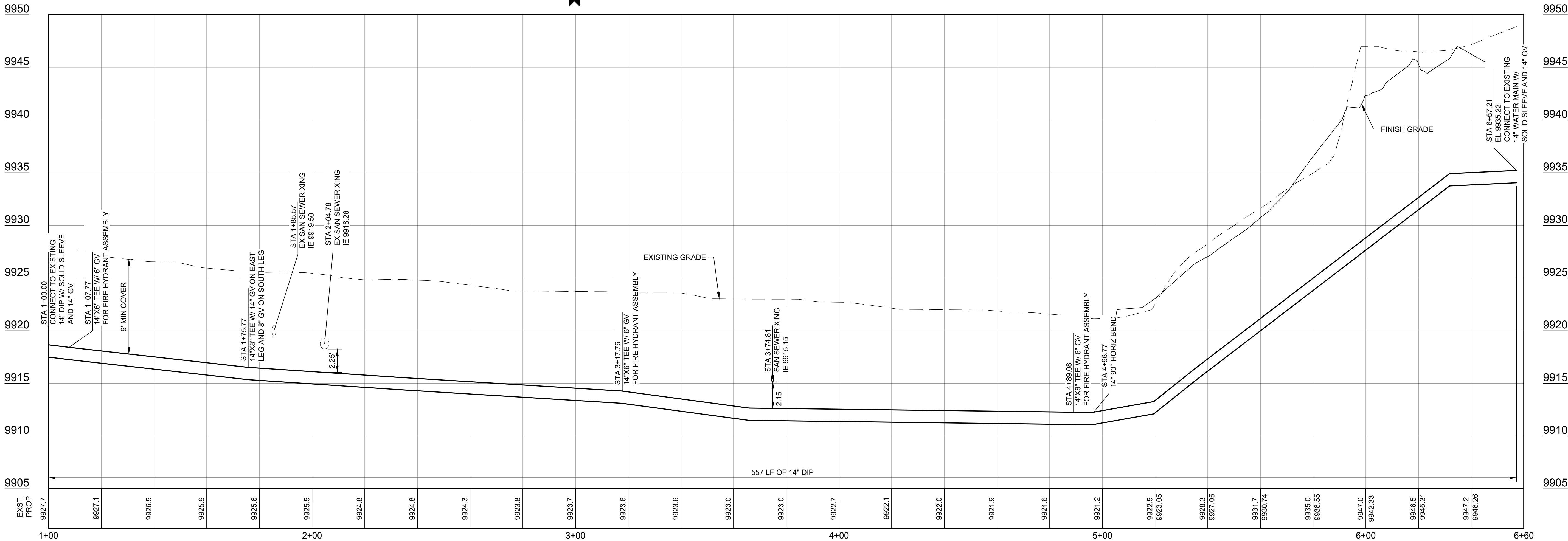
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DRIVEWAY
PLAN AND
PROFILE

SHEET NUMBER:

C-201



NOTES:
1. THE EXISTING 14" WATER MAIN SHALL REMAIN IN PLACE AND OPERATING AT ALL TIMES, WITH ONLY SHORT TERM, MINIMAL DISRUPTION TO WATER SERVICE FOR THE INSTALLATION OF THE RELOCATED WATER MAIN IN SKI HILL ROAD. FURTHER PIPING CONNECTION DETAILS, INCLUDING CUTTING IN NEW VALVES ON THE EXISTING WATER MAIN WILL BE PROVIDED FOR INFRASTRUCTURE PERMIT SUBMITTAL TO MINIMIZE THE DISRUPTION OF WATER SERVICE.



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



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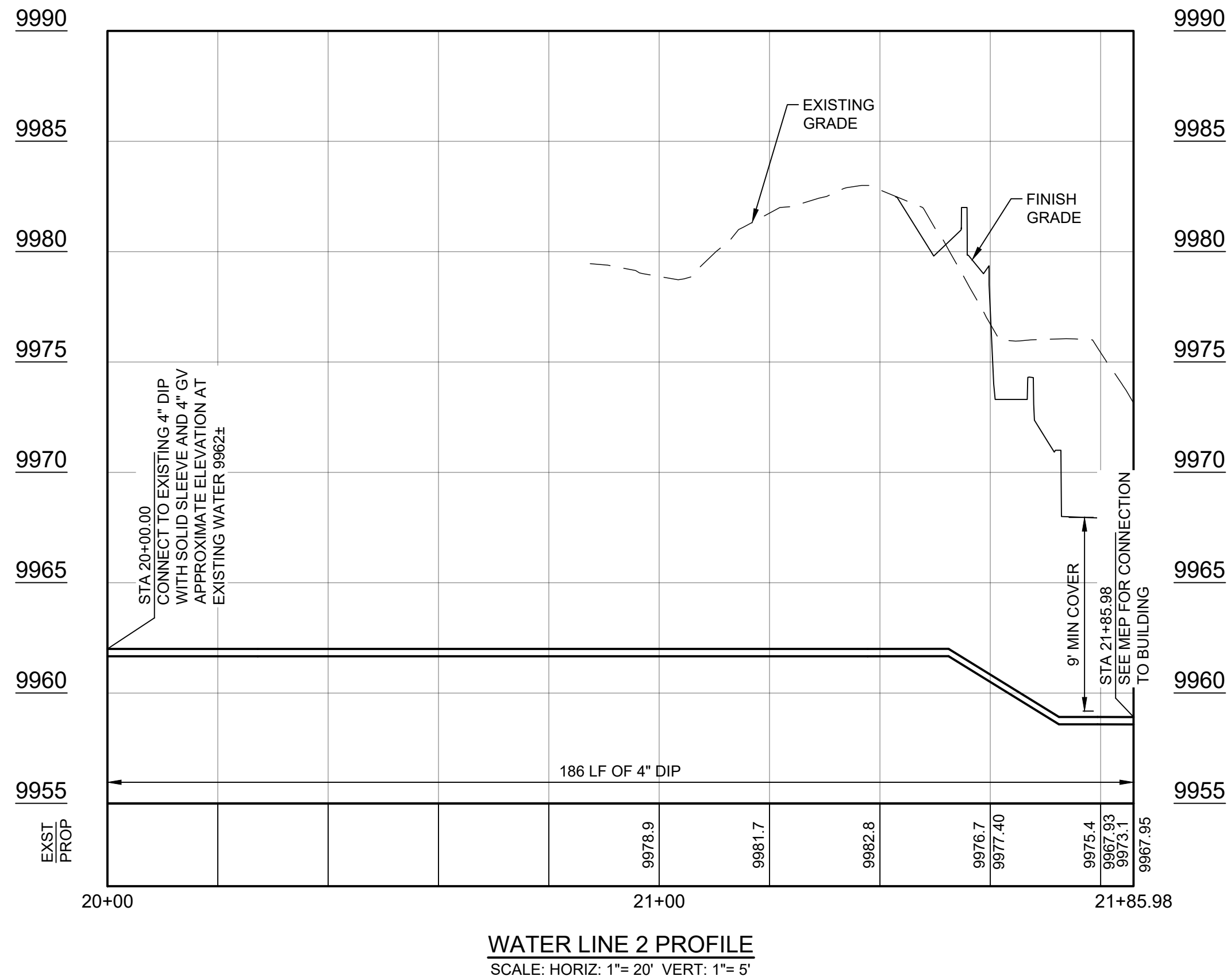
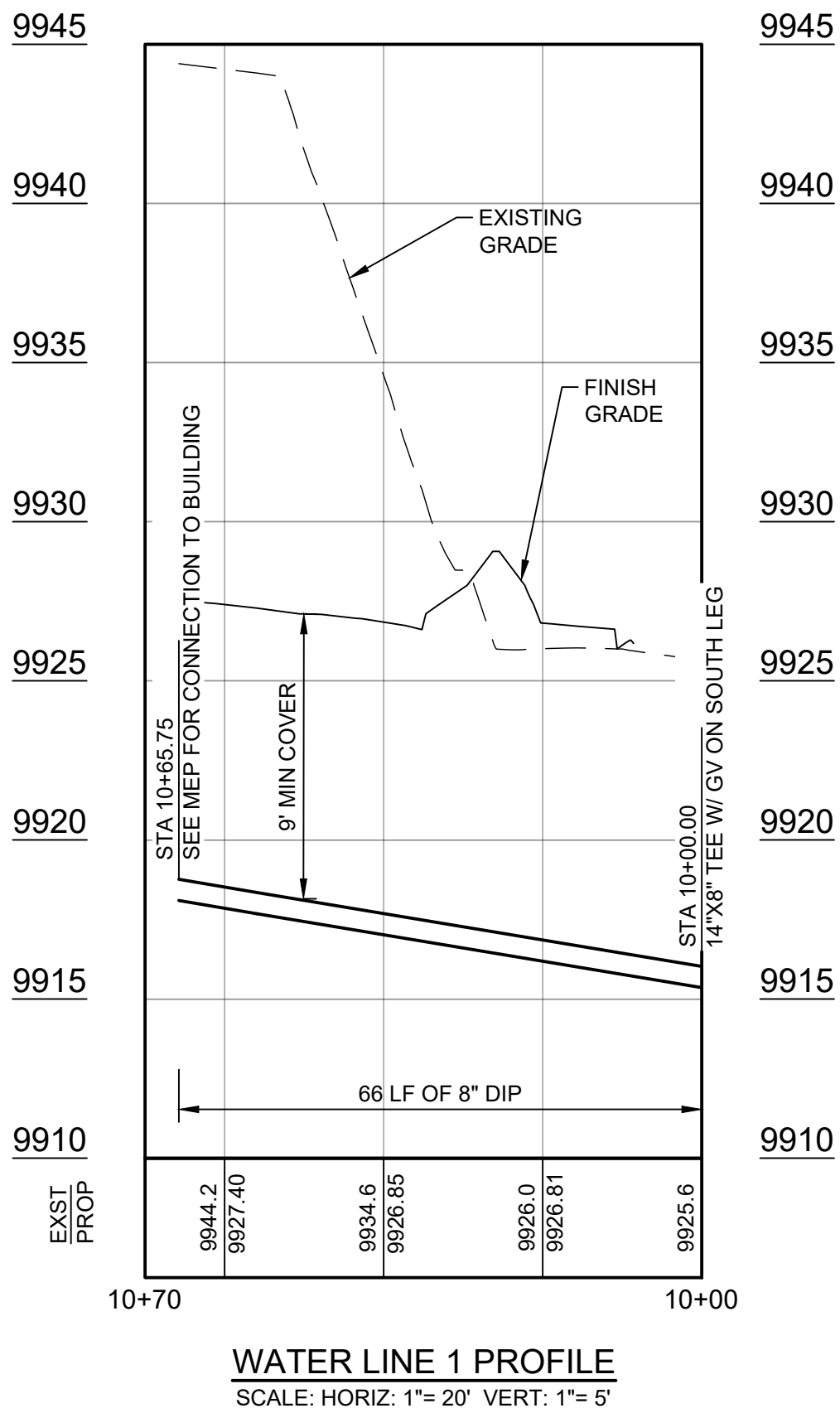
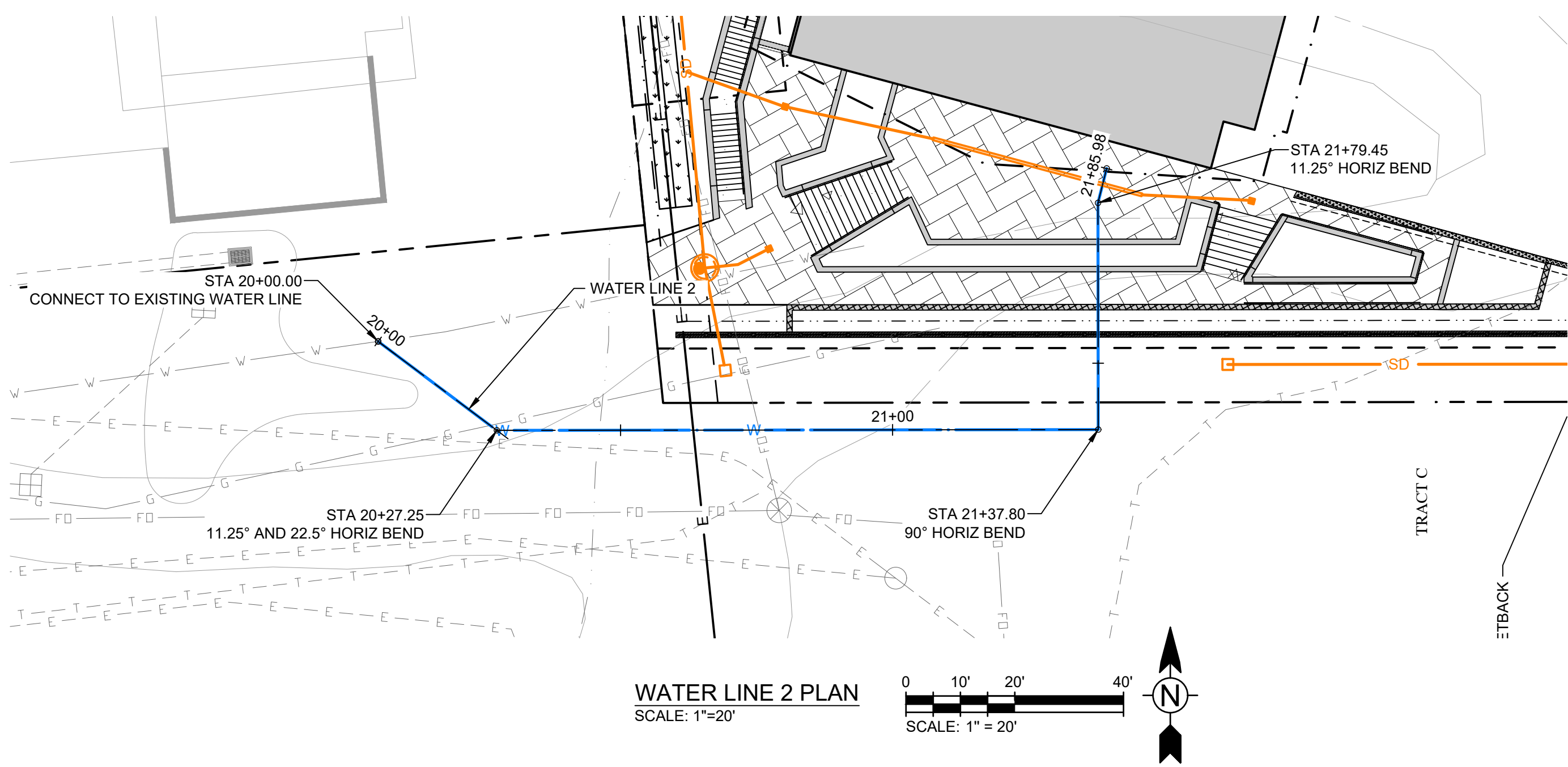
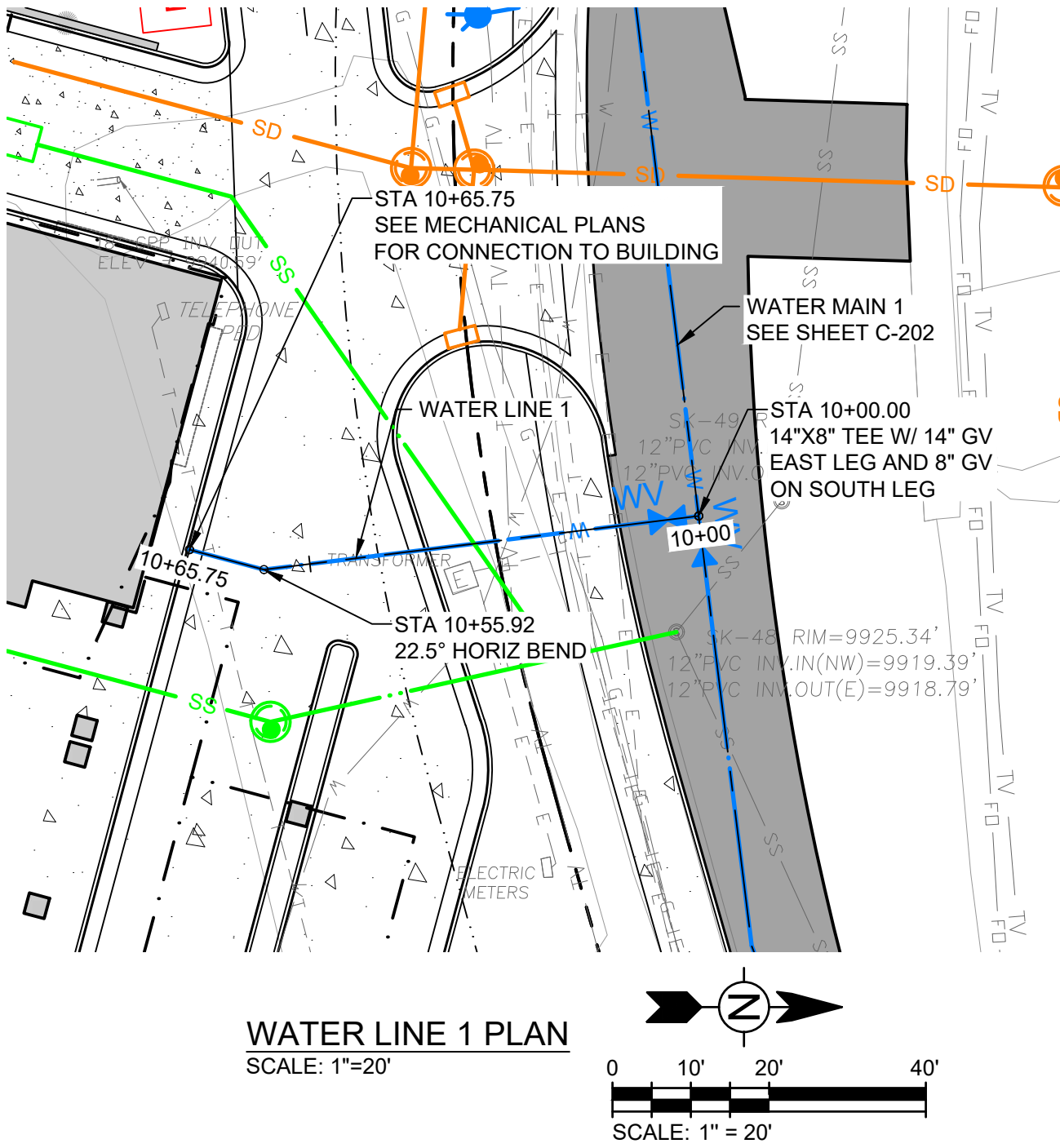
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WATER MAIN 1
PLAN AND
PROFILE

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THE IMPERIAL (PARCEL 4)

1599 SKI HILL RD., BRECKENRIDGE, CO 80424

FINAL CLASS A SITE PLAN SUBMITTAL

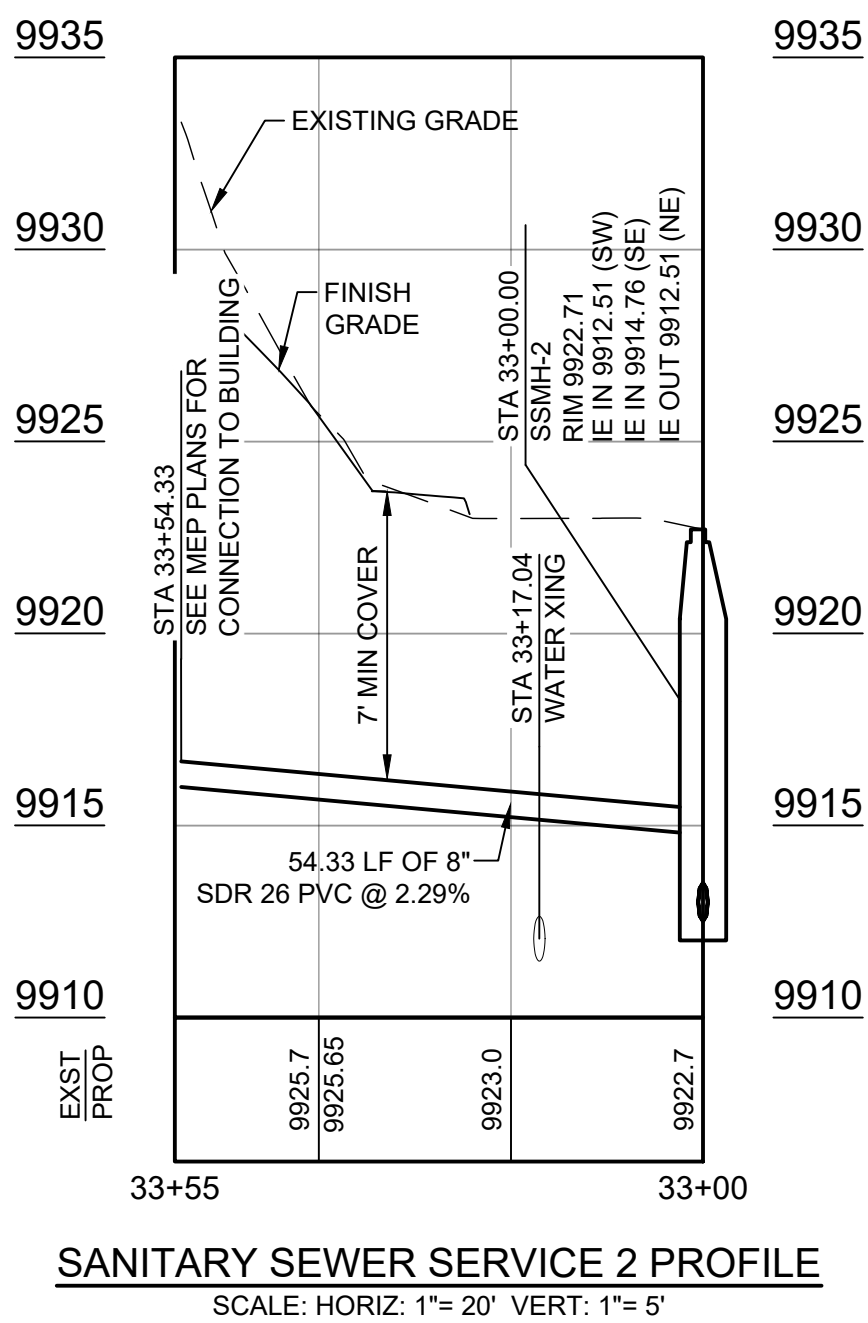
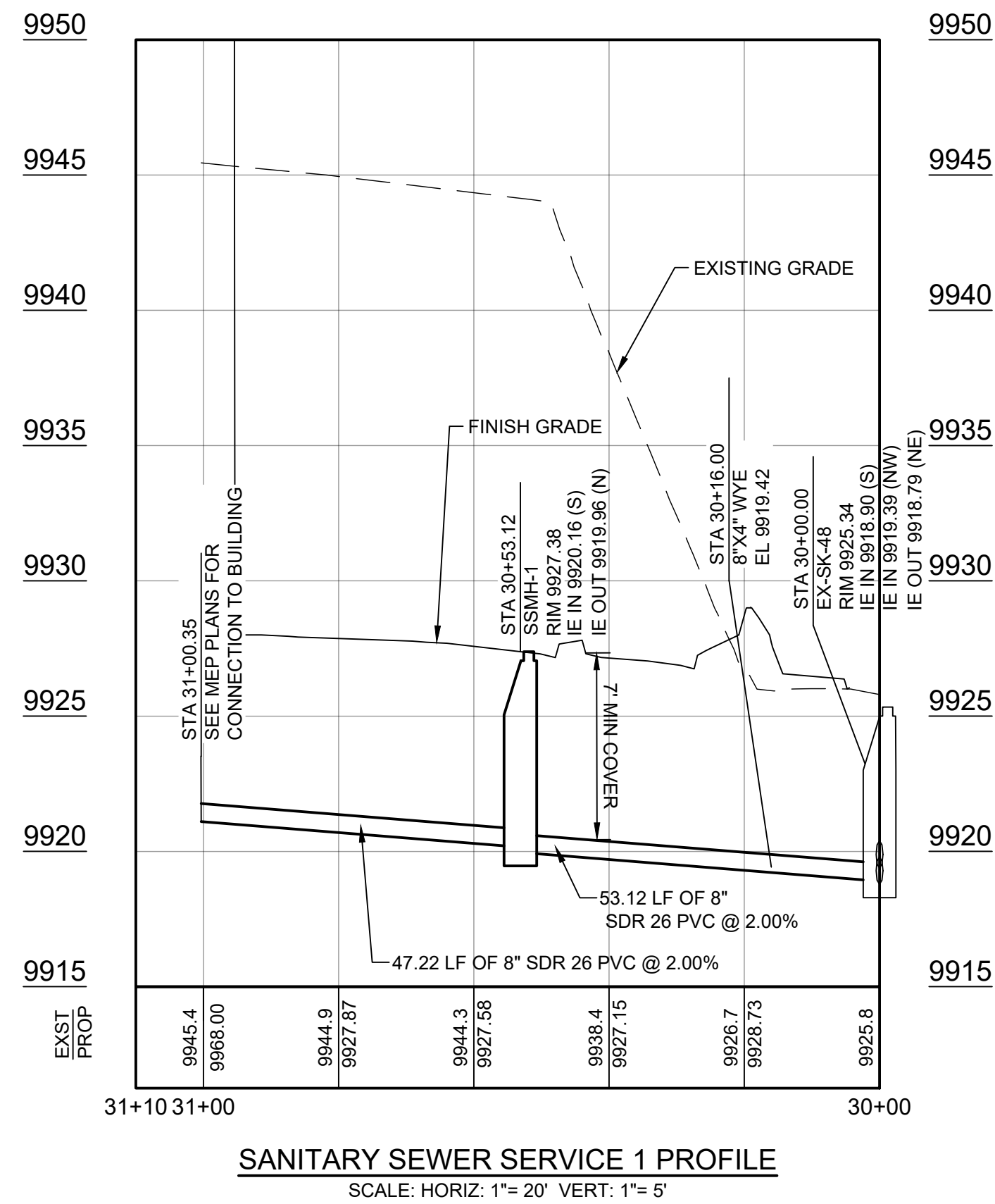
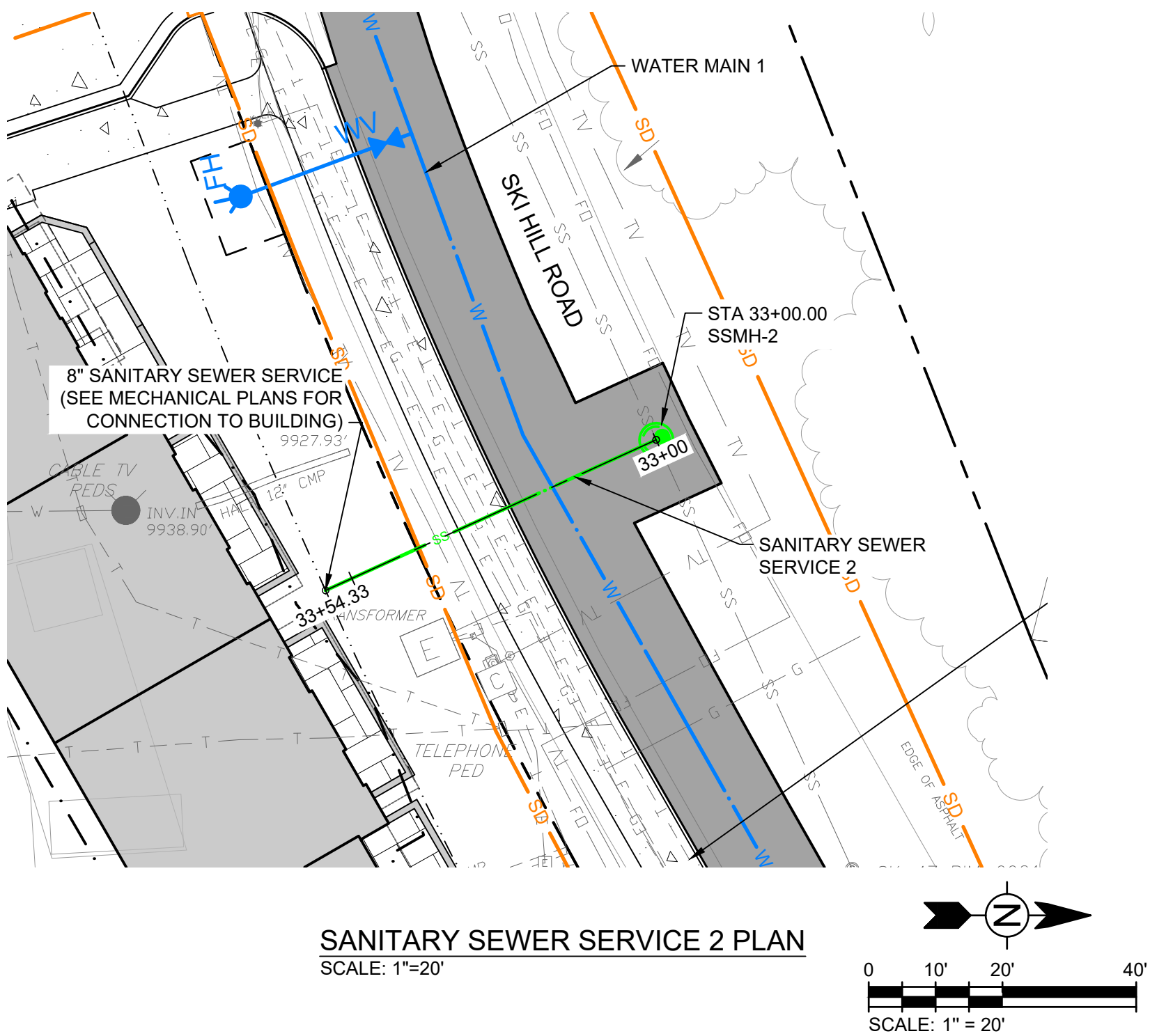
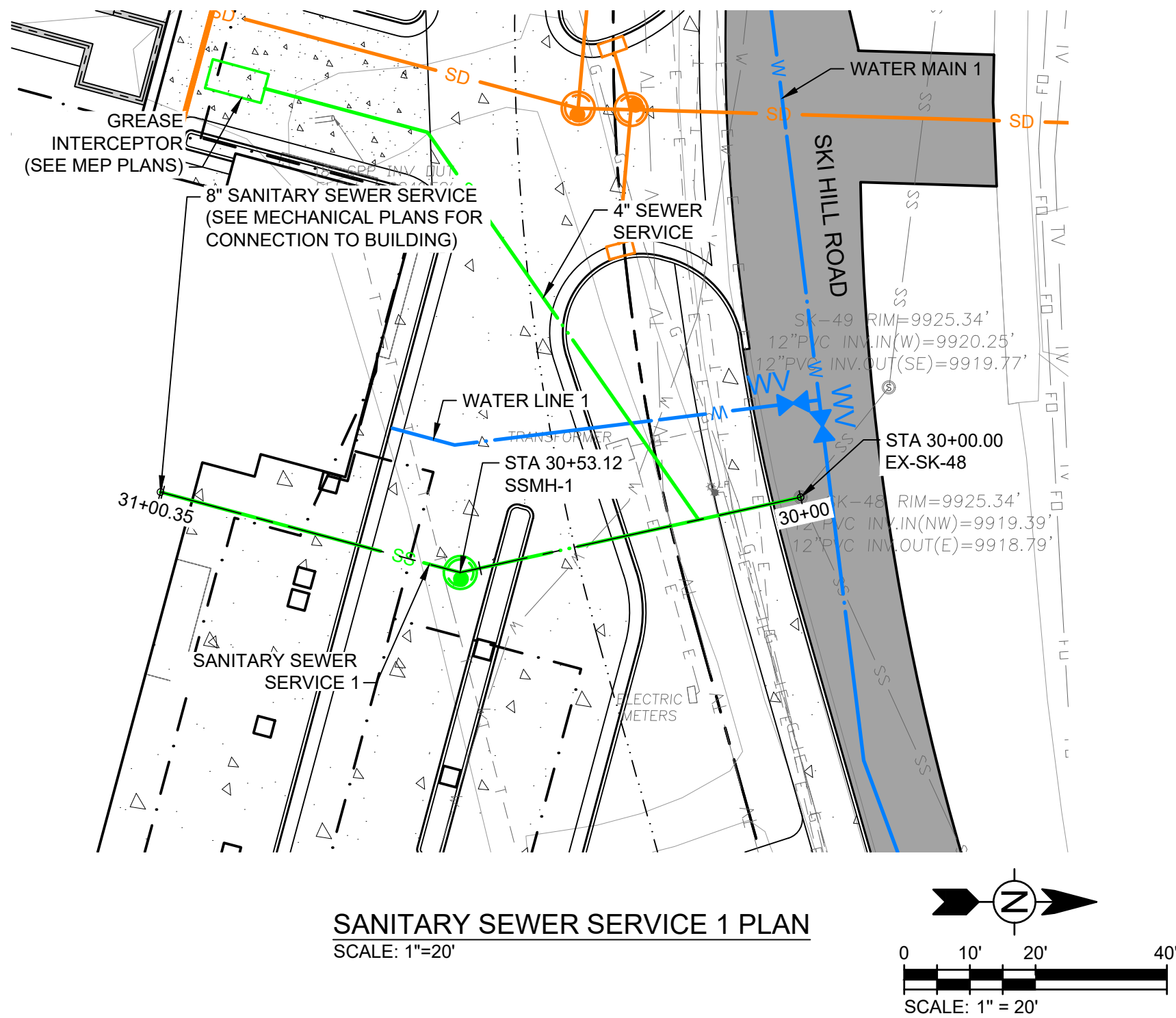
DRAWN BY:	AJK
CHECKED BY:	CDD
PROJECT NO.:	200-322517-21001
ISSUE DATE:	03/17/2025
REVISIONS:	
1	04/30/2025

SHEET TITLE:
WATER LINES 1
AND 2 PLANS
PROFILE

SHEET NUMBER:

C-203

Drawing: C:\Projects\Breckenridge\322517\200-32517-2\1001\CAD\SheetFiles\Peak 8\C-204 SAN SEWER PLAN AND PROFILE.dwg
Last Saved: March 14, 2025 9:57:15 AM by Alyssa Koch
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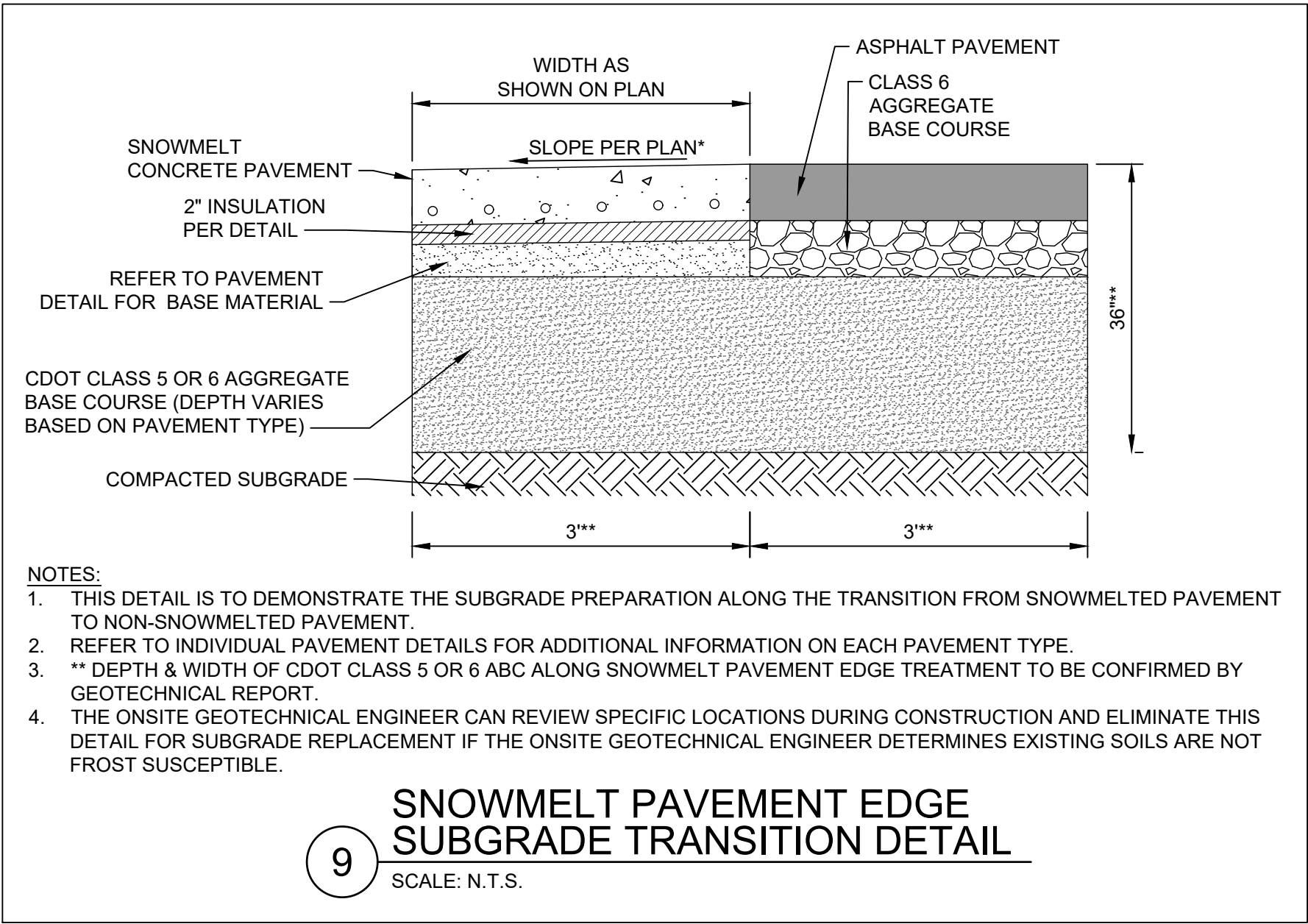
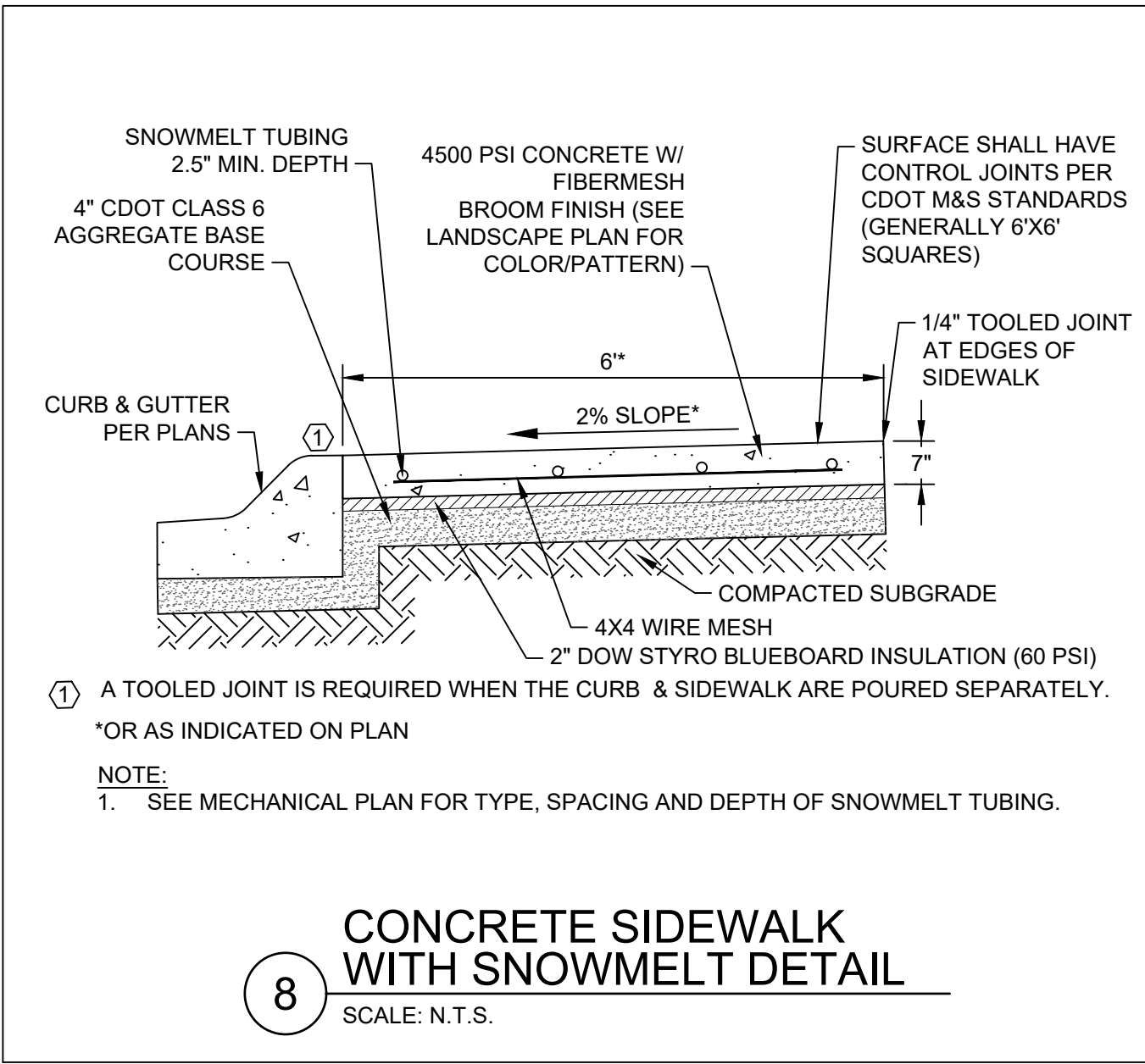
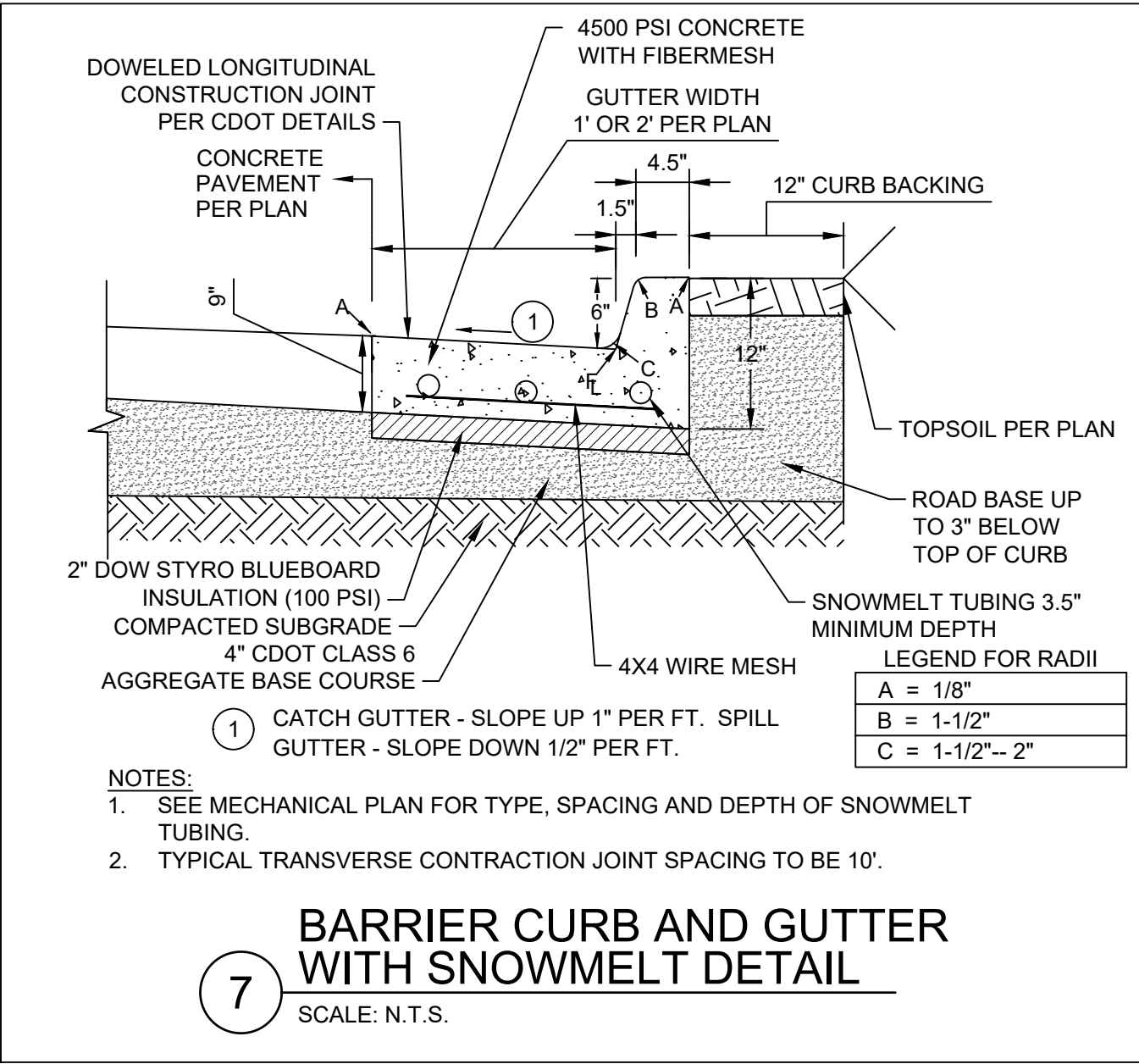
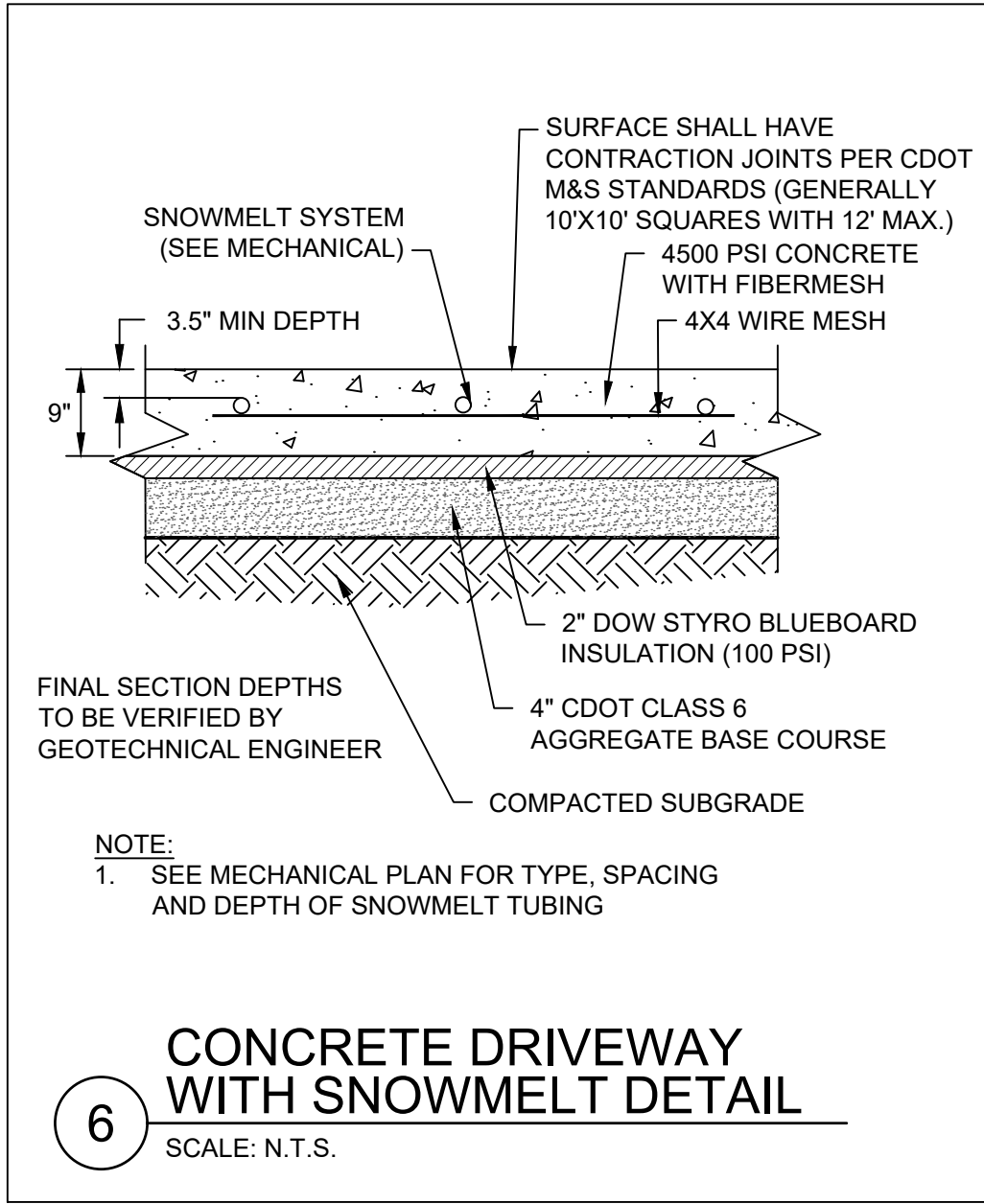
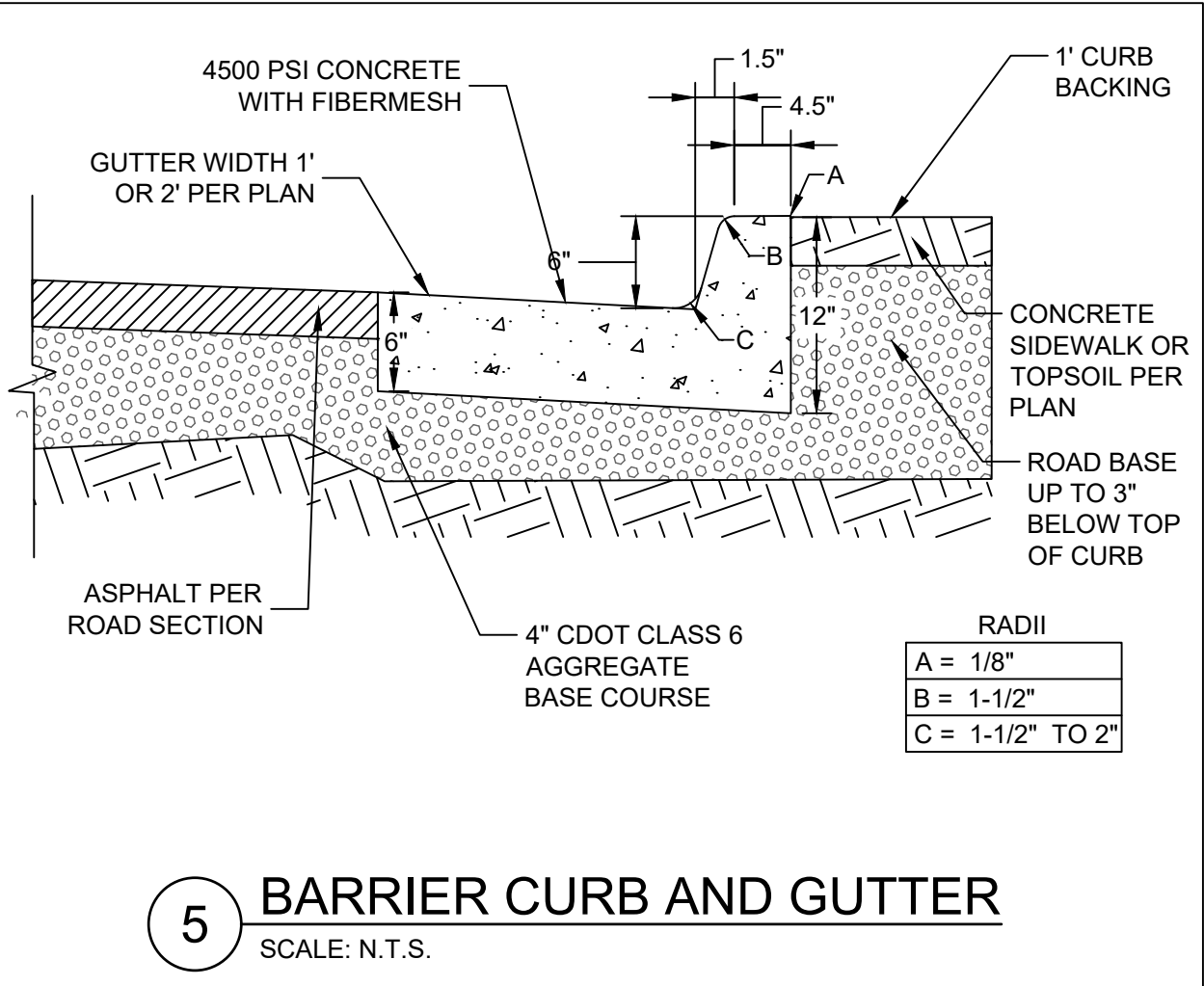
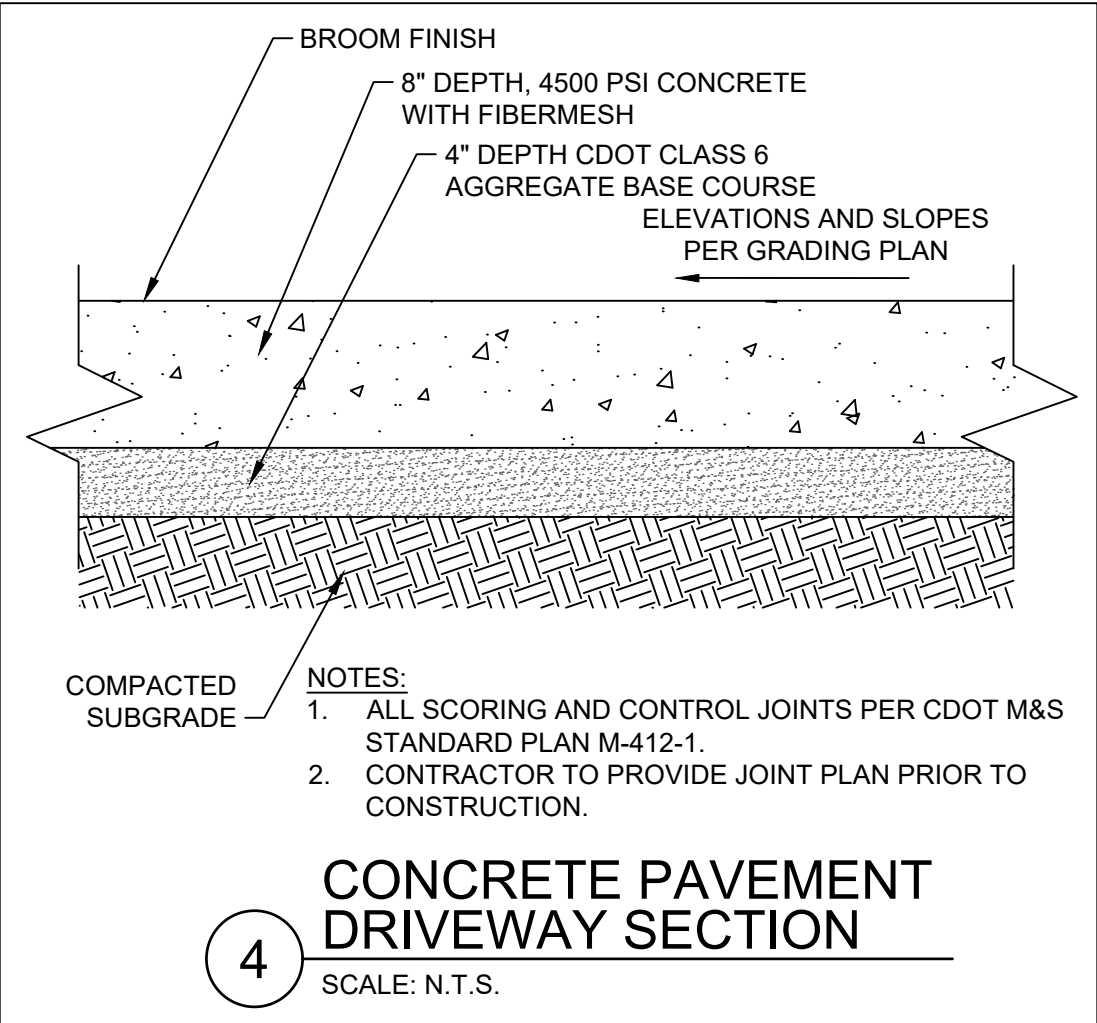
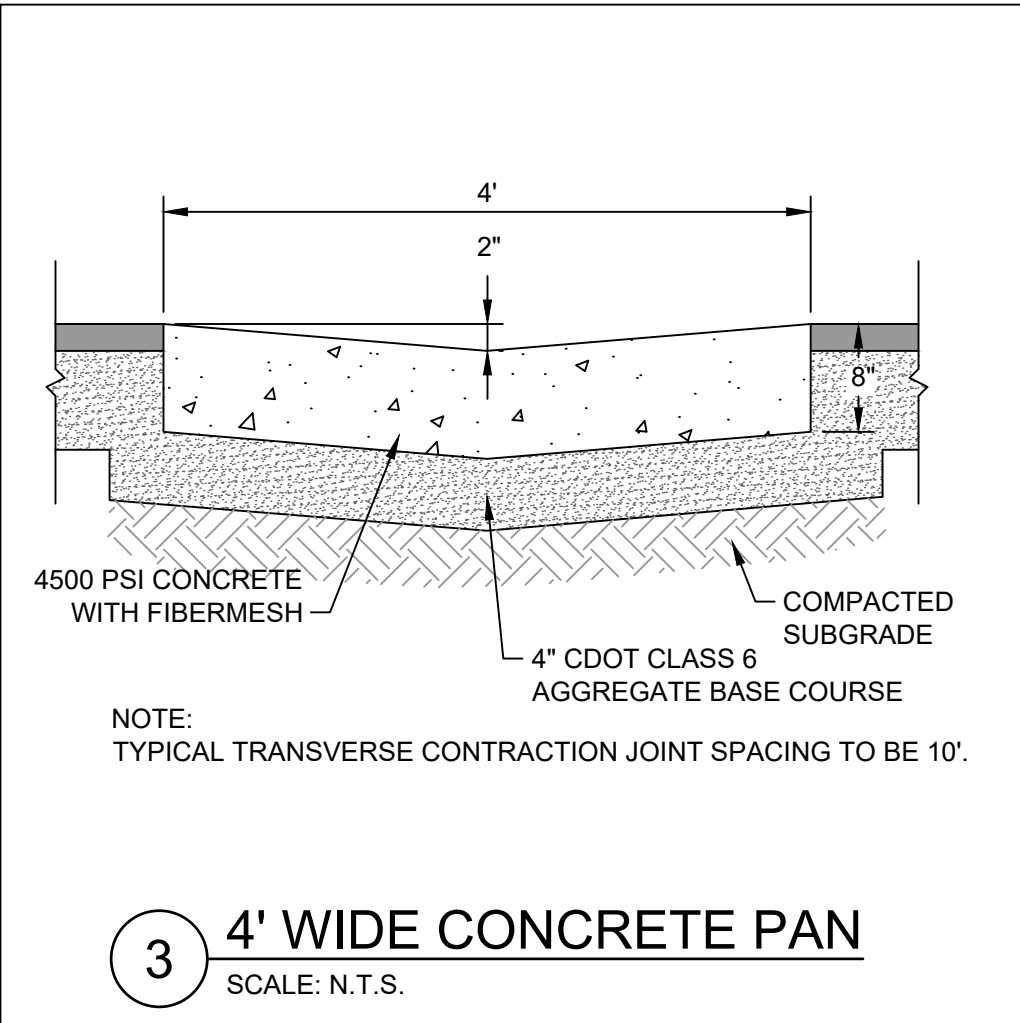
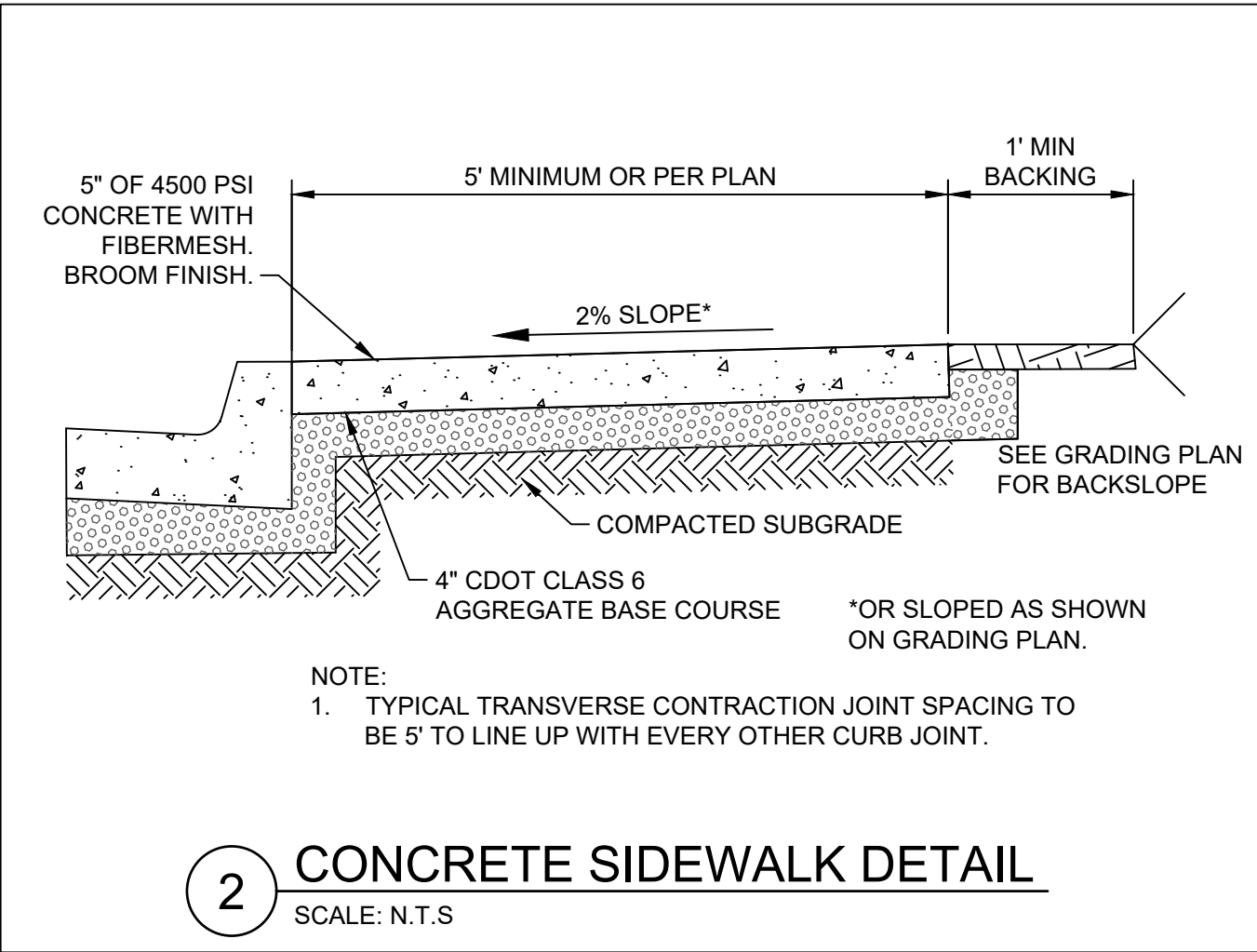
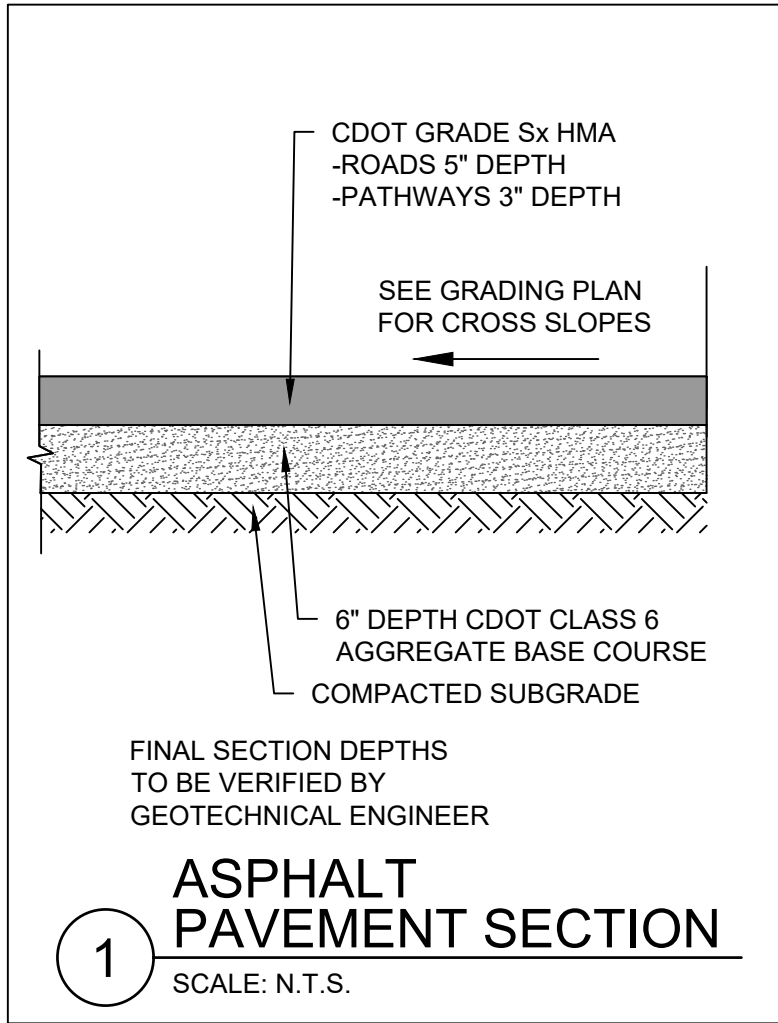
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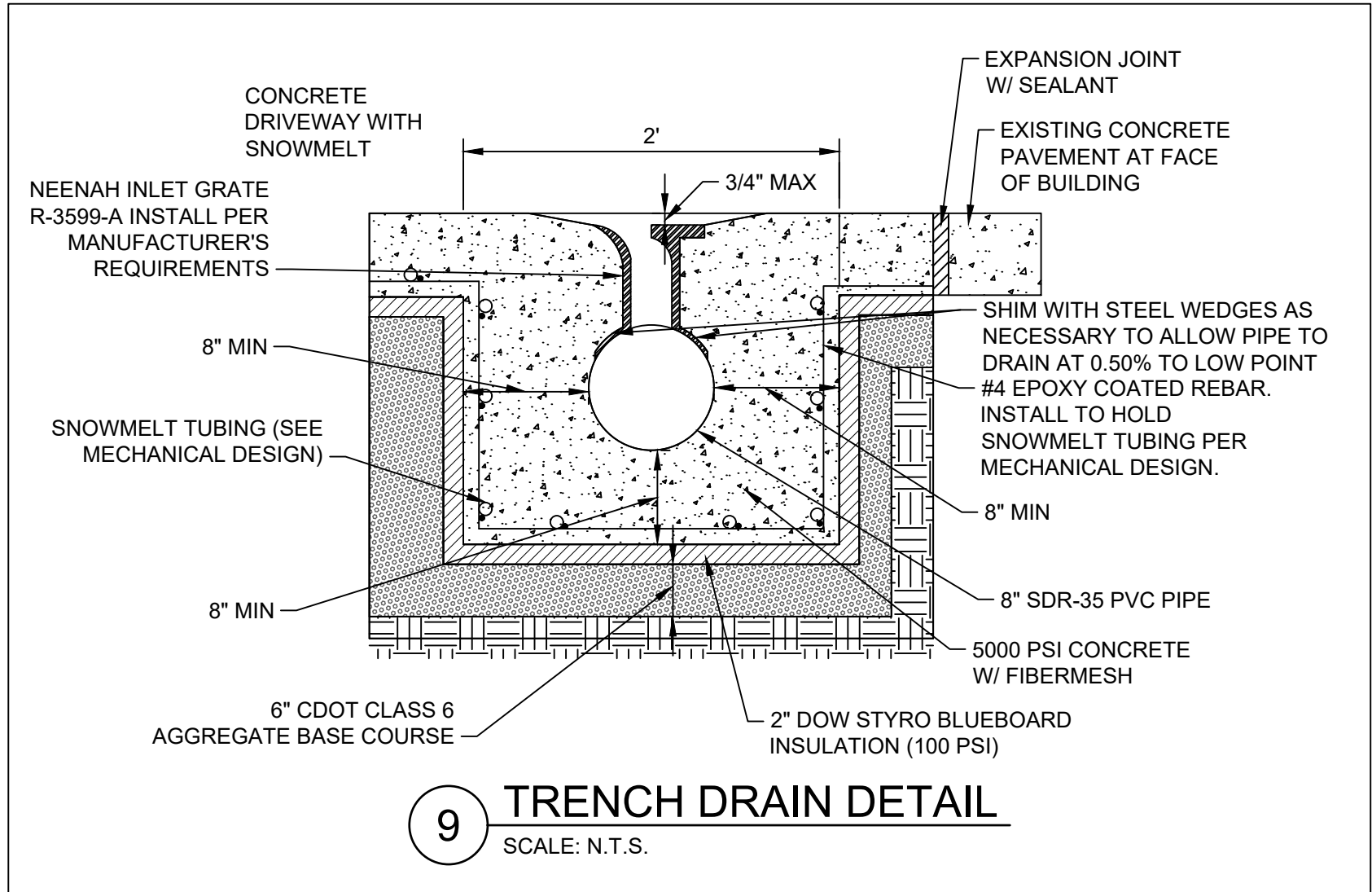
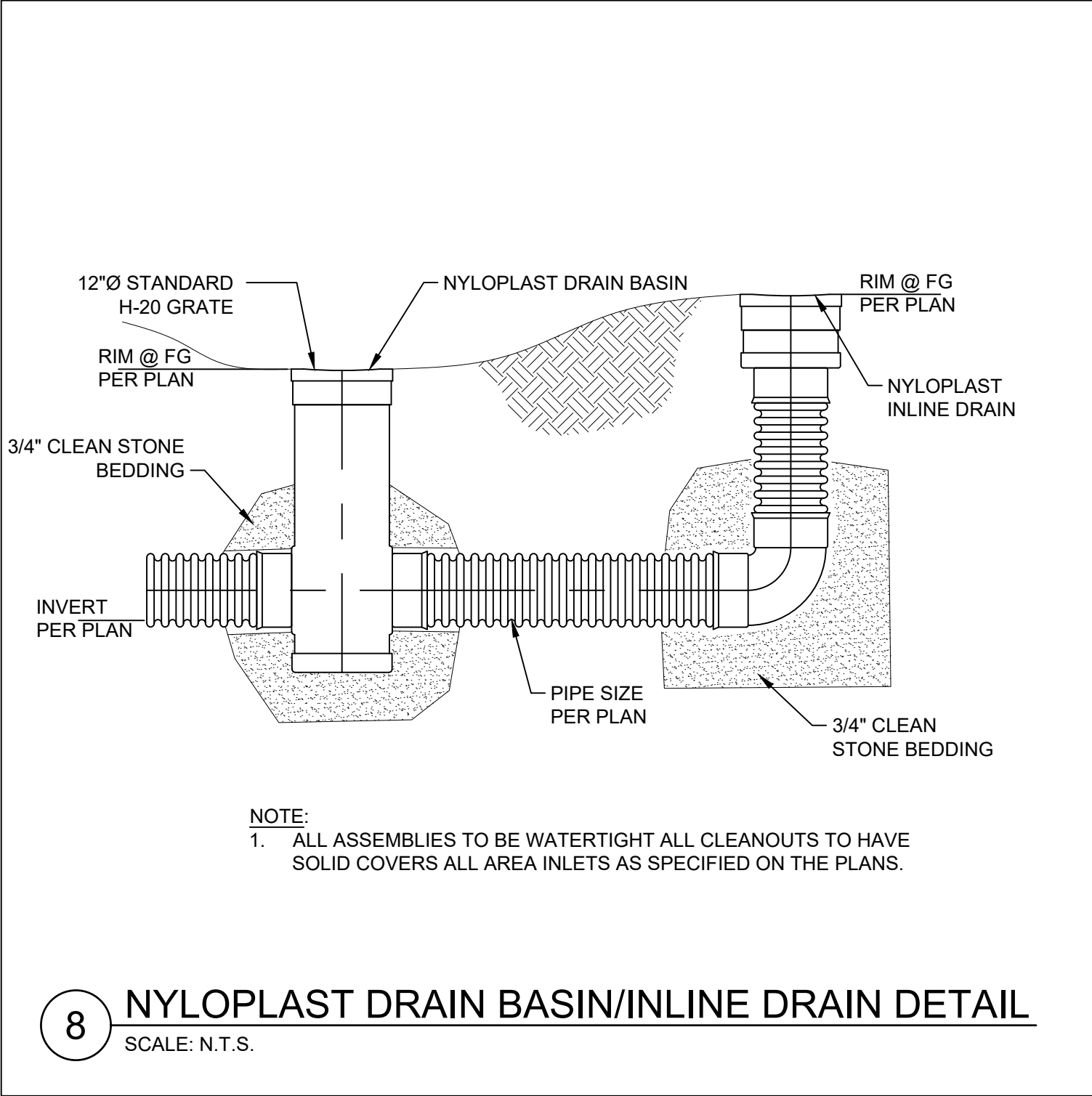
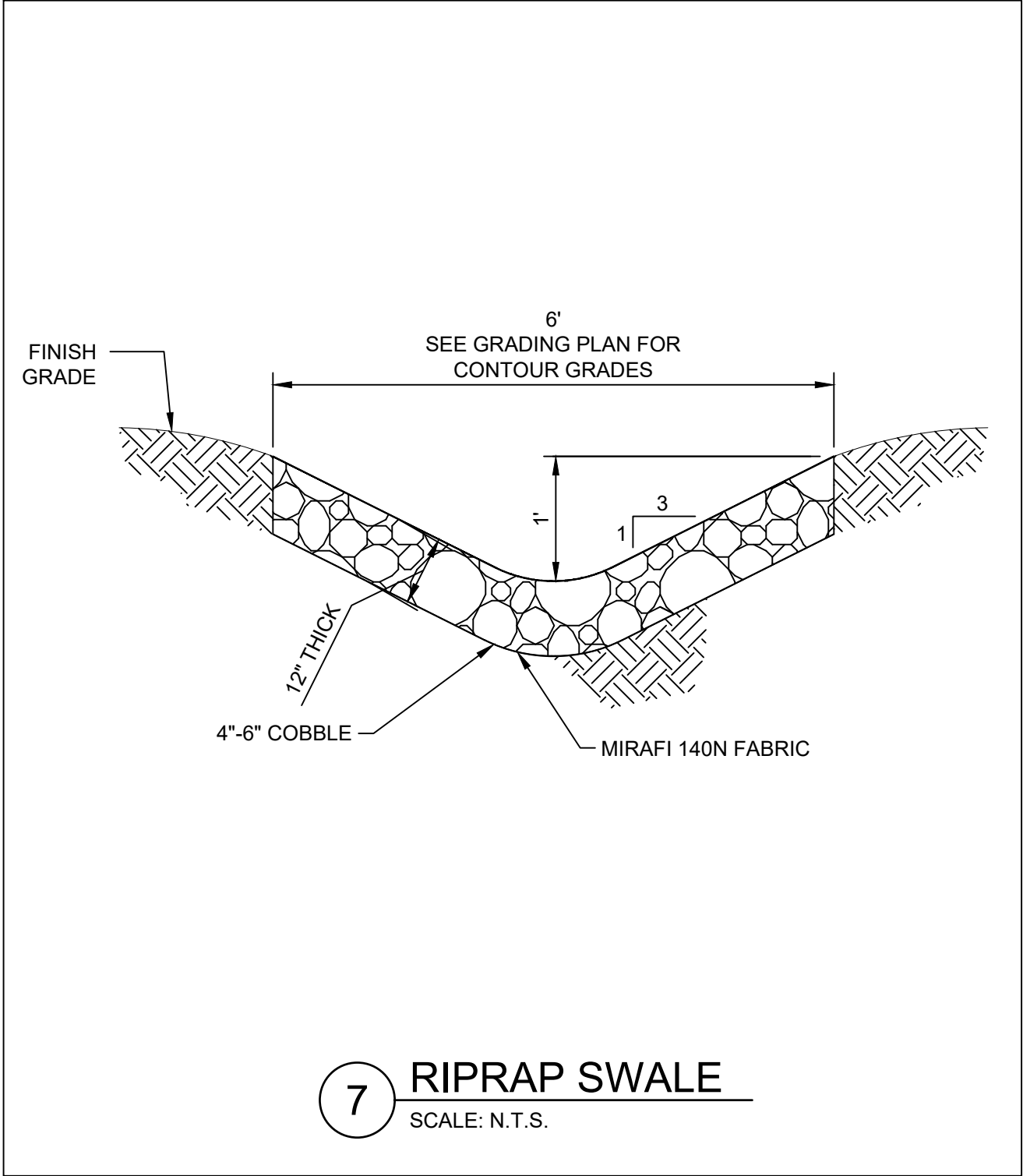
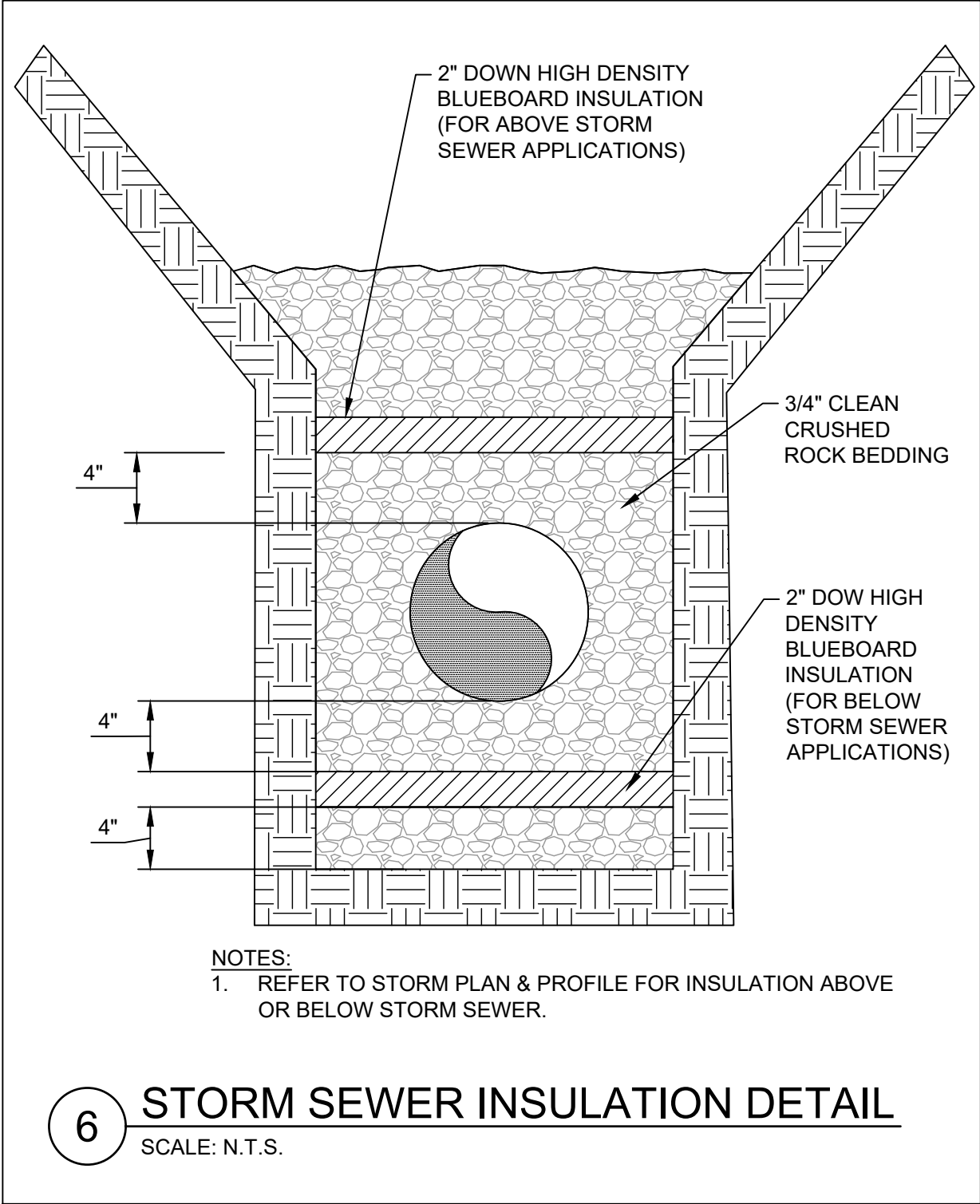
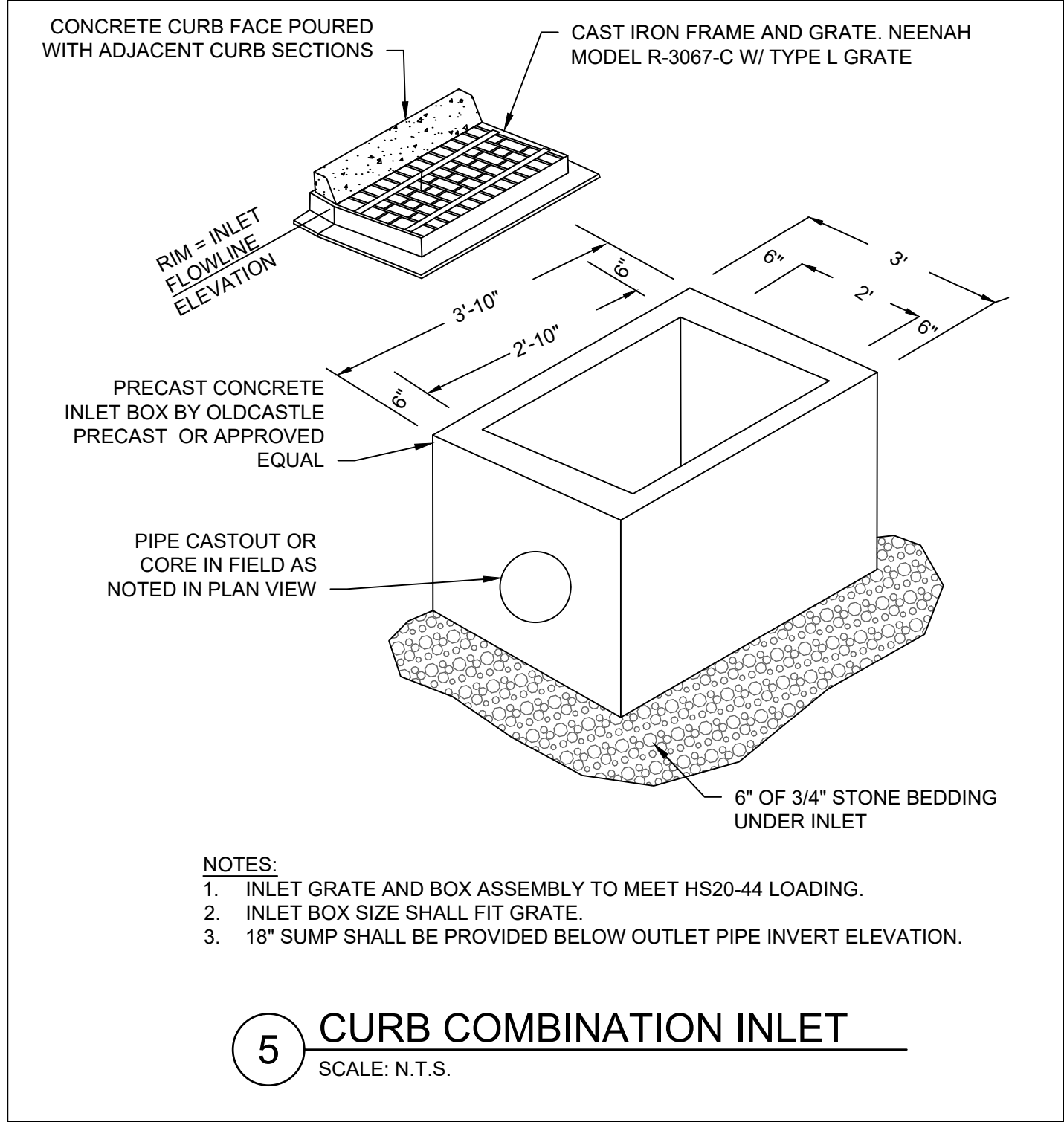
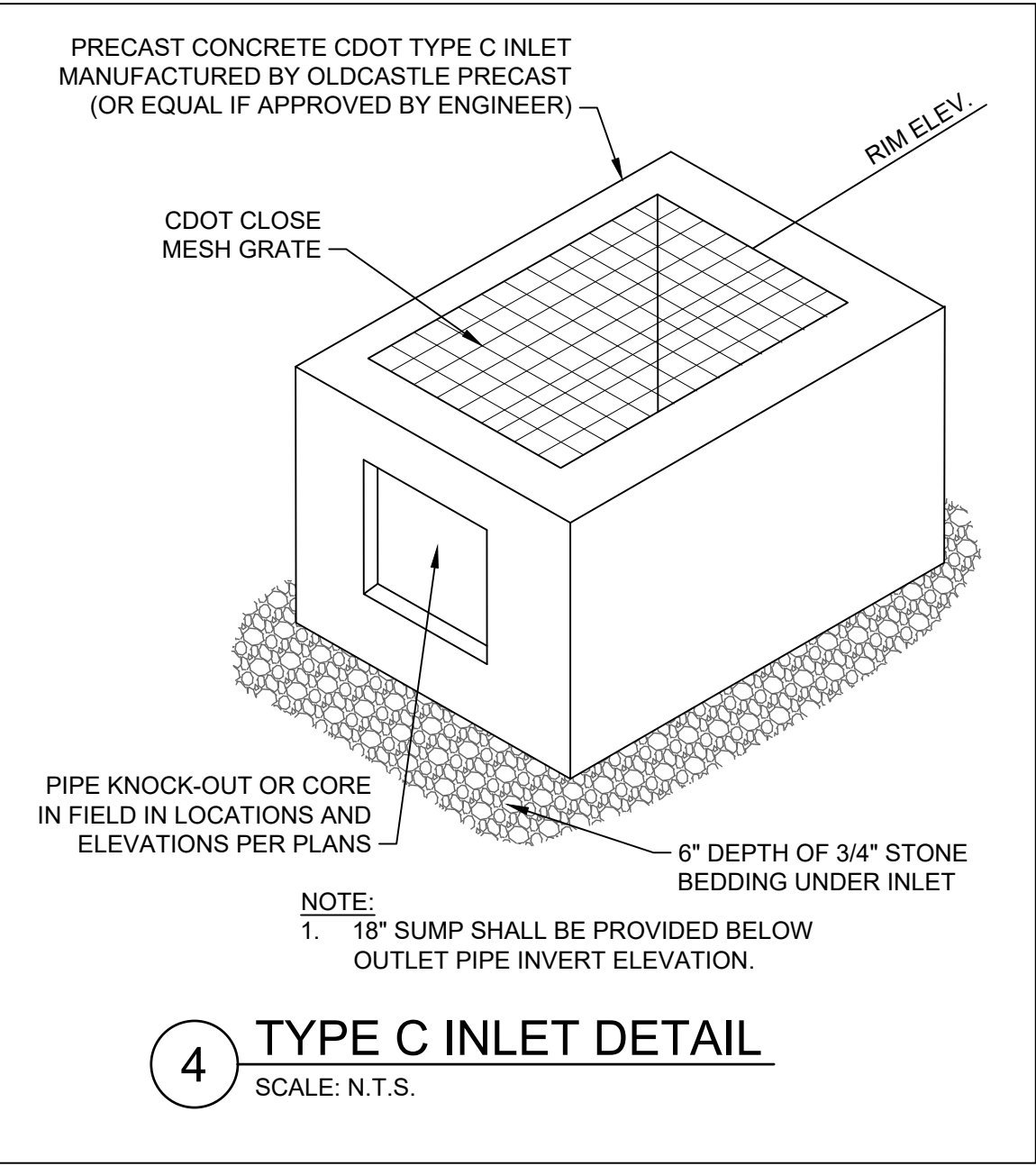
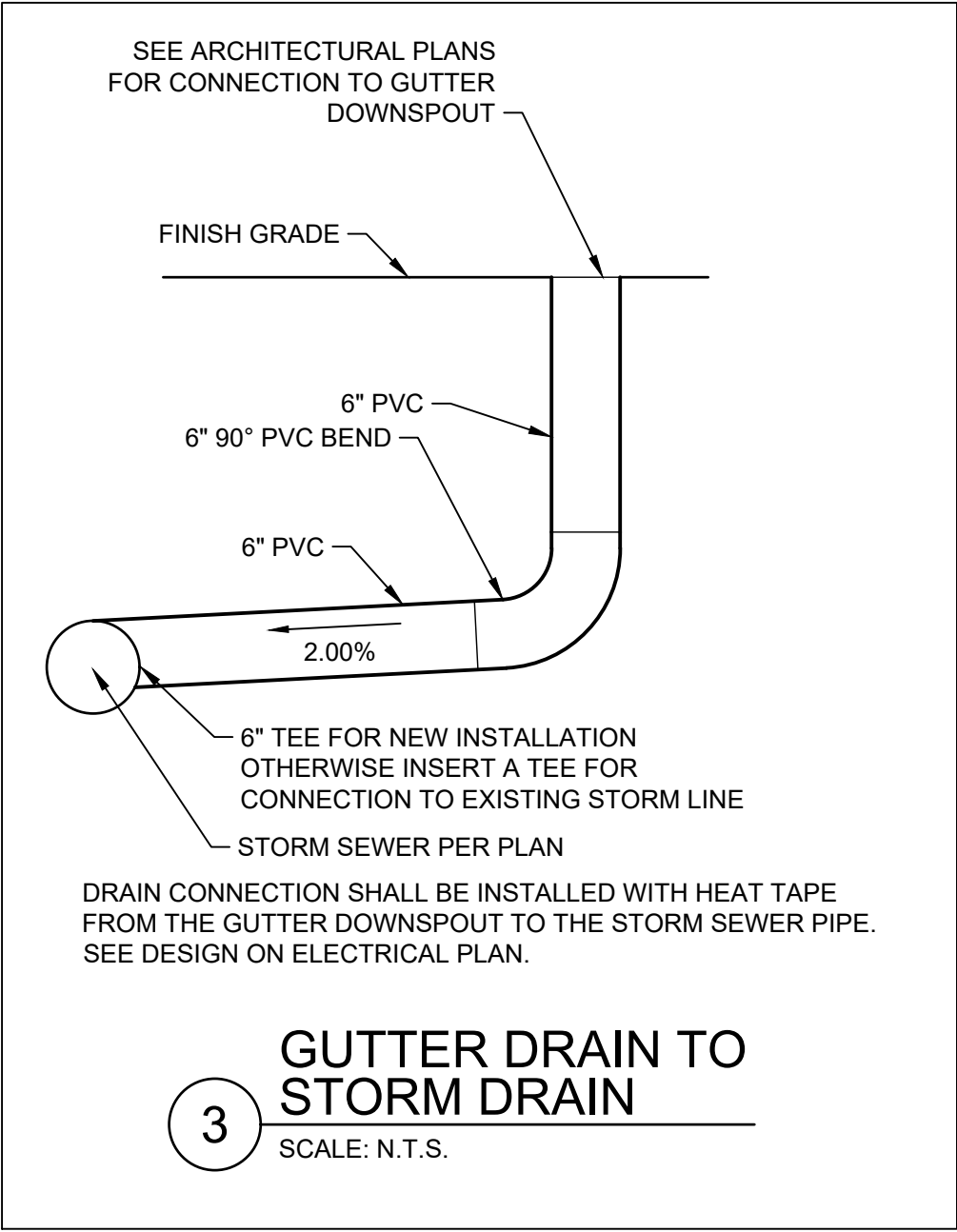
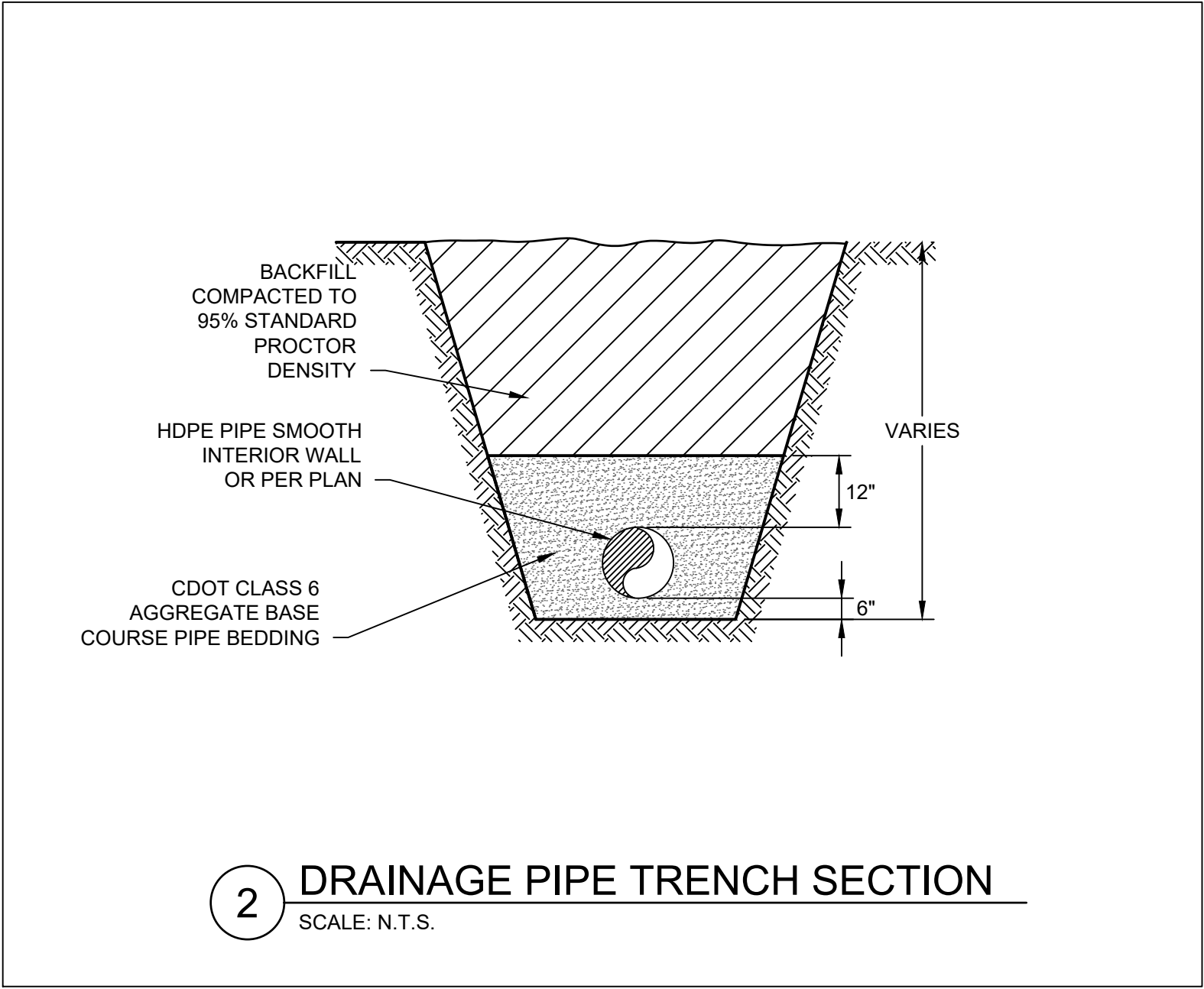
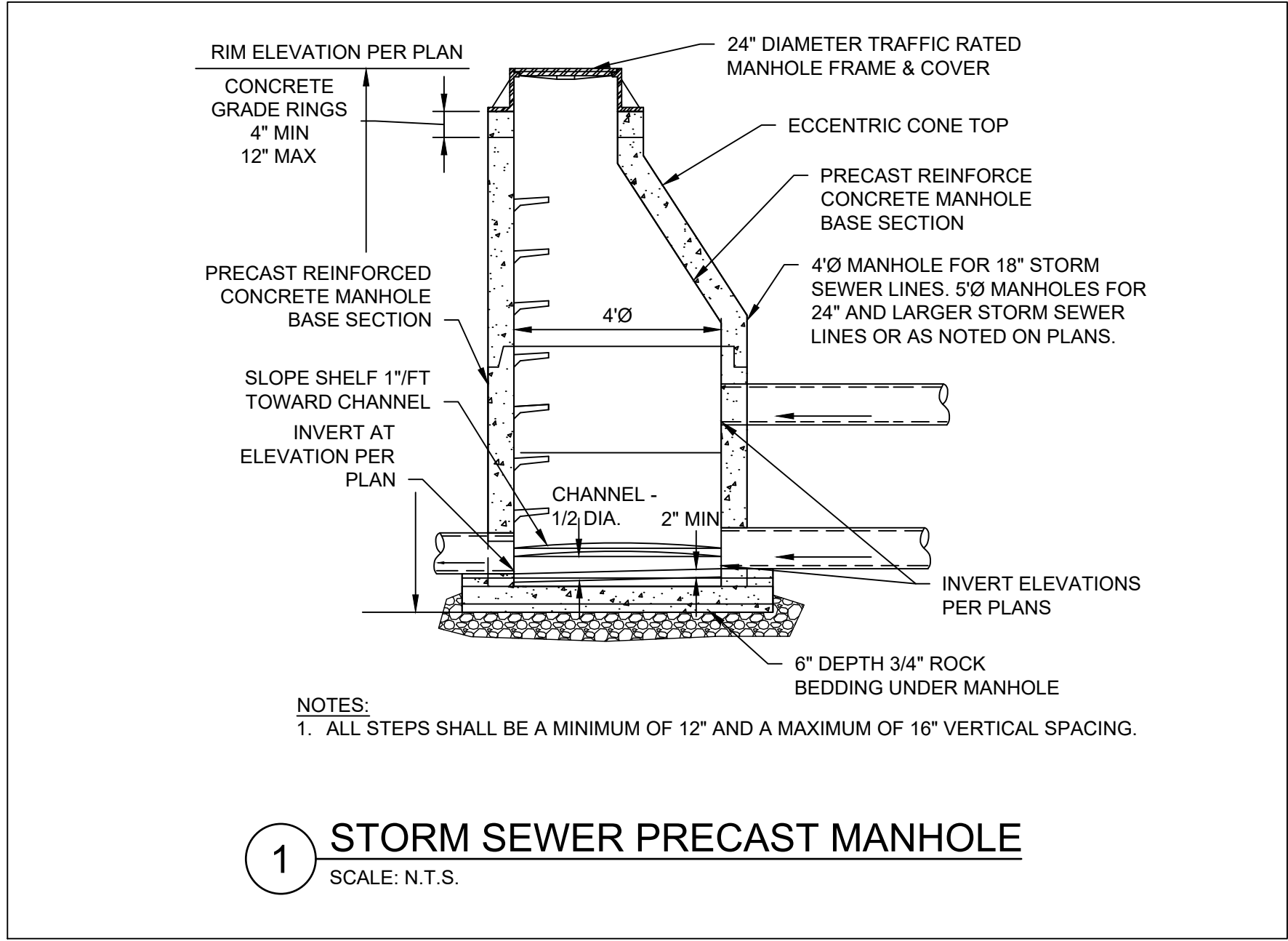
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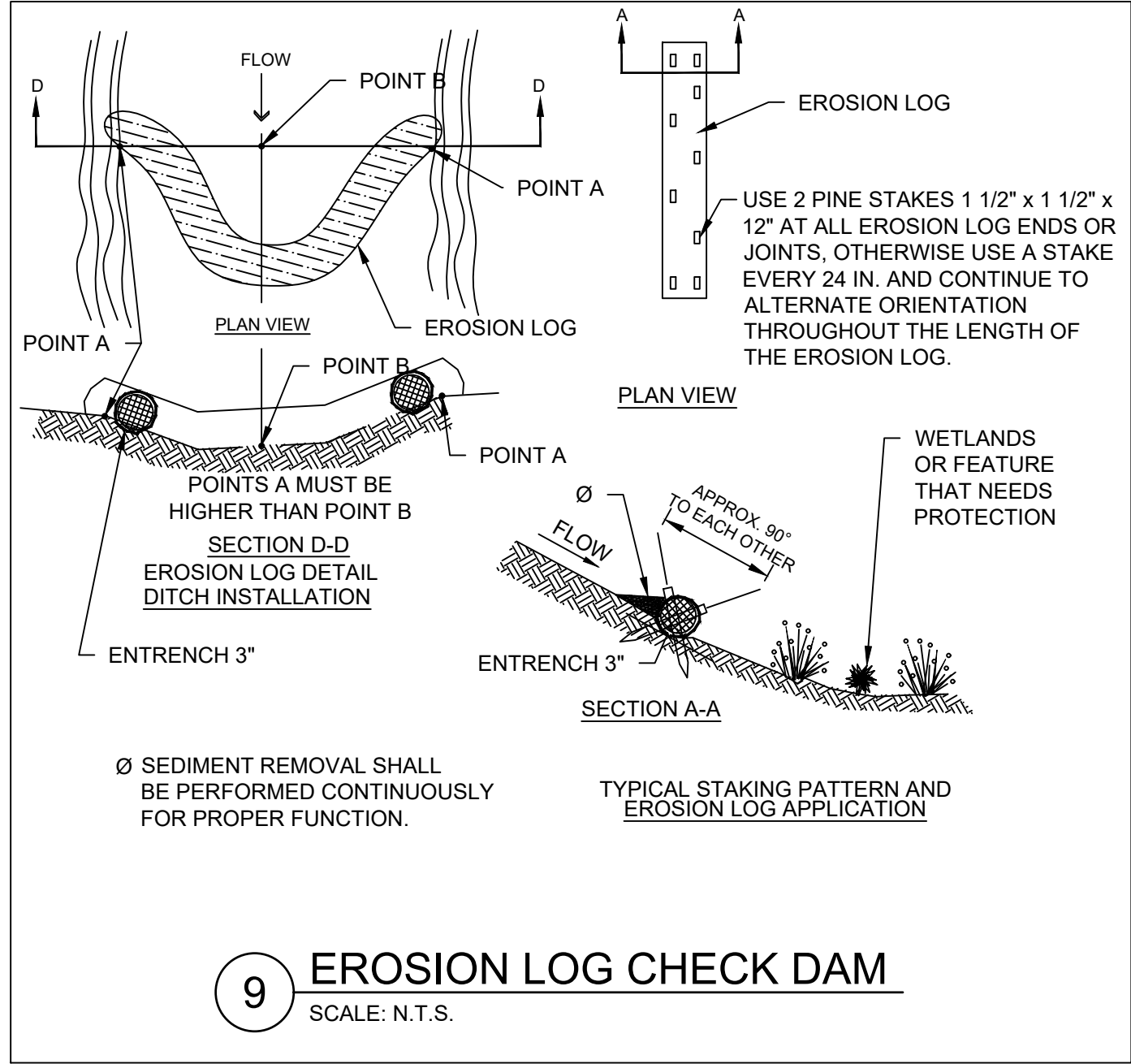
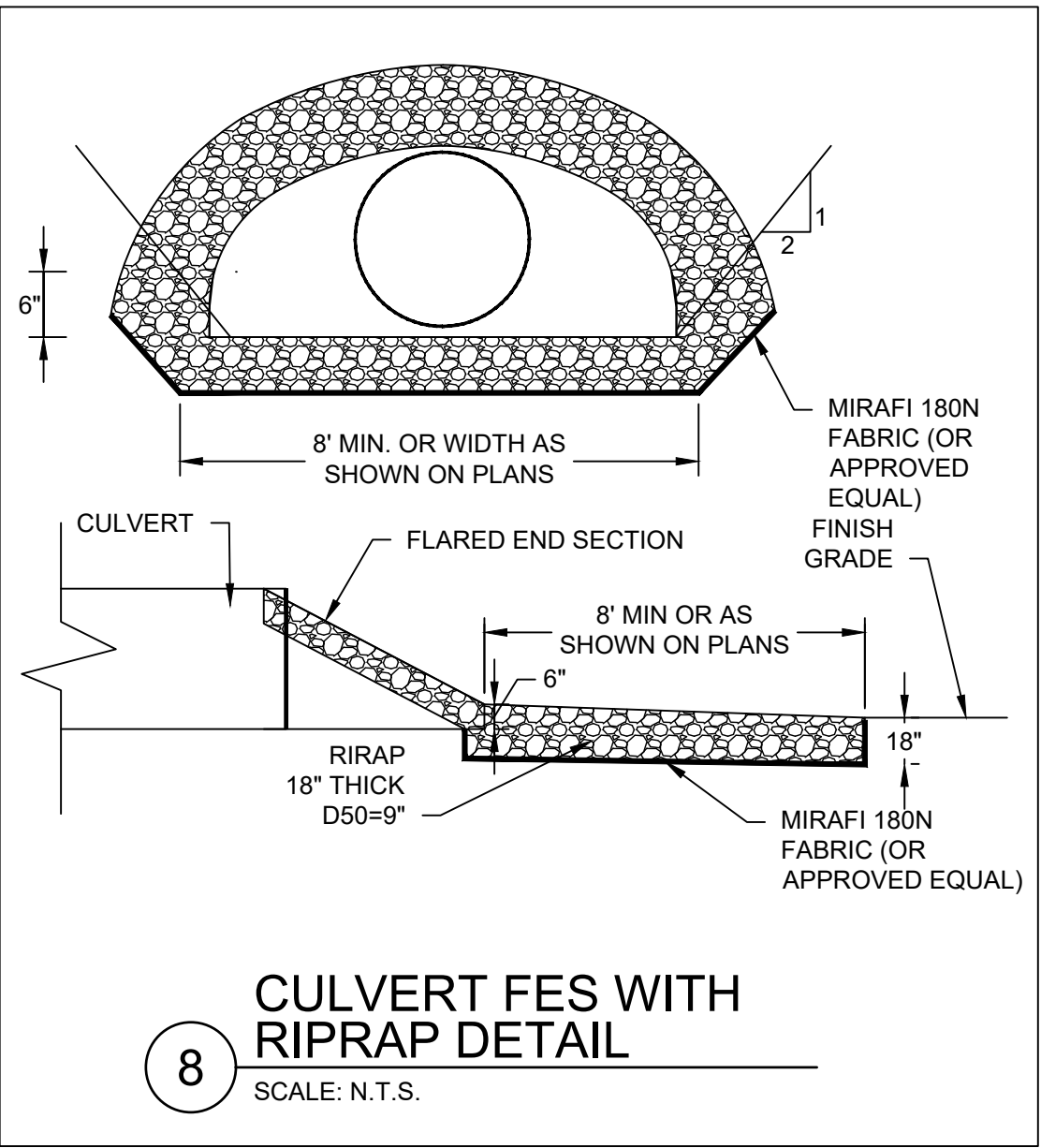
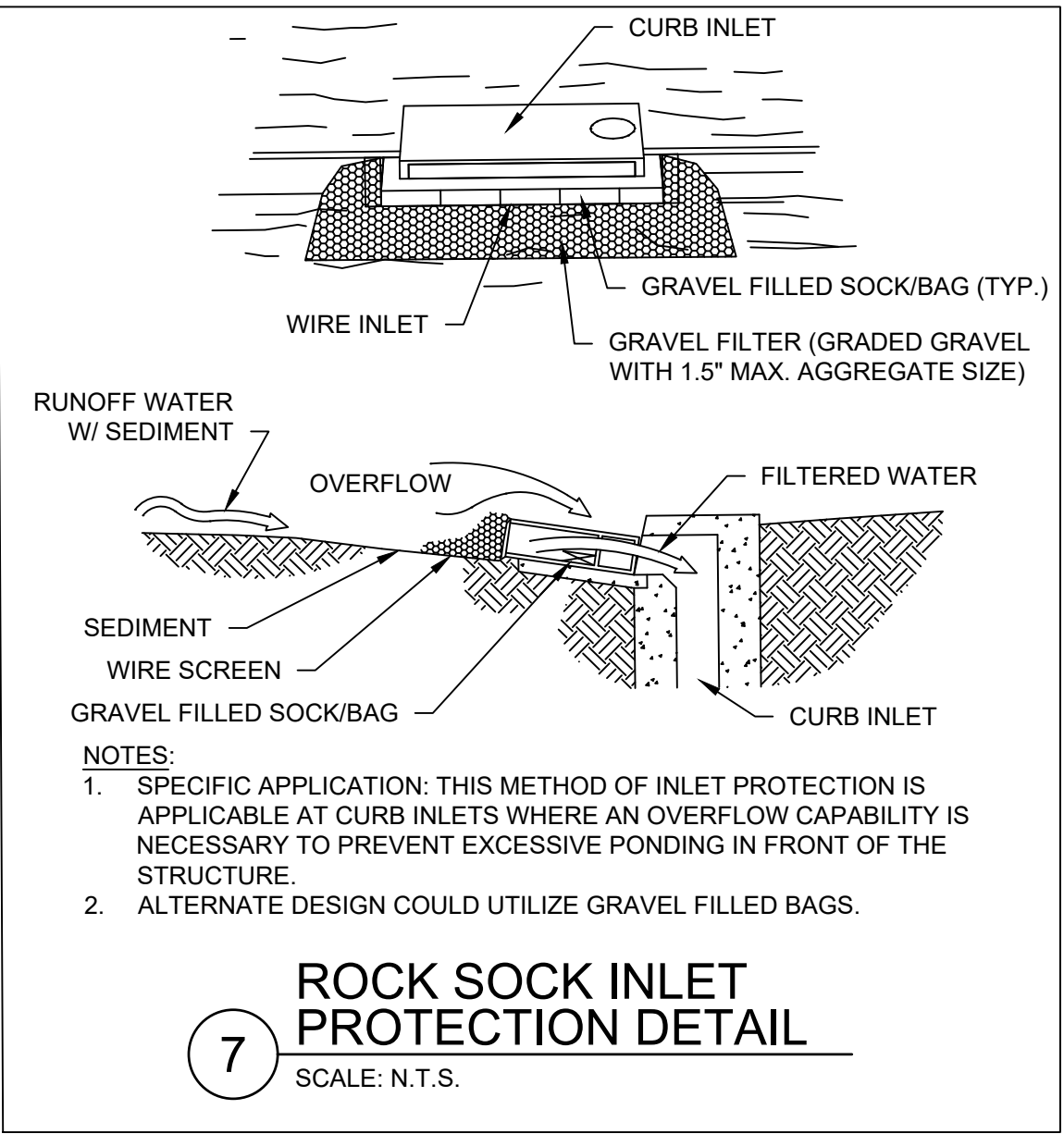
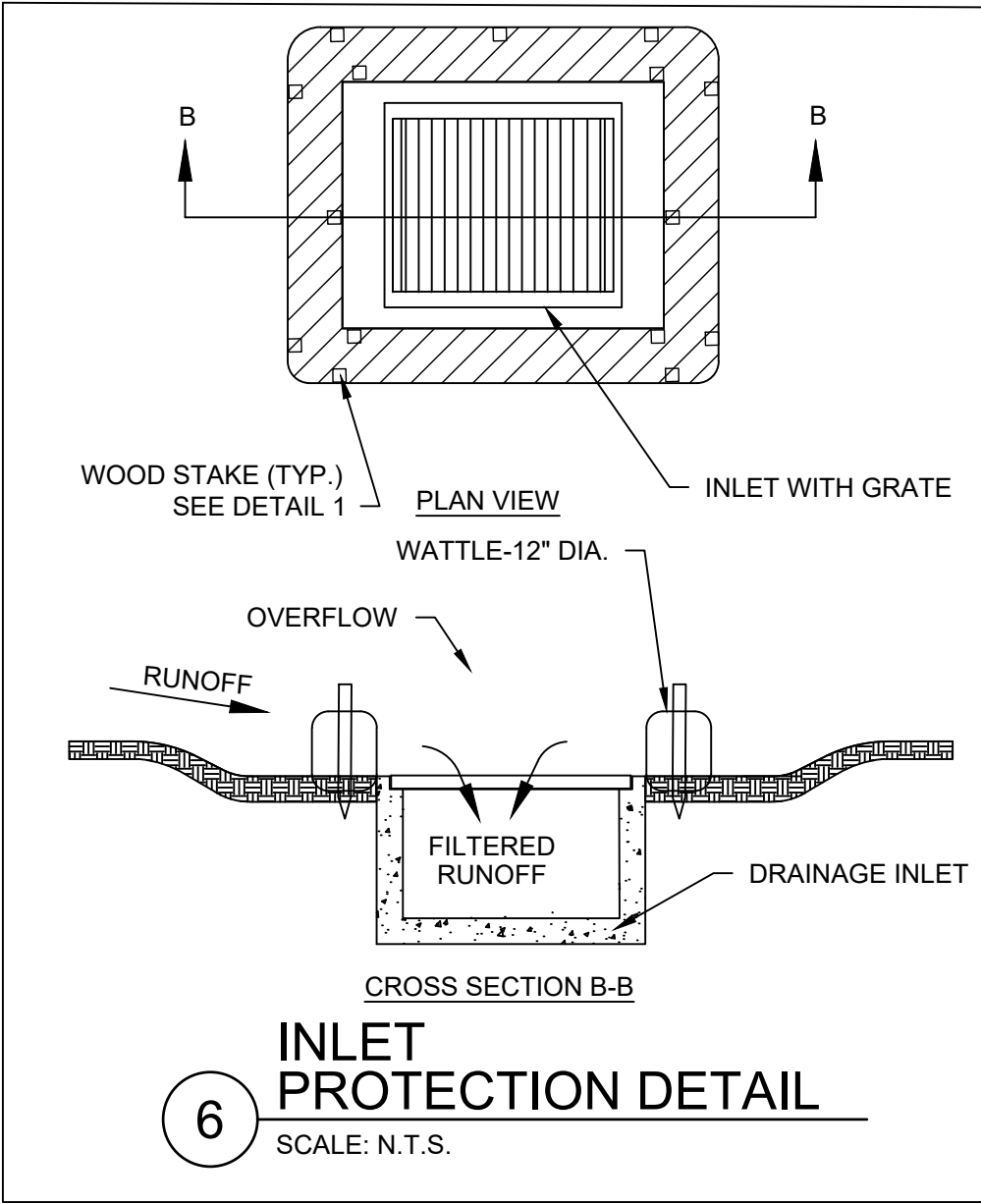
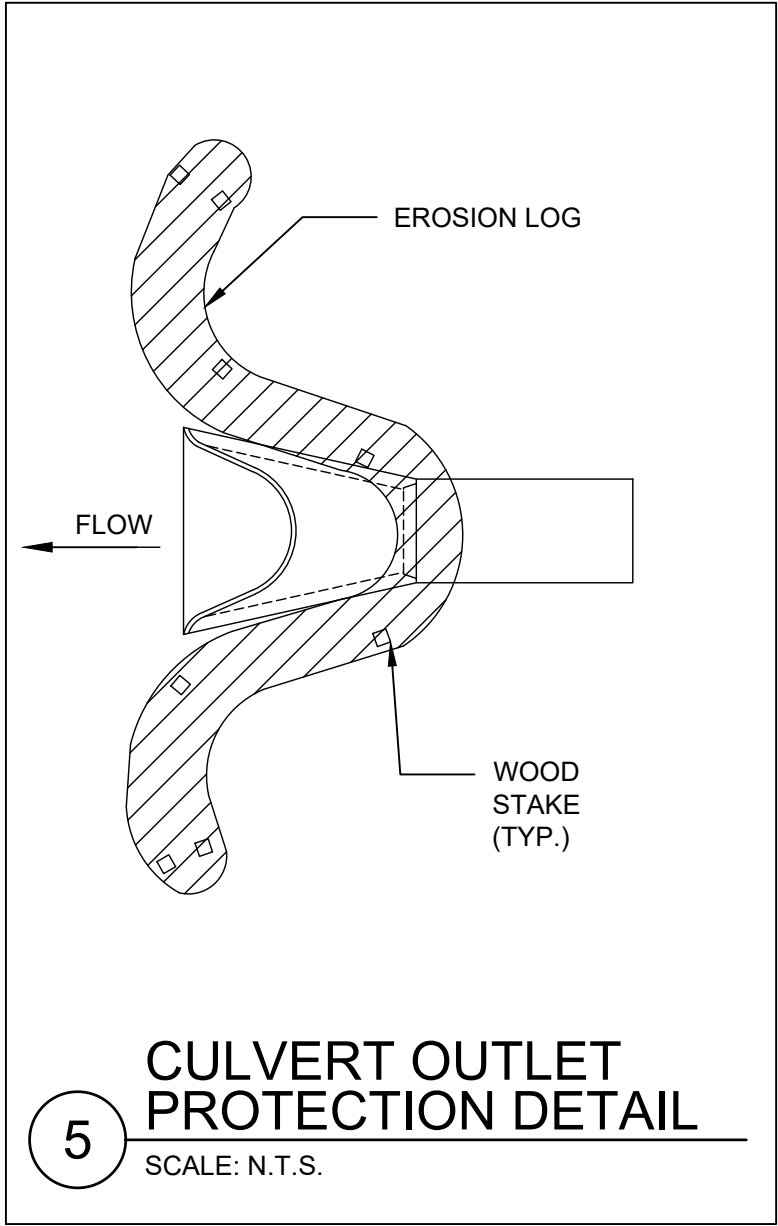
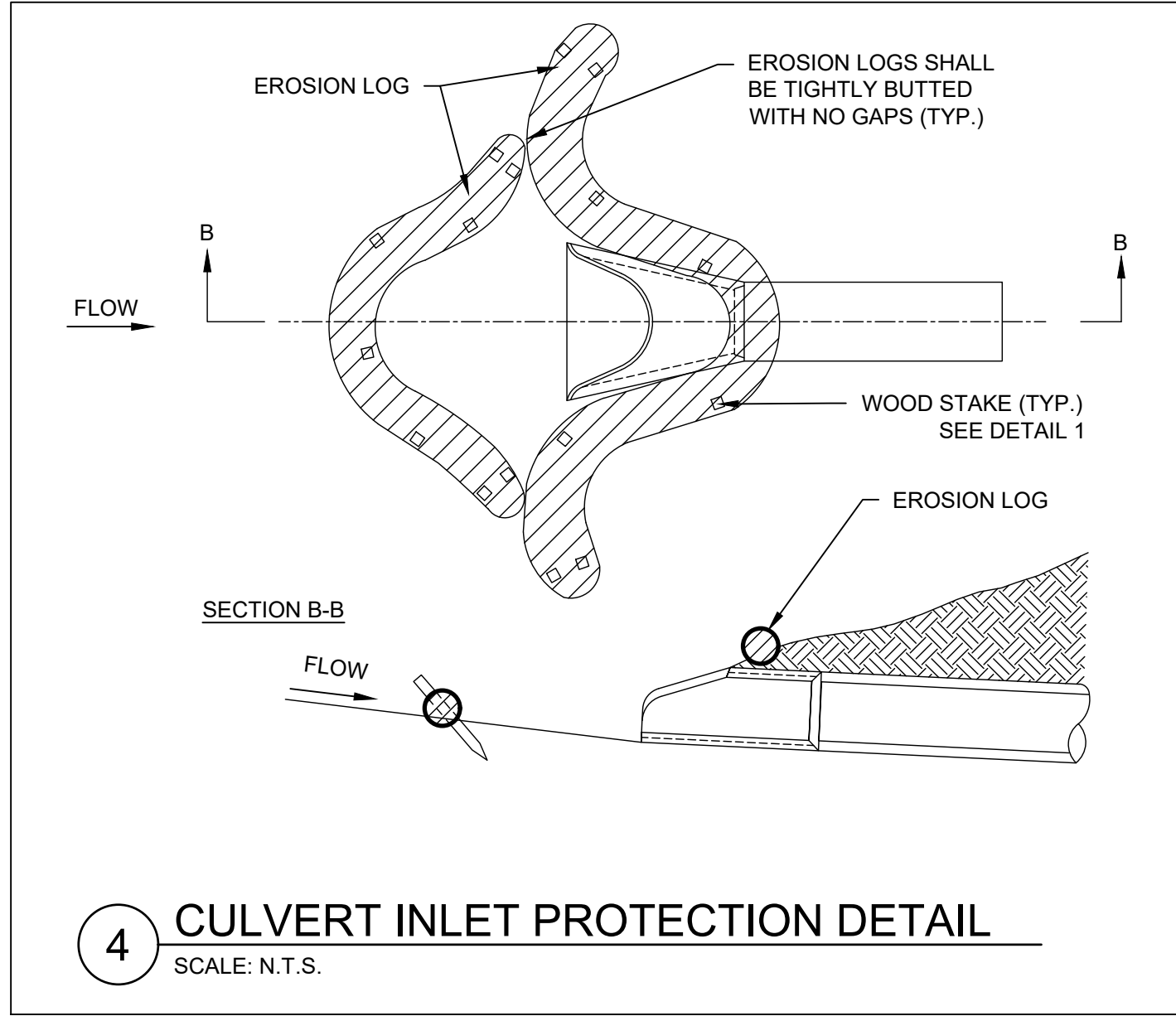
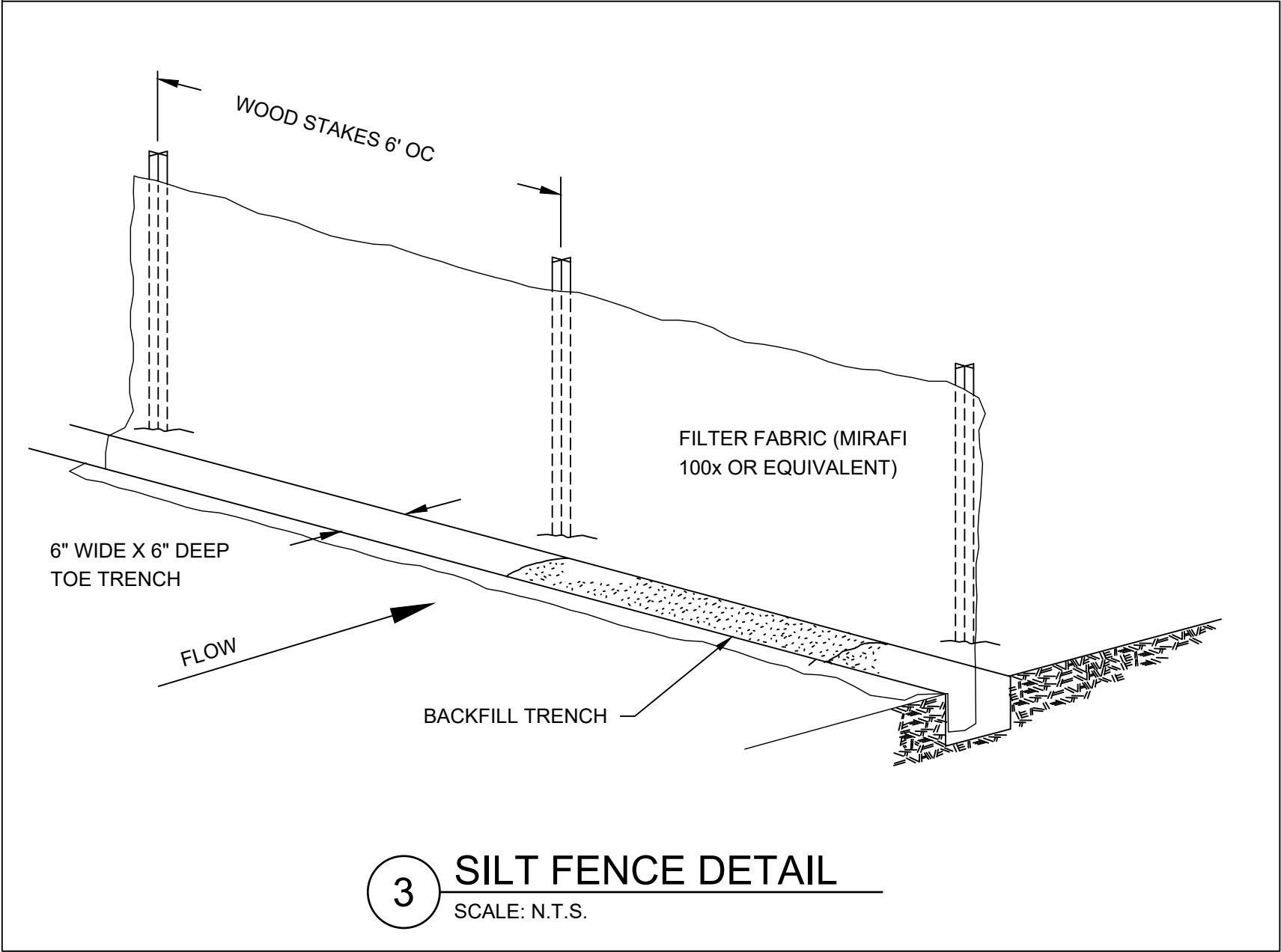
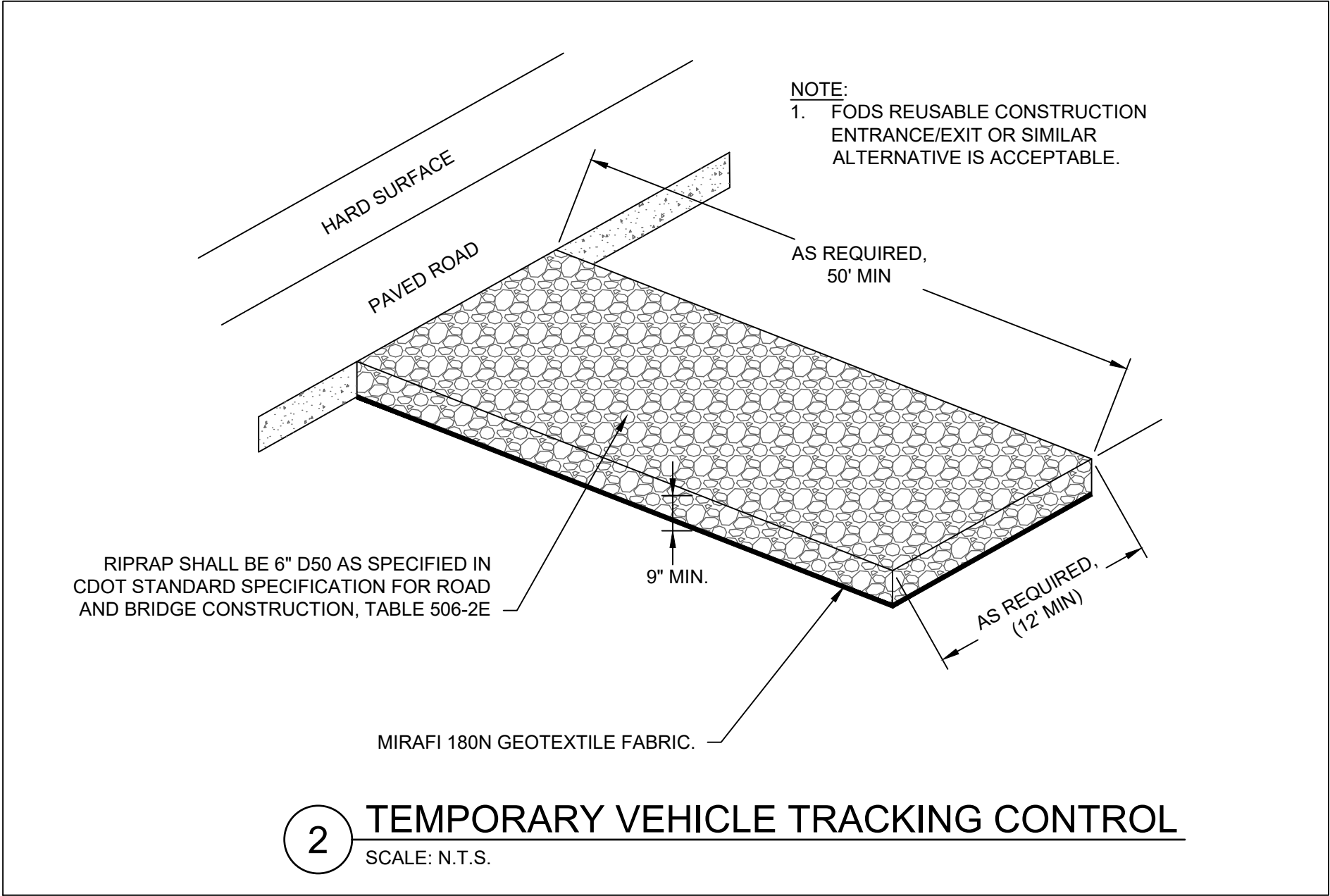
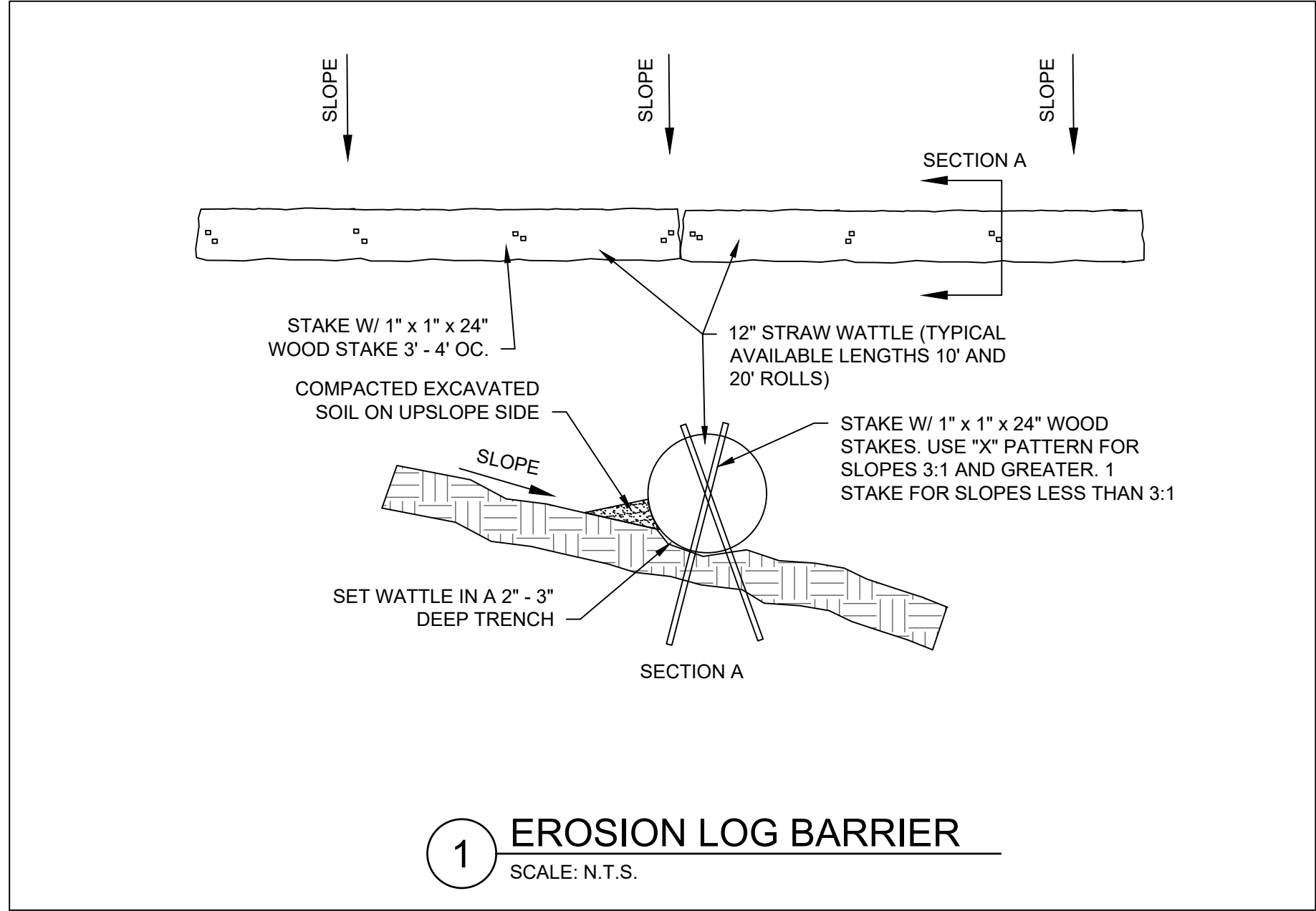
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SERVICES PLANS
AND PROFILES**

