



Planning Commission Regular Meeting

Tuesday, July 15, 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. 232 MORNING STAR RESIDENCE (EM) 232 MORNING STAR DR; PL-2025-0167
- B. CIRILLO CEDARS TOWNHOME ADDITION (SVC) 505 VILLAGE ROAD UNIT 8R; PL-2025-0171
- C. GASTMAN DUPLEX ADDITION (EM) 18 TIMBER HILL DR; PL-2025-0176

IV. FINAL HEARINGS (5:45PM)

- A. BGV PARCEL 7 ENTRADA EMPLOYEE HOUSING (AB), 11030 STATE HWY 9; PL-2024-0500

V. PRELIMINARY HEARINGS (6:15PM)

- A. BGV PARCEL 6 SECOND RESUBDIVISION PLAT (AB), TBD TIMBER TRAIL ROAD, PL-2025-0148

VI. OTHER MATTERS (6:45PM)

- A. TOWN COUNCIL SUMMARY

VII. ADJOURNMENT (7:00PM)





Breckenridge South

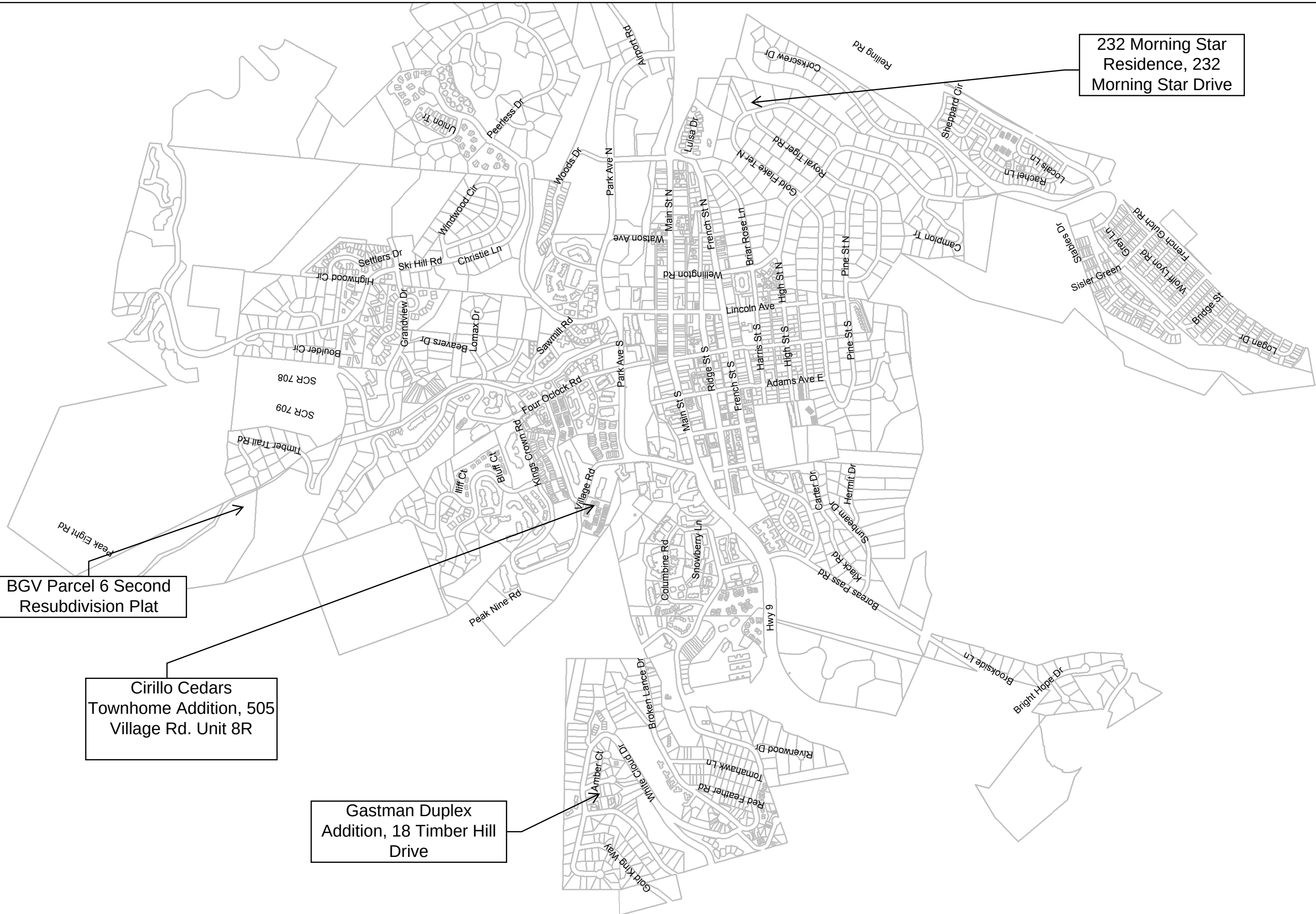


232 Morning Star
Residence, 232
Morning Star Drive

BGV Parcel 6 Second
Resubdivision Plat

Cirillo Cedars
Townhome Addition, 505
Village Rd. Unit 8R

Gastman Duplex
Addition, 18 Timber Hill
Drive



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 June 3, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the June 17, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

WORK SESSIONS:

1. Certified Local Government (CLG) Training

Dr. Lindsey Flewelling, Preservation Planner with History Colorado, presented the structure, requirements, and benefits of the CLG certification.

Mr. Truckey: Is the Barney Ford house on the list for potential State Register listing? (Dr. Flewelling: I am not sure, but I will check into it and can get back to you.)

Ms. Propper: Is federal funding affected? (Dr. Flewelling: 60% of the state office's funding comes through federal funding. The FY 2025 was at the same level as the past two years, but that has not been released to the states yet. In the FY 2026 budget, currently under consideration by Congress, historic preservation has been zeroed out. Colorado is lucky to have grants through the state in addition to federal support.)

CONSENT CALENDAR:

1. BGV Parcel 3 Site Plan Modification (SVC), 355 N. Park Avenue, PL-2025-0116

Ms. Propper made a motion to call up the BGV Parcel 3 Site Plan Modification, seconded by Mr. Giller. The motion passed 7 to 0 and the project was called up.

Mr. Leas: I must disclose that I emailed the Commissioners, in response to staff's email forwarding public comments, stating that the public comments brought up questions that warranted discussion. There was no discussion, I just responded to Ms. Crump's email that went to everyone with a reply all, stating that the email from the property owner was interesting and I was looking forward to discussing it.

Mr. Guerra: Does anyone feel Mr. Leas cannot remain impartial on this issue?

Mr. Smith: I think Mark was saying he was anticipating a robust discussion, and I don't think there are any issues.

Mr. Giller: I think it was inappropriate, and we should try to follow the rules.

Mr. Guerra: I agree with Mr. Giller and my suggestion is that he recuse himself.

Mr. Guerra moved and Mr. Giller seconded a motion to recuse Mr. Leas. The motion was denied 4 to 2, with Mr. Guerra and Mr. Giller voting in the affirmative.

Ms. Crump presented a proposal to modify the previously approved development permit due to Colorado Passenger Tramway Safety Board (CPTSB) revision requests. The proposal includes shifting the location of three of the duplex structures, reconfiguration of the private drive, and relocation of supporting infrastructure and elements such as retaining walls, trash enclosure, guest parking, drainage facilities, detention ponds, and landscaping. The following specific question was asked of the Commission:

1. Does the Commission agree that the modified landscaping plan and tree buffer retention meet the requirements of the development agreement?

Commissioner Comments / Questions:

- Mr. Leas: What are perimeter setbacks? (Ms. Crump: Perimeter setbacks are used for multi-family developments and allow setbacks from the property perimeter and not the individual lots.) Mr. Leas: As long as the density is not exceeded, then structures can be built anywhere within that? (Ms. Crump: As long as they're meeting the perimeter setbacks, the buildings can be placed anywhere as long as density is separately met and building codes are also met.) Mr. Leas: We approved eight buildings and as long as those are within the perimeter setbacks they can be placed wherever. (Ms. Crump: They could, there are other considerations such as the landscaping concept plan in this case. Anywhere within the boundaries of the development and while following the development agreement and the concept plan.)
- Mr. Frechter: The three units on Woods Drive did move slightly. (Ms. Crump: Between the development plan approval and the building permit, the three buildings accessed along Woods Drive were adjusted slightly through that review process. They are now all perpendicular to Woods Drive. The distances between them are very similar to what was approved under the development permit plan.) Mr. Frechter: The actual separation between the buildings is closer to 18-20', not 10'. (Ms. Crump: Correct.) Mr. Frechter: The garage door to ROW looks like at least 22' from a rough measurement. (Ms. Crump: It should be minimum of 23' unless an Engineering waiver was granted to reduce that space.)
- Ms. Propper: It appeared there were more trees along Woods Drive than are now being proposed. (Ms. Crump: The development agreement speaks about the buffer trees along Park Avenue, it does not speak to the buffer trees along Woods Drive. Trees were removed out of the ROW and removed due to defensible space, but there are still some trees proposed along Woods Drive.) Ms. Propper: Can you explain purchasing wetland credits? (Shannon Smith, Town Engineer: Wetlands disturbance was contemplated at a certain acreage, and they were allowed to buy credits rather than build their own wetlands. They basically bought into a wetland mitigation bank, which is more useful than a bunch of small projects.)
- Mr. Leas: Graham Frank's letter stated that he was shocked that the tramway board had rejected their proposal, but I remember bringing up this issue previously. It appears that there is still some incremental encroachment of building 3.3. I'm assuming this is approved but can we understand what an encroachment is and isn't? (Ms. Crump: The letter from the tramway board speaks to the 35' air space easement for the pathway of the gondola cabin. The center line is the pathway of the gondola, so the air easement is approximately 35' centered over that gondola pathway, which is the area the buildings can't be in. Being within the 100' easement somewhat is okay as long as you're not in that 35' airspace. I don't have exact knowledge as to the reasons for why the previous site plan was rejected, but that is what the letter explained from the tramway board.)

Graham Frank (Applicant): We had to get planning approval to go to the tramway board and our understanding was that it would be acceptable according to our consultant who was a

former board member, but it was not. This is what they were comfortable with. That led to us going through this request. We want to keep as many mature trees as possible because it helps us as well. I think we've gotten to the most acceptable plan that accommodates all of the concerns but still offers a good site plan that is still in line with that initial approval. Also, we noticed that up to 12' on existing trees there are no limbs because the willows grow up to that level. The thing that's really providing that screening is all of those willows. We think, as we come back with these 12 – 15' evergreen trees, that will enhance the buffer outside the willows along Park Avenue.

Mr. Leas: I appreciate the information about the trees.

Ms. Gort: Will all the willows be removed? (Mr. Frank: Only some of them. Those to the south of the building area line will remain.)

Public Comment:

Alex Dorotik: I am an attorney representing one of the Woods homeowners. She has asked me to express her misgivings. There were a number of waivers and things accounted for in the original site plan, and now it's changed. The 35' air easement seems to have been an existing requirement and should have been known about. Now these townhomes are right next to each other and that's a much different look than a typical residential neighborhood along a street in Breckenridge. My client takes great issue with what could now be called row houses. She would like this project to start again and fit more with the culture of the existing architectural standards of Breckenridge.

Richard Himmelstein, 675 Peak 6 Trail: I recall this same developer had the same issue at Grand Colorado 3, so I'm surprised there's an issue again. Losing trees along Park Avenue, you need to reevaluate the drainage in that area now because it changed. The November 14, 2023 plan showed single-car garages and smaller buildings and the present building is two-car garages. I did not object to it before because the buildings had a lot of trees. But now I look at it and they went through having 32 total trees in one area down to 8 because they squeezed the buildings so close together. Either they have to meet the landscaping policy or the conceptual plan in the development agreement, or we'll have an issue.

Mr. Giller: This is an unfortunate circumstance and timing. I believe Mr. Frank when he said that one of his consultants worked on the tram board and I've seen design changes on projects. I think most of what I was looking for was covered. I think we would have approved this project as is had it been brought to us this way originally and I see no reason to change it now.

Mr. Leas: It meets the requirements.

Ms. Propper: Yes.

Mr. Smith: Yes.

Ms. Gort: Yes.

Mr. Frechter: Yes. I agree with Mr. Giller. I think this is a better result. A lot of the lodge pole pines on the site are leggy and wonder how much more life they have anyway. This is denser and takes up less space overall since it's denser and closer together. The people most impacted by this will be the eventual owners buying buildings that are closer together.

Mr. Guerra: It's unfortunate that this is before us again but as Mr. Giller said we would have passed this originally. I want to reiterate that the new trees, height and number of trees, is a plus.

Ms. Propper made a motion to approve the BGV Parcel 3 Site Plan Modification, seconded by Mr. Leas. The motion passed 7 to 0.

2. Payne Residence, 467 Hamilton Court, PL-2025-0133
3. Christie Heights Hazardous Fuels Reduction Project (CC), Christie Heights Subdivision, PL-2025-0143

Payne Residence and Christie Heights Hazardous Fuels Reduction projects were not called up and were approved as presented.

OTHER MATTERS:

1. Town Council Summary

Staff indicated there are no applications or items scheduled for the July 1 meeting and suggested cancelling the meeting. Mr. Frechter moved to cancel the July 1st meeting as there are no agenda items. Motion passed 7-0.

ADJOURNMENT:

The meeting was adjourned at 6:46 pm.

Ethan Guerra, Chair



TOWN OF BRECKENRIDGE
COMMUNITY DEVELOPMENT

Class C Major Single Family Development Review Staff Report

Project Title:	232 Morning Star Residence	
Proposal:	Construct a new single family residence with 7,090 square feet of density. The residence will have five (5) bedrooms, five and a half (5.5) bathrooms, and a three vehicle garage.	
PC#:	PL-2025-0167	
Project Manager:	Ellie Muncy, Planner I	
PC Meeting Date:	July 15, 2025	
Preapplication Meeting Date (REQUIRED):	February 25, 2025	Ellie Muncy
Date of Report:	June 25, 2025	
Property Owner:	232 MSTAR LLC	
Agent:	Andy Stabile, Allen Guerra Architecture	
Proposed Use:	Single Family Residence	
Address:	232 Morning Star Drive	
Legal Description:	Lot 8, Block 5, Weisshorn Subdivision #1	
Area of Site in Square Feet:	33,602 sq. ft.	0.77 acres
Existing Site Conditions:	The rectangular lot gradually slopes down to the east with a steeper downward slope to a drainage on the far east side of the lot. The lot does not feature a Building or Disturbance Envelope and is bordered by adjacent residential parcels to the north and east with Morning Star Drive to the south and Royal Tiger Road to the west. The lot features mature tree growth and shrubs with sparser coverage to the west where a previously demolished house once existed. A portion of a concrete foundation structure or retaining wall associated with the previous residence still exists, running southwest to northeast on the lot. There is a 10' utility easement to the north and east.	
Area of building:	Proposed Square Footage	
Lower Level:	2,473 sq. ft.	
Main Level:	2,318 sq. ft.	
Upper Level:	1,297 sq. ft.	
Total Livable:	6,088 sq. ft.	
Garage and Mechanical:	1,002 sq. ft.	
Total Above Ground Density:	6,170 sq. ft.	
Total Density:	7,090 sq. ft.	
Code Policies (Policy #)		
Land Use District (2A/2R):	12	
Total Allowed Density (3A/3R):	Unlimited	Proposed: 7,090 sq. ft.
Allowed Above Ground Density (3/A):	8,000 sq. ft.	Proposed: 6,170 sq. ft.
F.A.R.	1:5.45 FAR	

No. of Main Residence Bedrooms:	5 bedrooms	
No. of Main Residence Bathrooms:	5.5 bathrooms	
Height (6A/6R):	34.9 feet overall	
*Max height of 35' for single family outside Conservation District <u>unless</u> otherwise stated on the recorded plat.		
Ridgeline and Hillside Development (8A):	Staff has considered this policy and find the proposal does not meet the definition of a ridgeline or hillside development and therefore complies with Policy 8.	
Lot Coverage/Open Space (21R):		
Drip line of Building/Non-Permeable Sq. Ft.:	4,425 sq. ft.	13.17%
Hard Surface/Non-Permeable Sq. Ft.:	2,212 sq. ft.	6.58%
Open Space / Permeable:	26,965 sq. ft.	80.25%
Snowstack (13A/13R):		
Required Square Footage:	553 sq. ft.	25% of paved surfaces is required
Proposed Square Footage:	700 sq. ft.	(31.65% of paved surfaces)
Outdoor Heated Space (33A/33R):		
	YES	1000 sq. ft.
Parking (18A/18/R):		
Required:	4 spaces	
Proposed:	5 spaces	
Fireplaces (30A/30R):		
Number of Gas Fired:	2 Gas Fired	
	One (1) interior gas fireplace, One (1) exterior gas fireplace	
No. of EPA Phase II Wood Burning:	None	
Building/Disturbance Envelope?	None	
Site and Environmental Design (7R): Staff has considered this policy and finds the proposal complies with Policy 7.		
Setbacks (9A/9R):	Staff finds the property to have two front setbacks and two side setbacks due to being a corner lot with two street frontages.	
Front:	Relative: 25', Absolute: 15'	26' Proposed: Front Yard Setback
Front:	Relative: 25', Absolute: 15'	26' Proposed: Front Yard Setback
Side:	Relative: 50' combined, Absolute: 40' combined, 15' minimum	39' Proposed: Side Yard Setback
		77' Proposed: Side Yard Setback
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:	See Color/Material Board Metal Roof: STANDING SEAM METAL ROOFING - 'Dark Bronze' Shingle Roof: ASPHALT SHINGLE ROOFING - GAF Timberline HD 'Charcoal' Window: ALUMINUM CLAD WOOD WINDOWS & DOORS - Yawal 'RAL 7016 Matt' Wood Trim: CEDAR - Superdeck 'Cape Blackwood' Siding: 1X4 CEDAR VERTICAL WOOD - 'Hilltop'; 1X8 CEDAR HORIZONTAL WOOD - 'Uptown' Stone Veneer: REAL STONES - Gallegos 'Northstar' Fascia: CEDAR - Superdeck 'Cape Blackwood' Metal Accent Beams: PAINTED STEEL - 'Graphite' Accent: FIBER CEMENT WALL PANEL - Nichiha Smoothboard 'Dark Bronze' Soffits: 1X4 T&G CEDAR - Superdeck 'Cape Blackwood' Garage Doors: Cedar styles and rails wall panels, frosted glass panels	
	The proposed fiber cement material is accompanied with natural material accents on each facade.	
Landscaping (22A/22R): Staff finds that sufficient mature spruce and aspen trees exist to provide screening/buffering from the adjacent streets and neighboring lots. The applicant is proposing additional plantings that will provide buffering from the right-of-way and reinforce the buffering from the adjacent lots.		
Planting Type	Quantity	Size
Aspen	18	(9) 2" caliper, 50% multistem
Bristlecone Pine	4	6' Tall
Colorado Spruce	5	12' Tall
Native Shrubs	14	5 Gallon
Defensible Space (22A):	Complies	
Drainage (27A/27R):	Positive drainage away from the residence is proposed.	
Driveway Slope:	1.00%	
Point Analysis (Sec. 9-1-17-3):	This application has met all Absolute and Relative policies.	
Staff Action:	The project having met all abosolute policies and assigned no points associated with the relative policies, staff approves the 232 Morning Star Residence, PL-2025-0167, Lot 8, Block 5, Weisshorn Subdivision #1, with a passing point analysis of zero points, located at 232 Morning Star Dr, with the attached Findings and Conditions.	
Additional Findings:	None	
Additional Conditions of Approval:	None	

TOWN OF BRECKENRIDGE

232 Morning Star Residence
Lot 8, Block 5, Weisshorn Subdivision #1
232 Morning Star Dr
PL-2025-0167

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 **June 25, 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 **July 15, 2025** as to the nature of the project. In addition to Commission minutes, the audio of the meetings of the Commission are recorded.

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 **January 22, 2027**, 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. 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.
5. 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.

6. 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.
7. Applicant shall field locate utility service lines to avoid existing trees.
8. **An improvement location certificate of the height of the top of the foundation wall, second story plate height, and the final 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.**
9. At no time shall site disturbance extend beyond the limits of the platted building/site disturbance envelope, including building excavation, and access for equipment necessary to construct the residence.
10. All hazardous materials used in construction of the improvements authorized by this permit shall be disposed of properly off site.
11. Each structure which is authorized to be developed pursuant to this permit shall be deemed to be a separate phase of the development. In order for the vested property rights associated with this permit to be extended pursuant to Section 9-1-17-11(D) of the Breckenridge Development Code, substantial construction must be achieved for each structure within the vested right period of this permit.

PRIOR TO ISSUANCE OF BUILDING PERMIT

12. Applicant shall submit proof of ownership of the project site.
13. Applicant shall submit and obtain approval from the Town Engineer of final drainage, grading, utility, and erosion control plans.
14. 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.
15. 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.
16. 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.
17. 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.
1. **Applicant shall submit and obtain approval from the Town of a construction staging plan indicating construction fencing installed at the site work 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. 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.**
19. 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

20. Applicant shall revegetate all disturbed areas with a minimum of 2 inches topsoil, seed and mulch.
21. 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.
22. Applicant shall remove all vegetation and combustible material from under all eaves and decks.
23. Applicant shall create defensible space around all structures as required in Policy 22 (Absolute) Landscaping.
24. 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.
25. Applicant shall screen all utilities.
- 26. 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.**
27. 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.
28. 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.

29. 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.**
30. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.
31. **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.**
32. 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)

ALLEN-GUERRA
ARCHITECTURE

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232 MORNING STAR DRIVE
LOT 8, BLOCK 5, WEISSHORN SUBDIVISION #1
TOWN OF BRECKENRIDGE, COLORADO

COVER SHEET

COVER SHEET

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[illegible]

PROJECT# 2599

S

AFF	ABOVE FINISHED FLOOR	EL OR ELEV	ELEVATION	LAB	LABORATORY	SAN	SANITARY
ACOUS	ACOUSTICAL	ENGR	ENGINEER	LAM	LAMINATE(D)	SECT	SECTION
ADD	ADDENDA, ADDENDUM	EQ	EQUAL	LAV	LAVATORY	SEW	SEWER
ADJ	ADJACENT	EST	ESTIMATE	LIT	LIGHT	SHIT	SHEET
AGGR	AGGREGATE	EXC	EXCAVATE	MFG	MANUFACTURER	SVF	SHEET VINYL FLOORING
ALT	ALTERNATE	EXIST	EXISTING	MATL	MATERIAL	SHVL	SHELV(E5) (ING)
ALUM	ALUMINUM	EJ	EXPANSION JOINT	MO	MASONRY OPENING	SDG	SIDING
APFD	APPROVED	EXT	EXTERIOR	MTL	METAL	SIM	SIMILAR
APPROX	APPROXIMATE	DXP	EXPOSED	MAX	MAXIMUM	SL	SLIDING
ARCH	ARCHITECTURAL	FAB	FABRICATE	MECH	Mechanical	STD	STANDARD
ASAP	AS SOON AS POSSIBLE	FO	FACE OF		CONTRACTOR CLASS	STC	SOUND-TRANSMISSION CLASS
BBR	BASEBOARD RADIATION	FIN	FINISH	MED	MEDIC(INE) (AL)	SPEC	SPECIFICATION
BM	BEAM	FP	FIREPROOF	MIN	MINIMUM	SQ	SQUARE
BKG	BEARING	FPL	FIREPLACE	MISC	MISCELLANEOUS	SF	SQUARE FEET
BFF	BELOW FINISHED FLOOR	FIXT	FIXTURE	NEC	NATIONAL ELECTRIC CODE	SS	STAINLESS STEEL
BET	BETWEEN	FLR	FLOOR	NOM	NOMINAL	STD	STANDARD
BK	BLOCK	FLG	FLOORING	NIC	NOT IN CONTRACT	STL	STEEL
BSMT	BASEMENT	FD	FLOOR DRAIN	NA	NOT APPLICABLE	STRUCT	STRUCTURAL
BTU	BRITISH THERMAL UNIT(S)	FT	FOOT, FEET	NTS	NOT TO SCALE	SUB	SUBSTITUTE
BD	BOARD	FTG	FOOTING	OC	ON CENTER	SUPPL	SUPPLEMENT
BS	BOTH SIDES	FDN	FOUNDATION	OPG	OPENING	S4S	SURFACED FOUR SIDES
BO, BV	BOTTOM OF BUILDING	BURD	BURDEN	ORN	ORNAMENTAL	SUSP	SUSPENDED()
BDG	BUILDING	GAL	GALLON	OPH	OPPOSITE HAND	T	TELEPHONE
CAB	CABINET	GA	GAUGE	OD	OUTSIDE DIAMETER	TV	TELEVISION
CL	CENTER LINE	GALV	GALVANIZED	PBR	PABST BLUE RIBBON	TEMP	TEMPERED
CLG	CEILING	GC	GENERAL CONTRACTOR	PTN	PARTITION	THK	THICK
CER	CERAMIC	GL	GLASS, GLAZED	J	FENNY (NAILS, ETC)	TLT	TOILET
CLGSET	CLOSET	GLB	GLU-LAM BEAM	PERF	PERFORATED()	T&G	TONGUE & GROOVE
CLD	CLOTHES DRYER	GR	GRADE	PERP	PERPENDICULAR	T&B	TOP & BOTTOM
CLW	CLOTHES WASHER	GYP	GYP	PLAST	PLASTER	TO, T/	TOP OF
COL	COLUMN	GWB	GYPSPUM WALLBOARD	PLAS	PLASTIC	TR	TREAD
CONC	CONCRETE	HDW	HARDWARE	PL	PLATE	TR	TYPICAL
CJ	CONSTRUCTION JOINT	HD	HEAD	PLEX	PLEXIGLASS	UG	UNDERGROUND
CONT	CONTINUOUS	HVAC	HEATING, VENTING, AND AIR	FLMB	FLUMBING	UNGL	UNGLAZED
COORD	COORDINATE		CONDITIONING	FLYWD	FLYWOOD	UNFIN	UNFINISHED
CPT	CARPET	HORIZ	HORIZONTAL	PROJ	PROJECT	UNO	UNLESS NOTED OTHERWISE
CTR	COUNTER	HP	HORSEPOWER	PROP	PROPERTY	VIF	VERIFY IN FIELD
C/S	COUNTER SINK	HT	HOSE BIBB	QT	QUARRY TILE	VERT	VERTICAL
CF	CUBIC FEET	HW	HOT WATER HEATER	QTY	QUANTITY	VCT	VITF COMPOSITION TILE
CP	DAMP PROOFING	HT	HEIGHT	R	RADIUS	VOL	VOLUME
DEPT	DEPARTMENT	IBC	INTERNATIONAL BUILDING	RD	ROOF DRAIN	WH	WATER HEATER
DTL	DETAIL		CODE	RM	ROOM	WC	WATER CLOSET
DIA, O /	DIAMETER	INCL	INCLUDE(D) (ING)	RS	ROUGH SAWN	WP	WATERPROOF
DIM	DIMENSION	INFO	INFORMATION	REC	RECESSED	WT	WEIGHT
DISHWASHER		INSP	INSPECTOR, INSPECTION	RCB	RECURRENT COVE BASE	WAF	WALL WIRE FABRIC
DN	DOWN	ID	INSIDE DIAMETER	RW	RETAINING WALL	WF	WIDE FLANGE
DR	DRAIN	INSUL	INSULATION	REFR	REFER OR REFERENCE	WDW	WINDOW
DWG	DRAWING	INT	INTERIOR	REF	REFRIGERATOR	W/	WITH
EA	EACH	IRC	INTERNATIONAL RESIDENTIAL	REINF	REINFORCE(D)	W/O	WITHOUT
EW	EACH WAY		CODE	REBAR	REINFORCING BAR(S)	WD	WOOD
ELECT	ELECTRICAL	JT	JOINT	RESIL	RESILIENT	WKG	WORKING
EG	ELECTRICAL CONTRACTOR	JST	JOIST	REQD	REQUIRED		
		JCT	JUNCTION	R	RISER		
		KWH	KILOWATT HOUR	RO	ROUGH OPENING		

	NEW 87.5 (EXIST 67.1)	SPOT ELEVATION		SETBACK LINE		ROOM NAME	ROOM NUMBER
	TB3	TEST BORING		PROPERTY LINE		WINDOW TYPE	
	T / PLYWD EL = 120'-8"	TOP OF ELEVATION		BREAK LINE		DOOR TYPE	
	NEW CONTOUR			DETAIL NUMBER		INTERIOR ELEVATION(S)	
	EXISTING CONTOUR			SHEET NUMBER		REVISIONS	
	OLD CONTOUR			BUILDING OR WALL SECTION			
	CENTERLINE			SHEET NUMBER			
	HIDDEN LINE (ABOVE) (8')						
	HIDDEN LINE (BELOW) (4')						

EARTH	MASONRY	WOOD	INSULATION
COMPACTED FILL	CONCRETE BLOCK	FINISH	FOAM
POROUS FILL	BRICK	ROUGH/DIMENSION LUMBER	BATT
UNDISTURBED FILL	STONE	BLOCKING	RIGID
ROCK	GLASS BLOCK	OR GLU-LAM	CONCRETE
METAL		PLYWOOD	CAST
STEEL			LIGHTWEIGHT CONCRETE

CONTRACTOR'S RESPONSIBILITIES

1. THE CONTRACTOR SHALL VERIFY THAT THE BUILDING CODE REQUIREMENTS, AS ADOPTED BY THE LOCAL MUNICIPALITY, HAVE BEEN MET. ALL WORK CONTAINED WITHIN THESE DOCUMENTS SHALL COMPLY WITH THE FOLLOWING CODES AND STANDARDS: 2018 IBC, 2018 IRC, 2018 IMC, 2018 IFGC, 2018 IFGC, 2018 IECC, 2017 NEC, AND THE TOWN OF BRECKENRIDGE AMENDMENTS.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS, INSPECTIONS, LICENSES, AND APPROVALS ASSOCIATED WITH THIS PROJECT.
3. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EQUIPMENT SIZES AND LOCATIONS WITH MECHANICAL, PLUMBING ELECTRICAL, AND UTILITY COMPANIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF FIRE MITIGATION REQUIREMENTS WITH THE MUNICIPALITY AND FOREST SERVICE.
5. THE CONTRACTOR MUST VERIFY THE BUILDING LAYOUT WITH THE OWNER AND/OR ARCHITECT PRIOR TO DIGGING THE FOOTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE PLACEMENT OF ALL NEW CONSTRUCTION ON THE SITE.
6. THE CONTRACTOR MUST VERIFY THAT ALL DOORS, WALLS, AND CEILINGS BETWEEN GARAGE AND LIVING SPACES CONFORM TO ALL FIRE AND SAFETY CODES AND REGULATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL FINISH GRADES ON SITE.
8. THE CONTRACTOR MUST VERIFY THAT FIREPLACE AND/OR WOOD STOVE INSTALLATION COMPLIES WITH ALL LOCAL, STATE AND NATIONAL FIRE SAFETY CODES AND REGULATIONS.
9. CONTRACTOR SHALL SUBMIT A LIST OF SUBCONTRACTORS TO THE ARCHITECT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
10. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. THE CONTRACTOR AND HIS/HER SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLETING ALL THE WORK WITHIN THESE DOCUMENTS, UNLESS NOTED OTHERWISE.
12. CONTRACTOR TO PROVIDE SMOKE DETECTORS & CARBON MONOXIDE DETECTORS IN ACCORDANCE WITH LOCAL APPLICABLE CODES.
13. CONTRACTOR TO PROVIDE ALL NECESSARY BLOCKING, BACKING, AND FRAMING FOR LIGHT FIXTURES, ELECTRICAL UNITS, AND EQUIPMENT, RECESSED ITEMS, AND ALL OTHER ITEMS AS REQUIRED.
14. ALL MATERIALS STORED ON THE SITE SHALL BE PROPERLY STACKED AND PROTECTED TO PREVENT DAMAGE AND DETERIORATION. FAILURE TO PROTECT MATERIALS MAY BE CAUSE FOR REJECTION OF WORK.
15. PROVIDE ALL ACCESS PANELS AS REQUIRED BY GOVERNING CODES TO ALL CONCEALED SPACES, VOIDS, ATTICS, ETC. VERIFY TYPE REQUIRED WITH ARCHITECT PRIOR TO INSTALLATION IF NOT NOTED ON PLANS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING THE DRAWINGS AND OBTAINING THE PERMITS FOR THE FIRE SHOP DRAWINGS AND SHOP DRAWINGS AS MEET THE REQUIREMENTS OF ALL APPLICABLE CODES AND ORDINANCES, IF FIRE PROTECTION IS REQUIRED. ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE ARCHITECT.
17. NO PORTION OF THE WORK REQUIRING A SHOP DRAWING OR SAMPLE SUBMISSION SHALL BE COMMENCED UNTIL THE SUBMISSION HAS BEEN REVIEWED BY THE ARCHITECT AND ENGINEER. ALL SUCH PORTIONS OF THE WORK SHALL BE INSTALLED IN ACCORDANCE WITH REVIEWED SHOP DRAWINGS AND SAMPLES.
18. THE CONTRACTOR SHALL CONFINE HIS/HER OPERATIONS ON THE SITE TO AREAS PERMITTED BY THESE DOCUMENTS AND THE PROPERTY OWNERS ASSOCIATION IF APPLICABLE.
19. THE JOB SITE SHALL BE MAINTAINED IN A CLEAN, ORDERLY CONDITION, FREE OF DEBRIS AND LITTER, AND SHALL NOT BE UNREASONABLY ENCUMBERED WITH ANY MATERIALS OR EQUIPMENT. EACH SUB-CONTRACTOR IMMEDIATELY UPON COMPLETION OF EACH PHASE OF HIS/HER WORK SHALL REMOVE ALL TRASH AND DEBRIS AS A RESULT OF HIS/HER OPERATION.
20. THE GENERAL CONTRACTOR AND OWNER ARE RESPONSIBLE FOR RADON TESTING IN THE FIELD & MUST INSTALL ALL NECESSARY EQUIPMENT TO PREVENT RADON BUILD-UP WITHIN THE STRUCTURE.
21. MOISTURE IS THE PREVALENT CAUSE OF MOLD GROWTH. GENERAL CONTRACTORS & SUBCONTRACTORS ARE TO BE PROACTIVE IN THE MITIGATION OF MOISTURE DURING CONSTRUCTION. "TIGHT BUILDING" CONSTRUCTION IS ONE OF THE IMPLICATED CAUSES OF MOLD. ALL ROOFS, CRAWL SPACES, & OTHER UNCONDITIONED SPACES ARE TO BE VENTILATED ADEQUATELY. IF EXCESSIVE MOISTURE IS NOTICED DURING CONSTRUCTION, THE ARCHITECT IS TO BE NOTIFIED IMMEDIATELY. ANY MODIFICATION TO THE PLANS REGARDING MOISTURE CONTROL DURING CONSTRUCTION SHALL BE REVIEWED BY THE ARCHITECT.
22. MECHANICAL, ELECTRICAL AND PLUMBING INSTALLATION SHALL BE DESIGN-BUILD. ALL WORK SHALL COMPLY WITH THE 2018 IRC, 2018 IFGC, 2017 NEC, AND 2018 IMC, AS APPLICABLE.

B. CHANGES TO THE DESIGN

1. CHANGES OR SUBSTITUTIONS TO THE DESIGN OR TO PRODUCTS WHICH WERE SPECIFIED IN THESE DOCUMENTS WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL FROM THE OWNER AND/OR ARCHITECT, AND FROM THE ARCHITECTURAL REVIEW BOARD, IF APPLICABLE.

C. STRUCTURAL CHANGES

1. ANY CHANGES IN THE FIELD TO THE STRUCTURAL PLANS SHALL RELIEVE THE ARCHITECT AND STRUCTURAL ENGINEER OF ANY CONSEQUENCES WHICH MAY ARISE, ANY PROPOSED CHANGES TO THE STRUCTURAL DOCUMENTS MUST BE APPROVED BY THE ARCHITECT AND STRUCTURAL ENGINEER IN WRITING.

1. A TOPOGRAPHIC MAP OF THIS SITE WAS OBTAINED FROM SCHMIDT LAND SURVEYING: DATED 13 DEC, 2019.
2. A GEOTECHNICAL ENGINEERING STUDY HAS NOT BEEN PROVIDED BY THE OWNER.
3. THE CONTRACTOR IS TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO ANY EXCAVATION.
4. ANY EXISTING LANDSCAPING OUTSIDE OF THE LIMIT OF DISTURBANCE AND ANY TREES DESIGNATED TO REMAIN ARE TO BE FLAGGED AND PROTECTED DURING ALL CONSTRUCTION.
5. FINISH GRADE IS TO PROVIDE DRAINAGE AWAY FROM THE FOUNDATION VIA SWALES, DRAINS, ETC., AT ALL LOCATIONS.
6. PROTECT ALL TOPSOIL WHEN EXCAVATING AND REAPPLY TO ALL DISTURBED SOIL AREAS AFTER CONSTRUCTION IS COMPLETE.

C5	COVER SHEET
A0.1	INFORMATION SHEET
A1.1	SITE PLAN
L1.1	LANDSCAPE PLAN
A2.1	LOWER LEVEL FLOOR PLAN
A2.2	MAIN LEVEL FLOOR PLAN
A2.3	LOFT LEVEL FLOOR PLAN
A2.4	ROOF PLAN
A3.1	EXTERIOR ELEVATIONS
A3.2	EXTERIOR ELEVATIONS
A3.3	EXTERIOR ELEVATIONS
A3.4	PERSPECTIVE RENDERINGS
	TOPOGRAPHIC SURVEY

	FINISHED (\$F)	UNFINISHED (\$F)	TOTAL (\$F)
LOFT LEVEL	1,297	0	1,297
MAIN LEVEL	2,318	1,002	3,320
LOWER LEVEL	2,473	0	2,473
TOTAL	6,088	1,002	7,090

TOTAL SITE AREA:	33,602	5F	(0.76 ACRES)
PROPOSED FOOTPRINT WITH DECKS, PATIOS, & OVERHANGS:	4,425	5F	(13.2% OF SITE)
PROPOSED PAVED DRIVEWAY	1,600	5F	(4.8% OF SITE)
PROPOSED UNCOVERED PATIOS & WALKWAYS:	612	5F	(1.8% OF SITE)
PROPOSED TOTAL DRIVEWAY/WALKWAY SNOWSTACK AREA:	700	5F	(3.6% OF PROPOSED DRIVEWAY/PATIO AREAS)
TOTAL OPEN SPACE:	26,965	5F	(80.2% OF TOTAL SITE AREA)

OWNER 232 MSTAR LLC. 7260 STONEVALLEY BLUFF CLARKSTON . MI . 48348 T: 248.762-2740	SURVEYOR SUMMIT LAND SURVEYING, INC. PO BOX 24212 SILVERTHORNE . COLORADO . 80497 T: 970.513.0156
ARCHITECT ALLEN-GUERRA ARCHITECTURE 7111 B GRANITE STREET PO BOX 5540 FRISCO . COLORADO . 80443 T: 970.453.7002	STRUCTURAL ENGINEER FOX STRUCTURAL ENGINEERING, LLC KRISTEN FOX 216 SNOWBERRY WAY DILLON . COLORADO . 80435 T: 970.376.2005



INFORMATION SHEET

TITLE:

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ISSUE:	DATE:
PRELIM	9 DEC 2024
DESIGN	29 MAY 2025
PLANNING	30 JUN 2025

PROJECT #: 2559

A0.1

232 MORNING STAR DRIVE
LOT 8, BLOCK 5, WEISSHORN SUBDIVISION #1
TOWN OF BRECKENRIDGE, COLORADO
SITE PLAN

ISSUE:	DATE:
PRELIM	9 DEC 2024
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PROJECT #: 2559

ALL



RIDGE HEIGHT CALCULATIONS					
RIDGE POINT	NAT. GRADE ELEV.	PROPOSED GRADE	ROOF ELEVATION	BUILDING HT.	FROM
A	9,620.2'	INSIDE FOOTPRINT	9,655.1'	34.9'	NAT. GR.
B	9,618.5'	9,616.5'	9,640.2'	33.7'	PROP. GR.
C	9,622.0'	9,627.5'	9,654.5'	32.5'	NAT. GR.
D	9,621.6'	INSIDE FOOTPRINT	9,653.6'	32.0'	NAT. GR.

1
A.1.1

SITE PLAN
SCALE: 1" = 10'-0"

TRUE NORTH

PLAN NORTH

0

10'

20'

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	14	RIBES ALPINUM & ROSA WOODSII	ALPINE CURRANT & WOODS ROSE	5 GAL
	18	POPULUS TREMULOIDES	ASPEN	(9) 2" CAL (9) MULTI- STEM
	5	PICEA PUNGENS	COLORADO SPRUCE	12'
	4	PINUS LONGAEVA	BRISTLECONE PINE	6'
	ALL DISTURBED LOCATIONS	NATIVE SEED MIX (SEE LANDSCAPE NOTES)		

1. EROSION CONTROL METHODS: CONTROL ALL RUNOFF WITHIN SITE PER SUBDIVISION STANDARDS AND COUNTY REQUIREMENTS BY UTILIZING, SINGLY OR IN COMBINATION, NON-EROSIVE DRAINAGE MATS, SILT FENCING, DIVERSION SWALES, AND DIKES AS NECESSARY TO TRAP, INTERCEPT, AND DIVERT RUNOFF WITHIN BUILDING ENVELOPE.
2. NATIVE LANDSCAPING AREA IN CONTACT WITH BUILDING ENVELOPE WILL BE PROTECTED FROM RUNOFF AS SHOWN IN WALL SECTION. RIVER ROCK RIPRAP IS TO EXTEND 6" BEYOND DRIP LINE.
3. EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS POSSIBLE TO PROMOTE XERISCAPING
 - PER TOWN OF BRECKENRIDGE CODE SECTION 3603.C3.
4. ALL EXISTING TREES WITHIN 1.5' OF THE PROPOSED RESIDENCE MUST BE REMOVED TO CREATE DEFENSIBLE SPACE, PER TOWN CODE.
5. REMOVE ALL EXISTING BETTLE KILL TREES, PER HOA GUIDELINES.
6. TREE REMOVAL TO BE COORDINATED BETWEEN OWNER, GENERAL CONTRACTOR, HOA, AND TOWN PLANNING STAFF, PRIOR TO REMOVAL.
7. ALL AREAS WITHIN BUILDING ENVELOPE AND WITHIN 40' OF DRIVEWAY OUTSIDE OF ENVELOPE TO BE RE-VEGETATED WITH 100% NATIVE HIGH COUNTRY GRASS SEED MIXTURE CONSISTING OF:
 - 30% SLENDER WHEATGRASS
 - 15% CANBY BLUEGRASS
 - 10% BIG BLUEGRASS
 - 10% IDAHO FESCUE
 - 10% SHEEP FESCUE
 - 10% WESTERN WHEATGRASS
 - 5% BLUE WILDRYE
 - 5% TUFTED HAIRGRASSALONG WITH A MIXTURE OF PERENNIALS & GROUND COVER, PER SUMMIT COUNTY DEVELOPMENT CODE.
8. A DRIP IRRIGATION SYSTEM SHALL BE INSTALLED TO ALL NEW TYPES OF TREES AND SHRUBS, PER THE TOWN REQUIREMENTS.

Diagram illustrating tree maintenance tasks:

- STAKE ALL DECIDUOUS TREES W/ 5' STEEL T STAKES
- WIRE AND FABRIC TREE RING
- DIAMETER OF EXCAVATION TO BE 12" MINIMUM BEYOND THE SPREAD OF THE ROOTS
- 3'-4" OF SHREDDED BARK MULCH
- TOPSOIL MIX PER LANDSCAPE NOTES; TAMP MIX AND ADD WATER IN LAYERS OF 6"
- CREATE A 6" SOIL SAUCER WITH TOPSOIL AROUND TREE
- CLEANLY PRUNE ALL DAMAGED ROOT ENDS

Diagram illustrating the installation of a tree, showing the root ball, mulch, soil mix, and soil saucer.

- CROWN OF ROOT BALL SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT BORE TO PREVIOUS GRADE
- 3'-4" OF SHREDDED BARK MULCH
- TOPSOIL MIX PER LANDSCAPE NOTES
- CREATE A 6" SOIL SAUCER WITH TOPSOIL AROUND TREE
- CUT AND REMOVE TOP 1/3 OF BURLAP (IF NON-BIODEGRADABLE WRAP IS USED, REMOVE TOTALLY)
- COMPACT SUBSOIL TO FORM PEDESTAL AND PREVENT SETTLING

NOTE: STAKE AS NEEDED



232 MORNING START DRIVE
LOT 8, BLOCK 5, WEISSHORN SUBDIVISION #1
TOWN OF BRECKENRIDGE, COLORADO

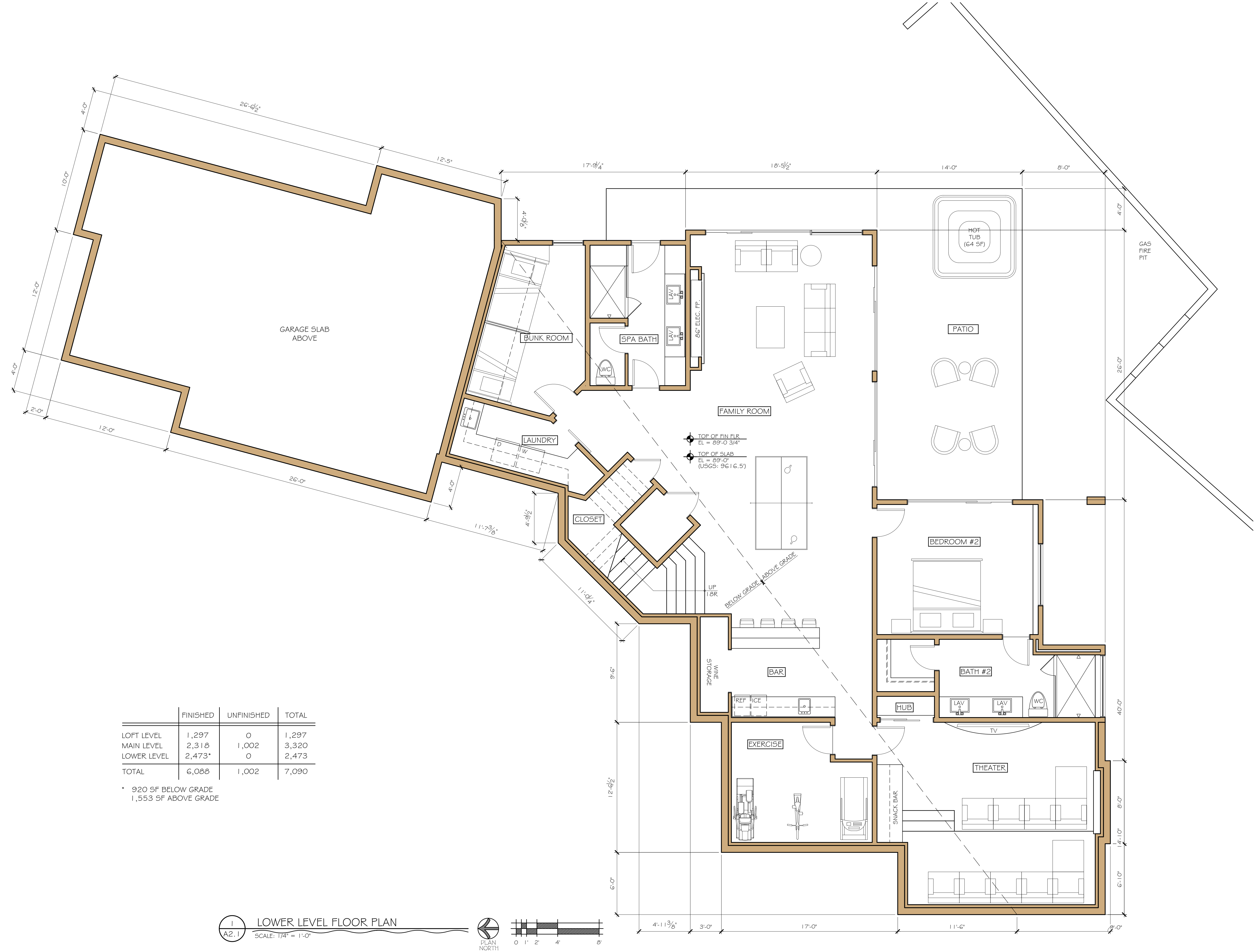
LANDSCAPE PLAN

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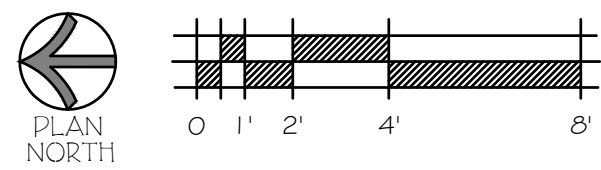
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	FINISHED	UNFINISHED	TOTAL
LOFT LEVEL	1,297	0	1,297
MAIN LEVEL	2,318	1,002	3,320
LOWER LEVEL	2,473*	0	2,473
TOTAL	6,088	1,002	7,090

* 920 SF BELOW GRADE
1,553 SF ABOVE GRADE

1
A2.1
LOWER LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"



232 MORNING START DRIVE
LOT 8, BLOCK 5, WEISSHORN SUBDIVISION #1
TOWN OF BRECKENRIDGE, COLORADO

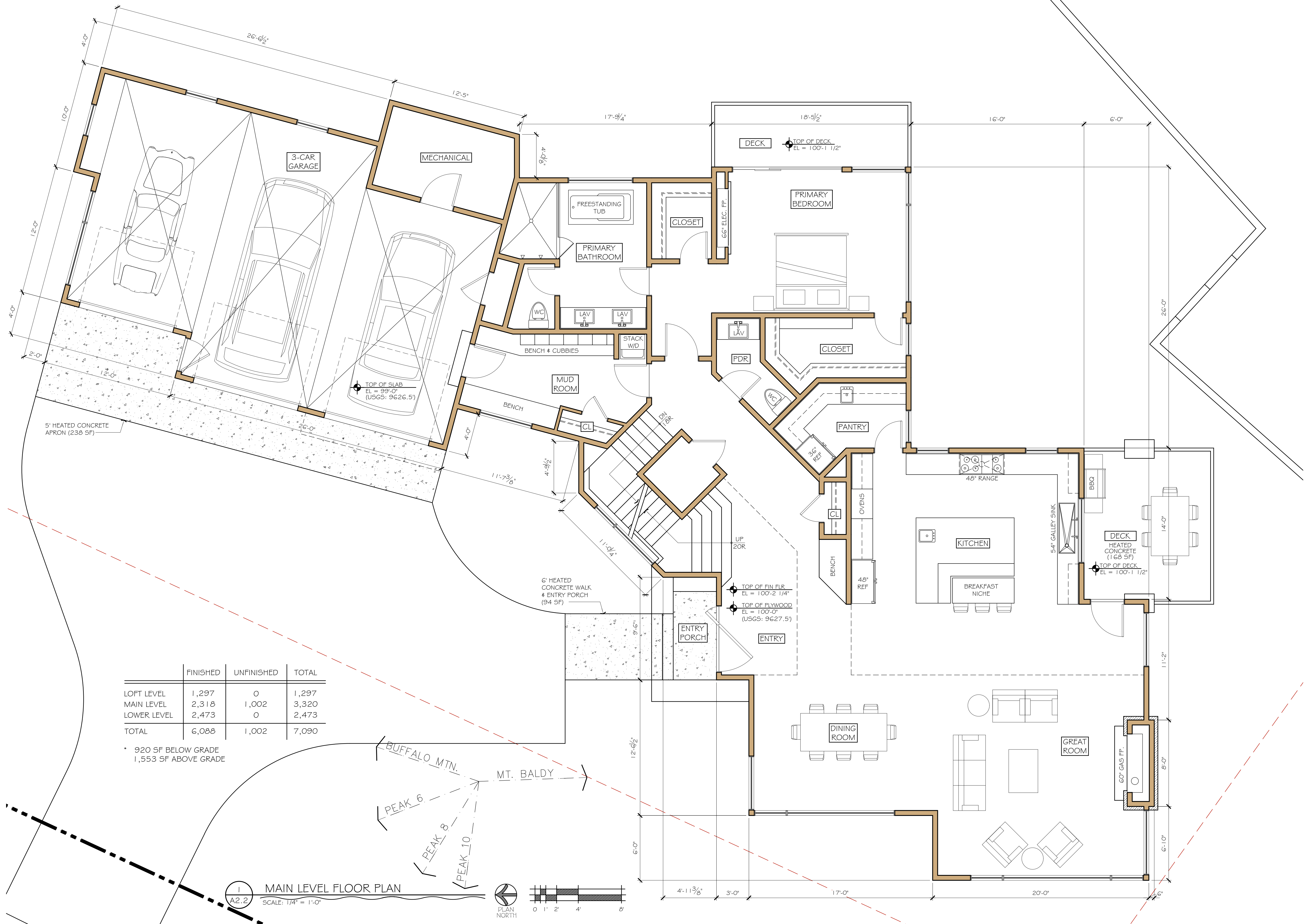
MAIN LEVEL FLOOR PLAN

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A2.2



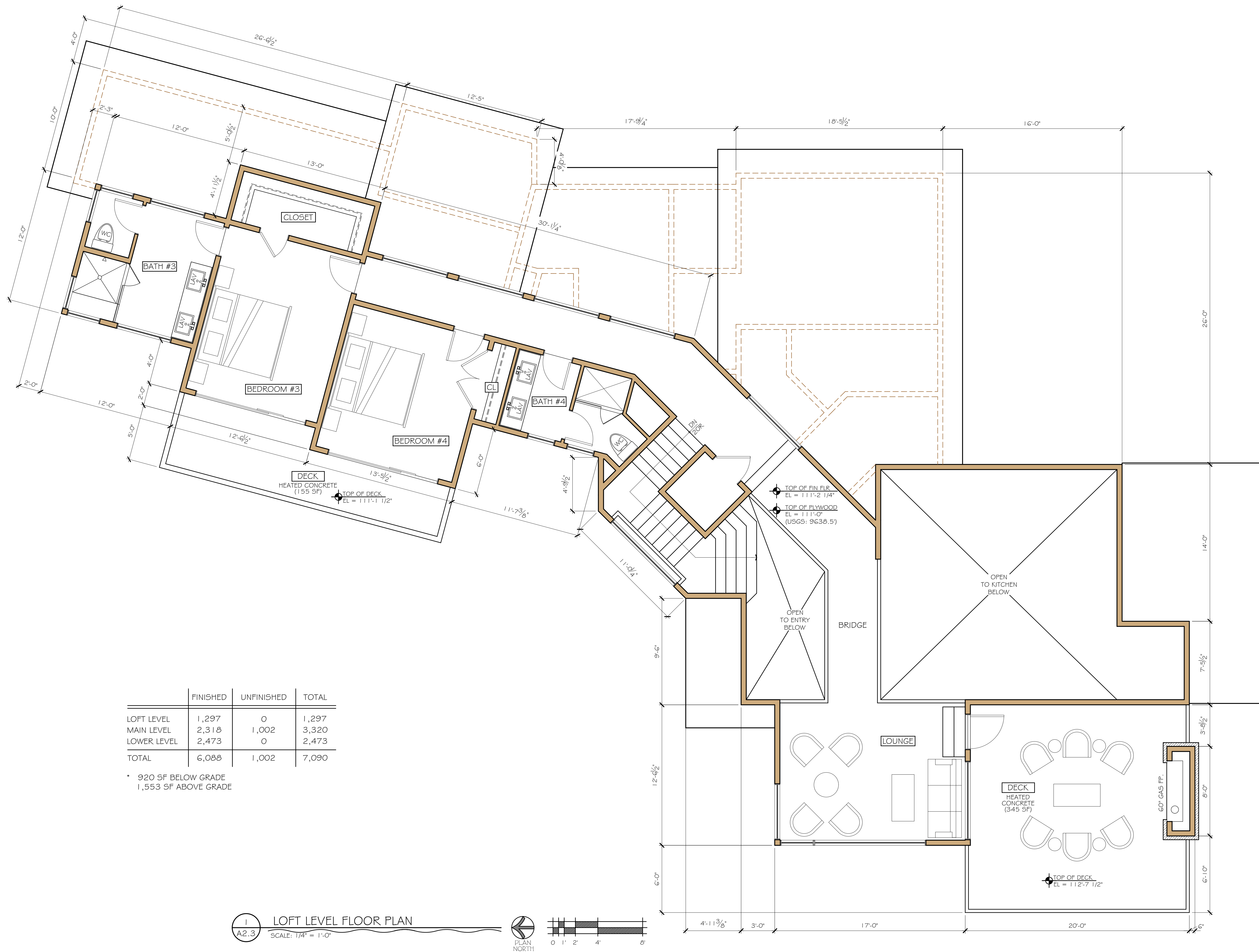
232 MORNING START DRIVE
LOT 8, BLOCK 5, WEISHORN SUBDIVISION #1
TOWN OF BRECKENRIDGE, COLORADO

LOFT LEVEL FLOOR PLAN

ISSUE:	DATE:
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A2.3



232 MORNING START DRIVE
LOT 8, BLOCK 5, WEISSHORN SUBDIVISION #1
TOWN OF BRECKENRIDGE, COLORADO

LOFT LEVEL FLOOR PLAN

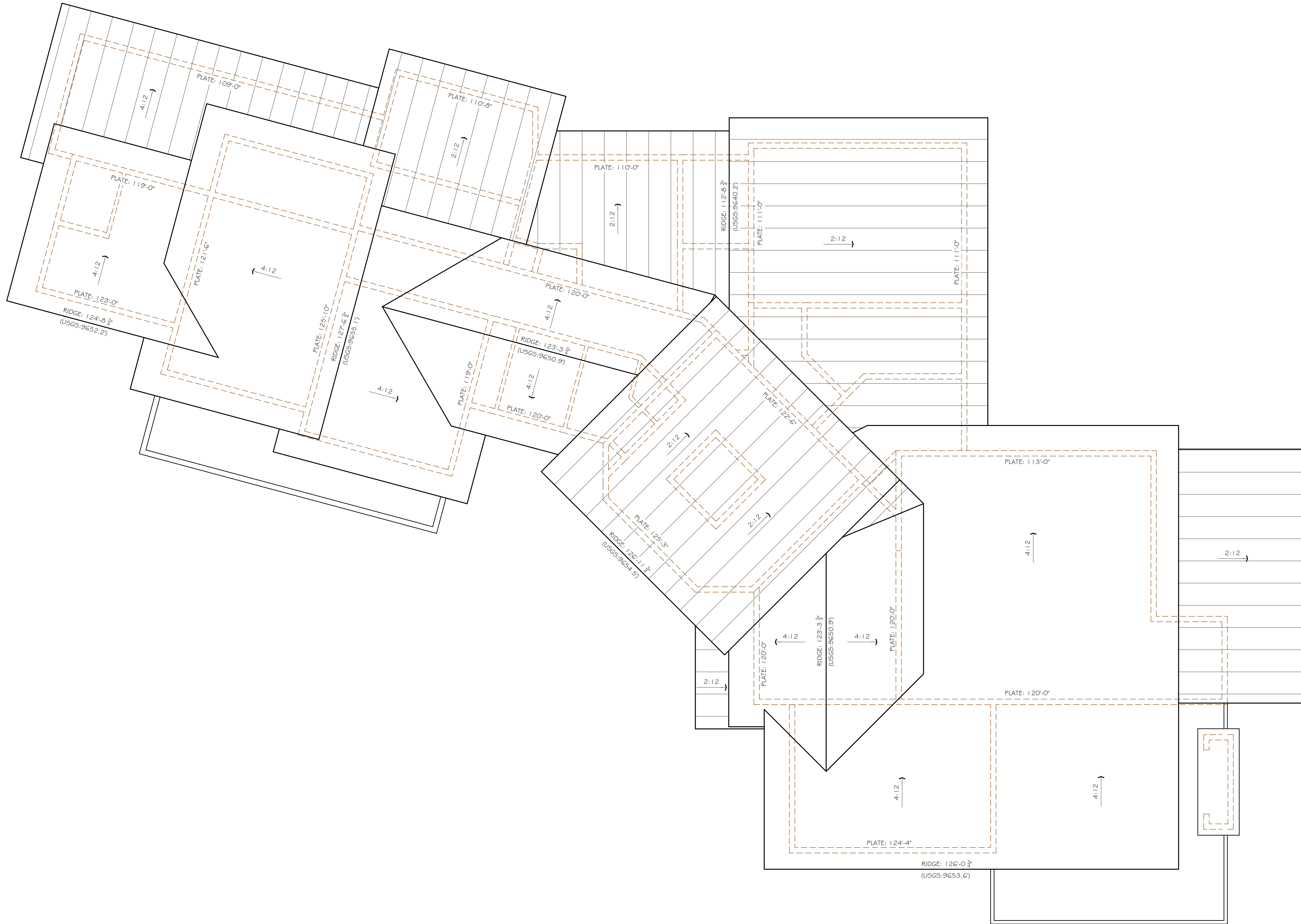
TITLE

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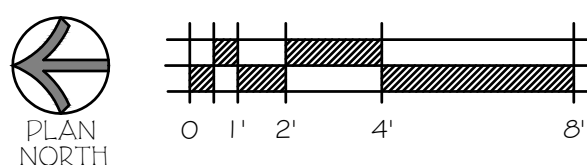
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A2.3

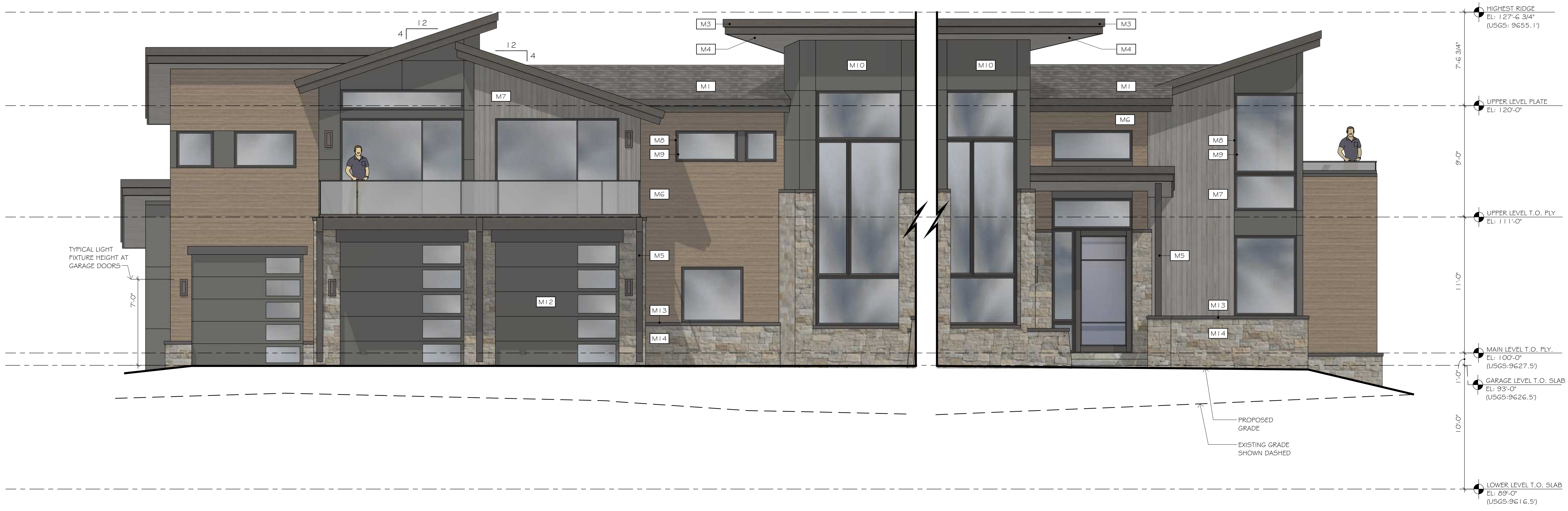


1
A2.3
LOFT LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"





1
A.3.1
SOUTHWEST ELEVATION
1/4" = 1'-0"



3
A.3.1
WEST ELEVATION
1/4" = 1'-0"

2
A.3.1
NORTHWEST ELEVATION
1/4" = 1'-0"



ALLEN-GUERRA ARCHITECTURE
788 GRANITE STREET
FREDERICK, COLORADO 80443
P: 970.453.7000
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E: INFO@ALLEN-GUERRA.COM
WEB SITE: WWW.ALLEN-GUERRA.COM

232 MORNING STAR DRIVE
LOT 8, BLOCK 5, WEISSHORN SUBDIVISION #1
TOWN OF BRECKENRIDGE, COLORADO

TITLE: EXTERIOR ELEVATIONS

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PROJECT#	2599

A3.1



232 MORNING STAR DRIVE
LOT 8, BLOCK 5, WEIDSHORN SUBDIVISION #1
TOWN OF BRECKENRIDGE, COLORADO

TITLE: EXTERIOR ELEVATIONS

COORDINATE: 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 0

[illegible]

PROJECT# 2599

A3.2



1
A3.2

NORTHEAST ELEVATION

1/4" = 1'-0"



3 EAST ELEVATION
A3.2
1/4" = 1'-0"

2 NORTH ELEVATION
A3.2
1/4" = 1'-0"





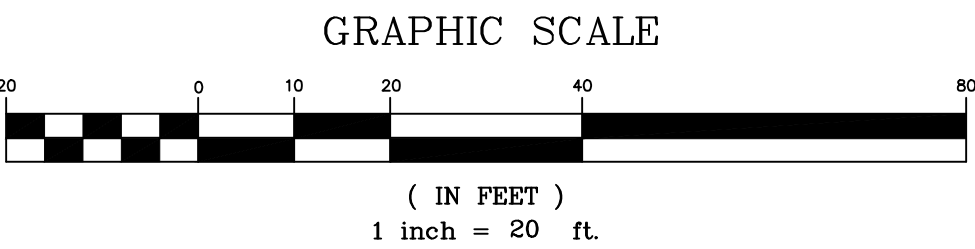
232 MORNING STAR DRIVE
LOT 8, BLOCK 5, WEISHORN SUBDIVISION #1
TOWN OF BRECKENRIDGE, COLORADO

TITLE PERSPECTIVE RENDERINGS

[illegible]

A3.4

A TOPOGRAPHIC MAP OF
LOT 8, BLOCK 5, WEISSHORN SUBDIVISION,
FILING No. 1
TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO



LEGEND	
	REBAR & PLASTIC CAP —PLS No. 27924
	REBAR & ALUM. CAP —PLS No. 18974
	SEWER MANHOLE
	UTILITY PEDESTAL
	SIGN
	ASPEN TREE WITH TRUNK DIAMETER
	PINE TREE WITH TRUNK DIAMETER
	SPRUCE TREE WITH TRUNK DIAMETER

GENERAL NOTES

1. DATE OF SURVEY: DECEMBER 11 & 12, 2019.
2. CONTOUR INTERVAL = TWO FEET.
3. PROJECT BENCHMARK: HELD ELEVATION 9625.20' AT RANDOM SURVEY CONTROL POINT NAIL "C.P. ALTUVE" INTERPOLATED FROM SUMMIT COUNTY GIS MAPPING.
4. THE PLAT FOR LOT 8, BLOCK 5, WEISSHORN SUBDIVISION, FILING No. 1 WAS RECORDED IN MAY 1961 IN THE SUMMIT COUNTY CLERK AND RECORDER'S OFFICE.
5. TREES WERE NOT LOCATED TO THE EAST FROM THE WEST SIDE OF THE RAVINE.
6. SNOW ON SITE AT TIME OF SURVEY, OTHER FEATURES MAY EXIST THAT WERE NOT VISIBLE NOR SHOWN HEREON.
7. LOT 8 IS SUBJECT TO THE NOTES, DEDICATIONS, AND EASEMENTS AS SET FORTH ON THE PLAT OF WEISSHORN SUBDIVISION, FILING No. 1.
8. BASIS OF BEARINGS: THE FOUND MONUMENTS AT THE SOUTHEAST CORNER AND SOUTH POINT OF CURVATURE LOT 8 (REBAR & PLASTIC CAP, PLS No. 27924), BEING S 75°30'32" W.
9. SCHMIDT LAND SURVEYING, INC. DID NOT PERFORM A TITLE SEARCH OF THE SUBJECT PROPERTY TO ESTABLISH OWNERSHIP, EASEMENTS OR RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S CERTIFICATE

I, ELIZABETH K. SCHMIDT, A PROFESSIONAL LAND SURVEYOR REGISTERED UNDER THE LAWS OF THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS TOPOGRAPHIC MAP WAS MADE BY ME AND UNDER MY SUPERVISION, AND THAT THE MAP IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE:



Elizabeth K. Schmidt
ELIZABETH K. SCHMIDT
COLORADO P.L.S. 37047

Drawn TMB	Dwg 2290 TP.dwg	Project 2290
Date 12/13/19	Scale 1" = 20'	Sheet 1 of 1
SCHMIDT LAND SURVEYING, INC. P.O. Box 5761 FRISCO, CO 80443 970-409-9963		

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 CERTIFICATION SHOWN HEREON.

232 MORNING STAR DRIVE

EXTERIOR MATERIALS SCHEDULE

DATE: 20 JUNE, 2025

LABEL	ITEM	COLOR	DESCRIPTION
M1	ROOF - MEMBRANE		GAF TIMBERLINE HD – 50 YEAR COLOR SHALL BE “CHARCOAL”
M2	ROOF – METAL & CAP FLASHING		STANDING SEAM METAL ROOF COLOR “DARK BRONZE” NON-REFLECTIVE
M3	FASCIA		2X CEDAR PER DETAIL – STAIN WITH SUPERDECK 2320 “CAPE BLACKWOOD”
M4	SOFFIT		1x4, T&G CEDAR – STAIN WITH SUPERDECK 2113 “GRANITE”
M5	EXPOSED STEEL POSTS & BEAMS		PAINTED STEEL PER DETAILS, COLOR TO BE GRAPHITE
M6	HORIZONTAL SIDING		1x8, 3/8” REVEAL T&G CEDAR – SPECIALTY WOOD PRODUCTS COLOR - “UPTOWN” (50% STAIN)
M7	VERTICAL SIDING		1x4, 1/8” REVEAL T&G CEDAR – SPECIALTY WOOD PRODUCTS COLOR - “HILLTOP”

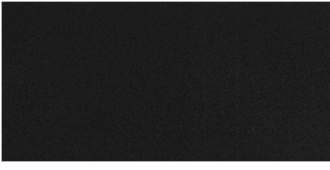
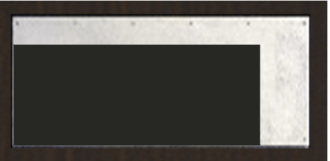
NOTE: ALL EXPOSED METAL INCLUDING, BUT NOT LIMITED TO, TYPICAL FLASHING, DOWNSPOUTS, GUTTERS, DRIP EDGE, VENT STACKS, FLUE PIPES, ETC, SHALL BE PAINTED TO BLEND UNABTRUSIVELY WITH ADJACENT SURFACES.



232 MORNING STAR DRIVE

EXTERIOR MATERIALS SCHEDULE

DATE: 20 JUNE, 2025

LABEL	ITEM	COLOR	DESCRIPTION
M8	DOOR/WINDOW TRIM		2X CEDAR PER DETAIL – STAIN WITH SUPERDECK 2320 “CAPE BLACKWOOD”
M9	DOORS/ WINDOWS		YAWAL WINDOW COMPANY ALUMINUM CLADDING COLOR – RAL 7016 MATT
M10	PANEL SIDING		FIBER CEMENT WALL PANEL NICHHA SMOOTHBOARD COLOR “DARK BRONZE”
M11	DECKING		EVERGRAIN COMPOSITE DECKING – COLOR SHALL BE “WEATHERED WOOD” OR EQUAL
M12	GARAGE DOORS		CEDAR STYLES & RAILS PER DETAILS – STAIN TO MATCH TRIM (M8) – WALLS PANELS TO MATCH (M15) FROSTED GLASS PANELS
M13	STONE CAP		3” SANDSTONE PER DETAILS COLOR TO BE DARK GREY
M14	STONE VENEER		GALLEGOS CORPORATION “NORTHSTAR #303” DRY STACKED

NOTE: ALL EXPOSED METAL INCLUDING, BUT NOT LIMITED TO, TYPICAL FLASHING, DOWNSPOUTS, GUTTERS, DRIP EDGE, VENT STACKS, FLUE PIPES, ETC, SHALL BE PAINTED TO BLEND UNABTRUSIVELY WITH ADJACENT SURFACES.



232 MORNING STAR DRIVE
LOT 8 . BLOCK 5 . WEISSHORN SUBDIVISION #1
BRECKENRIDGE . COLORADO



EXTERIOR LIGHT FIXTURE
MODEL: URBAN

MANUFACTURER: MODERN FORM

DIMENSIONS: 16" HEIGHT; 7" WIDTH; 2" DEPTH

FINISH & GLASS: BLACK ALUMINUM

MAX WATTAGE: 16 WATTS

TOTAL LUMENS: 490

DESCRIPTION: RECESSED LIGHT BULB WITH TEXTURED BACKPLATE; DARK SKY COMPLIANT



TOWN OF BRECKENRIDGE
COMMUNITY DEVELOPMENT

Class C Development Review Check List

Proposal:	Remodel and addition of 472 sq. ft. at Unit 8R at Cedars Townhomes. Finishing of loft area to create a third bedroom and third bath and expansion of kitchen level. Reconfiguring exterior front windows and adding front entry door shed roof.	
Project Name/PC#:	Cirillo Cedars Unit 8R Townhome Expansion	PL-2025-0171
Project Manager:	Sarah Crump, AICP, Senior Planner	
Date of Report:	July 9, 2025	For the July 15, 2025 Planning Commission Meeting
Owner/Applicant:	Debra and Louis Cirillo	
Proposed Use:	Townhome	
Address:	505 Village Road #8R	
Legal Description:	Unit 8R, Cedars At Breckenridge	
Site Area:	857 sq. ft.	0.02 acres
Land Use District (2A/2R):	LUD 23; 20 UPA; Residential - Multi-family, Lodge, or Hotel	
Existing Site Conditions:	The lot is developed with the existing Unit 8R. The unit is bordered by Trails End Condos to the north, HOA property parking and circulation to the south, and Units 6 and 10R of the Cedar Townhomes to the east and west.	
Density (3A/3R):	Since the last approved addition on a Cedar's Townhome, the Town has adopted a new definition of Density under Policy 3 and eliminated Policy 4 Mass. For this project, what was previously considered Mass is now considered Density. Calculated allowed Density remains the same at 99 SFEs x 1600 sq.ft.= 158,400 sq.ft. allowed for the entire Cedars Townhome Subdivision.	
	Density of the Entire Cedars Townhomes:	
	Allowed under recorded plat:	158,400 sq. ft.
	Density after proposed addition:	109,833 sq. ft.
	Remaining density:	48,567 sq. ft.
	Existing:	1,833 sq. ft. (with garage)
	Proposed:	2,235 sq. ft. (with garage)
Areas:	Existing	Proposed
Level 1 (Lower Level & Garage):	352 sq. ft.	352 sq. ft.
Level 2 (Main Level):	708 sq. ft.	819 sq. ft.
Level 3 (Upper Level & Loft):	773 sq. ft.	1,064 sq. ft.
Total:	1,833 sq. ft.	2,235 sq. ft.
Bedrooms:	2 bedrooms	3 proposed

Bathrooms:	2.5 bathrooms	3.5 proposed
Height (6A/6R):	No change	
Lot Coverage/Open Space (21R):	No change	
Parking (18A/18R):	Required: 1.5 spaces per unit.	No additional parking is required.
Snowstack (13A/13R):	No change	
Fireplaces (30A/30R):	1 gas (no change)	
Setbacks (9A/9R):	No change	
Architectural Compatibility (5/A & 5/R):	The proposed residence will be architecturally compatible with the neighborhood.	
Exterior Materials:	Exterior colors and materials are to match existing Cedars Townhomes siding deminsions, asphalt shingles, paint colors, windows, and exterior lighting.	
Landscaping (22A/22R):	No change	
Defensible Space:	No change	
Drainage (27A/27R):	No change	
Driveway Slope:	No change	
Point Analysis (Sec. 9-1-17-3):	Staff conducted a point analysis and found no reason to award positive or negative points. The application meets all Absolute and Relative Policies of the Development Code.	
Staff Action:	The Community Development Department has approved the Cedars Unit 8R Townhome Expansion, PL-2025-0171, with the attached Findings and Conditions.	
Comments:	This project qualifies as a Class C review due to the change of character to the exterior of the structure of a multi-family building.	

TOWN OF BRECKENRIDGE

**Cirillo Cedars Condo Addition
Unit 8R Cedars of Breckenridge
505 Village Road, #8R
PL-2025-0171**

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 **July 9, 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 **July 15, 2025**, as to the nature of the project. In addition to Commission minutes, the meetings of the Commission are recorded.

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 **January 22, 2027** 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. All hazardous materials used in construction of the improvements authorized by this permit shall be disposed of properly off site.
7. 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.

PRIOR TO ISSUANCE OF BUILDING PERMIT

8. Applicant shall submit and obtain approval from the Town of a construction staging plan indicating the location of all construction material storage, fill and excavation material storage areas, portolet and dumpster locations, and employee vehicle parking areas. No staging is permitted within public right of way without Town permission. Any dirt tracked upon the public road shall be the applicant's responsibility to remove. Contractor parking within the public right of way is not permitted without the express permission of the Town, and cars must be moved for snow removal. A project contact person is to be selected and the name provided to the Public Works Department prior to issuance of the building permit.
9. **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.**

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

10. 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.
11. Applicant shall remove all vegetation and combustible material from under all eaves and decks.
12. Applicant shall create defensible space around all structures as required in Policy 22 (Absolute) Landscaping for all existing trees.
13. **Applicant shall paint all metal flashing, vents, flues, rooftop mechanical equipment, meters, and utility boxes on the building a flat, dark color or to match the building color.**
14. Applicant shall screen all utilities.
15. **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.**
16. 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.
17. 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.

18. 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.**
19. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.
20. **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.**
21. 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)

APPLICABLE CODES

2018 INTERNATIONAL RESIDENTIAL CODE
2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2023 NATIONAL ELECTRICAL CODE
LOCAL TOWN OF BRECKENRIDGE CODES
AND AMENDMENTS

ABBREVIATIONS

Ø	AT CENTERLINE DIAMETER
ABV	ABOVE
ADJ.	ADJACENT
A.F.F.	ABOVE FINISH FLOOR
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURAL
B.L.D.G.	BUILDING
B.L.K.G.	BLOCKING
B.U.R.	BUILT-UP ROOFING
CL.R.	CLEAR
CONT.	CONTINUOUS
CTR.	CENTER
D.	DRYER
DBL.	DOUBLE
DET.	DETAIL
D.F.	DOWN-AS FIR
DIA.	DIAMETER
DIM.	DIMENSION
DISP.	DISPOSAL
DN.	DOWN
DR.	DOOR
D.S.	DOWN SPOUT
D.W.	DISHWASHER
DWG.	DRAWING
DWR.	DRAWER
(E)	EXISTING
EA.	EACH
EL.	ELEVATION
ELEC.	ELECTRICAL
EQ.	EQUAL
EXT.	EXTERIOR
FDN.	FOUNDATION
FIN.	FINISH
FL.	FLOOR
F.O.	FACE OF
F.O.F.	FACE OF FINISH
F.O.S.	FACE OF STUD
FT.	FEET
FTG.	FOOTING
GALV.	GALVANIZED
GYP. BD.	GYPNUM BOARD
H.	HIGH
H.B.	HOSE BIB
HDR.	HEADER
HDWR.	Hardware
HORIZ.	HORIZONTAL
HT.	HEIGHT
INSUL.	INSULATION
INT.	INTERIOR
M.	MASTER
MAX.	MAXIMUM
MECH.	MECHANICAL
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
(N)	NEW
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O/H	OVERHANG
OV.	OVER
R.	PROPERTY LINE
P.L.W.D.	PLYWOOD
PT.	PRESSURE TREATED
PTD.	PAINTED
R.	RISE, RISER
REF.	REFRIGERATOR
REG.	REGISTER
REINF.	REINFORCED
REQ.	REQUIRED
RM.	ROOM
R.O.	ROUGH OPENING
S.D.	SMOKE DETECTOR
SECT.	SECTION
SIM.	SIMILAR
SPEC.	SPECIFICATION
S.S.D.	SEE STRUCT. DWGS.
STD.	STANDARD
STL.	STEEL
STOR.	STORAGE
STRUCT.	STRUCTURAL
T.	TREAD
T.B.G.	TOWEL BAR
T.O.	TONGUE AND GROOVE
T.O.C.	TOP OF
T.O.P.	TOP OF CURB
T.O.P.	TOP OF PLATE
T.P.W.	TOP OF WALL
TPH.	TOILET PAPER HOLDER
TRSM.	TRANSOM
TV.	TELEVISION
TY.P.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
V.G.	VERTICAL GRAIN
W.	WASHING MACHINE
W/.	WITH
W.C.	WATER CLOSET(TOILET)
WO.	WOOD
W/H.	WATER HEATER
W/O.	WITHOUT
W.R.	WATERPROOF, WORK POINT
W.R.	WATER RESISTANT

GENERAL NOTES

- 1) CODES: ALL WORK SHALL MEET OR EXCEED THE REQUIREMENTS OF CURRENT APPLICABLE ICC CODES AND TOWN OF BRECKENRIDGE AMENDMENTS, AND ALL OTHER APPLICABLE CODES, ORDINANCES AND REGULATIONS. SEE CODE EDITIONS ON THIS SHEET.
- 2) EXISTING CONDITIONS AND DIMENSIONS: CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND DIMENSIONS ON SITE. CALLED-OFF DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED-OFF DIMENSIONS. DIMENSIONS ARE TO FACE OF FINISH OR CONCRETE WALLS, UNLESS OTHERWISE NOTED. DIMENSIONS IN SECTIONS AND ELEVATIONS ARE TO FINISH FLOOR UNLESS OTHERWISE NOTED.
- 3) PLANS & SPECIFICATIONS: THE PLANS AND SPECIFICATIONS SUPPLEMENT EACH OTHER. CONTRACTOR TO IMMEDIATELY REPORT ANY ERRORS, OMISSIONS, AMBIGUITIES OR CONFLICTS IN THE PLANS AND SPECIFICATIONS TO THE ARCHITECT, AND UNTIL THEY ARE RESOLVED, SHALL NOT PROCEED WITH THE AFFECTED WORK.
- 4) DETAILS: DETAILS SHOWN ARE TYPICAL. SIMILAR DETAILS SHALL APPLY IN SIMILAR CONDITIONS.
- 5) CONTRACTOR RESPONSIBILITY: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES AND SEQUENCES OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL SAFETY PROGRAMS AND PROCEDURES DURING CONSTRUCTION, AND SHALL MAINTAIN THE SHORING AND BRACING UNTIL THE NEW PERMANENT STRUCTURE CAN PROVIDE ADEQUATE VERTICAL AND LATERAL SUPPORT.
- 6) INSTALLATION: ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS OR RECOMMENDATIONS, UNLESS AGREED TO OTHERWISE BY THE ARCHITECTS.

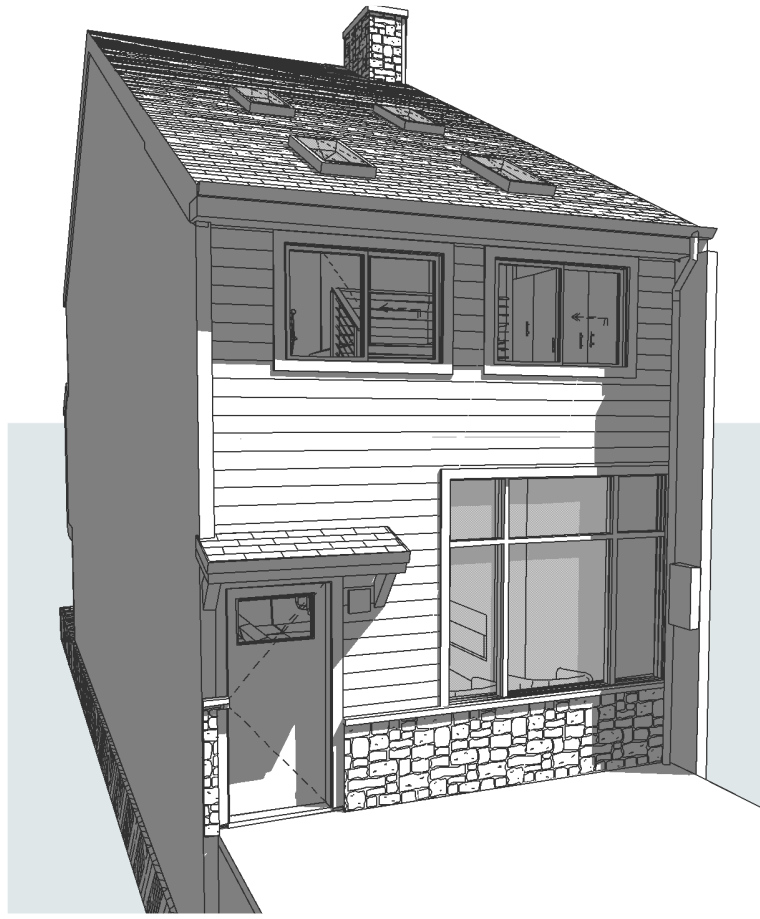
SCOPE OF WORK

1. NEW DORMER ADDITION TO EXISTING TOWNHOME
2. NEW FIRST LEVEL HORIZONTAL ADDITION
3. INTERIOR RENOVATIONS INCLUDING NEW WALL PARTITIONS, NEW FIXTURES FINISHES, AND FITTINGS THROUGHOUT
4. (2) NEW SKYLIGHTS

AREA CALCULATIONS

AREA CALCULATIONS			
LOCATION	EXIST. AREA	ADDED AREA	TOTAL NEW AREA
GARAGE	352	0	352
KITCHEN LEVEL	708	111	819
BEDROOM LEVEL	773	0	773
NEW LOFT LEVEL	0	291	291
	1,833 ft²	472 ft²	2,235 ft²

3D VIEW



**505 VILLAGE RD
UNIT 8R
BRECKENRIDGE, CO 80424**

DIRECTORY

OWNER
LOU & DEBRA CIRILLO
PO BOX 6310
BRECKENRIDGE, CO 80424
PHONE: 970-390-5927
EMAIL: loucir@comcast.net

ARCHITECT
PINE + PEAK STUDIO
PO BOX 1450
FAIRPLAY, CO 80440

LEAH CIRILLO
PHONE: 724.992.9857
EMAIL: leah@pineandpeakstudio.com

STRUCTURAL ENGINEER
CTL | THOMPSON, INC
1971 WEST 12TH AVE
DENVER, CO 80204

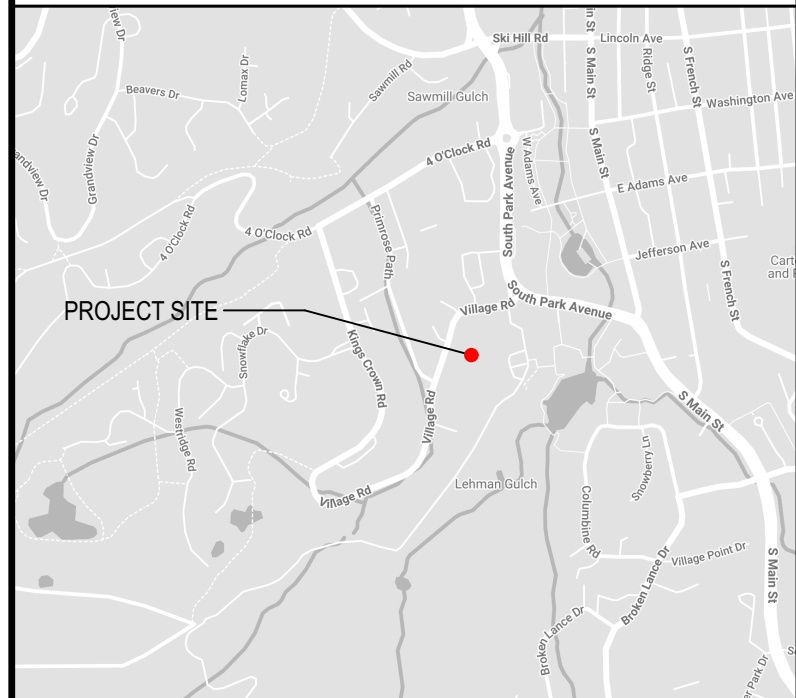
CHRISTOPHER B. LYTLE, P.E.
PHONE: 303-628-5017
EMAIL: clytle@ctlthompson.com

DRAWING INDEX

ARCHITECTURAL

A0.0	COVER SHEET & SITE PLAN
A2.0	EXISTING FLOOR PLANS
A2.1	PROPOSED FLOOR PLANS
A3.0	ELEVATIONS
A3.1	SECTIONS
A3.2	SECTIONS

VICINITY MAP

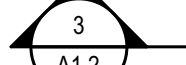
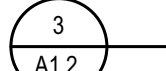
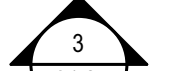


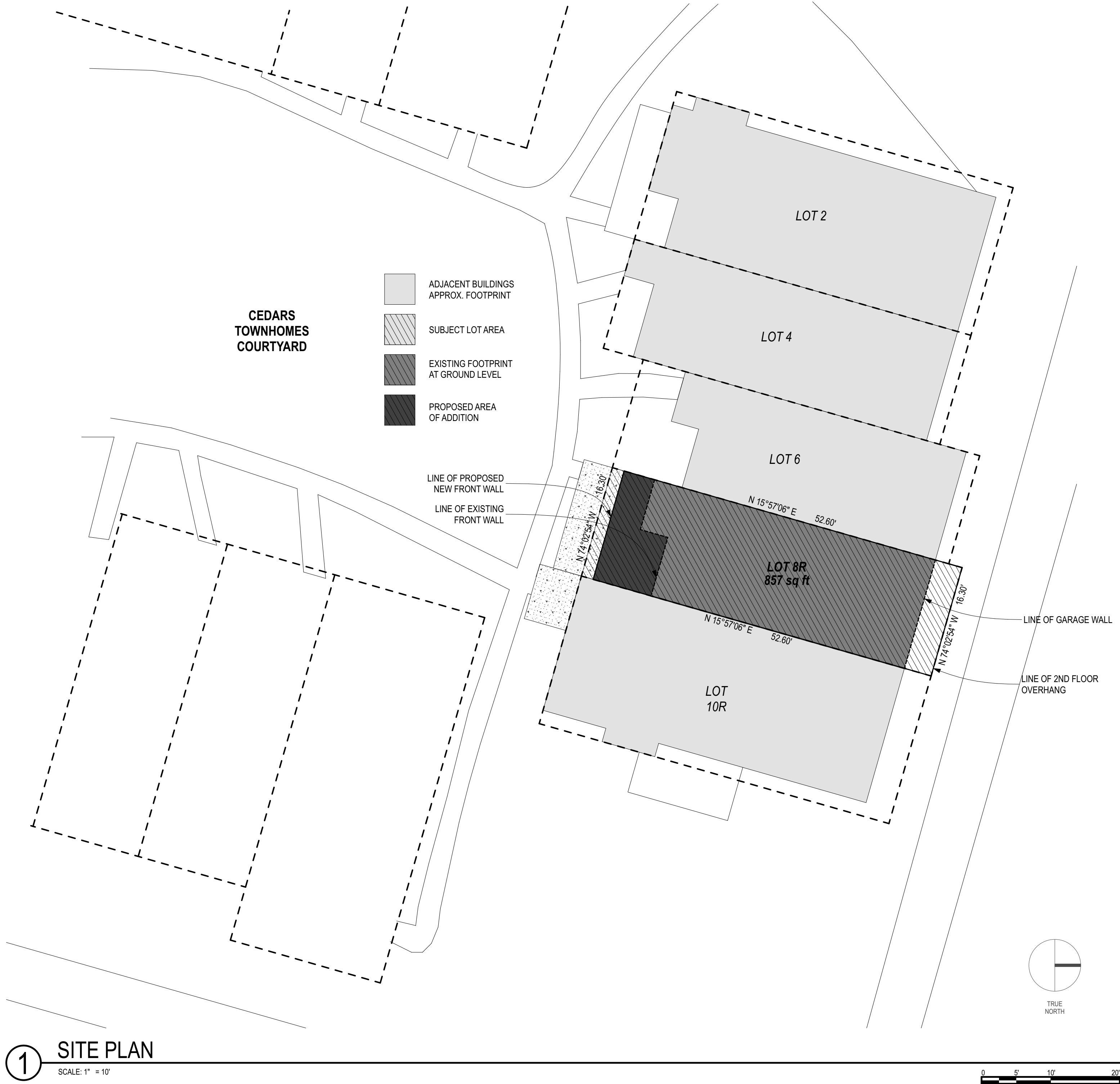
PLAN CHECK SUMMARY

LEGAL DESCRIPTION: LOT 8R CEDARS AT
BRECKENRIDGE TOWNHOMES # 2 RESUB LOT 8 &
10 & COMMON AREA
SCHEDULE NUMBER: 6512101
LAND USE DISTRICT: 23
SEE PLAT MAP FOR UNIT BOUNDARY DIMENSIONS
PROPOSED OCCUPANCY: MULTI-FAMILY -
TOWNHOME

SYMBOLS

REFERENCE SYMBOLS

	DEMO ITEMS		BUILDING OR WALL SECTION NO. OVER SHEET NO.
	EXISTING WALLS		DETAIL NO. OVER SHEET NO.
	NEW WALLS		ELEVATION NO. OVER SHEET NO.
	HIDDEN EDGE, ABOVE OR BEYOND		LEVEL LINE OR DATUM
	HIDDEN EDGE, BELOW OR BEHIND		SPOT ELEVATION (N)
	DOOR SYMBOL (EXTERIOR & INTERIOR)		NEW OR FINISHED CONTOURS
	WINDOW SYMBOL		EXISTING CONTOURS
	SKYLIGHT SYMBOL		
	WALL TYPE		



1 SITE PLAN
SCALE: 1" = 10'

[illegible]

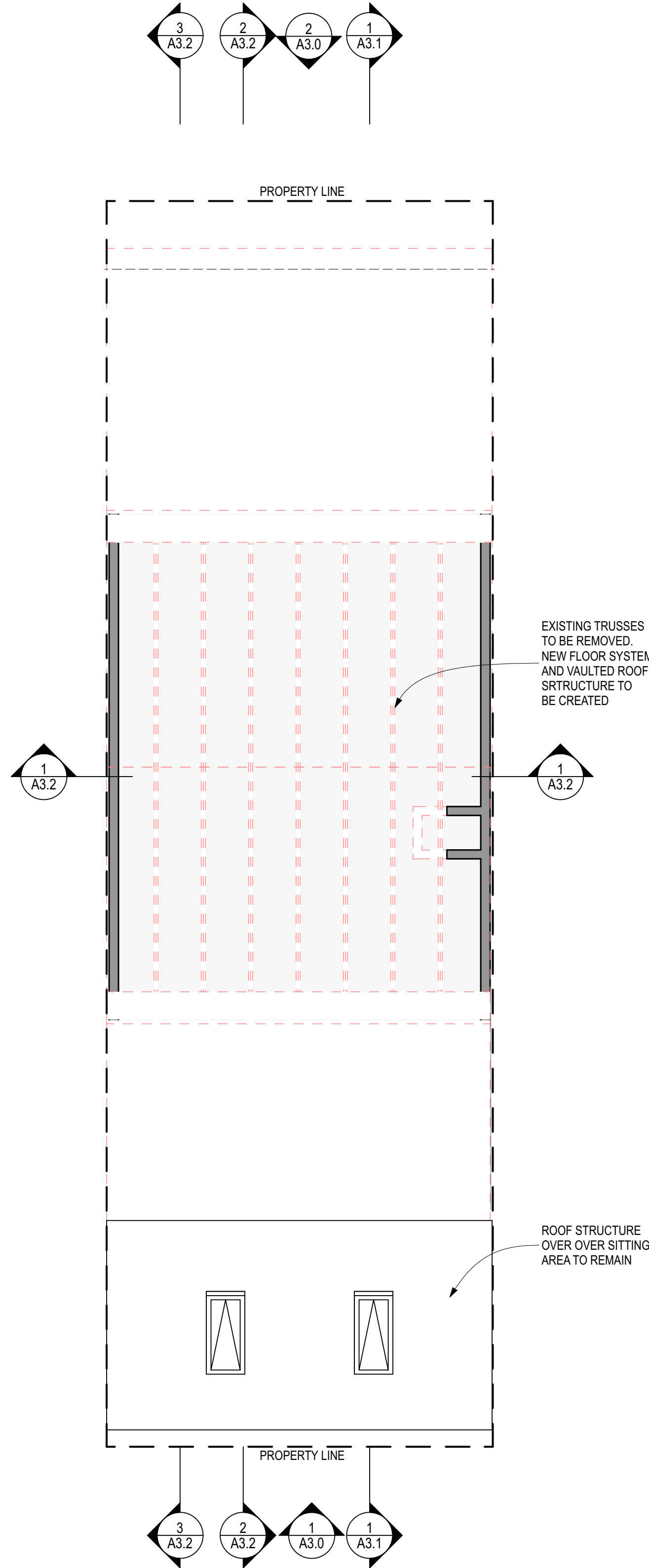
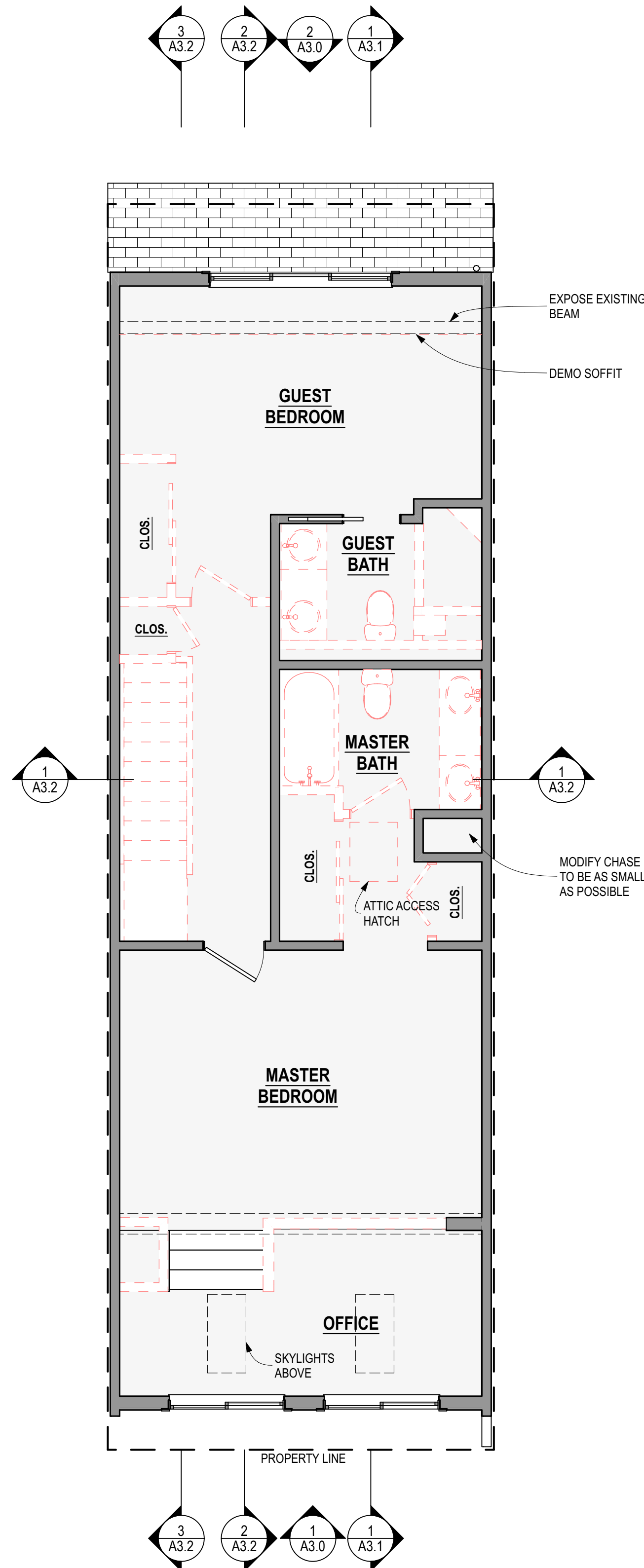
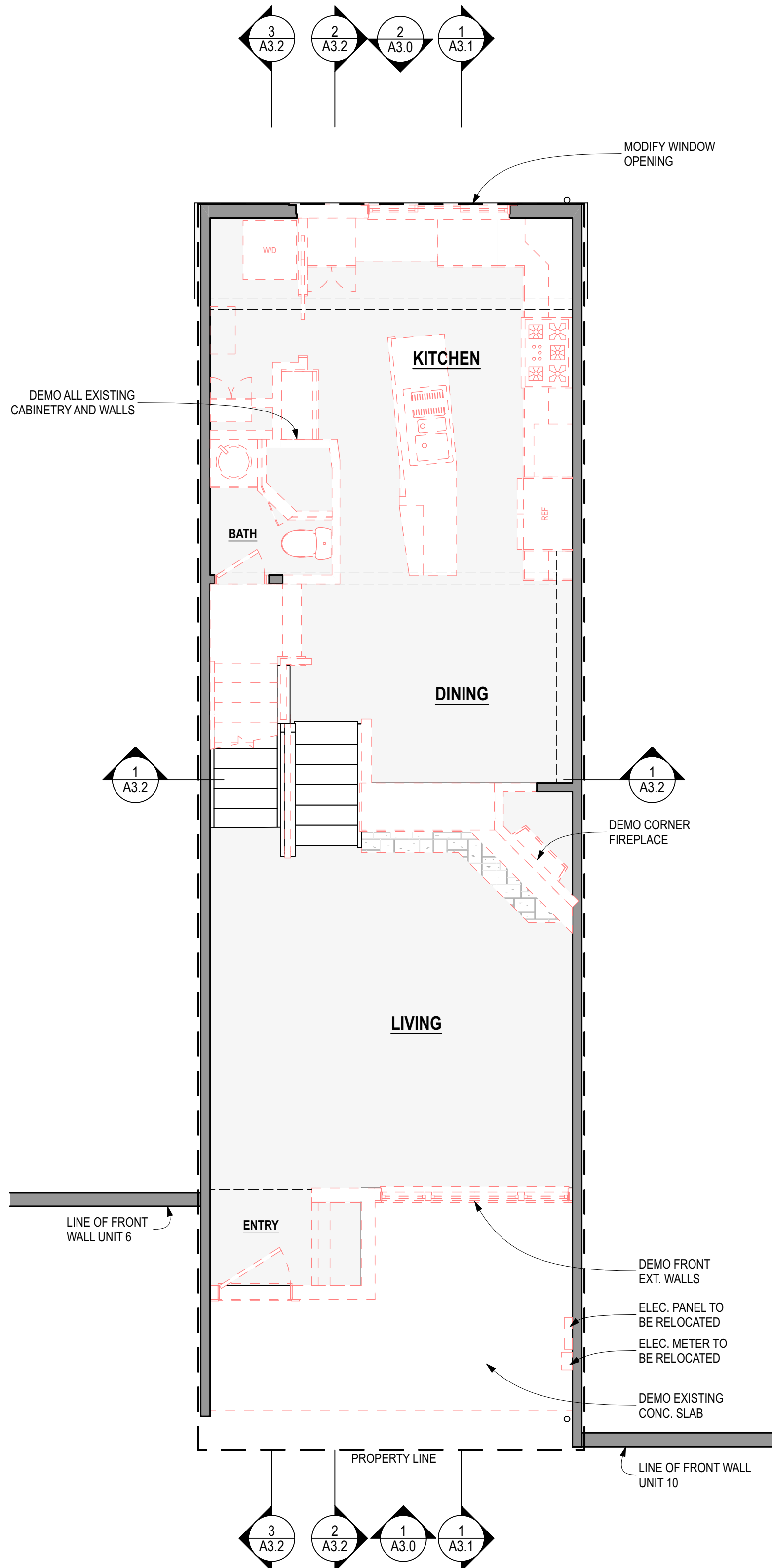
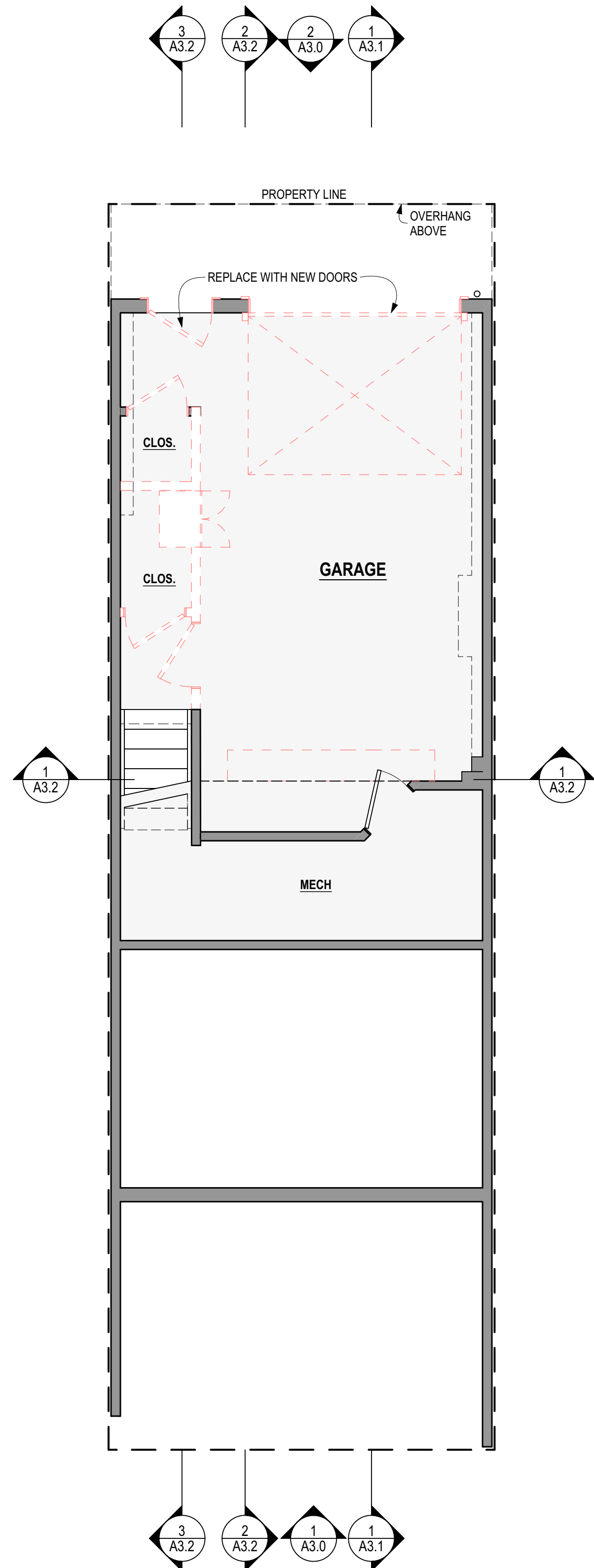
SYMBOLS

EXISTING AREA DIAGRAMS

REFERENCE SYMBOLS

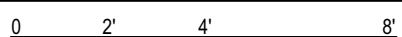
	DEMO ITEMS
	EXISTING WALLS
	NEW WALLS
	HIDDEN EDGE
	HIDDEN EDGE
	DOOR SYMBOL (EXTERIOR OR INTERIOR)
	WINDOW SYMBOL
	SKYLIGHT SYMBOL
	WALL TYPE

	BUILDING OR WALL SECTION NO. OVER SHEET NO.
	DETAIL NO. OVER SHEET NO.
	ELEVATION NO. OVER SHEET NO.
	LEVEL LINE OR DATUM
	SPOT ELEVATION (N)
	NEW OR FINISHED CONTOURS
	EXISTING CONTOURS



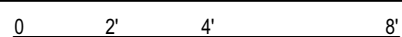
1 EXISTING GARAGE PLAN

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



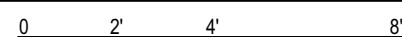
② EXISTING KITCHEN/LIVING LEVEL PLAN

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



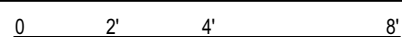
② EXISTING BEDROOM LEVEL PLAN

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



④ EXISTING ATTIC/ROOF PLAN

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



**CIRILLO ADDITION -
CEDARDS TOWNHOMES**

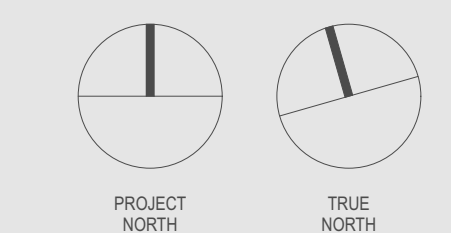
Date: 6/5/2

[illegible]

Notes:

1. Although every effort has been made in preparing these plans and checking them for accuracy, the contractors must check all details and dimensions and be responsible for same. The contractor shall be responsible for making sure that all work is done in accordance with all state and local codes.
2. All dimensions are shown to F.O. FINISH unless otherwise noted.

