



Planning Commission Regular Meeting

Tuesday, January 7, 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. PRELIMINARY HEARINGS (5:40PM)

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

IV. TOWN PROJECTS (6:15PM)

- A. DRIVING RANGE NETTING (EM), 200 CLUBHOUSE DR, PL-2024-0505

V. OTHER MATTERS (6:45PM)

- A. TOWN COUNCIL SUMMARY

VI. ADJOURNMENT (7:00PM)



Breckenridge South



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



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the November 19, 2024 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the December 3, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

COMBINED HEARINGS:

1. Peak 9 Inn Renovation, Trash Enclosure, and Variance Request (EM), 535 S. Park Avenue, PL-2024-0445

Ms. Muncy presented a proposal to remodel the Peak 9 Inn exterior, realign an exterior staircase, and create a new trash enclosure area. The Village at Breckenridge (VAB) HOA also requested a variance from the required setback to place the new trash enclosure area abutting the property line.

Commissioner Questions / Comments:

Ms. Gort: How does the traffic back in for loading and unloading? (Ms. Muncy: The applicant can speak to the pickup schedule. Part of this project is intended to better the circulation in the area by moving the existing paving around to allow vehicles to back off of Park Avenue instead of on Park Avenue.)

Mr. Smith: Moving the trash enclosure is a win since that is a busy area.

Ms. Propper: Can you show me which lighting will be replaced and which will not? (Ms. Muncy: The five light fixtures on the left or west side of the main pedestrian access ramp would be removed. The two fixtures that will be replaced are located at the end of the ramp. The applicant may propose a new ramp plan and additional lighting fixtures in the future.) I'm concerned that removing five lights will impact pedestrian safety. (Ms. Muncy: They are keeping other lamps and soffit lighting that provide lighting in the area.) (Mr. Guerra: Those five lights are on the upper level deck.) I'm okay with that since it's above and not below.

Mr. Giller: Where are we on the mountain scene window graphics? (Ms. Muncy: That is not a proposed change as part of this project since it relates to an individual tenant.)

Chris Juergens of VMDA Architects was present and offered to answer questions.

Jake Bevenour, Village of Breckenridge Operations Manager: Typically, the trash and recycling comes on alternating schedules in the mornings.

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

Mr. Leas: Please elaborate on the phasing.

- Mr. Juergens: The façade is scheduled for 2025, ideally starting before June or July, and the trash and stair area remodel will be in 2026.
- Mr. Truckey: The mountain graphics do not have advertising and staff determined that it was acceptable since there was no overt advertising and screens back of house operations.

Nathan Nosari, Village at Breckenridge, HOA Executive: Behind the mountain graphics decal is back-of-the-house operations for the ski shop. It's really better to have screening there rather than looking into a ski rack.

- Mr. Leas: That issue regarding window signage and art displays has not had any movement since the work session, is that correct?
- Mr. Truckey: That is correct.
- Mr. Frechter: It took me a while to figure out the enclosure, so an elevation in the submittal would have been nice.
- Ms. Gort: It's going to be nice to update the exterior and the waste consolidation is good.
- Mr. Smith: The trash relocation makes it more functional and moves toward our sustainability goals.
- Ms. Propper: The reskinning is more attractive, and I agree that consolidating the trash makes a lot of sense.
- Mr. Giller: I agree with the other Commissioner comments.
- Mr. Leas: It's always good to see an update of an existing building and we appreciate the investment.
- Mr. Guerra: The reskinning and the trash enclosure is great and the change to the staircase is also great.

Ms. Propper made a motion to approve the Peak 9 Inn Renovation, Trash Enclosure, and Variance Request, seconded by Ms. Gort. The motion was approved 7 to 0.

PRELIMINARY HEARINGS:

1. BGV Parcel 2 Workforce Housing and Parking Lot Improvements (SVC), 415 North Park Avenue; PL-2024-0422

Ms. Crump presented a Breckenridge Grand Vacations proposal to develop eight 6-bedroom employee housing apartment units on the North Gold Rush Lot, described as Parcel 2 in the approved development agreement between the Town and BGV. The proposal includes a single building with parking underneath and improvements to the existing overflow skier parking lot. The development will feature resident storage rooms, an integrated trash enclosure, shared overflow skier parking, and detention pond. The following specific questions were asked of the Commission:

1. Drainage: Does the Commission agree that one positive (+1) point is warranted for providing a visually attractive detention pond with native vegetation?
2. Structure Placement: Does the Commission agree that the structure placement as proposed meets the intention of the master plan and development agreement?
3. Landscaping: Does the Commission agree that the proposed landscaping plan and tree buffer retention meets the requirements of the concept plan found within the development agreement?
4. Point Analysis: Does the Commission agree with the preliminary point analysis as recommended by staff?
5. Additional Comments: Does the Commission have any additional questions or comments on the proposed development?

Commissioner Questions / Comments:

- Mr. Leas: What does it mean to, "seek to provide a residential feel within the parameters of that building," as written in the staff report? (Ms. Crump: That language was written into

the Master Plan, and staff interprets that to mean providing a high quality of living in the context of a modular building. This is an apartment building in a parking lot, but that is what was approved through the Development Agreement.) (Mr. Kulick: The applicants wanted to use modular construction for efficiency and the development agreement allows construction. The Council wanted some assurance that the building would look decent, and not a series of stacked modular structures. What is proposed reflects what the Council wanted to see versus something that was very obvious that it was manufactured and cobbled together.) Where is the requirement that there be 400 parking spaces in the Gondola Lot in the Development Agreement? (Ms. Crump read the relevant excerpt of the Development Agreement from Section 6.2(b).) They're increasing the amount of space for parking. (Ms. Crump: But they are losing all of the parking by developing Parcel 3 to the south and additional parking here is needed to meet the parking agreement requirements.) (Mr. Kulick: The original parking agreement between the Ski Area and Town came from 2003 and prescribed the total number of spaces. Mr. Kulick listed the other relevant parking areas affected by this overall parking agreement.) Who removes the snow from the lot? (Ms. Crump: It's my understanding that the resort has a private contractor for snow removal.) What is a push-button crossing? (Ms. Crump: An example is at Airport Road in front of Pinewood Village, where you can push a button and the crosswalk flashes.) (Mr. Kulick gave additional examples of push-button crossings.) What is the electric shuttle capacity? (Ms. Crump: It's a shuttle with capacity similar to a small bus meant to escort more than 10 people. Also, the overflow lots are only fully utilized on high-traffic days; 15 or fewer days per year.) Does the bus not get used when the lot is not used? (Ms. Crump: The applicant can specify but they have stated they desire to use it in other situations on other properties when it's not in use here.)

Mr. Giller: How would we expect someone to get out of the two dead-end portions of the lot when the lot is full? And are the accessible spots for the shuttle or the apartment? (Ms. Crump identified the different accessible parking spots for the shuttle and apartment.) What other site locations were considered for this building? (Mr. Kulick: There were a lot of proposal locations, including closer to Park Avenue and tucked into the hillside, until we got to this site, which is a much smaller building footprint. Other iterations required parking structures on the site or nearby. The goal was to have a nominally sized employee housing structure while keeping the parking numbers without having to build a parking structure, which Council thought would be a detraction for the community.)

Ms. Propper: Are the 415 spaces in addition to the ones under the building? (Ms. Crump: That number includes those spaces. Theoretically the ones beneath the building could be used for public spaces, though the likelihood of guests using those is low. There is no restricted access proposed.)

Mr. Smith: The proposed vegetation along the detention pond seems like a minimal requirement that should be required of any pond. (Mr. Kulick: It is a fairly minimal threshold to cross and that is why it only earns one positive point. Alternatives to this design could include rock or cement and this is more natural.) Is there only one storm drain inlet going into the pond? (Mr. Leas: The runoff is going to go in multiple directions.)

Ms. Gort: What about the 1.5 spaces per unit requirement? (Ms. Crump: That was part of the Master Plan. The belief is that 12 spaces for the applicants is adequate since the units may be filled by seasonal workers who come without a car and who have direct access to public transportation.) (Mr. Kulick: They are essentially building employee housing for Vail Resorts to use, though they could be leased by the National Repertory Orchestra (NRO) in the summer, which also has low car usage.) Was there any discussion making any of these parking spots an amenity area? (Ms. Crump: The Town

is open to allowing for that when it's not in use as an overflow lot.) (Mr. Kulick: That's a likely scenario whether we encourage it or not.) (Ms. Crump: Staff discussed making the development more livable and pedestrian friendly by having a buffer around the building with the applicant, but the Development Agreement waives negative points under Policy 22R Landscaping.) Are there any nearby trails? (Mr. Kulick: They could walk to a trail in about a block and a half to the north or south.) Can you talk about the hillside backdrop language? (Mr. Kulick: We've worked with our Housing Division, who reminded us that there are other buildings, such as Pinewood II, with a similar hillside provision and retaining wall designs.)

Mr. Guerra: I'll reiterate the outside livability concern. I'm also concerned about residents shortcutting to the entrance to City Market and crossing Park Avenue at a dangerous point to get to the store. (Mr. Truckey: There was discussion with the applicant during the Development Agreement process to solve that problem, though it was a much larger housing project at that time.) (Mr. Leas: The Development Agreement leaves the door open on fences and gates.)

Graham Frank, Breckenridge Grand Vacations: Everyone recognizes that looking at this as an isolated project, it is not as appealing, but it's hard to separate it from the larger project. We know it's critical to have housing for seasonal employees located proximally to the Gondola and maintain parking spaces. After going through and weighing all the factors with Town Council, the project was determined to be a solution to help the community, specifically with housing. We looked at the problem of people crossing the road and have shown videos to the Council of this issue. We do have a six-foot retaining wall that drops off towards Park Avenue that people would have to cross to get to Park Avenue which would deter crossing at that location. We would be open to adding a fence on top of that wall but that would require a variance from the Commission. We did look at adding a red light, but CDOT standards prevent it. We hope with the addition of the pedestrian crossing area and the six-foot wall, people will choose the safer place to cross the road. The experience is terrible today, so we looked at how to make it better as part of this project and we will have a bus that will be available for the site on the days this parking area is utilized. In terms of residential feel, we feel this property will be built at a comparable level to what the Town is building. We have worked with the same company on another project in Eagle County that we have found successful and believe it will be satisfactory to those living there. Vail Resorts manages the snow there currently and will continue to manage the snow through a third-party agency that trucks the snow out. We are also abandoning the northern entrance to the site that currently does not meet CDOT standards. With this project we are trying to balance meeting all of the aforementioned requirements while still meeting the Council's desire to preserve the tree buffer. We could have wider drive isles if we removed more trees, but we believe it still to be a workable design. The parking spaces under the building will be signed to the residential units and are harder to get to than the lot spaces. We are deeding three acres to the Town for open space/wetlands to the south which residents can access for recreation. We will meet the flow and inlets requirements for the detention pond. We also looked in detail to pushing the building back, but that would mean people would be living in a cave for the winter.

Mr. Frechter: Are the storage lockers going to be set up as ski lockers? (Mr. Frank: Yes.)

Mr. Smith: Is it going to be paid parking? (Mr. Frank: Not for the residents, but yes for everyone else.)

Ms. Propper: I assume the residents will have a parking exemption? (Mr. Frank: They will have their hang tags for their assigned spots and then there will be a kiosk for everyone else.)

Mr. Leas: The modular projects in Edwards look better than Breckenridge's Justice Center project. However, looking at that project I'm concerned by the appearance of this project. Are we going to lose about 50 trees to accommodate parking? (Ms. Crump: There are 68 existing trees proposed for removal across the whole lot.) What is a large block retaining wall? (Mr. Frank: It's a ready-rock product that has a natural façade.)

It's a stamped block product that is stamped to emulate a rock wall. Also, there are about 30 trees in that specific area.) I noticed that the six-bedroom dorm model has one egress door that swings into the units. Are you concerned about egress and safety?

Bill Campie, DTJ Design: We're not concerned about safety in that it meets building code. This was a pretty specific conversation with Council about livability, for example providing a bathroom for each unit even though it's a dorm style building.

Mr. Guerra: On the drainage, I'm seeing a lot of surface water moving toward the Parkway Center. Does the Parkway Center have the ability to take that water? (Mr. Campie: This is going to be brought up to a new standard of Engineering code than what exists on the lot today and will improve the existing drainage.)

Mr. Guerra opened the hearing to public comment.

Del Nordstrom: I'm curious about the total number of units and the occupancy per unit? (Ms. Crump: It's eight units total and each unit will have six bedrooms with their own baths, so it's 48 total occupancy overall.) Mr. Nordstrom: What is the timeline for construction? (Mr. Frank: We anticipate starting site work next summer and coming back the following year to finish that work.)

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

Response to Commissioner Questions:

Mr. Leas:

1. Drainage: Yes
2. Structure Placement: Yes
3. Landscaping: Yes
4. Point Analysis: I do not agree with the two points being granted for the shared curb cut and the parking, both of which are existing conditions. (Ms. Crump: The proposal is a change to the existing conditions and becomes a shared situation.) I disagree with staff's analysis.
5. Additional Comments: The architecture fails to meet the requirement to provide a "residential feel", and I believe the applicant can do better.

Mr. Giller:

1. Drainage: This is a low bar to meet to achieve this point.
2. Structure Placement: Barely yes, with the caveat that the dead-end parking configuration doesn't work, and the main circulation goes right by the trash enclosure, which opens right into the route of travel. There are very few pedestrian routes.
3. Landscaping: Other than the Park Avenue Right-of-way, there's virtually no landscaping elsewhere in the project. It does not align with the concept of the plan.
4. Point Analysis: The landscape architect should soften the building within the parking lot and so I don't agree with the point analysis.

Ms. Crump: It is not possible to give the project negative points under landscaping since Policy 22 was waived by the development agreement.

Ms. Propper:

1. Drainage: Yes
2. Structure Placement: I much prefer having the building moved away from the hill. I would support adding balconies on the east side to provide for the residents.

3. Landscaping: There's nothing in front of the building other than parking spaces. Some shrubbery or something would soften the appearance of the building.
4. Point Analysis: I'm stuck on the analysis because of the Development Agreement. I would prefer to say no based on the landscaping issue.

Mr. Smith:

1. Drainage: This seems like a play to get an easy positive point. If the whole site was being drained to the detention pond, that would be one thing, but its not.
2. Structure Placement: Given the slope of the hillside, it provides proper screening even removed from the hillside.
3. Landscaping: It would be nice to have a bit around the structure to soften it.
4. Point Analysis: I struggle with the drainage and the shared parking as far as awarding points for those.

Ms. Gort:

1. Drainage: Why are we doing a point for this? (Mr. Kulick: It is planted and vegetated which has been the threshold. We have pretty ample precedent for that one-point allocation.) Ms. Gort: I'd like to see more detail on the walls.
2. Structure Placement: The proposal seems to match historic buffering.
3. Landscaping: Having landscaping around the building counts toward that tree buffer.
4. Point Analysis: I don't agree. The parking is not technically being shared by both.
5. Additional Comments: We need to have more of a residential feel. The balcony is a great idea, or converting the parking spots into something in the summertime.

Mr. Frechter:

1. Drainage: I agree with the point. I'm glad to give a point to something to avoid rock-filled ponds like those in the Wellington neighborhood.
2. Structure Placement: Yes.
3. and 4. Landscaping and Point Analysis: Yes, because we're tied by the Development Agreement. Council enters into Development Agreements without Planning Commission's input and I think they're missing a good opportunity for Vail Resorts and the Town to put a lot more housing here. The Town Council says they want our input and they like our expertise, but this wasn't referred to us before they finalized the Development Agreement.
5. Additional Comments: I saw there is some storage underneath, but you should at least plan for 48 bicycles (Ms. Propper: Especially if the NRO is going to be using it.) and add a space for the bikeshare program in addition to the other bikes. Add EV chargers. I would like to see balconies on the west side. With the traffic circle coming in, we should suggest to City Market and CDOT that the south entrance/exit onto Park Avenue from the Parkway Center should become a right turn only since vehicles could use the French Street roundabout to turn left.

Mr. Guerra:

1. Drainage: Yes. We approved the same thing on Parcel 1, which is a precedent. There's a big rock-filled detention area near my house, as well, so I am glad to see this one vegetated.
2. Structure Placement: Yes.
3. Landscaping: I agree with my fellow Commissioners to suggest more landscaping around the building.
4. Point Analysis: Yes.
5. Additional Comments: This building is very harsh, in a sea of asphalt, and is not very livable. An important aspect of architecture is to make the residents feel good about where they live. That is a really important thing. I don't think this meets it. It's a sore thumb in the middle of a parking lot. Last year, there was an article in the paper about how J-1 Visa employees are treated poorly by

Vail Resorts. They cut their hours, they made their living situation here in the Town in my opinion deplorable. And now we're giving them deplorable housing, the whole thing in my opinion. I'd like to see the whole floor plan changed, I'd like to the outside become more livable, I'd like to see landscaping around it, I'd like to see some space for these people to feel good about where they live. I'm going to push that one hard because I do think it is deployable.

Mr. Frank: For clarification, I think it's a relevant comment. When you talk about livability of floor plans, we've looked at exercises for different layouts, such as studio type layouts, versus these contiguous, more pod like, dorm-style. The utilization of space, single-unit living; are those the types of things that would speak to and alleviate your concern?

Mr. Guerra: The layout of the dorm style is shoving a lot of young people who don't know any better into the space. I suggest that you look at it with a little bit of heart for the people that are going to be living there. The exterior looks like a commercial building, with no appeal to hang out or to feel at home, like many of my fellow Commissioners stated. It has no landscaping and it has a sea of asphalt. And I understand the main use is in the winter for J-1 Visa employees and people aren't really hanging outside. But there are times when it is nice. Giving people a space to gather and get away other than these dorms. I think it's important to making these residents feel good and welcome in our community. I can see the parking spaces converting in the summertime, but I'd look at it for the wintertime too and look into some trees and some balconies. It's not as bad as the Boulder dorms, but bad for our Town. And they live right across the street from these beautifully landscaped duplexes. When I looked at the site plan, I was just really sad.

Mr. Leas: To further what Mr. Guerra is trying to say, a box is a box is a box. You can take a box and decorate it like a warehouse, or you can make it look special. Were I an investor in your duplex units, I would be concerned about the marketability of the neighboring duplexes when placed next to something that looks like this. Mr. Guerra is speaking about the interior, and I am speaking about the exterior of the structure. Your Edwards housing project is not appropriate for Breckenridge.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:58 pm.

Ethan Guerra, Chair

Planning Commission Staff Report

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

Proposal: Construct a mixed-use hotel, condominium, townhome, and commercial development at the base of Peak 8, “The Imperial Hotel & Private Residences.” The project will consist of 36 hotel units, 58 condominium units with 75 lock-offs (22 whole ownership with 21 lock-offs and 36 fractional ownership with 54 lock-offs), and 9 townhome units. The project will include guest amenities and commercial areas: resort guest services, market, restaurant, bar, commercial kitchen, pools and spas, arcade, theaters, etc. Space is also allocated to provide administrative offices for Vail Summit Resorts, Inc. (VSRI) and program area for the Breckenridge Outdoor Education Center (BOEC). Parking will be located in an underground garage. The project also includes required drainage improvements and infrastructure to maintain water quality within the Cucumber Gulch Preserve and Preventative Management Area (PMA).

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

Date: January 2, 2025 (For meeting of January 7, 2025)

Project Planner: Sarah Crump, AICP, Planner III

Owner: LC Breckenridge Holdco, LLC

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

Architect: Bill Campie, Principal, DTJ Designs

Address: 1599 Ski Hill Road

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

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

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

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

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

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

Adjacent Uses:

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

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

TDRs: 74.2 Additional SFEs were transferred from the Gondola Lot Master Plan to Planning Area B on Peak 8 Base in 2024 per the development agreement and master plan amendment; these SFEs may be applied to any use.

Density Allowed:

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

Density Proposed:

Townhomes	21.58 SFEs
Hotel	11.63 SFEs
Condominiums	99.33 SFEs
Commercial	17.00 SFEs
Amenities overage	1.26 SFEs*
Guest services	2.98 SFEs
Common/Support/Circulation	65.04 SFEs
Total	218.82 SFEs

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

Amenities Required:
(1/35 of proposed residential density): 4,851 sq. ft.
Proposed Amenities: *30,621 sq. ft. (631% above required [600% allowed without a density allocation]); additional 31% amenities or 1.26 SFEs counted toward proposed density in table above).

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

Height:	Per LUD 39 and Master Plan:	62'-0" (Five stories)
	Proposed Height:	72'-11" (-10 points)
Lot Coverage:	Building / non-Permeable:	71,879 sq. ft. (39.5% of site)
	Hard Surface / non-Permeable:	53,720 sq. ft. (29.5% of site)
	Open Space / Permeable Area:	56,326 sq. ft. (31% of site)
Parking:	Residential (per master plan)	141 spaces
	Commercial/guest services (per master plan)	0 spaces
	Spa (per master plan)	9 spaces
	Vail Resorts (per agreement)	35 spaces
	BOEC (per agreement)	6 spaces (ADA accessible)
	Total required:	191 spaces
	Total on-site proposed:	246 spaces (55 spaces extra)

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

Setbacks (perimeter):

Relative Residential:	Front:	15 ft.
	Side:	5 ft.
	Rear:	15 ft.

Proposed:

Front:	16 ft.
Side (West):	13.5 ft.
Side (East):	5 ft.
Rear:	17 ft.

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

Item History

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

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

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

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

Staff Comments

Staff has reviewed the project proposal against the development agreement, current master plan, and applicable policies of the development code in anticipation of this preliminary hearing and provides the below analysis.

Land Use (Policies 2/A & 2/R): Residential and lodging uses are recommended. The proposed hotel and condominium uses and associated amenities, commercial (restaurant, pools, spa, ski lockers, retail) and guest services (BOEC, Vail Resorts Admin) uses are allowed under the Land Use Guidelines for District 39 and the Peaks 7 and 8 Master Plan. The east side of the project is adjacent to existing single-family residences that are located in Land Use District 10. Considerations for a greater setback distance on the east side and retaining the existing tree buffer in this area were made to provide separation between these uses.

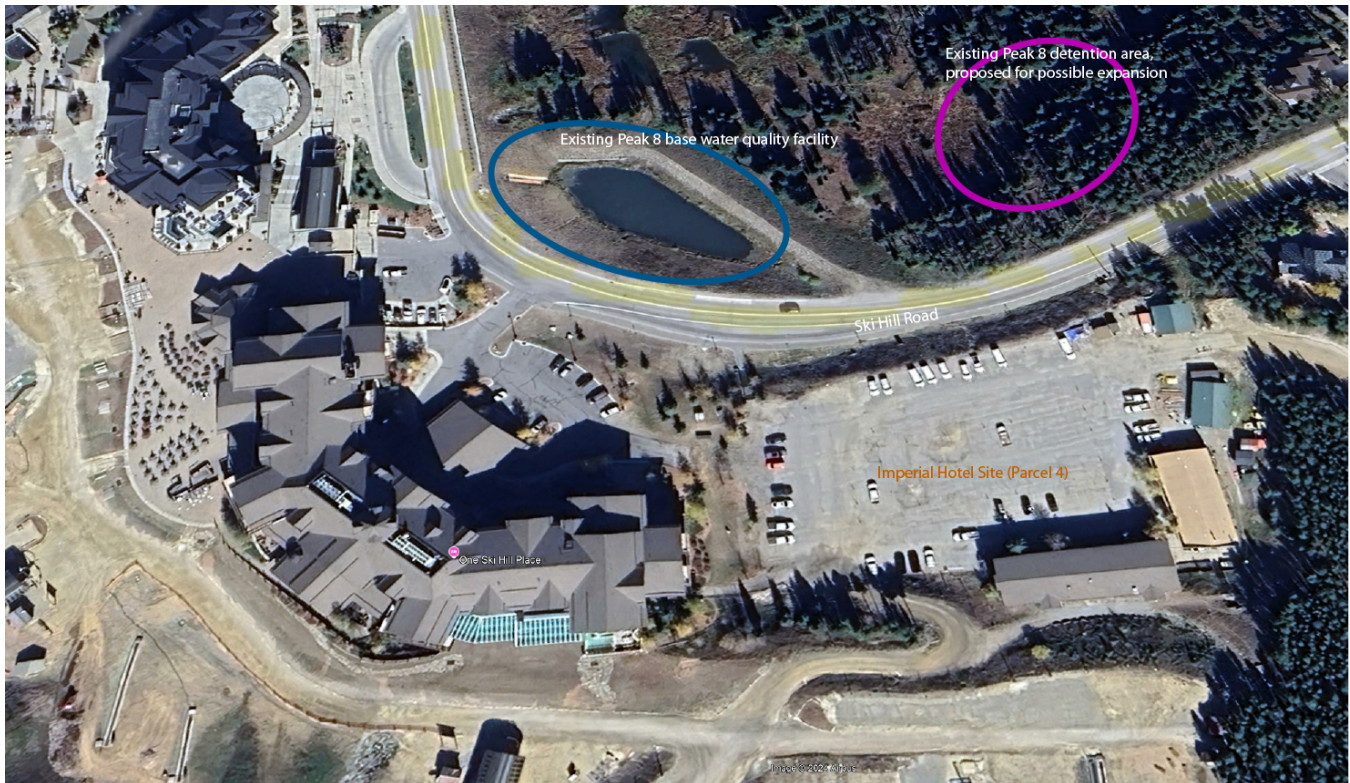
This project will be adjacent to the Cucumber Gulch Preserve (“Preserve”). The Preserve is highly valued by the Town and citizens due to its valuable wetland complex and associated wildlife biodiversity. The Preserve has been identified as an Aquatic Resource of National Importance (ARNI) by the U.S. Environmental Protection Agency because the area contains rare peat-forming, groundwater-fed fen wetlands, as well as surface-water fed wetlands that support a rich biodiversity of animals, birds and plants. The Cucumber Gulch Overlay Protection District was established with a Town ordinance in 2000 for the purpose of protecting and improving the biodiversity, aesthetics, and the sensitive natural resources within Cucumber Gulch. The Town and its citizens have committed significant resources to acquiring, protecting, and appropriately managing this sensitive wetland ecosystem.

The ordinance required the Town to abide by the following:

- Establish a Preventive Maintenance Area (PMA) around the important resources of the area, including wetlands, endangered wildlife habitat, and wildlife corridors.
- Have scientific studies conducted to identify resources of concern in the area.
- Prohibit certain potentially harmful activities within the PMA until the ordinance can be revised based on the studies.
- Require that development meets certain standards.
- Provide that Best Management Practices be applied through restrictive covenants to new development within or adjacent to the district.
- Require new roads have wildlife passageways if constructed within the district but outside the PMA.
- Provide that a recreation plan for the area be adopted by the Town in conjunction with other agencies, based on the result of scientific studies.
- Allow for relief from the ordinance under certain circumstances.

Water quality and detention facilities were always contemplated in the PMA for Peak 7 and 8 developments and were identified in the 2003 Master Plan and in the Peak 7 and 8 Subdivision by placing an easement over the area

(Reception #730218). Both the master plan and subdivision were approved after the adoption of the PMA in 2000. There is an existing water quality detention facility on Town owned Tract A Peaks 7 and 8 Perimeter Subdivision, adjacent to the Peak 8 base area. This water quality facility was previously sized to accommodate any new development on Parcel 4. There are two other existing water quality detention facilities, also on Tract A, adjacent to the Peak 7 base area. All previous water quality facilities installed on Tract A received PMA variances.



Existing Peak 8 base water quality facility and detention pond. See Civil drawings page C-106 for more details.

This application proposes the following: possible expansion of the existing Tract A Peak 8 base detention area, construction of a new groundwater discharge outlet, and two new discharge points associated with the off-site mountain runoff. The detention area is for “clean runoff” such as runoff from the ski slope or groundwater capture from beneath the built structure. The water quality facility pond is a catchment for runoff from parking facilities, driveways, and the building rooftop that may need additional water quality measures. These proposals require a variance from the PMA regulations as described below.

The Cucumber Gulch Overlay Protection District is an amendment to the Land Use Guidelines. The ordinance also identifies a relief procedure (“variance”) in situations where there is no practical alternative, and when the actions will not result in significant degradation to natural or wildlife features of Cucumber Gulch. (Note: Only relevant sections of this ordinance are shown in this report.)

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

- C. Placement of material such as soil or gravel.*
- D. Removal or excavation of material such as soil, gravel or vegetation.*
- K. Construction of any water quality facility, including, but not limited to detention ponds and monitoring stations, unless located on non-wetland areas of the PMA as approved by the Town. Town approval shall*

involve the consideration of an analysis of the least environmentally damaging practicable alternative, including alternative sites outside the PMA. Approval by applicable regulatory agencies must be obtained.

11. Development Standards: Development within the District shall be subject to the following standards:

B. Modifications to the hydrology shall not result in detrimental effects to the resources of the District.

C. Where vegetation is proposed to be disturbed, the applicant shall submit a plan to restore such areas in a manner that provides similar biological functions, based on percent cover and type of species. Revegetation shall consist of native plants that are found in the vicinity.

F. Construction activities shall employ effective methods to minimize soil erosion and resulting sedimentation, including silt fences, temporary re-vegetation of long-term construction sites, avoidance of slopes greater than 30%, and management of storm water run-off, and other methods.

Following is the variance language from Ordinance 9, Series 2000, which adopted the PMA regulations:

14. Relief Procedures.

*A. The Planning Commission or Town Council may grant a variance, exception or waiver of any requirement of these Regulations (collectively, "variance") upon a written request by a developer or owner of property subject to these Regulations. A variance shall be granted only upon finding that (a) a strict application of these Regulations would, when regarded as a whole, result in compensable taking of the property; or (b) **the purposes of these Regulations will be adequately served by an alternative proposal or requirement (including any required mitigation, which shall be within the District), and (i) the granting of the variance will not result in a substantial degradation of the natural and wildlife features of Cucumber Gulch, and (ii) there is no other practical alternative.** No variance by itself or in combination with other variances shall have the effect of nullifying the intent and purpose of these Regulations. Section 9-1-11 of the Breckenridge Development Code is not applicable to the granting of a variance under these Regulations. (Emphasis added.)*

The applicants are proposing the following mitigation efforts associated with this proposal:

- Runoff from the project and off-site mountain run-off from above the project will be captured in a series of drainage inlets and routed to an enlarged existing subdivision detention area or water quality facility across from One Ski Hill Place and the project. Each inlet will have a sediment catching sump to remove heavier material.
- All disturbed areas will be top-soiled, seeded with a native seed mix suitable for Town of Breckenridge standards including any permissible fertilizer, or soil conditioners to ensure growth.
- During construction, silt fencing, sediment traps, and temporary mulch cover shall be employed. Other measures will be added at the direction of the applicant's engineer or the Town Community Development and Engineering Departments.

As this proposal is within the PMA and up-stream of wetlands containing principal water bodies (active beaver ponds), the goal of this proposal is to obtain a variance to add the aforementioned water quality and drainage improvements and improve the existing site drainage and infrastructure to the wetlands utilizing the development standards and best management practices provided for in Sections 11 and 12 of the PMA regulations. The applicant will also provide a final hydrogeological report, mitigation plan, and stormwater management plan as conditions of approval for this project.

The granting of a variance from the prohibitions of Section 8.4 will in no way relieve the applicant from complying with all the development standards and best management practices provided for in Sections 11 and 12 of the PMA regulations. In addition, a Declaration of Restrictive Covenants for Boreal Toad Protection was

recorded on June 17, 1999 at Reception No. 598534 and contains restrictions similar to, but not as broad as the development standards and best management practices which the applicant must comply with.

Staff believes that the proposal meets the criteria (A) of the Relief Procedures section. The Town Engineer has agreed that the proposed plan is the most appropriate course of action for the protection of the wetlands in the upper Cucumber Gulch. Also, under subsection (i) *the granting of the variance will not result in substantial degradation of the natural and wildlife features and the granting of the variance will not nullify the intent and purpose of the Cucumber Gulch regulation.*

Does the Commission agree that a variance to the regulations of the PMA according to the outlined project specifications above should be granted?

Density (3/A & 3/R): An additional 74.2 SFEs were transferred from the Gondola Lot Master Plan to Planning Area B on Peak 8 Base in 2024 per the development agreement and subsequent master plan amendment; these additional SFEs may be applied to any use. The total number of remaining developable SFEs at Planning Area B on the Peak 8 Base is now 220 SFEs. Per the development agreement Section 8.2 (a), the underground parking area square footage does not count as density.

Density Allowed:

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

Density Proposed:

Townhomes	21.58 SFEs	34,523 sq. ft.
Hotel	11.63 SFEs	16,050 sq. ft.
Condominiums	99.33 SFEs	119,201 sq. ft.
Commercial	17.00 SFEs	16,997 sq. ft.
Amenities coverage	1.26 SFEs	1,515 sq. ft.
Guest services	2.98 SFEs	2,984 sq. ft.
<u>Common/Support/Circulation</u>	<u>65.04 SFEs</u>	<u>78,046 sq. ft.</u>
Total	218.82 SFEs	269,316 sq. ft.

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

Calculating 1/35 of the proposed residential density to determine the amount of required amenity space results in 4,851 sq. ft. of amenities required and up to 30,621 sq. ft of amenities allowed that are not counted against allowed density. The applicant proposes 32,136 sq. ft. of amenities which is 631 percent above the required amount. The additional 31 percent amenities or 1.26 SFEs is therefore counted as proposed density in the table above.

With the elimination of Policy 4: Mass in 2023, there was uncertainty concerning how to calculate the SFEs to be used for areas of the mixed-use development which serve many different uses of various SFE conversion rates. Previously, mass square footage allowances for areas such as hallways, circulation, support, amenities, and common areas, etc. would have been determined as a percentage of the allowed density. Staff and the applicant

agreed upon a conversion rate of 1,200 sq. ft./SFE which would apply to these general circulation, common and support areas, as well as any excess amenity square footage, to determine the equivalent number of SFEs expended. This conversion rate was used because residential condominium uses, converted at 1,200 sq. ft./SFE, make up a majority of the residential square footage. The 1,200 sq. ft./SFE conversion rate also lies between the rates of 1,600 sq. ft./SFE for townhomes and 1000 sq. ft./SFE for commercial areas. It is therefore the logical conversion rate for the common and circulation areas shared among uses of various conversion rates.

The proposed density of 218.82 SFEs or 269,316 sq. ft. complies with the master plan and development agreement. Including the underground parking and exempted amenity areas, the gross square footage of the building will be 408,966 sq. ft. Staff has no concerns.

Architectural Compatibility (Policy 5/A & 5/R): Staff finds the proposed architectural design and exterior materials conform to the master plan's "transitional mountain style (between rustic and contemporary)" requirement. This finding is based on the proposed materials, building form, and glazing. The proposed materials include natural wood siding, heavy timber support beams, and stone veneer, which have a rustic appearance when paired with the proposed metal accent siding, standing seam metal roofs, and accenting corrugated metal roofs. The shallow gable eaves on both the main building and townhomes are reminiscent of mid-century ski chalets and add more contemporary elements. The chimney proposed also adds a contemporary flair with its consistent proportion and standing seam metal gabled cap. Together, these rustic materials and contemporary design features balance the architectural design and the overall architectural style can be considered "transitional mountain style." The proposed wood siding is to have natural stains and the building will be comprised of a palette of tans, browns, and greys, in keeping with neighboring buildings on Peak 8. Staff has requested that additional information regarding the material palette and color board be provided at a subsequent hearing.

The building massing is broken up through both material choice and building design. The townhome components are separate structures located off the front and rear of the main building. Natural stone veneer placed strategically on the lower three levels and at the building corners provide a visual base and grounding for the structure. The lighter, natural stained wood siding materials provide a vertical balance as the eye naturally travels up the structure. The front of the building facing Ski Hill Road (north elevation) has several roof forms including shallow gables of different widths, steeper pitched gables above the townhomes, a shed roof overhanging above the vehicle entrance, and a mansard roof over the north corner with shallow gable roof extensions. The rear of the structure which faces the ski resort (south elevation) is divided into three large sections, each capped by a shallow gable with smaller gabled sections between. The various roof forms on both the north and south elevations provide breaks in form and visual interest across the large structure.

The roof design of the widest gables incorporates deep roof overhangs into a variety of eaves. The largest glazing areas are covered with heavy timber accented roof overhangs to shade the interior and reduce glare. The design features a variety of mullion patterns and integrates solid panels between windows to reduce the appearance and area of glazing. Staff has requested more information regarding the material board, specifically, for material colors, railing designs, and stone veneer but has no concerns regarding the proposed architectural design as shown with the available information.

Does the Commission agree that the architectural design as proposed meets the "transitional mountain style (between rustic and contemporary)" intent of the master plan?

Building Height (6/A & 6/R): As specified in the master plan, and per Land Use District 39, building heights are recommended at 5-stories. Per the development code, the first two stories are counted as 13-feet tall each and subsequent stories are counted at 12-feet tall each. Hence, a 5-story multi-family building will have a height of 62 feet, measured from the mean (mid-point between ridge and eave) of the roof to the finished grade below. In addition, the relative portion of this policy allows this height to be exceeded with the assignment of negative points:

(2) Outside The Historic District:

a. For all structures except single-family and duplex units outside the historic district: Negative points under this subsection shall be assessed based upon a project's relative compliance with the building height recommendations contained in the land use guidelines, as follows:

<i>-10 points</i>	<i>Buildings that are more than one-half ($1/2$) story over the land use guidelines recommendation, but are no more than one story over the land use guidelines recommendation.</i>
<i>1 x (- 1/+1)</i>	<i>1. It is encouraged that buildings incorporate the uppermost story density into the roof of the structure, where no additional height impacts are created.</i>
<i>1 x (-1/+1)</i>	<i>2. Buildings are encouraged to provide broken, interesting roof forms that step down at the edges. Long, unbroken ridgelines, fifty feet (50') or longer, are discouraged.</i>

The finished grade, as described in the Master Plan, is to be agreed upon by planning staff and the applicant since the Peak 8 base, including the existing administration building, parking lots, and driveways were placed into the natural hillside years ago destroying the natural slope with new cut and fill. The applicant has provided proposed finished grade elevation drawings to establish building height. The Planning Commission supported this methodology during the Peak 7 and 8 Master Plan amendment process.

Once finished grade is established building height can be measured the same way as described in the development code. The height of a building as measured from any point from within a building's foundation or around a building's foundation perimeter to a point directly below. In the case of multi-family buildings (including this building), measurement is taken from points around the outside edge of the building's perimeter to proposed grade and from within the building's foundation perimeter to the established finished grade.

The height of the tallest portion of this building is 72'11", measured from the mean to the finished grade below. This exceeds the building height recommended in the land use guidelines by more than one-half ($1/2$) story but less than one story. This warrants negative ten (-10) points under Policy 6/R Building Height.

As noted above, negative points may be assigned to buildings that have unbroken ridgelines exceeding 50'. At its longest point, the project has an unbroken ridgeline of 131', this warrants negative one (-1) point. Additionally, points may be awarded to buildings that show broken, interesting roof forms that step down at the edges and for providing density in the roof forms. Staff does not recommend awarding negative or positive points for this design for placing density into the roof forms. Also, staff does not support awarding the project positive or negative points for the building forms stepping down at the edges as an increased site buffer distance, rather than a step down, was considered more important during the development agreement process.

The development code has the following limitations for chimneys and focal elements on multi-unit structures, *"For Nonresidential Structures And Multi- Family Structures: Elevator shaft extensions, chimneys, and focal elements such as church steeples, spires, clock towers or similar structures that have no density or mass (in no instance shall any of these structures extend over 10 feet above the specified maximum height limit), or the first five feet (5') of height within the first floor common area lobbies in multifamily structures."* The proposed chimney measures 7'11" above the roofline. Staff has no concerns.