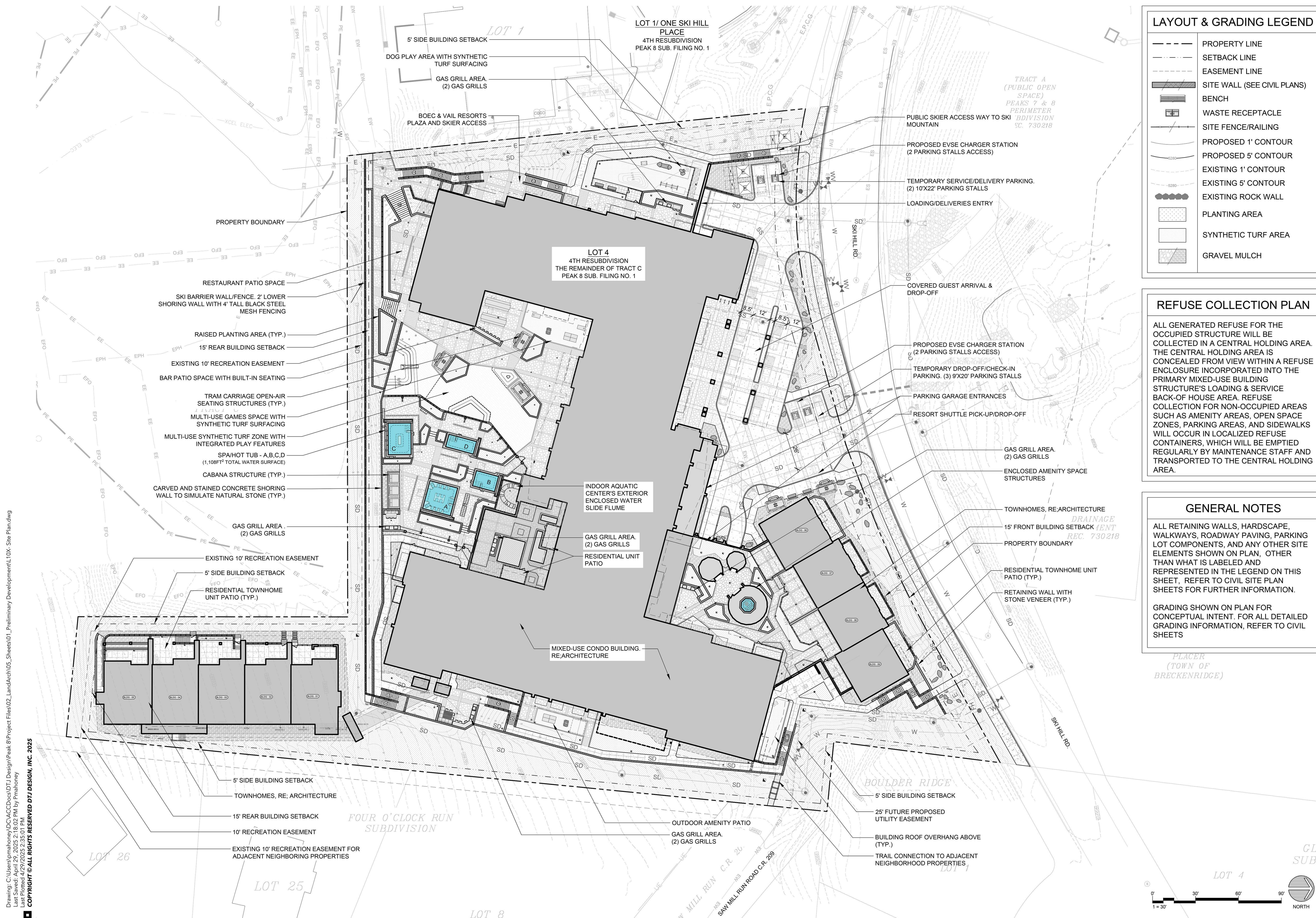
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LANDSCAPE SITE LEGEND

PROPERTY LINE

SETBACK LINE

EASEMENT LINE

LOT COVERAGE DIAGRAM LEGEND

OPEN SPACE / PERMEABLE AREAS

HARDSCAPE AREAS

BUILDING AREAS

LOT COVERAGE SUMMARY

PEAK 8		
	SQ.FT	PERCENTAGE
OPEN SPACE/ PERMEABLE AREA	57,639 S.F.	31.7%
HARDSCAPE	52,422 S.F.	28.8%
BUILDING	71,864 S.F.	39.5%
TOTAL LOT AREA	181,925 S.F.	100%

THE IMPERIAL / PARCEL 4

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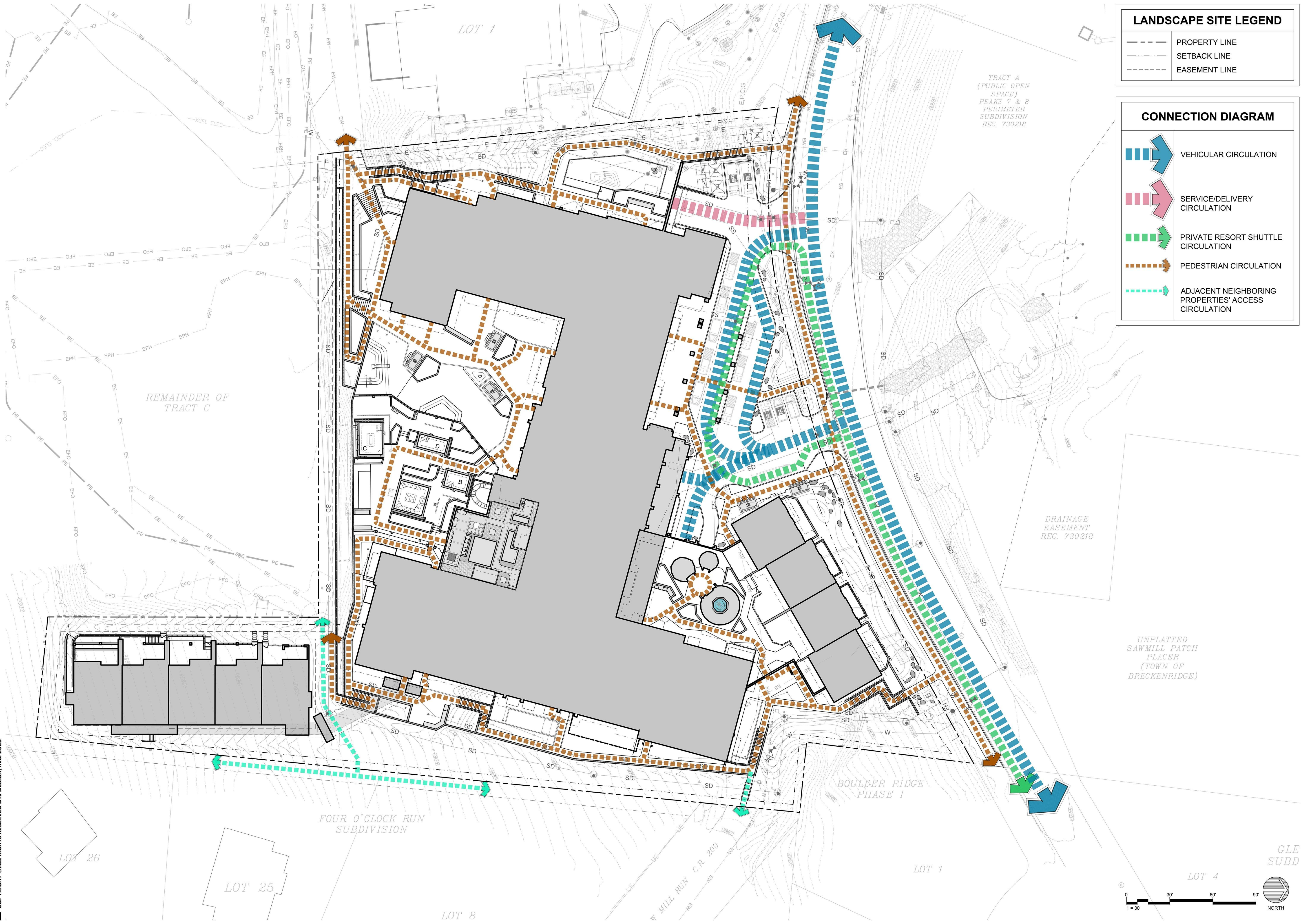
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PROJECT NO.:	2023024.40
ISSUE DATE:	03/17/2025
REVISIONS:	1 04/30/2025

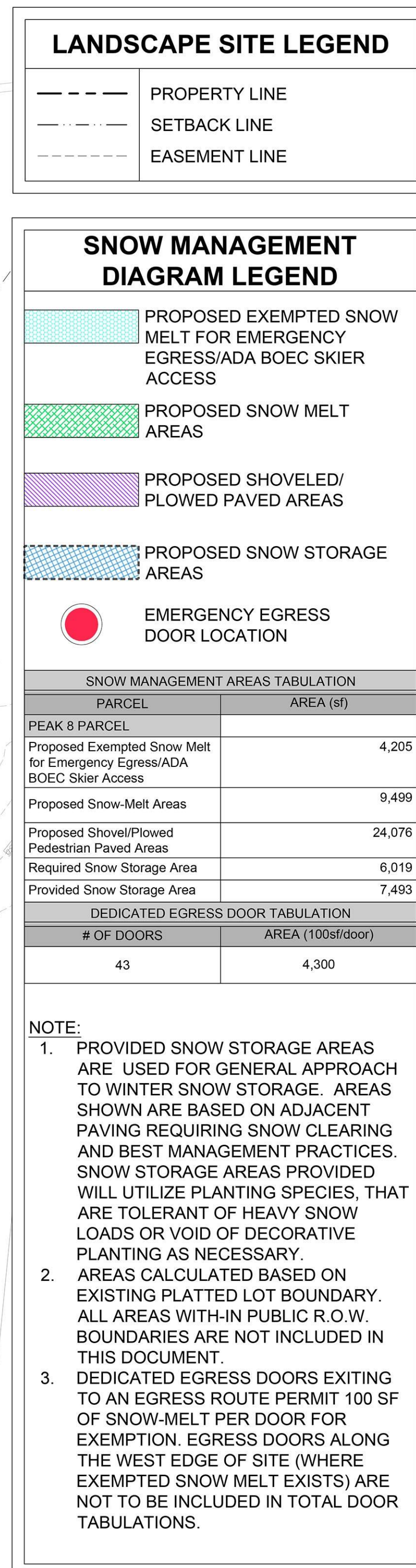
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LOT COVERAGE PLAN

SHEET NUMBER:

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LANDSCAPE SITE LEGEND		
	PROPERTY LINE	
	SETBACK LINE	
	EASEMENT LINE	

EXISTING TREE MANAGEMENT LEGEND		
EXISTING TREE MANAGEMENT LEGEND		
SYMBOL	CATEGORY	QTY.
	EXISTING TREE TO BE PRESERVED	4
TOTAL PRESERVED		4
	EXISTING TREE TO BE REMOVED	49
TOTAL REMOVED		49
	PROPOSED TREE	158
TOTAL ADDED		158
	FORESTED AREA TO BE PRESERVED	3,434 FT ² (.079 ACRES)
TOTAL PRESERVED		3,434 FT ²
	FORESTED AREA TO BE REMOVED	29,613 FT ² (.679 ACRES)
TOTAL REMOVED		29,596 FT ²

- EXISTING TREE MANAGEMENT NOTES**
1. ALL EXISTING VEGETATION ON SITE IS TO BE PRESERVED OUTSIDE THE BOUNDARIES OF GRADING DISTURBANCE ZONES, OR OTHERWISE NOTED ON THIS DOCUMENT. PROJECT SHALL ADHERE TO CURRENT CODE COMPLIANCE FOR WILDLAND FIRE MITIGATION DEFENSIBLE SPACE, WHERE APPLICABLE, AS OUTLINED BY THE LOCAL FIRE JURISDICTION AUTHORITY AND TOWN OF BRECKENRIDGE DEVELOPMENT CODE PERAMETERS.
 2. ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED BASED ON DETAILED SITE SURVEY TREE LOCATIONS AND FORESTED BOUNDARIES, AS WELL AS AERIAL PHOTOGRAPHIC ANALYSIS. EXACT TREE LOCATIONS AND FORESTED BOUNDARIES MAY DIFFER SLIGHTLY FROM SURVEY INFORMATION.
 - 3.

Drawing: C:\Users\pmaohoney\DCV\ACCDocs\DTJ Design\Peak 8\Project Files\02_LandArch\05_Sheets\01_Preliminary Development\L10X-Wall Diagram.dwg
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LANDSCAPE SITE LEGEND

PROPERTY LINE

SETBACK LINE

EASEMENT LINE

SITE WALL LEGEND

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

CHARACTER IMAGE BUILT IMAGE

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

COLORADO BUFF SANDSTONE CAP

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

CHARACTER IMAGE BUILT IMAGE

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

COLORADO BUFF SANDSTONE CAP

SOIL NAIL SHORING WALL WITH CARVED & STAINED FAUX STONE SURFACE FINISH. STYLE AND COLORATION TO SIMULATE DRY STACKED BOULDER WALL

ESSEX LEDGER (#M18) BY BOULDERSCAPE

SOIL NAIL SHORING WALL WITH CARVED & STAINED FAUX STONE SURFACE FINISH & MOUNTED BARRIER RAIL. STYLE AND COLORATION TO SIMULATE DRY STACKED BOULDER WALL

ESSEX LEDGER (#M18) BY BOULDERSCAPE

SOLDIER PILE SHORING WALL WITH CARVED & STAINED FAUX STONE SURFACE FINISH. STYLE AND COLORATION TO SIMULATE DRY STACKED BOULDER WALL

ESSEX LEDGER (#M18) BY BOULDERSCAPE

BUILDING FOUNDATION SOLDIER PILE SHORING WALL. LOCATIONS SEE ARCHITECTURE & STRUCTURAL PLANS

0' 30' 60' 90'

1" = 30'

NORTH

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THE IMPERIAL / PARCEL 4

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FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY: PM

CHECKED BY: ZE

PROJECT NO.: 2023024.40

ISSUE DATE: 03/17/2025

REVISIONS: 1 04/30/2025

SHEET TITLE: SITE WALL MATERIALS PLAN

SHEET NUMBER: L105

Page 81 of 558

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LANDSCAPE SITE LEGEND

PROPERTY LINE

SETBACK LINE

EASEMENT LINE

SITE FENCE/RAIL LEGEND

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

PROPOSED TYPICAL ELEVATION DESIGN IMAGES

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

CHARACTER IMAGE OF DESIGN INTENT

FENCE TYPE 3 - PATIO EDGE FENCE
42" HEIGHT, METAL FRAMING WITH MESH INFILL PANELS, PAINTED DARK BROWN COLOR FINISH.

FENCE TYPE 4 - PATIO EDGE FENCE
42" HEIGHT, METAL FRAMING WITH VERTICAL PICKETS, REF. ARCHITECTURE.

FENCE TYPE 5 - SKIER BARRIER
SOIL NAIL SHORING WALL (REF. L105 WALL DIAGRAM), WITH 4' TALL WELDED WIRE MESH METAL FENCING, POWDER COATED BLACK COLOR FINISH. SEE SHEET L200 FOR SKIER BARRIER DESIGN DETAILS.

DESIGN INTENT CHARACTER IMAGES

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

PROPOSED TYPICAL ELEVATION DESIGN

RAIL TYPE 2 - STAIRS & RAMP HANDRAILS
FREE-STANDING OR WALL HUNG PAINTED BENT TUBE STEEL

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

0'
1" = 30'

30'

60'

90'

NORTH

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CHECKED BY: ZE

PROJECT NO.: 2023024.40

ISSUE DATE: 03/17/2025

REVISIONS: 1 04/30/2025

SHEET TITLE:

SITE FENCE PLAN

SHEET NUMBER:

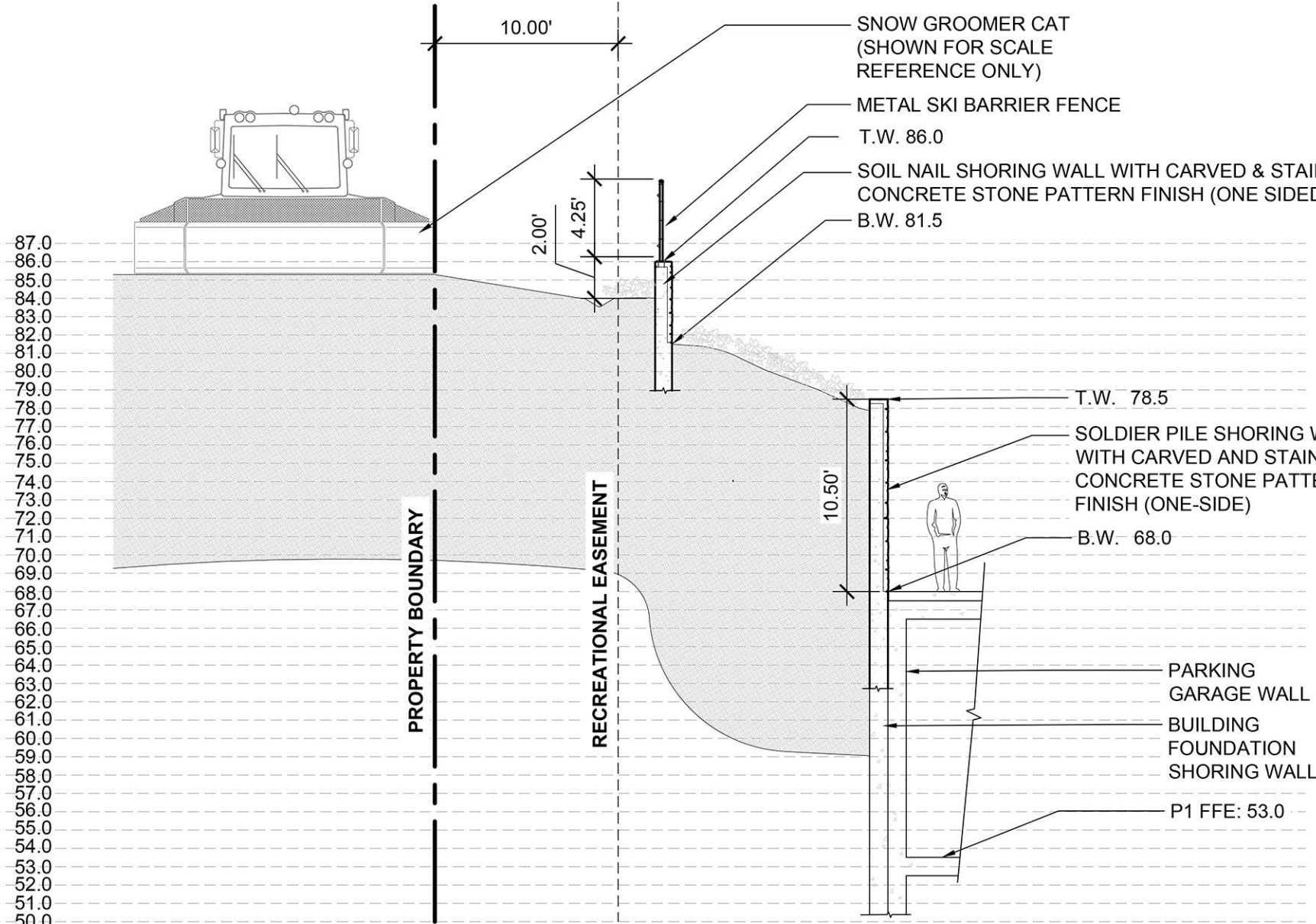
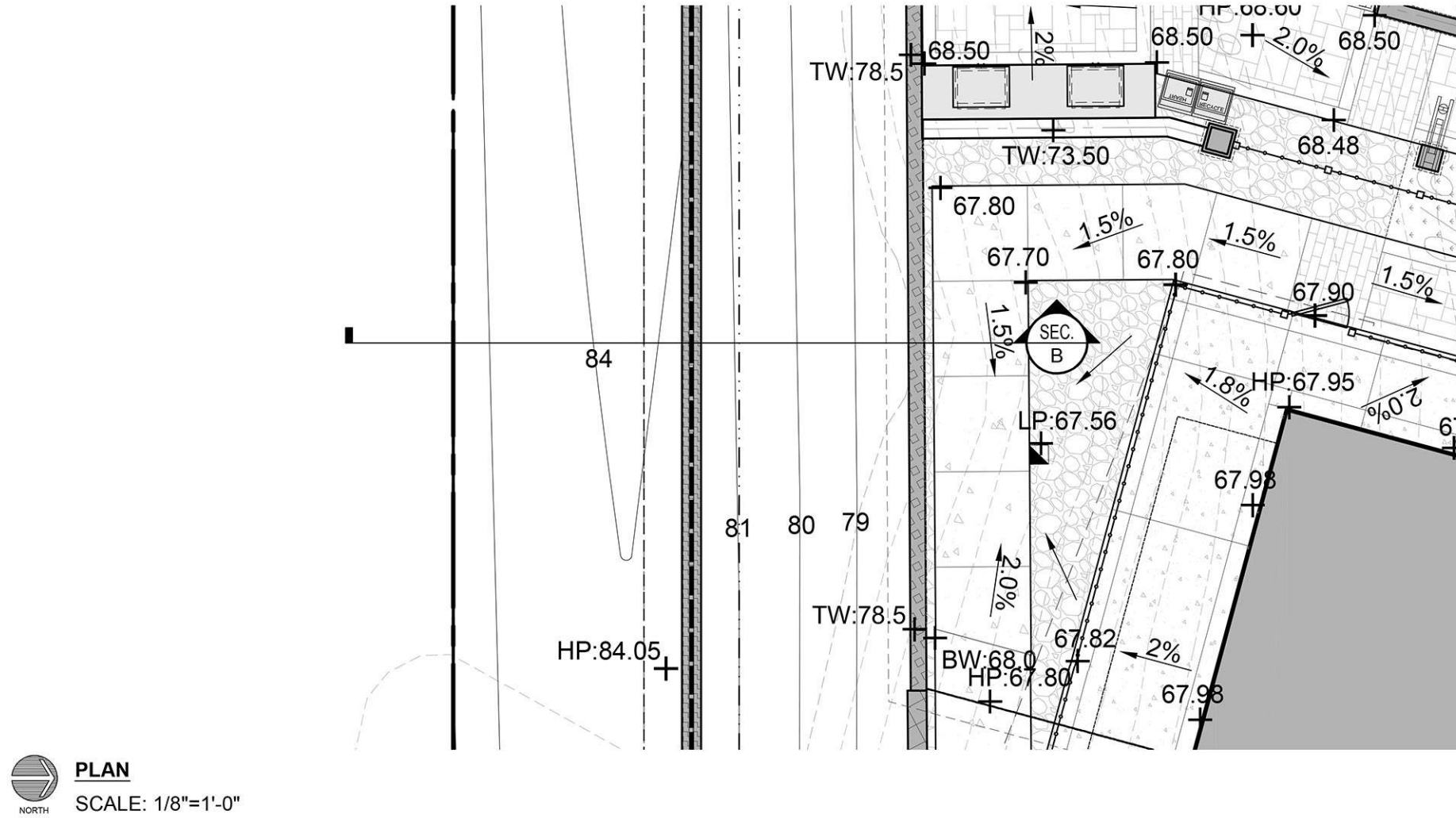
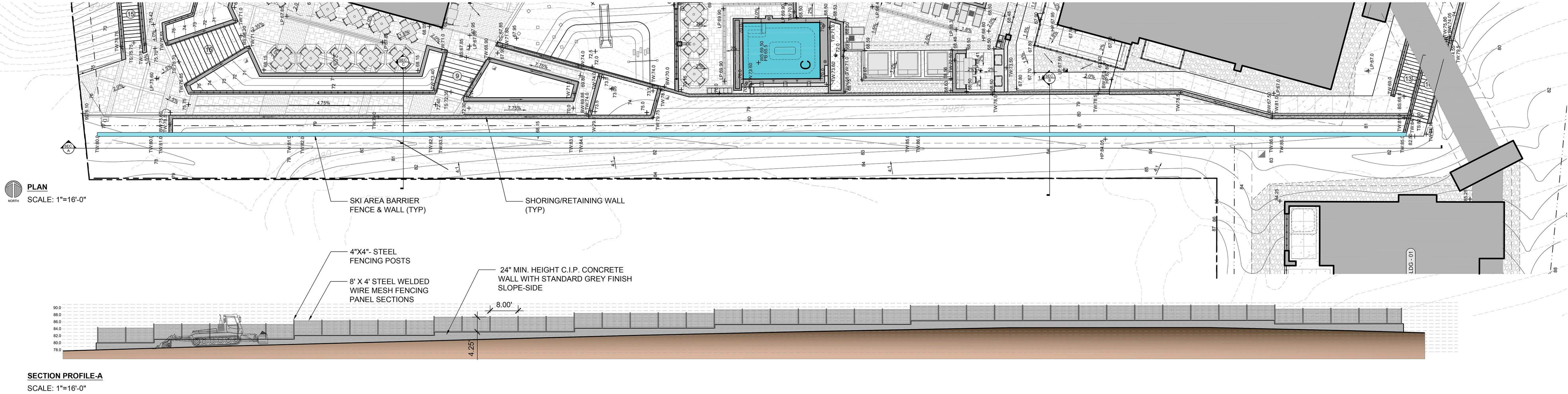
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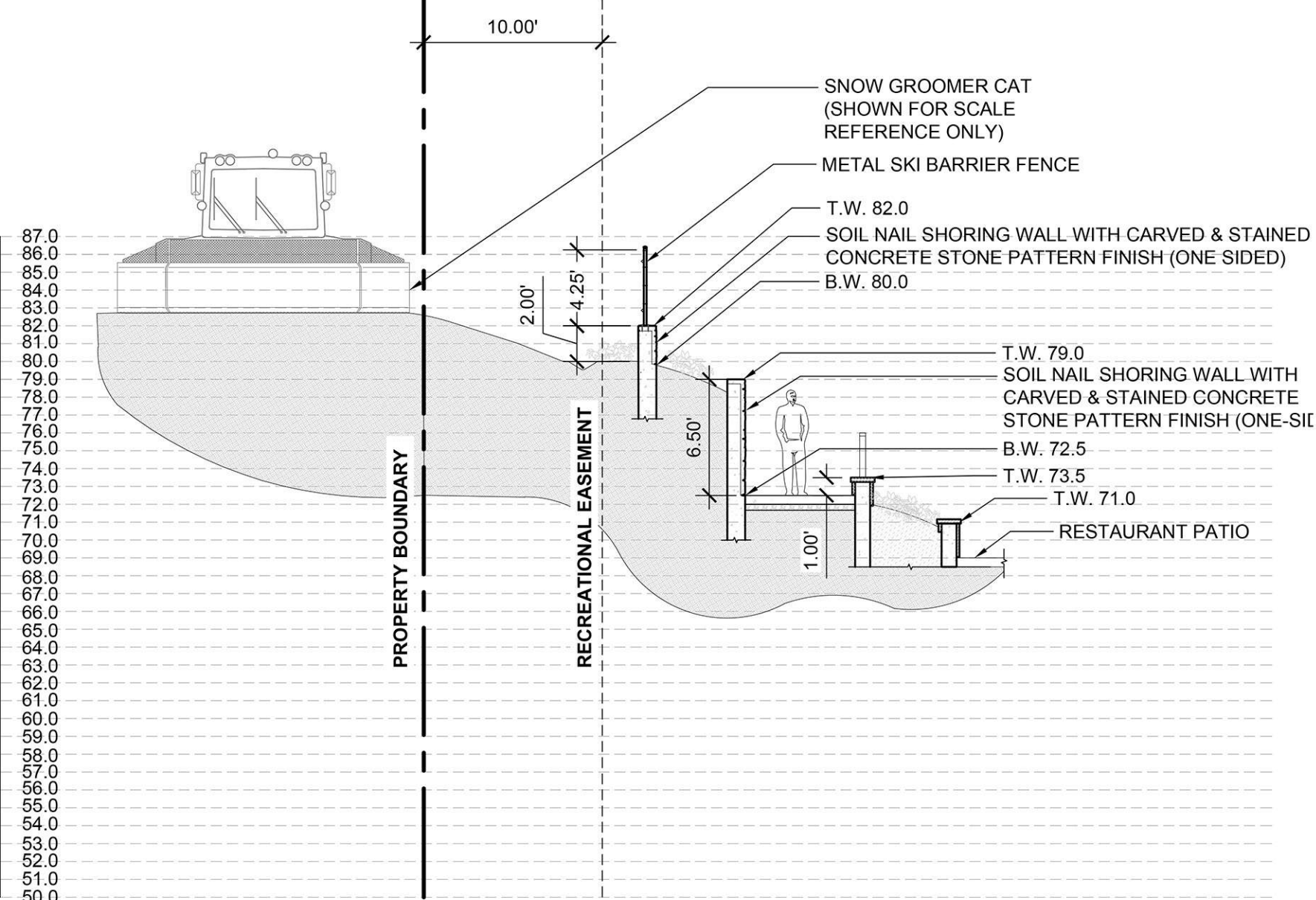
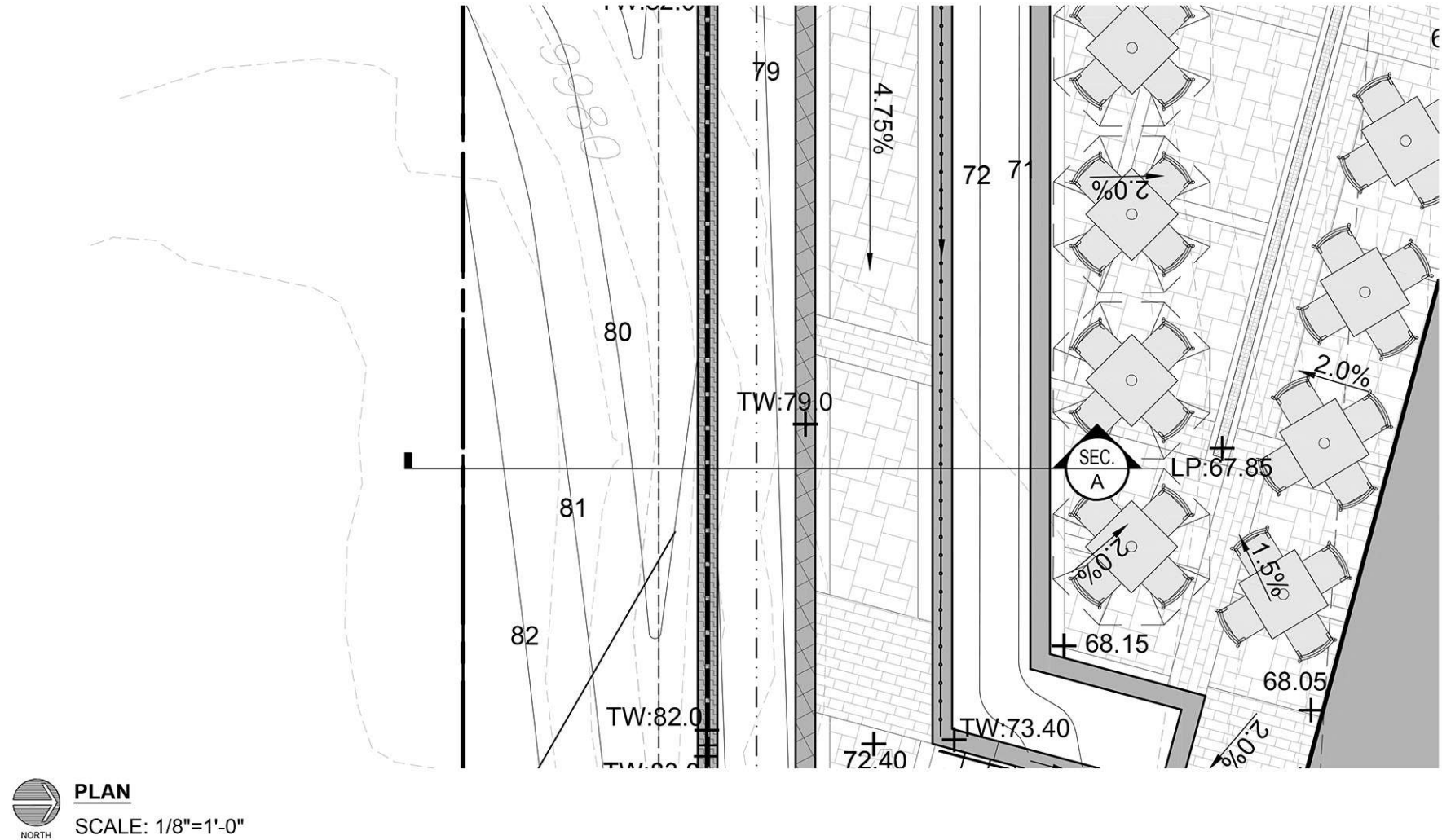
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FENCING CHARACTER
ROLLED-TOP WELDED WIRE MESH FENCE WITH BLACK POWDER COAT FINISH. 4" SQUARE POWDER COAT STEEL POSTS.



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



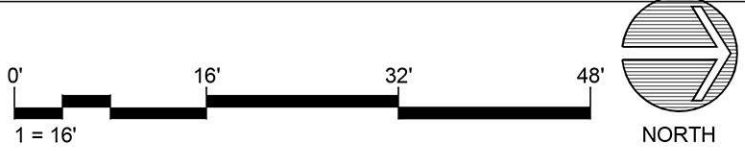
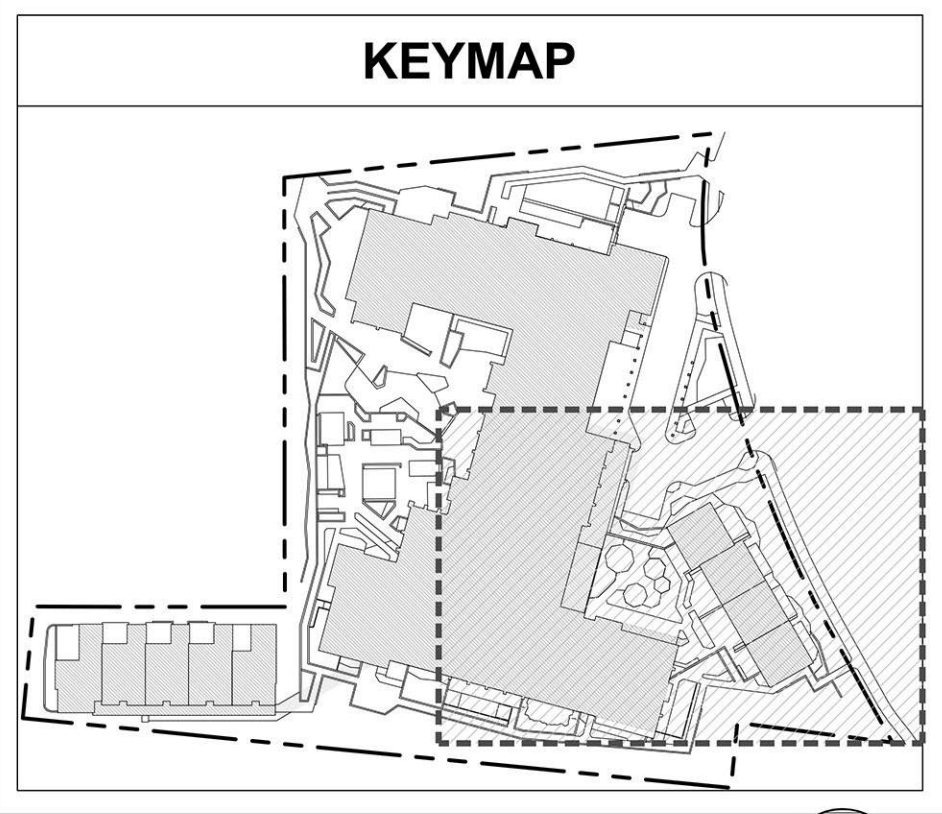
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SCALE: 1/8"=1'-0"

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

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

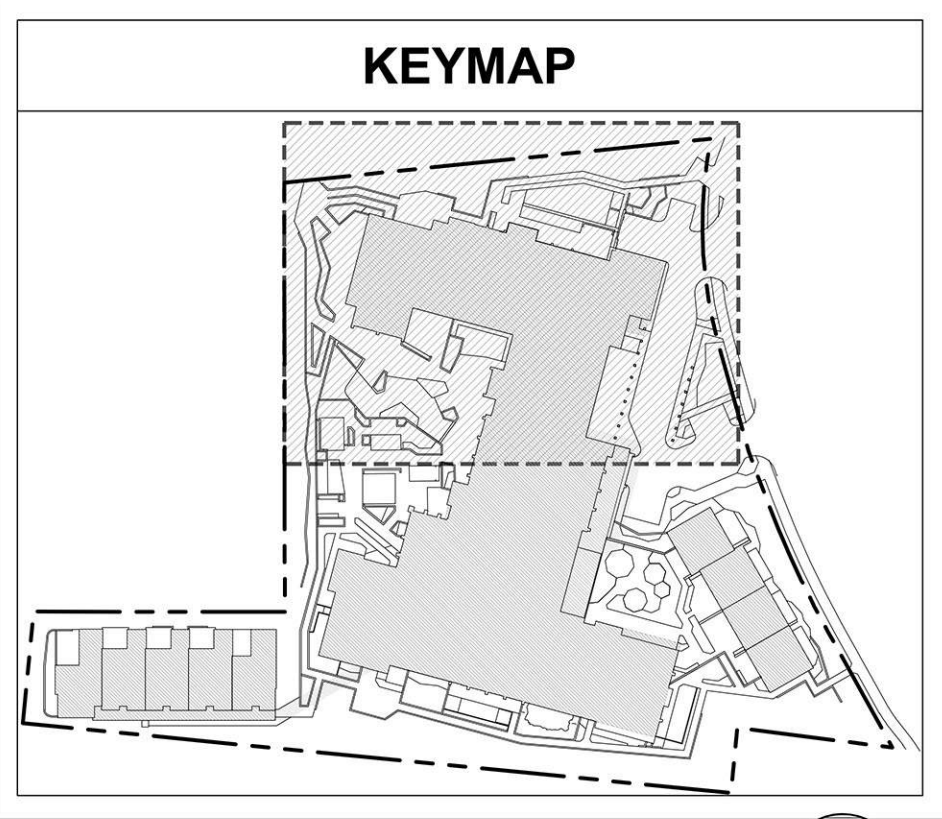


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LANDSCAPE LEGEND	
	MATCH LINE (SEE KEYMAP)
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION
	MULCH HATCH

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



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THE IMPERIAL / PARCEL 4

1599 SKI HILL RD., BRECKENRIDGE, CO 80424

FINAL CLASS A SITE PLAN SUBMITTAL

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PROJECT NO.: 2023024.40

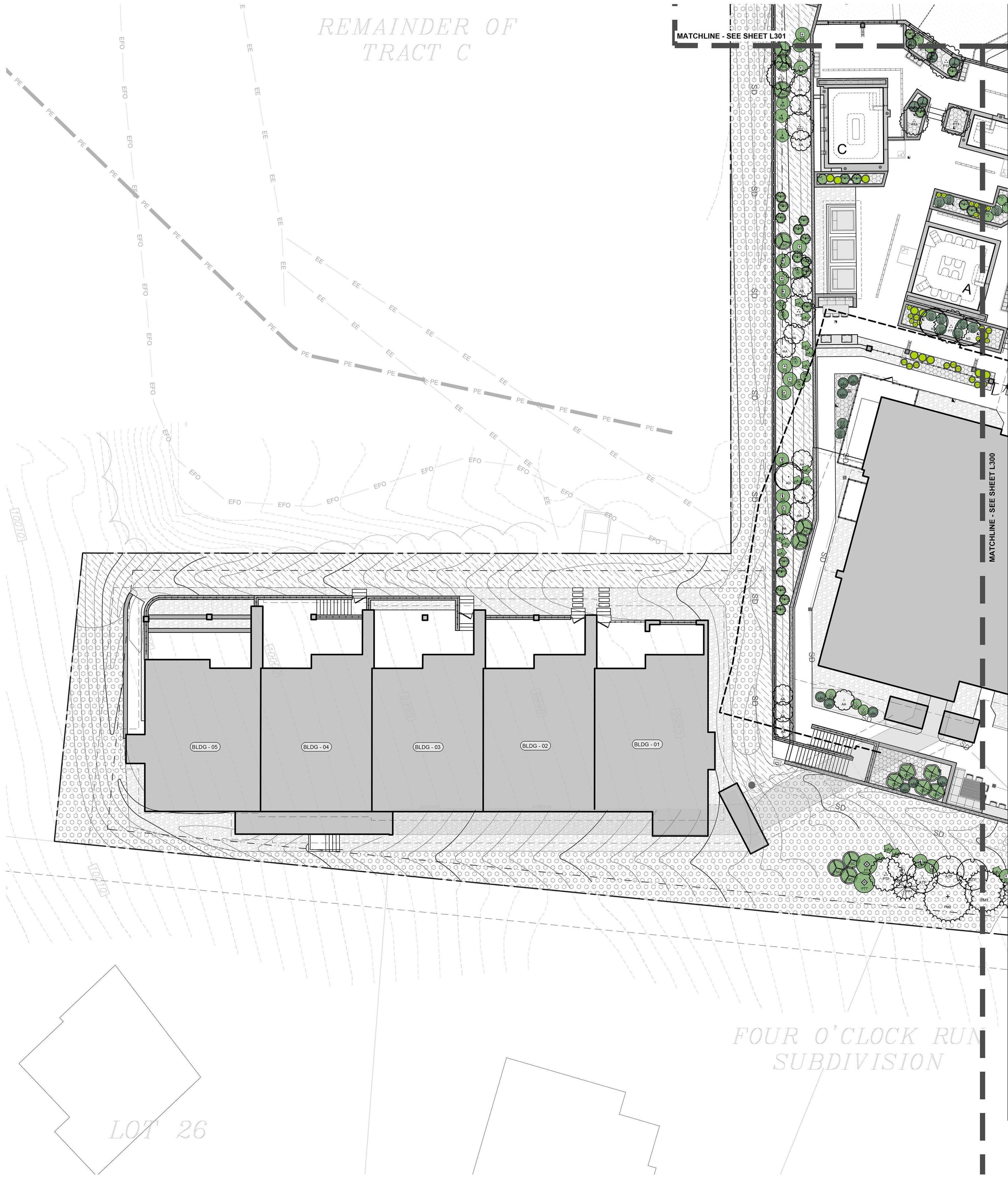
ISSUE DATE: 03/17/2025

REVISIONS: 1 04/30/2025

SHEET TITLE: PLANTING PLAN

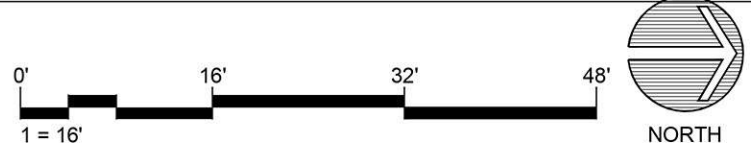
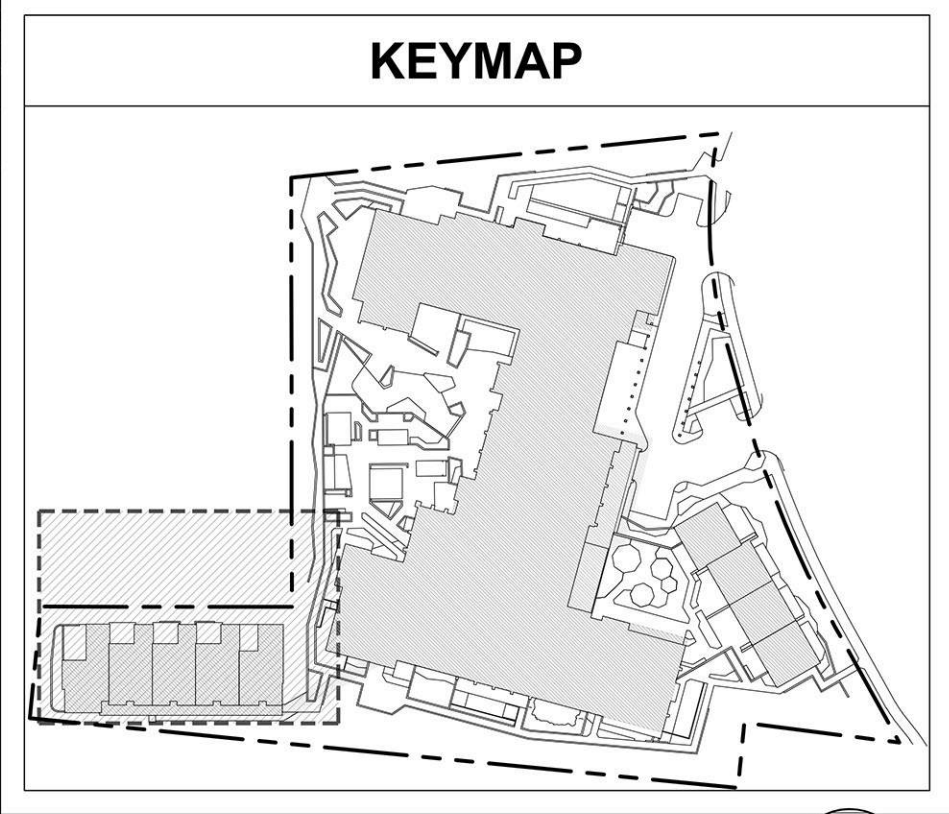
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LANDSCAPE LEGEND	
	MATCH LINE (SEE KEYMAP)
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION
	MULCH HATCH

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



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THE IMPERIAL / PARCEL 4

1599 SKI HILL RD., BRECKENRIDGE, CO 80424

FINAL CLASS A SITE PLAN SUBMITTAL

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PROJECT NO.: 2023024.40

ISSUE DATE: 03/17/2025

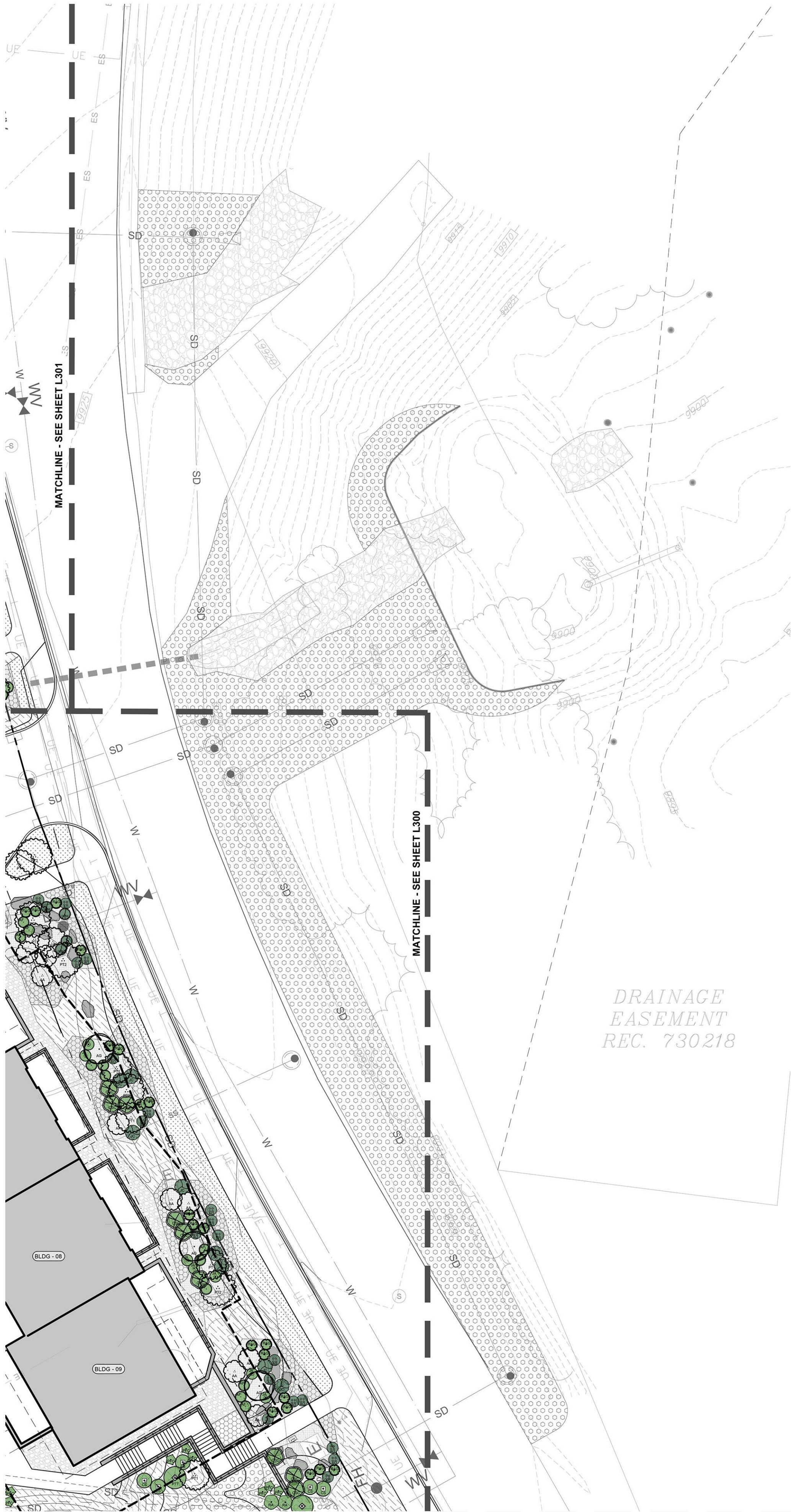
REVISIONS: 1 04/30/2025

SHEET TITLE: PLANTING PLAN

SHEET NUMBER: L302

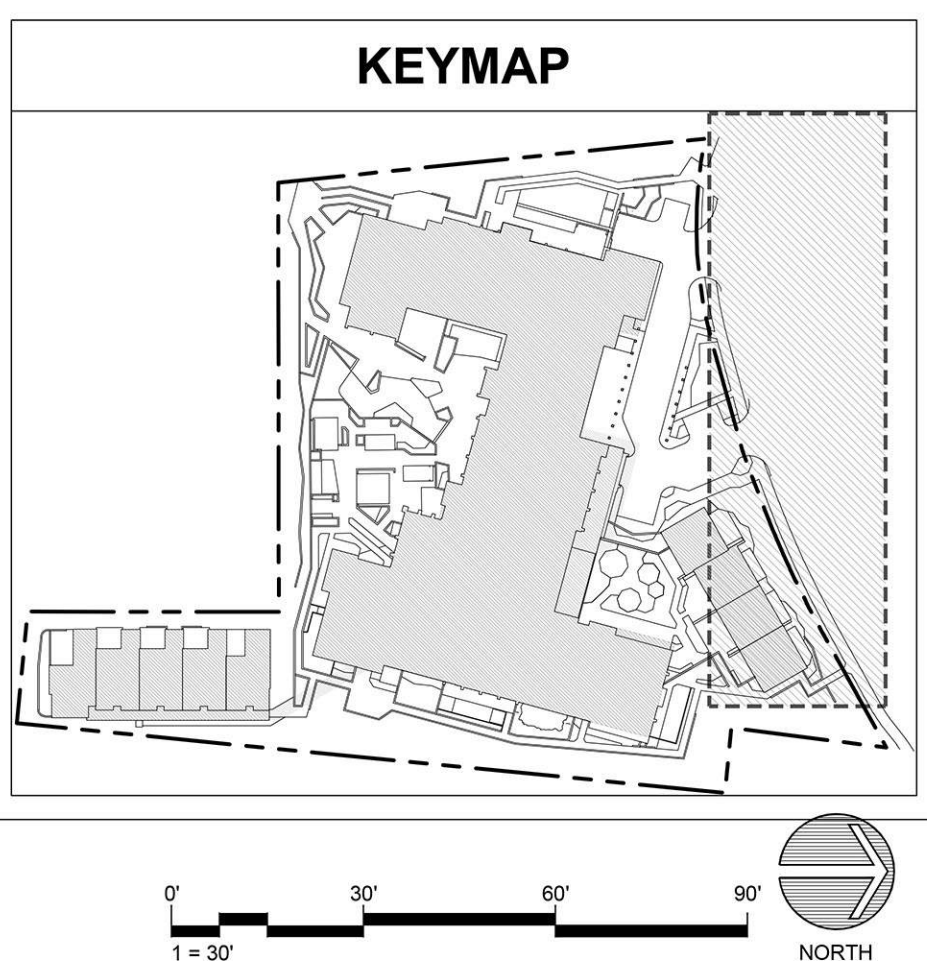
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LANDSCAPE LEGEND	
	MATCH LINE (SEE KEYMAP)
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION
	MULCH HATCH

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



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THE IMPERIAL / PARCEL 4

1599 SKI HILL RD., BRECKENRIDGE, CO 80424

FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY: PM

CHECKED BY: ZE

PROJECT NO.: 2023024.40

ISSUE DATE: 03/17/2025

REVISIONS: 1 04/30/2025

SHEET TITLE:

PLANTING PLAN

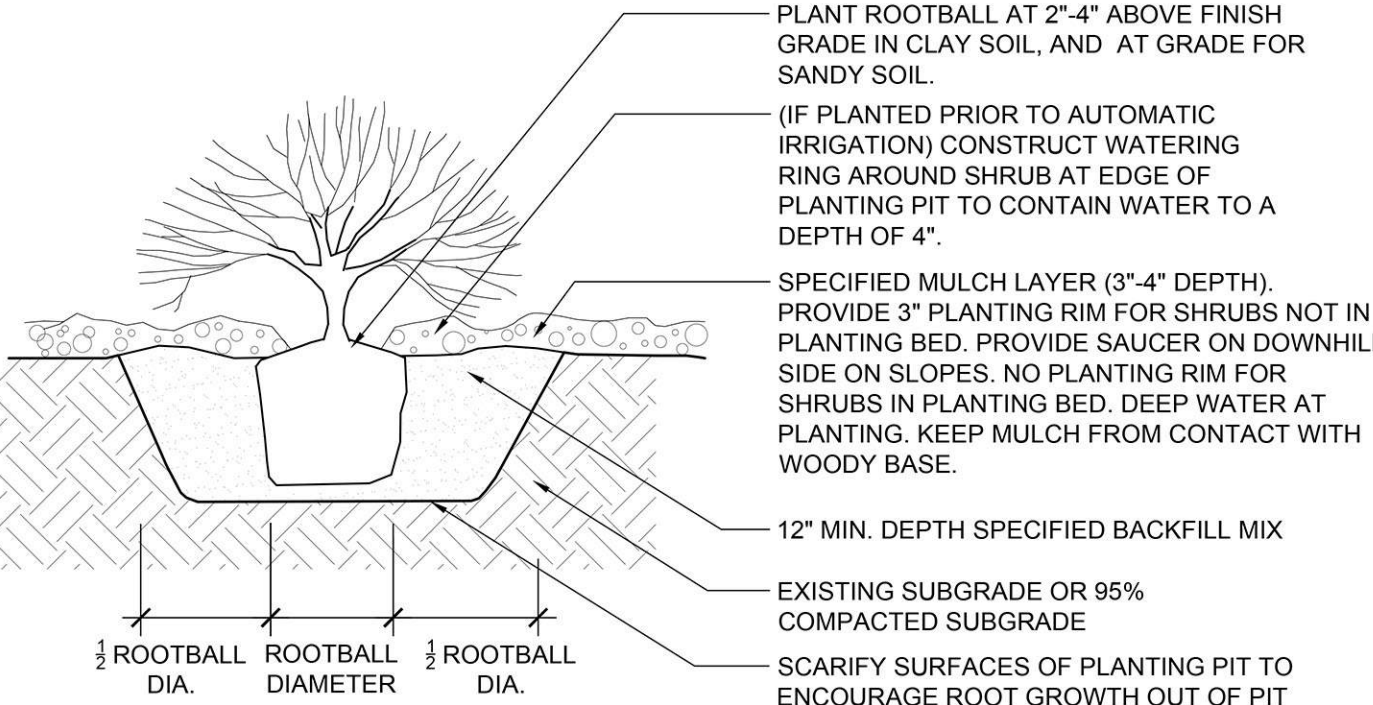
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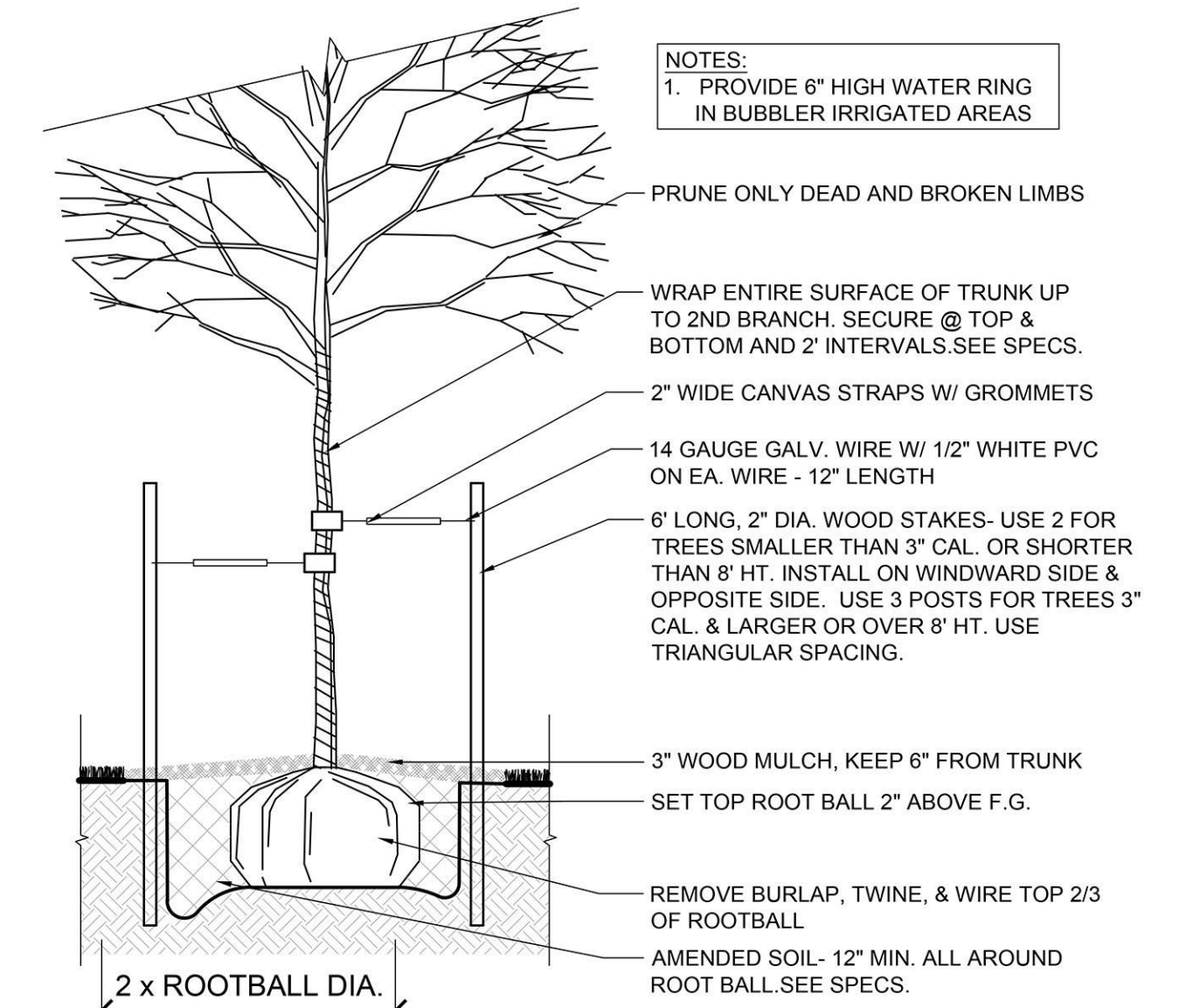
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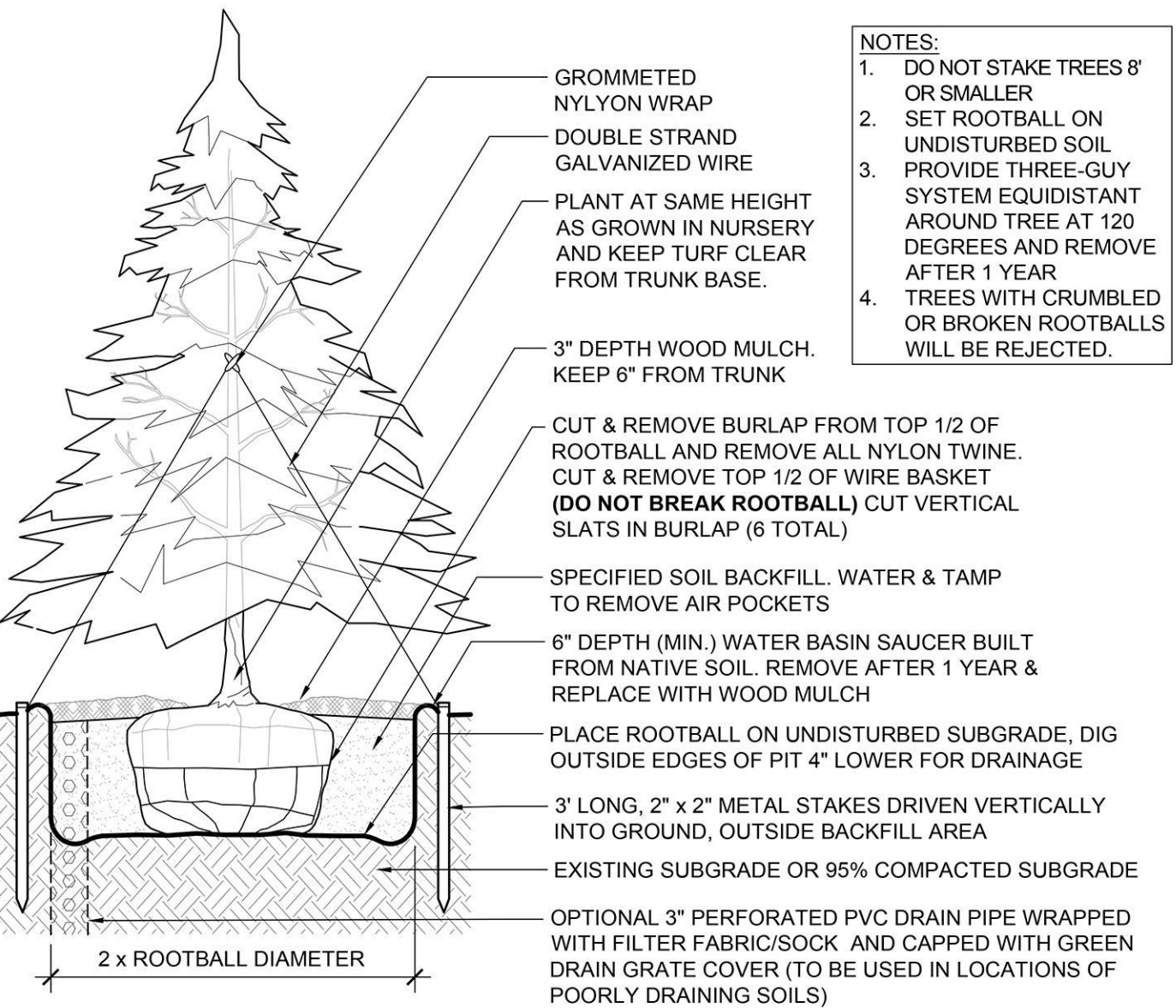
- NOTES:
1. SEE PLANTING PLANS AND PLANT SCHEDULES FOR SHRUB LOCATION & TYPE. SEE PLANTING NOTES FOR ADDITIONAL INFORMATION.
 2. ALL FINAL GRADING AND TOP SOILING SHALL BE COMPLETE PRIOR TO SHRUB PLANTING.
 3. SEE PLANTING PLANS FOR SURFACE TREATMENT / FINISH. DO NOT PLANT UNTIL FINAL GRADES HAVE BEEN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



3 L304 SHRUB & PERENNIAL PLANTING SECTION



2 L304 DECIDUOUS TREE PLANTING SECTION



1 L304 EVERGREEN TREE PLANTING SECTION

LANDSCAPE PLANTING NOTES

1. ALL PLANT SPECIES PROPOSED IN THE LANDSCAPE DESIGN WILL CONFORM TO LOCAL BRECKENRIDGE NATIVE PLANT DATABASES AND THE PROVIDED TOWN OF BRECKENRIDGE "LANDSCAPE GUIDE," DOCUMENT, TO ENSURE ALL PLANTS USED WILL MEET THE DESIGN INTENT OF THE DEVELOPMENT STANDARDS AND LOCAL MICROCLIMATE CHARACTERISTICS.
2. EXISTING TREES OF SUBSTANTIAL SIZE WILL BE PRESERVED TO THE BEST ABILITIES , WHERE POSSIBLE ,WHICH DO NOT EXIST WITHIN THE IMMEDIATE CONSTRUCTION DEVELOPMENT AND REQUIRED GRADING ZONES OF THE PROJECT. EXISTING TREES AND SUBSTANTIAL VEGETATION WILL BE INTEGRATED INTO THE LANDSCAPE DESIGN WHERE PRESERVATION OF THESE MATERIALS IS POSSIBLE.
3. ALL EXISTING IMPROVEMENTS TO REMAIN SHALL BE PROPERLY AND ADEQUATELY PROTECTED FROM DAMAGE DURING CONSTRUCTION OPERATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE TO THE ORIGINAL CONDITION ANY EXISTING ITEMS THAT ARE DAMAGED OR DISTURBED IN ANY WAY. IF PLANTS ARE NOT AVAILABLE, NOTIFY OWNER FOR APPROVAL OF CHANGE BEFORE MAKING SUBSTITUTIONS.
4. INSTALL NATURAL WOOD FIBER MULCH RING AROUND TREES AND SHRUBS IN LOW-GROW NATIVE GRASS AREAS AND WHERE INTEGRATED INTO EXISTING PRESERVED, OR RESTORED WILD LAND AREAS.
5. SHRUB AND RESTORATION SEEDED AREAS SHALL RECEIVE A MINIMUM OF 4 CU. YDS PER 1000 S.F. OF A-1 ORGANIC'S BIOCOMP, OR A WELL DECOMPOSED COMPOST APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE. ALL AMENDMENTS SHALL BE THOROUGHLY TILLED A MIN. OF 6" INTO THE SOIL
6. ROUGH GRADE AND FINISHED GRADING WILL BE PERFORMED BY OTHERS. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AFTER SOIL AMENDMENT OPERATIONS PRIOR TO SEEDING. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING POSITIVE SITE DRAINAGE AND ENSURING POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS ON SITE. CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE OF ANY POORLY DRAINED AREAS PRIOR TO COMMENCING WORK.
7. ALL NEW PLANTINGS SHOULD BE HIGH ALTITUDE GROWN AND OR COLLECTED TO ENSURE BETTER SURVIVAL FOR THIS CLIMATE.
8. ALL TREES, SHRUBS, AND OTHER PLANT MATERIALS ARE TO BE APPROVED BY THE OWNER'S REP. PRIOR TO DELIVERY AND AGAIN AFTER DELIVERY TO SITE. ANY PLANT NOT MEETING APPROVAL MAY BE REJECTED AT ANY TIME PRIOR TO FINAL ACCEPTANCE.
9. ROOT FEED ALL NEWLY PLANTED TREES DURING INSTALLATION. PROVIDE LIQUID GROWTH TREE STIMULATOR AND SOLUBLE FERTILIZER AT RECOMMENDED RATE FOR EACH TREE SPECIES.
10. LANDSCAPE BOULDERS OF 2' OR LARGER SHALL BE RETAINED ON SITE FOR USE IN LANDSCAPE WORK. INTEGRATE INTO SHRUB ZONES AS DIRECTED BY LANDSCAPE ARCHITECT IN FIELD. BURY DECORATIVE BOULDERS ONE-THIRD MIN. OF DIAMETER PER LANDSCAPE DETAILS.
11. 50% OF THE DECIDUOUS TREES ARE TO BE MULTI-STEM PER TOWN OF BRECKENRIDGE DEVELOPMENT CODE.
12. ALL LANDSCAPING SHALL BE INSTALLED IN STRICT ACCORDANCE WITH TOWN OF BRECKENRIDGE DEVELOPMENT CODE.
13. THE REVEGETATED ZONES OF THE PMA WILL UTILIZE SEED MIXES THAT ARE NATIVE BLENDS, MATCHED TO THE EXISTING PMA, AND ADJACENT NATIVE CUCUMBER GULCH PLANT BIOMES WHERE RELEVANT. ONLY ORGANIC, NON-AMMONIA BASED FERTILIZERS, WHERE REQUIRED FOR PLANT ESTABLISHMENT, WILL BE USED WITHIN THE PMA REVEGETATED ZONES AND THE ASSOCIATED DRAINAGE BASIN.

LANDSCAPE IRRIGATION APPROACH NOTES

14. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM, DESIGNED TO OPERATE WITHIN CURRENT TOWN WATER REQUIREMENTS. WATER SAVING IRRIGATION EQUIPMENT WILL BE USED INCLUDING 'SMART CONTROLLERS' WITH RAIN/FREEZE/FLOW SENSORS AS WELL AS MASTER VALVES.
15. LOW-GROW NATIVE GRASS AREAS, WHERE APPLICABLE, ARE TO BE IRRIGATED WITH OVERHEAD SPRAY, AND ALL OTHER PLANTING BEDS TO BE ON DRIP SYSTEM TO CONSERVE WATER USAGE. SYSTEM WILL BE DESIGNED TO REDUCE OVERSPRAY ON HARD SURFACES OR ON UNINTENDED AREAS.
16. A TEMPORARY IRRIGATION SYSTEM WILL BE UTILIZED FOR ESTABLISHMENT OF SEEDED RESTORATION AND NATIVE PLANTING TRANSITION ZONES. THIS TEMPORARY SYSTEM IS TO BE DECOMMISSIONED AFTER ADEQUATE TIME FOR ESTABLISHMENT OF SEEDED RESTORATION PLANTING ZONES AND NATIVE SHRUB AREAS. TYPICALLY 2 GROWING SEASONS ARE REQUIRED FOR PROPER PLANT ESTABLISHMENT.

REVEGETATION NOTES:

ENHANCED NATIVE RESTORATION MIX

- 60% PAWNEE BUTTES SEED INC.- "PBSI NATIVE MOUNTAIN MIX" @2 LBS/1000 SF:

MOUNTAIN BROME
SLENDER WHEATGRASS
SANDBERG BLUEGRASS
ROCKY MOUNTAIN FESCUE
BLUE WILDRYE
STREAMBANK WHEATGRASS
TUFTED HAIRGRASS
PRAIRIE JUNEGRASS

- 15% ROCKY MOUNTAIN BLUE COLUMBINE MIX @1LB/25,000 SF
- 25%WESTERN NATIVE WILDFLOWER MIX @1 LB/6000 SF:

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

LOW GROW NATIVE GRASS MIX

- 100% PAWNEE BUTTES SEED INC.- "PBSI LOW GROW NATIVE" @ 2LBS/1000SF
ROCKY MOUNTAIN FESCUE
SANDBERG BLUEGRASS
CANBY BLUEGRASS

NATIVE RESTORATION MIX

- 100% PAWNEE BUTTES SEED INC.- "PBSI NATIVE MOUNTAIN MIX" @2 LBS/1000 SF:
MOUNTAIN BROME
SLENDER WHEATGRASS
SANDBERG BLUEGRASS
ROCKY MOUNTAIN FESCUE
BLUE WILDRYE
STREAMBANK WHEATGRASS
TUFTED HAIRGRASS
PRAIRIE JUNEGRASS

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	8' HT.	18	ALL TO BE MULTI-STEM	
	ATF	ALNUS TENUIFOLIA THIN-LEAF ALDER	N/A	MULTI-TRUNK	B & B	6' HT.	10	ALL TO BE MULTI-STEM	
	AA	AMELANCHIER ALNIFOLIA SASKATOON SERVICEBERRY	10-15 GAL.	MULTI-TRUNK	B & B	5'-6' HT	36	100% TO BE MULTI-STEM	
	PT1	POPULUS TREMULOIDES QUAKING ASPEN 3 CANE MINIMUM	2" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	10'-12' HT	41	50% MIN. TO BE MULTI-STEM	
	PT2	POPULUS TREMULOIDES QUAKING ASPEN	3" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	12'-15' HT	29	50% MIN. TO BE MULTI-STEM	
TOTAL							134		
EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY		
	PM1	PSEUDOTSUGA MENZIESII DOUGLAS FIR	N/A		B & B	8' HT	2		
	PM2	PSEUDOTSUGA MENZIESII DOUGLAS FIR	N/A		B & B	10' HT	2		
	PP1	PICEA PUNGENS COLORADO SPRUCE	N/A		B & B	8' HT	12		
	PP2	PICEA PUNGENS COLORADO SPRUCE	N/A		B & B	10' HT	6		
	PP3	PICEA PUNGENS COLORADO SPRUCE	N/A		B & B	12' HT	2		
TOTAL							24		
DECIDUOUS SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY		
	AF	CORNUS STOLONIFERA 'FARROW' ARCTIC FIRE DOGWOOD	3-5 GAL.	3' O.C.			39		
	BG	BETULA GLANDULOSA BOG BIRCH	3-5 GAL.	4' O.C.			7		
	CS	CHRYSOETHAMNUS SPP. RABBITBRUSH	3-5 GAL.	5' O.C.			49		
	CSC	CORNUS SERICEA COLORADENSIS COLORADO DOGWOOD	3-5 GAL.	5-6' O.C.			32		
	JA	JAMESIA AMERICANA WAXFLOWER	3-5 GAL.	3'-4' O.C.			29		
	PFC	POTENTILLA FRUTICOSA POTENTILLA	3-5 GAL.	3' O.C.			61		
	PO	PHYSOCARPUS OPULIFOLIUS 'DIABOLO' DIABOLO NINEBARK	3-5 GAL.	3'-4' O.C.			43		
	PTT	PURSHIA TRIDENTATA ANTELOPE BITTERBRUSH	3-5 GAL.	6' O.C.			11		
	RA	RIBES ALPINUM ALPINE CURRANT	3-5 GAL.	4' O.C.			29		
	RAG	RHUS AROMATICA 'GRO-LOW' GRO-LOW FRAGRANT SUMAC	3-5 GAL.	3'-4' O.C.			62		
	RW	ROSA WOODSII WOODS ROSE	3-5 GAL.	3' O.C.			10		
	SC	SHEPHERDIA CANADENSIS CANADA BUFFALOBERRY	3-5 GAL.	3' O.C.			28		
	SO	SYMPHORICARPOS OREOPHILUS MOUNTAIN SNOWBERRY	3-5 GAL.	3' O.C.			12		
TOTAL							448		
EVERGREEN SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY		
	AU	ARCTOSTAPHYLOS UVA-URSI KINNIKINNICK	3-5 GAL.	3' O.C.			52		
	JC	JUNIPERUS COMMUNIS COMMON JUNIPER	3-5 GAL.	4' O.C.			8		
	MR	MAHONIA REPENS CREEPING OREGON GRAPE	3-5 GAL.	3' O.C.			84		
	PPM	PICEA PUNGENS MESA VERDE MESA VERDE COLORADO SPRUCE	3-5 GAL.	3" O.C.			41		
TOTAL							185		
ORNAMENTAL GRASSES	CODE	DESCRIPTION	CONT	SPACING			QTY		
	KF	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTOR' KARL FOERSTOR	1 GAL.	2' O.C.			41		
	DC	DESCHAMPSIA CESPITOSA TUFTED HAIR GRASS	1 GAL.	18" O.C.			78		
	HS	HELICTOTRICHON SEMPEVIRENS BLUE OAT GRASS	1 GAL.	2'-3' O.C.			23		
TOTAL							142		

PLANTING SEED MIXES

	PERENNIAL AREAS	4,257SF
	NATIVE RESTORATION NATIVE SHORT GRASS SEED MIX	26,344SF
	ENHANCED NATIVE NATIVE GRASS & PERENNIALS SEED MIX	12,672 SF
	LOW GROW NATIVE GRASS NATIVE LOW GROWTH TURF GRASS SEED MIX	1,835 SF



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THE IMPERIAL / PARCEL 4

1599 SKI HILL RD., BRECKENRIDGE, CO 80424

FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY: PM

CHECKED BY: ZE

PROJECT NO.: 2023024.40

ISSUE DATE: 03/17/2025

REVISIONS: 1 04/30/2025

SHEET TITLE:

PLANT SCHEDULE

SHEET NUMBER:

L304

Drawing: C:\Users\pmahoney\Documents\DTJ\Projects\Peak 8\Project Files\02_LandArch\05_Sheets\01_Preliminary Development\L30X-Illustrative Plan.dwg
Last Saved: March 14, 2025 1:00:31 PM by fmaahoney
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SHEET TITLE:

ILLUSTRATIVE

SHEET NUMBER:

L400

Page 89 of 558

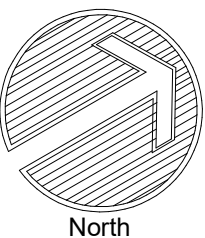
KEY:

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



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

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



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SHEET TITLE:

LEVEL 1 PLAN

SHEET NUMBER:

A100

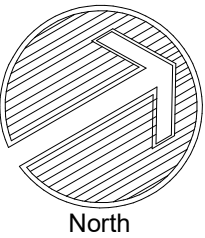
KEY:

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



1
A101
LEVEL 2
SCALE: 1" = 30'-0"

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



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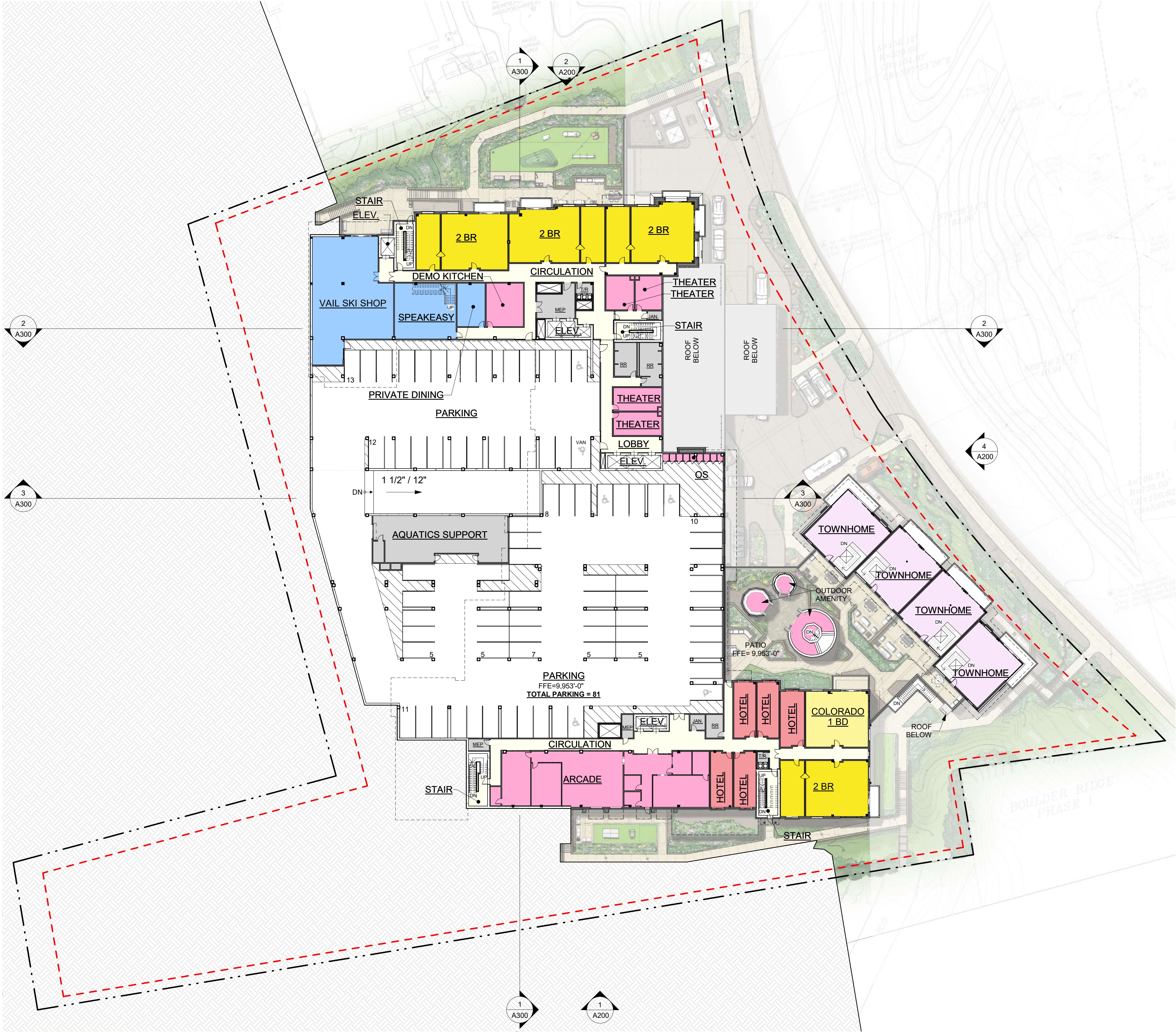
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LEVEL 2 PLAN

SHEET NUMBER:

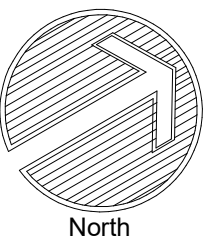
A101

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



1
A102
LEVEL 3
SCALE: 1" = 30'-0"

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



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SHEET TITLE:

LEVEL 3 PLAN

SHEET NUMBER:

A102

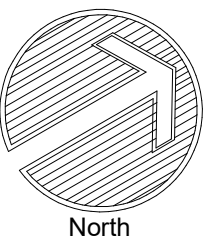
KEY:

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



1
A103
LEVEL 4
SCALE: 1" = 30'-0"

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



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REVISIONS: 04/30/2025

SHEET TITLE:

LEVEL 4 PLAN

SHEET NUMBER:

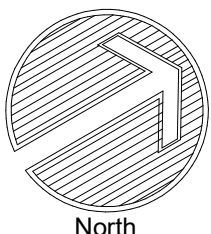
A103

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



1
A104
LEVEL 5
SCALE: 1" = 30'-0"

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



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SHEET TITLE:

LEVEL 5 PLAN

SHEET NUMBER:

A104

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



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FINAL CLASS A SITE PLAN RESUBMITTAL

NOT FOR CONSTRUCTION

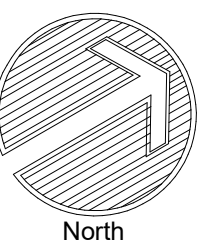
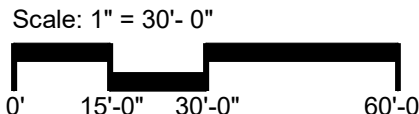
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SHEET TITLE:

LEVEL 6 PLAN

SHEET NUMBER:

A105



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

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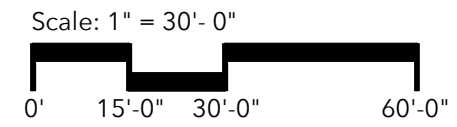
LEVEL 7 PLAN

SHEET NUMBER:

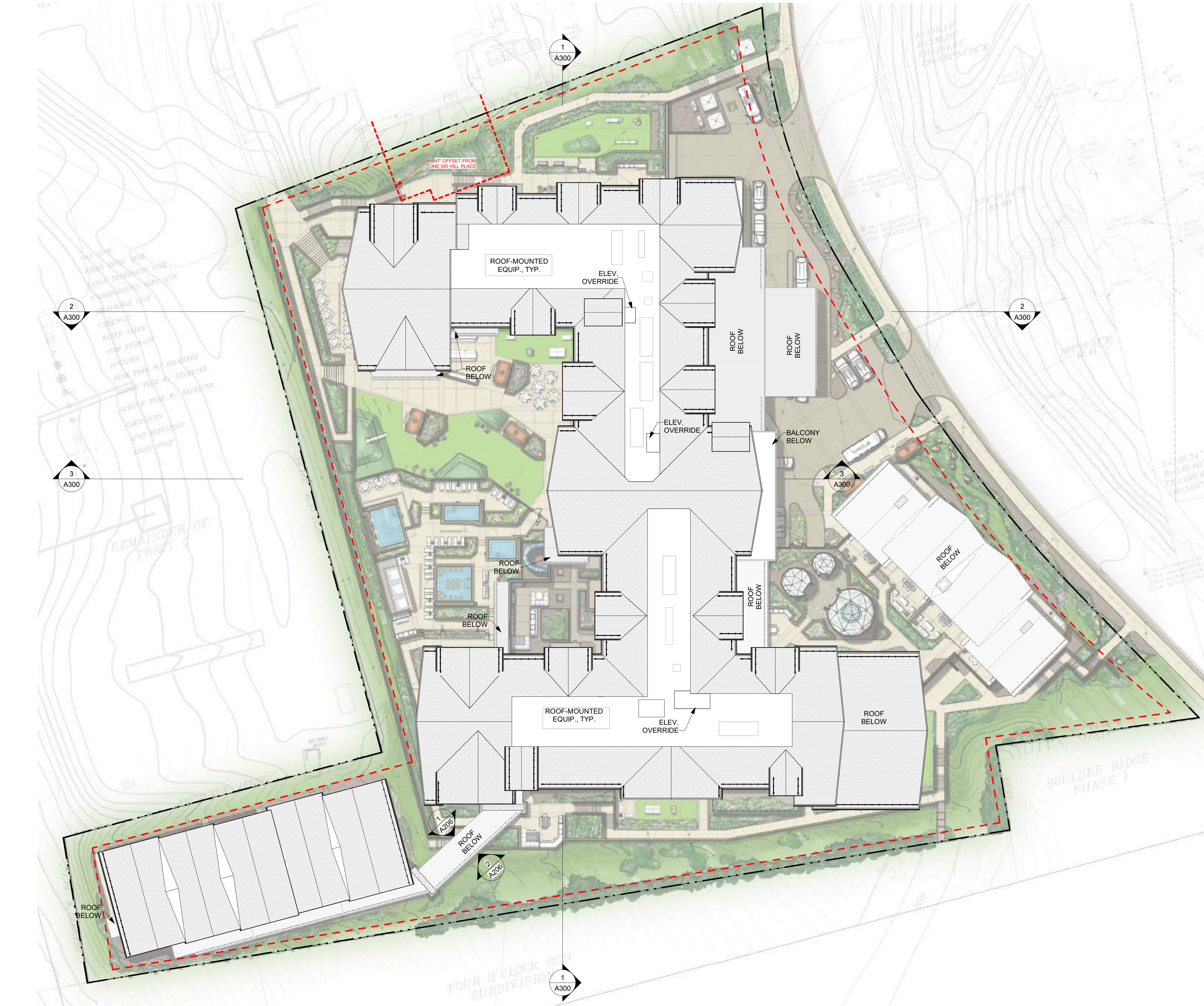
A106



1
A106
LEVEL 7
SCALE: 1" = 30'-0"

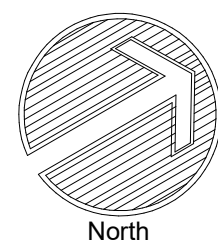


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1
A107
ROOF LEVEL
SCALE: 1" = 30'-0"

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



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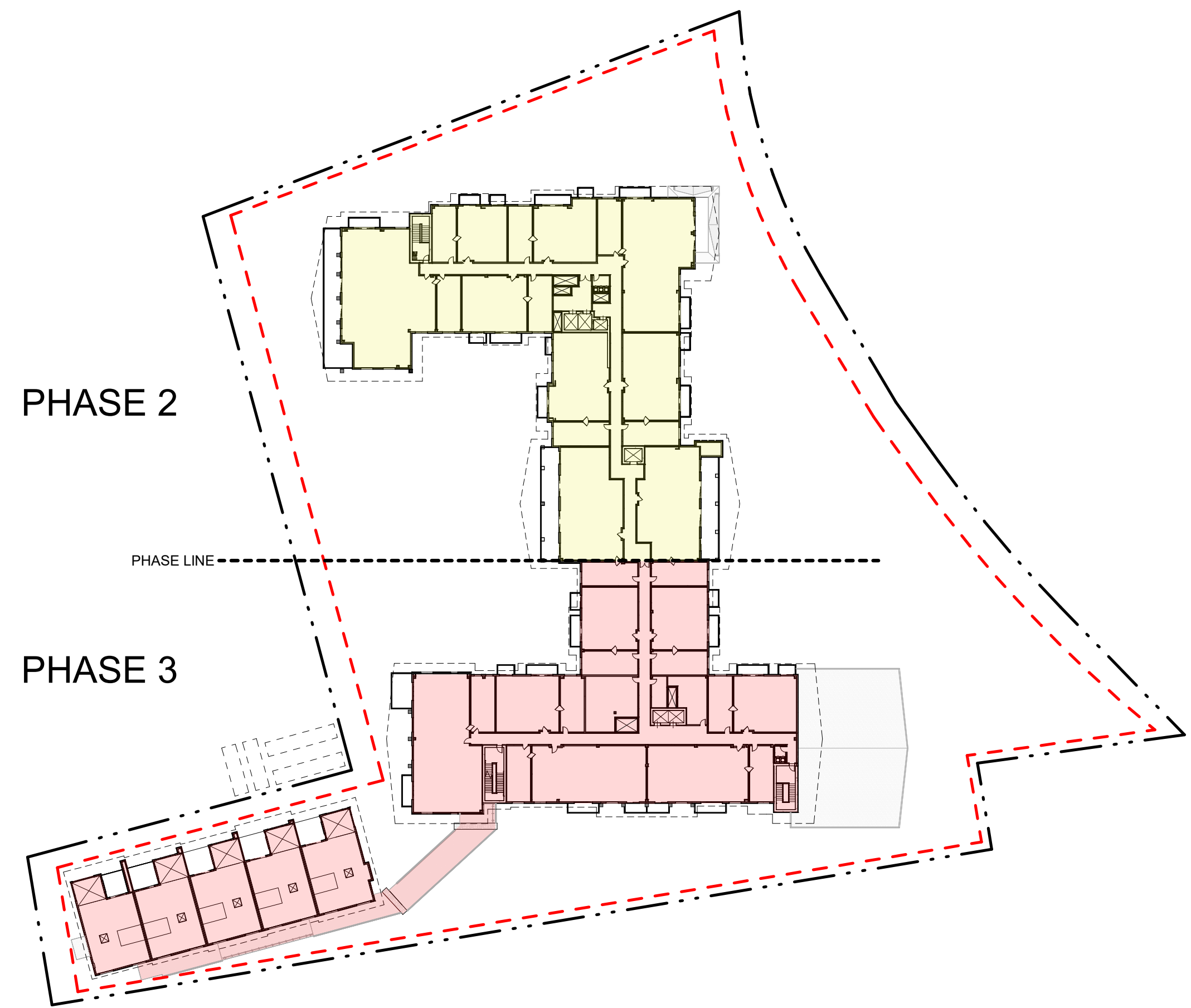
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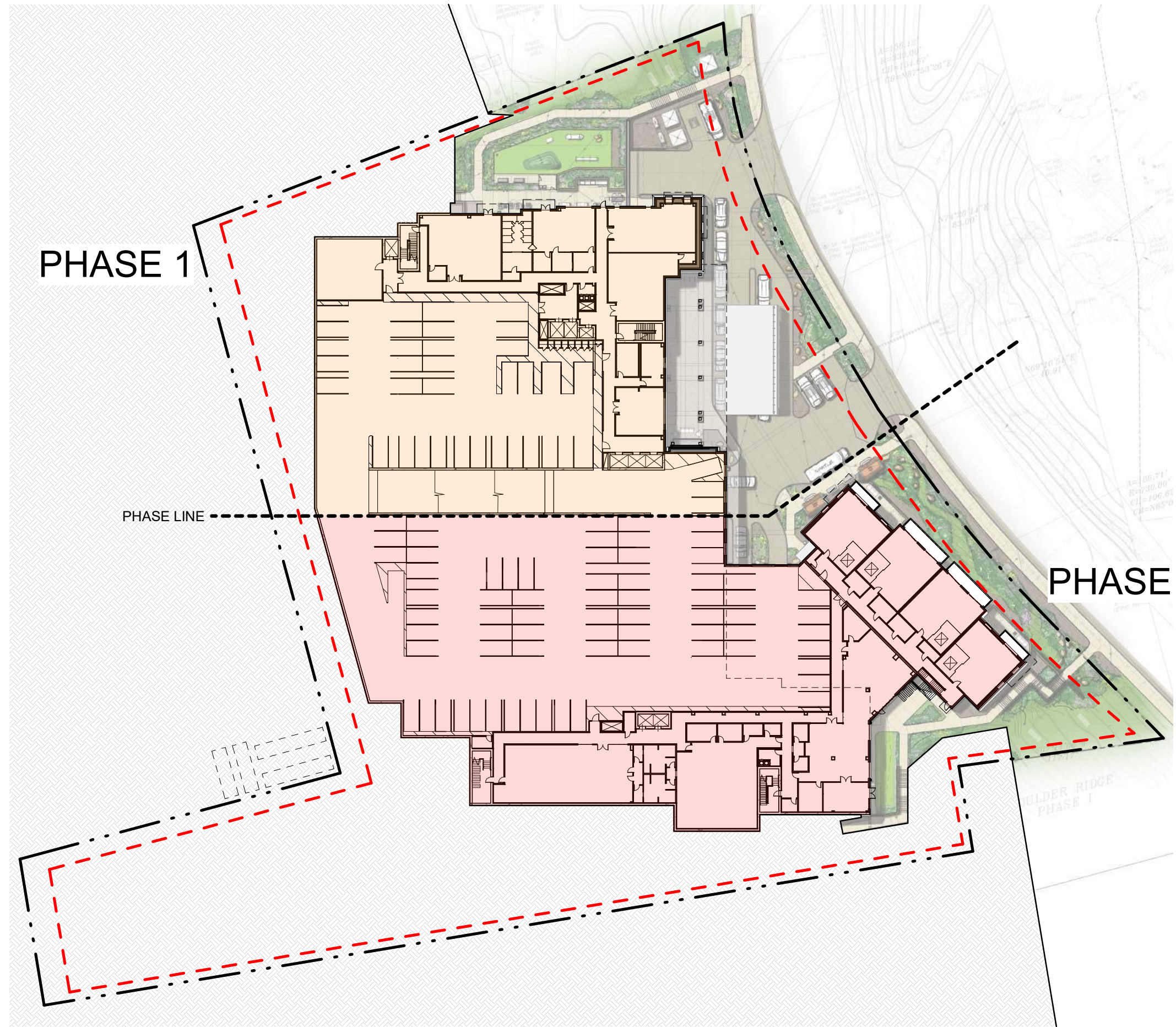
ROOF PLAN

SHEET NUMBER:

A107



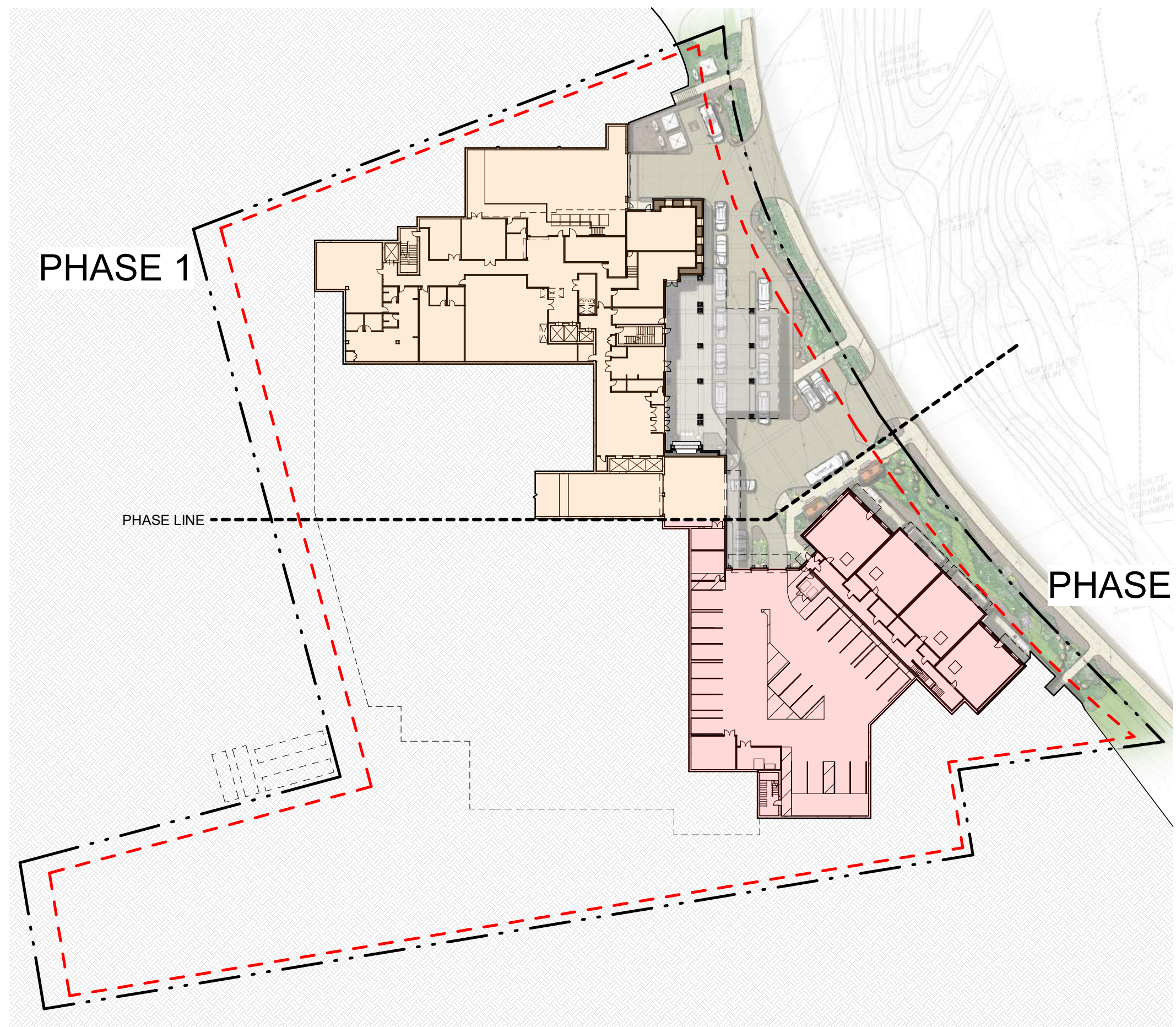
4
A108 LEVEL 5-7 PHASING DIAGRAM
SCALE: 1" = 60'-0"



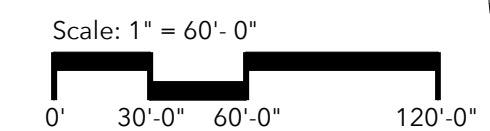
2
A108 LEVEL 2-3 PHASING DIAGRAM
SCALE: 1" = 60'-0"



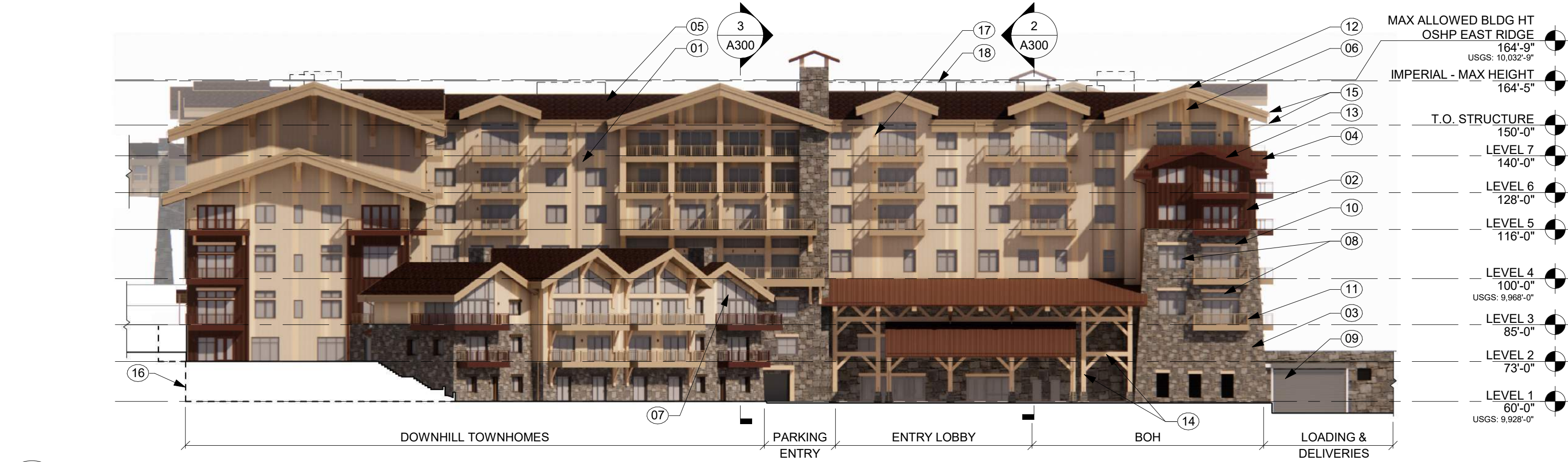
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A108 LEVEL 4 PHASING DIAGRAM
SCALE: 1" = 60'-0"



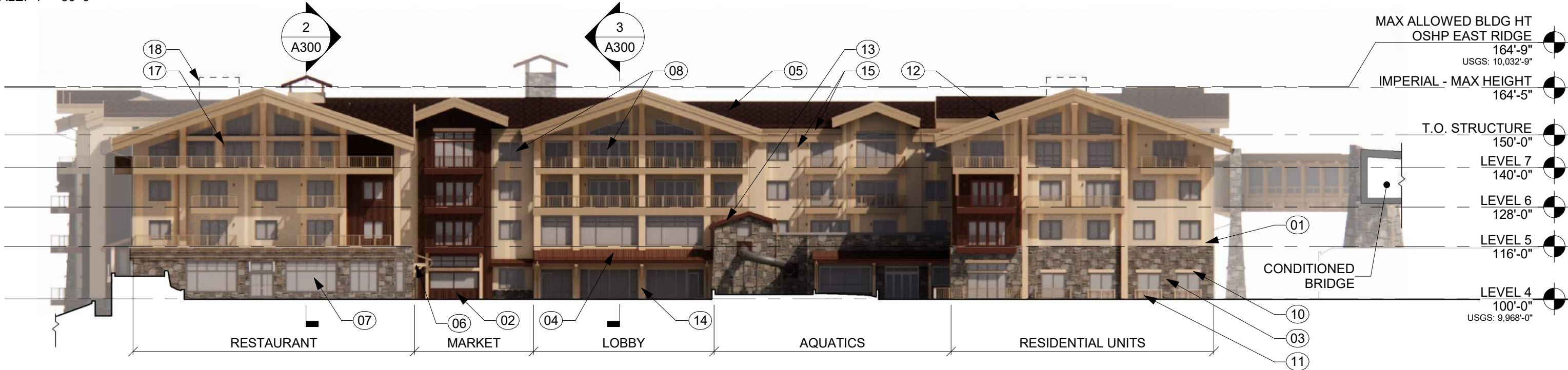
1
A108 LEVEL 1 PHASING DIAGRAM
SCALE: 1" = 60'-0"



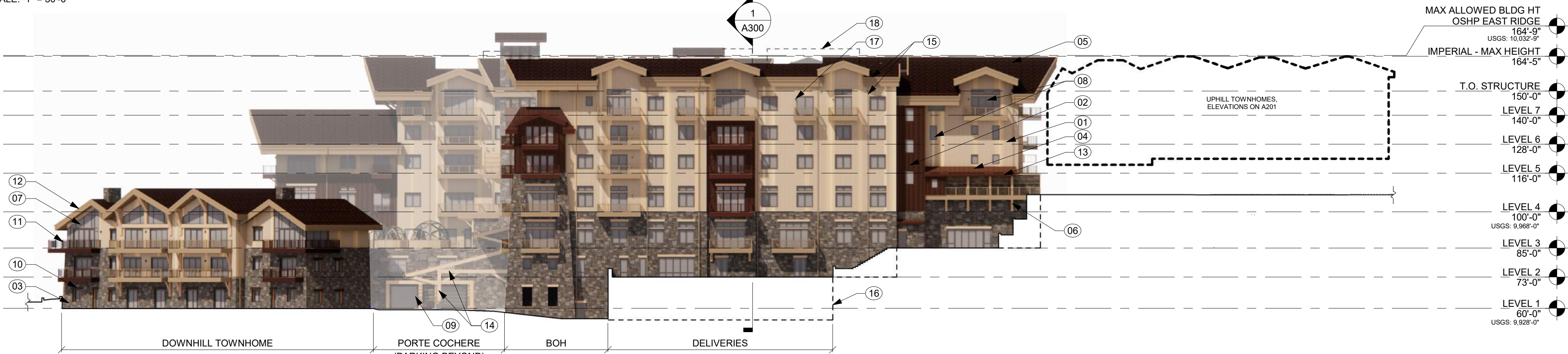
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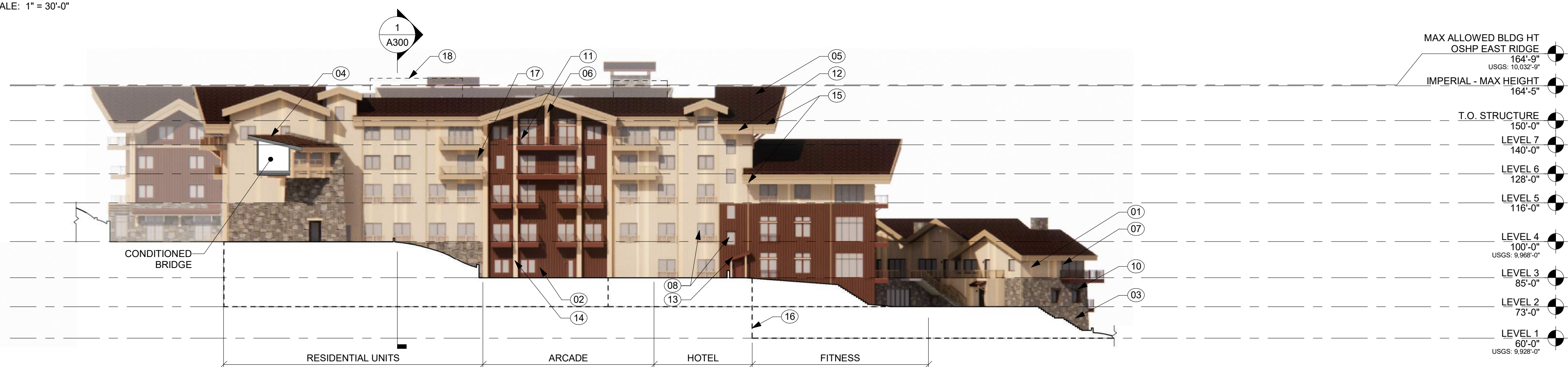
4
A200
NORTH ELEVATION
SCALE: 1" = 30'-0"



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



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



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

ELEVATION KEYNOTES

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

*PERCENTAGE PER ELEVATION OF
VERTICAL CORRUGATED METAL SIDING:

NORTH = 3.83%
SOUTH = 7.47%
WEST = 7.97%
EAST = 24.11%

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SHEET TITLE:

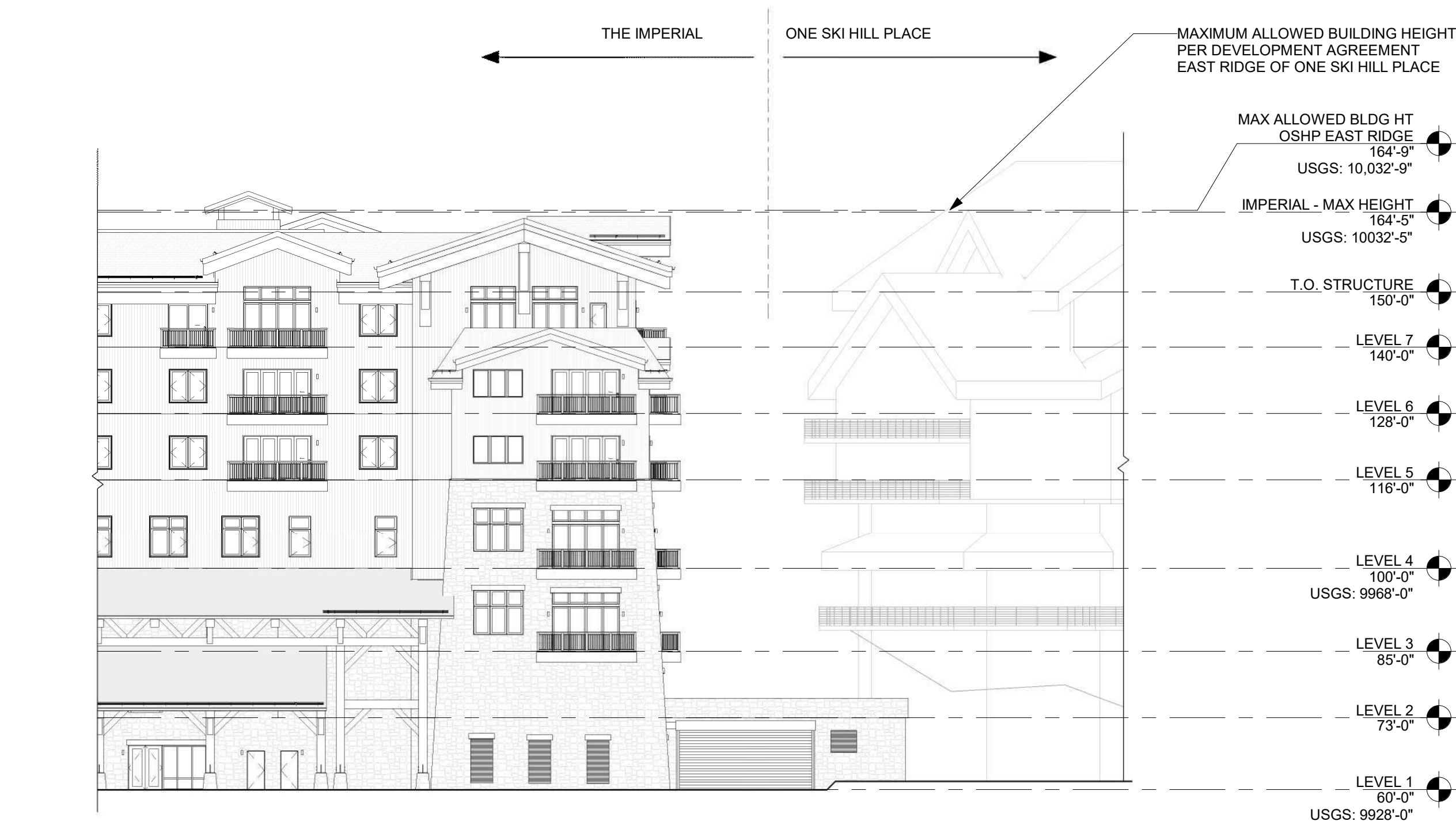
ELEVATIONS

SHEET NUMBER:

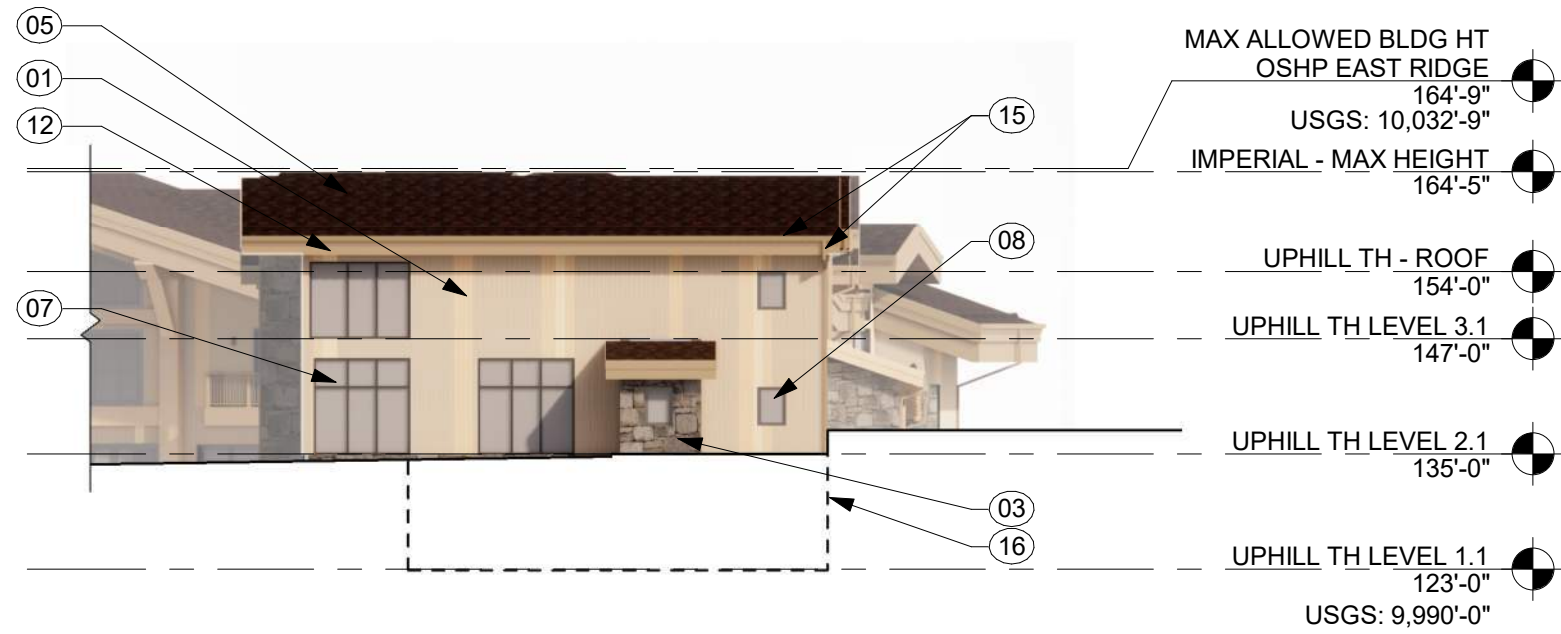
A200

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

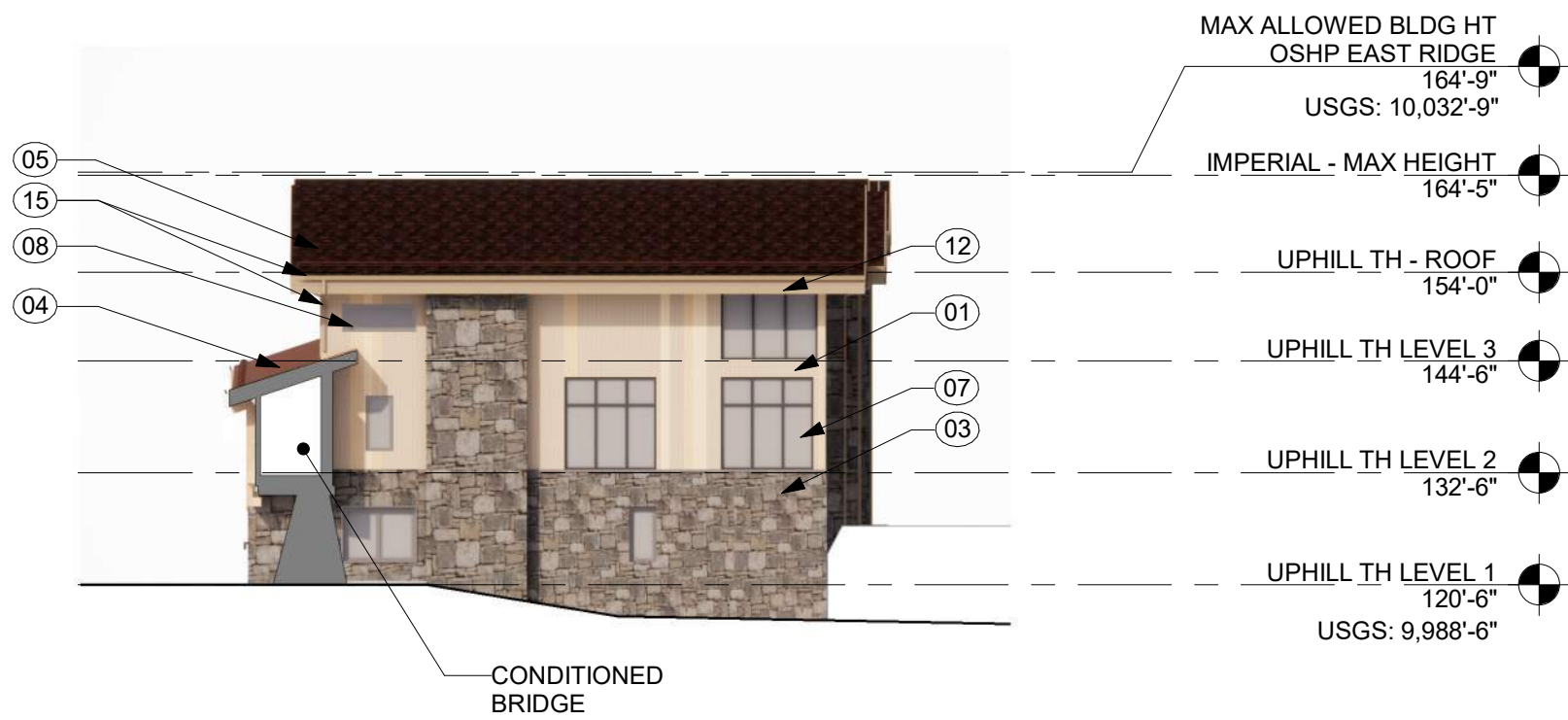
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5
A201
HEIGHT STUDY ELEVATION
SCALE: 1" = 20'-0"



4
A201
SOUTH UPHILL TOWNHOME ELEVATION
SCALE: 1" = 20'-0"



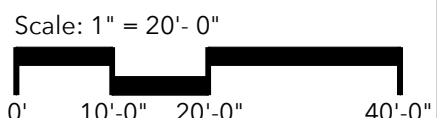
3
A201
NORTH UPHILL TOWNHOME ELEVATION
SCALE: 1" = 20'-0"



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



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



ELEVATION KEYNOTES	
01	VERTICAL FIBER CEMENT SIDING
03	NATURAL STONE
04	CORRUGATED METAL ROOF
05	ASPHALT SHINGLE ROOF
06	WOOD-TONED KICKER
07	STOREFRONT GLAZING
08	ALUMINUM CLAD WINDOWS & DOORS
11	METAL RAILING
12	BUILT-UP FASCIA - COLOR 1
14	METAL STRUCTURE WITH WOOD-TONED COLUMN WRAP
15	GUTTER & DOWNSPOUTS
16	BUILDING EXTENTS BEYOND
17	WALL-MOUNTED LIGHTING
19	SMOOTH METAL SIDING

*PERCENTAGE PER ELEVATION OF
SMOOTH METAL SIDING:

NORTH = 0%
SOUTH = 0%
WEST = 8.96%
EAST = 0%

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ELEVATIONS

SHEET NUMBER:

A201

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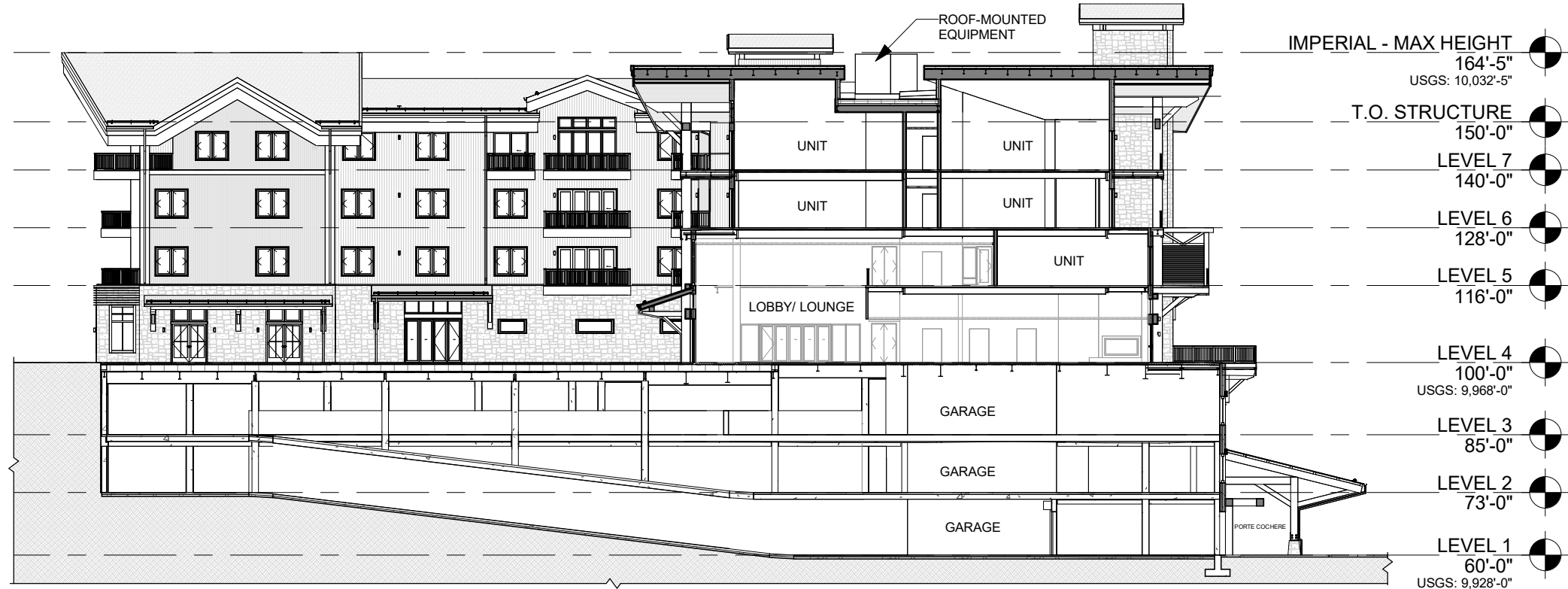
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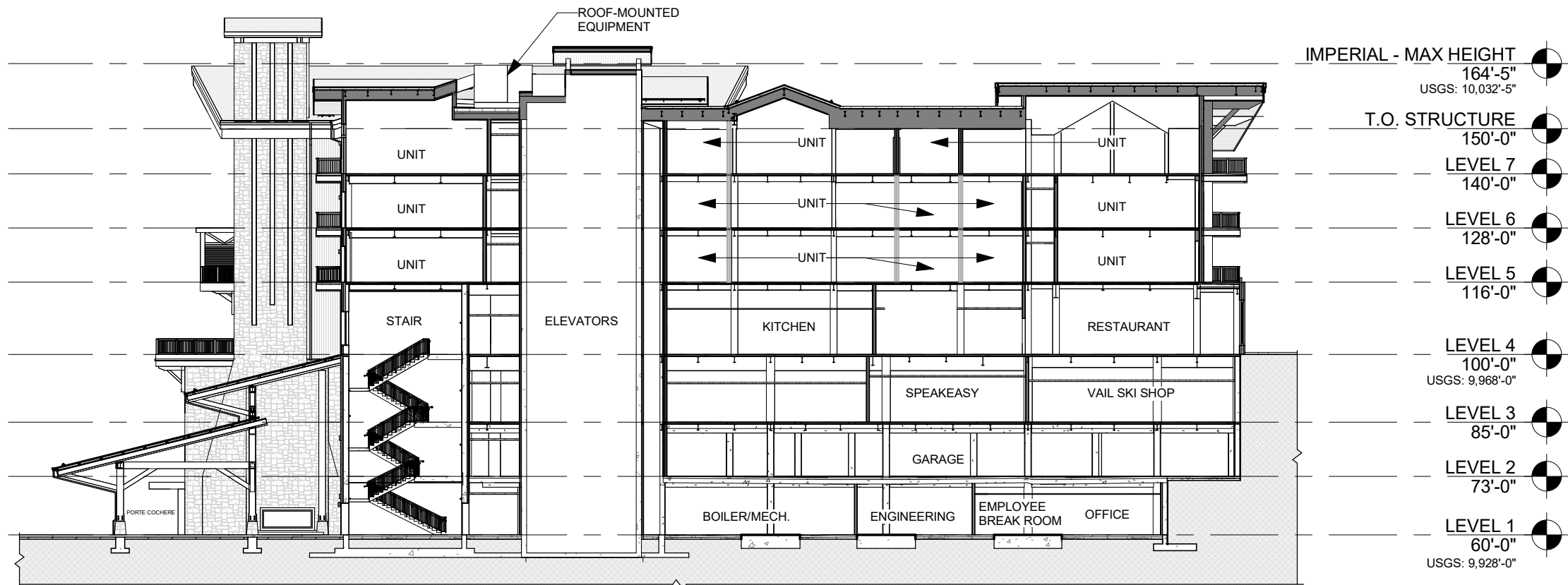
BUILDING SECTIONS

SHEET NUMBER:

A300



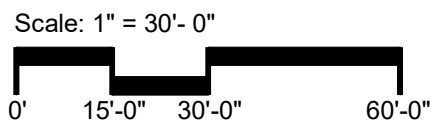
3
A300
BUILDING SECTION
SCALE: 1" = 30'-0"



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



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





PERSPECTIVE #04 - LOOKING SOUTHEAST FROM SKI HILL ROAD



PERSPECTIVE #03 - LOOKING WEST FROM SKI HILL ROAD



PERSPECTIVE #02 - LOOKING NORTHEAST



PERSPECTIVE #01 - LOOKING NORTHWEST TOWARDS ONE SKI HILL PLACE



PERSPECTIVE #01



PERSPECTIVE #02



PERSPECTIVE #03



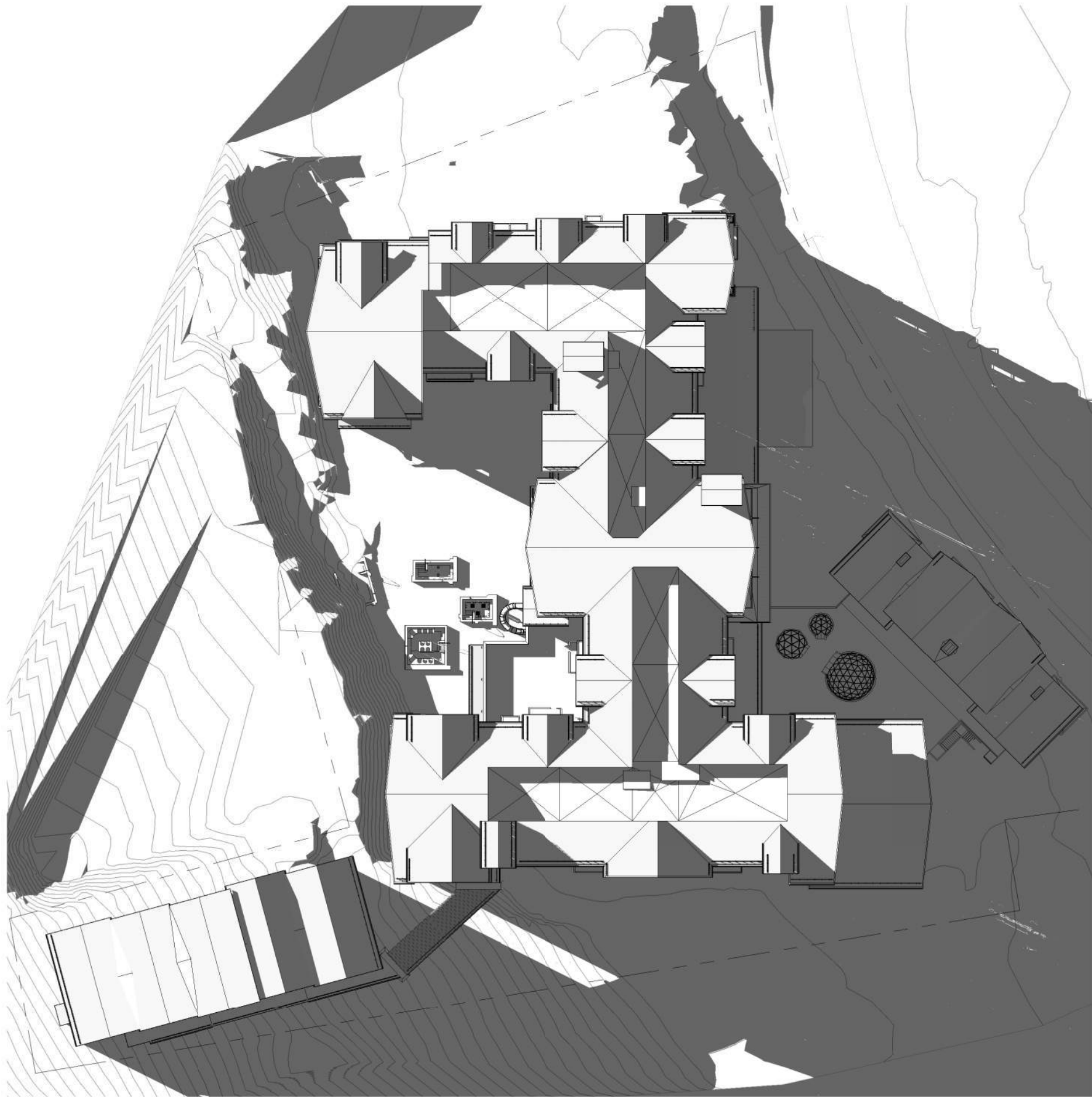
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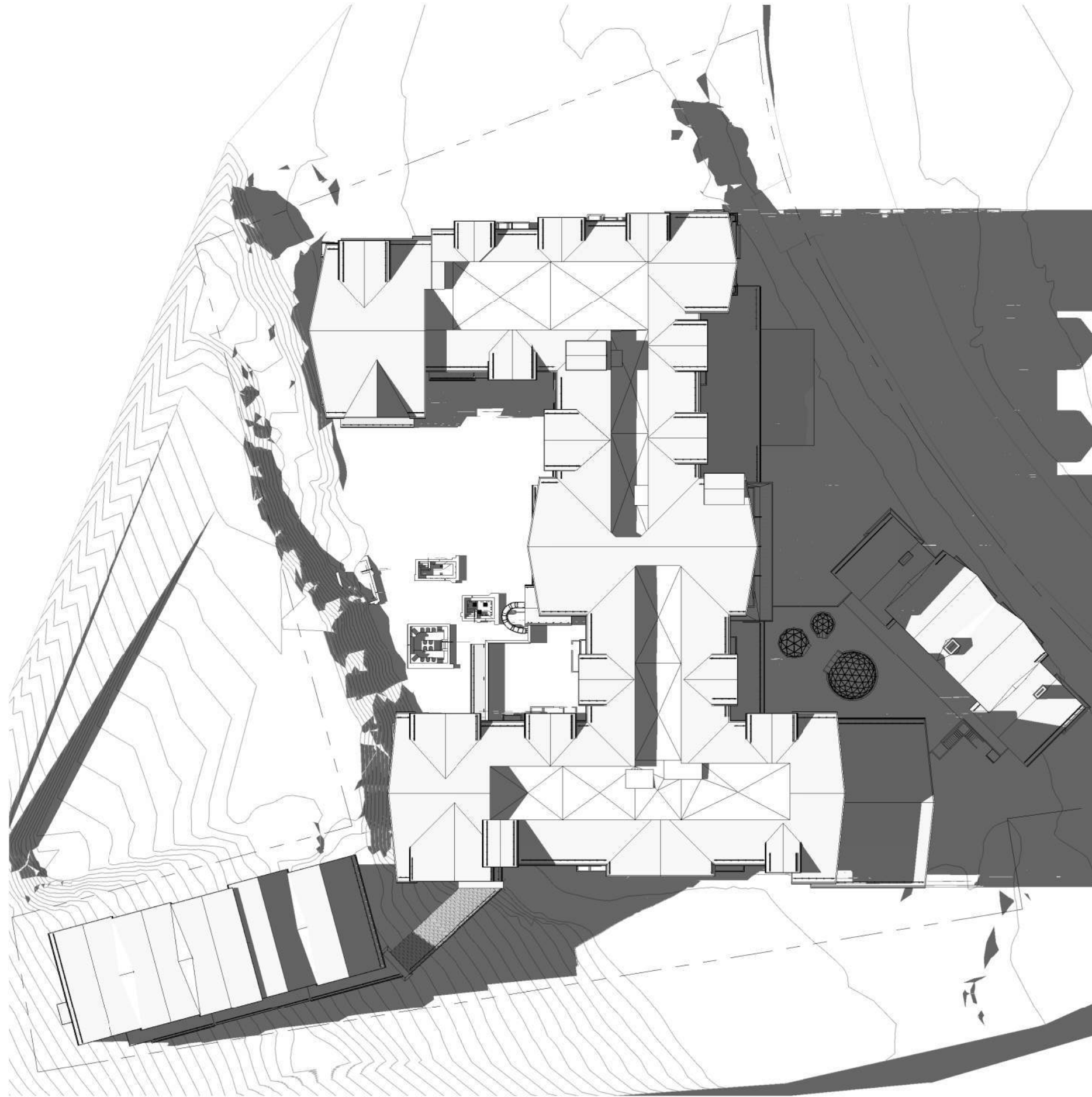
PERSPECTIVE #05



PERSPECTIVE #06



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



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



2
A903
DECEMBER 21, 11 AM
SCALE: 1" = 60'-0"



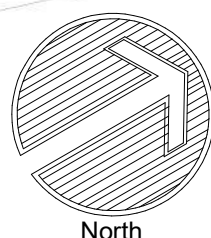
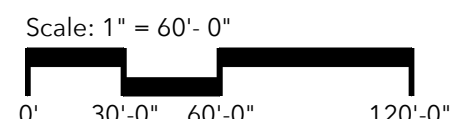
5
A903
DECEMBER 21, 2 PM
SCALE: 1" = 60'-0"



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



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



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SOLAR STUDIES

SHEET NUMBER:

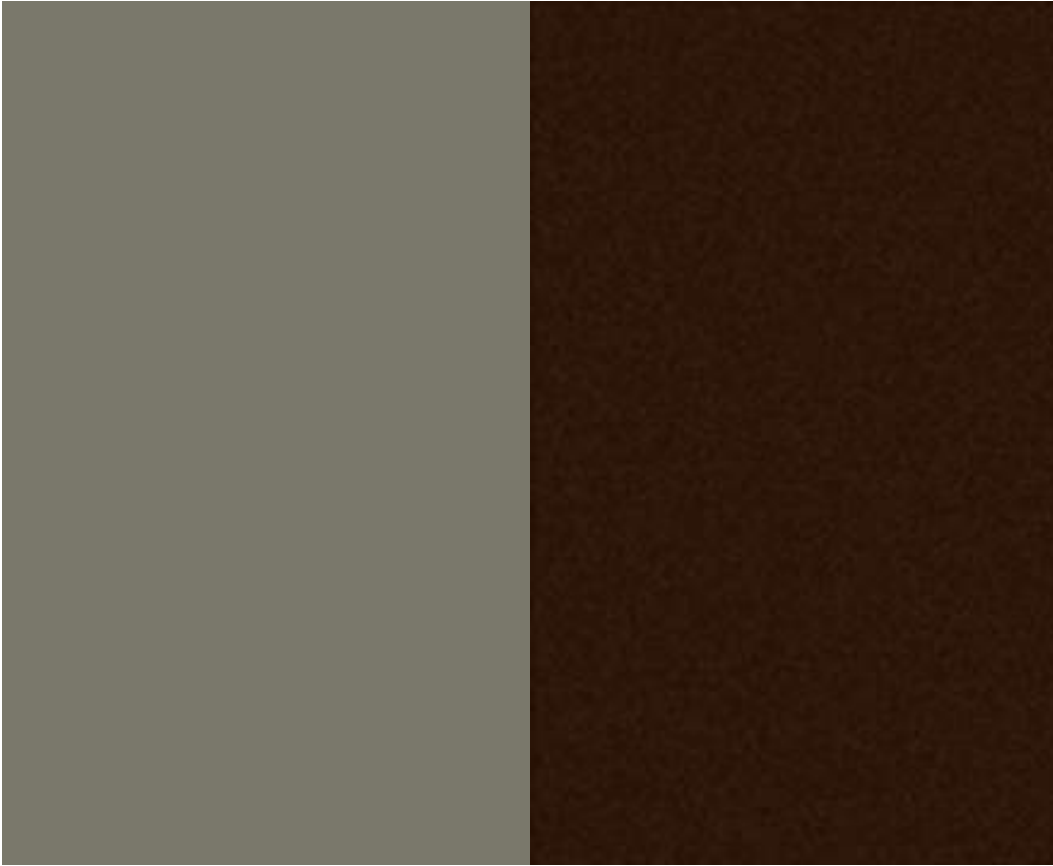
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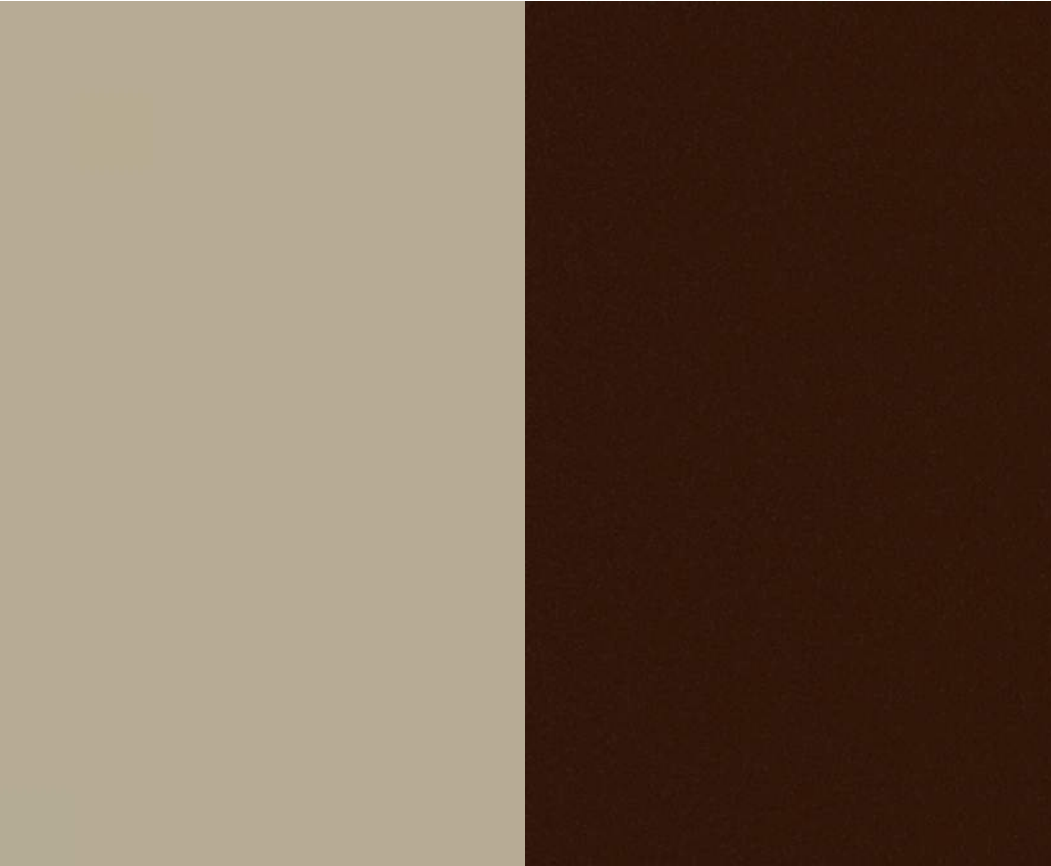


ALUMINUM CLAD WINDOWS & DOORS



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

METAL ACCENTS



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

ASPHALT SHINGLE ROOF



COLOR: BROWNWOOD OR SIM.
LOCATION: MAIN ROOFS

WOOD-TONED ACCENT



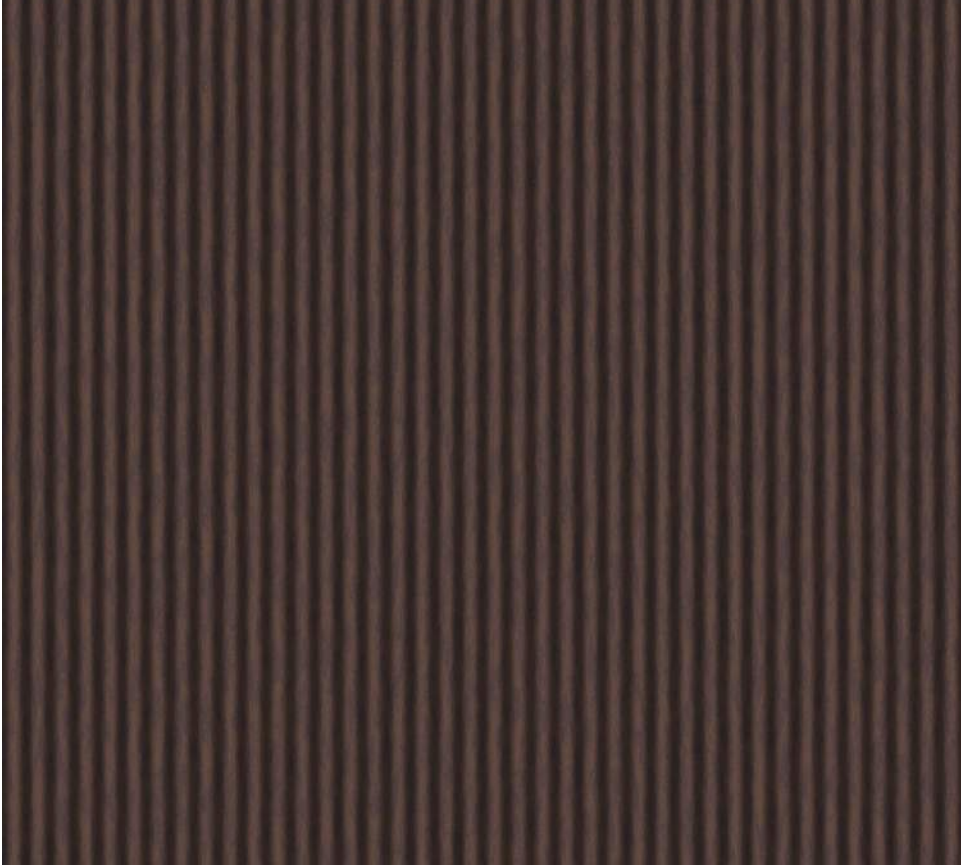
COLOR: WESTERN RED CEDAR OR SIM.
LOCATION: KICKERS, HEADERS, COLUMN WRAP

SMOOTH METAL SIDING



COLOR: DARK GREY OR SIM.
LOCATION: SIDING AT UPHILL TOWNHOMES

CORRUGATED METAL ROOF & SIDING



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

FIBER CEMENT SIDING



COLOR: BARNWOOD MAHOGANY, BARNWOOD BROWN,
ANTIQUE SAWN AMBER OR SIM.
LOCATION: VERTICAL SIDING

NATURAL STONE



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

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SHEET TITLE:

MATERIAL BOARD

SHEET NUMBER:

A904

GENERAL NOTES (PHOTOMETRIC PLAN):

1. ALL OUTDOOR LIGHTING SHALL COMPLY WITH BRECKENRIDGE TOWN CODE, SECTION 9-12 AND IECC 2024.
2. ALL OUTDOOR DECORATIVE LIGHTING SHALL TURN OFF AT 11:00 PM.
3. ALL OUTDOOR LIGHTING SHALL BE 2700K COLOR TEMPERATURE.
4. ALL OUTDOOR LIGHTING SHALL BE NO MORE THAN 950 LUMENS/LUMINAIRE, FULLY SHIELDED, AND OPAQUE.
5. POLE MOUNTED LIGHTING IN VEHICULAR AREAS IS 14' OAH TO TOP OF POLE.
6. LIGHTING AT UPPER STORY DECKS SHALL BE LIMITED TO 7' FROM DECK SURFACE.
7. LIGHTING UNDER EAVES SHALL BE 10' FROM GROUND PLUS 1' FOR EVERY 5' OF EAVE DEPTH.
8. BISTRO LIGHTS SHALL NOT BE HIGHER THAN 15' OAH FROM GROUND, AND ONLY USED BETWEEN MAY 1 AND OCTOBER 31, AND TURNED OFF AT 11:00 PM
9. CONCEALED LINEAR LIGHTING AT GRILL FEATURES SHALL BE LESS THAN 150 LUMENS/FOOT AND MOUNTED LESS THAN 4' HEIGHT.



ARCHITECTURE
PLANNING
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DTJ DESIGN, Inc.
3101 Iris Avenue, Ste. 130
BOULDER, CO 80301
T 303.443.7533

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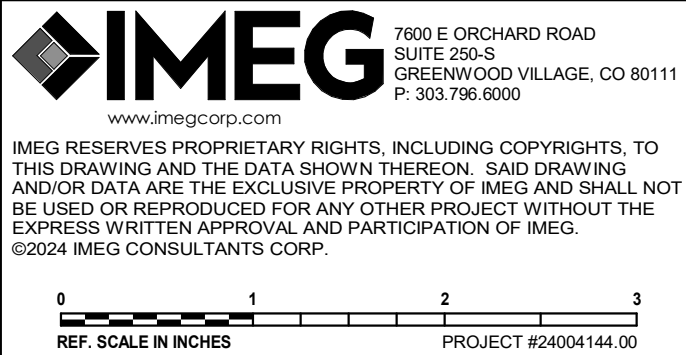
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PROJECT NO:	2023024.40
ISSUE DATE:	05/02/2025
REVISIONS:	

SHEET TITLE:

PHOTOMETRIC
LIGHTING PLAN

SHEET NUMBER: _____

EP100



Drawing: Autodesk Docs://Peak 8/E24_24004144.00_BGV Gondola Lot East Peak 8
 Lodging City
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PHOTOMETRIC LIGHTING PLAN

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Hammered Copper Outdoor Sconce

SKU: OL07005

Color: Copper
Actual Size: 15.5"Hx10.5"Wx6"D

Made to order item typically ships in 4-6 weeks.

MODIFIED FOR DOWNLIGHT ONLY DISTRIBUTION

Description

Designed by our founder for a friend, this light was immediately in demand. Handcrafted in Richmond, VA with a hand applied distressed and aged copper finish, this light features a border of punched holes in two sizes that let light peek out. The up and down light effects combine to create patterns while reducing glare. *Made to order. WARNING: Please note that in coastal environments copper can be corroded by salt, so fixtures must be regularly rinsed to remove the naturally occurring salt accumulation in coastal areas. Fixtures that directly face ocean winds are particularly susceptible to corrosion and are not recommended in these instances. If you would still like to proceed with placing an order for this item and plan to use it in a coastal environment then please contact Customer Service to inquire about adding an additional clear-coat finish to your product that may help extend the life of the products finish.

Specifications

Actual Size: 15.5"Hx10.5"Wx6"D

Bulb Base: US Medium-E26

Color: Copper

Collection: Hammered Copper

Dimmable: Yes

Exclusive: Yes

Indoor/Outdoor: Yes

Material: Copper

Max Bulb Wattage: ☒ LABELED FOR USE WITH MAX. 3W LAMPS, 250 LUMENS EACH. TOTAL 500 LUMENS

Number Of Lights: 2

Origin: Made in the USA

Safety Rating: UL Damp

IKON OUTDOOR STEP LIGHT

The Ikon outdoor step light features a minimized rectangular aperture that aims illumination downward to light stairs with minimal glare. Ideal for wayfinding and added safety after dark. Available in two finishes, Black and Bronze.

- Selectable CCT (2700K/3000K)
- 120V or 12V
- Outstanding protection against the elements:
 - Wet Listed IP66 Rated
 - Stainless Steel Mounting Hardware
 - Powder Coat Finishes

SPECIFICATIONS

DELIVERED LUMENS	202 (2700K)
WATTS	12.2
VOLTAGE	12V (Transformer sold separately) or 120V
DIMMING	12V ELV, MLV and Triac. 120V not dimmable
LIGHT DISTRIBUTION	Symmetric
OPTICS	Not applicable
MOUNTING OPTIONS	Step: 2x4 Junction box
CCT	2700K/3000K Selectable
CRI	90+
COLOR BINNING	3 Step
BUG RATING	B0-U3-G1
DARK SKY	Compliant
WET LISTED	IP66
GENERAL LISTING	ETL
CALIFORNIA TITLE 24	Can be used to comply with CEC 2019 Title 24 Part 6 for outdoor use. Registration with CEC Appliance Database not required.
START TEMP	-30°C
FIELD SERVICEABLE LED	No
CONSTRUCTION	Aluminum
HARDWARE	Stainless Steel
FINISH	Powder Coat
LED LIFETIME	L70: >60,000 Hours
WARRANTY*	5 Years
WEIGHT	1 lb.

* Visit techlighting.com for specific warranty limitations and details.

ORDERING INFORMATION

PRODUCT	CRU/CCT	FINISH	VOLTAGE
IKON3000	3000K	BLACK	12V
IKON3000	3000K	BROZE	12V

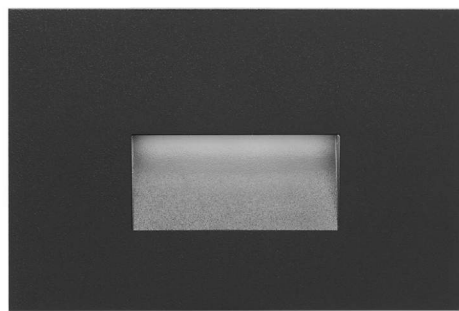
*REQUIRES 12V REMOTE TRANSFORMER

techlighting.com

techlighting.com



IKON OUTDOOR WALL/STEP LIGHT shown in black



IKON OUTDOOR WALL/STEP LIGHT shown in bronze

12V AC TRANSFORMERS*

(OUTDOOR RATED, ORDERED SEPARATELY)

ITEM	DESCRIPTION	HOUSING	DIMMING
7000T150T	MAGNETIC, 150W, 120V	STAINLESS STEEL	MAGNETIC
7000T300T	MAGNETIC, 300W, 120V	STAINLESS STEEL	MAGNETIC

*WE DO NOT RECOMMEND USING GREATER THAN 70% OF THE MAXIMUM WATTAGE SPECIFIED FOR THE LOW VOLTAGE TRANSFORMER DUE TO INRUSH CURRENT REQUIREMENTS.

SHADES OF LIGHT

IMEG
ARCHITECTURAL LIGHTING
VISUALLY CURATED. TECHNICALLY VERSED.
DL4 Residential Patio Sconce

IMEG
ARCHITECTURAL LIGHTING
VISUALLY CURATED. TECHNICALLY VERSED.
PE1, PE2 Decorative Sconce

IMEG
ARCHITECTURAL LIGHTING
VISUALLY CURATED. TECHNICALLY VERSED.
PE3 Decorative Pendant



REPLICA SCONCE IN MULTIPLE SIZES - MODIFIED FOR COMPLIANCE WITH BRECKENRIDGE TOWN CODE.

Specs

Width/Diameter (in):	4.5"
Height:	8"
Depth/Extension:	4.75"
Back Plate Length:	5.5"
Back Plate Width:	4.57"
Height from Center:	3.75"
Weight:	2.12 lbs
Wire Length:	7"
Some Assembly Required:	Yes
# of Bulbs:	1
Standard Wattage:	250-300W INTEGRAL LED, MAX 950 LUMENS
Bulb Type:	Incandescent
Lamp Base Type:	E26 Medium
Finish:	Rust Iron
NO GLASS	Clear MODIFIED WITH COPPER SHADE
Shade Material:	Glass
Design Style:	Rustic
Power Source:	Hardwire
Voltage Rating:	120 V
Material:	Steel
Warranty:	1 Year Limited Warranty
Made In:	China
Photocell Included:	Yes SYSTEM PHOTOCELL AND TIME/CLK
Shade Included:	Yes
CCT	2700K

COOKIE SETTINGS



IMEG
ARCHITECTURAL LIGHTING
VISUALLY CURATED. TECHNICALLY VERSED.
S2 Bollard

BYSTED BOLLARD

Designed by Peter Bysted



Technical specifications

Materials
Luminaire head: Die cast iron. Post: Corten steel. Base plate: Corten steel.

Finishes
Corten steel, raw.

Mounting
Base plate dimension: 12" diameter. Base plate: Mounted to a concrete base with 4 anchor bolts on a bolt circle of 10" diameter. Installation: Refer to mounting instruction download for installation details. For mounting instructions, see download section on the product detail page.

Information
Electrical:
System Wattage: 29W
LED Wattage: 27W
Delivered Lumens: 412 lm
Efficacy: 14.2 lm/W

Certifications:
cULus, Wet Location
Protection class IP44
IK class 10
BUG Rating: B0-U2-G1
Controllability: 0-10V Dimming
Min.-Max. Ambient Temp: -30°C to +40°C
Color Rendering: Ra>80

Please contact Louis Poulsen for 2700K LED Replacement Kit and more info about supported Light Management Systems. For the E-socket product variants, bulbs are not included. LED light source is part of the product.

Showroom

louis poulsen

Light source guide

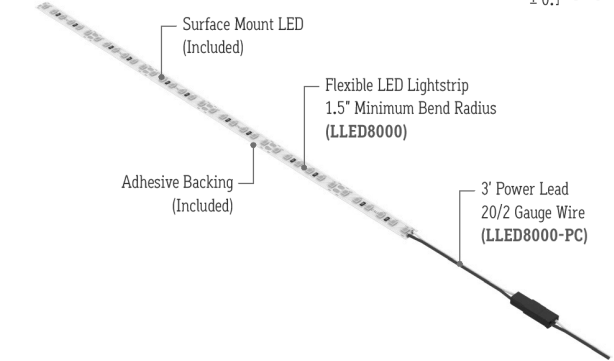
CALI

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INC

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VISUALLY CURATED. TECHNICALLY VERSED.
S3 Linear Concealed

LLED8000 | ACCENT & COVE

Page 1 of 4



FEATURES	Accent, Decorative, Surface, Recessed, Pendant Lighting
APPLICATIONS	LEDs
LAMP TYPE	> 95
CRI	120°
VIEWING ANGLE	Mounting Channel or Mounting Clips (Sold Separately)
MOUNTING	0.016 lbs per foot
WEIGHT	Flexible LED Tape
CONSTRUCTION	Built to Order
LENGTH	Dry, Wet, or IP67 Location UL2108, CSA C22.2 #9 UL8750, CSA C250
LISTING	Link to Installation Instructions
INSTALLATION	Forward / Reverse Phase, 0-10V, Lutron, DMX, DALI
ELECTRICAL	2.5 Watts (2.5W)
DIMMING	3.6 Watts (3.6W)
MAXIMUM RUN	4.5 Watts (4.5W)
(Based on 5 Amps)	5.5 Watts (5.5W)
MAXIMUM RUN	6.5 Watts (6.5W)
(Based on 4 Amps per Class II)	
VOLTAGE	24VDC
DRIVER	Remotes (Sold Separately)
TEMPERATURE RATINGS	Operating / Startups: -20° to 48°C (-4° to 120°F) Storage: -40° to 76°C (-40° to 170°F)

SERIES	LENS / OPTICS	WATTS PER FOOT	DIMMING	CCT LED	LISTING	FINISH	FIXTURE LENGTH
LLED8000**	LLED8000-CL	LLED8000-UC**	Clear Lens**	1.5 Watts (1.5W)	Forward / Reverse Phase (PB)	2400K (2.4K)	Indoor
LLED8000-CNC	LLED8000-PC	LLED8000-UCS	ICL	2.5 Watts (2.5W)	0-20V, 0-10V, 1-10V (0V)	2700K (2.7K)	Indoor
LLED8000-CM	LLED8000-PCR	LLED8000-VR	50% Semi Frosted Lens	3.6 Watts (3.6W)	Hi-Lume 1% 2 Wire** (L3DA)	3000K (3.0K)	Polished (PA)
LLED8000-CR	LLED8000-RME	LLED8000-WMC	(SF)	4.5 Watts (4.5W)	Hi-Lume 1% 3 Wire** (L3DA)	3500K (3.5K)	White (WB)
LLED8000-EM	LLED8000-FMI	LLED8000-WMI	100% Frosted Lens	5.5 Watts (5.5W)	Hi-Lume Premier 0.1% JAB** (L3D0)	4000K (4.0K)	Outdoor (P67)**
LLED8000-GLL	LLED8000-RPM	LLED8000-WMR	(F)	6.5 Watts (6.5W)	JAB 0-10V (JAB-10V)	4500K (4.5K)	White (WB)
LLED8000-GR	LLED8000-SMI				JAB Hi-Lume 1% 2 Wire (JAB-LTEA)	Amber** (A)	Satin / Silver (SA)
LLED8000-L**	LLED8000-SOC				Red** (R)		
LLED8000-LTS	LLED8000-SGL				Green** (G)		
LLED8000-LPL	LLED8000-SR				Blue** (B)		
LLED8000-LPR	LLED8000-ST	** Standard Finish: Natural Silver if left blank			Leave Blank for Non-Dimming	Blue** (B)	
LLED8000-MI	LLED8000-ST	** Standard Lens: Clear if left blank					
LLED8000-MW	LLED8000-STL	** No lens, optics, or finish available					
		** If lens option is selected without a channel selection, "L" channel will be supplied					
		** (L3DA) 40 watt max Lutron Hi-Lume 1% 2 Wire #L3DA40(LUX-CV24)					
		** (L3DA) 40 watt max Lutron Hi-Lume 1% 3 Wire #L3DA40(LUX-CV24)					

CALIFORNIA ACCENT LIGHTING, INC.
2820 E. Gretta Lane, Anaheim, CA 92806
ph. 800.921.CALI (2254) | fx. 714.535.7902 | info@calighting.com | calighting.com
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lipLEDs
Specification Grade



7800 E ORCHARD ROAD
SUITE 260-S
GREENWOOD VILLAGE, CO 80111
P-303.796.6000

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PROJECT NO: 2023024.00

ISSUE DATE: 05/02/2025

REVISIONS:

SHEET TITLE:

LIGHTING DETAILS

SHEET NUMBER:

EP400

Wall luminaire - Directed light

Application
The luminaire can be utilized at low or high mounting heights to illuminate pathways and corridors for safety and egress purposes.

Materials
Clear safety glass with matte finish
Marine grade, copper free (s 0.3% copper content) A360.0 aluminum alloy
High temperature silicone gasket
Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations
Protection class IP 65

Weight: 2.1 lbs.

Electrical
Operating voltage 120-277VAC
Minimum start temperature -30° C
LED module wattage 6.1W
System wattage 9.0W
Controllability 0-10V dimmable
Color rendering index Ra > 80
Luminaire lumens 407 lm
LED service life (L70) 60000 hrs

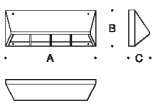
LED color temperature
☐ 4000K (K4)
☐ 3500K (K35)
☐ 3000K (K30)
☒ 2700K (K27)

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish
All BEGA standard finishes are matte, textured powder coat with minimum 3 mil thickness. BEGA Unidure® finish provides superior fade protection in Black, Bronze, and Silver. BEGA standard White is a super durable polyester powder. Optionally available RAL and custom color finishes provided in either polyester powder or liquid paint.

Available colors
☐ Black (BLK)
☐ Silver (SLV)
☐ RAL:
☐ Bronze (BRZ)
☐ White (WHT)
☐ CUS:
☐ MGU
☐ RAL

Available options
☐ CUS Custom finish
☐ MGU Marine grade undercoat
☐ RAL RAL finish



Wall luminaire - Directed light				
	LED	A	B	C
B22375	6.1W	7 1/8"	4 1/8"	3"

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com
Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com
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BEGA



ARCHITECTURAL LIGHTING
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S9 Area Light

Type:
BEGA Pr
Project:
Modified



AURORALIGHT

AGAVE DIR100140

The Agave micro directional luminaire is a high-performance, low-energy LED accent light. Machined from solid brass bar, its artistic styling and precise machining make this fixture attractive and functional

- Storm Drain™ system to expel dirt, dust & water
- Self-aligning and sealing UV & shock resistant optic
- Patented Optic US 10,655,799 B2
- Ideal for small greenery, facade & architectural features

CONFIGURATOR:

DIR100140	LED	FINISH
(1) = Most common configuration	(2703) 2700K 3W (3003) 3000K 3W	(NAT) Natural Brass (BLP) Bronze Living Patina (BLPX) Extra Dark BLP (NI) Nickel PVD

FIXTURE DIMENSIONS	L4-1/2" x H2-1/2" x D1-5/8"
LIGHT SOURCE	Integrated LED
COLOR TEMPERATURES	2700K 3000K
WATTAGES	3W
CRI (RA)	80 CRI
VOLTAGE	12V
DELIVERED LUMENS	238lm
DIMMABLE	Yes, Dim to <10% via Transformer
DRIVER	Yes, 12V Integral Constant Current
TRANSFORMER	12V AC/DC (Supplied by others)
MOUNT	Yes, Included 1/2" NPS Adapter
GROUND STAKE	Yes, Included MGS001108
ACCESSORIES	Yes, Included 60° Glare Shield
OPTICS	Yes, Included 15°, 25°, 40° & 60°
FINISH	Included Natural Brass
MATERIAL	Brass
WIRE LENGTH	24"
LOCATION	Exterior Wet
CERTIFICATIONS	UL, IP66, IP67

*For complete warranty terms, please visit: www.auroralight.com/warranty/

P. 760.931.2910
O. 2742 Loker Ave. W Carlsbad CA 92010
W. www.auroralight.com

PROJECT:

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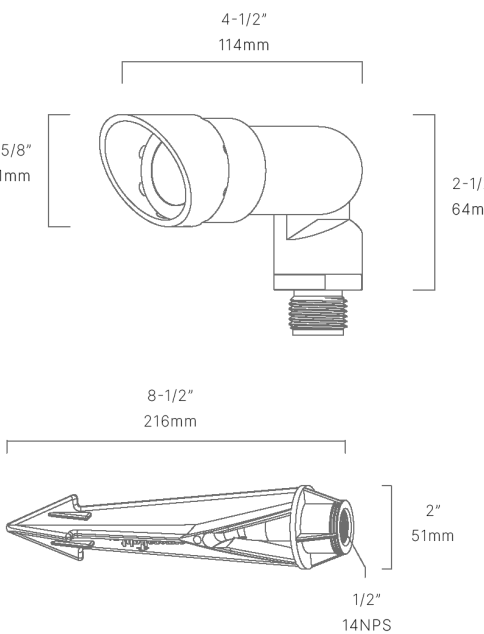
ARCHITECTURAL LIGHTING
VISUALLY CURATED. TECHNICALLY VERSED.
S10 Accent

LUMINAIRE SHALL BE ORIENTED DIRECTLY DOWN



AVAILABLE FINISHES:

NAT	BLP	BLPX	NI
Natural Brass	Bronze Living Patina	Extra Dark Bronze Living Patina	Nickel PVD



MADE IN USA
WITH DOMESTIC & IMPORTED MATERIALS



AURORALIGHT

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The Agave micro directional luminaire is a high-performance, low-energy LED accent light. Machined from solid brass bar, its artistic styling and precise machining make this fixture attractive and functional

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DELIVERED LUMENS	238lm
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GROUND STAKE	Yes, Included MGS001108
ACCESSORIES	Yes, Included 60° Glare Shield
OPTICS	Yes, Included 15°, 25°, 40° & 60°
FINISH	Included Natural Brass
MATERIAL	Brass
WIRE LENGTH	24"
LOCATION	Exterior Wet
CERTIFICATIONS	UL, IP66, IP67

*For complete warranty terms, please visit: www.auroralight.com/warranty/

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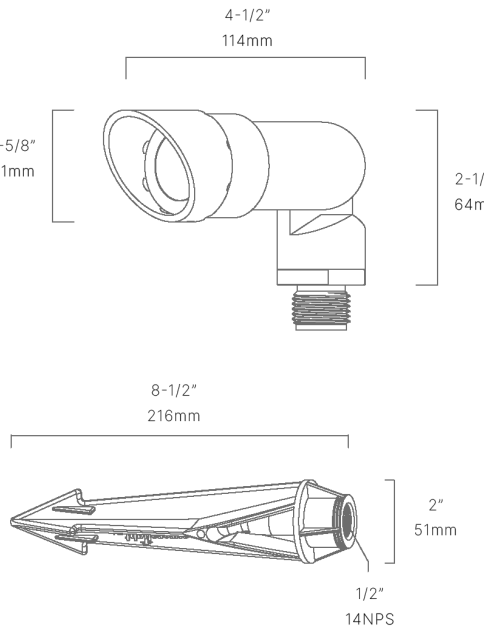
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S11 Bridge Accent

LUMINAIRE SHALL BE ORIENTED DIRECTLY DOWN



AVAILABLE FINISHES:

NAT	BLP	BLPX	NI
Natural Brass	Bronze Living Patina	Extra Dark Bronze Living Patina	Nickel PVD



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WITH DOMESTIC & IMPORTED MATERIALS



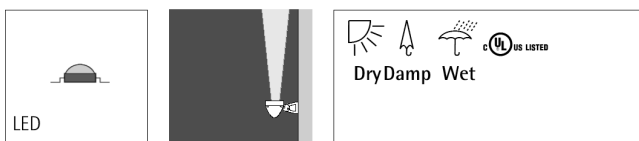
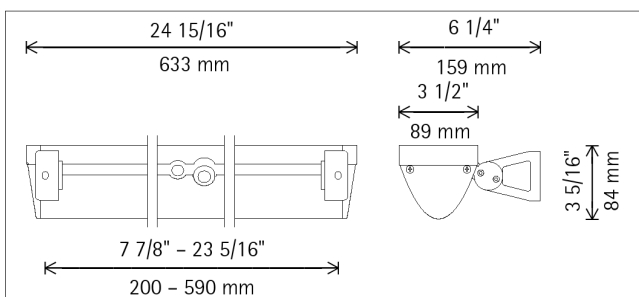
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Focalflood Façade luminaire



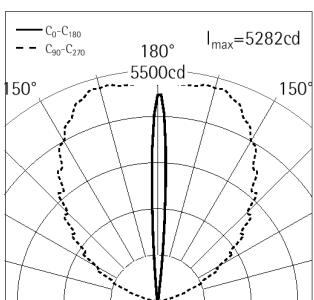
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S12 Wall Grazer

LUMINAIRE SHALL BE ORIENTED DIRECTLY DOWN



84170/955
347769/955
LED module: 20.2W 2991lm 3000K
warm white
Switchable
Version 10
Grazing light

Product description
Housing: corrosion-resistant aluminum profile, No-Rise surface treatment. Double powder-coated. Optimized surface for reduced accumulation of dirt. Screw-fastened end plates: corrosion-resistant cast aluminum. Two mounting brackets for positioning as required: corrosion-resistant aluminum. 135° tiltable. Cable 3xAWG18 / 3x1mm², L 59" / 1.5m. Control gear 120V, 60Hz. LED module: high-power LEDs. Asymmetrical reflector lens system: aluminum, silver anodized. Optimized screening for the LEDs ensures no direct light emission. Front section with Sofree lens: corrosion-resistant aluminum, double powder-coated.



Technical data	
Luminous flux of the luminaire	2991lm
Connected load	26.0W
Luminaire efficacy	48lm/W
Color deviation	1.5 SDCM
Color rendition index	CRI 92
Lumen maintenance (LED manufacturer specifications)	L90/B10 > 50000h
LED failure rate	L90 > 100000h
LED failure rate	0.1% > 50000h
TIA (Temporal Light Artefacts)	-
LMF	E
Temperature on the cover glass	104°F / 40°C

MODIFIED FOR REDUCED LUMEN OUTPUT OF 950 LUMENS

For your regional contact in the ERCO
Sales network click:
www.erco.com/contact

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Technical region: 120V/60Hz
We reserve the right to make technical
and design changes.
Current version:
www.erco.com/347769/955

TIER 1

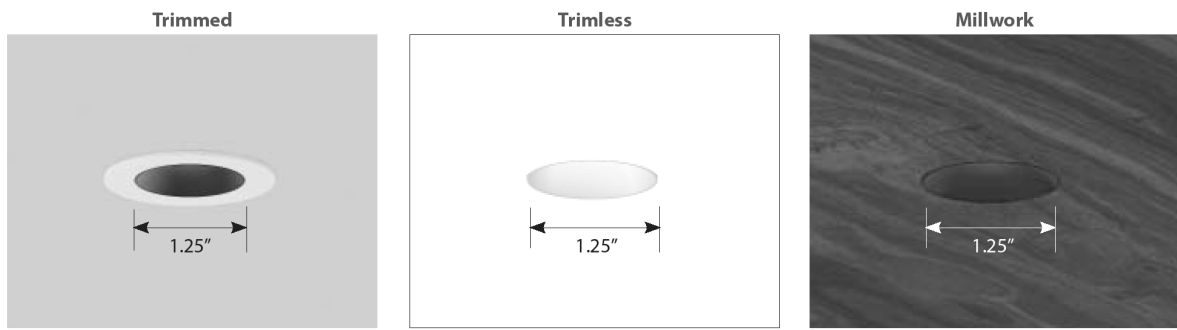
TIER 1



ARCHITECTURAL LIGHTING
VISUALLY CURATED. TECHNICALLY VERSED.
S13 Igloo Downlight



the LittleOnes® Micro - MIRD Standard Output
1.25" Round Downlight with 2+ Fixtures per Remote Driver



Meet the LittleOnes — our smallest LED downlight. Ceilings are powerful and organized with the LittleOnes' minimal aperture size. Available as a full family of downlight, adjustable and wall wash, USA's LittleOnes deliver beautiful illumination to your spaces while remaining fully serviceable AND installable from below the ceiling plane.

FEATURES

- LittleOnes downlights offer a tiny new form factor for a minimal downlight aesthetic
- Classic White and Dim to Warm+ LED color options
- Trimmed, trimless and millwork styles are compatible with sheetrock, ACT, wood/millwork, and many other ceiling materials
- Industry leading illumination and craftsmanship
- New construction and remote driver housing options for easy installation in any site condition
- 1-to-1 and multi fixture remote driver arrangements for ultimate field flexibility and installation convenience

PERFORMANCE DATA...

	2+ Fixtures Per Driver	
	Classic White	Dim to Warm+
Wattage:	7W	7W
Source Lumens:	800	525
White Bevel Performance		
Delivered Lumens:	550 - 625	325 - 350
Black Bevel Performance		
Delivered Lumens:	375 - 600	250 - 300

***Based on 3000K. Performance varies for each specific beamspread and color temperature.



LittleOnes are fully serviceable from below the ceiling

Page 1

USA LIGHTING COLLABORATORY
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New York, NY 10013
845-234-4090
showroom.usalighting.com

USA LIGHTING HEADQUARTERS
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COMMERCIAL OUTDOOR

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WDGE1 LED
Rev. 04/02/25

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REVISIONS:

SHEET TITLE:

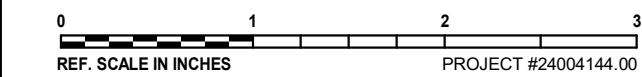
LIGHTING DETAILS

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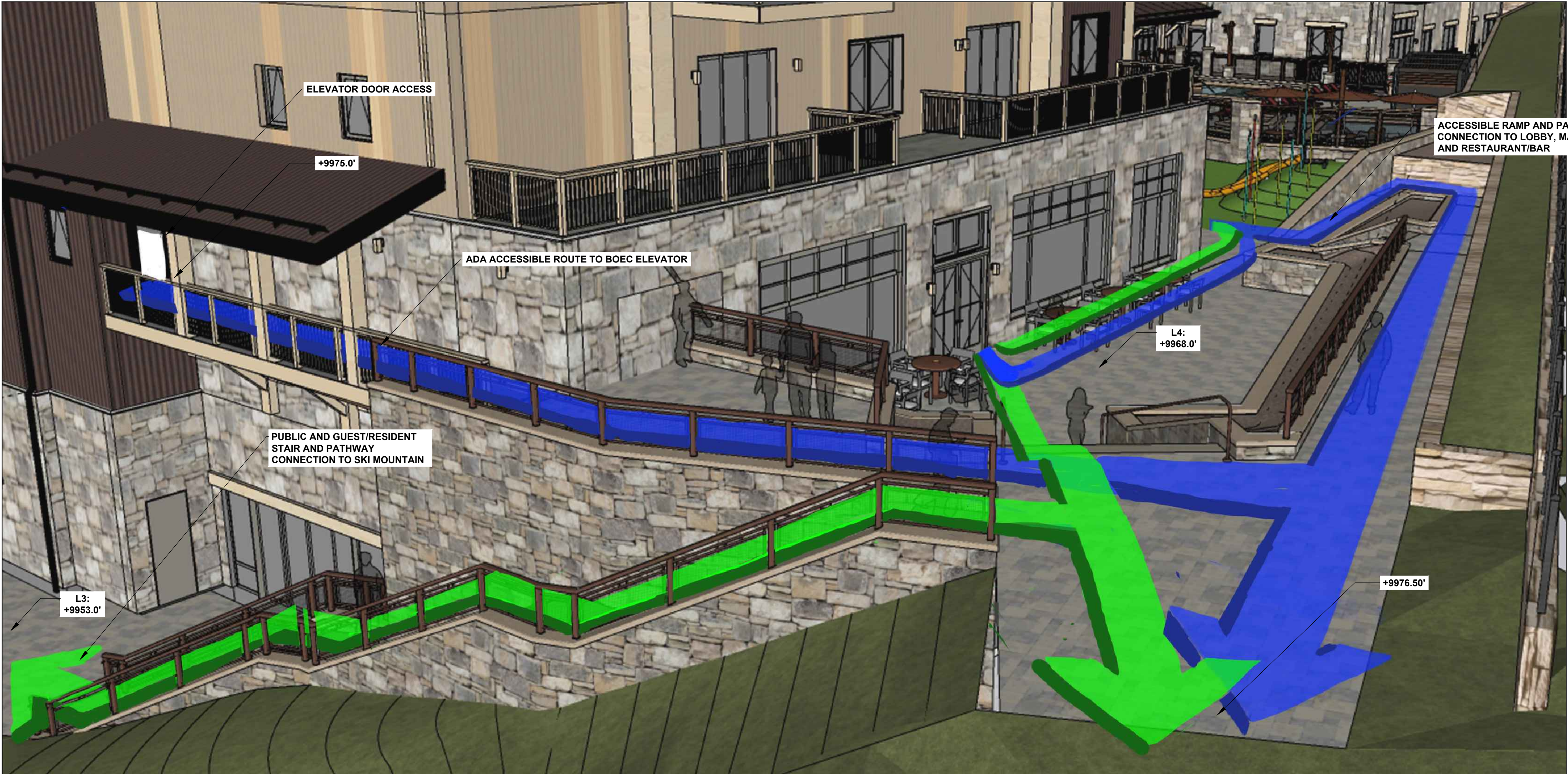
EP402

7800 E ORCHARD ROAD
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Last Saved: April 23, 2025 2:52:29 PM by Pmaahoney
Last Plotted: 4/23/2025 2:52:53 PM
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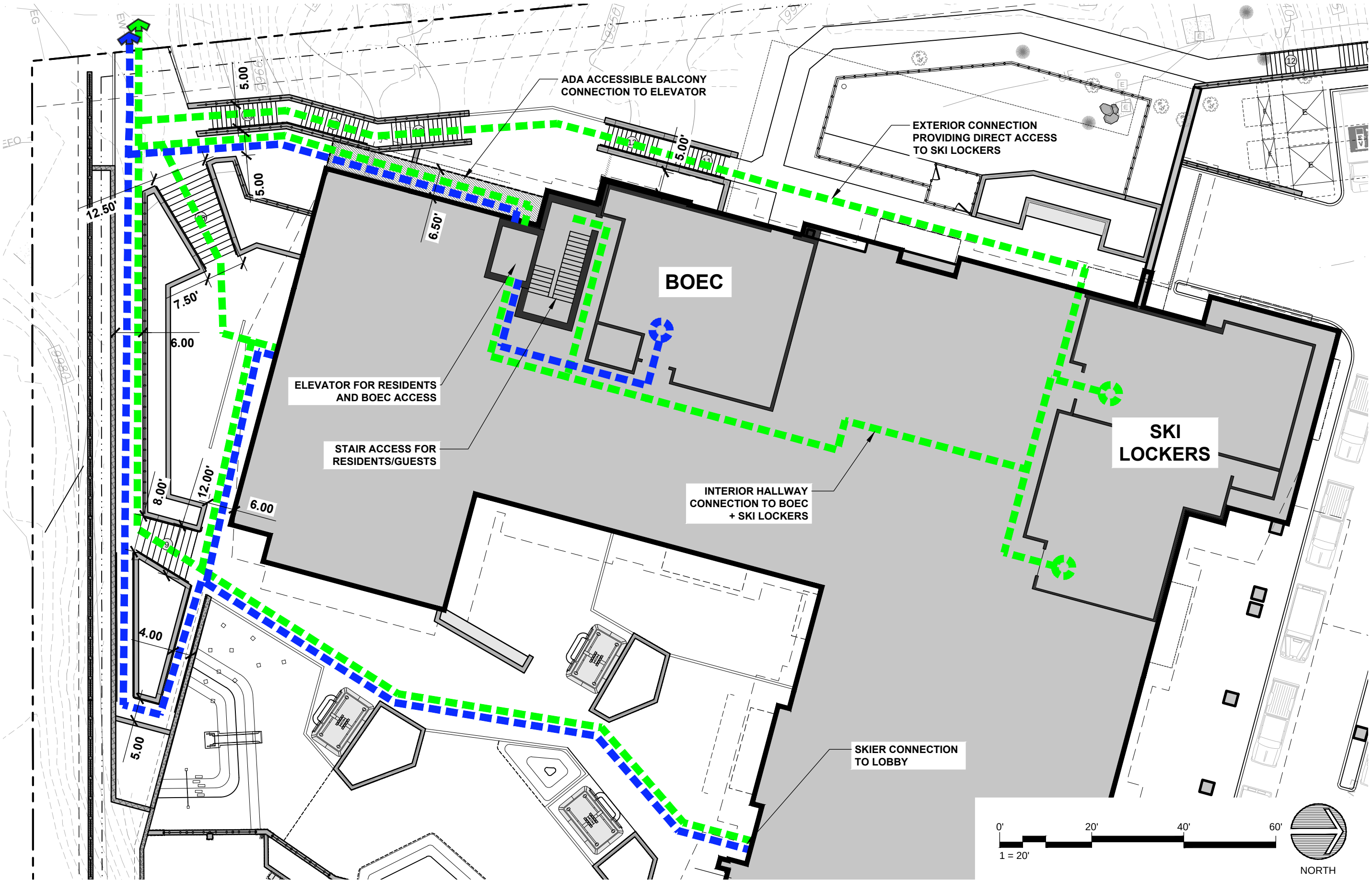


LANDSCAPE SITE LEGEND

---	PROPERTY LINE
---	SETBACK LINE
---	EASEMENT LINE

CONNECTION DIAGRAM

	ADA ACCESSIBLE CIRCULATION
	GUEST/RESIDENT CIRCULATION



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

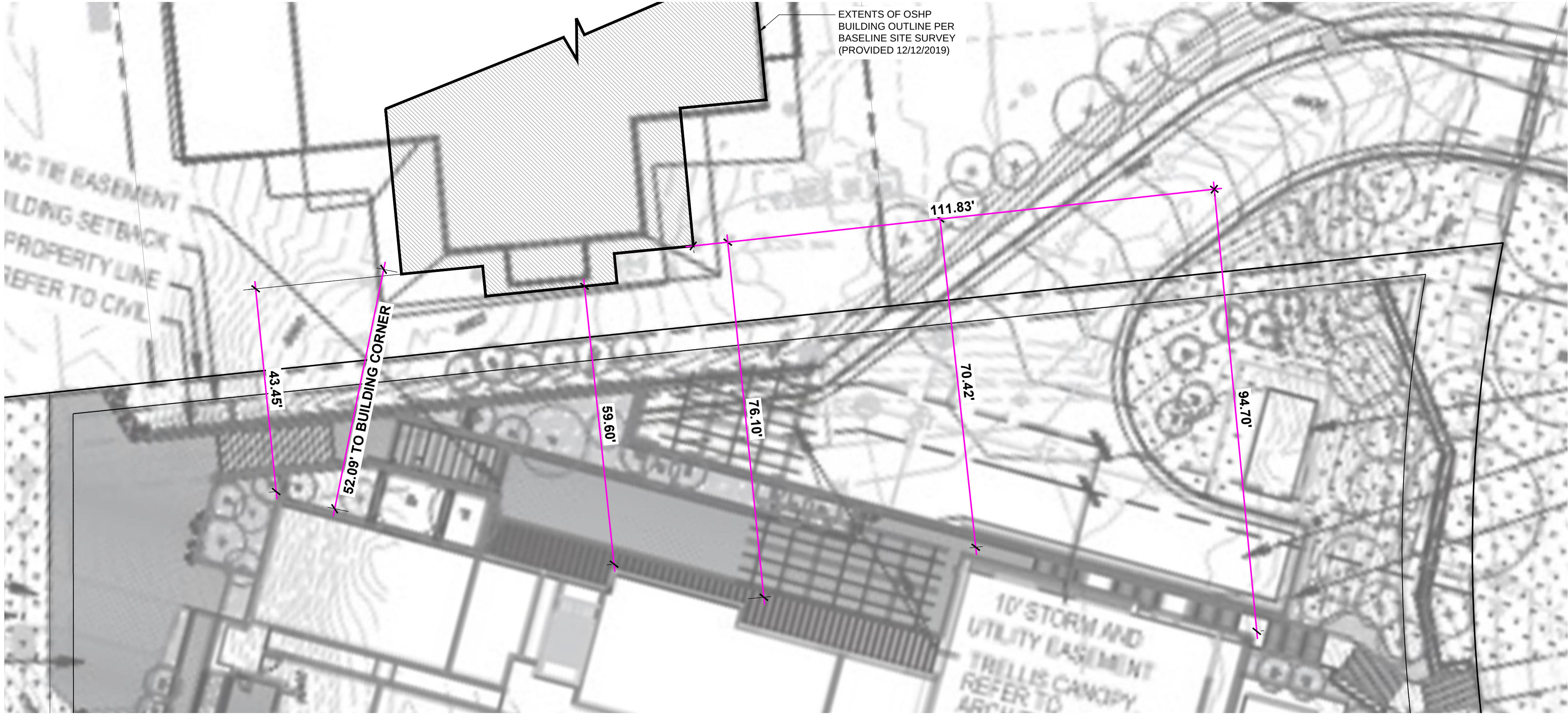
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PROJECT NO.: 2023024.40
ISSUE DATE: 03/17/2025
REVISIONS: 1 04/30/2025

SHEET TITLE:
SKIER ACCESS
CIRCULATION
EXHIBIT

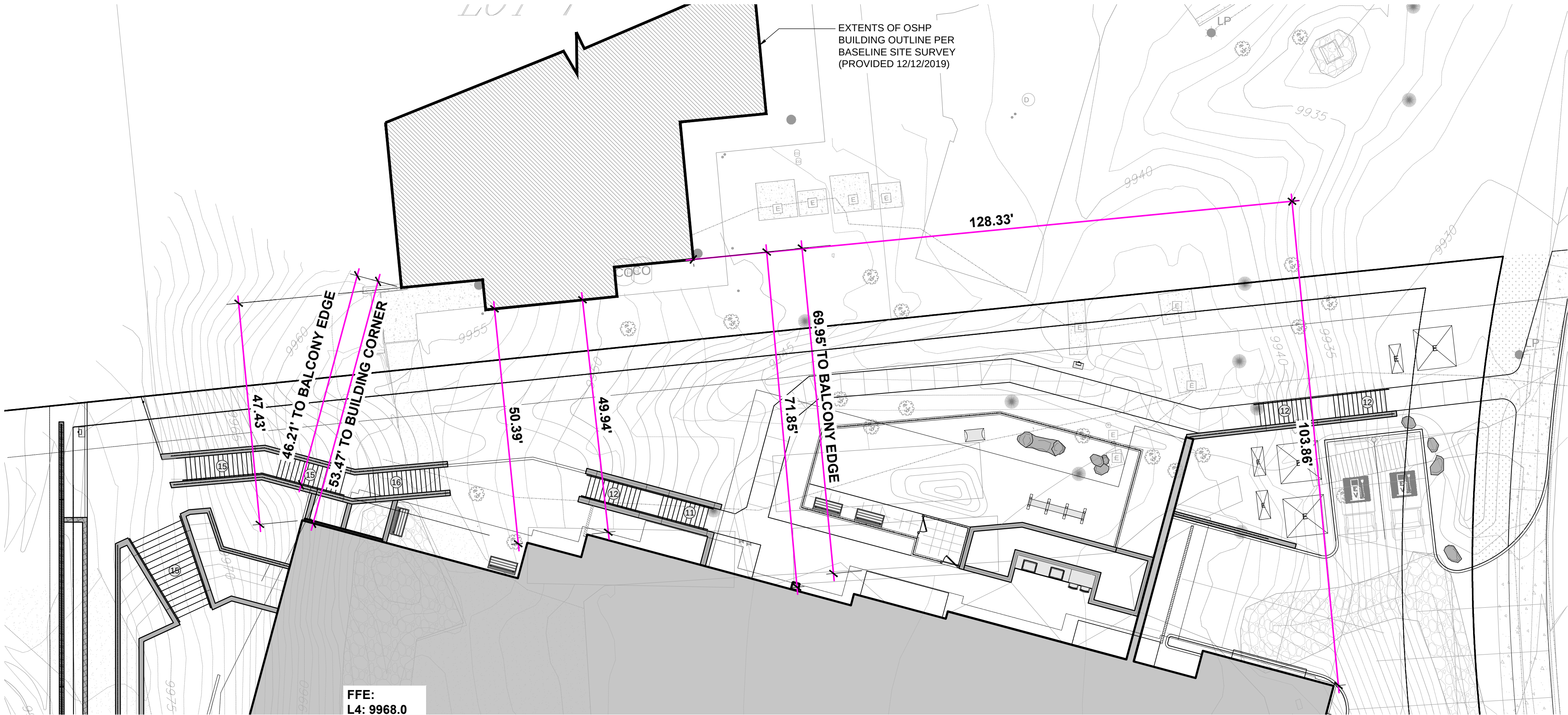
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EX. 1

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2 EX.1 PREVIOUS 2019 CLASS A FINAL SUBMISSION DESIGN (BY OTHERS) 1/16"=1'-0" PLAN



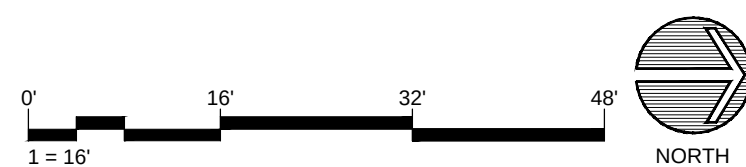
1 EX.1 CURRENT PROPOSED 2025 BGV IMPERIAL DESIGN 1/16"=1'-0" PLAN

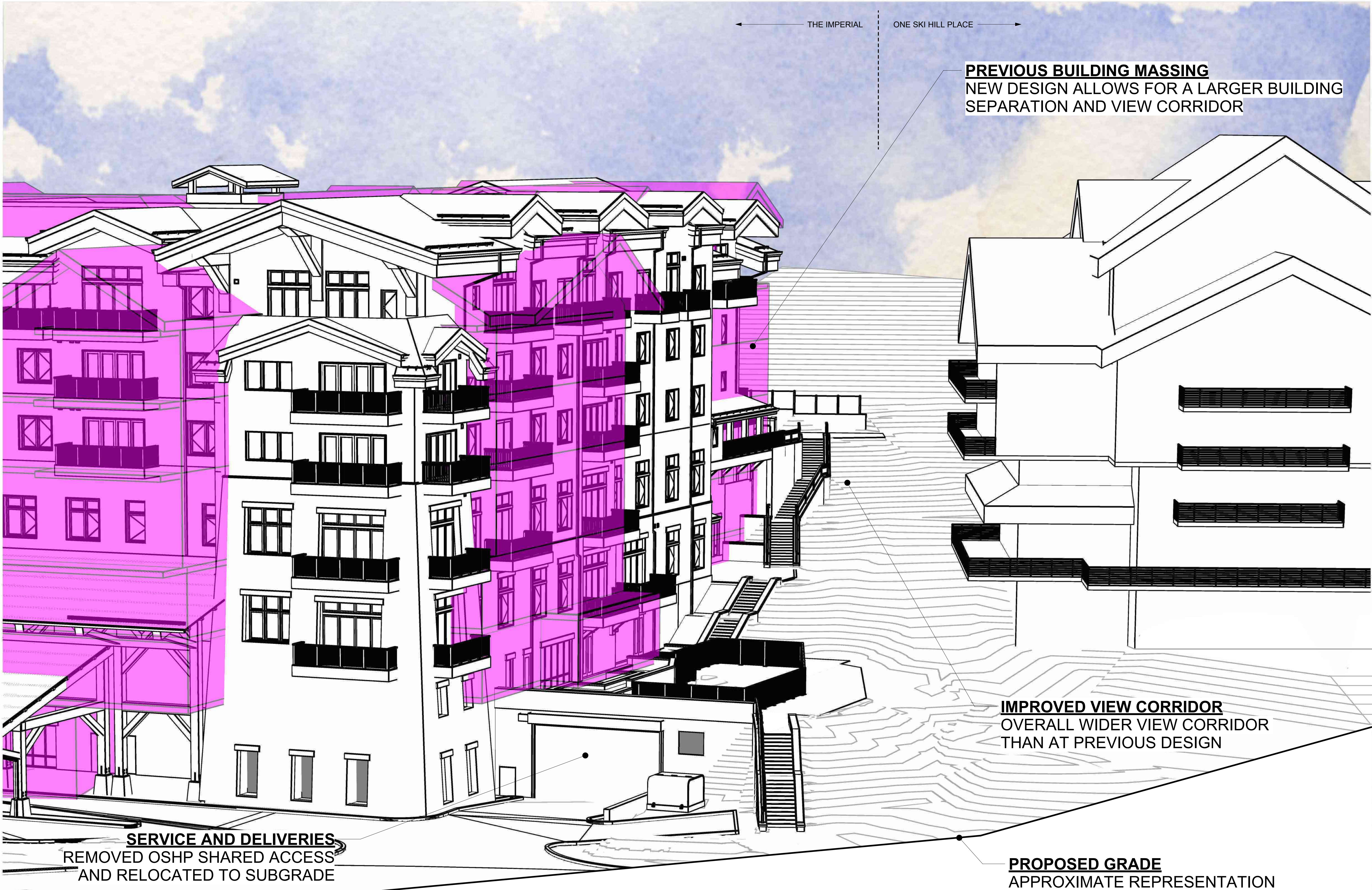
- NOTES:**
1. THESE DIMENSIONS ARE APPROXIMATE BASED ON ONE SKI HILL PLACE BUILDING LOCATION. SURVEYED BUILDING LOCATION PROVIDED BY LAND SURVEY AT GROUND LEVEL; UPPER 4 LEVELS OF ONE SKI HILL PLACE NOT KNOWN.
 2. DIMENSIONS ON THE PREVIOUS DESIGN ARE APPROXIMATE BASED ON PLANS REFERENCED FROM PLANNING COMMISSION CLASS A FINAL SUBMITTAL PACKAGE (12/20/2019).
 3. DIAGRAM REPRESENTS A PRELIMINARY DESIGN LAYOUT FOR THE IMPERIAL BUILDING. FINAL LAYOUT MAY VARY SIGNIFICANTLY ONCE THE BUILDING IS CONSTRUCTED.

DRAWN BY:	PM
CHECKED BY:	ZE
PROJECT NO.:	2023024.40
ISSUE DATE:	03/17/2025
REVISIONS:	1 04/30/2025

SHEET TITLE:
ONE SKILL HILL
PLACE PROXIMITY
EXHIBIT

SHEET NUMBER:





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1
EX. 3
PERSPECTIVE
SCALE: NTS

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THE IMPERIAL / PARCEL 4
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FINAL CLASS A SITE PLAN RESUBMITTAL

NOT FOR CONSTRUCTION	
DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2023024.40
ISSUE DATE:	03/17/2025
REVISIONS:	04/30/2025
SHEET TITLE:	
BUILDING MASSING COMPARISON	
SHEET NUMBER:	

EX. 3

March 17, 2025

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

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

Sarah,

Thanks to you and the rest of Staff for working with us on The Imperial Hotel & Private Residences (The Imperial)/Parcel 4 site plan application. We appreciate Staff meeting with us to review the project and provide comments and suggestions. We have been working closely with our mechanical, structural, and civil engineers and have continued to refine the project. Based on Staff's and Planning Commission's comments from the March 4, 2025 hearing and support to move forward to a Final Hearing, we have revised the plans and provided additional information. Specifically:

1. Minor revisions to the sizes of some of the building's internal uses have taken place which have impacted the proposed gross square footage, density, amenity calculations, and employee housing calculations. (There have been no changes to the total number of each type of unit.)
2. The number of proposed parking spaces and gas fire places have changed.
3. Modifications to the site area calculations have taken place to reflect a reduction in the outdoor dog play area and the redesign/relocation of some of the outdoor planters, tram cars, etc.
4. Changes to the Snow Management Plan and calculations to match the exterior revisions.
5. Revised Landscaping Plan showing additional trees along the western property line.
6. Additional skier/pedestrian access circulation information – a connection diagram, 3D graphic, and perspective have been provided for the circulation at the southwestern corner of the building. This shows guests/residents and Breckenridge Outdoor Education Center (BOEC)/ADA circulation routes from the building to the snow.
7. An updated pedestrian circulation plan for the property.
8. Additional building separation information – graphics, a 3D exhibit, and perspectives illustrating the separation between our proposed building and One Ski Hill Place (OSHP), including the previously approved hotel location for comparison.
9. Perspectives showing the geodesic domes from off-site.
10. The percentage of metal has been provided for each elevation per Relative Policy 5 – each elevation contains less than 25%.
11. A physical material and color sample board has been submitted.
12. A physical material and color sample of the artificial pet play yard area has been submitted.
13. A Photometric Plan and lighting details have been provided in the plan set.

14. Another EV charging station (aka electric vehicle supply equipment (EVSE) installed space) over and above the International Energy Conservation Code (IECC) requirements has been provided for a total of three (3) EV charging stations above IECC requirements which equates to three positive points (+3) under Relative Policy 33/Energy Conservation.
15. Additional Davis Vantage Pro2 weather monitoring station energy savings information.
16. Additional dog daycare/play yard and operation and management information.
17. Additional civil plans have been provided – erosion control, demolition, driveway plans and profiles, water and sewer, details, etc.
18. A Preliminary Drainage Plan has been attached.
19. A copy of the executed Shoring Tie Back Termination Easement will be provided as soon as its available – well before the Final Hearing on May 6.
20. We appreciate our neighbors' interest in the Imperial and we have scheduled additional meetings with the board members of One Ski Hill Place (OSHP) homeowners' association to continue to discuss the project. We have provided information below which addresses many of their comments from the last hearing (i.e., building location/setback, tie back easement, dog daycare operation, traffic, landscaping, etc.).
21. P8E Grandview LLC obtained ownership of the property on February 18, 2025. The Special Warranty Deed recorded under Reception No. 1346803 has been attached. Executed Preliminary and Final Hearing Applications reflecting our ownership and an Authorization Letter from Gondola Properties LLC allowing P8E Grandview to submit the applications have been provided.

Policy 3/Density – Square Footage

As noted above, the project has been refined with revisions to some of the sizes of the internal uses. The proposed density still falls below the remaining 220.00 single-family equivalents (SFEs) of the total allowed 506.1 SFEs. The table below reflects the revised building calculations:

Use	Conversion/ (Square Feet)	Proposed Density (Square Feet)	SFEs
36 Hotel Rooms	1,380	16,027	11.61
135 Condos/Lock-Offs	1,200	119,315	99.43
9 Townhomes	1,600	33,698	21.06
Commercial	1,000	17,516	17.52
Guest Services	1,000	3,010	3.01
Non-habitable areas Common/Circulation, Support, etc.	1,200 (Condos primary use)	79,095	65.91
Amenity Total*		(30,717)	N/A
Amenity Overage*	1,200 (Condos primary use)	1,739	1.45
Parking**		(109,851)	N/A
Density Total		270,400	
Gross Building Total		409,229	219.99

* Per the Master Plan, meeting or conference facilities or recreation and leisure amenity areas up to 600% of required do not count as density. 600% = 28,978 square feet. 1,739 square foot overage counted as 1.45 SFEs ($1,739/1,200 = 1.45$).

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

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

The revisions to the buildings' residential square footage have impacted the amenity calculations. As noted in the above footnote, meeting or conference facilities or recreation and leisure amenity areas up to 600% of required do not count as density according to the master plan. The Imperial contains 169,040 square feet of residential dwelling area. Consequently, 4,830 square feet of amenity area is required ($169,040/35 = 4,829.7$). 30,717 square feet of indoor/outdoor recreation and/or leisure amenity areas are proposed which is approximately 636% of required. (600% = 28,978 square feet. $30,717 - 28,978 = 1,739$ square feet over which is 1.45 SFEs counted as density. $1,739/1,200 = 1.45$ SFEs)

Policy 24/Employee Housing Calculations

The table below represents the current proposed square footages for the various uses and the Planning Commission's support of our requested employee generation rate reductions for Whole Ownership Condominiums, Lobby Bar, Bar/Speakeasy, and Private Dining areas based on our operational experiences at our existing resorts. (Please note that there were no changes to the sizes of the Bar/Speakeasy and Private Dining areas and the Lobby Bar slightly increased in size.) The Market/Retail use reduction request was not supported by Commission; consequently, the table reflects the Development Code's requirements for Market/Retail.

Use	Number Rooms/Units or Square Footage	Employee Generation Rate Per Code	Employees to be Housed Per Code	Employee Generation Rate Proposed	Employees to be Housed Proposed	Reduction Proposed
Hotel Units	36	0.6 employees/ room or unit	21.60		21.60	0.00
Condominiums – Whole Ownership	23	0.6 employees/ room or unit	13.80	0.33 employees/ room or unit	7.59	-6.21
Lock-Offs – attached to Whole Ownership Condos	22	0.6 employees/ room or unit	13.20		13.20	0.00
Condominiums – Fractional Ownership	36	0.6 employees/ room or unit	21.60		21.60	0.00
Lock-Offs – attached to Fractional Ownership Condos	54	0.6 employees/ room or unit	32.40		32.40	0.00

Townhomes	9	0.33 employees/ unit	2.97		2.97	0.00
Spa/Retail	3,474	2.1 employees/ 1,000 sq. ft.	7.30		7.30	0.00
Kennel/Pet Check-in/ Play	1,897	2.4 employees/ 1,000 sq. ft.	4.55		4.55	0.00
Market/ Retail	1,212	2.4 employees/ 1,000 sq. ft.	2.91		2.91	0.00
Retail/Ski Shop	2,828	2.4 employees/ 1,000 sq. ft.	6.79		6.79	0.00
Bar - Lobby	469	10.2 employees/ 1,000 sq. ft.	4.78		2.07 (4.41/1,000)	-2.71
Restaurant	4,569	10.2 employees/ 1,000 sq. ft.	46.60		46.60	0.00
Kitchen	1,499	10.2 employees/ 1,000 sq. ft.	15.29		15.29	0.00
Bar/Speakeasy	1,147	10.2 employees/ 1,000 sq. ft.	11.70		4.91 (4.28/1,000)	-6.79
Private Dining	421	10.2 employees/ 1,000 sq. ft.	4.29		2.00 (4.75/1,000)	-2.29
Outdoor Dining/Bar*	3,000	5.1 employees/ 1,000 sq. ft.	15.3		15.30	0.00
Total:			225.08		207.08	-18.00

*A total of approximately 3,000 square feet of outdoor dining is proposed in three locations: 1,254 square feet at the southern restaurant patio; 943 square feet at the bar patio; and 803 square foot area along the eastern wall between these two area.

Based on the Development Code's employee generation rates for the individual aggregated uses within The Imperial, 225.08 employees would be generated. We believe 225.08 employees does not correctly reflect our whole ownership condominium owners' needs, the nuance of the proposed uses, and the shared responsibilities our employees have in a large multi-use resort such as The Imperial. Rather than isolated stand-alone uses operated by individual businesses, we provide efficiencies of scale with our staff to cover multiple uses within a single building. Consequently, the Planning Commission supported a reduction in the employee generation rates for the Whole Ownership Condominiums, Lobby Bar, Bar/Speakeasy, and Private Dining areas based on our operational experiences at our existing resorts. We operate our residential projects and resorts in the same fashion—regardless of their locations.

As previously mentioned, the whole ownership units at our other resorts are not always occupied by their owners, and although the owners have the option to include the units in a rental pool, the majority of the owners choose not to rent out their units. For instance, at our Avon project which as at the base of a ski area, whole ownership occupancy rate is approximately 52%. The Whole Ownership Condominium units do not generate their own individual needs for many typical residential services. For instance, there is no individual pool/hot tub maintenance, no individual refuse pick-up, or individual snow plowing services. All of these are provided as common amenities within the resort. Therefore, based upon the less than 100% rental rate, lack of needed

individual services, and economies of scale with our staff, we believe 0.33 employees per unit (reduced by 55% from 0.6) is a better reflection of the proposed Whole Ownership Condominiums' employee needs in the larger overall The Imperial resort. Our requested 0.33 employees per unit/room is less than the current Development Code's requirement of 0.23 employees per unit/room.

Utilizing the proposed employee generation rates for these four uses and the remaining employee generation rates of the Development Code, 207.08 employees would be generated rather than 225.08 employees per the Development Code. For comparison, our Grand Colorado resort is similar in scale, uses, and operation to The Imperial and approximately 160 individuals are employed there. 25,367.3 square feet of employee housing is required for 207.08 employees. (207.08 x 35% x 350 square feet) The Entrada project is larger than this requirement and the entire building will be deed restricted as employee housing per the Development Agreement.

Policy 5/Architectural Compatibility – Elevations, Material/Color Board, Solar Energy System and Geodesic Domes

As requested, the percentage of metal proposed for each elevation has been calculated in accordance with Relative Policy 5 and indicated on the plans. Each elevation will have less than 25% of metal on it which warrants no negative points under Relative Policy 5. All exterior metal siding will be non-reflective as will the metal support elements of the geodesic domes. In addition to the material and color sample board provided in the plan packet, a physical material and color sample board has been submitted for review during the hearing.

Based upon the design of the roof and additional energy modeling, a rooftop photovoltaic solar energy system may not be installed on Parcel 4 with the initial construction of the building. Instead, the building will be solar "capable" – infrastructure installed so that a roof mounted photovoltaic system may be installed sometime in the future. Should a system be installed on The Imperial, additional system information and a Class D Minor application will be submitted to the Planning Department for review in relation to Absolute Policy 5.

Additional perspectives have also been provided of the geodesic domes illustrating their locations and heights in relation to off-site views. The domes are located in a private yard to the south of the Ski Hill Road townhomes and will be a maximum of 16' tall. The domes are fully enclosed and a way for our guests and residents to enjoy the outdoors, particularly during the winter, without the need to be outside in the cold or snowmelt an outside area. Rather than wood or another opaque material that will create a visual barrier to the outdoors, the glass design is open and simple and creates an immersive outdoor experience for our guests to enjoy. We note there is already precedence at OSHP – the glass solarium over the aquatics area which is very visible to the public on the Ski Area. We appreciate the Planning Commission's support of the domes during the last hearing.

Policy 16 Internal Circulation/Pedestrian Circulation and Eastern Four O’Clock Neighborhood Circulation and Western Building Separation

Currently, there are no existing access easements anywhere on Parcel 4 for public use. Individuals have been using the property to access the Ski Area without formal approval by the previous owners. Two public accesses through the property to the Ski Area, one on the east side and one on the west side, are incorporated into the project’s layout and formal public easements will be available for use after construction is completed in each area. It is simply too dangerous to have public access through an active construction site. This is likely the same scenario that would have played out for the previous approved hotel while it was under construction.

There is a lot of precedence for awarding positive points to projects for providing public easements on private property. The prior hotel project received three positive points (+3) for a 5’ wide paved snowmelt easement between the main building and the southern cabins connecting to the off-site Four O’Clock Subdivision’s platted 10’ pedestrian easement. In addition, positive three points (+3) was also awarded to the Village Hotel Remodel (PL-2018-0482) for a public pedestrian easement; the Lincoln Grill (PL-2017-0030) for a mid-block access easement; Huron Landing (PL-2015-0498) for providing a section of the public recreation path; the 5th Amendment to the Peaks 7 & 8 Master Plan for providing a sidewalk along Ski Hill Road; and Pinewood Village II (Pl-2014-0170) for a sidewalk connection along Airport Road.

We are providing *two* public easements and improvements in those easements. In the past, positive points have generally been awarded for providing only *one* easement. Very rarely have two easements been provided with public improvements.

As requested by the Planning Commission, additional graphical information has been provided illustrating the pedestrian circulation at the southeastern portion of the building. Guests/residents and BOEC/ADA circulation routes from the building to the snow are shown and a 3D graphic and perspective have been provided illustrating the grades in relation to the snow. As mentioned during the last meeting, the size of the elevator and corridors are based on the design of the existing elevator near Robbie’s Tavern at the Grand Colorado.

Also as noted during the last hearing, there is no longer a bus stop on Ski Hill Road adjacent to the property. Rather it is located further to the northwest near the Breck Connect Gondola terminal. Individuals will likely take the Free Ride bus system or the Gondola from Town and then utilize the nearby stairs at the drop off locations to access the Ski Area rather than backtracking to our property around OSHP to access the Ski Area.

In terms of the eastern portion of the property and the Four O’Clock Subdivision access, there is an existing 10’ wide pedestrian easement platted along the entire western boundary of the Four O’Clock Subdivision which the residents can use to access the Ski Area. This easement was created on the original Four O’Clock Subdivision Plat in 1967. We also point out that the nearby forthcoming Parcel 5 Subdivision will contain a public east/west access easement through the

property from Four O’Clock Run Road to the Ski Area. This Parcel 5 subdivision plat and public easement will be in place during the construction of The Imperial which the neighbors can use. Please refer to the circulation plan illustrating how access is provided through the site to the Ski Area.

In response to our OSHP neighbors’ questions about building separation and the private Memorandum of Understanding we have with them, we have provided additional building separation information – perspectives, graphics, and a 3D exhibit illustrating the distances between our proposed building and OSHP, including the previously approved hotel location for comparison. As can be seen, a distance well in excess of 47’ is provided from the building, including balconies, to any building structure at OSHP. The previous hotel was closer and included a loading/delivery area on the western side of the building. Access to the delivery/loading area traversed the eastern side of OSHP. We have relocated the loading/delivery area further away from OSHP and relocated its access to Ski Hill Road which has greatly improved the separation condition for OSHP.

According to the Memorandum of Understanding:

2. BGV agrees that no building structure in the Development will be built to be closer than 47 feet (including balconies) to any building structure in OSHP, as measured by Town Staff in accordance with Town-approved plans. For avoidance of doubt, a building structure does not include subterranean areas (sch as garages) under a main building structure, or mechanical, electrical transformers or similar types of structures.

BGV is committed to abiding by all legal documents including this Memorandum of Understanding with OSHP. The private 47’ has been respected as per Town Development Code definitions and measurements. We note that the Town does not enforce private covenants.

Policy 18/Parking

The parking calculations have also been revised based on changes to the mechanical areas. A total of 192 parking spaces are required/allowed and 208 parking spaces are proposed. (Reduced by three spaces.) The parking calculations and totals are noted on the Cover Sheet as well in the garage areas on the plans.

Policy 22/Landscaping

A high quality landscape plan is proposed utilizing native plant materials and water conservation efforts to complement the mountain environment and enhance the project. During the last hearing, the majority of the Planning Commission supported two positive points (+2) under Policy 22/Landscaping for the proposed plan. Additional trees have been offered along the western portion of the property near the dog play area adjacent to OSHP which will help to provide a buffer to OSHP.

The proposed landscape plan shows a variety of deciduous and evergreen trees and shrubs to be installed on the property paying particular attention to the perimeter to help provide a buffer to the adjacent properties. A total of 134 trees (23 evergreens 6', 8' and 10' tall and 110 deciduous 6'; 10'-12'; and 12'-15' tall (50% multi-stemmed), 444 deciduous shrubs (3-5 gallon container size), 187 evergreen shrubs (3-5 gallon container size), and 90 ornamental grasses (1 gallon minimum size) will be installed on-site. As many trees as possible have been preserved based on the building's grading, fire mitigation requirements, and additional utility installation and relocation information. These same considerations were utilized for the proposed plantings.

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

In the past, other projects received positive points (+4) for their landscape plan such as Alta Verde II for 274 trees on approximately 8.3 acres which averages to about 33 trees per acre and South Gondola Parking Structure for 168 trees on approximately 6.4 acres which averages to about 26 trees per acre. Grand Colorado at Peak 8 West Building also received positive points for 56 evergreens (8'-10') and 164 deciduous trees (2"-3" caliper/50% multi-stemmed).

The Imperial landscape plan now provides approximately 32 trees per acre. (134 trees/4.18 acres = 32.05) Based upon the quantities and the irrigation system water conservation efforts, we believe the two positive points (+2) are still well warranted under Relative Policy 22/Landscaping as the majority of the Planning Commission agreed with during the last hearing.

Relative Policy 33/Energy Conservation

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

- No common outdoor fire pits or individual outdoor fireplaces are proposed. One outdoor fire place is proposed at the porte cochere entry.

- 98 fireplaces are proposed – please see the matrix on the plans' Cover Sheet. The maximum three fireplaces for each unit are met and three indoor common area fireplaces are proposed – in the lobby, restaurant, and Bar/Speakeasy. One
- A total of 10 outdoor gas grills (five grilling areas with two grills each) are planned in the common areas which are not subject to Policy 33 but rather Renewable Energy Mitigation Program ("REMP") at time of building permit.
- Approximately 4,314 square feet will be snow melted for emergency egress and ADA BOEC skier access.
- Approximately 9,500 additional square feet will be snow melted throughout the site.
- Approximately 24,787 square feet will be shoveled/plowed for pedestrian circulation and in the outdoor dining and vehicular paved entry areas.
- 1,148 square feet of outdoor pools/spas are proposed; and
- Three (3) EVSE installed spaces beyond the IECC requirements are now proposed.

The outdoor heated areas have been minimized as much as possible, but due to the size of the project, guest resort amenity expectations, and current technology limitations, we understand that nine negative points (-9) will be incurred under Relative Policy 33/Energy Conservation Subsection B. Excessive Energy Use for the remaining proposed snowmelt areas. (4,314 square feet western emergency egress/ADA BOEC snowmelt exempted. An additional 9,500 square feet of snowmelt which equates to nine negative points (-9). $(9,500 - 5,000 = 4,500/500 = 9.)$ Additionally, three negative points (-3) will be assigned for the 1,148 square feet of outdoor pools/spas.

As mentioned earlier, a total of three (3) EVSE installed spaces beyond the minimum required by the IECC are now proposed to be available to the residents and guests of The Imperial. (Two (2) exterior and one (1) interior on the level 1 garage. Previously, two (2) were proposed outside.) We request three positive points (+3) under Policy 33 for these chargers.

The majority of the Planning Commission supported four positive points (+4) under Policy 33 for the incorporation of the Davis Vantage Pro2 weather monitoring system into the site's snowmelt system. Section 9-1-17-33R.C. *Other Design Features* allows the Planning Commission to award positive to a project for design features that conserve significant amounts of energy and negative points for features that use excessive amounts of energy. We are proposing to incorporate the Davis Vantage Pro2 weather monitoring system into The Imperial's snowmelt system. The weather monitoring system will significantly reduce the amount of energy used on-site by having the outdoor heating system operate only in inclement weather.

The Davis Vantage Pro2 weather station contains several key features, including wireless capability and sensors for temperature, humidity, barometric pressure, wind speed, and rainfall. The weather system itself runs off a third-party weather service and is capable of measuring wind speeds up to 200 mph and temperatures from -40°F to 150°F. A datalogger allows the system to store several months of weather data, which can be analyzed later. (The Davis Vantage Pro2 brochure has been included for your reference.)

The weather station is integrated into the snowmelt system (and chillers). When a storm is predicted, the weather station sends a signal to the boilers, allowing them to ramp up the snowmelt system slowly and only when necessary. This allows for minimal demand of utilities and means our surface temperature is already prepared to melt the precipitation. When the storm has passed, the station reads this from its on-site sensors and slowly turns off.

This intelligent and predictive weather station was initially recommended to us as part of a series of sustainability initiatives during a self-funded smart energy and sustainability audit in 2022. Unique to Summit County, we installed the station and completed the necessary work to connect it to the snowmelt system at Grand Colorado on Peak 8 (GC8) in February 2023. The results were immediate. From February to March 2023, GC8 experienced a reduction of 2.6 billion British thermal units (BTUs) of natural gas. In just one-month post-implementation, this amount of gas saved is equivalent to powering 29 homes for one year, one car driving 350,994 miles, or 319 barrels of oil. In the calendar year 2023, not quite a full year of usage, the energy reduction at GC8 was significant – approximately 7.9 billion BTUs less than the previous year, which is equal to powering 88 single-family homes for one year.

In 2024, as BGV realized the significant impact of these systems, we procured intelligent weather stations and made the connections to our snowmelt systems at our other resorts, earning two Environmental Protection Agency (EPA) awards in the process and reducing our natural gas footprint by 7% year over year.

BGV is dedicated to integrating innovative sustainability practices across all facets of our operations and, when value and significant positive environmental impact align, everyone wins. Since the weather monitoring system is not required by the Town's Building or Energy Code, we agree with Staff's assessment that this unique feature will conserve a significant amount of energy over the lifetime of The Imperial and four positive (+4) points are warranted under Policy 33/R *Other Design Features*. We will be glad to provide a covenant guaranteeing the operation of the weather monitoring station in perpetuity of The Imperial.

Awarding positive points for the weather system will inspire all future developers to seriously consider and implement energy-efficient systems that benefit both our environment and entire mountain community.

Absolute Policy 46/Lighting

The property is located in Lighting Zone 3 (LZ-3/Low Ambient Lighting Zone). A photometric plan has been provided showing all wall mounted building lights, walkway and exterior entry lights. Fixture design details have been provided and all lighting fixtures will meet all applicable requirements of the Town Code. We will be glad to work with Staff on the proposed bistro lighting and the custom made lights, and provide any additional information as needed, to ensure that all Town requirements are met.

Dog Daycare/Spa and Play Area

We appreciate the neighbors and Commissioner questions about the dog daycare/spa and play area. This service is intended to be available to our guests' pets during the day while their owners are on the mountain or enjoying other activities in Town. It is not intended for overnight, multi-day housing for dogs. Our pet daycare/spa will be a highly staff attentive and interactive experience for the animals. Grooming, interactive play, and multiple daily walks will be provided. At this time, we are planning for a maximum of 15 animals per day, with anticipated hours of operations being 8:00AM to 6:00PM. The yard will be cleaned daily and antimicrobial turf spray will be utilized to eliminate odors. We do not wish to unintentionally impact our neighbors or our guests with unsightliness, noise, or odors from this use.

The outdoor play yard has been further analyzed. It has been reduced in size and its snow storage area has been better shown on the plans. (The snow storage calculations have been updated to reflect this redesign.) A turf sample has also been provided to ameliorate concerns with color of the turf yard area. The turf is not florescent, but rather similar in color to professional sporting turf fields. (Please refer to the submitted physical sample for details.) Thank you to the Commission for their support of a variance for the fence height and size of the play yard in recognition that Policy 47's regulations were intended for one pet in a single-family residential setting.

Shoring Tie Back Easement

Our attorney and title company have researched the shoring tie back easements on the eastern portion of the property and found them to be temporary non-exclusive easements for the original construction of OSHP. Since the work associated with OSHP has been completed, the shoring tie back easements are no longer needed and we are working with the original owner and OSHP to formally terminate the easements. A copy of the executed Termination of Shoring Tie Back Easement will be provided to the Town as soon as its available – well before the May hearing.

February 2025 Traffic Impact Study Update/Additional Turn Lane Evaluation

In an effort to separate owners and guests from the delivery area, two access to Parcel 4 from Ski Hill Road are proposed. Guests and owners will primarily utilize the eastern curb cut while delivery vehicles will primarily utilize the western curb cut. The western curb cut is a one-way loop for service vehicles, shuttles and guest drop-off; however, once guests and owners have checked in, they will then use the eastern entry for ingress and egress since it provides direct access to the underground parking structure. The eastern access provides for two-way travel and full turning movements onto Ski Hill Road and will be the primary entry location for passenger vehicles.

An East Peak 8 Traffic Impact Study Update dated February 11, 2025 (Study Update 2025) for the entire East Peak 8 Development Agreement area request was recently completed by Kimley-Horn and Associates. It reflects the current development programs for Parcels 4, 5, and 6 of the

Development Agreement and evaluates the necessity of a turn deceleration lane on Ski Hill Road for the Parcel 4 development. (The Study Update 2025 was included in the second Preliminary Hearing package material submitted to the Town last month.) The Study Updated 2025 is intended to supersede the previously submitted East Peak 8 Traffic Impact Study Update dated May 30, 2024 (Study Update 2024), the previously approved East Peak 8 Traffic Impact Study Update dated July 12, 2023 (Study Update 2023) that was reviewed, approved and referenced in association with the Development Agreement, and the original East Peak 8 Traffic Study they completed on February 17, 2020.

Kimley-Horn provided a turn lane evaluation for the project's two accesses along Ski Hill Road in relation to the Town's standards. Based on the uses of these accesses, they found that a left turn lane is not warranted for either access. (23 westbound turns during the peak hour for the west access and 20 westbound left turns during the peak hour for the east access. Please refer to the Study Update 2025 for details.)

We appreciate the Engineering Department review of the latest East Peak 8 Traffic Impact Study and their determination that a left turn lane is not required for either driveway into the project.

Conclusion

We believe The Imperial has improved with the various plan modifications. The applicable terms of the Development Agreement, Peak 7 & 8 Master Plan Amendment, and the Development Code have been met. With the granting of a variance for the water quality and infrastructure improvements in the Cucumber Gulch Preventative Management Area (PMA) and support of the employee housing mitigation rates and dog play area/fence, all Absolute Policies have been met and the project passes the applicable Relative Policies with an overall score of four positive points (+4) as noted below (-23/+27):

Relative Policy	Points	Comments
6/Building Height	-10	Building is 164'-5" tall exceeding the LUGs recommendation by more than 1/2 story but less than 1 full story. Below OSHP east cross-gable.
6/Building Height – Ridgeline	-1	Unbroken ridgelines exceeding 50'.
15/Refuse	+1	Refuse and recycling area integrated into the garage.
16/Internal Circulation/ Accessibility	+3	Improved public eastern and western access easements through the project connecting the Four O'Clock Subdivision to the ski area and Ski Hill Road to the ski area.
18/Parking	+4	All required parking is provided underneath the building.
19/Loading	+2	Underground loading area separated from guests' check-in and parking area.
22/Landscaping	+2	High quality landscape plan with water saving devices exceeding minimum Code requirements.

24/Social Community – Social Services	+4	1,631 square feet BOEC interior area, six ADA van accessible parking spaces, ADA compliant route from garage to their offices and snow, and use of the outdoor pool and hot tubs areas for \$1/year for 50 years.
25/Transit	+4	All electric year-round shuttle system to be provided.
33/Energy Conservation – Excessive Use	- 12	Additional snowmelt and pools/hot tubs heating.
33/Energy Conservation – Other Design Features	+4	Weather monitoring system for snowmelt areas.
33/Energy Conservation – EV Capable/Installed	+3	Three exterior EV charging stations installed above IECC minimum required.

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

Regards,

Graham Frank
Chief Development Officer

April 30, 2025

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

RE: Final Hearing Resubmittal – The Imperial/Parcel 4 (PL-2024-0475)

Sarah,

Thanks to you and the rest of Staff for reviewing The Imperial Hotel & Private Residences (The Imperial)/Parcel 4 Final Hearing application package. We appreciate Staff taking the time to look at the material and provide the April 11, 2025 email comments to us. In response, we have revised the plans and provided additional information. As requested, a full plan set has been resubmitted. Modifications and clarifications have been made to address Staff's comments and due to further design coordination with our mechanical, structural, and civil engineers and Xcel Energy. These changes have been described below and are primarily located on the western side of the project and/or to some of the sizes of the proposed uses. The revised and additional information includes:

Civil Plans

1. Various Civil Plan sheets have been updated to address the Engineering Department's plan and written comments and with further utility design information. Additionally, a note has been added to sheet C-202 regarding the water main to address the Water Department's comments.
2. A written response from Tetra Tech has been provided answering the Engineering Department's comments and questions.
3. A Final Drainage Report will be submitted to the Town for review and approval prior to issuance of a building permit incorporating the Engineering Department's comments and our responses.

Architectural Plans

4. Modifications have been made to various uses' square footages impacting the building's density and overall gross square footage. No changes to the hotel or residential unit counts or commercial type of uses have taken place.

The proposed density still falls below the remaining 220.00 single-family equivalents (SFEs) of the total allowed 506.1 SFEs for the Peak 8 Base. The table below reflects the revised building calculations:

Use	Conversion/ (Square Feet)	Proposed Density (Square Feet)	SFEs
36 Hotel Rooms	1,380	16,027	11.61
135 Condos/Lock-Offs	1,200	119,315	99.43
9 Townhomes	1,600	33,176	20.74
Commercial	1,000	17,601	17.60
Guest Services	1,000	2,993	2.99
Non-habitable areas Common/Circulation, Support, etc.	1,200 (Condos primary use)	79,347	66.12
Amenity Total*		(30,682)	N/A
Amenity Overage*	1,200 (Condos primary use)	1,793	1.49
Parking**		(109,634)	N/A
Density Total		270,252	
Gross Building Total		408,775	219.98

* Per the Master Plan, meeting or conference facilities or recreation and leisure amenity areas up to 600% of required do not count as density. 600% = 28,889 square feet. 1,793 square foot overage counted as 1.49 SFEs ($1,793/1,200 = 1.49$).

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

5. The changes to the residential square footages have impacted the amenity calculations.

As noted in the above footnote, meeting or conference facilities or recreation and leisure amenity areas up to 600% of required do not count as density according to the Master Plan. The total amount of residential square footage and amenity area decreased. The Imperial now contains 168,518 square feet of residential dwelling area. Consequently, 4,814.8 square feet of amenity area is required ($168,518/35 = 4,814.8$). 30,682 square feet of indoor/outdoor recreation and/or leisure amenity areas are proposed which is approximately 638% of required. (600% = 28,889 square feet. $30,682 - 28,889 = 1,793$ square feet over which is 1.49 SFEs counted as density ($1,793/1,200 = 1.49$ SFEs).