North



EXISTING FLOOR PLANS

A2.0

Sheet No.

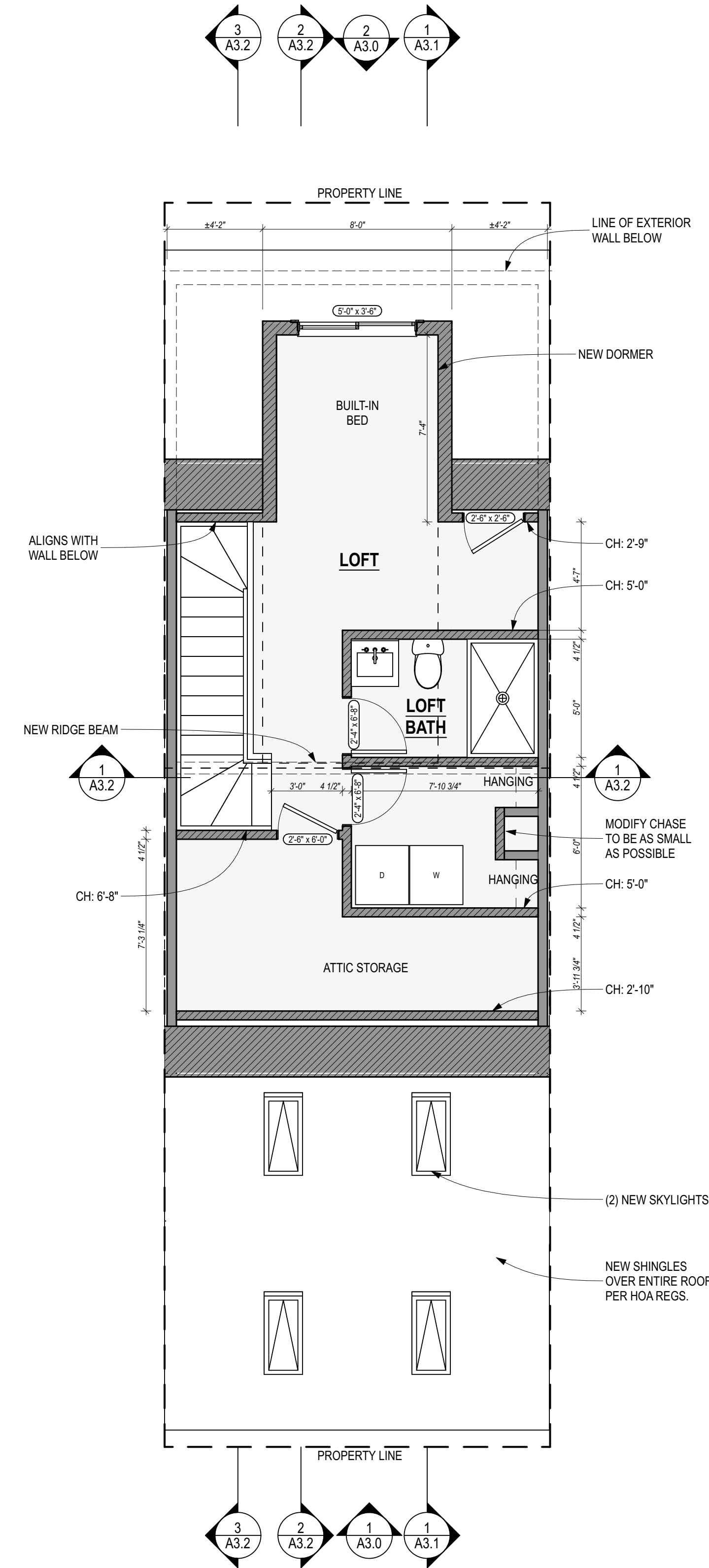
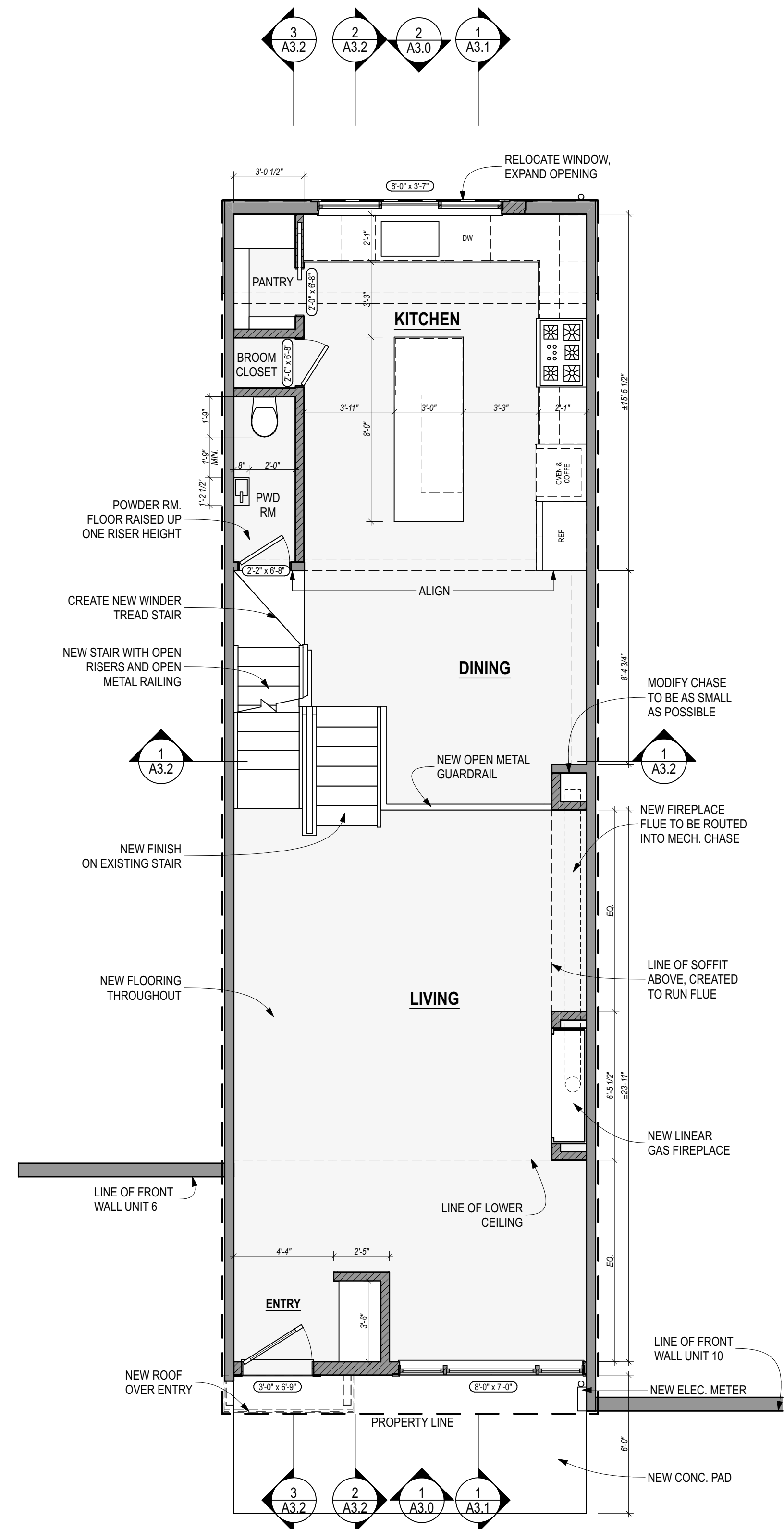
PROPOSED AREA DIAGRAMS

PROPOSED GARAGE LEVEL
352 sq ft

PROPOSED KITCHEN/LIVING LEVEL
819 sq ft
(ADDING 111 sq ft.)

PROPOSED BEDROOM LEVEL
773 sq ft

PROPOSED LOFT LEVEL
291 sq ft
(ADDING 291 sq ft)
(AREA > 5'-0" CH)



4 PROPOSED LOFT PLAN
SCALE: 1/4" = 1'-0"

CIRILLO ADDITION - CEDARDS TOWNHOMES

Date: 6/5/25

[illegible]

Notes:

1. Although every effort has been made in preparing these plans and checking them for accuracy, the contractors must check all details and dimensions and be responsible for same. The contractor shall be responsible for making sure that all work is done in accordance with all state and local codes.
2. All dimensions are shown to F.O. FINISH unless otherwise noted.

North

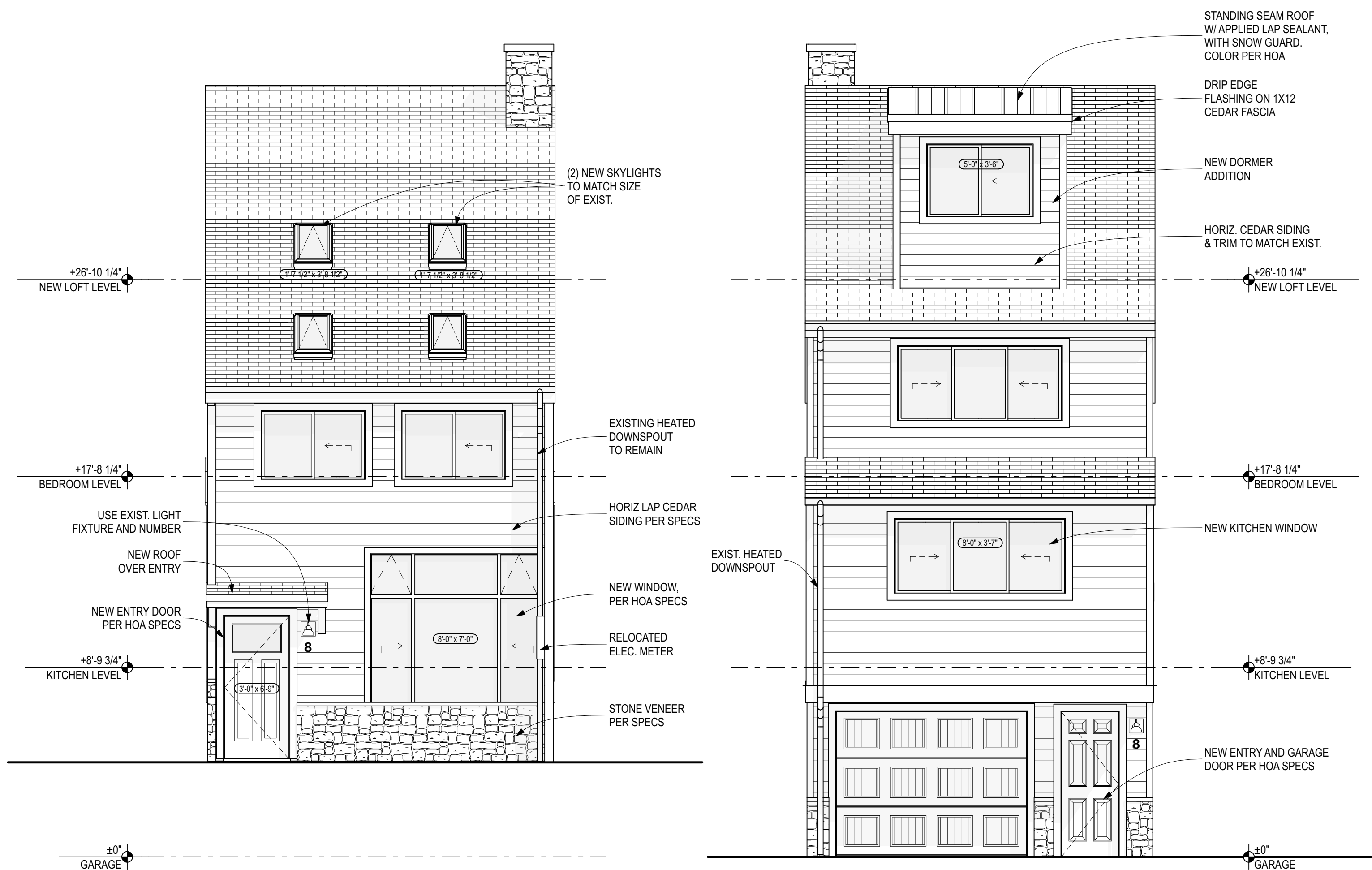
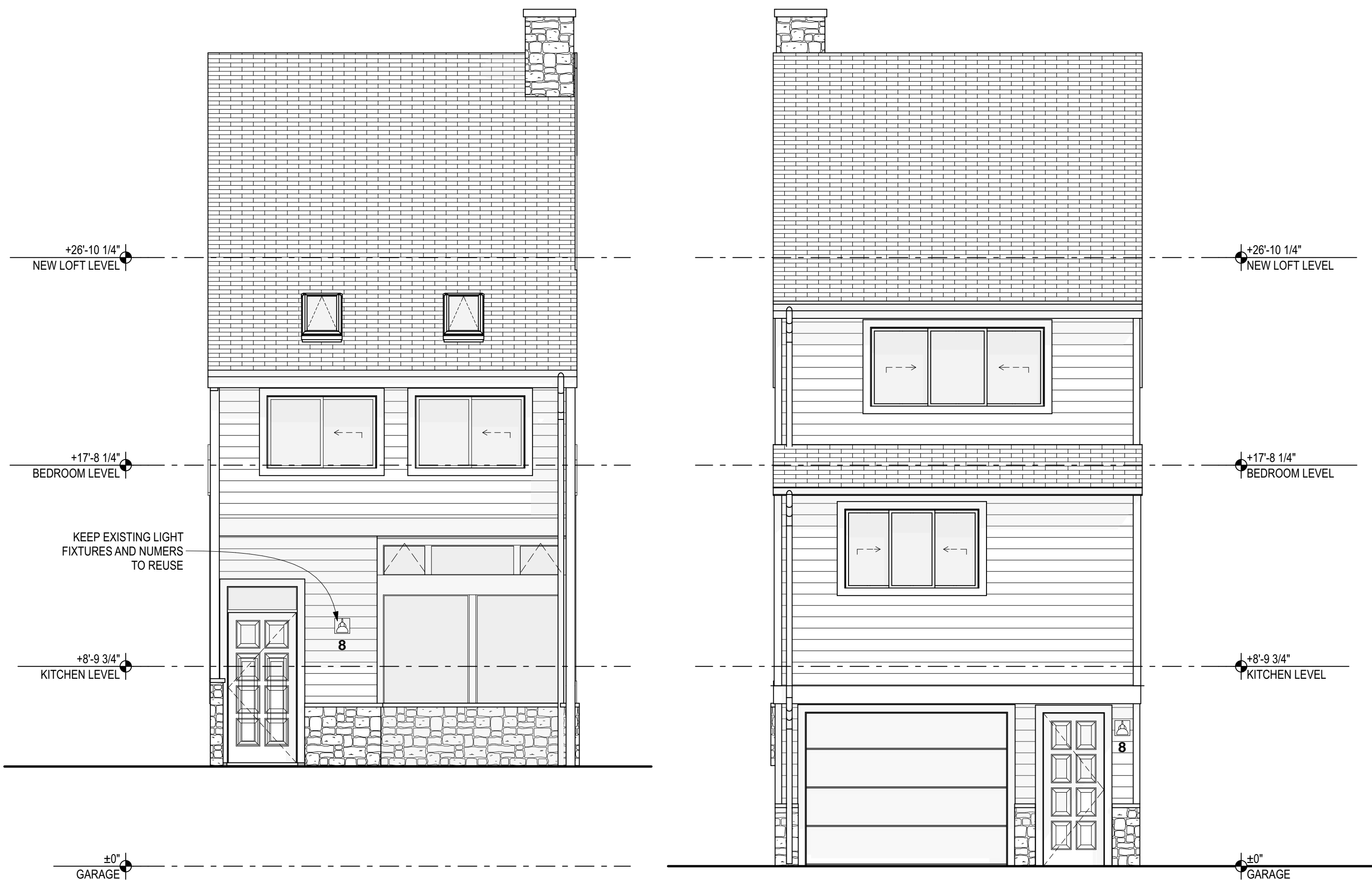
PROJECT NORTH

TRUE NORTH

ELEVATIONS

A3.0

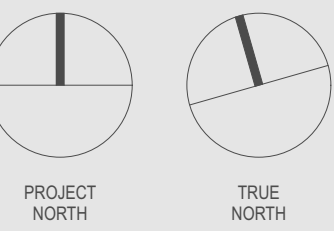
Page 39 of 40



[illegible]

Although every effort has been made in preparing these plans and checking them for accuracy, the contractors must check all details and dimensions and be responsible for same. The contractor shall be responsible for making sure that all work is done in accordance with all state and local codes.

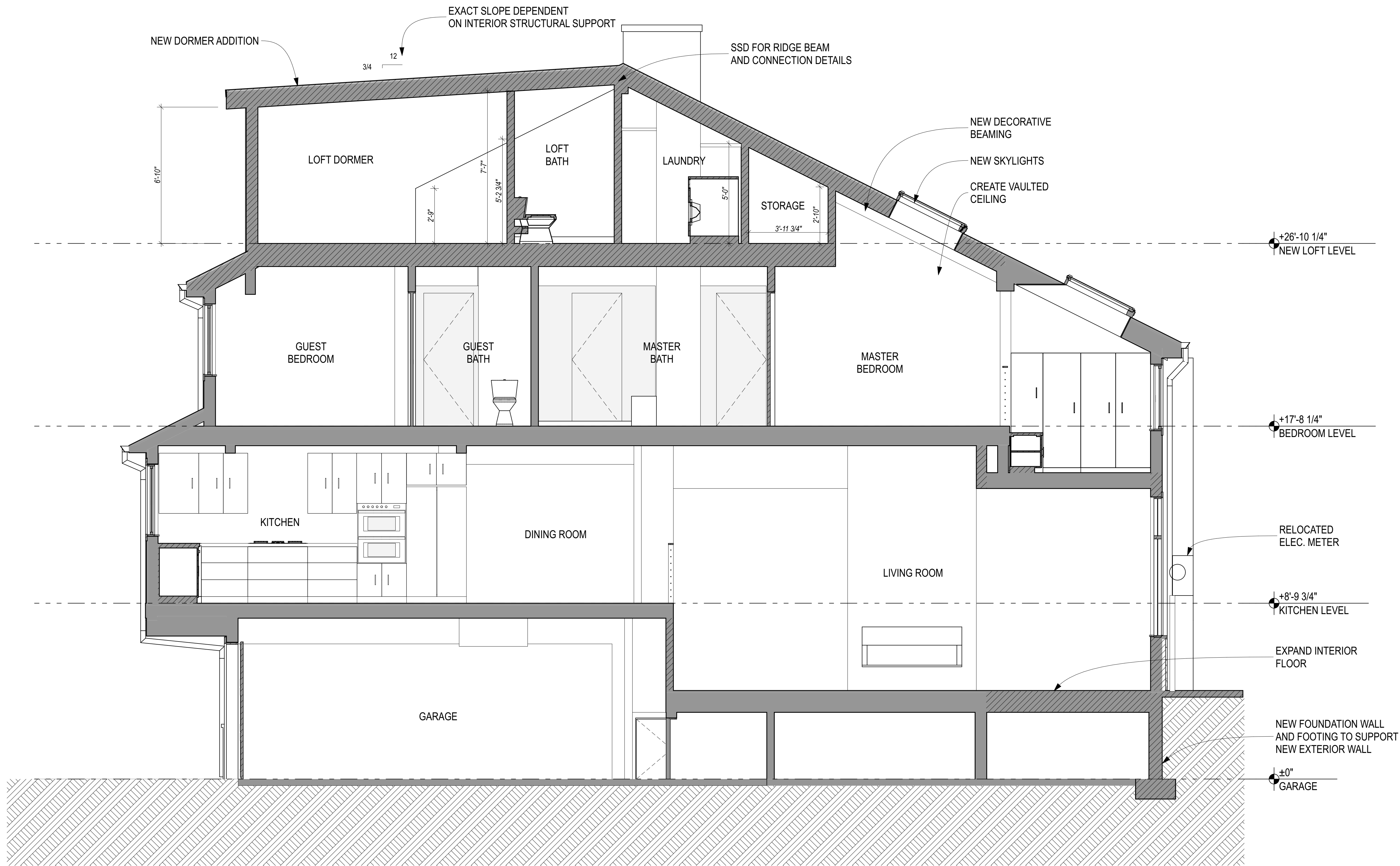
All dimensions are shown to F.O. FINISH unless otherwise noted.



EXERCISES

A3.1

Page 40 of 2



1 N-S SECTION THRU KITCHEN
SCALE: 3/8" = 1'-0"





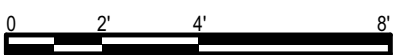
505 VILLAGE RD UNIT 18R BRECKENRIDGE, CO 80424

[illegible]

PROJECT NORTH

TRUE NORTH

Page 41 of 29





TOWN OF BRECKENRIDGE
COMMUNITY DEVELOPMENT

Class C Major Single Family Development Review Staff Report

Project Title:	Gastman Duplex Addition	
Proposal:	A proposal for an addition of 902 sq. ft. to an existing 3,026 sq. ft. duplex residence with five (5) bedrooms, four (4) bathrooms, and a one car garage. The addition proposal includes two (2) new living areas, two (2) new decks, front porch, entry foyer, and a one (1) car garage. All existing materials will be matched on the addition.	
PC#:	PL-2025-0176	
Project Manager:	Ellie Muncy, Planner I	
PC Meeting Date:	July 15, 2025	
Preapplication Meeting Date (REQUIRED):	April 18, 2025	Clif Cross
Date of Report:	July 8, 2025	
Property Owner:	Mark and S. Mignon Gastman	
Agent:	Sonny Neely, Neely Architecture	
Proposed Use:	Duplex Residence	
Address:	18 Timber Hill Drive	
Legal Description:	Lot 4-A, Warrior's Mark West Sub #6	
Area of Site in Square Feet:	5,663 sq. ft.	0.130 acres
Existing Site Conditions:	The rectangular shaped lot is bordered by adjacent residential structures and accessed off of Timber Hill Drive from the North. The lot is covered with mature tree growth and shrubs, but does not feature a Building or Disturbance Envelope. There is a Private Access and Utility Easement on the northern portion of the lot for driveway access to the duplex structure. The existing duplex structure was constructed in 1980 and this unit contains five (5) bedrooms and four (4) bathrooms. It is a three level residence with 2,774 sq. ft. of living space and a one (1) car garage with 252 sq. ft.. The residence features primarily diagonal natural wood siding and an asphalt shingle roof.	
Area of building:	Proposed Addition Square Footage	Existing Square Footage
Finished Half Level:*		210 sq. ft.
Upper Level:	170 sq. ft.	420 sq. ft.
Main Level:	351 sq. ft.	1,184 sq. ft.
Lower Level:	56 sq. ft.	960 sq. ft.
Total Livable:	577 sq. ft.	2,564 sq. ft.
Garage and Mechanical:	325 sq. ft.	252 sq. ft.
Total Density:	902 sq. ft.	2,816 sq. ft.
	* Staff finds the finished half story identified by the Summit County Assessor's records is not livable density per the Town of Breckenridge's Definitions. Due to this space not having a ceiling height of five feet (5') or greater, this space is not recognized as density. Additionally, staff finds attics and crawl spaces shall be excluded from calculating the total floor area for density calculations.	
Code Policies (Policy #)		
Land Use District (2A/2R):	30.5	
Density (3A/3R):	Unlimited	Proposed: 3,718 sq. ft.

Above Ground Density (3/A):	1:2.00 or 4,500 sq. ft. (whichever is lesser)	Proposed: 3,258 sq. ft.
	Allowed: 3,114.5 sq. ft.	Allowed with modified calculation: 3,364.5 sq. ft.
	The density calculation above includes 250 sq. ft. of additional square footage allowed for Duplexes per 9-1-19-3A(l)(3) & 9-1-19-3A(l)(4).	
F.A.R.	1:1.74 FAR	
Staff Density Calculation Overview:		
	Proposed Total Density	3,928 sq. ft.
	<i>Finished Half Level Exemption</i>	210 sq. ft.
	Recognized Total Density	3,718 sq. ft.
	<i>Belowground Density Exemption</i>	460 sq. ft.
	Recognized Aboveground Density	3,258 sq. ft.
	Proposed	Existing
No. of Main Residence Bedrooms:	No Change	5 bedrooms
No. of Main Residence Bathrooms:	No Change	4.0 bathrooms
Height (6A/6R):	33.9 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.:	1,628 sq. ft.	28.75%
Hard Surface/Non-Permeable Sq. Ft.:	1,917 sq. ft.	33.85%
Open Space / Permeable:	2,656 sq. ft.	46.90%
Snowstack (13A/13R):		
Required Square Footage:	387 sq. ft.	25% of paved surfaces is required
Proposed Square Footage:	387 sq. ft.	(25.00% of paved surfaces)
Parking (18A/18R):		
Existing:	4 spaces	
Proposed:	4 spaces	
Fireplaces (30A/30R):	No Change	
Building/Disturbance Envelope?	None	
Setbacks (9A/9R):		
	25' Required: Front Yard Setback	56' Proposed: Front Yard Setback
	7.5' Required: Side Yard Setback	No Change
		No Change
	25' Required: Rear Yard Setback	No Change
Architectural Compatibility (5/A & 5/R):	The proposed architecture and finishes complement the existing array of homes in the neighborhood. All proposed finishes of the addition are to match the existing facade.	

Exterior Materials and Colors:	See Attached Color/Material Board All Exterior Finishes to match Existing Natural materials. Windows: To Match Existing Wood Siding: To Match Existing in SW "Black Fox" Trim: To Match Existing in SW "Tricorn Black" Stone Veneer: Natural Stone in "Moonlight"	
Roof:	"Onyx Black" Shingle Roof to match existing	
Landscaping (22A/22R): Staff finds that sufficient mature coniferous and deciduous trees exist to provide screening/buffering from the surrounding properties. The applicant is not proposing additional plantings with this project.		
Defensible Space (22A):	Complies	
Drainage (27A/27R):	Positive drainage away from the residence is proposed.	
Driveway Slope:	No change to existing	
Exterior Lighting (9-12):	Complies	
Staff Action:	Staff approves the Gastman Duplex Addition, PL-2025-0176, Lot 4-A, Warrior's Mark West Sub #6, with a passing point analysis of zero (0) points, located at 18 Timber Hill Drive, with the attached Findings and Conditions.	
Additional Findings	6. Staff finds the finished half story identified by the Summit County Assessor's records is not livable density per the Town of Breckenridge's Definitions. Due to this space not having a ceiling height of five feet (5') or greater, this space is not recognized as density. Additionally, staff finds attics and crawl spaces shall be excluded from calculating the total floor area for density calculations.□	
Additional Conditions of Approval:	7. An improvement location certificate of the height of the top of the foundation wall, the top of the second story plate 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.	

TOWN OF BRECKENRIDGE

Gastman Duplex Addition
Lot 4-A, Warriors Mark West #6
18 Timber Hill Drive
PL-2025-0176

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 **July 8, 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 **July 15, 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 finished half story identified by the Summit County Assessor's records is not livable density per the Town of Breckenridge's Definitions. Due to this space not having a ceiling height of five feet (5') or greater, this space is not recognized as density. Additionally, staff finds attics and crawl spaces shall be excluded from calculating the total floor area for density calculations.**
7. **Staff finds the project is eligible for 250 sq. ft. of additional density square footage allowed for duplexes with an originating development permit issued prior to November 11, 2009 and where there has been no addition since, per [9-1-19-3A\(D\)\(3\)](#) & [9-1-19-3A\(D\)\(4\)](#).**

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 eighteen (18) months from date of issuance, on **January 22, 2027**, 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. Applicant shall field locate utility service lines to avoid existing trees.
7. **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.**
8. All hazardous materials used in construction of the improvements authorized by this permit shall be disposed of properly off site.
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.

PRIOR TO ISSUANCE OF BUILDING PERMIT

10. Applicant shall submit proof of ownership of the project site.
11. Applicant shall submit and obtain approval from the Town Engineer of final drainage, grading, utility, and erosion control plans.
12. 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.
13. 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.
14. 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.
15. **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.**
16. 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.

17. **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.**
18. 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

19. Applicant shall revegetate all disturbed areas with a minimum of 2 inches topsoil, seed and mulch.
20. 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.
21. Applicant shall remove all vegetation and combustible material from under all eaves and decks.
22. Applicant shall create defensible space around all structures as required in Policy 22 (Absolute) Landscaping.
23. 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.
24. Applicant shall screen all utilities.
25. **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.**
26. 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.
27. 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.

28. 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.**
29. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.
30. **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.**
31. 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)



STRUCTURAL ENGINEER

SUNDQUIST DESIGN GROUP, INC.
JOE SUNDQUIST
P.O. BOX 249
TARPON SPRINGS, FL. 34688
303.838.2222
www.sundquistdesign.com

SURVEYOR

SCHMIDT LAND SURVEYING, INC.
P.O. BOX 5761
FRISCO, CO. 80443
970.409.9963

GENERAL CONTRACTOR

TBD

ARCHITECT

NEELY ARCHITECTURE
SONNY NEELY
P.O. BOX 3687
BRECKENRIDGE, COLORADO 80424
970.390.6402
neelyarchitecture@gmail.com

OWNER

GASTMAN'S

SHEET INDEX

G1.1 COVER SHEET

ORIGINAL SURVEY

L1.1 SITE PLAN

ORIGINAL TOPOGRAPHIC SURVEY

A1.1 1ST and 2ND FLOOR PLAN
A1.2 3RD and 4TH FLOOR PLAN
A1.3 ROOF PLAN and DETAILS
A2.1 BUILDING ELEVATIONS
A3.1 BUILDING SECTIONS
A3.2 BUILDING SECTIONS

S2.1 FOUNDATION PLAN and FOUNDATION DETAILS
S2.2 2ND FLOOR FRAMING PLAN and FRAMING DETAILS
S2.3 3RD FLOOR FRAMING PLAN and STRUCTURAL NOTES
S2.4 ROOF FRAMING PLAN and FRAMING DETAILS

U.S.G.S. DATUMS (existing)

	ARCH'L	U.S.G.S.
LOWER FLOOR	100'-0"	9,975.07'

GENERAL PROJECT NOTES

GENERAL

1. ALL EXTERIOR WALLS ARE 2X6 FRAME CONSTRUCTION.
2. ALL INTERIOR WALLS ARE 2X4 FRAME CONSTRUCTION, UNLESS NOTED OTHERWISE.
3. ALL PLUMBING WALLS ARE 2X6 FRAME CONSTRUCTION, UNLESS NOTED OTHERWISE.
5. ALL INTERIOR WALLS TO HAVE 5/8" GYPSUM BOARD FINISH WALLS.

DISCREPANCIES

1. ANY DISCREPANCIES FOUND WITHIN THE CONSTRUCTION DOCUMENTS SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY. ANY FAILURE TO REPORT DISCREPANCIES SHALL RELIEVE THE ARCHITECT OF ANY CONSEQUENCES WHICH MAY ARISE.

2. SHOULD A CONFLICT OCCUR IN OR BETWEEN DRAWINGS AND SPECIFICATIONS, THE SPECIFICATIONS SHALL TAKE PRECEDENCE. THIS IS THE CASE UNLESS A WRITTEN DECISION FROM THE ARCHITECT DESCRIBING A CLARIFICATION OR ALTERNATE METHOD AND/OR MATERIALS HAS BEEN OBTAINED.

3. CHANGES OR SUBSTITUTIONS TO THE DESIGN OR TO PRODUCTS WHICH WERE SPECIFIED IN THE CONSTRUCTION DOCUMENTS WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL FROM THE OWNER, ARCHITECT AND/OR STRUCTURAL ENGINEER. ANY CHANGES IN THE FIELD TO THE ORIGINAL DESIGN SHALL RELIEVE THE ARCHITECT OF ANY CONSEQUENCES THAT MAY ARISE.

STRUCTURAL CHANGES

1. ANY CHANGES IN THE FIELD TO THE STRUCTURAL PLANS SHALL RELIEVE THE ARCHITECT AND THE STRUCTURAL ENGINEER OF ANY CONSEQUENCES THAT MAY ARISE. ANY PROPOSED CHANGES TO THE STRUCTURAL DOCUMENTS MUST BE APPROVED BY THE ARCHITECT AND STRUCTURAL ENGINEER IN WRITING.

DIMENSIONS

1. ALL DIMENSIONS ARE EITHER TO FACE OF STUD OR CENTER TO CENTER UNLESS NOTED OTHERWISE.
2. STRUCTURAL DIMENSIONS OVERRIDE ARCHITECTURAL DIMENSIONS. DIMENSION CALLOUTS OVERRIDE SCALED MEASUREMENTS.

INSULATION MINIMUMS (PER IRC 2018):

- A. ABOVE GRADE WALLS R-21 MINIMUM
- B. FLOORS (TO THE EXTERIOR) R-38 MINIMUM
- C. ROOF/ CEILINGS R-49 MINIMUM
- D. WALLS BETWEEN BEDROOMS & OTHER SPACES R-11

MIN. E. FOUNDATION R-10 MINIMUM
-PER SUMMIT COUNTY'S ZERO ENERGY HOME PROGRAM, R-VALUES MAY DIFFER PER THIRD PARTY ENERGY REPORT. ENERGY REPORT WILL OVERRIDE MINIMUMS LISTED ABOVE.

VENTILATION:

1. ALL BATHROOMS ARE TO BE VENTED TO THE EXTERIOR WITH A FAN AND DUCT SYSTEM TO PROVIDE 5 AIR CHANGES PER HOUR (MINIMUM).

GENERAL WINDOW NOTES

1. GENERAL CONTRACTOR TO REVIEW ALL PLANS AND ELEVATIONS AND SECTIONS FOR VENTING OPERATION.
2. ALL VENTED UNITS TO BE PROVIDED WITH EXTERIOR SCREENS.
3. ALL GLASS PANELS (EXTERIOR) SHALL BE INSULATED PER LOCAL CODE REQUIREMENTS WITH A MINIMUM 5/8" AIRSPACE, WITH GLASS TO BE SUITABLE FOR INSTALLATION AT LOCATIONS HIGHER THAN 9,000' ABOVE SEA LEVEL. TEMPERED AS REQUIRED, ALL PER ALL LOCAL CODE REQUIREMENTS.

4. ALL EXTERIOR OPENINGS SHALL BE WRAPPED WITH 6" VYCOR WATERPROOF MEMBRANE, WITH BUILDING FELT OR HOUSEWRAP FULLY TURNED INSIDE OPENINGS PRIOR TO W.P. MEMBRANE AND WINDOW INSTALLATION. PROVIDE CONTINUOUS 1 1/2" X 1 1/2" HEAD FLASHING AT ALL EXTERIOR OPENINGS MINIMUM.

5. GENERAL CONTRACTOR AND WINDOW SUPPLIER TO CROSS REFERENCE PLANS AND ELEVATIONS AND SECTIONS FOR WINDOW QUANTITIES, SIZES, OPERATION, LOCATIONS, AND COORDINATE WITH THE BUILDING'S STRUCTURE AND CONSTRUCTION INCLUDING ALL EXISTING CONDITIONS, AND GENERAL CONTRACTOR TO NOTIFY ARCHITECT IN WRITING OF ANY DISCREPANCIES, OMISSIONS OR CONFLICTS BEFORE PLACING ANY ORDERS OR COMMENCING ANY WORK, AND TO RECEIVE WRITTEN APPROVAL/DIRECTION FROM THE ARCHITECT PRIOR TO PLACING ANY ORDERS OR COMMENCING ANY WORK.

6. GENERAL CONTRACTOR TO COORDINATE WITH WINDOW SUPPLIER FOR ANY ADDITIONAL REINFORCEMENT REQUIREMENTS TO ANY WINDOWS, ADDITIONAL STRUCTURE REQUIREMENTS AT WINDOW OPENINGS, AND FOR ALL ROUGH OPENING REQUIREMENTS.

7. WINDOW SUPPLIER AND GENERAL CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR ALL WINDOWS, INCLUDING SPECIAL OR CUSTOM WINDOWS, TO THE ARCHITECT FOR REVIEW AND APPROVAL IN WRITING PRIOR TO COMMENCING WITH ANY FABRICATION.

8. GENERAL CONTRACTOR TO COORDINATE ALL WINDOW ROUGH OPENING HEIGHTS WITH ALL PLANS, ELEVATIONS AND SECTIONS.

9. ALL WINDOWS SHALL MEET ALL CODE REQUIREMENTS.

10. ALL EXTERIOR WINDOWS TO BE OF PRE-FINISHED ALUMINUM CLAD WOOD CONSTRUCTION U.N.O.

11. SEE ELEVATIONS & FLOOR PLAN FOR WINDOW LABEL SYMBOLS. SYMBOLS COORDINATE WITH ATTACHED WINDOW SCHEDULE.

GENERAL DOOR NOTES

1. GENERAL CONTRACTOR TO REVIEW ALL PLANS AND ELEVATIONS AND SECTIONS FOR DOOR LOCATIONS, SIZES AND SWINGS.
2. ALL EXTERIOR DOORS ARE TO HAVE WEATHER-STRIPPING AND SILLS (THRESHOLDS) SET IN SEALANT (TYP).
3. ALL GLASS PANELS (EXTERIOR) SHALL BE INSULATED PER CODE (MIN. 5/8" AIRSPACE) AND GLASS TO BE SUITABLE FOR INSTALLATION HIGHER THAN 9,000' ABOVE SEA LEVEL AND TEMPERED AS REQUIRED ALL PER LOCAL CODE REQUIREMENTS.

4. ALL EXTERIOR SHIM SPACES AT DOORS TO BE FULLY INSULATED.

5. ALL EXTERIOR OPENINGS SHALL BE WRAPPED WITH 6" VYCOR WATERPROOF MEMBRANE, WITH BUILDING FELT OR HOUSEWRAP FULLY TURNED INSIDE OPENINGS PRIOR TO W.P. MEMBRANE AND DOOR INSTALLATION. PROVIDE CONTINUOUS 1 1/2" X 1 1/2" HEAD FLASHING AT ALL EXTERIOR OPENINGS MINIMUM.

6. GENERAL CONTRACTOR AND DOOR SUPPLIER TO CROSS REFERENCE PLANS AND ELEVATIONS AND SECTIONS FOR DOOR QUANTITIES, SIZES, OPERATION, LOCATIONS, AND COORDINATE WITH THE BUILDING'S STRUCTURE AND CONSTRUCTION INCLUDING ALL EXISTING CONDITIONS, AND GENERAL CONTRACTOR TO NOTIFY ARCHITECT IN WRITING OF ANY DISCREPANCIES, OMISSIONS OR CONFLICTS BEFORE PLACING ANY ORDERS OR COMMENCING ANY WORK, AND TO RECEIVE WRITTEN APPROVAL/DIRECTION FROM THE ARCHITECT PRIOR TO PLACING ANY ORDERS OR COMMENCING ANY WORK.

7. GENERAL CONTRACTOR TO COORDINATE WITH DOOR SUPPLIER FOR ANY ADDITIONAL REINFORCEMENT REQUIREMENTS TO ANY GLAZING, ADDITIONAL STRUCTURE REQUIREMENTS AT DOOR OPENINGS, AND FOR ALL ROUGH OPENING REQUIREMENTS.

8. DOOR SUPPLIER AND GENERAL CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR ALL SPECIAL, CUSTOM AND EXTERIOR DOORS.

9. GENERAL CONTRACTOR TO COORDINATE ALL DOOR ROUGH OPENING HEIGHTS WITH ALL PLANS, ELEVATIONS AND SECTIONS, AND HEAD HEIGHTS ARE TO ALIGN AT EACH LEVEL U.N.O.. GENERAL CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS.

10. ALL DOORS TO BE SOLID CORE CONSTRUCTION (U.N.O.)

11. ALL DOORS SHALL MEET ALL CODE REQUIREMENTS

12. ALL INTERIOR DOORS TO BE CENTERED IN WALLS OR OFFSET 4" FROM CLOSEST WALL PER PLANS.

13. SEE FLOOR PLANS AND ELEVATIONS FOR ALL DOOR LABEL SYMBOLS. SYMBOLS COORDINATE WITH DOOR SCHEDULES.

LEGAL DESCRIPTION

LOT 4-A, A RESUBDIVISION OF LOT 4
WARRIOR'S MARK WEST, FILING #6
SUMMIT COUNTY, COLORADO

AREA CALCULATIONS (existing)

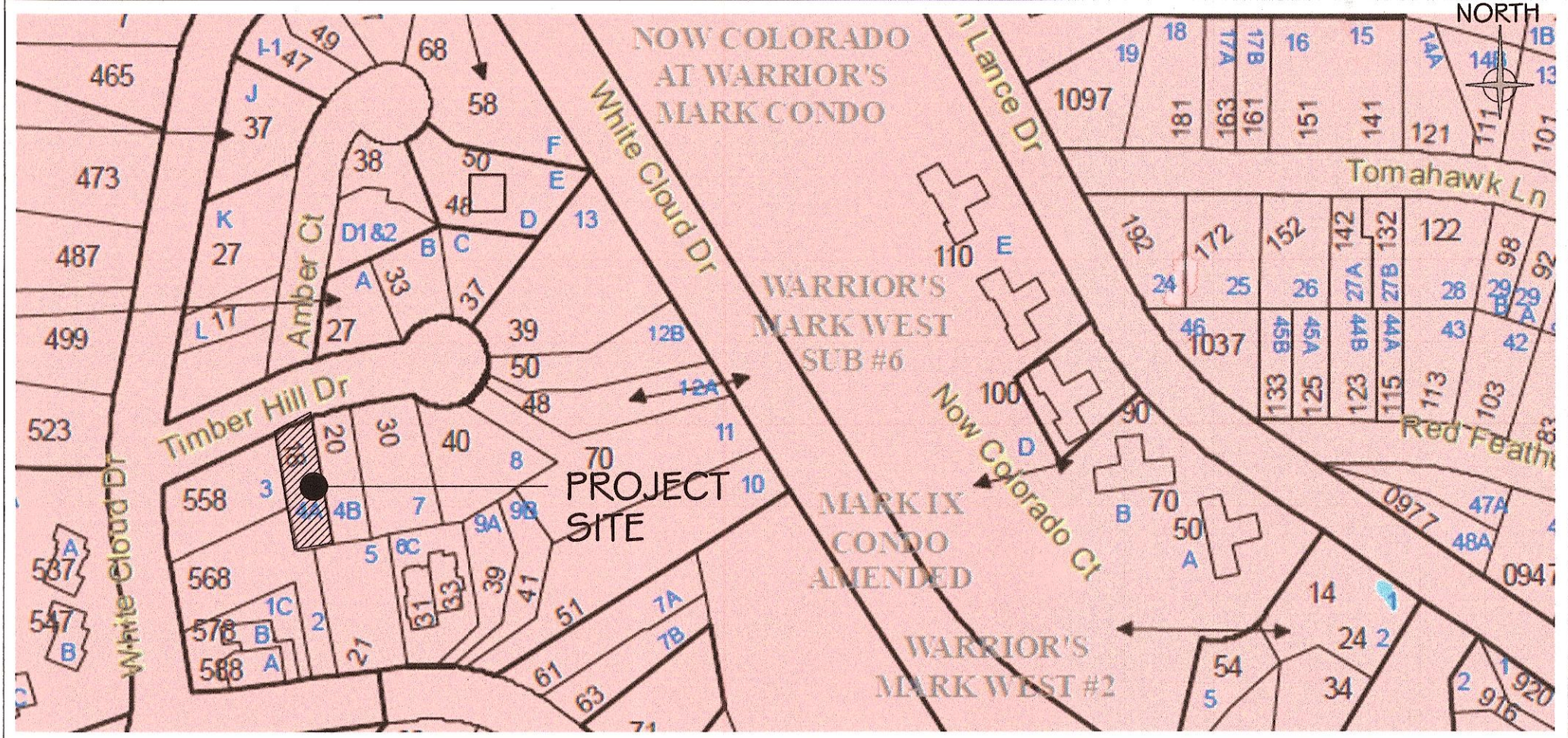
	FINISHED	UNFINISHED	TOTAL
1ST FLOOR	960	252	1,231 sf
2ND FLOOR	1,184	00	1,203 sf
3RD FLOOR	420	00	473 sf
4TH FLOOR	210	00	210 sf
TOTAL	2,774 sf	252 sf	3,026 sf

AREA CALCULATIONS (new)

	FINISHED	UNFIN.	TOTAL	
1ST FLOOR	56	325	381 sf	= 23.6%
2ND FLOOR	351	00	351 sf	= 22.6%
3RD FLOOR	170	00	170 sf	= 26.4%
4TH FLOOR	00	00	00 sf	= 00%
TOTAL	577 sf	325 sf	902 sf	= 22.3%

VICINITY MAP

N.T.S.



NEELY ARCHITECTURE

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Breckenridge, Colorado 80424

GASTMAN REMODEL
18 TIMBER HILL DRIVE (LOT 4-A, A RE-SUB. OF LOT 4)
SUMMIT COUNTY, COLORADO

DATE: 07.08.25

JOB NO.: NA.22

REVISIONS:

COVER SHEET

G1.1

- GENERAL SITE NOTES
1. THE CONTRACTOR IS TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO ANY EXCAVATION.

2. ALL EXISTING TREES AND LANDSCAPING ARE TO REMAIN UNLESS OTHERWISE NOTED. THEY ARE TO BE FLAGGED AND PROTECTED DURING ALL CONSTRUCTION.

3. FINISH GRADE IS TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE FOUNDATION VIA SWALES, DRAINS, ETC. AT ALL LOCATIONS.

4. ALL DISTURBED AREAS NOT DESIGNATED AS SHRUB BEDS OR PERENNIAL BEDS SHALL BE RE-VEGETATED WITH NATIVE GRASS SEED MIX.

5. PROVIDE 6" DIA. STONE RIP RAP OVER WEED BARRIER FABRIC AT EAVES AND VALLEY DRIP LOCATIONS.

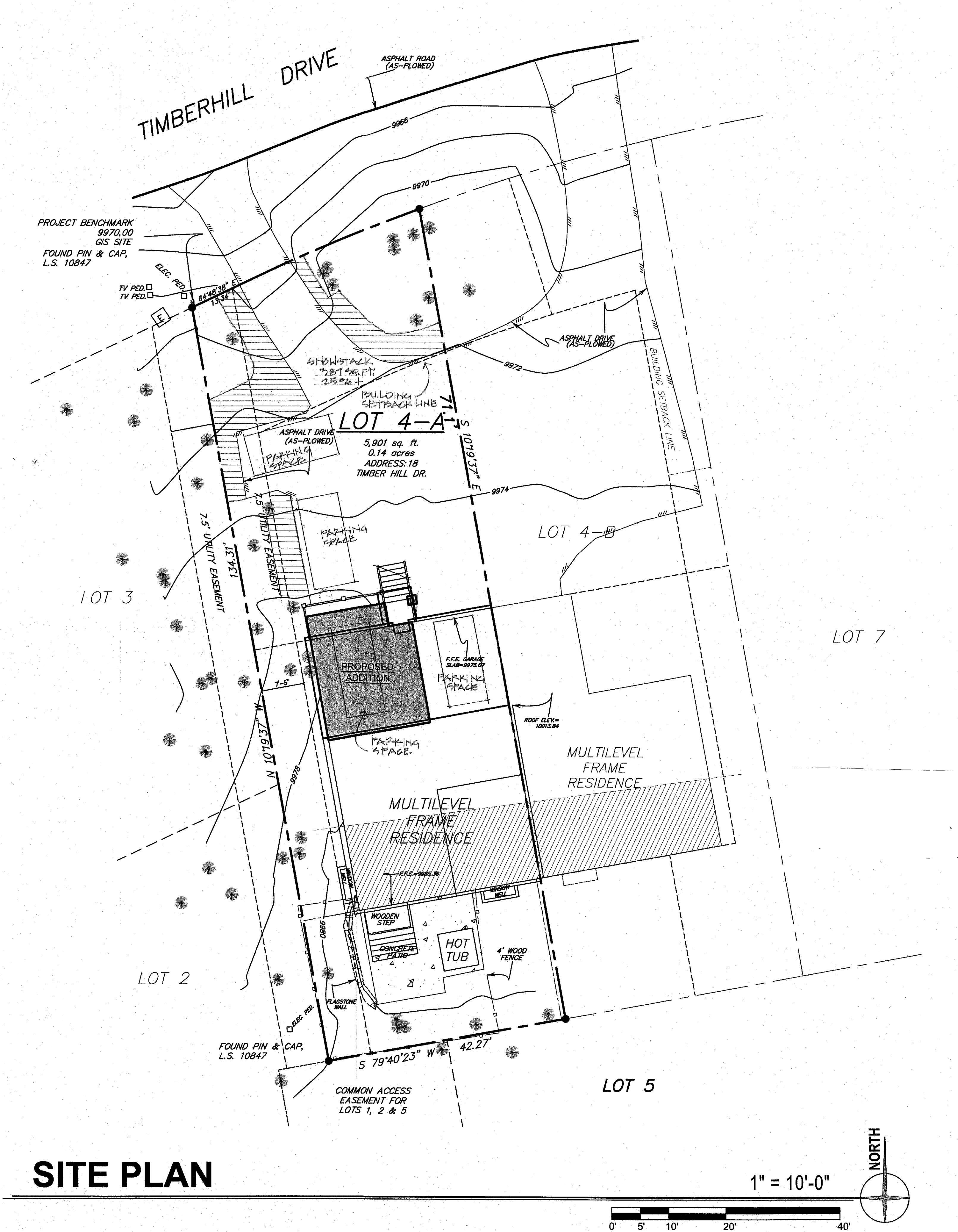
6. SEE ATTACHED ENGINEERED DRAWINGS FOR BOULDER RETAINING WALL DESIGNS. (NOT APPLICABLE)

SITE CALCULATIONS

PERVIOUS VS. IMPERVIOUS	SQ. FT. (NEW)	%	EXISTING
DRIVEWAY	117		1500
PATIOS AND WALKS	0	> 01%	700
BUILDING	798	32%	1200
OPEN SPACE	2656	45%	
TOTAL (SITE)	5901 SF	100%	
SNOWSTACK	00	25%	387

BUILDING HEIGHT CALCULATIONS

POINT FINISHED AS MEASURED ELEVATION CALCULATION	HEIGHT
GRADE ELEV. FROM	(USGS)
A 9975.07 PAVEMENT 10008.75 10008.75-9975.07 33.67'	
B 9975.07 PAVEMENT 9995.57 9995.57-9975.07 20.5'	



NEELY ARCHITECTURE

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GASTMAN REMODEL

18 TIMBER HILL DRIVE (LOT 4-A, A RE-SUB. OF LOT 4)

SUMMIT COUNTY, COLORADO

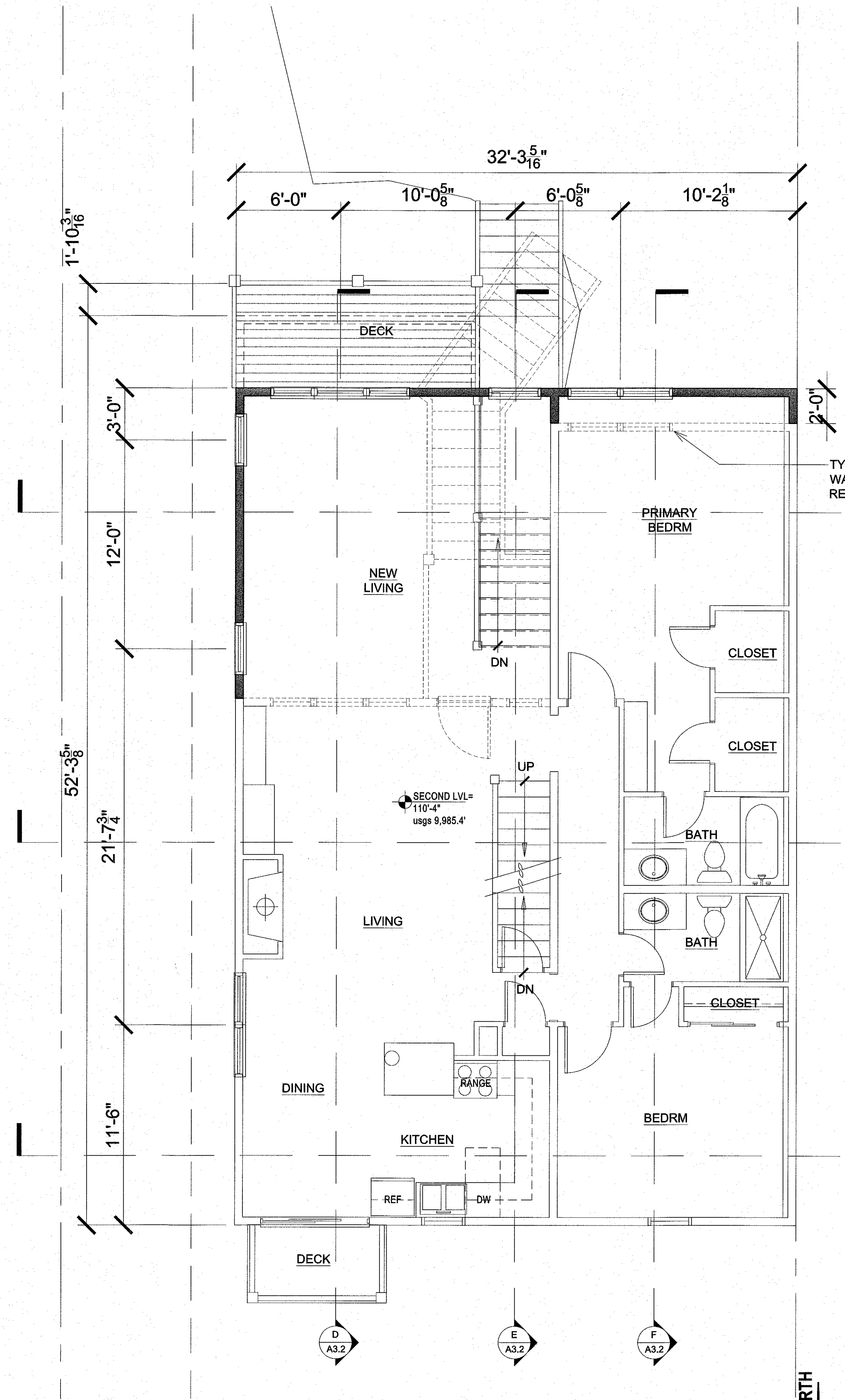
DATE: 06.21.25

JOB NO.: 07.08.25

REVISIONS: NA.22

SITE and LANDSCAPE PLAN

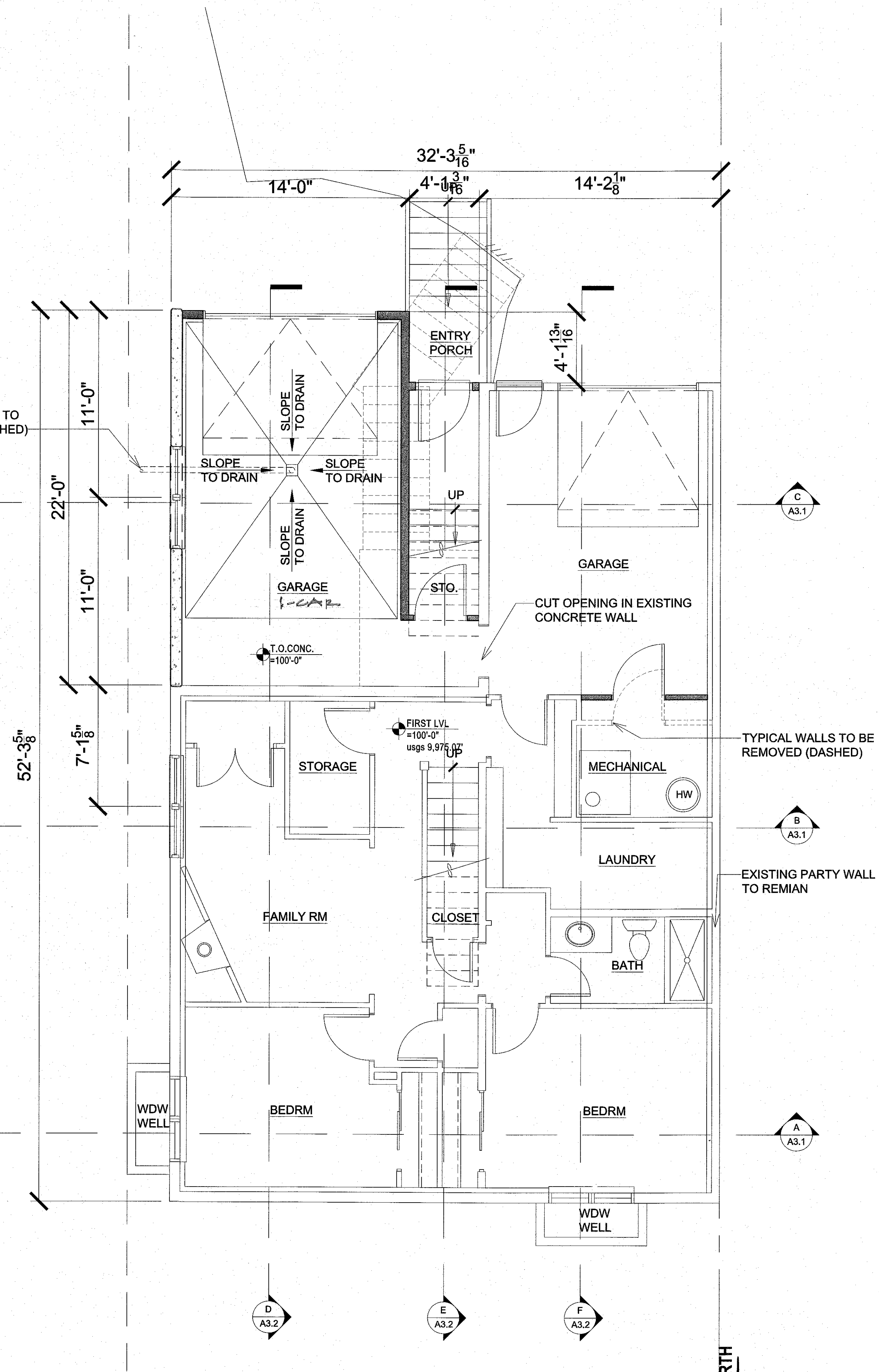
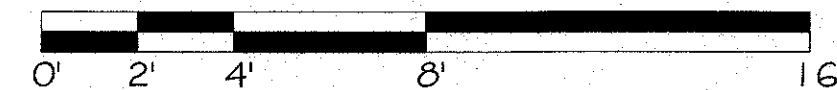
L1.1



SECOND FLOOR PLAN

1/4" = 1'-0"

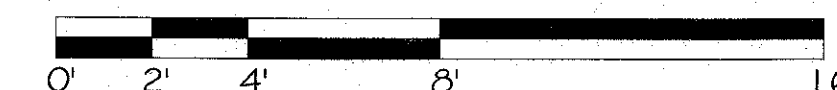
EXISTING	NEW
1184 SQ. FT. FINISHED	351 SQ. FT. FINISHED
00 SQ. FT. UNFINISHED	

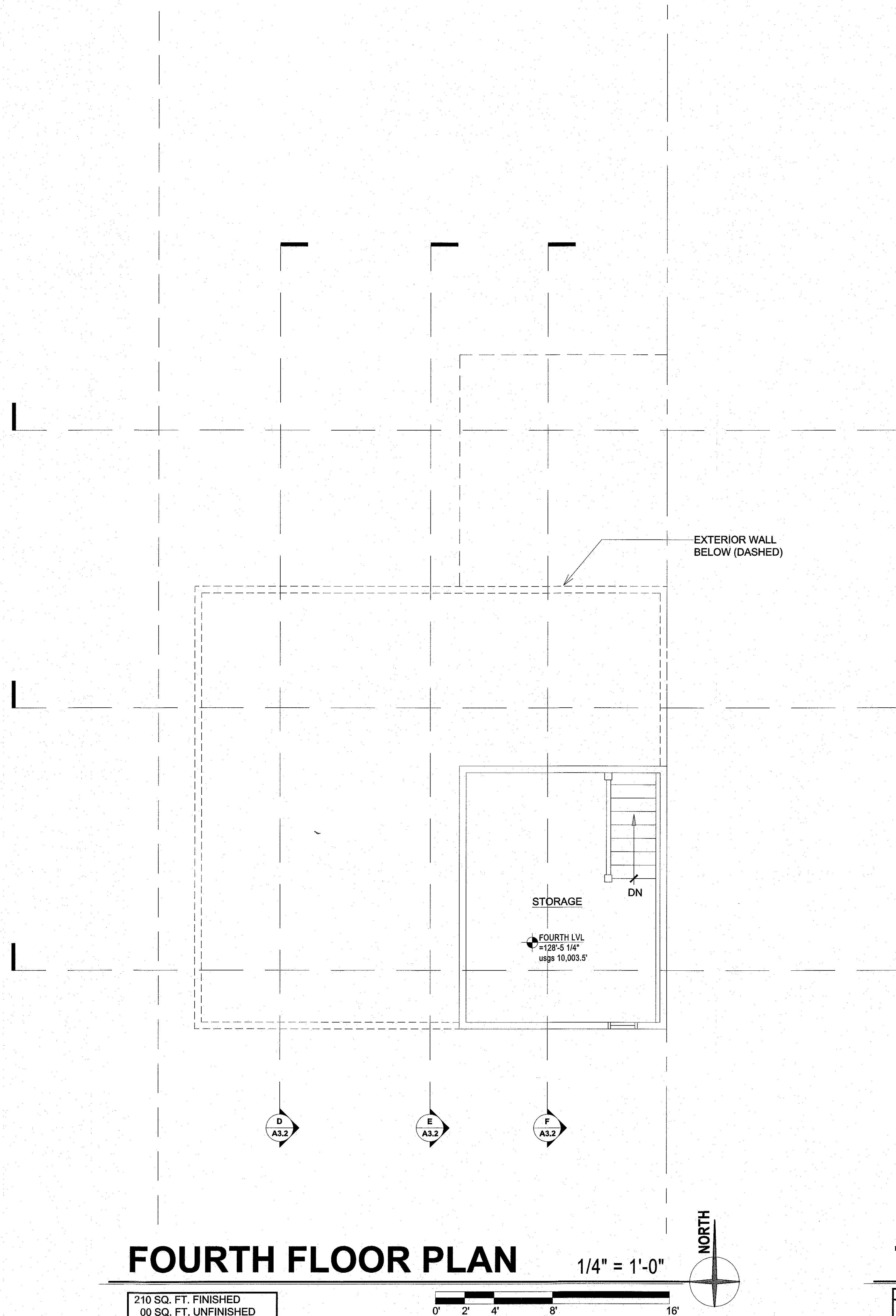


FIRST FLOOR PLAN

1/4" = 1'-0"

EXISTING	NEW
960 SQ. FT. FINISHED	56 SQ. FT. FINISHED
252 SQ. FT. UNFINISHED	325 SQ. FT. UNFINISHED

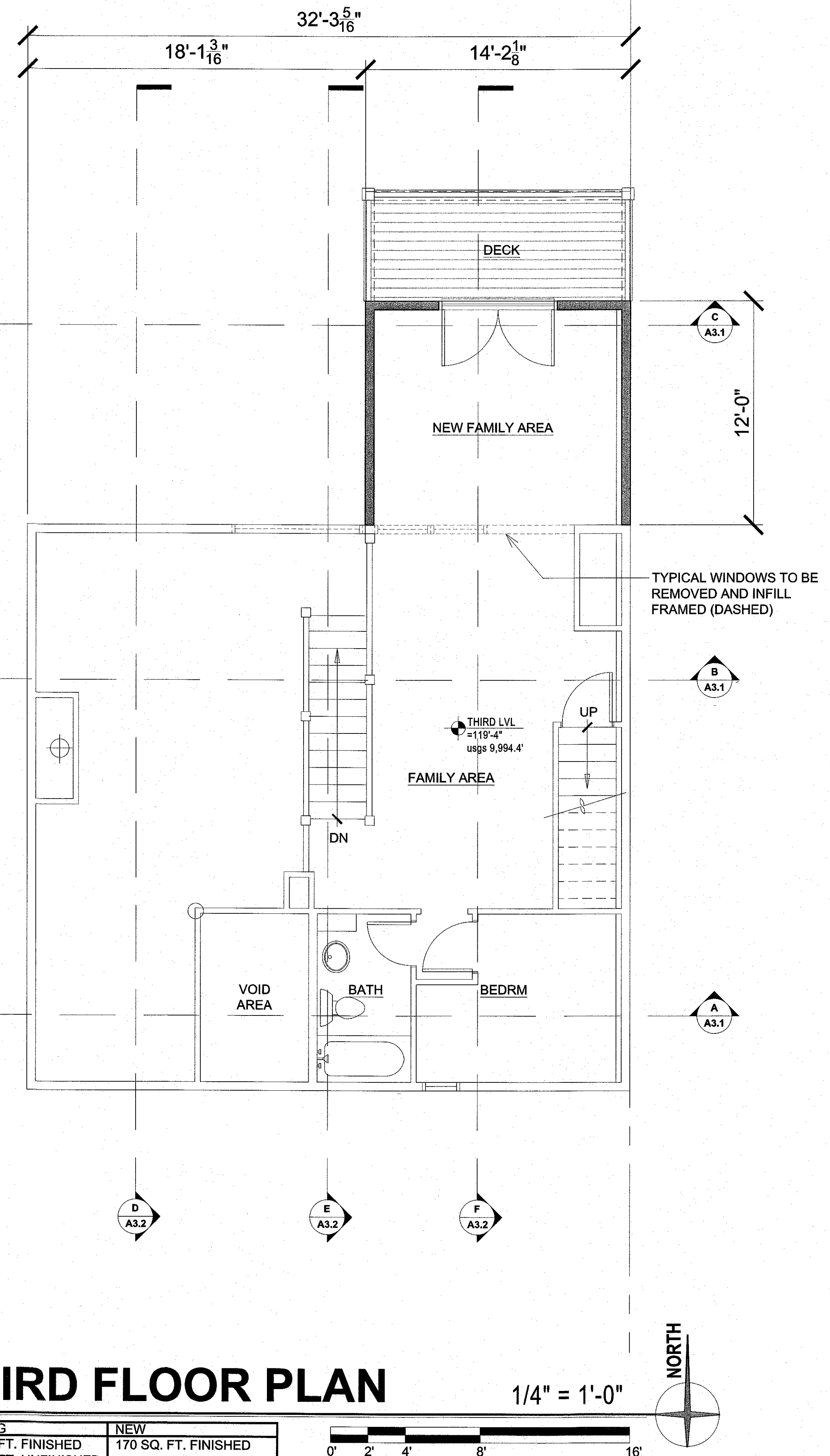
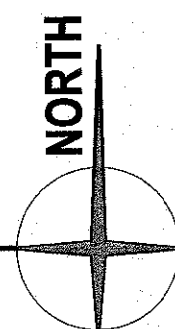
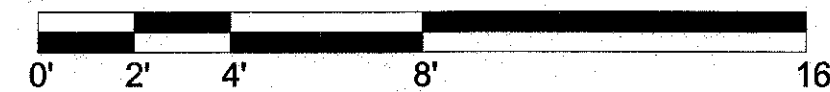




FOURTH FLOOR PLAN

1/4" = 1'-0"

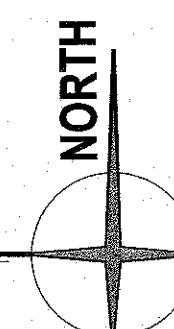
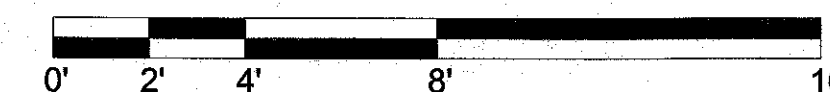
210 SQ. FT. FINISHED
00 SQ. FT. UNFINISHED



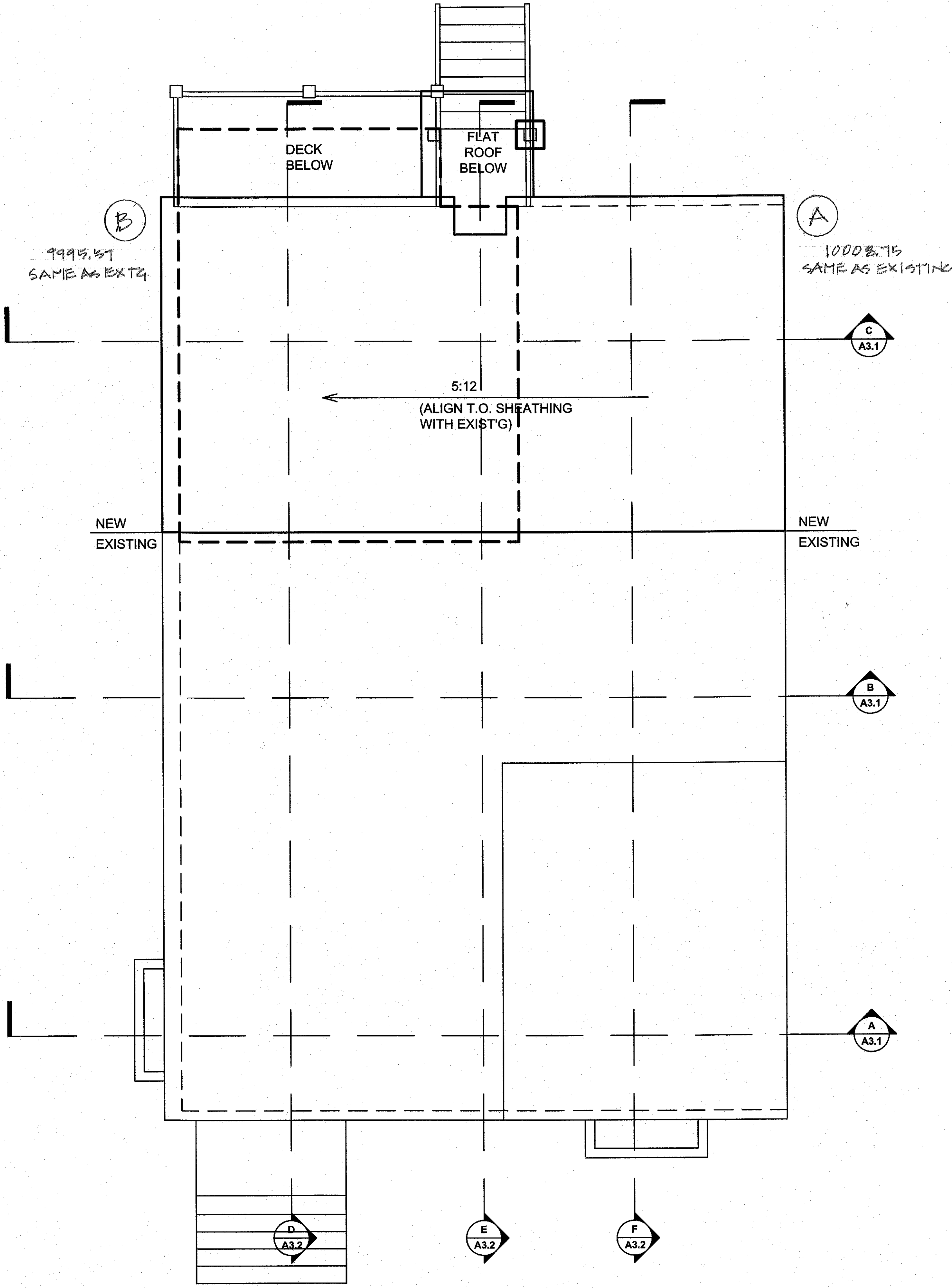
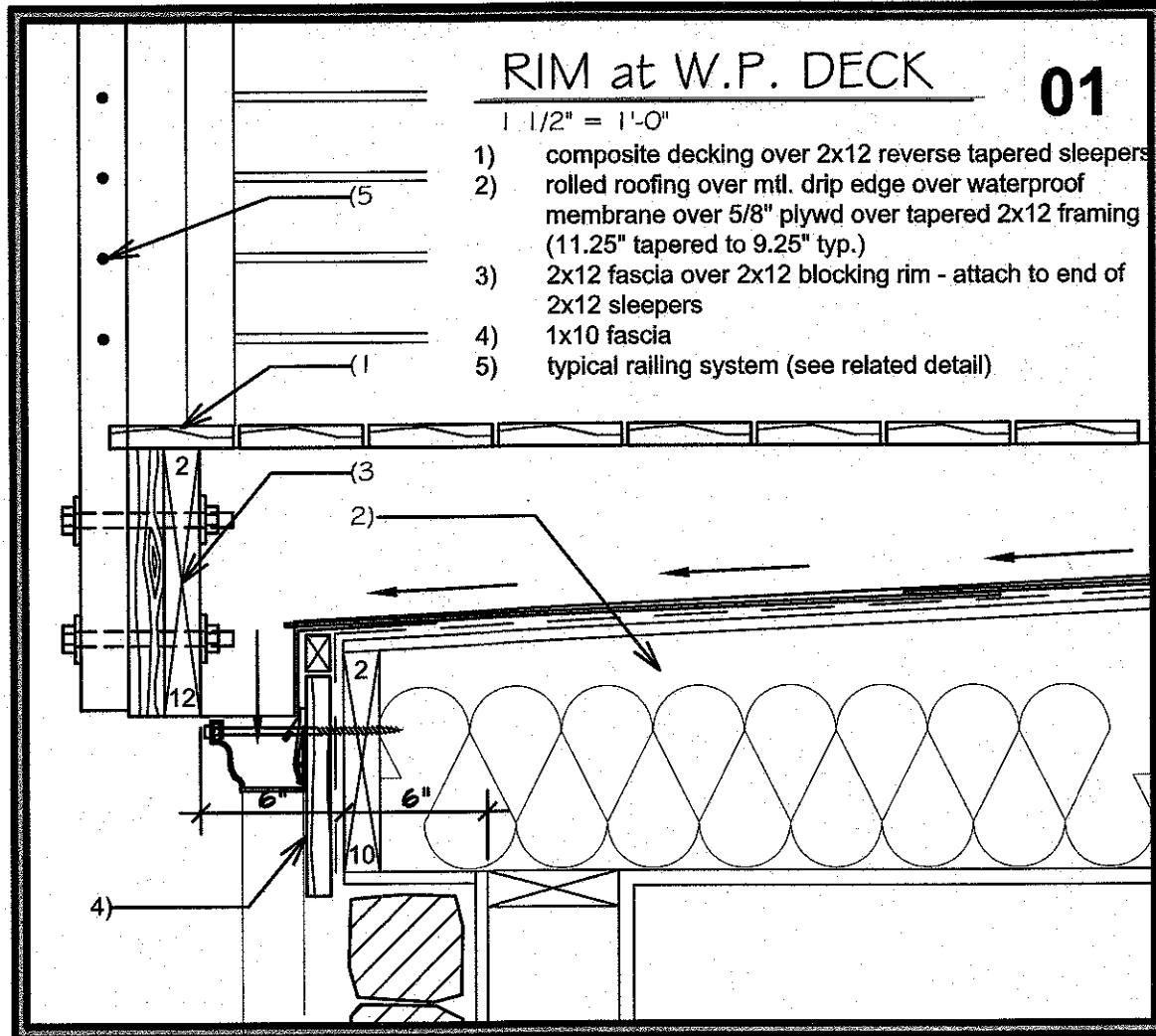
THIRD FLOOR PLAN

1/4" = 1'-0"

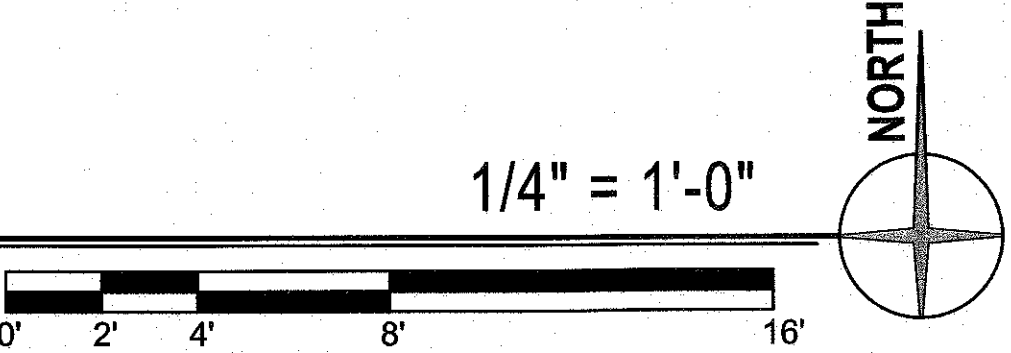
EXISTING	NEW
420 SQ. FT. FINISHED	170 SQ. FT. FINISHED
00 SQ. FT. UNFINISHED	



- ROOF GENERAL NOTES:
- 1) ROOF PITCHES ARE 5:12 INCLUSIVE.
 - 2) ALL VALLEY, EAVE, ROOF/WALL FLASHING, GUTTERS AND DOWNSPOUTS SHALL MATCH THE COLOR OF ADJACENT MATERIAL.
 - 3) ALL ROOF PENETRATIONS SHALL BE PAINTED TO MATCH ROOF COLOR. (VERIFY LOCATION PRIOR TO INSTALLATION. LOCATE AWAY FROM VALLEYS AND WITHIN 5'-0" OF RIDGES.
 - 4) PLYWOOD ROOF SHEATHING TO BE COVERED WITH BITUMEN MEMBRANE (INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
 - 5) ROOF MATERIAL SHALL MATCH THE EXISTING.
 - 6) ALL ROOF OVERHANGS DIMENSIONS ARE FINISH DIMENSIONS.



ROOF PLAN

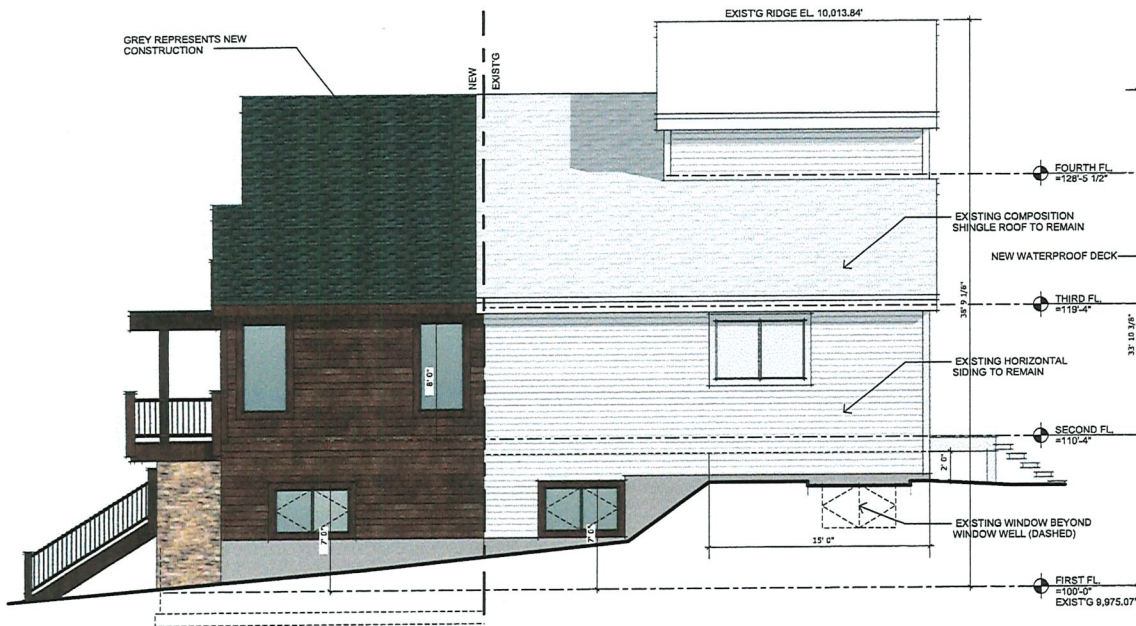


GASTMAN REMODEL
18 TIMBER HILL DRIVE (LOT 4-A, A RE-SUB. OF LOT 4)
SUMMIT COUNTY, COLORADO

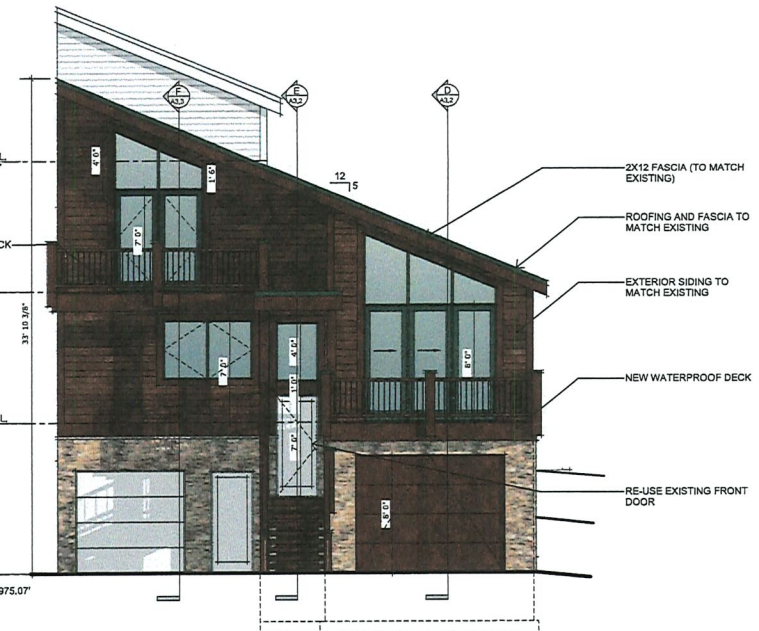
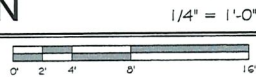
DATE: 06.21.25
JOB NO.: 27.08.25
REVISIONS: NA.22

ROOF PLAN
A1.3

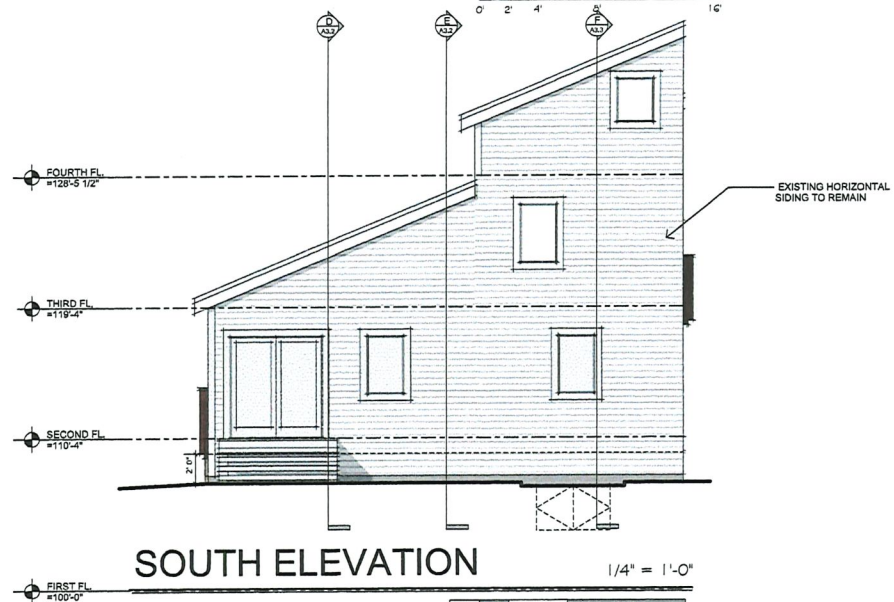
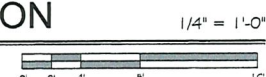
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Breckenridge, Colorado 80424



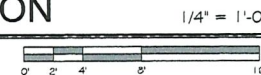
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



NEELY ARCHITECTURE

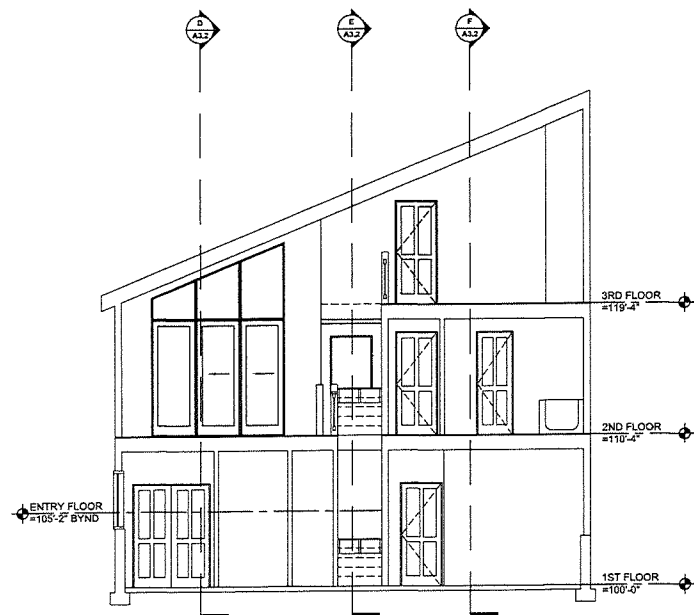
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GASTMAN REMODEL
18 TIMBER HILL DRIVE (LOT 4, A RESUB. OF LOT 4)
SUMMIT COUNTY, COLORADO

DATE: 06.21.25
JOB NO: NA.22
REVISIONS:

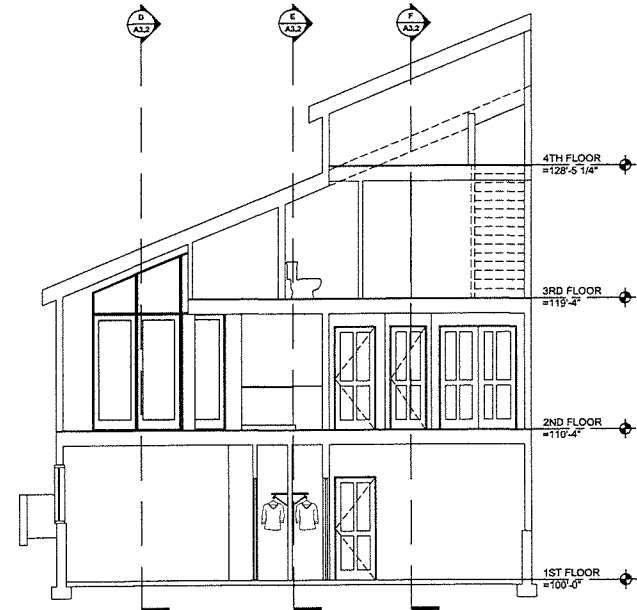
BUILDING ELEVATIONS

A2.1



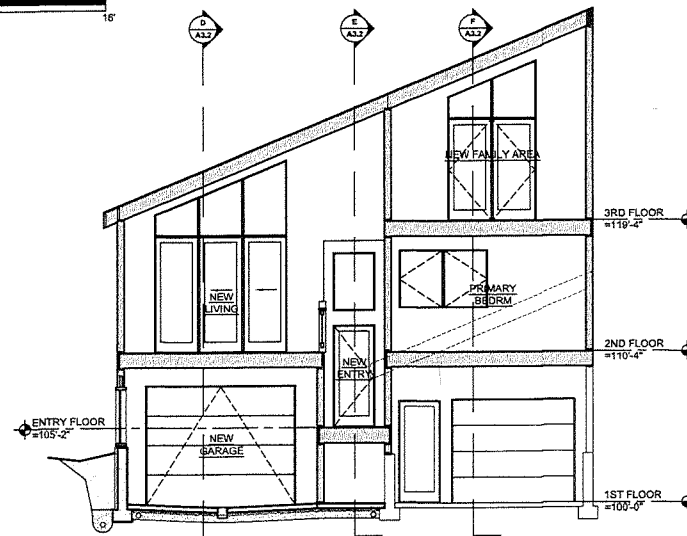
SECTION 'B'

1/4" = 1'-0"



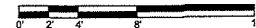
SECTION 'A'

1/4" = 1'-0"



SECTION 'C'

1/4" = 1'-0"



NEELY ARCHITECTURE

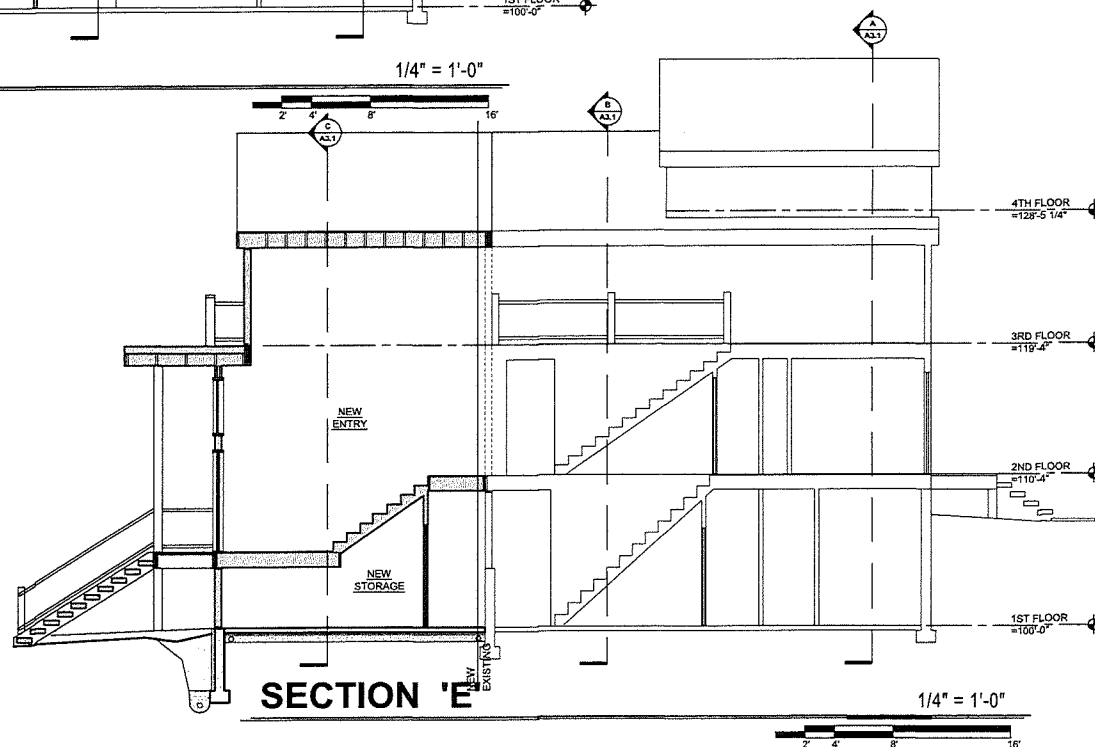
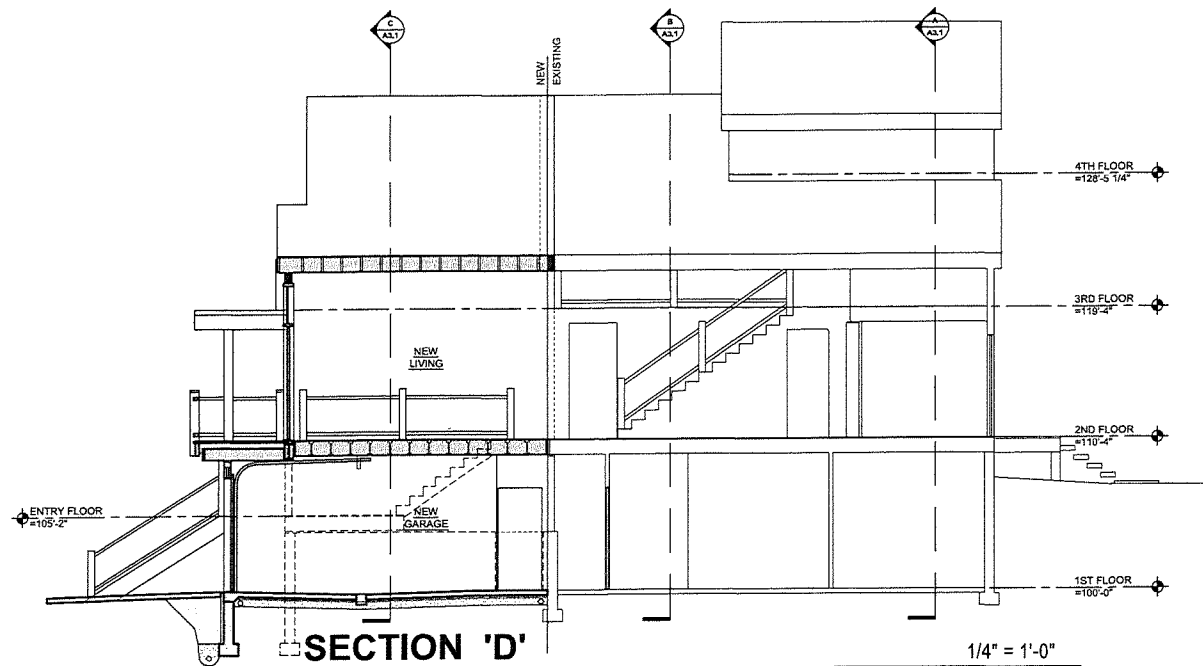
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Breckenridge, Colorado 80424

GASTMAN REMODEL
18 TIMBER HILL DRIVE (LOT 4-A, A RE-SUB. OF LOT 4)
SUMMIT COUNTY, COLORADO

DATE: 06.21.25
JOB NO.: NA.22
REVISIONS:

BUILDING SECTIONS

A3.1



NEELY ARCHITECTURE

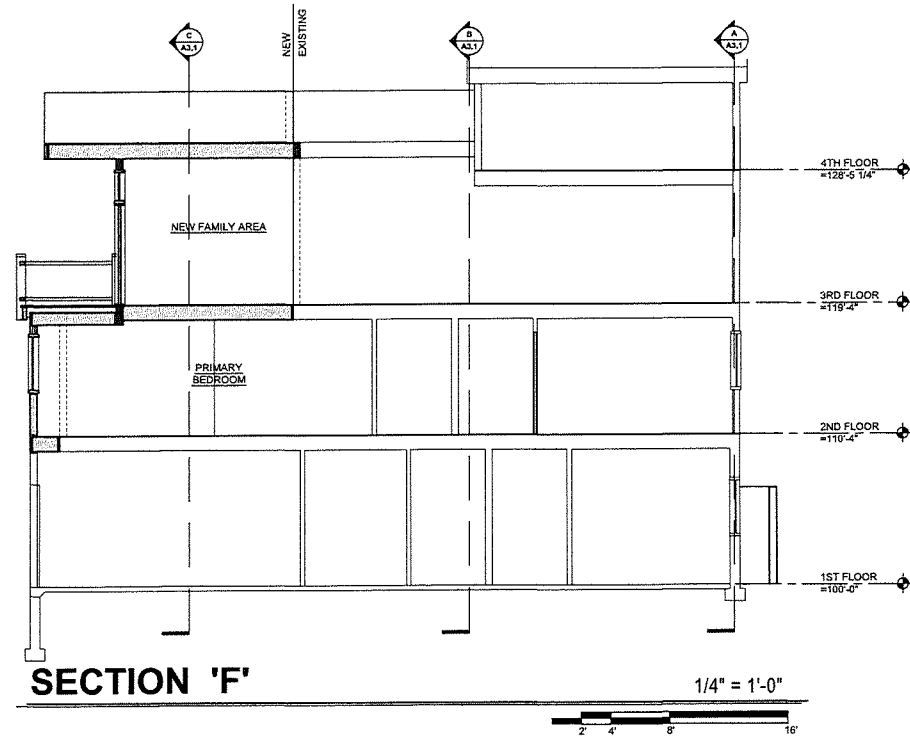
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GASTMAN REMODEL
18 TIMBER HILL DRIVE (LOT 4-A, A RE-SUB. OF LOT 4)
SUMMIT COUNTY, COLORADO

DATE: 06.21.25
JOB NO.: NA.22
REVISIONS:

BUILDING SECTIONS

A3.2



SECTION 'F'

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 Breckenridge, Colorado 80424

GASTMAN REMODEL
 18 TIMBER HILL DRIVE (LOT 4-A, A RE-SUB. OF LOT 4)
 SUMMIT COUNTY, COLORADO

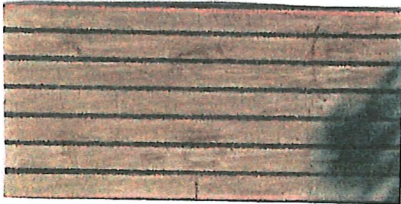
DATE: 06.21.25
 JOB NO.: NA.22
 REVISIONS:

BUILDING SECTIONS

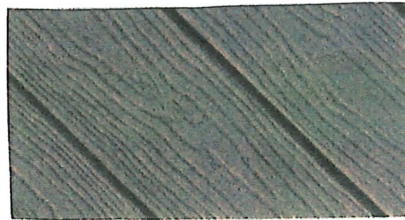
A3.3

**Gastman Duplex
18 Timber Hill Dr. (Lot 4-A, A resub of Lot 4),
Breckenridge, Colorado**

Siding - horizontal



Decking



Multi-color Fascia



**Window Cladding
Dark Bronze**



**Stone Veneer-
'Moonlight-Nationwide**



**Owens Corning Onyx black
Asphalt Shingles**



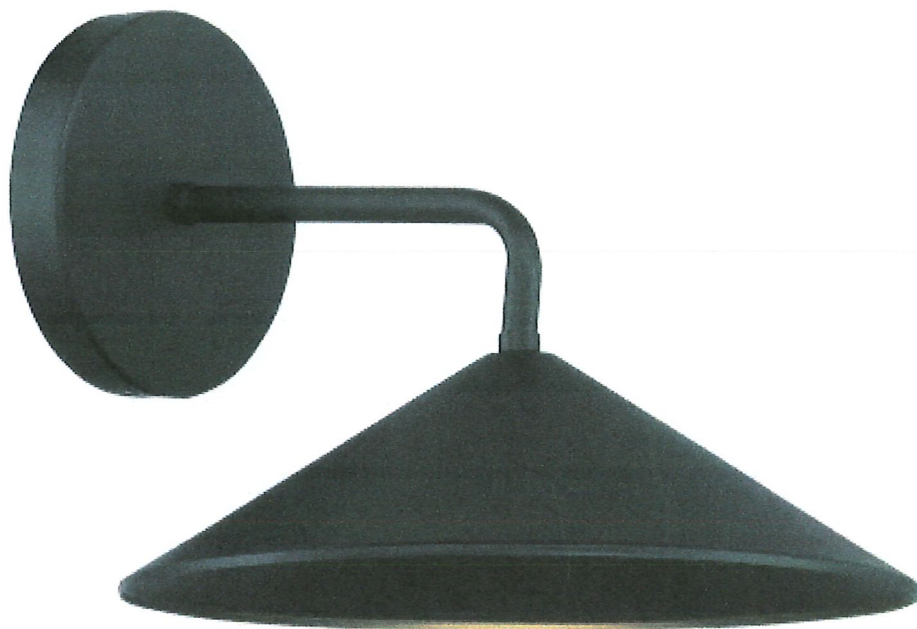
Shipping to: **Frisco, CO** ▼

The Great Outdoors City Streets 10" Wide Dark Sky LED Outdoor Wall Sconce

Model: 73182-66-L | Item: bci4097443

from the [City Streets Collection](#)

★★★★★ (3)



\$194.00

Finish: Sand Coal - 354 In Stock

Width



Planning Commission Staff Report

Subject: BGV Entrada Parcel 7 Employee Housing
(Class A Final Hearing, PL-2024-0500)

Proposal: Construct 40 deed-restricted, one-bedroom, workforce housing units in one building at the northeast corner of CO Highway 9 and Huron Road with access off Highway 9.

Date: July 10, 2025 (For meeting of July 15, 2025)

Project Manager: Amelia Brackett - Planner III

Applicant/Owner: BGV Partners Entrada, LLC

Architect: DTJ Design

Address: 11030 State Highway 9

Legal Description: Tract A2 of the Entrada at Breckenridge Subdivision

Site Area: 1.415 acres (61,655 sq. ft.)

Land Use District: Land Use District 5 (10 UPA Residential)
The property is subject to recently approved Development and Annexation Agreements between the applicants and the Town. The Development and Annexation Agreements provisions supersede the Land Use Guidelines and Development Code regarding land use, density, mass, height, and parking requirements.

Site Conditions: Tract A2 was annexed into the Town in 2024 and is subject to an Annexation and Development Agreement (Rec. No. 1332130), a Development Agreement (Rec. No. 1331127), and Land Use District 5 guidelines. Located at the northeast corner of Highway 9 and Huron Road, the subject property is currently vacant, with a sign for the Breckenridge Stor-N-Go parcel to the east located on its southwest corner. The lot is predominately vegetated by low grasses. Sparse mature trees surround the sign and dot the west and north property boundaries. There is paved access to the Stor-N-Go property to the east via the southeast corner of the property, and a curb cut off Highway 9 in the northwest corner, which are proposed to remain. There are existing non-exclusive access, drainage, and private sewer easements along the northern property boundary; existing water and private sewer easements along the western boundary; and existing sign, private sewer, and snow storage maintenance easements along the southern boundary, as well as a private access easement for the parcel to the east.

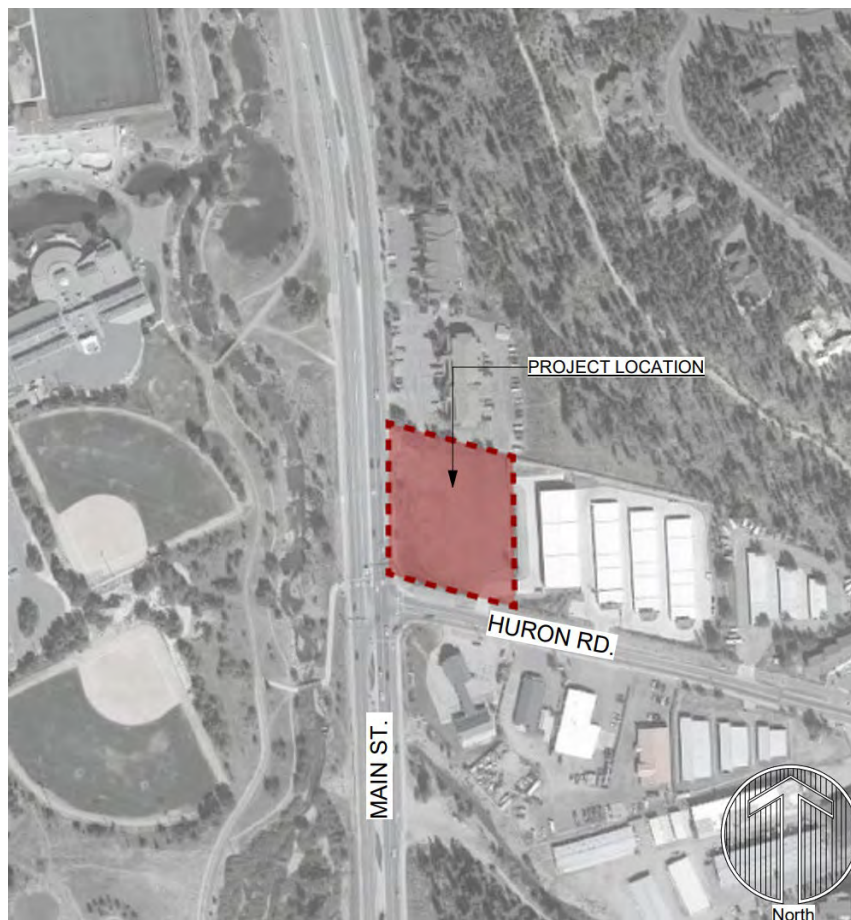


Figure 1. Vicinity map with subject property in red.

Adjacent Uses:

North: Office (Breckenridge Animal Clinic) and mixed-use commercial/residential condos
 South: Gas station (7-11)
 East: Commercial (Breckenridge Stor-N-Go)
 West: Highway 9

Density:

Allowed:

Per LUD 5 17,040 sq. ft. (14.2 SFEs)

Adjusted Bonus Per Policy 3:

(115% bonus for 100% employee housing) 19,596 sq. ft. (16.33 SFEs)

Proposed Total Sq. Ft.:

31,457 sq. ft.

Adjusted Exclusion Per Policy 3:

(10% exclusion for employee housing) 28,311 sq. ft. (23.59 SFEs)

Additional Density Allowances Per Development & Annexation Agreements:

Max. additional via density transfer, as needed 15 SFEs

Points waived for projects between 40.1% and 50% over the maximum recommended per Code. (Proposal is 44% of allowed square footage under LUD 5 with adjustments)

Height:	Recommended:	2 stories (26') max. per LUD 5	
	Additional Building Height Allowances Per Development & Annexation Agreements:	3.5 stories (44')	
		(Points waived for being over 1 story above LUD 5, as long as south façade reads as 2 stories and north reads as 2.5-3 stories, and no greater than 1.5 stories above 26')	
	Proposed:	38'-7 ¾" (see Building Height for discussion on appearance)	
Lot Coverage:	Building Area:	11,142 sq. ft.	18.07%
	Hardscape:	33,748 sq. ft.	54.70%
	Open Space:	16,765 sq. ft.	27.23%*
	Total Lot Area:	61,655 sq. ft.	100%
	*A waiver was granted to allow for as little as 20% open space per the Annexation Agreement.		
Parking:	Required:	60 spaces min. (1.5 per unit min.) 66 spaces max. (1.65 per unit max.)	
	Proposed:	60 spaces	
Snow Storage:	Required:	7,113 sq. ft. (25%)	
	Proposed:	7,117 sq. ft. (25%)	
Setbacks:	Relative (Recommended):	Front:	10 ft.
		Side:	3 ft.
		Rear:	10 ft.
	Proposed:	Front:	>10 ft.
		Side:	>3 ft.
		Side:	>3 ft.
		Rear:	>10 ft.

Item Background

The subject property was annexed into the Town on June 12, 2024, and is currently vacant. It is subject to the Annexation and Development Agreement ("Annexation Agreement") that brought it into the Town, as well as the Development Agreement that governs Parcels 1 – 7 of the Gondola Lot and Peak 7 & Master Plans. As part of the Development Agreement, the subject property (Parcel 7) provides employee housing mitigation for the Imperial Hotel (Parcel 4), which is currently under development review. The number of units on the subject property is determined by the employee generation numbers in the Imperial Hotel application; in addition, the Annexation Agreement stipulates that the site "may include approximately 40 one-bedroom" units. The Annexation and Development Agreements set a number of policies and standards for improvements on the subject property, as described in Staff Comments below.

The Planning Commission provided comments on preliminary plans for this property during a "fit test" work session on April 5, 2022, prior to annexation. The Commission discussed point waivers, potential land use districts, compatibility with surrounding uses, use as employee housing, and design considerations for the

location. The fit test design had similar exterior materials and massing, though the south and north elevations, floor plan, and window arrangement have undergone substantive changes. The Planning Commission also reviewed the project at a preliminary hearing on February 4, 2025.

Changes Since Preliminary Hearing

- The landscape plan changed to accommodate the water line location on the south side of the property and other Engineering comments regarding easements.
- The applicant provided fence elevations and added a conceptual plan for rooftop solar. Fencing will be subject to this Class A Application approval at the time of Building Permit. Solar design may be modified at the time of Building Permit application.
- The roof color changed from beige/brown to black to match the solar panels.
- The building size was reduced by approximately 5 sq. ft., resulting in a new square footage of 31,457 sq. ft. total, or 23.59 SFEs. The preliminary proposal was for 31,461 sq. ft., or 23.6 SFEs. All square footage calculations have been updated to account for the change. The final density is still below the maximum allowed for the property and exceeds the square footage of required employee housing mitigation for the Imperial Hotel (Parcel 4).
- Hardscape area increased by 23 square feet and open space decreased by 23 square feet. This change does not alter the overall percentage of open space and hardscape and the application still meets the open space requirements.

Staff Comments

Land Use, 2/A & 2/R: The underlying Land Use District (5) allows for employee housing as an appropriate use. The proposal of 40, one-bedroom, employee housing units aligns with the recommended land use and the terms of the Annexation and Development agreements. Staff has no concerns.

Density/Intensity, 3/A & 3R:

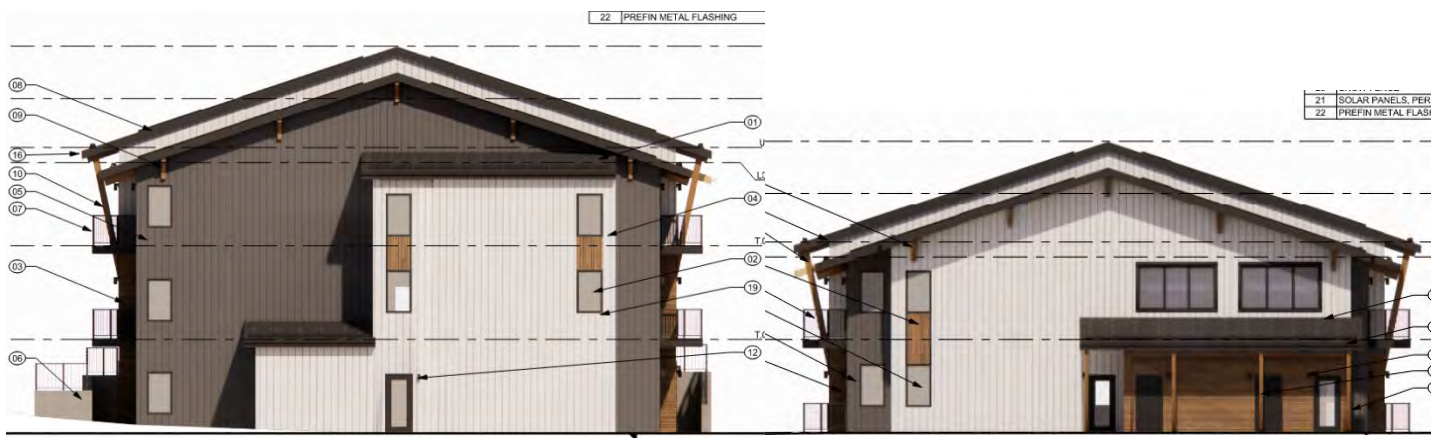
The maximum allowed density for the subject property, per the Development and Annexation Agreements, is 29.2 Single Family Equivalents (SFEs), achieved through a density transfer from the Gondola Lot Master Plan. The proposal is for 23.59 SFEs, which is below the maximum for the property.

The proposed density of 23.59 SFEs was calculated as follows:

- LUD 5 allows for 14.2 SFEs, or 17,040 sq. ft.
- Given that the subject property is proposed as 100% employee housing, it is eligible for the bonus in Policy 3, allowing up to 115% of max. density. With the bonus, the maximum density equals 16.33 SFEs, or 19,596 sq. ft.
- The proposed square footage, prior to any adjustments under Policy 3, is 31,457 sq. ft.
- Given that the subject property is proposed as employee housing, 10% of its square footage is exempt from density calculations. The adjusted total density therefore becomes 23.59 SFEs, or 28,311 sq. ft.
- Note that the additional SFEs above 14.2 will be transferred via a Restrictive Covenant and Deed Restriction as part of the development process for the project, as contemplated in the Development Agreement.
- In addition to the allowances, bonuses, and adjustments above, the Annexation Agreement waives points for density above the allowed provided that the total additional density is between 40.1% and 50% over the LUD 5 maximum. The proposal of 28,311 sq. ft. is approximately 44% above the allowed density (the allowed density being the LUD 5 density plus the Policy 3 bonus).

Staff finds that the proposed density is below the maximum allowed per the terms of the Annexation and Development Agreements.

Architectural Compatibility, 5A & 5R:



Figures 2 & 3. North elevation (above) and south elevation (right).



Figures 4 & 5. East elevation (top) and west elevation (bottom).

The Annexation Agreement contemplates modular construction and non-natural materials for the subject property, provided that the siding is fiber cement, and the windows feature natural wood trim. The proposal meets these requirements.

The proposal features natural colors and includes vertical board and batten and horizontal lap fiber cement siding, natural wood trim and supports, and metal railings. Asphalt shingle accent roofing is the primary roofing material, which is complemented by non-reflective standing-seam metal on the trash enclosure. By combining natural colors and natural-appearing materials with modern, mountain elements (such as neutral tones, wide vertical siding, and pronounced roof overhangs and brackets), staff finds that the proposal “complements the flavor of Breckenridge” and is consistent with previous plans submitted during the Annexation and Development Agreement process.

Staff finds that the proposal meets the architectural compatibility requirements in the Code and the Annexation and Development Agreements and recommends that the project receive no negative points under this policy.

Building Height, 6/A & 6/R:

Height for this property is governed by LUD 5 and the Annexation Agreement. Together, the height maximum is 44' (3.5 stories), where LUD 5 allows 26' maximum and the Annexation Agreement allows up to 17'-11" in additional height without incurring negative points. The highest point of the proposed structure is 38' 7 ¾", which is below the maximum allowed.

However, the Agreement only allows the additional height provided that the south elevation reads as two (2) stories, and the north elevation reads as two-and-a-half to three (2.5-3) stories. The north elevation presents as two-and-a-half, which is allowed, and is softened by a bump out that houses the north stairwell and provides a shorter primary elevation. The south elevation presents as two stories by working with the higher natural grade on the south side of the lot.

Staff finds that the proposal meets the building height requirements in the Code and the Annexation Agreement and recommends that the project receive no negative points under this policy.

Site and Environmental Design, 7/A & 7/R:

The multi-family building is located in the center of the property, with parking on the east and west sides, a drive aisle on the north, and a combination of separate site access, pedestrian walkways, and private open space on the south. Landscape buffers are provided along the west and south property lines, with a five-foot (5') fence proposed along the north property line and an existing fence along the east property line. The Annexation Agreement states that the need to provide emergency service access and the size of the lot impacts the available space for buffering along the northern and eastern property lines. With respect to that limitation, the Agreement stipulates that shrubs, a berm, or fencing be provided along the northern boundary in lieu of more robust landscaped buffering. Given the low-impact commercial and residential mixed uses on the adjacent properties, and the allowances in the Annexation Agreement for decreased buffering and the use of fencing to the north and east, staff is not concerned about providing additional buffering between the adjacent properties and the subject property beyond what is proposed.

Staff finds that the proposal meets the requirements for site and environmental design in the Code and the Annexation Agreement and recommends that the project receive no negative points under this policy.

Internal Circulation, 16/A & 16/R and External Circulation, 17/A: The proposed circulation design is consistent with the conceptual plans submitted during the Annexation and Development Agreement negotiations and previous Planning Commission fit test. Vehicular site access is provided from Highway 9 through an entrance at the northwest corner of the site. Only emergency vehicular access will be permitted through an existing curb-cut at the southwest corner of the lot due to its close proximity to the intersection of Highway 9 and Huron Road. Bollards are proposed to prevent vehicles entering at this point. The Engineering Division has reviewed the proposal to confirm the project aligns with all Engineering standards and follows any waivers specified in the Development Agreement.

Pedestrian access on and off the site is provided by a walkway on the lower half of the west side, with direct access to the bus stop on Highway 9, and walkways from the south of the building to Huron Road. A sign easement and existing trees impede direct pedestrian access from the building to the corner of Huron Road and Highway 9. In consideration of these restrictions, the applicant has proposed a walkway near the intersection but not directed toward it. Walkways also encircle the building and ADA access to the building from van-accessible parking spots is provided at both ends of the building. Staff is supportive of the proposed pedestrian circulation.

Landscaping, 22/A & 22/R:

The site plan includes landscape buffering around all four sides of the property and two sides of the building (north and south). The Annexation Agreement allows for reducing buffering along the north and east property lines, as described above, and the landscape plan reflects that limitation and allowance. There are clusters of deciduous trees and shrubs on the northeast and northwest corners of the property and in clusters along the eastern

boundary. The majority of proposed plantings are in large clusters on the south and southwest corner of the property. These include evergreen and deciduous plantings to provide some buffering from the intersection year-round. The applicant has updated the locations of trees per engineering and planning staff comments regarding water lines and utilities.

Open Space, 21/R:

The Annexation Agreement waives negative points from being assessed for not meeting the minimum open space recommendation of 30%, as long as 20% is provided on-site. The proposed site design provides a total of 27.23% open space. Staff finds that the proposed open space meets the requirements in the Annexation Agreement.

Social Community, 24/A & 24/R, 24/R Section B. Employee Housing Impact Mitigation:

The Development Agreement, which includes the subject property (Parcel 7) and the Imperial Hotel (Parcel 4), stipulates that deed-restricted employee housing mitigation for development on Parcel 4 be provided on the subject property prior to any market-rate unit on Parcel 4 receiving a certificate of occupancy. All units on Parcel 7 are proposed to be deed-restricted and the proposal exceeds the square footage of employee mitigation required for the approved Imperial Hotel development on Parcel 4. No additional positive points are warranted for the provision of employee housing in relation to this application.

Snow Removal/Storage, 14/A & 14/B:

The proposed snow storage meets the requirement to provide storage at least 25% of the total hardscape to be plowed or shoveled. The larger area for storage is at the northeast corner of the property, with smaller areas around the perimeter of the property and the building. The proposed plan responds to staff comments regarding the accessibility and circulation for snow plowing and storing

Fences, Gates and Gateway Entrance Monuments (47/A)

The Annexation Agreement stipulates that fencing is allowed as a buffer along the northern property line given the lot size constraints and requirements to provide emergency access. The proposal includes a five-foot (5') fence along the northern boundary. No other fencing is proposed. Elevations are provided and staff finds that they meet the intent of the Annexation Agreement.

Point Analysis

Final Point Analysis: Staff finds the project complies with the provisions of the Development and Annexation Agreements, and all Absolute and Relative Policies of the Development Code. Staff recommends that the project receive no negative or positive points, resulting in a total score of zero (0) points.

Staff Recommendation

Staff recommends the Planning Commission approve the BGV Entrada Parcel 7 Employee Housing, PL-2024-0500, located at 11030 State Highway 9, the project having met all applicable Absolute Policies and receiving a passing score of zero (0) points under the Relative Policies at this final hearing, with the attached Findings and Conditions of Approval.

Class A Final Hearing Point Analysis				
Project:	BGV Entrada Parcel 7 Employee Housing	Positive	Points	0
PL:	PL-2024-0500		>0	
Date:	7/10/2025	Negative	Points	0
Staff:	Amelia Brackett - Planner III		<0	
		Total	Allocation:	0
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		Total proposed density is 23.6 SFEs. This is below the maximum allowance of 29.2 SFEs in the Development and Annexation Agreements. The 23.6 SFE calculation takes into account all relevant bonuses and square footage regulations in Policy 3.
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		Annexation Agreement contemplates modular building and non-natural materials as long as fiber cement is used for siding and natural wood trim is used for windows. Proposal meets requirements of Agreement and therefore does not warrant negative points.
6/A	Building Height	Complies		LUD 5 recommends max. height of 2 stories (26'). Annexation Agreement allows max. height of 1 - 1.5 stories over the max. allowed, provided that south façade reads max. 2 stories and north façade reads max. 2.5-3 stories, and the overall height is no greater than 1.5 stories about the LUD 5 max. Proposal meets these requirements by providing a max height of 38' 7 3/4" where 44' is required and presenting facades as stated in agreement.
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)		Annexation Agreement waives points for height above maximum recommended height in LUD 5 of 2 stories as long as Agreement stipulations are met: no greater than 3.5 stories overall, with north side presenting as 2.5 or 3 stories max and south side presenting as 2 stories. Proposal meets requirements of Agreement and therefore does not warrant negative points.
6/R	Density in roof structure	1x(+1/-1)		
	For all Single Family and Duplex/Multi-family Units outside the Conservation District			
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)		Annexation Agreement waives negative points for lack of buffering along north and east perimeters to make room on the constrained site for emergency services. Requires providing fencing and/or landscaping. Fence proposed along north perimeter. Property to east has existing perimeter fence.
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		There are no retaining walls proposed. The site plan references "retaining walls" that are landscape walls to provide protection and privacy of lower-level apartments from parking lot.
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	Complies		No signs are proposed or approved through this Class A Process.
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		Recommended: 1,573 sq. ft. (5%) Proposed: 2,020 sq. ft. (6%)
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies		Chapter 3 requirement for 1+ bedroom units is 1.5 spaces minimum per unit and 1.65 spaces maximum. 60 is above the minimum and below the maximum for 40 units.
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		Annexation Agreement allows minimum of 20% open space. Proposal includes 27.23%. Proposal meets requirements of Agreement and therefore does not warrant negative points.
21/R		3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	2x(-1/+3)		
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)		100% of project density is deed-restricted employee housing to fulfill requirements of the Annexation Agreement. The units are not eligible for positive points because they are required by the agreement.
24/R	Social Community - Community Need	3x(0/+2)		

24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Primary Structures - Historic Preservation/Restoration - Benefit	+1/3/6/9/12		
24/R	Social Community - Secondary Structures - Historic Preservation/Restoration - Benefit	+1/2/3		
24/R	Social Community - Moving Primary Structures	-3/10/15		
24/R	Social Community - Moving Secondary Structures	-3/10/15		
24/R	Social Community - Changing Orientation Primary Structures	-10		
24/R	Social Community - Changing Orientation Secondary Structures	-2		
24/R	Social Community - Returning Structures To Their Historic Location	+2 or +5		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Complies		Proposed drainage was reviewed by Engineering and comments were provided to applicant as part of review process for the preliminary hearing. The proposed infiltration system is dictated by the Annexation Agreement.
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		Existing overhead utilities will be undergrounded as part of this development.
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			No snowmelt is proposed for this property. Solar is proposed to offset the development at the Imperial Hotel (Parcel 4).
	New Structures; Percent Energy Saved Beyond Adopted Residential Energy Code Standard			
33/R	Obtaining a HERS index	+1		
33/R	20-39%	+2		
33/R	40-59%	+3		
33/R	60-79%	+4		
33/R	80-99%	+5		
33/R	100%+	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-2/+2)		
33/R	10 or more additional EV Capable spaces over the required minimum as determined in the IECC.	1		

33/R	Three (3) additional EVSE Installed parking spaces over the required minimum as determined in the IECC.	+3		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Special Areas - Community Entrance	4x(-2/0)		
37/R	Special Areas - Individual Sites	3x(-2/+2)		
37/R	Special Areas - Blue River	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
38.5/A	Home Childcare Businesses	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		Exterior lighting information will be submitted at the building permit application.
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		Annexation Agreement allows fencing for the purposes of buffering. Proposal includes fence on norther perimeter.
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		
50/A	Wireless Communications Facilities	Complies		

TOWN OF BRECKENRIDGE

BGV Entrada Parcel 7 Employee Housing
Tract A2 of the Entrada at Breckenridge Subdivision
11030 State Highway 9
PL-2024-0500

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 **July 10, 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 **February 4, and July 15, 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-2024-0500, 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 May 23, 2024, and entered into and recorded with the Summit County Clerk and Recorder on May 24, 2024, at Reception No. 1331127; and the "Annexation and Development Agreement" between same, approved by Town Council June 12, 2024, and entered into and recorded with the Summit County Clerk and Recorder on June 12, 2024, at Reception No. 1332130. This Development Permit is bound to the requirements and terms of the Development and Annexation Agreements 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 and Annexation Agreements, the Development and Annexation Agreements will control.**
8. **Applicant is responsible for adhering to the procedural requirements in the Development and Annexation Agreements referenced above in addition to those listed in the conditions below.**
9. **An infrastructure permit for the property may be issued in accordance with the terms of Article 14.2 of the Development Agreement.**
10. **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 in accordance with the terms of Article 11.4 of the Development Agreement.**
11. **The contemplated building will contain only deed restricted Employee Housing in accordance with Article 6.2.1 of the Annexation Agreement.**

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 **July 22, 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.**

PRIOR TO ISSUANCE OF BUILDING PERMIT OR EXCAVATION/INFRASTRUCTURE PERMIT

11. Applicant shall submit and obtain approval from the Town Engineer of final drainage, grading, utility, and erosion control plans.
12. 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.
13. The applicant shall obtain Final plan approval of the proposed sanitary sewer system from the Upper Blue Sanitation District prior to any construction.
14. The applicant shall obtain Final plan approval of the proposed domestic water system from the Town of Breckenridge Water Division prior to any construction.

15. 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. 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 or right-of-way 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.
16. 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.
17. 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. Parking lot lighting shall not exceed 15 feet in height from finished grade and shall meet the lighting brightness standards outlined in the off-street parking regulations section. Pole lights may have a maximum of two (2) light sources per pole.
18. 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.
19. Applicant shall provide a letter, or other such adequate documentation as determined by staff, from the adjacent eastern Tract B2 property owner supporting the proposed relocation of a portion of the existing southwestern sewer line and easement and eastern access keypad location on the property.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

20. Applicant shall execute a Density Transfer Covenant, allowing for the transfer of up to fifteen (15) SFEs from the Gondola Lot Master Plan to Parcel 7 in accordance with Article 11.1 of the Development Agreement.
21. Applicant shall record a deed-restrictive covenant restricting the residential units in accordance with Article 6.2.2 of the Annexation Agreement, written in a form acceptable to the Town Attorney and Town Housing Director, with the Summit County Clerk and Recorder.
22. Applicant shall construct the public improvements/intersection improvements in accordance with Article 4.1 of the Annexation Agreement. If the applicant is unable to complete the intersection

improvements prior to the issuance of any certificate of occupancy for the project, the applicant shall post a completion bond in an amount sufficient to guarantee the completion of the intersection improvements as allowed by Article 4.2 of the Annexation Agreement.

23. **Applicant shall execute and record any vacations or dedications of easements referenced in the Development Permit.**
24. Applicant shall revegetate all disturbed areas where revegetation is called for, with a minimum of 2 inches topsoil, seed and mulch.
25. Applicant shall remove all vegetation and combustible material from under all eaves and decks.
26. 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.
27. Applicant shall screen all utilities.
28. 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 and parking lot lighting shall not exceed 15 feet in height from finished grade. Pole lights may have a maximum of two (2) light sources per pole.
29. 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.
30. 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.
31. 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.**

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

Drawing: Autocadsk Docs/2022063.20 Entrada Workforce Housing/Entrada Workforce Housing.rvt
Last Saved: 6/23/2025 2:27:19 AM
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ENTRADA WORKFORCE HOUSING / PARCEL 7

TRACT A2, ENTRADA AT BRECKENRIDGE

11030 HIGHWAY 9 BRECKENRIDGE, CO

FINAL CLASS A SITE PLAN SUBMITTAL

MAY 19, 2025

CONCEPTUAL RENDERING



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

PROJECT INFORMATION

ADDRESS: 11030 HIGHWAY 9,
BRECKENRIDGE, CO

LAND USE DISTRICT: DISTRICT 5

LEGAL DESCRIPTION: TRACT A2

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.

PROJECT DIRECTORY

OWNER:	
BGV PARTNERS ENTRADA, LLC. 100 S Main Street Breckenridge, CO 80424 tel. 970-485-1554 email. gfrank@breckenridgegrandvacations.com Contact: Graham Frank	
ARCHITECT:	
DTJ DESIGN, INC. 3101 Iris Avenue, Suite 130 Boulder, Colorado 80301 tel. 303-443-7533 fax. 303-443-7534 email. bcample@dtjdesign.com Contact: Bill Cample	
LANDSCAPE ARCHITECT:	
DTJ DESIGN, INC. 3101 Iris Avenue, Suite 130 Boulder, Colorado 80301 tel. 303-443-7533 fax. 303-443-7534 email. bcample@dtjdesign.com Contact: Bill Cample	
CIVIL ENGINEER:	
TETRA TECH 130 Ski Hill Road, Suite 140 Breckenridge, CO 80424 tel. 970-423-3408 email. chris.durloo@tetratech.com Contact: Chris Durloo	
SURVEYOR:	
BASELINE SURVEYS, LLC P.O. BOX 7578 13541 Colo. HWY #9 Phone: (970)-453-7155	

SHEET INDEX

NUMBER	NAME	NUMBER	NAME
GENERAL		ARCHITECTURE	
G000	COVER	A006	SOLAR STUDY
CIVIL		A100	LOWER LEVEL PLAN
C-001	LEGEND AND ABBREVIATIONS	A101	MAIN LEVEL PLAN
C-002	GENERAL NOTES	A102	UPPER LEVEL PLAN
C-100	EXISTING CONDITIONS PLAN	A103	ROOF PLAN
C-101	DEMOLITION PLAN	A200	ELEVATIONS
C-102	EROSION CONTROL PLAN	A201	ELEVATIONS
C-103	CIVIL SITE PLAN	A202	TRASH ENCLOSURE ELEVATIONS & PLAN
C-104	GRADING AND DRAINAGE PLAN	A210	MATERIAL BOARD
C-105	COMPOSITE UTILITY PLAN	A300	BUILDING SECTIONS
C-220	WATER PLAN AND PROFILE	A800	SITE PHOTOS
C-500	CIVIL DETAILS	A801	SITE PANORAMIC RENDERINGS
C-501	DRAINAGE DETAILS	ELECTRICAL	
C-502	EROSION CONTROL DETAILS	EP100	PHOTOMETRIC SITE PLAN
C-503	WATER DETAILS	EP400	ELECTRICAL DETAILS
C-504	SANITARY SEWER DETAILS	EP401	ELECTRICAL DETAILS CONTINUED
LANDSCAPE			
L100.	LANDSCAPE SITE PLAN		
L101.	LOT COVERAGE PLAN		
L102.	CIRCULATION DIAGRAM		
L103.	SNOW MANAGEMENT DIAGRAM		
L104.	EXIST. TREE MANAGEMENT		
L200.	LANDSCAPE ENLARGEMENT		
L201.	LANDSCAPE ENLARGEMENT		
L300.	SITE DETAILS		
L400.	LANDSCAPE SCHEDULE & NOTES		
L401.	LANDSCAPE DETAILS		
L500.	ILLUSTRATIVE SITE PLAN		

VICINITY MAP



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

DTJ DESIGN, Inc.
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T 303.443.7533

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ENTRADA WORKFORCE HOUSING / PARCEL 7
TRACT A2, ENTRADA AT BRECKENRIDGE
11030 HIGHWAY 9 BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

DRAWN BY: DTJ
CHECKED BY: DTJ
PROJECT NO: 2022063.21
ISSUE DATE: 05/19/2025
REVISIONS:
2 06/23/2025
1 01/24/2025

SHEET TITLE:

COVER

SHEET NUMBER:

G000

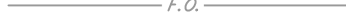
OWNER
BRECKENRIDGE GRAND VACATIONS
CONTACT: GRAHAM FRANK
(303) 517-0419
GFRANK@BRECKENRIDGEGRANDVACATIONS.COM

LAND PLANNER AND LANDSCAPE ARCHITECT
DTJ DESIGN
CONTACT: NATHAN PEPPER
(303) 443-7533
NPEPPER@DTJDESIGN.COM

CIVIL ENGINEER
TETRA TECH
CONTACT: CHRIS DURLOO
(970) 423-3420
CHRIS.DURLOO@TETATECH.COM

PHONE AND COMMUNICATIONS UTILITIES
CENTURY LINK
CONTACT: RON HICKMAN
(970) 468-6680
RON.HICKMAN@CENTURYLINK.COM

EXISTING

	PROPERTY LINE
	EASEMENT
	MINOR CONTOUR
	MAJOR CONTOUR
	WATER LINE
	SANITARY SEWER LINE
	STORM SEWER LINE
	FIBER OPTIC LINE
	UNDERGROUND ELECTRIC LINE
	OVERHEAD ELECTRIC LINE
	TELEPHONE LINE
	GAS LINE
	DITCH CENTERLINE
	ASPHALT
	FENCE
	CONCRETE

	TREE
	SANITARY SEWER MANHOLE
	STORM SEWER MANHOLE
	SIGN
	VALVE
	INLET
	POWER POLE
	EXISTING SLOPE GREATER THAN 50%

EXISTING SLOPE
GREATER THAN 50%

PROPOSED

	EASEMENT
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT
	INFILTRATION TRENCH
	MAJOR CONTOUR
	MINOR CONTOUR
	SANITARY SEWER SERVICE
	WATER SERVICE
	UNDERGROUND ELECTRIC
	FIBER OPTIC LINE
	GAS LINE
	STORM SEWER LINE
	FIRE HYDRANT
	GATE VALVE
	ELECTRIC TRANSFORMER
	SWITCH CABINET
	STREET LIGHT
	PARKING LOT LIGHT
	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEANOUT

ACRE	ACRE
ABC	AGGREGATE BASE COURSE
BOS	BOTTOM OF STAIRS (FINISH GRADE)
BOW	BOTTOM OF WALL (FINISH GRADE)
BVCS	BEGIN VERTICAL CURVE STATION
BLDG	BUILDING
C	CHORD
CB	CATCH BASIN
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CFS	CUBIC FEET PER SECOND
CR	CURB RAMP
CL	CENTERLINE, CLASS
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CY	CUBIC YARD
DEMO	DEMOLISH
DIP	DUCTILE IRON PIPE
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	EXISTING
EX TC	EXISTING TOP/BACK OF CURB
FES	FLARED END SECTION
FF	FINISH FLOOR
FG	FINISH GRADE
FT, '	FOOT, FEET
FH	FIRE HYDRANT
FL	DITCH FLOWLINE
GV	GATE VALVE
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
RCBP	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 (FINISH GRADE)
TYP	TYPICAL
USFS	UNITED STATES FOREST SERVICE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
W	WEST

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

SECTION CUT:

- SECTION LETTER IDENTIFICATION:** A triangle with the letter 'A' inside, pointing to the section cut.
- SHEET WHERE SECTION IS DRAWN:** A circle with 'C-500' inside, indicating the sheet number.
- SECTION MARKER ARROW INDICATES VIEWING ORIENTATION:** An arrow pointing to the section cut.
- SECTION CUT:** The text 'SECTION CUT' is written below the section cut.

DETAIL:

- DETAIL NUMBER IDENTIFICATION:** A circle with the number '1' inside, pointing to the detail.
- SCALE:** The text 'SCALE: 1"=1'-0"' is written below the detail.
- DETAIL TITLE:** The text 'DETAIL TITLE' is written below the detail.

DETAIL MARKER:

- DETAIL NUMBER IDENTIFICATION:** A circle with the number '1' inside, pointing to the detail marker.
- SHEET WHERE SECTION IS DRAWN:** A circle with 'C-500' inside, indicating the sheet number.
- DETAIL MARKER:** The text 'DETAIL MARKER' is written below the detail marker.

DETAIL MARKER COMPONENTS:

- DRAINAGE BASIN NUMBER:** A circle with 'X' inside, pointing to the detail marker.
- 10 YEAR PEAK DISCHARGE:** A circle with 'K' inside, pointing to the detail marker.
- 100 YEAR PEAK DISCHARGE:** A circle with 'Q' inside, pointing to the detail marker.
- DRAINAGE BASIN ACREAGE:** A circle with 'A' inside, pointing to the detail marker.

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



**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.



719 F Ten Mile Drive/ PO Box 1906
Frisco, Colorado 80443
T 970.453.6394

www.tetratech.com

ENTRADA WORKFORCE HOUSING / PARCEL 7

TRACT A2, ENTRADA AT BRECKENRIDGE

11030 HIGHWAY 9 BRECKENRIDGE, CO

FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY: JRM

CHECKED BY: CDD

PROJECT NO.: 2022063.20

ISSUE DATE: 06/20/2025

REVISIONS:

SHEET TITLE:

LEGEND AND

ABBREVIATIONS

SHEET NUMBER: _____

0001

2001

0001

Page 77 of 29

Drawing: O:\Projects\Brockenridge\325517\200-325517-220001\CAD\SheetFiles\C-001 LEGEND AND ABBREVIATIONS.dwg
 Last Saved: June 11, 2025 2:54:09 PM by Alyssa.koth
 Last Plotted 6/20/2025 9:49:44 AM
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Drawing: C:\Projects\Breckenridge\325517\200-325517-22001\CAD\SheetFiles\IC-002 GENERAL NOTES.dwg
Last Saved: June 18, 2023 9:04:00 AM by Alyssa Koch
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GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
2. PROPERTY AND RIGHT OF WAY BOUNDARIES ARE APPROXIMATE BASED ON THE PROJECT SURVEY BASE MAP INFORMATION. ALL PROPERTY AND RIGHT OF WAY MARKERS ARE TO BE SURVEYED PRIOR TO DISTURBANCE OF ANY PROPERTY CORNER. CONTRACTOR MUST NOTIFY ENGINEER FOR VERIFICATION OF MONUMENT.
3. THE OWNER SHALL HAVE A BENCHMARK AND PROJECT CONTROL POINTS SET AT BEGINNING OF PROJECT TO USE FOR CONSTRUCTION STAKING BY CONTRACTOR.
4. CONTRACTOR SHALL PROTECT INDIVIDUAL PROPERTY PINS FOUND IN FIELD.
5. CONTRACTOR SHALL PROVIDE ALL PERMITS REQUIRED FOR CONSTRUCTION EXCEPT FOR THE PERMITS PROVIDED BY THE OWNER AS INDICATED IN THE CONTRACT.
7. CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR.
8. CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES OR IMPROVEMENTS, INCLUDING FENCES, SIGNS, CULVERTS AND ROADS, DAMAGED DURING EXECUTION OF THE WORK.
9. THE CONTRACTOR MUST KEEP ALL OPERATIONS, INCLUDING ALL EQUIPMENT, WITHIN THE DELINEATED EASEMENTS, PROPERTY BOUNDARY, AND PROJECT AREA UNLESS AUTHORIZED BY THE TOWN OF BRECKENRIDGE.
10. ROADS SHALL BE KEPT CLEAN OF CONSTRUCTION DEBRIS. CONTRACTOR IS RESPONSIBLE FOR ANY SWEEPING REQUIRED AS DIRECTED BY ENGINEER OR TOWN OF BRECKENRIDGE.
11. ALL TEMPORARY ROADWAY, DRIVEWAY, AND BIKE PATH PATCHING IS CONSIDERED INCIDENTAL TO THE CONTRACT. ALL TEMPORARY PATCHES MUST BE MAINTAINED BY THE CONTRACTOR.
12. ANY FENCING REQUIRED TO SECURE AREAS OF THE CONSTRUCTION SITE OR OTHER BARRIERS FOR CONSTRUCTION (INCLUDING TRAFFIC CONTROL) IS INCIDENTAL TO THE CONTRACT AND SHALL BE DETERMINED BY THE CONTRACTOR.
13. EXISTING CONDITIONS MAPPING WAS PROVIDED TO TETRA TECH BY THE OWNER IN 2022.
14. WORKING HOURS SHALL BE PER THE TOWN OF BRECKENRIDGE CODE.
15. THE CONTRACTOR SHALL SUBMIT AND OBTAIN A UTILITY/SPECIAL USE PERMIT WITH CDOT PRIOR TO CONSTRUCTION OF SITE OR UTILITY IMPROVEMENTS WITHIN THE CDOT RIGHT OF WAY.

TRAFFIC CONTROL NOTES:

1. A TRAFFIC CONTROL PLAN AND STAGING PLAN SHALL BE SUBMITTED BY THE CONTRACTOR TO THE OWNER FOR APPROVAL TWO WEEKS PRIOR TO CONSTRUCTION.
2. ALL TRAFFIC CONTROL DETAILS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION WITH CURRENT SUPPLEMENTS, EXCEPT AS MODIFIED HEREIN.
3. PUBLIC TRAFFIC SHALL BE PROVIDED PASSAGE TO ALL ACCESSSES, FLAGGERS SHALL BE USED AS NECESSARY. WHEN FLAGGERS ARE USED, W20-2A SIGNS SHALL BE USED IN ADVANCE OF STATION.
4. CONTRACTOR SHALL MAINTAIN ACCESS ON ALL PUBLIC ROADS AT ALL TIMES UNLESS OTHERWISE APPROVED BY THE TOWN.
5. ALL TRAFFIC CONTROL WORK SHALL BE SUPERVISED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR.

GRADING AND EROSION CONTROL NOTES:

1. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATIONS SHALL BE AS ORDERED BY ENGINEER OR OWNER. CONTRACTOR SHALL PROVIDE WATER FOR DUST CONTROL. DUST CONTROL IS INCIDENTAL TO THE CONTRACT.
2. A WATER TRUCK SHALL BE AVAILABLE AT ALL TIMES DURING CONSTRUCTION FOR DUST ABATEMENT.
3. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING ON-SITE EROSION DUE TO WIND AND RUNOFF, AS WELL AS VEHICLE TRACKING. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL FACILITIES SHOWN HERE AND SHALL COMPLY WITH BRECKENRIDGE EROSION CONTROL REQUIREMENTS.
4. ALL INITIAL EROSION CONTROL MEASURES SHALL BE INSTALLED AND FUNCTIONAL, AND APPROVED BY ENGINEER PRIOR TO ANY OTHER EARTH-DISTURBING ACTIVITY. ALL OTHER STRUCTURAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AS SOON AS THE FACILITIES, AROUND WHICH THEY ARE BASED, BECOME OPERATIONAL.
5. ANY EROSION CONTROL FACILITY DAMAGED OR DESTROYED PREMATURELY, BY ANY MEANS, SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR.
6. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGE TO EXISTING FOLIAGE THAT LIES IN THE PROJECT AREA, UNLESS DESIGNATED FOR REMOVAL, AND CONTRACTOR SHALL BE LIABLE FOR SUCH DAMAGE AT HIS EXPENSE.
7. THERE SHALL BE NO EARTH DISTURBANCE OUTSIDE THE PROJECT AREA DESIGNATED ON THESE PLANS.
8. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING NATURAL DRAINAGES DURING ALL DEMOLITION, EXCAVATION, TRENCHING, BORING, GRADING OR OTHER CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
9. THE GENERAL CONTRACTOR, GRADING CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE NO SPILLAGE OF ALL LOADS OF CUT AND FILL MATERIAL DURING TRANSPORT ON PUBLIC RIGHTS OF WAYS.
10. THE TYPE OF COMPACTION USED FOR THIS PROJECT WILL BE AASHTO T99 (ASTM 698). ALL CONSTRUCTION TO COMPLY WITH GEOTECHNICAL ENGINEER RECOMMENDATIONS FOUND IN THE GEOTECHNICAL ENGINEERING STUDY, PREPARED BY CTL THOMPSON, TITLED GEOTECHNICAL INVESTIGATION ENTRADA CENTER DATED APRIL 7, 2017.
11. THE CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH THE TOWN OF BRECKENRIDGE DRAINAGE AND EROSION CONTROL ORDINANCES.
12. APPROVED EROSION AND SEDIMENT CONTROL "BEST MANAGEMENT PRACTICES" ("BMP") SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THIS PROJECT. AT A MINIMUM, THE CONTRACTOR OR HIS AGENT SHALL INSPECT ALL BMPS WEEKLY AND AFTER SIGNIFICANT PRECIPITATION EVENTS. ALL NECESSARY MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. ACCUMULATED SEDIMENT AND DEBRIS SHALL BE REMOVED FROM A BMP WHEN THE SEDIMENT LEVEL REACHES ONE HALF THE HEIGHT OF THE BMP OR, AT ANY TIME THAT SEDIMENT OR DEBRIS ADVERSELY IMPACTS THE FUNCTIONING OF THE BMP.
13. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED AND APPROVED BY ENGINEER PRIOR TO CONSTRUCTION.
14. ROADS SHALL BE KEPT CLEAN OF CONSTRUCTION DEBRIS INCLUDING MUD AND DIRT. CONTRACTOR IS RESPONSIBLE FOR ALL SWEEPING, CLEANING AND WASHING OF ROADS AS REQUIRED BY THE ENGINEER OR TOWN.
15. TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL SUCH TIME AS ALL TRIBUTARY DISTURBED AREAS ARE SUFFICIENTLY STABILIZED IN THE OPINION OF THE PROJECT ENGINEER TO MINIMIZE EROSION POTENTIAL.
16. WHEN TEMPORARY EROSION CONTROL MEASURES ARE REMOVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEAN-UP AND REMOVAL OF ALL SEDIMENT AND DEBRIS FROM ALL DRAINAGE AND OTHER PUBLIC FACILITIES, AND TO RESTORE THE AREA TO NATURAL CONDITION.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL STATE STORMWATER PERMITS FOR THIS PROJECT. THIS SHALL INCLUDE PROVIDING ANY ADDITIONAL INFORMATION NECESSARY, INCLUDING A STORM WATER MANAGEMENT PLAN TO OBTAIN STATE STORMWATER PERMITS, AND MAINTAIN AND MANAGE ALL ASPECTS OF THE STATE STORMWATER PERMITS FOR THIS PROJECT.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, INSTALLING, AND MAINTAINING ALL EROSION CONTROL AND WATER QUALITY CONTROL MEASURES AS INDICATED IN THE STORMWATER MANAGEMENT PLAN, IN ADDITION TO THE STORMWATER MANAGEMENT PLANS INCLUDED WITH THIS PLAN SET.
19. CONDITIONS IN THE FIELD MAY WARRANT EROSION CONTROL MEASURES IN ADDITION TO WHAT IS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL IMPLEMENT ALL MEASURES THAT ARE DETERMINED NECESSARY, AND MEET THE REQUIREMENTS OF THE STATE STORMWATER DISCHARGE PERMIT.

UTILITY NOTES

1. THE TYPES, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF WORK PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES TO COORDINATE SCHEDULES FOR UTILITY CONSTRUCTION.
2. CONTRACTOR SHALL COORDINATE RELOCATION OF ALL UTILITIES THAT ARE IN CONFLICT WITH THE IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF EXISTING UTILITIES.
3. ALL WASTEWATER COLLECTION SYSTEM CONSTRUCTION SHALL COMPLY WITH THE UPPER BLUE SANITATION DISTRICT DESIGN AND CONSTRUCTION SPECIFICATIONS. THE DISTRICT SHALL BE NOTIFIED 24 HOURS BEFORE STARTING ANY WORK NEAR EXISTING SANITARY SEWER LINES. MINIMUM COVER OF ALL SANITARY SEWER MAINS SHALL BE 8'.
4. ALL WATER CONSTRUCTION SHALL COMPLY WITH THE TOWN OF BRECKENRIDGE WATER DEPARTMENT REGULATIONS.
5. ALL UTILITY STUBS SHALL BE MARKED WITH A 4" X 4" POST EXTENDING 4' ABOVE PROPOSED GRADE. THE POST SHALL BE PAINTED GREEN FOR SEWER, BLUE FOR WATER SERVICES AND WHITE FOR ANY OTHER UTILITIES. CONTRACTOR SHALL MAINTAIN AS BUILTS TO ALL UTILITY STUB LOCATIONS WITH TIES TO EXISTING REFERENCE POINTS AND SURVEY LOCATION BASED ON ENGINEER'S COORDINATE SYSTEM. INSTALL PULL STRINGS IN ALL CONDUITS.



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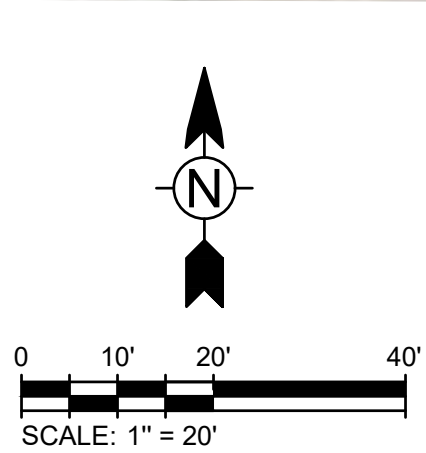
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TRACT A2, ENTRADA AT BRECKENRIDGE
11030 HIGHWAY 9 BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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ISSUE DATE:	06/20/2025
REVISIONS:	
SHEET TITLE:	GENERAL NOTES

SHEET NUMBER:

C-002

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NOTE:
1. OWNER SHALL VERIFY THE LOCATION, SIZE AND USE OF THE EXISTING PRIVATE SEWER SERVICES LOCATED ON TRACT A2.



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TRACT A2, ENTRADA AT BRECKENRIDGE

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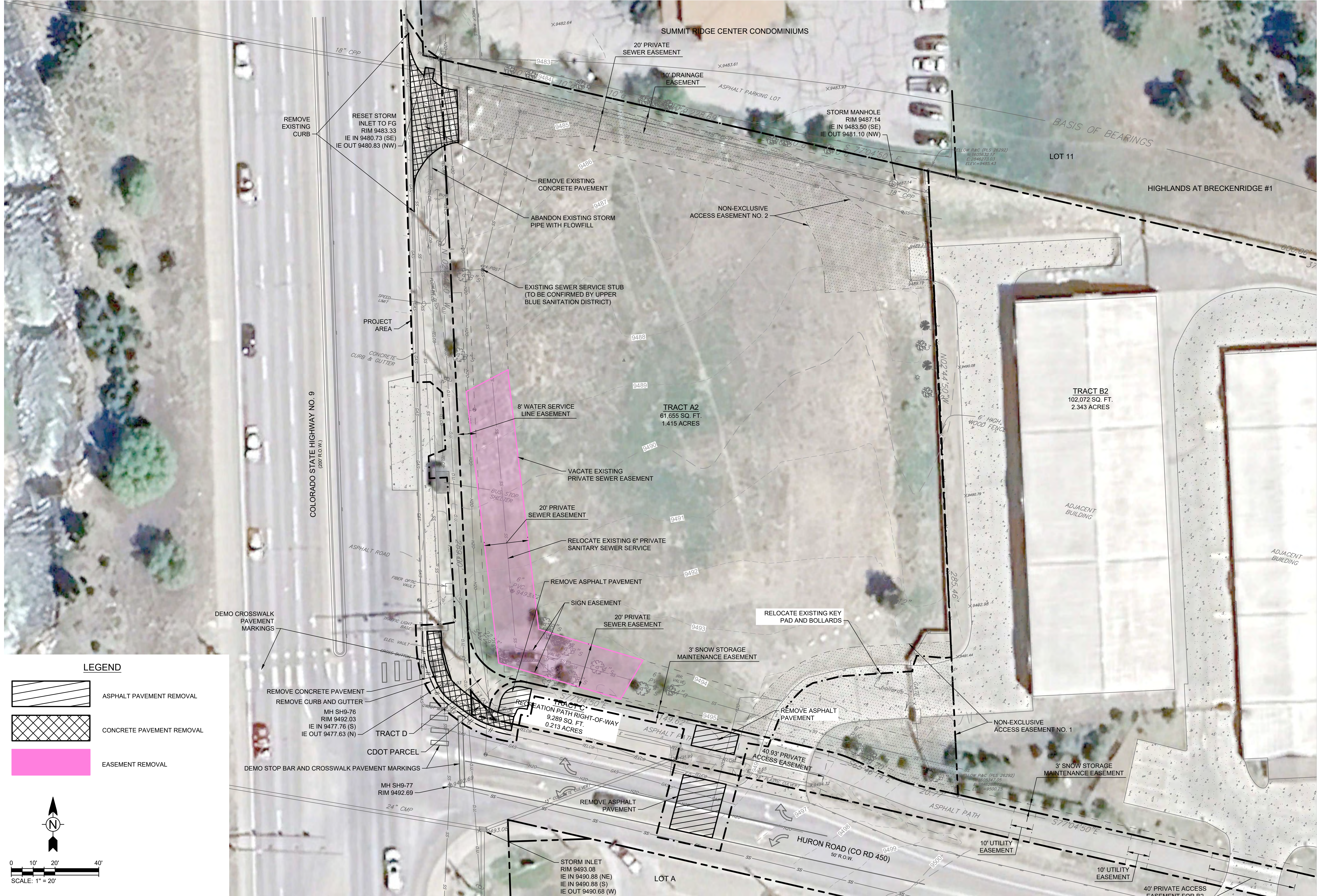
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SHEET TITLE:
EXISTING
CONDITIONS PLAN

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C-100

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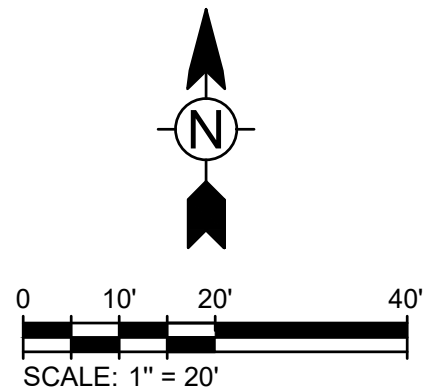
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LEGEND

- INLET PROTECTION
- CULVERT INLET PROTECTION
- CULVERT OUTLET PROTECTION
- WATTLE CHECK DAM
- TEMPORARY VEHICLE TRACKING CONTROL
- PERIMETER EROSION CONTROL



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SHEET TITLE: EROSION CONTROL PLAN

SHEET NUMBER:

C-102

Page 81 of 299

TRACT A2, ENTRADA AT BRECKENRIDGE

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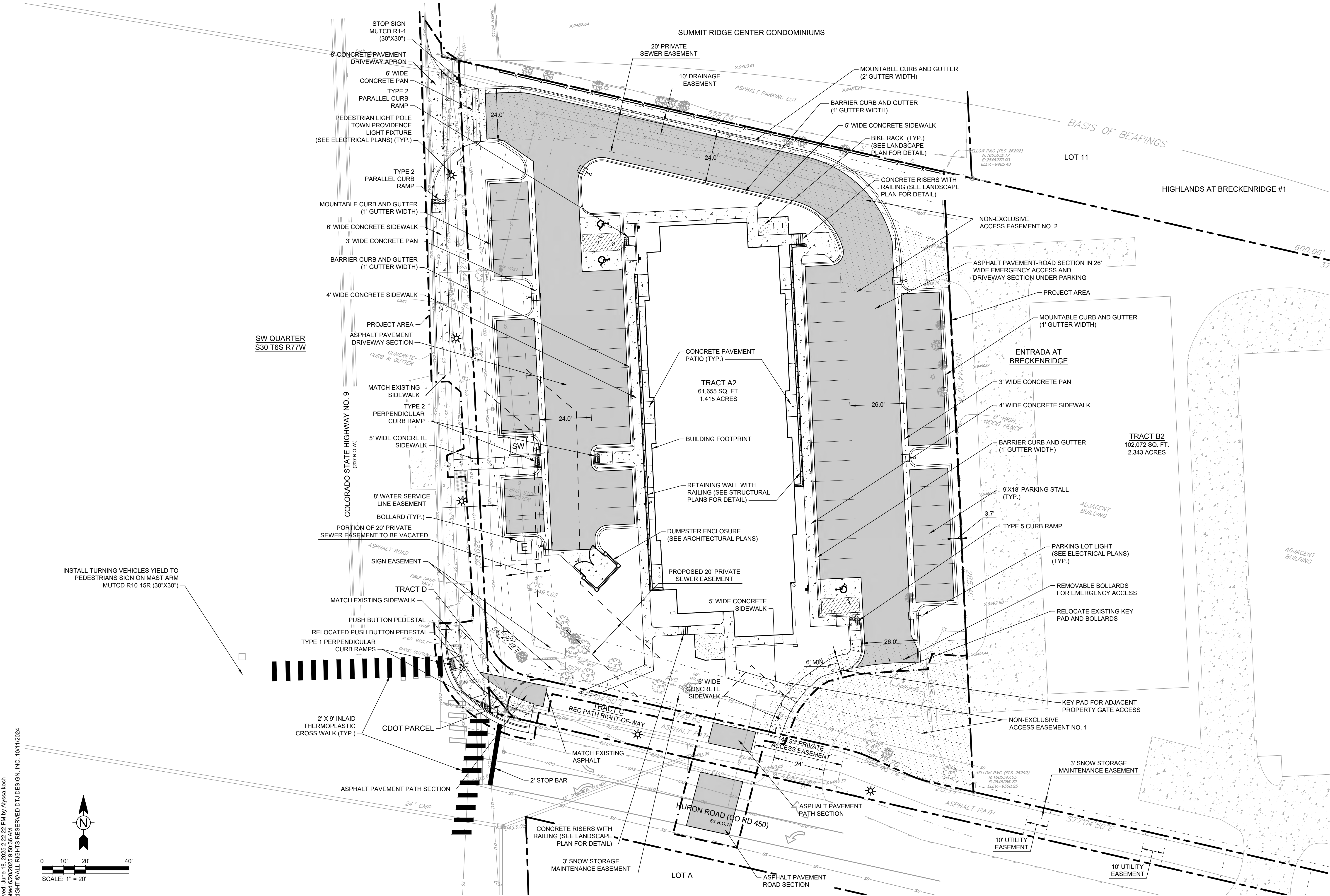
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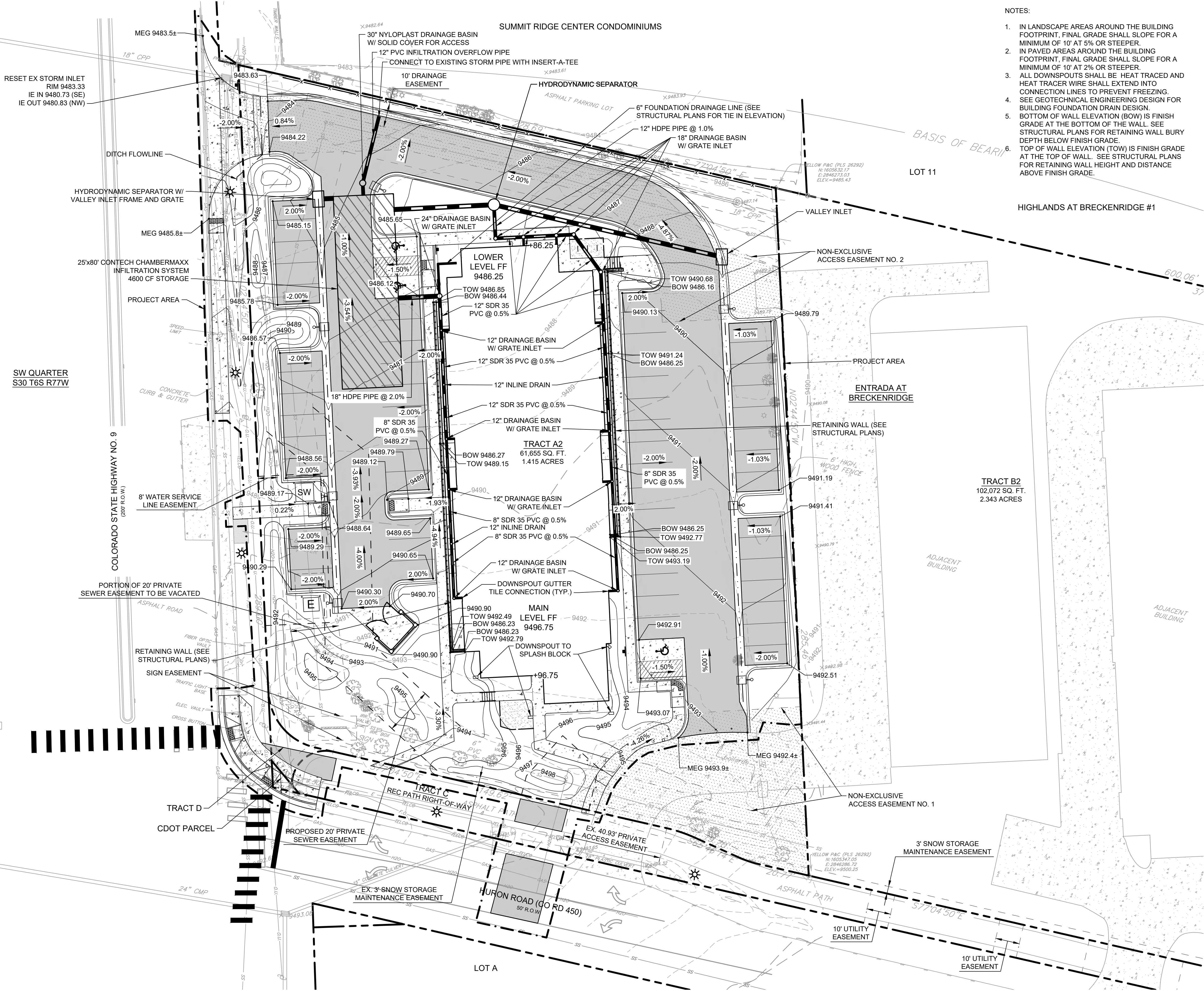
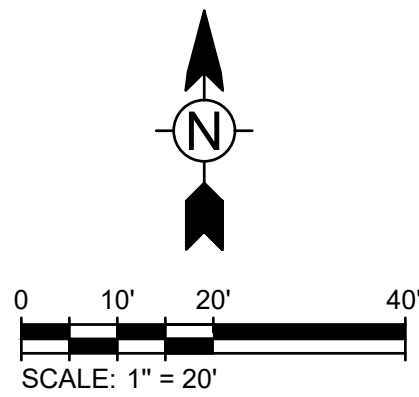
CIVIL SITE PLAN

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C-103



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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. ALL DOWNSPOUTS SHALL BE HEAT TRACED AND HEAT TRACER WIRE SHALL EXTEND INTO CONNECTION LINES TO PREVENT FREEZING. SEE GEOTECHNICAL ENGINEERING DESIGN FOR BUILDING FOUNDATION DRAIN DESIGN.
4. BOTTOM OF WALL ELEVATION (BOW) IS FINISH GRADE AT THE BOTTOM OF THE WALL. SEE STRUCTURAL PLANS FOR RETAINING WALL BURY DEPTH BELOW FINISH GRADE.
5. TOP OF WALL ELEVATION (TOW) IS FINISH GRADE AT THE TOP OF WALL. SEE STRUCTURAL PLANS FOR RETAINING WALL HEIGHT AND DISTANCE ABOVE FINISH GRADE.
- 6.

ENTRADA WORKFORCE HOUSING / PARCEL 7

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SHEET TITLE:
GRADING AND
DRAINAGE PLAN

SHEET NUMBER:

C-104

NOTES:

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

PEDESTRIAN LIGHT POLE
TOWN PROVIDENCE
LIGHT FIXTURE
(SEE ELECTRICAL PLANS) (TYP.)

END RELOCATE OVERHEAD
POWER UNDERGROUND
(BY OTHERS)

EX 21" SANITARY
SEWER LINE

PROJECT AREA

SW QUARTER
S30 T6S R77W

COLORADO STATE HIGHWAY NO. 9
(200' R.O.W.)

ASPHALT ROAD

SIGN EASEMENT

BEGIN RELOCATE OVERHEAD
POWER UNDERGROUND
(BY OTHERS)

TRACT D

CDOT PARCEL

RELOCATE QWEST
COMMUNICATIONS MANHOLE
(BY OTHERS)

SUMMIT RIDGE CENTER CONDOMINIUMS

20' PRIVATE
SEWER EASEMENT

10' DRAINAGE
EASEMENT

FIRE HYDRANT (TYP.)
FIRE HYDRANT LINE 1
(SEE SHEET C-220)

SANITARY SEWER MANHOLE (TYP.)
CONNECT TO EXISTING SEWER STUB
(TO BE CONFIRMED BY UPPER BLUE
SANITATION DISTRICT)

8" PVC PRIVATE SANITARY
SEWER SERVICE

8" PVC SANITARY SEWER SERVICE

TRACT A2
61,655 SQ. FT.
1.415 ACRES

CLEANOUT (TYP.)

RELOCATED 6" PRIVATE SANITARY
SEWER SERVICE

PROPOSED 20' PRIVATE
SEWER EASEMENT

PROPOSED WATER
EASEMENT

4" DIP WATER
SERVICE

EX 10.93' PRIVATE
ACCESS EASEMENT

WATER LINE 1
(SEE SHEET C-220)

LOT A

EX 16" DIP WATER
MAIN

LOT 11

HIGHLANDS AT BRECKENRIDGE #1

NON-EXCLUSIVE
ACCESS EASEMENT NO. 2

PROJECT AREA
ENTRADA AT
BRECKENRIDGE

TRACT B2
102,072 SQ. FT.
2.343 ACRES

PARKING LOT LIGHT
(SEE ELECTRICAL PLANS)
(TYP.)

2" CONDUIT FOR KEYPAD AND GATE

KEYPAD FOR ADJACENT PROPERTY GATE ACCESS

NON-EXCLUSIVE
ACCESS EASEMENT NO. 1

3' SNOW STORAGE
MAINTENANCE EASEMENT

10' UTILITY
EASEMENT

10' UTILITY
EASEMENT

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TRACT A2, ENTRADA AT BRECKENRIDGE

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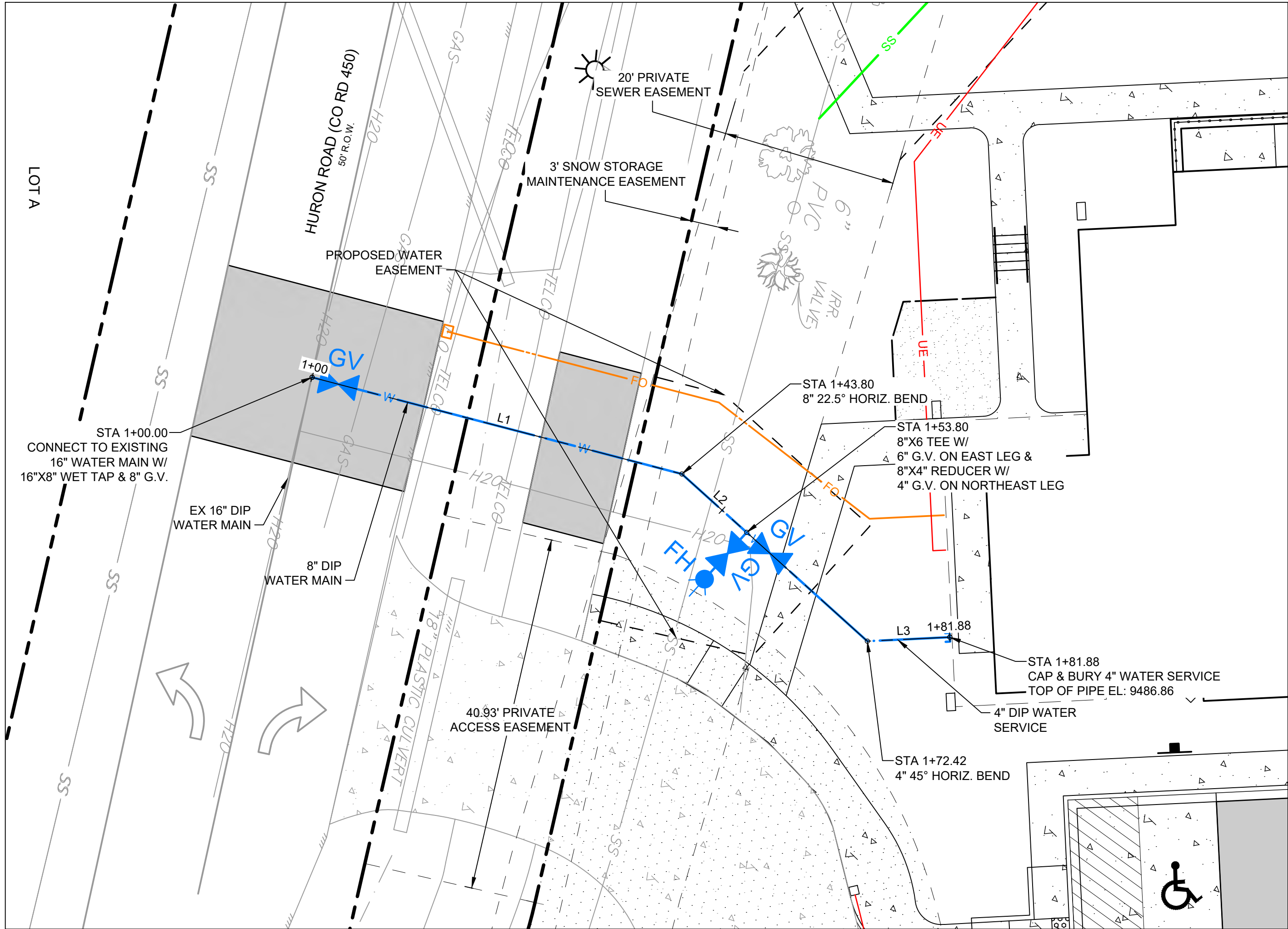
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COMPOSITE
UTILITY PLAN

SHEET NUMBER:

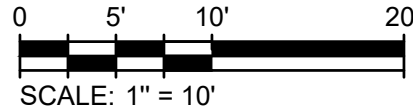
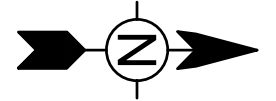
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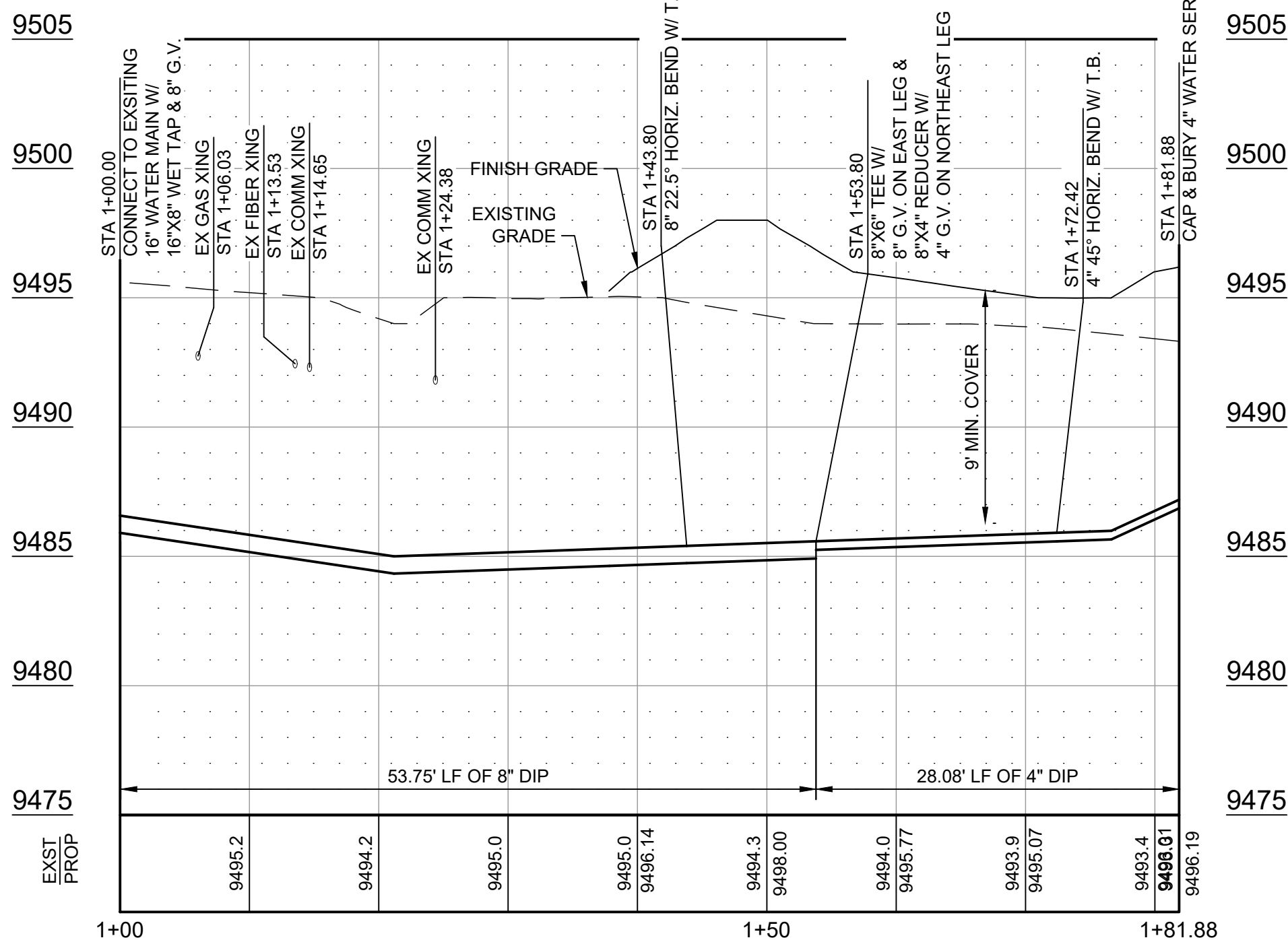


WATER LINE 1 ALIGNMENT TABLE					
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	START NORTHING & EASTING	END NORTHING & EASTING
L1	43.80'		N14° 38' 54.81"E	N: 1605341.173 E: 2846167.630	N: 1605383.552 E: 2846178.708
L2	28.62'		N42° 02' 46.52"E	N: 1605383.552 E: 2846178.708	N: 1605404.803 E: 2846197.874
L3	9.46'		N2° 44' 50.00"W	N: 1605404.803 E: 2846197.874	N: 1605414.252 E: 2846197.420

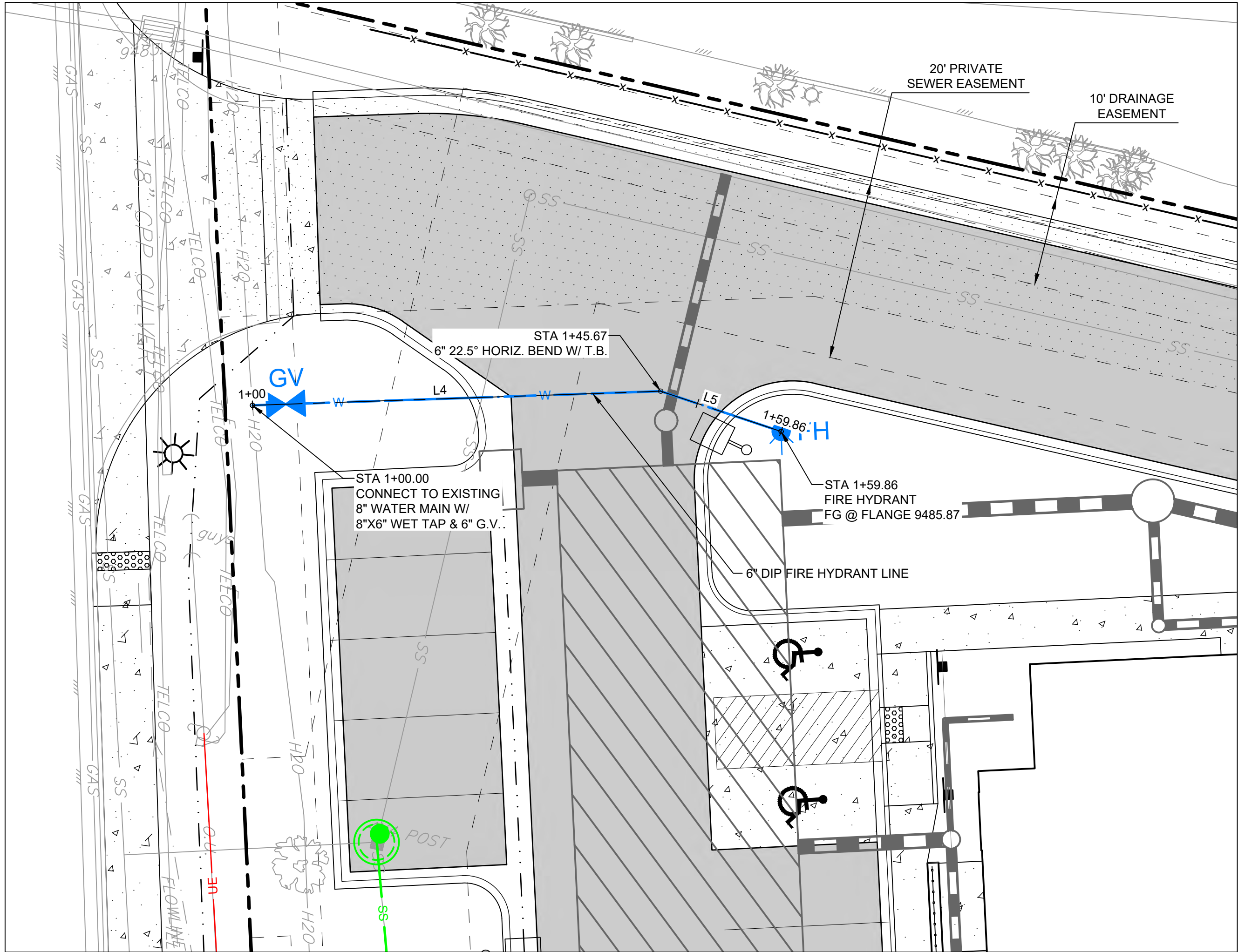
WATER LINE 1 PLAN
SCALE: 1" = 10'



- NOTES:
- SEE SHEET C-503 FOR WATER SYSTEM DETAILS.
 - ALL TEES, BEND, PLUGS, HYDRANTS AND WET TAPS REQUIRE THRUST BLOCKS AS SHOWN ON SHEET C-503.
 - SEE TOWN OF BRECKENRIDGE CONSTRUCTION STANDARDS FOR CONSTRUCTION REQUIREMENTS.
 - CONTRACTOR SHALL POTHOLE EXISTING WATER AND SEWER PIPES ALONG THE ROUTE OF THE NEW WATER MAIN OR SERVICE LINES AND PROVIDE VERIFIED ELEVATIONS AND LOCATIONS OF PIPES TO ENGINEER 1 WEEK PRIOR TO CONSTRUCTION OF NEW WATER MAIN OR SERVICE LINE.

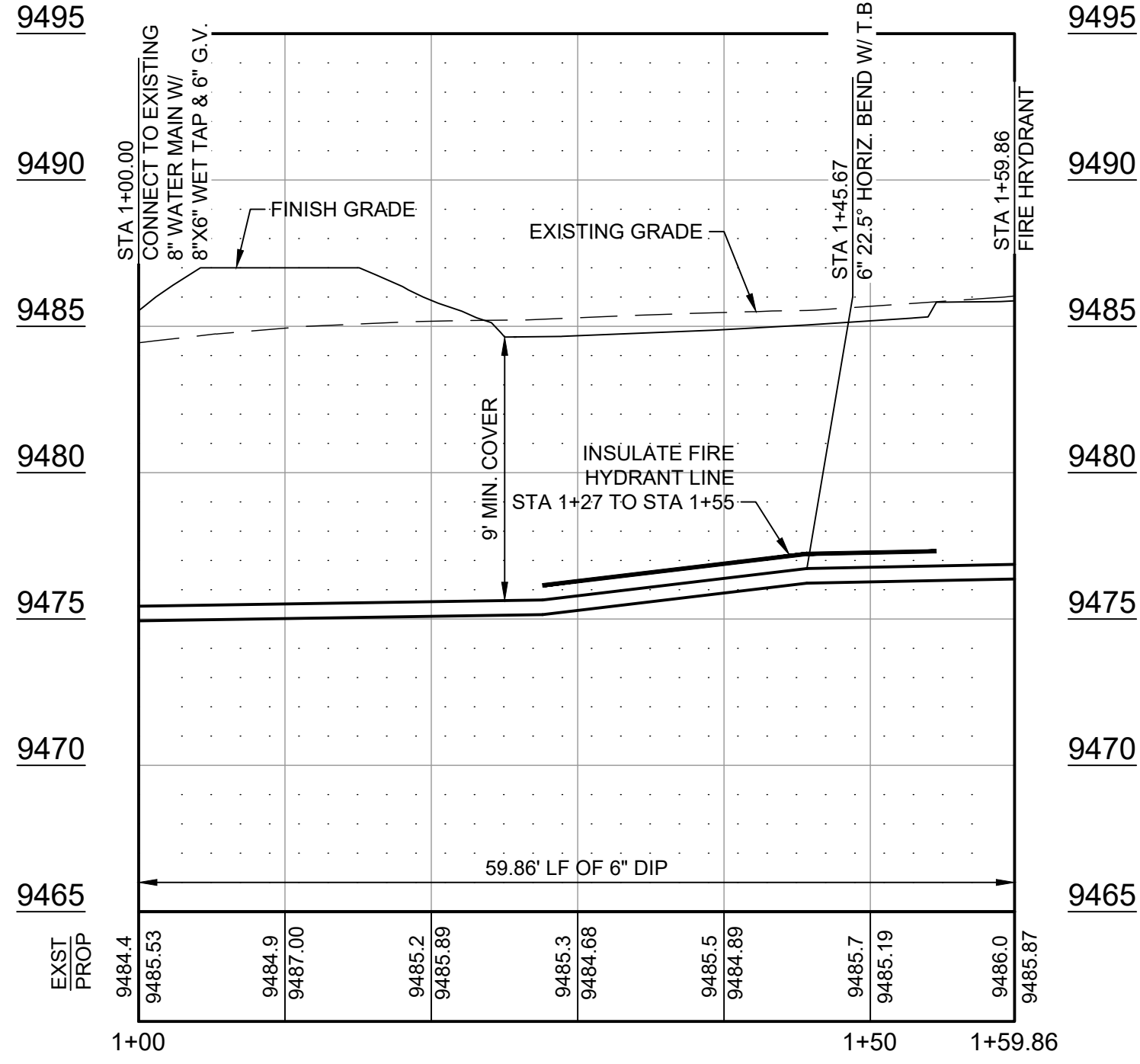
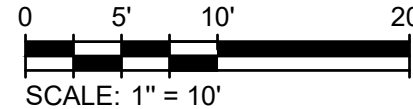


PROFILE WATER LINE 1
SCALE: HORIZ: 1" = 10' VERT: 1" = 5'



FIRE HYDRANT LINE 1 ALIGNMENT TABLE					
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	START NORTHING & EASTING	END NORTHING & EASTING
L4	45.67'		N88° 01' 13.80"E	N: 1605635.996 E: 2846055.499	N: 1605637.573 E: 2846101.138
L5	14.20'		S71° 31' 02.20"E	N: 1605637.573 E: 2846101.138	N: 1605633.072 E: 2846114.604

FIRE HYDRANT LINE 1 PLAN
SCALE: 1" = 10'



PROFILE FIRE HYDRANT LINE 1
SCALE: HORIZ: 1" = 10' VERT: 1" = 5'



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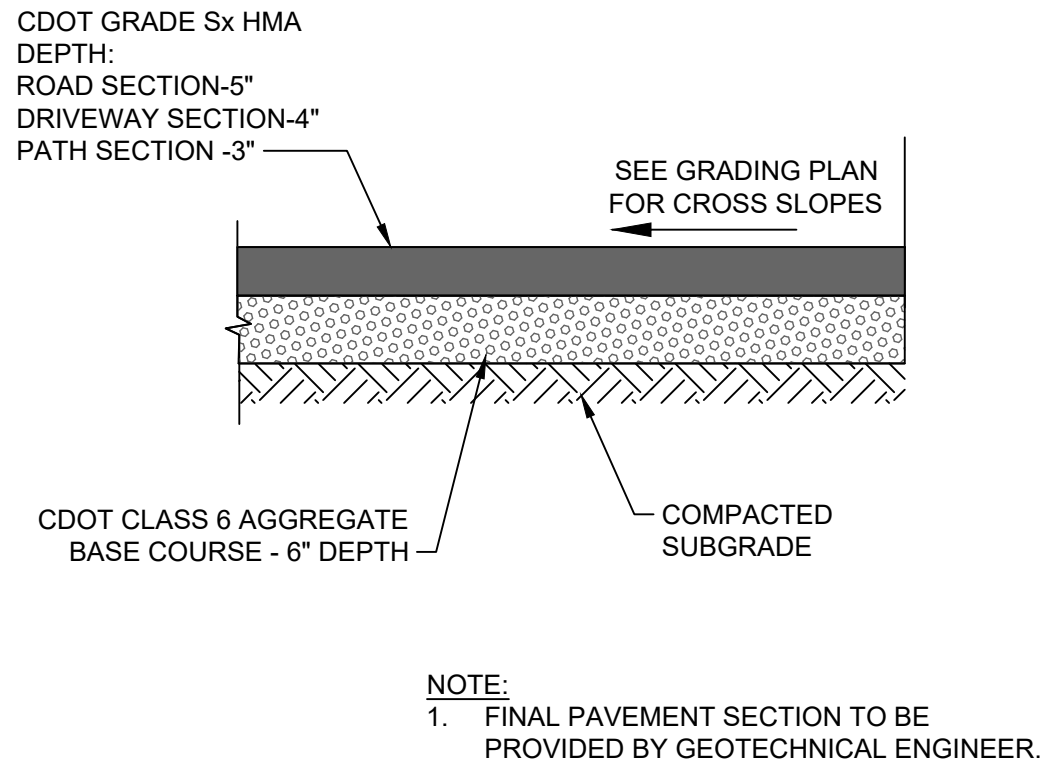
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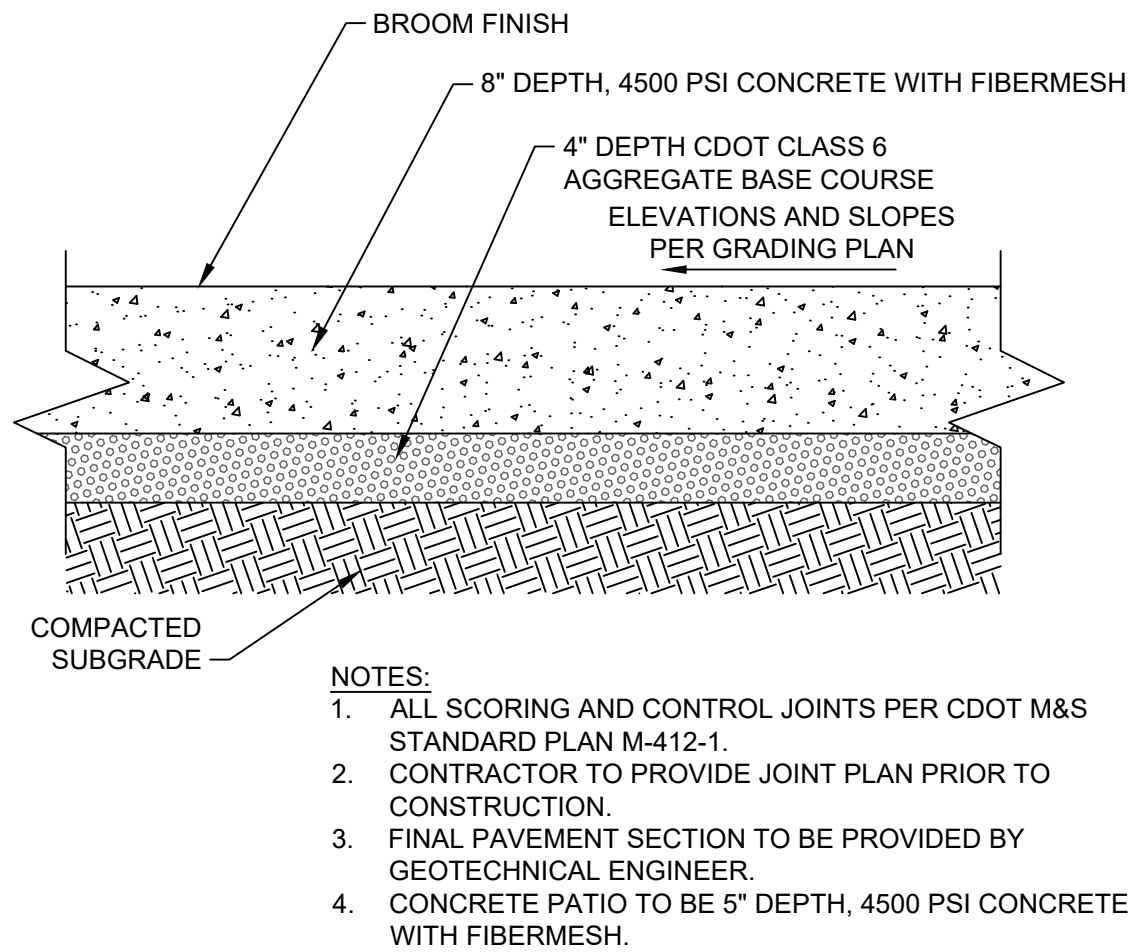
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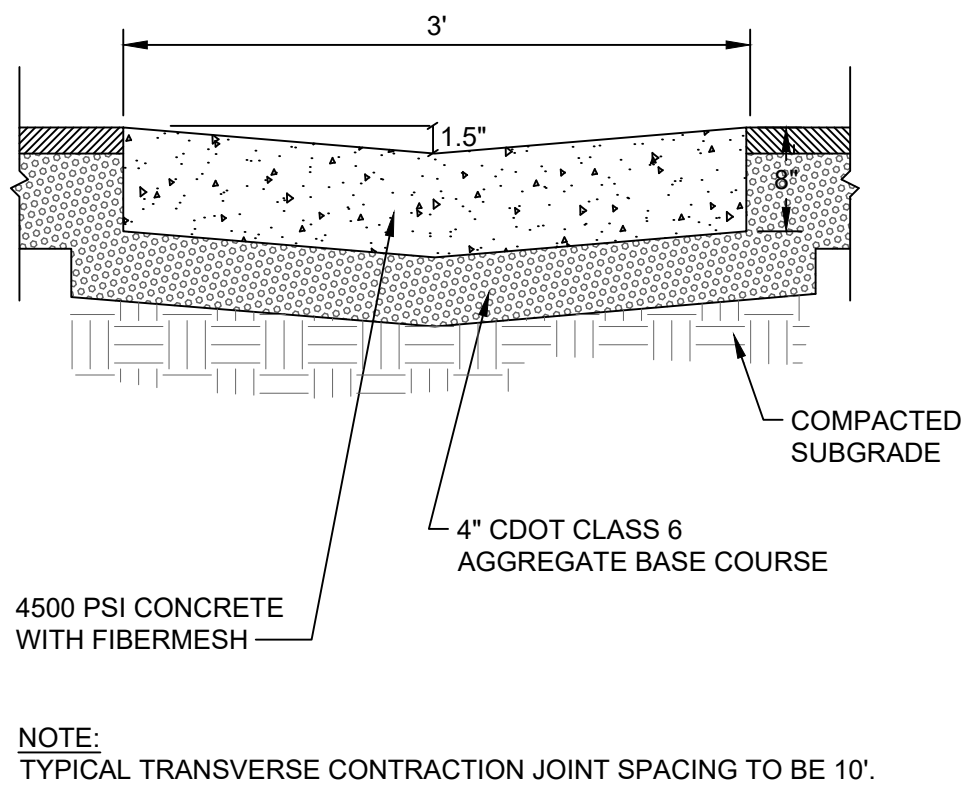
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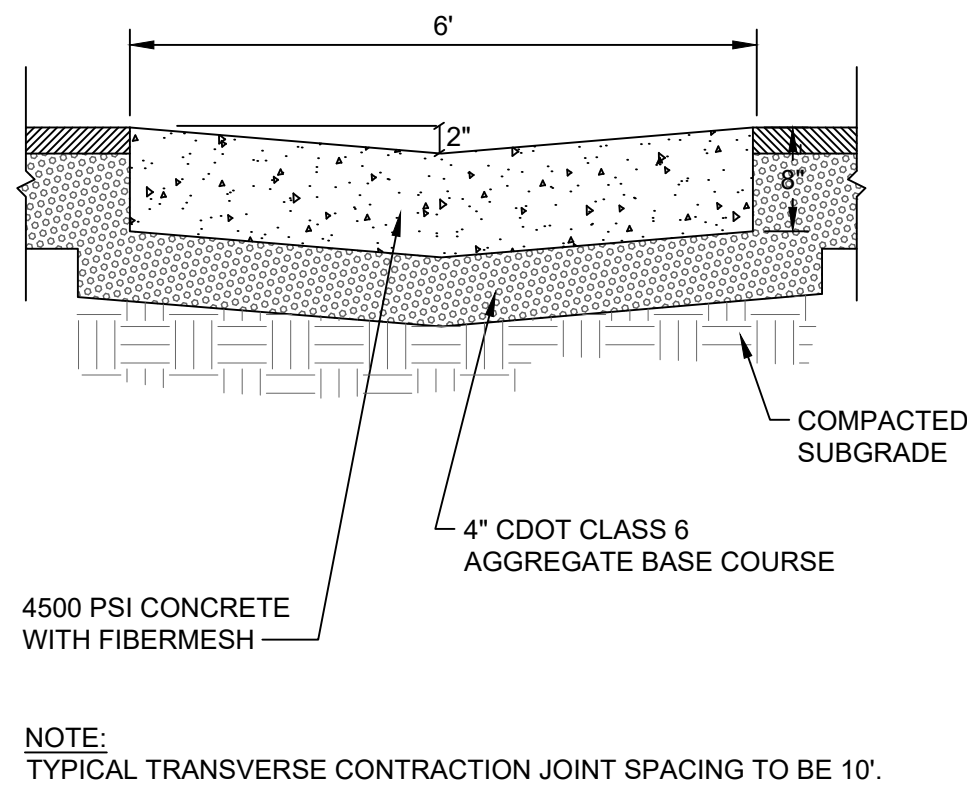
1 ASPHALT PAVEMENT SECTION
SCALE: N.T.S



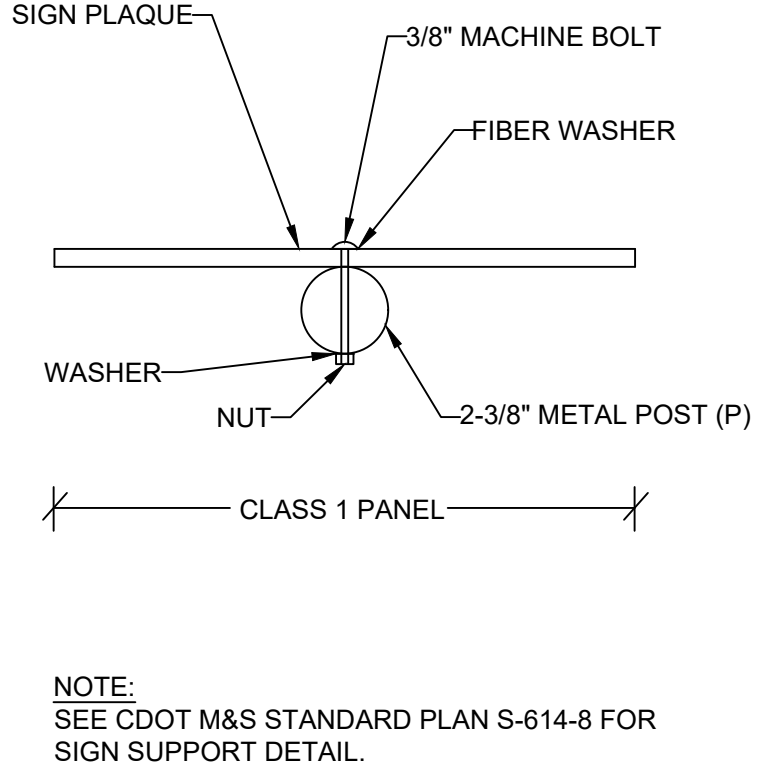
2 CONCRETE DRIVEWAY SECTION
SCALE: N.T.S



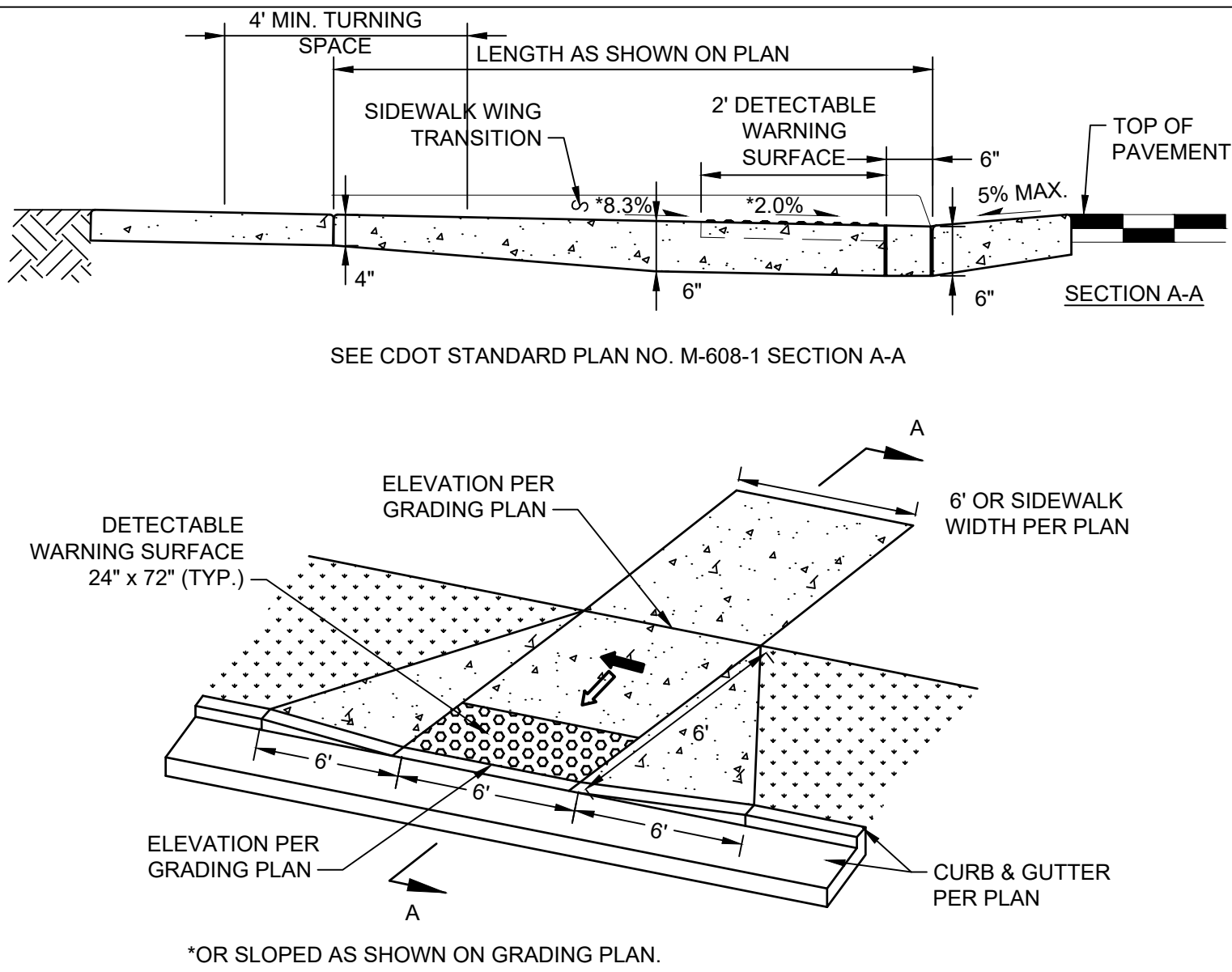
3 3' WIDE CONCRETE PAN
SCALE: N.T.S



4 6' WIDE CONCRETE PAN
SCALE: N.T.S

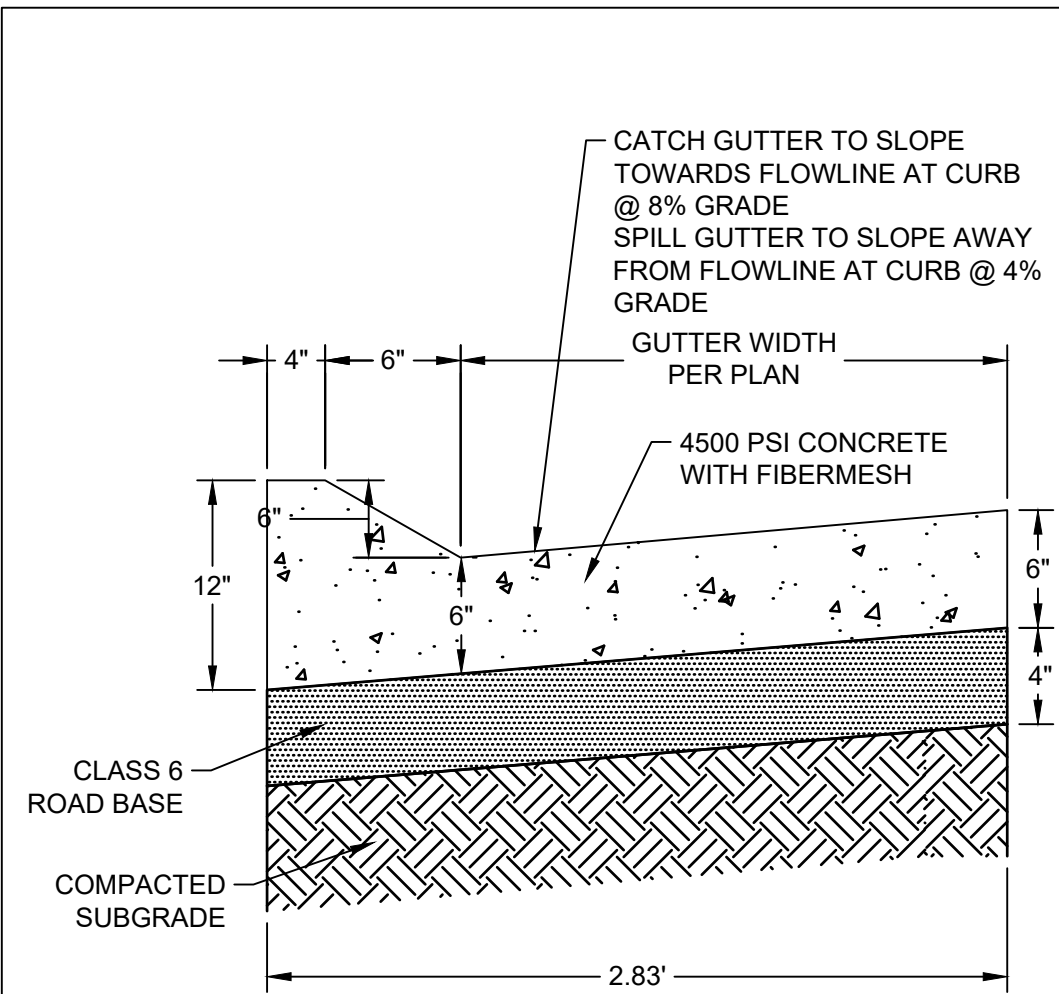


5 SIGN DETAIL
SCALE: N.T.S

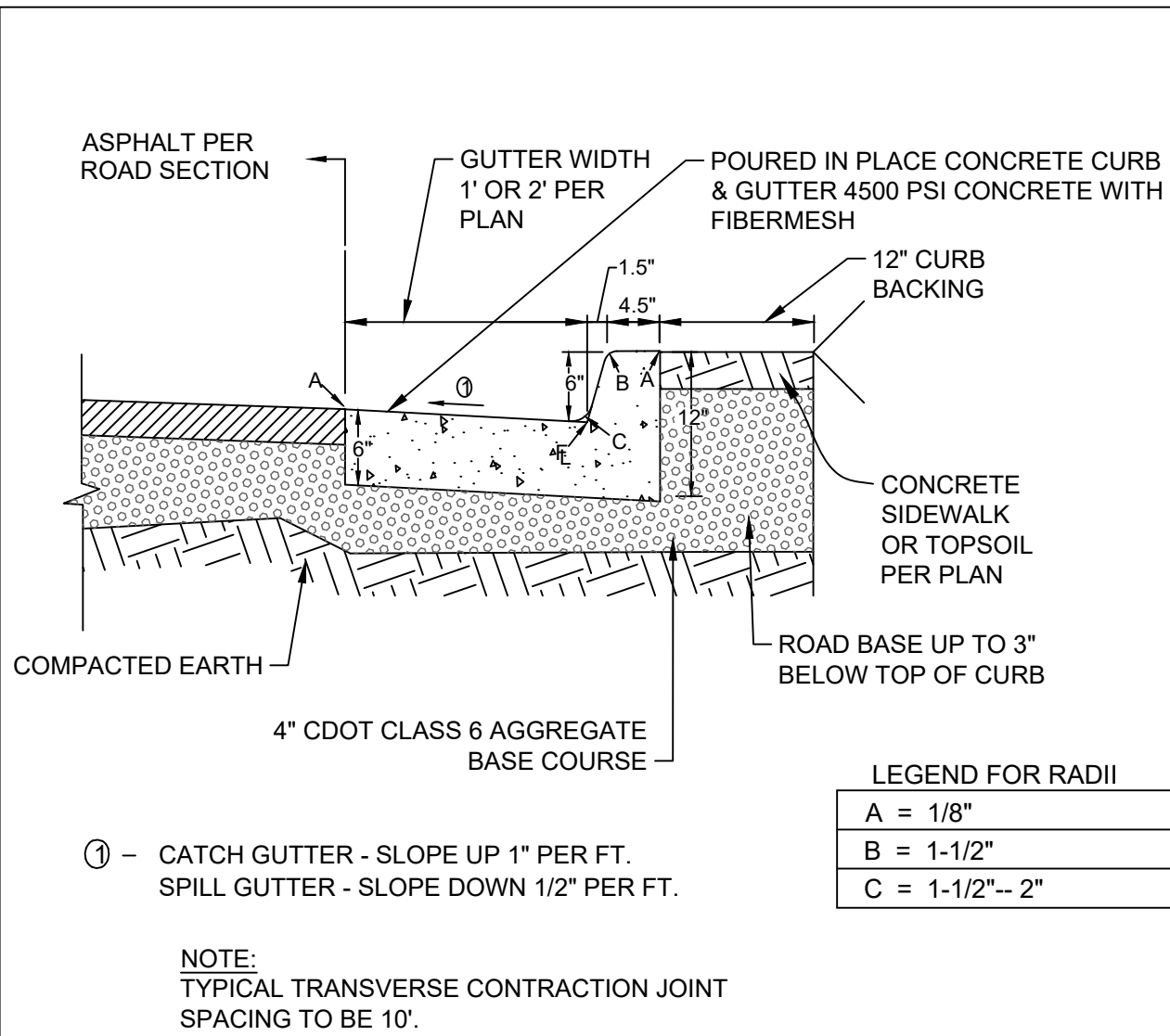


- NOTES:
- DETECTABLE WARNING PLATE SHALL BE CAST IRON.
 - RAMP RUNNING SLOPE - 8.3% MAX. ➡
 - TURNING SPACE RUNNING SLOPE - 2.0% MAX. TURNING SPACE RUNNING SLOPE IS MEASURED IN THE SAME DIRECTION AS THE RAMP RUNNING SLOPE. ➡
 - RAMP AND TURNING SPACE CROSS SLOPE - 2.0% TYPICAL. AT CROSSINGS WITHOUT YIELD OR STOP CONTROL, OR WITH A SIGNAL WHERE VEHICLES CAN PROCEED THROUGH THE INTERSECTION WITHOUT SLOWING OR STOPPING, THE CROSS SLOPE OF RAMPS AND TURNING SPACES MAY EQUAL THE HIGHWAY GRADE. AT MIDBLOCK PEDESTRIAN STREET CROSSINGS THE RAMP AND TURNING SPACE CROSS SLOPE MAY EQUAL THE HIGHWAY GRADE. ➡
 - TURNING SPACE DIMENSIONS - PROVIDE A TURNING SPACE AT THE TOP OF PERPENDICULAR RAMPS WITH A WIDTH EQUAL TO THE WIDTH OF THE CURB RAMP. TURNING SPACE ELGNTH MUST BE 4 FT MINIMUM, MEASURED IN THE DIRECTION OF THE RAMP RUN. WHEN A TURNING SPACE IS CONSTRAINED AT THE BACK OF SIDEWALK, INCREASE LENGTH TO 5 FT MINIMUM IN THE DIRECTION OF THE RAMP RUN.
 - RAMP ALIGNMENT - RAMPS SHALL BE ALIGNED TO BE FULLY CONTAINED WITHIN THE CROSSWALK OR STREET CROSSING THEY SERVE. PROVIDE ONE RAMP FOR EACH STREET CROSSING DIRECTION. IN ALTERATIONS, WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT PROVIDING ON CURB RAMP FOR EACH CROSSING DIRECTION, A SINGLE DIAGONAL CURB RAMP (ON THE APEX OF A CORNER) SHALL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET CROSSINGS. IF A DIAGONAL RAMP IS USED, A CLEAR SPACE 4 FT X 4 FT MUST BE PROVIDED AT THE BASE OF THE RAMP. THE CLEAR SPACE MUST BE WITHIN BOTH CROSSWALKS AND WHOLLY OUTSIDE OF ANY ADJACENT VEHICULAR TRAVEL LANES. DIAGONAL RAMPS ARE NOT ACCEPTABLE IN NEW CONSTRUCTION, OR FULL-DEPTH RECONSTRUCTION.
 - RAMP LENGTH - PERPENDICULAR RAMP LENGTH IS DEPENDENT UPON THE RAMP SLOPE, HEIGHT OF CURB, AND ADJACENT SIDEWALK CROSS-SLOPE. WHERE TERRAIN IS SLOPING A RAMP IS NOT REQUIRED TO CHASE GRADE MORE THAN 15 FT REGARDLESS OF THE RESULTING RAMP SLOPE.
 - RAMP FLARES - WHERE A RAMP EDGE ABUTS A WALKABLE SURFACE, A FLARED SIDE SHALL BE PROVIDED. RAMP FLARE SLOPES SHALL NOT EXCEED 10.0%.
 - VERTICAL CURB RETURNS - VERTICAL CURB RETURNS MAY BE USED ONLY WHERE A RAMP ABUTS A NON-WALKABLE SURFACE, OR WHERE A RAMP IS PROTECTED FROM PEDESTRIAN CROSS TRAFFIC (FOR EXAMPLE BY A SIGNAL CABINET OR UTILITY POLE WHICH BLOCKS PASSAGE).
 - GUTTER COUNTER SLOPE - 5.0% MAX.

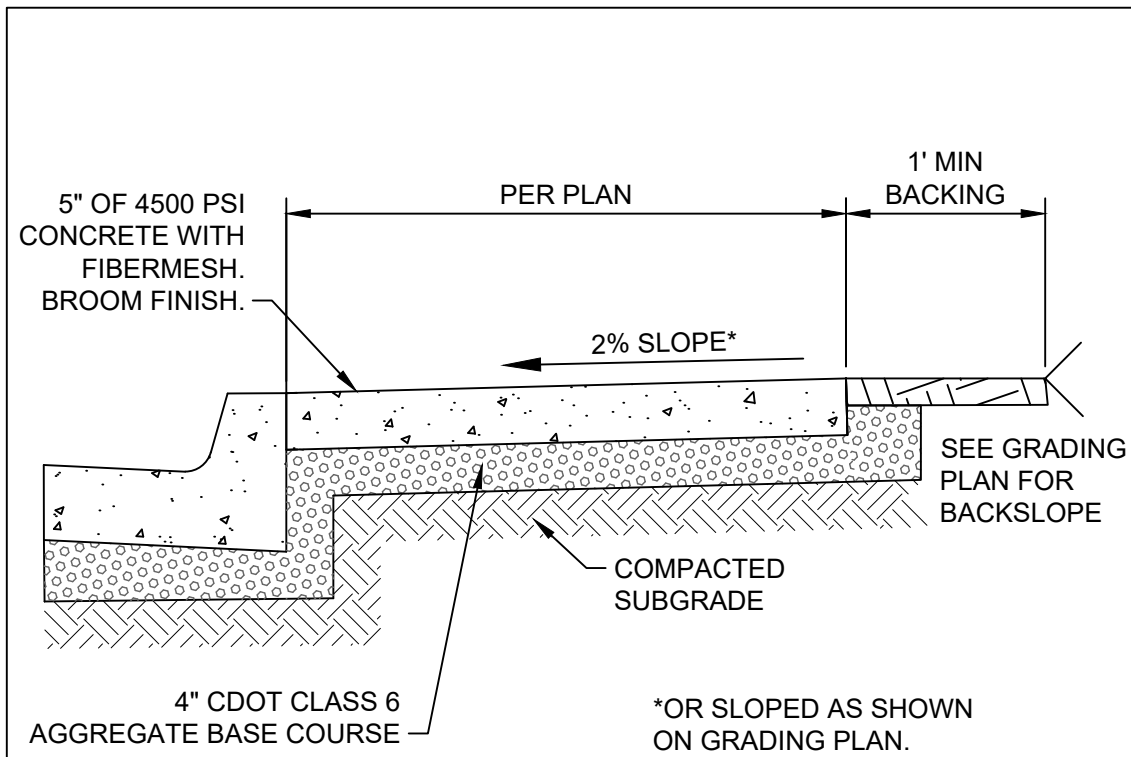
6 TYPICAL PERPENDICULAR RAMP DETAIL
SCALE: N.T.S



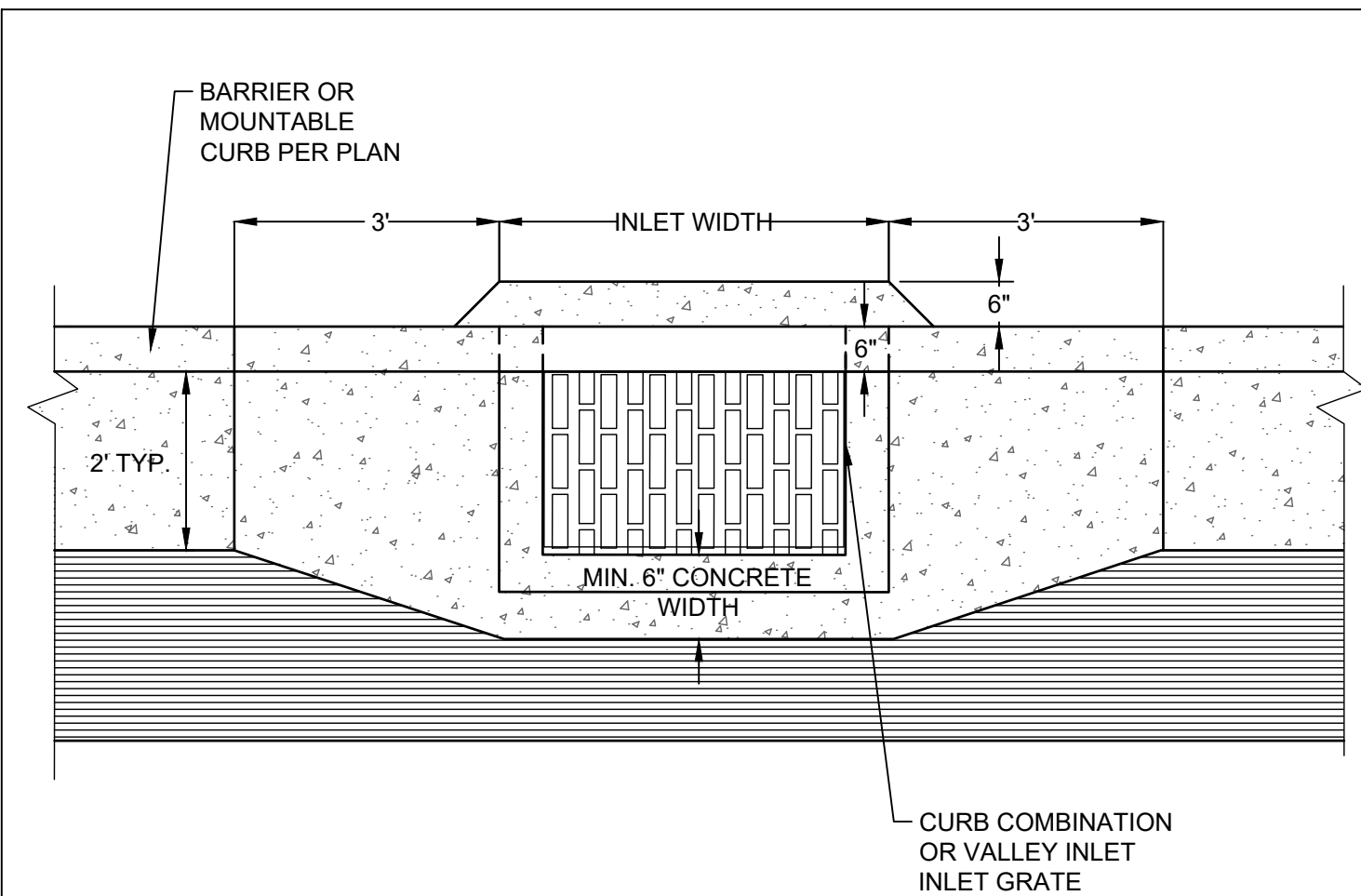
7 MOUNTABLE CURB & GUTTER
SCALE: N.T.S



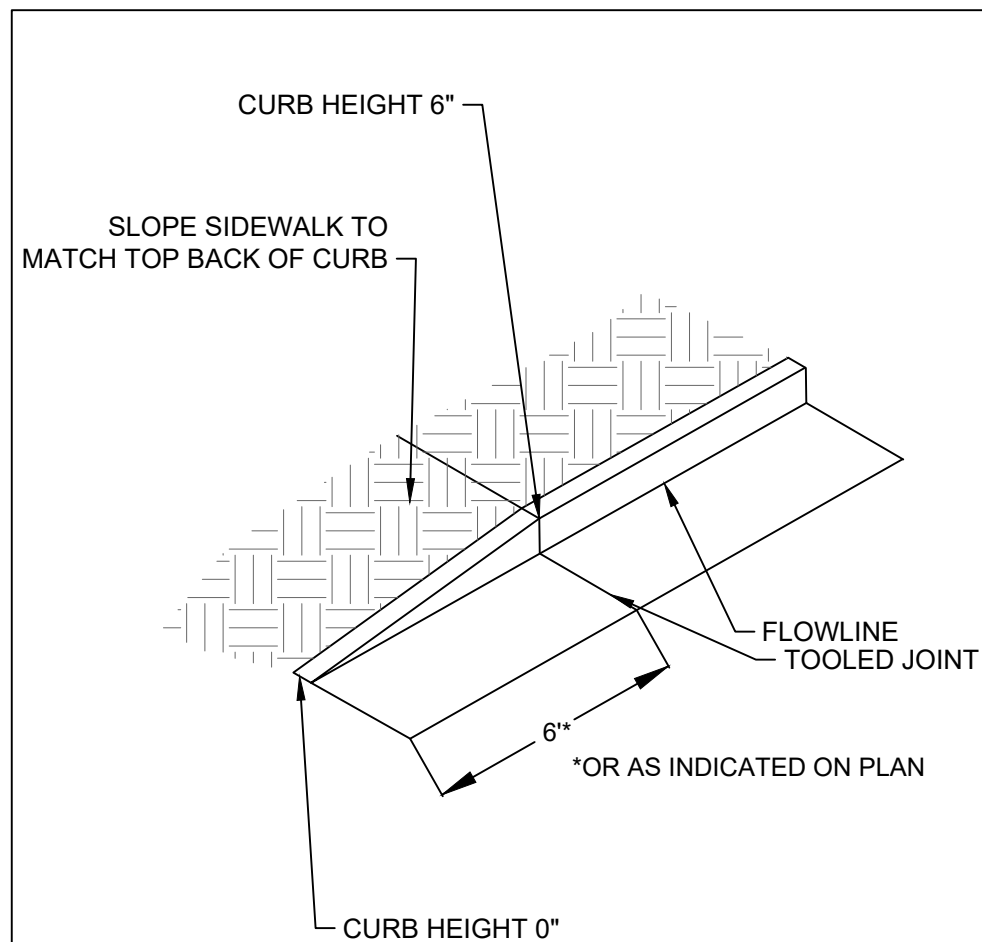
8 BARRIER CURB & GUTTER
SCALE: N.T.S



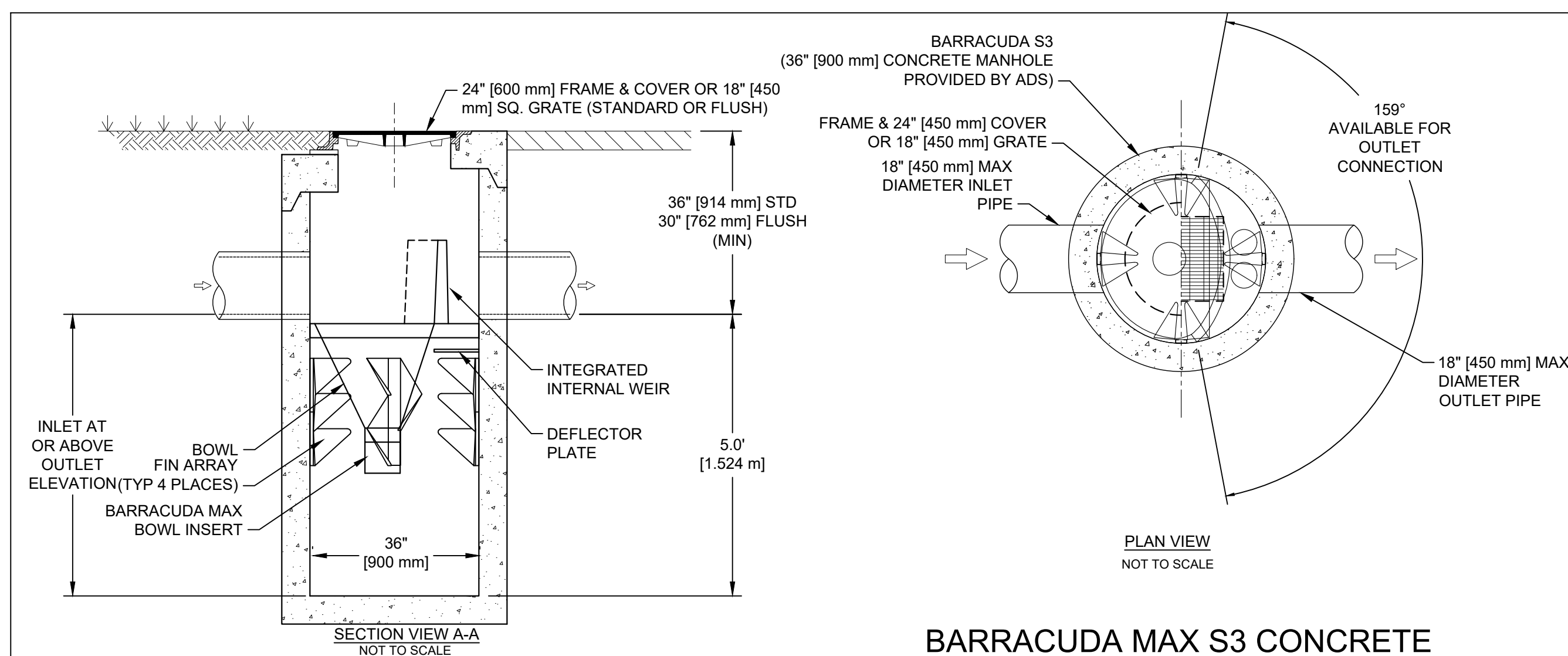
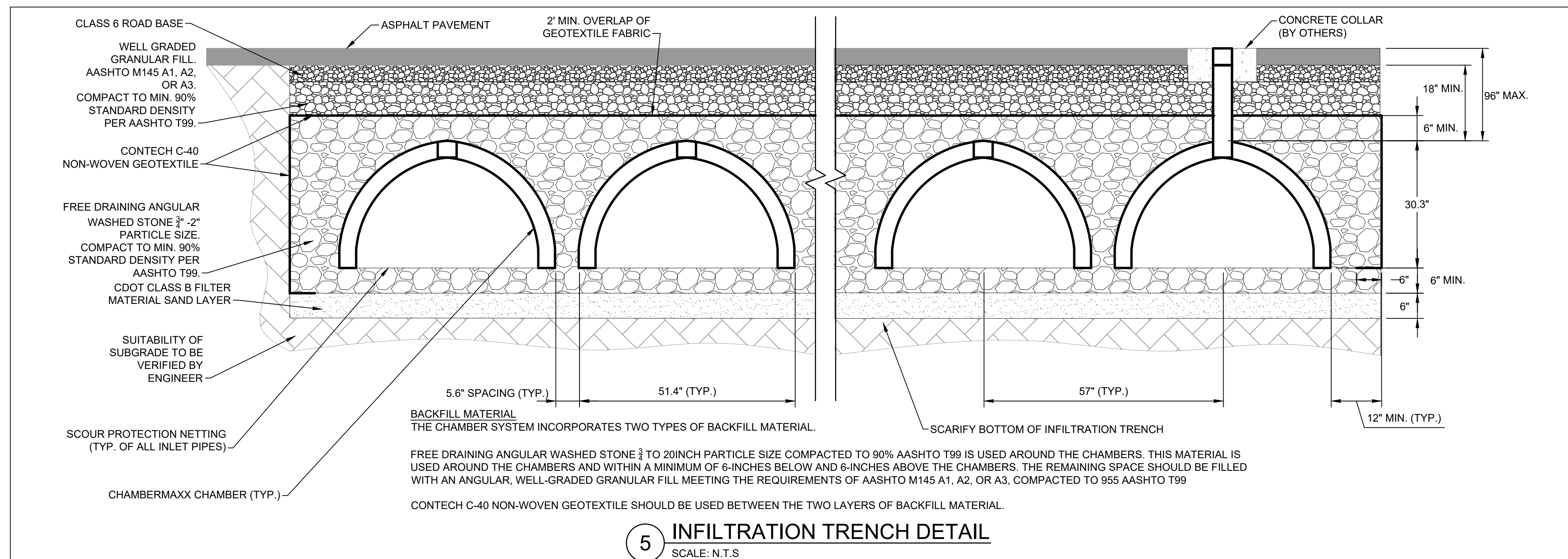
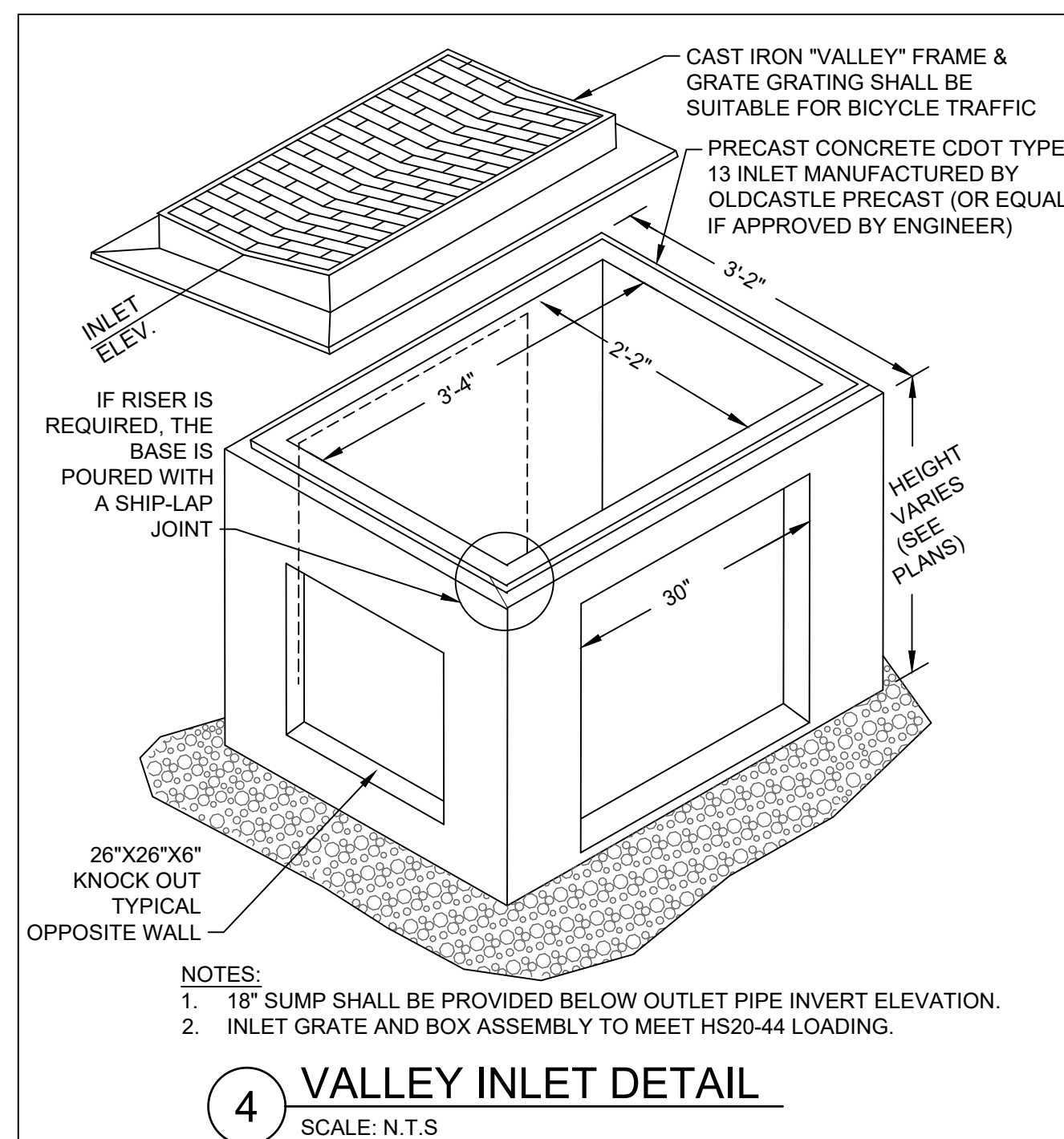
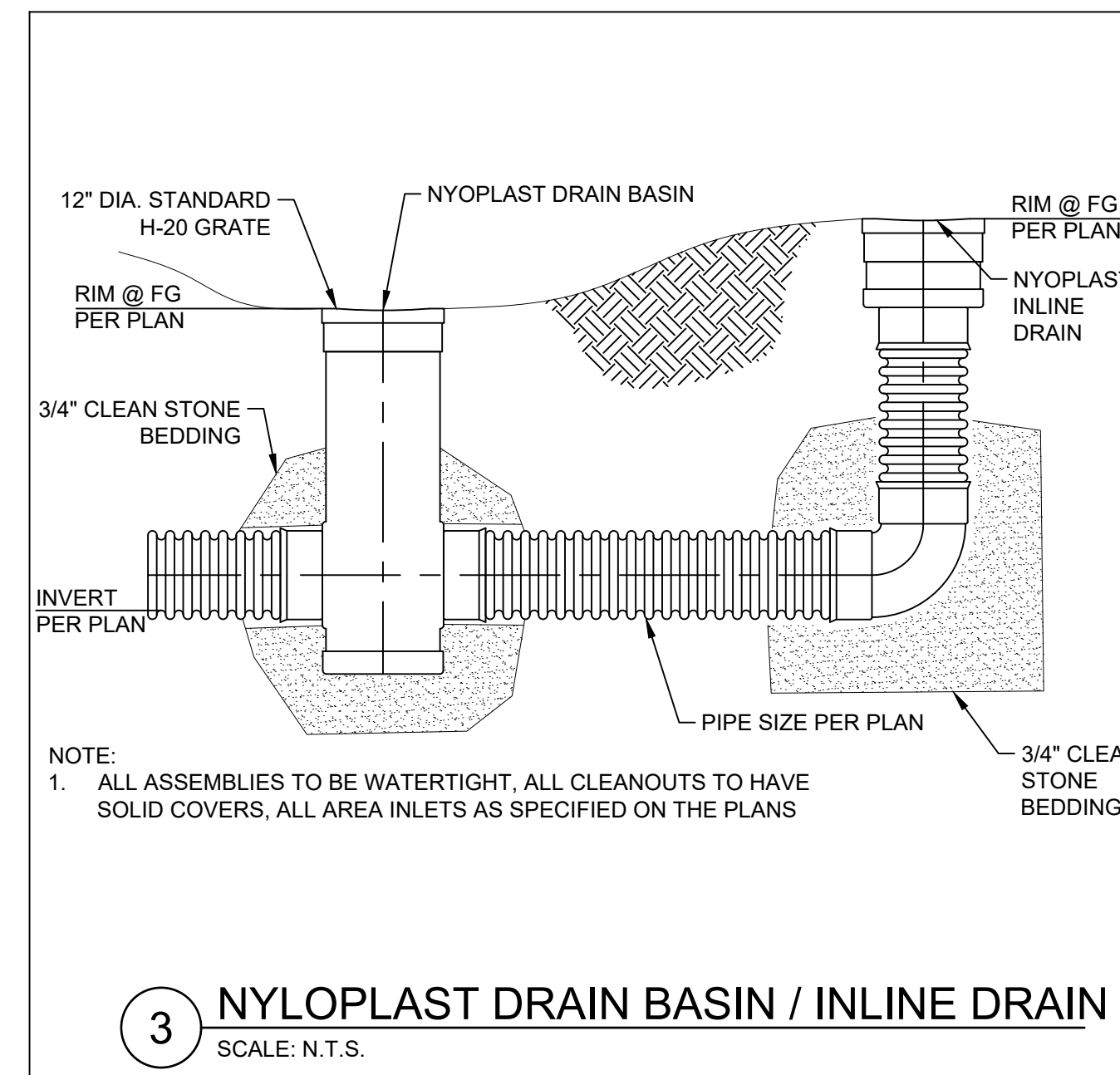
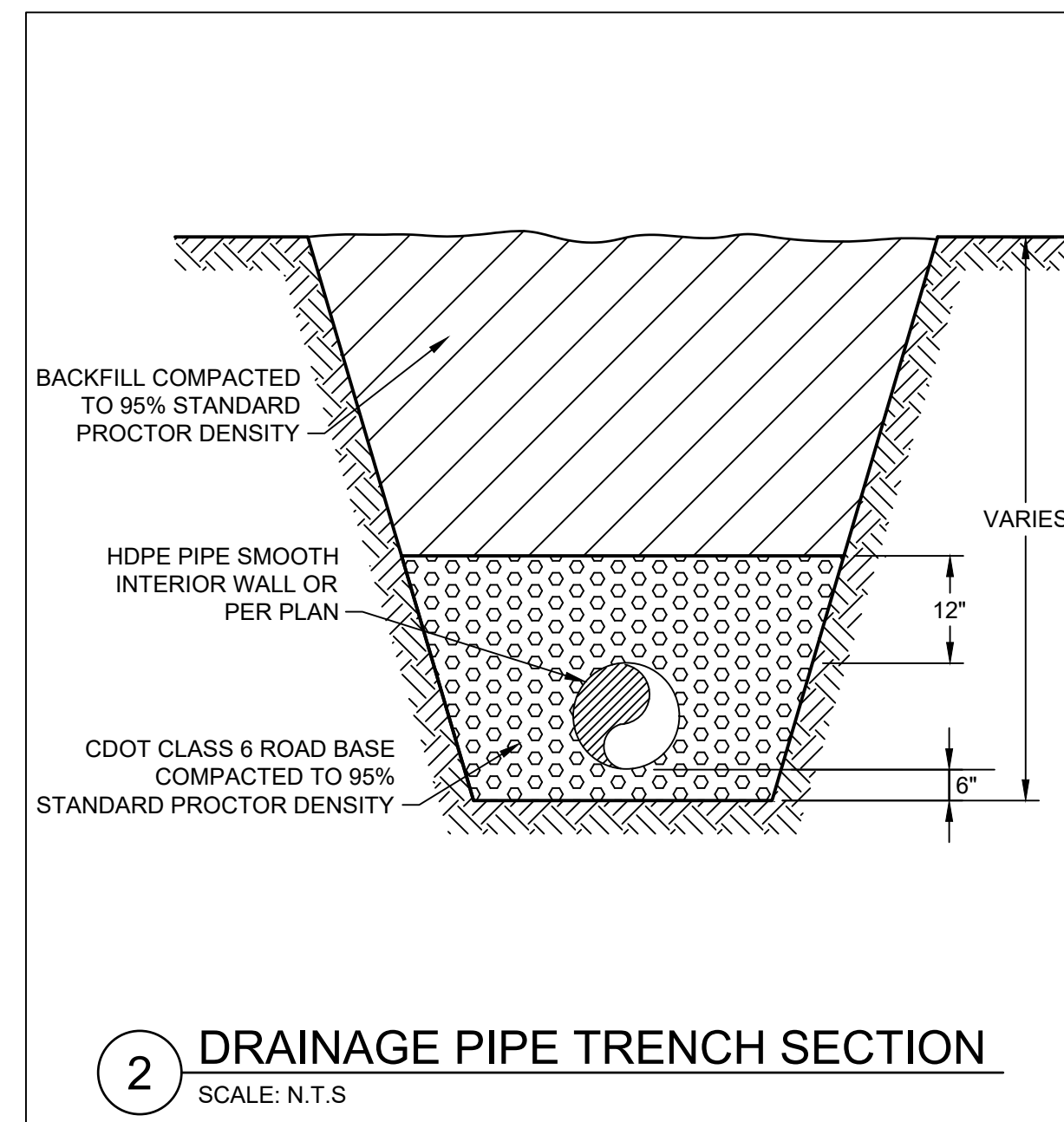
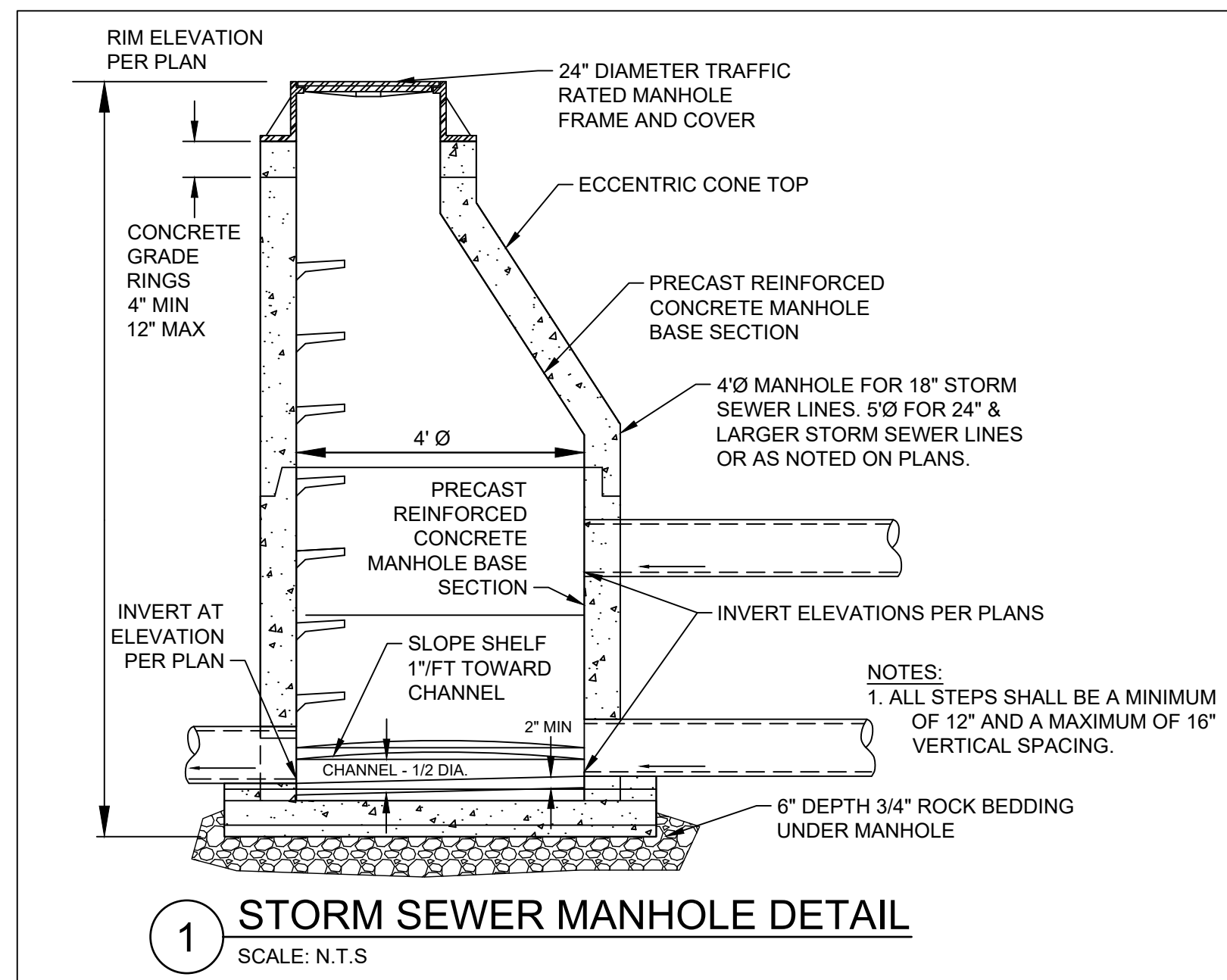
9 CONCRETE SIDEWALK DETAIL
SCALE: N.T.S



10 CURB AND GUTTER TRANSITION AT INLETS
SCALE: N.T.S



11 CURB END DETAIL
SCALE: N.T.S



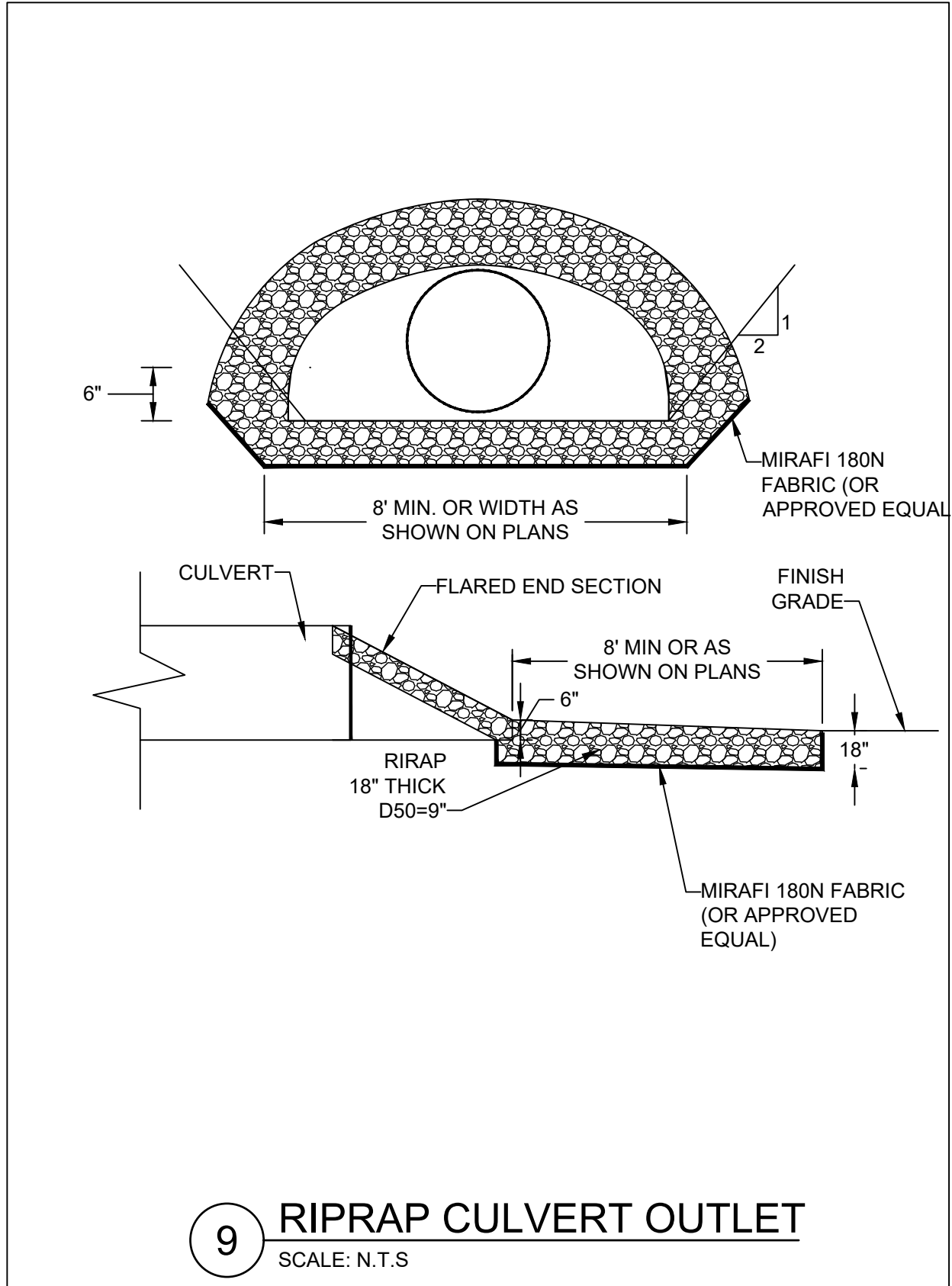
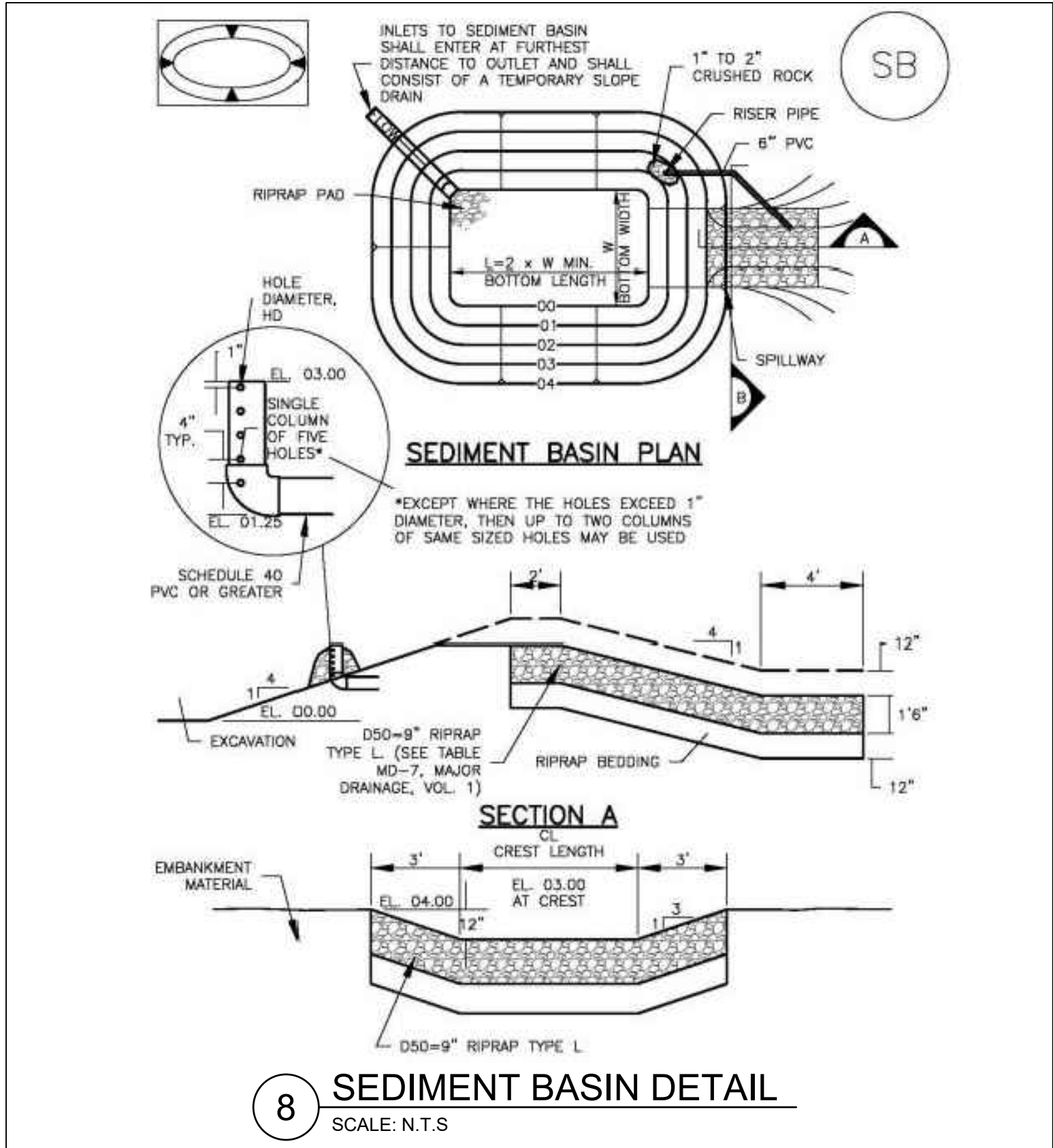
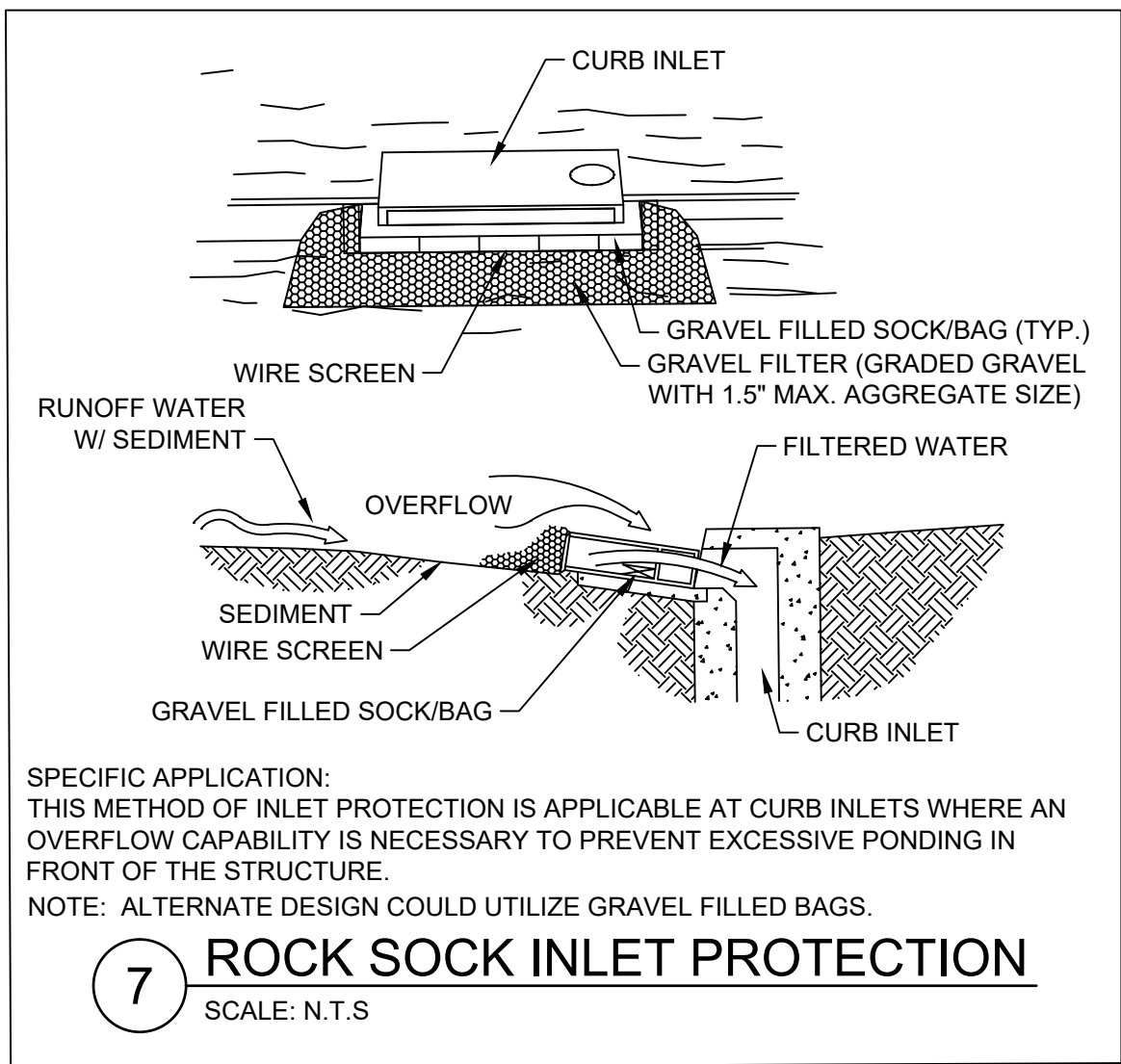
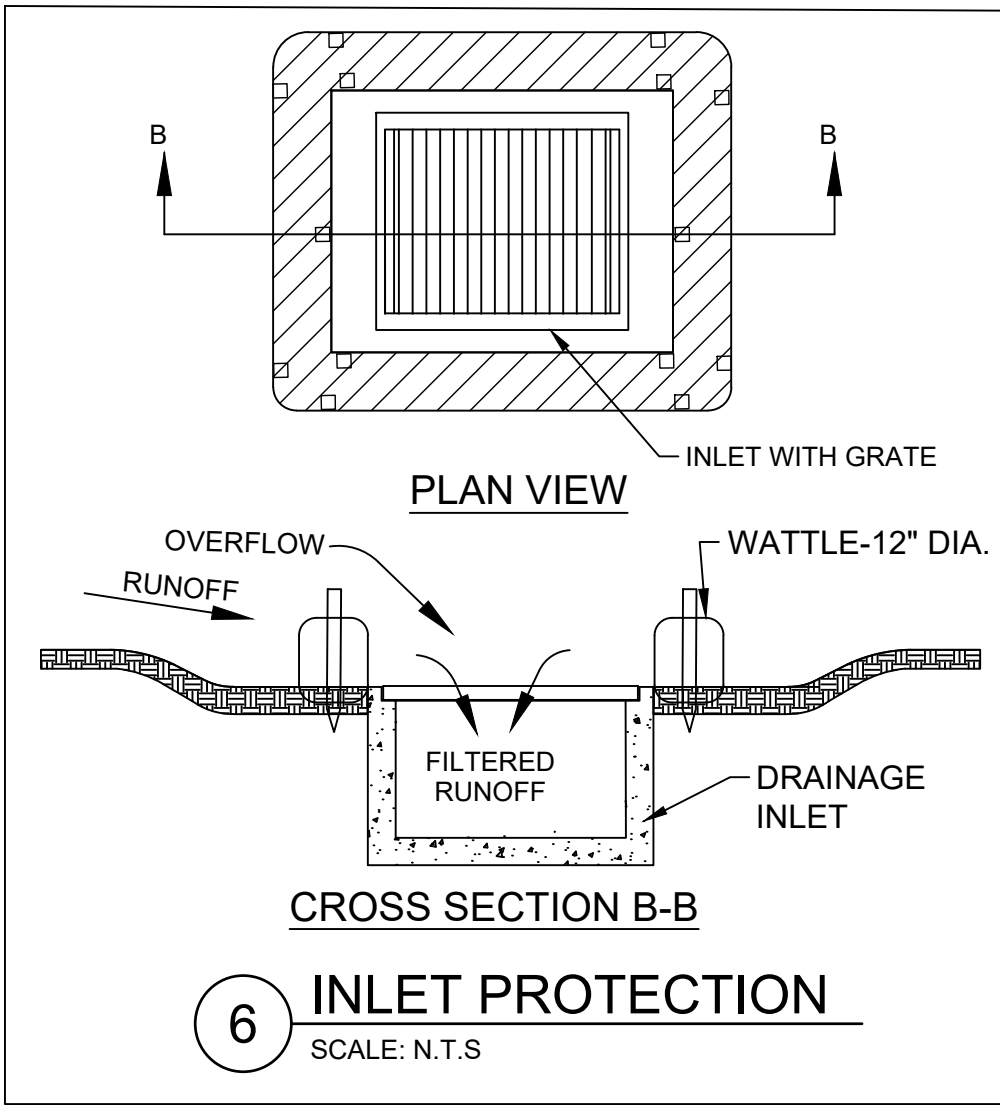
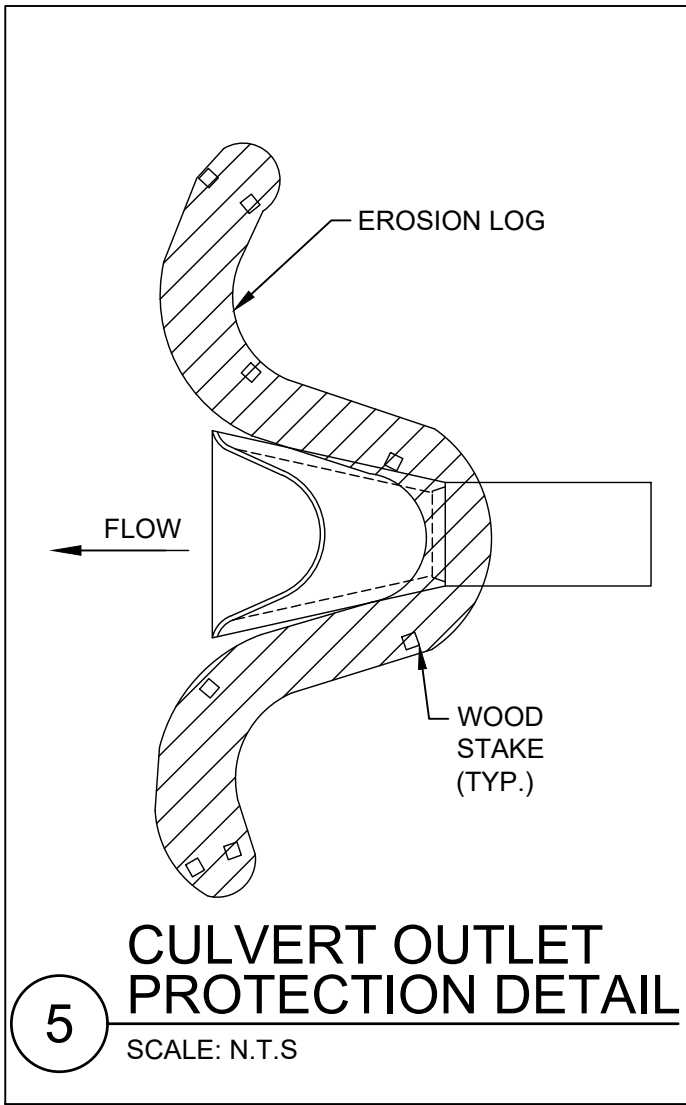
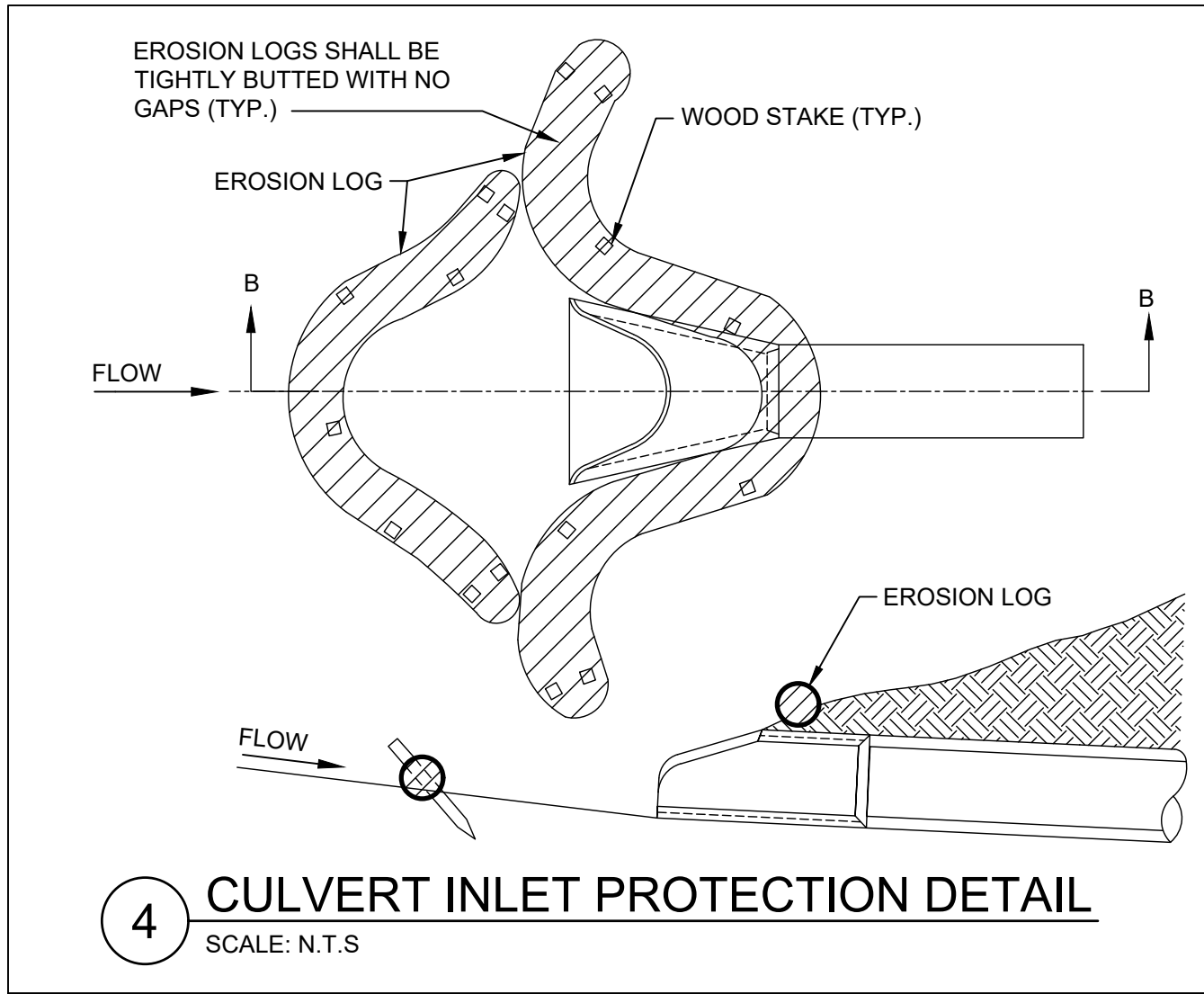
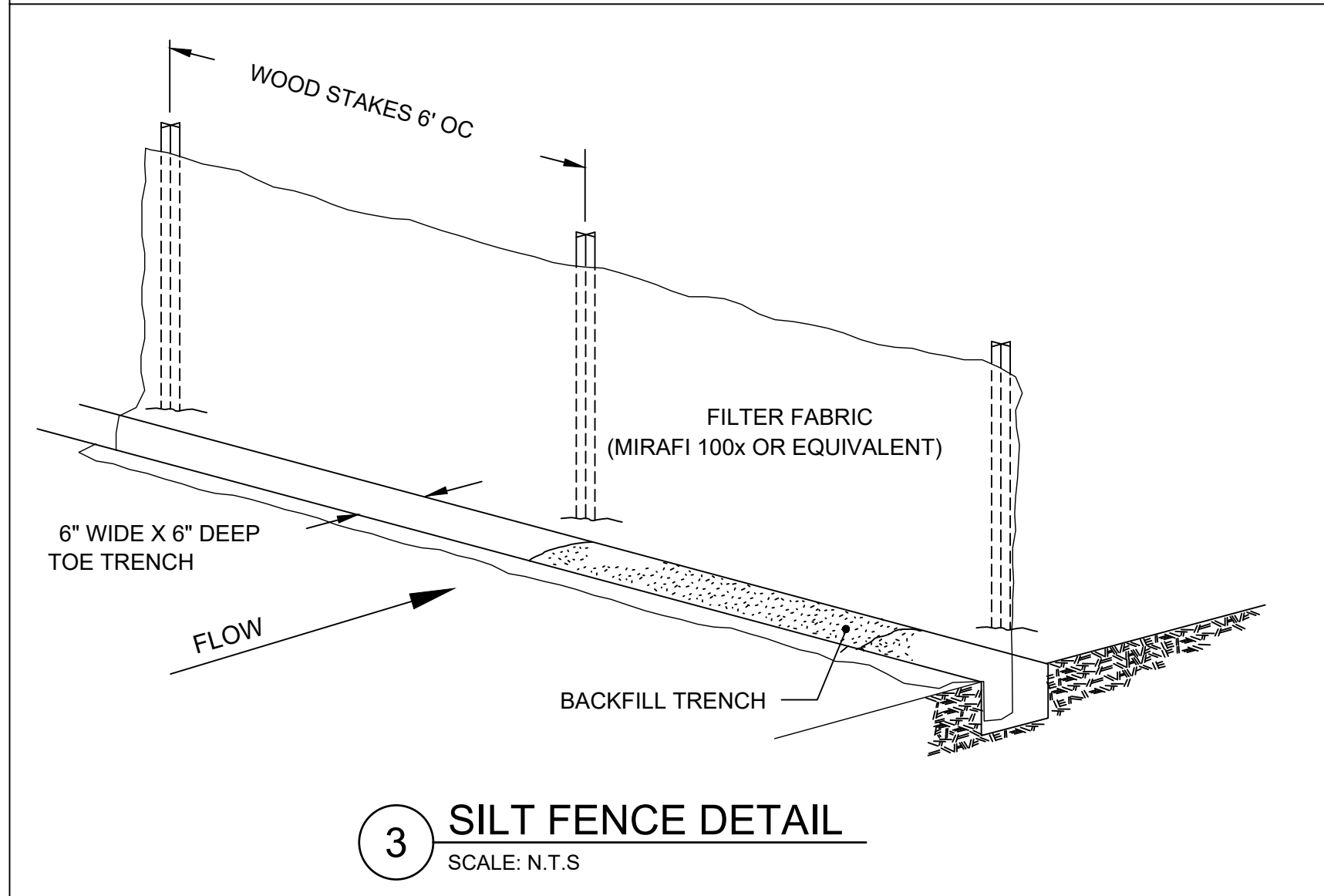
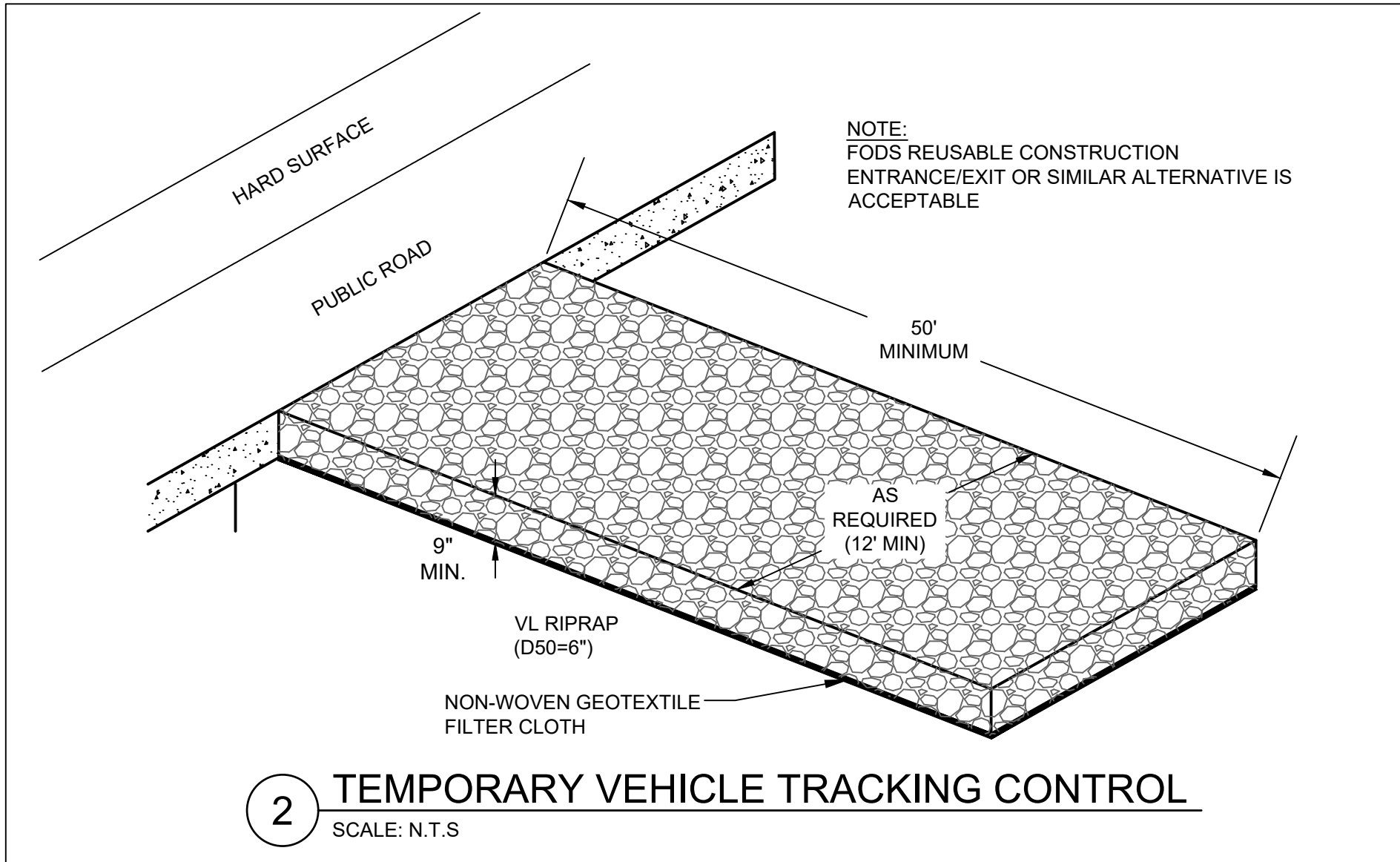
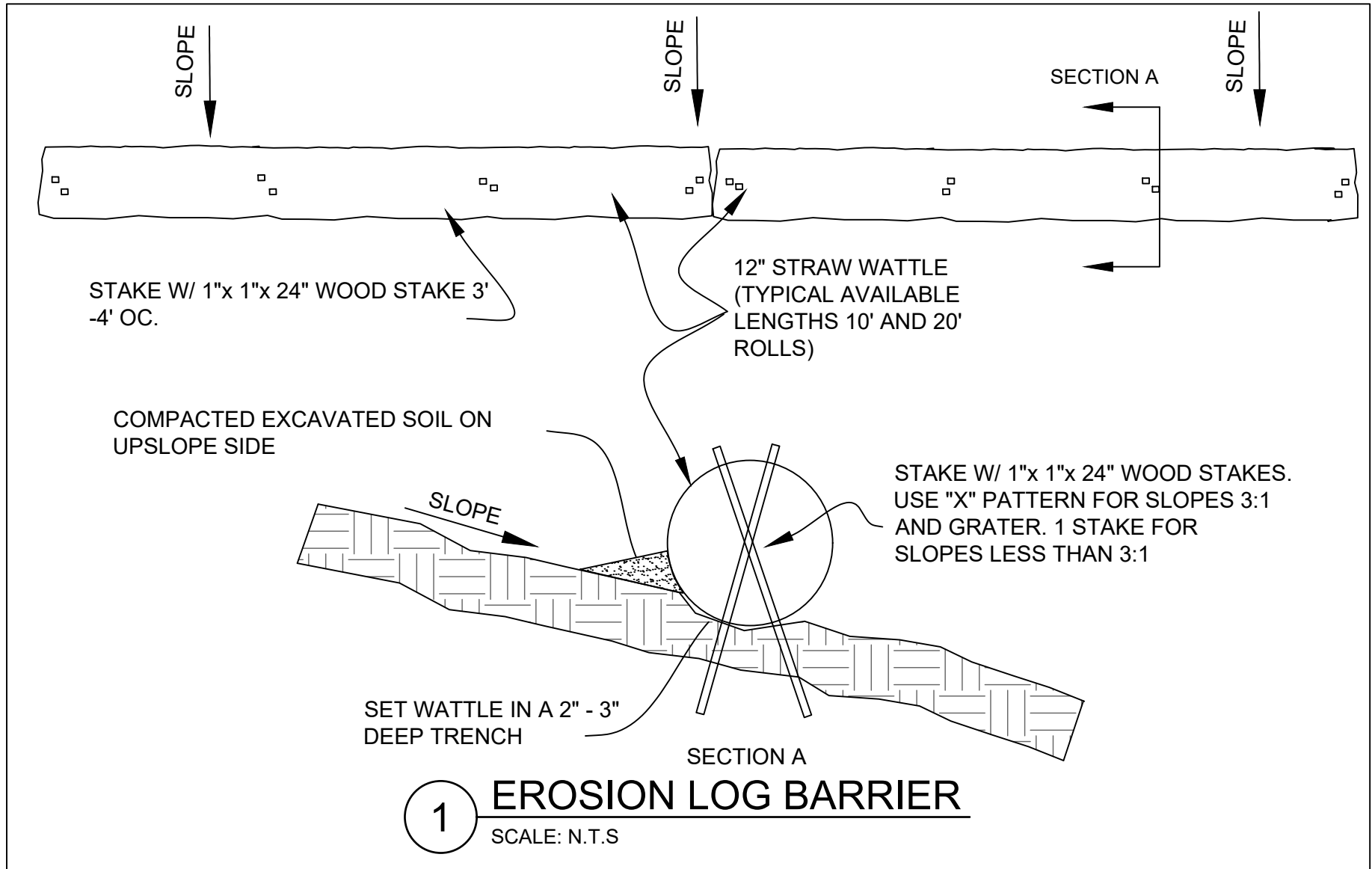
PRODUCT SPECIFICATIONS

- THE STORMWATER TREATMENT UNIT SHALL BE AN INLINE UNIT CAPABLE OF CONVEYING 100% OF THE DESIGN PEAK FLOW. IF PEAK FLOW RATES EXCEED MAXIMUM HYDRAULIC RATE, THE UNIT SHALL BE INSTALLED OFFLINE.
- THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 80% OF THE SUSPENDED SOLIDS ON AN ANNUAL AGGREGATE REMOVAL BASIS. SAID REMOVAL SHALL BE BASED ON FULL-SCALE THIRD PART TESTING USING 0K-110 MEDIA GRADATION OR EQUIVALENT AND 300 mg/L INFLUENT CONCENTRATION. SAID FULL SCALE TESTING SHALL HAVE INCLUDED SEDIMENT CAPTURE BASED ON ACTUAL TOTAL MASS COLLECTED BY THE STORMWATER TREATMENT UNIT.
 - OR-
 - THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS USING A MEDIA MIX WITH d_{50} =75 MICRON AND 200 MG/L INFLUENT CONCENTRATION.
 - OR-
 - THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS PER PREVIOUS 2013 NJDEP/INCAT HDS PROTOCOL.

NOTES:

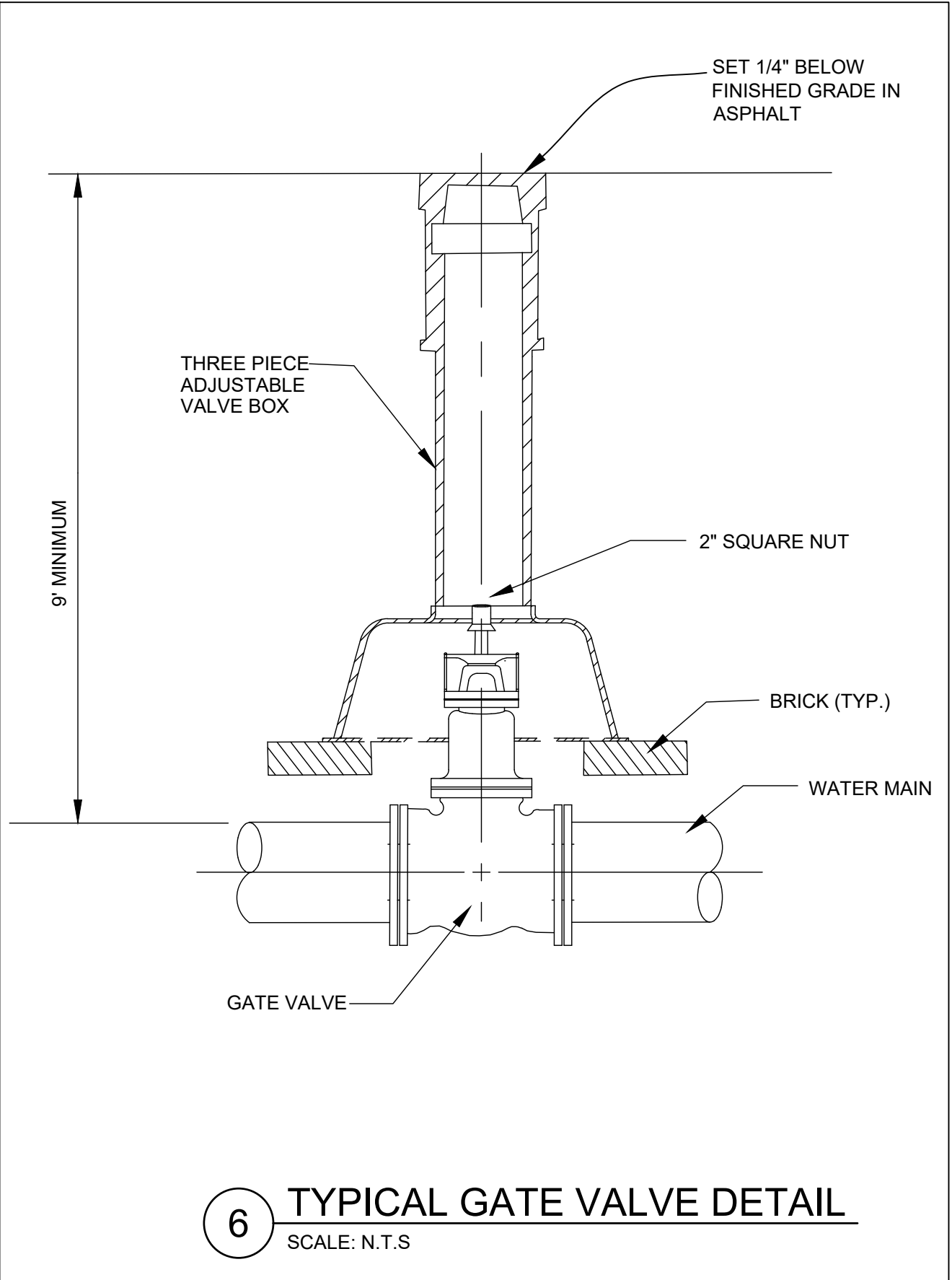
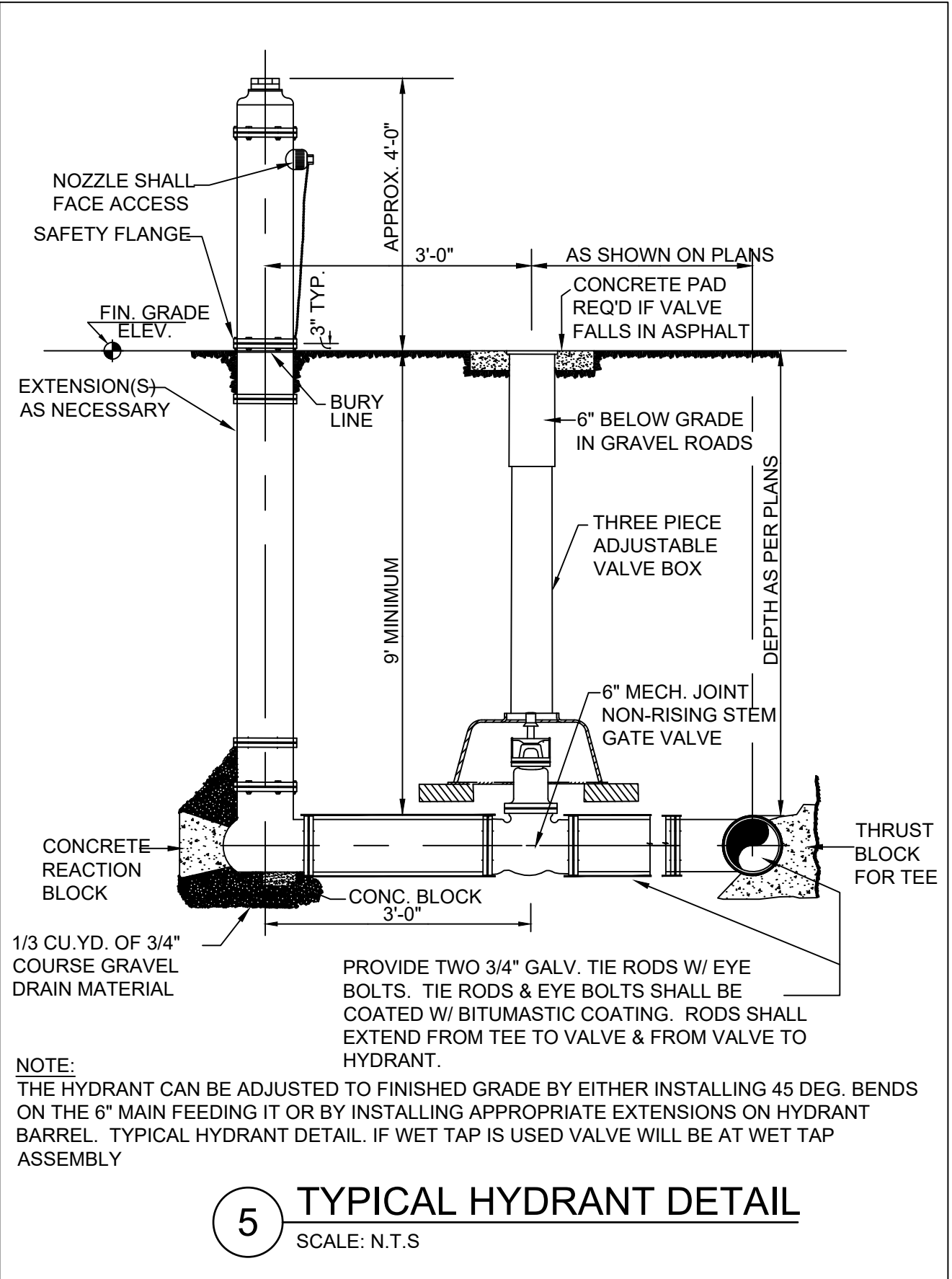
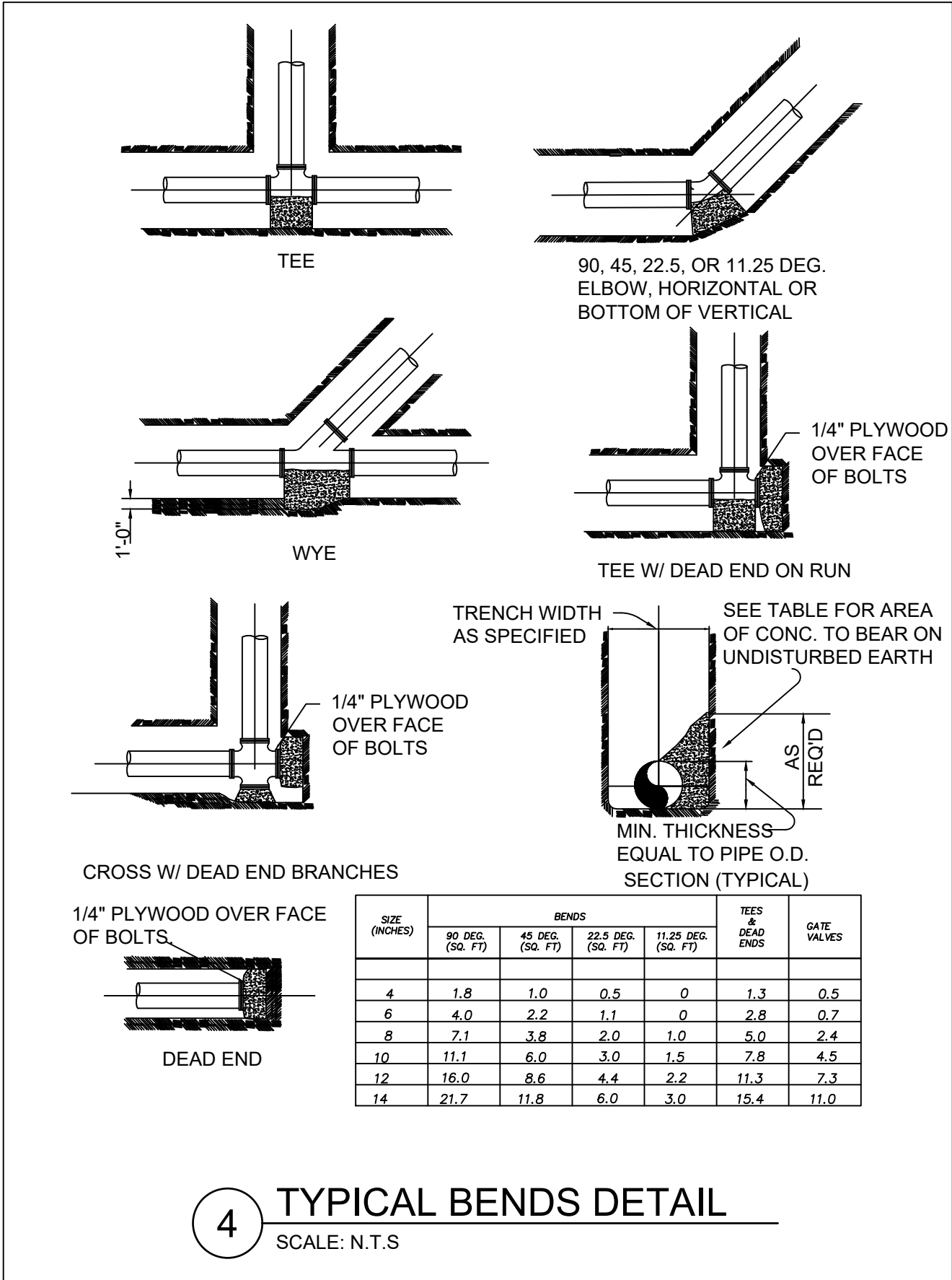
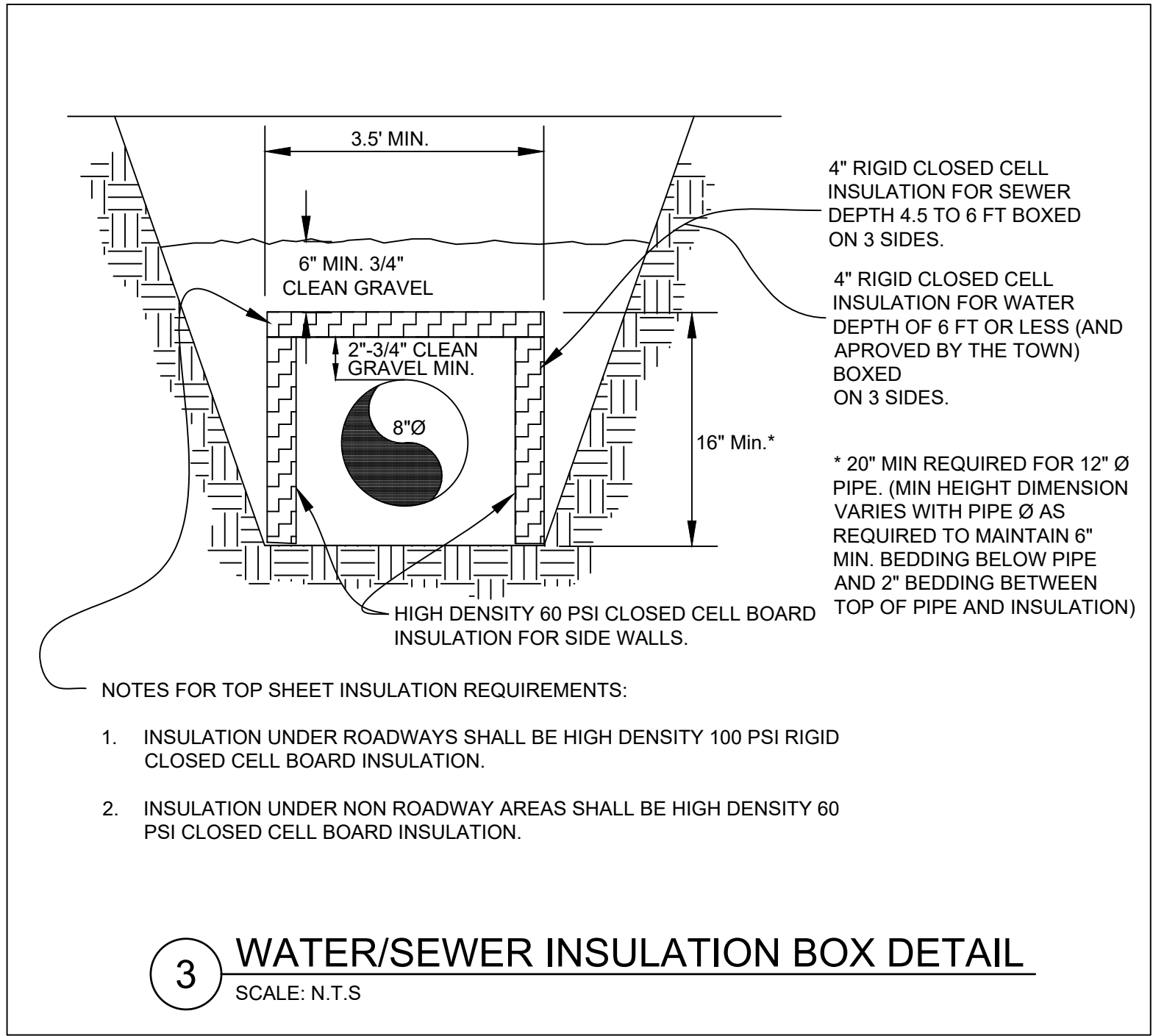
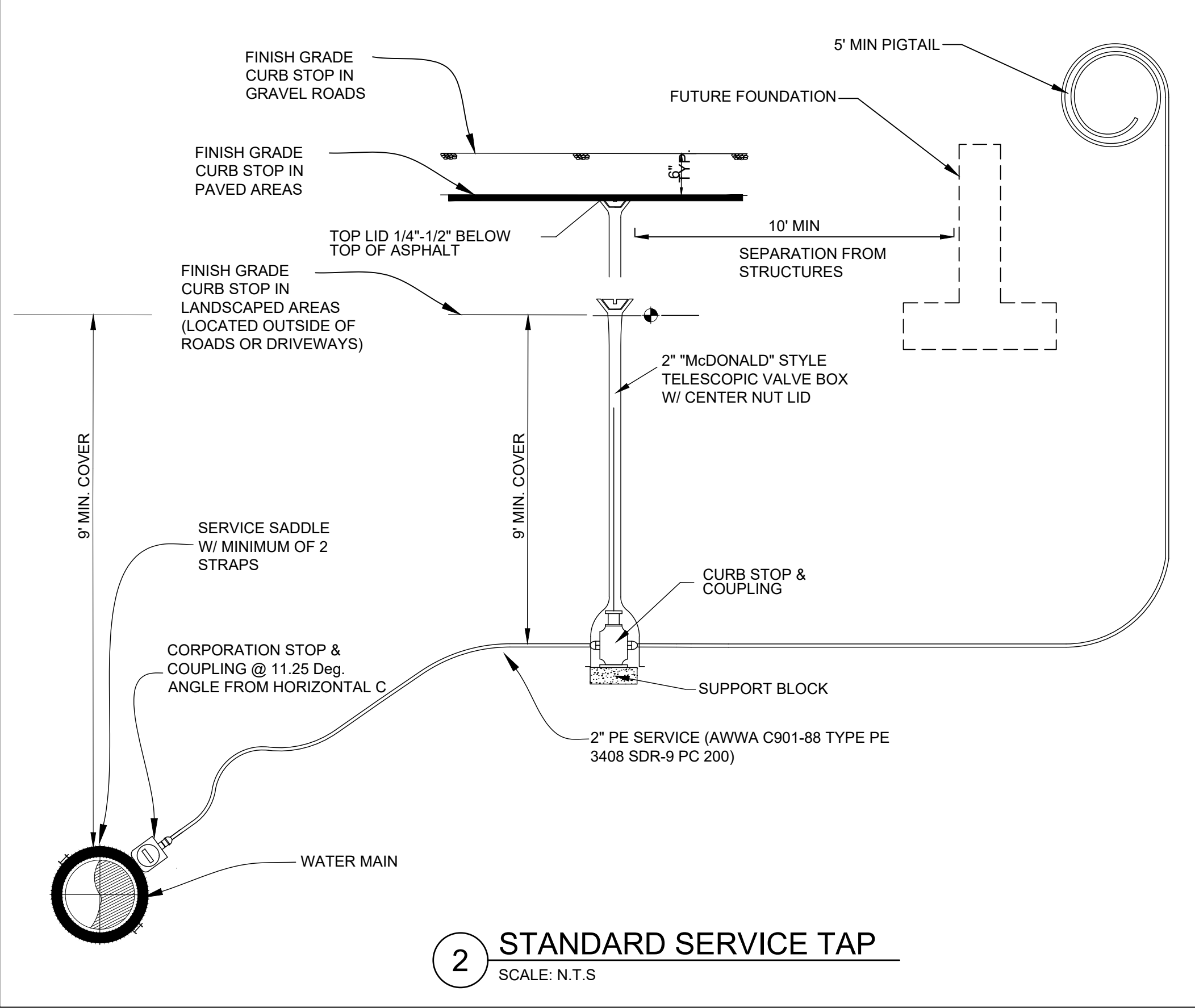
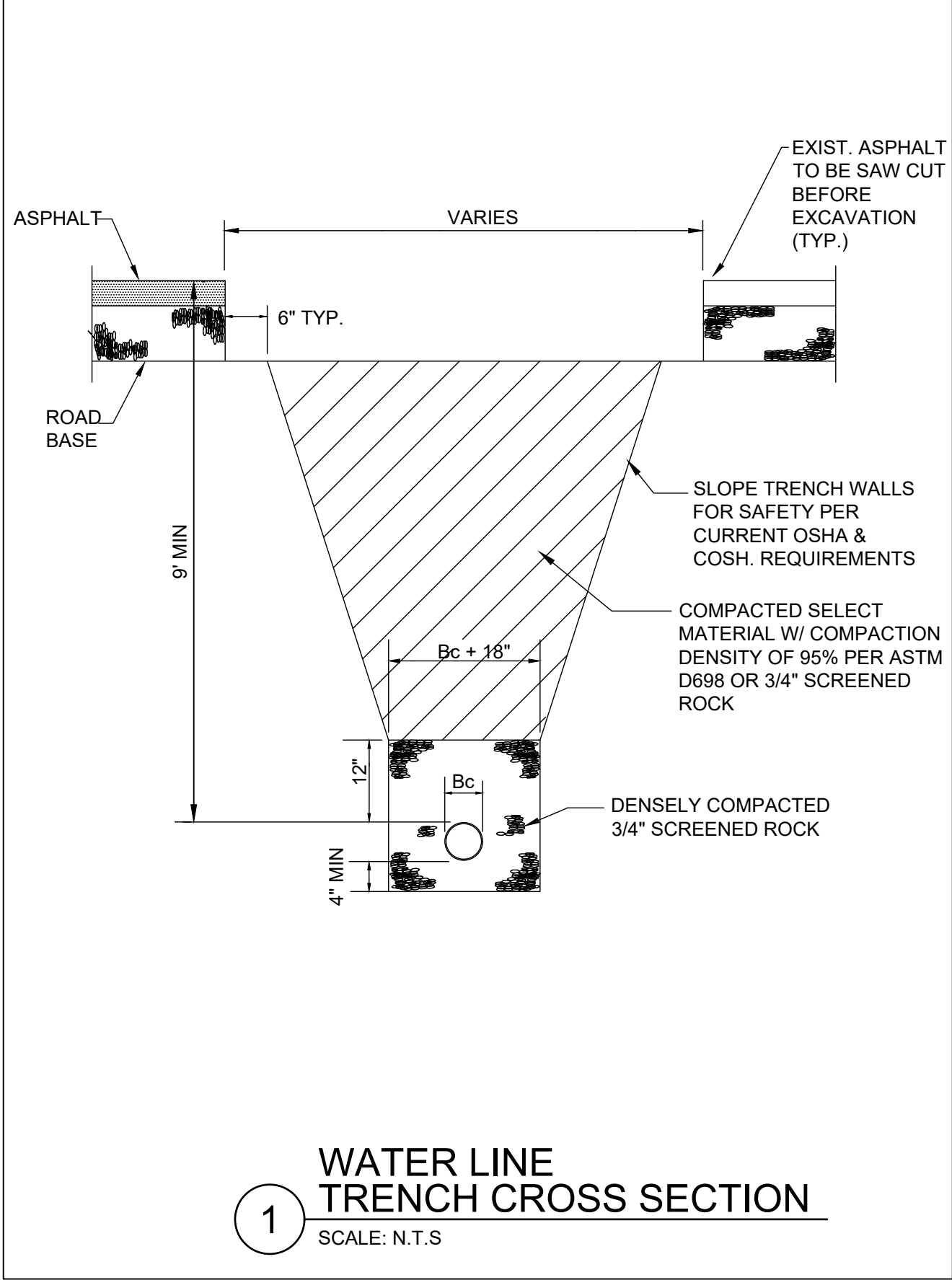
- ENGINEER / CONTRACTOR TO CONFIRM PIPE MATERIALS AND APPLICABLE ADAPTERS
- CONTRACTOR IS RESPONSIBLE FOR MATERIAL AND LABOR TO BRING CASTINGS TO FINISHED GRADE
- CONTRACTOR TO MEASURE HEIGHT OF STRUCTURE TO ENSURE THAT DEPTH OF EXCAVATION IS CORRECT.
- UNIT SHALL CONFORM TO HS20-44 LOAD RATINGS.

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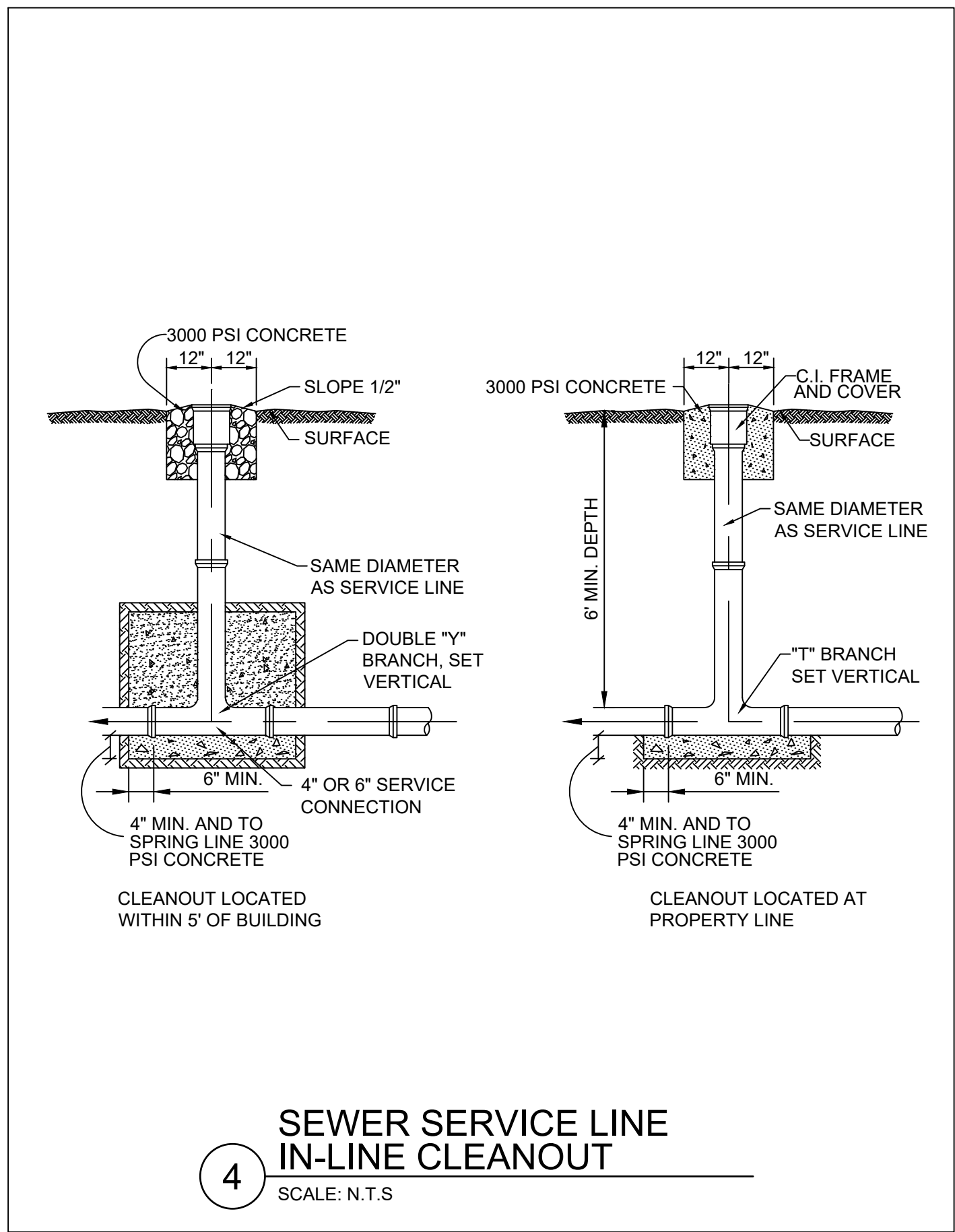
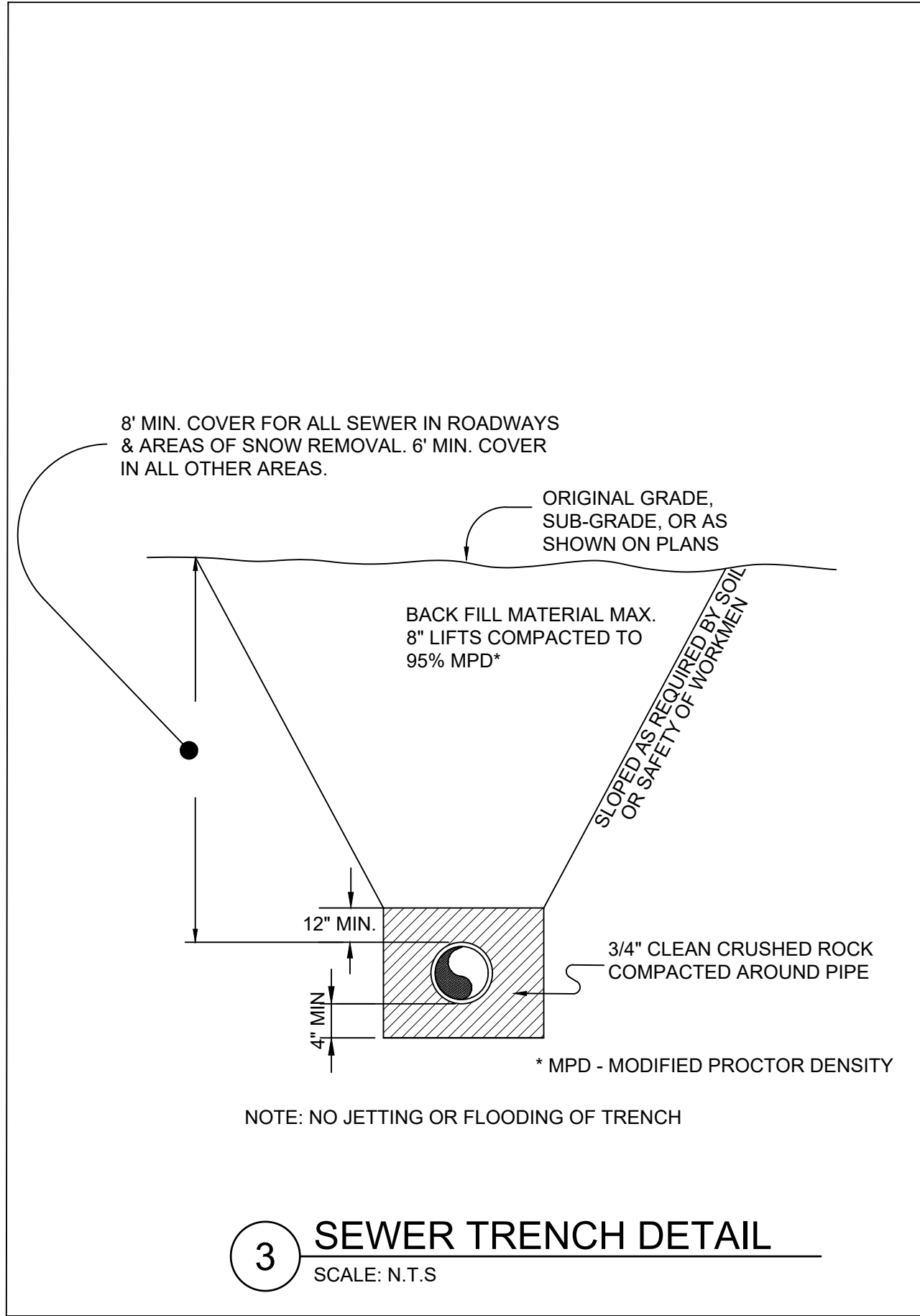
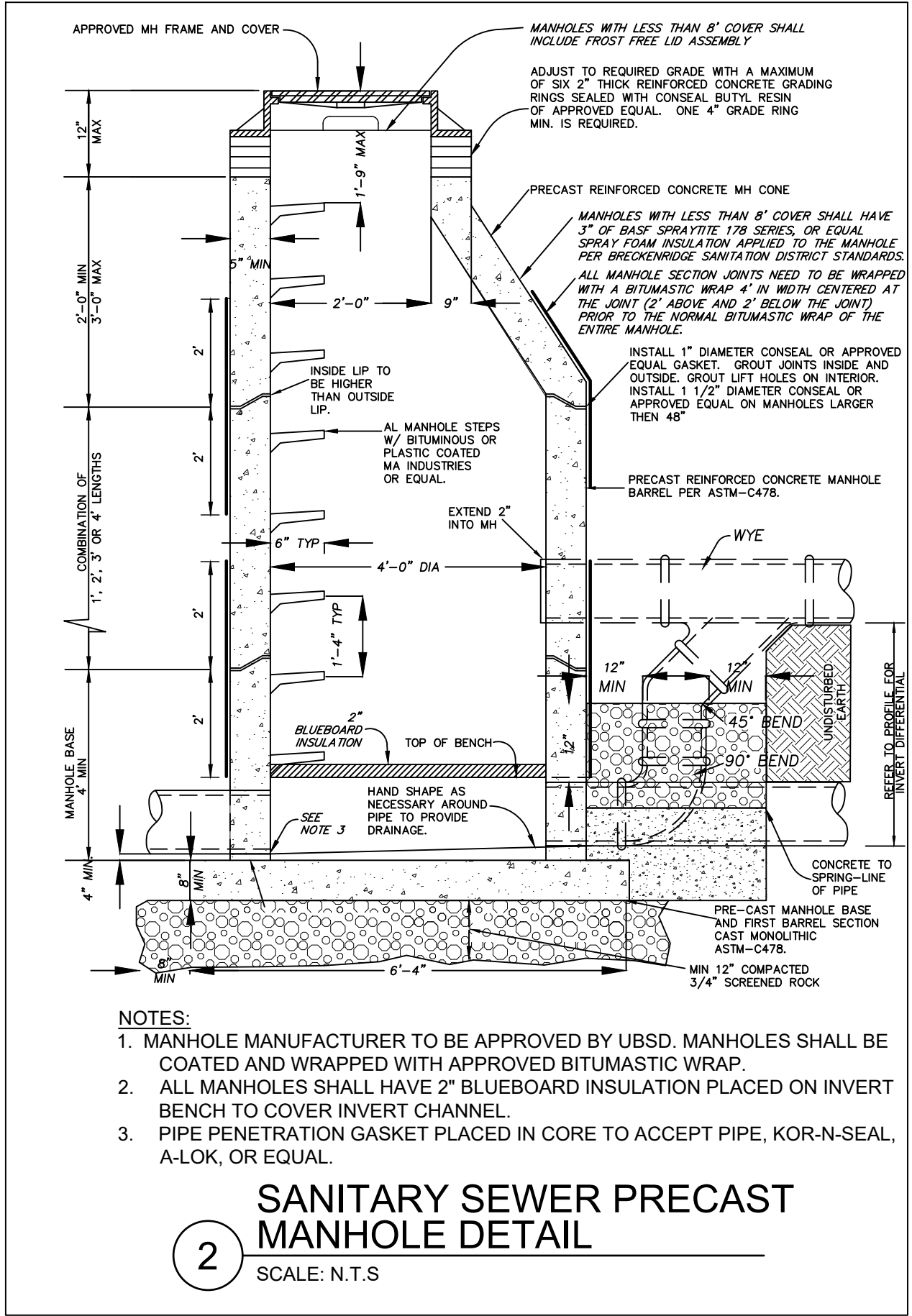
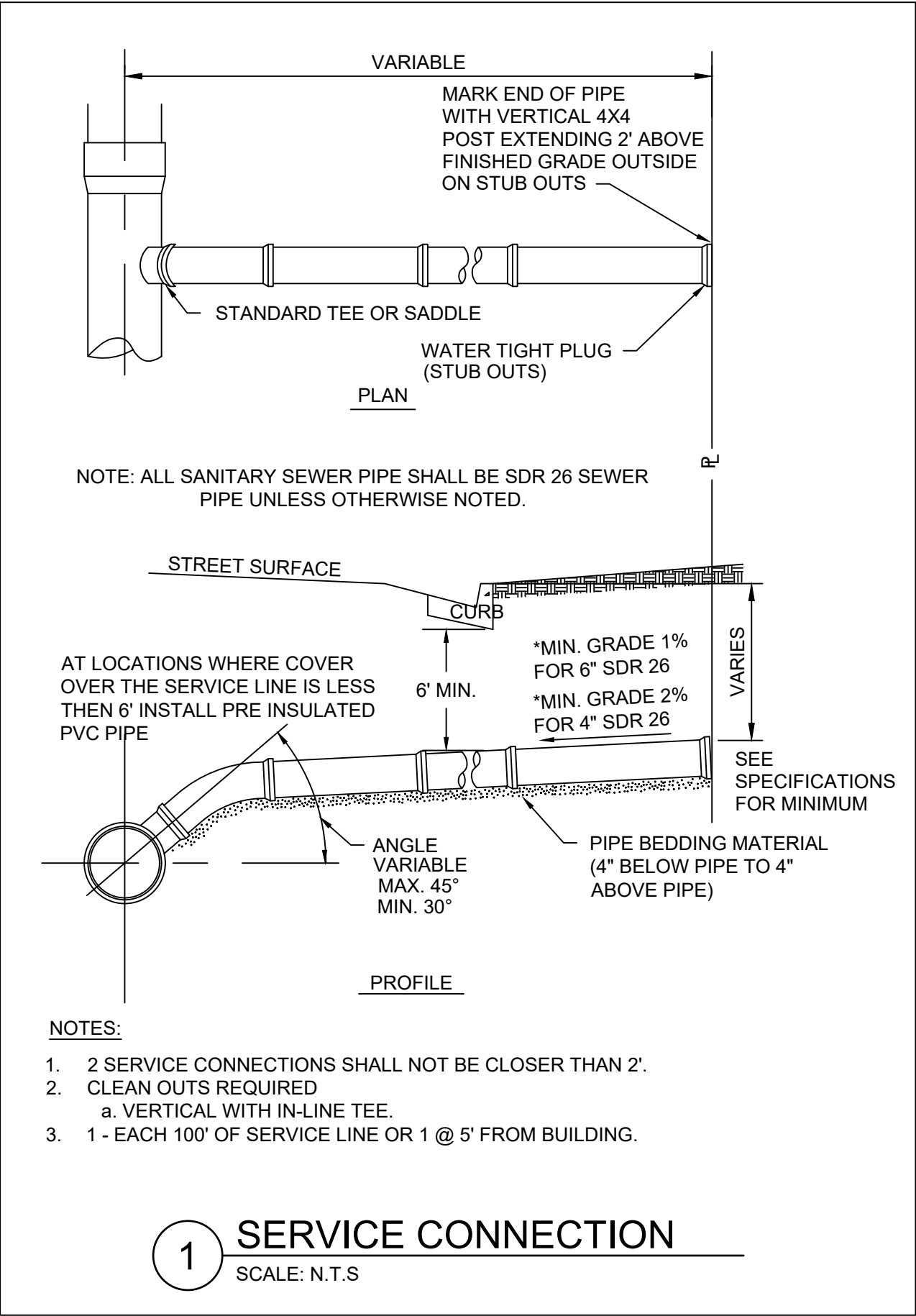
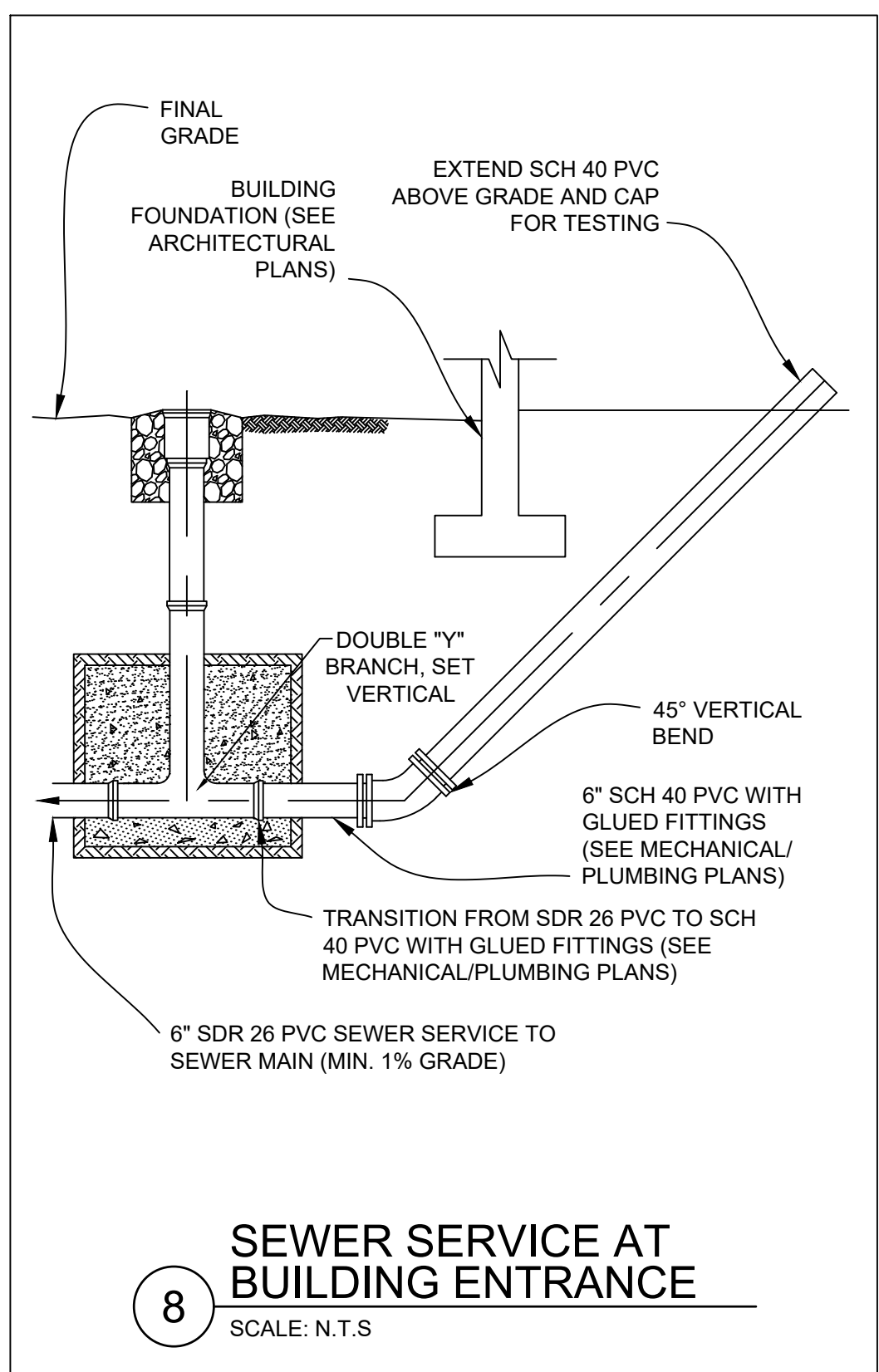
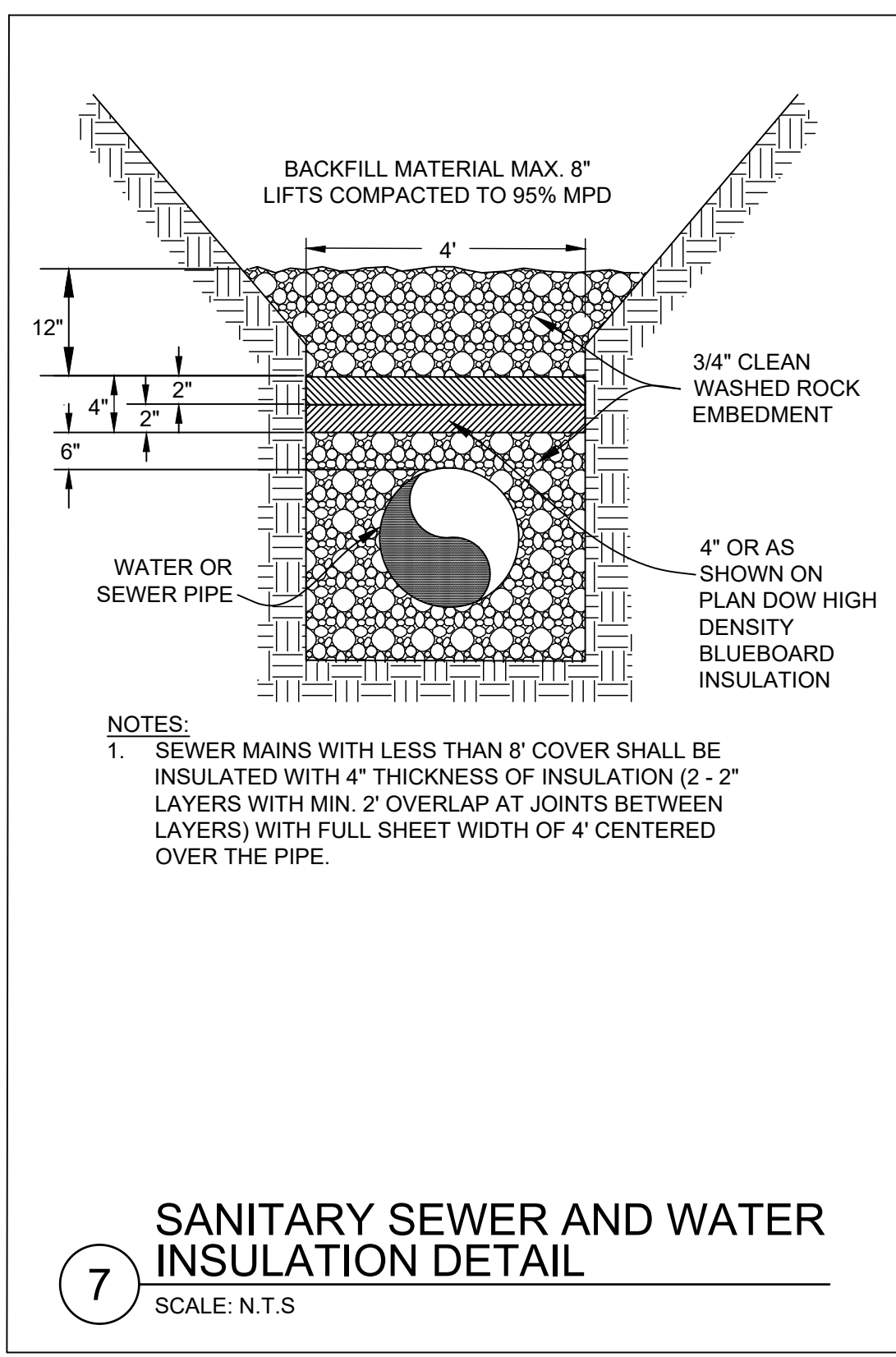
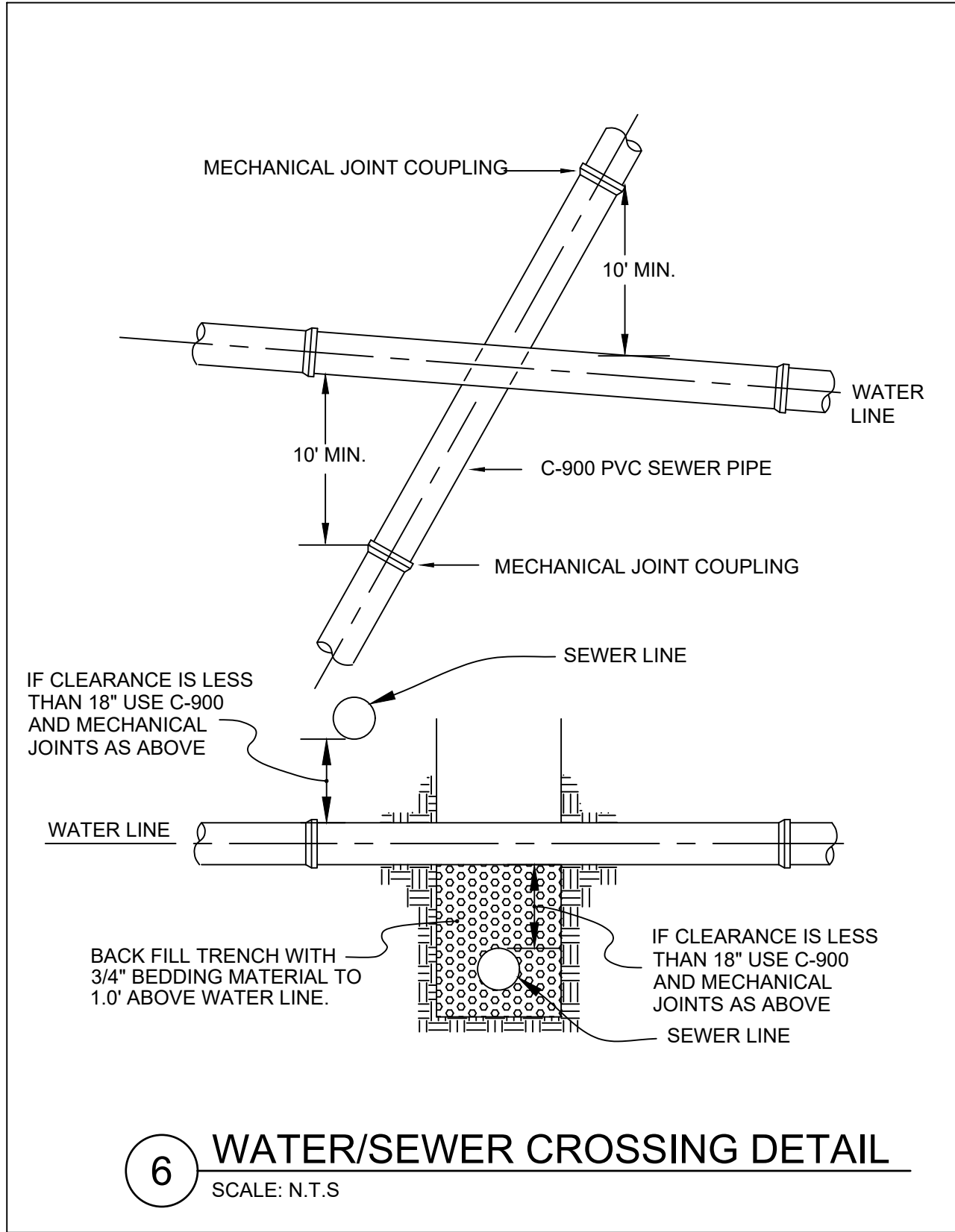
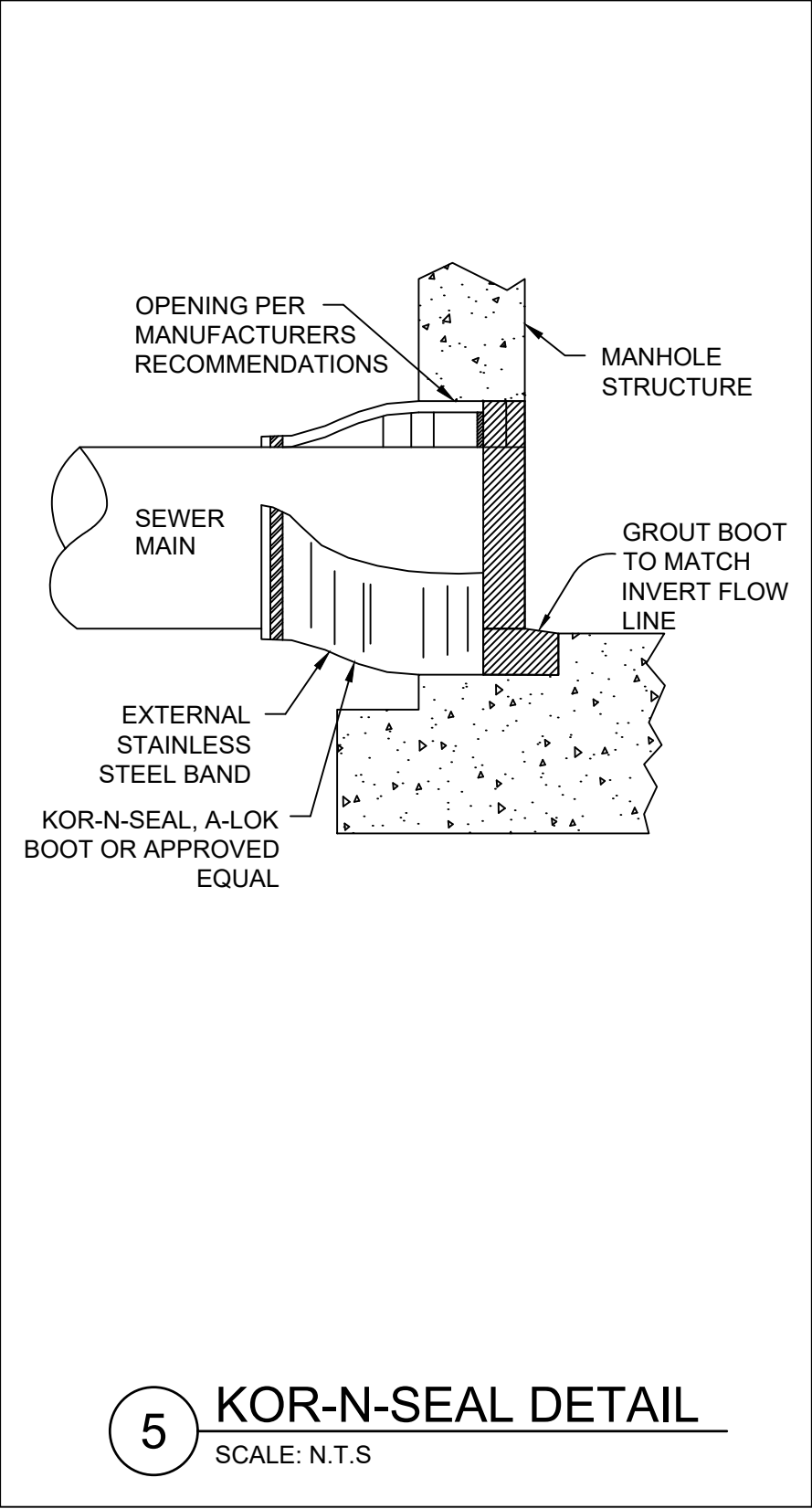


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CHECKED BY:	CDD
PROJECT NO.:	2022063.20
ISSUE DATE:	06/20/2025
REVISIONS:	
SHEET TITLE:	EROSION CONTROL DETAILS
SHEET NUMBER:	

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ENTRADA WORKFORCE HOUSING / PARCEL 7

TRACT A2, ENTRADA AT BRECKENRIDGE

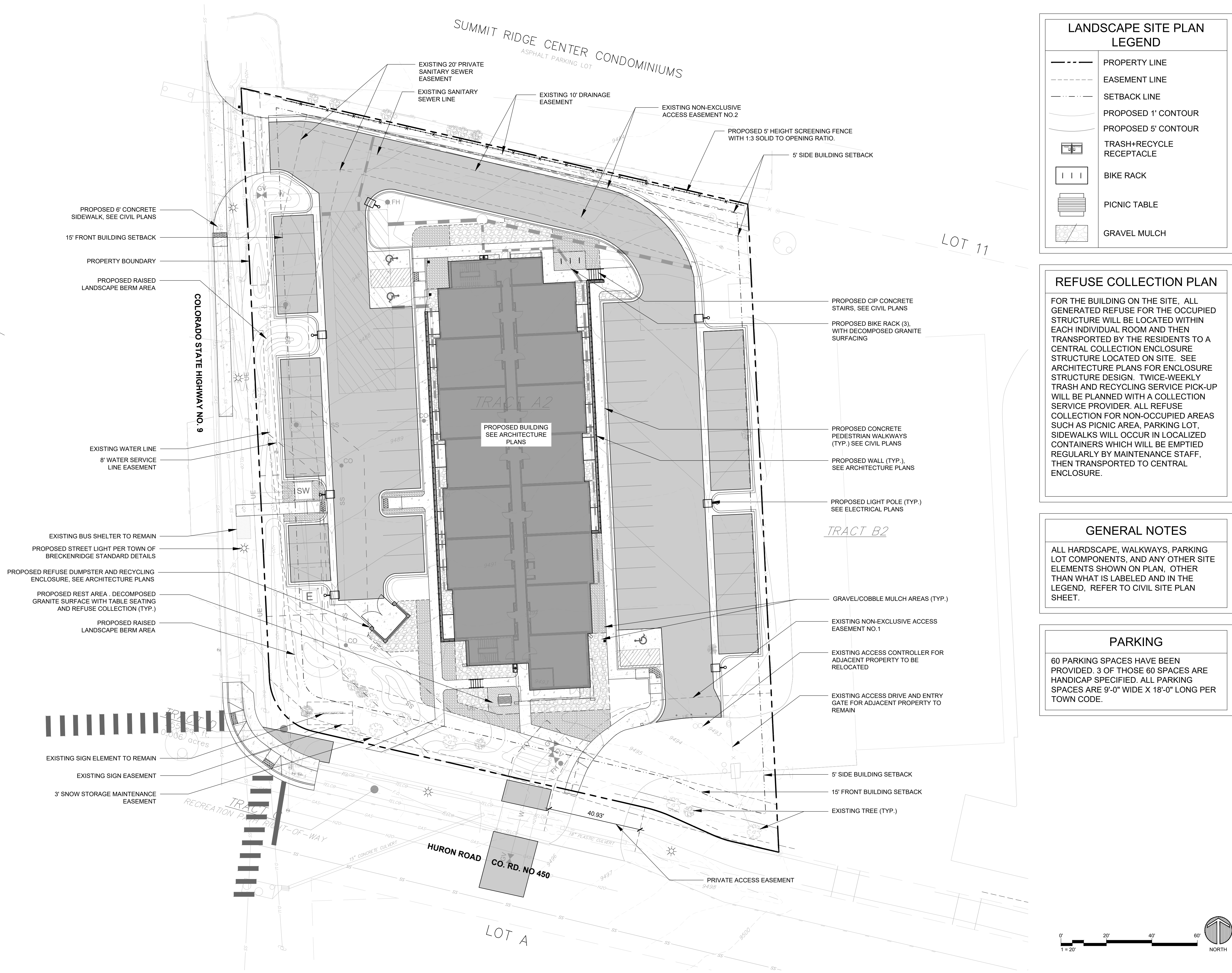
11030 HIGHWAY 9 BRECKENRIDGE, CO

FINAL CLASS A SITE PLAN SUBMITTAL

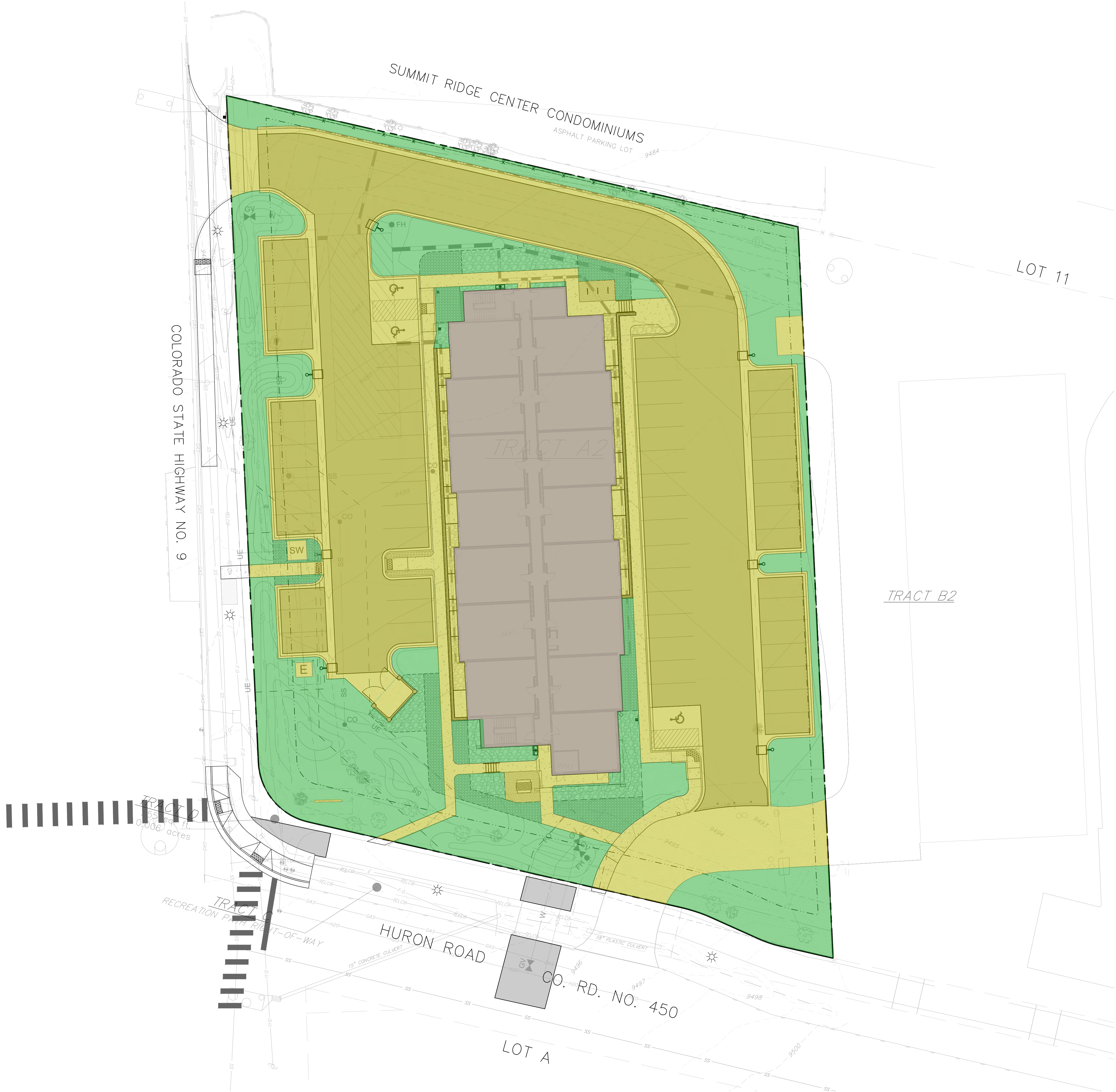
ENTRADA WORKFORCE HOUSING / PARCEL 7
TRACT A2, ENTRADA AT BRECKENRIDGE
11030 HIGHWAY 9 BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

SHEET NUMBER:

L100

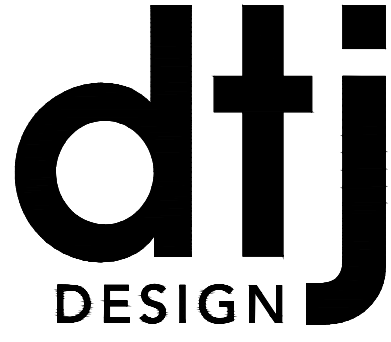


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LOT COVERAGE DIAGRAM LEGEND	
	OPEN SPACE / PERMEABLE
	HARDSCAPE
	BUILDING

LOT COVERAGE - BY LOT		
ENTRADA WORKFORCE HOUSING - TRACT 2A		
	SQ.FT	PERCENTAGE
OPEN SPACE/ PERMEABLE AREA	16,765 S.F.	27.19%
HARDSCAPE	33,748 S.F.	54.74%
BUILDING	11,142 S.F.	18.07%
TOTAL LOT AREA	61,655 S.F. (1.415 ACRES)	100%



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11030 HIGHWAY 9 BRECKENRIDGE, CO
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PROJECT NO.:	2022063.20
ISSUE DATE:	05/19/2025
REVISIONS:	

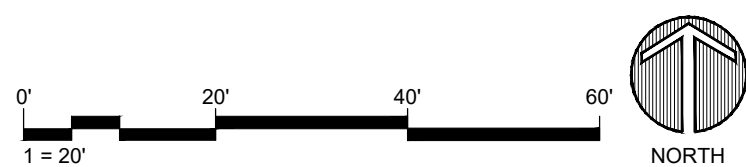
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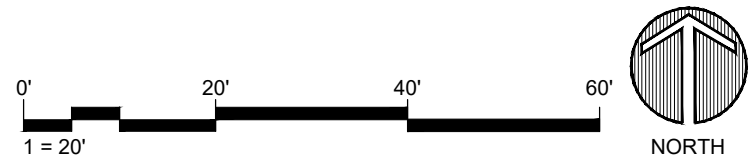
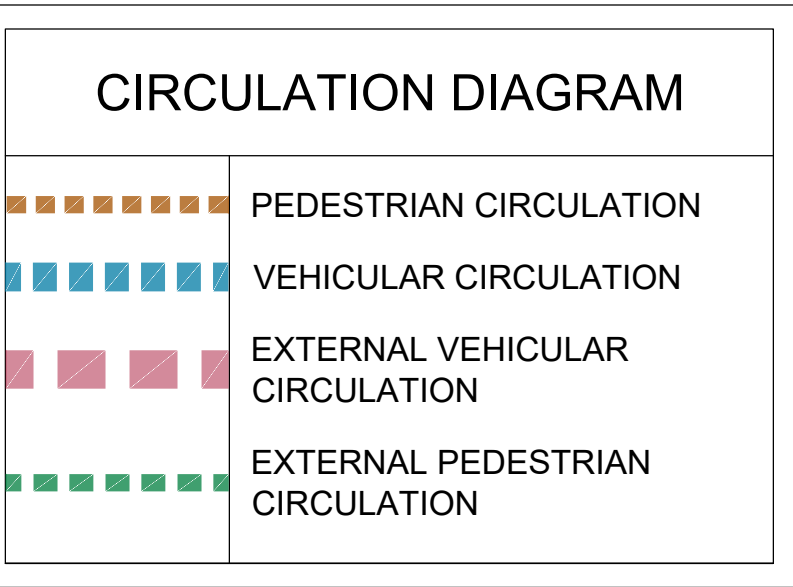
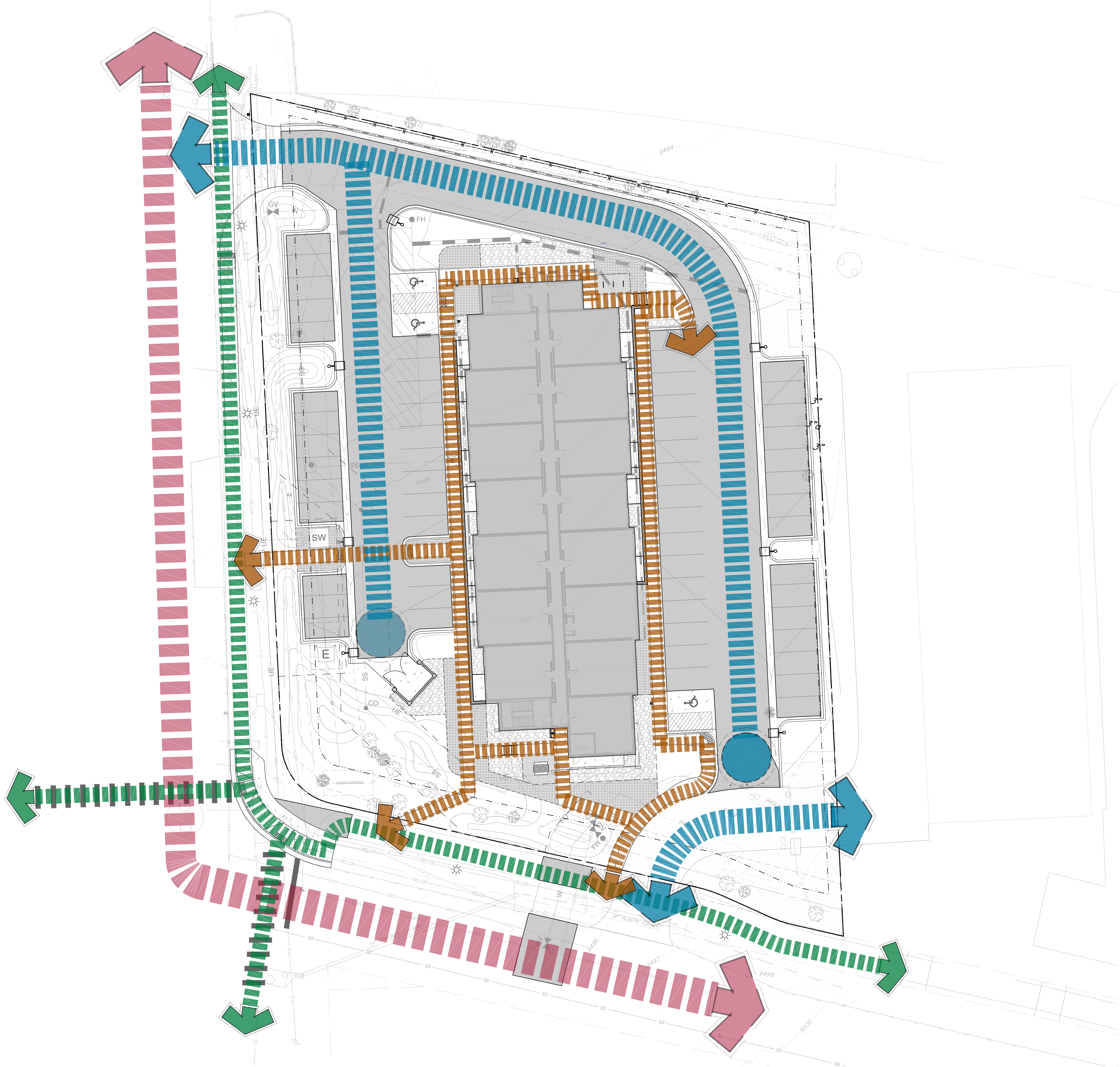
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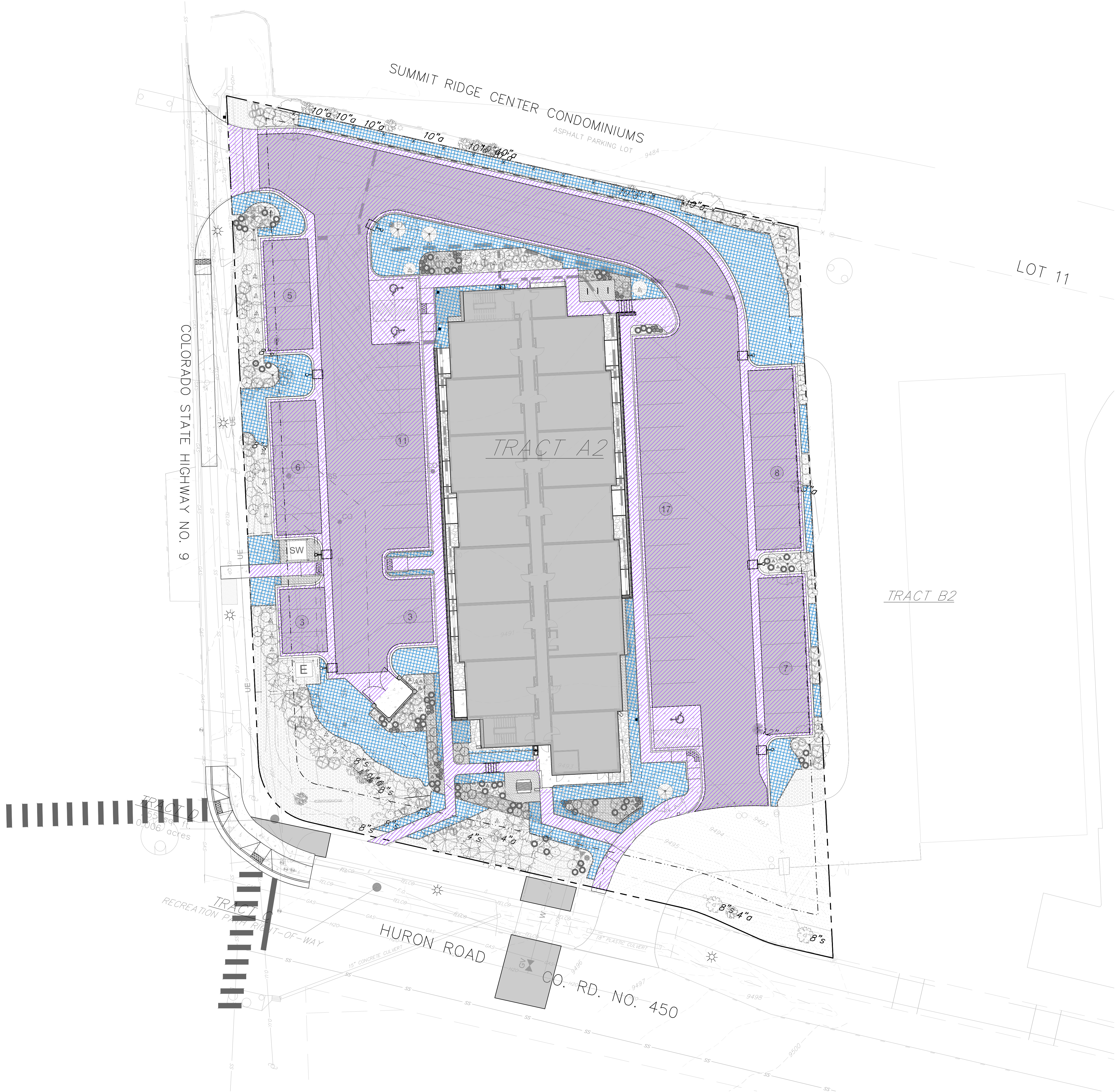
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SNOW MANAGEMENT
DIAGRAM LEGEND

PLOWED OR SHOVELED HARD
SURFACES

PROPOSED SNOW STORAGE
AREAS

SNOW MANAGEMENT AREAS TABULATION

PARCEL	AREA (sf)
ENTRADA	
Plowed or Shoveled Hard Surfaces	28,477
Proposed Snow-Melted Hard Surfaces	0
Required Snow Storage Area	7,119
Provided Snow Storage Area	7,119

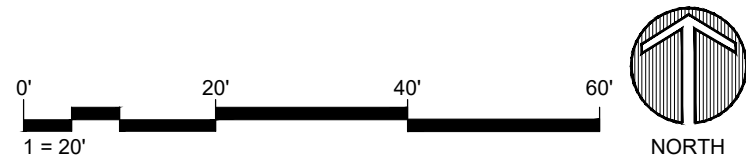
NOTE:

1.

PROVIDED SNOW STORAGE AREAS ARE USED FOR GENERAL APPROACH TO WINTER SNOW REMOVAL. AREAS SHOWN ARE BASED ON PEDESTRIAN AND VEHICULAR ZONE PAVING REQUIRING SNOW CLEARING AND BEST MANAGEMENT PRACTICES. SNOW STACK AREAS PROVIDED, UTILIZE PLANTING SPECIES, THAT ARE TOLERANT OF HEAVY SNOW LOADS OR VOID OF DECORATIVE PLANTING. FINAL SNOW MANAGEMENT TO BE PROVIDED BY SNOW REMOVAL CONTRACTOR AND HOA MANAGEMENT TEAM.

2.

AREAS CALCULATED BASED ON EXISTING PLATTED LOT BOUNDARY. ALL AREAS WITH-IN PUBLIC R.O.W. BOUNDARIES ARE NOT INCLUDED IN THIS DOCUMENT.



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ENTRADA WORKFORCE HOUSING / PARCEL 7

TRACT A2, ENTRADA AT BRECKENRIDGE

11030 HIGHWAY 9 BRECKENRIDGE, CO

FINAL CLASS A SITE PLAN SUBMITTAL

DRAWN BY: ZE,PM

CHECKED BY: DTJ

PROJECT NO.: 2022063.20

ISSUE DATE: 05/19/2025

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SHEET TITLE:

SNOW
MANAGEMENT
DIAGRAM

SHEET NUMBER:

L103

Page 94 of 299

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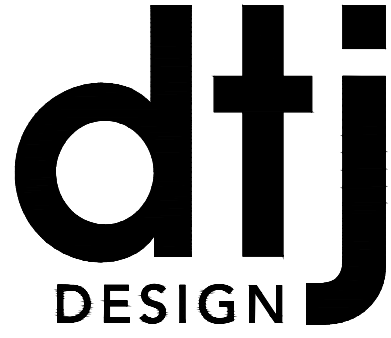
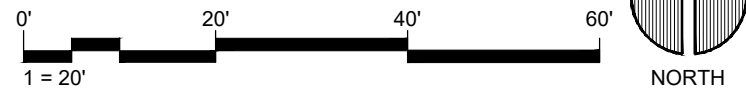
EXISTING TREE MANAGEMENT LEGEND		
EXISTING TREE MANAGEMENT LEGEND		
SYMBOL	CATEGORY	QTY.
	EXISTING TREE TO BE PRESERVED	27
TOTAL PRESERVED		27
	EXISTING TREE TO BE REMOVED	1
TOTAL REMOVED		1
	PROPOSED TREE	51
TOTAL ADDED		51

- EXISTING VEGETATION 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.
2.

PROJECT SHALL ADHERE TO CURRENT CODE COMPLIANCE FOR DEFENSIBLE SPACE, WHERE APPLICABLE, AS OUTLINED BY THE LOCAL FIRE JURISDICTION AUTHORITY AND TOWN OF BRECKENRIDGE DEVELOPMENT CODE.
3.

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 GROUND SURVEY DATA. ACTUAL TREE LOCATIONS AND QUANTITIES, ARE TO BE VERIFIED IN FURTHER DEVELOPMENT AND DESIGN UTILIZING A CERTIFIED TREE SURVEY PROVIDED BY A PROFESSIONAL SURVEYING ENTITY.



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TRACT A2, ENTRADA AT BRECKENRIDGE

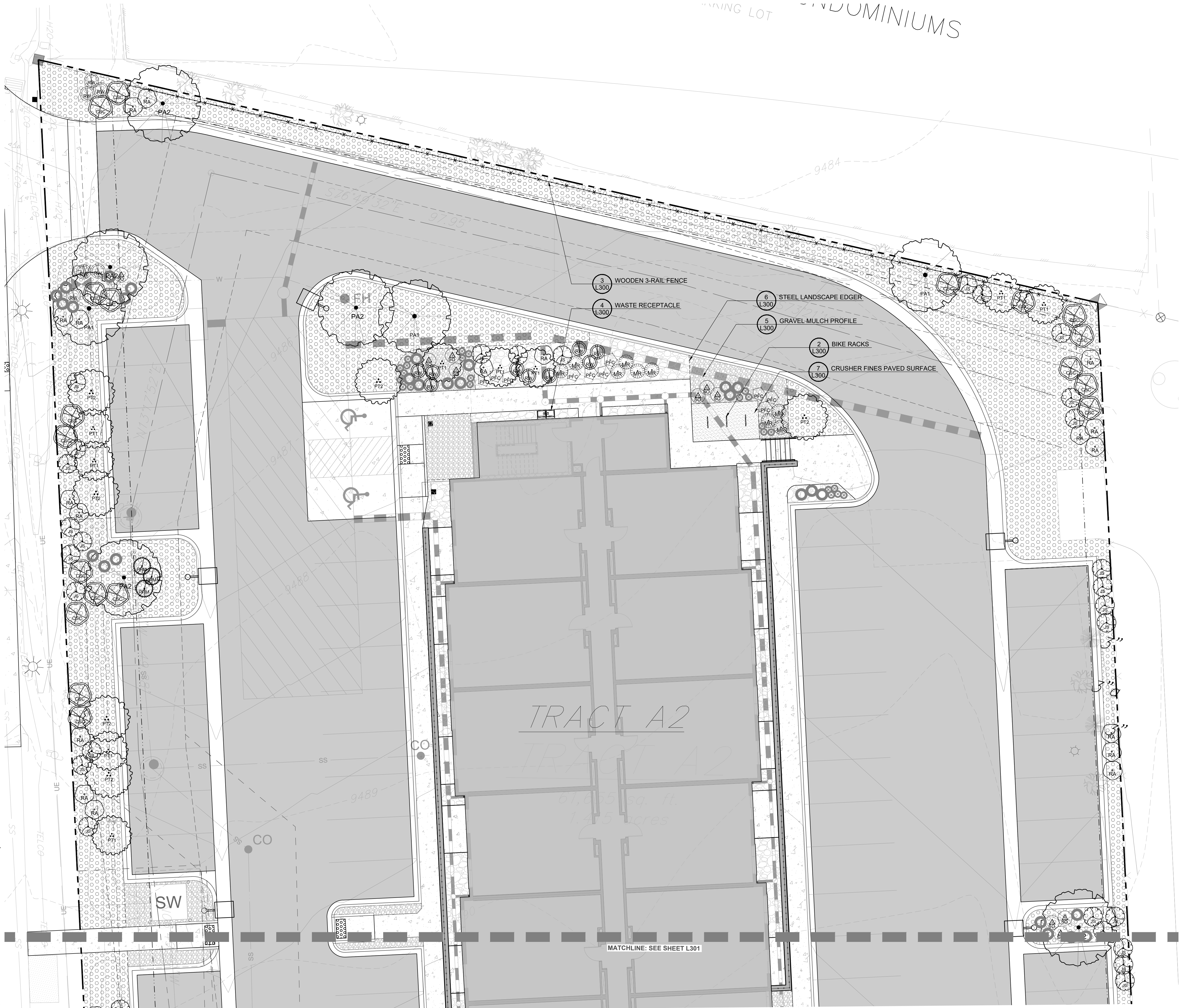
11030 HIGHWAY 9 BRECKENRIDGE, CO

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SHEET TITLE:	EXIST. TREE MANAGEMENT
SHEET NUMBER:	

L104

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LANDSCAPE LEGEND	
	MATCH LINE (SEE KEYMAP)
	PROPERTY LINE
	SETBACK LINE

PLANTING LEGEND			
DECIDUOUS TREES	CODE Latin name Common name	DECIDUOUS SHRUBS	CODE Latin name Common name
	PA1 <i>Populus angustifolia</i> Narrowleaf Cottonwood		CSC <i>Cornus sericea coloradensis</i> Colorado Dogwood
	PA2 <i>Populus angustifolia</i> Narrowleaf Cottonwood		PFC <i>Potentilla fruticosa</i> Potentilla
	PT1 <i>Populus tremuloides</i> Quaking Aspen		RA <i>Ribes alpinum</i> Alpine Currant
	PT2 <i>Populus tremuloides</i> Quaking Aspen		RW <i>Rosa woodsii</i> Woods Rose
	CODE Latin name Common name		SO <i>Symphoricarpos oregonilus</i> Mountain Snowberry
	CODE Latin name Common name		JC <i>Juniperus sabina</i> Buffalo Juniper
	CODE Latin name Common name		MR <i>Mahonia repens</i> Creeping Oregon Grape
	CODE Latin name Common name		PPM <i>Picea pungens mesa verde</i> Mesa Verde Colorado Spruce
	CODE Latin name Common name		DC <i>Deschampsia cespitosa</i> Tufted Hair Grass
	CODE Latin name Common name		HS <i>Helictotrichon sempervirens</i> Blue Oat Grass
	CODE Latin name Common name		CODE Common name
	CODE Latin name Common name		Native Restoration Seed Mix
NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION			

- SITE & LAYOUT NOTES
1.

SEE CIVIL PLANS FOR STREET AND ROADWAY CURB AND GUTTER, TRANSITION RAMPS, DRAINAGE INFRASTRUCTURE, UTILITIES AND ASSOCIATED SITE IMPROVEMENTS.
2.

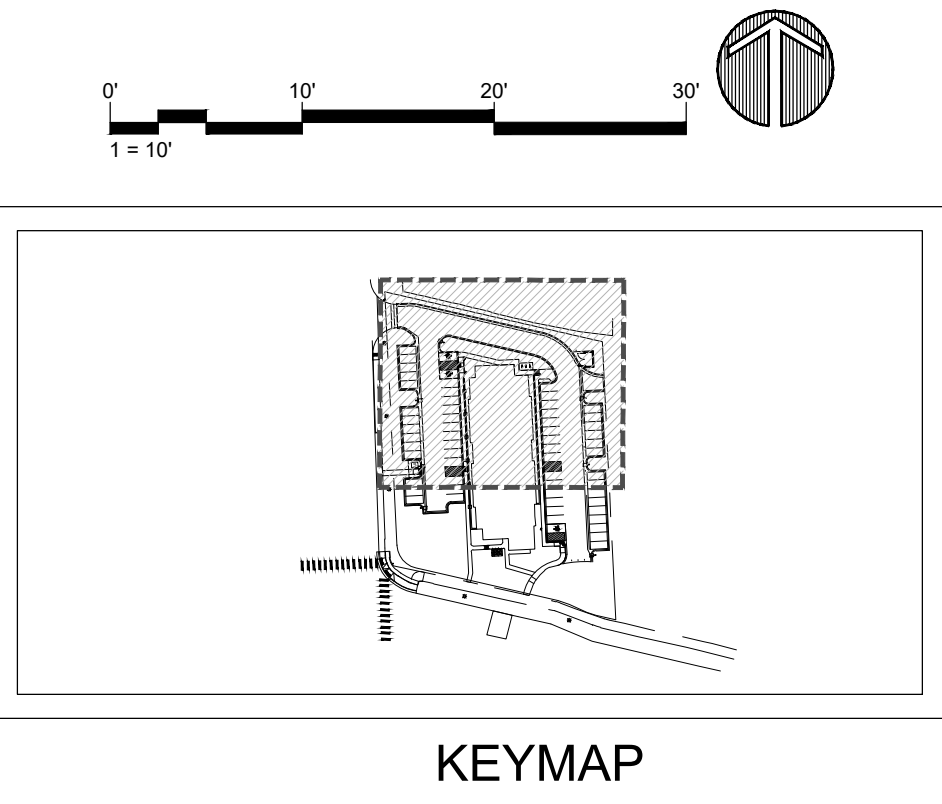
COORDINATE WITH CIVIL DRAWINGS FOR PRIMARY DRAIN INLETS. VERIFY POSITIVE DRAINAGE TO ALL DRAINS. SEE CIVIL PLANS FOR ALL UTILITIES, DRAINAGE CATCH BASINS, DOWN SPOUT PIPE SYSTEM, PLAN LOCATIONS AND ELEVATIONS.
3.

DIMENSIONS FOR WALLS SHOWN TO FACE OF FINISHED STONE VENEER/CONCRETE.
4.

CONTRACTOR TO COORDINATE WITH LANDSCAPE ARCHITECT TO FIELD APPROVE ALL FORMS FOR OUTDOOR PATIOS AND WALKS PRIOR TO FORMING.
5.

CONTRACTOR TO STAKE AND LAYOUT EDGER LOCATIONS FOR APPROVAL IN FIELD BY LANDSCAPE ARCHITECT.
6.

FIELD VERIFY FINAL GRADING WITH LANDSCAPE ARCHITECT AND CIVIL PRIOR TO PLANTING AND IRRIGATION IMPROVEMENTS.



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ENTRADA WORKFORCE HOUSING / PARCEL 7

TRACT A2, ENTRADA AT BRECKENRIDGE

11030 HIGHWAY 9 BRECKENRIDGE, CO

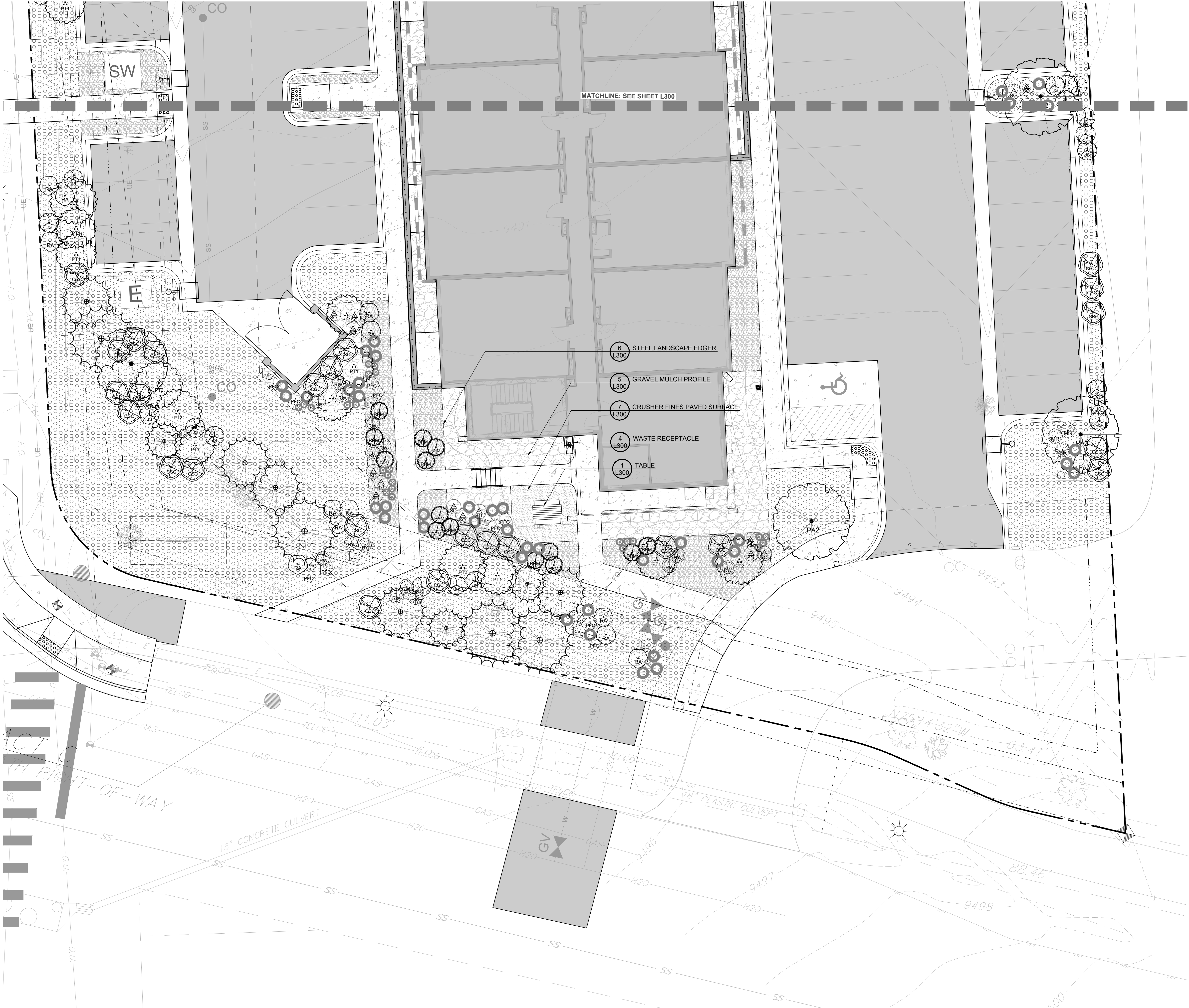
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SHEET TITLE:
LANDSCAPE ENLARGEMENT

SHEET NUMBER:

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LANDSCAPE LEGEND

MATCH LINE (SEE KEYMAP)

PROPERTY LINE

SETBACK LINE

PLANTING LEGEND

DECIDUOUS TREES	CODE Latin name Common name	DECIDUOUS SHRUBS	CODE Latin name Common name
	PA1 <i>Populus angustifolia</i> Narrowleaf Cottonwood		CSC <i>Cornus sericea coloradensis</i> Colorado Dogwood
			PFC <i>Potentilla fruticosa</i> Potentilla
	PA2 <i>Populus angustifolia</i> Narrowleaf Cottonwood		RA <i>Ribes alpinum</i> Alpine Currant
			RW <i>Rosa woodsii</i> Woods Rose
	PT1 <i>Populus tremuloides</i> Quaking Aspen		SO <i>Symphoricarpos oregonus</i> Mountain Snowberry
			PT2 <i>Populus tremuloides</i> Quaking Aspen
	CODE Latin name Common name		CODE Latin name Common name
			JC <i>Juniperus sabina</i> Buffalo Juniper
	PP1 <i>Picea pungens</i> Colorado Spruce		MR <i>Mahonia repens</i> Creeping Oregon Grape
			PPM <i>Picea pungens mesa verde</i> Mesa Verde Colorado Spruce
	PP2 <i>Picea pungens</i> Colorado Spruce		CODE Latin name Common name
			DC <i>Deschampsia cespitosa</i> Tufted Hair Grass
	PP3 <i>Picea pungens</i> Colorado Spruce		HS <i>Helictotrichon sempervirens</i> Blue Oat Grass
			CODE Common name
			Native Restoration Seed Mix

NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION

SITE & LAYOUT NOTES

1. SEE CIVIL PLANS FOR STREET AND ROADWAY CURB AND GUTTER, TRANSITION RAMPS, DRAINAGE INFRASTRUCTURE, UTILITIES AND ASSOCIATED SITE IMPROVEMENTS.

2. COORDINATE WITH CIVIL DRAWINGS FOR PRIMARY DRAIN INLETS. VERIFY POSITIVE DRAINAGE TO ALL DRAINS. SEE CIVIL PLANS FOR ALL UTILITIES, DRAINAGE CATCH BASINS, DOWN SPOUT PIPE SYSTEM, PLAN LOCATIONS AND ELEVATIONS.

3. DIMENSIONS FOR WALLS SHOWN TO FACE OF FINISHED STONE VENEER/CONCRETE.

4. CONTRACTOR TO COORDINATE WITH LANDSCAPE ARCHITECT TO FIELD APPROVE ALL FORMS FOR OUTDOOR PATIOS AND WALKS PRIOR TO FORMING.

5. CONTRACTOR TO STAKE AND LAYOUT EDGER LOCATIONS FOR APPROVAL IN FIELD BY LANDSCAPE ARCHITECT.

6. FIELD VERIFY FINAL GRADING WITH LANDSCAPE ARCHITECT AND CIVIL PRIOR TO PLANTING AND IRRIGATION IMPROVEMENTS.

0' 10' 20' 30'

1" = 10'

KEYMAP

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DRAWN BY: ZE,PM

CHECKED BY: DTJ

PROJECT NO.: 2022063.20

ISSUE DATE: 05/19/2025

REVISIONS: 06/23/2025

SHEET TITLE:

LANDSCAPE ENLARGEMENT

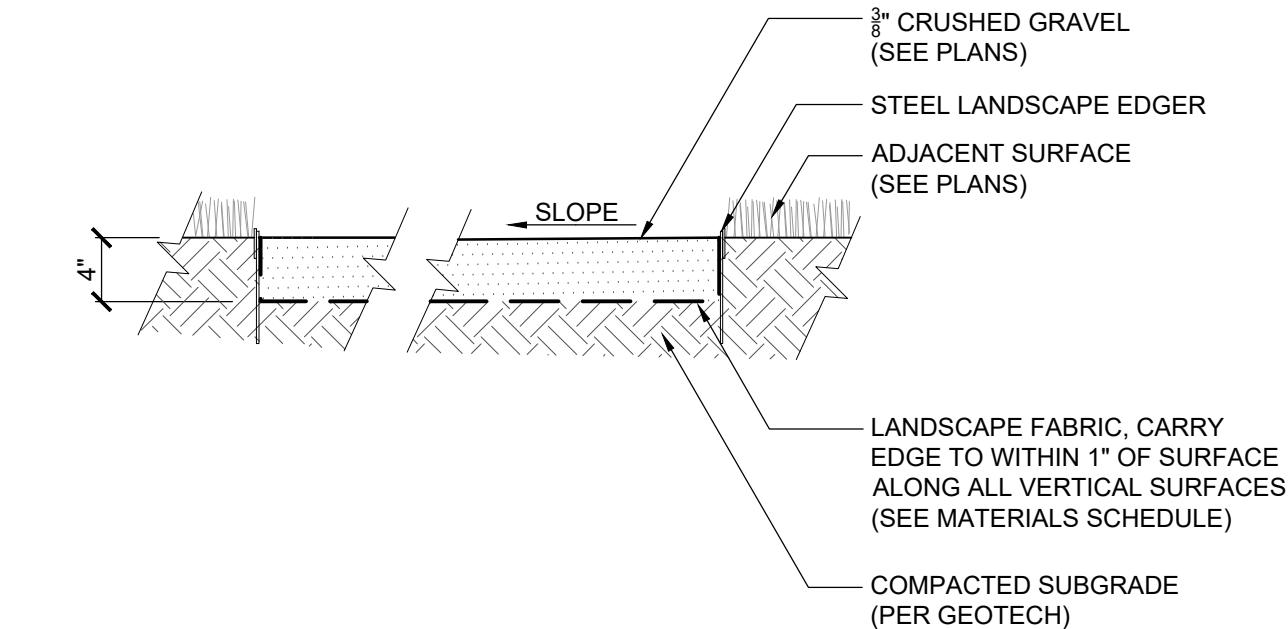
SHEET NUMBER:

L201

Page 97 of 299

Drawing: U:\202206\521-Entrada Workforce Housing\05 CAD\Sheets\01- PRELIMINARY PLAN\L300- SITE DETAILS.dwg
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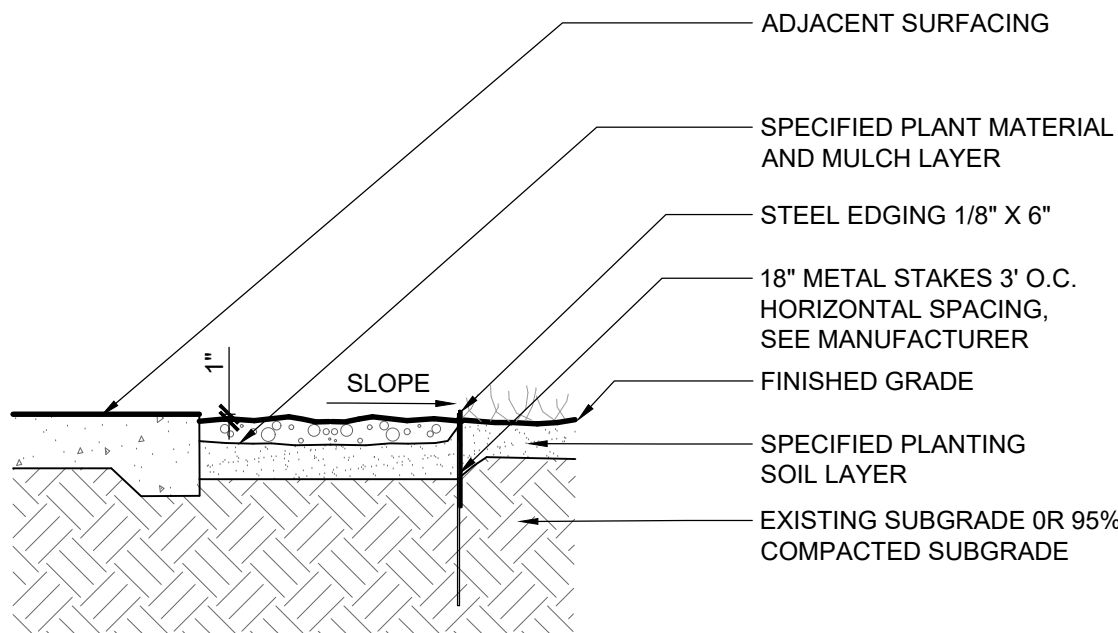
NOTES:
1. CONTRACTOR TO STAKE / PAINT ALL SOFT SURFACE AREAS / TRAIL / WALKS FOR REVIEW AND APPROVAL BY THE OWNER / OWNER'S REP, PRIOT TO ANY WORK BEING DONE
2. PROVIDE POSITIVE DRAINAGE (2% MIN. CROSS SLOPE) OFF DECOMPOSED GRANITE, ALL LOCATIONS. ADJUST ADJACENT GRADES AS REQUIRED TO PROPERLY DRAIN.
3. 4" DEPTH OF 3/8" CRUSH GRAVEL TO BE LAID IN TWO 2" LIFTS, EACH LIFT BEING COMPACTED. TOP OF CRUSHED GRAVEL SHALL BE PLACE LEVEL WITH STEEL EDGER. COMPACT TO 95%
4. CRUSHED GRAVEL MATERIAL TO BE LOCAL DECOMPOSED GRANITE AGGREGATE MATERIAL. CONTRACTOR TO PROVIDE SAMPLE FOR APPROVAL BY LANDSCAPE ARCHITECT.



7 L300 CRUSHER FINES PAVED SURFACE 1"=1'-0" SECTION

PRODUCT: STEEL LANDSCAPING EDGING
SIZE: 1/8" x 10' L x 6" H
FINISH/COLOR: POWDERCOATED, COLOR- BROWN
SUPPLIER: COL-MET (<https://www.colmet.com>)

NOTES:
1. SET ALL EDGING 1" ABOVE FINISHED GRADE AS SHOWN. ABUT ALL PAVING SURFACES AT A PERPENDICULAR ANGLE AND FLUSH WITH PAVING GRADES. ALL JOINTS TO BE WELDED OR SECURELY STAKED.
2. DEPTH OF STEEL EDGING TO BE APPROVED BY OWNER'S REPRESENTATIVE - ADJUST AS DIRECTED.
3. PROVIDE MANUFACTURER PERFORATED STEEL EDGING (ALLOWS FOR WATER FLOW BETWEEN PLANTING AREAS)



6 L300 STEEL LANDSCAPE EDGER 1"=1'-0" SECTION

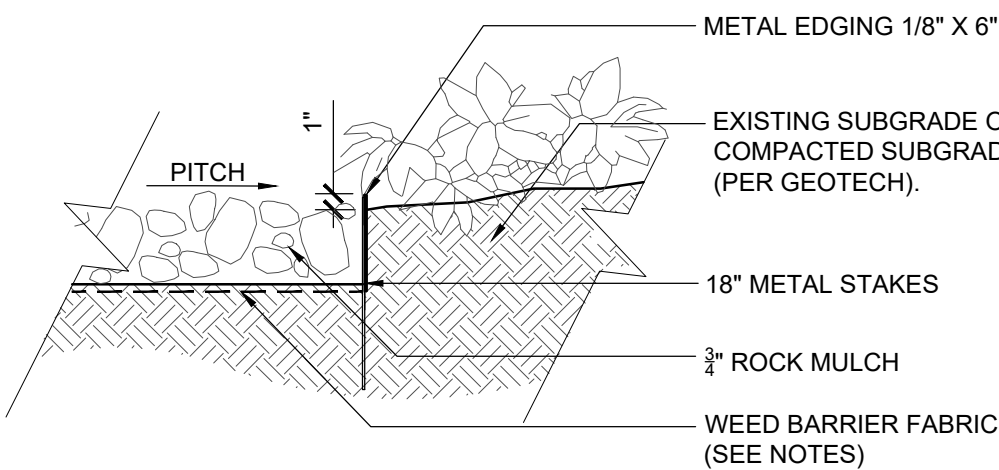
NOTES:
1. SET ALL EDGING 1" ABOVE FINISHED GRADE AS SHOWN. ALL JOINTS TO BE WELDED OR SECURELY STAKED.
2. DEPTH OF METAL EDGING TO BE APPROVED BY OWNERS REPRESENTATIVE - ADJUST AS DIRECTED.
3. IN AREAS OF GRAVEL WITHOUT DENSE PLANTING, PROVIDE WEED BARRIER.
4. WEED BARRIER FABRIC SUPPLIED BY VAIL VALLEY LANDSCAPE SUPPLY OR PER LANDSCAPE CONTRACTOR.

PRODUCT: SCREENED+WASHED AGGREGATE STONE
TYPE: 1-1/2" BRECKEN BLUE DECORATIVE ROCK
SUPPLIER: PIONEER SAND COMPANY

PRODUCT: NON-WOVEN, COMMERCIAL RATED
HEAVYWEIGHT WEED BARRIER FABRIC
SIZE/COLOR: 6'x300', GREY COLOR
SUPPLIER: VAIL VALLEY LANDSCAPE SUPPLY/PER LANDSCAPE CONTRACTOR

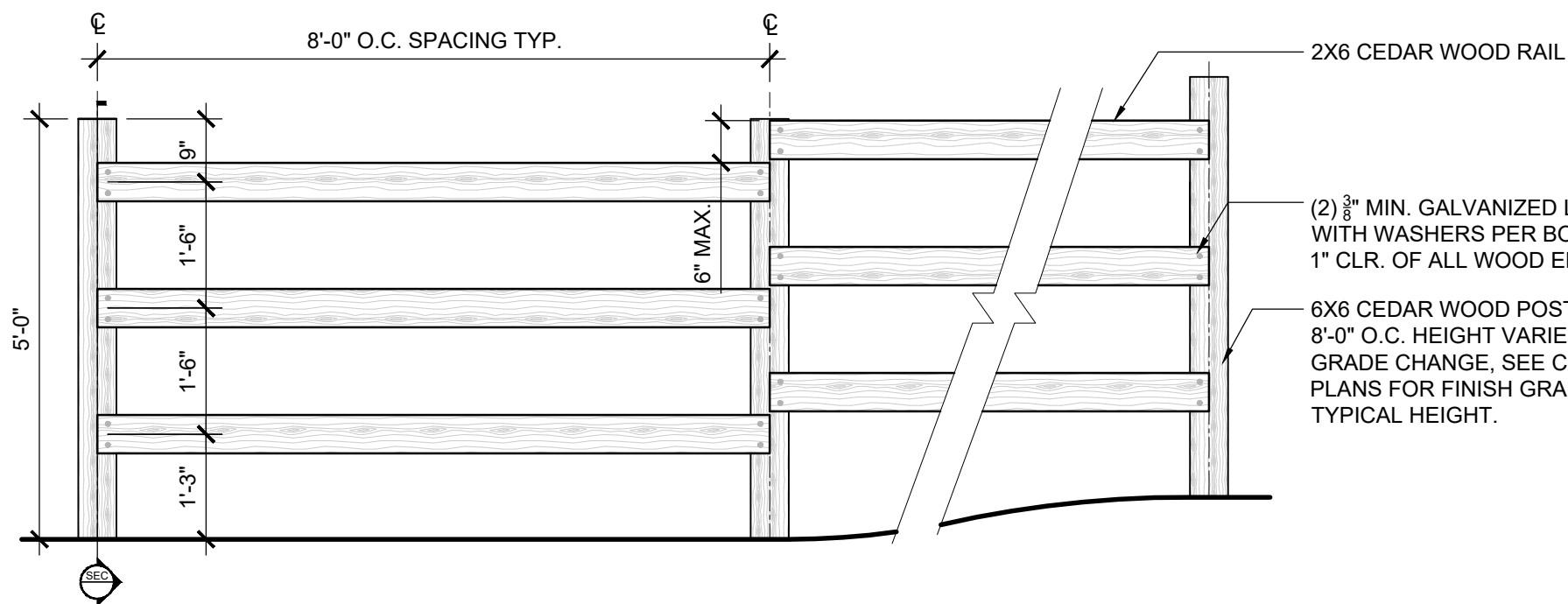


CHARACTER IMAGE:



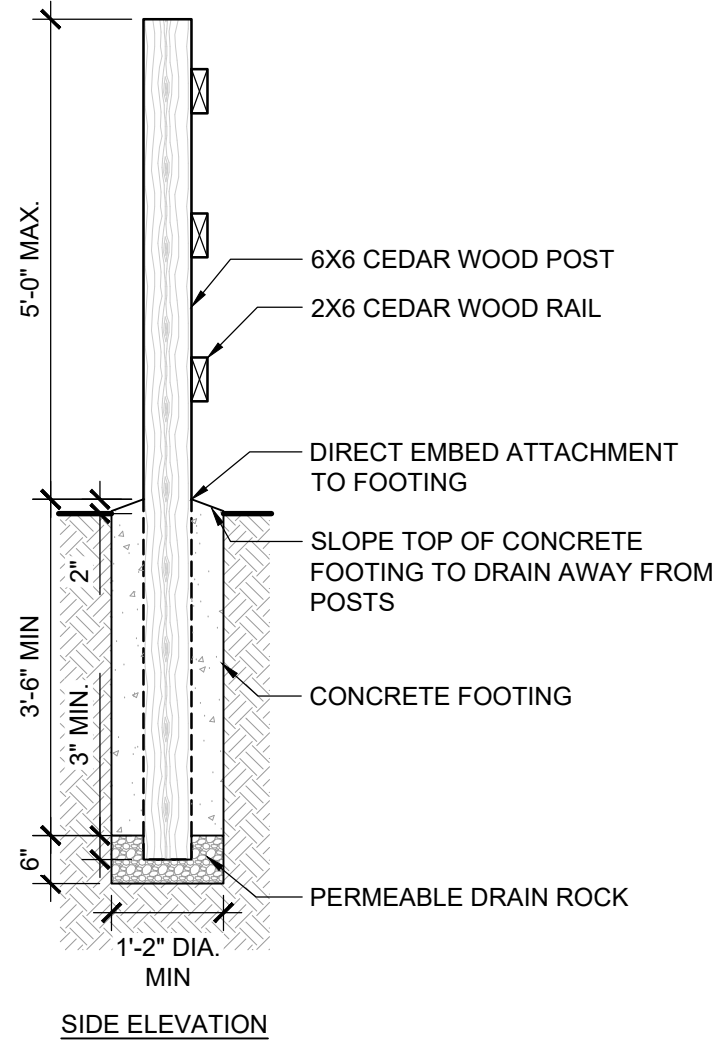
5 L300 GRAVEL MULCH PROFILE 1"=1'-0" SECTION

NOTES:
1. TO PROVIDE MOCK-UP IN FIELD OF (2) 8'-0" LENGTH SECTIONS FOR REVIEW AND APPROVAL BY OWNER'S REPRESENTATIVE.
2. ALL WOOD TO BE ROUGH SAWN CEDAR, TREATED WITH BOILED LINE SEED OIL FOR PRESERVATION OF NATURAL COLOR.
3. ALL STRUCTURAL DESIGN TO BE PROVIDED BY THE OWNER'S STRUCTURAL ENGINEER.
4. ALL LUMBER SIZES CALLED OUT ON PLANS ARE NOMINAL SIZES, ACTUAL SIZES MAY VARY BASED ON INDUSTRY/SUPPLIER STANDARDS.
5. ALL HARDWARE TO BE HOT DIPPED GALVANIZED STEEL.
6. FENCING PANELS NOT TO EXCEED 1:3 SOLID TO OPENING RATIO PER TOWN OF BRECKENRIDGE CODE.



FRONT ELEVATION

3 L300 WOODEN FENCE- 3 RAIL 1/4"=1'-0" ELEVATION/PLAN



SIDE ELEVATION

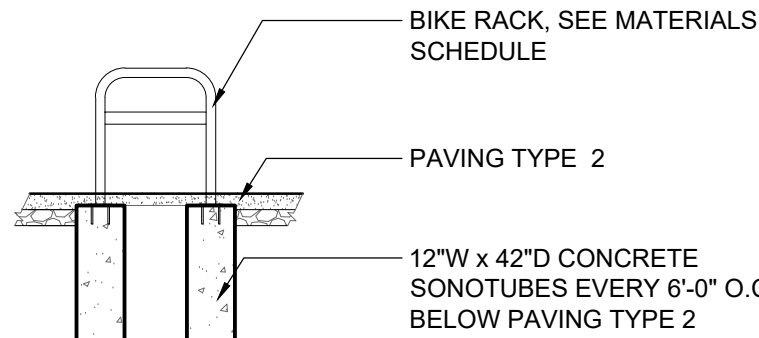
NOTES:
1. REFER TO MANUFACTURER SPECIFICATIONS FOR INSTALLATION AND SPACING.

MANUFACTURER: MADRAX BICYCLE SECURITY
MODEL: 'UX' BIKE RACK - UX-238
FINISH: POWDERCOAT- BLACK
WEBSITE: www.madrax.com
PHONE: 1-800-448-7931

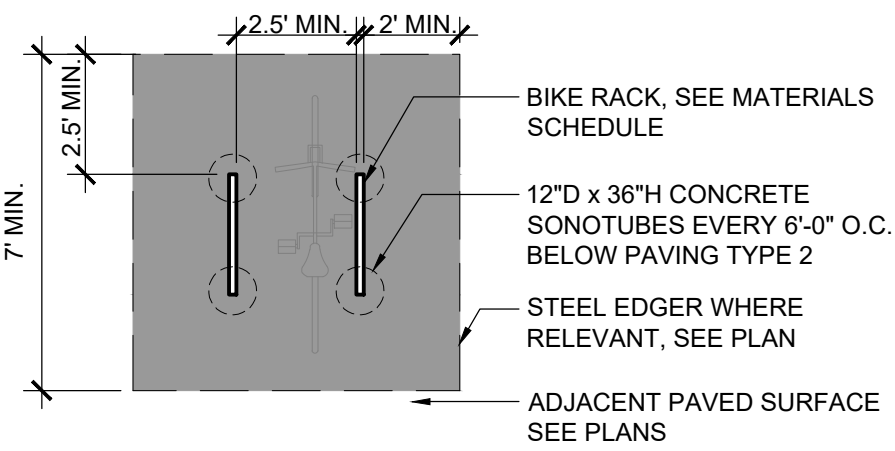


BIKE RACK CHARACTER REFERENCE IMAGERY

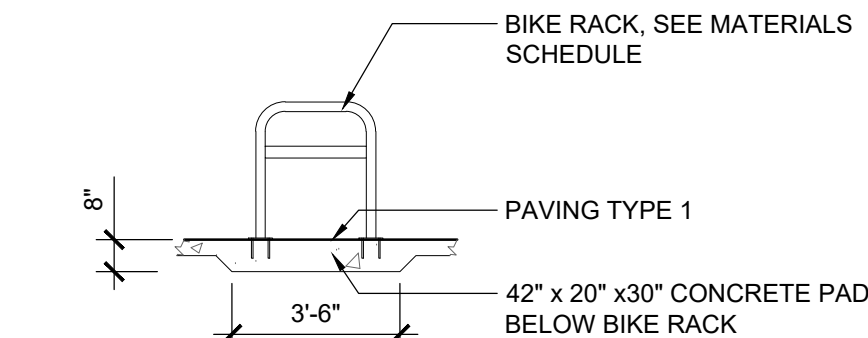
2 L300 BIKE RACKS 1/4"=1'-0" ELEVATION/PLAN



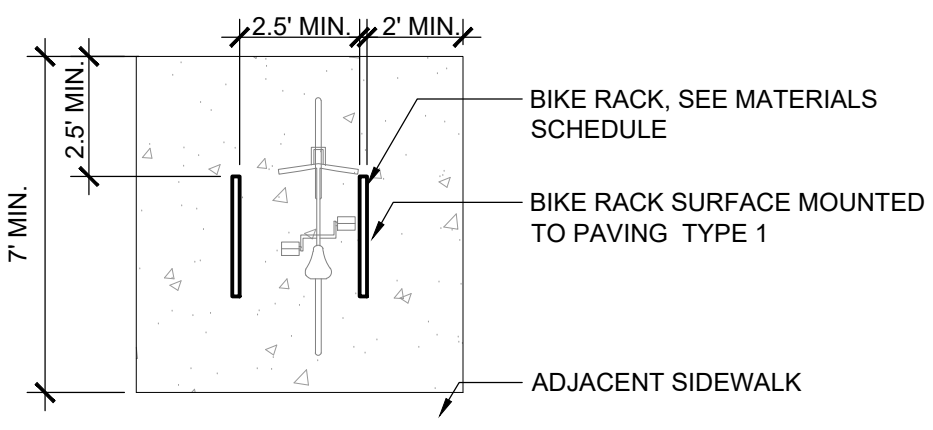
BIKE RACK IN PAVING TYPE 2 SECTION



BIKE RACK IN PAVING TYPE 2 PLAN



BIKE RACK IN PAVING TYPE 1 SECTION



BIKE RACK IN PAVING TYPE 1 PLAN

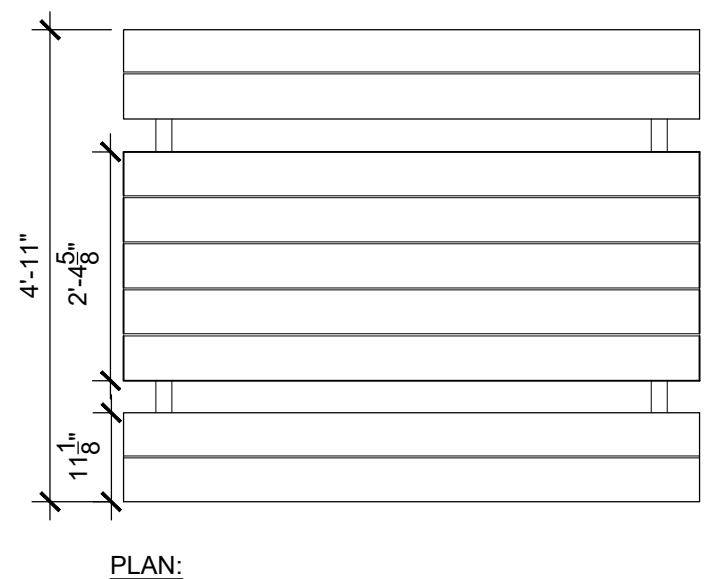
NOTES:
1. CONTRACTOR TO INSTALL PER MANUFACTURER'S DIRECTIONS
2. CONTRACTOR TO PROVIDE COLOR SAMPLES FOR APPROVAL

MANUFACTURER: BEAR SAVER
MODEL: HA2-PH
FINISH: POWDERCOAT - "BLACK"
WEBSITE: www.bearsaver.com
PHONE: 800-851-3887

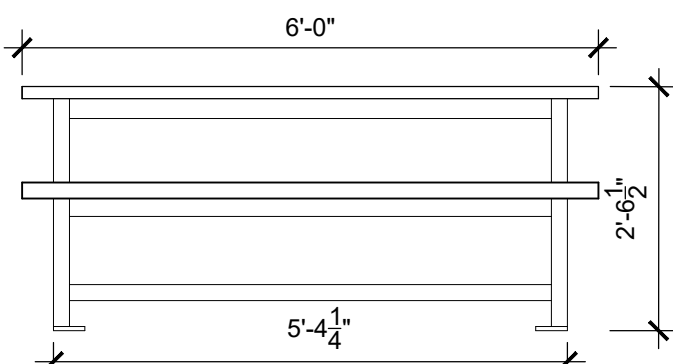
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WIDTH: 44"
HEIGHT: 46"



4 L300 WASTE RECEPTABLE N.T.S. ELEVATION/PLAN



PLAN:



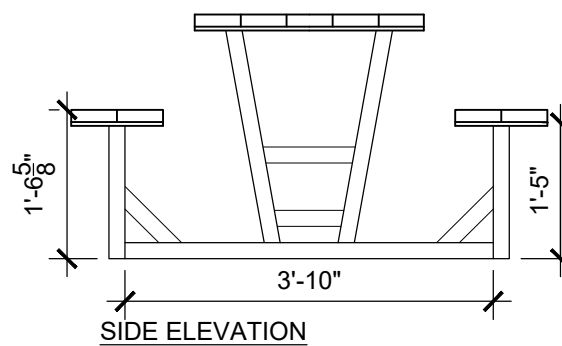
FRONT ELEVATION



CHARACTER IMAGE

NOTES:
1. SURFACE MOUNT AND INSTALL PER MANUFACTURER
2. PROVIDE COLOR SAMPLE FOR APPROVAL.

MANUFACTURER: WISHBONE SITE FURNISHINGS
MODEL: RUTHERFORD HEAVY DUTY PICNIC TABLE (RPTFS-6)
FINISH: POWDERCOAT-"CARBON BLACK" WITH "SAND" PLASTIC LUMBER
WEBSITE: www.Wishbonetld.com
PHONE: 1-866-626-0476

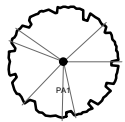
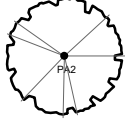
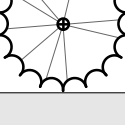
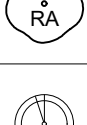
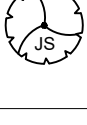
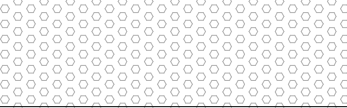


SIDE ELEVATION

1 L300 RECTANGULAR PICNIC TABLE 1/2"=1'-0" ELEVATION/PLAN

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REVEGETATION NOTES	
REVEGETATE ALL DISTURBED AREAS ON THE SITE WITH:	
60% PAWNEE BUTTES 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 COLUMBINE, COLORADO GERANIUM, RICHARDSON ASTER, ENGLEMANNS ORANGE MOUNTAIN DAISY GIANT LOUSEWORT CONEFLOWER, WESTERN SULFUR FLOWER NODDING GROUNDSEL WESTERN LARKSPUR WESTERN LARKSPUR AMERICAN VETCH PENSTEMON, SMALL FLOWERED PENSTEMON, ROCKY MOUNTAIN PENSTEMON, WASATCH PENSTEMON, RYDBERGS GAILLARDIA/BLANKETFLOWER	
SLOPES OVER 3:1 SHALL BE HAY TACKIFIED OR NETTED.	
LANDSCAPE 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. LANDSCAPE IRRIGATION APPROACH NOTES 15. 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. 16. 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. 17. 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	

PLANT SCHEDULE							
DECIDUOUS TREES	CODE	DESCRIPTION	CAL	COND	CONT	SIZE	QTY
	PA1	POPULUS ANGUSTIFOLIA NARROWLEAF COTTONWOOD	2.5" CAL	N/A	B & B		4
	PA2	POPULUS ANGUSTIFOLIA NARROWLEAF COTTONWOOD	4" CAL	N/A	B & B		7
	PT1	POPULUS TREMULOIDES QUAKING ASPEN	2" CAL	CLUMP/ MULTI-STEM	B & B	10'-12' HT	16
	PT2	POPULUS TREMULOIDES QUAKING ASPEN	3" CAL	CLUMP/ MULTI-STEM	B & B	12'-15' HT	12
		TOTAL DECIDUOUS TREES					39
EVERGREEN TREES	CODE	DESCRIPTION	CAL	COND	CONT	SIZE	QTY
	PP1	PICEA PUNGENS COLORADO SPRUCE	N/A	N/A	B & B	8' HT	3
	PP2	PICEA PUNGENS COLORADO SPRUCE	N/A	N/A	B & B	10' HT	5
	PP3	PICEA PUNGENS COLORADO SPRUCE	N/A	N/A	B & B	12' HT	4
		TOTAL EVERGREEN TREES					12
DECIDUOUS SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY
	CSC	CORNUS SERICEA COLORADENSIS COLORADO DOGWOOD	3-5 GAL.	5-6' O.C.			44
	PFC	POTENTILLA FRUTICOSA POTENTILLA	3-5 GAL.	3' O.C.			28
	RA	RIBES ALPINUM ALPINE CURRANT	3-5 GAL.	4' O.C.			32
	RW	ROSA WOODSII WOODS ROSE	3-5 GAL.	3' O.C.			21
	SO	SYMPHORICARPOS OREOPHILUS MOUNTAIN SNOWBERRY	3-5 GAL.	3' O.C.			22
		TOTAL DECIDUOUS SHRUBS					147
EVERGREEN SHRUBS	CODE	DESCRIPTION					QTY
	JS	JUNIPERUS SABINA SAVIN JUNIPER	3-5 GAL.	4' O.C.			39
	MR	MAHONIA REPENS CREEPING OREGON GRAPE	3-5 GAL.	3' O.C.			12
	PPM	PICEA PUNGENS MESA VERDE MESA VERDE COLORADO SPRUCE	3-5 GAL.	3' O.C.			17
		TOTAL EVERGREEN SHRUBS					68
ORNAMENTAL GRASSES	CODE	DESCRIPTION					QTY
	DC	DESCHAMPSIA CESPITOSA TUFTED HAIR GRASS	1 GAL.	18" O.C.			48
	HS	HELICTOTRICHON SEMPEVIRENS BLUE OAT GRASS	1 GAL.	2'-3' O.C.			63
		TOTAL ORNAMENTAL GRASSES					111
SEED MIX	CODE	DESCRIPTION					
		NATIVE REVEGETATION SEED MIX (SEE NOTES)					11,912 SF



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

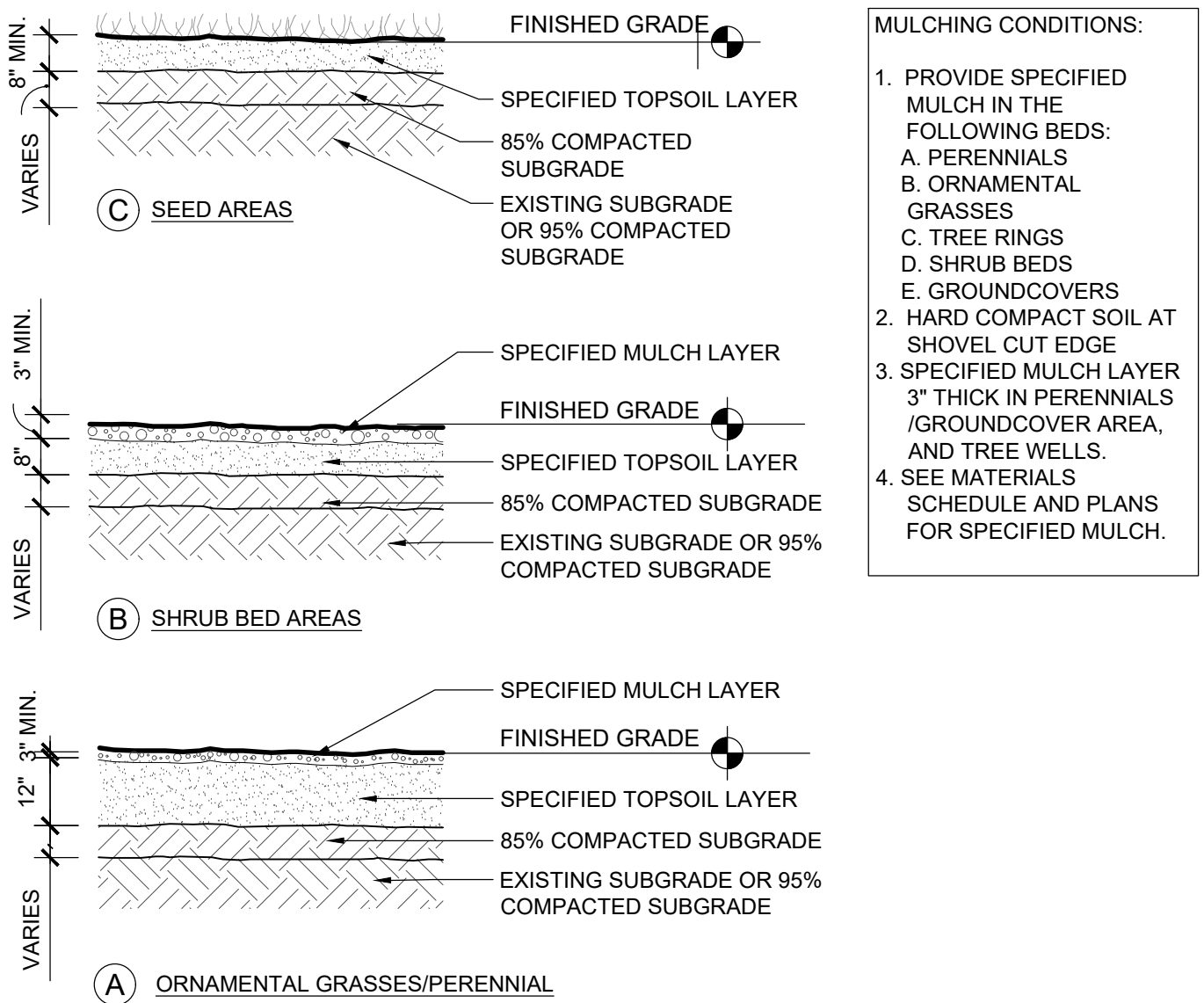
ENTRADA WORKFORCE HOUSING / PARCEL 7
TRACT A2, ENTRADA AT BRECKENRIDGE
11030 HIGHWAY 9 BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

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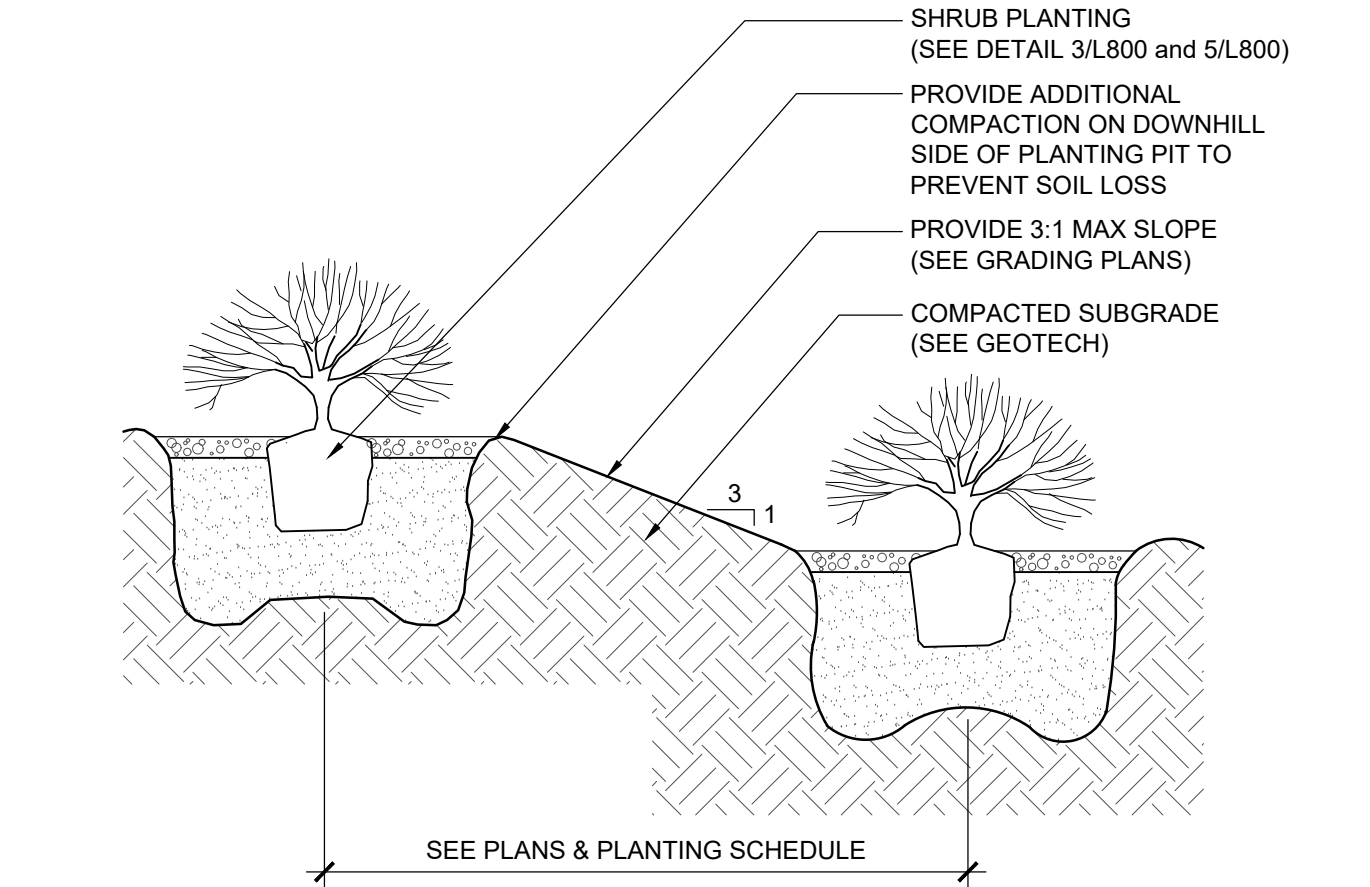
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LANDSCAPE
SCHEDULE &
NOTES

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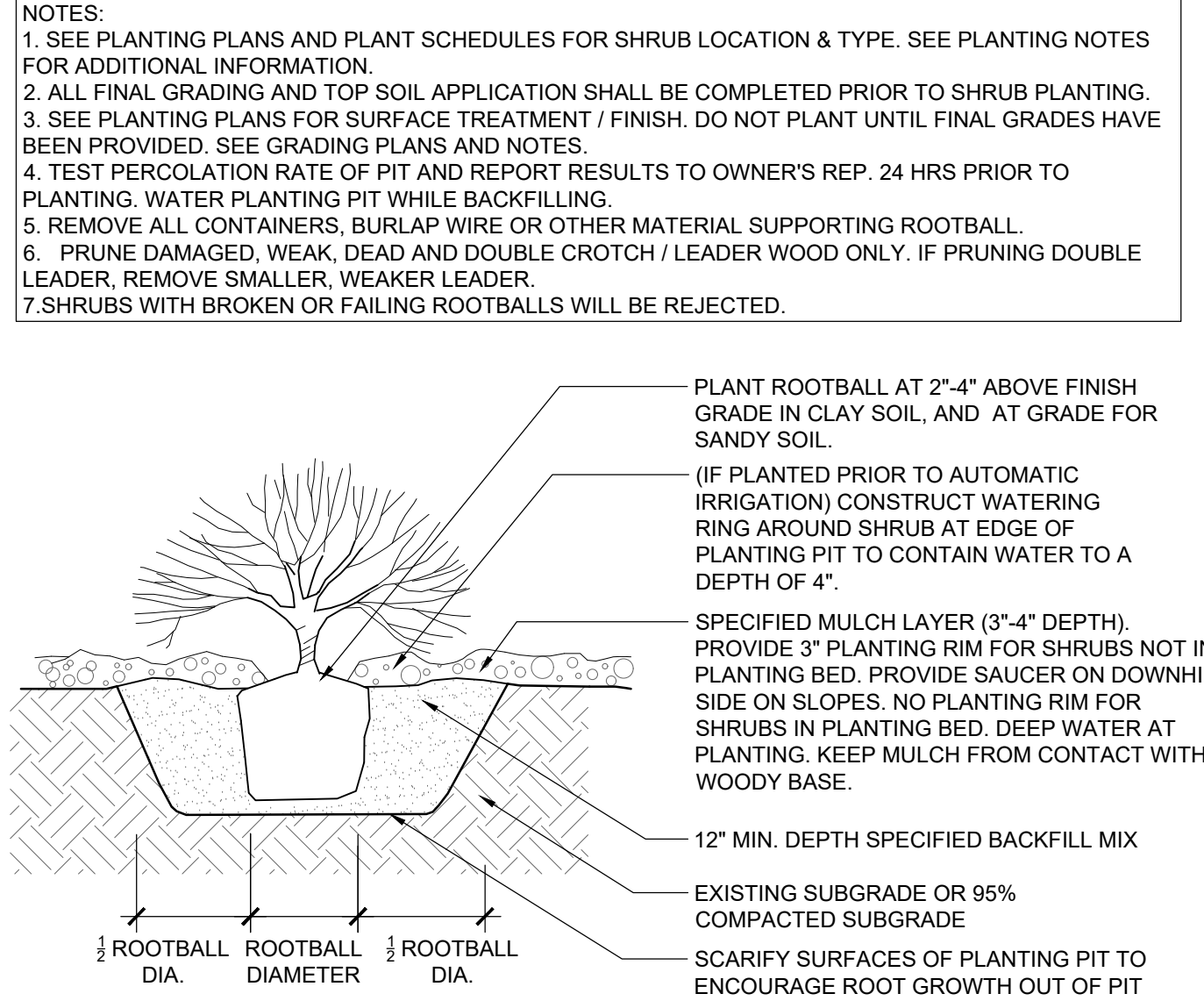
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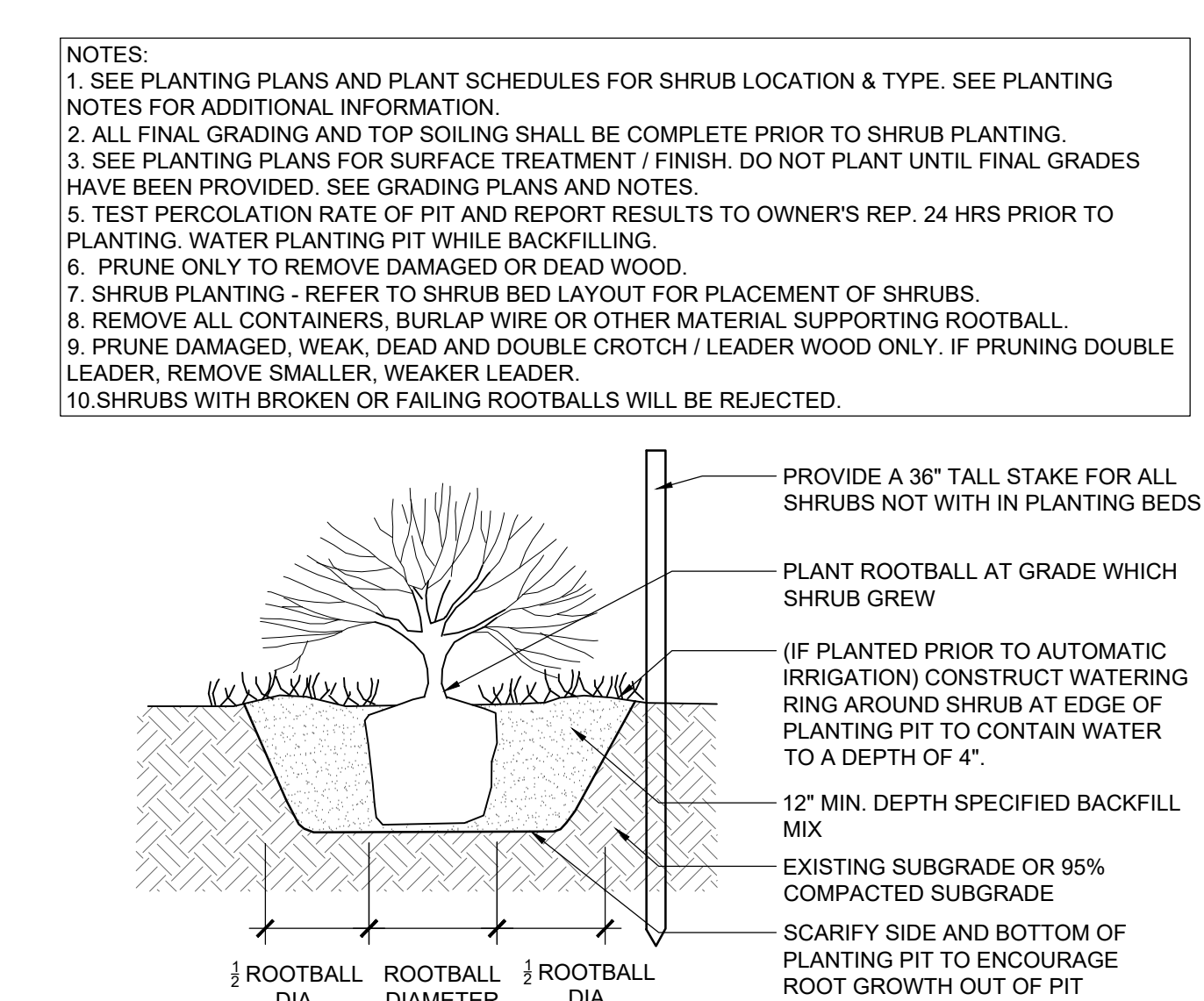
8 **PLANTING AREAS**
L401 N.T.S. SECTION



6 **SHRUB & PLANTING ON SLOPE**
L401 N.T.S. SECTION



4 **SHRUB PLANTING IN MULCH BED**
L401 N.T.S. SECTION



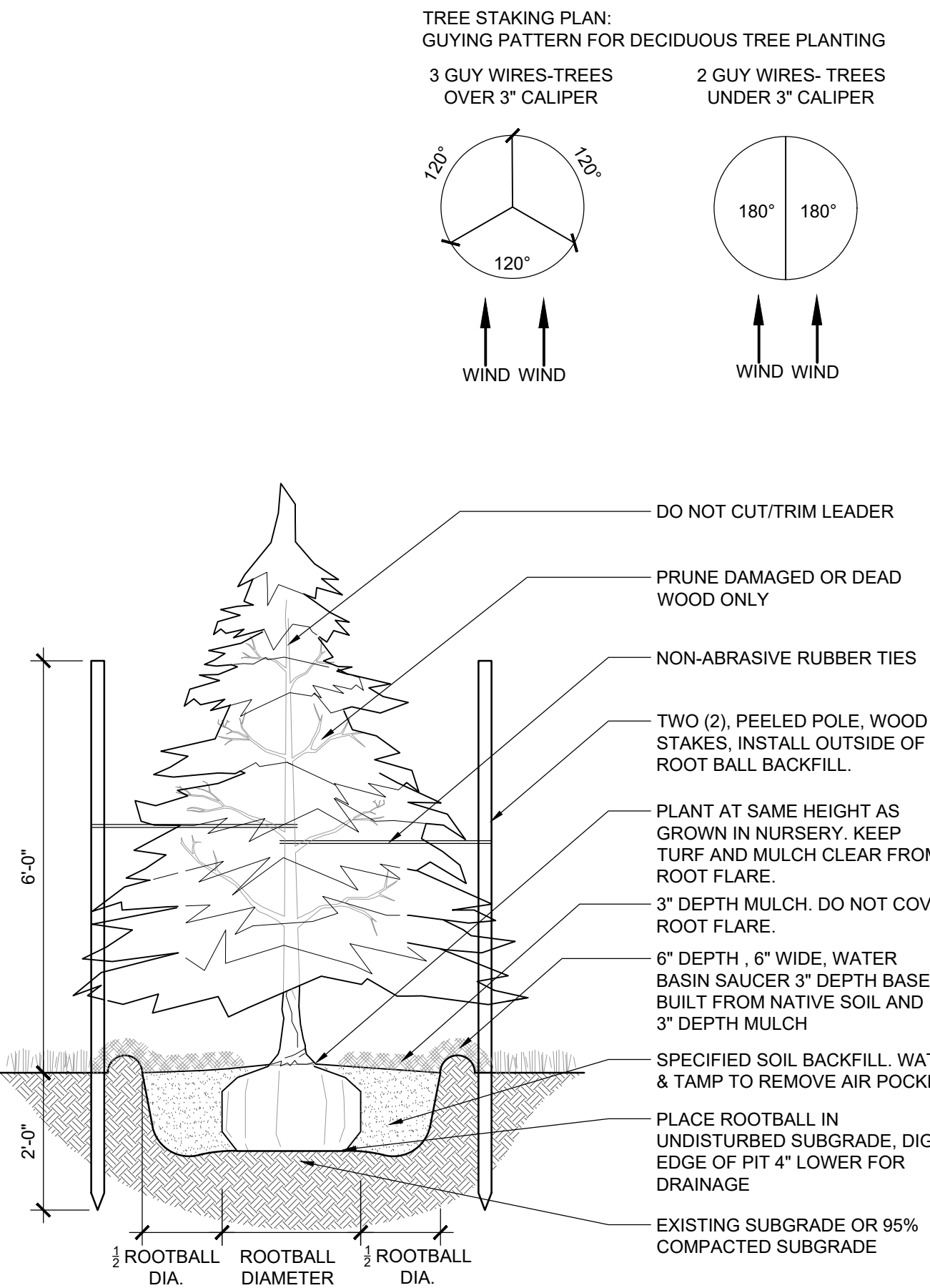
2 **OPEN LANDS SHRUB PLANTING**
L401 N.T.S. SECTION

- NOTES:
1. SEE PLANTING PLANS AND PLANT SCHEDULES FOR TREE LOCATION & TYPE. SEE PLANTING NOTES FOR ADDITIONAL INFORMATION.
 2. ALL FINAL GRADING AND TOP SOILING SHALL BE COMPLETE PRIOR TO TREE PLANTING.
 3. SEE PLANTING PLANS FOR SURFACE TREATMENT / FINISH. DO NOT PLANT UNTIL FINAL GRADES HAVE BEEN PROVIDED. SEE GRADING PLANS AND NOTES.
 4. GUY AND STAKE ALL TREES 2" CAL. OR LARGER. PLACE STAKE PLUMB AND OUTSIDE TREE PLANTING PIT.
 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 DAMAGED, WEAK, DEAD AND DOUBLE CROTCH / LEADER WOOD ONLY. IF PRUNING DOUBLE LEADER, REMOVE SMALLER, WEAKER LEADER.
 7. DO NOT STAKE TREES BELOW 8' HEIGHT.
 8. SET ROOTBALL ON UNDISTURBED SOIL.
 9. PROVIDE STAKE SYSTEM AS SHOWN IN LINE WITH PREVAILING WINDS.
 10. TREES WITH BROKEN OR FAILING ROOTBALLS WILL BE REJECTED.
 11. PROVIDE MULCH RING AS FOLLOWS:
NON-MANICURED TURF - 48" MIN. MULCH RING IN
MANICURED TURF - 36" MULCH RING, MAINTAIN 4"-6" CLEAR ZONE FROM TRUNK.

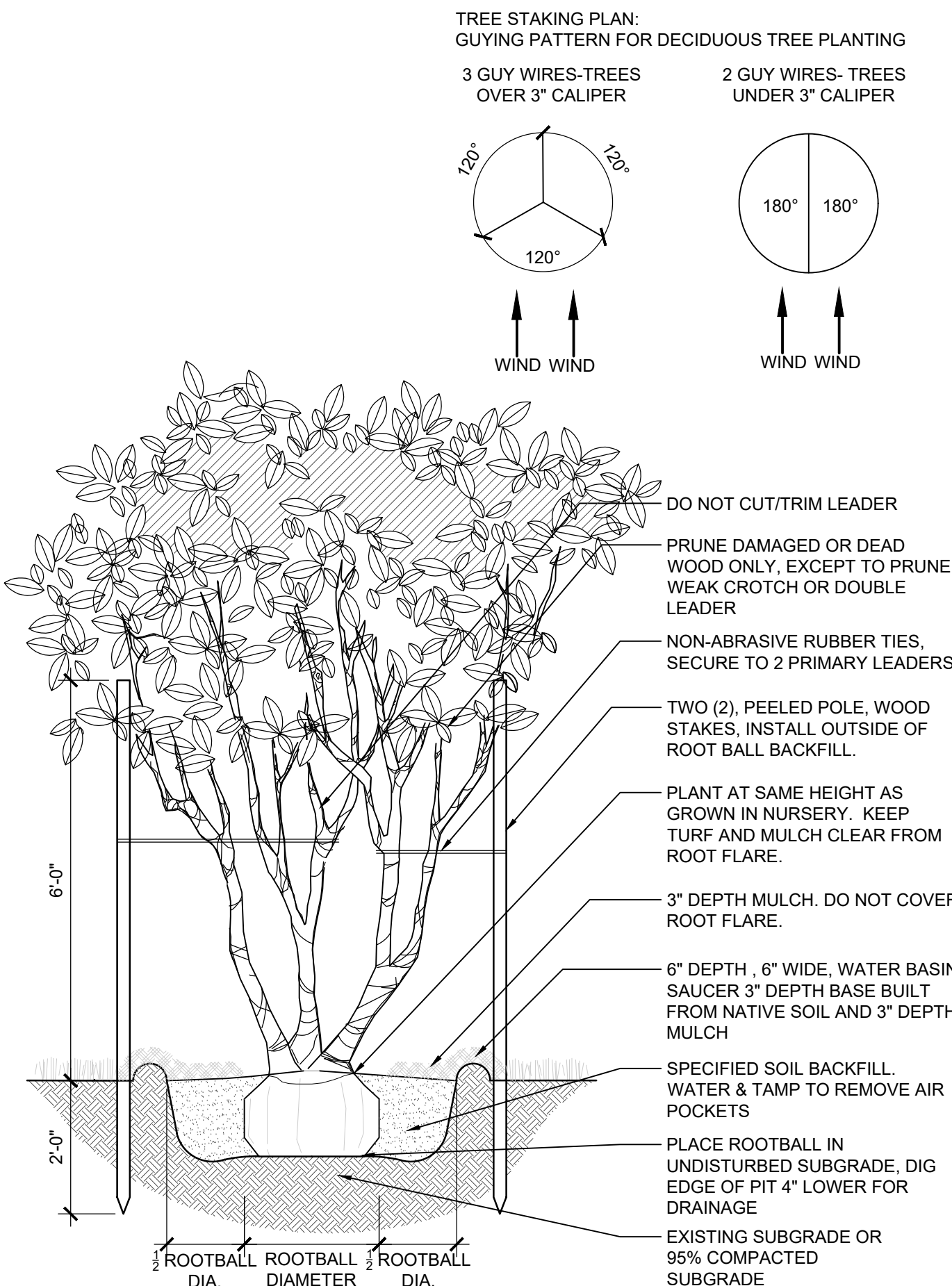
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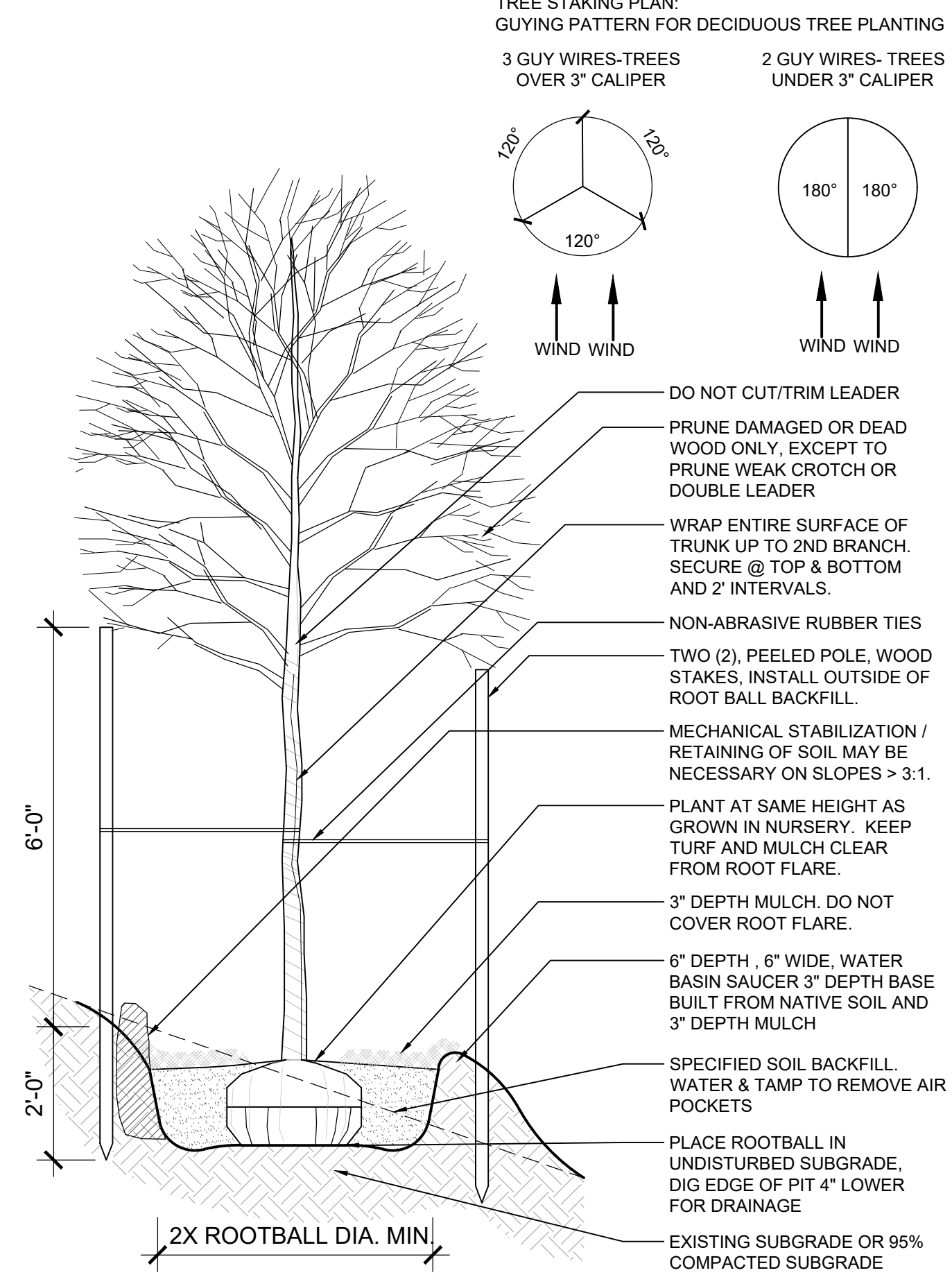
- NOTES:
1. SEE PLANTING PLANS AND PLANT SCHEDULES FOR TREE LOCATION & TYPE. SEE PLANTING NOTES FOR ADDITIONAL INFORMATION.
 2. ALL FINAL GRADING AND TOP SOILING SHALL BE COMPLETE PRIOR TO TREE PLANTING.
 3. SEE PLANTING PLANS FOR SURFACE TREATMENT / FINISH. DO NOT PLANT UNTIL FINAL GRADES HAVE BEEN PROVIDED. SEE GRADING PLANS AND NOTES.
 4. GUY AND STAKE ALL TREES 2" CAL. OR LARGER. PLACE STAKE PLUMB AND OUTSIDE TREE PLANTING PIT.
 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 DAMAGED, WEAK, DEAD AND DOUBLE CROTCH / LEADER WOOD ONLY. IF PRUNING DOUBLE LEADER, REMOVE SMALLER, WEAKER LEADER.
 7. DO NOT STAKE TREES BELOW 8' HEIGHT.
 8. SET ROOTBALL ON UNDISTURBED SOIL.
 9. PROVIDE STAKE SYSTEM AS SHOWN IN LINE WITH PREVAILING WINDS.
 10. TREES WITH BROKEN OR FAILING ROOTBALLS WILL BE REJECTED.
 11. PROVIDE MULCH RING AS FOLLOWS:
NON-MANICURED TURF - 48" MIN. MULCH RING IN
MANICURED TURF - 36" MULCH RING, MAINTAIN 4"-6" CLEAR ZONE FROM TRUNK.



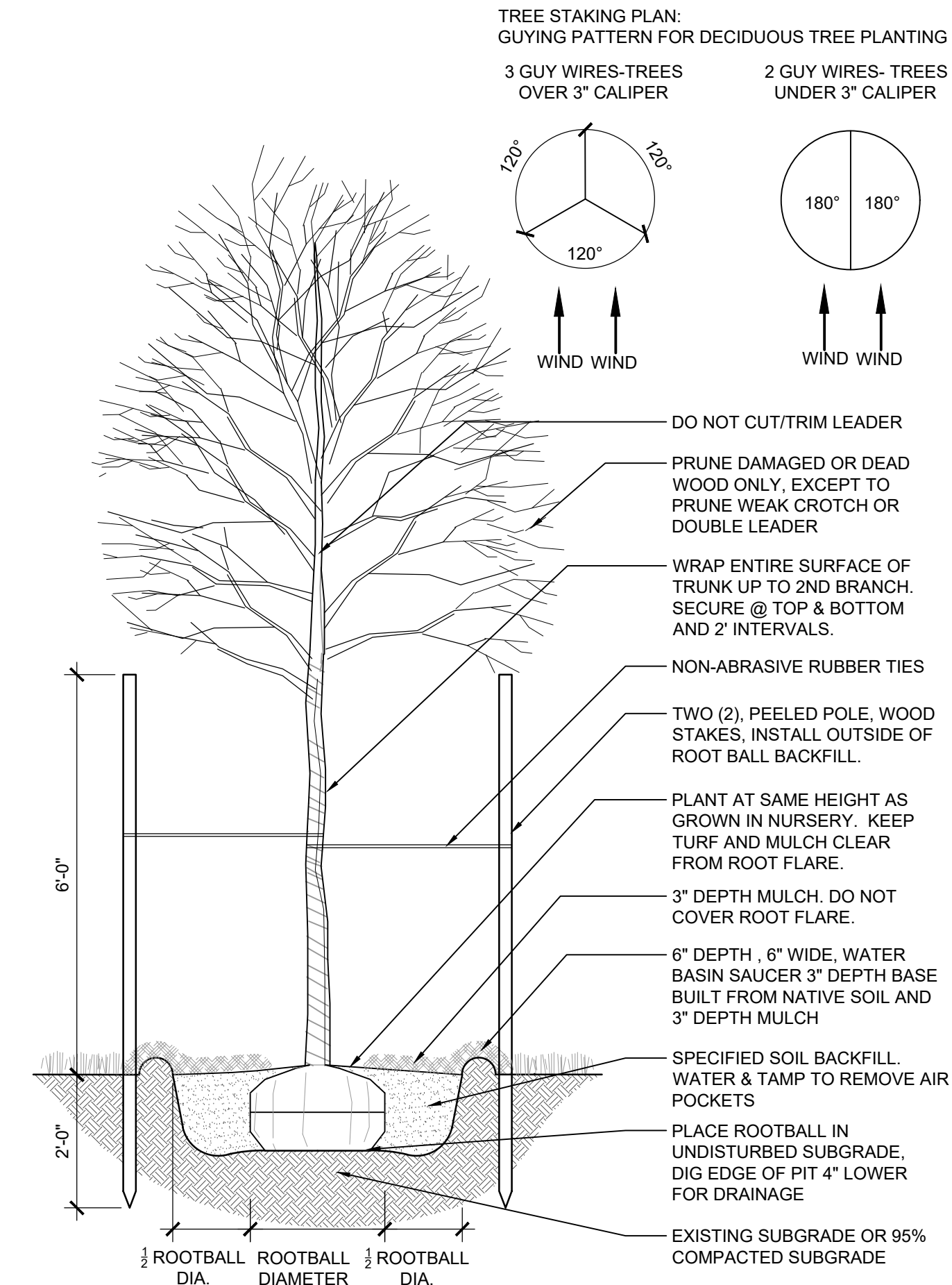
7 **EVERGREEN TREE PLANTING**
L401 N.T.S. SECTION



5 **MULTI-STEM TREE PLANTING**
L401 1"=1'-0" SECTION



3 **TREE PLANTING ON SLOPE**
L401 N.T.S. SECTION



1 **DECIDUOUS TREE PLANTING**
L401 N.T.S. SECTION

Drawing: U:\202206\21-Entrada Workforce Housing\05 CAD\Sheets\01- PRELIMINARY PLAN\L500_ Illustrative Site Plan.dwg
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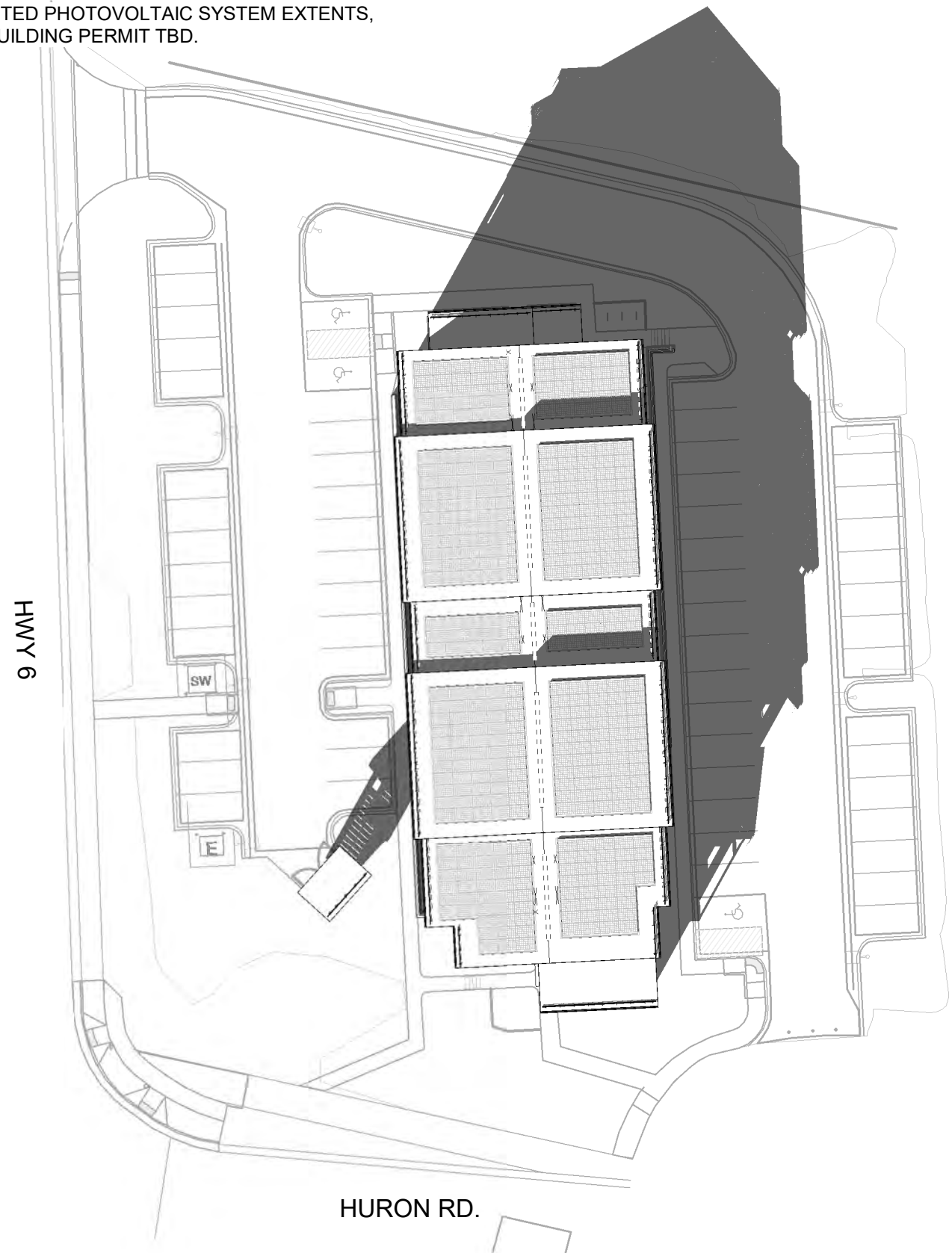
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ILLUSTRATIVE
SITE PLAN

SHEET NUMBER:

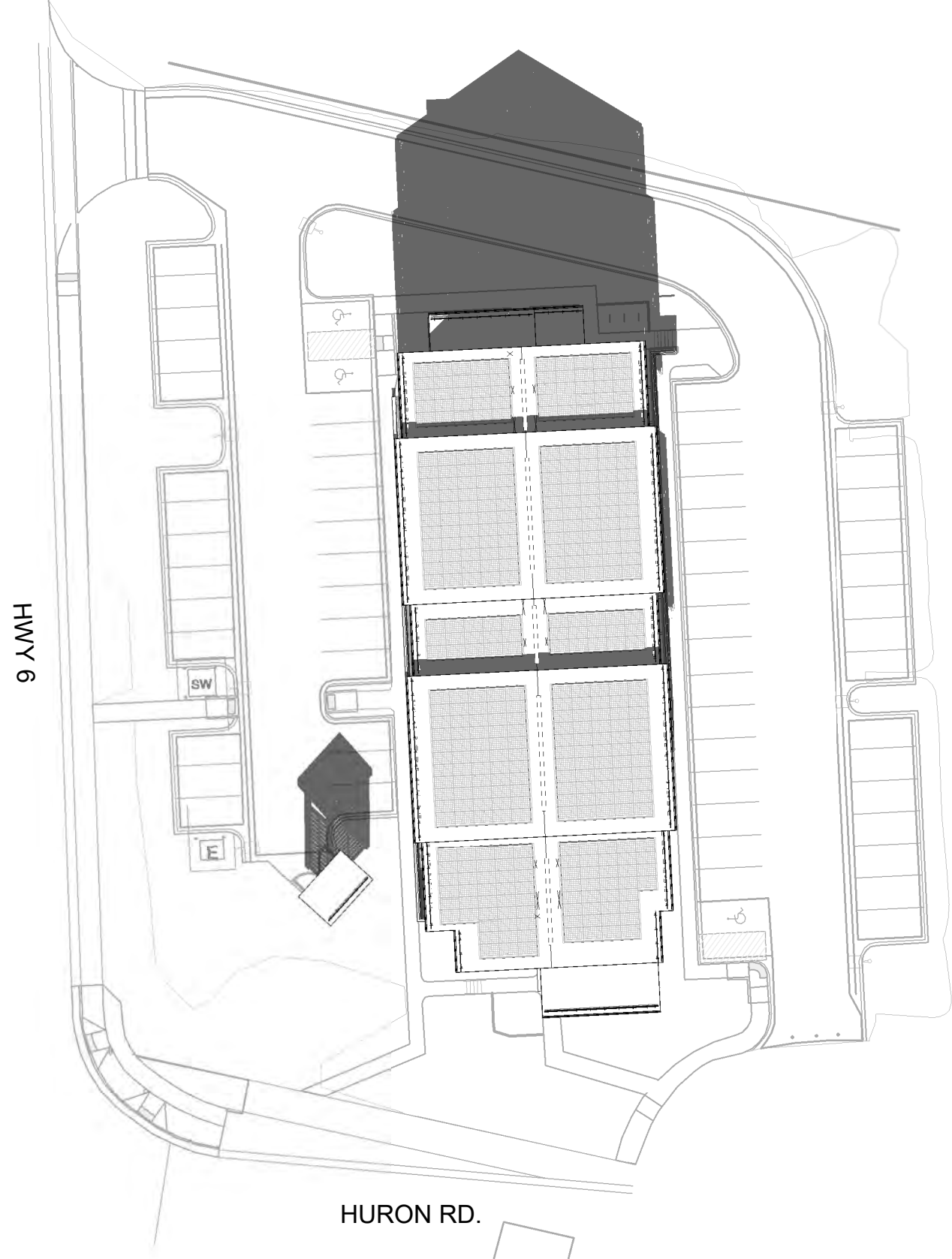
L500

****NOTE:** ROOF MOUNTED PHOTOVOLTAIC SYSTEM EXTENTS,
FINAL DESIGN FOR BUILDING PERMIT TBD.



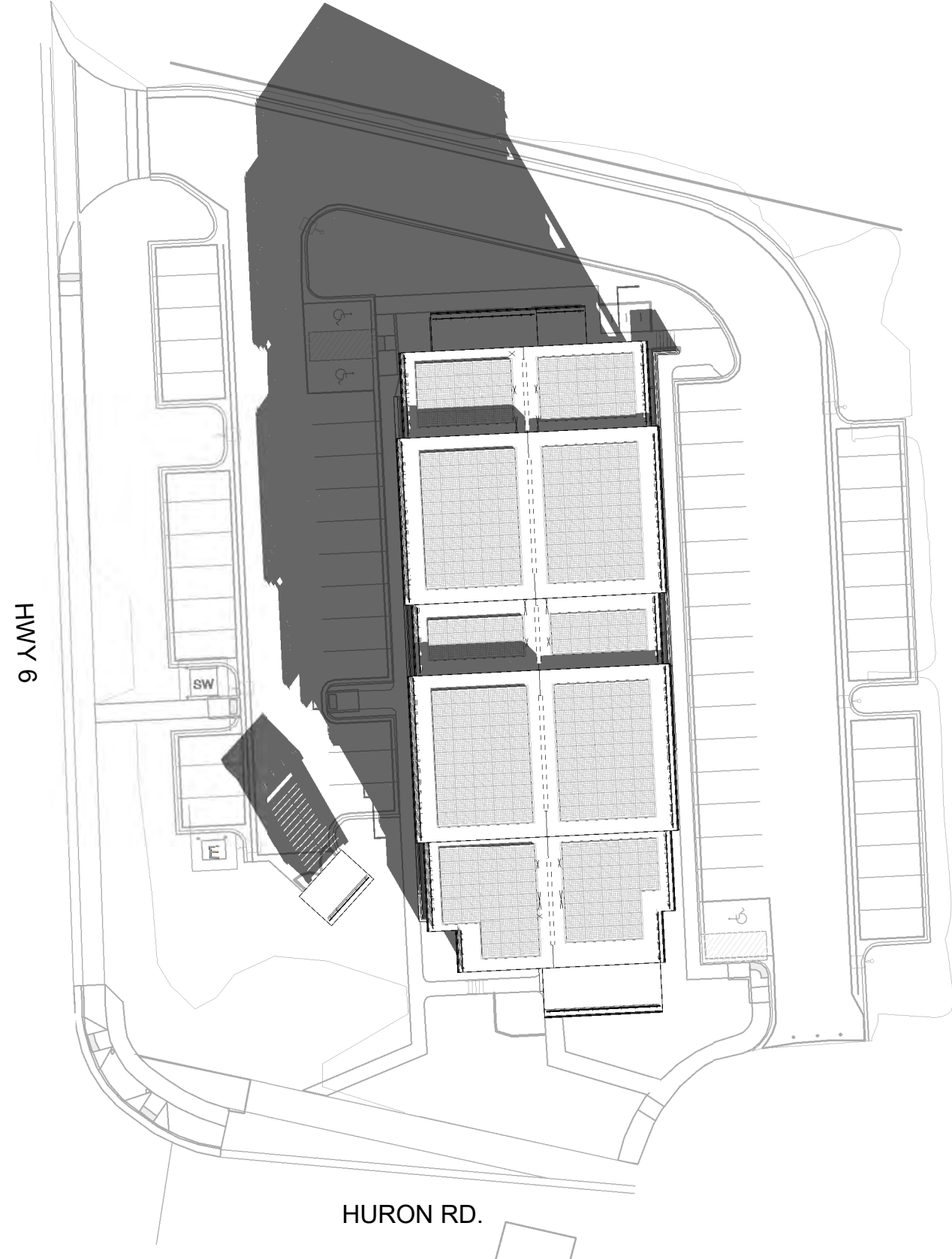
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A006

DEC. 21 - 2 PM
SCALE: 1" = 40'-0"



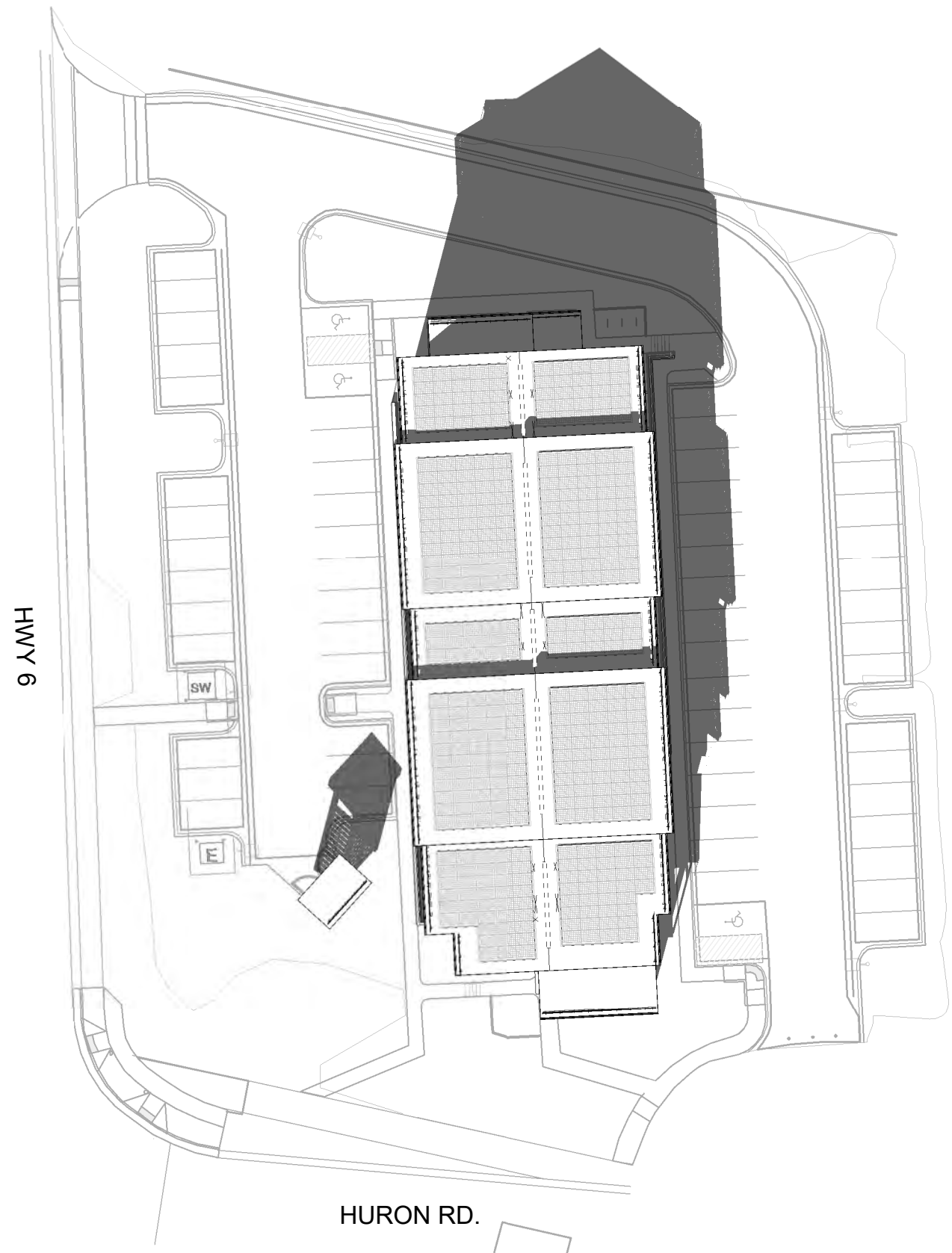
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A006

DEC. 21 - 12 PM
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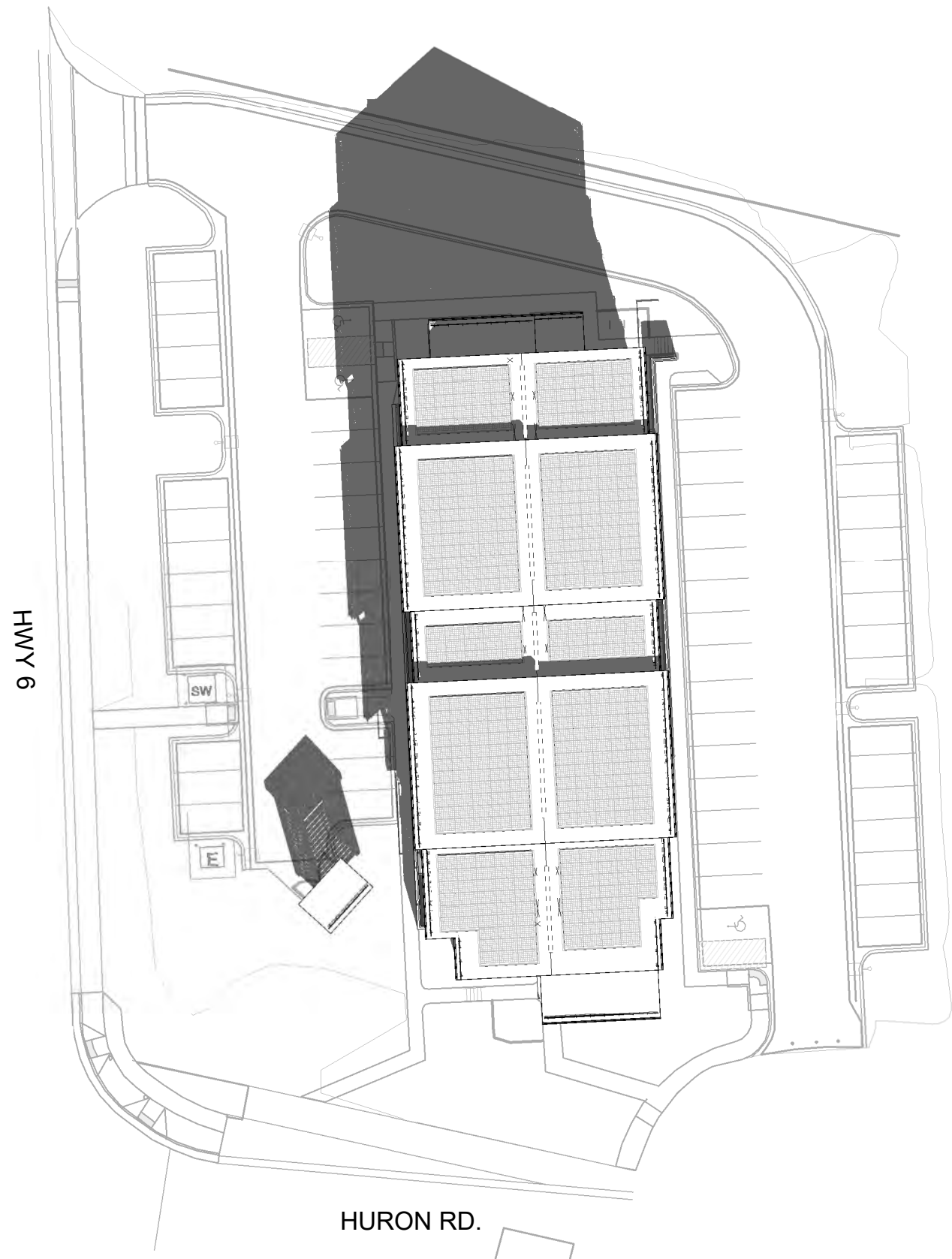
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A006

DEC. 21 - 10 AM
SCALE: 1" = 40'-0"



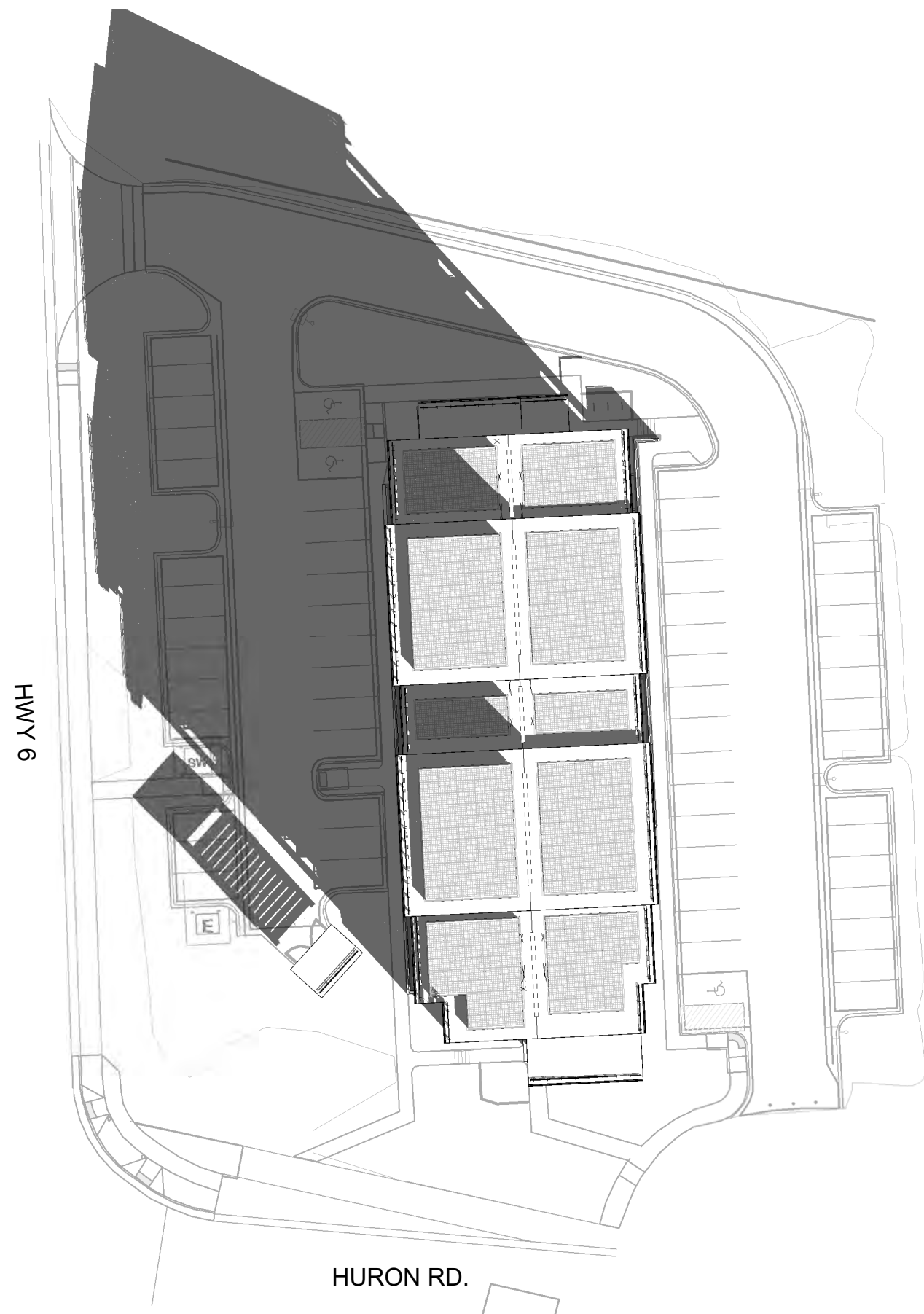
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A006

DEC. 21 - 1 PM
SCALE: 1" = 40'-0"



3
A006

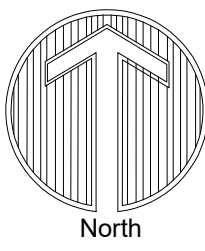
DEC. 21 - 11 AM
SCALE: 1" = 40'-0"



1
A006

DEC. 21 - 9 AM
SCALE: 1" = 40'-0"

Scale: 1" = 40'-0"
0' 20'-0" 40'-0" 80'-0"



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SHEET TITLE:

SOLAR STUDY

SHEET NUMBER:

A006

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USE TYPE:

CIRCULATION

STORAGE

UNIT

ENTRADA WORKFORCE HOUSING		
GENERAL	HEIGHT (STORIES)	3
	TOTAL GROSS SF	31,457
	TOTAL UNITS	40
	TOTAL PARKING DEMAND	60
UNITS	TYPE	TOTAL SF
	UNITS	24,998
	RECREATION/AMENITY	691
	STORAGE	2,015
	COMMON/CIRC./SUPPORT	3,753
TOTAL		31,457
PARKING	LOCATION	COUNT (STALLS)
	SURFACE LOT	60
Total		60
NOTE: SQUARE FOOTAGE CALCULATIONS EXCLUDE BALCONIES		

FIREPLACE TYPE	FIREPLACE COUNT	LOCKER	COUNT	TOTAL SQ/FT
GAS	0 PER UNIT	WIRE/MESH	40	552
	0 TOTAL			



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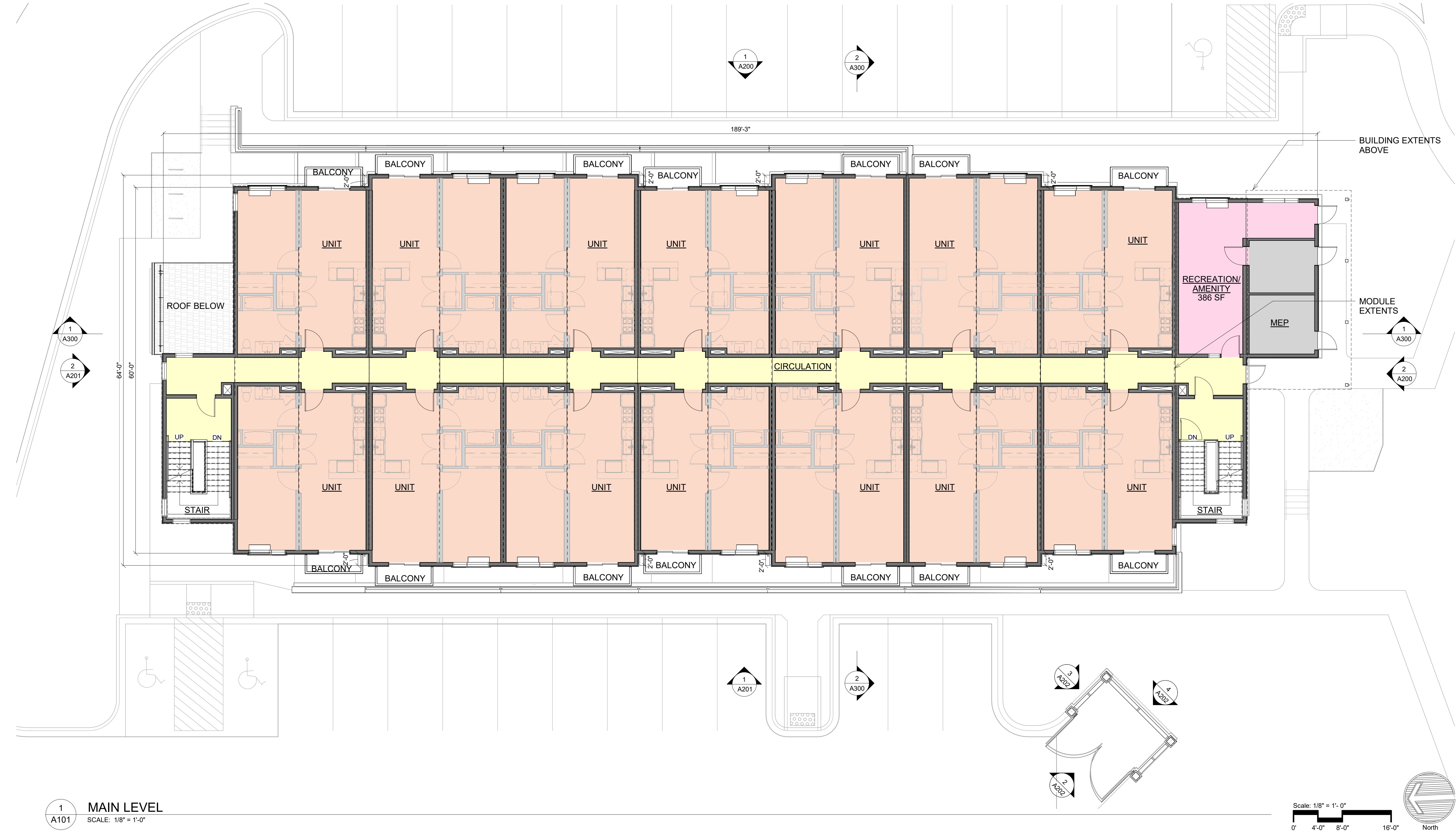
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SHEET TITLE:
LOWER LEVEL PLAN

SHEET NUMBER:
A100

USE TYPE:

- AMENITY
- CIRCULATION
- MEP
- UNIT



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SHEET TITLE:

MAIN LEVEL PLAN

SHEET NUMBER:

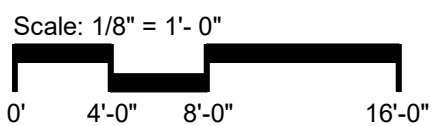
A101

USE TYPE:

- AMENITY
- CIRCULATION
- UNIT



1
A102
UPPER LEVEL
SCALE: 1/8" = 1'-0"



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SHEET TITLE:

UPPER LEVEL PLAN

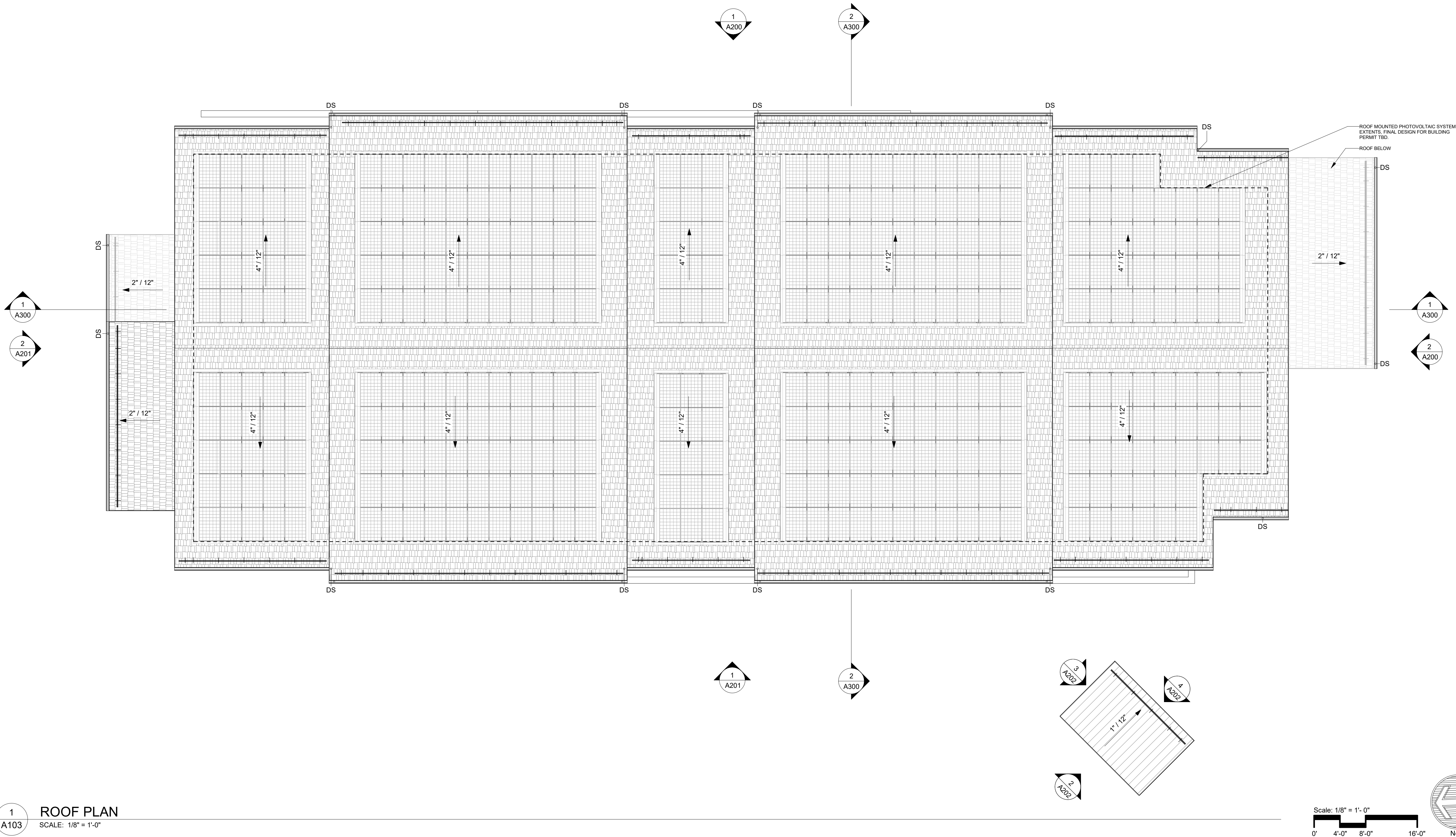
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1
A103

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



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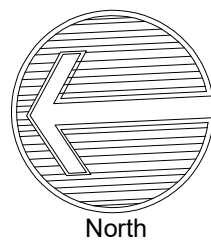
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ROOF PLAN

SHEET NUMBER:

A103

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

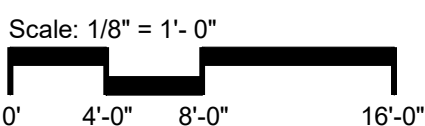


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1
A200

EAST ELEVATION

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



2
A200

SOUTH ELEVATION

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



ELEVATION KEYNOTES	
01	ASPHALT SHINGLE ROOF
02	FIBER CEMENT VERTICAL SIDING
03	FIBER CEMENT HORIZONTAL SIDING
04	FIBER CEMENT BOARD & BATTEN SIDING - COLOR 1
05	FIBER CEMENT BOARD & BATTEN SIDING - COLOR 2
06	BOARD FORMED CIP RETAINING WALL
07	METAL GUARD RAIL SYSTEM, PAINTED
08	FASCIA BOARD, PAINTED
09	ROOF BRACKET, PAINTED
10	KICKER, PAINTED
11	STRUCTURE, PAINTED
12	BUILDING MOUNTED LIGHT
13	PTAC UNIT, PREFIN TO MATCH WINDOW TRIM
14	BUILDING EXTENTS BEYOND
15	STANDING SEAM METAL ROOF
16	PREFIN. METAL GUTTER & DOWNSPOUT, SIM TO TRIM FINISH W/MFGR. STANDARD COLOR
17	COLUMN, STONE
18	METAL PANEL, PAINTED
19	NATURAL WOOD TRIM (TYPICAL FOR ALL WINDOWS), PER ANNEXATION AGREEMENT
20	SNOW FENCE
21	SOLAR PANELS, PER ELEC
22	PREFIN METAL FLASHING

ENTRADA WORKFORCE HOUSING / PARCEL 7

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SHEET TITLE:	

ELEVATIONS

SHEET NUMBER:

A200

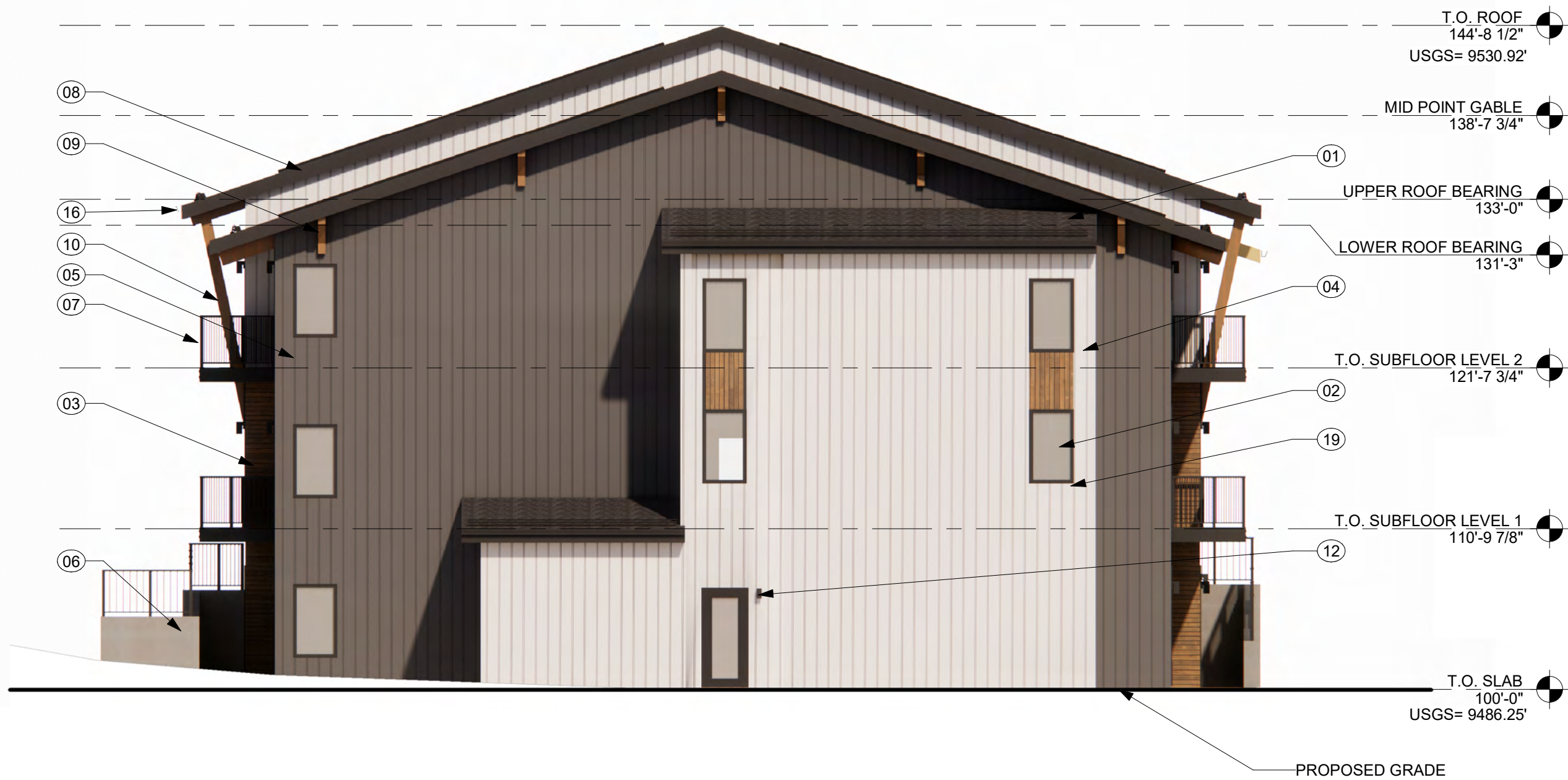
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1
A201

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



ELEVATION KEYNOTES	
01	ASPHALT SHINGLE ROOF
02	FIBER CEMENT VERTICAL SIDING
03	FIBER CEMENT HORIZONTAL SIDING
04	FIBER CEMENT BOARD & BATTEN SIDING - COLOR 1
05	FIBER CEMENT BOARD & BATTEN SIDING - COLOR 2
06	BOARD FORMED CIP RETAINING WALL
07	METAL GUARD RAIL SYSTEM, PAINTED
08	FASCIA BOARD, PAINTED
09	ROOF BRACKET, PAINTED
10	KICKER, PAINTED
11	STRUCTURE, PAINTED
12	BUILDING MOUNTED LIGHT
13	PTAC UNIT, PREFIN TO MATCH WINDOW TRIM
14	BUILDING EXTENTS BEYOND
15	STANDING SEAM METAL ROOF
16	PREFIN. METAL GUTTER & DOWNSPOUT, SIM TO TRIM FINISH W/MFGR. STANDARD COLOR
17	COLUMN, STONE
18	METAL PANEL, PAINTED
19	NATURAL WOOD TRIM (TYPICAL FOR ALL WINDOWS), PER ANNEXATION AGREEMENT
20	SNOW FENCE
21	SOLAR PANELS, PER ELEC
22	PREFIN METAL FLASHING



2
A201

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



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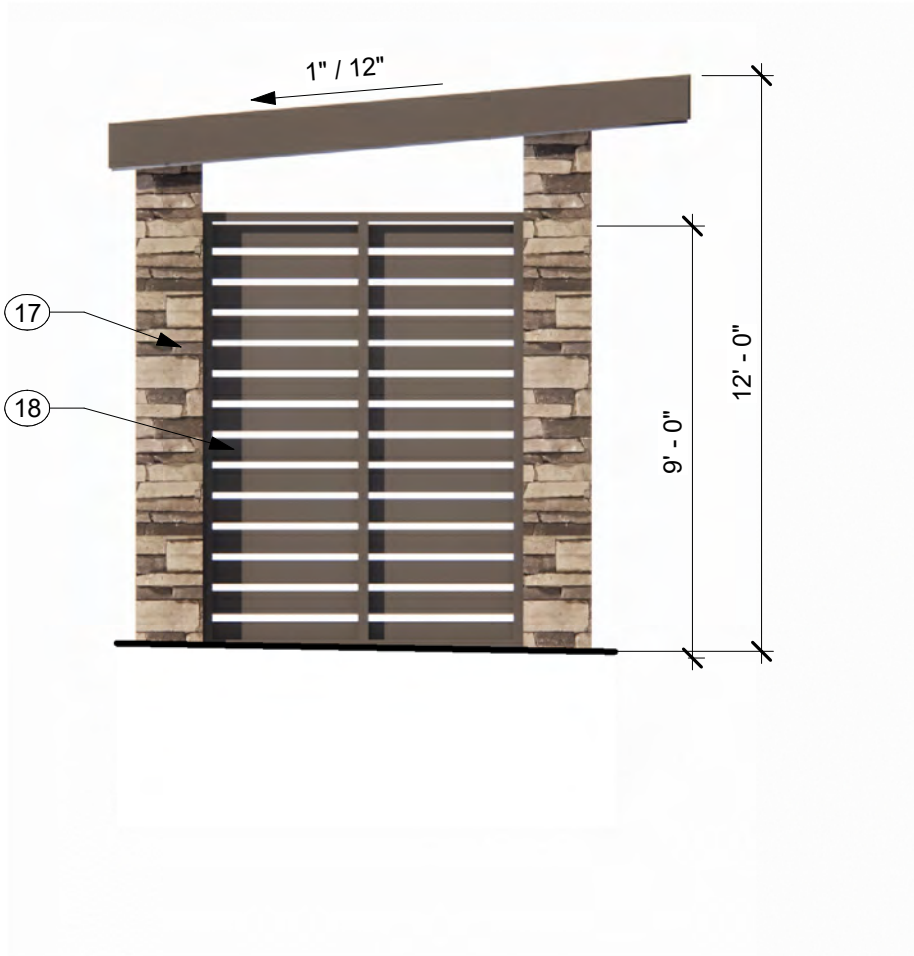
ELEVATIONS

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A201



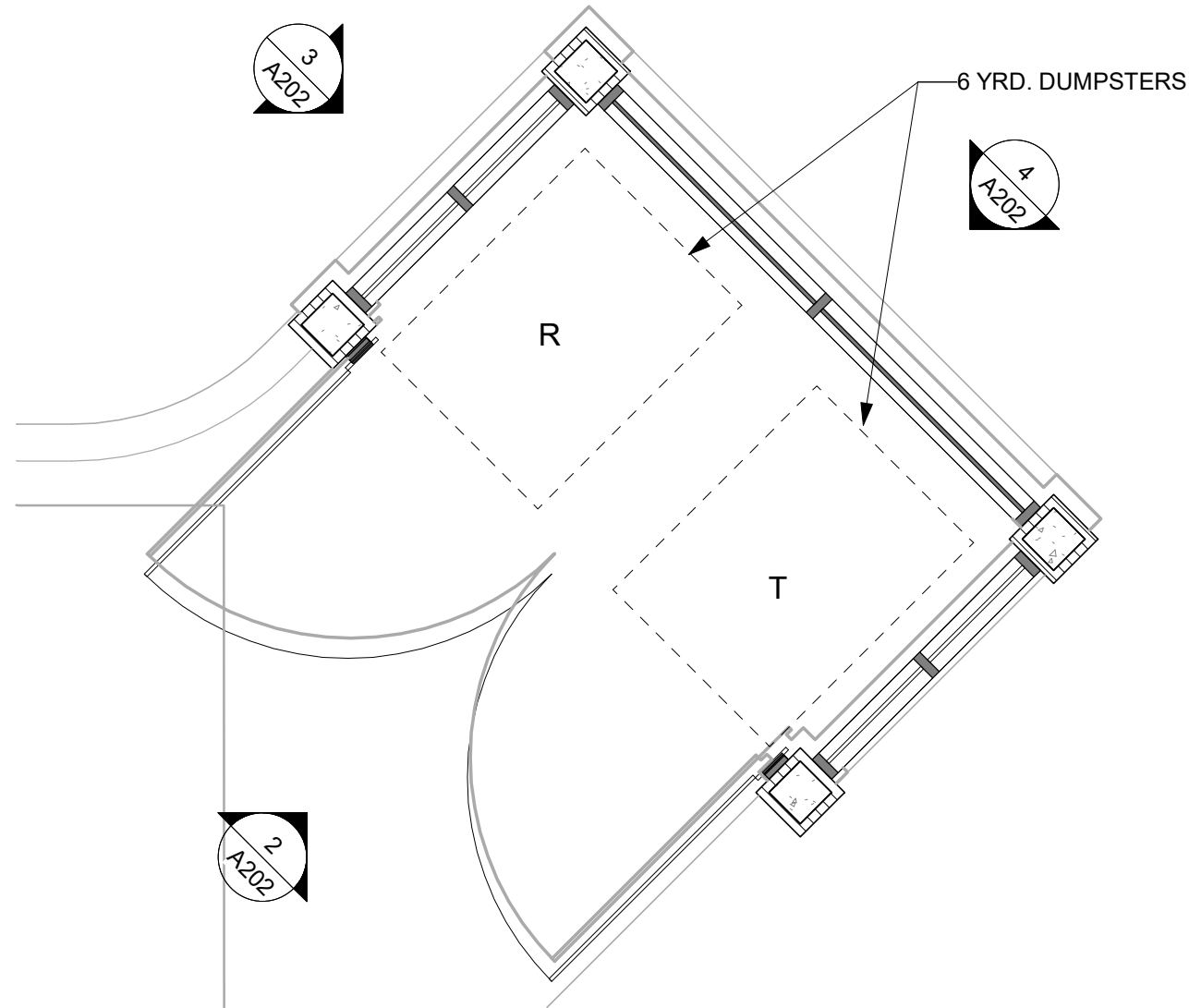
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A202 TRASH ENCLOSURE - SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



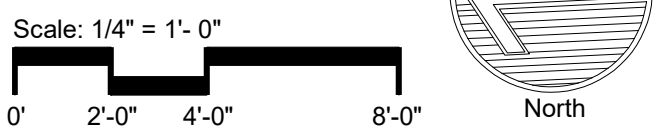
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A202 TRASH ENCLOSURE - EAST ELEVATION (OPPOSITE SIDE SIM.)
SCALE: 1/4" = 1'-0"



2
A202 TRASH ENCLOSURE - NORTH ELEVATION
SCALE: 1/4" = 1'-0"



1
A202 TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"



ELEVATION KEYNOTES	
01	ASPHALT SHINGLE ROOF
02	FIBER CEMENT VERTICAL SIDING
03	FIBER CEMENT HORIZONTAL SIDING
04	FIBER CEMENT BOARD & BATTEN SIDING - COLOR 1
05	FIBER CEMENT BOARD & BATTEN SIDING - COLOR 2
06	BOARD FORMED CIP RETAINING WALL
07	METAL GUARD RAIL SYSTEM, PAINTED
08	FASCIA BOARD, PAINTED
09	ROOF BRACKET, PAINTED
10	KICKER, PAINTED
11	STRUCTURE, PAINTED
12	BUILDING MOUNTED LIGHT
13	PTAC UNIT, PREFIN TO MATCH WINDOW TRIM
14	BUILDING EXTENTS BEYOND
15	STANDING SEAM METAL ROOF
16	PREFIN. METAL GUTTER & DOWNSPOUT, SIM TO TRIM FINISH W/MFGR. STANDARD COLOR
17	COLUMN, STONE
18	METAL PANEL, PAINTED
19	NATURAL WOOD TRIM (TYPICAL FOR ALL WINDOWS), PER ANNEXATION AGREEMENT
20	SNOW FENCE
21	SOLAR PANELS, PER ELEC
22	PREFIN METAL FLASHING

CEMENTITIOUS LAP SIDING



MANUFACTURER: CERACLAD
PRODUCT: URBAN CEDAR
COLOR: HONEY

CEMENTITIOUS SOFFIT



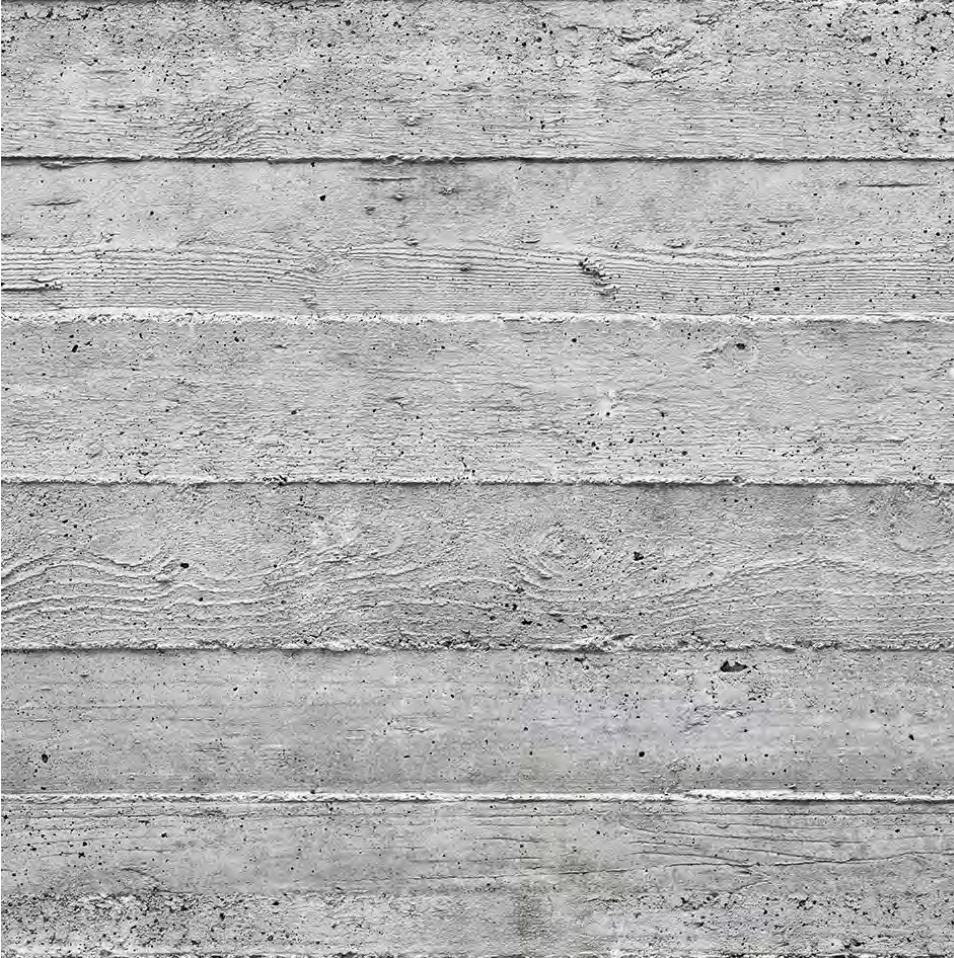
MANUFACTURER: JAMES HARDIE OR SIM.
PRODUCT: HARDIE SOFFIT - VENTED CEDARMILL MAGNOLIA HOME COLLECTION
COLOR: RUGGED PATH

CEMENTITIOUS VERTICAL BOARD & BATTEN SIDING COLOR 2



MANUFACTURER: JAMES HARDIE OR SIM.
PRODUCT: HARDIE PANEL - SELECT CEDARMILL STATEMENT COLLECTION
COLOR: AGED PEWTER

BOARD FORMED CONCRETE



ASPHALT SHINGLE ROOF



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

CEMENTITIOUS VERTICAL BOARD & BATTEN SIDING COLOR 1



MANUFACTURER: JAMES HARDIE OR SIM.
PRODUCT: HARDIE PANEL - SELECT CEDARMILL STATEMENT COLLECTION
COLOR: ARCTIC WHITE

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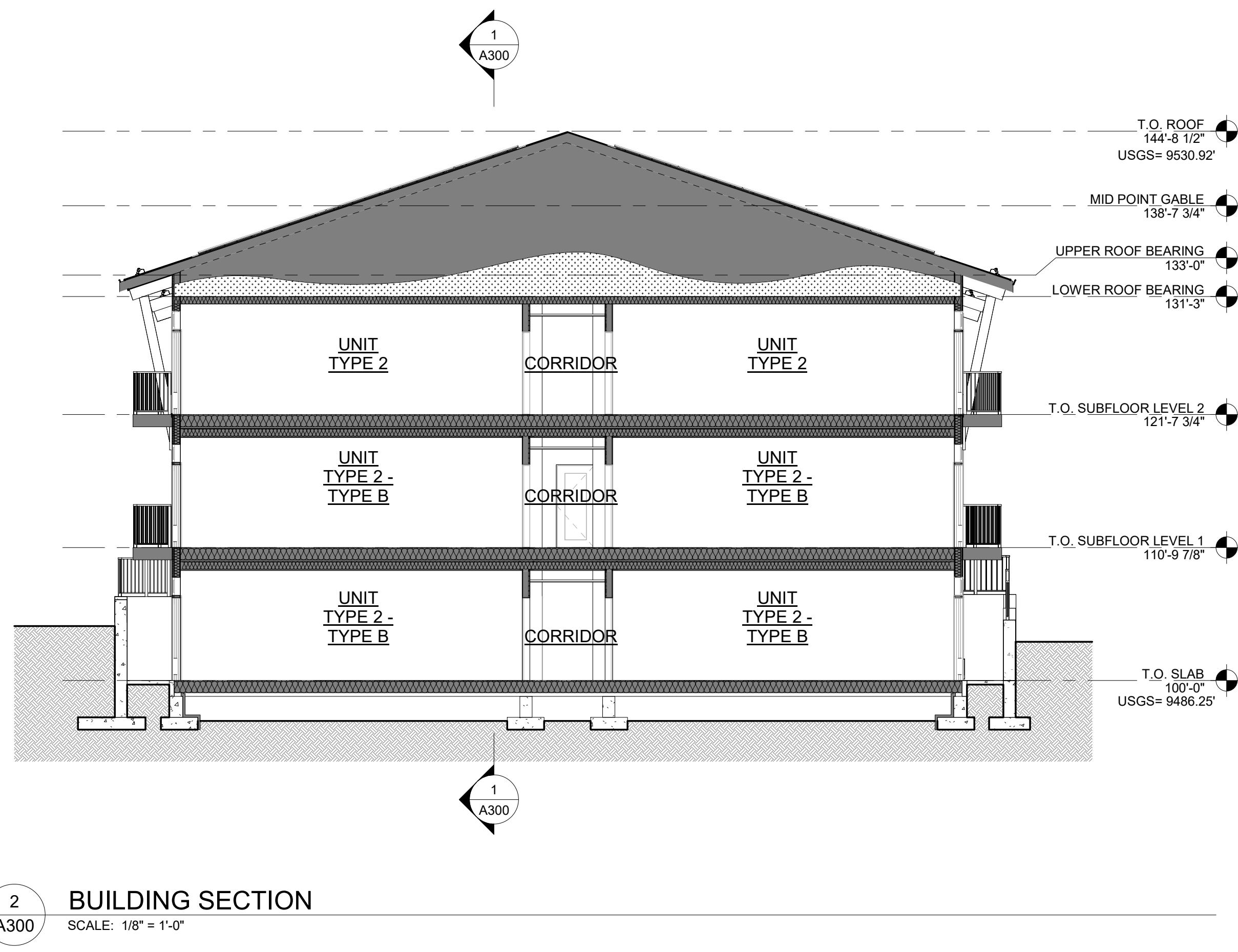
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MATERIAL BOARD

SHEET NUMBER:

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SHEET TITLE:
BUILDING SECTIONS
SHEET NUMBER:

A300

Page 111 of 299



NORTH FACING VIEW



WEST FACING VIEW



SOUTH FACING VIEW



EAST FACING VIEW

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SHEET TITLE:

SITE PHOTOS

SHEET NUMBER:

A800



NORTH FACING VIEW



WEST FACING VIEW



SOUTH FACING VIEW



EAST FACING VIEW

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SHEET TITLE:

SITE PANORAMIC
RENDERINGS

SHEET NUMBER:

A801

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1

PHOTOMETRIC SITE PLAN

1" = 20'-0"



Calculation Summary					
Label	CalcType	Units	Avg	Max	Min
Ground Plane	Illuminance	fc	0.02	4.0	0.0
Property Line - East	Illuminance	fc	0.04	0.1	0.0
Property Line - South	Illuminance	fc	0.07	0.1	0.0
Property Line - West	Illuminance	fc	0.13	0.2	0.0
Property Line - North	Illuminance	fc	0.01	0.1	0.0



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0123

REF. SCALE IN INCHES

PROJECT #24004144.03

GENERAL NOTES (PHOTOMETRIC PLAN):

- ALL OUTDOOR LIGHTING SHALL COMPLY WITH BRECKENRIDGE TOWN CODE, SECTION 9-12 AND IECC 2024.
- ALL OUTDOOR LIGHTING SHALL BE 3000K COLOR TEMPERATURE.
- POLE MOUNTED LIGHTING IN VEHICULAR AREA IS 15' OAH TO TOP OF POLE.
- POLE MOUNTED LIGHTING LIMITED TO ONE FIXTURE/LUMINAIRE.



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PHOTOMETRIC SITE PLAN

SHEET NUMBER:

EP100

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Cylinder Outdoor Wall Light 1-Light | Metal Cylinder Shade

9234BK

SPECIFICATIONS

Certifications/Qualifications

ADA Compliant

No

Prop65

No

Dark Sky Compliant

Yes

Location Rating

Wet

Location Rating

kichler.com/warranty

Dimensions

Height

7"

Width

4.75"

Height From Center Of Wall Opening (Spec Sheet)

3.5"

Extension

7"

Weight

0.95 LBS

Canopy Height

5"

Canopy Width

4.75"

Canopy Depth

1"

Electrical

Input Voltage

120 V

Light Source

Bulb

Not Included

Lamp Included

Of Bulbs/LED Modules

1

Wattage (LED)

8W

Lamp Type

BR30

Socket Type

E26 (Medium)

Dimmable

Yes

CCT

3000K

Mounting/Installation

Interior/Exterior

Exterior Product

Mounting Style

WALL MOUNT

Mounting Weight

0.95 LBS

Modular

No

Lead Wire Length

6

FIXTURE ATTRIBUTES

Housing/Glass

Aluminum

Primary Material

Yes

Shade Included

Yes

Shade Description

Metal Cylinder Shade

Product/Ordering Information

Sku

9234BK

Finish

Black

UPC

783927536783

Finishes

Architectural Bronze

Black

Brushed Aluminum

White

IMEG

ARCHITECTURAL LIGHTING

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L1 Residential Balcony Sconce

7in

7in

4.75in

LUMINAIRE INTENDED FOR DOWNLIGHT OPTICS ONLY

ALSO IN THIS FAMILY

11250AZT30

11250BKT30

11251AZT30

11251BKT30

11308BKTLED

11310BKTLED

WDGE1 LED

Architectural Wall Sconce

IMEG

ARCHITECTURAL LIGHTING

S1 Building Entry Sconce

Specifications

Depth (D1):

5.5"

Depth (D2):

1.5"

Height:

8"

Width:

9"

Weight:

(without options)

9 lbs

W

D2

H

D1

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit [www.aquitybrands.com/designselect](#).
See ordering tree for details

WDGE LED Family Overview

Luminaire	Optics	Standard Efficacy, lm/W	E14 Efficacy, lm/W	E26 Efficacy, lm/W	Approximate Lumens (4000K, 80CRI)						
					IC	IT	IC	IT	IS	IS	
WDGE1 LED	Visual Comfort	40W	---	---	750	1,200	2,000	---	---	---	---
WDGE1 LED	Visual Comfort	10W	18W	Standalone / rd light	---	1,200	2,000	3,000	4,500	6,000	---
WDGE1 LED	Precision Refractive	10W	18W	Standalone / rd light	700	1,200	2,000	3,200	4,200	---	---
WDGE1 LED	Precision Refractive	15W	18W	Standalone / rd light	6,000	7,500	8,500	10,000	12,000	---	---
WDGE1 LED	Precision Refractive	---	---	Standalone / rd light	---	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WDGE1 LED P2 40K 80CRI VF MVOLT SRM PE DDBXD

Series	Package	Color Temperature	CRI	Description	Voltage	Availability
WDGE1 LED	P0	27K	2700K	80CRI	VF	Shipped included SRM Surface mounting bracket ICW Indirect Canopy/Ceiling Washer bracket (dry/damp locations only) Shipped separately AWS 3/8" x 3/8" threaded wall spacer* PBBW Surface-mounted back box (top, left, right conduit entry) Use when there is no junction box available.*
	P1	35K	3500K	90CRI	VW	
	P2	40K	4000K	90CRI	---	
	P3	50K	5000K	90CRI	---	
	P4	50K	5000K	90CRI	---	

Finish

E4WH

Emergency battery backup, Certified in CA Title 20 MABBS (4W, 0°C, max)

PE

PhotoCell, Ramon Type

DS

Dual switching (cove with 2 drivers and 2 light engines; see page 3 for details)

DMG

0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)

BCE

Bottom conduit entry for back box (PBBW), total of 4 entry points

DSLE

Dual Switching (1 Driver, 2 Light Engines)

CCE

Coastal Construction*

Finish

DDBXD

Dark bronze

DBLBD

Black

DNALD

Natural aluminum

DNWHD

White

DSSXD

Sandstone

Finish

DDBXD

Textured dark bronze

DBLBD

Textured black

DNALD

Textured natural aluminum

DNWHD

Textured white

DSSXD

Textured sandstone

Accessories

(Optional and priced separately)

WDGEAWS DDBXD WDGE1 Architectural Wall Space (specify finish)

WDGE1PBBW DDBXD WDGE1 surface-mounted back box (specify finish)

NOTES

1. 50K not available in 90CRI.

2. 347V not available with E4WH, DS, DSLE or PE.

3. Not qualified for D.C. Not available with E4WH.

4. For PBBW and AWS with CCE option, require an RFA.

5. E4WH not available with PE or DS.

6. PE not available with DS.

7. DS is not available with PD.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Package Type	Wattage (W)	Wattage (VA)	27K (2700K, 2700K)										35K (3500K, 3500K)										40K (4000K, 4000K)										50K (5000K, 5000K)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
			U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	A	B	C	D	E

Drawing: Autodesk Docs // 2022063.20 Entrada Workforce Housing/E24_24004 144.03_BGV Gondola Lot
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ALA Series

Area Light

VALRIYA
PREMIUM COMMERCIAL LED LIGHTING

0.6 SKU List

SKU	DESCRIPTION	WATTS	COLOR	LENS	CCT	LUMENS	CRI	INPUT	SAFETY	QUICK
TYPE	TYPE			TYPE				VOLTAGE	RATING	SHIP
VA-ALA-40-LVD3-30-XX	40W Area Light	40W	Dark Bronze	Type III	3000K	5,100	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-40-LVD4-30-XX	40W Area Light	40W	Dark Bronze	Type IV	3000K	5,060	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-40-LVD5-30-XX	40W Area Light	40W	Dark Bronze	Type V	3000K	5,300	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-40-LVD3-40-XX	40W Area Light	40W	Dark Bronze	Type III	4000K	5,400	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-40-LVD4-40-XX	40W Area Light	40W	Dark Bronze	Type IV	4000K	5,360	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-40-LVD5-40-XX	40W Area Light	40W	Dark Bronze	Type V	4000K	5,600	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-40-LVD3-50-XX	40W Area Light	40W	Dark Bronze	Type III	5000K	5,500	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-40-LVD4-50-XX	40W Area Light	40W	Dark Bronze	Type IV	5000K	5,480	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-40-LVD5-50-XX	40W Area Light	40W	Dark Bronze	Type V	5000K	5,720	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-70-LVD3-30-XX	70W Area Light	70W	Dark Bronze	Type III	3000K	9,300	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-70-LVD4-30-XX	70W Area Light	70W	Dark Bronze	Type IV	3000K	9,150	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-70-LVD5-30-XX	70W Area Light	70W	Dark Bronze	Type V	3000K	9,430	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-70-LVD3-40-XX	70W Area Light	70W	Dark Bronze	Type III	4000K	9,500	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-70-LVD4-40-XX	70W Area Light	70W	Dark Bronze	Type IV	4000K	9,310	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-70-LVD5-40-XX	70W Area Light	70W	Dark Bronze	Type V	4000K	9,730	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-70-LVD3-50-XX	70W Area Light	70W	Dark Bronze	Type III	5000K	9,800	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-70-LVD4-50-XX	70W Area Light	70W	Dark Bronze	Type IV	5000K	9,450	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-70-LVD5-50-XX	70W Area Light	70W	Dark Bronze	Type V	5000K	9,800	70+	1-10V 120-277VAC	UL, Wet Rated	All No No
VA-ALA-100-LVD3-30-XX	100W Area Light	100W	Dark Bronze	Type III	3000K	13,200	70+	1-10V 120-277VAC	UL, Wet Rated	All No Yes
VA-ALA-100-LVD4-30-XX	100W Area Light	100W	Dark Bronze	Type IV	3000K	13,100	70+	1-10V 120-277VAC	UL, Wet Rated	All No Yes
VA-ALA-100-LVD5-30-XX	100W Area Light	100W	Dark Bronze	Type V	3000K	13,400	70+	1-10V 120-277VAC	UL, Wet Rated	All No Yes
VA-ALA-100-LVD3-40-XX	100W Area Light	100W	Dark Bronze	Type III	4000K	13,500	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-100-LVD4-40-XX	100W Area Light	100W	Dark Bronze	Type IV	4000K	13,200	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-100-LVD5-40-XX	100W Area Light	100W	Dark Bronze	Type V	4000K	13,800	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-100-LVD3-50-XX	100W Area Light	100W	Dark Bronze	Type III	5000K	13,800	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-100-LVD4-50-XX	100W Area Light	100W	Dark Bronze	Type IV	5000K	13,300	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-100-LVD5-50-XX	100W Area Light	100W	Dark Bronze	Type V	5000K	13,900	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-150-LVD3-30-XX	150W Area Light	150W	Dark Bronze	Type III	3000K	20,000	70+	1-10V 120-277VAC	UL, Wet Rated	All No Yes
VA-ALA-150-LVD4-30-XX	150W Area Light	150W	Dark Bronze	Type IV	3000K	19,800	70+	1-10V 120-277VAC	UL, Wet Rated	All No Yes
VA-ALA-150-LVD5-30-XX	150W Area Light	150W	Dark Bronze	Type V	3000K	20,300	70+	1-10V 120-277VAC	UL, Wet Rated	All No Yes
VA-ALA-150-LVD3-40-XX	150W Area Light	150W	Dark Bronze	Type III	4000K	20,500	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-150-LVD4-40-XX	150W Area Light	150W	Dark Bronze	Type IV	4000K	19,800	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-150-LVD5-40-XX	150W Area Light	150W	Dark Bronze	Type V	4000K	20,500	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-150-LVD3-50-XX	150W Area Light	150W	Dark Bronze	Type III	5000K	21,300	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-150-LVD4-50-XX	150W Area Light	150W	Dark Bronze	Type IV	5000K	20,000	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-150-LVD5-50-XX	150W Area Light	150W	Dark Bronze	Type V	5000K	20,800	70+	1-10V 120-277VAC	UL, Wet Rated	All Yes Yes
VA-ALA-200-LVD3-30-XX	200W Area Light	200W	Dark Bronze	Type III	3000K	25,000	70+	1-10V 120-277VAC	UL, Wet Rated	All No Yes
VA-ALA-200-LVD4-30-XX	200W Area Light	200W	Dark Bronze	Type IV	3000K	24,800	70+	1-10V 120-277VAC	UL, Wet Rated	All No Yes
VA-ALA-200-LVD5-30-XX	200W Area Light	200W	Dark Bronze	Type V	3000K	25,200	70+	1-10V 120-277VAC	UL, Wet Rated	All No Yes

* White and Black color options are available through special order. MOQ will apply
* High Voltage (347-480VAC) option available through special order
* DLC listed products are v4.4 Premium

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4 / 5

ALA Series

Area Light

VALRIYA
PREMIUM COMMERCIAL LED LIGHTING

0.10 BUG Ratings

POWER	DISTRIBUTION	B	U	G
40W	Type 3	1	0	1
	Type 4	1	0	1
	Type 5	3	0	1
70W	Type 3	2	0	2
	Type 4	2	0	2
	Type 5	3	0	2
100W	Type 3	2	0	2
	Type 4	2	0	2
	Type 5	3	0	2
150W	Type 3	3	0	3
	Type 4	3	0	3
	Type 5	4	0	2
200W	Type 3	3	0	3
	Type 4	3	0	3
	Type 5	4	0	2
250W	Type 3	4	0	4
	Type 4	4	0	4
	Type 5	5	0	3
300W	Type 3	4	0	4
	Type 4	4	0	4
	Type 5	5	0	3

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7 / 8

VALRIYA
PREMIUM COMMERCIAL LED LIGHTING

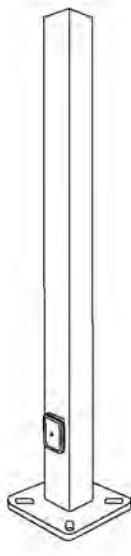
IMEG
ARCHITECTURAL LIGHTING
S2B Site Pole

ASP Series

Square Straight Steel Pole

Highlights

- Shaft fabricated from weldable grade hot rolled commercial quality carbon steel ASTM 500 Grade B tubing with minimum yield strength of 46,000 PSI
- Finish consists of thermoset polyester powder coat applied to a minimum of 3-5 mils. Oven baked at a temperature of 400°F to insure exceptional adherence and finish hardness
- Steel plate base is ASTM-A36 hot rolled steel, meets or exceeds minimum yield strength of 36,000 PSI
- Base cover fabricated from heavy gauge quality aluminum
- Galvanized anchor bolts conform to ASTM-A36, meets or exceeds a minimum yield strength 36,000 PSI
- 100% Made in USA and BAA compliant



Ordering Guide

Example: VA-ASP-411-15-10-342-BZ VA-ASP-XXX-XX-XX-XXX-XX-X

VALRIYA	FAMILY	SHAFT	GAUGE	HEIGHT	BASE*	ANCHOR*	FINISH	OPTIONS
VA	ASP	X	XX	XX	XX	XXX	XX	X
	Square Steel Pole	4 = 4" 5 = 5" 6 = 6"	11 = 1/8" 7 = 3/16"	10 = 10ft 12 = 12ft 14 = 14ft 15 = 15ft 16 = 16ft 18 = 18ft 20 = 20ft 22 = 22ft 25 = 25ft 28 = 28ft 30 = 30ft 35 = 35ft	10 = 9.75" 12 = 11.75" OB = Custom	342 = 3/4" x 24" 136 = 1" x 36"	BZ = Bronze BK = Black WH = White GN = Green GY = Gray SM = Silver C = Custom	BLANK GFI

* Poles up to 20ft use (B) base, Poles over 20ft must use (I2) base. * Poles up to 20ft use (342) anchors, Poles over 20ft must use (I36) anchors

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1 / 5

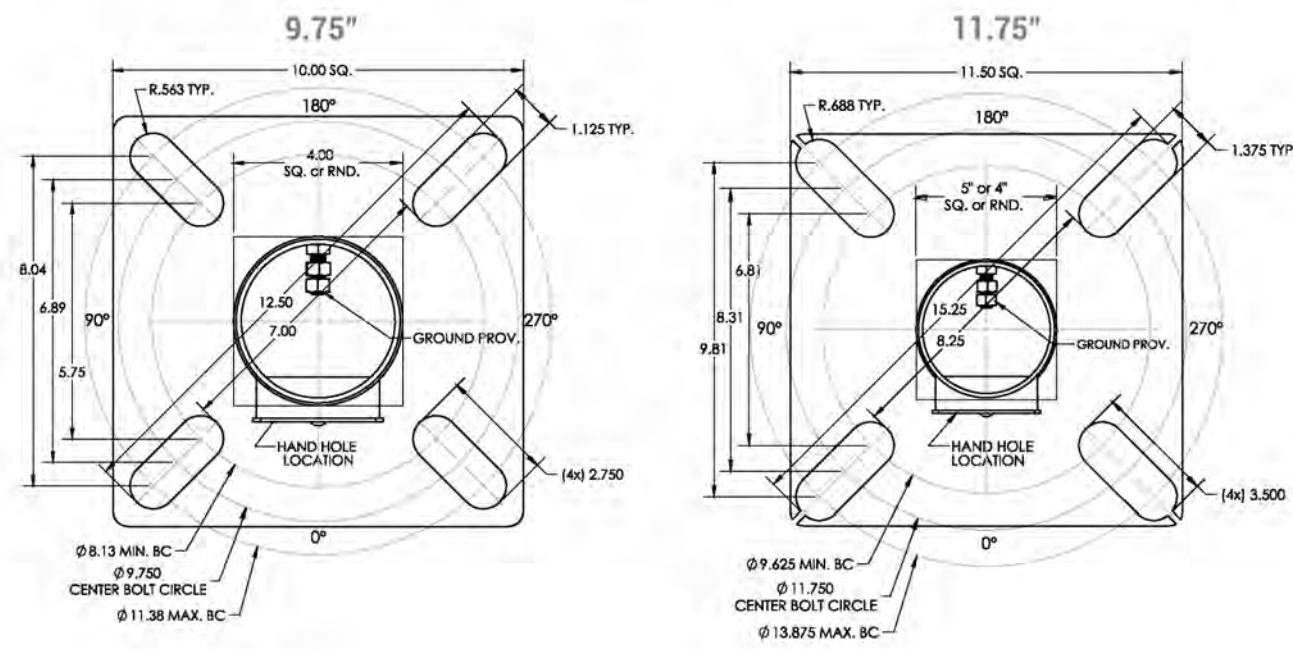
ASP Series

Square Straight Steel Pole

VALRIYA
PREMIUM COMMERCIAL LED LIGHTING

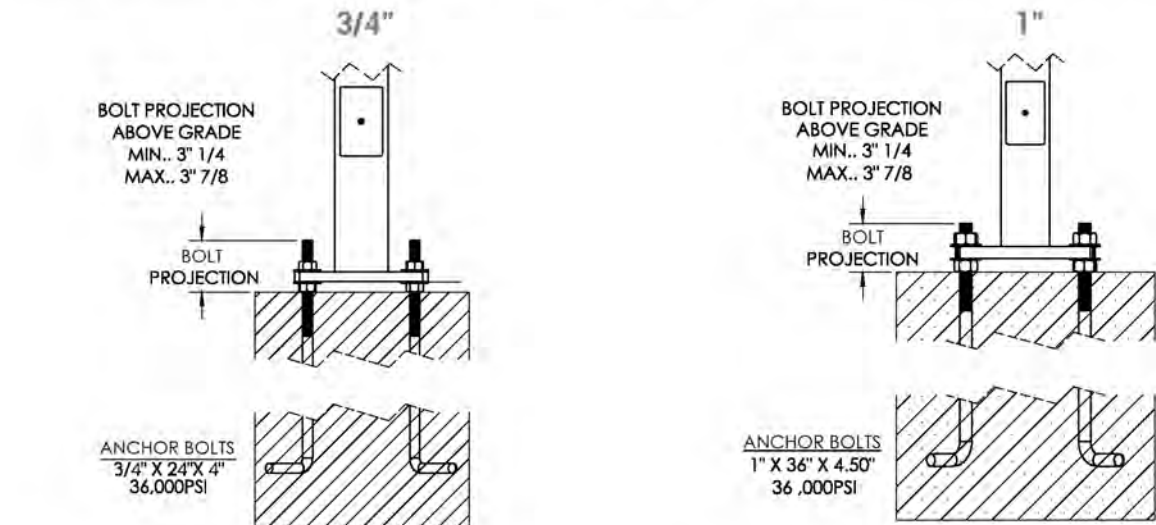
0.1 Base Plate

Base plate is ASTM-A36 hot rolled steel and meets or exceeds minimum yield strength of 36,000 PSI. Features slotted anchor bolt opening that enables a range of bolt circles.



0.2 Anchor Bolts

Available in 3/4" and 1" sizing. 100% galvanized anchor bolts, with double nuts and washers. Bolts conform to ASTM-A36 and meets or exceeds a minimum yield strength 36,000 PSI.



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2 / 5

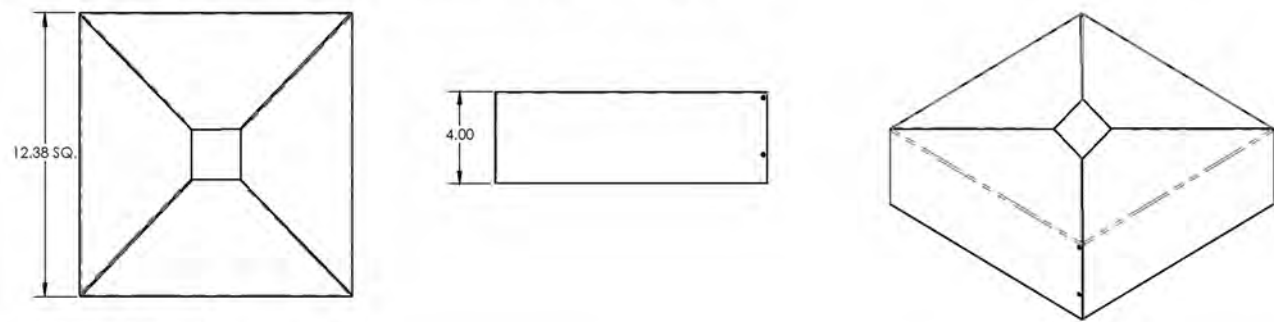
ASP Series

Square Straight Steel Pole

VALRIYA
PREMIUM COMMERCIAL LED LIGHTING

0.3 Base Cover

Fabricated from heavy gauge quality aluminum. Two-piece base cover completely conceals the entire base plate and anchorage. Powder coated to match color and finish of pole.



