



Town Council Regular Meeting
Tuesday, May 27, 2025, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/89678284254> (Telephone: 1-719-359-4580; Webinar ID: 896 7828 4254).

If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - MAY 13, 2025

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

- A. PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

V. IMMIGRANT HERITAGE MONTH PROCLAMATION

- A. PROCLAMATION

VI. PRIDE MONTH PROCLAMATION

- A. PROCLAMATION

VII. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2025

- 1. COUNCIL BILL NO. 7, SERIES 2025 - AN ORDINANCE APPROVING AN EXTENSION TO A DEVELOPMENT AGREEMENT WITH CHRISTIE HEIGHTS PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP (EXTENDED VESTED PROPERTY RIGHTS – CUCUMBER CREEK ESTATES)

VIII. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2025

- 1. COUNCIL BILL NO. 8, SERIES 2025 - AN ORDINANCE APPROVING THE RUNWAY NEIGHBORHOOD PROJECT DEVELOPER AGREEMENT

- B. RESOLUTIONS, SERIES 2025

- 1. RESOLUTION NO. 7, SERIES 2025 - A RESOLUTION APPROVING CHANGES TO PARKING RATES AT TOWN-OWNED LOTS
- 2. RESOLUTION NO. 8, SERIES 2025 - A RESOLUTION APPROVING AN

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE AND
THE SUMMIT SCHOOL DISTRICT

C. OTHER

IX. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

X. REPORT OF TOWN MANAGER AND STAFF

XI. REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

C. BRECKENRIDGE TOURISM OFFICE

D. BRECKENRIDGE HISTORY

E. BRECKENRIDGE CREATIVE ARTS

F. CML ADVISORY BOARD UPDATE

G. SOCIAL EQUITY ADVISORY COMMISSION

H. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

XII. OTHER MATTERS

XIII. SCHEDULED MEETINGS

A. SCHEDULED MEETINGS FOR MAY, JUNE AND JULY

XIV. ADJOURNMENT

D) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of May 13, 2025, to order at 7:00pm. The following members answered roll call: Marika Page, Jay Beckerman, Steve Gerard, Carol Saade, Dick Carleton and Mayor Kelly Owens. Todd Rankin was absent.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – April 8 and April 30, 2025

With no changes or corrections to the meeting minutes of April 8 and April 30, 2025, Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated there no changes to the agenda.

IV) COMMUNICATIONS TO COUNCIL

A) PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

Mayor Owens opened Public Comment.

Joy Lukaszewicz, parent and representative of Summit High School Baseball Club, thanked Council for the turf field at Kingdom Park.

Liz Tobias, president of Summit Youth Baseball, stated this ordinance gives 400 kids in the club the opportunity to play baseball. She thanked Council for their support.

Ethan Guerra, local resident, stated he is supportive of the workforce project, but he is left wondering about long-term social and economic concerns. He further stated he is concerned that we are boosting the potential of those higher-end buyers. He spoke about standard and light deed restrictions, and stated he is concerned about the perpetuation of socioeconomic status. He further stated the higher-priced units with ADUs subsidize the ability of those who are more fortunate to purchase the higher-priced units.

Mayor Owens thanked Mr. Guerra for his comments and thanked the Summit baseball groups for their positive comments.

With no additional comments, Mayor Owens closed Public Comment.

B) BRECKENRIDGE TOURISM OFFICE

Lucy Kay, Director of the BTO, stated guest nights are currently down 14% and by year end they expect nights to be down 5-10%. She further stated Key Data will be the keynote speaker for the meeting coming up. Kay stated the experiential training for front-line staff is filling, including a trivia night that is popular. Kay stated Breck Pride begins June 9 and will be a positive week of events for the community, with the support of local businesses. She also stated July 4th will be busy with events and we hope to keep people in Town into the evening for that holiday.

VI) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2025

1) COUNCIL BILL NO. 6, SERIES 2025 - AN ORDINANCE AMENDING AND REPLACING TITLE 4, CHAPTER 5, OF THE BRECKENRIDGE TOWN CODE REGARDING RETAIL TOBACCO BUSINESS LICENSING

Mayor Owens read the title into the minutes. Deputy Town Manager Scott Reid stated there were no substantive changes to this ordinance from first reading.

Mayor Owens opened the public hearing.

Kayla Perez-Lopez, and Isa Hernandez, SHS students and YESS members, spoke in favor of the ordinance. They both spoke about the statistics of youth using tobacco products, and the negative effects of flavored products, in particular, for youth. Both students thanked Council for their work on this ordinance.

There were no additional public comments and the hearing was closed.

Council Member Saade moved to approve COUNCIL BILL NO. 6, SERIES 2025 -

AN ORDINANCE AMENDING AND REPLACING TITLE 4, CHAPTER 5, OF THE BRECKENRIDGE TOWN CODE REGARDING RETAIL TOBACCO BUSINESS LICENSING. Council Member Gerard seconded the motion.

The motion passed 6-0. Council Member Rankin was absent.

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2025

1) COUNCIL BILL NO. 7, SERIES 2025 - AN ORDINANCE APPROVING AN EXTENSION TO A DEVELOPMENT AGREEMENT WITH CHRISTIE HEIGHTS PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP (EXTENDED VESTED PROPERTY RIGHTS – CUCUMBER CREEK ESTATES)

Mayor Owens read the title into the minutes. Assistant Director of Community Development, Chris Kulick, stated this ordinance would extend a development agreement for Cucumber Creek Estates by 5 years.

Mayor Owens opened the public hearing.

There were no public comments and the hearing was closed.

Council Member Beckerman moved to approve COUNCIL BILL NO. 7, SERIES 2025 - AN ORDINANCE APPROVING AN EXTENSION TO A DEVELOPMENT AGREEMENT WITH CHRISTIE HEIGHTS PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP (EXTENDED VESTED PROPERTY RIGHTS – CUCUMBER CREEK ESTATES). Council Member Carleton seconded the motion.

The motion passed 6-0. Council Member Rankin was absent.

B) RESOLUTIONS, SERIES 2025

C) OTHER

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

Mayor Owens declared the Planning Commission Decisions would stand approved as presented.

B) RUNWAY NEIGHBORHOOD MASTER PLAN TOWN PROJECT

Mayor Owens introduced the RUNWAY NEIGHBORHOOD MASTER PLAN TOWN PROJECT. Amelia Brackett, Planner, explained the project, which included a mix of units. She stated the plan contains a total number of 148 units, while allowing for flexibility in unit types, timeline, and other aspects of the project. She explained that the parking and traffic requirements have been met, and spoke about the dumpsters on the property, which were acknowledged in the findings and conditions in the presentation. Brackett detailed the point findings and stated staff have found there are enough TDRs for this project across other Town properties.

Mayor Owens asked about feedback from neighbors or others in the community. Brackett explained there was someone who asked about infrastructure at Planning Commission. Council Member Saade asked about the +6 points for meeting Council Goals and Brackett explained it's possible to have the points apply to a Council Goal and also apply for employee housing. Council Member Beckerman asked about the use of another type of enclosure for trash, and Brackett explained these dumpsters may be cleaner and more appropriate for this kind of site.

The Developer spoke about the project. Lindsay Newman of Norris Design, Suzanne Allen-Sabo of Neighborhood Crafters, Dan Chapman of Allen-Guerra Architects and Tori Aidala of Norris Design were present. Newman thanked staff for their work on this project and reinforced the goal of the project, which is to build upon their work done on other local housing projects with this new neighborhood design. She emphasized parks, gathering spaces and sustainability, among other things. Newman presented a detailed site plan highlighting parking, trash enclosures, snow storage and solar access. Aidala then spoke about the parking, traffic and snow storage plans.

Mayor Owens opened the public hearing.

There were no public comments and the hearing was closed.

Council Member Beckerman moved to approve RUNWAY NEIGHBORHOOD MASTER PLAN TOWN PROJECT. Council Member Gerard seconded the motion.

The motion passed 6-0. Council Member Rankin was absent.

VIII) REPORT OF TOWN MANAGER AND STAFF

Town Manager Shannon Haynes stated there are grilling spots open at Town Party, as well as Coffee Talk coming up, and the next Council meeting is May 27th at noon.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

Reports of Mayor and Council were covered during the afternoon work session.

A. CAST/MMC

Town Manager Haynes stated Elevated Community Health gave a presentation, and there was a request for funding. She also stated Dillon is considering an ordinance for pay as you throw, Copper is talking about hosting a World Cup this coming winter season, and the County is considering a 2026 ballot question related to TABOR.

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION

Council Member Beckerman stated the Open Space and Trails Open House will be this Monday, 5-7pm. He also stated the Chair and Vice-Chair were reappointed, and BreckOST.com now has trail conditions overlaid with the trail map. He also stated Tamara Park, Director of Breck Create, gave a presentation about BIFA's Trail Mix, including a large slide on Little Mountain, music events on trails, a natural gardens installation on Moonstone, a maze on Iowa Hill trail and other exciting activations. He further stated we try to teach responsible tourism through these activations.

C. BRECKENRIDGE TOURISM OFFICE

No update.

D. BRECKENRIDGE HISTORY

No update.

E. BRECKENRIDGE CREATIVE ARTS

Council Member Gerard stated the Arts District Management Committee has been formed and will begin working during a meeting on May 22.

F. CML ADVISORY BOARD UPDATE

Council Member Saade stated we will be evaluating the impacts of current legislation on the Town. Town Manager Haynes stated we will need to do a more in-depth update with the Town Attorney for Council in the future.

G. SOCIAL EQUITY ADVISORY COMMISSION

No update.

H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE

Council Member Beckerman stated postcards will be in all mailboxes this week with the purpose to solicit feedback from the community and help us move forward with the Master Planning planning process. Mayor Owens asked about reaching out of town guests who don't already participate in arts events, and Council Member Beckerman stated she should be able to use the mailing list from Snow Sculptures.

X) OTHER MATTERS

Council Member Saade stated the Breck 101 Trivia Night would be a great opportunity to interact with new community members and staff.

Council Member Gerard stated he attended a meeting with Scott Jackman where they heard about non-toxic alternatives to controlling weeds and we will be following up with ideas for getting rid of toxic products.

Mayor Owens congratulated the Golf Club for their upcoming opening and encouraged teams to sign up for the Little Red Fundraiser.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR MAY, JUNE AND JULY

XII) ADJOURNMENT

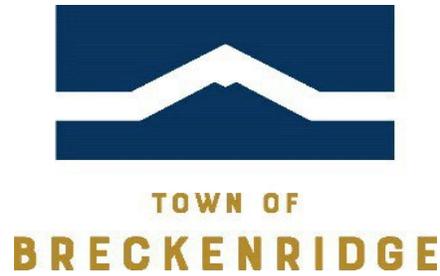
With no further business to discuss, the meeting adjourned at 7:57pm. Submitted by Helen Cospolich, CMC, Director of Municipal Services and Engagement.

ATTEST:

Mae Watson, Town Clerk

Kelly Owens, Mayor

DRAFT



NATIONAL IMMIGRANT HERITAGE MONTH

WHEREAS, the Town of Breckenridge takes pride in its diverse and vibrant community, recognizing the importance of honoring and celebrating the various cultures that contribute to our community; and

WHEREAS, Immigrant Heritage Month is observed annually in the United States in the month of June, celebrating the histories, cultures, and contributions of individuals who left their homes, lives, and loved ones to seek a better future and through their hard work, creativity, leadership, and dedication, have played an integral role in building our community, economy, and culture; and

WHEREAS, immigrants are an indispensable part of Breckenridge's workforce, contributing across diverse sectors including lodging, restaurants, retail, construction, education, health care, public service, and entrepreneurship thereby sustaining the town's economy and quality of life; and

WHEREAS, during Immigrant Heritage Month, we reaffirm our commitment to the values of inclusion, equity, and opportunity for all, and to serving and uplifting regardless of birthplace or background; and

WHEREAS, Immigrant Heritage Month provides an opportunity to honor the contributions of immigrants past and present, and to celebrate the shared values that unite us as a community; and

NOW, THEREFORE, BE IT RESOLVED THAT I, Mayor Kelly Owens, do hereby proclaim June as Immigrant Heritage Month and call upon all Breckenridge residents to join me in celebrating the cultural achievements of the immigrant community, fostering greater understanding and appreciation among our diverse population.

Mayor, Town of Breckenridge

Mayor Kelly Owens

Attest:

Town Clerk



TOWN OF
BRECKENRIDGE

PRIDE MONTH PROCLAMATION

WHEREAS, the Town of Breckenridge is committed to promoting diversity, equity, and inclusion, and recognizes the importance of celebrating the unique identities of all individuals within our community; and

WHEREAS, June is nationally recognized as LGBTQIA+ Pride Month, an annual celebration of the contributions made by the lesbian, gay, bisexual, transgender, and queer (LGBTQIA+) community and to recognize the history of discrimination and oppression, and honor the ongoing struggle for equal rights; and

WHEREAS, the Town of Breckenridge recognizes these struggles and contributions of LGBTQIA+ individuals in our community, state and nation, and reaffirms our commitment to creating a safe and welcoming environment for all residents, visitors, and businesses; and

WHEREAS, the Town of Breckenridge supports the LGBTQIA+ community, and encourages all individuals to celebrate Pride Month with respect, acceptance and love regardless of sexual orientation or gender identity.

NOW, THEREFORE BE IT PROCLAIMED, that the Mayor and Town Council of the Town of Breckenridge officially recognizes June 2025 as LGBTQIA+ Pride Month, and encourages all residents, visitors, and businesses to participate in events, initiatives, and educational opportunities that honor LGBTQIA+ Pride Month and the LGBTQIA+ community.

Mayor Kelly Owens

Attest:

Town Clerk



TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Chris Kulick, AICP, Assistant Director of Community Development
Date: 5/20/2025 (for 5/27/2025)
Subject: Second Reading of a Proposed Development Agreement Amendment Between the Town of Breckenridge and Christie Heights Partnership to Extend the Vesting of Development Permit #2016-040, "Cucumber Creek Estates Master Plan" for an Additional Five Years From Its Current Expiration Date

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | More Boots & Bikes, Less Cars | <input type="checkbox"/> | Leading Environmental Stewardship |
| <input type="checkbox"/> | Deliver a Balanced Year-Round Economy | <input type="checkbox"/> | Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> | Organizational Need | | |

Summary

Christie Heights Partnership ("CHP") has applied for a Development Agreement amendment to extend the vesting of Development Permit #2016-040, "Cucumber Creek Estates Master Plan" (Exhibit A), for an additional five years from its current expiration date (January 9, 2026) to January 9, 2031. CHP's remaining ownership, represents the balance of the undeveloped property at Cucumber Creek, consisting of 3.01 acres known as Tract A, according to the Plat recorded June 19, 2018, under Reception No. 1172546 (Exhibit B).

Background

This proposal was brought before Town Council on February 11th for a work session and May 13th for first reading where the Council supported moving forward with the Development Agreement. There have been no changes since the May 13th meeting.

Proposal

The following items are requested of the Town by the applicant:

1. Amend the Development Agreement to extend the Master Plan's vesting an additional five years to January 9, 2031.

Development Code Section 9-9-4 regarding Development Agreements encourages applicants to provide additional public benefits as part of a Development Agreement proposal. The following item was previously accepted by the Council as a public benefit:

No additional commitments in accordance with Section 9-9-4 of the Breckenridge Town Code are required by the Town because the extension of the vested property rights will encourage the Developer to delay development and, therefore, the lease of Tract B to the Town for trails will extend for a longer period of time.

Additionally, through this amended agreement, the Developer grants to Town a Right of First Offer to purchase the 3.01-acre Tract A of Cucumber Creek Estates.

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Public outreach/engagement

The proposed Development Agreement followed the required public notice process.

Financial Implications

Work related to the Development Agreement resulted in additional staff time dedicated to the topic in the short term from the Planning Division. The financial implications of this Development Agreement request are offset by the application fee.

Equity Lens

Related to the Town's Equity Blueprint and corresponding Equity Lens, this policy does not directly further any of the Town's equity goals since it pertains to extending the vesting of an approved single-family neighborhood that will be among the Town's most expensive. Neither of the potential possible outcomes, including no action or extending the Master Plan's vesting, will likely have any impact related to the four overarching goals of the Equity Blueprint and six filters of the Equity Lens.

Staff Recommendation

Staff recommends the Town Council approve the second reading of an Ordinance to amend a Development Agreement between the Town of Breckenridge and Christie Heights Partnership to extend the vesting of Development Permit #2016-040, "Cucumber Creek Estates Master Plan", for an additional five years from its current expiration date (January 9, 2026) to January 9, 2031.

1
2 COUNCIL BILL NO. _____
3

4 Series 2025
5

6 AN ORDINANCE APPROVING AN EXTENSION TO A DEVELOPMENT AGREEMENT
7 WITH CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership
8 (Extended Vested Property Rights – Cucumber Creek Estates)
9

10 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
11 COLORADO:
12

13 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
14 determines as follows:
15

16 A. Christie Heights Partnership, a California general partnership (“**Developer**”), is the
17 owner of the real property described as follows:

18 Tract B, Christie Heights Subdivision Filing No. 2, according to the plat thereof
19 recorded January 31, 2001 under Reception No. 644114 of the records of the
20 Clerk and Recorder of Summit County, Colorado (“**Tract B**”)
21

22 B. Pursuant to Development Permit #2016-040 (“**Master Plan Permit**”) the Town has
23 approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract
24 B.

25 C. The Town and Developer previously entered into a Development Agreement for
26 Extended Vesting dated February 28, 2012 and recorded October 1, 2012 under Reception No.
27 1004271 of the records of the Clerk and Recorder of Summit County, Colorado (“**Original**
28 **Agreement**”), and entered into a second Development Agreement for Extended Vesting of
29 Development Permit #2016-040 dated June 14, 2016 and recorded December 29, 2016 under
30 Reception No. 1130684 (“**Second Agreement**”)

31 D. The vested property rights period under the Second Agreement will expire on January
32 9, 2026. As used in this ordinance, the term “vested property rights period” shall have the
33 meaning, purpose, and effect afforded such term in the Breckenridge Development Code,
34 including, but not limited to, Section 9-1-17-11 and Section 9-1-19-39A, Policy 39.

35 E. Paragraph K of Section 9-1-17-11 of the Breckenridge Development Code authorizes
36 the Town Council to enter into an agreement with a land owner to provide for a vested property
37 rights period of more than three (3) years.

38 F. The parties to the Second Agreement desire to amend it to extend the vested rights
39 granted by such agreement to January 9, 2031, adding 5 additional years to the term of the
40 Second Agreement.

41 G. No additional commitments, as encouraged to be made in connection with an

1 application for a development agreement in accordance with Section 9-9-4 of the Breckenridge
2 Town Code, are required by the Town because the extension of the vested property rights will
3 encourage the Developer to delay development and, therefore, the lease of Tract B to the Town
4 for trails will extend for a longer period of time. In addition, Developer has agreed to grant Town
5 a right of first refusal (“Right of First Refusal”) for the Property in connection with the extension
6 of the Second Agreement.

7 H. The procedures to be used to review and approve a development agreement are
8 provided in Chapter 9 of Title 9 of the Breckenridge Town Code.

9 I. The proposed Amendment to the Second Agreement between the Town and the
10 Developer has been prepared, a copy of which is marked Exhibit “A”, attached hereto and
11 incorporated herein by reference (“Amendment”).

12 J. The Town Council has reviewed the proposed Amendment.

13 K. The Town Council had a preliminary discussion of application and the proposed
14 Development Agreement as required by Section 9-9-10(A) of the Breckenridge Town Code.

15 L. The Town Council determined that the Developer’s request for a development
16 agreement need not be referred to the Breckenridge Planning Commission for its review and
17 recommendation.

18 M. The Town Council finds and determines that the approval of the Amendment is
19 warranted in light of all relevant circumstances.

20 N. The requirements of Chapter 9 of Title 9 of the Breckenridge Town Code have
21 substantially been met in connection with the approval of the Amendment and the adoption of
22 this ordinance.

23 Section 2. Approval of Amendment. The Amendment between the Town and Christie
24 Heights Partnership, a California general partnership, is approved, and the Town Manager is
25 authorized, empowered, and directed to execute such Amendment for and on behalf of the Town
26 of Breckenridge.

27
28 Section 3. Notice of Approval. The Amendment must contain a notice in the form
29 provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in compliance
30 with the requirements of Section 9-9-13 of the Breckenridge Town Code must be published by
31 the Town Clerk one time in a newspaper of general circulation in the Town within fourteen days
32 after the adoption of this ordinance. Such notice shall satisfy the requirement of Section
33 24-68-103, C.R.S.

34
35 Section 4. Police Power Finding. The Town Council finds, determines, and declares that
36 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
37 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
38 the inhabitants thereof.

39
40 Section 5. Authority. The Town Council finds, determines, and declares that it has the

1 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
2 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
3 Charter.

4
5 Section 6. Effective Date. This ordinance shall be published and become effective as
6 provided by Section 5.9 of the Breckenridge Town Charter.

7
8 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
9 PUBLISHED IN FULL this 13th day of May, 2025.

10
11 READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON
12 THE TOWN'S WEBSITE this 27th day of May, 2025. A copy of this Ordinance is available for
13 inspection in the office of the Town Clerk.

14
15
16 TOWN OF BRECKENRIDGE

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19 By: _____
20 Kelly Owens, Mayor

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22 ATTEST:

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26 _____
27 Helen Cospolich, Town Clerk
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APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
STATUTES, AS AMENDED

AMENDMENT TO DEVELOPMENT AGREEMENT
FOR
EXTENDED VESTING
OF
DEVELOPMENT PERMIT #2016-040
FOR
CUCUMBER CREEK ESTATES

This Amendment to the Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates (“Agreement”) is made as of the ____ day of _____, 2025 between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado, (the “Town”) and CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership (the “Developer”).

Recitals

A. Developer is the owner of the real property described as follows:

TRACT B, CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2, ACCORDING
TO THE PLAT THEREOF RECORDED JANUARY 31, 2001 UNDER
RECEPTION NO. 644114, SUMMIT COUNTY, COLORADO

(“Tract B”).

B. Pursuant to Development Permit #2016-040 (“Master Plan Permit”), the Town approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract B.

C. The Town and Developer previously entered into a Development Agreement for Extended Vesting dated February 28, 2012 and recorded October 1, 2012 under Reception No. 1004271, Summit County, Colorado (“Original Agreement”), and entered into a second Development Agreement for Extended Vesting of Development Permit #2016-040 dated June 14, 2016 and recorded December 29, 2016 under Reception No. 1130684 (“Second Agreement”).

D. The vested property rights period under the Second Agreement will expire on January 9, 2026. As used in this Agreement, the term “vested property rights period” shall have the meaning, purpose and effect afforded such term in the Breckenridge Development Code, including, but not limited to, Section 9-1-17-11 and Policy 39 of Section 9-1-19.

E. Paragraph K of Section 9-1-17-11 of the Breckenridge Development Code authorizes the Town Council to enter into an agreement with a land owner to provide for a vested property rights period of more than three (3) years.

F. The parties to the Second Agreement desire to amend it to extend the vested rights granted by such agreement to January 9, 2031.

G. No additional commitments in accordance with Section 9-9-4 of the Breckenridge Town Code are required by the Town because the extension of the vested property rights will encourage the Developer to delay development and, therefore, the lease of Tract B to the Town for trails will extend for a longer period of time.

H. The Town Council has received all required submittals for an amendment to the Second Agreement, had a preliminary discussion of the application and this Amendment, determined that it should commence proceedings for the approval of this Amendment and, in accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

I. Therefore, the Second Agreement is hereby amended as follows:

Agreement

1. The Town acknowledges and agrees that it has determined that circumstances warrant an extension of the vested rights granted by the Second Agreement for five (5) additional years until because of the continued desire of the Developer to delay development and the continued desire of the Town to have its lease of Tract B for trails continue for as long as possible.

2. Developer does hereby grant to Town a Right of First Offer to purchase the Property, as set forth in attached Exhibit A. The Right of First Offer Agreement shall be executed by Developer prior to or concurrently with Town's execution of this Amendment.

3. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To The Town:

Shannon B. Haynes, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

With A Copy (which shall not constitute notice to the Town) to:

Keely Ambrose, Esq.
Town Attorney
P.O. Box 168
Breckenridge, CO 80424

If To The Developer:

Timothy J. Casey
Christie Heights Partnership
P.O. Box 2340
Breckenridge, CO 80424

With A Copy (which
shall not constitute
notice) to:

Mark Hurlbert, Esq.
Huntley & Associates
P.O. Box 588
Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given upon delivery. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

4. Except as otherwise stated herein, all other provisions of the Second Agreement remain unchanged and in full force and effect.

[Separate Signature Pages Follow]

TOWN OF BRECKENRIDGE,
a municipal corporation
of the State of Colorado

Attest:

Helen Cospolich, Town Clerk

By: _____
Shannon B. Haynes, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____,
2025 by Shannon B. Haynes as Town Manager of the Town of Breckenridge, a Colorado municipal
corporation of the State of Colorado.

Witness my hand and official seal.
My commission expires: _____

Notary Public

CHRISTIE HEIGHTS PARTNERSHIP,
a California general partnership

By: _____
Timothy J. Casey, Managing Partner

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this ____ day of _____, 2025 by Timothy J. Casey, Managing Partner of Christie Heights Partnership, a California general partnership.

Witness my hand and official seal.
My commission expires:_____

Notary Public

RIGHT OF FIRST OFFER AGREEMENT

THIS RIGHT OF FIRST OFFER AGREEMENT (the “Agreement”) is made this ___ day of _____, 2025, by and between Christie Heights Partnership, a California general partnership, whose address is P.O. Box 2340, Breckenridge, Colorado 80424 (“Christie Heights Partnership” or “Grantor”), and the Town of Breckenridge, a municipal corporation of the State of Colorado, whose address is P.O. Box 168, Breckenridge, Colorado 804234 (the “Town” or “Grantee”);

RECITALS

A. Christie Heights Partnership is the owner of the real property described as follows:

TRACT B, CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2, ACCORDING TO THE
PLAT THEREOF RECORDED JANUARY 31, 2001 UNDER RECEPTION NO. 644114,
SUMMIT COUNTY, COLORADO

Herein referred to as “the Property.”

B. The Town, pursuant to Development Permit #2016-040 (“Master Plan Permit”), approved a Master Plan for Cucumber Creek Estates as a site specific development plan for the Property. Christie Heights Partnership and the Town are parties to an existing Development Agreement for Extended Vested Rights of the master plan for the development of the Property (“Development Agreement”). The Development Agreement expires on January 9, 2026.

C. Christie Heights Partnership has requested an amendment to the Development Agreement to extend the period of vested rights for an additional 5 years (“Amendment”).

D. As part of the consideration for the Town entering into Amendment, Christie Heights Partnership, as Grantor, has agreed to grant and convey to the Town a right of first offer, subject to the terms and conditions set forth herein, providing for the Town, under certain circumstances, to have the first right of offer to purchase the Property, or any portion thereof, before the Property is offered for sale to unrelated third parties.

AGREEMENT

1. Right of First Offer: In the event Grantor wishes to market the Property in whole or in part for sale and Grantee shall have a one-time right of first offer to purchase the Property pursuant to the terms of this Section (the "Purchase ROFO"). Prior to transferring its interest in the Property or entering into any agreement providing for the transfer of its interest in the Property or any portion thereof, subject to the exclusion provided for in paragraph 2 exempting the individual sale of lots. Grantor shall send Grantee a written agreement setting forth the terms upon which Grantor is willing to transfer the same (such an agreement being referred to herein as a "Disposition Agreement"). Grantee shall have thirty (30) days after its receipt of a Disposition Agreement to notify Grantor, in writing, of whether or not Grantee desires to acquire the Property on the terms set forth therein; provided Grantee may endeavor to negotiate the terms of a Disposition Agreement with Grantor during such thirty (30) day period. In the event Grantee notifies Grantor that it desires to acquire the Property on the terms set forth in any Disposition Agreement within such thirty (30) day period, Grantee and Grantor shall promptly enter into such Disposition Agreement, with such modifications thereto as may have been agreed upon.

2. Grantee Elects Not to Purchase: If Grantee shall fail to exercise the Purchase ROFO, after notice by Grantor as provided herein, such right shall be deemed to have lapsed and expired and shall be of no further force or effect. Thereafter, Grantor may freely sell the Property in whole or in part to any other party at any time, on any terms, in Grantor's sole discretion; provided that if Grantor has not sold or entered into an agreement to sell or otherwise convey the Property to an unaffiliated third party within three hundred and sixty five (365) days of Grantee's failure or rejection of the Purchase ROFO then the Purchase ROFO shall be revived and Grantor shall proceed in accordance with the provisions of Paragraph 1 and 2 with respect to any subsequent disposition of the Property. Additionally, if (i) Grantor enters into an agreement to sell or otherwise convey the Property within such three hundred and sixty (365) day period but does not ultimately sell or convey the Property pursuant to such agreement and (ii) three hundred and sixty five (365) days has passed since Grantee's failure or rejection of the Purchase ROFO then the Purchase ROFO shall be revived and Grantor shall proceed in accordance with the provisions of Paragraph 1 and 2 with respect to any subsequent disposition of the Property. For avoidance of doubt, if Grantor enters into an agreement to sell or otherwise convey the Property within such three hundred and sixty-five (365) day period (i) Grantor shall have the right to convey the Property pursuant to such agreement regardless of timing and (ii) if Grantor does not ultimately sell or convey the Property pursuant to such agreement Grantor shall have the right to subsequently convey the Property or enter into another agreement to sell or convey the Property during the three hundred and sixty five (365) days following Grantee's failure or rejection of the Purchase ROFO without the Purchase ROFO being revived. In all instances, the revival of the Purchase ROFO after three hundred sixty-five days shall only apply to the whole Property and not to individual lots. If Grantee fails to timely perform any of its obligations as set forth herein or in the Disposition Agreement, or if Grantee shall opt not to exercise the Purchase ROFO or otherwise fails to close on the purchase of the Property pursuant to the terms of the Disposition Agreement, the Purchase ROFO shall lapse and Grantor shall be free to sell the Property and

such sale shall be free and clear of the Purchase ROFO (other than the requirement set forth in the preceding sentence).

3. Not Transferable. The Purchase ROFO is personal to the Town and, except in the case of an assignment to an Affiliate, may not be assigned by the Town. The Purchase ROFO may not be exercised by anyone other than the Town. Any attempted assignment of the Purchase ROFO shall be of no effect and the Purchase ROFO shall become forever null and void as of the date of the purported assignment.

4. Exempt Transfers. Notwithstanding anything contained herein to the contrary, in no event shall any of the following trigger the Purchase ROFO:

- (i) The sale of the Property to (A) any entity controlling, controlled by, or under common control of, Christie Heights Partnership, or (B) any successor to Christie Heights Partnership by merger, consolidation, or reorganization;
- (ii) a transfer to one or more corporations, partnerships, limited liability companies, trusts, or other entities in which Grantor or Grantor's heirs, successors, or assigns have sufficient control to be able to cause said entities at any time to transfer the Property, or portion thereof, and fulfill the other obligations of Grantor under the terms and conditions of this Agreement; further, Grantor covenants that during the existence of this Agreement Grantor or Grantor's heirs, successors, or assigns will continue to retain sufficient control of said entities to be able to cause said entities to transfer the Property or portion thereof, as aforesaid, and to fulfill all of Grantor's obligations under this Agreement; and all certificates evidencing ownership of said entities shall be issued bearing a notation thereon that the transfer thereof is restricted and subject to the terms and conditions of this Agreement;
- (iii) a transfer by reason of the death of Grantor;
- (iv) The entering into of any management agreement or any similar agreement which transfers control of the Property by Christie Heights Partnership;
- (v) The entering into by Christie Heights Partnership of any ground lease, mortgage, or trust deed upon all or any portion of the Property or any renewals, modifications, consolidations, replacements, extensions, and re-financings thereof; or

5. Dispute Resolution. Any dispute, claim, or controversy (“Dispute”) arising out of or relating to this Agreement or the breach thereof shall be settled by employing the procedures set forth herein.

6. Mediation. If a Dispute has not been resolved by negotiation in the normal course of business, the Parties shall endeavor to settle any Dispute by non-binding mediation with a neutral third party, who is also a professional mediator and knowledgeable in the field of real estate matters. If the Parties encounter difficulty in agreeing on a neutral third party mediator, they shall each appoint a mediator, and those mediators shall then appoint a neutral third party to mediate the Dispute. Mediation, as set forth herein, shall be a prerequisite to any arbitration and/or litigation and the costs of mediation shall be shared equally by Christie Heights Partnership and the Town. Mediation shall be commenced upon the demand of either Christie Heights Partnership or the Town.

7. Arbitration and/or Litigation. If a Dispute has not been resolved by mediation as provided above, then any Dispute arising out of or relating to this Agreement, or the breach thereof, may be settled by arbitration upon the mutual agreement of the Parties; or such Dispute may be settled through litigation by proceeding directly to a court of competent jurisdiction in Summit County, Colorado.

8. Attorney’s Fees and Costs Shall be Recovered. If any legal action or arbitration, other than mediation, is brought for the enforcement of this Agreement or any of its provisions, or because of an alleged Dispute, breach, or default in connection with any of the provisions hereof, the prevailing party shall recover its reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

9. Notices. All notices required or permitted by this Agreement shall be given by personal delivery, registered or certified mail, postage prepaid, return receipt requested, or by overnight carrier, prepaid, receipt acknowledged to the following:

If To The Town: Shannon B. Haynes, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

With A Copy (which shall not constitute notice to the Town) to: Keely Ambrose, Esq.
Town Attorney
P.O. Box 168
Breckenridge, CO 80424

If To Christie Heights Partnership: Timothy J. Casey, Managing Partner

Christie Heights Partnership
P.O. Box 2340
Breckenridge, CO 80424

10. Miscellaneous

(i). All offers, acceptances and any other notices or statements contemplated or required by this Agreement shall be sent by certified or registered United States mail, return receipt requested, to the intended recipient thereof at the addresses stated on the first page of this Agreement, or to such other addresses as may be designated in writing by any party. Any periods of time within which action is to be taken hereunder shall commence on the date notice thereof is received.

