



Planning Commission Regular Meeting

Tuesday, February 4, 2025, 5:30 PM

Town Hall Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

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

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

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

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

III. CONSENT CALENDAR (5:40PM)

- A. RANKIN RESIDENCE (AB), 119 N PINE ST; PL-2025-0005

IV. COMBINED HEARINGS (5:45PM)

- A. OAXACAN BITES VENDOR CART RENEWAL (EM) 327 N MAIN ST; PL-2024-0511

V. PRELIMINARY HEARINGS (6:15PM)

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

VI. OTHER MATTERS (6:45PM)

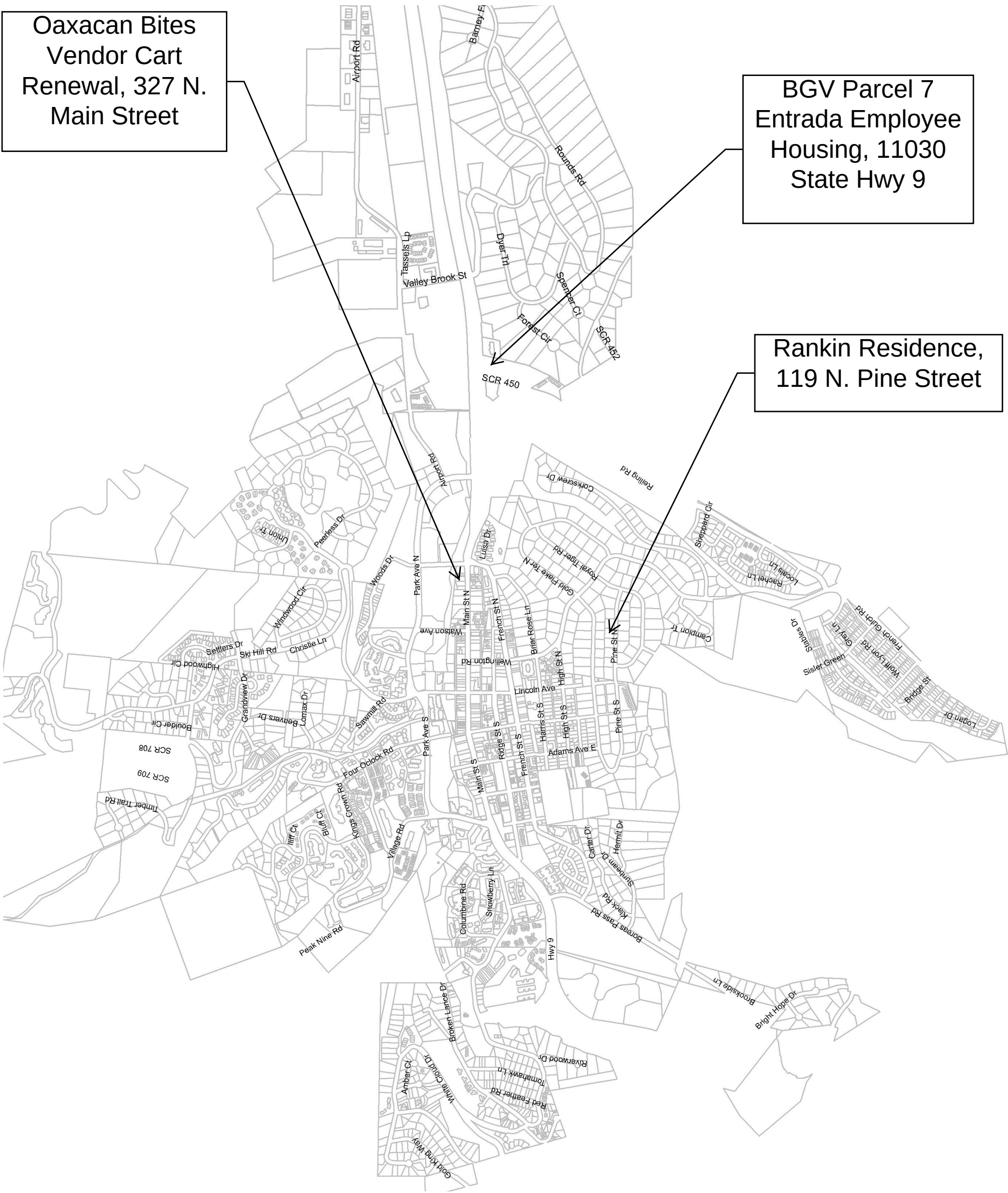
- A. TOWN COUNCIL SUMMARY
- B. CLASS D MAJORS Q4 2024 (MEMO ONLY)
- C. CLASS C SUBDIVISIONS Q4 2024 (MEMO ONLY)

VII. ADJOURNMENT (7:00PM)

Oaxacan Bites
Vendor Cart
Renewal, 327 N.
Main Street

BGV Parcel 7
Entrada Employee
Housing, 11030
State Hwy 9

Rankin Residence,
119 N. Pine Street



Breckenridge

Map not to scale. Map is cropped to
feature Planning Commission hearing
locations.

PLANNING COMMISSION MEETING

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

ROLL CALL

Mike Giller **absent**
Ethan Guerra

Mark Leas
Elaine Gort

Allen Frechter
Susan Propper

Matt Smith

APPROVAL OF MINUTES

With no changes, the January 7, 2025 Planning Commission Minutes were approved.

Ms. Propper: I will amend my question on SFEs for the Imperial Hotel later. (Mr. Kulick: Staff can help distribute the amendment to the minutes.)

APPROVAL OF AGENDA

With no changes, the January 21, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

PRELIMINARY HEARINGS:

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

Ms. Crump presented a proposal to develop eight 6-bedroom employee housing apartment units on the North Gold Rush Lot, described as Parcel 2 in the approved development agreement between the Town and BGV. The proposal includes a single building with parking underneath and improvements to the existing overflow skier parking lot. The 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. The following specific questions were asked of 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?

Commissioner Questions / Comments:

Ms. Gort: Are there shared balconies on one side only? (Ms. Crump: The east-facing units do not have shared balconies.) Ms. Gort: Where are the exits? (Ms. Crump: There are two exits; one on the north and south.) Ms. Gort: Where are the trees around the building? (Ms. Crump showed the elevations with the trees.)

Ms. Propper: Will the two units without balconies still have windows? (Ms. Crump confirmed.)

Mr. Leas: The commissioners previously had issues with the exterior design and I will comment on it later.

Graham Frank, applicant with BGV:

The feedback the Commission provided was meaningful and employee living is important. The site is difficult to design; we are trying to get to a feeling of place with limited space to do that. We considered

the wall and the fence. Instead of providing a fence, as in the previous version, we raised the top of the wall higher for safety concerns to replace the chain link fence that had been previously proposed. We had tried to address the exterior design concerns to break up the facade with balconies and windows. While not ideal, with the canvas we had we think this is improved from what we proposed before.

Ms. Gort: Why are you not proposing shared balconies on the west side? (Mr. Frank replied that interior building constraints prevented them from adding shared balconies on the west side.)

Mr. Leas: I am disappointed by what I see. If I look at the Justice Center building, which I am not a fan of, there is more visual interest there. The varied facade there is not hard to achieve by off-setting the modular boxes. (Mr. Frank: In our Edwards project, one of the lessons learned was that any articulation for modular construction was a place where there could be leaks until you're completely dried in which can take several weeks after boxes are set.) Mr. Leas: I hear what you are saying but that is not an insurmountable problem, and I disagree with the level of difficulty there based on my experience with modular construction. I appreciate the fact that you want to use modules, but I am asking you to give more pizzaz on the elevations. Given the allowances made by Council across the Development Agreement for all of the parcels, BGV could do better. (Mr. Frank: We have not found any companies that could get over that articulation issue with modular construction.) Mr. Leas: Would you be opposed to putting the modulars in and adding something stick-built on the front that gave more depth? (Mr. Frank: No, but the financials really matter because we are limited on what we can charge on rent. The open-air balconies were a financial add already and we've done what we can to come within the Code and the financials of a working project to create an aesthetically pleasing project with the canvas we have.) Mr. Leas: I understand what you're saying, but I think you are financially able based on what you would be making on some of the other projects. (Mr. Frank: The parcels isolated are one thing, but recognize that we're building a roundabout, giving millions to the Sol Center, restricting rent, building improvements at Ski Hill Road – there was a lot that went into this. The feedback from the Commission is valuable but at some point, the project won't pencil.) Mr. Leas: I am hearing that you are unwilling to move money around to improve this project. (Mr. Frank: You are not hearing a no, you are hearing that we were giving what was possible within the confines of the project.)

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

Ms. Propper: I respect Mr. Leas's concerns, and I appreciate the improvements to livability for the units. I particularly appreciate the addition of green around the building and making the units a bit larger.

Mr. Smith: The interior flow is much better and the addition of the landscaping, albeit it minimal, is crucial to livability.

Ms. Gort: Thank you for the benches, picnic table, trees, Juliet balconies, and larger unit size. I understand your constraints. I want to see stone somewhere but I understand that is beyond the scope.

Mr. Frechter: You've done a great job given the constraints. I think that Vail Resorts does not want to give up parking for 13 days a year even though they stated they wanted more employee houses. I do not see why 20-something employees could not share a bathroom and a bedroom. I think we could fit a lot more people here, but those were the cards that you were dealt, and I wish the Commission had been more involved.

Mr. Guerra: I feel that you stepped up to the plate within the constraints that you had. I would like to see the exterior elevation articulation, but I understand the constraints. The livability is greatly improved with the new design inside and out. The common area kitchen is closed to the hallway, and I wonder if there were a way to connect the two, such as removing the door or using glass doors. It's not an ask, it's an observation.

Ms. Crump asked the Commission to address the questions in the staff report.

Mr. Leas:

1. Yes.
2. I regrettably say yes.
3. No additional comments.

Ms. Propper:

1. Yes.
2. Yes.
3. No additional comments.

Mr. Smith:

1. Yes.
2. Yes.
3. No additional comments.

Ms. Gort:

1. Yes.
2. Yes.
3. I second Mr. Guerra's idea to open the common and kitchen areas with a glass door.

Mr. Frechter:

1. Yes.
2. Yes, within the charter of the Commission it is ready for final hearing.
3. No additional comments.

Mr. Guerra:

1. Yes.
2. Yes.
3. No additional comments.

TOWN PROJECT HEARINGS:

1. Kingdom Park Pavilion & Skate Park Expansion (CK), 880 Airport Road, PL-2025-0001

Mr. Kulick presented a proposal 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. The following specific questions were asked of the Commission:

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?

Commissioner Questions / Comments:

- Mr. Frechter: Will there be a sign from the main Recreation Path for the bathrooms? (Kendra Kane, Engineering Department: We plan to add signage.) Mr. Frechter: Will there be separation between the beginner area and the existing area? (Ms. Jane Horton, Recreation Department: The area will be aimed toward program lessons specifically. There would be features that would be applicable for people with higher-level skills, but there would be a small delineation between the areas.) Mr. Frechter: The experts might intimidate the beginners. (Ms. Horton replied that that did happen, and we mostly use their instructors to mitigate that issue since hard barriers can create safety issues.)
- Ms. Gort: What will be between the bike trail and the skate park area? (Ms. Kendra Kane, Dept. of Engineering: There would be a fence and some improvements to visibility and the grade is becoming less steep.)
- Mr. Smith: Was there stakeholder engagement to determine the new features? (Ms. Horton: We mostly worked with the instructors, but they also asked for input at the annual skatepark competition.) Mr. Smith: It looks like there will be some landscaping removed from that island including mature trees. (Ms. Shannon Smith, Town Engineer: Some of the improvements will require some minimal removals.) Mr. Smith: Will the porkchop area would be raised or striped? (Ms. Kane: We are still working on that design.) (Ms. Smith: Council had also requested more options for that area.)
- Ms. Propper: I agree with removing the tree island. Will the ingress/egress would be from the south? (Ms. Kane confirmed.) Ms. Propper: Will the sunshade area be available for events? (Ms. Kane: That hasn't been finalized, but it would be an open space where people could gather.)
- Mr. Leas: What about the water and sewer for this area? (Ms. Kane: It is pretty much the same location to allow them to stub into the existing water and sewer.)
- Mr. Kulick: Mr. Leas had asked earlier in the hearing if they could bank points off this, and the answer is kind of. The project is vested and during that time the points could be banked, and Town projects are vested for three years.
- Ms. Gort: How much of that area is used in the winter? Snowmelt might be good. (Ms. Kane: The goal is to be able to host events in the winter, and we were trying to set up all the main paths to have snow removed by shovel or plow.) (Mr. Kulick: Council is trying to minimize snowmelt unless in extremely high traffic areas and impossible to maintain otherwise.) Ms. Gort: The seating area and the area overall is icy. (Ms. Kane: The seating area would be flatter to make snow removal easier.)
- Mr. Guerra: Was it considered to step the roof to avoid the negative point analysis? It would also add architectural interest to the building at a minimum cost. (Ms. Kane: We discussed it with the architect but are concerned about maintenance and potential for leaks.) (Ms. Smith: It's a good suggestion. The project has not gone to civil design yet. We can look at what they need to clear under the roof, but the point is well taken that the roof could be stepped.)

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

The commissioners addressed the questions in the staff report as follows:

Mr. Leas:

1. Yes.
2. Yes.
3. Yes.

Ms. Propper:

1. Yes.
2. Yes.
3. Yes.

Mr. Smith:

1. Yes.
2. Yes.
3. Yes.

Ms. Gort:

1. Yes.
2. Yes.
3. Yes.

Mr. Frechter:

1. Yes.
2. Yes.
3. Yes.

Mr. Guerra:

1. Yes.
2. Yes.
3. Yes.

Ms. Propper made a motion to recommend approval of the Kingdom Park Pavilion and Skate Park Expansion to Town Council, seconded by Mr. Smith. The motion passed 6 to 0.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:46 pm.

Ethan Guerra, Chair



2025 - Class C Major Single Family Development Staff Report

Project Title:	Rankin Residence	
Proposal:	Demolish an existing single-family residence and construct a new 4,466 square foot single family residence. The new residence will have four (4) bedrooms, five and a half (5.5) bathrooms, and a three (3) car garage.	
PC#:	PL-2025-0005	
Project Manager:	Amelia Brackett, Planner III	
Date of Report:	January 21, 2025	
Property Owner:	Barb & Todd Rankin	
Agent/Architect:	Tim Gerken, Rooted Architecture	
Proposed Use:	Single-family residential	
Address:	119 North Pine Street	
Legal Description:	Lot 5, Block 10 Weissshorn Subdivision #2	
Area of Site in Square Feet:	17,887 sq. ft.	0.41 acres
Existing Site Conditions:	An existing one-story, single-family residence, constructed in 1969, will be demolished to allow for this proposal. This lot has access and frontage on North Pine Street with neighboring developed lots on either side. The lot slopes downhill to the west (rear) and is screened with mature trees (front and rear). Many of these buffer trees will be maintained with this proposal. The current home has a circle drive with two accesses from North Pine Street. Access for the proposed residence will be reduced to a single driveway entry point. There is a 10 ft. utility easement that follows the lot lines on the west (rear) property line.	
Areas of building:	Proposed Square Footage	
Garage	818 sq. ft.	
Basement Level (above ground):	1,165 sq. ft.	
Main Level:	2,082 sq. ft.	
Upper Level:	401 sq. ft.	
Recognized Above Ground Density:	4,466 sq. ft.	
Total Density:	4,466 sq. ft.	
Code Policies (Policy #)		
Land Use District (2A/2R):	LUD 12	
Above Ground Density (3A/3R):	The maximum allowed square footage for the Weissshorn is an FAR of 1:4 or 8,000 sq. ft. This proposal is below the maximum FAR allowed (which would be 4,472 sq. ft.).	Proposed: 4,466 sq. ft.
No. of Main Residence Bedrooms:	4 bedrooms	
No. of Main Residence Bathrooms:	5 bathrooms, 1 half baths	
Height (6A/6R):*	30.8 feet overall	
*Max height of 35' for single family outside Conservation District unless otherwise stated on the recorded plat		
Site Design (7R):	This home and driveway are proposed to expand beyond the footprint of the existing home but will reduce the amount of hardscape driveway area and two cut driveway. Some site disturbance and grading will allow for construction of the lower level of the home which is designed to daylight with the existing lot slope. No points have been assigned for the minimal additional site disturbance proposed.	
Platted Building/Disturbance /Footprint Envelope?	No Envelope	
Setbacks (9A/9R):		

Front:	Relative: 25' Absolute: 15'	Proposed: >25'
Sides:	Relative: 50' (Combined) Absolute: 40' (Combined), 15' minimum	Proposed: 25', 15.5', (>40', <50' combined). Does not meet one relative side setback, negative three (-3) points under Policy 9/R Placement of Structures.
Rear:	Relative: 15' Absolute: 15'	Proposed: >15'
Lot Coverage/Open Space (21R):		
Drip line of Building/Non-Permeable Sq. Ft.:	3,704 sq. ft.	20.71%
Hard Surface/Non-Permeable Patio/Driveway Sq. Ft.:	1,880 sq. ft.	10.51%
Open Space / Permeable:	12,303 sq. ft.	68.78%
Snowstack (13A/13R):		
Required Square Footage:	470 sq. ft.	25% of non-heated paved surfaces required
Proposed Square Footage:	480 sq. ft.	25%
Parking (18A/18R):		
Required:	3 spaces	
Proposed:	5 spaces	
Energy Conservation (33A/33R):		
Outdoor heated space:	NO	
Fireplaces:		
Number of Gas Fired:	1 Gas Fired	
No. of EPA Phase II Wood Burning:	0 Wood Burning	
No. of EV Installed Chargers:	3 Installed	Installed EVSE chargers are worth positive one (+1) point each up to positive three (+3) points. This proposal is worth positive three (+3) points.
Architectural Compatibility (5/A & 5/R):	The proposed residence features modern architecture and natural material finishes with steel panel accents that are below 25% of any facade. Gabled roof forms at various heights and differing pitches provide interest and visually break up the large structure into different modules. The design complements the diverse palette of architecture in the established Weisshorn neighborhood where the land use guidelines call for compatible contemporary architectural design.	
Exterior Materials and Colors:	Roofing: Asphalt shingle roofing (color: "Charcoal"), Standing seam metal roofing (color: "Burnished Slate") Vertical siding: 1x6 stained Cedar siding (color: "Beige gray") Horizontal siding: 2x8 stained Cedar siding (color: "Riverwood") Accent siding: Metal panel siding (color: "Acorn gray") Fascia: Pre-finished black metal and wood ("Charwood") Stone veneer: Telluride Stone Co. Biltmore w/ sandstone cap	
Landscaping (22A/22R):	Staff finds that the proposed landscaping plan effectively enhances the natural appearance of the property and provides screening/buffering between the right-of-way and neighboring lots. The proposed residence and driveway will reduce the number of driveway cuts from two down to one, allowing more of the lot frontage to serve as landscaped yard.	
Planting Type	Quantity	Size
Aspen	9	minimum 1.5" caliper, 50% multi-stem
Spruce	3	6' tall
Shrubs	5	5 gallon
Juniper	5	5 gallon
Defensible Space (22A):	Complies	
Drainage (27A/27R):	Positive drainage away from building	
Driveway Slope:	4.00%	
Staff Action:	Staff has approved the Rankin Residence, PL-2025-0005 showing a passing point analysis of zero (0) points, located at 119 North Pine Street, with the attached Findings and Conditions.	
Additional Findings and Conditions of Approval:	Conditions: 18. Applicant shall enter a covenant, acceptable to the Town Attorney, and recorded with the Summit County Clerk and Recorder indicating the location of EVSE installed chargers on the property which shall be required to be installed prior to Certificate of Occupancy and remain installed in-perpetuity.	

Class C Major Point Analysis				
Project:	Rankin Residence	Positive Points	+3	
Plan #	PL-2025-0005	>0		
Date:	1/21/2025	Negative Points	- 3	
Staff:	Amelia Brackett, Planner III	<0		
		Total Allocation:	0	
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		Maximum above ground density is limited to 4,472, home is proposed at 4,466.
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
5/R	Architectural Compatibility / Conservation District	5x(-5/0)		
5/R	Architectural Compatibility H.D. / Above Ground Density 12 UPA	(-3>-18)		
5/R	Architectural Compatibility H.D. / Above Ground Density 10 UPA	(-3>-6)		
6/A	Building Height	Complies		Allowed 35', Proposed 30.8'
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 Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
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)	- 3	Combined side yard setbacks are 25' and 15.5'. Combined side yard setbacks are equal to 40.5', which is less than the required 50' combined relative policy requirement. The absolute policy is met but the relative policy is not met.
12/A	Signs	Complies		
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		
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)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies		3 parking spots are required for 4 bedrooms, requirement is met.
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/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)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15		
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15		
24/R	Social Community - Historic Preservation/Restoration - Removal of Historic Fabric	+3/6/9/12/15		
24/R	Social Community - Historic Preservation/Restoration - Removal of Historic Fabric	+3/6/9/12/15		
24/R	Social Community - Historic Preservation/Restoration - Removal of Historic Fabric			
24/R	Social Community - Historic Preservation/Restoration	+3/6/9/12/15		
24/R	Social Community - Connector/Breezeway	1		
24/R	Social Community - Accessory Dwelling Units	3		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	N/A		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	N/A		
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)		
33/R	EV Charging Station	3	+3	3 EV chargers are proposed to be installed as part of this project.
33/R	HERS/ERI analysis = 20% - 39% energy saved	+2		
33/R	HERS/ERI analysis = 40% - 59% energy saved	+3		
33/R	HERS/ERI analysis = 60% - 79% energy saved	+4		
33/R	HERS/ERI analysis = 80% - 99% energy saved	+5		
33/R	HERS/ERI analysis = 100% energy saved	+6		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		

	Other Design Feature	1X(-2/+2)		
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	Community Entrance	4x(-2/0)		
37/R	Individual Sites	3x(-2/+2)		
37/R	Blue River	2x(0/+2)		
37R	Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	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		Split rail fence shown on plans is existing. No new fencing is proposed.
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		
50/A	Wireless Communication Facilities	Complies		

TOWN OF BRECKENRIDGE

Rankin Residence
Lot 5, Block 10, Weisshorn Subdivision #2
119 North Pine Street
PL-2025-0005

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

FINDINGS

1. The project is in accord with the Development Code and does not propose a prohibited use.
2. The project will not have significant adverse environmental impact or demonstrative negative aesthetic effect.
3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives, which would have less adverse environmental impact.
4. This approval is based on the staff report dated **January 21, 2025**, and findings made by the Planning Commission with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on **February 4, 2025**, as to the nature of the project. In addition to Commission minutes, the audio of the meetings of the Commission are recorded.

CONDITIONS

1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
2. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop order requiring the cessation of work, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.
3. This permit expires eighteen (18) months from date of issuance, on **August 11, 2026**, unless a building permit has been issued and substantial construction pursuant thereto has taken place. In addition, if this permit is not signed and returned to the Town within 30 days from the permit mailing date, the duration of the permit shall be 18 months, but without the benefit of any vested property right.
4. Nothing in this permit shall constitute an agreement by the Town of Breckenridge to issue a certificate of occupancy for the project covered by this permit. The determination of whether a certificate of occupancy should be issued for such project shall be made by the Town in accordance with the applicable provisions of the Town Code, including, but not limited to the building code.
5. Applicant shall field locate utility service lines to avoid existing trees.
6. An improvement location certificate of the height of the top of the foundation wall and the height of the building's ridge must be submitted and approved by the Town during the various phases of construction. The final building height shall not exceed 35' at any location.

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

PRIOR TO ISSUANCE OF BUILDING PERMIT

8. Applicant shall submit proof of ownership of the project site.
9. Applicant shall submit and obtain approval from the Town Engineer of final drainage, grading, utility, and erosion control plans.
10. Applicant shall provide plans stamped by a registered professional engineer licensed in Colorado, to the Town Engineer for all retaining walls over four feet in height.
11. Any exposed foundation wall in excess of 12 inches shall be finished (i.e. textured or painted) in accordance with the Breckenridge Development Code Section 9-1-19-5R.
12. Applicant shall identify all existing trees, which are specified on the site plan to be retained, by erecting temporary fence barriers around the trees to prevent unnecessary root compaction during construction. Construction disturbance shall not occur beyond the fence barriers, and dirt and construction materials or debris shall not be placed on the fencing. The temporary fence barriers are to remain in place until issuance of the Certificate of Occupancy.
13. Existing trees designated on the site plan for preservation which die due to site disturbance and/or construction activities will be required to be replaced at staff discretion with equivalent new trees, i.e. loss of a 12 inch diameter tree flagged for retention will be offset with the addition of four 3-inch diameter new trees.
14. **Applicant shall submit and obtain approval from the Town of a construction staging plan indicating construction fencing installed at the disturbance boundary, all construction material storage, fill and excavation material storage areas, portolet and dumpster locations, and employee vehicle parking areas. No construction staging is permitted within a public right-of-way without Town permission obtained through a right-of-way permit.** If permission is obtained to allow parking within the public right-of-way, the following best practices must be observed: cars must first be parked in spaces available within the construction site, cars along the right-of-way must be consolidated to one side of the road, and cars parked in the right-of-way must be moved daily. Any dirt tracked upon the public road shall be the applicant's responsibility to remove. **A project contact person is to be selected and the name provided to the Public Works Department prior to issuance of the building permit.** Parking violations noted in this condition may be given one warning, after which the Town will fully enforce Town Code 7-1-2 Section 1204 through the penalty of ticketing and fines to be issued by the Breckenridge Police Department as described in Traffic Code 7-1-7.
15. **Applicant shall submit and obtain approval from Town staff of a cut sheet detail for all exterior lighting on the site. All exterior lighting on the site or buildings shall be fully shielded to hide the light source and shall cast light downward. All exterior lighting shall not exceed 3,000 kelvins. Exterior residential lighting shall not exceed 15' in height from finished grade or 7' above upper decks. Exterior residential lighting shall be limited to two light fixtures per entrance to a structure and a maximum of eight additional fixtures on and around the residence. LED bulbs are permitted at a maximum of 950 lumens, fluorescent bulbs are permitted at a maximum of 15 watts, and incandescent bulbs are permitted at a maximum of 60 watts.**
16. Applicant shall submit to and obtain approval from the Department of Community Development a defensible space plan showing trees proposed for removal and the approximate location of new landscaping, including species and size. Applicant shall meet with Community Development Department staff on the Applicant's property to mark trees for removal and review proposed new landscaping to meet the requirements of Policy 22 (Absolute) Landscaping, for the purpose of creating defensible space.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

17. **Applicant shall enter a covenant, acceptable to the Town Attorney, and recorded with the Summit County Clerk and Recorder indicating the location of EVSE installed chargers on the property which shall be required to be installed prior to Certificate of Occupancy and remain installed in-perpetuity.**
18. Applicant shall revegetate all disturbed areas with a minimum of 2 inches topsoil, seed and mulch.
19. Applicant shall remove leaf clutter, dead branches and dead standing trees from the property, dead branches on living trees shall be trimmed to a minimum height of six (6) feet and a maximum height of ten (10) feet above the ground.
20. Applicant shall remove all vegetation and combustible material from under all eaves and decks.
21. Applicant shall create defensible space around all structures as required in Policy 22 (Absolute) Landscaping.
22. Applicant shall paint all garage doors, metal flashing, vents, flues, rooftop mechanical equipment, meters, and utility boxes on the building a flat, dark color or to match the building color.
23. Applicant shall screen all utilities.
24. **Applicant shall submit and obtain approval from Town staff of a cut sheet detail for all exterior lighting on the site. All exterior lighting on the site or buildings shall be fully shielded to hide the light source and shall cast light downward. All exterior lighting shall not exceed 3,000 kelvins. Exterior residential lighting shall not exceed 15' in height from finished grade or 7' above upper decks. Exterior residential lighting shall be limited to two light fixtures per entrance to a structure and a maximum of eight additional fixtures on and around the residence. LED bulbs are permitted at a maximum of 950 lumens, fluorescent bulbs are permitted at a maximum of 15 watts, and incandescent bulbs are permitted at a maximum of 60 watts.**
25. At all times during the course of the work on the development authorized by this permit, the permittee shall refrain from depositing any dirt, mud, sand, gravel, rubbish, trash, wastepaper, garbage, construction material, or any other waste material of any kind upon the public street(s) adjacent to the construction site. Town shall provide oral notification to permittee if Town believes that permittee has violated this condition. If permittee fails to clean up any material deposited on the street(s) in violation of this condition within 24 hours of oral notice from Town, permittee agrees that the Town may clean up such material without further notice and permittee agrees to reimburse the Town for the costs incurred by the Town in cleaning the streets. Town shall be required to give notice to permittee of a violation of this condition only once during the term of this permit.
26. The development project approved by this Permit must be constructed in accordance with the plans and specifications, which were approved by the Town in connection with the Development Permit application. Any material deviation from the approved plans and specifications without Town approval as a modification may result in the Town issuing a Stop Work Order and/or not issuing a Certificate of Occupancy or Compliance for the project, and/or other appropriate legal action under the Town's development regulations. A Stop Work Order may not be released until a modification to the permit is reviewed and approved by the Town. Based upon the magnitude of the modification, another hearing before the Planning Commission may be required.
27. No Certificate of Occupancy or Certificate of Compliance will be issued by the Town until: (i) all work done pursuant to this permit is determined by the Town to be in compliance with the approved plans and specifications for the project, and all applicable Town codes, ordinances and standards, and (ii) all conditions of approval set forth in the Development Permit for this project have been properly satisfied. If either of these requirements cannot be met due to prevailing weather conditions, the Town may issue a Certificate of Occupancy or Certificate of Compliance if the permittee enters into a Cash Deposit Agreement providing that the permittee will deposit with the Town a cash bond, or other acceptable surety, equal to at least 125% of the

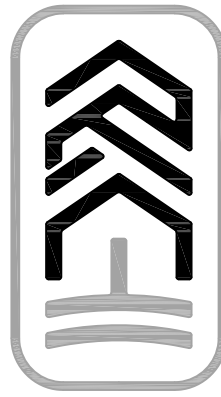
estimated cost of completing any required work or any applicable condition of approval, and establishing the deadline for the completion of such work or the satisfaction of the condition of approval. The form of the Cash Deposit Agreement shall be subject to approval of the Town Attorney. "Prevailing weather conditions" generally means that work can not be done due to excessive snow and/or frozen ground. **As a general rule, a cash bond or other acceptable surety will only be accepted by the Town between November 1 and May 31 of the following year. The final decision to accept a bond as a guarantee will be made by the Town of Breckenridge.**

28. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.
29. **Applicant shall be held responsible for any deterioration or damages caused by development or construction activities to any Town infrastructure, public rights-of-way, or public property. This includes but is not limited to deterioration or damages to roadway surfaces, curbs, drainage systems, sidewalks, and signage. Applicant must rectify such deterioration or damages to the previous condition at their own expense. Town shall provide written notification to permittee if Town believes that permittee has caused deterioration or damages which would enact this condition. If permittee fails to rectify deterioration or damages in violation of this condition, permittee agrees that the Town may resolve such deterioration or damages and permittee agrees to reimburse the Town for the costs incurred by the Town. Town shall be required to give notice to permittee of a violation of this condition only once during the term of this permit. Any failure to rectify deterioration or damages or provide reimbursement without Town approval may also result in the Town issuing a Stop Work Order and/or not issuing a Certificate of Occupancy or Compliance for the project, and/or other appropriate legal action under the Town's development regulations.**
30. The development authorized by this Development Permit may be subject to the development impact fee imposed by Resolution 2006-05 of the Summit County Housing Authority. Such resolution implements the impact fee approved by the electors at the general election held November 7, 2006. Pursuant to intergovernmental agreement among the members of the Summit Combined Housing Authority, the Town of Breckenridge is authorized to administer and collect any impact fee which is due in connection with development occurring within the Town. For this purpose, the Town has issued administrative rules and regulations which govern the Town's administration and collection of the impact fee. ***Applicant will pay any required impact fee for the development authorized by this Development Permit prior to the issuance of a Certificate of Occupancy.***

(Initial Here)

RANKIN RESIDENCE

119 NORTH PINE STREET - BRECKENRIDGE, CO
TOWN OF BRECKENRIDGE CLASS C SUBMITTAL



ROOTED
ARCHITECTURE

SEAL:

NOT FOR CONSTRUCTION

XXX/XX/XX

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF THE ARCHITECT. THEY SHALL NOT BE USED, TRANSFERRED, OR SOLD FOR USE EXCEPT BY AN AGREEMENT IN WRITING FROM THE ARCHITECT.

RANKIN RESIDENCE

Lot 5, Block 10 Weisshorn Sub #2
119 North Pine St, Breckenridge, CO 80424

GENERAL NOTES			PROJECT DATA		SHEET INDEX																																		
1) COPYRIGHT: ALL PLANS, DESIGNS, AND CONCEPTS SHOWN IN THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF ROOTED ARCHITECTURE, LLC. AND SHALL NOT BE USED, DISCLOSED, OR REPRODUCED FOR OR ANY PURPOSE WHATSOEVER WITHOUT THE ARCHITECT'S WRITTEN PERMISSION. 2) CODES: THIS PROJECT IS GOVERNED BY THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION AS ADOPTED BY THE TOWN OF BRECKENRIDGE, COLORADO. CODE COMPLIANCE IS MANDATORY. THE DRAWINGS AND SPECIFICATIONS SHALL NOT PERMIT WORK THAT DOES NOT CONFORM TO THESE CODES. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR SATISFYING ALL APPLICABLE CODES AND OBTAINING ALL PERMITS AND REQUIRED APPROVALS. BUILDING AREAS ARE SHOWN FOR CODE PURPOSES ONLY AND SHALL BE RECALCULATED FOR ANY OTHER PURPOSES. 3) FIELD VERIFICATION: VERIFY ALL DIMENSIONS, CONDITIONS, AND UTILITY LOCATIONS ON THE JOB SITE PRIOR TO BEGINNING ANY WORK OR ORDERING ANY MATERIALS. NOTIFY ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES IN THE DRAWINGS IMMEDIATELY. 4) DIMENSIONS: WRITTEN DIMENSIONS ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS SHOWN PRIOR TO BEGINNING ANY WORK AND NOTIFY ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES FOR INTERPRETATION OR CLARIFICATION. PLAN DIMENSIONS ARE TO THE FACE OF FRAMING MEMBERS, FACE OF WOOD FURRING OR FACE OF CONCRETE WALLS UNLESS OTHERWISE NOTED. SECTION OR ELEVATION DIMENSIONS ARE TO TOP OF CONCRETE, TOP OF PLYWOOD, OR OP OF WALL PLATES OR BEAMS UNLESS OTHERWISE NOTED. 5) DISCREPANCIES: THE OWNER HAS REQUESTED THE ARCHITECT TO PROVIDE LIMITED ARCHITECTURAL AND ENGINEERING SERVICES. IN THE EVENT ADDITIONAL DETAILS OR GUIDANCE IS NEEDED BY THE CONTRACTOR FOR CONSTRUCTION OF ANY ASPECT OF THIS PROJECT, HE SHALL IMMEDIATELY NOTIFY THE ARCHITECT. FAILURE TO GIVE SIMPLE NOTICE SHALL RELIEVE THE ARCHITECT OF RESPONSIBILITY. DO NOT PROCEED IN AREAS OF DISCREPANCY UNTIL ALL SUCH DISCREPANCIES HAVE BEEN FULLY RESOLVED WITH WRITTEN DIRECTION FROM THE ARCHITECT. 6) DUTY OF COOPERATION: RELEASE OF THESE PLANS CONTEMPLATES FURTHER COOPERATION AMONG THE OWNER, CONTRACTOR, AND THE ARCHITECT. DESIGN AND CONSTRUCTION ARE COMPLEX. ALTHOUGH THE ARCHITECT AND HIS CONSULTANTS HAVE PERFORMED THEIR SERVICES WITH DUE CARE AND DILIGENCE, THEY CANNOT GUARANTEE PERFECTION. COMMUNICATION IS IMPERFECT, AND EVERY CONTINGENCY CANNOT BE ANTICIPATED. ANY AMBIGUITY OR DISCREPANCY DISCOVERED BY THE USE OF THESE PLANS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. FAILURE TO NOTIFY THE ARCHITECT COMPOUNDS MISUNDERSTANDING AND INCREASES CONSTRUCTION COSTS. A FAILURE TO COOPERATE BY A SIMPLE NOTICE TO THE ARCHITECT SHALL RELIEVE THE ARCHITECT FROM RESPONSIBILITY FOR ALL CONSEQUENCES. 7) CHANGES TO THE WORK: ANY ITEMS DESCRIBED HEREIN THAT IMPACT PROJECT BUDGET OR TIME SHALL BE REQUESTED FROM THE CONTRACTOR VIA A WRITTEN CHANGE ORDER REQUEST PRIOR TO SUCH WORK. PERFORMANCE OF SUCH WORK WITHOUT APPROVAL BY CHANGE ORDER INDICATES GENERAL CONTRACTOR'S ACKNOWLEDGMENT OF NO INCREASE IN CONTRACT SUM OR TIME. CHANGES FROM THE PLANS OR SPECIFICATIONS MADE WITHOUT CONSENT OF THE ARCHITECT ARE UNAUTHORIZED AND SHALL RELIEVE THE ARCHITECT OF RESPONSIBILITY FOR ANY AND ALL CONSEQUENCES RESULTING FROM SUCH CHANGES. 8) WORKMANSHIP: IT IS THE INTENT AND MEANING OF THESE DRAWINGS THAT THE CONTRACTOR AND EACH SUBCONTRACTOR PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, SUPPLIES, EQUIPMENT, ETC., TO OBTAIN A COMPLETE JOB WITHIN THE RECOGNIZED STANDARDS OF THE INDUSTRY. 9) SUBSTITUTIONS: SUBSTITUTION OF "EQUAL" PRODUCTS WILL BE ACCEPTABLE WITH ARCHITECT'S WRITTEN APPROVAL. 10) CONSTRUCTION SAFETY: THESE DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE GENERAL CONTRACTOR SHALL PROVIDE FOR THE SAFETY, CARE OF UTILITIES AND ADJACENT PROPERTIES DURING CONSTRUCTION, AND SHALL COMPLY WITH STATE AND FEDERAL SAFETY REGULATIONS.			11) EXCAVATION PROCEDURES: UPON COMPLETION OF ANY EXCAVATION, THE OWNER SHALL RETAIN A SOILS ENGINEER TO INSPECT THE SUBSURFACE CONDITIONS IN ORDER TO DETERMINE THE ADEQUACY OF FOUNDATION DESIGN. CONTRACTOR SHALL NOT POUR ANY CONCRETE UNTIL APPROVAL IS OBTAINED FROM SOILS ENGINEER. 12) FIELD CUTTING OF STRUCTURAL MEMBERS: THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL FIELD COORDINATE AND OBTAIN APPROVAL FROM ENGINEER BEFORE ANY CUTTING, NOTCHING OR DRILLING OF ANY CAST-IN-PLACE CONCRETE, STEEL FRAMING, OR ANY OTHER STRUCTURAL ELEMENTS WHICH MAY AFFECT THE STRUCTURAL INTEGRITY OF THE BUILDING. REFER TO CURRENT INTERNATIONAL BUILDING CODE, MANUFACTURER'S OR SUPPLIER'S INSTRUCTIONS, AND STRUCTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS. 13) EXTERIOR MATERIAL MOCK UP: THE GENERAL CONTRACTOR SHALL PROVIDE A MOCK UP OF ALL EXTERIOR MATERIALS FOR REVIEW BY THE OWNER, ARCHITECT AND INTERIOR DESIGNER. THIS MOCK UP SHALL BE PROVIDED AND SIGNED OF IN WRITING PRIOR TO ANY EXTERIOR FINISH WORK. THE SAMPLE SHALL INCLUDE FASCIA, TRIM WINDOW CLADDING, AND ALL OTHER EXTERIOR FINISHES INCLUDING 3'X3' SAMPLE OF EXTERIOR STONE WORK. THIS SHALL BE RETAINED ON SITE UNTIL THE FINAL PUNCH LIST IS COMPLETE. 14) WEATHER CONDITIONS: THE OWNER HAS BEEN ADVISED THAT DUE TO HARSH WINTER CONDITIONS, ROOF AND DECK SURFACES MUST BE MAINTAINED REASONABLY FREE OF ICE AND SNOW TO ENSURE MINIMAL PROBLEMS WITH THESE SURFACES. ALL ROOFING, ROOFING MEMBRANES, AND WATERPROOFING SHALL BE APPROVED IN WRITING BY PRODUCT MANUFACTURER (W.R. GRACE FOR BITUTHENE, ETC.) PRIOR TO PROCEEDING WITH ANY WORK. FAILURE TO PROVIDE THESE WRITTEN APPROVALS REMOVES ALL RESPONSIBILITY FOR THE WORK FROM THE ARCHITECT. 15) BUILDING AREA BUILDING AREAS ARE SHOWN FOR CODE PURPOSES ONLY AND SHALL BE RECALCULATED FOR ANY OTHER USE. 16) PROJECT STAKING THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING GRADES AND STAKE ALL BUILDING CORNERS AND DRIVEWAY LOCATION FOR OWNER/ARCHITECT AND DESIGN REVIEW BOARD APPROVAL PRIOR TO BEGINNING ANY SITE CLEARING. 17) SITE DISTURBANCE IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT THE EXISTING TREES TO REMAIN AND ADJACENT PROPERTIES FROM DAMAGE DURING CONSTRUCTION. PROVIDE PROTECTIVE FENCING THROUGHOUT CONSTRUCTION. 18) PROJECT GRADES THE GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL GRADES INCLUDING PAVED AREA SLOPES PRIOR TO POURING ANY FOUNDATIONS. SURVEY WORK SHOULD BE VERIFIED IN DETAIL. 19) EXISTING CONDITIONS THE PLANNED MODIFICATIONS AND ADDITIONS INCLUDED IN THESE DOCUMENTS DO NOT REQUIRE CHANGES OR MODIFICATIONS TO THE EXISTING STRUCTURAL COMPONENTS OF THIS BUILDING. THE GENERAL CONTRACTOR IS TO FIELD VERIFY ALL STRUCTURAL CONDITIONS ARE UNCHANGED DURING DEMOLITION AND CONSTRUCTION. ANY AND ALL STRUCTURAL COMPONENTS DISCOVERED TO REQUIRE MODIFICATION SHALL BE REPORTED TO THE ARCHITECT AND IF REQUIRED, REFERRED TO A STRUCTURAL ENGINEER FOR EVALUATION AND RECOMMENDATION BEFORE WORK PROCEEDS IN AFFECTED AREA. 20) 3D MODELING THIS PROJECT HAS BEEN DIGITALLY MODELED IN 3D SOFTWARE. THE DIGITAL MODEL IS PROVIDED FOR REFERENCE PURPOSES ONLY. TRANSMISSION OF DIGITAL MODEL FILES CONSTITUTES A WARRANTY BY THE PARTY TRANSMITTING FILES TO THE PARTY RECEIVING FILES THAT THE TRANSMITTING PARTY IS THE COPYRIGHT OWNER OF THE DIGITAL DATA. UNLESS OTHERWISE AGREED IN WRITING, ANY USE OF, TRANSMISSION OF, OR RELIANCE ON THE MODEL IS AT THE RECEIVING PARTY'S RISK. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF QUESTIONS OR COORDINATION ISSUES BETWEEN THE CONTRACT DOCUMENTS AND DIGITAL MODEL. 21) SUSTAINABILITY: SUSTAINABLE DESIGN CONCEPTS ARE KEYS TO THE SUCCESS OF ANY DESIGN PROJECT, CONSTRUCTION, AND OPERATION. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE EXPECTED TO UNDERSTAND AND IMPLEMENT THESE CONCEPTS TO THE FULLEST EXTENT POSSIBLE. CONTACT DESIGNER WITH CONSTRUCTIVE INPUT OR IF MORE INFORMATION IS NEEDED TO UNDERSTAND AND IMPLEMENT THESE CONCEPTS MORE FULLY.		LEGAL DESCRIPTION: 119 NORTH PINE STREET - BRECKENRIDGE, COLORADO 80424 LOT 5, BLOCK 10, WEISSHORN SUBDIVISION FILING No. 2 USGS DATUMS <table><tr><td>LOWER LEVEL</td><td>= 100'-0"</td><td>(9,702.0' USGS)</td></tr><tr><td>GARAGE LEVEL</td><td>= 104'-0"</td><td>(9,706.0' USGS)</td></tr><tr><td>MAIN LEVEL</td><td>= 110'-1 3/4"</td><td>(9,712.15' USGS)</td></tr><tr><td>UPPER LEVEL</td><td>= 118'-1 3/4"</td><td>(9,720.29' USGS)</td></tr></table> AREAS CALCULATIONS <table><tr><th></th><th>FINISHED</th><th>UNFINISHED</th><th>TOTAL</th></tr><tr><td>LOWER LEVEL</td><td>1,165 SF</td><td>0 SF</td><td>1,165 SF</td></tr><tr><td>MAIN LEVEL</td><td>2,082 SF</td><td>818 SF</td><td>2,900 SF</td></tr><tr><td>UPPER LEVEL</td><td>401 SF</td><td>0 SF</td><td>401 SF</td></tr><tr><td>TOTAL:</td><td>3,648 SF</td><td>818 SF</td><td>4,466 SF</td></tr></table> Square Footage calculations are for code purposes only and should be recalculated for any other purposes Refer to sheet A-2 for additional density calculations CODE INFORMATION <u>TOWN OF BRECKENRIDGE ADOPTED CODES:</u> 2018 International Residential Code with Town Amendments 2021 International Energy Conservation Code with Town Amendments Town of Breckenridge Land Use Development Code <u>BUILDING TYPE & OCCUPANCY:</u> Type VB, R3 Residential		LOWER LEVEL	= 100'-0"	(9,702.0' USGS)	GARAGE LEVEL	= 104'-0"	(9,706.0' USGS)	MAIN LEVEL	= 110'-1 3/4"	(9,712.15' USGS)	UPPER LEVEL	= 118'-1 3/4"	(9,720.29' USGS)		FINISHED	UNFINISHED	TOTAL	LOWER LEVEL	1,165 SF	0 SF	1,165 SF	MAIN LEVEL	2,082 SF	818 SF	2,900 SF	UPPER LEVEL	401 SF	0 SF	401 SF	TOTAL:	3,648 SF	818 SF	4,466 SF	A-0 COVER SHEET & GENERAL NOTES -- TOPOGRAPHIC SURVEY A-0.1 EXISTING SITE PLAN A-0.2 PROPOSED SITE & GRADING PLAN A-0.3 LANDSCAPE PLAN A-1 LOWER LEVEL PLAN A-2 MAIN LEVEL PLAN A-3 UPPER LEVEL PLAN A-4 ROOF PLAN A-5 BUILDING ELEVATIONS A-6 BUILDING ELEVATIONS A-7 3D VIEWS
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ENERGY REQUIREMENTS SUSTAINABLE BUILDING CODE CHECKLIST FOR NEW SINGLE FAMILY RESIDENCE 2021 IECC PRESCRIPTIVE PATH OPTION; <table><tr><td> <u>THERMAL ENVELOPE REQUIREMENTS</u> (2021 IRC CH. 11 - SUMMIT COUNTY ZONE 7) ROOF/ CEILING: R60 or R49 UNCOMPRESSED OVER THE TOP PLATE ABOVE GRADE WALLS: R30 CAVITY or R20 CAVITY, R5 CONTINUOUS INSULATION (CI) or R13 CAVITY, R10 CI or R20 CI SLABS/ SLAB EDGE: R10 FENESTRATIONS: MAX U 0.32 FLOOR R-VALUE: R38 BASEMENT WALL: R15 CI or R19 CAVITY or R13 CAVITY, R5 CI MASS WALL: n/a CRAWL SPACE WALL: n/a BLOWER DOOR: ACH 2.7 - PRESSURE 0.2" W.G. (50 PASCALS) THESE SPECIFICATIONS ARE BASED OFF OF THE 2021 IECC RESIDENTIAL THERMAL ENVELOPE REQUIREMENTS AS DESCRIBED IN TABLE R402.1.3, WHICH SHOULD BE REFERRED TO FOR INTERPRETATION REASONS. </td><td> <u>THIS PROJECT SHALL ALSO INCLUDE THE FOLLOW;</u> - RADIANT HEATING SYSTEM, MINIMUM 95% AFUE - HIGH-EFFICACY LED LIGHTS, MINIMUM 100% - ENERGY EFFICIENT WATER HEATER. - GAS, MINIMUM 0.76 ENERGY FACTOR - PROVIDE AN ELECTRICAL CAR CHARGING PER PLAN, INCLUDING A BLANKED ELECTRICAL BOX, AND A RACEWAY TERMINATING IN THE ELECTRICAL PANEL PER ARTICLE 625 OF THE 2020 NEC. - PROVIDE PV READY CONSTRUCTION INCLUDING A METAL RACEWAY FROM THE ELECTRICAL PANEL TO THE ROOF LOCATION WHERE THE PANELS WILL BE INSTALLED, INCLUDING A ROOF JACK, A #8 COPPER GROUND, A (2) TWO PULL BLANK IN THE ELECTRICAL PANEL AND AN ELECTRICAL CONDUIT FROM THE ELECTRICAL PANEL OUT TO THE ELECTRIC METER. - WATERSENSE FIXTURES THROUGHOUT - HRV/ ERV, 65% SENSIBLE HEAT RECOVERY EFFICIENCY, MEETING MINIMUM AIRFLOW RATES PER IRC INSTALLED. - PROGRAMMABLE THERMOSTATS. </td></tr></table>			<u>THERMAL ENVELOPE REQUIREMENTS</u> (2021 IRC CH. 11 - SUMMIT COUNTY ZONE 7) ROOF/ CEILING: R60 or R49 UNCOMPRESSED OVER THE TOP PLATE ABOVE GRADE WALLS: R30 CAVITY or R20 CAVITY, R5 CONTINUOUS INSULATION (CI) or R13 CAVITY, R10 CI or R20 CI SLABS/ SLAB EDGE: R10 FENESTRATIONS: MAX U 0.32 FLOOR R-VALUE: R38 BASEMENT WALL: R15 CI or R19 CAVITY or R13 CAVITY, R5 CI MASS WALL: n/a CRAWL SPACE WALL: n/a BLOWER DOOR: ACH 2.7 - PRESSURE 0.2" W.G. (50 PASCALS) THESE SPECIFICATIONS ARE BASED OFF OF THE 2021 IECC RESIDENTIAL THERMAL ENVELOPE REQUIREMENTS AS DESCRIBED IN TABLE R402.1.3, WHICH SHOULD BE REFERRED TO FOR INTERPRETATION REASONS.	<u>THIS PROJECT SHALL ALSO INCLUDE THE FOLLOW;</u> - RADIANT HEATING SYSTEM, MINIMUM 95% AFUE - HIGH-EFFICACY LED LIGHTS, MINIMUM 100% - ENERGY EFFICIENT WATER HEATER. - GAS, MINIMUM 0.76 ENERGY FACTOR - PROVIDE AN ELECTRICAL CAR CHARGING PER PLAN, INCLUDING A BLANKED ELECTRICAL BOX, AND A RACEWAY TERMINATING IN THE ELECTRICAL PANEL PER ARTICLE 625 OF THE 2020 NEC. - PROVIDE PV READY CONSTRUCTION INCLUDING A METAL RACEWAY FROM THE ELECTRICAL PANEL TO THE ROOF LOCATION WHERE THE PANELS WILL BE INSTALLED, INCLUDING A ROOF JACK, A #8 COPPER GROUND, A (2) TWO PULL BLANK IN THE ELECTRICAL PANEL AND AN ELECTRICAL CONDUIT FROM THE ELECTRICAL PANEL OUT TO THE ELECTRIC METER. - WATERSENSE FIXTURES THROUGHOUT - HRV/ ERV, 65% SENSIBLE HEAT RECOVERY EFFICIENCY, MEETING MINIMUM AIRFLOW RATES PER IRC INSTALLED. - PROGRAMMABLE THERMOSTATS.	PROJECT SITE																																		
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SURVEYOR Range West Engineers & Surveyors, LLC P.O. Box 589, Silv. 80498 101 West Main St., Frisco 970.468.6281 www.rangewestinc.com		INTERIOR DESIGN Surround Design CO. RACHEL GERKEN rachelg@surrounddesignco.com 970.485.1521	STRUCTURAL ENGINEER	CONTRACTOR Aspect Mountain Homes SHANE LACY shane.lacy@aspectmtnhomes.com 970.485.4306	ARCHITECT ROOTED Architecture, LLC TIM GERKEN tim@rootedarch.com 970.485.9003	OWNER BARB & TODD RANKIN PO BOX 2415 BRECKENRIDGE CO 80424 barb@summitluxuryhome.com 970.406.1809																																	

No.	Date	Revisions

Project No: 2024.16
Stage: TOB CLASS C
Date: 2025-01-08
Scale:

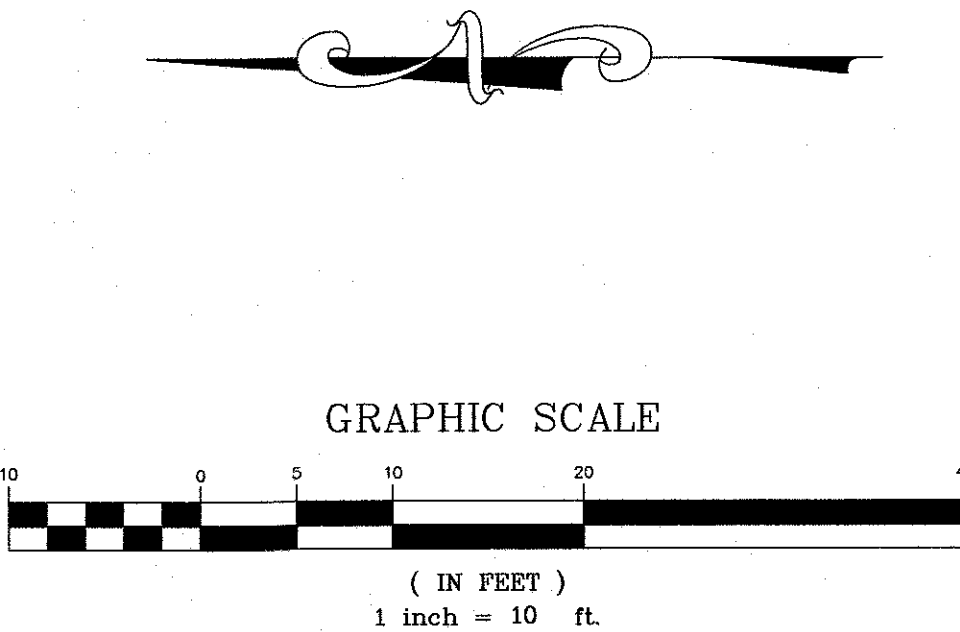
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COVER

DRAWING NO:

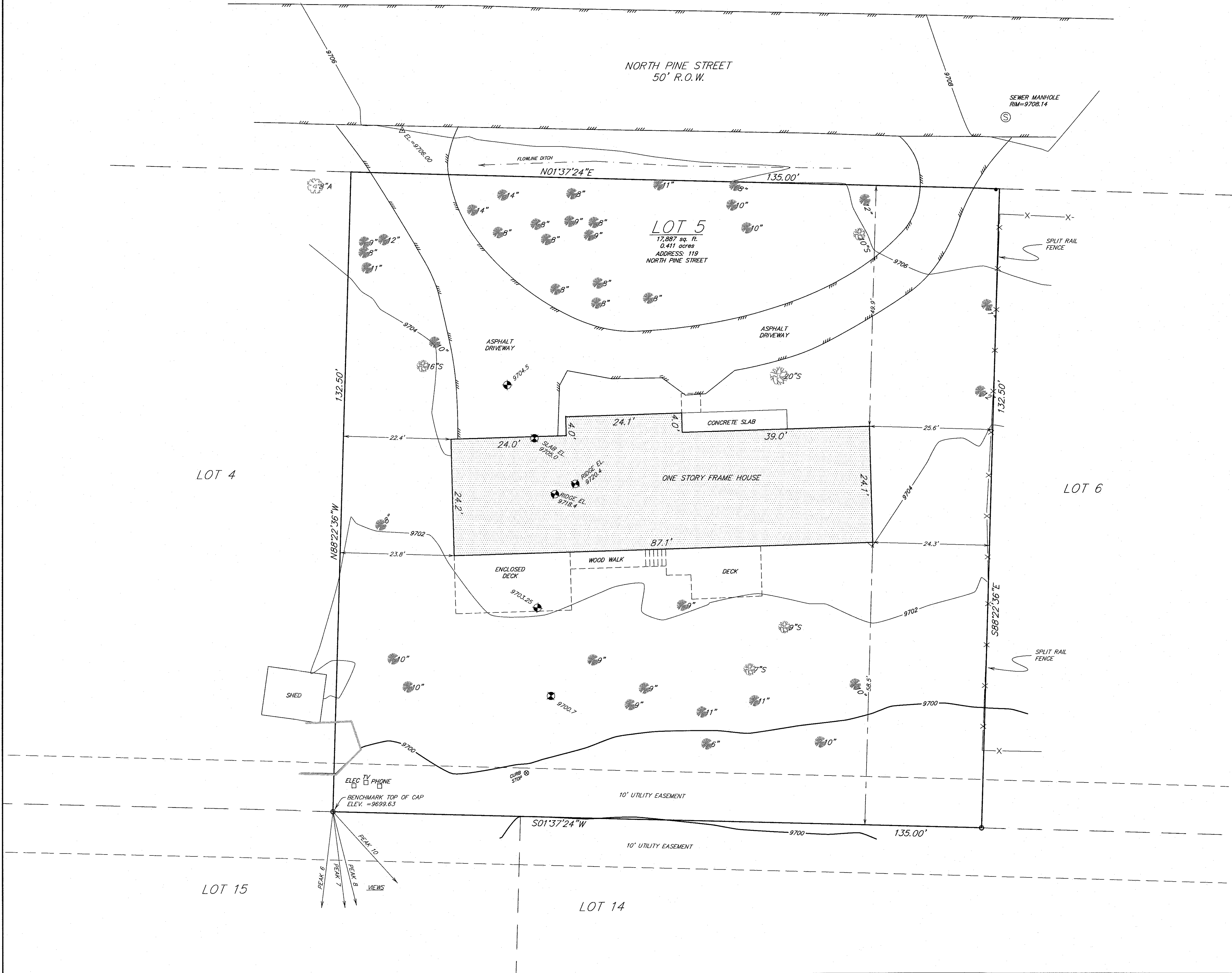
A-0

A TOPOGRAPHIC MAP OF
LOT 5, BLOCK 10, WEISSHORN SUBDIVISION – FILING NO. 2
TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO



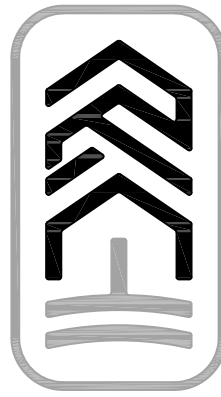
DATE OF TOPOGRAPHIC SURVEY: 07/27/2020
CONTOUR INTERVAL=2 FEET

- LEGEND**
- FOUND #4 REBAR
 - UTILITY PEDESTAL
 - FOUND REBAR & PLASTIC CAP (PLS 37719)
 - ⊙ SEWER MANHOLE
 - SPOT ELEVATION
 - CURB STOP (WATER SERVICE)
 - UTILITY PEDESTAL
 - △ RANDOM SURVEY CONTROL POINT
 - PINE TREE WITH TRUNK DIAMETER
 - SPRUCE TREE WITH TRUNK DIAMETER
 - ASPEN TREE WITH TRUNK DIAMETER



Drawn RRJ/LJK/GAW	Dwg 209721P	Project 20972
Checked RRJ	Date 08/14/2020	Sheet 1 of 1

RANGE WEST
ENGINEERS & SURVEYORS INC.
P.O. Box 589
Silverthorne, CO 80498 970-468-6281



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RANKIN RESIDENCE

Lot 5, Block 10 Weisshorn Sub #2
119 North Pine St, Breckenridge, CO 80424

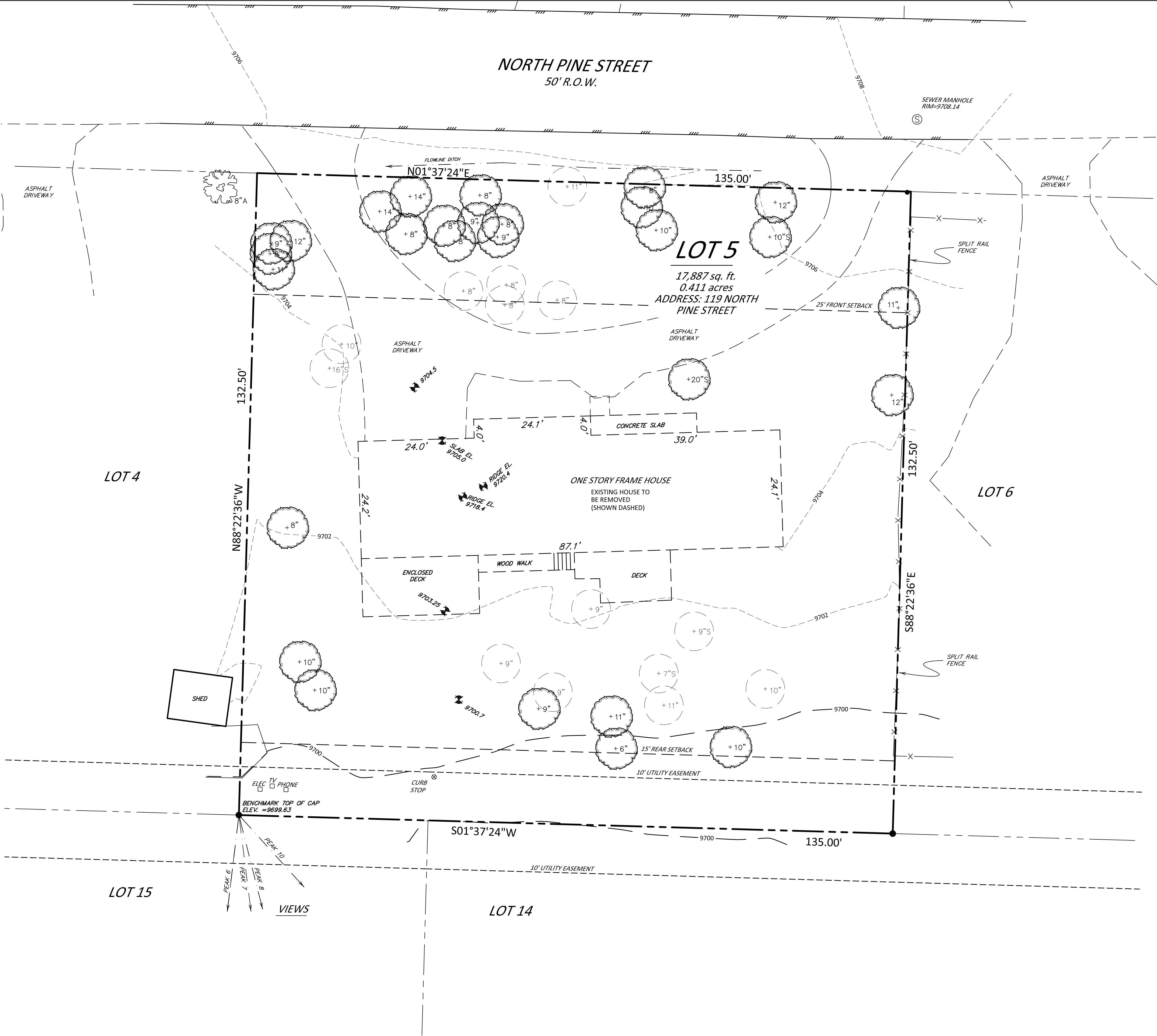
No. Date Revisions

Project No: 2024.16
Stage: TOB CLASS C
Date: 2025-01-08
Scale: 1" = 10'-0"

DRAWING TITLE:
SITE PLAN

DRAWING NO:

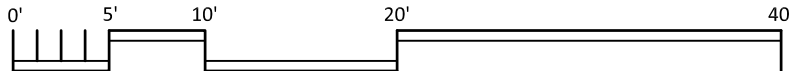
A-0.1



1
A-0.1

EXISTING SITE PLAN

SCALE: 1" = 10'-0"



SITE NOTES

Topographical information obtained from survey by Range West Engineers & Surveyors, Inc. dated August 14, 2020 job #20972. The Contractor shall verify all existing conditions in the field.

Utility locations are shown approximately or existing. Contact appropriate authorities to field locate all utilities prior to excavation.

Contractor shall identify all existing trees, which are specified on the site plan to be retained by erecting temporary fence barriers around the trees to prevent unnecessary root compaction during construction. Construction disturbance shall not occur beyond the fence barriers, and dirt and construction materials or debris shall not be placed on the fencing. The temporary fence barriers are to remain in place until issuance of the certificate of occupancy.

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

Finish grade to provide positive drainage away from building foundation at all areas. Revegetate all disturbed areas per landscape notes. Planting and landscape areas are to be provided by the owner/ contractor. USGS datum per survey.

SITE CALCULATIONS

	SQ. FT.	PERCENTAGE %
BUILDING FOOTPRINT (INCLUDES OVERHANGS)	3,704 SF	20.5%
HARDSCAPE AREAS (DRIVEWAY)	1,880 SF	10.5%
SNOW STACK AREAS 	480 SF	25.5%
OPEN SPACE	12,303 SF	69%
TOTAL LOT SIZE	17,887 SF	100%

BUILDING HEIGHT CALCULATIONS

POINT	ROOF ELEV	NAT. GRADE ELEV	FIN. GRADE ELEV	MEASURED FROM	CALCULATIONS	HEIGHT
A	9,732.21'	9,701.5'	9,701.5'	NAT. ELEV	9,732.21' - 9,701.5'	30.71'
B	9,732.21'	9,705.0'	N/A	NAT. ELEV	9,732.21' - 9,705.0'	27.21'
C	9,732.77'	9,702.0'	N/A	NAT. ELEV	9,732.77' - 9,702.0'	30.77'
D	9,732.77'	9,704.0'	N/A	NAT. ELEV	9,732.77' - 9,704.0'	28.77'

ALLOWED BUILDING HEIGHT = 35.00' PER THE TOWN OF BRECKENRIDGE
PROPOSED BUILDING HEIGHT = 30.77' (HIGHEST - POINT 'C')

BUILDING SETBACKS

Per the Town of Breckenridge Development Code,

25' Front Setback

15' Rear Setback

50' Combined Side Setbacks (40' ABSOLUTE)

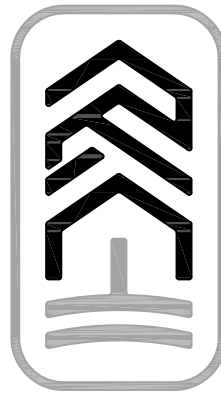
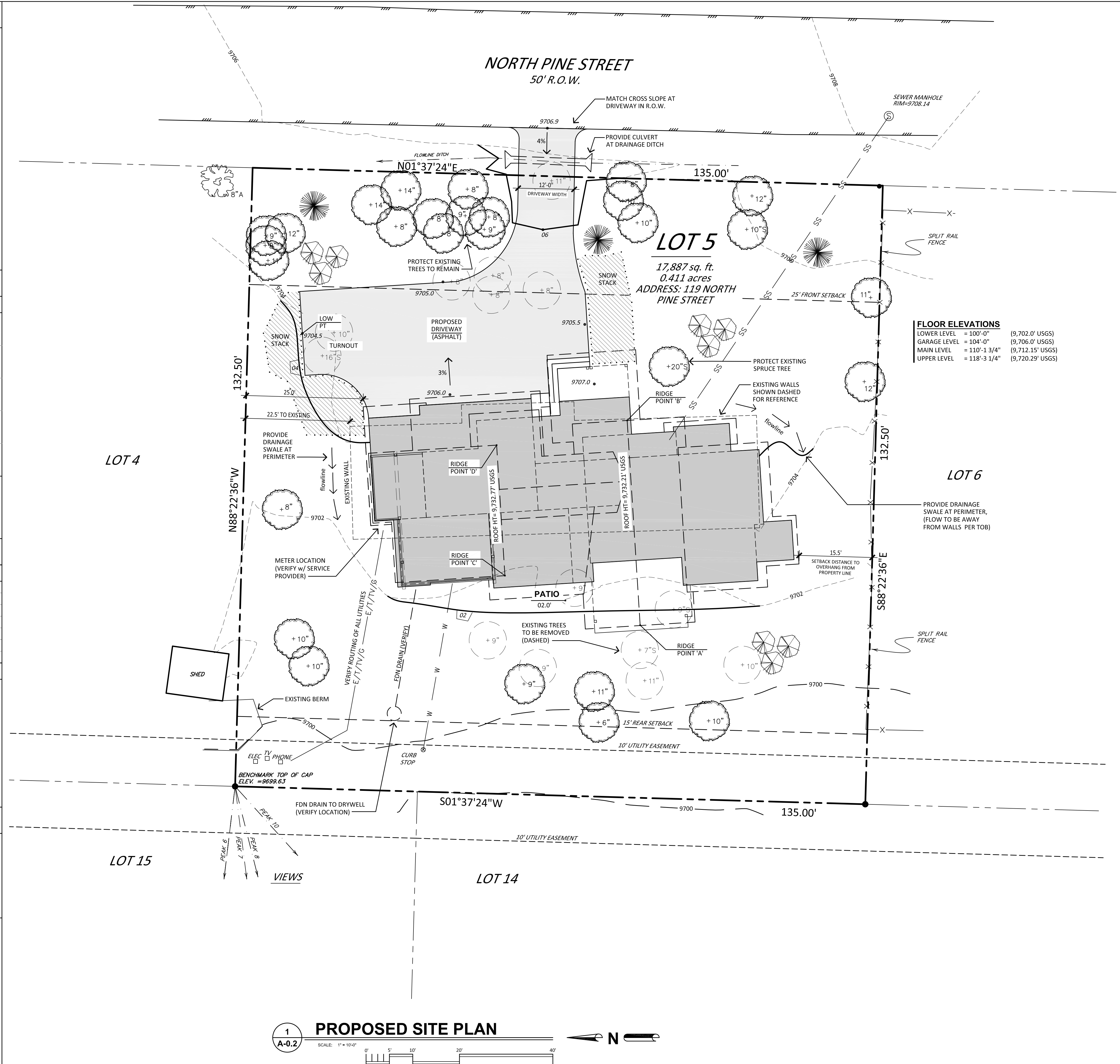
PROPOSED SIDE SETBACKS:

North Setback = 25'

South Setback = 15.5'

40.5' Combined total

(-3 points per TOB development Code)



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RANKIN RESIDENCE

Lot 5, Block 10 Weisshorn Sub #2
119 North Pine St, Breckenridge, CO 80424

No.	Date	Revisions
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Project No:	2024.16
Stage:	TOB CLASS C
Date:	2025-01-08
Scale:	1" = 10'-0"

DRAWING TITLE:

SITE PLAN

DRAWING NO:

A-0.2

LANDSCAPE NOTES

Revegetate all disturbed areas with native short seed mix and 3" of topsoil (min). Slopes greater than 3:1 shall receive erosion control netting.

Locate new plantings to avoid snow stack areas and ice slide 'drip' areas.

An irrigation system may be required for all new landscaping. Provide temporary drip irrigation system for native landscape areas. Irrigation to have moisture sensor devices to prevent over watering.

Trees that are to remain shall be protected with fencing to reduce compaction around tree base and grading changes. Fencing to be located at tree driplines.

Provide Defensible Space as outlined per the Town's requirements.

Provide cobble rock (3"-6" in dia) over weed barrier fabric at roof dripline areas. Provide cobbles around building at a minimum 1'-6" from walls.

All plant materials shall be back filled with equal parts of organic amendments and native soil.

All shrub and tree wells shall receive 3" shredded bark mulch.

All newly planted trees shall be root fed at the time of installation and are to be high altitude grown or collected to ensure better survival.

General Contractor shall provide positive drainage away from all building foundations (min 1:12 slope).

LANDSCAPE LEDGED

SYM	NAME	NO.	SIZE & NOTE
	EXISTING	--	VERIFY ON SITE PLAN
	REMOVE	--	VERIFY ON SITE PLAN
	COLORADO BLUE SPRUCE or ENGELMANN SPRUCE	3	6' TALL
	ASPEN	9	1.5" MIN CAL, 50% MULTI-STEM
	SHRUBS	5	5 GAL.
	BUFFALO JUNIPER	5	5 GAL.
PATTERNS			
	WOOD MULCH AT LANDSCAPE ISLANDS		
	COBBLE RIP RAP, 3 - 4"		
	PROPOSED REVEGETATION AREAS		varied seed mix for 'no-mow' grasses & native wildflowers
	PROPOSED SNOW STORAGE AREAS		
BOULDERS			
	RETAINING WALL/ LANDSCAPING BOULDERS		24" - 48"

TYPICAL LANDSCAPE DETAILS

DECIDUOUS TREE - PRUNE BACK 1/4" ON-SITE SPRAY WITH ANTIDESCANT ACCORDING TO MANUFACTURER'S INSTRUCTIONS - IF FOLIAGE IS PRESENT.

EVERGREEN TREE - GROUND LINE TO BE THE SAME AS EXISTED AT THE NURSERY.

GARDEN HOSE

TURNBUCKLE

3 GLYS OF 10 GAUGE TWISTED WIRE 120" APART - AROUND TREE.

4" SOIL SAUCER

24" X 2" X 2" STAKE DRIVEN FLUSH WITH FINISHED GRADE

EVERGREEN TREE

NOTE: WRAP DECIDUOUS TREES OVER 1" CAL WITH BURLAP OR ASPHALTIC KRINKLE KRAFT TREE WRAP

DOUBLE STRAND OF 10 GAUGE GALVANIZED WIRE TWISTED.

2 1/2" DIA. 10' LONG CEDAR STAKE WITH NOTCHED END (7" EXPOSED) - 2 PER TREE

FOLD BACK BURLAP FROM TOP OF BALL

2" MULCH

BACKFILL WITH TOPSOIL AND PEAT MOSS 3:1 RATIO BY VOLUME IN 9" LAYERS. WATER EACH LAYER UNTIL SETTLED

6" MIN. LOOSEN SUBSOIL

6" FOR PLANTS UP TO 4' HEIGHT MIN. 8" FOR PLANTS OVER 4' HEIGHT MIN.

EQUAL TO TWICE BALL DIAMETER

DECIDUOUS TREE

EXTERIOR BUILDING WALL

6"x5"x20' METAL EDGING OR EQ.

3"-4" DIAMETER STONE RIP RAP

WEED BARRIER FABRIC

SLOPE 1:12 min

18" min.

2' STAKES AS REQ.

FLOW

HAY WADDLE FOR EROSION CONTROL

NATIVE GROUND COVER & PERENNIALS

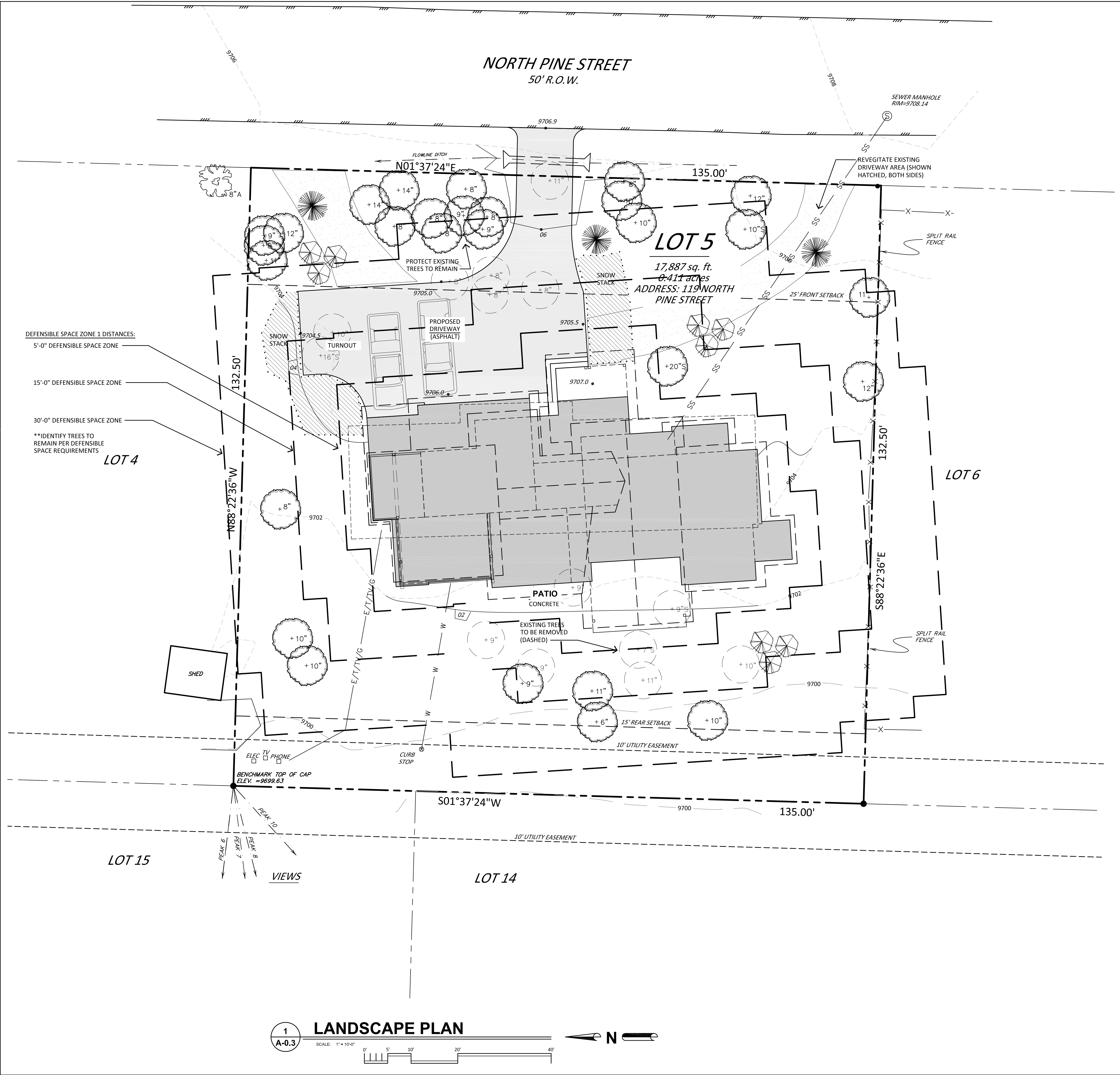
T.O.W VARIES SEE SITE PLAN

PROVIDE ROUND GRANITE BOULDERS VARIED IN SIZE (8" AT BOTTOM - 12" AT TOP). STACK BOULDERS TO PROVIDE MAXIMUM CONTACT AND AS SMALL VOID SPACES AS POSSIBLE.

PROVIDE FREE DRAINING MATERIAL BEHIND WALL PER SOILS REPORT

S.O.W VARIES SEE SITE PLAN

BOULDER WALL DOES NOT NEED TO BE ENGINEERED IF WALL DOES NOT EXCEED 4'-0"



ROOTED ARCHITECTURE

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RANKIN RESIDENCE

Lot 5, Block 10 Weisshorn Sub #2
119 North Pine St, Breckenridge, CO 80424

No.	Date	Revisions

Project No: 2024.16
Stage: TOB CLASS C
Date: 2025-01-08
Scale: 1" = 10'-0"

DRAWING TITLE:
LANDSCAPE PLAN

DRAWING NO:

A-0.3

Page 21 of 197



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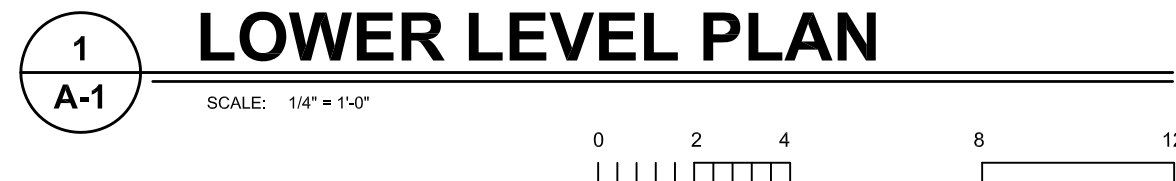
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119 North Pine St, Breckenridge, CO 80424

DRAWING TITLE:

FLOOR PLAN

A-1

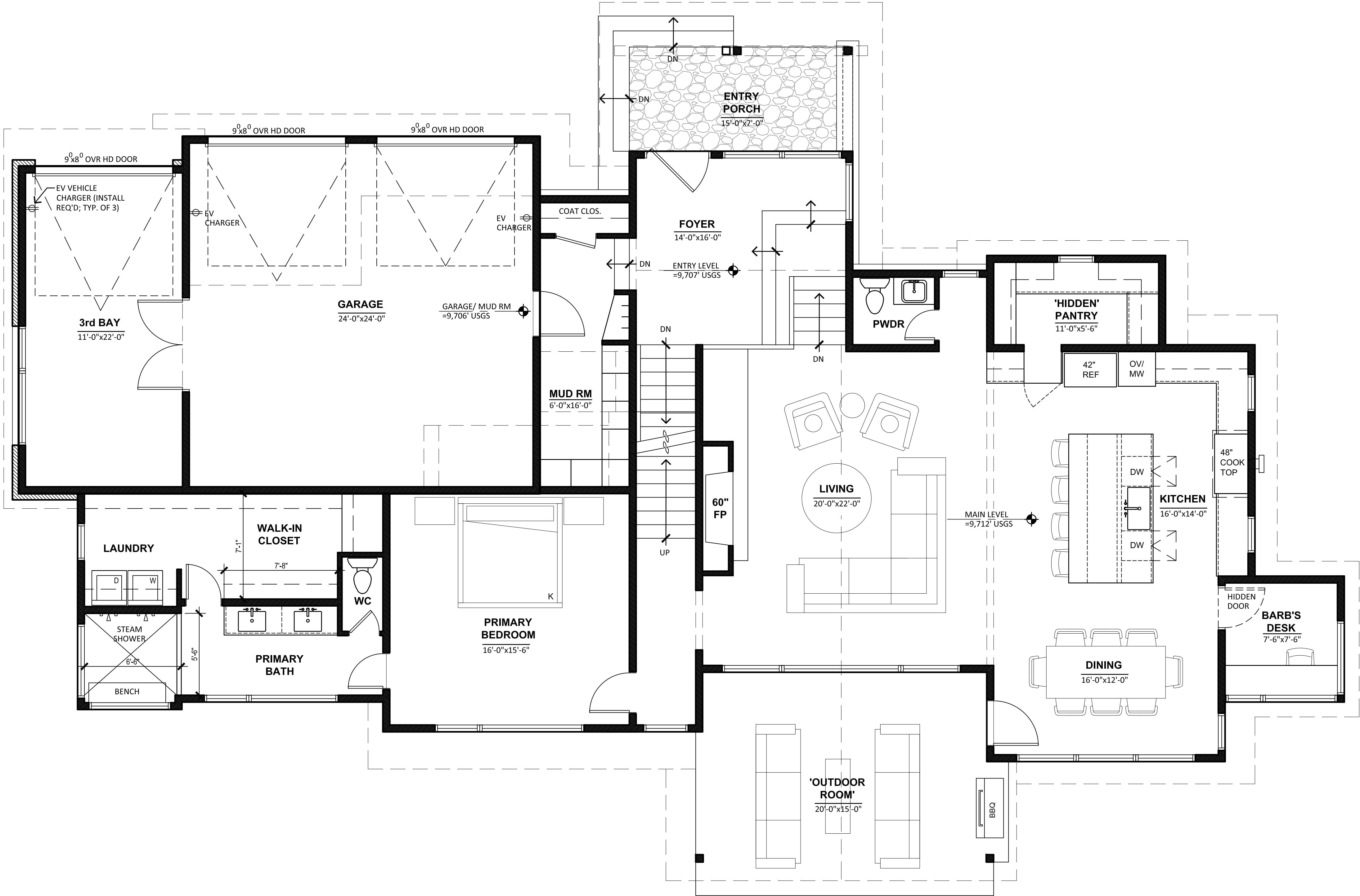


AREA CALCULATIONS

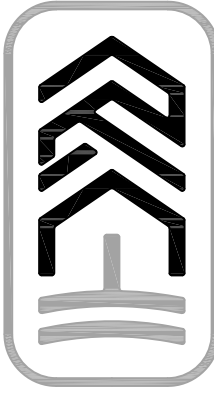
LOWER LEVEL = 1,165 SF
MAIN LEVEL = 2,082 SF
UPPER LEVEL = 401 SF
GARAGE = 818 SF

FINISHED SQ.FT. = 3,648 SF
TOTAL = 4,466 SF

FAR FOR WEISSHORN FILING #2 = 1:4
TOTAL LOT SIZE = 17,887 SF
17,887 / 4 = 4,472 SF ALLOWED 'ABOVE GRADE'
0 SF 'BELOW GRADE' SF CALCULATED
TOTAL SQ.FT. = 4,466 SF TOTAL ABOVE GRADE SF



1 A-2 MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"
0 2 4 8 12



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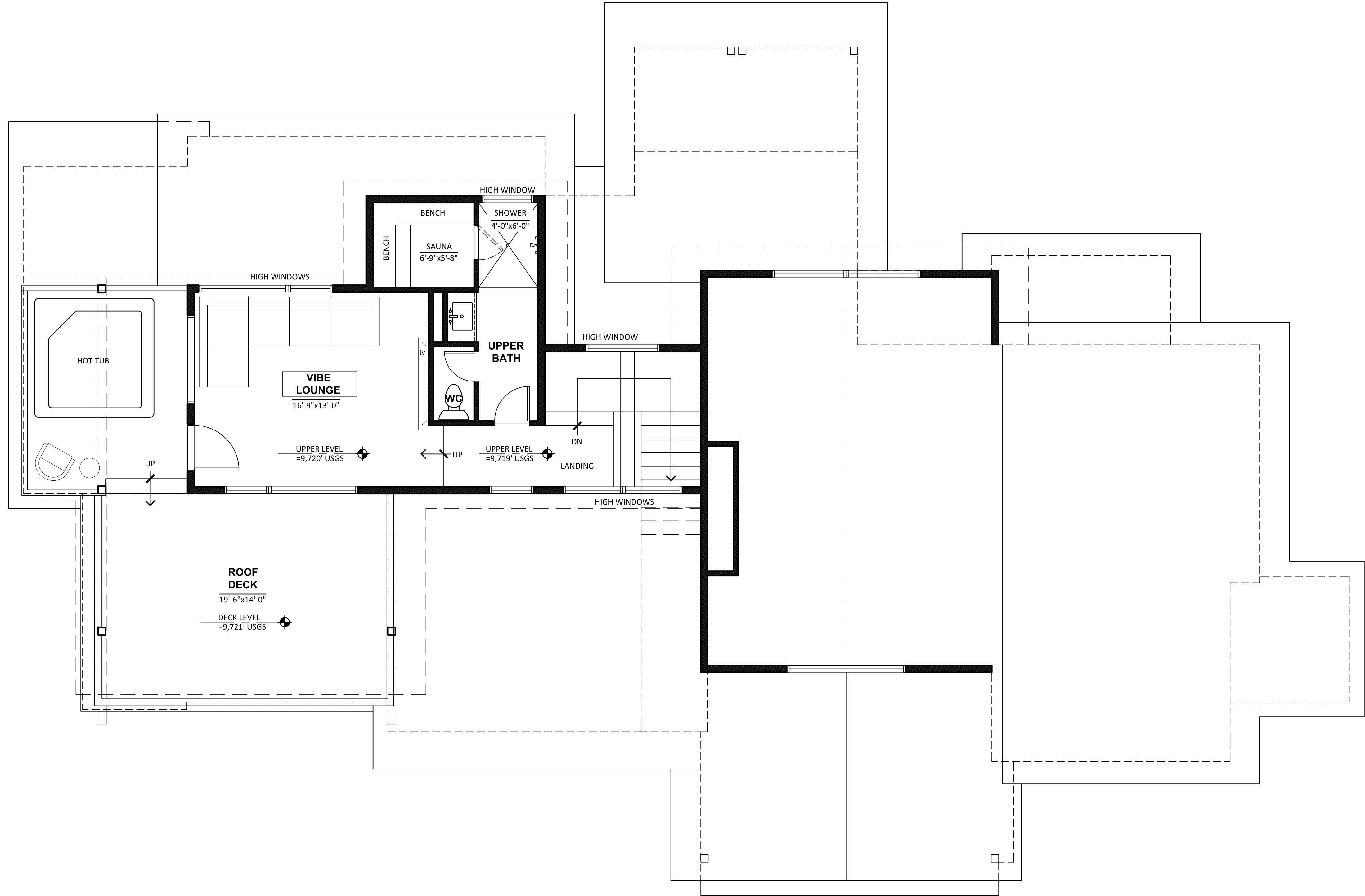
No.	Date	Revisions

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Stage: TOB CLASS C
Date: 2025-01-08
Scale: 1/4" = 1'-0"

DRAWING TITLE:
FLOOR PLAN

DRAWING NO:

A-2

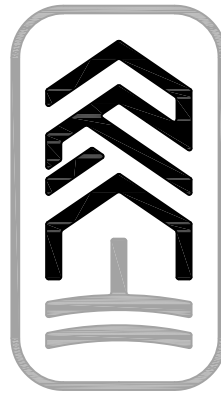


1
A-3

UPPER LEVEL PLAN

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

0 2 4 8 12



ROOTED
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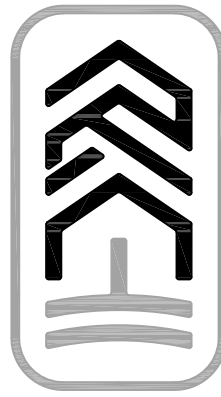
No.	Date	Revisions
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DRAWING TITLE:
FLOOR PLAN

DRAWING NO:

A-3



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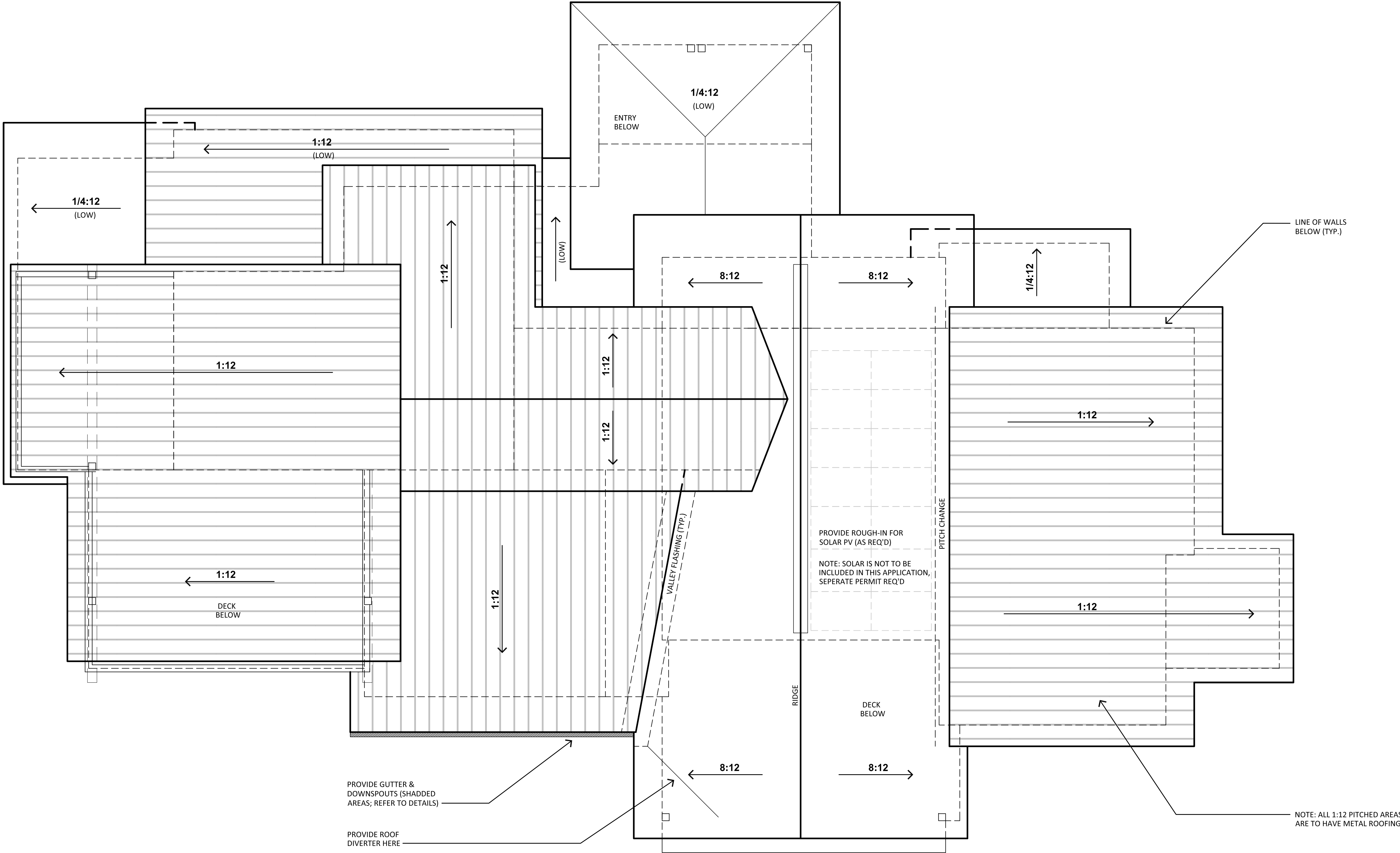
No. Date Revisions

Project No: 2024.16
Stage: TOB CLASS C
Date: 2025-01-08
Scale: 1/4" = 1'-0"

DRAWING TITLE:
ROOF PLAN

DRAWING NO:

A-4

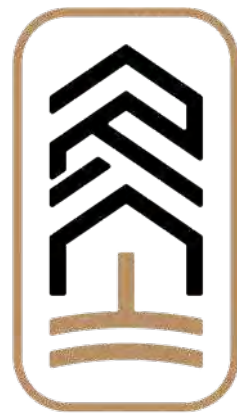


1
A-4

ROOF PLAN

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





ROOTED
ARCHITECTURE

SEAL:

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XXX/XX/XX

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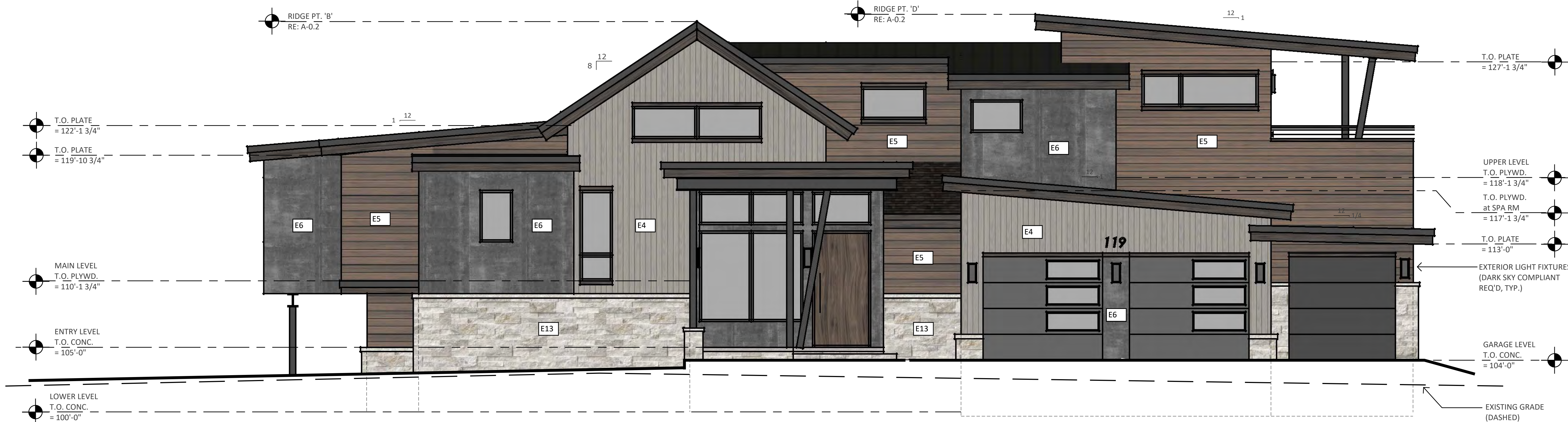
No. Date Revisions

Project No: 2024.16
Stage: TOB CLASS C
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Scale: 1/4" = 1'-0"

DRAWING TITLE:
ELEVATIONS

DRAWING NO:

A-5



ACCENT SIDING E6 CALC.

TOTAL EAST FACADE AREA = 1,825 SF

TOTAL E6, EAST AREA = 334 SF

EAST E6 AREA = APPROX. 18% OF EAST FACADE

1 EAST ELEVATION A-5

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

EXTERIOR MATERIAL SCHEDULE

E1	ASPHALT ROOFING	GAF 50 YR HDZ (CHARCOAL)
E1.2	MTL ROOFING	MBCI STANDING SEAM (BURNISHED SLATE)
E2	MTL. FASCIA TRIM	PRE-FINISHED BLACK METAL
E2.2	WD FASCIA TRIM	2x FASCIA (PER DTL) / SHERWIN WILLIAMS (Charwood) SW 3542
E3	SOFFITS	1x4 CLEAR CEDAR T&G / SHERWIN WILLIAMS (NATURAL CLEAR CEDAR)
E4	VERTIAL SIDING	1x6 CLEAR CEDAR VERT./ SHERWIN WILLIAMS (BEIGE GRAY DB 2102)
E5	HORIZONTAL SIDING	2x8 CLEAR CEDAR HORZ./ SHERWIN WILLIAMS (RIVERWOOD SW 3507)
E6	ACCENT SIDING	ACM Mtl. Panel Siding AL-13 "Acorn Gray"
E7	CORNER TRIM	1" FLASHING TO MATCH MTL. FASCIA E2
E8	DOOR & WNDW CLAD	Weather Shield (Craftsman Bronze)
E9	DOOR & WNDW TRIM	2x, SHERWIN WILLIAMS (RIVERWOOD SW 3507)
E10	BAND/ FREEZE TRIM	2x, SHERWIN WILLIAMS (Charwood) SW 3542
E11	BEAMS	STL. BEAMS/ HIGH PERFORMANCE PAINT (MATTE BLACK)
E12	DECKING	1X EVERGRAIN (AS SELECTED BY OWNER)
E13	STONE VENEER	TELLURIDE STONE CO. (BILTMORE) w/ SANDSTONE CAP, SEALED

NOTES:

IF ANY DISCREPANCIES BETWEEN THIS SCHEDULE AND OTHER CONTRACT DOCUMENTS, THE INFORMATION ON THIS SCHEDULE SHALL TAKE PRECEDENCE.

PROVIDE 2x2 P.T. EMBEDDED NAILERS AT ALL CONCRETE WALLS WITH OVER 12" CONCRETE ABOVE PROPOSED GRADE.

ALL FLASHING, VENTS, FLUES, ROOFTOP MECHANICAL EQUIP, UTILITY BOXES, SHALL BE PAINTED TO MATCH ADJACENT MATERIALS UNLESS OTHERWISE NOTED.

TYPICAL SIDEWALL FLASHING: ICE & WATER SHIELD 30" VERT. UP WALL; WRAP INTO OPENINGS; MTL FLASHING EXPOSED 6" UP WALL; TYPICAL AT ALL SIDEWALL CONDITIONS.

EXTERIOR PAINT & STAIN AREAS TO RECEIVE (2) COATS MINIMUM, PLUS PRIMER COAT.

DECK RAILING:
MTL TOP RAIL w/ MTL
NEWELS & HORIZ
BALLUSTERS (TYP).

MAIN LEVEL
T.O. PLYWD.
= 110'-1 3/4"

EXISTING GRADE
(DASHED)

LOWER LEVEL
T.O. CONC.
= 100'-0"

2 SOUTH ELEVATION A-5

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



ACCENT SIDING E6 CALC.

TOTAL SOUTH FACADE AREA = 820 SF

TOTAL E6, SOUTH AREA = 172 SF

SOUTH E6 AREA = APPROX. 21% OF SOUTH FACADE



ROOTED
ARCHITECTURE

SEAL:

NOT FOR CONSTRUCTION

XXX/XX/XX
DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF THE ARCHITECT. THEY SHALL NOT BE USED, TRANSFERRED, OR SOLD FOR US EXCEPT BY AN AGREEMENT IN WRITING FROM THE ARCHITECT.

RANKIN RESIDENCE
Lot 5, Block 10 Weisshorn Sub #2
1119 North Pine St, Breckenridge, CO 80424

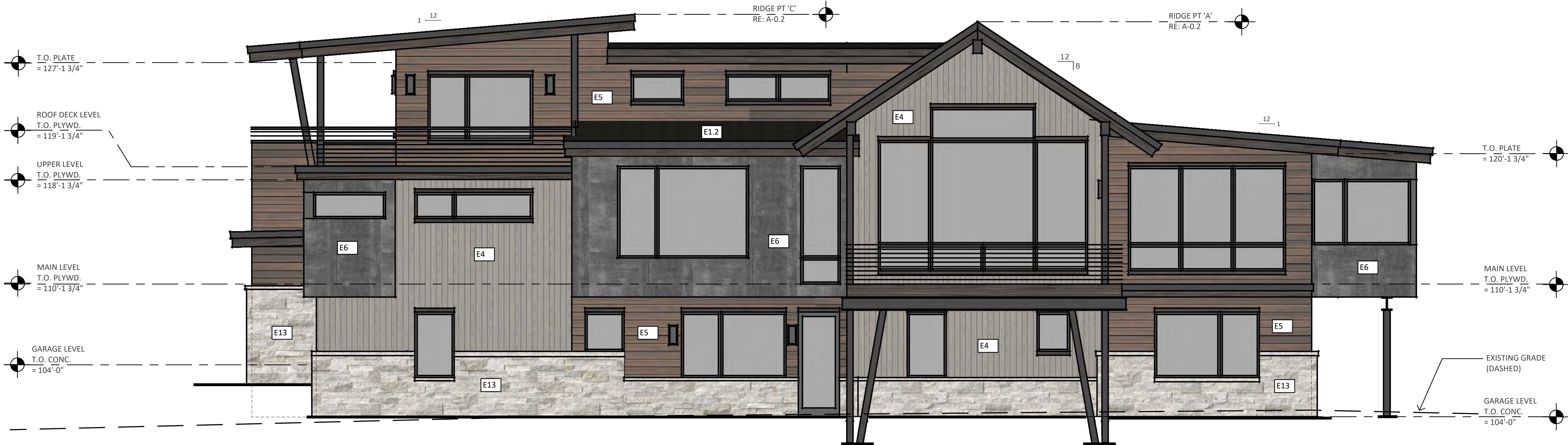
No. Date Revisions

Project No: 2024.16
Stage: TOB CLASS C
Date: 2025-01-08
Scale: 1/4" = 1'-0"

DRAWING TITLE:
ELEVATIONS

DRAWING NO:

A-6



ACCENT SIDING E6 CALC.

TOTAL WEST FACADE AREA = 2,106 SF

TOTAL E6, WEST AREA = 234 SF

WEST E6 AREA = APPROX. 11% OF WEST FACADE

EXTERIOR MATERIAL SCHEDULE

E1	ASPHALT ROOFING	GAF 50 YR HDZ (CHARCOAL)
E1.2	MTL ROOFING	MBCI STANDING SEAM (BURNISHED SLATE)
E2	MTL. FASCIA TRIM	PRE-FINISHED BLACK METAL
E2.2	WD FASCIA TRIM	2x FASCIA (PER DTL) / SHERWIN WILLIAMS (Charwood) SW 3542
E3	SOFFITS	1x4 CLEAR CEDAR T&G / SHERWIN WILLIAMS (NATURAL CLEAR CEDAR)
E4	VERTIAL SIDING	1x6 CLEAR CEDAR VERT./ SHERWIN WILLIAMS (BEIGE GRAY DB 2102)
E5	HORIZONTAL SIDING	2x8 CLEAR CEDAR HORZ./ SHERWIN WILLIAMS (RIVERWOOD SW 3507)
E6	ACCENT SIDING	ACM Mtl. Panel Siding AL-13 "Acorn Gray"
E7	CORNER TRIM	'X' FLASHING TO MATCH MTL. FASCIA E2
E8	DOOR & WNDW CLAD	Weather Shield (Craftsman Bronze)
E9	DOOR & WNDW TRIM	2x, SHERWIN WILLIAMS (RIVERWOOD SW 3507)
E10	BAND/ FREEZE TRIM	2x, SHERWIN WILLIAMS (Charwood) SW 3542
E11	BEAMS	STL. BEAMS/ HIGH PERFORMANCE PAINT (MATTE BLACK)
E12	DECKING	1X EVERGRAIN (AS SELECTED BY OWNER)
E13	STONE VENEER	TELLURIDE STONE CO. (BILTMORE) w/ SANDSTONE CAP, SEALED

NOTES:

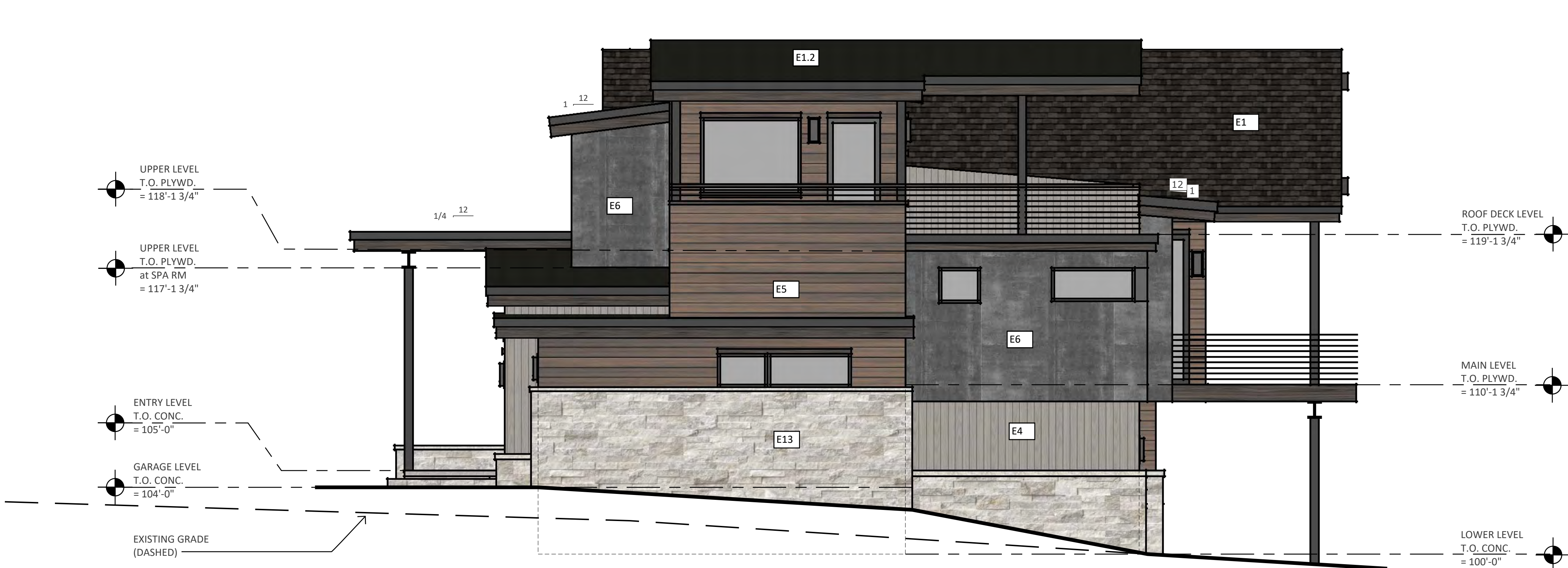
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TYPICAL SIDEWALL FLASHING: ICE & WATER SHIELD 30" VERT. UP WALL; WRAP INTO OPENINGS; MTL FLASHING EXPOSED 6" UP WALL; TYPICAL AT ALL SIDEWALL CONDITIONS.

EXTERIOR PAINT & STAIN AREAS TO RECEIVE (2) COATS MINIMUM, PLUS PRIMER COAT.



ACCENT SIDING E6 CALC.

TOTAL NORTH FACADE AREA = 874 SF

TOTAL E6, NORTH AREA = 167 SF

NORTH E6 AREA = APPROX. 19% OF NORTH FACADE

WEST ELEVATION

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

NORTH ELEVATION

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



3
A-7
SOUTHEAST REAR VIEW
N.T.S.



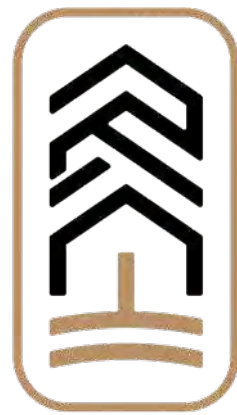
1
A-7
SOUTHWEST ENTRY VIEW
N.T.S.



4
A-7
NORTHWEST REAR VIEW
N.T.S.



2
A-7
NORTHEAST FRONT VIEW
N.T.S.



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ARCHITECTURE

SEAL:

NOT FOR CONSTRUCTION

XXX/XX/XX
DRAWINGS AND SPECIFICATIONS AS
INSTRUMENTS OF SERVICE ARE THE PROPERTY
OF THE ARCHITECT. THEY SHALL NOT BE USED,
TRANSFERRED, OR SOLD FOR US EXCEPT BY AN
AGREEMENT IN WRITING FROM THE ARCHITECT.

RANKIN RESIDENCE
Lot 5, Block 10 Weisshorn Sub #2
119 North Pine St, Breckenridge, CO 80424

No.	Date	Revisions
-----	------	-----------

Project No: 2024.16
Stage: TOB CLASS C
Date: 2025-01-08
Scale: 1/4" = 1'-0"

DRAWING TITLE:
3D VIEWS

DRAWING NO:

A-7

Town of Breckenridge

P.O. Box 168, Breckenridge, Colorado 80424

SINGLE FAMILY RESIDENCE, DUPLEX STRUCTURES OR MAJOR REMODELS OUTSIDE OF THE CONSERVATION DISTRICT

Class C Major Application Fees:

Filing Fee: \$2,170.00

PROJECT	Rankin Residence	PL-2025-
PROPERTY OWNER	Barb & Todd Rankin	
MAILING ADDRESS	PO Box 2415 Breckenridge CO 80424	PHONE No. (970) 406-1809
EMAIL ADDRESS	barb@summitluxuryhome.com	
APPLICANT/AGENT if other than Owner	Rooted Architecture	PHONE No. (970) 485-9003
STREET ADDRESS OF PROPERTY	119 North Pine St	
LEGAL DESCRIPTION	Lot 5, Block 10 Weissborn Sub #2	PRESENT USE OF PROPERTY Existing House

WRITE A SHORT DESCRIPTION OF THE PROPOSAL:

New Single Family 'mountain modern' home with wood siding, natural stone base and composite asphalt shingle roofing. All colors are natural tones, browns and greys to fit within the natural surroundings

SUBMITTAL REQUIREMENTS: One (1) Copy 24" x 36" of any maps, drawings or materials needed to adequately describe the proposal. All drawings and maps shall be to scale. Please include:

- | | | |
|--|---|---|
| ☒ Site Plan (1) | ☒ All Exterior Elevations (existing/proposed) (1) | ☒ Floor Plans (1) |
| ☒ Preliminary Drainage Plan (1) | ☒ Material and Sample board (1) | ☐ Utility Plan (1) |
| ☒ 8.5" x 11" Adobe (.pdf) file of site plan and elevations (1 electronic copy; not to exceed 1 MB total for all files) | | |

SUBMITTAL DEADLINE: This material must be submitted to the Planning Department no later than 9:00 AM Monday, twenty two days before the Planning Commission meeting on which you wish your application to be heard.

I am aware that any decision of the Town staff may be called up by the Planning Commission or Town Council, and any work performed prior to a final decision by the Town Council will be at my own risk. By submitting this application, applicant consents to the Town's staff and elected and appointed officials entering applicant's property for purposes related to the review of this application.

Property Owner's Signature	_____	Date	_____
Applicant/Agent's Signature	<u>TJ</u>	Date	1-08-25
Staff Signature	_____	Date	_____

CLASS C MAJOR

SINGLE FAMILY RESIDENCE, DUPLEX STRUCTURES OR MAJOR REMODELS OUTSIDE OF THE CONSERVATION DISTRICT



ROOTED

ARCHITECTURE

RANKIN RESIDENCE

119 NORTH PINE ST

MATERIALS

COLOR

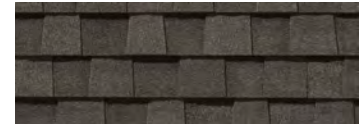
SAMPLE

ROOFING; E1

Composite Asphalt shingles

GAF 50 YR HDZ

'Charcoal'



ROOFING; E1.2

Standing Seam Mtl.

MBCI 'Burnished Slate'



MTL FASCIA TRIM; E2

Pre-Finished Mtl.

Pre-finished Black



WD FASCIA TRIM; E2.2

2x Wood

Sherwin Williams
'Charwood' SW 3542



SOFFITS; E3

1x4 T&G Cedar

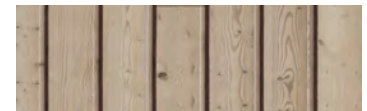
Sherwin Williams
'Clear Cedar' Natural



PRIMARY SIDING; E4

1x6 Cedar Vertical Wood

Sherwin Williams
'Beige Gray' DB 2102



SECONDARY SIDING; E5

2x8 Cedar Horizontal Wood

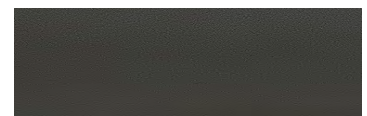
Sherwin Williams
'Riverwood' SW 3507



ACCENT SIDING; E6

Mtl. Panel Siding

ACM Mtl. Panels
AL-13 "Acorn Gray"



DOOR & WINDOW CLAD; E8

Aluminum Clad Wood

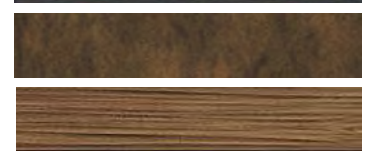
Weather Shield
'Craftsman Bronze'



DOOR & WINDOW TRIM; E9

2x Wood

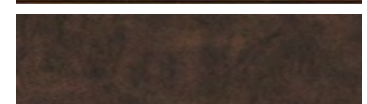
Sherwin Williams
'Riverwood' SW 3507



BAND TRIM; E10

2x Wood

Sherwin Williams
'Charwood' SW 3542



BEAMS & COLS; E11

Steel Beams

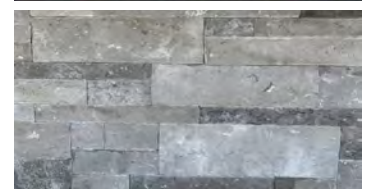
High Performance Paint
'Matte Black'



STONE VENEER; E13

Natural Stone Veneer

Telluride Stone Co.
'Biltmore'

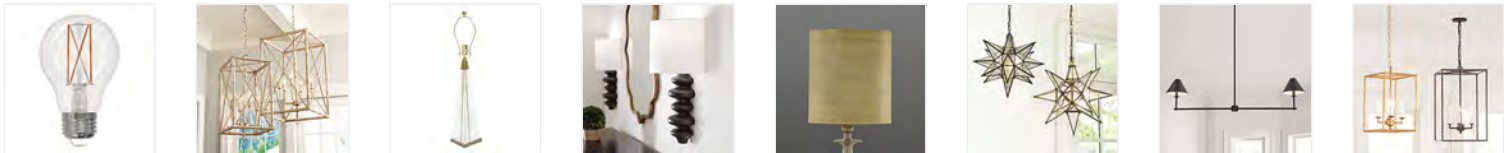




FURNITURE	OUTDOOR	MIRRORS & ART	DECOR & MORE	RUGS & DRAPERY	LIGHTING	BED & BATH	FABRIC	SALE
-----------	---------	---------------	--------------	----------------	----------	------------	--------	------

Home > Lighting > Outdoor Lighting > Jett Outdoor Wall Sconce

Customers Also Viewed



Jett Outdoor Wall Sconce

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SKU#: LO474

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Was \$179.00
Sale \$134.25

Select Style: 2 Light



Style: 2 Light



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Availability:

*EXCLUSIONS APPLY SEE DETAILS

In-stock Usually ships in 1-7 business days.

Was \$179.00

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FURNITURE #myBallardStyle MIRRORS & ART DECOR & MORE RUGS & DRAPERY LIGHTING BED & BATH FABRIC SALE

1

ADD TO CART

♥ Add to Wishlist or Registry ▶

FEATURES

SPECIFICATIONS

SHIPPING INFO

Our sleek Jett Outdoor Wall Sconces bathe pathways, driveways and exterior walls in warm inviting light. The clean modern silhouettes are made of matte black, powder-coated aluminum for a soft glow that illuminates without appearing harsh. The sophisticated look is especially striking in multiples for deck and patio lighting. 1-Light style casts down light only; 2-Light casts light up and down.

Jett Outdoor Wall Sconce features:

- Matte black finish
- Made of aluminum
- Powder coated to resist rust
- Hardwire
- Approved for outdoor use
- Dark Sky-certified to reduce light pollution

1 light style compliant (no light emitted up). 2-light cast not compliant (light emitted up).

Have more questions?



Email a Product Specialist



Free Design Help



Live Chat

REVIEWS

WRITE A REVIEW

Rating Snapshot

Select a row below to filter reviews.

5 ★	1
4 ★	0
3 ★	0
2 ★	0

Planning Commission Staff Report

Subject: Oaxacan Bites - Large Vendor Cart Renewal
(Class B Minor Development Permit application, Combined Hearing; PL-2024-0511)

Proposal: Renewal of the Development Permit for the Oaxacan Bites Large Vendor Cart at 327 N. Main St. There are not any changes proposed to the existing Large Vendor Cart or the Site Plan with this application.

Date: January 29, 2025 (For meeting of February 4, 2025)

Project Manager: Ellie Muncy - Planner I

Applicant: Lisandro Hernandez (Oaxacan Bites)

Property Owner: Snider LLC

Address: 327 N. Main St.

Legal Description: Lot 7B Snider Addition Sub

Land Use District: 11
Residential at 12 Units per Acre (UPA), Commercial at 1:3 Floor to Area Ratio (FAR)

Special Area: Historic District, North Main Transition Character Area

Site Conditions: The existing Large Vendor Cart is located near the southeastern corner of Lot 7B on a small paver patio. The lot slopes gently west towards the Blue River. There is an existing parking lot in the rear of the lot, and a driveway connection to N. Main St. shared by Lots 7A, 7C, and 7D. The site does not contain any notable landscaping or trees, other than a stand of existing Aspen trees on the adjacent lot to the south.

Lot 7B was platted in 1993, as one of four lots in the Snider Lot 7 Subdivision. A shared Access and Utility Easement is shown on the plat, with 7 parking spaces designated to Lot 7B. There is also a 5' Snow Stack Easement on the lot, adjacent to the Access and Utility Easement. A Utility Easement runs north to south on the lot, along the N. Main St. right-of-way. There is a 7' wide Blue River Drainage Easement along the western property boundary, and a 3' Snow Stack Easement along the platted designated parking spaces on the western portion of the lot.

Adjacent Uses: North: Snider Subdivision, Lot 7C (vacant)
South: Jenni Exchange Condo (mixed use)
East: N. Main St.
West: Snider Subdivision, Tract A (Public Open Space), Blue River

Item History

The existing Large Vendor Cart on Lot 7B was previously operated by Stella's Hungry Horse from 2013 to 2016 (approved with PC#2013090 and PL-2016-0605), the Gnarly Shawarma from 2016 to 2019, and Yo Mamma's Tacos Y Burritos from 2019 to 2021 (approved with PL-2019-0561). As of August 2021, the cart is under new ownership and is now operated by Oaxacan Bites.



Staff Comments

Policy 49 (Absolute) Vendor Carts: The proposed vendor cart is 84 sq. ft. in area, so it is classified as a Large Vendor Cart per Section 9-1-5 Definitions because it is over 40 square feet in area. This proposal is reviewed under Policy 49 (Absolute) Vendor Carts and is a renewal of Class B Development Permit PL-2016-0605.

A. Vendor Cart Locations: Large vendor carts and small vendor carts are permitted only in those land use districts where commercial uses are an allowed or recommended land use. **Land Use District 11 allows commercial use.**

B. Vendor Cart General Design Standards: Large vendor carts and small vendor carts are subject to the following general design standards:

(1) General Design Standards Within The Conservation District: The following general design standards apply as indicated to Large Vendor Carts and Small Vendor Carts located within the Conservation District:

a. All Large Vendor Carts and Small Vendor Carts shall be designed to blend in with the existing historic character. This shall be accomplished through the proper use of architecture, materials and site planning. In the Conservation District, Large Vendor Carts shall complement the surrounding building character through the use of high quality materials and detailing. Placing a Large Vendor Carts in an unfinished vacant lot with no site improvements is prohibited.

The vendor cart complements the surrounding building character through the use of wooden 4" reveal horizontal lap siding and a cornice on the primary façade, which are common elements found elsewhere within the Conservation District. The cart is set back a similar distance from the street as the adjacent commercial buildings. The site improvement requirement is met by the existing 500 sq. ft. paver patio.

*b. All large vendor carts and small vendor carts must be constructed of professional quality for use as a food vending cart. **With its lap siding exterior and covered serving counter facing Main St., staff finds the cart is of professional quality, and staff has not received any complaints regarding the cart since it has been in operation.***

*c. All large vendor carts and small vendor carts must be maintained in good working condition with no broken or rusty parts. All exterior materials must be kept clean and in a neat appearance. No rusty or broken metal or chipped or broken wood is allowed. All exposed edges must be finished. All wood details and finishes must be suitable for long wear in an exterior location. All detailing, construction and finishing shall be done in a craftsmanlike manner. **This cart has been kept in good working condition and has been repainted twice in the past six years, including the most recent repainting in November 2019.***

(3) Additional Requirements For All Vendor Carts:

a. Large Vendor Carts: The following additional design and operational standards apply to large vendor carts:

*1. Large vendor carts must be located on private property. **The cart exists entirely on private property owned by Snider LLC.***

*2. Large vendor carts may only sell food and beverages in forms suited for immediate consumption. This shall include hot or cold prepared foods and beverages, and prepackaged food and snacks, whether eaten at the site of sale, or "carry out/to go". Fresh fruits and vegetables may be sold from a large vendor cart in limited amounts if they are normally and customarily eaten in a raw form, but a large vendor cart shall not be used primarily to sell fresh fruits and vegetables. **The applicant proposes to sell Mexican cuisine for immediate consumption.***

3. *The area of a large vendor cart counts as density. The density shall be assessed against the real property on which the vendor cart is located. **The lot size is 8,538 sq. ft. The required FAR is 1:3. 8,538 sq. ft. / 3 = 2,846 sq. ft. The vendor cart is 84 sq. ft., which is below the maximum allowed density.***

4. *Large vendor cart owners shall improve the immediate area around their business through the installation of pavers, landscaping, awnings, and/or small decks to help the vendor carts to look less temporary, and to blend into the surrounding character. Where the surrounding area is already improved with such finishes as listed above, this requirement may be waived by the planning commission. **The cart is located on an existing 500 sq. ft. paver patio.***

5. *The maximum size of a large vendor cart is one hundred (100) square feet. **The existing cart is 84 sq. ft.***

6. *The maximum height of a large vendor cart is ten feet (10'). The height of the cart shall be measured vertically from the ground to the highest point of the cart including signage or other equipment, if any. **The existing cart is 10' tall at its highest point.***

7. *If a large vendor cart is connected to the town's municipal water system, the owner must pay water plant investment fees for the vendor cart. If a large vendor cart is connected to the town's municipal water system, it must also be connected to the public sanitation system. **The vendor cart is not connected to the town's municipal water system.***

8. *If a large vendor cart uses a commissary kitchen, the commissary kitchen must be identified on the vendor cart permit application, and any applicable water plant investment fees must be paid by the owner of the commissary kitchen. If the commissary kitchen changes during the term of the permit, the large vendor cart permit holder must notify the director within ten (10) days of the date of the change. **The applicant uses the commissary kitchen at their restaurant in Frisco, Cielo Oaxaca located at 857 Summit Boulevard.***

9. *Siding and other compatible materials used on a large vendor cart must wrap all sides of the vendor cart. **The cart has 4" reveal painted horizontal wood siding on all four sides.***

10. *Exterior colors used on a large vendor cart must meet the town's color chroma palette. The color of all large vending carts shall be selected from the "Munsell Book Of Color" on file with the community development department. The maximum chroma for the exterior of a large vending cart shall be 4 (unless red or yellow are used, then a maximum chroma of 6) and a maximum value of 6. **Staff approved a Class D Minor Development Permit application in November 2019 for the repainting of the cart (body: gold, trim: light magenta), and the cart has since been repainted in those colors. The approved colors comply with the chroma values of this Policy.***

11. All signs for a large vendor cart shall be subject to the Breckenridge sign code. One permanent freestanding sign is allowed for a large vendor cart, unless otherwise prohibited by the Breckenridge sign code. **There are no proposed changes to the existing signage that was previously approved through a separate Sign Permit. Any additional signage will be required to be reviewed with a separate Sign Permit application.**

12. Generators are prohibited for large vendor carts, except for use as an emergency source of power when the permanent source of power to the large vendor cart is temporarily unavailable. **The cart has electric service provided directly from Xcel Energy, and is not proposed to have a generator.**

13. If a large vendor cart has wheels, the wheels shall be permanently screened with a skirting design architecturally compatible with the exterior of the cart. **The wheels are permanently screened with the horizontal siding used on all four sides of the vendor cart.**

14. Any trailer hitch on a large vendor cart must be removed or completely covered from view. **The trailer hitch is completely covered from view.**

15. Owners of large vendor carts must obtain and maintain in full force and effect throughout the permit a valid Town of Breckenridge business license. **The owner has a valid business license.**

16. Large vendor carts must be windproof, waterproof and locked when not in operation. **The cart is windproof, waterproof, and locked when not in operation.**

17. Outdoor seating for a large vendor cart is limited to a maximum of twelve (12) seats and three (3) tables. **The existing operation has three (3) picnic tables.**

18. The operator of a large vendor cart shall comply with all applicable health regulations with respect to the operation of the large vendor cart. **The cart has been approved by Summit County Environmental Health.**

Policy 18 (Absolute) Parking: *Off Street Parking: All developments within the town shall comply with chapter 3, "Off Street Parking Regulations", of this title.*

Restaurants are required to have 3.5 parking spaces for every 1,000 sq. ft. of restaurant area. At 84 sq. ft., the cart is required to have one (1) parking space ($84 \text{ sq. ft.} / 1,000 = 0.084$. $0.084 \times 3.5 \text{ spaces} = 0.294 \text{ spaces}$, which rounds up to 1 space). There are seven (7) parking spaces available to Lot 7B on site; which exceeds the minimum parking requirement by six (6) spaces. The applicant's site plan shows parking spaces immediately adjacent to the cart (north of patio), however these spaces are not paved as required per Town Code, so staff has added a Condition of Approval that all parking shall occur on paved 9' x 18' spaces.

Point Analysis

The proposal meets the requirements of Policy 49 (Absolute) Vendor Carts and all other Absolute Policies. Staff has not found any reason to assign positive or negative points under any Relative Policies.

Staff Recommendation

The Community Development Dept. recommends approval of the Large Vendor Cart Renewal (PL-2024-0511) located at 327 N. Main St. with a passing point analysis of zero (0) points, along with the attached Findings and Conditions of Approval.

TOWN OF BRECKENRIDGE

Oaxacan Bites - Large Vendor Cart Renewal
Lot 7B, Snider Subdivision
327 North Main Street
PL-2024-0511

FINDINGS

1. The proposed project is in accord with the Development Code and does not propose any prohibited use.
2. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
4. This approval is based on the staff report dated **January 29, 2025**, and findings made by the Planning Commission with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on **February 4, 2025**, as to the nature of the project. In addition to Commission minutes, the audio of the meetings of the Commission are recorded.
6. The issues involved in the proposed project are such that no useful purpose would be served by requiring two separate hearings.

CONDITIONS

7. **A development permit for a large vendor cart issued pursuant to this policy shall be valid for three (3) years, until February 11, 2028, as provided in Section 9-1-17-8 of the Town's Development Code, and may be renewed.**
8. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
9. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop order requiring the cessation of work, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.
10. The terms and conditions of this permit are in compliance with the statements of the staff report and applicant made in their application.
11. Applicant shall meet 9-1-19-49A: Policy 49 (Absolute) Vendor Carts.
12. The development project approved by this Permit must be constructed and remain in accordance with the plans and specifications, which were approved by the Town in connection with the Development Permit application. Any operational or material deviation from the approved plans and specifications without Town approval as a modification may result in the Town legal action under the Town's development regulations.
13. All parking related to the operation of the Large Vendor Cart shall occur on paved 9' x 18' (minimum) parking spaces.

14. The applicant shall obtain and maintain in full force and effect throughout the permit a valid Town of Breckenridge business license.
15. The applicant shall obtain all required permits and inspections from Summit County Environmental Health.
16. Exterior lighting shall be reviewed through a separate permit and conform with the Town's lighting Policy.
17. A separate Sign Permit is required for any signage to be displayed by this Large Vendor Cart.
18. Applicant shall screen any propane tank in a manner approved by the Town per the Development Code.
19. Applicant shall remove the Vendor Cart and all associated improvements once the Vendor Cart stops operating for a period of 6 months or the permit expires, whichever is sooner.

Planning Commission Staff Report

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

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

Date: January 29, 2025 (For meeting of February 4, 2025)

Project Manager: Amelia Brackett - Planner III

Applicant/Owner: BGV Partners Entrada, LLC

Architect: DTJ Design

Address: 11030 State Highway 9

Legal Description: Tract A2 of the Entrada at Breckenridge Subdivision

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

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

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

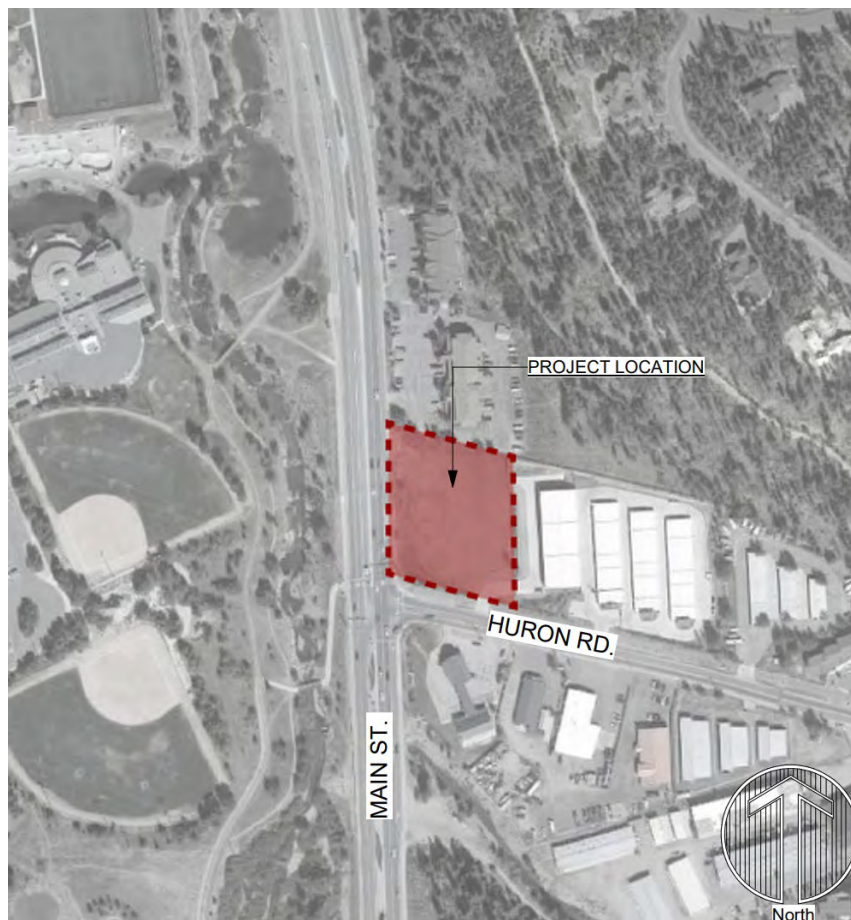


Figure 1. Vicinity map with subject property in red.

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

Density:

Allowed:	
Per LUD 5	17,040 sq. ft. (14.2 SFEs)
Adjusted Bonus Per Policy 3:	19,596 sq. ft. (16.33 SFEs)
(115% bonus for 100% employee housing)	
Proposed Total Sq. Ft.:	31,461 sq. ft.
Adjusted Exclusion Per Policy 3:	28,215 sq. ft. (23.6 SFEs)
(10% exclusion for employee housing)	

Additional Density Allowances Per Development & Annexation Agreements:
 Max. additional via density transfer, as needed 15 SFEs

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

Height:	Recommended:	2 stories (26') max. per LUD 5	
	Additional Building Height Allowances Per Development & Annexation Agreements:	3.5 stories (44')	
		(Points waived for being over 1 story above LUD 5, as long as south façade reads as 2 stories and north reads as 2.5-3 stories, and no greater than 1.5 stories above 26')	
	Proposed:	38'-7 ¾" (see Building Height for discussion on appearance)	
Lot Coverage:	Building Area:	11,142 sq. ft.	18.07%
	Hardscape:	33,725 sq. ft.	54.70%
	Open Space:	16,788 sq. ft.	27.23%*
	Total Lot Area:	61,655 sq. ft.	100%
	*A waiver was granted to allow for as little as 20% open space per the Annexation Agreement.		
Parking:	Required:	60 spaces min. (1.5 per unit min.) 66 spaces max. (1.65 per unit max.)	
	Proposed:	60 spaces	
Snow Storage:	Required:	7,113 sq. ft. (25%)	
	Proposed:	7,117 sq. ft. (25%)	
Setbacks:	Relative (Recommended):	Front:	10 ft.
		Side:	3 ft.
		Rear:	10 ft.
	Proposed:	Front:	>10 ft.
		Side:	>3 ft.
		Side:	>3 ft.
		Rear:	>10 ft.

Item Background

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

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

location. The fit test design had similar exterior materials and massing, though the south and north elevations, floor plan, and window arrangement have undergone substantive changes.

Staff Comments

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

Density/Intensity, 3/A & 3R:

The maximum allowed density for the subject property, per the Development and Annexation Agreements, is 29.2 Single Family Equivalents (SFEs), achieved through a density transfer from the Gondola Lot Master Plan. The proposal is for 23.6 SFEs, which is below the maximum for the property.

The proposed density of 23.6 SFEs was calculated as follows:

- LUD 5 allows for 14.2 SFEs, or 17,040 square feet.
- Given that the subject property is proposed as 100% employee housing, it is eligible for the bonus in Policy 3, allowing up to 115% of max. density. With the bonus, the maximum density equals 16.33 SFEs, or 19,596 square feet.
- The proposed square footage, prior to any adjustments under Policy 3, is 31,461 square feet.
- Given that the subject property is proposed as employee housing, 10% of its square footage is exempt from density calculations. The adjusted total density therefore becomes 23.6 SFEs, or 28,215 square feet.
- Note that the additional SFEs above 14.2 will be transferred via a Restrictive Covenant and Deed Restriction as part of the development process for the project, as contemplated in the Development Agreement.
- In addition to the allowances, bonuses, and adjustments above, the Annexation Agreement waives points for density above the allowed provided that the total additional density is between 40.1% and 50% over the LUD 5 maximum. The proposal of 28,215 square feet is approximately 44% above the allowed density (the allowed density being the LUD 5 density plus the Policy 3 bonus).

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

Architectural Compatibility, 5A & 5R:





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

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

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

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

Building Height, 6/A & 6/R:

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

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

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

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

The multi-family building is located in the center of the property, with parking on the east and west sides, a drive aisle on the north, and a combination of separate site access, pedestrian walkways, and private open space on the south. Landscape buffers are provided along the west and south property lines, with a six-foot (6') fence proposed along the north property line and an existing fence along the east property line. The Annexation Agreement states that the need to provide emergency services and the size of the lot impacts the available space for buffering along the northern and eastern property lines. With respect to that limitation, the Agreement stipulates that shrubs, a berm, or fencing be provided along the northern boundary in lieu of more robust landscaped buffering. Elevations of the fencing will be provided at a future hearing to ensure they meet the Agreement's design requirements. Given the low-impact commercial and mixed uses on the adjacent properties, and the allowances in the Annexation Agreement for decreased buffering and the use of fencing to the north and east, staff is not concerned about providing additional buffering between the adjacent properties and the subject property beyond what is proposed.

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

Internal Circulation, 16/A & 16/R and External Circulation, 17/A: The proposed circulation design is consistent with the conceptual plans submitted during the Annexation and Development Agreement negotiations and previous Planning Commission fit test. Vehicular site access is provided from Highway 9 through an entrance at the northeast corner of the site. Only emergency vehicular access will be permitted through an existing curb-cut at the southwest corner of the lot due to its close proximity to the intersection of Highway 9 and Huron Road. Bollards are proposed to prevent vehicles entering at this point. The Engineering Division has reviewed the proposal to confirm the project aligns with all Engineering standards and follows any waivers specified in the development agreement. Engineering and planning staff requested turn radius diagrams to ensure adequate circulation for residents' vehicles, trash/recycling trucks, and plowing. The applicant will provide documents for staff to review prior to a future hearing. Additionally, the applicants will be required to obtain a Colorado Department of Transportation access permit prior to receiving a building permit.

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

Landscaping, 22/A & 22/R:

The site plan includes landscape buffering around all four sides of the property and two sides of the building (north and south). The Annexation Agreement allows for reducing buffering along the north and east property lines, as described above, and the landscape plan reflects that limitation and allowance. There are clusters of deciduous trees and shrubs on the northeast and northwest corners of the property and in clusters along the eastern boundary. The majority of proposed plantings are in large clusters on the south and southwest corner of the property. These include evergreen and deciduous plantings to provide some buffering from the intersection year-round. Engineering and planning staff will continue to work with the applicant to ensure that the plantings do not interfere with plans for water lines and utilities prior to Final Hearing.

Open Space, 21/R:

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

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

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

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

The proposed snow storage meets the requirement to provide storage at least 25% of the total hardscape to be plowed or shoveled. The larger area for storage is at the northeast corner of the property, with smaller areas around the perimeter of the property and the building. The proposed plan responds to staff comments regarding the accessibility and circulation for snow plowing and storing. Engineering and planning staff will continue to work with the applicant to ensure that the proposed snow storage is functional ahead of the Final Hearing.

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

The Annexation Agreement stipulates that fencing is allowed as a buffer along the northern property line given the lot size constraints and requirements to provide emergency access. The proposal includes a six-foot (6') fence along the northern boundary. No other fencing is proposed. Elevations will be provided at a future hearing to ensure the proposal meets the Annexation Agreement's design requirements.

Point Analysis

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

Questions for the Commission

1. Does the Commission agree that the proposed overall design is architectural compatibility with the Code and the Annexation and Development Agreements?
2. Does the Commission agree that the proposed north facade reads as two-and-a-half to three (2.5-3) stories and that the proposed south facade reads as two (2) stories, as allowed in the Annexation Agreement?
3. Does the Commission agree that the proposed buffering (fencing and landscaping) is sufficient, considering the allowances for reduced buffering in the Annexation Agreement?
4. Does the Commission agree with the staff recommended preliminary point analysis?
5. Does the Commission have additional comments?

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

Class A Prelim Hearing Point Analysis				
Project:	BGV Entrada Parcel 7 Employee Housing	Positive	Points	0
PL:	PL-2024-0500		>0	
Date:	2/4/2025	Negative	Points	0
Staff:	Amelia Brackett - Planner III		<0	
		Total	Allocation:	0
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		Total proposed density is 23.6 SFEs. This is below the maximum allowance of 29.2 SFEs in the Development and Annexation Agreements. The 23.6 SFE calculation takes into account all relevant bonuses and square footage regulations in Policy 3.
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		Annexation Agreement contemplates modular building and non-natural materials as long as fiber cement is used for siding and natural wood trim is used for windows. Proposal meets requirements of Agreement and therefore does not warrant negative points.
6/A	Building Height	Complies		LUD 5 recommends max. height of 2 stories (26'). Annexation Agreement allows max. height of 1 - 1.5 stories over the max. allowed, provided that south façade reads max. 2 stories and north façade reads max. 2.5-3 stories, and the overall height is no greater than 1.5 stories about the LUD 5 max. Proposal meets these requirements by providing a max height of 38' 7 3/4" where 44' is required and presenting facades as stated in agreement.
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		Annexation Agreement waives points for height above maximum recommended height in LUD 5 of 2 stories as long as Agreement stipulations are met: no greater than 3.5 stories overall, with north side presenting as 2.5 or 3 stories max and south side presenting as 2 stories. Proposal meets requirements of Agreement and therefore does not warrant negative points.
6/R	Density in roof structure	1x(+1/-1)		
	For all Single Family and Duplex/Multi-family Units outside the Conservation District			
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		Annexation Agreement waives negative points for lack of buffering along north and east perimeters to make room on the constrained site for emergency services. Requires providing fencing and/or landscaping. Fence proposed along north perimeter with elevations to come at Final Hearing. Property to east has existing perimeter fence.

7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		There are no retaining walls proposed. The site plan references "retaining walls" that are landscape walls to provide protection and privacy of lower-level apartments from parking lot. Final plan set will include proposed material.
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	Complies		No signs are proposed or approved through this Class A Process.
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		Recommended: 1,573 sq. ft. (5%) Proposed: 2,020 sq. ft. (6%)
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies		Chapter 3 requirement for 1+ bedroom units is 1.5 spaces minimum per unit and 1.65 spaces maximum. 60 is above the minimum and below the maximum for 40 units.
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		Annexation Agreement allows minimum of 20% open space. Proposal includes 27.23%. Proposal meets requirements of Agreement and therefore does not warrant negative points.
21/R		3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/A	Social Community / Above Ground Density 12 UPA	(-3>-18)		
24/A	Social Community / Above Ground Density 10 UPA	(-3>-6)		
24/R	Social Community - Employee Housing	1x(-10/+10)		100% of project density is deed-restricted employee housing to fulfill requirements of the Annexation Agreement. The units are not eligible for positive points because they are required by the agreement.
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Primary Structures - Historic Preservation/Restoration - Benefit	+1/3/6/9/12		
24/R	Social Community - Secondary Structures - Historic Preservation/Restoration - Benefit	+1/2/3		

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

37/R	Special Areas - Community Entrance	4x(-2/0)		
37/R	Special Areas - Individual Sites	3x(-2/+2)		
37/R	Special Areas - Blue River	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
38.5/A	Home Childcare Businesses	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		Exterior lighting information will be submitted at the building permit application.
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		Annexation Agreement allows fencing for the purposes of buffering. Proposal includes fence on norther perimeter. Elevations to be submtited at Final Hearing.
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		
50/A	Wireless Communications Facilities	Complies		

ENTRADA WORKFORCE HOUSING / PARCEL 7

TRACT A2, ENTRADA AT BRECKENRIDGE

11030 HIGHWAY 9 BRECKENRIDGE, CO

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

NOVEMBER 22, 2024

CONCEPTUAL RENDERING



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

PROJECT INFORMATION

ADDRESS: 11030 HIGHWAY 9, BRECKENRIDGE, CO

LAND USE DISTRICT: DISTRICT 5

LEGAL DESCRIPTION: TRACT A2

SIGNATURE BLOCK

Upon the issuance of a development permit by the town of Breckenridge, this site plan shall be binding upon the applicant, and the applicant's successors and assigns, until such time as the town has issued a final certificate of occupancy or a certificate of compliance. Prior to the issuance of a final certificate of occupancy or certificate of compliance, this plan shall limit and control the issuance and validity of all building permits, and shall restrict and limit the construction location, use, occupancy and operation of all land and structures within this plan to all conditions, requirements, locations and limitations set forth herein and in the development permit for this site. Abandonment, withdrawal or amendment of this plan may be permitted only in accordance with the Breckenridge Development Code. This document represents the understanding between the applicant and the town of Breckenridge with regard to development rights and density remaining on this site.

PROJECT DIRECTORY

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

SHEET INDEX

NUMBER	NAME
GENERAL	
G000	COVER
CIVIL	
C100	EXISTING CONDITIONS PLAN
C103	CIVIL SITE PLAN
C104	GRADING AND DRAINAGE PLAN
C105	COMPOSITE UTILITY PLAN
C500	CIVIL DETAILS
EX-A	REFUSE TRUCK TURNING MOVEMENT EXHIBIT
LANDSCAPE	
L100	LANDSCAPE SITE PLAN
L101	LOT COVERAGE PLAN
L102	CIRCULATION DIAGRAM
L103	SNOW MANAGEMENT DIAGRAM
L104	EXIST. TREE MANAGEMENT
L200	PROPOSED LANDSCAPE PLAN
L201	PLANT SCHEDULE
L300	ILLUSTRATIVE SITE PLAN
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A006	SOLAR STUDY
A100	LOWER LEVEL PLAN
A101	MAIN LEVEL PLAN
A102	UPPER LEVEL PLAN
A103	ROOF PLAN
A200	ELEVATIONS
A201	ELEVATIONS
A202	TRASH ENCLOSURE ELEVATIONS & PLAN
A800	SITE PHOTOS
A801	SITE PANORAMIC RENDERINGS

VICINITY MAP



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

DTJ DESIGN, Inc.
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ENTRADA WORKFORCE HOUSING / PARCEL 7

TRACT A2, ENTRADA AT BRECKENRIDGE

11030 HIGHWAY 9 BRECKENRIDGE, CO

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

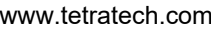
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PROJECT NO: 2022063.21
ISSUE DATE: 11/22/2024
REVISIONS:
1 01/24/2025

SHEET TITLE:

COVER

SHEET NUMBER

G000



PRELIMINARY CLASS A SITE PLAN SUBMITTAL

SHEET NUMBER

Page 53 of 19



TRACT A2, ENTRADA AT BRECKENRIDGE

11030 HIGHWAY 9 BRECKENRIDGE, CO

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

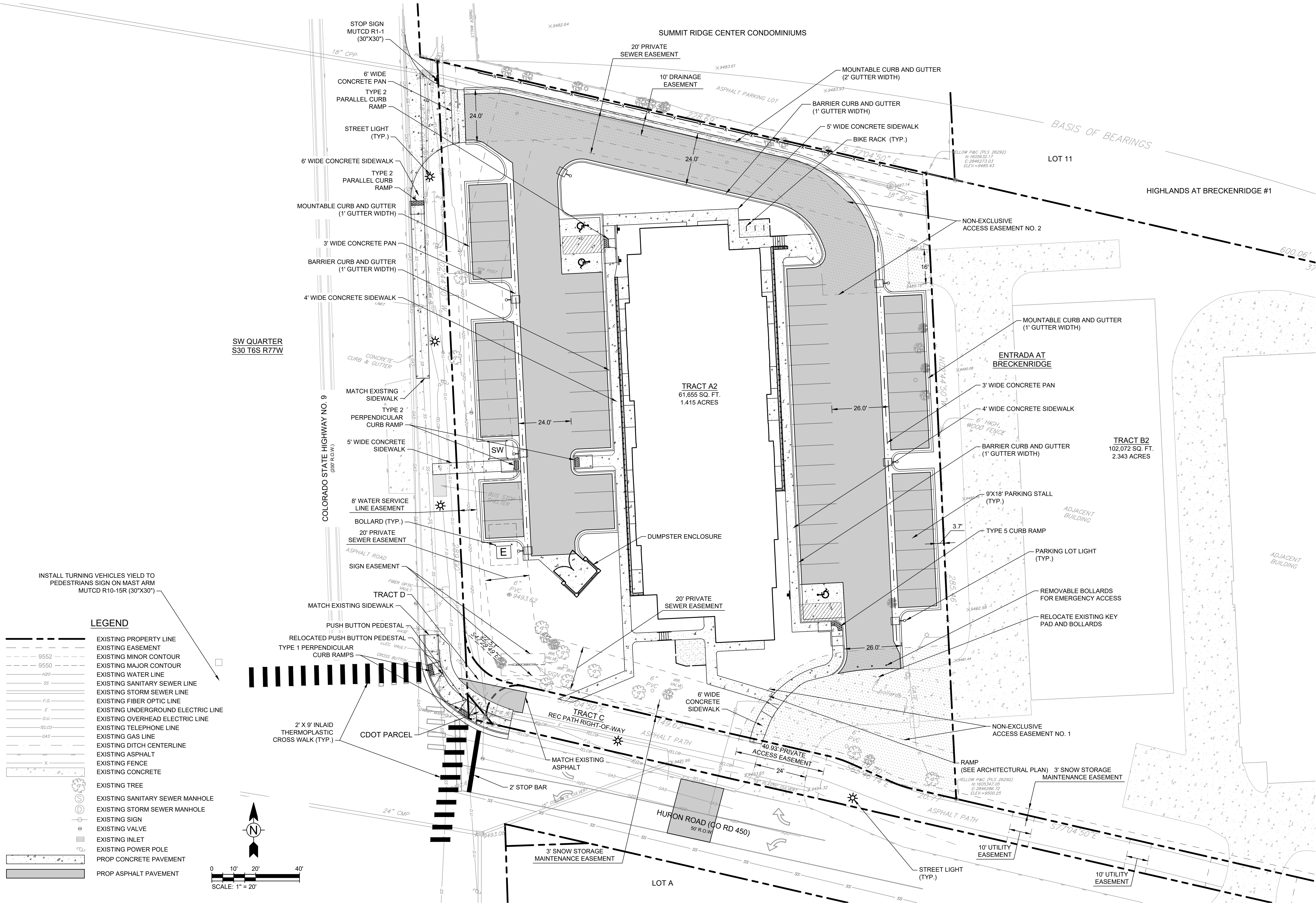
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PROJECT NO.:		2022063.20
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REVISIONS:	1	01/24/2025

SHEET TITLE:

CIVIL SITE PLAN

SHEET NUMBER

C-103



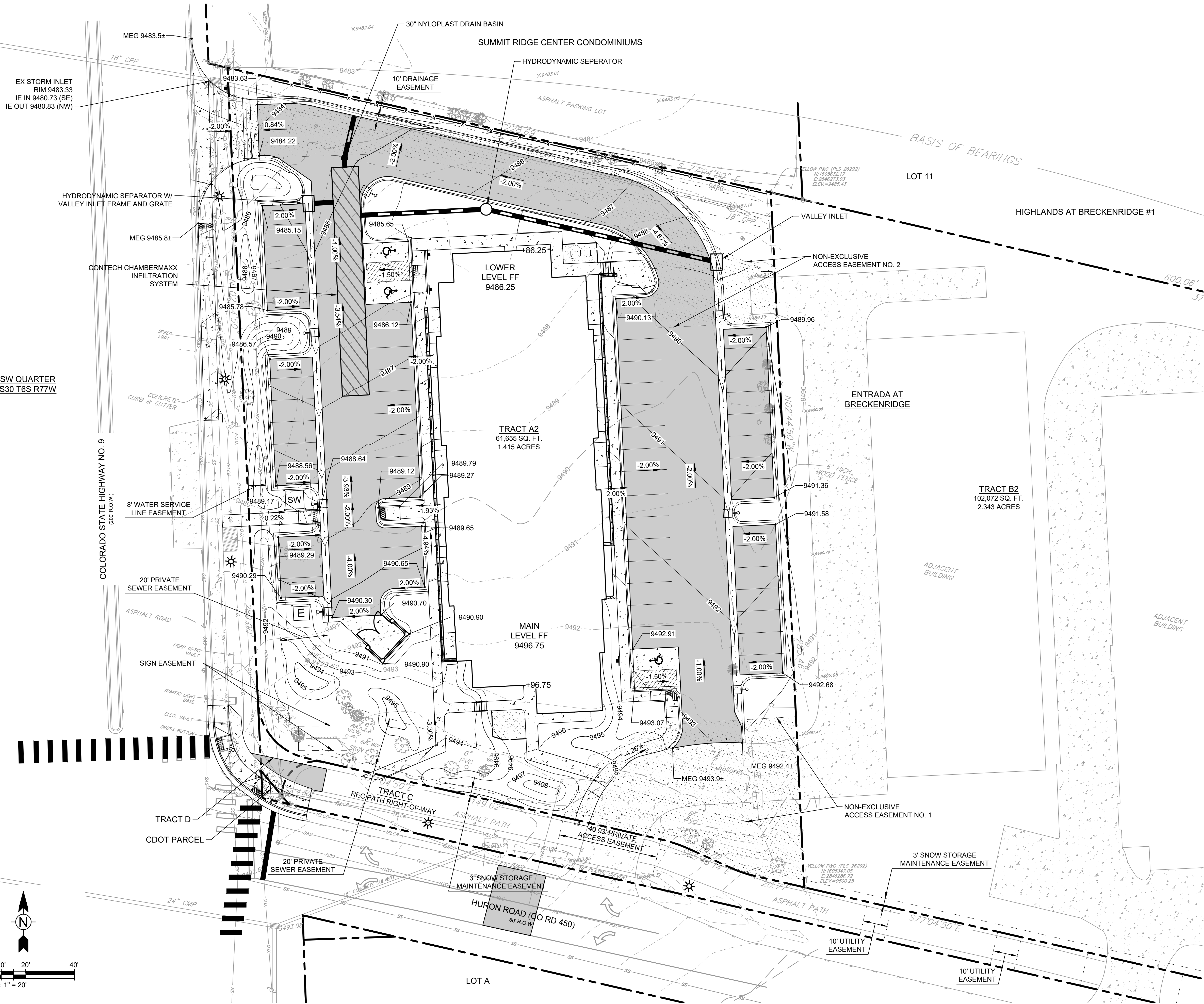
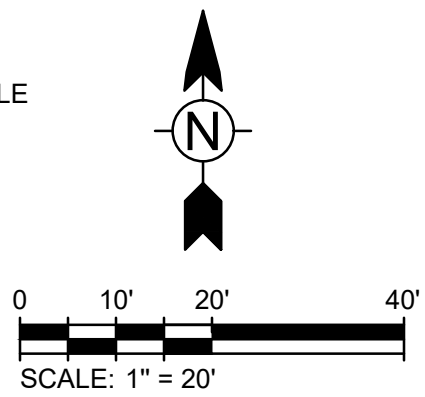
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Drawing: C:\Projects\Breckenridge\325517\2020-325517-22001\CAD\SheetFiles\C-104 GRADING AND DRAINAGE PLAN.dwg
Last Saved: January 24, 2025 2:16:11 PM by JACK.MCAYOY
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LEGEND	
	EXISTING PROPERTY LINE
	EXISTING EASEMENT
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM SEWER LINE
	EXISTING FIBER OPTIC LINE
	EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING OVERHEAD ELECTRIC LINE
	EXISTING TELEPHONE LINE
	EXISTING GAS LINE
	EXISTING DITCH CENTERLINE
	EXISTING ASPHALT
	EXISTING FENCE
	EXISTING CONCRETE
	EXISTING TREE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM SEWER MANHOLE
	EXISTING SIGN
	EXISTING VALVE
	EXISTING INLET
	EXISTING POWER POLE
	PROP MAJOR CONTOUR
	PROP MINOR CONTOUR



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TRACT A2, ENTRADA AT BRECKENRIDGE

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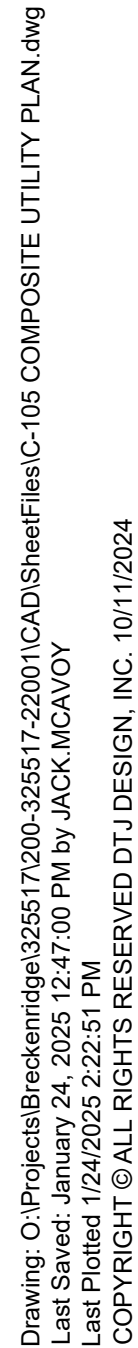
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GRADING AND
DRAINAGE PLAN

SHEET NUMBER:

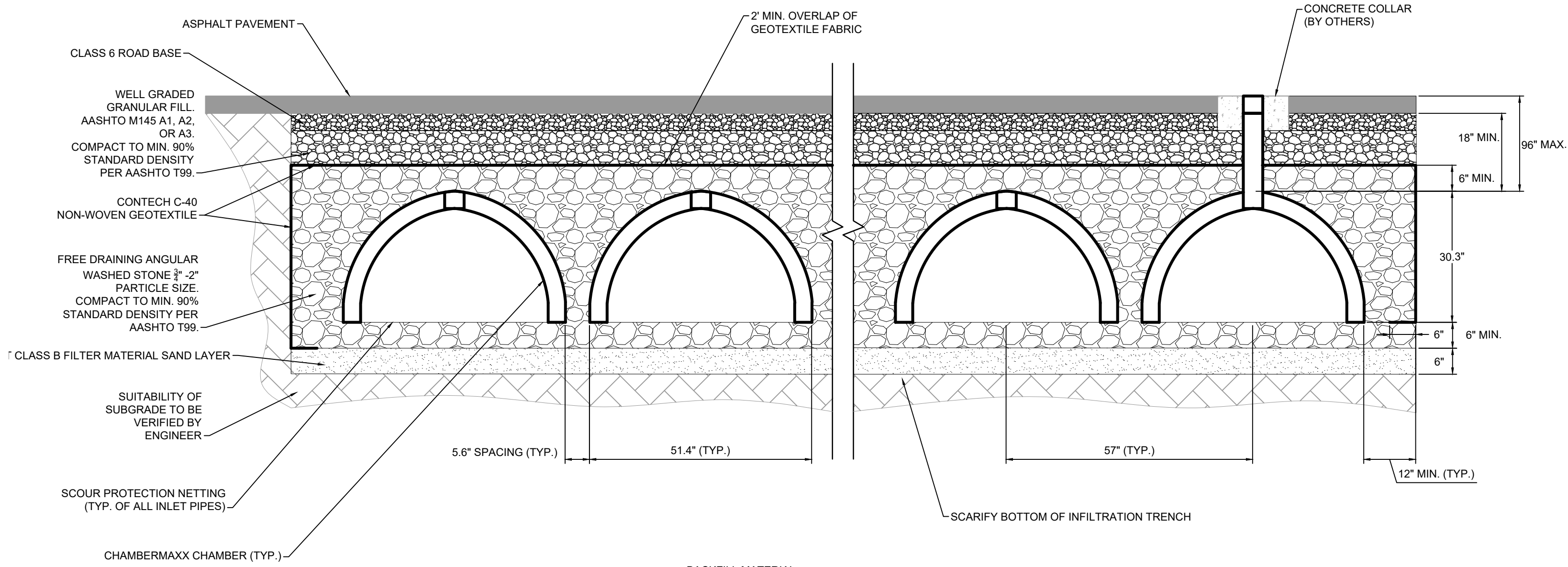
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SHEET NUMBER

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BACKFILL MATERIAL
THE CHAMBER SYSTEM INCORPORATES TWO TYPES OF BACKFILL MATERIAL.

FREE DRAINING ANGULAR WASHED STONE 3/4" TO 20 INCH PARTICLE SIZE COMPACTED TO 90% AASHTO T99 IS USED AROUND THE CHAMBERS. THIS MATERIAL IS USED AROUND THE CHAMBERS AND WITHIN A MINIMUM OF 6 INCHES BELOW AND 6 INCHES ABOVE THE CHAMBERS. THE REMAINING SPACE SHOULD BE FILLED WITH AN ANGULAR, WELL-GRADED GRANULAR FILL MEETING THE REQUIREMENTS OF AASHTO M145 A1, A2, OR A3, COMPACTED TO 95% AASHTO T99.

CONTECH C-40 NON-WOVEN GEOTEXTILE SHOULD BE USED BETWEEN THE TWO LAYERS OF BACKFILL MATERIAL.

1 INFILTRATION SYSTEM SECTION
SCALE: NOT TO SCALE

ENTRADA WORKFORCE HOUSING / PARCEL 7

TRACT A2, ENTRADA AT BRECKENRIDGE

11030 HIGHWAY 9 BRECKENRIDGE, CO

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

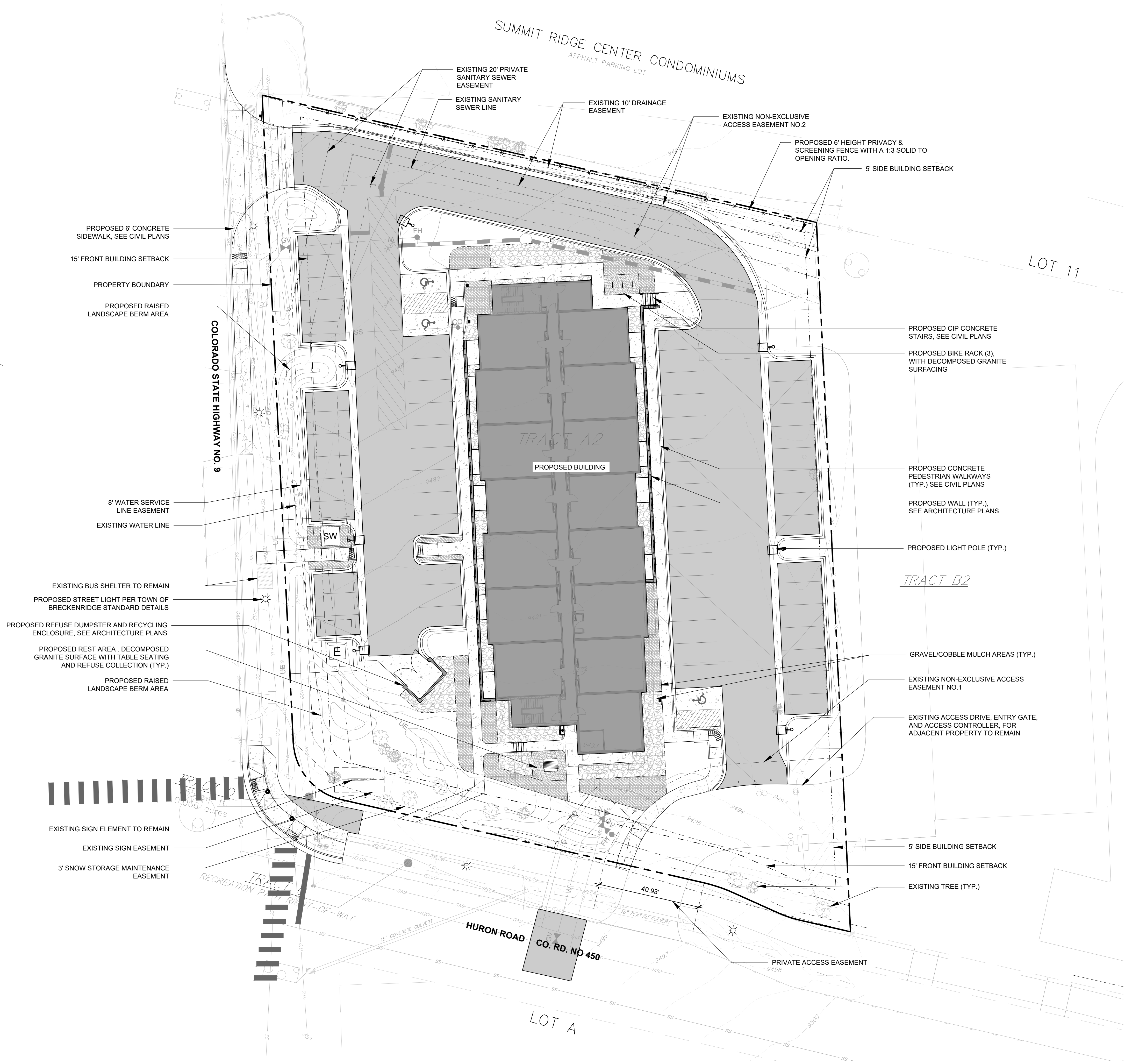
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PROJECT NO.:	2022063.20
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SHEET TITLE:
CIVIL DETAILS

SHEET NUMBER:

C-500

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LANDSCAPE SITE PLAN LEGEND

	PROPERTY LINE
	EASEMENT LINE
	SETBACK LINE
	PROPOSED 1' CONTOUR
	PROPOSED 5' CONTOUR
	TRASH+RECYCLE RECEPTACLE
	BIKE RACK
	PICNIC TABLE
	GRAVEL MULCH

REFUSE COLLECTION PLAN

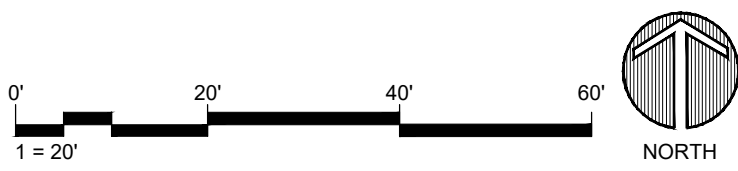
FOR THE BUILDING ON THE SITE, ALL GENERATED REFUSE FOR THE OCCUPIED STRUCTURE WILL BE LOCATED WITHIN EACH INDIVIDUAL ROOM AND THEN TRANSPORTED BY THE RESIDENTS TO A CENTRAL COLLECTION ENCLOSURE STRUCTURE LOCATED ON SITE. SEE ARCHITECTURE PLANS FOR ENCLOSURE STRUCTURE DESIGN. TWICE-WEEKLY TRASH AND RECYCLING SERVICE PICK-UP WILL BE PLANNED WITH A COLLECTION SERVICE PROVIDER. ALL REFUSE COLLECTION FOR NON-OCCUPIED AREAS SUCH AS PICNIC AREA, PARKING LOT, SIDEWALKS WILL OCCUR IN LOCALIZED CONTAINERS WHICH WILL BE EMPTIED REGULARLY BY MAINTENANCE STAFF, THEN TRANSPORTED TO CENTRAL ENCLOSURE.

GENERAL NOTES

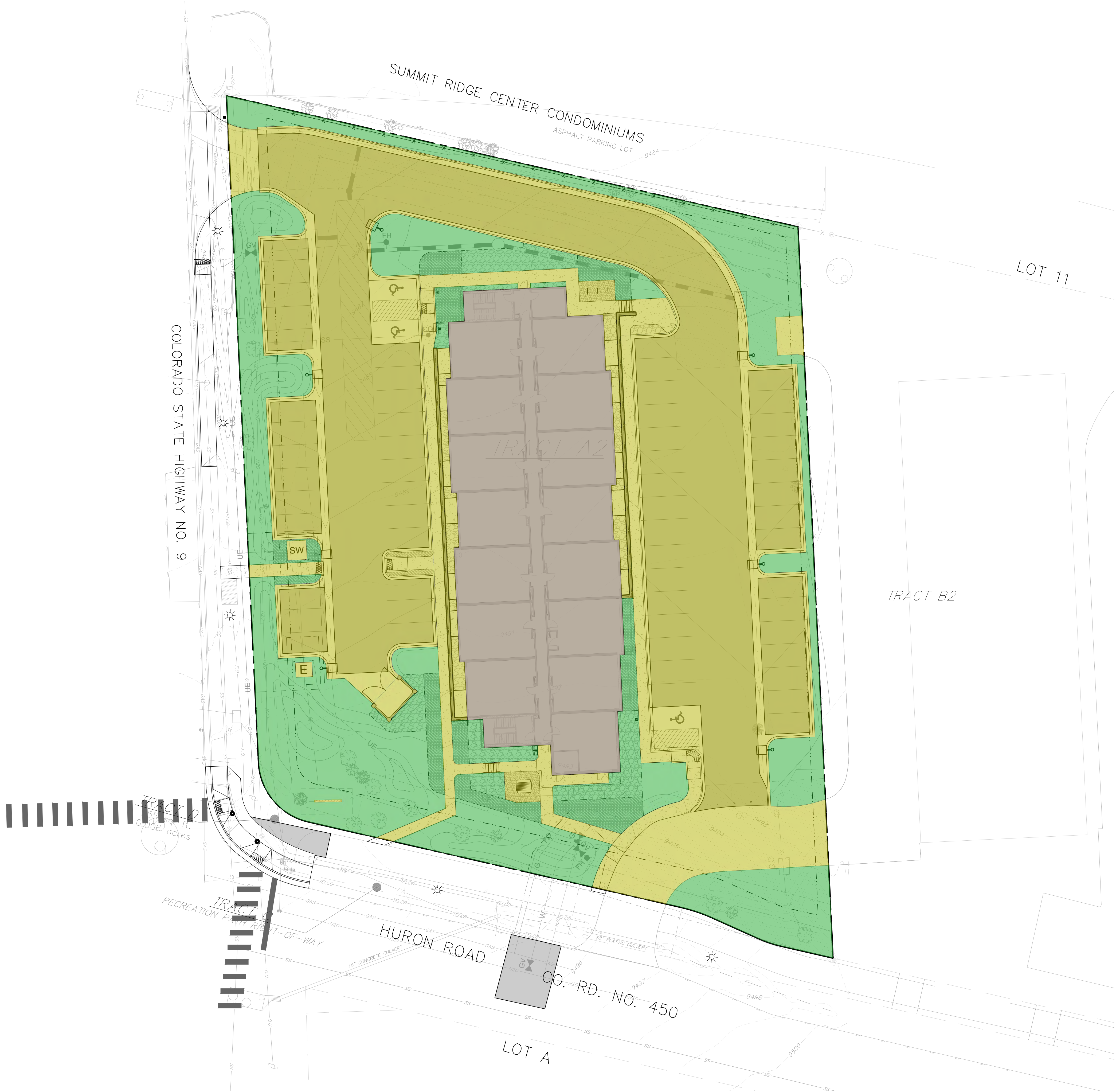
ALL HARDSCAPE, WALKWAYS, PARKING LOT COMPONENTS, AND ANY OTHER SITE ELEMENTS SHOWN ON PLAN, OTHER THAN WHAT IS LABELED AND IN THE LEGEND, REFER TO CIVIL SITE PLAN SHEET.

PARKING

60 PARKING SPACES HAVE BEEN PROVIDED. 3 OF THOSE 60 SPACES ARE HANDICAP SPECIFIED. ALL PARKING SPACES ARE 9'-0" WIDE X 18'-0" LONG PER TOWN CODE.



Drawing: U:\20220612\1 Entrada Workforce Housing\05 CAD\Sheets\01 PRELIMINARY PLAN\L101_Proposed Lot Coverage.dwg
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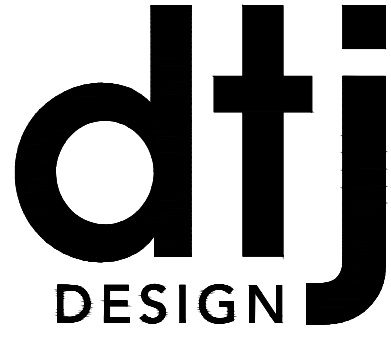
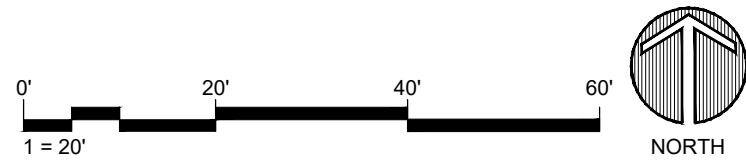
LOT COVERAGE DIAGRAM
LEGEND

OPEN SPACE / PERMEABLE

HARDSCAPE

BUILDING

LOT COVERAGE - BY LOT		
ENTRADA WORKFORCE HOUSING - TRACT 2A		
	SQ.FT	PERCENTAGE
OPEN SPACE/ PERMEABLE AREA	16,788 S.F.	27.23%
HARDSCAPE	33,725 S.F.	54.70%
BUILDING	11,142 S.F.	18.07%
TOTAL LOT AREA	61,655 S.F. (1.415 ACRES)	100%



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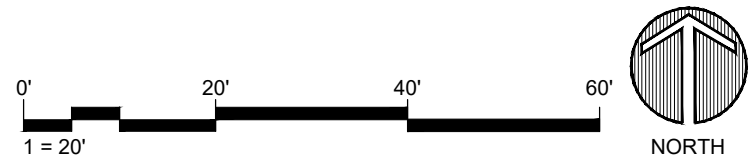
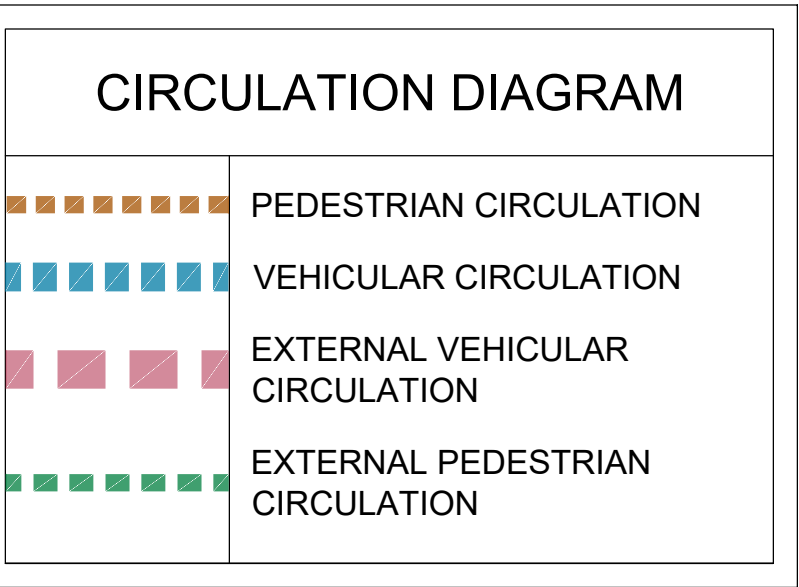
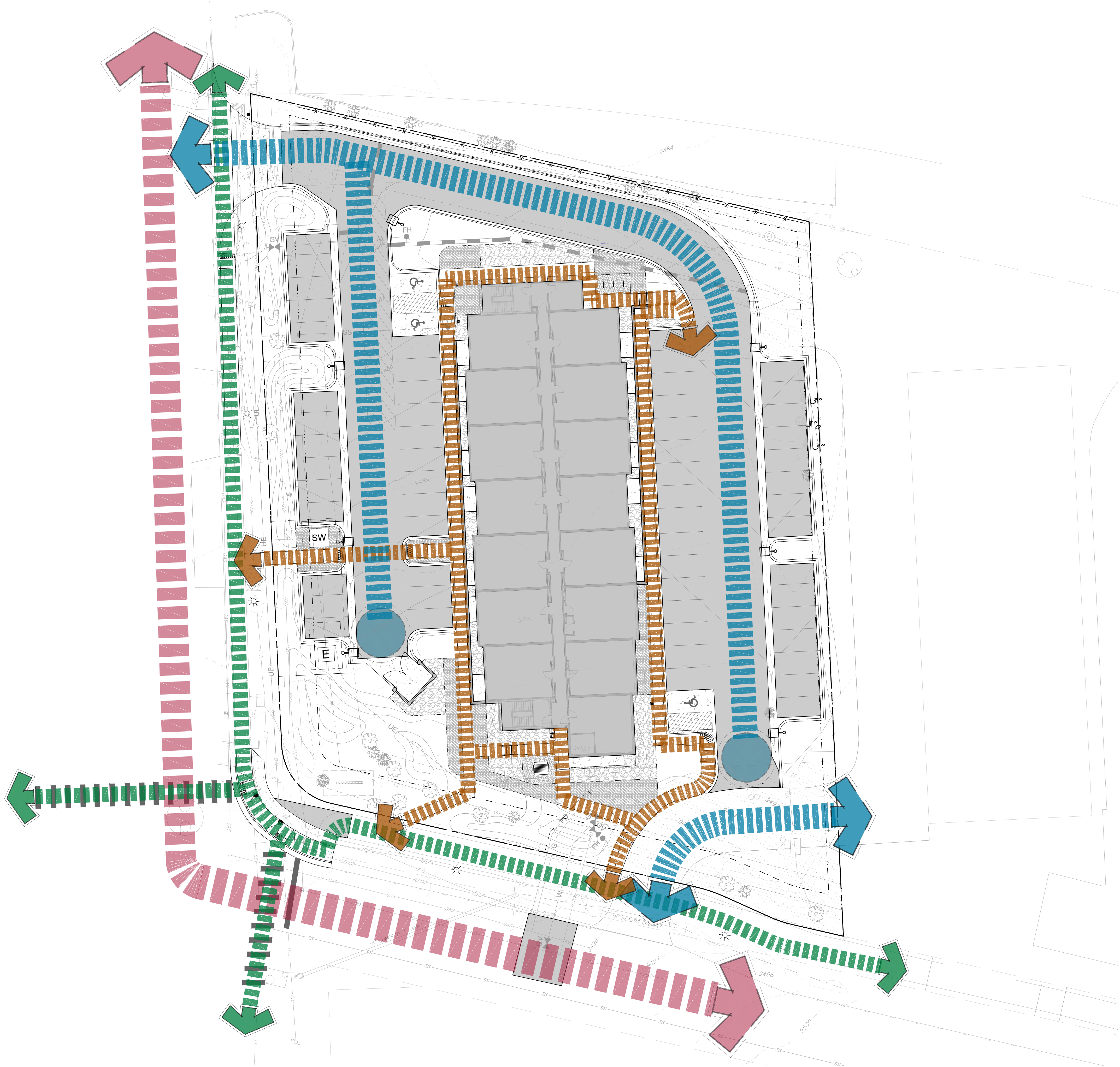
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LOT COVERAGE
PLAN

SHEET NUMBER:

L101

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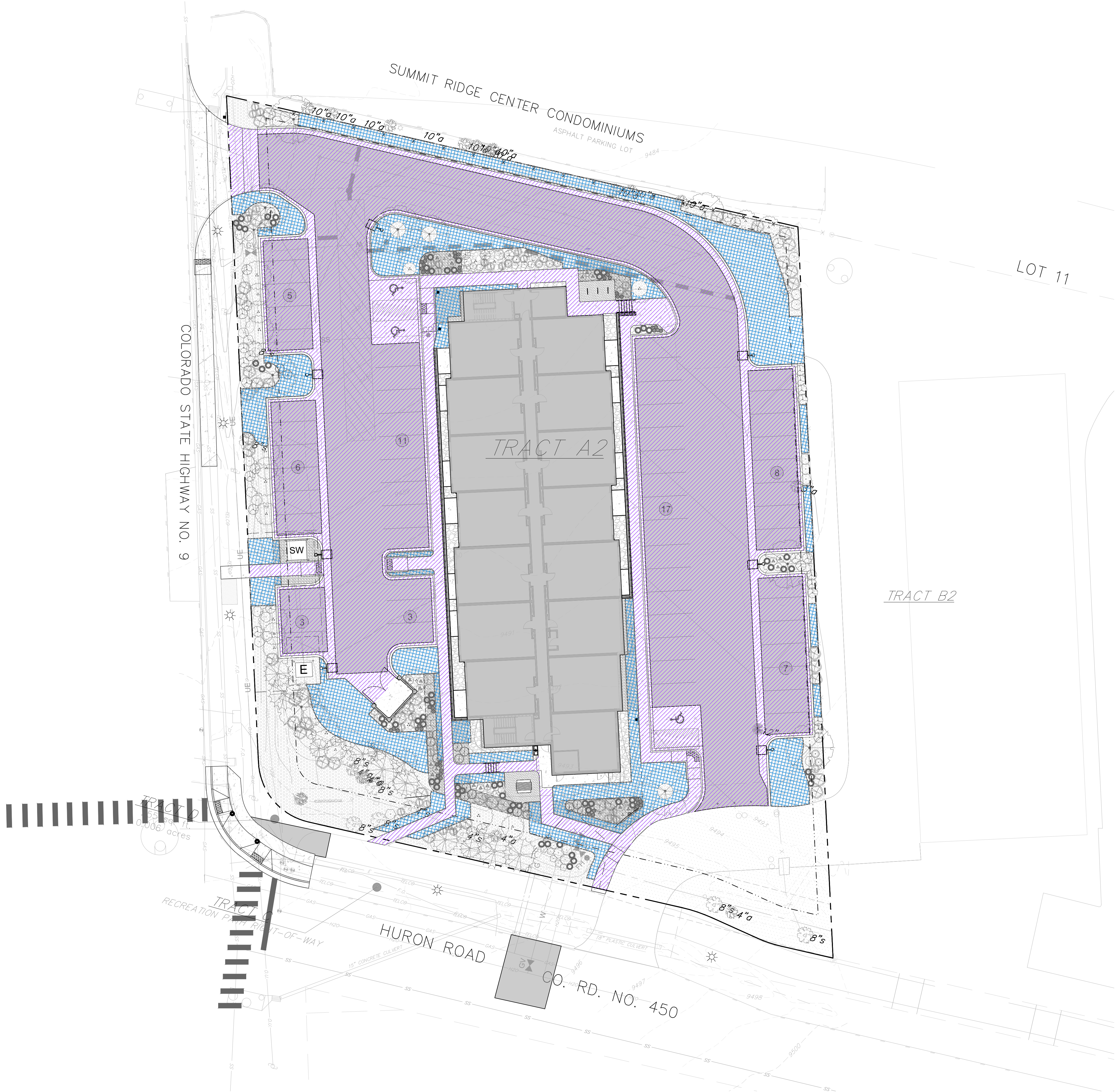
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CIRCULATION
DIAGRAM

SHEET NUMBER:

L102

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SNOW MANAGEMENT
DIAGRAM LEGEND

PLOWED OR SHOVELED HARD
SURFACES

PROPOSED SNOW STORAGE
AREAS

SNOW MANAGEMENT AREAS TABULATION

PARCEL	AREA (sf)
ENTRADA	
Plowed or Shoveled Hard Surfaces	28,453
Proposed Snow-Melted Hard Surfaces	0
Required Snow Storage Area	7,113
Provided Snow Storage Area	7,117

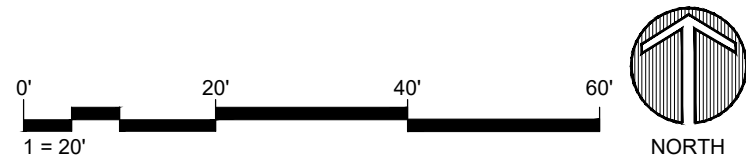
NOTE:

1.

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

2.

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



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SHEET TITLE:

SNOW
MANAGEMENT
DIAGRAM

SHEET NUMBER:

L103

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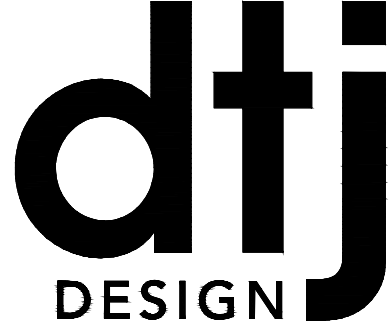
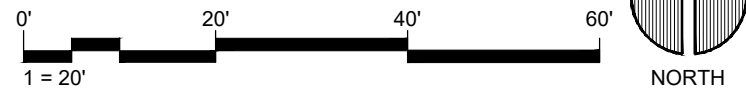
EXISTING TREE MANAGEMENT LEGEND		
EXISTING TREE MANAGEMENT LEGEND		
SYMBOL	CATEGORY	QTY.
	EXISTING TREE TO BE PRESERVED	27
TOTAL PRESERVED		27
	EXISTING TREE TO BE REMOVED	1
TOTAL REMOVED		1
	PROPOSED TREE	51
TOTAL ADDED		51

- EXISTING VEGETATION MANAGEMENT NOTES
1.

ALL EXISTING VEGETATION ON SITE IS TO BE PRESERVED OUTSIDE THE BOUNDARIES OF GRADING DISTURBANCE ZONES, OR OTHERWISE NOTED ON THIS DOCUMENT.
2.

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

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



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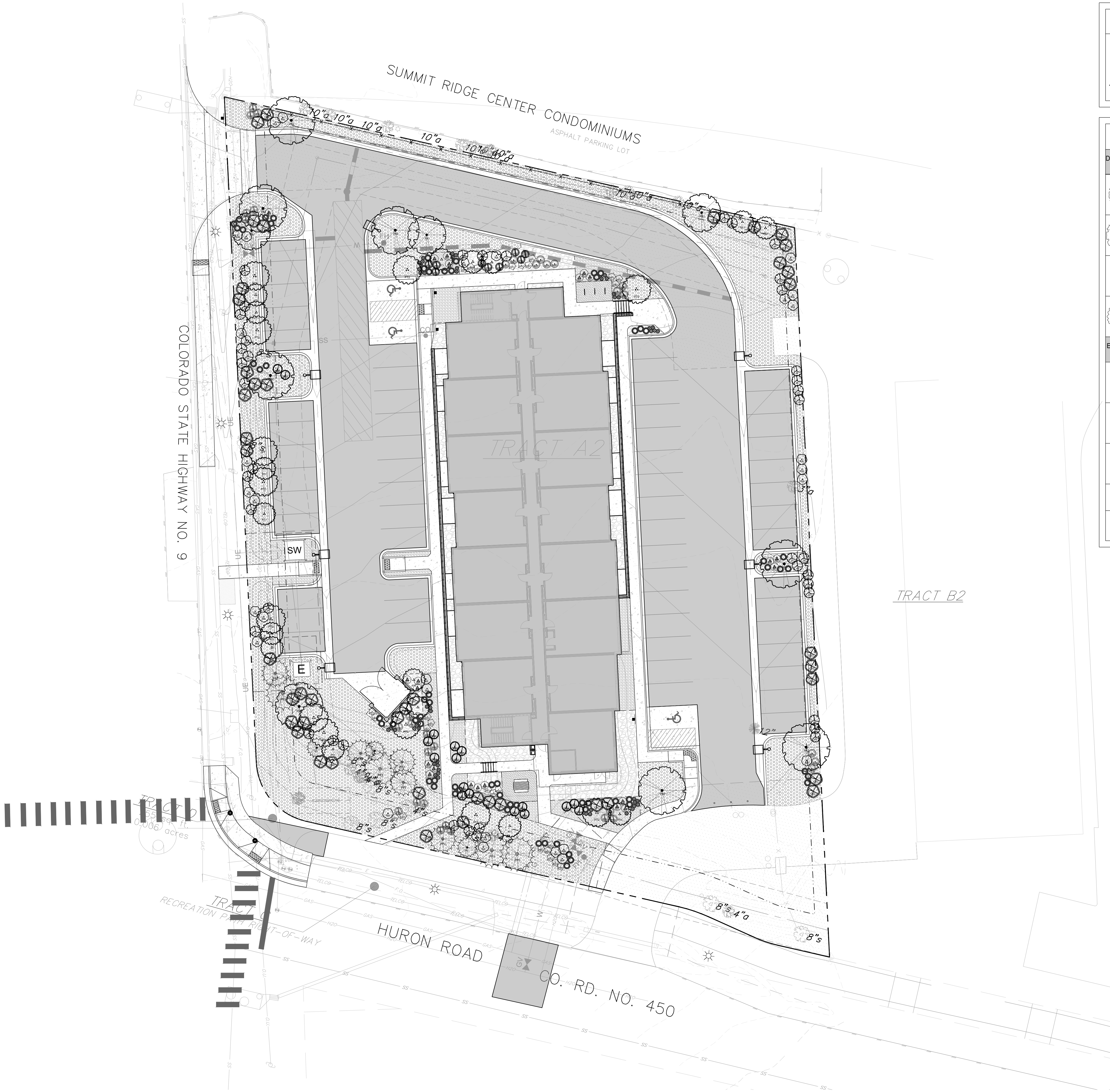
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EXIST. TREE MANAGEMENT

SHEET NUMBER:

L104

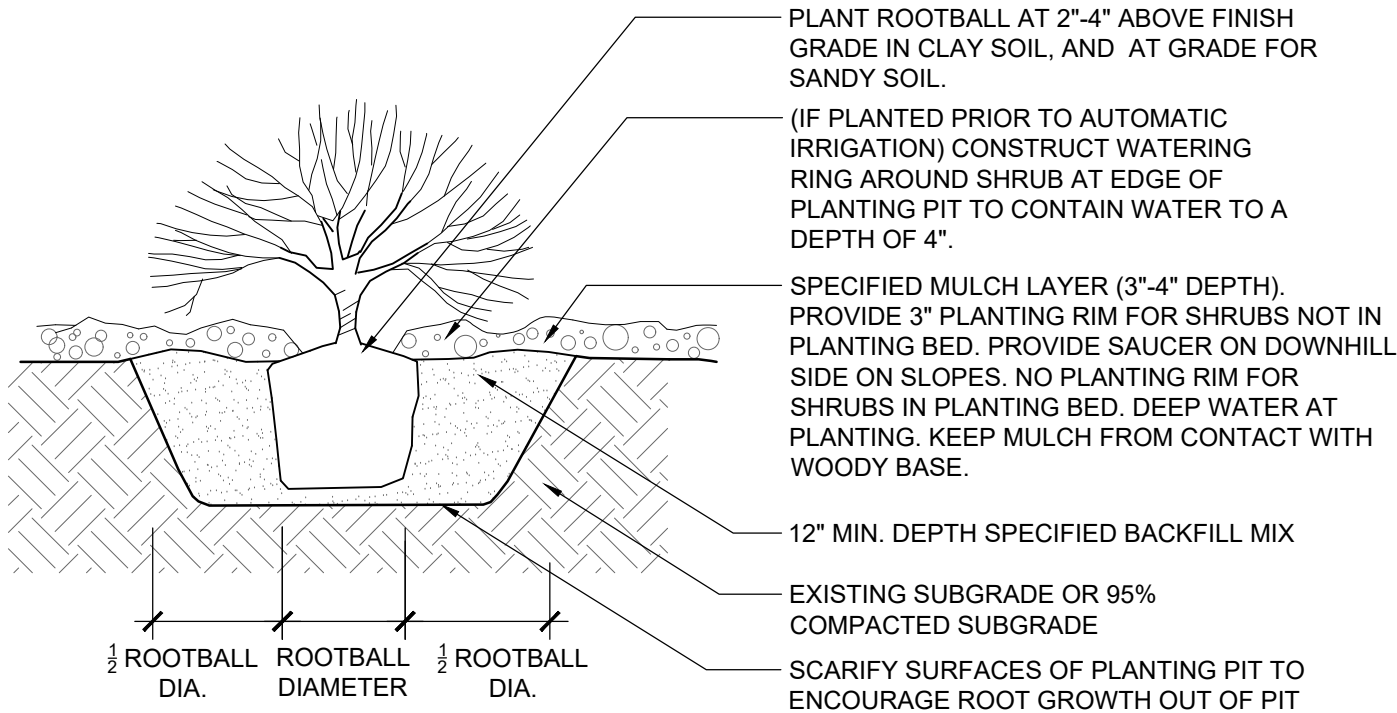
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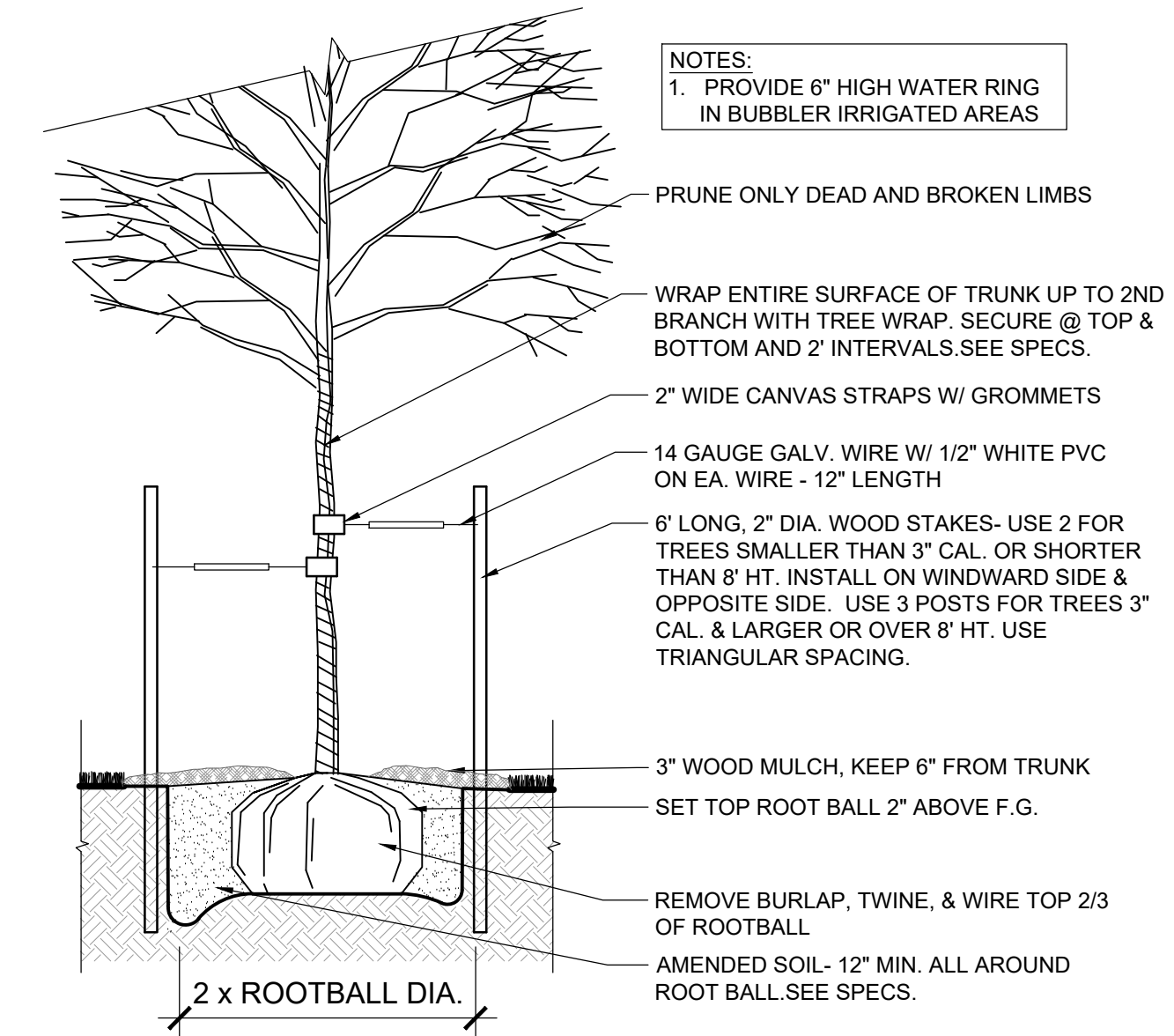
LANDSCAPE LEGEND	
	PROPERTY LINE
	EASEMENT LINE
	PLANTING EDGER

PLANTING LEGEND			
DECIDUOUS TREES	CODE Latin name Common name	DECIDUOUS SHRUBS	CODE Latin name Common name
	PA1 <i>Populus angustifolia</i> Narrowleaf Cottonwood		CSC <i>Cornus sericea coloradensis</i> Colorado Dogwood
	PA2 <i>Populus angustifolia</i> Narrowleaf Cottonwood		PFC <i>Potentilla fruticosa</i> Potentilla
	RA <i>Ribes alpinum</i> Alpine Currant		RW <i>Rosa woodsii</i> Woods Rose
	PT1 <i>Populus tremuloides</i> Quaking Aspen		SO <i>Symphoricarpos oreophilus</i> Mountain Snowberry
	PT2 <i>Populus tremuloides</i> Quaking Aspen	EVERGREEN SHRUBS	CODE Latin name Common name
	JS <i>Juniperus sabina</i> Savin Juniper		MR <i>Mahonia repens</i> Creeping Oregon Grape
EVERGREEN TREES	CODE Latin name Common name		PPM <i>Picea pungens mesa verde</i> Mesa Verde Colorado Spruce
	PP1 <i>Picea pungens</i> Colorado Spruce	ORNAMENTAL GRASSES	CODE Latin name Common name
	PP2 <i>Picea pungens</i> Colorado Spruce		BGB <i>Bouteloua gracilis blonde ambition</i> Blonde Ambition Blue Grama
	PP3 <i>Picea pungens</i> Colorado Spruce		DC <i>Deschampsia cespitosa</i> Tufted Hair Grass
		SEED MIX	CODE Common name
			Native Restoration Seed Mix
NOTE: SEE PLANT SCHEDULE AND NOTES SHEET FOR ADDED DETAIL AND SIZING INFORMATION			

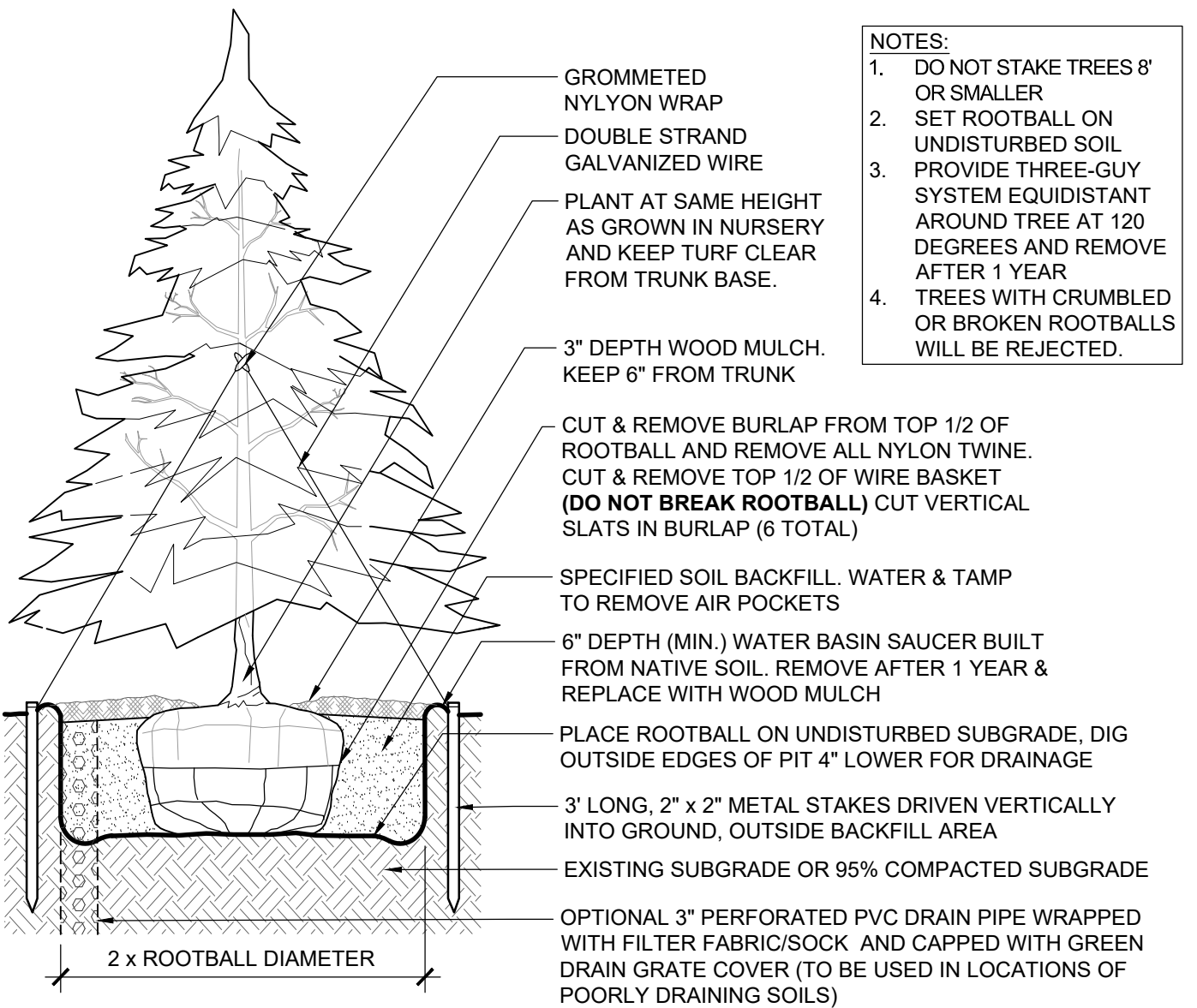
1. SEE PLANTING PLANS AND PLANT SCHEDULES FOR SHRUB LOCATION & TYPE. SEE PLANTING NOTES FOR ADDITIONAL INFORMATION.
2. ALL FINAL GRADING AND TOP SOIL APPLICATION SHALL BE COMPLETED PRIOR TO SHRUB PLANTING.
3. SEE PLANTING PLANS FOR SURFACE TREATMENT / FINISH. DO NOT PLANT UNTIL FINAL GRADES HAVE BEEN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



L102 1/2"=1'-0" SECTION



(L102) 1"=1'-0" SECTION



(L102) 1"=1'-0" SECTION

REVEGETATE ALL DISTURBED AREAS ON THE SITE WITH:

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

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

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

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

13. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM, DESIGNED TO OPERATE WITHIN CURRENT TOWN WATER REQUIREMENTS. WATER SAVING IRRIGATION EQUIPMENT WILL BE USED INCLUDING 'SMART CONTROLLERS' WITH RAIN/FREEZE/FLOW SENSORS AS WELL AS MASTER VALVES.
14. LOW-GROW NATIVE GRASS AREAS, WHERE APPLICABLE, ARE TO BE IRRIGATED WITH OVERHEAD SPRAY, AND ALL OTHER PLANTING BEDS TO BE ON DRIP SYSTEM TO CONSERVE WATER USAGE. SYSTEM WILL BE DESIGNED TO REDUCE OVERSPRAY ON HARD SURFACES OR ON UNINTENDED AREAS.
15. 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.

DECIDUOUS TREES	CODE	DESCRIPTION	CAL	COND	CONT	SIZE	QTY
	PA1	POPULUS ANGUSTIFOLIA NARROWLEAF COTTONWOOD	2.5" CAL	N/A	B & B		4
	PA2	POPULUS ANGUSTIFOLIA NARROWLEAF COTTONWOOD	4" CAL	N/A	B & B		7
	PT1	POPULUS TREMULOIDES QUAKING ASPEN	2" CAL	CLUMP/ MULTI-STEM	B & B	10'-12' HT	16
	PT2	POPULUS TREMULOIDES QUAKING ASPEN	3" CAL	CLUMP/ MULTI-STEM	B & B	12'-15' HT	12
EVERGREEN TREES	CODE	DESCRIPTION	CAL	COND	CONT	SIZE	QTY
	PP-1	PICEA PUNGENS COLORADO SPRUCE	N/A	N/A	B & B	6' HT	3
	PP-2	PICEA PUNGENS COLORADO SPRUCE	N/A	N/A	B & B	8' HT	5
	PP-3	PICEA PUNGENS COLORADO SPRUCE	N/A	N/A	B & B	10' HT	4
DECIDUOUS SHRUBS	CODE	DESCRIPTION	CONT	SPACING			QTY
	CSC	CORNUS SERICEA COLORADENSIS COLORADO DOGWOOD	3-5 GAL.	5-6' O.C.			44
	PFC	POTENTILLA FRUTICOSA POTENTILLA	3-5 GAL.	3' O.C.			28
	RA	RIBES ALPINUM ALPINE CURRANT	3-5 GAL.	4' O.C.			32
	RW	ROSA WOODSII WOODS ROSE	3-5 GAL.	3' O.C.			21
	SO	SYMPHORICARPOS OREOPHILUS MOUNTAIN SNOWBERRY	3-5 GAL.	3' O.C.			22
		TOTAL DECIDUOUS SHRUBS					147
EVERGREEN SHRUBS	CODE	DESCRIPTION					QTY
	JS	JUNIPERUS SABINA SAVIN JUNIPER	3-5 GAL.	4' O.C.			39
	MR	MAHONIA REPENS CREEPING OREGON GRAPE	3-5 GAL.	3' O.C.			12
	PPM	PICEA PUNGENS MESA VERDE MESA VERDE COLORADO SPRUCE	3-5 GAL.	3' O.C.			17
		TOTAL EVERGREEN SHRUBS					68
ORNAMENTAL GRASSES	CODE	DESCRIPTION					QTY
	BGB	BOUTELOUA GRACILIS BLONDE AMBITION BLONDE AMBITION BLUE GRAMA	1 GAL.	2.5' O.C.			63
	DC	DESCHAMPSIA CESPITOSA TUFTED HAIR GRASS	1 GAL.	18" O.C.			49
		TOTAL ORNAMENTAL GRASSES					115
NATIVE GRASS & PERENNIALS SEED MIX	CODE	DESCRIPTION					
		NATIVE REVEGETATION SEED MIX (SEE NOTES)					11,968 SF

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ENTRADA WORKFORCE HOUSING / PARCEL 7

TRACT A2, ENTRADA AT BRECKENRIDGE

11030 HIGHWAY 9 BRECKENRIDGE, CO

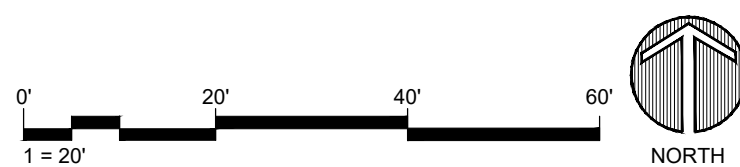
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SITE PLAN**

SHEET NUMBER:

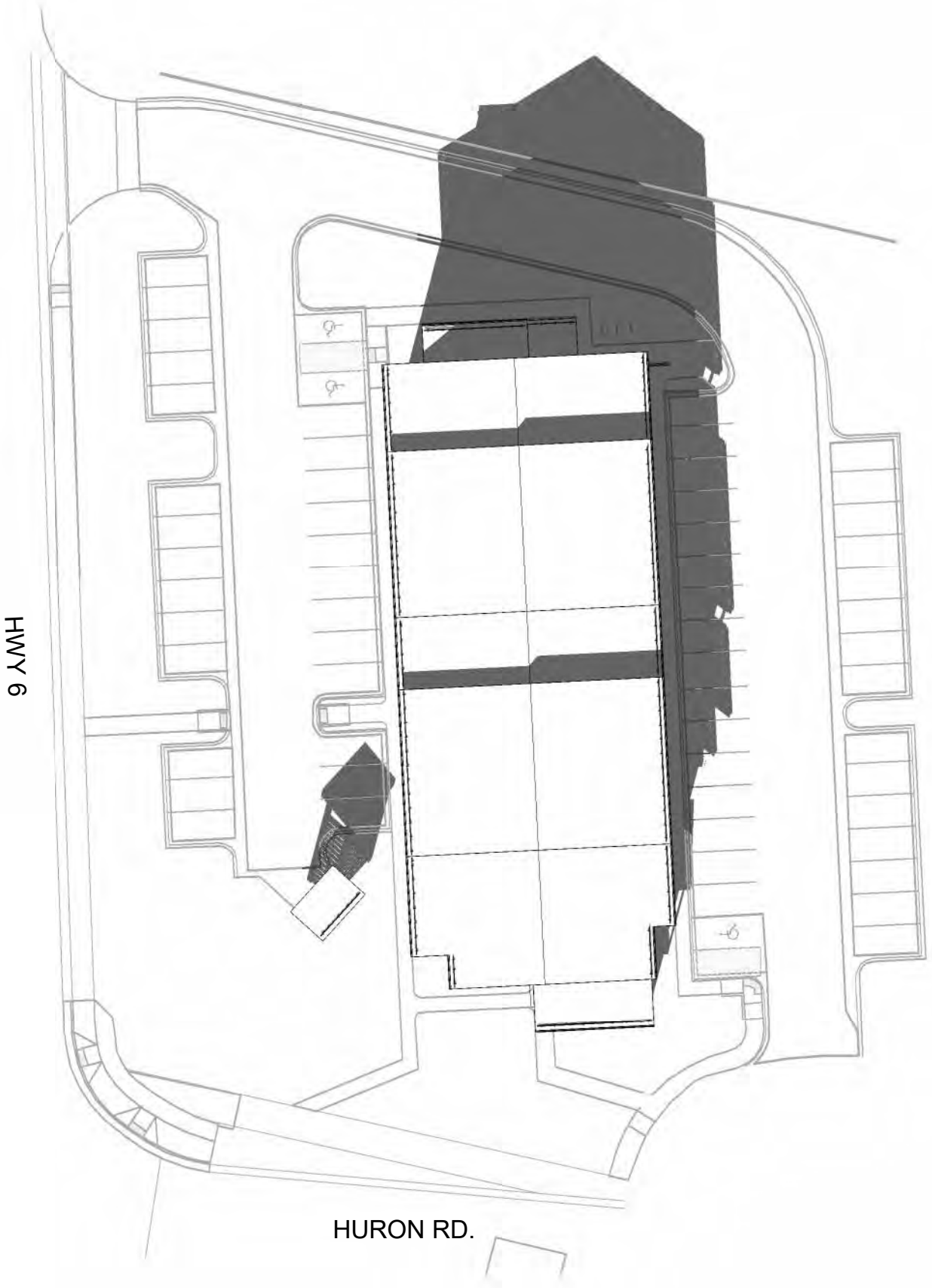
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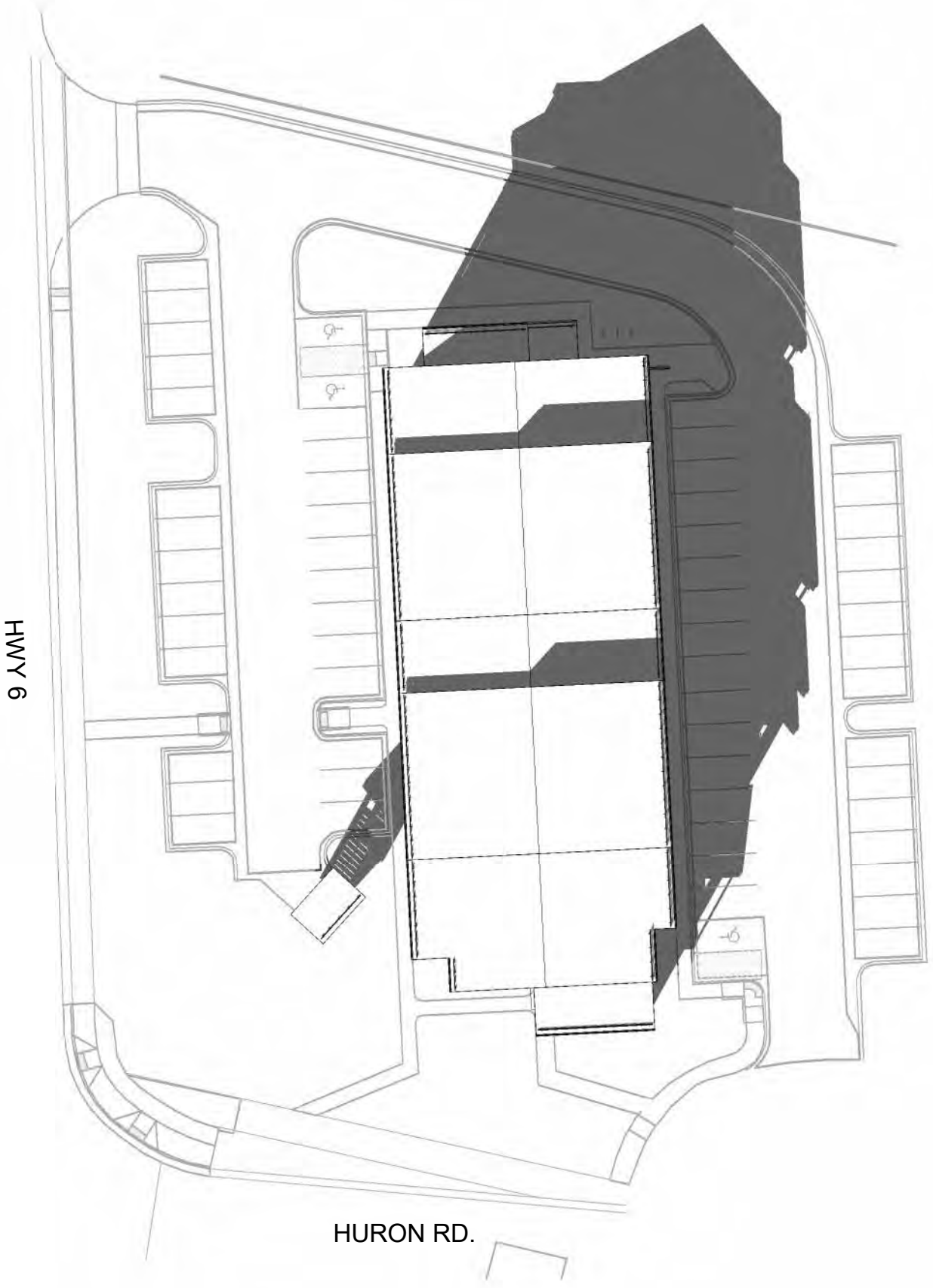
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DEC. 21 - 1 PM
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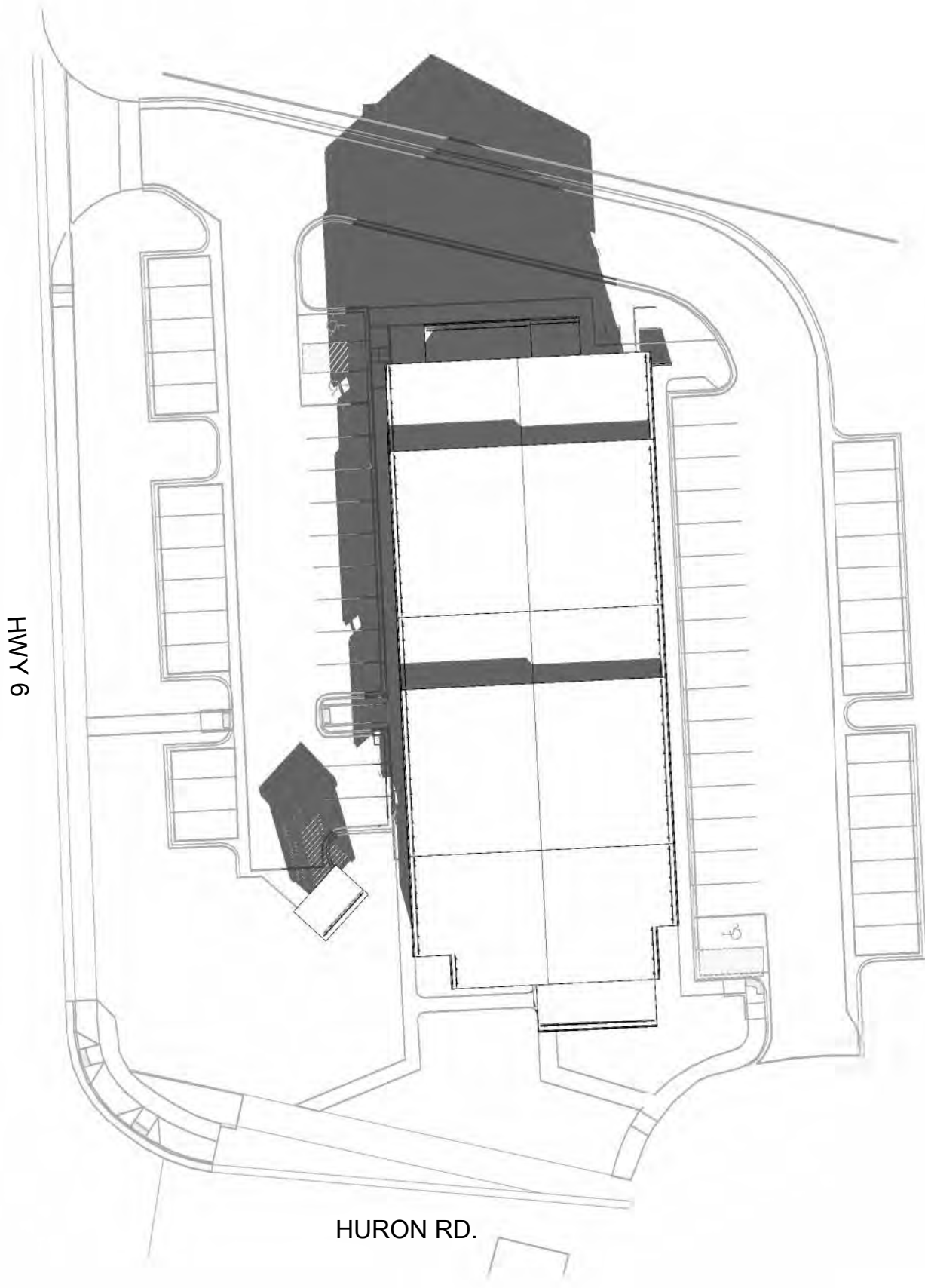
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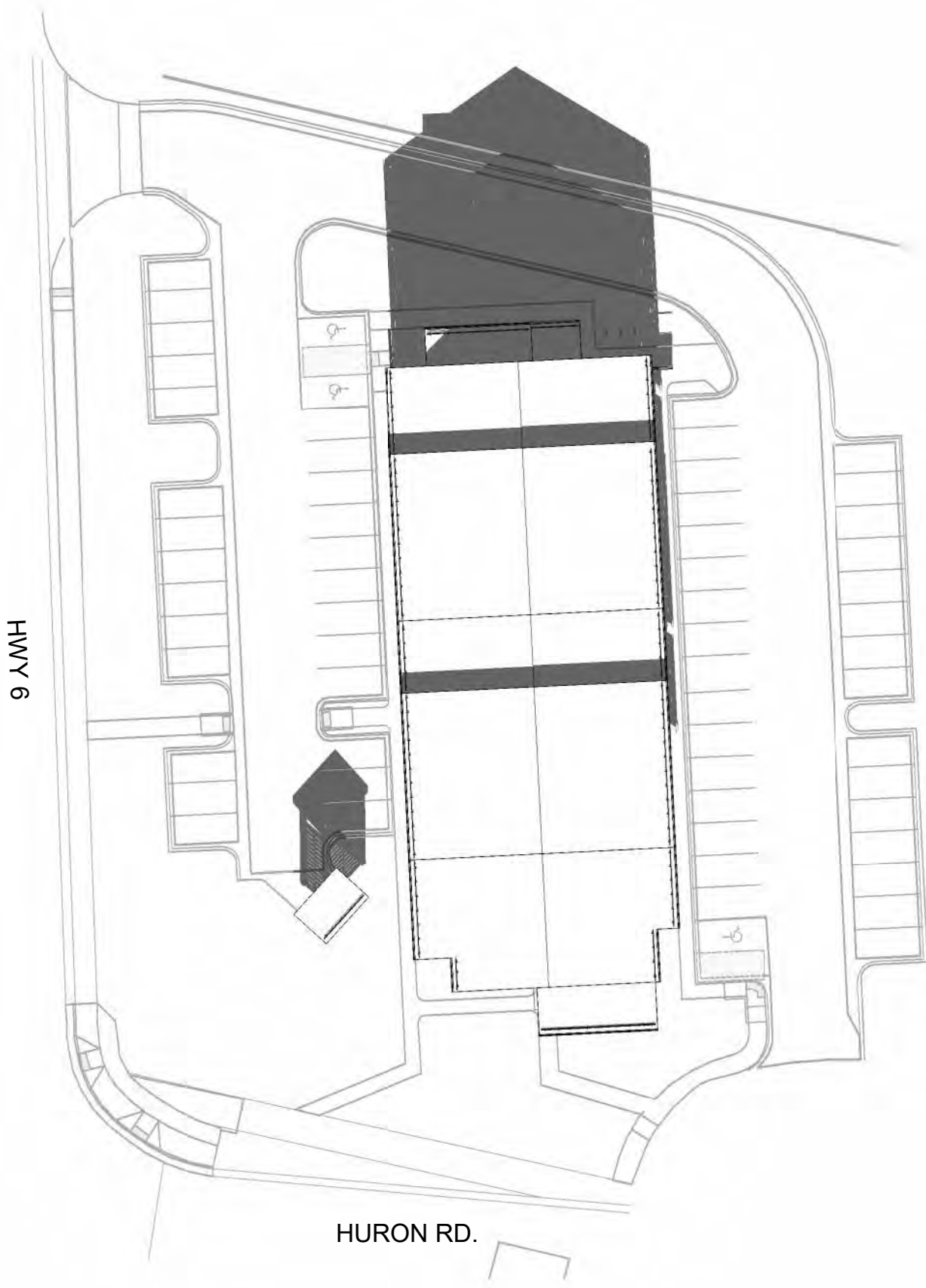
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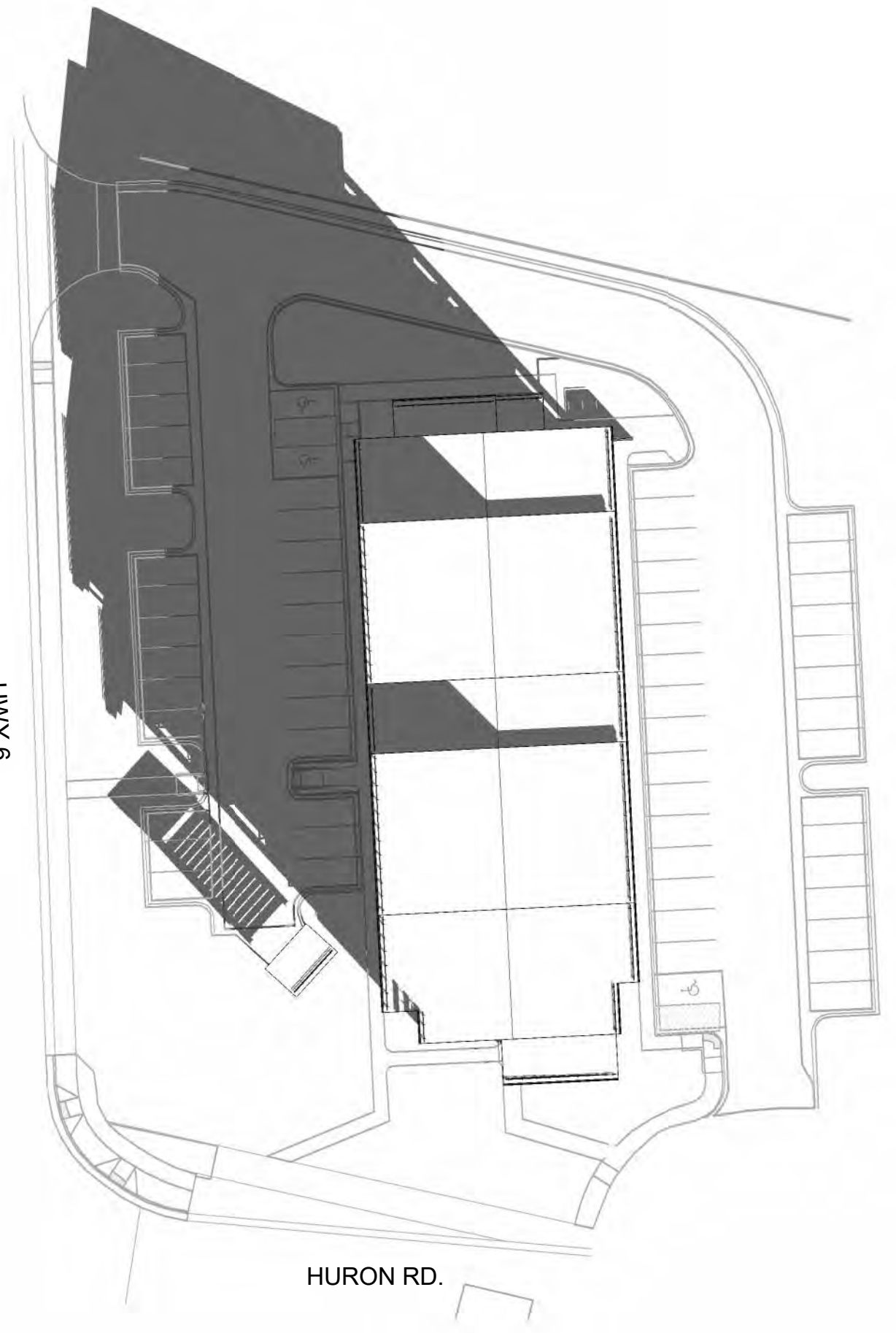
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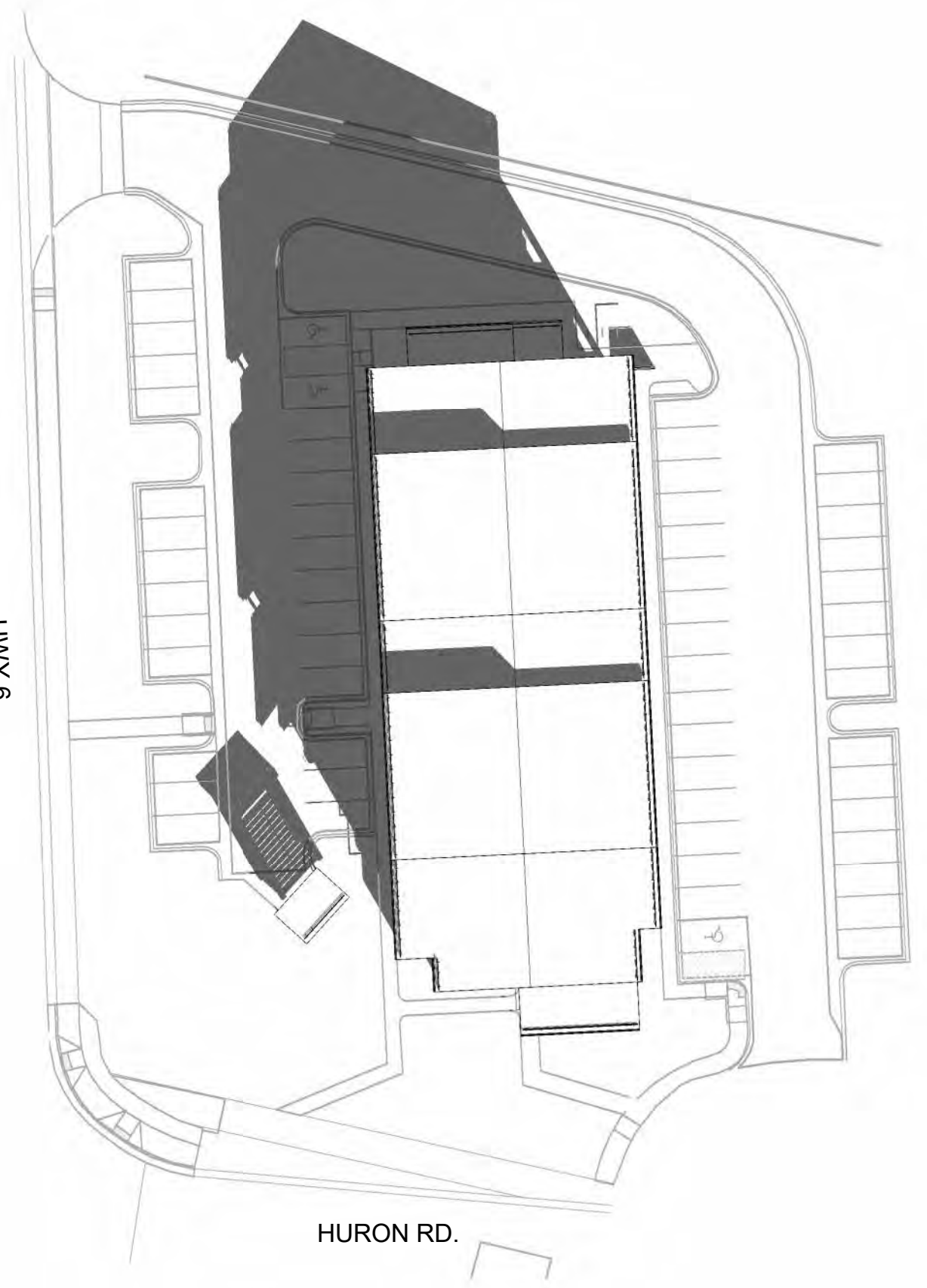
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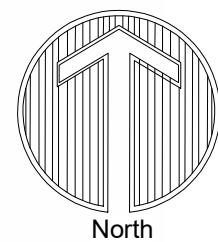


2
A006

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



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



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SHEET TITLE:

SOLAR STUDY

SHEET NUMBER

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

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A006

USE TYPE:

CIRCULATION

STORAGE

UNIT

ENTRADA WORKFORCE HOUSING		
GENERAL	HEIGHT (STORIES)	3
	TOTAL GROSS SF	31,462
	TOTAL UNITS	40
	TOTAL PARKING DEMAND	60
UNITS	TYPE	TOTAL SF
	UNITS	24,998
	RECREATION/AMENITY	828
	STORAGE	2,015
	COMMON/CIRC./SUPPORT	3,621
TOTAL		31,462
PARKING	LOCATION	COUNT (STALLS)
	SURFACE LOT	60
Total		60

NOTE: SQUARE FOOTAGE CALCULATIONS EXCLUDE BALCONIES

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



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

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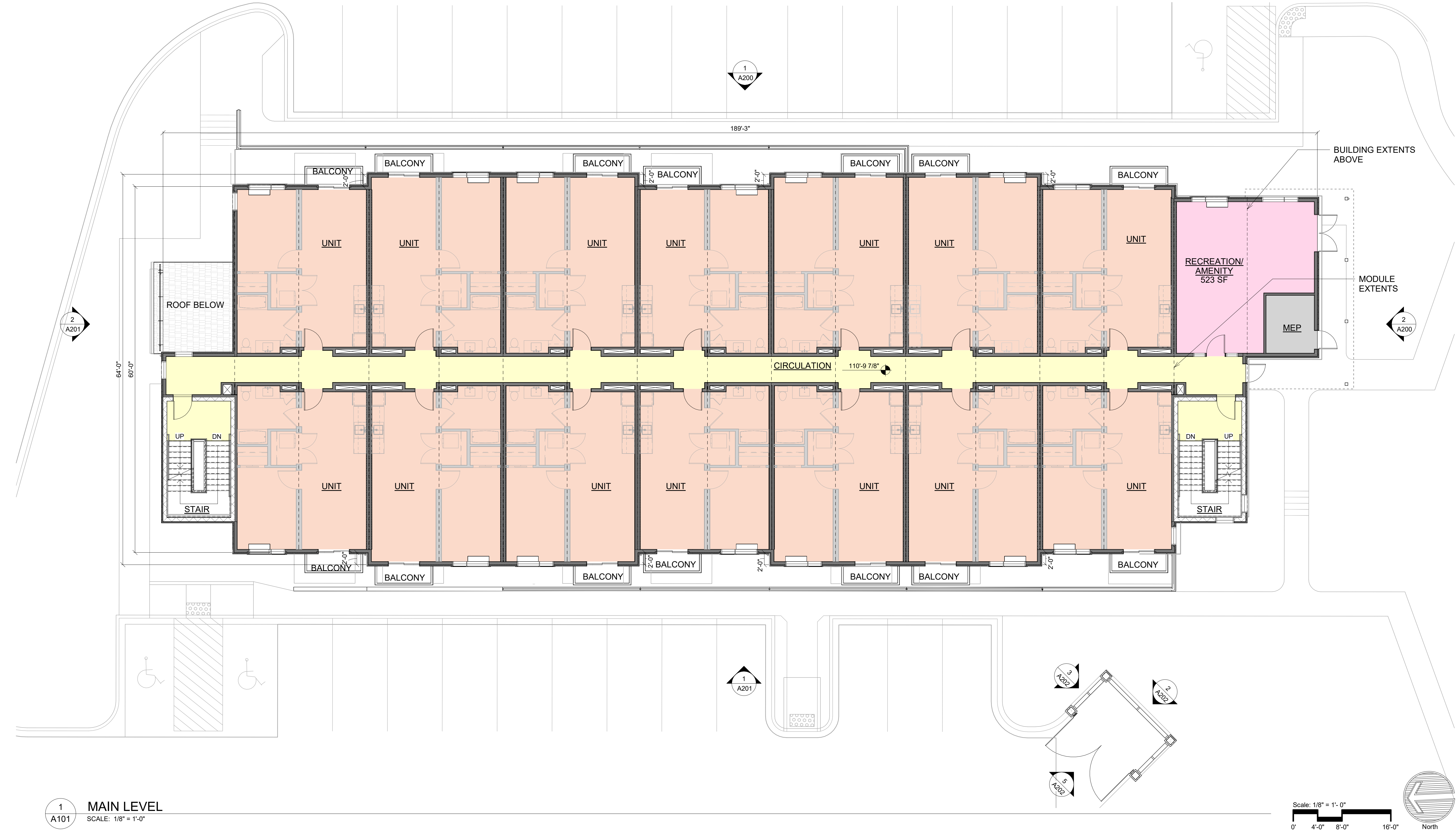
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SHEET TITLE:
LOWER LEVEL PLAN

SHEET NUMBER:
A100

USE TYPE:

- AMENITY
- CIRCULATION
- MEP
- UNIT



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SHEET TITLE:

MAIN LEVEL PLAN

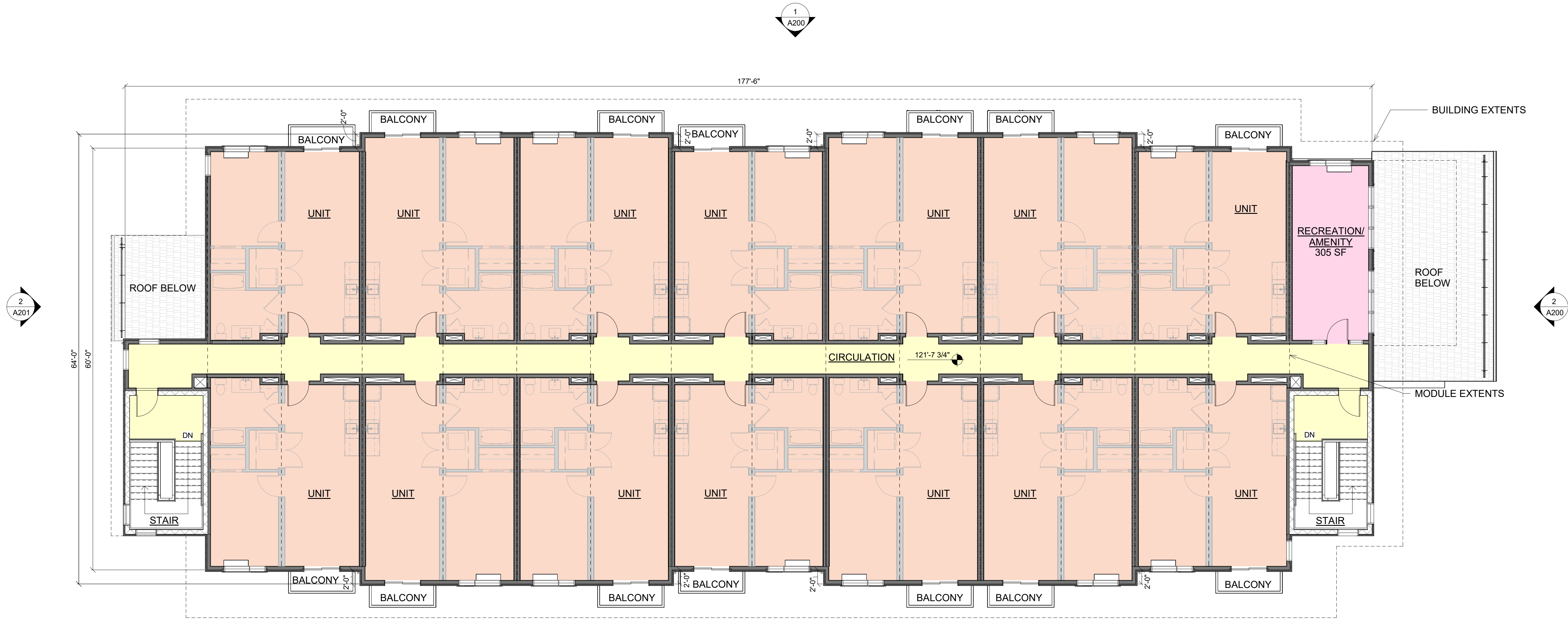
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USE TYPE:

- AMENITY
- CIRCULATION
- UNIT



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

Scale: 1/8" = 1'-0"
0' 4'-0" 8'-0" 16'-0"
North

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

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SHEET TITLE:

UPPER LEVEL PLAN

SHEET NUMBER

A102

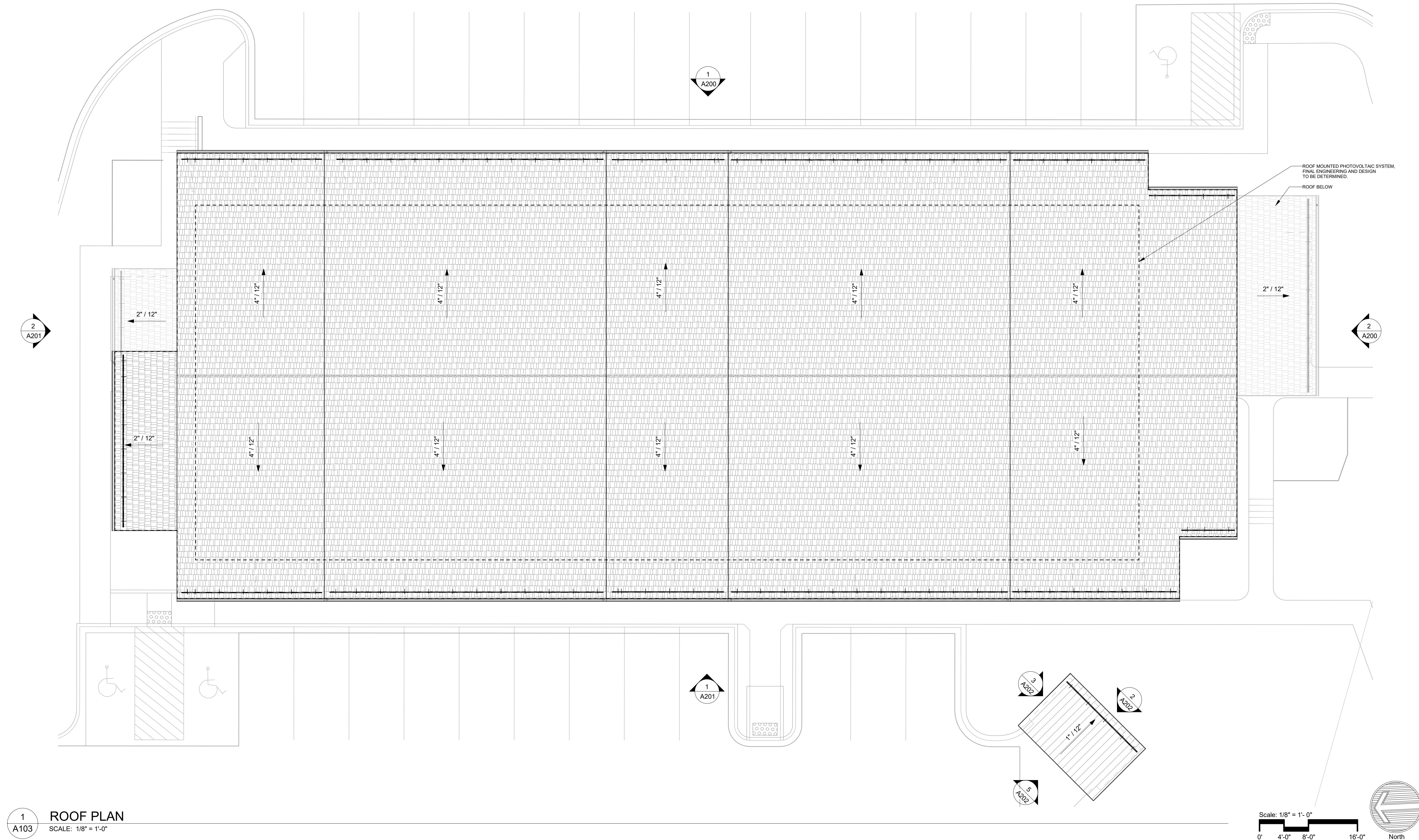
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Abstract

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1
A200

EAST ELEVATION

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



2
A200

SOUTH ELEVATION

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



ELEVATION KEYNOTES	
01	ASPHALT SHINGLE ROOF
02	FIBER CEMENT VERTICAL SIDING
03	FIBER CEMENT HORIZONTAL SIDING
04	FIBER CEMENT BOARD & BATTEN SIDING - COLOR 1
05	FIBER CEMENT BOARD & BATTEN SIDING - COLOR 2
06	CIP RETAINING WALL
07	METAL RAILING, PAINTED
08	FASCIA BOARD, PAINTED
09	RAFTER TAIL, PAINTED
10	KICKER, PAINTED
11	STRUCTURE, PAINTED
12	BUILDING MOUNTED LIGHT
13	PTAC UNIT, PAINTED TO MATCH WINDOW TRIM
14	BUILDING EXTENTS BEYOND
15	STANDING SEAM METAL ROOF
16	PREFIN. METAL GUTTER & DOWNSPOUT, SIM TO TRIM FINISH W/MFGR. STANDARD COLOR
17	COLUMN, STONE
18	METAL PANEL, PAINTED
19	NATURAL WOOD TRIM, PER ANNEXATION AGREEMENT

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ENTRADA WORKFORCE HOUSING / PARCEL 7

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11030 HIGHWAY 9 BRECKENRIDGE, CO

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

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SHEET TITLE:

ELEVATIONS

SHEET NUMBER

A200

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1
A201

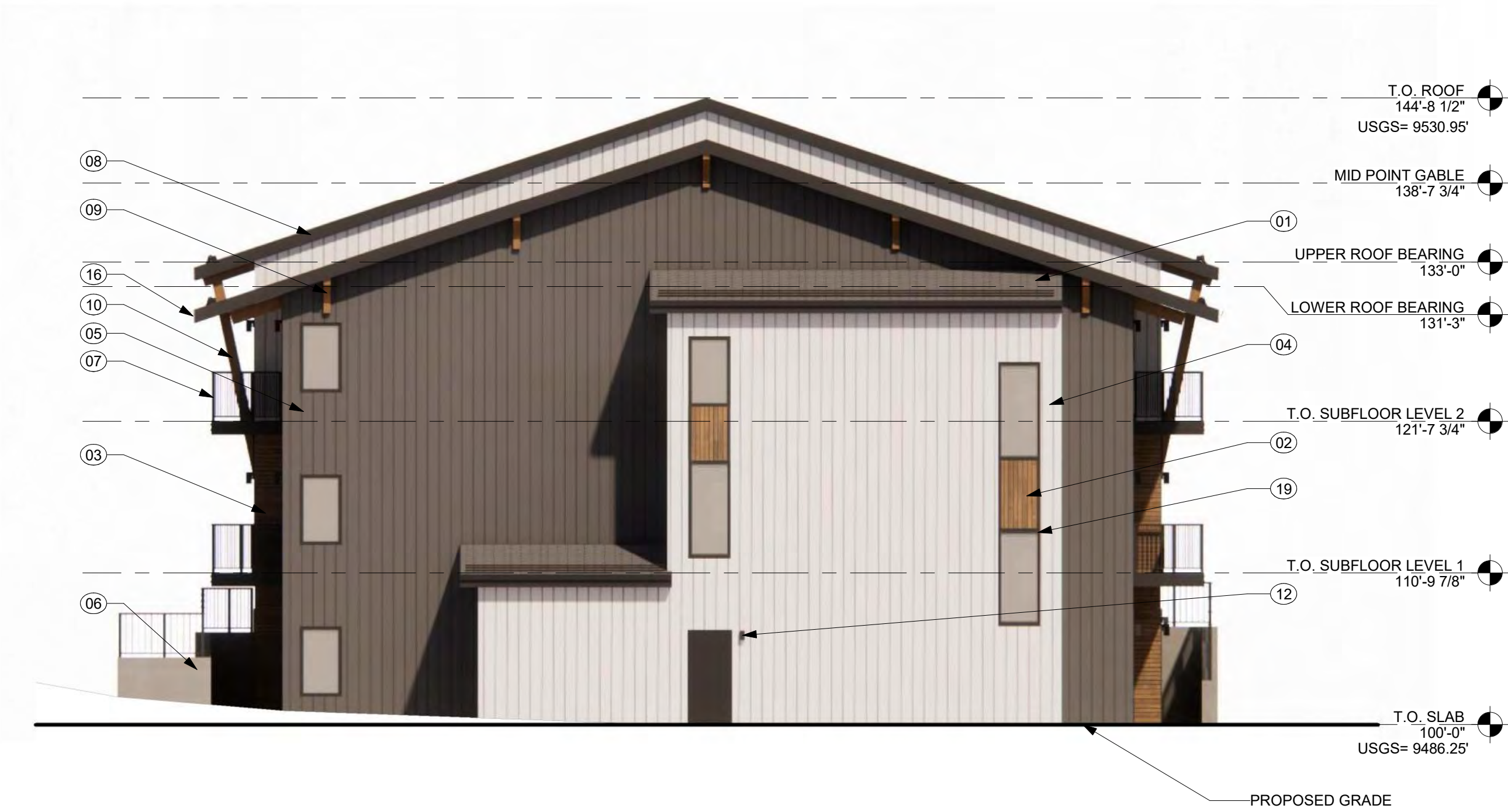
WEST ELEVATION
SCALE: 1/8" = 1'-0"



ELEVATION KEYNOTES	
01	ASPHALT SHINGLE ROOF
02	FIBER CEMENT VERTICAL SIDING
03	FIBER CEMENT HORIZONTAL SIDING
04	FIBER CEMENT BOARD & BATTEN SIDING - COLOR 1
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16	PREFIN. METAL GUTTER & DOWNSPOUT, SIM TO TRIM FINISH W/MFGR. STANDARD COLOR
17	COLUMN, STONE
18	METAL PANEL, PAINTED
19	NATURAL WOOD TRIM, PER ANNEXATION AGREEMENT

2
A201

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



ENTRADA WORKFORCE HOUSING / PARCEL 7

TRACT A2, ENTRADA AT BRECKENRIDGE

11030 HIGHWAY 9 BRECKENRIDGE, CO

PRELIMINARY CLASS A SITE PLAN SUBMITTAL

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SHEET TITLE:

ELEVATIONS

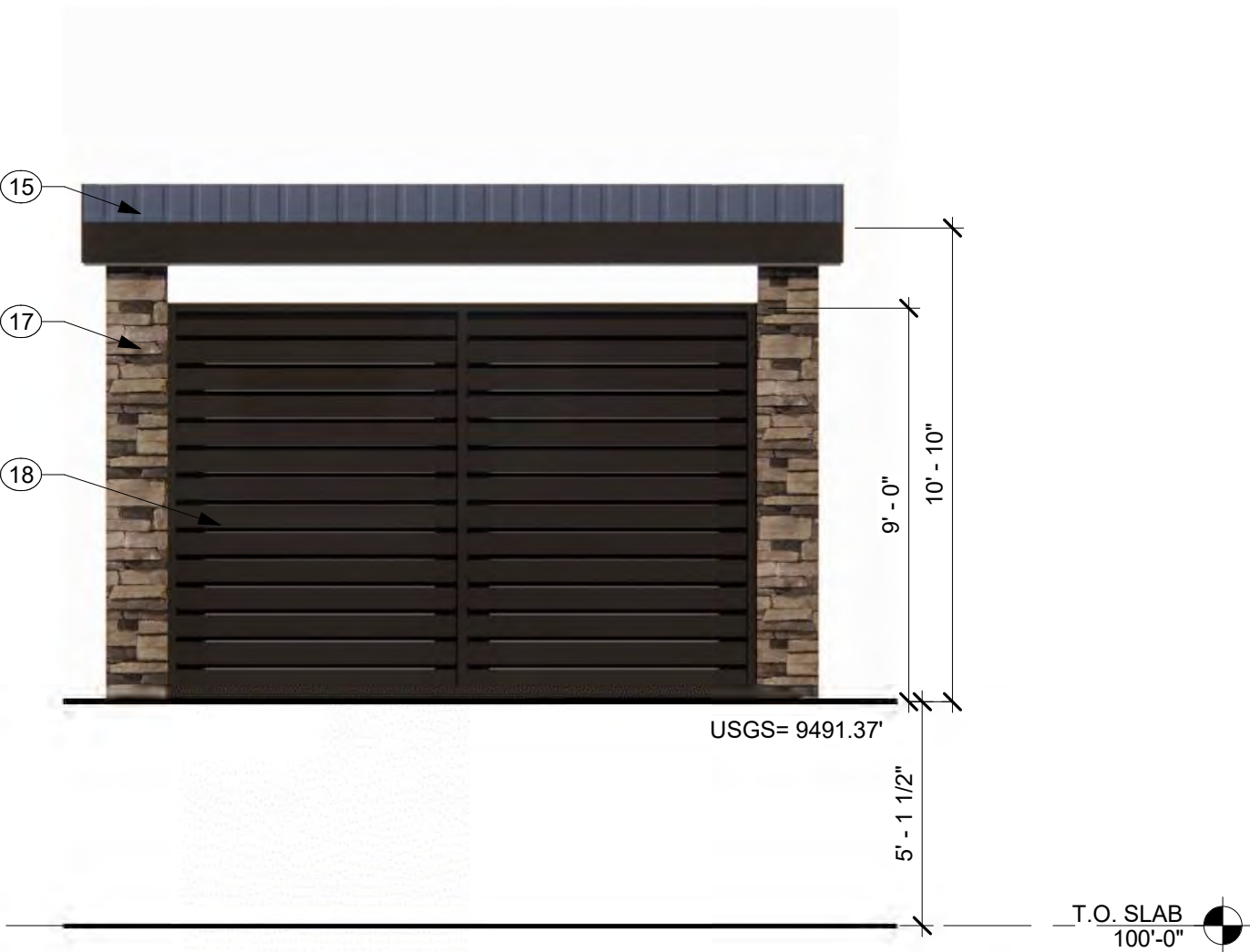
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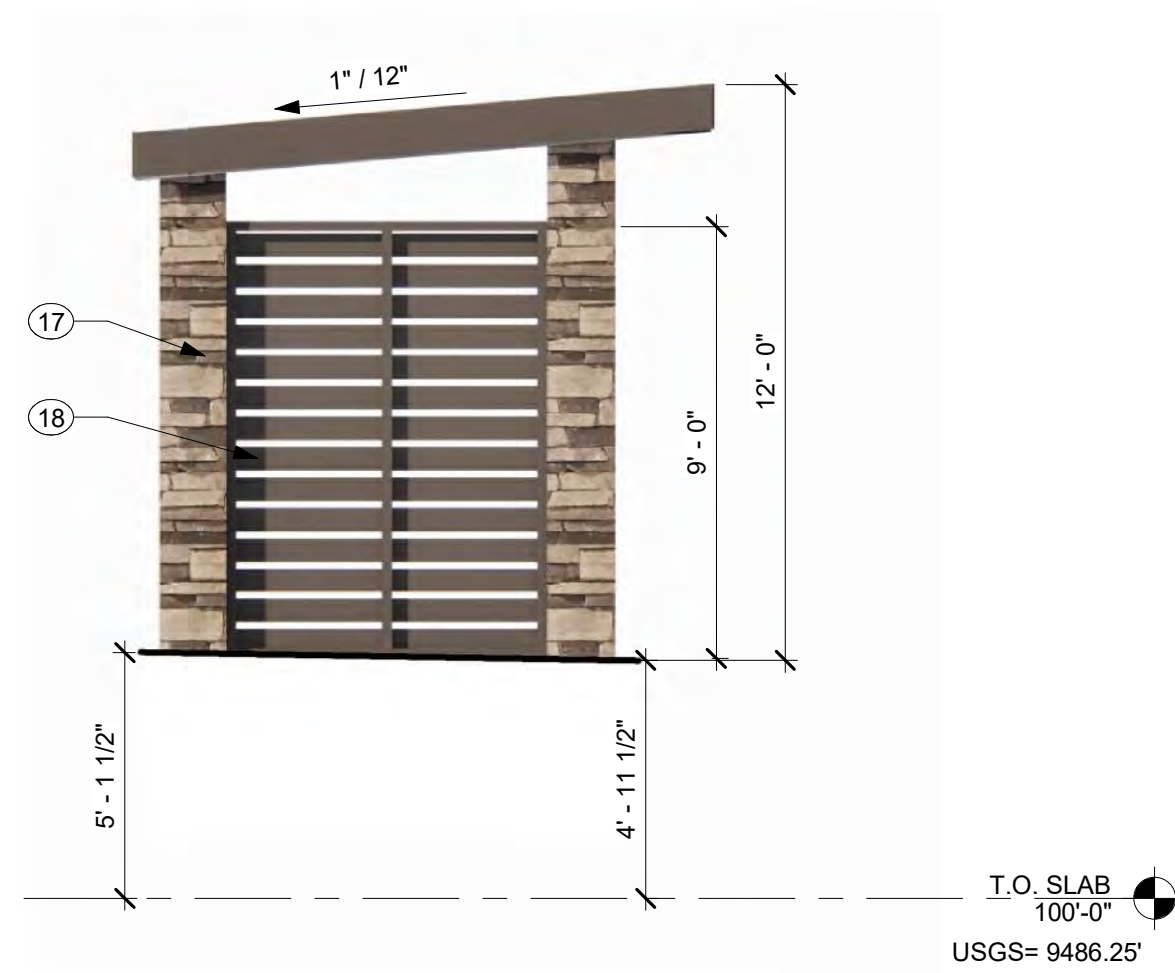
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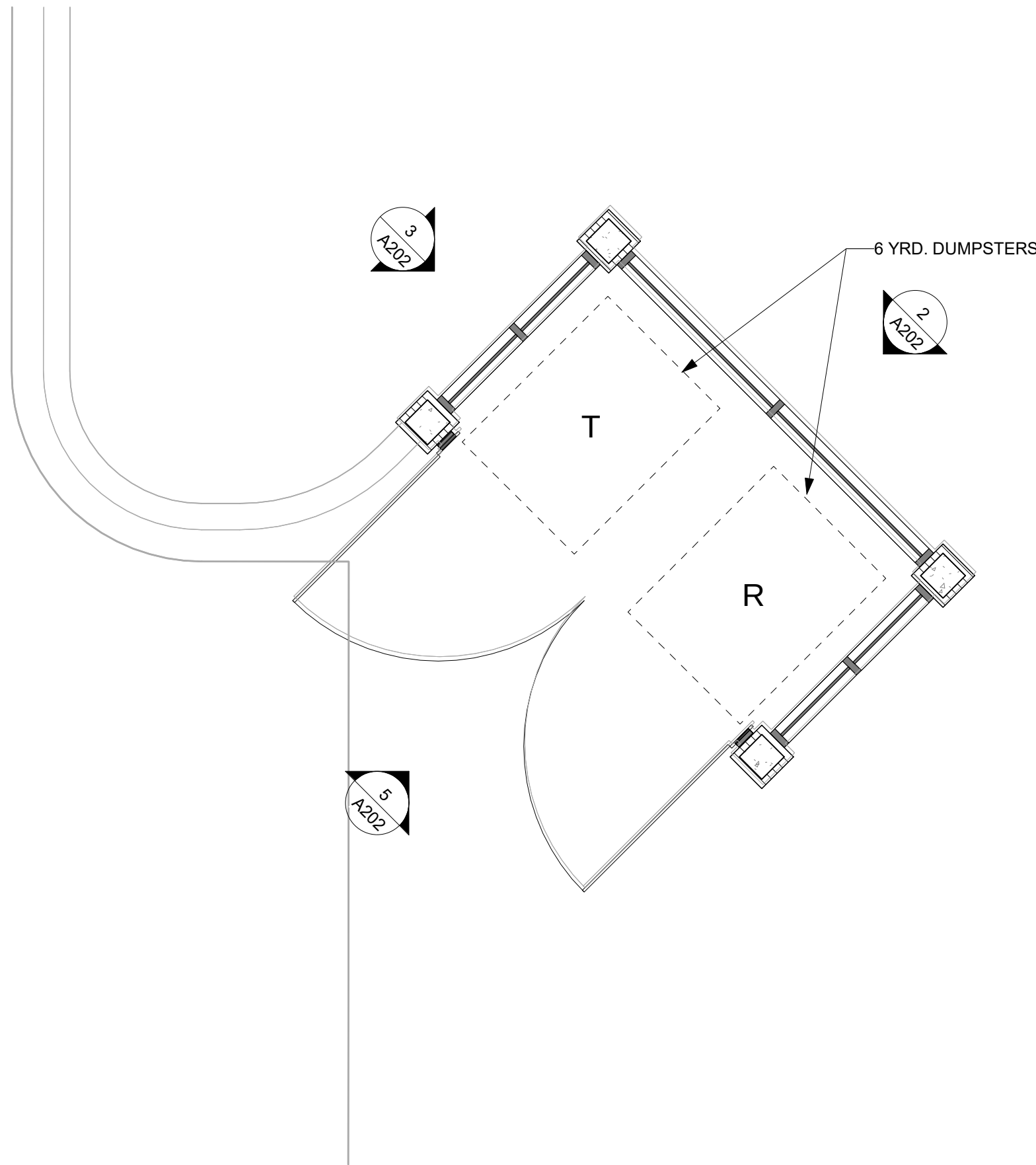
5 TRASH ENCLOSURE - WEST ELEVATION
SCALE: 1/4" = 1'-0"



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



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



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

ELEVATION KEYNOTES	
01	ASPHALT SHINGLE ROOF
02	FIBER CEMENT VERTICAL SIDING
03	FIBER CEMENT HORIZONTAL SIDING
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17	COLUMN, STONE
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19	NATURAL WOOD TRIM, PER ANNEXATION AGREEMENT



NORTH FACING VIEW



WEST FACING VIEW



SOUTH FACING VIEW



EAST FACING VIEW

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1	01/24/2025

SHEET TITLE:

SITE PHOTOS

SHEET NUMBER:

A800



NORTH FACING VIEW



WEST FACING VIEW



SOUTH FACING VIEW



EAST FACING VIEW



1332130

Taryn Power - Summit County Recorder

EXHIBIT B

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

ANNEXATION AND DEVELOPMENT AGREEMENT

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

RECITALS

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

B. The Town Council of the Town of Breckenridge (the “**Council**”) is the governing body of the Town, with the legal authority to approve annexations of property into the Town and to impose terms and conditions upon such annexations, which terms and conditions are set forth in their entirety herein, pursuant to, *inter alia*, the Colorado Municipal Annexation Act, C.R.S. §§ 31-12-101, *et seq.* (the “**Annexation Act**”), and to enter into development agreements conferring “**Vested Property Rights**” as defined in and pursuant to, *inter alia*, C.R.S. §§ 24-68-101 *et seq.* (the “**Vested Property Rights Act**”) and Article VII of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE I GENERAL PROVISIONS

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

1.2 Nature of Agreement. As further provided in Article VII, as between the Parties, this Agreement is a Site Specific Development Plan as that term is defined in Section 102 of the Vested Property Rights Act and constitutes a development agreement granting and establishing Vested Property Rights for a period consistent with Section 7.3 in accordance with Section 104(2) of the Vested Property Rights Act.

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

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

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

ARTICLE II ANNEXATION

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

2.1.1 The Zoning Ordinance; and

2.1.2 This Agreement.

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

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

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

ARTICLE III UTILITIES AND INFRASTRUCTURE

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

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

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

ARTICLE IV COMMITMENTS (PUBLIC BENEFITS)

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

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

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

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

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

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

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

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

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

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

ARTICLE V DENSITY TRANSFER

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

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

ARTICLE VI FUTURE APPROVALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Code Sections 9-1-19-5R.A and 9-1-19-5R.B) for use of modular construction of the building(s) and the use of non-natural materials to reduce maintenance and increase longevity of the building(s), provided that fiber cement siding is used on building elevations and windows are trimmed in natural wood as allowed by Relative Policy 5.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII VESTED PROPERTY RIGHTS

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

described in this Agreement shall constitute benefits and burdens to the land and shall run with title to the land.

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

7.2.1 Processing of Applications. The right to submit and for the Town to process Development Applications in accordance with the procedures and upon such terms set forth in this Agreement, or to the extent not addressed herein, the procedures set forth in the Town Code (as the same was in effect on the Effective Date). In the event that any amendment to the Town Code approved after the Effective Date creates generally applicable submittal requirements, procedural requirements, or approval criteria which conflict with or are in addition to the terms and conditions of this Agreement, BGV Entrada may choose whether the Town Code or the terms of this Agreement will apply to the Development Application.

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

7.2.3 Uniformity of Requirements. The right to continue and complete development of the Property with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the Town on other properties within the Town's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which case the terms and conditions of this Agreement shall control, except as otherwise set forth in Sections 7.2.1 and 7.2.2 above.

7.3 Term. In recognition of the complexity of the development contemplated by this Agreement, the time required to complete development, and the possible impact of economic cycles and varying market conditions during the course of development, and consistent with the terms of the Development Agreement, the Town has concluded and hereby agrees that the Vested Property Rights, including those identified in Section 7.2 of this Agreement, shall continue and have a duration until **November 8, 2032** (the "**Term**").

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

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

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

ARTICLE VIII DEFAULT AND REMEDIES

8.1 Default by the Town. A “breach” or “default” by the Town Council or the Town under this Agreement will be defined as the Town Council’s or the Town’s failure to fulfill or perform any express material obligation of the Town Council or the Town stated in this Agreement. Consistent with Sections 105(1)(a) and (b) of the Vested Property Rights Act, the Parties acknowledge and expressly intend that the Vested Property Rights preclude any zoning or land use action by a local government or pursuant to any initiated measure which would materially alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development of the Project or the use of the Property as set forth in this Agreement, except that such rights may be divested only (a) with the consent of the owner of the affected portion of the Property; or (b) upon the discovery of natural or manmade hazards on, or in the immediate vicinity of, the Property, which hazards could not have been reasonably discovered at the time of approval of this Agreement, and which hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare. Such natural or manmade hazards may include, but are not limited to, acts of God or other *force majeure*, or failure(s) of Town utilities necessary to serve the Property or Project. Accordingly, subject to the exceptions listed in clauses (a) and (b) above, any of the foregoing zoning or land use actions by the Town Council or the Town would impermissibly divest BGV Entrada of the benefits of the Vested Property Rights, would constitute a breach or default under the Vested Property Rights Act and would entitle BGV Entrada to the specific and limited remedies set forth herein.

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

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

8.2 Obligation to Provide Notice and Opportunity to Cure. If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such 60-day period that it is actively and diligently pursuing a cure, the Party

alleged to be in default will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing cure period, the Party asserting that the Council and/or the Town is in default will have the right to include a claim for breach of this Agreement and/or of the Vested Property Rights Act in any claim brought under C.R.C.P. 106(a)(4) if the Party reasonably believes that failure to include such claim could jeopardize the Party's ability to exercise its remedies under this Agreement or under the Vested Property Rights Act at a later date. Any claim for breach of this Agreement or the Vested Property Rights Act that is brought before the expiration of the applicable cure period will not be prosecuted by the Party asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party if the default is cured in accordance with this Section 8.2.

8.3 Remedies.

8.3.1 Generally. Except to the extent this Agreement expressly states otherwise, the Party asserting the default will have the right to pursue and be entitled to enforce specific performance of the defaulting Party's obligations under this Agreement, which will be the sole remedy under this Agreement; provided, however, if there is a final judicial determination that a Party is in default under this Agreement but the court determines specific performance is not available or will not be granted as a remedy for such default: (i) BGV Entrada will be entitled to the contingent remedy described in Section 8.3.3; and (ii) if BGV Entrada is determined in a final judicial judgment to have failed to abide by the terms of this Agreement, the Town Council and the Town will be entitled such remedies as may be available at law or in equity, subject to the limitations set forth in Section 8.3.2, and, additionally, to enforce the forfeiture of the Vested Property Rights.

8.3.2 Vested Property Rights; Mutual Waivers. Although the Vested Property Rights Act provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the Vested Property Rights, the Town desires not to be subject to liability for monetary damages pursuant to the Vested Property Rights Act as a remedy for breach or default with respect to the Vested Property Rights. Accordingly, BGV Entrada hereby knowingly, intentionally, voluntarily and irrevocably waive, for itself and for its successors and assigns, any remedial right it may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to be paid money damages as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights; and the Town Council hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town Council or the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to pay money damages to BGV Entrada and/or its successor(s) and assign(s) as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights. The Parties have executed and entered into the foregoing mutual waivers with the express intent that such waivers will be mutually binding and enforceable as to each of them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them as a result of such mutual waivers and otherwise accruing to each of them pursuant to this Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town Council and the Town are precluded from divesting, depriving, impairing or violating the Vested Property Rights under any circumstances other than those stated in Section 8.1.

8.3.3 Contingent Remedy. Only if, notwithstanding the foregoing mutual waivers and the Parties' express intent as to the enforceability and remedial effect of such waivers, it is judicially determined that the terms and conditions (either in whole or in part) set forth in this Article 8 will not be enforced against the Town Council and the Town as written, BGV Entrada will be entitled to pursue and be awarded just compensation pursuant to Section 105(1)(c) of the Vested Property Rights Act to the extent the Town Council or the Town takes any action which has the effect of divesting, depriving, impairing or violating the Vested Property Rights and such action constitutes a compensable action under the Vested Property Rights Act.

ARTICLE IX RESPONSIBILITIES OF THE TOWN

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

9.2 Infrastructure Permit. The Town shall, upon BGV Entrada's request at any point following the approval of the Development Permit, issue to BGV Entrada at least one infrastructure permit for the Property that will allow for infrastructure and site work related to the Project and/or the Public Improvements, including deep utilities, grading, construction of storm water management systems, and mass excavation, to commence prior to issuance of a building permit, subject to approval by the Town Engineering Department.

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

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

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

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

ARTICLE X MANDATORY PROVISIONS

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

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

10.2 Successors and Assigns; Binding Effect.

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

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

10.3 If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such 60-day period that it is actively and diligently pursuing a cure, the Party alleged to be in default will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing cure period, the Party asserting that the Council and/or the Town is in default will have the right to include a claim for breach of this Agreement and/or of the Vested Property Rights Act in any claim brought under C.R.C.P. 106(a)(4) if the Party reasonably believes that failure to include such claim could jeopardize the Party's ability to exercise its remedies under this Agreement or under the Vested Property Rights Act at a later date. Any claim for breach of this Agreement or the Vested Property Rights Act that is brought before the expiration of the applicable cure period will not be prosecuted by the Party asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party if the default is cured in accordance with this Section 10.3.

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

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

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

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

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

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

ARTICLE XI MISCELLANEOUS

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

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

If to the Town:

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

shannonh@townofbreckenridge.com

With a required copy to:

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

If to BGV Entrada:

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

With a required copy to:

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

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

11.3 Entire Agreement. Except for the Development Agreement, this Agreement constitutes the entire and final understanding between the Parties with respect to the subject matter hereof. Except for the Development Agreement, this Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof, which shall be of no further force and effect.

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

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

11.6 Conflict with Other Provisions of the Town Code. In the event any provision of this Agreement or the application thereof conflicts with any provision of the Town Code, this Agreement shall control the determination of the rights and obligations of the Parties with respect to such conflicting matter, (except as set forth in Sections 7.2.1 and 7.2.2). When adopted by the Town pursuant to ordinance, this Agreement shall be deemed to be an amendment of any such conflicting provision of the Town Code with respect to the subject matter thereof.

11.7 Adoption of Agreement Deemed to be a Legislative and Administrative Act; Referendum. As set forth in and expressly authorized by Section 104(2) of the Vested Property Rights Act, this Agreement and the Vested Property Rights conferred hereby are adopted as a legislative act pursuant to such authority conferred upon the Council by the Vested Property Rights Act. If and to the extent the Vested Property Rights Act subjects the Council's establishment of the Vested Property Rights pursuant to this Agreement to referendum, and any referendum succeeds in overturning the Council's establishment of the Vested Property Rights pursuant to this Agreement, such result will not be construed as overturning, negating or otherwise affecting the Council's approval of this Agreement (which will, subject to Section 10.8, remain in effect and binding on the Parties), the Annexation, and the Zoning.

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

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

11.10 Counterparts; Electronic Delivery. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Executed copies hereof may be delivered by telecopier or e-mail (pdf) and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

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

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

11.13 Venue and Choice of Law; Waiver of Right to Jury Trial; Construction. Venue will be in the district court for the State of Colorado, Summit County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, each Party hereby waives any and all right to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. In the event of ambiguity in this Agreement, any rule of construction which favors a Party's interpretation as

a non-drafting party will not apply, and the ambiguous provision will be interpreted as though no specific party was the drafter.

[Signatures on Following Pages]

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

TOWN OF BRECKENRIDGE

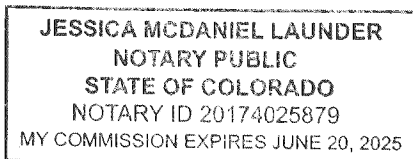
By: 
Shannon Haynes, Manager

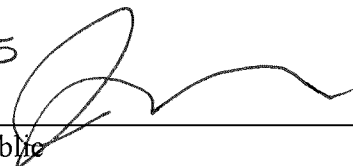
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

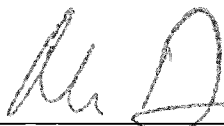
Witness my hand and official seal.

My commission expires: June 20, 2025




Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

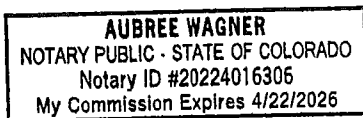
By: 
Michael A. Dudick, Member

STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026



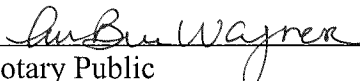

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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



"Exhibit A"

EXISTING TOWN BOUNDARY

ANNEXATION BOUNDARY

■ FOUND REBAR & STEEL CAP (ILLEGIBLE)

● FOUND REBAR & PLASTIC CAP (PLS 9939)

⊙ FOUND REBAR & PLASTIC CAP (PLS 27924)

○ FOUND REBAR & PLASTIC CAP (ILLEGIBLE)

● FOUND #4 REBAR

□ FOUND REBAR & PLASTIC CAP (PLS 23901)

[illegible]

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

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

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

BEGINNING AT THE SOUTHEAST PROPERTY CORNER OF TRACT A2, ENTRADA AT
BRECKENRIDGE; THENCE S21°49'50"W A DISTANCE OF 14.17 FEET, THENCE N77°04'50"W A
DISTANCE OF 10.63 FEET, THENCE S89°00'00"W A DISTANCE OF 10.63 FEET, THENCE
RIGHT HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 103°52'57" AND A CHORD
WHICH BEARS N107°48'42" E 22.00 FEET DISTANT, THENCE S77°04'50" E A DISTANCE OF
10.63 FEET, THENCE S89°00'00"W A DISTANCE OF 10.63 FEET, THENCE RIGHT HAVING
A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 117°39'30" AND A CHORD WHICH BEARS
N107°48'42" E 22.00 FEET DISTANT, THENCE S77°04'50" E A DISTANCE OF 10.70 FEET, THENCE
RIGHT HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 103°52'57" AND A CHORD
0.81 FEET ALONG THE ARC, A CURVE TO THE LEFT HAVING A RADIUS OF 14.00 FEET,
A CENTRAL ANGLE OF 117°39'30" AND A CHORD WHICH BEARS S71°30'16" E 9.59 FEET DISTANT,
THENCE S89°00'00"W A DISTANCE OF 10.63 FEET TO THE POINT OF BEGINNING CONTAINING
4,047 SQUARE FEET, OR 0.093 ACRE MORE OR LESS.

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

COMMENCING AT THE SOUTHEAST PROPERTY CORNER OF TRACT A2, ENTRADA AT BRECKENRIDGE; THENCE S 21°49'20"W A DISTANCE OF 14.17 FEET TO THE POINT OF BEGINNING; THENCE S 21°49'20"W A DISTANCE OF 43.73 FEET; THENCE N7°04'50"W A DISTANCE OF 189.05 FEET; THENCE N18°50'53"W A DISTANCE OF 50.82 FEET; THENCE N7°04'50"W A DISTANCE OF 211.57 FEET TO THE POINT OF BEGINNING, CONTAINING 8,891 SQUARE FEET OR 0.204 ACRE MORE OR LESS.

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

BY: _____
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

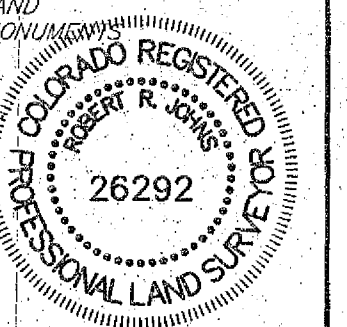
NOTICE: _____

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

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

I, ROBERT R. JOHNS, A COLORADO REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME AND UNDER MY SUPERVISION, AND THAT BOTH THIS MAP AND THE SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE MONUMENTS WERE PLACED PURSUANT TO CRS 38-51-103.

DATED THIS 24th DAY OF August, A.D., 2022
Robert R. Johns
 ROBERT R. JOHNS, P.L.S. NO. 26292

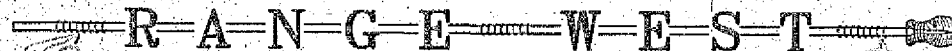


STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

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

SUMMIT COUNTY CLERK AND RECORDER

Dram 666/UK	Dwg ANNEXP1A1_A2	Project 17324
Checked RWJ	Date 08/24/2022	Sheet 1 of 1



RANGE WEST
ENGINEERS & SURVEYORS INC.

P.O. Box 589
Silverthorne, CO 80498 970-468-6281

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	25.30'	14.00'	103°32'57"	N51°08'42"E	22.00'
C2	12.24'	62.00'	111°28'55"	S71°25'32"E	12.62'
C3	9.61'	48.00'	118°05'05"	S73°30'30"E	9.55'
C4	25.43'	74.00'	74°00'00"	S39°54'25"E	30.21'
C5	68.58'	50.00'	66°35'30"	S53°19'59"W	64.72'
C6	41.14'	78.01'	33°40'24"	N60°14'38"W	40.55'
C7	51.14'	114.03'	25°41'38"	S59°53'02"E	50.71'
C8	71.31'	55.00'	74°20'53"	N39°55'12"W	66.47'

NOTE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



1331127

Taryn Power - Summit County Recorder

"Attachment A":

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

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE 1 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

1.5 Landowner Cooperation and Consent.

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

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

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

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

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

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

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

ARTICLE 2 COMMITMENTS (PUBLIC BENEFITS)

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

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

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

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

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

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

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

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

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

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

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

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

2.7 Cucumber Gulch Improvements.

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

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

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

ARTICLE 3 GONDOLA LOT MASTER PLAN AMENDMENT

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

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

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

(a) Parcel 1: 0.0 SFEs

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

(c) Parcel 3: Up to 30.0 SFEs.

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

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

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

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

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

ARTICLE 4

PEAK 7 & 8 MASTER PLAN AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Parcel 5; and

(b) Parcel 6.

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

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

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

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

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

ARTICLE 5

PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 PARCEL 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 PARCEL 3

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8

PARCEL 4

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

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

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

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

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

(d) Building Height

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9

PARCEL 5

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

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

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

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

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

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

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

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

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

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

ARTICLE 10

PARCEL 6

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11

PARCEL 7

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

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

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

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

ARTICLE 12 VESTED PROPERTY RIGHTS

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

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

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

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

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

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

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

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

ARTICLE 13 DEFAULT AND REMEDIES

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

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

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

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

13.2 Remedies.

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

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

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

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

ARTICLE 14

RESPONSIBILITIES OF THE TOWN

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

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

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

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

ARTICLE 15 MANDATORY PROVISIONS

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

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

15.2 Successors and Assigns; Binding Effect; Recording.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 MISCELLANEOUS

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

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

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

If to the Town:

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

With a required copy to:

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

If to Gondola Properties:

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

With a required copy to:

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

If to BGV Entrada:

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

With a required copy to:

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

If to VSRI:

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

If to LC Breckenridge:

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

With required copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

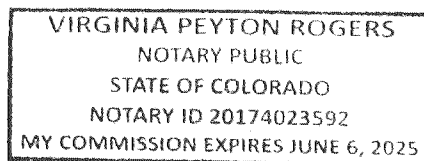
16.13 Venue and Choice of Law; Waiver of Right to Jury Trial; Construction. Venue will be in the district court for the State of Colorado, Summit County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, each Party hereby waives any and all right to request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

[SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

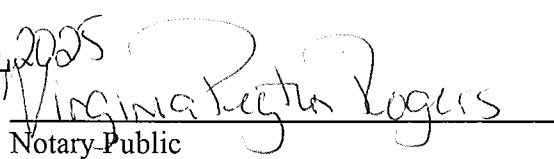
By: 
Shannon Haynes, Manager

STATE OF Colorado)
COUNTY OF Summit) SS:

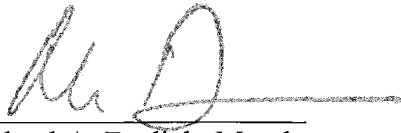


The foregoing instrument was acknowledged before me this 23rd day of May, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: June 6, 2025

Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

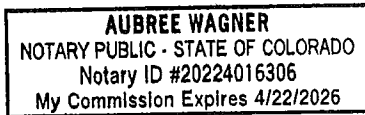
By: 
Michael A. Dudick, Member

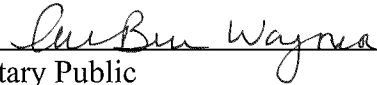
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

GONDOLA PROPERTIES, LLC,
a Colorado limited liability company

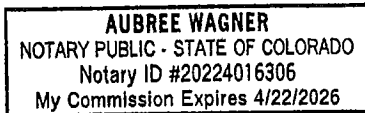
By: 
Michael A. Dudick, Member

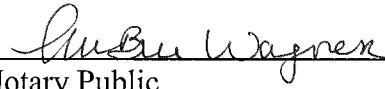
STATE OF Colorado)
) ss:
COUNTY OF Summit)

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

Witness my hand and official seal.

My commission expires: 4/22/2026




Notary Public

LC BRECKENRIDGE HOLDCO, LLC
a Colorado limited liability company

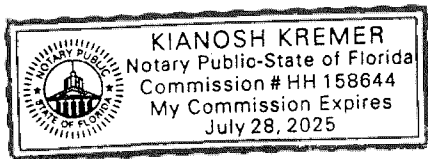
By: [Signature]
Name: Jordan Suppan
Title: Authorized Signatory

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

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

Witness my hand and official seal.

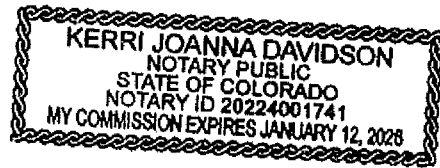
My commission expires: July 28, 2025



[Signature]
Notary Public

VAIL SUMMIT RESORTS, INC.
a Colorado corporation

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



STATE OF CO)
COUNTY OF Denver) ss:

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

Witness my hand and official seal.

My commission expires: 1/12/26

[Signature]
Notary Public

Signature Page to Development Agreement

Exhibit 1
[Parcel 1 Legal Description]

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

Exhibit 2
[Parcel 2 Legal Description]

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

Exhibit 3
[Parcel 3 Legal Description]

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

Exhibit 4
[Parcel 4 Legal Description]

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

Exhibit 5
[Parcel 5 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

Exhibit 6
[Parcel 6 Legal Description]

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

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

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

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

Exhibit 7
[Parcel 7 Legal Description]

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

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
_____, Town Manager

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[INSERT]

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

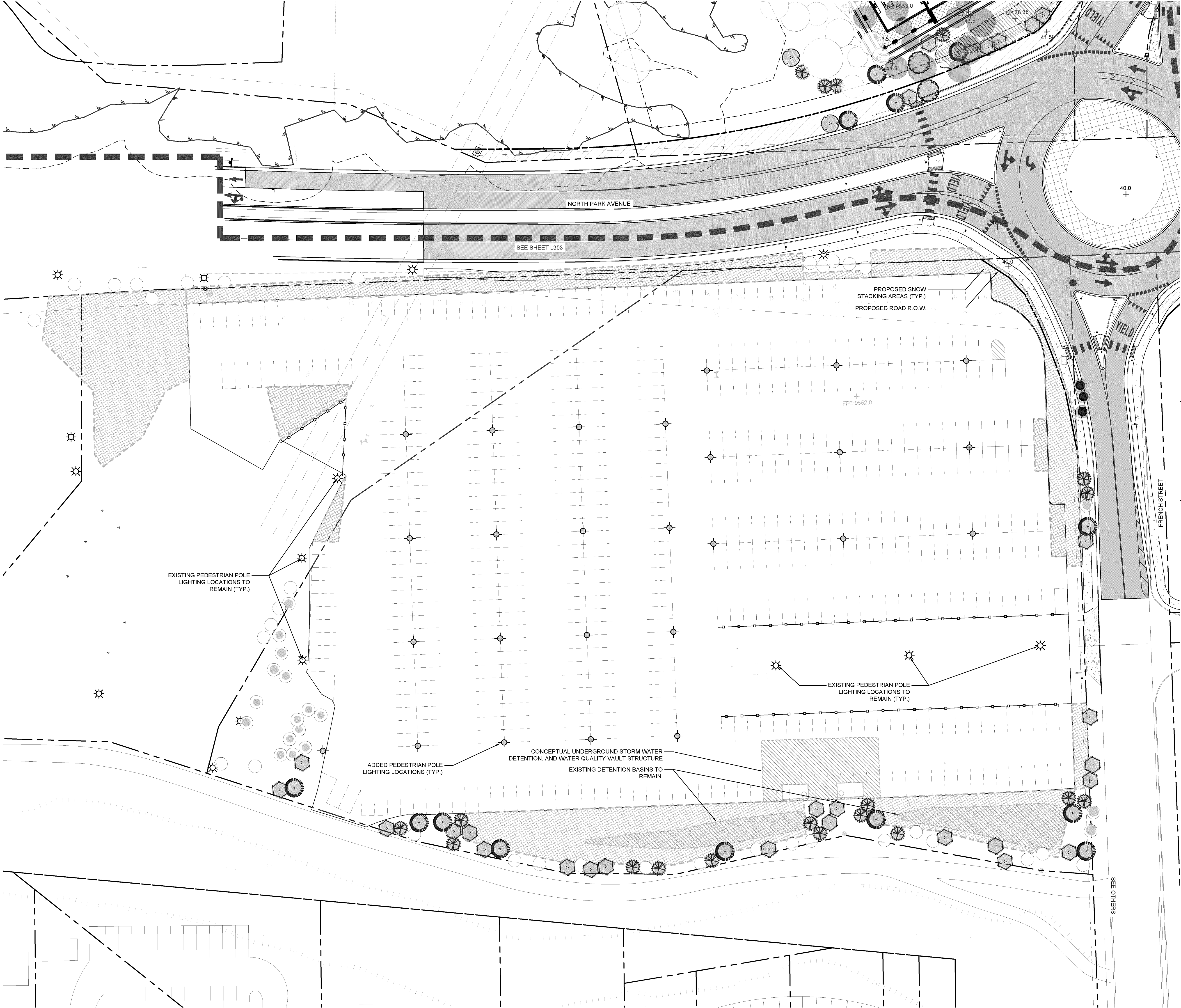
Legal Description of the Sending Parcel

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

Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]

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



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

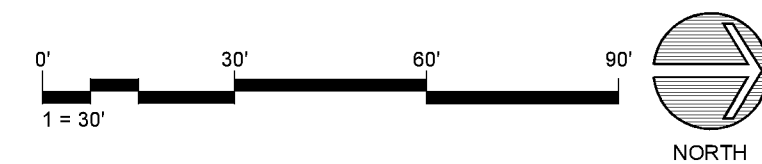
TOTAL PRESERVED

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

DTJ DESIGN, Inc.

3101 Ins Avenue, Suite 130

Boulder, Colorado 80301

T 303.443.7533

www.dtydesign.com

NORTH GONDOLA LOT & GOLD RUSH LOTS

355 N. PARK AVE. BRECKENRIDGE, CO

NOT FOR CONSTRUCTION

DRAWN BY: ZE/TJ

CHECKED BY: DTJ

PROJECT NO.: 2019026

ISSUE DATE: 03/15/2024

REVISIONS:

SHEET TITLE:

NORTH GONDOLA LOT SITE+PLANTING PLAN

SHEET NUMBER:

L303

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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.	

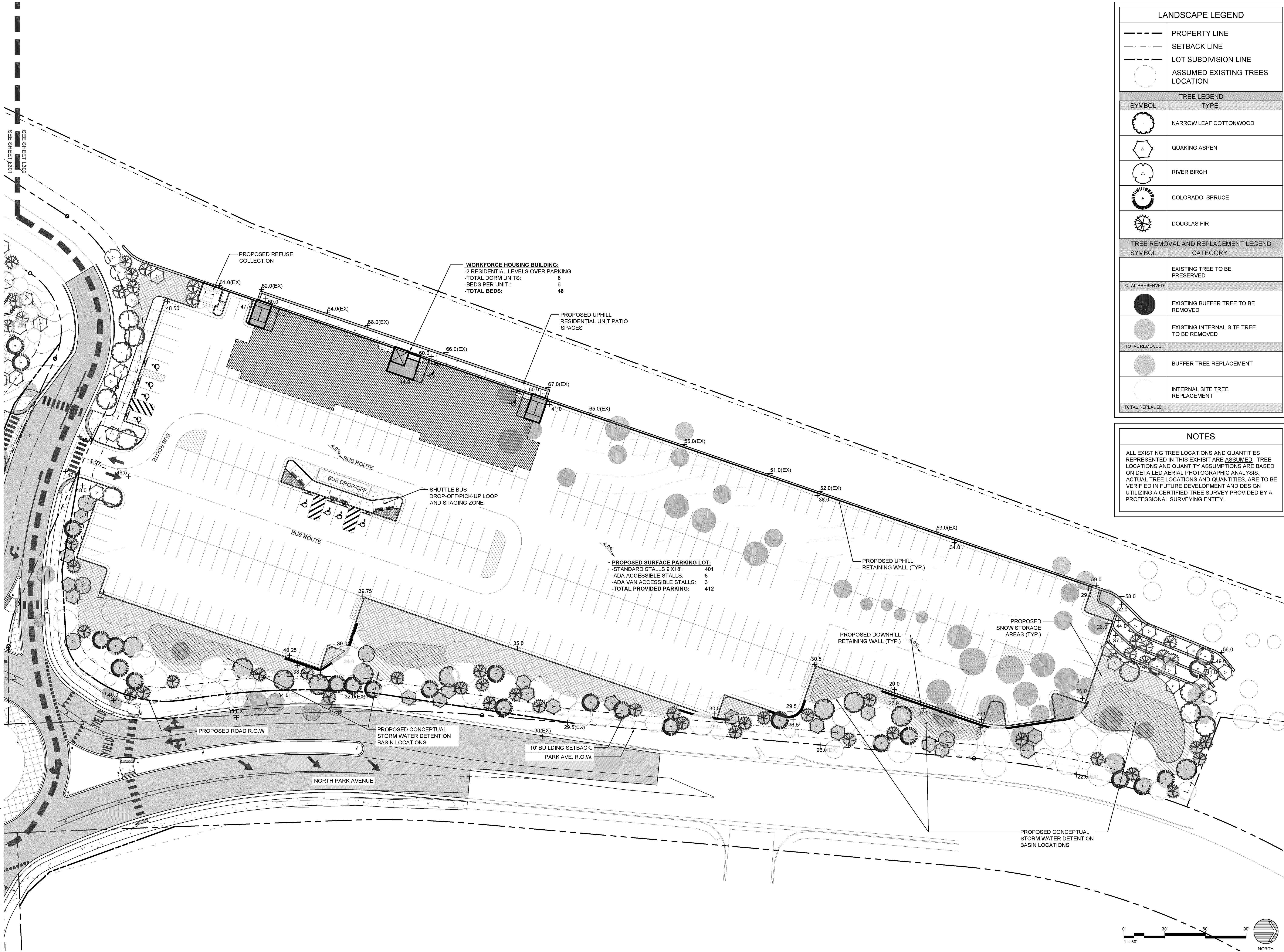


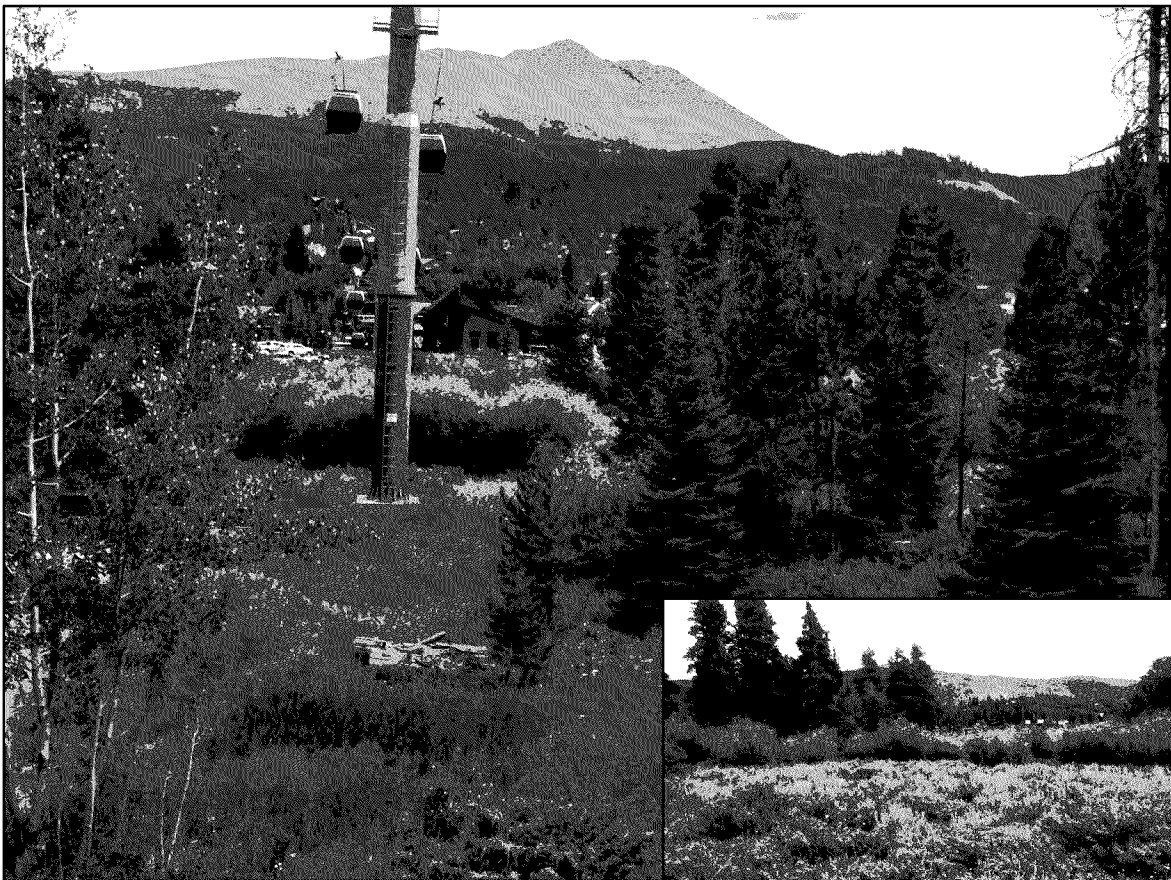
Exhibit 11
[Wetlands Report]

Alpine Ecological Resources, LLC

Gold Rush Lots Wetland Technical Report

Breckenridge, Colorado

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



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

Gold Rush Lots

Wetland Technical Report

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Gold Rush Lots

Wetland Technical Report

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Table 1 – Permanent Wetland Impacts (p.10)

Appendices

Appendix A – Wetland Determination Data Forms

Appendix B – Site Photographs

Appendix C – Site Plan and Wetland Disturbance

Abbreviations and Acronyms

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

Gold Rush Lots

Wetland Technical Report

1.0 Introduction

1.1 Purpose of This Report

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

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

1.2 Project Description

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

Gold Rush Lots

Wetland Technical Report

2.0 Site Description

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

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

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

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

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

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

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Wetland Technical Report

3.0 Methods

3.1 Literature Review

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

3.2 Field Data Collection

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

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

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

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

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

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

Gold Rush Lots

Wetland Technical Report

3.3 Mapping

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

3.4 Wetland Classification

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

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

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

3.5 Wetland Functional Assessment

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

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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.

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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.

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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.

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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.

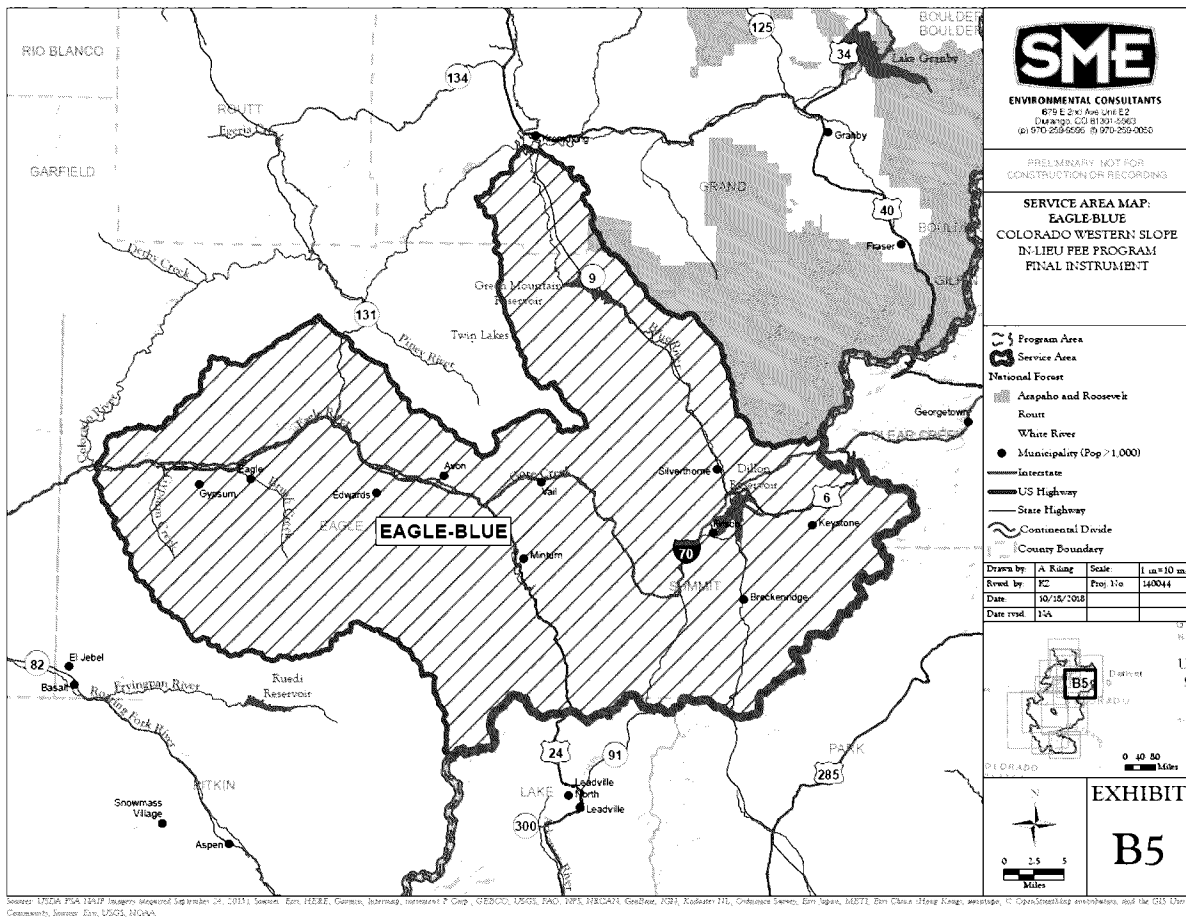
7.2 Wetland Setback Mitigation

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.

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Wetland Technical Report

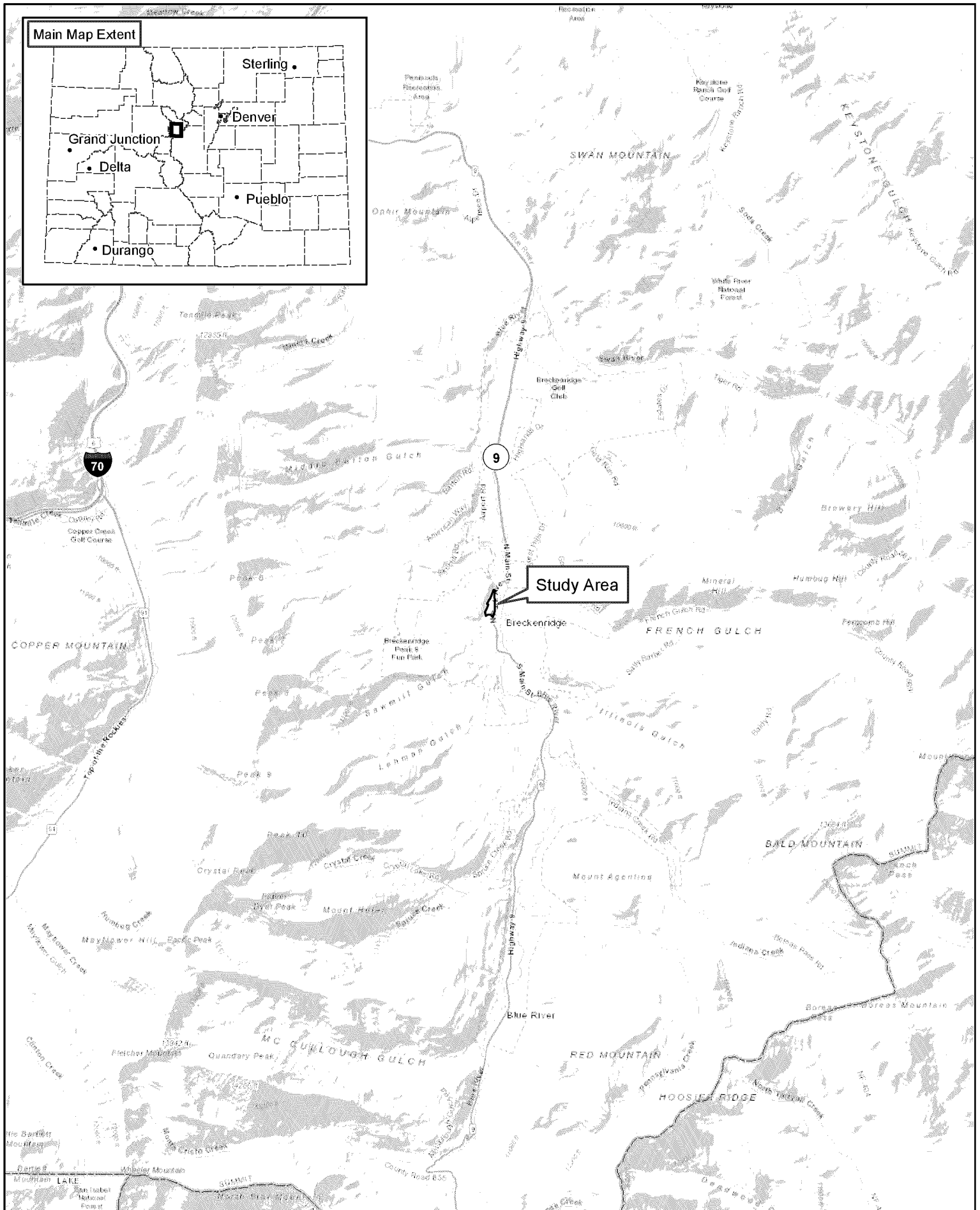


Gold Rush Lots

Wetland Technical Report

8.0 Literature Cited

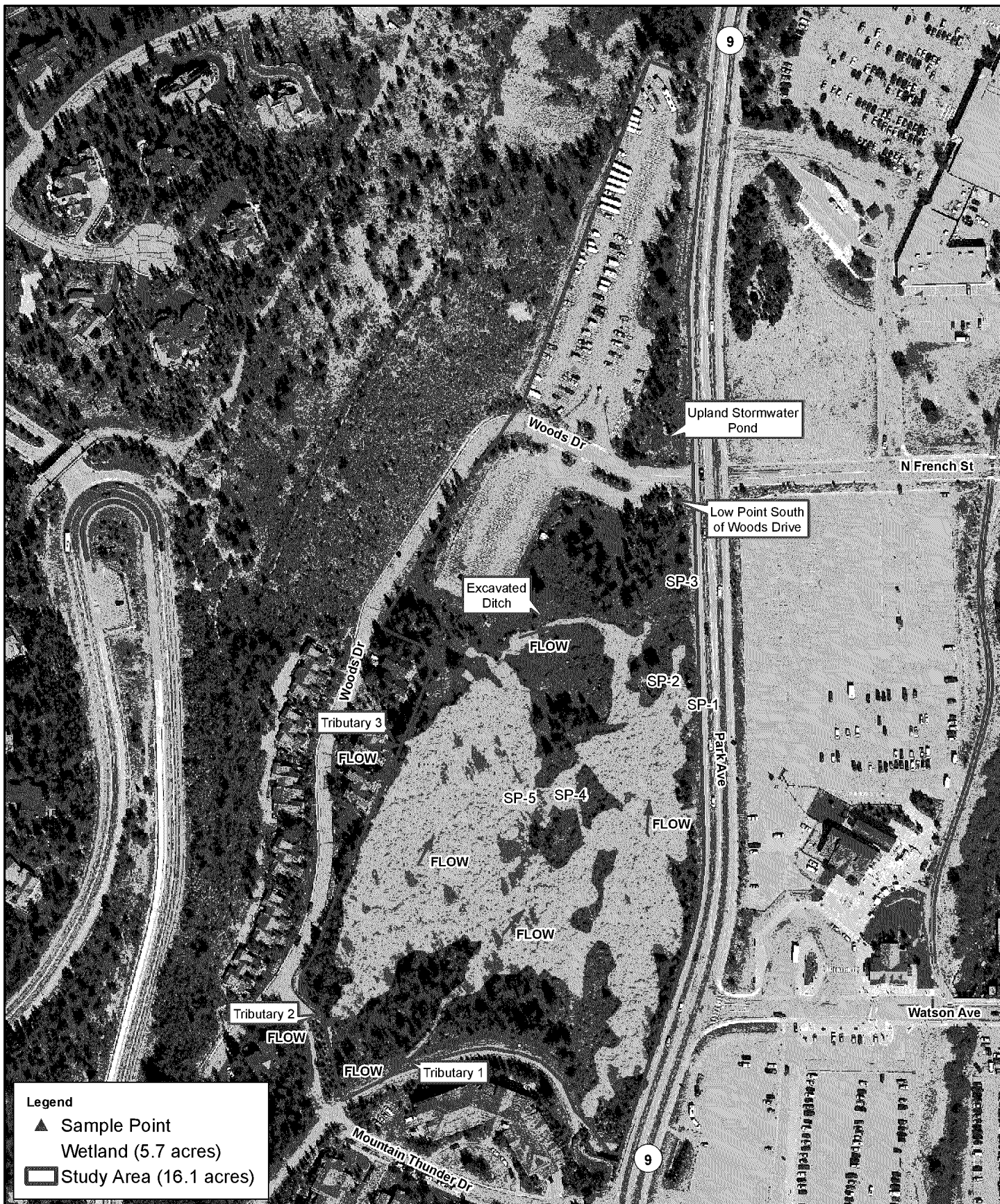
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Gold Rush Parking Lot

Figure 1
Site Location Map

07/19/2021



08/13/2020

Gold Rush Parking Lot

Figure 2
Wetlands and Other
Water Features

Appendix A

Wetland Determination Data Forms

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

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

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

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1.					Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
2.																					
3.																					
4.																					
5.																					
			=Total Cover																		
Sapling/Shrub Stratum	(Plot size: <u>15-ft radius</u>)																				
1.	<u>Salix drummondiana</u>	<u>10</u>	<u>Yes</u>	<u>FACW</u>	Prevalence Index worksheet: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: left;">Multiply by:</th> </tr> <tr> <td>OBL species <u>10</u></td> <td>x 1 = <u>10</u></td> </tr> <tr> <td>FACW species <u>30</u></td> <td>x 2 = <u>60</u></td> </tr> <tr> <td>FAC species <u>45</u></td> <td>x 3 = <u>135</u></td> </tr> <tr> <td>FACU species <u>5</u></td> <td>x 4 = <u>20</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>90</u> (A)</td> <td><u>225</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.50</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>10</u>	x 1 = <u>10</u>	FACW species <u>30</u>	x 2 = <u>60</u>	FAC species <u>45</u>	x 3 = <u>135</u>	FACU species <u>5</u>	x 4 = <u>20</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>90</u> (A)	<u>225</u> (B)	Prevalence Index = B/A = <u>2.50</u>	
Total % Cover of:	Multiply by:																				
OBL species <u>10</u>	x 1 = <u>10</u>																				
FACW species <u>30</u>	x 2 = <u>60</u>																				
FAC species <u>45</u>	x 3 = <u>135</u>																				
FACU species <u>5</u>	x 4 = <u>20</u>																				
UPL species <u>0</u>	x 5 = <u>0</u>																				
Column Totals: <u>90</u> (A)	<u>225</u> (B)																				
Prevalence Index = B/A = <u>2.50</u>																					
2.	<u>Salix monticola</u>	<u>10</u>	<u>Yes</u>	<u>OBL</u>																	
3.																					
4.																					
5.																					
		<u>20</u>	=Total Cover																		
Herb Stratum	(Plot size: <u>1x3 meter</u>)																				
1.	<u>Mertensia ciliata</u>	<u>20</u>	<u>Yes</u>	<u>FACW</u>	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> <u>2</u> - Dominance Test is >50% <u>X</u> <u>3</u> - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2.	<u>Agrostis gigantea</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
3.	<u>Poa pratensis</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
4.	<u>Elymus trachycaulus</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
5.	<u>Taraxacum officinale</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
6.																					
7.																					
8.																					
9.																					
10.																					
11.																					
		<u>70</u>	=Total Cover																		
Woody Vine Stratum	(Plot size: <u>1x3 meter</u>)																				
1.					Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
2.																					
			=Total Cover																		
% Bare Ground in Herb Stratum <u>25</u>																					

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

SOIL

Sampling Point: SP1

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

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

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

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

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

HYDROLOGY

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

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

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

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

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

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

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1.					Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>5</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>83.3%</u> (A/B)																
2.																					
3.																					
4.																					
5.																					
		=Total Cover																			
Sapling/Shrub Stratum	(Plot size: <u>15-ft radius</u>)																				
1.	<u>Dasiphora fruticosa</u>	<u>10</u>	<u>Yes</u>	<u>FAC</u>	Prevalence Index worksheet: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 40%;">Total % Cover of:</th> <th style="width: 60%;">Multiply by:</th> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>15</u></td> <td>x 2 = <u>30</u></td> </tr> <tr> <td>FAC species <u>75</u></td> <td>x 3 = <u>225</u></td> </tr> <tr> <td>FACU species <u>27</u></td> <td>x 4 = <u>108</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>117</u> (A)</td> <td><u>363</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.10</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>15</u>	x 2 = <u>30</u>	FAC species <u>75</u>	x 3 = <u>225</u>	FACU species <u>27</u>	x 4 = <u>108</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>117</u> (A)	<u>363</u> (B)	Prevalence Index = B/A = <u>3.10</u>	
Total % Cover of:	Multiply by:																				
OBL species <u>0</u>	x 1 = <u>0</u>																				
FACW species <u>15</u>	x 2 = <u>30</u>																				
FAC species <u>75</u>	x 3 = <u>225</u>																				
FACU species <u>27</u>	x 4 = <u>108</u>																				
UPL species <u>0</u>	x 5 = <u>0</u>																				
Column Totals: <u>117</u> (A)	<u>363</u> (B)																				
Prevalence Index = B/A = <u>3.10</u>																					
2.	<u>Salix drummondiana</u>	<u>5</u>	<u>Yes</u>	<u>FACW</u>																	
3.	<u>Lonicera involucrata</u>	<u>5</u>	<u>Yes</u>	<u>FAC</u>																	
4.																					
5.																					
		<u>20</u>	=Total Cover																		
Herb Stratum	(Plot size: <u>1x3 meter</u>)																				
1.	<u>Agrostis scabra</u>	<u>25</u>	<u>Yes</u>	<u>FAC</u>	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2.	<u>Achillea millefolium</u>	<u>20</u>	<u>Yes</u>	<u>FACU</u>																	
3.	<u>Cirsium scariosum</u>	<u>10</u>	<u>No</u>	<u>FAC</u>																	
4.	<u>Carex praegracilis</u>	<u>10</u>	<u>No</u>	<u>FACW</u>																	
5.	<u>Taraxacum officinale</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
6.	<u>Penstemon procerus</u>	<u>20</u>	<u>Yes</u>	<u>FAC</u>																	
7.	<u>Potentilla gracilis</u>	<u>5</u>	<u>No</u>	<u>FAC</u>																	
8.	<u>Taraxacum officinale</u>	<u>2</u>	<u>No</u>	<u>FACU</u>																	
9.																					
10.																					
11.																					
		<u>97</u>	=Total Cover																		
Woody Vine Stratum	(Plot size: <u>1x3 meter</u>)																				
1.					Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
2.																					
		=Total Cover																			
% Bare Ground in Herb Stratum <u>0</u>																					

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

Sampling Point: SP2

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

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

SOIL

Sampling Point: SP3

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

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

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

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

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

Remarks:
All layers dry

HYDROLOGY

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

Field Observations:			
Surface Water Present?	Yes _____ No <u>X</u>	Depth (inches): _____	Wetland Hydrology Present? Yes _____ No <u>X</u>
Water Table Present?	Yes _____ No <u>X</u>	Depth (inches): _____	
Saturation Present?	Yes _____ No <u>X</u>	Depth (inches): _____	
(includes capillary fringe)			

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

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

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

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

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

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

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

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

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

VEGETATION - Use scientific names of plants

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

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

Dominance Test Worksheet

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

Prevalence Index Worksheet

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

Hydrophytic Vegetation Indicators:

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

Hydrophytic vegetation present?

Y

Remarks:

Edge of open meadow area; possibly relic wetland area

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

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

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

Hydric Soil Indicators:
Indicators for Problematic Hydric Soils:

- | | | |
|--|--|--|
| ☐ Histisol (A1) | ☐ Stripped Matrix (S6) | ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B) |
| ☐ Histic Epipedon (A2) | ☐ Loamy Mucky Mineral (F1) (LRR | ☐ Red Parent Material (TF2) |
| ☐ Black Histic (A3) | ☐ K, L) | ☐ Very Shallow Dark Surface (TF12) |
| ☐ Hydrogen Sulfide (A4) | ☐ 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) | |
| ☐ 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): _____

Remarks: Recent gopher activity, soil dry

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

Secondary Indicators (minimum of two required)

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

Field Observations:

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

 (includes capillary fringe)

Indicators of wetland hydrology present? N

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

None

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

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

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

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

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

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

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

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

VEGETATION - Use scientific names of plants

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

% Bare Ground in Herb Stratum:	3
--------------------------------	---

50/20 Thresholds			20%	50%
Tree Stratum	0	0		
Sapling/Shrub Stratum	6	15		
Herb Stratum	19	49		
Woody Vine Stratum	0	0		
Dominance Test Worksheet				
Number of Dominant Species that are OBL, FACW, or FAC:			2	(A)
Total Number of Dominant Species Across all Strata:			2	(B)
Percent of Dominant Species that are OBL, FACW, or FAC:			100.00%	(A/B)
Prevalence Index Worksheet				
Total % Cover of:				
OBL species	65	x 1 =	65	☐
FACW species	40	x 2 =	80	
FAC species	32	x 3 =	96	
FACU species	0	x 4 =	0	
UPL species	0	x 5 =	0	
Column totals	137	(A)	241	(B)
Prevalence Index = B/A =			1.76	
Hydrophytic Vegetation Indicators:				
Rapid test for hydrophytic vegetation				
☒ Dominance test is >50%				
☒ Prevalence index is ≤3.0*				
Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)				
Problematic hydrophytic vegetation* (explain)				
*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic				
Hydrophytic vegetation present? <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 | ☐ Red Parent Material (TF2) |
| ☐ Black Histic (A3) | ☐ K, L) | ☐ Very Shallow Dark Surface (TF12) |
| ☐ Hydrogen Sulfide (A4) | ☐ 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) | |
| ☐ 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): _____

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

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

NOT FOR
CONSTRUCTION

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

SHEET TITLE
GOLD RUSH
SOUTH SITE
PLAN

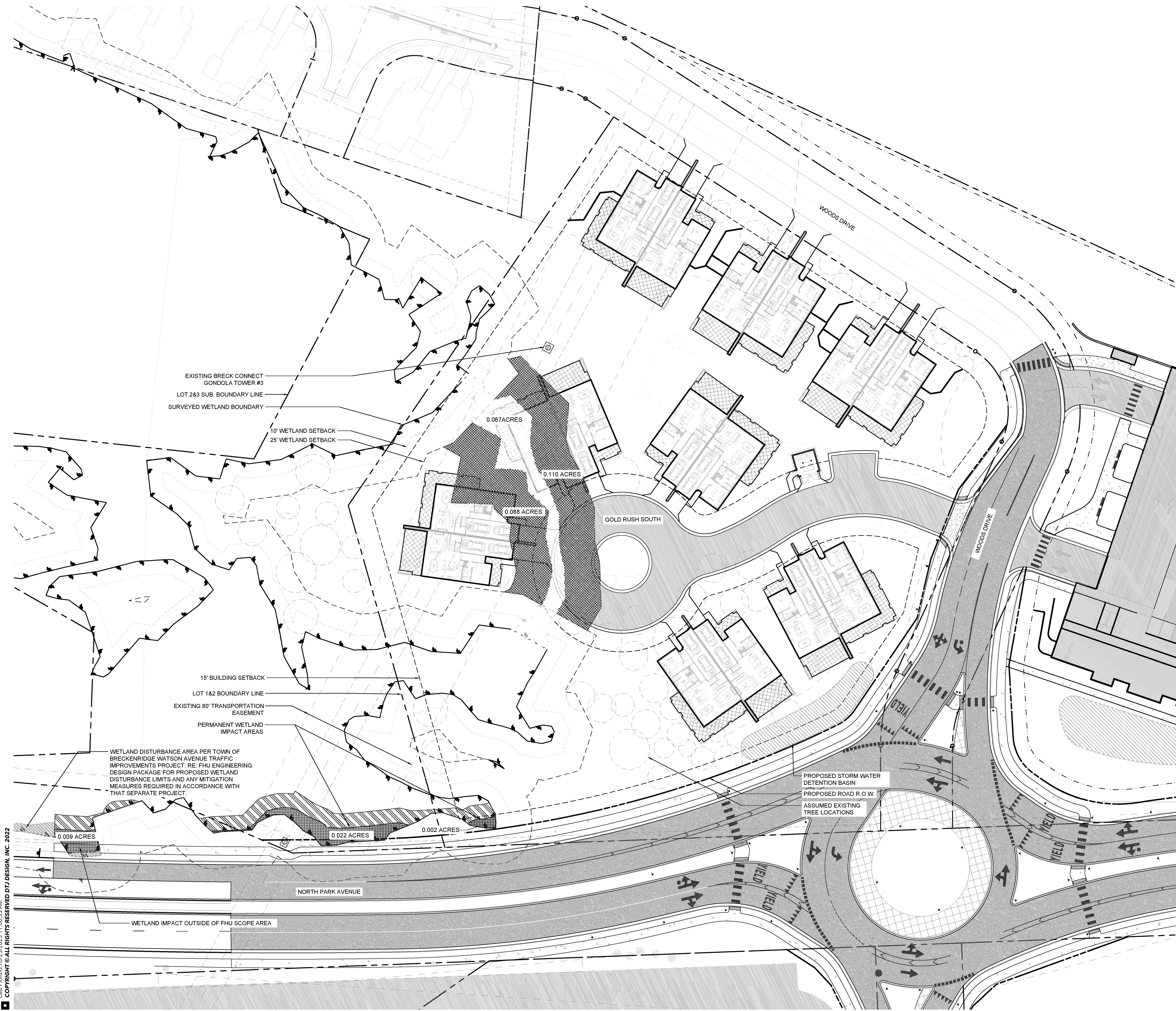
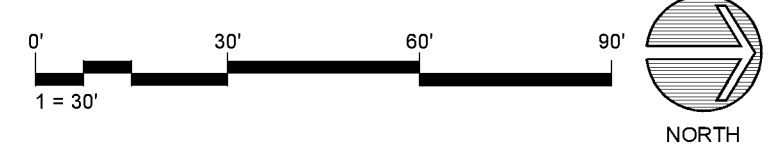
L201

SHEET NUMBER



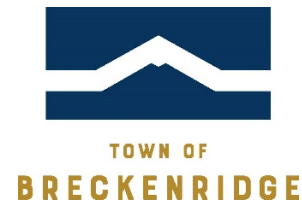
NOTE:

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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Memo

To: Breckenridge Planning Commission
From: Julia Puester, Assistant Director
Date: January 30, 2025 (For the February 4, 2025 Meeting)
Subject: Approved Class D Majors Quarterly Report (Q4 2024)

BACKGROUND

Effective January 1, 2014, Section 9-1-18-4-1 of the Breckenridge Development Code authorized the Director to review and approve Class D Major applications for single family or duplex structures outside of the Conservation District administratively without Planning Commission review. For an application to be classified as a Class D Major development permit, the property must have a platted building or disturbance envelope and warrant no negative points under Section 9-1-19 Development Policies. Staff regularly reports recently approved Class D Major development permits to the Planning Commission.

We have included a list of the Class D Major development permits that have been approved for the **fourth quarter of 2024.**

If you have any questions about these applications, the reporting, or the review process, we would be happy to answer. Otherwise, no discussion on this matter is required.

Plan Number	Address	Project Name	Description	Approval Date	Planner
PL-2024-0380	42 Luisa Dr.	May Residence Addition	Addition of 937 sq. ft. to existing single family residence, for a new total of 6,920 sq. ft.	October 8, 2024	Sarah Crump
PL-2024-0413	103 & 105 Stallion Lp.	Stables Village Units 24 & 25 Duplex	A new 4,054 sq. ft. duplex; Unit 24 to be 2027 sq. ft. with 3 bedrooms and 2.5 bathrooms; Unit 25 to be 2027 sq. ft. with 3 beds and 2.5 baths.	October 10, 2024	Ellie Muncy
PL-2024-0416	113 & 115 Stallion Lp.	Stables Village Units 26 & 27 Duplex	A new 4,054 Sq. Ft. Duplex, Unit 26 with 2027 sq. ft. and 3 Bedrooms & 2.5 Bathrooms; Unit 27 with 2027 sq. ft and 3 Bedrooms & 2.5 Bathrooms.	November 11, 2024	Ellie Muncy
PL-2024-0486	145 & 147 Stallion Lp.	Stables Village Units 35 & 36 Duplex	A new 4,054 Sq. Ft. Duplex, Unit 35 with 2027 sq. ft. and 3 Bedrooms & 2.5 Bathrooms; Unit 36 with 2027 sq. ft. and 3 Bedrooms & 2.5 Bathrooms.	December 10, 2024	Ellie Muncy
PL-2024-0487	173 & 175 Stallion Lp.	Stables Village Units 41 & 42 Duplex	A new 4,054 Sq. Ft. Duplex, Unit 41 with 2027 sq. ft. and 3 Bedrooms & 2.5 Bathrooms; Unit 42 with 2027 sq. ft. and 3 Bedrooms & 2.5 Bathrooms.	December 10, 2024	Ellie Muncy

PL-2024-0480	123 & 125 Stallion Lp.	Stables Village Units 29 & 30 Duplex	A new 4,054 Sq. Ft. Duplex, Unit 29 with 2027 sq. ft. and 3 Bedrooms & 2.5 Bathrooms; Unit 30 with 2027 sq. ft. and 3 Bedrooms & 2.5 Bathrooms.	December 10, 2024	Ellie Muncy
PL-2024-0481	135 & 137 Stallion Lp.	Stables Village Units 33 & 34	A new 4,054 Sq. Ft. Duplex, Unit 33 with 2027 sq. ft. and 3 Bedrooms & 2.5 Bathrooms; Unit 34 with 2027 sq. ft. and 3 Bedrooms & 2.5 Bathrooms.	December 10, 2024	Ellie Muncy
PL-2024-0389	472 Lake Edge Dr.	Coventry Residence	A new 5,897 sq. ft. single family residence with 4 bedrooms and 4.5 bathrooms.	December 27, 2024	Amelia Brackett





Breckenridge South





Memo

To: Breckenridge Planning Commission
From: Julia Puester, Assistant Director
Date: January 30, 2025 (For February 4, 2025 Meeting)
Subject: Approved Class C Subdivision Quarterly Report (Q4 2024)

Section 9-2-3-3 of the Breckenridge Subdivision Code authorizes the Director to review and approve Class C subdivisions administratively without Planning Commission review. "Administrative Review: The processing of a class C subdivision application shall be an administrative review conducted by the director. No public hearing shall be required". (Section 9-2-3-3 B)

Class C Subdivisions are defined as follows:

"CLASS C SUBDIVISION: A subdivision of structure(s) into separate units of interest, including, but not limited to, condominiums, timeshare interests, cooperatives, townhouses, footprint lots in conjunction with an approved master plan, and duplexes when done in accordance with a previously approved subdivision plan, site plan, development permit or site specific development plan; the modification or deletion of existing property lines resulting in the creation of no additional lots (lot line adjustment); an amendment to a subdivision plat or plan which does not result in the creation of any new lots, tracts or parcels; or the platting or modification of easements, building envelopes or site disturbance envelopes. A class C subdivision application may be reclassified by the director as either a class A or class B subdivision application within five (5) days following the submission of the completed application if the director determines that the application involves issues which make it inappropriate for the application to be processed administratively as a class C application".

The Subdivision Code indicates that the decision of the Director on Class C Subdivisions shall be forwarded to the Planning Commission. As a result, we have included a list of the Class C Subdivisions that have been approved in the **fourth quarter of 2024**. If you have any questions about these applications, or the review process, we would be happy to answer. Otherwise, no discussion on this matter is required.

Plan Number	Address	Project Name	Description	Approval Date	Planner
PL-2024-0438	74, 76, 84, 86, 98, 100, 178, 180, 196, 198 Monitor Drive	Highlands Riverfront Resubdivision Amend 2	Subdivision to create Highlands Riverfront duplex footprint lots, 3A, 3B, 4A, 4B, 5A, 5B, 10A, 10B, 11A, and 11B	October 9, 2024	Sarah Crump
PL-2024-0468	1745 Airport Rd.	Avalanche Condos Building B Deletion of Property Lines	Proposal to delete existing property lines in order to combine eight (8) commercial units into one (1) single unit.	November 21, 2024	Clif Cross