0.4 EPA Ratings

Pole Height	80 MPH	90 MPH	100 MPH	110 MPH	120 MPH	130 MPH	140 MPH	O.D.	Pole Gauge	Base Plate	Bolt Circle	Anchor Bolts
10'	30.1	23.5	18.4	11.0	10.3	7.6	6.1	4"	11	10"sq x 3/4"	9"	3/4" x 24"
12'	23.0	17.4	13.7	8.5	7.4	5.7	4.4	4"	11	10"sq x 3/4"	9"	3/4" x 24"
14'	18.6	13.9	10.6	6.6	5.7	4.3	3.1	4"	11	10"sq x 3/4"	9"	3/4" x 24"
16'	15.0	10.9	10.1	4.8	3.9	3.1	1.9	4"	11	10"sq x 3/4"	9"	3/4" x 24"
18'	11.7	8.4	6.0	3.4	2.8	1.9	—	4"	11	10"sq x 3/4"	9"	3/4" x 24"
20'	9.3	6.4	4.3	2.4	1.7	1.3	—	4"	11	10"sq x 3/4"	9"	3/4" x 24"
22'	15.8	10.9	8.2	5.0	4.2	3.1	2.0	4"	7	10"sq x 3/4"	9"	3/4" x 24"
24'	17.1	12.3	8.9	5.0	4.1	3.0	1.4	5"	11	12"sq x 1"	11 1/4"	1" x 36"
26'	27.4	22.1	16.7	13.2	8.3	6.0	3.9	5"	7	12"sq x 1"	11 1/4"	1" x 36"
22'	6.3	3.7	1.9	1.3	—	—	—	4"	11	12"sq x 1"	11 1/4"	1" x 36"
22'	11.8	8.0	5.4	3.5	2.3	2.0	—	4"	7	12"sq x 1"	11 1/4"	1" x 36"
22'	12.6	8.4	5.4	3.2	1.9	1.6	—	5"	11	12"sq x 1"	11 1/4"	1" x 36"
22'	21.4	15.4	11.1	6.9	5.0	4.3	2.3	5"	7	12"sq x 1"	11 1/4"	1" x 36"
25'	5.0	2.9	1.3	—	—	—	—	4"	11	12"sq x 1"	11 1/4"	1" x 36"
25'	10.9	7.4	5.2	2.1	1.3	1.0	—	4"	7	12"sq x 1"	11 1/4"	1" x 36"
25'	10.2	6.6	4.0	1.6	—	—	—	5"	11	12"sq x 1"	11 1/4"	1" x 36"
25'	18.8	13.0	9.5	4.8	3.7	2.7	—	5"	7	12"sq x 1"	11 1/4"	1" x 36"
28'	5.6	3.1	1.4	1.1	—	—	—	4"	7	12"sq x 1"	11 1/4"	1" x 36"
28'	5.5	3.0	1.3	—	—	—	—	5"	11	12"sq x 1"	11 1/4"	1" x 36"
28'	12.0	7.6	4.4	2.8	1.3	1.1	—	5"	7	12"sq x 1"	11 1/4"	1" x 36"
28'	20.9	14.1	9.4	5.7	3.6	3.1	—	6"	7	12"sq x 1"	11 1/4"	1" x 36"
30'	5.0	2.2	—	—	—	—	—	5"	11	12"sq x 1"	11 1/4"	1" x 36"
30'	11.4	6.8	4.0	1.7	—	—	—	5"	7	12"sq x 1"	11 1/4"	1" x 36"
30'	18.9	12.8	8.4	4.3	3.0	1.9	—	6"	7	12"sq x 1"	11 1/4"	1" x 36"
35'	6.7	2.8	1.8	—	—	—	—	5"	7	12"sq x 1"	11 1/4"	1" x 36"
35'	12.1	7.0	3.8	—	—	—	—	6"	7	12"sq x 1"	11 1/4"	1" x 36"

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3 / 3

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ENTRADA WORKFORCE HOUSING / PARCEL 7
TRACT A2, ENTRADA AT BRECKENRIDGE
11030 HIGHWAY 9 BRECKENRIDGE, CO
FINAL CLASS A SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

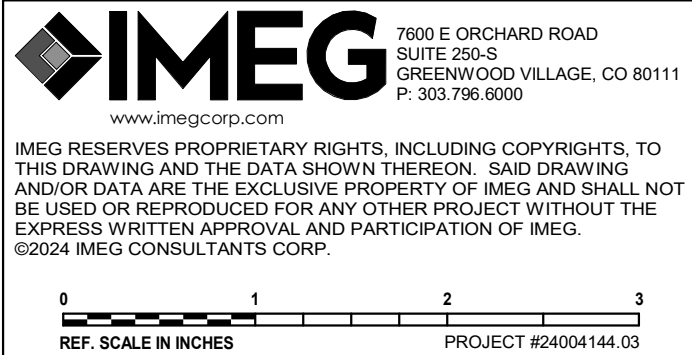
DRAWN BY: KML
CHECKED BY: AEH
PROJECT NO: 2022063.21
ISSUE DATE: 11/20/24
REVISIONS:

SHEET TITLE:

LIGHTING
CUTSHEETS

SHEET NUMBER:

EP401





1332130

Taryn Power - Summit County Recorder

EXHIBIT B

APPROVAL OF THIS AGREEMENT CREATES A VESTED PROPERTY RIGHT
PURSUANT TO C.R.S. § 24-68-103, AS AMENDED
TRACT A2, ENTRADA AT BRECKENRIDGE

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of this 12th day of June, 2024 (the “**Approval Date**”), by and between TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”), and BGV PARTNERS ENTRADA LLC, a Colorado limited liability company (“**BGV Entrada**”). The Town and BGV Entrada are collectively referred to herein as the “**Parties**” and each individually referred to herein as a “**Party**”.

RECITALS

A. BGV Entrada owns all of that certain real property located in unincorporated Summit County, Colorado, legally described on Exhibit A attached hereto (the “**Property**”).

B. The Town Council of the Town of Breckenridge (the “**Council**”) is the governing body of the Town, with the legal authority to approve annexations of property into the Town and to impose terms and conditions upon such annexations, which terms and conditions are set forth in their entirety herein, pursuant to, *inter alia*, the Colorado Municipal Annexation Act, C.R.S. §§ 31-12-101, *et seq.* (the “**Annexation Act**”), and 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 VII of this Agreement.

C. BGV Entrada has executed and filed with the Town Clerk a Petition for Annexation of the Property into the Town (the “**Petition**”), which Petition was found by the Council to be in substantial compliance with the requirements of Section 107 of the Annexation Act, and the Property was found by the Council to be eligible for annexation under Section 104 of the Annexation Act.

D. Pursuant to Section 103 of the Vested Property Rights Act, its legislative authority, and Section 9-1-17-11K of the Breckenridge Town Code (the “**Town Code**”), and notwithstanding any provision to the contrary set forth in the Town Code, the 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.

E. The Town, GONDOLA PROPERTIES, LLC, a Colorado limited liability company, BGV Entrada, Vail Summit Resorts, Inc., a Colorado corporation, and LC Breckenridge Holdco, LLC, a Delaware limited liability company, entered into that certain Development Agreement dated May 23, 2024 (the “**Development Agreement**”), recorded on May 24, 2024, at Reception No. 1331127, in the real property records for Summit County, Colorado (the “**Records**”), which Development Agreement provides, *inter alia*, that if the Property is annexed to the Town, BGV Entrada or an affiliate may develop Employee Housing on the Property in order to satisfy Absolute Policy 24/ Social Community Employee Housing requirements for Lot 4, Peak 8 Subdivision Filing No. 1, and

the Town will authorize a transfer of “**Density**” as that term is used in Section 9-1-19-3A of the Town Code, to accommodate that Employee Housing.

F. BGV Entrada proposes to develop on the Property a building or buildings containing multi-family housing units (each, a “**Unit**”), which Units will be deed-restricted for use as “**Employee Housing**,” as that term is defined in the Town Code (the “**Project**”).

G. To facilitate development of the Project and to promote the provision of Employee Housing, the Town desires to waive the Class A Development Permit and building permit fees, and waive certain development regulations or negative points associated with review of a Class A Development Permit for the Project (the “**Development Permit**”) under the Town Code.

H. Without this Agreement, certain elements of the Project would deviate from applicable allowances or requirements in the Town Code or otherwise deviate from applicable Town Policies, Land Use Guidelines, Engineering Design Standards and Construction Specifications.

I. Contemporaneously with the ordinance to approve the annexation of the Property into the Town (the “**Annexation**”) and this Agreement, is a proposed ordinance placing Property into Land Use District 5 (the “**LUD 5**”, and the initial zoning of the Property into the LUD 5, the “**Zoning**”), the approval of the Development Permit with waivers as set forth in Section 6.3, and the development of the Project will provide material public benefits to the Town in the form of BGV Entrada’s commitments to provide Public Improvements (as that term is defined in Section 4.1 below) and Employee Housing beyond that required by the Town Code (as referenced in Section 4.3 below), in accordance with Section 9-9-4 of the Town Code.

J. As of the Approval Date, the Council has approved Ordinance No. 13 Series 2024, annexing the Property into the Town (the “**Annexation Ordinance**”) and has approved on first reading Ordinance No. 14 Series 2024, establishing the Zoning (the “**Zoning Ordinance**”).

K. BGV Entrada and the Town desire to set forth in this Agreement certain agreements relative to the Annexation, Zoning, and future use of the Property and the Project.

L. The Council has received a complete application and all required submittals for a development agreement, had a preliminary discussion of the application and this Agreement, determined that it should commence proceedings for the approval of this Agreement and, in accordance with the procedures set forth in Subsection 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 I GENERAL PROVISIONS

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

1.2 Nature of Agreement. As further provided in Article VII, 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 7.3 in accordance with Section 104(2) of the Vested Property Rights Act.

1.3 References to BGV Entrada. As of the Effective Date, BGV Entrada is the owner of the Property and the developer of the Project. Any successor(s) in interest to BGV Entrada, as owner of any or all portions of the Property, shall be deemed to have assumed all rights and obligations of BGV Entrada as set forth in this Agreement with respect to any portion(s) of the Property to which such successor(s) in interest have assumed ownership, and, as of the date of BGV Entrada's transfer of any or all portions of the Property to such successor(s), BGV Entrada will be deemed relieved of such rights and obligations unless expressly agreed to by BGV Entrada.

1.4 Relationship to Previous Agreements. Except as set forth in this Section 1.4 and the Development Agreement, this Agreement terminates and supersedes any previous agreements between the Parties or their predecessors-in-interest regarding the Property, including, without limitation, the Out of Town Water Service Agreement by and between the Town and Spring Creek Interest, LLC, a Colorado limited liability company ("**Spring Creek**"), dated July 11, 2017, and recorded in the Records on July 18, 2017, at Reception No. 1146441, and the Pre-Annexation Agreement by and between the Town and Spring Creek, dated February 8, 2021, and recorded in the Records on February 8, 2021, at Reception No. 1249314. Notwithstanding the foregoing, the Entrada at Breckenridge Planned Unit Development (PUD) Sign Program recorded in the Records on March 10, 2014, at Reception No. 1050117 (the "**Sign Program**") shall continue in full force and effect with regard to the existing Tenant Directory Sign on the southwest corner of the Property (the "**Sign**"), and following the Effective Date, the Town shall have the authority to enforce the Sign Program.

1.5 Approval Date and Effective Date. The rights and obligations of the Parties under this Agreement shall commence on the Approval Date, unless such rights and obligations commence on the Effective Date, as set forth in this Section 1.5. The rights and obligations of the Parties that commence on the Approval Date include, without limitation, those set forth in Section 2.1 regarding Conditions Precedent (as defined therein) and those set forth in Section 6.1 regarding Development Permit acceptance. The "**Effective Date**" shall be the date upon which the latest of (a) the Annexation, (b) the Zoning, and (c) this Agreement becomes final and non-appealable in any form of Legal Challenge (as defined below in Section 2.1). Upon the Effective Date, the term for the Vested Property Rights, as set forth in Section 7.3, and BGV Entrada's obligations under Article IV shall commence.

ARTICLE II ANNEXATION

2.1 Conditions Precedent. The Annexation will not be legally effective unless and until the conditions precedent set forth in this Section 2.1 have been satisfied or waived in writing by BGV Entrada, which satisfaction or waiver are absolute conditions precedent to the annexation of the Property becoming effective as a matter of law. The Town and BGV Entrada will cooperate in good faith to obtain final, non-appealable approval of the following, upon terms mutually agreeable to both Parties:

2.1.1 The Zoning Ordinance; and

2.1.2 This Agreement.

The foregoing are together referred to herein as the “**Conditions Precedent**.”

Pending the Town’s satisfaction or BGV Entrada’s waiver of the Conditions Precedent, BGV Entrada reserves the right to withdraw the Annexation Petition, and cause the Annexation to be of no force or effect, at any time prior to recordation of the instruments described in Section 113(2)(a)(II)(A) of the Annexation Act, if: (a) a Legal Challenge (as defined below) occurs; or (b) the Town fails to perform any of its obligations under this Agreement between the Approval Date and the Effective Date. Accordingly, unless and until each of the Conditions Precedent have been satisfied or waived by BGV Entrada and any Legal Challenge has been resolved in a manner satisfactory to BGV Entrada, neither BGV Entrada nor the Town will record or cause to be recorded the instruments described in Section 113(2)(a)(II)(A) of the Annexation Act, or any of the instruments described in Sections 2.1.1 and 2.1.2 (or any memorandum thereof), it being the Parties’ intent that the Annexation will not be legally effective unless and until such recording of the instruments described in Section 113(2)(a)(II)(A) of the Annexation Act occurs, and that the Parties will cause such recordings to occur promptly after satisfaction or BGV Entrada’s waiver of the Conditions Precedent and/or a satisfactory resolution of all Legal Challenges. As used in this Agreement, “**Legal Challenge**” means either: (y) any third party commences any judicial proceeding or other action that directly or indirectly challenges this Agreement, the Annexation, the Zoning, or any of the Town’s resolutions or ordinances approving the Annexation, this Agreement, or the Zoning; or (z) any third party submits a petition for a referendum or initiative seeking to reverse or nullify any of such ordinances.

2.2 Effective Date of Annexation. The Annexation as described in the Annexation Petition shall be effective upon the Effective Date.

ARTICLE III UTILITIES AND INFRASTRUCTURE

3.1 Extensions of Utility Service and Infrastructure. BGV Entrada shall cause to be constructed, prior to the issuance of certificates of occupancy for any structures which will receive such service, all extensions of existing utility service lines, facilities, and appurtenances within the Property necessary to provide utility service to the Property. BGV Entrada shall dedicate or otherwise convey from or over the Property to the applicable utility provider such easements and rights-of-way for the installation, operation, maintenance, repair and replacement of such utility service lines, facilities and

appurtenances as are reasonably necessary in order for the utility provider to provide utility service to the Property. Nothing in this Agreement shall be construed as requiring BGV Entrada to obtain fee ownership, easements, rights-of-way, or licenses over any real property other than the Property.

3.2 Town Provision of Services. The Town shall provide municipal services, including but not limited to water and emergency services, to the Property to the same extent as those services are provided by the Town throughout the remainder of the Town.

ARTICLE IV COMMITMENTS (PUBLIC BENEFITS)

4.1 Public Improvements. The Parties acknowledge and agree that the Project will also provide substantial public benefits to the Town due to BGV Entrada's provision of off-site improvements (the "**Public Improvements**"). Subject to applicable governmental approval, including but not limited to such entities as the Colorado Department of Transportation, Summit County Government, and the Town, prior to the issuance of any certificate of occupancy for the Project, BGV Entrada shall:

4.1.1 Improve the current crossings at the intersection of State Highway 9 and County Road 450 (the "**Intersection**") by constructing two directional Americans with Disabilities Act-compliant curb ramps to meet current standards, enlarging the pedestrian refuge area to accommodate both pedestrians and bicyclists, installing thermoplastic crosswalk striping, and depending upon the final design of the subject improvements, if necessary, modifying the location of the accessible pedestrian signal and push buttons as needed to meet current standards and guidance;

4.1.2 Extend the sidewalk located along County Road 450, adjacent to the Property, eliminating the existing ninety-degree turn and straightening out the path near the intersection;

4.1.3 Extend the sidewalk located along State Highway 9 from County Road 450 to the northwest corner of the Property to allow access to the transit stop;

4.1.4 Install, as soon as is practicable following approval by the Colorado Department of Transportation, a "Turning Vehicles Yield to Pedestrians" sign on the traffic signal mast arm for the westbound right-turn movement at the Intersection;

4.1.5 Install pedestrian lighting meeting Town Standards along State Highway 9 and County Road 450 adjacent to the Property;

4.1.6 Install and connect to the Town's preferred fiber provider, Town Fiber 9600 from County Road 450 to the Project; and

4.1.7 Pursuant to a drainage report, repair, replace, or improve drainage facilities and drainage infrastructure on the Property or the portions of right-of-way that abut the Property.

4.2 If BGV Entrada is unable to complete the intersection improvements prior to the issuance of any certificate of occupancy for the Project, BGV Entrada shall post a completion bond in an amount sufficient to guarantee the completion of the intersection improvements.

4.3 Employee Housing; Public Benefits. The Parties acknowledge and agree that depending upon the final design of the Project, additional Employee Housing may be delivered beyond that required to meet Absolute Policy 24/Social Community of the Town Code which will provide a public benefit to the Town. Any additional housing shall not be eligible to satisfy employee housing requirements for future developments.

ARTICLE V DENSITY TRANSFER

5.1 Available Density. The Parties acknowledge and agree that Land Use District 5, as applied to the Property, makes available 14.2 “SFEs” of “**Density**,” as those terms are respectively defined in in Section 9-1-5 and 9-19-3A of the Town Code, to the Property.

5.2 Density Transfer. For convenience, and without altering the rights and obligations set forth in the Development Agreement, the Parties desire to restate in this Agreement certain of the Development Agreement’s provisions with respect to the transfer of Density to the Property as follows: To provide for the Project, the Town authorizes the transfer of up to fifteen (15) SFEs from the Breckenridge Grand Vacations Gondola Lot Master Plan (PL-2021-0052) (the “**Gondola Lot Master Plan**”) to the Property, subject to the execution of a Density Transfer Covenant, pursuant to Section 9-1-17-12 of the Town Code. The Parties acknowledge and agree that transfer of up to fifteen (15) SFEs from the Gondola Lot Master Plan to Property shall in addition to the 14.2 SFEs identified in Section 5.1, result in a total of up to 29.2 SFEs on the Property.

ARTICLE VI FUTURE APPROVALS

6.1 Permits and Approvals. Actual development of the Property shall require the issuance of such other and further permits and approvals by the Town as may be required from time to time by applicable Town ordinances, including the issuance of the Development Permit pursuant to Section 9-1-18-1 of the Town Code. Notwithstanding anything to the contrary in Section 9-1-15-1E of the Town Code, the Town shall accept the Development Permit application prior to the Effective Date. BGV Entrada expressly acknowledges and agrees that it shall not receive final approval of the Development Permit unless and until the Town approves the Annexation Ordinance and Zoning Ordinance. BGV Entrada expressly acknowledges and agrees that any informal review of the Development Permit Application conducted by the Town prior to the Town’s approval of the Annexation Ordinance and Zoning Ordinance is at BGV Entrada’s own risk.

6.2 Development Permit. BGV Entrada may seek a Development Permit for the Project upon the following terms:

6.2.1 The Project may include approximately forty (40) one-bedroom Employee Housing Units.

6.2.2 Restrictive Covenant. BGV Entrada shall, prior to the issuance of the certificate of occupancy for the Project, and in accordance with Section 9-1-19-24A.H of the Town Code and the Town’s Administrative Housing Rules and Regulations, provide an executed covenant (the “**Covenant**”) upon the following terms:

6.2.2.1 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;

6.2.2.2 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;

6.2.2.3 Rent: Rent shall include electric, gas, water, sewer, trash, snow removal costs, and property insurance (collectively, “**Rent**”). Subject to Section 6.2.2.5., the average Rent (across all Units in the Project) will be set at a level affordable to households earning 100% of the Area Median Income for Summit County (“**AMI**”), as determined by the U.S. Department of Housing and Urban Development. The Parties acknowledge and agree that this equates to an average Rent of \$2,078.75 per Unit per month as of the Effective Date;

6.2.2.4 Annual Rent Increase: Beginning from the Effective Date, average Rent will escalate at 2.0% annually until construction is completed and the Project receives a final certificate of occupancy, at which point average Rent will escalate at a maximum of 3.0% annually for the next three (3) years; and

6.2.2.5 Baseline Rent Resets: Beginning three (3) years from the issuance of a final certificate of occupancy for the Project, and every three (3) years thereafter, average baseline Rent will reset using the average of the prior three (3) years’ AMI. Following establishment of the new average baseline Rent, average Rent shall continue to increase at a maximum of 3.0% annually over the next three (3) year-period until a new average baseline Rent is established at the conclusion of such three (3)-year period as required under this Section 6.2.2.5.

6.2.3 Construction Standards. The design of all Units shall meet the definition of “Employee Housing” contained within Title 9 of the Town Code.

6.3 Development Permit. Upon and from the Applicant’s submission of a Development Application consistent with Section 6.2, the Town covenants and agrees that the Town shall:

6.3.1 Relative Policy 2/Land Use Guidelines (9-1-19-2R). Acknowledge and agree that the Employee Housing use on the Property complies with the allowed uses for LUD 5.

6.3.2 Relative Policy 3/Density (9-1-19-3R). Waive negative forty (40) points for the Project being over the allowed density by over 40.01% but less than 50%. The final size of the building must fall within this range in order for the waiver to become effective.

6.3.3 Absolute Policy 5/Architectural Compatibility/Solar Devices (9-1-19-5A.E(3)(a)). Acknowledge and agree that solar panels on the primary structure’s roof meets Absolute Policy 5 location ranking preference.

6.3.4 Relative Policy 5/Architectural Compatibility (9-1-19-5R). Acknowledge and agree that negative points shall not be awarded under 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.

6.3.5 Relative Policy 6/Building Height (9-1-19-6R). Waive negative fifteen (15) points for the building(s) being one (1) story over the LUD 5 Guideline's recommended height, but no more than one and one-half (1 ½) stories over the recommended height, in recognition of the Property's unique, sloping topography, provided that BGV Entrada makes reasonable efforts to design the Project such that the south end of the Project presents as a two-story structure, while the north end of the Project presents as a two-and-a-half or three-story structure.

6.3.6 Relative Policy 6/Building Height. Waive negative one (1) point for the length of any ridgeline exceeding fifty (50) feet due to the modular construction of the building, provided that no ridgeline exceeds sixty (60) feet.

6.3.7 Relative Policy 7/Site and Environmental Design/Site Buffering (9-1-19-7R.B). Waive negative points for the lack of northern (side) and eastern (rear) buffers in recognition of the site's layout and the provision of an emergency services access travel lane around the northern and eastern sides of the building(s), provided that a berm, shrubs, and/or fencing shall be provided along the northern Property line. If BGV Entrada elects to use fencing, the Town shall waive Absolute Policy 9-1-19-47A/Fences, Gates and Gateway Entrance Monuments to provide site buffering along the northern Property line, without a limitation on the length of the fence, provided that the fence is limited to six feet (6') in height, is constructed of natural materials, and is designed with a maximum solid to void ratio of one to three (1:3) solid material for every three inches of opening.

6.3.8 Absolute Policy 18/Parking (9-1-19-18A) and Off-Street Parking Regulations (9-3-8-13). Waive to allow one (1) parking space to be provided rather than the two (2) parking space minimum for any on-site management office area within the Project, consistent with Town precedent.

6.3.9 Engineering Design Standards and Construction Specifications. Waive to accommodate the two (2) existing access points to the Property (Sections 5.10.2.1 and 5.10.2.2), access widths (Section 5.10.6), and for the detention and subsurface infiltration facilities (Section 6.9 and Section 5 of the Fact Sheet on Subsurface Infiltration Facilities attached as Appendix D attached to Chapter 6 regarding drywell locations), provided Section 6.10 regarding permanent water quality and treatment facilities will be met instead and an Operations and Maintenance Plan in accordance with Section 6.95 shall be prepared and submitted to the Town for review and approval prior to issuance of any building permits.

6.3.10 Absolute Policies 16/Internal Circulation, 17/External Circulation, and 26/Infrastructure and Off-Street Parking Regulations (Section 9-3-9.A.). Waive the associated Absolute Policies and Off-Street Parking Regulations for the two (2) existing curb cuts and driveway width Engineering waivers.

6.3.11 Absolute policies 27/Drainage and 31/Water Quality and Off-Street Parking Regulations (Sections 9-1-9.A. Compliance with Codes and 9-3-9.H. Drainage). Waive the Associated

Absolute Policies and Off-Street Parking Regulations for the detention and subsurface infiltration facilities Engineering waivers.

6.3.12 Relative Policy 21/Open Space (9-1-19-21R). Waive negative three (3) points, provided that a minimum of 20% of the Policy's 30% open space recommendation for residential uses is provided on-site.

6.3.13 Absolute Policy 24/Social Community/Employee Housing (9-1-19-24A.C.2). In recognition that the contemplated building(s) will contain only deed restricted Employee Housing, acknowledge and agree that BGV Entrada may provide 500 square feet of Employee Housing in satisfaction of this policy's Employee Housing mitigation requirements related to the employee generation of this Project.

6.4 Fees. The Town shall waive the zoning application fee, impact fees, and any fees associated with the Development Permit, infrastructure permit, and building permits.

6.5 Condominiums. Notwithstanding any future amendments to the Town Code, nothing in this Agreement shall preclude BGV Entrada from seeking and obtaining Town approval of a condominium map pursuant to C.R.S. §§ 38-33.3-101 *et seq.*, and converting any portion of the Project to for-sale multi-unit housing (each, a "Unit"). Prior to the sale of a Unit, such Unit will be subject to a Deed Restriction, which will require that any occupant be a person eighteen (18) years of age or older who, during the entire period of their occupancy, earns their living by working for a business located in and serving in Summit County, Colorado, an average of at least thirty (30) hours per week, together with such person's spouse, partner, and/or minor children, if any, and the provisions of the above Deed Restriction, after the first sale of the Unit, shall grant to the Town a right of first refusal on any subsequent sale of the Unit and the sale price of a Unit shall be subject to a three percent (3%) annualized appreciation cap for each subsequent sale.

6.6 Signage. Except as set forth in Section 1.4, all signs on the Property shall be subject to signage requirements set forth in Chapter 9, Section 15 of the Town Code (the "**Sign Code**"). The Sign shall not be counted toward the total number of signs or maximum sign area allowed on the Property. Under the Sign Code and the Sign Program, a change to the copy, text, or message of the Sign, shall not require Town approval, unless such change necessitates a change in the structure of the Sign. For avoidance of doubt, any alteration to or total replacement of the Sign that is allowable under the Sign Program shall be governed by the Sign Program and not the Sign Code.

ARTICLE VII VESTED PROPERTY RIGHTS

7.1 Establishment of Vested Property Rights. This Agreement shall constitute a Site Specific Development Plan. All of BGV Entrada's rights, and the Town's obligations, under this Agreement shall be Vested Property Rights. BGV Entrada shall have a Vested Property Right to undertake and complete development and use of the Property 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 Property or any portion thereof. The rights and obligations under this Agreement shall vest in BGV Entrada and its successors and assigns, 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.

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

7.2.1 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, BGV Entrada may choose whether the Town Code or the terms of this Agreement will apply to the Development Application.

7.2.2 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, BGV Entrada may choose whether the Town Code or the terms of this Agreement will apply to the affected Property, or the Project.

7.2.3 Uniformity of Requirements. The right to continue and complete development of the Property 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 in Sections 7.2.1 and 7.2.2 above.

7.3 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, and consistent with the terms of the Development Agreement, the Town has concluded and hereby agrees that the Vested Property Rights, including those identified in Section 7.2 of this Agreement, shall continue and have a duration until **November 8, 2032** (the "**Term**").

7.4 Expiration of Term. After expiration of the Term, the Property shall continue to be subject otherwise to the charter, ordinances, and rules and regulations of the Town, and the Vested Property Rights established by this Agreement shall be deemed terminated and of no further force or effect; provided, however, that such termination shall not affect any common-law vested property rights obtained prior to such termination, or any right, whether characterized as vested or otherwise, arising from this Agreement, a plat, a public improvements agreement, or from Town permits, approvals or other entitlements for the Property which were granted or approved subsequent to or in conjunction with the approval of this Agreement. The termination of the Vested Property Rights shall not affect

any equitable right or entitlement, including without limitation, common law vested property rights, which BGV Entrada may have to complete the development of the Project.

7.5 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 Property and the Project. BGV Entrada does not waive its rights to oppose adoption of any such regulations.

ARTICLE VIII DEFAULT AND REMEDIES

8.1 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 Property 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 Property; or (b) upon the discovery of natural or manmade hazards on, or in the immediate vicinity of, the Property, 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 Property 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 BGV Entrada of the benefits of the Vested Property Rights, would constitute a breach or default under the Vested Property Rights Act and would entitle BGV Entrada to the specific and limited remedies set forth herein.

8.1.1 No Responsibility or Remedy. The Town shall not be responsible for and BGV Entrada shall have no remedy against the Town if development of the Property is prevented or delayed for reasons beyond the control of the Town.

8.1.2 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.

8.2 Obligation to Provide Notice and Opportunity to Cure. 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 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 8.2.

8.3 Remedies.

8.3.1 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) BGV Entrada will be entitled to the contingent remedy described in Section 8.3.3; and (ii) if BGV Entrada is 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 8.3.2, and, additionally, to enforce the forfeiture of the Vested Property Rights.

8.3.2 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, BGV Entrada hereby knowingly, intentionally, voluntarily and irrevocably waive, for itself and for its successors and assigns, any remedial right it 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 BGV Entrada and/or its 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 8.1.

8.3.3 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 8 will not be enforced against the Town Council and the Town as written, BGV Entrada 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 IX RESPONSIBILITIES OF THE TOWN

9.1 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.

9.2 Infrastructure Permit. The Town shall, upon BGV Entrada's request at any point following the approval of the Development Permit, issue to BGV Entrada at least one infrastructure permit for the Property that will allow for infrastructure and site work related to the Project and/or the Public Improvements, 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.

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

9.4 Right-of-Way Acquisition. The Town will, under the terms set forth in this Agreement and as permitted by law, use its best efforts to secure required right-of-way construction and maintenance easements from governmental or private entities in order to allow BGV Entrada to fulfill its obligations under this Agreement and to proceed with development of its Project.

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

9.6 Maintenance. Except as otherwise provided in this Agreement, the Town will assume maintenance responsibilities for the Public Improvements and any right-of-way assumed by the Town in accordance with the procedures set forth in the Town Code, as it may be amended from time to time, and the Town's regulations for dedication and acceptance of the Public Improvements, as it may be amended from time to time. Any drainage facility located on the Property shall be maintained by BGV Entrada.

ARTICLE X MANDATORY PROVISIONS

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

10.1 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.

10.2 Successors and Assigns; Binding Effect.

10.2.1 Where used herein, the term "BGV Entrada" shall also mean any of the transferees, successors, successors-in-title or assigns of BGV Entrada, and all such parties shall have the right to enforce and be enforced under the terms of this Agreement as if they were the original Parties hereto. Any party bound by obligations of BGV Entrada 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.

10.2.2 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10.3 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 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 10.3.

10.4 The Town shall not be responsible for and BGV Entrada 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.

10.5 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.

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

10.7 BGV Entrada 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 BGV Entrada, any subcontractor of BGV Entrada, or any officer, employee, representative, or agent of BGV Entrada or of any subcontractor of BGV Entrada, or which arise out of any workers' compensation claim of any employee of BGV Entrada, or of any employee of any subcontractor of BGV Entrada; 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. BGV Entrada 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 BGV Entrada. BGV Entrada also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

10.8 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.

10.9 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 (public benefits) offered to the Town by BGV Entrada pursuant to Section 9-9-4, or any other obligation or requirement of BGV Entrada under this Agreement.

ARTICLE XI MISCELLANEOUS

11.1 Amendments. This Agreement may be amended or terminated only with the prior written consent and approval of each of the Parties hereto following public notice and public hearings as required for Annexation and Development Agreements. This Agreement may be amended by the Town with the mutual consent of any subsequent owner of any portion of the Property without the consent of other subsequent owners of other portions of the Property so long as such amendment affects only the amending owner's portion of the Property. Any such amendment shall be recorded in the Records and shall be a covenant running with the land and shall be binding upon all persons or entities now or hereafter having an interest in the Property subject to the amendment unless otherwise specified in the amendment.

11.2 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 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

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.

11.3 Entire Agreement. Except for the Development Agreement, this Agreement constitutes the entire and final understanding between the Parties with respect to the subject matter hereof. Except for the Development Agreement, 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.

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

11.5 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.

11.6 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, (except as set forth in Sections 7.2.1 and 7.2.2). 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.

11.7 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 Council by the Vested Property Rights Act. If and to the extent the Vested Property Rights Act subjects the Council's establishment of the Vested Property Rights pursuant to this Agreement to referendum, and any referendum succeeds in overturning the 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 (which will, subject to Section 10.8, remain in effect and binding on the Parties), the Annexation, and the Zoning.

11.8 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 Legal Challenge or other third-party legal action, initiative, or referendum challenging the approval(s) of any Development Application contemplated in this Agreement.

11.9 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.

11.10 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.

11.11 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.

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

11.13 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.

[Signatures on Following Pages]

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

TOWN OF BRECKENRIDGE

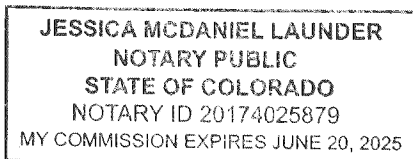
By: 
Shannon Haynes, Manager

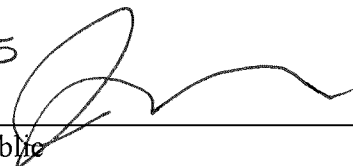
STATE OF Colorado)
) ss:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 12 day of June, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

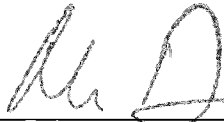
Witness my hand and official seal.

My commission expires: June 20, 2025




Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

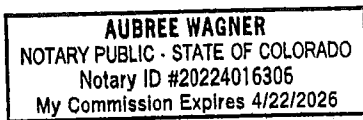
By: 
Michael A. Dudick, Member

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



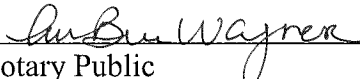
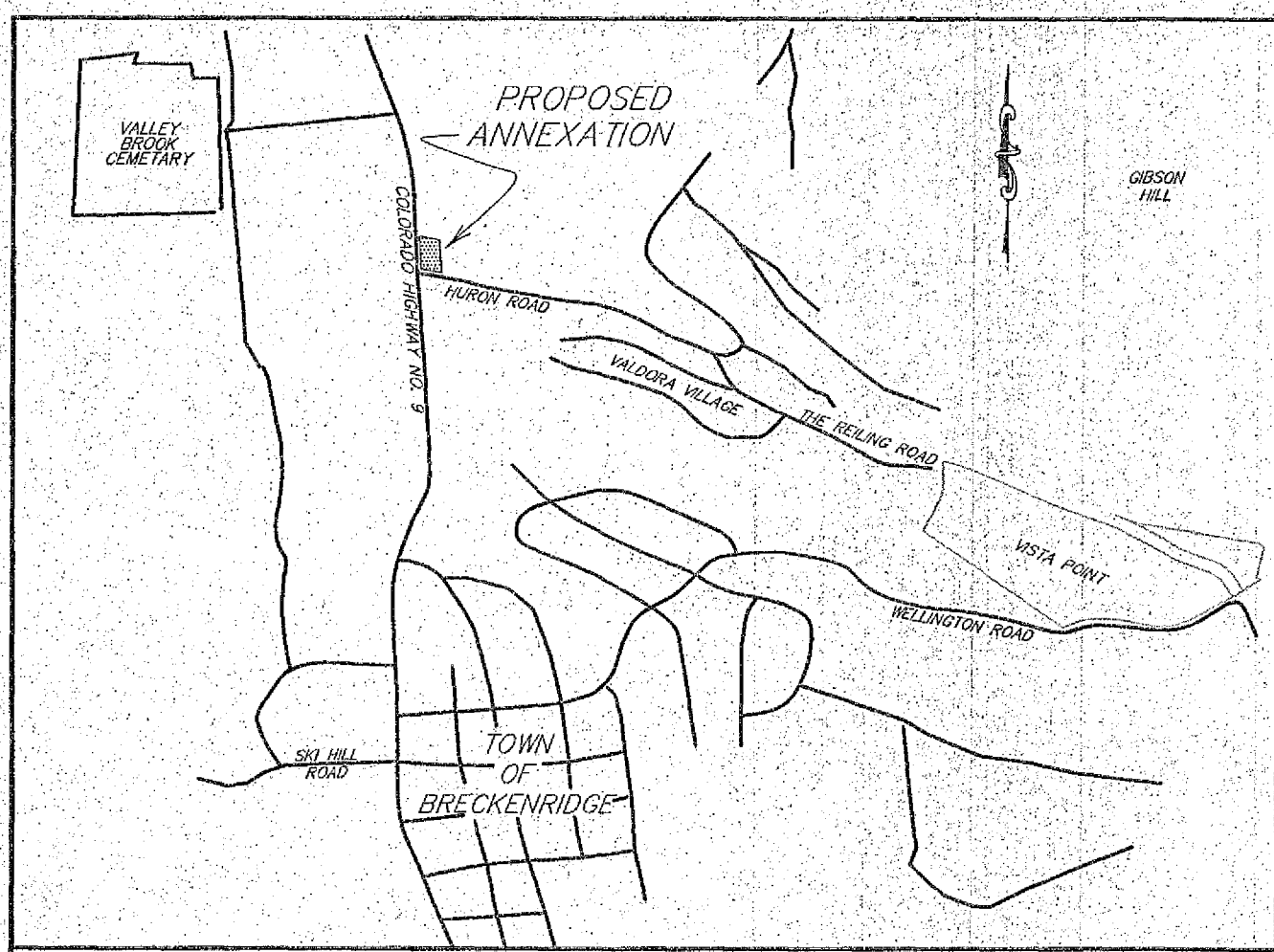

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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.



VICINITY MAP

AN ANNEXATION MAP TO THE TOWN OF BRECKENRIDGE
TRACT A2, ENTRADA AT BRECKENRIDGE
SUMMIT COUNTY, COLORADO

"Exhibit A"

LEGEND

- EXISTING TOWN BOUNDARY
- ANNEXATION BOUNDARY
- FOUND REBAR & STEEL CAP (ILLEGIBLE)
- FOUND REBAR & PLASTIC CAP (PLS 9939)
- FOUND REBAR & PLASTIC CAP (PLS 27924)
- FOUND REBAR & PLASTIC CAP (ILLEGIBLE)
- FOUND #4 REBAR
- FOUND REBAR & PLASTIC CAP (PLS 23901)

TOTAL AREA TO BE ANNEXED=1.718 ACRES
PERIPHERY OF AREA TO BE ANNEXED=1,129.45'
1/6 OF TOTAL PERIPHERY=188.24'
CONTIGUOUS BOUNDARY OF ANNEXATION PARCEL=786.09'

PROPERTY DESCRIPTION:

TRACT A2, ENTRADA AT BRECKENRIDGE, A REPLAT OF TRACTS A1, B1 & C,
ENTRADA AT BRECKENRIDGE, SUMMIT COUNTY, COLORADO
ACCORDING TO THE PLAT RECORDED UNDER RECEPTION NO. 1146781
CONTAINING A TOTAL OF 61,655 SQUARE FEET OR 1.415 ACRES.

TRACT D, ENTRADA AT BRECKENRIDGE, A REPLAT OF TRACTS A1, B1 & C,
ENTRADA AT BRECKENRIDGE, SUMMIT COUNTY, COLORADO
ACCORDING TO THE PLAT RECORDED UNDER RECEPTION NO. 1146781
CONTAINING A TOTAL OF 255 SQUARE FEET OR 0.006 ACRE.

A PORTION OF TRACT C, ENTRADA AT BRECKENRIDGE, A REPLAT OF TRACTS A1, B1 & C,
ENTRADA AT BRECKENRIDGE, SUMMIT COUNTY, COLORADO
ACCORDING TO THE PLAT RECORDED UNDER RECEPTION NO. 1146781,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST PROPERTY CORNER OF TRACT A2, ENTRADA AT
BRECKENRIDGE, THENCE S21°49'20"W A DISTANCE OF 14.17 FEET; THENCE N77°04'50"W A
DISTANCE OF 211.57 FEET; THENCE 58°54'14"E ALONG THE ARC OF A CURVE TO THE
RIGHT HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 103°32'57" AND A CHORD
WHICH BEARS N51°08'42"E 22.00 FEET DISTANT; THENCE S77°04'50"E A DISTANCE OF
149.62 FEET; THENCE 12.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 111°8'36", AND A CHORD WHICH BEARS
S71°25'32"E 12.22 FEET DISTANT; THENCE S65°46'14"E A DISTANCE OF 19.70 FEET; THENCE
9.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET, A
CENTRAL ANGLE OF 1°28'05" AND A CHORD WHICH BEARS S71°30'16"E 9.59 FEET DISTANT;
THENCE S77°04'50"E A DISTANCE OF 20.77 FEET TO THE POINT OF BEGINNING, CONTAINING
4,047 SQUARE FEET, OR 0.093 ACRE MORE OR LESS.

A PORTION OF HURON ROAD, CO. RD. NO. 450, SUMMIT COUNTY, COLORADO, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST PROPERTY CORNER OF TRACT A2, ENTRADA AT
BRECKENRIDGE; THENCE S 21°49'20"W A DISTANCE OF 14.17 FEET TO THE POINT OF
BEGINNING; THENCE S 21°49'20"W A DISTANCE OF 43.73 FEET; THENCE N77°04'50"W A
DISTANCE OF 189.05 FEET; THENCE N18°50'53"W A DISTANCE OF 50.82 FEET; THENCE
N77°04'50"W A DISTANCE OF 211.57 FEET TO THE POINT OF BEGINNING, CONTAINING
8,891 SQUARE FEET OR 0.204 ACRE MORE OR LESS.

TOWN OF BRECKENRIDGE CERTIFICATE:

THIS MAP IS APPROVED THIS ____ DAY OF _____, 2022.

BY: _____
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

NOTICE:

PUBLIC NOTICE IS HEREBY GIVEN THAT THE TOWN OF BRECKENRIDGE
HEREBY ACCEPTS ALL OF THE OFFERS OF DEDICATION MADE BY THIS MAP.
HOWEVER, SUCH ACCEPTANCE DOES NOT CONSTITUTE AN ACCEPTANCE OF
THE ROADS AND RIGHT OF WAY REFLECTED HEREON FOR MAINTENANCE BY
THE TOWN.

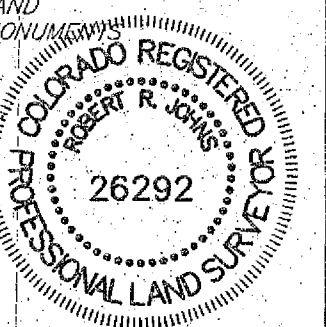
UNTIL SUCH ROADS AND RIGHT OF WAY MEET TOWN ROAD SPECIFICATIONS
AND ARE SPECIFICALLY ACCEPTED BY THE TOWN, THE MAINTENANCE,
CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING
SAID ROADS AND RIGHT OF WAY ARE THE SOLE RESPONSIBILITY OF THE
OWNERS OF THE LAND EMBRACED WITHIN THIS MAP.

SURVEYOR'S CERTIFICATE:

I, ROBERT R. JOHNS, A COLORADO REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY
THAT THIS MAP WAS PREPARED BY ME AND UNDER
MY SUPERVISION, AND THAT BOTH THIS MAP AND THE SURVEY ARE TRUE AND
ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE MONUMENTS
WERE PLACED PURSUANT TO CRS 38-51-105.

DATED THIS 24th DAY OF August, A.D. 2022.

Robert R. Johns
ROBERT R. JOHNS, P.L.S. NO. 26292



CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF SUMMIT)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT ____ O'CLOCK,
____ M., THIS ____ DAY OF _____, 20____, AND FILED UNDER RECEPTION
NUMBER ____.

SUMMIT COUNTY CLERK AND RECORDER

Drawn RHL/JRK	Dwg ANNEXPLAT_A2	Project 17324
Checked RHL	Date 08/24/2022	Sheet 1 of 1
RANGEWEST ENGINEERS & SURVEYORS INC. P.O. Box 589 Silverthorne, CO 80498 970-468-6261		

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	25.30'	14.00'	103°32'57"	N51°08'42"E	22.00'
C2	12.24'	62.00'	111°8'36"	S71°25'32"E	12.22'
C3	2.61'	48.00'	112°8'05"	S71°30'16"E	9.59'
C4	32.43'	25.00'	74°20'00"	S39°54'50"E	30.21'
C5	68.58'	59.01'	66°35'30"	S53°19'59"W	64.79'
C6	41.14'	70.00'	33°40'24"	N60°14'38"W	40.65'
C7	51.14'	114.03'	25°41'38"	S59°53'02"E	50.71'
C8	71.37'	55.00'	74°20'53"	N39°55'17"W	66.47'

NOTE: 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.



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

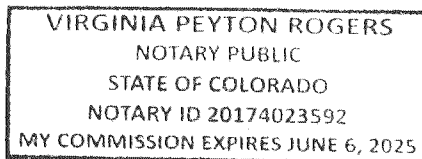
By:


Shannon Haynes, Manager

STATE OF Colorado

COUNTY OF Summit

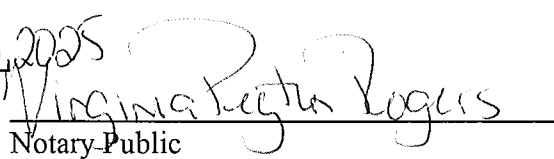
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) SS:
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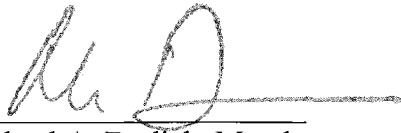
The foregoing instrument was acknowledged before me this 23rd day of May, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: June 6, 2025


Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

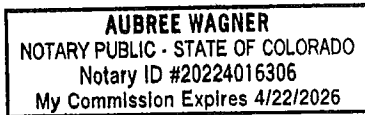
By: 
Michael A. Dudick, Member

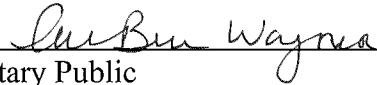
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

GONDOLA PROPERTIES, LLC,
a Colorado limited liability company

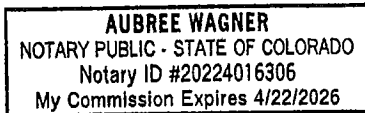
By: 
Michael A. Dudick, Member

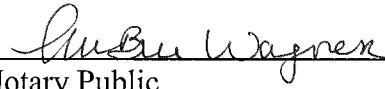
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

LC BRECKENRIDGE HOLDCO, LLC
a Colorado limited liability company

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

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

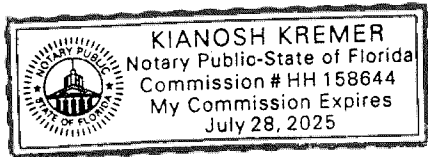
The foregoing instrument was acknowledged before me this 22 day of May, 2024, by Jordan Suppan as Authorized Signatory of the LC BRECKENRIDGE HOLDCO, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: July 28, 2025

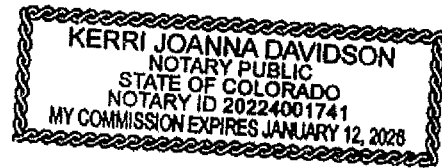
[Signature]

Notary Public



VAIL SUMMIT RESORTS, INC.
a Colorado corporation

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



STATE OF CO)
COUNTY OF Denver) ss:

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

Witness my hand and official seal.

My commission expires: 1/12/26

[Signature]
Notary Public

Signature Page to Development Agreement

Exhibit 1
[Parcel 1 Legal Description]

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

Exhibit 2
[Parcel 2 Legal Description]

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

Exhibit 3
[Parcel 3 Legal Description]

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

Exhibit 4
[Parcel 4 Legal Description]

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

Exhibit 5
[Parcel 5 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

Exhibit 6
[Parcel 6 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

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

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

Exhibit 7
[Parcel 7 Legal Description]

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

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
_____, Town Manager

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[INSERT]

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

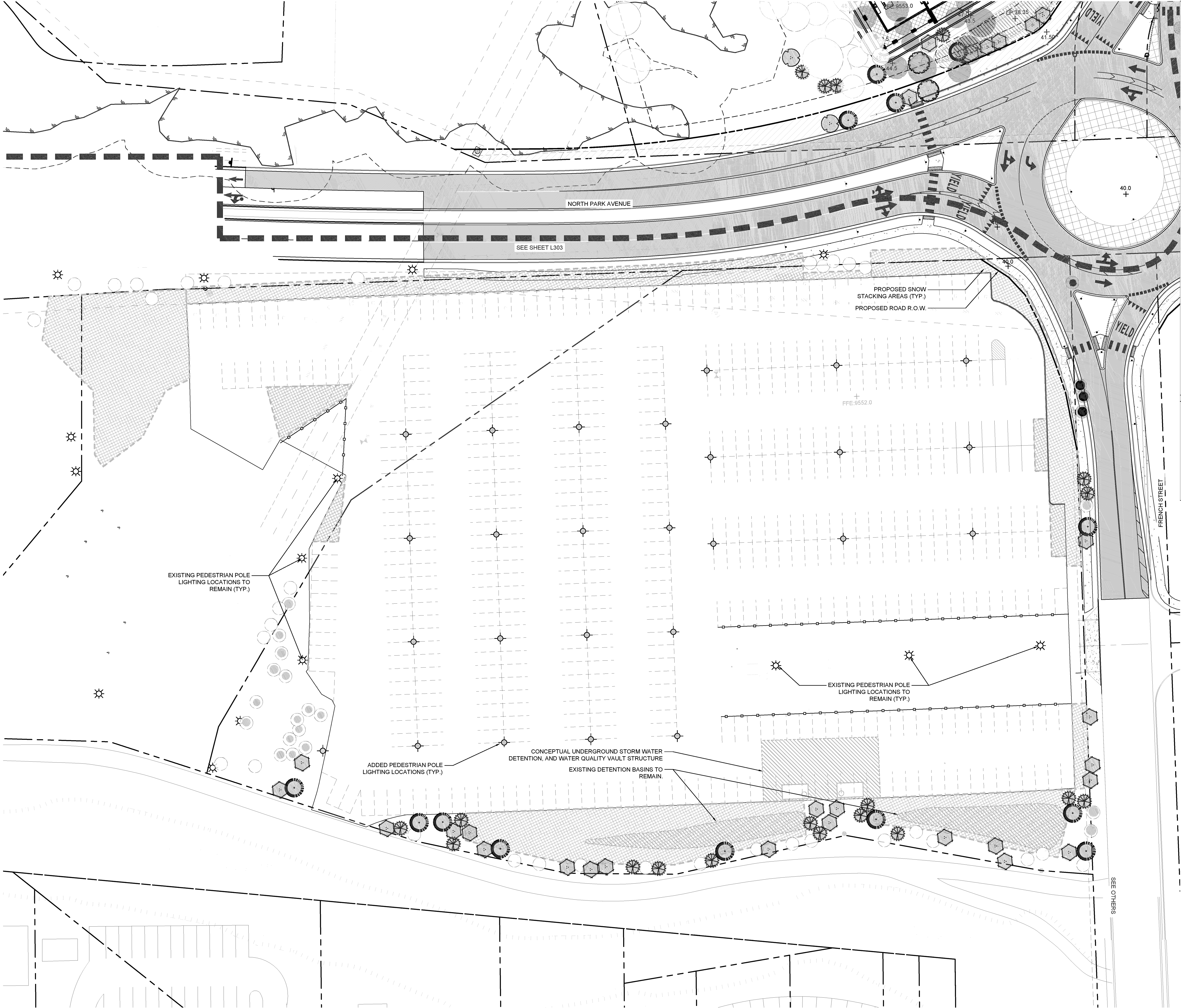
Legal Description of the Sending Parcel

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

Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]

Drawing: UA2019024 Breckenridge Gondola Lot Dev05 CAD 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

SYMBOL

TYPE

NARROW LEAF COTTONWOOD

QUAKING ASPEN

RIVER BIRCH

COLORADO SPRUCE

DOUGLAS FIR

TREE REMOVAL AND REPLACEMENT LEGEND

SYMBOL

CATEGORY

EXISTING TREE TO BE PRESERVED

EXISTING TREE TO BE REMOVED

TREE REPLACEMENT/ADDED

TOTAL PRESERVED

TOTAL REMOVED

TOTAL REPLACE/ADD

NOTES

ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED. TREE LOCATIONS AND QUANTITY ASSUMPTIONS ARE BASED ON DETAILED AERIAL PHOTOGRAPHIC ANALYSIS AND PROVIDED HISTORIC SURVEY INFORMATION. ACTUAL TREE LOCATIONS AND QUANTITIES, ARE TO BE VERIFIED IN FUTURE DEVELOPMENT AND DESIGN UTILIZING A CERTIFIED TREE SURVEY PROVIDED BY A PROFESSIONAL SURVEYING ENTITY.

dtj

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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 192 of 299

Exhibit 10
[Parcel 2 Concept Plan]

LANDSCAPE LEGEND	
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION
TREE LEGEND	
SYMBOL	TYPE
	NARROW LEAF COTTONWOOD
	QUAKING ASPEN
	RIVER BIRCH
	COLORADO SPRUCE
	DOUGLAS FIR
TREE REMOVAL AND REPLACEMENT LEGEND	
SYMBOL	CATEGORY
	EXISTING TREE TO BE PRESERVED
TOTAL PRESERVED	
	EXISTING BUFFER TREE TO BE REMOVED
	EXISTING INTERNAL SITE TREE TO BE REMOVED
TOTAL REMOVED	
	BUFFER TREE REPLACEMENT
	INTERNAL SITE TREE REPLACEMENT
TOTAL REPLACED	
NOTES	
ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED. TREE LOCATIONS AND QUANTITY ASSUMPTIONS ARE BASED ON DETAILED AERIAL PHOTOGRAPHIC ANALYSIS. ACTUAL TREE LOCATIONS AND QUANTITIES, ARE TO BE VERIFIED IN FUTURE DEVELOPMENT AND DESIGN UTILIZING A CERTIFIED TREE SURVEY PROVIDED BY A PROFESSIONAL SURVEYING ENTITY.	

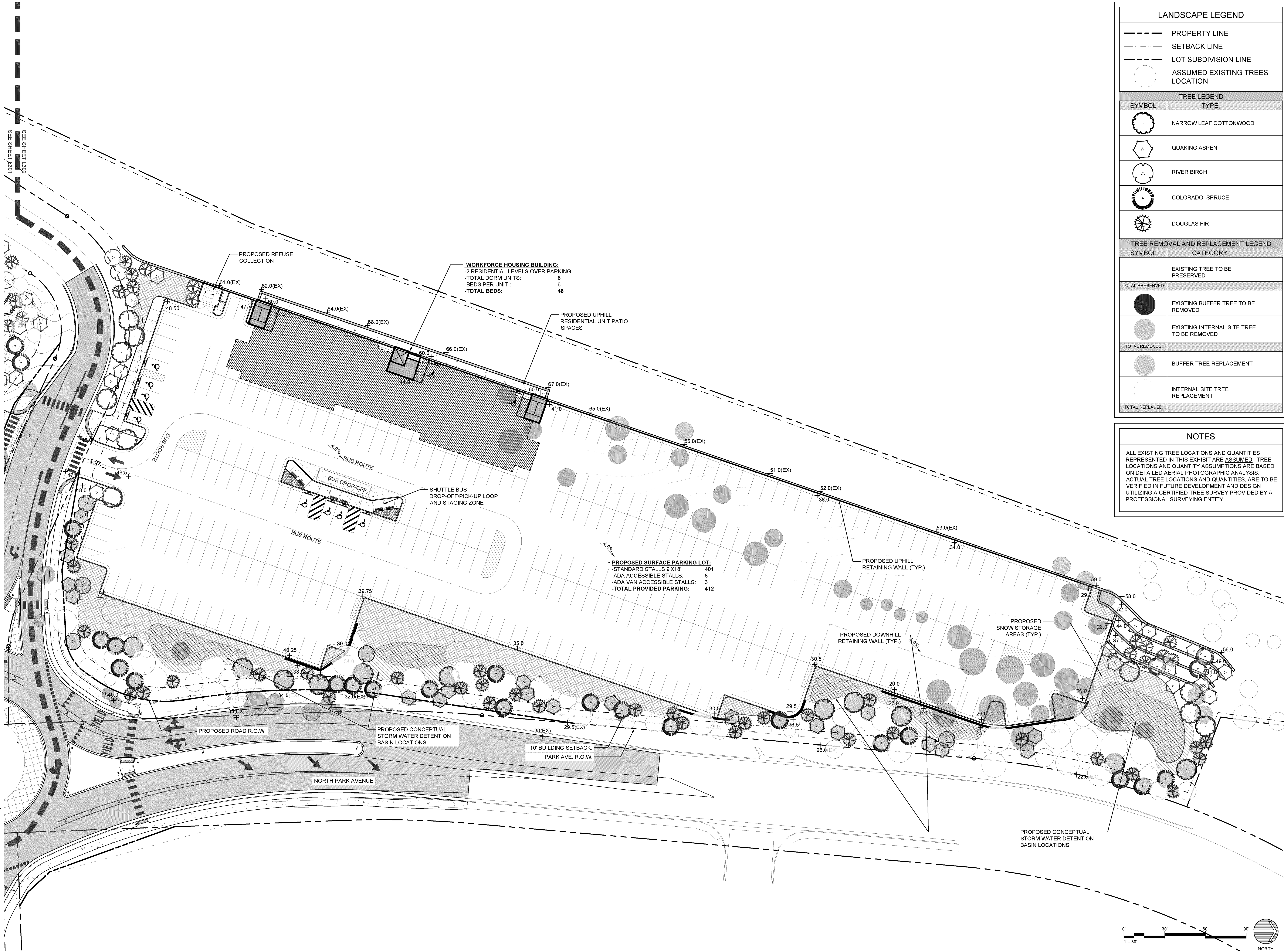


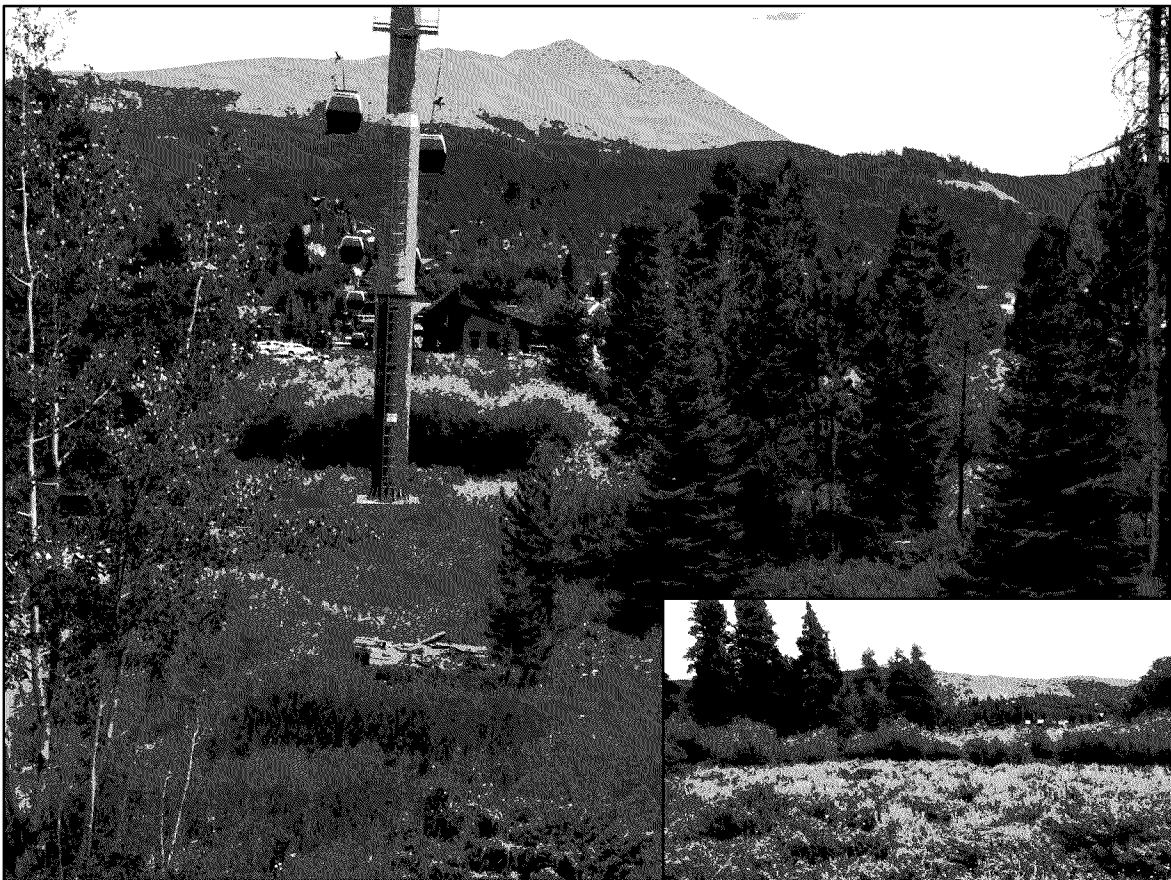
Exhibit 11
[Wetlands Report]

Alpine Ecological Resources, LLC

Gold Rush Lots Wetland Technical Report

Breckenridge, Colorado

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



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

Gold Rush Lots

Wetland Technical Report

Table of Contents

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

List of Figures

Figure 1—Site Location Map

Figure 2—Wetlands and Other Water Features

Gold Rush Lots

Wetland Technical Report

List of Tables

Table 1 – Permanent Wetland Impacts (p.10)

Appendices

Appendix A – Wetland Determination Data Forms

Appendix B – Site Photographs

Appendix C – Site Plan and Wetland Disturbance

Abbreviations and Acronyms

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

Gold Rush Lots

Wetland Technical Report

1.0 Introduction

1.1 Purpose of This Report

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

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

1.2 Project Description

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

Gold Rush Lots

Wetland Technical Report

2.0 Site Description

The 16.1-acre study area is in Summit County, in the Town of Breckenridge, Colorado (**Figure 1**) and is immediately west of Park Avenue under the Breck Connect Gondola. The site can be found on the United States Geological Survey 7.5-minutes series *Breckenridge, Colorado* quadrangle and includes land in both Township 6S, Range 77W, Section 31 and Township 6S, Range 78W, Section 36. The study area centroid has the following approximate coordinates (datum is WGS84):

- Universal Transversal Mercator: 409729E, 4371267N
- Latitude/Longitude: 39.486276°N, -106.049696°W

The study area is approximately 9,575 feet above mean sea level and is flanked by commercial development to the north and east, and residential development to the west and south. The northern portion of the site is mostly developed and consists of large parking lots. The southern portion is mostly comprised of natural habitats, including a mix of willow (*Salix* spp.)-dominated wetlands, associated riparian habitat, and some mixed conifer and Quaking Aspen (*Populus tremuloides*) wooded areas.

The site is in the Sedimentary Subalpine Forests Ecoregion, which is characterized by glaciated mountains with steep slopes and high-gradient perennial streams between 8,500 and 10,000 feet above mean sea level (Chapman, et al. 2006). Vegetation in the ecoregion is generally Engelmann's Spruce/Fir (*Picea engelmannii*/*Abies lasiocarpa*) forest interspersed with Quaking Aspen groves and meadows. Land uses include timber harvest, mining, hunting and other recreation, and some seasonal grazing.

The site is also in the Southern Rocky Mountain Forest and Range Land Resource Region (NRCS 2006). This Land Resource Region is characterized by rugged mountains with some broad valleys and remnants of high plateaus. Precipitation ranges from 7 to 63 inches per year, and the primary soil resource concerns are erosion by wind and water and maintaining the productivity of the soils. The majority of land in this region is federally owned.

The hydrologic unit code (HUC) is 14010002 (Blue).

Gold Rush Lots

Wetland Technical Report

3.0 Methods

3.1 Literature Review

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

3.2 Field Data Collection

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

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

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

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

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

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

Gold Rush Lots

Wetland Technical Report

3.3 Mapping

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

3.4 Wetland Classification

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

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

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

3.5 Wetland Functional Assessment

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

Gold Rush Lots

Wetland Technical Report

4.0 Wetlands

The 16.1-acre study area contains 5.7 acres of mostly PSS slope wetlands that include small pockets of PEM wetlands in the wettest areas. They are shown on **Figure 2** and briefly described in the following sections. *Wetland Determination Data Forms* are in **Appendix A** and photos are in **Appendix B**.

4.1 Vegetation

Most of the wetland area is dominated by willows (**Photo 1 in Appendix B**), with an understory comprised mostly of Bluejoint (*Calamagrostis canadensis*-FACW) and Tall Fringe Bluebells (*Mertensia ciliata*-FACW) in drier wetlands, and Northwest Territory Sedge (*Carex utriculata*-OBL) and Leafy Tussock Sedge (*Carex aquatilis*-OBL) in wetter areas. The most common willows present are Drummond's Willow (*Salix drummondiana*-FACW), Geyer's Willow (*S. geyeriana*-FACW), and Park Willow (*S. monticola*-OBL).

The vegetation along the wetland boundary is generally characterized by a subtle transition away from the hydrophytes mentioned above, to an increasing density of dead and/or dying willow with an understory of more mesic grasses and forbs like Fringed Brome (*Bromus ciliatus*-FAC), Common Yarrow (*Achillea millefolium*-FACU), Meadow Thistle (*Cirsium scariosum*-FAC), and Virginia Strawberry (*Fragaria virginiana*-FACU) (**Photos 2 and 3 in Appendix B**). These areas also often contain scattered mesic and upland trees and shrubs, including Quaking Aspen (FACU), Lodgepole Pine (*Pinus contorta*-FAC), Common Juniper (*Juniperus communis*-UPL), Golden-Hardhack (*Dasiphora fruticosa*-FAC), and Four-Line Honeysuckle (*Lonicera involucrata*-FAC).

4.2 Hydrology

The wetlands are mainly supported by seasonally high groundwater associated with snowmelt. The southwest and west portions of the wetlands are wettest and wetland hydrology in these areas are supplemented by perennial surface water inputs from the adjacent developed areas (see *Section 5.0 Other Water Features*). The remainder of the wetlands (especially the east and north sides) appear to be drier than they were historically, as evidenced by the extensive dead and dying willow, relatively low cover of herbaceous hydrophytes, and limited evidence of recent standing or flowing water. This drying seems to be a result of development up-gradient of the wetland (outside the study area) interrupting surface and/or groundwater flows, as well as the presence of a ditch at the north end that directs surface flows (and some groundwater) out of the wetland area, which then quickly infiltrates into the upland area to the north.

Much of the wetland area (especially the western half) was saturated to the surface during fieldwork and some areas had surface water present (up to 6 inches deep). The wetland hydrology indicators observed in the study area include Surface Water (A1), Saturation (A3), Drainage Patterns (B10), Geomorphic Position (D2), and FAC-Neutral Test (D5).

4.3 Soils

According to the *Web Soil Survey* (NRCS 2023a), the soil in the study area is Grenadier gravelly loam, 0 to 6 percent slopes. This soil is not considered hydric but it is known to have both cumulic cryaquolls and hystic cryaquolls as minor components (20%) in swales, both of

Gold Rush Lots

Wetland Technical Report

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

4.4 Wetland Functional Condition

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

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

Gold Rush Lots

Wetland Technical Report

5.0 Other Water Features

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

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

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

Gold Rush Lots

Wetland Technical Report

6.0 Proposed Impacts

The proposed project would result in the permanent loss of 0.10 acre of wetlands for the construction of the residential development and the widening of North Park Avenue (**Table 1**). The drawings in **Appendix C** show the overall site plan and the impacted wetlands.

Table 1: Permanent Wetland Impacts

Project Feature	Permanent Impacts (acres)	Notes
Residential Development	0.067	Includes grading for buildings and associated features; 0.198 acre of adjacent wetland setback area also permanently lost
North Park Avenue	0.033	Includes grading for road widening and associated features; wetland setback impacts temporary
Total	0.100	-

The wetlands impacted for residential development are those associated with the historically excavated ditch at the north end and are the lowest quality wetlands in the study area. The wetlands impacted for the widening of North Park Avenue are on the extreme eastern edge of the wetland where substantial evidence of drying was observed. These wetlands are also some of the lowest functioning wetlands in the study area.

Permanent impacts to the wetland setback (25-foot buffer around the wetlands) include 0.198 acre associated with the wetlands impacted by the residential development. The setback where the wetlands would be impacted by the widening of North Park Avenue are expected to be temporarily impacted during construction but will not be permanently lost.

Gold Rush Lots

Wetland Technical Report

7.0 Proposed Mitigation

7.1 Wetland Mitigation

The proposed project would permanently fill 0.10 acre of existing wetlands as a result of the construction of the residential duplex/townhomes and supporting roadway and other infrastructure components. The wetlands were determined to be non-jurisdictional under the Clean Water Act on August 31, 2021 by the USACE. Regardless, the project proponent has worked diligently to avoid and minimize impacts to wetlands to the maximum extent practicable by redesigning the project multiple times to keep the project footprint as small as possible and orienting the proposed improvements to maximize the use of upland areas. Since wetlands encompass a large portion of the property (5.7 of the 16.1 acres), there is no feasible alternative to disturbing some wetlands and still meet the project purpose of providing residential housing within the density set forth by the Town of Breckenridge (Town) approved masterplan, meeting local fire code access requirements to the residential units, while simultaneously preserving mature existing trees and vegetation on site as required for Town approval of the project.

The 0.10 acre of wetlands lost have been compensated for by purchasing 0.2 credits (2:1 ratio) from the recently approved Colorado Western Slope In-Lieu Fee (ILF) Program, which is sponsored by the National Forest Foundation (NFF) and approved for use in Summit County by the USACE. The ILF was formally approved in 2020 and began releasing credits for projects seeking compensatory wetland mitigation credits in Summit County in 2022.

Additional information about the program can be found on the Corps' Regulatory In-Lieu Fee and Bank Tracking Information System website:

https://ribits.ops.usace.army.mil/ords/f?p=107:378::NO::P378_PROGRAM_ID:2808.

The mitigation credits will be debited from the Program's Blue-Eagle Service Area, which encompasses hydrologic unit code 1401000201 and includes the Town of Breckenridge (see **Figure B5** from the program instrument below). As such, a formal wetland mitigation plan will not be prepared for the project. Details of the wetlands to be used for the ILF Program are available from the NFF by contacting Mr. Marcus Selig (NFF Chief Conservation Officer) at 720.437.0290 or mselig@nationalforests.org.

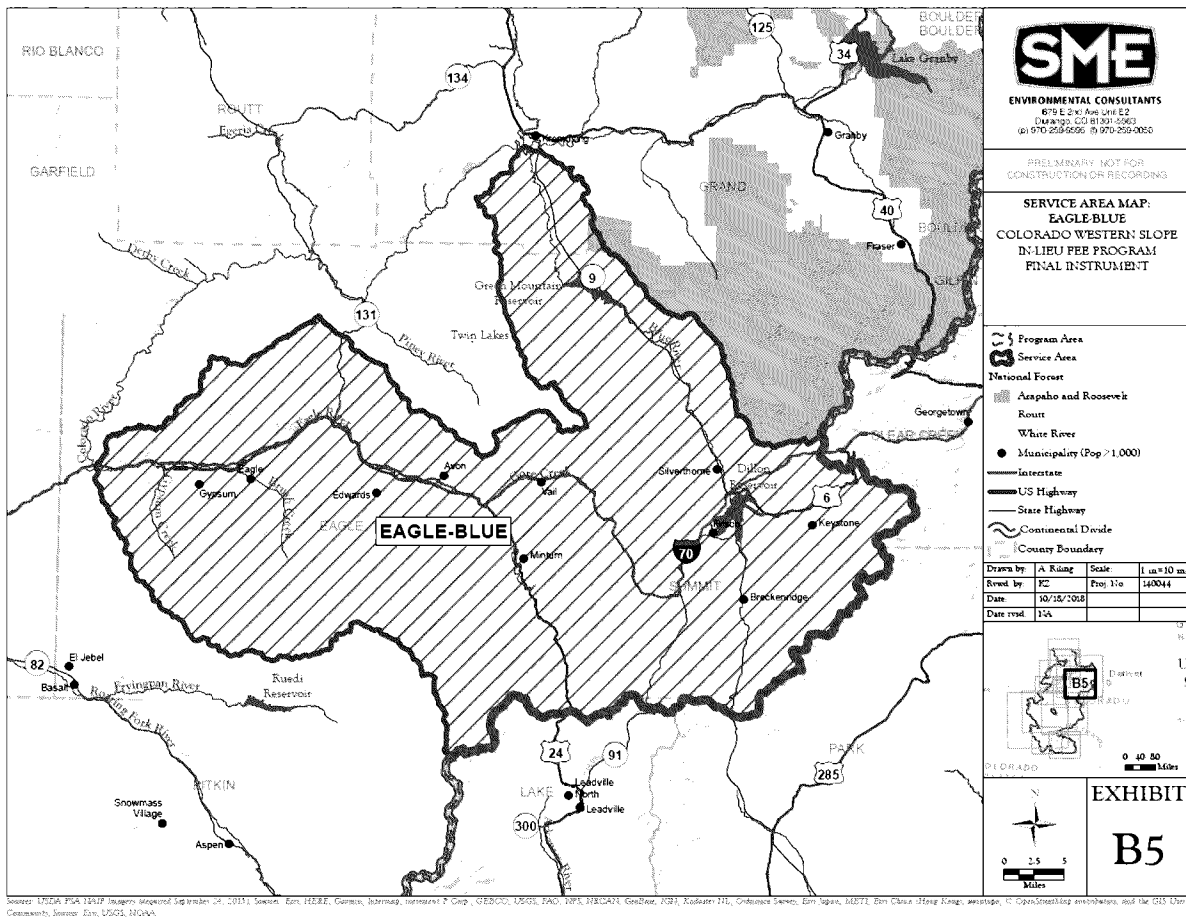
7.2 Wetland Setback Mitigation

The project would permanently impact 0.198 acre of wetland setback. The compensation for this setback area includes the purchase of surplus credits from the ILF (0.2 credits instead of the required 0.1 credit), as well as the revegetation of areas around the new residential facilities, including the proposed stormwater detention basin.

The project would also temporarily impact a portion of the wetland setback adjacent to the wetlands impacted by the widening of North Park Avenue. This setback area will be revegetated with a native seed mix after construction.

Gold Rush Lots

Wetland Technical Report

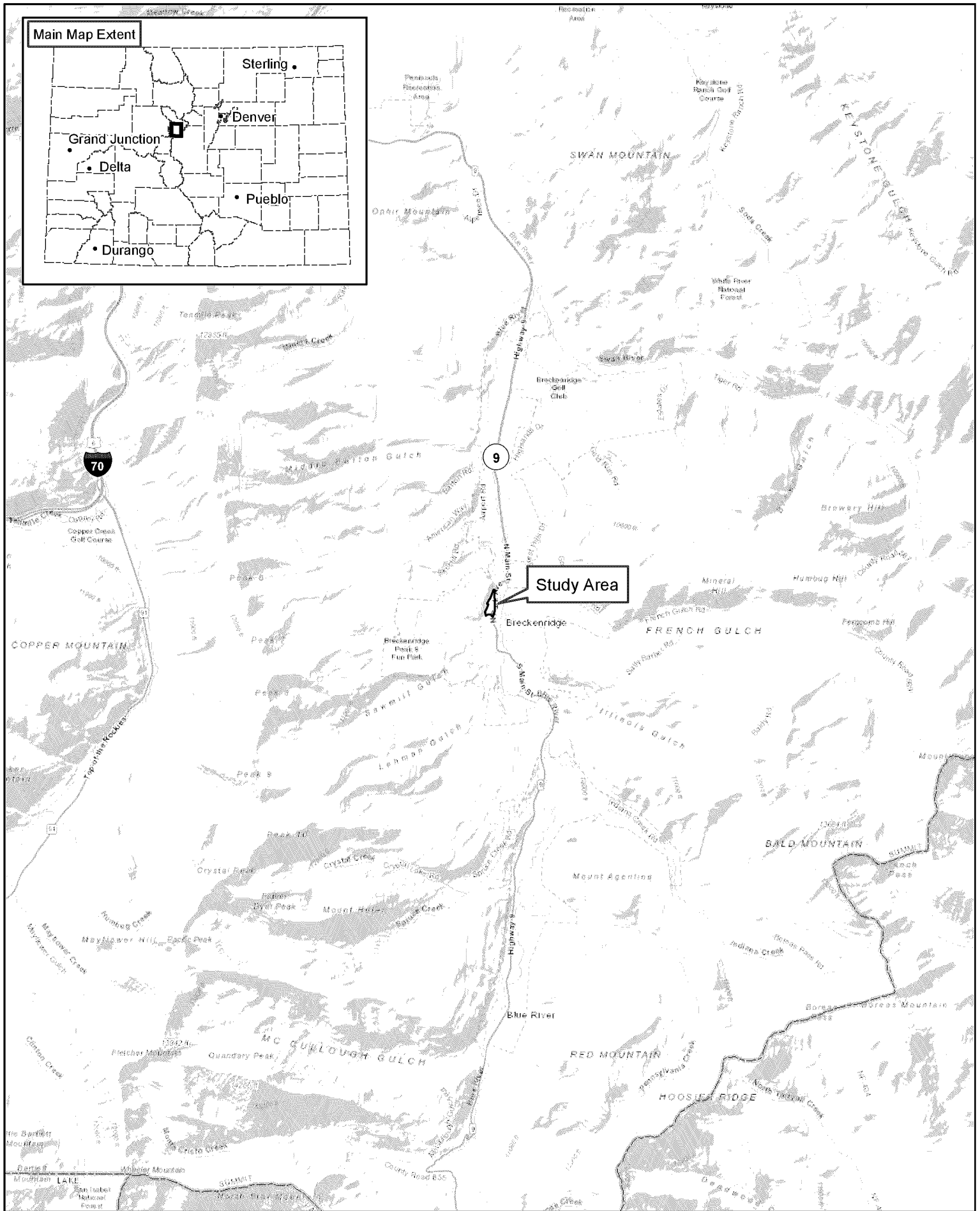


Gold Rush Lots

Wetland Technical Report

8.0 Literature Cited

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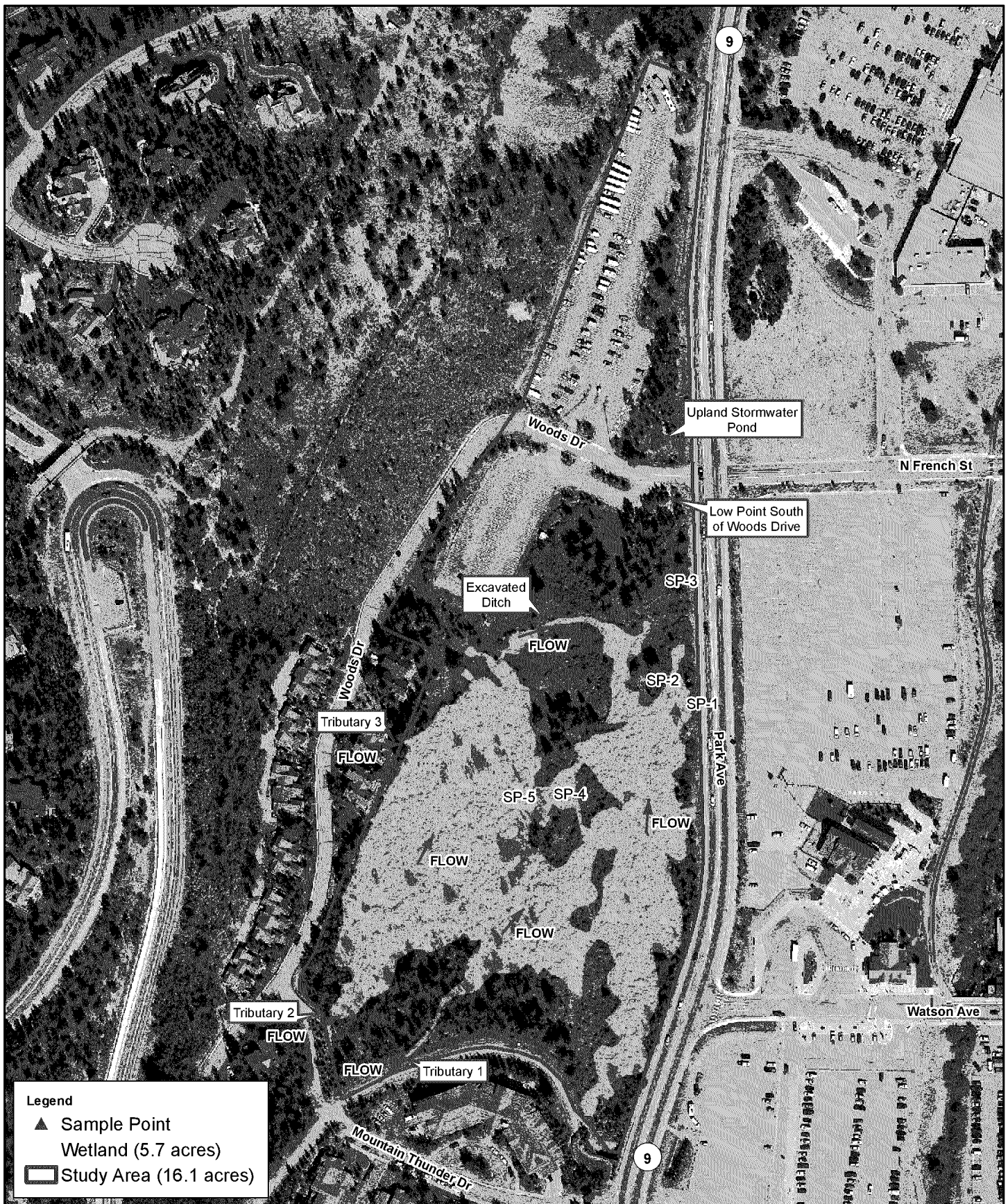


0 0.5 1 2 3 Miles

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 ☐
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Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)	
☐ High Water Table (A2)	☐ Salt Crust (B11)	☒ Drainage Patterns (B10)	
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☐ Dry-Season Water Table (C2)	
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☒ Geomorphic Position (D2)	
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☒ FAC-Neutral Test (D5)	
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Inundation Visible on Aerial Imagery (B7)			
☐ Sparsely Vegetated Concave Surface (B8)			

Field Observations: Surface Water Present? Yes ☐ No ☒ Depth (inches): _____ Water Table Present? Yes ☐ No ☒ Depth (inches): _____ Saturation Present? Yes ☐ No ☒ Depth (inches): _____ (includes capillary fringe)				Wetland Hydrology Present? Yes ☒ No ☐
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Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
Small channels present throughout the area; appears to be relict beaver pond area; currently dry and generally seems to be drier than historically; main source of hydrology is seasonally high groundwater associated with snowmelt

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: <u>Gold Rush Lots</u>	City/County: <u>Breckenridge/Summit</u>	Sampling Date: <u>8/17/16</u>
Applicant/Owner: <u>Breckenridge Grand Vacations</u>	State: <u>CO</u>	Sampling Point: <u>SP2</u>
Investigator(s): <u>Andy Herb</u>	Section, Township, Range: <u>S31, T7S, R77W</u>	
Landform (hillside, terrace, etc.): <u>Slope</u>	Local relief (concave, convex, none): <u>concave</u>	Slope (%): <u>1 to 2</u>
Subregion (LRR): <u>LRR E, MLRA 48A</u>	Lat: <u>39.486027</u>	Long: <u>-106.049056</u> Datum: <u>WGS84</u>
Soil Map Unit Name: <u>Grenadier gravelly loam, 0 to 6 percent slopes</u>		NWI classification: <u>PSS</u>
Are climatic / hydrologic conditions on the site typical for this time of year? Yes <u>X</u> No <u> </u> (If no, explain in Remarks.)		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No <u> </u>		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> naturally problematic? (If needed, explain any answers in Remarks.)		

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: Open shrubby area dominated by mesic vegetation; meets vegetation criterion but no evidence of hydrology or hydric soils	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
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="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>																					
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>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.																
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
--

SOIL

Sampling Point: SP2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-3	10YR 2/2	100					Loamy/Clayey	sandy loam; lots of roots
3-16	10YR 4/4	100					Sandy	sand with gravel

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)	☐ 2 cm Muck (A10) (LRR A, E)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)	☐ Iron-Manganese Masses (F12) (LRR D)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)	☐ Red Parent Material (F21)
☐ Hydrogen Sulfide (A4)	☐ Loamy Mucky Mineral (F1) (except MLRA 1)	☐ Very Shallow Dark Surface (F22)
☐ 1 cm Muck (A9) (LRR D, G)	☐ Loamy Gleyed Matrix (F2)	☐ Other (Explain in Remarks)
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)	
☐ Sandy Mucky Mineral (S1)	☐ Depleted Dark Surface (F7)	
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G)	☐ Redox Depressions (F8)	

Restrictive Layer (if observed): Type: _____ Depth (inches): _____		Hydric Soil Present? Yes _____ No <u>X</u>
Remarks: All layers dry		

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)	
☐ High Water Table (A2)	☐ Salt Crust (B11)	☐ Drainage Patterns (B10)	
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☐ Dry-Season Water Table (C2)	
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Geomorphic Position (D2)	
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☐ FAC-Neutral Test (D5)	
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Inundation Visible on Aerial Imagery (B7)			
☐ Sparsely Vegetated Concave Surface (B8)			

Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation Present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)				Wetland Hydrology Present? Yes _____ No <u>X</u>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:				
Remarks: No evidence of hydrology; sample point approximately 20 feet from SP1 and about the same elevation				

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 8/17/16
Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP3
Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
Landform (hillside, terrace, etc.): Slope Local relief (concave, convex, none): concave Slope (%): 1 to 2
Subregion (LRR): LRR E, MLRA 48A Lat: 39.486486 Long: -106.048944 Datum: WGS84
Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI classification: PSS
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
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? 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>
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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>) 1. <u> </u> 2. <u> </u> 3. <u> </u> 4. <u> </u> =Total Cover Sapling/Shrub Stratum (Plot size: <u>15-ft radius</u>) 1. <u>Salix drummondiana</u> 10 Yes FACW 2. <u> </u> 3. <u> </u> 4. <u> </u> 5. <u> </u> 10 =Total Cover Herb Stratum (Plot size: <u>1x3 meter</u>) 1. <u>Calamagrostis canadensis</u> 40 Yes FACW 2. <u>Mertensia ciliata</u> 30 Yes FACW 3. <u>Achillea millefolium</u> 10 No FACU 4. <u>Potentilla gracilis</u> 5 No FAC 5. <u>Chamerion angustifolia</u> 5 No UPL 6. <u>Cirsium arvense</u> 5 No FAC 7. <u> </u> 8. <u> </u> 9. <u> </u> 10. <u> </u> 11. <u> </u> 95 =Total Cover Woody Vine Stratum (Plot size: <u>1x3 meter</u>) 1. <u> </u> 2. <u> </u> =Total Cover % Bare Ground in Herb Stratum <u>5</u>	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) Prevalence Index worksheet: 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> Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>X</u> <u>2</u> - Dominance Test is >50% <u> </u> <u>3</u> - Prevalence Index is ≤3.0 ¹ <u> </u> <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> <u>5</u> - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic. Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>
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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> If yes, optional wetland site ID: _____
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present <u>N</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

Edge of vegetatively diverse mesic meadow; appears to be relic wetland area from when the site was wetter; presence of willows meets the hydrophytic vegetation criterion but no indicators of hydrology or hydric soils

VEGETATION - Use scientific names of plants

Tree Stratum	Plot Size (30' radius)	Absolute % Cover	Dominant Species	Indicator Status
1 <u>Populus tremuloides</u>		<u>20</u>	<u>Y</u>	<u>FACU</u>
2 _____				
3 _____				
4 _____				
		<u>20</u> =	Total Cover	
Sapling/Shrub Stratum	Plot Size (15' radius)	Absolute % Cover	Dominant Species	Indicator Status
1 <u>Salix geyeriana</u>		<u>15</u>	<u>Y</u>	<u>FACW</u>
2 <u>Dasiphora fruticosa</u>		<u>10</u>	<u>Y</u>	<u>FAC</u>
3 <u>Salix monticola</u>		<u>5</u>	<u>N</u>	<u>OBL</u>
4 _____				
5 _____				
		<u>30</u> =	Total Cover	
Herb Stratum	Plot Size (5' radius)	Absolute % Cover	Dominant Species	Indicator Status
1 <u>Fragaria virginiana</u>		<u>25</u>	<u>Y</u>	<u>FACU</u>
2 <u>Achillea millefolium</u>		<u>20</u>	<u>Y</u>	<u>FACU</u>
3 <u>Phleum pratense</u>		<u>10</u>	<u>Y</u>	<u>FAC</u>
4 <u>Poa pratensis</u>		<u>10</u>	<u>Y</u>	<u>FAC</u>
5 <u>Bromus ciliatus</u>		<u>10</u>	<u>Y</u>	<u>FAC</u>
6 <u>Lupinus</u>		<u>10</u>	<u>Y</u>	
7 <u>Festuca</u>		<u>5</u>	<u>N</u>	
8 <u>Carex praegracilis</u>		<u>5</u>	<u>N</u>	<u>FACW</u>
9 <u>Gallium boreale</u>		<u>2</u>	<u>N</u>	<u>FACU</u>
10 _____				
11 _____				
		<u>97</u> =	Total Cover	
Woody Vine Stratum	Plot Size (N/A)	Absolute % Cover	Dominant Species	Indicator Status
1 <u>N/A</u>				
2 _____				
		<u>0</u> =	Total Cover	
% Bare Ground in Herb Stratum: <u>3</u>				

50/20 Thresholds		20%	50%
Tree Stratum		<u>4</u>	<u>10</u>
Sapling/Shrub Stratum		<u>6</u>	<u>15</u>
Herb Stratum		<u>19</u>	<u>49</u>
Woody Vine Stratum		<u>0</u>	<u>0</u>

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 5 (A)
 Total Number of Dominant Species Across all Strata: 9 (B)
 Percent of Dominant Species that are OBL, FACW, or FAC: 55.56% (A/B)

Prevalence Index Worksheet

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

Hydrophytic Vegetation Indicators:

Rapid test for hydrophytic vegetation
☒ Dominance test is >50%
☐ Prevalence index is ≤3.0*
☐ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)
☐ Problematic hydrophytic vegetation* (explain)
 *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? Y

Remarks:

Edge of open meadow area; possibly relic wetland area

Project Site: Gold Rush Lots
SOIL
Sampling Point:
SP4
Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		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:
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		

% Bare Ground in Herb Stratum:	3
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50/20 Thresholds		
Tree Stratum	20%	50%
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? <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? (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)



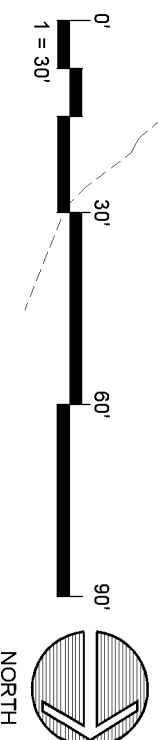
Photo 8 — Looking south at the culvert (black plastic) outlet under Woods Drive, with wooden outlet box to the stormwater system (July 19, 2021)



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



355 N. PARK AVE. BRECKENRIDGE, CO

NOT FOR
CONSTRUCTION

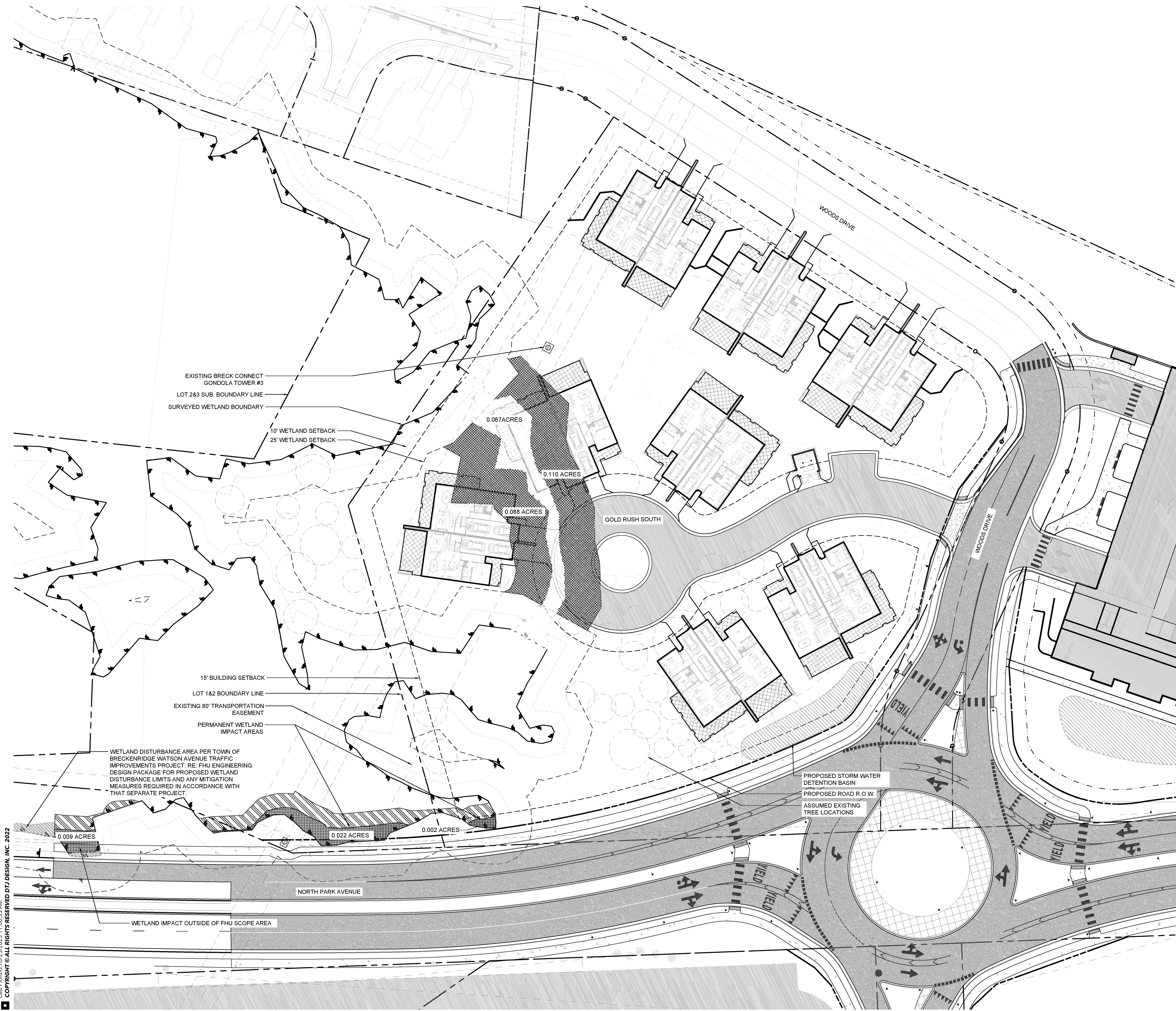
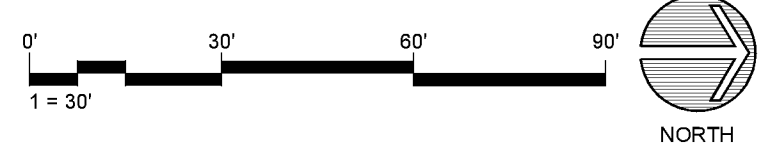
GOLD RUSH
SOUTH SITE
PLAN

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.



Planning Commission Staff Report

Subject:	Preliminary Hearing for the Valor Heritage Subdivision (BGV Parcel 6) (Class A Subdivision Preliminary Hearing, PL-2025-0148)
Proposal:	The applicant proposes to create 14 new single-family lots and associated easements off an extension of Timber Trail Road by replatting Parcel 6 of the remainder of Tract C, Peak 8 Subdivision. The approved April 9, 2024 Development Agreement between the Town and BGV and amended Peak 7 & 8 Master Plans contemplated the eventual subdivision of this parcel into 14 single-family residential lots.
Date:	July 10, 2025 (for meeting of July 15, 2025)
Project Manager:	Amelia Brackett, Planner III
Property Owner:	P8E SFL, LLC
Applicant:	Graham Frank, P8E SFL, LLC (Breckenridge Grand Vacations)
Legal Description:	Parcel 6 Peak 8 Subdivision Filing No. 1 Proposed: Lots 1-14, Valor Heritage Subdivision
Site Area:	Total: 13.35 acres
Land Use District:	LUD 1 (allows 1 residential unit per 10 acres) Parcel 6 is subject to the Peak 7 and 8 Master Plan which supersedes the Land Use Guidelines regarding use and density and allows for 14 Single-Family Equivalents (SFEs) in this location.
Site Conditions:	Parcel 6 is densely wooded with lodgepole pine trees. The site is intersected in several locations by existing Breckenridge Ski Resort gravel service roads and social hiking and biking trails. The site also served as a storage area for ski area and terrain park equipment. The site slopes uphill from east to west at approximately 14% grade.
Adjacent Uses:	North: Timber Trail Subdivision (single-family residences) South: US Forest Service Parcel (ski area terrain) East: Parcel H (ski area maintenance facility) 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), Lot 4 (The Breckenridge Ski Resort Administration Building), Lot 5 (Parcel 5), and Parcel 6 in June of 2024.

Pursuant to the approved April 9, 2024 Development Agreement between the Town and BGV, Parcel 6 was contemplated to be a receiving site for up to 14 single-family equivalents (SFEs) of density allowing for up to 14 single-family home sites. An amendment to the Peak 7&8 Master Plan was approved August 13, 2024. The amendment referred to the Parcel 6 location as “Planning Area H” and assigned the allowed use of single-family residential development and assigned 14 SFEs to Parcel 6. A copy of the Development Agreement and amended Master Plan are included in the packet.

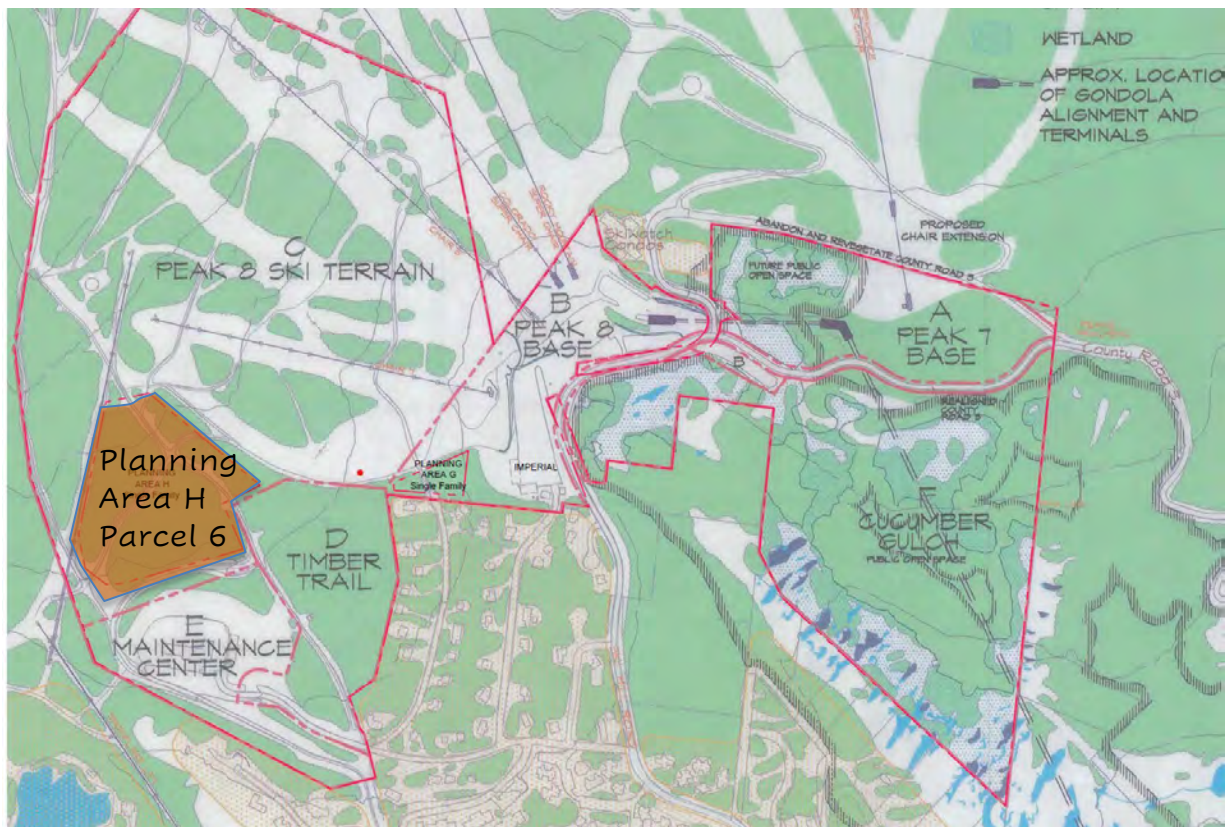


Figure 1. Planning Area H/Parcel 6 Vicinity Map.

Staff Comments

For the preliminary hearing, staff has outlined the requirements for the subdivision in the Development Agreement and the Town subdivision standards (9-2: Subdivision Standards) and the status of the application in addressing those requirements at this preliminary stage. Some corrections requested by staff have not been fully met but will be revised prior to another hearing. For example, all easements and lot encumbrances should be shown on a single visual representation for each lot instead of easements shown for some lots on separate diagrams. Subsequent submittals will receive additional review and may result in requirements and comments from staff beyond those described in this staff report.

DEVELOPMENT AGREEMENT

The Development Agreement makes several stipulations governing land use for the subject parcel, listed below. Where the Agreement waives the requirements of 9-2, those waivers are discussed in the Subdivision Standards section.

The Development Agreement stipulates that:

- The parcel be subdivided to accommodate up to 14 single-family lots, which matches the density in the Master Plan. The application meets this requirement.
- Up to 14 SFEs be transferred to accommodate this new area of density. The required density was transferred on October 15, 2024 from the Gondola Lots.
- The minimum acreage per lot is to be .6 acres. This application meets this requirement.
- There be a plat note limiting the density of each home to 7,500 square feet. The application meets this requirement.
- The plat should include covenants, easements, and/or notes regarding PIF rates, sprinklers, shuttle service, timing of employee housing completion vis-à-vis sale of subject parcel lots, and bridge construction and maintenance. Staff has reviewed the plat notes referring to these requirements and has no concerns.

SUBDIVISION STANDARDS

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 subdivision as it relates to natural features. The entirety of the site has an average grade of 14%, sloping uphill from east to west. The proposed parcel is heavily wooded with lodgepole pine trees but contains no sensitive environment. Any future proposals for individual lot development will consider natural terrain and their designs will be evaluated for integration into the existing slope. There is a cleared circular area devoid of trees that exists on the center/south portion of the parcel. This location approximately aligns with the proposed cul-de-sac.

Trees outside the disturbance envelopes will be protected during future construction according to Development Code standards. The applicant recently received a tree permit to remove dead, dying, and diseased trees from the site and to thin for forest health. Staff approved the permit after a site visit with the applicant and Red, White, and Blue, with the stipulation that staff conduct an inspection midway through the process to evaluate the work and confirm thinning of the trees is completed as anticipated by staff.

9-2-4-3: Drainage, Storm Sewers, and Flood Prevention: There are two proposed drainage ponds and associated easements for the parcel, one on Lot 1 (currently labeled as a drainage easement in a detail section) and one on part of Lot 3. A preliminary drainage plan was provided to Engineering on first submittal, at which time they requested additional drainage easements that are now drafted in the plan. Engineering will review the next submittal and may have additional comments on drainage prior to the final hearing.

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.

9-2-4-4: Utilities: Utility main service lines will be installed by the developer along with installation of the proposed roadways. Future residences will install utility connections on individual lots as they are constructed. A will serve letter was supplied by the Upper Blue Sanitation District. The applicant must also provide proof of a technical review of the water supply system showing that the existing system will accommodate the proposed residences. This information will be provided by the applicant prior to a final hearing.

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. The Development Agreement also requires that each residence have a sprinkler system, which is reflected in plat note No. 7. Staff have requested revisions to plat note No. 6 to remove references to construction of an additional water supply and tank improvements and to only include the language referenced in the development agreement Article 10.1(d). This will be revised by the applicant prior to the next hearing.

9-2-4-5: Lot Dimensions, Improvements And Configuration:

While this section typically dictates lot dimensions, the Development Agreement supersedes this section where it sets different standards or grants specific waivers.

The minimum lot size is .6 acres per lot according to the Development Agreement, which this application meets with lots ranging in size from 0.63 to 1.2 acres.

The Development Agreement also 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.

Article 10.2(e) of the Development Agreement grants waivers from this section *related to the depth and width of lots and shape of disturbance envelopes*. This broad language allows for the atypical lot and envelope

configurations shown in the preliminary plat. However, those waivers should not be interpreted as exempting the envelopes from achieving their purpose of restricting the location of development within a lot based on adjacency to other construction and minimizing overall site disturbance. According to Subdivision Code 9-2, a disturbance envelope is *that portion of the lot where all permanent structures on the lot must be located, and within which all construction activities shall occur...[and] shall be used to limit the location of development constructed within a lot, and to minimize or contain the disturbance associated with the construction of such development...and to maintain a visual buffer/separation between the development to be constructed and the development, if any, located or to be located on adjoining lot(s).* Staff is concerned that the proposed envelopes do not achieve the goals of disturbance envelopes as set forth in the subdivision standards (see *Figures 1 – 3*).

Staff recommends that the applicant redraft the envelopes with specific attention to adjacency to access easements and other envelopes on adjacent lots, ensuring that each lot be able to meet the 30% open space requirement, and limiting overall grading disturbance by using the topography of each lot. Envelopes should be placed within the lot to cover the area with the best building potential and least site disturbance to accommodate the anticipated home sizes. The resulting envelopes should be large enough to accommodate the allowed 7,500 square-foot residences, with allowance for some flexibility on placement of the homes and allowance for outdoor programming, but not so large that they effectively follow the setback lines of the properties or maximize disturbance potential without regard to existing slope or natural tree stands (as they do now). The purpose of a disturbance envelope is to concentrate site programming and disturbance on the lot, not allow for the potential to have sprawling programming.

Does the Commission agree that the envelopes should be revised to be smaller and strategically placed on each lot, while still allowing for flexibility of shape as is described in the Development Agreement?

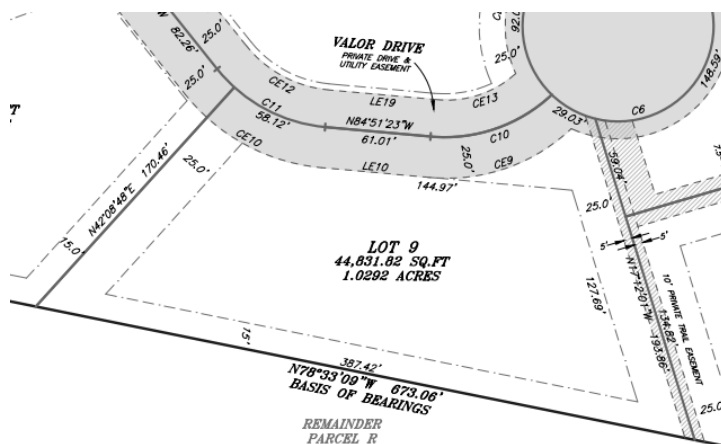
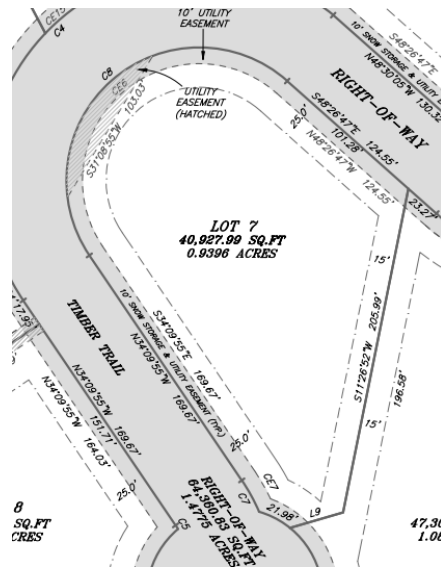
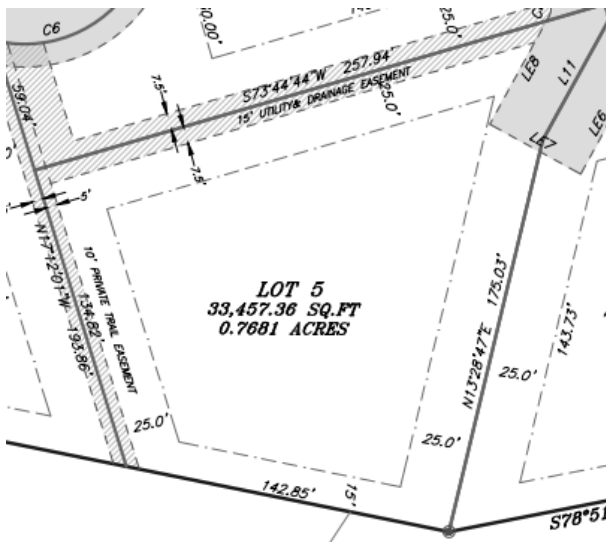


Figure 2. Image from proposed plat of Lot 9 showing the disturbance envelope following the private drive easement along the northern portion of the property. Disturbance envelopes should not abut proposed drives and/or driveway access easements.



Figures 3. and 4. Left: Lot 5 showing disturbance envelope at northeast corner (top right) of property following shape of lot and therefore directly abutting private drive access. Right: Lot 7 showing disturbance envelope following required setback line, resulting in a "disturbance" envelope that allows disturbance -- including buildings, decks, and patios -- on the vast majority of the lot.

This section of the Subdivision Code also requires setbacks of 25 ft. for front, 15 ft. for rear, and 15 ft. for side with a combined side yard setback of 50' or greater. The application meets this requirement.

9-2-4-7: Pedestrian and Bicycle Circulation Systems: The proposal includes five private trail easements (shown on the landscape plan), which provide mountain access to the west off Timber Trail Road, access to a public trail on the northeast corner of the subject parcel, access to the mountain on the southern boundary of the subject parcel, and access from Heritage Drive (private) to the southeast corner of the subject parcel. Staff will work with the applicant to review the placement of the private trail easements to provide the most direct access to the mountain but otherwise have no concerns regarding the private trail easements.

There is a private trail easement providing skier access to Timber Trail Subdivision across Timber Trail Road. The applicant is required to build a ski bridge over Timber Trail Road to maintain that skier access easement, and the Timber Trail Association will maintain the bridge. A copy of that agreement is being reviewed by staff as part of this subdivision submittal and is referenced in plat note No. 10. The proposed bridge design is included in this packet for Commissioner comment. The bridge will be 131' 8" long and have a clearance of 14' 8". The bridge will be constructed with steel support beams and columns, stone veneer on the columns and base, and wood framed safety railing with wire mesh inserts. The Town does not have specific guidelines pertaining to skier bridge construction or architecture. Staff finds the proposed bridge meets CDOT requirements for height and that the proposed bridge design is consistent with the materials of other skier bridges throughout Town and blends with the existing architecture of Timber Trail residences. Does the Commission have any comments on the bridge design or materiality?

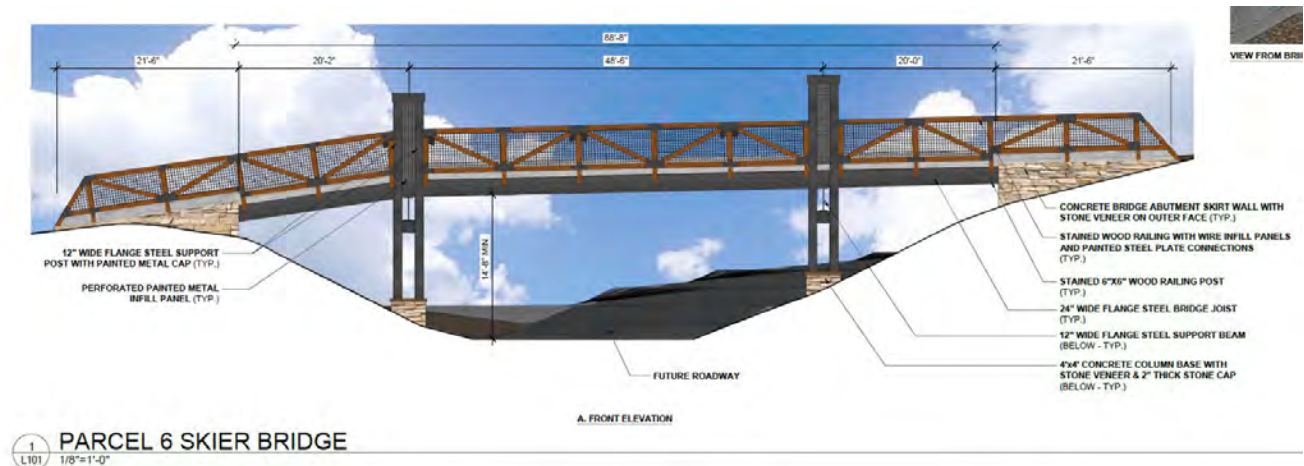


Figure 5. Proposed Timber Trail Road skier access bridge. See page L101 for more details.

9-2-4-8: Street lighting: Streetlights will be required along the extension of Timber Trail Road. Planning and Streets staff will work with the applicant to determine the number and location of streetlights prior to a final hearing. Town streetlights are dark sky compliant and use the Providence style fixture currently installed in other areas of town.

9-2-4-10: Subdivision and Street Names: The proposed subdivision name of Valor Heritage Subdivision does not repeat names of other subdivisions in Breckenridge or Summit County. Timber Trail Road will be the public road name through the subdivision and Heritage Drive and Valor Drive will be the private streets. Staff does not have concerns with the street names or subdivision name.

9-2-4-11: Existing and Proposed Streets: The parcel is currently vacant. The proposed public drive extends Timber Trail Road, with private access easements providing access to outlying lots. The Development Agreement waives grade requirements for streets and number of lots accessible from a private drive so long as Engineering review is satisfied. Engineering has reviewed one plan set and will review future plan sets prior to final. Staff has no concerns with the location and grade of proposed streets.

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)*

On February 7, 2025, the Town entered into a Settlement Agreement with the owners/applicants of Parcel 6 that satisfies the open space fee-in-lieu payment requirements of section 9-2-4-13 for the initial subdivision of Parcel 6. The agreement will result in the Town receiving payment of \$2 million for open space, parks, and similar purposes. Staff has no concerns.

Landscaping Plan: The subdivision standards require that a landscape plan be submitted with a Class A subdivision application. The applicant submitted a plan showing clustered plantings along Timber Trail Road to provide screening and buffering while maintaining sight lines for trails and future driveways. Approximately 100 street trees along the public right-of-way are proposed. Subsequent applications for construction of future residences must provide additional landscaping adequate to screen residences on their individual lots.

Does the Commission agree that the landscaping along the rights-of-way is adequate to provide screening and buffering to the lots from the road?

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:

- 9-2-4-6: Blocks: The subdivision does not propose forming any blocks. Staff has no concerns.
- 9-2-4-9: Traffic Control Devices and Signs: No devices are proposed. Streets will be controlled with standard traffic signage. Staff has no concerns.
- 9-2-4-12: Nonresidential Subdivisions: The proposal is for a residential subdivision.

Questions for Planning Commission

1. Does the Commission agree that the proposed disturbance envelopes should be revised?
2. Does the Commission have any comments on the bridge design or materiality?
3. Does the Commission agree that the landscaping along the rights-of-way is adequate to provide screening and buffering to the lots from the road?
4. Does the Commission have any additional comments?

Staff recommends the applicant revise the proposed subdivision according to the suggestions above and any additional provided Staff and Commissioner comments and return for a subsequent hearing at a later date.

For reference, the approved April 9, 2024 Development Agreement and Peak 7&8 Master Plan are attached.

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:

VALOR HERITAGE SUBDIVISION, THE SECOND RESUBDIVISION PLAT OF PARCEL 6, SIXTH RESUBDIVISION OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION, FILING NO. 1, AS SHOWN ON THE PLAT RECORDED FEBRUARY 11, 2025, UNDER RECEPTION NO. 1346275, COUNTY OF SUMMIT, STATE OF COLORADO IN THE OFFICE OF THE CLERK AND RECORDER AND CONTAINING 561,717.53 SQUARE FEET OR 13.3544 ACRES.

HAS LAID OUT, SUBDIVIDED AND PLATTED THE SAME INTO LOTS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF "VALOR HERITAGE SUBDIVISION, THE SECOND RESUBDIVISION OF PARCEL 6," 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 SHOWN HEREON.

IN WITNESS WHEREOF, P&E SFL LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO BE HERETO SUBSCRIBED THIS _____ DAY OF _____, 2025.

P&E SFL LLC, A COLORADO LIMITED LIABILITY COMPANY.

BY: _____
GRAHAM R. FRANK, DESIGNATED OFFICER

ACKNOWLEDGEMENT

STATE OF COLORADO)
JSS
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, 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 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 _____, 20____ UPON PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL. DATED THIS _____ DAY OF _____, 2025.

SUMMIT COUNTY TREASURER

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.



VICINITY MAP

SCALE: 1"=1000'

PLAT NOTES

1. EACH SINGLE-FAMILY HOME IN THIS SUBDIVISION IS LIMITED TO A TOTAL OF 7,500 SQUARE FEET OF DENSITY PER LOT AS CALCULATED BY THE BRECKENRIDGE DEVELOPMENT CODE.
2. SITE DISTURBANCE ENVELOPES HAVE BEEN ESTABLISHED HEREON FOR EACH RESIDENTIAL LOT WITHIN WHICH ALL CONSTRUCTION ACTIVITIES AND PERMANENT IMPROVEMENTS MUST BE LOCATED. THE FOLLOWING SHALL OCCUR WITHIN A PLATTED SITE DISTURBANCE ENVELOPE: 1) ALL CONSTRUCTION ACTIVITIES, INCLUDING, BUT 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 A TOWN APPROVED FIRE MITIGATION AND/OR FOREST MANAGEMENT PLAN; AND 2) THE CONSTRUCTION OF ALL PERMANENT IMPROVEMENTS, INCLUDING 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, SUBJECT TO THE DECLARATION (DEFINED BELOW), THE FOLLOWING MAY OCCUR OUTSIDE OF A PLATTED SITE DISTURBANCE ENVELOPE: a) 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 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, FREESTANDING SOLAR ARRAYS AND WIND TURBINES, AND SOIL DISTURBANCES RELATED TO ALL SUCH ACTIVITIES; b) APPROVED TREE PLANTING AND LANDSCAPING; AND c) 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.

3. THE VICTORY RIDGE HOMEOWNERS ASSOCIATION, INC. (THE "ASSOCIATION") HAS BEEN ESTABLISHED FOR THE HOMES WITHIN THE BOUNDARIES OF THIS PLAT. THE ASSOCIATION AND REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THIS PLAT ARE SUBJECT TO THE PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VICTORY RIDGE RECORDED CONTEMPORANEOUSLY WITH THIS PLAT AS THE SAME MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME (THE "DECLARATION").

4. EASEMENTS OVER THOSE PORTIONS OF THE REAL PROPERTY INCLUDED IN THIS PLAT DESIGNATED AS "PRIVATE DRIVEWAY AND UTILITY EASEMENT," "PRIVATE TRAIL EASEMENT," "DRAINAGE EASEMENT," "DETENTION POND," "SIGNAGE AND LANDSCAPING EASEMENT," AND "SUMMER CONSTRUCTION ACCESS EASEMENT," ARE GRANTED IN AND SUBJECT TO THE TERMS, CONDITIONS, AND COVENANTS OF THE DECLARATION.

5. THE REAL PROPERTY INCLUDED IN THIS PLAT IS ALSO SUBJECT TO THE PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRECKENRIDGE MOUNTAIN MASTER PLANNED COMMUNITY RECORDED SEPTEMBER 16, 2002 AT RECEPTION NO. 696212, SUMMIT COUNTY, COLORADO AS THE SAME MAY BE AMENDED OR SUPPLEMENTED (THE "BMA DECLARATION"), AND TO THE PROVISIONS OF THE BMA DECLARATION CONCERNING DISCLOSURES, ACKNOWLEDGMENTS, WAIVERS, AND CONSTRUCTION DEFECT DISPUTE RESOLUTION RECORDED JANUARY 10, 2008 AT RECEPTION NO. 877956, SUMMIT COUNTY, COLORADO.

6. EACH LOT OWNER SHALL, PRIOR TO THE ISSUANCE OF 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 PIF RATE TO FUND TOWN WATER SUPPLY AND/OR TANK IMPROVEMENTS TO SERVE EACH OWNER'S LOT IN THIS SUBDIVISION.

7. EACH RESIDENCE SHALL INCLUDE AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH THE UNIFORM FIRE CODE AS ADOPTED BY THE TOWN OF BRECKENRIDGE.

8. THE REAL PROPERTY INCLUDED IN THIS PLAT IS SUBJECT TO PROVISIONS OF A NON-EXCLUSIVE MOUNTAIN ACCESS EASEMENT GRANTED FOR THE BENEFIT OF VAIL SUMMIT RESORTS, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE REMAINDER OF TRACT C, AS SET FORTH IN THE INSTRUMENT RECORDED FEBRUARY 16, 2025 AT RECEPTION NO. 1346820, SUMMIT COUNTY, COLORADO AS THE SAME MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME.

9. LOT 3 OF THIS PLAT, AND THE ADJACENT PROPERTY OUTSIDE OF THE PLAT, ARE SUBJECT TO PROVISIONS OF A NON-EXCLUSIVE DRAINAGE AND DETENTION POND EASEMENT GRANTED FOR THE PURPOSES OF MAINTENANCE, REPAIR AND REPLACEMENT OF THE DETENTION POND AND ASSOCIATED DRAINAGE AND DETENTION IMPROVEMENTS AND ACCESS THEREBY BY THE ASSOCIATION, 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.

10. LOT 1 AND LOT 14 OF THIS PLAT, AND THE ADJACENT PROPERTY OUTSIDE OF THE PLAT, ARE SUBJECT TO PROVISIONS OF AN AMENDED PRIVATE TRAIL EASEMENT FOR THE PURPOSES OF THE USE, MAINTENANCE, REPAIR AND REPLACEMENT OF THE SKIER TRAIL, ADJACENT SKIER BRIDGE FACILITIES, AND ASSOCIATED IMPROVEMENTS FOR THE BENEFIT OF THE TIMBER TRAIL ASSOCIATION AND THE ASSOCIATION, 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 TOWN OF BRECKENRIDGE IS NOT RESPONSIBLE FOR ANY MAINTENANCE, REPAIR, OR INSTALLATION OF SKIER BRIDGE FACILITIES. AFTER INSTALLATION BY THE INITIAL OWNER DEDICATING THIS PLAT, THE TIMBER TRAIL ASSOCIATION IS RESPONSIBLE FOR ALL MAINTENANCE, REPAIRS, RENOVATION AND OTHER WORK ON ALL SKIER BRIDGE FACILITIES. PROVIDED, HOWEVER IF ANY SUCH PARTY FAILS TO ADEQUATELY MAINTAIN OR REPAIR SUCH FACILITIES, THE TOWN HAS THE RIGHT TO USE THE EASEMENT AREA TO PERFORM SUCH WORK AND TO BE REIMBURSED BY THE TIMBER TRAIL ASSOCIATION FOR ALL COSTS INCURRED. TIMBER TRAIL ASSOCIATION RESERVES THE RIGHT TO PLACE REASONABLE RESTRICTIONS ON THE TIME AND MANNER OF USE OF SUCH SKIER BRIDGE ACCESS EASEMENT FOR THE PURPOSE OF PROTECTING OWNERS' RIGHTS TO PEACEFUL ENJOYMENT OF THEIR PROPERTY.

11. ADJACENT PROPERTY OUTSIDE OF THE PLAT IS SUBJECT TO PROVISIONS OF A NON EXCLUSIVE DRAINAGE AND LANDSCAPE EASEMENT GRANTED FOR THE PURPOSES OF MAINTENANCE, REPAIR AND REPLACEMENT OF CERTAIN DRAINAGE IMPROVEMENTS, LANDSCAPING, AND ACCESS THEREBY BY THE ASSOCIATION, 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.

12. EACH DRAINAGE EASEMENT SHOWN ON THIS PLAT IS GRANTED TO THE TOWN OF BRECKENRIDGE FOR THE PURPOSES OF CONSTRUCTING, INSTALLATION, USE, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE FACILITIES AND FOR THE DRAINAGE AND STORAGE OF WATER FROM OTHER LANDS. THE EASEMENTS ARE PERPETUAL AND NON-EXCLUSIVE IN NATURE.

THE TOWN OF BRECKENRIDGE IS NOT RESPONSIBLE FOR ANY MAINTENANCE, REPAIR, OR INSTALLATION OF ANY DETENTION POND AND DRAINAGE FACILITIES. AFTER INSTALLATION BY THE INITIAL OWNER DEDICATING THIS PLAT, THE ASSOCIATION IS RESPONSIBLE FOR ALL MAINTENANCE, REPAIRS, RENOVATIONS AND OTHER WORK ON SUCH DETENTION POND AND DRAINAGE FACILITIES. PROVIDED, HOWEVER IF ANY SUCH PARTY FAILS TO ADEQUATELY MAINTAIN OR REPAIR SUCH FACILITIES, THE TOWN HAS THE RIGHT TO USE THE EASEMENT AREA TO PERFORM SUCH WORK AND TO BE REIMBURSED BY THE ASSOCIATION FOR ALL COSTS INCURRED. ASSOCIATION RESERVES THE RIGHT TO PLACE REASONABLE RESTRICTIONS ON THE TIME AND MANNER OF USE OF SUCH EASEMENT AREAS FOR THE PURPOSE OF PROTECTING OWNERS' RIGHTS TO PEACEFUL ENJOYMENT OF THEIR PROPERTY.

13. EACH SNOW STORAGE EASEMENT SHOWN ON THIS PLAT IS GRANTED HEREIN TO THE TOWN OF BRECKENRIDGE FOR THE PURPOSES OF SNOW STORAGE. THE EASEMENTS ARE PERPETUAL AND NON-EXCLUSIVE IN NATURE.

14. EACH UTILITY EASEMENT SHOWN ON THIS PLAT IS GRANTED HEREIN TO THE TOWN OF BRECKENRIDGE FOR THE PURPOSES OF INSTALLATION, USE, MAINTENANCE, REPAIR, AND REPLACEMENT OF THE FOLLOWING UTILITIES: WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, CABLE TELEVISION, FIBER OPTIC, AND OTHER COMMUNICATION SERVICES. THE EASEMENTS ARE PERPETUAL AND NON-EXCLUSIVE IN NATURE.

15. AN EASEMENT MAY BE DESIGNATED FOR MULTIPLE PURPOSES. FOR EXAMPLE, AN EASEMENT DESIGNATED AS "PRIVATE TRAIL EASEMENT" MAY ALSO BE DESIGNATED AS A "UTILITY EASEMENT."

16. 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.

RESUBDIVISION PLAT
VALOR HERITAGE SUBDIVISION

THE SECOND RESUBDIVISION OF PARCEL 6 ACCORDING TO THE RESUBDIVISION PLAT
PARCEL 6, SIXTH RESUBDIVISION OF THE REMAINDER OF TRACT C, PEAK 8
SUBDIVISION, FILING NO. 1 RECORDED 2/11/2025 AT REC. NO. 1346275, LOCATED
IN THE TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO

SURVEY NOTES

1. FOR THE PURPOSE OF TITLE AND EASEMENTS OF RECORD, BASELINE SURVEYS LLC RELIED UPON THE TITLE COMMITMENTS PREPARED BY LAND TITLE GUARANTEE COMPANY ORDER NO. M20216057.1, DATED MAY 27, 2025.

2. THE BASIS OF BEARINGS IS ALONG THE SOUTHERLY LINE OF PARCEL 6 BETWEEN FOUND CORNERS AS SHOWN HEREON WITH A BEARING OF N76°33'09"W, 673.06'.

MORTGAGEE'S CERTIFICATE

FIRSTBANK, A COLORADO STATE BANKING CORPORATION, BENEFICIARY UNDER THE DEED OF TRUSTS DATED MARCH 7th, 2025 AND RECORDED ON MARCH 10th, 2025 AT RECEPTION No. 1347754 AND DATED MARCH 7th, 2025 AND RECORDED ON MARCH 11th, 2025 AT RECEPTION NO. 1347902 IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, APPROVES, CONSENTS TO, AND JOINS IN THIS PLAT AFFECTING THE PROPERTY ENCUMBERED BY THE DEED OF TRUST AND CONSENTS TO THE DEDICATIONS HEREIN MADE BY THE OWNER.

FIRSTBANK, A COLORADO STATE BANKING CORPORATION

BY: _____

TITLE: _____

DATED THIS _____ OF _____, 2025.

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO)
JSS
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

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 6 SUBDIVISION, PEAK 8 SUBDIVISION, 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 _____ DAY OF JULY, 2025.

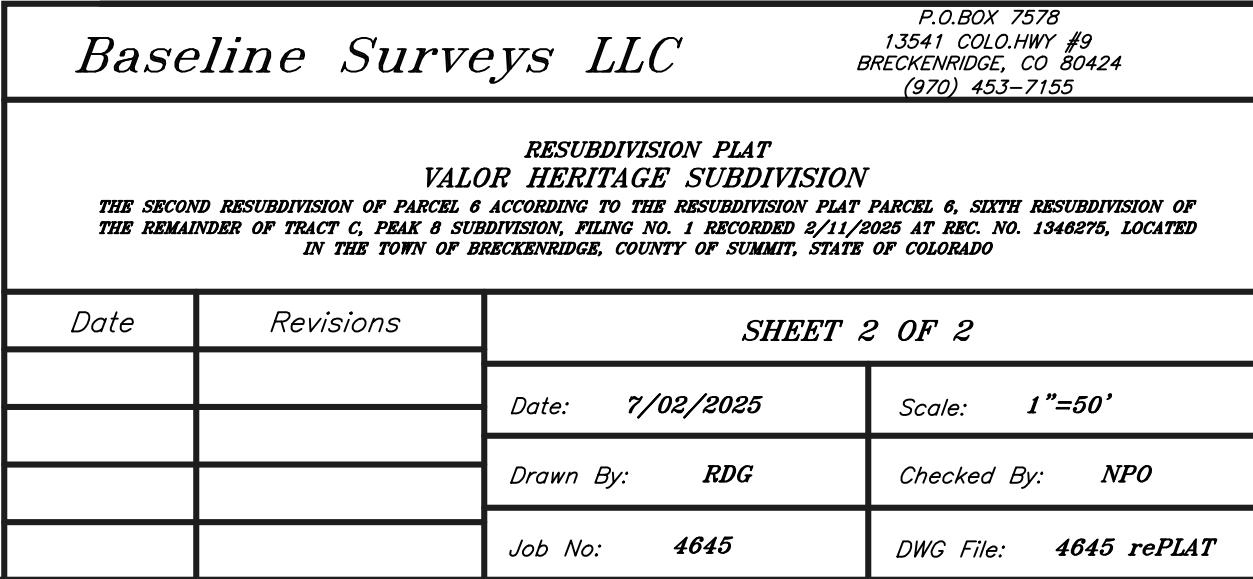
GEORGE CHRISTIAN MOODY, P.L.S.
COLORADO L.S. No. 38002
FOR AND ON BEHALF OF BASELINE SURVEYS, LLC

P.O. BOX 7578 13541 COLUMBY #9 BRECKENRIDGE, CO 80424 (970) 453-2155			
RESUBDIVISION PLAT VALOR HERITAGE SUBDIVISION THE SECOND RESUBDIVISION OF PARCEL 6 ACCORDING TO THE RESUBDIVISION PLAT PARCEL 6, SIXTH RESUBDIVISION OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION, FILING NO. 1 RECORDED 2/11/2025 AT REC. NO. 1346275, LOCATED IN THE TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO			
Date	Revisions	SHEET 1 OF 2	
		Date: 7/02/2025	Scale: 1"=50'
		Drawn By: RDG	Checked By: NPO
		Job No: 4645	DWG File: 4645 rePLAT

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.

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CURV LENGTH	CORR BEARING
C1	200.00	186.20	53.70 36°	179.55	S062°29'08" W
C2	100.00	100.00	54°30' 36"	100.00	N 00°00'00" W
C3	74.98	128.91	98.30 35°	113.61	N 82°20'00" W
C4	133.00	178.91	161°51'56"	263.16	N 47°19'03" W
C5	70.00	70.00	90°00'00"	70.00	S 03°02'26" E
C6	133.00	199.66	100°50'50"	215.29	N 33°48'38" E
C7	120.00	22.38	104°01'05"	22.35	S 18°28'28" E
C8	83.00	240.06	165°43'09"	169.73	S 48°11'30" E
C9	100.00	100.00	98°12'45" 36"	100.00	S 42°41'00" E
C10	90.00	76.10	48°26'40"	76.00	N 33°48'38" E
C11	90.00	72.59	46°12'45"	76.04	N 61°45'01" W
C12	241.76	79.55	165°15'15"	240.20	N 07°08'27" W
C13	133.00	199.66	100°50'50"	215.29	N 33°48'38" E
C14	133.00	21.97	92°50'50"	21.94	N 29°26'00" E
C15	133.00	21.97	92°50'50"	21.94	S 29°26'00" E
C16	133.00	166.18	49°17'56"	173.67	N 07°08'27" W
C17	219.26	71.75	171°51'15"	219.26	N 07°08'27" W
C18	8.50	6.66	45°00'00"	6.51	S 08°14'44" W
C19	264.26	86.96	185°11'55"	86.57	S 07°08'27" W
C20	133.00	199.66	100°50'50"	215.29	N 33°48'38" E
C21	133.00	21.14	168°10'09"	144.87	N 08°41'39" E
C22	130.00	130.69	84°03'38"	130.67	N 29°26'00" E
C23	65.00	209.03	184°15'21"	129.91	N 22°47'34" W
C24	100.00	100.00	90°00'00"	100.00	N 00°00'00" W
C25	113.50	91.92	46°12'45"	89.08	S 61°45'01" W
C26	113.50	6.94	46°37'33"	6.73	S 61°45'01" W
C27	113.50	6.94	46°12'45"	6.73	S 61°45'01" W
C28	65.00	209.03	184°15'21"	129.91	N 22°47'34" W
C29	133.00	50.46	46°12'45"	49.94	N 72°15'56" E
C30	113.50	76.85	66°51'48"	71.82	N 08°29'42" E
C31	143.00	43.61	165°43'09"	283.78	S 48°41'30" W
C32	143.00	43.61	165°43'09"	283.78	S 48°41'30" W
C33	140.00	128.75	52°41'35"	124.26	S 06°43'59" W
C34	26.99	52.64	115°41'13"	44.68	S 50°13'50" E
C35	26.99	52.64	115°41'13"	44.68	S 50°13'50" E
C36	20.00	31.77	160°24'54"	39.83	N 40°32'52" E
C37	46.06	26.74	235°54'40"	26.37	S 51°06'22" E
C38	41.00	18.58	26°17'48"	18.42	S 17°33'32" E
C39	41.00	18.58	26°17'48"	18.42	S 17°33'32" E
C40	19.80	24.48	71°55'32"	22.90	S 35°16'17" E
C41	19.80	24.48	71°55'32"	22.90	S 35°16'17" E
C42	44.50	80.23	72°33'03"	55.24	S 39°29'56" E
C43	44.50	80.23	72°33'03"	55.24	S 39°29'56" E
C44	44.50	89.87	62°02'19"	85.54	S 72°29'56" E

- ② FOUND 1.5" YELLOW PLASTIC CAP ON #5 REBAR, STAMPED "PLS 38002"
- ③ SET 1.5" YELLOW PLASTIC CAP ON #5 REBAR, STAMPED "PLS 38002"
- FOUND #4 REBAR, NO CAP
- ④ FOUND 1.5" ALUM. PLASTIC CAP ON #5 REBAR, STAMPED "PLS 11993"



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.

VALOR HERITAGE SUBDIVISION

CONCEPTUAL LANDSCAPE PLAN

VICINITY MAP



APPLICANT / LAND OWNER

P8E SFL PARCEL 6, LLC
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

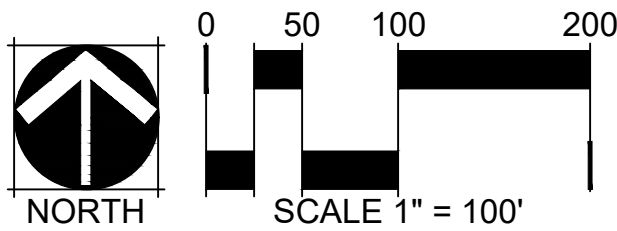
LANDSCAPE ARCHITECT

NORRIS DESIGN
CONTACT: BRANDON MAJOR
409 MAIN STREET, SUITE 207
FRISCO, CO 80443
PO BOX 2320
970.368.7068
BMAJOR@NORRIS-DESIGN.COM

LAND SURVEYOR

BASELINE SURVEYS
CONTACT: GEORGE MOODY
13541 COLORADO HWY 9
BRECKENRIDGE, CO 80424
PO BOX 7578
970.453.7155
GEORGE.MOODY@MOUNTAINNAV.COM

OVERALL SITE PLAN



SHEET INDEX

COVER SHEET	LP-001
NOTES & SCHEDULES	LP-002
CONCEPTUAL LANDSCAPE PLAN	LP-101
SNOW STORAGE PLAN	LP-201
LANDSCAPE PLAN ENLARGEMENT	LP-401
LANDSCAPE DETAILS	LP-501

VALOR HERITAGE
BRECKENRIDGE, CO

OWNER:
P8E SFL PARCEL 6, LLC
100 S. MAIN STREET
PO BOX 6879
BRECKENRIDGE, CO 80498

NOT FOR
CONSTRUCTION

DATE:
05/30/2025 CLASS A
PRELIMINARY
07/02/2025 CLASS A
RTC.01

SHEET TITLE:

COVER
SHEET

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. RIGHT OF WAY TREES SHALL BE WATERED BY A WATER TRUCK TO ESTABLISH. ENTRY LANDSCAPE BEDS SHALL BE PERMANENTLY IRRIGATED BY A SEPARATE IRRIGATION SYSTEM. REFER TO IRRIGATION PLANS FOR LIMITS AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM DISTANCE FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATION DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT.
7. LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
8. 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.
9. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.
10. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 3 (THREE) CU.YRDS / 1,000 SQUARE FEET.
11. INSTALLATION OF STREET TREES WITHIN PRIVATE LOTS SHALL OCCUR DURING TIME OF ADJACENT ROAD CONSTRUCTION.
12. 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.
13. THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
14. ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
15. 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.
16. 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.
17. ALL TREES IN SEED OR TURF AREAS SHALL RECEIVE MULCH RINGS. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.
18. ALL SHRUB BEDS TO BE MULCHED WITH SPECIFIED ROCK MULCH PLACED OVER WEED BARRIER FABRIC. ALL GROUND COVER AND PERENNIAL FLOWER AREAS WITHIN SHRUB BEDS SHALL BE MULCHED WITH SPECIFIED WOOD MULCH; REFER TO MATERIAL SCHEDULE.
19. AT SEED AREA BOUNDARIES ADJACENT TO EXISTING NATIVE AREAS, OVERLAP ABUTTING NATIVE AREAS BY THE FULL WIDTH OF THE SEEDER.
20. DISTURBED NATIVE AREAS WHICH ARE TO REMAIN SHALL BE OVER SEEDED AND RESTORED WITH SPECIFIED SEED MIX.
21. CONTRACTOR SHALL OVER SEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS OTHERWISE NOTED ON THE PLANS.
22. 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.
23. WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.
24. PRIOR TO THE PLACEMENT OF MULCH AND WEED FABRIC, A GRANULAR, PRE-EMERGENT, WEED CONTROL AGENT SHALL BE ADDED TO ALL PLANTING BEDS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTION.
25. THE CONTRACTOR IS EXPECTED TO KNOW AND UNDERSTAND THE TOWN AND COUNTY SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION. IN CASES OF DISCREPANCIES THE HIGHER OF THE TWO STANDARDS SHALL HAVE PRECEDENCE.
26. 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, PLAY STRUCTURES, 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
DECIDUOUS CANOPY TREES						
PO TR1	10	POPULUS TREMULOIDES	QUAKING ASPEN - SINGLE STEM	B & B	2" CAL.	MOD
PO TR2	37	POPULUS TREMULOIDES	QUAKING ASPEN - MULTI-STEM	B & B	2" CAL.	MOD
PO ER	23	POPULUS TREMULOIDES ERECTA	SWEDISH ASPEN	B & B	2" CAL.	MOD
PR VI	6	PRUNUS VIRGINIANA 'SCHUBERT'	SCHUBERT CHOKECHERRY	B & B	2" CAL.	MOD
EVERGREEN TREES						
PI BE	18	PICEA PUNGENS 'BABY BLUE EYES'	BABY BLUE EYES COLORADO BLUE SPRUCE	B & B	6" HEIGHT	MOD
PI BA	24	PICEA PUNGENS GLAUCA 'BAKERI'	BAKERI BLUE SPRUCE	B & B	6" HEIGHT	MOD
PI AR	34	PINUS ARISTATA	BRISTLECONE PINE	B & B	6" HEIGHT	LOW
DECIDUOUS SHRUBS						
JA AM	5	JAMESIA AMERICANA	WAXFLOWER	CONT.	#5	LOW
PO PB	5	POTENTILLA FRUTICOSA 'PINK BEAUTY'	PINK BEAUTY POTENTILLA	CONT.	#5	LOW
RH GR	3	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	CONT.	#5	LOW
EVERGREEN SHRUBS						
PI ME	3	PICEA PUNGENS 'MESA VERDE'	MESA VERDE COLORADO SPRUCE	CONT.	#5	MOD
PI MO	9	PINUS MUGO 'MOPS'	MUGO PINE	CONT.	#5	LOW

NOTE: 50% OF QUAKING ASPENS TO BE MULTI-STEM.

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		

WILDFLOWER SEED

ROCKY MOUNTAIN WILDFLOWER MIX BY ARKANSAS VALLEY SEED, 2LBS PER 1000 SF

LANDSCAPE MATERIAL SCHEDULE

CODE	DESCRIPTION	PRODUCT NAME	SUPPLIER/MANUFACTURER	CONTACT	MODEL #	COLOR / FINISH	SIZE / DIMENSIONS	DETAIL	NOTES
M-01	WOOD MULCH	WASHINGTON CEDAR MULCH	PIONEER SAND OR APPROVED EQUAL	WWW.PIONEERCO.COM 866.600.0652	WASHINGTON CEDAR MULCH	NATURAL	SEE PLANS FOR LOCATION & SIZE OF AREA	2 / LP-502	3" MIN. DEPTH, REFER TO GENERAL LANDSCAPE NOTES
M-02	LANDSCAPE BOULDER	MOUNTAIN GRANITE	PIONEER SAND, FOUND ON-SITE, OR APPROVED EQUAL	WWW.PIONEERCO.COM 866.600.0652	MOUNTAIN GRANITE	NATURAL	MIX OF 2' - 4' DIAMETER, SEE PLANS	6 / LP-501	INSTALL PER DETAILS, REFER TO PLANS FOR LOCATIONS & QUANTITY
M-03	BENDA BOARD EDGER	BENDA BOARD EDGER	EPIC PLASTICS (OR APPROVED EQUAL)	209.333.6161	N/A	TEAK	SEE PLANS FOR LENGTH, EDGER 1" X 6" X 20'	5 / LP-501	TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS
M-04	COBBLE	BULK RIVER ROCK GREY ROSE	SITE ONE LANDSCAPE SUPPLY OR APPROVED EQUAL	303.279.4748		NATURAL	2-4 INCHES		REFER TO PLANS FOR LOCATION AND AREA, COBBLE REQUIRED UNDER ALL EXTERIOR ADU STAIR CASES

TREE REQUIREMENTS - LEGACY WAY (ROW)

REQUIRED	152(1,136' ROADWAY)
PROVIDED	152

- TOWN OF BRECKENRIDGE CODE 9-2-4-2.D.3
- 1 TREE PER 15 LINEAR FEET OF ROADWAY (EACH SIDE OF THE ROADWAY).
 - DECIDUOUS AT 2" CALIPER OR EVERGREEN AT 6" HEIGHT.
 - PRIVATE DRIVES ARE NOT INCLUDED IN RIGHT OF WAY TREE REQUIREMENT TABLE FOR THIS SUBMITTAL. STREET TREES FOR PRIVATE DRIVES WILL BE PROVIDED AT THE TIME EACH LOT IS DEVELOPED.

LEGEND

DECIDUOUS TREES

EVERGREEN TREES

SHRUBS

LANDSCAPE BOULDERS

MONUMENT SIGNAGE

SKI ALLEY MARKER

LOT LINE

EASEMENT

SITE DISTURBANCE ENVELOPE

BENDA BOARD EDGER

APPROXIMATE DRIVEWAY LOCATION

WOOD MULCH

NON-IRRIGATED NATIVE SEED

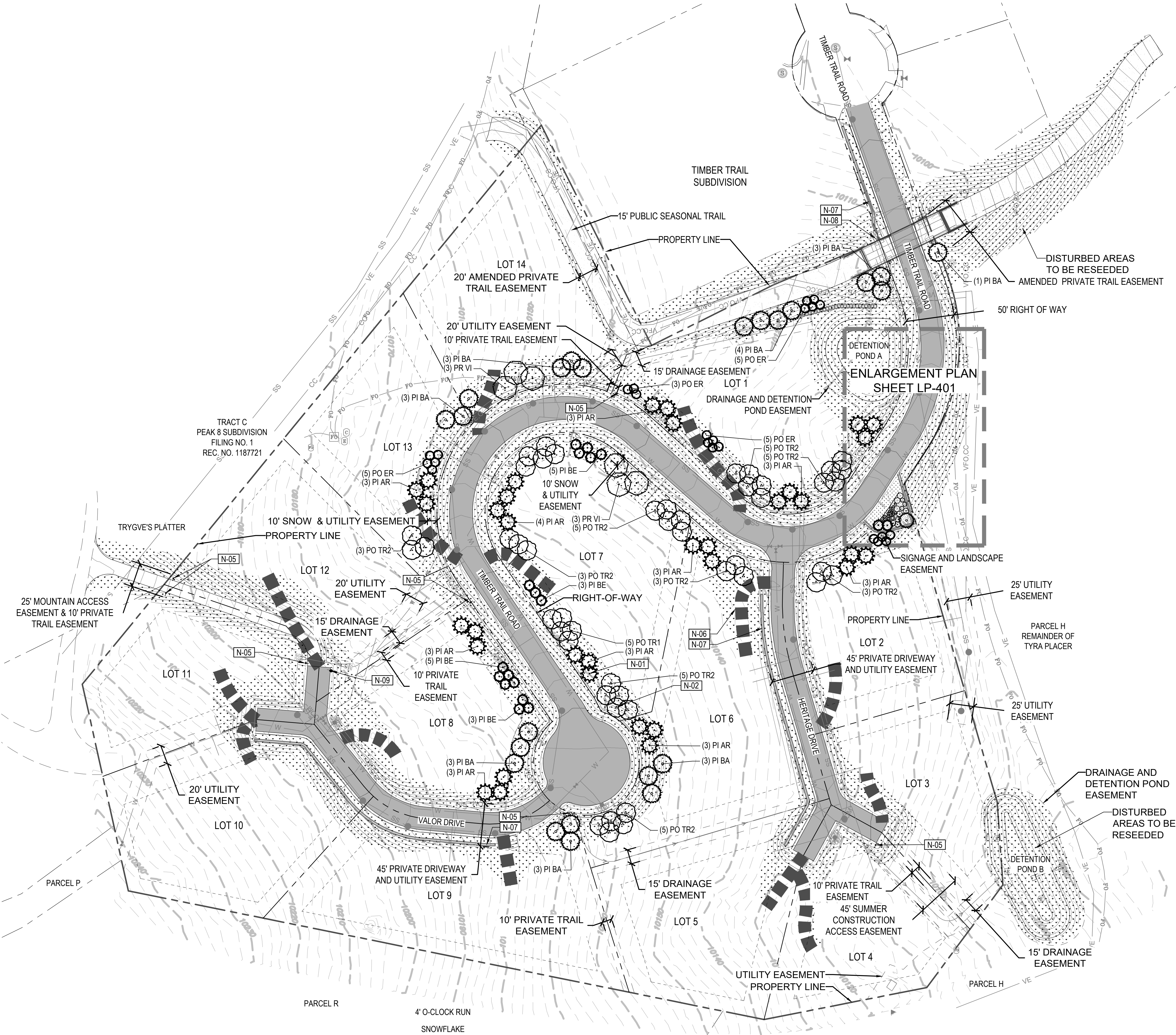
WILDFLOWER SEED

KEY NOTES

CODE	DESCRIPTION	DETAIL
N-01	TREE PLANTING	1 / LP-501
N-02	TREE PLANTING ON SLOPE	2 / LP-501
N-04	MONUMENT SIGNAGE	1 / LP-502
N-05	SKI ALLEY MARKER	2 / LP-502
N-06	POTENTIAL DRIVEWAY	
N-07	RETAINING WALL, RE CIVIL	
N-08	SKI BRIDGE, RE ARCHITECTURE	
N-09	PRIVATE ROAD SIGN	

PLANT SCHEDULE

CODE	COMMON NAME
DECIDUOUS CANOPY TREES	
PO TR2	QUAKING ASPEN - MULTI-STEM
PO TR1	QUAKING ASPEN - SINGLE STEM
PR VI	SCHUBERT CHOKECHERRY
PO ER	SWEDISH ASPEN
EVERGREEN TREES	
PI BE	BABY BLUE EYES COLORADO BLUE SPRUCE
PI BA	BAKERI BLUE SPRUCE
PI AR	BRISTLECONE PINE
DECIDUOUS SHRUBS	
RH GR	GRO-LOW FRAGRANT SUMAC
PO PB	PINK BEAUTY POTENTILLA
JA AM	WAXFLOWER
EVERGREEN SHRUBS	
PI ME	MESA VERDE COLORADO SPRUCE
PI MO	MUGO PINE



NOTE: THIS IS A CONCEPTUAL LANDSCAPING EXHIBIT FOR THIS SUBDIVISION. LANDSCAPING WILL BE REVIEWED AND APPROVED VIA FUTURE LANDSCAPE PERMIT. STAFF WILL REVIEW TIMING OF LANDSCAPE INSTALLATIONS AND REVIEWS PRIOR TO FINAL.

SCALE 1" = 50'

NORRIS
DESIGN

PEOPLE + PLACEMAKING

409 MAIN STREET
SUITE 207
P.O. BOX 2320
FRISCO, CO 80443
P 970.368.7068

NORRIS-DESIGN.COM

VALOR HERITAGE
BRECKENRIDGE, CO

OWNER:
P&E SFL PARCEL 6, LLC

100 S. MAIN STREET
PO BOX 6879
BRECKENRIDGE, CO 80498

NOT FOR
CONSTRUCTION

DATE:
05/30/2025 CLASS A
PRELIMINARY
07/02/2025 CLASS A
RTC 01

SHEET TITLE:
CONCEPTUAL
EXHIBIT
LANDSCAPE PLAN

LP-101

VALOR HERITAGE
BRECKENRIDGE, CO

OWNER:
P&E SFL PARCEL 6, LLC
100 S. MAIN STREET
PO BOX 6879
BRECKENRIDGE, CO 80498

NOT FOR
CONSTRUCTION

DATE:
05/30/2025 CLASS A
PRELIMINARY
07/02/2025 CLASS A
RTC 01

SHEET TITLE:

SNOW
STORAGE PLAN

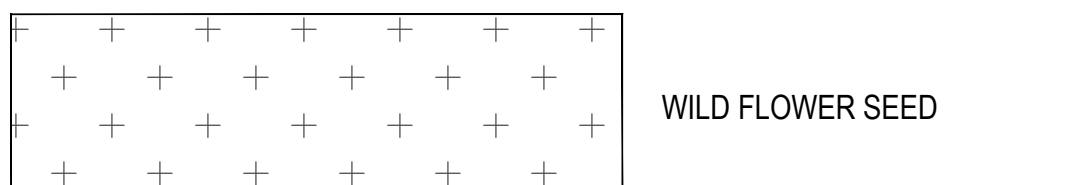
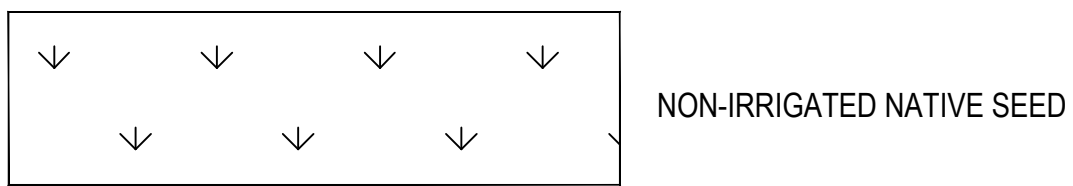
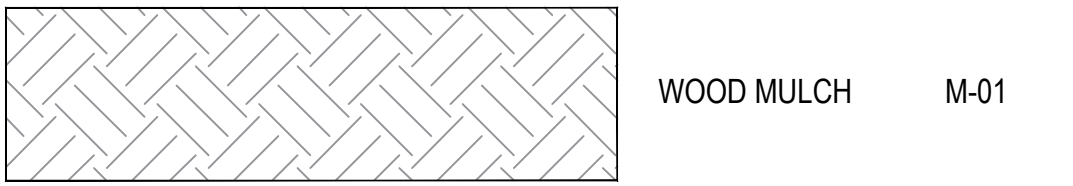
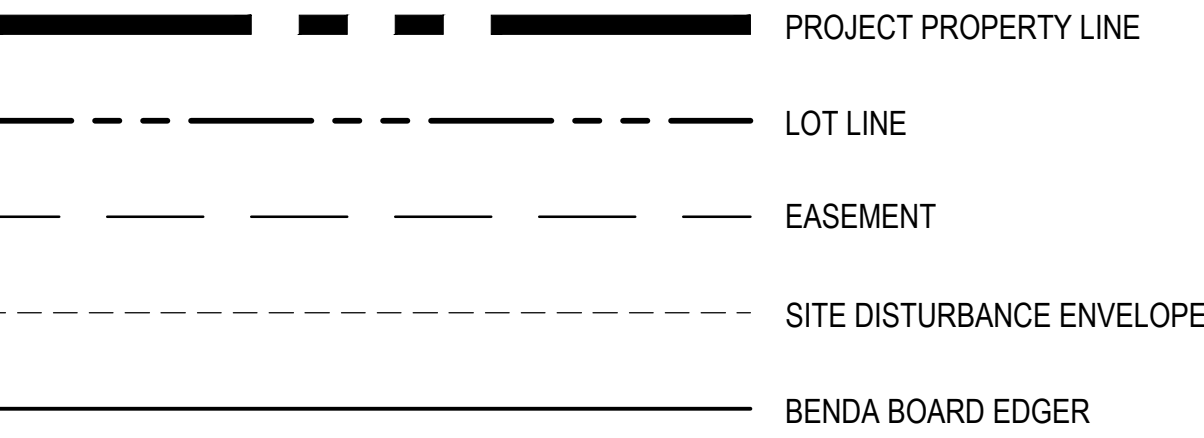
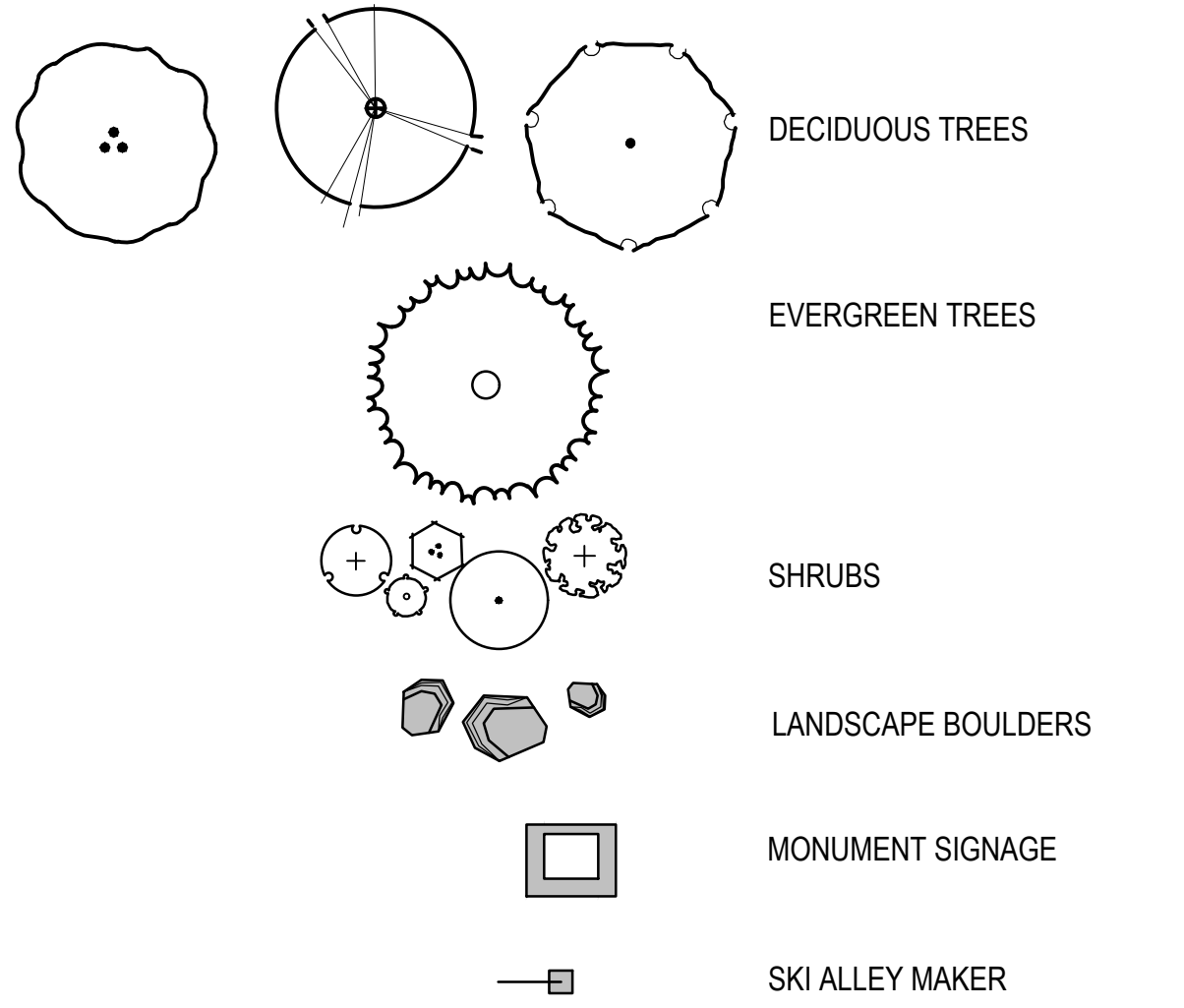
LP-201

OVERALL SNOW STORAGE CALCULATIONS

SNOW STORAGE TABLE			
SNOW STORAGE DESCRIPTION (25% OF PAVING AREA)	TOTAL CONSTRUCTION PAVING AREA (SF)	TOTAL SNOW STORAGE REQUIRED (SF)	TOTAL SNOW STORAGE PROVIDED (SF)
LEGACY WAY- ROW	36,510	9,127.50	14,047.00
HERITAGE DRIVE & VALOR DRIVE	18,537	4,634.25	6,804.00
TOTALS	55,047	13,762	20,851



LEGEND

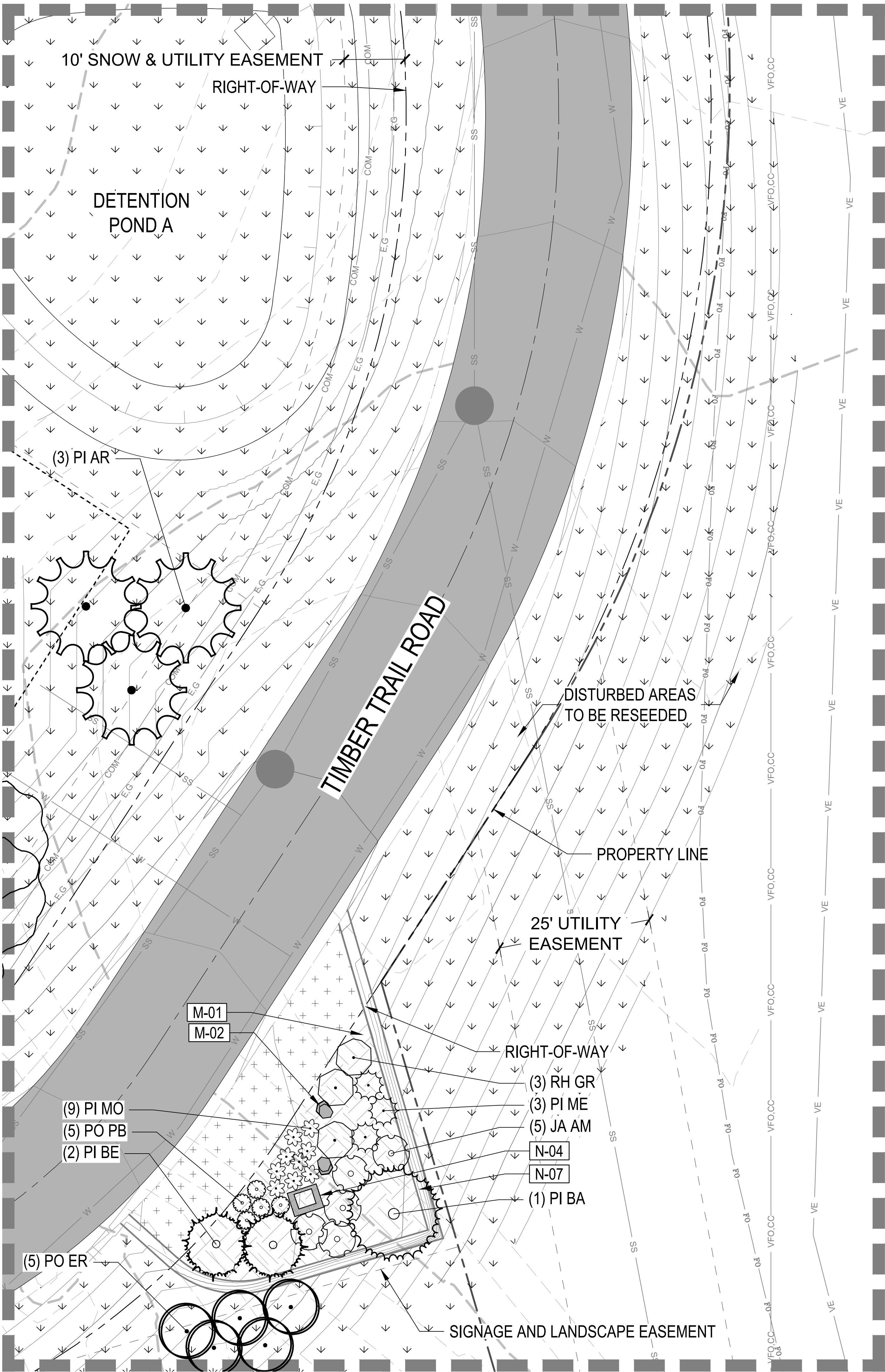
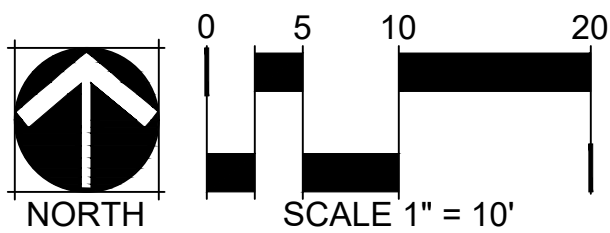


KEY NOTES

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N-02	TREE PLANTING ON SLOPE	2 / LP-501
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N-06	POTENTIAL DRIVEWAY	
N-07	RETAINING WALL, RE CIVIL	
N-08	SKI BRIDGE, RE ARCHITECTURE	
N-09	PRIVATE ROAD SIGN	

PLANT SCHEDULE

CODE	COMMON NAME
DECIDUOUS CANOPY TREES	
PO TR2	QUAKING ASPEN - MULTI-STEM
PO TR1	QUAKING ASPEN - SINGLE STEM
PR VI	SCHUBERT CHOKECHERRY
PO ER	SWEDISH ASPEN
EVERGREEN TREES	
PI BE	BABY BLUE EYES COLORADO BLUE SPRUCE
PI BA	BAKERI BLUE SPRUCE
PI AR	BRISTLECONE PINE
DECIDUOUS SHRUBS	
RH GR	GRO-Low FRAGRANT SUMAC
PO PB	PINK BEAUTY POTENTILLA
JA AM	WAXFLOWER
EVERGREEN SHRUBS	
PI ME	MESA VERDE COLORADO SPRUCE
PI MO	MUGO PINE

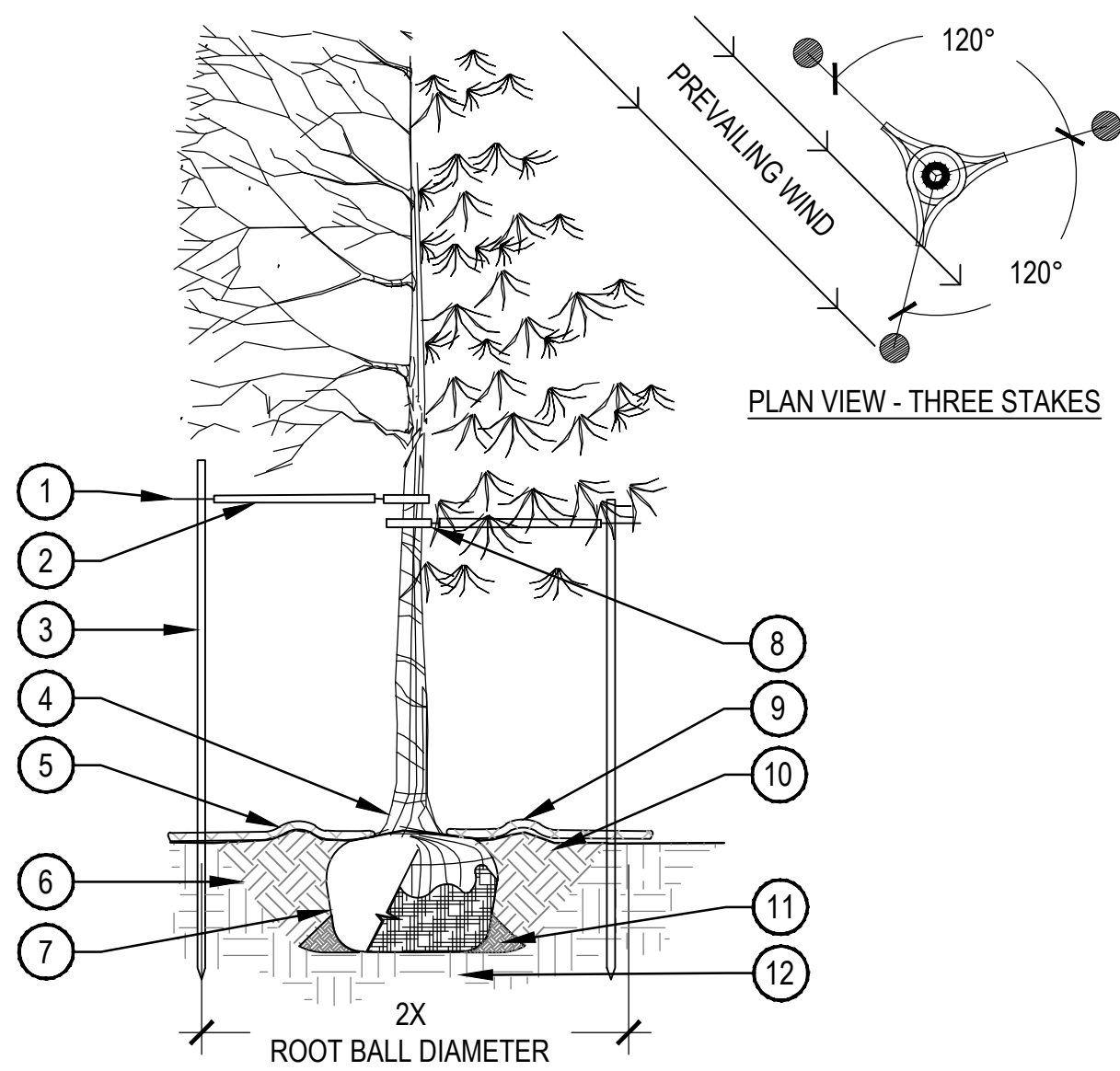


PRUNING NOTES:

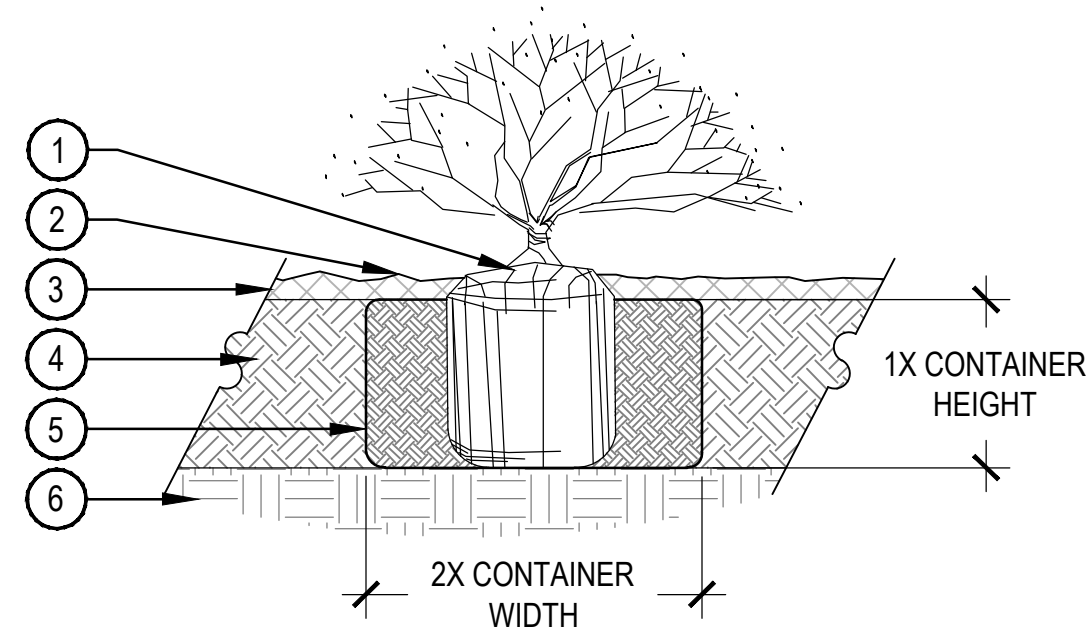
- ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
- DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE 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



NOTE:

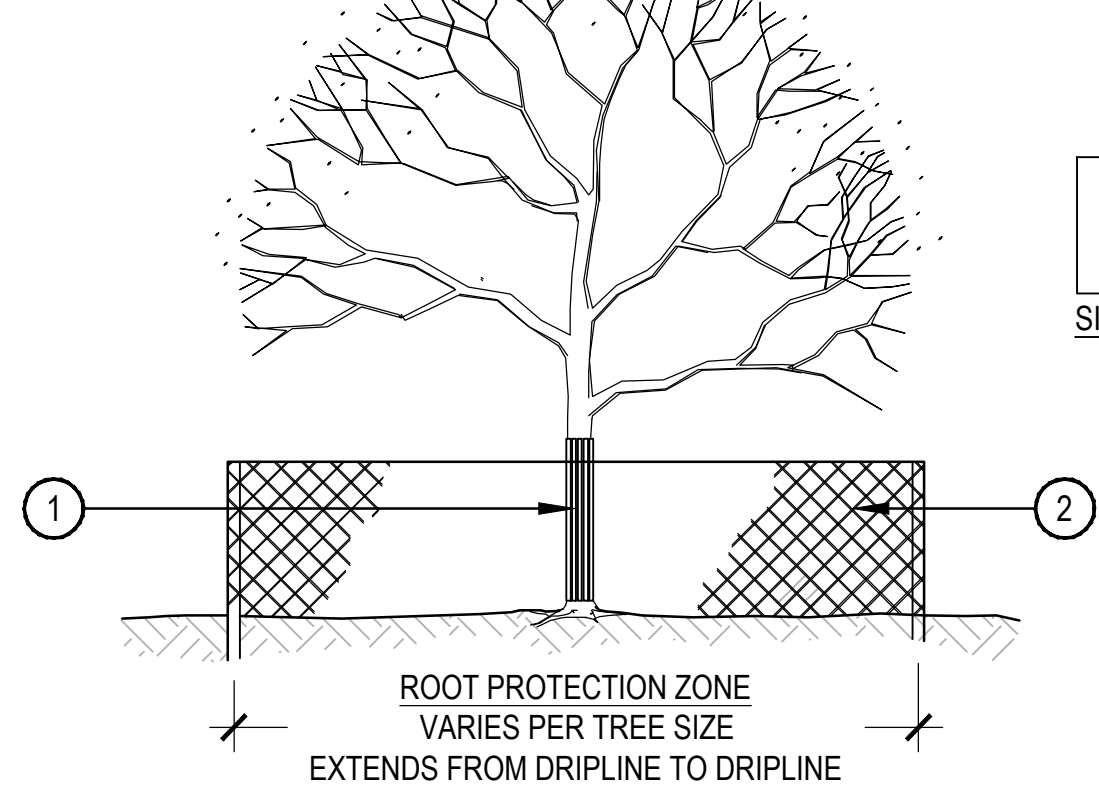
- BROKEN OR CRUMBLING ROOT-BALLS WILL BE REJECTED.
- CARE SHOULD BE TAKEN NOT TO DAMAGE THE SHRUB OR ROOT-BALL WHEN REMOVING IT FROM ITS CONTAINER.
- ALL JUNIPERS SHOULD BE PLANTED SO THE TOP OF THE ROOT-BALL OCCURS ABOVE THE FINISH GRADE OF THE MULCH LAYER.
- DIG PLANT PIT TWICE AS WIDE AND AS HIGH AS THE CONTAINER.
- PRUNE ALL DEAD OR DAMAGED WOOD PRIOR TO PLANTING, DO NOT PRUNE MORE THAN 20% OF LIMBS.

TREE PLANTING DETAIL

SCALE: 3/16" = 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.

TREE PROTECTION

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

NOTES:

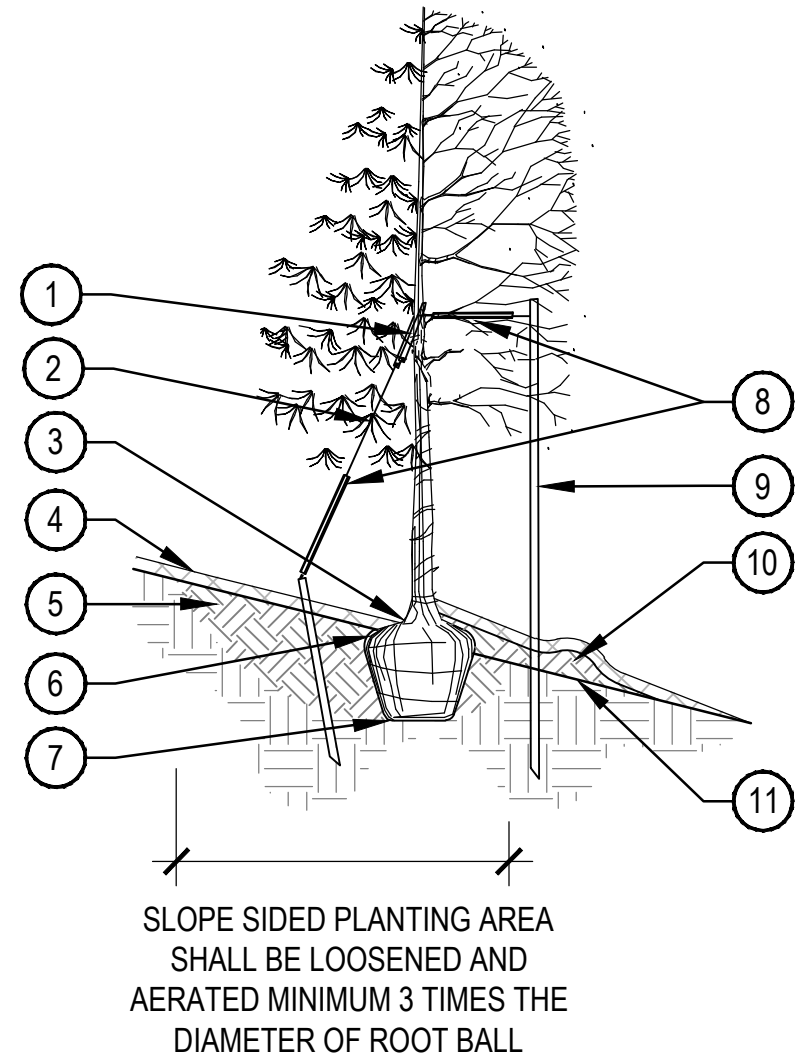
- EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND LESS THAN THE DISTANCE FROM THE TOP MOST ROOT AND THE BOTTOM OF THE ROOT BALL. THE PLANTING AREA SHALL BE LOOSENED AND AERATED AT LEAST THREE TO FIVE TIMES THE DIAMETER OF THE ROOT 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

NOTES:

- THESE ARE FREE STANDING BOULDERS ONLY. BOULDERS ASSOCIATED WITH THE BOULDER RETAINING WALLS, PARK ENTRY SIGNS AND INTERPRETIVE SIGNS ARE NOT INCLUDED IN THIS COUNT.
- THE OWNERS REPRESENTATIVE SHALL APPROVE LOCATIONS AND SIZES OF ALL BOULDERS PRIOR TO PLACING.
- CONTRACTOR SHALL SUBMIT SAMPLE OR PHOTOS FOR APPROVAL.

LANDSCAPE BOULDER

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

TREE PLANTING ON SLOPE

SCALE: 3/4" = 1'-0"

PARCEL 6 SKIER
BRIDGE



COMPACTED GRAVEL ROADBED
OVERLAY

CONCRETE RUB RAIL/CURB FOR WINTER
SNOW SURFACE CONTAINMENT

- CONCRETE BRIDGE ABUTMENT SKIRT WALL WITH STONE VENEER ON OUTER FACE (TYP.)
- STAINED WOOD RAILING WITH WIRE INFILL PANELS AND PAINTED STEEL PLATE CONNECTIONS (TYP.)
- STAINED 6"X6" WOOD RAILING POST (TYP.)
- 24" WIDE FLANGE STEEL BRIDGE JOIST (TYP.)
- 12" WIDE FLANGE STEEL SUPPORT BEAM (BELOW - TYP.)
- 4'X4" CONCRETE COLUMN BASE WITH STONE VENEER & 2" THICK STONE CAP (BELOW - TYP.)

1
L101

PARCEL 6 SKIER BRIDGE

1/8"=1'-0"

PLAN, ELEVATION, IMAGE

DRAWN BY:	JV/ZE
CHECKED BY:	DTJ
PROJECT NO.:	2024017.30
ISSUE DATE:	06/02/2025
REVISIONS:	

SHEET TITLE:

PARCEL 6 SKIER
BRIDGE

SHEET NUMBER:

101



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 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

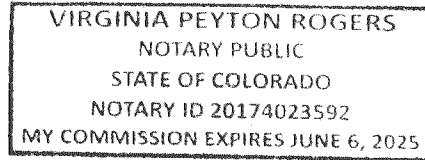
By:


Shannon Haynes, Manager

STATE OF Colorado

COUNTY OF Summit

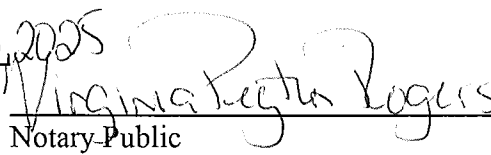
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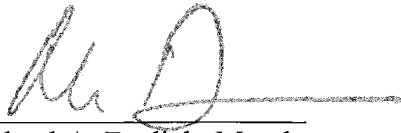
The foregoing instrument was acknowledged before me this 23rd day of May, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: June 6, 2025


Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

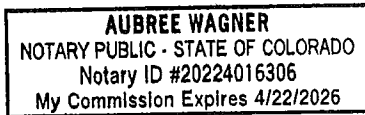
By: 
Michael A. Dudick, Member

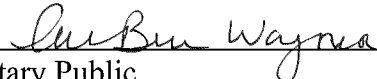
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

GONDOLA PROPERTIES, LLC,
a Colorado limited liability company

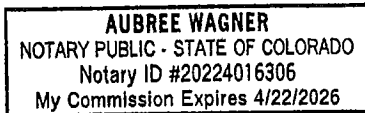
By: 
Michael A. Dudick, Member

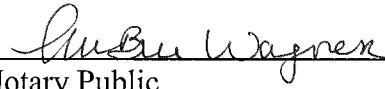
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

LC BRECKENRIDGE HOLDCO, LLC
a Colorado limited liability company

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

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

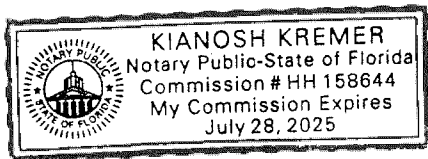
The foregoing instrument was acknowledged before me this 22 day of May, 2024, by Jordan Suppan as Authorized Signatory of the LC BRECKENRIDGE HOLDCO, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: July 28, 2025

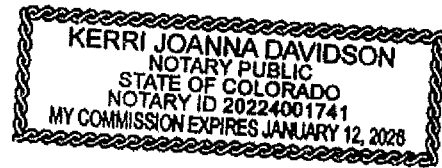
[Signature]

Notary Public



VAIL SUMMIT RESORTS, INC.
a Colorado corporation

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



STATE OF CO)
COUNTY OF Denver) ss:

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

Witness my hand and official seal.

My commission expires: 1/12/26

[Signature]
Notary Public

Signature Page to Development Agreement

29775-27-01

Exhibits with legal descriptions, site plans for lots other than Parcel 6, and wetlands report removed for packet.

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

PEAK 7 & 8

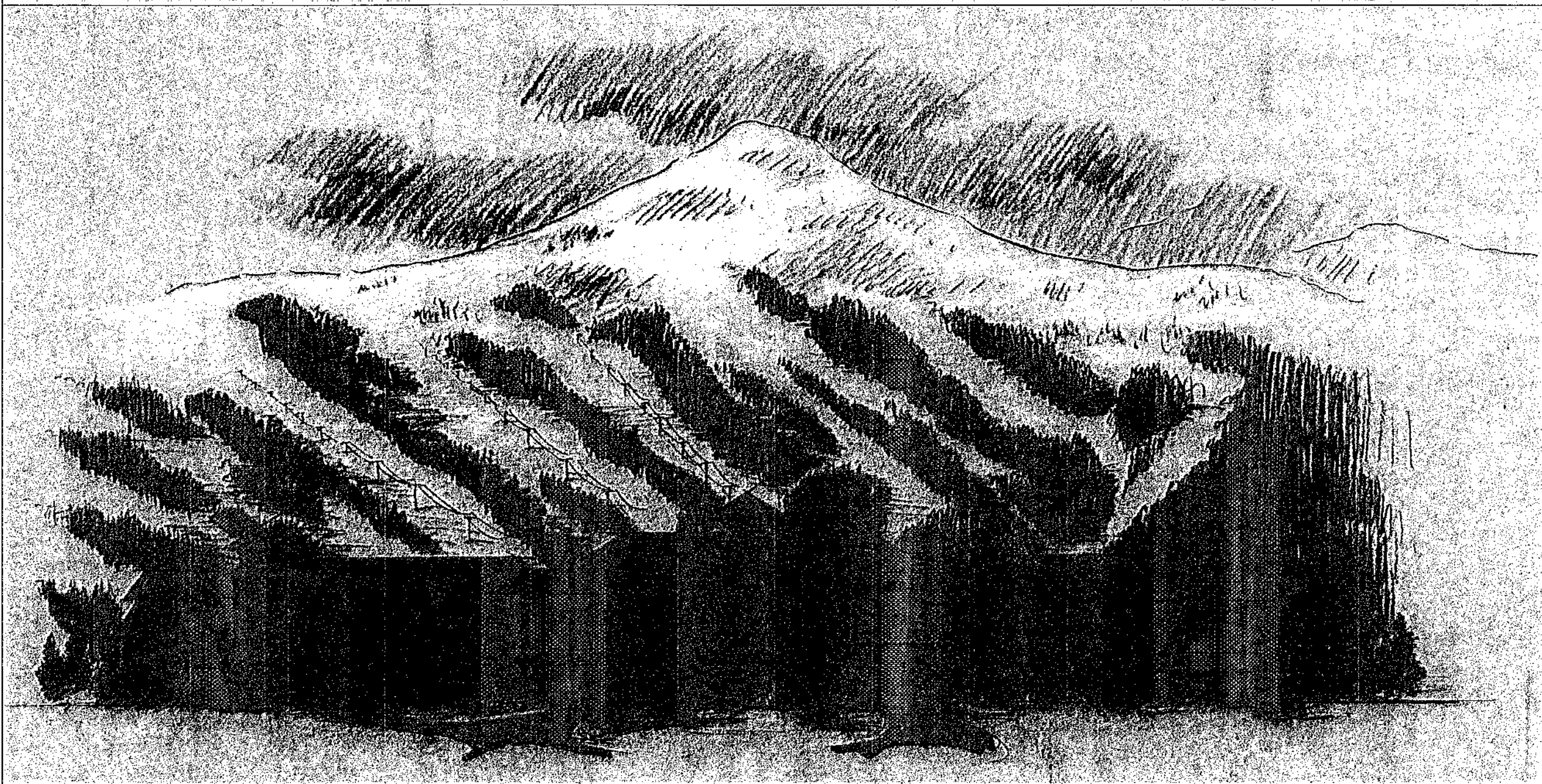
MASTER PLAN AMENDMENT REVIEW SUBMITTAL

May 28th, 2024

PROJECT DIRECTORY

APPLICANT	P&E GRANDVIEW LLC. 100 S Main Street Breckenridge, CO 80424 Contact: Graham Frank Phone: 970.453.863
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
CIVIL ENGINEER	TETRA TECH 719 F Ten Mile Drive/P.O. Box 1906 Frisco, CO 80443 970.423.3420 Contact: Chris Durfee Email: chris.durfee@tetrattech.com

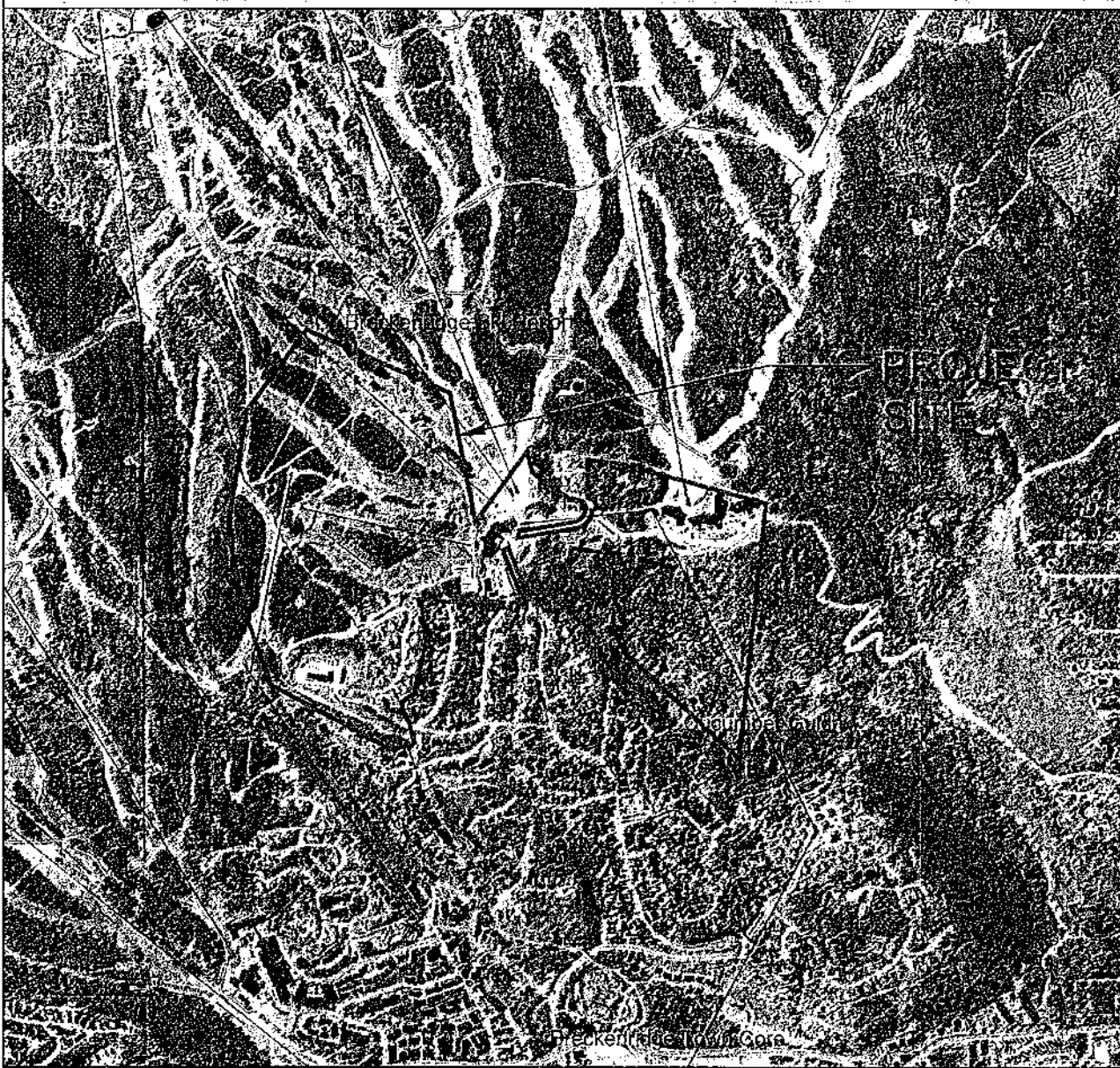
CONCEPTUAL PROJECT RENDERING



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

CONTEXT MAP



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

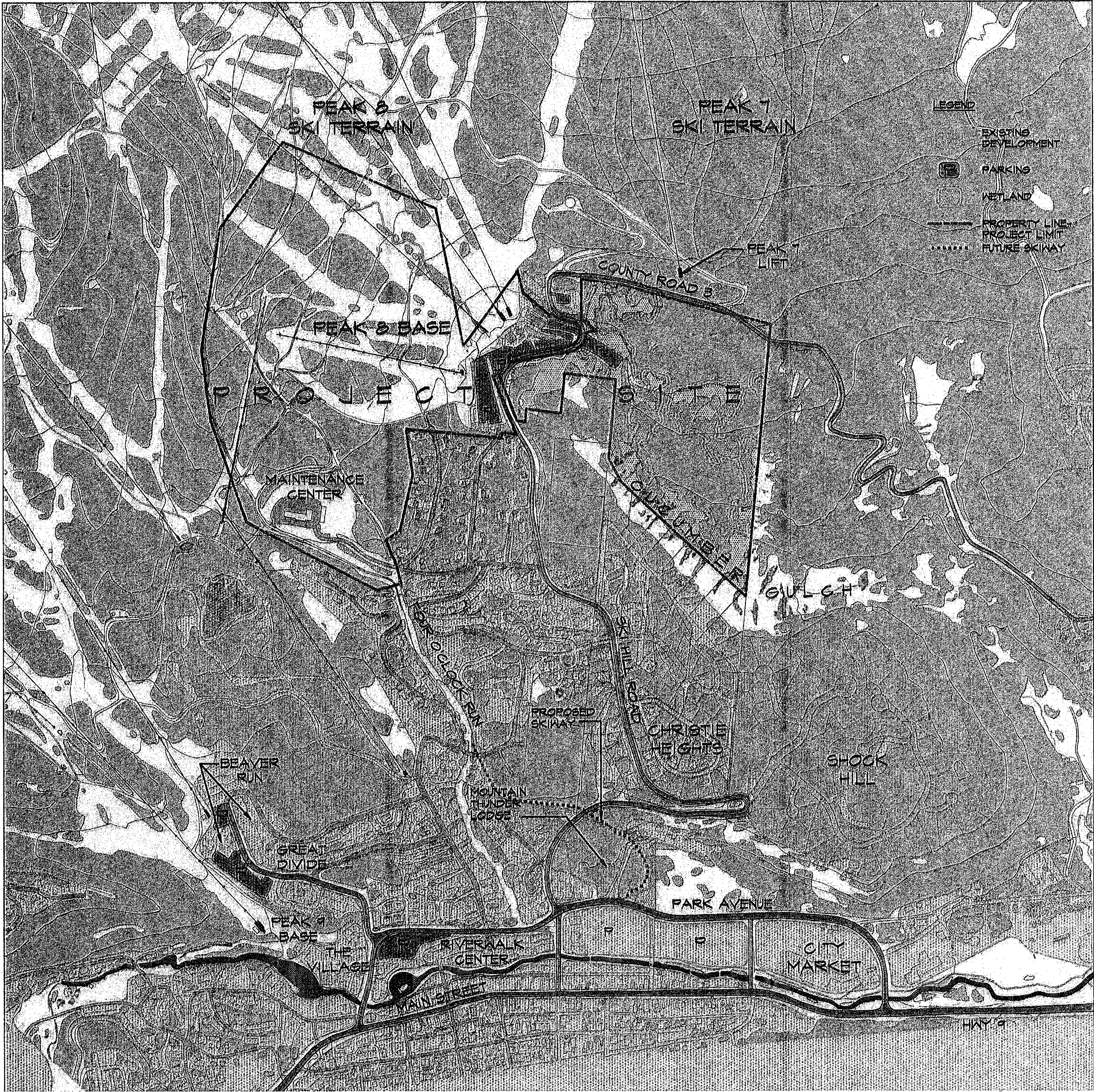
DRAWN BY:	DTJ
CHECKED BY:	BC
PROJECT NO.:	20203024.40
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	05/28/2024

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

SHEET 01



Drawings: U:\2023024.40-Peak 805 CAD\Sheets\01 Master Plan\03 Vicinity Map.dwg
Last Saved: April 26, 2024 11:51:10 AM by Zearhart
Last Plotted: 5/28/2024 10:12:17 AM
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PEAK 7 & 8
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

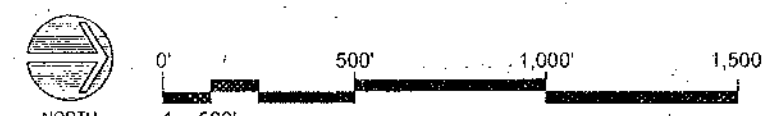
DRAWN BY:	DTJ
CHECKED BY:	BC
PROJECT NO:	20203024.40
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	05/28/2024

SHEET TITLE

VICINITY MAP

SHEET NUMBER

SHEET 02





LEGEND

- PROJECT BOUNDARY
- USFS BOUNDARY
- WETLAND BOUNDARY

dtj
DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

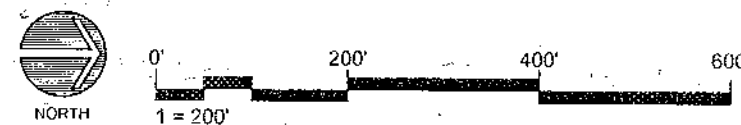
DTJ DESIGN, Inc.
3101 Ins Avenue, Suite 130
Boulder, Colorado 80301
T 303.443.7533
www.dtydesign.com

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

SHEET TITLE:
EXISTING
CONDITIONS

SHEET NUMBER:





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.dtdesign.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
SHEET TITLE:	
FIT TEST	
SHEET NUMBER:	



	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	GUEST SERVICES FACILITIES AND SKI RUNS
D	TIMBER TRAIL	16.3	22	0	0	22	SYNGLF FAMILY RESIDENTIAL
E	MAINTENANCE CTR	15	0	0	0	0	MAINTENANCE FACILITY
F	CUCUMBER CULCH	56.3	0	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

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,

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,

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

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.

Drawing: U:\2023\2024\40-Peak 8\05 CAD\Sheets\01 Master Plan\06: Amendment.dwg
Last Saved: September 3, 2024 2:13:42 PM by Zeehant
Last Plotted: 9/3/2024 2:14:08 PM
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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

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:

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 space at Peak 7 is not used together with the Guest Services Facilities cafeteria at Peak 7, parking within 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.

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 9-1-19-24R of the Breckenridge Development Code as the same were in effect on April 9, 2024, as

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

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 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. 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. 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.

F. 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.

G. 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.

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:

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

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

Cabos 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

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:

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 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 Development Code, as well

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:

MAIL 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

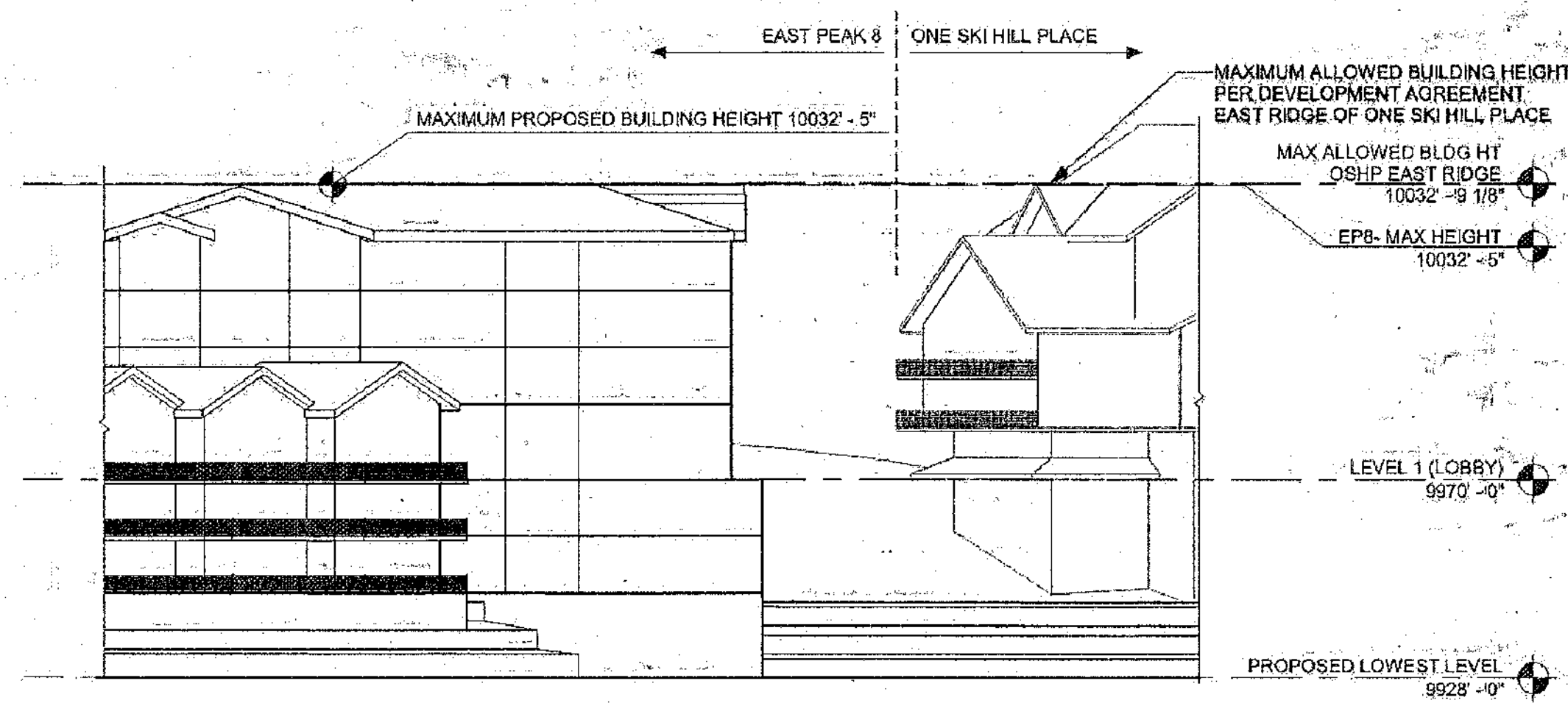
PEAK 7 & 8
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

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

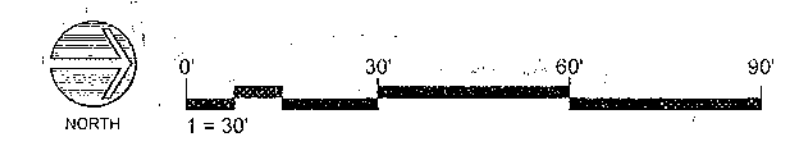
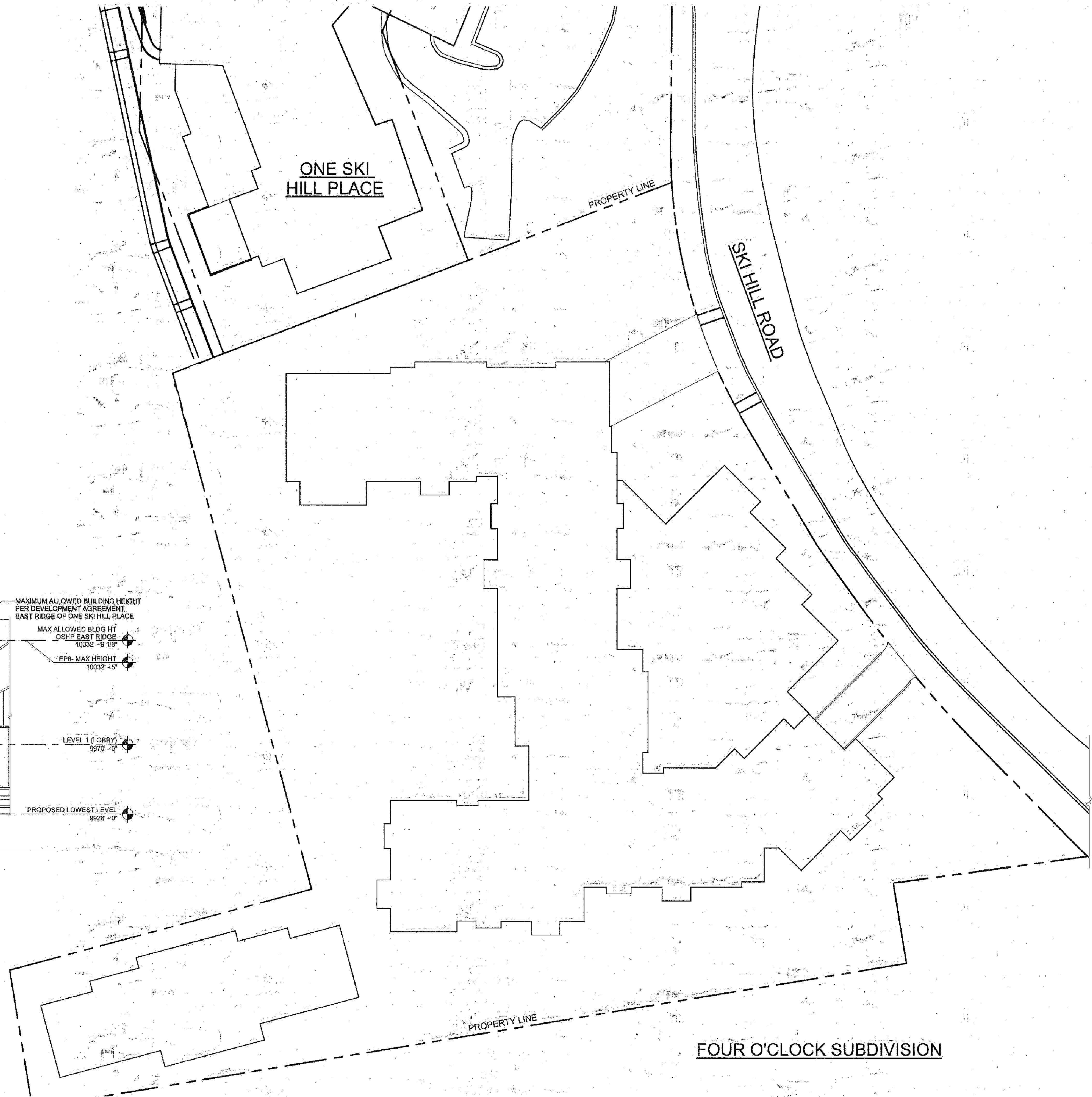
SHEET TITLE:
**BUILDING
ELEVATIONS
EXHIBIT A**

SHEET NUMBER:

SHEET 07



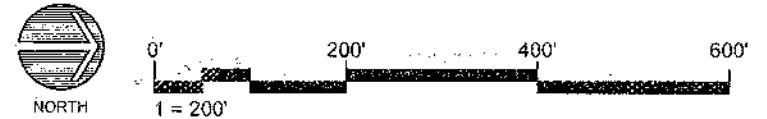
2 **HEIGHT STUDY ELEVATION**
SCALE: 1" = 30'-0"



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

CIRCULATION LEGEND

	EXISTING WINTER AND SUMMER TRAILS
	EXISTING WINTER TRAILS
	EXISTING SUMMER TRAILS
	PRIMARY TRAFFIC ROUTE
	PAVED TRAIL



Drawing: UA2023024.40-Peak 805 CAD/Sheets/01 Master Plan/07 Circulation and Trails.dwg
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Planning & Zoning Review 05/28/2024

SHEET TITLE:
CIRCULATION AND TRAILS

SHEET NUMBER:

SHEET 08



LEGEND

PROJECT BOUNDARY

USFS BOUNDARY

dtj

DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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PEAK 7 & 8

MASTER PLAN AMENDMENT

BRECKENRIDGE, CO 80424

PEAK 8 PROPERTIES

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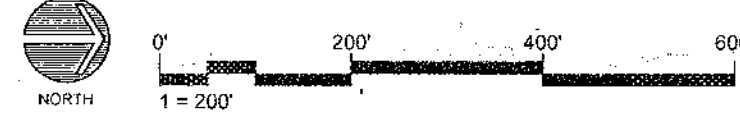
SHEET TITLE:

VIEW CORRIDORS

SHEET NUMBER:

SHEET 09

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LAND USE LEGEND	
	LUD 1,
	LUD 10
	LUD 39
	LUD 40

dtj
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PEAK 7 & 8
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BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

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