6. The area changes to the various uses have also impacted the employee housing calculations. Specifically, the Kennel/Pet Check-in/Play Area, Retail/Ski Shop, Restaurant, and Kitchen areas were modified. There were no changes in square footage to the Lobby Bar, Bar/Speakeasy, and Private Dining Areas and the number of Whole Ownership Condominiums which reduced employee housing rates were supported by the Planning Commission. The following Table reflects the proposed square footages and the new employee housing calculations:

Use	Number Rooms/Units or Square Footage	Employee Generation Rate Per Code	Employees to be Housed Per Code	Employee Generation Rate Proposed	Employees to be Housed Proposed	Reduction Proposed
Hotel Units	36	0.6 employees/ room or unit	21.60		21.60	0.00
Condominiums – Whole Ownership	23	0.6 employees/ room or unit	13.80	0.33 employees/ room or unit	7.59	-6.21
Lock-Offs – attached to Whole Ownership Condos	22	0.6 employees/ room or unit	13.20		13.20	0.00
Condominiums – Fractional Ownership	36	0.6 employees/ room or unit	21.60		21.60	0.00
Lock-Offs – attached to Fractional Ownership Condos	54	0.6 employees/ room or unit	32.40		32.40	0.00
Townhomes	9	0.33 employees/ unit	2.97		2.97	0.00
Spa/Retail	3,474	2.1 employees/ 1,000 sq. ft.	7.30		7.30	0.00
Kennel/Pet Check-in/ Play	1,904	2.4 employees/ 1,000 sq. ft.	4.57		4.57	0.00
Market/ Retail	1,212	2.4 employees/ 1,000 sq. ft.	2.91		2.91	0.00
Retail/Ski Shop	2,824	2.4 employees/ 1,000 sq. ft.	6.78		6.78	0.00
Bar - Lobby	469	10.2 employees/ 1,000 sq. ft.	4.78		2.07 (4.41/1,000)	-2.71
Restaurant	4,587	10.2 employees/ 1,000 sq. ft.	46.79		46.79	0.00
Kitchen	1,563	10.2 employees/ 1,000 sq. ft.	15.94		15.94	0.00
Bar/Speakeasy	1,147	10.2 employees/ 1,000 sq. ft.	11.70		4.91 (4.28/1,000)	-6.79
Private Dining	421	10.2 employees/ 1,000 sq. ft.	4.29		2.00 (4.75/1,000)	-2.29
Outdoor Dining/Bar*	3,000	5.1 employees/ 1,000 sq. ft.	15.3		15.30	0.00
Total:			225.93		207.93	-18.00

*A total of approximately 3,000 square feet of outdoor dining is proposed in three locations: 1,254 square feet at the southern restaurant patio; 943 square feet at the bar patio; and 803 square foot area along the eastern wall between these two area.

Utilizing the proposed employee generation rates for the four uses supported by the Planning Commission and the remaining employee generation rates of the Development Code, 207.93 employees will be generated and 25,471.4 square feet of employee housing is required. (207.93

x 35% x 350 square feet.) The Entrada project is larger than this requirement and the entire building will be deed restricted as employee housing per the Development Agreement.

7. The number of fireplaces and parking spaces have also changed. 80 gas fireplaces are proposed and a total of 209 parking spaces are proposed.
8. The western façade's upper dormers and massing below them have been modified as well as portions of the eastern elevations' roof design. The overall architectural design concept remains the same.

Architectural Site Plan/Landscape Plans

9. Our civil team has been working with Xcel Energy on the location and design of the utilities for The Imperial. A new electrical line will be installed across the western portion of the property which has caused the reconfiguration of the southwest stairs, plazas, and north-south public access path. These have been reduced in size to be more efficient and pulled east closer towards the building.
10. Minor changes to the location of the paving areas and/or sidewalks near the pools/spas and the underground garage entry.
11. The dog park area has decreased in size.
12. Due to engineering coordination, one of the spas has decreased in size. The total heated water surface area is 1,108 square feet which equates to three negative (-3) points.
13. The paving and snowmelt areas have changed due to the above modifications and the new electrical line noted below. The Lot Coverage and Snow Management Plans and site calculations have been revised to reflect these changes.

In terms of Policy 33/Energy Conservation, key aspects of the project include:

- No common outdoor fire pits or individual outdoor fireplaces are proposed. One outdoor fire place is proposed at the porte cochere entry.
- 80 fireplaces are proposed – please see the matrix on the plan's Cover Sheet. The maximum three fireplaces for each unit are met and three common area fireplaces are proposed – in the porte cochere, lobby, and restaurant.
- A total of 10 outdoor gas grills (five grilling areas with two grills each) are planned in the common areas which are not subject to Policy 33 but rather the Renewable Energy Mitigation Program ("REMP") at time of building permit.
- Approximately 4,205 square feet will now be snow melted for emergency egress and ADA BOEC skier access.

- Approximately 9,499 additional square feet will now be snow melted throughout the site.
- Approximately 24,076 square feet will now be shoveled/plowed for pedestrian circulation and in the outdoor dining and vehicular paved entry areas.
- 1,108 square feet of outdoor pools/spas are now proposed; and
- Three (3) EVSE installed spaces beyond the IECC requirements are proposed.

The outdoor heated areas have been minimized as much as possible, but due to the size of the project, guest resort amenity expectations, and current technology limitations, we understand that nine negative points (-9) will be incurred under Relative Policy 33/Energy Conservation Subsection B. Excessive Energy Use for the remaining proposed snowmelt areas. (4,205 square feet western emergency egress/ADA BOEC snowmelt exempted. An additional 9,499 square feet of snowmelt which equates to nine negative points (-9). $(9,499 - 5,000 = 4,499/500 = 8.99)$.) Additionally, three negative points (-3) will still be assigned for the 1,108 square feet of outdoor pools/spas.

As mentioned above, a total of three (3) EVSE installed spaces beyond the minimum required by the IECC are proposed to be available to the residents and guests of The Imperial. (Two (2) exterior and one (1) interior on the level 1 garage. Previously, two (2) were proposed outside.) We request three positive points (+3) under Policy 33 for these chargers.

The majority of the Planning Commission supported four positive points (+4) under Policy 33 for the incorporation of the Davis Vantage Pro2 weather monitoring system into the site's snowmelt system. Section 9-1-17-33R.C. *Other Design Features* allows the Planning Commission to award positive to a project for design features that conserve significant amounts of energy and negative points for features that use excessive amounts of energy. We are proposing to incorporate the Davis Vantage Pro2 weather monitoring system into The Imperial's snowmelt system. The weather monitoring system will significantly reduce the amount of energy used on-site by having the outdoor heating system operate only in inclement weather.

Please refer to our original Final Hearing Transmittal Letter for details on the Davis Vantage Pro2 weather station system and the energy savings it has provided for our other projects. For instance, from February to March 2023, Grand Colorado on Peak 8 experienced a reduction of 2.6 billion British thermal units (BTUs) of natural gas. In just one-month post-implementation, this amount of gas saved is equivalent to powering 29 homes for one year, one car driving 350,994 miles, or 319 barrels of oil. In the calendar year 2023, not quite a full year of usage, the energy reduction at GC8 was significant – approximately 7.9 billion BTUs less than the previous year, which is equal to powering 88 single-family homes for one year.

14. Xcel Energy will not allow trees to be planted in the electrical line easement area, only shrubs and groundcover. Additionally, three transformers are expected to be located on the northwest portion of the property. Consequently, the Landscape Plan has been revised to account for the utilities. Landscaping has been located on the western side as much as possible to provide

buffer to the adjacent property while meeting Xcel's requirements. A total of 158 trees (24 evergreens 6', 8' and 10' tall and 97 deciduous 6'; 10'-12'; and 12'-15' tall (50% multi-stemmed), 448 deciduous shrubs (3-5 gallon container size), 185 evergreen shrubs (3-5 gallon container size), and 142 ornamental grasses (1 gallon minimum size) will be installed on-site. As many trees as possible have been preserved based on the building's grading, fire mitigation requirements, and additional utility installation and relocation information. These same considerations were utilized for the proposed plantings.

The Imperial landscape plan now provides approximately 37.8 trees per acre. (158 trees/4.18 acres = 28.9) Based upon past precedent, we believe the two positive points (+2) are well warranted under Relative Policy 22/Landscaping for the quantities and the irrigation system water conservation efforts. (Please refer to the original Final Hearing Transmittal Letter for more details on the proposed landscape plan.)

15. A third public access easement is proposed on the eastern portion of the property to connect from Saw Mill Run Road to the development. A soft surface trail with stepped landings will be provided so that neighbors can access the property and connect north to Ski Hill Road. Saw Mill Run Road is located in the Four O'Clock Subdivision which has a platted 10' pedestrian easement running across its western boundary. Thus, neighbors can use either the north or south access to connect to both the ski area and to Ski Hill Road utilizing their 10' easement. The Circulation Plan has also been updated to show all three public accesses through the property – a north/south connection from Ski Hill Road to the ski area and now two east/west accesses on the east side to connect to Ski Hill Road and the ski area. Currently, there are no existing access easements anywhere on Parcel 4 for public use. (Please refer to the original Final Hearing Transmittal Letter for more discussion on the public accesses.)
16. The uphill skier barrier wall system has been redesigned from a cast in place concrete design to a soil nail wall with carved and stained faux stone surface finish to simulate a dry stacked boulder wall similar to the rest of the soil nail walls. (Please see sheet L105 for details.)

Perspectives

17. Sheet Ex 3 has been revised to better illustrate the building separation and view corridor between The Imperial and One Ski Hill Place (OSHP) to the west. All Town setbacks and private 47' separation agreement requirements have been met and/or exceeded. We note that the previous hotel was closer to OSHP and included a loading/delivery area on the western side of the building. Access to the delivery/loading area traversed the eastern side of OSHP. We have relocated the loading/delivery area further away from OSHP and relocated its access to Ski Hill Road which has greatly improved the separation condition for OSHP.

Photometric Plan

18. Additional lighting information has been provided on the Photometric Plans. The Plans show all wall mounted building lights, walkway and exterior entry lights. Southern townhome lighting has been shown and additional fixture design specifications have been provided. All lighting fixtures will meet all applicable requirements of the Town Code and we will be glad to work with Staff on the custom made lights and provide any additional information to ensure that all Town requirements are met.

Energy Analysis – Relative Policy 33/Energy Conservation

19. Energy conservation and sustainability are important to us and we have been working with Group 14 to minimize The Imperial's energy use. Group 14 performed an Energy Analysis for The Imperial in accordance with Policy 33/Energy Conservation which found an approximately 27.5% energy savings beyond the minimum International Energy Conservation Code (IECC) standard. (A copy of the analysis has been provided for review.) Thus, we request two positive (+2) under this Policy. We understand that the constructed building must be reviewed for compliance with the proposed energy savings and the Town must be provided a letter from a licensed Colorado Engineer certifying its compliance with the projected energy savings prior to the issuance of a certificate of occupancy for the building.

Colorado Department of Transportation (CDOT) Access Permit Comments

20. Thank you for forwarding Kandis Aggen, CDOT Access Manager, March 18, 2025 comments to us. We have spoken to Ms. Aggen for clarification on her comments. Although the current projects' (Parcels 4, 5 and 6) projected traffic volumes do not meet the threshold to require an access permit, CDOT has stated that one will still be required due to a previous access permit that was issued for the earlier approved development. That permit required Ski Hill Road/Highway 9 intersection improvements. Although the permit has expired, CDOT would still like to have the improvements constructed. The previous CDOT required improvements generally match our Development Agreement proposed improvements. Thus, we will provide the Development Agreement improvements and obtain a CDOT access permit and work with the Town Engineering Department and CDOT on the intersection improvements.

Conclusion

The Imperial has continued to improve with the various plan modifications. The applicable terms of the Development Agreement, Peak 7 & 8 Master Plan Amendment, and the Development Code have been met. With the granting of a variance for the water quality and infrastructure improvements in the Cucumber Gulch Preventative Management Area (PMA) and support of the employee housing mitigation rates and dog play area/fence, all Absolute Policies have been met and the project passes the applicable Relative Policies with an overall score of six positive points (+6) as noted below (-23/+29):

Relative Policy	Points	Comments
6/Building Height	-10	Building exceeds the LUGs recommendation by more than 1/2 story but less than 1 full story. Below OSHP east cross-gable.
6/Building Height – Ridgeline	-1	Unbroken ridgelines exceeding 50’.
15/Refuse	+1	Refuse and recycling area integrated into the garage.
16/Internal Circulation/ Accessibility	+3	Three improved public eastern and western access easements through the project connecting the Four O’Clock Subdivision to the ski area and Ski Hill Road to the ski area.
18/Parking	+4	All required parking is provided underneath the building.
19/Loading	+2	Underground loading area separated from guests’ check-in and parking area.
22/Landscaping	+2	High quality landscape plan with water saving devices exceeding minimum Code requirements.
24/Social Community – Social Services	+4	1,608 square feet BOEC interior area, six ADA van accessible parking spaces, ADA compliant route from garage to their offices and snow, and use of the outdoor pool and hot tubs areas for \$1/year for 50 years.
25/Transit	+4	All electric year-round shuttle system to be provided.
33/Energy Conservation - Savings	+2	Approximately 27.5% savings beyond standard IECC requirements.
33/Energy Conservation – Excessive Use	- 12	Additional snowmelt and pools/hot tubs heating.
33/Energy Conservation – Other Design Features	+4	Weather monitoring system for snowmelt areas.
33/Energy Conservation – EV Capable/Installed	+3	Three exterior EV charging stations installed above IECC minimum required.

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

Regards,

Graham Frank
Chief Development Officer



1331127

Taryn Power - Summit County Recorder

93 Pages

05/24/2024 10:45 AM

DF: \$0.00

"Attachment A":

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

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE 1 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

1.5 Landowner Cooperation and Consent.

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

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

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

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

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

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

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

ARTICLE 2 COMMITMENTS (PUBLIC BENEFITS)

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

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

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

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

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

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

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

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

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

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

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

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

2.7 Cucumber Gulch Improvements.

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

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

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

ARTICLE 3 GONDOLA LOT MASTER PLAN AMENDMENT

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

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

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

(a) Parcel 1: 0.0 SFEs

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

(c) Parcel 3: Up to 30.0 SFEs.

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

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

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

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

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

ARTICLE 4

PEAK 7 & 8 MASTER PLAN AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Parcel 5; and

(b) Parcel 6.

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

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

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

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

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

ARTICLE 5

PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 PARCEL 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7

PARCEL 3

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8

PARCEL 4

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

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

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

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

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

(d) Building Height

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9

PARCEL 5

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

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

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

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

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

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

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

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

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

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

ARTICLE 10

PARCEL 6

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11

PARCEL 7

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

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

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

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

ARTICLE 12 VESTED PROPERTY RIGHTS

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

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

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

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

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

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

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

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

ARTICLE 13 DEFAULT AND REMEDIES

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

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

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

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

13.2 Remedies.

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

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

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

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

ARTICLE 14

RESPONSIBILITIES OF THE TOWN

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

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

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

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

ARTICLE 15 MANDATORY PROVISIONS

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

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

15.2 Successors and Assigns; Binding Effect; Recording.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 MISCELLANEOUS

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

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

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

If to the Town:

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

With a required copy to:

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

If to Gondola Properties:

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

With a required copy to:

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

If to BGV Entrada:

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

With a required copy to:

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

If to VSRI:

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

If to LC Breckenridge:

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

With required copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

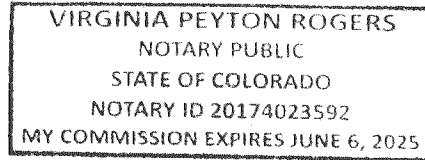
By:


Shannon Haynes, Manager

STATE OF Colorado

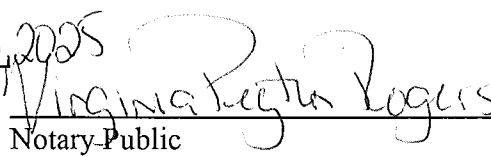
COUNTY OF Summit

)
) SS:
)

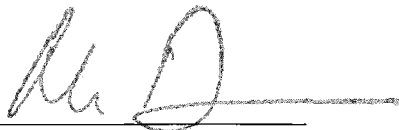


The foregoing instrument was acknowledged before me this 23rd day of May, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: June 6, 2025

Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

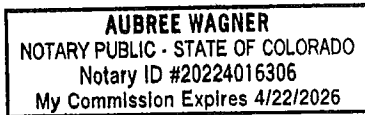
By: 
Michael A. Dudick, Member

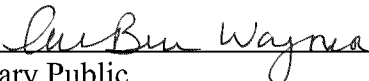
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

GONDOLA PROPERTIES, LLC,
a Colorado limited liability company

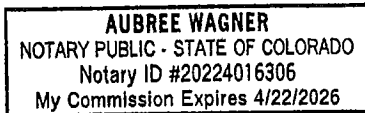
By: 
Michael A. Dudick, Member

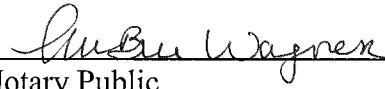
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

LC BRECKENRIDGE HOLDCO, LLC
a Colorado limited liability company

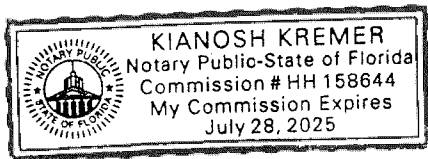
By: [Signature]
Name: Jordan Suppan
Title: Authorized Signatory

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

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

Witness my hand and official seal.

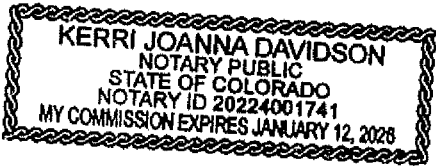
My commission expires: July 28, 2025



[Signature]
Notary Public

VAIL SUMMIT RESORTS, INC.
a Colorado corporation

By: _____
Name: Julie DeCecco
Title: EVP, General Counsel



STATE OF CO)
COUNTY OF Denver) ss:

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

Witness my hand and official seal.

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

Exhibit 1
[Parcel 1 Legal Description]

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

Exhibit 2
[Parcel 2 Legal Description]

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

Exhibit 3
[Parcel 3 Legal Description]

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

Exhibit 4
[Parcel 4 Legal Description]

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

Exhibit 5
[Parcel 5 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

Exhibit 6
[Parcel 6 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

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

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

Exhibit 7
[Parcel 7 Legal Description]

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

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
_____, Town Manager

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[INSERT]

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

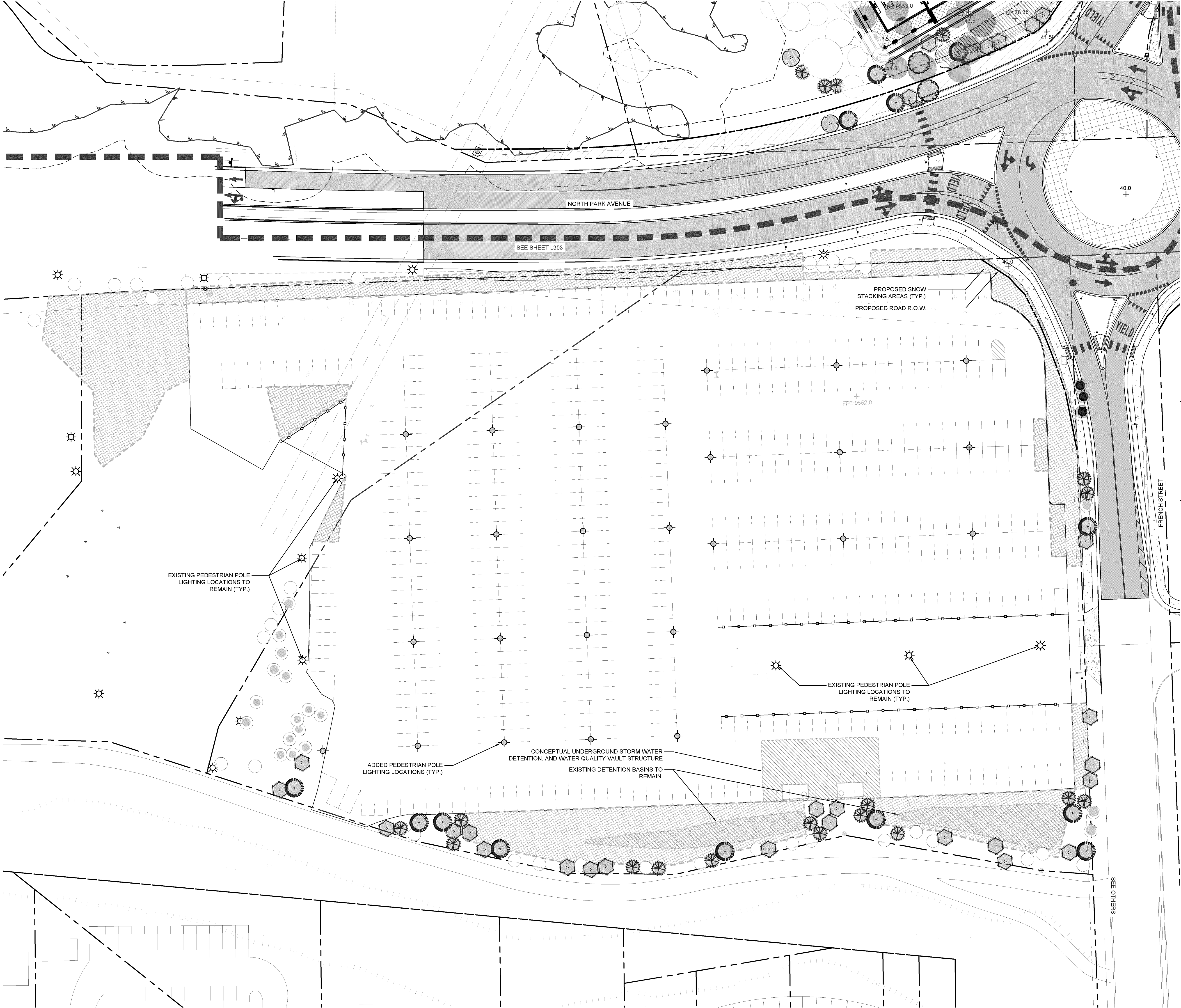
Legal Description of the Sending Parcel

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

Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]

Drawing: UA2019024 Breckenridge Gondola Lot Dev05 CAD Sheets000 Exhibits+Coordination04 GRS+CSRN+NGU_PlantingPlan_ Exhibits.dwg
Last Saved: March 15, 2024 11:37:29 AM by Zearhart
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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.

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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 188 of 558

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.	

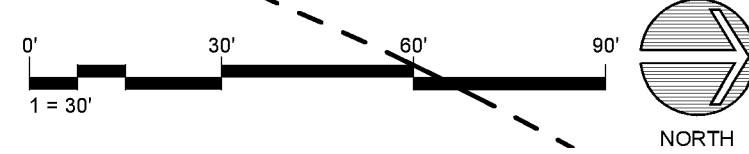
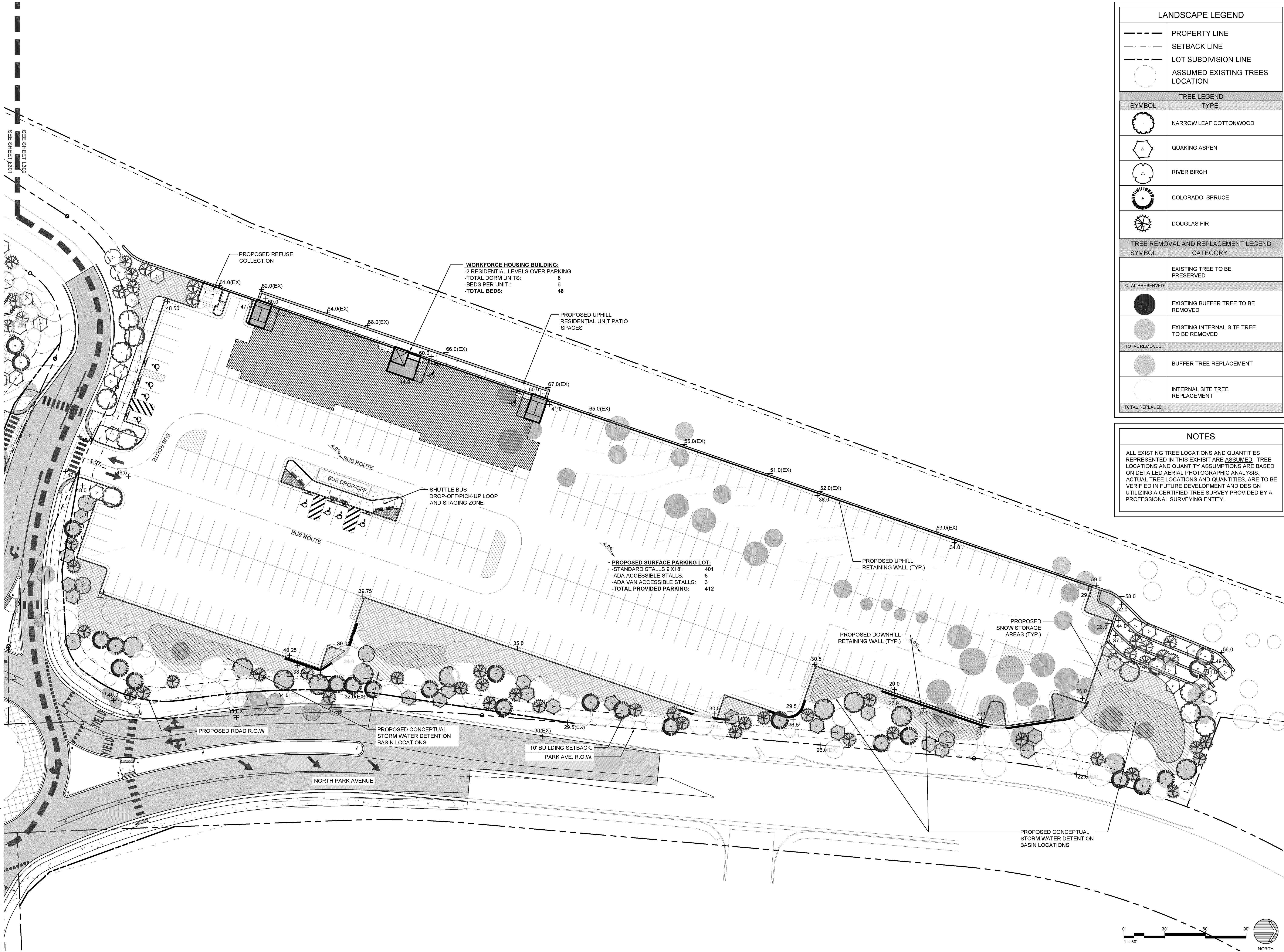


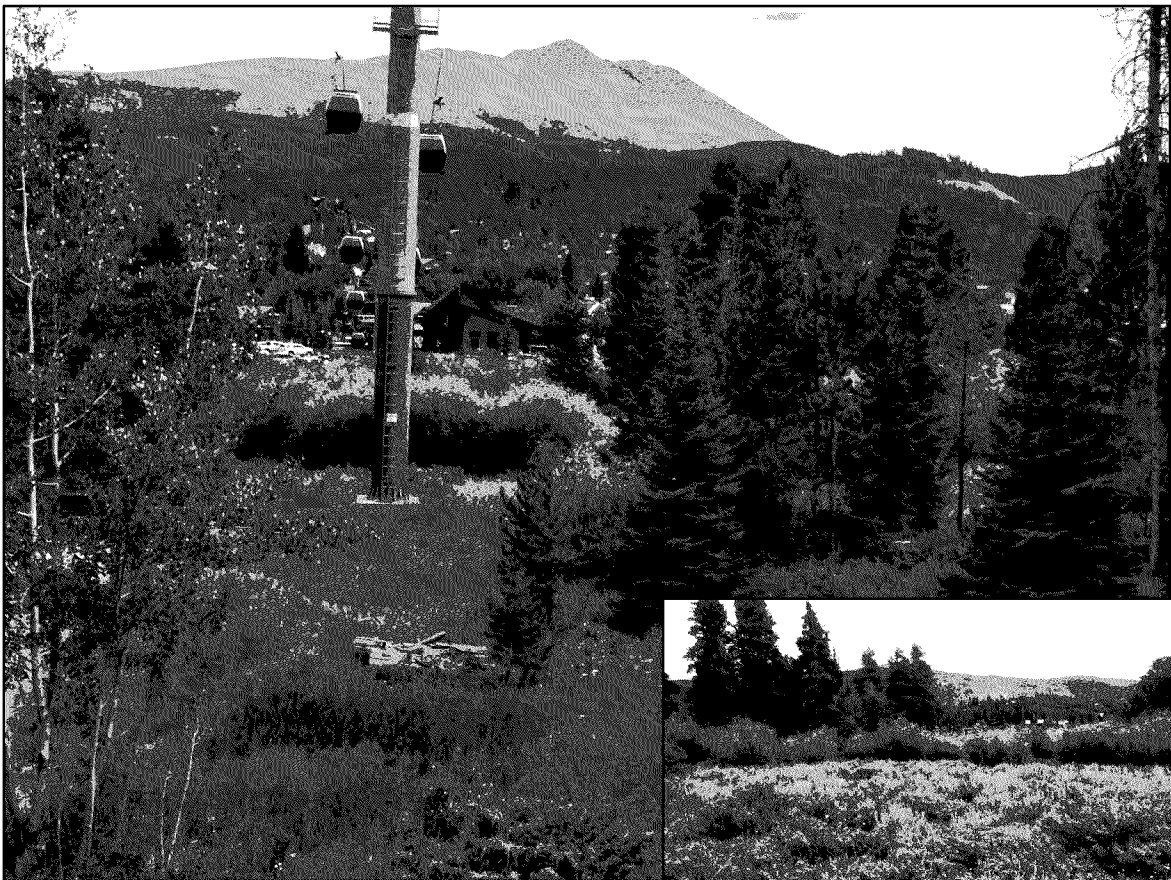
Exhibit 11
[Wetlands Report]

Alpine Ecological Resources, LLC

Gold Rush Lots Wetland Technical Report

Breckenridge, Colorado

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



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

Gold Rush Lots

Wetland Technical Report

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Gold Rush Lots

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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

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Wetland Technical Report

1.0 Introduction

1.1 Purpose of This Report

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

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

1.2 Project Description

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

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).

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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.

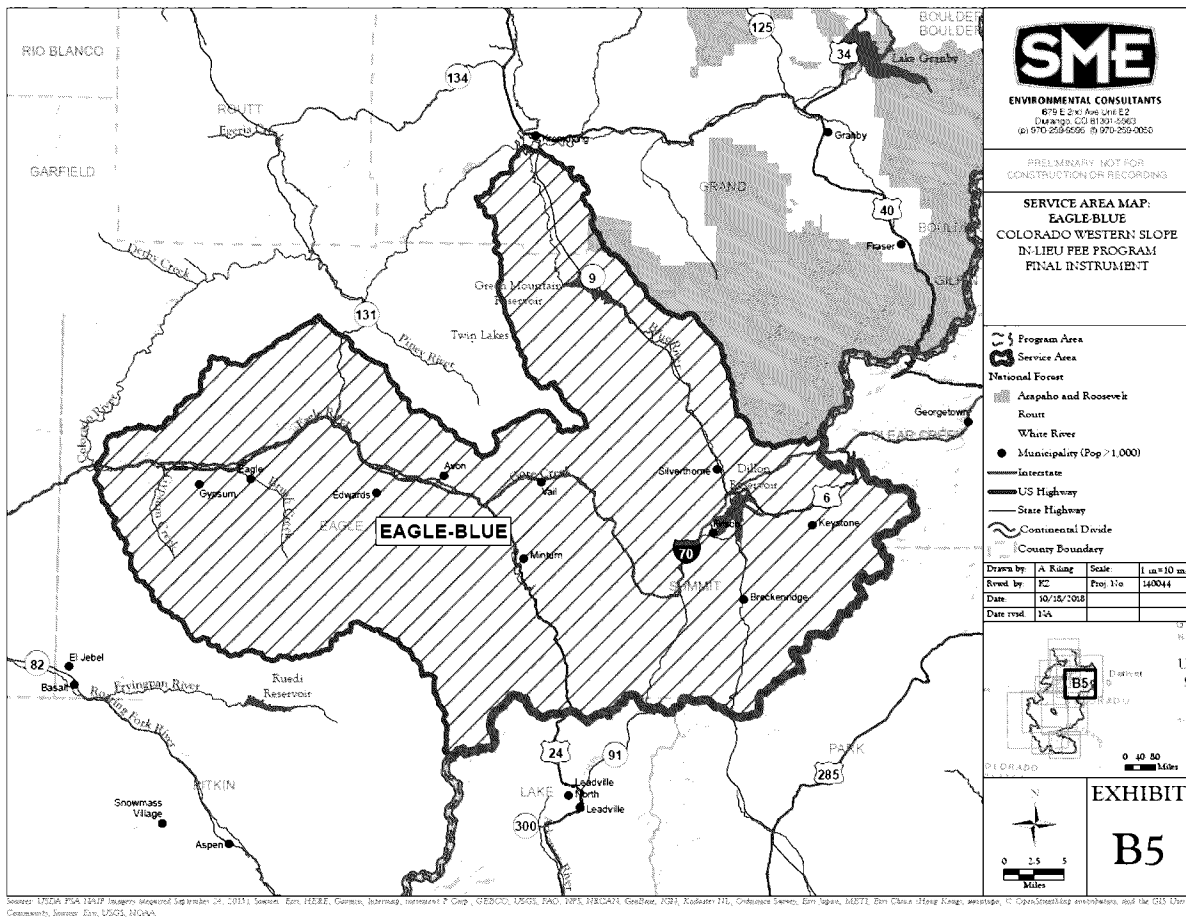
7.2 Wetland Setback Mitigation

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

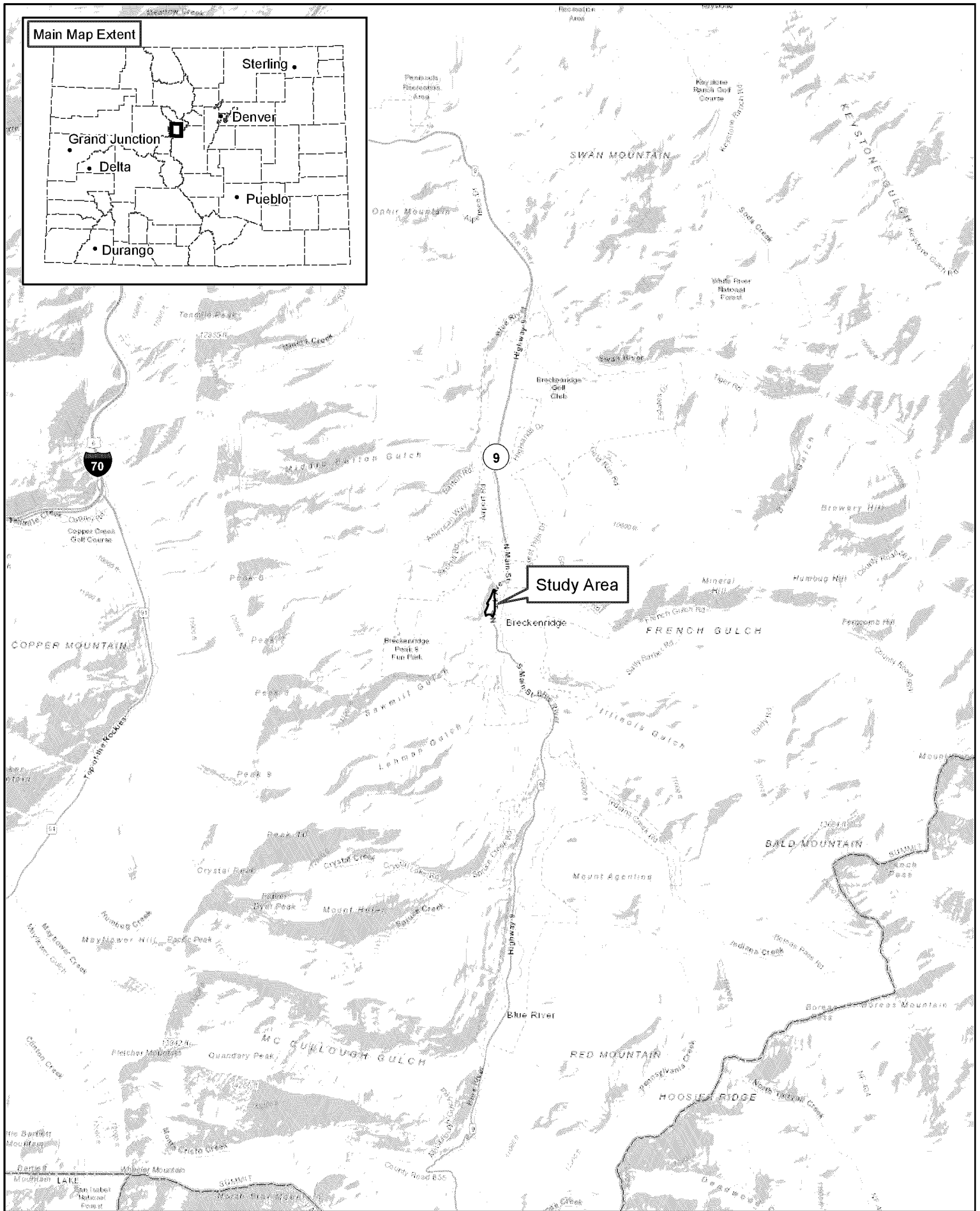


Gold Rush Lots

Wetland Technical Report

8.0 Literature Cited

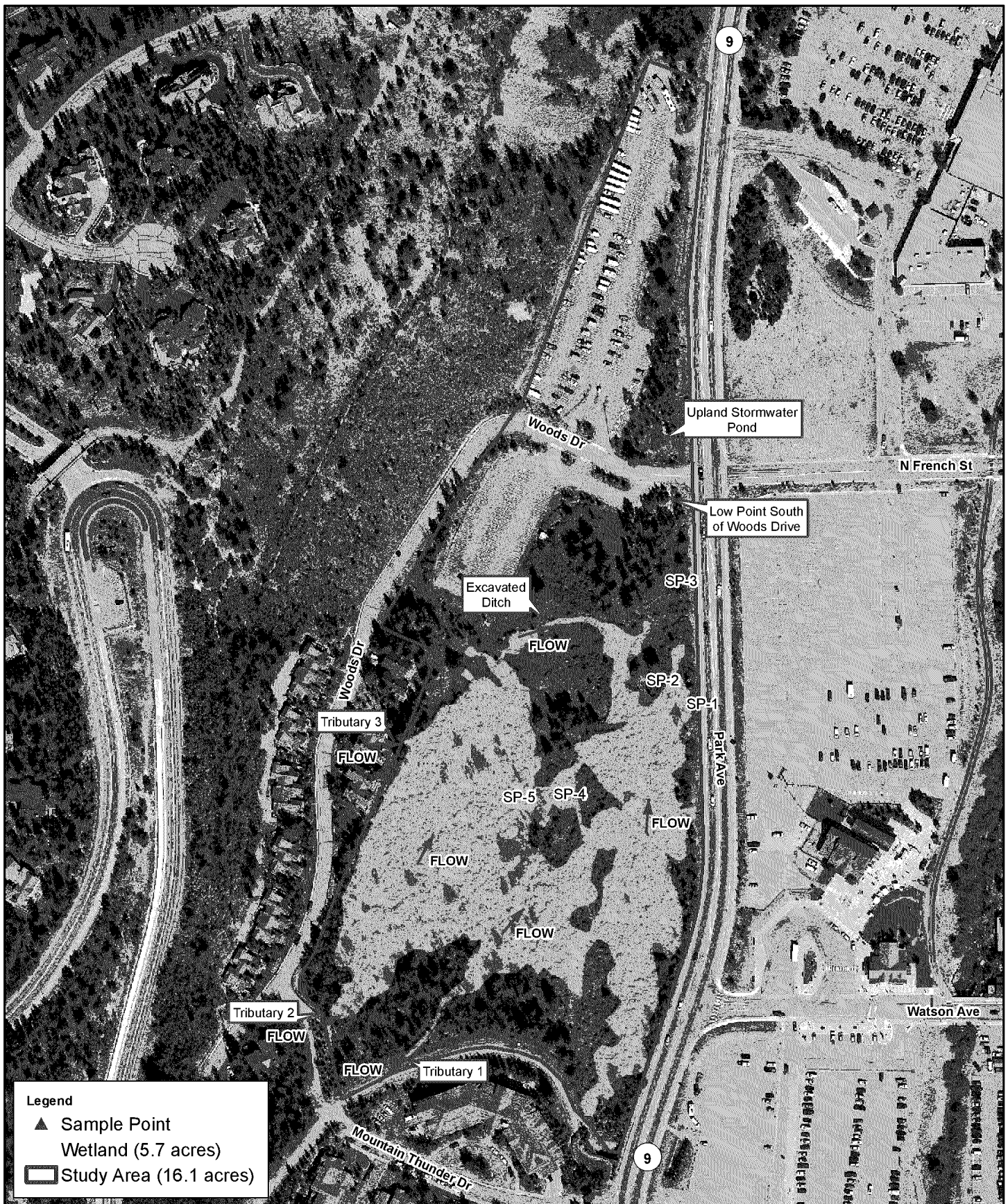
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Gold Rush Parking Lot

Figure 1
Site Location Map

07/19/2021



08/13/2020

Gold Rush Parking Lot

Figure 2
Wetlands and Other
Water Features

Appendix A

Wetland Determination Data Forms

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: <u>Gold Rush Lots</u>	City/County: <u>Breckenridge/Summit</u>	Sampling Date: <u>8/17/16</u>
Applicant/Owner: <u>Breckenridge Grand Vacations</u>	State: <u>CO</u>	Sampling Point: <u>SP1</u>
Investigator(s): <u>Andy Herb</u>	Section, Township, Range: <u>S31, T7S, R77W</u>	
Landform (hillside, terrace, etc.): <u>Slope</u>	Local relief (concave, convex, none): <u>concave</u>	Slope (%): <u>1 to 2</u>
Subregion (LRR): <u>LRR E, MLRA 48A</u>	Lat: <u>39.485950</u>	Long: <u>-106.048847</u>
Datum: <u>WGS84</u>		
Soil Map Unit Name: <u>Grenadier gravelly loam, 0 to 6 percent slopes</u>		NWI classification: <u>PSS</u>
Are climatic / hydrologic conditions on the site typical for this time of year? Yes <u>X</u> No <u> </u> (If no, explain in Remarks.)		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No <u> </u>		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> naturally problematic? (If needed, explain any answers in Remarks.)		

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u>
Remarks: Dense willow area with mesic understory; appears to be drier than historically but still meets the wetland criteria; possibly part of a relict beaver pond complex; original data collected in August 2016 but verified in July 2020	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
1.																					
2.																					
3.																					
4.																					
=Total Cover																					
Sapling/Shrub Stratum	(Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table style="width:100%; font-size: small;"> <tr> <th>Total % Cover of:</th> <th>Multiply by:</th> </tr> <tr> <td>OBL species <u>10</u></td> <td>x 1 = <u>10</u></td> </tr> <tr> <td>FACW species <u>30</u></td> <td>x 2 = <u>60</u></td> </tr> <tr> <td>FAC species <u>45</u></td> <td>x 3 = <u>135</u></td> </tr> <tr> <td>FACU species <u>5</u></td> <td>x 4 = <u>20</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>90</u> (A)</td> <td><u>225</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.50</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>10</u>	x 1 = <u>10</u>	FACW species <u>30</u>	x 2 = <u>60</u>	FAC species <u>45</u>	x 3 = <u>135</u>	FACU species <u>5</u>	x 4 = <u>20</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>90</u> (A)	<u>225</u> (B)	Prevalence Index = B/A = <u>2.50</u>	
Total % Cover of:	Multiply by:																				
OBL species <u>10</u>	x 1 = <u>10</u>																				
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>																					
1.	<u>Salix drummondiana</u>	<u>10</u>	<u>Yes</u>	<u>FACW</u>																	
2.	<u>Salix monticola</u>	<u>10</u>	<u>Yes</u>	<u>OBL</u>																	
3.																					
4.																					
5.																					
<u>20</u> =Total Cover																					
Herb Stratum	(Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> <u> </u> 2 - Dominance Test is >50% <u>X</u> <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>Mertensia ciliata</u>	<u>20</u>	<u>Yes</u>	<u>FACW</u>																	
2.	<u>Agrostis gigantea</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
3.	<u>Poa pratensis</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
4.	<u>Elymus trachycaulus</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
5.	<u>Taraxacum officinale</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
6.																					
7.																					
8.																					
9.																					
10.																					
11.																					
<u>70</u> =Total Cover																					
Woody Vine Stratum	(Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
1.																					
2.																					
=Total Cover																					
% Bare Ground in Herb Stratum		<u>25</u>																			

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																	
1.					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)																
2.																					
3.																					
4.																					
			=Total Cover																		
Sapling/Shrub Stratum	(Plot size: <u>15-ft radius</u>)																				
1.	<u>Dasiphora fruticosa</u>	<u>10</u>	<u>Yes</u>	<u>FAC</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>																					
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>)																				
1.	<u>Agrostis scabra</u>	<u>25</u>	<u>Yes</u>	<u>FAC</u>	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2.	<u>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.					Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
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

[illegible]

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	☐ Water-Stained Leaves (B9) (MLRA 1, 2	
☐ High Water Table (A2)	☐ MLRA 1, 2, 4A, and 4B)	☐ 4A, and 4B)	
☐ Saturation (A3)	☐ Salt Crust (B11)	☐ Drainage Patterns (B10)	
☐ Water Marks (B1)	☐ Aquatic Invertebrates (B13)	☐ Dry-Season Water Table (C2)	
☐ Sediment Deposits (B2)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Drift Deposits (B3)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Geomorphic Position (D2)	
☐ Algal Mat or Crust (B4)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Iron Deposits (B5)	☐ Recent Iron Reduction in Tilled Soils (C6)	☐ FAC-Neutral Test (D5)	
☐ Surface Soil Cracks (B6)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Inundation Visible on Aerial Imagery (B7)	☐ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Sparsely Vegetated Concave Surface (B8)			
Field Observations: Surface Water Present? Yes ☐ No ☒ Depth (inches): Water Table Present? Yes ☐ No ☒ Depth (inches): Saturation Present? Yes ☐ No ☒ Depth (inches): (includes capillary fringe)		Wetland Hydrology Present? Yes ☐ No ☒	
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>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Hydric Soil Present? Yes <u> </u> No <u>X</u>	
Wetland Hydrology Present? 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. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
3. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
4. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u> </u> =Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table><tr><td>Total % Cover of:</td><td>Multiply by:</td></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. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
3. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
4. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
5. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u>10</u> =Total Cover																				
Herb Stratum (Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u> </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. Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
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. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
8. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
9. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
10. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
11. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u>95</u> =Total Cover																				
Woody Vine Stratum (Plot size: <u>1x3 meter</u>)																				
1. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u> </u> =Total Cover																				
% Bare Ground in Herb Stratum <u>5</u>																				

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

SOIL

Sampling Point: SP3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 2/2	100					Loamy/Clayey	silty clay loam
6-7	10YR 4/2	90	10YR 4/6	10	C	M	Loamy/Clayey	silty clay loam
7-16	10YR 4/4	100	10YR 4/4				Sandy	sand with gravel

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)			Indicators for Problematic Hydric Soils ³ :	
☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)		☐ 2 cm Muck (A10) (LRR A, E)	
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)		☐ Iron-Manganese Masses (F12) (LRR D)	
☐ Black Histic (A3)	☐ Stripped Matrix (S6)		☐ Red Parent Material (F21)	
☐ Hydrogen Sulfide (A4)	☐ Loamy Mucky Mineral (F1) (except MLRA 1)		☐ Very Shallow Dark Surface (F22)	
☐ 1 cm Muck (A9) (LRR D, G)	☐ Loamy Gleyed Matrix (F2)		☐ Other (Explain in Remarks)	
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)			
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)			
☐ Sandy Mucky Mineral (S1)	☐ Depleted Dark Surface (F7)			
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G)	☐ Redox Depressions (F8)			

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____		Hydric Soil Present? Yes _____ No <u>X</u>
---	--	---

Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)	
☐ High Water Table (A2)	☐ Salt Crust (B11)	☐ Drainage Patterns (B10)	
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☐ Dry-Season Water Table (C2)	
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Geomorphic Position (D2)	
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☒ FAC-Neutral Test (D5)	
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Inundation Visible on Aerial Imagery (B7)			
☐ Sparsely Vegetated Concave Surface (B8)			

Field Observations:			
Surface Water Present?	Yes _____ No <u>X</u>	Depth (inches): _____	Wetland Hydrology Present? Yes _____ No <u>X</u>
Water Table Present?	Yes _____ No <u>X</u>	Depth (inches): _____	
Saturation Present?	Yes _____ No <u>X</u>	Depth (inches): _____	
(includes capillary fringe)			

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
No evidence of hydrology; sample point in lowest part of swale where it would be wettest; likely receives occasional snowmelt/runoff

WETLAND DETERMINATION DATA FORM - Western Mountains, Valleys, and Coast Region

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 7/22/20
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP4
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillslope, terrace, etc.): Slope Local relief (concave, convex, none): None Slope (%): 1 to 2
 Subregion (LRR): Southern Rocky Mountain Forest and Range Land Lat.: 39.485524 -106 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI Classification: PSS

Are climatic/hydrologic conditions of the site typical for this time of the year Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Y
 Are vegetation , soil , or hydrology naturally problematic? (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present <u>N</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

Edge of vegetatively diverse mesic meadow; appears to be relic wetland area from when the site was wetter; presence of willows meets the hydrophytic vegetation criterion but no indicators of hydrology or hydric soils

VEGETATION - Use scientific names of plants

Tree Stratum	Plot Size (30' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Populus tremuloides</u>	<u>20</u>	<u>Y</u>	<u>FACU</u>
2				
3				
4				
		<u>20</u> =	Total Cover	
Sapling/Shrub Stratum	Plot Size (15' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Salix geyeriana</u>	<u>15</u>	<u>Y</u>	<u>FACW</u>
2	<u>Dasiphora fruticosa</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
3	<u>Salix monticola</u>	<u>5</u>	<u>N</u>	<u>OBL</u>
4				
5				
		<u>30</u> =	Total Cover	
Herb Stratum	Plot Size (5' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Fragaria virginiana</u>	<u>25</u>	<u>Y</u>	<u>FACU</u>
2	<u>Achillea millefolium</u>	<u>20</u>	<u>Y</u>	<u>FACU</u>
3	<u>Phleum pratense</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
4	<u>Poa pratensis</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
5	<u>Bromus ciliatus</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
6	<u>Lupinus</u>	<u>10</u>	<u>Y</u>	
7	<u>Festuca</u>	<u>5</u>	<u>N</u>	
8	<u>Carex praegracilis</u>	<u>5</u>	<u>N</u>	<u>FACW</u>
9	<u>Gallium boreale</u>	<u>2</u>	<u>N</u>	<u>FACU</u>
10				
11				
		<u>97</u> =	Total Cover	
Woody Vine Stratum	Plot Size (N/A)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>N/A</u>			
2				
		<u>0</u> =	Total Cover	
% Bare Ground in Herb Stratum: <u>3</u>				

50/20 Thresholds	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		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
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:

- | | |
|--|--|
| ☐ Histisol (A1) | ☐ Stripped Matrix (S6) |
| ☐ Histic Epipedon (A2) | ☐ Loamy Mucky Mineral (F1) (LRR |
| ☐ Black Histic (A3) | ☐ K, L) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ Depleted Below Dark Surface (A11) | ☒ Depleted Matrix (F3) |
| ☐ Thick Dark Surface (A12) | ☐ Redox Dark Surface (F6) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Depleted Dark Surface (F7) |
| ☐ Sandy Gleyed Matrix (S4) | ☐ Redox Depressions (F8) |
| ☐ Sandy Redox (S5) | |

Indicators for Problematic Hydric Soils:

- | |
|---|
| ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B |
| ☐ Red Parent Material (TF2) |
| ☐ Very Shallow Dark Surface (TF12) |
| ☐ Other (Explain in Remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric soil present? Y
Remarks:

Recent gopher activity, soil dry

HYDROLOGY
Primary Indicators (minimum of one is required; check all that apply)

- | | |
|--|---|
| ☐ Surface Water (A1) | ☐ Water-Stained Leaves (B9) |
| ☐ High Water Table (A2) | ☐ (except MLRA 1,2,4A, and 4B) |
| ☐ Saturation (A3) | ☐ Salt Crust (B11) |
| ☐ Water Marks (B1) | ☐ Aquatic Invertebrates (B13) |
| ☐ Sediment Deposits (B2) | ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Drift Deposits (B3) | ☐ Oxidized Rhizospheres on Living |
| ☐ Algal Mat or Crust (B4) | ☐ Roots (C3) |
| ☐ Iron Deposits (B5) | ☐ Presence of Reduced Iron (C4) |
| ☐ Surface Soil Cracks (B6) | ☐ Recent Iron Reduction in Tilled Soils (C6) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Stunted or Stressed Plants (D1)(LRR A) |
| ☐ (B8) | ☐ Other (Explain in Remarks) |

Secondary Indicators (minimum of two required)

- | |
|--|
| ☐ Water-Stained Leaves (B9) (except |
| ☐ MLRA 1,2,4A, and 4B) |
| ☐ Drainage Patterns (B10) |
| ☐ Dry-Season Water Table (C2) |
| ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Geomorphic Position (D2) |
| ☐ Shallow Aquitard (D3) |
| ☐ FAC-Neutral Test (D5) |
| ☐ Raised Ant Mounds (D6)(LRR A) |
| ☐ Frost-Heave Hummocks (D7) |

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

Remarks:

Sample point approx. 2.5'(V) above wetland area; likely seasonally wet from snowmelt but no hydrologic indicators obs.

WETLAND DETERMINATION DATA FORM - Western Mountains, Valleys, and Coast Region

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 7/22/20
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP5
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillslope, terrace, etc.): Slope Local relief (concave, convex, none): None Slope (%): 1 to 2
 Subregion (LRR): Southern Rocky Mountain Forest and Range Land Lat.: 39.485559 -106 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI Classification: PSS

Are climatic/hydrologic conditions of the site typical for this time of the year Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Y
 Are vegetation , soil , or hydrology naturally problematic? (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID: _____
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present <u>Y</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

PSS wetland in swale along edge of mesic meadow; includes smaller pockets of PEM wetland. A current flow path for seasonal high water (snowmelt).

VEGETATION - Use scientific names of plants

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

% Bare Ground in Herb Stratum:	<u>3</u>
--------------------------------	----------

50/20 Thresholds		
Tree Stratum	20%	50%
Sapling/Shrub Stratum	<u>6</u>	<u>15</u>
Herb Stratum	<u>19</u>	<u>49</u>
Woody Vine Stratum	<u>0</u>	<u>0</u>
Dominance Test Worksheet		
Number of Dominant Species that are OBL, FACW, or FAC:	<u>2</u>	(A)
Total Number of Dominant Species Across all Strata:	<u>2</u>	(B)
Percent of Dominant Species that are OBL, FACW, or FAC:	<u>100.00%</u>	(A/B)
Prevalence Index Worksheet		
Total % Cover of:		☐
OBL species	<u>65</u> x 1 =	<u>65</u>
FACW species	<u>40</u> x 2 =	<u>80</u>
FAC species	<u>32</u> x 3 =	<u>96</u>
FACU species	<u>0</u> x 4 =	<u>0</u>
UPL species	<u>0</u> x 5 =	<u>0</u>
Column totals	<u>137</u> (A)	<u>241</u> (B)
Prevalence Index = B/A =	<u>1.76</u>	
Hydrophytic Vegetation Indicators:		
Rapid test for hydrophytic vegetation		
☒ Dominance test is >50%		
☒ Prevalence index is ≤3.0*		
Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)		
Problematic hydrophytic vegetation* (explain)		
*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic		
Hydrophytic vegetation present? <u>Y</u>		

Remarks:

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

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

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

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

Hydric Soil Indicators:
Indicators for Problematic Hydric Soils:

- | | | |
|--|--|--|
| ☐ Histisol (A1) | ☐ Stripped Matrix (S6) | ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B) |
| ☐ Histic Epipedon (A2) | ☐ Loamy Mucky Mineral (F1) (LRR 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?	Yes ☒	No ☐	Depth (inches): <u>0</u>

(includes capillary fringe)

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Main source of hydrology is high groundwater, especially during snowmelt

Appendix B

Site Photographs



Photo 1 — Typical PSS wetland (July 22, 2020)



Photo 2 — Typical wetland boundary, notice dead and dying willows (July 22, 2020)



Photo 3 — Dead and dying willow along the wetland boundary (July 22, 2020)



Photo 4 — Tributary 1, looking north where it enters the site (July 13, 2020)



Photo 5 — Tributary 2, looking northeast where it enters the site (July 19, 2021)



Photo 6 — Tributary 3, looking southwest where it enters the site from a small pond, which is off the property (July 13, 2020)



Photo 7 – Looking north at the vegetated (non-wetland) entrance to the culvert under Woods Drive (July 19, 2021)



Photo 8 — Looking south at the culvert (black plastic) outlet under Woods Drive, with wooden outlet box to the stormwater system (July 19, 2021)



Photo 9 – Close up view of the outlet box showing no signs of flow, looking south (July 20, 2021)

Appendix C

Site Plan and Wetland Disturbance

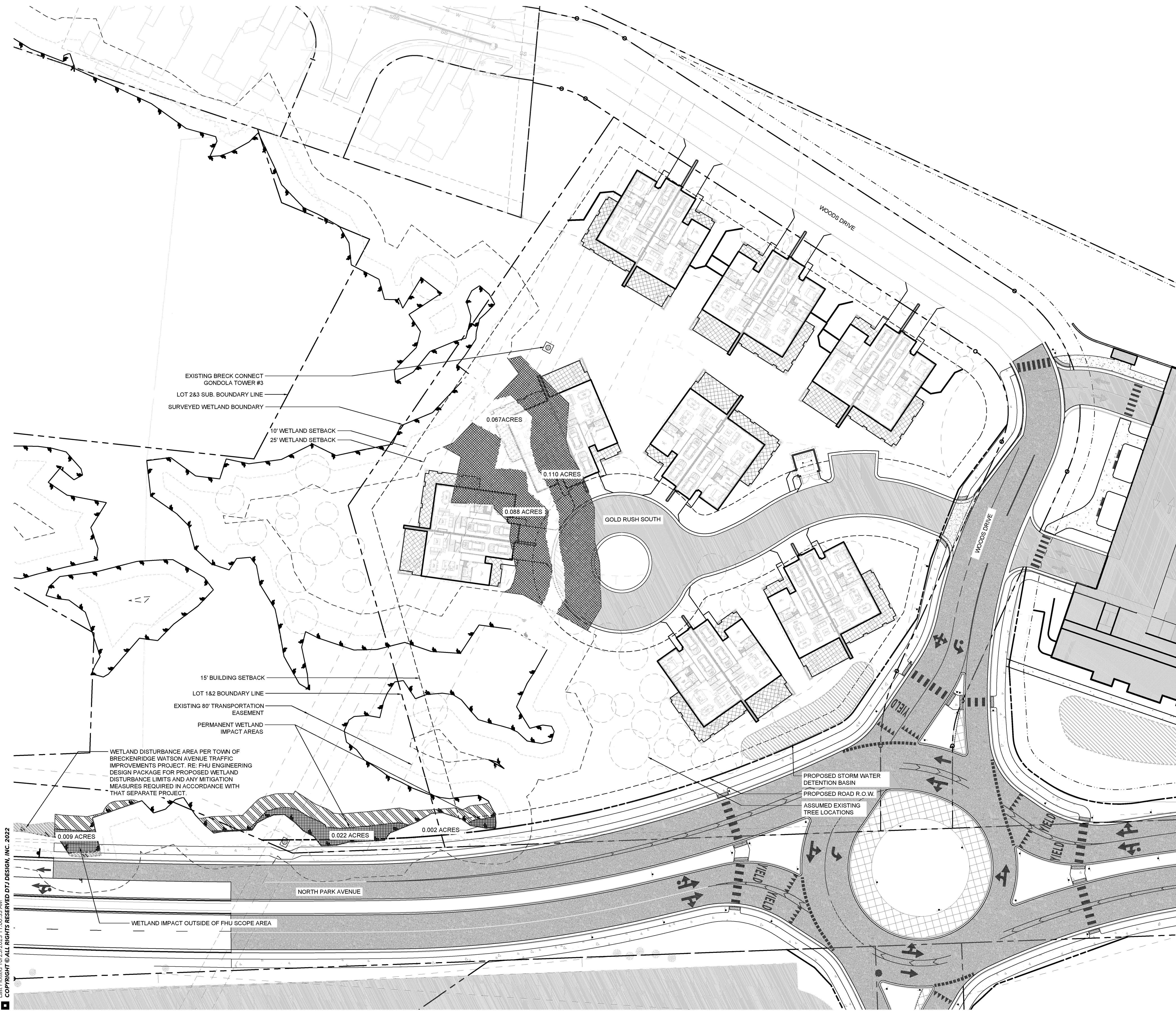
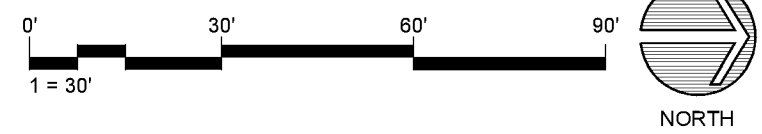


NORTH GONDOLA LOT & GOLD RUSH LOTS

355 N. PARK AVE. BRECKENRIDGE, CO



3. FINAL DISTURBANCE ZONES TO BE DETERMINED IN FINAL DEVELOPMENT PLAN SUBMITTAL WHEN DETAILED GRADING DESIGN PLANS ARE FINALIZED, AND DISTURBANCE AREAS ARE FURTHER DEFINED.



Drawing: U:\2019026 Breckenridge Gondola Lot Dev\05 CAD\Sheets\00 Exhibits+Coordination\06 GR5_SiteDiagrams_Wetland Dist.dwg
Last Saved: October 25, 2023 10:57:50 AM by Zearthart
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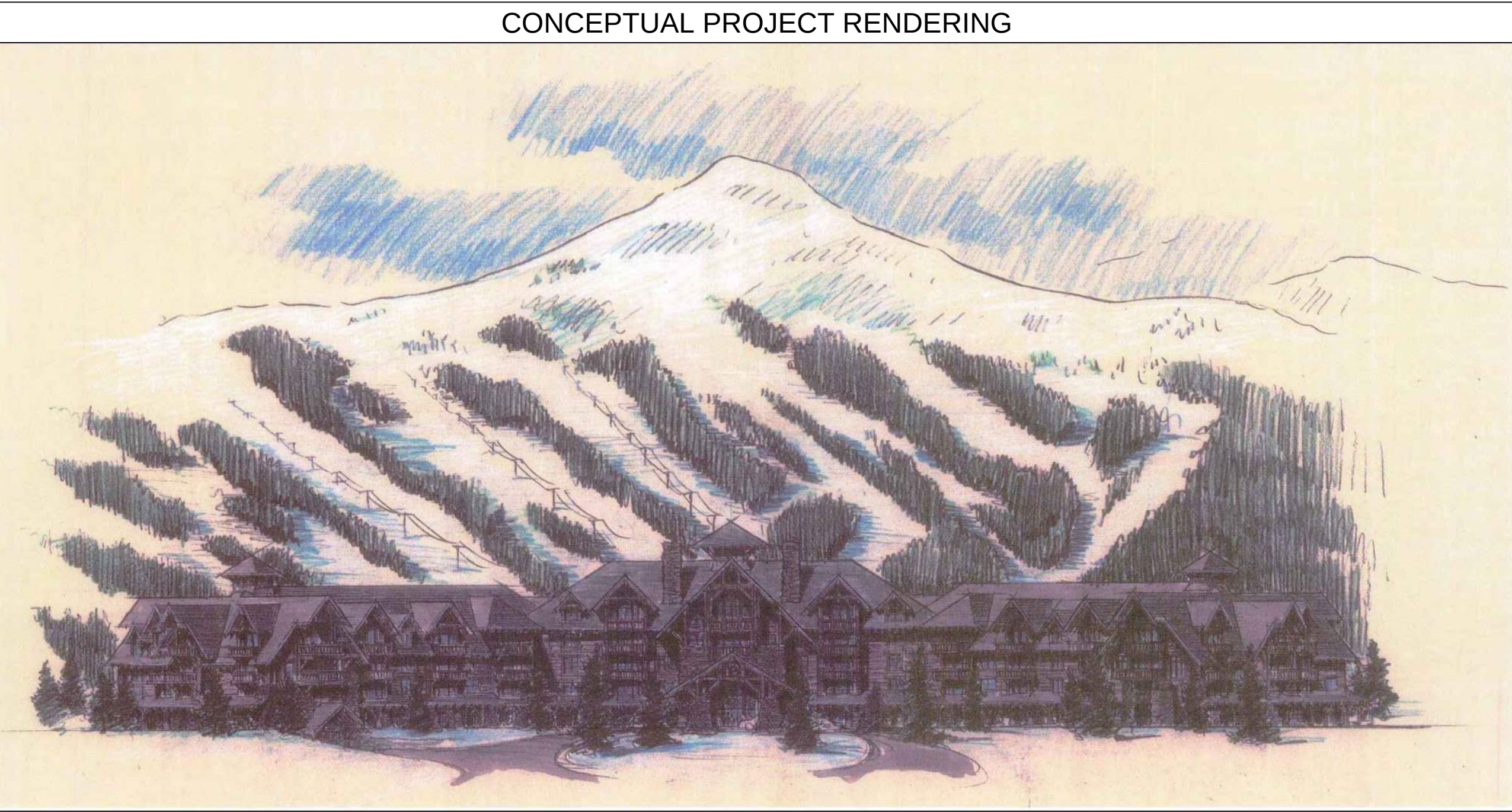
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PEAK 7 & 8

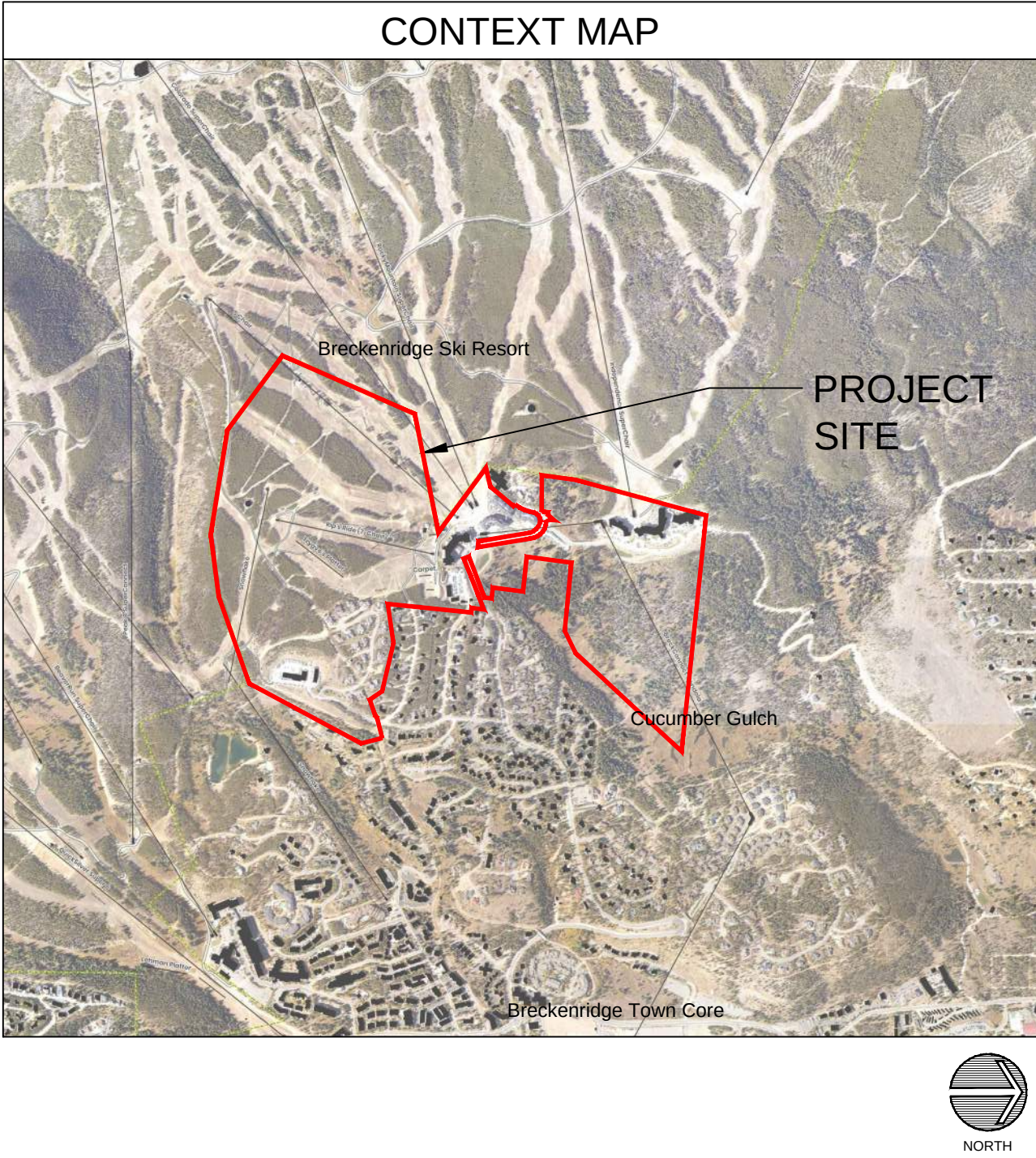
MASTER PLAN AMENDMENT REVIEW SUBMITTAL

May 28th, 2024

PROJECT DIRECTORY		
APPLICANT	P8E GRANDVIEW LLC. 100 S Main Street Breckenridge, CO 80424 Contact: Graham Frank Phone: 970.453.663	X
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SHEET INDEX	
SHEET	DESCRIPTION
Sheet 01	Cover Sheet
Sheet 02	Vicinity Map
Sheet 03	Existing Conditions
Sheet 04	Fit Test
Sheet 05 - 06	Amendment Notes
Sheet 07	Building Elevations Exhibit A
Sheet 08	Circulation and Trails
Sheet 09	View Corridors
Sheet 10	Land Use
Sheet 11	Utility Plan





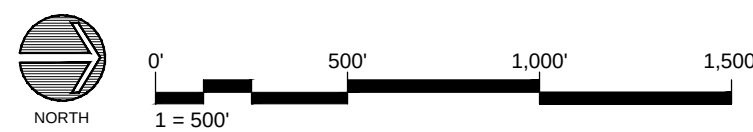
PEAK 7 & 8
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

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

VICINITY MAP

SHEET NUMBER:

SHEET 02





LEGEND

PROJECT BOUNDARY

USFS BOUNDARY

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

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CHECKED BY: BC

PROJECT NO.: 20203024.40

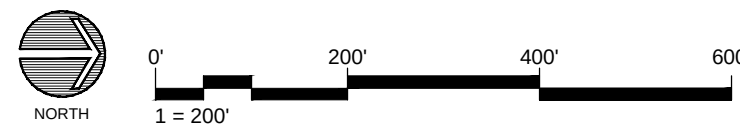
ISSUE DATE: 04/26/2024

REVISIONS:
Planning & Zoning Review 05/28/2024

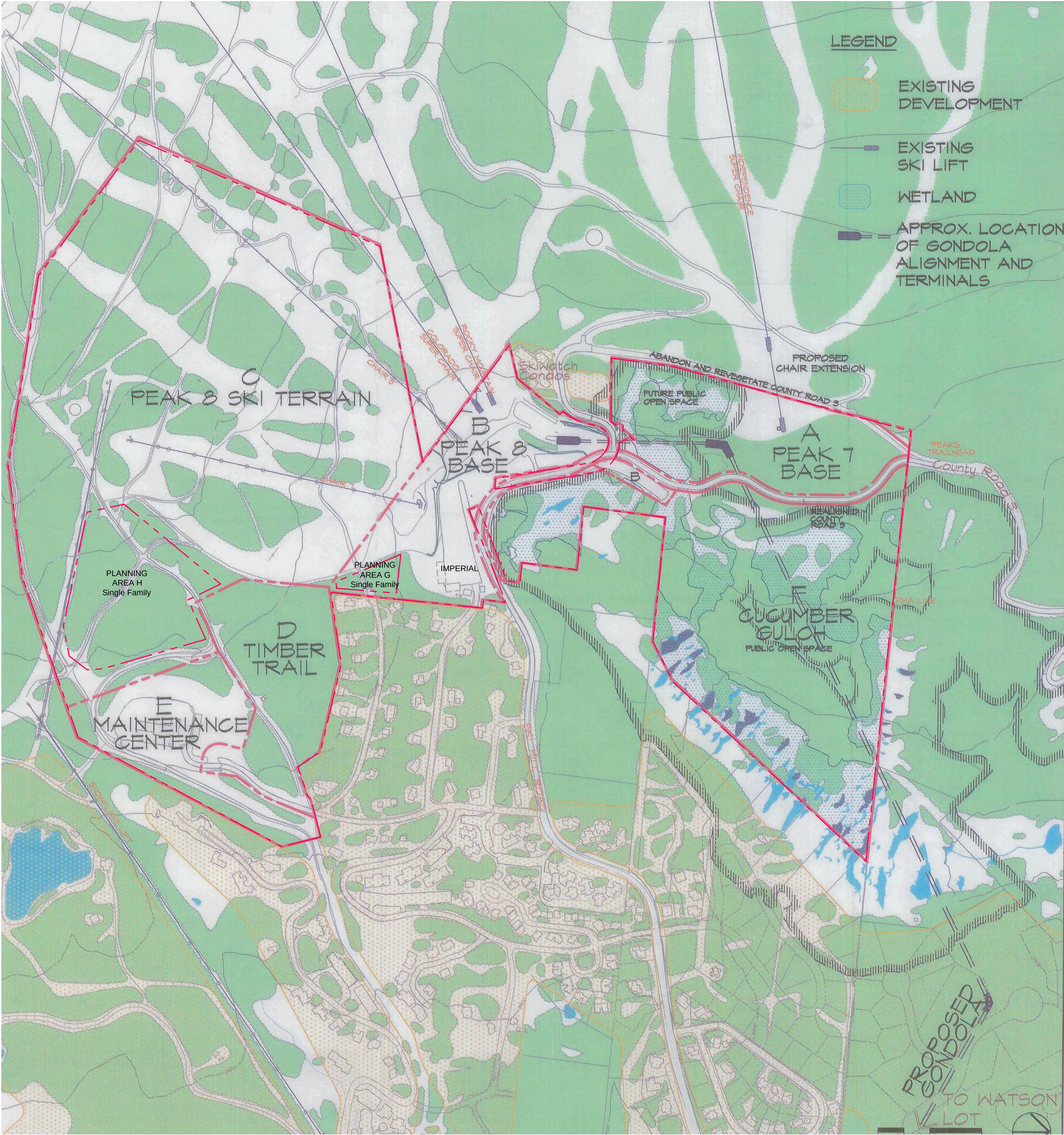
SHEET TITLE:
EXISTING
CONDITIONS

SHEET NUMBER:
SHEET 03

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

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

1) ALLOWED USES

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

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

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

2) DENSITY TRANSFERS:

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

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

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

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

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

3) COMMERCIAL:

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

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

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

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



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

AMENDMENT
NOTES

SHEET NUMBER:

SHEET 05

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4) GUEST SERVICES FACILITIES:

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

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

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

5) AMENITIES:

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

6) PARKING AND TRAFFIC REQUIREMENTS:

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

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

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

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

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

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

7) EMPLOYEE HOUSING

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

8) HEIGHTS OF BUILDINGS:

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

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

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

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

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

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

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

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

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

I. Development Plan Concept:

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

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

II. Development Plan:

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

Peak 8 Base:

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

Peak 7 Base:

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

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

Design Standards:

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

10) PLAN COMPONENTS:

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

11) VESTING:

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

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

MASTER PLAN CERTIFICATE

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

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

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

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

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

OWNER:

VAIL SUMMIT RESORTS, INC. DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____

Breckenridge Ski Resort

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

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



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

DRAWN BY: DTJ

CHECKED BY: BC

PROJECT NO.: 20203024.40

ISSUE DATE: 04/26/2024

REVISIONS:

Planning & Zoning Review 05/28/2024

Planning & Zoning Review 06/13/2024

Planning & Zoning Review 07/19/2024

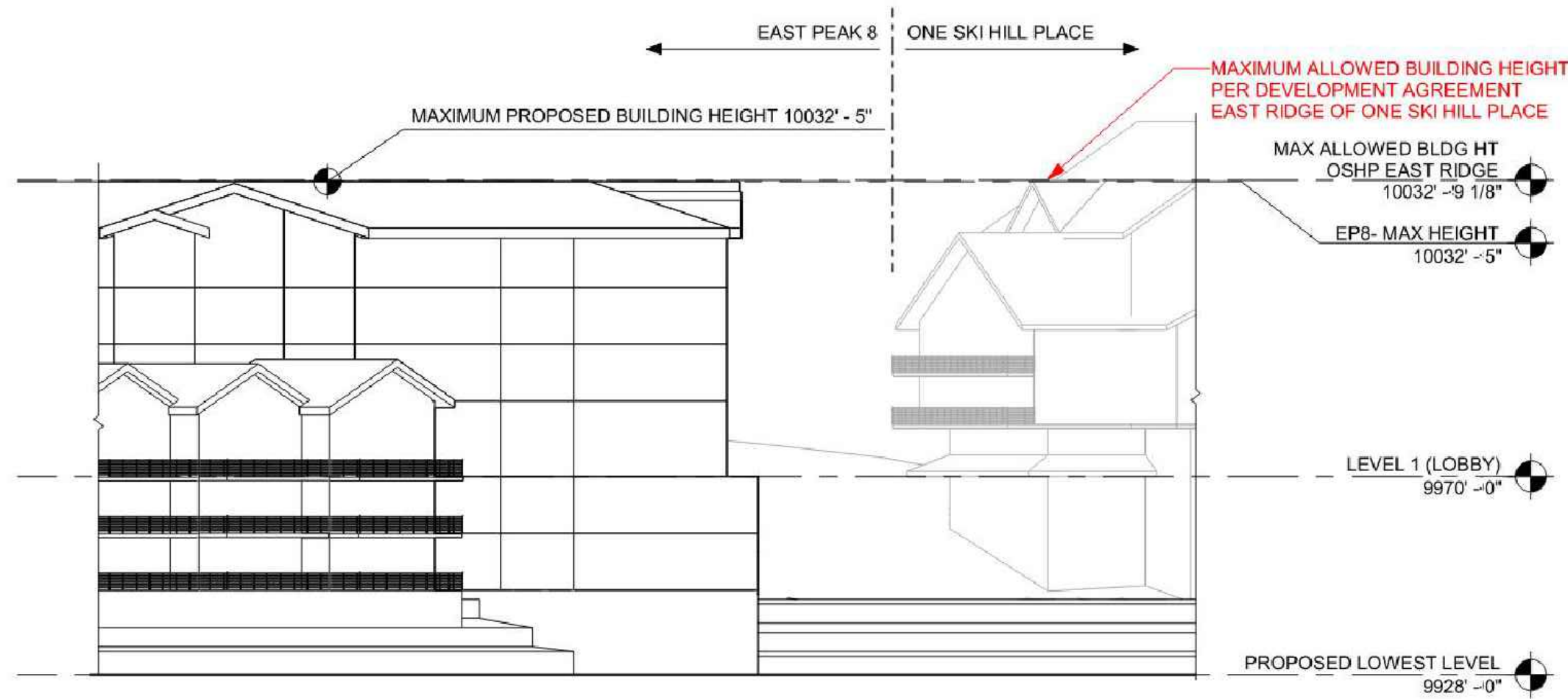
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AMENDMENT
NOTES

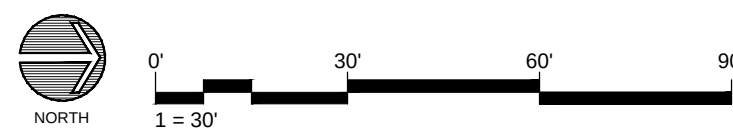
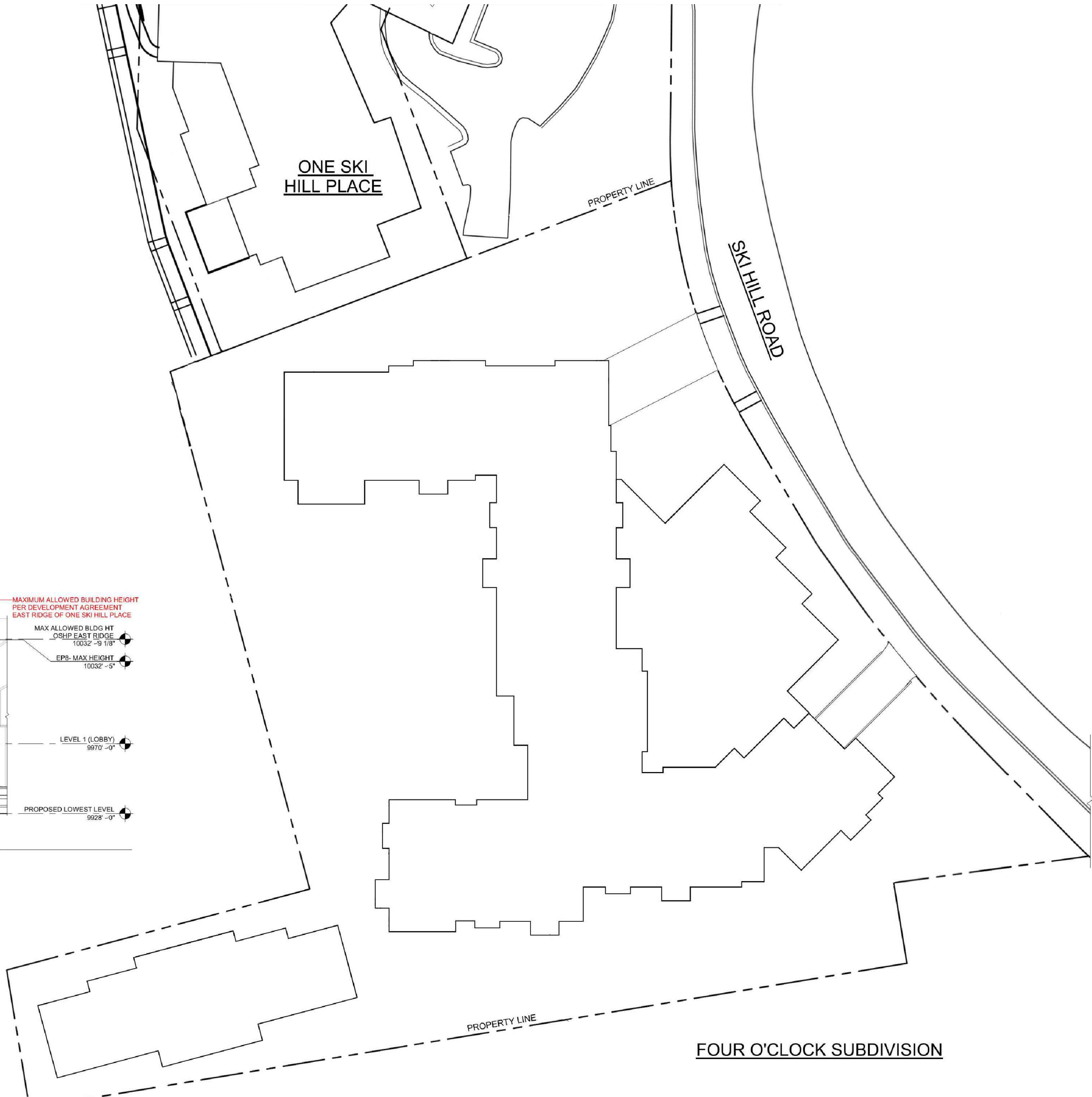
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Last Saved: April 26, 2024 11:50:55 AM by Zairhart
Last Plotted: 5/28/2024 10:12:40 AM
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2 HEIGHT STUDY ELEVATION
A010 SCALE: 1" = 30'-0"



DRAWN BY:	DTJ
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PROJECT NO.:	20203024.40
ISSUE DATE:	04/26/2024
REVISIONS:	

Planning & Zoning Review 05/28/2024

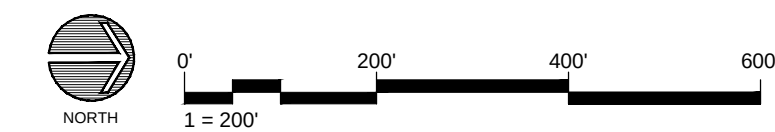
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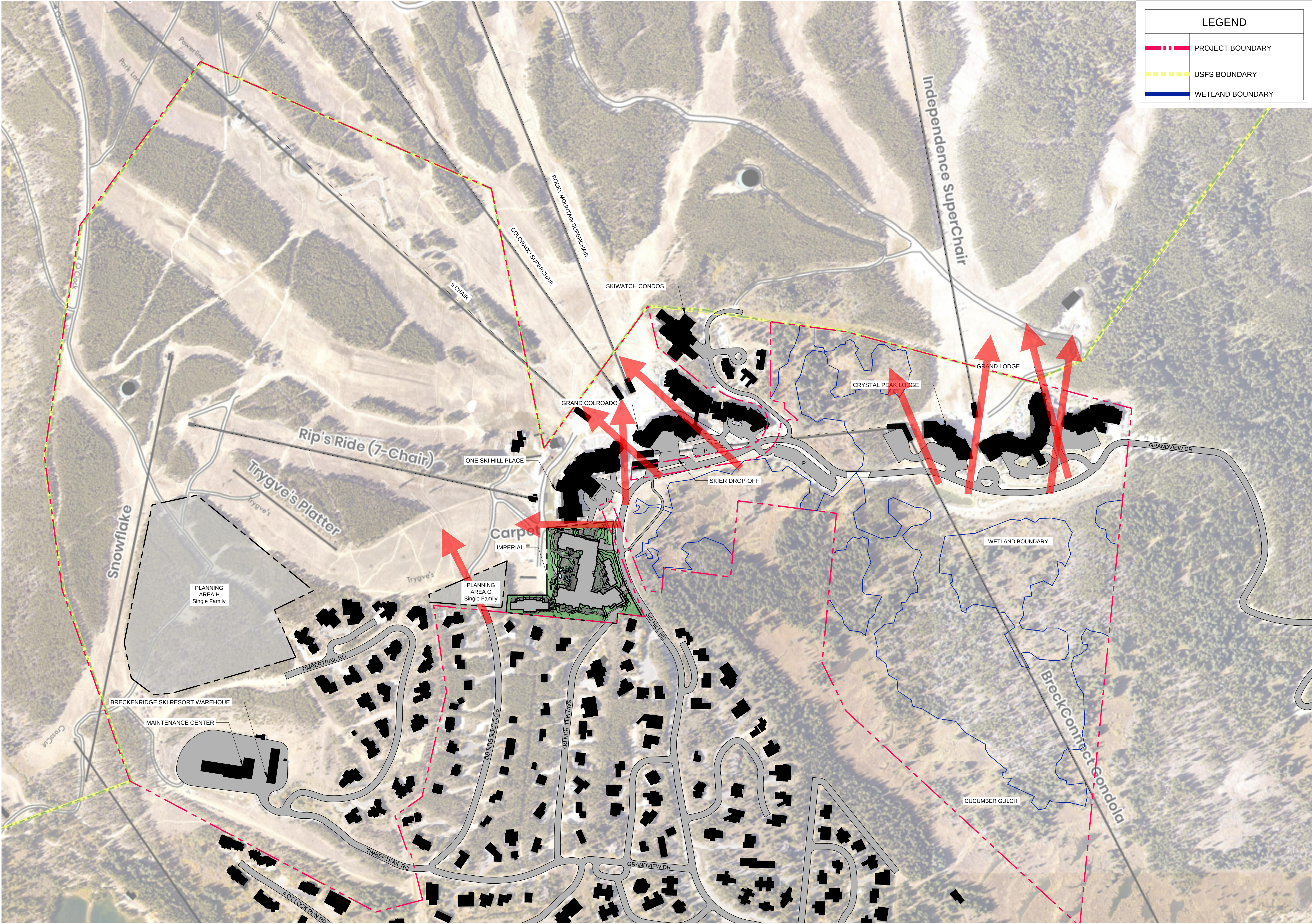
BUILDING
ELEVATIONS
EXHIBIT A

SHEET NUMBER:

SHEET 07

Page 235 of 55





LEGEND

PROJECT BOUNDARY

USFS BOUNDARY

WETLAND BOUNDARY

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

DRAWN BY: DTJ

CHECKED BY: BC

PROJECT NO.: 20203024.40

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REVISIONS:

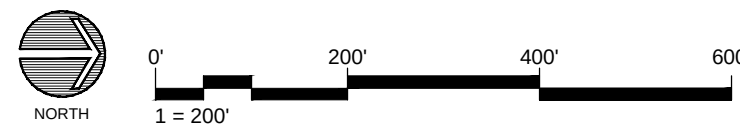
Planning & Zoning Review 05/28/2024

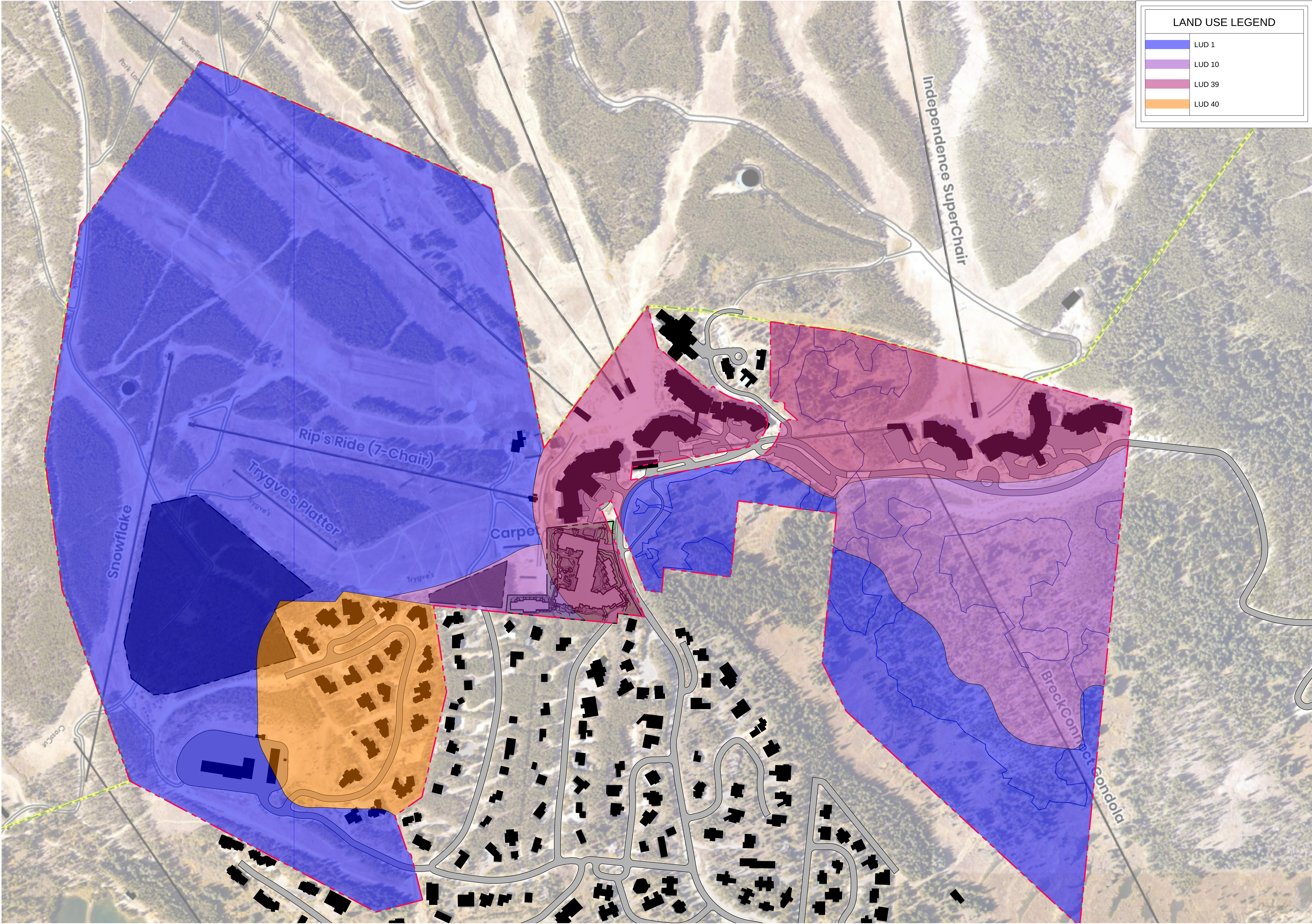
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SHEET NUMBER:

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LAND USE LEGEND	
	LUD 1
	LUD 10
	LUD 39
	LUD 40

PEAK 7 & 8

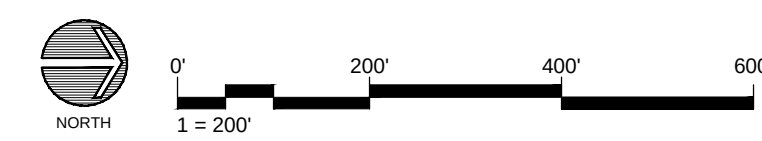
MASTER PLAN AMENDMENT

BRECKENRIDGE, CO 80424

PEAK 8 PROPERTIES

DRAWN BY:	DTJ
CHECKED BY:	BC
PROJECT NO.:	20203024.40
ISSUE DATE:	04/26/2024

REVISIONS:	
Planning & Zoning Review	05/28/2024



The Imperial - 2018 IECC Code Compliance Analysis

April 17, 2025

Predicted Energy Code Compliance

For The Imperial we are predicting 34.3% annual energy cost savings over the 2018 IECC Standard Reference Design. This analysis reflects the SD package and will be updated as the design progresses. The final energy code compliance analysis will be provided at permitting for the Town of Breckenridge Building Department review.

Table 1: Annual Energy Analysis Results

	Strategy	Annual Energy Cost	Annual Savings Related to Baseline	Annual Energy Use (kBtu/hr/yr)	Annual Energy Use Savings	% Cost Savings	EUI (kBtu/SF/ year)
B	2018 IECC Standard Reference Design	\$676,259	-	54,621,965	-	-	-
P	Proposed	\$444,394	\$231,865	38,156,587	27.5%	34.3%	86.1

Due to the high efficiency of the HVAC design system and optimized envelope, the current design exceeds the efficiency required by almost 20%.

The opaque building envelope as currently designed exceeds or meets what is prescribed in the 2018 IECC. The roof, designed to U-0.028, meets the prescriptive requirement. The metal-framed exterior walls are designed to U-0.057, which exceeds the prescriptive requirement of U-0.064 by 11%. The below-grade walls meet the prescriptive requirement.

The current design includes the following:

Envelope

- Roof: R-35 insulation entirely above deck (U-0.028), or equivalent U-factor where below-deck spray foam is required
- Exterior walls: Metal-framed with R-11 spray foam in the cavity and R-10 continuous insulation (U-0.057), or equivalent U-factor based on final design
- Below grade walls: R-10 continuous insulation (U-0.055)
- Windows: Double pane, low-e glazing in thermally broken aluminum frames (Assembly: U-0.33, SHGC-0.38)

Lighting and Interior Loads

- Interior LPD 0.66 W/SF overall, compared to 0.94 W/SF in baseline (30% reduction from 2018 IECC)
- Lighting controls meet minimum code requirements

HVAC

- Units, amenity spaces, and corridors – WSHPs served by chiller heater + DOAS providing ventilation
 - WSHPs:
 - 13 EER cooling | 4.3 COP heating (assumed)
 - EC fan motors
- Air-source chiller heater with back-up high efficiency condensing gas-fired boilers (96% efficiency assumed)
 - 11.68 EER | 23.03 NPLV | 60 degree supply temperature
 - 1.78 COP at operating temperature of -13F
- Ventilation is provided (2) variable air volume DOAS with WSHP + ERV
 - Energy recovery wheel (0.75 sensible effectiveness assumed)
 - WSHP (13 EER cooling | 4.3 COP heating assumed)
 - MERV 8 + MERV 13 filters
- Natatorium – PDU with WSHPs providing ventilation + ERV
 - 13 EER cooling | 4.3 COP heating (assumed)
 - Energy recovery ventilator (0.75 effectiveness assumed)
- Mechanical, storage, vestibules, back of house, loading dock, and stairs – Electric unit heaters

Domestic Hot Water & Pool:

- DHW:
 - 94% efficient condensing natural gas boilers
 - Low flow plumbing fixtures: 1.5 gpm shower, 1.0 gpm lavatory sink, 0.5 gpm public lavatory sinks, 1.8 gpm kitchen sink
- Pools and snowmelt:
 - Outdoor pools and spas on pool deck
 - Operate year-round with covers
 - Outdoor pools and spas served by air-source chiller heater with back-up condensing boilers
- Indoor pools and spas: Natatorium pools and grotto
 - Indoor pools and spas served by air-source chiller heater with back-up condensing boilers
 - Regenerative pool filters (backwashing 4x/year for 15 minutes per filter)
- Snowmelt
 - Operates 120 days per year
 - Snowmelt served by air-source chiller heater with back-up condensing boilers

APPENDIX

A.1 Utility Rates, Location and Climate Data

Energy metering for the building will be based on a commercial rate structure. Utility rates are shown below.

COMMERCIAL UTILITY RATES	
Electricity (Xcel Energy Secondary General) *	
Customer Charger per Month	\$90.64
Cost per kWh	\$0.0416
Summer charge per kW (June - Sept)	\$29.13
Winter charge per kW (Oct - May)	\$22.98
Natural Gas (Xcel Energy Small Commercial Gas)	
Customer Charger per Month	\$50.81
Cost per Therm	\$0.6971

*Electric rates used are those effective May 1, 2024.

Gas rates are effective May 1, 2024.

LOCATION & CLIMATE DATA	
Location	Breckenridge, CO
Weather File	TMY3 from Leadville
Latitude	39.30 N
Longitude	106.32° W
Elevation (feet)	9,932
Heating Deg Days (base 65°F)	10,846
Cooling Deg Days (base 50°F)	421
Heating Design Temp (99%)	-3°F
Cooling Design Dry Bulb (0.4%)	74.2°F
Cooling Design Wet Bulb (0.4%)	47.8°F
ASHRAE Climate Zone	7



1348720

Taryn Power - Summit County Recorder

TERMINATION OF SHORING TIE BACK EASEMENT

THIS TERMINATION OF SHORING TIE BACK EASEMENT (this "Termination") is made effective as of March 26, 2025 (the "Effective Date"), by and among P8E GRANDVIEW LLC, a Colorado limited liability company ("Owner"), VAIL SUMMIT RESORTS, INC., a Colorado corporation ("Original Owner"), and ONE SKI HILL PLACE, LLC, a Colorado limited liability company ("OSHP," and collectively with Owner and Original Owner, the "Parties").

RECITALS

A. In connection with the potential development ("Original Development") of certain real property located in Summit County, Colorado, Original Owner, a predecessor-in-interest of Owner, granted certain shoring tie back easements as identified in, and made record by, the Amendment to Peak 8 Subdivision Filing No. 1, an Amendment of Peak 8 Subdivision Filing 1 Reception No. 877957, recorded in the real property records of the Summit County, Colorado, Clerk and Recorder on March 24, 2010, at Reception Number 936240 (the "Peak 8 Subdivision Filing No. 1 Amendment"),

B. One of the above-referenced shoring tie back easements (the "Shoring Tie Back Easement") is located on that certain real property legally described on the attached Exhibit A (the "Property"). The Shoring Tie Back Easement is depicted on the attached Exhibit B.

C. LH Mountain Ventures, LLC, a Colorado limited liability company ("Prior Owner"), acquired the Property from Original Owner by deed recorded in the real property records of the Summit County, Colorado, Clerk and Recorder (the "Records") on April 12, 2019, at Reception Number 1195438, LC Breckenridge Holdco, LLC, a Delaware limited liability company ("LC Breckenridge Holdco"), acquired the Property from Prior Owner by deed recorded in the Records on December 27, 2022, at Reception Number 1303221, and Owner acquired the Property from LC Breckenridge Holdco by deed recorded in the Records on February 18, 2025, at Reception Number 1346803, and Owner is now the fee owner of the Property.

D. The Shoring Tie Back Easement was intended by Original Owner and by OSHP to be a temporary easement associated with construction work for the Original Development. The work associated with the grant of the Shoring Tie Back Easement has been completed, thereby removing the need for the Shoring Tie Back Easement. Original Owner, OSHP, and Owner acknowledge and agree that the purpose for which the Shoring Tie Back Easement was granted has been satisfied, thereby resulting in the Shoring Tie Back Easement being unnecessary and hence abandoned.

E. Original Owner, as grantor and a grantee of the Shoring Tie Back Easement, OSHP, as a grantee of the Shoring Tie Back Easement, and Owner, as successor-in-interest to Original Owner and as fee owner of the Property hereby desire and intend to, and do hereby, terminate, in its entirety, the Shoring Tie Back Easement, as provided herein in this Termination.

AGREEMENT

1. Termination. As of the Effective Date, the Parties hereby terminate, in its entirety, the Shoring Tie Back Easement under the Peak 8 Subdivision Filing No. 1 Amendment, and the Parties confirm that such Shoring Tie Back Easement, and any of the terms and obligations related thereto set forth under the Peak 8 Subdivision Filing No. 1 Amendment, are hereby terminated and extinguished forever, in the entirety thereof, with the purpose and intent that the same shall, now and forever, be of no further force or effect.

2. Miscellaneous. This Termination constitutes the entire agreement of the Parties pertaining to the termination of the Shoring Tie Back Easement and supersedes all prior agreements, undertakings, and understandings in connection with the termination of the Shoring Tie Back Easement. Each Party hereto represents and warrants that its signatory to this Termination has the full authority to sign this Termination and that, by signing this Termination, each of Original Owner, OSHP, and Owner and each such party's successors and assigns shall be fully bound by the terms and conditions of this Termination. This Termination shall be recorded in the Records and binding upon and inure to the benefit of the Parties hereto, and the respective successors, assigns, personal representatives and heirs. This Termination may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the Parties.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the Effective Date.

OWNER:

P8E GRANDVIEW LLC,
a Colorado limited liability company

By: [Signature]
Name: Graham Frank
Title: Manager

STATE OF Colorado)
) ss.
COUNTY OF Eagle)

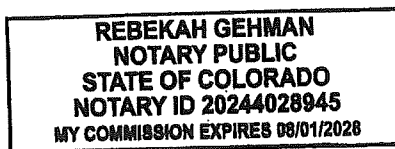
The foregoing instrument was acknowledged before me this 21st day of March, 2025, by Graham Frank, as Manager of P8E GRANDVIEW LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 8/1/2028

[Signature]
Notary Public

[Signature pages continue]



[Signature Page to Termination of Shoring Tie Back Easement on Lot 4]

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the Effective Date.

ORIGINAL OWNER:

VAIL SUMMIT RESORTS, INC.,
a Colorado corporation

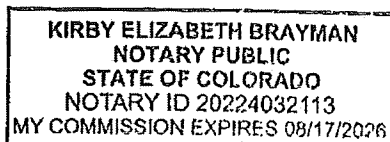
By: 
Name: Edward T. Walker
Title: Vice President, Deputy General Counsel

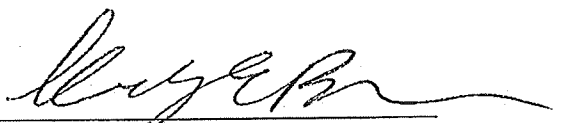
STATE OF COLORADO)
) ss.
COUNTY OF Broomfield)

The foregoing instrument was acknowledged before me this 25th day of March, 2025, by Edward T. Walker as Vice President and Deputy General Counsel of VAIL SUMMIT RESORTS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8/17/2026




Notary Public

[Signature pages continue]

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the Effective Date.

OSHP:

ONE SKI HILL PLACE, LLC,
a Colorado limited liability company

By: Vail Resorts Development Company
a Colorado corporation, its sole member

By: 

Name: Edward T. Walker

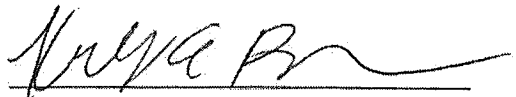
Title: Vice President, Deputy General Counsel

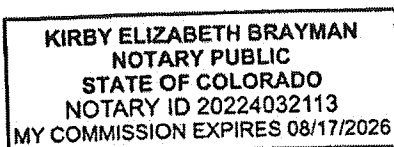
STATE OF COLORADO)
) ss.
COUNTY OF Broomfield)

The foregoing instrument was acknowledged before me this 25th day of March, 2025, by Edward T. Walker as Vice President and Deputy General Counsel of Vail Resorts Development Company, the sole member of ONE SKI HILL PLACE, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 8/17/2026


Notary Public



[End of signature pages]

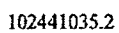
[Signature Page to Termination of Shoring Tie Back Easement on Lot 4]

EXHIBIT A

PROPERTY 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.

DEPICTION OF SHORING TIE BACK EASEMENT



Presented to:
Breckenridge Grand Vacations
Chris Noraka, Director of Construction
100 South Main Street
Breckenridge, CO 80424
970-418-3230
cnoraka@breckenridgegrandvacations.com

Presented by:
Tetra Tech
719 F Ten Mile Drive / PO Box 1906
Frisco, CO 80443
970-423-3420

Preliminary Drainage Report for The Imperial Hotel & Private Residences

March 17, 2025



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- A-1 Vicinity Map
- A-2 Historic Drainage Basin Plan
- A-3 Proposed Drainage Basin Plan
- A-4 Snow Management Plan

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- B-1 FEMA FIRM Map
- B-2 NRCS Site Soil Survey Report

Appendix C: Hydraulic Calculations

- C-1 Historic and Proposed Runoff Calculations

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- D-1 Peak 8 Breckenridge Ski Area Drainage Master Plan
- D-2 Peak 8 Detention Pond Operation and Maintenance Manual

1.0 INTRODUCTION

This report presents the Preliminary Drainage Plan for The Imperial Hotel & Private Residences project located in Breckenridge, Colorado, at the base of Breckenridge Ski Resort's Peak 8. This Preliminary Drainage Report outlines proposed and existing stormwater facilities intended to mitigate increases in stormwater runoff associated with the development. This report provides an initial assessment of drainage improvements, addressing existing and proposed flow patterns, water quality measures, and detention areas.

This report has been prepared in accordance with the 2008 Drainage Master Plan for the Peak 8 Breckenridge Ski Area, Town of Breckenridge Stormwater Standards, and the Urban Drainage Criteria Manual (UDCM) to ensure compliance with local and regional stormwater management policies.

2.0 GENERAL LOCATION AND DESCRIPTION

2.1 LOCATION AND HISTORIC CONDITIONS

The project site is located at 1559 Ski Hill Road, Breckenridge, Colorado, 80424. The property description is Lot 4 of the Peak 8 Subdivision Filing No. 1. The site is bordered by Ski Hill Road to the north, the Four O'clock Run and Boulder Ridge Subdivisions to the east, Lot C of the Peak 8 Subdivision to the south, and One Ski Hill Place to the west. The site currently consists of administration buildings and an asphalt parking lot. A vicinity map is provided in **Appendix A**.

Surface runoff is currently conveyed by sheet flow across the site to existing swales, culverts, and two water quality/detention ponds, ultimately discharging into Cucumber Gulch. The project is located in a part of the Southwest Quarter of Section 36, Township 6 South, Range 78 West of the 6th P.M. Summit County, CO.

2.2 PROPOSED DEVELOPMENT

The proposed development will redevelop existing surface parking facilities and administration buildings to a new mixed-use development including a hotel, condos, nine townhomes, commercial space, and an underground parking garage. The project will include improvements to drainage infrastructure, integration with existing detention and water quality facilities in the Cucumber Gulch Preventative Management Area (PMA), and incorporation of stormwater management elements to mitigate runoff impacts.

3.0 DRAINAGE BASINS AND SUBBASINS

3.1 MAJOR BASIN DESCRIPTION

The project site is located within the Blue River Basin. This basin includes approximately sixty-five miles between Summit County and the Colorado River. The headwater of the Blue River originates near Mount Quandary in the Ten Mile Range and flows through the Town of Breckenridge before joining the Colorado River confluence near Kremling.

3.2 HISTORIC DRAINAGE PATTERNS

Historically, the site generally slopes from south to north. The parking lot slopes at approximately 3% to the north. The southern part of the site is a steep slope of approximately 2:1 (horizontal to vertical) sloping down to the north towards the parking lot. The eastern part of the site slopes at approximately 2:1 down to the northwest towards the parking lot. The west side of the site slopes to the north and west at approximately 3:1, and a swale conveys runoff to an existing inlet located on One Ski Hill Place property, which then is conveyed via storm sewer under Ski Hill Road to the existing water quality/detention pond northwest of the site. Runoff from the western half of the parking lot enters a riprap-lined ditch on the south side of Ski Hill Road and is conveyed under Ski Hill Road via an 18" culvert, which discharges into the southern detention pond. Runoff from the eastern half of the parking lot drains down the slope to the north, across the sidewalk and is conveyed to the nearest stormwater inlet in Ski Hill

Road by curb and gutter.

The existing water quality/detention pond on the other side of Ski Hill Road, northwest of the site, was designed to attenuate peak flows and provide water quality treatment for the entire build-out of the Peak 8 Development. A concrete outlet control box with a V-shaped notch controls the flow out of the water quality/detention pond into Cucumber Gulch. From the v-notch weir flows enter a culvert connected to a manhole with a sediment sump, and then to an outlet culvert that discharges over a riprap outlet and into a small dredge infiltration swale. 100-year storm flows are released from the detention pond by a 50-ft wide level concrete weir with riprap on the downstream side. The pond is located within a drainage easement within the Preventive Management Area (PMA) of the Cucumber Gulch Overlay Protection District.

A smaller, existing detention pond lies directly north of the site, across Ski Hill Road. It currently receives runoff from part of the site before discharging into Cucumber Gulch. This pond is also located within a drainage easement within the PMA of the Cucumber Gulch Overlay Protection District.

While the project site includes impervious areas, historic drainage patterns were modeled consistent with the Peak 8 Breckenridge Ski Area Drainage Master Plan. The Rational Method calculations that were used in the Historic condition's calculations are provided in the Peak 8 Breckenridge Ski Area Drainage Master Plan included in **Appendix D**.

3.3 100-YEAR FLOOD ZONE

The site is located in Zone X by the Federal Emergency Management Agency, indicating minimal flood hazard. The FEMA FIRM Map is included in **Appendix B**. Proposed improvements, including detention facilities, are designed to avoid encroachment on or alteration of the designated floodplain.

4.0 DRAINAGE DESIGN CRITERIA

4.1 DESIGN CRITERIA

This report has been prepared in compliance with the Peak 8 Breckenridge Ski Area Drainage Master Plan, current Town of Breckenridge Stormwater Standards and Mile High Flood District (MHFD) Guidelines.

Design considerations for the Drainage Basin Plan, found in **Appendix A**, included the following:

Hydrologic Modeling: The proposed drainage system has been developed for minor (10-year) and major (100-year) storm events. Rainfall intensities for the 10-year and the 100-year storms were used from the IDF Curve for Peak 8 in the Peak 8 Breckenridge Ski Area Drainage Master Plan.

Time of Concentration: Time of concentration calculation were reviewed for this project. Based on the Town of Breckenridge Engineering Design Standards, time-of-concentration numbers for urban areas cannot be under 5-minutes. Therefore, a minimum of 5-minutes has been used for this Preliminary Drainage Report. A more detailed review and breakdown of these numbers will be provided with the Final Drainage Report.

Runoff Coefficients: Site specific runoff coefficients were determined using the Natural Resources Conservation Service (NRCS) mapping information, found in **Appendix B**. Soil mapping indicated predominately Group B Hydrologic Soils with some Group C soils interspersed. Soil Group B was used for verifying onsite design conditions.

Rational Method Application: The Rational Method was used for verifying peak discharge rates, incorporating site-specific hydrologic parameters for on-site flows. Proposed flow rates are provided in **Appendix C**.

Detention Facility Design: Detention facilities will be sized and designed using the most recent version of the Urban Storm Drainage Criteria Manual (USDCM) and Mile High Flood District design tools.

Storm Sewer Sizing: Proposed storm sewer systems are designed to convey runoff from the 10-year storm event. Final sizing and hydraulic calculations will be provided with the Final Drainage Report

Storm Sewer Inlet Sizing: Inlet capacity calculations will adhere to the design criteria specified in Section 6.7 of the Town standards and have been designed using the UD-Inlet spreadsheet. Inlet capacity will be provided with the Final Drainage Report.

DRAINAGE FACILITY DESIGN

4.1 GENERAL CONCEPT

The proposed drainage system aims to preserve historic flow conditions while mitigating increased runoff due to development. Historic and Proposed Drainage Basin Plans are included in **Appendix A**.

Runoff will be managed using drainage ditches, culverts, and storm sewers to convey flows to the two existing detention ponds. The majority of the onsite flows will be routed to the existing water quality/detention pond northwest of the site and a smaller portion will be routed to the existing detention pond directly north of the site. The existing detention pond located directly north of the site will be regraded to provide the necessary capacity to detain the increased flows; an outlet structure will be installed along with a riprap spillway. Offsite flows will also be routed through the existing detention pond directly north of the site, which will disperse flows from offsite drainage basins south of the project site.

4.2 HISTORIC DRAINAGE CHARACTERISTICS

The Peak 8 development consists of 6 offsite drainage basins and one on-site drainage basin per the Peak 8 Breckenridge Ski Area Drainage Master Plan. Historic conditions and hydraulic calculations are provided in the Peak 8 Breckenridge Ski Area Drainage Master Plan included in **Appendix D**.

4.3 PROPOSED STORMWATER IMPROVEMENTS

The proposed stormwater improvements will direct stormwater flows to designated stormwater facilities. Basin delineation for proposed conditions can be found in **Appendix A**.

This plan is consistent with the Peak 8 Breckenridge Ski Area Drainage Master Plan which proposed to collect and divert most of the offsite drainage from uphill around the development area (except for Basin O-1) with swales and storm sewer. Six offsite basins contribute flow to the area of proposed development, and they are shown on the drainage basin map in **Appendix A**.

The water quality/detention pond northwest of the site is designed to detain, treat, and release most of the stormwater runoff from the site into Cucumber Gulch at or below historic rates. Hydraulic modeling of the detention pond was completed with the Peak 8 Breckenridge Ski Area Drainage Master Plan to confirm the storm sewer system's and detention pond's capacity.

The detention pond directly north of the site will be improved to detain, treat, and release a portion of the stormwater runoff from the site into Cucumber Gulch at or below historic rates. This detention pond will also disperse offsite flows from above the development before being released into Cucumber Gulch.

The following table compares the proposed peak discharge flows from the Peak 8 Breckenridge Ski Area Drainage Master Plan in 2008 to the proposed improvements for the project site, referred to as the East Development site in the Drainage Master Plan.

Table 4.3 2008 Proposed Development vs. Imperial Hotel & Private Residences Development Peak Discharge

Proposed Conditions	Drainage Basin	Area	Total Impervious Area	Weighted Runoff Coefficient C	Q 10-Yr	Q 100-Yr
2008 East Development	A-1	15.6 ac	8.54 ac	0.74	46.3 cfs	82.0 cfs
2025 Imperial Hotel	A-1	15.8 ac	8.94 ac	0.75	47.0 cfs	83.0 cfs

The increased impervious area for the Imperial Hotel & Private Residence Development will increase the peak flows previously contemplated in the Drainage Master Plan. A portion of the stormwater runoff from the project

site will be routed to the detention pond directly north of the site, which will be improved to attenuate the minimal increase in peak flow from the site and provide water quality treatment. The final sizing and hydraulic calculations for the detention pond improvements, including the volume, outlet structure, and spillway, will be provided with the Final Drainage Report.

The water quality/detention pond northwest of the site will continue functioning similarly. However, once construction is complete and the project site is stabilized, an underdrain should be installed to allow the pond to drain between events. This will help prevent nuisance conditions, such as mosquitoes and stagnant water. Refer to the Peak 8 Breckenridge Ski Area Drainage Master Plan and Operation and Maintenance Manual for more details on the underdrain installation.

4.4 ON-SITE DRAINAGE

The Onsite Basin A-1 from the Peak 8 Breckenridge Ski Area Drainage Master Plan was divided into two sub-basins, Basin A-1A and A-1B, to analyze the routing of runoff through storm sewer infrastructure and curb and gutter. The two existing detention ponds will control discharge rates to pre-development conditions before releasing flows into Cucumber Gulch. The 100-year and 10-year peak flows are provided in the Proposed Drainage Basin Plan in **Appendix A**.

Additional design details and storm sewer hydraulic modeling will be provided with the Final Drainage Report.

4.5 OFF-SITE DRAINAGE

The six off-site basins are numbered starting at the northwest most basin and proceeding counterclockwise towards the southwest.

OS-1 is a 17.7-acre basin located to the north and west of the proposed development. The topography of this basin directs flows to the proposed development. The best solution for dealing with the runoff from OS-1 is to collect it along with the flows from the proposed development and route it through the proposed water/quality detention pond northwest of the project site.

OS-2 is located to the southwest of OS-1. The majority of runoff from this 47.8-acre basin is captured in a grate inlet (existing inlet C-1) located approximately 450' northwest of the Colorado Super Chair. The grate inlet is connected to 24" CMP which confluent with the 48" CMP further down the hillside.

Offsite basins OS-3 and OS-4 drain from west to east, the largest of the six basins being 163 and 344 acres each. Flow from OS-3 is intercepted by a large grate inlet that is located approximately 1,430' upstream from the Colorado Super Chair. This inlet feeds a 24" CMP that connects to the existing 48" CMP further downhill. Based on visual observation OS-3 intercepts a steady flow of groundwater.

Runoff from OS-4 generally runs overland as surface flow. Some runoff is intercepted by a series of swales and inlets (existing inlets B-1 and B-2) located close to the base area. A larger grate inlet located further up the ski area is proposed as part of this master drainage plan to intercept flows and reduce the amount of overland flows that will require collection at the base area. The proposed inlet would be sized to collect the majority of flow from basin OS-4 and would connect to the proposed 60" line that will be located under that proposed development.

Basin OS-5 is located to the east of OS-4 and south of the proposed development. Runoff from this 47.3-acre basin is currently intercepted by a drainage swale that drains to a grate inlet located near the gondola walkway. This basin flows from southwest towards the northeast. Under proposed conditions this basin will have runoff collected in a series of inlets located in the general vicinity of the existing swale. The inlets will connect to the 60" main storm sewer line.

The smallest of the six basins is OS-6, which is 8.0 acres. Runoff from this basin flows from the south to the north into the existing upper parking lot and administration building area. It is proposed to capture the flows from this basin in a large swale and direct the runoff to the east of the buildings and under Ski Hill Road via a culvert. The proposed outlet is the location of the existing detention pond on the downhill side of Ski Hill Road.

Waterbars are present on the ski hill above the site. These bars intercept some of the offsite flows, diverting the water around the proposed development to the north and south away from the main on-site swale. Under proposed conditions, water bars will continue to be used to direct flows but may require some modifications to ensure the collection of flows into the central storm sewer.

The swale capacities for diverting the offsite flows are based on the 100-year, 24-hour storm. In addition, a snowmelt component is added to the peak flow for sizing the infrastructure. This is intended to simulate a rain-on-snow event and is being added to this site specifically because of the sites' location at the base of the ski area.

The Peak 8 Breckenridge Ski Area Drainage Master Plan includes additional design details and storm sewer hydraulic modeling results.

4.6 SNOW STORAGE

The Snow Management Plan in **Appendix A** provides onsite snow storage locations. Snow storage is not planned in the existing water quality/detention ponds.

A 10' wide section of land on the north side of Ski Hill Road in between the concrete pan and water quality/detention pond is designated for storing snow removed from Ski Hill Road. This area should be regraded to allow runoff to flow back toward the road per the Peak 8 Breckenridge Ski Area Drainage Master Plan Drawing Number 1 dated 05/05/07. From there, the snowmelt will runoff into the concrete pan between Ski Hill Road and the snow stack area. The runoff will travel east along Ski Hill Road to a swale located on the west side of the maintenance road entrance to the detention pond. The swale will direct the runoff into the detention pond. This design aims to capture and remove sediment from the road before it enters the detention pond.

5.0 DRAINAGE INFRASTRUCTURE MAINTENANCE

The Town of Breckenridge Public Works will maintain offsite drainage infrastructure located in the town right-of-way. Satisfactory operation of on-site drainage components requires scheduled maintenance throughout the site's life by the Homeowners' association. The following are recommendations for maintenance and inspection for the on-site drainage facilities drawn from the Town of Breckenridge and MHFD standards.

Water quality treatment and detention facilities require regular inspection and maintenance to be completed by the property owner. For detention ponds, inspect for debris at outlet, sediment and damage to the structures or embankments twice annually. Mow vegetation as needed to maintain a 6" height. Irrigate and apply fertilizer, herbicide and pesticide as needed to maintain vegetative health. For proprietary structures, inspect for debris that may cause bypass of design treatment flow rate quarterly for the first two years and as indicated based on first two years after that. Remove debris and vacuum as recommended by the manufacturer.

An Ownership and Maintenance (O&M) Manual must be developed, submitted and approved as part of the Final Drainage Report and included in the O&M Agreement. USDCM should be consulted when determining the maintenance schedule, activities, and protocols to be included in the O&M Plan. An executed O&M Agreement may be required prior to facility approval and project close out. The Town will have the right to access the property to maintain the treatment or detention facility and invoice the owner for the cost of work if the owner fails to maintain the facility.

An Operation and Maintenance Manual for the Peak 8 Detention Pond was prepared in 2013 and is included in **Appendix D**. This manual will be updated and submitted as part of the Final Drainage Report and included in the O&M agreement.

Town staff will routinely inspect facilities or respond to complaints about facilities that may not be performing properly. Facility owners should expect inspection personnel to notify them of inspections and communicate their subsequent findings.

6.0 CONCLUSION

This Preliminary Drainage Report provides an analysis and framework for the design of drainage-related facilities for the Imperial Hotel & Private Residences project. This report demonstrates compliance with the Peak 8 Breckenridge Ski Area Drainage Master Plan, Town of Breckenridge and MHFD drainage criteria. The proposed improvements aim to preserve historic drainage patterns and historic discharge rates while minimizing downstream impacts and supporting the long-term functionality of the site.

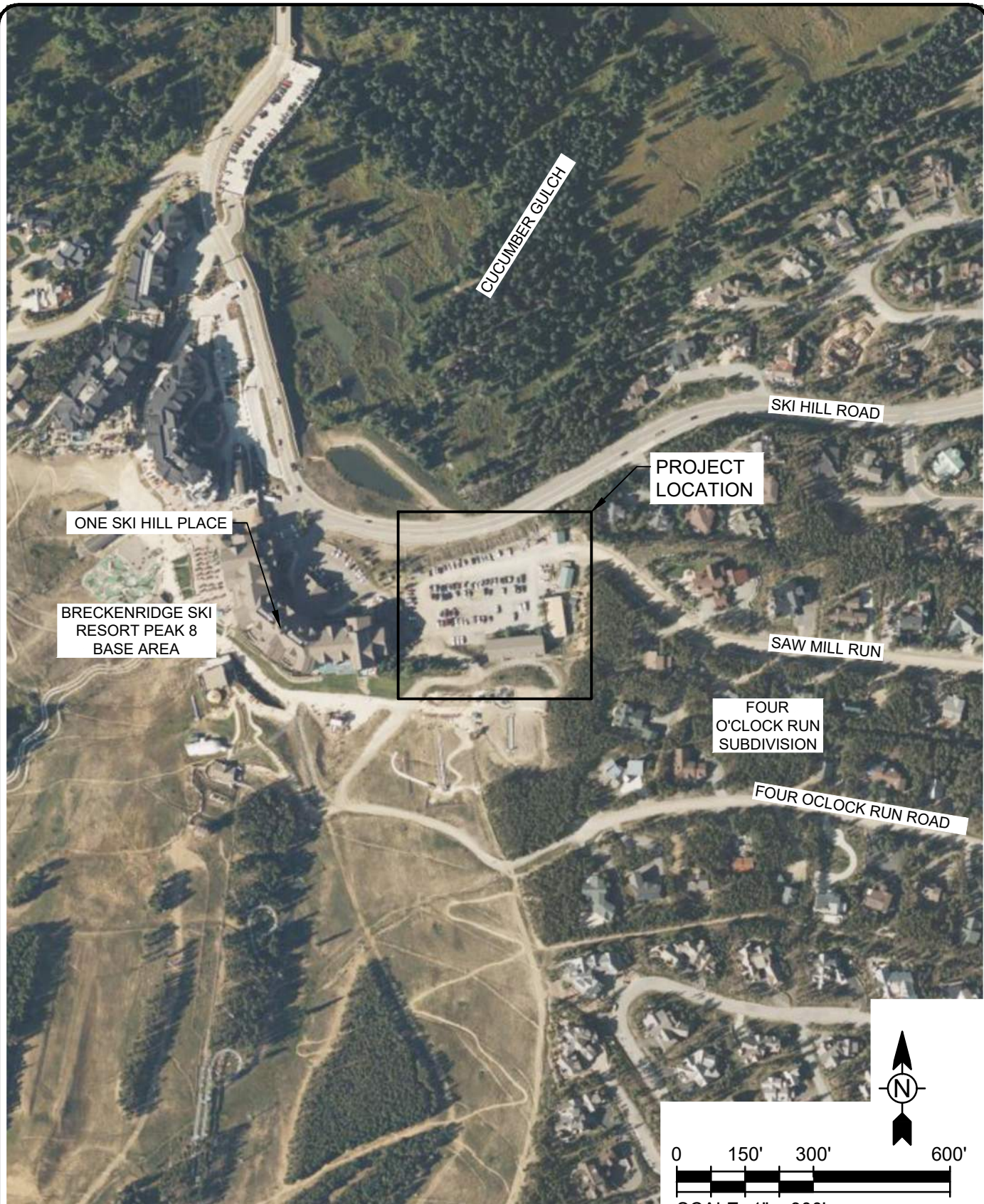
7.0 REFERENCES

1. Soil Survey of Breckenridge, Colorado, U.S. Department of Agriculture, Soil Conservation Service, November 1974 (USDA, 1974)
2. Mile High Flood District, Urban Storm Drainage Criteria Manual, Volumes 1, 2, and 3, 2019 (MHFD, 2019)
3. Town Of Breckenridge Engineering Standards (2022)
4. Tetra Tech. Breckenridge, CO, *Drainage Master Plan Peak 8 Breckenridge Ski Area*.
5. Tetra Tech. Breckenridge, CO, *Operation and Maintenance Manual Peak 8 Detention Pond*.

APPENDIX A – FIGURES

**APPENDIX A-1
VICINITY MAP**

3/10/2025 4:55:48 PM - O:\PROJECTS\BRECKENRIDGE\325517\200-325517-21001\CAD\SHEETFILES\PEAK 8\DRAINAGE\VICINITY MAP.DWG - CROSS, KYLE



TETRA TECH

www.tetrattech.com

719 F TEN MILE DRIVE
FRISCO, CO 80443
PHONE: 970.423.3420

BRECKENRIDGE GRAND VACATIONS
THE IMPERIAL HOTEL & PRIVATE RESIDENCES

VICINITY MAP

PROJ: 200-325517-21001

DATE: MARCH 2025

DESN: KJC

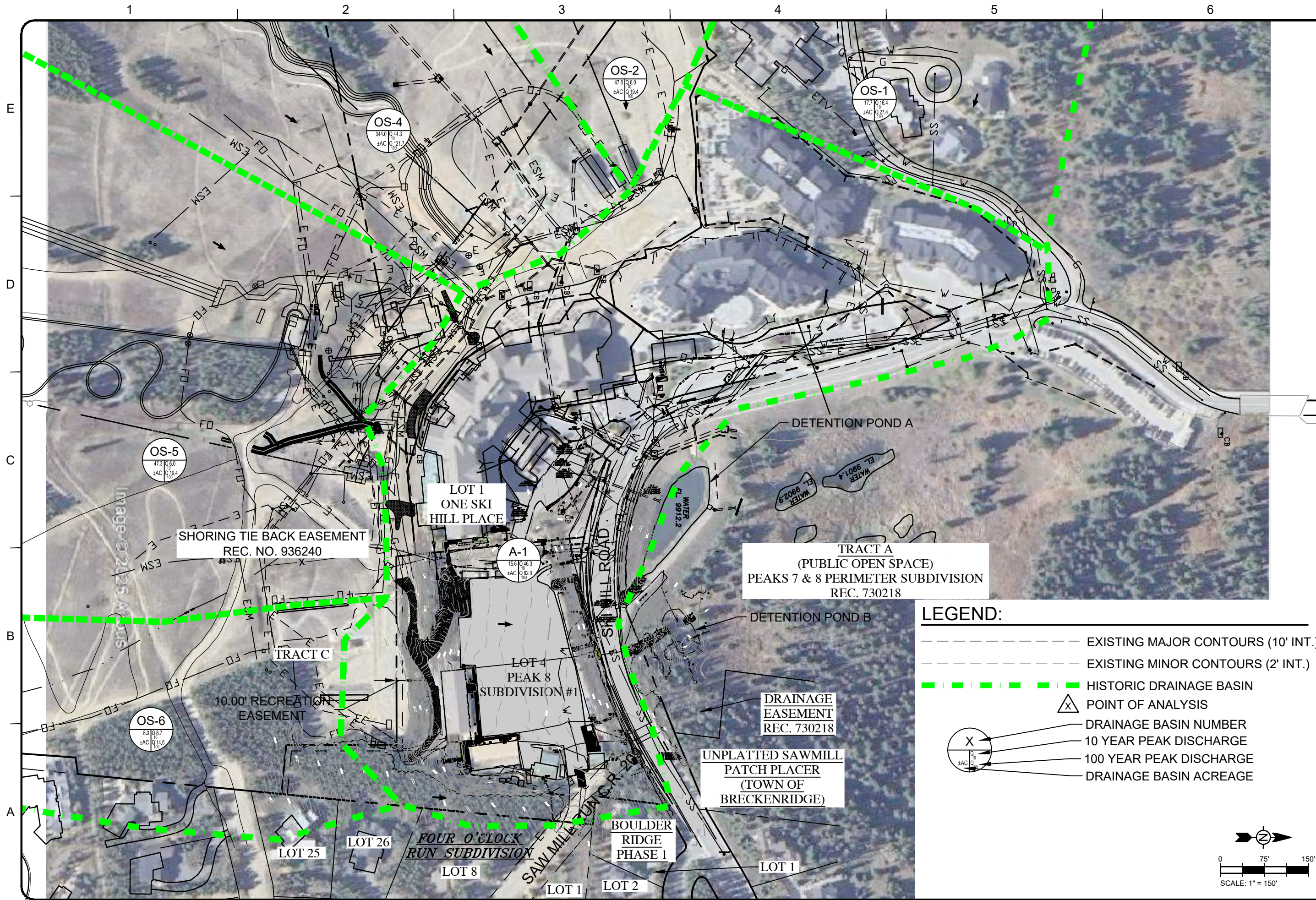
A-1

Bar Measures 1 inch

Copyright: Tetra Tech

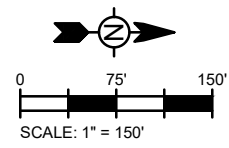
APPENDIX A-2
HISTORIC DRAINAGE BASIN PLAN

3/14/2025 4:20:40 PM - O:\PROJECTS\BRECKENRIDGE\325517\200-325517-2\1001\CAD\SHETFILES\PEAK 8\DRAINAGE\EXISTING DRAINAGE BASIN PLAN.DWG - MCAVOY, JACK



LEGEND:

- EXISTING MAJOR CONTOURS (10' INT.)
- EXISTING MINOR CONTOURS (2' INT.)
- HISTORIC DRAINAGE BASIN
- △ POINT OF ANALYSIS
- X DRAINAGE BASIN NUMBER
- 10 10 YEAR PEAK DISCHARGE
- 100 100 YEAR PEAK DISCHARGE
- ±AC DRAINAGE BASIN ACREAGE



TETRA TECH www.tetratech.com 719 F TEN MILE DRIVE PO BOX 1906 FRISCO, CO 80443 PHONE: 970.423.3420	
BRECKENRIDGE GRAND VACATIONS THE IMPERIAL / PARCEL 4	
HISTORIC DRAINAGE BASIN PLAN	
PROJ:200-325517-21001	DESN: KJC
DRWN: JRM	CHKD: CDD
A-2	

Copyright: Tetra Tech

APPENDIX A-3
PROPOSED DRAINAGE BASIN PLAN



LOT 1

BRECKENRIDGE GRAND VACATIONS THE IMPERIAL / PARCEL 4 PROPOSED DRAINAGE BASIN PLAN	PROJ:200-325517-21001
	DESIGN: KJC
	DRWN: JRM
	CHKD: CDD
	A-3

APPENDIX A-4
SNOW MANAGEMENT PLAN

THE IMPERIAL (PARCEL 4)
1599 SKI HILL RD., BRECKENRIDGE, CO 80424
FINAL CLASS A SITE PLAN SUBMITTAL

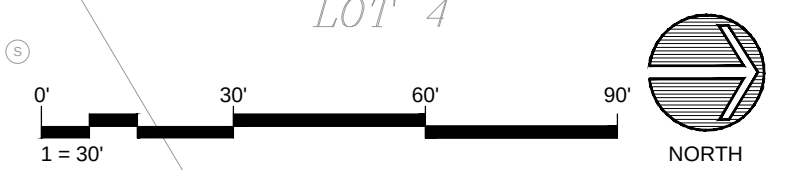
DRAWN BY:	PM
CHECKED BY:	ZE
PROJECT NO.:	2023024.40
ISSUE DATE:	03/17/2025
REVISIONS:	

SHEET TITLE:

SNOW
MANAGEMENT
PLAN

SHEET NUMBER: _____

L103



APPENDIX B

APPENDIX B-1
FEMA FIRM MAP



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63(&,\$/)/22' +\$=\$5' \$5(

5HJXODWRU\)ORRGZD\

\$QQXDO &KDQFH)ORRG
RI DQQXDO FKDQFH IOI
GHSWK OHVV WKDQ RQH
DUHDV RI OHVV WKDQ RQH

XWXUH &RQLWLQV
&KDQFH)ORRG +D]DUG
\$UHD ZLWK 5HGXFHG)ORRG
/HYHH 6HHDRWHV
\$UHD ZLWK)ORRG 5-LVN

12 6&5((\$UHD RI 0LQLPDO)ORRG
(IHFWLYH /205V
27+(5 \$5 (\$6 \$UHD RI 8QGHWHUPLQH

*(1(\$ /--- &KDQHO &XOYHUW RU
6758&785(16111 /HYHH 'LNH RU)ORRGZD

&URVV 6HFWRQV ZLWK
:DWHU 6XUIDFH (OHYDWL
&RDVDO 7UDQVHF
%DVH)ORRG (OHYDWLRQ
/LPL RI 6WXG\
-XULVLFWLRQ %RXQGD
&RDVDO 7UDQVHF %DV
27+(5 3URLOH %DVHOLQ
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'LJLWDO 'DWD \$YDLODEO
1R 'LJLWDO 'DWD \$YDLODEO
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7KH SLQ GLVSODIHG RQ WKH
SRLQW VHOHFWHG E\ WKH XV
DQ DXWKRLWDWLYH SURSHU

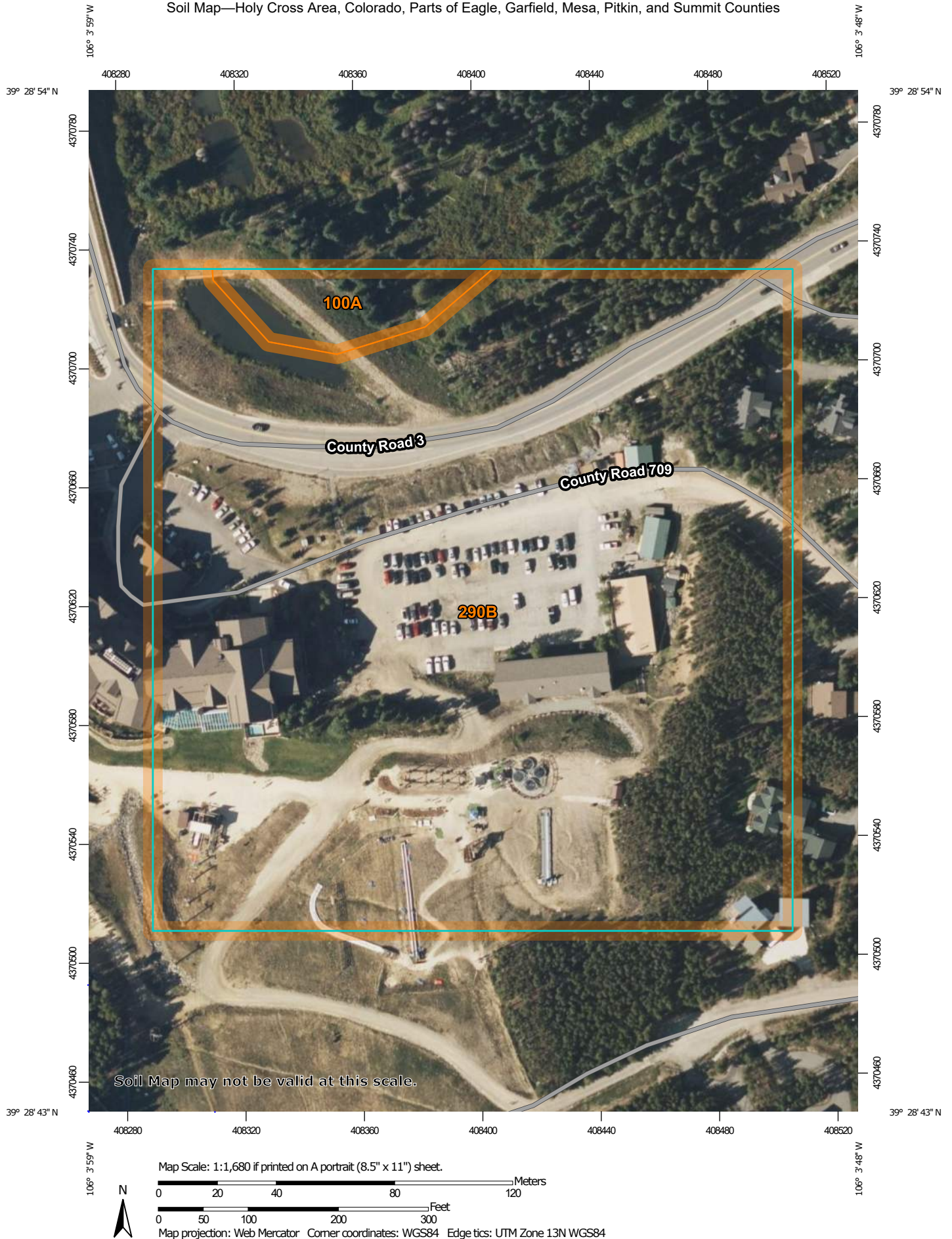
7KLV PDS FRPSOLHV ZLWK)(0\$ V VWDQ
GLJLWDO IORRG PDSV LI LW LV QRW YR
7KH EDVHPDS VKRZQ FRPSOLHV ZLWK)(0
DFFXUDF\ VWDQGDUG

7KH IORRG KD]DUG LQIRUPDWLRQ LV GH
DXWKRLWDWLYH 1)+/ ZHE VHUFLHV S
ZDV H[SRUWHG RQ W DQG GRHV QRW
UHIOHFV FKDQJHV RU DPHQGPHQV VX
WLPH 7KH 1)+/ DQG HIIHWLYH LQIRUP
EHFRPH VXSHUVHG E\ QHZ GDWD RYH

7KLV PDS LPDJH LV YRLG LI WKH RQH R
HOHPHQWV GR QRW DSSHDU, EDVHPDS
OHJHQ VFDODU PDS FHDWLRQ G
,50 SDQHO QXPEHU DQG),50 HIIHWLY
XQPDSSHG DQG XQPRGHUQLJHG DUHDV
UHJXODWRU\ SXUSRVHV

APPENDIX B-2
NRCS SOIL SURVEY REPORT

Soil Map—Holy Cross Area, Colorado, Parts of Eagle, Garfield, Mesa, Pitkin, and Summit Counties



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

3/10/2025
Page 1 of 3
Page 270 of 558

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils



Soil Map Unit Polygons



Soil Map Unit Lines



Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Holy Cross Area, Colorado, Parts of Eagle, Garfield, Mesa, Pitkin, and Summit Counties

Survey Area Data: Version 7, Sep 6, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 5, 2021—Sep 7, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
100A	Cryaquolls-Cryochemists association, 0 to 5 percent slopes	0.5	3.8%
290B	Leighcan family, till substratum, 5 to 40 percent slopes	11.5	96.2%
Totals for Area of Interest		11.9	100.0%

APPENDIX C – HYDRAULIC CALCULATIONS

APPENDIX C-1 PEAK RUNOFF CALCULATIONS

Basin A-1 Existing				
RATIONAL METHOD INPUT PARAMETERS				
Drainage Area = 15.48 acers				
C value 0.7 (see calculations below)				
Tributary Length = 400 ft				
T _c (time of concentration) = 5 min				
TIME OF CONCENTRATION CALCULATIONS				
OVERLAND FLOW				
Flow length = 400 ft				
Top Elevation = 9,980 ft				
Bottom Elevation = 9,935 ft				
Slope = 13.8%				
Velocity = 7.5 ft/s				
From Fig 3-1 "average velocities for estimating travel time for overland flow" (attached)				
Time (T _c) = 5 min				
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA				
It is assumed that the majority of snow is removed via plowing and shoveling from the existing parking lots, buildings and walkways and therefore it is not necessary to include snow melt in the runoff calculations				
RESULTS				
Q _{100-yr} = 77.4 cfs				
Q _{10-yr} = 52.2 cfs				
Q _{5-yr} = 43.7 cfs				
V _{100-yr} = 0.53 acre-ft				
V _{10-yr} = 0.36 acre-ft				
V _{5-yr} = 0.30 acre-ft				
EXISTING CONDITIONS				
	ft ²			
Total Impervious	315,121	46.7%	0.98	0.46
Total Pervious	359,405	53.3%	0.45	0.24
Weighted C =				0.70

EXISTING CONDITIONS USE BREAKDOWN				
Building		Comments	C	Notes
SF	AC			
30	0.00	801	0.98	1
21,264	0.49	North	0.98	1
10,507	0.24	South	0.98	1
Paving and sidewalks				
18	0.00	801	0.98	3
12,541	0.29	N1	0.98	3
6,197	0.14	N2	0.98	3
Streets and Parking				
264,564	6.07	All	0.98	
TOTAL BASIN AREA				
ft ²	acres			
674526	15.48			
1. Based on ACAD design				
2. Based on sketch outlines				
3. Assumed based on 59% of building				

Basin A-1 Proposed East Development				
RATIONAL METHOD INPUT PARAMETERS				
Drainage Area = 15.6 acers				
C value 0.74 (assume unimproved area)				
Tributary Length = 400				
T _c (time of concentration) = 5 min				
TIME OF CONCENTRATION CALCULATIONS				
OVERLAND FLOW				
Flow length = 300 ft				
Top Elevation = 9,980 ft				
Bottom Elevation = 9,940 ft				
Slope = 13.3%				
Velocity = 7.5 ft/s				
From Fig 3-1 "average velocities for estimating travel time for overland flow" (attached)				
Time (T _c) = 5 min				
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA				
It is assumed that the majority of snow is removed via plowing and shoveling from the existing parking lots, buildings and walkways and therefore it is not necessary to include snow melt in the runoff calculations				
RESULTS				
Q _{100-yr} = 82.0 cfs				
Q _{10-yr} = 55.3 cfs				
Q _{5-yr} = 46.3 cfs				
V _{100-yr} = 0.56 acre-ft				
V _{10-yr} = 0.38 acre-ft				
V _{5-yr} = 0.32 acre-ft				
PROPOSED CONDITIONS				
	ft ²			
Total Impervious	371,912	55.1%	0.98	0.54
Total Pervious	302,614	44.9%	0.45	0.20
Weighted C =				0.74

PROPOSED CONDITIONS USE BREAKDOWN				
Building		Comments	C	Notes
SF	AC			
53,783	1.23	801	0.98	1
28,414	0.65	N1	0.98	2
21,904	0.50	N2	0.98	2
675	0.02	N3	0.98	2
15,039	0.35	S1	0.98	2
16,741	0.38	S2	0.98	2
14,864	0.34	S3	0.98	2
Paving and sidewalks				
31,721	0.73	801	0.98	59%
16,758	0.38	N1	0.98	3
12,919	0.30	N2	0.98	3
398	0.01	N3	0.98	3
8,870	0.20	S1	0.98	3
9,874	0.23	S2	0.98	3
8,767	0.20	S3	0.98	3
Streets				
27211	0.62	801	0.98	
35264	0.81	North	0.98	
36822	0.85	South	0.98	
31888	0.73	Street	0.98	
1. Based on ACAD design				
2. Based on sketch outlines				
3. Assumed based on 59% of building				

Basin A-1 Proposed Imperial Hotel & Private Residences				
RATIONAL METHOD INPUT PARAMETERS				
Drainage Area = 15.8 acers				
C value 0.75 (assume unimproved area)				
Tributary Length = 400 ft				
T _c (time of concentration) = 5 min				
TIME OF CONCENTRATION CALCULATIONS				
OVERLAND FLOW				
Flow length = 300 ft				
Top Elevation = 9,980 ft				
Bottom Elevation = 9,940 ft				
Slope = 13.3%				
Velocity = 7.5 ft/s				
From Fig 3-1 "average velocities for estimating travel time for overland flow" (attached)				
Time (T _c) = 5 min				
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA				
It is assumed that the majority of snow is removed via plowing and shoveling from the existing parking lots, buildings and walkways and therefore it is not necessary to include snow melt in the runoff calculations				
RESULTS				
Q _{100-yr} = 83.0 cfs				
Q _{10-yr} = 47.0 cfs				
Q _{5-yr} = N/A				
V _{100-yr} = 0.57 acre-ft				
V _{10-yr} = 0.32 acre-ft				
V _{5-yr} = N/A				
PROPOSED CONDITIONS				
	ft ²			
Total Impervious	389,336	57.3%	0.98	0.56
Total Pervious	290,200	42.7%	0.45	0.19
Weighted C =				0.75

PROPOSED CONDITIONS USE BREAKDOWN				
Building		Comments	C	Notes
SF	AC			
53,783	1.23	801	0.98	1
28,414	0.65	N1	0.98	2
21,904	0.50	N2	0.98	2
675	0.02	N3	0.98	2
7,533	0.17		0.98	Imperial South Townhomes
5,429	0.12		0.98	Imperial North Townhomes
55,900	1.28		0.98	Imperial Hotel/Condo Bldg
Paving and sidewalks				
31,721	0.73	801	0.98	59%
16,758	0.38	N1	0.98	3
12,919	0.30	N2	0.98	3
398	0.01	N3	0.98	3
46,148	1.06		0.98	Imperial Site Plan
Streets				
27211	0.62	801	0.98	
35264	0.81	North	0.98	
13313	0.31		0.98	Imperial Driveway
31888	0.73	Street	0.98	
1. Based on ACAD design				
2. Based on sketch outlines				
3. Assumed based on 59% of building				

Calculation of Peak Runoff using Rational Method	
--	--

Designer: KJC	Version 2.00 released May 2017
Company: Tetra Tech	
Date: 3/14/2025	Cells of this color are for required user-input
Project: Imperial Hotel & Private Residences	Cells of this color are for optional override values
Location: Breckenridge, CO	Cells of this color are for calculated results based on overrides

$$t_i = \frac{L_i}{60K\sqrt{S_i}} = \frac{L_i}{60V_i}$$

Computed $t_c = t_i + t_e$

$$t_{\text{minimum}} = 5 \text{ (urban)}$$
$$t_{\text{minimum}} = 10 \text{ (non-urban)}$$

$$\text{Regional } t_c = (26 - 17i) + \frac{L_t}{60(14i + 9)\sqrt{S_0}}$$

$$\text{Selected } t_c = \max\{t_{\text{minimum}}, \min(\text{Computed } t_c, \text{Regional } t_c)\}$$

[Select UDPCD location for NOAA Atlas 14 Rainfall Depths from the pulldown list OR enter your own depths obtained from the NOAA website \(click this link\)](#)

	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr
1-hour rainfall depth, P ₁ (in) =			0.94			1.76	
Intensity Equation Coefficients =	a 40.81	b 10.00	c 0.786	$I(in/hr) = \frac{a \times P_1}{(b + t_c)^c}$			

$$I(\text{in/hr}) = \frac{a * P_1}{(b + t_c)^c}$$

$$Q(cfs) = CIA$$

[illegible]

APPENDIX D – PREVIOUS REPORTS

APPENDIX D-1
PEAK 8 BRECKENRIDGE SKI AREA DRAINAGE MASTER PLAN

DRAINAGE MASTER PLAN
PEAK 8 BRECKENRIDGE SKI AREA
BRECKENRIDGE, COLORADO

Prepared for:
VAIL RESORTS DEVELOPMENT
P.O. BOX 1058
BRECKENRIDGE, CO 80424
(970) 453-5000

Prepared by:
TETRA TECH
P.O. BOX 1659
BRECKENRIDGE, CO 80424
(970) 453-6394

April 2008

PEAK 8, BRECKENRIDGE SKI AREA

Drainage Master Plan

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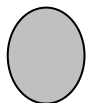
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PEAK 8, BRECKENRIDGE SKI AREA

Drainage Master Plan

1.0 INTRODUCTION

This report presents the results of the Peak 8 Drainage Master Plan (DMP) for the proposed Peak 8 development at Breckenridge Ski Area Resort, in Summit County, Colorado. The project site is located approximately one mile west of Breckenridge at the base of the Peak 8 ski terrain. The project site is shown on the Vicinity Map, Figure 1. Currently the project area includes a base lodge, rental shops, parking, administration buildings and the west terminal of the Peak 8 Gondola. Under proposed conditions the project area will be redeveloped to include new buildings, driveways and drop-off areas, underground and new surface parking, reconstruction of Ski Hill Road, and infrastructure improvements, including sewer, water and storm sewer. The BreckConnect Gondola, Rocky Mountain SuperChair, Colorado SuperChair and Chair 7 will remain in the current configurations. Chair 5 will maintain the current alignment, however, the base of the chair will be relocated in conjunction with base area improvements.

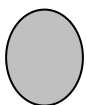
This Drainage Master Plan report and analyses includes and addresses full build-out of the phased development to insure the analyses and solutions are inclusive of all future impacts and to facilitate proper sequencing for the installation of drainage and water quality facilities. It is anticipated that the drainage and water quality improvements adjacent to Ski Hill Road, including the detention facilities, snow storage, and water quality pond, will be installed by Vail Resorts in conjunction with the infrastructure improvements as part of the first phase of reconstruction. Site specific drainage improvements such as drain inlets, swales etc. west of Ski Hill Road will be completed in conjunction with the individual phased developments.

It is the goal of this plan to provide detention and water quality facilities for the entire development for all six buildings, parking and major drainage improvements. This submittal includes the Master Plan site layout, grading, and drainage infrastructure for the following:

- Conveyance of offsite drainage around the proposed development;
- Pond sizing for detention to facilitate Town of Breckenridge peak flow attenuation criteria
- Pond configuration to meet Town of Breckenridge water quality criteria
- On-site Best Management Practices (BMPs) for erosion control
- Schematic site design for drainage improvements at future developments

The drainage analyses are based on rainfall and snowmelt runoff for design of detention and water quality facilities. All facilities meet or exceed the Town of Breckenridge's drainage and water quality criteria. Specific project improvements are presented below and shown graphically on the appended Drainage Master Plan (Plan).

A Storm Water Management Plan (SWMP) report, including a Water Quality Program as also prepared for the property under a separate cover for Vail Resorts Development Company.



2.0 PROJECT SITE

The Master Plan development and drainage-related features are shown on the Drainage Master Plan drawing appended to this report. Project elements are shown schematically and include:

- Base area facilities including lodging, shops and ski service facilities
- Subsurface Parking Facilities (not shown)
- Surface parking areas and drop-off areas
- Major storm drainage features
- Sewer and water utilities
- Schematic drainage plans for site development
- Detention and water quality pond
- Three phases (east, west and central) – each phase will be responsible for designing on site drainage that will conform to the master plan and major facilities

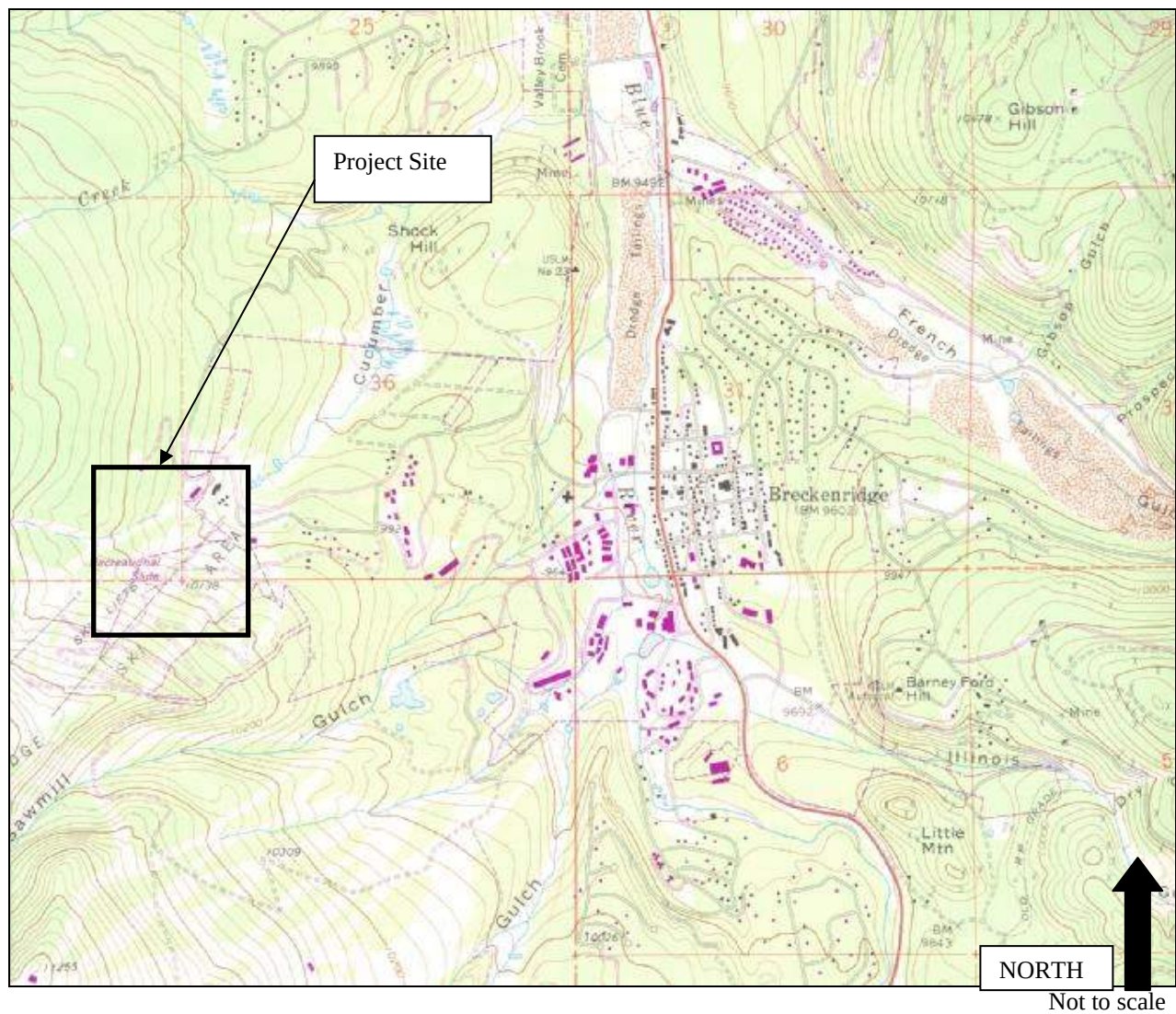
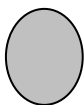


Figure 1. Vicinity Map



VAIL RESORTS DEVELOPMENT
Breckenridge Ski Area Peak 8 Development

TETRA TECH, INC.
August 2007

3.0 DRAINAGE BASIN DESCRIPTION

The Peak 8 base area lies within the Cucumber Gulch drainage basin. Above the project site, the drainage basin is predominately within the ski area boundary between elevations 9,950 ft and 12,800 ft msl. Approximately 0.98 square miles of the 1.5 square mile upper Cucumber Gulch basin is tributary to the proposed development area. An offsite drainage basin map is included in Appendix A.

Runoff flows west to east from the peaks of the Ten Mile Range toward Ski Hill Road and the project site. Immediately uphill, or west of the proposed development, a portion of the offsite drainage is intercepted by an existing storm sewer system with pipe sizing ranging from 24" to 48". The main stem of this storm sewer system runs northeast through the existing development, and under Ski Hill Road where the pipe outlets and discharges to a wetlands area. The uphill runoff that is not intercepted by this system reaches swales that direct the runoff to additional inlets and culverts which connect to the 48" storm sewer.

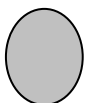
The Preventive Management Area (PMA) for within the Cucumber Gulch Overlay Protection District (designated by the Town of Breckenridge) lies to the north and east of the project site. The proposed detention / water quality pond are located within a drainage and detention easement within the PMA. Special permission has been granted for this use by the Town of Breckenridge.

4.0 DRAINAGE CONCEPTS FOR PROPOSED DEVELOPMENT

The overall drainage concept for the area includes routing offsite flows around the development, and collecting and routing onsite flows through the detention pond. The pond will serve for peak flow attenuation and for water quality. In order to minimize the volume of surface water being treated, the offsite runoff from the ski terrain area will be routed around the site by means of swales and underground storm drains. This will eliminate the mixing of onsite and offsite flows and the potential for mixing of constituents produced onsite with flows from offsite. In addition, routing these flows around the project site will minimize the volume of flows through the development and through the proposed treatment systems. One exception is that runoff from OS-1 (described further in the next section). This basin would be physically difficult to re-route around the proposed development. Thus flows will be routed through the proposed development and into the proposed detention pond. The flows from OS-1 are small and will have a minimal impact on the detention pond and drainage structure.

The majority of drainage from approximately 602 acres of uphill tributary area is transported under Ski Hill Road via an existing 48-inch storm sewer. This pipe is undersized for the 100-year flows and will thus be upsized a 60" pipe. This pipe will be realigned through the new development in order to accommodate the subgrade parking areas. The pipe outlet will be located in the current location (downhill side of Ski Hill Road) as shown on the appended Peak 8 Drainage Master Plan drawing. Estimates of the maximum velocity based solely on the diameter and length of pipe indicate that the velocity at the outlet will remain close to velocities under existing conditions.

Peak flow reduction for the onsite 100-year event will be achieved by routing the runoff through the appropriately sized detention pond. Surface water will be collected via swales, curb and gutter, and storm sewer and will ultimately be diverted to the detention pond located to the east and downhill of Ski Hill Road.



In addition to the detention pond, pretreatment will also be provided with the proposed snow storage areas. A ten (10) foot strip of land running parallel to Ski Hill Road, between the road and detention basin is designated as snow storage. This area will be lined with a porous pavement and sloped back toward the road to a road side pan. Melt water will runoff from the snow piles to the pan and be directed into the detention pond. Sands in the snow piles will be dropped and left within this 10 foot strip. The porous pavement will facilitate infiltration of ponded water while providing a solid surface to access with construction equipment for cleaning. The porous material will consist of crushed, recycled asphalt or semi-solid paver.

4.1 OFFSITE DRAINAGE AREAS

This plan proposes to collect and divert most of the offsite drainage from uphill around the development area (with the exception of one basin). There are six offsite basins that contribute flow to the area of proposed development, which are shown on the drainage basin map appended to this report.

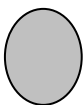
The six basins are numbered starting at the northwest most basin and proceeding counter clockwise towards the southwest. **OS-1** is a 17.7 acre basin located to the north and west of the proposed development. The topography of this basin directs flows to the proposed development. The best solution for dealing with the runoff from OS-1 is to collect it along with the flows from the proposed development and route it through the proposed detention pond.

OS-2 is located to the southwest of OS-1. The majority of runoff from this 47.8 acre basin is captured in a grate inlet (existing inlet C-1) located approximately 450' northwest of the Colorado Super Chair. The grate inlet is connected to 24" CMP which confluent with the 48" CMP further down the hillside.

Offsite basins **OS-3** and **OS-4** drain from west to east and are the largest of the six basins being 163 and 344 acres each. Flow from OS-3 is intercepted by a large grate inlet that is located approximately 1,430' upstream from the Colorado Super Chair. This inlet feeds a 24" CMP that connects to the existing 48" CMP further downhill. Based on visual observation OS-3 intercepts a steady flow of groundwater.

Runoff from **OS-4** generally runs overland as surface flow. Some runoff is intercepted by a series of swales and inlets (existing inlets B-1 and B-2) located close to the base area. A larger grate inlet located further up the ski area is proposed as part of this master drainage plan to intercept flows and reduce the amount of overland flows that will require collection at the base area. The proposed inlet would be sized to collect the majority of flow from basin OS-4 and would connect to the proposed 60" line that will be located under that proposed development.

Basin **OS-5** is located to the east of OS-4 and south of the proposed development. Runoff from this 47.3 acre basin is currently intercepted by a drainage swale that drains to a grate inlet located near the gondola walkway. This basin flows from southwest towards the northeast. Under proposed conditions this basin will have runoff collected in a series of inlets located in the general vicinity of the existing swale. The inlets will connect to the 60" main storm sewer line.



The smallest of the six basins is **OS-6**, which is 8.0 acres. Runoff from this basin flows from the south to the north into the existing upper parking lot and administration building area. It is proposed to capture the flows from this basin in a large swale and direct the runoff to the east of the buildings and under Ski Hill Road via a culvert. The proposed outlet is the location of the existing detention pond on the downhill side of Ski Hill Road.

Waterbars are present on the ski hill, above site. These bars are used to intercept some of the offsite flows, diverting the water around the proposed development to the north and south, away from the main on-site swale. Under proposed conditions water bars will continue to be used to direct flows but may require some modifications to insure collection of flows into the central storm sewer.

The swale capacities for diverting the offsite flows are based on the 100-year, 24-hour storm. In addition, a snowmelt component is added to the peak flow for sizing the infrastructure. This is intended to simulate a rain-on-snow event and is being added to this site specifically because of the sites' location at the base of the ski area.

4.2 CRITERIA

The criteria and standards that are employed for this DMP address both water quantity and water quality. Water quality criteria center on the protection of water quality of the surface water tributary to Cucumber Gulch and the Preventive Management Area (PMA). The primary criteria for water quality established by the Town of Breckenridge require 90% retention of particles that are greater than 0.005mm (fine silts) during a 5-year storm water runoff event. Both rainfall and snowmelt are considered for the water quality criteria. The Town of Breckenridge drainage criterion also requires storm sewer infrastructure be sized for the 10-year storm, and peak flow reduction is provided for the 100-year storm.

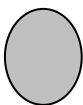
5.0 HYDROLOGY

5.1 OFFSITE HYDROLOGY

Approximately 628 acres, or 0.98 square miles, of drainage area are tributary to the proposed development. The contributing flows have been subdivided into six basins; OS-1 through OS-6. Stormwater runoff flows from the offsite basins are estimated using two methods: the SCS Method and the Rational Method. Two separate computer programs are utilized to perform the calculations; HEC-HMS (US Army Corps of Engineers, 1995) and "Hydroflow" by Intellisolve. Input parameters and methods were selected in order to duplicate, as far as possible, the parameters and methods used in the Master Drainage Plan developed for the Town of Breckenridge (Lenzotti and Fullerton, 1988).

The basins tributary to the development site are modeled for the 100-year, 24-hour event with the interception/infiltration process being approximated using the Soil Conservation Service (SCS) curve number method. Parameters in the model that matched the Master Plan include a minimum curve number of 60, an initial abstraction of 1.33 inches, and the same 24-hour rainfall distribution based on the SCS Type-II storm of 3.1 inches. Parameters that varied from the Master Plan are attributed to the different geometry of the basin tributary to the development area; including basin size, slope and flow lengths.

Estimated rainfall losses are based on the curve number methodology developed by the SCS. The soils mapped within the offsite basins are grouped into the SCS hydrologic types B or C,



with predominant type being Group B. Initially each unit was assigned a curve number based on a weighted average of the present soil types and land use/cover classification. The values used to develop the weighted CN numbers are shown in Table 5.1.

Table 5.1 SCS Curve Numbers

Soil Group	Forest	Meadow/Alpine	Park/Golf Course
B	55	58	61
C	70	71	74

For the Breckenridge Master Drainage Plan, a calibration was performed in an effort to more accurately represent the conditions in the Blue River Valley. Based on that calibration effort, a CN value of 60 was used for all basins modeled with the SCS method. To maintain consistency between studies, these values are incorporated into this study.

The percent impervious used in the rainfall-runoff models for both the Breckenridge Master Drainage Plan and this study is 0.01%. While this value may seem low, it is used to represent the percent of the drainage basin that contains directly connected impervious areas not already accounted for in the curve number land use. In the case of offsite basins, this is essentially zero.

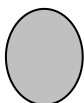
Two attributes are required to model rainfall in a basin; the total volume and the distribution of how the rain occurs over the basin. Rainfall volumes are estimated from the NOAA Atlas 2 Volume III maps. A hyetograph is used to represent the pattern of rainfall intensities.

The rainfall intensities used in this model for the Cucumber Gulch basin are the same as those used for the Breckenridge Master Drainage Plan. The distribution follows that of a Type II SCS storm with slight modification to adjust the rainfall volumes for specific time intervals from the NOAA Atlas II Volume III values for the local area. The Breckenridge Blue River Valley specific distribution used for this study is contained in Appendix II for the 100-year storm (total depth of 3.1 inches). The rainfall runoff calculations are detailed in Appendix II and the results are summarized in Table 5.2.

Snowmelt is added to the storm water peak and is determined using the U.S. Army Corps of Engineers procedures for Temperature Index Solutions. In addition, data from the CO 06K24S Copper SNOTEL site is utilized for determining water equivalent of snow pack in the month of May and typical temperature ranges. Snowmelt runoff estimate calculations are contained in Appendix II and the results are summarized in Table 5.2.

The SCS method is generally used for basins larger than 40 acres with limited development while the Rational Method is used for the smaller, highly developed basins. Due to the nature of the assumptions incorporated into each method, for a given basin close to 40 acres, the SCS Method would produce a smaller peak with a larger volume and the Rational Method would produce a larger peak with a smaller volume.

The SCS method was used to estimate the peak flow rates for OS-2, OS-3, OS-4 and OS-5. The Rational Method was used to estimate the peak flow for the other basins; OS-1 and OS-6. The results are summarized in Table 5.2. Basin OS-5 is close to the cusp between the SCS Method and the Rational Method in regards to basin size. For this reason, the basin was modeled using both methods, the results for the 10-year storm for the Rational Method will be



used to design the inlets for this basin. This value is 46.2 cfs, which is higher than the SCS method results for the 100-year storm.

5.2 STORM SEWER FOR OFFSITE FLOWS

As mentioned previously, there is an existing storm sewer system in place on the ski area and through the existing development. Sheet 3 – Existing Storm Sewer is appended to this report. This shows the plans for the storm sewer as it exists today. Field observations verified the presence of the following:

- Inlet A-1: this grate inlet captures the runoff from basin OS-3
- Inlet C-1: this grate inlet capture the runoff from basin OS-2 uphill from the Colorado and Rocky Mountain Super Chairs
- Inlets B-1 and B-2: these grate inlets are located at the base of the Colorado Super chair just uphill from the loading platform and collects runoff from basin OS-4
- Manholes A-1 through A-7: Manholes A-3 through A-7 were buried approximately 1' – 3'. It is recommended that the manholes be raised to provide easier access to the system and also to prevent a large depression in the ground where the manholes were recently excavated in order to survey the invert elevations.

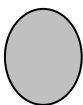
The proposed development includes relocating the storm sewer system and increasing the size of the main stem from 48" to 60". The new system will tie into the existing system near manhole A-3. It is recommended that an additional inlet and CMP be installed within basin OS-4 to capture the runoff further uphill and reduce the amount of flow needed to be captured at the Colorado Super Chair and Chair 5. The approximate location for the proposed inlet and culvert is shown on Sheet 2 and 3 in appended plan pocket. It is in the general vicinity of the second lift stanchion of Chair 5, just downhill from a willow stand. The proposed culvert will tie into a new manhole and connected to the proposed 60" storm sewer.

TABLE 5.2 SUMMARY OF OFFSITE RAINFALL RUNOFF FOR DEVELOPED CONDITIONS

Basin	Area (acres)	Rainfall Q100 (cfs)	Snowfall Q100 (cfs)	Total Design Q100 (cfs)
OS-1	17.7	25.2	2.2	27.4
OS-2	47.8	13.5	5.9	19.4
OS-3	163.0	49.3	20.3	69.6
OS-4	344.0	78.9	42.8	121.7
OS-5	47.3	13.5	5.9	19.4
OS-5*	47.3	59.8	5.9	65.7
OS-6	8.0	13.6	1.0	14.6

*OS-5 flows based on Rational method

Under existing conditions, the outlet of the 48" storm sewer (which transports flow from OS-2 through OS-5) is located near the north side of the proposed detention pond. This area is protected from erosion with 2' to 3' boulders for approximately 150' to an area where a natural channel transports the flows to a series of ponds. The 48" storm sewer will be upgraded to a 60" storm sewer, and the outlet location will remain as is under current conditions. The hydraulic grade line for the 60 inch storm sewer is presented in Appendix III and is calculated to generate minimum rim elevations and pipe velocities for use in the detailed design of the storm sewer.



5.2 ONSITE RUNOFF

The onsite area, Basin A-1, is calculated as a single basin for all phases of development, for the purpose of determining total flows and detention pond sizing. As the site is developed, this basin will be subdivided into smaller basins depending on the final configurations and grading of the individual sites. The point of analysis/exit for the flows generated from the A-1 basin is a 50' wide weir that will serve as the outlet of the proposed detention basin as noted on the Drainage Master Plan Sheet 2 appended to this report. This is the location where the onsite basins must drain to and connect with the central system in order to direct flows properly into the detention and water quality pond.

Onsite peak flows for the 5-year, 10-year and 100-year rainfall events are calculated using "Hydroflow" by Intellisolve software to execute the Rational Method. A conservative time of concentration of 5 minutes was assumed for this area. The Rational Method parameters are estimated based on the Town of Breckenridge storm drainage standards and intensity-duration curves using NOAA Atlas 2, Volume III for Colorado. Curve numbers are calculated based on a weighting of the percent impervious area and pervious areas. In order to design a conservative drainage system, the Rational Method was used to estimate the peak runoff values, while the SCS method was used to estimate the runoff volumes, as each method predicts the larger numbers respectively.

Sizing of stormwater detention for full build-out impervious cover was estimated based on the proposed site foot print shown on a sketch prepared by O'Bryan Partnership, Inc. dated April 11, 2007. A system of swales, curbs, and pipes will convey the flows into the detention pond for peak flow attenuation. Results of the 5-, 10-, and 100-year rainfall analyses are summarized below.

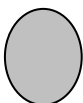
TABLE 6.1 SUMMARY OF ONSITE RAINFALL RUNOFF FOR DEVELOPED CONDITIONS, INFLOW TO THE DETENTION POND

Basin	Area (acres)	Impervious %	Q ₅ (cfs)	Q ₁₀ (cfs)	Q ₁₀₀ (cfs)
A-1	15.48	55%	46.2	55.2	81.9

Design of on-site storm sewer shall be performed in conjunction with the site plan development. Storm sewer sizes shall be based on the 10-year event with overflow capabilities for the 100 year. The overflow and storm sewer flows from the on-site basins must be directed into the detention pond.

6.0 PROPOSED DETENTION

Detention for all proposed development in Basin A-1 will be provided in the detention pond located east and downhill of Ski Hill Road. This is an ideal location in that the detention pond is below the proposed development and able to capture and collect surface water from the entirety of the proposed development area. Pond sizing is based on dimensions and volumes required to maintain the existing-conditions 100-year peak flow under developed conditions. Routing details and pond dimension are described in detail below.



The 100-year storm flows will be released from the detention pond over a 50 ft wide level concrete weir. The weir will be used to disperse flows laterally and minimize exit velocities. This design is used in lieu of a level spreader due to the limit area and close proximity to the PMA. Riprap will be placed on the downstream side of the embankment below the weir to further reduce velocities and to provide erosion protection.

Flows less than the 100-year storm and greater than the 5-year storm will be released through a culvert set in the embankment of the detention pond. The culvert will connect to a 60" manhole which will be used for sampling and monitoring purposes.

Under existing conditions, the outlet of the 48" storm sewer (which transports flow from OS-2 through OS-5) is located near the north side of the proposed detention pond. This area is protected from erosion with 2' to 3' boulders for approximately 150' to an area where a natural channel transports the flows to a series of ponds. The 48" storm sewer will be upgraded to a 60" storm sewer, however, the outlet location and erosion protection will remain as is under current conditions. In order to minimize impacts and disturbance to the PMA, the flows from the detention pond which will be released over the 50' weir will be directed towards the existing riprap area.

Access to the pond will be provided from Ski Hill Road for maintenance and sediment removal. The lowest areas of the pond will be designed to collect sediment and provide a suitable base for maintenance equipment. Suitable wetland and upland vegetation will be planted above the access road. The proposed layout of the detention pond and outlet structure details are included and shown on the appended drawings.

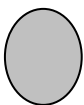
For the purpose of performing the routing analysis, infiltration in the pond is assumed to be negligible. The timing of the runoff events exceeds the infiltration capacity and/or the soils could be frozen, as is the case during snowmelt runoff. Under thawed or unclogged conditions percolation rates are estimated to be between 20 and 60 minutes per inch.

6.1 WATER QUALITY DETENTION VOLUMES

The detention pond is sized for the entire site for rainfall runoff. Snowmelt runoff is assumed to be insignificant as this is a high traffic area that will have the snow removed during the winter. While there will be some runoff of the snow stacks melt, it will not be large enough compared to rainfall runoff to warrant a separate study.

A swath of land on the north side of Ski Hill Road will be designated for snow stacking. This swath will be graded to allow runoff to flow back toward the road. From there snowmelt will runoff to the pan between Ski Hill Road and the snow stack area. The runoff will travel east along Ski Hill Road to a swale located on the west side of the maintenance entrance to the detention pond. The swale will direct the runoff to the detention pond. The goal of this design is to allow the capture and removal of sediment from the road prior to entrance in the detention pond.

The flow peak and total volume of the 5-year rainfall runoff are calculated to size the treatment facilities to insure meeting the Town standards for water quality which is a 90% trap efficiency of particles at or larger than .005 mm during the 5-year storm event. The 5-year rainfall event volume is calculated using the SCS CN method, yielding a runoff volume of 1.02 acre feet. Note that a total volume of approximately 1.02 acre-feet is provided below the



outlet structure, which exceeds what is needed to totally contain the 5-year rainfall event. Thus the pond volume will provide 100 % retention of the 5-year rainfall event which exceeds the Town criteria.

6.2 100-YEAR STORM WATER ATTENUATION

The Town of Breckenridge's drainage criteria requires attenuation of storm water runoff from developed conditions during the 100-year storm event. Attenuation rates must be equal to or less than the 100-year event calculated for existing conditions. Volumes and flow rates from these events are calculated for the development area using the Rational Method (largest peak estimate) and the pond routing routine in Hydroflow. Hydroflow output summaries including input parameters are presented in the Appendix II.

The runoff derived from Basin A-1 will also include runoff generated from offsite basin OS-1. For the 100-year rainfall storm, existing conditions at A-1 and OS-2 will yield a peak flow rate of 83.9 cfs. Under proposed conditions, the 100-year peak will be increased 88.4 cfs. Flows for the 100-year storm will be routed through the proposed detention pond (described below) and released at a rate of 37.2 cfs.

TABLE 6.2 SUMMARY OF ONSITE RAINFALL RUNOFF FOR DEVELOPED CONDITIONS

Basins	Existing Conditions Q_{100} (cfs)	Proposed Conditions Q_{100} (cfs)	Routed Proposed Conditions Q_{100} (cfs)
A-1 & OS-1	88.7	93.2	37.2

Based on the topography in the area and the above detention requirements, the proposed detention pond is designed with the following dimensions. The bottom of the pond is at elevation 9910, its total depth is 6 feet with a crest elevation at 9916, and the total pond volume is 1.90 acre-feet. A 50' wide level concrete weir is designed for the control of the pond outlet works. The bottom of the weir notch (invert) is at elevation 9913.6, 3.6 feet above the bottom of the pond. The 100-year storm event reaches a maximum elevation of 9913.96, allowing for approximately 2-feet of freeboard on the proposed pond. The detention pond and outlet works, as described above, are used to detain and attenuate the peak flow from the 100-year flood under proposed conditions. The peak flow rate from proposed conditions including routing the flow through the detention pond is estimated at 37.2 cfs. The outfall area will be protected against erosion with the appropriately sized cobble / boulders and vegetation. The outflow discharge for proposed conditions is well below the peak flow under existing conditions. Results of all detention analyses for water quality and flood attenuation are summarized below.

7.0 FLOODPLAIN ISSUES

The project site lies with Zone D as shown on the Town of Breckenridge community Panel 080172 0003 C dated Jun 30, 1998. Zone D is defined as areas in which flood hazards are undetermined.

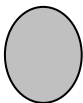


TABLE 6.3 SUMMARY OF DETENTION ROUTING RESULTS

Detention Basin	5-year storm	100-year storm
Volume required	1.02 ac-ft	1.81 ac-ft
Max. elevation	9913.40 ft	9913.96 ft
Max depth	3.40 ft	3.96 ft
Peak Outflow	0 cfs	37.2 cfs

8.0 STORM SEWER DESIGN

The final design of the Peak 8 development will need to conform to the overall design outlined in this drainage master plan. As each phase is finalized, the individual storm sewer systems will need to be designed to convey the runoff to the main detention pond located on the east side of Ski Hill Road.

The primary system will be designed for the 100-year storm and the secondary system will be designed for the 10-year storm.

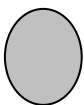
There are four main components to the primary storm system described below and shown on Sheet 2 in the attached plan pocket.

1. The existing 48" storm sewer that transports flows from OS-2 through OS-5 under the proposed development.
2. The storm sewer connecting the central development (estimated construction in 2007/2008) to the detention pond.
3. The storm sewer connecting the east development to the detention pond.
4. The storm sewer connection the west development to the detention pond.

The carrying capacities of a range of culvert sizes are shown in Table 8.1. This table assumes inlet control and that the culvert is made of corrugated metal pipe, with a head water to flow depth ratio is approximately 1.5. This table should be used as a guideline in designing culverts; however, final calculations should be performed to assure the assumed conditions are met or other detailed calculations should be performed if these conditions do not hold true.

TABLE 8.1 SUMMARY OF DETENTION ROUTING RESULTS

Culvert Diameter (in)	HW/D	Discharge (cfs)
18	1.5	10
24	1.5	20
36	1.5	55



8.1 STORM SEWER FOR OS-2 THROUGH OS-5

An existing 48" storm sewer collects and transports runoff from OS-2 through OS-5 under Ski Hill Road and outlets on the east side of the road. The outlet is protected from erosion by area of 2' to 3' boulders. After traveling over the boulders, the runoff meanders in small streams for approximately 200 feet into a series of small ponds.

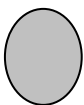
The drainage master plan includes an upgrade to the storm sewer near the uphill side of the development from 48" to 60". The larger storm sewer will provide an increase in safety factor in the event of the culvert becoming blocked. This design includes an analysis of the hydraulic grade line, important in the design and location of the manholes in connection with the underground parking and other structures. The outlet will remain in the same location however, outlet improvements are recommended for additional energy dissipation.

9.0 SUMMARY AND CONCLUSIONS

This Drainage Master Plan, including the water quality criteria established for this project can be achieved through the detention ponds as shown on the grading and drainage master plan contained in Appendix I. Volumes provided in the detention pond exceed those required to meet peak flow reduction and water quality treatment for both snowmelt and rainfall storm events. All drainage features meet or exceed the criteria set by the Town of Breckenridge for drainage and water quality.

The detention pond must be maintained regularly. Maintenance will be addressed in detail in the Stormwater Management Plan, which will be prepared under a separate cover. The detention pond will be landscaped above the access road with appropriate wetlands and uplands vegetation. This will provide stability to the pond, increase nutrient uptake through the plant material, and improve the aesthetics of the pond.

Offsite runoff from the ski hill, tributary to the project site will be captured and diverted around the site (with the exception of flows from OS-1 which will be routed through the development). Onsite storm flows are presented for the Vail Resorts site plan. All storm sewer pipes and culverts will be a minimum of 18 inch diameter, or equivalent. Storm sewer-related infrastructure will be designed when a final future footprint of the Peak 8 area is prepared. Details of these features shall be included in the construction drawings for the site improvements.



9.0 REFERENCES

Alpine Engineering Inc. (AEI). March and July 2001. *Preliminary On-site Stormwater Quality/Quantity Evaluation and Stormwater Management Plan for Breckenridge Ski Resort Peaks 7 & 8 Development.*

Center for Watershed Protection. August, 1997. *Stormwater BMP Design Supplement for Cold Climates.*

Intellisolve, 1998, "Hydrographs for Windows"

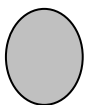
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National Oceanic and Atmospheric Administration (NOAA) Atlas 2, Volume III-Colorado Precipitation Frequency Atlas, 1973.

National Weather and Climate Center (NWCC). SNOTEL Site Data. www.wcc.nrcs.usda.gov

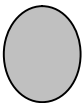
Town of Breckenridge. 1987. *Breckenridge Storm Drainage Ordinance.*

Town of Breckenridge. 1987. *Breckenridge Water Quality and Sediment Transport Control Ordinance.*



APPENDIX I

OFF SITE HYDROLOGY





Client: PEAK 8 MASTER DRAINAGE PLAN Job No.: 4796-016-03 Sheet 1 of 6
 Description: RUNOFF CALCULATIONS Designed By: ALB Date: 8-6-07
 Checked By: _____ Date: _____

Off site Basin Hydrology

DS-1: Located to the northwest of the base area in the general vicinity of the existing Bergen hoff Restaurant.

AREA: 17.7 acres = 0.028 mi²

Time of Concentration for SCS Method

Sheet flow

Manning's n

= 0.05

Flow length

= 300'

2-yr, 24 hr storm

= 2"

Slope 60' / 300'

= 20%

$$T_t = \frac{0.007 (nL)^{0.8}}{(P_2)^{0.5} \cdot S^{0.4}}$$

$T_t = 4.9 \text{ min}$

Shallow concentrated flow

Flow length

= 1875'

Slope 340' / 1875'

= 18.1%

Surface description

= short grasses

✓

= 3.0 ft/s

$$T_t = L/V$$

(from Fig 3.1)

$T_t = 10.4 \text{ min}$

Channel flow: no obvious channel flow in this basin

$T_c = 15.3 \text{ min}$

Using HEC-HMS with initial abstraction = 1.33" CN = 60
 % impervious = 0.01% ; Type II distribution
 tailored to Breckenridge; results are

$Q_5 = 0.05 \text{ cfs}$

$Q_{10} = 0.31 \text{ cfs}$

$Q_{100} = 5.9 \text{ cfs}$

Using Rational Method with $C = 0.3$ (results from Hydroflow Hydrographs)

$Q_5 = 14.2 \text{ cfs}$

$Q_{10} = 17.0 \text{ cfs}$

$Q_{100} = 25.2 \text{ cfs}$



Client: PEAK 8 MASTER DRAINAGE PLAN Job No.: 4796-016-03 Sheet 2 of 6
 Description: RUNOFF CALCULATIONS Designed By: AJB Date: 8-6-07
 Checked By: _____ Date: _____

Off-site Basin Hydrology

DS-2 - located to the northwest of the base area

Area = 47.8 acres - 0.075 mi²

Time of Concentration:

Sheet flow:

assumed Manning's $n = 0.05$

flow length = 300 ft

2-yr, 24-hr rain = 2" (from NOAA Atlas)

Slope = 40/300 = 13.3%

$T_t = 5.8$ min

$$T_t = \frac{0.007(nL)^{0.8}}{(P_2)^{0.5} S^{0.4}}$$

Shallow concentrated flow:

Flow length = 2,340'

Slope = 420'/2340' = 17.9%

Surface description = Short grasses

$V = 3.0$ ft/s (from Fig 3.1)

$T_t = 13.0$ min

$$T_t = L/V$$

Channel Flow:

Channel xsec area = 160 ft²

Wetted Perimeter = 80.4 ft

Slope 170/1000 = 17%

Flow length = 1000'

$T_t = 0.9$ min

$$V = \frac{1.49}{n} R^{2/3} S^{1/2}$$

$$T_t = L/V$$

$T_c = 19.7$ min

Using HEC-HMS with initial abstraction = 1.33", CN=60, %impervious = 0.01% & Type II distribution tailored to Breckenridge, results are

$Q_5 = 0.13$ cfs

$Q_{10} = 0.72$ cfs

$Q_{100} = 13.5$ cfs

Using Rational Method with $C=0.3$, i from T_c & Breckenridge IDF curve, the results from Hydroflow Hydrographs are:

$Q_5 = 25.5$ cfs

$Q_{10} = 30.4$ cfs

$Q_{100} = 45.1$ cfs



Client: PEAK 8 MASTER DRAINAGE PLAN Job No.: 4796-016-03 Sheet 3 of 6
 Description: RUNOFF CALCULATIONS Designed By: ALB Date: 8-6-07
 Checked By: _____ Date: _____

DS-3: The northern most of the two largest offsite basins, located to the west of the proposed development.

Area: 163.0 acres = 0.255 mi²

Time of Concentration

Sheet Flow:

$$\begin{aligned} \text{Manning's } n &= 0.05 & T_t &= \frac{0.007(nL)^{0.8}}{(P_2)^{0.5}(S)^{0.4}} \\ \text{Flow length} &= 300' \\ \text{2-yr, 24-hr rain} &= 2" \\ \text{Slope } 90'/300' &= 30\% \\ & T_t = 4.2 \text{ min} \end{aligned}$$

Shallow Concentrated flow:

$$\begin{aligned} \text{Flow length} &= 2370' & T_t &= L/V \\ \text{Slope } 700'/2370' &= 29.9\% \\ \text{Surface Description} &= \text{short grasses} \\ &= 3.80 \text{ ft/s (from fig 3.1)} \\ & T_t = 10.4 \text{ min} \end{aligned}$$

Channel Flow:

$$\begin{aligned} \text{Channel xsec area} &= 160 \text{ ft}^2 & V &= \frac{1.49}{n} R^{2/3} S^{1/2} \\ \text{Wetted perimeter} &= 80 \text{ ft} \\ \text{Slope } 760'/3730' &= 20.4\% & T_t &= L/V \\ \text{Flow length} &= 3730' \\ & T_t = 2.9 \text{ min} \end{aligned}$$

$$T_c = 17.5 \text{ min}$$

Using HEC-HMS with initial abstraction = 1.33", CN = 60, % impervious = 0.01% & Type II distribution tailored to Breckenridge, results are:

$$Q_5 = 0.45 \text{ cfs}$$

$$Q_{10} = 2.65 \text{ cfs}$$

$$Q_{100} = 49.31 \text{ cfs}$$



Client: PEAK 8 MASTER DRAINAGE PLAN Job No.: 4796-016-03 Sheet 4 of 6
 Description: RUNOFF CALCULATIONS Designed By: ALB Date: 8-6-07
 Checked By: _____ Date: _____

DS-4 The southern basin of the two large basins located to the west of the Peak 8 development area.

AREA: 344.0 acres = 0.538 mi²

Time of Concentration

Sheet Flow:

Manning's n value = 0.05

Flow length = 300'

2-yr 24 hr storm = 2"

Slope = 120'/300' = 40%

$T_t = 3.7 \text{ min}$

$$T_t = \frac{0.007 (nL)^{0.8}}{(P_2)^{0.5} (S)^{0.4}}$$

Shallow concentrated flow:

Flow length

= 4170'

$T_t = L/V$

Slope 1200'/4170'

= 28.8%

Surface description

= short grasses

= 3.7 ft/s

(from Fig 3.1)

$T_t = 18.5 \text{ min}$

Channel Flow

Channel xsec area

= 160 ft²

$$V = \frac{1.49}{n} R^{2/3} S^{1/2}$$

Wetted perimeter

= 80 ft

Slope 1040'/5210'

= 19.9%

$T_t = L/V$

Flow length

= 5210'

$T_t = 4.1 \text{ min}$

$T_c = 26.4 \text{ min}$

Using HEC-HMS with initial abstraction = 1.33" CN=60, % impervious = 0.01% & Type II distribution tailored to Breckinridge, results are:

$Q_5 = 0.93 \text{ cfs}$

$Q_{10} = 4.25 \text{ cfs}$

$Q_{100} = 78.9 \text{ cfs}$

Routing DS-2, 3 & 4 together yields: $Q_5 = 1.50 \text{ cfs}$ $Q_{10} = 7.19 \text{ cfs}$ $Q_{100} = 173.6 \text{ cfs}$



Client: PEAK 8 MASTER DRAINAGE PLAN Job No.: 4796-016-03 Sheet 5 of 6
 Description: RUNOFF CALCULATIONS Designed By: ALB Date: 8-6-07
 Checked By: _____ Date: _____

DS-5 A smaller basin located to the south west of the proposed development.

AREA: 47.3 acres = 0.074 mi²

Time of Concentration:

Sheet Flow

Manning's n	= 0.05	$T_t = \frac{0.007(nL)^{0.8}}{(P_2)^{0.5}(S)^{0.4}}$
Flow length	= 300'	
2-yr, 24-hr storm	= 2"	
Slope, 40'/300'	= 13.3%	
$T_t = 5.8 \text{ min}$		

Shallow Concentrated Flow

Flow length	= 2320'	$T_t = L/V$
Slope, 400'/2320'	= 17.2%	
Surface Description	= short grasses	
V	= 2.90 ft/s (from Fig 3.1)	
$T_t = 13.3$		

Channel Flow: no obvious channel flow in this basin

$$T_c = 19.1 \text{ min}$$

Using HEC HMS with initial abstraction = 1.33", CN=60, % impervious = 0.01% & Type II distribution tailored to Breckenridge, results are:

$$Q_5 = 0.13 \text{ cfs}$$

$$Q_{10} = 0.7 \text{ cfs}$$

$$Q_{100} = 13.5 \text{ cfs}$$

Using Rational Method with C=0.3, i from T_c & Breckenridge IDF curve, the results from Hydroflow Hydrographs are:

$$Q_5 = 33.8 \text{ cfs}$$

$$Q_p = 40.3 \text{ cfs}$$

$$Q_{100} = 59.8 \text{ cfs}$$

Client: PEAK 8 MASTER DRAINAGE PLANJob No.: A796-016-03Sheet 6 of 6Description: RUNOFF CALCULATIONSDesigned By: ALBDate: 8-6-07

Checked By: _____

Date: _____

OS-6 This is the smallest of the five basins. It is located to the south west of the proposed development.

AREA : 8.0 acres = 0.012 mi²

Time of Concentration:

Sheet Flow

Manning's n = 0.05
 Flow length = 300'
 2-yr, 24-hr storm = 2"
 Slope 40'/300' = 13.3 %
 $T_t = 5.9 \text{ min}$

$$T_t = \frac{0.007(nL)^{0.8}}{P_2^{0.5} S^{0.4}}$$

Shallow Concentrated Flow

Flow length = 750'
 Slope 120'/750' = 16 %
 Surface description = short grasses
 $V = 2.75 \text{ ft/s (from Fig 3.1)}$
 $T_t = 4.5 \text{ min}$

$$T_t = L/V$$

Channel Flow: no obvious channel flow in this basin

$$T_c = 10.4 \text{ min}$$

$$Q = CiA$$

$$C = 0.3$$

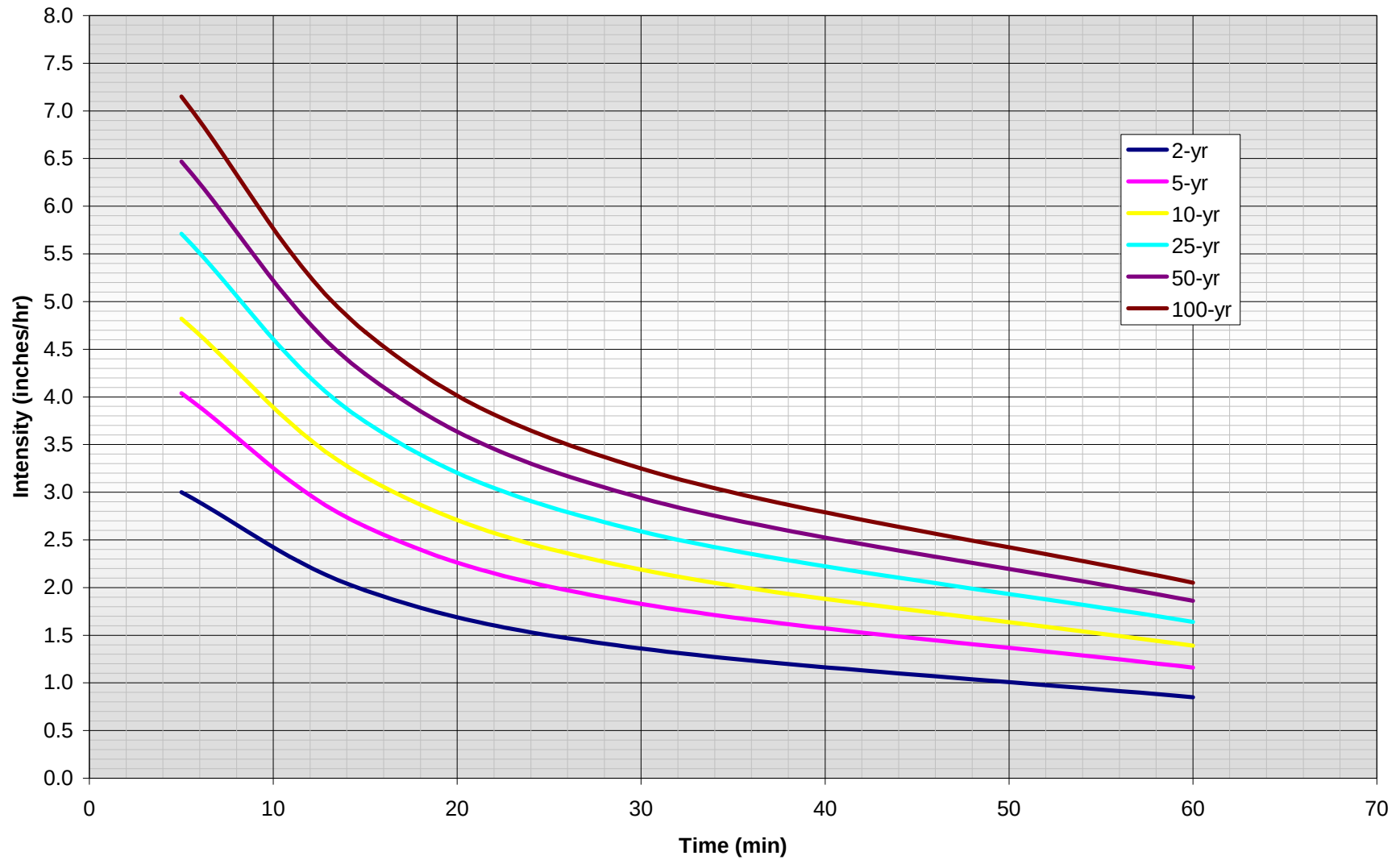
i = is based on the IDF curve for Breckenridge and the time of concentration

A = drainage area

Results from Hydroflow Hydrographs (Rational Method)

$$Q_5 = 7.7 \text{ cfs} \quad Q_{10} = 9.2 \text{ cfs} \quad Q_{100} = 13.6 \text{ cfs}$$

IDF Curve for Peak 8



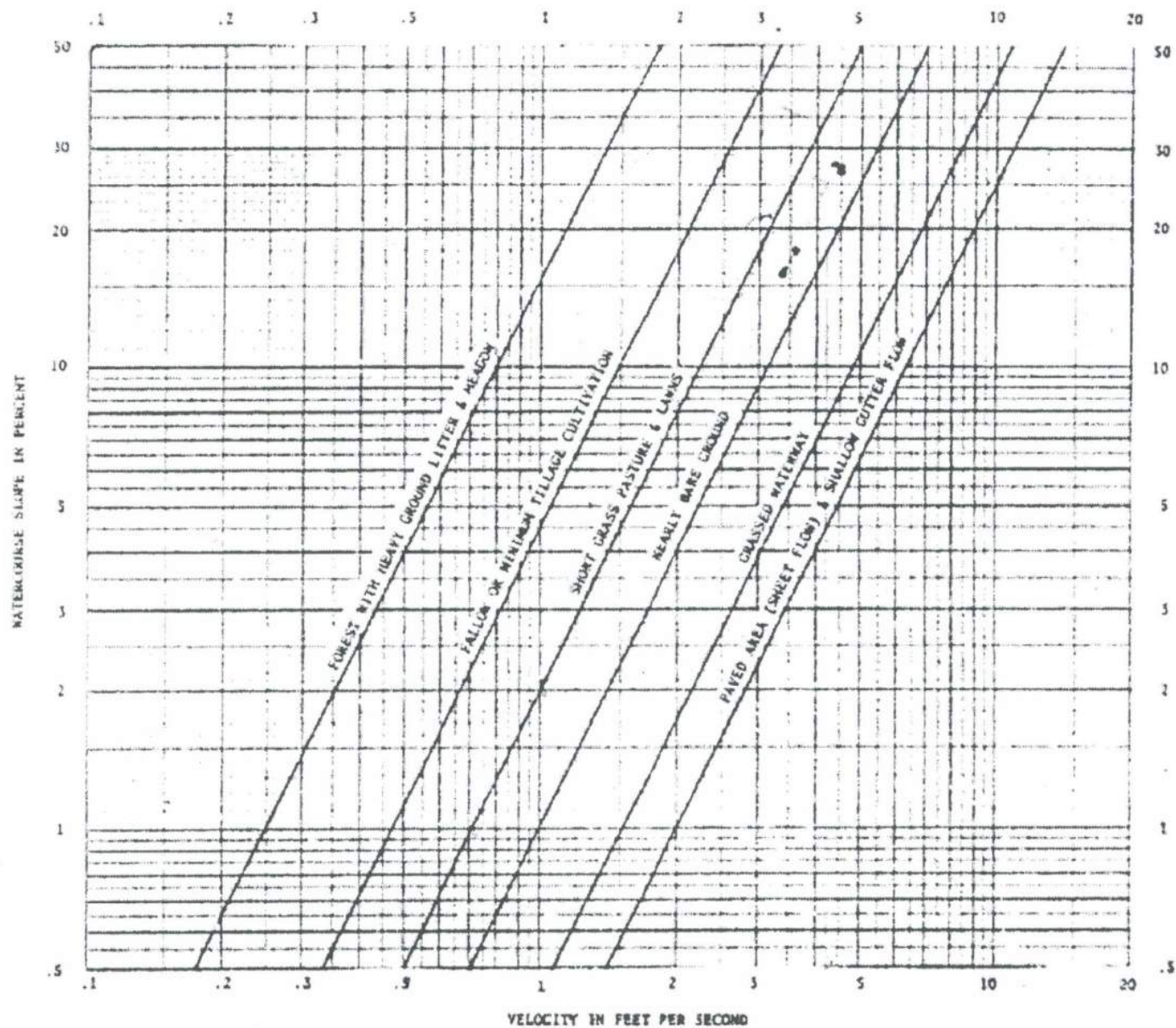


Figure 3.1 Average Velocities for Estimating Travel Time for Shallow Concentrated Flow

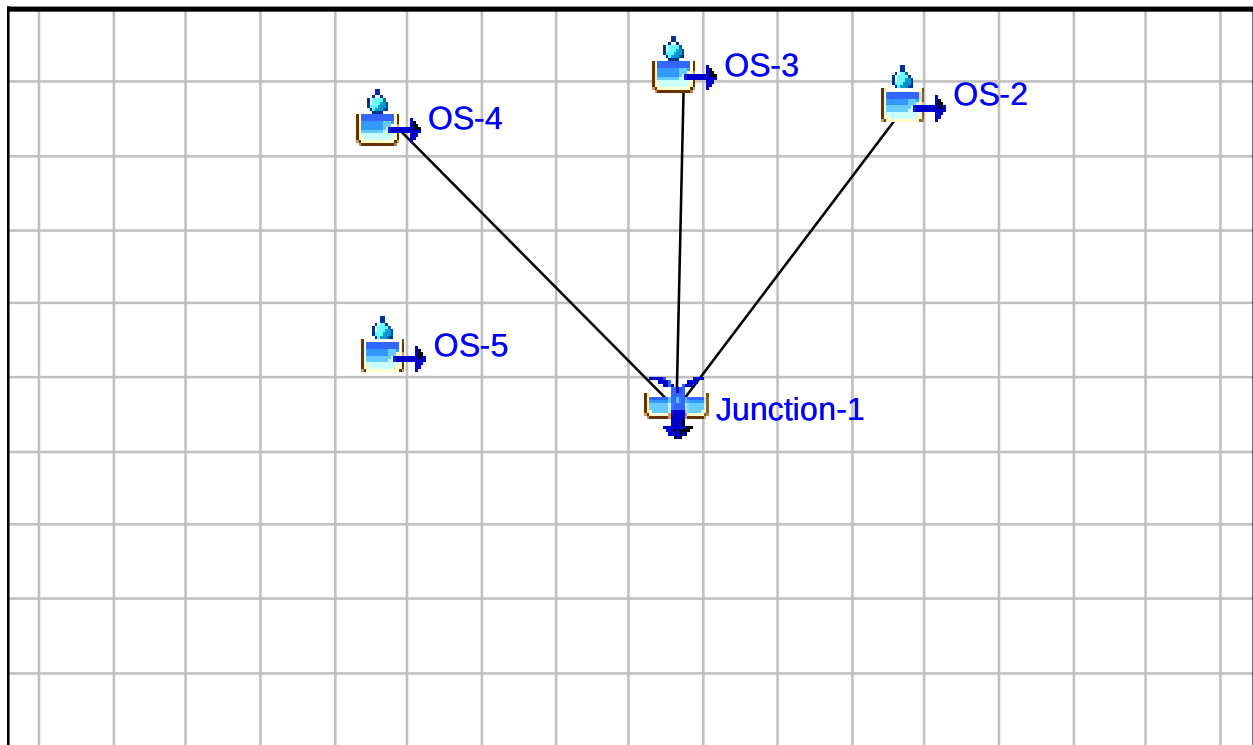


HEC-HMS

Project : Revised Peak 8

Basin Model : Revised Peak 8

Aug 20 17:32:05 MDT 2007



Project: Revised Peak 8 Simulation Run: 100-yr runoff

Start of Run: 01Jan2000, 00:00	Basin Model: Revised Peak 8
End of Run: 02Jan2000, 00:15	Meteorologic Model: 100-yr 24-hr rain
Compute Time: 20Aug2007, 17:31:44	Control Specifications: peak 8

Volume Units: IN

Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Junction-1	0.8680	133.65	01Jan2000, 12:36	0.37
OS-2	0.0750	13.45	01Jan2000, 12:34	0.37
OS-3	0.2550	49.31	01Jan2000, 12:31	0.37
OS-4	0.5380	78.90	01Jan2000, 12:41	0.37
OS-5	0.0740	13.54	01Jan2000, 12:33	0.37

Project: Revised Peak 8 Simulation Run: 10-yr runoff

Start of Run:	01Jan2000, 00:00	Basin Model:	Revised Peak 8
End of Run:	02Jan2000, 00:15	Meteorologic Model:	10-yr 24-hr rain
Compute Time:	20Aug2007, 17:32:40	Control Specifications:	peak 8

Volume Units: IN

Hydrologic Element	Drainage Area (MI ²)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Junction-1	0.8680	7.19	01Jan2000, 12:46	0.06
OS-2	0.0750	0.72	01Jan2000, 12:43	0.06
OS-3	0.2550	2.65	01Jan2000, 12:41	0.06
OS-4	0.5380	4.25	01Jan2000, 12:50	0.06
OS-5	0.0740	0.73	01Jan2000, 12:42	0.06

Project: Revised Peak 8 Simulation Run: 5-yr runoff

Start of Run:	01Jan2000, 00:00	Basin Model:	Revised Peak 8
End of Run:	02Jan2000, 00:15	Meteorologic Model:	5-yr 24-hr rain
Compute Time:	20Aug2007, 17:33:05	Control Specifications:	peak 8

Volume Units: IN

Hydrologic Element	Drainage Area (MI ²)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Junction-1	0.8680	1.50	01Jan2000, 16:15	0.03
OS-2	0.0750	0.13	01Jan2000, 16:12	0.03
OS-3	0.2550	0.45	01Jan2000, 16:10	0.03
OS-4	0.5380	0.93	01Jan2000, 16:21	0.03
OS-5	0.0740	0.13	01Jan2000, 16:12	0.03

Hydrograph Return Period Recap

Hyd. No.	Hydrograph type (origin)	Inflow Hyd(s)	Peak Outflow (cfs)								Hydrograph description
			1-Yr	2-Yr	3-Yr	5-Yr	10-Yr	25-Yr	50-Yr	100-Yr	
1	Rational	-----	-----	10.60	-----	14.24	17.01	-----	-----	25.22	OS-1
2	Rational	-----	-----	18.96	-----	25.48	30.45	-----	-----	45.14	OS-2
3	Rational	-----	-----	25.12	-----	33.75	40.33	-----	-----	59.79	OS-5
4	Rational	-----	-----	5.73	-----	7.70	9.20	-----	-----	13.64	OS-6
6	Rational	-----	-----	32.53	-----	43.70	52.23	-----	-----	77.42	A-1 Existing
7	Rational	-----	-----	34.43	-----	46.26	55.28	-----	-----	81.95	A-1 Proposed Rain
9	SCS Runoff	-----	-----	2.37	-----	7.94	11.39	-----	-----	32.29	A-1 Proposed Rain
10	SCS Runoff	-----	-----	8.04	-----	16.08	20.52	-----	-----	45.20	A-1 Proposed Snow
11	SCS Runoff	-----	-----	15.24	-----	25.07	30.18	-----	-----	57.19	A-1 Proposed Rain on Snow
13	Combine	2, 6,	-----	37.27	-----	50.07	59.84	-----	-----	88.71	A-1 and OS-1 Existing
15	Combine	2, 7,	-----	39.17	-----	52.63	62.89	-----	-----	93.24	A-1 Prop and OS-1
17	Reservoir	15	-----	0.00	-----	0.03	9.81	-----	-----	37.16	A-1 Prop & OS-1
Proj. file: peak 8 MDP.gpw										Run date: 08-20-2007	



13



17



Hydrograph Summary Report

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to peak (min)	Volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Maximum storage (cuft)	Hydrograph description
1	Rational	14.24	1	15	12,815	----	-----	-----	OS-1
2	Rational	25.48	1	20	30,576	----	-----	-----	OS-2
3	Rational	33.75	1	19	38,478	----	-----	-----	OS-5
4	Rational	7.70	1	10	4,619	----	-----	-----	OS-6
6	Rational	43.70	1	5	13,111	----	-----	-----	A-1 Existing
7	Rational	46.26	1	5	13,879	----	-----	-----	A-1 Proposed Rain
9	SCS Runoff	7.94	1	717	16,832	----	-----	-----	A-1 Proposed Rain
10	SCS Runoff	16.08	1	717	30,308	----	-----	-----	A-1 Proposed Snow
11	SCS Runoff	25.07	1	716	44,021	----	-----	-----	A-1 Proposed Rain on Snow
13	Combine	50.07	1	5	43,687	2, 6,	-----	-----	A-1 and OS-1 Existing
15	Combine	52.63	1	5	44,455	2, 7,	-----	-----	A-1 Prop and OS-1
17	Reservoir	0.03	1	40	1,673	15	9913.40	44,444	A-1 Prop & OS-1
Proj. file: peak 8 MDP.gpw				Return Period: 5 yr				Run date: 08-20-2007	

Hydrograph Summary Report

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to peak (min)	Volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Maximum storage (cuft)	Hydrograph description
1	Rational	17.01	1	15	15,313	----	-----	-----	OS-1
2	Rational	30.45	1	20	36,538	----	-----	-----	OS-2
3	Rational	40.33	1	19	45,980	----	-----	-----	OS-5
4	Rational	9.20	1	10	5,520	----	-----	-----	OS-6
6	Rational	52.23	1	5	15,668	----	-----	-----	A-1 Existing
7	Rational	55.28	1	5	16,584	----	-----	-----	A-1 Proposed Rain
9	SCS Runoff	11.39	1	717	22,803	----	-----	-----	A-1 Proposed Rain
10	SCS Runoff	20.52	1	717	38,426	----	-----	-----	A-1 Proposed Snow
11	SCS Runoff	30.18	1	716	53,403	----	-----	-----	A-1 Proposed Rain on Snow
13	Combine	59.84	1	5	52,205	2, 6,	-----	-----	A-1 and OS-1 Existing
15	Combine	62.89	1	5	53,122	2, 7,	-----	-----	A-1 Prop and OS-1
17	Reservoir	9.81	1	34	9,560	15	9913.73	49,190	A-1 Prop & OS-1
Proj. file: peak 8 MDP.gpw				Return Period: 10 yr				Run date: 08-20-2007	

Hydrograph Summary Report

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to peak (min)	Volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Maximum storage (cuft)	Hydrograph description
1	Rational	25.22	1	15	22,701	----	-----	-----	OS-1
2	Rational	45.14	1	20	54,166	----	-----	-----	OS-2
3	Rational	59.79	1	19	68,164	----	-----	-----	OS-5
4	Rational	13.64	1	10	8,183	----	-----	-----	OS-6
6	Rational	77.42	1	5	23,227	----	-----	-----	A-1 Existing
7	Rational	81.95	1	5	24,586	----	-----	-----	A-1 Proposed Rain
9	SCS Runoff	32.29	1	717	60,460	----	-----	-----	A-1 Proposed Rain
10	SCS Runoff	45.20	1	717	85,294	----	-----	-----	A-1 Proposed Snow
11	SCS Runoff	57.19	1	715	104,253	----	-----	-----	A-1 Proposed Rain on Snow
13	Combine	88.71	1	5	77,393	2, 6,	-----	-----	A-1 and OS-1 Existing
15	Combine	93.24	1	5	78,752	2, 7,	-----	-----	A-1 Prop and OS-1
17	Reservoir	37.16	1	24	35,189	15	9913.96	52,554	A-1 Prop & OS-1
Proj. file: peak 8 MDP.gpw				Return Period: 100 yr				Run date: 08-20-2007	

DRAINAGE BASIN GENERAL INFORMATION								
ID	Area (ft ²)	Area (ac)	Area (mi ²)	Tc (min)	Analysis Method	Peak Flows including Snowmelt (cfs)		
						5-yr	10-yr	100-yr
OS-1	769,732	17.7	0.028	15.4	Rational	16.4	19.2	27.4
OS-2	2,080,722	47.8	0.075	19.7	SCS with modified hyetograph	6.0	6.6	19.4
OS-3	7,099,433	163.0	0.255	17.5	SCS with modified hyetograph	20.8	23.0	69.6
OS-4	14,985,071	344.0	0.538	26.4	SCS with modified hyetograph	44.3	50.0	121.7
OS-5	2,059,951	47.3	0.074	19.1	SCS with modified hyetograph	6.0	6.6	19.4
OS-5*	2,059,951	47.3	0.074	19.1	Rational	39.7	46.2	65.7
OS-6	348,387	8.0	0.012	10.3	Rational	8.7	10.2	14.6
A-1	674,526	15.5	0.024		Rational	43.7	52.2	77.4
A-1	674,526	15.5	0.024		Rational	46.3	55.3	82.0

* See explanation in the Master Drainage Plan report regarding the analysis of OS-5.

Basin OS-1	
RATIONAL METHOD INPUT PARAMETERS	
Drainage Area = 17.7 acres = 0.028 mi ²	
C value 0.30 (assume unimproved area)	
TIME OF CONCENTRATION CALCULATIONS	
Sheet Flow	
Manning's n =	0.05
Flow Length =	300 ft
2-yr, 24-hr storm =	2 in
Slope 60/300 =	20 %
Tt =	4.9 min
Shallow Concentrated Flow	
Flow Length	1875 ft
Slope	18.1 %
Surface Description	short grass
V	3.0 ft/s
Tt =	10.4 min
Channel Flow	
Channel Xsec Area	N/A ft ²
Wetted Perimeter	N/A ft
Flow Length	N/A ft
Slope	N/A %
Manning's n	N/A
V	N/A ft/s
Tt =	0 min
Tc =	15.3 min
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA	
At the proposed project site and adjacent basin use data from CO 06K24S Copper	
Snotel site (May) temperature range typically 0 to 6° C	
Water Equivalent average (for 27 years) 14.7" in May (5/1)	
Water Equivalent average (for 27 years) 3.1" in June (6/1)	
May melt = 14.7-3.1 = 11.6" in 31 days = 0.37 in/day	
Volume over 0.028 sq mi = 23,773 ft ³ /day	
Assume 6-hr melt with peak at 3 hrs (see melt hydrograph)	
$Q_{\text{peak}} = \{23,773 \text{ ft}^3/\text{day}\} / \{(3 \text{ hrs}) \cdot (3600 \text{ s/hr})\} = 2.2 \text{ cfs}$	
$Q_{\text{peak snowmelt}} = 2.2 \text{ cfs}$	
<i>This is slightly greater than estimated during temperature index solution</i>	
RESULTS	
$Q_{100\text{-yr storm}} = 25.2 \text{ cfs}$ (from Rational Method)	
$Q_{10\text{-yr storm}} = 17.0 \text{ cfs}$ (from Rational Method)	
$Q_{5\text{-yr storm}} = 14.2 \text{ cfs}$ (from Rational Method)	
$Q_{\text{total}} = Q_{\text{peak snowmelt}} + Q_{\text{peak rainfall}}$	
$Q_{\text{total}} = 2.2 \text{ cfs} + 25.2 \text{ cfs}$	
$Q_{100\text{-yr total}} = 27.4 \text{ cfs}$	
$Q_{10\text{-yr total}} = 19.2 \text{ cfs}$	
$Q_{5\text{-yr total}} = 16.4 \text{ cfs}$	

Basin OS-2	
HEC-HMS / SCS METHOD INPUT PARAMETERS	
<i>Values derived from the Town of Breckenridge Drainage Master Plan (Dec 29, 1988, revised April 6, 1993)</i>	
Drainage Area =	47.8 acres = 0.075 mi ²
Initial Abstraction =	1.33 inches
% imperviousness =	0.01%
SCS Curve No =	60
Total Rainfall (100-yr, 24-hr storm) =	3.1 inches
Rainfall Intensity Curve =	Modified SCS Type II Curve
TIME OF CONCENTRATION CALCULATIONS	
Sheet Flow	
Manning's <i>n</i> =	0.05
Flow Length =	300 ft
2-yr, 24-hr storm =	2 in
Slope 40/300 =	13.3 %
Tt =	5.8 min
Shallow Concentrated Flow	
Flow Length	2340 ft
Slope	19.7 %
Surface Description	short grass
V	3.0 ft/s
Tt	13.0 min
Channel Flow	
Channel Xsec Area	160 ft ²
Wetted Perimeter	80 ft
Flow Length	1000 ft
Slope	17 %
Manning's <i>n</i>	0.05
V	19.5 ft/s
Tt	0.9 min
Tc	19.7 min
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA	
At the proposed project site and adjacent basin use data from	CO
06K24S Copper	
Snotel site (May) temperature range typically 0 to 6° C	
Water Equivalent average (for 27 years) 14.7" in May (5/1)	
Water Equivalent average (for 27 years) 3.1" in June (6/1)	
May melt = 14.7-3.1 = 11.6" in 31 days = 0.37 in/day	
Volume over 0.075 sq mi = 64,200 ft ³ /day	
Assume 6-hr melt with peak at 3 hrs (see melt hydrograph)	
$Q_{peak} = \{64,200 \text{ ft}^3/\text{day}\} / \{(3 \text{ hrs}) * (3600 \text{ s/hr})\} = 5.9 \text{ cfs}$	
$Q_{peak \text{ snowmelt}} = 5.9 \text{ cfs}$	
<i>This is slightly greater than estimated during temperature index solution</i>	
RESULTS	
$Q_{100\text{-yr storm}} = 13.5 \text{ cfs}$ (from HEC-HMS / SCS Method)	
$Q_{10\text{-yr storm}} = 0.72 \text{ cfs}$ (from HEC-HMS / SCS Method)	
$Q_{5\text{-yr storm}} = 0.13 \text{ cfs}$ (from HEC-HMS / SCS Method)	
$Q_{total} = Q_{peak \text{ snowmelt}} + Q_{peak \text{ rainfall}}$	
$Q_{total} = 5.9 \text{ cfs} + 13.5 \text{ cfs}$	
$Q_{100\text{-yr total}} = 19.4 \text{ cfs}$	
$Q_{10\text{-yr total}} = 6.6 \text{ cfs}$	
$Q_{5\text{-yr total}} = 6.0 \text{ cfs}$	

Basin OS-3	
HEC-HMS / SCS METHOD INPUT PARAMETERS	
<i>Values derived from the Town of Breckenridge Drainage Master Plan (Dec 29, 1988, revised April 6, 1993)</i>	
Drainage Area =	163.0 acres = 0.255 mi ²
Initial Abstraction =	1.33 inches
% imperviousness =	0.01%
SCS Curve No =	60
Total Rainfall (100-yr, 24-hr storm) =	3.1 inches
Rainfall Intensity Curve =	Modified SCS Type II Curve
TIME OF CONCENTRATION CALCULATIONS	
Sheet Flow	
Manning's <i>n</i> =	0.05
Flow Length =	300 ft
2-yr, 24-hr storm =	2 in
Slope 90/300 =	30 %
Tt =	4.2 min
Shallow Concentrated Flow	
Flow Length	2370 ft
Slope	29.9 %
Surface Description	short grass
V	3.8 ft/s
Tt	10.4 min
Channel Flow	
Channel Xsec Area	160 ft ²
Wetted Perimeter	80 ft
Flow Length	20.4 ft
Slope	3730 %
Manning's <i>n</i>	0.05
V	21.4 ft/s
Tt	2.9 min
Time (T_c) = 17.5 min	
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA	
At the proposed project site and adjacent basin use data from CO 06K24S Copper	
Snotel site (May) temperature range typically 0 to 6° C	
Water Equivalent average (for 27 years) 14.7" in May (5/1)	
Water Equivalent average (for 27 years) 3.1" in June (6/1)	
May melt = 14.7-3.1 = 11.6" in 31 days = 0.37 in/day	
Volume over 0.255 sq mi = 218,925 ft ³ /day	
Assume 6-hr melt with peak at 3 hrs (see melt hydrograph)	
$Q_{peak} = \{218,925 \text{ ft}^3/\text{day}\} / \{(3 \text{ hrs}) \times (3600 \text{ s/hr})\} = 20.3 \text{ cfs}$	
Q_{peak snowmelt} = 20.3 cfs	
<i>This is slightly greater than estimated during temperature index solution</i>	
RESULTS	
Q_{100-yr storm} = 49.3 cfs	(from HEC-HMS / SCS Method)
Q_{10-yr storm} = 2.7 cfs	(from HEC-HMS / SCS Method)
Q_{5-yr storm} = 0.5 cfs	(from HEC-HMS / SCS Method)
Q_{total} = Q_{peak snowmelt} + Q_{peak rainfall storm}	
Q_{total} = 20.3 cfs + 80.7 cfs	
Q_{100-yr total} = 69.6 cfs	
Q_{10-yr total} = 23.0 cfs	
Q_{5-yr total} = 20.8 cfs	

Basin OS-4	
HEC-HMS INPUT PARAMETERS	
<i>Values derived from the Town of Breckenridge Drainage Master Plan (Dec 29, 1988, revised April 6, 1993)</i>	
Drainage Area =	344.0 acres = 0.538 mi ²
Initial Abstraction =	1.33 inches
% imperviousness =	0.01%
SCS Curve No =	60
Total Rainfall (100-yr, 24-hr storm) =	3.1 inches
Rainfall Intensity Curve =	Modified SCS Type II Curve
TIME OF CONCENTRATION CALCULATIONS	
Sheet Flow	
Manning's <i>n</i> =	0.05
Flow Length =	300 ft
2-yr, 24-hr storm =	2 in
Slope 120/300 =	40 %
Tt =	3.7 min
Shallow Concentrated Flow	
Flow Length	4170 ft
Slope	28.8 %
Surface Description	short grass
V	3.7 ft/s
Tt	18.5 min
Channel Flow	
Channel Xsec Area	160 ft ²
Wetted Perimeter	80 ft
Flow Length	19.9 ft
Slope	5210 %
Manning's <i>n</i>	0.05
V	21.2 ft/s
Tt	4.1 min
Time (T_c) =	26.3 min
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA	
At the proposed project site and adjacent basin use data from CO 06K24S Copper	
Snotel site (May) temperature range typically 0 to 6° C	
Water Equivalent average (for 27 years) 14.7" in May (5/1)	
Water Equivalent average (for 27 years) 3.1" in June (6/1)	
May melt = 14.7-3.1 = 11.6" in 31 days = 0.37 in/day	
Volume over 0.538 sq mi = 462,026 ft ³ /day	
Assume 6-hr melt with peak at 3 hrs (see melt hydrograph)	
$Q_{peak} = \{462,026 \text{ ft}^3/\text{day}\} / \{(3 \text{ hrs}) \cdot (3600 \text{ s/hr})\} = 42.8 \text{ cfs}$	
Q_{peak snowmelt} =	42.8 cfs
RESULTS	
Q_{100-yr storm} =	78.9 cfs (from HEC-HMS)
Q_{10-yr storm} =	7.2 cfs (from HEC-HMS)
Q_{5-yr storm} =	1.5 cfs (from HEC-HMS)
Q_{total} =	Q_{peak snowmelt} + Q_{peak rainfall storm}
Q_{total} =	42.8 cfs + 78.9 cfs
Q_{100-yr total} =	121.7 cfs
Q_{10-yr total} =	50.0 cfs
Q_{5-yr total} =	44.3 cfs

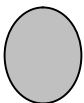
Basin OS-5	
RATIONAL METHOD INPUT PARAMETERS	
Drainage Area = 47.3 acres = 0.074 mi ²	
C value 0.30 (assume unimproved area)	
TIME OF CONCENTRATION CALCULATIONS	
Sheet Flow	
Manning's n =	0.05
Flow Length =	300 ft
2-yr, 24-hr storm =	2 in
Slope 40/300 =	13.3 %
Tt =	5.8 min
Shallow Concentrated Flow	
Flow Length	2320 ft
Slope	17.2 %
Surface Description	short grass
V	2.9 ft/s
Tt	13.3 min
Channel Flow	
Channel Xsec Area	N/A ft ²
Wetted Perimeter	N/A ft
Flow Length	N/A ft
Slope	N/A %
Manning's n	N/A
V	N/A ft/s
Tt	0 min
Time (T_c) =	19.1 min
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA	
At the proposed project site and adjacent basin use data from CO 06K24S Copper	
Snotel site (May) temperature range typically 0 to 6° C	
Water Equivalent average (for 27 years) 14.7" in May (5/1)	
Water Equivalent average (for 27 years) 3.1" in June (6/1)	
May melt = 14.7-3.1 = 11.6" in 31 days = 0.37 in/day	
Volume over 0.074 sq mi = 63,528 ft ³ /day	
Assume 6-hr melt with peak at 3 hrs (see melt hydrograph)	
$Q_{peak} = \{63,529 \text{ ft}^3/\text{day}\} / \{(3 \text{ hrs}) \cdot (3600 \text{ s/hr})\} = 5.9 \text{ cfs}$	
Q_{peak snowmelt} =	5.9 cfs
RESULTS	
Q_{100-yr storm} =	59.8 cfs (from Rational Method)
Q_{10-yr storm} =	40.3 cfs (from Rational Method)
Q_{5-yr storm} =	33.8 cfs (from Rational Method)
Q_{total} =	Q_{peak snowmelt} + Q_{peak rainfall}
Q_{total} =	5.9 cfs + 59.8 cfs
Q_{100-yr total} =	65.7 cfs
Q_{10-yr total} =	46.2 cfs
Q_{5-yr total} =	39.7 cfs

Basin OS-5	
HEC-HMS INPUT PARAMETERS	
<i>Values derived from the Town of Breckenridge Drainage Master Plan (Dec 29, 1988, revised April 6, 1993)</i>	
Drainage Area =	47.3 acres = 0.074 mi ²
Initial Abstraction =	1.33 inches
% imperviousness =	0.01%
SCS Curve No =	60
Total Rainfall (100-yr, 24-hr storm) =	3.1 inches
Rainfall Intensity Curve =	Modified SCS Type II Curve
TIME OF CONCENTRATION CALCULATIONS	
Sheet Flow	
Manning's <i>n</i> =	0.05
Flow Length =	300 ft
2-yr, 24-hr storm =	2 in
Slope 120/300 =	13.3 %
Tt =	5.8 min
Shallow Concentrated Flow	
Flow Length	2320 ft
Slope	17.2 %
Surface Description	short grass
V	2.9 ft/s
Tt	13.3 min
Channel Flow	
Channel Xsec Area	N/A ft ²
Wetted Perimeter	N/A ft
Flow Length	N/A ft
Slope	N/A %
Manning's <i>n</i>	N/A
V	N/A ft/s
Tt	0 min
Time (T_c) = 19.1 min	
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA	
At the proposed project site and adjacent basin use data from CO 06K24S Copper	
Snotel site (May) temperature range typically 0 to 6° C	
Water Equivalent average (for 27 years) 14.7" in May (5/1)	
Water Equivalent average (for 27 years) 3.1" in June (6/1)	
May melt = 14.7-3.1 = 11.6" in 31 days = 0.37 in/day	
Volume over 0.074 sq mi = 63,528 ft ³ /day	
Assume 6-hr melt with peak at 3 hrs (see melt hydrograph)	
$Q_{peak} = \{63,529 \text{ ft}^3/\text{day}\} / \{(3 \text{ hrs}) * (3600\text{s/hr})\} = 5.9 \text{ cfs}$	
Q_{peak snowmelt} =	5.9 cfs
RESULTS	
Q_{100-yr storm} =	13.5 cfs (from HEC-HMS)
Q_{10-yr storm} =	0.7 cfs (from HEC-HMS)
Q_{5-yr storm} =	0.1 cfs (from HEC-HMS)
Q_{total} =	Q_{peak snowmelt} + Q_{peak rainfall storm}
Q_{total} =	5.9 cfs + 13.5 cfs
Q_{100-yr total} =	19.4 cfs
Q_{10-yr total} =	6.6 cfs
Q_{5-yr total} =	6.0 cfs

Basin OS-6	
RATIONAL METHOD INPUT PARAMETERS	
Drainage Area =	8.0 acers = 0.012 mi ²
C value	0.30 (assume unimproved area)
TIME OF CONCENTRATION CALCULATIONS	
Sheet Flow	
Manning's <i>n</i> =	0.05
Flow Length =	300 ft
2-yr, 24-hr storm =	2 in
Slope 40/300 =	13.3 %
T_t =	5.9 min
Shallow Concentrated Flow	
Flow Length	750 ft
Slope	16 %
Surface Description	short grass
V	2.75 ft/s
T_t	4.5 min
Channel Flow	
Channel Xsec Area	N/A ft ²
Wetted Perimeter	N/A ft
Flow Length	N/A ft
Slope	N/A %
Manning's <i>n</i>	N/A
V	N/A ft/s
T_t	0 min
Time (T_c) =	10.4 min
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA	
At the proposed project site and adjacent basin use data from	CO
06K24S Copper	
Snotel site (May) temperature range typically 0 to 6° C	
Water Equivalent average (for 27 years) 14.7" in May (5/1)	
Water Equivalent average (for 27 years) 3.1" in June (6/1)	
May melt = 14.7-3.1 = 11.6" in 31 days = 0.37 in/day	
Volume over 0.012 sq mi = 10,745 ft ³ /day	
Assume 6-hr melt with peak at 3 hrs (see melt hydrograph)	
$Q_{peak} = \{10,745 \text{ ft}^3/\text{day}\} / \{(3 \text{ hrs}) \cdot (3600 \text{ s/hr})\} = 1.0 \text{ cfs}$	
Q_{peak snowmelt} =	1.0 cfs
<i>This is slightly greater than estimated during temperature index solution</i>	
RESULTS	
Q_{100-yr storm} =	13.6 cfs (from Rational Method)
Q_{10-yr storm} =	9.2 cfs (from Rational Method)
Q_{5-yr storm} =	7.7 cfs (from Rational Method)
Q_{total} =	Q_{peak snowmelt} + Q_{peak rainfall}
Q_{total} =	1.0 cfs + 13.6 cfs
Q_{100-yr total} =	14.6 cfs
Q_{10-yr total} =	10.2 cfs
Q_{5-yr total} =	8.7 cfs

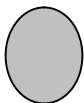
APPENDIX II

ON SITE HYDROLOGY



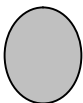
Incremental Rainfall Distribution for
Breckenridge Blue River Area

Time (min)	Percent of Rainfall (%)	Time (min)	Percent of Rainfall (%)
0.00	0.000	12.00	0.123
0.15	0.003	12.15	0.319
0.30	0.003	12.30	0.059
0.45	0.003	12.45	0.008
1.00	0.003	13.00	0.008
1.15	0.003	13.15	0.008
1.30	0.003	13.30	0.008
1.45	0.003	13.45	0.007
2.00	0.003	14.00	0.007
2.15	0.003	14.15	0.007
2.30	0.003	14.30	0.007
2.45	0.003	14.45	0.007
3.00	0.003	15.00	0.007
3.15	0.003	15.15	0.007
0.30	0.003	15.30	0.007
3.45	0.003	15.45	0.006
4.00	0.004	16.00	0.006
4.15	0.004	16.15	0.006
4.30	0.004	16.30	0.006
4.45	0.004	16.45	0.005
5.00	0.004	17.00	0.005
5.15	0.004	17.15	0.005
5.30	0.004	17.30	0.005
5.45	0.004	17.45	0.005
6.00	0.004	18.00	0.005
6.15	0.004	18.15	0.004
6.30	0.005	18.30	0.004
6.45	0.005	18.45	0.004
7.00	0.005	19.00	0.004
7.15	0.005	19.15	0.004
7.30	0.005	19.30	0.004
7.45	0.006	19.45	0.004
8.00	0.006	20.00	0.004
8.15	0.006	20.15	0.004
8.30	0.006	20.30	0.003
8.45	0.007	20.45	0.003
9.00	0.007	21.00	0.003
9.15	0.007	21.15	0.003
9.30	0.007	21.30	0.003
9.45	0.007	21.45	0.003



Incremental Rainfall Distribution for
Breckenridge Blue River Area

Time (min)	Percent of Rainfall (%)	Time (min)	Percent of Rainfall (%)
10.00	0.007	22.00	0.003
10.15	0.007	22.15	0.003
10.30	0.007	22.30	0.003
10.45	0.008	22.45	0.003
11.00	0.008	23.00	0.003
11.15	0.008	23.15	0.003
11.30	0.008	23.30	0.003
11.45	0.059	23.45	0.003
		24.00	0.003
		TOTAL	1.000



Basin A-1 Existing	
RATIONAL METHOD INPUT PARAMETERS	
Drainage Area =	15.48 acers
C value	0.7 (see calculations below)
Tributary Length =	400 ft
T _c (time of concentration) =	5 min
TIME OF CONCENTRATION CALCULATIONS	
OVERLAND FLOW	
Flow length =	400 ft
Top Elevation =	9,980 ft
Bottom Elevation =	9,935 ft
Slope =	13.8%
Velocity =	7.5 ft/s
From Fig 3-1 "average velocities for estimating travel time for overland flow" (attached)	
Time (T _c) =	5 min
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA	
It is assumed that the majority of snow is removed via plowing and shoveling from the existing parking lots, buildings and walkways and therefore it is not necessary to include snow melt in the runoff calculations	
RESULTS	
Q _{100-yr} =	77.4 cfs
Q _{10-yr} =	52.2 cfs
Q _{5-yr} =	43.7 cfs
V _{100-yr} =	0.53 acre-ft
V _{10-yr} =	0.36 acre-ft
V _{5-yr} =	0.30 acre-ft

EXISTING CONDITIONS				
	ft ²			
Total Impervious	315,121	46.7%	0.98	0.46
Total Pervious	359,405	53.3%	0.45	0.24
Weighted C =			0.70	

EXISTING CONDITIONS USE BREAKDOWN				
Building		Comments	C	Notes
SF	AC			
30	0.00	801	0.98	1
21,264	0.49	North	0.98	1
10,507	0.24	South	0.98	1
Paving and sidewalks				
18	0.00	801	0.98	3
12,541	0.29	N1	0.98	3
6,197	0.14	N2	0.98	3
Streets and Parking				
264,564	6.07	All	0.98	
TOTAL BASIN AREA				
ft ²	acres			
674526	15.48			
1. Based on ACAD design				
2. Based on sketch outlines				
3. Assumed based on 59% of building				

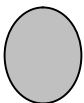
Basin A-1 Proposed	
RATIONAL METHOD INPUT PARAMETERS	
Drainage Area =	22.6 acers
C value	0.74 (assume unimproved area)
Tributary Length =	4,481 ft
T _c (time of concentration) =	21.3 min
TIME OF CONCENTRATION CALCULATIONS	
OVERLAND FLOW	
Flow length =	300 ft
Top Elevation =	9,980 ft
Bottom Elevation =	9,940 ft
Slope =	13.3%
Velocity =	7.5 ft/s
From Fig 3-1 "average velocities for estimating travel time for overland flow" (attached)	
Time (T _c) =	5 min
CHECK SNOWMELT ASSUMPTIONS USING SNOTEL DATA	
It is assumed that the majority of snow is removed via plowing and shoveling from the existing parking lots, buildings and walkways and therefore it is not necessary to include snow melt in the runoff calculations	
RESULTS	
Q _{100-yr} =	82.0 cfs
Q _{10-yr} =	55.3 cfs
Q _{5-yr} =	46.3 cfs
V _{100-yr} =	0.56 acre-ft
V _{10-yr} =	0.38 acre-ft
V _{5-yr} =	0.32 acre-ft

PROPOSED CONDITIONS				
	ft ²			
Total Impervious	371,912	55.1%	0.98	0.54
Total Pervious	302,614	44.9%	0.45	0.20
			Weighted C =	
			0.74	

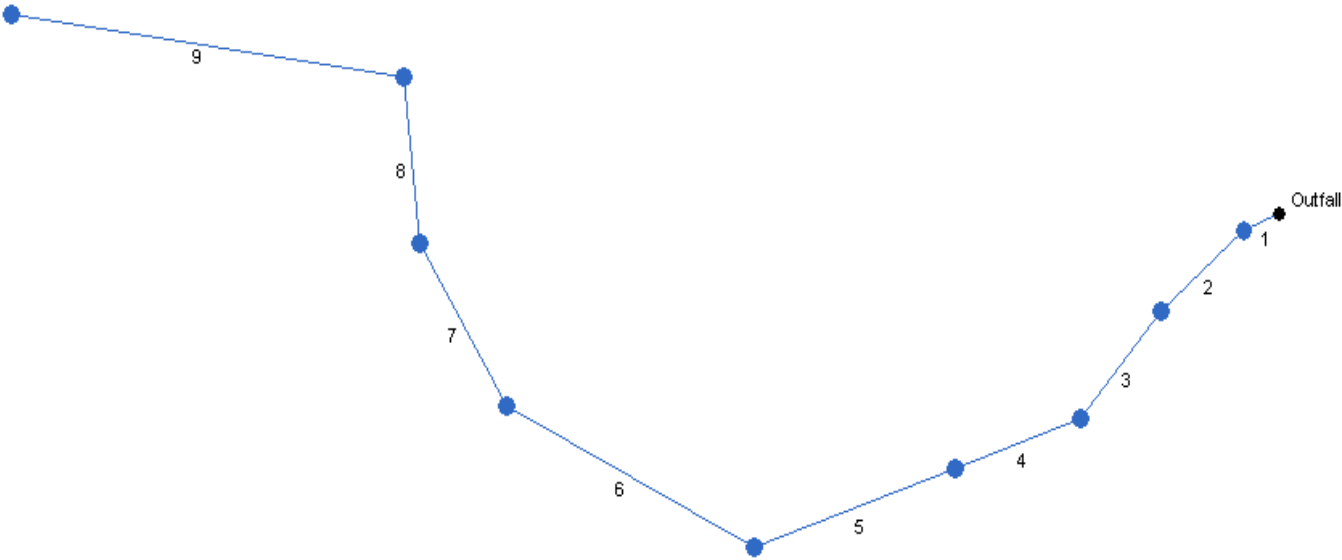
PROPOSED CONDITIONS USE BREAKDOWN				
Building		Comments	C	Notes
SF	AC			
53,783	1.23	801	0.98	1
28,414	0.65	N1	0.98	2
21,904	0.50	N2	0.98	2
675	0.02	N3	0.98	2
15,039	0.35	S1	0.98	2
16,741	0.38	S2	0.98	2
14,864	0.34	S3	0.98	2
Paving and sidewalks				
31,721	0.73	801	0.98	59%
16,758	0.38	N1	0.98	3
12,919	0.30	N2	0.98	3
398	0.01	N3	0.98	3
8,870	0.20	S1	0.98	3
9,874	0.23	S2	0.98	3
8,767	0.20	S3	0.98	3
Streets				
27,211	0.62	801	0.98	
35,264	0.81	North	0.98	
36,822	0.85	South	0.98	
31,888	0.73	Street	0.98	
1. Based on ACAD design				
2. Based on sketch outlines				
3. Assumed based on 59% of building				

APPENDIX III

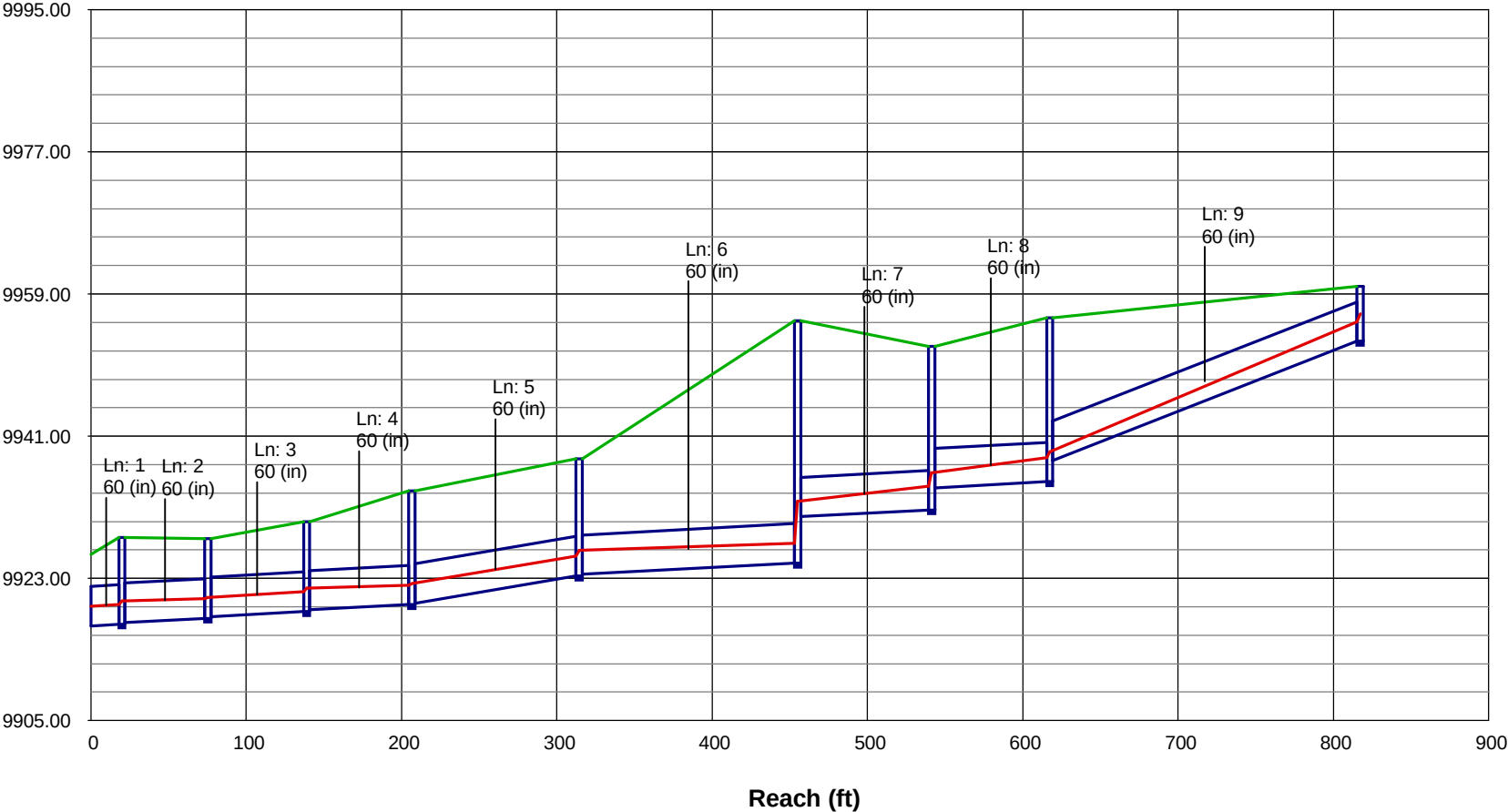
STORM SEWER ANALYSIS for 60" LINE



Hydraflow Plan View



Elev. (ft)



Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line size (in)	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line slope (%)	HGL down (ft)	HGL up (ft)	Minor loss (ft)	Dns line No.
9		211.0	60 c	200.0	9937.90	9953.00	7.550	9941.85	9957.05	2.38	8
8		211.0	60 c	76.0	9934.46	9935.22	1.000	9937.89	9939.99	1.86	7
7		211.0	60 c	86.3	9930.81	9931.67	0.997	9934.24	9936.40	0.84	6
6		211.0	60 c	140.6	9923.50	9924.94	1.024	9929.14*	9930.06*	0.81	5
5		211.0	60 c	107.7	9919.87	9923.30	3.185	9924.34	9927.35	1.79	4
4		211.0	60 c	67.9	9918.99	9919.67	1.001	9923.92	9924.02	0.32	3
3		211.0	60 c	63.7	9918.15	9918.79	1.005	9922.77	9922.84	1.07	2
2		211.0	60 c	55.3	9917.40	9917.95	0.995	9922.33	9922.47	0.30	1
1		211.0	60 c	19.9	9917.00	9917.20	1.006	9921.05	9921.25	1.07	End
Project File: P8 Storm 100-yr 60in.stm						Number of lines: 9			Run Date: 08-21-2007		
NOTES: c = circular; e = elliptical; b = box; Return period = 100 Yrs.; * Indicates surcharge condition.											

