



Planning Commission Regular Meeting

Tuesday, September 16, 2025, 5:30 PM

Town Hall Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

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

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

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

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

III. FINAL HEARINGS (5:40PM)

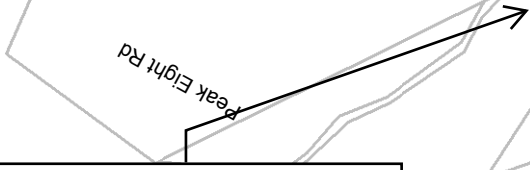
- A. BGV PARCEL 6 RESUBDIVISION PLAT (SVC) TBD TIMBER TRAIL ROAD; PL-2025-0148

IV. OTHER MATTERS (6:15PM)

- A. TOWN COUNCIL SUMMARY

V. ADJOURNMENT (6:30PM)

BGV Parcel 6 Second
Resubdivision Plat



Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the August 19, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the September 2, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

None

WORK SESSIONS:

1. Chalet Breckenridge Change of Use Employee Mitigation Relief (EM)

Ms. Muncy presented a proposal to deviate from the employee housing impact mitigation rates specified by Policy 24 (Absolute) Social Community. The applicant states that no additional employees will be generated from the proposed changes in use. The following specific questions were asked of the Commission:

1. Based on the information provided, does the Commission support a deviation from the current employee generation table and not require any additional employee housing mitigation for the proposed cocktail lounge and fondue restaurant?
2. Would the Commission require the applicant to obtain a third-party analysis to verify the employee numbers provided?
3. Does the Commission have any other feedback for staff or the applicant regarding the proposed changes in use?

Commissioner Questions / Comments:

Ms. Gort: I have a question about the category. We are moving from Taphouse/Brewery/Bar without food service to the counter service fast-food. I am curious about the definition of counter service is, does that include alcohol? (Ms. Muncy: We don't have fast-food and counter service defined within our code. They are common terms. Within the Employee Generation code, there's a section for restaurants, and that section is split into a subsection of either sit-down table service or fast-food counter service. If someone's being served at a table, then it would be sit-down table service, and if someone is going to a bar or to a counter of some kind to go pick up the food and order and everything, then we'd consider it fast-food counter service.) But a bar would be getting their drinks from the counter, right? (Ms. Muncy: Correct. Restaurants are anything with food service. Taphouse/Brewery/Bar is a separate section from restaurants, because it does not have any food service.) So as soon as they have food service, they are considered Restaurant? (Ms. Muncy: Correct. As soon as they have food service, they move from the Tap House/Brewery/Bar without food service category to the Restaurant category, which can either be sit-down service or fast-food counter service.) Have you ever done a prorating of the bar area versus the sit-down table service in a different part of the restaurant? Have you ever done calculations like that, where you merge them together, or even take an average? (Ms. Muncy: I will say the specific restaurant categories were something that were newly adopted. So previously, it was not broken down to this extent. I don't know of anything that we've really done in that

exact way. I do know there was a previous approval where a space split between restaurant service and retail, but I believe that's something more unusual and it's not something we do very often.)

Mr. Frechter: Are we being asked to approve this calculation and the in-lieu fee? Or to waive that? (Ms. Muncy: The applicant is asking if the Commission would support a deviation from the requirement, resulting in either no new square footage of employee housing to be provided, or no fee-in-lieu, because the applicant provided information asserting they are not increasing the use. Staff does not have a specific recommendation.) Okay, so if we don't approve this deviation then the applicant would have to pay this fee? (Ms. Muncy: Correct.) So, the applicant's asking us to approve a deviation. Okay. There is a mistake in your calculation table; the result is still correct but the square footage in the second to last box should be 154, not 218. Ms. Muncy: I will correct that.) Using the previous tenant as the example, did Brooklynn's Tavern serve food? (Ms. Muncy: They did not.) They did not serve food, but they had 8.5 employees and the applicant is serving food and they say they can do it with six employees. (Ms. Muncy: Correct.)

Mr. Guerra: Ellie, can you remind us, on Highside Brewery Taproom, there was no food service, was there? (Ms. Muncy: There was no food service.)

Chalet Business Owner, Terry Barbu: My name's Terry Barbu, and thank you guys for hearing this out. I've done a lot of restaurants in this town. I've done Bangkok Happy Bowl, Flipside, Blue Stag, Whiskey Star, Breckenridge Ale House, Luigi's. Those are all my designs, all my concepts, all the things that I've done in this town over the last 13 years. I believe in this town, I love this town, but I think we've kind of gotten to a point where this is asking too much, on this. The whole part of this code that says that either if you do a new build, or you change the intensity of employees, that's where the mitigation comes in. And I've proven, just because Brooklyn's ran a really bad business and just because they decided not to do the things that would save them from being removed from any type of insurance or this town doesn't mean that if I do a good job, that I should have to pay for it. And that's kind of my frustration is the fact that we're just trying to create an upscale, 30-plus speakeasy. It has tables, but not like a regular restaurant. There's only eight seating groups in the entire place so it's not this huge business. We're not going to take 2,300 square feet and turn it all into table seating, because it's not. It's all couches and cocktail tables. It's a place that people can go after they go out to after dinner that are a little bit older, that don't want to go stand in a bar, that don't want to do things along those lines, and so that's what Chalet is. We went to Switzerland; we're designing a 1920s chalet on the interior with logs and furniture. We have a \$143,000 furniture order ready to go over at iFurnish for this place. It's going to be absolutely beautiful; drive people into this town. It's something that I think will make national attention. It's frustrating to me that I've got to buy a house in order to remodel a restaurant. And that's all I'm doing. I already paid a lot of those PIFs that you guys asked for by buying it from the previous owner. That's what he sold it on. He didn't have insurance anymore, he couldn't run that restaurant anymore. We're taking a tavern license and turning it into a tavern license. We're taking the same number of employees and keeping them, but we're redistributing them. But we're keeping that same number going. And just because they didn't serve food when they are legally required to serve food doesn't mean that I shouldn't do something good if I'm going to have to serve food. We're taking nine employees that they ran on a full-time basis, and we're doing nine employees. We'll obviously drop down in shoulder season, but I think this restaurant will generate, or a speakeasy, will generate three times the revenue of what Brooklyn's did.

Mr. Frechter: I guess you are saying that when Brooklynn's Tavern had a lot of people, it was shoulder to shoulder packed?

- Mr. Barbu: Sure, in the beginning it was absolutely packed. Obviously, the pool tables do take up space. They would run a DJ in there basically five nights a week towards the end, you know? In the beginning, they had food. In the beginning, they did things the way that the liquor laws require, you know, and then over time, they just got away from everything, and they turned more into more of a situation where three severe injuries occurred with police there almost every night. We are absolutely getting rid of that whole attitude, that whole crowd, and going with something more mature, but bottom line is, they had the same number of employees as we're going to have. We are not changing the intensity of employees. We're simply rearranging them into a better way to make this place what it is.
- Mr. Frechter: I see they had three security people, is that an area that you will be cutting back?
- Mr. Barbu: First, we do a lot of different training than they do. We train people on how to de-escalate situations, not escalate situations. But we're not trying to create that kind of space. We're designing a speakeasy, and I think everybody's got a vision of what a speakeasy is. Our main couch is \$13,700 in the middle of the space. This is not a place that's going to be like this. This is going to be quality, it's going to be beautiful, it's just going to be different than a bar. So yes, they had three security guys, and even that wasn't enough for them.
- Ms. Gort: For the off-site food prep, how much will that increase labor at your other restaurants?
- Mr. Barbu: I've got four other restaurants right now. We're doing three things, fondue, flatbread pizzas, and charcuterie. Whiskey Star already does a ton of cheese prep and meat prep and everything along those lines, so it's not going to increase any employees there, it's just going to give them something to do during the down times. Whiskey Star does all of their food cooking, everything is prepped before we even open at 11 o'clock. After that, it's just maintaining those food levels, and it gives them perfect time that they can do this other prep work. As far as the, fondue, it's a sous vide. So you get the cheese in a packet, it goes into a hot water sous vide, it comes out, and then it just gets poured into the fondue dish, which keeps it hot. And then the last thing, like I said, is the flatbread pizzas, which we're doing up at Ale House, bringing down and then just putting them in a convection microwave oven, and it basically heats them up in 2 minutes, and then they get served. So, that's not going to increase. The daytime at Ale House Pizza is very slow. We can make thousands of pizzas during that time.
- Ms. Gort: So what I am hearing is that it is not going to impact, but what about dishes? Because you're going to have these fondue pots.
- Mr. Barbu: We already have the employees standing around doing nothing. We'd rather give them something to do. We have a dishwasher that's going in. The kitchen is mainly a cleanup area. It's got two big pan sinks, it's got a dishwasher in it. It only has one cooler, it has one of those turbo prep, or those turbo microwaves that I was talking about, and a hand sink, and that's it. So everything kind of comes down, it's prepackaged. Cheese is already cut, meat's already cut, it gets assembled there and taken out, or dropped off. I would love to do this right. I would love to make this as just a showcase for this town. If I have to do counter service to save spending \$200,000 on a deposit on a house, and then deed-restricting it and dropping it by \$300,000 in value, that is more than I'm spending on most of this project, you know?
- Mr. Smith: The cocktail waitress will bring out drinks, but then you'd have to go up to the counter to get the food?
- Mr. Barbu: It's crazy, isn't it? I'd love for those two employees to actually be able to bring the food out, but then it's considered table service, even if there's only 8 tables. I'm stuck with the ruling of, we've got to do it this way, so if that's the way that you guys want it, then that's the way I think it should be. Obviously, I'm trying to create an experience. Alcohol drinking is going way down. You know, people are drinking a lot, lot less, so we're trying to create an

amazing experience for a guest. Not just trying to create a bar that you go to. This is a place that all of you will enjoy. I mean, absolutely. This is not for kids. This is for when you're going out on a special occasion. This is when you're out for a special night, this is where you'll want to go. It's beautiful. Like I said, everything's Chesterfield couches, it's everything of a 1920s speakeasy in a Swiss Chalet.

Mr. Barbu: Thank you, guys. Like I said, I'm taking nine employees and making it nine employees.

Ms. Gort: In the drafted conditions, if you go over six employees, have you ever seen any auditing, is that something we do commonly?

Mr. Barbu: I don't know about that. I put that we're going to have nine employees on our busiest night. I kind of broke it down for you guys in that letter as to how we'd use those employees. Obviously, we all realize this, between December 15th and basically the first week of April, it's all hands on deck. But after that, things slow way down, you know, to a point where this will close for a month or so, because this is a place that you want to be busy, that you want to be full, that you want to have that energy level and I don't want to open it if it's just one or two people are in there. So, it's a little bit different. You are basing your restaurant calculation, your full-service sit-down, on the fact that I could fit 120 people in here, and it's not that. It's these seating groups that are there for enjoyment and they're there so you can have a good time without being on top of each other.

The work session was opened to public comments. There were none and the comment period was closed.

Commissioner Comments:

Mr. Leas: I feel your anxiety and frustration, and I want to remind you that this panel simply reviews the rules that have been handed to us. Then make the judgment about whether or not the issue in front of us fits into the rules of that category. Your frustrations and anxiety are really something that needs to be taken up with the Town Council, because they're the ones that tell us what to do.

Mr. Giller: Workforce housing is a challenge for the Town. The Council has a good intention and has been quite successful in getting business owners that create the demand for workforce housing to help support that. I am concerned that this is a difficult work, or task, for the Town to legislate or police. I do support it in this case but it seems like a fine line between a waitress serving and somebody walking up to a counter and picking up food. I foresee problems in the future with other restaurateurs.

Mr. Smith: I also echo those same concerns. It seems like something that could be implemented in the front end. But much like you said, Brooklynn's was forgotten after a bit, and then it becomes a regular waitress served restaurant scenario. I would hope the recommendation also includes not only the employee generation of six employees, but also that the business model stays as counter service and bar as recommended by the information that has been presented to us.

Ms. Gort: It is very complex and I can see the Town has a lot of good intentions with their rates established. I do like what you are doing with lower density. I have complaints about the loud environments and not being able to hear my friends when going out. I don't even care about the food anymore, I've gotten to that point. But I do feel like we have this code and you are unfortunately fitting under the definition of food service, I don't know if you fit in under any of the definitions right now. (Mr. Barbu: The very beginning of the code says if you're changing the intensity and I am not changing the intensity. That is what is confusing to me. Based on this chart and this graph, I should be changing the intensity, but we are not a typical restaurant. We are not just a bunch of tables in a room, these are eight individual groups of tables. We are going to have cocktail service going out there.) I am leaning against what you are proposing. I think that maybe a third party could come in and give

some evidence. I also think the conditions of approval are too extensive to enforce in my opinion.

Mr. Frechter: My main concern is setting precedent, just like with Highside. I was actually very skeptical of Highside's model, even though they're experienced operators. I was skeptical of Pho Real's model of increasing capacity, and I voted against for that reason. I think I am willing to overlook my skepticism based upon your experience in running successful restaurants here. I do foresee a problem that you get a high-care client and they are told they have to go pick up their food at the counter and that may impact what they think of the service. If you were a new applicant, or new to the restaurant business, I might be much more skeptical of the model, but I am a little more open now in terms of how you can run this with that number of employees.

Mr. Guerra: I am in agreement with my fellow Commissioners on the comments about the Town and how they work very hard to provide workforce housing and the cost of that including the subsidies that we provide. Part of this program is to have the business owners in Town to support that. I am in support of that. I have a problem with the food service and that you are going to provide the food from other restaurants that you own. I know you are stating that it won't add additional employees at the other locations, but I have a hard time buying into that. You will be adding more work to them, and that, in affect, is another employee, in my mind. I am having a hard time supporting a deviation on those terms. So, I will have a hard time voting yes on that.

Mr. Giller:

1. No
2. Yes
3. None

Mr. Smith

1. I would support a deviation with the conditions that are provided and possibly bolstered.
2. Yes, a third party would be good.
3. No other feedback.

Ms. Gort:

1. I do not support a deviation.
2. I support a third party analysis.
3. My recommendation is since these are becoming more popular, the speakeasy style, we should add another category to our table. That's my suggestion to staff.

Mr. Frechter:

1. I'd say yes on one with my fellow Commissioner Matt Smith's suggestion that they're bolstered.
2. Yes, perhaps that would be the bolstering, that some kind of analysis or audit is done once a year to confirm that the numbers are meeting what was stated here.
3. I like Elaine's suggestion. We have previously had work sessions discussing the changing of categories for different establishments.

Mr. Leas:

1. I am conflicted enough with the requirements that the Town places on the business and in this case restaurants. They are difficult for the entrepreneur to accommodate and make happen. Having said that, I believe the Town has done their best to spread the cost of employee housing around. And in this case, that cost falls on the entrepreneur who wants to start a new restaurant concept in this space. While I am sensitive and supportive of that feeling, I think the way that the code is written, I would have to vote no on number one.

2. Yes
3. No other comments.

Mr. Guerra:

1. As I said, I am having a hard time supporting a deviation from the employee generation table. I vote no on that.
2. Requiring the applicant to obtain a third-party analysis, it seems that if we're voting no on supporting a deviation, that becomes moot.
3. No other feedback.

Mr. Guerra: The application for deviation has been denied.

Mr. Barbu: You know, it's horrible for this to happen, and I will no longer be building any restaurants in Breckenridge. You guys are so anti-business, I think it's insane. What a shame.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:16 pm.

Ethan Guerra, Chair

Planning Commission Staff Report

Subject:	Final Hearing for the Valor Heritage Subdivision (BGV Parcel 6) (Class A Subdivision Final Hearing, PL-2025-0148)
Proposal:	The applicant proposes to create a new subdivision of 14 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:	September 12, 2025 (for meeting of September 16, 2025)
Project Manager:	Sarah Crump, AICP, Senior Planner
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.

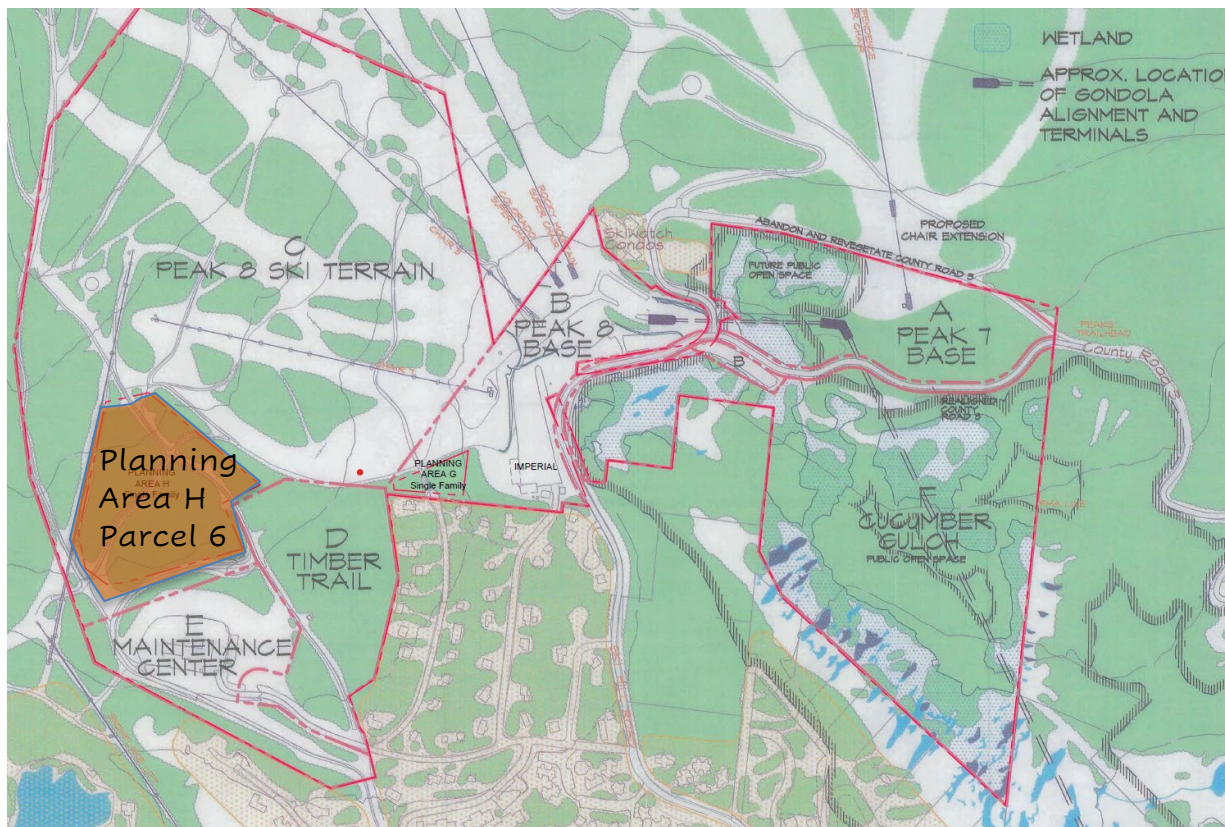


Figure 1. Planning Area H/Parcel 6 Vicinity Map.

A preliminary hearing for this subdivision application was held July 15, 2025. At this hearing, the Commission echoed staff's concerns that the proposed disturbance envelopes were too large and did not effectively mitigate potential site disturbance because of their sizes. There were additional concerns that the previously proposed envelope size would allow sprawling programming across too large a portion of the lots.

Staff Comments

Since the preliminary hearing, the applicant has substantially revised the proposed disturbance envelopes both in location, shape, and size. Other revisions included comprehensive changes to the way overlapping easements are displayed on the plat map through differentiating hatching and line weight; however, the proposed location and size of easements has not changed. All easements and encumbrances are now shown on sheet 3 of the proposed plat with dimensions and details shown on sheet 2. Between preliminary and final hearings, the applicant also held further meetings with the adjacent Timber Trail Subdivision HOA. One result of these conversations included eliminating the proposed skier bridge that would cross Timber Trail Road. Instead of a skier bridge which was removed from the application, there will be an at-grade crossing for skiers to traverse the existing private trail easement and cross Timber Trail Road at the north boundary of Valor Heritage Subdivision. Staff believes that the revisions provided have addressed the comments and concerns of staff and the Commission. The revisions to the disturbance envelopes are further described below.

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 amended 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, and shuttle service. Staff has reviewed the plat notes referring to these requirements and has no concerns.
- The subdivision is subject to Article 4.3 of the Development Agreement vis-à-vis sale of subject parcel lots. Eight lots must be restricted and held by the applicant, not sold to a third party, until both the completion of employee housing on Parcel 2 and CDOT acceptance of the roundabout improvements at French Street and/or security bond for the roundabout improvements. Which eight of the lots are to be restricted is determined at the discretion of BGV and may be changed by them with written notice to the Town.

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 Timber Trail Road extension cul-de-sac.

The applicant also engaged Norris Design after the preliminary hearing to complete an evaluation of the proposed disturbance envelope locations as overlaid with existing tree stands and potential driveway locations. This evaluation was also taken into consideration when revising the envelope locations. 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.

9-2-4-3: Drainage, Storm Sewers, and Flood Prevention: There are two proposed drainage ponds and associated easements for the subdivision, one on Lot 1 and one partially on 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. A revised preliminary drainage and civil site plan has been provided by the applicant and reviewed by Engineering.

Drainage will be evaluated again with the submittal of an infrastructure permit for the subdivision improvements and any site-specific Development Permit applications. Drainage plans 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 as part of their infrastructure permit application.

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 has no concerns.

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 and the Commission expressed concerns at the preliminary hearing that the proposed envelopes did not achieve the goals of disturbance envelopes as set forth in the subdivision standards.

The applicant has revised each lot's disturbance envelope and made substantial modifications to the location, size, and/or shape of each. The applicant also provided information on the adjacent subdivisions, Timber Trail Filings 1 and 2, and the percentage of lot coverage that the existing disturbance envelopes include in those subdivisions. This information was further verified by staff. Barring one outlier lot of 18 percent, Timber Trail Filings 1 and 2 disturbance envelopes range in size from 5,486 square feet to 16,864 square feet and cover between 32 to 44 percent of the lots. The Valor Heritage Subdivision has, on average, slightly larger lot sizes than Timber Trail. The revised disturbance envelopes now range in size from 10,788 to 16,983 square feet and cover between 32 and 39 percent of each lot. With discretion given for the larger lot sizes, the percentage of disturbance envelope lot coverage as revised better aligns with the average disturbance envelope lot coverage of Timber Trail. Staff finds the comparison to Timber Trail Subdivision disturbance envelopes to be a valid metric, considering that the size of homes, topography, and desired programming will be similar within Valor Heritage to those of the existing Timber Trail Subdivisions. The reduced envelopes will still 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 some outdoor programming, but not so large that they effectively follow the setback lines of the properties and maximize disturbance potential. The revised envelopes will provide better buffering and setbacks between residences and consider existing slope and natural tree stands. Staff appreciates the revisions and believes the revised disturbance envelopes now meet the intent of the subdivision standards.

Specific examples of the most substantive envelope revisions are shown below.

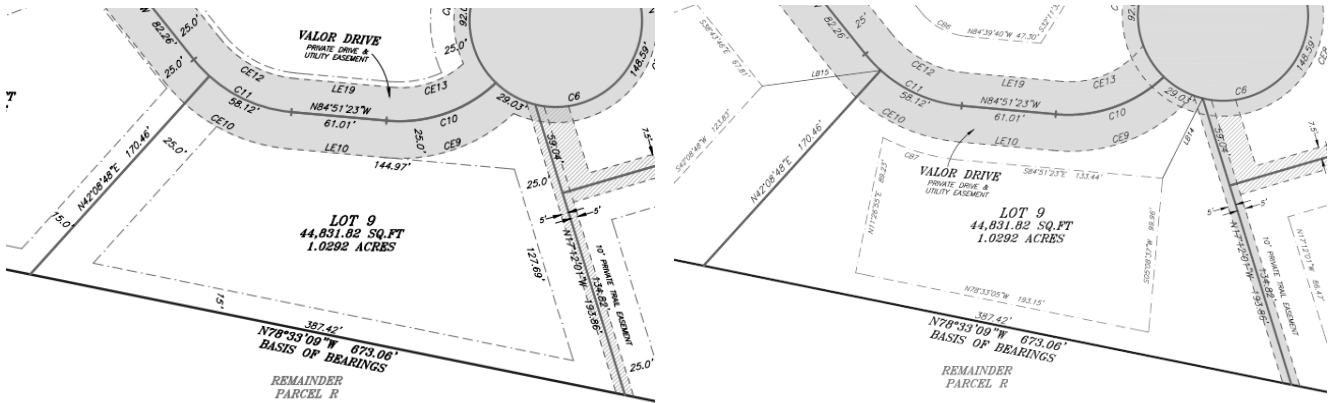


Figure 2. Left: Image of previously proposed Lot 9 showing the disturbance envelope following the private drive easement along the northern portion of the property. Disturbance envelopes should not abut proposed drives and/or driveway access easements. Right: Revised disturbance envelope on Lot 9. The envelope no longer extends to the far west and east of the lot, creating better distances from neighboring lots and is no longer directly adjacent to the shared access easement.

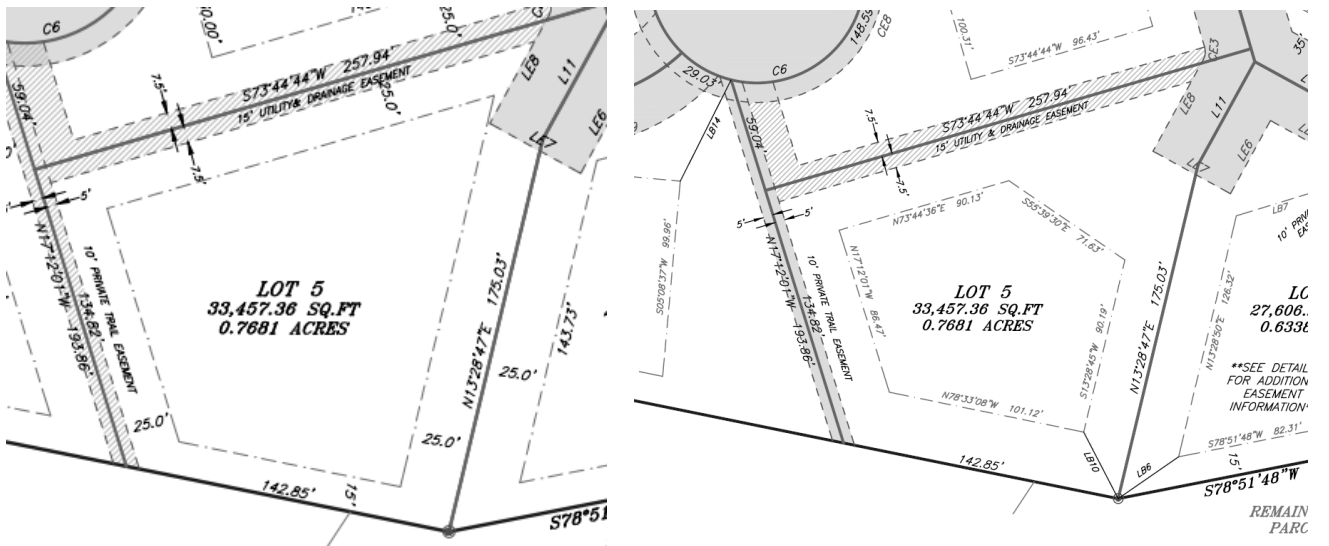


Figure 3. Left: Lot 5 showing previously proposed disturbance envelope at northeast corner (top right) of property following shape of lot and therefore directly abutting private drive access. Right: The Lot 5 revised disturbance envelope is reduced in size and further from the shared private drive.

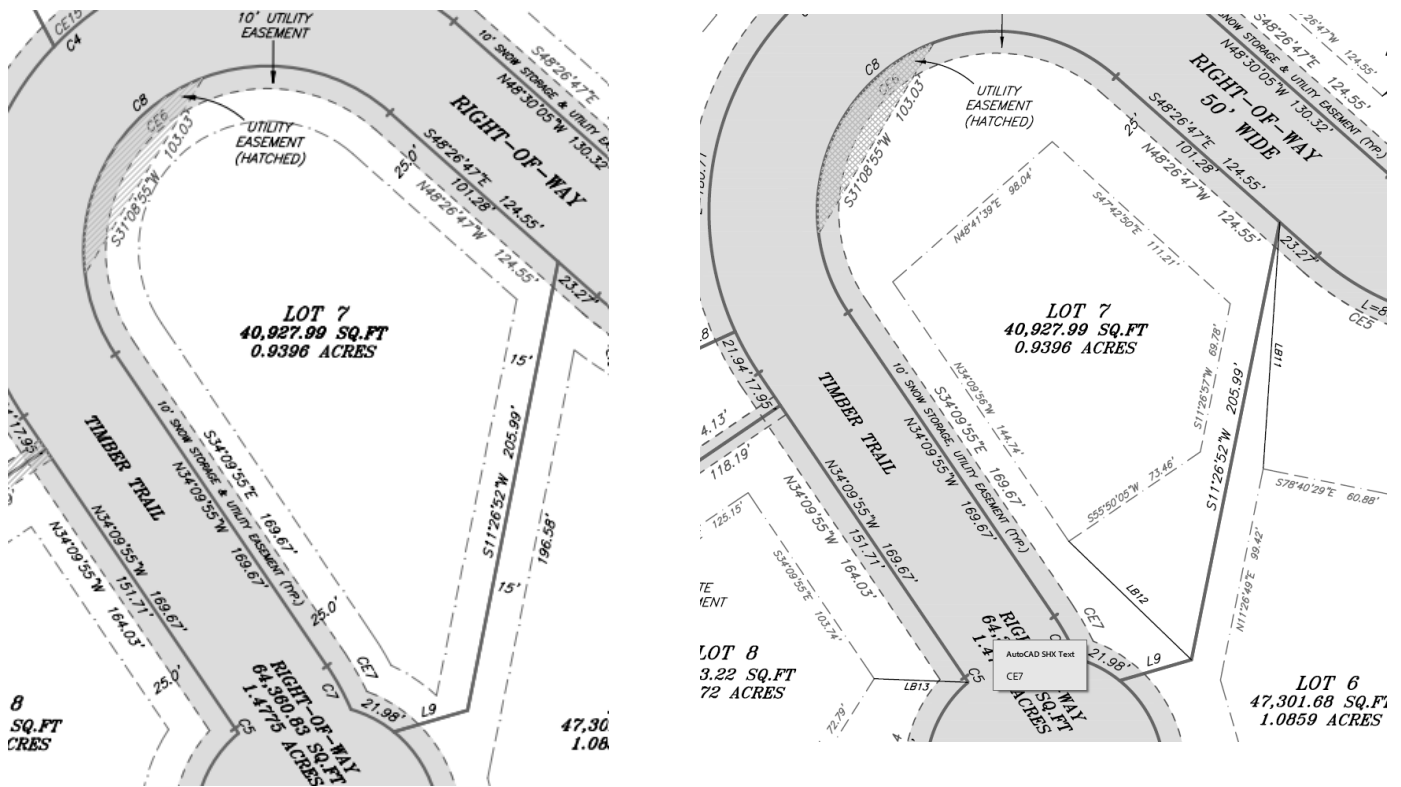


Figure 4. Left: Lot 7 showing previous disturbance envelope following required setback line, resulting in a "disturbance" envelope that allows disturbance -- including buildings, decks, and patios -- on the vast majority of the lot. Right: Revised Lot 7 disturbance envelope is essentially halved in size and no longer extends across the majority of the lot.

This section of the Subdivision Code also requires minimum disturbance envelope setbacks of 25 ft. for front, 15 ft. for rear, and 15 ft. for side with a combined side yard setback of 50 ft. or greater. The application meets this requirement. Staff has no concerns.

9-2-4-7: Pedestrian and Bicycle Circulation Systems: The proposal includes five private trail easements which provide mountain access to the west off Timber Trail Road, access to a public trail to the northeast corner, access to the ski area on the southern boundary of the subject parcel, and access from Heritage Drive (private) to the southeast corner of the subject parcel.

There is a private trail easement providing skier access to Timber Trail Subdivision across Timber Trail Road. After further discussion with the adjacent Timber Trail HOA, the applicant has eliminated plans to build a ski bridge over Timber Trail Road. Instead, the skier access easement will be maintained as an at-grade crossing. A revised agreement between the applicant and Timber Trail HOA is part of this subdivision submittal and is referenced in plat note No. 10. Staff has no concerns.

9-2-4-8: Street lighting: Streetlights along the extension of Timber Trail Road will be reviewed by the Public Works Department during the infrastructure permit review. Any required streetlights will be 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. The Engineering Division has reviewed the proposed civil infrastructure and finds no issues. 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. With approximately 1,200 feet of proposed public roadway (Timber Trail Road extension), this exceeds the subdivision standards requirement for a street tree every 15 feet. Trees are allowed to be grouped to meet this standard. Subsequent applications for construction of future residences must provide additional landscaping adequate to screen residences on their individual lots. At the preliminary hearing the Commission found the proposed subdivision landscaping to be adequate to provide screening and buffering to the lots. Staff has no concerns.

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.

Prior To Recordation of Final Plat:

Planning and Engineering have requested that the applicant provide a revised and combined sheet 3 of the proposed plat to reflect all labels and easements shown on page 2 also on page 3. The location and function of easements will not change. A condition of approval to this effect has been added to the findings and conditions attached.

Staff Recommendation

Finding the application meets the requirements of the Development Agreement and Subdivision Standards of the Development Code, staff recommends the Commission approve the subdivision application for Valor Heritage Subdivision, PL-2025-0148, with the attached findings and conditions.

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

TOWN OF BRECKENRIDGE

Valor Heritage Subdivision, Lots 1-14
Resubdivision of Parcel 6 Peak 8 Subdivision Filing No. 1
Timber Trail Road
PL-2025-0148

FINDINGS

1. The proposed project is in accord with the Subdivision Ordinance and does not propose any prohibited use.
2. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
4. This approval is based on the staff report dated **September 12, 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 **July 15, 2025** and **September 16, 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-2025-0148, is consistent with the requirements of and pursuant to the approved Development Agreement between the Town of Breckenridge and Breckenridge Grand Vacations, approved by Town Council April 9, 2024, and entered into and recorded with the Summit County Clerk and Recorder on May 24, 2024, at Reception No. 1331127. This Development Permit is bound to the requirements and terms of the Development Agreement in addition to the terms of the permit conditions herein. In the event of any conflict between this Development Permit and the terms of the Development Agreement, the Development Agreement will control.**
8. **Applicant is responsible for adhering to the procedural requirements in the Development Agreement referenced above in addition to those listed in the conditions below.**

CONDITIONS

1. The Final Plat of this property may not be recorded unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
2. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, refuse to record the Final Plat, issue a stop order requiring the cessation of any work being performed under this permit, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.
3. This permit will expire three (3) years from the date of Town Council approval, on **September 23, 2028**, unless the Plat has been filed. In addition, if this permit is not signed and returned to the Town within 30 days from the permit mailing date, the duration of the permit shall be three years, but without the benefit of any vested property right.

4. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.
5. This permit contains no agreement, consideration, or promise that a certificate of occupancy or certificate of compliance will be issued by the Town. A certificate of occupancy or certificate of compliance will be issued only in accordance with the Town's planning requirements/codes and building codes.
6. **The applicant shall follow Article 4.3 of the Development Agreement regarding lot restrictions and release conditions for sales to a third party of the individual lots.**

PRIOR TO RECORDATION OF FINAL PLAT

7. **In accordance with 9-2-3-6 A. 2. of the Town's Subdivision Standards, subsequent to final subdivision plan approval but prior to recording a subdivision plat, the applicant shall either install all required improvements in accordance with the approved plans or enter into a subdivision improvement agreement with the town, which shall include a performance guarantee, and obligate the subdivider to install and construct all public improvements within and adjacent to the proposed subdivision as may be required by the Subdivision Standards in accordance with the approved plans. The subdivision improvement agreement shall be written in a form to the satisfaction of the Town's Public Works Director and Town Attorney.**
8. **Applicant shall revise sheets 2 and 3 of the plat to reflect a combined page showing all labels and easements in a form to the satisfaction of the Town's Planning and Engineering Divisions.**
9. Applicant shall submit and obtain approval from Town staff of a final plat that meets Town subdivision requirements and the terms of the subdivision plan approval.
10. Per Section 9-2-3-5-B of the Subdivision Standards, the following supplemental information must be submitted to the Town for review and approval prior to recordation of the final plat: title report, errors of closure, any proposed restrictive covenants, any dedications through separate documents, and proof that all taxes and assessments have been paid.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT P&E SFL LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO:

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 HEREUNTO SUBSCRIBED THIS _____ DAY OF _____, 2025.
P&E SFL LLC, A COLORADO LIMITED LIABILITY COMPANY.

BY: _____
GRAHAM R. FRANK, DESIGNATED OFFICER

ACKNOWLEDGEMENT

STATE OF COLORADO)
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: (A) 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 (B) 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: 1) CONSTRUCTION OF APPROVED DRIVEWAY ACCESS AND PAVING (ONCE A DRIVEWAY CROSSES A SITE DISTURBANCE ENVELOPE LINE, THE DRIVEWAY SHOULD NOT AGAIN CROSS THE ENVELOPE), WALKWAYS, NECESSARY DRIVEWAY RETAINING WALLS, UTILITY CONNECTIONS, PEDESTALS AND BOXES, APPROVED DRAINAGE AND STORM WATER 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, PRESTANDING SOLAR ARRAYS AND WIND TURBINES, AND SOIL DISTURBANCES RELATED TO ALL SUCH ACTIVITIES; 2) APPROVED TREE PLANTING AND LANDSCAPING; AND 3) OTHER ACTIVITIES APPROVED BY THE TOWN OF BRECKENRIDGE PLANNING DIRECTOR WHICH ARE CONSISTENT WITH THE INTENT AND PURPOSE OF THE TOWN REQUIREMENT FOR THE CREATION OF SITE DISTURBANCE ENVELOPES.

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," "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 18, 2008 AT RECEPTION NO. 686212, 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.

7. EACH RESIDENCE SHALL INCLUDE AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL 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 18, 2025 AT RECEPTION NO. 1346250, 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 AGREEMENT GRANTED FOR THE PURPOSES OF MAINTENANCE, REPAIR AND REPLACEMENT OF THE DETENTION POND AND ASSOCIATED DRAINAGE AND DETENTION IMPROVEMENTS AND ACCESS THEREBY TO 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 AGREEMENT FOR THE PURPOSES OF THE USE, MAINTENANCE, REPAIR AND REPLACEMENT OF THE SKIER TRAIL 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.

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

SUBDIVISION 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 _____, 2025.

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

P.O. BOX 7576 13541 COLO. HWY #9 BRECKENRIDGE, CO 80424 (970) 453-2155			
SUBDIVISION 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 3	
		Date: 8/08/2025	Scale: 1"=50'
		Drawn By: RDG	Checked By: NPO
		Job No: 4645	DWG File: 4645 rePLAT

LINE	BEARING	DISTANCE
L1	N56°49'36"E	26.57'
L2	S52°04'47"W	65.49'
L3	S19°37'49"E	58.94'
L4	N33°04'47"E	69.43'
L5	S11°17'00"W	42.92'
L6	S69°54'53"W	27.69'
L7	S65°17'55"W	30.45'
L8	N73°44'44"E	34.60'
L9	S61°15'16"E	42.50'
L10	N28°44'44"E	60.00'
L11	S07°58'27"W	33.98'
L12	N04°43'48"E	53.10'
L13	S38°56'08"E	54.18'
L14	S85°16'12"E	60.00'
L15	N34°09'55"W	17.95'
L16	N34°09'55"W	17.95'
L17	N34°09'55"W	17.95'
L18	N34°09'55"W	17.95'
L19	N34°09'55"W	17.95'
L20	N34°09'55"W	17.95'
L21	N34°09'55"W	17.95'
L22	N34°09'55"W	17.95'
L23	N34°09'55"W	17.95'
L24	N34°09'55"W	17.95'
L25	N34°09'55"W	17.95'
L26	N34°09'55"W	17.95'
L27	N34°09'55"W	17.95'
L28	N34°09'55"W	17.95'
L29	N34°09'55"W	17.95'
L30	N34°09'55"W	17.95'
L31	N34°09'55"W	17.95'
L32	N34°09'55"W	17.95'
L33	N34°09'55"W	17.95'
L34	N34°09'55"W	17.95'
L35	N34°09'55"W	17.95'
L36	N34°09'55"W	17.95'
L37	N34°09'55"W	17.95'
L38	N34°09'55"W	17.95'
L39	N34°09'55"W	17.95'
L40	N34°09'55"W	17.95'
L41	N34°09'55"W	17.95'
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L43	N34°09'55"W	17.95'
L44	N34°09'55"W	17.95'
L45	N34°09'55"W	17.95'
L46	N34°09'55"W	17.95'
L47	N34°09'55"W	17.95'
L48	N34°09'55"W	17.95'
L49	N34°09'55"W	17.95'
L50	N34°09'55"W	17.95'
L51	N34°09'55"W	17.95'
L52	N34°09'55"W	17.95'
L53	N34°09'55"W	17.95'
L54	N34°09'55"W	17.95'
L55	N34°09'55"W	17.95'
L56	N34°09'55"W	17.95'
L57	N34°09'55"W	17.95'
L58	N34°09'55"W	17.95'
L59	N34°09'55"W	17.95'
L60	N34°09'55"W	17.95'
L61	N34°09'55"W	17.95'
L62	N34°09'55"W	17.95'
L63	N34°09'55"W	17.95'
L64	N34°09'55"W	17.95'
L65	N34°09'55"W	17.95'
L66	N34°09'55"W	17.95'
L67	N34°09'55"W	17.95'
L68	N34°09'55"W	17.95'
L69	N34°09'55"W	17.95'
L70	N34°09'55"W	17.95'
L71	N34°09'55"W	17.95'
L72	N34°09'55"W	17.95'
L73	N34°09'55"W	17.95'
L74	N34°09'55"W	17.95'
L75	N34°09'55"W	17.95'
L76	N34°09'55"W	17.95'
L77	N34°09'55"W	17.95'
L78	N34°09'55"W	17.95'
L79	N34°09'55"W	17.95'
L80	N34°09'55"W	17.95'
L81	N34°09'55"W	17.95'
L82	N34°09'55"W	17.95'
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L84	N34°09'55"W	17.95'
L85	N34°09'55"W	17.95'
L86	N34°09'55"W	17.95'
L87	N34°09'55"W	17.95'
L88	N34°09'55"W	17.95'
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L96	N34°09'55"W	17.95'
L97	N34°09'55"W	17.95'
L98	N34°09'55"W	17.95'
L99	N34°09'55"W	17.95'
L100	N34°09'55"W	17.95'

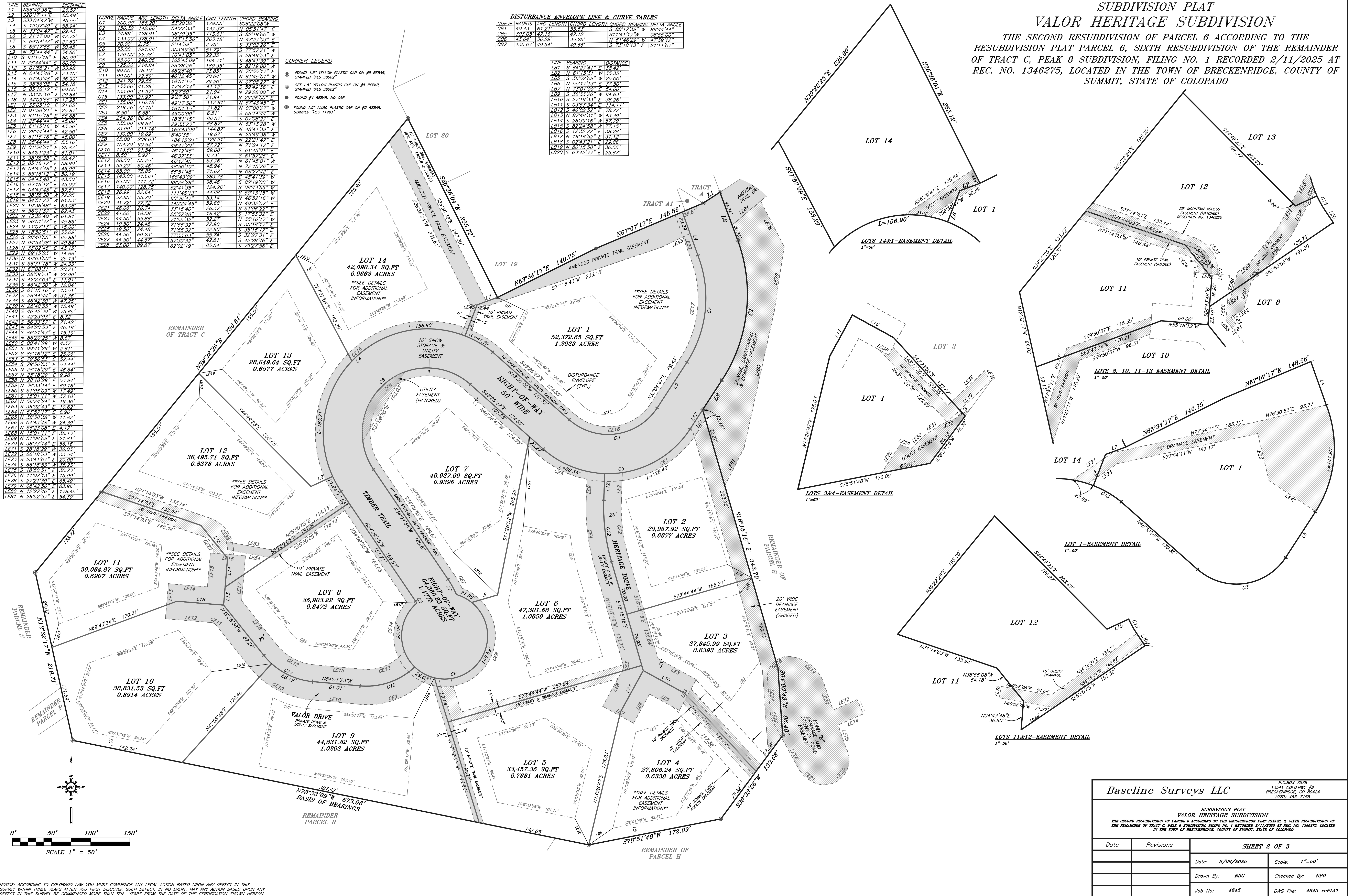
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHD LENGTH	CHORD BEARING
C1	200.00	186.20'	53°20'36"	179.55'	S06°22'08"W
C2	150.32	142.66'	54°22'53"	137.37'	N08°51'47"E
C3	74.98	128.91'	98°30'55"	113.61'	S02°19'00"W
C4	133.00	378.91'	163°13'56"	263.16'	N47°27'03"E
C5	70.00	2.75'	21°4'59"	2.75'	S33°02'26"E
C6	55.00	291.66'	303°48'50"	51.79'	S72°02'21"W
C7	120.00	22.38'	10°41'05"	22.35'	S28°49'23"E
C8	83.00	240.06'	165°43'09"	164.71'	S48°41'59"W
C9	125.00	214.84'	98°29'26"	189.35'	S02°19'00"W
C10	90.00	76.10'	48°26'40"	73.85'	N70°55'07"E
C11	90.00	72.59'	46°12'45"	70.64'	N61°45'01"W
C12	241.76	79.55'	18°51'15"	79.20'	N07°08'27"W
C13	131.00	41.99'	17°42'14"	41.12'	S09°40'16"E
C14	133.00	21.97'	9°27'50"	21.94'	N29°28'00"W
C15	133.00	21.97'	9°27'50"	21.94'	S29°28'00"E
C16	135.00	116.16'	48°17'56"	112.61'	N74°43'45"E
C17	219.22	72.15'	16°51'16"	71.82'	N07°08'27"W
C18	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C19	264.26	86.96'	18°51'16"	86.57'	S07°08'27"E
C20	135.00	69.64'	29°32'22"	68.89'	N07°08'27"W
C21	73.00	211.14'	165°43'02"	144.87'	N48°41'39"E
C22	130.00	19.69'	8°40'38"	19.67'	N29°49'36"W
C23	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C24	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C25	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C26	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C27	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C28	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C29	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C30	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C31	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C32	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C33	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C34	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C35	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C36	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C37	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C38	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C39	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C40	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C41	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C42	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C43	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C44	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C45	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C46	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C47	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C48	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C49	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C50	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C51	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C52	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C53	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C54	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C55	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C56	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C57	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C58	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C59	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C60	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C61	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C62	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C63	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C64	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C65	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C66	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C67	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C68	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C69	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C70	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C71	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C72	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C73	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C74	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C75	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C76	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C77	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C78	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C79	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C80	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C81	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C82	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C83	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C84	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C85	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C86	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C87	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C88	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C89	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C90	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C91	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C92	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C93	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C94	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C95	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C96	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E
C97	113.50	91.54'	46°12'45"	89.08'	S61°45'01"E
C98	8.50	6.68'	45°00'00"	6.51'	S06°14'44"W
C99	65.00	209.03'	184°15'21"	129.31'	N22°21'47"E
C100	104.20	90.54'	49°42'20"	87.72'	N71°28'12"E

CORNER LEGEND

- FOUND 1.5" YELLOW PLASTIC CAP ON #5 REBAR, STAMPED "PLS 38002"
- SET 1.5" YELLOW PLASTIC CAP ON #5 REBAR, STAMPED "PLS 38002"
- FOUND #4 REBAR, NO CAP
- FOUND 1.5" ALUM. PLASTIC CAP ON #5 REBAR, STAMPED "PLS 11983"

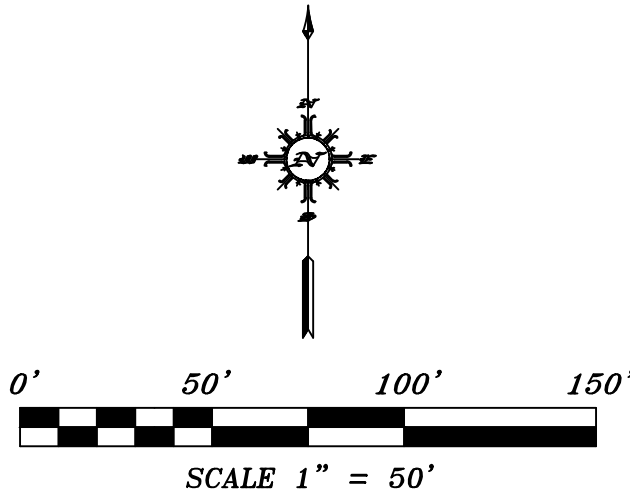
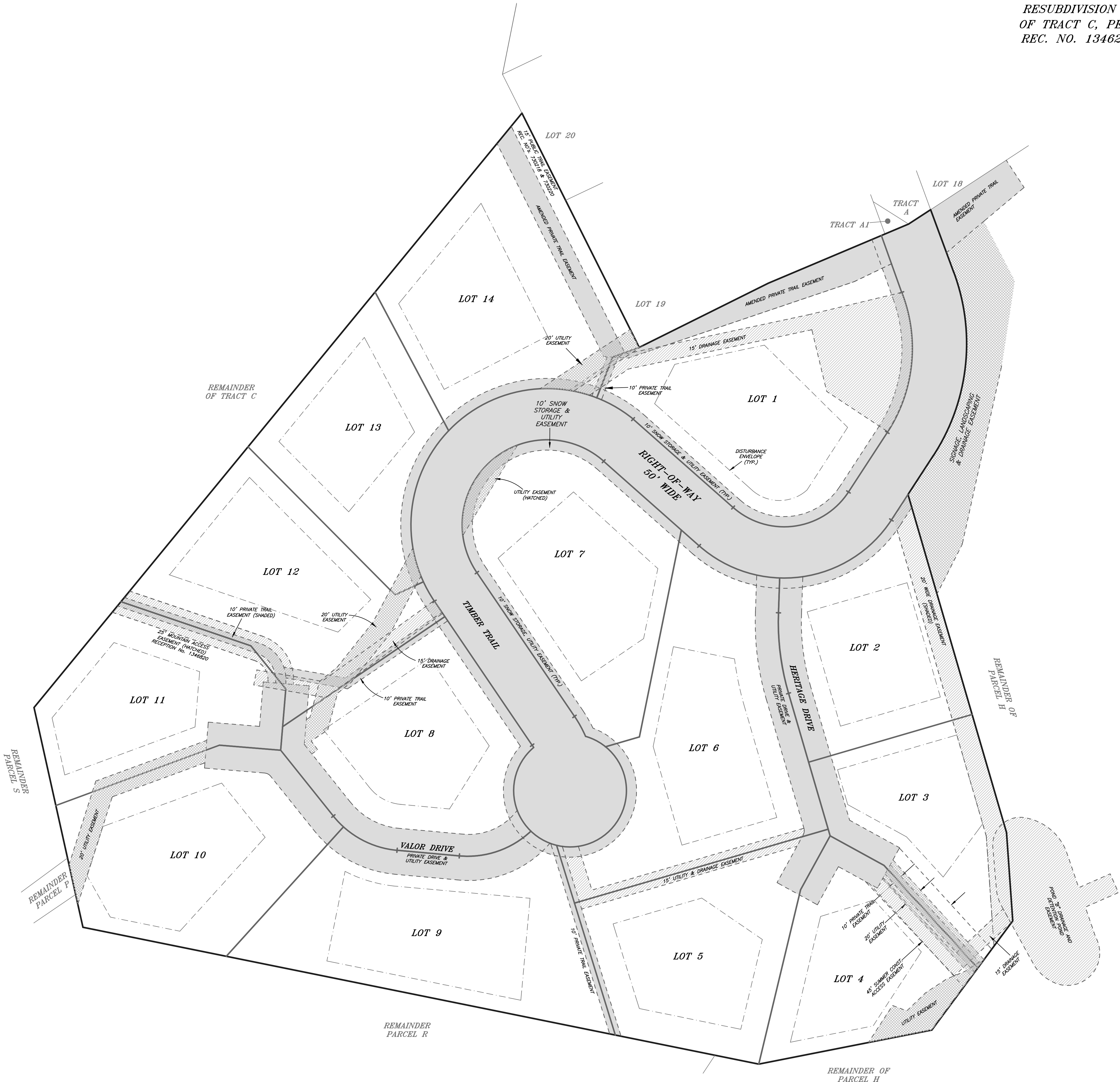
DISTURBANCE ENVELOPE LINE & CURVE TABLES					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	40.43	61.21'	55.51'	S08°11'59"E	88°44'44"
C2	303.03	47.16'	47.12'	S11°41'17"W	08°55'00"
C3	43.64	36.29'	36.26'	N61°46'29"W	47°39'12"
C4	135.07	49.94'	49.66'	S73°18'13"E	21°11'07"

LINE	BEARING	DISTANCE
L1	S64°27'41"E	38.42'
L2	N61°13'31"W	15.35'
L3	S36°20'09"W	25.00'
L4	N55°17'13"E	37.50'
L5	N73°01'00"E	54.60'
L6	S36°33'26"W	64.63'
L7	S27°19'53"E	38.26'
L8	N03°53'34"E	114.11'
L9	N73°01'00"E	54.60'
L10	S46°02'52"E	78.72'
L11	N74°06'45"W	43.49'
L12	S26°39'16"W	57.79'
L13	S82°24'58"W	77.15'
L14	S12°32'22"E	38.28'
L15	N16°16'52"E	31.12'
L16	S02°43'21"E	29.86'
L17	N80°15'58"E	30.35'
L18	S63°42'53"E	23.67'



SUBDIVISION 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



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.

Baseline Surveys LLC			
SUBDIVISION 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 3 OF 3	
9/08/2025	REDUNDANT INFO	Date: 9/08/2025	Scale: 1"=50'
		Drawn By: RDG	Checked By: NPO
		Job No: 4645	DWG File: 4645 rePLAT

September 8, 2025

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

RE: Parcel 6 Single-Family Residential Subdivision – Referral Responses

Sarah,

Thank you for your assistance with the Parcel 6 single-family residential subdivision request. We appreciate Staff and the referral agencies taking the time to review our July 28, 2025 Final Hearing submittal materials and provide their comments and suggestions. We have revised the plat and accompanying plat notes, civil plans, and landscape plans to incorporate the recommendations and have provided additional information to address the questions. For ease of reference, we have responded to each of the referral comments below and noted additional proposed modifications to the submittal materials.

Planning Department Comments

- 1. Envelopes shall be modified in accordance with draft circulated to TOB that reduces the size and revises the shape of most envelopes. Envelopes should align with lot coverage percentages seen in Timber Trail filings 1 and 2; between 30 and 45% of lot coverage included within an envelope.*

The submitted envelope configurations are the same as those provided to Staff on August 8. We reviewed and revised the proposed disturbance envelopes from the original Final Hearing materials based on the location, shape, size, topography, and tree coverage of the lots. The size of all 14 lots' envelopes has been reduced in some manner. Greater buffers to adjacent properties, the right-of-way (ROW), private roadways, and/or other easements have been provided. The new buffer areas preserve pockets of the existing lodgepole pine trees that were discussed during the Preliminary Hearing.

As Staff requested, we specifically reviewed the two adjacent Timber Trail Subdivisions' lots and disturbance envelopes in comparison to ours. We found a wide range of lot sizes in the Timber Trail Subdivisions – ranging from 0.340 acres to 1.060 acres. The average lot size in the Timber Trail Subdivisions is 0.591 acres (13.001 acres/22 lots = 0.591 acres). 15 of the 22 total lots are less than 0.600 acres. Generally, larger envelopes were found on the larger lots. The envelopes' lot coverage generally ranges from 32% to 44% with 36% as the average.

Our lots, on the other hand, are much bigger – 0.848 acres is our average lot size (11.877 acres/14 lots = 0.848 acres). Each lot is a minimum of 0.600 acres per the requirements of the Development

Agreement and three lots over one acre in size. Our newly reduced envelopes' lot coverage ranges from 32% to 39%, with an average of 37%, which falls well within the Timber Trail Subdivisions' 32% to 44% range. Given that the proposed Parcel 6 lots are generally larger than those found in Timber Trail, we believe the proposed envelopes are reasonable and appropriate.

In our review of the Timber Trail Subdivisions' envelope configurations, we found that in many instances, portions and sometimes the entire easement area platted on a lot, were used to meet the required envelope setbacks in the Timber Trail Subdivisions; in other instances, they were not. Sometimes a buffer was provided to the shared driveways or easements; while other times it was not. On some lots only the bare minimum setback was provided by the envelope; sometimes more was provided. Simply, there was no consistency in how envelopes were applied to easements on or adjacent to a lot in the Timber Trail Subdivisions. It seemed to have been a function of the lot's size and shape.

We believe that each lot situation is unique and there is no one envelope size that fits all lots. There is no Subdivision Standard envelope formula or square footage limitation – only minimum setbacks are required. As noted already, all of the lots' envelopes have been reduced to provide greater buffers around them and to preserve stands of lodgepole pines on the property. We believe the envelopes are similar to those found in the Timber Trail Subdivisions and meet the intent of the Subdivision Standards.

2. For better readability, suggest following the many comments on the plat that would combine easements and avoid confusion where there is overlap. Overall subdivision drawing shall depict all easements. Details may be used for clarification only.

Staff's requested revisions to the proposed plat have been made. These include deleting reference to a "resubdivision plat" in the title and "July" in the surveyor's certificate and picking-up the easement depiction comments. An overall subdivision plan showing all of the easements has been provided, easement hatching has been revised for consistency, and details have been used when there are overlapping easements to help provide clarity. In reply to Staff's plat redline questions/direction:

- Reception No. 1346820 has been added for the Mountain Access Easement shown between Lots 11 and 12.
- Yes, we believe there is adequate space to construct a private trail on top of and/or adjacent to the utility and drainage uses on the lots. Minimal trail improvements are envisioned and these uses can easily co-exist in the various easement areas.

Engineering Department Comments

1. Plat Drawings

1.1. See attached redlines for required changes to the plat. The overall subdivision drawing shall depict all easements. Details may be used for clarification only.

As noted above, the plat has been revised with an overall subdivision drawing showing all easements, hatching is now consistent, and details have been used to provide clarity in the case of overlapping easements. (Please also see our plat note comments below relating to priority of easements.) We believe the revised plat is more understandable and appreciate Staff's plat organizational suggestions.

1.2 Verify if the 10' snow storage easement along Timber Trail Road encompasses the areas beyond the right-of-way, if it does not, then more easement in those areas should be added.

The 10' wide snow storage and utility easements are located outside of the 50' Timber Trail ROW.

2. Drawing Sheet C-110

2.1. Fire hydrants to be 3' behind back of curb or back of sidewalk.

We understand that the 3' dimension is a minimum dimension from the edge of curb, sidewalk, or street. The new fire hydrants will be dimensioned 5' from the edge of asphalt to center of fire hydrant.

2.2. There is a note in Lot 13 for "Relocate All Electrical Pedestal, Fiber Optic box and communication vaults off Lot 13 to Trygve's Trail Area." Will this relocation still be located within an easement?

The existing utility improvements on Lot 13 were installed by the previous owner, Vail Summit Resorts, Inc. (VSRI), for the Breckenridge Ski Area. We are relocating VSRI's utilities onto VSRI's property, so in this case, no permanent easement is necessary. We are coordinating the utility relocations with VSRI and will obtain a temporary construction easement from them to allow us to relocate the improvements on their property.

3. Drawing LP-201

3.1. Confirm that the snow storage on the edge of Detention Pond B does not encroach into the detention pond. This would affect available detention pond storage.

There was a slight overlap of the 100-year water surface elevation into the 10' wide snow storage and utility easement. The detention pond layout has been adjusted to remove it from the easement area.

3.2. Verify that landscaping is not located in the snow storage easement along Timber Trail Road called out on the Plat drawings.

All landscape improvements are outside of the snow storage easements along the Timber Trail Road right-of-way (ROW). (Please refer to the snow storage plan on Sheet LP-201 of the landscape plan set for location verification. The snow storage easements linework has been better defined.)

4. Water Department Comments

4.1. Need to see a plan for how the developer plans to relocate the main water line and do some of their other tie-ins without taking it out of service.

Water service shut downs will be minimized for the relocation of the existing 14” water main and connections for new water service to the subdivision. Prior to construction, we plan to have further discussions with the Town’s Water Department and the construction contractor to finalize details and to incorporate any Water Department specific requests.

Red, White & Blue Fire Protection District Comments

The Parcel 6 development looks great. However, I have one minor change if possible. On the document labeled 4645_PARCEL 6 Plat Sheet 1, Item # 7 of the plat notes – can you change “Uniform Fire Code” to “International Fire Code” please? We no longer use the Uniform Codes. I attached the sheet and noted the area to change. Thanks so much for your help with this. Jackie Pike

We appreciate the fire district’s support of the project and have revised plat note 7 as requested.

Summit County Planning Department

The County does not have any comment on this proposal. Thanks! Jen Uhler, MPA/MURP

We are glad to hear that the County does not have any concerns with the subdivision request.

Colorado Department of Transportation (CDOT)

CDOT has the same comments as our previous comments. It appears that a CDOT access permit will be required for Ski Hill Rd. at Hwy 9. Please have the developer work with CDOT on access permitting. Thanks, Brian Killian Region 3 Access Program Manager

Thank you for forwarding Brian Killian’s comments to us. This is similar to Kandis Aggen’s, CDOT Access Manager, March 18, 2025 comments for the Parcel 4 Imperial Hotel & Private Residences. As we previously mentioned, we spoke to Ms. Aggen about her comments. Although

Parcels 4, 5, and 6 projected traffic volumes do not meet the threshold to require an access permit, CDOT has stated that one will still be required due to a previous access permit that was issued for the earlier approved Parcel 4 Lionheart development. That permit required Ski Hill Road/Highway 9 intersection improvements. Although the permit has expired, CDOT would still like to have the improvements constructed. The previous CDOT required improvements generally match our Development Agreement proposed improvements. We have been working closely with the Town's Engineering Department and CDOT and just recently submitted an updated access permit application to CDOT for the intersection improvements.

Additional Revisions

1. Plat Note Revisions – A few minor revisions to the plat notes are proposed:
 - As requested by the fire district, Note 7 has been revised to reference the “Uniform” Fire Code rather than the previous “International” Fire Code.
 - The word “Agreement” has been added to the three named easement documents in Notes 9, 10, and 11 in order to match newly proposed title revisions to those documents. (I.e., Drainage and Detention Pond Easement “Agreement,” Amended Private Trail Easement “Agreement,” and Signage, Landscaping and Drainage Easement “Agreement.”)
 - In response to a priority statement for the easements in Note 15, we were simply following precedent from similar multi-purpose plat notes in our prior plats and on the Timber Trail Subdivision plats. We will be glad to remove this plat note if the Town would prefer to avoid unintended consequences. In this specific plat, no priority statement is needed since all easements are non-exclusive and there is no conflicting overlap in the use or other easement terms that requires a priority rule.
2. Easement Agreements Revisions – Minor edits have been made to the Drainage and Detention Pond Easement Agreement, Amended Private Trail Easement Agreement, and the Signage, Landscaping and Drainage Easement Agreement in cooperation with VSRI and the Timber Trail Association. (Current redline copies have been provided for your quick reference.)
3. Homeowner Association Document Revisions – We have also made a few changes to our private Declaration of Covenants, Conditions and Restrictions in cooperation with the Timber Trail Association. (A current redline copy has been provided.)
4. Tracts A and A-1 ROW Dedication – Per our discussions with Staff and the Town Attorney, Tracts A and A-1 will be granted to the Town for use as public ROW via quit claim deeds. We are currently working on the deeds with VSRI, the owner of these tracts, as well as the Timber Trail Association.

Conclusion

Thank you for the opportunity to respond to the referral comments and revise the various Parcel 6 subdivision documents. We believe the subdivision plan has improved with the above changes and meets the applicable regulations of the Subdivision Standards, 2024 Development Agreement, and the Ninth Amendment to the Peak 7 & 8 Master Plan. We appreciate your help, Sarah, with our request. Please let me know if there is any additional information or clarification that we may provide for the Final hearing.

Regards,

Graham Frank
Chief Development Officer

BRECKENRIDGE GRAND VACATIONS
VALOR HERITAGE SUBDIVISION
CIVIL INFRASTRUCTURE IMPROVEMENTS

719 F TEN MILE DRIVE, P.O.BOX 1906
FRISCO, CO 80443
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PROJECT LOCATION:
BRECKENRIDGE, CO

CLIENT INFORMATION:
BRECKENRIDGE GRAND VACATIONS
100 S MAIN STREET
BRECKENRIDGE, CO 80424

Tt PROJECT No.:
200-325517-21001

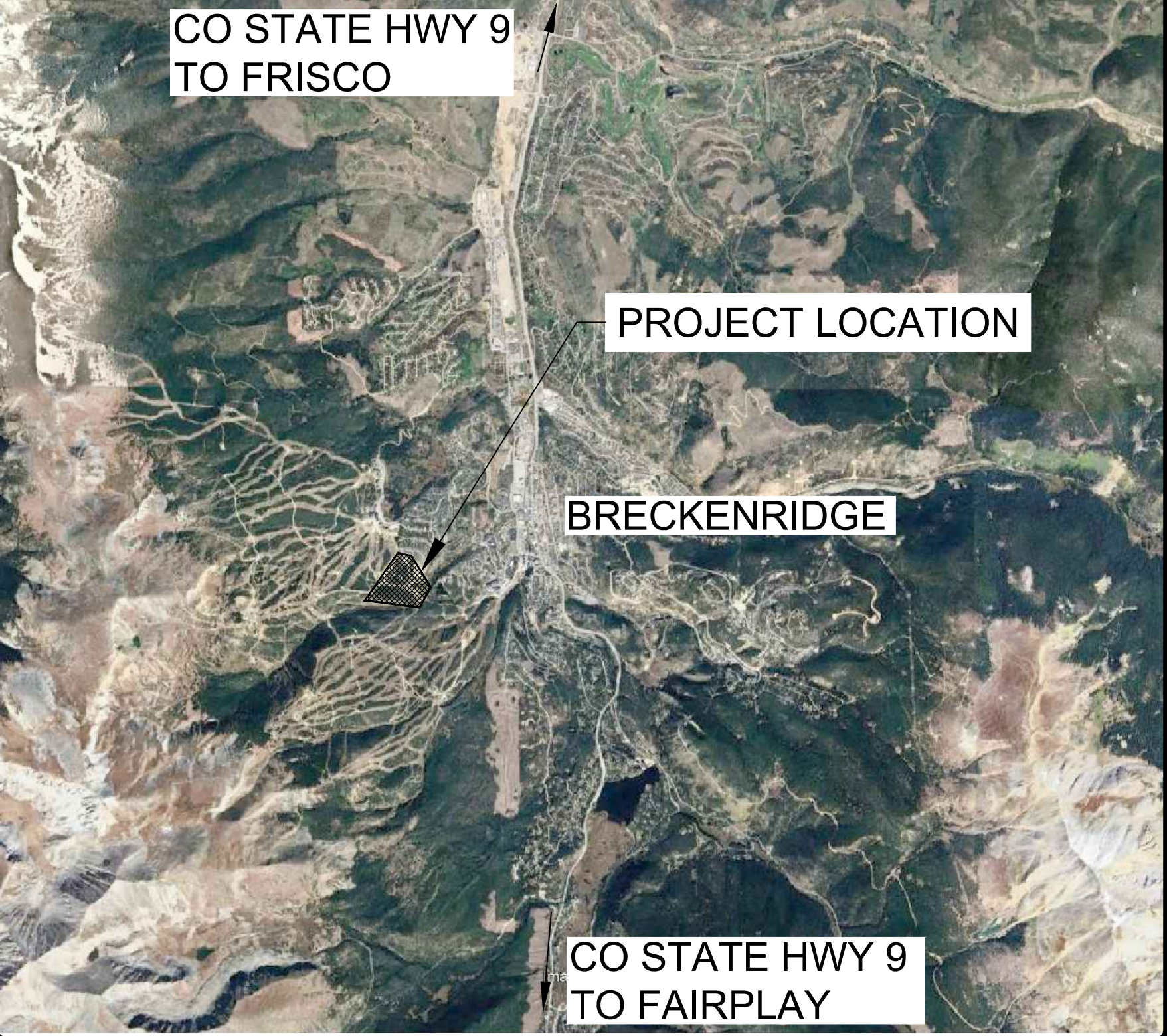
CLIENT PROJECT No.:

PROJECT DESCRIPTION / NOTES:

ISSUED:

FINAL SUBDIVISION SUBMITTAL
SEPTEMBER 5, 2025

VICINITY MAP:



PROJECT CONTACT INFORMATION

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TETRA TECH
CONTACT: CHRIS DURLOO
(970) 423-3420
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CONTACT: SHANNON SMITH
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UPPER BLUE SANITATION DISTRICT
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PHONE: (970) 453-2723
EMAIL: ANDYC@UBSD.ORG

ELECTRIC & GAS UTILITIES
XCEL ENERGY
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PHONE: (970) 262-4033
EMAIL: AMY.LAGACE@XCELENERGY.COM

WATER UTILITY
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CABLE TV & COMMUNICATIONS UTILITY
COMCAST CABLE COMMUNICATIONS
CONTACT: DAVE STEPISNIK
PHONE: (303) 684-3329
EMAIL: DAVE_STEPISNIK@CABLE.COMCAST.NET

FIBER OPTIC COMMUNICATIONS
ALLO COMMUNICATIONS
CONTACT:
PHONE:
EMAIL:

SHEET INDEX	
SHEET NO.	SHEET TITLE
C-001	COVER
C-002	LEGEND & ABBREVIATIONS
C-003	GENERAL NOTES
C-100	EXISTING CONDITIONS PLAN
C-101	INITIAL EROSION AND SEDIMENT CONTROL PLAN
C-102	DEMOLITION PLAN
C-103	CIVIL SITE PLAN
C-107	GRADING & DRAINAGE PLAN
C-108	DETAILED GRADING & DRAINAGE PLAN
C-109	DETAILED GRADING & DRAINAGE PLAN
C-110	COMPOSITE UTILITY PLAN
C-201	PLAN & PROFILE TIMBER TRAIL
C-202	PLAN & PROFILE HERITAGE DRIVE & VALOR DRIVE
C-203	PLAN & PROFILE MOUNTAIN ACCESS DRIVEWAY
C-204	PLAN & PROFILE SKI TRAIL
C-205	PLAN & PROFILE SKI TRAIL
C-210	SANITARY SEWER PLAN AND PROFILE
C-211	SANITARY SEWER PLAN AND PROFILE
C-212	SANITARY SEWER PLAN AND PROFILE
C-220	WATER PLAN AND PROFILE
C-221	WATER PLAN AND PROFILE
C-222	WATER PLAN AND PROFILE
C-223	WATER PLAN AND PROFILE
C-224	WATER PLAN AND PROFILE
C-230	CULVERT 1 AND 2 PLAN & PROFILE
C-231	CULVERT 3 AND 4 PLAN & PROFILE
C-232	CULVERT 5 PLAN & PROFILE
C-501	CIVIL DETAILS
C-502	EROSION CONTROL DETAILS
C-503	DRAINAGE DETAILS
C-504	WATER DETAILS
C-505	SANITARY SEWER DETAILS

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SHEET WHERE SECTION IS DRAWN

DETAIL MARKER

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

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.

Bar Measures 1 inch, otherwise drawing not to scale

C-002

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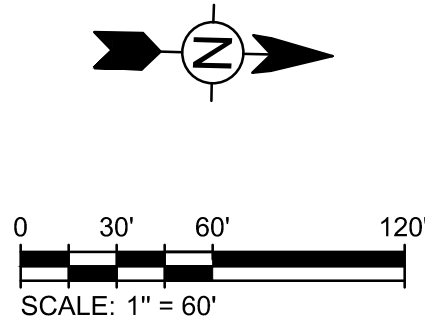
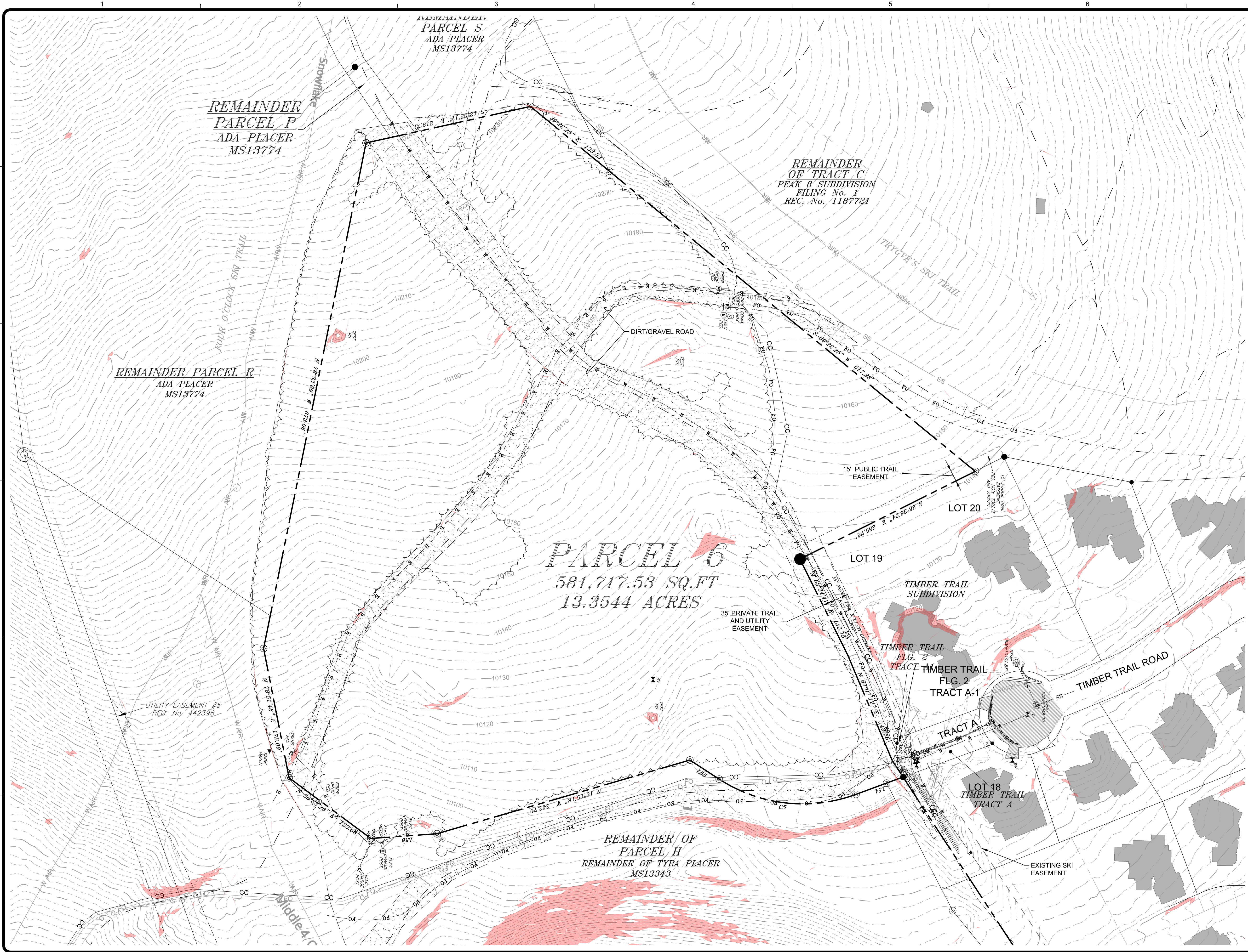
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1. A TRAFFIC CONTROL PLAN AND STAGING PLAN SHALL BE SUBMITTED BY THE CONTRACTOR TO THE OWNER FOR APPROVAL TWO WEEKS PRIOR TO CONSTRUCTION.
2. ALL TRAFFIC CONTROL DETAILS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION WITH CURRENT SUPPLEMENTS, EXCEPT AS MODIFIED HEREIN.
3. PUBLIC TRAFFIC SHALL BE PROVIDED PASSAGE TO ALL ACCESSES, 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.

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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9/5/2025 1:27:35 PM C:\USERS\JACK.MCAVOY\DCACCD\CS\TETRA TECH INC\200-325517-21001 BRECK GRAND VACA\PROJECT FILES\CAD\CSHEETFILES\C-100 EXISTING CONDITIONS PLAN.DWG - MCAVOY, JACK



BRECKENRDIGE GRAND VACATIONS VALOR HERITAGE SUBDIVISION	MARK	DATE	DESCRIPTION	BY
		09/05/25	FINAL SUBDIVISION SUBMITTAL	
EXISTING CONDITIONS PLAN	PROJ:	200-325517-21001		
	DESIN:	J.MCAVOY		
	DRWN:	A.KOCH		
	CHKD:	C.DURLOO		

C-100

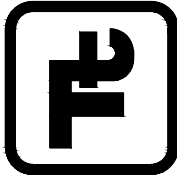
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- PERIMETER EROSION CONTROL
- TEMPORARY VEHICLE TRACKING CONTROL
- INLET PROTECTION
- CULVERT INLET PROTECTION
- CULVERT OUTLET PROTECTION
- WATTLE CHECK DAM



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BRECKENRIDGE GRAND VACATIONS

VALOR HERITAGE SUBDIVISION

**INITIAL EROSION
AND SEDIMENT
CONTROL PLAN**

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DESN:	J.MCAVOY
DRWN:	A.KOCH
CHKD:	C.DURLOO

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BRECKENRIDGE GRAND VACATIONS	
VALOR HERITAGE SUBDIVISION	
DEMOLITION PLAN	
PROJ:	200-325517-21001
DESIN:	J.MCAVOY
DRWN:	A.KOCH
CHKD:	C.DURLOO

REMAINDER
PARCEL P
ADA PLACER
MS13774

REMAINDER PARCEL	RE
ADA PLACER	
MS13774	

A map of the Snowflake area. The map shows a road labeled "4' O-CLOCK RUN" running vertically. To the left of this road is a road labeled "RCEL". To the right of the "4' O-CLOCK RUN" road is a road labeled "FOUR O'CLOCK SKI TRAIL". The map also shows a road labeled "AIRY" running horizontally. The map includes labels for "AIRY", "R", and "RCEL". A scale bar is shown at the bottom right, indicating distances of 0, 100, and 200 feet.

REMAINDER
OF TRACT C
PEAK 8 SUBDIVISION
FILING No. 1
REC. No. 1187721

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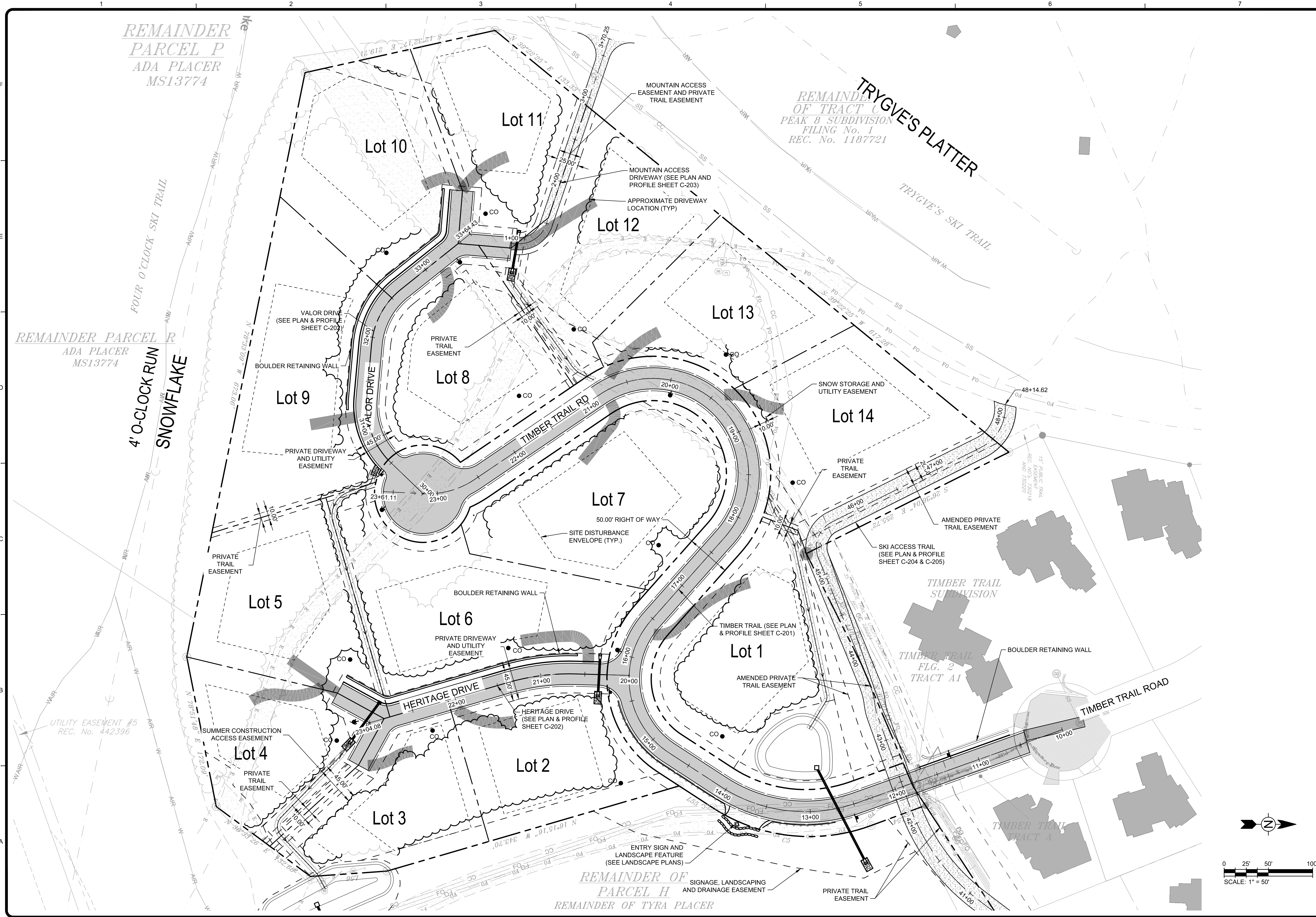
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BRECKENRIDGE GRAND VACATIONS
VALOR HERITAGE SUBDIVISION
CIVIL SITE PLAN

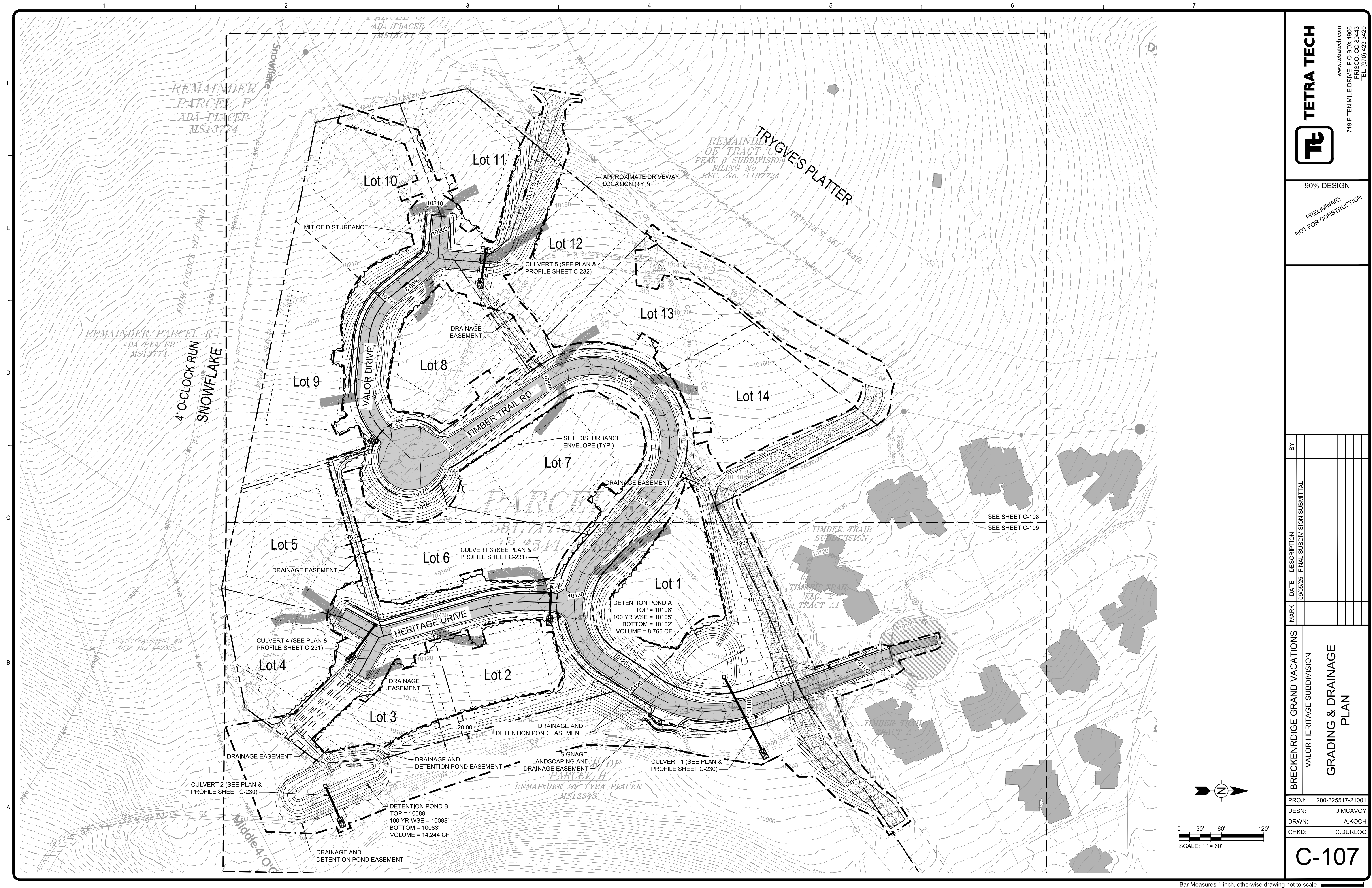
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BRECKENRIDGE GRAND VACATIONS

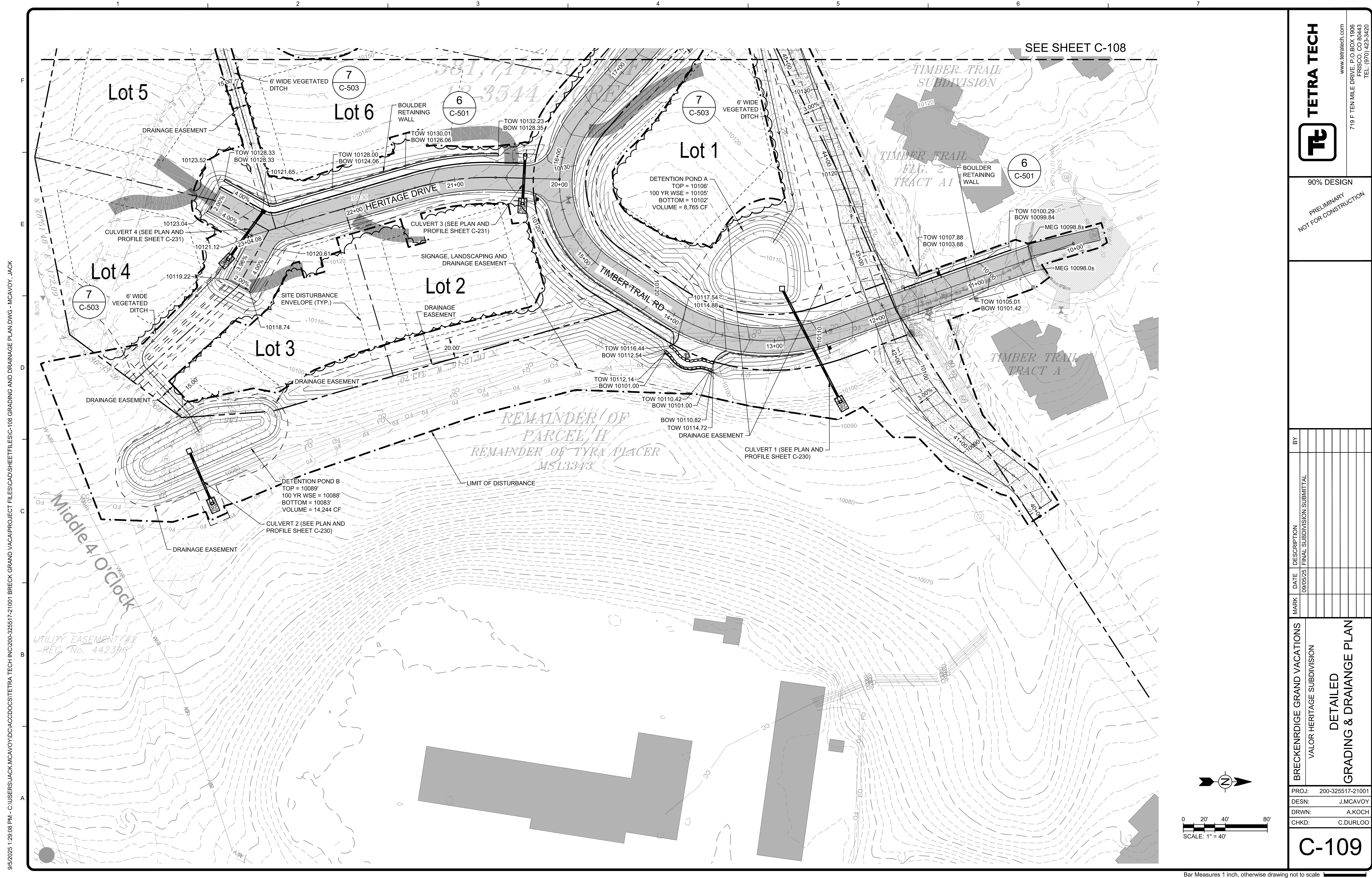
VALOR HERITAGE SUBDIVISION

DETAILED

GRADING & DRAINAGE PLAN

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DESN:	J.MCAVOY
DRWN:	A.KOCH
CHKD:	C.DURLOO

C-108



REMAINDER PARCEL	R
ADA PLACER	
MS13774	

FOUR O'CLOCK SKI TRAIL

RCEL R

4' O'CLOCK RUN

SNOWFLAKE

AIRU

AIRU

REMAINDER
OF TRACT C
PEAK 8 SUBDIVISION
FILING No. 1
REC. No. 1187721

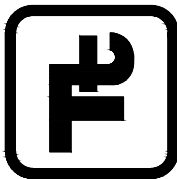
REMAINDER OF
PARCEL H
REMAINDER OF TYRA PLACER
MS13343

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

PROPOSED UTILITY LEGEND:

- | | |
|-----|--|
| VE | PRIVATE UTILITY VAIL ELECTRIC |
| CC | PRIVATE UTILITY VAIL COMMUNICATIONS |
| VFO | PRIVATE UTILITY VAIL FIBEROPTIC |
| E,G | XCEL ENERGY ELECTRIC/GAS |
| COM | COMMUNICATIONS UTILITY |
| W | PUBLIC UTILITY WATER |
| |  WATER VALVES |
| |  FIRE HYDRANT |
| SS | PUBLIC UTILITY SANITARY SEWER |
| |  SANITARY SEWER MANHOLE |

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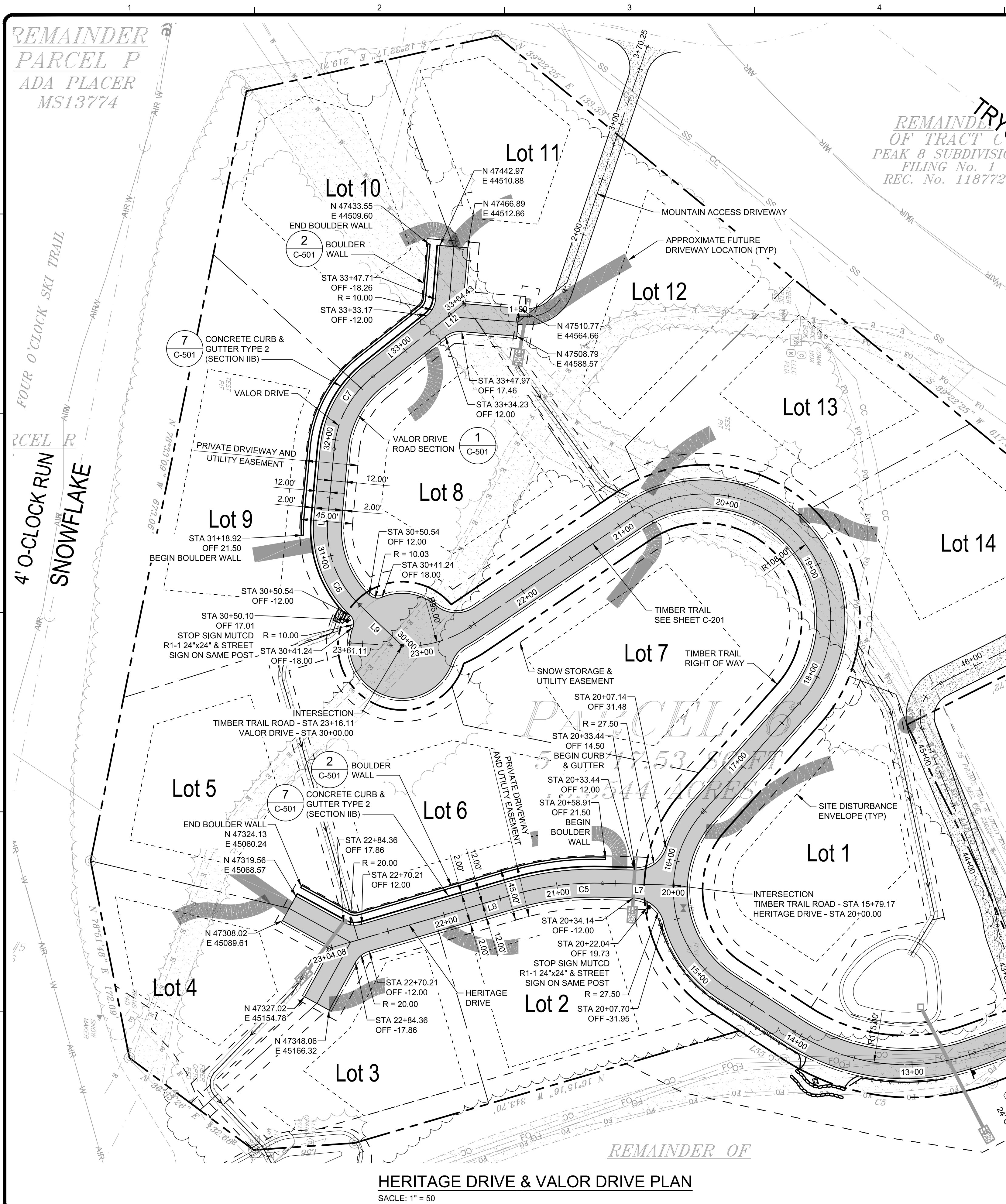
MARK	DATE	DESCRIPTION	BY
	09/05/25	FINAL SUBDIVISION SUBMITTAL	

CKENRDIGE GRAND VACATIONS
VALOR HERITAGE SUBDIVISION
COMPOSITE UTILITY
PLAN

PROJ:	200-325517-21001
DESN:	A.KOCH
DRWN:	J.MCAVOY
CHKD:	C.DURLOO

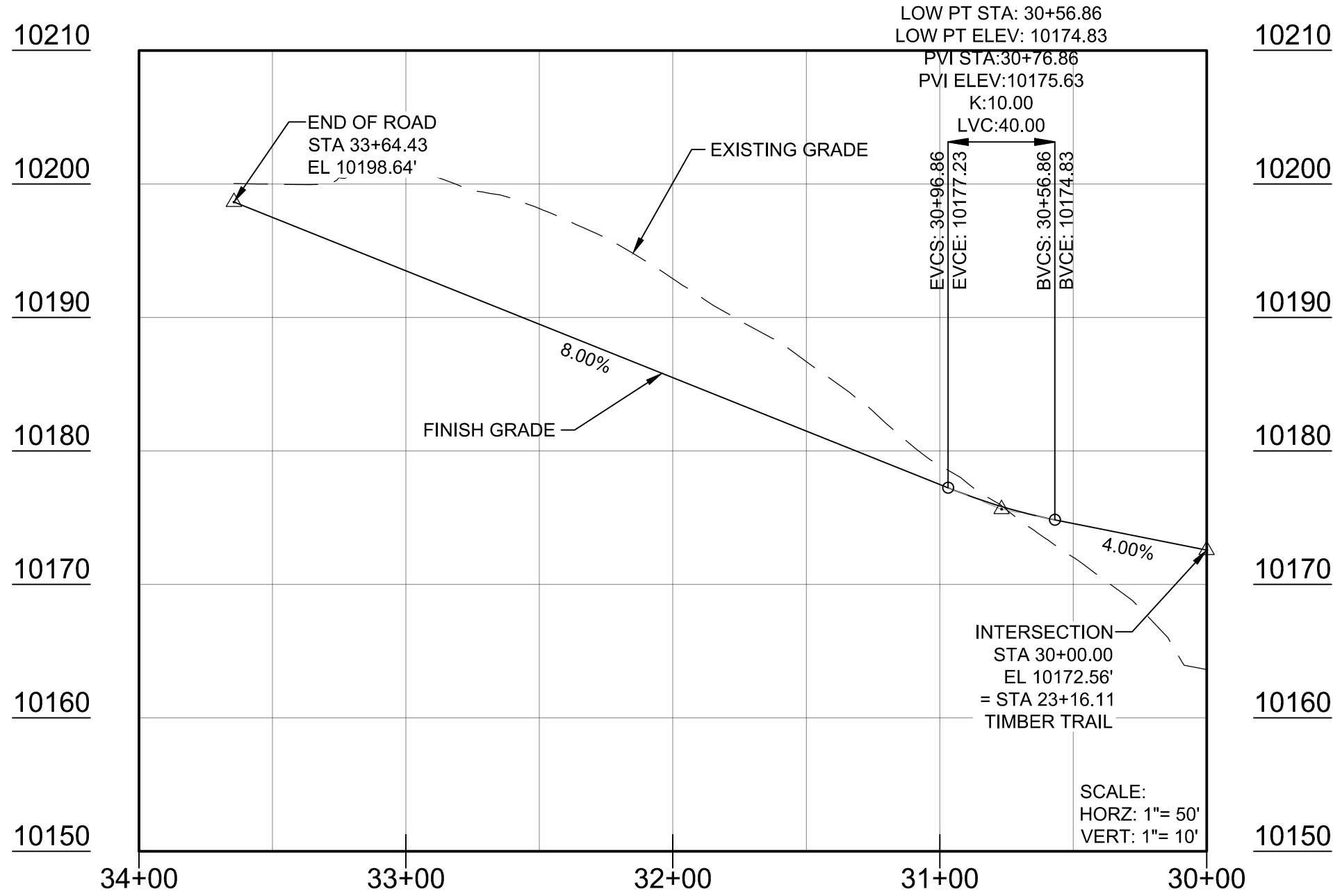
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VALOR DRIVE CROSS SLOPE TRANSITION TABLE		
STATION	L	R
30+50	+2%	-2%
30+60	+1%	-2%
30+70	0%	-2%
30+80	-1%	-2%
30+90	-2%	-2%

VALOR DRIVE CENTERLINE ALIGNMENT TABLE					
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	START NORTHING & EASTING	END NORTHING & EASTING
L9	50.54'		S43° 51' 25.19"W	N: 47410.555 E: 44854.006	N: 47374.114 E: 44818.991
C6	80.56'	90.00'	S69° 30' 00.98"W	N: 47374.114 E: 44818.991	N: 47346.834 E: 44746.026
L10	61.01'		N84° 51' 23.23"W	N: 47346.834 E: 44746.026	N: 47352.303 E: 44685.262
C7	72.59'	90.00'	N61° 45' 00.79"W	N: 47352.303 E: 44685.262	N: 47385.738 E: 44623.037
L11	82.26'		N38° 38' 38.35"W	N: 47385.738 E: 44623.037	N: 47449.986 E: 44571.667
L12	17.47'		N38° 38' 38.35"W	N: 47449.986 E: 44571.667	N: 47463.634 E: 44560.756

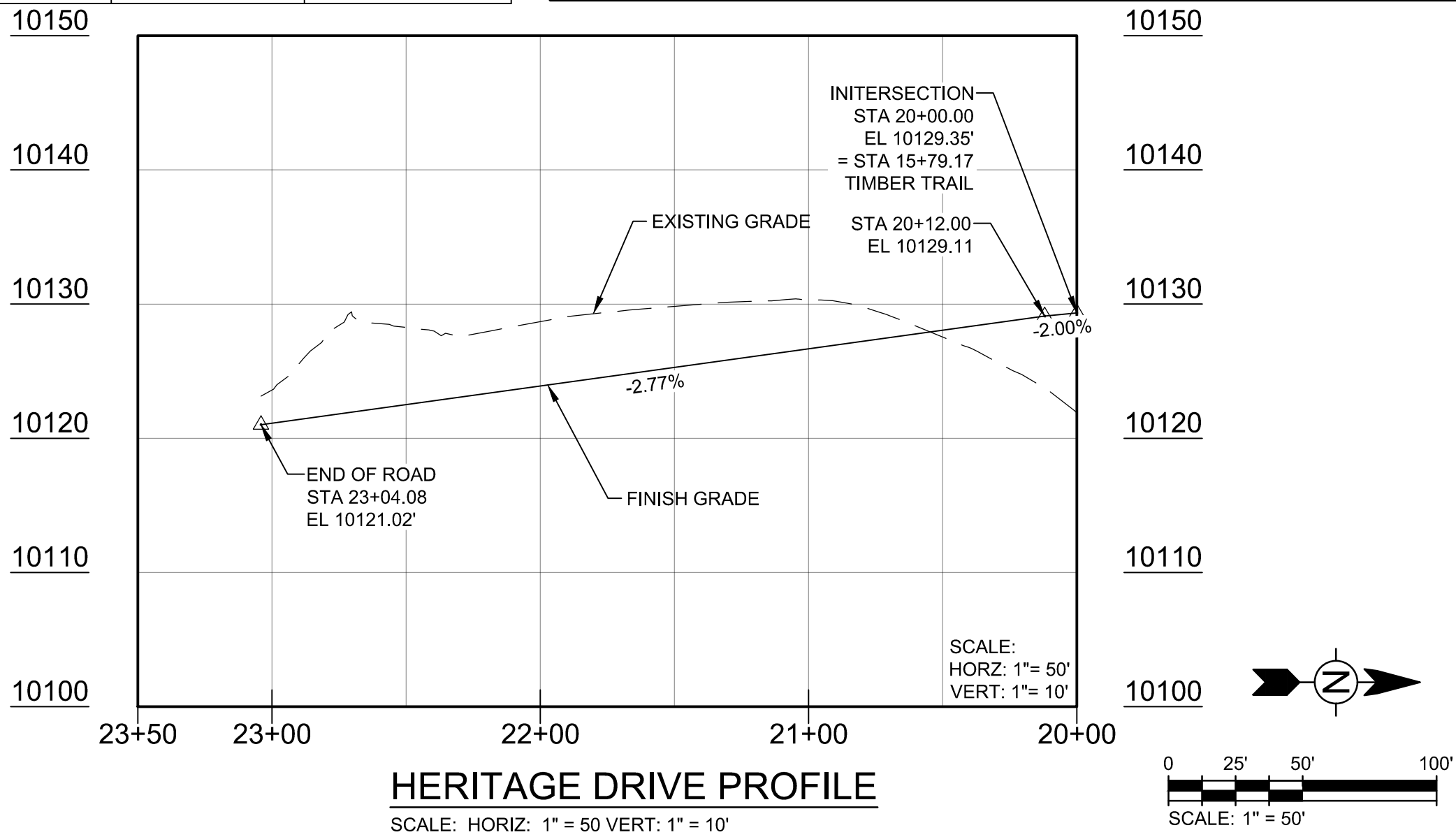


HERITAGE DRIVE CROSS SLOPE TRANSITION TABLE			
STATION	L	R	
20+12	-6%	+6%	
20+22	-5%	+5%	
20+32	-4%	+4%	
20+42	-3%	+3%	
20+52	-2%	+2%	
20+62	-2%	+1%	
20+72	-2%	0%	
20+82	-2%	-1%	
20+92	-2%	-2%	

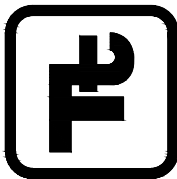
VALOR DRIVE PROFILE

SCALE: HORIZ: 1" = 50 VERT: 1" = 10'

HERITAGE DRIVE CENTERLINE ALIGNMENT TABLE					
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	START NORTHING & EASTING	END NORTHING & EASTING
L7	60.86'		S1° 32' 50.85"W	N: 47643.103 E: 45059.119	N: 47582.262 E: 45057.475
C5	77.68'	250.00'	S7° 21' 12.47"E	N: 47582.262 E: 45057.475	N: 47505.535 E: 45067.377
L8	165.55'		S16° 15' 15.78"E	N: 47505.535 E: 45067.377	N: 47346.607 E: 45113.713



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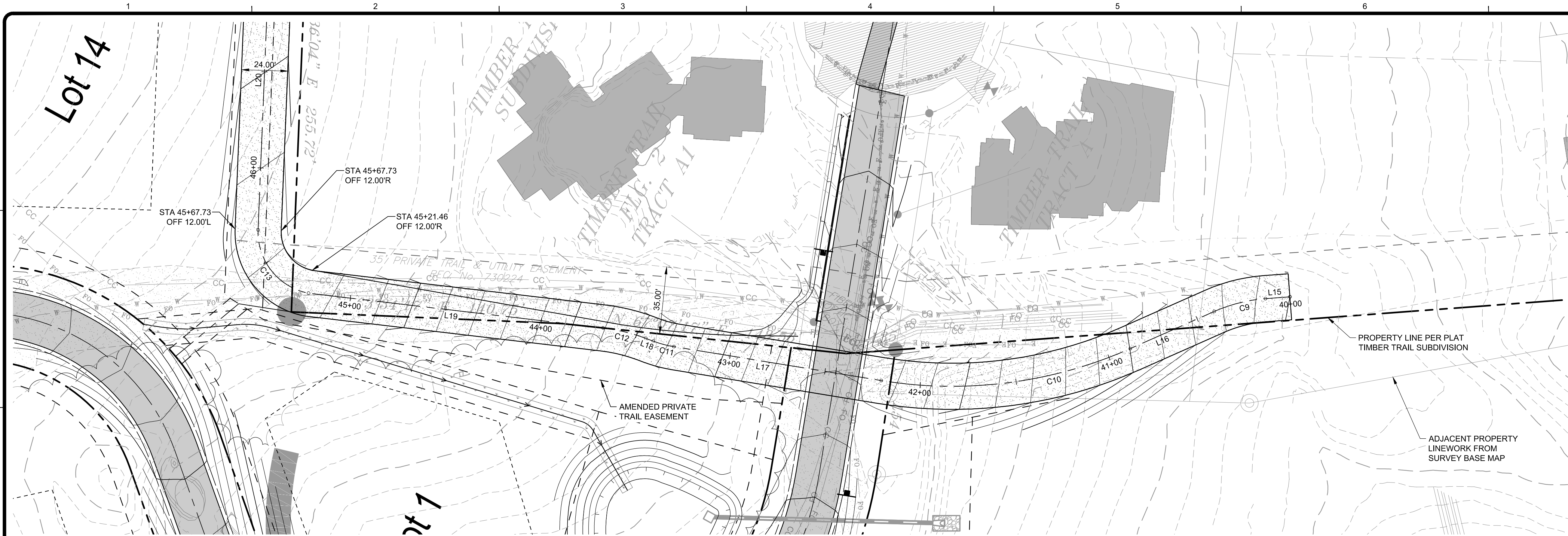
BRECKENRDIGE GRAND VACATIONS
VALOR HERITAGE SUBDIVISION

PLAN & PROFILE HERITAGE DRIVE & VALOR DRIVE

PROJ:	200-325517-21001
DESN:	J.MCAVOY
DRWN:	A.KOCH
CHKD:	C.DURLOO

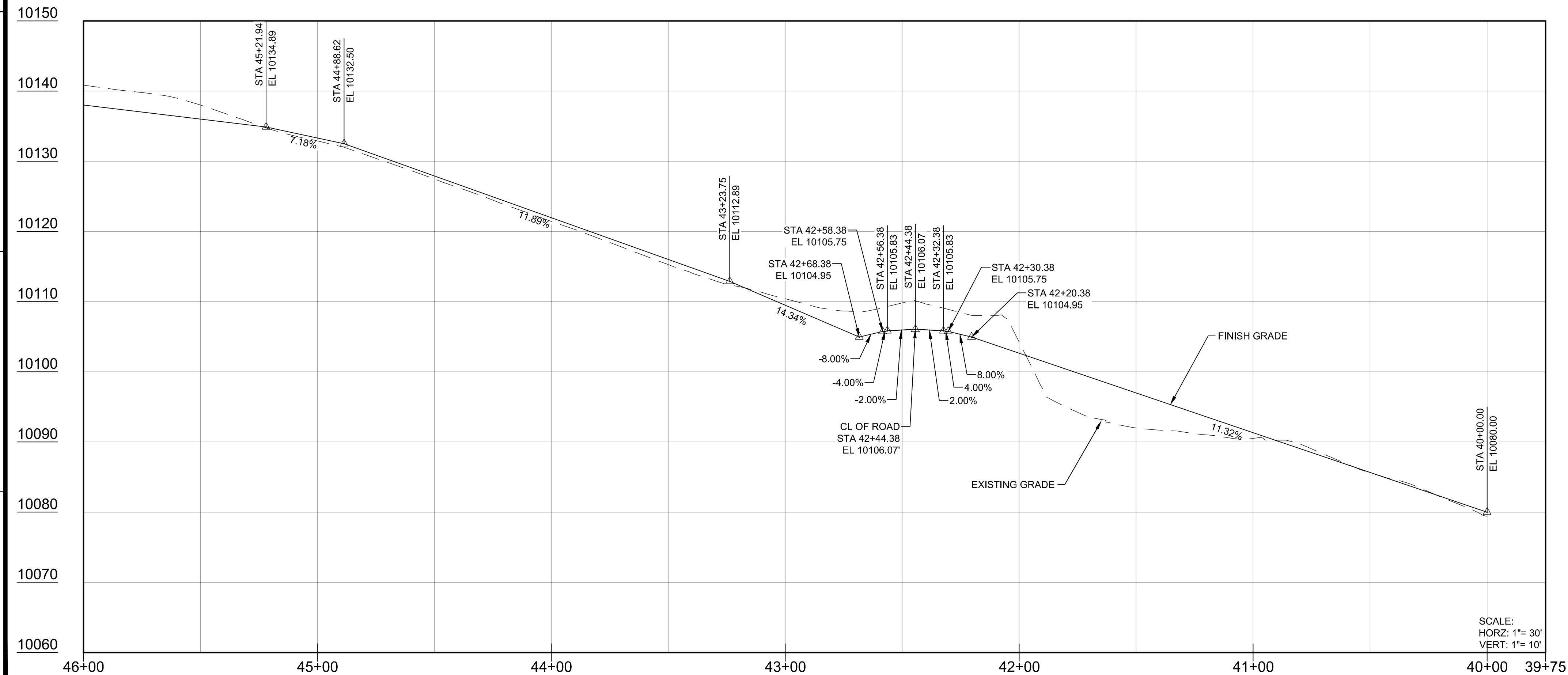
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SKI TRAIL PLAN

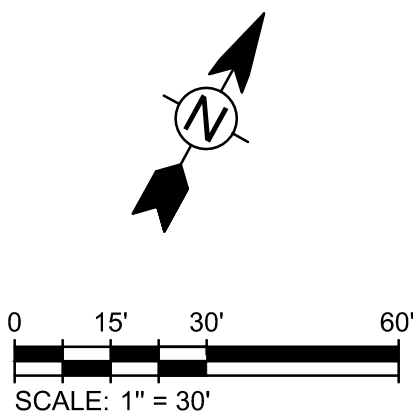
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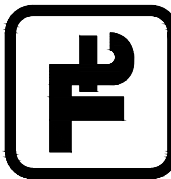
SKI TRAIL PROFILE

SCALE: HORIZ: 1" = 30' VERT: 1" = 10'

SKI TRAIL CENTERLINE ALIGNMENT TABLE					
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	START NORTHING & EASTING	END NORTHING & EASTING
L15	12.78'		S56° 49' 36.00"W	N: 48100.934 E: 45372.160	N: 48093.943 E: 45361.465
C9	27.58'	80.57'	S47° 01' 11.94"W	N: 48093.943 E: 45361.465	N: 48075.231 E: 45341.385
L16	47.75'		S37° 12' 47.87"W	N: 48075.231 E: 45341.385	N: 48037.201 E: 45312.505
C10	132.27'	228.45'	S53° 47' 59.87"W	N: 48037.201 E: 45312.505	N: 47960.168 E: 45207.252
L17	109.22'		S70° 23' 11.87"W	N: 47960.168 E: 45207.252	N: 47923.507 E: 45104.373
C11	11.10'	56.25'	S76° 02' 27.36"W	N: 47923.507 E: 45104.373	N: 47920.833 E: 45093.617
L18	4.15'		S81° 41' 42.85"W	N: 47920.833 E: 45093.617	N: 47920.233 E: 45089.508
C12	22.96'	94.88'	S74° 45' 40.26"W	N: 47920.233 E: 45089.508	N: 47914.212 E: 45067.405
L19	154.12'		S67° 49' 37.67"W	N: 47914.212 E: 45067.405	N: 47856.047 E: 44924.681
C13	45.78'	32.24'	N67° 24' 24.40"W	N: 47856.047 E: 44924.681	N: 47872.193 E: 44885.879
L20	187.67'		N26° 34' 21.00"W	N: 47872.193 E: 44885.879	N: 48040.039 E: 44801.929



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DATE

DESCRIPTION

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09/05/25

FINAL SUBDIVISION SUBMITTAL

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DESN: J.MCAVOY

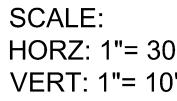
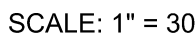
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CHKD: C.DURLIOO

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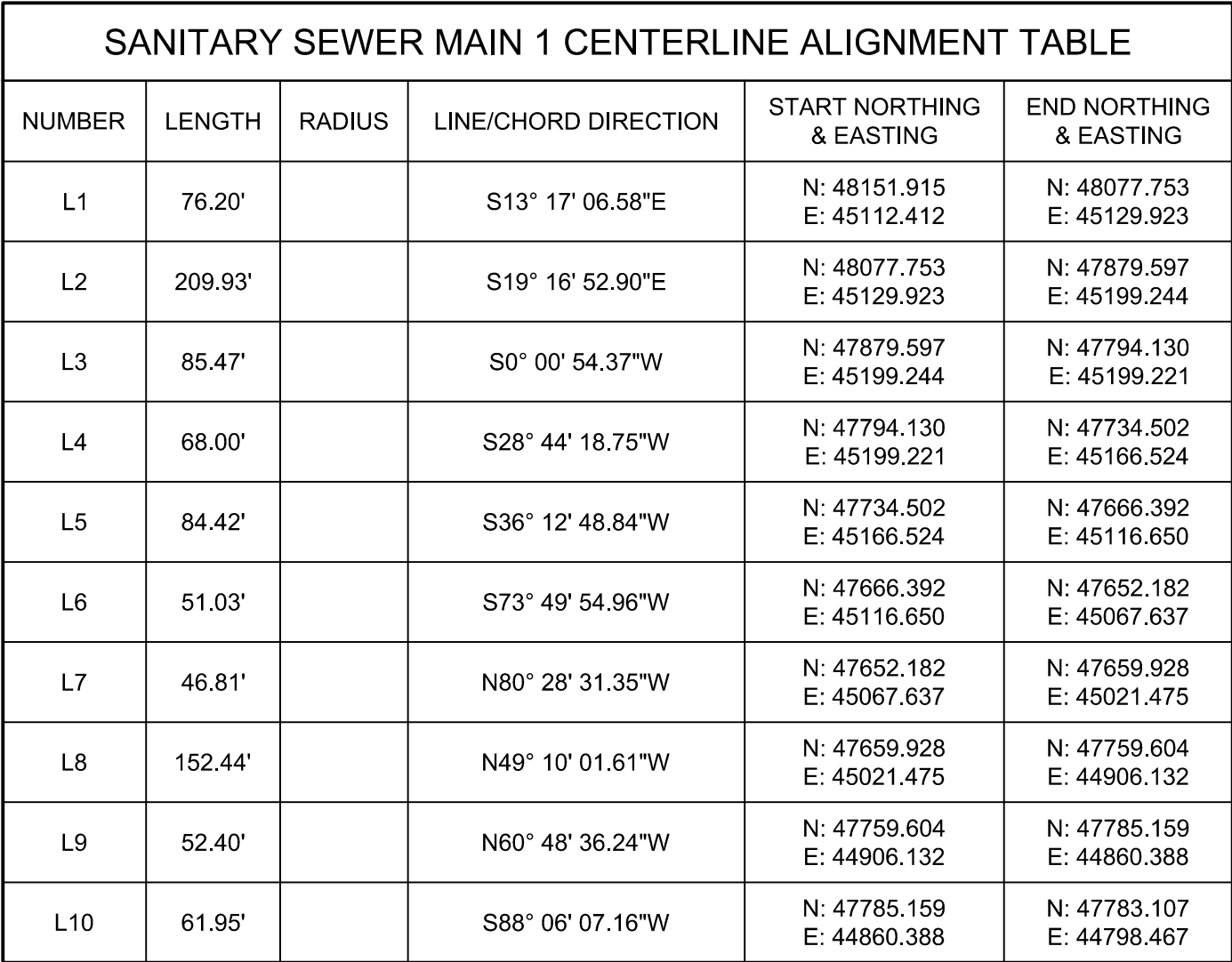
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BRECKENRIDGE GRAND VACATIONS
VALOR HERITAGE SUBDIVISION

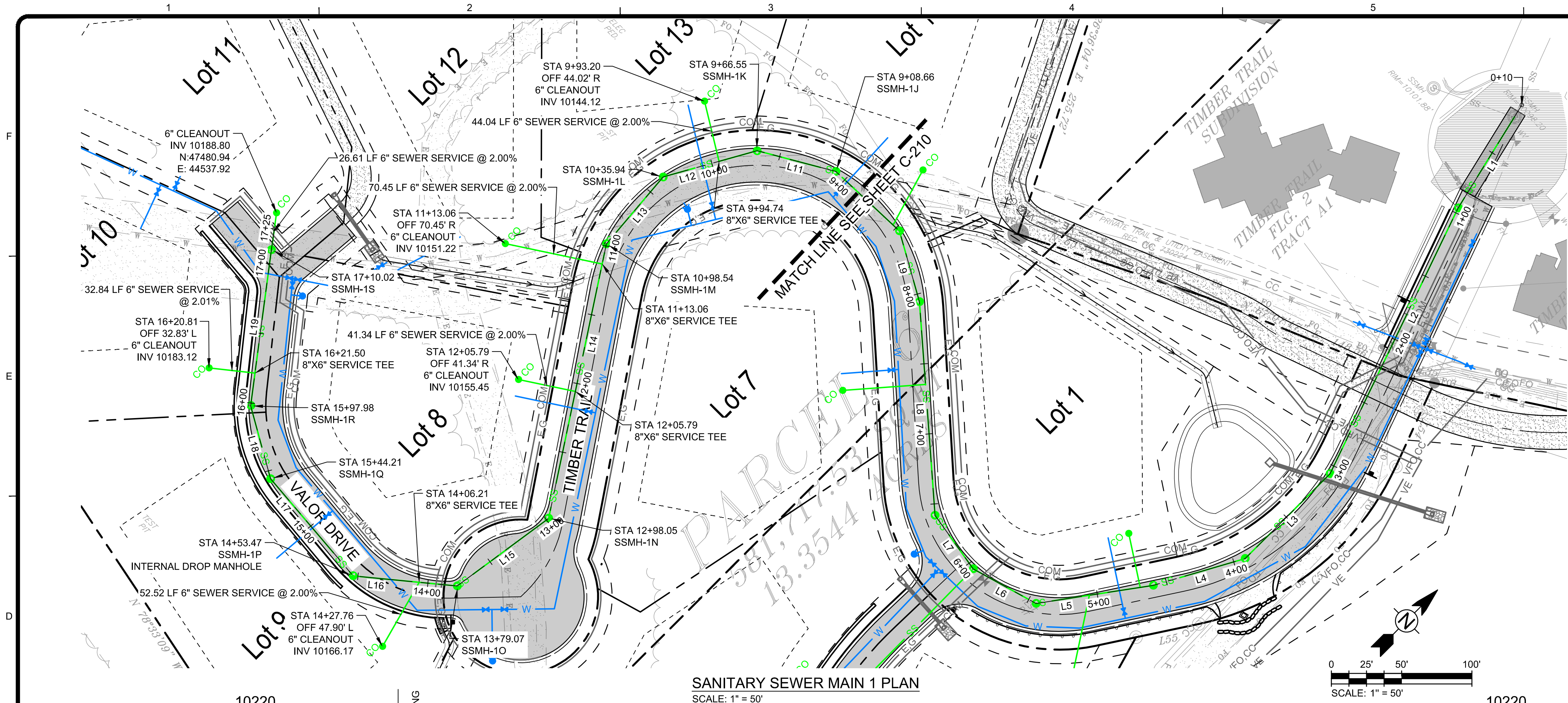
PLAN & PROFILE
SKI TRAIL

C-205



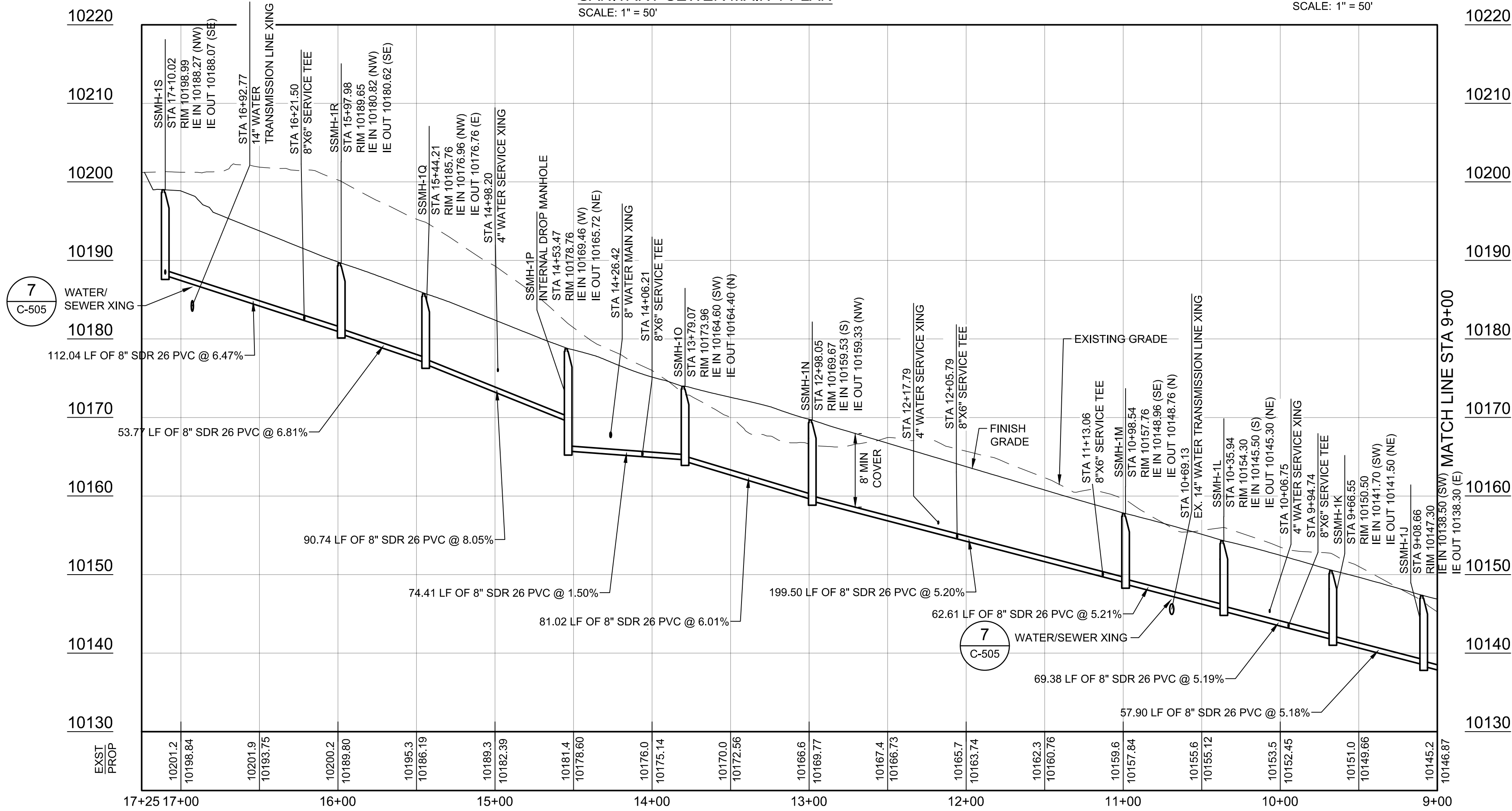
- NOTES:**
1. SEE SHEET C-505 FOR SANITARY SEWER DETAILS.
 2. SEE UPPER BLUE SANITATION DISTRICT CONSTRUCTION STANDARDS FOR CONSTRUCTION REQUIREMENTS.
 3. ALL SANITARY SEWER MAIN AND SERVICE LINES SHALL BE SDR 26 PVC.

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SANITARY SEWER MAIN 1 PLAN

SCALE: 1" = 50'



SANITARY SEWER MAIN 1 PROFILE

SCALE: HORIZ: 1" = 50' VERT: 1" = 10'

SANITARY SEWER MAIN 1 CENTERLINE ALIGNMENT TABLE					
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	START NORTHING & EASTING	END NORTHING & EASTING
L10	61.95'		S88° 06' 07.16"W	N: 47785.159 E: 44860.388	N: 47783.107 E: 44798.467
L11	57.90'		S59° 46' 51.11"W	N: 47783.107 E: 44798.467	N: 47753.968 E: 44748.438
L12	69.38'		S29° 25' 39.75"W	N: 47753.968 E: 44748.438	N: 47693.537 E: 44714.348
L13	62.61'		S4° 44' 23.73"E	N: 47693.537 E: 44714.348	N: 47631.144 E: 44719.522
L14	199.50'		S33° 08' 04.08"E	N: 47631.144 E: 44719.522	N: 47464.082 E: 44828.572
L15	81.02'		S8° 28' 14.29"W	N: 47464.082 E: 44828.572	N: 47383.945 E: 44816.637
L16	74.41'		S50° 34' 58.44"W	N: 47383.945 E: 44816.637	N: 47336.700 E: 44759.156
L17	90.74'		N85° 21' 02.40"W	N: 47336.700 E: 44759.156	N: 47344.055 E: 44668.715
L18	53.77'		N60° 15' 35.12"W	N: 47344.055 E: 44668.715	N: 47370.728 E: 44622.030
L19	112.04'		N37° 25' 59.93"W	N: 47370.728 E: 44622.030	N: 47459.692 E: 44553.930

NOTES:

- SEE SHEET C-505 FOR SANITARY SEWER DETAILS.
- SEE UPPER BLUE SANITATION DISTRICT CONSTRUCTION STANDARDS FOR CONSTRUCTION REQUIREMENTS.
- ALL SANITARY SEWER MAIN AND SERVICE LINES SHALL BE SDR 26 PVC.

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MARK	DATE	DESCRIPTION	BY
	09/05/25	FINAL SUBDIVISION SUBMITTAL	

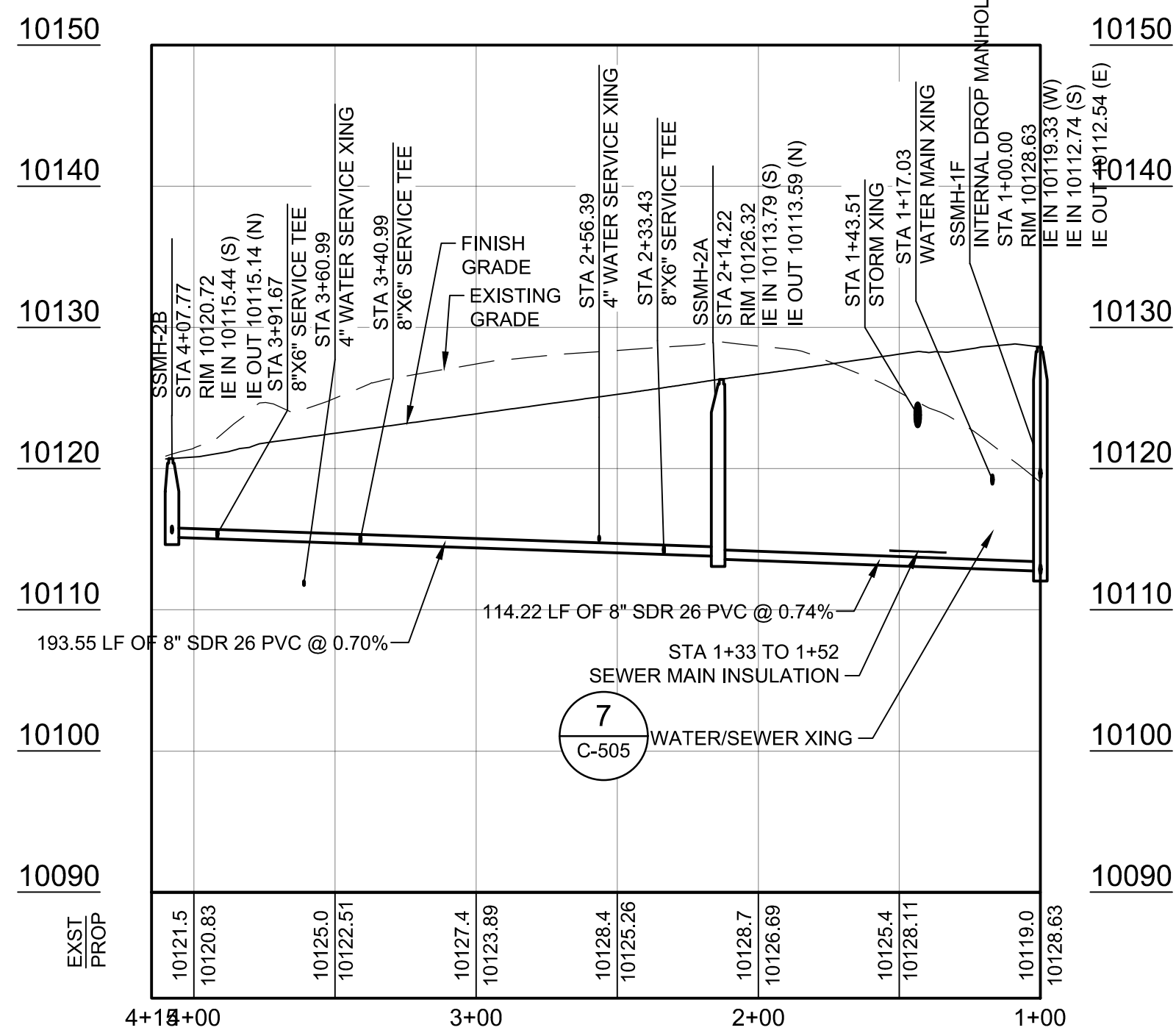
BRECKENRDIGE GRAND VACATIONS
VALOR HERITAGE SUBDIVISION
SANITARY SEWER
PLAN AND PROFILE

PROJ: 200-325517-21001
DESIGN: A.KOCH
DRAWN: J.MCAVOY
CHKD: C.DURLOO

C-211

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Bar Measures 1 inch, otherwise drawing not to scale



SANITARY SEWER MAIN 2 PROFILE

SCALE: HORIZ: 1"= 50' VERT: 1"= 10'

NOTES:

1. SEE SHEET C-505 FOR SANITARY SEWER DETAILS.
2. SEE UPPER BLUE SANITATION DISTRICT CONSTRUCTION STANDARDS FOR CONSTRUCTION REQUIREMENTS.
3. ALL SANITARY SEWER MAIN AND SERVICE LINES SHALL BE SDR 26 PVC.
4. LOTS 3 AND 4 MAY REQUIRE A SANITARY SEWER PUMP SYSTEM TO PUMP WASTEWATER TO THE SANITARY SEWER SERVICE STUBS AT HERITAGE DRIVE. OTHER LOTS MAY ALSO REQUIRE A PUMP SYSTEM DEPENDING ON HOUSE DESIGN.

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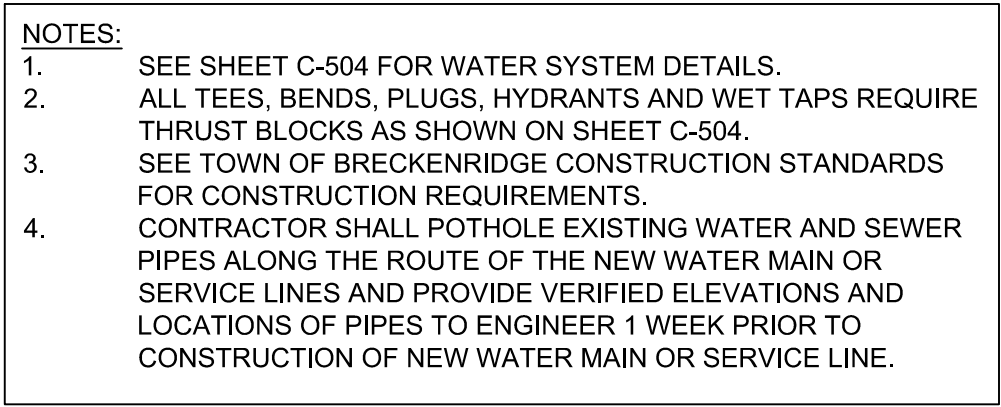
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KKENRDIGE GRAND VACATIONS
WALOR HERITAGE SUBDIVISION
SANITARY SEWER
PLAN AND PROFILE

PROJ:	200-325517-21001
DESN:	A.KOCH
DRWN:	J.MCAVOY
CHKD:	C.DURLOO

C-212

WATER TRANSMISSION LINE 1 CENTERLINE ALIGNMENT TABLE					
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	START NORTHING & EASTING	END NORTHING & EASTING
L1	9.17'		S70° 33' 13.42"W	N: 48005.196 E: 45219.420	N: 48002.142 E: 45210.770
L2	81.01'		S65° 42' 33.27"W	N: 48001.235 E: 45208.288	N: 47967.910 E: 45134.450
L3	81.01'		S65° 42' 33.27"W	N: 48001.235 E: 45208.288	N: 47967.910 E: 45134.450

[illegible]

BRECKENRIDGE GRAND VACATIONS	
VALOR HERITAGE SUBDIVISION	
WATER PLAN AND PROFILE	
PROJ:	200-325517-21001
DESIN:	A.KOCH
DRWN:	J.MCAVOY
CHKD:	C.DURLOO

C-220

9/5/2025 1:32:46 PM - C:\USERS\JACK.MCAVOY\DCACCD\OSSTETRA TECH INC\200-325517-21001 BRECK GRAND VACA\PROJECT FILES\CAD\SHEETFILES\C-220 WATER PLAN & PROFILES.DWG - MCAVOY, JACK

1 2 3 4 5 6 7

F

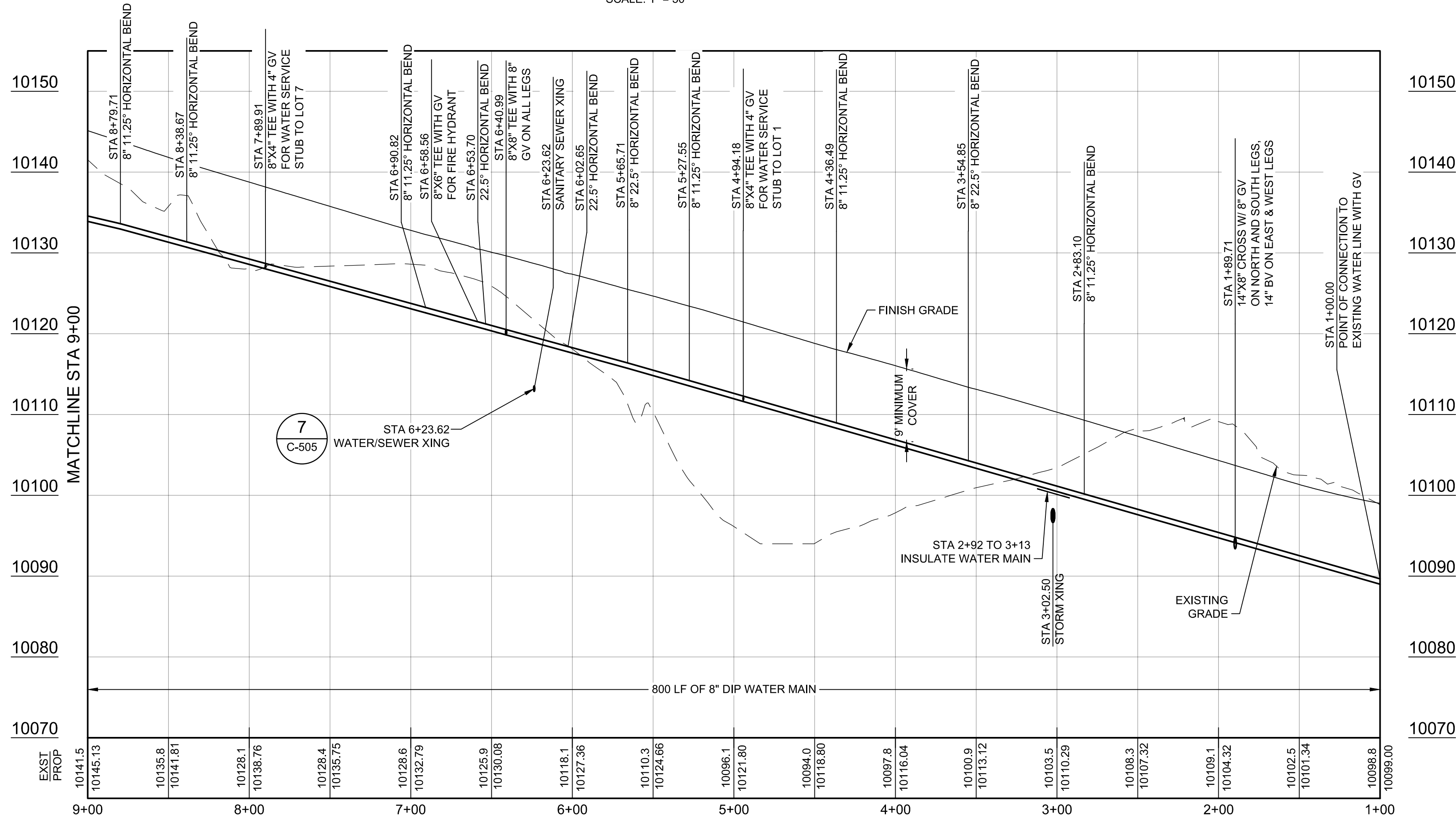
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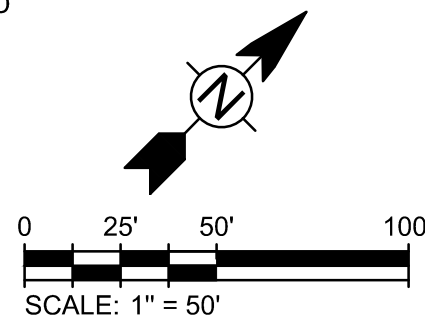
C

B

A



WATER MAIN 1 PLAN
SCALE: 1" = 50'



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

WATER MAIN 1 CENTERLINE ALIGNMENT TABLE					
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	START NORTHING & EASTING	END NORTHING & EASTING
L20	51.63'		N86° 01' 45.25"W	N: 47765.528 E: 44856.423	N: 47769.104 E: 44804.915
L21	143.90'		S31° 10' 33.38"W	N: 47769.104 E: 44804.915	N: 47645.982 E: 44730.420
L22	268.20'		S33° 07' 16.52"E	N: 47645.982 E: 44730.420	N: 47421.362 E: 44876.967
L23	97.67'		S44° 20' 07.90"W	N: 47421.362 E: 44876.967	N: 47351.505 E: 44808.711
L24	133.13'		N85° 16' 09.46"W	N: 47351.505 E: 44808.711	N: 47362.485 E: 44676.035
L25	36.21'		N65° 46' 28.04"W	N: 47362.485 E: 44676.035	N: 47377.342 E: 44643.015
L26	101.54'		N39° 01' 00.14"W	N: 47377.342 E: 44643.015	N: 47456.239 E: 44579.088

WATER MAIN 1 PROFILE
SCALE: HORIZ. 1"= 50' VERT. 1"= 10'

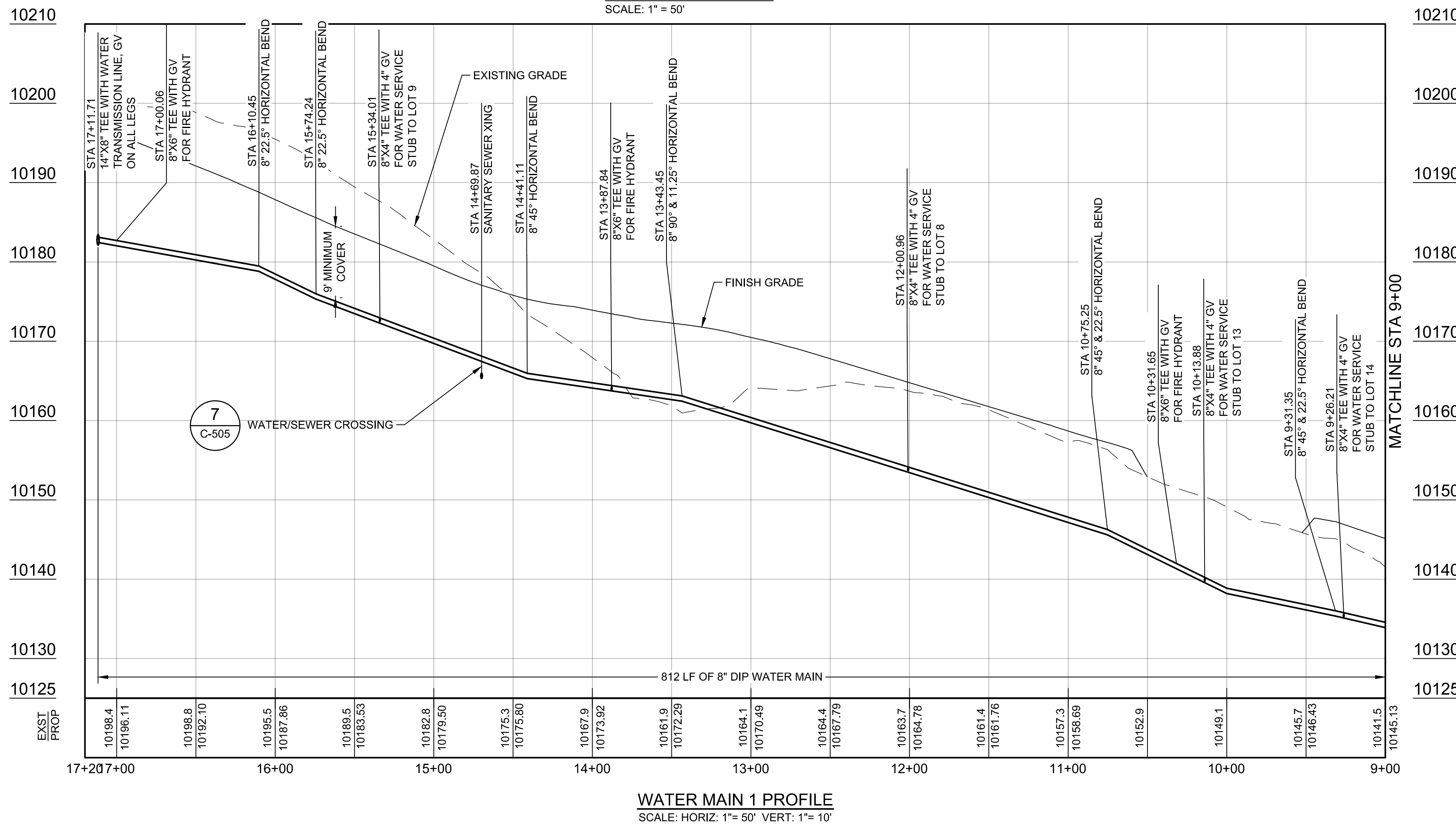
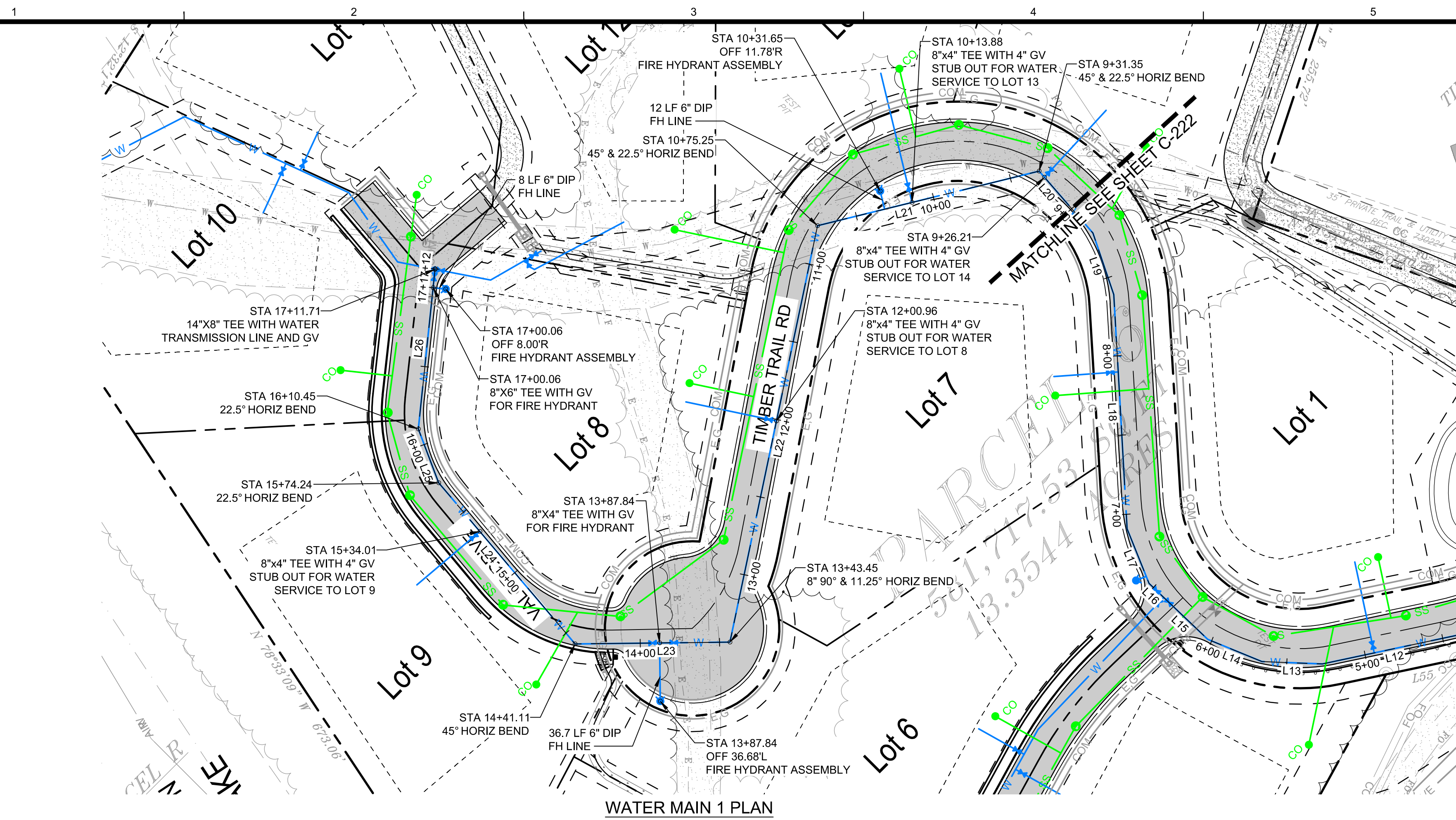


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BRECKENRIDGE GRAND VACATIONS	
VALOR HERITAGE SUBDIVISION	
WATER PLAN AND PROFILE	
PROJ:	200-325517-21001
DESN:	A.KOCH
DRWN:	J.MCAVOY
CHKD:	C.DURLOO

C-222



- NOTES:**
1. SEE SHEET C-504 FOR WATER SYSTEM DETAILS.
 2. ALL TEES, BENDS, PLUGS, HYDRANTS AND WET TAPS REQUIRE THRUST BLOCKS AS SHOWN ON SHEET C-504.
 3. SEE TOWN OF BRECKENRIDGE CONSTRUCTION STANDARDS FOR CONSTRUCTION REQUIREMENTS.
 4. CONTRACTOR SHALL POTABLE 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.

WATER MAIN 1 CENTERLINE ALIGNMENT TABLE					
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	START NORTHING & EASTING	END NORTHING & EASTING
L9	183.10'		S19° 37' 39.37"E	N: 48074.081 E: 45152.332	N: 47901.619 E: 45213.837
L10	71.75'		S7° 44' 10.61"E	N: 47901.619 E: 45213.837	N: 47830.519 E: 45223.496
L11	81.64'		S16° 25' 34.43"W	N: 47830.519 E: 45223.496	N: 47752.212 E: 45200.410
L12	91.06'		S32° 57' 38.45"W	N: 47752.212 E: 45200.410	N: 47675.811 E: 45150.869
L13	38.16'		S47° 17' 33.82"W	N: 47675.811 E: 45150.869	N: 47649.928 E: 45122.827
L14	36.94'		S67° 17' 05.27"W	N: 47649.928 E: 45122.827	N: 47635.665 E: 45088.754
L15	38.34'		S88° 36' 06.37"W	N: 47635.665 E: 45088.754	N: 47634.729 E: 45050.425
L16	12.71'		S88° 36' 06.37"W	N: 47634.729 E: 45050.425	N: 47634.419 E: 45037.722
L17	37.12'		N66° 55' 20.63"W	N: 47634.419 E: 45037.722	N: 47648.971 E: 45003.570
L18	147.85'		N48° 15' 43.11"W	N: 47648.971 E: 45003.570	N: 47747.399 E: 44893.243
L19	41.04'		N63° 47' 09.42"W	N: 47747.399 E: 44893.243	N: 47765.528 E: 44856.423
L20	51.63'		N86° 01' 45.25"W	N: 47765.528 E: 44856.423	N: 47769.104 E: 44804.915



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WICKENRDIGE GRAND VACATIONS
VALOR HERITAGE SUBDIVISION

WATER PLAN AND PROFILE

PROJ: 200-325517-21001

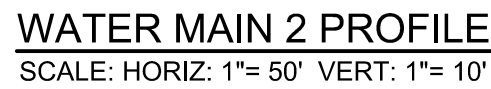
DESN: A.KOCH

DRWN: J.MCAVOY

CHRD:	C.DURLOU
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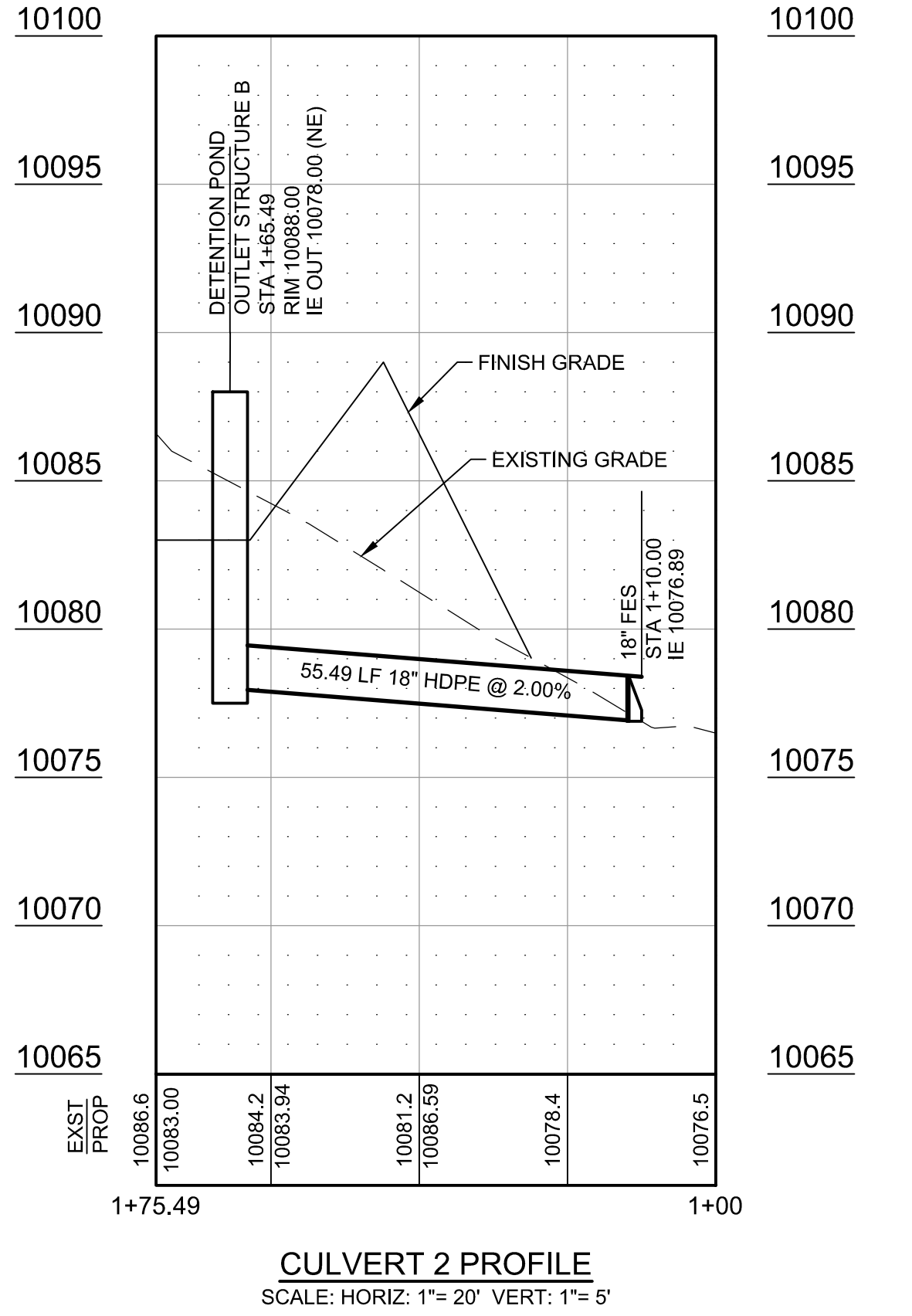
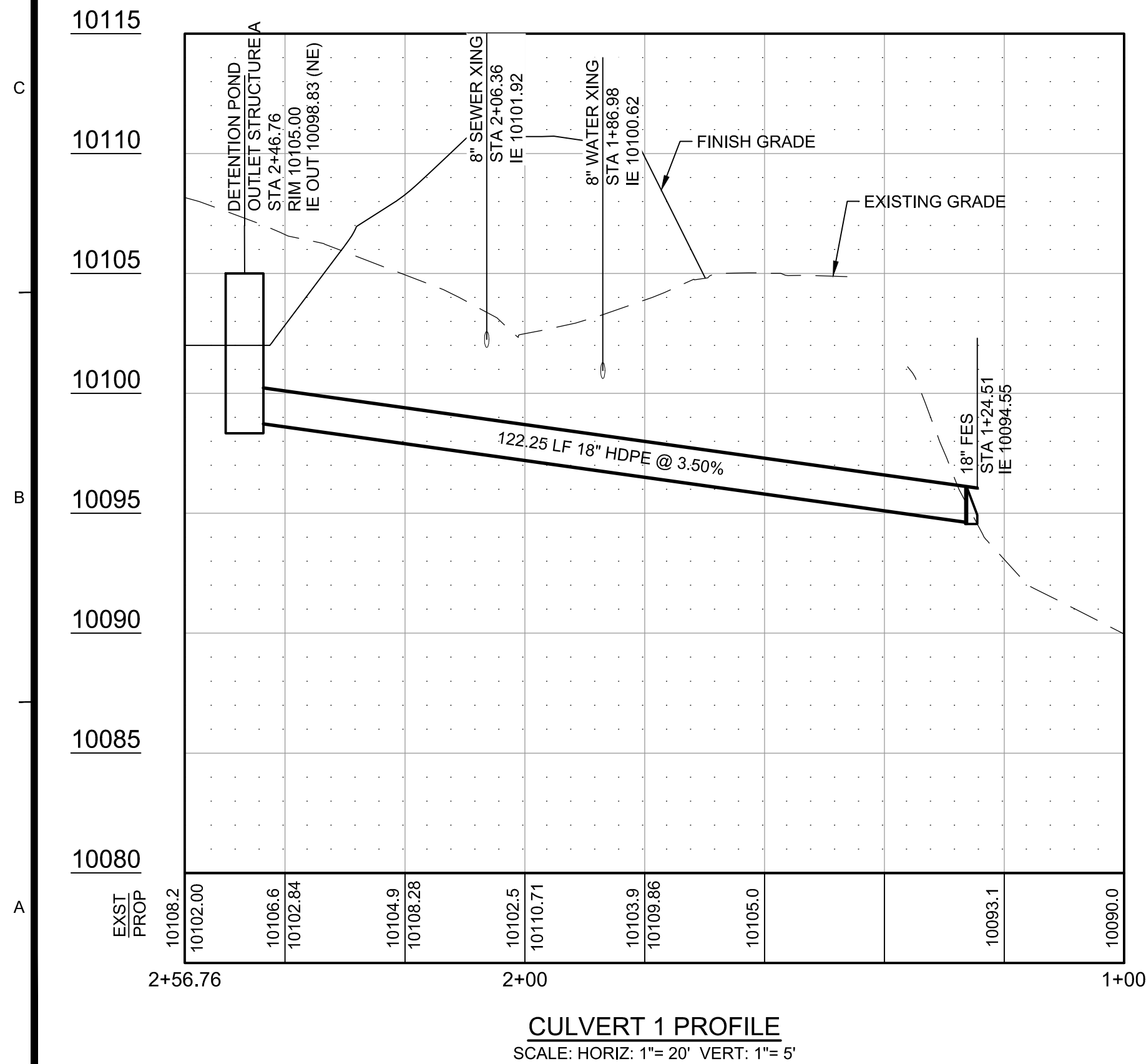
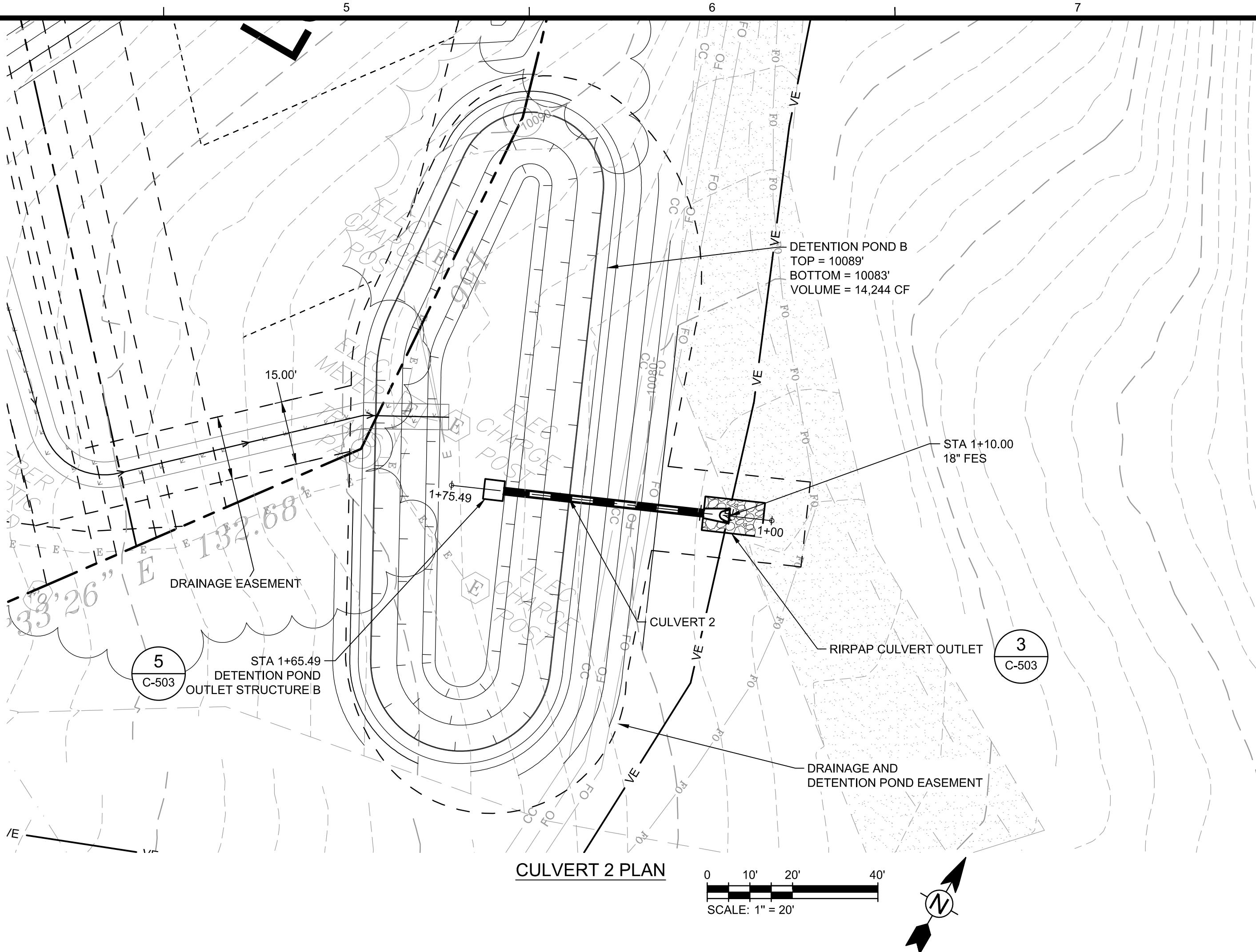
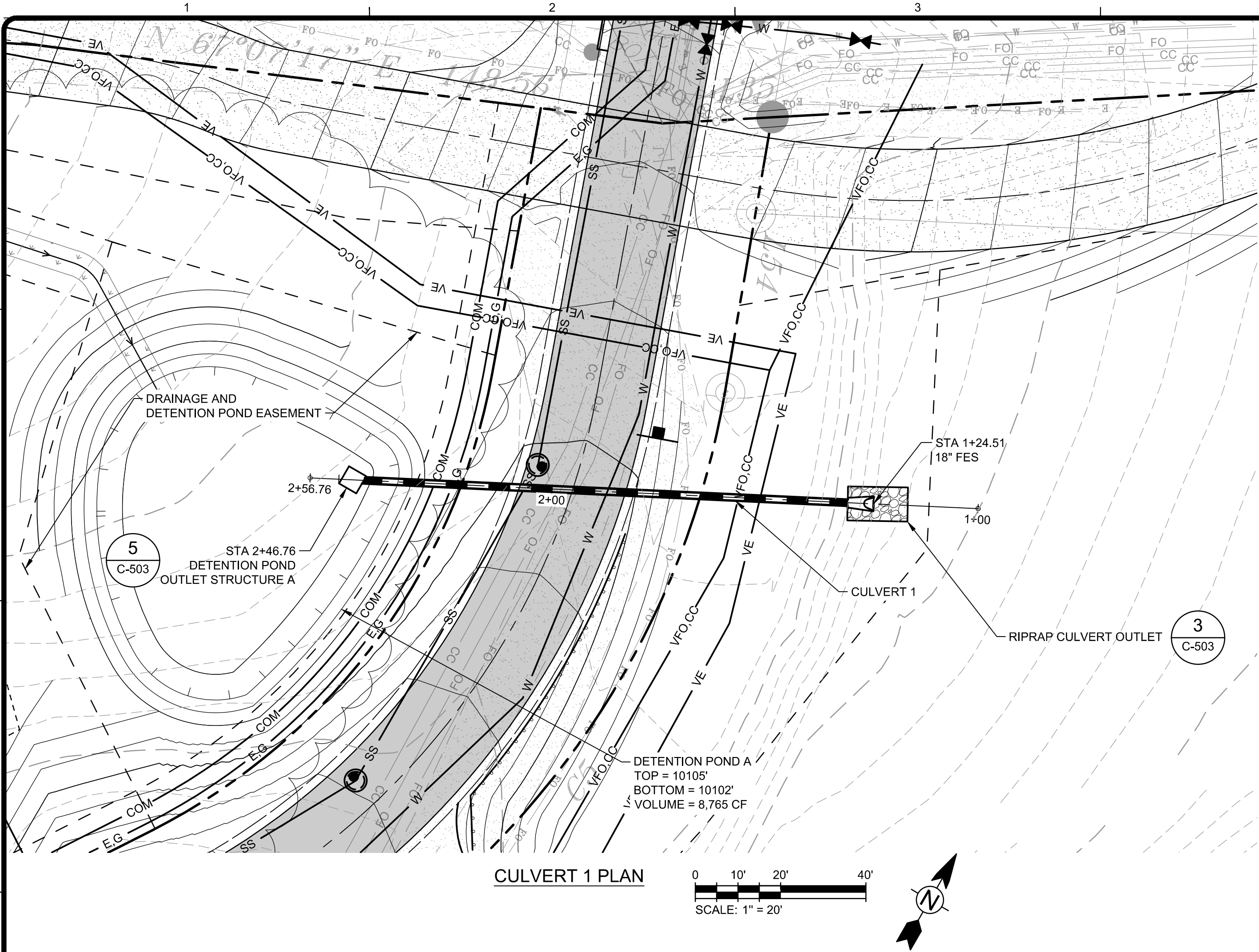
C-223

<u>NOTES:</u>	
1.	SEE SHEET C-504 FOR WATER SYSTEM DETAILS.
2.	ALL TEES, BENDS, PLUGS, HYDRANTS AND WET TAPS REQUIRE THRU BLOCK AS SHOWN ON SHEET C-504.
3.	SEE TOWN OF BRECKENRIDGE CONSTRUCTION STANDARDS FOR CONSTRUCTION REQUIREMENTS.
4.	CONTRACTOR SHALL PATCH/POLE EXISTING WATER AND SEWER PIPES ALONG THE ROUTE OF THE NEW WATER MAIN OR SERVICE LINES AND PROVIDE VERIFIED ELEVATIONS AND LOCATIONS OF PIPES TO ENGINEER 1 WEEK PRIOR TO CONSTRUCTION OF NEW WATER MAIN OR SERVICE LINE.



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BRECKENRDIGE GRAND VACATIONS VALOR HERITAGE SUBDIVISION
CULVERT 1 AND 2 PLAN & PROFILE
PROJ: 200-325517-21001
DESIN: J.MCAVOY
DRWN: A.KOCH
CHKD: C.DURLOO

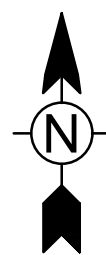
C-230

Technical site plan for Lot 2, showing a riprap culvert outlet. The plan includes the following details:

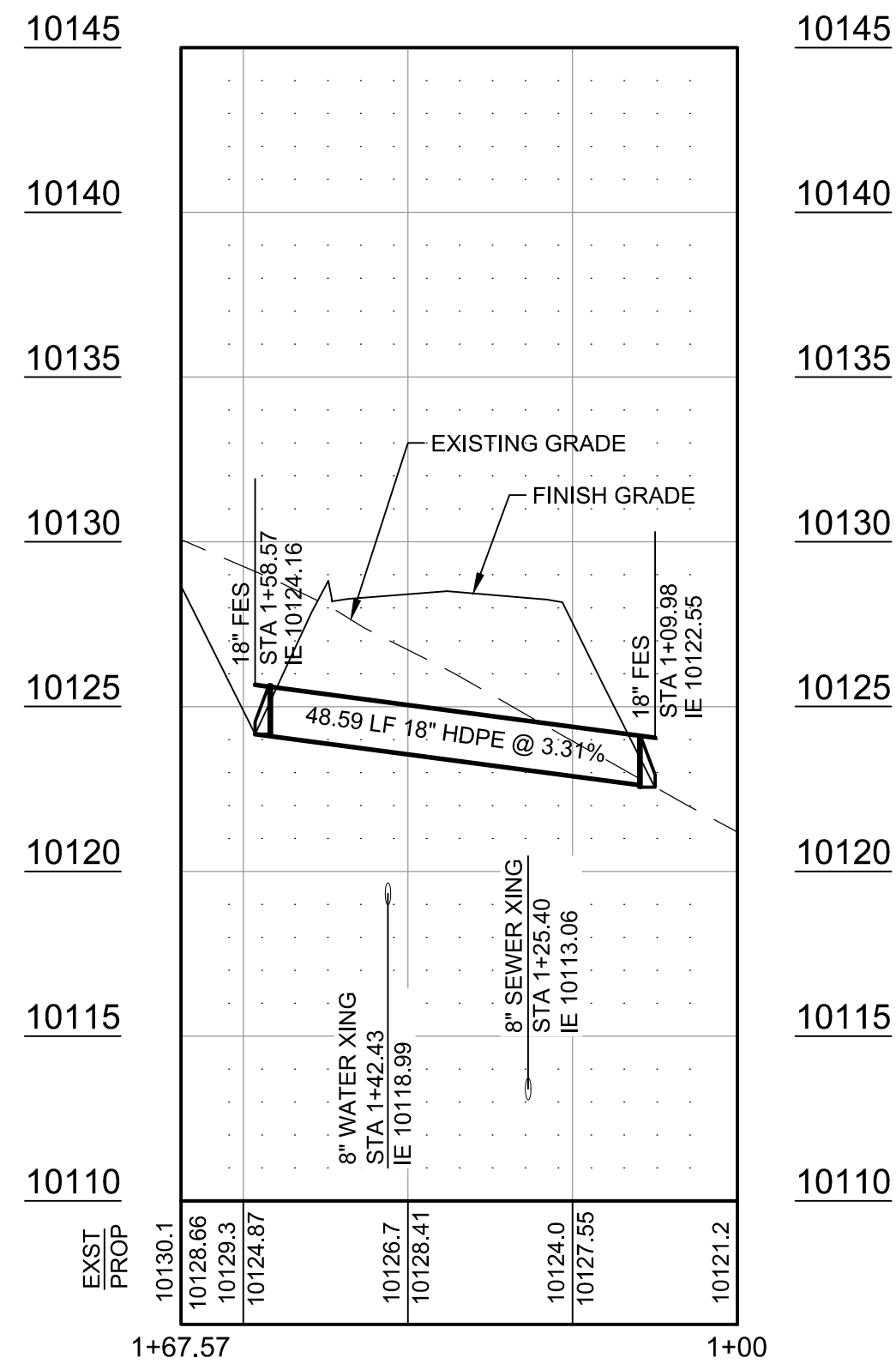
- Stationing:** STA 1+58.57 (18" FES) and STA 1+09.98 (18" FES).
- Culvert Structure:** A horizontal culvert structure labeled "RIPRAP CULVERT OUTLET" and "CULVERT 3".
- Property Lines:** Lot 2 is labeled in the bottom right corner. The plan shows the boundary between Lot 2 and an adjacent property (labeled "CO").
- Topography:** Contour lines are shown, indicating elevation changes.
- Engineering Annotations:** Various lines and symbols are used to denote different types of boundaries and features, including:
 - EG (Easement/Ground)
 - SS (Setback/Service)
 - COM (Common/Conveyance)
 - W (Water/Waterway)
- Other Features:** A circular feature labeled "3" and "C-503" is shown near the culvert outlet.

0 10' 20' 40'

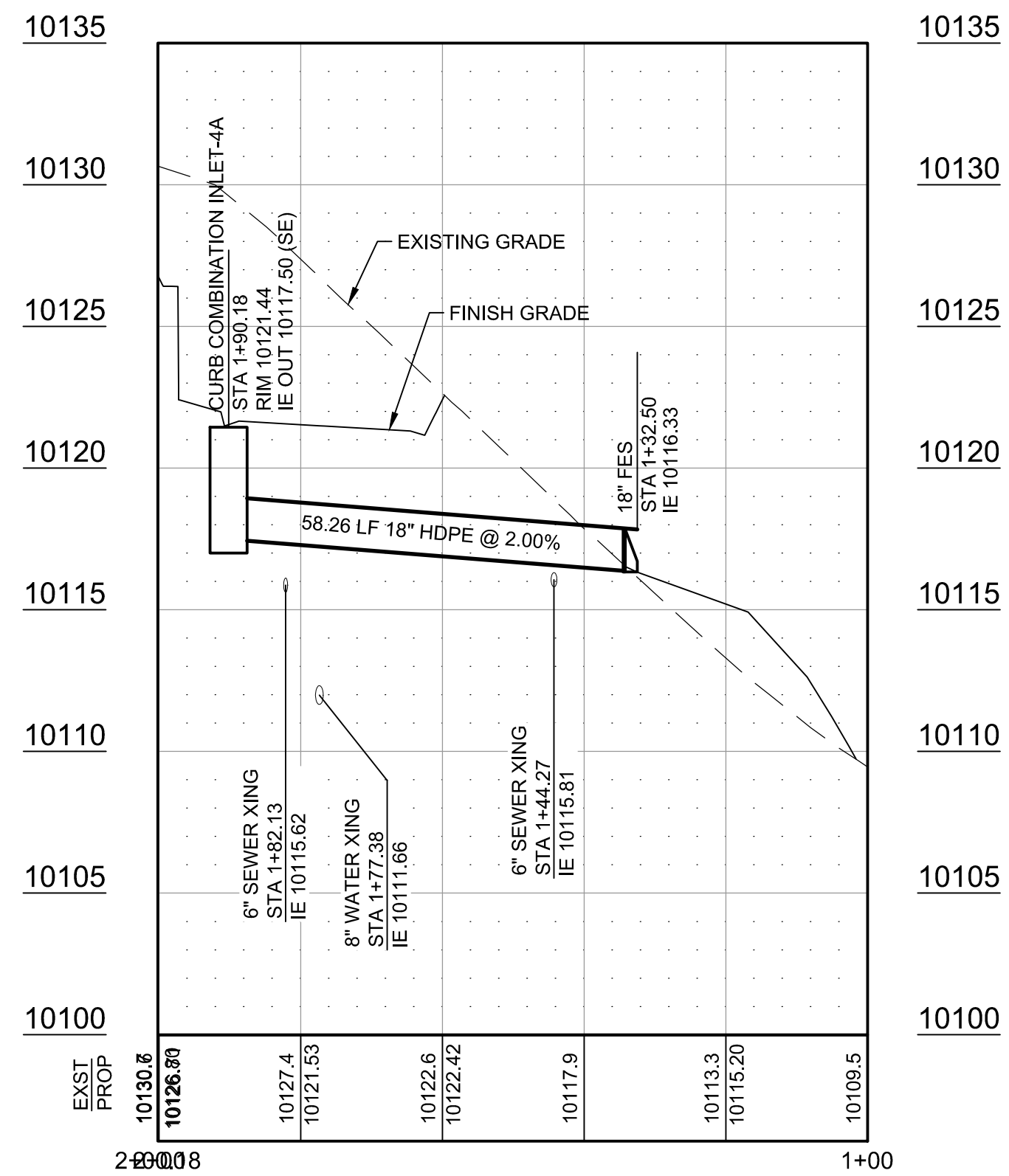
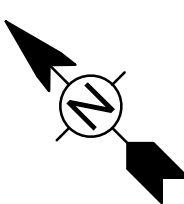
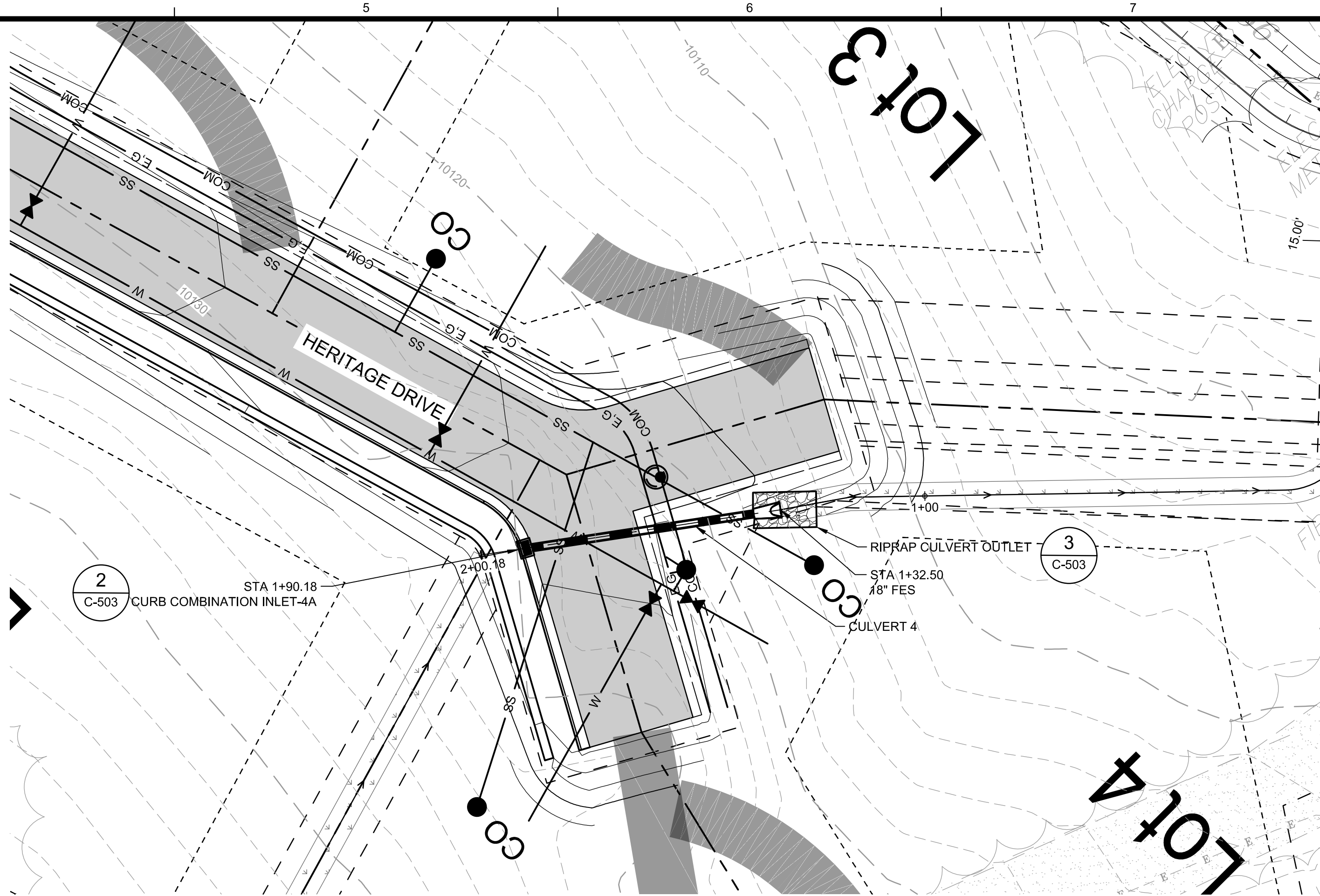
SCALE: 1" = 20'



Lot 2

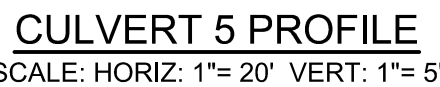
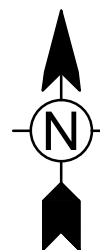


SCALE: HORIZ: 1"= 20' VERT: 1"= 5'



SCALE: HORIZ: 1"= 20' VERT: 1"= 5'

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BRECKENRIDGE GRAND VACATIONS

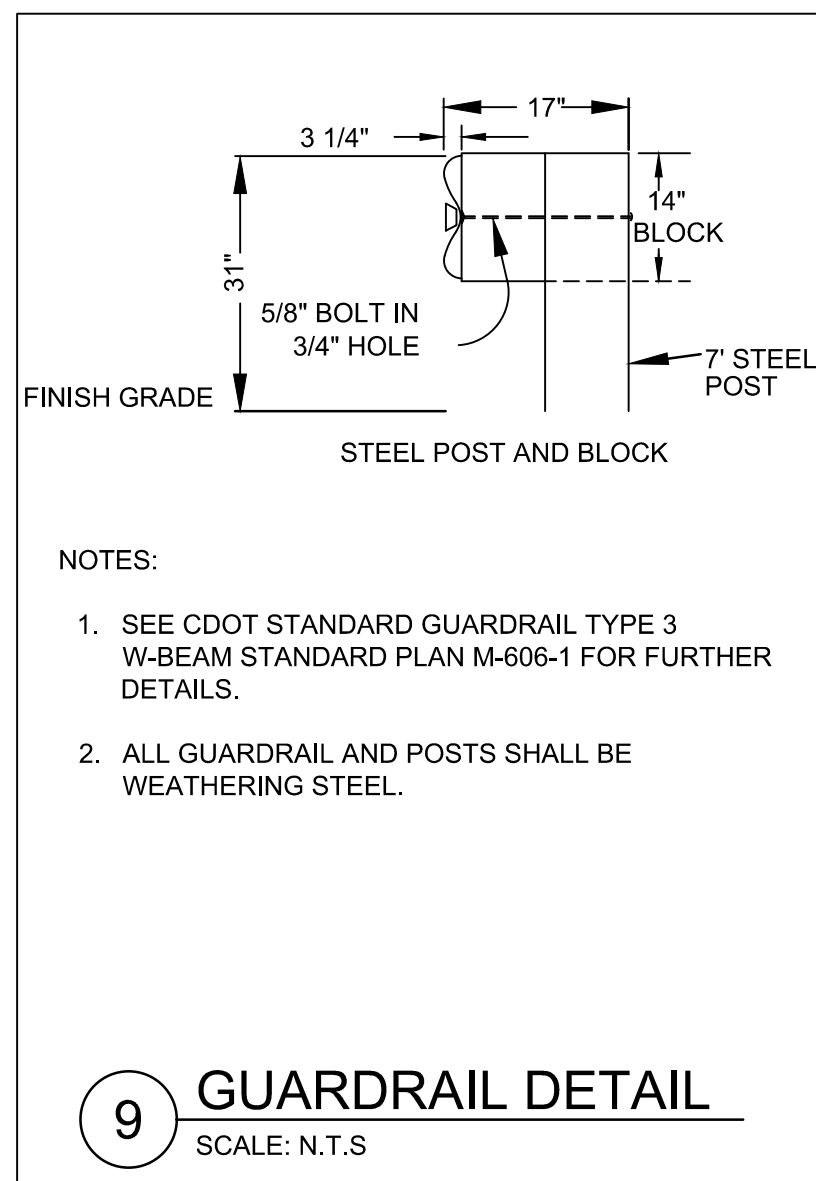
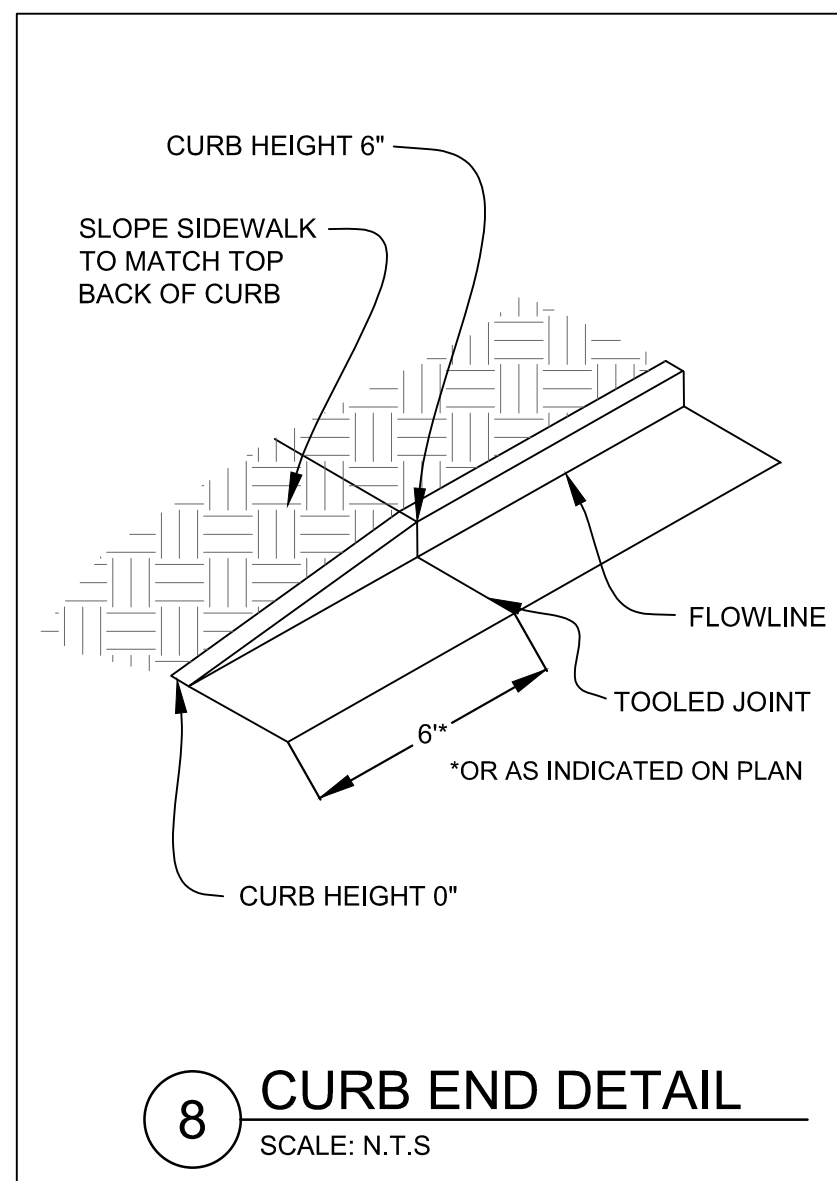
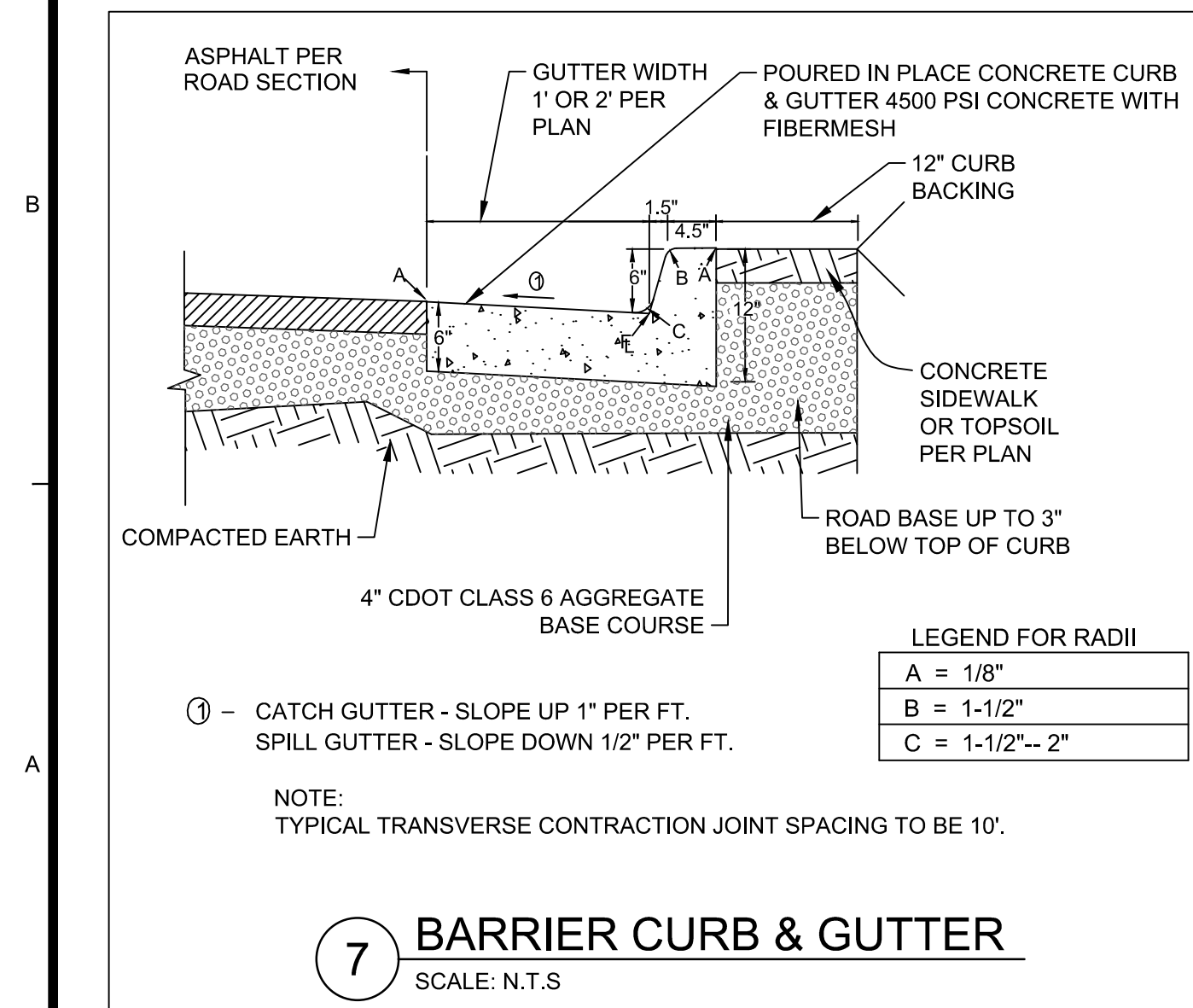
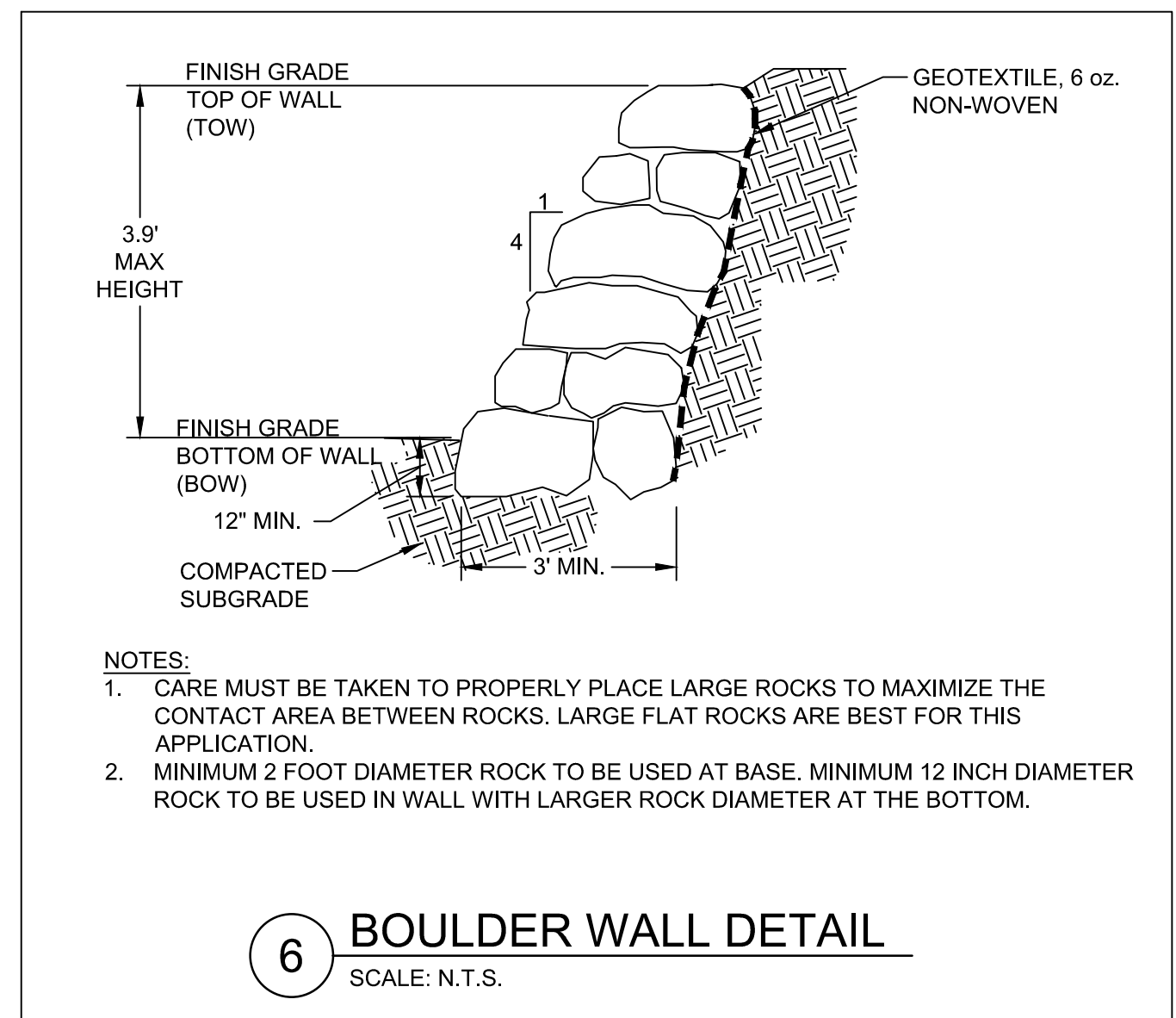
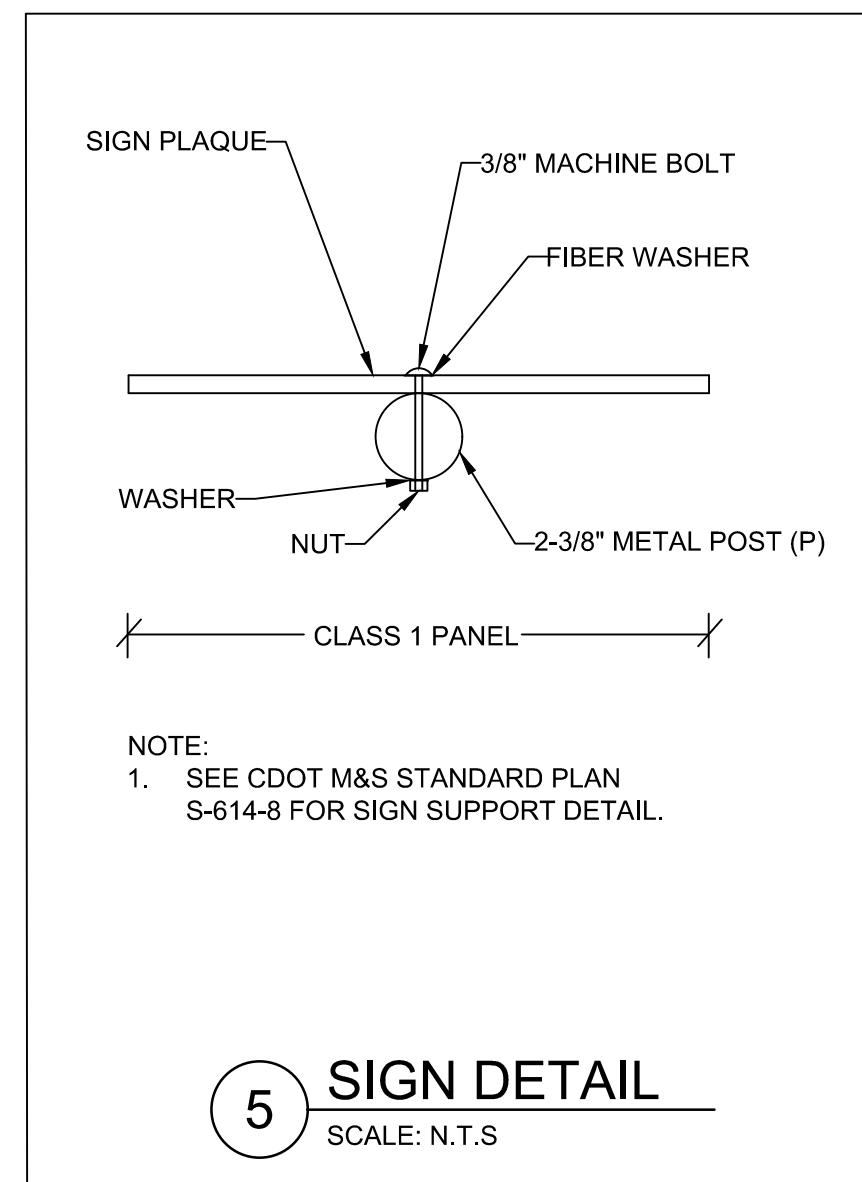
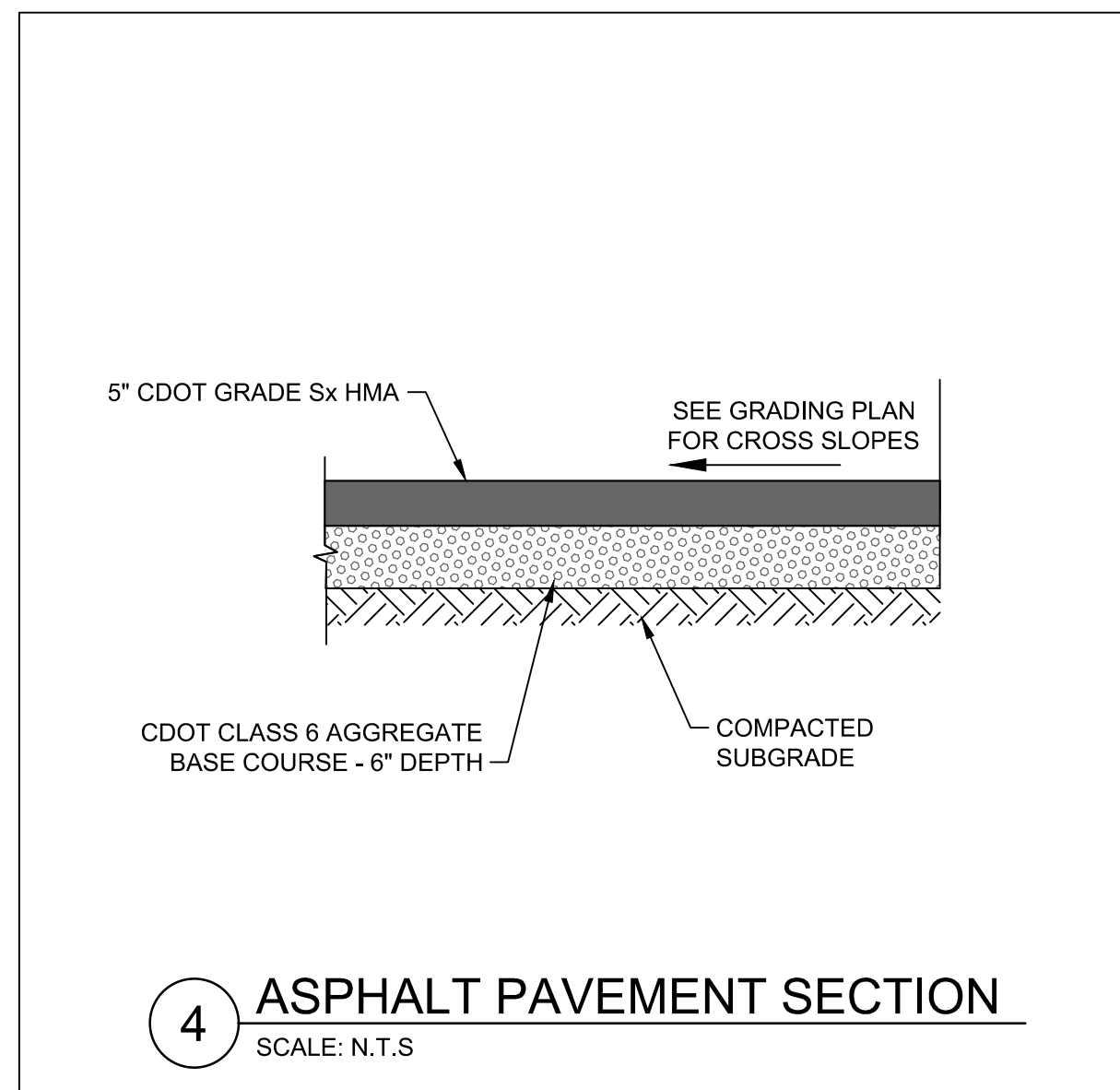
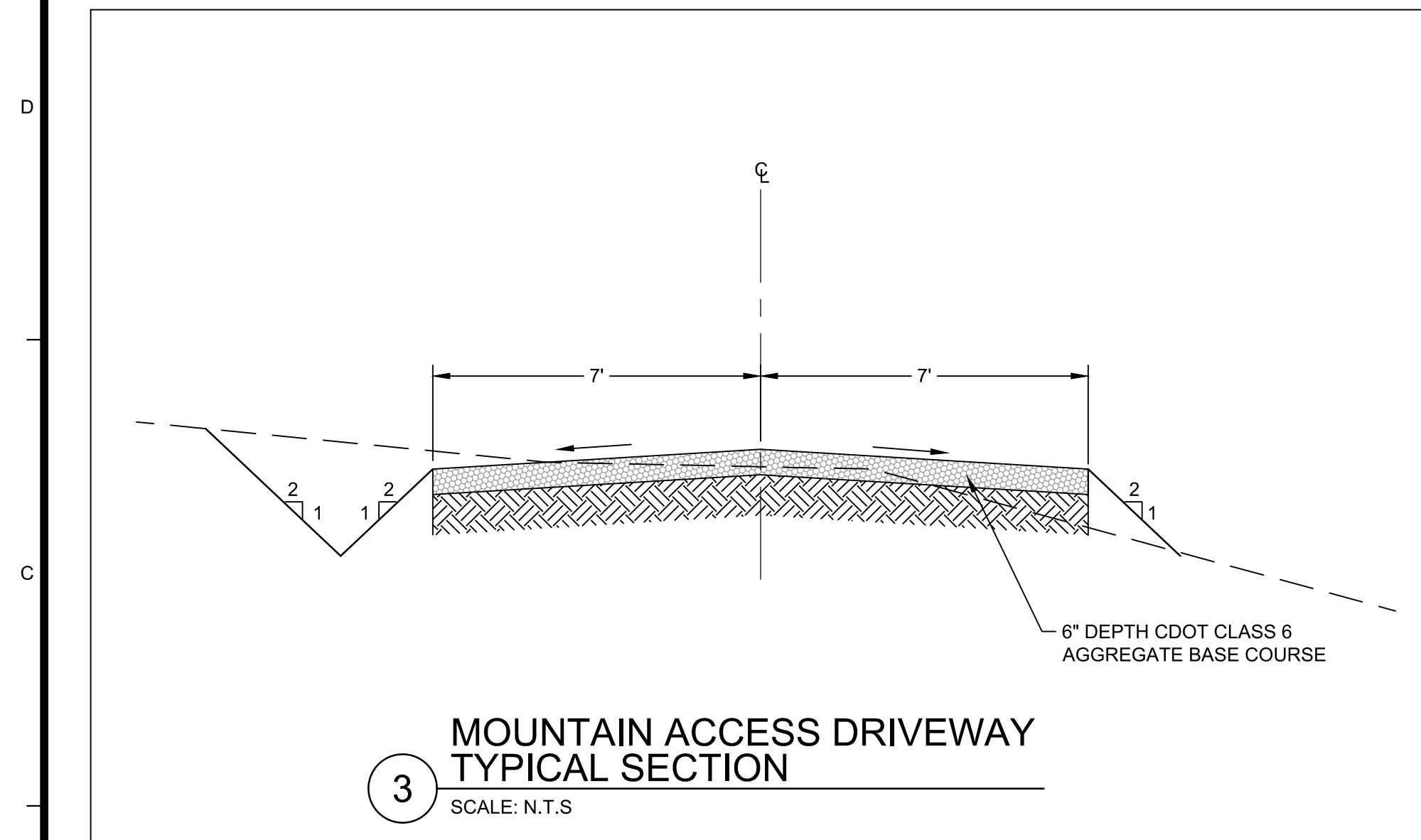
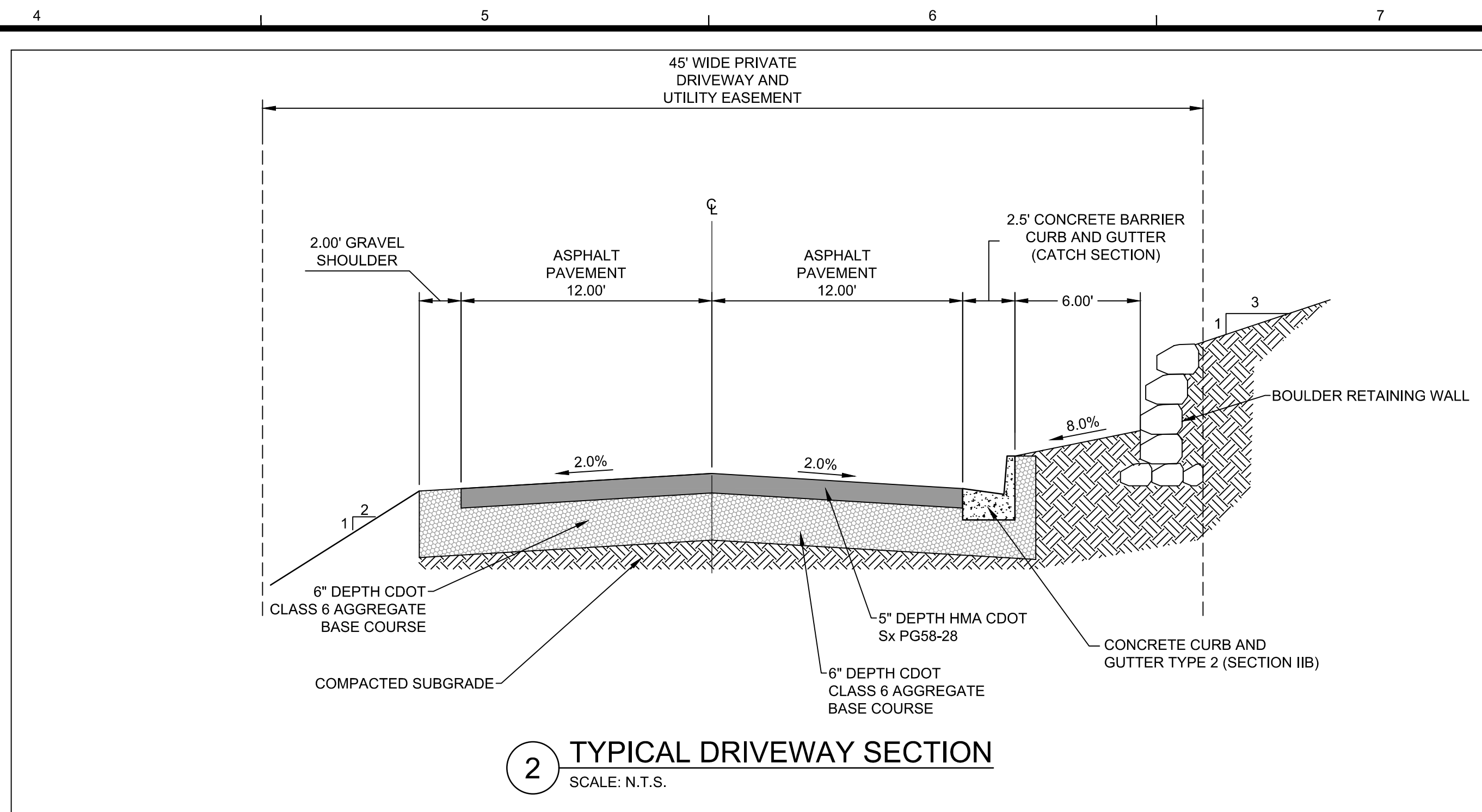
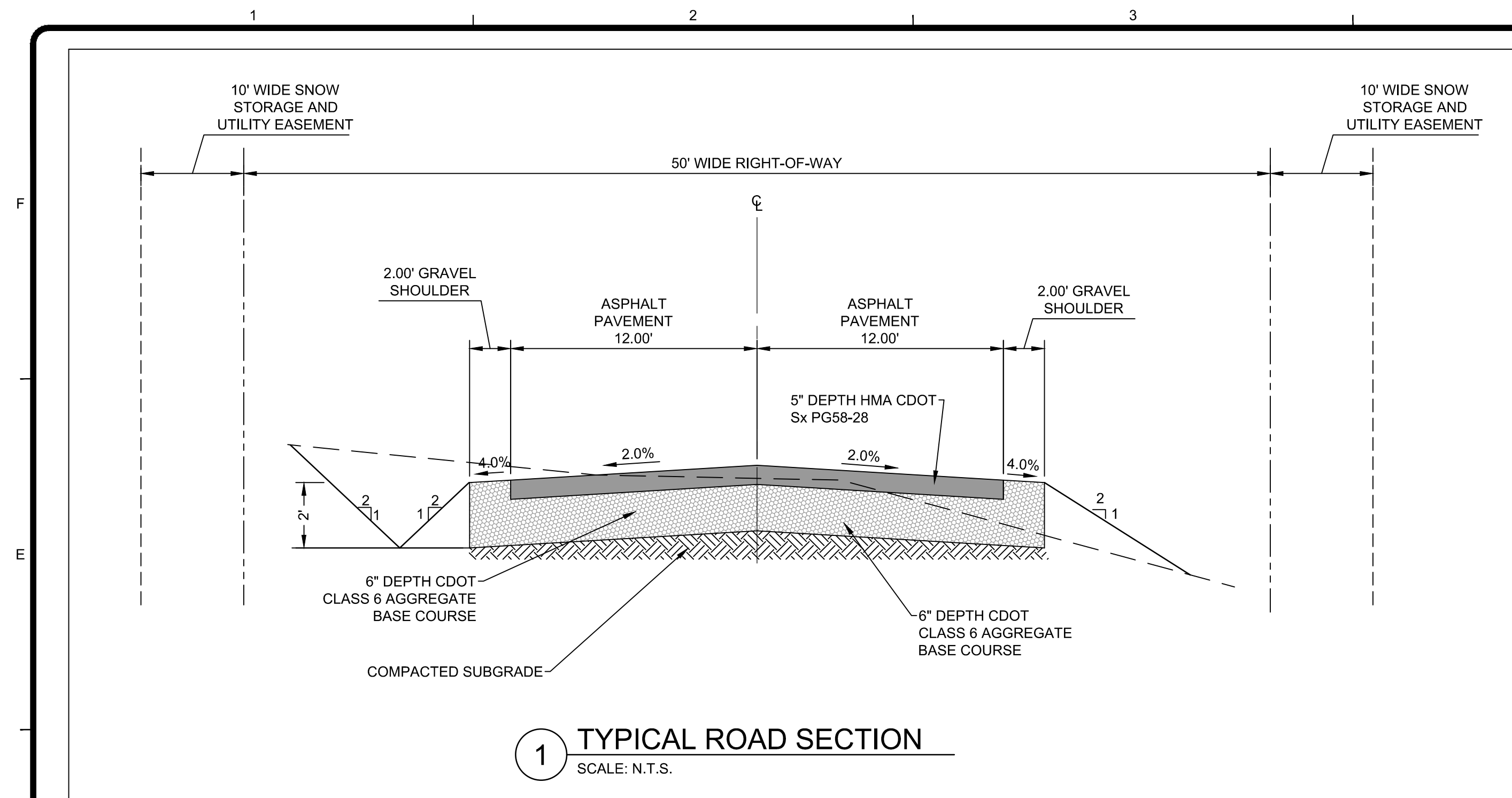
CULVERT 5