As noted in the master plan, Building Height Section 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."* As

proposed, the Imperial will reach 164' 5" or 10,032.42' USGS and is four inches beneath the east cross gable height of One Ski Hill Place which is 164' 9" or 10,032.75' USGS. Staff believes the proposed height of the building adheres to the development agreement, master plan, development code and land use guidelines.

Site and Environmental Design (7/R): Due to the existing site disturbance, which was previously excavated and benched for the construction of Ski Hill Road and the existing administrative building, no additional negative points are warranted for construction of this project under Policy 7. The existing benched site will require a series of significant retaining walls, specifically on the rear ski-slope adjacent portion of the site. The retaining walls are to be constructed with natural stone veneer or concrete stamped to appear as natural stacked stone. The retaining wall section of Policy 7 was explicitly discussed in Section 8.2(c) of the development agreement and the potential for negative point assignments for retaining walls was waived by the agreement.

The project will maintain a significant buffer from the neighboring Four O'Clock Subdivision to the east. During development agreement work sessions, Town Council agreed that it was more important for the east side of the main structure to have a greater setback and buffer from the Four O'Clock Subdivision rather than for the building to step down in this location. Conceptual designs were provided to the Town Council during these work sessions and language was added to the amended master plan to state this distinction. The amended master plan states, *"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."* Staff believes the proposed structure sufficiently meets the intent of the master plan buffer language and is compliant with the proposed conceptual designs.



Building perspective of the east elevation looking southwest.

Placement of Structures (9/A & 9/R): Relative residential perimeter setbacks are as follows: front 15 ft., side 5ft., and rear 15 ft. The project proposes front 16 ft., west side 13.5 ft., east side 5 ft., and rear 17 ft. setbacks. The proposal meets or exceeds all required relative residential perimeter setbacks. Staff has no concerns.

Snow Removal and Storage (13/R): A total of 23,492 sq. ft. of hard surface area is proposed which will require snow plowing or hand shoveling. This requires a snow storage area of 25 percent or 5,873 sq. ft. The applicant is proposing 6,820 sq. ft. for snow storage area, exceeding the requirement. Staff has no concerns. In addition to areas to be plowed or shoveled, the applicant is proposing 13,200 sq. ft. of heated paving. Some of this heated paving area is eligible for exemption from REMP and exemption from negative points under Policy 33/R and is discussed under Policy 33/R below in more detail.

Refuse (15/A & 15/R): A central shared waste and recycling storage facility is incorporated into the principal structure which warrants positive one (+1) point. The applicant has also agreed to consider incorporation of compost collection in this area. The front and rear rows of townhomes each have local trash and recycling collection areas which will be collected by hotel staff and moved to the central area.

Internal Circulation (16/R) and External Circulation (17/A): Proposed vehicular circulation includes two new curb cut entrances from Ski Hill Road. The existing Four O’Clock subdivision vehicular access point to the site from Saw Mill Run Road (CR 709) must be eliminated with this proposal per the development agreement, Section 8.1 (f).

The Ski Hill Road accesses will include a western access for delivery vehicles and guests upon first arrival. Delivery vehicles will immediately split off to travel south to an underground loading facility while guests will be directed east, underneath a roofed circulation area for first time arrival and guest check-in. After check-in, guests will be directed to access the parking garage from the second easternmost Ski Hill Road curb cut and will not have to circulate through the main drop-off. Delivery vehicles will not be authorized to enter the site from the eastern-most curb cut and have been authorized to exit the west curb cut with a backing motion onto Ski Hill Road if necessary. Waivers from applicable Engineering codes and Infrastructure Policy 26 were granted in the development agreement Section 8.2 (d) regarding allowances for two curb cuts and delivery vehicles backing onto arterial or collector roadways.

Pedestrian circulation is provided throughout the site by paved pathways; the west pedestrian pathway is proposed to be snow melted and will be the primary route for pedestrians to enter/exit the site and reach public transit options, the Breck Connect Gondola and Free Ride Bus stops, located further west on Peak 8. Access to the north townhomes is provided from the parking garage level one, while access to the south slopeside townhomes is via an enclosed walkway from the east of the main building. The project also proposes a skier and pedestrian access easement through the site connecting the Four O’Clock and Boulder Ridge Subdivisions and Ski Hill Road to mountain recreation. Access will include maintained public pathways and warrants the assignment of positive three (+3) points. This improved public access to recreation was contemplated and positive points were also assigned under Policy 16/R for the East Peak 8 Hotel but the improved access was never constructed or made official.

The Town’s updated Engineering standards require a left turn lane from Ski Hill Road to the site to avoid traffic congestion when cars queue to turn left and are impeded. An updated traffic impact study was supplied by the applicants and reviewed by the Town’s Engineering staff. According to the traffic impact study, conducted by Kimley-Horn and Associates, a left turn lane from Ski Hill Road to the site is unnecessary and the applicants are requesting an Engineering waiver from this code requirement. Discussions regarding the left turn lane are ongoing between the applicant and the Town’s Engineering Department.

Parking (18/A & 18/R): A total of 191 parking spaces are required for the development. The required spaces include 35 spaces dedicated for use by on-site VSRI employees and 6 spaces are to be oversized ADA accessible, dedicated for use by the BOEC. Per the development agreement, none of the VSRI or BOEC required spaces are to be used by the general public. The plans provide 246 spaces; 55 spaces more than required. All required parking is provided underground. Additional spaces for guest check-in and loading are located on the exterior. Consistent with other developments at Peaks 7 and 8 and the South Gondola Lot Public Parking Structure, positive four (+4) points are recommended for locating all required parking spaces away from public view.

Per the Master Plan, all commercial parking is covered by the 200 “common parking spaces” distributed among the Peak 7 and 8 development areas. The master plan states, “*Commercial: 0, provided by common parking spaces,*” and “*Common Parking: 200 or more spaces within Planning Areas A & 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.*”

Additionally, according to the development agreement, no portion of the underground parking square footage shall count as density. Staff has no concerns.

Loading (19/R): The project proposes an integrated loading facility for commercial delivery vehicles and refuse/recycling collection. The loading facility will be underground and is physically separated from pedestrian circulation and guest check-in. This warrants positive two (+2) points under Policy 19/R. Staff has no concerns.

Open Space (21/A & 21/R): 56,326 sq. ft. or 31 percent of the site is proposed to be open space. This exceeds the recommended 30 percent of open space. Mixed-use commercial properties are allowed to pro-rate open space for commercial areas to an adjusted 15 percent open space. The project would also exceed this requirement. Staff has no concerns.

Landscaping (22/A & 22/R): The project is proposing up to 189 newly planted trees and shrubs. Native tree species and those which are known to be successful in the high-alpine environment such as Serviceberry, Rocky Mountain Maple, Thin-leaf Alder, Quaking Aspen, Douglas Fir, and Colorado Spruce are proposed. Specific tree counts by species have not yet been established. An existing forested area of .66 acres and additional 49 existing trees will be removed to accommodate the new development; however, the existing forested area along the eastern site boundary will be largely retained and numerous new trees will be planted in this location to maintain an adequate buffer between this development and existing homes within the Boulder Ridge and Four O’Clock Subdivisions. Staff has not assigned positive points under Policy 22/R for the proposed landscaping but has no concerns.



Proposed tree retention and new plantings. See sheet L104 for additional details.

Social Community (24/A & 24/R): Employee housing is to be provided for new development or changes of use which generate new employees. The applicant must supply housing for 35 percent of employees generated at a rate of 350 sq. ft. of housing per employee. For this project, the development agreement and master plan locks the applicant into using the former employee generation rate table which was created prior to recent 2024 code changes. The previous generation rate table is pasted below for reference.

Employee Generation Rates by Type of Use Table

<i>Type Of Use</i>	<i>Employee Generation Rate</i>
<i>Hotel/Lodging/Inn, Boarding House, Condominium, Divisible Unit, Timeshare Unit</i>	<i>0.6 employee per room, or 0.6 employee per unit, as applicable</i>
<i>Multi-Family Housing and Townhomes</i>	<i>0.33 employee per unit</i>
<i>Office (including real estate and property management office)</i>	<i>3.2 employees per 1,000 square feet of area</i>
<i>Conference Facility</i>	<i>0.8 employee per 1,000 square feet of area</i>
<i>Eating and Drinking Establishment/Restaurants and Bars</i>	<i>10.2 employees per 1,000 square feet of area</i>
<i>Exterior Food and Beverage Areas</i>	<i>5.1 employees per 1,000 square feet of area</i>
<i>Health Club</i>	<i>0.96 employee per 1,000 square feet of area</i>
<i>Retail Store/Personal Service/Service Commercial/Repair Shop</i>	<i>2.4 employees per 1,000 square feet of area</i>
<i>Spa</i>	<i>2.1 employees per 1,000 square feet of area</i>

Section C. 2. of the development code includes a provision which allows the applicant to challenge generation rates should they bring sufficient evidence that the generation rates in the code do not accurately reflect the number of employees generated by the proposed development. *“If an applicant submits competent evidence demonstrating that the employee generation rates contained in table “Employee Generation Rates by Type of Use Table,” above, do not accurately reflect the number of employees generated by the proposed development or change of intensity of use and the planning commission finds that such evidence warrants a deviation from those employee generation rates, the planning commission shall allow for such a deviation as the planning commission deems appropriate. The town may, at its discretion, hire an independent third party consultant to verify the evidence provided by an applicant. The cost of such verification shall be paid or reimbursed by the applicant.”*

In this case, the applicant seeks to challenge the employee generation rates for several of the proposed uses and has provided a proposed alternative employee generation rate which is based on the applicant’s current staffing at similar properties in Town also owned by the applicant. The applicant’s proposed generation rates and reductions for specific uses are shown in red in the table below. Staff’s assessment of the applicant’s proposed generation rates are below.

Imperial Hotel Proposed Employee Generation

Use	Number Rooms/Units/ Square Footage	Employee Generation Rate in Applicable Code (per unit/room/sq. ft.)	Employees Generated per Code	Applicant Proposed Employee Generation Rate (per unit/room/sq. ft.)	Applicant Proposed Employees Generated	Employees Generated Reduction Proposed
hotel units	36	0.6	21.60		21.60	
condos - whole ownership	22	0.6	13.20	0.33	7.26	-5.94

lock-offs - whole ownership	21	0.6	12.60		12.60	
condos - fractional ownership	36	0.6	21.60		21.60	
lock-offs - fractional ownership	54	0.6	32.40		32.40	
townhomes	9	0.33	2.97		2.97	
spa/retail	3,489	2.1	7.33		7.33	
pet kennel	1,717	2.4	4.12		4.12	
retail market	1232	2.4	2.96	0	0.00	-2.96
retail ski shop	2582	2.4	6.20		6.20	
lobby bar	454	10.2	4.63	4.41	2.00	-2.63
restaurant	4583	10.2	46.75		46.75	
kitchen	1408	10.2	14.36		14.36	
lower bar/speakeasy	1169	10.2	11.92	4.28	5.00	-6.92
private dining room	421	10.2	4.29	4.75	2.00	-2.29
outdoor dining and bar	2520	5.1	12.85		12.85	
Totals:			219.78		199.04	-20.74

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

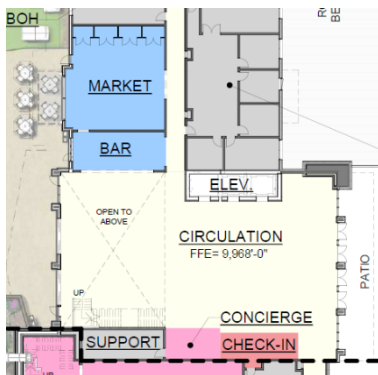
The applicant is proposing exceptions for the following: a .33 employee generation rate per whole ownership condo unit, a rate of 0 for the retail market, a rate of 4.41 employees per 1000 sq. ft. for the lobby bar, a rate of 4.28 employees per 1000 sq. ft. for the lower bar and speakeasy, and a rate of 4.75 employees per 1000 sq. ft. for the private dining area. The applicant notes that the resort will operate with an economy of scale and is able to utilize the same employees to cover multiple uses across the entire facility. This is not the same as a similar sized mall or shopping complex which would have multiple businesses and separate employees. With the applicant's proposed reductions, the project would generate 199 employees rather than 220 employees under the code, a difference of 21 fewer employees generated. The applicant also notes that the Imperial will operate at a similar level of service and scale as their similarly sized Grand Colorado Resort, also on Peak 8, which currently employs 160 individuals when fully staffed.

Staff recognizes that whole ownership-condos likely require fewer housekeeping staff and have generally less turnover compared to fractional-ownership condos which change guests on frequent and regular intervals. Staff therefore agrees with the reduction proposed for whole ownership-condo employee generation because the proposed rate is consistent with the staffing levels at the applicant's other whole ownership properties as the applicant states.

Regarding the requested reductions to employee generation rates for the lobby bar, lower bar/speakeasy, and private dining area, staff is amenable to the rates proposed by the applicant. In these cases, it is likely that employees who are assigned to work in the main lobby bar, restaurant, or kitchen would be dually assigned to work in the lower bar, private dining, and demonstration kitchen when those spaces are reserved and open for operation. There is similar precedent for a reduction in the employee generation rate for bars and tap rooms which do not serve food, i.e. a waiver was granted for Highside Brewery on Main Street to allow for a reduced rate of two employees generated per 1000 sq. ft. It is also true that the generation rate for food and beverage

establishments in the previous code version, prior to recent 2024 code amendments, was based on a nexus study conducted for Vail, Colorado, not Breckenridge. Vail typically has a higher rate of service for restaurants and bars than Breckenridge, resulting in the 10.2 employees per 1000 sq. ft. previous generation rate for food and beverage establishments. This rate does not distinguish between full-service dining establishments and bars without food service. This is much greater than the rate of 2.73 employees per 1000 sq. ft. in bars without food service under today's current code, which is based on a Breckenridge specific nexus study.

Staff does not agree with the applicant's proposed rate of zero employees generated for the retail market area. Staff does not recommend setting precedent that a retail area could be unmanned or manned remotely by hotel front desk workers who are removed from direct eyesight of the market. Setting a precedent that some retail floor area could be assigned a generation rate of zero would only serve to weaken the policy. The market additionally has two points of entry, a hallway entrance off the lobby and an exterior door which will likely need to be monitored. Staff instead recommends the code-based generation rate of 2.4 employees per 1000 sq. ft. for the retail market area.



Retail market floorplan. See page A103 for more details.

Staff recommends accepting the applicant's proposed generation rates, except for the retail market rate of zero, resulting in 202 employees generated, or 24,745 sq. ft. of employee housing required for mitigation.

Does the Commission agree with staff's recommendation to adopt the applicant's proposed employee generation rates in all cases except for the retail market?

The applicants will provide all required employee housing for this project at an off-site location, Entrada (Parcel 7), 11030 CO Hwy 9. This is in accordance with the requirements of the development agreement. The development agreement does not allow for extra employee housing square footage constructed at Entrada to be banked or count toward other future projects. A development permit application for Entrada has been submitted by the applicant. Preliminarily, the Entrada development will have 31,461 sq. ft. of density and will exceed the square footage of employee housing mitigation required. A separate preliminary hearing with the Planning Commission will be scheduled in the near future to review this proposal in detail.

Under Policy 24/R Section B., developments which provide space for social services are encouraged and eligible for positive points. The development agreement requires at least 1,500 sq. ft. of floor area in the development to be allocated for use by the BOEC, but Section 8.1 (b) of the agreement explicitly states this provision of space is also eligible for positive points. The plans specify 1,668 sq. ft. allocated to BOEC programming. Since the development agreement's approval, the applicant has proposed that BOEC participants may also enjoy free and open access to the outdoor aquatic pools and spas on the site in addition to the dedicated floor area. This proposal carries a lease term of \$1/year for 50 years for the BOEC that includes the 1,668 sq. ft. and outdoor aquatic facility access.

Staff recommends that the 1,668 sq. ft. of space and allowance for the BOEC use of the onsite outdoor aquatic facilities and the generous lease terms provided by the applicant of \$1 per/year for 50 years qualifies the additional BOEC provisions for positive four (+4) points. Does the Commission agree?

Under Policy 24/R, Social Community, D. to encourage the construction of hotel and lodge conference facilities, positive points are assigned to projects that provide more than the recommended 1 sq. ft. of meeting area for every 35 sq. Ft. of residential area. Staff is researching the development code revision history to determine if positive points are still warranted for the provision of amenities which are not exclusively conference and meeting facilities under this code section. Previous code iterations allowed for both conference and recreational leisure amenities to be awarded positive points.

Transit (25/R): The applicant is proposing a permanent, year-around, electric shuttle for exclusive use by guests and owners of The Imperial. Policy 25/R states, “+4 points shall be assigned for an all electric shuttle system.” This commitment was not listed as a public benefit in the development agreement and is eligible to receive positive four (+4) points.

Infrastructure and Utilities (26/A & 26/R; 28/A): All necessary utilities are located in the adjacent Ski Hill Road right-of-way and the Upper Blue Sanitation District has provided a “will serve” letter for the development.

Drainage (27/A & 27R) and Water Quality (31/A & 31/R): A preliminary Grading and Drainage Plan has been reviewed by the Engineering Department. Per the Master Plan: *“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.”*

The proposed buildings are not within the Cucumber Gulch Preventative Management Area (PMA); however, its detention facilities and water quality treatment facilities are designed to integrate with those of the existing Subdivision improvements which are located across Ski Hill Road, on Tract A of the Peak 7 and 8 Perimeter Subdivision, which is within the PMA. The scope of work within the PMA includes enlarging an existing water quality detention pond, adding groundwater discharge outlets above the detention pond and adding a single new water outlet structure on the northeast corner of the pond. All proposed work must be within the existing perpetual drainage easement (Reception #730218) that allows the applicant to install, construct, operate, maintain, drainage and water quality facilities within the easement. The proposed drainage work on Tract A is also within the PMA and therefore will need to receive approval for a PMA variance, addressed in detail above in the report. The Engineering department has reviewed the proposed preliminary drainage plan and will continue to provide guidance for the proposed detention facilities and water quality treatment facilities to meet the Town’s Water Quality and Sediment Control Standards.

Energy Conservation (33/A & 33/R): Under Absolute Policy 33, gas fireplaces are limited to 3 per residential unit. The project proposes 103 divisible residential units and 71 total gas fireplaces, 3 of which are in common-use areas of the resort. None of the gas fireplaces are proposed on the exterior. Staff has no concerns regarding the number of fireplaces.

The project proposes 1,152 sq. ft. of outdoor heated pools and spas. The development code assigns negative one (-1) point for outdoor heated pools and spas in a commercial or multi-family development between 100-500 sq. ft. and an additional negative one (-1) point for each additional 500 sq. ft. increment or fraction thereof. The area of pools and spas proposed warrant negative three (-3) points. Staff requests additional details of the applicant if any water features are proposed.

The project proposes a total of 13,200 sq. ft. of heated paving; 3,891 sq. ft. of this area is to be located on the west side of the structure and the applicant has requested exemption from the Town’s Renewable Energy Mitigation Program (REMP) and exemption from negative points under Policy 33/R for this portion of heated paving. REMF, a building code regulation separate from the development code, gives discretion to the Building Official to

determine areas which may be of high traffic and/or have safety concerns where heated paving is necessary and eligible for exemption from REMP. Section 8.2 (f) (iii) of the development agreement states, “*The Town staff shall determine the extent of emergency egress and pedestrian circulation safety to be exempt from REMP and Absolute and Relative Policy 33/Energy Conservation during site plan review.*” This area of snowmelt on the west side is the main point of ingress and egress for guests and will be the point of entry to on-snow activities for BOEC participants. It is also the most direct route to public transportation stops and the gondola to the west of the project site. Staff and the Building Official have consulted on this project and agree that the 3,891 sq. ft. area proposed should be eligible for exemption from REMP and Policy, 33/R.

Under the development code, heated paving up to 5,000 sq. ft. for commercial projects does not incur negative points. Areas above 5,000 sq. ft. incur negative one (-1) point for each additional 500 sq. ft. increment of heated paving. The project proposes 9,309 sq. ft. of non-exempt heated paving, which warrants negative nine (-9) points.



Proposed heated paving areas and egress door locations. See page L103 for details.

The applicant is requesting positive four (+4) points under Policy 33/R, “*C. Other Design Features: 1 × (-4/+4) Other design features determined by the Planning Commission to conserve significant amounts of energy may be considered for positive points. Alternatively, other features that use excessive amounts of energy may be assigned negative points. However, positive points may not be assessed under this subsection if the project has been awarded positive points under subsection A or B of this section.*”

The applicant proposes the installation of a weather monitoring system which regulates the installed heated paving, providing efficiencies and energy savings. This proposal was previously discussed with the Town Council during development agreement work sessions. A summary of the system functions is provided by the applicant below.

“BGV has successfully incorporated the Davis Vantage Pro2 weather monitoring systems into their existing developments’ snowmelt system. The weather monitoring system significantly reduces the amount of energy used on-site by having the outdoor heating system operate only in inclement weather. The Davis Vantage Pro2 weather station contains several key features, including wireless capability and sensors for temperature, humidity, barometric pressure, wind speed, and rainfall. The weather system itself runs off a third-party weather service and is capable of measuring wind speeds up to 200 mph and temperatures from -40°F to 150°F. A datalogger allows the system to store several months of weather data, which can be analyzed later. (The Davis Vantage Pro2 brochure has been included for your reference.) The weather station is integrated into the snowmelt system (and chillers). When a storm is predicted, the weather station sends a signal to the boilers, allowing them to ramp up the snowmelt system slowly and only when necessary. This allows for minimal demand of utilities and means our surface temperature is already prepared to melt the precipitation. When the storm has passed, the station reads this from its onsite sensors and slowly turns off. Most recently, we installed this system at the Grand Colorado on Peak 8 and Grand Timber Lodge, where it has significantly contributed to reducing natural gas usage. In the first quarter of 2024, it helped reduce natural gas consumption by 739 MMBtu per month, preventing 39 metric tons of CO2 emissions—an 18% savings during an unusually cold season. These savings and avoided emissions allowed BGV to achieve the Region 8 Pollution Prevention Award from the EPA at all three of our major resorts.”

Staff will continue to consult with the Sustainability Department to further understand the efficiencies of this specific system but with preliminary review, recommends positive four (+4) points for installation of the Davis Vantage Pro2 weather monitoring system under “other design features.” Does the Commission agree?

Fences, Gates, and Gateway Entrance Monuments (47): The applicant is proposing both a pool fence and perimeter fence along the site boundary adjacent to the ski area. The pool fence is required and more information will be provided by the applicant at a later hearing to determine its compliance with the design standards of Policy 47.

The ski area fence will be along the southern site boundary and adjacent to the ski slope. The fence is proposed to be a permanent 4 ft. black powder-coated steel mesh fence placed on top of a 2 ft. concrete barrier wall constructed of stamped concrete to appear as stacked stone. The steel mesh will allow for visibility through the fencing. The ski area, VSRI, has requested this barrier fence of the applicant to be located between the property and ski area for skier and pedestrian separation and safety as well as to guide grooming equipment and provide a backstop to snow grooming in winter. Fencing is needed in this base location where it was not required at other Peak 8 base developments because of the difference in degree of slope. Other base developments meet the ski slope at zero grade while this proposal will have a large grade change between the ski slope and rear hotel exterior plaza. This is due to existing benching on the site and the need for retaining wall structures. Without permanent fencing, there is risk of skiers falling from the slope down the retaining wall structure. Policy 47 states, *“Fencing at ski lifts and gondolas may be used to protect pedestrians and skiers from overhead lifts and mechanical equipment, or to delineate passenger loading zones. Such fencing may be constructed of natural materials, such as split rail wood, or steel or aluminum.”* Staff has no concerns regarding the proposed ski area boundary fencing.

Any gateway entrance monuments and/or signage will be approved with a separate permit.

Exterior Lighting (Sec. 9-12): Proposed lighting fixtures and photometric plan will be submitted for review at a later hearing. All lights proposed are to be fully shielded and at or below the maximum 950 lumens per fixture and 3000 Kelvin temperature, except where additional and specific lighting is required for safety for example, surrounding outdoor aquatic facilities. All fixture locations proposed must meet the restrictions for height above grade, residential (<15'), upper story decks (<7'), commercial (<18'), pole height (<18') or (<10' pedestrian paths). The photometric plan shall show the estimated foot-candle levels with maximum and average illumination of emitted light well below two-tenths ($\frac{2}{10}$) foot-candle at the property line.

Point Analysis

Preliminary Point Analysis: Staff has found the project preliminarily complies with the provisions of the April 9, 2024 approved development agreement, Ninth amendment to the Peak 7&8 Master Plan, and all Absolute Policies of the development code. Staff recommends the following point analysis at this preliminary hearing, with a failing preliminary score of negative one (-1) point.

Negative Points recommended:

- Policy 6/R, Building Height (-10) the height of the tallest portion of this building exceeds the building height recommended in the land use guidelines by more than one-half ($\frac{1}{2}$) story but less than one story.
- Policy 6/R, Building Height (-1) for a long unbroken ridgeline greater than 50' in length.
- Policy 33/R, Energy Conservation (-9) for heated paving greater than 5,000 sq. ft.
- Policy 33/R, Energy Conservation (-3) for outdoor pools and spas of 1,152 sq. ft.

Total Negative Points (-23)

Positive Points recommended:

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

Total Positive Points (+22)

Total Score (-1)

Questions for the Commission

1. Does the Commission agree that a variance to the regulations of the PMA should be granted for the proposed drainage improvements within the PMA?
2. Does the Commission agree with staff's assessment that the proposed architecture meets the "transitional mountain style (between rustic and contemporary)" requirements of the master plan?
3. Does the Commission agree with staff's recommended adoption of the applicant's proposed employee generation rates (excludes the applicant proposed retail market generation rate of zero)?
4. Does the Commission agree that the BOEC free access to the outdoor pools and aquatic areas is eligible for positive four (+4) points?
5. Does the Commission agree with positive four (+4) points for installation of the heated paving weather monitoring system?
6. Does the Commission agree with the staff recommended preliminary point analysis?
7. Does the Commission have additional comments?

The Planning Department recommends the applicant return with revised plans for a second preliminary hearing after addressing staff requests and any additional comments from the Commission.

Preliminary Hearing					
Project:	Imperial Hotel and PMA Variance	Positive:	Points	+22	
PC#	PL-2024-0475	Negative:	Points	- 23	
Date:	1/2/2025				
Staff:	Sarah Crump, AICP, Planner III				
		Total: Allocation:		- 1	
Items left blank are either not applicable or have no comment					
Sect.	Policy	Range	Points	Comments	
1/A	Codes, Correlative Documents & Plat Notes	Complies			
2/A	Land Use Guidelines	Complies with PMA Variance granted		Complies with underlying Amended Master Plan for Peak 7&8. PMA Variance Required.	
2/R	Land Use Guidelines - Uses	4x(-3/+2)			
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)			
2/R	Land Use Guidelines - Nuisances	3x(-2/0)			
3/A	Density/Intensity	Complies with approval of prorated formula for club			
3/R	Density/ Intensity Guidelines	5x (-2>-20)			
5/A	Architectural Compatibility	Complies			
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)			
6/A	Building Height				
6/R	Relative Building Height - General Provisions	1X(-2,+2)			
	For all structures except Single Family and Duplex Units outside the Historic District				
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)			
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)			
6/R	Building Height Outside H.D. / Stories	(-5>-20)	- 10	The height of the tallest portion of this building is 72'-11", measured from the mean to established finished grade below. This exceeds the building height recommended in the land use guidelines by more than 1/2 story and less than one story and will incur negative ten (-10) points.	
6/R	Density in roof structure	1x(+1/-1)			
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	- 1	Has an unbroken ridgeline >50'.	
	For all Single Family and Duplex/Multi-family Units outside the Conservation District				
6/R	Density in roof structure	1x(+1/-1)			
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)			
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)			
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)			
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)			
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)			
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		Waived per devleopment agreement.	
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)			
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)			
7/R	Site and Environmental Design / Wetlands	2X(0/+2)			
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)			
8/A	Ridgeline and Hillside Development	Complies			
9/A	Placement of Structures	Complies			
9/R	Placement of Structures - Public Safety	2x(-2/+2)			
9/R	Placement of Structures - Adverse Effects	3x(-2/0)			
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)			
9/R	Placement of Structures - Setbacks	3x(0/-3)			
12/A	Signs	N/A		Signs will be reviewed separate from this application.	
13/A	Snow Removal/Storage	Complies			
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)			
14/A	Storage	N/A			
14/R	Storage	2x(-2/0)			

15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)	+1	The drawings show the refuse and recycling located within the building mass.
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)	+3	Improved skier and pedestrian access to on mountain recreation.
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies		
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)	+4	100% of the required parking is being provided underground. Similar to the other developments at Peaks 7 and 8.
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/R	Loading	2x(0/+2)	+2	Underground and separated delivery loading area.
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/A	Social Community / Above Ground Density 12 UPA	(-3>-18)		
24/A	Social Community / Above Ground Density 10 UPA	(-3>-6)		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)	+4	BOEC free access to outdoor aquatics facilities.

24/R	Social Community -Meeting And Conference Rooms Or Recreation And Leisure Amenities	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Primary Structures - Historic Preservation/Restoration - Benefit	+1/3/6/9/12		
24/R	Social Community - Secondary Structures - Historic Preservation/Restoration - Benefit	+1/2/3		
24/R	Social Community - Moving Primary Structures	-3/10/15		
24/R	Social Community - Moving Secondary Structures	-3/10/15		
24/R	Social Community - Changing Orientation Primary Structures	-10		
24/R	Social Community - Changing Orientation Secondary Structures	-2		
24/R	Social Community - Returning Structures To Their Historic Location	+2 or +5		
25/R	Transit	4x(-2/+2)	+4	The owner shall operate or provide for the operation of a permanent, year-round,electric shuttle for exclusive use by guests of the Imperial.
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	PMA Variance Required		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)	- 9	Heated paving greater than 5,000 sq. ft.
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)	- 3	Outdoor pools and spas of 1,152 sq. ft.
	Other Design Feature	1X(-4/+4)	+4	Installation of weather monitoring heated paving control system.

34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Special Areas - Community Entrance	4x(-2/0)		
37/R	Special Areas - Individual Sites	3x(-2/+2)		
37/R	Special Areas - Blue River	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
38.5/A	Home Childcare Businesses	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		

December 24, 2024DEVELOPMENT SUMMARY			
GENERAL	HEIGHT(STORIES)		7
	GROSS BUILDING TOTAL SF		408,966
	TOTAL FRACTIONAL CONDO UNITS INCLUDING LOCK-OFF UNITS		90
	TOTAL WHOLE CONDO UNITS INCLUDING LOCK-OFF UNITS		44
	TOTAL HOTEL UNITS		36
	TOTAL THs (UPHILL AND DOWNHILL)		9
	TOTAL PARKING DEMAND		192
	TOTAL PARKING PROVIDED		246
	ADDITIONAL SFE IMPACT DUE TO AMENITY OVERAGE		1.26
	TOTAL SFES		218.82
FRACTIONAL CONDO UNITS	NAME	AREA (SF)	COUNT
	COLORADO	7,000	6
	2 BR	29,472	18
	4 BR	31,176	12
	FRACTIONAL CONDO UNIT TOTAL	67,648	
*FRACTIONAL CONDO UNIT TOTAL INCLUDES 36 COLORADO UNITS + 54 SUITES = 90			
TOTAL KEYS			
WHOLE CONDO UNITS	NAME	AREA (SF)	COUNT
	1 BR	1,318	1
	2 BR	11,201	7
	3 BR	10,805	5
	4 BR	19,374	7
	5 BR	8,855	2
	WHOLE CONDO UNIT TOTAL	51,553	
*WHOLE CONDO UNIT TOTAL INCLUDES 22 UNITS + 21 LOCK-OFF UNITS = 43			
TOWNHOME UNITS	NAME	AREA (SF)	COUNT
	UPHILL UNITS	19,574	5
	DOWNHILL UNITS	14,949	4
	UNIT TOTAL	34,523	9
HOTEL	NAME	AREA (SF)	COUNT
	HOTEL	16,050	36
	HOTEL TOTAL	16,050	36
AMENITY	NAME	AREA (SF)	
	AMENITY	28,020	
	AQUATICS CHANGING/RR	637	
	CONCIERGE	201	
	OPC	109	
	OUTDOOR AMENITY	551	
	OWNER STORAGE	1,103	
	TOTAL	30,621	
COMMERCIAL	NAME	AREA (SF)	
	BAR	456	
	KENNEL	671	
	KITCHEN	1,409	
	MARKET	1,231	
	PET CHECK-IN	198	
	PET PLAY	713	
	PRIVATE DINING	421	
	RESTAURANT	4,584	
	SKI SHOP	2,702	
	SPA	3,443	
	SPEAKEASY	1,169	
	TOTAL	16,997	
GUEST SERVICES	NAME	AREA (SF)	
	BOEC	1,668	
	VAIL RESORTS	1,316	
	TOTAL	2,984	
COMMON/ CIRCULATION	NAME	AREA (SF)	
	CIRCULATION	43,166	
	ELEVATORS	803	
	LOBBY	2,585	
	STAIR	4,058	
	VESTIBULE	219	
	TOTAL	50,831	
SUPPORT	NAME	AREA (SF)	
	ADMIN	116	
	AQUATICS SUPPORT	1,486	
	BOH	4,967	
	BOH / TRASH	1,598	
	FOOD SERVICE/BOH	1,025	
	HOLDING	312	
	LOBBY SUPPORT	2,012	
	MEP	7,795	
	RR	2,469	
	STORAGE	66	
	SUPPORT	3,684	
	TRASH/RECYCLING	1,685	
	TOTAL	27,215	
PARKING	NAME	AREA (SF)	
	PARKING	110,544	
GROSS TOTAL			408,966

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

PARKING REQUIREMENTS
AMENITY = 0 (PER MASTER PLAN)
HOTEL (36 TOTAL) = 36 SPACES (1 PER UNIT)
WHOLE OWNERSHIP CONDO (23 TOTAL) = 23 SPACES (1 PER UNIT PER MASTER PLAN)
CONDO LOCK-OFFS (21 TOTAL) = 11 SPACES (.5 PER EACH DIVISIBLE ROOM PER DEV. CODE)
CONDO FRACTIONAL UNITS (36 TOTAL) = 36 SPACES (1 PER UNIT)
CONDO FRACTIONAL LOCK-OFFS (54 TOTAL) = 27 SPACES (.5 PER DEV. CODE)
RESTAURANT/BARS/SPEAKEASY = 0 SPACES (PER MASTER PLAN)
SPA = 9 SPACES (1 PER 400SF)
THs(C) TOTAL = 9 SPACES (1 PER UNIT)
BOEC = 6 SPACES (PER DEV. AGREEMENT)
VAIL RESORTS = 35 SPACES (PER DEV. AGREEMENT)
TOTAL PARKING = 192 SPACES REQUIRED

PROJECT INFORMATION

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

SIGNATURE BLOCK

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

THE IMPERIAL / PARCEL 4

1599 SKI HILL RD., BRECKENRIDGE, CO 80424

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

DECEMBER 30, 2024

CONCEPTUAL RENDERING



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

PROJECT DIRECTORY

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

SURVEYOR:
BASELINE SURVEYS, LLC
P.O. Box 7578
13541 Colo. HWY #9
tel. 970-453-7155

ARCHITECT:
DTJ DESIGN, INC.
3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
tel. 303-443-7533
fax. 303-443-7534
email: bcampie@dtjdesign.com
Contact: Bill Campie

LANDSCAPE ARCHITECT:
DTJ DESIGN, INC.
3101 Iris Avenue, Suite 130
Boulder, Colorado 80301
tel. 303-443-7533
fax. 303-443-7534
email: bcampie@dtjdesign.com
Contact: Bill Campie

CIVIL ENGINEER:
TETRA TECH
130 Ski Hill RD, Suite 140
Breckenridge, CO 80424
tel. 970-453-4579
Contact: Chris Durluo

SHEET INDEX

NUMBER	NAME
ARCHITECTURE	
G000	COVER SHEET
CIVIL	
C001	LEGEND AND ABBREVIATIONS
C101	EXISTING CONDITIONS PLAN
C105	CIVIL SITE PLAN
C106	GRADING & DRAINAGE PLAN
C107	OVERALL COMPOSITE UTILITY PLAN
LANDSCAPE	
L100	LANDSCAPE SITE PLAN
L101	LOT COVERAGE PLAN
L102	OVERALL CIRCULATION PLAN
L103	SNOW MANAGEMENT PLAN
L104	EXISTING TREE MANAGEMENT
L105	SITE WALL MATERIALS PLAN
L200	PLANTING PLAN
L201	PLANTING PLAN
L202	PLANTING PLAN
L203	PLANTING PLAN
L204	PLANT SCHEDULE
L300	ILLUSTRATIVE
ARCHITECTURE	
A100	P3 FLOOR PLAN
A101	P2 FLOOR PLAN
A102	P1 FLOOR PLAN
A103	LEVEL 1 PLAN
A104	LEVEL 2 PLAN
A105	LEVEL 3 PLAN
A106	LEVEL 4 PLAN
A200	ELEVATIONS
A201	ELEVATIONS
A900	SITE PANORAMIC PHOTOS
A901	BUILDING PERSPECTIVES
A902	BUILDING PERSPECTIVES
A903	SOLAR STUDIES

VICINITY MAP



NOT FOR CONSTRUCTION

DRAWN BY: DTJ
CHECKED BY: DTJ
PROJECT NO: 2023024.40
ISSUE DATE: 11/01/2024
REVISIONS:
12/30/2024
SHEET TITLE:
COVER SHEET
SHEET NUMBER:

G000

Drawing: C:\Projects\Breckenridge\322517\200-322517-2\1001\CAD\SheetFiles\Peak 8\C-001 LEGEND AND ABBREVIATIONS.dwg
Last Saved: August 29, 2024 8:52:02 AM by Alyssa Koch
Copyright © 2024 Tetra Tech, Inc. All Rights Reserved. DTJ DESIGN, INC. 2024