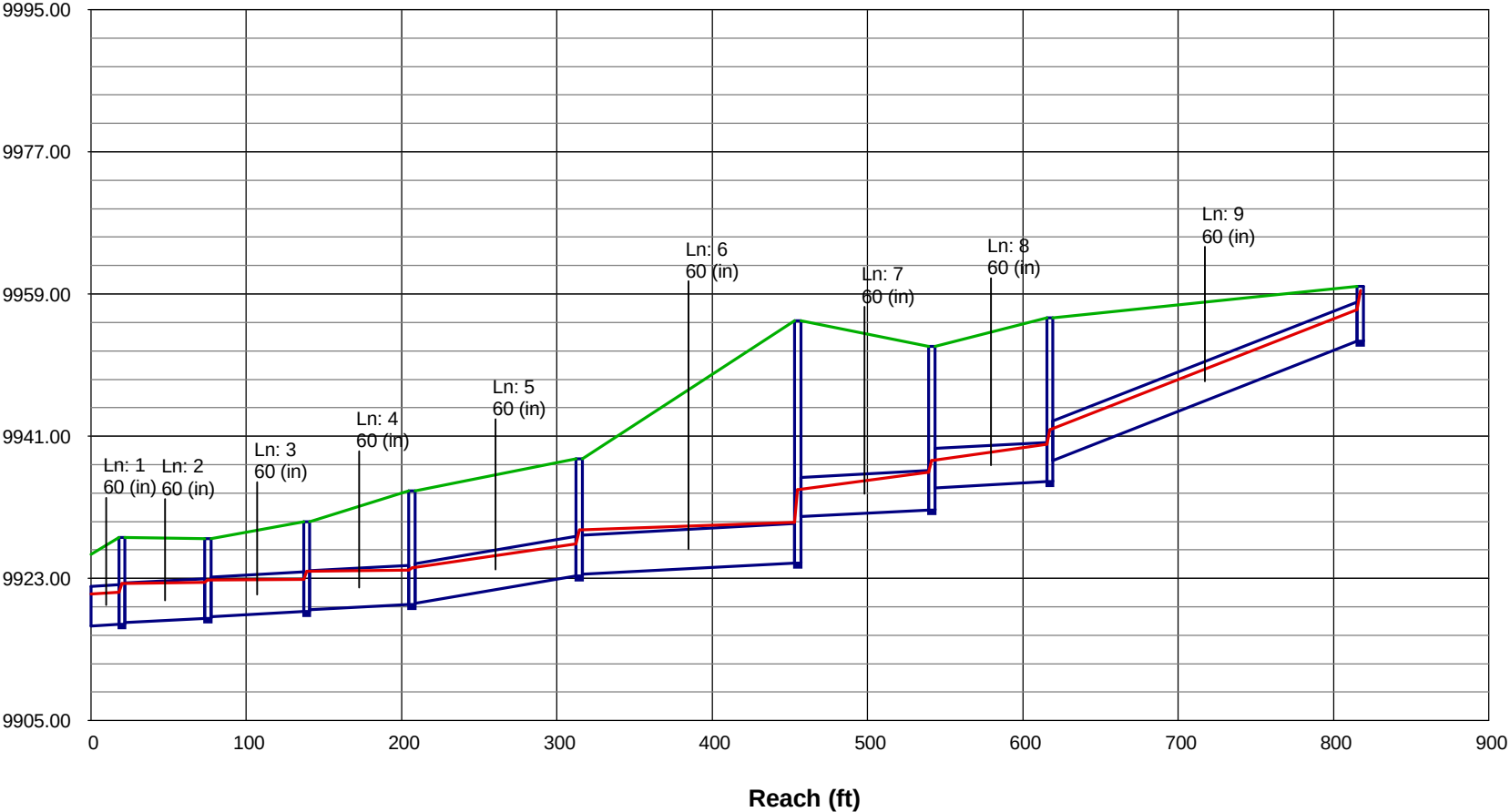
Storm Sewer Tabulation

Station		Len (ft)	Drng Area		Rnoff coeff (C)	Area x C		Tc		Rain (l) (in/hr)	Total flow (cfs)	Cap full (cfs)	Vel (ft/s)	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line		Incr (ac)	Total (ac)		Incr (min)	Total (min)	Inlet (min)	Syst (min)					Size (in)	Slope (%)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	
9	8	200.0	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.0	211.0	715.7	12.54	60	7.55	9953.00	9937.90	9957.05	9941.85	9960.00	9956.00	
8	7	76.0	0.00	0.00	0.00	0.00	0.00	0.0	0.3	0.0	211.0	260.4	12.82	60	1.00	9935.22	9934.46	9939.99	9937.89	9956.00	9952.41	
7	6	86.3	0.00	0.00	0.00	0.00	0.00	0.0	0.4	0.0	211.0	260.1	12.84	60	1.00	9931.67	9930.81	9936.40	9934.24	9952.41	9955.59	
6	5	140.6	0.00	0.00	0.00	0.00	0.00	0.0	0.6	0.0	211.0	263.6	10.75	60	1.02	9924.94	9923.50	9930.06	9929.14	9955.59	9938.12	
5	4	107.7	0.00	0.00	0.00	0.00	0.00	0.0	0.8	0.0	211.0	464.8	11.88	60	3.18	9923.30	9919.87	9927.35	9924.34	9938.12	9934.09	
4	3	67.9	0.00	0.00	0.00	0.00	0.00	0.0	0.9	0.0	211.0	260.6	11.20	60	1.00	9919.67	9918.99	9924.02	9923.92	9934.09	9930.19	
3	2	63.7	0.00	0.00	0.00	0.00	0.00	0.0	1.1	0.0	211.0	261.1	11.75	60	1.00	9918.79	9918.15	9922.84	9922.77	9930.19	9928.04	
2	1	55.3	0.00	0.00	0.00	0.00	0.00	0.0	1.2	0.0	211.0	259.8	11.04	60	0.99	9917.95	9917.40	9922.47	9922.33	9928.04	9928.20	
1	End	19.9	0.00	0.00	0.00	0.00	0.00	0.0	1.2	0.0	211.0	261.3	12.37	60	1.01	9917.20	9917.00	9921.25	9921.05	9928.20	0.00	
Project File: P8 Storm 100-yr 60in.stm																Number of lines: 9				Run Date: 08-21-2007		
NOTES: Intensity = 69.92 / (Inlet time + 10.70) ^ 0.83; Return period = 100 Yrs.																						

Hydraulic Grade Line Computations

Line	Size	Q	Downstream								Len	Upstream								Check		JL coeff	Minor loss
			Invert elev (ft)	HGL elev (ft)	Depth (ft)	Area (sqft)	Vel (ft/s)	Vel head (ft)	EGL elev (ft)	Sf (%)		Invert elev (ft)	HGL elev (ft)	Depth (ft)	Area (sqft)	Vel (ft/s)	Vel head (ft)	EGL elev (ft)	Sf (%)	Ave Sf (%)	Enrgy loss (ft)		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
9	60	211.0	9937.90	9941.85	3.94	16.61	12.70	2.51	9944.35	0.706	200	9953.00	9957.05	4.05**	17.05	12.37	2.38	9959.43	0.669	0.688	n/a	1.00	2.38
8	60	211.0	9934.46	9937.89	3.43*	14.34	14.72	3.37	9941.25	0.991	76.0	9935.22	9939.99	4.77	19.30	10.93	1.86	9941.85	0.569	0.780	0.593	1.00	1.86
7	60	211.0	9930.81	9934.24	3.43*	14.34	14.72	3.37	9937.60	0.991	86.3	9931.67	9936.40	4.73	19.23	10.97	1.87	9938.28	0.568	0.779	0.673	0.45	0.84
6	60	211.0	9923.50	9929.14	5.00	19.63	10.75	1.80	9930.94	0.657	141	9924.94	9930.06	5.00	19.63	10.75	1.80	9931.86	0.656	0.656	0.923	0.45	0.81
5	60	211.0	9919.87	9924.34	4.47	18.52	11.39	2.02	9926.36	0.581	108	9923.30	9927.35	4.05**	17.05	12.37	2.38	9929.73	0.669	0.625	n/a	0.75	1.79
4	60	211.0	9918.99	9923.92	4.92	19.57	10.78	1.81	9925.72	0.595	67.9	9919.67	9924.02	4.35	18.15	11.62	2.10	9926.13	0.598	0.596	0.405	0.15	0.32
3	60	211.0	9918.15	9922.77	4.62	18.95	11.14	1.93	9924.70	0.569	63.7	9918.79	9922.84	4.05**	17.05	12.37	2.38	9925.22	0.669	0.619	n/a	0.45	1.07
2	60	211.0	9917.40	9922.33	4.92	19.57	10.78	1.81	9924.13	0.595	55.3	9917.95	9922.47	4.52	18.67	11.30	1.99	9924.46	0.576	0.585	0.323	0.15	0.30
1	60	211.0	9917.00	9921.05	4.05	17.05	12.37	2.38	9923.44	0.669	19.9	9917.20	9921.25	4.05**	17.05	12.37	2.38	9923.63	0.669	0.669	n/a	0.45	1.07
Project File: P8 Storm 100-yr 60in.stm														Number of lines: 9					Run Date: 08-21-2007				
NOTES: * Normal depth assumed., ** Critical depth assumed.																							

Elev. (ft)



Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line size (in)	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line slope (%)	HGL down (ft)	HGL up (ft)	Minor loss (ft)	Dns line No.
9		80.00	60 c	200.0	9937.90	9953.00	7.550	9939.04	9955.50	1.04	8
8		80.00	60 c	76.0	9934.46	9935.22	1.000	9936.36	9938.31	0.61	7
7		80.00	60 c	86.3	9930.81	9931.67	0.997	9932.71	9934.70	0.29	6
6		80.00	60 c	140.6	9923.50	9924.94	1.024	9926.57	9927.44	0.47	5
5		80.00	60 c	107.7	9919.87	9923.30	3.185	9922.32	9925.80	0.78	4
4		80.00	60 c	67.9	9918.99	9919.67	1.001	9921.75	9922.17	0.16	3
3		80.00	60 c	63.7	9918.15	9918.79	1.005	9920.60	9921.29	0.47	2
2		80.00	60 c	55.3	9917.40	9917.95	0.995	9920.16	9920.45	0.16	1
1		80.00	60 c	19.9	9917.00	9917.20	1.006	9919.50	9919.70	0.47	End
Project File: P8 Storm 10-yr 60in.stm						Number of lines: 9			Run Date: 08-21-2007		
NOTES: c = circular; e = elliptical; b = box; Return period = 10 Yrs.; * Indicates surcharge condition.											

Storm Sewer Tabulation

Station		Len (ft)	Drng Area		Rnoff coeff (C)	Area x C		Tc		Rain (l) (in/hr)	Total flow (cfs)	Cap full (cfs)	Vel (ft/s)	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line		Incr (ac)	Total (ac)		Incr (min)	Total (min)	Inlet (min)	Syst (min)					Size (in)	Slope (%)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	
9	8	200.0	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.0	80.00	715.7	15.97	60	7.55	9953.00	9937.90	9955.50	9939.04	9960.00	9956.00	
8	7	76.0	0.00	0.00	0.00	0.00	0.00	0.0	0.8	0.0	80.00	260.4	8.96	60	1.00	9935.22	9934.46	9938.31	9936.36	9956.00	9952.41	
7	6	86.3	0.00	0.00	0.00	0.00	0.00	0.0	1.1	0.0	80.00	260.1	9.04	60	1.00	9931.67	9930.81	9934.70	9932.71	9952.41	9955.59	
6	5	140.6	0.00	0.00	0.00	0.00	0.00	0.0	1.5	0.0	80.00	263.6	7.24	60	1.02	9924.94	9923.50	9927.44	9926.57	9955.59	9938.12	
5	4	107.7	0.00	0.00	0.00	0.00	0.00	0.0	2.1	0.0	80.00	464.8	8.26	60	3.18	9923.30	9919.87	9925.80	9922.32	9938.12	9934.09	
4	3	67.9	0.00	0.00	0.00	0.00	0.00	0.0	2.5	0.0	80.00	260.6	7.68	60	1.00	9919.67	9918.99	9922.17	9921.75	9934.09	9930.19	
3	2	63.7	0.00	0.00	0.00	0.00	0.00	0.0	2.8	0.0	80.00	261.1	8.26	60	1.00	9918.79	9918.15	9921.29	9920.60	9930.19	9928.04	
2	1	55.3	0.00	0.00	0.00	0.00	0.00	0.0	3.0	0.0	80.00	259.8	7.68	60	0.99	9917.95	9917.40	9920.45	9920.16	9928.04	9928.20	
1	End	19.9	0.00	0.00	0.00	0.00	0.00	0.0	3.3	0.0	80.00	261.3	8.16	60	1.01	9917.20	9917.00	9919.70	9919.50	9928.20	0.00	
Project File: P8 Storm 10-yr 60in.stm																Number of lines: 9				Run Date: 08-21-2007		
NOTES: Intensity = 47.17 / (Inlet time + 10.70) ^ 0.83; Return period = 10 Yrs.																						

Hydraulic Grade Line Computations

Line	Size	Q	Downstream								Len	Upstream								Check		JL coeff	Minor loss
			Invert elev (ft)	HGL elev (ft)	Depth (ft)	Area (sqft)	Vel (ft/s)	Vel head (ft)	EGL elev (ft)	Sf (%)		Invert elev (ft)	HGL elev (ft)	Depth (ft)	Area (sqft)	Vel (ft/s)	Vel head (ft)	EGL elev (ft)	Sf (%)	Ave Sf (%)	Enrgy loss (ft)		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
9	60	80.00	9937.90	9939.04	1.14*	3.36	23.78	8.79	9947.83	7.294	200	9953.00	9955.50	2.50**	9.80	8.16	1.04	9956.53	0.379	3.837	n/a	1.00	1.04
8	60	80.00	9934.46	9936.36	1.90*	6.87	11.65	2.11	9938.47	0.995	76.0	9935.22	9938.31	3.09	12.74	6.28	0.61	9938.92	0.191	0.593	0.451	1.00	0.61
7	60	80.00	9930.81	9932.71	1.90*	6.87	11.65	2.11	9934.82	0.995	86.3	9931.67	9934.70	3.03	12.45	6.43	0.64	9935.34	0.203	0.599	0.517	0.45	0.29
6	60	80.00	9923.50	9926.57	3.07	12.66	6.32	0.62	9927.19	0.194	141	9924.94	9927.44	2.50**	9.80	8.16	1.04	9928.47	0.379	0.287	n/a	0.45	0.47
5	60	80.00	9919.87	9922.32	2.45	9.57	8.36	1.09	9923.41	0.404	108	9923.30	9925.80	2.50**	9.80	8.16	1.04	9926.83	0.379	0.391	n/a	0.75	0.78
4	60	80.00	9918.99	9921.75	2.76	11.12	7.19	0.80	9922.56	0.271	67.9	9919.67	9922.17	2.50**	9.80	8.16	1.04	9923.20	0.379	0.325	n/a	0.15	0.16
3	60	80.00	9918.15	9920.60	2.45	9.57	8.36	1.09	9921.69	0.404	63.7	9918.79	9921.29	2.50**	9.80	8.16	1.04	9922.32	0.379	0.391	n/a	0.45	0.47
2	60	80.00	9917.40	9920.16	2.76	11.12	7.19	0.80	9920.97	0.271	55.3	9917.95	9920.45	2.50**	9.80	8.16	1.04	9921.48	0.379	0.325	n/a	0.15	0.16
1	60	80.00	9917.00	9919.50	2.50	9.82	8.15	1.03	9920.53	0.377	19.9	9917.20	9919.70	2.50**	9.80	8.16	1.04	9920.73	0.379	0.378	n/a	0.45	0.47
Project File: P8 Storm 10-yr 60in.stm														Number of lines: 9					Run Date: 08-21-2007				
NOTES: * Normal depth assumed., ** Critical depth assumed.																							

General Procedure: Hydraflow computes the HGL using the Bernoulli energy equation. Manning's equation is used to determine energy losses due to pipe friction. In a standard step, iterative procedure, Hydraflow assumes upstream HGLs until the energy equation balances. If the energy equation cannot balance, supercritical flow exists and critical depth is assumed at the upstream end.

Col. 1 The line number being computed. Calculations begin at Line 1 and proceed upstream.

Col. 2 The line size. In the case of non-circular pipes, the line rise is printed above the span.

Col. 3 Total flow rate in the line.

Col. 4 The elevation of the downstream invert.

Col. 5 Elevation of the hydraulic grade line at the downstream end. This is computed as the upstream HGL + Minor loss of this line's downstream line.

Col. 6 The downstream depth of flow inside the pipe (HGL - Invert elevation) but not greater than the line size.

Col. 7 Cross-sectional area of the flow at the downstream end.

Col. 8 The velocity of the flow at the downstream end, (Col. 3 / Col. 7).

Col. 9 Velocity head (Velocity squared / 2g).

Col. 10 The elevation of the energy grade line at the downstream end, HGL + Velocity head, (Col. 5 + Col. 9).

Col. 11 The friction slope at the downstream end (the S or Slope term in Manning's equation).

Col. 12 The line length.

Col. 13 The elevation of the upstream invert.

Col. 14 Elevation of the hydraulic grade line at the upstream end.

Col. 15 The upstream depth of flow inside the pipe (HGL - Invert elevation) but not greater than the line size.

Col. 16 Cross-sectional area of the flow at the upstream end.

Col. 17 The velocity of the flow at the upstream end, (Col. 3 / Col. 16).

Col. 18 Velocity head (Velocity squared / 2g).

Col. 19 The elevation of the energy grade line at the upstream end, HGL + Velocity head, (Col. 14 + Col. 18) .

Col. 20 The friction slope at the upstream end (the S or Slope term in Manning's equation).

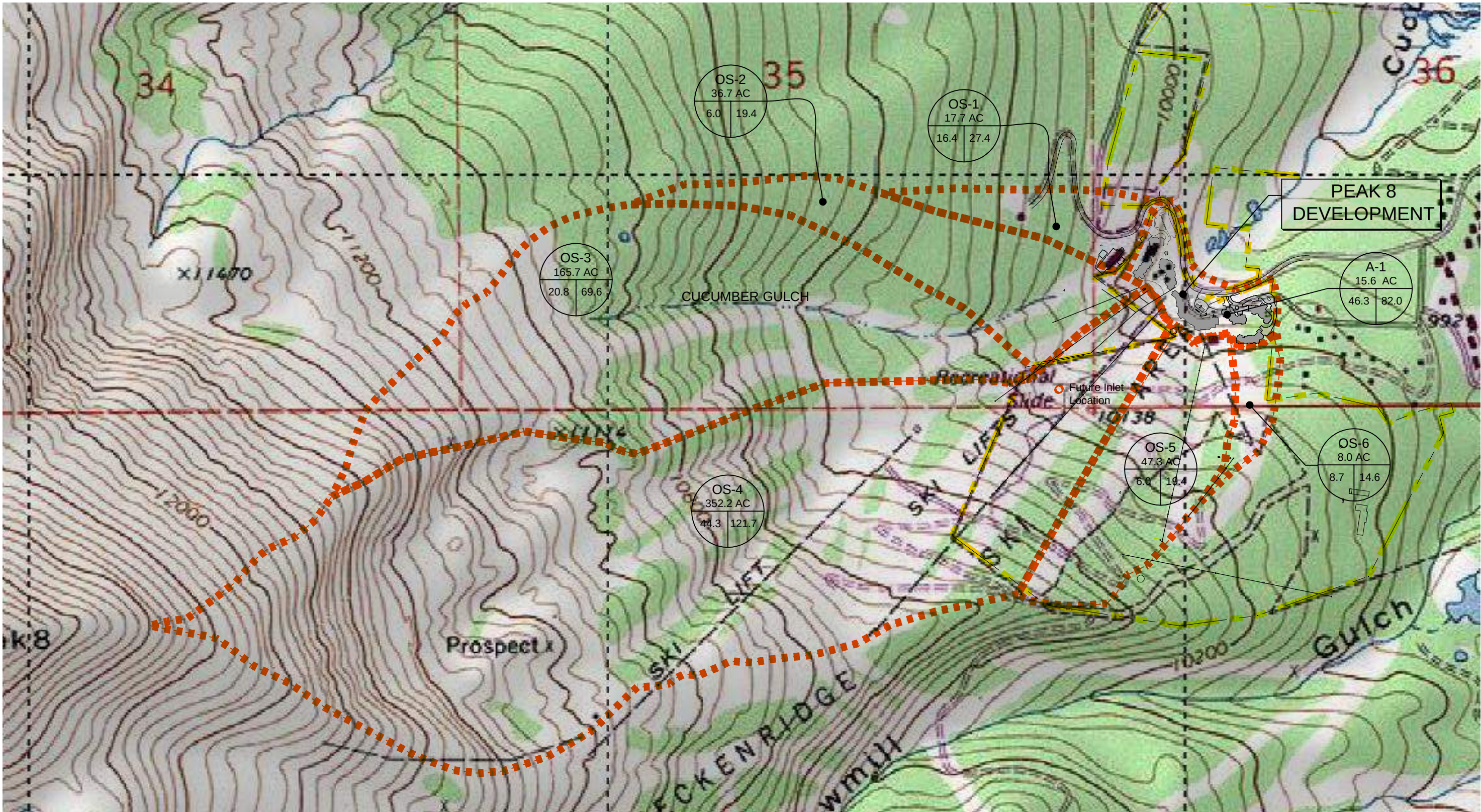
Col. 21 The average of the downstream and upstream friction slopes.

Col. 22 Energy loss. Average $Sf/100 \times \text{Line Length}$ (Col. 21/100 x Col. 12). Equals (EGL upstream - EGL downstream) +/- tolerance.

Col. 23 The junction loss coefficient (K).

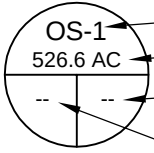
Col. 24 Minor loss. (Col. 23 x Col. 18). Is added to upstream HGL and used as the starting HGL for the next upstream line(s).

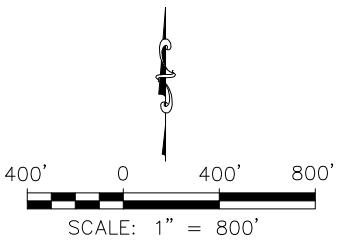
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LEGEND

- PROPERTY BOUNDARY
- BASIN BOUNDARY
- EXISTING BUILDING
- PROPOSED FUTURE WORK

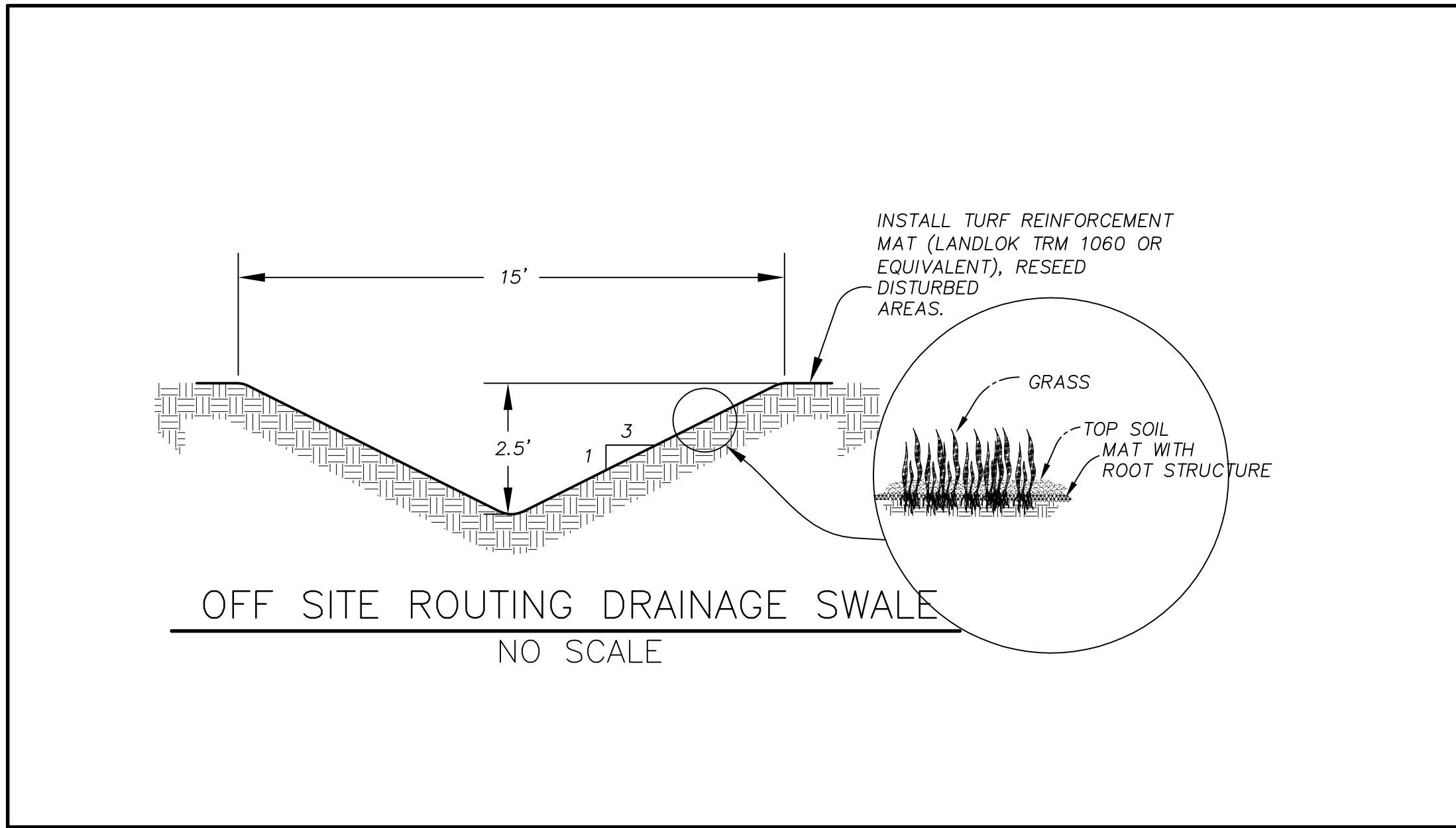
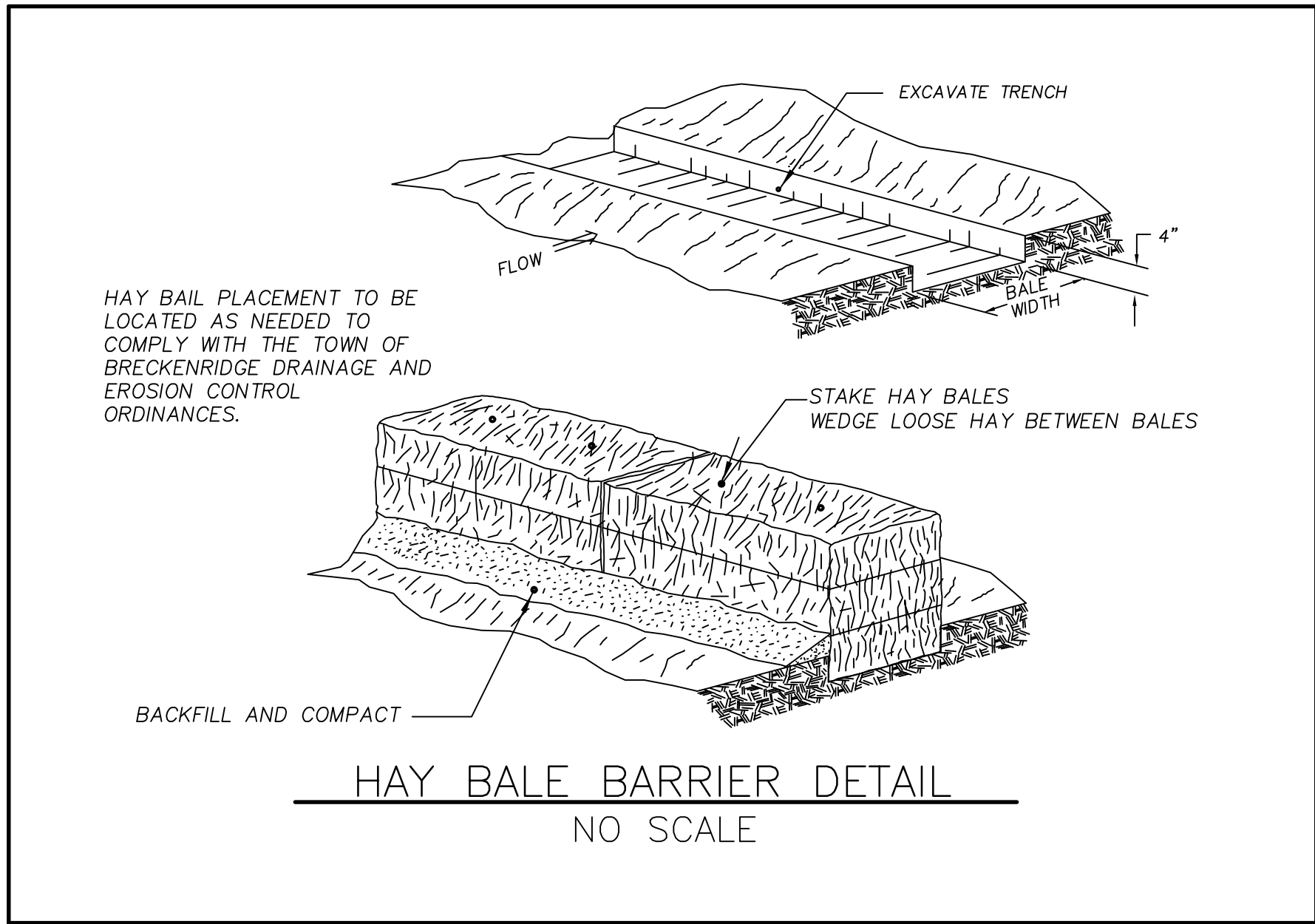
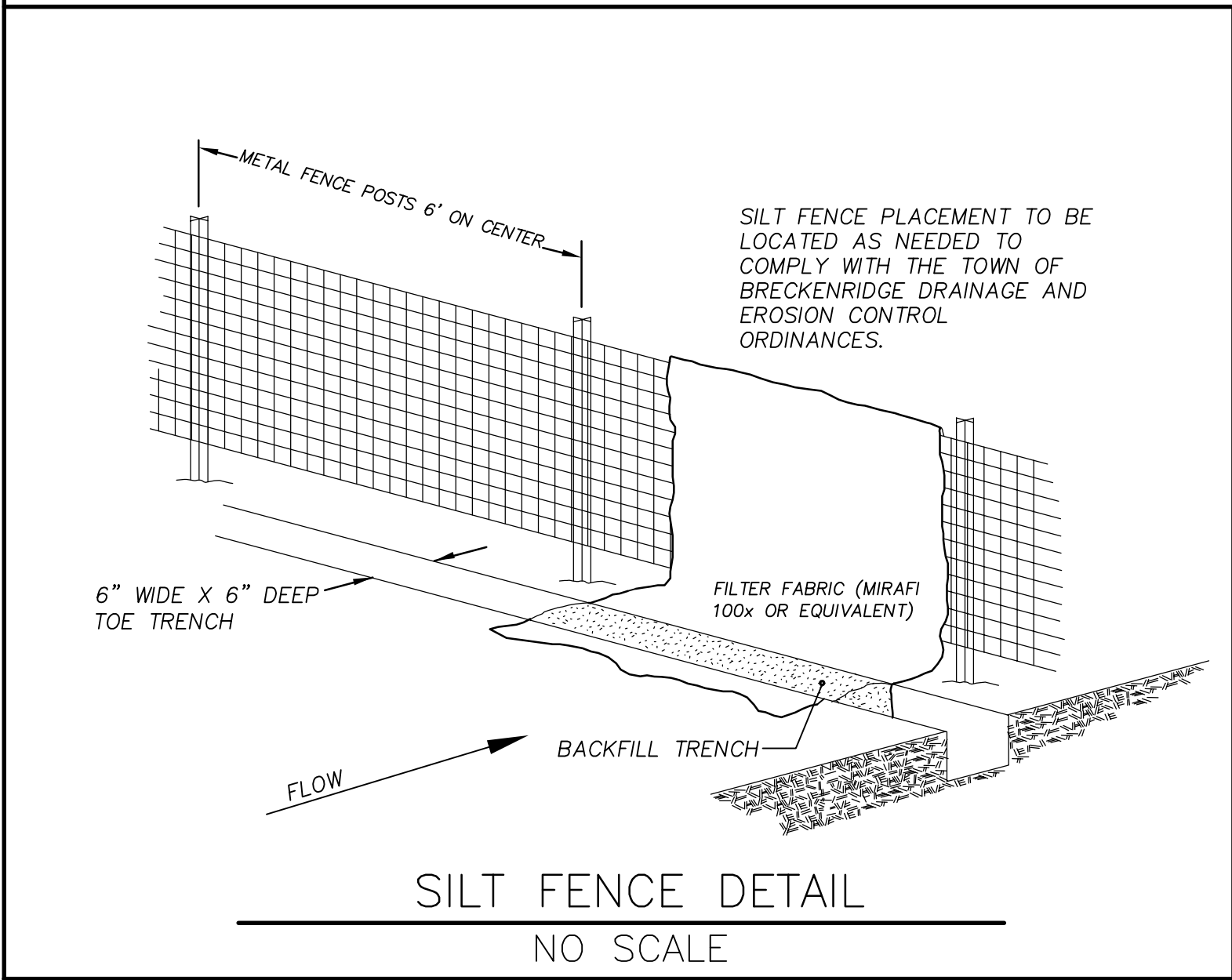
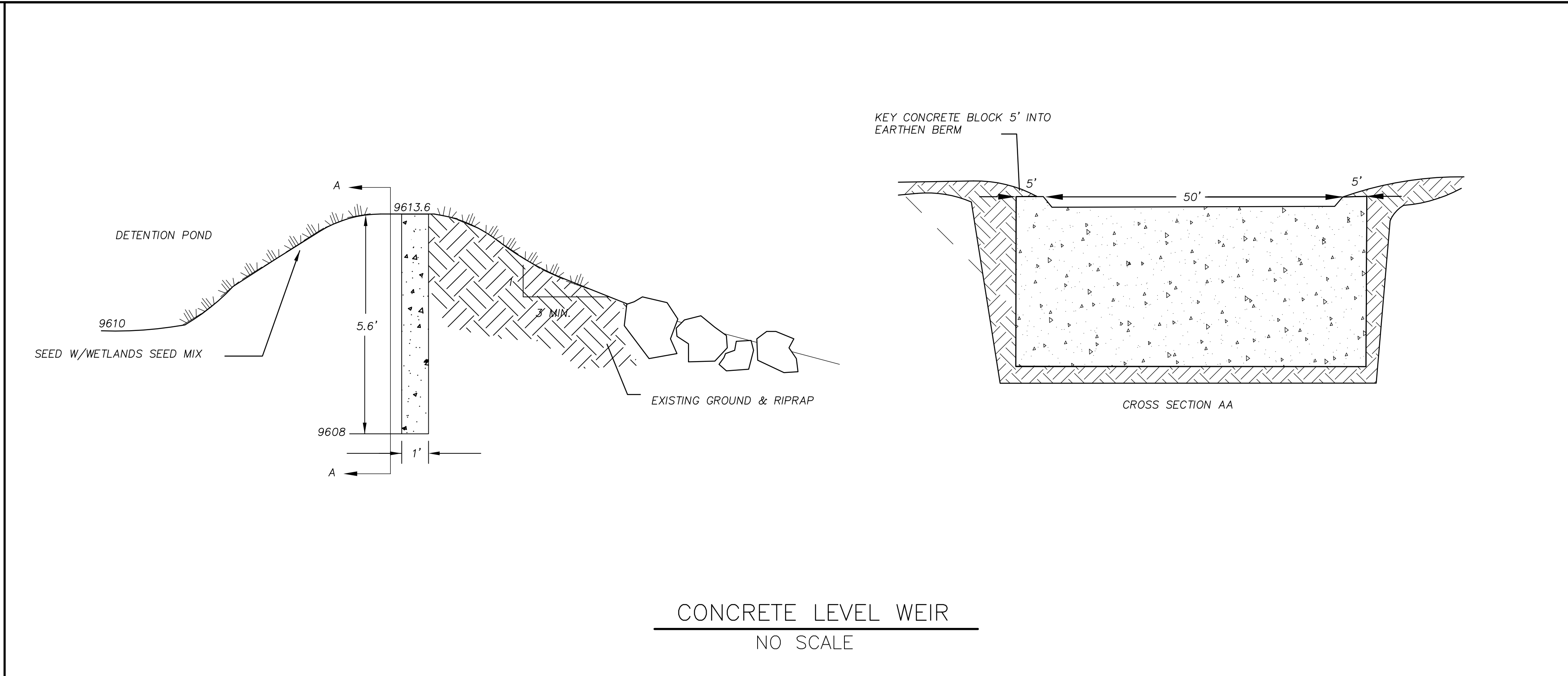
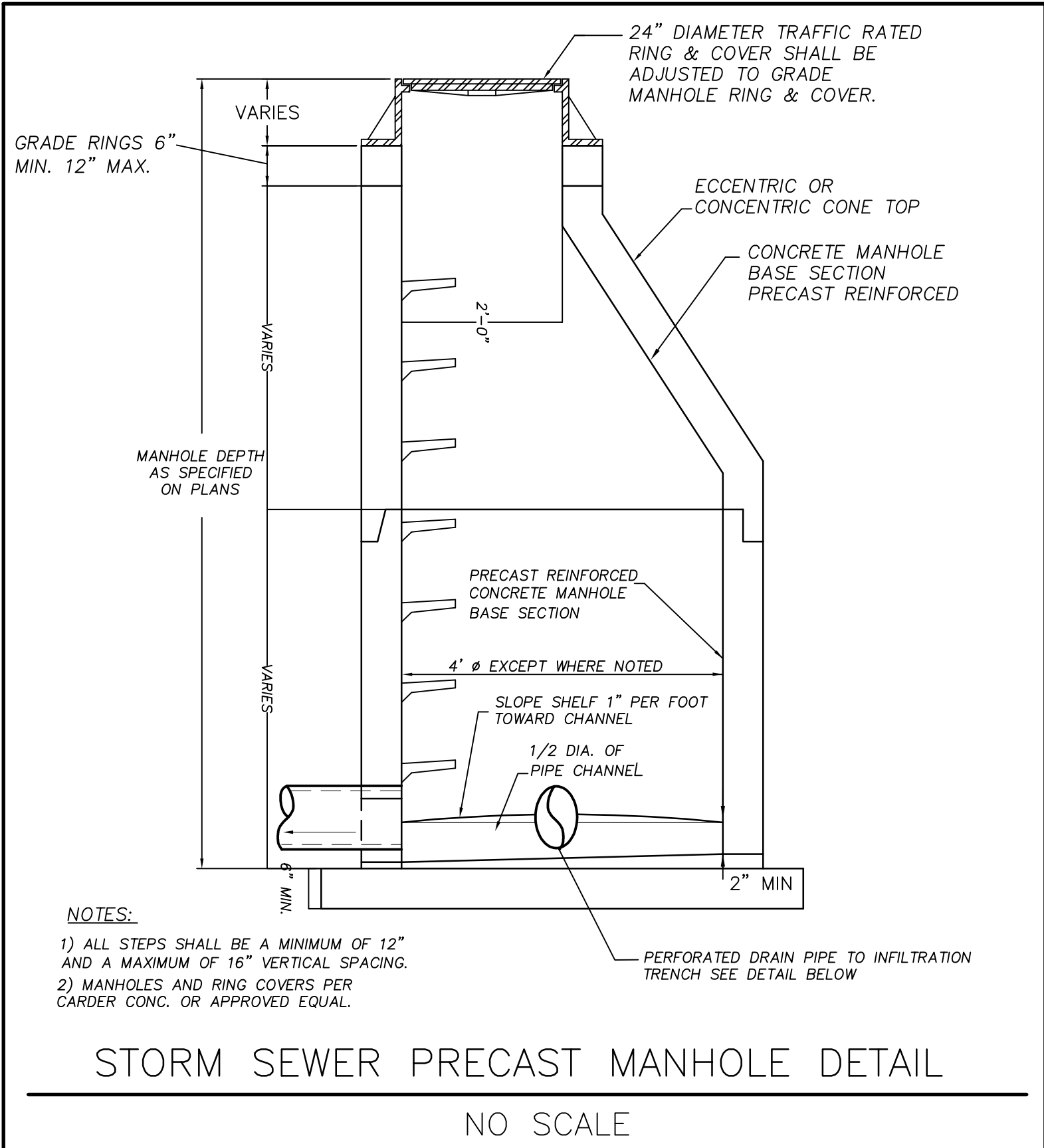
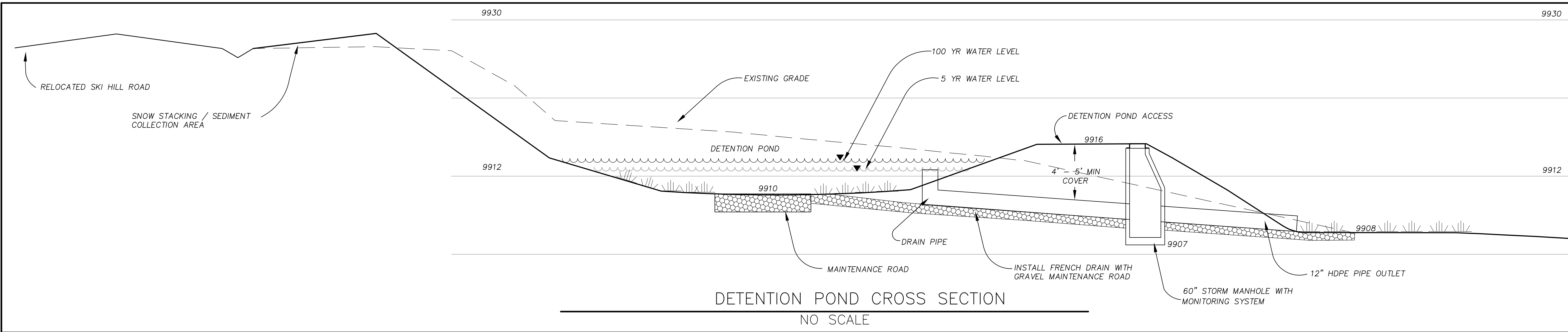
 BASIN ID
BASIN AREA (acres)
100-YEAR Q (cfs) WITH SNOWMELT
5-YEAR Q (cfs) WITH SNOWMELT



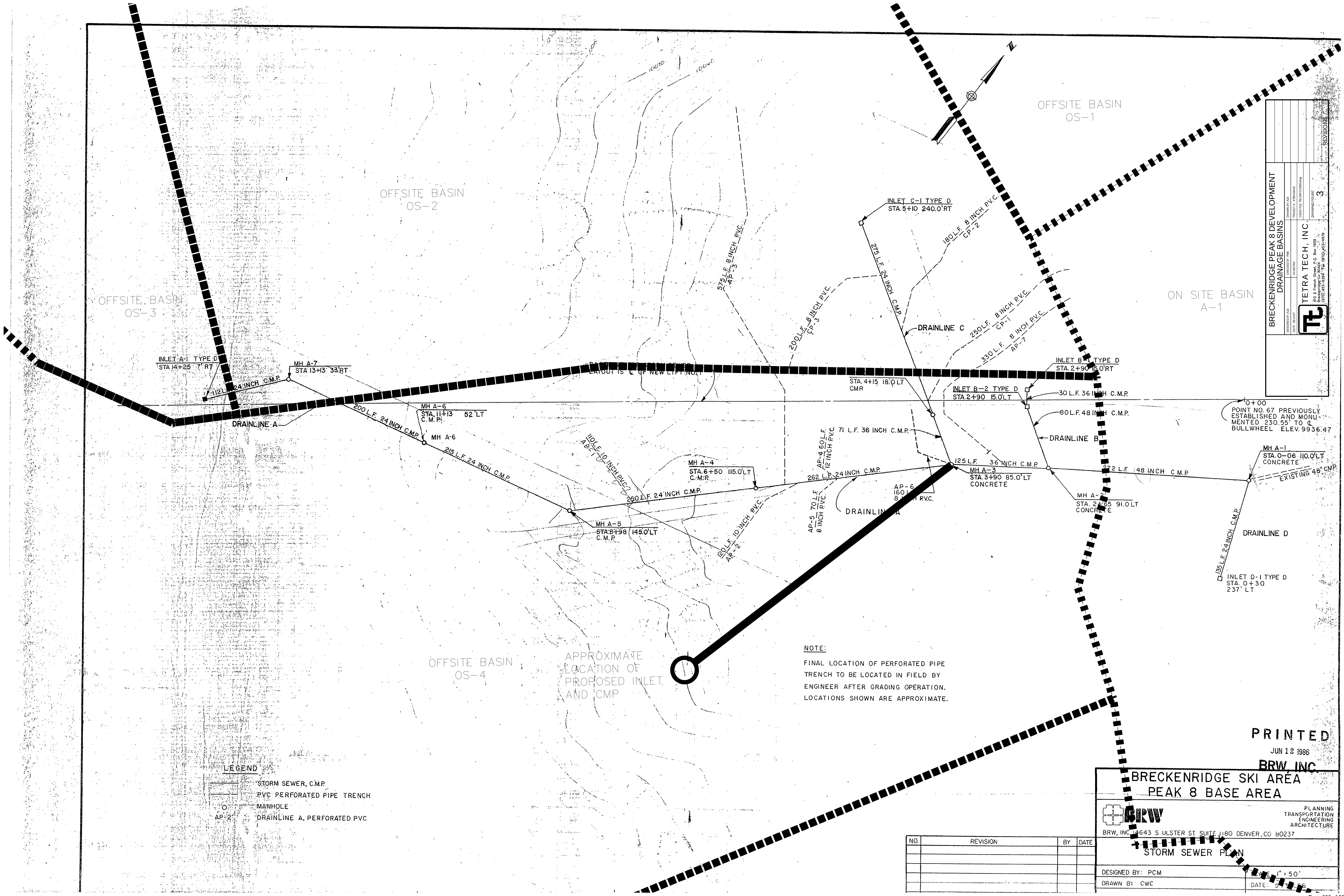
BRECKENRIDGE PEAK 8 DEVELOPMENT DRAINAGE BASINS		
DESIGNED BY: ALB	CHECKED BY: PMB	DRAWN BY: ALB
DATE: 08-13-07	AS NOTED	PROJECT #: 4796-016-02
		CADD FILE: P8-DrainageBasins_OffSite.dwg
		DRAWING FIGURE: 1
		REVISIONS



TETRA TECH, INC.
410 S French Street, P.O. Box 1659
Breckenridge Co 80424
(970) 453-6394 Fax (970) 453-4579



BRECKENRIDGE PEAK 8 DEVELOPMENT					
DRAINAGE MASTER PLAN					
DESIGNED BY: PHB	CHECKED BY: PHB	DRAWN BY: AJP	PROJECT #: 478040-00	CADD FILE:	DRAINAGE DETAIL SHEETING
DATE: 06-10-07	AS NOTED				DRAWING NUMBER:
			TETRA TECH, INC.		
			410 S French Street, P.O. Box 1659 Breckenridge Co 80424 (970) 453-6394 Fax (970) 453-4579		
				REVISIONS	
				2	



BRECKENRIDGE PEAK 8 DEVELOPMENT DRAINAGE BASINS		PROJECT # 4000000	DATE 10/95	REVISIONS
DESIGNED BY JAB	CHECKED BY TMM	PROJECT # 4000000	DATE 10/95	3
DATE 10/95	ADJUSTED	PROJECT # 4000000	DATE 10/95	
TETRA TECH, INC.		PROJECT # 4000000	DATE 10/95	
400 S. Franklin Street, P.O. Box 1450		PROJECT # 4000000	DATE 10/95	
Breckenridge, CO 80242		PROJECT # 4000000	DATE 10/95	
(970) 452-4344 Fax (970) 452-4375		PROJECT # 4000000	DATE 10/95	

LEGEND	
	STORM SEWER, C.M.P.
	PVC PERFORATED PIPE TRENCH
	MANHOLE
	DRAINLINE A, PERFORATED PVC

NOTE:
FINAL LOCATION OF PERFORATED PIPE
TRENCH TO BE LOCATED IN FIELD BY
ENGINEER AFTER GRADING OPERATION.
LOCATIONS SHOWN ARE APPROXIMATE.

PRINTED
JUN 12 1986
BRW, INC.

BRECKENRIDGE SKI AREA
PEAK 8 BASE AREA

BRW, INC. 14643 S. ULSTER ST. SUITE 1180 DENVER, CO 80237

PLANNING
TRANSPORTATION
ENGINEERING
ARCHITECTURE

STORM SEWER PLAN

DESIGNED BY: PCM
DRAWN BY: CWC

DATE: 5/86

SCALE: 1" = 50'

NO.	REVISION	BY	DATE

APPENDIX D-2
PEAK 8 DETENTION POND OPERATION AND MAINTENANCE
MANUAL

Operation and Maintenance Manual
PEAK 8 DETENTION POND
BRECKENRIDGE, COLORADO

Prepared for:
BRECKENRIDGE MOUNTAIN MASTER ASSOCIATION
P.O. BOX 8296
BRECKENRIDGE, CO 80424
(970) 547-5570

Prepared by:
TETRA TECH, INC.
P.O. BOX 1659
BRECKENRIDGE, CO 80424
(970) 453-6394

June 2013

PEAK 8 DETENTION POND

FUNCTION

The purpose of the detention pond is to collect snowmelt and stormwater runoff, and retain the flows to 1) slow the water down before it is released into Cucumber Gulch, and 2) to allow many of the pollutants time to settle out. This pond includes a permanent water level below the outlet structure where flows slowly infiltrate and/or evaporate. The edges of the pond (approximately a 5-foot perimeter) are covered by wetland vegetation. Currently, flow into the detention pond originates from two separate sources: a 36-inch storm sewer from the south, and a riprap drainage swale at the southeast end of the pond that receives drainage from the concrete drainage pan located along the east side of Ski Hill Road. Future sources will include a 24-inch storm sewer near the northwest end of the pond. Flow out of the detention pond is controlled by a concrete outlet control box with a v-shaped notch. From the v-notch weir flows enter a culvert connected to a manhole with a sediment sump, and then to an outlet culvert that discharges over a riprapped outlet and into a small dredge infiltration swale.



Peak 8 Detention pond. Concrete V-notch outlet is in foreground and riprap drainage swale in the background.



INSPECTIONS AND MAINTENANCE

The detention pond should be inspected at least twice a year, once in the late summer or early fall prior to snow fall and once in the spring after snowmelt runoff. In addition, inspections should be performed following any significant runoff-producing rain events. Inspections can generally be done by visual observations, which would include observations of the sediment levels in the pond, embankment integrity, inlets and outlets and the health of the vegetation. There is one manhole, located in the top of the embankment which truncates the outlet pipe. This manhole is 6.75 feet tall and can be visually inspected by removing the lid and observing conditions from outside of the manhole. If physical entry is required for inspection or sediment removal "Confined Space Entry" procedures need to be followed.

It is anticipated that sediment removal will not be required on a frequent basis. The time interval between sediment removals will be affected by the amount of sediment generated by road sanding operations and by the amount of localized sediment runoff generated within the site. When sediment is removed it may require revegetation of the overbanks and embankment, revegetation of the pond wetlands, and potentially, repair to the gravel access road. Sediment shall be removed and disposed of in accordance with all local, State and Federal criteria. Wetland and upland seed mixes for revegetation are included.

Criteria for triggering required maintenance is outlined in the Detention Pond checklist. Sediment, in particular, must be removed when it is less than one (1) foot from the bottom of the v-notch outlet. Sediment accumulation at the bottom of the riprap drainage swale should be removed when deposits exceed 1.5 foot in depth. Other factors noted included a visual assessment of vegetation, the conditions of the embankment and removal of trash and debris.

Standing water in the detention pond will need to be pumped out before removing sediment. Pumping means and methods shall be such that sediment is not picked up by the intake hose during pumping. Discharge shall be in a filter bag, placed in the old detention pond located to the southeast of the detention pond. The discharge rate shall be controlled at a rate that will not erode the existing vegetated ground.

Sediment removal from the pond shall be performed in a manner that minimizes compaction of the pond bottom by track or wheeled equipment. Once sediment removal is completed the pond bottom shall be left as a non-compacted, scarified surface.





Old detention pond to the southeast of the Peak 8 detention pond.



DETENTION POND

Recommended Frequency of Inspections: once in the late summer or early fall prior to snow fall, once as flows recede following spring runoff, and after any significant runoff-producing rain events.

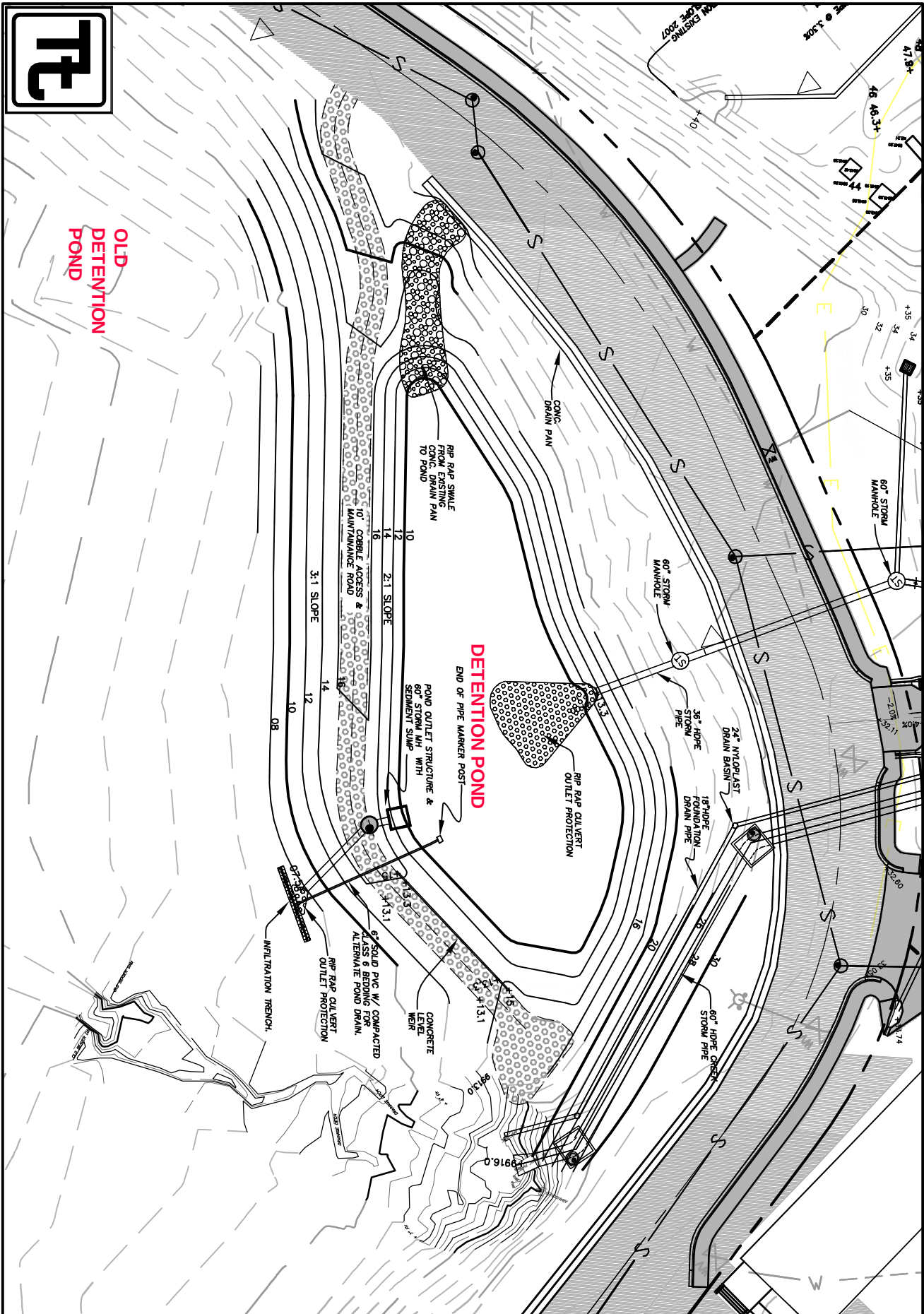
Inspection Date: _____

Inspector: _____

Date Last Inspected: _____

Maintenance Item	Satisfactory	Unsatisfactory	Comments and Actions Required
Debris Cleanup			
Clear of trash and debris			
Sediment			
Sediment is not burying or impacting wetlands vegetation			
Sediment is more than one foot from the v-notch outlet			
Sediment accumulation at the bottom of the rip rap swale is less than 1.5' deep.			
Vegetation Management			
Banks, embankments with 70% or more cover			
Condition of wetlands vegetation			
Absence of unwanted vegetation			
Embankment			
Absence of visible seeps			
Absence of trees, animal borrows			
Absence of rill or gully erosion			
Inlets			
Condition of end sections			
Condition of riprap protection			
Outlet Structure			
Condition of v-notch weir outlet box			
Condition of storm manhole sediment sump			
Condition outlet riprap and pipe outlet			

PEAK 8 DETENTION POND



Upland Native Seed Mix
Peak 8 Breckenridge Ski Area

<u>Scientific Name</u>	<u>Variety</u>	<u>Common Name</u>	<u>Seeding Rate</u> <u>PLS Pounds/acre</u>
Perennial Graminoids			
<i>Bromus marginatus</i> (=B. polyanthus)	Bromar	Mountain brome	6.5
<i>Bromus ciliatur</i> (Bromopsis <i>canadensis</i>)	Native	Fringed brome	4.0
<i>Elymus elymoides</i>	Native	Bottlebrush squirreltail	1.5
<i>Elymus trachycaulus</i>	San Luis	Slender wheatgrass	5.0
<i>Festuca idahoensis</i>	Native	Idaho fescue	0.625
<i>Festuca saximontanus</i>	Native	Rocky Mountain fescue	0.25
<i>Koeleria macrantha</i>	Native	Junegrass	0.125
<i>Nasella viridula</i> (Stipa)	Lodorm	Green Needlegrass	1.5
<i>Pascopyrum smithii</i>	Rosana	Western wheatgrass	2.0
<i>Poa alpine</i>	Native	Alpine bluegrass	0.25
<i>Trisetum spicatum</i>	Native	Spike false oat	0.25
Subtotal Graminoids			22.00
Perennial Forbs			
<i>Achillea lanulosa</i>	Native	Yarrow	0.5
<i>Penstemon strictus</i>	Native	Rocky Mountain Penstemon	0.5
Subtotal Forbs			1.00
GRAND TOTAL			23.00

Wetland Seed Mix
Peak 8 Breckenridge Ski Area
Saturated Soil Habitat

<u>Scientific Name</u>	<u>Common Name</u>	<u>Wetland Status*</u>	<u>Seeding Rate PLS Pounds/acre</u>
Grasses			
<i>Calamagrostis Canadensis</i>	Bluejoint reedgrass	OBL	2
<i>Deschampsia cespitosa</i>	Tufted hairgrass	FACW	5
<i>Glyceria striata</i>	Fowl Mannagrass	OBL	2
<i>Poa compressa</i>	Canada bluegrass	FACU	3
<i>Poa palustris</i>	Fowl bluegrass	OBL	2
Total Grasses			14
Sedges			
<i>Carex aquatalia</i>	Water sedge	OBL	4
<i>Carex utriculata</i>	Beaked sedge	OBL	4
Total Sedges			8
Rushes			
<i>Eleocharis palustris</i>	Creeping spikerush	OBL	2
<i>Juncus blaticus</i>	Baltic rush	FACW	2
Total Rushes			4
Forbs			
<i>Aconitum columbianum</i>	Monkhood	FACW	1/16
<i>Caltha leptosepala</i>	Marsh marigold	OBL	1/16
<i>Cardamine cordifolia</i>	Heatleaf cardomine	FACW	1/8
<i>Heracleum maximum</i>	Cow parsnip	FAC	1/4
<i>Mertensia ciliate</i>	Bluebells	OBL	1/8
<i>Mimulus guttatus</i>	Monkeflower	OBL	1/16
<i>Senecio triangularis</i>	Arrowleaf groundsel	OBL	1/2
Total Forbs			27 3/16

* Wetland Indicator Status
OBL = Obligate wetland
FACW = Facultative wetlands
FACU = Facultative upland

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80+

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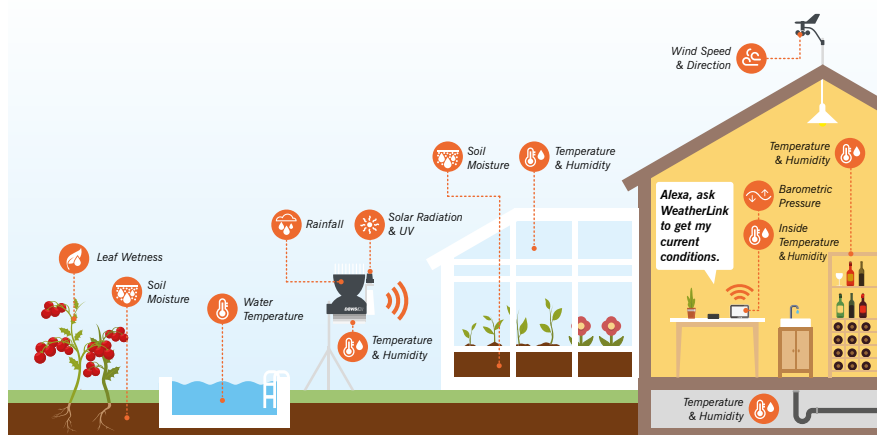
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From: [Richard Himmelstein](#)
To: [Sarah Crump](#)
Cc: [Chris Kulick](#); [Pat Gordon](#); [Alexandra Foroglou](#); [alex.dorotik](#); [Ryan Taylor](#); [Marianne McMahon](#); [Graham Frank](#); [Mike Dudick](#); [Mark Truckey](#)
Subject: Re: Imperial Hotel
Date: Tuesday, March 4, 2025 9:56:03 PM
Attachments: [image001.png](#)
[image002.png](#)
[Development Agreement with OSHP.pdf](#)

External Message - Please confirm you know the sender!

Hi Sarah,

As discussed tonight with Graham Frank, Graham will schedule a Zoom meeting with the ToB and One Ski Hill Place HOA ("OSHP"). Without a full review of the proposed plans by our professionals, One Ski Hill Place HOA's initial concerns with the project are as follows:

1. OSHP HOA has an agreement (attached for your ready reference with the developer) that *"...no building structure in the Development will be built to be closer than 47 feet (including balconies) to any building structure in OSHP...* Specifically, the 47' wide view corridor from Ski Hill Rd with no building structure is very important to OSHP. Said view corridor is also an important part of the Master Plan.
2. OSHP HOA is strongly opposed to the kennel and dog park. The noise generated will exceed the Town Noise ordinance.

Thank you.

Regards,

Richard B. Himmelstein
Phone: (970) 368-2010
email: richard.himmelstein@gmail.com

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----- Forwarded message -----

From: **Sarah Crump** <sarahc@townofbreckenridge.com>
Date: Mon, Mar 3, 2025 at 8:59 AM
Subject: RE: Imperial Hotel
To: Richard Himmelstein <richard.himmelstein@gmail.com>, Chris Kulick <chrisk@townofbreckenridge.com>
Cc: Pat Gordon <pgordon@eplawyers.com>, Alexandra Foroglou <alexinwinterland@yahoo.com>, alex.dorotik <alex@ingenuitylawcolorado.com>

Thank you for your comments. They have been forwarded to the Planning Commission.



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: Richard Himmelstein <richard.himmelstein@gmail.com>

Sent: Friday, February 28, 2025 7:46 PM

To: Chris Kulick <chrisk@townofbreckenridge.com>

Cc: Pat Gordon <pgordon@eplawyers.com>; Alexandra Foroglou <alexinwinterland@yahoo.com>;

Sarah Crump <sarahc@townofbreckenridge.com>; alex dorotik <alex@ingenuitylawcolorado.com>

Subject: Re: Imperial Hotel

External Message - Please confirm you know the sender!

Chris, Please confirm that you will share this email with the planning commissioners. Thank you.

=====

Dear Planning Board Commissioners:

The Master Plan has a clear requirement of having smaller, lower density buildings towards the end of the Peak 8 Base. Reiterating from my January 14 below, One Ski Hill Place

("OSHP") steps down next to the Imperial Hotel (see attached picture). Accordingly, the Imperial Hotel needs to also step down next to OSHP to be in conformance with the Master Plan. Based on the below picture, the Imperial Hotel is approximately 3 1/2 stories taller than OSHP. The massive height of the Imperial Hotel immediately adjacent to OSHP would create a canyon effect and a wind tunnel. The natural light and views from OSHP to the east would be gone. Again, this would not be in compliance with the Master Plan. Per the Master Plan, OSHP is the flagship building and is supposed to be the tallest building at the base of Peak 8. If the Imperial Hotel does not properly step down next to OSHP, it will supplant OSHP as the flagship building (which would not be in compliance with the Master Plan).

When our unit owners purchased at OSHP, the Master Plan (and models shown to us) had this proposed development a maximum height of 35'. Specifically, I am respectfully requesting that the top building floor elevation of the Imperial Hotel, immediately adjacent to OSHP, be no higher than the top finish floor of OSHP.

Note: OSHP top finish floor immediately adjacent to the Imperial Hotel is level 4 (which I believe has a finish floor level of 9,992). The 9,992 finish floor elevation is calculated by using the plaza elevation of 9,956 which is the finish floor of the 1st floor plus 3 floors @ 12' height equals the 9,992 finish floor elevation.

Regarding the Point Analysis:

1. There should be negative points for the proposed building not stepping down.
2. I respectfully and strongly disagree that Policy 16/R, Internal Circulation should award (+3) for improved skier and pedestrian access easement. The Imperial Hotel needs to have direct pedestrian access on the ski resort side (e.g., heated ADA compliant walkway) to the existing plaza area and gondola (this will help mitigate vehicular traffic on Ski Hill Rd.). The guests at the Imperial Hotel will want to use the public amenities at the base of Peak 8 (ski shop, lift tickets, coffee shop, ice skating rink, restaurants).

Traffic on Ski Hill Rd - the Imperial Hotel is approximately twice the density as OSHP. We need traffic to be addressed as part of this approval process. Extending the gondola operation during ski season (currently operating until 5pm) to 8pm would allow people from the base of Peak 7-8 to commute to town for dinner and back. It would also benefit the restaurants at the base of Peak 7-8 by bringing new parties up to patronize the restaurants at the base of Peak 7-8.

Thank you for your time and attention.

Regards,

Richard B. Himmelstein

Phone: (970) 368-2010

email: richard.himmelstein@gmail.com

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----- Forwarded message -----

From: **Richard Himmelstein** <richard.himmelstein@gmail.com>

Date: Tue, Jan 14, 2025 at 7:55 PM

Subject: Imperial Hotel

To: Michael Kulick <chrisk@townofbreckenridge.com>

Cc: Pat Gordon <pgordon@eplawyers.com>, Alexandra Foroglou <alexinwinterland@yahoo.com>

Chris, hope you are well. Please confirm that you will share the below email with the planning commissioners. Thank you.

=====

Dear Planning Board Commissioners:

I own two properties at the base of Peak 8 (a condo unit at One Ski Hill Place and a residence at 19 Peak Eight Court).

I support development that respects the Peak 7-8 Master Plan and serves to benefit the entire Peak 7-8 community. With that said, I am very concerned about the height of the Imperial hotel based on the below picture in the Summit Daily:



Immediately adjacent to One Ski Hill Place ("OSHP"), it appears that the Imperial Hotel will be approximately 7 1/2 stories tall.

OSHP steps down next to the Imperial Hotel. Accordingly, the Imperial Hotel should also step down next to OSHP. Based on the above picture, it appears to me that the Imperial Hotel is approximately 3 1/2 stories taller than OSHP. The massive height of the Imperial Hotel immediately adjacent to OSHP would create a canyon effect and a wind tunnel. The natural light and views from OSHP to the east would be gone.

Per the Master Plan, OSHP is the flagship building and is supposed to be the tallest building at the base of Peak 8. If the Imperial Hotel does not properly step down next to OSHP, it will supplant OSHP as the flagship building (which would not be in compliance with the Master Plan).

When our unit owners purchased at OSHP, the Master Plan (and models shown to us) had this proposed development a maximum height of 35'. Specifically, I am respectfully requesting that the top building floor elevation of the Imperial Hotel, immediately adjacent to OSHP, be no higher than the top finish floor of OSHP.

Note: OSHP top finish floor immediately adjacent to the Imperial Hotel is level 4 (which I believe has a finish floor level of 9,992). The 9,992 finish floor elevation is calculated by using the plaza elevation of 9,956 which is the finish floor of the 1st floor plus 3 floors @ 12' height equals the 9,992 finish floor elevation.

A few other points to mention:

1. The existing plaza area at the base of Peak 8 has a base elevation of 9,956. The Imperial Hotel plaza area will be significantly higher than the existing plaza area. The Imperial Hotel needs to have direct pedestrian access on the ski resort side (e.g., heated ADA compliant walkway) to the existing plaza area and gondola (this will help mitigate vehicular traffic on Ski Hill Rd.). The guests at the Imperial Hotel

will want to use the public amenities at the base of Peak 8 (ski shop, lift tickets, coffee shop, ice skating rink, restaurants). Further, concerned about a possible pinch point for skiers (e.g., skiers trying to get back to the Imperial Hotel from the base of Peak 8) if there is not a designated walkway. If there is not a walkway, pedestrians (non-skiers will be on the ski resort walking to/from the Imperial Hotel) or said skiers, instead of taking a lift, may opt to walk up the hill on the ski resort, back to the Imperial Hotel (which could interfere with skiers skiing from Trygve's run to the base area seeking a different lift). Digressing, Seeing pedestrians trying to walk up snow and navigate around skiers would not make the base of Peak 8 feel like a world class ski resort. In fact, the bottom of the ski area is inside the ToB limits and any collision could cause litigation and liability for the ToB. Failure to not have the Imperial Hotel accessible to the gondola (on the ski resort side) will have serious safety issues in perpetuity.

2. Extending the gondola operation during ski season (currently operating until 5pm). Extending to 8pm allows people from the base of Peak 7-8 to commute to town for dinner and back. It would also benefit the restaurants at the base of Peak 7-8 by bringing new parties up to patronize the restaurants at the base of Peak 7-8.

Thank you for your time, attention and consideration.

Regards,

Richard B. Himmelstein

Phone: (970) 368-2010

email: richard.himmelstein@gmail.com

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Sarah Crump

From: rfshelley.pe@gmail.com
Sent: Friday, March 7, 2025 2:20 PM
To: Sarah Crump
Subject: Comments concerning the Imperial Hotel Development

Follow Up Flag: Flag for follow up
Flag Status: Flagged

External Message - Please confirm you know the sender!

Breckenridge Planning Commission

After reviewing the plans for the Imperial Hotel Development, the following are concerns that we have about the impact on our home at One Ski Hill Place 8302.

- Is what they propose a dog run (an enclosed area for people to just let their dogs out) or kennel (intended to house overnight)? **We are opposed to the dog kennel with overnight boarding services because it is outfront/adjacent and would be a detriment to our building.**
- **Is the building spacing adequate for visual appearance?** Does not appear that they are taking into account balconies on either building in calculating building spacing. Also, need to take into account building height when evaluating building spacing. For visual appearance taller building require greater spacing.
- They illustrate and show everything piecemeal. Need a drawing depicting all existing and proposed structures together. Also need illustrations depicting both one ski hill place and the proposed new buildings from both directions on Ski Hill Rd.
- **Need to evaluate the impact of the Imperial development on Ski Hill Rd traffic at peak times.** Last time with Lionheart, the evaluations of the impact on travel times were performed using averages. In the real world no one cares about averages, what matters is the impact during peak travel times.
- The landscaping shown between buildings and in front of one skihill place is inadequate and can be improved.

If you have questions, please let me know.

Regards

Robert (Bob) Shelley
Homeowner – One Ski Hill Place 8302
Phone - 281-658-2572
Email - rfshelley.pe@gmail.com

From: [James Kogan, M.D.](#)
To: [Sarah Crump](#)
Cc: [Richard Himmelstein](#)
Subject: Imperial Hotel
Date: Monday, March 10, 2025 8:51:36 PM

External Message - Please confirm you know the sender!

Hi Sarah,

I am owner at One Ski Hill Place (OSHP) next to the proposed Imperial Hotel development. We also manage multiple rental properties in Breckenridge, several at (OSHP).

I am strongly opposed to the proposed commercial kennel operation and 2,000 sq. foot dog park next to OSHP. The barking dogs will violate the Town of Breckenridge noise ordinance (50/55 decibels) and will cause pollution with dog feces which will be intermixed with snow and hard to remove. This pollution will wash down to Cucumber gulch and result in odor which will negatively affect us and OSHP guests. OSHP owners were not consulted on this development and I spoke against it at the Planning Commission hearing last week. The noise, pollution and odors will result in negative guest experiences and negative online reviews, which by extension will result in Breckenridge being portrayed negatively online. It may also decrease the value of our properties, especially those closer to the kennel.

I strongly urge the Town of Breckenridge to uphold the 47' setback for the view corridor between our buildings in the master plan, which the developer is not abiding by.

The massive size of this building will bring significant traffic to Ski Hill Rd. which is already very congested in the afternoons. What is the town's plan for dealing with this traffic and specifically what is the plan for emergency vehicles' inability to navigate during high traffic congestion times which will only get worse with this massive hotel development?

I believe the OSHP shoring easement needs to be left undisturbed to protect the integrity of our building.

Thank you.

Best,

James Kogan, M.D., FACR

Chief of Department of Radiology
Baylor Scott & White Medical Center - Grapevine

Colorado is Calling!

From: [Tanya Kogan](#)
To: [Sarah Crump](#)
Cc: [Richard Himmelstein](#)
Subject: Attn: Planning Board Commission (Imperial Hotel Development Concerns)
Date: Monday, March 10, 2025 3:24:58 PM

External Message - Please confirm you know the sender!

Dear Planning Board Commissioners,

We have been property owners in Breckenridge for over 20 years and it has been a privilege to witness the development and growth of our town during this time. We have always appreciated the diligent efforts of the Town and Planning Council in maintaining the charm and integrity of Breckenridge while guiding its development.

It is with respect for your past decisions and the future of our community that I bring to your attention our concerns regarding the current development plans for the Imperial Hotel at the base of Peak 8. We own a condo adjacent to the proposed Imperial Hotel at One Ski Hill Place Resort. While we understand and support growth, there are specific aspects of this project we believe require reconsideration for the benefit of the community and its visitors.

Concerns with Setback:

From my understanding we have a setback of 47' agreed upon next to One Ski Hill Place. However this is not in the developers plans. The original agreement needs to be abided to.

Concern Regarding the Proposed Dog Kennel:

The plan to include a dog kennel at this location is particularly troubling. The presence of a kennel in such close proximity to a high-end luxury resorts is not only incompatible but also detrimental to the experience of guests who invest significantly to enjoy the serenity and exclusivity of our mountains. The potential noise from barking and issues related to animal waste could tarnish the reputation of One Ski Hill Place and the town of Breckenridge. Sound travels further in colder air.

Impact on Traffic:

Additionally, the expected increase in traffic from the new development poses another significant concern. The area already experiences substantial traffic jams during peak times, and further congestion could discourage visitors and make it difficult for supporting staff (housekeeping, maintenance, deliveries). We suggest extending the operating hours of the gondola to facilitate easier movement of guests to and from town, which would also support the businesses at Peaks 7 and 8 by improved access.

We respectfully urge the commissioners to consider these points and evaluate alternative solutions that could mitigate the potential negative impacts of the development.

Thank you,

Tanya Kogan - Property Owner

One Ski Hill Place 8218
One Ski Hill Place 8217 (Manager)
Village at Breckenridge #3706
Trails End 406
Trails End 408

From: [James Brown](#)
To: [Sarah Crump](#)
Cc: richard.himmelstein@gmail.com; [Lucia Brown](#); [Tanya Kogan](#)
Subject: Attention: Planning Board Commission re: Imperial Hotel Development Concerns
Date: Tuesday, March 11, 2025 4:26:04 PM

<p style="font-weight: bold; color:black; background:orange; display: inline;">External Message - Please confirm you know the sender!</p>

Dear Planning Board Commissioners,

We have owned property in Breckenridge for over ten years. We have been pleased with the development of the town over the last decade, and we feel privileged to own property here. We have always supported the Town and Planning Council in their heroic efforts to grow the community while maintaining the picture-postcard charm of the town.

We are, however, concerned about the future of our community and wish to respectfully state our concerns regarding the proposed project for the Imperial Hotel at the base of Peak 8. We are owners of a condominium at OneSki Hill Place. There are a few aspects of the Imperial Hotel development that we would hope you would reconsider in order to both maintain the beauty of our community and better serve visitors to Breckenridge.

SETBACK: There exists, as far as I understand, a setback of 47' previously agreed upon next to One Ski Hill Place. This does not appear in the developer's plans and should be followed as agreed.

KENNEL: As an owner of multiple dogs, I appreciate the thought taken to care for our companions. However, the presence of a kennel in a lot adjacent to luxury resorts is not beneficial to guests and owners who have made a significant financial commitment to enjoy the peace and serenity of the mountains. The potential disruptions to the noise level from barking, as well as the multitude of issues related to large amounts of animal waste could negatively impact the viability of both One Ski Hill Place as well as the Town of Breckenridge as a family-friendly destination.

TRAFFIC: The increase in traffic from the proposed development would lead to significant congestion on already crowded mountain roads which could not only discourage visitors but also impact support staff, such as housekeeping and maintenance workers. It may require extending the operating hours of the Gondola to lessen the traffic jams. This would, fortuitously, help support the businesses at the Peaks 7 and 8.

We respectfully ask the commissioners to consider these issues and explore alternative to mitigate the negative impact of the development.

Sincerely,
James P Brown, MD
Lucia Brown
Property Owners: One Ski Hill Place #8217

From: [Richard Himmelstein](#)
To: [Sarah Crump](#)
Cc: [Pat Gordon](#); [Alexandra Foroglou](#); [Ryan Taylor](#); [Marianne McMahon](#); [alex.dorotik](#)
Subject: Imperial Hotel
Date: Thursday, March 27, 2025 11:40:40 AM

External sender <richard.himmelstein@gmail.com>
Make sure you trust this sender before taking any actions.

Hi Sarah,

Kindly share the below email with the planning commissioners. Thank you.

=====

Dear Planning Board Commissioners:

The proposed Imperial Hotel development is not abiding by the Master Plan that requires a view corridor separating their proposed development from One Ski Hill Place HOA ("OSHP").

OSHP has an agreement with the developer for a setback of 47' (for no building structure next to OSHP); but, the developer is not abiding by it. This view corridor separating OSHP from the proposed building is in the Master Plan. Further, per the Master Plan, OSHP is the flagship building at the base of Peak 8 and this 47' spacing (i.e., view corridor) supports such. Said view corridor is also very important in that the developer has an agreement with the ToB that their proposed building doesn't have to step down next to OSHP. For visual appearance, a taller building requires greater spacing. Accordingly, there has been no fit test done for said view corridor from Ski Hill Rd (which is a requirement per the Master Plan and Development Code).

In the recent March 4, 2025 planning commission (https://www.youtube.com/watch?v=_YmHbxvLhUw) at 1:05:00, the Developer provided renderings for a view corridor from the back deck for a single family residential neighbor in the 4 O'Clock subdivision. As the flagship building for the base of Peak 8, OSHP and residential owners are entitled to being provided the same. Specifically, we are asking to see the view corridor from Ski Hill Rd (between the two buildings showing the view corridor as is required in the Master Plan); from each balcony facing the proposed development; and from the Ski Resort (i.e., from the Trygve Chair lift).

Thank you.

Regards,

Richard B. Himmelstein
Phone: (970) 368-2010
email: richard.himmelstein@gmail.com

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From: Sonya Norris <sonya@boec.org>

Sent: Thursday, March 27, 2025 5:50 PM

To: Sarah Crump <sarahc@townofbreckenridge.com>

Cc: Graham Frank <gfrank@breckenridgegrandvacations.com>; Leslee Balten <lesleebalten@colorado-law.com>

Subject: RE: future BOEC facilities at Imperial Hotel Peak 8 Breckenridge

External sender <sonya@boec.org>

Make sure you trust this sender before taking any actions.

Hi Sarah,

We had a chance to speak with Graham Frank from BGV today to walk through the proposed plans and review how the BOEC program area, parking, and access details address the needs of BOEC and our participants. After reviewing the plans with Graham, we are fully aligned with what has been proposed and what is becoming a reality. We don't have any concerns at this time, but we appreciate you reaching out to confirm that the proposed details align with our ongoing discussions.

Mike and his team have gone above and beyond to ensure BOEC has adequate space, storage, and parking as well as accessible entry/exits and walkways to the snow from the building for both winter and summer programs. We are incredibly grateful to them for ensuring that this remained a component of the project.

Please let me know if you'd like to discuss any additional thoughts or concerns by phone.

Many thanks,

Sonya

Sonya Norris (she/her)
Executive Director, BOEC
sonya@boec.org

From: rfshelley.pe@gmail.com
To: [Sarah Crump](#)
Cc: ["Richard Himmelstein"](#)
Subject: RE: Comments concerning the Imperial Hotel Development
Date: Friday, March 28, 2025 1:07:10 PM
Attachments: [image001.png](#)

External sender <rfshelley.pe@gmail.com>

Make sure you trust this sender before taking any actions.

Sarah,

Thank you for your response. Please reinforce to all that we are opposed to a dog kennel next door to One Ski Hill Place. In our opinion, operation of a dog kennel would be incompatible with the scenic mountain setting on peak 8. I would think the development of this unique parcel would require special approvals, review and consideration by the town. Incorporation of the "dog day spa" into the gondola development would be more appropriate and would provide the service to a greater number of visitors. Then this space could be used for something else such as pickleball courts, coffee bar, etc., something that would enhance vs detract from a person's peak 8 mountain experience.

Regards

Bob and Cindy Shelley
Homeowner 8302 OSHP

From: Sarah Crump <sarahc@townofbreckenridge.com>
Sent: Thursday, March 13, 2025 12:12 PM
To: rfshelley.pe@gmail.com
Subject: RE: Comments concerning the Imperial Hotel Development

Good morning Mr. Shelley,

Your comments below have been shared with both the applicant and Planning Commissioners.

In reference to your questions regarding the dog kennel. It is the Town's understanding that the applicant is proposing what would be considered more of a "dog day spa." This pet kennel/dog fence will not be an area that the public can allow pets to freely enter and will be monitored and maintained by staff of the Imperial. We have requested the applicant provide more information regarding the business plan for the dog kennel/dog spa prior to the final hearing for the project; however, the Town's development code does not limit this type of commercial activity which is allowed in this Land Use District.

We thank you for your comments.



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: rfshelley.pe@gmail.com <rfshelley.pe@gmail.com>

Sent: Friday, March 7, 2025 2:20 PM

To: Sarah Crump <sarahc@townofbreckenridge.com>

Subject: Comments concerning the Imperial Hotel Development

External Message - Please confirm you know the sender!

Breckenridge Planning Commission

After reviewing the plans for the Imperial Hotel Development, the following are concerns that we have about the impact on our home at One Ski Hill Place 8302.

- Is what they propose a dog run (an enclosed area for people to just let their dogs out) or kennel (intended to house overnight)? **We are opposed to the dog kennel with overnight boarding services because it is outfront/adjacent and would be a detriment to our building.**
- **Is the building spacing adequate for visual appearance?** Does not appear that they are taking into account balconies on either building in calculating building spacing. Also, need to take into account building height when evaluating building spacing. For visual appearance taller building require greater spacing.
- They illustrate and show everything piecemeal. Need a drawing depicting all existing and proposed structures together. Also need illustrations depicting both one ski hill place and the proposed new buildings from both directions on Ski Hill Rd.
- **Need to evaluate the impact of the Imperial development on Ski Hill Rd traffic at peak times.** Last time with Lionheart, the evaluations of the impact on travel times were performed using averages. In the real world no one cares about averages, what matters is the impact during peak travel times.
- The landscaping shown between buildings and in front of one skihill place is inadequate and can be improved.

If you have questions, please let me know.

Regards

Robert (Bob) Shelley

Homeowner – One Ski Hill Place 8302

Phone - 281-658-2572

Email - rfshelley.pe@gmail.com

From: [Richard Himmelstein](#)
To: [Graham Frank](#)
Cc: [Sarah Crump](#); [Chris Kulick](#); [Pat Gordon](#); [Alexandra Foroglou](#); [alex.dorotik](#); [Ryan Taylor](#); [Marianne McMahon](#); [Mike Dudick](#); [Mark Truckey](#); [Chris Payne](#) ([PAYNEC@ballardspahr.com](#)); [John L. Palmquist](#); [Michael Dudick](#)
Subject: Re: Imperial Hotel
Date: Monday, March 31, 2025 4:09:36 PM
Attachments: [image001.png](#)
[image002.png](#)
[image001.png](#)
[Lionheart Document.pdf](#)
[Email from Mike Dudick dated Mar 20, 2024.pdf](#)
[Development Agreement with OSHP\(53\).pdf](#)
[030125 OSHP Imperial Exhibit.pdf](#)
[Ullr and change in points for employee housing.pdf](#)

Warning: Unusual sender <richard.himmelstein@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

CRE 408 Communication

Graham,

Thank you for your email.

I strongly and respectfully disagree that BGV ("Developer") has designed the building to be in strict conformance with the agreement with One Ski Hill Place HOA ("OSHP"), the Development Agreement, and Town Planning Codes. Let me provide a few examples below (note, there are many more examples that can, and will, be provided if this matter isn't resolved amicably):

1. The proposed Imperial Hotel development is not abiding by the Master Plan that requires a view corridor separating the proposed Imperial development from OSHP. If your attached document "030125 OSHP Imperial Exhibit" were to include the railings for the proposed dog park and the required landscaping, there would be no view corridor left from Ski Hill Rd. Further, there has been no fit test done for said view corridor from Ski Hill Rd (which is a requirement per the Master Plan and Development Code).
2. Reiterating, this view corridor separating OSHP from the proposed Imperial building is in the Master Plan. Further, per the Master Plan, OSHP is the flagship building at the base of Peak 8 and this 47' spacing (i.e., view corridor) supports such. Said view corridor is also very important in that the Developer has an agreement with the ToB that their proposed building doesn't have to step down next to OSHP. For visual appearance, a taller building requires greater spacing. Your document "030125 OSHP Imperial Exhibit" clearly depicts the proposed Imperial Hotel to be the new flagship building at the base of Peak 8 which further doesn't abide by the Master Plan (i.e., usurps OSHP as the flagship building at the base of Peak 8). Note BVG already usurped OSHP from being the flagship building on the ski resort side with the Ullr Statue. I will further explain below.
 - o The Ullr statue was illegally installed on Vail Resorts property (i.e., specifically on land owned by their subsidiary, Vail Summit Resorts, Inc.). The approvals that Mike Dudick and Breckenridge Grand Vacations received for the Ullr statue are invalid in that under the land use law, they cannot obtain approvals on land not owned by them. BVG's architect Mr. Matt Stais wrote a letter dated July 2, 2019 to Ms. Julia Puester (see attached) where Mr. Stais appears to be intentionally misleading and "beats around the bush" writing on page 2 ***"We recognize that many of these improvements are located on 'metro district' property, which is technically different from Grand Colorado Peak 8 property..."***. But, on page 19, the drawing clearly shows that the Ullr statue is on Vail Summit Resort, Inc. property. Digressing, I was a member of the One Ski Hill Place ("OSHP") HOA board at this time. As an OSHP board member, we were never notified of the placement of the Ullr statue (directly in front of the Grand Colorado at the base of Peak 8). Basically, the location of the statue further erodes OSHP being the flagship property on the ski resort side at the base of Peak 8 (per the Master Plan). I am not questioning the beauty of the statue, just the location. Although Mike Dudick paid for the Ullr statue, Mike Dudick should not have the unilateral right to avoid the required planning development process. For a number of reasons (which I won't outline here), I believe that the statue should have been located in alignment with the Gondola (where it would have been between OSHP and the Grand Colorado).
3. Dog park and kennels - the noise alone would be above the noise ordinance for the ToB. Compounding matters, a dog park between two large building structures (Imperial Hotel and OSHP) would further increase the noise level due to echoing).
4. OSHP has an agreement with the Developer for a building setback of 47' (for no building structure next to OSHP); but, the Developer is not abiding by it. When the Imperial Hotel development agreement was being negotiated with the ToB, Mike Dudick expressly agreed to abide by the 47' building separation as was originally agreed with the East Peak 8 Hotel Lionheart proposed development (to get OSHP HOA's approval). Please see email attached from Mike Dudick dated March 20, 2024 where he expressly agreed to this. Also, for your ready reference, please see attached agreement (East Peak 8 Hotel Lionheart Document, paragraph 5). The recording of the Town Council Meeting February 25, 2020 at which time a condition of approval for the East Peak 8 Hotel Lionheart development expressly memorializes the minimum 47 foot separation from the structures - as measured from OSHP closest deck edge. You can listen to Danny Teodoru, OSHP HOA attorney on the recording from the Town Council meeting on February 25, 2020 by using this link: https://breckenridge.granicus.com/MediaPlayer.php?view_id=1&clip_id=307&fbclid=IwAR1Z4WEoGXIdaZfbcG8C3k7Sb5Wv4eSllnOxMVRyRjS69h8COjUbaA9ZQtK (Start listening at 3:21:18 to hear, first-hand, what Danny Teodoru said supporting this project). Danny Teodoru then expressly confirmed the 47' building separation at 3:25:38 - 3:26:56). Accordingly, we need to ensure we have 47' separation from our building, including our closet deck edge to the Imperial Hotel's proposed building (including balconies, vertical walls and roof overhangs). Basically, the dog park, stairs and everything within the 47' building separation doesn't abide with OSHP's agreement. Digressing, Sarah Crump, acknowledged on March 4 to you as

the Developer's representative, and me that stairs are a building structure. In that regard the 47' radius from OSHP places the stairs within said 47' which doesn't abide by the agreement with OSHP.

5. Regarding the 47' building separation between the proposed Imperial Hotel and OSHP that was agreed upon by Mike Ducik - P89 & P93 of the agenda packet: <https://www.townofbreckenridge.com/home/showpublisheddocument/25480/638763288278622817> incorrectly shows what the Developer believes to be 47' from OSHP. The notch is not correct (as there are roof forms above). See link to pictures: <https://photos.app.goo.gl/oNURVY96Sr75krAh6>. As such, the Developer's drawing is incorrect where they claim the 47' setback is located.
6. P72 of the agenda packet shows the shoring tieback easement 120' wide by 28.34' in depth. At the planning board meeting on March 4, 2025, as the Developer's representative, you made a number of factual inaccuracies in your statements to the planning commissioners regarding the easement held by OSHP. Specifically, at approximately 1:03:40 into the meeting: https://www.youtube.com/watch?v=_YmHbxvLhUw, you made the following false statements:
1. Vail Resorts holds the rights to the shoring easement.
 2. The easement was a temporary shoring easement.
 3. He had the benefit of being involved and has a good understanding of the shoring easement.
 4. He is working with Vail Resorts to vacate the shoring easement.
 5. The shoring easement was to the benefit of Vail Resorts and its associated entities involved in the OSHP Project.
 6. The proposed development wouldn't compromise any shoring system that was there for permanent building systems, so hopefully that pacifies you.
 7. He will bring evidence of vacated easement at the next planning board meeting.
- Reiterating, all facts asserted by you, as the Developer's representative are patently false.
 - The easement recorded in Summit County under filing #936240 states as follows:
Vail Summit Resorts...Hereby grants, dedicates and conveys to One Ski Hill Place, LLC., its successors and assigns, a non-exclusive easement in, through and under those portions of the remainder of tract C designated on this plat as an easement containing the words "Shoring Tie Back" in its descriptive name (each a "Shoring Tie Back Easement" and collectively, the "Shoring Tie Back Easements"), which Shoring Tie Back easements may be used solely for the purpose of constructing, maintaining, repairing and replacing the underground improvements and facilities connected to shoring walls located within Lot 1, Peak 8.
 - The rights under this easement were transferred from One Ski Hill Place, LLC. to the OSHP HOA by action of a Condominium Declaration, recorded on 4-30-2010 as filing #938267. The easement is specifically mentioned in exhibit 1 of the Condominium Declaration. Thus, the easement unambiguously conveys, as an express easement to OSHP HOA, the forever right to use that land for the shoring tie back. Only OSHP HOA can vacate it, an act which has never been discussed with OSHP HOA and which will never occur.

I am also disappointed in your public accusations (in front of Sarah Crump and others), after the March 4 planning board meeting, where as the Developer's representative, you falsely alleged that I had represented myself as President of OSHP to the planning commissioners.

In the recent March 4, 2025 planning commission (https://www.youtube.com/watch?v=_YmHbxvLhUw) at 1:05:00, the Developer provided renderings for a view corridor from the back deck for a single family residential neighbor in the 4 O'Clock subdivision. As the flagship building for the base of Peak 8, OSHP and residential owners are entitled to being provided the same. Specifically, we are asking to see the view corridor from Ski Hill Rd (between the two buildings showing the view corridor as is required in the Master Plan); from each balcony facing the proposed development; and from the Ski Resort (i.e., from the Trygve Chair lift). I would appreciate this information being provided and time to review with all of our residential owners prior to scheduling a meeting with the Developer.

In the interim, you are welcome to call me if you have any questions regarding this email or my concerns. I truly want to work with you in moving your development forward.

Thank you.

Regards,

Richard B. Himmelstein
Phone: (970) 368-2010
email: richard.himmelstein@gmail.com

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----- Forwarded message -----

From: **Graham Frank** <gfrank@breckenridgegrandvacations.com>

Date: Mon, Mar 31, 2025 at 11:58 AM

Subject: Re: Imperial Hotel

To: Richard Himmelstein <richard.himmelstein@gmail.com>, Sarah Crump <sarahc@townofbreckenridge.com>

Cc: Chris Kulick <chrisk@townofbreckenridge.com>, Pat Gordon <pgordon@eplawyers.com>, Alexandra Foroglou <alexinwinterland@yahoo.com>, alex dorotik <alex@ingenuitylawcolorado.com>, Ryan Taylor <Rtaylor2@vailresorts.com>, Marianne McMahon <mmcmahon@vailresorts.com>, Mike Dudick <MAD@breckenridgegrandvacations.com>, Truckey Mark <markt@townofbreckenridge.com>, Chris, Payne (PAYNEC@ballardspahr.com) <PAYNEC@ballardspahr.com>, John L Palmquist <john@jpalmquistlaw.com>, Graham Frank <gfrank@breckenridgegrandvacations.com>, Michael Dudick <michaeld@breckenridgegrandvacations.com>

Richard,

Thank you for sending your thoughts and the attached agreement. As you know BGV has designed the building to be in strict conformance with this agreement, the Development Agreement, and Town Planning Codes. We have always been and plan to continue to be a good neighbor.

Per our agreement:

“BGV agrees that no building structure in the Development will be built to be closer than 47 feet (including balconies) to any building structure in OSHP, as measured by Town Staff in accordance with Town-approved plans. For avoidance of doubt, a building structure does not include subterranean areas (such as garages) under a main building structure, or mechanical, electric transformers or similar types of structures.”

As you can see from the attached exhibit, no vertical building surface, or balconies are within the agreed 47 foot setback and you can see on the second page of the attachment the OSHP Condo views have been improved versus the building plans that were previously approved.

Regarding the pet spa, several incorrect assertions were made in the meeting by attendees about the function, pet waste, and hours of operation of the area. We are happy to address these items and any other questions you and your HOA board have regarding this area on a meeting. Please send us your available meeting times for next week (the week of 4/7/25) and we can set up a Teams meeting to walk you through the plans and address any outstanding questions.

Regards,

Graham

GRAHAM FRANK

P: 303-517-0419

E: gfrank@breckgv.com



From: Richard Himmelstein <richard.himmelstein@gmail.com>

Date: Tuesday, March 4, 2025 at 9:56 PM

To: Sarah Crump <sarahc@townofbreckenridge.com>

Cc: Chris Kulick <chrisk@townofbreckenridge.com>, Pat Gordon <pgordon@eplawyers.com>, Alexandra Foroglou <alexinwinterland@yahoo.com>, alex dorotik <alex@ingenuitylawcolorado.com>, Ryan Taylor <Rtaylor2@vailresorts.com>, Marianne McMahon <mmcmahon@vailresorts.com>, Graham Frank <gfrank@BreckenridgeGrandVacations.com>, Mike Dudick <MAD@BreckenridgeGrandVacations.com>, Truckey Mark <markt@townofbreckenridge.com>

Subject: Re: Imperial Hotel

CAUTION: External email. Verify sender, links & attachments!

Hi Sarah,

As discussed tonight with Graham Frank, Graham will schedule a Zoom meeting with the ToB and One Ski Hill Place HOA ("OSHP"). Without a full review of the proposed plans by our professionals, One Ski Hill Place HOA's initial concerns with the project are as follows:

1. OSHP HOA has an agreement (attached for your ready reference with the developer) that **"...no building structure in the Development will be built to be closer than 47 feet (including balconies) to any building structure in OSHP...** Specifically, the 47" wide view corridor from Ski Hill Rd with no building structure is very important to OSHP. Said view corridor is also an important part of the Master Plan.
2. OSHP HOA is strongly opposed to the kennel and dog park. The noise generated will exceed the Town Noise ordinance.

Thank you.

Regards,

Richard B. Himmelstein

Phone: (970) 368-2010

email: richard.himmelstein@gmail.com

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----- Forwarded message -----

From: **Sarah Crump** <sarahc@townofbreckenridge.com>

Date: Mon, Mar 3, 2025 at 8:59 AM

Subject: RE: Imperial Hotel

To: Richard Himmelstein <richard.himmelstein@gmail.com>, Chris Kulick <chrisk@townofbreckenridge.com>

Cc: Pat Gordon <pgordon@eplawyers.com>, Alexandra Foroglou <alexinwinterland@yahoo.com>, alex dorotik <alex@ingenuitylawcolorado.com>

Thank you for your comments. They have been forwarded to the Planning Commission.



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

From: Richard Himmelstein <richard.himmelstein@gmail.com>
Sent: Friday, February 28, 2025 7:46 PM
To: Chris Kulick <chrisk@townofbreckenridge.com>
Cc: Pat Gordon <pgordon@eplawyers.com>; Alexandra Foroglou <alexinwinterland@yahoo.com>; Sarah Crump <sarahc@townofbreckenridge.com>; alex dorotik <alex@ingenuitylawcolorado.com>
Subject: Re: Imperial Hotel

External Message - Please confirm you know the sender!

Chris, Please confirm that you will share this email with the planning commissioners. Thank you.

=====

Dear Planning Board Commissioners:

The Master Plan has a clear requirement of having smaller, lower density buildings towards the end of the Peak 8 Base. Reiterating from my January 14 below, One Ski Hill Place ("OSHP") steps down next to the Imperial Hotel (see attached picture). Accordingly, the Imperial Hotel needs to also step down next to OSHP to be in conformance with the Master Plan. Based on the below picture, the Imperial Hotel is approximately 3 1/2 stories taller than OSHP. The massive height of the Imperial Hotel immediately adjacent to OSHP would create a canyon effect and a wind tunnel. The natural light and views from OSHP to the east would be gone. Again, this would not be in compliance with the Master Plan. Per the Master Plan, OSHP is the flagship building and is supposed to be the tallest building at the base of Peak 8. If the Imperial Hotel does not properly step down next to OSHP, it will supplant OSHP as the flagship building (which would not be in compliance with the Master Plan).

When our unit owners purchased at OSHP, the Master Plan (and models shown to us) had this proposed development a maximum height of 35'. Specifically, I am respectfully requesting that the top building floor elevation of the Imperial Hotel, immediately adjacent to OSHP, be no higher than the top finish floor of OSHP.

Note: OSHP top finish floor immediately adjacent to the Imperial Hotel is level 4 (which I believe has a finish floor level of 9,992). The 9,992 finish floor elevation is calculated by using the plaza elevation of 9,956 which is the finish floor of the 1st floor plus 3 floors @ 12' height equals the 9,992 finish floor elevation.

Regarding the Point Analysis:

1. There should be negative points for the proposed building not stepping down.
2. I respectfully and strongly disagree that Policy 16/R, Internal Circulation should award (+3) for improved skier and pedestrian access easement. The Imperial Hotel needs to have direct pedestrian access on the ski resort side (e.g., heated ADA compliant walkway) to the existing plaza area and gondola (this will help mitigate vehicular traffic on Ski Hill Rd.). The guests at the Imperial Hotel will want to use the public amenities at the base of Peak 8 (ski shop, lift tickets, coffee shop, ice skating rink, restaurants).

Traffic on Ski Hill Rd - the Imperial Hotel is approximately twice the density as OSHP. We need traffic to be addressed as part of this approval process. Extending the gondola operation during ski season (currently operating until 5pm) to 8pm would allow people from the base of Peak 7-8 to commute to town for dinner and back. It would also benefit the restaurants at the base of Peak 7-8 by bringing new parties up to patronize the restaurants at the base of Peak 7-8.

Thank you for your time and attention.

Regards,

Richard B. Himmelstein

Phone: (970) 368-2010

email: richard.himmelstein@gmail.com

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----- Forwarded message -----

From: **Richard Himmelstein** <richard.himmelstein@gmail.com>

Date: Tue, Jan 14, 2025 at 7:55 PM

Subject: Imperial Hotel

To: Michael Kulick <chrisk@townofbreckenridge.com>

Cc: Pat Gordon <pgordon@eplawyers.com>, Alexandra Foroglou <alexinwinterland@yahoo.com>

Chris, hope you are well. Please confirm that you will share the below email with the planning commissioners. Thank you.

=====

Dear Planning Board Commissioners:

I own two properties at the base of Peak 8 (a condo unit at One Ski Hill Place and a residence at 19 Peak Eight Court).

I support development that respects the Peak 7-8 Master Plan and serves to benefit the entire Peak 7-8 community. With that said, I am very concerned about the height of the Imperial hotel based on the below picture in the Summit Daily:



Immediately adjacent to One Ski Hill Place ("OSHP"), it appears that the Imperial Hotel will be approximately 7 1/2 stories tall.

OSHP steps down next to the Imperial Hotel. Accordingly, the Imperial Hotel should also step down next to OSHP. Based on the above picture, it appears to me that the Imperial Hotel is approximately 3 1/2 stories taller than OSHP. The massive height of the Imperial Hotel immediately adjacent to OSHP would create a canyon effect and a wind tunnel. The natural light and views from OSHP to the east would be gone.

Per the Master Plan, OSHP is the flagship building and is supposed to be the tallest building at the base of Peak 8. If the Imperial Hotel does not properly step down next to OSHP, it will supplant OSHP as the flagship building (which would not be in compliance with the Master Plan).

When our unit owners purchased at OSHP, the Master Plan (and models shown to us) had this proposed development a maximum height of 35'. Specifically, I am respectfully requesting that the top building floor elevation of the Imperial Hotel, immediately adjacent to OSHP, be no higher than the top finish floor of OSHP.

Note: OSHP top finish floor immediately adjacent to the Imperial Hotel is level 4 (which I believe has a finish floor level of 9,992). The 9,992 finish floor elevation is calculated by using the plaza elevation of 9,956 which is the finish floor of the 1st floor plus 3 floors @ 12' height equals the 9,992 finish floor elevation.

A few other points to mention:

1. The existing plaza area at the base of Peak 8 has a base elevation of 9,956. The Imperial Hotel plaza area will be significantly higher than the existing plaza area. The Imperial Hotel needs to have direct pedestrian access on the ski resort side (e.g., heated ADA compliant walkway) to the existing plaza area and gondola (this will help mitigate vehicular traffic on Ski Hill Rd.). The guests at the Imperial Hotel will want to use the public amenities at the base of Peak 8 (ski shop, lift tickets, coffee shop, ice skating rink, restaurants). Further, concerned about a possible pinch point for skiers (e.g., skiers trying to get back to the Imperial Hotel from the base of Peak 8) if there is not a designated walkway. If there is not a walkway, pedestrians (non-skiers will be on the ski resort walking to/from the Imperial Hotel) or said skiers, instead of taking a lift, may opt to walk up the hill on the ski resort, back to the Imperial Hotel (which could interfere with skiers skiing from Trygve's run to the base area seeking a different lift). Digressing, Seeing pedestrians trying to walk up snow and navigate around skiers would not make the base of Peak 8 feel like a world class ski resort. In fact, the bottom of the ski area is inside the ToB limits and any collision could cause litigation and liability for the ToB. Failure to not have the Imperial Hotel accessible to the gondola (on the ski resort side) will have serious safety issues in perpetuity.
2. Extending the gondola operation during ski season (currently operating until 5pm). Extending to 8pm allows people from the base of Peak 7-8 to commute to town for dinner and back. It would also benefit the restaurants at the base of Peak 7-8 by bringing new parties up to patronize the restaurants at the base of Peak 7-8.

Thank you for your time, attention and consideration.

Regards,

Richard B. Himmelstein

Phone: (970) 368-2010

email: richard.himmelstein@gmail.com

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is executed between the One Ski Hill Place Homeowners Association (“OSHP”) and Breckenridge Holdco LLC, a Delaware limited liability company, with its assigns or affiliates (collectively “BGV”).

RECITALS

A. BGV desires to develop the East Peak 8 Development (the “Development”) under an amendment to the Master Peak 7 and Peak 8 Master Plan and an accompanying Development Agreement (the “Development Agreement”) with the Town of Breckenridge.

B. OSHP is adjacent to the west of the Development and has a vested interest in certain terms related to the design, layout, elevations and operations of the Development.

C. OSHP agrees to support the Development Agreement in all respects provided BGV agrees to abide by and follow the terms, conditions and covenants relating to the Development under this MOU.

AGREEMENT

1. OSHP agrees to support the Development Agreement.
2. BGV agrees that no building structure in the Development will be built to be closer than 47 feet (including balconies) to any building structure in OSHP, as measured by Town Staff in accordance with Town-approved plans. For avoidance of doubt, a building structure does not include subterranean areas (such as garages) under a main building structure, or mechanical, electric transformers or similar types of structures.
3. BGV shall use efforts, which are considered standard in the industry, to minimize mechanical equipment, including generators and ventilation equipment, at the Development which would create noise or a nuisance for OSHP. Nothing in this section shall be construed as prohibiting BGV from constructing the Development in accordance with good, workmanlike, and sound construction practices customary in the industry or as otherwise required by Town-approved plans.
4. BGV agrees that all structures within the Development next to OSHP will step down such that the elevation of the highest building in the Development will not exceed the elevation of the OSHP building as measured by Town Staff in accordance with Town-approved plans.
5. BGV agrees that service entrances, supply docks, trash receptacles (including dumpsters) or other non-guest access service entrances to the Development will not be located directly adjacent to OSHP. OSHP acknowledges the primary service entrance will be located facing and with access from Ski Hill Road toward the western end of the building.

6. BGV agrees to use its best efforts to minimize deliveries to the Development before 8 a.m. and between 3:30 p.m. and 5:00 p.m., and to make good faith efforts to minimize the frequency and impacts of vehicle deliveries on OSHP. OSHP acknowledges that that BGV does not have the ability to ensure or guarantee the exact time of deliveries, but will make reasonable efforts to adhere to the delivery schedule as closely as possible.

7. OSHP shall have an option to purchase workforce housing from the Entrada project. This option would be subordinate to BGV and Vail Resorts.

8. BGV agrees to operate its own shuttle service program (and not pay into the BMMA shuttle program) for the Development, if requested by OSHP and if approved by the BMMA.

9. BGV agrees to endorse the appointment of an OSHP board member or representative to the BMMA board.

10. BGV agrees to pay for three-fifths of any welcome/entry signs approved by the Town for the base of Peak 8 which will include OSHP.

11. BGV agrees to actively engage and collaborate with and support OSHP in discussions and planning activities concerning traffic challenges on Ski Hill Road, with a specific focus on identifying alternate traffic routes. This collaboration may extend to exploring different access routes connecting Ski Hill Road and Park Avenue, aiming to alleviate traffic congestion and improve overall traffic flow on Ski Hill Road.

12. BGV agrees to support requests by OSHP that the Gondola hours be extended during peak times and BGV agrees to pay its proportionate share of any such costs.

13. The recitals are incorporated herein verbatim.

[Remainder of page omitted; Signatures on the following page.]

ONE SKI HILL PLACE HOMEOWNERS
ASSOCIATION

DocuSigned by:
Nancy Pierce
By: 3A0046EB4DF04412
Name: Nancy Pierce
Title: OSHP HOA President

BGV

DocuSigned by:
Mike Dudick
By: B52627E7E2AB48D
Name: Mike Dudick
Title: CEO

Planning Commission Staff Report

Subject: Sabor a Michoacan - Large Vendor Cart
(Class B Minor Development Permit application, Combined Hearing; PL-2025-0059)

Proposal: New 100 square foot vendor cart located in the BBC parking lot.

Date: April 28, 2025 (For meeting of May 6, 2025)

Project Manager: Clif Cross - Planner II

Applicant: Ricardo Pineda (Sabor a Michoacan)

Property Owner: Store Master Funding XVI, LLC

Address: 13445 CO State Hwy 9

Legal Description: Lot 1 Placer Flats Sub

Land Use District: LUD 6, Residential allowed at 1 to 15 Units per Acre (UPA), Lodging at 25 UPA, Commercial at 25 UPA

Site Conditions: There is an existing business at this location, the Breckenridge Building Center, which covers the majority of the site with their existing building, parking lot, and building supply storage area. The lot is approximately 8.5 acres, and the vendor cart is proposed to be located on the east side of the parking lot.

Adjacent Uses: North: Future Highlands Riverfront Tract E Condos Multifamily Building (residential)
South: Vacant Lot, Breckenridge Water Treatment Plant
East: Open Space, CO State Hwy 9
West: Stan Miller Drive, Stan Miller Inc. (light industrial)

Staff Comments

This proposal is reviewed under Policy 49 (Absolute) Vendor Carts and is a new large vendor cart proposal.

Policy 49 (Absolute) Vendor Carts:

A. Vendor Cart Locations: Large vendor carts and small vendor carts are permitted only in those land use districts where commercial uses are an allowed or recommended land use.

Land Use District 6 allows commercial use.

B. Vendor Cart General Design Standards: Large vendor carts and small vendor carts are subject to the following general design standards:

(2) General Design Standards Outside The Conservation District: The following general design standards apply as indicated to large vendor carts and small vendor carts located outside of the conservation district:

a. All large vendor carts and small vendor carts must be constructed of professional quality for use as a food vending cart.

The vendor cart has been previously used as a food vending cart and is well constructed.

b. All large vendor carts and small vendor carts must be in good working condition, with no broken or rusty parts. All exterior materials must be kept clean and in neat appearance. No rusty or broken metal or chipped or broken wood is allowed. Metal and wood may be used as exterior finishes. The gauge, detailing and finish of all metal surfaces shall be suitable for long term use in an exterior location. All exposed edges must be finished. All metal used in carts shall have concealed seams and overlapping joints. All wood details and finishes must be suitable for long wear in an exterior location. All detailing, construction and finishing shall be done in a craftsmanlike manner. No rough cut, unfinished or distressed woods will be considered as finish materials.

The vendor cart is professionally constructed and has a finished exterior.

(3) Additional Requirements For All Vendor Carts:

a. Large Vendor Carts: The following additional design and operational standards apply to large vendor carts:

1. Large vendor carts must be located on private property.

The cart will be located entirely on private property owned by Store Master Funding XVI, LLC.

2. Large vendor carts may only sell food and beverages in forms suited for immediate consumption. This shall include hot or cold prepared foods and beverages, and prepackaged food and snacks, whether eaten at the site of sale, or "carry out/to go". Fresh fruits and vegetables may be sold from a large vendor cart in limited amounts if they are normally and customarily eaten in a raw form, but a large vendor cart shall not be used primarily to sell fresh fruits and vegetables.

The applicant proposes to sell Mexican cuisine for immediate consumption.

3. The area of a large vendor cart counts as density. The density shall be assessed against the real property on which the vendor cart is located.

Per the Placer Flats Master Plan, amended in 2021, Lot 1 has an assigned 27.9 SFEs of density. The BBC structures used 27.1 SFEs, leaving a remaining 0.8 SFEs of density. Commercial, service commercial, and industrial uses are calculated at 1 SFE = 1,000 sq. ft. which leaves a remaining 800 sq. ft. of commercial density on Lot 1. The vendor cart is 100 sq. ft., which is below the remaining allowed density.

4. Large vendor cart owners shall improve the immediate area around their business through the installation of pavers, landscaping, awnings, and/or small decks to help the vendor carts to look less temporary, and to blend into the surrounding character. Where the surrounding area is already improved with such finishes as listed above, this requirement may be waived by the planning commission.

The cart will be located next to an existing landscape island in the existing paved parking area.

5. The maximum size of a large vendor cart is one hundred (100) square feet.

The cart is 100 sq. ft.

6. The maximum height of a large vendor cart is ten feet (10'). The height of the cart shall be measured vertically from the ground to the highest point of the cart including signage or other equipment, if any.

The cart is 8' tall at its highest point.

7. If a large vendor cart is connected to the town's municipal water system, the owner must pay water plant investment fees for the vendor cart. If a large vendor cart is connected to the town's municipal water system, it must also be connected to the public sanitation system.

The vendor cart will not be connected to the town's municipal water system.

8. If a large vendor cart uses a commissary kitchen, the commissary kitchen must be identified on the vendor cart permit application, and any applicable water

plant investment fees must be paid by the owner of the commissary kitchen. If the commissary kitchen changes during the term of the permit, the large vendor cart permit holder must notify the director within ten (10) days of the date of the change.

The applicant uses a commissary kitchen located at building A3, 40 Cove Boulevard in Dillon.

9. Siding and other compatible materials used on a large vendor cart must wrap all sides of the vendor cart.

The exterior of the pre-manufactured cart is made of aluminum panels, which wrap all sides of the proposed cart. This is the same material used for two other previously approved large vendor carts in town. Staff does not have any concerns.

10. Exterior colors used on a large vendor cart must meet the town's color chroma palette. The color of all large vending carts shall be selected from the "Munsell Book Of Color" on file with the community development department. The maximum chroma for the exterior of a large vending cart shall be 4 (unless red or yellow are used, then a maximum chroma of 6) and a maximum value of 6.

The cart is primarily white and will not be repainted as part of this approval.

11. All signs for a large vendor cart shall be subject to the Breckenridge sign code. One permanent freestanding sign is allowed for a large vendor cart, unless otherwise prohibited by the Breckenridge sign code.

There is no proposed signage as part of this application. Any future signage will be required to be reviewed with a separate Sign Permit application.

12. Generators are prohibited for large vendor carts, except for use as an emergency source of power when the permanent source of power to the large vendor cart is temporarily unavailable.

The cart has electric service provided directly from Xcel Energy, and is not proposed to have a generator.

13. If a large vendor cart has wheels, the wheels shall be permanently screened with a skirting design architecturally compatible with the exterior of the cart.

The wheels are permanently screened.

14. Any trailer hitch on a large vendor cart must be removed or completely covered from view.

The trailer hitch is completely covered from view.

15. Owners of large vendor carts must obtain and maintain in full force and effect throughout the permit a valid Town of Breckenridge business license.

The owner shall obtain a valid business license upon receiving approval.

16. Large vendor carts must be windproof, waterproof and locked when not in operation.

The cart is windproof, waterproof, and locked when not in operation.

17. Outdoor seating for a large vendor cart is limited to a maximum of twelve (12) seats and three (3) tables.

The owner is not proposing any seating at this time.

18. The operator of a large vendor cart shall comply with all applicable health regulations with respect to the operation of the large vendor cart.

The cart has been approved by Summit County Environmental Health.

Policy 18 (Absolute) Parking: *Off Street Parking: All developments within the town shall comply with chapter 3, "Off Street Parking Regulations", of this title.*

Restaurants are required to have 3.5 parking spaces for every 1,000 sq. ft. of restaurant area. At 100 sq. ft., the cart is required to have one (1) parking space ($100 \text{ sq. ft.} / 1,000 = 0.1$. $0.1 \times 3.5 \text{ spaces} = 0.35$ spaces, which rounds up to 1 space). Lot 1 has a required 72 spaces per the Placer Flats Master Plan and there are currently 92 spaces on the existing parking lot, leaving sufficient parking for both the existing and proposed uses. Staff has no concerns.

Point Analysis

The proposal meets the requirements of Policy 49 (Absolute) Vendor Carts and all other Absolute Policies. Staff has not found any reason to assign positive or negative points under any Relative Policies.

Staff Recommendation

The Community Development Department recommends approval of Sabor a Michoacan, Large Vendor Cart (PL-2025-0059), located at 13445 State Hwy 9 with a passing point analysis of zero (0) points, along with the attached Findings and Conditions of Approval.

TOWN OF BRECKENRIDGE

Sabor a Michoacan, Large Vendor Cart
Lot 1 Placer Flats Sub
13445 State Hwy 9
PL-2025-0059

FINDINGS

1. The proposed project is in accord with the Development Code and does not propose any prohibited use.
2. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
4. This approval is based on the staff report dated **April 28, 2025**, and findings made by the Planning Commission with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on **May 6, 2025**, as to the nature of the project. In addition to Commission minutes, the audio of the meetings of the Commission are recorded.
6. The issues involved in the proposed project are such that no useful purpose would be served by requiring two separate hearings.

CONDITIONS

7. **A development permit for a large vendor cart issued pursuant to this policy shall be valid for three (3) years, until May 13, 2028, as provided in Section 9-1-17-8 of the Town's Development Code, and may be renewed.**
8. 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.
9. 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.
10. The terms and conditions of this permit are in compliance with the statements of the staff report and applicant made in their application.
11. Applicant shall meet 9-1-19-49A: Policy 49 (Absolute) Vendor Carts.
12. The development project approved by this Permit must be constructed and remain in accordance with the plans and specifications, which were approved by the Town in connection with the Development Permit application. Any operational or material deviation from the approved plans and specifications without Town approval as a modification may result in the Town legal action under the Town's development regulations.
13. All parking related to the operation of the Large Vendor Cart shall occur on approved paved 9' x 18' (minimum) parking spaces.

- 14. The applicant shall obtain and maintain in full force and effect throughout the permit a valid Town of Breckenridge business license.**
15. The applicant shall obtain all required permits and inspections from Summit County Environmental Health.
16. Exterior lighting shall be reviewed through a separate permit and conform with the Town's lighting Policy.
17. A separate Sign Permit is required for any signage to be displayed by this Large Vendor Cart.
18. Applicant shall screen any propane tank in a manner approved by the Town per the Development Code.
19. Applicant shall remove the Vendor Cart and all associated improvements once the Vendor Cart stops operating for a period of 6 months or the permit expires, whichever is sooner.

Vendor Cart Location

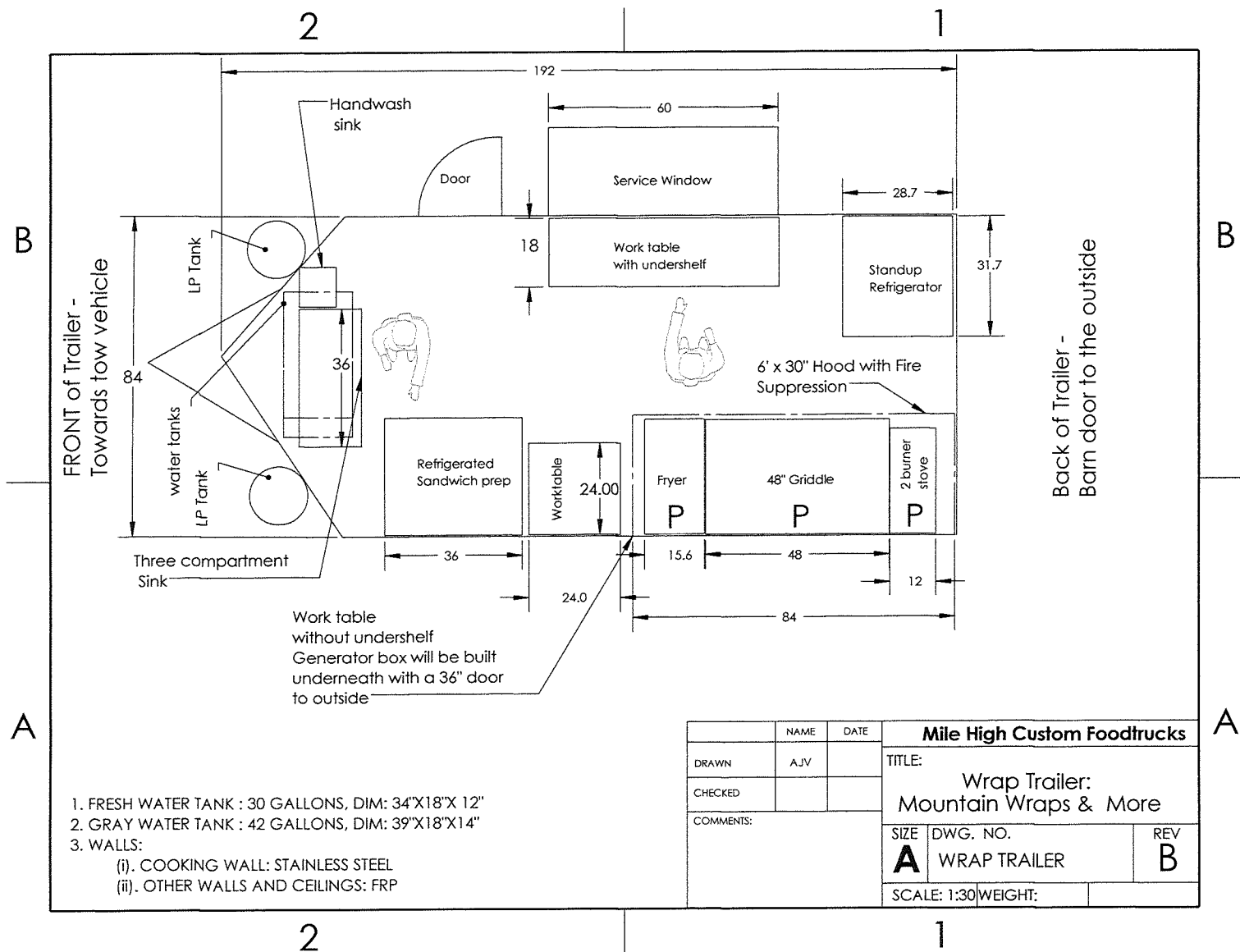


Vendor Cart Exterior



Vendor Cart Interior





Planning Commission Staff Report

Subject:	Parcel 5 Subdivision Plat (Class B Subdivision Combined Hearing, PL-2025-0047)
Proposal:	The applicant proposes to subdivide the existing Parcel 5 of the Peak 8 Subdivision Filing No. 1 totaling 1.0958 acres to create a new Parcel 5 Subdivision comprised of two single-family residential lots. The approved Development Agreement for the Gondola Lots and Peak 7 & 8 Master Plans contemplated the eventual subdivision of this lot into two single-family residential lots. Two single-family lots, with disturbance envelopes, density limitations, private access easements, public access easements, and utility easements are proposed.
Date:	May 1, 2025 (for meeting of May 6, 2025)
Project Manager:	Sarah Crump, AICP, Senior Planner
Property Owner:	P8E SFL, LLC
Applicant:	Graham Frank, P8E SFL, LLC (Breckenridge Grand Vacations)
Address:	550 Four O'clock Run Road
Legal Description:	Lot 5 Peak 8 Subdivision Filing No. 1 Proposed: Lots 1 and 2, Parcel 5 Subdivision
Site Area:	Total: 1.096 acres Proposed: Lot 1: 0.5916 acres Lot 2: 0.5041 acres
Land Use District:	LUD 10 (allows 2 UPA, residential) Parcel 5 is subject to the Peak 7 and 8 Master Plan and a Development Agreement between the Town of Breckenridge and Gondola Properties, LLC, BGV Partners 8 Entrada LLC, 9 Vail Summit Resorts, INC., AND LC 10 Breckenridge Holdco, LLC. The Master Plan provisions and terms of the Development Agreement supersede the Land Use Guidelines regarding use and density.
Site Conditions:	Existing Parcel 5 is densely wooded with lodgepole pine trees. The site is split in half by an existing Breckenridge Ski resort gravel service road. The site slopes downhill from south to north at approximately 10%.
Adjacent Uses:	North: Lot 4, Peak 8 Subdivision (current Breckenridge Ski Resort Administration, future site of proposed Imperial Hotel), Tract C, Peak 8 Subdivision (ski area terrain) South: Lot 9, Timber Trail Subdivision, (Single-Family Residence) East: Lots 26 and 27, Four O'clock Run Subdivision (Single-Family Residences) West: Tract C, Peak 8 Subdivision (ski area terrain)

Item History

Previous subdivisions of Tract C, Peak 8 Subdivision created Lot 1 (One Ski Hill Place), Lot 2, (Grand Colorado on Peak 8), Lot 3 (Grand Lodge Peak 8-East Building) and Lot 4 (The Breckenridge Ski Resort Administration Building and this Lot 5 (Parcel 5) which was contemplated in the approved April 9, 2024 Development Agreement as two single-family residential home sites.

An amendment to the Peak 7 and 8 Master Plan was approved August 13, 2024 which assigned the use of single-family residential development and 2 SFEs to Parcel 5. A copy of the Development Agreement and amended Master Plan are included in the packet.

Staff Comments

9-2-1-15: WAIVER OF REQUIREMENTS:

Notwithstanding any provisions contained herein to the contrary, the director or planning commission may waive any of the procedural or substantive requirements of this chapter if such requirement creates an undue hardship on a particular application or is irrelevant to the scope or location of the subdivision proposal in question and the director or commission incorporates such a finding into the final decision or permit. (Ord. 23, Series 1992)

Staff finds that the following items in the Subdivision Standards not relevant to the scope of the proposal:

- Blocks: With only two lots proposed at an extension of an existing roadway, the formation of subdivision blocks is not applicable.
- Street Lighting Plan: No new streetlights are required or being installed as part of this subdivision. The future single-family lots will be accessed by a shared private driveway from the existing County maintained Four O'clock Run Road.
- Landscaping Plan: The Subdivision Standards require applicants to submit a landscaping plan showing one tree installed for every fifteen (15) feet of roadway. No new public roadways are proposed as part of this application and the existing Parcel 5 is heavily wooded. The access for any future residences constructed will remain a privately maintained access, not a public right-of-way and installation of new trees associated with the subdivision is not required.
- Proposed Streets, Traffic Control Devices and Signs: No new public roads or traffic control devices are proposed, or required, with this subdivision. Access to the lots is provided from a private driveway extension to the existing County-maintained Four O'clock Run Road, right of way. No improvements to roadway capacity are required related to this subdivision.
- Pedestrian And Bicycle Circulation Systems: No new bike or pedestrian infrastructure is being installed or is required as part of this two-lot subdivision.

9-2-4-1: General Requirements: The proposed subdivision conforms to the General Requirements of the Subdivision Code and is consistent with the approved Development Agreement. Staff has no concerns.

9-2-4-2: Design Compatible With Natural Features: Staff is comfortable with the proposed two lot subdivision as it relates to natural features. The entirety of the site has moderate grades that average approximately 10%, sloping uphill from north to south. The proposed parcel is moderately wooded with lodgepole pine trees but contains no sensitive environment. One single-family lot will be on the uphill and one will be located on the downhill. Any future proposals for development of structures on the lots will consider natural terrain and their designs will be evaluated for integration into the existing slope.

The Town's Engineering Department was extensively involved in the review of the development agreement and did not express any concerns with this proposed subdivision related to its design being compatible with natural features.

Section 9-2-4-2 States:

“ A. The design of every subdivision shall be compatible with the existing topography, drainage patterns, and other natural features on the site.

B. The design of the subdivision should, wherever possible, lower all maintenance costs both public and private through a self- maintainable ecological system, to conserve materials, construction labor, construction equipment, land and environmental values; to balance construction costs, amortization costs, operating costs, maintenance costs and replacement costs, thereby minimizing total average annual costs.

C. The design of every subdivision shall make adequate provision for the use and maintenance of open space. (Ord. 23, Series 1992)

D. Every subdivision shall strive to conserve existing features which add value or are of benefit to the development or the town as a whole, such as trees, watercourses, ridgelines and hillsides visible from an area of concern, historic sites, and similar irreplaceable assets.

Trees outside the disturbance envelope will be protected during future construction according to Development Code standards. Staff has no concerns related to section 9-2-4-2 of the Code.

9-2-4-3: Drainage, Storm Sewers, and Flood Prevention: There are no plans for improvements or construction associated with this subdivision proposed at this time which would impact the existing site drainage conditions. Any necessary drainage improvements as a result of proposed future construction for the Parcel 5 single-family lots will be provided for during any subsequent development or construction. A detailed final drainage plan for the existing site conditions has been reviewed by the Engineering Department. Drainage will be evaluated again with the submittal of any site-specific Development Permit Applications and will need final approval from the Engineering Division prior to any Building Permits being issued. Staff has no concerns about drainage or flood prevention associated with this proposal.

9-2-4-4: Utilities: Utilities may be installed at the time of future site-specific development permits to construct the residences. Plat note No. 11 assigns the future construction and installation of utility connections to whichever lot is first constructed. Installation of the private driveway, sewer lines, public water main connection, electricity, gas, telecoms, and fire hydrant utilities will be the responsibility of the lot owner(s) at the time of residence construction if not previously installed.

The applicant has worked with the Sanitation District and Water and Engineering Divisions to determine where future utility connections will be made from existing lines should construction of any residence occur in the future. Future utility installations and connections associated with either of the single-family lots will be required to follow the subdivision code requirements and will be reviewed by the Town's Engineering and Water Divisions as part of the building permit application process. This condition is also stipulated in plat note No. 11.

Related to utilities, the Development Agreement requires any future residences to remit a water plant investment fee (PIF) amount that is equal to 1.25 times the PIF rate at the time of development. This stipulation is reflected in plat note No. 6. Staff has no concerns.

The plat provides for numerous overlapping utility and access easements. Easements delineated on the plat include: a non-exclusive vehicular and pedestrian access easement granted to the ski area, a non-exclusive private sewer line easement granted to the ski area, an existing turn-around easement for Summit County, and a non-exclusive general public pedestrian and recreational use easement granted to the Town. Staff has no concerns.

9-2-4-5: Lot Dimensions, Improvements And Configuration: The proposed subdivision matches what was contemplated in the approved development agreement and meets all the requirements of this section.

Section 3. of 9-2-4-5 states:

“Lots shall take the form of plain geometric shapes except where conditions existing on the site, such as wetlands, steep hillsides, or other environmentally sensitive areas warrant the use of nonlinear lot shapes, when an open space parcel is created, or the proposed subdivision is generally consistent with a vested master plan that

displays proposed lot lines. Flag lots or other irregular shapes proposed as a means of manipulating the square footage of lots in developed areas shall not be permitted”

The layout of the proposed subdivision is two roughly equal sized half-acre lots; each are four-sided plain geometric shapes. The two lots will be bisected by a private driveway extension from the end of County maintained Four O'clock Run Road. One lot will be uphill (south) of the private Four O'clock Run Road extension and one lot will be downhill (north). Lot 1 totals 25,771 sq. ft. (0.5916 acres) and Lot 2 totals 21,959 sq. ft. (0.5041 acres); both exceed the minimum lot size requirement of 5,000 sq. ft. Both lots have platted disturbance envelopes which limit site disturbance to be contained within the envelope. Allowances for disturbance inside and outside the envelope found in proposed plat note No. 3. align with the allowances provided in the development code section 9-2-4-5C.7.d-e. The disturbance envelopes are platted to meet required setbacks of 25' front, 15' rear, and a combined 50' side setback with a minimum of 15' as found in section 9-2-4-5C.7.b2. The front setback is measured from the lot line parallel to Four O'clock Run Road. The proposed lots are devoid of wetlands, steep hillsides, or environmentally sensitive areas. Staff has no concerns.

The Development Agreement granted relief from the subdivision standards 9-2-4-5C.2. and 9-2-4-5C.7.b4. which require lot depth to be no greater than twice lot width and disturbance envelope lines to be formed with right angles respectively. Lot 2 narrows considerably to the south as the terrain moves uphill, creating a narrow triangular disturbance envelope. This does not meet the standard requirements for lot width of 9-2-4-5C.2. Both Lots 1 and 2 propose disturbance envelopes that are not formed by right angles. Because these provisions were waived by the Development Agreement, staff has no concerns.

The approved Development Agreement limits the total density (above and below grade) on each lot to a maximum of 7,500 sq. ft. This limitation is reflected as plat note No. 1. on the proposed plat. Staff has no concerns.

9-2-4-13: Dedication Of Park Lands, Open Space And Recreational Sites Or The Payment Of Fees In Lieu Thereof: *All subdividers shall provide land for open space purposes, or cash contributions in lieu of land, or a combination of both, at the option of the town which are roughly proportional in both nature and extent to the impacts created by the proposed subdivision. Unless a different dedication or payment is required by the planning commission on the basis of competent evidence presented, it shall be presumed that the requirements of this section satisfy the rough proportionality requirement; provided, **however, that this requirement shall not apply to a person who undertakes to resubdivide a parcel for which an open space dedication has previously been made, or a person who undertakes to subdivide a structure. This land dedication or cash or combination thereof shall be provided in accordance with the following criteria and formula: (Ord. 27, Series 1995) (Emphasis Added)***

Since an open space dedication was made during a previous resubdivision, the requirements of section 9-2-4-13 have been satisfied related to this application. Staff has no concerns.

Staff Recommendation

Staff recommends the Planning Commission approve the Parcel 5 Subdivision, Filing No. 1, PL-2025-0047, located at 550 Four O'clock Run Road at this combined hearing, with the attached Findings and Conditions of Approval.

TOWN OF BRECKENRIDGE

Lots 1 & 2, Parcel 5 Subdivision
550 Four O'clock Run Road
PL-2025-0047

FINDINGS

1. The proposed project is in accord with the Subdivision Ordinance 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 **May 1, 2025**, and findings made by the Planning Commission with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on **May 6, 2025**, as to the nature of the project. In addition to Commission minutes, the audio of the meetings of the Commission are recorded.
6. If the real property which is the subject of this application is subject to a severed mineral interest, the applicant has provided notice of the initial public hearing on this application to any mineral estate owner and to the Town as required by Section 24-65.5-103, C.R.S.
7. **This Development Permit, PL-2024-0047, 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 24, 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.**
8. The issues involved in the proposed subdivision are such that no useful purpose would be served by requiring two separate hearings.

CONDITIONS

1. The Final Plat of this property may not be recorded 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, refuse to record the Final Plat, issue a stop order requiring the cessation of any work being performed under this permit, 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 will expire three (3) years from the date of Town Council approval, on **May 13, 2028**, unless the Plat has been filed. 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. **Prior to issuance of any certificate of occupancy for either residence on Lot 1 or 2, whichever is first constructed, the dedicating owner, or its successors and assigns, shall construct the subdivision according to the approved subdivision plan and plat note No. 11, and shall be responsible for and shall pay all costs of installation of the private driveway and all specified utility, fire hydrant, drainage, and revegetation improvements. All improvements shall be in accordance with Town regulations and the terms of plat note No. 11.**
6. This permit contains no agreement, consideration, or promise that a certificate of occupancy or certificate of compliance will be issued by the Town. A certificate of occupancy or certificate of compliance will be issued only in accordance with the Town's planning requirements/codes and building codes.
7. **Per the Development Agreement dated May 23, 2024, and recorded at Reception No. 1331127 with the Summit County Recorder, regarding accommodation unit licensing, upon the issuance of a certificate of occupancy for a single-family home on Lot 1 or Lot 2, the Town will place the lot for which the certificate of occupancy has been issued in the short-term rental Resort Zone.**

PRIOR TO RECORDATION OF FINAL PLAT

8. Applicant shall submit and obtain approval from Town staff of a final plat that meets Town subdivision requirements and the terms of the subdivision plan approval.
9. Per Section 9-2-3-5-B of the Subdivision Standards, the following supplemental information must be submitted to the Town for review and approval prior to recordation of the final plat: title report, errors of closure, any proposed restrictive covenants, any dedications through separate documents, and proof that all taxes and assessments have been paid.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT P&E SFL LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO:

PARCEL 5, A RESUBDIVISION PLAT OF PARCEL 5, ACCORDING TO THE FIFTH RESUBDIVISION PLAT OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION, FILING No. 1, TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO, A SUBDIVISION AS FILED FOR RECORD ON OCTOBER 17th, 2024 AT RECEPTION NUMBER 1339786 IN OFFICE OF THE CLERK AND RECORDER AND CONTAINING 47,730.98 SQUARE FEET OR 1.0958 ACRES.

HAS LAID OUT, SUBDIVIDED AND PLATTED THE SAME INTO LOTS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF: "RESUBDIVISION PLAT, PARCEL 5 SUBDIVISION, A RESUBDIVISION OF PARCEL 5, PEAK 8 SUBDIVISION FILING No. 1", AND BY THESE PRESENTS, DOES HEREBY SET APART AND DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL OF THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND PLACES AS SHOWN HEREON, AND FURTHER HEREBY DEDICATES THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE PURPOSES AS SHOWN HEREON.

IN WITNESS WHEREOF, P&E SFL LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO

BE HEREUNTO SUBSCRIBED THIS _____ DAY OF _____, 2025.
P&E SFL LLC, A COLORADO LIMITED LIABILITY COMPANY.

BY: _____
GRAHAM R. FRANK, DESIGNATED OFFICER

ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF SUMMIT)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025, BY GRAHAM R. FRANK, DESIGNATED OFFICER OF P&E SFL LLC, A COLORADO LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES: _____, WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

TITLE COMPANY'S CERTIFICATE

LAND TITLE GUARANTEE OF SUMMIT COUNTY, DOES HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO ALL LANDS SHOWN HEREON AND ALL LANDS HEREIN DEDICATED BY VIRTUE OF THIS PLAT AND TITLE TO ALL SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS _____ DAY OF _____, A.D., 2025.

AGENT

TOWN OF BRECKENRIDGE CERTIFICATE

THIS PLAT IS APPROVED THIS _____ DAY OF _____, 2025.

TOWN OF BRECKENRIDGE

BY: _____
DIRECTOR, DEPARTMENT OF
COMMUNITY DEVELOPMENT

NOTICE:

PUBLIC NOTICE IS HEREBY GIVEN THAT THE TOWN OF BRECKENRIDGE HEREBY ACCEPTS ALL OF THE OFFERS OF DEDICATION MADE BY THIS PLAT. HOWEVER, SUCH ACCEPTANCE DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS AND RIGHTS OF WAY REFLECTED HEREON FOR MAINTENANCE BY THE TOWN. UNTIL SUCH ROADS AND RIGHTS OF WAY MEET TOWN ROAD SPECIFICATIONS AND ARE SPECIFICALLY ACCEPTED BY THE TOWN, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID ROADS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE LAND EMBRACED BY THIS SUBDIVISION.

TOWN CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, ____M. THIS _____ DAY OF _____, 2025, AND IS DULY RECORDED.

TOWN CLERK

CERTIFICATE OF TAXES PAID

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES DUE AND PAYABLE AS OF _____, 2025 UPON PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL. DATED THIS _____ DAY OF _____, 2025.

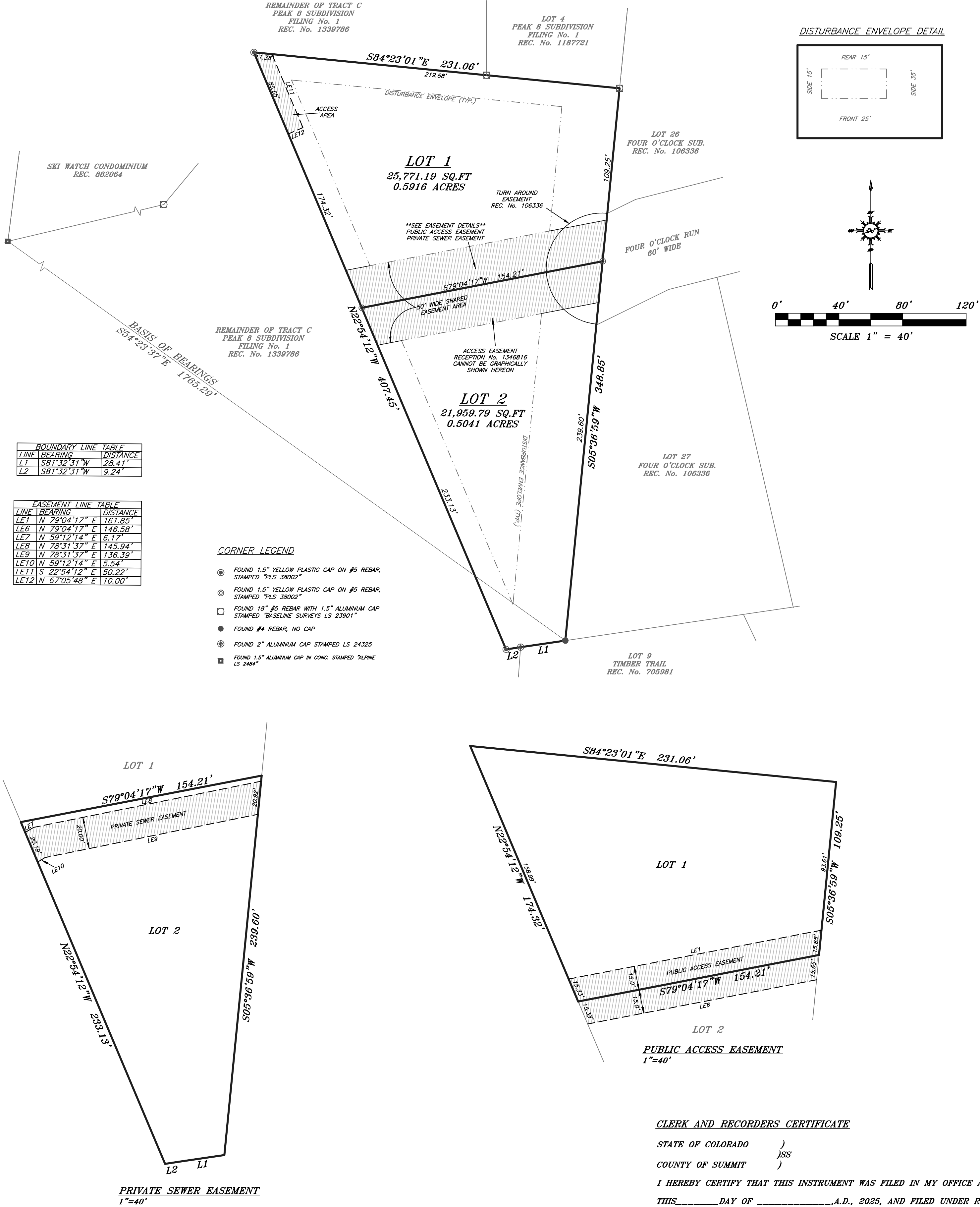
SUMMIT COUNTY TREASURER

SURVEY NOTES

- FOR THE PURPOSE OF TITLE AND EASEMENTS OF RECORD, BASELINE SURVEYS LLC RELIED UPON THE TITLE COMMITMENT ORDER No. M20215981, DATED FEBRUARY 26th, 2025, PREPARED BY LAND TITLE GUARANTEE COMPANY.
- THE BASIS OF BEARINGS FOR PARCEL 5 IS A CALCULATED BEARING OF N41°51'17"W, BETWEEN FOUND CORNERS T-1 (BASE POINT) AND T-5, ROTATION FROM PLATTED BEARINGS COUNTER CLOCKWISE 0°07'00".

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

RESUBDIVISION PLAT
PARCEL 5 SUBDIVISION
A RESUBDIVISION OF PARCEL 5, PEAK 8 SUBDIVISION, FILING No. 1
ACCORDING TO THE FIFTH RESUBDIVISION PLAT RECORDED 10/17/2024
AT REC. 1339786. LOCATED IN THE TOWN OF BRECKENRIDGE
COUNTY OF SUMMIT, STATE OF COLORADO



CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO)
COUNTY OF SUMMIT)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____M., THIS _____ DAY OF _____, A.D., 2025, AND FILED UNDER RECEPTION NO. _____.

COUNTY CLERK AND RECORDER

PLAT NOTES:

- EACH SINGLE-FAMILY HOME ON LOTS 1 AND 2 IS LIMITED TO A TOTAL OF 7,500 SQUARE FEET OF DENSITY PER LOT AS CALCULATED BY THE BRECKENRIDGE DEVELOPMENT CODE.
- EACH RESIDENCE SHALL INCLUDE AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH THE UNIFORM FIRE CODE AS ADOPTED BY THE TOWN OF BRECKENRIDGE.
- SITE DISTURBANCE ENVELOPES HAVE BEEN ESTABLISHED HEREON FOR LOTS 1 AND 2 WITHIN WHICH ALL CONSTRUCTION ACTIVITIES AND IMPROVEMENTS MUST BE LOCATED. THESE ENVELOPES, BUT IS NOT LIMITED TO, GRADING, EXCAVATION, SOIL DISRUPTION, TREE CUTTING AND/OR THE REMOVAL OF NATIVE VEGETATION UNLESS APPROVED BY SEPARATE TOWN REVIEW IN CONNECTION WITH AN APPROVED FIRE MITIGATION AND/OR FOREST MANAGEMENT PLAN, BUILDINGS, ROOF OVERHANGS, STRUCTURES, DECKS, AT GRADE PATIOS, FENCES, STAIRS, WINDOW WELLS, BAY WINDOWS, PARKING SPACES, PARKING HAMMERHEADS, OR OTHER SIMILAR IMPROVEMENTS AND DEVELOPMENT.
- NOTWITHSTANDING THE FOREGOING, THE FOLLOWING MAY OCCUR OUTSIDE OF A PLATTED SITE DISTURBANCE ENVELOPE: 1) CONSTRUCTION OF APPROVED DRIVEWAY ACCESS AND PAVING (ONCE A DRIVEWAY CROSSES A SITE DISTURBANCE ENVELOPE LINE, THE DRIVEWAY SHOULD NOT AGAIN CROSS THE ENVELOPE), WALKWAYS, NECESSARY DRIVEWAY RETAINING WALLS, UTILITY CONNECTIONS, PEDESTALS AND BOXES, APPROVED DRAINAGE AND STORM WATER MANAGEMENT FACILITIES INCLUDING BUT NOT LIMITED TO DETENTION PONDS AND CULVERTS, PUBLIC AND PRIVATE TRAILS AND ASSOCIATED IMPROVEMENTS, STREET LIGHTING, DRIVEWAY ENTRANCE SIGNAGE AND RELATED LIGHTING, MAILBOXES, FIRE HYDRANTS, FREESTANDING SOLAR ARRAYS AND WIND TURBINES, AND SOIL DISTURBANCES RELATED TO ALL SUCH ACTIVITIES; 2) APPROVED TREE PLANTING AND LANDSCAPING; AND 3) OTHER ACTIVITIES APPROVED BY THE TOWN OF BRECKENRIDGE PLANNING DIRECTOR WHICH ARE CONSISTENT WITH THE INTENT AND PURPOSE OF THE TOWN REQUIREMENT FOR THE CREATION OF SITE DISTURBANCE ENVELOPES.
- THE REAL PROPERTY INCLUDED IN THIS PLAT IS SUBJECT TO THE PROVISIONS OF A NON-EXCLUSIVE PRIVATE DECLARATION OF SHARED ACCESS AND UTILITY EASEMENTS GRANTED FOR THE BENEFIT OF THE LOT OWNERS FOR THE PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM FOUR O'CLOCK RUN ROAD, FOR GRADING, DRAINAGE, SNOW STORAGE, AND THE INSTALLATION OF UTILITIES IN THE AREA MARKED ON THE PLAT AS "SHARED EASEMENT AREA", ALL AS SET FORTH IN THE INSTRUMENT RECORDED [_____] AT RECEPTION NO. [_____] SUMMIT COUNTY, COLORADO AS THE SAME MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME.
- THE REAL PROPERTY INCLUDED IN THIS PLAT IS SUBJECT TO THE PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRECKENRIDGE MOUNTAIN MASTER PLANNED COMMUNITY RECORDED SEPTEMBER 18, 2002 AT RECEPTION NO. 680212, SUMMIT COUNTY, COLORADO AS THE SAME MAY BE AMENDED OR SUPPLEMENTED, AND TO THE PROVISIONS OF THE DECLARATION CONCERNING DISCLOSURES, ACKNOWLEDGMENTS, WAIVERS, AND CONSTRUCTION DEFECT DISPUTE RESOLUTION RECORDED JANUARY 10, 2008 AT RECEPTION NO. 877856, SUMMIT COUNTY, COLORADO.
- EACH LOT OWNER SHALL, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE DEVELOPMENT OF THE SUBJECT LOT, REMIT TO THE TOWN A PLANT INVESTMENT FEE ("PIF") EQUAL TO 1.25 OF THE THEN IN-TOWN PIP RATE TO FUND TOWN WATER SUPPLY AND/OR TANK IMPROVEMENTS TO SERVE EACH OWNER'S LOT IN THIS SUBDIVISION.
- THE REAL PROPERTY INCLUDED IN THIS PLAT IS SUBJECT TO PROVISIONS OF A NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT GRANTED FOR THE BENEFIT OF VAIL SUMMIT RESORTS, INC., ITS SUCCESSORS AND ASSIGNS, OVER, ACROSS AND THROUGH THE AREAS MARKED ON THE PLAT AS "ACCESS AREA" FOR THE PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM FOUR O'CLOCK RUN ROAD, THE ACCESS AREA, AND THE REMAINDER OF TRACT C, AS SET FORTH IN THE INSTRUMENT RECORDED FEBRUARY 16, 2025 AT RECEPTION NO. 1346816, SUMMIT COUNTY, COLORADO AS THE SAME MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME.
- LOT 2 IS SUBJECT TO A NON-EXCLUSIVE PRIVATE SEWER LINE EASEMENT GRANTED FOR THE BENEFIT OF VAIL SUMMIT RESORTS, INC., ITS SUCCESSORS AND ASSIGNS, OVER, ACROSS AND THROUGH THE AREA MARKED ON THE PLAT AS "PRIVATE SEWER EASEMENT" FOR THE PURPOSES OF LOCATING AN UNDERGROUND PRIVATE SEWER LINE CONNECTION FROM THE EXISTING PUBLIC SEWER SYSTEM WITHIN FOUR O'CLOCK RUN ROAD TO THE EXISTING PRIVATE SEWER LINE WITHIN THE REMAINDER OF TRACT C, WITH SUCH PRIVATE LINE TO BE MAINTAINED, REPAIRED AND REPLACED AT THE EXPENSE OF VAIL SUMMIT RESORTS, INC., ITS SUCCESSORS AND ASSIGNS IN TITLE TO THE REMAINDER OF TRACT C, RESERVING ALL SURFACE RIGHTS TO THE OWNER OF LOT 2.
- THE REAL PROPERTY INCLUDED IN THIS PLAT IS SUBJECT TO PROVISIONS OF A NON-EXCLUSIVE GRANT OF EASEMENT GRANTED FOR THE TOWN OF BRECKENRIDGE AND THE GENERAL PUBLIC, FOR THE PURPOSES OF YEAR-ROUND PEDESTRIAN NON-MOTORIZED ACCESS TO RECREATIONAL AREAS AND FOR RECREATIONAL PURPOSES OVER, ACROSS AND THROUGH THE AREA MARKED ON THE PLAT AS "PUBLIC ACCESS EASEMENT." GRANTOR AND THE OWNERS OF THE LOTS ON THIS PLAT SHALL BE ENTITLED TO THE PROTECTIONS OF SECTIONS 33-41-101 THROUGH 106, INCLUSIVE AND AS AMENDED, SUPPLEMENTED, SUPERSEDED AND REPLACED FROM TIME TO TIME, COLORADO REVISED STATUTES.
- EACH UTILITY EASEMENT SHOWN ON THIS PLAT IS GRANTED HEREIN FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, AND REPLACEMENT OF THE FOLLOWING UTILITIES: WATER, SEWER, GAS, ELECTRIC, FIBER OPTIC, TELEPHONE, FIBER OPTIC, AND OTHER COMMUNICATION SERVICES. THE EASEMENTS ARE PERPETUAL AND NON-EXCLUSIVE IN NATURE.
- PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY FOR EITHER RESIDENCE ON LOT 1 OR 2 WHICHEVER IS FIRST CONSTRUCTED, THE DEDICATING OWNER, OR ITS SUCCESSORS AND ASSIGNS, SHALL CONSTRUCT THE SHARED PRIVATE DRIVEWAY, PRIVATE SEWER LINES, SHARED PUBLIC WATER MAIN, AND FIRE HYDRANT WITHIN THE SHARED ACCESS AREA SHOWN ON THIS PLAT IN ACCORDANCE WITH THE APPROVED CIVIL SITE PLAN, GRADING AND DRAINAGE PLAN, AND UTILITY PLAN PREPARED BY TETRA TECH ON FEBRUARY 27, 2025 APPROVED IN CONNECTION WITH THIS RESUBDIVISION. FINAL WATER LINE UTILITY CONSTRUCTION AND DRAINAGE PLANS SHALL BE REVIEWED AND APPROVED IN ACCORDANCE WITH TOWN OF BRECKENRIDGE STANDARDS. IN ADDITION, CONNECTIONS TO ALL OFF-SITE SEWER AND WATER LINES NECESSARY TO SERVE LOTS 1 AND 2 SHALL BE INSTALLED AND OPERABLE AT SUCH TIME. ALL AREAS DISTURBED BY SUCH CONSTRUCTION SHALL BE REVEGETATED AND LANDSCAPING INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN PREPARED BY NORRIS DESIGN ON MARCH 4, 2025 APPROVED IN CONNECTION WITH THIS RESUBDIVISION.
- NOTWITHSTANDING THE FOREGOING, IT IS THE RESPONSIBILITY OF EACH LOT OWNER TO CONSTRUCT AND INSTALL (I) THE DRIVEWAY AND OTHER ACCESS IMPROVEMENTS AS NECESSARY TO PROVIDE PEDESTRIAN AND VEHICULAR ACCESS TO THEIR FUTURE RESIDENCE FROM THE SHARED ACCESS AREA; AND (II) ALL WATER, SEWER, ELECTRIC, GAS, FIRE PROTECTION, TELEPHONE, FIBER OPTIC, OTHER COMMUNICATION SERVICES, AND OTHER UTILITY LINES AND OTHER IMPROVEMENTS NECESSARY TO PROVIDE SEPARATE SERVICE TO THEIR FUTURE RESIDENCES, IN ALL CASES, IN ACCORDANCE WITH THE PLANS APPROVED IN CONNECTION WITH THE CONSTRUCTION OF THEIR RESPECTIVE RESIDENCE.
- AN EASEMENT MAY BE DESIGNATED FOR MULTIPLE PURPOSES. FOR EXAMPLE, AN EASEMENT DESIGNATED AS PUBLIC ACCESS EASEMENT MAY ALSO BE DESIGNATED AS UTILITY EASEMENT.
- ANY EASEMENTS HEREIN RESERVED OR GRANTED SHALL NOT MERGE WITH ANY FEE INTEREST IF ANY BENEFICIARY OF THE EASEMENT IS OR BECOMES THE OWNER OF LAND ON WHICH THE EASEMENT IS LOCATED, BUT SHALL REMAIN SEPARATE AND DISTINCT PROPERTY RIGHTS OF SUCH OWNER, ITS SUCCESSORS AND ASSIGNS, UNTIL RELINQUISHED IN ACCORDANCE WITH LAW.

SURVEYOR'S CERTIFICATE

I, GEORGE CHRISTIAN MOODY, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THIS RESUBDIVISION PLAT, PARCEL 5 SUBDIVISION, PEAK 8 SUBDIVISION, FILING No. 1, WAS PREPARED BY ME AND UNDER MY SUPERVISION, THAT BOTH THIS PLAT AND THE SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE MONUMENTS WERE PLACED PURSUANT TO 38-51-105, C.R.S.

DATED THIS ____th DAY OF MARCH, 2025.

GEORGE CHRISTIAN MOODY, P.L.S.
COLORADO L.S. No. 39002
FOR AND ON BEHALF OF BASELINE SURVEYS, LLC

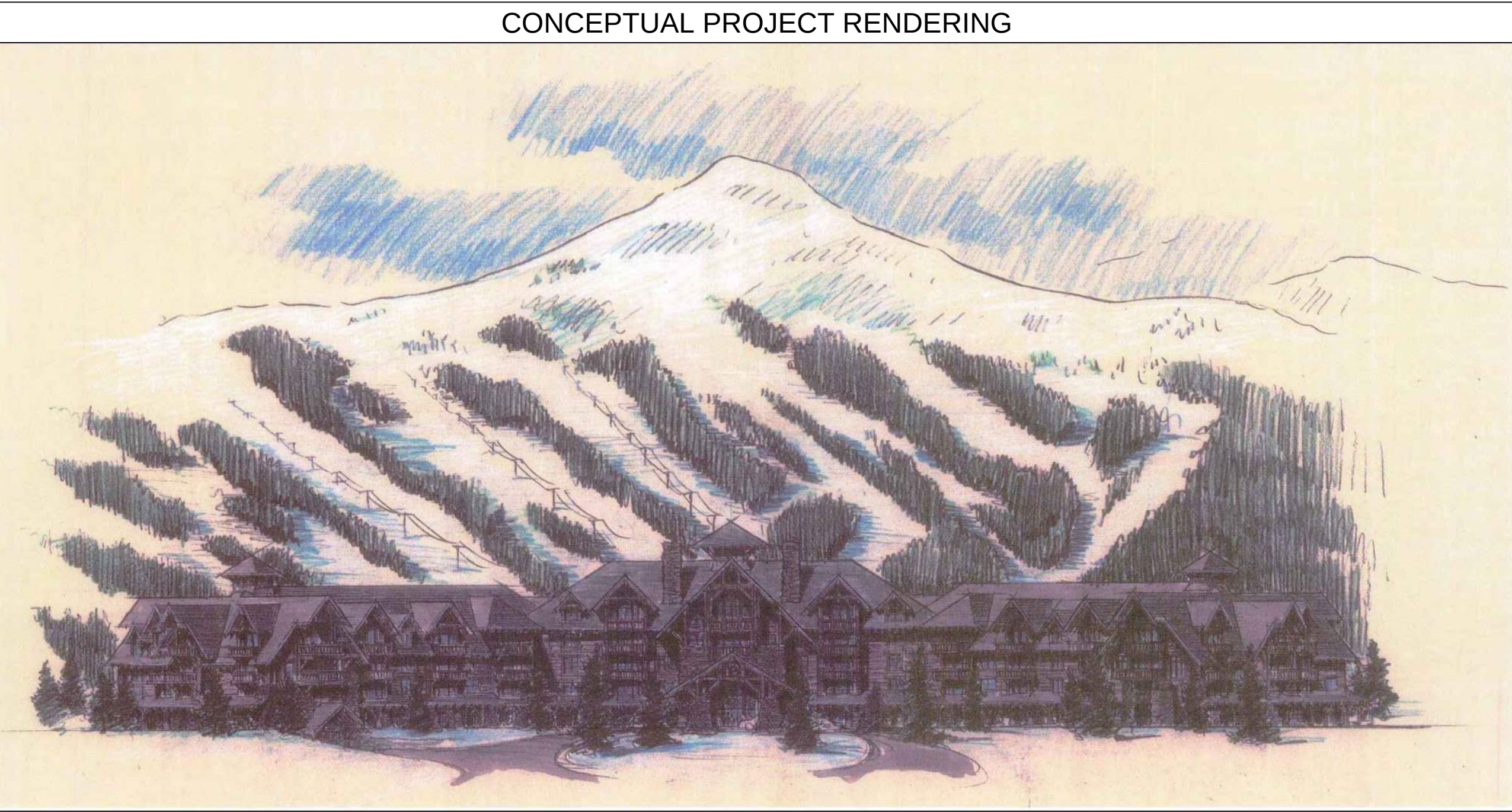
Baseline Surveys LLC			
RESUBDIVISION PLAT PARCEL 5 SUBDIVISION A RESUBDIVISION OF PARCEL 5, PEAK 8 SUBDIVISION, FILING No. 1 ACCORDING TO THE FIFTH RESUBDIVISION PLAT RECORDED 10/17/2024 AT REC. 1339786. LOCATED IN THE TOWN OF BRECKENRIDGE COUNTY OF SUMMIT, STATE OF COLORADO			
Date	Revisions	SHEET 1 OF 1	
		Date: 4/15/2025	Scale: 1"=40'
		Drawn By: RDG	Checked By: NPO
		Job No: 4644	DWG File: 4644 P-5

PEAK 7 & 8

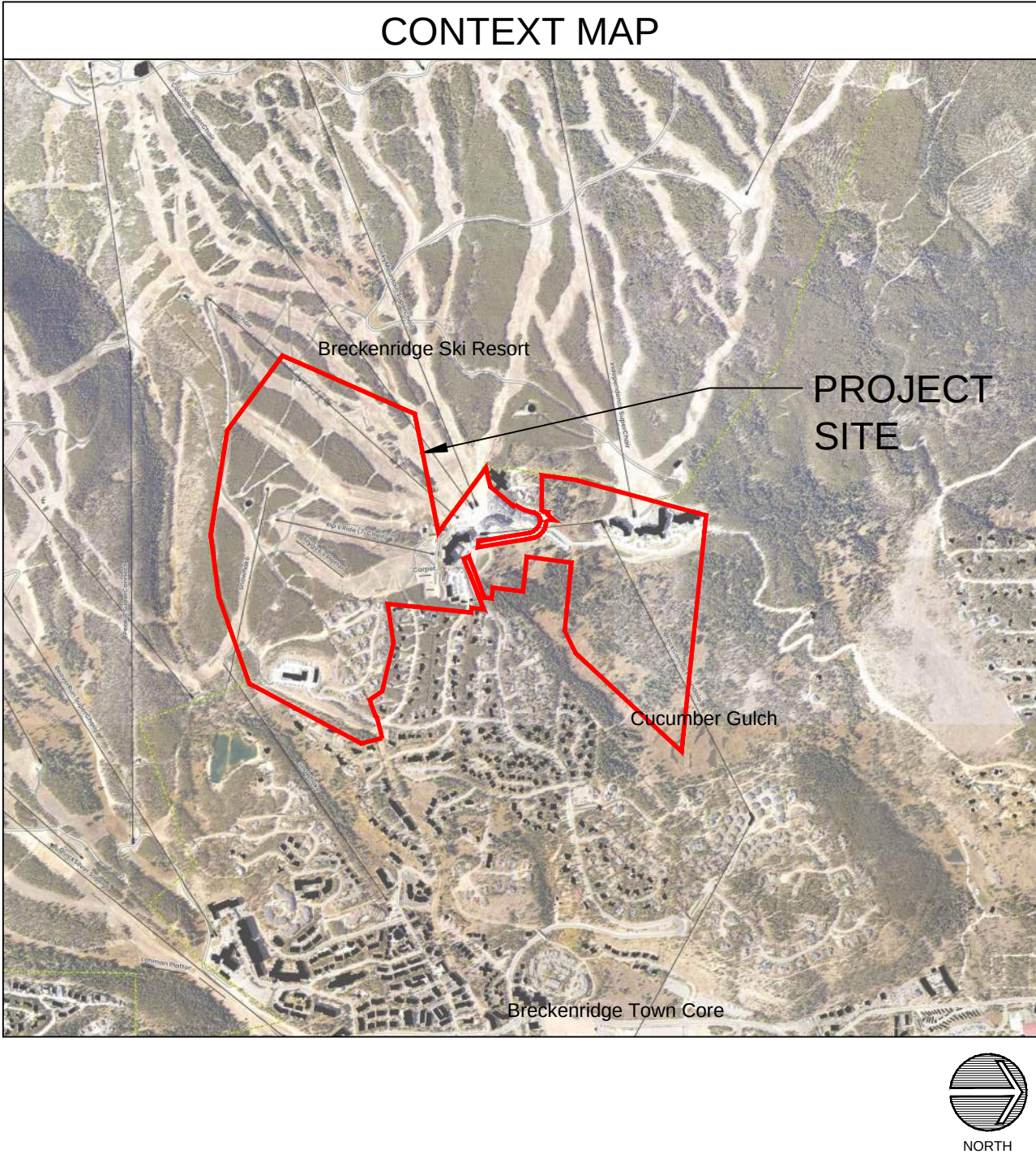
MASTER PLAN AMENDMENT REVIEW SUBMITTAL

May 28th, 2024

PROJECT DIRECTORY		
APPLICANT	P8E GRANDVIEW LLC. 100 S Main Street Breckenridge, CO 80424 Contact: Graham Frank Phone: 970.453.663	X
SURVEYOR	BASELINE 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	X
CIVIL ENGINEER	TETRA TECH 719 F Ten Mile Drive/P.O. Box 1906 Frisco, CO 80443 970.423.3420 Contact: Chris Durluo Email: chris.durluo@tetrattech.com	



SHEET INDEX	
SHEET	DESCRIPTION
Sheet 01	Cover Sheet
Sheet 02	Vicinity Map
Sheet 03	Existing Conditions
Sheet 04	Fit Test
Sheet 05 - 06	Amendment Notes
Sheet 07	Building Elevations Exhibit A
Sheet 08	Circulation and Trails
Sheet 09	View Corridors
Sheet 10	Land Use
Sheet 11	Utility Plan





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

DRAWN BY:	DTJ
CHECKED BY:	BC
PROJECT NO.:	20203024.40
ISSUE DATE:	04/26/2024
REVISIONS:	

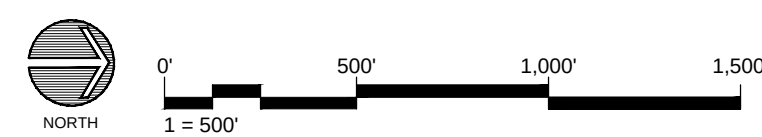
Planning & Zoning Review 05/28/2024

SHEET TITLE:

VICINITY MAP

SHEET NUMBER:

SHEET 02





LEGEND

PROJECT BOUNDARY

USFS BOUNDARY

WETLAND BOUNDARY

dtj
DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

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

DRAWN BY: DTJ

CHECKED BY: BC

PROJECT NO.: 20203024.40

ISSUE DATE: 04/26/2024

REVISIONS:

Planning & Zoning Review 05/28/2024

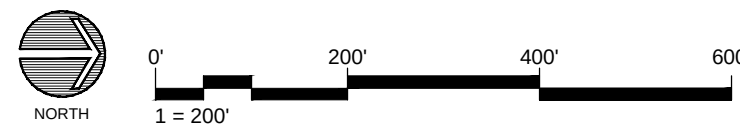
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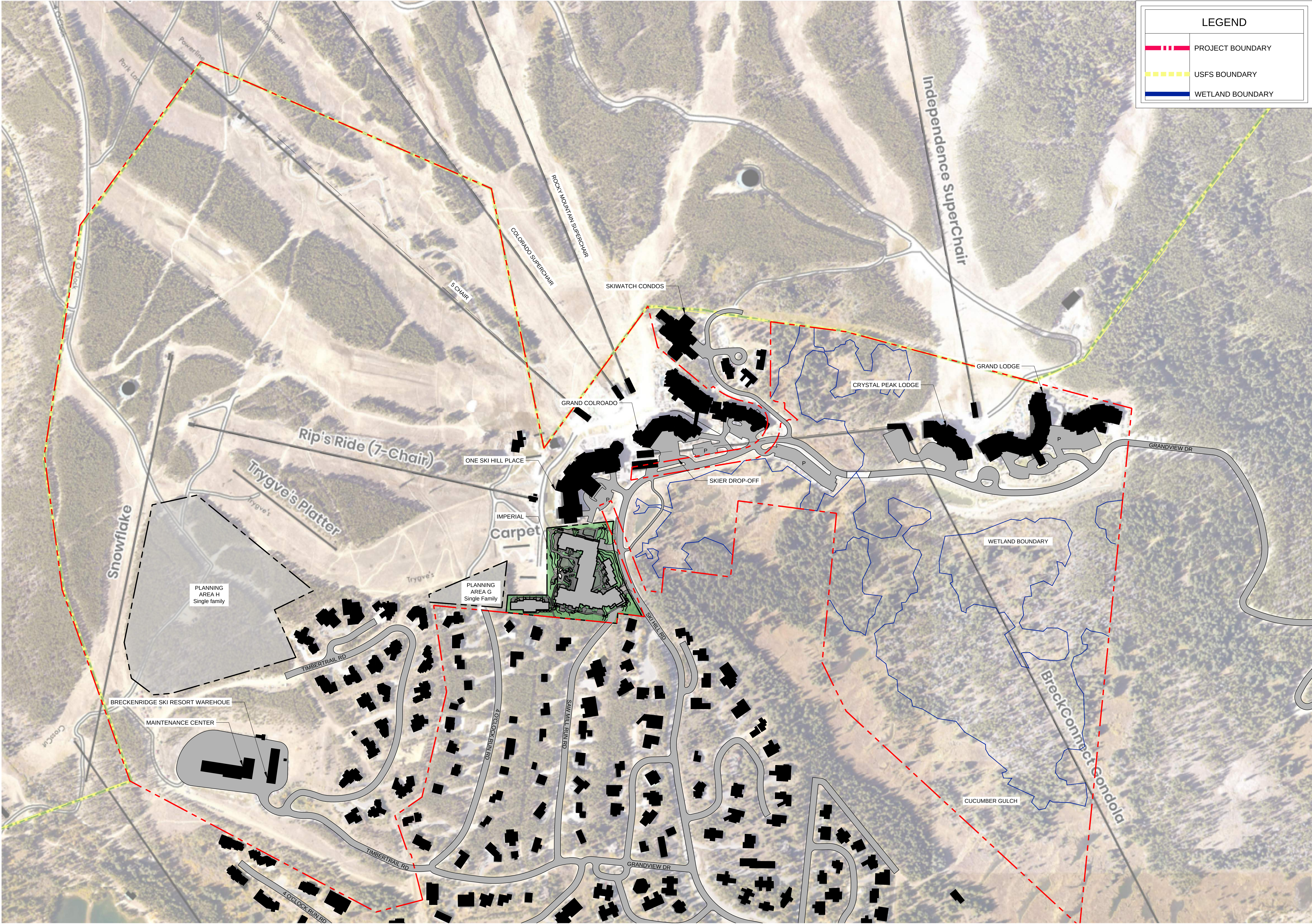
EXISTING
CONDITIONS

SHEET NUMBER:

SHEET 03

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Last Plotted 5/28/2024 10:12:31 AM
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LEGEND

PROJECT BOUNDARY

USFS BOUNDARY

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

DRAWN BY:DTJ

CHECKED BY:BC

PROJECT NO.:20203024.40

ISSUE DATE:04/26/2024

REVISIONS:

Planning & Zoning Review05/28/2024

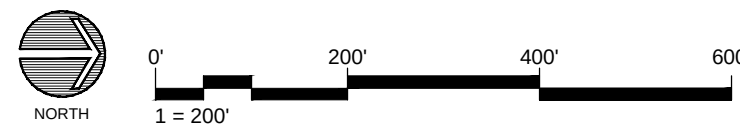
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FIT TEST

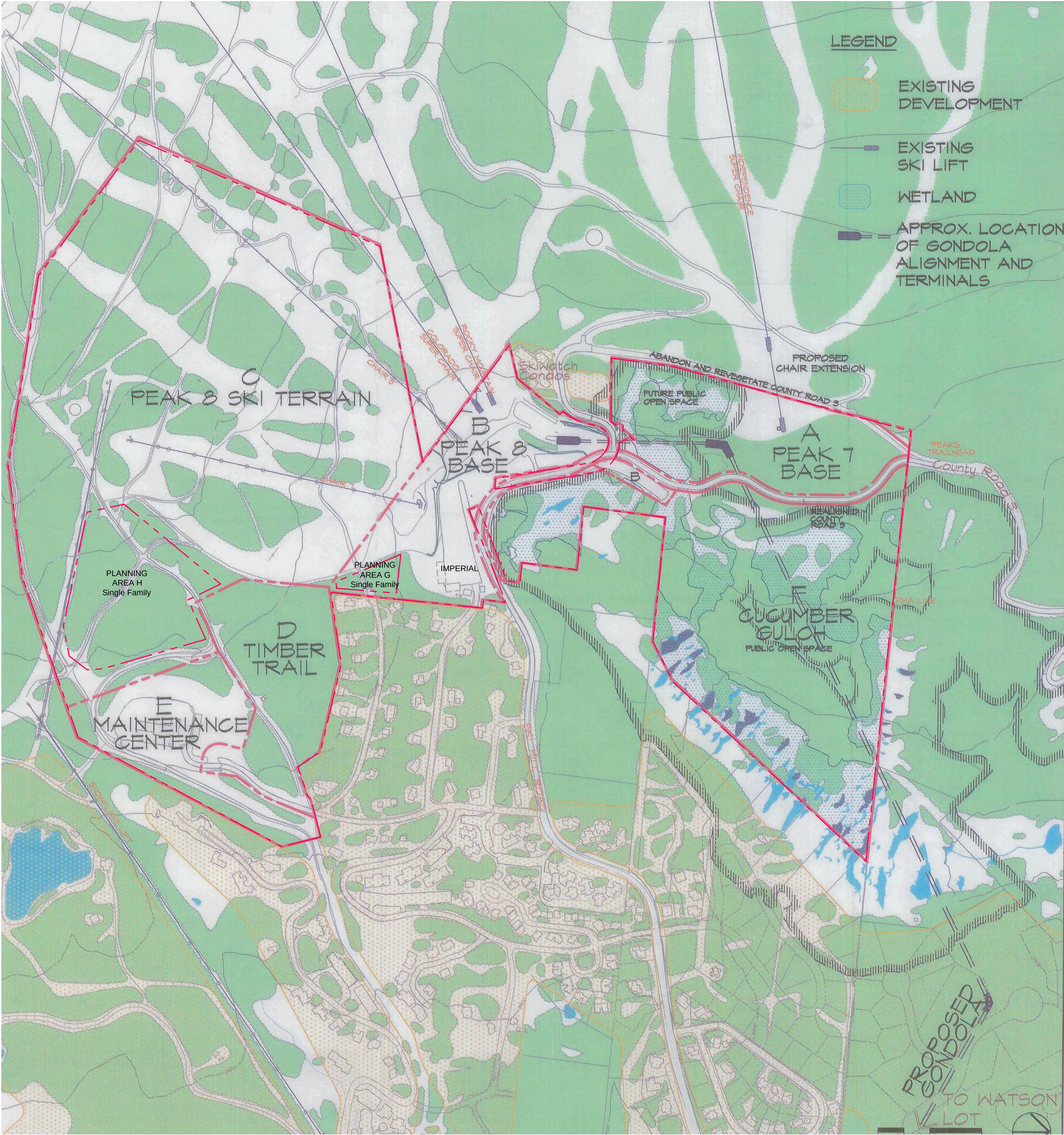
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SHEET 04

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Last Plotted 5/28/2024 10:12:31 AM
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Last Saved: July 19, 2024 9:21:11 AM by Zsazhart
Last Plotted: 7/19/2024 9:27:15 AM
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	PLANNING AREA	APPROX. AREA ACRES	RESIDENTIAL SFES	COMMERCIAL SFES	GUEST SERVICES FACILITIES SFES	TOTAL SFES	ALLOWED USES
A	PEAK 7 BASE	19.6	171.3	5.0	8.9	185.2	MULTI-UNIT RESIDENTIAL, DUPLEX, COMMERCIAL, GUEST SERVICES FACILITIES, GONDOLA, PARKING
B	PEAK 8 BASE	22.7	433.4	26.8	45.9	506.1*	MULTI-UNIT RESIDENTIAL, DUPLEX, COMMERCIAL, GUEST SERVICES FACILITIES, GONDOLA, PARKING
C	PEAK 8 SKI TERRAIN	107	0	0	0	0	MULTI-UNIT RESIDENTIAL, DUPLEX, COMMERCIAL, GUEST SERVICES FACILITIES AND SKI RUNS
D	TIMBER TRAIL	16.3	22	0	0	22	SINGLE FAMILY RESIDENTIAL
E	MAINTENANCE CTR	15	0	0	0		MAINTENANCE FACILITY
F	CUCUMBER GULCH	56.3	0	0	0		OPEN SPACE, TRAILS, GONDOLA AND WATER QUALITY AND DRAINAGE FACILITIES
G	SINGLE FAMILY	1.1	2.0			2.0	SINGLE FAMILY RESIDENTIAL
H	SINGLE FAMILY	13.4	14.0			14.0	SINGLE FAMILY RESIDENTIAL
	TOTAL	251.4	642.7	31.8	54.8	729.3*	

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

1) ALLOWED USES

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

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

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

2) DENSITY TRANSFERS:

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

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

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

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

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

3) COMMERCIAL:

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

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

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

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



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

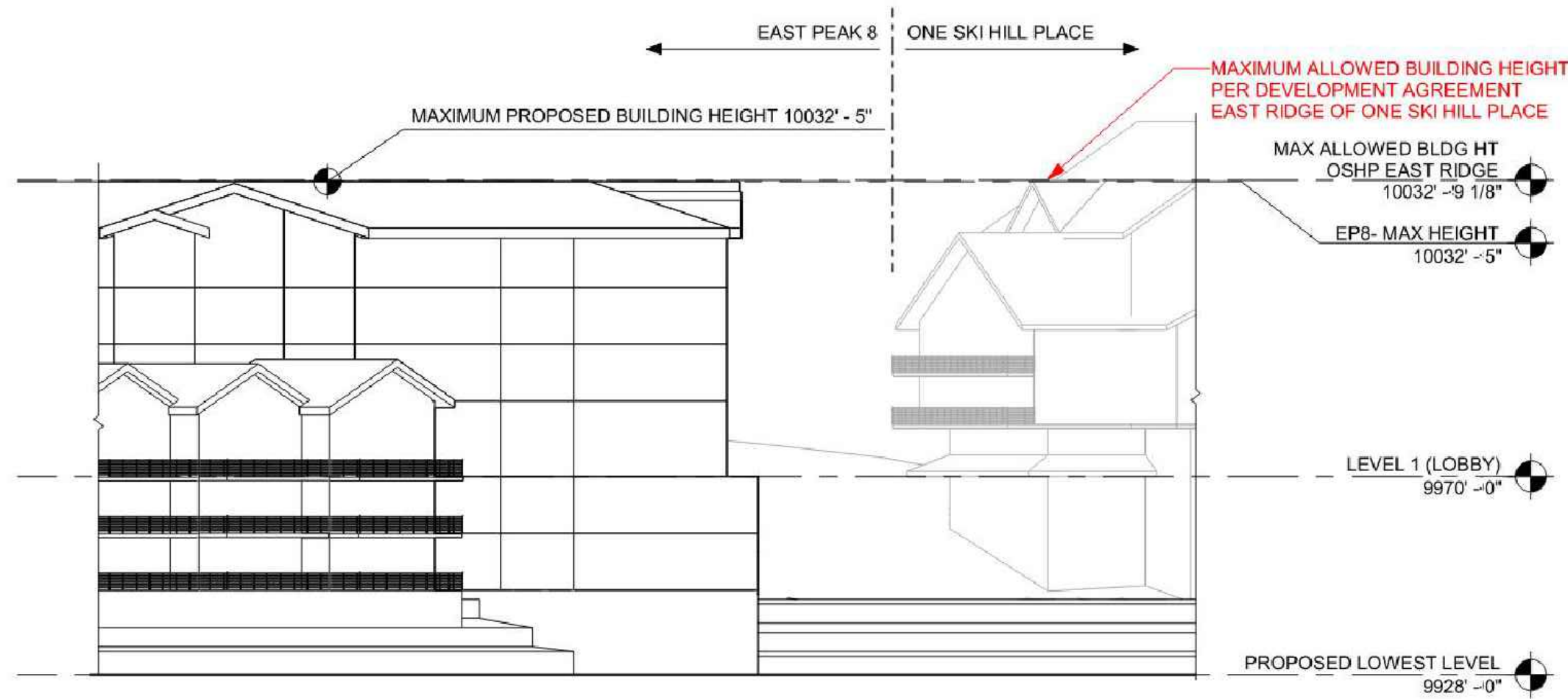
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ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	05/28/2024
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Planning & Zoning Review	07/19/2024
SHEET TITLE:	

AMENDMENT
NOTES

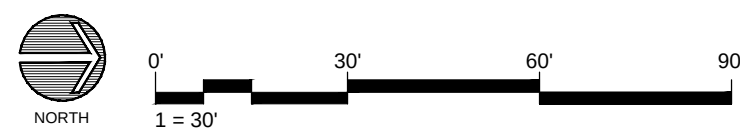
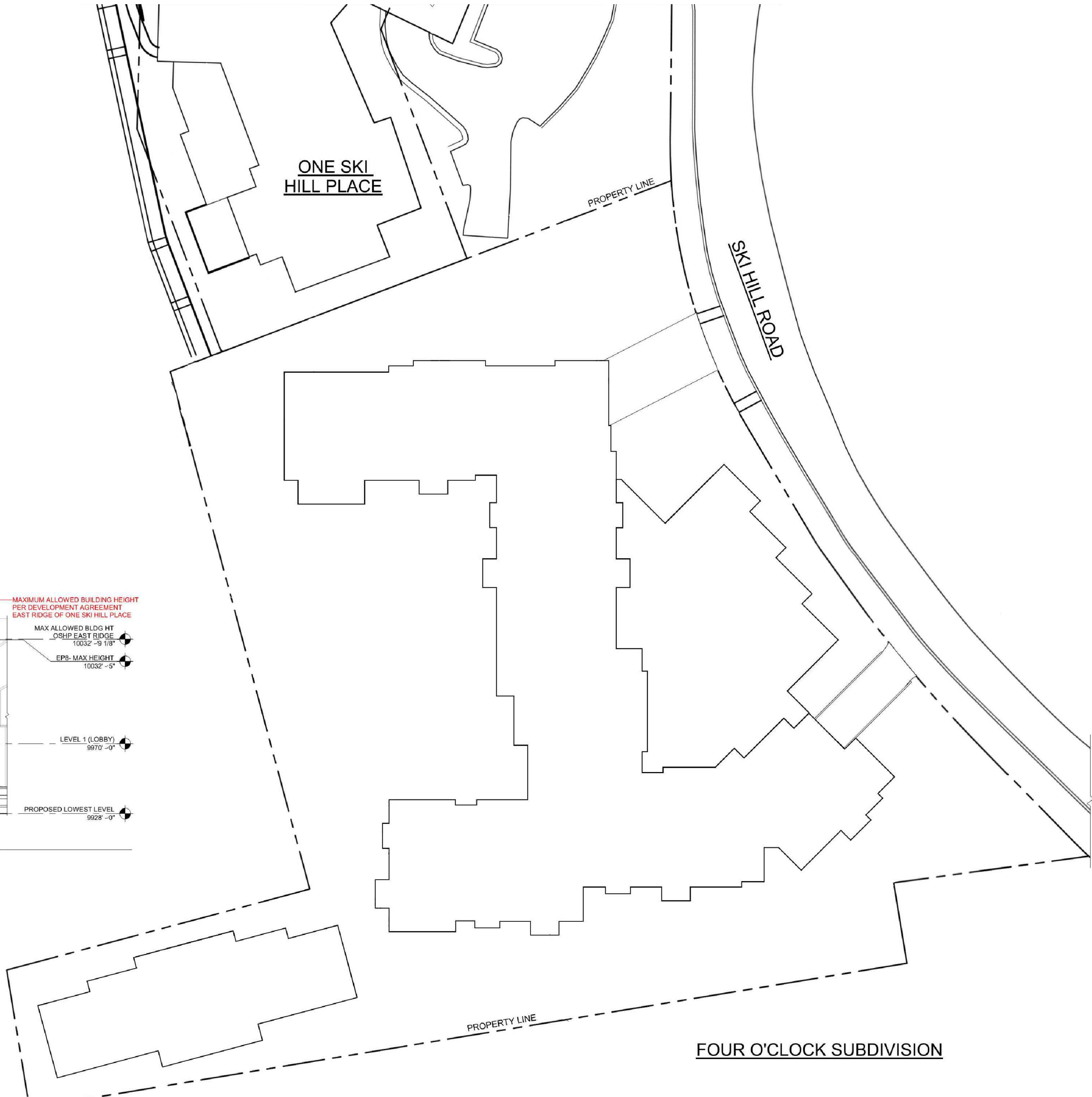
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Last Plotted: 5/28/2024 10:12:40 AM
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2 HEIGHT STUDY ELEVATION
A010 SCALE: 1" = 30'-0"

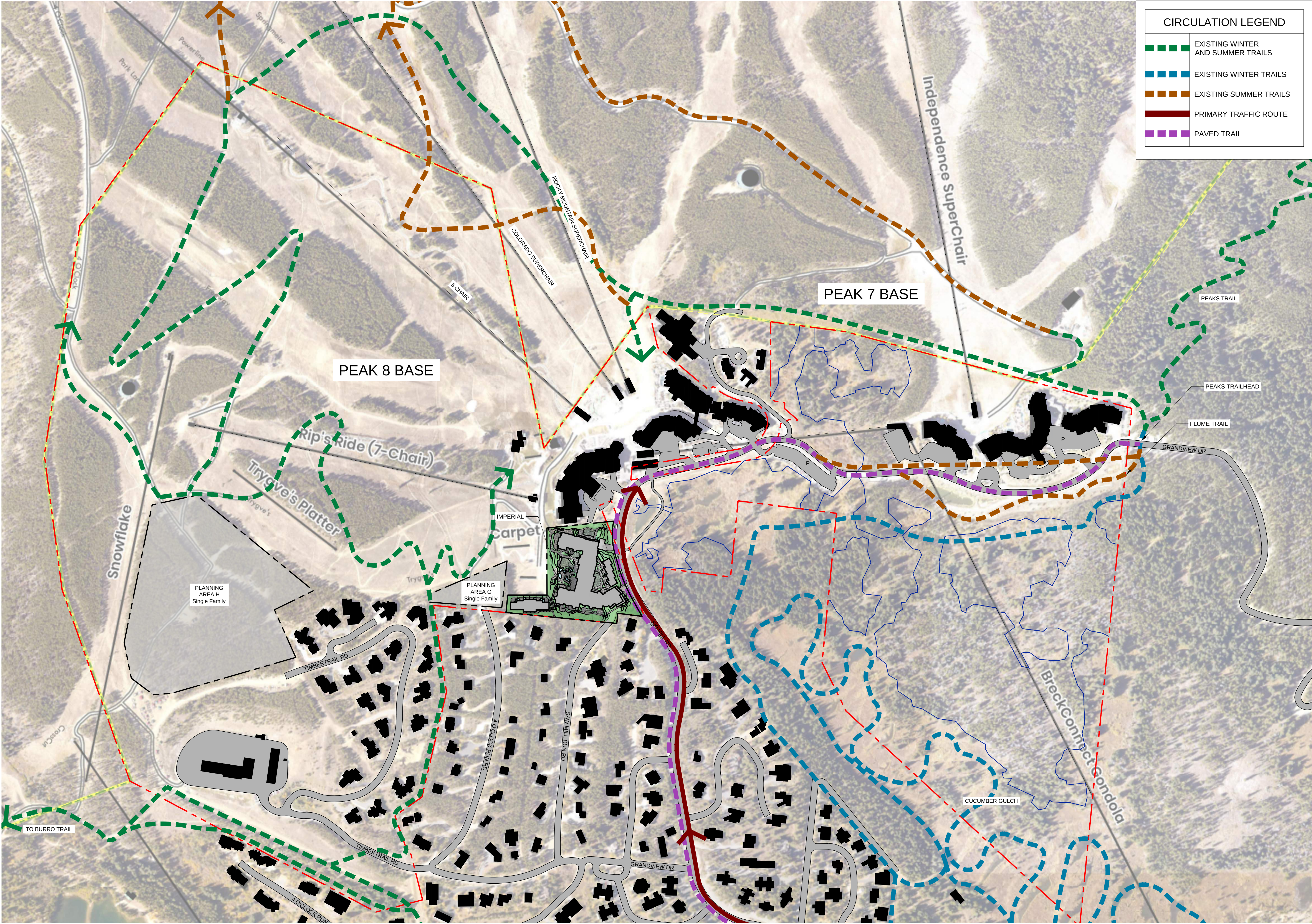


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ISSUE DATE:	04/26/2024
REVISIONS:	

Planning & Zoning Review 05/28/2024

SHEET TITLE:
BUILDING
ELEVATIONS
EXHIBIT A

SHEET NUMBER:



CIRCULATION LEGEND

EXISTING WINTER AND SUMMER TRAILS

EXISTING WINTER TRAILS

EXISTING SUMMER TRAILS

PRIMARY TRAFFIC ROUTE

PAVED TRAIL

dtj
DESIGN

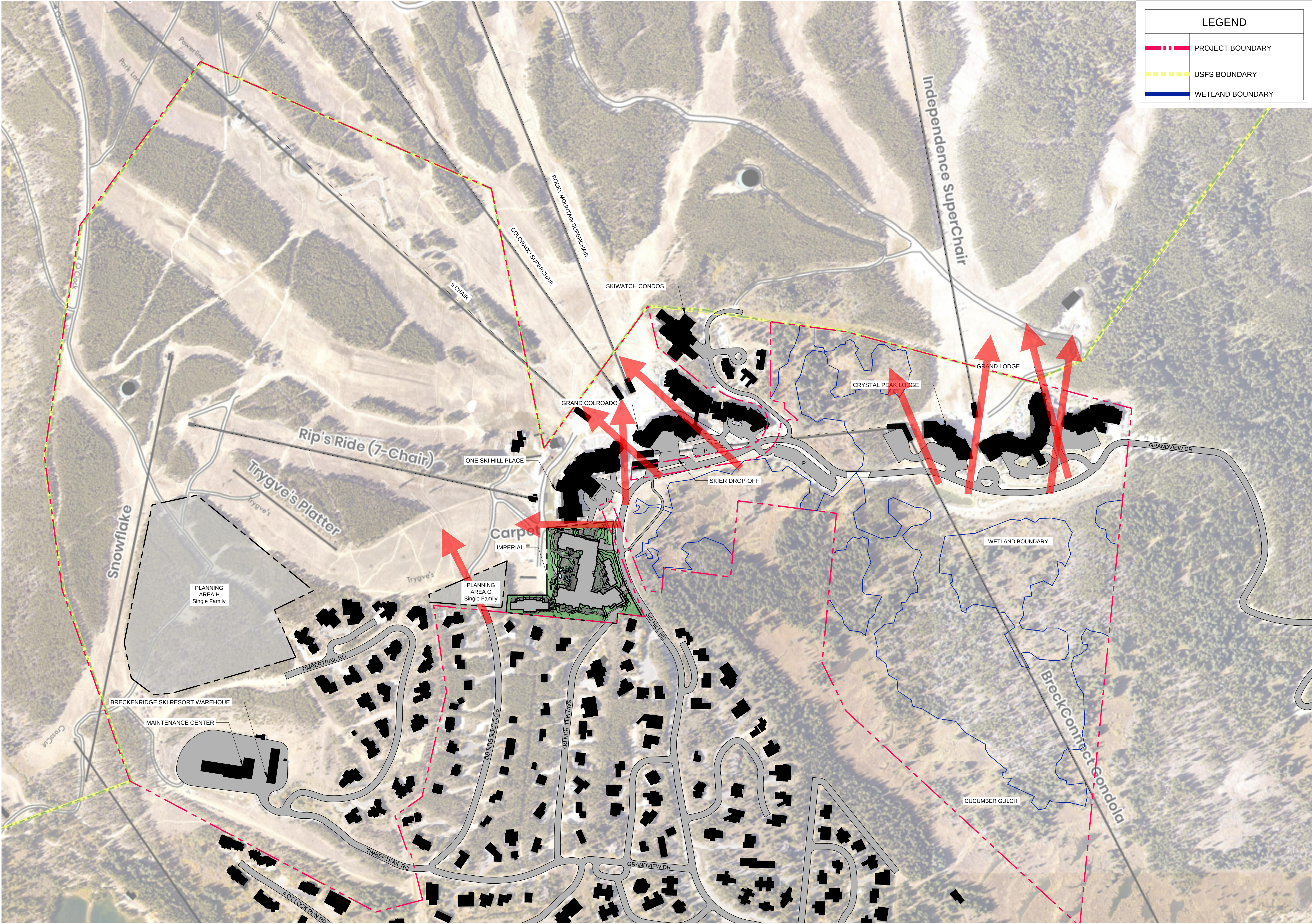
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PEAK 7 & 8
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

DRAWN BY:	DTJ
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PROJECT NO.:	20203024.40
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	05/28/2024
SHEET TITLE:	
CIRCULATION AND TRAILS	
SHEET NUMBER:	
SHEET 08	

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LEGEND

PROJECT BOUNDARY

USFS BOUNDARY

WETLAND BOUNDARY

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PEAK 7 & 8
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PEAK 8 PROPERTIES

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ISSUE DATE: 04/26/2024

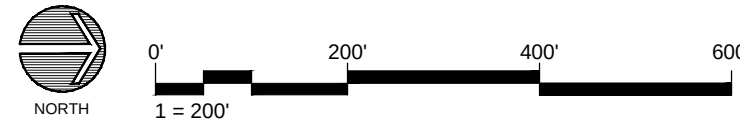
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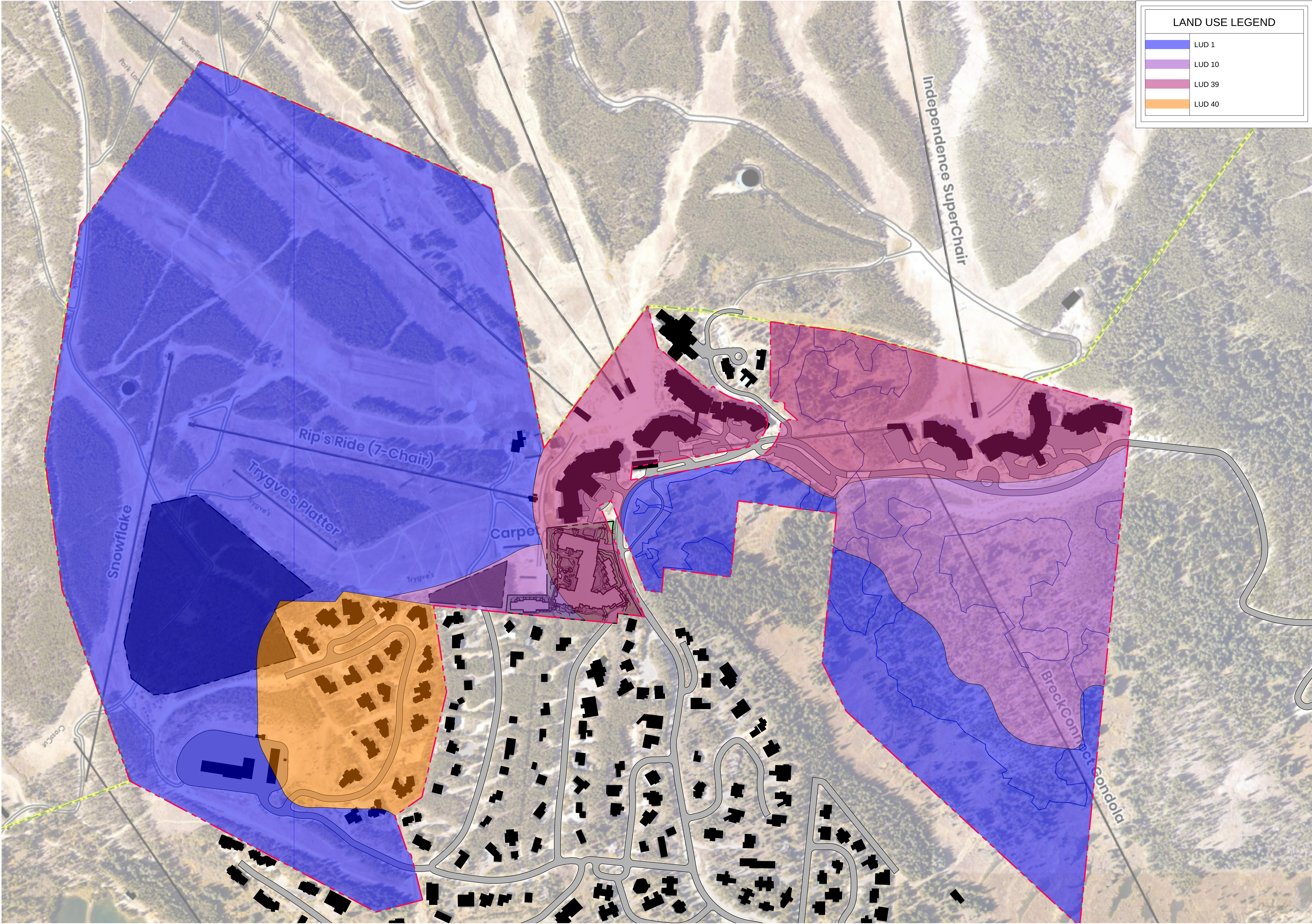
Planning & Zoning Review 05/28/2024

SHEET TITLE:

VIEW CORRIDORS

SHEET NUMBER:





LAND USE LEGEND	
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	LUD 10
	LUD 39
	LUD 40

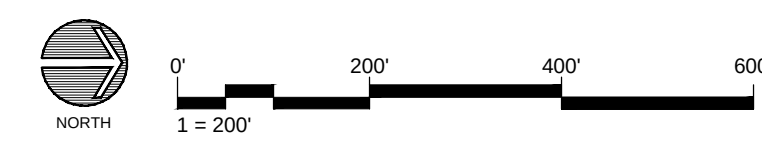
PEAK 7 & 8

MASTER PLAN AMENDMENT

BRECKENRIDGE, CO 80424

PEAK 8 PROPERTIES

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





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 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

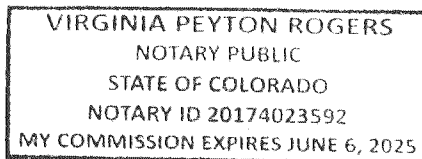
By:


Shannon Haynes, Manager

STATE OF Colorado

COUNTY OF Summit

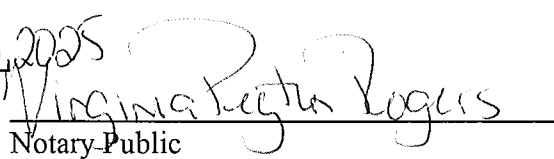
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) SS:
)



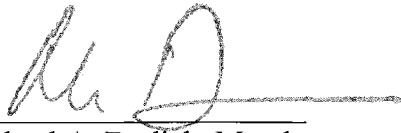
The foregoing instrument was acknowledged before me this 23rd day of May, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: June 6, 2025


Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

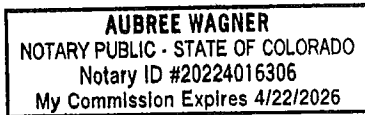
By: 
Michael A. Dudick, Member

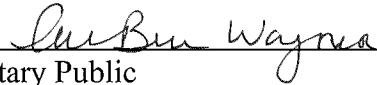
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

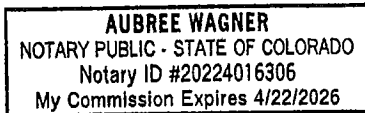
By: 
Michael A. Dudick, Member

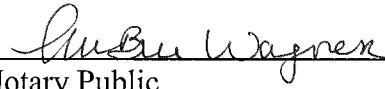
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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)

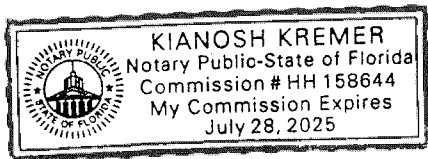
The foregoing instrument was acknowledged before me this 22 day of May, 2024, by Jordan Suppan as Authorized Signatory of the LC BRECKENRIDGE HOLDCO, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: July 28, 2025

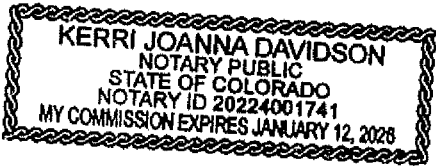
[Signature]

Notary Public



VAIL SUMMIT RESORTS, INC.
a Colorado corporation

By: _____
Name: Julie DeCecco
Title: EVP, General Counsel



STATE OF CO)
COUNTY OF Denver) ss:

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

Witness my hand and official seal.

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

Exhibit 1
[Parcel 1 Legal Description]

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

Exhibit 2
[Parcel 2 Legal Description]

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

Exhibit 3
[Parcel 3 Legal Description]

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

Exhibit 4
[Parcel 4 Legal Description]

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

Exhibit 5
[Parcel 5 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

Exhibit 6
[Parcel 6 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

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

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

Exhibit 7
[Parcel 7 Legal Description]

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

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
_____, Town Manager

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[INSERT]

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

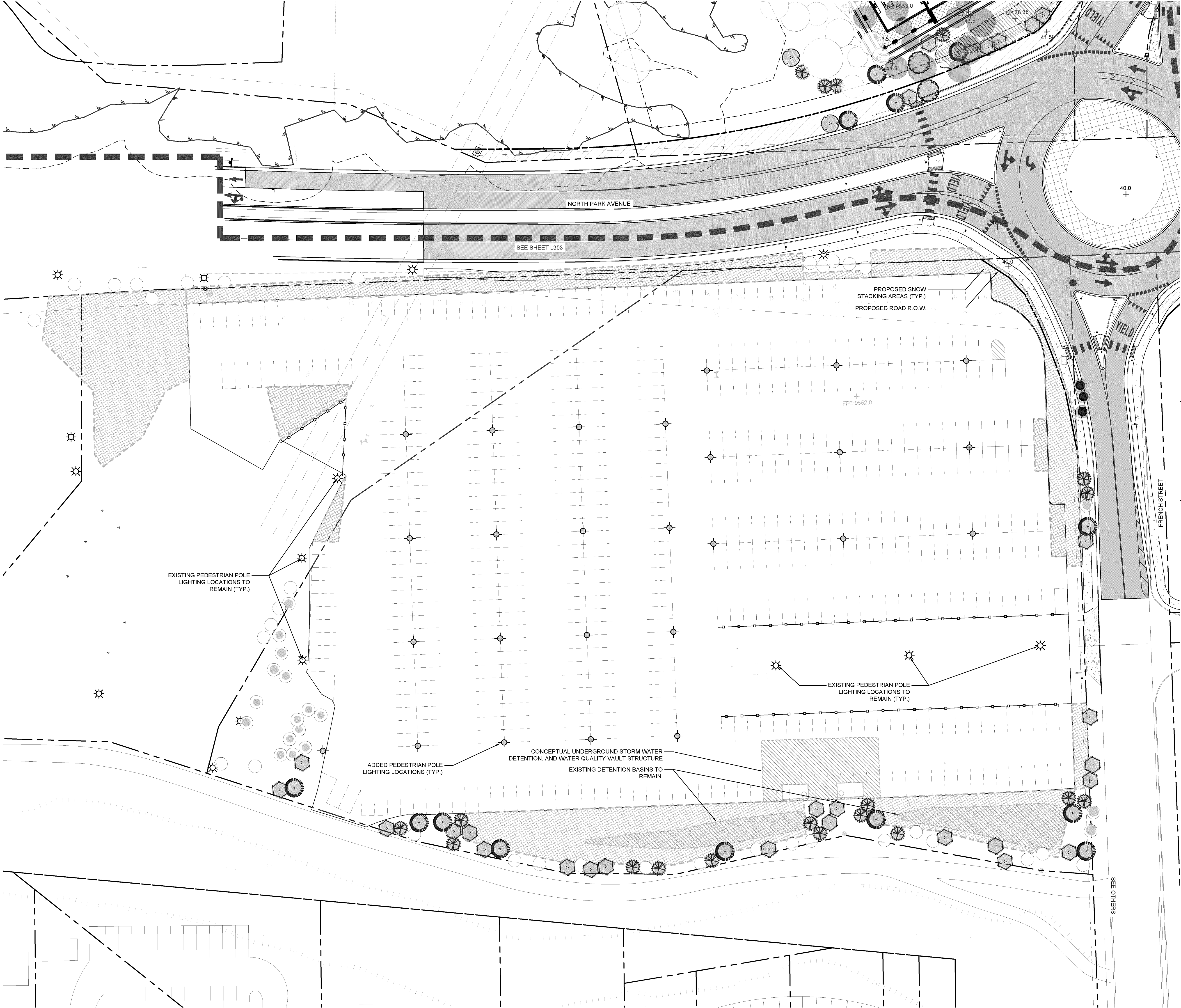
Legal Description of the Sending Parcel

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

Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]

Drawing: UA2019024 Breckenridge Gondola Lot Dev05 CAD Sheets 000 Exhibits+Coordination 04 GRS+CSRN+NGU_PlantingPlan_Exhibits.dwg
Last Saved: March 15, 2024 11:37:29 AM by Zearhart
Last Plotted 3/15/2024 11:41:57 AM
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LANDSCAPE LEGEND

PROPERTY LINE

SETBACK LINE

LOT SUBDIVISION LINE

ASSUMED EXISTING TREES LOCATION

TREE LEGEND

TYPE

NARROW LEAF COTTONWOOD

QUAKING ASPEN

RIVER BIRCH

COLORADO SPRUCE

DOUGLAS FIR

TREE REMOVAL AND REPLACEMENT LEGEND

CATEGORY

EXISTING TREE TO BE PRESERVED

EXISTING TREE TO BE REMOVED

TREE REPLACEMENT/ADDED

TOTAL PRESERVED

TOTAL REMOVED

TOTAL REPLACE/ADD

NOTES

ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED. TREE LOCATIONS AND QUANTITY ASSUMPTIONS ARE BASED ON DETAILED AERIAL PHOTOGRAPHIC ANALYSIS AND PROVIDED HISTORIC SURVEY INFORMATION. ACTUAL TREE LOCATIONS AND QUANTITIES, ARE TO BE VERIFIED IN FUTURE DEVELOPMENT AND DESIGN UTILIZING A CERTIFIED TREE SURVEY PROVIDED BY A PROFESSIONAL SURVEYING ENTITY.

dtj

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PLANNING
LANDSCAPE ARCHITECTURE

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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 459 of 558

Exhibit 10
[Parcel 2 Concept Plan]

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.

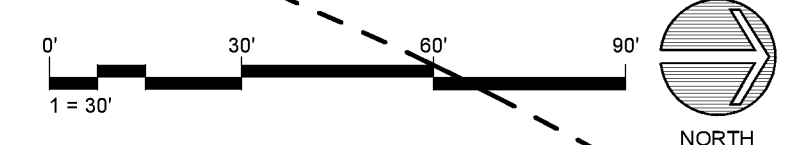


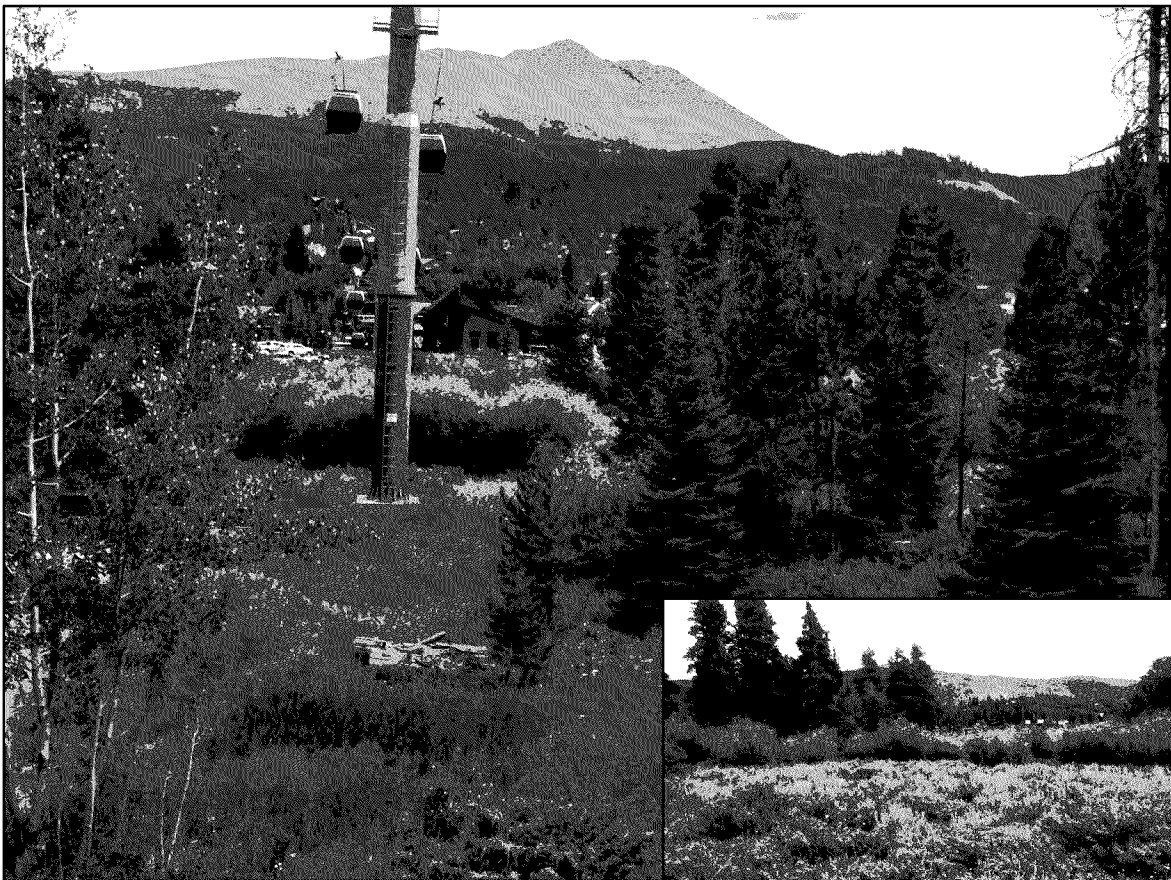
Exhibit 11
[Wetlands Report]

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

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Gold Rush Lots

Wetland Technical Report

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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.

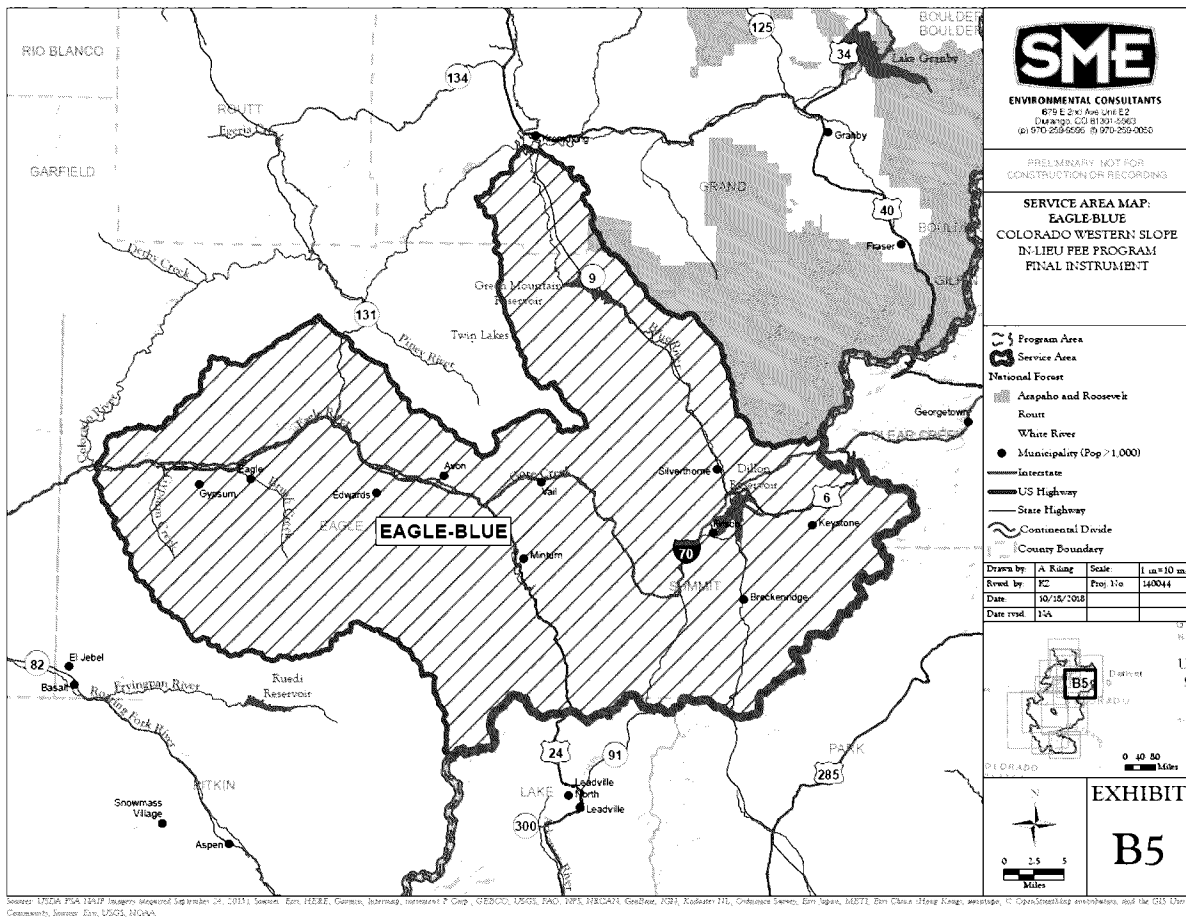
7.2 Wetland Setback Mitigation

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

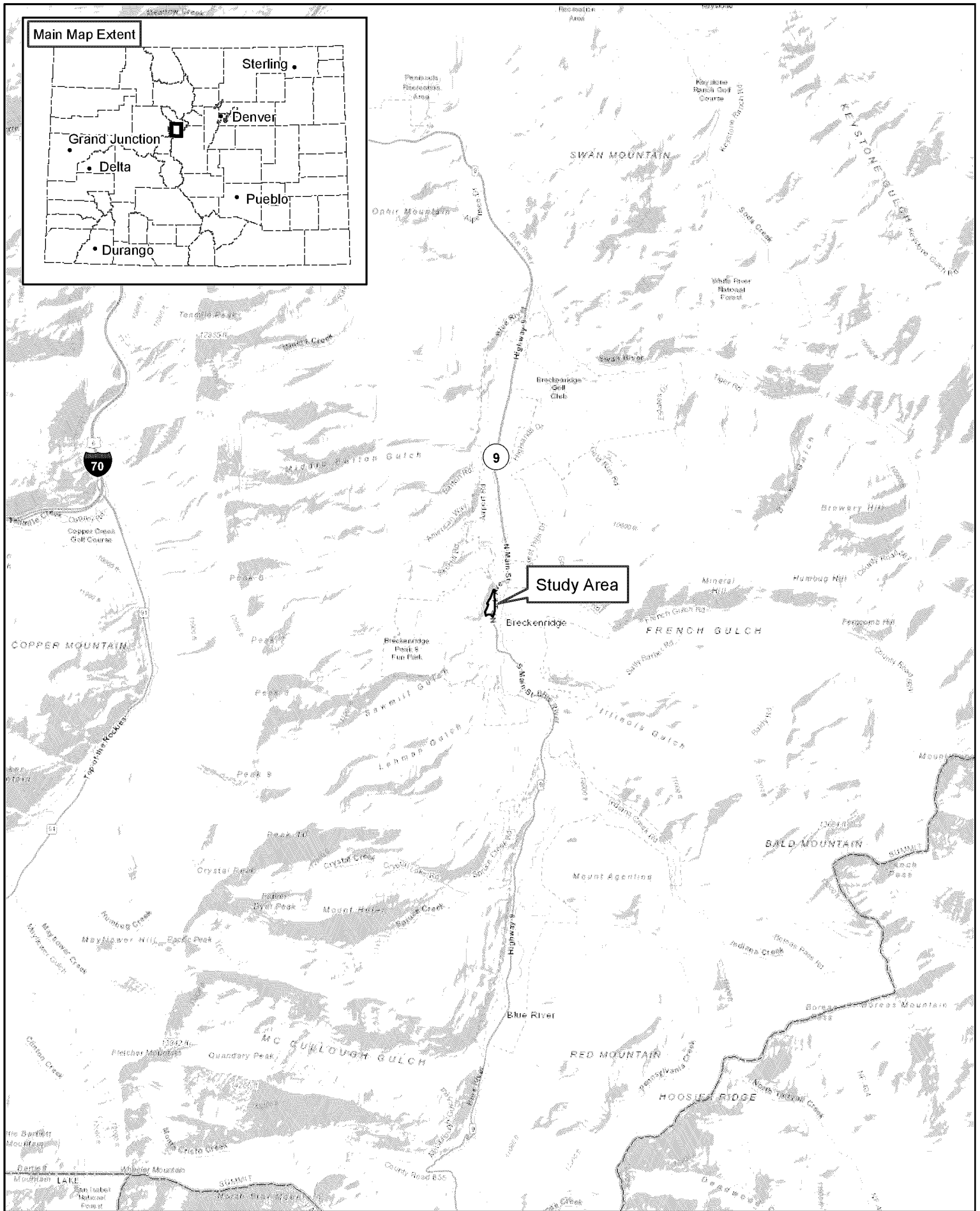


Gold Rush Lots

Wetland Technical Report

8.0 Literature Cited

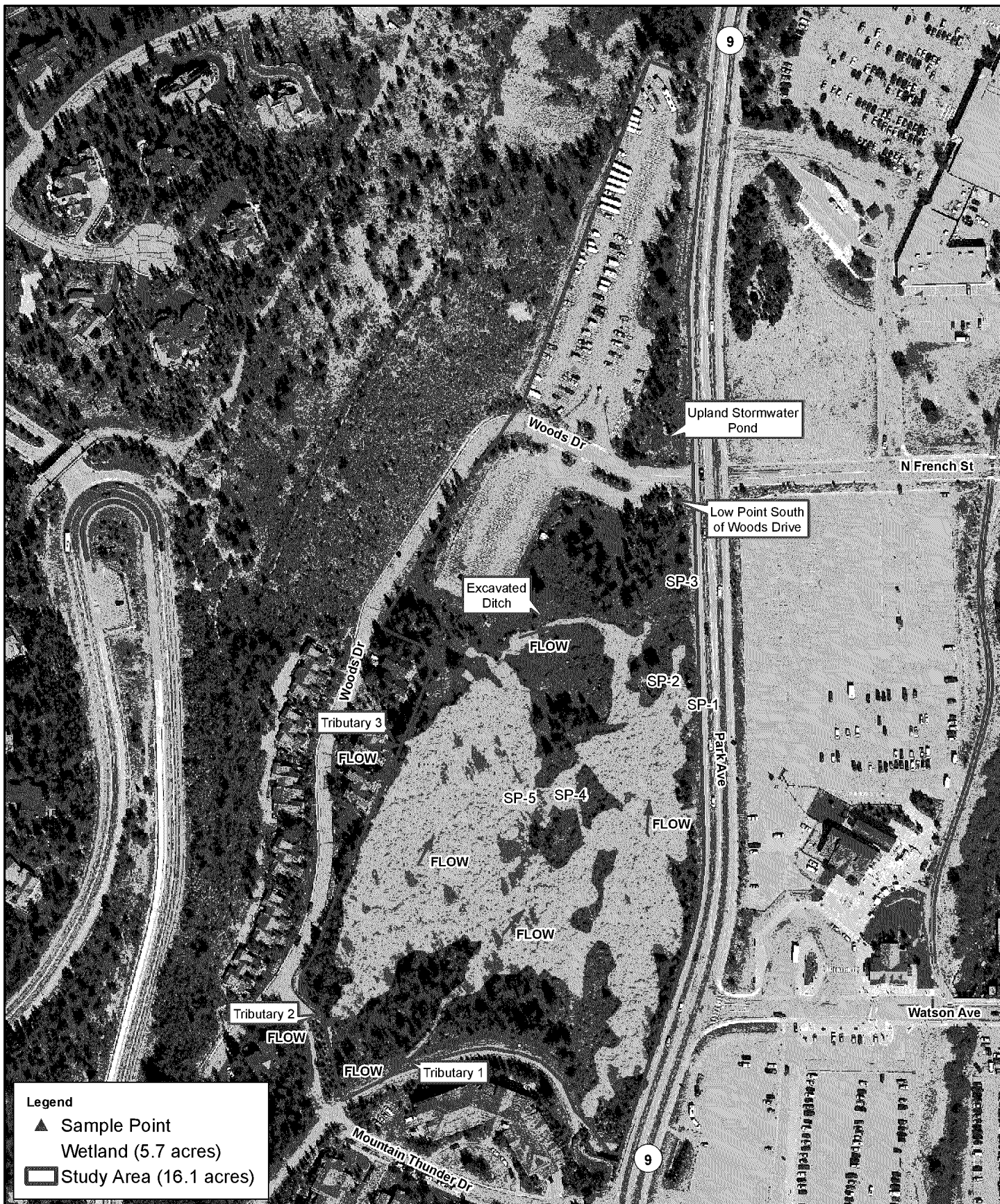
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Gold Rush Parking Lot

Figure 1
Site Location Map

07/19/2021



08/13/2020

Gold Rush Parking Lot

Figure 2
Wetlands and Other
Water Features

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.																					
			=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>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>																					
1. <u>Salix drummondiana</u>		<u>10</u>	Yes	FACW																	
2. <u>Salix monticola</u>		<u>10</u>	Yes	OBL																	
3.																					
4.																					
5.																					
		<u>20</u>	=Total Cover																		
Herb Stratum	(Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> <u> </u> 2 - Dominance Test is >50% <u>X</u> <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>Mertensia ciliata</u>		<u>20</u>	Yes	FACW																	
2. <u>Agrostis gigantea</u>		<u>15</u>	Yes	FAC																	
3. <u>Poa pratensis</u>		<u>15</u>	Yes	FAC																	
4. <u>Elymus trachycaulus</u>		<u>15</u>	Yes	FAC																	
5. <u>Taraxacum officinale</u>		<u>5</u>	No	FACU																	
6.																					
7.																					
8.																					
9.																					
10.																					
11.																					
		<u>70</u>	=Total Cover																		
Woody Vine Stratum	(Plot size: <u>1x3 meter</u>)																				
1.																					
2.																					
			=Total Cover																		
% Bare Ground in Herb Stratum <u>25</u>					Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </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 _____
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Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)	
☐ High Water Table (A2)	☐ Salt Crust (B11)	☒ Drainage Patterns (B10)	
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☐ Dry-Season Water Table (C2)	
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☒ Geomorphic Position (D2)	
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☒ FAC-Neutral Test (D5)	
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Inundation Visible on Aerial Imagery (B7)			
☐ Sparsely Vegetated Concave Surface (B8)			

Field Observations: Surface Water Present? Yes _____ No ☒ Depth (inches): _____ Water Table Present? Yes _____ No ☒ Depth (inches): _____ Saturation Present? Yes _____ No ☒ Depth (inches): _____ (includes capillary fringe)				Wetland Hydrology Present? Yes ☒ No _____
---	--	--	--	--

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; font-size: small;"> <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>15</u></td> <td>x 2 = <u>30</u></td> </tr> <tr> <td>FAC species <u>75</u></td> <td>x 3 = <u>225</u></td> </tr> <tr> <td>FACU species <u>27</u></td> <td>x 4 = <u>108</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>117</u> (A)</td> <td><u>363</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.10</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>15</u>	x 2 = <u>30</u>	FAC species <u>75</u>	x 3 = <u>225</u>	FACU species <u>27</u>	x 4 = <u>108</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>117</u> (A)	<u>363</u> (B)	Prevalence Index = B/A = <u>3.10</u>	
Total % Cover of:	Multiply by:																				
OBL species <u>0</u>	x 1 = <u>0</u>																				
FACW species <u>15</u>	x 2 = <u>30</u>																				
FAC species <u>75</u>	x 3 = <u>225</u>																				
FACU species <u>27</u>	x 4 = <u>108</u>																				
UPL species <u>0</u>	x 5 = <u>0</u>																				
Column Totals: <u>117</u> (A)	<u>363</u> (B)																				
Prevalence Index = B/A = <u>3.10</u>																					
1.	<u>Dasiphora fruticosa</u>	<u>10</u>	<u>Yes</u>	<u>FAC</u>																	
2.	<u>Salix drummondiana</u>	<u>5</u>	<u>Yes</u>	<u>FACW</u>																	
3.	<u>Lonicera involucrata</u>	<u>5</u>	<u>Yes</u>	<u>FAC</u>																	
4.																					
5.																					
=Total Cover																					
Herb Stratum	(Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> <u>2</u> - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
1.	<u>Agrostis scabra</u>	<u>25</u>	<u>Yes</u>	<u>FAC</u>																	
2.	<u>Achillea millefolium</u>	<u>20</u>	<u>Yes</u>	<u>FACU</u>																	
3.	<u>Cirsium scariosum</u>	<u>10</u>	<u>No</u>	<u>FAC</u>																	
4.	<u>Carex praegracilis</u>	<u>10</u>	<u>No</u>	<u>FACW</u>																	
5.	<u>Taraxacum officinale</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
6.	<u>Penstemon procerus</u>	<u>20</u>	<u>Yes</u>	<u>FAC</u>																	
7.	<u>Potentilla gracilis</u>	<u>5</u>	<u>No</u>	<u>FAC</u>																	
8.	<u>Taraxacum officinale</u>	<u>2</u>	<u>No</u>	<u>FACU</u>																	
9.																					
10.																					
11.																					
=Total Cover																					
Woody Vine Stratum	(Plot size: <u>1x3 meter</u>)																				
1.																					
2.																					
=Total Cover																					
% Bare Ground in Herb Stratum <u>0</u>																					

Remarks: Relatively open area with mesic shrub cover; scattered Pinus contorta nearby
--

SOIL

Sampling Point: SP2

[illegible]

HYDROLOGY

Wetland Hydrology Indicators			
Primary Indicators (minimum of one is required; check all that apply)			
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except	☐ Water-Stained Leaves (B9) (MLRA 1, 2	
☐ High Water Table (A2)	☐ MLRA 1, 2, 4A, and 4B)	☐ 4A, and 4B)	
☐ Saturation (A3)	☐ Salt Crust (B11)	☐ Drainage Patterns (B10)	
☐ Water Marks (B1)	☐ Aquatic Invertebrates (B13)	☐ Dry-Season Water Table (C2)	
☐ Sediment Deposits (B2)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Drift Deposits (B3)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Geomorphic Position (D2)	
☐ Algal Mat or Crust (B4)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Iron Deposits (B5)	☐ Recent Iron Reduction in Tilled Soils (C6)	☐ FAC-Neutral Test (D5)	
☐ Surface Soil Cracks (B6)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Inundation Visible on Aerial Imagery (B7)	☐ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Sparsely Vegetated Concave Surface (B8)			
Field Observations:			
Surface Water Present?	Yes ☐ No ☒	Depth (inches):	
Water Table Present?	Yes ☐ No ☒	Depth (inches):	
Saturation Present?	Yes ☐ No ☒	Depth (inches):	
(includes capillary fringe)		Wetland Hydrology Present? Yes ☐ No ☒	
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>	
NW1 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>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Hydric Soil Present? Yes <u> </u> No <u>X</u>	
Wetland Hydrology Present? 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. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
3. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
4. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u> </u> =Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table><tr><td>Total % Cover of:</td><td>Multiply by:</td></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. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
3. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
4. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
5. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u>10</u> =Total Cover																				
Herb Stratum (Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u> </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. Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
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. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
8. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
9. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
10. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
11. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u>95</u> =Total Cover																				
Woody Vine Stratum (Plot size: <u>1x3 meter</u>)																				
1. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u> </u> =Total Cover																				
% Bare Ground in Herb Stratum <u>5</u>																				

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

SOIL

Sampling Point: SP3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 2/2	100					Loamy/Clayey	silty clay loam
6-7	10YR 4/2	90	10YR 4/6	10	C	M	Loamy/Clayey	silty clay loam
7-16	10YR 4/4	100	10YR 4/4				Sandy	sand with gravel

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)			Indicators for Problematic Hydric Soils ³ :	
☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)		☐ 2 cm Muck (A10) (LRR A, E)	
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)		☐ Iron-Manganese Masses (F12) (LRR D)	
☐ Black Histic (A3)	☐ Stripped Matrix (S6)		☐ Red Parent Material (F21)	
☐ Hydrogen Sulfide (A4)	☐ Loamy Mucky Mineral (F1) (except MLRA 1)		☐ Very Shallow Dark Surface (F22)	
☐ 1 cm Muck (A9) (LRR D, G)	☐ Loamy Gleyed Matrix (F2)		☐ Other (Explain in Remarks)	
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)			
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)			
☐ Sandy Mucky Mineral (S1)	☐ Depleted Dark Surface (F7)			
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G)	☐ Redox Depressions (F8)			

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____		Hydric Soil Present? Yes _____ No <u>X</u>
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Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)	
☐ High Water Table (A2)	☐ Salt Crust (B11)	☐ Drainage Patterns (B10)	
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☐ Dry-Season Water Table (C2)	
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Geomorphic Position (D2)	
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☒ FAC-Neutral Test (D5)	
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Inundation Visible on Aerial Imagery (B7)			
☐ Sparsely Vegetated Concave Surface (B8)			

Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation Present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)				Wetland Hydrology Present? Yes _____ No <u>X</u>
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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>
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	

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	<u>5</u> x 1 =	<u>5</u>
FACW species	<u>20</u> x 2 =	<u>40</u>
FAC species	<u>40</u> x 3 =	<u>120</u>
FACU species	<u>67</u> x 4 =	<u>268</u>
UPL species	<u>0</u> x 5 =	<u>0</u>
Column totals	<u>132</u> (A)	<u>433</u> (B)

Prevalence Index = B/A = 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> If yes, optional wetland site ID: _____
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present <u>Y</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

PSS wetland in swale along edge of mesic meadow; includes smaller pockets of PEM wetland. A current flow path for seasonal high water (snowmelt).

VEGETATION - Use scientific names of plants

Tree Stratum	Plot Size (30' radius)	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
		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:	

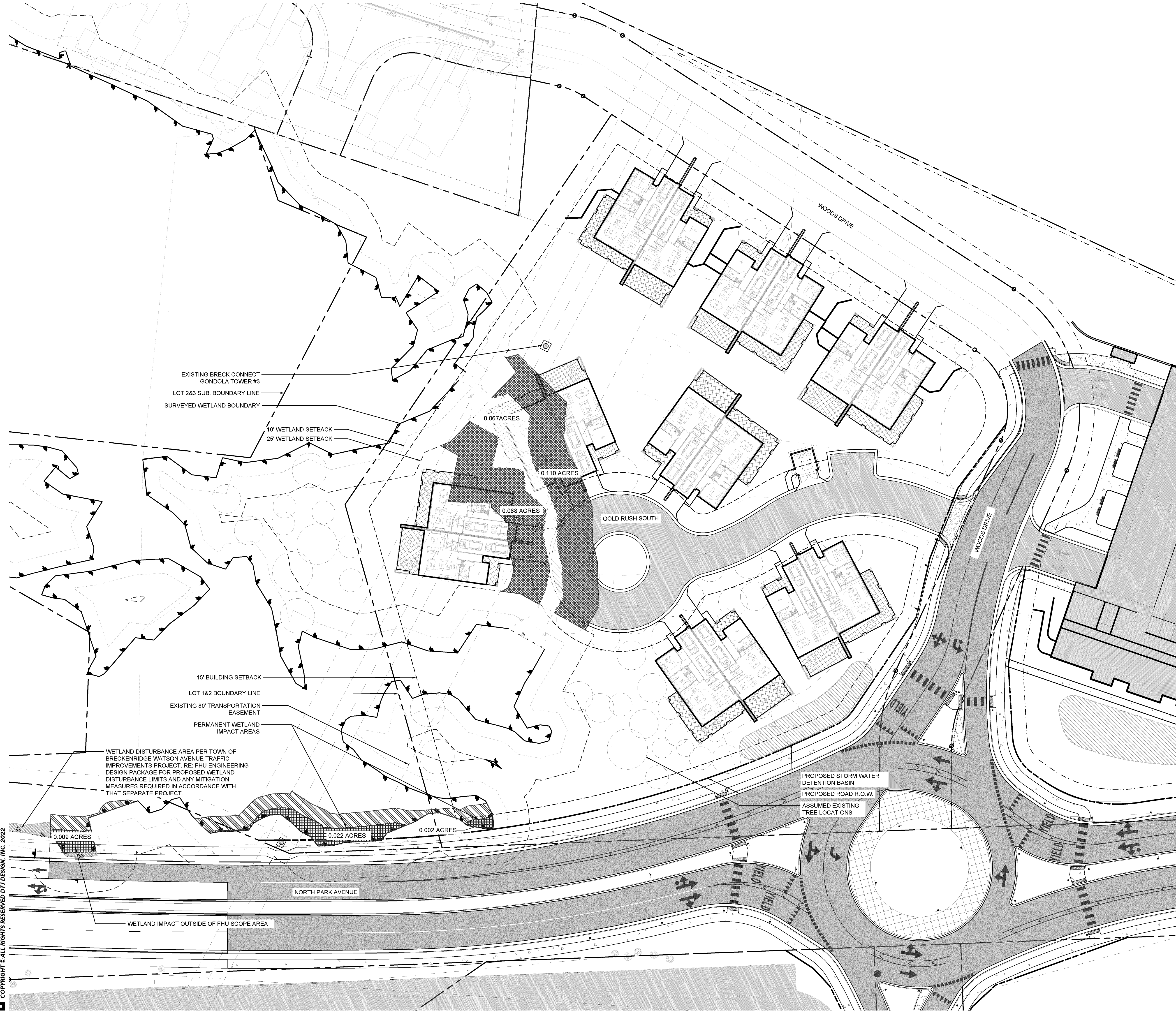
SHEET TITLE:
GOLD RUSH
SOUTH SITE
PLAN

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.



Parcel 5 Subdivision Project Narrative

Request

P8E SFL LLC seeks approval to resubdivide Parcel 5, Peak 8 Subdivision Filing No. 1, the Fifth-Resubdivision Plat of the Remainder of Tract C, Peak 8 Subdivision Filing No. 1 (the Parcel 5 Perimeter Subdivision area) into two single-family residential lots according to the terms of the April 9, 2024 approved Development Agreement for the Breckenridge Grand Vacations Gondola Lot and Peak 7 & 8 Master Plans and the recently approved Ninth Amendment to the Peak 7 & 8 Master Plan. The subdivision will be known as the Parcel 5 Subdivision and will take access off of Four O’Clock Run Road via a new private shared access/driveway that will be constructed to facilitate this.

Background

The April 9, 2024 approved Development Agreement for the Breckenridge Grand Vacations Gondola Lot and Peak 7 & 8 Master Plans was recorded on May 24, 2024 under Reception No. 1331127 with the Summit County Clerk and Recorder and allows for, among other things, the development of two new planning areas within the Peak 7 & 8 Master Plan boundaries for two single-family residential subdivisions. Those areas were referred to as Parcels 5 and 6 throughout the Development Agreement discussions with the Town. Two single-family residential lots were contemplated for Parcel 5 and 14 single-family residential lots were planned for Parcel 6.

The Ninth Amendment to the Peak 7 & 8 Master Plan (PL-2024-0117) was approved on August 13, 2024 and created the new Parcels 5 and 6 development areas and allocated density to them per the terms of the approved Development Agreement. Density transfer covenants were then executed and submitted to the Town reflecting the density transfers from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan to account for the two new single-family residential subdivisions. (The Density Transfer Agreement and Covenant was recorded on February 18, 2025 under Reception No. 1346817 for Parcel 5 has been included in this submittal package.)

A perimeter subdivision request to subdivide the Parcel 5 area off from the larger overall Tract C area was reviewed and approved by the Town on May 28, 2024 (PL-2024-0116). No individual single-family lots, roadways, infrastructure, or physical improvements were proposed or approved. That subdivision plat was recorded with the Summit County Clerk and Recorder on October 17, 2024 under Reception No. 1339786.

P8E SFL LLC seeks approval of a Class B Subdivision request to resubdivide the perimeter subdivision area into two single-family residential lots per the Development Agreement and the Ninth Amendment to the Peak 7 & 8 Master Plan. All pertinent Preliminary and Final Subdivision application materials have been provided and we ask that this request be considered for a

Combined Hearing before the Planning Commission as we believe that the issues involved in this request are such that no useful purpose would be served by having two separate hearings.

Development Agreement and Ninth Amendment to the Peak 7 & 8 Master Plan Terms

This request meets the Subdivision Standards and the applicable terms of the Development Agreement (i.e., plat notes related to maximum home size, water tap fees, etc.) and the Ninth Amendment to the Peaks 7 & 8 Master Plan.

The 2024 Development Agreement contains a number of requirements, allowances, and findings for the Ninth Amendment and the future development of the Master Plan's parcels. The Development Agreement authorized a density transfer from the Gondola Lot Master Plan into the Peak 7 & 8 Master Plan area in excess of the then current Peak 7 & 8 Master Plan density allowances and underlying Guidelines without the assignment of negative points to any Relative Policy, failure of an Absolute Policy, or need to modify the underlying Land Use District Guidelines (Guidelines). It also included a waiver from Absolute Policy 39/Master Plans, 9-1-19-39A, Subsection I regarding density. Thus, it was not necessary to amend the underlying Guidelines to accommodate the intended Master Plan Amendment's density transfer, new planning areas, or uses.

According to the Development Agreement Parcel 5 terms:

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.

The Development Agreement also limits the timing of the future sales of the individual residential lots. Only eight of the 16 total combined residential lots in Parcels 5 and 6 may be sold prior to the issuance of a temporary or final certificate of occupancy for the employee housing on Parcel 2 (North Gold Rush Lot) and Colorado Department of Transportation's (CDOT) acceptance of the roundabout improvements or posting of security. Specifically, the Development Agreement Section 4.3 states:

4.3 Concurrently process a Development Application or Applications for the subdivision of Parcels 5 and 6 to create individual residential lots, provided 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 further subdivide 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.

Plat notes have been included on the proposed plat reflecting the above private shared access/driveway via a Shared Easement Area, 7,500 square foot density home size limitations, and the 1.25 plant investment fee (PIF) rate. A plat note has also been drafted speaking to the construction responsibility and timing of the various subdivision improvements. (Please see the discussion later on in this Narrative for details.) Since the property is included in the Breckenridge Mountain Master Planned Community, BMMA shuttles will service it. The Master Declaration of Covenants, Conditions and Restrictions for the Breckenridge Mountain Master Planned Community is already of record for the property and includes a transportation section. Thus, we believe that no additional plat note is needed in this instance.

The proposed plat notes also reference two documents—a Declaration of Shared Access and Utility Easements and an Access Easement Agreement which have been submitted for review. The Access Easement Agreement was recorded in connection with the sale of the property from Vail Summit Resorts, Inc. (VSRI) to P8E SFL LLC on February 18, 2025 under Reception No. 1346817. A Restrictive Covenant has also been provided reflecting the requirements of Section 4.3 of the Development Agreement that limits the timing of the future sales of the individual residential lots in Parcels 5 and 6. (Eight (8) of the total combined 16 lots as noted above.)

The Restrictive Covenant is not a blanket covenant to all eight properties at once, rather a separate document will be recorded against a single applicable property. If one of the restricted lots is terminated, then, to remain in compliance with the Development Agreement, a new property will be immediately substituted. The submitted template is for the Parcel 6 subdivision area, but if either Parcel 5 lot is restricted, then the Parcel 5 owner, P8E SFL LLC, will replace the shown Parcel 6 owner, P8E SFL PARCEL 6 LLC.

The Ninth Amendment to the Peak 7 & 8 Master Plan shows the Parcel 5 area as new Planning Area G, and the Planning Area Matrix reflects its size, two single-family equivalents (SFEs) density allocation, allowed single-family residential uses, and 7,500 square foot density home size limitations. Consequently, the proposed plat and plat notes are also in compliance with the Master Plan.

Proposed Subdivision Layout and Improvements

The subdivision area is located in Planning Area G—between Trygve's Run and the Four O'Clock Subdivision. It contains approximately 1.0958 areas and is a portion of the overall larger Tract C, Peak 8 Subdivision Filing No. 1 which has already been re-subdivided multiple times. The property is wooded predominately with lodgepole pine trees and slopes down overall from south to north.

A circular turnaround easement is located on the eastern portion of the property for Four O’Clock Run Road and an existing private Breckenridge Ski Resort gravel vehicle service/maintenance road runs through the center of the property between Four O’Clock Run Road and the ski area. Trees have been removed in the service road alignment as well as uphill/south adjacent to it for the installation of a sewer line. A metal gate and associated bollard, solar panel, etc. has been installed by VSRI controlling access across the property to the ski area. The gate and improvements will be relocated to the west off-site. An Access Easement Agreement between P8E SFL LLC and VSRI has been recorded relating to the maintenance road. The Turn Around and Access easements are the only easements of record on the property.

The proposed plat shows the planned two single-family residential lots with a new private Shared Easement Area between them connecting Four O’Clock Run Road to the ski area. (The existing access will be re-aligned to the south.) Proposed downhill Lot 1 is approximately 0.59 acres and proposed uphill Lot 2 is approximately 0.50 acres which both meet the minimum 5,000 square foot lot size of the Subdivision Standards. In the future, individual driveways will be constructed off of the shared access/driveway by the then two lot owners based upon the final design and location of their residences on the lots. As per the terms of the Development Agreement, no Town construction or maintenance of the central private shared access/driveway will be provided; rather the developer and subsequent users of the access will. (A plat note and private Declaration of Shared Access and Utility Easements have been proposed indicating this.) Two easements will be located on top of the central portion of the Shared Easement area—an Access Area and a Public Access Easement. The Access Area is for use by VSRI as a service road for continued access between Four O’Clock Run Road and the ski area and the Public Access Easement will be dedicated to the Town for public recreational purposes. A few other easements are also proposed on the plat and described in the plat notes. (Please see below for details.)

A slope analysis for the Parcel 5 Subdivision shows a few small areas of slopes greater than 50% to exist on and around the property which are the result of the construction of the cul-de-sac, installation of the existing sewer line on Lot 2, and ski area improvements. As required by the Subdivision Standards, a shared driveway cross-section has been provided illustrating that the shared access/driveway is relative flat. Although ultimately dependent upon the future design of the homes, we see no reason why the future individual Lots 1 and 2 driveways will not be able to meet the 10% maximum grade specified in the Development Agreement. (Please see the attached plans for design details and Section 9.2 (b) of the Development Agreement for this allowance.)

Site disturbance will be minimized with the shared access/driveway easement and the platting of site disturbance envelopes. (A plat note has also been added reflecting the activities allowed inside and outside the disturbance envelopes per the Subdivision Standards.) The proposed envelopes meet the setbacks specified in Section 9-2-4-5C.7.2. of the Subdivision Standards and the Development Code. The disturbance envelopes are simple geometric shapes laid out at right angles following the layout of the lots. Due to the shape of the overall subdivision area, uphill Lot 2 narrows as it heads uphill to the south and its depth is greater than twice its width. The Town Council was comfortable with the conceptual two lot layout and waivers were granted in the Development Agreement to allow this lot’s layout and envelope configuration. Subdivision

Sections 9-2-4-5C.2 and 9-2-4-5C.7.b.4 were specifically waived for the depth and widths of the lots and the shape of the disturbance envelopes.

A Preliminary Geotechnical Engineering Study and Geologic Hazards Assessment dated October 11, 2024 (Assessment) of the subdivision area has been prepared by Kumar & Associates. The purpose of the Assessment was to develop preliminary geotechnical and pavement section design recommendations and assess potential geologic hazards for development. On September 19, 2024 Kumar and Associates visited the site and found no significant geological hazardous conditions to exist. (I.e., The slopes on and above the subdivision are stable and have relatively low potential for mass slope movements; no evidence of past mining activity was found; no indication of recent flooding and/or debris flow were observed; no significant side-drainage capable of discharging floods or debris flow on the property were observed; groundwater was not encountered; soils displayed no swell potential and relatively low compression when wetted for floor slab pavement and foundation loads; and although the property is not located on geologic deposits that would be expected to have concentrations of radioactive minerals, there is still a potential for radon gas—as is typical in Summit County.)

The Assessment recommended construction techniques such as pressurization of the building, sealing cracks in foundation walls and floor slabs, and using active soil depressurization systems to reduce the future radon levels in the homes. It also recommended radon testing once the homes were constructed and ensuring the homes were designed with ventilation of the lower enclosed areas should post construction testing show any elevated radon levels. Thus, there are no unusual or significant geotechnical hazards in the subdivision to deal with since radon is found in the soils throughout Colorado. The findings and recommendations of the Assessment will be followed in the construction of the driveways and future homes. (A copy of the Assessment has been included for review.)

There are also no significant natural features on the property that necessitate protection. The subdivision has been designed to be compatible with the natural environment as much as possible given the shape of the subdivision area, Subdivision Standards setback requirements, and the existing conditions of the bisecting service road and removed trees. A perimeter of trees will remain around the proposed lots' envelopes. The northern/front portion of proposed uphill Lot 2 and its disturbance envelope contain portions of the existing service road and the area where trees have already been removed for the existing sewer line. The sewer line will be relocated and this area will be revegetated with grass seed and new trees will be installed in connection with this subdivision request on the northeast corner of Lot 2 to help provide a privacy buffer for the future home and help diversify the forest. Specifically, two 6' tall Colorado spruce trees and (3) 1½" caliper minimum aspen trees (all multi-stemmed) will be installed on the front of the lot in the area between the shared access/driveway and the disturbance envelope. These trees will be watered by hand by the Applicant to establish them. (Please refer to the landscape plan for details.) We believe no additional landscaping is required per Section 9-2-4-2-D.3. nor Section 9-2-4-4. of the Subdivision Standards since no public right-of-way is proposed and this subdivision is not located on a ridgeline or hillside.

Infrastructure Improvements – Utilities, Detention/Water Quality, and Shared Driveway

Civil Site, Grading and Drainage, Utility, and Drainage Basin Plans have been prepared for review showing the location of the existing and proposed access driveway and utility improvements. In addition, a Preliminary Drainage Report has been included in the submittal package.

We have been working closely with the Town of Breckenridge Water Department, the Upper Blue Sanitation District (UBSD), and Xcel Energy on our subdivision request. In our discussions with them, each have indicated their ability and willingness to serve the two new lots and the property is already included within each of their service areas. Water and sewer main lines are located on the property, or nearby, and will be relocated and/or extended as indicated on the Utility Plan to provide service to the subdivision area. A public fire hydrant is proposed on Lot 1, and at the request of the Red, White & Blue Fire Protection District, the two future homes will be equipped with an automatic sprinkler system. (Please see the attached Utility Plan for location details and the proposed plat notes for the required sprinkler systems.)

All new utilities such as water, sewer, electric, gas, communication, and cable television will be installed underground in accordance with each provider's design criteria and Town Engineering requirements. Due to the small size of the subdivision area, all infrastructure improvements are planned to be installed in a single phase by the Applicant/Developer prior to issuance of the first certificate of occupancy for either lot. (Please see below for details.)

Section 9.1(d) of the 2024 Development Agreement contemplated Town water service to the property and requires a Plant Investment Fee (PIF) of 1.25 of the in-Town PIF rate assessed at the time of building permit for the future homes to help fund any improvements needed to the Town's system to serve them.

The UBSD has provided a Will Serve email for all seven parcels of the Development Agreement. As requested, VSRI is working with the UBSD to repair the Vista Haus 6" service line and this is a private matter between those entities. (Please see attached.) An Application for Service including anticipated energy loads was submitted to Xcel Energy last summer. We have met with them and they have indicated their ability and willingness to provide gas and electrical service to the two lots. All applicable Xcel design requirements will be met. (Please refer to the Will Serve Letter for details.)

No street lighting is required or proposed adjacent to Four O'Clock Run Road or in the new private shared access/driveway easement. The existing VSRI access gate and associated equipment will be relocated to the west onto the ski area property. A "private driveway" sign will be installed on the property facing the Four O'Clock Subdivision indicating the private use of the new shared access/driveway. We will be glad to coordinate with the Town on the specific design of this sign at the time of the infrastructure improvements.

Tetra Tech has analyzed the subdivision's drainage and has prepared a Preliminary Drainage Report (Report) in accordance with the Engineering Standards and Mile High Flood District

(MHFD) Urban Storm Drainage Criterial Manual (USDSM). Improvements will be made to reduce water flow onto Four O’Clock Run Road and road and utility construction will not increase impervious area more than 0.10 acres. Because of this, we believe the project is exempt from the detention requirements and no permanent water quality improvements are required at this time. When both single-family lots are developed, detention ponds or low impact development principles will be required to prevent any downstream property impacts. The lot owners may be required to construct ponds in association with the development of their future homes. Consequently, conceptual pond locations have been shown on the civil plans, but in order to allow flexibility in their placement, the final locations will be determined in the future taking into consideration the design and placement of the future homes. (Please see the attached Preliminary Drainage Report and plans for details.)

We note that per the Subdivision Standards Section 9-2-4-5.C.7.e.1., drainage facilities are allowed outside of disturbance envelopes; thus, the allowance for the detention ponds has been specifically added to the proposed plat notes. If the ponds are found to be needed, an Ownership and Maintenance Plan will be developed and submitted for each lot requiring the ponds to remain free of sediment and cleaned out to design capacity whenever 6” of sediment has built up.

We have also been working with the Summit County Engineering Department to ensure the proposed subdivision design is compatible with the existing Four O’Clock Run Road and will not create any negative impacts on the road or nearby homes. As mentioned above, negative drainage impacts will not be created for downstream properties. No impacts are planned to the existing turnaround easement. According to our Engineer’s assessment of the physical conditions of Four O’Clock Run Road, improvements to the turnaround area are not possible due to its physical design and the existing right-of-way dimensions. Based on discussions with the Red, White & Blue Fire Protection Department on August 28, 2024, the existing turnaround functions adequately for their needs, and with the addition of a new fire hydrant and sprinkling of the two new homes, additional cul-de-sac improvements are not needed.

Due to the limited amount of improvements associated with this subdivision, a plat note has been provided stipulating that the driveway, utility, and landscaping improvements must be completed by the Applicant/Developer prior to the first certificate of occupancy for either residence on Lot 1 or 2. In this way, the VSRI service access to the ski area will be maintained and the new private access pavement will not be damaged with construction vehicles used to build the new home. With this approach, no Subdivision Improvements Agreement (SIA) and performance guarantee are needed to allow the recordation of the subdivision plat prior to construction of this shared driveway and other improvements. The plat note will suffice and we will be glad to work with the Town to incorporate any comments or suggestions they may have.

Trails

According to our Title Commitment research, no formal trail easements exist in the proposed subdivision area and no trails are shown on the Town’s official Trail Map. Similarly, no existing or proposed trails were shown on the previous Peak 7 & 8 Master Plan documents or recent Ninth

Amendment documents. However, we understand that the existing service road has been used in the past by nearby residents as an informal access to the ski area and USFS lands. Formally, a nearby 25' seasonal public trail easement (the Peaks Connect Trail on the Town's Trail Map) exists between the southern boundary of the Four O'Clock Subdivision and the northern boundary of the adjacent Timber Trail Subdivision. This trail is platted in the Timber Trail Subdivision and links uphill to the Pioneer Trail and downhill to the Peak 8 Base.

Understanding the social use of the existing VSRI service road, a public trail easement for year round recreational use and access will be provided in the private shared access/driveway alignment. With the limited use of the access/driveway by two single-family homes, we believe the vehicular and pedestrian access will be able to co-exist as it does now with the existing VSRI service road. No specific trail design improvements are planned as the primary use of the easement area is for the two single-family homes and it will be improved to Town driveway standards. This multiple use will help minimize additional site disturbance. (Please refer to the plat and plat notes for location and use details.)

Public Open Space Dedication or Fee in Lieu Payment

According to Section 9-2-4-13 of the Subdivision Standards, all subdivisions must provide open space land or a cash contribution in lieu of land, or a combination of both, at the option of the Town, which are roughly proportional to the nature and extent of the proposed subdivision's impacts. As previously noted, Parcel 5 is a part of the overall remainder of Tract C, Peak 8 Subdivision Filing No. 1 which has already been subdivided five times and the required open space remitted to the Town. Thus, no additional open space dedication or fee is required for this subdivision request.

Traffic Impact Study and Intersection Improvements

East Peak 8 Traffic Impact Study Update dated February 11, 2025 (Study Update 2025) for the entire East Peak 8 Development Agreement area request was recently completed by Kimley-Horn and Associates. It reflects the current development programs for Parcels 4, 5, and 6 of the Development Agreement and evaluates the necessity of a turn deceleration lane on Ski Hill Road for the Parcel 4 development. (The Study Update 2025 was included in the Parcel 4 second Preliminary Hearing package material submitted to the Town last month. A copy has also been provided in this Parcel 5 subdivision application package.) The Study Updated 2025 is intended to supersede the previously submitted East Peak 8 Traffic Impact Study Update dated May 30, 2024 (Study Update 2024), the previously approved East Peak 8 Traffic Impact Study Update dated July 12, 2023 (Study Update 2023) that was reviewed, approved and referenced in association with the Development Agreement, and the original East Peak 8 Traffic Study they completed on February 17, 2020.

Because the East Peak 8 Development is expected to take place within the next few years, following Colorado Department of Transportation (CDOT) protocol, analysis for the 2027 year short-term buildout horizon and 2045 year long-term twenty year planning horizon were

conducted. The purpose of the study was to identify the projects' traffic generation characteristics to determine potential impacts to the local street system and to develop mitigation measures for any identified impacts. The proposed Parcel 4 accesses along Ski Hill Road were included in the evaluation along with four intersections:

- Ski Hill Road and 4 O'Clock Run Road
- Ski Hill Road and Park Avenue
- Ski Hill Road and Main Street
- 4 O'Clock Road and Park Avenue

The two new homesites in Parcel 5 and 14 new homesites in Parcel 6 will utilize Four O'Clock Run Road to access Ski Hill Road. The Update Study 2025 analyzes the Ski Hill Road/Four O'Clock Road intersection and found no intersection improvements to be needed. The intersection currently operates acceptably at a Level of Service B or better during both peak hours under existing conditions, and with the projected new traffic and the existing lane configurations and controls, all movements are anticipated to continue to operate acceptably throughout the 2045 horizon. The Study Update concludes, *Therefore, no improvements or modifications are anticipated to be needed at this intersection based on the addition of project traffic and this operational level of service analysis.* (Study Update 2025, page 29.) The previous Study Updates 2024 and 2023 contain the same conclusions and were also provided to the County Engineering Department.

The Study Update 2025 trip generation analysis contemplated a total of 16 single-family residences, 36 hotel rooms, and 142 condominiums for the three sites and concluded that all of the East Peak 8 developments would generate approximately 1,184 weekday daily trips, with 106 of them occurring during the morning peak hour and 115 of them occurring during the afternoon peak hour. Based on the addition of the projects' traffic, a maximum increase of 14 percent during the Saturday morning peak hour on the west leg (102/712) of Park Avenue/Ski Hill Road is expected with no CDOT access permit anticipated to be required. (A 20 percent increase to the existing access traffic volumes would require a permit.)

However, similar to the Study Update 2024, a few improvements to the various studied intersections to help with traffic flow were recommended in the Study Update 2025. For instance, lengthening the eastbound and westbound left turn lanes at Ski Hill Road and Park Avenue as well as the eastbound left turn lane at the Ski Hill Road/Main Street intersection by 2027 were recommended. The Study Update 2024 noted that by 2045, the eastbound left turn lane at the Ski Hill Road/Park Avenue intersection may also need to be extended if future traffic volumes are realized.

As before, the Study Update 2025 also recommended that the Town work with CDOT to improve the signal timing of the Ski Hill Road/Park Avenue intersection by reducing cycle lengths during the morning and afternoon peak periods and to also consider coordinating the existing signals at the Ski Hill Road/Park Avenue and Ski Hill Road/Main Street intersections.

The Study Update 2025 also found that the eastbound approach to the Ski Hill Road/Main Street intersection negatively impacts the Ski Hill Road/Park Avenue intersection—with vehicles backing up into the intersection due to the high pedestrian volumes and their movements at the Ski Hill Road/Main Street intersection, and suggested that the Town consider implementing an exclusive pedestrian scramble phase at that intersection. (Please see page 3 of the Study Update 2025 for details.)

Although no CDOT permit is required, and limited improvements can take place to the Park Avenue/Ski Hill Road intersection given the right-of-way footprint, the roads' geometry and grades, and the location of nearby existing buildings, improvements were proposed by the Applicant in the Development Agreement as Public Benefits to help improve the circulation and safety at this intersection. The improvements include signage, ADA compliant pedestrian facilities (i.e., ramps and push buttons), and turn-lane restriping for eastbound and westbound movements as described in the Study Update 2023. The intersection design and construction improvements must be constructed prior to a certificate of occupancy for any building on Parcel 3/South Gold Rush Lot. As noted by the Town Council during the Development Agreement's first reading, the Applicant is just one of many entities working with the Town to try and mitigate the existing conditions at this intersection.

Similar to the two previous Study Updates, the Study Update 2025 states, *Based on the analysis presented in this report, Kimley-Horn believes East Peak 8 will be successfully incorporated into the existing and future roadway network.* We believe this to be especially true given the proposed additional Ski Hill Road/Park Avenue intersection improvements that we will construct.

Proposed Plat

The proposed plat shows the layout of the lots, site disturbance envelopes, and various easements. Plat notes have been provided relating to the 7,500 square foot density limitation, required sprinkler systems, disturbance envelopes, BMMA Declaration, PIFs, and the use of the various easements. Additionally, drafts of the private Declaration of Shared Access and Utility Easements and Restrictive Covenant of the lot sales have also been provided for review. We believe the proposed plat has been drawn in accordance with the Subdivision Standards and will be glad to incorporate any comments or suggestions the Town may have for it.

Ski Area Master Development Plan

During the review of the perimeter subdivision requests, one of the Planning Commissioners asked about the ski area's future development plans in relation to the location of the two new subdivisions. We have since reviewed the 2022 Master Development Plan (MDP) for the Breckenridge Ski Area approved by the United States Forest Service (USFS) and discussed this MDP with VSRI representatives. They stated that there are no conflicts as the MDP, like all USFS MDPs, are flexible and conceptual in nature.

According to the USFS website, ski areas are required to pay a rent for the use of public lands and prepare a MDP that shows the existing and desired improvements on USFS lands within their permit boundary area. These are long-range conceptual types of plans because they require further site specific improvement review and approval by the Forest Service and they may be modified as needed by the applicants/ski areas.

The Breckenridge Ski Resort Master Development Plan was prepared in September 2022. Although the Parcels 5 and 6 Development Areas are on private lands and not on USFS lands, improvements to the Peak 8 Learning Area on non-National Forest Service lands were discussed. The intent was to separate, move uphill, and provide additional novice and beginner capacity on the mountain. The plan included replacing Rip's Ride with a high-speed detachable quad with a similar alignment to move new skiers uphill, to construct two new lifts adjacent to Trygve's Platter (between Trygve's and Lower Crosscut ski trails), and develop accompanying terrain from the existing vehicle maintenance area to the top of Rip's Ride. Along with the two lifts, new and/or relocated carpets next to the bottom of Rip's Ride and Chair 5 and other terrain modifications for beginners were planned. Some of these improvements were shown for the Parcels 5 and 6 areas, but according to VSRI, the improvements on private lands in Parcels 5 and 6 are no longer being considered. All future VSRI improvements will be located outside of these Parcels on NFS lands or other VSRI privately owned land.

Conclusion

Preliminary and Final Subdivision Applications and pertinent submittal materials for the Parcel 5 single-family residential subdivision request have been provided. The proposed plat is drawn in accordance with the Subdivision Standards and contains the requisite plat certificates. We believe the proposed two single-family residential lots are compatible with the nearby single-family homes in the County's Four O'Clock Subdivision and meet the applicable regulations of the Subdivision Standards, Development Agreement, and the Ninth Amendment to the Peak 7 & 8 Master Plan. We ask that this subdivision request be considered for a Combined Hearing before the Planning Commission as allowed by the Subdivision Standards Section 9-2-3-2.E. because we believe no useful purpose would be served with separate Preliminary and Final Hearings.

ABBREVIATIONS

PROPOSED

PROPERTY LINE
EASEMENT
DISTURBANCE ENVELOPE
SANITARY SEWER LINE
WATER LINE
ELECTRIC LINE
GAS LINE
STORM SEWER LINE
SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
WATER VALVE
FIRE HYDRANT
FLARED END SECTION
STORM SEWER INLET
STORM SEWER MANHOLE
ELECTRIC TRANSFORMER
ACCESS GATE
GRAVEL ROAD

EXISTING

MAJOR CONTOURS (5' INT.)
MINOR CONTOURS (1' INT.)
SPOT ELEVATION
SLOPE
POINT OF ANALYSIS
PROPOSED DRAINAGE BASIN
PROPOSED FLOW ARROW

ABC	ACRE
AGG	AGGREGATE BASE COURSE
BFP	BACK FLOW PREVENTOR
BVCS	BEGIN VERTICAL CURVE STATION
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CFS	CUBIC FEET PER SECOND
CL	CENTERLINE, CLASS
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CY	CUBIC YARD
E	EASTING
EG	EXISTING GRADE
EL	ELEVATION
ELEC	ELECTRICAL
EOA	EDGE OF ASPHALT
EOG	EDGE OF GRAVEL
EO	EDGE OF ROAD
EVCS	END VERTICAL CURVE STATION
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
OFF	OFFSET
PC	POINT OF CURVATURE
PH	PHASE
PI	POINT OF INTERSECTION
PSV	PRESSURE SUSTAINING VALVE
PT	POINT OF TANGENCY
P	POINT OF VERTICAL INTERSECTION
R	RADIUS, RIGHT
RW	RIGHT-OF-WAY
RCBC	REINFORCED CONCRETE PIPE, BOX CULVERT
RPC	REINFORCED CONCRETE PIPE
RPCA	REINFORCED CONCRETE PIPE, ARCH
S	SOUTH
STA	STATION
SHT	SHEET
SWMP	STORMWATER MANAGEMENT PLAN
TBOC	TOP BACK OF CURB
TOC	TOP OF CONCRETE
TYP	TYPICAL
USFS	UNITED STATES FOREST SERVICE
VBH	VAULT BLOCK HOUSE
VERT	VERTICAL
W	WEST

A diagram of a circular drainage basin. The basin is represented by a circle. Inside the circle, there is a horizontal line. Above this line, the letter 'X' is written. Below the line, the text '100 YEAR PEAK DISCHARGE' is written. To the left of the circle, the text 'DRAINAGE BASIN ACREAGE' is written. To the right of the circle, the text 'DRAINAGE BASIN NUMBER' is written. Arrows point from the labels to the corresponding parts of the diagram: 'DRAINAGE BASIN NUMBER' points to 'X', '10 YEAR PEAK DISCHARGE' points to the horizontal line, '100 YEAR PEAK DISCHARGE' points to the text inside the circle, and 'DRAINAGE BASIN ACREAGE' points to the circle itself.

DRAINAGE BASIN NUMBER

10 YEAR PEAK DISCHARGE

100 YEAR PEAK DISCHARGE

DRAINAGE BASIN ACREAGE

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.

BRECKENRIDGE GRAND VACATIONS PARCEL 5	LEGEND AND ABBREVIATIONS	
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	DESN:	CDD
	DRWN:	ACR
	CHKD:	CDD

C-001

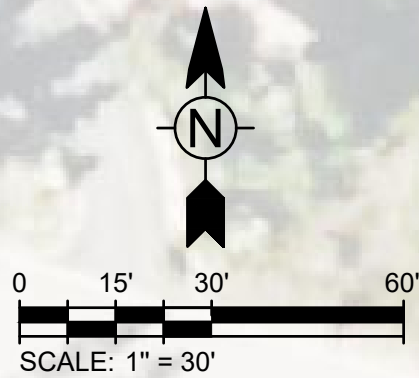
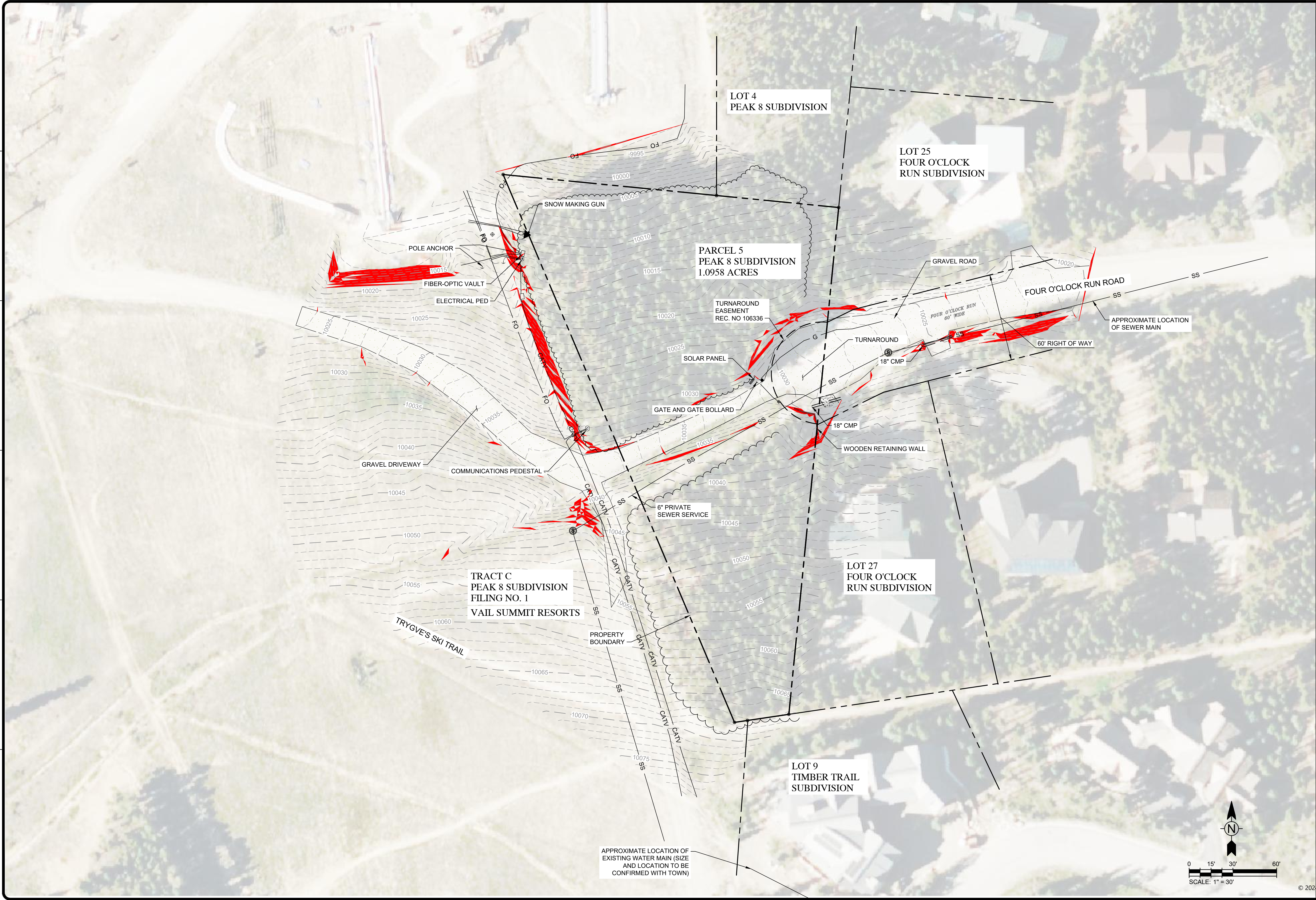
TETRA TECH

Tt

www.tetratech.com

719 F TEN MILE DRIVE, PO BOX 1906
FRISCO, CO 80443
(970) 423-3420

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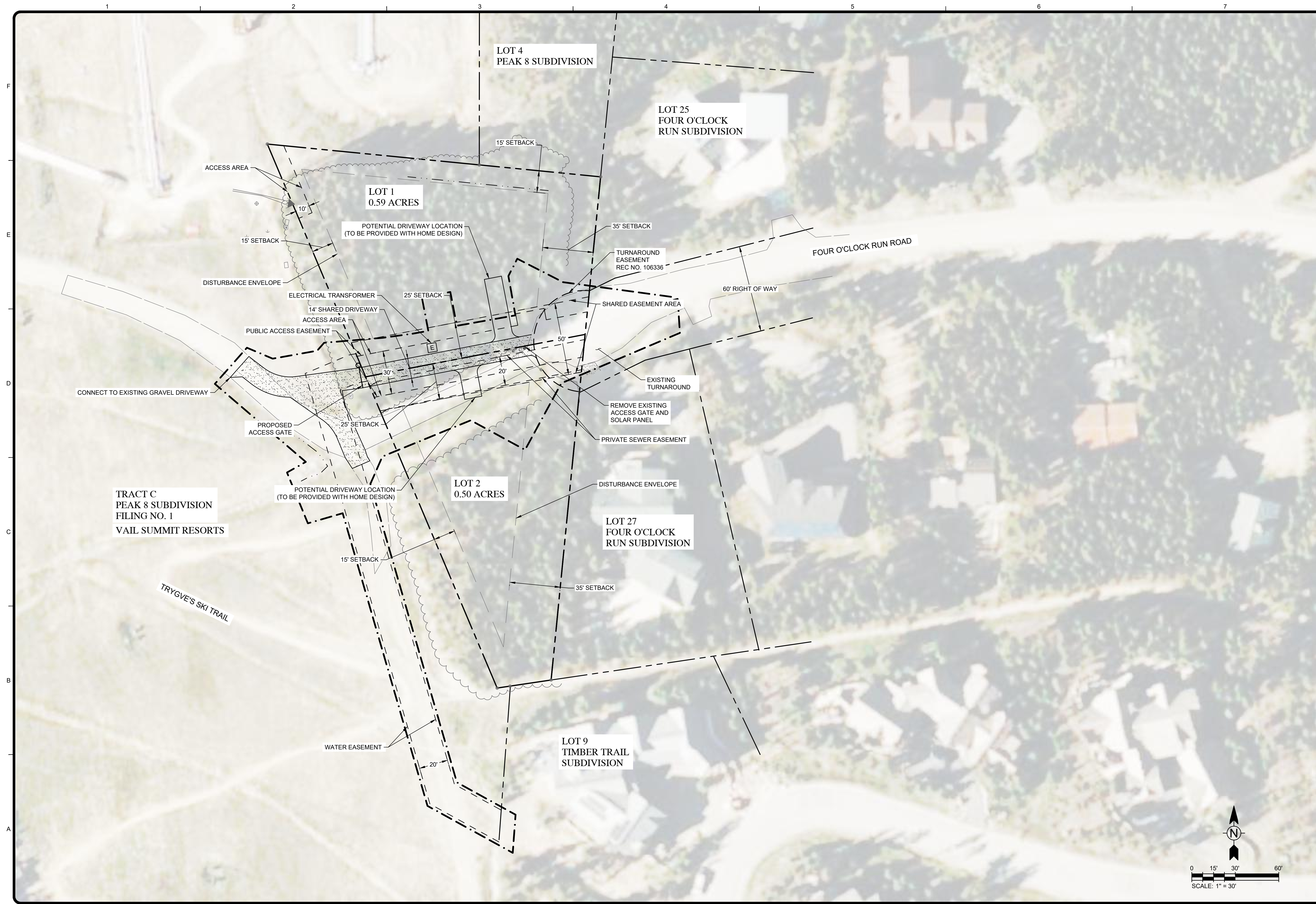
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PROJ:	200-325517-21001
DESN:	CDD
DRWN:	ACR
CHKD:	CDD

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2/27/2025 10:14:56 AM - O:\PROJECTS\BRECKENRIDGE\325517\200-325517-2\1001\CAD\SHEETFILES\PARCEL 5\C-101 CIVIL SITE PLAN.DWG - ROSE, ARDEN

TETRA TECH

719 F TEN MILE DRIVE, PO BOX 1906
FRISCO, CO 80443
(970) 423-3420
www.tetrattech.com

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BRECKENRIDGE GRAND VACATIONS

PARCEL 5

CIVIL SITE PLAN

PROJ: 200-325517-21001

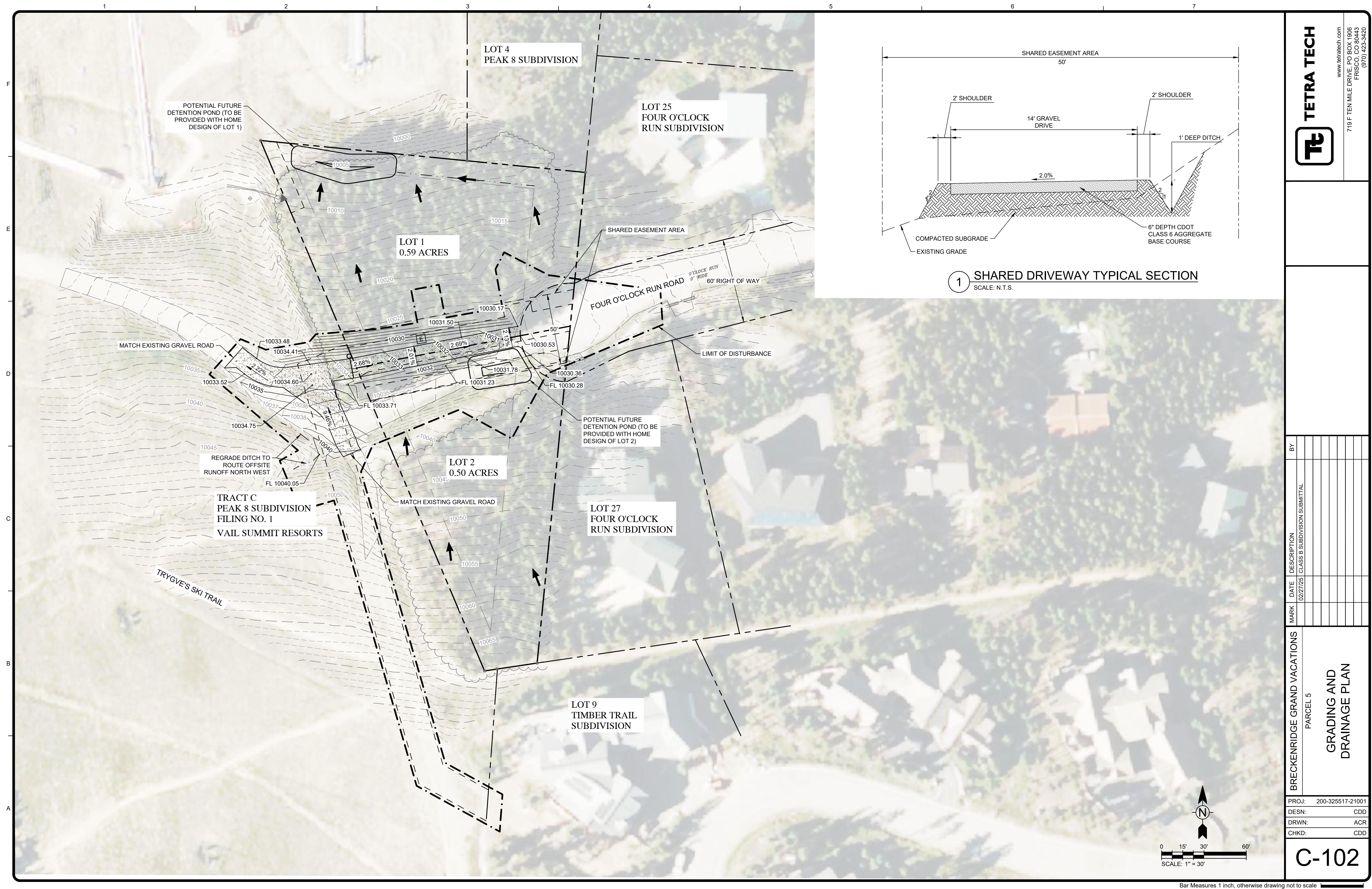
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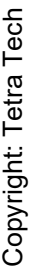
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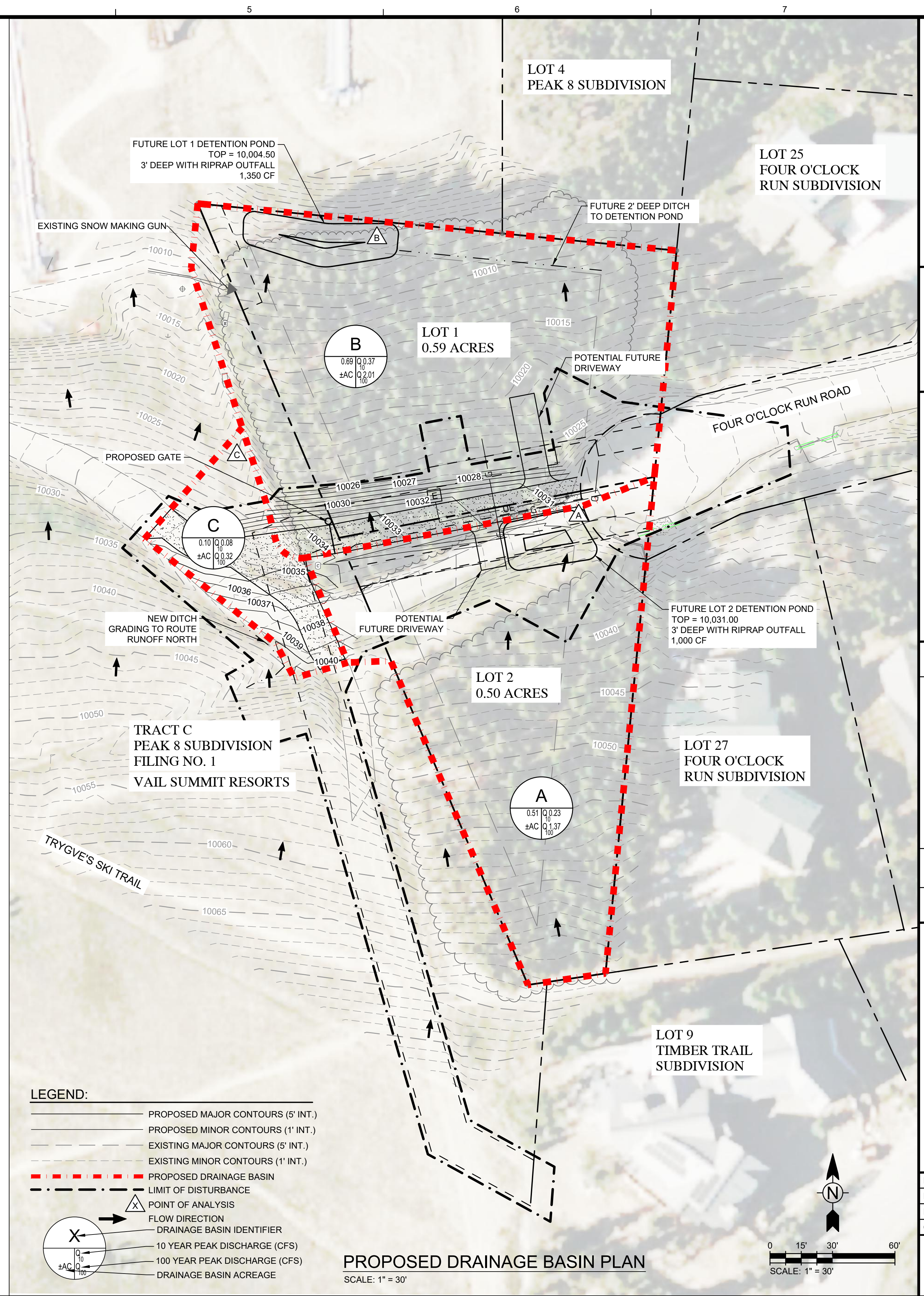
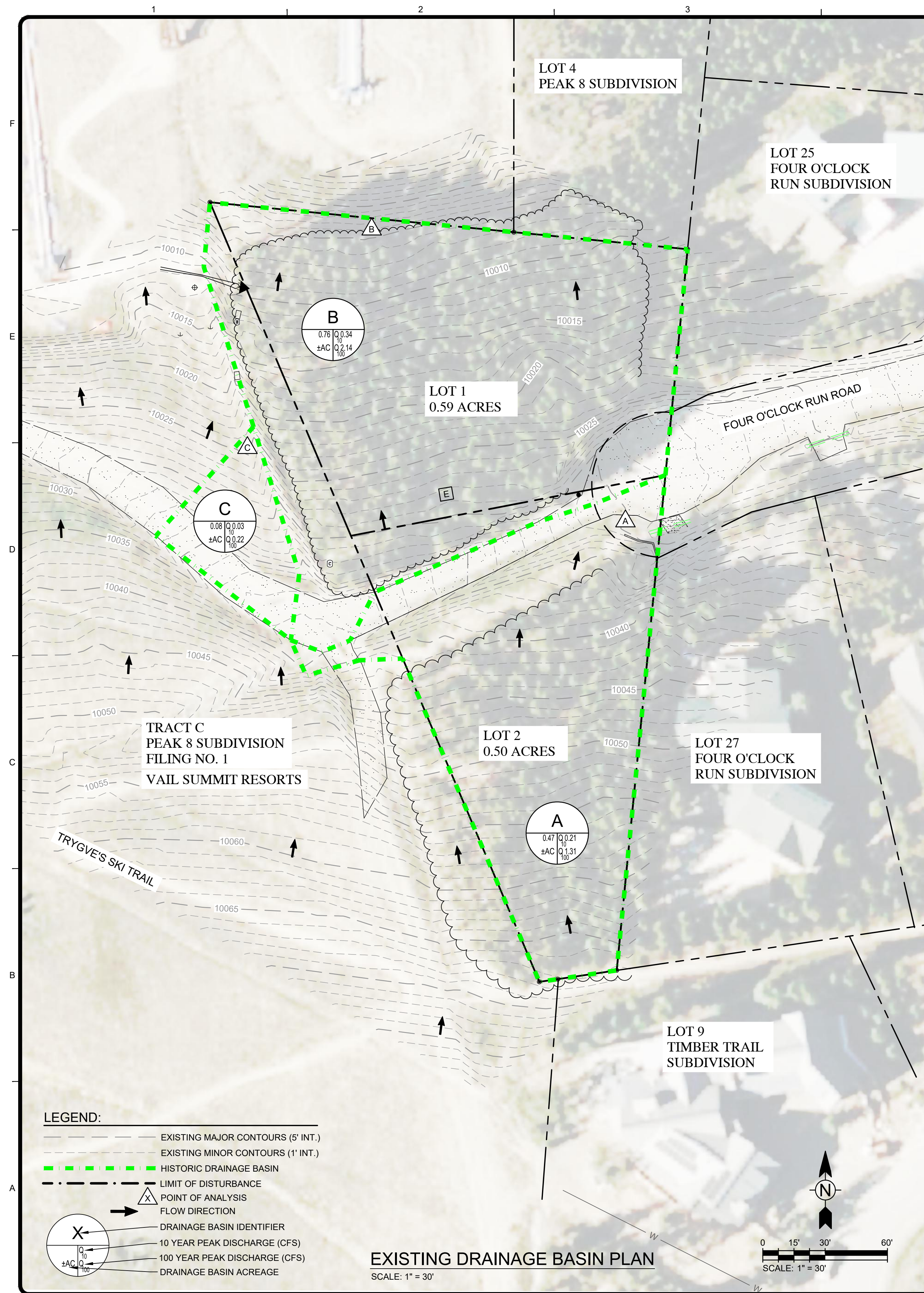
CHKD: CDD

C-101

Copyright: Tetra Tech





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BRECKENRIDGE GRAND VACATIONS

PARCEL 5

DRAINAGE BASIN PLAN

PROJ:	200-325517-21001
DESN:	CDD
DRWN:	ACR
CHKD:	CDD

EX A-2

PARCEL 5
LANDSCAPE PLAN

VICINITY MAP



OVERALL LANDSCAPE PLAN



APPLICANT / LAND OWNER

BRECKENRIDGE GRAND VACATIONS
CONTACT: GRAHAM FRANK
100 SOUTH MAIN STREET
BRECKENRIDGE, CO 80498

CIVIL ENGINEER

TETRA TECH
CONTACT: CHRIS DURLOO
719 F. TEN MILE DRIVE
FRISCO, CO 80443
PO BOX 1906
970.423.3420
CHRIS.DURLOO@TETRATECH.COM

LANDSCAPE ARCHITECT

NORRIS DESIGN
CONTACT: ANTHONY YORK
409 MAIN STREET, SUITE 207
FRISCO, CO 80443
PO BOX 2320
970.368.7068
AYORK@NORRIS-DESIGN.COM

LEGEND

- DECIDUOUS TREES
- EVERGREEN TREES
- NATIVE SEED
- LOT LINE
- LIMIT OF WORK
- EASEMENT
- EXISTING CONTOUR
- PROPOSED CONTOUR

SHEET INDEX

COVER SHEET	LP-001
NOTES & SCHEDULES	LP-002
LANDSCAPE PLAN	LP-101
SNOW STORAGE PLAN	LP-201
PLANTING DETAILS	LP-501

PARCEL 5
BRECKENRIDGE, CO

OWNER:
BRECKENRIDGE
GRAND VACATIONS
100 S. MAIN STREET
PO BOX 6879
BRECKENRIDGE, CO 80498

NOT FOR
CONSTRUCTION

DATE:
3-4-2025
CLASS B SUB 01

SHEET TITLE:

LANDSCAPE
COVER

LP-001

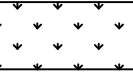
LANDSCAPE NOTES

1. THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
3. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
4. THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
5. THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
7. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.
8. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 3 (THREE) cu.yrds/1,000sf OR AS NOTED IN THE TECHNICAL SPECIFICATIONS.
9. TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
10. ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A PERIOD OF 1 YEAR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 1 YEAR FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
11. ALL TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE HAND DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.
12. ALL TREES IN SEED AREAS SHALL RECEIVE MULCH RINGS. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.
13. AT SEED AREA BOUNDARIES ADJACENT TO EXISTING NATIVE AREAS, OVERLAP ABUTTING NATIVE AREAS BY THE FULL WIDTH OF THE SEEDER.
14. ANY DISTURBED NATIVE AREAS WHICH ARE TO REMAIN SHALL BE OVER SEEDED AND RESTORED WITH SPECIFIED SEED MIX.
15. CONTRACTOR SHALL OVER SEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS OTHERWISE NOTED ON THE PLANS.
16. ALL SEEDED SLOPES EXCEEDING 25% IN GRADE (4:1) SHALL RECEIVE EROSION CONTROL BLANKETS. PRIOR TO INSTALLATION, NOTIFY OWNER'S REPRESENTATIVE FOR APPROVAL OF LOCATION AND ANY ADDITIONAL COST IF A CHANGE ORDER IS NECESSARY.
17. WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.
18. IRRIGATION SHALL BE PROVIDED TO ESTABLISH LANDSCAPE MATERIAL VIA WATER TRUCK. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF ALL NATIVE SEED.
19. THE CONTRACTOR IS EXPECTED TO KNOW AND UNDERSTAND THE TOWN AND COUNTY SPECIFICATIONS FOR LANDSCAPE ARCHITECTURE. IN CASES OF DISCREPANCIES THE HIGHER OF THE TWO STANDARDS SHALL HAVE PRECEDENCE.
20. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL IMPROVEMENTS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT.

GENERAL NOTES

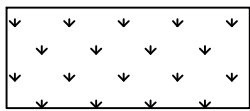
1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
2. DRAWINGS ARE INTENDED TO BE PRINTED ON 24" X 36" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
3. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
5. SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
6. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
7. IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, NORRIS DESIGN RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
8. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
9. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES, AND REGULATORY AGENCIES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
12. UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
13. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
16. SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
17. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS WITH OWNER'S REPRESENTATIVE.
18. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.
20. THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
21. MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
22. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
23. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
24. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
25. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
26. THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.
27. OPEN SPACE SWALES: IF SWALES ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE CONVEYANCE OF WATER WITHIN THE SWALES DURING THE CONTRACT PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK. ANY SWALES DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
28. DETENTION AND WATER QUALITY PONDS: IF DETENTION PONDS AND WATER QUALITY PONDS ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE PONDS, DRAINAGE STRUCTURES AND SPILLWAYS DURING CONSTRUCTION. ALL PONDS, DRAINAGE STRUCTURES AND SPILLWAYS SHALL BE MAINTAINED IN OPERABLE CONDITIONS AT ALL TIMES. ANY POND OR SPILLWAY AREAS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE POND NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
29. MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.
30. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	WATER USE	HEIGHT	SPREAD
DECIDUOUS CANOPY TREES								
PO TR2	3	POPULUS TREMULOIDES	QUAKING ASPEN - MULTI-STEM	B & B	1.5" CAL	MOD	40'-50'	25'-30'
EVERGREEN TREES								
PI PU	2	PICEA PUNGENS	COLORADO SPRUCE	B & B	6' HEIGHT	MOD	40'-50'	25'-30'
SYMBOL	BOTANICAL NAME		COMMON NAME					
GROUND COVERS								
	NATIVE SEED							

SHORT DRY GRASS SEED MIXTURE

COMMON NAME	% OF TOTAL	LBS. PER 1000 S.F.
HARD FESCUE, VNS	30%	0.6 LBS.
CREeping RED FESCUE, VNS	30%	0.6 LBS.
SHEEP FESCUE, MEKLENBERGER	25%	0.5 LBS.
CANADA BLUEGRASS, RUBENS	10%	0.2 LBS.
CANBY BLUGRASS, CANBAR	5%	0.1 LBS.
TOTAL	100%	2.0 LBS.
- SLOPES OVER 3:1 SHALL BE HAYED AND TACKIFIED OR NETTED		
- SPREAD SEED AT A RATE OF 2 LBS PER 1,000 SF		



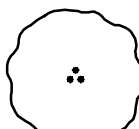
PLANT SCHEDULE

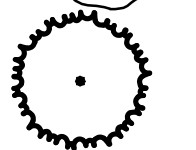
CODE	COMMON NAME
DECIDUOUS CANOPY TREES	
PO TR2	QUAKING ASPEN - MULTI-STEM
EVERGREEN TREES	
PI PU	COLORADO SPRUCE

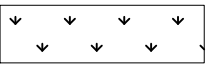
KEY NOTES

CODE	DESCRIPTION	DETAIL
N-01	TREE PLANTING	1 / LP-501
N-02	TREE PLANTING ON SLOPE	2 / LP-501

LEGEND

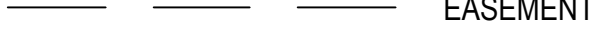
 DECIDUOUS TREES

 EVERGREEN TREES

 NATIVE SEED

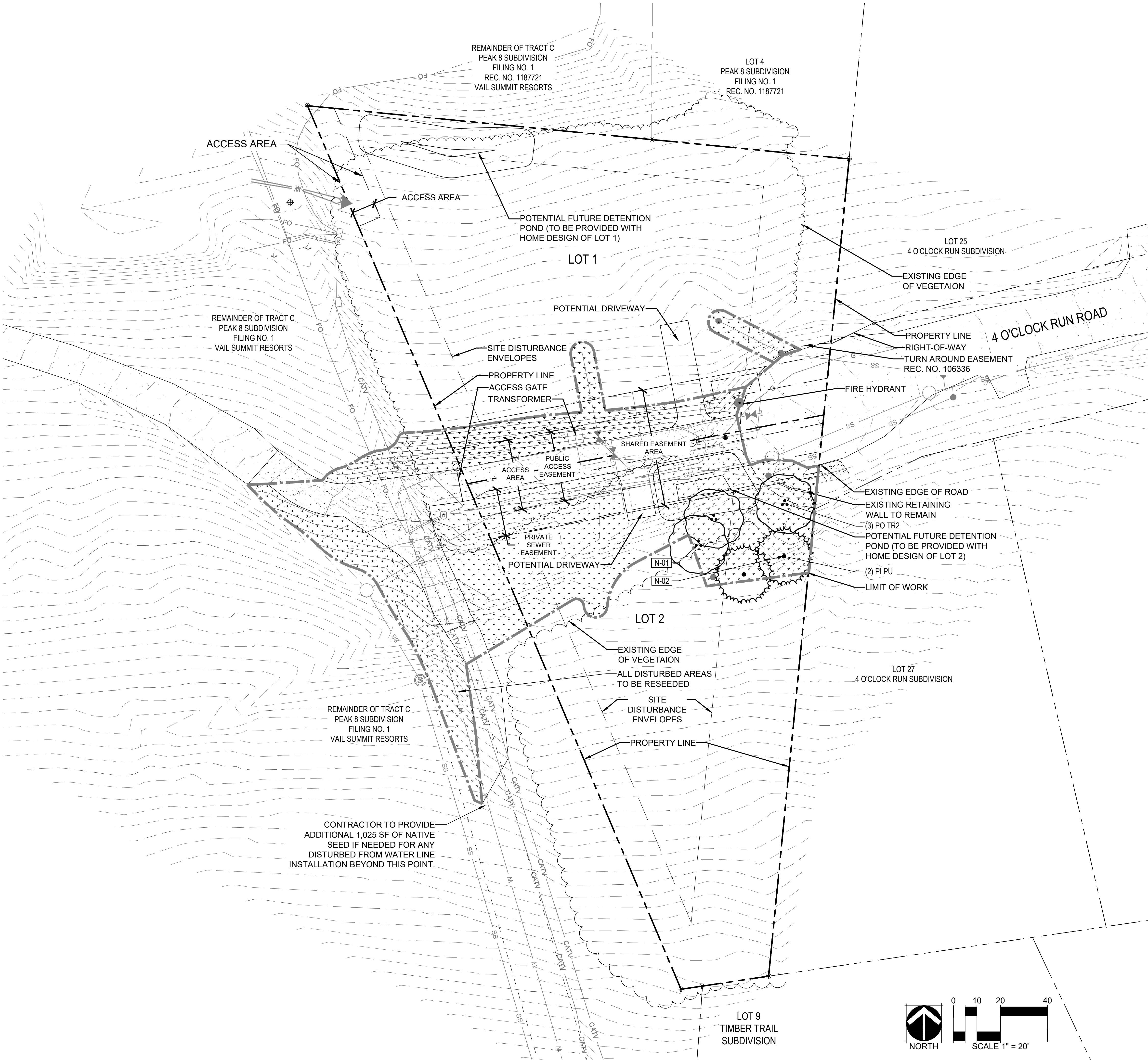
 LOT LINE

 LIMIT OF WORK

 EASEMENT

 EXISTING CONTOUR

 PROPOSED CONTOUR



OWNER:
BRECKENRIDGE
GRAND VACATIONS
100 S. MAIN STREET
PO BOX 6879
BRECKENRIDGE, CO 80498

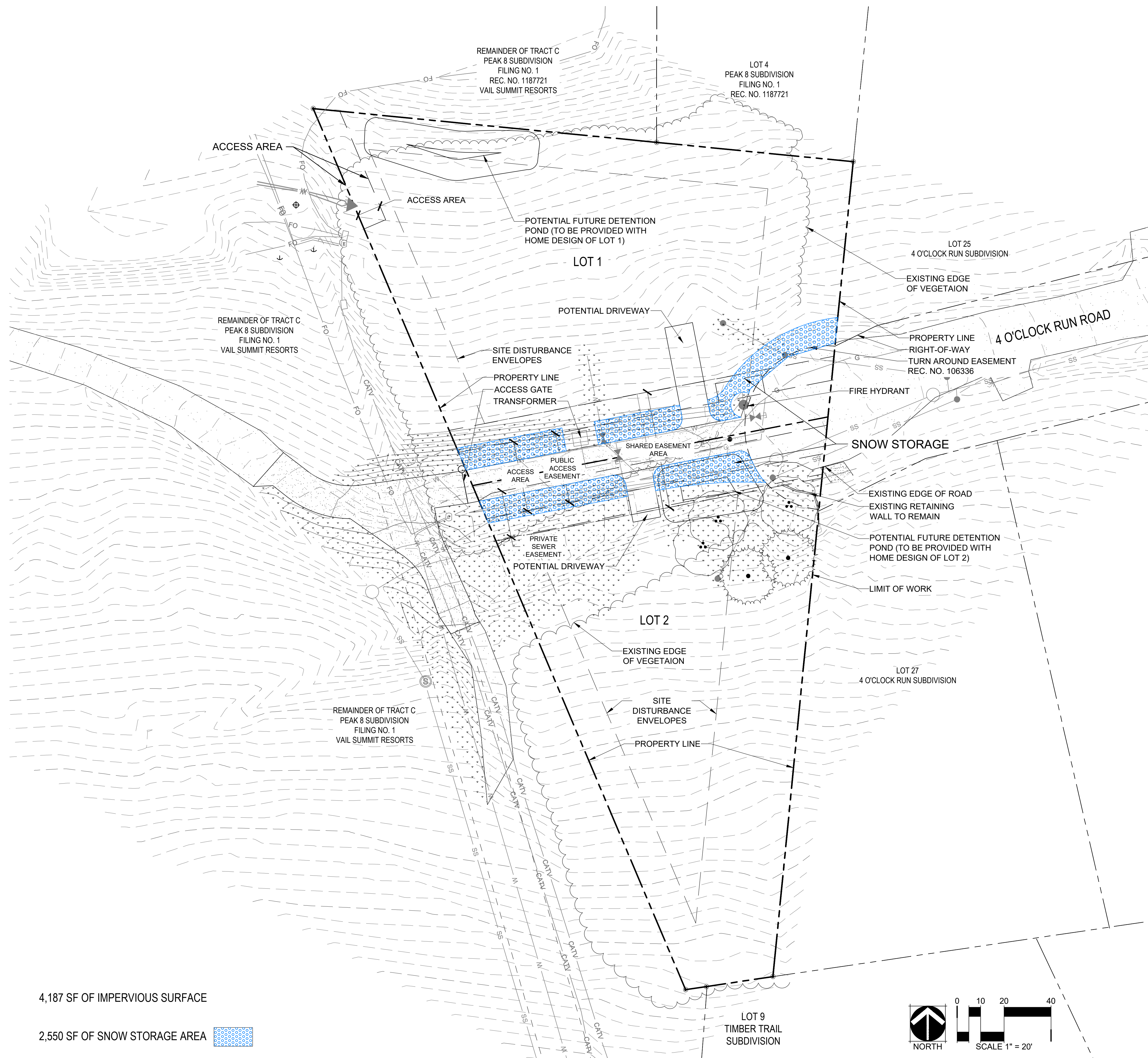
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CONSTRUCTION

DATE:
3-4-2025
CLASS B SUB 01

SHEET TITLE:

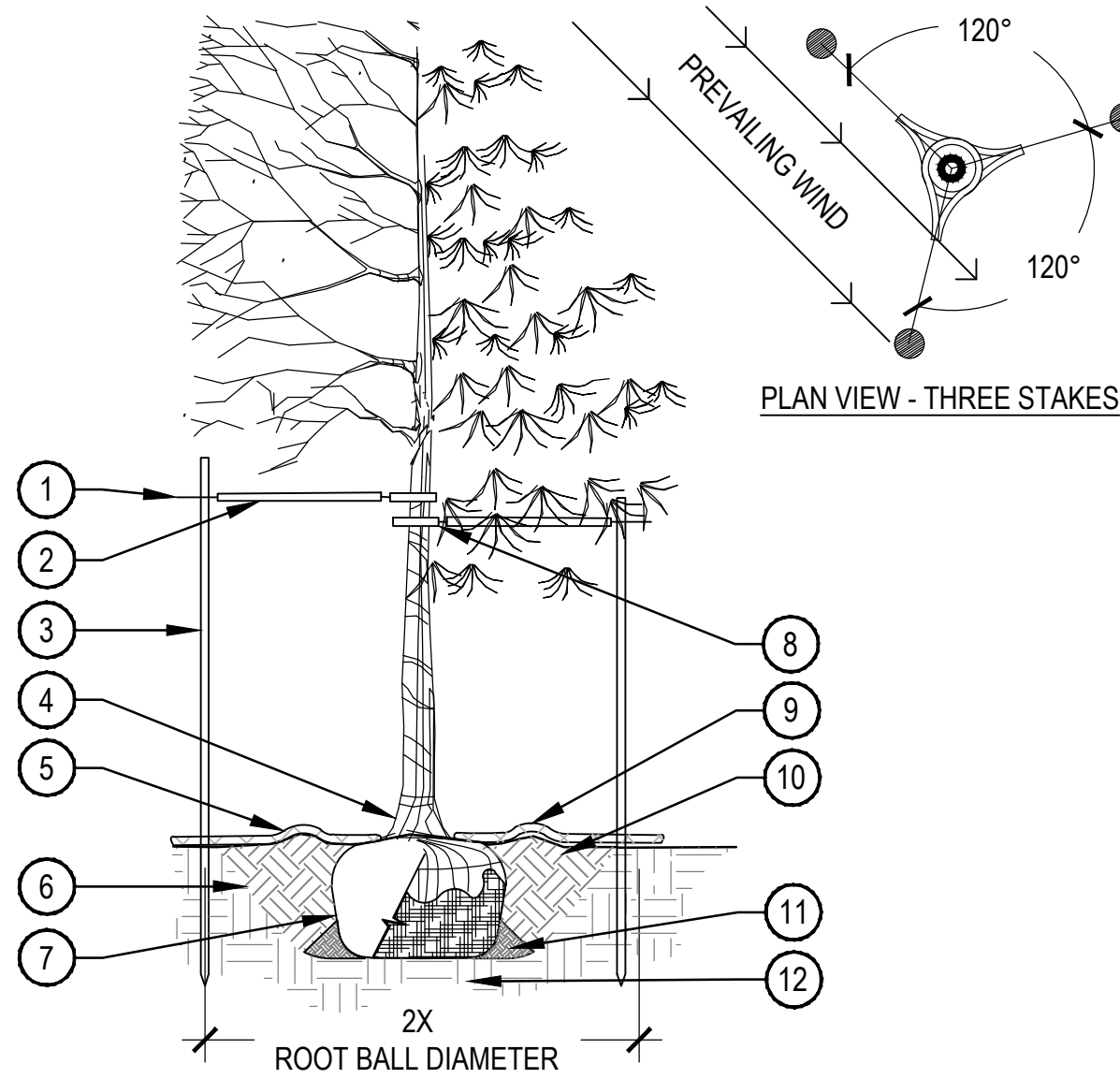
SNOW STORAGE PLAN

LP-201



- PRUNING NOTES:
- ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
 - DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

- STAKING NOTES:
- STAKE TREES PER DIAGRAM. AFTER A MINIMUM OF (3) THREE YEARS CONFIRM TREE IS ESTABLISHED. CHECK FOR ROOTBALL STABILITY. APPLY HAND PRESSURE TO TRUNK OF TREE, WHEN ROOTBALL DOES NOT MOVE, REMOVE STAKING.
 - 2" CALIPER SIZE AND UNDER DECIDUOUS AND ASPEN TREES - MINIMUM 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE (OR PREVAILING WIND SIDE AND 180° FROM THAT SIDE).
 - EVERGREEN TREES - 3 STAKES PER DIAGRAM.
 - 3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM.
 - WIRE OR CABLE SHALL BE MINIMUM 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
 - ADJUST STAKING, STRAPS AND GUY WIRES ANNUALLY.
 - TREATED WOOD POST PREFERRED. METAL T STAKES WITH PLASTIC SAFETY CAPS ACCEPTABLE WITH APPROVAL FROM OWNER.



- GALVANIZED WIRE
- PLACE MINIMUM 1/2" PVC PIPE AROUND EACH WIRE, EXPOSED WIRE SHALL BE MAXIMUM 2" EACH SIDE
- INSTALL STAKING PER SPECIFICATIONS
- PLANT TREE SO THAT FIRST ORDER MAJOR ROOT IS 1'-2" ABOVE FINAL GRADE
- 2'-0" RADIUS MULCH RING, CENTERED ON TRUNK, 3" DEPTH, ON TOP OF WEED FABRIC, DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK, FINISHED GRADE REFERENCES TOP OF MULCH
- 1:1 SLOPE ON SIDES OF PLANTING HOLE
- REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM THE ENTIRE ROOTBALL AND TRUNK
- GROMMETED NYLON STRAPS
- 4-6" HIGH WATER SAUCER IN NON-TURF AREAS
- BACKFILL AROUND ROOTBALL WITH PLANT MIX, PLANT MIX SHALL CONSIST OF EQUAL PARTS TOPSOIL, COMPOST, EXCAVATED SOIL, PLUS MYCORRHIZAL INOCULANT PER SPECIFICATIONS
- PLACE SOIL AROUND ROOT BALL FIRMLY, DO NOT COMPACT OR TAMP, SETTLE SOIL WITH WATER TO FILL ALL AIR POCKETS
- PLACE ROOT BALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT

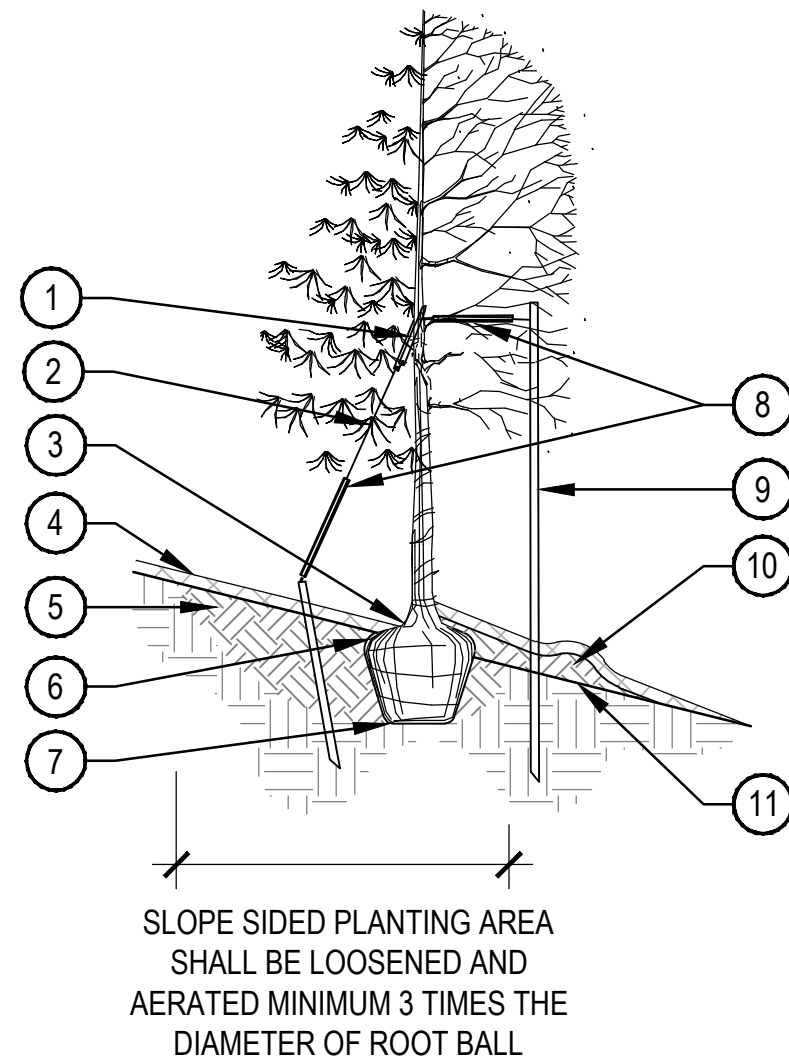
1 TREE PLANTING DETAIL

SCALE: 3/16" = 1'-0"

- NOTES:
- EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND LESS THAN THE DISTANCE FROM THE TOP MOST ROOT AND THE BOTTOM OF THE ROOT BALL. THE PLANTING AREA SHALL BE LOOSENED AND AERATED AT LEAST THREE TO FIVE TIMES THE DIAMETER OF THE ROOT BALL. REFERENCE TREE PLANTING DETAIL FOR BACKFILL NOTES.
 - TREES SHALL BE PLANTED WITH THE TOP MOST ROOT IN THE ROOT BALL 3" TO 5" HIGHER THAN THE FINISHED LANDSCAPE GRADE. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED.
 - FORM SOIL INTO A 3" TO 5" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN IRRIGATED TURF AREAS. APPLY 3" TO 4" DEPTH OF SPECIFIED MULCH INSIDE WATERING RING.

- PRUNING NOTES:
- ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
 - DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

- STAKING NOTES:
- STAKE TREES PER DIAGRAM. AFTER A MINIMUM OF (3) THREE YEARS CONFIRM TREE IS ESTABLISHED. CHECK FOR ROOTBALL STABILITY. APPLY HAND PRESSURE TO TRUNK OF TREE, WHEN ROOTBALL DOES NOT MOVE, REMOVE STAKING.
 - 2" CALIPER SIZE AND UNDER DECIDUOUS AND ASPEN TREES - MINIMUM 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE (OR PREVAILING WIND SIDE AND 180° FROM THAT SIDE).
 - EVERGREEN TREES - 3 STAKES PER DIAGRAM.
 - 3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM.
 - WIRE OR CABLE SHALL BE MINIMUM 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
 - ADJUST STAKING, STRAPS AND GUY WIRES ANNUALLY.
 - USE GUY ASSEMBLIES FOR EVERGREENS AND TREES OVER 3" CALIPER. ALL WIRE TO BE MINIMUM 12 GAUGE GALVANIZED.

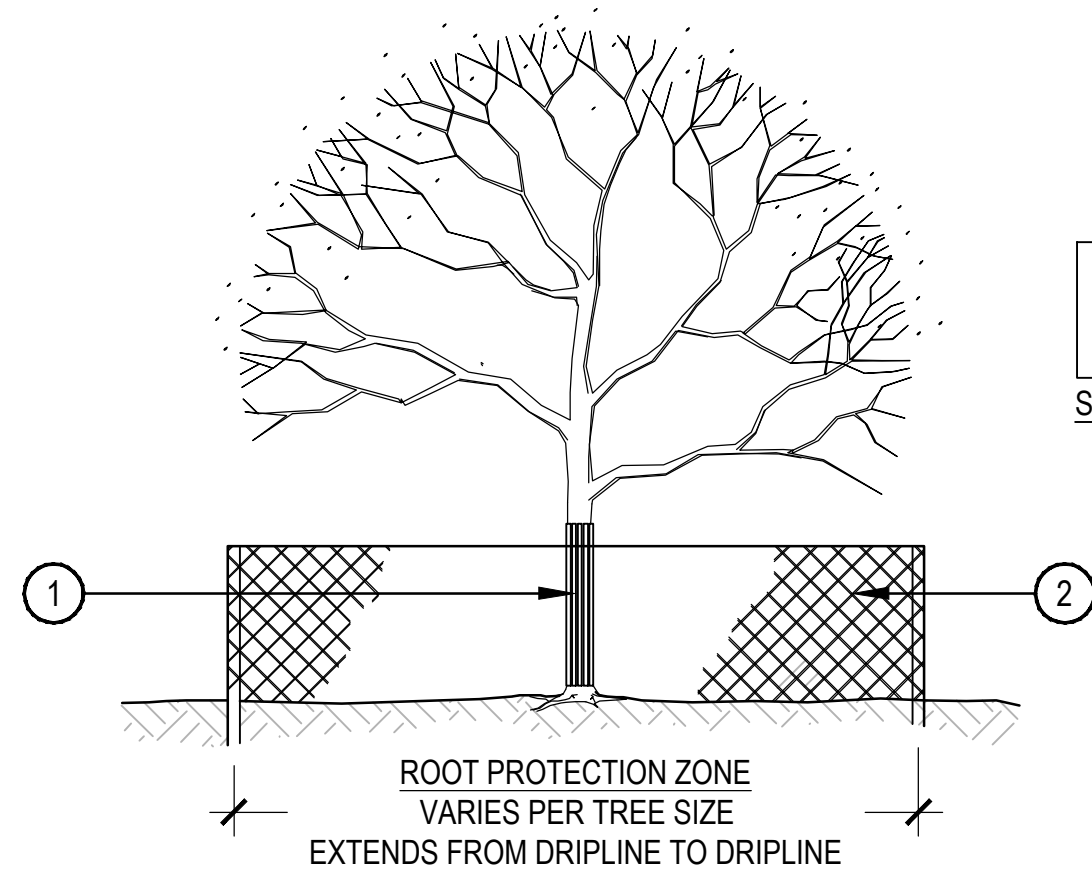


- GROMMETED NYLON STRAP
- GALVANIZED WIRE
- TOP MOST ROOT IN ROOTBALL: 1'-2" ABOVE EXISTING GRADE, UPHILL SIDE
- 2-4" OF ORGANIC MULCH APPLIED OVER PLANTING AREA AND AWAY FROM THE TRUNK, REFER TO MATERIAL SCHEDULE, FINISHED GRADE REFERENCES TOP OF MULCH
- BACKFILL WITH PLANT MIX, PLANT MIX SHALL CONSIST OF EQUAL PARTS TOPSOIL, COMPOST, EXCAVATED SOIL, PLUS MYCORRHIZAL INOCULANT PER SPECIFICATIONS, WATER THOROUGHLY WHEN BACKFILLING
- REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM ENTIRE ROOTBALL AND TRUNK
- PLACE ROOTBALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT, IF SOIL HAS BEEN IMPORTED, PROVIDE MODERATE FOOT PACKING OF SOIL DIRECTLY UNDER LOCATION OF ROOTBALL
- 24" X 3/4" P.V.C. MARKERS (TYPICAL) OVER WIRES
- TREATED WOOD POST, OR METAL T STAKE WITH CAP, WITH GROMMETED NYLON STRAPS, USE 2 GUY WIRES
- UNAMENDED TOPSOIL ADDED TO EXISTING GRADE ON DOWN HILL SIDE, REFER TO SPECIFICATIONS
- EXISTING GRADE

2 TREE PLANTING ON SLOPE

SCALE: 1/4" = 1'-0"

- NOTES:
- TREES TO BE PROTECTED AND PRESERVED SHALL BE IDENTIFIED ON THE TRUNK WITH WHITE SURVEY TAPE. GROUPING OF MORE THAN ONE TREE MAY OCCUR.
 - TO PREVENT ROOT SMOTHERING, SOIL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE PLACED OR STORED WITHIN THE DRIP LINE OR WITHIN 15 FEET OF A TREE TRUNK, WHICHEVER IS GREATER.
 - FENCING MATERIAL SHALL BE SET AT THE DRIP LINE OR 15 FEET FROM TREE TRUNK, WHICHEVER IS GREATER, AND MAINTAINED IN AN UPRIGHT POSITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
 - FENCING MATERIAL SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT. TREE ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE.
 - WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. ROOTS SHALL BE CUT NO MORE THAN 1/3 OF THE RADIUS FROM DRIPLINE TO TRUNK. WHENEVER POSSIBLE, ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, DURING DORMANCY PERIOD. ROOT STIMULATOR SHALL BE APPLIED TO CUT ROOTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST. WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR.
 - WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, DURING DORMANCY PERIOD. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST. WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR.
 - ANY GRADE CHANGES (SUCH AS THE REMOVAL OF TOPSOIL OR ADDITION OF FILL MATERIAL) WITHIN THE DRIP LINE SHOULD BE AVOIDED FOR EXISTING TREES TO REMAIN. RETAINING WALLS AND TREE WELLS ARE ACCEPTABLE ONLY WHEN CONSTRUCTED PRIOR TO GRADE CHANGE.



- TRUNK PROTECTION - 1" BOARDS NO LESS THAN 5' LONG OR TO REACH FIRST SCAFFOLD BRANCH. WIRE TO HOLD BOARDS IN PLACE, NO NAILS PERMITTED. INCLUDE WRAPPING OF BURLAP UNDER BOARDS.
- BRANCH PROTECTION - PROTECT LOWER BRANCHES OF TREE CANOPY. PROVIDE CONSTRUCTION FENCING OR EQUAL AT DRIPLINE MINIMUM.
- PLACE SIGNS EVERY 50', PLACE SIGNS WHERE VISIBLE, ATTACH TO FENCING.

3 TREE PROTECTION

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

PARCEL 5
BRECKENRIDGE, CO

OWNER:
BRECKENRIDGE
GRAND VACATIONS

100 S. MAIN STREET
PO BOX 6879
BRECKENRIDGE, CO 80498

NOT FOR
CONSTRUCTION

DATE:
3-4-2025
CLASS B SUB 01

SHEET TITLE:

PLANTING
DETAILS

LP-501

Existing Conditions – Site Photos



In cul-de-sac looking west.



In cul-de-sac looking west.



Off-site on ski area looking northeast.



Off-site on ski area panorama west.



Off-site on ski area looking south/uphill.



Off-site on ski area looking north/downhill.



On existing maintenance road looking east.

Presented to:
Breckenridge Grand Vacations
Chris Noraka
Director of Construction
1627 Ski Hill Road, PO Box 568
Breckenridge, CO 80424
970-418-3230
cnoraka@breckenridgeGrandVacations.com

Presented by:
Tetra Tech
719 F Ten Mile Drive, PO Box 1906
Frisco, CO 80443
970-423-3420

Final Drainage Report Parcel 5

Tract C, Peak 8 Subdivision, Four O'Clock Run Road, Breckenridge
Colorado
April 21, 2025



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Appendix A: Figures

- Appendix A-1: Vicinity Map
- Appendix A-2: Drainage Basin Plan (Historic and Proposed)

Appendix B: Site Data

- Appendix B-1: FEMA FIRM Map
- Appendix B-3: NRCS Soil Survey Report

Appendix C: Hydraulic Calculations

- Appendix C-1: Historic and Proposed Runoff Calculations

1.0 INTRODUCTION

The purpose of this report is to present the final storm drainage improvement design and supporting calculations for the Parcel 5 project in the Town of Breckenridge, Colorado. The subdivision of Parcel 5 includes two new lots for single family homes. This report examines the historic flow patterns of off-site and on-site drainage basins and proposed stormwater facilities designed to mitigate downstream impacts. The content of this report has been prepared in accordance with the Town of Breckenridge Stormwater Standards and the Urban Drainage Criteria Manual (UDCM).

2.0 GENERAL LOCATION AND DESCRIPTION

2.1 LOCATION AND EXISTING CONDITIONS

The project is located southeast of the One Ski Hill Place hotel in Breckenridge, Colorado as shown on the Vicinity Map in **Appendix A-1**. Proposed development will occur at the end of 4 O'clock Run Road within Parcel 5. The project is in a part of the Peak 8 Subdivision, Filing No. 1 Town of Breckenridge, County of Summit, CO. Existing land use includes a gravel access driveway from the subdivision to the ski resort.

2.2 PROPOSED DEVELOPMENT

The proposed project will involve re-aligning the existing gravel driveway to subdivide the parcel into two single family lots – Lot 1 and Lot 2. This analysis of the proposed development is for the access driveway and subdivision only. Additional measures for drainage and water quality will be required during the construction of the houses on each lot as outlined in this memorandum.

3.0 DRAINAGE BASINS AND SUBBASINS

3.1 MAJOR BASIN DESCRIPTION

This project falls within the Blue River Basin. The Blue River runs for about sixty-five miles between southern Summit County and the Colorado River. The headwaters begin near Mount Quandary in the Ten Mile Range, and the river terminates at the Colorado River confluence.

3.2 HISTORIC DRAINAGE PATTERNS

The project site generally slopes from the south to north along a terrain of approximately fifteen percent (15%). An existing ditch conveys runoff from the south and west through the project site and continuing into the roadside ditch along 4 O'clock Run Road. Flows from the northern part of the project site, including the gravel driveway, sheet flow north offsite to Tract C and Lot 4 of the Peak 8 Subdivision. **Appendix A-2** includes an Existing Drainage Basin Plan that delineates the existing drainage basins. Rational Method was used to calculate Historic Peak Flow rates for the minor and major storm as shown in **Appendix C-1**.

As shown in the FEMA FIRM Map in **Appendix B-1**, the project is located in Zone X, indicating minimal flood hazard.

4.0 DRAINAGE DESIGN CRITERIA

4.1 CRITERIA

This report has been prepared in compliance with the current Town of Breckenridge Stormwater Standards and Mile High Flood District (MHFD) Guidelines.

Design considerations for the Drainage Basin Plan included the following:

Hydrologic Modeling: The proposed drainage system has been developed for minor (10-year) and major (100-year) storm events. Rainfall intensities of 0.94 in for the 10-year storm and 1.76 in for the 100-year storm were used in accordance with Table 6.1 of the Town standards.

Time of Concentration: Time of concentration calculation were performed using the methods outlined in the Town standards and consider specific flow conditions on the site. These calculations account for sheet flow, concentrated flow, and channel flow across both impervious and pervious surfaces. The time of concentration is computed for each basin and adheres to the minimum requirement of 10-minutes for rural areas specified in the Town standards. **Appendix C-1** provides time of concentration calculations for each basin.

Runoff Coefficients: Site specific runoff coefficients were determined using the Natural Resources Conservation Service (NRCS) mapping information, found in **Appendix B-2**. Soil mapping indicated predominately Group C Hydrologic Soils.

Rational Method Application: The Rational Method was used for calculating peak discharge rates, incorporating site-specific hydrologic parameters. Historic and proposed flow rates are provided in **Appendix C-1**.

Detention Facility Design: The increase in impervious area for the project is less than 0.1 acres, or 4,360 square feet, and is therefore exempt from detention based on the Town of Breckenridge Engineering Standards.

While the future single-family homes are not part of this drainage report, two potential detention pond locations have been identified to support future runoff from the homes. The developer of each single-family home will be required to construct on-site detention ponds sized for the runoff volume needed for each home. Alternatively, the developer may implement low impact developed (LID) strategies consistent with the Urban Storm Drainage criteria Manual to qualify for exemptions with the Town of Breckenridge Standards. Supporting analysis and certification by a professional engineer that exclusion from the detention requirement will not cause any adverse downstream impacts must be submitted to the Town Engineer for consideration if an exemption is requested. An exemption to provide detention issued by the Town does not eliminate potential liability to others.

5.0 DRAINAGE FACILITY DESIGN

5.1 GENERAL CONCEPT

The proposed drainage system for the shared driveway re-alignment will convey stormwater in a similar pattern to existing flow paths. This project does include grading of the existing swale in Trygve's ski trail to better define the offsite ditch, west of the proposed development, to provide a better-defined path of conveyance for runoff to the northwest.

The two proposed lots will generally sheet flow north, with Lot 2 runoff being captured in a roadside ditch and conveyed east to existing drainage infrastructure. The subdivision of the two lots adds 500 square feet of new shared driveway. The two subdivided lots are defined as Basin A (Lot 2) and Basin B (Lot 1) shown as shown in the drainage basin plan in **Appendix A-2**.

Per Town of Breckenridge Engineering Standards Section 6.9.1, this project will not increase the impervious area by more than 0.1 acres allowing it to be exempt from detention requirements.

5.2 PROPOSED STORMWATER IMPROVEMENTS

Offsite runoff will be conveyed along the west of the proposed development and sheet flow across the gravel driveway, north and offsite.

Basin A's drainage area includes a portion of offsite flows and flow within Lot 2 as identified on the drainage basin plan in **Appendix A-2**. The flows within Lot 2 will sheet flow north and be captured by a roadside ditch. Offsite flows are captured along a ditch to the west of Lot 2 and conveyed north until the ditch converges with the proposed roadside ditch and routed to the north.

Basin B's drainage area includes a portion of offsite flows, flows from the proposed shared driveway and flows within Lot 1 as identified on the drainage basin plan in **Appendix A-2**. These flows will continue to sheet flow north and offsite.

When both single-family lots are developed, detention or low impact development principals will be required to prevent any impacts to downstream properties. Lot 1 and Lot 2 will be required to construct an estimated 1,350 cubic foot and 1,000 cubic foot detention ponds respectively to meet the detention required as outlined in the Town of Breckenridge Engineering Standards. The current design and subdivision of this parcel is not increasing the impervious area over 0.1 acres so is exempted from detention.

5.3 PERMANENT WATER QUALITY

The subdivision of Parcel 5 will not increase impervious area by more than 0.1 acres and therefore does not require permanent water quality improvements.

When both single-family lots are developed water quality may be required to treat the additional impervious surfaces. The developer of each single-family home will be required to provide water quality practices through detention ponds or can implement Low Impact Development (LID) principals.

Detention ponds have been identified onsite to allow for water quality capture volumes. Should the developer implement LID principals, the development will focus on a reduction of unnecessary impervious areas and water conveyance over permeable areas to slow runoff and promote onsite storage and infiltration.

It will be the developer's responsibility to ensure that all Town of Breckenridge Engineering Standards are met for the future development of the single-family lots.

5.4 SNOW STORAGE

Snow storage areas are provided adjacent to the shared driveway. 2,689 square feet of snow storage is identified on the landscape plans by Norris Design.

6.0 DRAINAGE INFRASTRUCTURE MAINTENANCE

It will be the developer's responsibility to provide an outline for satisfactory operation and maintenance of on-site drainage components. The developer will need to ensure that the Town of Breckenridge Engineering Standards and Mile High Flood District and MHFD UDSCM are being followed in reference to maintenance recommendations.

Detention and water quality structures will require regular inspection and maintenance. Should a detention pond be built with the future single-family homes, an Ownership and Maintenance (O&M) Plan must be developed and submitted for each lot.

7.0 CONCLUSION

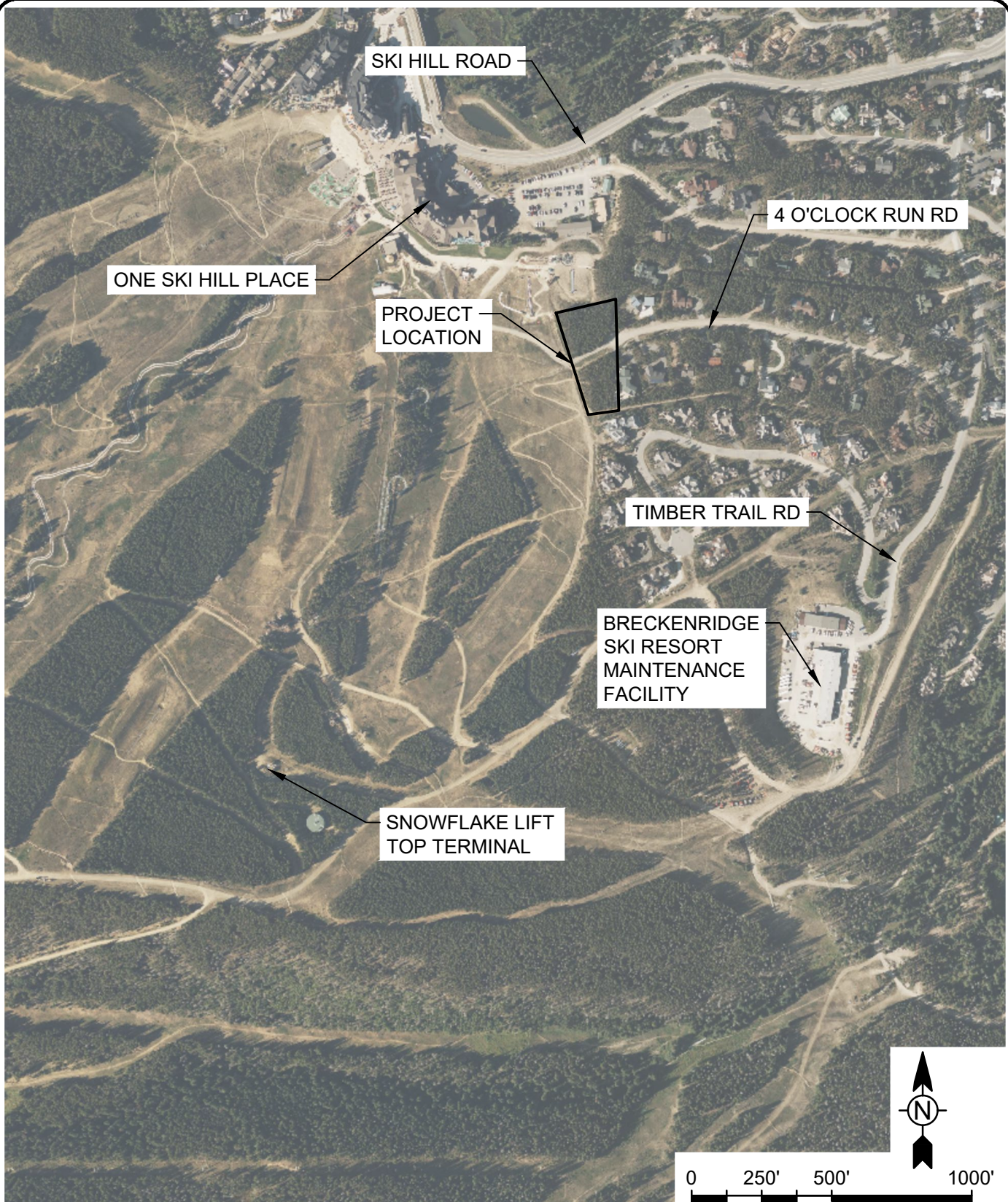
This Drainage memorandum provides an analysis and framework for the design of drainage-related facilities for the Parcel 5 project. This memorandum and analysis demonstrate compliance with the Town of Breckenridge and MHFD drainage criteria for impacts under 0.1 acres.

8.0 REFERENCES

1. Soil Survey of Breckenridge, Colorado, U.S. Department of Agriculture, Soil Conservation Service, November 1974 (USDA, 1974)
2. Mile High Flood District, Urban Storm Drainage Criteria Manual, Volumes 1, 2, and 3, 2024 (MHFD, 2024)
3. Town Of Breckenridge Engineering Standards (2024)

**APPENDIX A-1:
VICINITY MAP**

10/21/2024 5:16:01 PM - O:\PROJECTS\BRECKENRIDGE\325517\200-325517-21001\CAD\SHEETFILES\PARCEL 5\DRAINAGE\VICINITY MAP.DWG - ROSE, ARDEN



0 250' 500' 1000'
SCALE: 1" = 500'



TETRA TECH

www.tetrattech.com

719 F TEN MILE DRIVE, PO BOX 1906
FRISCO, CO 80443
TEL: 970-423-3420

Breckenridge Grand Vacations

Parcel 5

VICINITY MAP

PROJ: 200-325517-21001

DATE: OCTOBER 2024

DESN: ACR

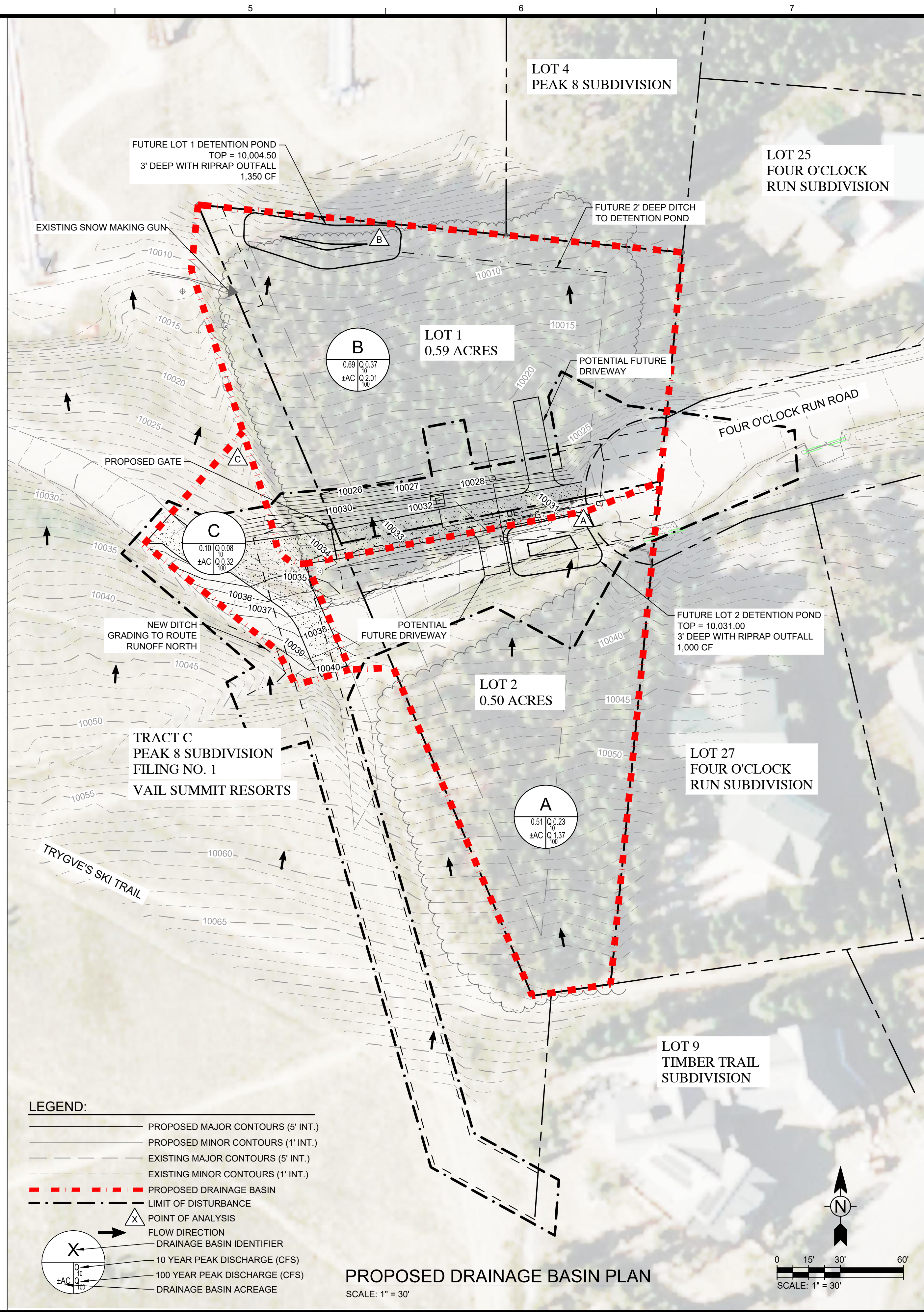
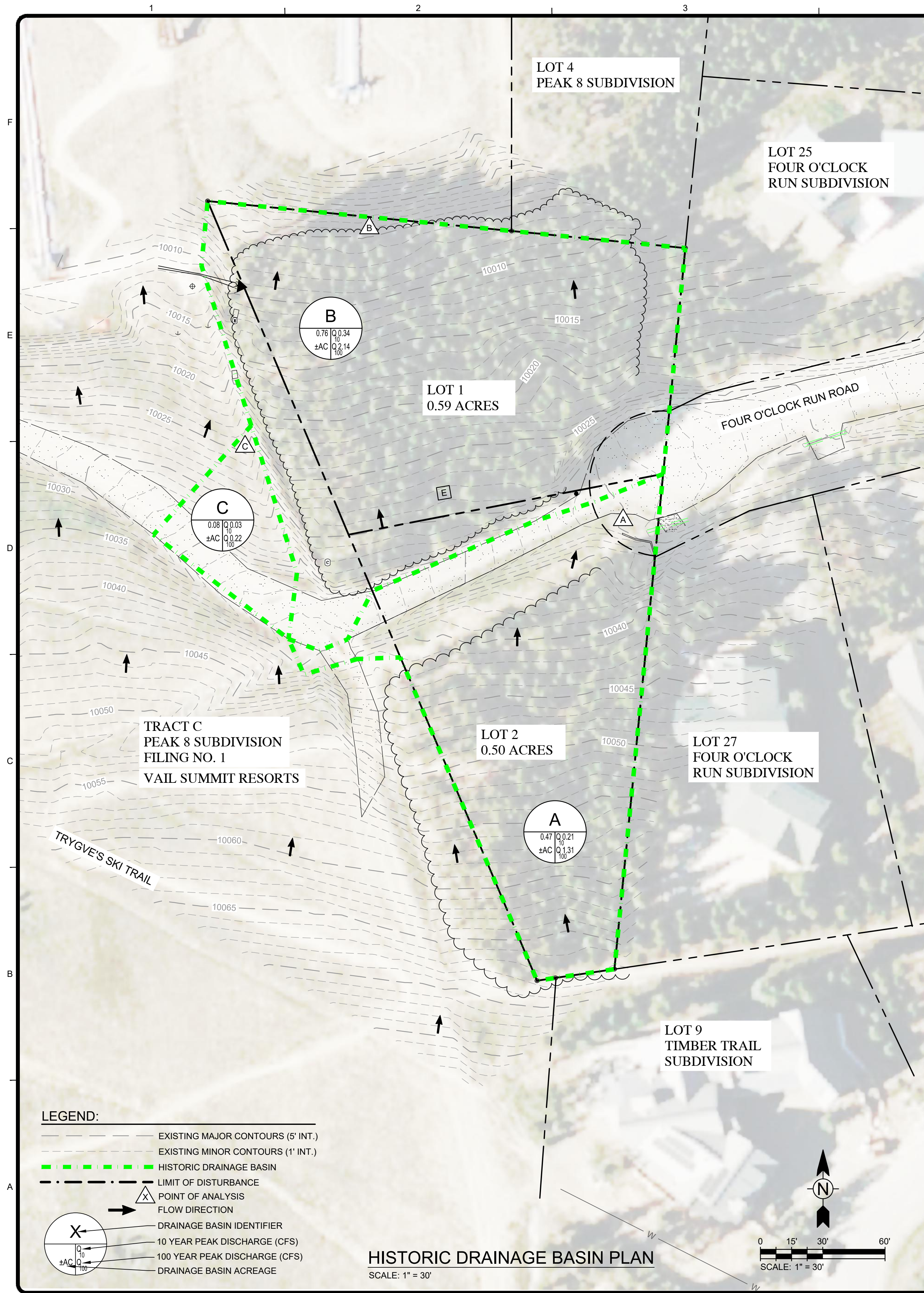
A-1

Bar Measures 1 inch

Copyright: Tetra Tech

**APPENDIX A-2:
HISTORIC AND PROPOSED
DRAINAGE BASIN PLAN**

4/17/2025 2:44:55 PM - O:\PROJECTS\BRECKENRIDGE\325517\21001\CADD\SHSHEETFILES\PARCEL 5\EX A PROPOSED DRAINAGE BASIN PLAN.DWG - ROSE, ARDEN



TETRA TECH www.tetratech.com 719 F TEN MILE DRIVE, PO BOX 1906 FRISCO, CO 80443 (970) 423-3420		BY			
		DATE		02/27/25	
BRECKENRIDGE GRAND VACATIONS PARCEL 5 DRAINAGE BASIN PLAN		DESCRIPTION		CLASS B SUBDIVISION SUBMITTAL	
		MARK			
PROJ: 200-325517-21001		DESN: CDD			
DRWN: ACR		CHKD: CDD			
EX A-2					

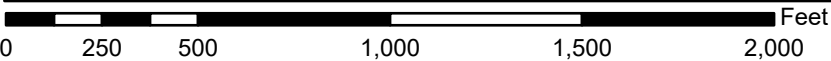
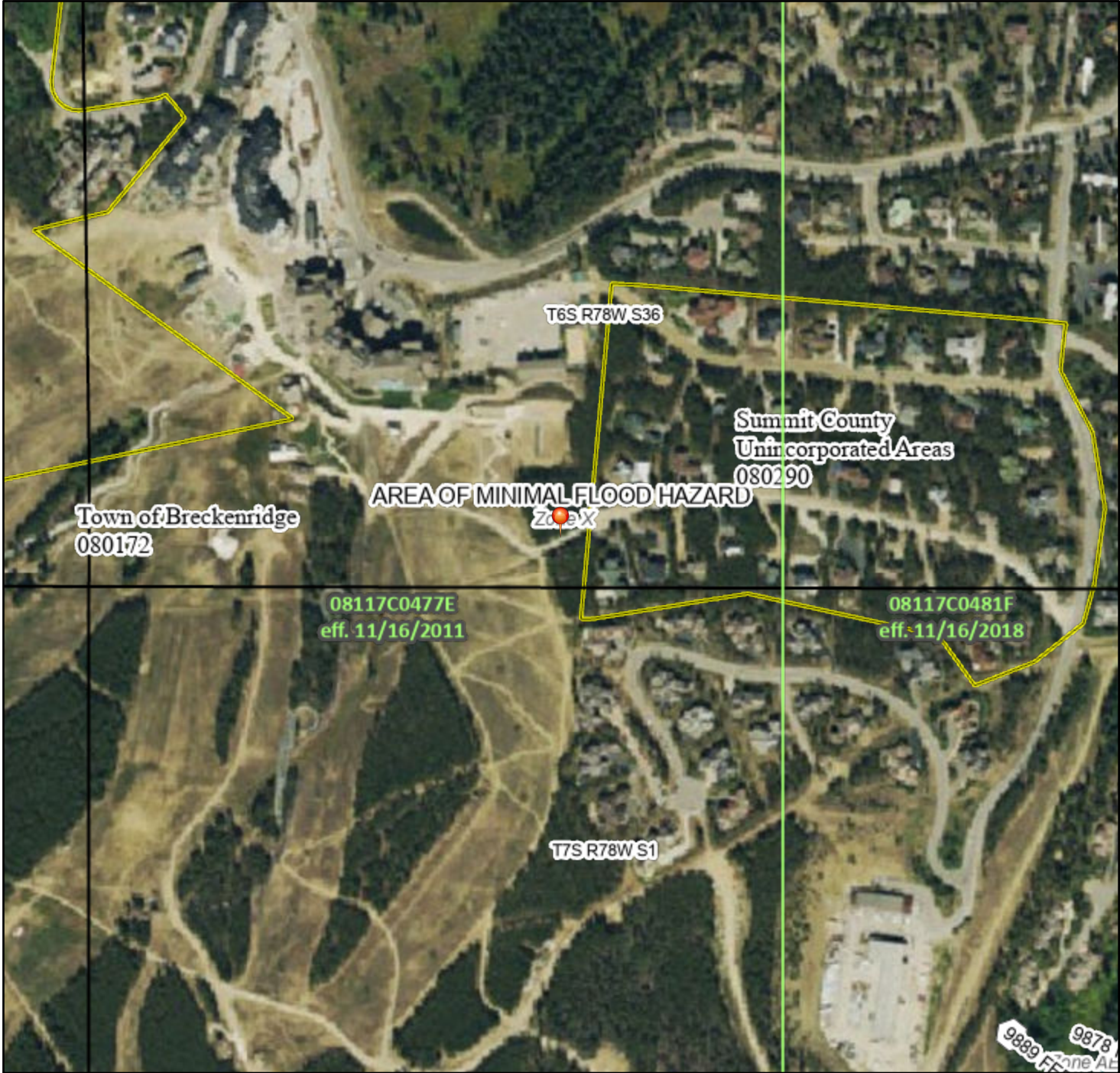
Copyright: Tetra Tech

**APPENDIX B-1:
FEMA FIRM MAP**

National Flood Hazard Layer FIRMMette



106°4'11"W 39°28'58"N



1:6,000

106°3'34"W 39°28'30"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **10/17/2024 at 11:54 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

APPENDIX B-2:
NRCS SITE SOIL SURVEY REPORT



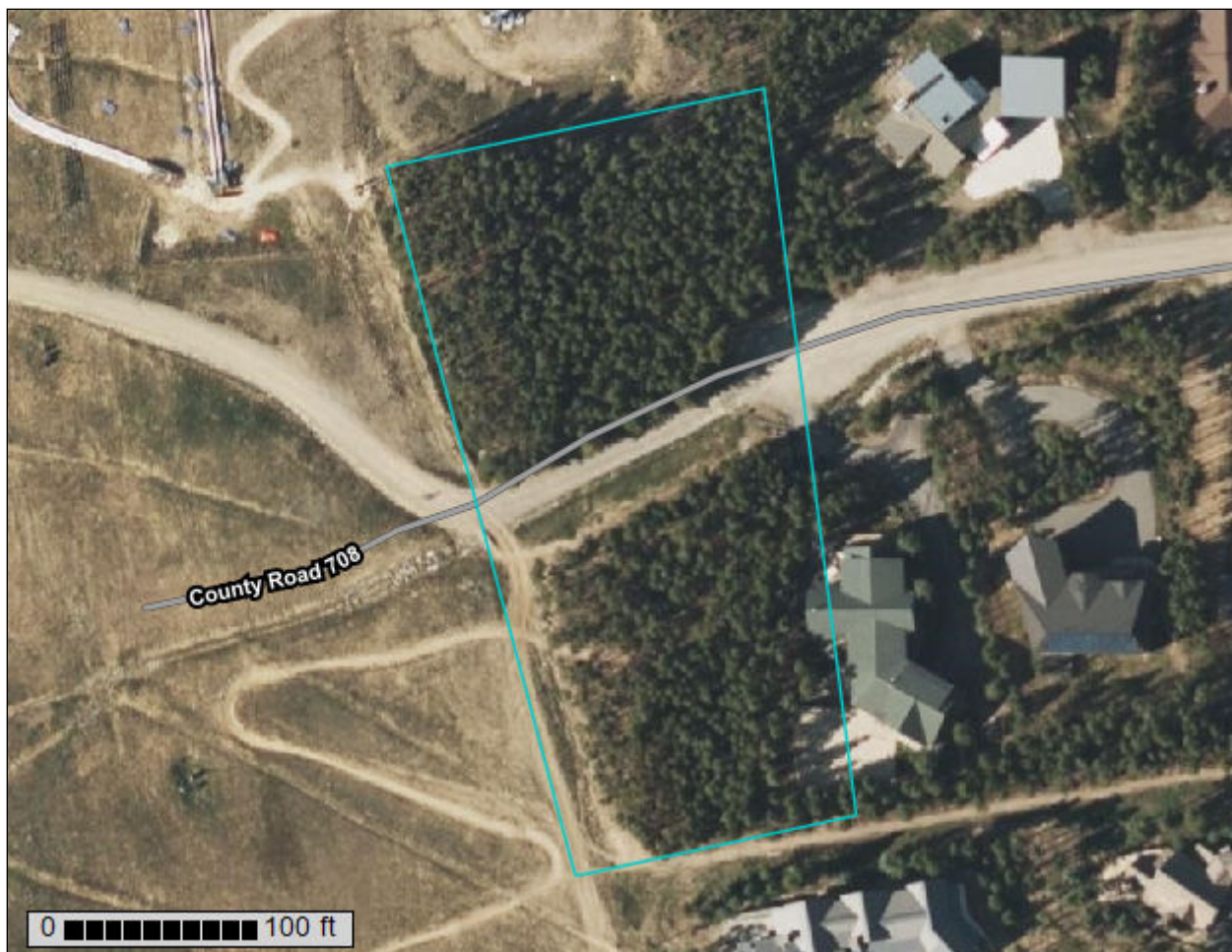
United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Holy Cross Area, Colorado, Parts of Eagle, Garfield, Mesa, Pitkin, and Summit Counties



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Holy Cross Area, Colorado, Parts of Eagle, Garfield, Mesa, Pitkin, and Summit Counties
Survey Area Data: Version 7, Sep 6, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 5, 2021—Sep 7, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
290B	Leighcan family, till substratum, 5 to 40 percent slopes	1.5	100.0%
Totals for Area of Interest		1.5	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Holy Cross Area, Colorado, Parts of Eagle, Garfield, Mesa, Pitkin, and Summit Counties

290B—Leighcan family, till substratum, 5 to 40 percent slopes

Map Unit Setting

National map unit symbol: 1jh9s
Elevation: 8,990 to 11,610 feet
Mean annual precipitation: 25 to 40 inches
Mean annual air temperature: 32 to 36 degrees F
Frost-free period: 30 to 50 days
Farmland classification: Not prime farmland

Map Unit Composition

Leighcan family, till substratum, and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Leighcan Family, Till Substratum

Setting

Landform: Moraines
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Glacial till derived from igneous and sedimentary rock

Typical profile

Oi - 0 to 2 inches: slightly decomposed plant material
A - 2 to 4 inches: very cobbly silt loam
E - 4 to 9 inches: very cobbly loamy coarse sand
EB - 9 to 16 inches: very cobbly sandy loam
Bw - 16 to 26 inches: extremely stony sandy loam
BCd - 26 to 33 inches: extremely cobbly sandy loam
Cd - 33 to 72 inches: extremely cobbly sandy loam

Properties and qualities

Slope: 5 to 40 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat excessively drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.07 to 0.21 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): 7s
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: C
Ecological site: F048AY912CO - Lodgepole Pine
Other vegetative classification: Lodgepole pine/myrtle whortleberry (PICO/VAMY2) (C0909)
Hydric soil rating: No

References

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**APPENDIX C-1:
HISTORIC AND PROPOSED
RUNOFF CALCULATIONS**

PARCEL 5

Historic Runoff Calculations

Basin	Basin Area (acres)					Basin Imperviousness					Runoff Coefficients, c				Tc**	Rainfall Intensity I (in/hr)				Basin Flows Q (cfs)				POA
	Area	Soil Type A	Soil Type B	Soil Type C	Soil Type D	Gravel Road (ac)	Roof/Tank (ac)	Asphalt (ac)	Undeveloped (ac)	I %	2 Yr	5 Yr	10 Yr	100 Yr	(min)	2 Yr	5 Yr	10 Yr	100 Yr	2 Yr	5 Yr	10 Yr	100 Yr	
A	0.47	0.00	0.00	0.47	0.00	0.00	0.00	0.00	0.47	2.00	0.01	0.05	0.15	0.49	10.29	1.75	2.41	3.02	5.65	0.01	0.06	0.21	1.31	A
B	0.76	0.00	0.00	0.76	0.00	0.00	0.00	0.00	0.76	2.00	0.01	0.05	0.15	0.49	10.00	1.78	2.44	3.06	5.73	0.01	0.10	0.34	2.14	B
C	0.08	0.00	0.00	0.08	0.00	0.00	0.00	0.00	0.08	2.00	0.01	0.05	0.15	0.49	10.00	1.78	2.44	3.06	5.73	0.00	0.01	0.03	0.22	C

Developed Runoff Calculations

Basin	Basin Area (acres)					Basin Imperviousness					Runoff Coefficients, c				Tc**	Rainfall Intensity I (in/hr)				Basin Flows Q (cfs)				POA
	Area	Soil Type A	Soil Type B	Soil Type C	Soil Type D	Gravel Road (ac)	Roof/Tank (ac)	Asphalt (ac)	Undeveloped (ac)	I %	2 Yr	5 Yr	10 Yr	100 Yr	(min)	2 Yr	5 Yr	10 Yr	100 Yr	2 Yr	5 Yr	10 Yr	100 Yr	
A	0.51	0.00	0.00	0.51	0.00	0.01	0.00	0.00	0.50	2.75	0.02	0.06	0.15	0.50	11.25	1.67	2.30	2.88	5.40	0.01	0.07	0.23	1.37	A
B	0.69	0.00	0.00	0.69	0.00	0.07	0.00	0.00	0.62	6.05	0.04	0.08	0.18	0.51	10.00	1.78	2.44	3.06	5.73	0.04	0.14	0.37	2.01	B
C	0.10	0.00	0.00	0.10	0.00	0.04	0.00	0.00	0.06	18.64	0.13	0.19	0.27	0.56	10.00	1.78	2.44	3.06	5.73	0.02	0.05	0.08	0.32	C