PLAN & PROFILE

VALOR HERITAGE SUBDIVISION

C-232

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BRECKENRDIGE GRAND VACATIONS

VALOR HERITAGE SUBDIVISION

VALOR HERITAGE SUBDIVISION

CIVIL DETAILS

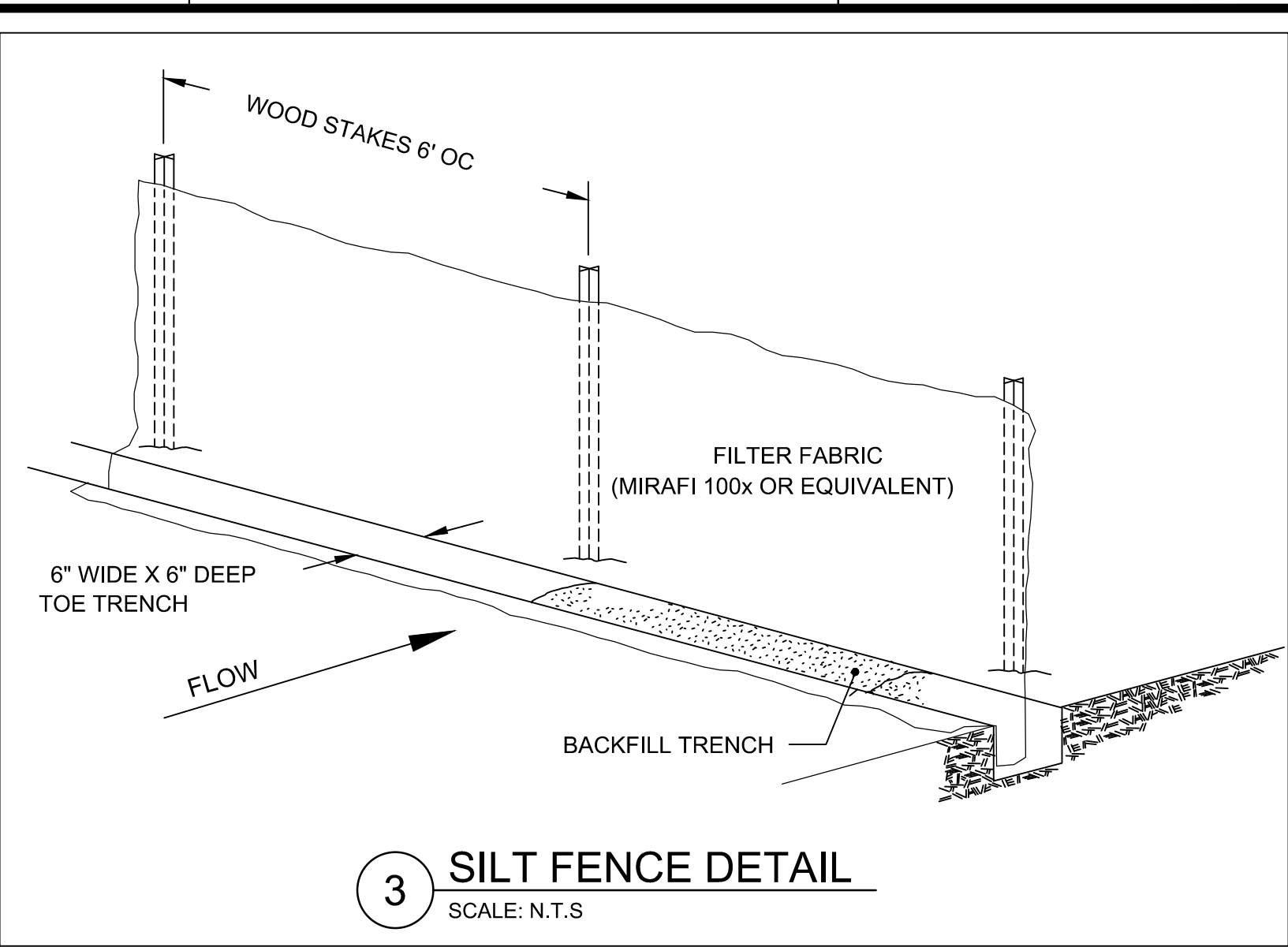
PROJ: 200-325517-21001

DESN: J.MCAVOY

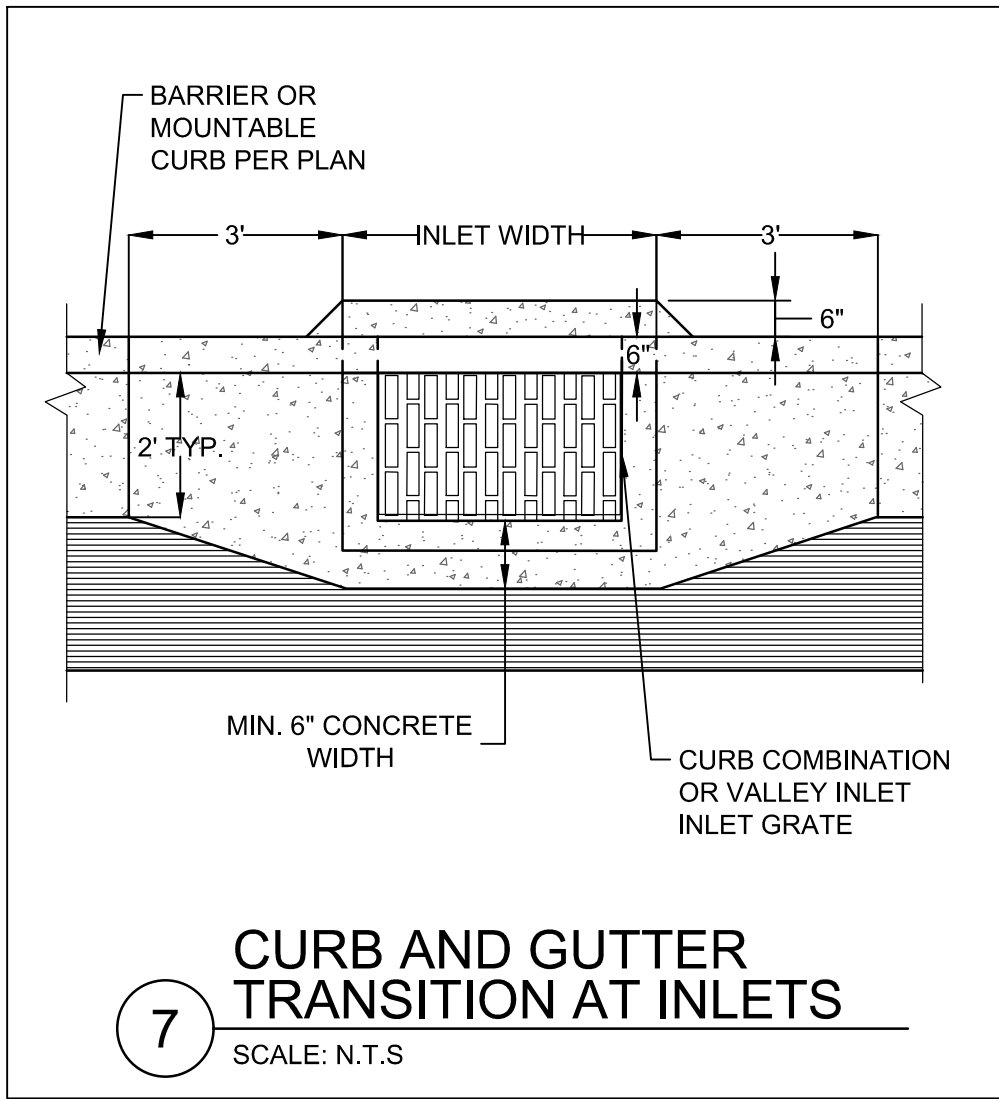
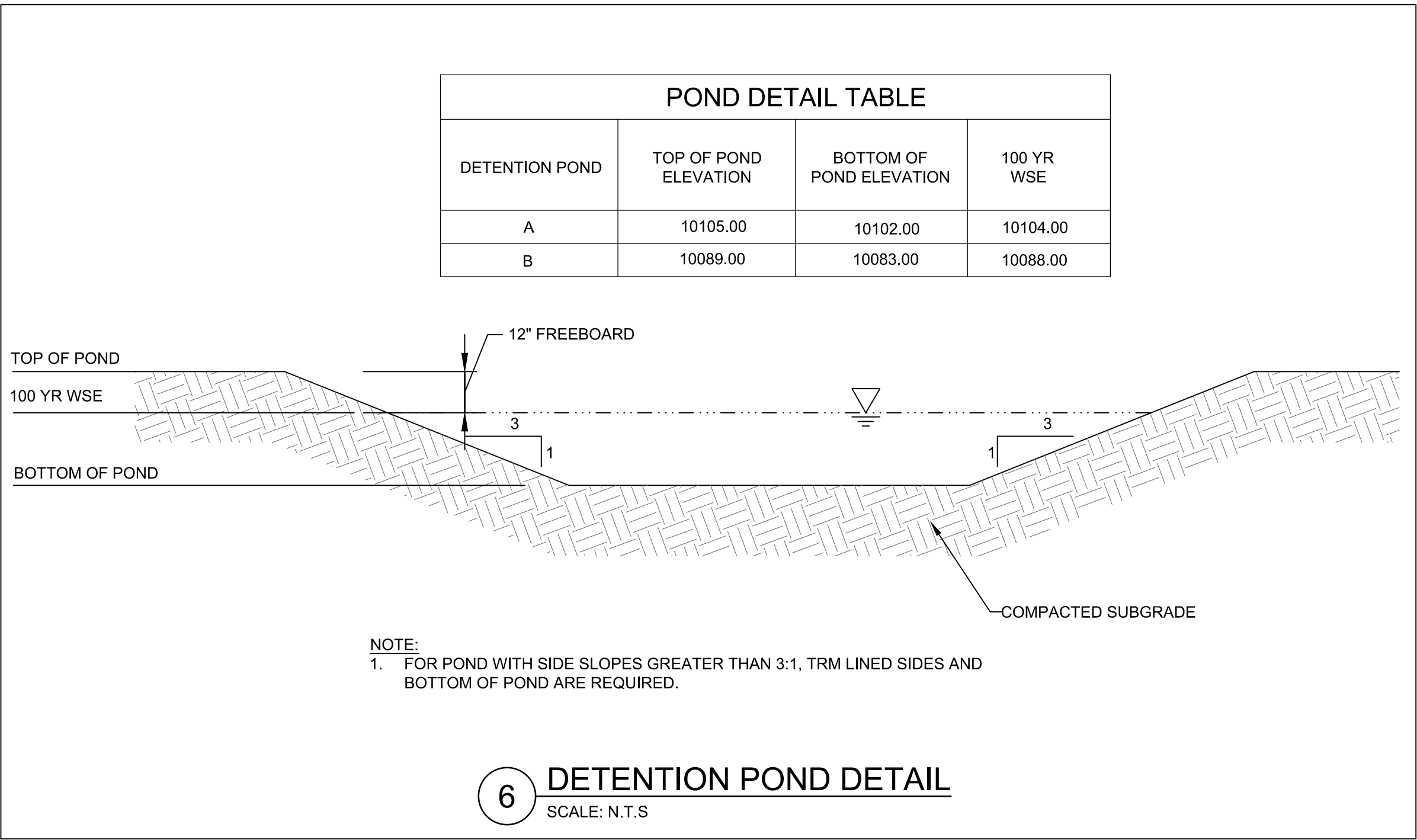
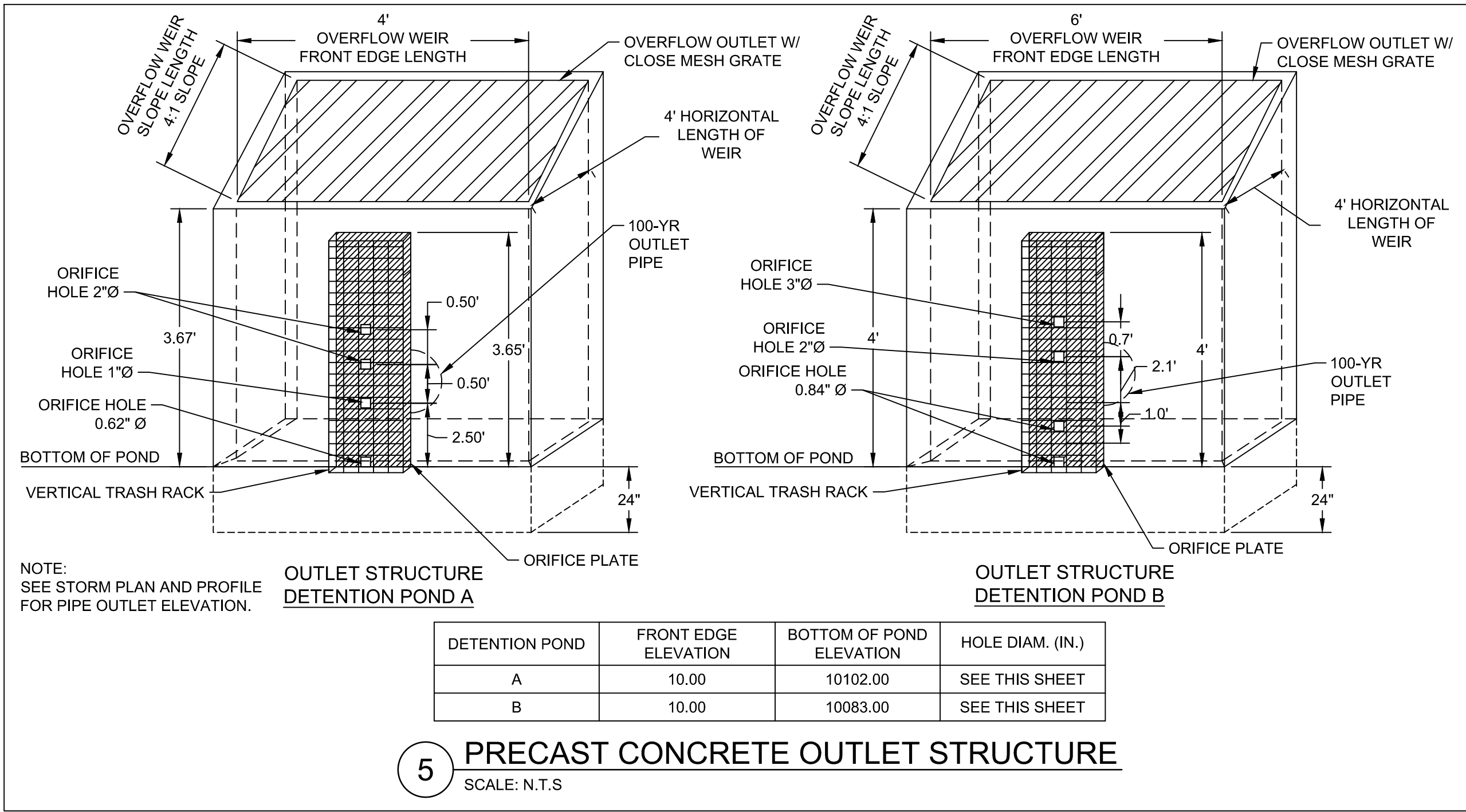
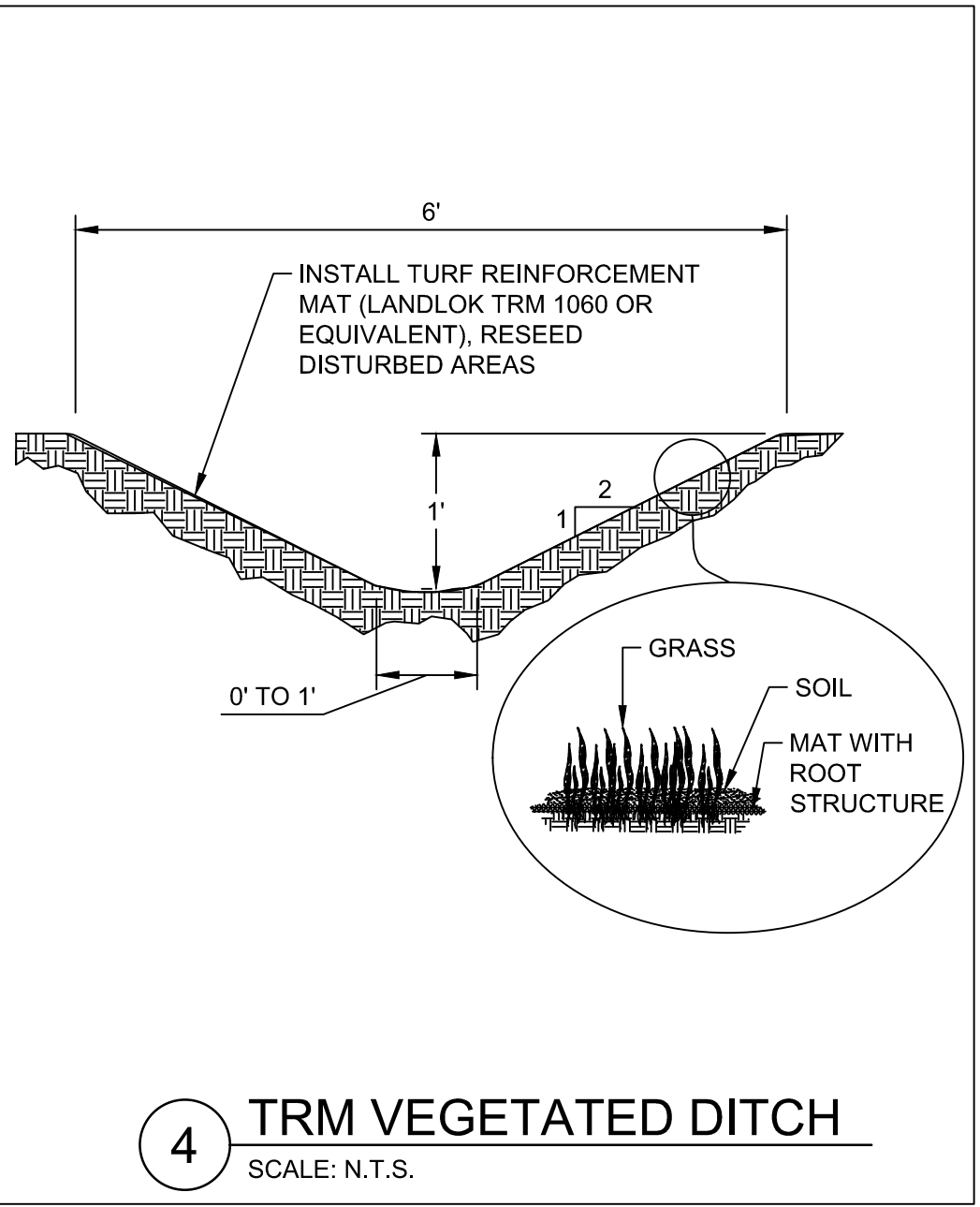
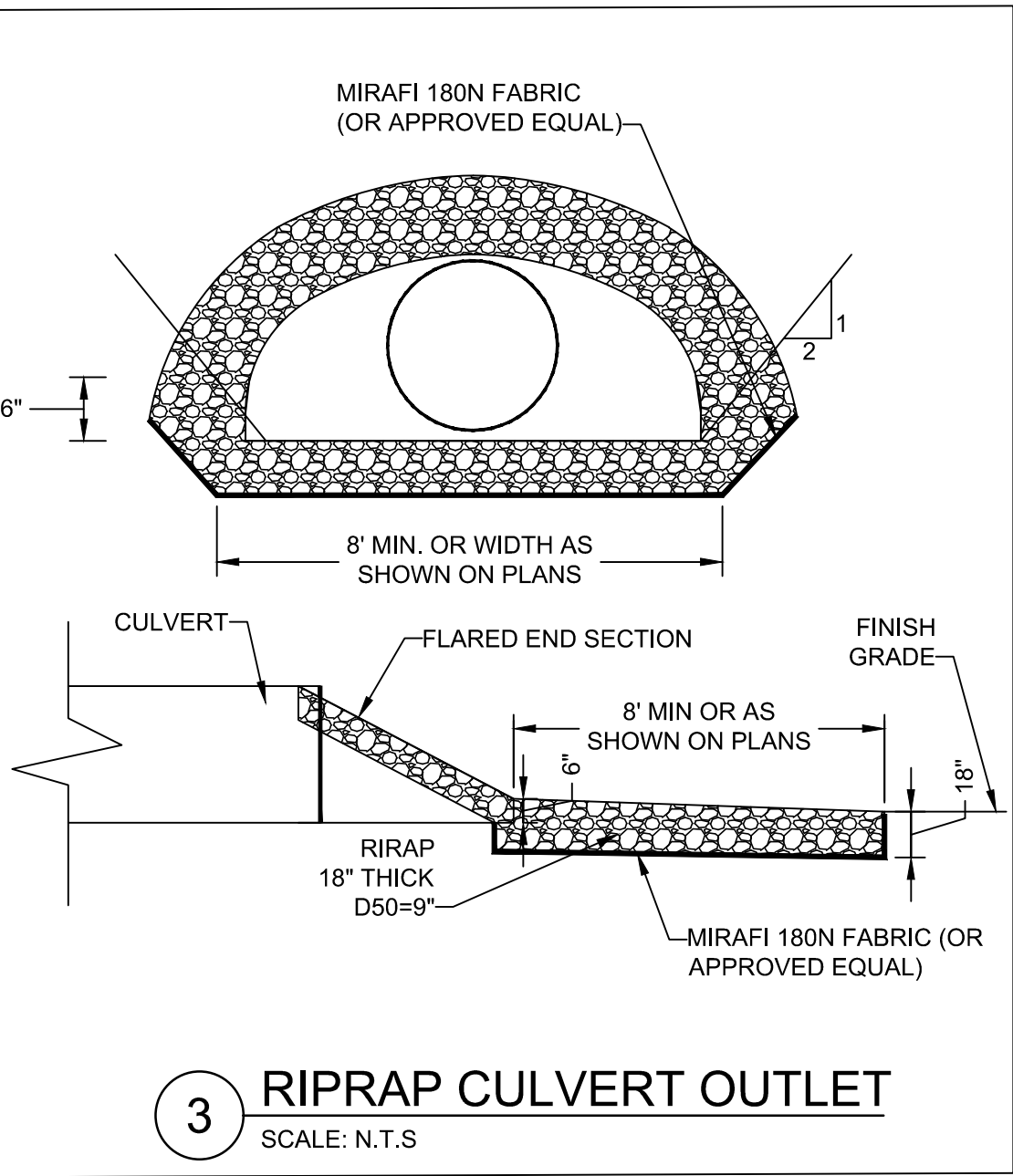
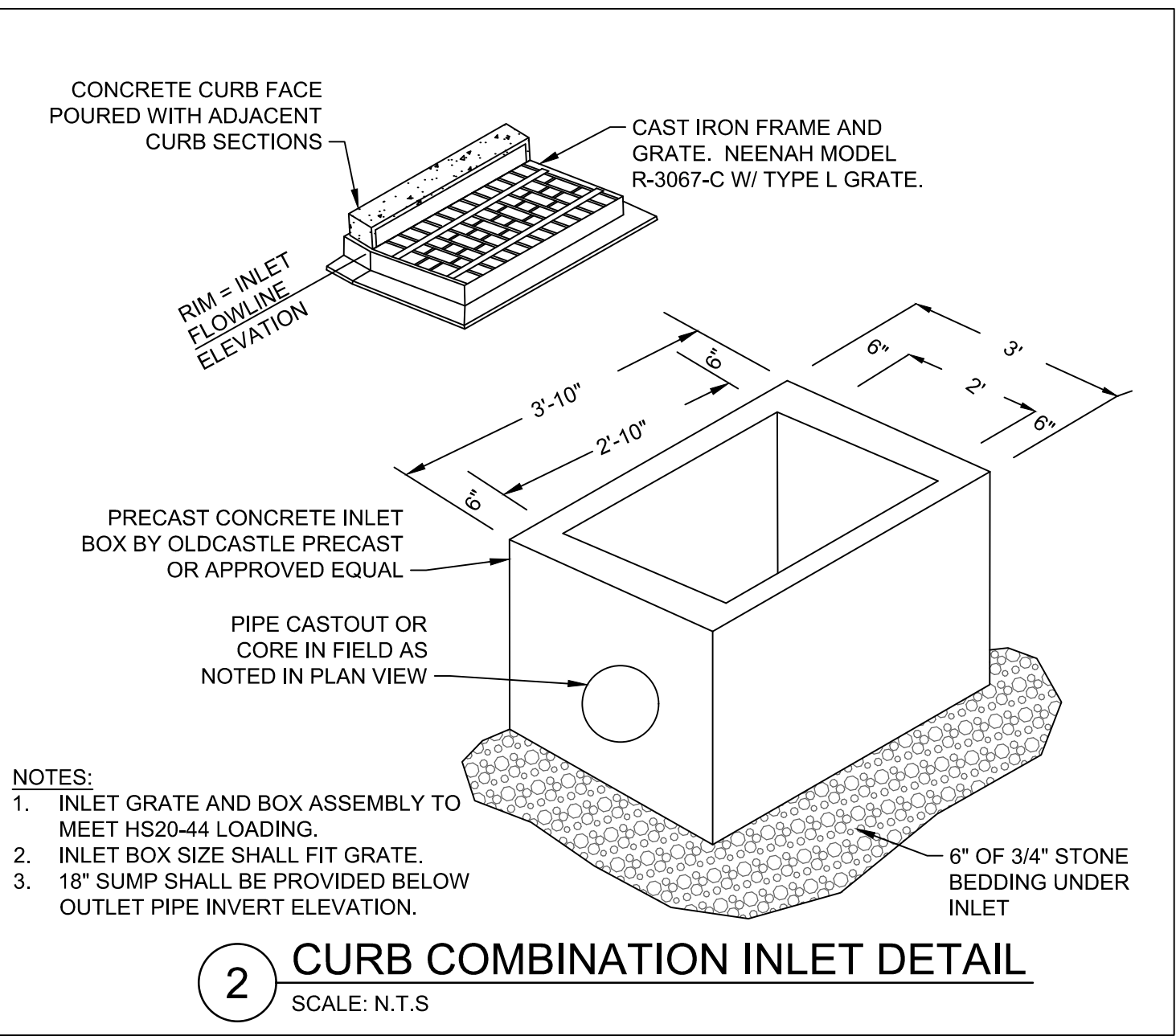
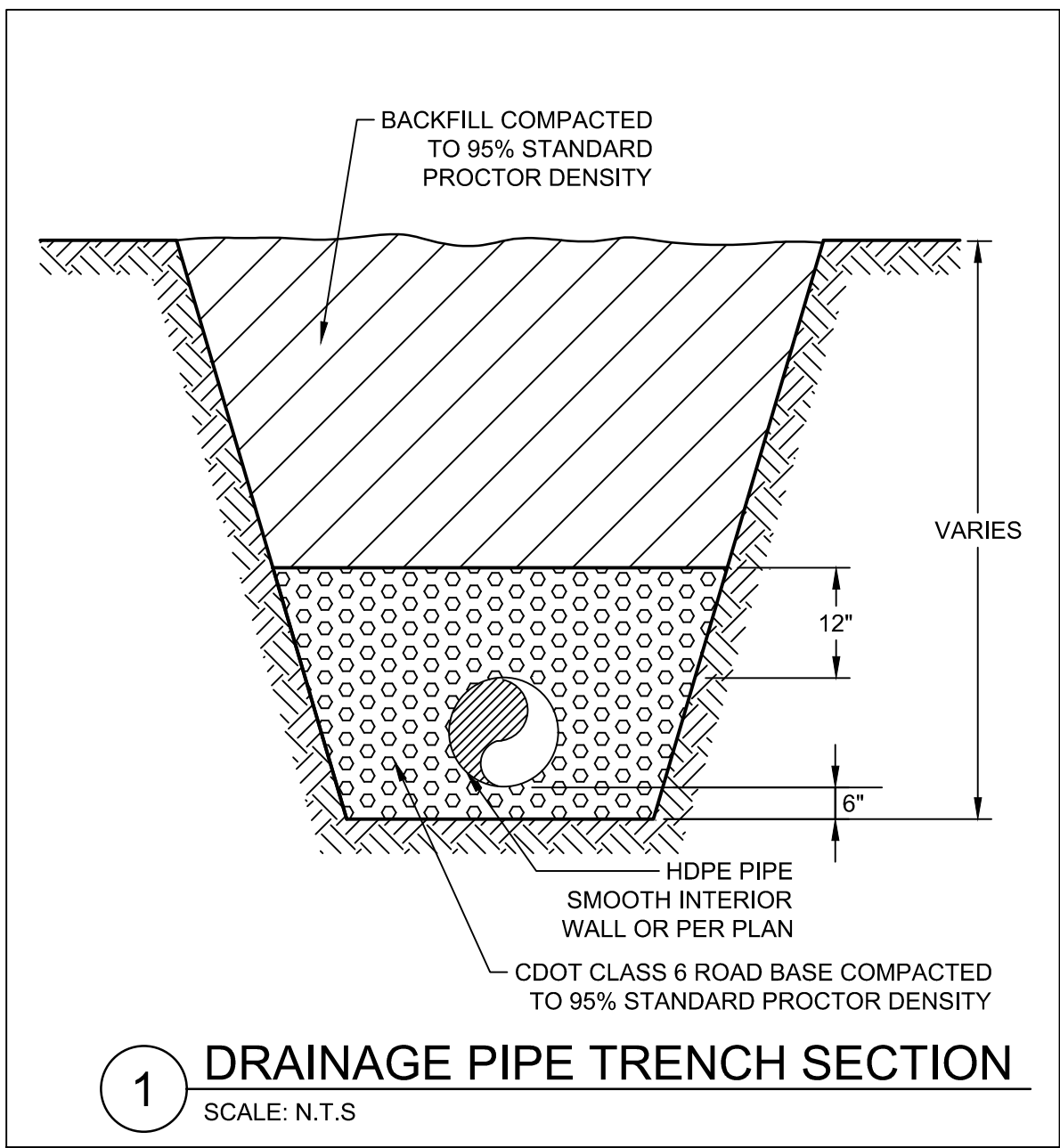
DRWN: A.KOCH

CHKD: C.DURLOO

C-501



9/5/2025 1:34:06 PM - C:\USERS\JACK.MCAVOY\Documents\TETRA TECH INC\200-325517-2\1001 BRECK GRAND VACA\PROJECT FILES\CADD\SHEETFILES\C-501 DETAIL.DWG - MCAVOY, JACK



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BRECKENRDIGE GRAND VACATIONS
VALOR HERITAGE SUBDIVISION

DRAINAGE DETAILS

PROJ: 200-325517-21001

DESN: J.MCAVOY

DRWN: A.KOCH

CHKD: C.DURLOO

C-503

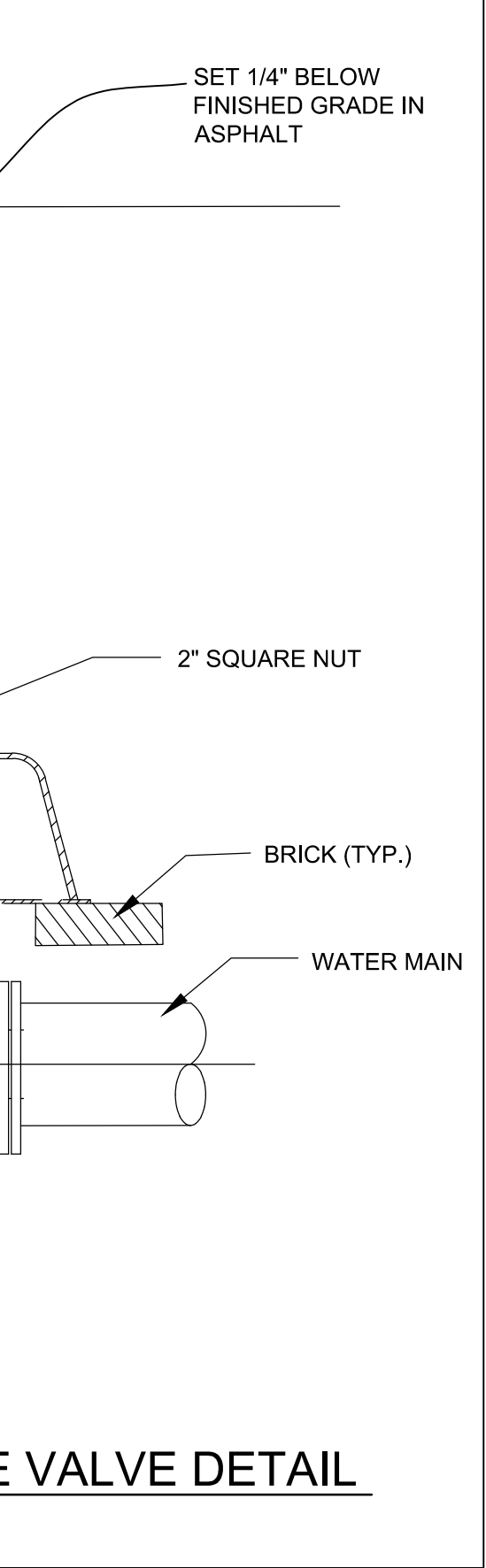
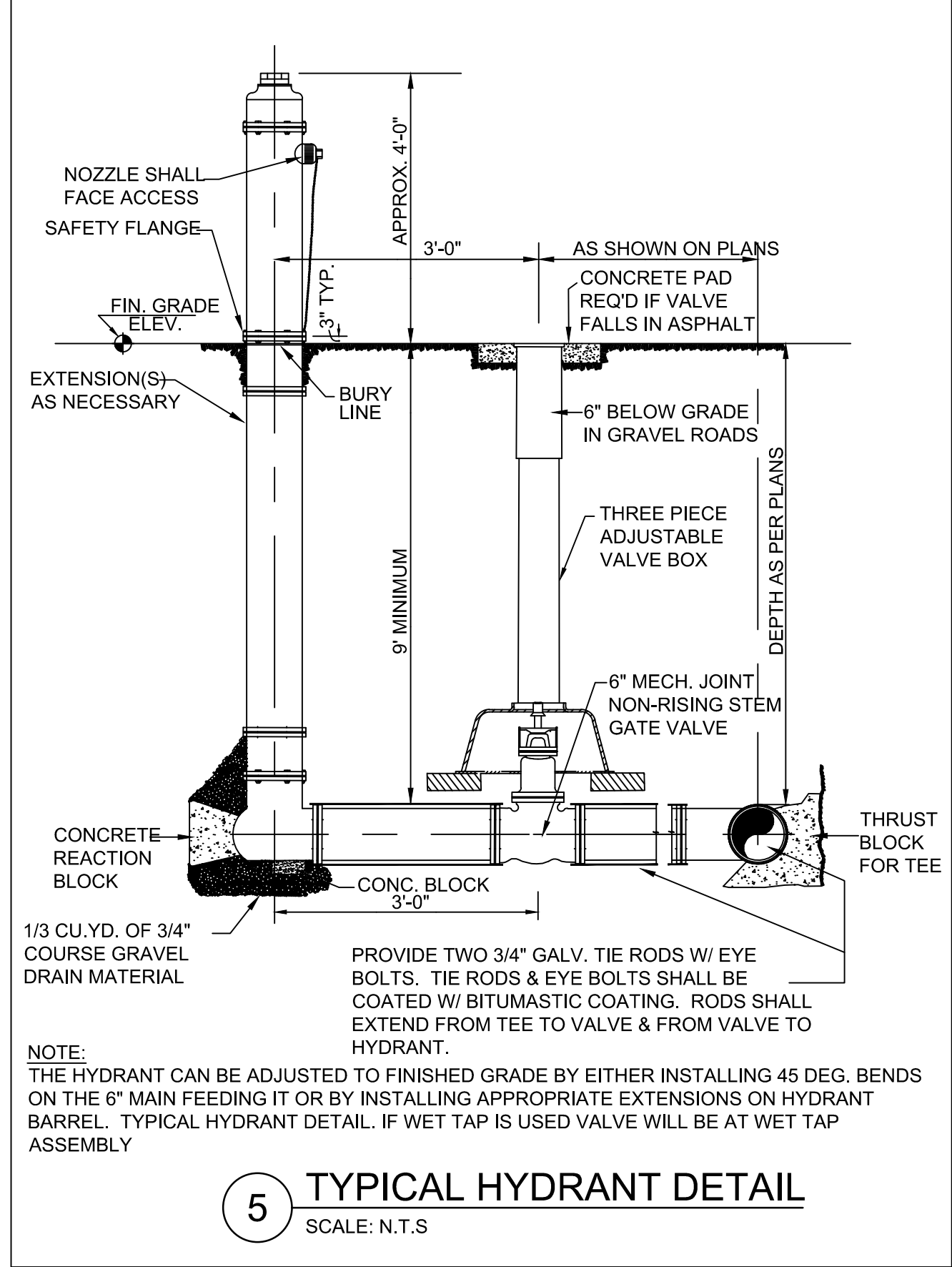
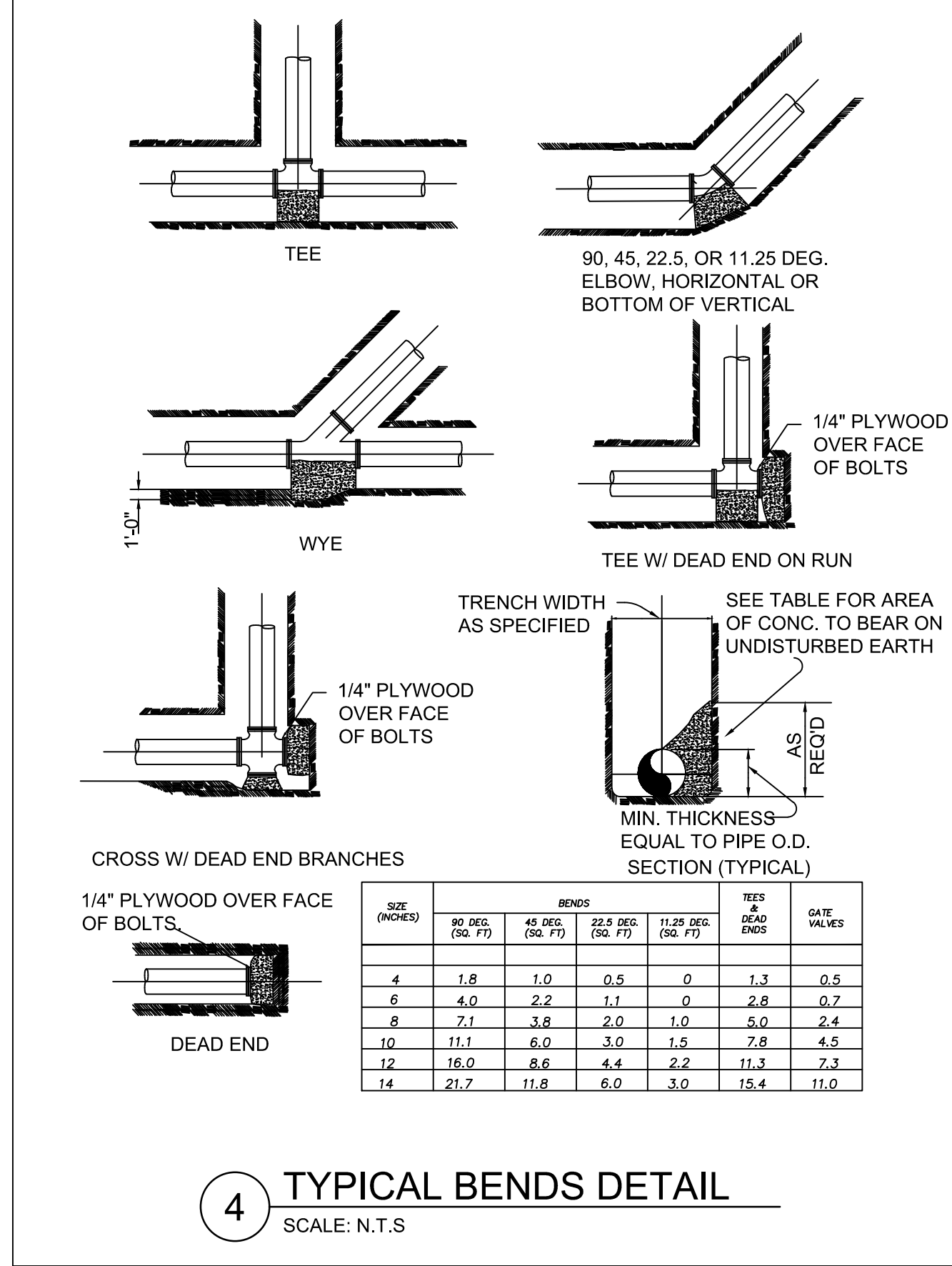
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TEL: (970) 423-3420

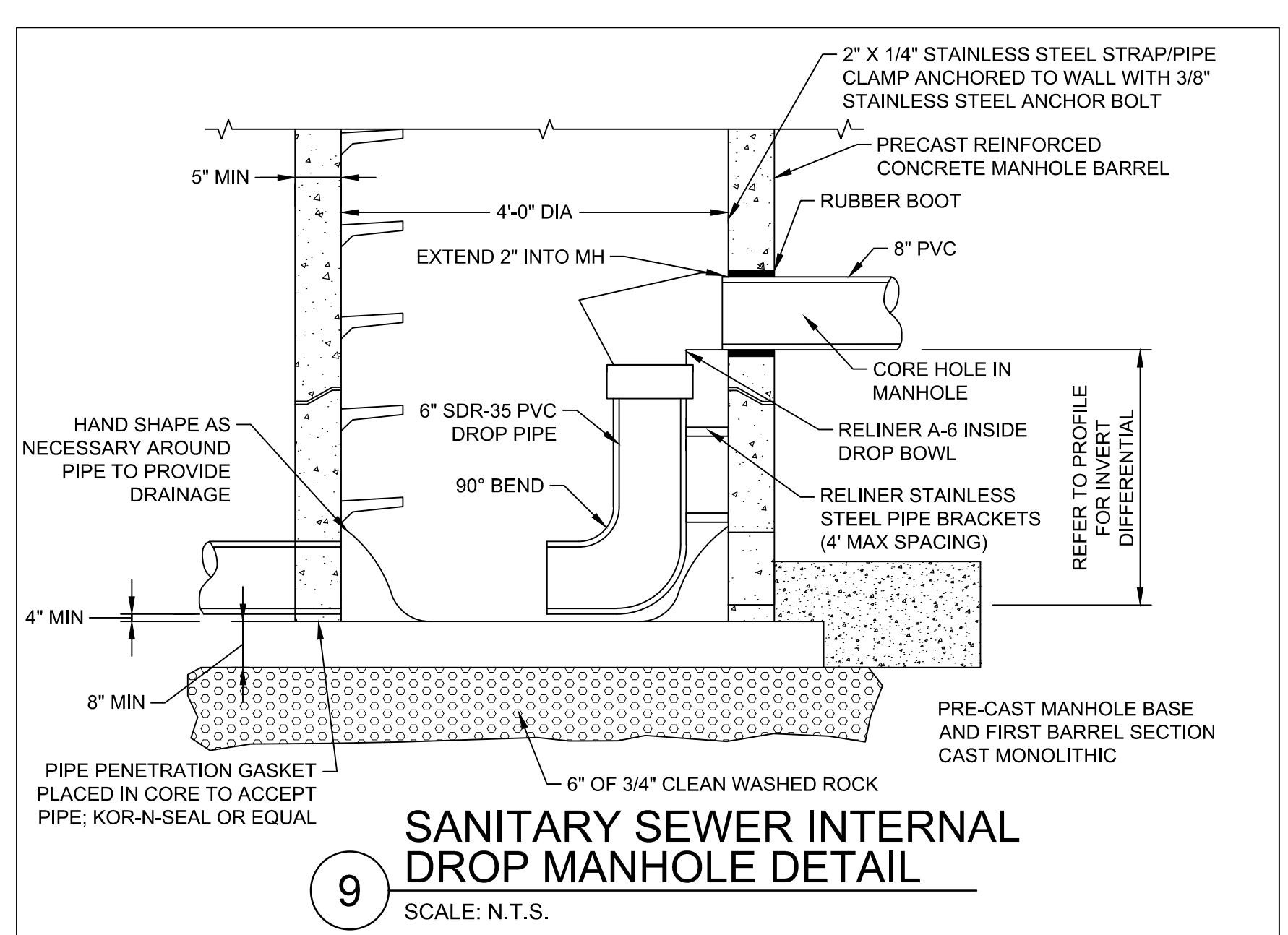
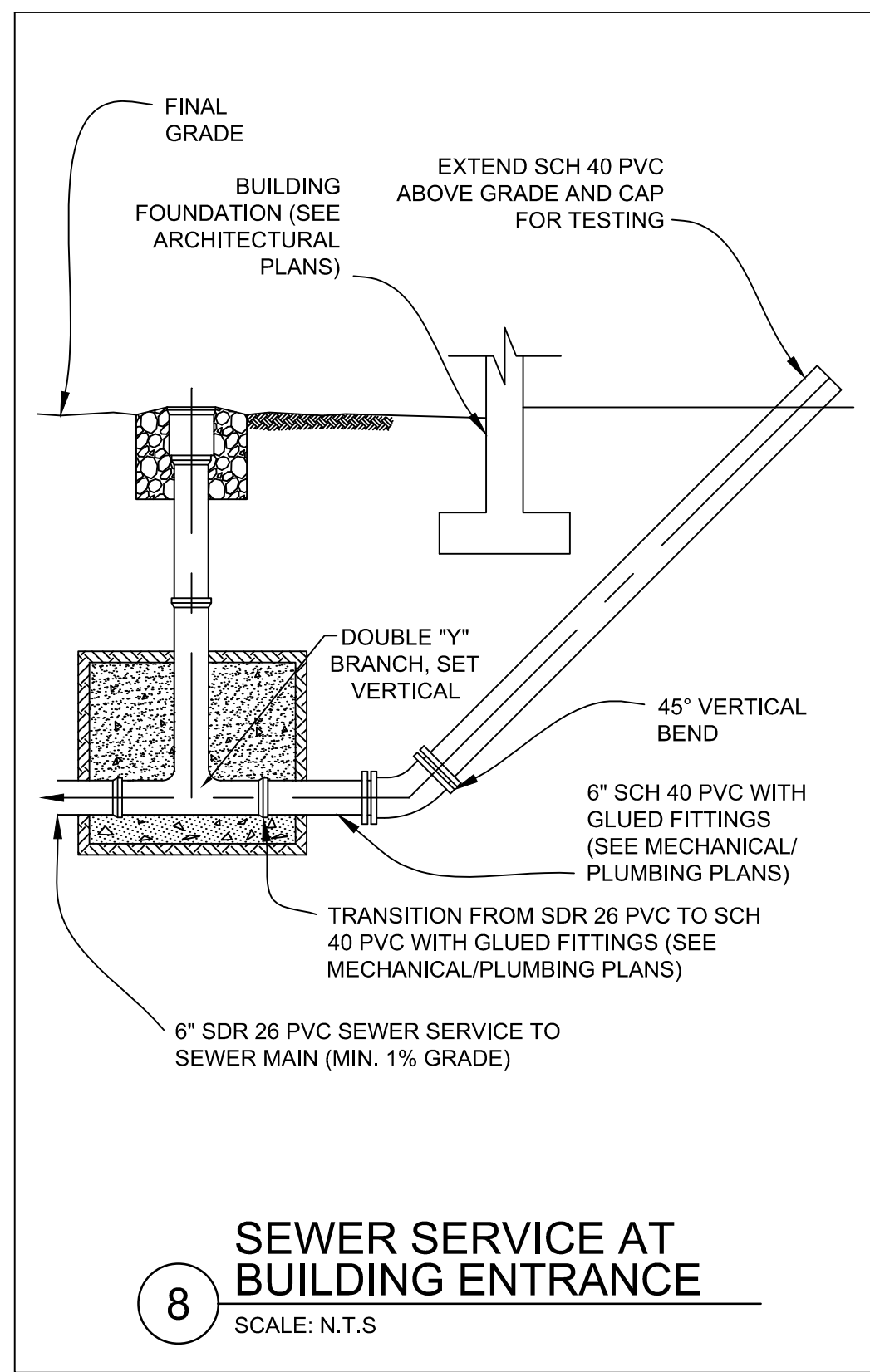
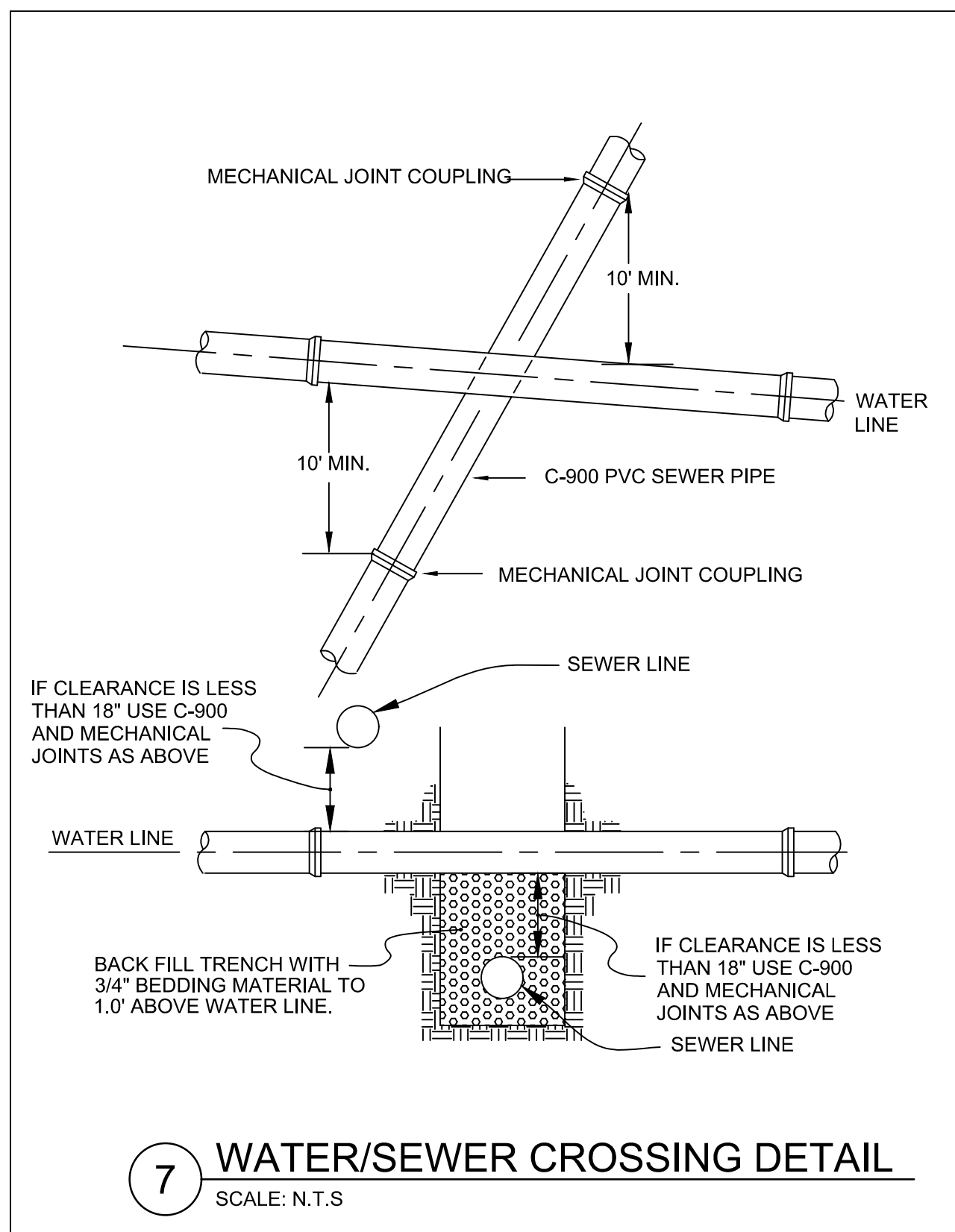
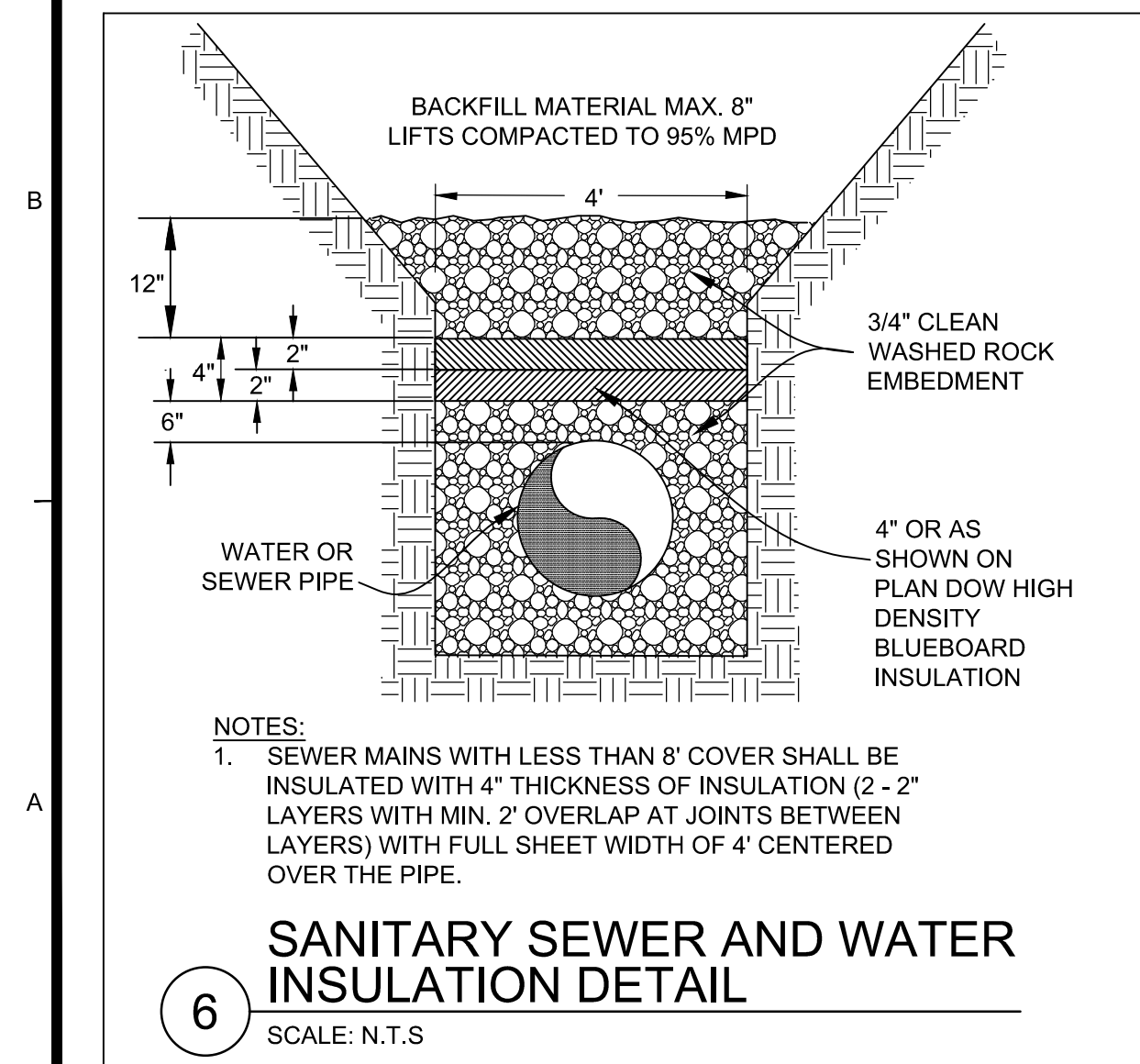
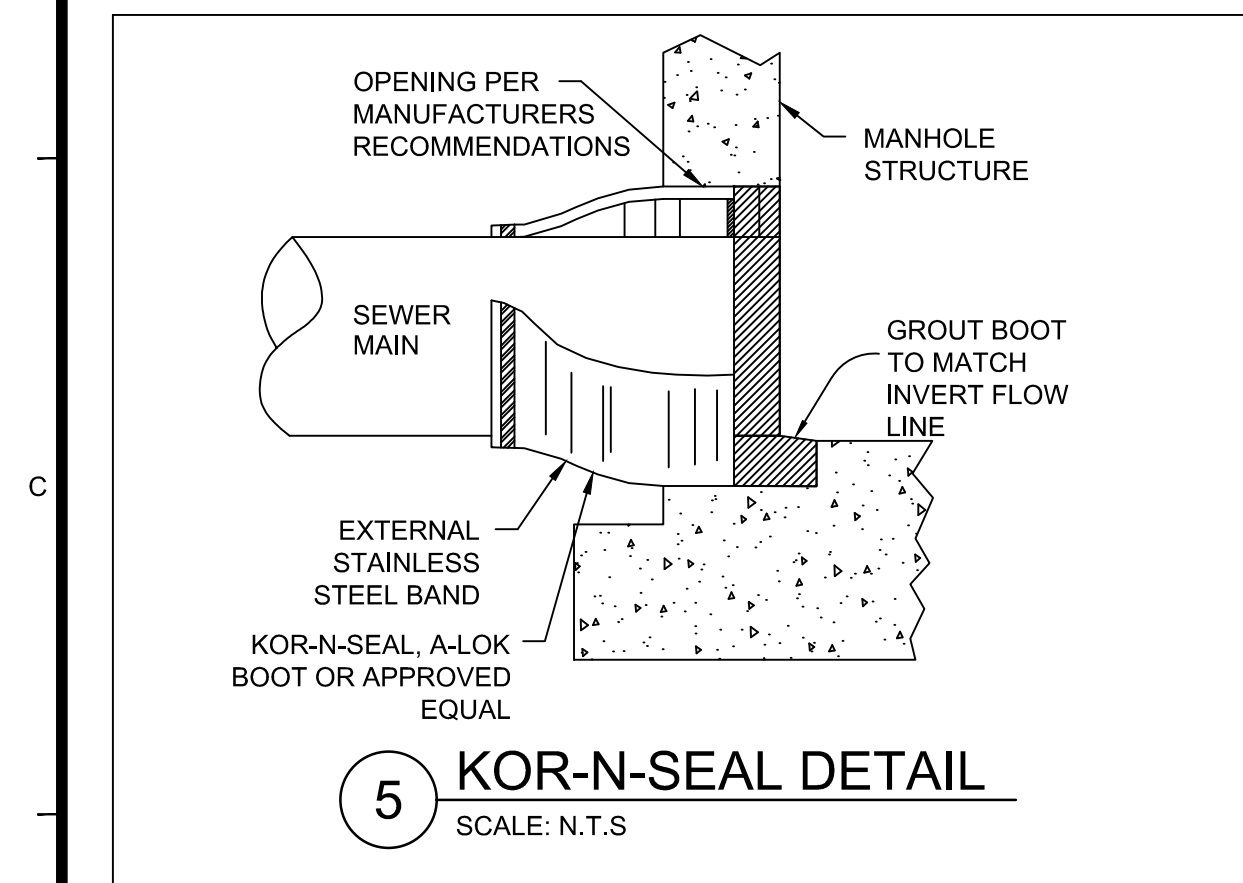
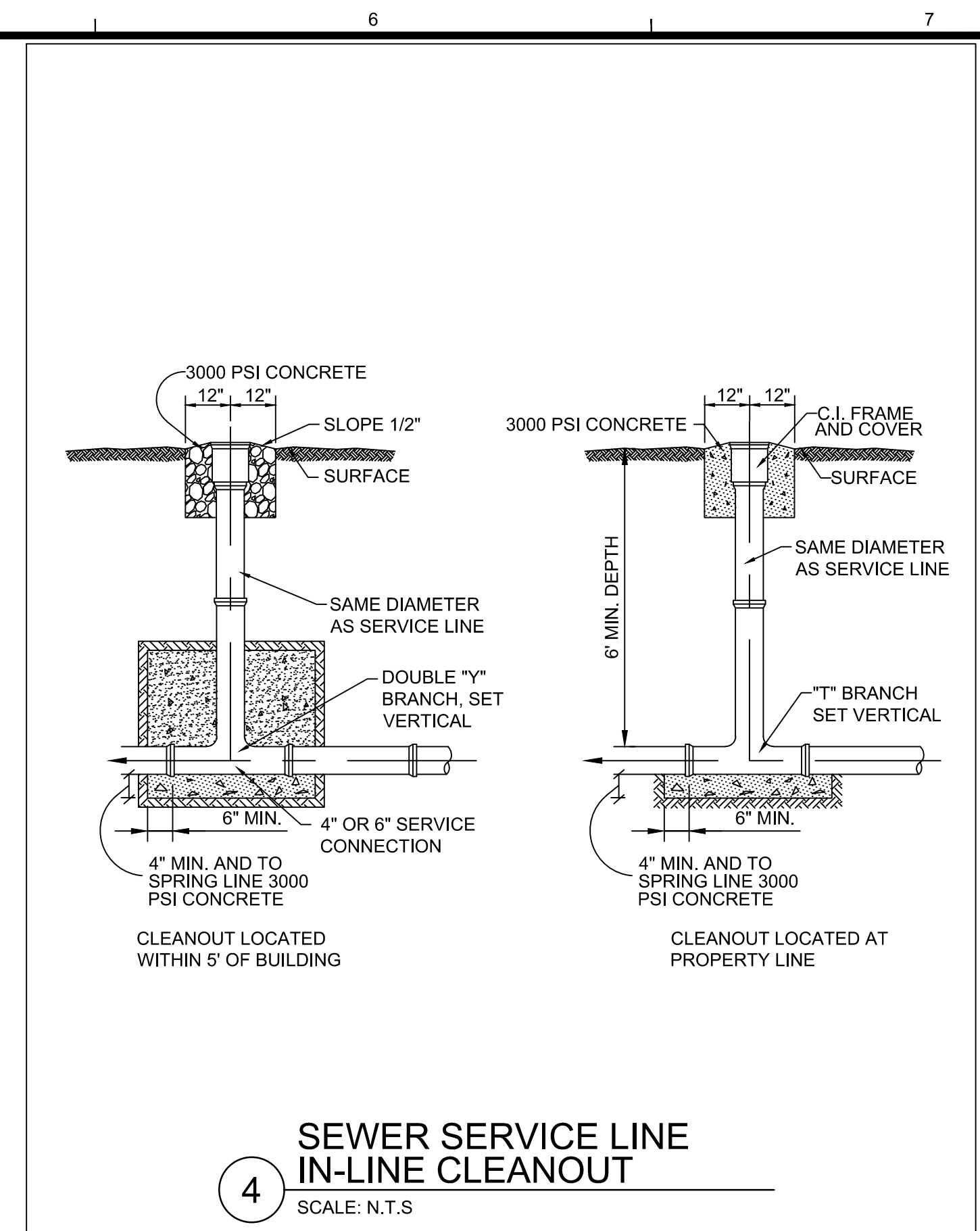
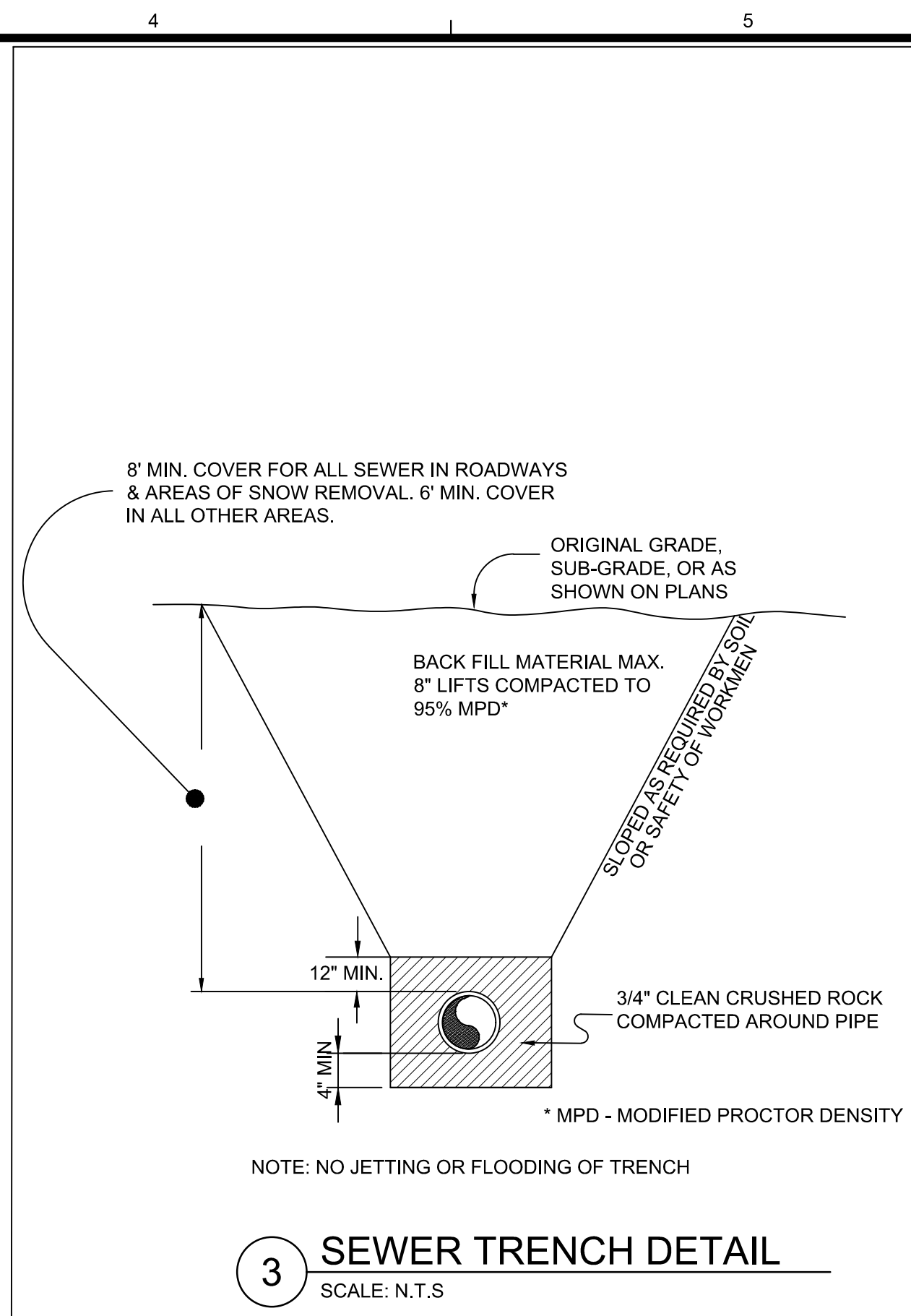
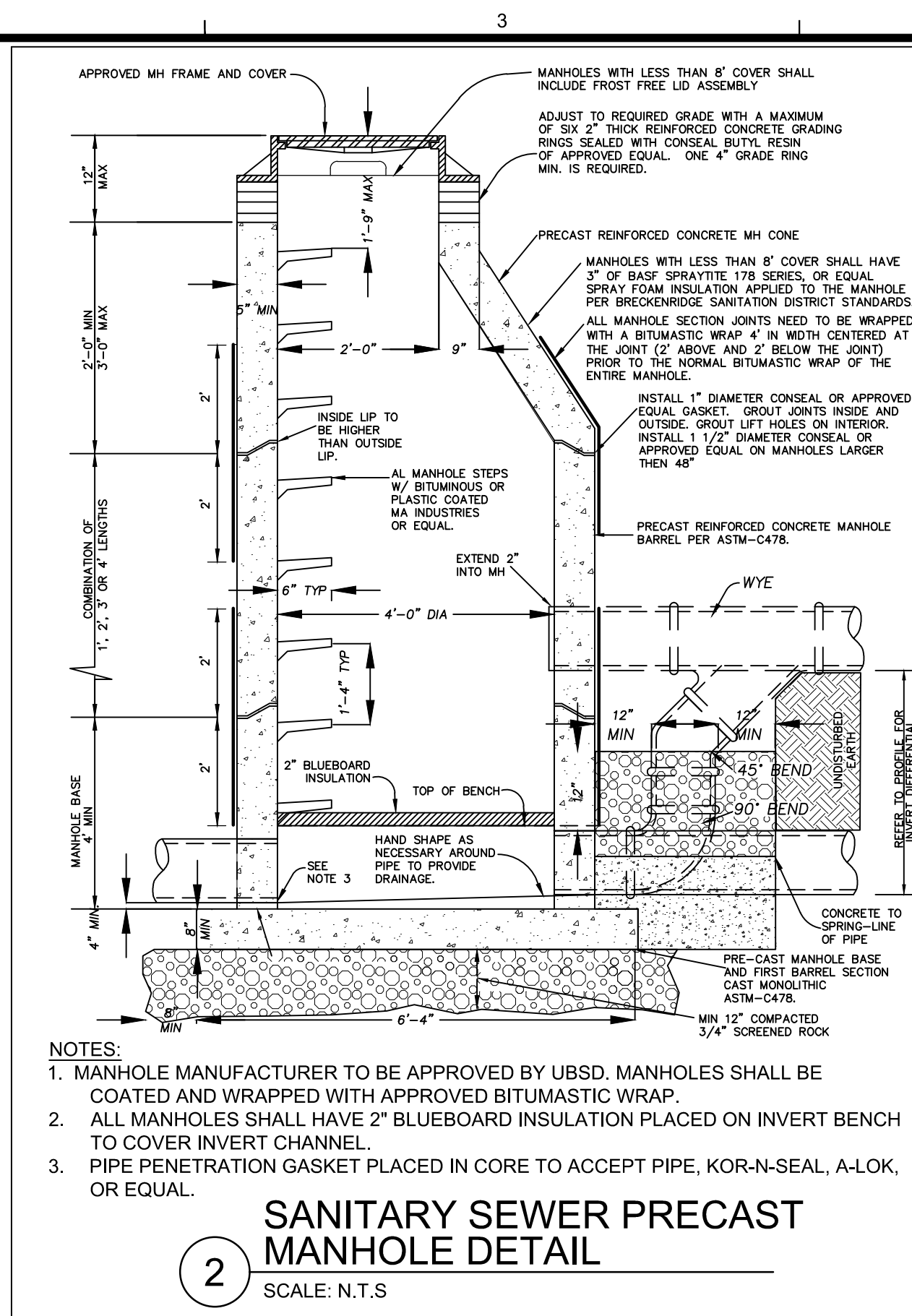
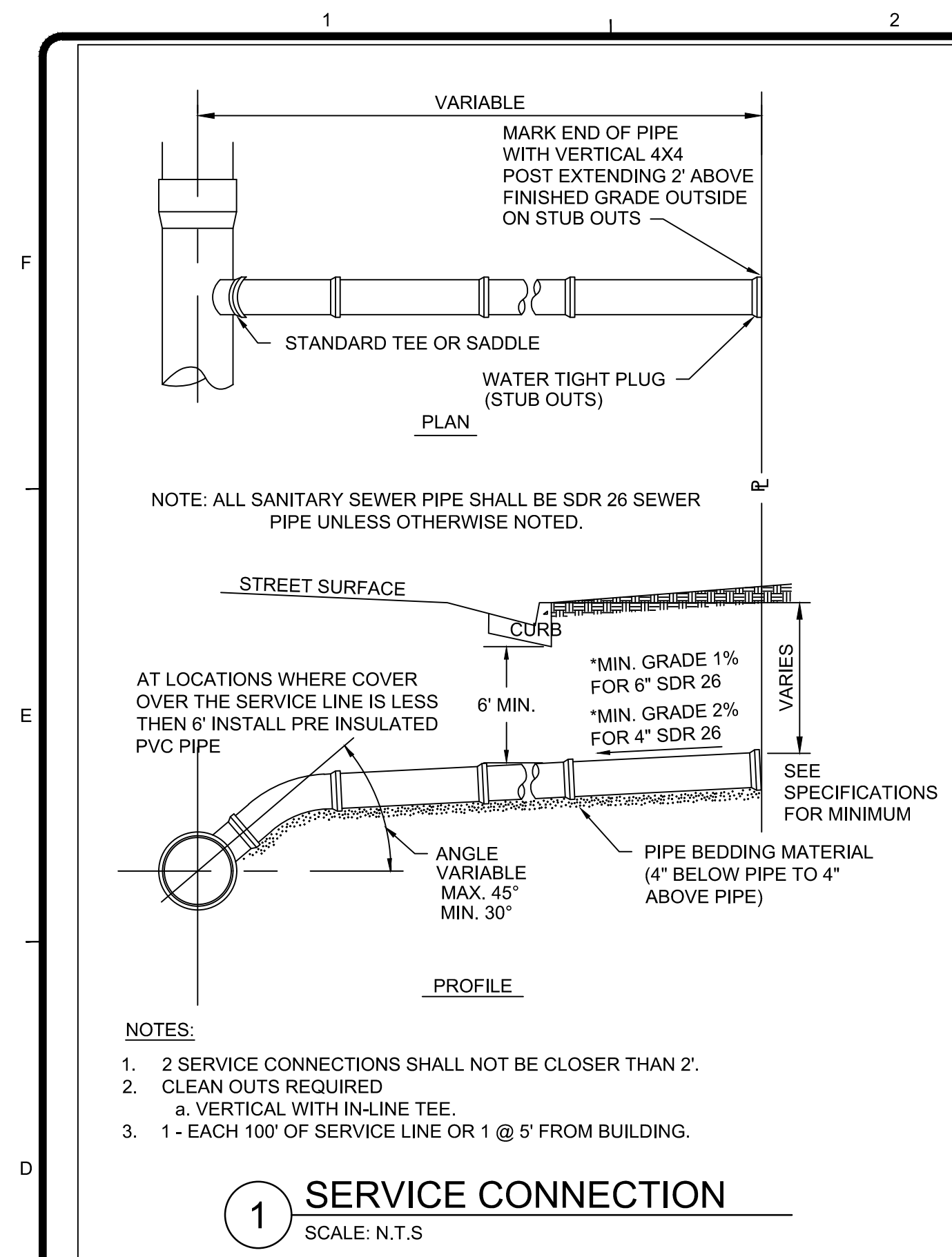
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Bar Measures 1 inch, otherwise drawing not to scale

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BRECKENRIDGE GRAND VACATIONS	
VALOR HERITAGE SUBDIVISION	
WATER DETAILS	
PROJ:	200-325517-21001
DESN:	J.MCAVOY
DRWN:	A.KOCH
CHKD:	C.DURLOOD



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
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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

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LANDSCAPE DETAILS	LP-502

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
07/28/2025 CLASS A
RTC 02
09/08/2025 CLASS A
RTC 03

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 TAKE 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 AND 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 MULCH. ALL GROUNDCOVER 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
DECIDUOUS CANOPY TREES					
PO TR1	10	POPULUS TREMULOIDES	QUAKING ASPEN - SINGLE STEM	B & B	2" CAL.
PO TR2	32	POPULUS TREMULOIDES	QUAKING ASPEN - MULTI-STEM	B & B	2" CAL.
PO ER	26	POPULUS TREMULOIDES ERECTA	SWEDISH ASPEN	B & B	2" CAL.
PR VI	8	PRUNUS VIRGINIANA 'SCHUBERT'	SCHUBERT CHOKECHERRY	B & B	2" CAL.

EVERGREEN TREES					
PI BE	21	PICEA PUNGENS 'BABY BLUE EYES'	BABY BLUE EYES COLORADO BLUE SPRUCE	B & B	6" HEIGHT
PI BA	24	PICEA PUNGENS GLAUCA 'BAKERI'	BAKERI BLUE SPRUCE	B & B	6" HEIGHT
PI AR	31	PINUS ARISTATA	BRISTLECONE PINE	B & B	6" HEIGHT

DECIDUOUS SHRUBS					
CO IS	3	CORNUS SERICEA 'ISANTI'	ISANTI RED TWIG DOGWOOD	CONT.	#5

PERENNIALS					
AQ CA	6	AQUILEGIA CAERULEA	ROCKY MOUNTAIN COLUMBINE	CONT.	#1
AQ VH	6	AQUILEGIA X 'WHITE STAR'	WHITE STAR COLUMBINE	CONT.	#1
CE TO	10	CERASTIUM TOMENTOSUM	SNOW IN SUMMER	CONT.	#1

NOTE: 50% OF DECIDUOUS TREES 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 (* DOUBLE IF BROADCAST *)		

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	SITEONE LANDSCAPE SUPPLY OR APPROVED EQUAL	303.279.4748	WASHINGTON CEDAR MULCH	NATURAL	SEE PLANS FOR LOCATION & SIZE OF AREA	2 / LP-502	3" MIN. DEPTH, REFER TO GENERAL LANDSCAPE NOTES. NO WEED FABRIC REQUIRED.
M-02	LANDSCAPE BOULDER	MOUNTAIN GRANITE	PIONEER SAND, FOUND ON-SITE, OR APPROVED EQUAL	WWW.PIONEERCO.COM 866.600.0652 209.333.6161	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)		N/A	TEAK	SEE PLANS FOR LENGTH, EDGER 1" X 4" X 20'	5 / LP-501	TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS
M-04	COBBLE	BULK RIVER ROCK GREY ROSE	SITEONE LANDSCAPE SUPPLY OR APPROVED EQUAL	303.279.4748		GREY ROSE	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-D.3
- 1 TREE PER 15 LINEAR FEET OF ROADWAY.
- DECIDUOUS AT 2" CALIPER OR EVERGREEN AT 6" HEIGHT.
- 50% OF DECIDUOUS TREES MUST BE MULTI-STEM
- 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.

OWNER:
P&E SFL PARCEL 6, LLC

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

NOT FOR
CONSTRUCTION

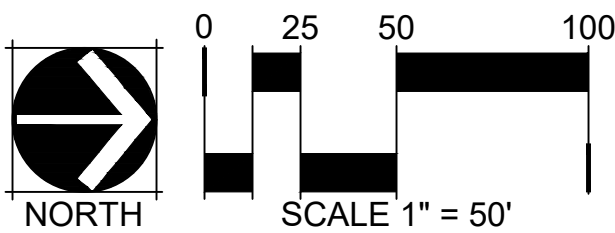
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PRELIMINARY
07/02/2025 CLASS A
RTC 01
07/28/2025 CLASS A
RTC 02
09/08/2025 CLASS A
RTC 03

SHEET TITLE:
NOTES &
SCHEDULE

LP-002

LEGEND

LOT LINE
EASEMENT
SITE DISTURBANCE ENVELOPE
EDGER
CONCEPTUAL DRIVEWAY LOCATION



VALOR HERITAGE
BRECKENRIDGE, CO

OWNER:
P&E SFL PARCEL 6, LLC

100 S. MAIN STREET
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SHEET TITLE:
CONCEPTUAL
LOT EXHIBIT

LP-003

LEGEND

DECIDUOUS TREES

EVERGREEN TREES

SHRUBS

LANDSCAPE BOULDERS

MONUMENT SIGNAGE

SKI ALLEY MARKER

LOT LINE

EASEMENT

SITE DISTURBANCE ENVELOPE

BENDA BOARD EDGER

CONCEPTUAL DRIVEWAY LOCATION

WOOD MULCH

NON-IRRIGATED NATIVE SEED

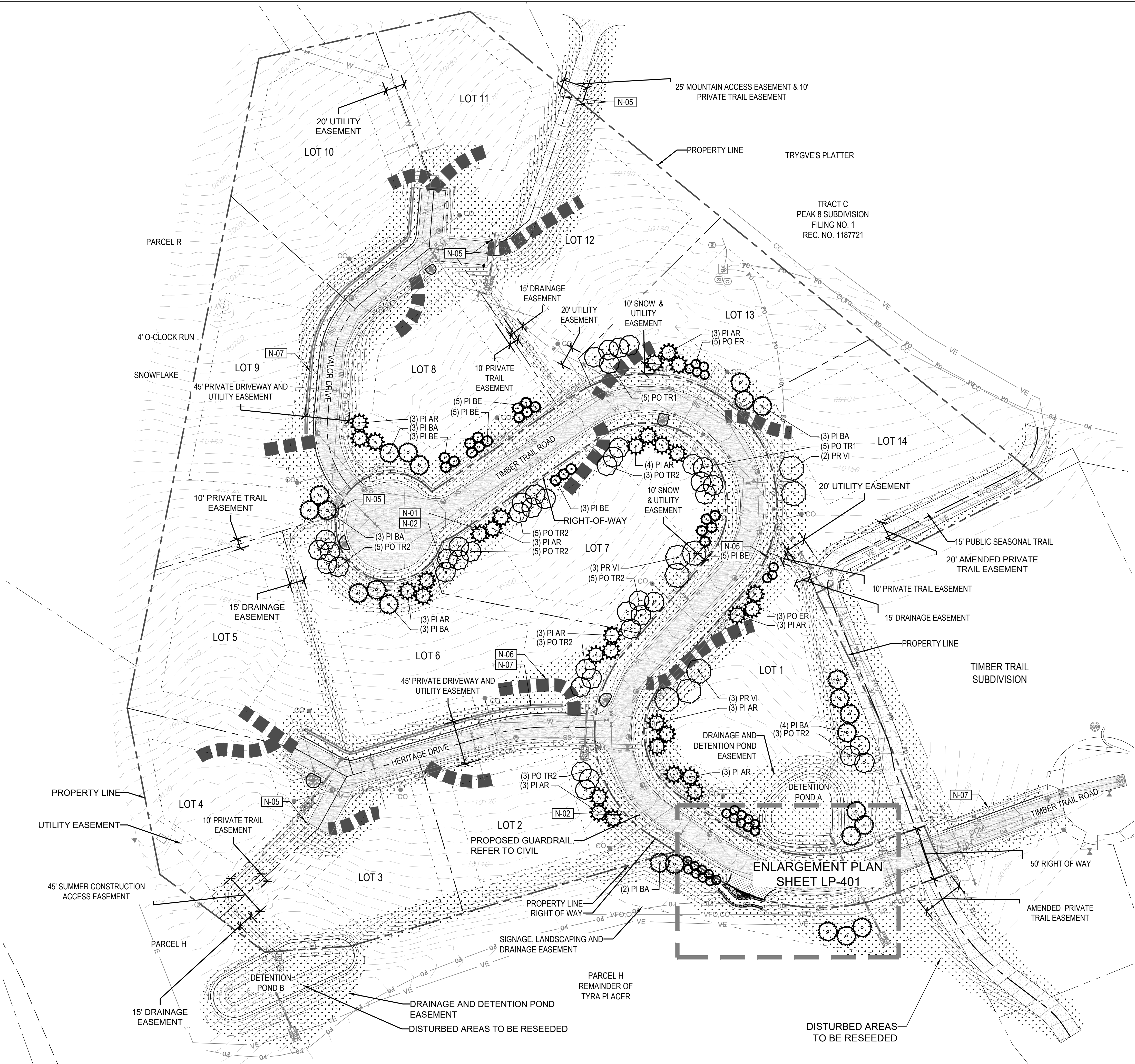
WILDFLOWER SEED

KEY NOTES

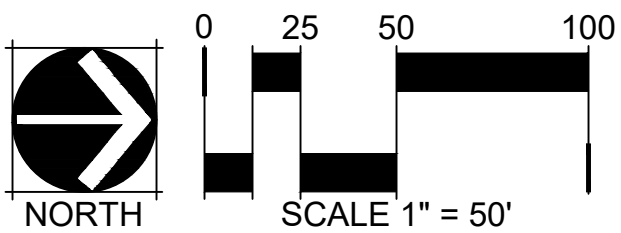
CODE	DESCRIPTION	DETAIL
N-01	TREE PLANTING	1 / LP-501
N-02	TREE PLANTING ON SLOPE	2 / LP-501
N-03	SHRUB PLANTING	4 / LP-501
N-04	MONUMENT SIGNAGE - UNDER SEPERATE PERMIT	
N-05	SKI ALLEY MARKER	2 / LP-502
N-06	POTENTIAL DRIVEWAY	
N-07	RETAINING WALL, RE CIVIL	
N-08	RETAINING WALL	RE: STRUCTURAL

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	
CO IS	ISANTI RED TWIG DOGWOOD
PERENNIALS	
AQ CA	ROCKY MOUNTAIN COLUMBINE
CE TO	SNOW IN SUMMER
AQ WH	WHITE STAR COLUMBINE



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.



VALOR HERITAGE
BRECKENRIDGE, CO

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RTC 03

SHEET TITLE:
CONCEPTUAL
EXHIBIT
LANDSCAPE PLAN
LP-101

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)
TIMBER TRAIL ROAD- ROW	36,510	9,127.50	14,919.00
HERITAGE DRIVE & VALOR DRIVE	18,537	4,634.25	6,804.00
TOTALS	55,047	13,762	21,723



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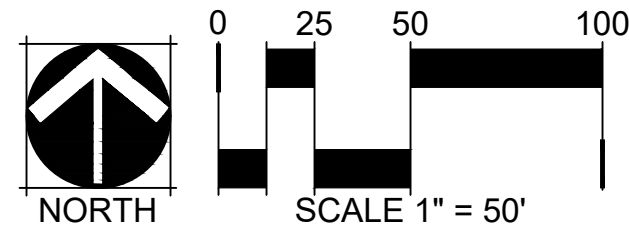
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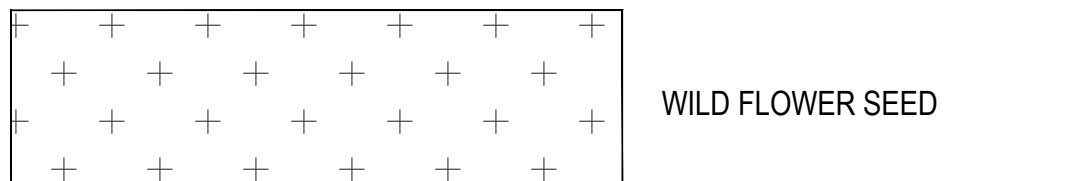
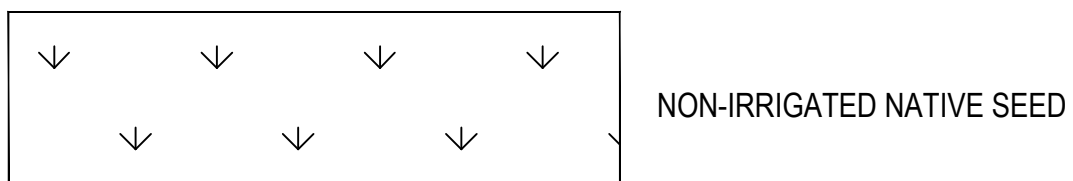
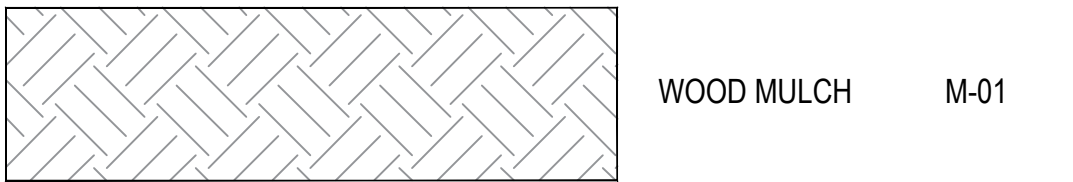
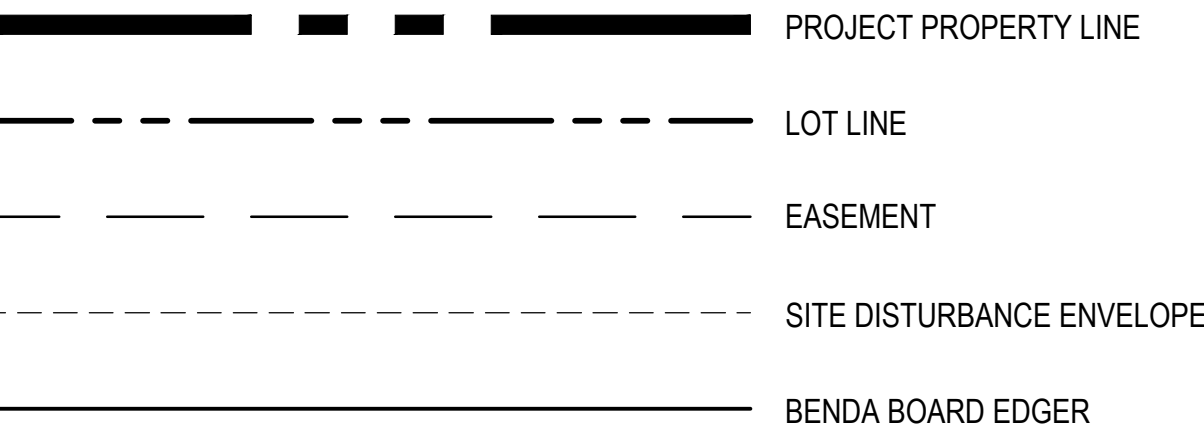
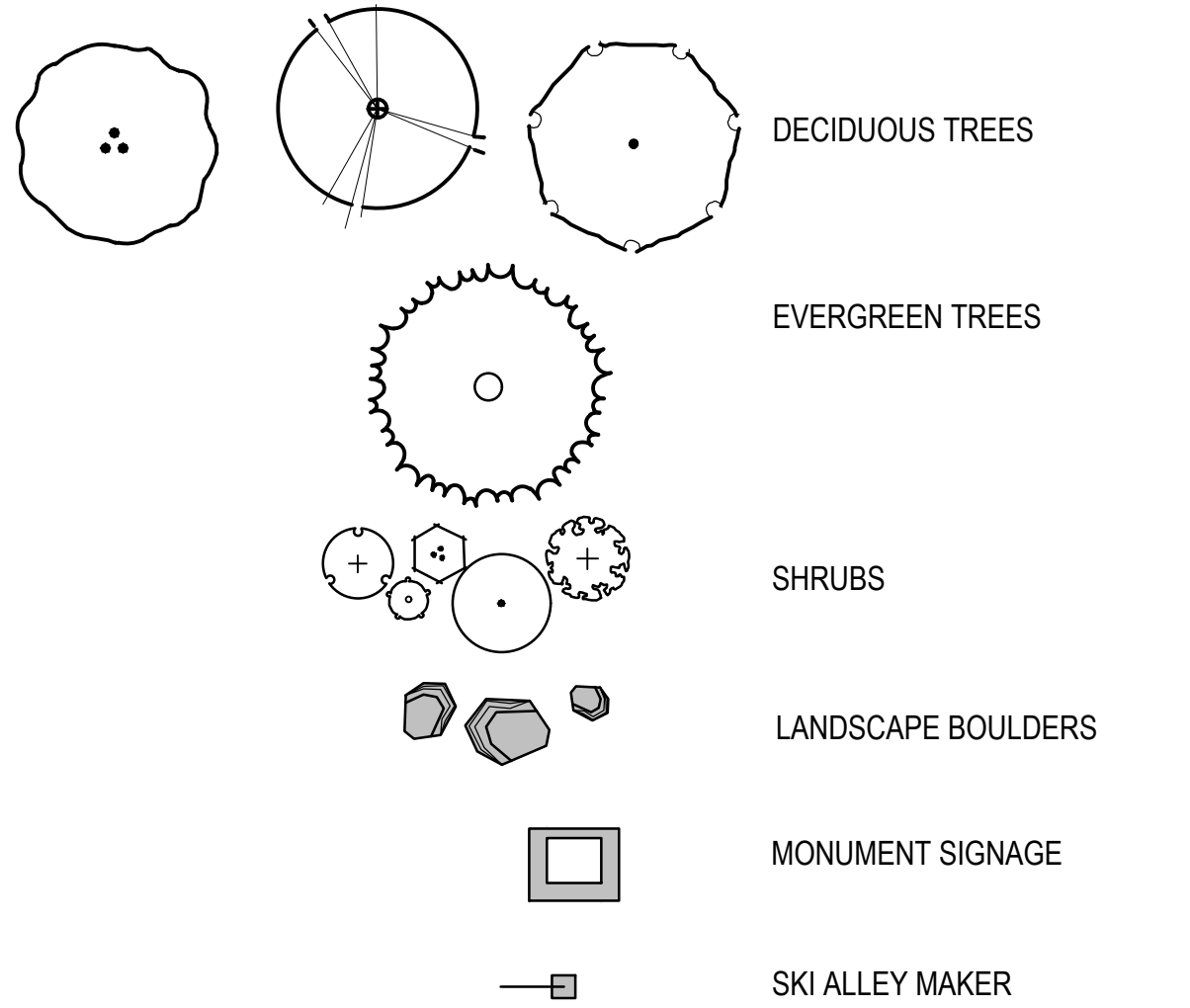
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SNOW
STORAGE PLAN

LP-201



LEGEND

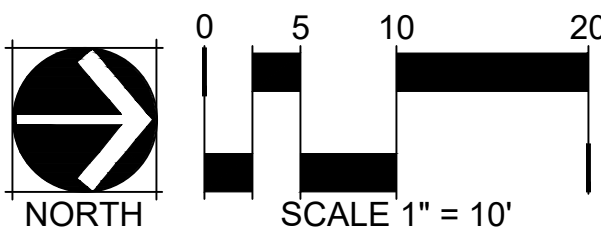
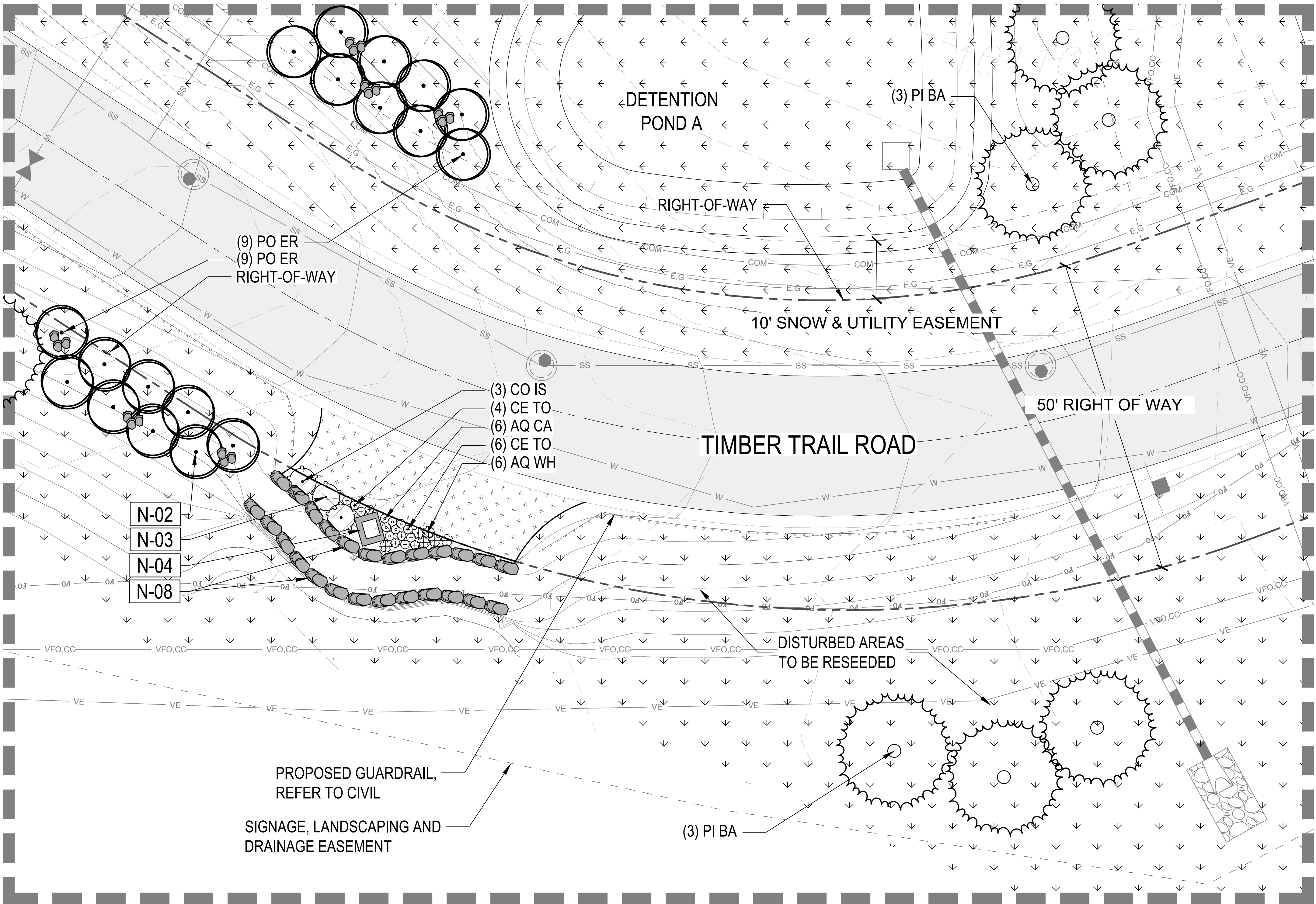


KEY NOTES

CODE	DESCRIPTION	DETAIL
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N-03	SHRUB PLANTING	4 / LP-501
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PI BE	BABY BLUE EYES COLORADO BLUE SPRUCE
PI BA	BAKERI BLUE SPRUCE
PI AR	BRISTLECONE PINE
DECIDUOUS SHRUBS	
CO IS	ISANTI RED TWIG DOGWOOD
PERENNIALS	
AQ CA	ROCKY MOUNTAIN COLUMBINE
CE TO	SNOW IN SUMMER
AQ WH	WHITE STAR COLUMBINE

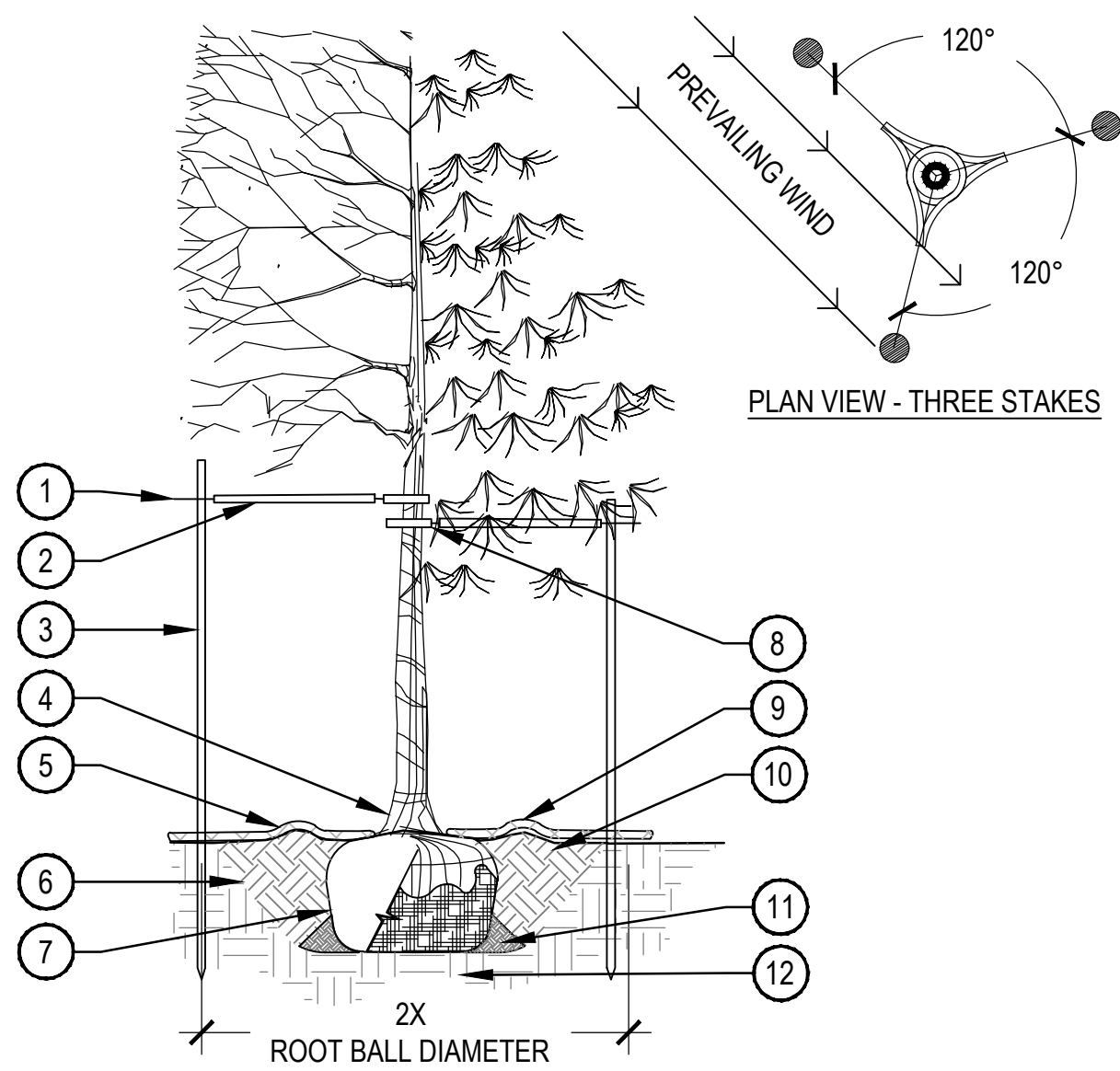


PRUNING NOTES:

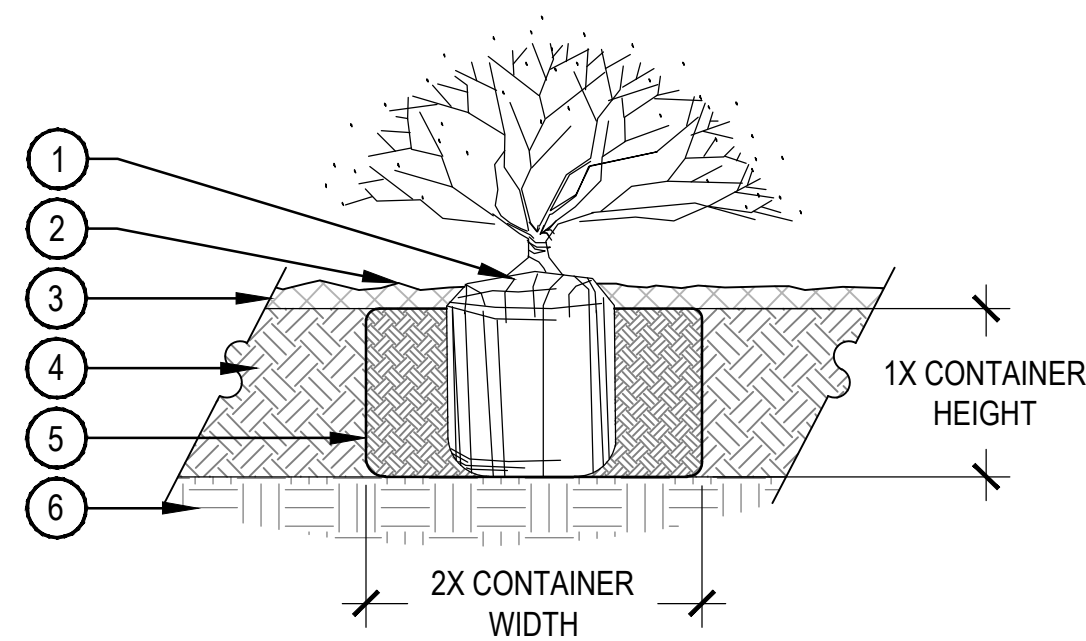
- ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
- DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE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

1 TREE PLANTING DETAIL

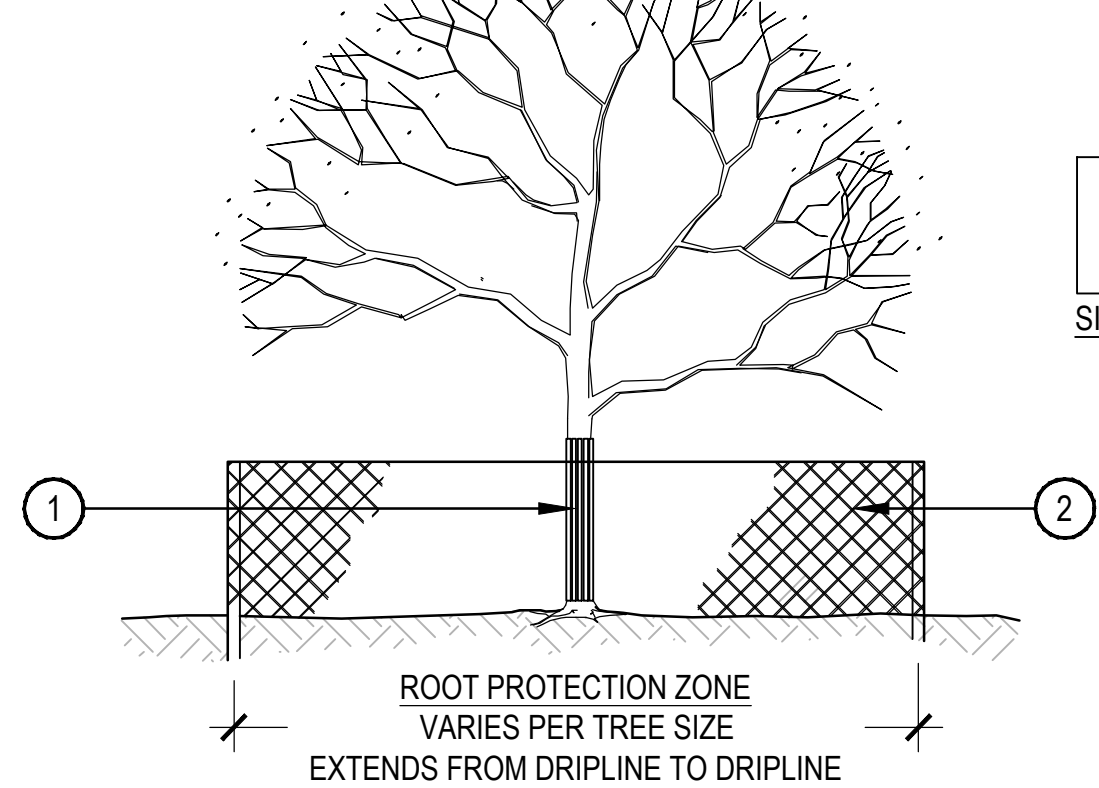
SCALE: 3/16" = 1'-0"

4 SHRUB PLANTING

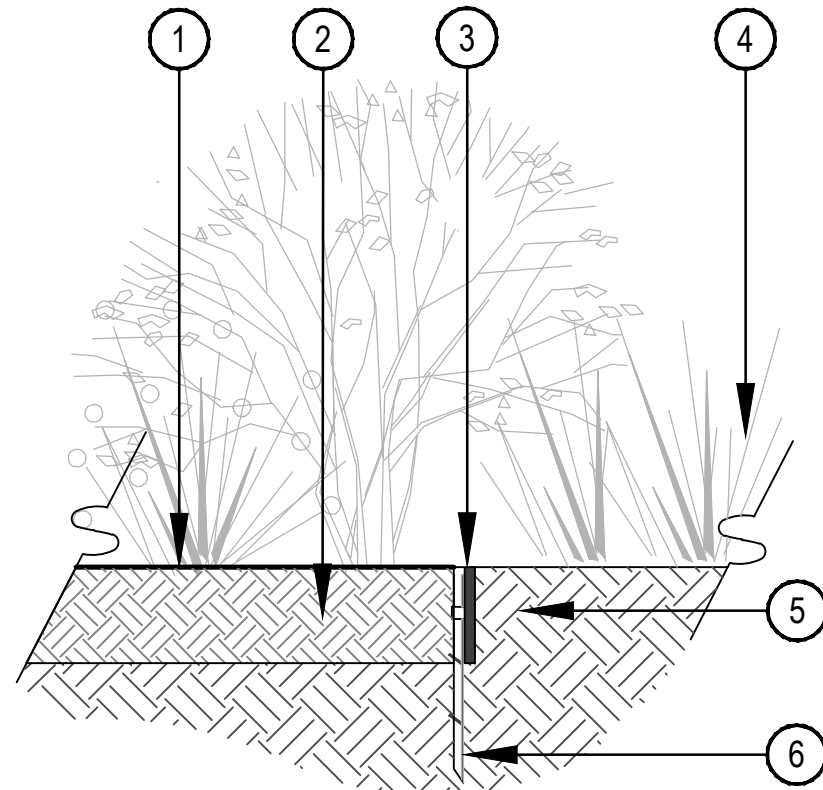
SCALE: 1 1/2" = 1'-0"

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.



- FINISH GRADE
- ADJACENT LANDSCAPE, SEE LANDSCAPE PLANS FOR TYPE
- BENDA BOARD EDGER REFER TO MATERIAL SCHEDULE, SHEET LP-002
- NATIVE SEED OR ADJACENT LANDSCAPE, REFER TO LANDSCAPE PLANS
- SUBGRADE
- EDGER STAKE, INSTALL PER MANUFACTURER SPECIFICATIONS

2 TREE PROTECTION

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

5 BENDA BOARD EDGER

SCALE: 1 1/2"=1'-0"

NOTES:

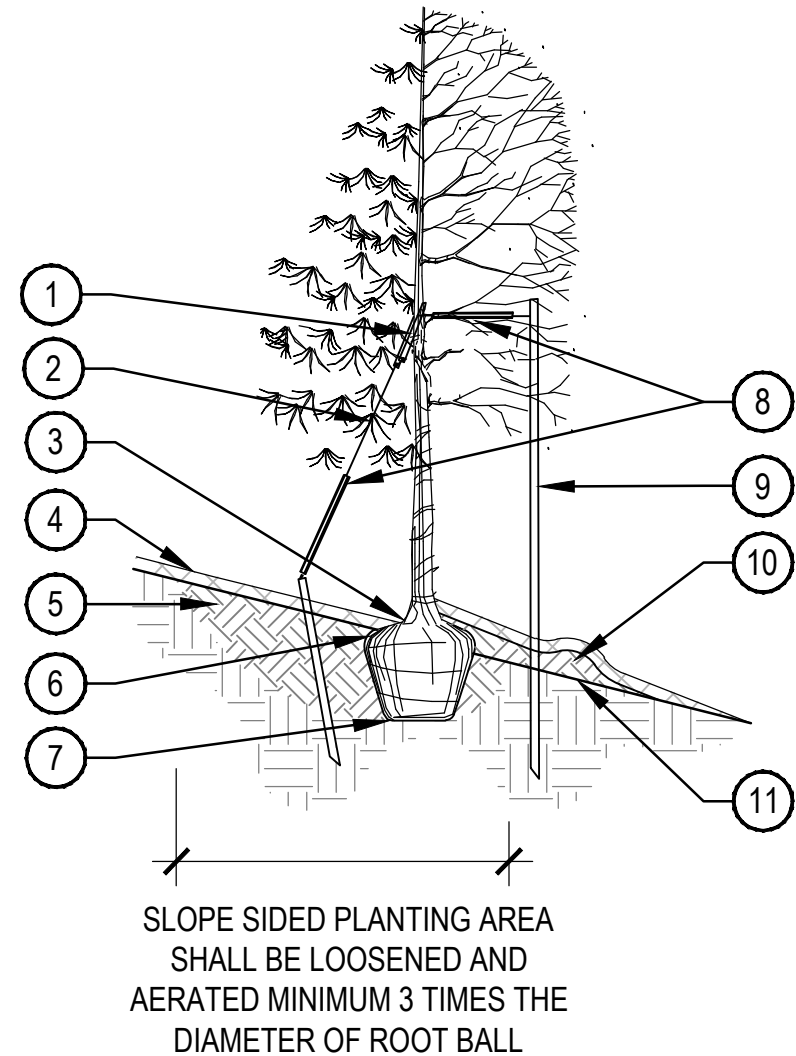
- EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND LESS THAN THE DISTANCE FROM THE TOP MOST ROOT AND THE BOTTOM OF THE ROOT BALL. THE PLANTING AREA SHALL BE LOOSENED AND AERATED AT LEAST THREE TO FIVE TIMES THE DIAMETER OF THE ROOT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

3 TREE PLANTING ON SLOPE

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

OWNER:
P8E SFL PARCEL 6, LLC
100 S. MAIN STREET
PO BOX 6879
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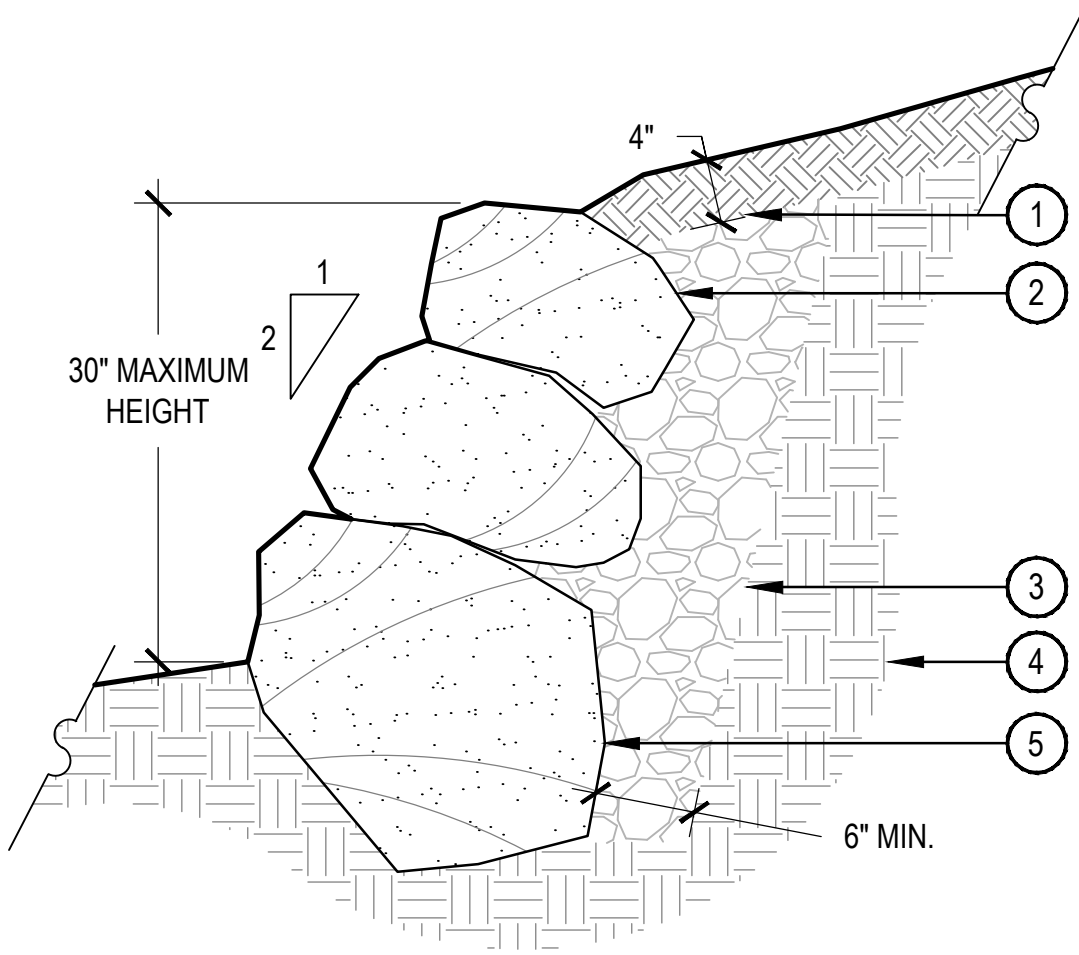
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SHEET TITLE:

PLANTING
DETAILS

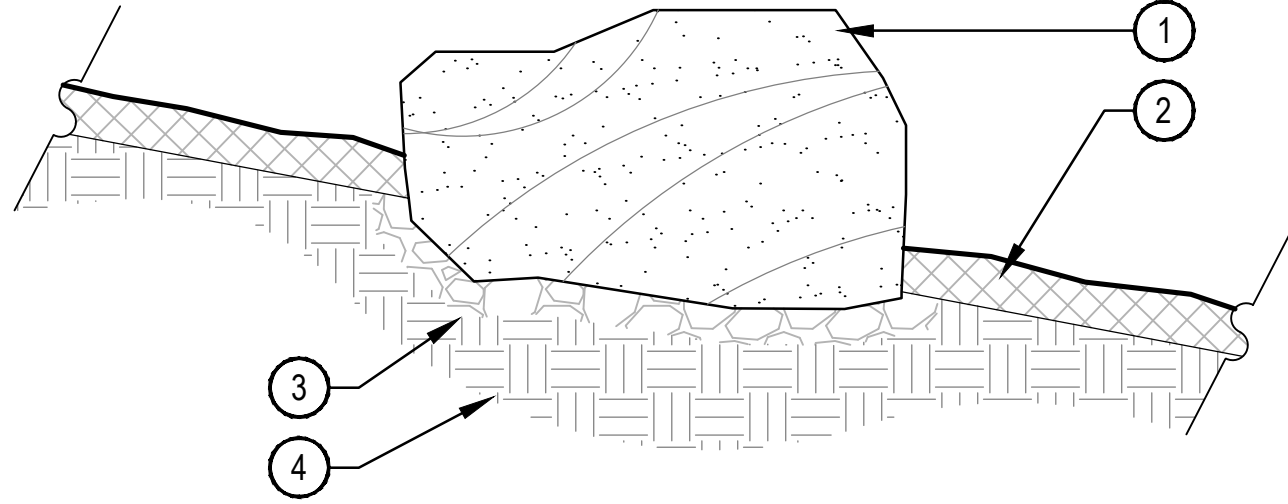
LP-502



- NOTES:
- CONTRACTOR SHALL SUBMIT SMALL SAMPLE OR PHOTOS OF BOULDERS FOR APPROVAL.
 - STACK BOULDERS WITH 2:1 BATTER AND LEAN TO UPHILL SIDE, BOULDERS SHOULD BE NO SMALLER THAN 18"X18"X18".

1 BOULDER RETAINING WALL

SCALE: 1" = 1'-0"



- 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.

2 LANDSCAPE BOULDER

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

LEGEND

- 

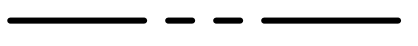
DECIDUOUS TREES
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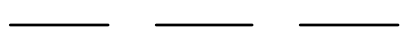
EVERGREEN TREES
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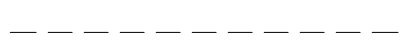
SHRUBS
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LANDSCAPE BOULDERS
- 

MONUMENT SIGNAGE
- 

SKI ALLEY MARKER
- 

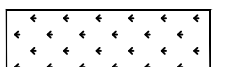
LOT LINE
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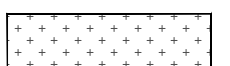
EASEMENT
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SITE DISTURBANCE ENVELOPE
- 

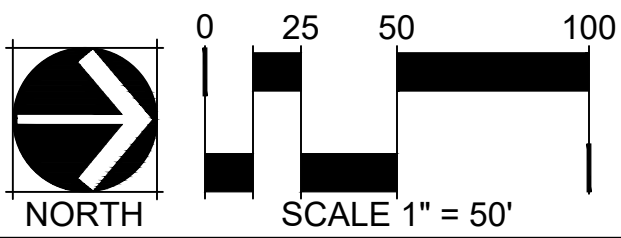
BENDA BOARD EDGER
- 

CONCEPTUAL DRIVEWAY LOCATION
- 

WOOD MULCH
- 

NON-IRRIGATED NATIVE SEED
- 

WILDFLOWER SEED



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RTC.02

SHEET TITLE:
CONCEPTUAL
LOT EXHIBIT

LP-003



1331127

Taryn Power - Summit County Recorder

"Attachment A":

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

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE 1 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

1.5 Landowner Cooperation and Consent.

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

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

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

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

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

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

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

ARTICLE 2 COMMITMENTS (PUBLIC BENEFITS)

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

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

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

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

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

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

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

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

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

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

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

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

2.7 Cucumber Gulch Improvements.

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

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

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

ARTICLE 3

GONDOLA LOT MASTER PLAN AMENDMENT

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

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

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

(a) Parcel 1: 0.0 SFEs

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

(c) Parcel 3: Up to 30.0 SFEs.

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

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

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

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

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

ARTICLE 4 PEAK 7 & 8 MASTER PLAN AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Parcel 5; and

(b) Parcel 6.

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

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

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

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

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

ARTICLE 5 PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 PARCEL 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7

PARCEL 3

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8

PARCEL 4

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

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

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

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

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

(d) Building Height

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9

PARCEL 5

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

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

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

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

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

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

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

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

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

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

ARTICLE 10

PARCEL 6

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11

PARCEL 7

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

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

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

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

ARTICLE 12 VESTED PROPERTY RIGHTS

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

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

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

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

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

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

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

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

ARTICLE 13 DEFAULT AND REMEDIES

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

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

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

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

13.2 Remedies.

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

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

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

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

ARTICLE 14 RESPONSIBILITIES OF THE TOWN

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

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

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

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

ARTICLE 15 MANDATORY PROVISIONS

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

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

15.2 Successors and Assigns; Binding Effect; Recording.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 MISCELLANEOUS

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

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

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

If to the Town:

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

With a required copy to:

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

If to Gondola Properties:

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

With a required copy to:

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

If to BGV Entrada:

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

With a required copy to:

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

If to VSRI:

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

If to LC Breckenridge:

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

With required copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

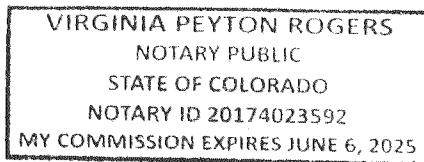
16.13 Venue and Choice of Law; Waiver of Right to Jury Trial; Construction. Venue will be in the district court for the State of Colorado, Summit County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, each Party hereby waives any and all right to request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

[SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

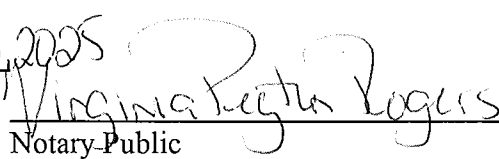
By: 
Shannon Haynes, Manager

STATE OF Colorado)
COUNTY OF Summit) SS:

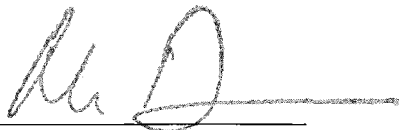


The foregoing instrument was acknowledged before me this 23rd day of May, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: June 6, 2025

Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

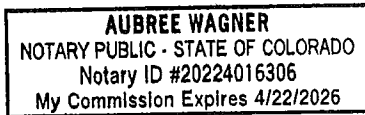
By: 
Michael A. Dudick, Member

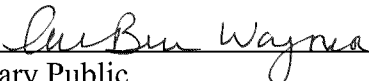
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

GONDOLA PROPERTIES, LLC,
a Colorado limited liability company

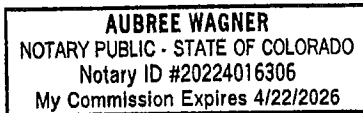
By: 
Michael A. Dudick, Member

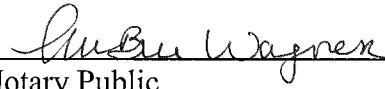
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

LC BRECKENRIDGE HOLDCO, LLC
a Colorado limited liability company

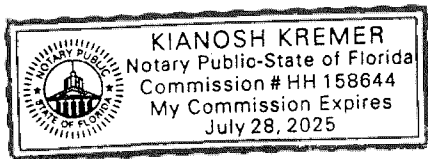
By: [Signature]
Name: Jordan Suppan
Title: Authorized Signatory

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

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

Witness my hand and official seal.

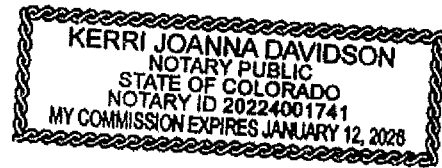
My commission expires: July 28, 2025



[Signature]
Notary Public

VAIL SUMMIT RESORTS, INC.
a Colorado corporation

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



STATE OF CO)
COUNTY OF Denver) ss:

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

Witness my hand and official seal.

My commission expires: 1/12/26

[Signature]
Notary Public

Signature Page to Development Agreement

Exhibit 1
[Parcel 1 Legal Description]

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

Exhibit 2
[Parcel 2 Legal Description]

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

Exhibit 3
[Parcel 3 Legal Description]

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

Exhibit 4
[Parcel 4 Legal Description]

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

Exhibit 5
[Parcel 5 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

Exhibit 6
[Parcel 6 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

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

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

Exhibit 7
[Parcel 7 Legal Description]

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

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
_____, Town Manager

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[INSERT]

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

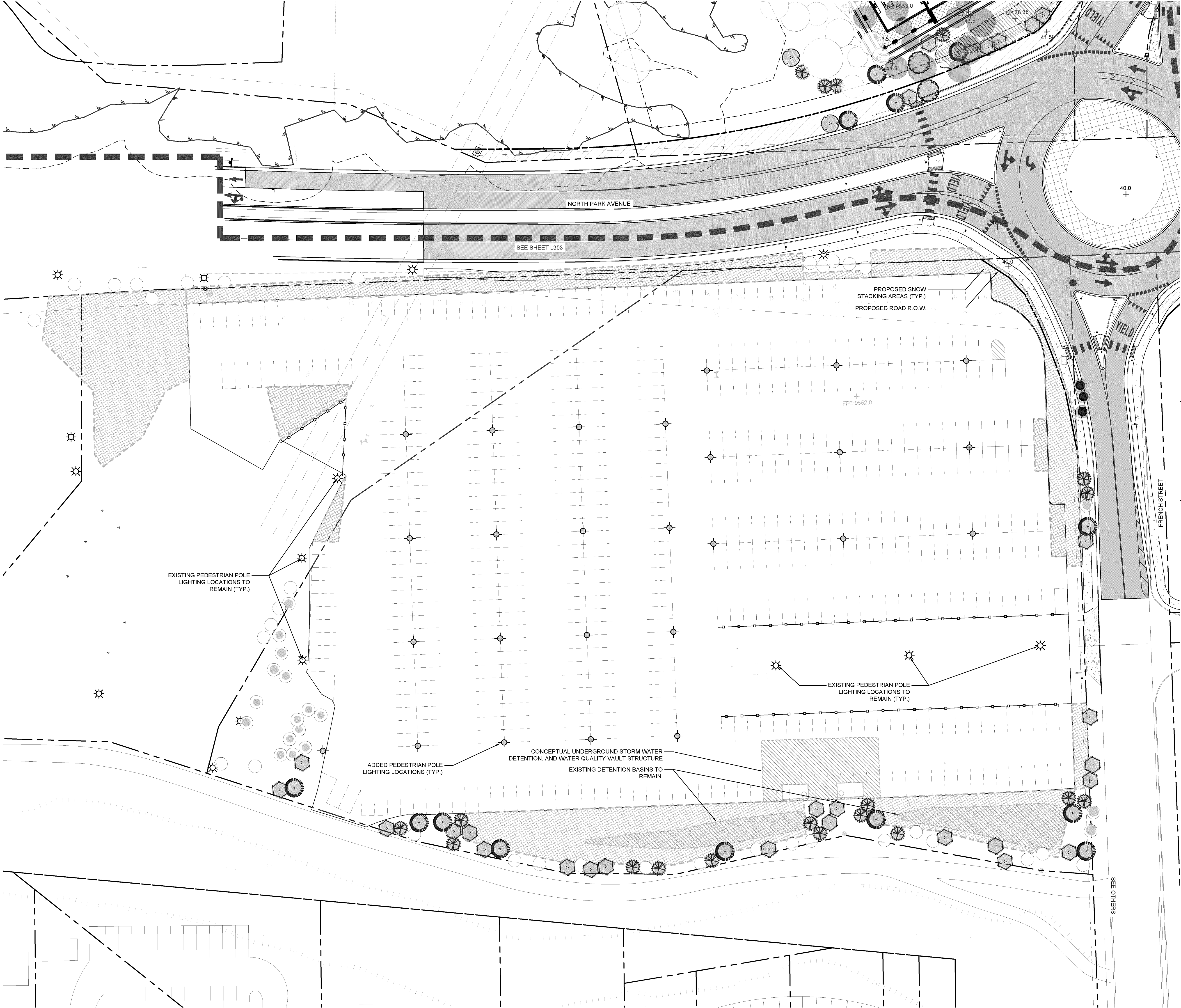
Legal Description of the Sending Parcel

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

Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]

Drawing: UA2019024 Breckenridge Gondola Lot Dev05 CAD Sheets000 Exhibits+Coordination04 GRS+CSRN+NGU_PlantingPlan_ Exhibits.dwg
Last Saved: March 15, 2024 11:37:29 AM by Zearhart
Last Plotted 3/15/2024 11:41:57 AM
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LANDSCAPE LEGEND

PROPERTY LINE

SETBACK LINE

LOT SUBDIVISION LINE

ASSUMED EXISTING TREES LOCATION

TREE LEGEND

TYPE

NARROW LEAF COTTONWOOD

QUAKING ASPEN

RIVER BIRCH

COLORADO SPRUCE

DOUGLAS FIR

TREE REMOVAL AND REPLACEMENT LEGEND

CATEGORY

EXISTING TREE TO BE PRESERVED

EXISTING TREE TO BE REMOVED

TREE REPLACEMENT/ADDED

TOTAL PRESERVED

TOTAL REMOVED

TOTAL REPLACE/ADD

NOTES

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

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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 122 of 172

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.	

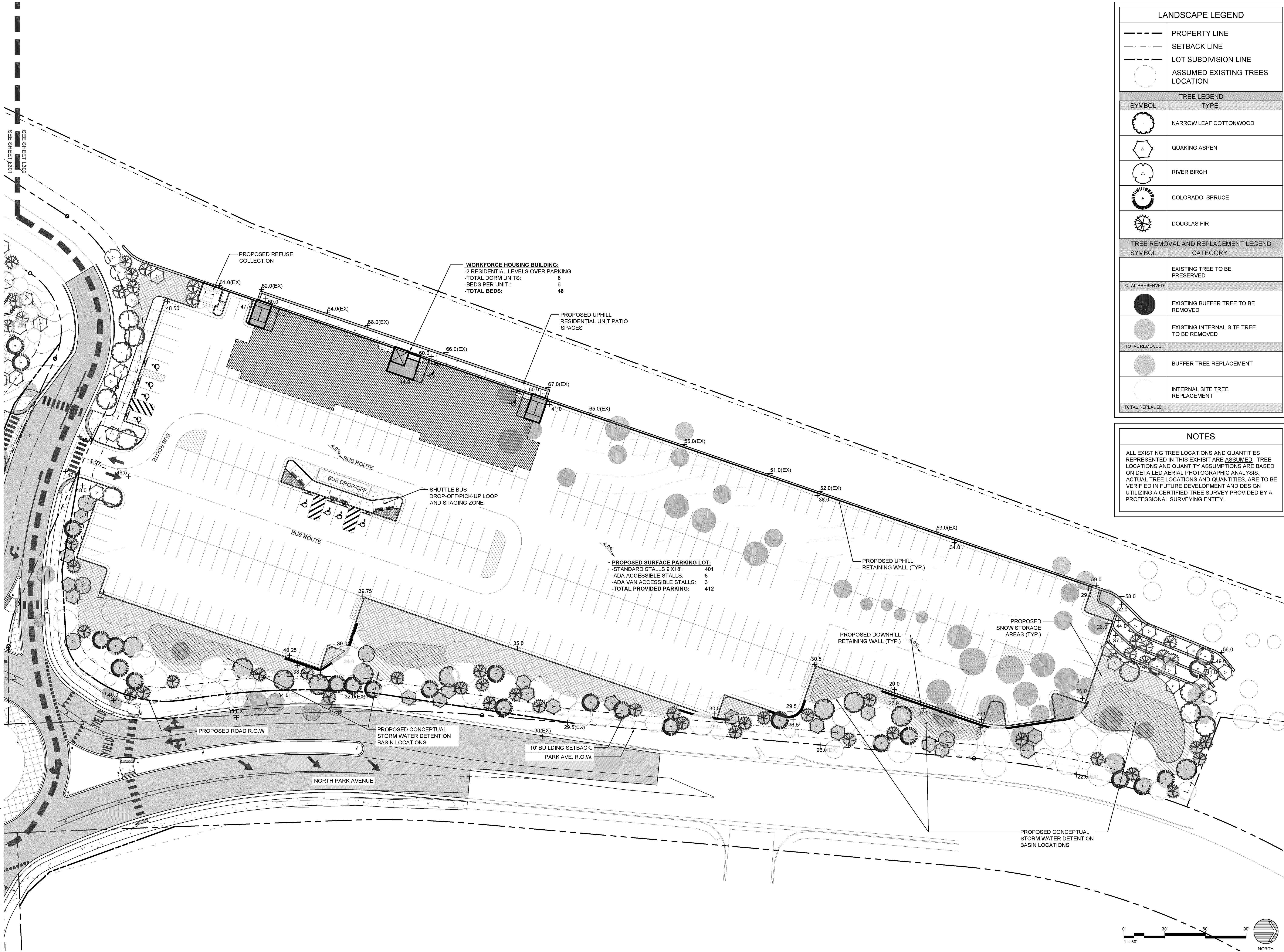


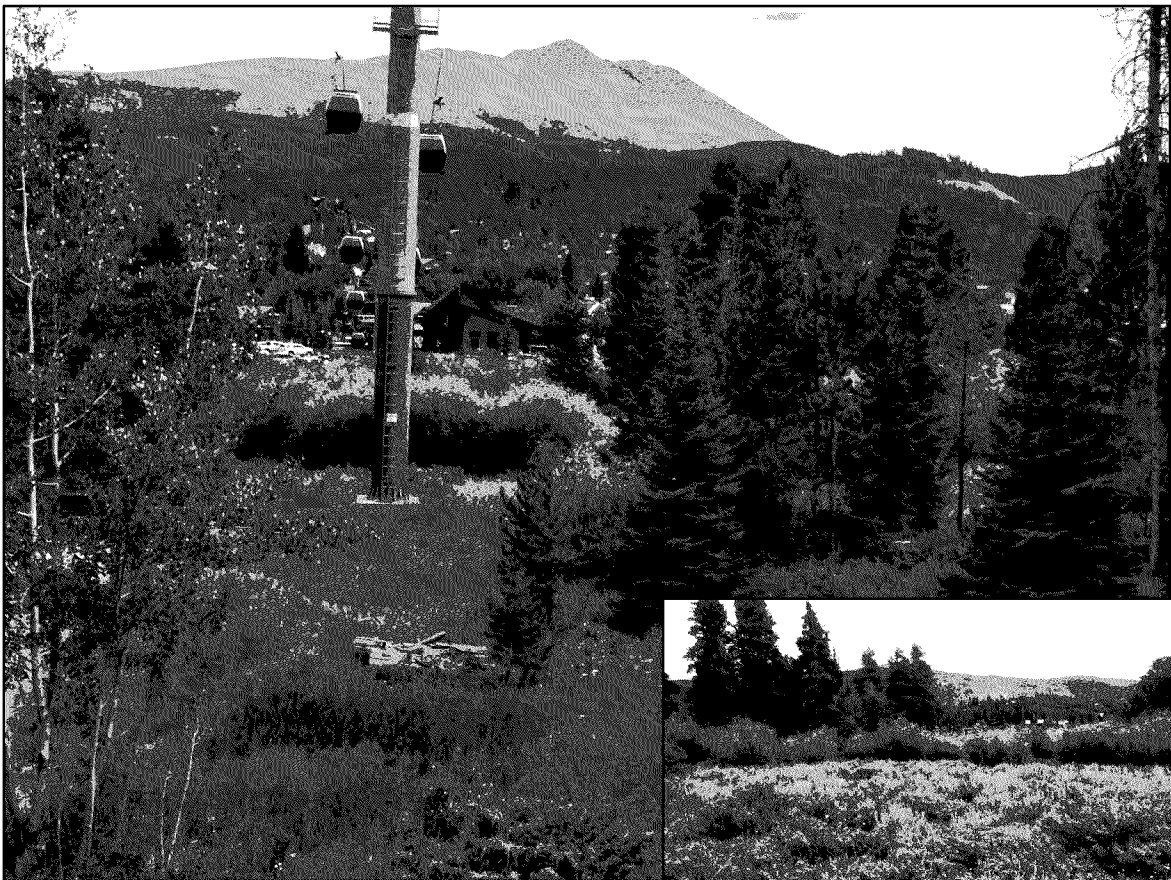
Exhibit 11
[Wetlands Report]

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

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Gold Rush Lots

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Appendix C – Site Plan and Wetland Disturbance

Abbreviations and Acronyms

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

Gold Rush Lots

Wetland Technical Report

1.0 Introduction

1.1 Purpose of This Report

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

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

1.2 Project Description

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

Gold Rush Lots

Wetland Technical Report

2.0 Site Description

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

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

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

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

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

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

Gold Rush Lots

Wetland Technical Report

3.0 Methods

3.1 Literature Review

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

3.2 Field Data Collection

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

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

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

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

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

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

Gold Rush Lots

Wetland Technical Report

3.3 Mapping

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

3.4 Wetland Classification

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

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

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

3.5 Wetland Functional Assessment

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

Gold Rush Lots

Wetland Technical Report

4.0 Wetlands

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

4.1 Vegetation

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

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

4.2 Hydrology

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

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

4.3 Soils

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

Gold Rush Lots

Wetland Technical Report

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

4.4 Wetland Functional Condition

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

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

Gold Rush Lots

Wetland Technical Report

5.0 Other Water Features

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

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

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

Gold Rush Lots

Wetland Technical Report

6.0 Proposed Impacts

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

Table 1: Permanent Wetland Impacts

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

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

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

Gold Rush Lots

Wetland Technical Report

7.0 Proposed Mitigation

7.1 Wetland Mitigation

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

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

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

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

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

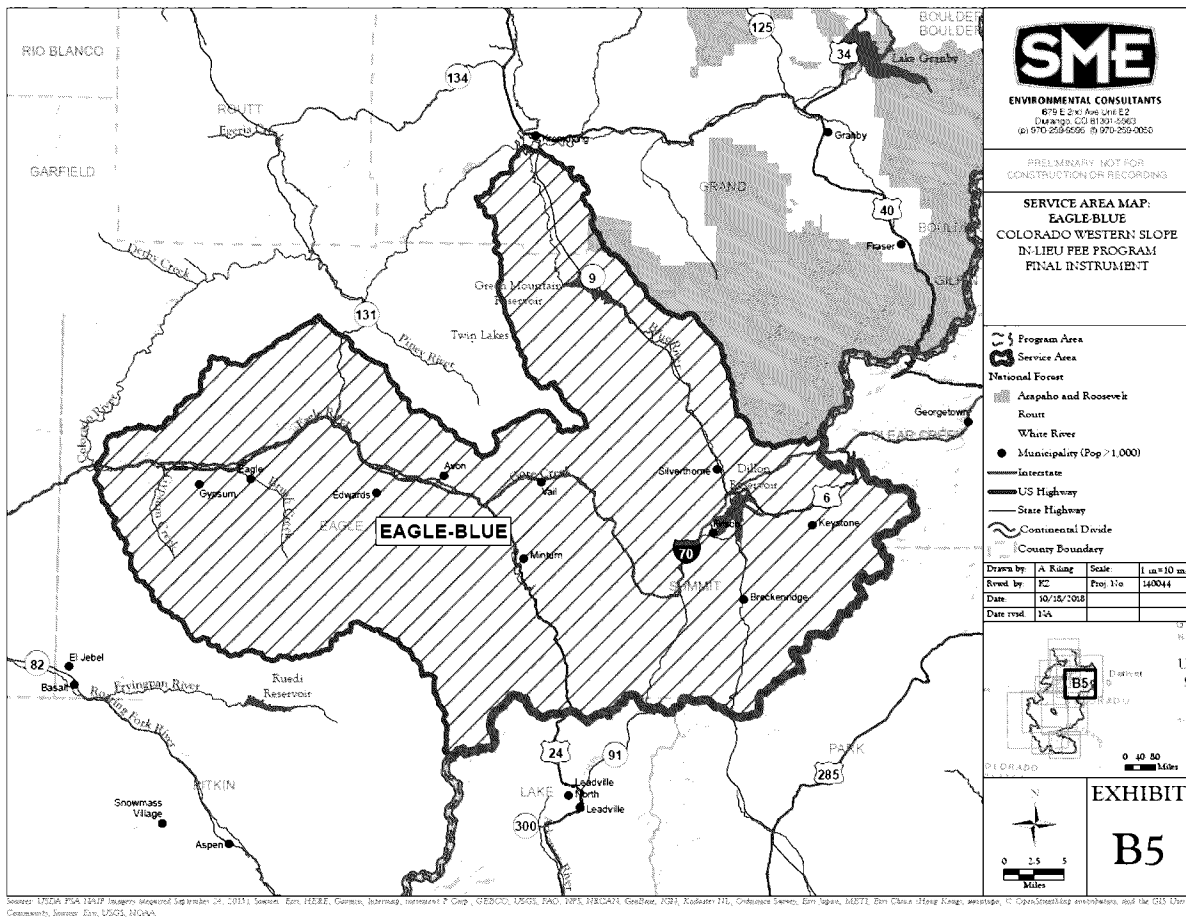
7.2 Wetland Setback Mitigation

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

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

Gold Rush Lots

Wetland Technical Report

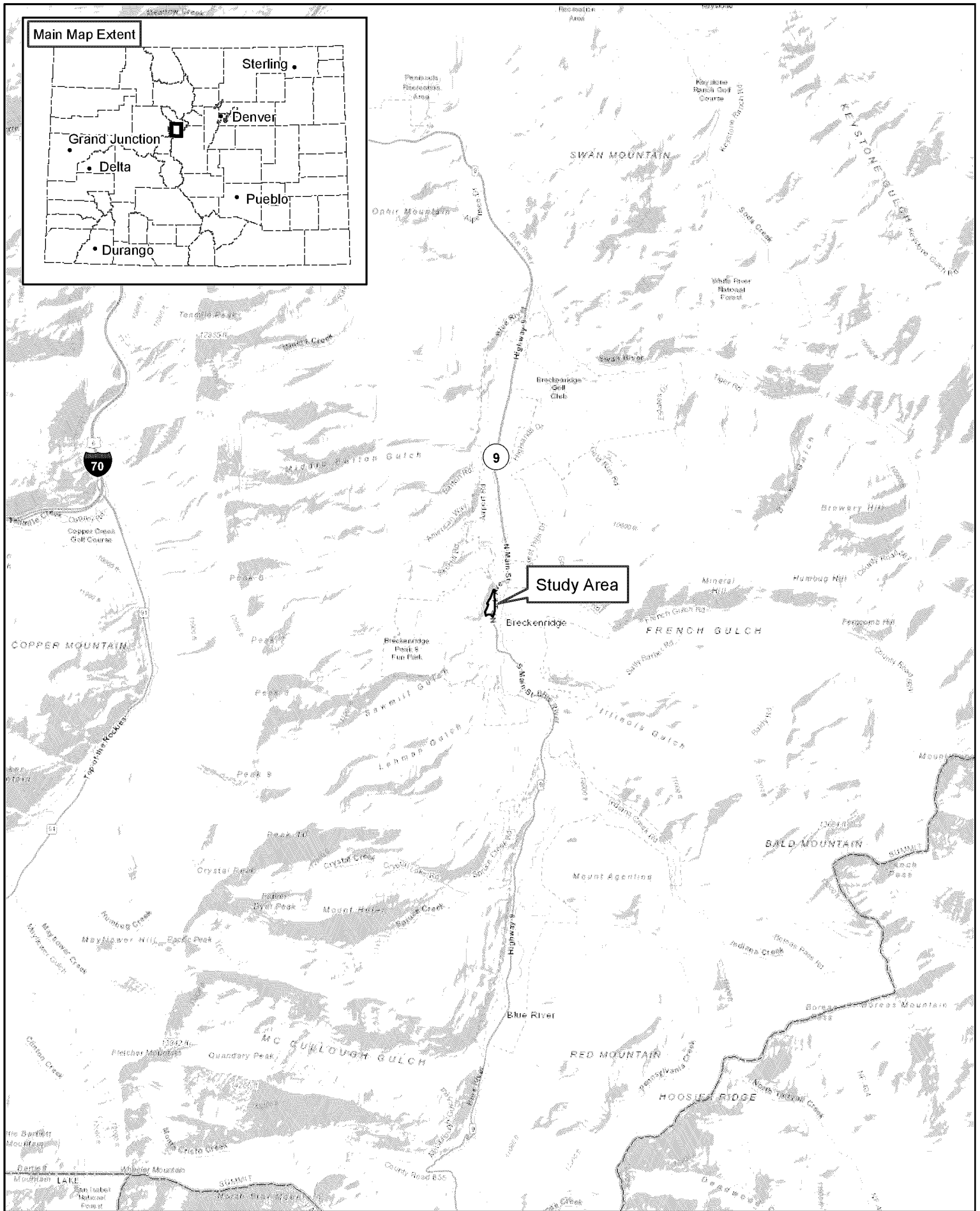


Gold Rush Lots

Wetland Technical Report

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0 0.5 1 2 3 Miles

Gold Rush Parking Lot

Figure 1
Site Location Map

07/19/2021

Appendix A

Wetland Determination Data Forms

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: <u>Gold Rush Lots</u>	City/County: <u>Breckenridge/Summit</u>	Sampling Date: <u>8/17/16</u>
Applicant/Owner: <u>Breckenridge Grand Vacations</u>	State: <u>CO</u>	Sampling Point: <u>SP1</u>
Investigator(s): <u>Andy Herb</u>	Section, Township, Range: <u>S31, T7S, R77W</u>	
Landform (hillside, terrace, etc.): <u>Slope</u>	Local relief (concave, convex, none): <u>concave</u>	Slope (%): <u>1 to 2</u>
Subregion (LRR): <u>LRR E, MLRA 48A</u>	Lat: <u>39.485950</u>	Long: <u>-106.048847</u>
Datum: <u>WGS84</u>		
Soil Map Unit Name: <u>Grenadier gravelly loam, 0 to 6 percent slopes</u>		NWI classification: <u>PSS</u>
Are climatic / hydrologic conditions on the site typical for this time of year? Yes <u>X</u> No <u> </u> (If no, explain in Remarks.)		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No <u> </u>		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> naturally problematic? (If needed, explain any answers in Remarks.)		

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

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u>
Remarks: Dense willow area with mesic understory; appears to be drier than historically but still meets the wetland criteria; possibly part of a relict beaver pond complex; original data collected in August 2016 but verified in July 2020	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
1. _____																					
2. _____																					
3. _____																					
4. _____																					
=Total Cover																					
Sapling/Shrub Stratum	(Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table style="width:100%; border-collapse: collapse; font-size: small;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: left;">Multiply by:</th> </tr> <tr> <td>OBL species <u>10</u></td> <td>x 1 = <u>10</u></td> </tr> <tr> <td>FACW species <u>30</u></td> <td>x 2 = <u>60</u></td> </tr> <tr> <td>FAC species <u>45</u></td> <td>x 3 = <u>135</u></td> </tr> <tr> <td>FACU species <u>5</u></td> <td>x 4 = <u>20</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>90</u> (A)</td> <td><u>225</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.50</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>10</u>	x 1 = <u>10</u>	FACW species <u>30</u>	x 2 = <u>60</u>	FAC species <u>45</u>	x 3 = <u>135</u>	FACU species <u>5</u>	x 4 = <u>20</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>90</u> (A)	<u>225</u> (B)	Prevalence Index = B/A = <u>2.50</u>	
Total % Cover of:	Multiply by:																				
OBL species <u>10</u>	x 1 = <u>10</u>																				
FACW species <u>30</u>	x 2 = <u>60</u>																				
FAC species <u>45</u>	x 3 = <u>135</u>																				
FACU species <u>5</u>	x 4 = <u>20</u>																				
UPL species <u>0</u>	x 5 = <u>0</u>																				
Column Totals: <u>90</u> (A)	<u>225</u> (B)																				
Prevalence Index = B/A = <u>2.50</u>																					
1. <u>Salix drummondiana</u>		<u>10</u>	Yes	FACW																	
2. <u>Salix monticola</u>		<u>10</u>	Yes	OBL																	
3. _____																					
4. _____																					
5. _____																					
=Total Cover																					
Herb Stratum	(Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> <u> </u> 2 - Dominance Test is >50% <u>X</u> <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
1. <u>Mertensia ciliata</u>		<u>20</u>	Yes	FACW																	
2. <u>Agrostis gigantea</u>		<u>15</u>	Yes	FAC																	
3. <u>Poa pratensis</u>		<u>15</u>	Yes	FAC																	
4. <u>Elymus trachycaulus</u>		<u>15</u>	Yes	FAC																	
5. <u>Taraxacum officinale</u>		<u>5</u>	No	FACU																	
6. _____																					
7. _____																					
8. _____																					
9. _____																					
10. _____																					
11. _____																					
=Total Cover																					
Woody Vine Stratum	(Plot size: <u>1x3 meter</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>)				Prevalence Index worksheet: <table style="width:100%; border-collapse: collapse;"> <tr> <th style="width:40%;">Total % Cover of:</th> <th style="width:60%;">Multiply by:</th> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>15</u></td> <td>x 2 = <u>30</u></td> </tr> <tr> <td>FAC species <u>75</u></td> <td>x 3 = <u>225</u></td> </tr> <tr> <td>FACU species <u>27</u></td> <td>x 4 = <u>108</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>117</u> (A)</td> <td><u>363</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.10</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>15</u>	x 2 = <u>30</u>	FAC species <u>75</u>	x 3 = <u>225</u>	FACU species <u>27</u>	x 4 = <u>108</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>117</u> (A)	<u>363</u> (B)	Prevalence Index = B/A = <u>3.10</u>	
Total % Cover of:	Multiply by:																				
OBL species <u>0</u>	x 1 = <u>0</u>																				
FACW species <u>15</u>	x 2 = <u>30</u>																				
FAC species <u>75</u>	x 3 = <u>225</u>																				
FACU species <u>27</u>	x 4 = <u>108</u>																				
UPL species <u>0</u>	x 5 = <u>0</u>																				
Column Totals: <u>117</u> (A)	<u>363</u> (B)																				
Prevalence Index = B/A = <u>3.10</u>																					
1. <u>Dasiphora fruticosa</u>		<u>10</u>	<u>Yes</u>	<u>FAC</u>																	
2. <u>Salix drummondiana</u>		<u>5</u>	<u>Yes</u>	<u>FACW</u>																	
3. <u>Lonicera involucrata</u>		<u>5</u>	<u>Yes</u>	<u>FAC</u>																	
4.																					
5.																					
		<u>20</u>	=Total Cover																		
Herb Stratum	(Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> <u>2</u> - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
1. <u>Agrostis scabra</u>		<u>25</u>	<u>Yes</u>	<u>FAC</u>																	
2. <u>Achillea millefolium</u>		<u>20</u>	<u>Yes</u>	<u>FACU</u>																	
3. <u>Cirsium scariosum</u>		<u>10</u>	<u>No</u>	<u>FAC</u>																	
4. <u>Carex praegracilis</u>		<u>10</u>	<u>No</u>	<u>FACW</u>																	
5. <u>Taraxacum officinale</u>		<u>5</u>	<u>No</u>	<u>FACU</u>																	
6. <u>Penstemon procerus</u>		<u>20</u>	<u>Yes</u>	<u>FAC</u>																	
7. <u>Potentilla gracilis</u>		<u>5</u>	<u>No</u>	<u>FAC</u>																	
8. <u>Taraxacum officinale</u>		<u>2</u>	<u>No</u>	<u>FACU</u>																	
9.																					
10.																					
11.																					
		<u>97</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>0</u>																					

Remarks: Relatively open area with mesic shrub cover; scattered Pinus contorta nearby
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SOIL

Sampling Point: SP2

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

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

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

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):		Hydric Soil Present? Yes ☐ No ☒	
Type: _____	Depth (inches): _____		
Remarks: All layers dry			

HYDROLOGY

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

Field Observations:			
Surface Water Present?	Yes ☐ No ☒	Depth (inches): _____	Wetland Hydrology Present? Yes ☐ No ☒
Water Table Present?	Yes ☐ No ☒	Depth (inches): _____	
Saturation Present?	Yes ☐ No ☒	Depth (inches): _____	
(includes capillary fringe)			
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks: No evidence of hydrology; sample point 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>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
1. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
3. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
4. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u> </u> =Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table><tr><th>Total % Cover of:</th><th>Multiply by:</th></tr><tr><td>OBL species <u>0</u></td><td>x 1 = <u>0</u></td></tr><tr><td>FACW species <u>80</u></td><td>x 2 = <u>160</u></td></tr><tr><td>FAC species <u>10</u></td><td>x 3 = <u>30</u></td></tr><tr><td>FACU species <u>10</u></td><td>x 4 = <u>40</u></td></tr><tr><td>UPL species <u>5</u></td><td>x 5 = <u>25</u></td></tr><tr><td>Column Totals: <u>105</u> (A)</td><td><u>255</u> (B)</td></tr><tr><td colspan="2">Prevalence Index = B/A = <u>2.43</u></td></tr></table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>80</u>	x 2 = <u>160</u>	FAC species <u>10</u>	x 3 = <u>30</u>	FACU species <u>10</u>	x 4 = <u>40</u>	UPL species <u>5</u>	x 5 = <u>25</u>	Column Totals: <u>105</u> (A)	<u>255</u> (B)	Prevalence Index = B/A = <u>2.43</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>80</u>	x 2 = <u>160</u>																			
FAC species <u>10</u>	x 3 = <u>30</u>																			
FACU species <u>10</u>	x 4 = <u>40</u>																			
UPL species <u>5</u>	x 5 = <u>25</u>																			
Column Totals: <u>105</u> (A)	<u>255</u> (B)																			
Prevalence Index = B/A = <u>2.43</u>																				
1. <u>Salix drummondiana</u>	<u>10</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
3. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
4. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
5. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u>10</u> =Total Cover																				
Herb Stratum (Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic. Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
1. <u>Calamagrostis canadensis</u>	<u>40</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u>Mertensia ciliata</u>	<u>30</u>	<u>Yes</u>	<u>FACW</u>																	
3. <u>Achillea millefolium</u>	<u>10</u>	<u>No</u>	<u>FACU</u>																	
4. <u>Potentilla gracilis</u>	<u>5</u>	<u>No</u>	<u>FAC</u>																	
5. <u>Chamerion angustifolia</u>	<u>5</u>	<u>No</u>	<u>UPL</u>																	
6. <u>Cirsium arvense</u>	<u>5</u>	<u>No</u>	<u>FAC</u>																	
7. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
8. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
9. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
10. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
11. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u>95</u> =Total Cover																				
Woody Vine Stratum (Plot size: <u>1x3 meter</u>)																				
1. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>																	
<u> </u> =Total Cover																				
% Bare Ground in Herb Stratum <u>5</u>																				

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

SOIL

Sampling Point: SP3**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 2/2	100					Loamy/Clayey	silty clay loam
6-7	10YR 4/2	90	10YR 4/6	10	C	M	Loamy/Clayey	silty clay loam
7-16	10YR 4/4	100	10YR 4/4				Sandy	sand with gravel

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.²Location: PL=Pore Lining, M=Matrix.**Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)**

☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)
☐ Hydrogen Sulfide (A4)	☐ Loamy Mucky Mineral (F1) (except MLRA 1)
☐ 1 cm Muck (A9) (LRR D, G)	☐ Loamy Gleyed Matrix (F2)
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)
☐ Sandy Mucky Mineral (S1)	☐ Depleted Dark Surface (F7)
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G)	☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils³:

☐ 2 cm Muck (A10) (LRR A, E)
☐ Iron-Manganese Masses (F12) (LRR D)
☐ Red Parent Material (F21)
☐ Very Shallow Dark Surface (F22)
☐ Other (Explain in Remarks)

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 X

Remarks:

All layers dry

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)
☐ High Water Table (A2)	☐ Salt Crust (B11)
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)
☐ Inundation Visible on Aerial Imagery (B7)	
☐ Sparsely Vegetated Concave Surface (B8)	

Secondary Indicators (2 or more required)

☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Geomorphic Position (D2)
☐ Shallow Aquitard (D3)
☒ FAC-Neutral Test (D5)
☐ Raised Ant Mounds (D6) (LRR A)
☐ Frost-Heave Hummocks (D7)

Field Observations:Surface Water Present? Yes _____ No X Depth (inches): _____Water Table Present? Yes _____ No X Depth (inches): _____Saturation Present? Yes _____ No X Depth (inches): _____

(includes capillary fringe)

Wetland Hydrology Present? Yes _____ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

No evidence of hydrology; sample point in lowest part of swale where it would be wettest; likely receives occasional snowmelt/runoff

WETLAND DETERMINATION DATA FORM - Western Mountains, Valleys, and Coast Region

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 7/22/20
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP4
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillslope, terrace, etc.): Slope Local relief (concave, convex, none): None Slope (%): 1 to 2
 Subregion (LRR): Southern Rocky Mountain Forest and Range Land Lat.: 39.485524 -106 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI Classification: PSS

Are climatic/hydrologic conditions of the site typical for this time of the year Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Y
 Are vegetation , soil , or hydrology naturally problematic? (If needed, explain any answers in remarks)

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

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present <u>N</u>	

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

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

VEGETATION - Use scientific names of plants

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

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

% Bare Ground in Herb Stratum: 3

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

% Bare Ground in Herb Stratum:	<u>3</u>
--------------------------------	----------

50/20 Thresholds			20%	50%
Tree Stratum	<u>0</u>		<u>0</u>	
Sapling/Shrub Stratum	<u>6</u>		<u>15</u>	
Herb Stratum	<u>19</u>		<u>49</u>	
Woody Vine Stratum	<u>0</u>		<u>0</u>	
Dominance Test Worksheet				
Number of Dominant Species that are OBL, FACW, or FAC:			<u>2</u>	(A)
Total Number of Dominant Species Across all Strata:			<u>2</u>	(B)
Percent of Dominant Species that are OBL, FACW, or FAC:			<u>100.00%</u>	(A/B)
Prevalence Index Worksheet				
Total % Cover of: ☐				
OBL species	<u>65</u>	x 1 =	<u>65</u>	
FACW species	<u>40</u>	x 2 =	<u>80</u>	
FAC species	<u>32</u>	x 3 =	<u>96</u>	
FACU species	<u>0</u>	x 4 =	<u>0</u>	
UPL species	<u>0</u>	x 5 =	<u>0</u>	
Column totals	<u>137</u>	(A)	<u>241</u>	(B)
Prevalence Index = B/A =			<u>1.76</u>	
Hydrophytic Vegetation Indicators:				
Rapid test for hydrophytic vegetation				
☒ Dominance test is >50%				
☒ Prevalence index is ≤3.0*				
Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)				
Problematic hydrophytic vegetation* (explain)				
*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic				
Hydrophytic vegetation present? <u>Y</u>				

Remarks:

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

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

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

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

Hydric Soil Indicators:
Indicators for Problematic Hydric Soils:

- | | | |
|--|--|--|
| ☐ Histisol (A1) | ☐ Stripped Matrix (S6) | ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B) |
| ☐ Histic Epipedon (A2) | ☐ Loamy Mucky Mineral (F1) (LRR K, L) | ☐ Red Parent Material (TF2) |
| ☐ Black Histic (A3) | ☐ Loamy Gleyed Matrix (F2) | ☐ Very Shallow Dark Surface (TF12) |
| ☐ Hydrogen Sulfide (A4) | ☒ Depleted Matrix (F3) | ☐ Other (Explain in Remarks) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Redox Dark Surface (F6) | |
| ☐ Thick Dark Surface (A12) | ☐ Depleted Dark Surface (F7) | |
| ☐ Sandy Mucky Mineral (S1) | ☐ Redox Depressions (F8) | |
| ☐ Sandy Gleyed Matrix (S4) | | |
| ☐ Sandy Redox (S5) | | |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____

Hydric soil present? Y

Depth (inches): _____

Remarks: All layers saturated

HYDROLOGY
Primary Indicators (minimum of one is required; check all that apply)

Secondary Indicators (minimum of two required)

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

Field Observations:

Surface water present?	Yes ☐ No ☒	Depth (inches): _____
Water table present?	Yes ☐ No ☐	Depth (inches): _____
Saturation present? (includes capillary fringe)	Yes ☒ No ☐	Depth (inches): <u>0</u>

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Main source of hydrology is high groundwater, especially during snowmelt

Appendix B

Site Photographs



Photo 1 — Typical PSS wetland (July 22, 2020)



Photo 2 — Typical wetland boundary, notice dead and dying willows (July 22, 2020)



Photo 3 — Dead and dying willow along the wetland boundary (July 22, 2020)



Photo 4 — Tributary 1, looking north where it enters the site (July 13, 2020)



Photo 5 — Tributary 2, looking northeast where it enters the site (July 19, 2021)



Photo 6 — Tributary 3, looking southwest where it enters the site from a small pond, which is off the property (July 13, 2020)



Photo 7 – Looking north at the vegetated (non-wetland) entrance to the culvert under Woods Drive (July 19, 2021)



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



Photo 9 – Close up view of the outlet box showing no signs of flow, looking south (July 20, 2021)

Appendix C

Site Plan and Wetland Disturbance



NORTH GONDOLA LOT & GOLD RUSH LOTS

355 N. PARK AVE. BRECKENRIDGE, CO

NOT FOR
CONSTRUCTION

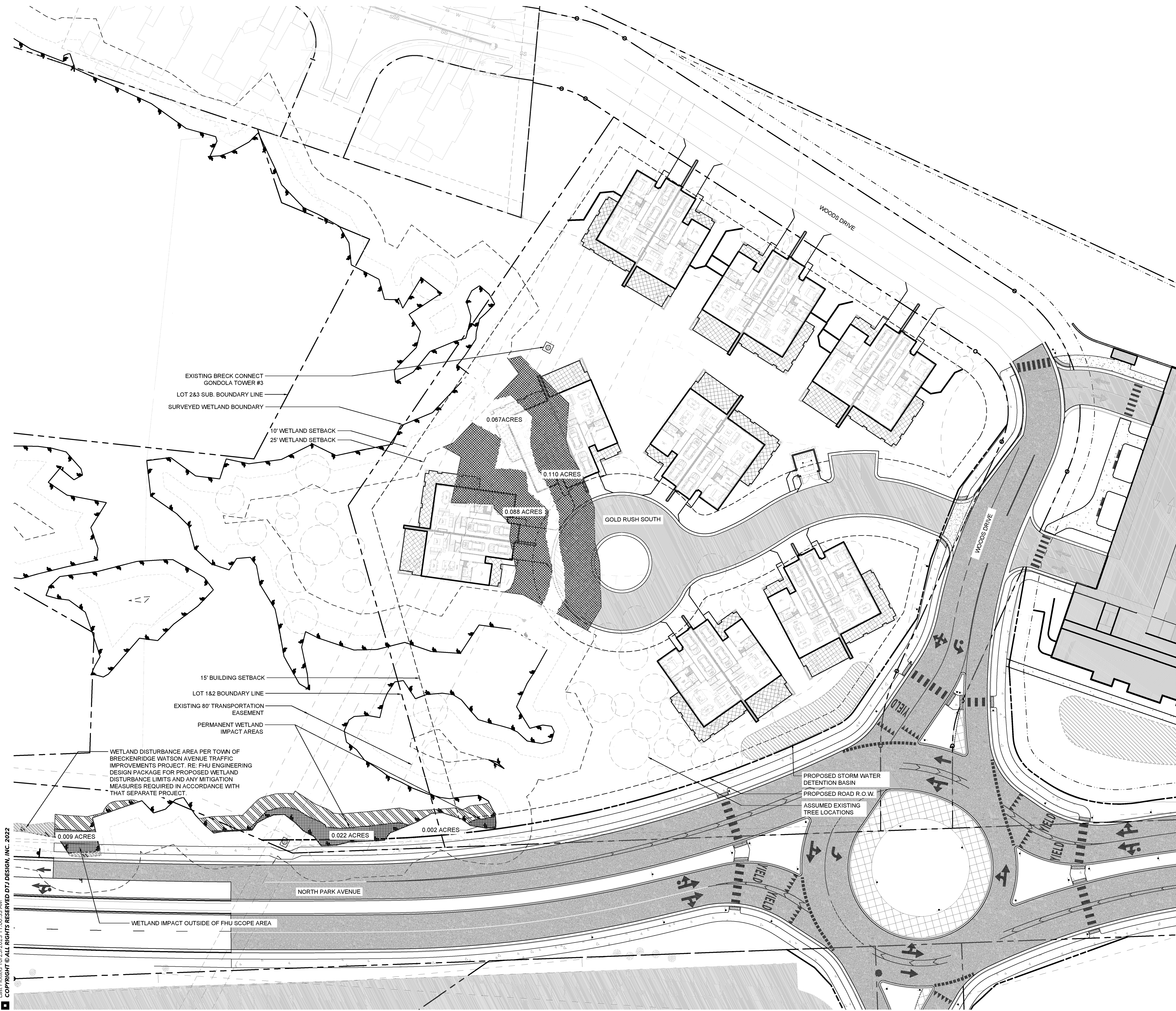
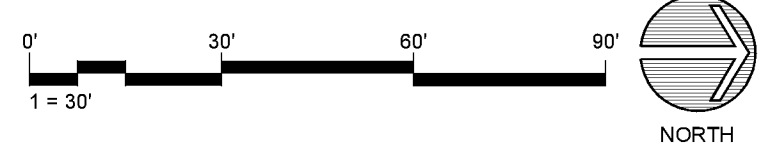
DRAWN BY:	ZE/TJ
CHECKED BY:	DJ
PROJECT NO.:	2019026
ISSUE DATE:	10/20/2023
REVISIONS:	

SHEET TITLE
GOLD RUSH
SOUTH SITE
PLAN

SHEET NUMBER
L201



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.

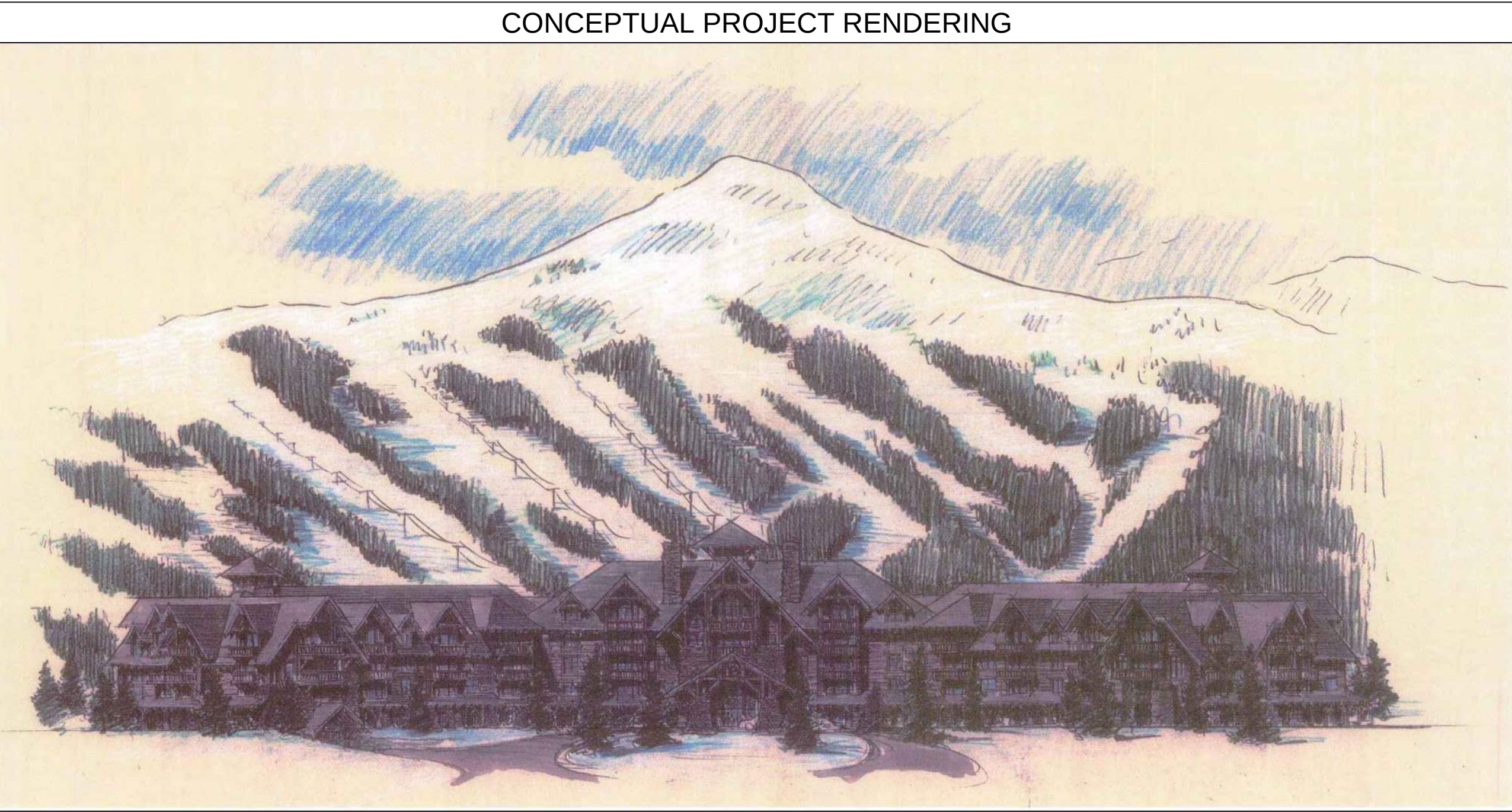


PEAK 7 & 8

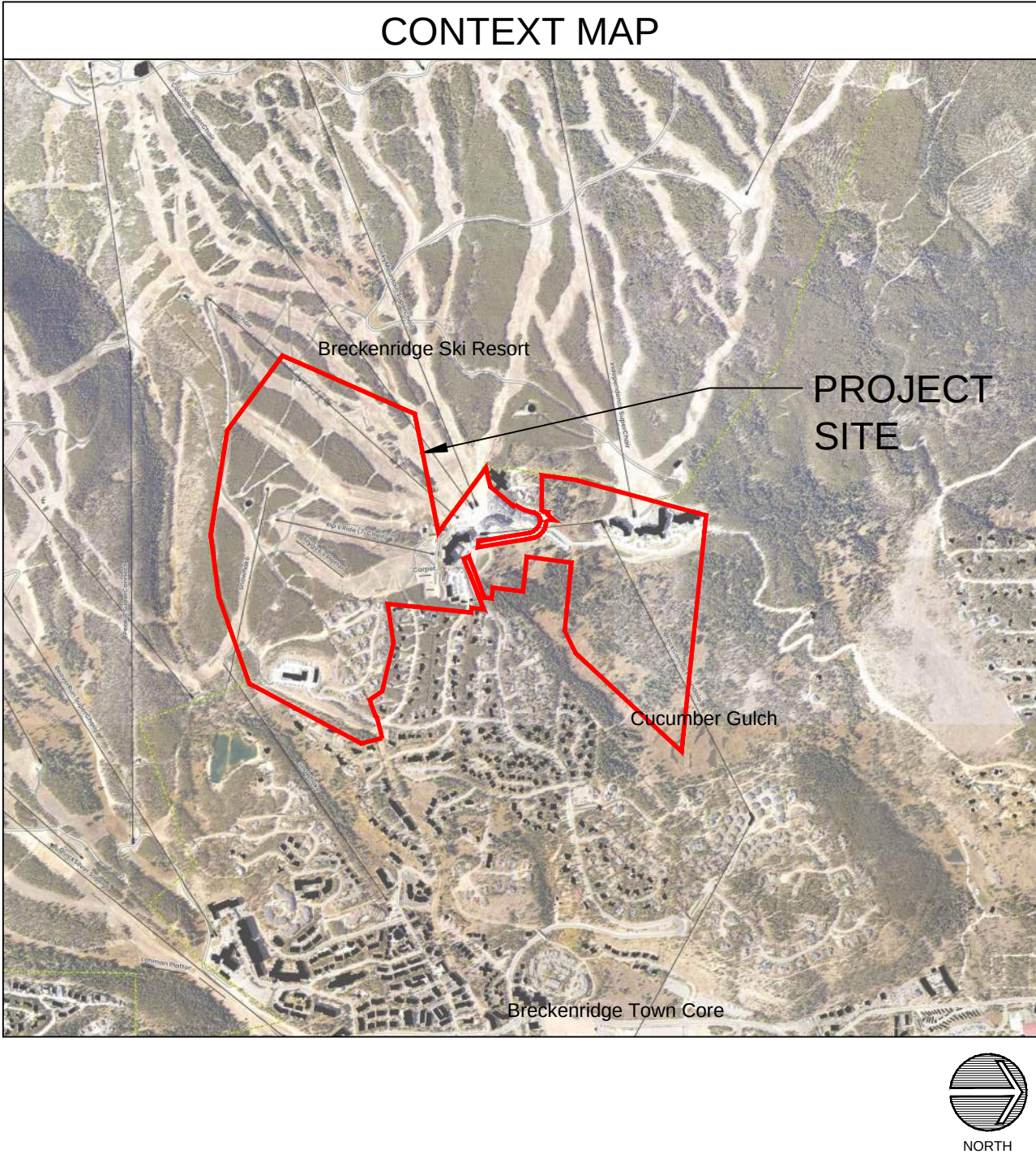
MASTER PLAN AMENDMENT REVIEW SUBMITTAL

May 28th, 2024

PROJECT DIRECTORY		
APPLICANT	P8E GRANDVIEW LLC. 100 S Main Street Breckenridge, CO 80424 Contact: Graham Frank Phone: 970.453.663	X
SURVEYOR	BASELINE SURVEYS LLC 1345 Colo. Hwy. #9 Breckenridge, CO 80424 970.453.7155	
ARCHITECT	DTJ DESIGN 3101 Iris Ave. Boulder, CO, 80301 303.443.7533 Contact: Lee Payne Email: lpayne@dtjdesign.com	
LANDSCAPE ARCHITECT	DTJ DESIGN 3101 Iris Ave. Boulder, CO, 80301 303.443.7533 Contact: Bill Campie Email: bcampie@dtjdesign.com	X
CIVIL ENGINEER	TETRA TECH 719 F Ten Mile Drive/P.O. Box 1906 Frisco, CO 80443 970.423.3420 Contact: Chris Durluo Email: chris.durluo@tetrattech.com	

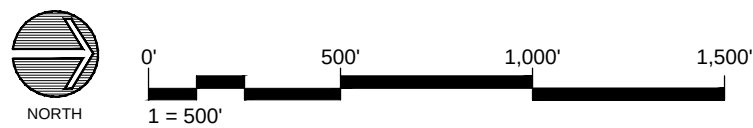


SHEET INDEX	
SHEET	DESCRIPTION
Sheet 01	Cover Sheet
Sheet 02	Vicinity Map
Sheet 03	Existing Conditions
Sheet 04	Fit Test
Sheet 05 - 06	Amendment Notes
Sheet 07	Building Elevations Exhibit A
Sheet 08	Circulation and Trails
Sheet 09	View Corridors
Sheet 10	Land Use
Sheet 11	Utility Plan





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

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PROJECT NO.:	2023024.40
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

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

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PROJECT NO.: 20203024.40

ISSUE DATE: 04/26/2024

REVISIONS:

Planning & Zoning Review 05/28/2024

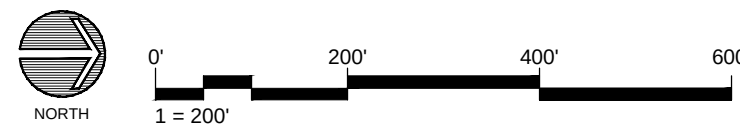
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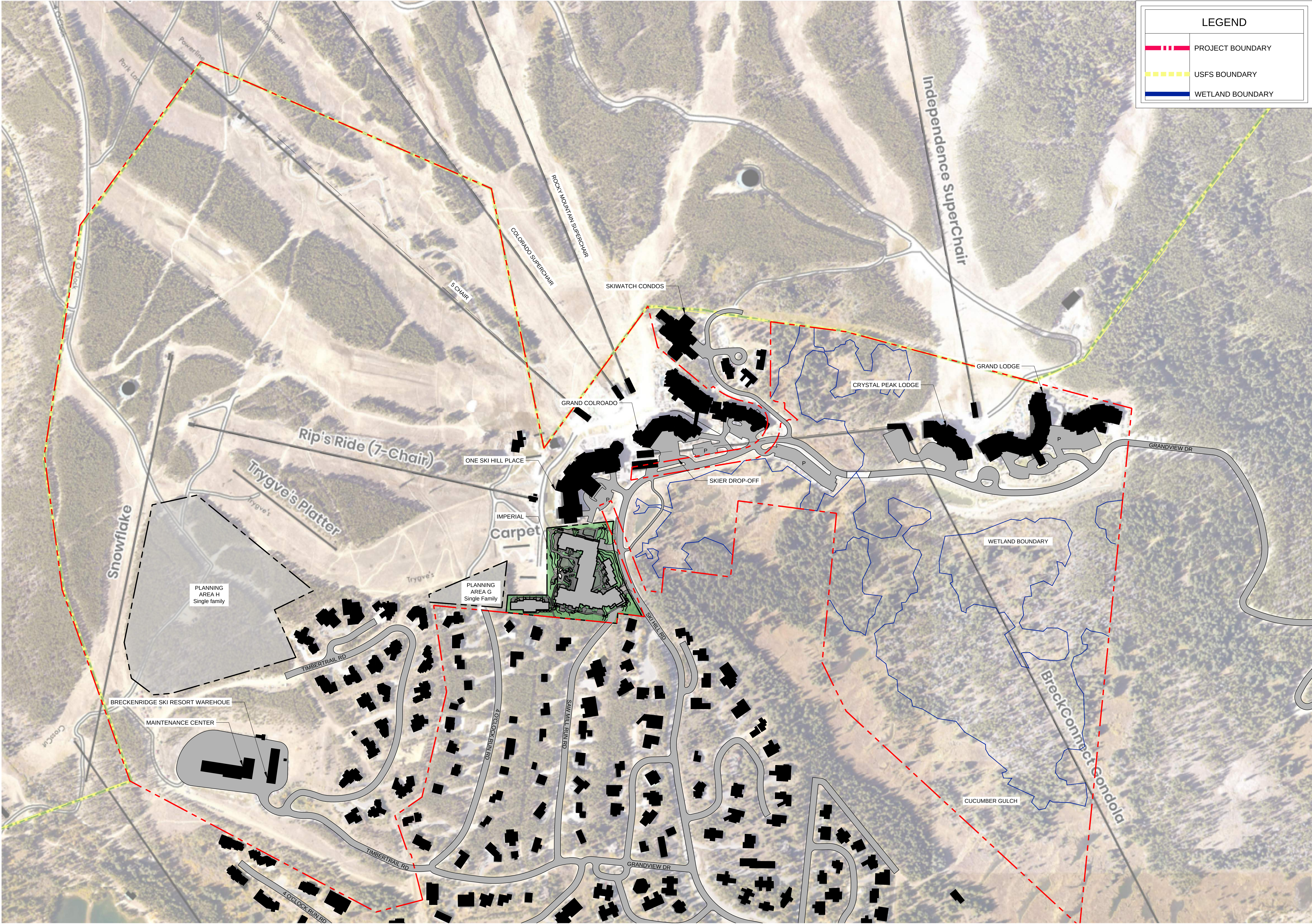
EXISTING
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SHEET 03

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LEGEND

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USFS BOUNDARY

WETLAND BOUNDARY

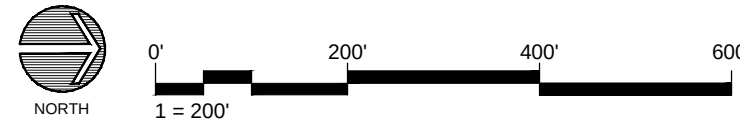
PEAK 7 & 8

MASTER PLAN AMENDMENT

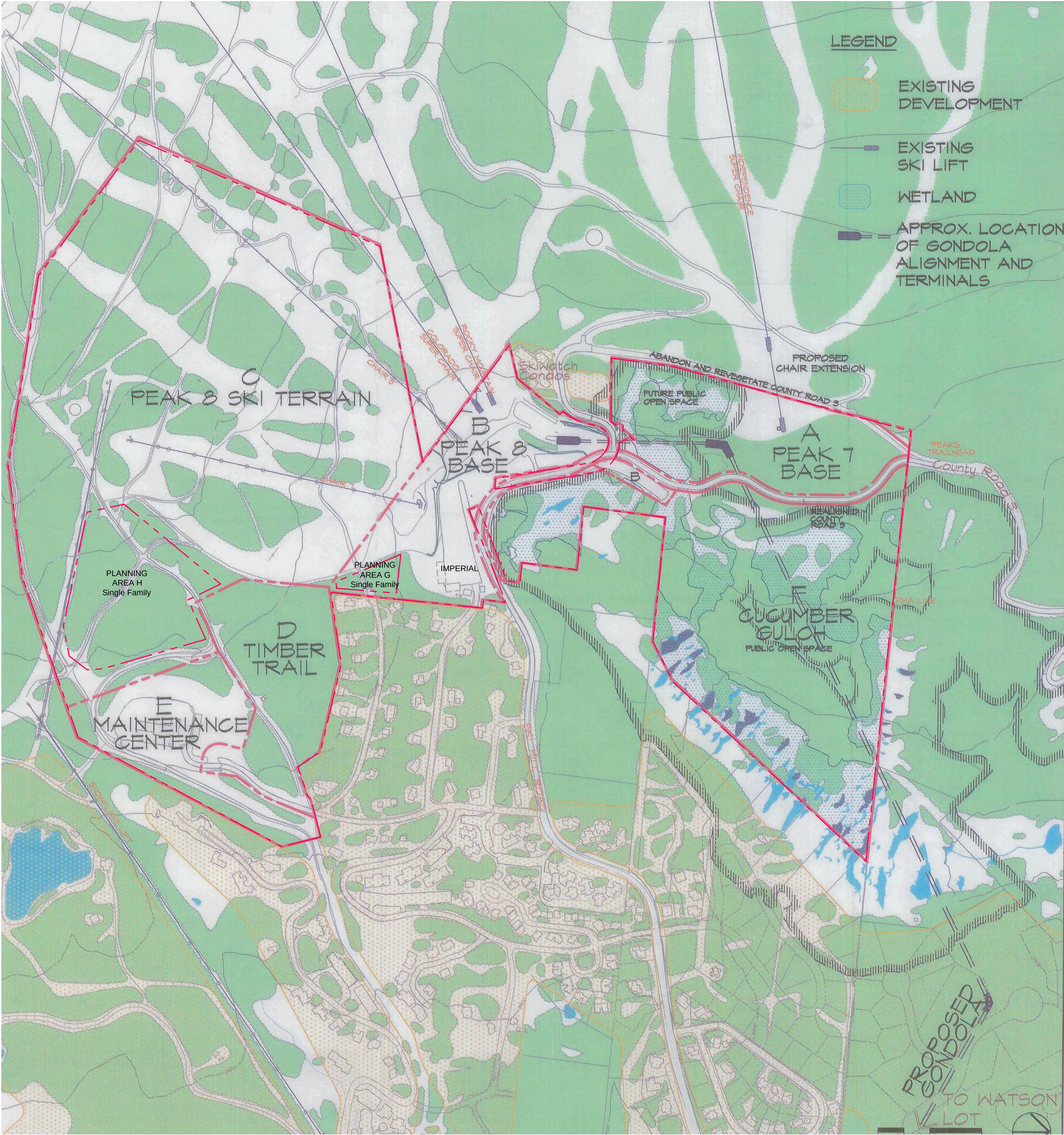
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Planning & Zoning Review	05/28/2024
SHEET TITLE:	



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

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

1) ALLOWED USES

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

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

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

2) DENSITY TRANSFERS:

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

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

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

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

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

3) COMMERCIAL:

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

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

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

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



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

AMENDMENT
NOTES

SHEET NUMBER:

SHEET 05

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4) GUEST SERVICES FACILITIES:

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

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

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

5) AMENITIES:

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

6) PARKING AND TRAFFIC REQUIREMENTS:

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

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

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

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

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

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

7) EMPLOYEE HOUSING

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

8) HEIGHTS OF BUILDINGS:

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

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

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

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

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

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

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

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

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

I. Development Plan Concept:

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

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

II. Development Plan:

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

Peak 8 Base:

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

Peak 7 Base:

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

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

Design Standards:

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

10) PLAN COMPONENTS:

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

11) VESTING:

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

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

MASTER PLAN CERTIFICATE

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

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

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

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

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

OWNER:

VAIL SUMMIT RESORTS, INC. DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____

Breckenridge Ski Resort

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

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



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

www.dtjdesign.com

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

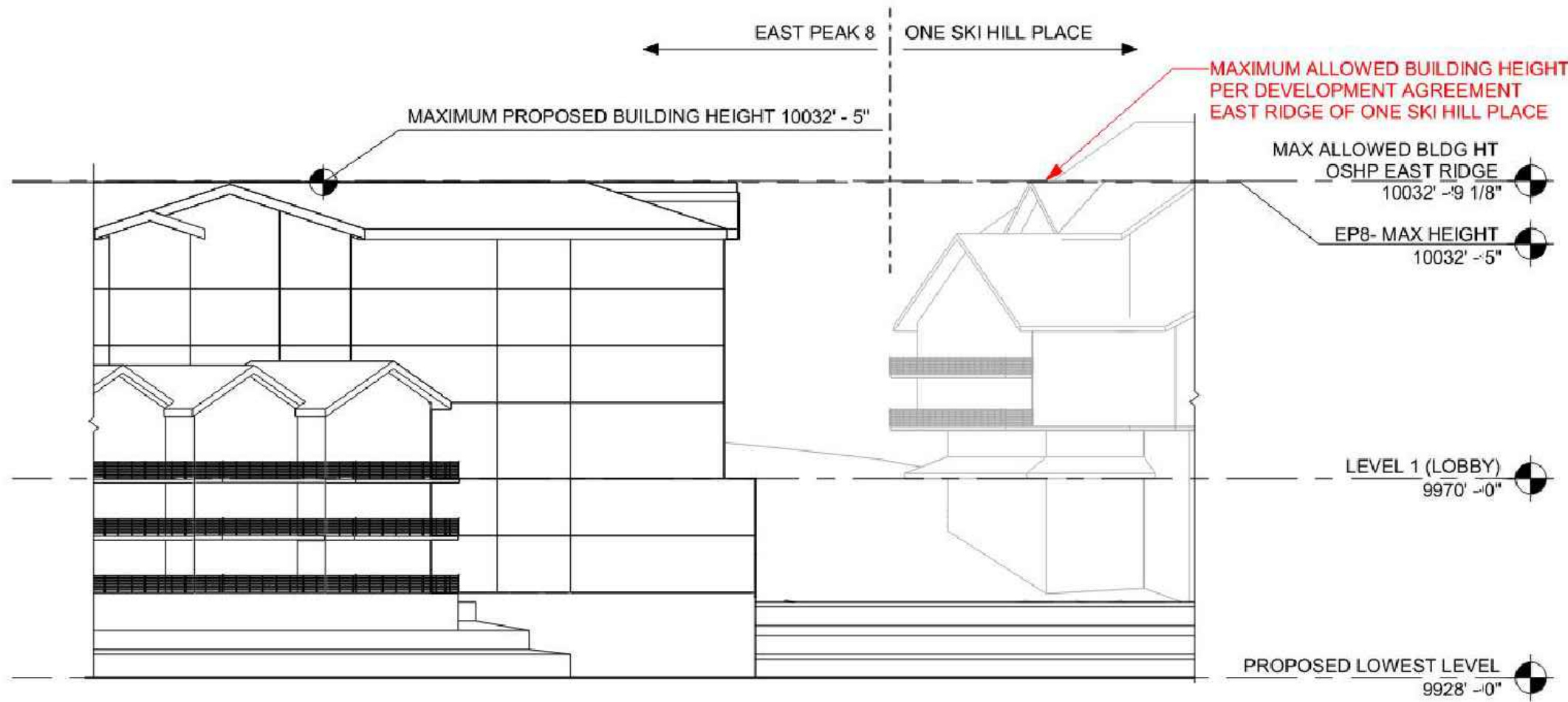
DRAWN BY:	DTJ
CHECKED BY:	BC
PROJECT NO.:	20203024.40
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	05/28/2024
Planning & Zoning Review	06/13/2024
Planning & Zoning Review	07/19/2024
SHEET TITLE:	

AMENDMENT
NOTES

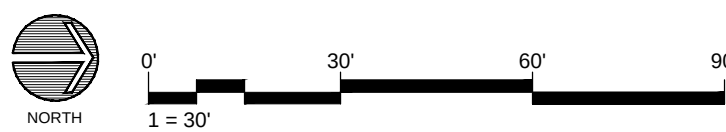
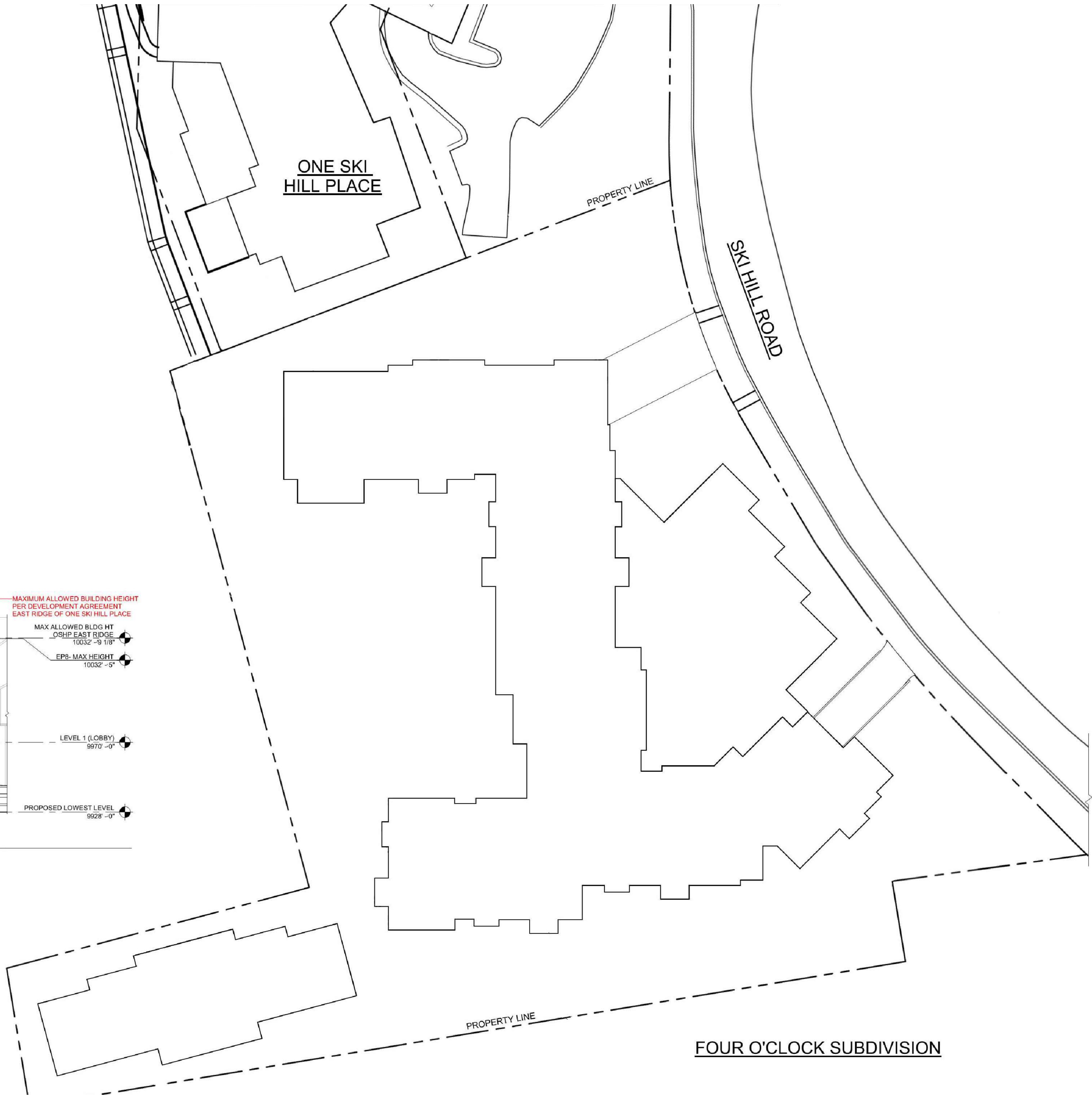
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SHEET 06

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2 HEIGHT STUDY ELEVATION
A010 SCALE: 1" = 30'-0"



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

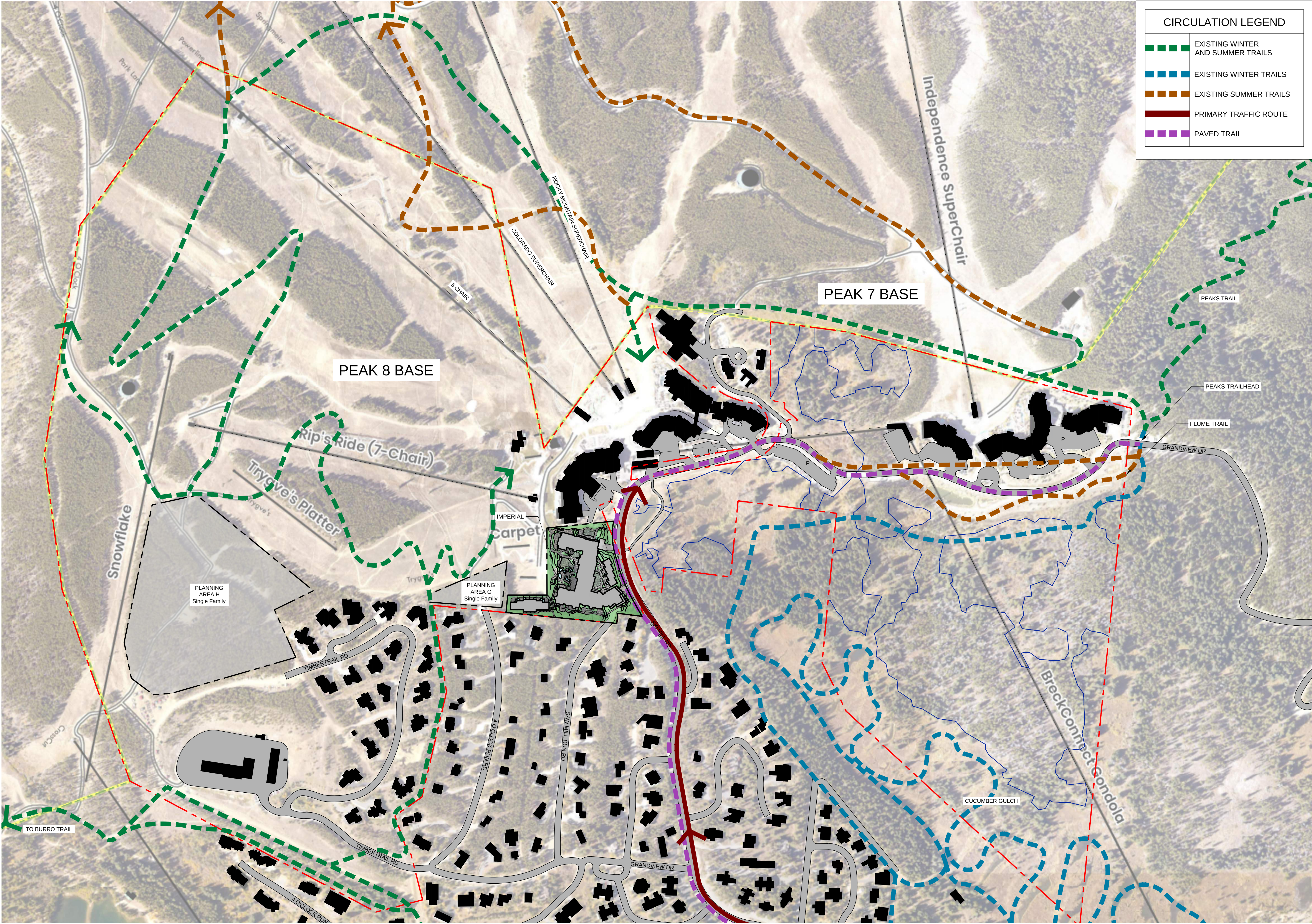
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CHECKED BY:	BC
PROJECT NO.:	20203024.40
ISSUE DATE:	04/26/2024
REVISIONS:	

Planning & Zoning Review 05/28/2024

SHEET TITLE:
BUILDING
ELEVATIONS
EXHIBIT A

SHEET NUMBER:

SHEET 07



CIRCULATION LEGEND

EXISTING WINTER AND SUMMER TRAILS

EXISTING WINTER TRAILS

EXISTING SUMMER TRAILS

PRIMARY TRAFFIC ROUTE

PAVED TRAIL

dtj

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PEAK 7 & 8

MASTER PLAN AMENDMENT

BRECKENRIDGE, CO 80424

PEAK 8 PROPERTIES

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PROJECT NO.: 20203024.40

ISSUE DATE: 04/26/2024

REVISIONS:

Planning & Zoning Review 05/28/2024

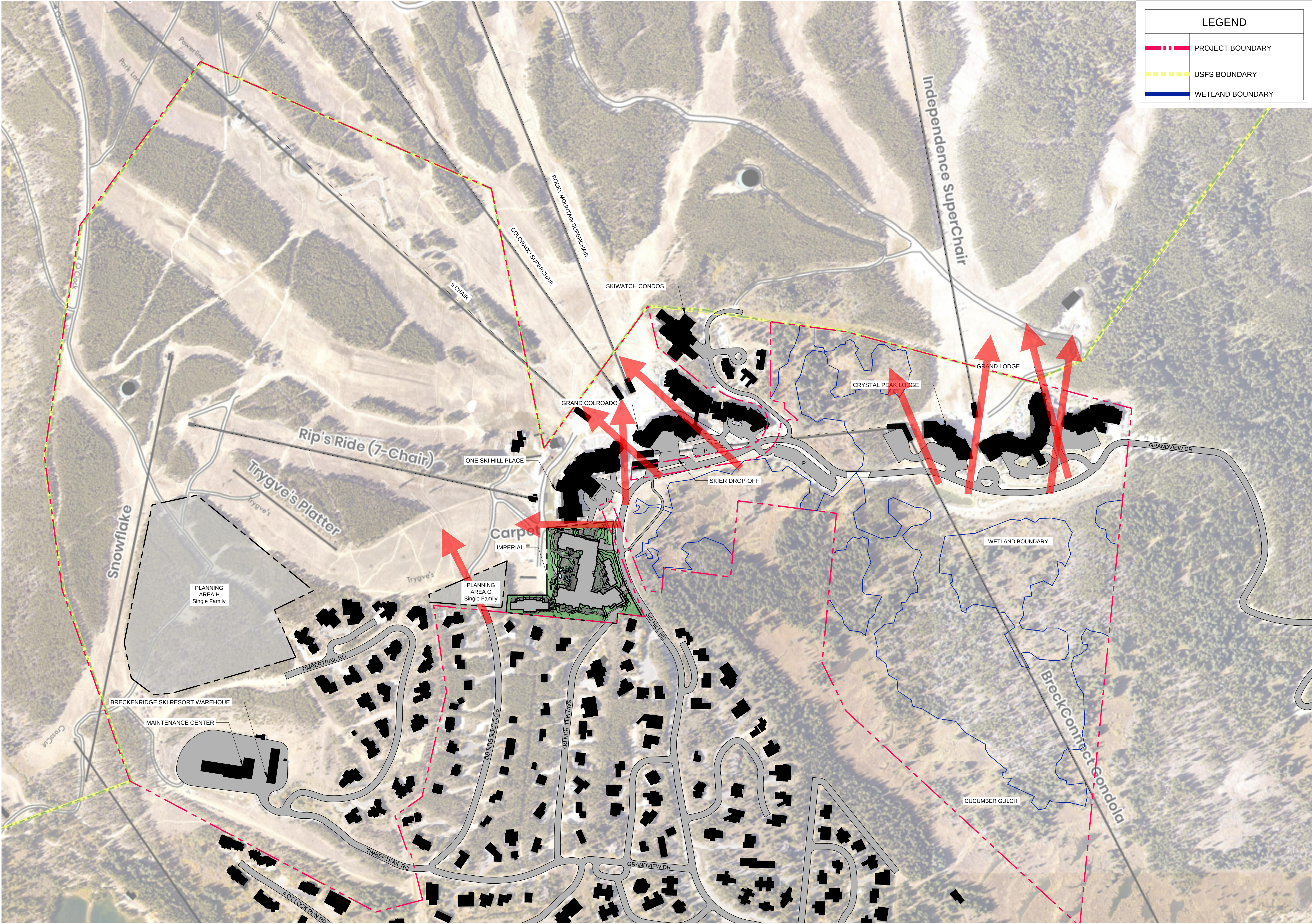
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CIRCULATION AND TRAILS

SHEET NUMBER:

SHEET 08

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Last Saved: May 24, 2024 2:19:04 PM by Zearhart
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LEGEND

PROJECT BOUNDARY

USFS BOUNDARY

WETLAND BOUNDARY

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

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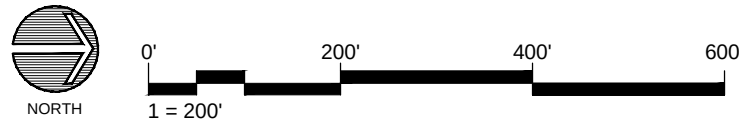
ISSUE DATE: 04/26/2024

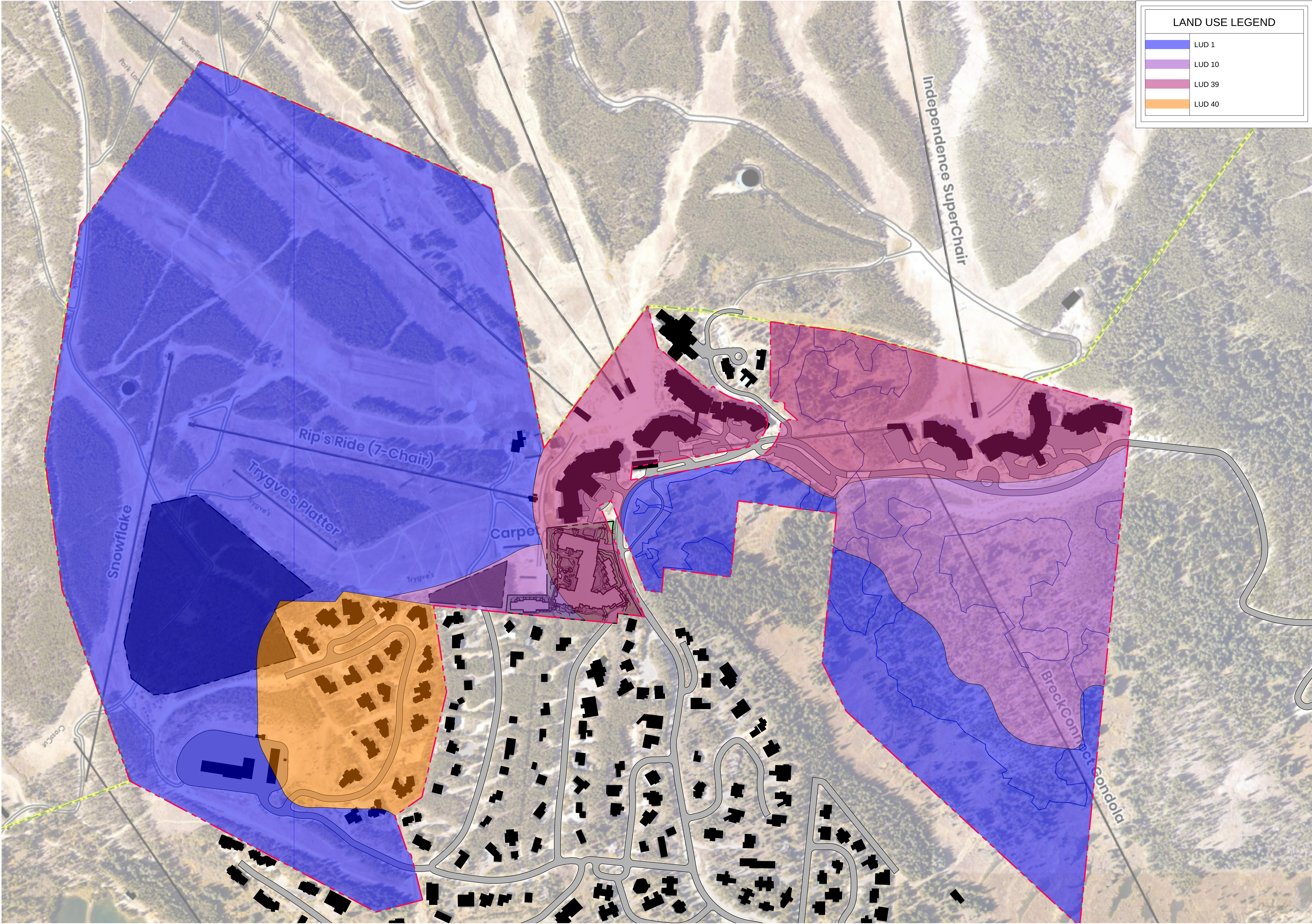
REVISIONS:
Planning & Zoning Review 05/28/2024

SHEET TITLE:
VIEW CORRIDORS

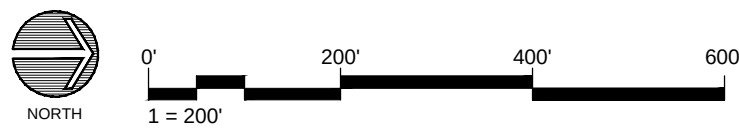
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LAND USE LEGEND	
	LUD 1
	LUD 10
	LUD 39
	LUD 40



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

DRAWN BY:	DTJ
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PROJECT NO.:	2023024.40
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	05/28/2024

SHEET TITLE:

LAND USE

SHEET NUMBER:

Sarah Crump

From: Kenneth Karger <kenkarger@yahoo.com>
Sent: Friday, September 12, 2025 10:52 AM
To: Sarah Crump; Frank Graham
Subject: Parcel 6

Warning: Unusual sender <kenkarger@yahoo.com>

You don't usually receive emails from this address.
Make sure you trust this sender before taking any actions.

Sarah,

Timbertrail has been working with Graham and BVG for a couple of months and have reached conclusive agreements on everything. BVG has negotiated in very good faith with TT and we have no reservations about the project. The bridge has been eliminated and all details are to our satisfaction.

Ken Karger
Board member of TT

Sent from my iPhone