(ii). Subject to the limitation expressed in Paragraph 2 above, this Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, successors, and personal representatives of the parties hereto.

(iii). This Agreement is made in Colorado and shall be governed by and interpreted in accordance with the law of Colorado.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day and year first above written.

GRANTOR:
CHRISTIE HEIGHTS PARTNERSHIP, a California General Partnership

By: _____
Tim Casey, Managing Partner

GRANTEE:

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Shannon B. Haynes, Town Manager of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

CHRISTIE HEIGHTS PARTNERSHIP, a California
General Partnership.

By: _____

Title: _____

STATE OF COLORADO)
) ss.

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, as _____, of Christie Heights Partnership, a California General Partnership.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

**Christie Heights Partnership
PO Box 1605
Breckenridge, CO 80424**

January 29, 2025

VIA EMAIL (chrisk@townofbreckenridge.com)

Mr. Chris Kulick
Department of Community Development
Town of Breckenridge
PO Box 168/150 Ski Hill Road
Breckenridge, CO 80424

Dear Chris:

Christie Heights Partnership (“CHP”) is requesting that the Development Agreement for Extended Vesting of Development Permit #2016-040 be extended for three years from its current expiration date of January 9, 2026 to January 9, 2029. This Agreement was recorded August 22, 2016 under Reception No. 119421 (attached) between Christie Heights Partnership and the Town of Breckenridge for Cucumber Creek Estates.

Christie Heights Partnership’s remaining ownership, which represents the balance of the undeveloped property at Cucumber Creek, consists of 3.01 acres known as Tract A, according to the Plat recorded June 19, 2018 under Reception No. 1172546 and is attached for your review.

CHP (Lessor) entered into a Lease with the Town of Breckenridge (Lessee) on October 25, 2018 for the remainder of its undeveloped property, Tracts A, B, D, E and F Cucumber Creek Estates Subdivision according to the plat recorded June 19, 2018 under Reception No. 1172546. The remaining undeveloped ownership at Cucumber Creek is CHP’s ownership consisting of 3.01 acres, known as Tract A, and is subject to the terms of the attached Lease and continuation of the uses stated below.

Paragraph 5 of the Lease, Use of the Property, states:

“The Property may be used by the Tenant only as follows: (a) for hiking, non-motorized biking, and nature programs during the summer months (May through October); and (b) for Nordic skiing, snowshoeing, and similar winter recreational activities during the winter months (November through April), together with such other uses and programs as may be agreed to by the parties. Except for: (a) trail grooming equipment used in connection with Nordic skiing and (b) motorized vehicles used by Tenant for maintenance and management of the Property, no motorized vehicles are permitted on the Property. No other use of the Property will be made by Tenants without Landlord’s prior written consent. Landlord will have the right to use the Property for any purpose that does not unreasonably interfere with Tenant’s use rights provided in the lease, with Landlord’s uses to include, but not limited to, activities associated with maintenance of forest health and planning for development.”

I would like to provide some historical context as to the stewardship and partnership with Christie Heights Partnership and the Town dating back 39 years when it purchased approximately 65 acres west of Park Avenue to the middle of Cucumber Creek:

- CHP dedicated the land to the Town and moved the historic structures to Lomax Placer Gulch Historic Park.
- CHP conveyed to the Town 23.33 acres of land extending to the middle of Cucumber Creek at a price significantly below market value. The sale eliminated the development of 23 single family lots and facilitated the establishment of the Cucumber Creek Preserve.
- For no monetary compensation, CHP conveyed .33 acres to the Breckenridge Nordic Center, which is owned by the Town and leased to the Daytons, and 1.3 acres to the Town allowing for the construction of the Breckenridge Nordic Center and up to 10,000 square feet of improvements.
- CHP was an early proponent of the reduction of home sizes at Cucumber Creek by limiting home sizes to a maximum of 7,500 square feet in 2001. A subsequent reduction in home size was agreed to for the remaining six (6) single family homes allowing for a maximum of 6,200 square feet to be constructed on Tract A as provided for in Plat Note 12 on Plat Reception Number 1172546 dated June 19, 2018.
- CHP transferred 2.5 single family equivalents, along with the Town's 3.0 single family equivalents, allowing the BOEC to construct a third floor of workforce housing at the Wellington office building owned by the Town and leased to the BOEC.

Additionally, we have asked for a letter of support for this request from the Breckenridge Nordic Center.

Thank you for considering Christie Heights Partnership's request that the Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates be extended for its remaining ownership, Tract A, for an additional three (3) years to January 9, 2029. We believe the extension will benefit the Town, Christie Heights Partnership and our entire community.

As we discussed, we would like to meet with the Town Council at a work session to discuss the merits of our request. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Casey", written in a cursive style.

Timothy J. Casey, Partner
Christie Heights Partnership

Attachments

January 2025

To the Breckenridge Town Council
C/O Chris Kulick

I am writing this letter on behalf of the Breckenridge Nordic Center in support of Christie Heights Partnership's request to extend the Development Agreement for Extended Vesting for an additional three (3) years.

The Breckenridge Nordic Center's trails are located within the Cucumber Gulch Nature Preserve and the surrounding neighborhoods of Shock Hill, Christie Heights, White Wolf and Cucumber Creek Estates. There is one final piece of land that is yet to be developed off Cucumber Creek Road. This three-acre parcel (known as Tract A), includes a portion of our trails and backs up to our cross-country and snowshoe trails as well as summer hiking trails at the edge of the Cucumber Gulch Wildlife Preserve. For decades, Christie Heights Partnership has graciously allowed us to use this land for cross country skiing and snowshoeing in the winter months and has allowed the community to use the land for hiking, non-motorized biking and nature programs in the summer months.

It has come to our attention that the development vesting for Christie Heights Partnership expires in January 2026. Christie Heights Partnership is requesting a three-year extension to their Development Permit. An approved extension would be incredibly valuable for us as a trail operator to allow us to provide improved recreational experiences for guests for another three years. It would also allow us time to make plans to move snowshoe trails away from planned construction. An approved extension would be mutually beneficial for the Breckenridge Nordic Center, our guests' experience and the residents of the Summit County community who enjoy these pristine trails in both summer and winter.

In conclusion, we, at the Breckenridge Nordic Center, support the approval of Christie Heights Partnership's request to extend their Development Agreement for Extended Vesting for Tract A for an additional three years.

Sincerely,



Therese and Gene Dayton
Owner Operators
Breckenridge Nordic Center

(970) 389-4641

CUCUMBER CREEK ESTATES

MASTER PLAN Exhibit A

MASTER PLAN NOTES / ARCHITECTURAL GUIDELINES

- A. Professional Design Assistance:**
A Colorado licensed architect is required for all building plans for the Cucumber Creek Development. A Colorado licensed structural and civil/soils engineer is also required for each building design. Image sketches illustrating samples of these Architectural Guidelines are attached to this Master Plan.
- B. Design and Configuration:**
- Each building will be individually reviewed and approved by the Town of Breckenridge through the Class C development review permit process. This will allow input from the Homeowners Association, Community Development Staff, Planning Commission and Town Council to ensure appropriate design.
 - This Master Plan will provide architectural design that will utilize contemporary materials in harmony with the site's natural environment, window patterns and exterior details to make the new homes a product of our modern time.
 - Architectural variability is important to the success of this development. When similar unit types are adjacent to each other, a combination of unique exterior elements will be used to create variety and avoid excessive similarity. Variable exterior elements may include: building massing, roof forms, material variations, deck treatments, outdoor room edges, window patterns, trim patterns and colors.
 - Built units will be roughly based upon the samples of typical unit plans and elevations from the approved Master Plan. The designs should be customized and vary in size.
 - For duplex buildings and clustered single family homes, the minimum separation between buildings, measured from eave to eave or deck to deck, shall be 10 feet.
- C. Building Height and Massing:**
- Building height measurements shall be measured in compliance with the Town of Breckenridge Development Code and shall be a maximum of 32 feet for single family lots, and 35 feet for clustered single family homes and duplex buildings.
 - Building massing shall include terraced edges by utilizing forms that are lower at the sides of each of the buildings. Decks and outdoor rooms with landscaped wall enclosures are encouraged and help break down the scale of the building at the edges.
- D. Exterior Walls:**
- Large, unbroken planes of a single material shall be avoided. Recessed and projecting design elements such as plan offsets, projected cantilevers, plan recesses, bay windows, covered entries, chimneys, or porches, shall be used to break up the wall planes to create architectural visual interest. Plan view offsets of 32" minimum dimension are highly encouraged.
 - Exterior wall materials may be of natural stone, heavy timber, distressed laminated beams, hewn logs, natural wood, painted wood, natural patina shakes, natural colored metal panels, wood shakes, or other materials approved by the Town of Breckenridge. Railings shall be wood, metal or provided within enclosed roof forms. Unnatural materials, as determined by the Town of Breckenridge Development Code, shall not exceed 15% of any one elevation's total surface area.
 - It is encouraged to use secondary colors on accent materials and secondary siding materials. All exterior material colors shall be in a natural palette in compliance with the Town of Breckenridge Development Code.
- E. Roofs:**
- Roof forms shall utilize gable configurations, barrel roofs, flat roofs, shed roofs, hip roofs and other complementary roof forms. Flat roofs may be used as secondary accent forms and should be centrally drained. All drainage should be designed and approved by the consulting civil/soils engineer.
 - Roofs shall be constructed to a Class A Assembly and roofing materials shall be non-reflective metal, heavy rusticated composition shingles, or fire retardant simulated shakes or shingles.
 - When similar residences are side by side, varying roof forms and building geometry are required.
- F. Windows:**
- All homes shall utilize aluminum clad wood windows. Corner windows, clerestory windows and geometric accent muntin patterns are encouraged.
 - When similar residences are side by side, varying window patterns are required to make each building unique.
- G. Entries and Exterior Doors:**
- In duplex buildings, garage door locations shall alternate between front-load and side-load configurations where possible. Doors shall have glazed panels and be wood clad. Patterns shall vary.
 - Entry and garage doors shall be arranged and separated to convey the feeling of custom single family residences where applicable.
- H. Exposed Metal, Chimneys, Flues:**
- All exposed metals such as fascia flashings, beam flashings, cap flashings, wall flashings, wall vents, roof vents, metal enclosures, flues and chimneys shall be of a non-reflective approved color and non-reflective. Exposed flue pipes are allowed if cleanly detailed and painted a dark non-reflective color to match the roof color.
 - When similar residences are side by side, variation of metal elements, chimneys, vents and/or flues are required.
- I. Minimum and Maximum Square Footages:**
- No duplex building's total density (total of both sides of a duplex buildings) shall exceed 5,000 square feet. (Garages are counted as mass and do not count toward the density.)
 - Built units are allowed to be customized and vary in total density by plus or minus 10%.
 - The total finished areas for the development shall not exceed the following totals: Maximum Density = 84,700 Square Feet
Maximum Mass = 101,640 Square Feet
- | Density Mass Total | Density | Mass |
|---|---------|---------|
| Units in duplex buildings (12 units) | 30,000 | 36,000 |
| Clustered single family homes (5 homes) | 17,500 | 21,000 |
| Single Family (6 homes @ 6,200 sq.ft.) | 37,200 | 44,640 |
| Total | 84,700 | 101,640 |
- Areas below grade do not count as density or mass as defined by the town code as follows: Square footage provided in living and non-living spaces that have a top plate or ceiling which is buried within two feet of finished grade, shall not count as mass or density. The mass and density allocations per unit type have been allocated as follows.
- | | Density | Mass |
|-----------------------------------|---------|-------|
| Each units in duplex building | 2,500 | 3,000 |
| Each clustered single family home | 3,500 | 4,200 |
| Each Single Family | 6,200 | 7,440 |
- Each unit shall not exceed the allocated density and mass noted above by more than 10%. In no case shall the total density and mass for each of the three categories noted above be exceeded.
- J. Landscaping:**
All plantings shall comply with the Town of Breckenridge's Development Code Requirements. Boulder walls shall be minimized in scope and, where provided, landscaped and terraced in four-foot maximum height. All boulder walls shall be stacked horizontal (sloam type) stones. All decorative boulders shall be buried by at least 50%.
- K. Changes and Future Additions:**
A Colorado licensed architect is required for all proposed building changes and future additions. No work shall be undertaken (other than routine maintenance and repair) which will result in changes in the exterior appearance, including painting and staining, without prior written approval of the Homeowners Association, Architectural Committee appointed by the Homeowners Association. In addition, a Development Permit from the Town of Breckenridge may be required.
It may be possible for homeowners to provide additions and/or modifications to individual units as long as approval is obtained from the Homeowners Association and there is remaining density on the overall project. Written approval of the Homeowners Association is required to include allocation of the density/mass prior to application to the Town for development permit review. Additions and modifications shall strictly adhere to these guidelines. Allocation and fees to acquire this density is at the discretion of the developer and the Homeowners Association.
- L. Covenants, Codes and Restrictions:**
These guidelines shall be incorporated into the project Covenants, Codes and Restrictions, and the Homeowners Association Architectural Guidelines as appropriate.

BUILDING ENVELOPE AREAS

LOT	AREAS
SF 1	9,655
SF 2	6,114
SF 3	9,491
SF 4	7,365
SF 5	11,864
SF 6	11,022
5 CLUSTERED SINGLE FAMILY HOMES	38,296
12 UNITS IN SIX DUPLEX BUILDINGS	61,700

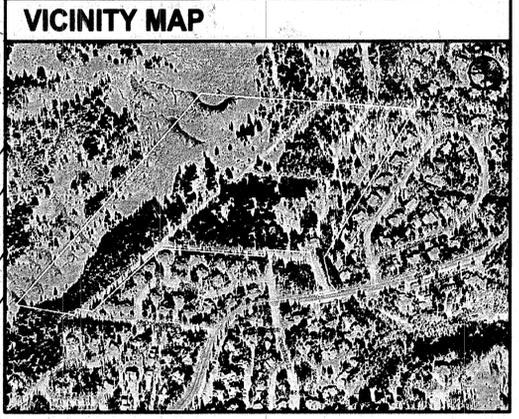
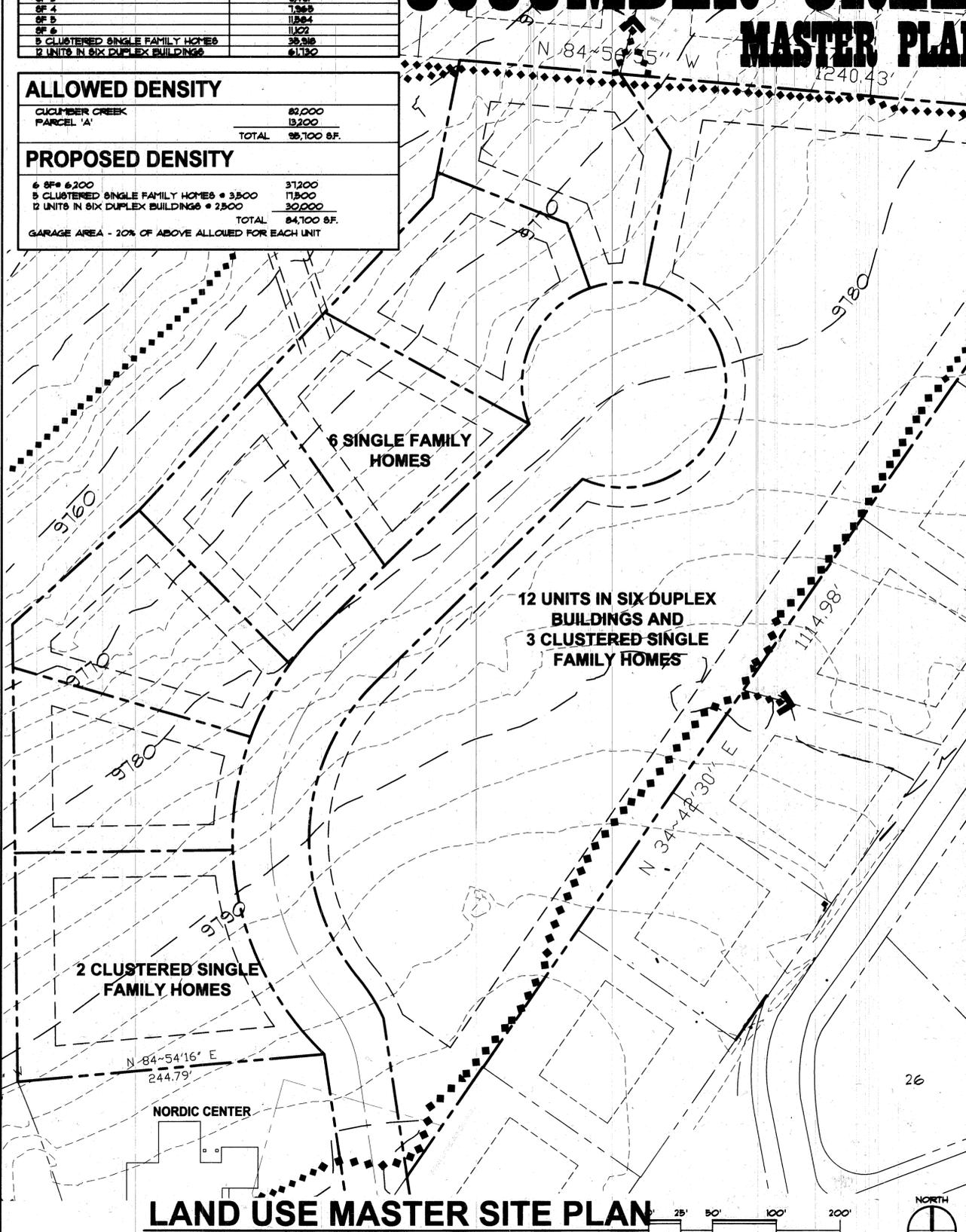
ALLOWED DENSITY

CUCUMBER CREEK PARCEL 'A'	82,000
TOTAL	98,700 SF.

PROPOSED DENSITY

6 SF @ 6,200	37,200
5 CLUSTERED SINGLE FAMILY HOMES @ 3,500	17,500
12 UNITS IN SIX DUPLEX BUILDINGS @ 2,500	30,000
TOTAL	84,700 SF.

GARAGE AREA - 20% OF ABOVE ALLOWED FOR EACH UNIT



MASTER PLAN CERTIFICATE

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

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

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

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

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

Owner: Christie Heights Partnership Date: 12/28/16
 Director of Community Development: [Signature] Date: 1/16/17

REVISIONS:

JOB NO: 39802
 DATE: 11/20/16
 DRAWN BY: J PAULAK
 CHECKED BY: M HOGAN

© 2016 THIS DRAWING IS COPYRIGHTED AND SHALL NOT BE REPRODUCED WITHOUT ARCHITECT'S WRITTEN PERMISSION

MASTER PLAN FOR RECORDS: 11/20/16
 10/19/16 CLARIFICATIONS
 12/21/16 FINAL

bhh Partners
 P.O. BOX 831 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6860

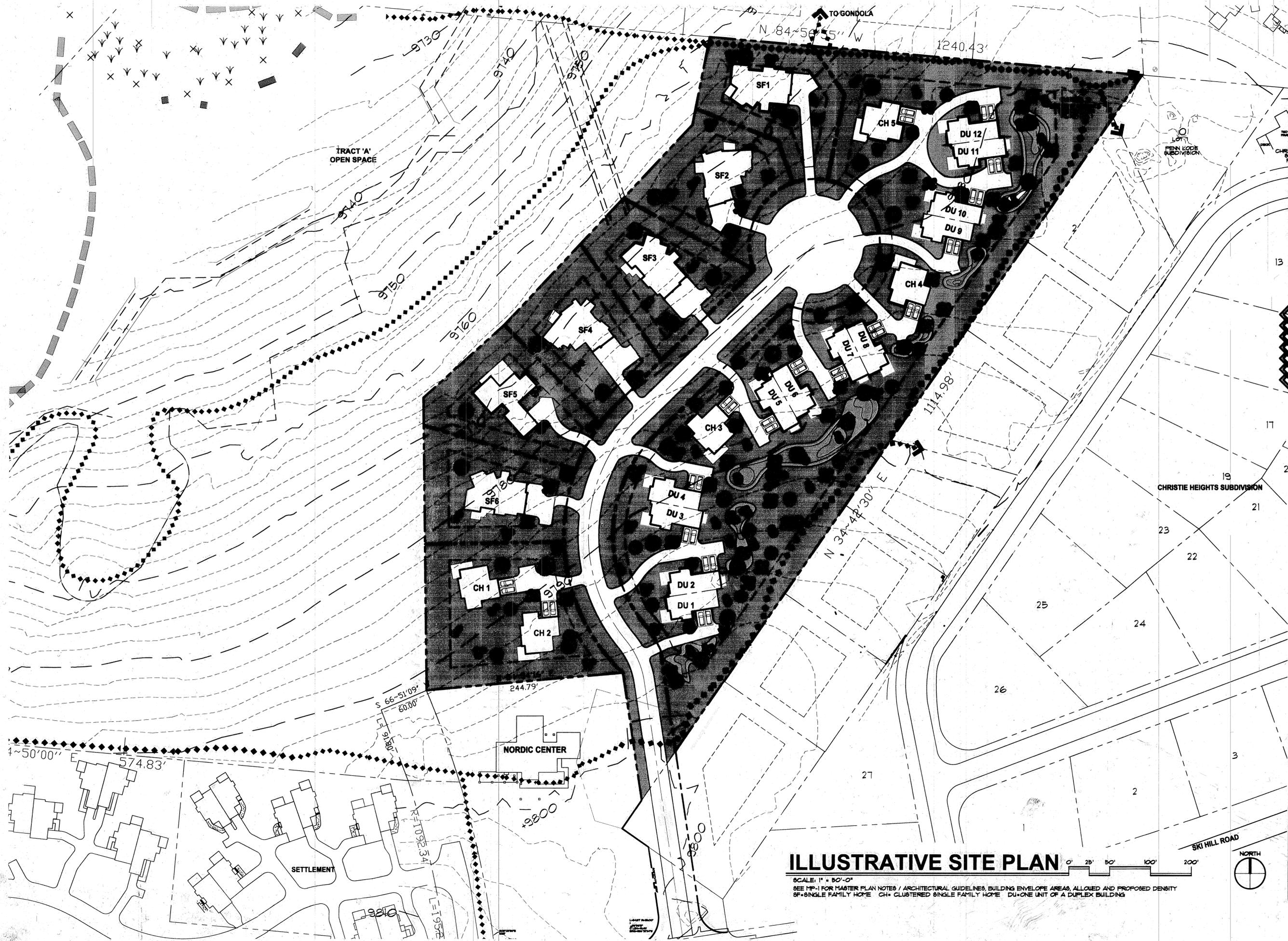
CUCUMBER CREEK ESTATES

BRECKENRIDGE, CO

© 2016

SHEET NUMBER:
MP-1
 OF: 2

Notice of MP recorded @ Reception No. 1130683 (12/29/2016)



REVISIONS:

JOB NO: 598-02
 DATE: 11/20/16
 DRAWN BY: J PAULAK
 CHECKED BY: M HOGAN

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13 MASTER PLAN FOR RECORD: 11/20/16
 10/19/16 CLARIFICATIONS
 12/21/16 FINAL

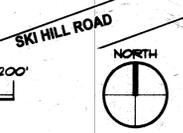
bhh Partners
 P.O. BOX 831 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 463-6680

CUCUMBER CREEK ESTATES
 BRECKENRIDGE, CO

© 2016
 SHEET NUMBER:
MP-2
 OF: 2

ILLUSTRATIVE SITE PLAN

SCALE: 1" = 50'-0"
 SEE MP-1 FOR MASTER PLAN NOTES / ARCHITECTURAL GUIDELINES, BUILDING ENVELOPE AREAS, ALLOWED AND PROPOSED DENSITY
 SF= SINGLE FAMILY HOME CH= CLUSTERED SINGLE FAMILY HOME DU= ONE UNIT OF A DUPLEX BUILDING



CUCUMBER CREEK ESTATES SUBDIVISION

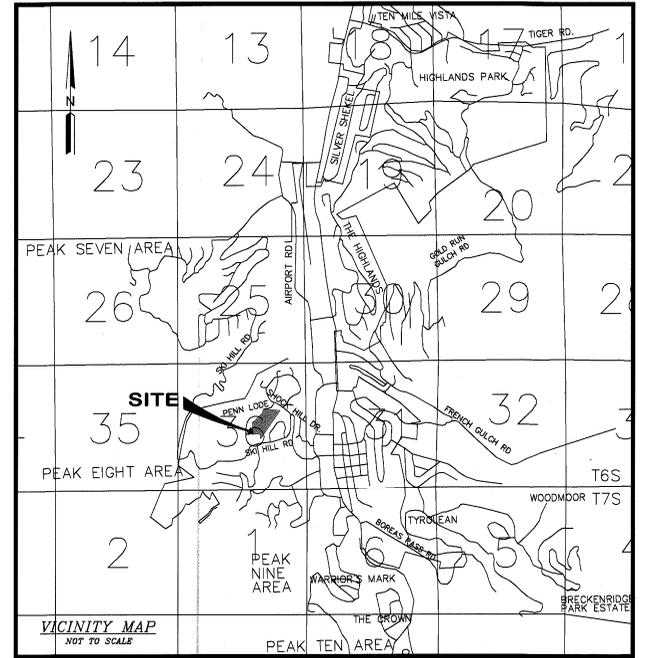
LOCATED IN SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN

TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO

Exhibit B

PLAT NOTES

- Date of Survey: November 30, 2018.
- Basis of Bearing: Line 6-7 of the Cucumber Patch Placer, MS 2630 as shown on the plat of Christie Heights Subdivision Filing No. 2, bearing N 34°44'30" E, a distance of 1,115.14 feet.
- NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, or, no later, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification.
- By acceptance of a deed to property burdened or benefited by easements described in notes set forth herein, the owners of such property agree to indemnify and hold harmless the Declarant and its respective successors and assigns from any liability pertaining to the use of such easements and further agree to use the easements in a safe and reasonable manner which does not unreasonably interfere with the rights of the other owners of property shown herein.
- The real property shown on this Plat is subject to the Master Plan approved by the Breckenridge Town Council on May 10, 2016, notice of approval of which was filed in the records of the Summit County Clerk and Recorder on December 29, 2016 at Reception No. 1130683, as amended from time to time (the "Master Plan").
- As part of its future development, Declarant, its successors or assigns may subject the real property within Cucumber Creek Estates Subdivision, or portions thereof, to one or more declarations of covenants, conditions, and/or land use restrictions. Any such declaration shall be recorded in the records of the Summit County, Colorado Clerk and Recorder.
- Declarant hereby reserves to itself and its successors and assigns, and hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, and to the Xcel Energy Company, Xcel Communications and Comcast Cable, together with their respective successors and assigns perpetual, non-exclusive easements in through and under that portion of the property designated on this Plat as an easement containing the word "Utility" in its descriptive name, which easements may be used solely for the purpose of constructing, operating, maintaining, repairing and replacing aboveground and underground transformers and other underground facilities necessary for the provision of electricity, gas, telephone, water and cable television services. Except as otherwise agreed by Declarant in writing, Declarant is hereby released from any liability associated with such dedication and public use of these easements and any facilities associated therewith, including without limitation, liability associated with design, maintenance and repair of such easements and facilities. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such easements, and the right to assign such right to a property owners association created for the property or any portion thereof (an "Association") for the purpose of protecting owners' rights to peaceful enjoyment of their property.
- Declarant hereby reserves to itself and its successors and assigns, and hereby grants, dedicates and conveys to the Upper Blue Sanitation District, subject to the reserved rights of Declarant herein set forth, perpetual, non-exclusive easements in, through and under that portion of the property designated on this Plat as an easement containing the word "Utility" or "Sewer" in its descriptive name, (each a "Sewer Easement" and collectively, the "Sewer Easements") which Sewer Easements may be used solely for the purpose of constructing, operating, maintaining, repairing and replacing underground sewer facilities. Except for the obligations of Declarant pursuant to the Sewer Line Extension Agreement between such Declarant and the Upper Blue Sanitation District, Declarant is hereby released from any liability associated with the use of such Sewer Easements, including without limitation, liability associated with the design, construction, maintenance and repair of underground sewer facilities thereon. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Sewer Easements and the right to assign such right to an Association, but such restrictions shall not apply in the event of an emergency as reasonably determined by the Upper Blue Sanitation District.
- Declarant hereby reserves itself and its successors and assigns, and hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, perpetual, non-exclusive easements in, through and under those portions of the property designated on this Plat as an easement containing the word "Drainage" in its descriptive name, (each a "Drainage Easement" and collectively, the "Drainage Easements"), which Drainage Easements may be used solely for the purpose of constructing, operating, maintaining, repairing and replacing drainage facilities and storage of water from other lands. Except for the obligations of Declarant pursuant to the Subdivision Improvements Agreement between such Declarant and the Town of Breckenridge, Declarant is released from any liability associated with such dedication and public use of these Drainage Easements and any facilities associated therewith, including without limitation, liability associated with the design, maintenance and repair of such Drainage Easements and facilities. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Drainage Easements and the right to assign such right to an Association, for the purpose of protecting owners' rights to peaceful enjoyment of their property.
- Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, perpetual non-exclusive easements in, over and through those portions of the property designated on this Plat as an easement containing the words "Public Trail" in its descriptive name, (each a "Public Trail Easement" and collectively, the "Public Trail Easements"), which easement may be used for pedestrian, bicycle and Nordic ski traffic and the construction, repair and maintenance of trails suitable for such use. No motorcycle, motorbike, snowmobile, golf cart or other motorized vehicle shall be permitted on such Public Trail Easements, other than motorized vehicles reasonably necessary for the operation, maintenance, repair and replacement of the Public Trail Easements, specifically including Nordic ski grooming and maintenance vehicles. No horses or similar animals, whether being mounted or unmounted, are permitted on such Public Trail Easements. Declarant is hereby released from any liability associated with such dedication and public use of the Public Trail Easements, including without limitation, liability associated with construction, maintenance and repair of such easement. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Public Trail Easements and the right to assign such right to an Association for the purpose of protecting the owners' rights to peaceful enjoyment of their property.
- Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, in fee simple, for public use, the Road (that portion of the property designated on this Plat as "Cucumber Drive") which may be used for the purpose of constructing, operating, maintaining, repairing and replacing public roadways, drainage facilities, utilities and ingress and egress over the Road. Except for the obligations of Declarant pursuant to the Subdivision Improvement Agreement between Declarant and the Town of Breckenridge, upon acceptance of the Road by the Town of Breckenridge, Declarant shall be deemed released from any liability associated without limitation, liability associated with the design, construction, maintenance and repair of the Road.
- The total square footage of the improvements to be constructed within the Cucumber Creek Estates shall not exceed the following:
 - Site Single Family Homes to be constructed on Tract A: 6,200 sq. ft. per home.
 - Site Clustered Single Family Homes to be constructed on Tracts B through E: 3,500 sq. ft. per home.
 - Twelve Duplex Homes to be constructed on Tracts B through E: 2,500 sq. ft. per home.
 Maximum densities are not guaranteed to fit onto each Lot or Disturbance Envelope for which they are proposed. There may be Lots where the maximum allowable density may not be achievable due to application of the Town of Breckenridge Development Code design standards or because of existing natural features or the specific building sites.
- The Clustered Family Homes and Duplex Homes shall be constructed on Tracts B through E within the dashed line on the Plat labeled "Site Disturbance Boundary". All building improvements and excavation must be contained within the Site Disturbance Boundary. Private driveways and the retaining structures associated with the construction of private driveways, utility lines, landscaping, drainage and entry walks to residences are permitted outside the Site Disturbance Boundary. Except in connection with any of the foregoing, tree cutting outside the Site Disturbance Boundary is prohibited unless otherwise approved by the Declarant and the Town of Breckenridge.
- Any development permit for a Single Family Home upon Tract A shall include a building or disturbance envelope reasonably acceptable to the Town of Breckenridge and Declarant.
- Nothing contained in these Plat Notes shall restrict the Town of Breckenridge from reasonable use of the easements granted to it herein. In the event of an emergency, as reasonably determined by the Town of Breckenridge, (free from restrictions on the time and manner of use of such easement imposed by Declarant, if any).
- Declarant hereby reserves to itself and its contractors, subcontractors, agents, successors and assigns a perpetual, non-exclusive easement over, under and through each Tract and all other activities reasonably necessary or desirable to facilitate the construction, installation, repair and maintenance of all infrastructure, improvements and utilities now or hereafter constructed or required to serve any part of Cucumber Creek Estates Subdivision or other property now or hereafter owned by Declarant. Except as otherwise agreed by Declarant in writing, Declarant is hereby released from any liability associated with the use of such easements.
- Declarant hereby grants, dedicates and conveys to the Town of Breckenridge a perpetual, non-exclusive easement upon, across and over those portions of the property designated on this Plat as an easement containing the words "Snow Storage" in the description thereof which easements may be used solely for the storage and stacking of snow and related uses.
- This Plat does not constitute and shall not be construed as a title search, report, opinion or finding by the surveyor. This Plat is based in part on Land Title Guarantee Company of Summit County commitment for Title Insurance issued under File No. M20180632.



STATE OF COLORADO }
COUNTY OF SUMMIT }
TOWN OF BRECKENRIDGE } ss

I hereby certify that this instrument was filed in my office at 1:37 P.M. this 19th day of June, 2018, and is duly recorded.

Dorothy [Signature]
Town Clerk

TOWN OF BRECKENRIDGE CERTIFICATE

This plat is approved this 19th day of June, 2018.

TOWN OF BRECKENRIDGE

By: [Signature]
Director, Department of Community Development

Public notice is hereby given that the Town of Breckenridge hereby accepts all of the offers of dedication made by this plat. However, such acceptance does not constitute an acceptance of the roads and rights of way reflected hereon for maintenance by the Town.

Until such roads and rights of way meet Town road specifications and are specifically accepted by the Town, the maintenance, construction, and all other matters pertaining to or affecting said roads and rights of way are the sole responsibility of the owners of the land embraced within this subdivision.

NOTE: The Town Certificate on any subdivision plat may be executed by the Director of the Department of Community Development, or any Assistant Director.

OWNER'S CERTIFICATE

Know all men by these presents: that Christie Heights Partnership, a California General Partnership ("Declarant"), being sole owner in fee simple of the real property situated in Section 36, Township 6 South, Range 78 West of the Sixth Principal Meridian, Town of Breckenridge, County of Summit, State of Colorado and being more particularly described as follows:

Tract B as described on the Plat of Christie Heights Subdivision, Filing No. 2 filed under reception number 644114 on January 31, 2001 in the records of the Summit County, Clerk and Recorder,

containing 8.24 acres, more or less, has laid out, subdivided and platted the same into tracts, lots, right of way and easements as shown hereon under the name and style of CUCUMBER CREEK ESTATES SUBDIVISION, and does hereby set apart and dedicate to the perpetual use of the public the pieces and portions of the land designated as right of way and easements for the installation and maintenance of public roads, utilities, drainage and trails pursuant to the plat notes.

IN WITNESS WHEREOF, Timothy J. Casey, General Partner, has caused his name to be hereunto subscribed this 19th day of June, 2018.

Christie Heights Partnership
a California General Partnership
By: [Signature]
Timothy J. Casey
General Partner

STATE OF COLORADO }
COUNTY OF SUMMIT }

The foregoing instrument was acknowledged before me this 19th day of June, 2018, by Timothy J. Casey, General Partner,

Christie Heights Partnership, a California General Partnership.

Witness my hand and official seal
MY COMMISSION EXPIRES: 9/22/19

JILL BLOOM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 1984011006
EXPIRES 09/22/2019

[Signature]
Notary Public

TITLE COMPANY CERTIFICATE

Land Title Guaranty Company of Summit County does hereby certify that it has examined the title to all lands shown hereon and all lands shown hereon and all lands herein dedicated by virtue of this plat and title to said lands is in the declarator free and clear of all liens, taxes and encumbrances, except as follows:

None

Dated this 19th day of June, 2018.

LAND TITLE GUARANTY COMPANY OF SUMMIT COUNTY

By: [Signature]
Cynthia Evans

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of all taxes due and payable as of January 1st, 2018 upon parcels of real estate described on this plat are paid in full.

Dated this 19th day of June, 2018.

[Signature]
Summit County Treasurer of Designee

SURVEYOR'S CERTIFICATE

I, Elizabeth K. Schmidt, a Colorado Registered Land Surveyor, do hereby certify that this Plat of Cucumber Creek Estates Subdivision was prepared by me and under my supervision, and that this Plat and the survey are true and accurate to the best of my knowledge and belief and that all monuments were placed pursuant to CRS 38-1-110.

Dated this 19th day of June, 2018.

[Signature]
Elizabeth K. Schmidt, PLS NO. 37047

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF SUMMIT }

I hereby certify that this instrument was filed in my office at 2:19 P.M. this 19th day of June, 2018, and filed under Reception Number 1172646

[Signature]
Kathleen Neal
Summit County Clerk and Recorder

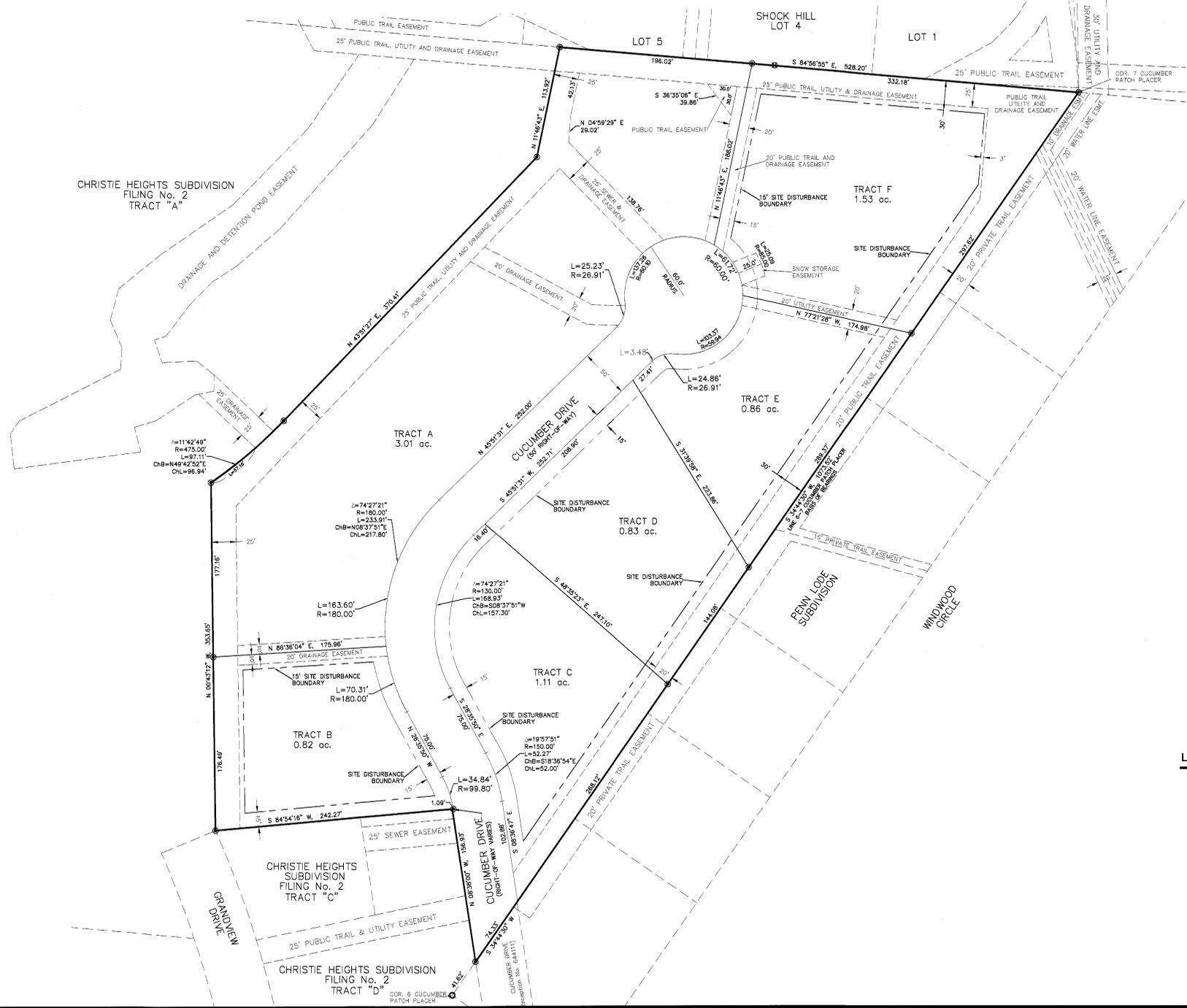
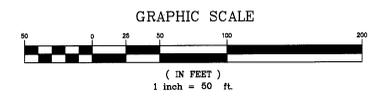
Drawn EKS	Dwg 1985 PL.dwg	Project 1985
Date 6/15/18	Scale 1" = 50'	Sheet 1 of 2

SCHMIDT
LAND SURVEYING, INC.
P.O. Box 5761
FRISCO, CO 80443 970-409-9963

H-108

CUCUMBER CREEK ESTATES SUBDIVISION

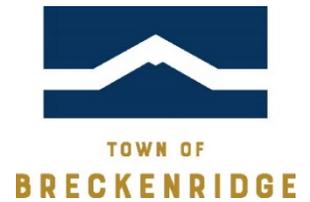
LOCATED IN SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO



- LEGEND**
- FOUND COPPER WELD MONUMENT
 - ⊗ FOUND REBAR WITH 1.5" BRASS CAP (1967 JWM)
 - SET REBAR MONUMENT WITH CAP (PLS No. 37047)

Drawn EKS	Draw 1985 PLT.dwg	Project 1985
Date 6/15/78	Scale 1" = 50'	Sheet 2 of 2


SCHMIDT
 LAND SURVEYING, INC.
 P.O. Box 3761
 FRISCO, CO 80443 970-409-9963



Memo

To: Town Council
 From: Laurie Best - Housing Director and Melanie Leas – Project Manager
 Date: 5/20/2025 (for 5/27/2025)
 Subject: Developer Agreement for Runway Housing Project (First Reading)

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | More Boots & Bikes, Less Cars | <input checked="" type="checkbox"/> | Leading Environmental Stewardship |
| <input checked="" type="checkbox"/> | Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> | Hometown Feel & Authentic Character |
| <input type="checkbox"/> | Organizational Need | | |

Summary

Staff has prepared this final draft of the Runway Housing Project Developer Agreement (Agreement) and will present it for first reading on May 27, 2025. This draft includes significant modifications that have been made since the original version was included in Town Council's April 30th packet. Please note that many of the changes were clarifications, corrections, or reorganization, but there were some substantive changes to the structure of the project and more details and specifications were also added. Several modifications addressing phasing, financial obligations, termination, and dispute resolution have been made to reduce risk to both the Town and the Developer. All the changes are shown on a redlined version that accompanies the clean copy. We've worked with the Developer and together we believe this final draft addresses the concerns and issues expressed by Council and is ready for consideration. The key elements of the Agreement including substantive changes from previous drafts are outlined below.

Overview of Agreement

Pursuant to the Agreement, the Town will contribute the Runway property and funding, and the Developer/Infrastructure Developer will construct public improvements/infrastructure subject to an approved Guaranteed Maximum Price (GMP) and will build and sell up to 148 units deed restricted units to target low and middle income families. The project is phased to protect all parties, and the Developer may not proceed with construction of any phase without Town approval of the GMP and budget. The goal is to ensure that the cost of the project is consistent with the Town's expectations and ensure the project can be paused or postponed indefinitely should there be concern about market or economic conditions. It is anticipated that the first phase of infrastructure construction will start this summer with the first phase of vertical construction to start in 2026 if approved.

Specific items that have been modified, clarified, or added in this final draft include:

- *Section 2e Developer's Incentive* - A 70/30 Developer's Incentive has been added and will be applied to the overall budget (with the exception of contingency) to incentivize cost savings.
- *Section 4 Phased Development* - Language has been added to clarify that the Town must affirmatively approve the project Budget and GMP prior to start of any infrastructure construction. Then, prior to authorization for any vertical construction, the Town must also re-approve the budget in a public meeting and affirmatively authorize the start of vertical construction. This process of re-checking the budget applies at the start of each phase and reduces risk to the Town and the Developer.
- *Section 7 Town Obligations/Investment (Draws and Payment)* - Draw processes and procedures have been clarified to ensure appropriate oversight. Specifically, infrastructure phase draws are processed monthly based on expenses incurred with the details set forth in the GMP contract and a schedule/process for the vertical subsidy draws is based on the number of units subject to a building permit.

1

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

- *Section 8 Schedule* – A new Exhibit B has been added to identify the significant milestones and includes ongoing monitoring/vetting of pricing to minimize risk.
- *Section 9 Transfer of Property* - To further reduce risk to the Town, the timing of the land transfer has been modified/delayed. The prior versions of the Agreement included transfer of the property for the first Infrastructure Phase immediately after approval of the budget and GMP, and prior to start of infrastructure construction (estimated summer 2025). The revised approach addresses the concern regarding the Town opting not to proceed with vertical construction and land being subsequently returned with liens. Instead, staff and the Developer believe the transfer of the land can be delayed slightly even while the infrastructure construction is underway. Under the proposed language, the Town will review the market conditions and the budget in fall of 2025 to determine the feasibility of moving forward, and based on that evaluation, opt to move forward (or not) with the land transfer for the first vertical phase. This timeline will enable the Developer to begin implementing the financing that will be necessary for the vertical construction and monitor interest rates for the best lock-in while also enabling them to start offsite construction of panels and pre-purchase items that can reduce pricing in late 2025, but will not formally authorize the vertical construction until final pre-construction budget review in spring/summer 2026. Additionally, the Developer will not be authorized to encumber the property in any way until after vertical construction is formally authorized.
- *Section 12 Developer Employee Unit* - The request for one developer unit (SF) in the first phase of vertical construction is still included. The Developer feels strongly that allowing one of her staff to purchase a single family unit that has no Town subsidy for vertical construction is a benefit to the project. Staff also views this unit as a significant benefit to the project and an issue to be considered in return for reduced fee and other Developer concessions. Staff believe the inclusion of the Developer Employee Unit will result in a better and more successful project for the Town, as having an on-site developer representative will result in faster response times for any complaints or problems and will provide a significant incentive for efficient and cost-conscious construction management.
- *Section 16 Developer Fee* - The Developer fee schedule has been simplified from a 7% fee that included some expenses to a 4% fee applied to all budget lines except the principal's salary.
- *Section 20 Sales* - Some changes have been included in Section 20 based on challenges with lottery processes and closings at Stables Village. We expect to work with SCHA to revise the process so delays will be minimized, but staff understands that delayed closings have a significant negative financial impact on the Developer when carry costs/interest are incurred. When sales are delayed at no fault of the Developer, the Agreement now provides options to include, the Town acquiring the unit, the Developer renting the unit at or below an agreed price, and at some point, if the lottery list is exhausted to sell to any qualified buyer.
- *Section 23a Workforce Housing and Warranty* - The Developer has agreed to the Town's request for a two (2) year warranty.
- *Section 23e Financial Obligations* - The Developer has agreed to regular status updates (approximately weekly) in addition to quarterly updates. The Developer will provide hard bids for both horizontal and vertical phases of construction to minimize risk and improve transparency. Based on these frequent check-ins, staff will be able to present updates to Council on a regular basis and as a result Council will be well positioned to make decisions on the different construction phases when such decisions are needed.
- *Section 23f Timeline for Construction* - Each vertical construction phase will be completed within 18 months of the start (vertical framing).
- *Section 23e Financial Records* – This section has been modified to ensure that the Town will have access to the terms of Developer's loan agreement and the details of the encumbrances that will be put on the property but will not have automatic access to Developer's personal financial information unless there are justifiable concerns about Developer's ability to complete the project. Staff believe these changes will allow the Town to see the details they need but not unnecessarily expose Developer's personal financial information.
- *Section 26a Termination by the Town for Cause* - Should the Town terminate this Agreement, there is reimbursement to the Developer for material acquired. In addition, the Town may terminate if there is any substantial change in the controlling ownership of the Developer.
- *Section 26b Termination by the Town for Convenience* - Provisions have been added to reimburse costs and expenses incurred based on the status of the construction.
- *Section 27a Miscellaneous* - Indemnification has been included for the Developer.
- *Section 27l Resolution Dispute* - Process for Dispute Resolution and provision for Force Majeure has been added.
- *Exhibit B* - The original Exhibit B (Restrictive Covenant) has been eliminated, and the form of the Restrictive Covenant will be finalized prior to conveyance of the Phase 1 Infrastructure parcel. This provides staff with

additional time to consider all elements of the covenant, including ADU as well as the lottery process. The final form of the covenant will be reviewed by both the Town (staff and Council) and the Developer.

This summary highlights the more substantive changes to the Agreement. Staff believe these changes minimize the risk to both the Town and the Developer with flexibility and opportunities to pivot if necessary while also formalizing processes and procedures that are important for oversight and transparency between the Parties. We will be able to respond to specific questions or if Council prefers, we can walk thru the changes during the meeting.

Public outreach/engagement

No changes to the initial plan.

Financial Implications

We expect the cost to the Town will be approximately \$33M for Phase 1 infrastructure and Phase 1 vertical subsidy (approximately 81 units). The projected Phase 1 budget is attached (see Exhibit A). The Developer is still value engineering, and vetting prices as well as fees (Xcel/UBSD). Those discussions may impact the final budget that Council will consider at second reading on June 10th. This number represents a larger share for infrastructure than what we'll see for Phase 2 due to the front-loaded nature of the infrastructure, including the major road and the main water and sewer lines. Phase 1 build out will take approximately three to four years. As noted in the Agreement, there will be several budget checks prior to launching any vertical construction which we believe minimizes the risk. The Finance Department cash flow report, which indicates the Town's financial well-being, demonstrates that the Town can absorb the funds necessary to produce phase one of the project.

Equity Lens

No changes.

Staff Recommendation

Staff recommends approval of the Developer Agreement for Runway Neighborhood at first reading.

Exhibit-A

Preliminary Phase 1 Budget (includes infrastructure and vertical subsidy)

EXPENSES

Infrastructure	22,485,414
Soft Costs	10,068,353
Vertical Construction Costs	51,366,656
Solar Costs - 24k per unit	1,944,000
Developer Fee - 4%	2,132,426
	87,996,850
REVENUE	
Sales Revenue	48,474,000
3% Price Escalation	1,494,720
Grants - More Housing + EIAF	2,900,000
PROP 123 (75k per door)	2,250,000
	55,118,720

GAP \$ **32,878,130**

COUNCIL BILL NO. ____

Series 2025

AN ORDINANCE APPROVING THE RUNWAY NEIGHBORHOOD PROJECT DEVELOPER AGREEMENT.

WHEREAS, the Town owns the real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, on May 23, 2024, the Town issued a request for proposals ("RFP"), seeking developers interested in developing the Property; and

WHEREAS, Runway Neighborhood, LLC ("Developer") responded to the RFP, and desires to construct a deed-restricted workforce housing neighborhood (hereinafter referred to as the "Town Project") on a portion of the Property; and

WHEREAS, the Town is willing to contribute the Property to Developer for the Town Project, subject to the terms of the Agreement; and

WHEREAS, the Town is also willing to contribute financially to the Town Project provided the deed restricted housing is sold at agreed-upon affordable prices; and

WHEREAS, on August 13, 2024, Runway Neighborhood Infrastructure, LCC, which is owned by the same parent company as Developer, and Town entered into a Pre-Development Agreement for Services to perform preliminary planning tasks including site analysis, schematic design, and a master plan; and

WHEREAS, the Parties have negotiated a project Developer Agreement, Exhibit B attached hereto, to develop the Town Project; and

WHEREAS, as part of the approval of the project Developer Agreement, Council wishes to authorize the Town Manager to execute all additional documents required or necessary to effectuate the Town Project and the Developer Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

Runway Housing Project Developer Agreement

THIS DEVELOPER AGREEMENT (the "Agreement") is made and entered into as of the effective date below in Section 27 (the "Effective Date"), by and between the Town of Breckenridge, Colorado, a Colorado home rule municipality with an address of P.O. Box 168 Breckenridge Colorado 80424 (the "Town"), and The Runway Neighborhood, LLC, a Colorado limited liability company with an address of P.O. Box 5540 Frisco, Colorado 80443 ("Developer") and The Runway Neighborhood Infrastructure, LLC, a Colorado limited liability company with an address of P.O. Box 5540 Frisco, Colorado 80443 ("Infrastructure Developer") (each individually a "Party" and collectively, the "Parties").

WHEREAS, the Town owns the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, on May 23, 2024, the Town issued a request for proposals ("RFP"), seeking developers interested in developing the Property; and

WHEREAS, Developer responded to the RFP, and wishes to construct deed-restricted workforce housing on a portion of the Property; and

WHEREAS, the Town is willing to contribute the Property to Developer for the Project, subject to the terms of this Agreement; and

WHEREAS, the Town is also willing to contribute financially (hereinafter "Town financial contribution") to the project provided the deed restricted housing is sold at affordable prices; and

WHEREAS, on August 13, 2024, the Infrastructure Developer, which is owned by the same parent company as Developer, and the Town entered into a Pre-Development Agreement for Services ("PDA") to perform preliminary planning tasks including site analysis, schematic design, and a master plan; and

WHEREAS, the Town and the Infrastructure Developer are concurrently negotiating a Guaranteed Maximum Price ("GMP") Agreement for the construction of Horizontal Phase I infrastructure improvements on the Property; and

WHEREAS, the Parties desire to set forth the framework for the potential development of workforce housing on a portion of the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to establish roles and responsibilities regarding the development of workforce housing on the Town-owned property described in Exhibit A.

2. Definitions.

a. "Planning Documents" means the approved plans for development of the Property including the Master Plan, Class A Development Permits, and plats creating the lots for the Property, and any approved site plans for the Property.

b. "Restricted Units" means the residential dwelling units in the Development subject to a Restrictive Housing Covenant, as set forth in more detail in Section 13.

c. "Development" means a deed-restricted workforce housing project to be developed on a portion of the Property as described in the Planning Documents.

d. "Budget" means the financial budget approved by Town Council for the construction of both horizontal and vertical improvements on the Property, which shall include the Town's financial contribution, Developer's warranty obligations, Developer's Incentive, and the agreed upon sale prices for the Vertical Construction Phase being constructed as set forth more fully in Section 9 below. The Budget may be revised to reflect current pricing prior to being presented to Town Council for approval as part of the authorization for Vertical Phase I and II. For the avoidance of doubt, approval of the Budget for any Horizontal Phase does not constitute approval of the Budget for Vertical Phase I or II.

e. "Developer's Incentive" means a 70-30 split in favor of the Town of net cost-savings achieved on actual construction of the Horizontal Phases and Vertical Construction Phases, not including any contingency. Such Incentive shall be calculated and paid out at the completion of each Horizontal and Vertical Construction Phase.

3. Master Plan. The Parties agree that it is most efficient and in the best interests to the success of the Project to use the approved master plan for the Development (the "Master Plan"). The Master Plan was approved by Council on May 13, 2025.

4. Phased Development. The Parties recognize that the Development will be developed in phases, and such phasing shall be reflected in the Planning Documents and this Agreement. At this time, it is anticipated that the Development will have two horizontal construction phases ("Horizontal Phases I and II") and two vertical construction phases ("Vertical Construction Phase I and Phase II"). It is an essential element of this Agreement that Town affirmatively authorize the commencement of Vertical Construction Phases I and II as well as Horizontal Phase II. Upon execution of this Agreement and Council approval and execution of the Budget and GMP Agreement, Infrastructure Developer is responsible for proceeding with the Horizontal Phase I. Upon authorization of Vertical Construction Phase I, including a Budget, by Town Council at a public meeting, Developer will be responsible for proceeding with the construction of Vertical Construction Phase I as set forth in the Planning Documents, but shall not be authorized to commence Horizontal Phase II or Vertical Construction Phase II until the Town so directs. Authorization to commence Horizontal Phase II and Vertical Construction Phase II, including a Budget, shall occur at a public meeting of the Town Council. The parties will mutually agree on sale phases for each Vertical Construction Phase.

5. Number of Units. The total number of units allowed in the Development is one hundred and forty-eight (148) deed-restricted workforce single family, duplex, and multi-family units. There will be no less than eighty-one (81) units in Vertical Construction Phase I.

6. Affordable Housing. The Developer shall develop 100% of the units as for-sale single family, duplex, or multi-family Deed Restricted Units that target lower and middle income families in accordance with the individual unit pricing set forth in the approved Budget.

7. Town Obligation/Investments. In addition to the Property, the Town agrees to contribute funding for the Development, which shall be set forth in the Budget. The Budget will include all costs associated with the Development including infrastructure (on and offsite), site work (on and offsite), architecture, vertical construction, marketing, sales, outreach, etc. The Budget must also include all projected sales revenue based on specified target sales prices. In the event the Town and the Developer do not agree on the Budget or the Town and the Infrastructure Developer do not agree on the GMP Agreement for Horizontal Phase I, either Party may terminate this Agreement. If either Party or the Parties terminate this Agreement under this Section 7, the Town will provide payment for services and costs to date pursuant to the PDA and neither party shall have any further obligation to each other. Upon approval of the Budget and GMP Agreement, it is anticipated that the Town will provide funding for the on and off-site work and infrastructure performed by the Infrastructure Developer by monthly draw based on the bills paid and work completed, including draw(s) in advance of the start of construction for deposits and reimbursable costs such as engineering, architecture surveying and other incidental expenses as required by Developer and Infrastructure Developer. The details of payment and scope of work for Horizontal Phase I will be set forth in the GMP Agreement. Any remaining subsidies for Vertical Phase I and II identified in the Budget shall be paid based on the number of units for which building permits are submitted at any one time (each set of building permits to be referred to as a "Construction Phase").

8. Schedule. Developer shall complete construction of the Project substantially in compliance with the schedule attached hereto as **Exhibit B** and incorporated herein by reference. Said schedule is a good faith target schedule and may be subject to adjustment for delays in approvals, pre-sales, financing, force majeure, and delays due to shortage of materials, weather, or other similar reasons beyond the reasonable control of Developer, or other such reasonable factors mutually agreed upon in writing by the Parties. As noted in Section 4 above, Vertical Construction Phase I, Horizontal Phase II, and Vertical Construction Phase II of the Development shall not commence until approved by the Town in general accordance with the schedule as set forth in Exhibit B.

9. Transfer of Property.

a. At the Fall 2025 financial review that is reflected in Exhibit B and prescribed below in Section 23(e), the Town and Developer will review current pricing for the construction of Vertical Construction Phase I, compare it to the Budget previously approved, evaluate overall market conditions, and subsequently present a

recommendation to the Town Council regarding the financial feasibility of moving forward with Vertical Construction Phase I. If the Town Council agrees that it appears financially feasible at that time to make a preliminary authorization to proceed with Vertical Construction Phase I, the Town shall transfer ownership of the portion of the Property described in **Exhibit A** associated with Vertical Construction Phase I to Developer in accordance with the Planning Documents, by special warranty deed to facilitate the timely financing, development, and sale of Vertical Construction Phase I of the Project. The preliminary authorization contemplated in this Paragraph 9(a) does not constitute final approval for the Budget for Vertical Construction Phase I or final authorization to commence construction of Vertical Construction Phase I. In the event the Property is transferred pursuant to this Section 9(a), the following conditions apply:

i. Developer may not encumber in the Property in any way, including as contemplated in Section 14 below, until Vertical Construction Phase I is finally approved and authorized by Town Council.

ii. If the Town has not affirmatively and finally authorized Vertical Construction Phase I within one year of the transfer, or if this Agreement is terminated pursuant to any provision set forth in Section 26, Developer will re-convey the unencumbered Property back to the Town.

b. The Phase II portion of the Property shall be transferred to Developer promptly upon the Town approving Vertical Construction Phase II pursuant to Section 4 above. The Town Council may approve Horizontal Phase II with or without approving Vertical Construction Phase II, if the parties agree on a new GMP Agreement for Horizontal Phase II.

c. Closing agent for transfer of title shall be Land Title Guarantee Company. The Town shall pay for owner's extended title insurance coverage and any costs associated with the closing agent. Developer shall pay for any endorsements required by it or Developer's lender. Developer shall pay the deed recording fees. The Town shall pay any other closing costs. The special warranty deeds shall only be subject to the exceptions of title listed on the title commitment approved by Developer, which approval shall not be unreasonably withheld.

10. Default.

a. Prior to any action against Developer for breach of this Agreement, or default in the Development, the Town shall give Developer a written notice of any claim by the Town of a breach or default by Developer, and Developer shall have the opportunity to cure such alleged default within thirty (30) days, unless such cure cannot be accomplished within such time period, and in such case for a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances.

b. In the case of any such uncured default, the Town reserves the right to proceed with assumption of all rights and responsibilities of the Developer for the Phase

of the Development that is subject to such default. In addition, any such case of uncured default may result in the Town proceeding to terminate this Agreement for cause as set forth in Section 26(a).

c. The remedies set forth in this Agreement are the sole and exclusive remedies available to the Parties for any breach or default under this Agreement. Each party acknowledges that the remedies provided herein are adequate and sufficient, and waives any right to seek additional remedies, whether at law or in equity, including but not limited to consequential, incidental, or punitive damages.

11. Reverter Clause. In the case of a default or termination pursuant to Section 26, and after any and all cure periods during which Developer fails to cure, any and all Property interests, including the Property described in **Exhibit A**, that have been conveyed to the Developer, which remain in the Developer's ownership and control, and that have not been conveyed to individual homeowners, homeowner's associations, the Town of Breckenridge, special districts or other governmental or quasi-governmental entities, shall be conveyed back to the Town in the same manner and upon the same or similar terms as conveyed to Developer under Section 9.

12. Developer Employee Unit. The Parties agree that one (1) unit that will be reserved for sale to one of Developer's contractors, subcontractors, or employees ("Developer Employee"). The unit shall be reserved in Phase I and shall be one of the single-family home units. Developer Employees seeking to purchase one of the Developer Employee Units shall meet the applicable income requirements and all other qualifying criteria as set forth in the Restrictive Housing Covenant and/or the Town's Housing Rules and Regulations. If the unit is not purchased by a Developer Employee by the time all sale phases in Vertical Construction Phase I are completed, Developer will have no further right to any unit in Vertical Construction Phase I or II.

13. Restrictive Housing Covenant. The Town shall, prior to any transfer of the Property to Developer, record a Restrictive Housing Covenant against the Property mutually acceptable to the parties. The Town will allow the Restrictive Housing Covenant to be subordinate to any financing associated with the Development.

14. Financing. Developer shall be solely responsible to procure financing for the Vertical Construction Phases I and II of the Project. Any instrument of encumbrance to be recorded by the lender, such as a deed of trust or a lien ("Encumbrance"), must adhere to two preconditions, as follows: (i) reasonably related to the development of the parcel or phase so encumbered as contemplated herein; and (ii) be approved in writing by the Town prior to execution by Developer (which approval will not be unreasonably withheld), and prior to any recordation of any such Encumbrance. Any Encumbrance that does not satisfy these preconditions shall be deemed a violation of this Agreement, and subject to timely correction or cure, and if not so corrected or cured in accordance with Section 26(b) herein, shall be deemed a default and subject to termination for cause. In addition to the foregoing remedy, the parties hereto agree that any such improper Encumbrance not timely corrected or cured shall be deemed null and void and of no force or effect, and Developer shall assume all responsibility for the ramifications of such nullification.

15. Inspection of Developer Books and Records. Except for the Developer's financing documents, the Developer shall maintain all books and records related to the Project and make them available for inspection upon the Town's request. Notwithstanding the foregoing, if the Town has reasonable cause to believe that Developer cannot complete the Project, the Town may request to review the financing documents of the Developer at which time the Developer may assert that such financing documents are confidential records for purposes of Colo.Rev.Stat. § 24-72-204. For purposes of this section "financing documents" includes all records of Developer regarding the loan(s), excluding documentation as to the loan terms and the Encumbrance which is subject to disclosure under Section 14.

16. Developer Fee. Developer shall receive a fee for vertical construction and the Infrastructure Developer shall receive a fee for construction of the infrastructure in the amount of 4.0% on all costs and expenses for the Development as set forth in the Budget, said fee to exclude any percentage return for costs paid for or directly reimbursed by the Town. The final Developer Fee shall be as set forth in the Budget.

17. Authority; Independent Contractor Status. Developer shall have no right, authority or power to bind the Town for any claim for labor or for material or for any other charge or expense incurred in delivering the Development or performing any alteration, renovation, repair, refurbishment or other work. The Parties shall be treated as independent contractors to this Agreement and Developer shall not be considered the agent of the Town in the construction, erection or operation of the Development.

18. Fees and Taxes. The Parties agree that each unit subject to a Restrictive Covenant within the Development shall not be required to pay building permitting, plan review, and inspection fees, use taxes, impact fees, excise taxes or water PIFs. These taxes and fees will be waived by the Town.

19. Marketing Units. The Developer intends to contract for marketing and sales services. The Town and Developer agree to establish a mutually acceptable marketing plan with criteria and processes to ensure broad marketing throughout the community. The Developer will utilize the Summit Combined Housing Authority (SCHA) for qualification and lottery purposes, and the Town will assist in ensuring efficient and timely processes for qualifying applicants.

20. Sales. In the event transfer of title to a unit subject to a Restrictive Covenant is not completed within three (3) months from the earlier of the date of certificate of occupancy or the date a contracted buyer dropped out, in either case due to market conditions and at no fault of Developer, the Parties agree that the following events shall occur in the order set forth below:

a. The Developer shall send a written notice ("Developer Notice") to the Town of the Town's option to purchase a unit at the price set forth in the approved Budget, which may be exercised within ten (10) days of such notice being given by the Town to the Developer ("Town Notice"). If the Town exercises its option within such 10-day period,

the Town shall close on such purchase and sale within thirty (30) business days of receipt of the Developer Notice.

b. If the Town does not elect to purchase the unit under subsection a, Developer may exercise its option to rent a unit to a qualified renter at a rate mutually agreed to in writing by the Parties that is no greater than the rental rate equivalent of the targeted sale price AMI.

c. In the event that the Developer, in conjunction with the SCHA, has exhausted the lottery list of potential buyers, and has unsold units, Developer may sell such units to any qualified buyer pursuant to the terms of the Restrictive Covenant.

21. Compliance with Law. Developer shall comply with all applicable laws, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environment, including (without limitation) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable Colorado environmental laws; and all other federal, state or local laws and regulations relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, now or at any time hereafter in effect.

22. Public Improvements.

a. Guaranteed Maximum Price Proposal. Infrastructure Developer agrees to complete both on-site and off-site public improvements (the “Public Improvements”), subject to the GMP Agreement.

b. Final Acceptance and Dedication. Upon completion of the Public Improvements and upon final acceptance by the Town, Developer shall convey title to the Public Improvements to the Town at which time the Town shall become responsible for the operation and maintenance of the same.

c. Warranty. Infrastructure Developer warrants and guarantees that, for two (2) years from the date of acceptance, each Public Improvement: is not defective; will not fail; has been constructed and installed in a workmanlike manner suitable for its intended uses; has been constructed in compliance with applicable federal, state, municipal, and special district statutes, ordinances, regulations, rules, and codes.

23. Developer’s Obligations.

a. Workforce Housing and Warranty. In accordance with this Agreement, Developer agrees to construct the Restricted Units in the Project. All units will be sold with a two-year warranty from date of certificate of occupancy.

b. Homeowners' Association. Developer shall create the Runway Homeowners' Association (the "HOA"), which shall be responsible for the enforcement of the Declarations and Covenants for the Runway and the Architectural Standards for the Development. Such Declarations and Covenants shall be approved by the Town prior to adoption. The HOA shall also be responsible for the repair and maintenance of: any unique lighting in the Development; any unique signage for the Development; all internal trails and open/green spaces not maintained by the Town; all dumpster enclosures and mailboxes; all private roads and alleys shown on the Planning Documents; and all other items not required by applicable Town standards. The HOA shall not be responsible for repair, maintenance, or operation of any recycling/composting facilities.

c. Architecture. Developer shall develop the Property consistent with the Planning Documents. Architectural Standards for the Development shall be included in the Declaration and Covenants, or separate document, for the Development and shall be enforced by the HOA.

d. Financial Obligations. Infrastructure Developer is obligated to stay within the approved Budget for each Horizontal Phase and Developer is obligated to stay within the approved Budget for each Vertical Phase. The Developer shall provide regular status updates to the Town, through scheduled meetings and/or written reports, as mutually agreed. These updates shall, at a minimum, address progress on the Project and shall include, as appropriate, the hard bids for both horizontal and vertical construction prior to the Developer executing any contracts or agreements. In addition, the Developer shall provide quarterly reports to Town staff that include updates on Project costs, highlighting any fluctuations in construction expenses and significant soft cost items, such as insurance premiums and loan interest, review of the Budget and Schedule, and any other material information relevant to the development process. In the event of unforeseen increases in the cost of construction that are outside the control of Developer, Developer and Town will meet and confer regarding how to address and resolve such cost increases.

e. Timeline for Completion. Developer shall complete each Construction Phase within 18 months of the final framing inspection for the last unit in the phase; failure to do so shall be considered a breach of the Agreement and entitle Town to terminate for cause pursuant to Section 26(a).

24. Insurance. Developer agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Developer pursuant to the Development Agreement and naming the Town as an additional insured.

25. Term. The Effective Date of this Agreement shall be in accordance with Section 5.9 of the Municipal Charter and remain effective until all obligations of each Party are completed or until terminated as permitted herein.

26. Termination; Delay.

a. Termination by Town for Cause. Town may terminate the services of the Developer for cause, and take possession of the Project and all materials deemed part of the Project; provided, however, Town will reimburse Developer for any materials not already paid for by Town,. The termination shall be effective thirty (30) days after Town has delivered written notice detailing the cause for termination hereunder to the Developer if the Developer has failed to reasonably cure the cause for termination within that thirty (30) day period; unless such cure cannot be accomplished within such time period, and in such case after a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances. The termination may be initiated for any of the following reasons and shall not prejudice any other right or remedy available to Town, all of which shall be subject to the notice and thirty (30) day period to cure provided herein:

- i. The Developer is adjudged bankrupt or insolvent.
- ii. The Developer makes a general assignment for the benefit of his creditors.
- iii. A trustee or receiver is appointed for the Developer or for any of his property.
- iv. The Developer files a petition to take advantage of any debtor's act or to reorganize under any bankruptcy law.
- v. The Developer repeatedly fails to supply sufficiently skilled workers, or necessary materials or equipment to maintain the construction schedule or provide quality workmanship and/or product.
- vi. The Developer disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Development.
- vii. The Developer unreasonably and repeatedly disregards the authority of the Town as Property Owner or collaborator under this Agreement, after written notice of such concerns and failure to correct such actions.
- viii. The Developer violates any material provision of the Agreement and fails to cure the same within the proper time frame for cure allotted herein.
- ix. Notification by the lender of the Development of financial default by the Developer.
- x. Substantial change in the controlling ownership of Developer.

After termination is effectuated, Town may proceed to finish the Development by whatever method it deems most expedient. Developer will present all final invoicing to the Town within thirty (30) days of Termination for payment by the Town.

b. Termination by Town for Convenience. Town may also elect to suspend or abandon the Project and terminate the Agreement for convenience. The action shall be effective thirty (30) days after Town has delivered written notice to the Developer. This action may be initiated for any reason, without cause, and shall not prejudice any other right or remedy available to Town. The following payment provisions apply:

- i. In the event the Town terminates the Agreement prior to the authorization of Vertical Construction Phase I, the Developer shall be paid for all Development executed and any costs and expenses incurred, including

payment of the Developer Fee to Infrastructure Developer for Horizontal Phase I construction, and Vertical Construction Phase I construction incurred up until the date of termination.

- ii. In the event the Town terminates the Agreement after the authorization of Vertical Construction Phase I, but prior to the authorization of Vertical Construction Phase II, the Developer shall be paid for all Development executed and any costs and expenses incurred, including the Developer Fee for Horizontal Phase construction and the entire Developer Fee for Vertical Phase I as set forth in the Budget.
- iii. In the event the Town terminates the Agreement after the authorization of Vertical Phase II, the Developer shall be paid for all Development executed and any costs and expenses incurred, including the Developer Fee for Horizontal Phase construction and the entire Developer Fee for Vertical Phase I and II as set forth in the Budget.
- iv. For purposes of this subsection (b), the term “costs and expenses incurred” shall include Developers costs and expenses resulting from Developer’s performance under this Agreement as well as additional commercially reasonable costs and expenses related to the termination.

c. Termination by Developer. Developer may terminate the Agreement for any of the following reasons. The termination shall be effective thirty (30) days after the Developer has delivered written notice to Town, and provided a fourteen (14) day opportunity to cure:

- i. Town has suspended the Development for more than sixty (60) days, which suspension is not a result of the Town exercising its options under Sections 26(a) and (b).
- ii. Town has been issued a stop work order of sixty (60) days or more by court order or other competent public agency.
- iii. The Town fails to act on any request for payment within thirty (30) days after its submittal.
- iv. Town fails to pay the Developer within (30) thirty days the sum approved by the Town or awarded by arbitrators or court.
- v. The Town repeatedly fails to respond to requests for approvals and other information required in a timely manner to allow Developer to meet its obligations and operate within the construction periods permitted due to seasonal constraints.
- vi. Town fails to meet any other material obligations under this Agreement, the Planning Documents or the ancillary development agreement for public improvements.

d. Payment to Developer. Subsequent to Termination under any provision in this Section 26, Developer shall provide a complete accounting up to the effective date of Termination of Development executed, costs and expenses incurred, and Developer Fee incurred within thirty (30) days of the effective termination date. The Developer shall have the option of resuming work after such payment or proceeding with termination in the event

of termination under Section 26.c. If the Agreement is terminated pursuant to Section 26.c., and in the event Developer does not elect to resume work as relates to termination under Section 26.c., the Developer shall also be entitled to payment for all Development executed and any costs and expenses incurred, plus the remaining Developer Fee for the Vertical Construction Phase the Project was in at the time of termination.

e. Ownership of Planning and Construction Documents. The Planning Documents and all architectural, engineering, construction and similar plans are owned by Developer. In the event of termination of this Agreement under any provision, the ownership of all Planning Documents shall transfer from Developer to the Town. For purposes of this Section, "Planning Documents" shall not include architectural, engineering and construction plans and documents for the vertical construction.

f. Town Assumption of Development. In the event the Town assumes completion of the Development under Section 10, or under any other provision of this Agreement, or the Agreement is terminated pursuant to Section 26, Developer is released from any and all further obligations under this Agreement excluding warranties for work completed prior to termination or assumption.

27. Miscellaneous.

a. Indemnification

i. To the fullest extent permitted by law, and in accordance with Section 13-50.5-102, C.R.S., Developer shall indemnify and hold Town, its officers, employees, and insurers, harmless from and against all liability, claims, and demands brought or asserted against Town by a third party (a party who is not a party to the Agreement) 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, whether alleged, adjudicated, or otherwise, related to or in any manner connected with the Agreement, to the extent that such injury, loss, or damage is caused by Developer's negligence or other fault, or the negligence or other fault of Developer's employees, agents, representatives, subcontractors, suppliers, or anyone else for whose acts Developer is liable under applicable law. Developer is not required to provide indemnification under this Section to the extent such liability, claim, or demand arises through the negligence or other fault of Owner, its officers, employees, or agents. As used in this Section, the term "fault" includes, but is not limited to, an intentional or willful wrongful act, or a breach of the Agreement.

ii. This indemnity provision is to be interpreted to require Developer indemnify and hold Town harmless only to the extent and for an amount represented by the degree or percentage of negligence or other fault attributable to Developer, or Developer's employees, agents, representatives, subcontractors, suppliers, or others for whose acts Developer is liable under applicable law.

iii. To the extent indemnification is required under this Section, Developer shall reimburse Town for all costs and expenses of litigation incurred by Developer related to

the matter for which indemnification is required, including, but not limited to, court costs, expert witness fees, and reasonable attorney's fees.

iv. The extent of Developer's obligation to indemnify and hold Town harmless under this Section shall be determined only after Developer's liability or fault has been determined by adjudication, alternative dispute resolution (if permitted by the Agreement), or is otherwise resolved by mutual agreement between Developer and Town.

v. This indemnity provision applies only with respect to claims brought or asserted against Town by third parties, and not to claims only between Developer and Town.

vi. Town's officers, employees, and insurers are third party beneficiaries of this Section in accordance with its terms. However, any amendment, modification, or termination executed by Town and Developer is binding upon Town's officers, employees, and insurers.

vii. To the fullest extent permitted by law, Town shall indemnify and hold Developer, its members and managers harmless from and against all liability, damages, including legal fees and costs, claims and demands brought or asserted against Developer by a third party related to or in any way caused by Town's breach of this Agreement, including without limitation, arising from any act or failure to act as listed in Paragraph 26(c).

viii. All indemnity obligations required by the Agreement shall survive the completion or termination of the Agreement, and shall be fully enforceable thereafter, subject to any applicable statute of limitation.

b. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

c. Governmental Immunity. The Town and its officers, elected officials, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, elected officials, attorneys or employees.

d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement shall be in Summit County, Colorado.

e. No Third Party Beneficiaries. No third party is intended to or shall be a beneficiary of this Agreement, nor shall any third party have any rights to enforce this Agreement in any respect.

f. No Joint Venture or Partnership. No form of joint venture or partnership exists between the Parties, and nothing contained in this Agreement shall be construed as making the Parties joint venturers or partners.

g. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

h. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

i. Modification. This Agreement may only be modified upon written agreement of the Parties.

j. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

k. Resolution Of Disputes.

i. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy (“Executives”). Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within five (5) days after receipt of said notice, Executives of the Parties to the dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days of the notice of dispute, or if the Parties fail to meet within five (5) days, either Party may initiate mediation of the controversy as provided below.

ii. If the dispute has not been resolved by negotiation as provided above, the Parties will endeavor to settle the dispute by mediation with a neutral third Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they may each appoint a neutral third Party, such third Parties to appoint a neutral third Party to mediate. Each Party will pay their own attorneys’ fees incurred in connection with negotiation and mediation.

iii. Any dispute arising out of or relating to this Agreement, or the breach, termination, or validity of this Agreement, which has not been resolved by the methods set forth above within thirty (30) days of the initiation of mediation, may be finally resolved by appropriate judicial action commenced in a court of competent jurisdiction. The Parties agree to venue in the courts of Summit County, Colorado with respect to any dispute arising out of or relating to this Agreement. both parties waive the right to a jury trial with respect to any dispute arising out of or relating to this agreement.

iv. This Agreement is to be interpreted in all respects in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws

that might require this Agreement to be governed by the laws of any state other than the State of Colorado.

l. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

m. Recording. This Agreement or a notice of memorandum of agreement may be recorded with the Clerk and Recorder for Summit County, Colorado and shall run with the land at the mutual consent of the Parties, which shall not be unreasonably withheld.

n. Authority to Execute Documents. Upon approval of the Ordinance authorizing the Town's participation in this Agreement, the Town Manager shall be authorized to execute any document reasonably required by or related to this Agreement and the Project, including the authorization of and subordination of Encumbrances as set forth Section 16 above.

o. Retained Authority. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

p. Parties to the Agreement. There are two developer parties to this agreement; for the avoidance of doubt, Infrastructure Developer is a responsible party and liable only to the extent of those obligations specifically identified as belonging to Infrastructure Developer. All other obligations and required performance under this Agreement, whether specifically identified as such or not, belong to Developer and Developer is responsible and liable for them. In the event of any conflict between this Agreement and the GMP Agreement, the terms of the GMP Agreement shall prevail.

q. Force Majeure. No party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such performance or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, government action, strikes, lockouts, labor disputes, fire, flood, pandemic, earthquake, or other natural disasters. The affected party shall notify the other party as soon as reasonably possible and shall make all reasonable efforts to mitigate the effects of the force majeure event on the performance of its obligations under this Agreement.

r. Effective Date. This Agreement shall be effective upon the occurrence of both of the following:

i. 30 days after the Town has adopted an ordinance approving this Agreement;
and

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2025, by Suzanne Allen Sabo as Manager of Neighborhood Crafters, LLC, as Manager of The Runway Neighborhood Infrastructure, LLC.

My commission expires: _____

(SEAL)

EXHIBIT A
LEGAL DESCRIPTION

Runway Neighborhood

Tract A Fraction Subdivision
according to the plat recorded December 17, 2021 under reception number 1278464 in
Summit County Colorado

AND

Tract C, Block 11 Subdivision
according to the plat recorded August 3, 2005 under reception number 797050 in
Summit County Colorado

EXHIBIT B
Schedule

Summer 2025 – Phase 1 ground break for civil

September / October 2025 – Vertical Construction Pricing check-in with Town Council and transfer of Tract A

January 2026 – Phase 1 Final Vertical Pricing review and approval with Town Council

June 2026 – Phase 1 Vertical Construction start

September 2026 – Phase 2 Infrastructure review and approval from Town Council*

April 2027 – Phase 2 Infrastructure start (if approved by town council)*

May 2027 – Phase 1 Vertical Construction first closings

May 2028 – Phase 2 Vertical Construction start*

June 2029 – Phase 2 Vertical Construction first closing*

March 2030 – Phase 1 Vertical Construction complete

December 2031 – Phase 2 Vertical Construction complete*

Primary Town Expenditures will be 2025-2030

**This schedule is subject to change by market conditions and other weather conditions. TBD by Developer and Council Authorizations*

Runway Housing Project Development Agreement

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the effective date below in Section 27 (the "Effective Date"), by and between the Town of Breckenridge, Colorado, a Colorado home rule municipality with an address of P.O. Box 168 Breckenridge Colorado 80424 (the "Town"), and The Runway Neighborhood, LLC, a Colorado limited liability company with an address of P.O. Box 5540 Frisco, Colorado 80443 ("Developer") and The Runway Neighborhood Infrastructure Crafters, LLC, a Colorado limited liability company with an address of P.O. Box 5540 Frisco, Colorado 80443 (~~collectively, "Infrastructure Developer"~~) (each individually a "Party" and collectively, the "Parties").

WHEREAS, the Town owns the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, on May 23, 2024, the Town issued a request for proposals ("RFP"), seeking developers interested in developing the Property; and

WHEREAS, Developer responded to the RFP, and wishes to construct deed-restricted workforce housing on a portion of the Property; and

WHEREAS, the Town is willing to contribute the Property to Developer for the Project, subject to the terms of this Agreement; and

WHEREAS, the Town is also willing to contribute financially (hereinafter "Town financial contribution") to the project provided the deed restricted housing is sold at affordable prices; and

WHEREAS, on August 13, 2024, ~~Runway Neighborhood Infrastructure, LLC~~ (the "~~Infrastructure Developer~~"), which is owned by the same parent company as Developer, and the Town entered into a Pre-Development Agreement for Services ("PDA") to perform preliminary planning tasks including site analysis, schematic design, and a master plan; and

WHEREAS, the Town and the Infrastructure Developer are concurrently negotiating a Guaranteed Maximum Price ("GMP") Agreement for the construction of ~~H~~horizontal Phase I infrastructure improvements on the Property; and

WHEREAS, the Parties desire to set forth the framework for the potential development of workforce housing on a portion of the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to establish roles and responsibilities regarding the development of workforce housing on the Town-owned property described in Exhibit A.

2. Definitions.

a. "Planning Documents" means the approved plans for development of the Property including the Master Plan, Class A Development Permits, and plats creating the lots for the Property, and any approved site plans for the Property.

b. "Restricted Units" means the residential dwelling units in the Development subject to ~~the~~ Restrictive Housing Covenant, as set forth in more detail in Section 13., which shall be in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

c. "Development" means a deed-restricted workforce housing project to be developed on a portion of the Property as described in the Planning Documents.

d. "Budget" means the financial budget approved by Town Council for the construction of both horizontal and vertical improvements on the Property, which shall include the Town's financial contribution, Developer's warranty obligations, Developer's Incentive, and the agreed upon sale prices for the Vertical Construction Development Phase being constructed as set forth more fully in Section 9 below. The Budget may be revised to reflect current pricing prior to being presented to Town Council for approval as part of the authorization for Vertical Phase I and II. For the avoidance of doubt, approval of the Budget for any Horizontal Phase does not constitute approval of the Budget for Vertical Phase I or II.

e. "Developer's Incentive" means a 70-30 split in favor of the Town of net cost-savings achieved on actual construction of the Horizontal Phases and Vertical Construction Phases, not including any contingency. Such Incentive shall be calculated and paid out at the completion of each Horizontal and Vertical Construction Phase.

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3. Master Plan. The Parties agree that it is most efficient and in the best interests to the success of the Project to use ~~the approved~~ master plan for the Development (the "Master Plan"). ~~As set forth in the PDA, Developer and the Infrastructure Developer shall be responsible for obtaining all required approvals for the Master Plan for this project through the Town of Breckenridge Development Review Process. The Master Plan was approved by Council on May 13, 2025. is already in the development review process and it is anticipated that the Master Plan will be approved concurrently with the GMP Agreement, the Budget, and this Agreement.~~

4. Phased Development. The Parties recognize that the Development will be developed in phases, and such phasing shall be reflected in the Planning Documents and this Agreement. At this time, it is anticipated that the Development will have two horizontal construction phases ("Horizontal Phases I and II") and two vertical construction phases, ("Vertical Construction Phase I and Phase II"). It is an essential element of this Agreement that Town affirmatively authorize the commencement of Vertical Construction Phases I and II. Upon execution of this Agreement and Council approval and execution of the Budget and GMP Agreement, Infrastructure Developer is responsible for proceeding with the Horizontal Phase I. Upon authorization of a Vertical Construction Phase I, including a

Budget, by Town Council at a public meeting, Developer will be responsible for proceeding with~~will be responsible for~~ the construction of Vertical Construction Phase I as set forth in the Planning Documents, but shall not be authorized to commence Horizontal Phase II or Vertical Construction Phase II until the Town so directs. Authorization to commence ~~Phase II with a Horizontal Phase II and~~ Vertical Construction Phase II, including a Budget.

shall occur at a public meeting of the Town Council. The parties will mutually agree on sale phases for each Vertical Construction ~~build~~ Phase.

5. Number of Units. The total number of units allowed in ~~Phase I and Phase II of the~~ Development is shall not exceed one hundred and forty-eight (148) deed-restricted workforce single family, duplex, and multi-family units. There will be no less than eighty-one; (81) units in Vertical Construction Phase I.

6. Affordable Housing. The Developer shall develop 100% of the units as for-sale single family, duplex, or multi-family Deed Restricted Units that target lower and middle income families in accordance with the individual unit pricing set forth in the approved Budget. ~~The Developer and the Town will agree to the final number of units at each AMI and that number will be reflected in the Budget.~~

7. Town Obligation/Investments. In addition to the Property, the Town agrees to contribute funding for the Development, which shall be set forth in the Budget. ~~The amount of the funding must be mutually acceptable to the Town and the Developer and will be set forth in the Budget.~~ The Budget will include all costs associated with the Development including infrastructure (on and offsite), site work (on and offsite), architecture, vertical construction, marketing, sales, outreach, etc. The Budget must also include all projected sales revenue based on specified target sales prices. In the event the Town and the Developer do not agree on the Budget or the Town and the Infrastructure Developer do not agree on the GMP Agreement for Horizontal Phase I, either Party may terminate this Agreement. If either Party or the Parties terminate this Agreement under this Section 7, the Town will provide payment for services and costs to date pursuant to the PDA and neither party shall have any further obligation to each other. Upon approval of the Budget and GMP Agreement, it is anticipated that the Town will provide funding for the on and off-site work and infrastructure performed by the ~~Developer and the~~ Infrastructure Developer by monthly draw based on the bills paid and work completed/percentage completion, including draw(s) in advance of the start of construction for deposits and reimbursable costs such as engineering, architecture surveying and other incidental expenses as required by Developer and Infrastructure Developer. The details of payment and scope of work for Horizontal Phase I will be set forth in the GMP Agreement. ~~Vertical development~~ Any remaining subsidies for Vertical Phase I and II identified in the Budget shall be paid based on the number of units for which building permits are submitted at any one time (each set of building permits to be referred to as a "Construction Phase"), for each phase (based on number of units per phase) at the time the first building permits are issued for each phase; provided, however, the Parties may mutually agree in writing to an alternative schedule or process for the Town's financial contribution.

8. Schedule. Developer shall complete construction of the Project substantially in compliance with the schedule attached hereto as **Exhibit BC** and incorporated herein by reference. Said schedule is a good faith target schedule and may be subject to adjustment for delays in approvals, pre-sales, financing, force majeure, and delays due to shortage of materials, weather, or other similar reasons beyond the reasonable control of Developer, or other such reasonable factors mutually agreed upon in writing by the Parties. As noted in Section 4 above, Vertical Construction Phase I, Horizontal Phase II, and Vertical Construction Phase II of the Development shall not commence until approved by the Town in general accordance with the schedule as set forth in Exhibit B.

9. Transfer of Property. ~~After execution of this Agreement, and after the Town has reviewed and approved the Budget and GMP Agreement,~~

(a) At the Fall 2025 financial review that is reflected in Exhibit B and prescribed below in Section 23(e), the Town and Developer will review current pricing for the construction of Vertical Construction Phase I, compare it to the Budget previously approved, evaluate overall market conditions, and subsequently present a recommendation to the Town Council regarding the financial feasibility of moving forward with Vertical Construction Phase I. If the Town Council agrees that it appears financially feasible at that time to make a preliminary authorization to proceed with Vertical Construction Phase I, the Town shall transfer ownership of the portion of the Property described in Exhibit A associated with Vertical Construction Phase I to Developer in accordance with the Phase I and Phase II Planning Documents, by special warranty deed to facilitate the timely financing, development, and sale of Vertical Construction Phase I of the Project. The preliminary authorization contemplated in this Paragraph 9(a) does not constitute final approval for the Budget for Vertical Construction Phase I or final authorization to commence construction of Vertical Construction Phase I. In the event the Property is transferred pursuant to this Section 9(a), the following conditions apply:

i. Developer may not encumber in the Property in any way, including as contemplated in Section 14 below, until Vertical Construction Phase I is finally approved and authorized by Town Council.

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ii. If the Town has not affirmatively and finally authorized Vertical Construction Phase I within one year of the transfer, or if this Agreement is terminated pursuant to any provision set forth in Section 26, Developer will re-convey the unencumbered Property back to the Town.

(b) The Phase II portion of the Property shall be transferred to Developer promptly upon the Town approving Vertical Construction Phase II pursuant to Section 4 above. The Town Council may approve Horizontal Phase II with or without approving Vertical Construction Phase II, if the parties agree on a new GMP Agreement for Horizontal Phase II.

(c) Closing agent for transfer of title shall be Land Title Guarantee Company. The Town shall pay for owner's extended title insurance coverage and any costs associated

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with the closing agent. -Developer shall pay for any endorsements required by it or Developer's lender. Developer shall pay the deed recording fees. The Town shall pay any other closing costs. -The special warranty deeds shall only be subject to the exceptions of title listed on the title commitment approved by Developer, which approval shall not be unreasonably withheld.

10. Default. Prior to any action against Developer for breach of this Agreement, or default in the Development, the Town shall give Developer a written notice of any claim by the Town of a breach or default by Developer, and Developer shall have the opportunity to cure such alleged default within thirty (30) days, unless such cure cannot be accomplished within such time period, and in such case for a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances.

In the case of any such uncured default, the Town reserves the right to proceed with assumption of all rights and responsibilities of the Developer for the Phase of the Development that is subject to such default. In addition, any such case of uncured default may result in the Town proceeding to terminate this Agreement for cause as set forth in Section 26(a).

11. Reverter Clause. In the case of a default or termination pursuant to Section 26, and after any and all cure periods during which Developer fails to cure, any and all Property interests, including the Property described in **Exhibit A**, that have been conveyed to the Developer, which remain in the Developer's ownership and control, and that have not been conveyed to individual homeowners, homeowner's associations, the Town of Breckenridge, special districts or other governmental or quasi-governmental entities, shall be conveyed back to the Town in the same manner and upon the same or similar terms as conveyed to Developer under Section 9.

12. Developer Employee Unit. The Parties ~~shall agree that one (1) upon three (3) units~~ that will be reserved for sale to one of Developer's and the Infrastructure Developer's contractors, subcontractors, ~~or employees of contractors and subcontractors~~ ("Developer Employee"). The unit shall be reserved in Phase I and shall be one of the single-family home units. Two (2) units in Phase I shall be reserved for purchase by a Developer Employee and one (1) unit in Phase II shall be so reserved. Developer Employees seeking to purchase one of the Developer Employee Units shall meet the applicable income requirements and all other qualifying criteria as set forth in the Restrictive Housing Covenant and/or the Town's Housing Rules and Regulations. If the unit is not purchased by a Developer Employee by the time all sale phases in Vertical Construction Phase I are completed, Developer will have no further right to any unit in Vertical Construction Phase I or II.

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13. Restrictive Housing Covenant. The Town shall, prior to any transfer of the Property to Developer, record a Restrictive Housing Covenant against the Property mutually acceptable to the parties. The Town will allow the Restrictive Housing Covenant to be subordinate to any financing associated with the Development.

14. Financing. Developer shall be solely responsible to procure financing for the Vertical Construction Phases I and II of the Project. Any instrument of encumbrance to be recorded by the lender, such as a deed of trust or a lien ("Encumbrance"), must adhere to two preconditions, as follows: (i) reasonably related to the development of the parcel or phase so encumbered as contemplated herein; and (ii) be approved in writing by the Town prior to execution by Developer (which approval will not be unreasonably withheld), and prior to any recordation of any such Encumbrance. Any Encumbrance that does not satisfy these preconditions shall be deemed a violation of this Agreement, and subject to timely correction or cure, and if not so corrected or cured in accordance with Section 26(b) herein, shall be deemed a default and subject to termination for cause. In addition to the foregoing remedy, the parties hereto agree that any such improper Encumbrance not timely corrected or cured shall be deemed null and void and of no force or effect, and Developer shall assume all responsibility for the ramifications of such nullification.

15. Inspection of Developer Books and Records. Except for the Developer's financing documents, the Developer shall maintain all books and records related to the Project and make them available for inspection upon the Town's request. Notwithstanding the foregoing, if the Town has reasonable cause to believe that Developer cannot complete the Project, the Town may request to review the financing documents of the Developer at which time the Developer may assert that such financing documents are confidential records for purposes of under Colo.Rev.Stat. § 24-72-204. For purposes of this section "financing documents" includes all records documenting the obligations of Developer regarding the loan(s), excluding documentation as to the loan terms and the Encumbrance which is subject to disclosure under Section 14.

16. Developer Fee. Developer shall receive a ~~minimum~~ fee for the horizontal and for vertical construction and the Infrastructure Developer shall receive a ~~minimum~~ fee for construction of the infrastructure in the amount of 74.0% on all costs and expenses for the Development as set forth in the Budget, said ~~feeprofit~~ to exclude any percentage return for costs paid for or directly reimbursed by the Town. The final Developer Fee shall be as set forth in the Budget.

17. Authority; Independent Contractor Status. Developer shall have no right, authority or power to bind the Town for any claim for labor or for material or for any other charge or expense incurred in delivering the Development or performing any alteration, renovation, repair, refurbishment or other work. The Parties shall be treated as independent contractors to this Agreement and Developer shall not be considered the agent of the Town in the construction, erection or operation of the Development.

18. Fees and Taxes. The Parties agree that each unit subject to a Restrictive Covenant within the Development shall not be required to pay building permitting, plan review, and inspection fees, use taxes, impact fees, excise taxes or water PIFs. These taxes and fees will be waived by the Town.

19. Marketing Units. The Developer intends to contract for marketing and sales services. The Town and Developer agree to establish a mutually acceptable marketing plan with criteria and processes to ensure broad marketing throughout the community.

The Developer will utilize the Summit Combined Housing Authority (SCHA) for qualification and lottery purposes, and the Town will assist in ensuring efficient and timely processes for qualifying applicants.

20. Sales. In the event transfer of title to a unit subject to a Restrictive Covenant is not completed within three (3) months from the earlier of the date of certificate of occupancy or the date a contracted buyer dropped out, in either case due to market conditions and at no fault of Developer, the Parties agree that the following events shall occur in the order set forth below:

a. The Developer shall send a written notice ("Developer Notice") to the Town of the Town's option to purchase a unit at the price set forth in the approved Budget, which may be exercised within ten (10) days of such notice being given by the Town to the Developer ("Town Notice"). If the Town exercises its option within such 10-day period, the Town shall close on such purchase and sale within thirty (30) business days of receipt of the Developer Notice.

b. If the Town does not elect to purchase the unit under subsection a, Developer may exercise its option to rent a unit to a qualified renter at a rate mutually agreed to in writing by the Parties that is no greater than the rental rate equivalent of the targeted sale price AML. ~~less than the Developer costs for the unit for the loan, taxes, insurance, and HOA dues. In the event the Developer exercises its option to lease under subsection b, the Town has the discretion to either: i) permit Developer to lease the unit exempt from the established affordability requirements or ii) provide additional funding to offset the difference between the then established affordable rental rate and the mutually agreed to rental rate.~~

c. In the event that the Developer, in conjunction with the SCHA, has exhausted the lottery list of potential buyers, and has unsold units, Developer may sell such units to any qualified buyer pursuant to the terms of the Restrictive Covenant.

21. Compliance with Law. Developer shall comply with all applicable laws, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environment, including (without limitation) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable Colorado environmental laws; and all other federal, state or local laws and regulations relating to, or imposing liability or standards of conduct concerning any

hazardous, toxic or dangerous waste, substance or material, now or at any time hereafter in effect.

22. Public Improvements.

a. Guaranteed Maximum Price Proposal. Infrastructure Developer agrees to complete both on-site and off-site public improvements (the "Public Improvements"), subject to the GMP Agreement, a Guaranteed Maximum Price ("GMP") proposal. ~~At the conclusion of the design development phase the Developer shall prepare and submit a GMP proposal to the Town based on the design development documents. The GMP shall be delivered to the Town within three (3) weeks of the approval of the Public Improvement permits. The Parties agree to negotiate in good faith to enter into a construction agreement based on a Guaranteed Maximum Price.~~

b. Final Acceptance and Dedication. Upon completion of the Public Improvements and upon final acceptance by the Town, Developer shall convey title to the Public Improvements to the Town at which time the Town shall become responsible for the operation and maintenance of the same.

c. Warranty. Infrastructure Developer warrants and guarantees that, for two (2) years from the date of acceptance, each Public Improvement: is not defective; will not fail; has been constructed and installed in a workmanlike manner suitable for its intended uses; has been constructed in compliance with applicable federal, state, municipal, and special district statutes, ordinances, regulations, rules, and codes.

23. Developer's Obligations.

a. Workforce Housing and Warranty. In accordance with this Agreement, Developer agrees to construct ~~The total number of the Restricted Units in Phase I of the Project shall not exceed eighty-one (81) single family, duplex and multi-family units. To ensure affordability over time, the entire Development shall be for sale single family, duplex, or multi-family Restricted Units subject to the Restrictive Covenant, as outlined in Exhibit B, and Notice of Lien. The total number of Restricted Units in Phase I of the Project shall not exceed eighty-one (81) single family, duplex and multi-family units. The total number of restricted units in both Phase I and Phase II of the Project shall not exceed one hundred and forty-eight units. The units will be sold at the sale prices approved by the Town and as reflected in the Budget.~~ All units will be sold with a two~~one~~-year warranty from date of certificate of occupancy.

b. Homeowners' Association. Developer shall create the Runway Homeowners' Association (the "HOA"), which shall be responsible for the enforcement of the Declarations and Covenants for the Runway and the Architectural Standards for the Development. Such Declarations and Covenants shall be approved by the Town prior to adoption. The HOA shall also be responsible for the repair and maintenance of: any unique lighting in the Development; any unique signage for the Development; all internal trails and open/green spaces not maintained by the Town; all dumpster enclosures and mailboxes; all private roads and alleys shown on the Planning Documents; and all other

items not required by applicable Town standards. The HOA shall not be responsible for repair, maintenance, or operation of ~~any~~the recycling/composting facilities.

c. Architecture. Developer shall develop the Property consistent with the Planning Documents. Architectural Standards for the Development shall be included in the Declaration and Covenants, or separate document, for the Development and shall be enforced by the HOA.

~~d. Permitted Development, Construction of Planning Documents. The Developer shall develop the Development in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. To the extent the Planning Documents are silent on a particular matter, the Breckenridge Town Code and associated Town Standards shall apply.~~

~~e. Financial Obligations Check Points. Infrastructure Developer is obligated to stay within the approved Budget for each Horizontal Phase and Developer is obligated to stay within the approved Budget for each Vertical Phase. The Developer shall provide regular status updates to the Town on a weekly or biweekly basis, through scheduled meetings and/or written reports, as mutually agreed. These updates shall, at a minimum, address progress on the Pproject milestones and shall include, as appropriate, the hard bids for both horizontal and vertical construction prior to the Developer executing any contracts or agreements. In addition, the Developer shall provide quarterly reports to Town staff that include updates on Pproject costs, highlighting any fluctuations in construction expenses and significant soft cost items, such as insurance premiums and loan interest, review of the Budget and Schedule, and any other material information relevant to the development process. In the event of unforeseen increases in the cost of construction that are outside the control of Developer, Developer and Town will meet and confer regarding how to address and resolve such cost increases.~~

~~f. Timeline for Completion. Developer shall complete each Construction Phase within 18 months of the final framing inspection for the last unit in the phase; failure to do so shall be considered a breach of the Agreement and entitle Town to terminate for cause pursuant to Section 26(a).~~

24. Insurance. Developer agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Developer pursuant to the Development Agreement and naming the Town as an additional insured.

25. Term. The Effective Date of this Agreement shall be in accordance with Section 5.9 of the Municipal Charter and remain effective until all obligations of each Party are completed or until terminated as permitted herein. ~~If the Planning Documents are not approved by the Town as described in Section 9, then Developer shall be paid for services to date pursuant to Section 4 and this Agreement shall automatically terminate and be of no force and effect whatsoever.~~

26. Termination; