



Planning Commission Regular Meeting

Tuesday, January 21, 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. BGV PARCEL 2 WORKFORCE HOUSING AND PARKING LOT IMPROVEMENTS (SVC) 415 NORTH PARK AVENUE; PL-2024-0422
- IV. TOWN PROJECTS (6:15PM)**
 - A. KINGDOM PARK PAVILION & SKATE PARK EXPANSION (CK), 880 AIRPORT RD., PL-2025-0001
- V. OTHER MATTERS (6:45PM)**
 - A. TOWN COUNCIL SUMMARY
- VI. ADJOURNMENT (7:00PM)**





Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With the below changes, the December 3, 2024 Planning Commission Minutes were approved.

Mr. Leas: My comment on page five regarding the exterior of the Village of Breckenridge, “we appreciate the investment,” should instead state, “we appreciate the *capital* investment.” On page seven, I’m quoted as saying “the modular projects in Edwards look better than Breckenridge’s Justice Center.” That was meant to state, “the modular projects in Edwards look worse than Breckenridge’s Justice Center,” consistent with my closing comments.

APPROVAL OF AGENDA

Mr. Kulick: Following public comment on historic preservation issues, our new town attorney Keely Ambrose will give an introduction.

With the above change, the January 7, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

INTRODUCTION OF KEELEY AMBROSE, TOWN ATTORNEY

Ms. Ambrose introduced herself to the Commission and offered her assistance as needed.

PRELIMINARY HEARINGS:

1. Imperial Hotel, BGV Parcel 4 (SVC), 1599 Ski Hill Rd., PL-2024-0475

Ms. Crump presented a proposal to 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 following specific questions were asked of 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 allocated space of 1,668 sq. ft. and 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?

Commissioner Questions / Comments:

Mr. Giller: Can you point out the BOEC dedicated parking spaces? (Ms. Crump: They may not be delineated on the plans yet. The dedicated spaces are a requirement of the Development Agreement.)

Mr. Frechter: It would be nice to see elevations for the next hearing from the rear, ski adjacent side of the project; I would like to see how it integrates with the ski area and nearby on-snow learning areas. What are the employee generation rates under the new code? (Ms. Crump: 193 employees would be generated under the new code. That is less than what the applicant is proposing.) We should take that under consideration. Is there any precedent for granting positive four points for the BOEC space and amenity access? (Ms. Crump: The previous precedent includes allocated space for childcare facilities, student housing for CMC, and possibly FIRC. Those applications have received positive four points for social services under policy 24R, but there's not a related similar example.) Staff proposed positive four points for the snow melt monitoring system. How did you come up with that number of points for that? (Ms. Crump: That part of the Development Code only allows for positive four points, or negative four points for proposing something very energy inefficient. There's no flexibility in that spectrum.) (Mr. Kulick: We will have our Sustainability Division weigh in, but Jessie Burley did look at it and gave preliminary positive feedback on the proposed system.)

Ms. Gort: PMA development standard states, "restored in a manner that provides similar biological functions." It doesn't seem like we have a lot of details on those retention ponds except seeds will be planted. Considering revegetation timeframes, the requirements seem stronger than proposed by the applicant. (Mr. Kulick: It will be similar to the other variances we granted, but each one of the buildings, the three BGV buildings, One Ski Hill Place, and the parking structure that are adjacent to the Gulch had a similar variances. This language is borrowed from those previous projects to keep it consistent. The expectation would be what we've seen previously for revegetation and implementation of the detention facilities.) They just seed, not plant bushes or shrubs? (Mr. Kulick: They've seeded, monitored revegetation, and completed weed control, absent using any kind of herbicide. The Ski Area has to contract and keep up with weed mitigation for both the water quality and detention areas. This includes the gondola easement which in certain locations is very complex because of the wetlands where you do not want to not tread on the vulnerable areas, but it's very important to not let invasive species take root in the Gulch. This is a concerted effort that the Open Space Division manages. You're right that the vegetation part maybe sounds less technical, but it's really ensuring there is ongoing maintenance.) I can't tell really the area there or what's already growing there. It shows lots of trees. (Ms. Crump: The detention area will be approximately here on the diagram.) Will it look similar to the one on the left? (Ms. Crump: No, it will not. It won't be a physical pond like shown, but more of an overflow area expansion. It won't be a structure; more removal of soil from this area to accommodate additional discharge.) The Town's policy is to only require planting seeds and maintaining it? (Mr. Kulick: We're being consistent. This is located upland from the wetlands. It's really making sure the water that is discharged is settled and filtered before it goes back into the wetlands. This is the last buffer area before we get into the sensitive wetland complex.) (Ms. Crump: This area already exists and they are proposing an expansion of it. This collection area will take on runoff that's coming

from the ski area or groundwater. It's not going to take the more contaminated runoff from the parking, driveway, or roofs of the structure. That will be diverted into this existing pond, which has more water quality treatment features.) It would have been nice to see more of what their actual design is. This will be very visible there. (Mr. Kulick: Specifics will be in the next level of design and reviewed by Engineering.) 11 SFEs on the original agreement and then now proposed 17 SFEs for commercial. Why did that increase? (Ms. Crump: They're allowed to use the 74.2 SFEs transferred for any use. Some of those were allocated to commercial.) Do you have precedent for the employee generation rates requested? (Ms. Crump: As allowed in the code, the applicant has supplied evidence for adjusted generation rates based on employment in their existing properties. If they had to provide all housing for employees generated under the old code, the proposed Entrada development exceeds that amount. The adjustment to the generation rates that they're asking for is somewhat moot, but we don't want to set a precedent for relieving employee generation where it's not warranted.) (Mr. Truckey: The old code regarding employee generation said an applicant could challenge the generation rates. We did that with Highside Brewery; there's some precedent for that in the past and they're looking for the same consideration.) For whole ownership units, you're giving them a lower generation rate, but that's something they've elected to do. Is that part of the consideration? (Ms. Crump: Yes, they could elect to have a higher intensity use of the square footage, but then they would have a higher generation rate. We're recommending to accept their proposed generation rate based on the use that they're proposing. The generation would change if they decided at the end that they wanted them to all be fractional ownership.)

Mr. Smith: If you can cover the employee generation rate with your employee housing project, why ask for an exception? (Ms. Crump: I will let the applicant speak to this but they probably want a true value that reflects what their resorts actually employ. Their similar size, similar scale operation employs 160 full-time staff, which is fewer than what this is showing would be generated. The applicant wants to show that the generation rate is true to reality.) Regarding the building height, I see that the chimney exceeds approximately eight feet above the existing roof line. It says on the development code in no instance shall any of these structures extend ten feet over the specified maximum height limit. Would that maximum height limit be the 72', instead of the 62'? (Ms. Crump: That actually is overruled by the development agreement and Master Plan, which has a different absolute maximum height, the height of One Ski Hill Place's east cross gable. In this instance, height is governed by several different documents, including the development agreement, the master plan, the development code, and land use guidelines. The absolute policy, based on the master plan, is the east cross gable of One Ski Hill Place. The relative policy defers to what's in the development code and the recommended land use guidelines. And that's the 62'. We would assess negative points based on 62', the maximum recommended height.) The One Ski Hill roofline takes the precedent? (Ms. Crump: Yes, that's their absolute maximum. But to answer your question about the chimney, there's a separate section within the development code Policy 6 that talks about building extensions like elevator shafts or chimneys. Those can be up to 10' taller than the maximum building height.) Is any of the groundwater going to be pumped or is it all naturally flowing? (Shannon Smith, Town Engineer: We'll defer to the applicant. We haven't received design plans on any of that yet.) There is continuous groundwater pumping that requires some permits to the State as well. (Ms. Smith: The groundwater situation was similar in the prior development that's been completed. I think we'll be following that.) Have you considered the snowmelt coming from the ski area, and PFAS chemicals coming into the wetland complex? (Ms. Smith: I don't think we're analyzing PFAS in the Gulch.) (Mr. Kulick:

We do monitor general water quality throughout the Gulch and have a lot of test sites. BOSAC reviews every year with consultants that come and issue an annual report. Occasionally a pollutant chemical presence is detected and there is a need to trace its origins.)

Mr. Giller: On the accessible parking count, I'd like those spaces broken out between the overall building and the BOEC requirements. The sensor on the heated pavement is given points under "other design feature", could you give us some precedent on other design features that have obtained four positive points? (Ms. Crump: The only one that I'm aware of is a single-family residence which installed a geothermal heat system. That system wasn't contemplated in our code either. The Commission assigned positive four points. I'm not aware of other instances where we've given positive points.) When I look at that brochure, it's a little weather station and a microprocessor. (Mr. Kulick: There's other data they can provide; they do utilize that system at some of their other projects. Sustainability will review it more thoroughly.) It's still just a sensor and doesn't seem to be a lot to it. There are areas on the plans that are just color-coded with general descriptions like amenity or back of house. Are we assured of the programming here? Considering the development requirements and the employee generation requirements? There's large sections of the plans that are vague as to programming. (Ms. Crump: Included in the condo/hotel generation rates it's contemplated that you would have support and amenity areas that go along with that in those generation rates. I'll let the applicant speak to amenity programming and if there's more solidified information they can provide beyond what's on the plans.)

Mr. Leas: Will the Breckenridge Ski Resort staff be moving their operations to some temporary facility while the building is constructed? (Ms. Crump: There will be temporary structure or structures for those facilities during construction. We've asked that the applicant provide that information at a later hearing. Those are contemplated with this development and they were contemplated in the development agreement.) The building is ~ 409,000 square feet including the townhomes? (Ms. Crump: Yes, 409,000 sq. ft. gross.) The siding material noted in the DTJ drawings as wood tone, natural fiber core siding. That's not an approved siding material. (Ms. Crump: We've asked for more information on that and they're going to bring a sample and more information for a subsequent hearing.) Fiber cement is what we allow. It'd be nice to have some samples and some specificity about what that is. (Ms. Crump: They're contemplating some of these non-natural materials that you mentioned because they do run against building codes for high rises. Once they get above a certain building height different materials are required for fire prevention.) (Mr. Kulick: Previously on all the buildings, once above the building code threshold, they were not assessed negative points for those areas for utilizing materials required by code; if a building code requires a different type of material, we've allowed them to utilize another fireproof material. That goes back to even before we had more leniency with cementitious siding. Some of the earlier buildings would have been painted into a corner had we not had an allowance for more hardened materials above a certain level that they coincide with building code.) Going back to the water quality issues. You say "the approval by applicable regulatory agencies must be obtained." I'm used to seeing a very specific recipe for what needs to happen in terms of mitigating groundwater and runoff. I'm sensitive to that and I think everybody would be a little bit more comfortable if we had some specificity about what they're going to do. (Ms. Smith: There will be specific permits issued by the State agencies as well as Town of Breckenridge. They are just not required at this hearing.) Pathways from Boulder Ridge and Four O'clock subdivision, the grade there requires walking with skis? Is there a provision to have the grade such that that's not prohibitive to ski back? (Ms. Crump: They will not be changing the grade once you cross the

property line. Right now for access, you could take the stairway from Ski Hill Road and then walk uphill. It may be improved access, in that you could ski back this direction to your home if you live up here, but you're right, once you get into this access easement it is uphill towards those subdivisions.) (Mr. Kulick: Yeah. It is narrower with this plan. Current ski access with no buildings there, the neighbors can go whichever way is the most desirable back to their property. Upon completion of the building, it will be funneled, and I think this is one of the biggest concerns that the neighbors have some legal access to come in and out of the ski area. I know Mike Dudick of BGV had discussions with them; it's very important to maintain ski access to that neighborhood.) We're talking about the access when the project's finally done, but I think it's also important to address the temporary access while the construction is going on, because you want to give them access, but you also want to keep those people safe from construction activities. (Mr. Kulick: It isn't shown on the plans but that is a good point to know the access plans for the several years of buildout and construction.) Can you expand upon the issues regarding the left turn lane into the project that BGV doesn't want to build? (Ms. Crump: It's part of an ongoing discussion between the applicant and Engineering. Current code standards from the Town require a left turn lane. Previous standards did not for the East Peak Hotel.) Is it a cost or practicality issue where you don't have the space in the right of way? (Ms. Crump: I think it's a space limitation. I can let the applicant expand on why they would rather not do that. But it is an ongoing discussion, nothing is determined at this time.) Delivery trucks would have the backing motion off of Ski Hill Road and it's not really clear, does that mean that they will be able to stop and back into that space or back to Ski Hill Road? (Ms. Crump: They will be given a variance to back onto Ski Hill Road.) (Ms. Smith: That was included in the development agreement. I'm unclear also what the circulation movement would be, but there is a provision in the development agreement that allows a backing movement onto Ski Hill Road, which goes against our standard code.) The black metal proposed for the top of the retaining wall to separate the ski area from the new area, that's not typically what we see on the resort? It is usually a horizontal wood fence with wood posts. Why the change? (Ms. Crump: They were looking for something more substantial for grooming snow up against it. The other resorts at the base don't meet the ski slope at this extreme grade change and there's not a dangerous drop off. This will be a series of retaining walls with quite a bit of height difference. The steel mesh will allow for visibility between the two areas and won't obstruct views. The development code under Policy 47A does allow for steel fencing at the ski area, so staff doesn't find it problematic, but we can certainly ask for a render of the fence prior to the next hearing. The ski area has asked the applicant to include this fence. The applicant can speak more on the design choice.)

Ms. Propper: There are 127.6 SFEs for residential, and when I added up the townhomes, hotel and condominiums, I got a 132.54. Which would be an excess by almost 5 SFEs. Then I saw that for the common areas, support and circulation there are 65 SFEs. As Elaine pointed out, there are 6 additional SFEs being used for commercial. The overage between the two residential numbers of almost 5. The number that I came up with for these areas was 79.98 SFEs, which exceeds the 74.2 SFEs number that I understood is the number that can be used for other purposes. So roughly 2 SFEs higher than the 74.2. Can you explain? (Ms. Crump: The support and circulation SFEs, those could be for any use as well. When we removed Policy 4, mass, that took away the bonus they would receive for hallways and support areas and other areas that didn't have density previously. So, under the new code those have to be assigned a use. For this, we allocated the use conversion rate of 1,200 square feet for condos for that circulation support area. But those may not be strictly residential uses. Circulation and support

could be put into some of the other categories. Staff will redo the math on our own and come back to you on that question at the next hearing.) As I'm looking at it, they're over on the residential. They're over on the commercial. There are a little bit under on the guest services, but I wasn't sure whether that was the number that could be used for something else. And then they have this 74.2 SFEs that are flexible. (Mr. Kulick: We have to look through it, but guest services has a very specific definition under the master plan. You have to look at that definition and attach it to what it is versus just saying this seems more commercial or this seems more residential. There are certain things that qualify as guest services.) I'm very appreciative that BGV is allocating BOEC space, but I question the allocation of four points. It seems very high to me and as far as I understand it, the BOEC only operates in the winter. Will that space be used in the other months as well? (Ms. Crump: They would have full time access to this location, and they do have summer programming as well.) I'm just not clear on how you reached the four point allocation. (Ms. Crump: Under that provision of the development code, it's a multiplier of four. Four is the lowest amount, up to eight.) (Mr. Kulick: Eight is the highest, which the Sol Center received. We supported positive four due to the improvement from existing facilities for the BOEC to get skiers to the lifts versus out of their current Peak 9 facilities. It is quite a trek and it's very hard. This gets you dedicated parking that's appropriately sized for the ADA vehicles. A facility with elevator access, that will take them directly to snow. In terms of ease for the type of clientele, it is a significant upgrade. It's much more than just the total of the 1,500 square feet if you compared it to the existing space. At the previous iteration of this project, there were people that came and spoke up on behalf of the BOEC and provided a background of how valuable this space is and it's been high on their list of needs for years. It was very strategically written into the development agreement with the consent of Council to be eligible for positive points.) I'm not objecting to positive points, I just didn't understand how we got to four. The number of employees that would be generated for the whole ownership condos, BGV is using its experience at other sites. It is speculative; they are positing that so few owners are going to want to rent their units. If they rent, it's going to generate a need for more employees, because there's going to be more turnover. (Ms. Crump: I think we could ask the applicant to supply additional information about their current properties and employment generation, specifically for whole ownership condos. The rate that they proposed of 0.33 per unit, is higher than what our current nexus study says is required for a hotel or condominium use per unit.)

Graham Frank, Breckenridge Grand Vacations: The most important part that this building has been an evolution of multiple years and multiple plans and has landed here, which I think is a very good spot. It takes years of iterations. Starting with storm water runoff, the easiest answer is we have to meet the State standards. We have to meet the Town standards, and our entire building package will be reviewed by the Engineering department in detail. At this point, there's not active groundwater or stormwater pumping stipulated, but until we have the final details on the hydrostatic shoring wall, all those things, we can't give it to the Engineering department. As soon as we have that, it will go through that full review for both State discharge and Shannon [Engineering]. And talking about the Gulch, looking back at ten years of reports going back to Vail Resorts, One Ski Hill Place, all of those, we didn't have any resins of wax in the reports done by Tetrotech at the time. I don't know if any new reports show that. Theoretically, if you're taking a surface sheeted parking lot right now without any real retention facilities, that's running down the berm and across the road and into the Gulch, everything should be an improvement on the past because we'll be slowing down the velocities, directing the velocities, and we'll have sumps along the way. So, all of that again will be checked by Shannon [Smith, Engineering] and her team. But that is the intention to preserve that asset. We obviously see it as a huge asset for the project and the selling features

of the project having Cucumber Gulch there. We will show all of the ADA spaces, specifically the 6 for the BOEC, specific height, all ADA access to elevator. In addition to what's required by the building; we will have all those striped and shown in the plans in the next iteration. I actually sat on the original Amenity Club task force, so acutely aware of the requirements, but to your questions of what we are programming, we are working through the program of all of those areas but by no means trying to circumvent the amenity club program. So, for example, that pink space on the first floor, when we open phase one of the building, that'll be the first lobby space. And as we move up through the building, that will then become the dedicated whole ownership lobby. This will preserve the different guest experiences. Once the entire project is open, timeshare and hotel guests will be met by the valet on that level. Will go up to that main lobby level where they'll do their check-in. Whereas we see our whole ownership guest being used to the property, they'll go into more of a lobby, concierge experience, grab anything they need, or simply bypass it and go directly up to their unit. But we want the dedicated elevator stack which comes all the way down should they want to jump on the shuttle or go to the transit center to go to town. That was the intention of those. Then as you move out into the building, the ideas we have now for those pink spaces are things like a golf simulator, family fun center, arcade, a lot of the amenities that you see at our current resorts. We are really trying to expand that convenience in the building, but by no means trying to be secretive about what's there. We just haven't decided the exact use in each exact space. One of the things we've seen at our project in Avon is this huge usage of the sports simulators where you can play a litany of games. Those are some of the things we're working through programmatically right now. We'll try to add as much meat on the bone for the next hearing but to your question on amenity club, by no means trying to go around that ordinance. Siding. In the past, we've done, the NFPA fire treated siding at 80 feet. We have not yet found a product that doesn't leach over time. Bill [Campie, DTJ Designs] is going to bring back, not a natural product, but something that preserves the look and feel? We think longevity is key versus two years into the project, and you have lost all of your natural wood look, and you painted it so that leaching stops. So that is what we will be bringing back to you to try to meet a) the building code standard, but b) the natural look and feel that we want in the design code is the intention of those materials that Bill's team will bring back. And Bill can talk about it in more detail. In terms of access and the left turn lane, what we're trying to do is define the exact number of cars that are going to be turning left per hour to understand if that left turn lane is needed. We're going to do specific car counts at each of our projects on Peak 7 and 8 over the next two weekends and provide the exact data to Engineering to say are we exceeding that threshold on left turns per hour or not? Right now, we're using the modeling standards that take urban projects and mountain projects to generate these based on the usage in the building. We thought that we'd be better off getting the exact counts, presenting them to Shannon, and then finding a solution that we think is viable for the project. (Mr. Leas: I've never had any call backs with Hardy cementitious siding. That's a product that would work for you and would hold up long term.) Metal Fence; we went back and forth with Vail Resorts on the metal fence. This is very critical area with two magic carpets directly above these retaining walls that come down into the site. The barrier is very important in its ability to hold up every day when the snow cats groom to that concrete that it sits on so that you step off directly onto the snow. And as you're doing that grooming, it pushes snow up onto that fence and barrier. We wanted to be permeable enough that a lot of that snow is passing through, but also that we're not building up the snow fence effect creating a berm. We wanted it to be permeable for view from the site up to the ski resort and vice versa, but also ensure that it would be permanent enough for when a skier out of control and isn't stopping before he gets to that shoring wall and there is a permanent barrier there. That was the thinking and working with Vail Resorts and what we've proposed there. On BOEC, I don't usually do this, but I would say from working with Tim Casey and Sonya and all of them that we should get plus eight for this site. The BOEC said it will change the face of the BOEC. Underground heated parking, direct access to an elevator space on the snow at Peak 8. This will be one of the most substantial gifts to the BOEC that they've ever had. I think it is a huge give for that program and because today's access is brutal on the instructors and the participants as they're getting carried in their devices. This gives direct access to the snow literally. They can enjoy the day out on whatever device they're using and back down to the ADA accessible vans. And when Mike Dudik and Tim Casey

originally discussed this four and a half years ago, it was a point of enlightenment for the BOEC and something that we were pretty excited about. And then the last piece, Mike on these devices [snowmelt weather monitoring], so these aren't just a small devices. It is technology that hasn't been in place up here in terms of monitoring and ramping snow melt. It is so advanced that the EPA actually gave us an award for the use at our Peak 8 property, Grand Colorado. We received the EPA Region 8 Recognition Award at Grand Colorado at Peak 8 for the use of these. The EPA is a tremendous believer in the application and use of this technology and it was really innovative. It is used so you're getting the most effective ramp up for power to melt the snow in advance of it hitting the ground. Because the worst thing is it gets on the ground and then you're trying to ramp to a level to clear it. Use of barometric pressure allows you to get ahead of the curve and also turn off the system at the moment it's melted and dry on the ground versus continuing to heat through a cold spell even though the ground 's dry. We're pretty proud of ourselves candidly on the use of the technology. It is not just a new device, it is something that's really effectuating change for us at Peak 8. (Ms. Gort: Can you tell us what kind of sensors; do these use cameras or how does it detect?) It runs off barometric pressure and humidity. It is sensing the storm coming in and the change in that barometric curve combined with temperature and then a humidity sensor once you have melted the snow in that area, your humidity sensor starts picking up zero and you ramp down to stop the melting. So, you're trying to get ahead of the storm and heat the ground before the snow falls, because melting it when it hits the ground is the most efficient way to do so versus melting build up. And then it turns off as soon as that melt cycle has happened. (Ms. Gort: And that's accurate enough, just barometric pressure?) Barometric pressure plus moisture, and temperature. (Ms. Gort: That doesn't use any weather forecasting?) Well, as you start to see that drop in the barometric pressure, your storm is imminent and that is when you start seeing it. I'm sure I butchered how they use the technology, but that's my layman's terms for how they do it. In our staff letter you can see how many therms of gas that we've actually saved at Grand Colorado. It's a huge number for the system. On employee generation, the reason we're asking for the reduction is for accuracy. The next time we come in for something. We're not asking to build less housing, everybody understands that. We're asking for the recognition of what the building 's actually generating so that the next time we come we don't face the answer of well, we just went with their code last time. We want to accurately represent each of these buildings. It's not in the desire to reduce the number of units we're building. We are committing to that and building Entrada. At Grand Lodge on Peak 7, we have both whole ownership condos and we have timeshare. Grand Colorado Peak 8, timeshare and in Avon, we have total buildings of whole ownership. That's what you're seeing in all the data going into this. For example, our most recent project in Avon, 75 condos would be less than half of the 0.33 per unit as it's operating today, with high occupancy and a high rental rate. It's just we want to be accurate in how we're representing our buildings. (Ms. Propper: The Avon property is not a ski front property.) Correct; it's at the base at the gates of Beaver Creek.

Mr. Frechter: What's Vail Resort going to do for a Peak 8 locker room and ski school?

Mr. Frank: They will be relocating those uses to space they have in both One Ski Hill Place and in Crystal Peak Lodge. And then to the question of temporary space, yes, we'll be putting temporary trailers on the site for both storage and office during construction.

Mr. Leas: There's a phase line on the drawings. Is the building going to be built in two phases? (Mr. Frank: One continuous phase for the superstructure, but occupying in phase, coming up through the building. Isolating it across the building is the idea. And the other thing, Mark, we would build and Certificate of Occupancy on all those parking levels in the first phase, but half of those spaces would be used for construction parking.) The nine townhomes are they fee simple or condominiumized? (Mr. Frank: Both the uphill chalets and the downhill townhomes are all fee simple.) And if you could just elaborate for the panel, what the difference is between the fractional units and the condominiums so that people understand how they will likely be used by the owners and the impact of renting or not renting. (Mr. Frank: Our fractional units are sold in 1/52 fractions, so deeded interest one-week fractions. And they range across unit sizes depending on lock-off, suite, those sorts of things. Those have very

high utilization. Owners can stay or rent their unit if they wanted for their week, they run at a very high occupancy. Whole ownership, we on average across all of our projects, see about 40 percent of our owners participating in the rental pool. Units that are more than \$5 million dollars, that drops precipitously and we see their use pattern at only about four weeks a year. All of the owners will participate in the property management for the HOA, but you can rent through whatever service you want. But for continuity across the project, we limit the property management for safety and facility use. The hotel product we see running consistent with the STAR report at a 56% to 66% annual occupancy, if it's following the industry standards. Those would be the use patterns that we would expect to see across the project.) Can you speak to the townhouses? (Mr. Frank: That is a whole ownership product that is in the high end range, \$5 million dollar plus. The owner would make any decision to rent. A lot of those units in the \$5 million dollar plus range, we see the unit lays fallow, if you will, unoccupied and unused when they are not there.)

Ms. Propper opened the hearing to public comment.

Mr. Bill Anderson, 202 Saw Mill Run Road

I'm not sure how many of you are on the committee the last time we went through this, but I own basically the whole east side of that in the Four O'clock subdivision. Last time around I had my remedial drawing of how the whole neighborhood kind of funnels through our property out into the ski hill and it looks like we've got the same situation, and I appreciate having the access. I would love to see a little more detail on how it's all going to work. Most of the people ski from above to their houses and then walk out or ski out through the lower so you don't have skiers racing through below the magic carpet. I appreciate the conversation going on. The one thing I haven't seen anything, and it's a personal thing we're losing most of our view which I get. I mean it's a big building, but you've got that huge peak on the other side that they're basing everything off of. I would just love to see some drawings. So at least we have some view of the mountain and last time we did have a peephole so we were going to see part of the mountain. We kind of lost sight of all of Peak 7 and 6. I'm not against the development, I think it is going to be great. I don't expect to get my whole view, but I'm just hoping we can at least see some sort of a view. We had actual view easements on most of the drawings last time, so at least there was a peekaboo for Jane Hamilton above and myself so we can least have our view that we've always had in some element of it. But that's the main thing. And then you already hit it on it, but I mean it's going to be hard and I don't think we're expecting great things, but if we can have some sort of access to the mountain during construction. I mean again we're here quite a bit, but we do rent some, and the whole neighborhood does the same thing. I don't think they're going to be able to keep that access open the whole time, but obviously peak season, if we can have better access then that would be very helpful. That's all I got.

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

Response to Commissioner Questions:

Mr. Frechter:

1. Drainage Improvements: Yes.
2. Architecture: Yes.
3. Employee Generation Rate: Yes, because the new code has you under and you are building over the requirement.
4. BOEC: Yes, I teach out part-time out of the Village. I see every day what the BOEC goes through to get guests to the snow, often carrying them. For their dignity, this improves the access for those that need physical help to get up to the snow.
5. Heated Paving: Yes, based on what Sustainability says.
6. Point Analysis: Yes.
7. Additional Comments: None.

Ms. Gort:

1. Drainage Improvements: Agree, we should grant the variance.
2. Architecture: Yes.
3. Employee Generation Rate: Yes.
4. BOEC: Yes, four points.
5. Heated Paving: Yes.
6. Point Analysis: Yes.
7. Additional Comments: It looks like a great project.

Mr. Smith:

1. Drainage Improvements: Yes.
2. Architecture: Yes.
3. Employee Generation Rate: Yes, and I agree on not allowing zero for the market.
4. BOEC: Yes.
5. Heated Paving: Yes.
6. Point Analysis: Yes.
7. Additional Comments: None.

Mr. Giller:

1. Drainage Improvements: Yes.
2. Architecture: A big thumbs up. This is much better than the design of four years ago.
3. Employee Generation Rate: Yes, and the market.
4. BOEC: Yes, and thank you. This improves inclusivity.
5. Heated Paving: Strong no, the weather monitoring system is a controller box. Automation is something you would do anyway. This is not significant enough to warrant four points like the BOEC lease or other points allocated for commercial building energy efficiencies. Nowhere near that.
6. Point Analysis: No, not the weather monitoring system points.
7. Additional Comments: Thank you for the BOEC space.

Mr. Leas:

1. Drainage Improvements: Yes.
2. Architecture: Yes.
3. Employee Generation Rate: Yes.
4. BOEC: Yes.
5. Heated Paving: I too think the four points is excessive. You are going to get an economic benefit for putting this in.
6. Point Analysis: No, specifically the nine points for the heated paving. Under 33/R, we have the option as the Commission to waive points for safety. I think the reason that this is in the code, we have the ability to interject common sense regarding sustainability. When we look at points for over 5,000 sq. ft., on a 400,000 sq. ft. building that will be heavily trafficked on the daily, and we compare that to a single-family residence installing excess heated paving for use only a few weeks a year- they are two entirely different things. We should allow this without the negative points.
7. Additional Comments: None.

Ms. Propper:

1. Drainage Improvements: Yes.
2. Architecture: Yes.
3. Employee Generation Rate: Yes, pending more information from the applicant on whole ownership condos.
4. BOEC: Yes .
5. Heated Paving: Interesting, I am okay with the four points for that.
6. Point Analysis: Yes.

7. Additional Comments: Thank you. Good project.

TOWN PROJECTS:

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

Ms. Muncy presented a proposal to install 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.

Commissioner Questions / Comments:

Mr. Frechter: Are there concerns with snow building up on the netting? Would the netting be removed during the winter season? (Ms. Muncy: I do not have that information from the Rec Center at this time but will provide it to Town Council.)

Ms. Gort: Policy 48A does not talk about netting. It speaks to fencing. Are we going to amend the section to provide a variance? (Mr. Kulick: We have precedent for the netting. We have made an interpretation that it qualifies under the recreational uses. I cannot foresee another future proposal.) I guess my concern is that now people might think that they can just use netting for fencing. Do they leave the baseball netting up in the winter? (Mr. Kuick: I think so. In terms of maintenance, they will evaluate it. Grant, the Director of the Golf Course operations, will oversee this. There is such a high level of maintenance in general. I am sure they will assess what is best.)

Mr. Smith: No questions.

Mr. Giller: No questions.

Mr. Leas: No questions.

Ms. Propper: No questions.

Mrs. Propper opened the hearing to public comment.

Mr. John Jumonville, 411 Long Ridge Drive: This has a 2024 date, is this already done deal? (Mr. Kulick: the plan case is labeled as 2024, but this is the first hearing.) I live at 411 Longridge Drive in the Highlands. I am on the ridge that overlooks the golf course on Elk 2, just on that northeast side. I bought my lot in 2003, built my house in 2012. So, I've seen the golf course for many years. It's beautiful. I wanted to say that when I look down, it's the reason I live in Breck. It is the reason we all live in Breck. Breck is beautiful. Nets are ugly. I haven't heard anybody comment about just the beautification of the whole valley that surrounds the golf course. The beautification of the golf course. It's the reason we go there. I think for the entire time I've looked down there, the driving range has been oriented along Elk for 20 years. I'm aware of stray golf balls. Anybody that plays golf anywhere, and I'm a resident golfer, is used to driving ranges near holes. It's a hazard. It's been like this for 20 years, so perhaps that's one problem you are trying to solve, but it's been like this for 20 years. I'm opposed to constructing the nets. I believe it will negatively impact the appearance, negatively impact the appeal. It will overall impair the enjoyment of the course. I'm on the range plenty of times. People come from all over the world. I've been on the range when they walked up from the range and they see open space and this will impact that experience. There's already one albatross that's in the valley. It's a monolith of a solar panel and it's built too big to mitigate and to camouflage its appearance when you're around and see it. I think it impacts the beautification and the beauty of the valley. I don't want to see another albatross in the netting. So, the only albatross I might like to see is a golfer is on Elk 2. That would be me hitting the second shot. I respect the need for safety. I appreciate the workers and I see them in summer mornings, working their tails off. And respect their need to do their work. By the way, this last summer the course was in outstanding condition. They did a fantastic job and I very much appreciate what they do. I also know netting next to parking lots, protecting softball foul softballs versus the beauty of the valley and the golf course. I think are two different things that might be viewed differently. I would be interested if there is netting what might be done to mitigate that. I'd be interested in proposed perhaps alternatives. A few more trees on the east side

along the Elk 2, or Elk 1 might solve a bunch of the stray golf balls over there. I rarely see many down in the fairway if you're on the left of the cart path, which is a bad shot, yes. And if I'm over there, I'm looking at the range as a prudent golfer. That's been like that for 20 years. I don't know what you might do for solutions, but again, I'd be curious in what might have been looked at as alternatives as opposed to man-made ugly netting. Additional trees? If the solar panels are particularly the issue, is there something to cover or get right next to the solar panel so you're not breaking a panel. I'd love for you to move them. I get it, the distance of balls. There's also such thing as a low trajectory low flight ball that might solve a lot of problems for distance. I don't know if that's going to be looked at. Anyway, I think Breck is beautiful and I would like to keep it that way. I know you have a hard job. You're balancing competing beautification with the reality of we want to live and work here and we love the services. The golf course in the valley is a spectacular asset. It's beautiful. People come from all over the world. I've seen "ohs" and "ahs" on the driving range. I love to maintain that. Nets are ugly. There's a reason Top Golf is next to interstate right-of-way, not in the middle of the valley. Driving down Vail Valley, beautiful. My eyes are focused on the road, but I will get diverted by the beauty. But then you know what you see? You see the nets for their driving range, they have no choice because it is right in the middle but you see it, and it's ugly. It takes away from the view. I would rather it not take away from our beautiful asset. Let's look at alternatives. Let's look at a way to mitigate, camouflage if you have to do it. Thank you for letting me speak.

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

Commissioner Comments:

Mr. Frechter: No comments.

Ms. Gort: I feel your pain. I live right there, but my son works the golf course and they're out there walking around. I appreciate your comments though.

Mr. Smith: It is always a trade-off between safety and something else.

Mr. Giller: I agree with Matt. And I appreciate John's input.

Mr. Leas: I wish there is a better solution. I don't know what that solution is and whether or not the Council would or has considered other alternatives. We're hearing about this for the first time.

Ms. Propper: I agree with my fellow Commissioners.

Mr. Giller made a motion to approve the project. Ms. Gort second the motion. The motion was approved 6 to 0.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 8:05 pm.

Susan Propper, Vice Chair

Planning Commission Staff Report

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

Date: January 16, 2025 (for January 21, 2025 meeting)

Project Manager: Sarah Crump, AICP, Planner III

Owner: Vail Summit Resorts, Inc.

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

Architect: Bill Campie, Principal, DTJ Design

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

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

Address: 415 North Park Avenue

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

Site Area: 5.979 acres

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

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

Adjacent Uses:	North: Parkway Center Condos (mixed-use residential/commercial) South: South Gold Rush Lot, future site of BGV Parcel 3 duplexes (residential) East: Parkway Center (commercial retail) West: Private open space
Allowed Density:	Per the Gondola Lot Master Plan, up to 21.7 Single Family Equivalents (SFEs) of density are allowed on South Gold Rush Lot (up to 13.9 SFEs to be provided by the Town). 21.7 SFEs or 26,040 sq. ft. density for apartments. Under the Development Code 9-1-19-3A(D)(3), an additional 15 percent bonus density shall be added to the allowed density, inclusive of the density allowed through the master plan or by any regulation. Total Density Allowed (21.7 SFEs + 15% employee housing density bonus = 29,946 sq. ft.) Under Development Code 9-1-19-3A(D)(1) a maximum of ten percent shall be excluded from the calculated density of a residential employee housing project. Revised Total Density Proposed: 20,232 sq. ft. Recognized Total Density (10% exclusion): 20,232 sq. ft. x 90% = 18,209 sq. ft.
Mass:	A 15 percent mass bonus is allowed for apartments per the Gondola Lot Master Plan (29,946 sq. ft. + 15% mass bonus = 34,438 sq. ft.). Total Mass Allowed: 34,438 sq. ft. Revised Total Mass Proposed: 27,878 sq. ft.
Height:	Recommended Height: per the Gondola Lot Master Plan: <i>“The building(s) will be no more than grade plus three stories in height and integrated into the western hillside so that an appropriate backdrop and adequate screening to the east of the project are provided as allowed by the General Design Criteria for Land Use District #9-2.”</i> Three stories is equivalent to 38 feet. Proposed Height: 36’ 2” overall
Parking:	Per Gondola Lot Master Plan 1.5 spaces required per apartment unit. Must meet parking requirements of Ski Area Parking Agreement and allocations toward the parking agreement discussed in the April 9, 2024 development agreement. Required: 12 residential, 400 ski area spaces Proposed: 412 shared spaces (9 of which are accessible)

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

Proposed Setbacks:
Park Avenue Front: >15 feet
Woods Drive Front: >15 feet
West Side: >5 feet
North Side: >5 feet

Item History

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

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

Previous development plans were proposed for this parcel by BGV in 2022 which included a multi-level parking structure, integrated employee housing units, and a detachable grip gondola across Park Avenue for pedestrians as a development concept. That application was withdrawn and BGV subsequently entered into negotiations with Town Council for the development agreement discussed above which now governs development on this site, referred to as Parcel 2 throughout the agreement. Article 6 of the approved development agreement includes provisions for Parcel 2 including parameters for leasing the units, rental rates, and rental rate inclusions. Article 6 discusses and grants waivers or reliefs from the following: Policy 2 Land Use, Policy 7/R Site and Environmental Design, Policy 13 Snow Storage, Policy 22 Landscaping and off-street parking landscape requirements, and Policy 47 Fences, Gates and Gateway Entrance Monuments. The development agreement Article 6 also grants waivers from portions of the Town's Engineering Code Chapter 5 Design Standards. The development agreement specifies that BGV must provide the Parcel 2 employee workforce housing units and receive a certificate of occupancy for those units prior to receiving a certificate of occupancy for any of the approved duplex units on Parcel 3 and requires completion of the French Street and Park Avenue roundabout prior to the certificate of occupancy being issued for the Parcel 2 employee workforce housing building. The development agreement requires use of an electric shuttle on overflow parking dates to transport users of the lot to the gondola plaza. Regarding landscaping, the project will be held to the landscaping standards and Park Avenue buffer tree retention plan envisioned in the "DTJ Design Parcel 2 Concept Plan" referenced in the development agreement and included in this packet. Specific waivers and provisions of the development agreement are discussed in greater detail within the relevant policy sections below.

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

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

There was previous consensus of the Commission on the following:

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

Changes Since First Preliminary Hearing

Applicants have provided revisions to the plans since the first preliminary hearing to address Commissioner comments regarding livability, access to outdoor amenities, and softening the transition between the residential area and parking while balancing the requirement to maintain the required 400 skier overflow parking spaces. The changes below were made by the applicant:

- Building is 3 feet longer, resulting in slightly revised density and mass calculations which are still beneath the allowed thresholds.
- Revised interior circulation; individual suites now have access off a central hallway to increase privacy. Interior unit hallways connecting individual rooms to common areas were removed. This increased the size of individual bedroom/bathroom suites.
- Improved interior circulation on the parking level; the elevator can now be accessed from both the garage and south exterior door without traversing steps.
- Common area access to bathrooms in common area adjacent suites was removed to improve privacy.
- Juliet balconies replaced most four-square windows to provide architectural interest and better ventilation and outdoor connection to individual suites.
- Reconfigured shared laundry facilities; one on each floor. Removed shared laundry facilities from within common kitchens and moved to common hallways.
- Landscaped area with bench and picnic table added to southwest entrance.
- Landscaped area with bench added to northwest entrance.
- Curb and landscape island added to the east elevation utility entrance.
- Benches added to shuttle drop-off island.
- Proposed rooftop solar installation.
- Proposed extended rear retaining wall for safety.

Staff Comments

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

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

Items for which there was previous consensus, or no discussion or debate, have been removed from the discussion below. The staff comments below only concern portions of the plan which were revised after the first preliminary hearing.

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

"Gold Rush North Residential:

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

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

The revised architectural design still calls for a single structure situated with the length of the building running north to south on the lot. The building will have a predominantly flat roof with shed roof elements for visual interest at the center and on either end of the structure.

The building will be of modular construction with the living areas raised on structural columns to the second and third levels. Ground level parking will be covered underneath the structure but open to the exterior. Additional railing has been added to further separate the underground parking and exterior parking areas for safety.

The predominate four-pane windows previously proposed were mostly revised to become full-light doors which open to newly added Juliet balconies on most bedroom suites. All but two of the individual suites now have Juliet balconies. In addition to the Juliet balconies, common areas on west facing units will continue to have shared balconies facing west. East facing units are not proposed with shared balconies. Staff believes the added Juliet balconies increase livability in each unit by allowing for more light, better

ventilation, and better connection with the outdoors. The Juliet balconies also improve the architecture of the exterior, making the structure appear more residential.

Interior unit layouts were revised to eliminate a redundant hallway on each of the residential floors. Units now open to a central shared hallway. This allows for greater privacy for individuals and creates slightly larger unit suites. The individual bed/bath suites now range from 291-357 sq. ft., as compared to the previous sizes of 237-257 sq. ft. each. Common area connections to common area adjacent suite bathrooms were also removed. Finally, the laundry facilities were moved from the common kitchen areas to a shared hallway accessible room on each floor. Moving the laundry may promote socialization by reducing noise in the shared common spaces. The Housing Department has reviewed and prefers the revised unit layout. Housing has restated that the private entrances to private bedroom and bathroom suites aligns with the agreed upon “studio” rental pricing for these units and is generally preferred by residents of facilities with shared common kitchens and lounges.



Revised layout example. See page A101 for details.

The exterior material palette is the same as previously proposed and continues to include a mix of natural wood trim, painted fiber cement fascia, painted fiber cement lap siding, and painted fiber cement board and batten. The color palette as designed consists of muted tones of beige, white, grey, and dark accent railings and trim. Staff finds the proposal is consistent with the architectural standards of the master plan and complies with Policy 5 of the development code.



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

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

The applicant is proposing that, in lieu of a fence, the rear retaining wall be extended above the slope for safety and to catch debris that may fall. The applicant will provide further information regarding this retaining wall design at a subsequent hearing.

Snow Removal and Storage, 13/A & 13/R: A revised hardscape area of 118,481 square feet will be developed and will require snow removal and storage. A waiver in the development agreement requires only 10 percent snow storage area, or 11,848 square feet, to be allocated on site. The proposal shows 11,986 square feet of storage area. Staff recognizes the challenges of the site to provide functional snow storage and meet the parking requirements. The applicant has stated that the equipment used for snow removal on this large of a site will easily accommodate lifting snow above a curb to reach storage capacity in tighter areas. Regular removal and hauling of snow from the site will also likely occur. Staff has no concerns.

Storage, 14/A & 14/R: Multi-unit residential developments are encouraged to provide at least 5 percent of the total floor area as storage for residents. Bedroom closets and garages do not count toward this statistic. This project should include 1,394 square feet of storage to meet the recommended 5 percent. The applicant is proposing a revised 1,417 square feet of storage area dispersed across all three levels. Storage is to include bike storage and ski lockers. Staff has no concerns.

Parking, 18/A & 18/R: Public parking required by the Ski Area Parking Agreement that is displaced by development on South Gold Rush Lot will be reallocated to this improved surface parking lot, for a total of 400 skier/day visitor spaces to be provided on North Gold Rush Lot as contemplated in the development agreement. Required parking for the proposed apartment units on North Gold Rush Lot will also be provided on the ground level of the structure in the shared parking area.