PROJECT CONTACT INFORMATION

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

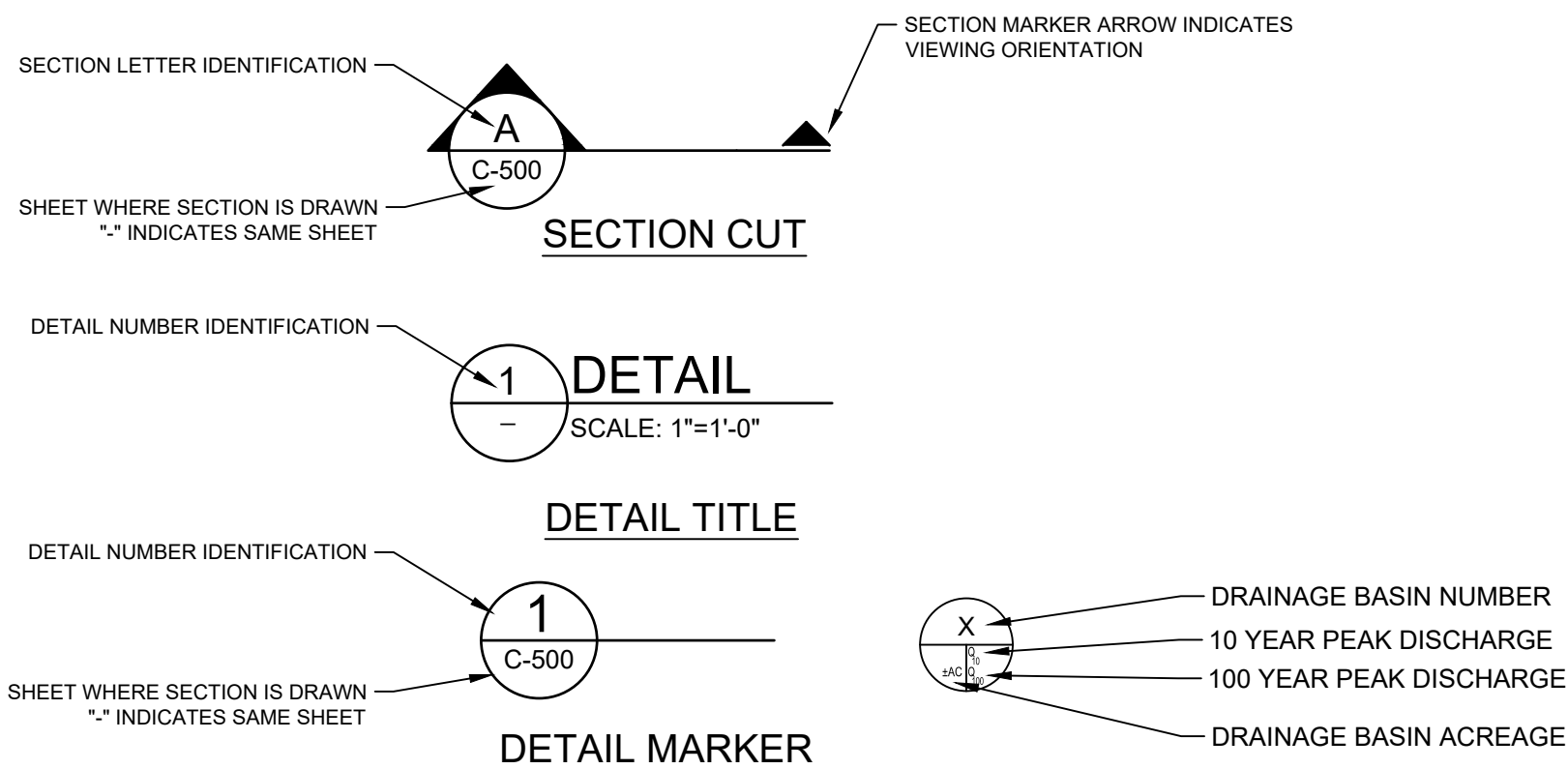
LEGEND

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

ABBREVIATIONS

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

MARKER DESCRIPTORS



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



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

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



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

www.dtjdesign.com



TetraTech
719F Ten Mile Drive
Frisco, CO 80443
T 970.423.3420

www.tetrattech.com

THE IMPERIAL / PARCEL 4
1559 SKI HILL RD., BRECKENRIDGE, CO 80424
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

DRAWN BY: ALK

CHECKED BY: CDD

PROJECT NO.: 200-322517-21001

ISSUE DATE: 11/01/2024

REVISIONS:

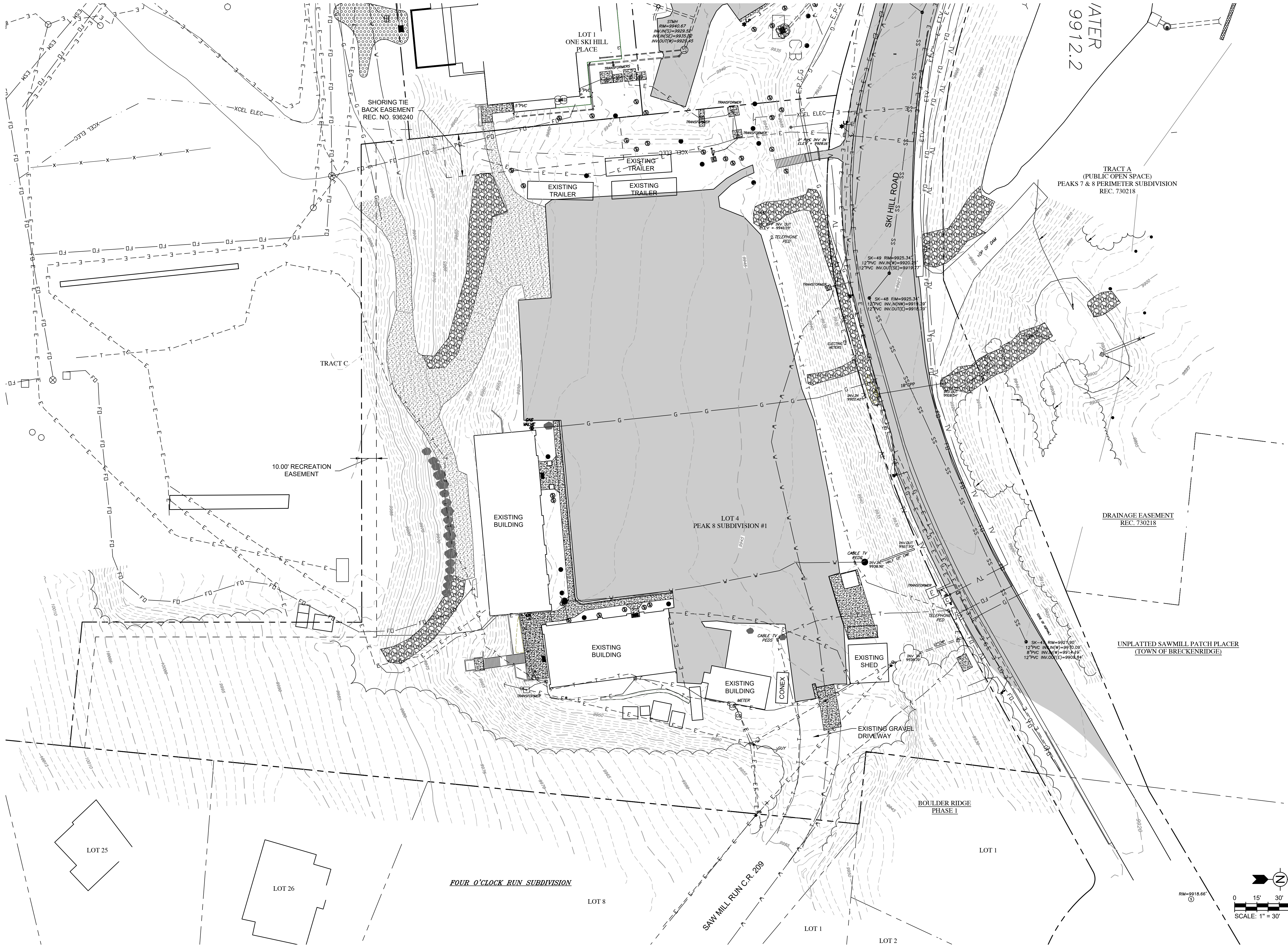
Rev. 1 12/30/2024

SHEET TITLE:
LEGEND AND
ABBREVIATIONS

SHEET NUMBER:

C-001

Drawing: O:\Projects\Breckenridge\325517\200-325517-2\1001\CAD\SheetFiles\Peak 8\C-101 EXISTING CONDITIONS PLAN.dwg
Last Saved: November 11, 2024 8:52:43 AM by Alyssa Icon
Copyright © 2024 DTJ DESIGN, INC. 2024



dtj
DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

TETRA TECH

TetraTech
719F Ten Mile Drive
Frisco, CO 80443
T 970.423.3420
www.tetratech.com

THE IMPERIAL / PARCEL 4
1559 SKI HILL RD., BRECKENRIDGE, CO 80424
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

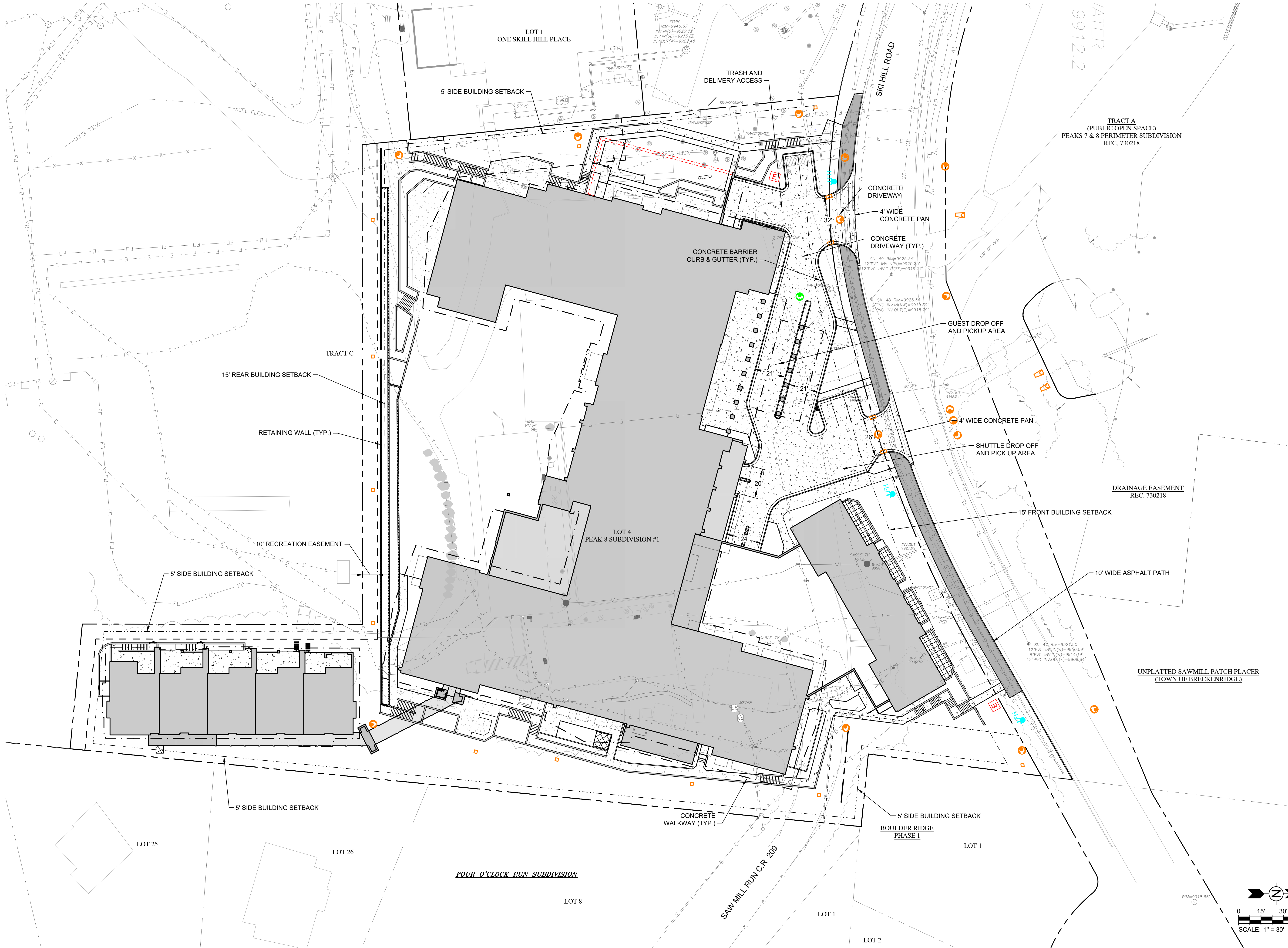
DRAWN BY: AJK
CHECKED BY: CDD
PROJECT NO.: 200-322517-21001
ISSUE DATE: 11/01/2024
REVISIONS:
Rev. 1 12/30/2024

SHEET TITLE:
EXISTING
CONDITIONS
PLAN

SHEET NUMBER:
C-101

Page 36 of 181

Drawing: O:\Projects\Breckenridge\322517\200-322517-2\001\CAD\SheetFiles\Peak 8\C-105 CIVIL SITE PLAN.dwg
Last Saved: December 20, 2024 1:25:23 PM by Alyssa Koch
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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



TetraTech
719F Ten Mile Drive
Frisco, CO 80443
T 970.423.3420
www.tetrattech.com

THE IMPERIAL / PARCEL 4
1559 SKI HILL RD., BRECKENRIDGE, CO 80424
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

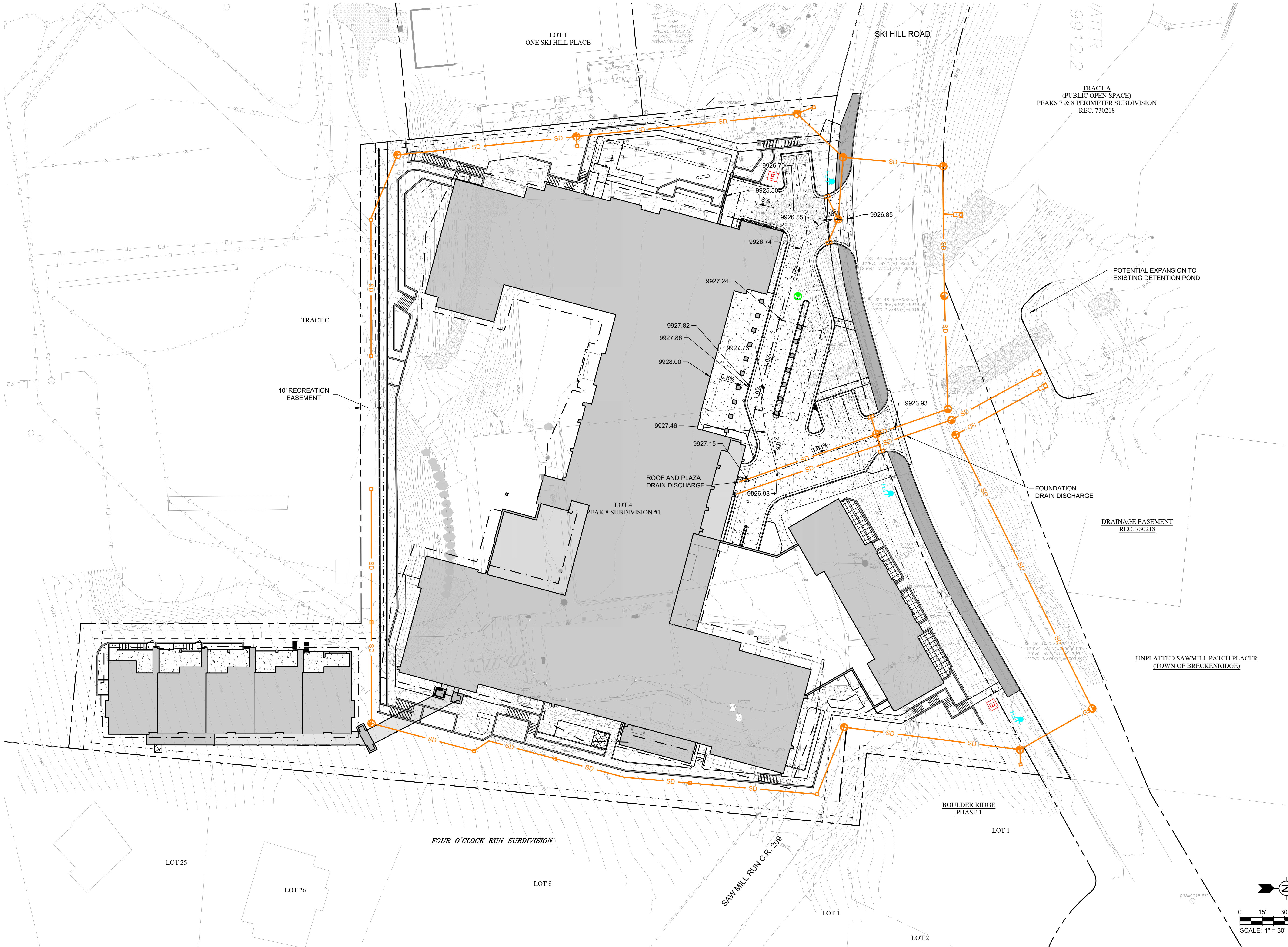
DRAWN BY:	AJK
CHECKED BY:	CDD
PROJECT NO.:	200-322517-21001
ISSUE DATE:	11/01/2024
REVISIONS:	
Rev. 1	12/30/2024

SHEET TITLE:
CIVIL SITE
PLAN

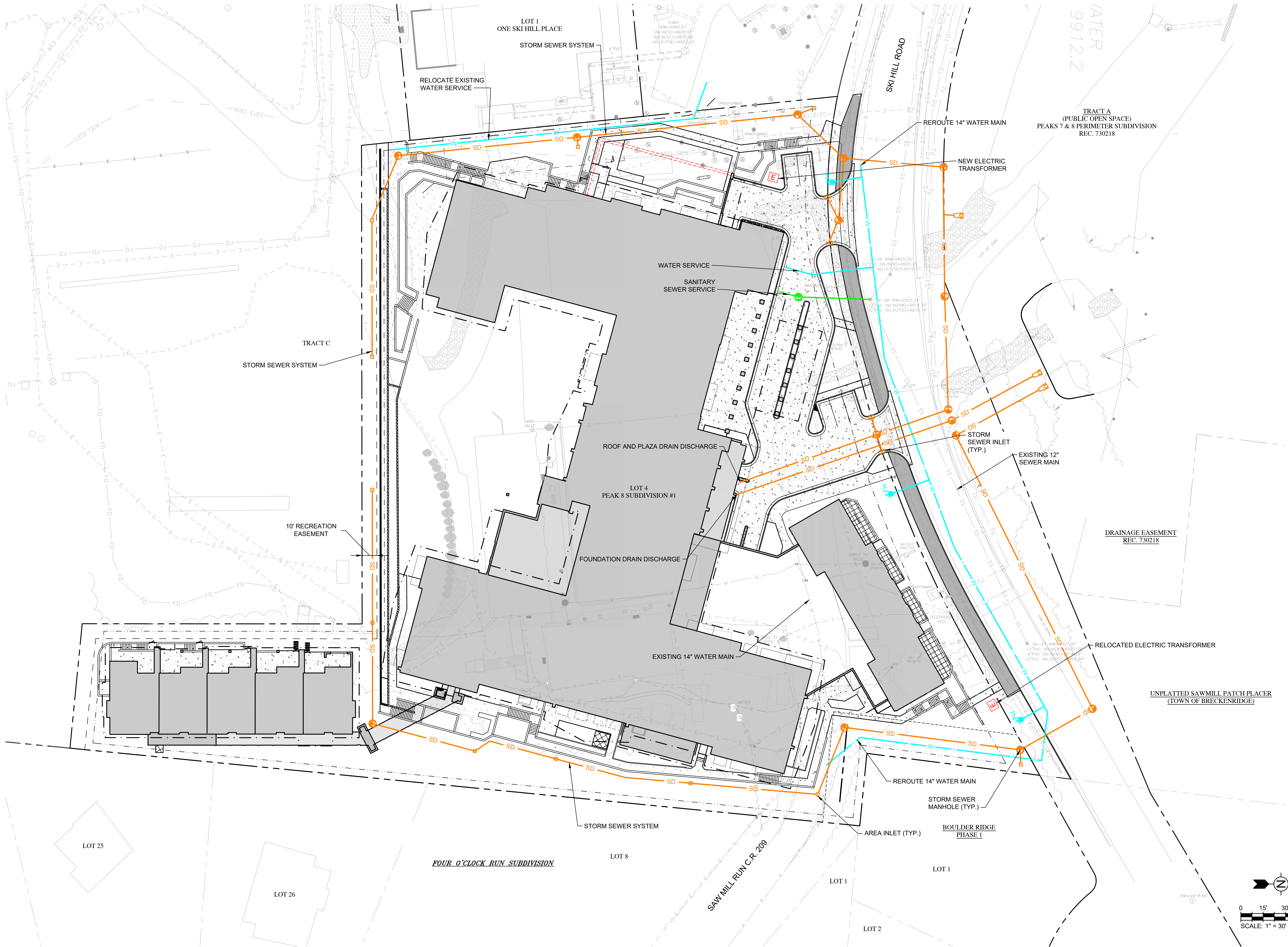
SHEET NUMBER:

C-105

Drawing: C:\Projects\Breckenridge\322517\200-322517-2\1001\CAD\SheetFiles\Peak 8\C-106 GRADING AND DRAINAGE PLAN.dwg
Last Saved: December 19, 2024 5:07:31 PM by Alyssa Koch
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024



Drawing: C:\Projects\Breckenridge\322517\200-322517-2\1001\CAD\SheetFiles\Peak 8\C-107 UTILITY.dwg
Last Saved: December 19, 2024 3:47:01 PM by Alyssa Koch
Copyright © All Rights Reserved DTJ Design, Inc. 2024



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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



TetraTech
719F Ten Mile Drive
Frisco, CO 80443
T 970.423.3420
www.tetrattech.com

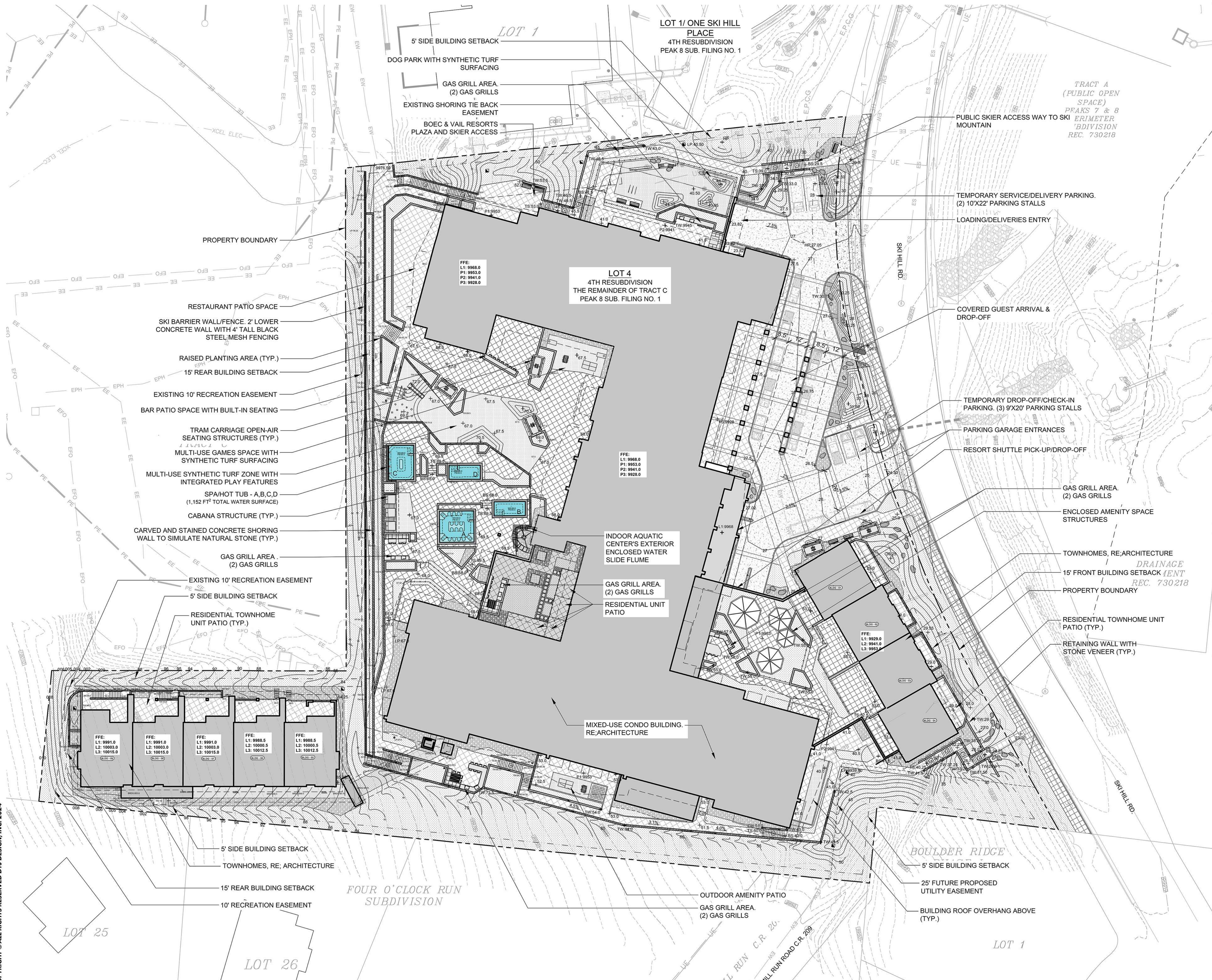
THE IMPERIAL / PARCEL 4
1559 SKI HILL RD., BRECKENRIDGE, CO 80424
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

DRAWN BY:	AJK
CHECKED BY:	CDD
PROJECT NO.:	200-322517-21001
ISSUE DATE:	11/01/2024
REVISIONS:	
Rev. 1	12/30/2024

SHEET TITLE:
OVERALL
COMPOSITE
UTILITY PLAN

SHEET NUMBER:

C-107



LAYOUT & GRADING LEGEND

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

REFUSE COLLECTION PLAN

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

GENERAL NOTES

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

UNPLATTED SAWMILL PATCH PLACER (TOWN OF BRECKENRIDGE)

DRAINAGE

REC. 730218

15' FRONT BUILDING SETBACK

PROPERTY BOUNDARY

RESIDENTIAL TOWNHOME UNIT PATIO (TYP.)

RETAINING WALL WITH STONE VENEER (TYP.)

BOULDER RIDGE

5' SIDE BUILDING SETBACK

25' FUTURE PROPOSED UTILITY EASEMENT

BUILDING ROOF OVERHANG ABOVE (TYP.)

LOT 1

LOT 4

LOT 8

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

LOT 35

LOT 36

LOT 37

LOT 38

LOT 39

LOT 40

LOT 41

LOT 42

LOT 43

LOT 44

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

LOT 50

LOT 51

LOT 52

LOT 53

LOT 54

LOT 55

LOT 56

LOT 57

LOT 58

LOT 59

LOT 60

LOT 61

LOT 62

LOT 63

LOT 64

LOT 65

LOT 66

LOT 67

LOT 68

LOT 69

LOT 70

LOT 71

LOT 72

LOT 73

LOT 74

LOT 75

LOT 76

LOT 77

LOT 78

LOT 79

LOT 80

LOT 81

LOT 82

LOT 83

LOT 84

LOT 85

LOT 86

LOT 87

LOT 88

LOT 89

LOT 90

LOT 91

LOT 92

LOT 93

LOT 94

LOT 95

LOT 96

LOT 97

LOT 98

LOT 99

LOT 100

LOT 101

LOT 102

LOT 103

LOT 104

LOT 105

LOT 106

LOT 107

LOT 108

LOT 109

LOT 110

LOT 111

LOT 112

LOT 113

LOT 114

LOT 115

LOT 116

LOT 117

LOT 118

LOT 119

LOT 120

LOT 121

LOT 122

LOT 123

LOT 124

LOT 125

LOT 126

LOT 127

LOT 128

LOT 129

LOT 130

LOT 131

LOT 132

LOT 133

LOT 134

LOT 135

LOT 136

LOT 137

LOT 138

LOT 139

LOT 140

LOT 141

LOT 142

LOT 143

LOT 144

LOT 145

LOT 146

LOT 147

LOT 148

LOT 149

LOT 150

LOT 151

LOT 152

LOT 153

LOT 154

LOT 155

LOT 156

LOT 157

LOT 158

LOT 159

LOT 160

LOT 161

LOT 162

LOT 163

LOT 164

LOT 165

LOT 166

LOT 167

LOT 168

LOT 169

LOT 170

LOT 171

LOT 172

LOT 173

LOT 174

LOT 175

LOT 176

LOT 177

LOT 178

LOT 179

LOT 180

LOT 181

LOT 182

LOT 183

LOT 184

LOT 185

LOT 186

LOT 187

LOT 188

LOT 189

LOT 190

LOT 191

LOT 192

LOT 193

LOT 194

LOT 195

LOT 196

LOT 197

LOT 198

LOT 199

LOT 200

LOT 201

LOT 202

LOT 203

LOT 204

LOT 205

LOT 206

LOT 207

LOT 208

LOT 209

LOT 210

LOT 211

LOT 212

LOT 213

LOT 214

LOT 215

LOT 216

LOT 217

LOT 218

LOT 219

LOT 220

LOT 221

LOT 222

LOT 223

LOT 224

LOT 225

LOT 226

LOT 227

LOT 228

LOT 229

LOT 230

LOT 231

LOT 232

LOT 233

LOT 234

LOT 235

LOT 236

LOT 237

LOT 238

LOT 239

LOT 240

LOT 241

LOT 242

LOT 243

LOT 244

LOT 245

LOT 246

LOT 247

LOT 248

LOT 249

LOT 250

LOT 251

LOT 252

LOT 253

LOT 254

LOT 255

LOT 256

LOT 257

LOT 258

LOT 259

LOT 260

LOT 261

LOT 262

LOT 263

LOT 264

LOT 265

LOT 266

LOT 267

LOT 268

LOT 269

LOT 270

LOT 271

LOT 272

LOT 273

LOT 274

LOT 275

LOT 276

LOT 277

LOT 278

LOT 279

LOT 280

LOT 281

LOT 282

LOT 283

LOT 284

LOT 285

LOT 286

LOT 287

LOT 288

LOT 289

LOT 290

LOT 291

LOT 292

LOT 293

LOT 294

LOT 295

LOT 296

LOT 297

LOT 298

LOT 299

LOT 300

LOT 301

LOT 302

LOT 303

LOT 304

LOT 305

LOT 306

LOT 307

LOT 308

LOT 309

LOT 310

LOT 311

LOT 312

LOT 313

LOT 314

LOT 315

LOT 316

LOT 317

LOT 318

LOT 319

LOT 320

LOT 321

LOT 322

LOT 323

LOT 324

LOT 325

LOT 326

LOT 327

LOT 328

LOT 329

LOT 330

LOT 331

LOT 332

LOT 333

LOT 334

LOT 335

LOT 336

LOT 337

LOT 338

LOT 339

LOT 340

LOT 341

LOT 342

LOT 343

LOT 344

LOT 345

LOT 346

LOT 347

LOT 348

LOT 349

LOT 350

LOT 351

LOT 352

LOT 353

LOT 354

LOT 355

LOT 356

LOT 357

LOT 358

LOT 359

LOT 360

LOT 361

LOT 362

LOT 363

LOT 364

LOT 365

LOT 366

LOT 367

LOT 368

LOT 369

LOT 370

LOT 371

LOT 372

LOT 373

LOT 374

LOT 375

LOT 376

LOT 377

LOT 378

LOT 379

LOT 380

LOT 381

LOT 382

LOT 383

LOT 384

LOT 385

LOT 386

LOT 387

LOT 388

LOT 389

LOT 390

LOT 391

LOT 392

LOT 393

LOT 394

LOT 395

LOT 396

LOT 397

LOT 398

LOT 399

LOT 400

LOT 401

LOT 402

LOT 403

LOT 404

LOT 405

LOT 406

LOT 407

LOT 408

LOT 409

LOT 410

LOT 411

LOT 412

LOT 413

LOT 414

LOT 415

LOT 416

LOT 417

LOT 418

LOT 419

LOT 420

LOT 421

LOT 422

LOT 423

LOT 424

LOT 425

LOT 426

LOT 427

LOT 428

LOT 429

LOT 430

LOT 431

LOT 432

LOT 433

LOT 434

LOT 435

LOT 436

LOT 437

LOT 438

LOT 439

LOT 440

LOT 441

LOT 442

LOT 443

LOT 444

LOT 445

LOT 446

LOT 447

LOT 448

LOT 449

LOT 450

LOT 451

LOT 452

LOT 453

LOT 454

LOT 455

LOT 456

LOT 457

LOT 458

LOT 459

LOT 460

LOT 461

LOT 462

LOT 463

LOT 464

LOT 465

LOT 466

LOT 467

LOT 468

LOT 469

LOT 470

LOT 471

LOT 472

LOT 473

LOT 474

LOT 475

LOT 476

LOT 477

LOT 478

LOT 479

LOT 480

LOT 481

LOT 482

LOT 483

LOT 484

LOT 485

LOT 486

LOT 487

LOT 488

LOT 489

LOT 490

LOT 491

LOT 492

LOT 493

LOT 494

LOT 495

LOT 496

LOT 497

LOT 498

LOT 499

LOT 500

LOT 501

LOT 502

LOT 503

LOT 504

LOT 505

LOT 506

LOT 507

LOT 508

LOT 509

LOT 510

LOT 511

LOT 512

LOT 513

LOT 514

LOT 515

LOT 516

LOT 517

LOT 518

LOT 519

LOT 520

LOT 521

LOT 522

LOT 523

LOT 524

LOT 525

LOT 526

LOT 527

LOT 528

LOT 529

LOT 530

LOT 531

LOT 532

LOT 533

LOT 534

LOT 535

LOT 536

LOT 537

LOT 538

LOT 539

LOT 540

LOT 541

LOT 542

LOT 543

LOT 544

LOT 545

LOT 546

LOT 547

LOT 548

LOT 549

LOT 550

LOT 551

LOT 552

LOT 553

LOT 554

LOT 555

LOT 556

LOT 557

LOT 558

LOT 559

LOT 560

LOT 561

LOT 562

LOT 563

LOT 564

LOT 565

LOT 566

LOT 567

LOT 568

LOT 569

LOT 570

LOT 571

LOT 572

LOT 573

LOT 574

LOT 575

LOT 576

LOT 577

LOT 578

LOT 579

LOT 580

LOT 581

LOT 582

LOT 583

LOT 584

LOT 585

LOT 586

LOT 587

LOT 588

LOT 589

LOT 590

LOT 591

LOT 592

LOT 593

LOT 594

LOT 595

LOT 596

LOT 597

LOT 598

LOT 599

LOT 600

LOT 601

LOT 602

LOT 603

LOT 604

LOT 605

LOT 606

LOT 607

LOT 608

LOT 609

LOT 610

LOT 611

LOT 612

LOT 613

LOT 614

LOT 615

LOT 616

LOT 617

LOT 618

LOT 619

LOT 620

LOT 621

LOT 622

LOT 623

LOT 624

LOT 625

LOT 626

LOT 627

LOT 628

LOT 629

LOT 630

LOT 631

LOT 632

LOT 633

LOT 634

LOT 635

LOT 636

LOT 637

LOT 638

LOT 639

LOT 640

LOT 641

LOT 642

LOT 643

LOT 644

LOT 645

LOT 646

LOT 647

LOT 648

LOT 649

LOT 650

LOT 651

LOT 652

LOT 653

LOT 654

LOT 655

LOT 656

LOT 657

LOT 658

LOT 659

LOT 660

LOT 661

LOT 662

LOT 663

LOT 664

LOT 665

LOT 666

LOT 667

LOT 668

LOT 669

LOT 670

LOT 671

LOT 672

LOT 673

LOT 674

LOT 675

LOT 676

LOT 677

LOT 678

LOT 679

LOT 680

LOT 681

LOT 682

LOT 683

LOT 684

LOT 685

LOT 686

LOT 687

LOT 688

LOT 689

LOT 690

LOT 691

LOT 692

LOT 693

LOT 694

LOT 695

LOT 696

LOT 697

LOT 698

LOT 699

LOT 700

LOT 701

LOT 702

LOT 703

LOT 704

LOT 705

LOT 706

LOT 707

LOT 708

LOT 709

LOT 710

LOT 711

LOT 712

LOT 713

LOT 714

LOT 715

LOT 716

LOT 717

LOT 718

LOT 719

LOT 720

LOT 721

LOT 722

LOT 723

LOT 724

LOT 725

LOT 726

LOT 727

LOT 728

LOT 729

LOT 730

LOT 731

LOT 732

LOT 733

LOT 734

LOT 735

LOT 736

LOT 737

LOT 738

LOT 739

LOT 740

LOT 741

LOT 742

LOT 743

LOT 744

LOT 745

LOT 746

LOT 747

LOT 748

LOT 749

LOT 750

LOT 751

LOT 752

LOT 753

LOT 754

LOT 755

LOT 756

LOT 757

LOT 758

LOT 759

LOT 760

LOT 761

LOT 762

LOT 763

LOT 764

LOT 765

LOT 766

LOT 767

LOT 768

LOT 769

LOT 770

LOT 771

LOT 772

LOT 773

LOT 774

LOT 775

LOT 776

LOT 777

LOT 778

LOT 779

LOT 780

LOT 781

LOT 782

LOT 783

LOT 784

LOT 785

LOT 786

LOT 787

LOT 788

LOT 789

LOT 790

LOT 791

LOT 792

LOT 793

LOT 794

LOT 795

LOT 796

LOT 797

LOT 798

LOT 799

LOT 800

LOT 801

LOT 802

LOT 803

LOT 804

LOT 805

LOT 806

LOT 807

LOT 808

LOT 809

LOT 810

LOT 811

LOT 812

LOT 813

LOT 814

LOT 815

LOT 816

LOT 817

LOT 818

LOT 819

LOT 820

LOT 821

LOT 822

LOT 823

LOT 824

LOT 825

LOT 826

LOT 827

LOT 828

LOT 829

LOT 830

LOT 831

LOT 832

LOT 833

LOT 834

LOT 835

LOT 836

LOT 837

LOT 838

LOT 839

LOT 840

LOT 841

LOT 842

LOT 843

LOT 844

LOT 845

LOT 846

LOT 847

LOT 848

LOT 849

LOT 850

LOT 851

LOT 852

LOT 853

LOT 854

LOT 855

LOT 856

LOT 857

LOT 858

LOT 859

LOT 860

LOT 861

LOT 862

LOT 863

LOT 864

LOT 865

LOT 866

LOT 867

LOT 868

LOT 869

LOT 870

LOT 871

LOT 872

LOT 873

LOT 874

LOT 875

LOT 876

LOT 877

LOT 878

LOT 879

LOT 880

LOT 881

LOT 882

LOT 883

LOT 884

LOT 885

LOT 886

LOT 887

LOT 888

LOT 889

LOT 890

LOT 891

LOT 892

LOT 893

LOT 894

LOT 895

LOT 896

LOT 897

LOT 898

LOT 899

LOT 900

LOT 901

LOT 902

LOT 903

LOT 904

LOT 905

LOT 906

LOT 907

LOT 908

LOT 909

LOT 910

LOT 911

LOT 912

LOT 913

LOT 914

LOT 915

LOT 916

LOT 917

LOT 918

LOT 919

LOT 920

LOT 921

LOT 922

LOT 923

LOT 924

LOT 925

LOT 926

LOT 927

LOT 928

LOT 929

LOT 930

LOT 931

LOT 932

LOT 933

LOT 934

LOT 935

LOT 936

LOT 937

LOT 938

LOT 939

LOT 940

LOT 941

LOT 942

LOT 943

LOT 944

LOT 945

LOT 946

LOT 947

LOT 948

LOT 949

LOT 950

LOT 951

LOT 952

LOT 953

LOT 954

LOT 955

LOT 956

LOT 957

LOT 958

LOT 959

LOT 960

LOT 961

LOT 962

LOT 963

LOT 964

LOT 965

LOT 966

LOT 967

LOT 968

LOT 969

LOT 970

LOT 971

LOT 972

LOT 973

LOT 974

LOT 975

LOT 976

LOT 977

LOT 978

LOT 979

LOT 980

LOT 981

LOT 982

LOT 983

LOT 984

LOT 985

LOT 986

LOT 987

LOT 988

LOT 989

LOT 990

LOT 991

LOT 992

LOT 993

LOT 994

LOT 995

LOT 996

LOT 997

LOT 998

LOT 999

LOT 1000

LOT 1001

LOT 1002

LOT 1003

LOT 1004

LOT 1005

LOT 1006

LOT 1007

LOT 1008

LOT 1009

LOT 1010

LOT 1011

LOT 1012

LOT 1013

LOT 1014

LOT 1015

LOT 1016

LOT 1017

LOT 1018

LOT 1019

LOT 1020

LOT 1021

LOT 1022

LOT 1023

LOT 1024

LOT 1025

LOT 1026

LOT 1027

LOT 1028

LOT 1029

LOT 1030

LOT 1031

LOT 1032

LOT 1033

LOT 1034

LOT 1035

LOT 1036

LOT 1037

LOT 1038

LOT 1039

LOT 1040

LOT 1041

LOT 1042

LOT 1043

LOT 1044

LOT 1045

LOT 1046

LOT 1047

LOT 1048

LOT 1049

LOT 1050

LOT 1051

LOT 1052

LOT 1053

LOT 1054

LOT 1055

LOT 1056

LOT 1057

LOT 1058

LOT 1059

LOT 1060

LOT 1061

LOT 1062

LOT 1063

LOT 1064

LOT 1065

LOT 1066

LOT 1067

LOT 1068

LOT 1069

LOT 1070

LOT 1071

LOT 1072

LOT 1073

LOT 1074

LOT 1075

LOT 1076

LOT 1077

LOT 1078

LOT 1079

LOT 1080

LOT 1081

LOT 1082

LOT 1083

LOT 1084

LOT 1085

LOT 1086

LOT 1087

LOT 1088

LOT 1089

LOT 1090

LOT 1091

LOT 1092

LOT 1093

LOT 1094

LOT 1095

LOT 1096

LOT 1097

LOT 1098

LOT 1099

LOT 1100

LOT 1101

LOT 1102

LOT 1103

LOT 1104

LOT 1105

LOT 1106

LOT 1107

LOT 1108

LOT 1109

LOT 1110

LOT 1111

LOT 1112

LOT 1113

LOT 1114

LOT 1115

LOT 1116

LOT 1117

LOT 1118

LOT 1119

LOT 1120

LOT 1121

LOT 1122

LOT 1123

LOT 1124

LOT 1125

LOT 1126

LOT 1127

LOT 1128

LOT 1129

LOT 1130

LOT 1131

LOT 1132

LOT 1133

LOT 1134

LOT 1135

LOT 1136

LOT 1137

LOT 1138

LOT 1139

LOT 1140

LOT 1141

LOT 1142

LOT 1143

LOT 1144

LOT 1145

LOT 1146

LOT 1147

LOT 1148

LOT 1149

Drawing: C:\Users\yearhart\OneDrive\DTJ\Projects\Peak 8\Project Files\02_LandArch\05_Sheets\01_Preliminary Development\10X_Lot Coverage.dwg
Last Saved: December 23, 2024 3:52:06 PM by Yearhart
Last Plotted: 12/23/2024 4:06:04 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024



LANDSCAPE SITE LEGEND

PROPERTY LINE

SETBACK LINE

EASEMENT LINE

LOT COVERAGE DIAGRAM LEGEND

OPEN SPACE / PERMEABLE AREAS

HARDSCAPE AREAS

BUILDING AREAS

LOT COVERAGE SUMMARY

PEAK 8		
	SQ.FT	PERCENTAGE
OPEN SPACE/ PERMEABLE AREA	56,326 S.F.	31.0%
HARDSCAPE	53,720 S.F.	29.5%
BUILDING	71,879 S.F.	39.5%
TOTAL LOT AREA	181,925 S.F.	100%



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

THE IMPERIAL / PARCEL 4

1599 SKI HILL RD., BRECKENRIDGE, CO 80424

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

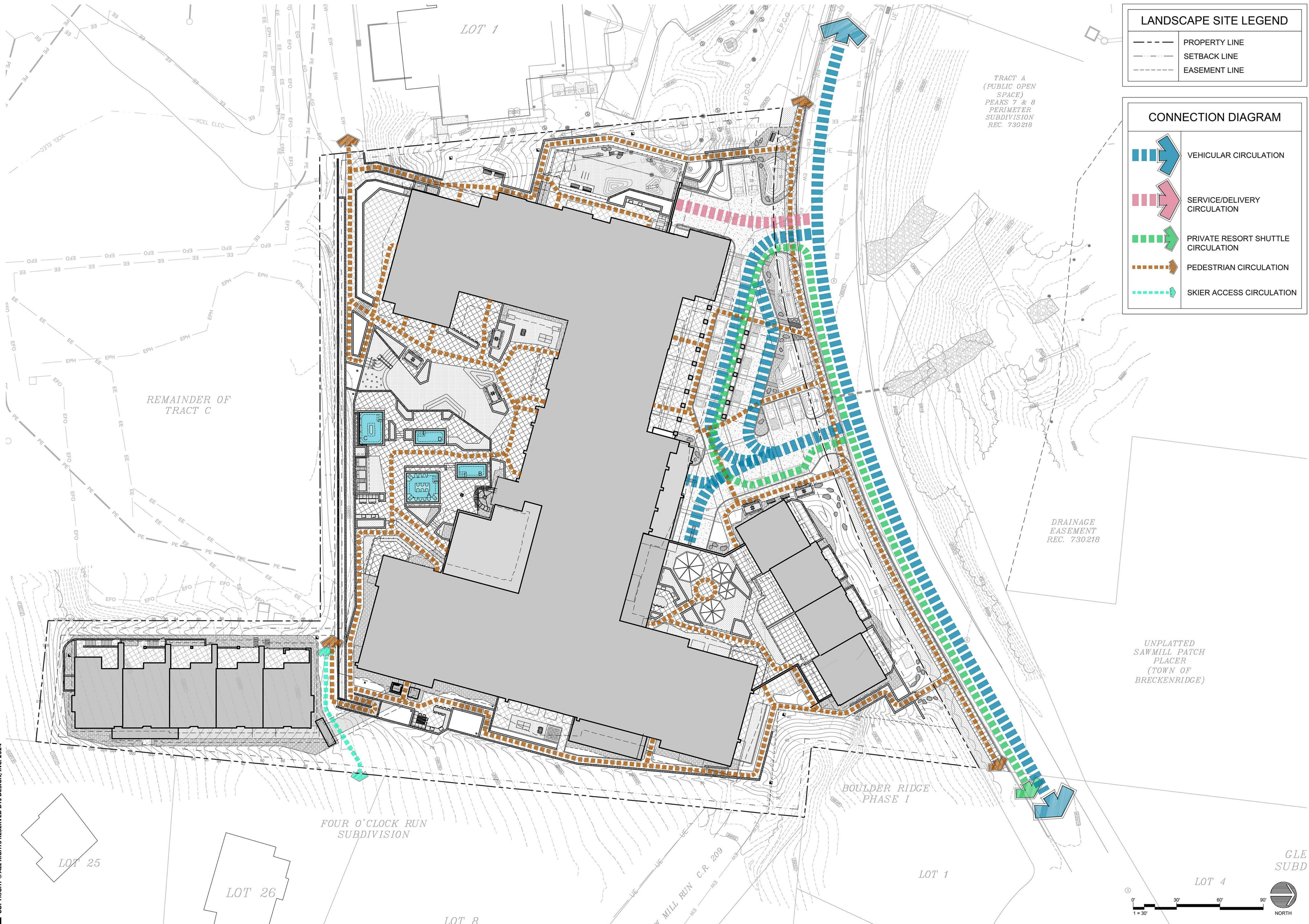
DRAWN BY: PM
CHECKED BY: ZE
PROJECT NO.: 2023024.40
ISSUE DATE: 10/29/2024
REVISIONS: 1 12/30/2024

SHEET TITLE:

LOT COVERAGE PLAN

SHEET NUMBER:

Drawing: C:\Users\yearhart\OneDrive\Projects\DTJ Design\Peak 8\Project Files\02_LandArch\05_Sheets\01_Preliminary Development\10x_Circulation.dwg
Last Saved: December 23, 2024 10:11:46 AM by PnaHoney
Last Plotted: 12/23/2024 4:06:50 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024



LANDSCAPE SITE LEGEND

	PROPERTY LINE
	SETBACK LINE
	EASEMENT LINE

CONNECTION DIAGRAM

	VEHICULAR CIRCULATION
	SERVICE/DELIVERY CIRCULATION
	PRIVATE RESORT SHUTTLE CIRCULATION
	PEDESTRIAN CIRCULATION
	SKIER ACCESS CIRCULATION



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

THE IMPERIAL / PARCEL 4

1599 SKI HILL RD., BRECKENRIDGE, CO 80424

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

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

SHEET TITLE:

OVERALL
CIRCULATION
PLAN

SHEET NUMBER:

L102

Drawing: C:\Users\yearhart\OneDrive\Documents\DTJ Design\Peak 8\Project Files\02_LandArch\05_Sheets\01_Preliminary Development\10x_Existing Tree Plan.dwg
Last Saved: December 23, 2024 4:04:11 PM by Yearhart
Last Plotted: 12/23/2024 4:07:06 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024

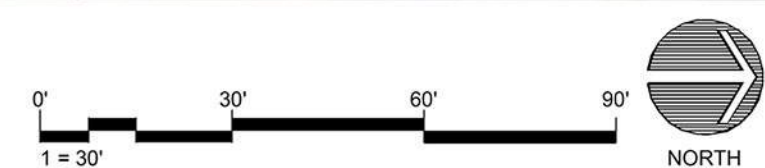


LANDSCAPE SITE LEGEND		
	PROPERTY LINE	
	SETBACK LINE	
	EASEMENT LINE	

EXISTING VEGETATION MANAGEMENT LEGEND		
EXISTING TREE MANAGEMENT LEGEND		
SYMBOL	CATEGORY	QTY.
	EXISTING TREE TO BE PRESERVED	4
TOTAL PRESERVED		4
	EXISTING TREE TO BE REMOVED	49
TOTAL REMOVED		49
	PROPOSED TREE	189
TOTAL ADDED		189
	FORESTED AREA PRESERVED	3,555 FT ² (.0816 ACRES)
TOTAL PRESERVED		3,555 FT ²
	FORESTED AREA REMOVED	28,998 FT ² (.666 ACRES)
TOTAL REMOVED		28,998 FT ²

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

UNPLATTED
SAWMILL PATCH
PLACER
(TOWN OF
BRECKENRIDGE)



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

www.dtjdesign.com

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

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

SHEET TITLE:
EXISTING TREE
MANAGEMENT
PLAN

SHEET NUMBER:

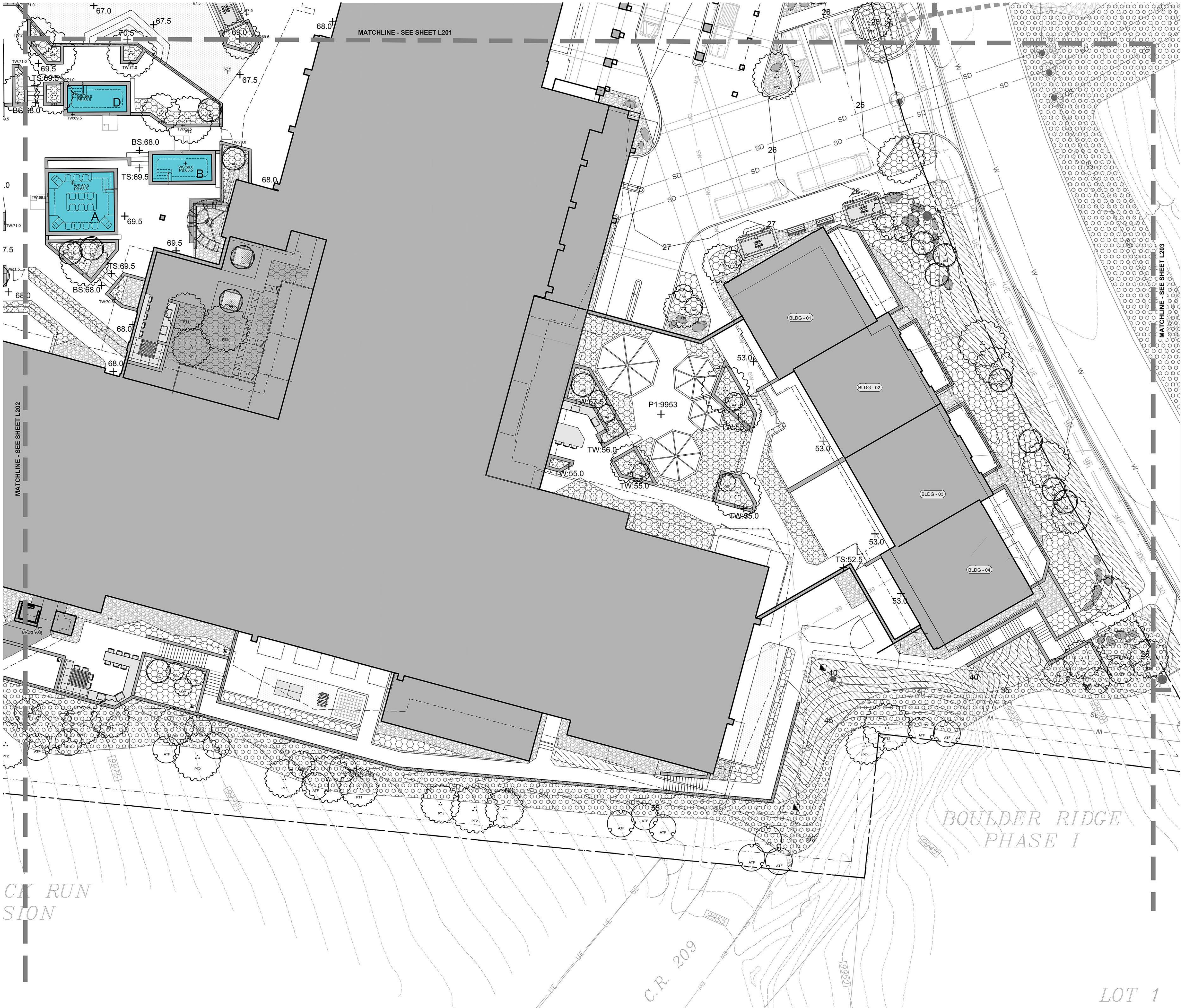


LANDSCAPE SITE LEGEND	
— — — — —	PROPERTY LINE
— —	SETBACK LINE
- - - - -	EASEMENT LINE

SITE WALL LEGEND	
	CIP CONCRETE CORE WALL WITH NATURAL THIN-CUT STONE VENEER + CUT STONE CAP   CHARACTER IMAGE BUILT IMAGE MOUNTAIN ASH THIN-CUT STONE VENEER BY GALLEGOS (#379W)  COLORADO BUFF SANDSTONE CAP
	PODIUM TOP-CIP CONCRETE/CMU CORE WALL WITH NATURAL THIN-CUT STONE VENEER + CUT STONE CAP   CHARACTER IMAGE BUILT IMAGE MOUNTAIN ASH THIN-CUT STONE VENEER BY GALLEGOS (#379W)  COLORADO BUFF SANDSTONE CAP
	CARVED & STAINED FAUX STONE SHORING WALL. STYLE AND COLORATION TO SIMULATE DRY STACKED BOULDER WALL  ESSEX LEDGER (#M18) BY BOULDERSCAPE

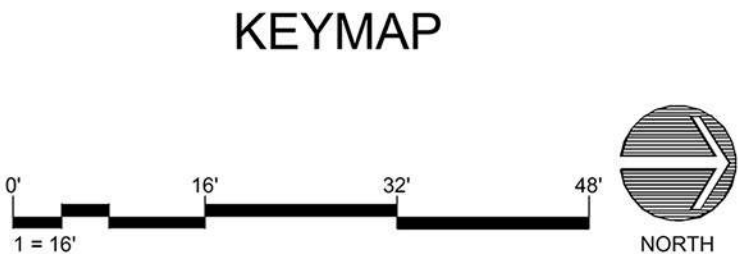
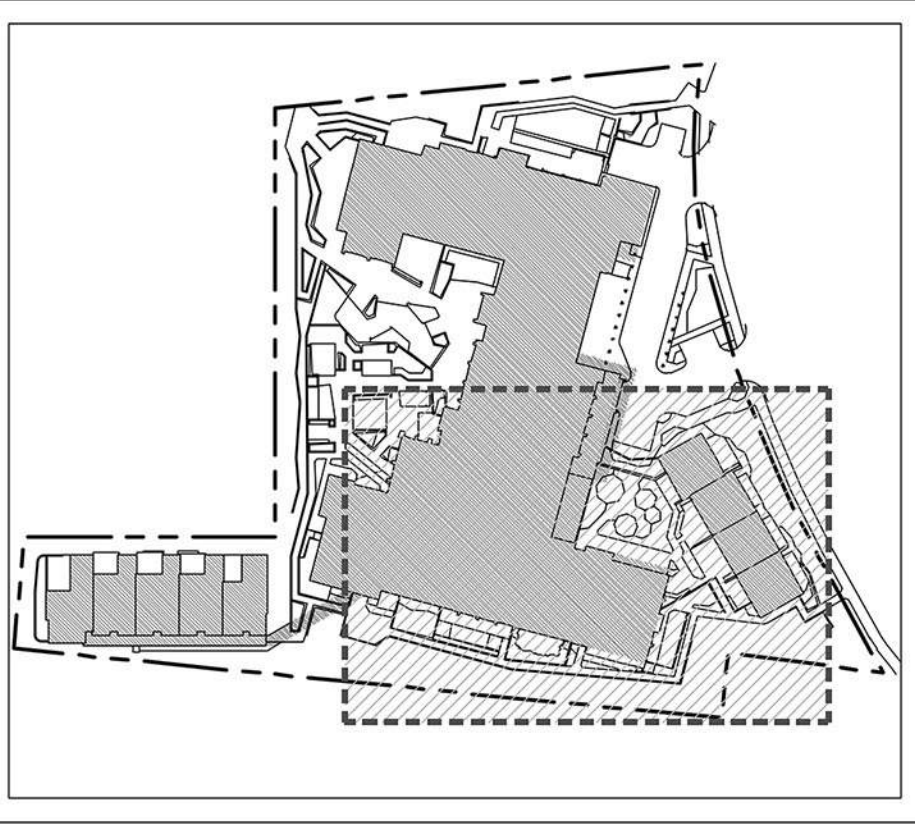
Drawing: C:\Users\zeahart\Documents\DTJ\Design\Peak 8\Project Files\02_LandArch\05_Sheets\01_Preliminary Development\10X-Wall Diagram.dwg
Last Saved: December 23, 2024 4:02:36 PM by Zeahart
Last Plotted: 2024/12/23 4:11:38 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024

C:\Users\yearhart\OneDrive\DTJ\Design\Peak 8\Project Files\02_LandArch\05_Sheets\01_Preliminary Development\L200_Planting Plan.dwg
Last Saved: December 23, 2024 3:56:12 PM by Yearhart
Last Plotted: 12/23/2024 4:10:03 PM
DTJ DESIGN, INC. 2024



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

PLANTING LEGEND	
DECIDUOUS TREES	CODE Latin name Common name
	AA <i>Amelanchier alnifolia</i> Saskatoon Serviceberry
	AG <i>Acer glabrum</i> Rocky Mountain Maple
	ATF <i>Alnus tenuifolia</i> Thin-leaf Alder
	PT1 <i>Populus tremuloides</i> Quaking Aspen
	PT2 <i>Populus tremuloides</i> Quaking Aspen
EVERGREEN TREES	CODE Latin name Common name
	PM1 <i>Pseudotsuga menziesii</i> Douglas Fir
	PM2 <i>Pseudotsuga menziesii</i> Douglas Fir
	PP1 <i>Picea pungens</i> Colorado Spruce
	PP2 <i>Picea pungens</i> Colorado Spruce
	PP3 <i>Picea pungens</i> Colorado Spruce
SEED MIX	CODE Common name
	Shrub/Perennial/Omnamental Grasses
	Native Restoration Seed Mix
	Enhanced Native Seed Mix
NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION	



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

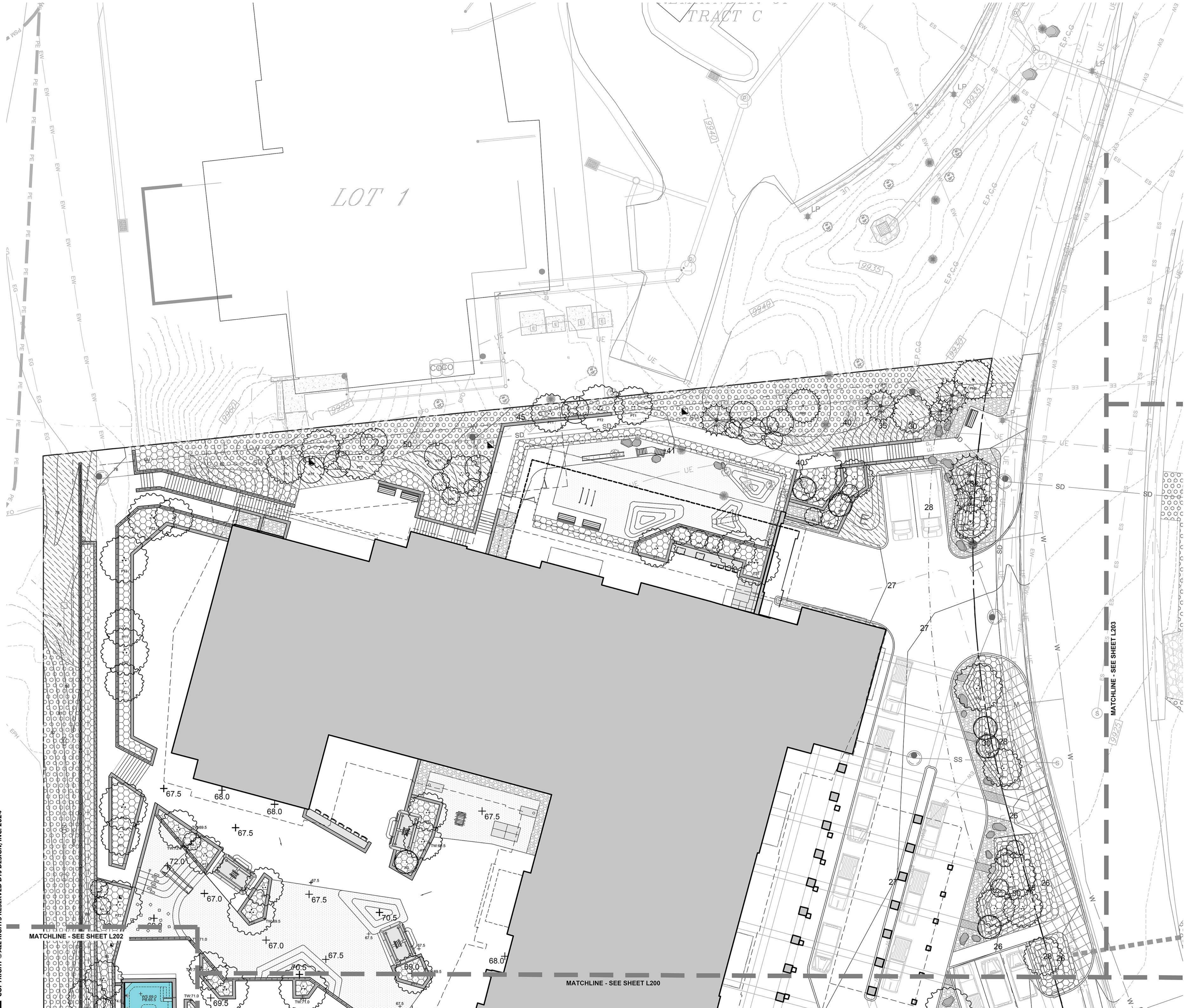
THE IMPERIAL / PARCEL 4
1599 SKI HILL RD., BRECKENRIDGE, CO 80424
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

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

SHEET TITLE:
PLANTING PLAN
SHEET NUMBER:

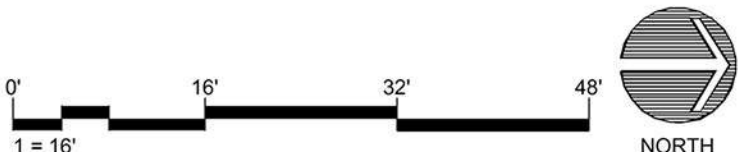
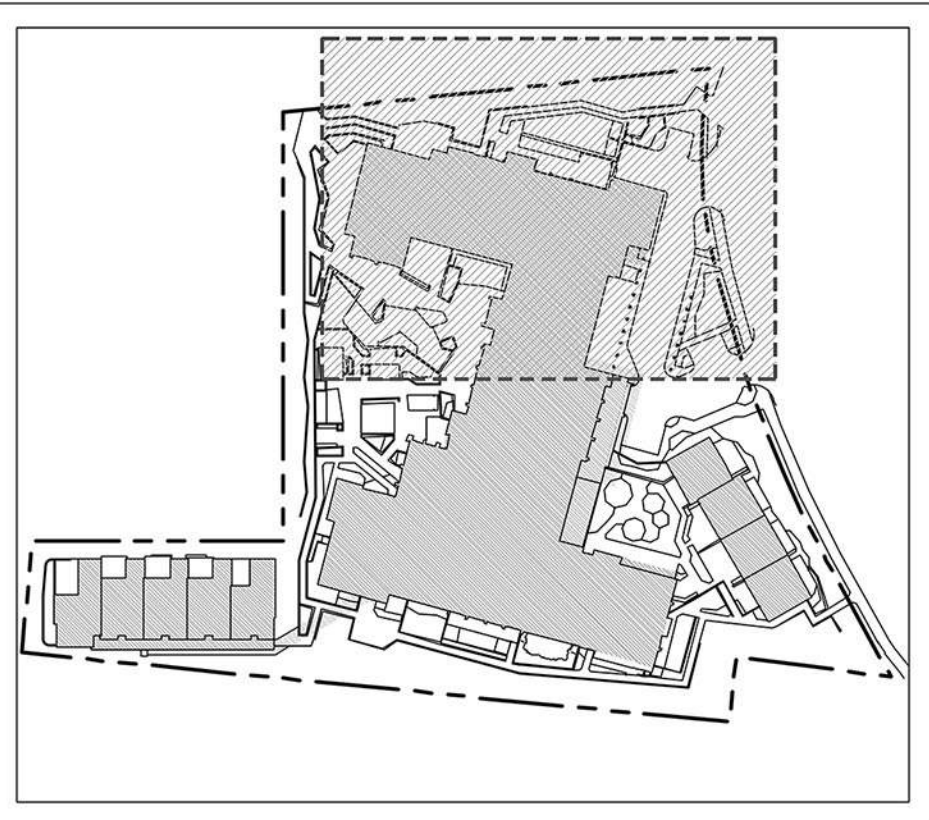
L200

Drawing: C:\Users\zeahart\OneDrive\Documents\DTJ Design\Peak 8\Project Files\02_LandArch\05_Sheets\01_Preliminary Development\L20X-Planting Plan.dwg
Last Saved: December 23, 2024 3:56:12 PM by Zeahart
Last Plotted: 12/23/2024 4:08:39 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024



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

PLANTING LEGEND	
DECIDUOUS TREES	CODE Latin name Common name
	AA <i>Amelanchier alnifolia</i> Saskatoon Serviceberry
	AG <i>Acer glabrum</i> Rocky Mountain Maple
	ATF <i>Alnus tenuifolia</i> Thin-leaf Alder
	PT1 <i>Populus tremuloides</i> Quaking Aspen
	PT2 <i>Populus tremuloides</i> Quaking Aspen
EVERGREEN TREES	CODE Latin name Common name
	PM1 <i>Pseudotsuga menziesii</i> Douglas Fir
	PM2 <i>Pseudotsuga menziesii</i> Douglas Fir
	PP1 <i>Picea pungens</i> Colorado Spruce
	PP2 <i>Picea pungens</i> Colorado Spruce
	PP3 <i>Picea pungens</i> Colorado Spruce
SEED MIX	CODE Common name
	Shrub/Perennial/Ornamental Grasses
	Native Restoration Seed Mix
	Enhanced Native Seed Mix
NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION	



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

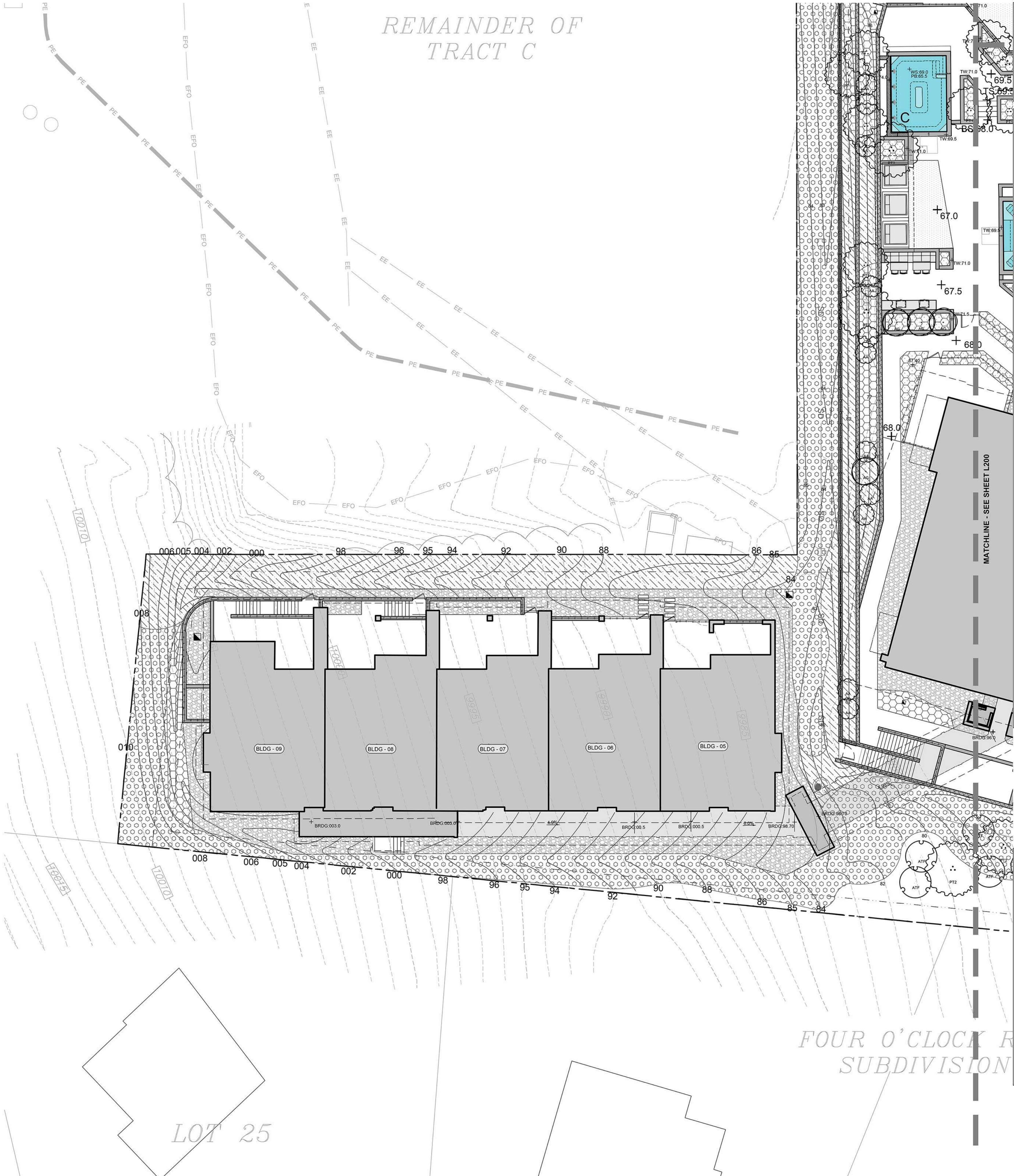
THE IMPERIAL / PARCEL 4
1599 SKI HILL RD., BRECKENRIDGE, CO 80424
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

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

SHEET TITLE:
PLANTING PLAN
SHEET NUMBER:

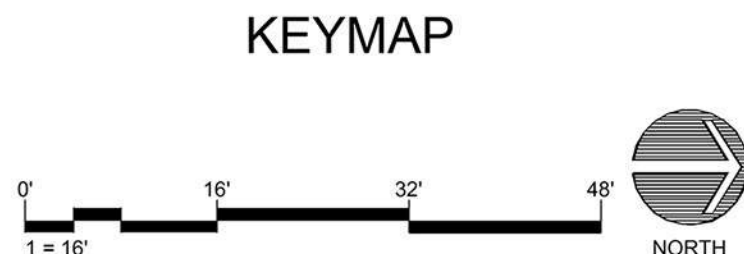
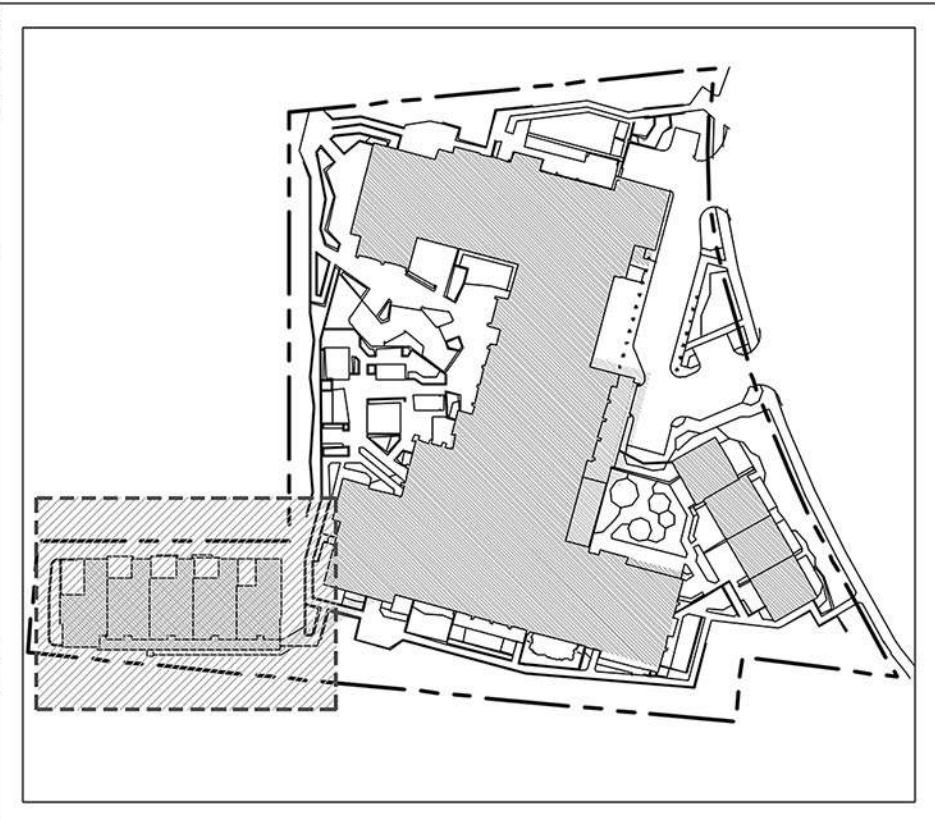
L201

Drawing: C:\Users\zeahart\Documents\DTJ\Design\Peak 8\Project Files\02_LandArch\05_Sheets\01_Preliminary Development\L20X-Planting Plan.dwg
Last Saved: December 23, 2024 3:56:12 PM by Zeahart
Last Plotted: 12/23/2024 4:12:14 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024



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

PLANTING LEGEND	
DECIDUOUS TREES	CODE Latin name Common name
	AA <i>Amelanchier alnifolia</i> Saskatoon Serviceberry
	AG <i>Acer glabrum</i> Rocky Mountain Maple
	ATF <i>Alnus tenuifolia</i> Thin-leaf Alder
	PT1 <i>Populus tremuloides</i> Quaking Aspen
	PT2 <i>Populus tremuloides</i> Quaking Aspen
EVERGREEN TREES	CODE Latin name Common name
	PM1 <i>Pseudotsuga menziesii</i> Douglas Fir
	PM2 <i>Pseudotsuga menziesii</i> Douglas Fir
	PP1 <i>Picea pungens</i> Colorado Spruce
	PP2 <i>Picea pungens</i> Colorado Spruce
	PP3 <i>Picea pungens</i> Colorado Spruce
SEED MIX	CODE Common name
	Shrub/Perennial/Ornamental Grasses
	Native Restoration Seed Mix
	Enhanced Native Seed Mix
NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION	



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

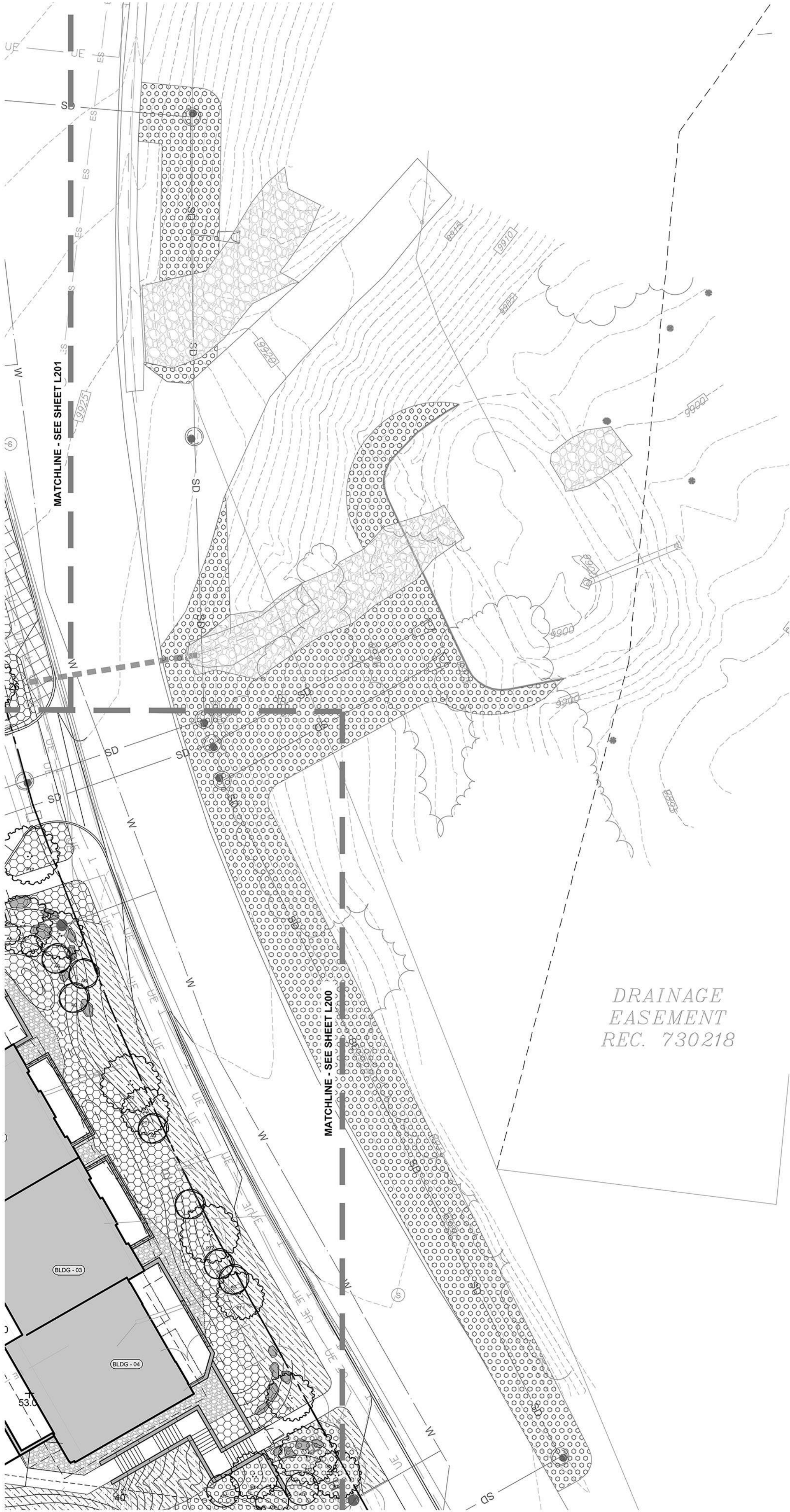
THE IMPERIAL / PARCEL 4
1599 SKI HILL RD., BRECKENRIDGE, CO 80424
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

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

SHEET TITLE:
PLANTING PLAN
SHEET NUMBER:

L202

C:\Users\zeahart\OneDrive\Documents\DTJ Design\Peak 8\Project Files\02_LandArch\05_Sheets\01_Preliminary Development\L20X-Planting Plan.dwg
Last Saved: December 23, 2024 3:56:12 PM by Zeahart
Last Plotted: 12/23/2024 4:02:14 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024



LANDSCAPE LEGEND

--- MATCH LINE (SEE KEYMAP)

- - - PROPERTY LINE

- . . . SETBACK LINE

PLANTING LEGEND

DECIDUOUS TREES	CODE Latin name Common name
	AA <i>Amelanchier alnifolia</i> Saskatoon Serviceberry
	AG <i>Acer glabrum</i> Rocky Mountain Maple
	ATF <i>Alnus tenuifolia</i> Thin-leaf Alder
	PT1 <i>Populus tremuloides</i> Quaking Aspen
	PT2 <i>Populus tremuloides</i> Quaking Aspen
EVERGREEN TREES	CODE Latin name Common name
	PM1 <i>Pseudotsuga menziesii</i> Douglas Fir
	PM2 <i>Pseudotsuga menziesii</i> Douglas Fir
	PP1 <i>Picea pungens</i> Colorado Spruce
	PP2 <i>Picea pungens</i> Colorado Spruce
	PP3 <i>Picea pungens</i> Colorado Spruce
SEED MIX	CODE Common name
	Shrub/Perennial/Ornamental Grasses
	Native Restoration Seed Mix
	Enhanced Native Seed Mix

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

KEYMAP

0' 30' 60' 90'

1" = 30'

NORTH

DRAWN BY: PM

CHECKED BY: ZE

PROJECT NO.: 2023024.40

ISSUE DATE: 10/29/2024

REVISIONS: 1 12/30/2024

SHEET TITLE:

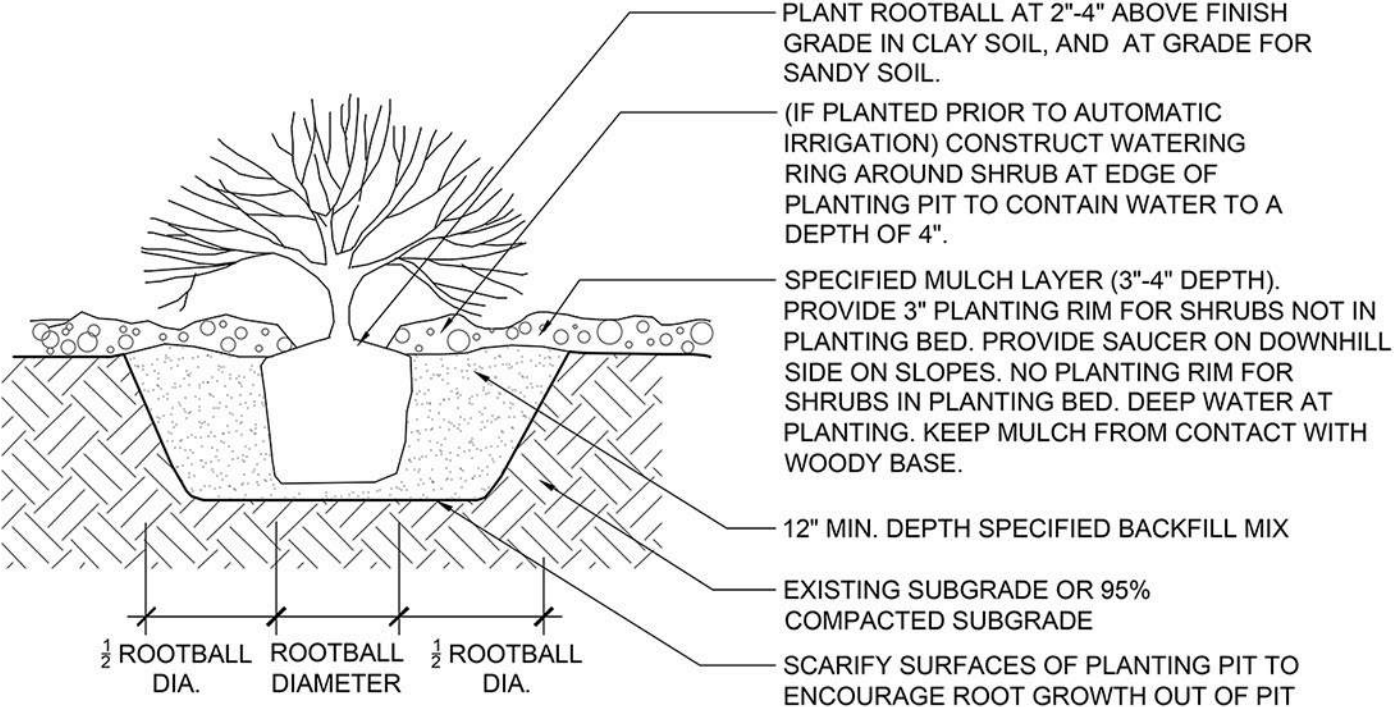
PLANTING PLAN

SHEET NUMBER:

L203

Drawing: C:\Users\yearhart\Documents\DTJ Design\Peak 8\Project Files\02_LandArch\05_Sheets\01_Preliminary Development\L20X_Planting Plan.dwg
Last Saved: December 23, 2024 3:56:12 PM by Zeahrt
Last Plotted 12/23/2024 4:10:40 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024

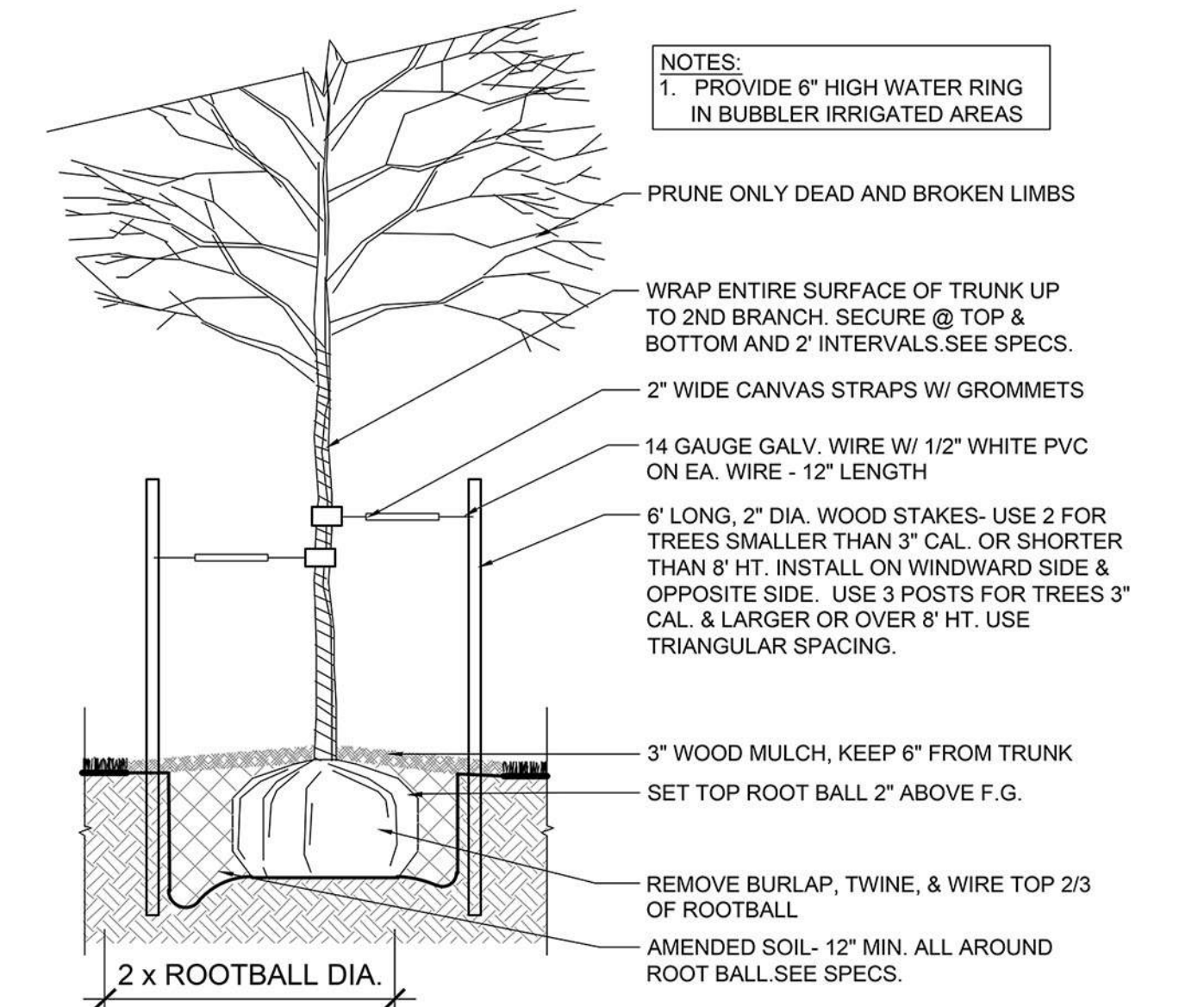
NOTES:
1. SEE PLANTING PLANS AND PLANT SCHEDULES FOR SHRUB LOCATION & TYPE. SEE PLANTING NOTES FOR ADDITIONAL INFORMATION.
2. ALL FINAL GRADING AND TOP SOILING SHALL BE COMPLETE PRIOR TO SHRUB PLANTING.
3. SEE PLANTING PLANS FOR SURFACE TREATMENT / FINISH. DO NOT PLANT UNTIL FINAL GRADES HAVE BEEN PROVIDED.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



3 L203 SECTION

SHRUB & PERENNIAL PLANTING

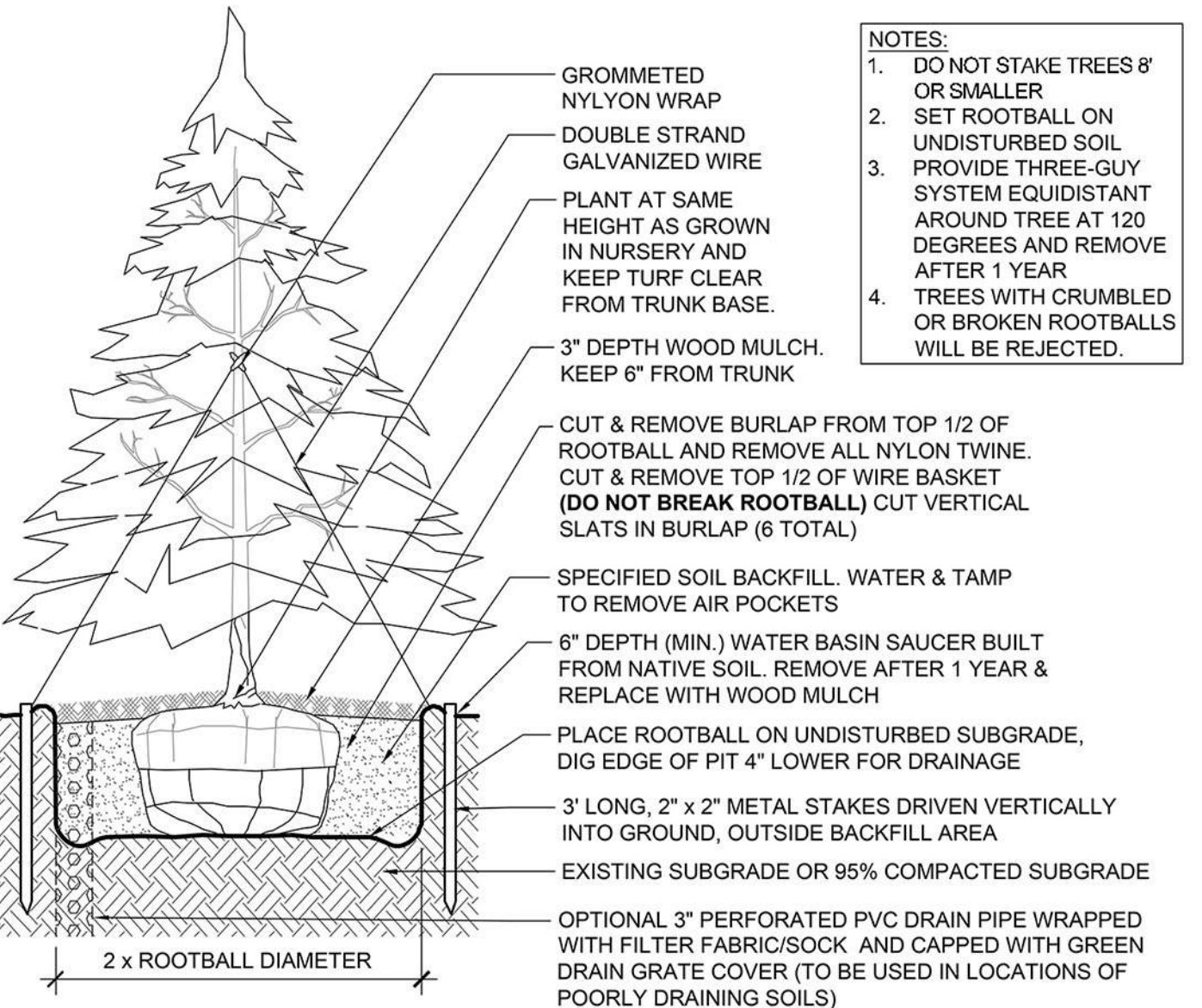
N.T.S.



2 L203 SECTION

DECIDUOUS TREE PLANTING

N.T.S.



1 L203 SECTION

EVERGREEN TREE PLANTING

N.T.S.

LANDSCAPE PLANTING NOTES

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDSCAPE IRRIGATION APPROACH NOTES

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

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

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

REVEGETATION NOTES

ENHANCED NATIVE RESTORATION MIX

- 60% NATIVE SHORT DRY GRASS MIX @2 LBS/1000 SF:

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

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

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

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

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

NATIVE RESTORATION MIX

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

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

PERENNIAL PLANT MATRICES

PERENNIAL MATRIX- 1

40% (AC): *AQUILEGIA CAERULEA*, COLUMBINE;
15% (GR): *GERANIUM RICHARDSONII*,
RICHARDSON'S GERANIUM
15% (IMR): *IRIS MISSOURIENSIS* ROCKY MOUNTAIN,
ROCKY MOUNTAIN IRIS
30% (LA): *LUPINUS ARGENTEUS*, SILVERY LUPINE

PERENNIAL MATRIX- 2

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

PERENNIAL MATRIX- 3

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

PLANT SCHEDULE									
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY	NOTES	
	AA	AMELANCHIER ALNIFOLIA SASKATOON SERVICEBERRY					43	ALL TO BE MULTI-STEM	
	AG	ACER GLABRUM ROCKY MOUNTAIN MAPLE	N/A	MULTI-TRUNK	B & B	6' HT.	23	ALL TO BE MULTI-STEM	
	ATF	ALNUS TENUIFOLIA THIN-LEAF ALDER	N/A	MULTI-TRUNK	B & B	6' HT.	31	ALL TO BE MULTI-STEM	
	PT1	POPULUS TREMULOIDES QUAKING ASPEN 3 CANE MINIMUM	2" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	10'-12' HT	49	50% MIN. TO BE MULTI-STEM	
	PT2	POPULUS TREMULOIDES QUAKING ASPEN	3" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	12'-15' HT	32	50% MIN. TO BE MULTI-STEM	
EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY		
	PM1	PSEUDOTSUGA MENZIESII DOUGLAS FIR	N/A		B & B	8' HT	2		
	PM2	PSEUDOTSUGA MENZIESII DOUGLAS FIR	N/A		B & B	10' HT	1		
	PP1	PICEA PUNGENS COLORADO SPRUCE	N/A		B & B	6' HT	1		
	PP2	PICEA PUNGENS COLORADO SPRUCE	N/A		B & B	8' HT	4		
	PP3	PICEA PUNGENS COLORADO SPRUCE	N/A		B & B	10' HT	1		
DECIDUOUS SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY		
	BG	BETULA GLANDULOSA BOG BIRCH	3-5 GAL.	4' O.C.					
	CAS	CARAGANA ARBORESCENS SIBERIAN PEASHRUB	3-5 GAL.	8' O.C.					
	CS	CHRYSOETHAMNUS SPP. RABBITBRUSH	3-5 GAL.	5' O.C.					
	CSC	CORNUS SERICEA COLORADENSIS COLORADO DOGWOOD	3-5 GAL.	5-6' O.C.					
	PFC	POTENTILLA FRUTICOSA POTENTILLA	3-5 GAL.	3' O.C.					
	PTT	PURSHIA TRIDENTATA ANTELOPE BITTERBRUSH	3-5 GAL.	6' O.C.					
	RA	RIBES ALPINUM ALPINE CURRANT	3-5 GAL.	4' O.C.					
	RW	ROSA WOODSII WOODS ROSE	3-5 GAL.	3' O.C.					
	SC	SHEPHERDIA CANADENSIS CANADA BUFFALOBERRY	3-5 GAL.	3' O.C.					
	SM	SALIX MONTICOLA YELLOW MOUNTAIN WILLOW	3-5 GAL.	8' O.C.					
	SO	SYMPHORICARPOS OREOPHILUS MOUNTAIN SNOWBERRY	3-5 GAL.	3' O.C.					
EVERGREEN SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY		
	AU	ARCTOSTAPHYLOS UVA-URSI KINNIKINNICK	3-5 GAL.	3' O.C.					
	JC	JUNIPERUS COMMUNIS COMMON JUNIPER	3-5 GAL.	4' O.C.					
	MR	MAHONIA REPENS CREEPING OREGON GRAPE	3-5 GAL.	3' O.C.					
	PPM	PICEA PUNGENS MESA VERDE MESA VERDE COLORADO SPRUCE	3-5 GAL.	3" O.C.					
ORNAMENTAL GRASSES	CODE	DESCRIPTION	CONT	SPACING			QTY		
	BGB	BOUTELOUA GRACILIS BLONDE AMBITION BLONDE AMBITION BLUE GRAMA	1 GAL.	2.5' O.C.					
	DC	DESCHAMPSIA CESPITOSA TUFTED HAIR GRASS	1 GAL.	18" O.C.					
	FIS	FESTUCA IDAHOENSIS SISKIYOU BLUE SISKIYOU BLUE FESCUE	1 GAL.	15" O.C.					

PLANTING COVERAGE MIXES

	SHRUB/ORN. GRASS/PERENNIAL AREAS	13,564 SF
	NATIVE RESTORATION NATIVE SHORT GRASS SEED MIX	22,375 SF
	ENHANCED NATIVE NATIVE GRASS & PERENNIALS SEED MIX	10,101 SF



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

www.dtjdesign.com

THE IMPERIAL / PARCEL 4

1599 SKI HILL RD., BRECKENRIDGE, CO 80424

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

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

SHEET TITLE:

PLANT SCHEDULE

SHEET NUMBER:

L204

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

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

SHEET TITLE:

ILLUSTRATIVE

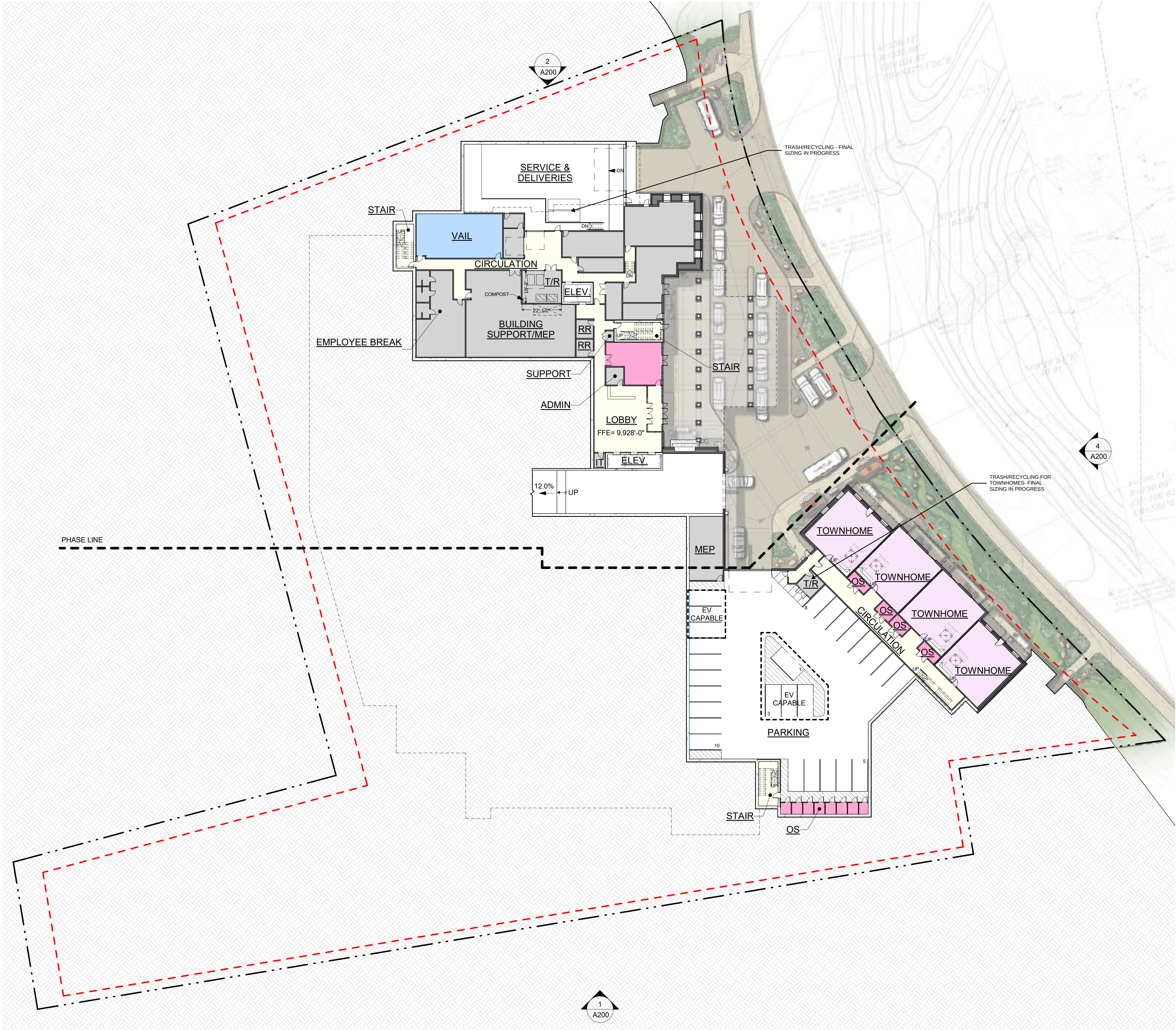
SHEET NUMBER:

L300



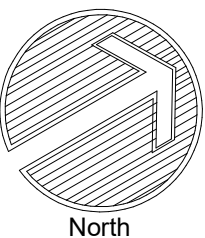
KEY:

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



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

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



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

NOT FOR CONSTRUCTION

DRAWN BY: DTJ
CHECKED BY: DTJ
PROJECT NO: 2023024.40
ISSUE DATE: 11/01/2024
REVISIONS: 12/30/2024

SHEET TITLE:

P3 FLOOR PLAN

SHEET NUMBER:

A100

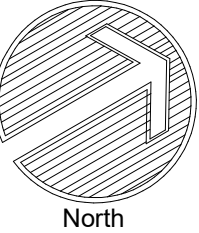
KEY:

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



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

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



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

www.dtjdesign.com

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

NOT FOR CONSTRUCTION

DRAWN BY: DTJ
CHECKED BY: DTJ
PROJECT NO: 2023024.40
ISSUE DATE: 11/01/2024
REVISIONS: 12/30/2024

SHEET TITLE:

P2 FLOOR PLAN

SHEET NUMBER:

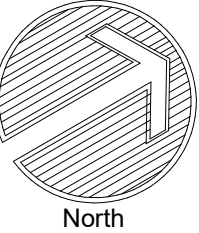
A101

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



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

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



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

NOT FOR CONSTRUCTION

DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2023024.40
ISSUE DATE:	11/01/2024
REVISIONS:	12/30/2024

SHEET TITLE:

P1 FLOOR PLAN

SHEET NUMBER:

A102

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



North

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

NOT FOR CONSTRUCTION

DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2023024.40
ISSUE DATE:	11/01/2024
REVISIONS:	12/30/2024

SHEET TITLE:

LEVEL 1 PLAN

SHEET NUMBER:

A103

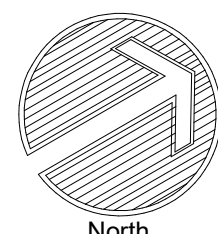
KEY:

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



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

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



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

NOT FOR CONSTRUCTION

DRAWN BY: DTJ
CHECKED BY: DTJ
PROJECT NO: 2023024.40
ISSUE DATE: 11/01/2024
REVISIONS: 12/30/2024

SHEET TITLE:

LEVEL 2 PLAN

SHEET NUMBER:

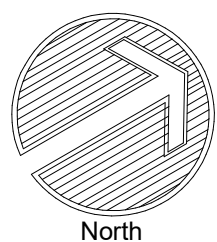
A104

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



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

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



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

DTJ DESIGN, Inc.
3101 Iris Avenue, Ste. 130
BOULDER, CO 80301
T 303.443.7533
www.dtdesign.com

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

NOT FOR CONSTRUCTION

DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2023024.40
ISSUE DATE:	11/01/2024
REVISIONS:	12/30/2024

SHEET TITLE:

LEVEL 3 PLAN

SHEET NUMBER:

A105

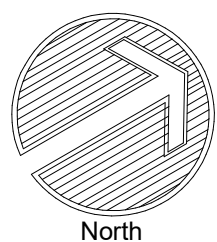
Page 57 of 181

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



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

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



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

NOT FOR CONSTRUCTION

DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2023024.40
ISSUE DATE:	11/01/2024
REVISIONS:	12/30/2024

SHEET TITLE:

LEVEL 4 PLAN

SHEET NUMBER:

A106

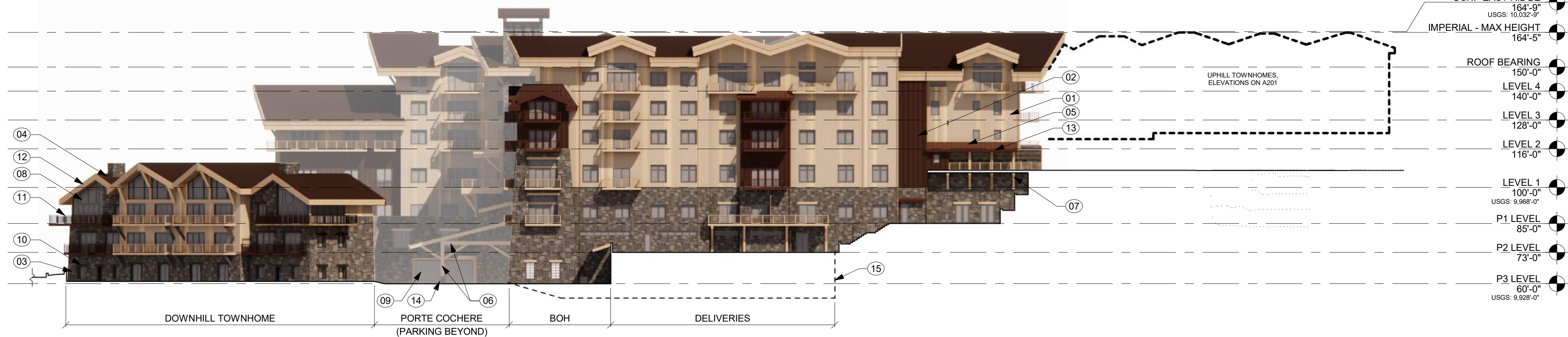
Drawing:Autodesk Docs://Peak 8/20230224.40-Peak 8.rvt
Last Saved: 12/23/2024 3:59:24 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024



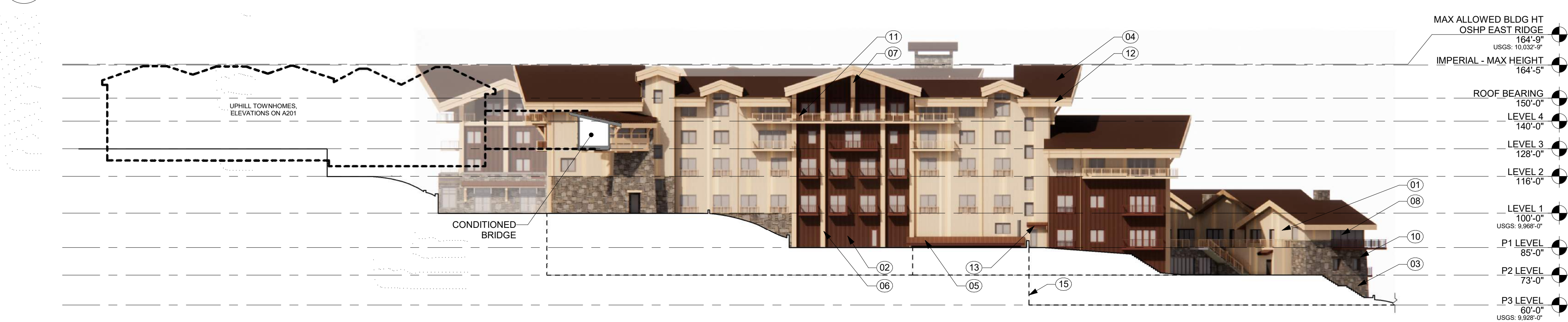
4 NORTH ELEVATION
SCALE: 1" = 30'-0"



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



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

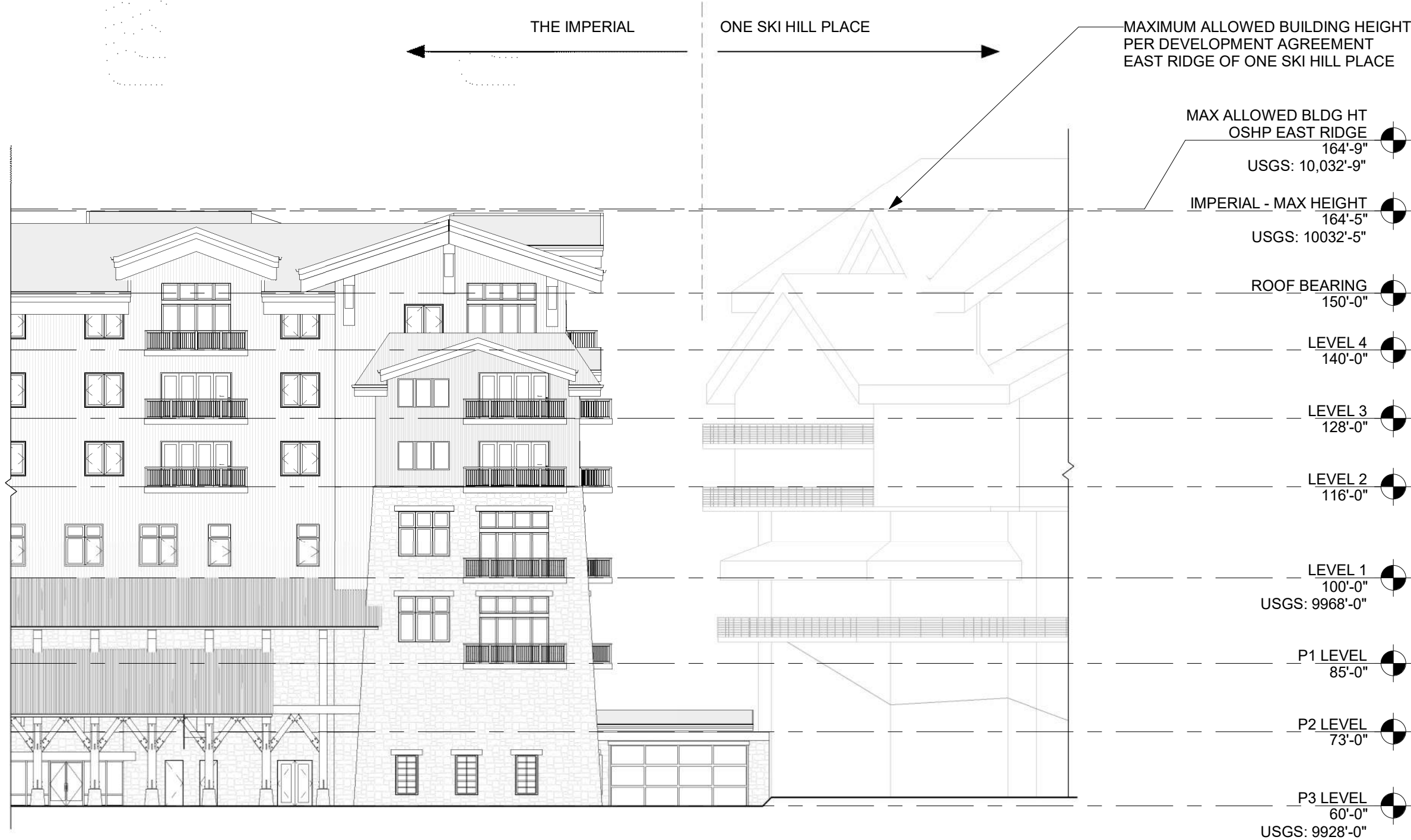


1 EAST ELEVATION
SCALE: 1" = 30'-0"

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

ELEVATION KEYNOTES	
01	VERTICAL WOOD-TONED NATURAL FIBER CORE SIDING
02	VERTICAL CORRUGATED METAL SIDING
03	NATURAL STONE SIDING
04	STANDING SEAM METAL ROOF
05	CORRUGATED METAL ROOF
06	HEAVY TIMBERS
07	WOOD KICKER
08	STOREFRONT GLAZING
09	SECTIONAL GARAGE DOOR
10	WOOD HEADER
11	METAL RAILING
12	BUILT-UP FASCIA - COLOR 1
13	BUILT-UP FASCIA - COLOR 2
14	STONE COLUMN BASE
15	BUILDING EXTENTS BEYOND
16	BREAK METAL

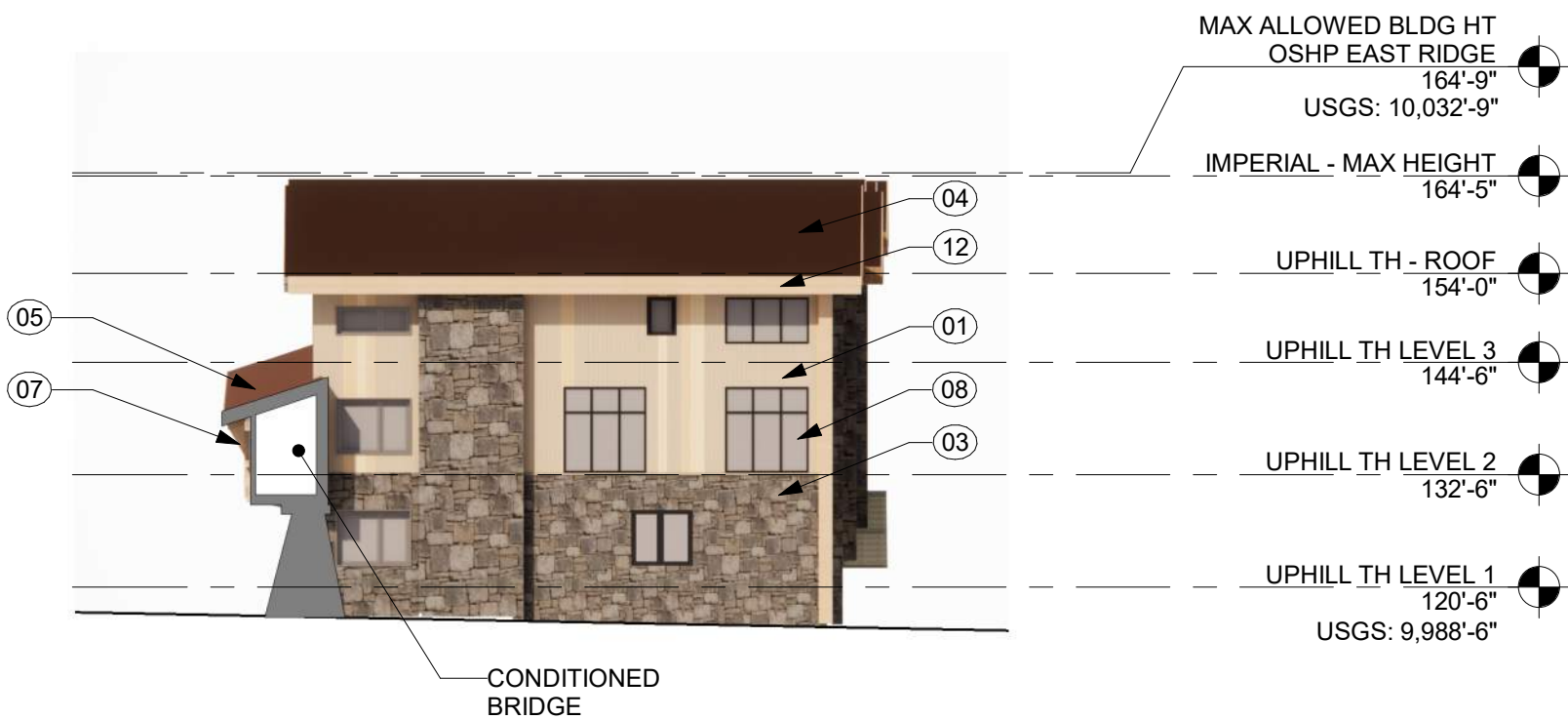
Drawing:Autodesk Docs://Peak 6/2023024.40-Peak 6.rvt
Last Saved: 12/23/2024 3:59:47 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024



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



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



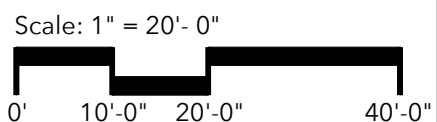
3
A201
NORTH UPHILL TOWNHOME ELEVATION
SCALE: 1" = 20'-0"



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



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



ELEVATION KEYNOTES

01	VERTICAL WOOD-TONED NATURAL FIBER CORE SIDING
02	VERTICAL CORRUGATED METAL SIDING
03	NATURAL STONE SIDING
04	STANDING SEAM METAL ROOF
05	CORRUGATED METAL ROOF
06	HEAVY TIMBERS
07	WOOD KICKER
08	STOREFRONT GLAZING
09	SECTIONAL GARAGE DOOR
10	WOOD HEADER
11	METAL RAILING
12	BUILT-UP FASCIA - COLOR 1
13	BUILT-UP FASCIA - COLOR 2
14	STONE COLUMN BASE
15	BUILDING EXTENTS BEYOND
16	BREAK METAL



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

www.dtjdesign.com

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

NOT FOR CONSTRUCTION

DRAWN BY: DTJ
CHECKED BY: DTJ
PROJECT NO: 2023024.40
ISSUE DATE: 11/01/2024
REVISIONS: 12/30/2024

SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

A201



PERSPECTIVE #04 - LOOKING SOUTHEAST FROM SKI HILL ROAD



PERSPECTIVE #03 - LOOKING WEST FROM SKI HILL ROAD



PERSPECTIVE #02 - LOOKING NORTHEAST



PERSPECTIVE #01 - LOOKING NORTHWEST TOWARDS ONE SKI HILL PLACE

NOT FOR CONSTRUCTION

DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2023024.40
ISSUE DATE:	11/01/2024
REVISIONS:	12/30/2024

SHEET TITLE:

SITE PANORAMIC
PHOTOS

SHEET NUMBER:

A900



PERSPECTIVE #01



PERSPECTIVE #02

Drawing:Autodesk Docs://Peak 6/2023024.40-Peak 6.rvt
Last Saved: 12/23/2024 3:55:03 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024

DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2023024.40
ISSUE DATE:	11/01/2024
REVISIONS:	12/30/2024



PERSPECTIVE #03



PERSPECTIVE #04



PERSPECTIVE #05

NOT FOR CONSTRUCTION

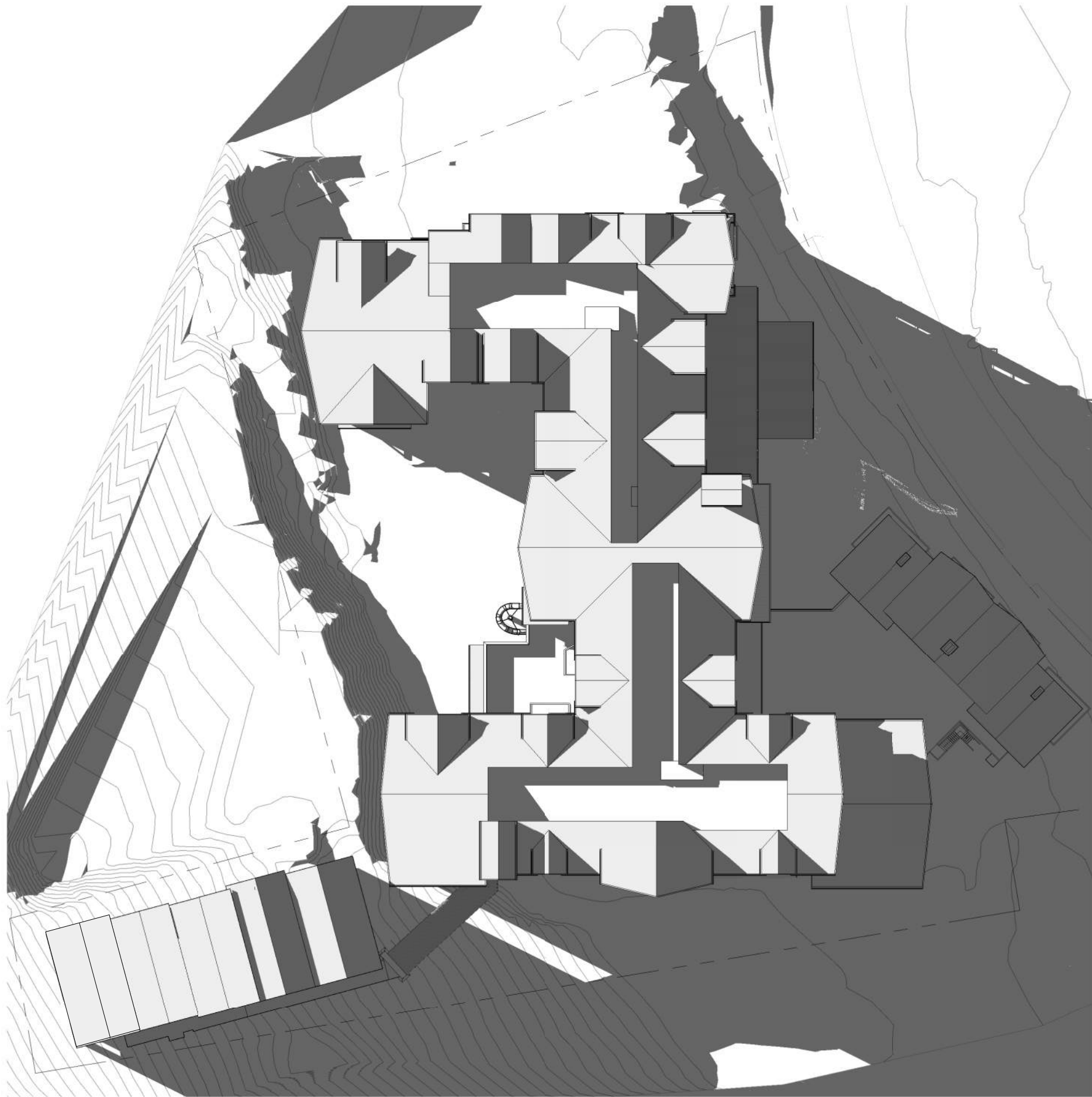
DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2023024.40
ISSUE DATE:	11/01/2024
REVISIONS:	12/30/2024

SHEET TITLE:

BUILDING
PERSPECTIVES

SHEET NUMBER:

A902



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



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



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



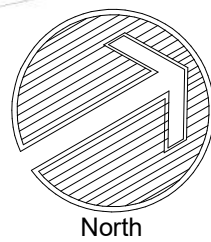
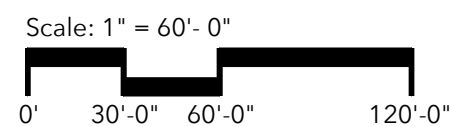
5
A903
DECEMBER 21, 2 PM
SCALE: 1" = 60'-0"



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



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



NOT FOR CONSTRUCTION

DRAWN BY: DTJ
CHECKED BY: DTJ
PROJECT NO: 2023024.40
ISSUE DATE: 11/01/2024
REVISIONS: 12/30/2024

SHEET TITLE:

SOLAR STUDIES

SHEET NUMBER:

A903



1331127

Taryn Power - Summit County Recorder

93 Pages

05/24/2024 10:45 AM

DF: \$0.00

"Attachment A":

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

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE 1 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

1.5 Landowner Cooperation and Consent.

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

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

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

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

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

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

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

ARTICLE 2 COMMITMENTS (PUBLIC BENEFITS)

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

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

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

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

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

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

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

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

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

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

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

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

2.7 Cucumber Gulch Improvements.

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

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

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

ARTICLE 3 GONDOLA LOT MASTER PLAN AMENDMENT

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

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

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

(a) Parcel 1: 0.0 SFEs

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

(c) Parcel 3: Up to 30.0 SFEs.

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

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

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

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

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

ARTICLE 4 PEAK 7 & 8 MASTER PLAN AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Parcel 5; and

(b) Parcel 6.

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

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

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

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

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

ARTICLE 5

PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 PARCEL 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7

PARCEL 3

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8

PARCEL 4

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

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

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

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

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

(d) Building Height

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9

PARCEL 5

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

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

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

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

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

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

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

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

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

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

ARTICLE 10

PARCEL 6

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11

PARCEL 7

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

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

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

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

ARTICLE 12 VESTED PROPERTY RIGHTS

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

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

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

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

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

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

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

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

ARTICLE 13 DEFAULT AND REMEDIES

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

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

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

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

13.2 Remedies.

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

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

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

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

ARTICLE 14

RESPONSIBILITIES OF THE TOWN

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

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

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

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

ARTICLE 15 MANDATORY PROVISIONS

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

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

15.2 Successors and Assigns; Binding Effect; Recording.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 MISCELLANEOUS

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

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

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

If to the Town:

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

With a required copy to:

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

If to Gondola Properties:

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

With a required copy to:

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

If to BGV Entrada:

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

With a required copy to:

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

If to VSRI:

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

If to LC Breckenridge:

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

With required copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

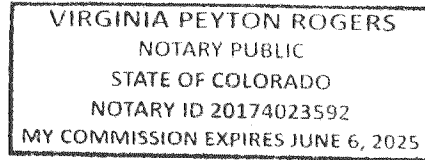
16.13 Venue and Choice of Law; Waiver of Right to Jury Trial; Construction. Venue will be in the district court for the State of Colorado, Summit County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, each Party hereby waives any and all right to request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

[SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

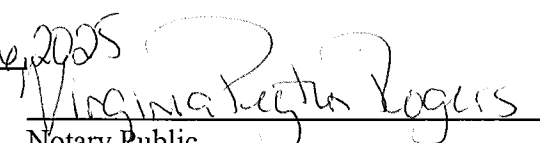
By: 
Shannon Haynes, Manager

STATE OF Colorado)
COUNTY OF Summit) SS:

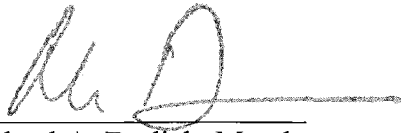


The foregoing instrument was acknowledged before me this 23rd day of May, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: June 6, 2025

Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

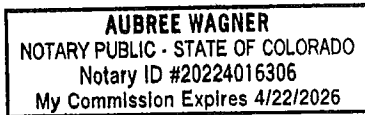
By: 
Michael A. Dudick, Member

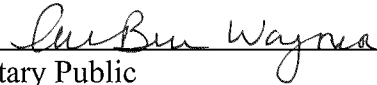
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

GONDOLA PROPERTIES, LLC,
a Colorado limited liability company

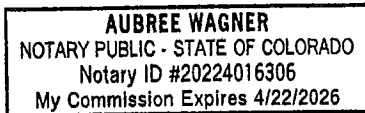
By: 
Michael A. Dudick, Member

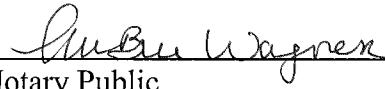
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

LC BRECKENRIDGE HOLDCO, LLC
a Colorado limited liability company

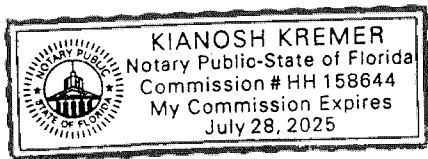
By: [Signature]
Name: Jordan Suppan
Title: Authorized Signatory

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

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

Witness my hand and official seal.

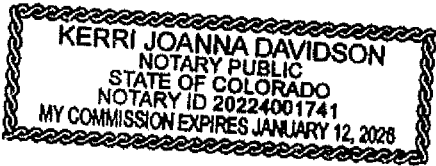
My commission expires: July 28, 2025



[Signature]
Notary Public

VAIL SUMMIT RESORTS, INC.
a Colorado corporation

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



STATE OF CO)
COUNTY OF Denver) ss:

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

Witness my hand and official seal.

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

Exhibit 1
[Parcel 1 Legal Description]

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

Exhibit 2
[Parcel 2 Legal Description]

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

Exhibit 3
[Parcel 3 Legal Description]

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

Exhibit 4
[Parcel 4 Legal Description]

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

Exhibit 5
[Parcel 5 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

Exhibit 6
[Parcel 6 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

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

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

Exhibit 7
[Parcel 7 Legal Description]

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

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
_____, Town Manager

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[INSERT]

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

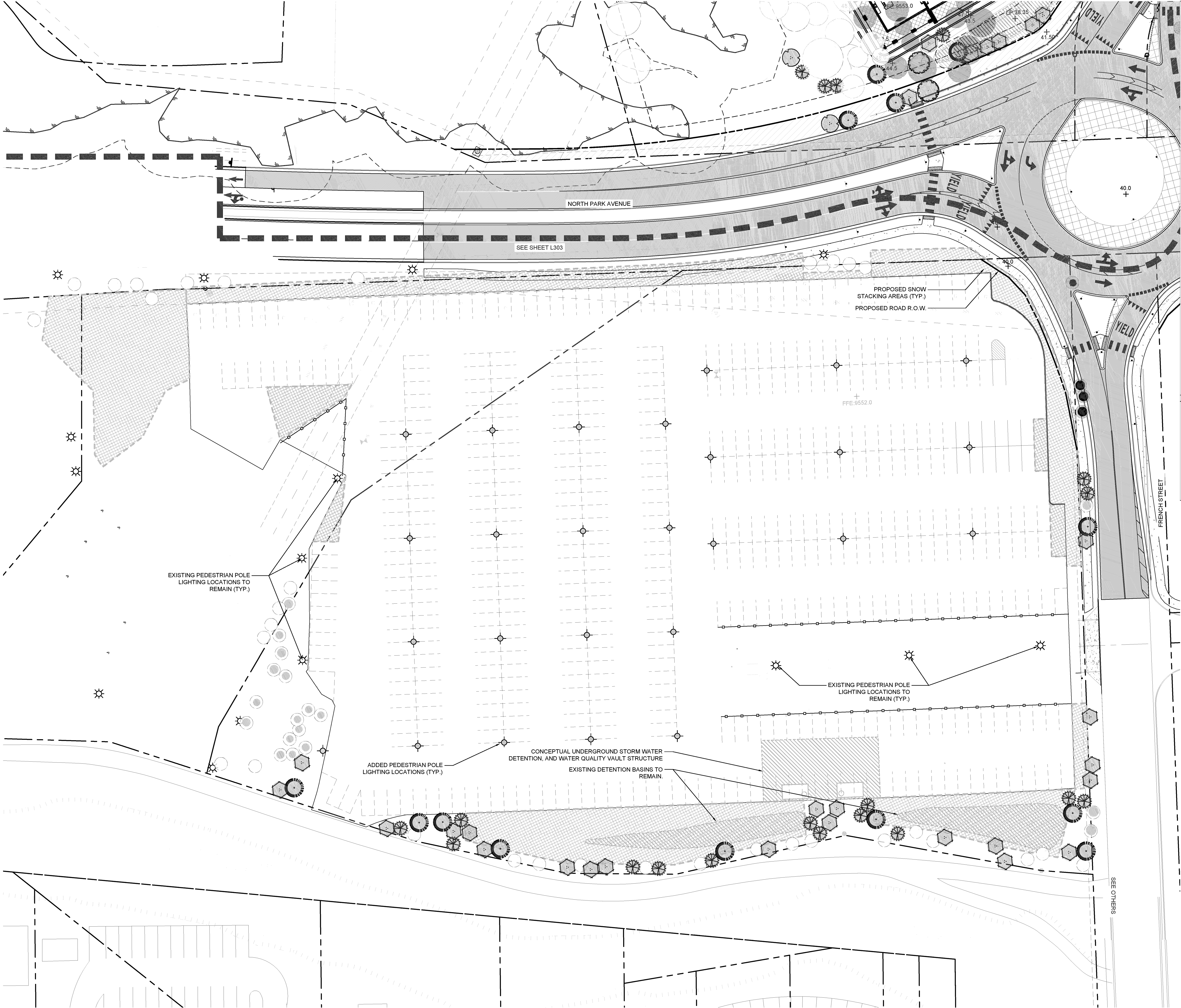
Legal Description of the Sending Parcel

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

Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]

Drawing: UA2019024 Breckenridge Gondola Lot Dev05 CAD 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
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2022



LANDSCAPE LEGEND

PROPERTY LINE

SETBACK LINE

LOT SUBDIVISION LINE

ASSUMED EXISTING TREES LOCATION

TREE LEGEND

TYPE

NARROW LEAF COTTONWOOD

QUAKING ASPEN

RIVER BIRCH

COLORADO SPRUCE

DOUGLAS FIR

TREE REMOVAL AND REPLACEMENT LEGEND

CATEGORY

EXISTING TREE TO BE PRESERVED

EXISTING TREE TO BE REMOVED

TREE REPLACEMENT/ADDED

TOTAL PRESERVED

TOTAL REMOVED

TOTAL REPLACE/ADD

NOTES

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

dtj

DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

NORTH GONDOLA LOT & GOLD RUSH LOTS

355 N. PARK AVE. BRECKENRIDGE, CO

NOT FOR CONSTRUCTION

DRAWN BY: ZE/TJ

CHECKED BY: DTJ

PROJECT NO.: 2019026

ISSUE DATE: 03/15/2024

REVISIONS:

SHEET TITLE:

NORTH GONDOLA LOT SITE+PLANTING PLAN

SHEET NUMBER:

L303

Page 118 of 181

Exhibit 10
[Parcel 2 Concept Plan]

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

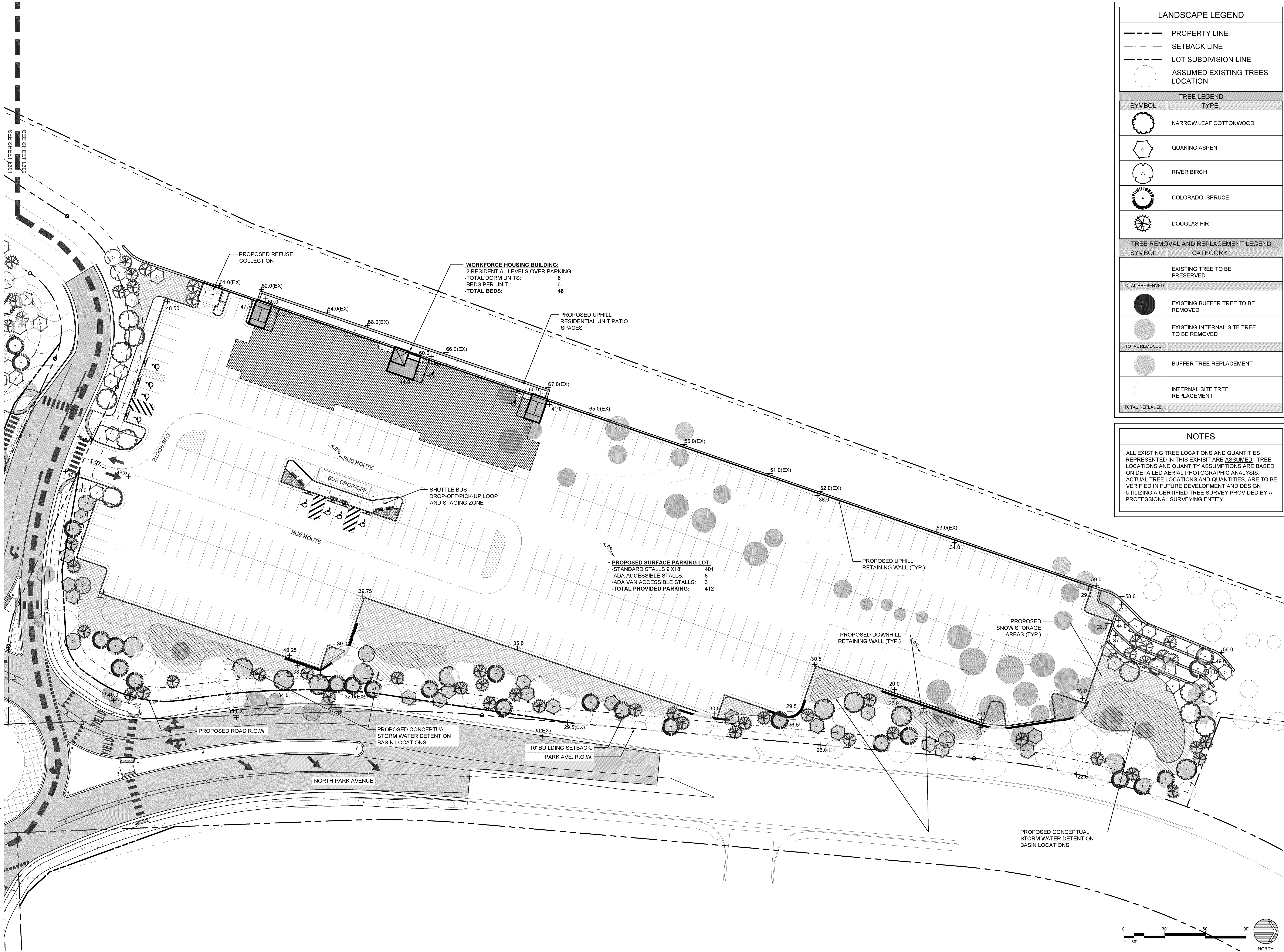


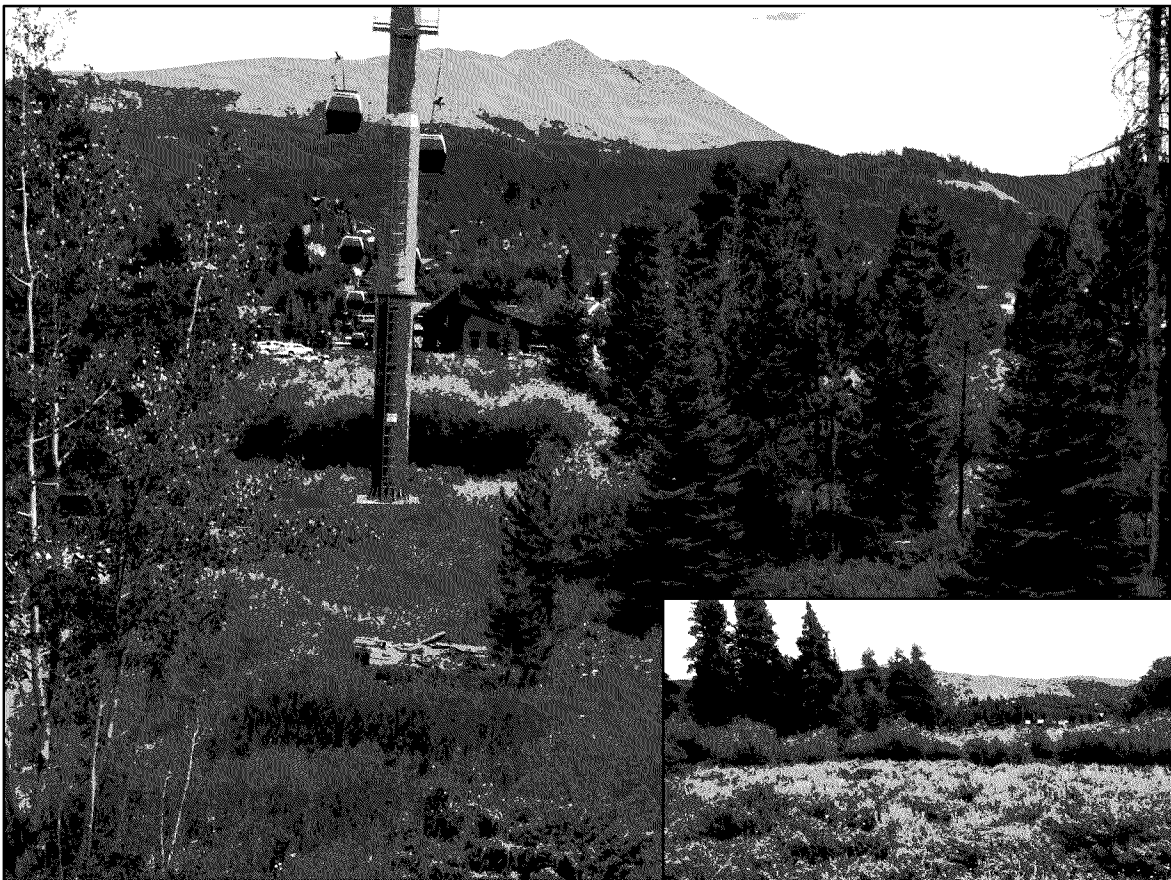
Exhibit 11
[Wetlands Report]

Alpine Ecological Resources, LLC

Gold Rush Lots Wetland Technical Report

Breckenridge, Colorado

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



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

Gold Rush Lots

Wetland Technical Report

Table of Contents

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

List of Figures

Figure 1—Site Location Map

Figure 2—Wetlands and Other Water Features

Gold Rush Lots

Wetland Technical Report

List of Tables

Table 1 – Permanent Wetland Impacts (p.10)

Appendices

Appendix A – Wetland Determination Data Forms

Appendix B – Site Photographs

Appendix C – Site Plan and Wetland Disturbance

Abbreviations and Acronyms

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

Gold Rush Lots

Wetland Technical Report

1.0 Introduction

1.1 Purpose of This Report

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

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

1.2 Project Description

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

Gold Rush Lots

Wetland Technical Report

2.0 Site Description

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

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

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

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

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

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

Gold Rush Lots

Wetland Technical Report

3.0 Methods

3.1 Literature Review

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

3.2 Field Data Collection

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

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

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

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

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

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

Gold Rush Lots

Wetland Technical Report

3.3 Mapping

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

3.4 Wetland Classification

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

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

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

3.5 Wetland Functional Assessment

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

Gold Rush Lots

Wetland Technical Report

4.0 Wetlands

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

4.1 Vegetation

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

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

4.2 Hydrology

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

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

4.3 Soils

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

Gold Rush Lots

Wetland Technical Report

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

4.4 Wetland Functional Condition

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

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

Gold Rush Lots

Wetland Technical Report

5.0 Other Water Features

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

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

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

Gold Rush Lots

Wetland Technical Report

6.0 Proposed Impacts

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

Table 1: Permanent Wetland Impacts

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

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

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

Gold Rush Lots

Wetland Technical Report

7.0 Proposed Mitigation

7.1 Wetland Mitigation

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

The 0.10 acre of wetlands lost have been compensated for by purchasing 0.2 credits (2:1 ratio) from the recently approved Colorado Western Slope In-Lieu Fee (ILF) Program, which is sponsored by the National Forest Foundation (NFF) and approved for use in Summit County by the USACE. The ILF was formally approved in 2020 and began releasing credits for projects seeking compensatory wetland mitigation credits in Summit County in 2022. Additional information about the program can be found on the Corps' Regulatory In-Lieu Fee and Bank Tracking Information System website:
https://ribits.ops.usace.army.mil/ords/f?p=107:378::NO::P378_PROGRAM_ID:2808.

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

7.2 Wetland Setback Mitigation

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

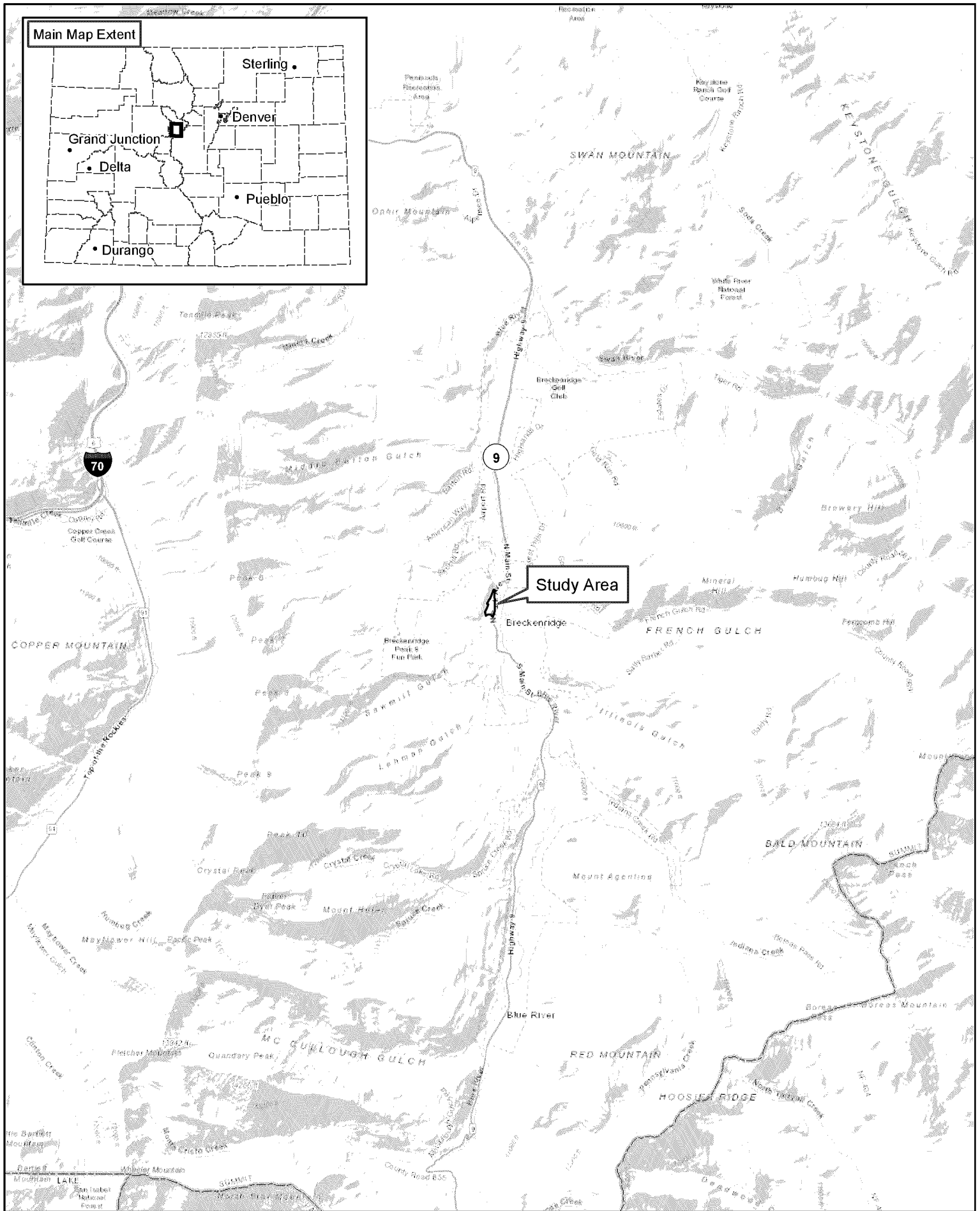
The project would also temporarily impact a portion of the wetland setback adjacent to the wetlands impacted by the widening of North Park Avenue. This setback area will be revegetated with a native seed mix after construction.

Gold Rush Lots

Wetland Technical Report

8.0 Literature Cited

- Brinson, M. 1993. *A Hydrogeomorphic Classification for Wetlands*. Technical Report WRP-DE-4, US Army Engineer Waterways Experiment Station. Vicksburg, MS.
- Chapman, S.S., Griffith, G.E., Omernik, J.M., Price, A.B., Freeouf, J., and Schrupp, D.L., 2006. *Ecoregions of Colorado* (color poster with map, descriptive text, summary tables, and photographs): Reston, Virginia, U.S. Geological Survey (map scale 1:1,200,000).
- Federal Geographic Data Committee (FGDC). 2013. *Classification of Wetlands and Deepwater Habitats of the United States*. FGDC-STD-004-2013. Second Edition. Wetlands Subcommittee, Federal Geographic Data Committee and US Fish and Wildlife Service, Washington, DC.
- Johnson, B., Beardsley, M., and Doran, J. 2013. *The Functional Assessment of Colorado Wetlands (FACWet) Method*. Version 3.0. Prepared for the Colorado Department of Transportation DTD Applied Research and Innovation Branch. April.
- Natural Resources Conservation Service (NRCS). 2006. *Land Resource Regions and Major Land Resource Areas of the United States, the Caribbean, and the Pacific Basin*. United States Department of Agriculture Handbook 296.
- Natural Resources Conservation Service (NRCS). 2023a. *Web Soil Survey*, Website: <http://websoilsurvey.nrcs.usda.gov>.
- Natural Resources Conservation Service (NRCS). 2023b. *PLANTS Database*, Website: <http://plants.usda.gov/plants/index.html>.
- US Army Corps of Engineers (USACE). 2010. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region*. ERDC/EL TR-10-3. May.
- US Army Corps of Engineers (USACE). 2020. *National Wetland Plant List*, version 3.3. http://wetland-plants.usace.army.mil/nwpl_static/v33/home/home.html.
- US Fish and Wildlife Service (USFWS). 2023. *Wetlands Mapper*, version 2: <https://www.fws.gov/wetlands/data/mapper.HTML>.

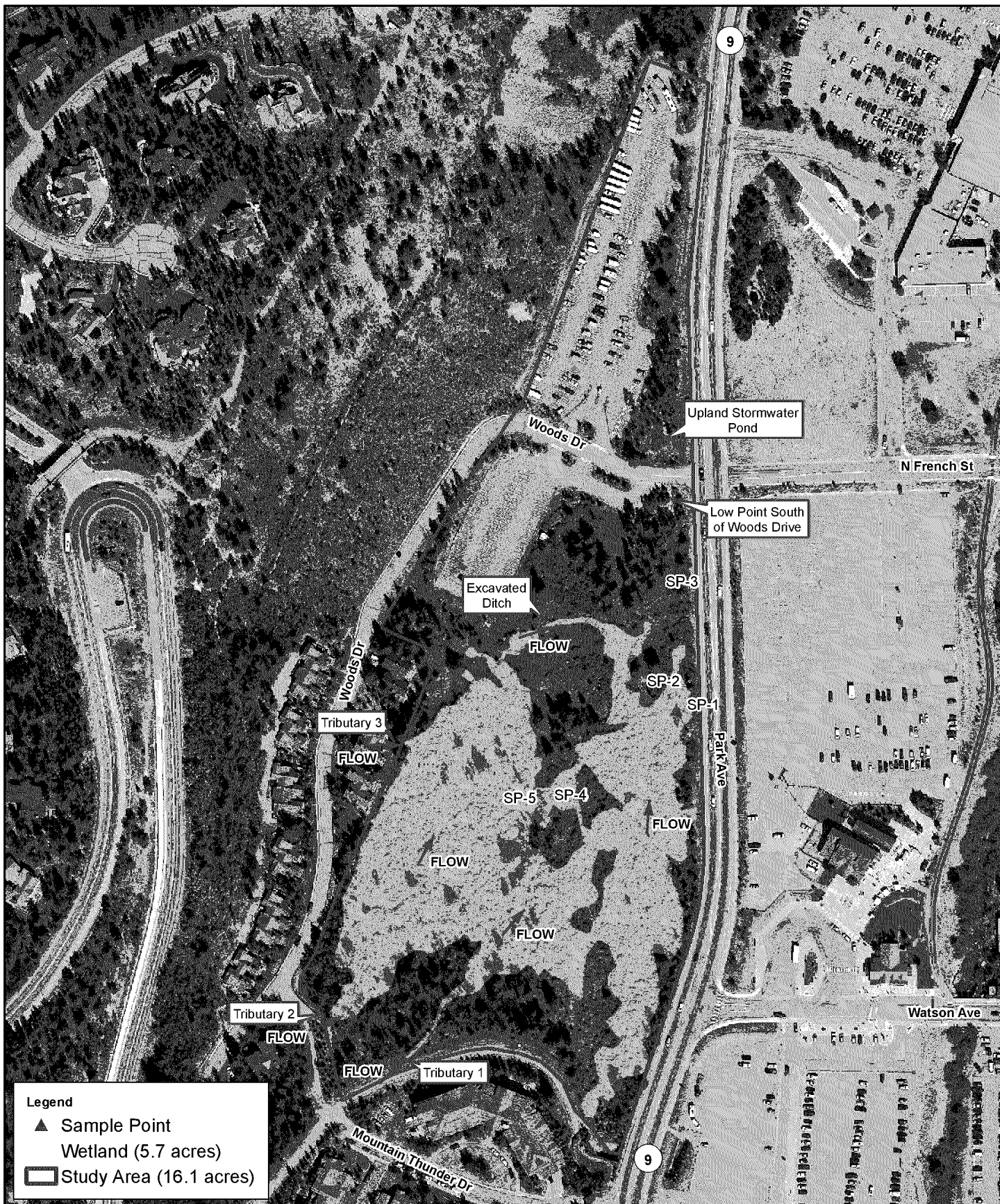


0 0.5 1 2 3 Miles

Gold Rush Parking Lot

Figure 1
Site Location Map

07/19/2021



08/13/2020

Gold Rush Parking Lot

Figure 2
Wetlands and Other
Water Features

Appendix A

Wetland Determination Data Forms

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
---	---

Project/Site: <u>Gold Rush Lots</u>	City/County: <u>Breckenridge/Summit</u>	Sampling Date: <u>8/17/16</u>
Applicant/Owner: <u>Breckenridge Grand Vacations</u>	State: <u>CO</u>	Sampling Point: <u>SP1</u>
Investigator(s): <u>Andy Herb</u>	Section, Township, Range: <u>S31, T7S, R77W</u>	
Landform (hillside, terrace, etc.): <u>Slope</u>	Local relief (concave, convex, none): <u>concave</u>	Slope (%): <u>1 to 2</u>
Subregion (LRR): <u>LRR E, MLRA 48A</u>	Lat: <u>39.485950</u>	Long: <u>-106.048847</u>
Datum: <u>WGS84</u>		
Soil Map Unit Name: <u>Grenadier gravelly loam, 0 to 6 percent slopes</u>		NWI classification: <u>PSS</u>
Are climatic / hydrologic conditions on the site typical for this time of year? Yes <u>X</u> No <u> </u> (If no, explain in Remarks.)		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No <u> </u>		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> naturally problematic? (If needed, explain any answers in Remarks.)		

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

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

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1.					Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
2.																					
3.																					
4.																					
			=Total Cover																		
Sapling/Shrub Stratum	(Plot size: <u>15-ft radius</u>)																				
1.	<u>Salix drummondiana</u>	<u>10</u>	<u>Yes</u>	<u>FACW</u>	Prevalence Index worksheet: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="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>																					
2.	<u>Salix monticola</u>	<u>10</u>	<u>Yes</u>	<u>OBL</u>																	
3.																					
4.																					
5.																					
		<u>20</u>	=Total Cover																		
Herb Stratum	(Plot size: <u>1x3 meter</u>)																				
1.	<u>Mertensia ciliata</u>	<u>20</u>	<u>Yes</u>	<u>FACW</u>	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u>X</u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2.	<u>Agrostis gigantea</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
3.	<u>Poa pratensis</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
4.	<u>Elymus trachycaulus</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
5.	<u>Taraxacum officinale</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
6.																					
7.																					
8.																					
9.																					
10.																					
11.																					
		<u>70</u>	=Total Cover																		
Woody Vine Stratum	(Plot size: <u>1x3 meter</u>)																				
1.					Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
2.																					
			=Total Cover																		
% Bare Ground in Herb Stratum <u>25</u>																					

SOIL

Sampling Point: SP1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-2	10YR 2/2	100					Loamy/Clayey	silty clay loam
2-6	10YR 4/2	85	10YR 4/6	15	C	M	Loamy/Clayey	sandy loam
6-16	10YR 4/4	100					Sandy	sand and gravel

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

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

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

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

Remarks:
All layers dry

HYDROLOGY

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

Field Observations:			
Surface Water Present?	Yes ☐ No ☒	Depth (inches): _____	Wetland Hydrology Present? Yes ☒ No ☐
Water Table Present?	Yes ☐ No ☒	Depth (inches): _____	
Saturation Present?	Yes ☐ No ☒	Depth (inches): _____	
(includes capillary fringe)			

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

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

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
---	---

Project/Site: <u>Gold Rush Lots</u>	City/County: <u>Breckenridge/Summit</u>	Sampling Date: <u>8/17/16</u>
Applicant/Owner: <u>Breckenridge Grand Vacations</u>	State: <u>CO</u>	Sampling Point: <u>SP2</u>
Investigator(s): <u>Andy Herb</u>	Section, Township, Range: <u>S31, T7S, R77W</u>	
Landform (hillside, terrace, etc.): <u>Slope</u>	Local relief (concave, convex, none): <u>concave</u>	Slope (%): <u>1 to 2</u>
Subregion (LRR): <u>LRR E, MLRA 48A</u>	Lat: <u>39.486027</u>	Long: <u>-106.049056</u> Datum: <u>WGS84</u>
Soil Map Unit Name: <u>Grenadier gravelly loam, 0 to 6 percent slopes</u>		NWI classification: <u>PSS</u>
Are climatic / hydrologic conditions on the site typical for this time of year? Yes <u>X</u> No <u> </u> (If no, explain in Remarks.)		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No <u> </u>		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> naturally problematic? (If needed, explain any answers in Remarks.)		

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

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

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>5</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>83.3%</u> (A/B)																
1. <u> </u>																					
2. <u> </u>																					
3. <u> </u>																					
4. <u> </u>																					
=Total Cover																					
Sapling/Shrub Stratum	(Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table style="width: 100%; border-collapse: collapse; font-size: small;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: left;">Multiply by:</th> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>15</u></td> <td>x 2 = <u>30</u></td> </tr> <tr> <td>FAC species <u>75</u></td> <td>x 3 = <u>225</u></td> </tr> <tr> <td>FACU species <u>27</u></td> <td>x 4 = <u>108</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>117</u> (A)</td> <td><u>363</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.10</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>15</u>	x 2 = <u>30</u>	FAC species <u>75</u>	x 3 = <u>225</u>	FACU species <u>27</u>	x 4 = <u>108</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>117</u> (A)	<u>363</u> (B)	Prevalence Index = B/A = <u>3.10</u>	
Total % Cover of:	Multiply by:																				
OBL species <u>0</u>	x 1 = <u>0</u>																				
FACW species <u>15</u>	x 2 = <u>30</u>																				
FAC species <u>75</u>	x 3 = <u>225</u>																				
FACU species <u>27</u>	x 4 = <u>108</u>																				
UPL species <u>0</u>	x 5 = <u>0</u>																				
Column Totals: <u>117</u> (A)	<u>363</u> (B)																				
Prevalence Index = B/A = <u>3.10</u>																					
1. <u>Dasiphora fruticosa</u>		<u>10</u>	<u>Yes</u>	<u>FAC</u>																	
2. <u>Salix drummondiana</u>		<u>5</u>	<u>Yes</u>	<u>FACW</u>																	
3. <u>Lonicera involucrata</u>		<u>5</u>	<u>Yes</u>	<u>FAC</u>																	
4. <u> </u>																					
5. <u> </u>																					
<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. <u> </u>																					
10. <u> </u>																					
11. <u> </u>																					
<u>97</u> =Total Cover																					
Woody Vine Stratum	(Plot size: <u>1x3 meter</u>)																				
1. <u> </u>																					
2. <u> </u>																					
=Total Cover																					
% Bare Ground in Herb Stratum <u>0</u>																					

SOIL

Sampling Point: SP2

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

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

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

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

HYDROLOGY

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

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

Project/Site: <u>Gold Rush Lots</u>	City/County: <u>Breckenridge/Summit</u>	Sampling Date: <u>8/17/16</u>
Applicant/Owner: <u>Breckenridge Grand Vacations</u>	State: <u>CO</u>	Sampling Point: <u>SP3</u>
Investigator(s): <u>Andy Herb</u>	Section, Township, Range: <u>S31, T7S, R77W</u>	
Landform (hillside, terrace, etc.): <u>Slope</u>	Local relief (concave, convex, none): <u>concave</u>	Slope (%): <u>1 to 2</u>
Subregion (LRR): <u>LRR E, MLRA 48A</u>	Lat: <u>39.486486</u>	Long: <u>-106.048944</u> Datum: <u>WGS84</u>
Soil Map Unit Name: <u>Grenadier gravelly loam, 0 to 6 percent slopes</u>		NWI classification: <u>PSS</u>
Are climatic / hydrologic conditions on the site typical for this time of year? Yes <u>X</u> No <u> </u> (If no, explain in Remarks.)		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No <u> </u>		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> naturally problematic? (If needed, explain any answers in Remarks.)		

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

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: Swale down-gradient of main wetland area; small pocket of hydrophytes where water must be present during snowmelt/runoff; meets hydrophytic vegetation criterion but no evidence of hydric soils or wetland hydrology.	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1.					
2.					
3.					
4.					
=Total Cover					
Sapling/Shrub Stratum	(Plot size: <u>15-ft radius</u>)				
1.	<u>Salix drummondiana</u>	<u>10</u>	<u>Yes</u>	<u>FACW</u>	
2.					
3.					
4.					
5.					
<u>10</u> =Total Cover					
Herb Stratum	(Plot size: <u>1x3 meter</u>)				
1.	<u>Calamagrostis canadensis</u>	<u>40</u>	<u>Yes</u>	<u>FACW</u>	
2.	<u>Mertensia ciliata</u>	<u>30</u>	<u>Yes</u>	<u>FACW</u>	
3.	<u>Achillea millefolium</u>	<u>10</u>	<u>No</u>	<u>FACU</u>	
4.	<u>Potentilla gracilis</u>	<u>5</u>	<u>No</u>	<u>FAC</u>	
5.	<u>Chamerion angustifolia</u>	<u>5</u>	<u>No</u>	<u>UPL</u>	
6.	<u>Cirsium arvense</u>	<u>5</u>	<u>No</u>	<u>FAC</u>	
7.					
8.					
9.					
10.					
11.					
<u>95</u> =Total Cover					
Woody Vine Stratum	(Plot size: <u>1x3 meter</u>)				
1.					
2.					
=Total Cover					
% Bare Ground in Herb Stratum		<u>5</u>			

Dominance Test worksheet:
 Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)
 Total Number of Dominant Species Across All Strata: 3 (B)
 Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species <u>0</u>	x 1 = <u>0</u>
FACW species <u>80</u>	x 2 = <u>160</u>
FAC species <u>10</u>	x 3 = <u>30</u>
FACU species <u>10</u>	x 4 = <u>40</u>
UPL species <u>5</u>	x 5 = <u>25</u>
Column Totals: <u>105</u> (A)	<u>255</u> (B)
Prevalence Index = B/A = <u>2.43</u>	

Hydrophytic Vegetation Indicators:
1 - Rapid Test for Hydrophytic Vegetation
X 2 - Dominance Test is >50%
 3 - Prevalence Index is ≤3.0¹
 4 - Morphological Adaptations¹(Provide supporting data in Remarks or on a separate sheet)
 5 - Wetland Non-Vascular Plants¹
 Problematic Hydrophytic Vegetation¹ (Explain)
¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No

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

SOIL

Sampling Point: SP3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 2/2	100					Loamy/Clayey	silty clay loam
6-7	10YR 4/2	90	10YR 4/6	10	C	M	Loamy/Clayey	silty clay loam
7-16	10YR 4/4	100	10YR 4/4				Sandy	sand with gravel

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

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

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

HYDROLOGY

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

Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation Present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)				Wetland Hydrology Present? Yes _____ No <u>X</u>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:				
Remarks: No evidence of hydrology; sample point in lowest part of swale where it would be wettest; likely receives occasional snowmelt/runoff				

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

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

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

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

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

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

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

VEGETATION - Use scientific names of plants

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

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

Dominance Test Worksheet

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

Prevalence Index Worksheet

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

Hydrophytic Vegetation Indicators:

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

Hydrophytic vegetation present? Y

Remarks:

Edge of open meadow area; possibly relic wetland area

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

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-16	10YR3/3	100	N/A				Sandy loam	some small gravel throughout

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

Hydric Soil Indicators:
Indicators for Problematic Hydric Soils:

- | | | |
|--|--|--|
| ☐ Histisol (A1) | ☐ Stripped Matrix (S6) | ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B) |
| ☐ Histic Epipedon (A2) | ☐ Loamy Mucky Mineral (F1) (LRR K, L) | ☐ Red Parent Material (TF2) |
| ☐ Black Histic (A3) | ☐ Loamy Gleyed Matrix (F2) | ☐ Very Shallow Dark Surface (TF12) |
| ☐ Hydrogen Sulfide (A4) | ☒ Depleted Matrix (F3) | ☐ Other (Explain in Remarks) |
| ☐ Depleted Below Dark Surface (A11) | ☐ 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: Recent gopher activity, soil dry

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

Remarks: Sample point approx. 2.5'(V) above wetland area; likely seasonally wet from snowmelt but no hydrologic indicators obs.

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

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 7/22/20
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP5
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillslope, terrace, etc.): Slope Local relief (concave, convex, none): None Slope (%): 1 to 2
 Subregion (LRR): Southern Rocky Mountain Forest and Range Land Lat.: 39.485559 -106 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI Classification: PSS

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

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

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

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

PSS wetland in swale along edge of mesic meadow; includes smaller pockets of PEM wetland. A current flow path for seasonal high water (snowmelt).

VEGETATION - Use scientific names of plants

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

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

Remarks:

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

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

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

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

Hydric Soil Indicators:
Indicators for Problematic Hydric Soils:

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

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

Restrictive Layer (if observed):

Type: _____

Hydric soil present? Y

Depth (inches): _____

Remarks: All layers saturated

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

Secondary Indicators (minimum of two required)

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

Field Observations:

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

(includes capillary fringe)

Indicators of wetland hydrology present? Y

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

Main source of hydrology is high groundwater, especially during snowmelt

Remarks:

Appendix B

Site Photographs



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



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



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



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



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



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



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



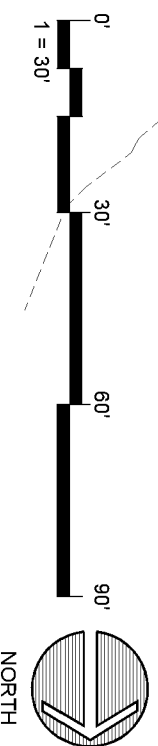
Photo 8 — Looking south at the culvert (black plastic) outlet under Woods Drive, with wooden outlet box to the stormwater system (July 19, 2021)



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

Appendix C

Site Plan and Wetland Disturbance



355 N. PARK AVE. BRECKENRIDGE, CO

NOT FOR
CONSTRUCTION

GOLD RUSH-
SOUTH SITE
PLAN

L201

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

SHEET TITLE:

GOLD RUSH
SOUTH
WETLAND
DISTURBANCE

SHEET NUMBER:

110

TEMPORARY WETLAND DISTURBANCE ZONES

WETLAND DISTURBANCE TABULATIONS	
CATEGORY	AREA (acres)
PREVIOUS EXEMPTED MAPPED WETLAND ZONES	
Exempted Wetland Zones	0.067
Exempted 25' Wetland Buffer Zones	0.198
PROPOSED WETLAND DISTURBANCE ZONES	
Total Permanent Wetland Disturbance Zones	0.033

1. EXEMPTED WETLAND, AND 25' WETLAND BUFFER AREAS, HAVE BEEN DETERMINED BY BRECKENRIDGE TOWN ENGINEERING REPORT PROVIDED BY WETLAND/ENVIRONMENTAL CONSULTANT DURING THE MASTER PLAN REVIEW PROCESS. THE AGGREGATE OF THESE AREAS ARE NOW EXEMPT FROM WETLAND DISTURBANCE CLASSIFICATION FOR DEVELOPMENT REVIEW, BASED ON THESE DETERMINATIONS. THESE AREAS ARE SHOWN FOR CONTEXTUAL REFERENCE ONLY.
2. AREAS CALCULATED ARE BASED ON PROPOSED AND EXISTING PLATTED LOT BOUNDARIES.
3. FINAL DISTURBANCE ZONES TO BE DETERMINED IN FINAL DEVELOPMENT PLAN SUBMITTAL WHEN DETAILED GRADING DESIGN PLANS ARE FINALIZED, AND DISTURBANCE AREAS ARE FURTHER DEFINED.

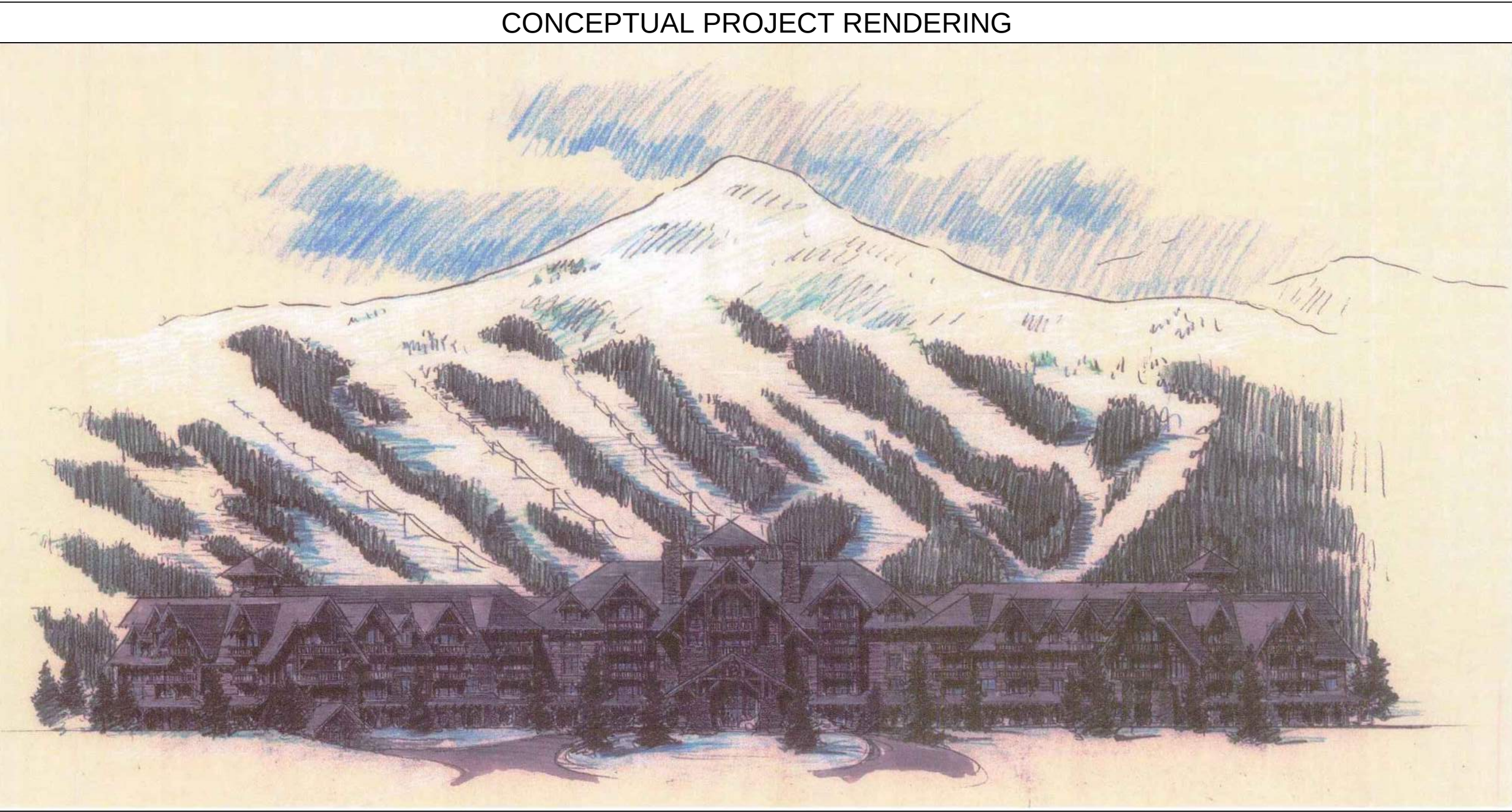


PEAK 7 & 8

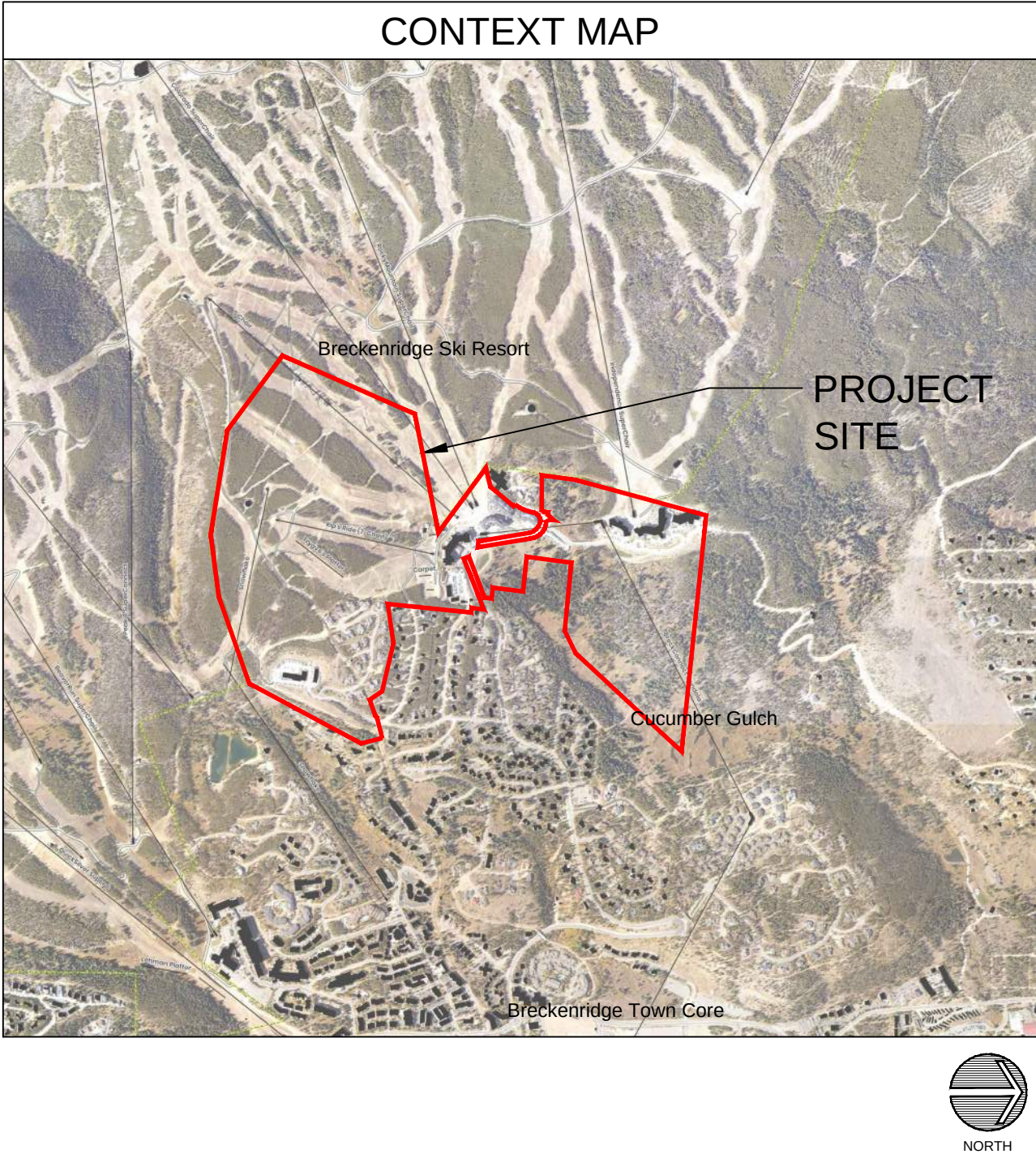
MASTER PLAN AMENDMENT REVIEW SUBMITTAL

May 28th, 2024

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



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





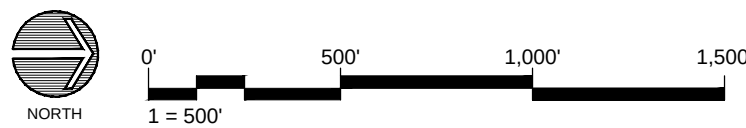
PEAK 7 & 8
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

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

VICINITY MAP

SHEET NUMBER:

SHEET 02





LEGEND

PROJECT BOUNDARY

USFS BOUNDARY

WETLAND BOUNDARY

dtj
DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

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

DRAWN BY: DTJ

CHECKED BY: BC

PROJECT NO.: 20203024.40

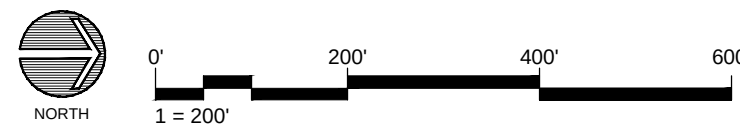
ISSUE DATE: 04/26/2024

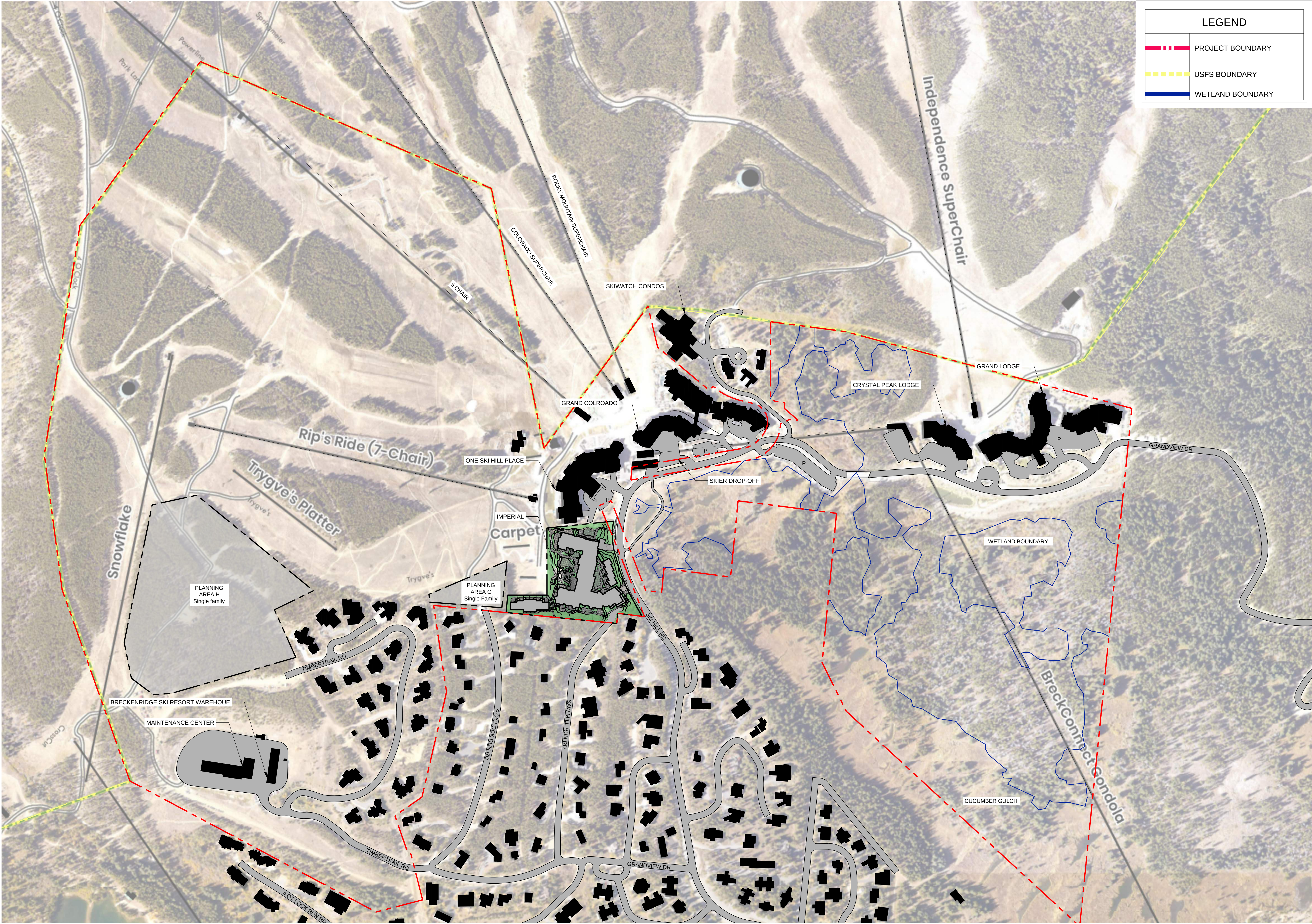
REVISIONS:
Planning & Zoning Review 05/28/2024

SHEET TITLE:
EXISTING
CONDITIONS

SHEET NUMBER:
SHEET 03

Drawing: LA-2023024.40 Peak 8/05 CAD/Sweets01 Master Plan/04 Existing Conditions.dwg
Last Saved: May 24, 2024 2:19:15 PM by Zearhart
Last Plotted 5/28/2024 10:12:31 AM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024





LEGEND

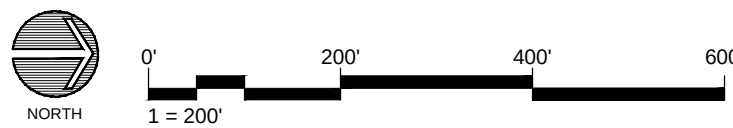
PROJECT BOUNDARY

USFS BOUNDARY

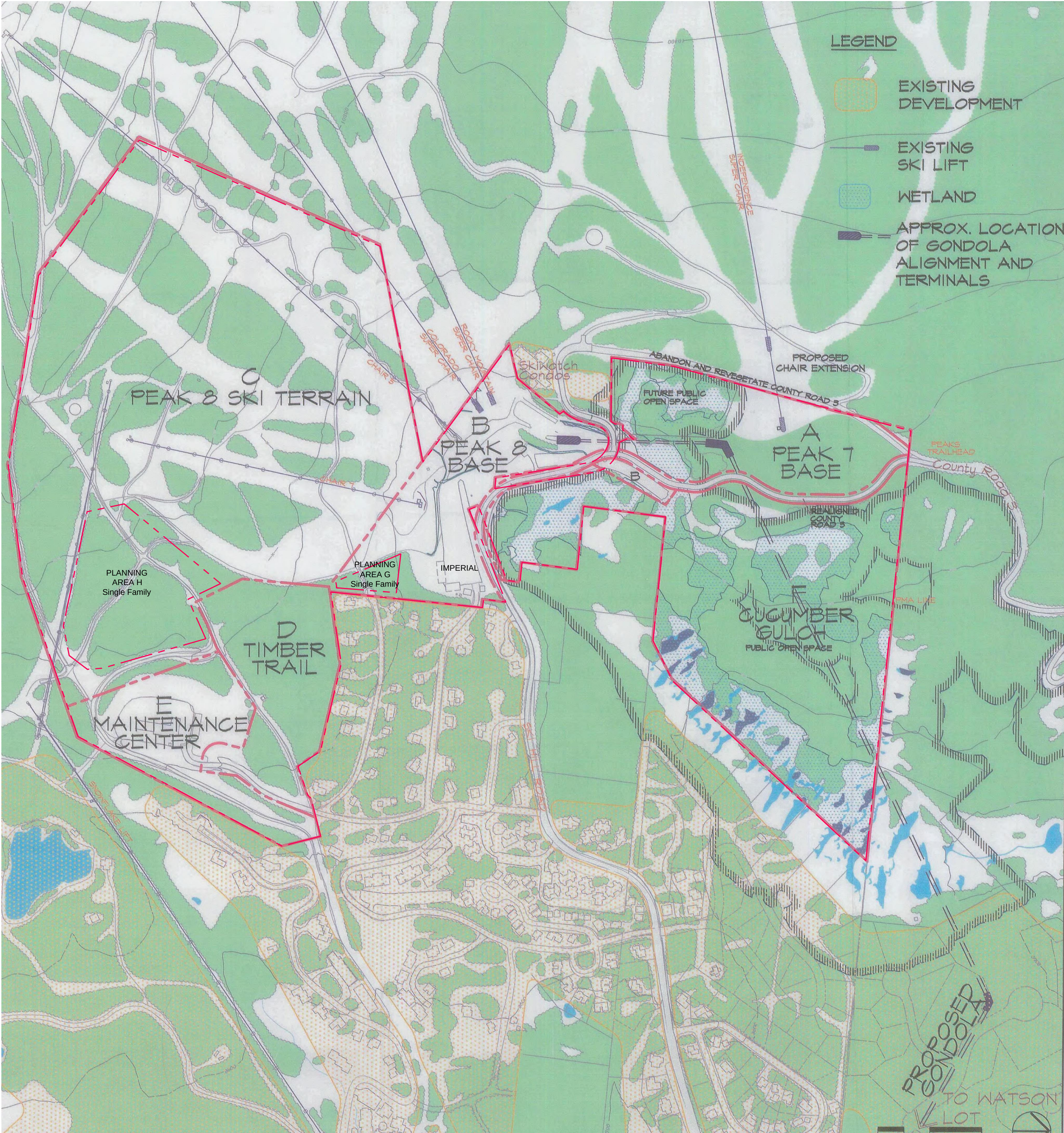
WETLAND BOUNDARY

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

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



Drawing: U:\2023024\40 Peak 8\05 CAD\Sheets\01 Master Plan\06 Amendment.dwg
Last Saved: July 19, 2024 9:21:11 AM by Zsazhart
Last Plotted: 7/19/2024 9:27:15 AM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024



	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.



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

www.dtydesign.com

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

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

AMENDMENT
NOTES

SHEET NUMBER:

SHEET 05

Drawing: U:\2023024\40 Peak 8\05 CAD\Sheets\01 Master Plan\06- Amendment.dwg
Last Saved: July 19, 2024 9:28:45 AM by Zsolt Hart
Last Plotted: 7/19/2024 9:29:14 AM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024

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

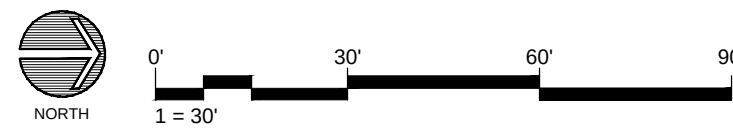
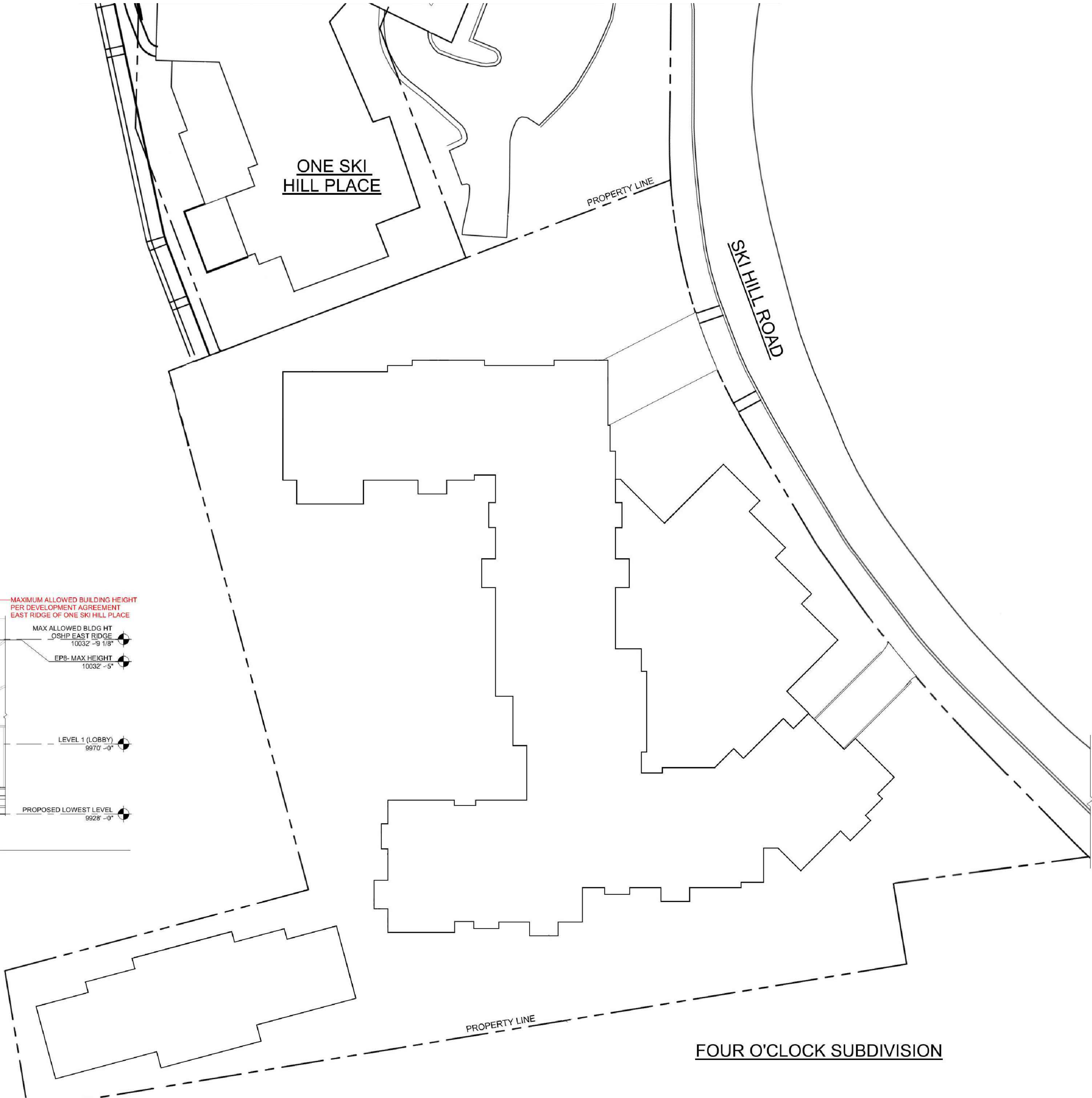
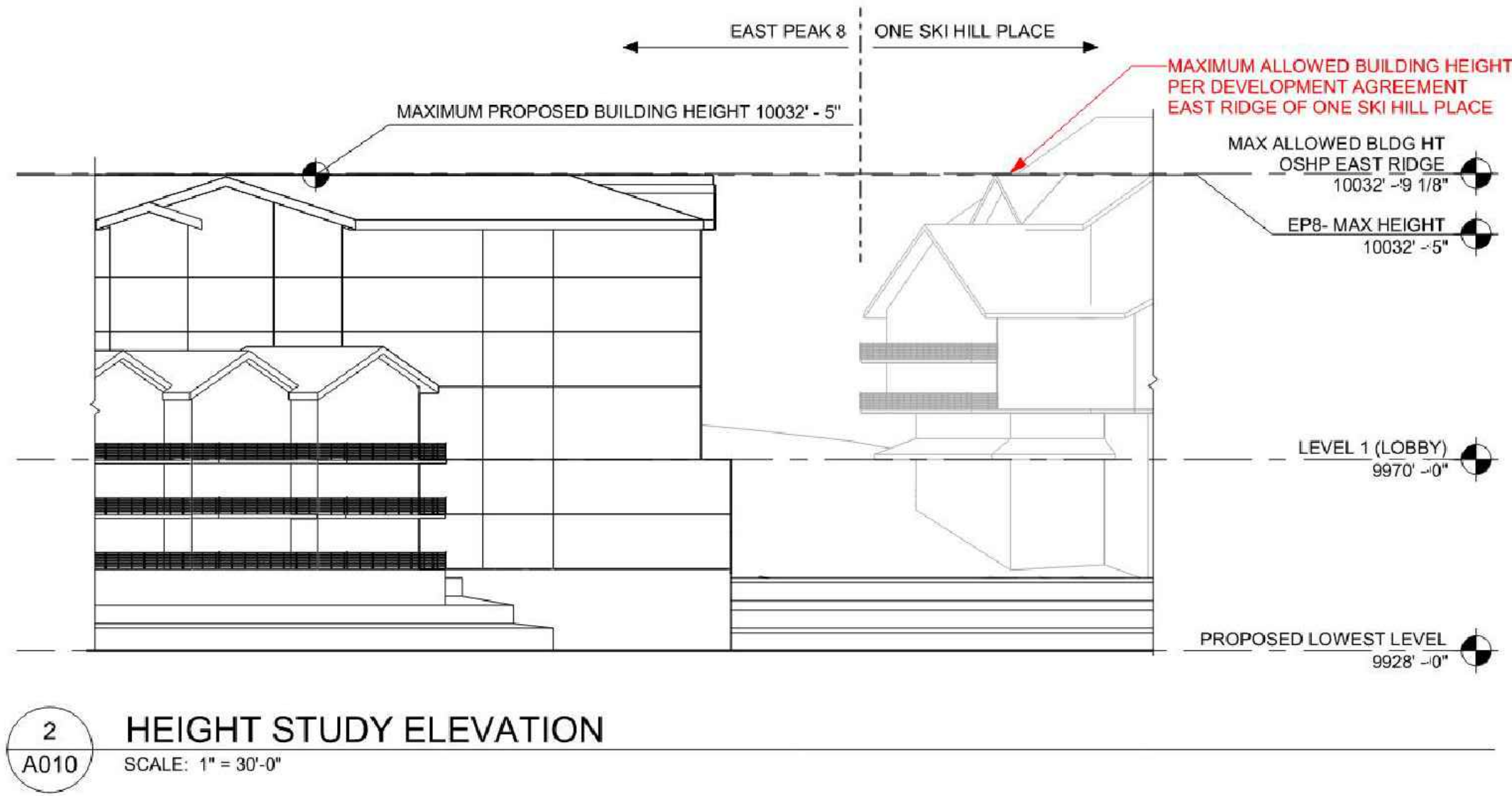
DRAWN BY:	DTJ
CHECKED BY:	BC
PROJECT NO.:	20203024.40
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	05/28/2024
Planning & Zoning Review	06/13/2024
Planning & Zoning Review	07/19/2024
SHEET TITLE:	

AMENDMENT
NOTES

SHEET NUMBER:

SHEET 06

Drawing: LA-2023024.40 Peak 8/05 CAD/Sheets/01 Master Plan/10 Heights Diagram.dwg
Last Saved: April 26, 2024 11:50:55 AM by Zearhart
Last Plotted: 5/28/2024 10:12:40 AM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024

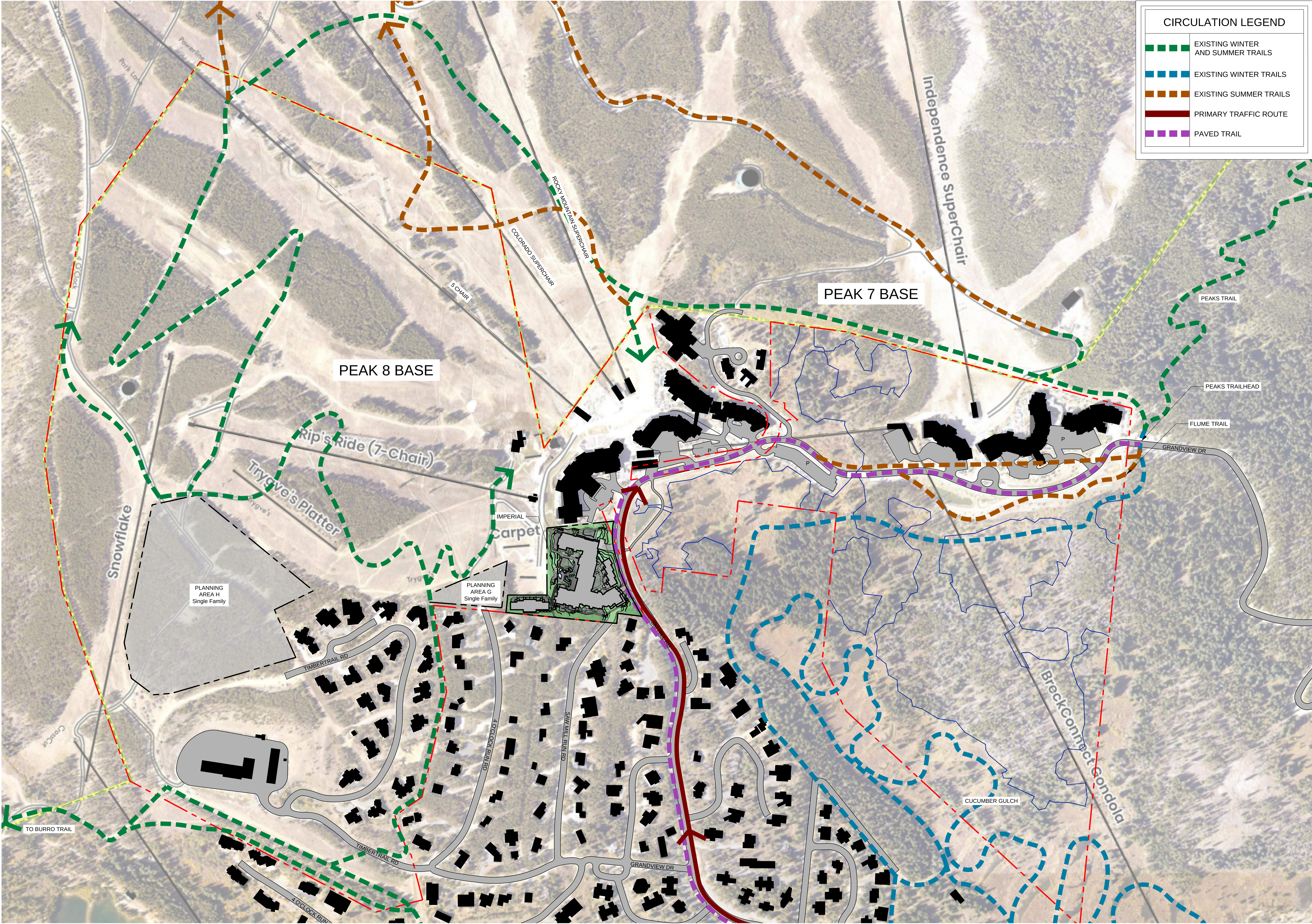


DRAWN BY:	DTJ
CHECKED BY:	BC
PROJECT NO.:	20203024.40
ISSUE DATE:	04/26/2024
REVISIONS:	

Planning & Zoning Review 05/28/2024

SHEET TITLE:
BUILDING
ELEVATIONS
EXHIBIT A

SHEET NUMBER:



CIRCULATION LEGEND

EXISTING WINTER AND SUMMER TRAILS

EXISTING WINTER TRAILS

EXISTING SUMMER TRAILS

PRIMARY TRAFFIC ROUTE

PAVED TRAIL

dtj
DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

PEAK 7 & 8

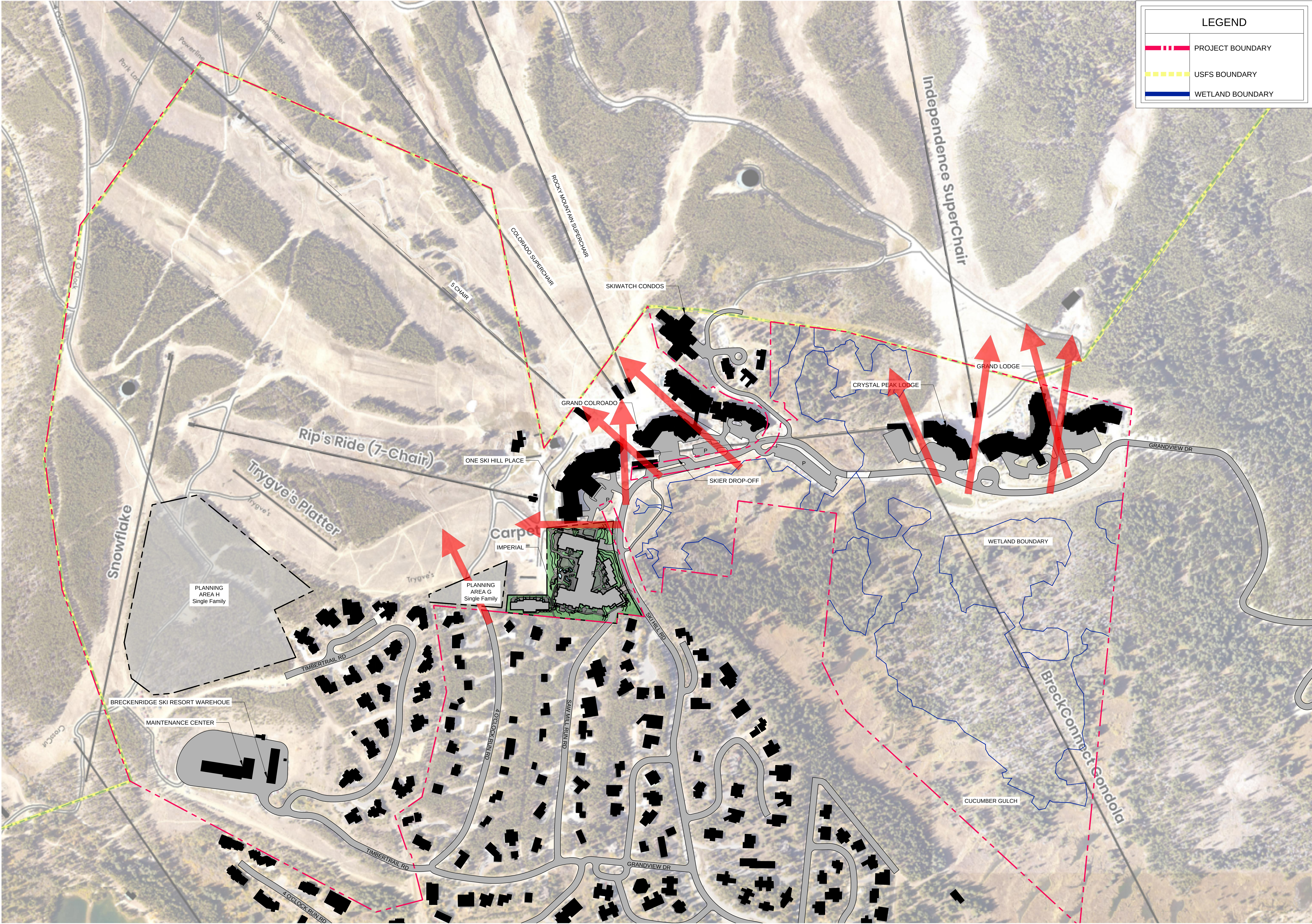
MASTER PLAN AMENDMENT

BRECKENRIDGE, CO 80424

PEAK 8 PROPERTIES

DRAWN BY:	DTJ
CHECKED BY:	BC
PROJECT NO.:	20203024.40
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	05/28/2024
SHEET TITLE:	
CIRCULATION AND TRAILS	
SHEET NUMBER:	
SHEET 08	

Drawings: LA-2023024.40 Peak 8/05 CAD/Sweets01 Master Plan/07 Circulation and Trails.dwg
Last Saved: May 24, 2024 2:19:04 PM by Zearhart
Last Plotted: 5/28/2024 10:12:56 AM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024



LEGEND

PROJECT BOUNDARY

USFS BOUNDARY

WETLAND BOUNDARY

dtj
DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

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

DRAWN BY: DTJ

CHECKED BY: BC

PROJECT NO.: 20203024.40

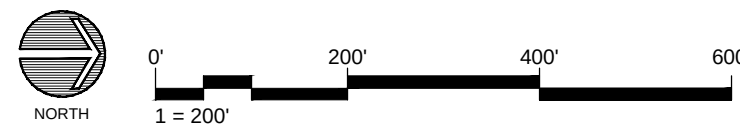
ISSUE DATE: 04/26/2024

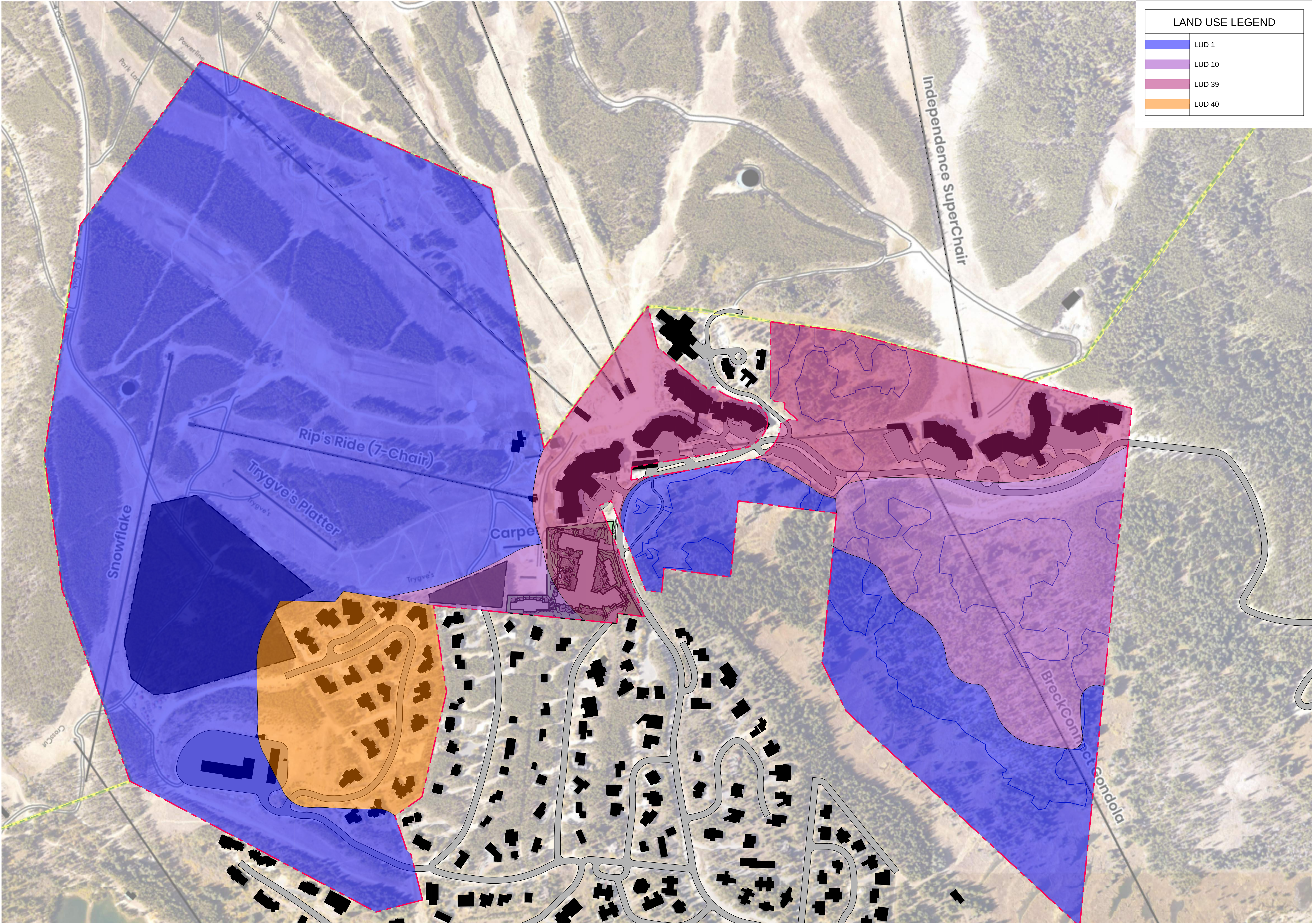
REVISIONS:
Planning & Zoning Review 05/28/2024

SHEET TITLE:
VIEW CORRIDORS

SHEET NUMBER:
SHEET 09

Drawing: LA-2023024.40 Peak 8/05 CAD/Sweets01 Master Plan08 View Corridors.dwg
Last Saved: May 28, 2024 3:06:37 PM by Zearhart
Last Plotted 5/28/2024 3:06:53 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2024





LAND USE LEGEND	
	LUD 1
	LUD 10
	LUD 39
	LUD 40

PEAK 7 & 8

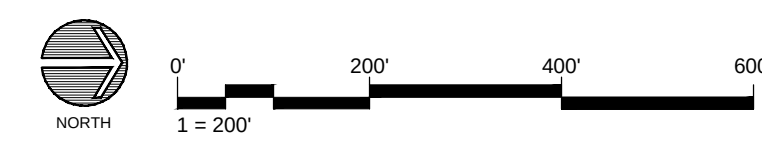
MASTER PLAN AMENDMENT

BRECKENRIDGE, CO 80424

PEAK 8 PROPERTIES

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

REVISIONS:	
Planning & Zoning Review	05/28/2024



MEMORANDUM

TO: Sarah Crump, Community Development Department
FROM: Breckenridge Grand Vacations
DATE: November 8, 2024 + December 30, 2024 to reflect revised plan square footages
SUBJECT: Proposed Employee Housing Generation Rates

The Ninth Amendment to the Peak 7 & 8 Master Plan (PL-2024-0117 approved by the Town on August 13, 2024) memorialized the then current Development Code Absolute and Relative Policies 24/Social Community relating to employee housing. The Absolute Policy requires employee housing to be provided for all new developments and any increase in use/intensity and contains an Employee Generation Rates by Type of Use Table. The Imperial/Parcel 4 is subject to that that Policy and per the terms of the April 9, 2024 Development Agreement for the Peak 7 & 8 Master Plan and Gondola Lot Master Plan areas, all required employee housing is to be located off-site on the Entrada lot/Parcel 7 in an effort to reduce vehicle trips associated with the development up and down Ski Hill Road.

Based upon our operational experience with our other resorts such as the Grand Colorado on Peak 8, Grand Lodge on Peak 7, and our whole ownership residential projects in Eagle County, we believe some of the Development Code's generation rates do not accurately reflect our whole ownership condominium owners' needs, the nuance of the proposed uses, and the shared responsibilities our employees have in a multi-use resort. Rather than isolated stand-alone uses operated by individual businesses, we provide efficiencies with our staff to cover multiple uses within a single building. Consequently, we are requesting a reduction in the employee generation rates for the Whole Ownership Condominiums, Market/Retail, Lobby Bar, Bar/Speakeasy, and Private Dining areas based on our operational experiences in our existing resorts.

Section 9-1-19-24A.C.2. of the Development Code allows an applicant to submit evidence that the Employee Generation Rates by Type of Use Table does not accurately reflect the number of employees generated by the proposed development and the Planning Commission to consider and approve an alternative rate:

C. 2. If an applicant submits competent evidence demonstrating that the employee generation rates contained in table "Employee Generation Rates by Type of Use Table," above, do not accurately reflect the number of employees generated by the proposed development or change of intensity of use and the planning commission finds that such evidence warrants a deviation from those employee generation rates, the planning commission shall allow for such a deviation as the planning commission deems appropriate. The town may, at its discretion, hire an independent third party consultant to verify the evidence provided by an applicant. The cost of such verification shall be paid or reimbursed by the applicant.

The following table contains the Development Code's generation rates and our proposed generation rates for these five uses. We have elaborated on each of the proposed uses below.

Use	Number Rooms/Unit or Square Footage	Employee Generation Rate Per Code	Employees to be Housed Per Code	Employee Generation Rate Proposed	Employees to be Housed Proposed
Condominiums – Whole Ownership	22	0.6 employees/ room or unit	13.20	0.33 employees/ room or unit	7.26
Market/Retail	1,231	2.4 employees/ 1,000 sq. ft.	2.95		0.00
Bar - Lobby	456	10.2 employees/ 1,000 sq. ft.	4.65		2.00
Bar/Speakeasy	1,169	10.2 employees/ 1,000 sq. ft.	11.92		5.00
Private Dining	421	10.2 employees/ 1,000 sq. ft.	4.29		2.00

Condominiums – Whole Ownership

The Code's employee generation rate calls for 0.6 employees per room or unit for all Hotels/ Lodging/Inns, Boarding Houses, Condominiums, Divisible Units, or Timeshare Units. Based on our whole ownership condominium and townhome residential projects in Eagle County, we have found that our Whole Ownership Condominiums require much less servicing than our fractional ownership condominiums. (Please note that we are not requesting a reduction for the lock-off units associated with any of the whole or fractional ownership condominiums. The lock-off unit employee generation rates will be provided according to Code.)

We believe the whole ownership units exclusive of the lock-off function are similar to a townhome unit at 0.33 employees per unit. These whole ownership units are not always occupied by their owners, and although the owners have the option to include the units in a rental pool, the majority of the owners choose not to rent out their units. For instance, at our other Breckenridge Grand Vacation (BGV) projects, whole ownership occupancy rate is approximately 50%. The Whole Ownership Condominium units do not generate their own individual needs for many typical residential services. For instance, there is no individual pool/hot tub maintenance, no individual refuse pick-up, or individual snow plowing services. All of these are provided as common amenities within the resort. Finally, due to the large amount of residential units, we are also able to be efficient with our staff—economies of scale in terms of staffing for these units. Therefore, we believe 0.33 employees per unit (reduced by 55% from 0.6) is a better reflection of the proposed Whole Ownership Condominiums' employee needs in the larger overall The Imperial resort.

Market/Retail

The proposed market is approximately 1,231 square feet and is located on the main level of The Imperial. It is centrally located near the front desk area and other commercial and amenities areas. This area is for the convenience of our guests and will contain items such as pre-packaged snacks,

drinks, magazines, sunscreen, and other sundries. Our intent is to provide convenient items and overlooked/forgotten items for our guests on-site rather than having them drive into downtown for the items—thereby reducing vehicle trips on Ski Hill Road. In similar operational fashion to the Grand Colorado on Peak 8 and Grand Lodge on Peak 7, our lobby-area based employees will be responsible for co-staffing this area. Consequently, no additional employees will be generated with the Market/Retail area on-site.

Bar - Lobby

The Lobby Bar is approximately 456 square feet and is also located on the main level of The Imperial. It is located next to the market in the central entrance area. It is not connected to the restaurant or the Bar/Speakeasy which is on the western side of the building one level below it. This Lobby Bar at The Imperial/Parcel 4 is similar in size to the lobby bar in the Grand Colorado and Grand Lodge and will operate in a similar manner, with two full time lobby bar employees. The Imperial/Parcel 4 managerial responsibilities will fall to the Food and Beverage Manager as we will own and operate all food and beverage operations. Consequently, we believe two employees will be needed to staff this Lobby Bar rather than 4.63 employees per Code.

Bar/Speakeasy

The Bar/Speakeasy is located below the main level of the building—on its western side near the Private Dining area and is approximately 1,169 square feet in size. Based on our staffing levels at our existing resorts with similar bar operations, we expect to need four to five employees—one bartender, two to three servers, and one support staff. There is no outdoor dining or kitchen area in the Bar/Speakeasy and it will not be open all day.

Private Dining

The Private Dining area is approximately 421 square feet and is located next to the Bar/Speakeasy. Depending upon the group size, one or two servers would be needed. Food will be provided from either the restaurant kitchen or demo kitchen. As a result, we believe two employees would be generated by the Dining Entertainment area rather than the 4.3 employees per the Development Code as this is a rather unique use of the of the area—only available to guests on a reservation basis.

Conclusion

Use	Number Rooms/Units or Square Footage	Employee Generation Rate Per Code	Employees to be Housed Per Code	Employee Generation Rate Proposed	Employees to be Housed Proposed	Reduction Proposed
Hotel Units	36	0.6 employees/ room or unit	21.60			0.00
Condominiums – Whole Ownership	22	0.6 employees/ room or unit	13.20	0.33 employees/ room or unit	7.26	-5.94
Lock-Offs – attached to Whole Ownership Condos	21	0.6 employees/ room or unit	12.60			0.00
Condominiums – Fractional Ownership	36	0.6 employees/ room or unit	21.60			0.00
Lock-Offs – attached to Fractional Ownership Condos	54	0.6 employees/ room or unit	32.40			0.00
Townhomes	9	0.33 employees/ unit	2.97			0.00
Spa/Retail	3,443	2.1 employees/ 1,000 sq. ft.	7.23			0.00
Kennel/Pet Check-in/ Play	1,582	2.4 employees/ 1,000 sq. ft.	3.80			0.00
Market/ Retail	1,231	2.4 employees/ 1,000 sq. ft.	2.95		0.00	-2.95
Retail/Ski Shop	2,702	2.4 employees/ 1,000 sq. ft.	6.48			0.00
Bar - Lobby	456	10.2 employees/ 1,000 sq. ft.	4.65		2.00	-2.65
Restaurant	4,584	10.2 employees/ 1,000 sq. ft.	46.76			0.00
Kitchen	1,409	10.2 employees/ 1,000 sq. ft.	14.37			0.00
Bar/Speakeasy	1,169	10.2 employees/ 1,000 sq. ft.	11.92		5.00	-6.92
Private Dining	421	10.2 employees/ 1,000 sq. ft.	4.29		2.00	-2.29
Outdoor Dining/Bar	2,520	5.1 employees/ 1,000 sq. ft.	12.85			0.00
Total:			219.67		198.92	-20.75

Based on the Development Code's employee generation rates for the individual aggregated uses within The Imperial, 219.67 employees would be generated. We believe 219.67 employees does not correctly reflect our whole ownership condominium owners' needs, the nuance of the proposed uses, and the shared responsibilities our employees have in a large multi-use resort such as The Imperial. Rather than isolated stand-alone uses operated by individual businesses, we provide

efficiencies of scale with our staff to cover multiple uses within a single building. Consequently, we are requesting a reduction in the employee generation rates for the Whole Ownership Condominiums, Market/Retail, Lobby Bar, Bar/Speakeasy, and Private Dining areas based on our operational experiences at our existing resorts. We operate our residential projects and resorts in the same fashion—regardless of their locations. Utilizing the proposed employee generation rates for these five uses and the remaining employee generation rates of the Development Code, 198.92 employees would be generated rather than 219.67 employees per the Development Code. For comparison, our Grand Colorado resort is similar in scale, uses, and operation to The Imperial and approximately 160 individuals are employed there.

We will be glad to answer any questions you may have or provide additional information you may need. Thank you for your consideration of our request.

Vantage Pro2™



Ideal for:

- Meteorologists
- Farmers
- Weather enthusiasts
- Emergency professionals
- Educators
- Researchers
- Municipalities

Reliable and precise measurement of key weather parameters

The Vantage Pro2 weather station provides the technology and real-time data you need to respond to changing conditions and make timely decisions. Engineered to handle rugged environments and deliver data with scientific precision year after year, the economical Vantage Pro2 offers the professional weather observer or serious weather enthusiast robust performance with a wide range of options and sensors.



Temperature



Wind Chill & Head Index



Humidity & Dew Point



Barometric Pressure



Rainfall & Rain Rate



Wind Speed & Direction

AND MORE...

KEY FEATURES



See the weather as it happens with near real-time updates on quickly changing wind, temperature, and rain data.



Frequency-hopping, spread spectrum radio provides transmission distance up to 1,000ft/300m and superior reception.



Durable design passes a minimum of 10 tests before shipping, including rigorous calibrations and material endurance.



Flexible communication options to send data effortlessly to the console via the wireless solar-powered transmitter or a cabled station.



Easily incorporate additional Davis sensors to create a custom network of sensors tailored to your specific needs.



The smart way to view and stream live weather data

The WeatherLink Console revolutionizes the way you access, analyze, and understand your hyperlocal weather data reported by your Vantage Pro2 or Vantage Vue® sensor suite, or your custom network of multiple Davis sensors. One intuitive device lets you receive and display data from your local network and connect to Wi-Fi to push your data to the WeatherLink Cloud.



80+

Connected sensors to one WeatherLink Live

10+

Different sensor types

Touchscreen

Interactive HD display

1,000FT

Transmission distance

Live Data

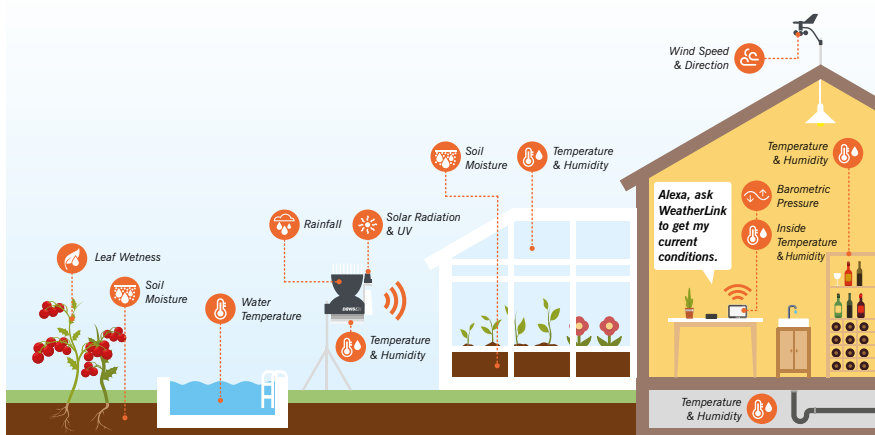
Real-time data updates

Local Network or Use Wi-Fi

Leverage Wi-Fi to join the WeatherLink community

Monitor your environment

Configure a custom network of over 80 sensors on 8 transmitters so you can see data from sensors in the garden, by the pool, out in the garage, and down in the wine cellar – all with one WeatherLink Console.



Data viewing with WeatherLink® Cloud

Access your data on Weatherlink.com and App from any connected device via the WeatherLink Cloud. Leverage the WeatherLink API to easily integrate weather and sensor data into your own innovative applications.



TRY THE MOBILIZE APP

With the Davis Mobilize App you can quickly browse sensor data, create custom reports, set and receive alerts, and share information with others.

Town Project Staff Report

Subject: Driving Range Netting Town Project
(PL-2024-0505)

Date: December 16, 2024 (for the meeting of January 7, 2025)

Proposal: Installation of 30 ft. tall netting along the east side of the golf course driving range and 20 ft. tall netting along the north end of the golf course driving range.

Project Manager: Ellie Muncy, Planner I

Property Owner: Town of Breckenridge

Applicant: Breckenridge Recreation Department

Address: 200 Clubhouse Dr

Legal Description: *TR 6-77 Sec 18 Qtr 4 Acres 152.8830 AKA BRECKENRIDGE GOLF COURSE*

Land Use District: 38: Recreation (Intensity of Use and Structural Type by Special Review)

Area: Breckenridge Golf Course Driving Range: 152.88 acres

Site Conditions: The netting is proposed along the East and North edges of the existing Golf Course Driving Range located centrally within the Breckenridge Golf Course.

Adjacent Uses: North: Golf Course Maintenance Building
South: Golf Course
East: Golf Course and Pond
West: Golf Course and Golf Course Clubhouse

Dimensions: East section: 30 ft. tall x 600 ft. long, typically 40 ft. between poles
North section: 20 ft. tall x 125 ft. long, typically 21 ft. between poles

Background

The driving range for the Breckenridge Golf Course is located centrally within the golf course, situated northeast of the Golf Course Clubhouse. At the north end of the driving range is the Golf Course Maintenance Building and a field of solar panels. Close to the east side of the driving range is a cart path and the #1 hole for the Elk Course. On average, about 10 to 15 stray balls a day are hit from the driving range onto #1 hole of the Elk Course, creating a safety issue for players and those passing by on the path. Additionally, when the practice tees are pushed forward on the driving range, as part of the tee rotation, the distance to the maintenance facility is closer and balls can hit the maintenance building, parked cars, and the adjacent solar panels. This has resulted in eight solar panels, one car window, and one building window being broken within the last two years. This also presents a hazard to any employees working in that area. The installation of the netting on the east and north sides of the driving range will mitigate the issues caused by stray balls in both areas.

Policy Discussion

Recreation Facilities (20/R): Staff finds that this is a safety related improvement to an existing facility, which does not increase the recreational opportunities provided. The improvement is thus not eligible for positive points.

Fences, Gates, and Gateway Entrance Monuments (47/A): The proposed netting on the east and north sides of the driving range qualifies as fencing. Policy 47 allows fences outside the Conservation District for several select uses, one of those being around outdoor recreational facilities. The following design standards are defined for recreational facility fencing:

*“Fences around ball fields, tennis courts, or **other outdoor recreation areas** shall use black or dark green coated chainlink fencing, steel or aluminum, or wood. Uncoated or galvanized chainlink fencing is prohibited. This standard applies to fencing of both public and private recreation areas. Wind privacy screens may be incorporated into the fence.”*



Example photo of a 40' tall netting system

The proposed netting will be a black nylon rope material, and the poles will be a matte black color. Staff finds the design of the netting to meet the requirements of Policy 47 and is similar to the previously approved safety netting at the Recreation Center's ball fields. Staff has no concerns.

Staff Recommendation

Staff finds that all Absolute policies have been met and no points are applicable under the Relative Policies.

Staff recommends the Planning Commission recommend the Town Council approve the Driving Range Netting Town Project (PL-2024-0505), located at 200 Clubhouse Dr., along with the attached Findings and Conditions of Approval.

TOWN OF BRECKENRIDGE

**Driving Range Netting Town Project
200 Clubhouse Dr.
PL-2024-0505**

FINDINGS

1. This project is “Town Project” as defined in Section 9-14-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.
3. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on January 7, 2024, notice of which was published on the Town’s website for at least five (5) days prior to the hearing as required by Section 9-14-4B of the Breckenridge Town Code. In addition to posting on the Town’s website, notice of the planning commission’s public hearing on a proposed town project shall be given in the same manner as is required for a final hearing on a Class A development permit application pursuant to chapter 1 of this title. Failure of a person to receive the notice described in this section shall not impair the validity of the planning commission’s public hearing on a proposed town project, or the planning commission’s recommendation to the town council with respect to such proposed town project. Because the process of reviewing and approving a town project is discretionary and administrative, and not quasi-judicial, any member of the town council may properly attend the planning commission’s public hearing(s) and deliberations with respect to a proposed town project. At the conclusion of its public hearing, the Planning Commission recommended approval of this Town Project to the Town Council.
4. The Town Council’s final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on January 14, 2024. This Town Project was listed on the Town Council’s agenda for the January 14, 2024, agenda that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to the Town Project in the same manner a recommendation is prepared for a final hearing on a Class A Subdivision application under the Town’s Subdivision Code (Chapter 2 of Title 9 of the Breckenridge Town Code).
6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.

7. Per Town Code Section 9-14-2 Town Council Authority Over Town Projects, the Town Council has the authority, in its sole discretion, has the sole and final authority to determine all aspects of the town project, including but not limited to, its location and design. Chapters 1, 3 and 12 of this title and the town of Breckenridge land use guidelines do not apply to town projects, but town projects shall be processed instead in accordance with the provisions of this chapter.

CONDITIONS

- 1. Prior to any ground disturbance, the contractor shall have all underground utilities located.**
- 2. Applicant shall submit a building permit application with all required documentation and obtain approval from the building department before beginning construction.**

LAYOUT PROOF

DISCLAIMER: Sportsfield Specialties, Inc. netting systems are designed and intended as a complete netting system. In the event your facility replaces an existing system, relies on existing structural elements, or purchases an extension to an existing netting system, Sportsfield Specialties, Inc. does not make any representations or warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system. Owner's decision to proceed with an extension in lieu of a complete new netting system will be at Owner's sole risk and without liability to Sportsfield Specialties, Inc. and Owner shall indemnify and hold harmless Sportsfield Specialties, Inc. from all claims, damages, losses and expenses arising out of or resulting therefrom.

CUSTOMER SIGNATURE: _____ DATE: _____



- KEY:**
- Phase 1:**
East 600' Run:
- 600'L x 30'H Golf Netting
 - (16) 30'H Poles
- North BSS420 Retractable Netting:
- 125'L x 20'H Golf Netting
 - (7) 4" Diameter Poles

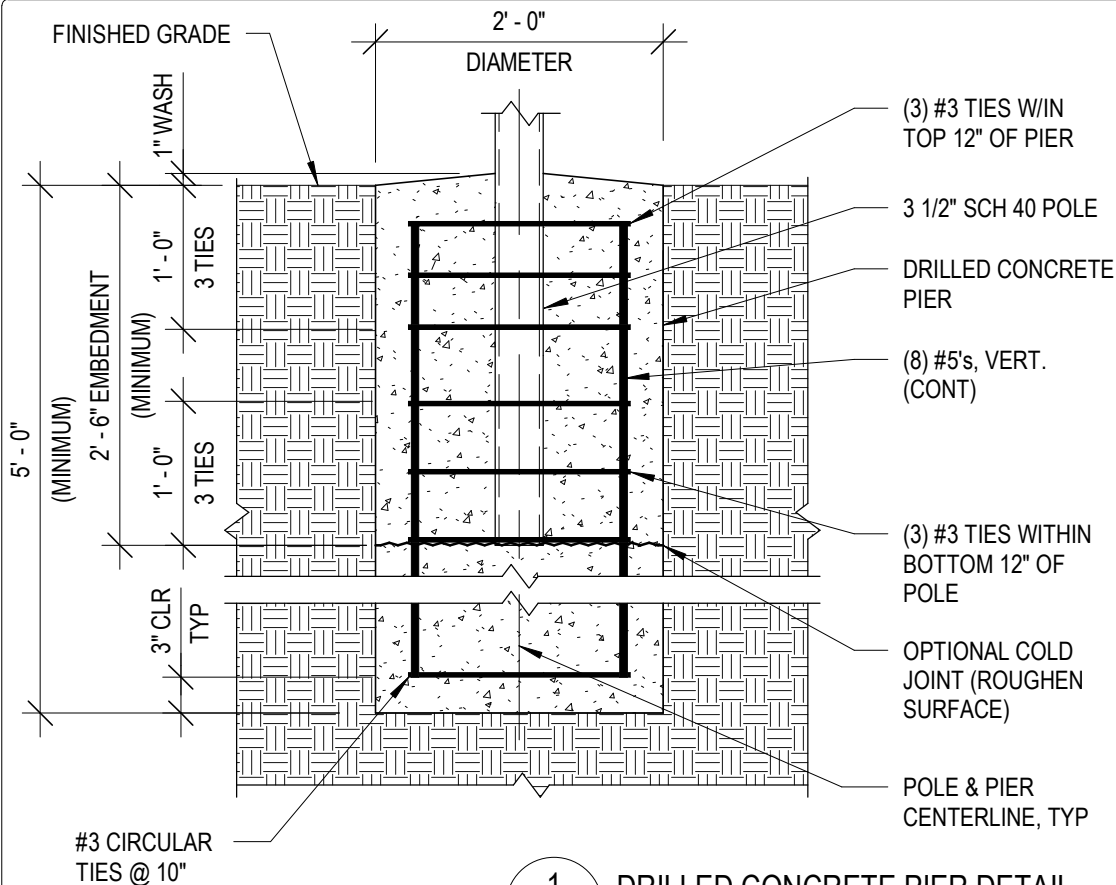
LAYOUT PROOF

DISCLAIMER: Sportsfield Specialties, Inc. netting systems are designed and intended as a complete netting system. In the event your facility replaces an existing system, relies on existing structural elements, or purchases an extension to an existing netting system, Sportsfield Specialties, Inc. does not make any representations or warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system. Owner's decision to proceed with an extension in lieu of a complete new netting system will be at Owner's sole risk and without liability to Sportsfield Specialties, Inc. and Owner shall indemnify and hold harmless Sportsfield Specialties, Inc. from all claims, damages, losses and expenses arising out of or resulting therefrom.

CUSTOMER SIGNATURE: _____ DATE: _____



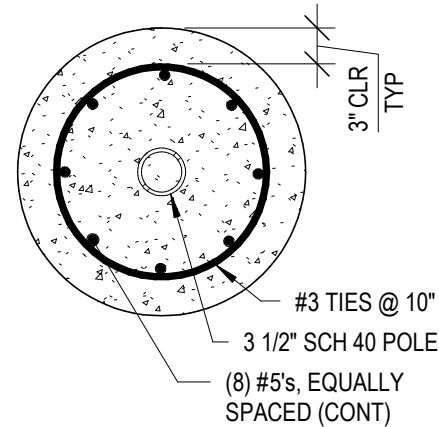
North Netting (20'H x 125'L) Pole Foundations



1
S101 DRILLED CONCRETE PIER DETAIL
3/4" = 1'-0"

SYSTEM NOTES:

1. SYSTEM TYPE = STANDARD STORMGUARD BALL SAFETY NETTING SYSTEM (BSS420)
2. NETTING TYPE = #G295T KNOTLESS POLYESTER NETTING
3. NETTING HEIGHT = 20' - 0" MAX
4. POLE HEIGHT = 21' - 0"
5. POLE SPACING = 25' - 0"
6. CABLE SAG B/W POLES = 2' - 2" MIN



GENERAL NOTES:

LOADS USED IN DESIGN: DESIGN BASED ON THE BUILDING CODE 2021 OF COLORADO, INTERNATIONAL BUILDING CODE 2021 (IBC 2021), AND ASCE 7-16 WITH SUPPLEMENT 1; WIND: BASIC WIND SPEED (3-SECOND GUST) = 100 MPH (POLE); = 60 MPH (NETTING); WIND EXPOSURE C; RISK CATEGORY I

SOILS INFORMATION: EFFECTIVE UNIT WEIGHT OF SOIL USED FOR FDN DESIGN = 110 PCF; COHESION = 1400 PSF; COHESION (SATURATED) = 190 PSF; THE WATER TABLE HAS BEEN ASSUMED TO BE BELOW THE BOTTOM OF THE FOUNDATION FOR FOUNDATION DESIGN; LATERAL BEARING PRESSURE = 200 PSF/FT BELOW GRADE; IF FOUNDATION IS NOT AUGURED, COMPACT SOIL SURROUNDING FOUNDATION TO 95% MODIFIED PROCTOR. SOIL PROPERTIES HAVE BEEN ASSUMED BASED ON SOILS RESEARCH USING THE U.S. DEPARTMENT OF AGRICULTURE WEB SOIL SURVEY. NO GEOTECHNICAL ENGINEERING EVALUATION WAS PROVIDED. **A REPRESENTATIVE OF THE SOILS ENGINEER SHOULD VERIFY SOIL PROPERTIES PRIOR TO INSTALLATION OF POLE AND POLE FDN.**

CAST-IN-PLACE CONCRETE: MINIMUM ULTIMATE COMPRESSIVE STRENGTH, F'_c = 4,500 PSI AT 28 DAYS; AIR ENTRAINMENT AT 5.5% +/- 1%; W/C RATIO = 0.46

REINFORCING: ALL REINFORCING FOR CAST-IN-PLACE CONCRETE SHALL BE ASTM A615 BILLET BARS, GRADE 60; DETAIL REINFORCING IN ACCORDANCE WITH THE ACI DETAILING MANUAL

STRUCTURAL ALUMINUM: PIPE SECTIONS SHALL CONFORM TO 6061-T6. PROVIDE BITUMINOUS OR ASPHALTIC COATING ON ALL SURFACES OF EMBEDDED ALUMINUM.



ENGINEERING

521 GARDNER ROAD APALACHIN, NY 13732
WWW.GRETELENGINEERING.COM
(607) 258-0080



IT IS A VIOLATION FOR ANY PERSON TO ALTER THIS DOCUMENT IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A PROFESSIONAL ENGINEER. IF THE DOCUMENT IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE DOCUMENT THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

OWNER: SPORTSFIELD SPECIALTIES

PROJECT TITLE:
BRECKENRIDGE GOLF COURSE
BSS420

PROJECT LOCATION:
200 CLUBHOUSE DRIVE
BRECKENRIDGE, COLORADO 80424

REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

ISSUE DATE: 12/12/24

PROJECT NUMBER: 24-199

SHEET TITLE:
BSS420 FDN DETAIL

DRAWING NUMBER:

S101

SHEET NUMBER: 1 OF 1