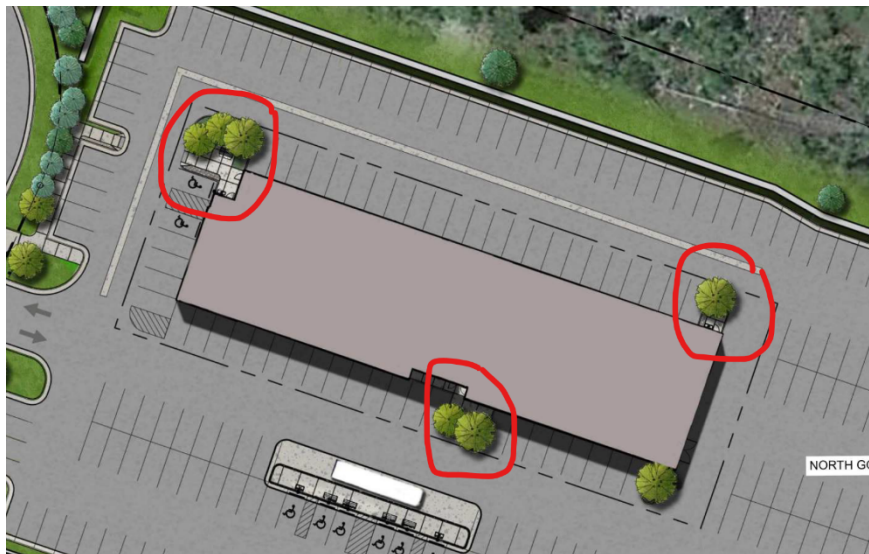
The master plan specifies 1.5 spaces per apartment unit, or 12 spaces for the residential use plus 400 skier spaces are required. The project proposes a total of 412 shared parking spaces. The skier parking area will be improved with better drainage and storm water collection systems. Accessible spaces for the ski area overflow parking will be co-located closest to the shuttle pick up and drop off area with additional accessible spaces for the structure located underneath and to the south with best access to the interior elevator. Staff has no concerns regarding the number of proposed spaces.

At the first preliminary hearing, Commissioners were in consensus that the shared parking should not warrant positive one (+1) point since the parking will not be administered in a shared manner. The required 12 spaces for the residential units will be marked reserved and cars will be registered to those spaces. The remaining 400 spaces will be used for ski area overflow parking. Staff has removed this point from the point analysis.

Shared driveway facilities are also worth positive points under the Development Code. There was consensus of the Commission that the shared common driveway access and single curb cut for both uses does warrant positive one (+1) point.

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

Despite showing consistency with the conceptual plans and a waiver from Policy 22, some Commissioners expressed a desire to see added landscaping surrounding the residential structure to subdue the harsh transition between the structure and parking area. This was suggested to improve livability for the site. To meet this request, the applicant has reduced parking by three spaces to supply only the number of spaces required and included some small landscape features in those areas. Landscape bump outs were added to the northwest, southwest, and east elevations. These areas include a bench or combination of bench and picnic table to provide a small outdoor amenity for residents. Proposed benches were also added to the shuttle waiting area to improve the visitor experience. Staff appreciates the addition of these areas; albeit small, they do provide an outdoor area for socializing.



Additional landscaped amenity areas.

Social Community, 24/A & 24/R, 24/R Section B. Employee Housing Impact Mitigation: The approved development agreement requires these employee housing apartments which were identified as an additional public benefit and that all employee housing units to be provided on Parcel 2 receive a certificate of occupancy prior to any market-rate unit on Parcel 3 receiving a certificate of occupancy. No additional positive points are warranted for the provision of employee housing in relation to this application. Staff has reviewed Policy 24 to determine if any additional exterior amenities could be required of the applicant. This policy does not require any minimum threshold of exterior amenities or site beautification. The policy does not speak to the aspects of quality of living or provision of outdoor areas for apartment residents.

Energy Conservation, 33/A & 33/R: The project proposes no snowmelt heated surfaces and no fireplaces. As suggested, the applicant will now include a rooftop solar energy system. The final size, design, and configuration of the rooftop panels will depend on needed Renewable Energy Mitigation Program (REMP) offsets at the applicant’s off-site projects, such as the Imperial Hotel on Parcel 4. This was a contemplated negotiation for the applicant to meet the requirements of REMF and is allowed by the development agreement under Article 8.2(f).

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

Fences, Gates, and Gateway Entrance Monuments, 47/A: Between the first and second preliminary hearings the applicant proposed a chain link safety fence to be installed above the rear retaining wall. A chain link fence is not allowed for this purpose under Policy 47. Staff has discussed this with the applicant and mention of the proposed fence will be removed from the plans prior to the final hearing.

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

Point Analysis

As noted previously, some elements of the proposal were awarded points during the master plan review and therefore are not eligible to receive additional points at the site-specific review. Further, the master plan directives are treated as absolute policies unless otherwise noted. Other elements of the proposal that are not specifically addressed in the master plan were evaluated against the Development Code and therefore may be eligible for points. Staff finds the revised proposal meets all provisions of the master plan and absolute policies and recommends the plans at this preliminary hearing be assigned the following revised points under the specified relative policies. The revised project has a recommended passing point analysis of positive two (+2) points at this preliminary hearing.

Negative Points (-1)

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

Positive Points (+3)

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

Total Points: Positive two (+2)

Questions for the Planning Commission

Based on staff's recommended preliminary point analysis, we have the following questions for the Commission:

1. Does the Commission agree with the preliminary point analysis as recommended by staff?
2. Does the Commission recommend the project move to a final hearing?
3. Additional Comments: Does the Commission have any additional comments on the proposed development?

For reference, a transmittal letter from the applicant, the amended Gondola Lot Master Plan and April 9, 2024 approved development agreement, including the DTJ Parcel 2 Concept Plan (Landscape Concept and Tree Buffer Retention Plan), are attached.

Second Preliminary Point Analysis				
Project:	Breckenridge Grand Vacations Parcel 2 (North Goldrush Lot Employee Housing)	Positive Points	+3	
PC#	PL-2024-0422	>0		
Date:	1/16/2025	Negative Points	-1	
Staff:	Sarah Crump, AICP, Planner III	<0		
		Total Allocation:	+2	
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		21.7 SFEs (up to 13.9 of these SFEs to be provided by the Town)
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
4/R	Mass	5x (-2>-20)		34,438 sq ft allowed. 27,878 sq. ft. proposed.
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
6/A	Building Height	Complies	Complies	Negative points were assigned at the master plan for height. Three stories (38') allowed by master plan; three storeis (<38') proposed.
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex/Multi-family Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	- 1	Unbroken ridgelines greater than 50'.
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		Policy 7 waived by development agreement. Applicant must meet tree buffer described in conceptual plan requirements of the development agreement.
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		

7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Not Reviewed		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	N/A		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies	Complies	
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)	+1	Trash and recycling enclosure is incorporated into north end of apartment structure.
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies	Complies	Displaced parking pursuant to the parking agreement, 400 overflow parking spaces will be provided on North Goldrush Lot.
18/R	Parking - General Requirements	1x(-2/+2)		Exceeds the required parking.
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)	+1	Shared common driveway between apartment structure and ski area overflow parking.
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
19/R	Loading	2 x (0/+2)		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		Positive points received for open space dedication at Master Plan.
21/R	Open Space - Public Open Space	3x(0/+2)	Complies	
22/A	Landscaping	Complies		Policy 22 waived by development agreement. Landscaping and tree buffer must instead meet conceptual plan requirements of the development agreement.
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/A	Employee Housing Impact Mitigation			
24/A	Social Community / Above Ground Density 12 UPA	(-3>-18)		
24/A	Social Community / Above Ground Density 10 UPA	(-3>-6)		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)		Positive points received for meeting a Council Goal at Master Plan.

24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community -Meeting And Conference Rooms	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Primary Structures - Historic Preservation/Restoration - Benefit	+1/3/6/9/12		
24/R	Social Community - Secondary Structures - Historic Preservation/Restoration - Benefit	+1/2/3		
24/R	Social Community - Moving Primary Structures	-3/10/15		
24/R	Social Community - Moving Secondary Structures	-3/10/15		
24/R	Social Community - Changing Orientation Primary Structures	-10		
24/R	Social Community - Changing Orientation Secondary Structures	-2		
24/R	Social Community - Returning Structures To Their Historic Location	+2 or +5		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		Positive points received for providing a CIP project of the French Street roundabout at Master Plan.
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)	+1	Attractive and aesthetically pleasing water detention pond.
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-1/-20)		None proposed.
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		

33/R	101-500 square feet of outdoor heated pool and/or hot tub in a commercial or multifamily development. For each additional 500 square feet, or portion thereof, of outdoor heated pool and/or hot tub in a commercial or multifamily development over the first 500 square feet	-1		
33/R	EV Capable Parking Spaces	1X(+1/+3)		
33/R	EVSE InStalled Spaces	1X(+1/+3)		
33/R	Other Design Feature	1X(-2/+2)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Special Areas - Community Entrance	4x(-2/0)		
37/R	Special Areas - Individual Sites	3x(-2/+2)		
37/R	Special Areas - Blue River	2x(0/+2)		
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		

NORTH GOLD RUSH / PARCEL 2

415 N. PARK AVE, BRECKENRIDGE, CO, 80424

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

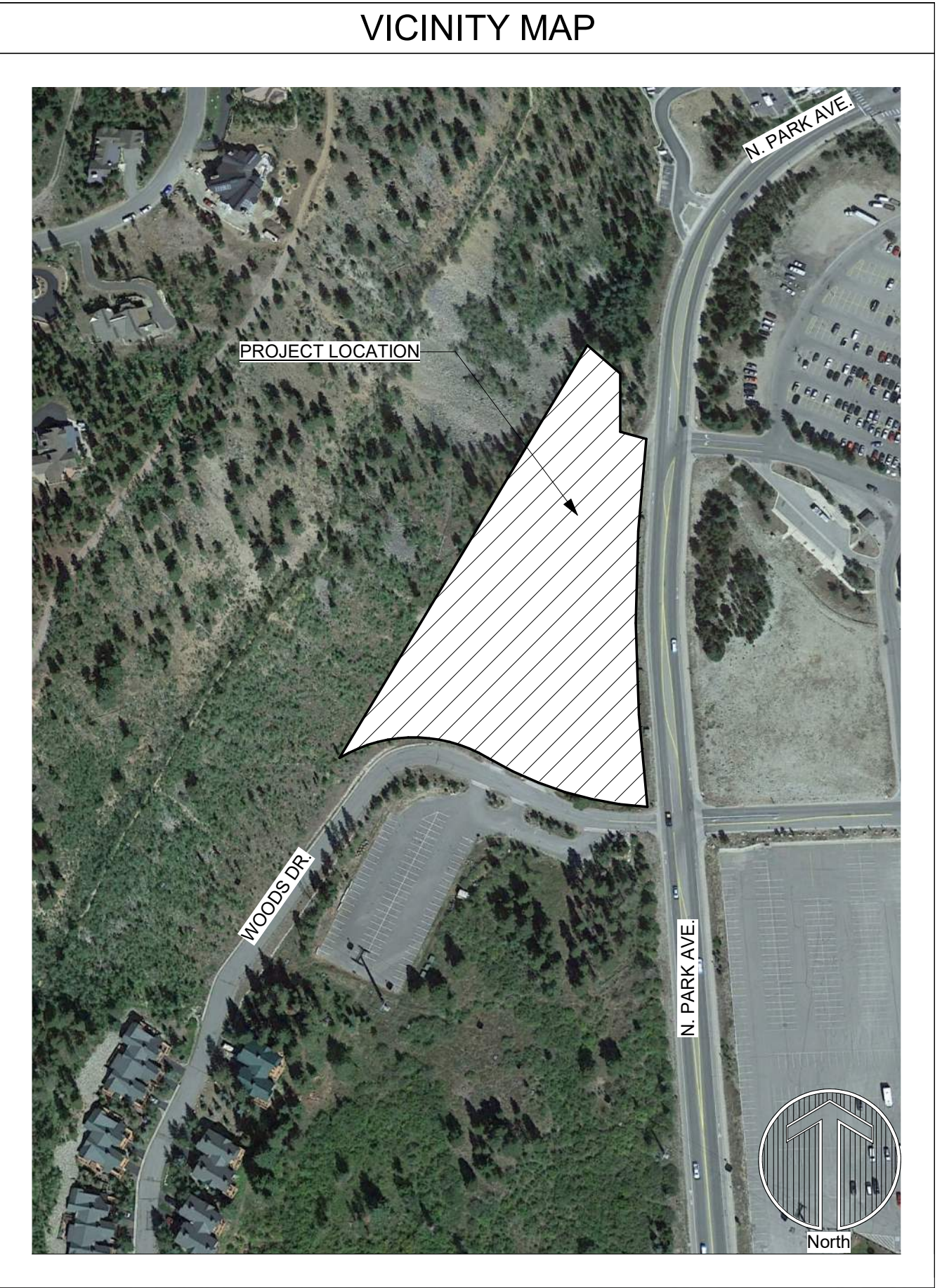
JANUARY 02, 2024

PROJECT DIRECTORY
OWNER: BRECKENRIDGE GRAND VACATIONS 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. cjohnson@dtjdesign.com Contact: Chase Johnson
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



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

PROJECT INFORMATION
ADDRESS: 415 N. PARK AVE. BRECKENRIDGE, CO 80424
LAND USE DISTRICT: DISTRICT 9.2
LEGAL DESCRIPTION: LOT 1B, BLOCK 4, PARKWAY CENTER FILING 1 AMENDED AND TRACT Q, SHOCK HILL SUBDIVISION
SIGNATURE BLOCK
UPON THE ISSUANCE OF A DEVELOPMENT PERMIT BY THE TOWN OF BRECKENRIDGE, THIS SITE PLAN SHALL BE BINDING UPON THE APPLICANT, AND THE APPLICANT'S SUCCESSORS AND ASSIGNS, UNTIL SUCH TIME AS THE TOWN HAS ISSUED A FINAL CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE. PRIOR TO THE ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLIANCE, THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS, AND LIMITATIONS SET FORTH HEREIN AND IN THE DEVELOPMENT PERMIT FOR THIS SITE. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY IN ACCORDANCE WITH THE BRECKENRIDGE DEVELOPMENT CODE. THIS DOCUMENT REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN THE APPLICANT AND THE TOWN OF BRECKENRIDGE WITH REGARD TO DEVELOPMENT RIGHTS AND DENSITY REMAINING ON THIS SITE.



SHEET INDEX	
NUMBER	ARCHITECTURE
GENERAL	
G000	COVER SHEET
CIVIL	
G-001	LEGEND AND ABBREVIATIONS
C-100	EXISTING CONDITIONS PLAN
C-106	CIVIL SITE PLAN
C-107	GRADING AND DRAINAGE PLAN
C-108	COMPOSITE UTILITY PLAN
C-210	SANITARY SEWER MAIN 4 PLAN AND PROFILE
C-220	WATER MAIN 5 PLAN AND PROFILE
C-501	SITE DETAILS
C-502	DRAINAGE DETAILS
C-503	EROSION CONTROL DETAILS
EX A	PROPOSED DRAINAGE BASIN
EX B1	FIRE TRUCK ACCESS EXHIBIT
EX B2	SHUTTLE ACCESS EXHIBIT
LANDSCAPE	
L100	LANDSCAPE SITE PLAN
L101	LOT COVERAGE PLAN
L102	OVERALL CIRCULATION PLAN
L103	SNOW MANAGEMENT PLAN
L104	EXIST. TREE MANAGEMENT
L200	PLANTING PLAN
L201	PLANTING PLAN
L202	PLANT SCHEDULE
L300	ILLUSTRATIVE PLAN
ARCHITECTURE	
A001	SOLAR STUDY
A100	PLANS
A101	PLANS
A200	ELEVATIONS
A900	SITE PANORAMIC PHOTOS
A901	SITE PANORAMIC RENDERINGS

NORTH GOLD RUSH / PARCEL 2

LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER

415 N. PARK AVE. BRECKENRIDGE, CO

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2024019.30
ISSUE DATE:	09/24/2024
REVISIONS:	
1	11/21/2024
2	01/02/2025

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

G000

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

EXISTING		PROPOSED	
	SANITARY SEWER LINE		RIGHT-OF-WAY LINE
	WATER LINE		EASEMENT
	STORM SEWER LINE		ASPHALT PAVEMENT
	CULVERT		CONCRETE PAVEMENT/HARDSCAPE
	SANITARY SEWER MANHOLE		SANITARY SEWER LINE
	FIRE HYDRANT		WATER LINE
	WATER VALVE		STORM SEWER LINE
	STORM SEWER INLET		SANITARY SEWER MANHOLE
	STORM SEWER STRUCTURE		WATER VALVE
	ELECTRIC LINE		FIRE HYDRANT
	COMMUNICATION LINE		FLARED END SECTION
	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		PROPOSED MAJOR CONTOURS (5' INT.)
	SECTION LINE		PROPOSED MINOR CONTOURS (1' INT.)
	MINOR CONTOUR		FENCE
	MAJOR CONTOUR		WETLAND IMPACT AREA
	100-YR FLOODPLAIN		
	EDGE OF RIVER		
	WETLAND SETBACK		
	SURVEY MONUMENT		
	RETAINING WALL		
	ASPHALT		
	CONCRETE		
	SNOWMELTED PAVEMENT		POINT OF ANALYSIS
	WETLAND AREA		PROPOSED DRAINAGE BASIN
	RIPRAP		PROPOSED FLOW ARROW
	TREE		
	EXISTING SLOPE GREATER THAN 50%		
	EXISTING MAJOR CONTOURS (5' INT.)		
	EXISTING MINOR CONTOURS (1' INT.)		

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

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

SECTION CUT:

- SECTION LETTER IDENTIFICATION:** A triangle labeled 'A' is shown above the section cut line.
- SHEET WHERE SECTION IS DRAWN:** A circle labeled 'C-500' is shown below the section cut line. A note indicates that '*' indicates the same sheet.
- SECTION MARKER ARROW INDICATES VIEWING ORIENTATION:** An arrow points to the section cut line.
- SECTION CUT:** The text 'SECTION CUT' is written below the section cut line.

DETAIL:

- DETAIL NUMBER IDENTIFICATION:** A circle labeled '1' is shown above the detail line.
- SCALE:** The text 'SCALE: 1"=1'-0"' is written below the detail line.
- DETAIL TITLE:** The text 'DETAIL TITLE' is written below the detail line.

DETAIL MARKER:

- DETAIL NUMBER IDENTIFICATION:** A circle labeled '1' is shown above the detail marker line.
- SHEET WHERE SECTION IS DRAWN:** A circle labeled 'C-500' is shown below the detail marker line. A note indicates that '*' indicates the same sheet.
- DETAIL MARKER:** The text 'DETAIL MARKER' is written below the detail marker line.

Drainage Basin Information:

- DRAINAGE BASIN NUMBER:** A circle labeled 'X' is shown above the drainage basin information line.
- 10 YEAR PEAK DISCHARGE:** A circle labeled '100' is shown below the drainage basin information line.
- 100 YEAR PEAK DISCHARGE:** A circle labeled '100' is shown below the drainage basin information line.
- DRAINAGE BASIN ACREAGE:** A circle labeled 'X' is shown below the drainage basin information line.



**Know what's below.
Call before you dig.**

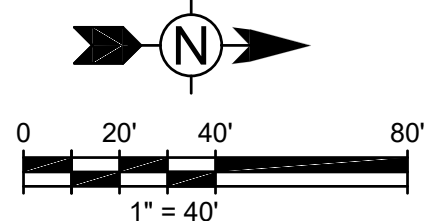
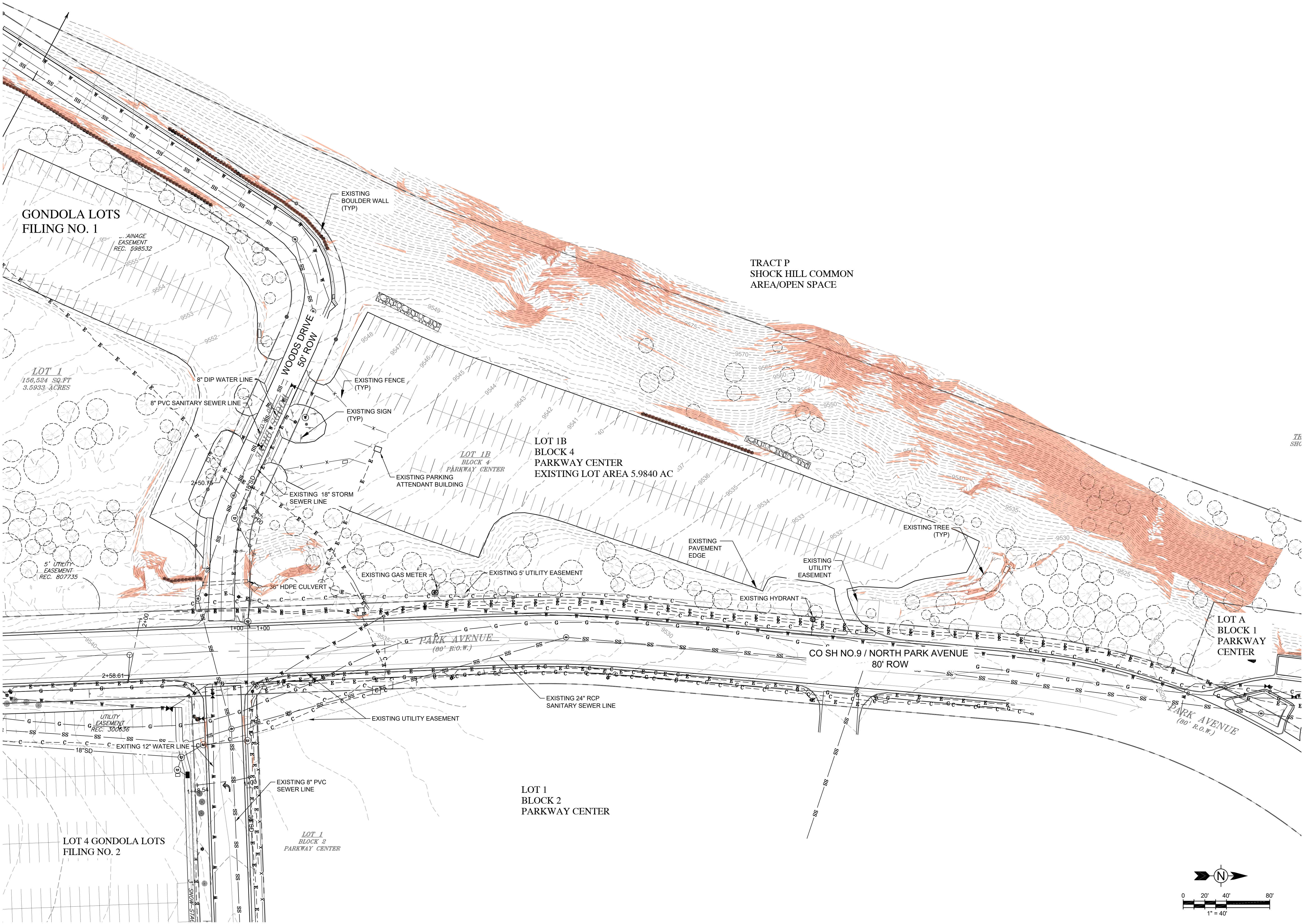
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NOT FOR CONSTRUCTION

G-001

Drawing: O:\Projects\Breckenridge\325517\200-325517-2\001\CAD\SheetFiles\GOLD RUSH NORTH\C-100 EXISTING CONDITIONS PLAN - NORTH GOLD RUSH.dwg
Last Saved: November 27, 2024 4:28:59 PM by ALYSSA KOCH
User: alysa.koch
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DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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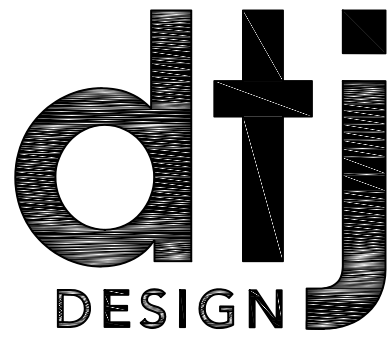
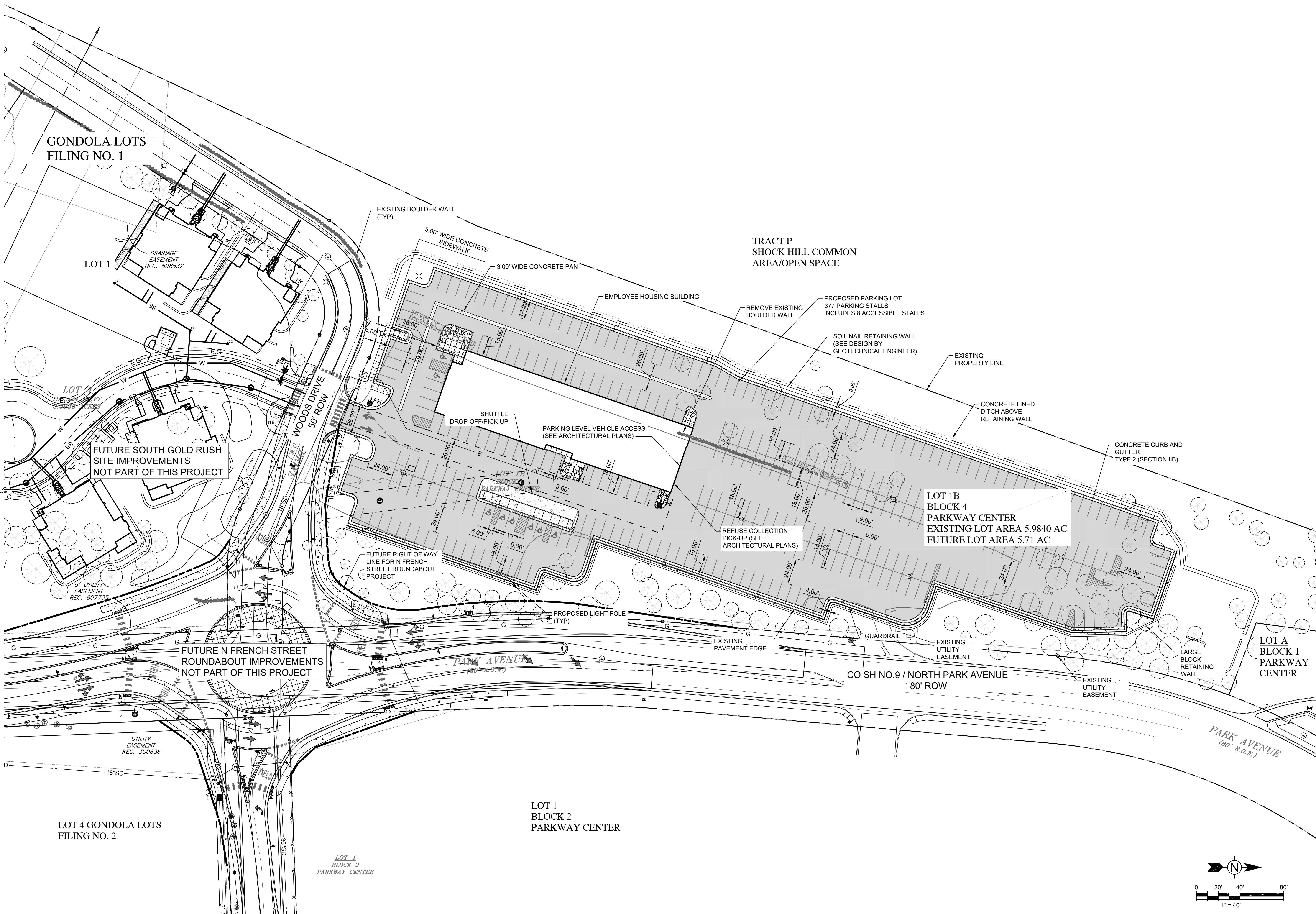
Tt **TETRA TECH**

719 F Ten Mile Drive | PO Box 1906
Frisco, Colorado 80443
T 970.453.6394
www.tetrattech.com

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

NOT FOR CONSTRUCTION	
DRAWN BY:	ACR
CHECKED BY:	CDD
PROJECT NO.:	2024019
ISSUE DATE:	09/24/2024
REVISIONS:	1 11/21/2024
	2 01/02/2025
SHEET TITLE:	
EXISTING CONDITIONS PLAN	
SHEET NUMBER:	

C-100



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

NOT FOR CONSTRUCTION

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CHECKED BY:	CDD
PROJECT NO.:	2024019
ISSUE DATE:	09/24/2024
REVISIONS:	1 11/21/2024
	2 01/02/2025

SHEET TITLE:

CIVIL SITE PLAN

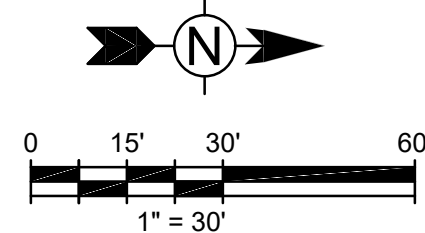
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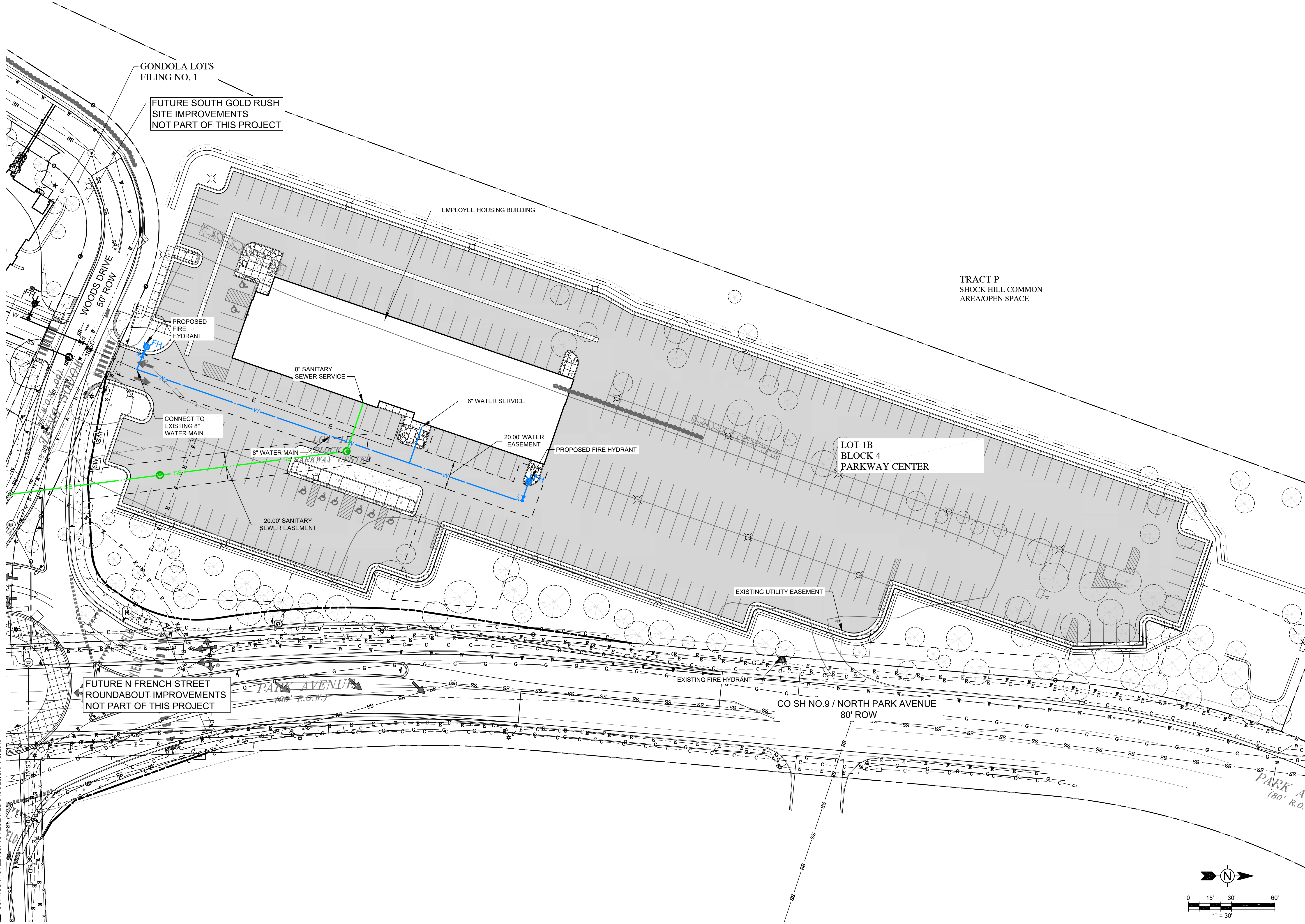
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Page 34 of 180



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Last Plotted 12/19/2024 3:28:12 PM
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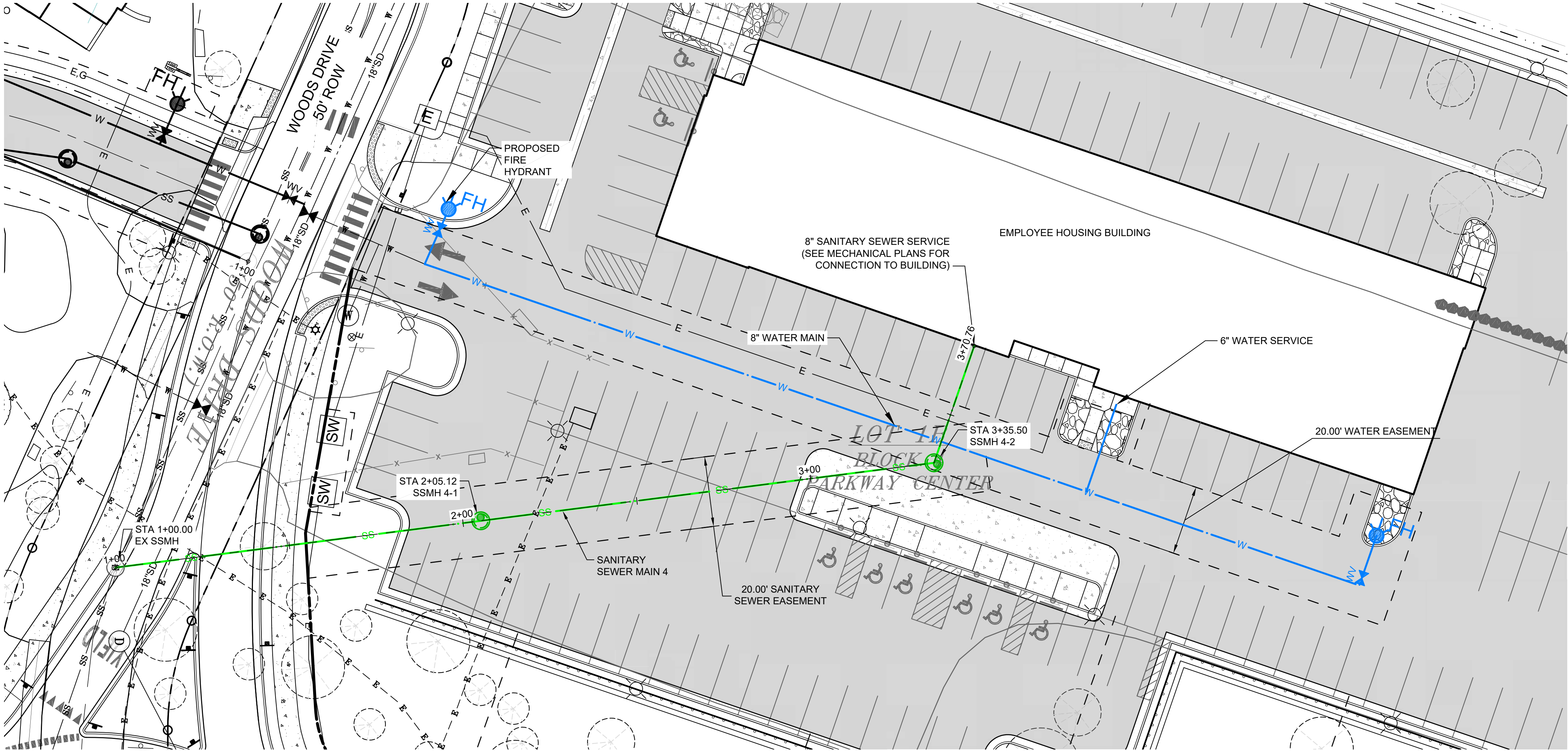
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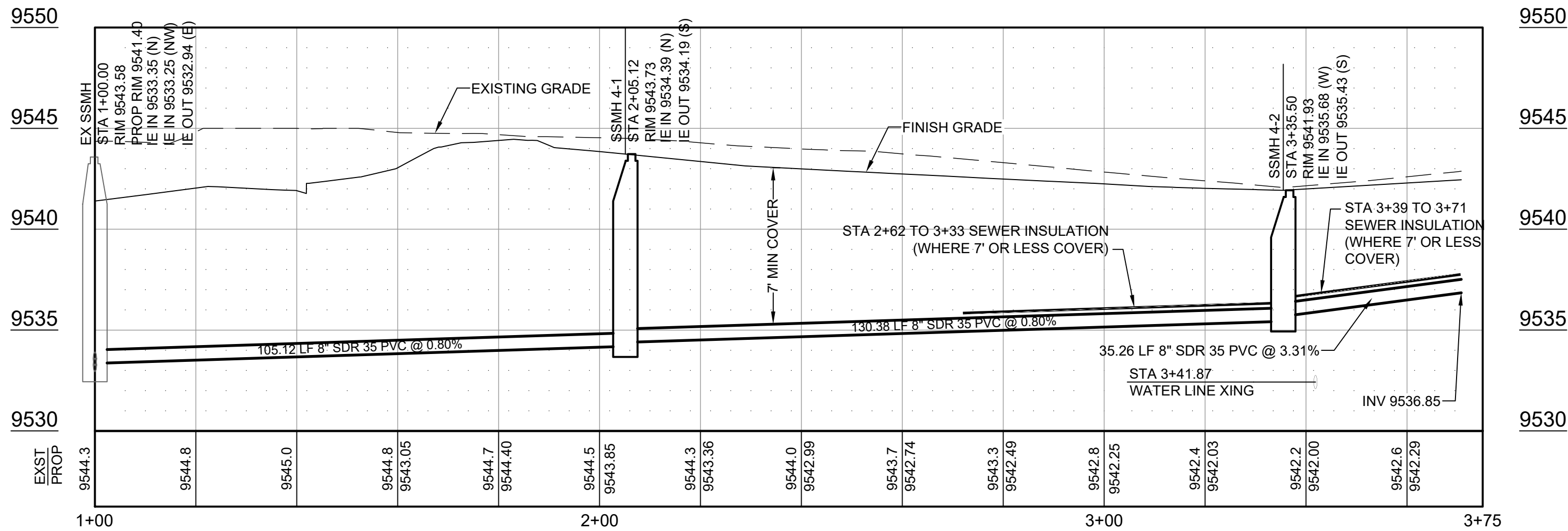
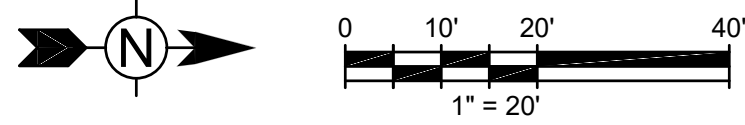
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	2 01/02/2025
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SHEET NUMBER:	

C-108

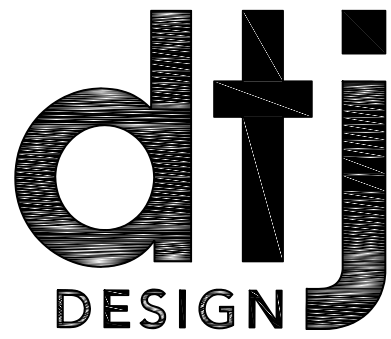
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SANITARY SEWER MAIN 4 PLAN
SCALE: 1" = 20'



PROFILE SANITARY SEWER MAIN 4
SCALE: HORIZ: 1" = 20' VERT: 1" = 5'



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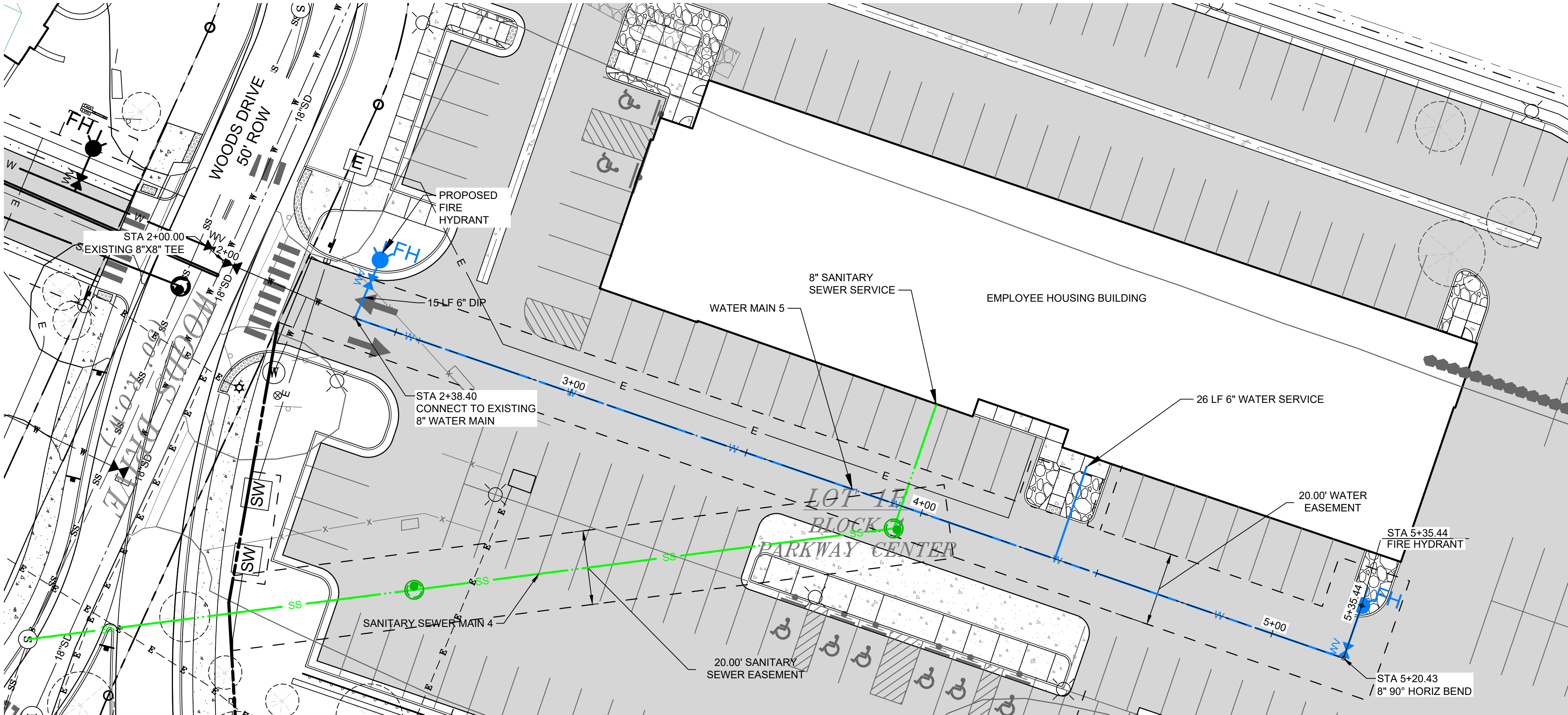
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SANITARY SEWER
MAIN 4 PLAN AND
PROFILE

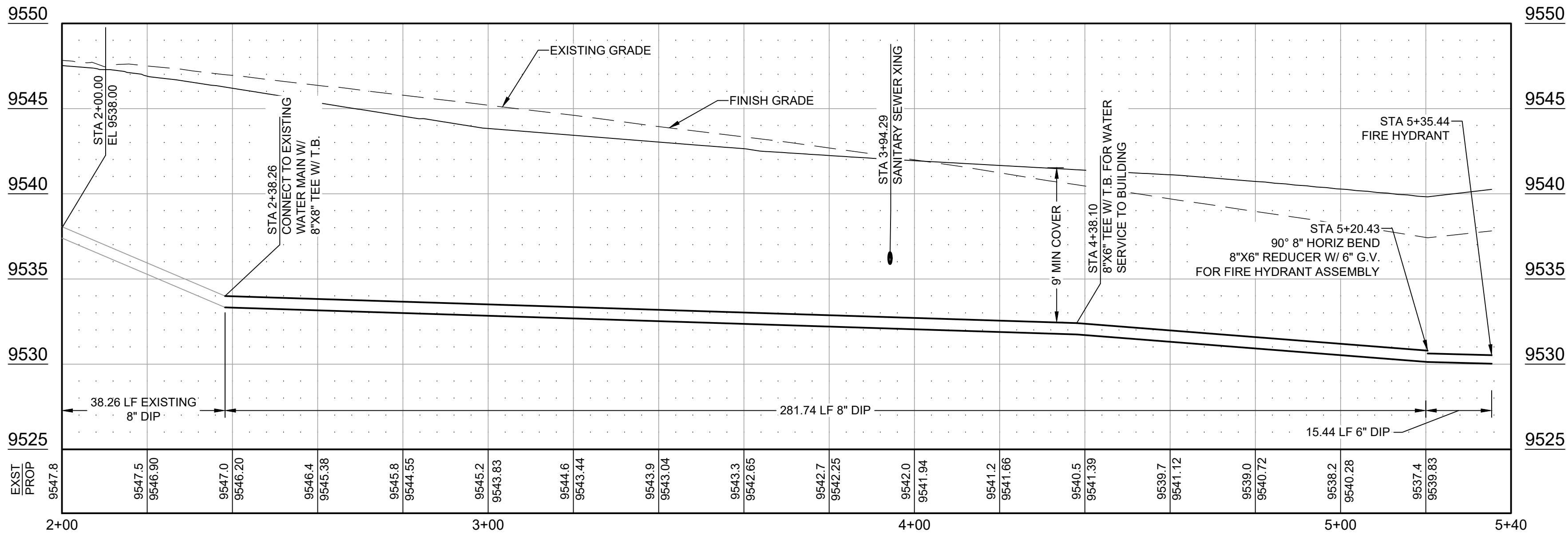
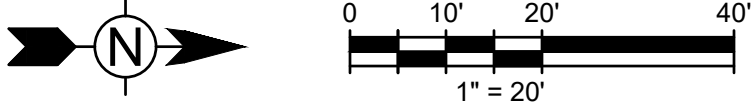
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C-210

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WATER MAIN 5 PLAN
SCALE: 1" = 20'



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



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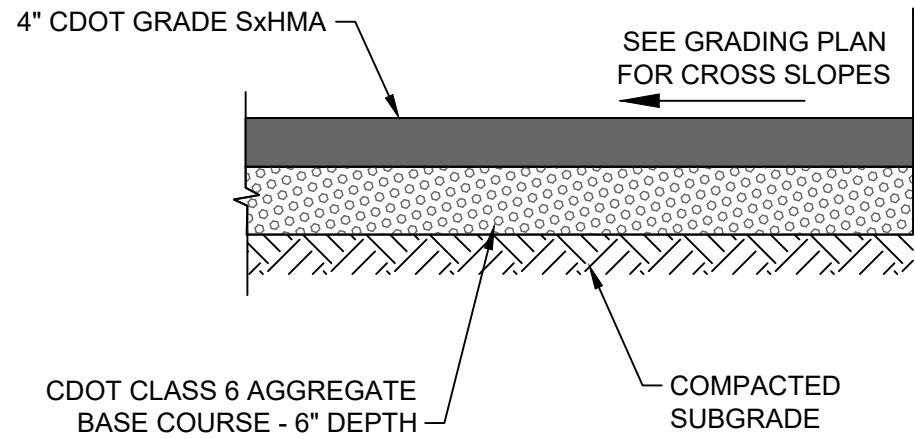
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WATER MAIN 5
PLAN AND PROFILE

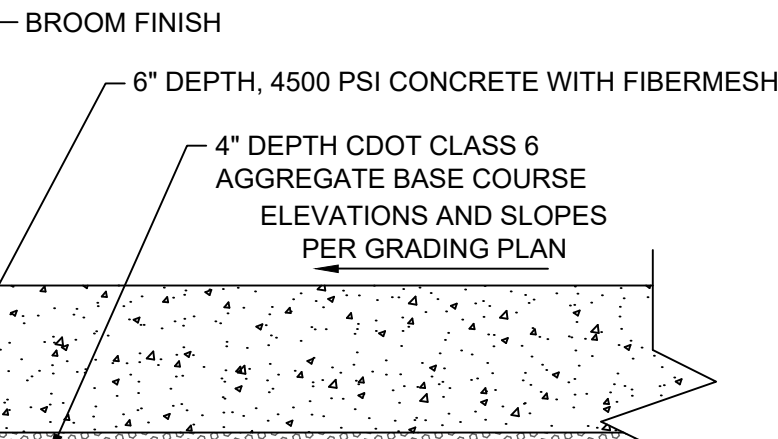
SHEET NUMBER:

C-220

NOTE:
FINAL PAVEMENT DESIGN TO BE PROVIDED BY
GEOTECHNICAL ENGINEER

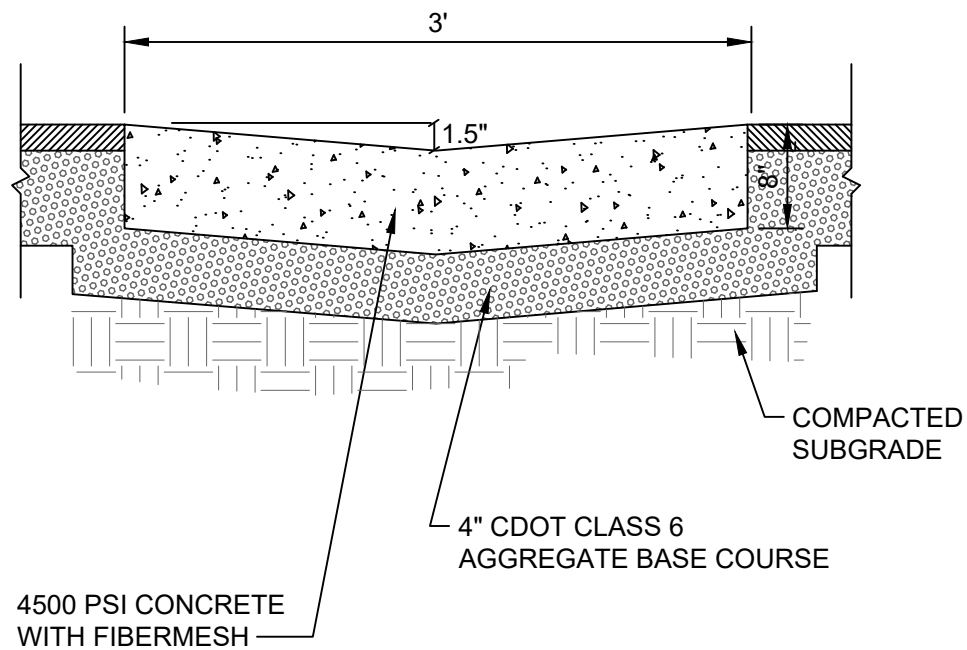


1 ASPHALT PAVEMENT SECTION
SCALE: N.T.S



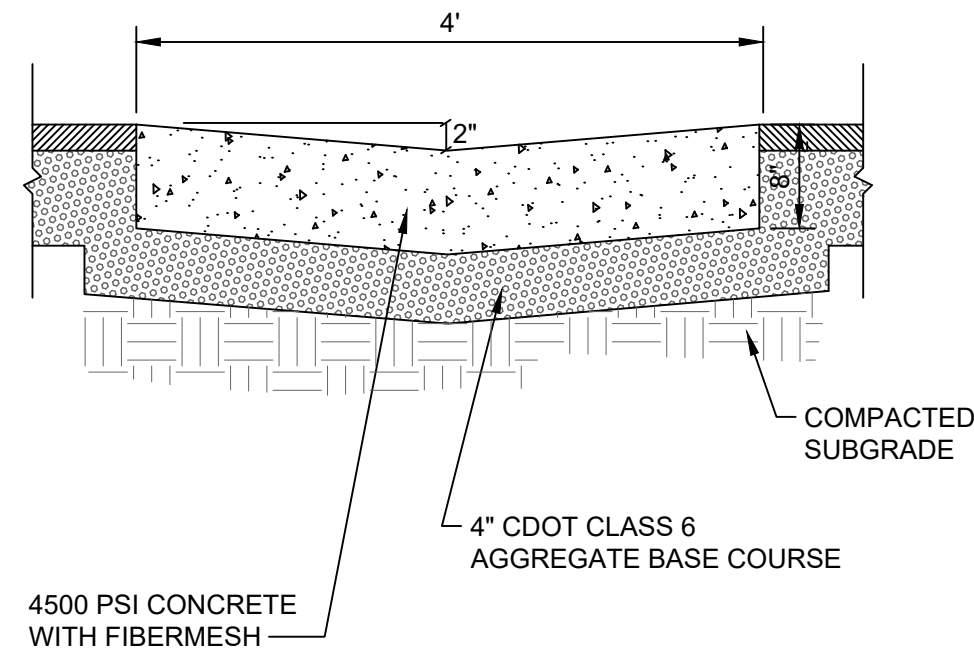
NOTE:
1. ALL SCORING AND CONTROL JOINTS
PER CDOT M&S STANDARD PLAN
M-412-1.
2. CONTRACTOR TO PROVIDE JOINT PLAN
PRIOR TO CONSTRUCTION.

2 CONCRETE DRIVEWAY SECTION
SCALE: N.T.S



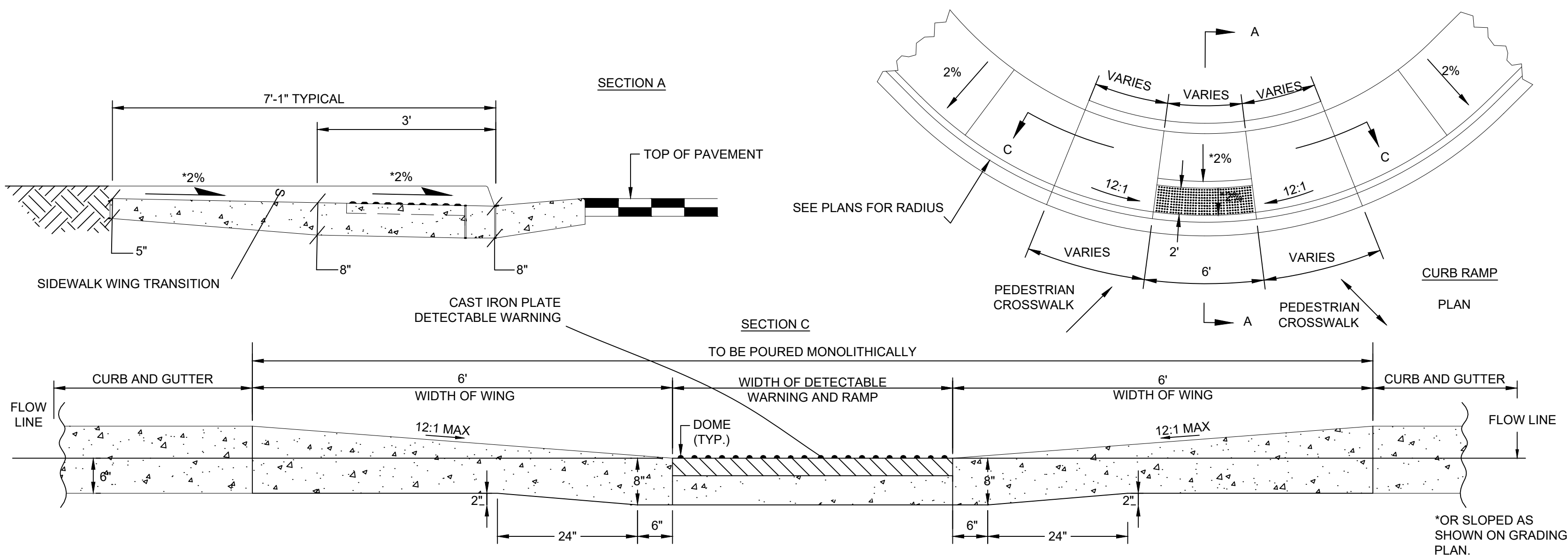
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TYPICAL TRANSVERSE CONTRACTION JOINT SPACING TO BE 10'.

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

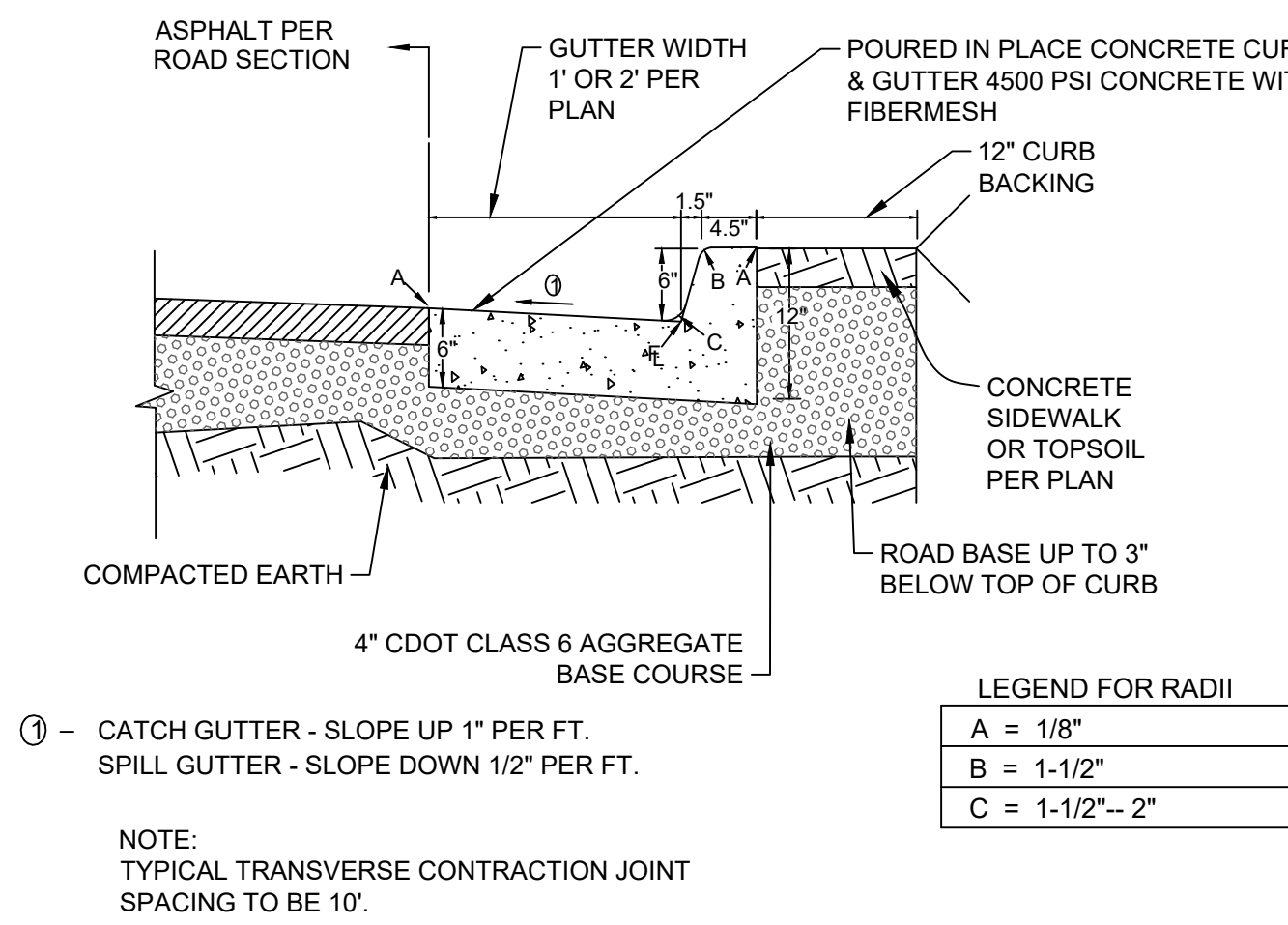


NOTE:
TYPICAL TRANSVERSE CONTRACTION JOINT SPACING TO BE 10'.

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



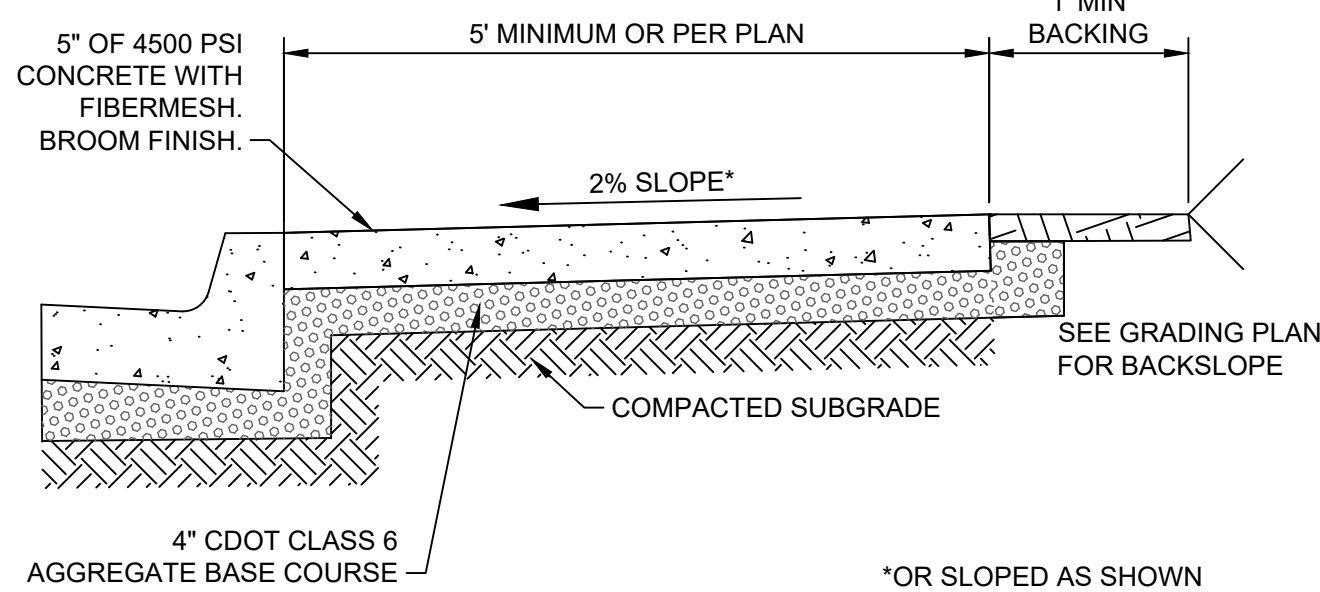
5 TYPICAL CURB RAMP DETAIL
SCALE: N.T.S



LEGEND FOR RADII
A = 1/8"
B = 1-1/2"
C = 1-1/2" - 2"

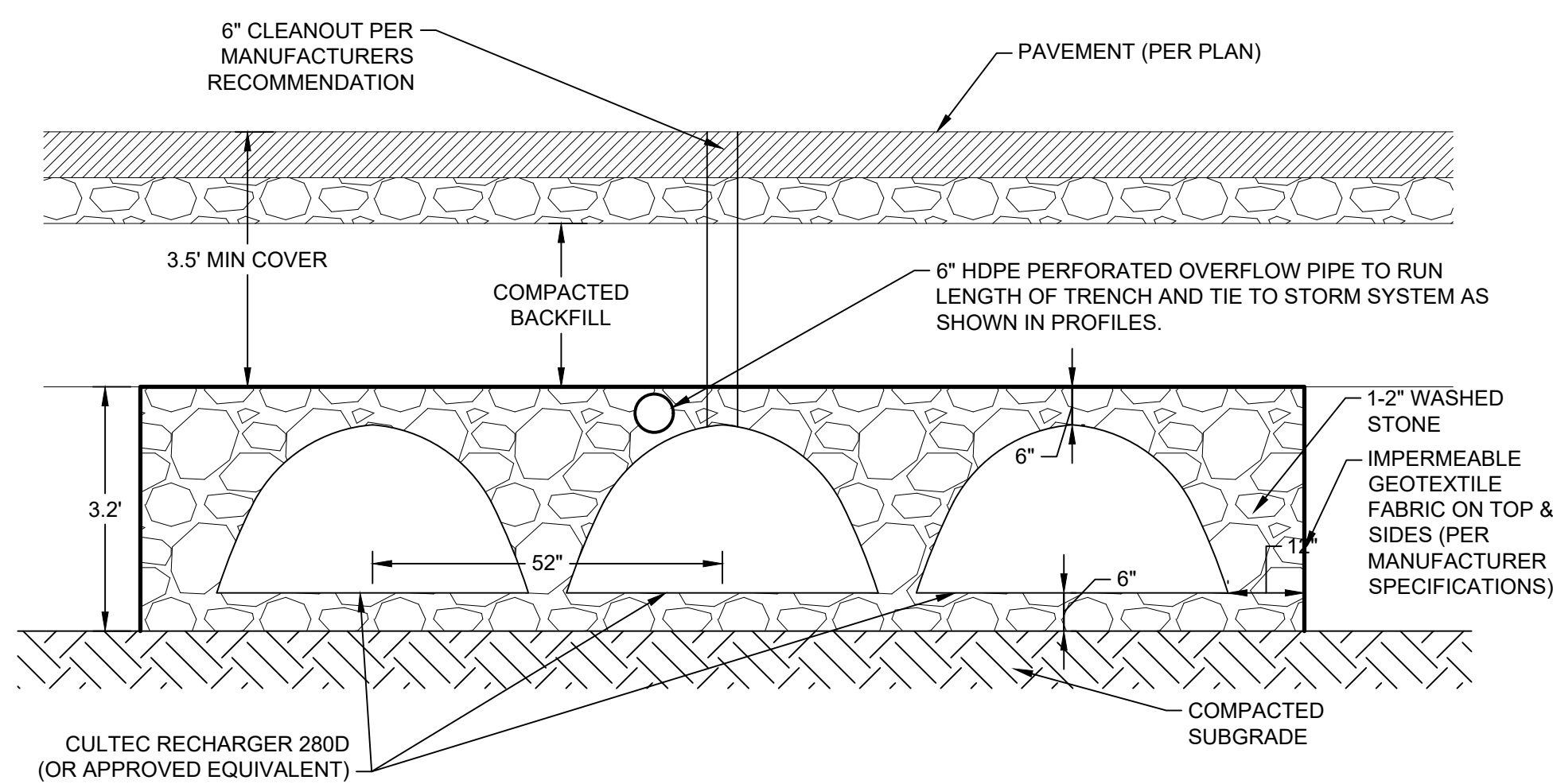
NOTE:
TYPICAL TRANSVERSE CONTRACTION JOINT
SPACING TO BE 10'.

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

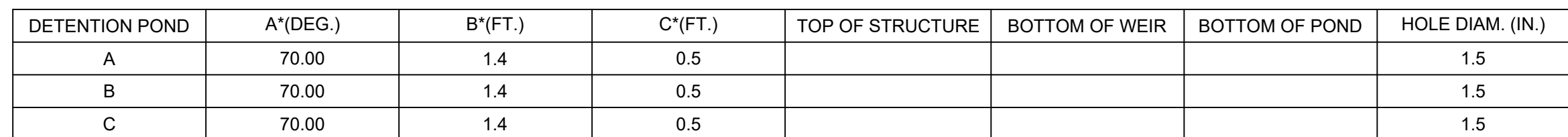


NOTE:
1. TYPICAL TRANSVERSE CONTRACTION
JOINT SPACING TO BE 5' TO LINE UP WITH
EVERY OTHER CURB JOINT.

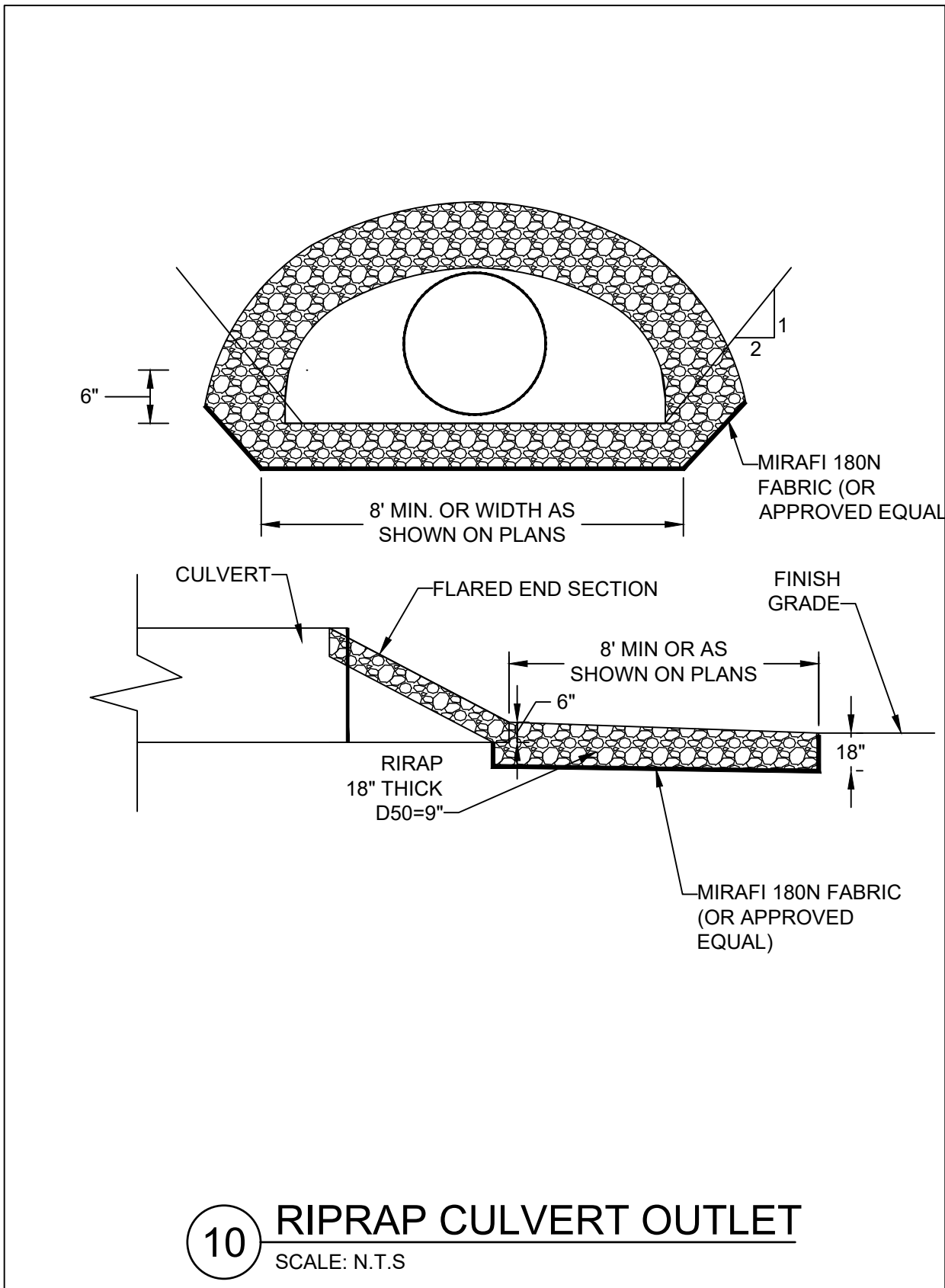
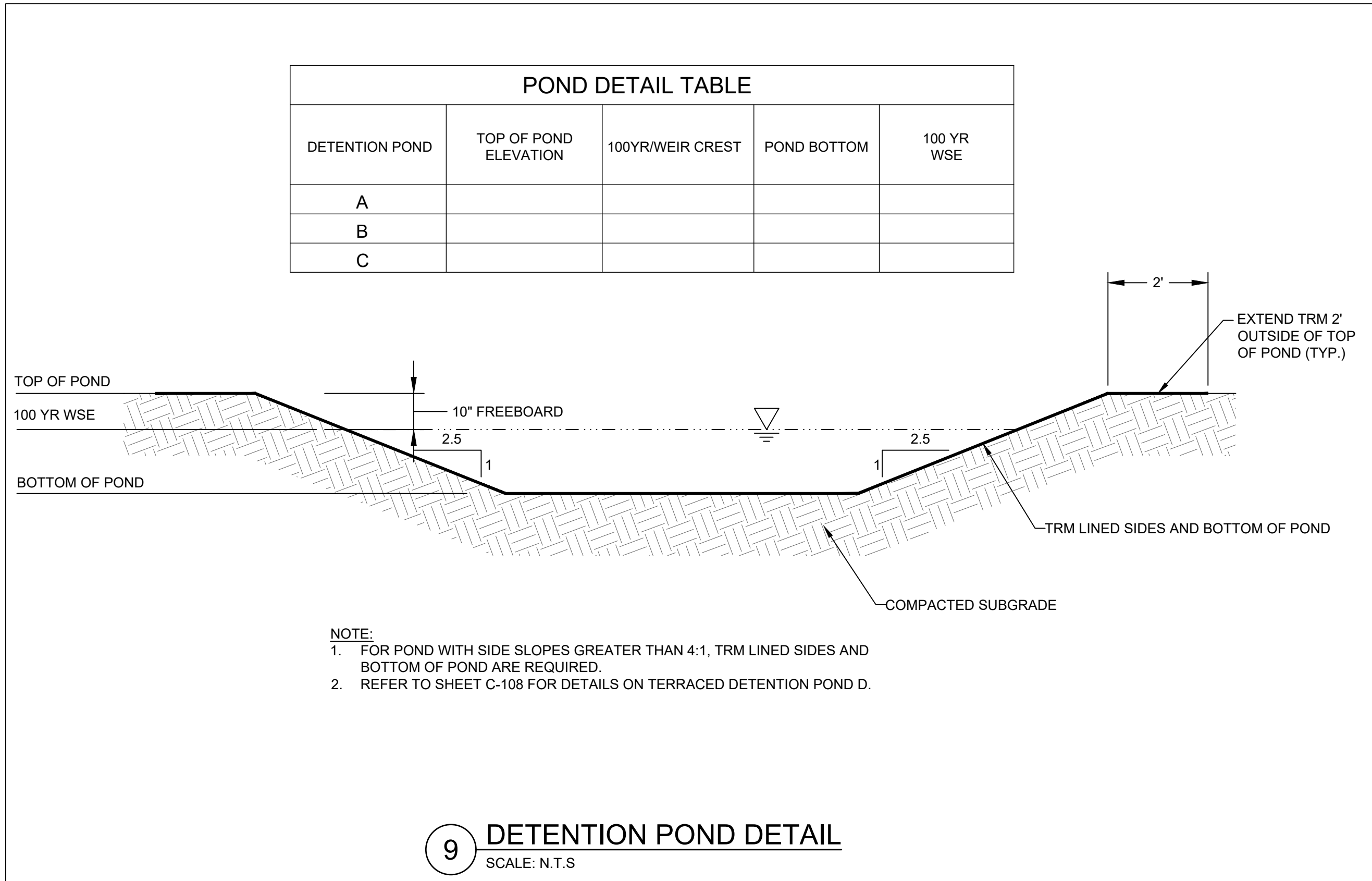
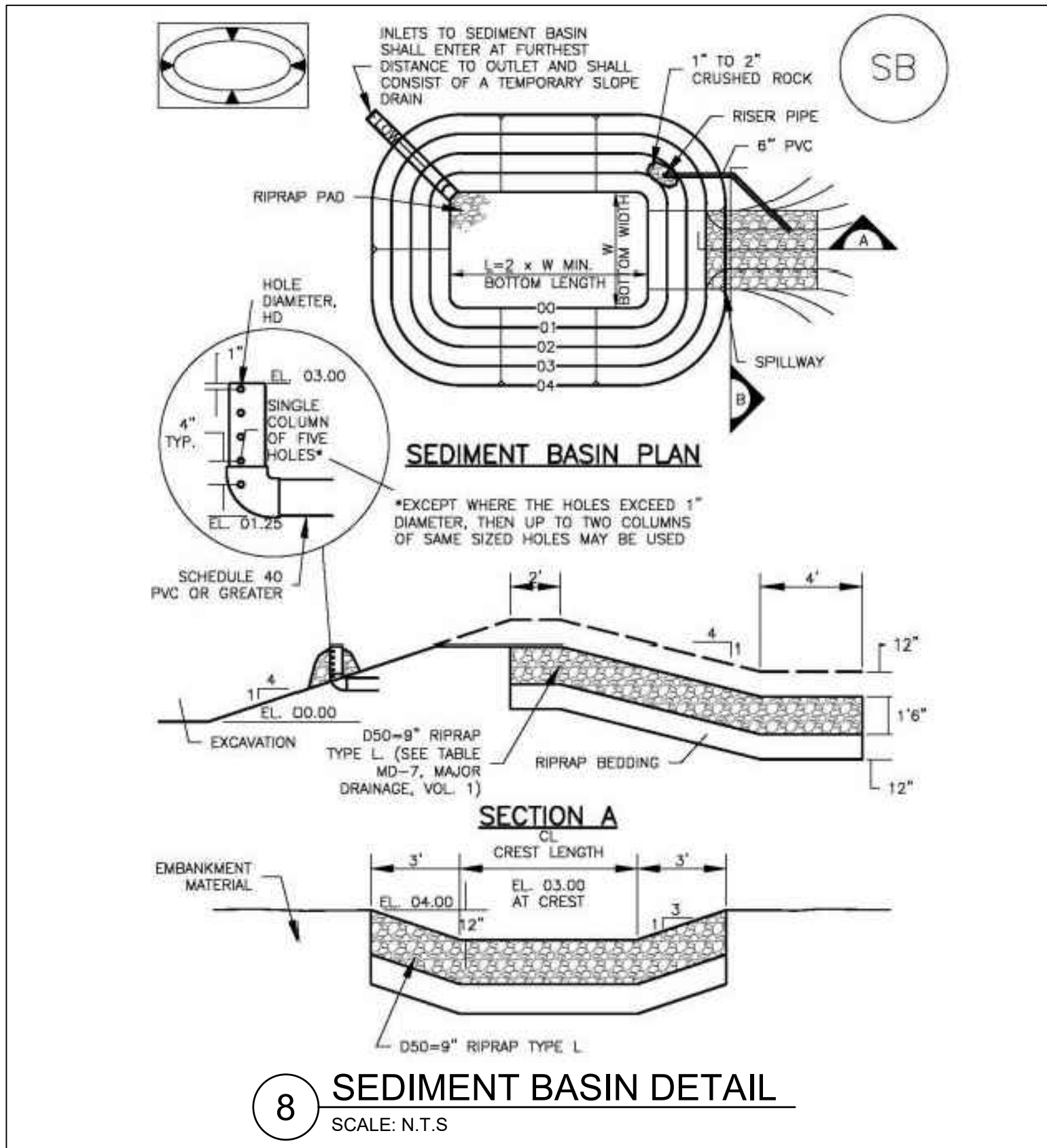
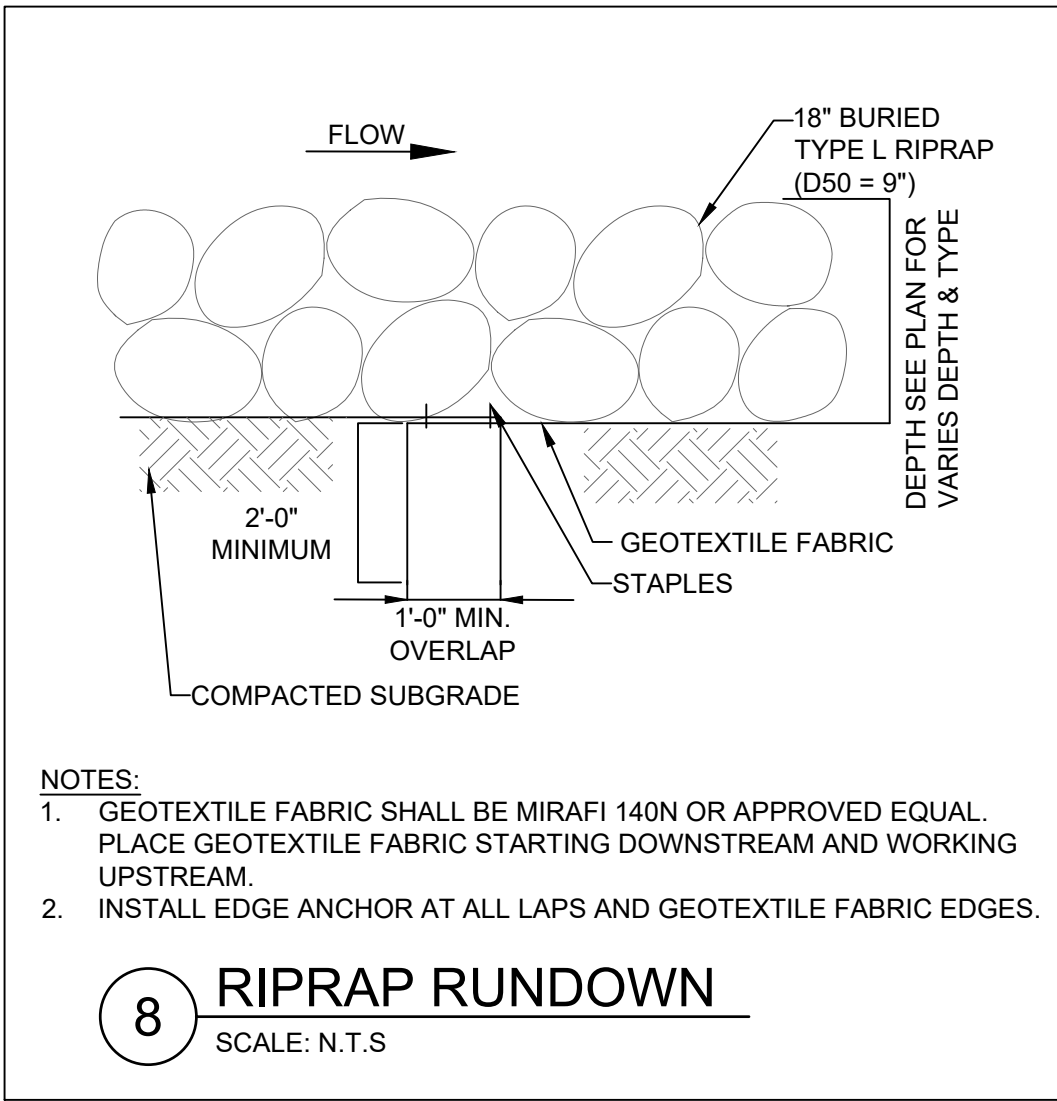
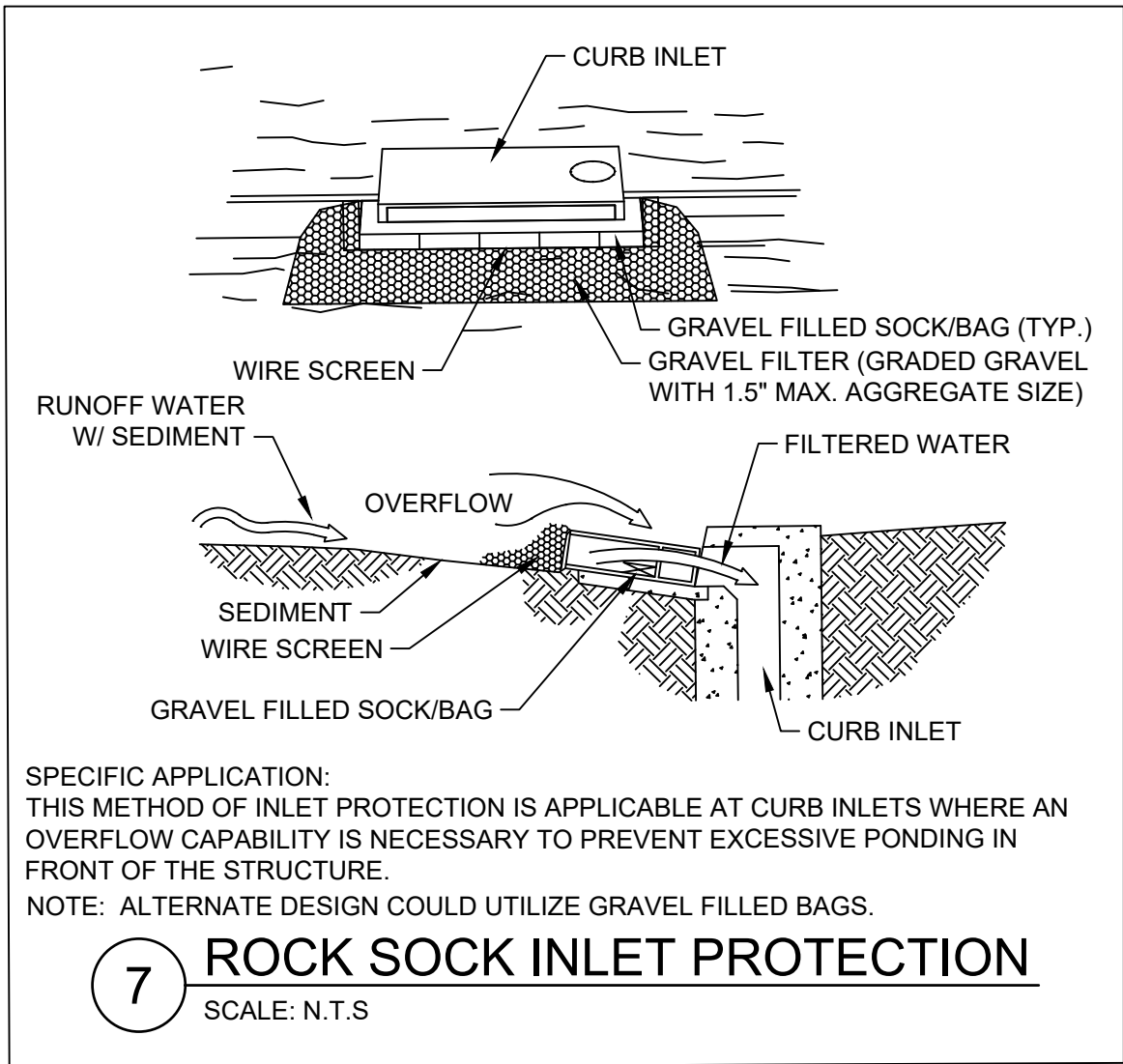
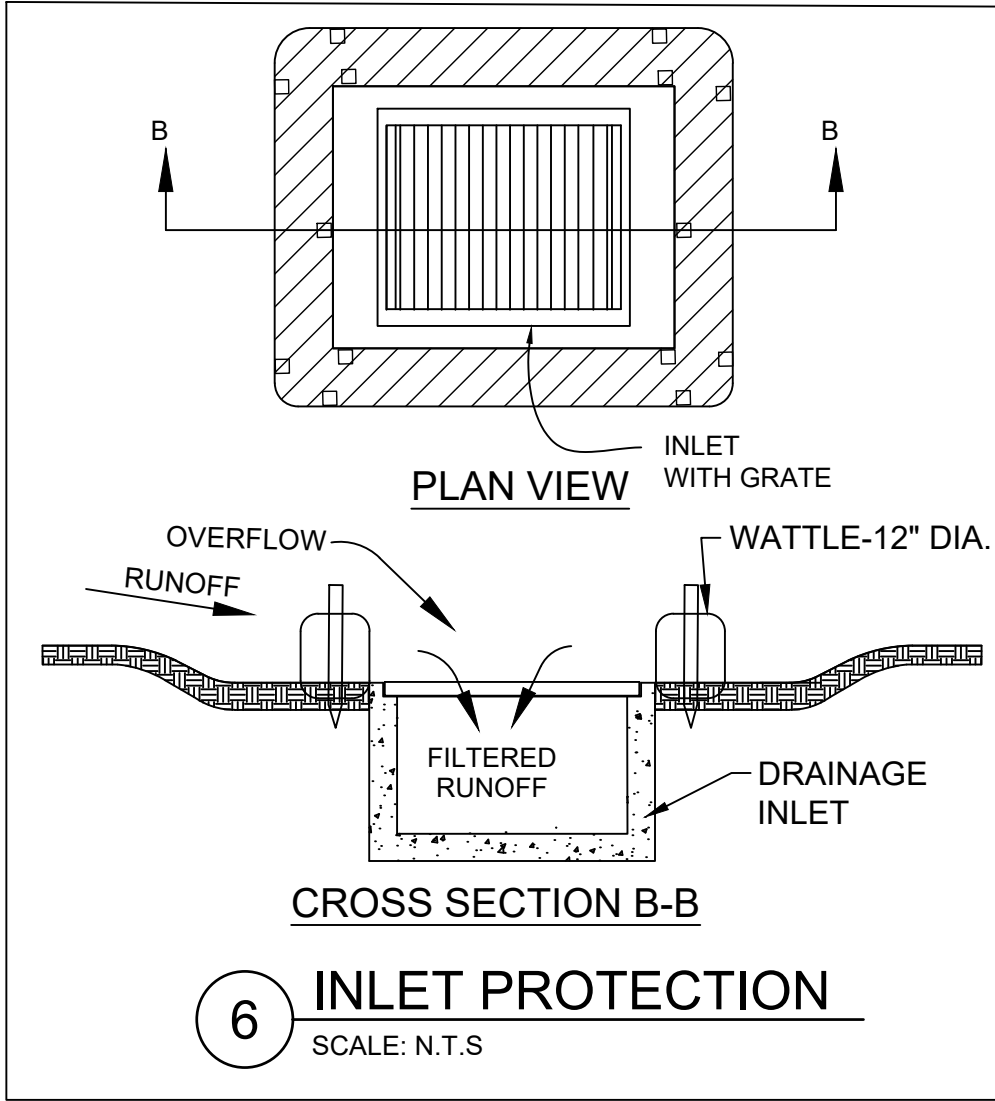
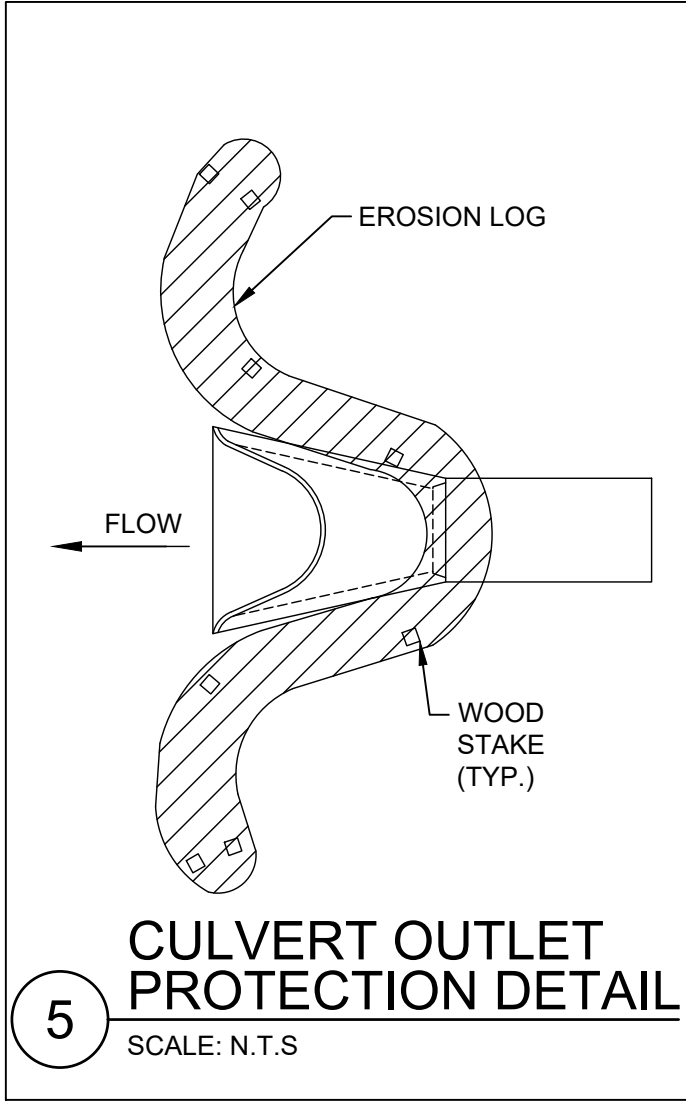
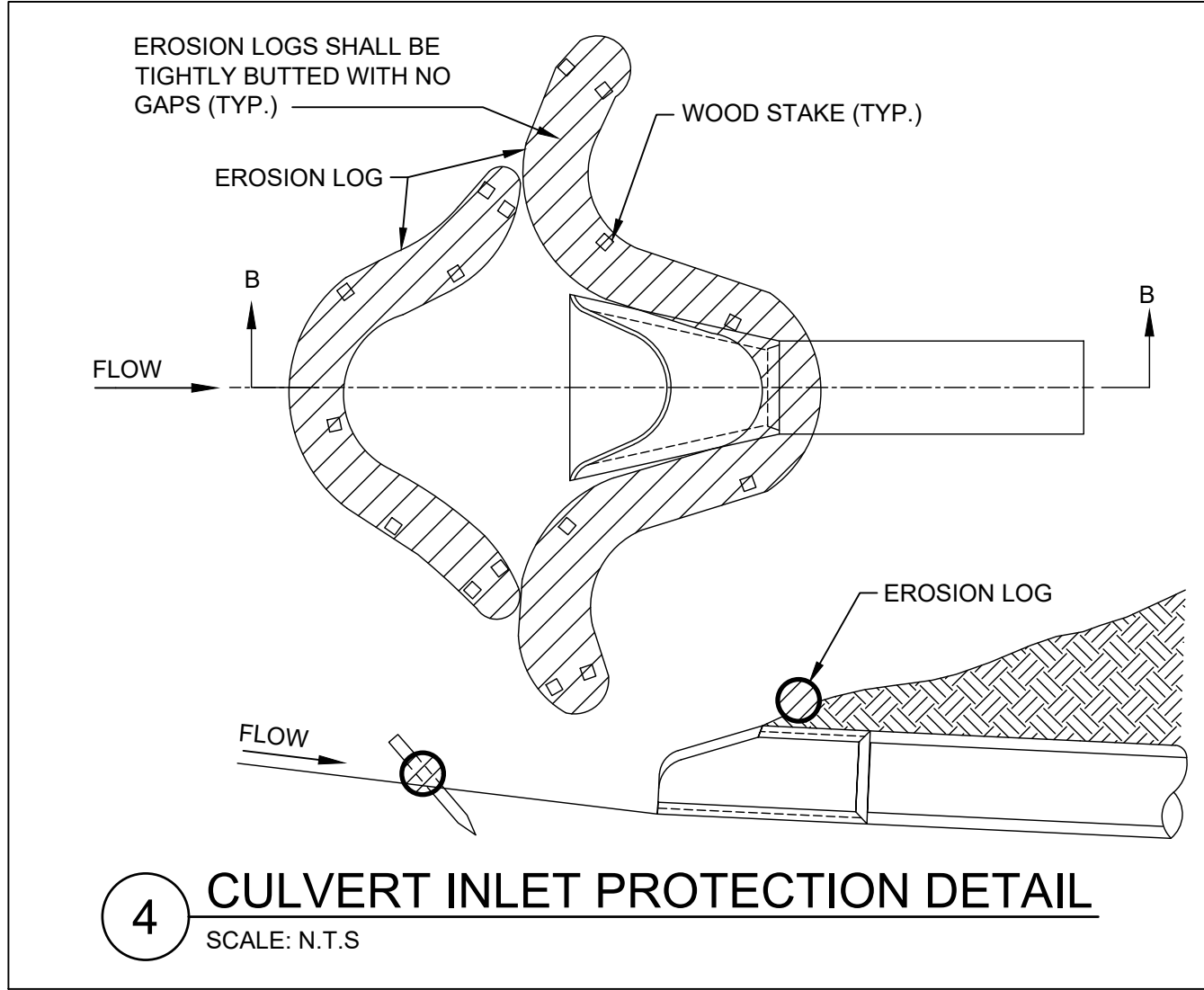
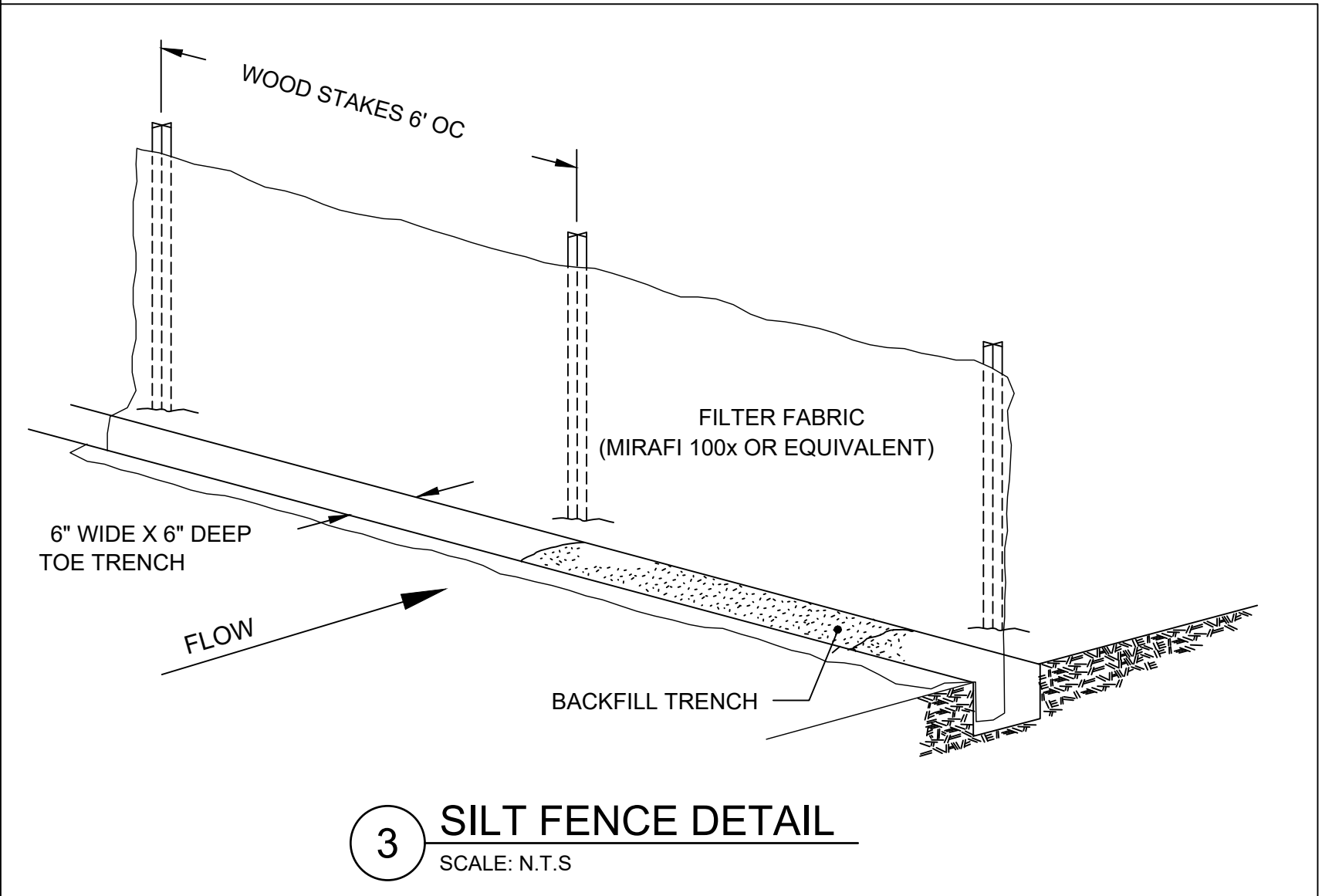
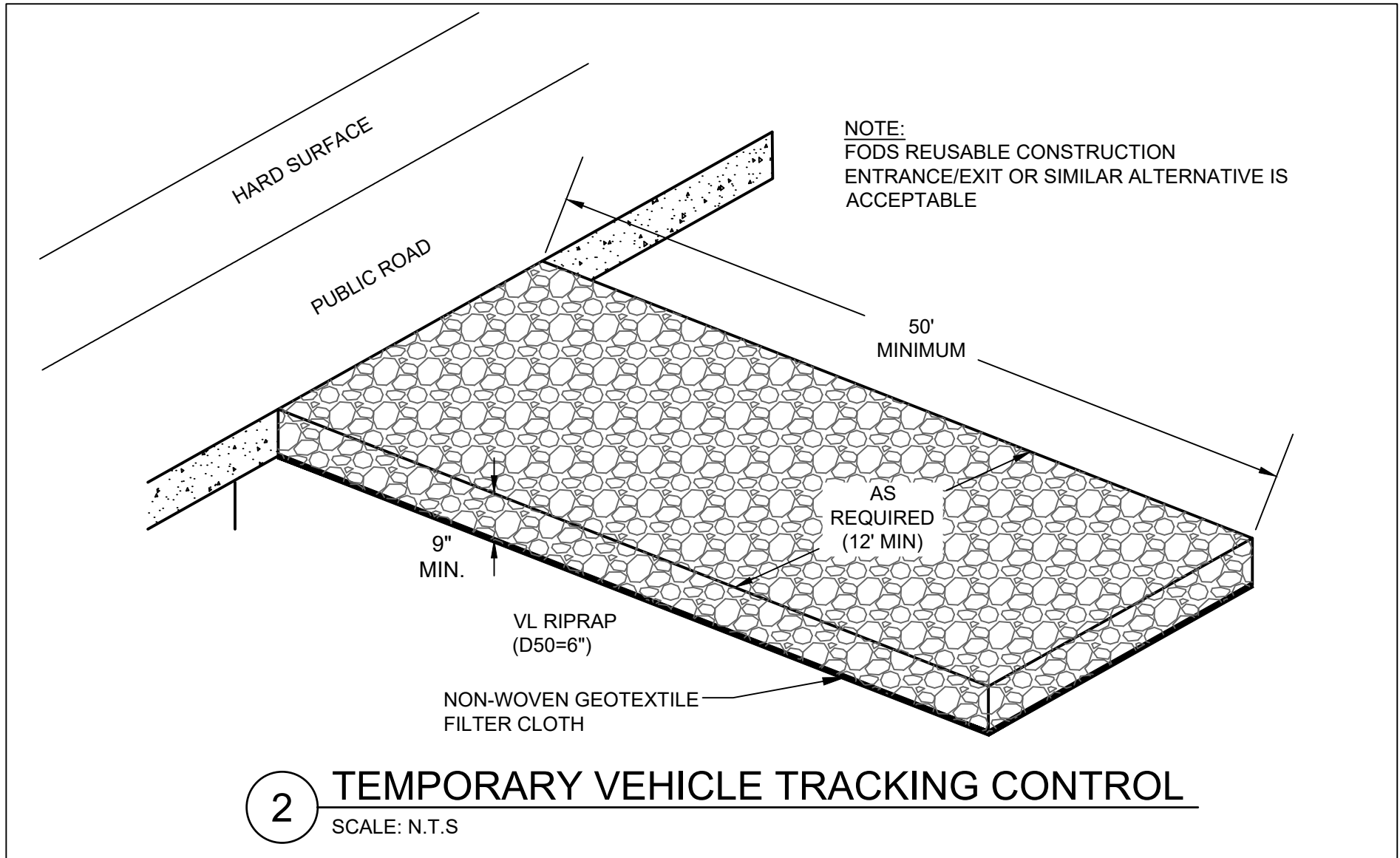
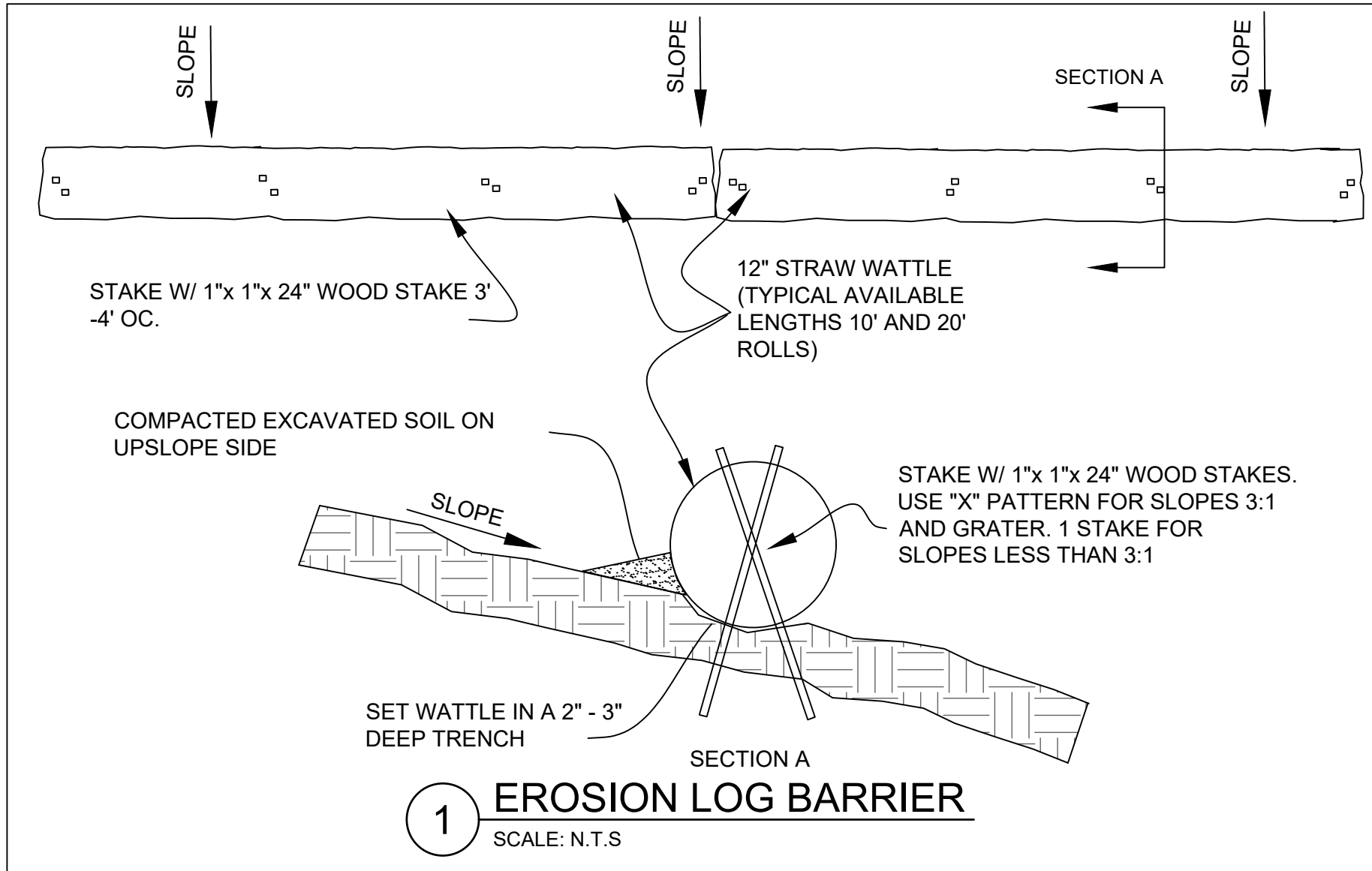
7 CONCRETE SIDEWALK DETAIL
SCALE: N.T.S

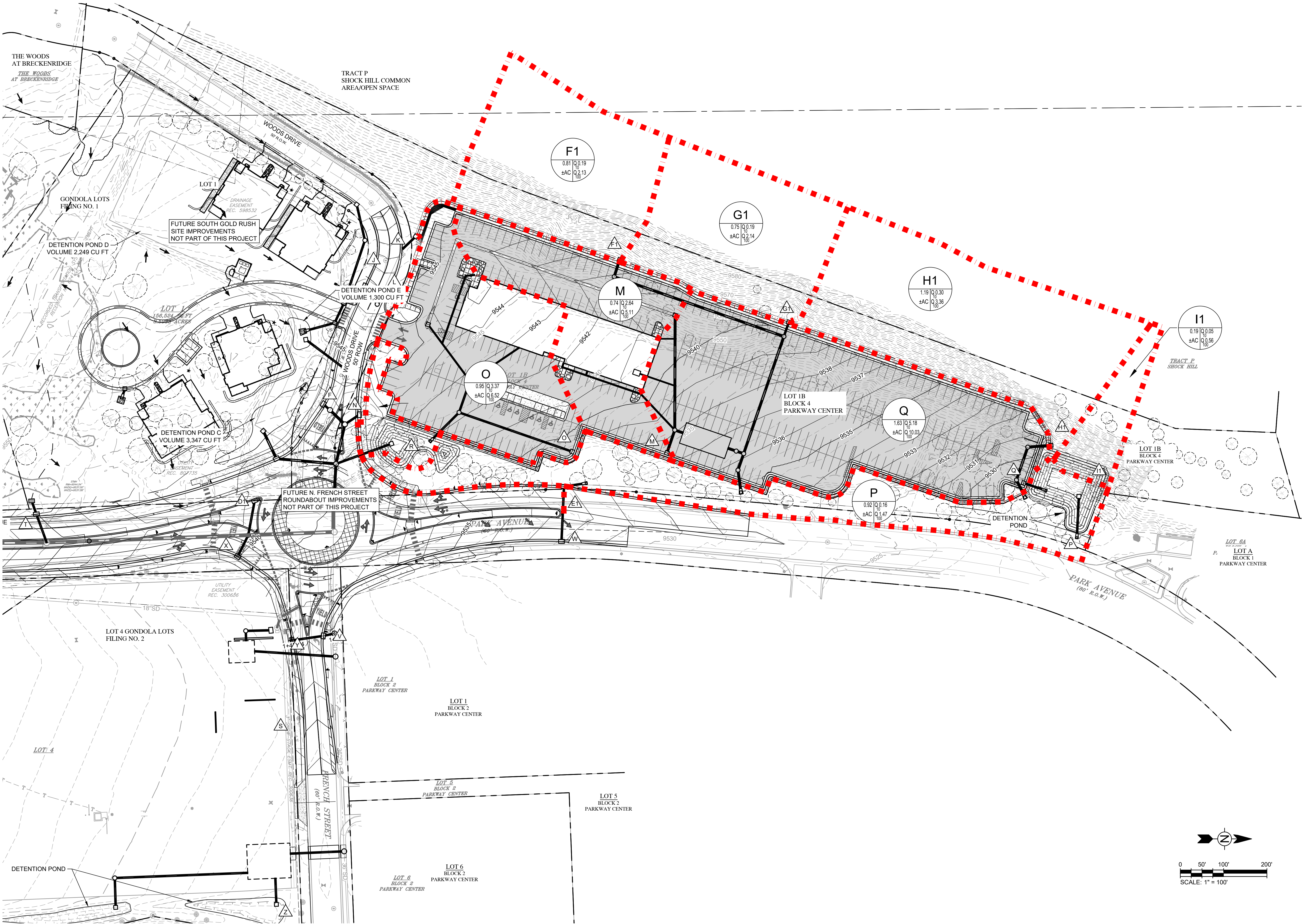


8 INFILTRATION TRENCH DETAIL
SCALE: N.T.S



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

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SHEET TITLE:
PROPOSED
DRAINAGE BASIN

SHEET NUMBER:

EX A

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SHEET TITLE:

FIRE TRUCK
ACCESS EXHIBIT

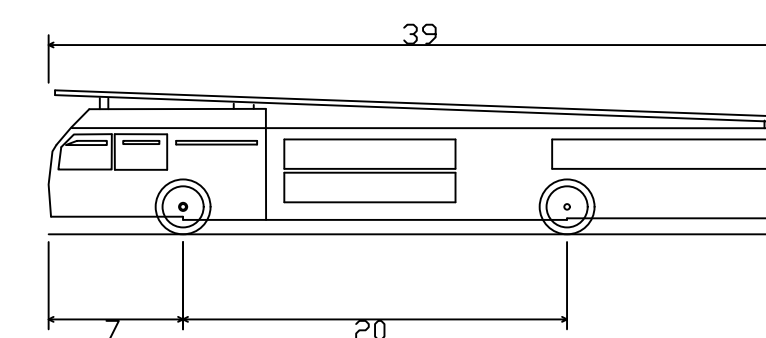
SHEET NUMBER:

EX B1

Page 42 of 180

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

FIRE ACCESS LANE



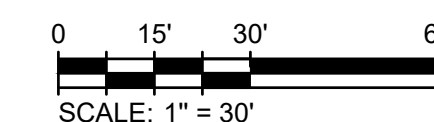
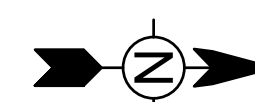
Aerial Fire Truck	
Overall Length	39.000ft
Overall Width	8.167ft
Overall Body Height	7.500ft
Min Body Ground Clearance	0.750ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

39.000ft
8.167ft
7.500ft
0.750ft
8.167ft
5.00s
45.00°

26.00'
WIDE FIRE
LANE ACCESS

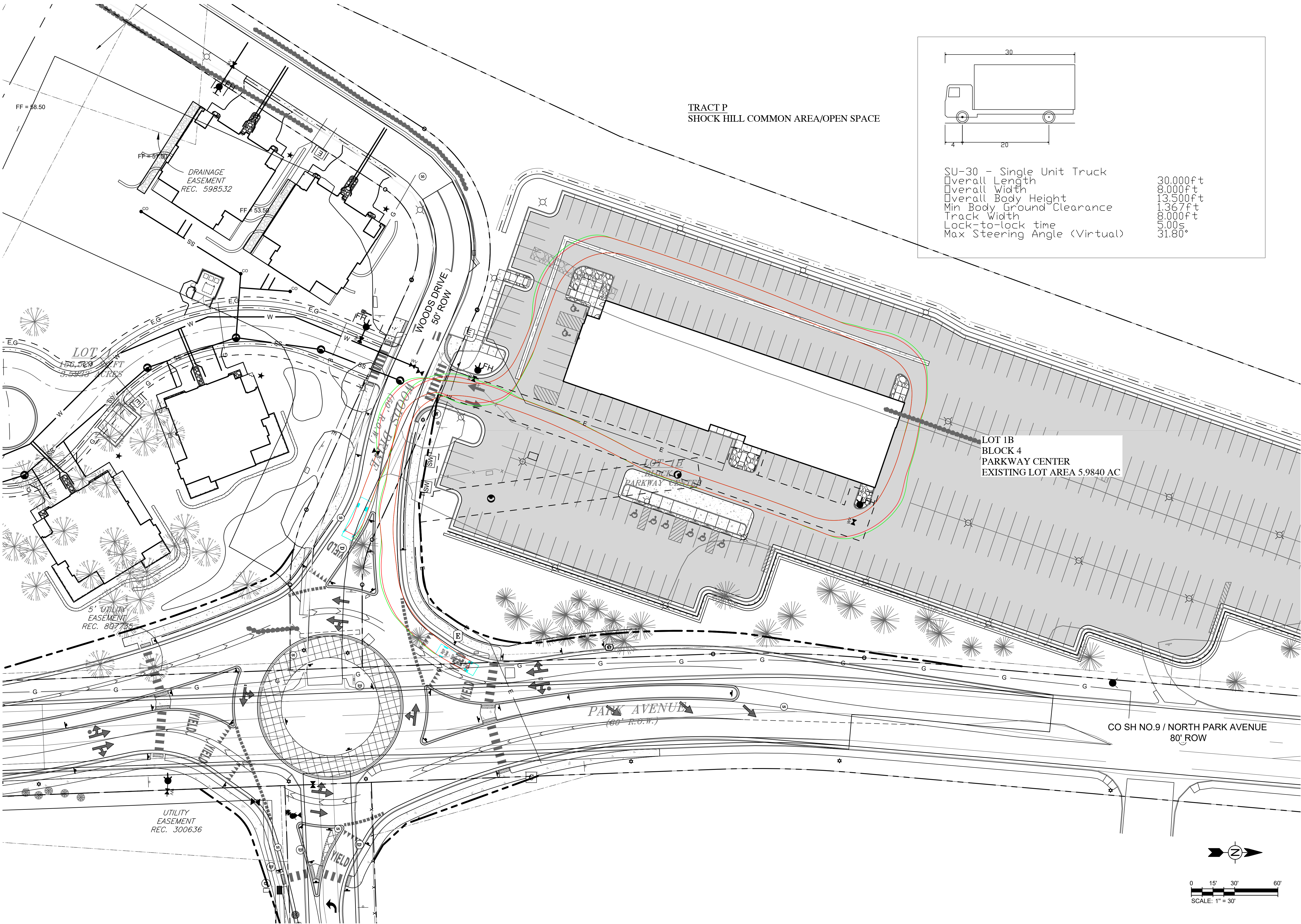
LOT 1B
BLOCK 4
PARKWAY CENTER
EXISTING LOT AREA 5.9840 AC

CO SH NO.9 / NORTH PARK AVENUE
80' ROW

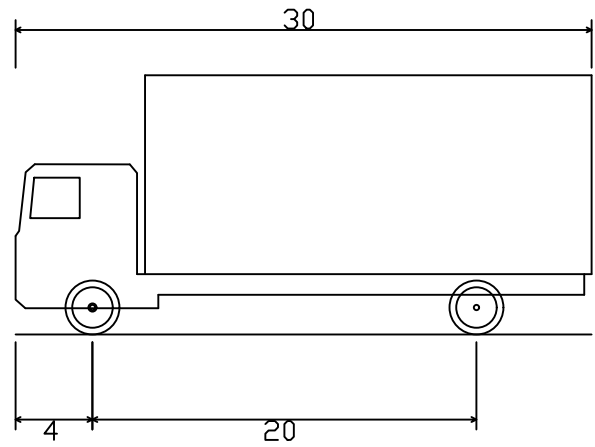


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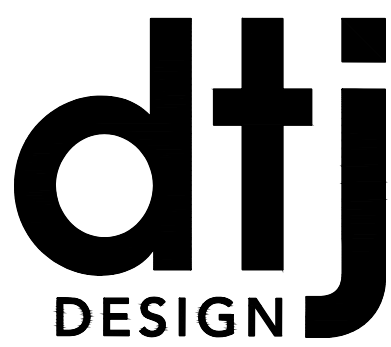
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TRACT P
SHOCK HILL COMMON AREA/OPEN SPACE



SU-30 - Single Unit Truck	
Overall Length	30.000ft
Overall Width	8.000ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.367ft
Track Width	8.000ft
Lock-to-lock time	5.00s
Max Steering Angle (Virtual)	31.80°



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415 N. PARK AVE. BRECKENRIDGE, CO

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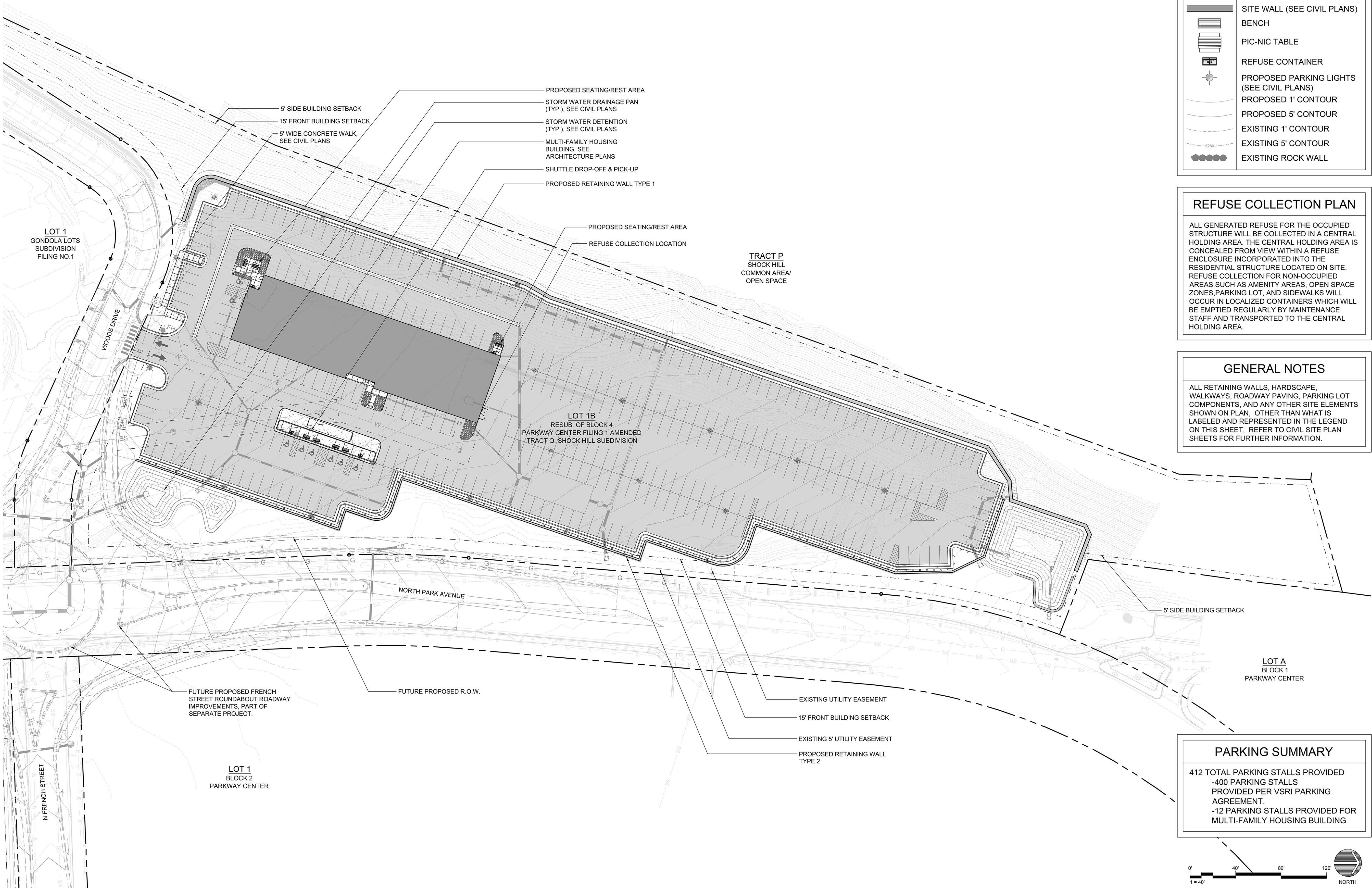
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EXHIBIT

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EX B2

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LANDSCAPE SITE PLAN
LEGEND

PROPERTY LINE

SETBACK LINE

EASEMENT LINE

SITE WALL (SEE CIVIL PLANS)

BENCH

PIC-NIC TABLE

REFUSE CONTAINER

PROPOSED PARKING LIGHTS
(SEE CIVIL PLANS)

PROPOSED 1' CONTOUR

PROPOSED 5' CONTOUR

EXISTING 1' CONTOUR

EXISTING 5' CONTOUR

EXISTING ROCK WALL

REFUSE COLLECTION PLAN

ALL GENERATED REFUSE FOR THE OCCUPIED STRUCTURE WILL BE COLLECTED IN A CENTRAL HOLDING AREA. THE CENTRAL HOLDING AREA IS CONCEALED FROM VIEW WITHIN A REFUSE ENCLOSURE INCORPORATED INTO THE RESIDENTIAL STRUCTURE LOCATED ON SITE. REFUSE COLLECTION FOR NON-OCCUPIED AREAS SUCH AS AMENITY AREAS, OPEN SPACE ZONES, PARKING LOT, AND SIDEWALKS WILL OCCUR IN LOCALIZED CONTAINERS WHICH WILL BE EMPTIED REGULARLY BY MAINTENANCE STAFF AND TRANSPORTED TO THE CENTRAL HOLDING AREA.

GENERAL NOTES

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

PARKING SUMMARY

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

Graphic scale bar showing 0', 40', 80', and 120' feet. Below the scale, it reads '1" = 40''. To the right of the scale is a north arrow pointing towards the top right of the sheet, labeled 'NORTH'.

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LOT 1B, BLOCK 4 FILING 1, PARKWAY CENTER
415 N. PARK AVE. BRECKENRIDGE, CO
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

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	3 01/14/2025

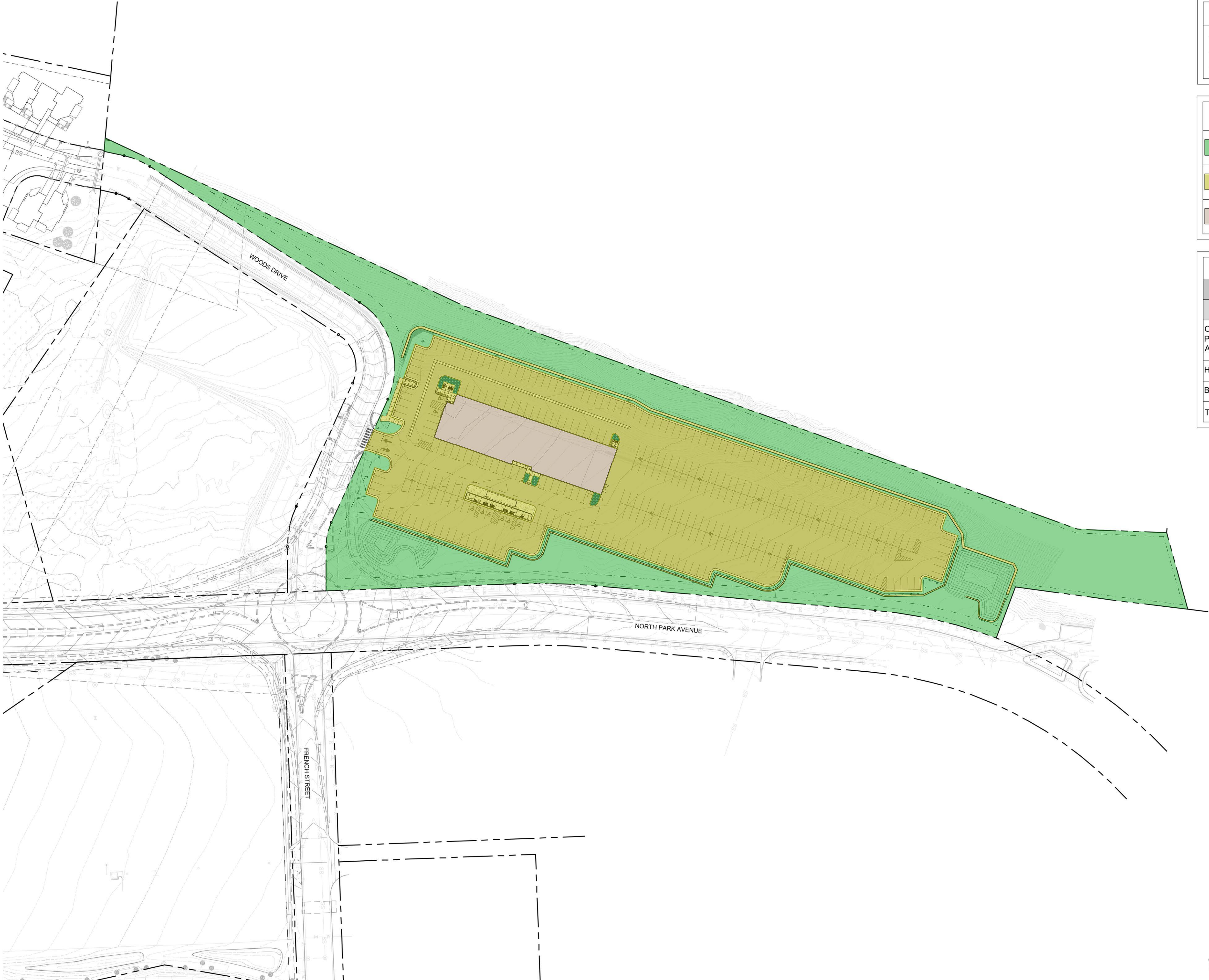
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LANDSCAPE
SITE PLAN

SHEET NUMBER:

L100

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Last Plotted 1/13/2025 2:26:31 PM
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LANDSCAPE SITE LEGEND

PROPERTY LINE

SETBACK LINE

EASEMENT LINE

LOT COVERAGE DIAGRAM
LEGEND

OPEN SPACE / PERMEABLE
AREAS

HARDSCAPE AREAS

BUILDING AREAS

LOT COVERAGE SUMMARY

GOLD RUSH NORTH - LOT 1B - BLOCK 4		
	SQ.FT	PERCENTAGE
OPEN SPACE/ PERMEABLE AREA	122,073 S.F.	47.0%
HARDSCAPE	124,542 S.F.	47.7%
BUILDING	14,047 S.F.	5.3%
TOTAL LOT AREA	260,662 S.F.	100%

0'60'120'180'

1"= 60'

NORTH



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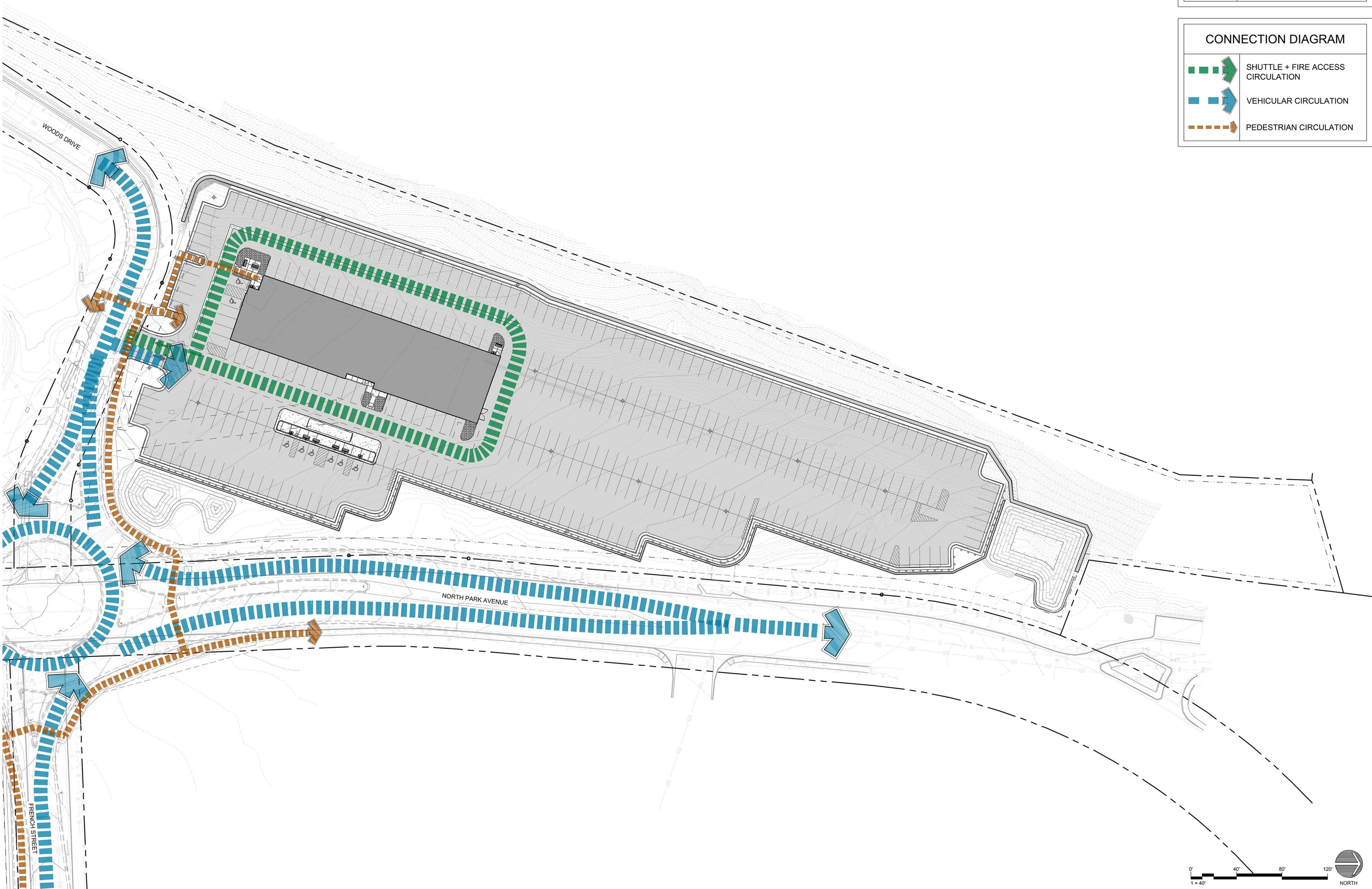
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SHEET TITLE:

LOT
COVERAGE
PLAN

SHEET NUMBER:

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LANDSCAPE SITE LEGEND

	PROPERTY LINE
	SETBACK LINE
	EASEMENT LINE

CONNECTION DIAGRAM

	SHUTTLE + FIRE ACCESS CIRCULATION
	VEHICULAR CIRCULATION
	PEDESTRIAN CIRCULATION

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

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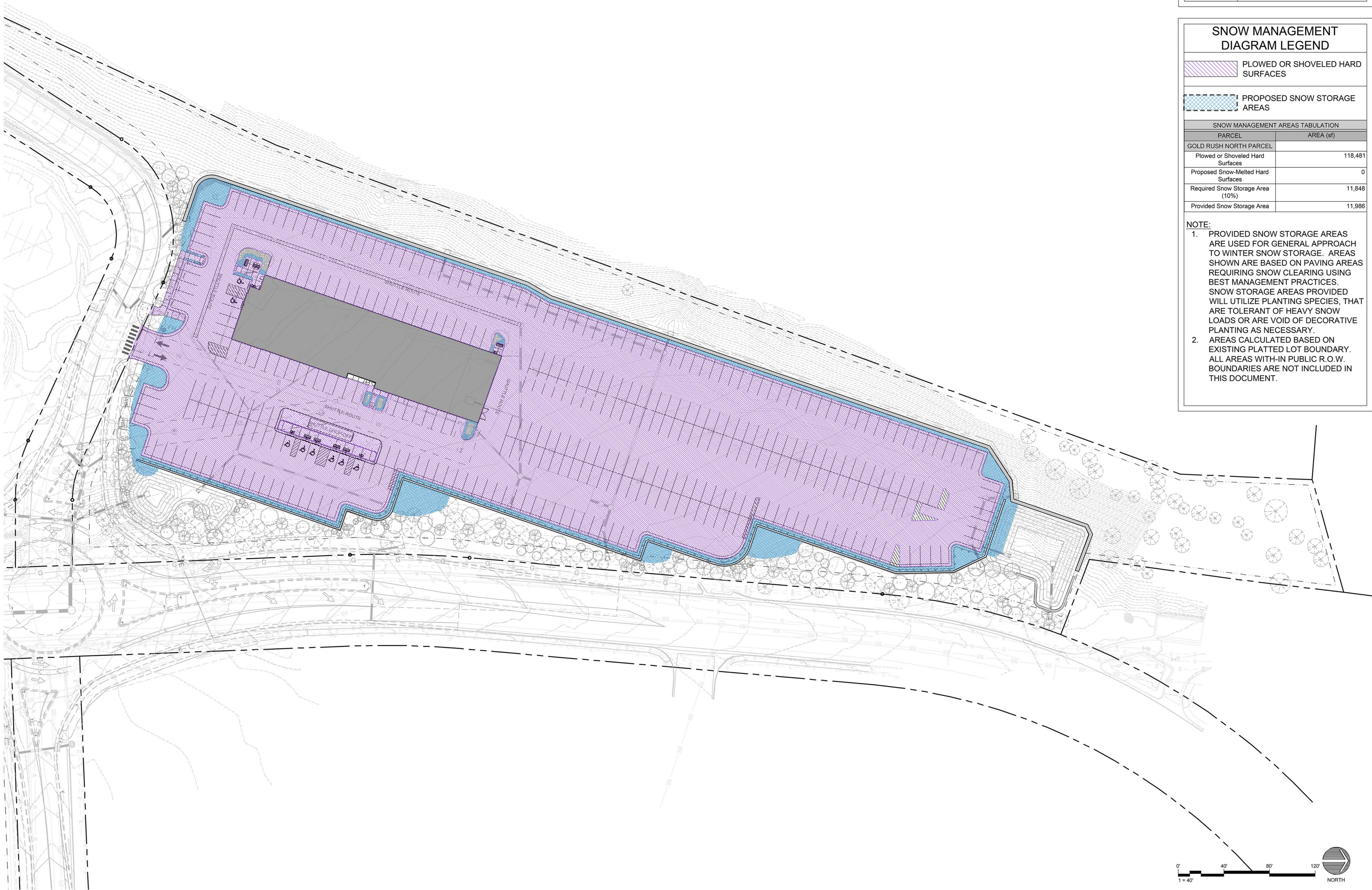
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**OVERALL
CIRCULATION
PLAN**

SHEET NUMBER:

L102

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LANDSCAPE SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

SNOW MANAGEMENT
DIAGRAM LEGEND

- Plowed or Shoveled Hard Surfaces
- Proposed Snow Storage Areas

SNOW MANAGEMENT AREAS TABULATION	
PARCEL	AREA (sf)
GOLD RUSH NORTH PARCEL	
Plowed or Shoveled Hard Surfaces	118,481
Proposed Snow-Melted Hard Surfaces	0
Required Snow Storage Area (10%)	11,848
Provided Snow Storage Area	11,986

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

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SHEET TITLE:

SNOW
MANAGEMENT
PLAN

SHEET NUMBER:

L103

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LANDSCAPE SITE LEGEND		
	PROPERTY LINE	
	SETBACK LINE	
	EASEMENT LINE	

EXISTING VEGETATION MANAGEMENT LEGEND		
SYMBOL	CATEGORY	QTY.
	EXISTING TREE TO BE PRESERVED	104
TOTAL PRESERVED		104
	EXISTING TREE TO BE REMOVED	68
TOTAL REMOVED		68
	PROPOSED TREE	112
TOTAL ADDED		112

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



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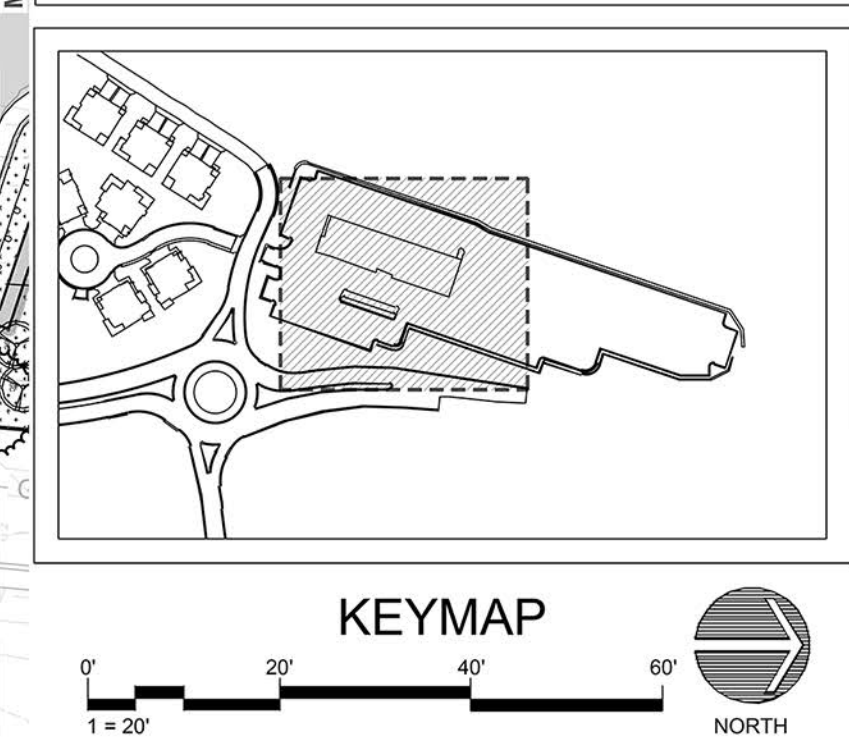
EXIST. TREE
MANAGEMENT

SHEET NUMBER:

L104

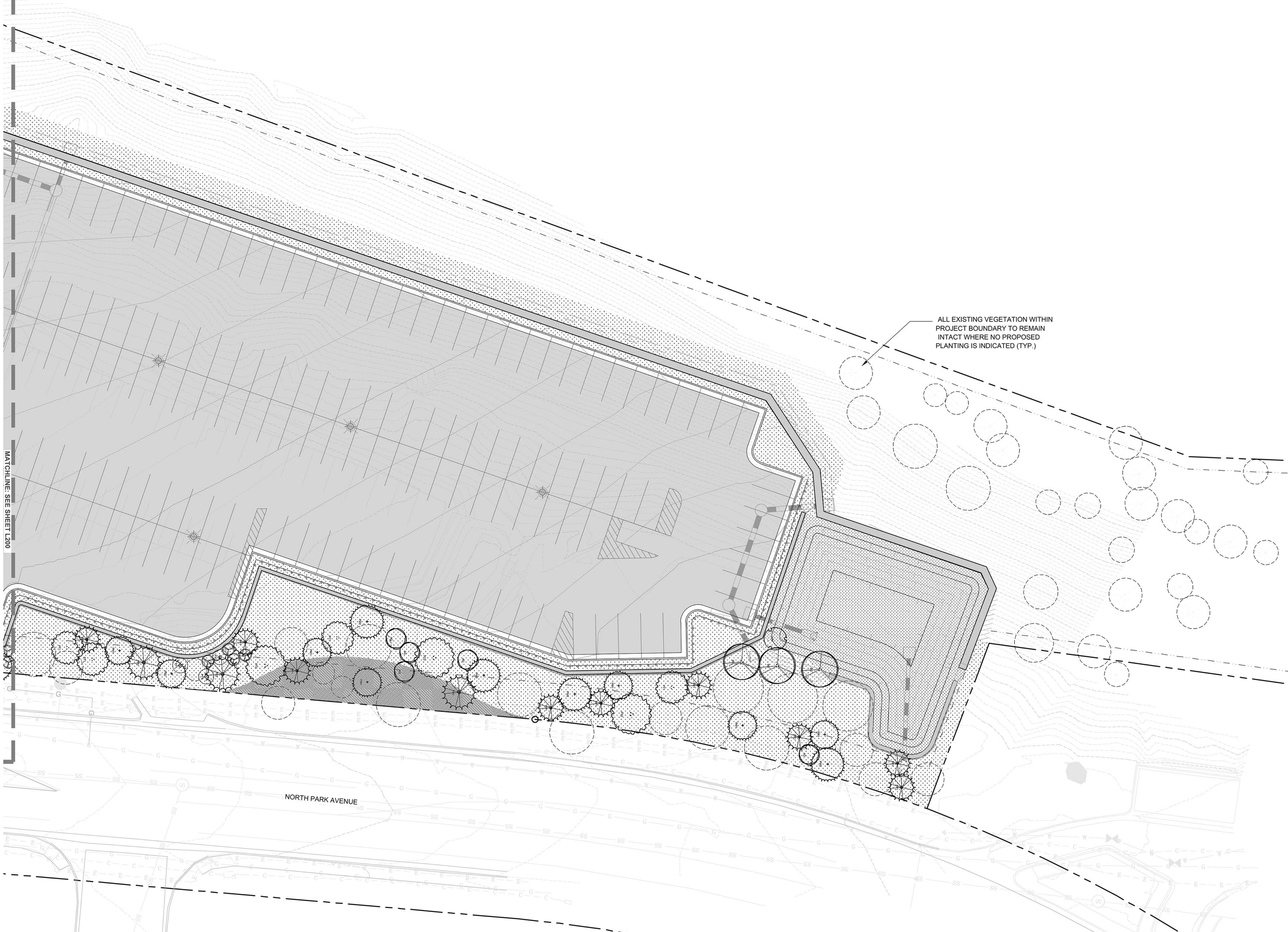
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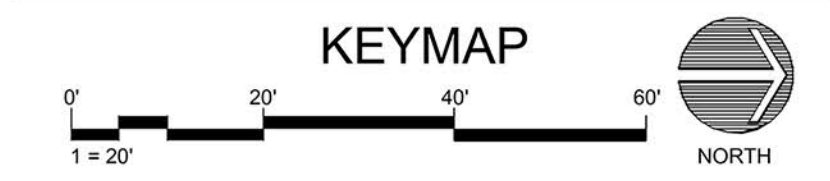
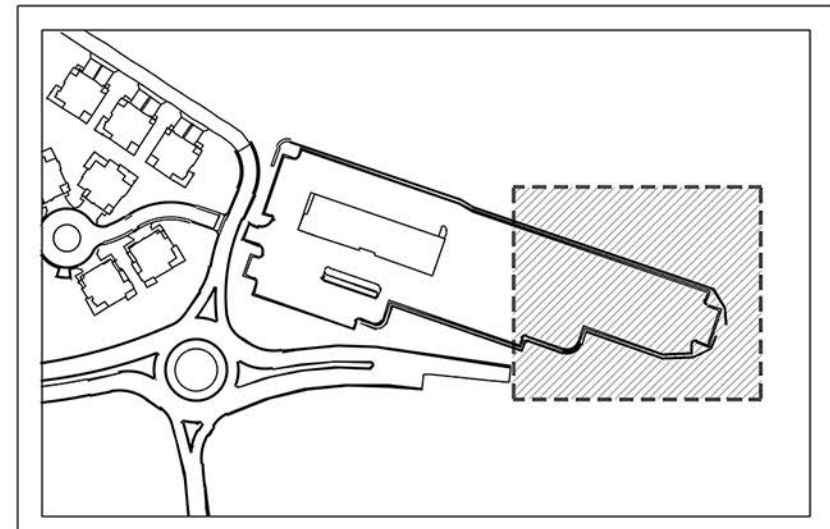
MATCHLINE: SEE SHEET L200

MATCHLINE: SEE SHEET L200



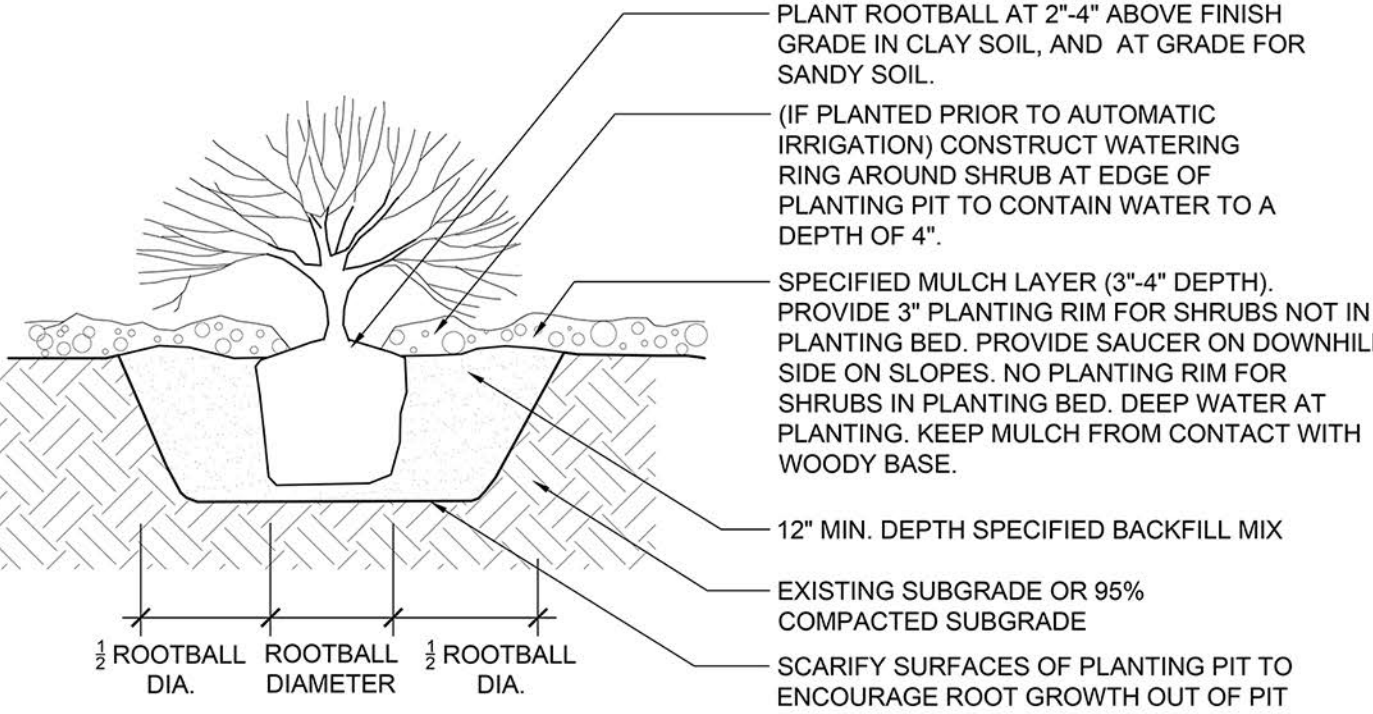
LANDSCAPE LEGEND	
	MATCH LINE (SEE KEYMAP)
	PROPERTY LINE
	SETBACK LINE
	EASEMENT LINE
	ASSUMED EXISTING TREES LOCATION

PLANTING LEGEND		
DECIDUOUS TREES	CODE Latin name Common name	
	AG <i>Acer glabrum</i> Rocky Mountain Maple	
	ATF <i>Alnus tenuifolia</i> Thin-leaf Alder	
	BO <i>Betula occidentalis</i> Mountain Birch	
	PT1 <i>Populus tremuloides</i> Quaking Aspen	
	PT2 <i>Populus tremuloides</i> Quaking Aspen	
EVERGREEN TREES	CODE Latin name Common name	
	PM1 <i>Pseudotsuga menziesii</i> Douglas Fir	
	PM2 <i>Pseudotsuga menziesii</i> Douglas Fir	
	PP1 <i>Picea pungens</i> Colorado Spruce	
	PP2 <i>Picea pungens</i> Colorado Spruce	
SHRUBS & ORN. GRASSES	CODE Latin name Common name	
	AU <i>Arctostaphylos uva-ursi</i> kinnikinnick	
	BG1 <i>Betula glandulosa</i> Bog Birch	
	BGB <i>Bouteloua gracilis blonde ambition</i> Blonde Ambition Blue Grama	
	CSC <i>Cornus sericea coloradensis</i> Colorado Dogwood	
	MR <i>Mahonia repens</i> Creeping Oregon Grape	
	PPM <i>Picea pungens mesa verde</i> Mesa Verde Colorado Spruce	
	PTT <i>Purshia tridentata</i> Antelope Bitterbrush	
	SO <i>Symphoricarpos oreophilus</i> Mountain Snowberry	
	SC <i>Shepherdia canadensis</i> Canada Buffaloberry	
SEED MIX	CODE Common name	Square footage
	Wetland / Riparian Mix	7,874 SF
	Native Restoration Seed Mix	36,779 SF
	Enhanced Native Restoration Seed Mix	6,146 SF
NOTE: SEE PLANT SCHEDULE FOR DETAIL		

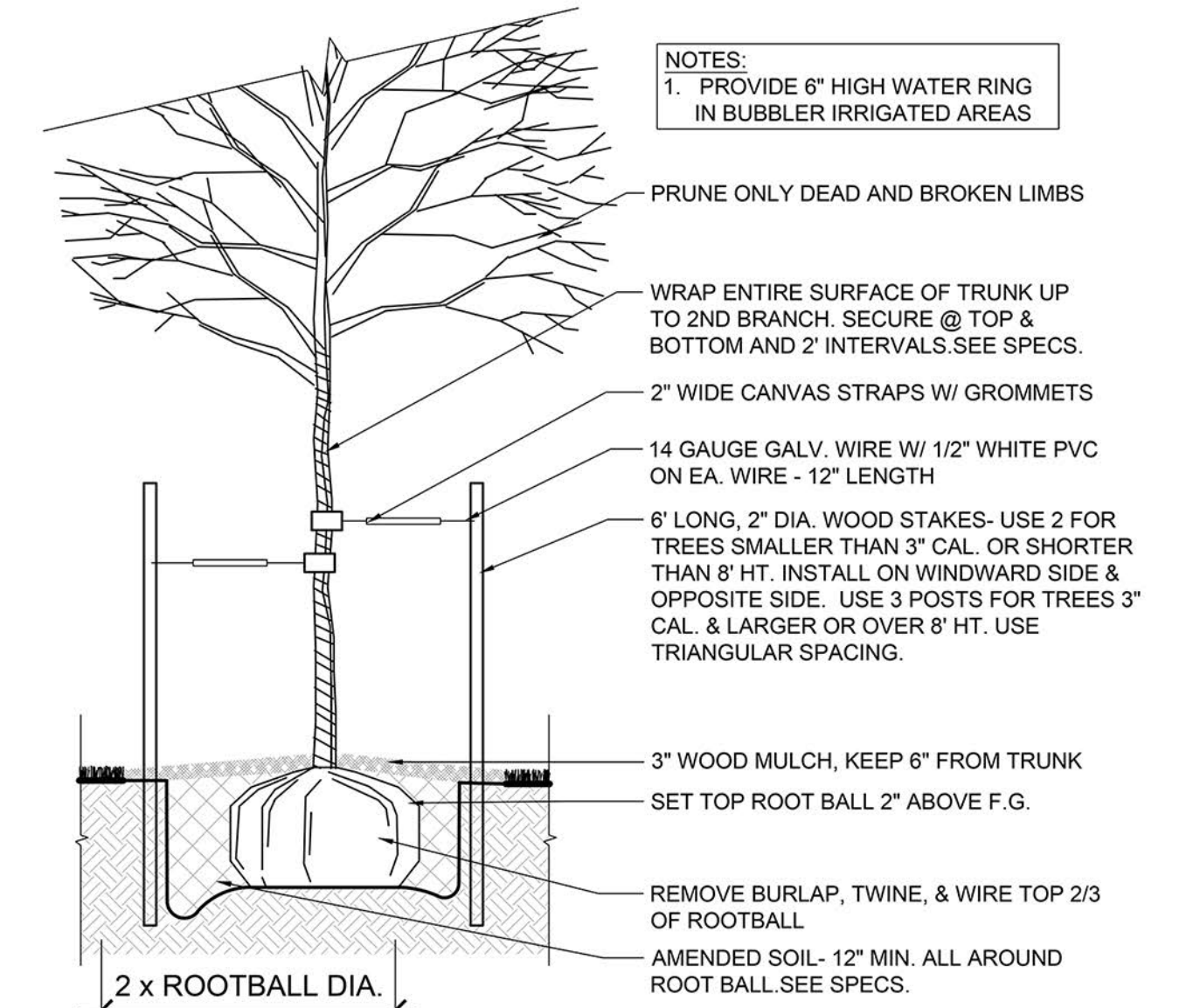


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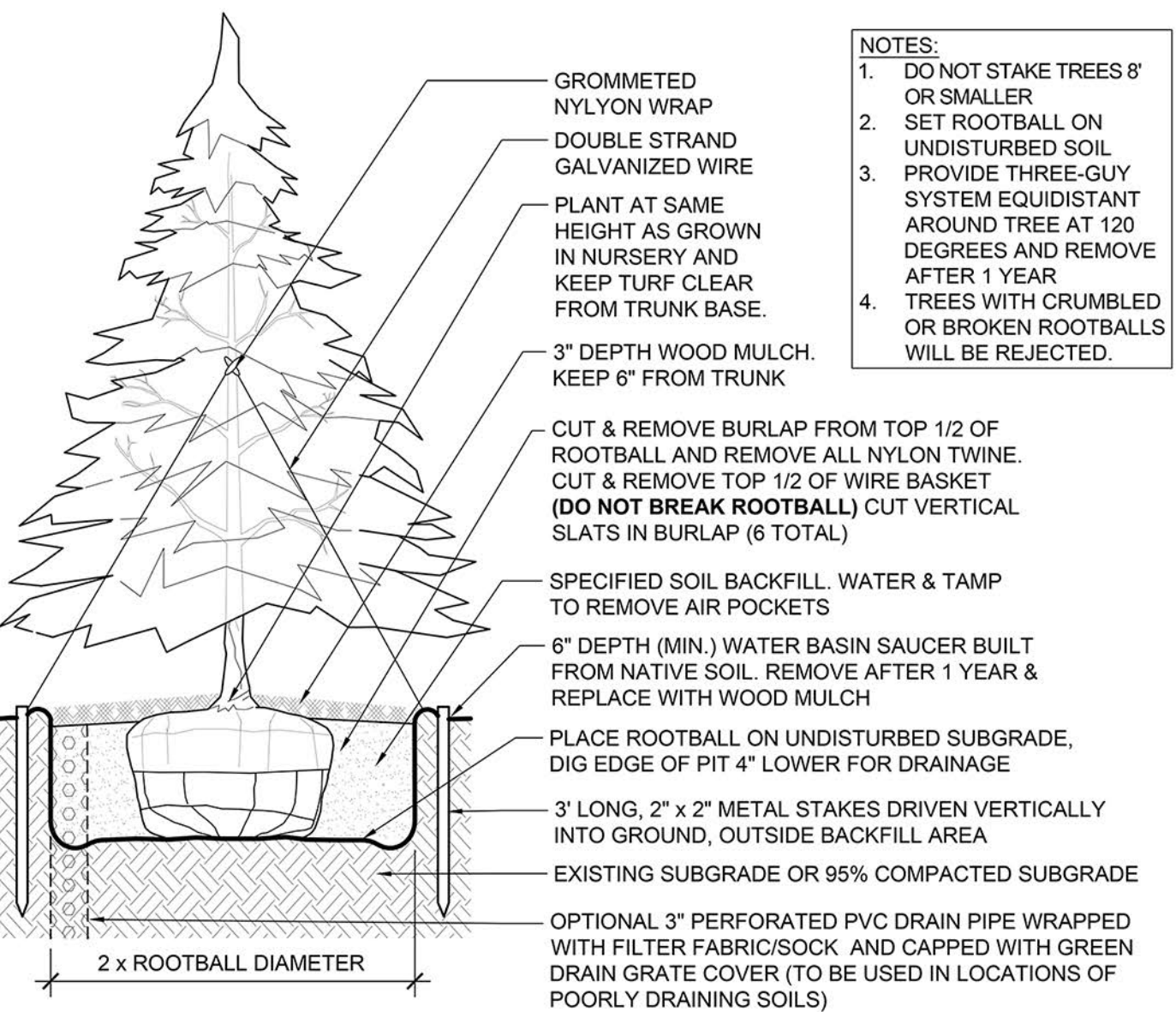
NOTES:
1. SEE PLANTING PLANS AND PLANT SCHEDULES FOR SHRUB LOCATION & TYPE. SEE PLANTING NOTES FOR ADDITIONAL INFORMATION.
2. ALL FINAL GRADING AND TOP SOILING SHALL BE COMPLETE PRIOR TO SHRUB PLANTING.
3. SEE PLANTING PLANS FOR SURFACE TREATMENT / FINISH. DO NOT PLANT UNTIL FINAL GRADES HAVE BEEN PROVIDED.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



3 L202 SHRUB & PERENNIAL PLANTING N.T.S. SECTION



2 L202 DECIDUOUS TREE PLANTING N.T.S. SECTION



1 L202 EVERGREEN TREE PLANTING N.T.S. SECTION

LANDSCAPE PLANTING NOTES

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

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

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

4. INSTALL FIR FIBER MULCH RING AROUND TREES AND SHRUBS IN TURF AND WHERE INTEGRATED INTO EXISTING PRESERVED OR RESTORED WILD LAND AREAS.

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

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

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

8. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. GRASS AREAS, WHERE APPLICABLE, ARE TO BE IRRIGATED WITH OVERHEAD SPRAY, AND ALL OTHER PLANTING BEDS TO BE ON DRIP SYSTEM TO CONSERVE WATER USAGE.

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

REVEGETATION NOTES

NATIVE RESTORATION MIX
- 100% NATIVE SHORT DRY GRASS MIX @2 LBS/1,000 SF:

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

ENHANCED NATIVE RESTORATION MIX
- 60% NATIVE SHORT DRY GRASS MIX @2 LBS/1,000 SF:

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

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

WETLAND RIPARIAN MIX
- 100% PAWNEE BUTTES SEED INC. "PBSI MOUNTAIN WETLAND MIX" @1LB/4,000SF
FOWL BLUEGRASS CANADA WILDRIE TICKLEGRASS NEBRASKA SEDGE FOWL MANNAGRASS SMALL WINGED SEDGE CREEPING SPIKERUSH BEAKED SEDGE SMALL FRUITED BULRUSH BALTIC RUSH THREE SQUARE BULRUSH WOLLY SEDGE MEADOW RUSH AQUATIC SEDGE DAGGER LEAF RUSH

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

PLANT SCHEDULE								
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY	NOTES
	AG	ACER GLABRUM ROCKY MOUNTAIN MAPLE	N/A	MULTI-TRUNK	B & B	6' HT.	9	ALL TO BE MULTI-STEM
	AT	ALNUS TENUIFOLIA THIN-LEAF ALDER	N/A	MULTI-TRUNK	B & B	6' HT.	12	ALL TO BE MULTI-STEM
	BO	BETULA OCCIDENTALIS MOUNTAIN BIRCH	N/A	MULTI-TRUNK	#25	8' HT.	5	ALL TO BE MULTI-STEM
	PT1	POPULUS TREMULOIDES QUAKING ASPEN	2" CAL.	MULTI-TRUNK + SINGLE STEM	B & B	10'-12' HT	9	50% MINIMUM TO BE MULTI-STEM
	PT2	POPULUS TREMULOIDES QUAKING ASPEN	3" CAL	MULTI-TRUNK + SINGLE STEM	B & B	12'-15' HT	10	50% MINIMUM TO BE MULTI-STEM
EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CAL	COND	CONT	SIZE	QTY	
	PM1	PSEUDOTSUGA MENZIESII DOUGLAS FIR	N/A		B & B	8' HT	15	
	PM2	PSEUDOTSUGA MENZIESII DOUGLAS FIR	N/A		B & B	10' HT	11	
	PP1	PICEA PUNGENS COLORADO SPRUCE	N/A		B & B	8' HT	26	
	PP2	PICEA PUNGENS COLORADO SPRUCE	N/A		B & B	10' HT	9	
EVERGREEN SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	AU	ARCTOSTAPHYLOS UVA-URSI KINNIKINNICK	3-5 GAL.	3' O.C.			7	
	MR	MAHONIA REPENS CREEPING OREGON GRAPE	3-5 GAL.	3' O.C.			8	
	PPM	PICEA PUNGENS MESA VERDE MESA VERDE COLORADO SPRUCE	3-5 GAL.	3" O.C.			5	
DECIDUOUS SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	BG1	BETULA GLANDULOSA BOG BIRCH	3-5 GAL.	4' O.C.			17	
	CSC	CORNUS SERICEA COLORADENSIS COLORADO DOGWOOD	3-5 GAL.	5-6' O.C.			6	
	PTT	PURSHIA TRIDENTATA ANTELOPE BITTERBRUSH	3-5 GAL.	6' O.C.			18	
	SO	SYMPHORICARPOS OREOPHILUS MOUNTAIN SNOWBERRY	3-5 GAL.	3' O.C.			6	
	SC	SHEPHERDIA CANADENSIS CANADA BUFFALOBERRY	3-5 GAL.	3' O.C.			21	
ORNAMENTAL GRASS	CODE	DESCRIPTION	CONT	SPACING			QTY	
	BGB	BOUTELOUA GRACILIS BLONDE AMBITION BLONDE AMBITION BLUE GRAMA	1 GAL.	2.5' O.C.			10	

	ENHANCED NATIVE NATIVE GRASS & PERENNIALS SEED MIX	6,071 SF
	NATIVE RESTORATION NATIVE SHORT GRASS SEED MIX	36,938 SF
	WETLAND/RIPARIAN MIX WET-ZONE TOLERANT GRASS & PERENNIALS SEED MIX	7,874 SF



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SHEET TITLE:
PLANT
SCHEDULE

SHEET NUMBER:

L202

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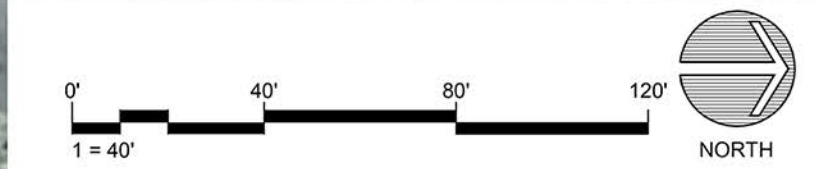


NORTH GOLD RUSH / PARCEL 2
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415 N. PARK AVE. BRECKENRIDGE, CO
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

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SHEET TITLE:
**ILLUSTRATIVE
PLAN**

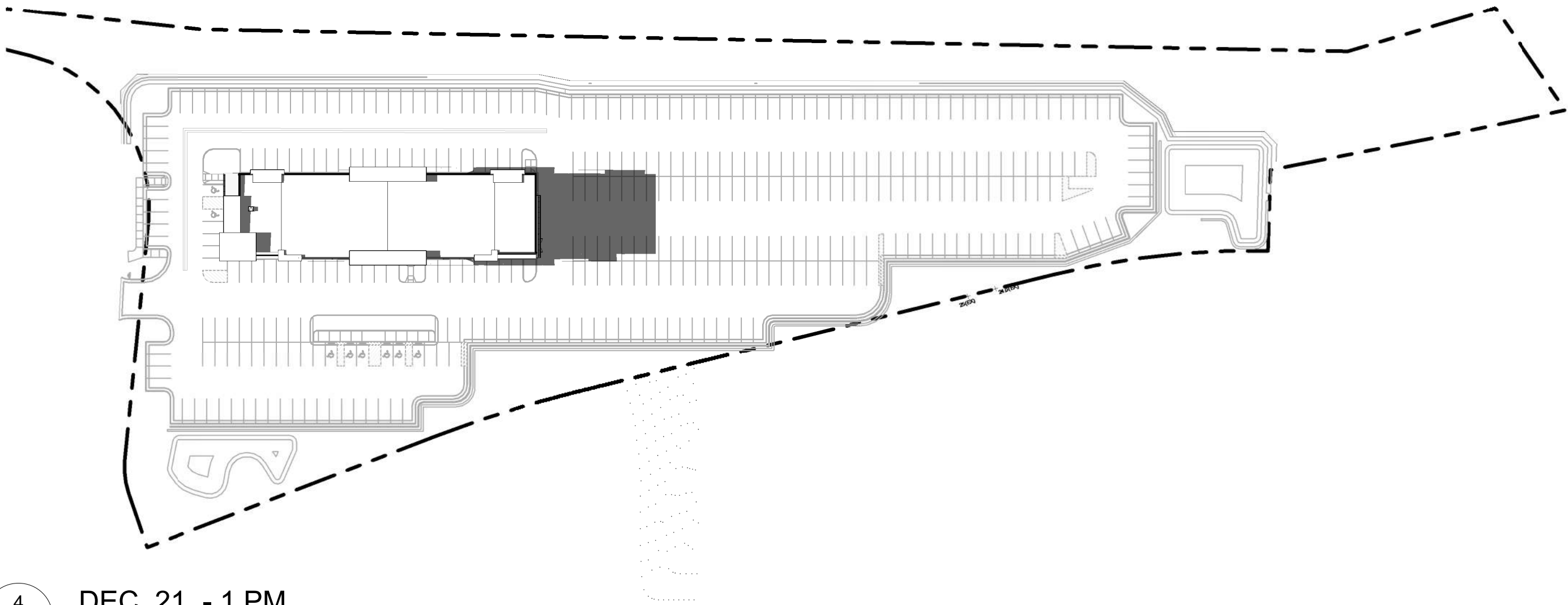
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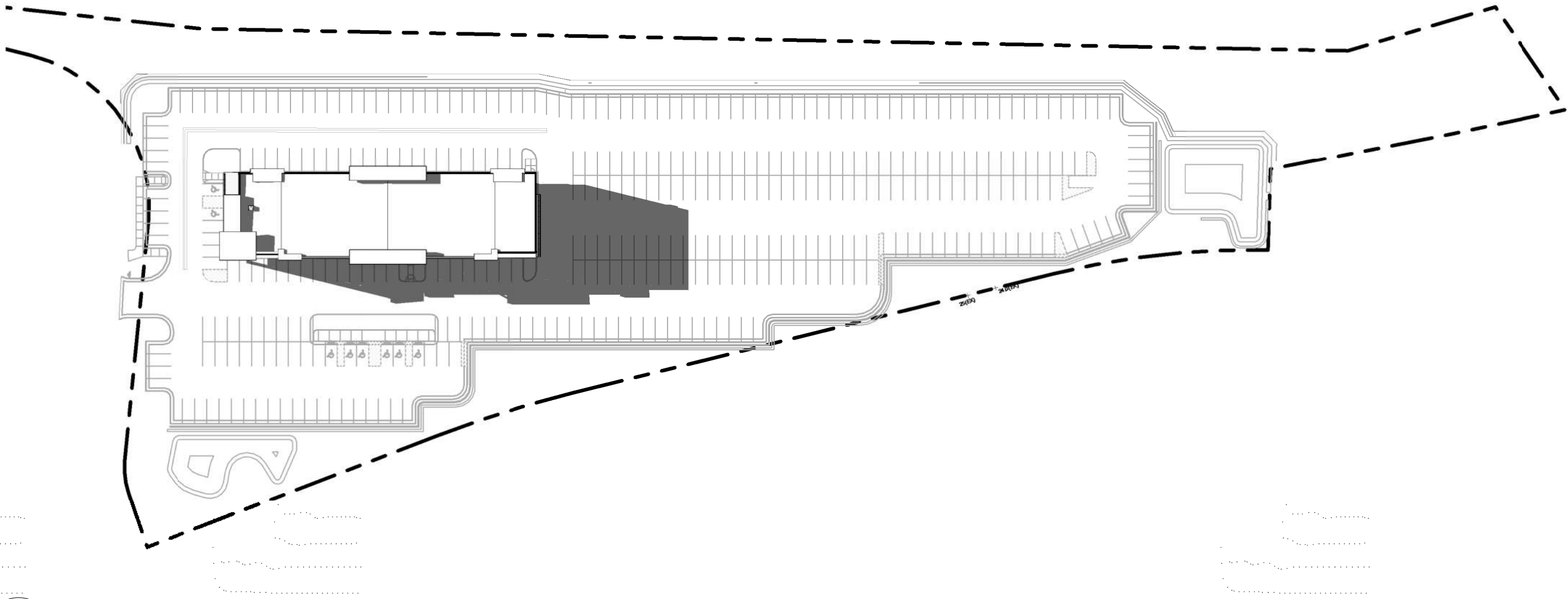
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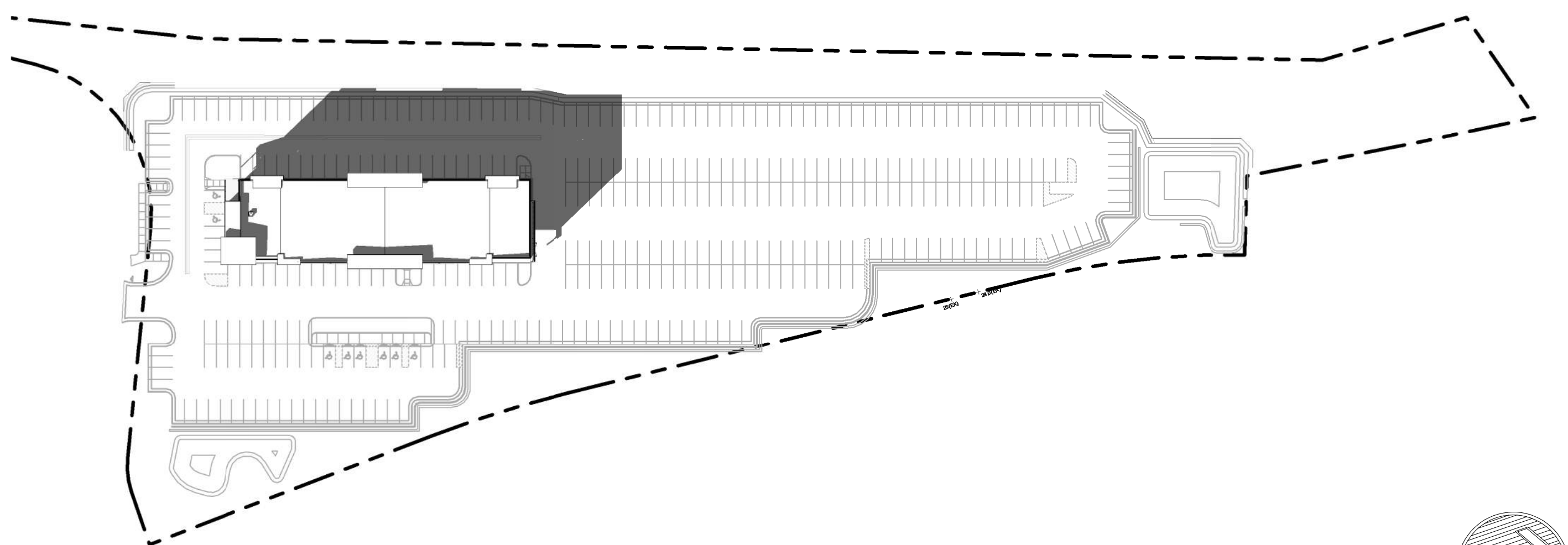
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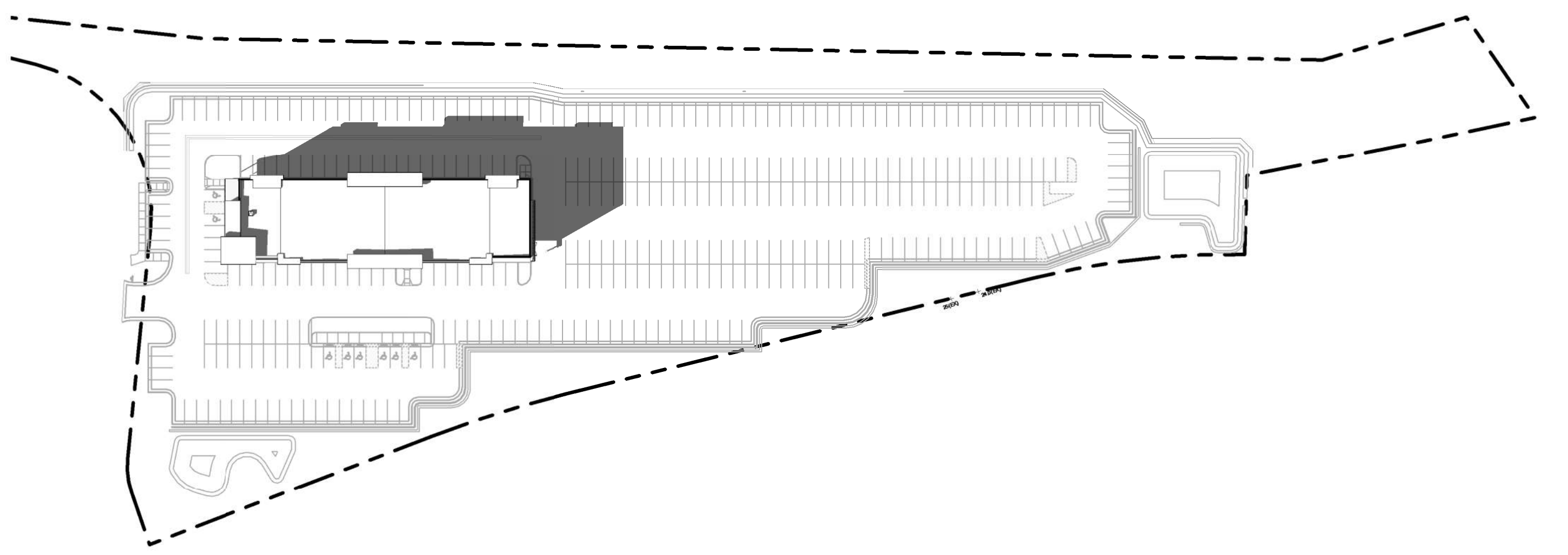
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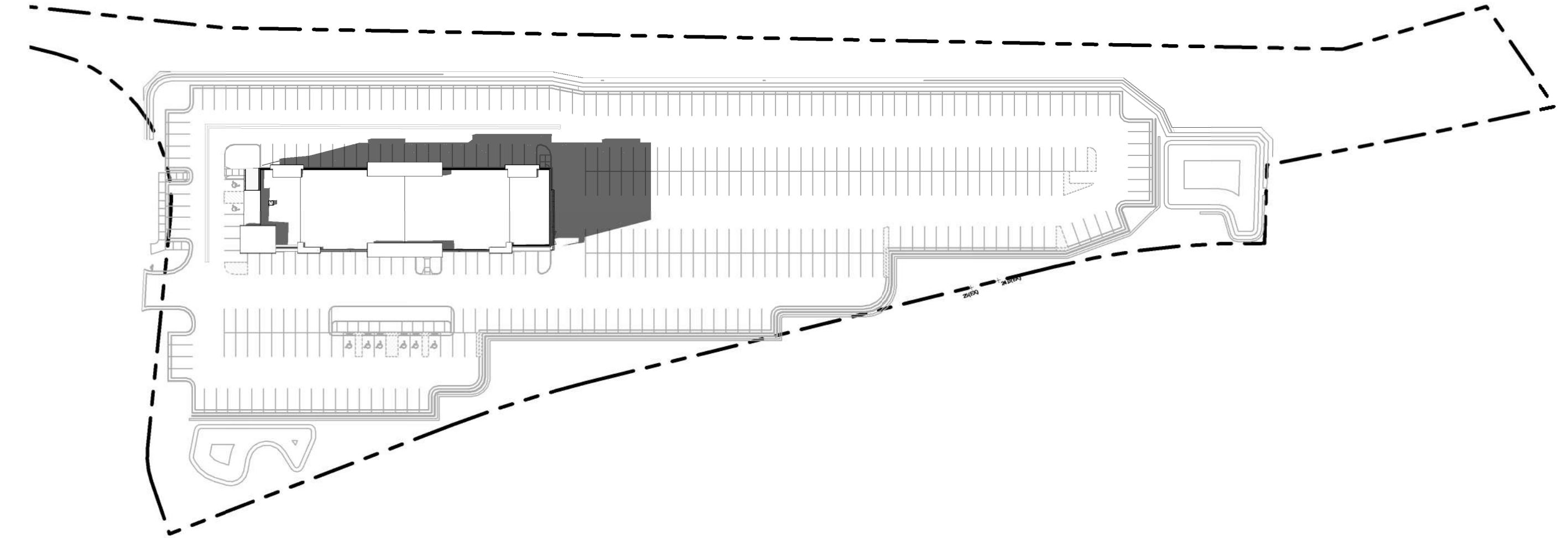
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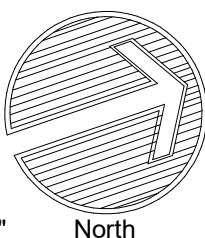
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DEC. 21 - 12 PM
SCALE: 1" = 80'-0"



Scale: 1" = 80'-0"

0' 40'-0" 80'-0" 160'-0"



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LOT 1B, BLOCK 4 FILING 1 PARKWAY CENTER
415 N. PARK AVE. BRECKENRIDGE, CO
PRELIMINARY CLASS A SITE PLAN SUBMITTAL

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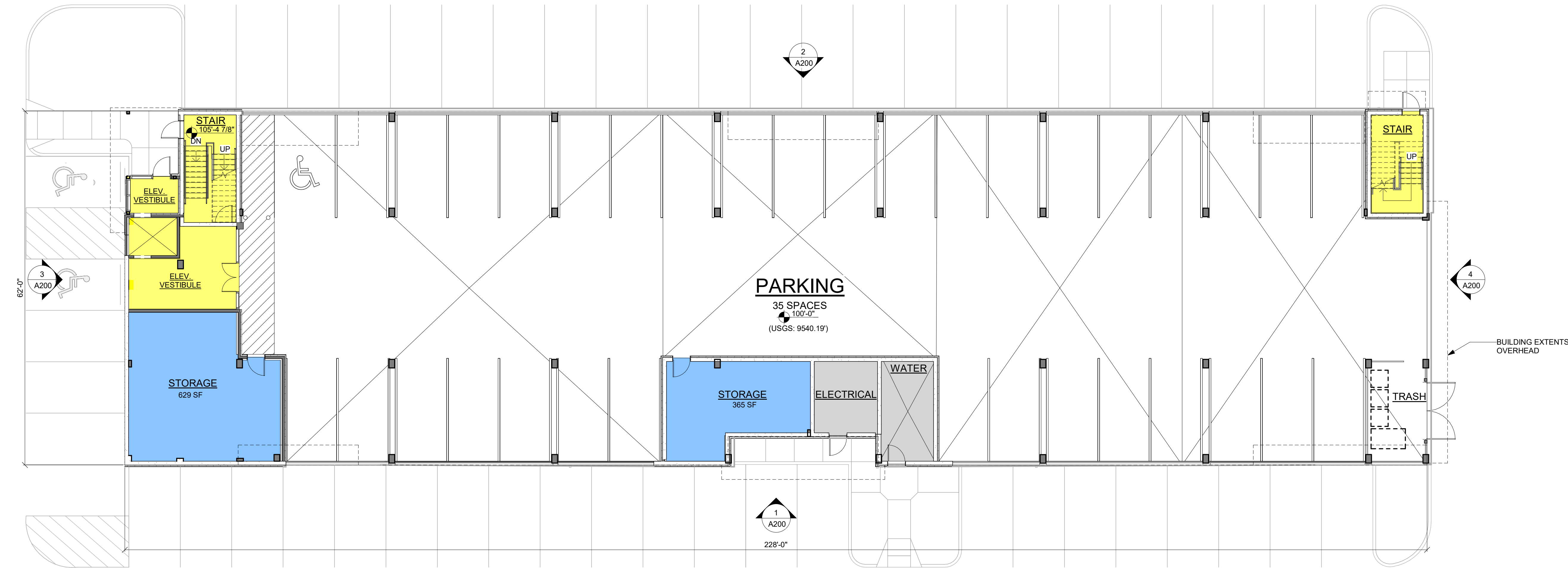
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SOLAR STUDY

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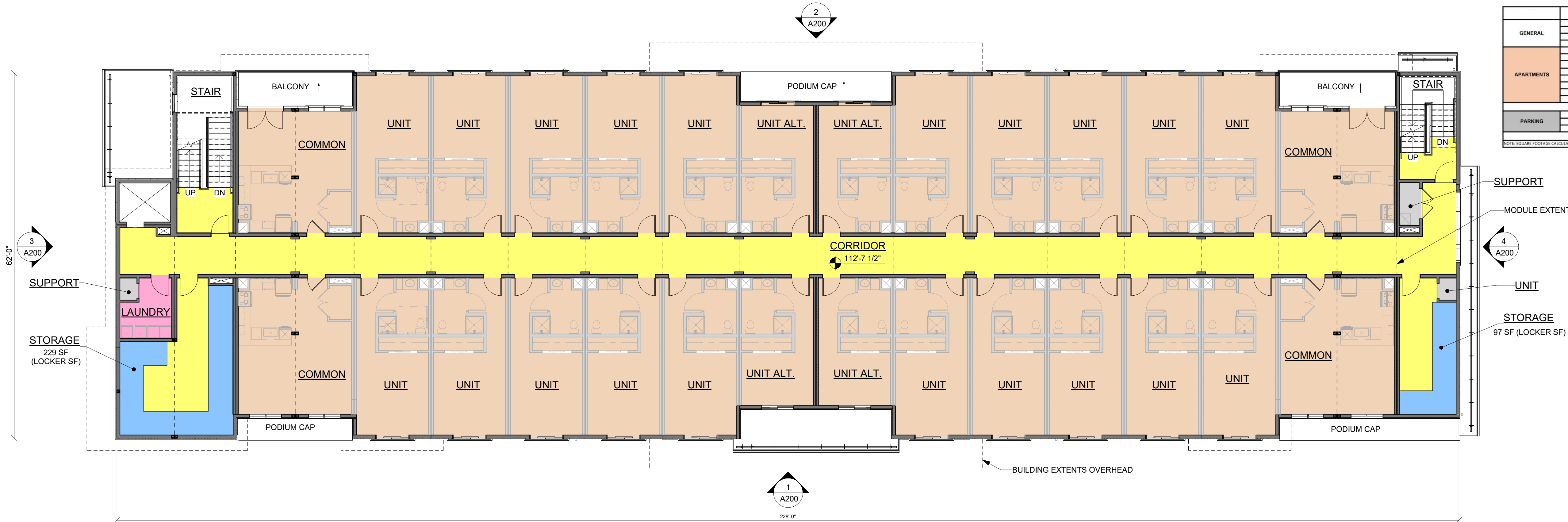
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1 ENTRY LEVEL - FLOOR PLAN
SCALE: 1" = 10'-0"

2 LEVEL 2 - FLOOR PLAN
SCALE: 1" = 10'-0"



WORKFORCE HOUSING		
GENERAL	HEIGHT (STORIES)	3
	TOTAL GROSS SF	27,878
	TOTAL BEDROOMS	48
	TOTAL PARKING DEMAND	13,000
APARTMENTS	TYPE	TYP. AREA SIZE SF
	(A)X1 BEDROOM TYP.	357
	(B)X1 BEDROOM ALT.	291
	(C)X1 COMMON	453
	STORAGE	1,417
	RECREATION/AMENITY	183
PARKING	TOTAL	27,878
	LOCATION	COUNT (STALLS)
	SURFACE LOT	377
	GARAGE (UNDER BUILDING)	70
	Total	412

NOTE: SQUARE FOOTAGE CALCULATIONS EXCLUDE OPEN AIR PARKING GARAGE & BALCONIES

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

NOT FOR CONSTRUCTION

DRAWN BY: DTJ
CHECKED BY: DTJ
PROJECT NO: 2024019.30
ISSUE DATE: 09/24/2024
REVISIONS:
1 11/21/2024
2 01/02/2025

SHEET TITLE:

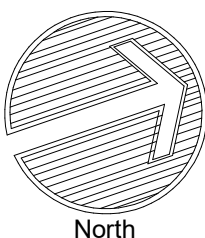
PLANS

SHEET NUMBER:

A100

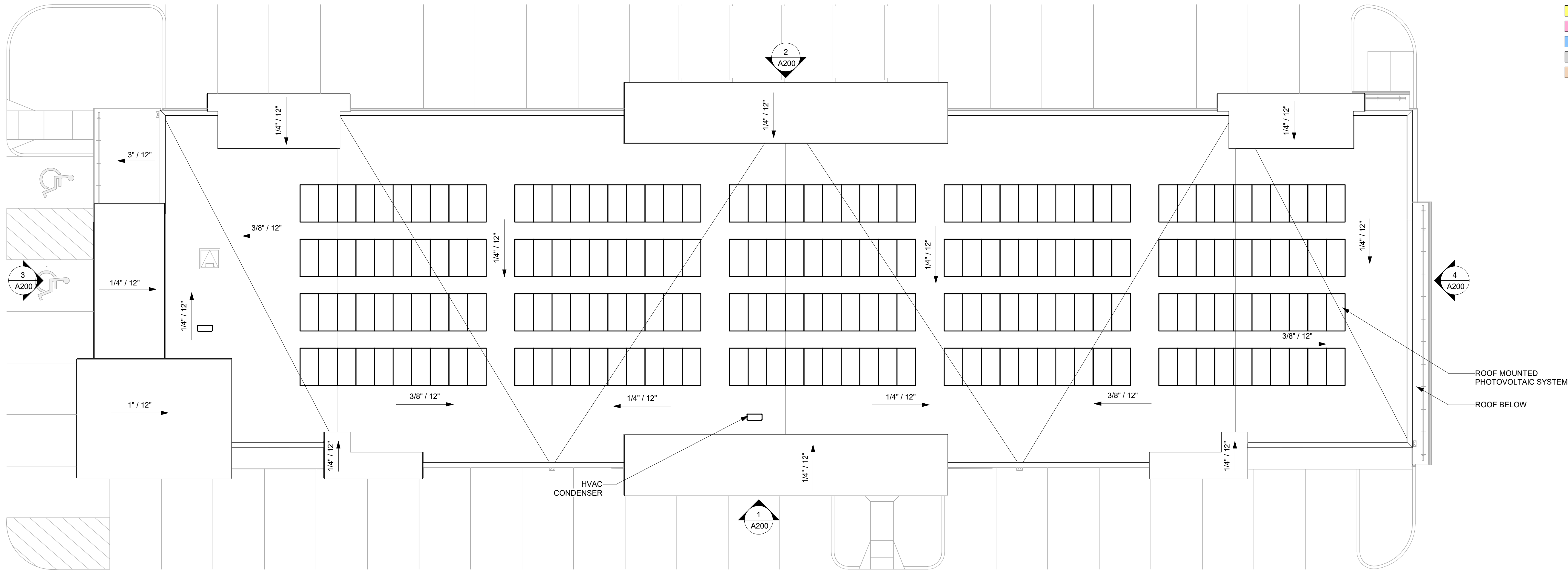
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0' 5'-0" 10'-0" 20'-0"



USE TYPE:

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



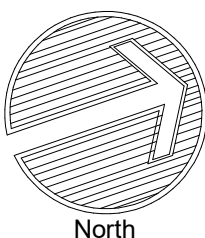
2 ROOF PLAN - DEVELOPMENT PLAN
SCALE: 1" = 10'-0"



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

Scale: 1" = 10'-0"

0' 5'-0" 10'-0" 20'-0"



NOT FOR CONSTRUCTION

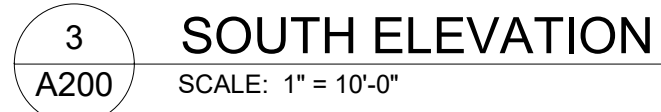
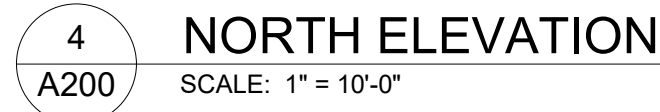
DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2024019.30
ISSUE DATE:	09/24/2024
REVISIONS:	
1	11/21/2024
2	01/02/2025

SHEET TITLE:

PLANS

SHEET NUMBER:

A101

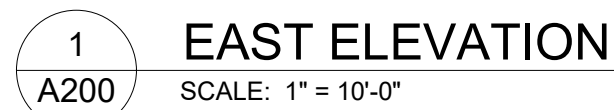


dtj
DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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

www.dtjdesign.com



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

NOT FOR CONSTRUCTION

DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2024019.30
ISSUE DATE:	09/24/2024
REVISIONS:	
1	11/21/2024
2	01/02/2025

SHEET TITLE:

ELEVATIONS

SHEET NUMBER: _____

A200



VIEW 1 - SOUTH WEST CORNER LOOKING NORTH EAST



VIEW 2 - EXISTING ENTRY LOOKING NORTH



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



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

DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2024019.30
ISSUE DATE:	09/24/2024
REVISIONS:	
1	11/21/2024
2	01/02/2025



VIEW 1 - SOUTH WEST CORNER LOOKING NORTH EAST



VIEW 2 - EXISTING ENTRY LOOKING NORTH



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



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

DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO:	2024019.30
ISSUE DATE:	09/24/2024
REVISIONS:	
1	11/21/2024
2	01/02/2025

January 14, 2025

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

RE: Parcel 2 – Employee Housing and Parking Site Plan Application – 2nd Preliminary Hearing

Sarah,

Thank you for your help with the Parcel 2 Employee Housing and Parking Lot Site Plan request and for you, Chris Kulick, and Mark Truckey meeting with us on December 16, 2024. Changes to the project have been made that address the Planning Commission's concerns and improve the livability of the project for its future residents—both inside and outside of the building. Most notably, the bedrooms' interior accesses have been redesigned to provide more privacy for the residents. Each bedroom will now have direct access to the central interior hallways rather than accessing through a second parallel internal corridor in each unit. Juliet balconies have been added to the exterior of the building to add architectural interest. Two small, landscaped seating areas have been added on the western side of the building for the residents' enjoyment, and a curb and additional landscaping have been added to the eastern side of the building. Redesigning the interior of the building and exterior of the site has modified the buildings' square footages and site area calculations which have been reflected on the revised plans.

The drainage system has also been reviewed by our civil engineers who have confirmed that the system has been designed and sized appropriately for the uses to meet the Town of Breckenridge Engineering Design Standards and Construction Specifications requirements. Additional information has been provided below and water and sewer main plans and profiles have also been included in the plan set.

Based on our geologist's recommendation, the rear retaining wall be extended higher to contain hillside debris. It will also serve to protect individuals on the above public open space parcel and Pence Miller Trail from potentially slipping down the hill and into the parking lot. (Tract P Shock Hill Common Area/Open Space is owned by the Town.) We are still working on the retaining walls' design and finishes and will provide you more information as soon as possible. A roof-top solar energy system will also be installed on the building to help offset The Imperial's Renewable Energy Mitigation Program (REMP) requirements. Those design details will also be provided in the future.

Consequently, the proposed major changes to the project include:

- Interior hallways eliminated/individual bedrooms and bathrooms increased in size;
- Central laundry areas added to each floor (removed from units' common areas);
- Juliet balconies added to the front and rear of the building;
- Two exterior western landscaped seating/rest areas added;
- Curb and additional landscaped areas added near the building;
- Parking spaces relocated on-site to maintain a total of 412 spaces;
- Building and site area calculations revised;
- Drainage system details provided;
- The rear retaining wall will be extended and a roof-top solar energy system is planned.
(Additional information will be provided for future review.)

Designing a project to meet the Town Council's direction and multiple Development Agreement terms within the physical limitations of the site has been challenging, to say the least. As you know, the Town Council did not support a residentially wrapped parking structure on the lot, but rather a free standing residential building surrounded by surface parking. The Development Agreement requires the existing Park Avenue tree buffer to be maintained and to provide 400 on-site parking spaces to count towards the overall 1,560 spaces of the 2003 Parking Agreement. The steep topography on the rear of the property further limits the buildable area on-site. We also heard the Town Council's direction for each bedroom to contain its own bathroom and their concerns with full-size balconies on the building because of the visual impacts of the occupant's personal items that could be stored on them. Thus, the proposed building and project layout are a result of the cumulative requirements and constraints that we have been given. We appreciate the Planning Commission's comments and believe the proposed interior and exterior building and site plan revisions improve the livability for the future residents of the project and address the Planning Commission's concerns while also meeting the various Development Agreement and Gondola Lot Master Plan terms.

Interior and Exterior Building Revisions

The project still consists of 48 bedrooms of employee housing arranged in eight (8), six-plex dorm-style units in a single building along with 400 winter recreational visitor parking spaces. (412 total parking spaces continue to be shown on-site. 377 surface parking spaces + 35 underneath the building. 415 spaces were previously incorrectly reported in the Narrative.) A recreational/amenity area and storage lockers are still provided inside the building. Each bedroom will continue to have its own bathroom and each six-unit dorm will share a common kitchen/dining and living area accessed from the main central hallways. As mentioned above, the units' individual laundry facilities have been relocated to a centralized laundry facility on each floor of the building. This new access design eliminates the redundancy and inefficiency in hallways and frees up more space for each individual bedroom. Bigger bedrooms and bathrooms with more privacy and improved livability are created since there is no common door and internal hallway to share. With this new design, the bedroom closest to the shared kitchen/dining and living area will now have its own bathroom instead of sharing it with the common kitchen/dining and living area. The building grew

slightly by three feet in length which increased the size of the individual bedrooms, units, and storage areas. The new area sizes and overall square footage have been provided on the plans. The project is still well below the allowed density and mass. (The individual bedrooms and units' common areas have been counted as density while the central hallways and stairs, recreational/amenity area, storage lockers, laundry areas, and mechanical areas/chases were counted as mass.)

The building undulates both vertically and horizontally and lap and board and batten siding cover the building to help break up its facade. As mentioned above, Juliet balconies have been added to both the front and rear of the building to create interest, texture, and shadows for the structure. We believe the additional Juliet balconies, in combination with the rear full-size common decks and other building features, address the Commissioner's aesthetic comments and meet the Development Agreement's discussions and Gondola Lot Master Plan text that allows modular construction of the building while recognizing its visual limitations.

Article 6.2(e) of the Development Agreement states:

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:

...

(e) Not award negative points under Relative Policy 5/Architectural Compatibility (Town Code Sections 9-1-9-5R.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.

The Gondola Lot Master Plan states:

Architectural Character – Policy and Compatibility
Gold Rush North Residential

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

We believe a “residential feel within the parameters of that building type [modular construction]” has been created with the proposed architectural elements. As mentioned during the Preliminary Hearing, the proposed building's architecture is similar to the Town's Larkspur Apartments which are also of modular design. We believe the proposed building is more attractive than many other employee housing projects that have been constructed in Town.

Site Plan Revisions

Two small, landscaped seating/rest areas on the west side of the building have been added. A picnic table, bench, trash cans and trees, shrubs, and grasses are shown. The northwest area utilizes the raised median and the southwest area utilizes a few parking spaces that have been relocated to other areas of the lot. (Some of the accessible parking spaces have been relocated to the east near the shuttle pick-up area.) A sidewalk has been incorporated into the southern landscaped seating area helping to create a more formalized building entry. Two raised curb and landscaped areas have also been added to the eastern side of the building (center and northern corner) to help protect the building from cars and soften it with landscaping. The new seating and landscaped areas have been accommodated with shifts in striping and off-sets and an extended/shifted retaining wall in one area along Park Avenue. (412 parking spaces will continue to be provided. $8 \text{ units} \times 1.5 \text{ parking spaces} = 12 \text{ parking spaces} + 400 \text{ skier parking spaces} = 412 \text{ total spaces required/proposed.}$) Area calculations (i.e., hard surface areas, open space, and snow storage) have also been adjusted to reflect the new site layout and still meet the applicable requirements of the Development Agreement and/or Development Code. (Please refer to Sheets L101 and L103 for the calculations.) As noted above, wall surfacing details will be provided in the future for review.

Storage areas for oversize items (i.e., kayaks/bikes) are already included in the building but we will be glad to work with Staff to incorporate an exterior bike pad/rack somewhere on-site if the Town would like to include this location in their e-bike sharing program. We request confirmation of its inclusion in the program and information on any design requirements.

Drainage/Detention Pond

The drainage system has been reviewed by our civil engineers confirming that the system has been designed and sized appropriately for the uses to meet the Town of Breckenridge Engineering Design Standards and Construction Specifications requirements. The general drainage concept for the project includes the routing of the on-site drainage from the proposed development into two major basins where runoff will be detained to reduce runoff rates and treated to meet Town of Breckenridge water quality standards.

The southern drainage basin includes approximately half of the building and the southern portion of the parking lot. This runoff will be routed through a new detention pond located at the southeast corner of the site, and then discharge to the existing storm sewer in French Street. The north drainage basin includes half of the building and the northern portion of the parking lot. This area of the site will drain into an infiltration/detention area under the parking lot, and a surface detention pond on the north end of the parking lot. Off-site runoff primarily from the hillside west of the development site, will pass through the site. The off-site runoff and runoff from the north drainage basin will combine and discharge to the north, along the west side of State Highway 9.

Stormwater discharge rates for both the south and north drainage basins will result in peak discharge rates for the 100-year storm event at or below pre-developed conditions for the project

site discharge points. Final drainage calculations and stormwater design will continue through the development of final drainage plans and the Drainage Report for the site.

As noted during the meeting, Relative Policy 27/Drainage specifies a relatively low threshold for awarding a positive point and many projects in the past have received the one positive point (+1). (I.e., The use of xeriscaping and grass-lined swales are encouraged.) We believe the proposed detention ponds utilizing native grass seed and low level shrubs are aesthetically pleasing and meet the intent of this Policy for the positive point as many Commissioners agreed with.

Additional Plan Modifications

As mentioned earlier, our geologist has recommended that the rear retaining wall be extended higher to catch hillside debris. The wall will also serve to protect individuals on the above public open space parcel and Pence Miller Trail from potentially slipping down the hill and into the parking lot. (Tract P Shock Hill Common Area/Open Space is owned by the Town.) We are still working on the retaining walls' design and finishes and will provide you more information as soon as possible.

Although not fully designed at this time in terms of kW capacity, size, etc., a roof-top solar energy system will be installed on the building to help off-set the Imperial's REMP requirements. Development Agreement Section 8.2(f) allows the off-site mitigation via a three-step preference approach of which off-site within the Town on properties controlled by the applicant is the second preference. (The first preference is on-site solar at The Imperial.) The system will be designed to maintain efficient solar access while trying to minimize visual impacts. Roof top solar energy systems have already been installed on many public and private buildings throughout Town. Additional solar energy system design information will be provided in the future for review.

Conclusion

We believe the Commission's comments, the various Development Agreement and Master Plan requirements, and applicable Development Code Policies have been met with the proposed modifications. The livability of the units, both inside and out, has improved and the building is more attractive with the addition of the Juliet balconies. Individual bedroom livability has greatly increased with the elimination of the second interior hallways. The bedrooms and bathrooms are bigger and provide more privacy than previously proposed. Two exterior seating/rest areas have been added near the north and south ends of the building containing a picnic table/bench, trash cans, and landscaping and additional landscaping have been added to the front of the building.

The project still contains 48 bedrooms of employee housing arranged in eight (8), six-plex dorm-style units in a single building along with 400 winter recreational visitor parking spaces. (412 total parking spaces.) We believe all relevant Development Code Absolute Policies have been complied with and the project still passes the applicable Relative Policies with an overall score of three positive points (+3). We understand one negative point (-1) is assessed under Relative Policy

6/Building Height for exceeding the recommended 50' ridgeline length and we believe one positive point (+1) should be assigned to the project under Relative Policy 15/ Refuse and Recycling for incorporating the dumpster/recycling areas into the garage, one positive point (+1) under Relative Policy 18/Parking Section A.3 for the joint parking lot, one positive point (+1) under Relative Policy 18/Parking Section A.4 for the common driveway, and one positive point (+1) under Relative Policy 27/Drainage for proposing aesthetically pleasing landscaped detention ponds. We believe all of these points are warranted based on the language of the Development Code and past precedent.

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

Regards,

Graham Frank
Chief Development Officer

NORTH GONDOLA LOT & GOLD RUSH LOTS

MASTER PLAN AMENDMENT

May 28th, 2024

PROJECT DIRECTORY

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

REGIONAL CONTEXT MAP



PROJECT LOCATION MAP



SHEET INDEX

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

Drawing: UA2019026 Breckenridge Gondola Lot 405 C.D. S. 1000' Master Plan 03 Existing Conditions
Last Saved: April 25, 2024 9:58:29 AM by Zeph
Last Plotted: 5/28/2024 11:28:15 AM
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NORTH GONDOLA LOT & GOLD RUSH LOTS
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

DRAWN BY: DTJ
CHECKED BY: ZE/BC
PROJECT NO.: 2019026
ISSUE DATE: 04/26/2024
REVISIONS:

Planning & Zoning Review 04/26/2024
Planning & Zoning Review 05/28/2024

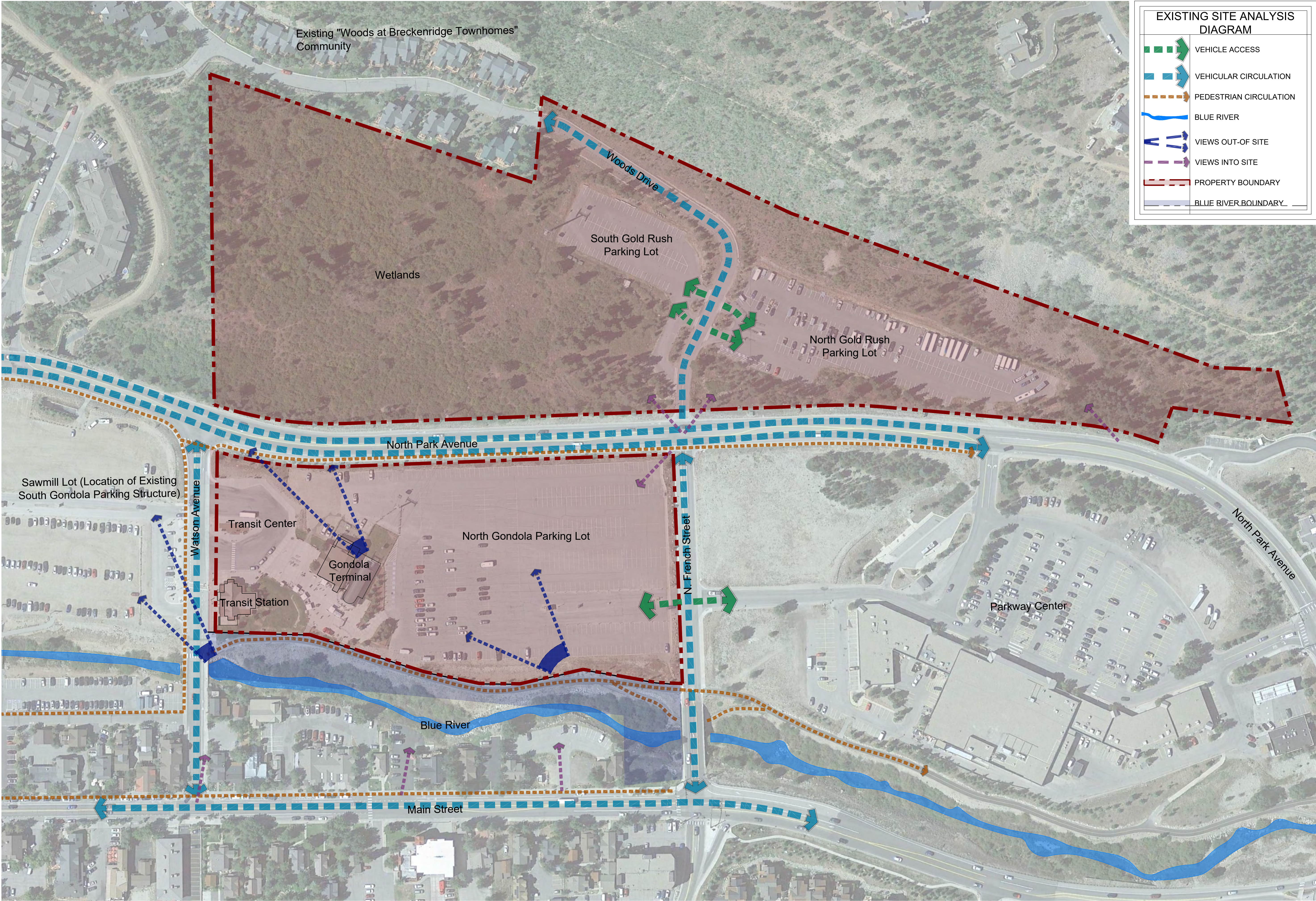
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EXISTING SITE
FEATURES

SHEET NUMBER:

SHEET 02

Drawing: U:\2019026\Breckenridge-Gondola Lot\Dev05 CAD\Sheets\01 Master Plan\04 SiteAnalysis.dwg
Last Saved: April 9, 2024 4:10:21 PM by Alrnero
Last Plotted: 5/28/2024 11:28:18 AM
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EXISTING SITE ANALYSIS
DIAGRAM

VEHICLE ACCESS

VEHICULAR CIRCULATION

NORTH GONDOLA LOT & GOLD RUSH LOTS

MASTER PLAN AMENDMENT

BRECKENRIDGE, CO 80424

PEAK 8 PROPERTIES

DRAWN BY:	DTJ
CHECKED BY:	ZE/BC
PROJECT NO.:	2019026
ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	04/26/2024
Planning & Zoning Review	05/28/2024
SHEET TITLE:	
SITE ANALYSIS	
SHEET NUMBER:	
SHEET 03	

MASTER PLAN

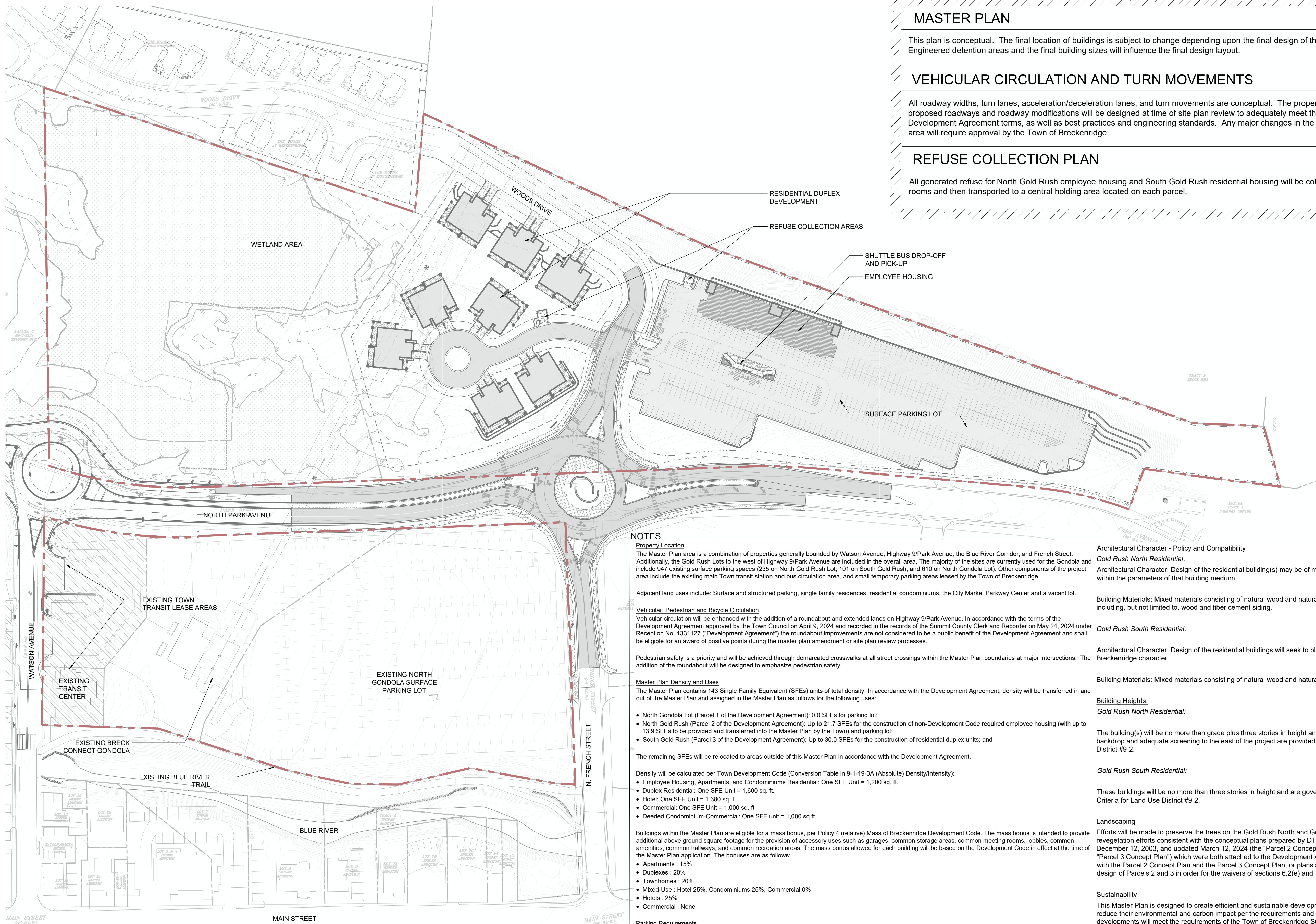
This plan is conceptual. The final location of buildings is subject to change depending upon the final design of the structures and outdoor spaces. Engineered detention areas and the final building sizes will influence the final design layout.

VEHICULAR CIRCULATION AND TURN MOVEMENTS

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

REFUSE COLLECTION PLAN

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



NOTES

Property Location

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

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

Vehicular, Pedestrian and Bicycle Circulation

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

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

Master Plan Density and Uses

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

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

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

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

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

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

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

Parking Requirements

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

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

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

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

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

Architectural Character - Policy and Compatibility

Gold Rush North Residential:

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

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

Gold Rush South Residential:

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

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

Building Heights:

Gold Rush North Residential:

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

Gold Rush South Residential:

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

Landscaping

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

Sustainability

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

Proposed Public Amenities and Open Space

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

Development Agreement Terms and Vesting

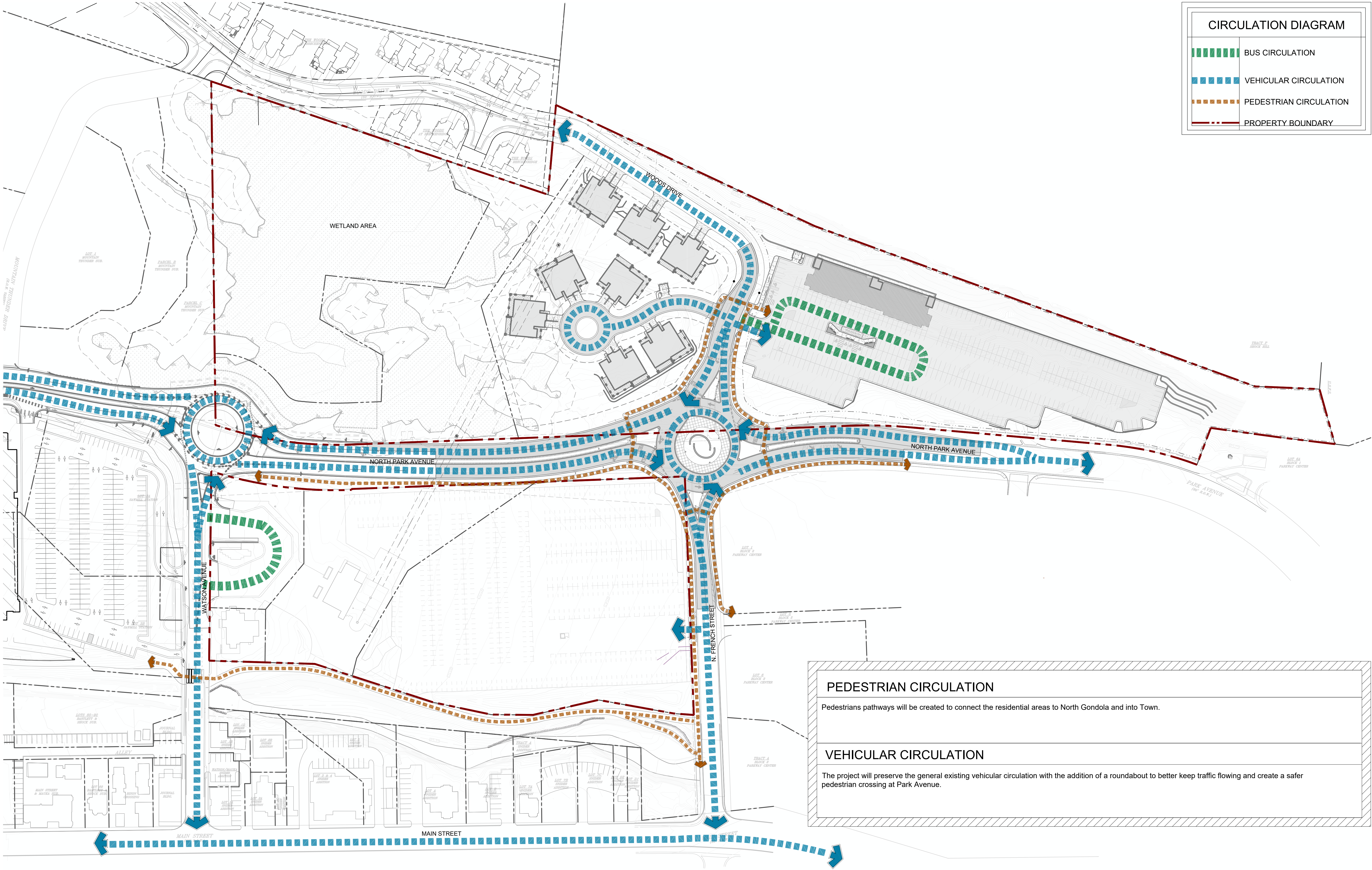
The terms, conditions, and provisions of this Master Plan, as modified by this amendment, are subject the Development Agreement and the extended vesting property rights provided for in the Development Agreement. The Development Agreement specifically established a vesting period of five years for this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

Amendment

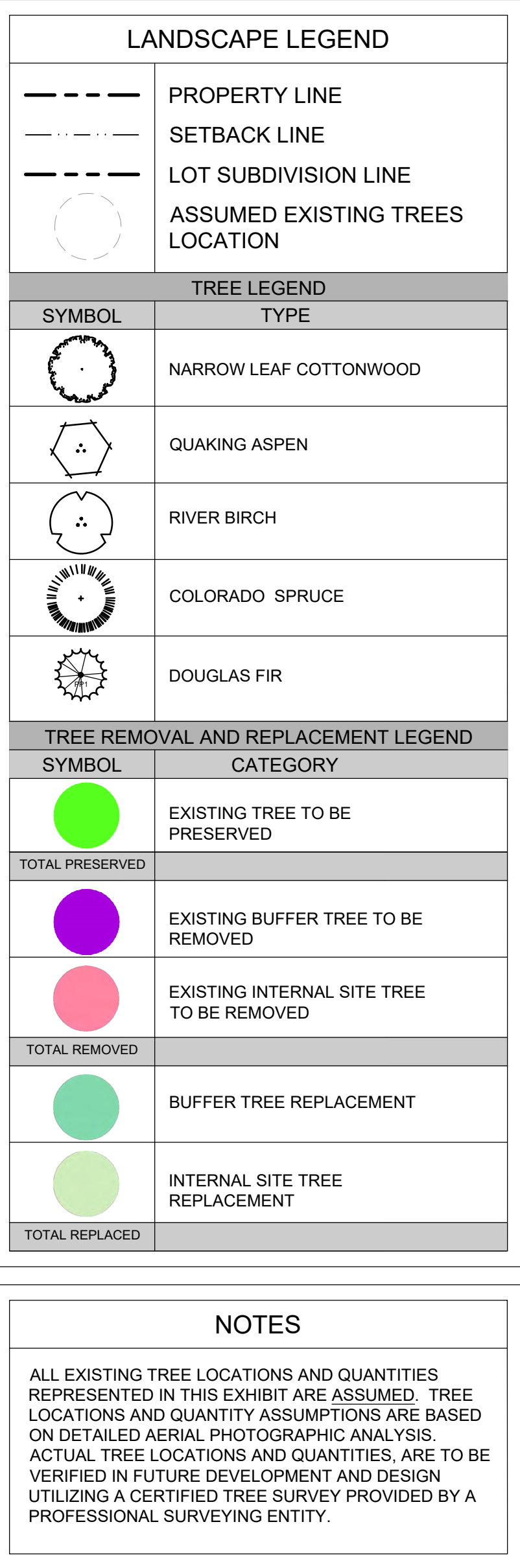
This First Amendment to the Master Plan is approved by Development Permit PL-2024-0118.



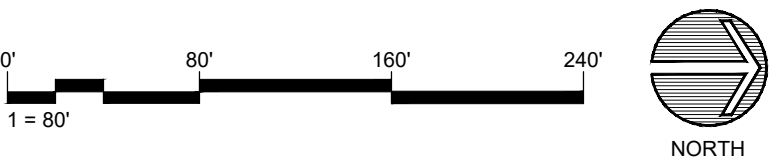
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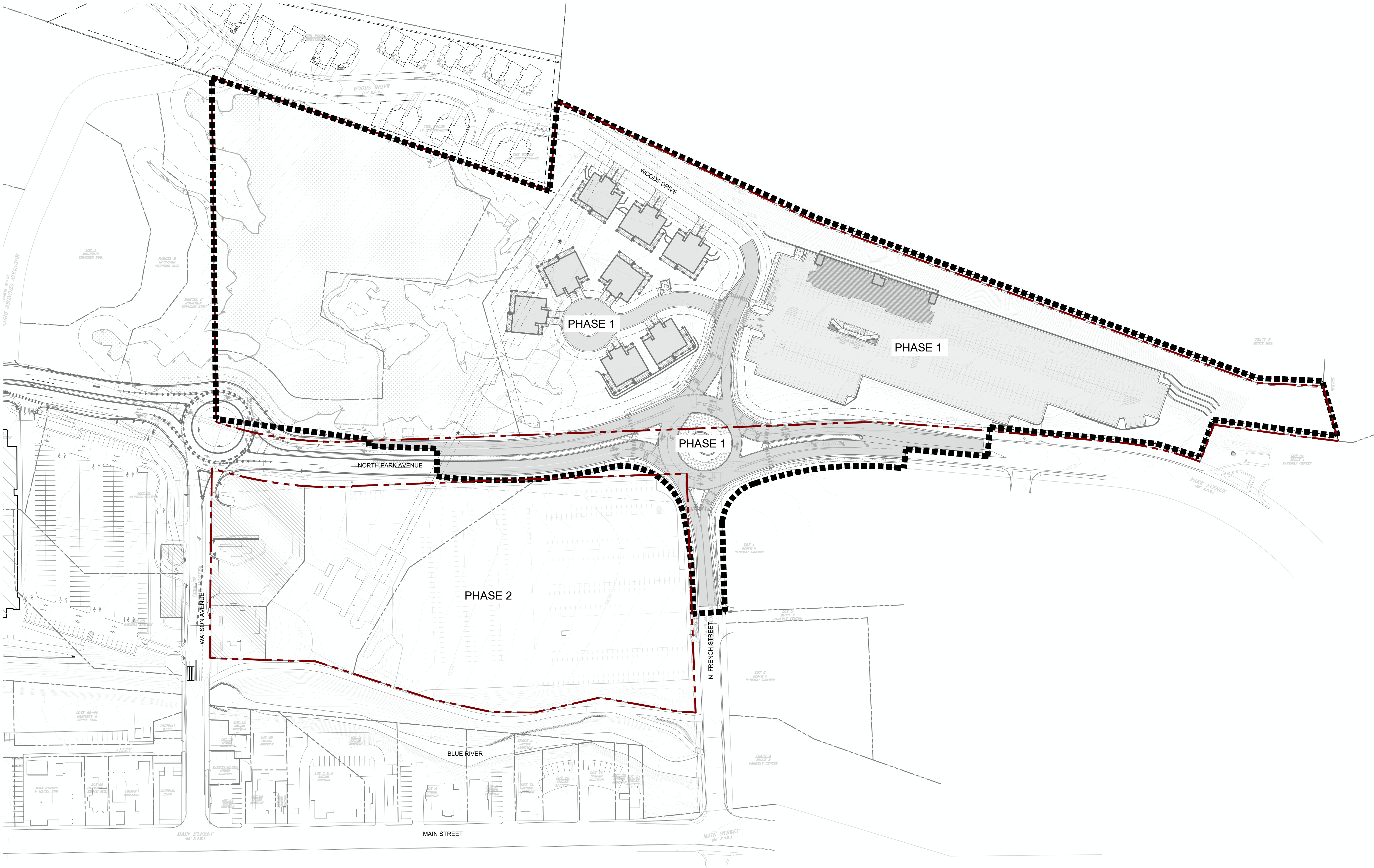
NORTH GONDOLA LOT & GOLD RUSH LOTS
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES



***PROPOSED CONCEPTUAL LANDSCAPE
BUFFER DIAGRAM**



Drawing: UA201902&Breckenridge-Gondola Lot Dev05 CAD\$heets01 Master Plan07 PhasingPlan.dwg
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NORTH GONDOLA LOT & GOLD RUSH LOTS
MASTER PLAN AMENDMENT
BRECKENRIDGE, CO 80424
PEAK 8 PROPERTIES

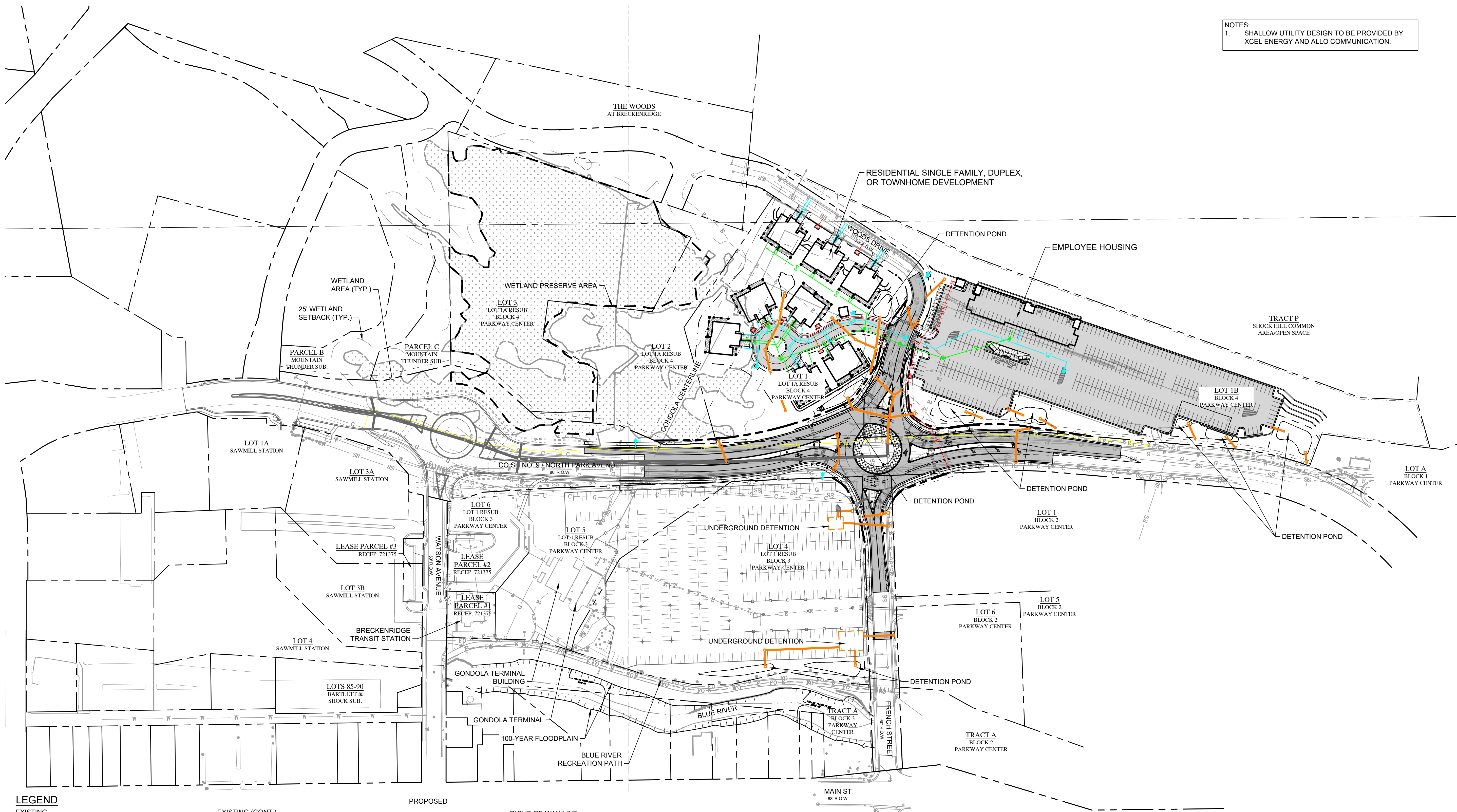
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CHECKED BY:	ZE/BC
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ISSUE DATE:	04/26/2024
REVISIONS:	
Planning & Zoning Review	04/26/2024
Planning & Zoning Review	05/28/2024

SHEET TITLE:

PHASING PLAN

SHEET NUMBER:

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Last Plotted: 4/24/2024 4:31:29 PM
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NOTES:
1. SHALLOW UTILITY DESIGN TO BE PROVIDED BY XCEL ENERGY AND ALLO COMMUNICATION.

LEGEND

EXISTING

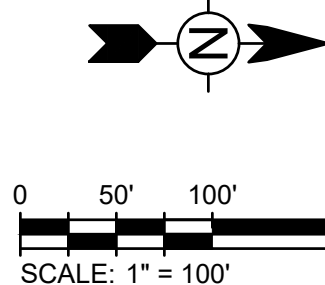
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- STORM SEWER STRUCTURE
- ELECTRIC LINE
- COMMUNICATION LINE
- GAS LINE
- LIGHT POLE
- ELECTRIC TRANSFORMER
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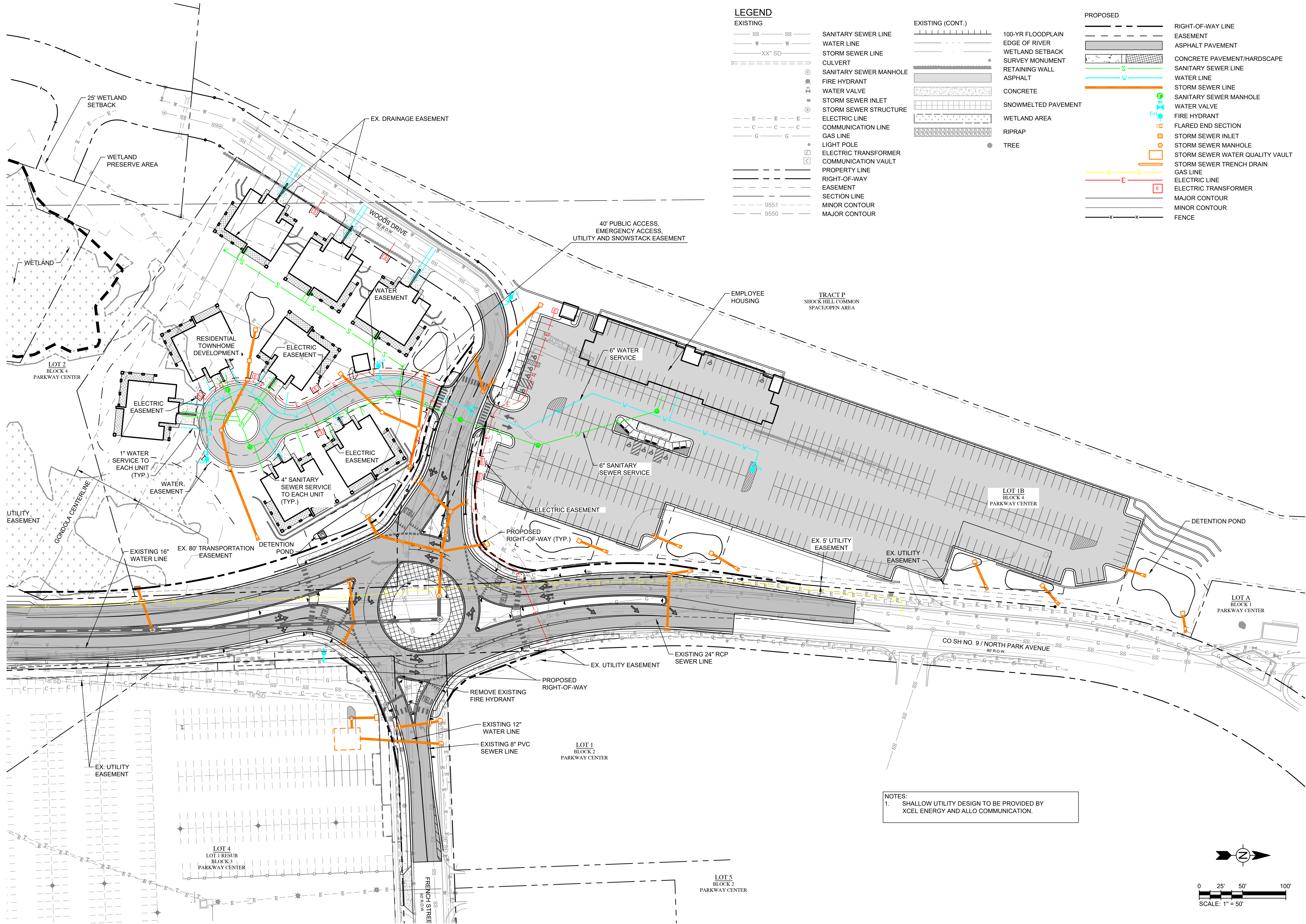
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- WETLAND AREA
- RIPRAP
- TREE

PROPOSED

- RIGHT-OF-WAY LINE
- EASEMENT
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT/HARDSCAPE
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- STORM SEWER LINE
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- WATER VALVE
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- MINOR CONTOUR
- FENCE



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1331127

Taryn Power - Summit County Recorder

"Attachment A":

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

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE 1 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

1.5 Landowner Cooperation and Consent.

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

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

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

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

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

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

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

ARTICLE 2 COMMITMENTS (PUBLIC BENEFITS)

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

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

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

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

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

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

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

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

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

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

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

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

2.7 Cucumber Gulch Improvements.

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

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

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

ARTICLE 3 GONDOLA LOT MASTER PLAN AMENDMENT

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

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

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

(a) Parcel 1: 0.0 SFEs

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

(c) Parcel 3: Up to 30.0 SFEs.

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

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

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

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

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

ARTICLE 4 PEAK 7 & 8 MASTER PLAN AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Parcel 5; and

(b) Parcel 6.

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

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

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

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

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

ARTICLE 5

PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 PARCEL 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 PARCEL 3

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8

PARCEL 4

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

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

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

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

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

(d) Building Height

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9

PARCEL 5

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

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

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

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

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

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

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

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

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

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

ARTICLE 10

PARCEL 6

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11

PARCEL 7

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

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

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

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

ARTICLE 12 VESTED PROPERTY RIGHTS

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

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

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

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

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

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

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

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

ARTICLE 13 DEFAULT AND REMEDIES

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

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

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

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

13.2 Remedies.

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

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

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

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

ARTICLE 14 RESPONSIBILITIES OF THE TOWN

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

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

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

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

ARTICLE 15 MANDATORY PROVISIONS

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

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

15.2 Successors and Assigns; Binding Effect; Recording.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 MISCELLANEOUS

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

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

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

If to the Town:

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

With a required copy to:

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

If to Gondola Properties:

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

With a required copy to:

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

If to BGV Entrada:

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

With a required copy to:

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

If to VSRI:

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

If to LC Breckenridge:

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

With required copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

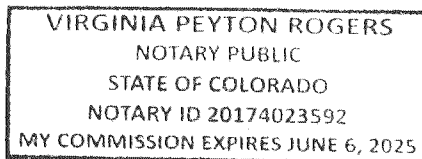
By:


Shannon Haynes, Manager

STATE OF Colorado

COUNTY OF Summit

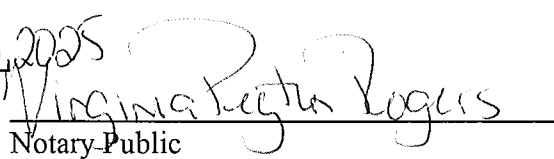
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) SS:
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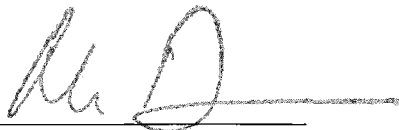
The foregoing instrument was acknowledged before me this 23rd day of May, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: June 6, 2025


Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

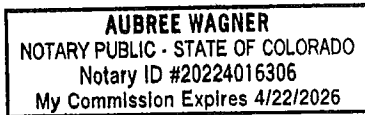
By: 
Michael A. Dudick, Member

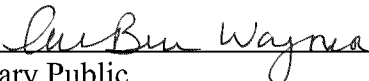
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

GONDOLA PROPERTIES, LLC,
a Colorado limited liability company

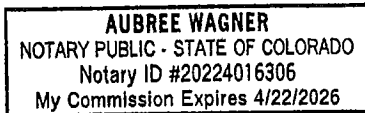
By: 
Michael A. Dudick, Member

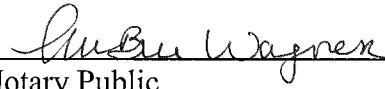
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

LC BRECKENRIDGE HOLDCO, LLC
a Colorado limited liability company

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

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

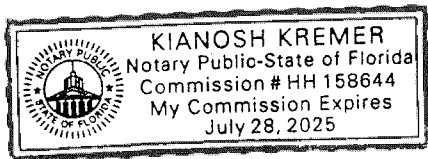
The foregoing instrument was acknowledged before me this 22 day of May, 2024, by Jordan Suppan as Authorized Signatory of the LC BRECKENRIDGE HOLDCO, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: July 28, 2025

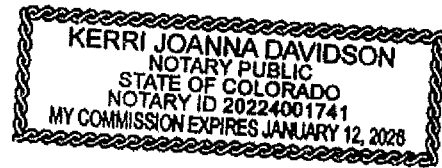
[Signature]

Notary Public



VAIL SUMMIT RESORTS, INC.
a Colorado corporation

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



STATE OF CO)
COUNTY OF Denver) ss:

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

Witness my hand and official seal.

My commission expires: 1/12/26

[Signature]
Notary Public

Signature Page to Development Agreement

Exhibit 1
[Parcel 1 Legal Description]

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

Exhibit 2
[Parcel 2 Legal Description]

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

Exhibit 3
[Parcel 3 Legal Description]

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

Exhibit 4
[Parcel 4 Legal Description]

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

Exhibit 5
[Parcel 5 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

Exhibit 6
[Parcel 6 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

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

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

Exhibit 7
[Parcel 7 Legal Description]

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

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
_____, Town Manager

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[INSERT]

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

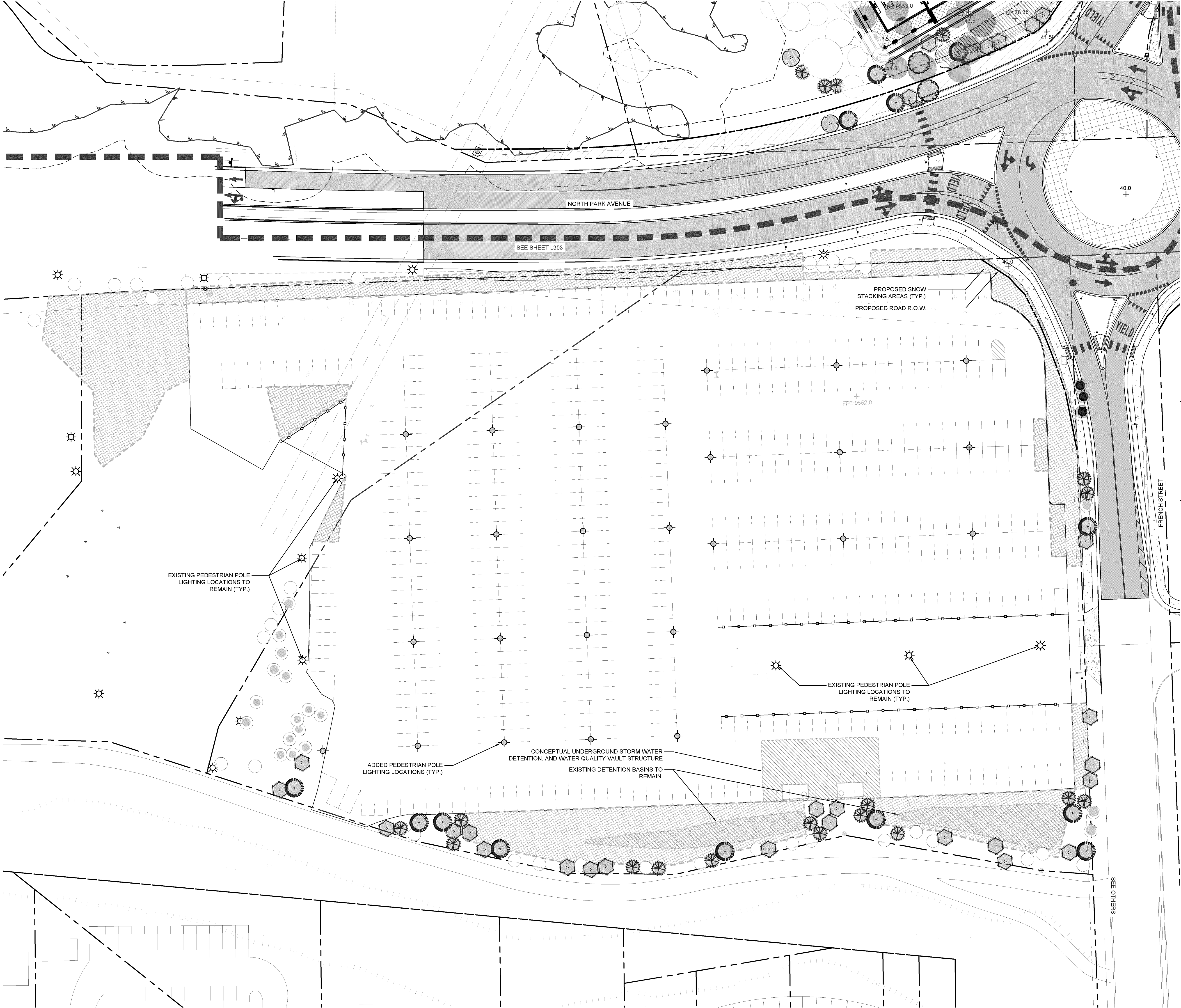
Legal Description of the Sending Parcel

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

Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]

Drawing: UA2019024 Breckenridge Gondola Lot Dev05 CAD Sheets 000 Exhibits+Coordination 04 GRS+CSRN+NGU_PlantingPlan_Exhibits.dwg
Last Saved: March 15, 2024 11:37:29 AM by Zearhart
Last Plotted 3/15/2024 11:41:57 AM
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LANDSCAPE LEGEND

PROPERTY LINE

SETBACK LINE

LOT SUBDIVISION LINE

ASSUMED EXISTING TREES LOCATION

TREE LEGEND

SYMBOL

TYPE

NARROW LEAF COTTONWOOD

QUAKING ASPEN

RIVER BIRCH

COLORADO SPRUCE

DOUGLAS FIR

TREE REMOVAL AND REPLACEMENT LEGEND

SYMBOL

CATEGORY

EXISTING TREE TO BE PRESERVED

EXISTING TREE TO BE REMOVED

TREE REPLACEMENT/ADDED

TOTAL PRESERVED

TOTAL REMOVED

TOTAL REPLACE/ADD

NOTES

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

dtj

DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

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NORTH GONDOLA LOT & GOLD RUSH LOTS

355 N. PARK AVE. BRECKENRIDGE, CO

NOT FOR CONSTRUCTION

DRAWN BY: ZE/TJ

CHECKED BY: DTJ

PROJECT NO.: 2019026

ISSUE DATE: 03/15/2024

REVISIONS:

SHEET TITLE:

NORTH GONDOLA LOT SITE+PLANTING PLAN

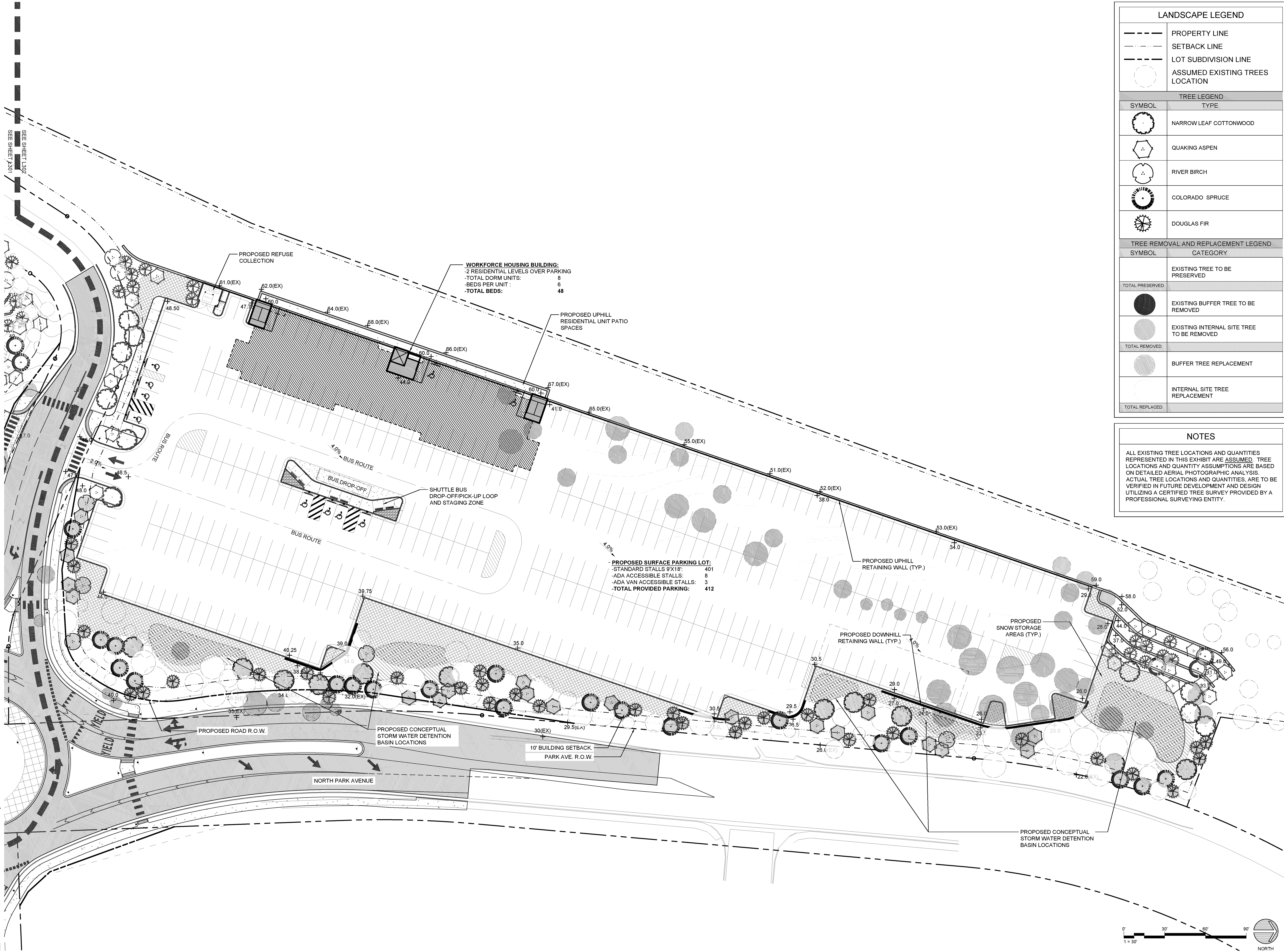
SHEET NUMBER:

L303

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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.	



Drawing: UA2019026 Breckenridge Gondola Lot Dev05 CAD Sheets000 Exhibits+Coordination04 GRS+CRN+NGU_PlantingPlan_Exhibits.dwg
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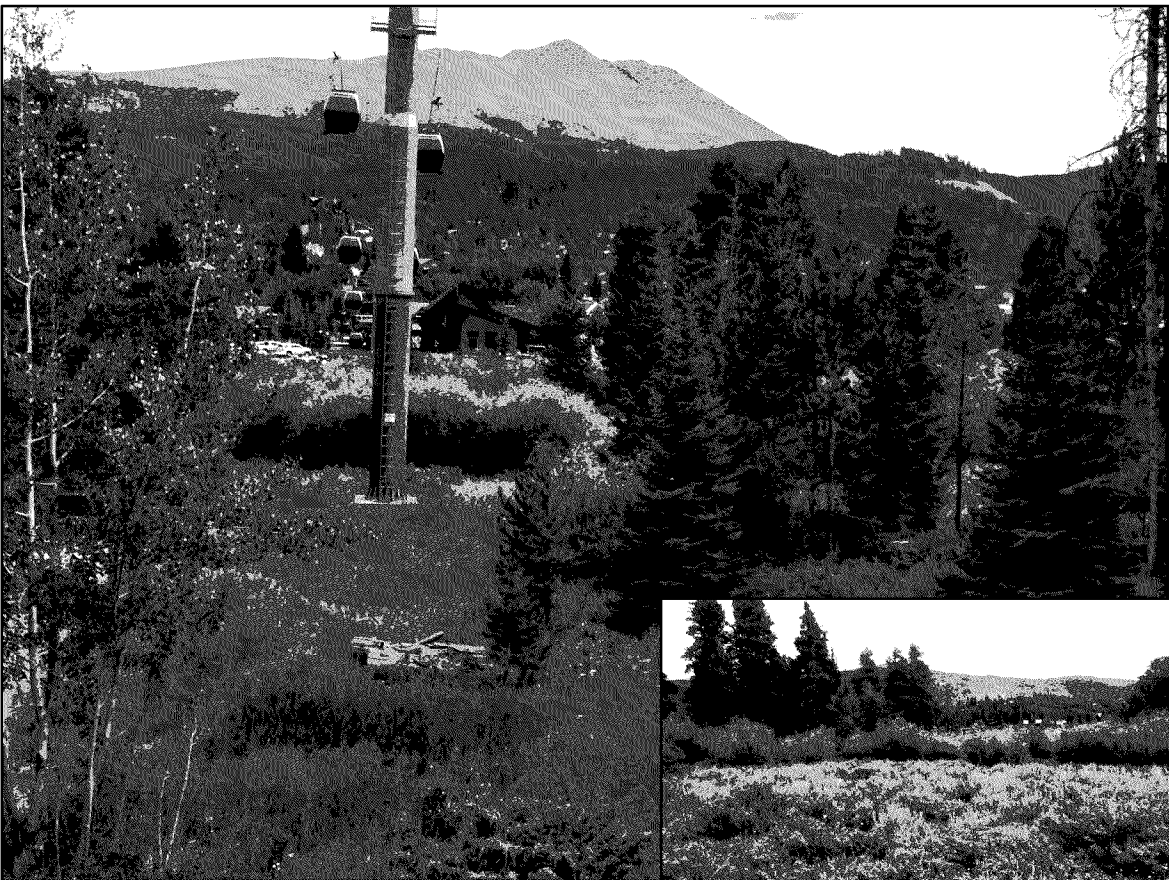
Exhibit 11
[Wetlands Report]

Alpine Ecological Resources, LLC

Gold Rush Lots Wetland Technical Report

Breckenridge, Colorado

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



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

Gold Rush Lots

Wetland Technical Report

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Appendices

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Appendix B – Site Photographs

Appendix C – Site Plan and Wetland Disturbance

Abbreviations and Acronyms

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

Gold Rush Lots

Wetland Technical Report

1.0 Introduction

1.1 Purpose of This Report

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

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

1.2 Project Description

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

Gold Rush Lots

Wetland Technical Report

2.0 Site Description

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

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

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

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

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

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

Gold Rush Lots

Wetland Technical Report

3.0 Methods

3.1 Literature Review

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

3.2 Field Data Collection

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

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

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

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

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

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

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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.

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Wetland Technical Report

4.0 Wetlands

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

4.1 Vegetation

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

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

4.2 Hydrology

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

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

4.3 Soils

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

Gold Rush Lots

Wetland Technical Report

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

4.4 Wetland Functional Condition

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

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

Gold Rush Lots

Wetland Technical Report

5.0 Other Water Features

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

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

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

Gold Rush Lots

Wetland Technical Report

6.0 Proposed Impacts

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

Table 1: Permanent Wetland Impacts

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

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

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

Gold Rush Lots

Wetland Technical Report

7.0 Proposed Mitigation

7.1 Wetland Mitigation

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

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

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

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

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

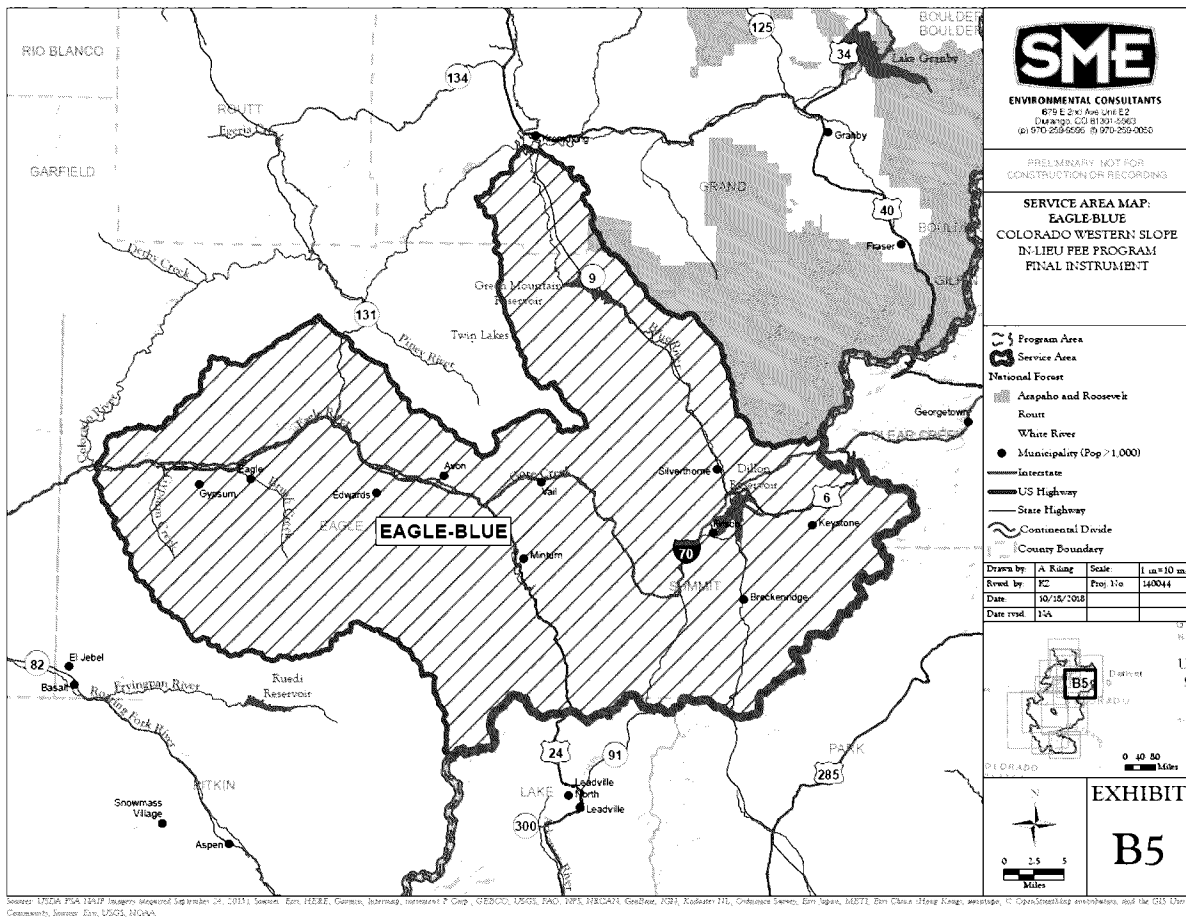
7.2 Wetland Setback Mitigation

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

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

Gold Rush Lots

Wetland Technical Report

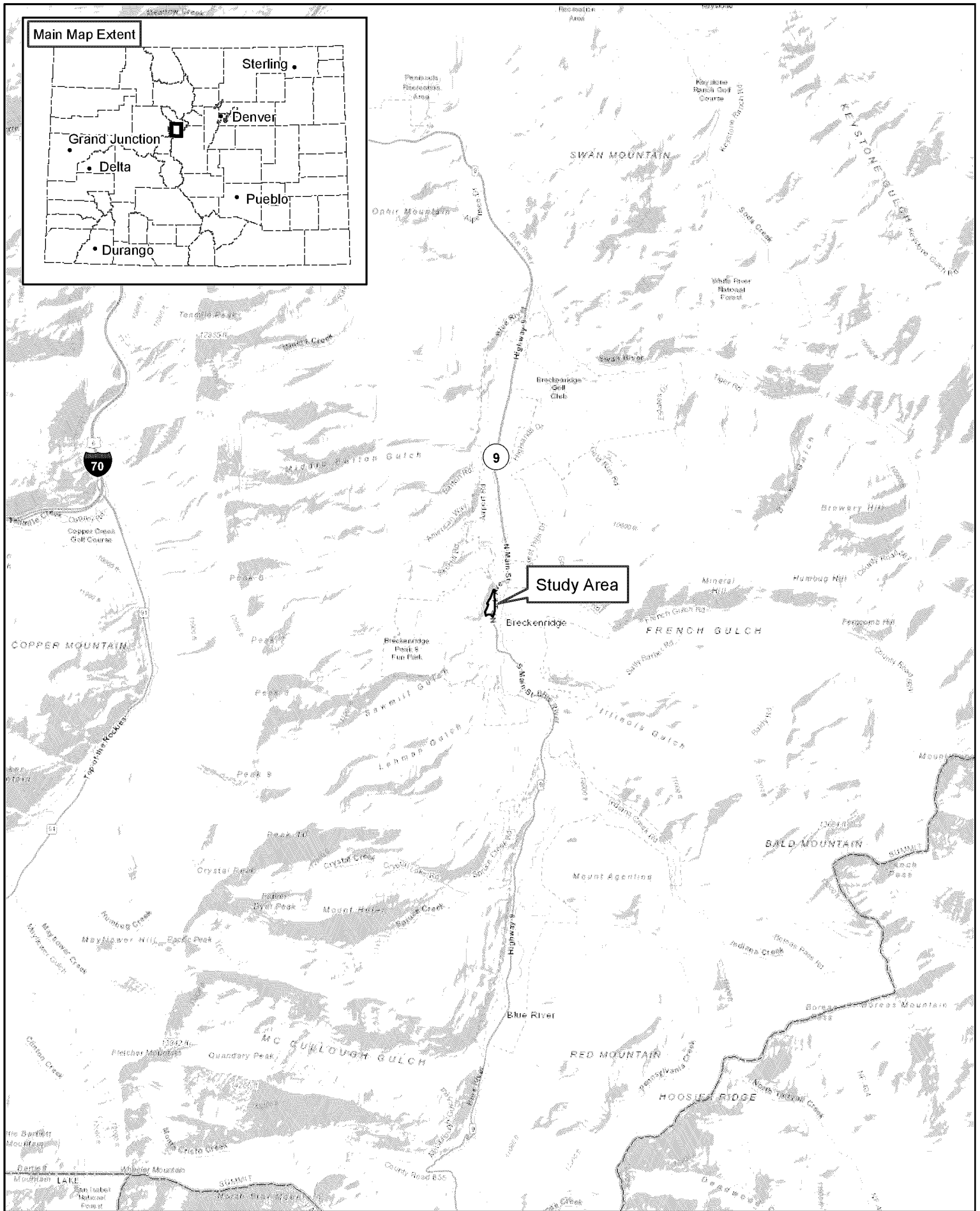


Gold Rush Lots

Wetland Technical Report

8.0 Literature Cited

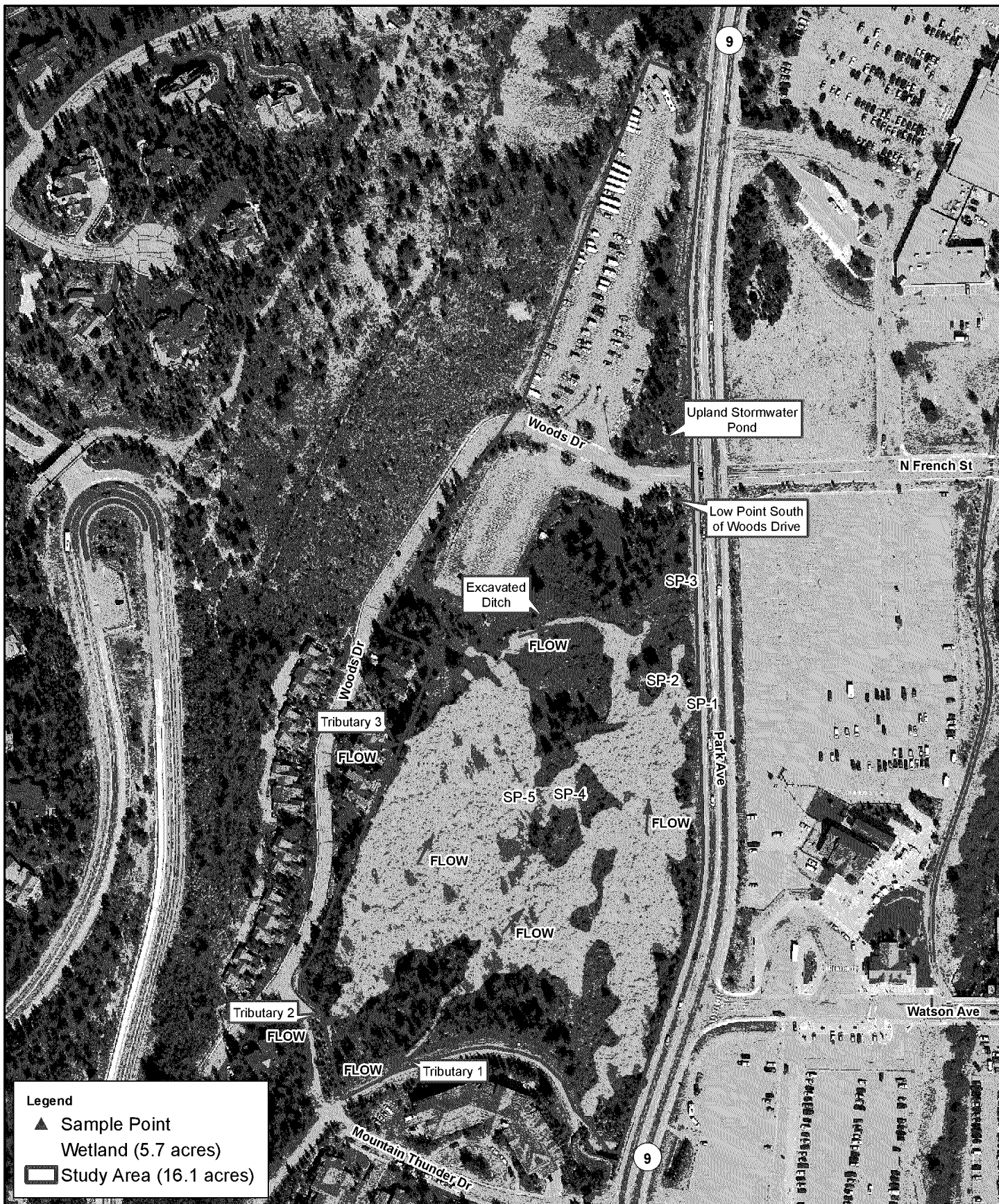
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Gold Rush Parking Lot

Figure 1
Site Location Map

07/19/2021



08/13/2020

Gold Rush Parking Lot

Figure 2
Wetlands and Other
Water Features

Appendix A

Wetland Determination Data Forms

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

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

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

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

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
1.																					
2.																					
3.																					
4.																					
=Total Cover																					
Sapling/Shrub Stratum	(Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: left;">Multiply by:</th> </tr> <tr> <td>OBL species <u>10</u></td> <td>x 1 = <u>10</u></td> </tr> <tr> <td>FACW species <u>30</u></td> <td>x 2 = <u>60</u></td> </tr> <tr> <td>FAC species <u>45</u></td> <td>x 3 = <u>135</u></td> </tr> <tr> <td>FACU species <u>5</u></td> <td>x 4 = <u>20</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>90</u> (A)</td> <td><u>225</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.50</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>10</u>	x 1 = <u>10</u>	FACW species <u>30</u>	x 2 = <u>60</u>	FAC species <u>45</u>	x 3 = <u>135</u>	FACU species <u>5</u>	x 4 = <u>20</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>90</u> (A)	<u>225</u> (B)	Prevalence Index = B/A = <u>2.50</u>	
Total % Cover of:	Multiply by:																				
OBL species <u>10</u>	x 1 = <u>10</u>																				
FACW species <u>30</u>	x 2 = <u>60</u>																				
FAC species <u>45</u>	x 3 = <u>135</u>																				
FACU species <u>5</u>	x 4 = <u>20</u>																				
UPL species <u>0</u>	x 5 = <u>0</u>																				
Column Totals: <u>90</u> (A)	<u>225</u> (B)																				
Prevalence Index = B/A = <u>2.50</u>																					
1.	<u>Salix drummondiana</u>	<u>10</u>	<u>Yes</u>	<u>FACW</u>																	
2.	<u>Salix monticola</u>	<u>10</u>	<u>Yes</u>	<u>OBL</u>																	
3.																					
4.																					
5.																					
<u>20</u> =Total Cover																					
Herb Stratum	(Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 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.																
1.	<u>Mertensia ciliata</u>	<u>20</u>	<u>Yes</u>	<u>FACW</u>																	
2.	<u>Agrostis gigantea</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
3.	<u>Poa pratensis</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
4.	<u>Elymus trachycaulus</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
5.	<u>Taraxacum officinale</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
6.																					
7.																					
8.																					
9.																					
10.																					
11.																					
<u>70</u> =Total Cover																					
Woody Vine Stratum	(Plot size: <u>1x3 meter</u>)																				
1.																					
2.																					
=Total Cover																					
% Bare Ground in Herb Stratum <u>25</u>																					

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

SOIL

Sampling Point: SP1

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

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

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

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

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

Remarks:
All layers dry

HYDROLOGY

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

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

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

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

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

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)
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Project/Site: <u>Gold Rush Lots</u>	City/County: <u>Breckenridge/Summit</u>	Sampling Date: <u>8/17/16</u>
Applicant/Owner: <u>Breckenridge Grand Vacations</u>	State: <u>CO</u>	Sampling Point: <u>SP3</u>
Investigator(s): <u>Andy Herb</u>	Section, Township, Range: <u>S31, T7S, R77W</u>	
Landform (hillside, terrace, etc.): <u>Slope</u>	Local relief (concave, convex, none): <u>concave</u>	Slope (%): <u>1 to 2</u>
Subregion (LRR): <u>LRR E, MLRA 48A</u>	Lat: <u>39.486486</u>	Long: <u>-106.048944</u>
Datum: <u>WGS84</u>		
Soil Map Unit Name: <u>Grenadier gravelly loam, 0 to 6 percent slopes</u>	NW1 classification: <u>PSS</u>	
Are climatic / hydrologic conditions on the site typical for this time of year? Yes <u>X</u> No <u> </u> (If no, explain in Remarks.)		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No <u> </u>		
Are Vegetation <u> </u> , Soil <u> </u> , or Hydrology <u> </u> naturally problematic? (If needed, explain any answers in Remarks.)		

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

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

VEGETATION – Use scientific names of plants.

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

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

SOIL

Sampling Point: SP3

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

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

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

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

HYDROLOGY

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

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

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

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

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

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

Hydrophytic vegetation present?	<u>Y</u>	Is the sampled area within a wetland?	<u>N</u>
Hydric soil present?	<u>N</u>		
Indicators of wetland hydrology present	<u>N</u>		

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

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

VEGETATION - Use scientific names of plants

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

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

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across all Strata: 9 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 55.56% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	<u>5</u> x 1 =	<u>5</u>
FACW species	<u>20</u> x 2 =	<u>40</u>
FAC species	<u>40</u> x 3 =	<u>120</u>
FACU species	<u>67</u> x 4 =	<u>268</u>
UPL species	<u>0</u> x 5 =	<u>0</u>
Column totals	<u>132</u> (A)	<u>433</u> (B)

Prevalence Index = B/A = 3.28

Hydrophytic Vegetation Indicators:

Rapid test for hydrophytic vegetation

☒ Dominance test is >50%

☐ Prevalence index is ≤3.0*

☐ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)

☐ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? Y

Remarks:

Edge of open meadow area; possibly relic wetland area

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

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

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

Hydric Soil Indicators:
Indicators for Problematic Hydric Soils:

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

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

Restrictive Layer (if observed):

Type: _____

Hydric soil present? Y

Depth (inches): _____

Recent gopher activity, soil dry

Remarks:

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

Secondary Indicators (minimum of two required)

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

Field Observations:

Surface water present?	Yes ☐	No ☒	Depth (inches): _____
Water table present?	Yes ☐	No ☒	Depth (inches): _____
Saturation present?	Yes ☐	No ☒	Depth (inches): _____

 (includes capillary fringe)

Indicators of wetland hydrology present? N

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

None

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

Remarks:

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

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

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

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

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID: <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				
		<u>0</u> =	Total Cover	
Sapling/Shrub Stratum	Plot Size (15' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Salix geyeriana</u>	<u>40</u>	<u>Y</u>	<u>FACW</u>
2				
3				
4				
5				
		<u>30</u> =	Total Cover	
Herb Stratum	Plot Size (5' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Carex aquatilis</u>	<u>65</u>	<u>Y</u>	<u>OBL</u>
2	<u>Geum macrophyllum</u>	<u>15</u>	<u>N</u>	<u>FAC</u>
3	<u>Equisetum arvense</u>	<u>10</u>	<u>N</u>	<u>FAC</u>
4	<u>Poa palustris</u>	<u>5</u>	<u>N</u>	<u>FAC</u>
5	<u>Phleum pratense</u>	<u>2</u>	<u>N</u>	<u>FAC</u>
6				
7				
8				
9				
10				
11				
		<u>97</u> =	Total Cover	
Woody Vine Stratum	Plot Size (N/A)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>N/A</u>			
2				
		<u>0</u> =	Total Cover	

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

Remarks:

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

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

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

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

Hydric Soil Indicators:
Indicators for Problematic Hydric Soils:

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

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

Restrictive Layer (if observed):

Type: _____

Hydric soil present? Y

Depth (inches): _____

Remarks: All layers saturated

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

Secondary Indicators (minimum of two required)

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

Field Observations:

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

(includes capillary fringe)

Indicators of wetland hydrology present? Y

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

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

Appendix B

Site Photographs



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



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



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



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



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



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



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



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



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

Appendix C

Site Plan and Wetland Disturbance



NORTH GONDOLA LOT & GOLD RUSH LOTS

355 N. PARK AVE. BRECKENRIDGE, CO

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

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DESIGN
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PLANNING
LANDSCAPE ARCHITECTURE

NOT FOR
CONSTRUCTION

DRAWN BY: ZET/J
CHECKED BY: DTJ
PROJECT NO.: 2019026
ISSUE DATE: 10/20/2023
REVISIONS:

SHEET TITLE:

GOLD RUSH
SOUTH SITE
PLAN

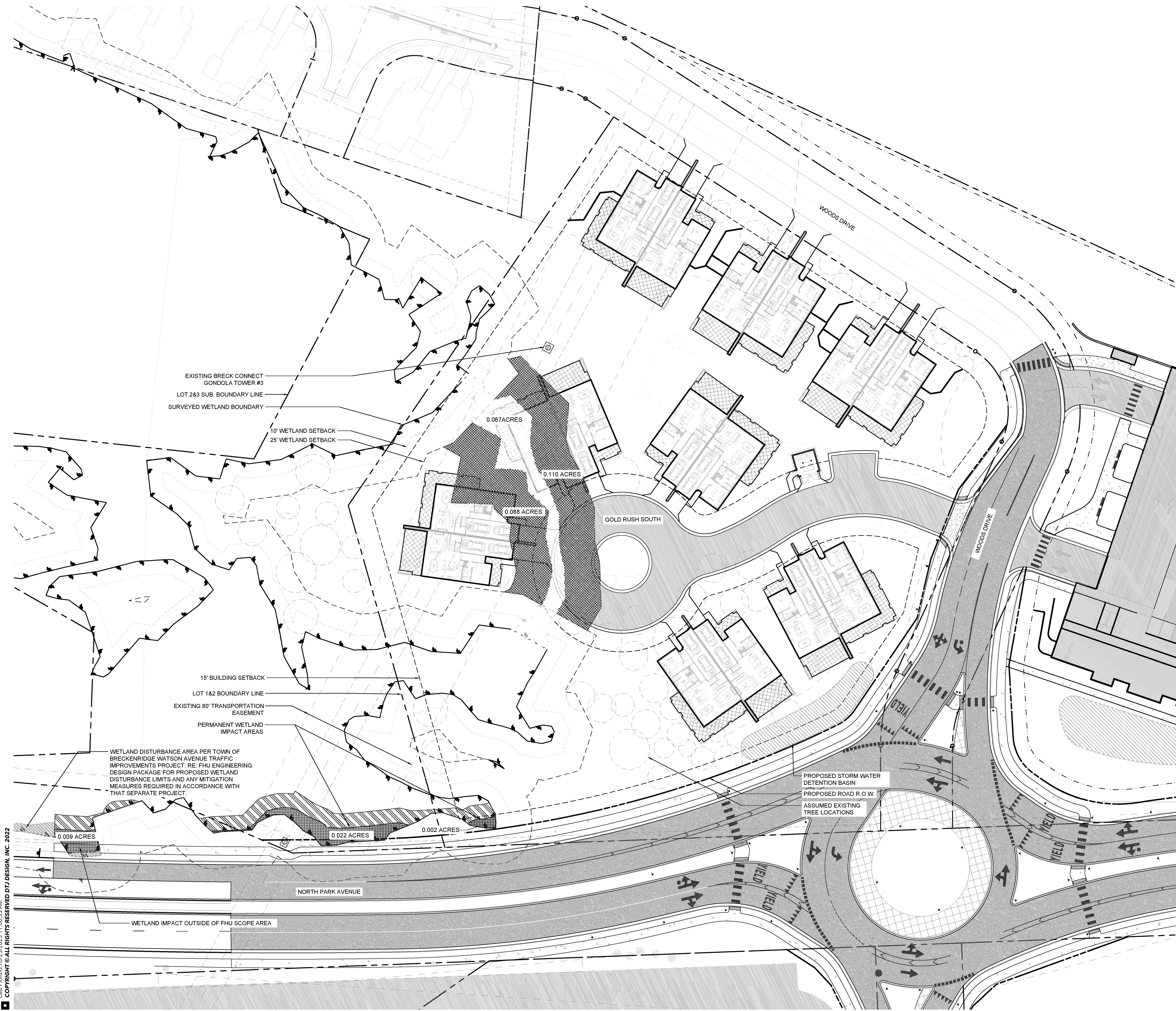
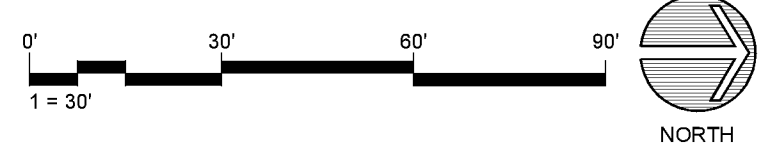
SHEET NUMBER:

L201



NOTE:

1. EXEMPTED WETLAND, AND 25' WETLAND BUFFER AREAS, HAVE BEEN DETERMINED BY BRECKENRIDGE TOWN ENGINEERING DEPARTMENT BASED ON ANALYSIS REPORT PROVIDED BY WETLAND/ENVIRONMENTAL CONSULTANT DURING THE MASTER PLAN REVIEW PROCESS. THE AGGREGATE OF THESE AREAS ARE NOW EXEMPT FROM WETLAND DISTURBANCE CLASSIFICATION FOR DEVELOPMENT REVIEW, BASED ON THESE DETERMINATIONS. THESE AREAS ARE SHOWN FOR CONTEXTUAL REFERENCE ONLY.
2. AREAS CALCULATED ARE BASED ON PROPOSED AND EXISTING PLATTED LOT BOUNDARIES.
3. FINAL DISTURBANCE ZONES TO BE DETERMINED IN FINAL DEVELOPMENT PLAN SUBMITTAL WHEN DETAILED GRADING DESIGN PLANS ARE FINALIZED, AND DISTURBANCE AREAS ARE FURTHER DEFINED.



Drawing: U:\2019026 Breckenridge-Gondola Lot Dev\05 CAD\Sheets\00 Exhibits+Coordination\06_GRS_SiteDiagrams-Wetland Dist.dwg
Last Saved: October 25, 2023 10:57:50 AM by Zearhart
Last Plotted 10/25/2023 11:00:33 AM
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Town Project Staff Report

Subject: Kingdom Park Pavilion and Skate Park Expansion
(Town Project Hearing – PL-2025-0001)

Proposal: An application to add an additional 12,500 square feet of area to the existing skate park in its present location for a total of 31,500 square feet of skateable area. The skatepark addition will include a new layout and features. The Kingdom Park Pavilion project scope includes renovating the space between the two baseball fields from the recreation path to the east, to the parking lot to the west. The renovation involves demolishing the existing restroom and pavilion structure, regrading the site to meet ADA requirements, rebuilding a restroom, adding a shade structure, installing batting cages, improving viewing locations, and creating a safer vehicular entry to the parking lot by demolishing the entry island and making a designated drop-off zone.

Date: January 16, 2025 (For meeting of January 21, 2014)

Project Manager: Chris Kulick, AICP – Planning Manager

Applicant: Town of Breckenridge – Kendra Hane, Senior Engineer and Jane Horton, Outdoor Programs Coordinator

Owner: Town of Breckenridge

Address: 880 Airport Road

Legal Description: Unsubdivided (Acres 29.010 Mining Claim(s) cont 29.0100 acres MAGNUM BONUM MS# 3139 LEASE BRECK REC CENTER FRENCH GULCH MS# 2589 FRENCH GULCH MS# 2589 FRENCH GULCH MS#2589 TR 6-77 Sec 30 Qtr 3 MAGNUM BONUM MS#3139 Improvement Only SEE 6500659, 6510141 FOR IMPS TR 6-77 Sec 30 Qtr 3 SEE 4008496 FOR LAND TR 6-77 Sec 30 Qtr 3 Mining Claim(s) cont 29.010 acres POSSESSORY INTEREST TOWN OF BRECK MAGNUM BONUM MS# 3139)

Land Use District: 3: Recreation (Intensity of Use and Structural Type by Special Review)

Site Area: Total Site Area of Kingdom Park: 29.01 acres (1,263,675.6 square feet)

Site Conditions: The skate park is located on a portion of Kingdom Park; north of the Recreation Center, south of the grass sports field, and southeast of the outdoor tennis courts. Paved asphalt paths are south, east and west of the park site. The existing skate park is relatively flat and concrete. The 6,000 square foot area of addition is currently a flat grassy area.

Adjacent Uses: North: Police Station, Valley Brook Road, South: Residential
East: Blue River, Highway 9 West: Mobile Home Park, Airport Road

Height:	Recommended:	26'
	Proposed:	15' 7"
Setbacks:	Suggested:	
	Front:	15 ft.
	Sides:	5 ft.
	Rear:	15 ft.
	Proposed:	
	Front (south):	>100 ft.
	Side (west):	>100 ft.
	Side (east):	>100 ft.
	Rear (north):	>100 ft.



Existing Skate Park

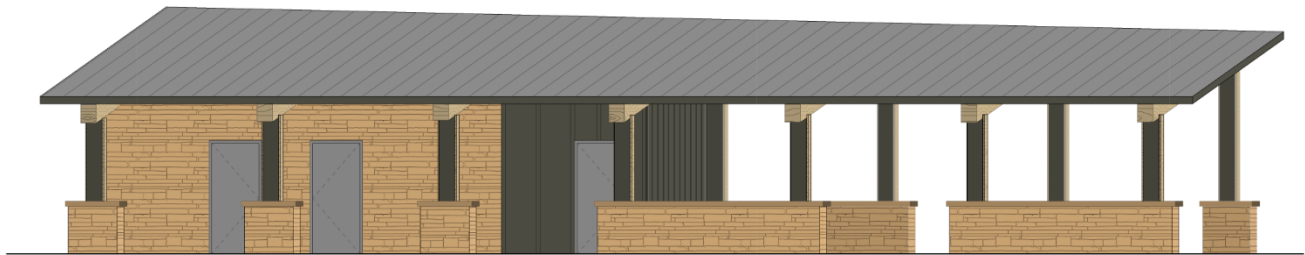
Staff Comments

Land Use (Policies 2/A & 2/R): The proposed pavilion renovation and skate park addition are consistent with the existing recreational character of Kingdom Park and recreational uses allowed in LUD 3. This is an existing use and we do not find that this use is in conflict with any existing or desired uses for this recreational area. Staff has no concerns with the continued and expanded use.

Site and Environmental Design (7/R): The majority of the areas are currently developed park space. The area proposed for the skateboard park expansion is a flat grassy area north of the existing park, just south of the turf field. The new pavilion is proposed near the existing pavilion slated for removal, which is in the concrete plaza between the two ballfields. Both of the proposed project areas are buffered with physical

distance and mature landscaping from the adjacent roadways, Airport Road, Valley Brook Road and Highway 9.

Architectural Compatibility (5/A & 5/R): The pavilion and restroom building walls feature Masonville Buff stone veneer (same as the River Park Pavilion) and bronze painted cementitious board and batten siding. Naturally stained timbers accent the building. A non-reflective standing seam roof rounds out the building materials. Since the pavilion features natural stone and wood accents, cementitious siding can be used without the assignment of negative points. Staff has no concerns with the pavilion's proposed architecture.



Proposed Pavilion Rendering

Placement of Structures (9/A & 9R): Setbacks for recreational structures are not addressed in the code. The proposed pavilion and batting cages are more than 100 feet from any property line. This is a sufficient distance and staff has no concerns with the locations of the proposed structures.

Building Height (6/A & 6/R): The height of the pavilion structure is 15' -7" which is under the recommended height of 26' in the LUD. The roof ridge is 72' long. Buildings are encouraged to provide broken, interesting roof forms that step down at the edges. Since long, unbroken ridgelines, fifty feet (50') or longer are discouraged, the proposal warrants negative one point (-1) by Code.

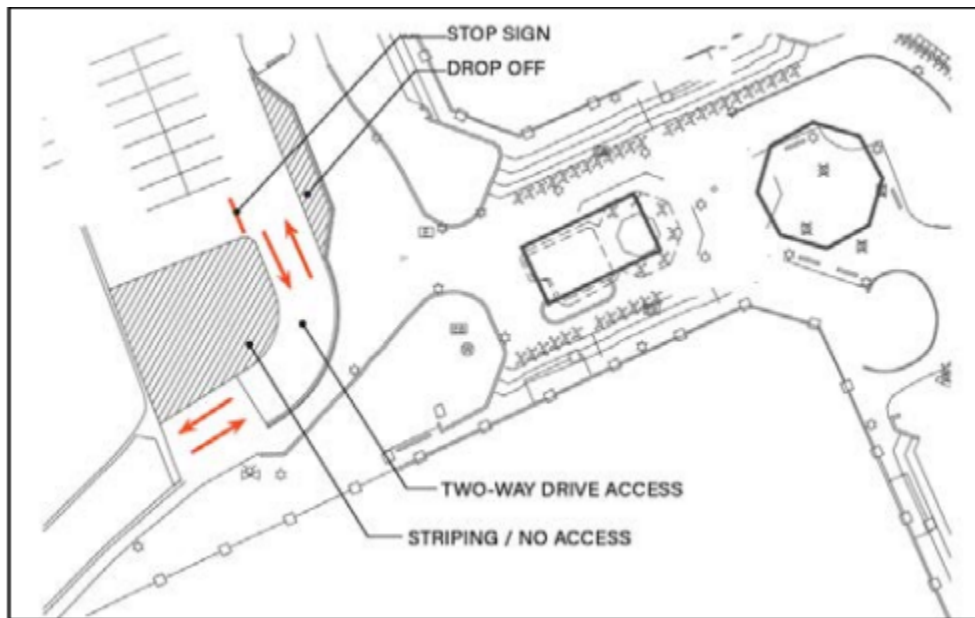
Density (3/A & 3/R): The interior density is approximately 500 square feet. Per the Joint Upper Blue Master Plan (language below), there is an exemption for creating additional density for community facilities. As this park and restrooms are public, no density transfer is required.

Policy/Action 4. Additional density should not be created anywhere within the Basin, whether through upzonings, annexations or some other mechanism. An exception is for community facilities and institutional uses and those identified in the Affordable Workforce Housing section.

Drainage (27/A & 27/R): There should be no major drainage impact with the renovations and small additional expansion. The Engineering Department will ensure that drainage is mitigated on site.

Access / Circulation (16/A & 16/R; 17/A & 17/R): The pavilion portion of the project seeks to provide improved connections to the ballfields and amenities from both the Blue River Recreation Path and Rec Center parking lot with a new pathway, signage, and widening of the entry points into the plaza space. Connectivity through the site is improved by a new multi-use paved path (12 feet wide) from the Blue River Recreation Path to the Recreation Center parking lot. The new path reduces the grade and eliminates the current steps which will provide ADA compliance and access to the restrooms, pavilion shade structure and through the site.

Vehicular circulation at the south end of the recreation center parking is also improved with this proposal. The existing splitter-island configuration of the south parking lot entrance is problematic for both vehicles circulating the lot and pedestrians accessing the ballfields. Removal of the landscaped splitter island is proposed with this project to reduce driver confusion and increase safety for both vehicles and pedestrians.



Revised Vehicular Circulation Diagram

Multiple asphalt pedestrian pathways exist around the east, west and south sides of the skatepark site providing access from the Recreation Path, Recreation Center, parking lot, and Airport Road sidewalk.

Past Precedent for +3 points:

1. CMC Student Housing, PL-2022-0064, Install new sidewalk that connects existing Denison Placer apartments and new CMC housing to main CMC campus.
2. East Peak 8 Hotel and Cucumber Gulch Preserve Preventative Maintenance Area (PMA) Variance, PL-2018-0576: Provided a public access easement.
3. Village Hotel Exterior Remodel, PL-2018-0482: Provided a public pedestrian access easement.
4. Lincoln Grill, PL-2017-0030: Provided a mid-block access easement.
5. Huron Landing, PL-2015-0498: Provided a section of a public rec path.
6. Fifth Amendment to the Amended Peak 7 & 8 Master Plan, PC#2013006: Provided a sidewalk along Ski Hill Road.
7. Pinewood Village II, PL-2014-0170: Provided a sidewalk connection along Airport Road.

Based on past precedent for providing a public access connections and above average internal circulation, staff recommends positive three (+3) points under Policy 16/R for the new ADA connection between the Recreation Path and the Recreation Center Parking Lot, and the improved vehicular circulation on the south end of Kingdom Park. Does the Commission agree?

Parking (18/A & 18/R): Ample parking is available in the existing Recreation Center parking lot.

Recreation (20/R): This policy encourages public recreation amenities. The entire purpose of this project is to improve community recreational assets. The 12,500 sq. ft. addition to the skateboard park increases

the park's size by 40% and is designed mainly for beginner skaters. The addition will complement the existing park's more advanced features. The new pavilion, restrooms, batting cages and accessibility features improve the recreational experience around the ball fields.

Past Precedent

1. River Park, PL-2018-0012, Provides more active recreation space for residents that live nearby. Positive three (+3) points were awarded.
2. Pilon Residence, PL-2017-101, Dedicated a public trail easement. Positive three (+3) points were awarded.
3. Denison Placer Phase 1, PL-2017-014, Provided a new section of 10' asphalt recreation path. Positive three (+3) points were awarded.
4. Recreation Center Expansion/Remodel and new Indoor Tennis Building, PL-2017-0004, The proposal is a sizable public recreational project. Positive six (+6) points were awarded.
5. Kingdom Park Playground, PL-2016-050, Constructed a new playground at the Recreation Center. Positive three (+3) points were awarded.
6. Grand Colorado at Peak 8 – East Building, PL-2015-0215, The rink will be open to the public and guests at no charge from 11 am to 7 pm everyday of the BSR ski season (no summer operation). Skates will be rented for minimal charge. Parking is not included for this use. The idea is that this is an amenity for the ski area not a destination like the Town's Ice Rink. Positive six (+6) points were awarded.
7. Skateboard Park Renovation and Addition, PL-2014-0037, Public park - active recreation provided. Positive three (+3) points were awarded.

This project helps meet the needs of the community by providing more active recreation space and programming for people of all ages and abilities. Staff recommends the allocation of positive three (+3) points for this project. This is consistent with established precedent. Does the Commission agree?

Landscaping (22/A & 22/R): No new landscaping is proposed within the site. However, there is mature landscaping surrounding the project areas and throughout Kingdom Park. Staff has no concerns.

Snow Removal and Storage (13/R): The skateboard park and pavilion plaza are not plowed or cleared of snow in the winter. The revised vehicular entrance configuration does not alter the amount of hard surface compared to what is existing, which does not require any additional snow storage. Staff has no concerns.

Fences (47/A): Fences are prohibited outside of the conservation district except in specific applications. The code gives an exception to fences around ball fields, tennis courts, swimming pools, ski lifts or other outdoor recreation areas. Design standards for fencing around ball fields allow fences to use black or dark green coated chainlink fencing, steel or aluminum, or wood. The only new fencing that is proposed with this application is associated with the batting cages which will match the existing black coated chainlink fence that surrounds the perimeter of the ballfields. Staff has no concerns.

Exterior Lighting (Sec. 9-12): No new lighting is proposed. If any new lighting is proposed in the future, it will be required to meet the exterior lighting policy for recreational facilities Section 9-1-12-12(3).

Point Analysis (Section: 9-1-17-3): Staff believes that all absolute policies have been met and that the proposal warrants the following points for a total passing point analysis of positive five (+5) points.

Negative points are incurred for:

- Policy 6/R Building Height: Negative one (-1) point as the building has a continuous ridgeline greater than 50’.

Positive points are awarded for:

- Policy 20/R Recreation Facilities: Positive three (+3) points for meeting the needs of the community by providing more active recreation space and programming for people of all ages and abilities.
- Policy 16/R Internal Circulation: Positive three (+3) points for the new ADA connection between the Recreation Path and the Recreation Center Parking Lot and the improved vehicular circular on the south end of Kingdom Park.

Planning Commission Questions

1. Does the Commission support awarding positive three (+3) points under Policy 16/R for the new ADA connection between the Recreation Path and the Recreation Center Parking Lot, and the improved vehicular circular on the south end of Kingdom Park?
2. Does the Commission support the allocation of positive three (+3) points under Policy 20/R for providing more active recreation space and programming for people of all ages and abilities.
3. Does the Commission agree with the final point analysis?
4. Does Commission have any other comments for the benefit of the Town Council regarding the project?

Staff Recommendation

This is a Town Project pursuant to the ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission is asked to identify any concerns with this project, and any code issues. In addition, the Commission is asked to make a recommendation to the Town Council.

Staff suggests that the Planning Commission recommend the Town Council approve the Kingdom Park Pavilion and Skate Park Expansion with the attached Findings and Conditions, PL-2025-0001 located at 880 Airport Road.

Town Project Hearing Impact Analysis				
Project:	Kingdom Park Pavilion and Skate Park Expansion	Positive Points	+6	
PL:	PL-2025-0001			
Date:	1/21/2025	Negative Points	- 1	
Staff:	Chris Kulick, AICP, Planning Manager			
		Total Allocation:	+5	
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		Park Space is an existing and allowed use on the property
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		As this park and restrooms are public, no density transfer is required.
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
4/R	Mass	5x (-2>-20)		
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
6/A	Building Height	Complies		Recommnended 26', Proposed 15' 7"
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	- 1	Ridgeline is unbroken for greater than 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)		Complies
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	Complies		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		The skateboard park and pavilion plaza are not plowed or cleared of snow in the winter.
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)	+3	New ADA connection between the Recreation Path and the Recreation Center Parking Lot and improved vehicular circular on the south end of Kingdom Park
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies		No changes to parking required or proposed
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		

18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)	+3	This project helps meet the needs of the community by providing more active recreation space and programming for people of all ages and abilities.
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		No new landscaping proposed
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)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Primary Structures - Historic Preservation/Restoration - Benefit	+1/3/6/9/12		
24/R	Social Community - Secondary Structures - Historic Preservation/Restoration - Benefit	+1/2/3		
24/R	Social Community - Moving Primary Structures	-3/10/15		
24/R	Social Community - Moving Secondary Structures	-3/10/15		
24/R	Social Community - Changing Orientation Primary Structures	-10		
24/R	Social Community - Changing Orientation Secondary Structures	-2		
24/R	Social Community - Returning Structures To Their Historic Location	+2 or +5		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Complies		Preliminary drainage plan approved by Engineering.
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			
	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)		
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-4/+4)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		

36/A	Temporary Structures	Complies	Fails	Fails policy; temporary structure does not replace an existing structure that is under repair or reconstruction.
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		Outside of the Conservation District, fencing at public improvement projects proposed by the Town is allowed under Policy 47/A.
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		
50/A	Wireless Communications Facilities	Complies		

TOWN OF BRECKENRIDGE

**Kingdom Park Pavilion
and Skate Park Expansion
880 Airport Road
PL-2025-0001**

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 21, 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 21, 2024. This Town Project was listed on the Town Council’s agenda for the January 21, 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 Permit application under the Town’s Development Code (Chapter 1 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.**

CONCEPTUAL SITE LAYOUT



CONCEPTUAL RESTROOM DESIGN



STANDING SEAM METAL ROOF



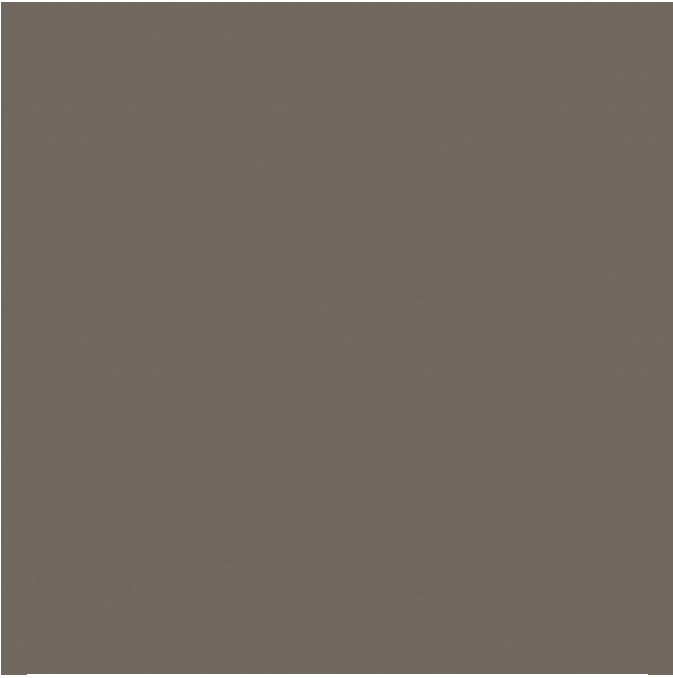
BOARD AND BATTENV
CEMENT BOARD



MASONVILLE BUFF STONE
VENEER



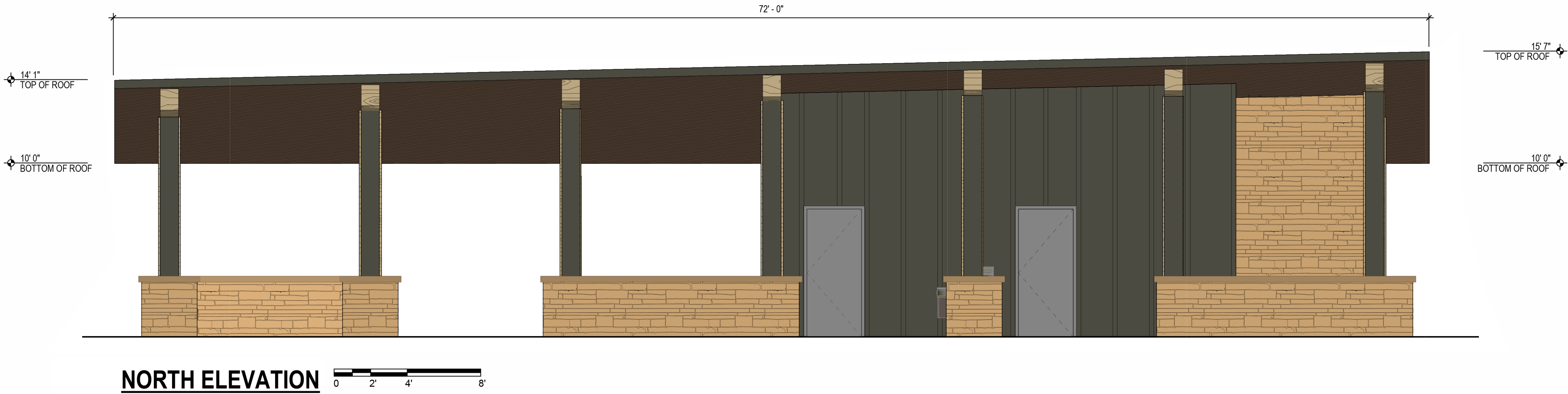
PAINTED SURFACES
URBANE BRONZE



ACCENT PAINT - CARIBOU

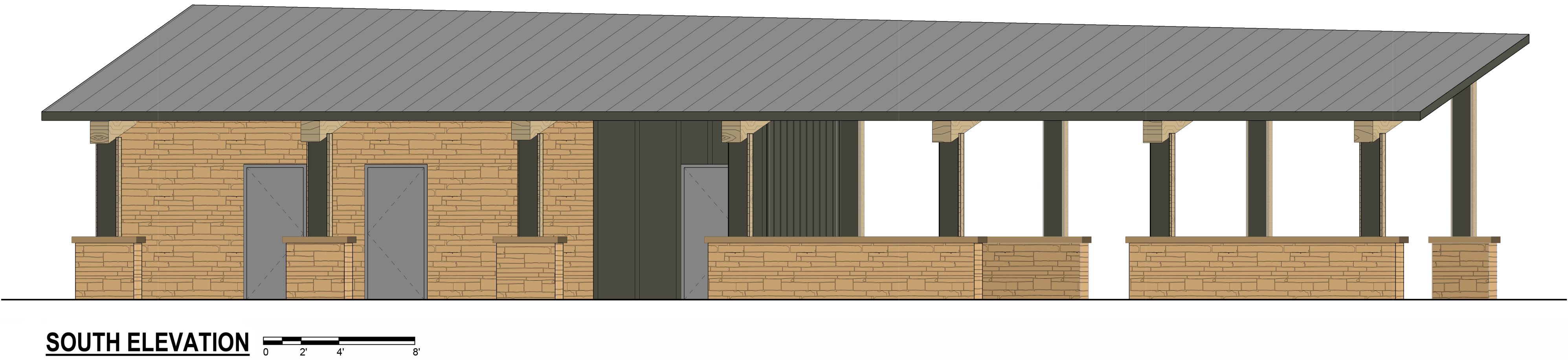


WOOD TIMBERS
SEALED



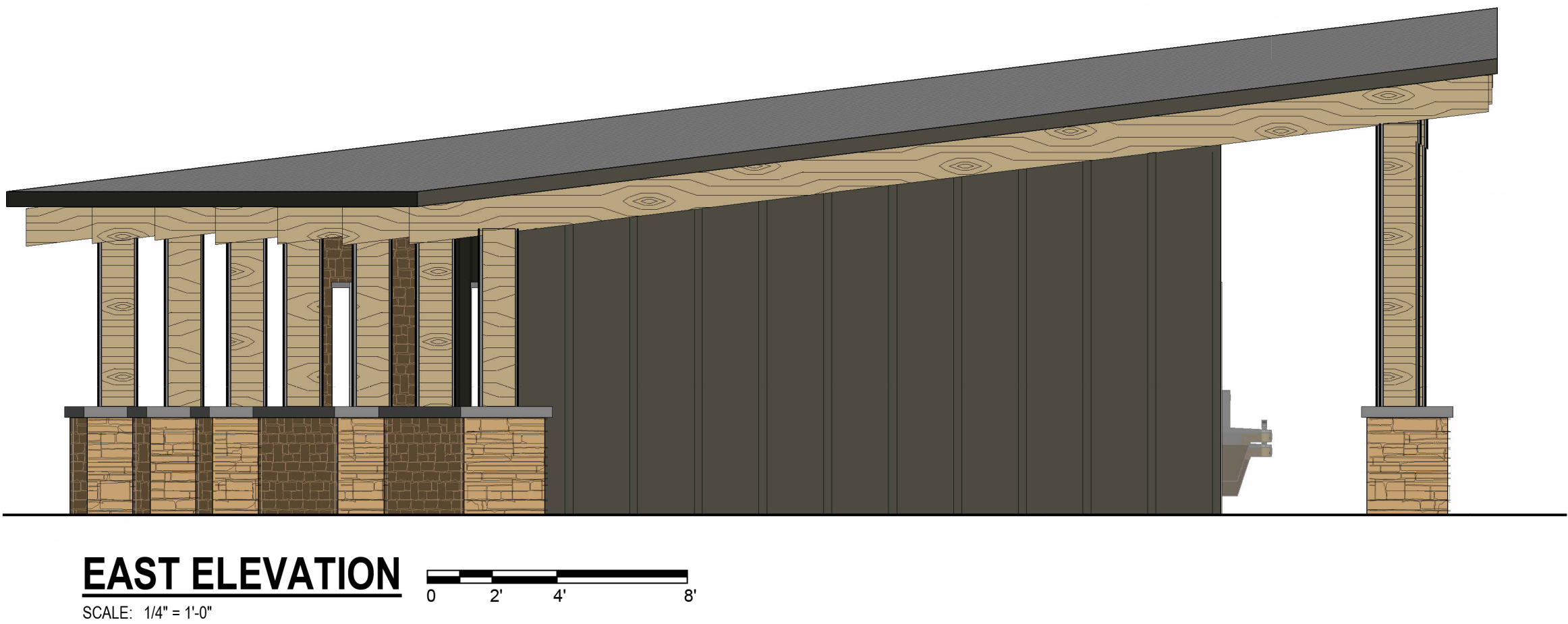
NORTH ELEVATION

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



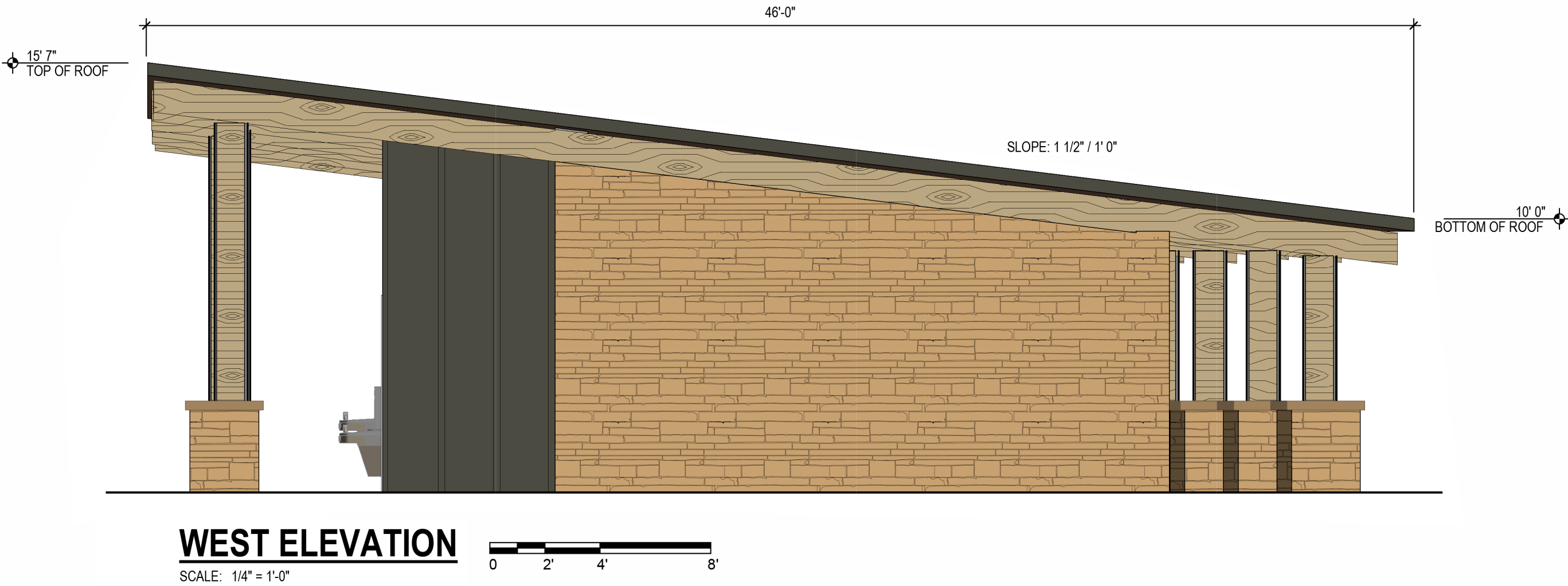
SOUTH ELEVATION

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



EAST ELEVATION

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

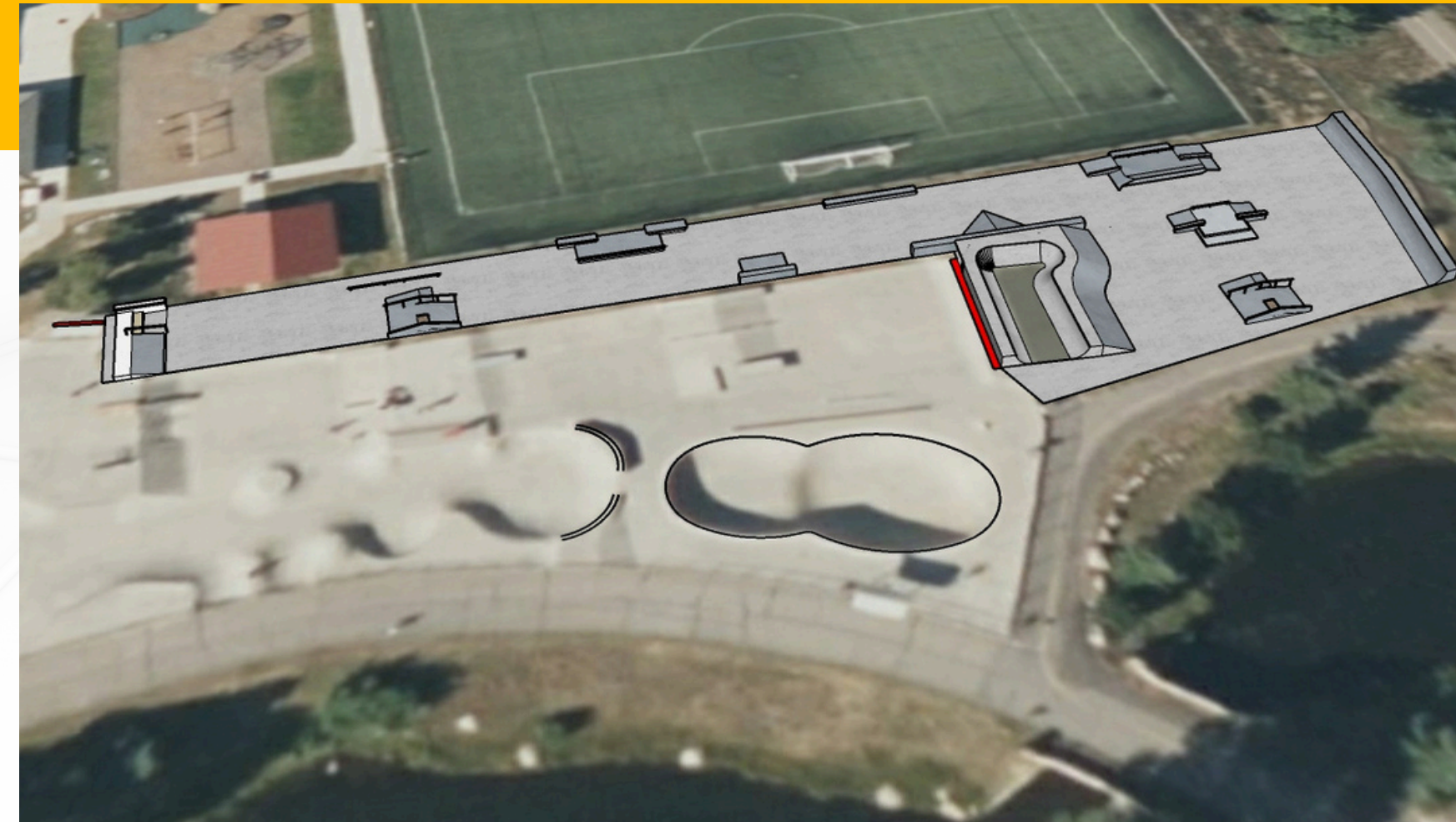


WEST ELEVATION

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

Breckenridge Skatepark Expansion

12,500 SF



Footprint and Design Renderings

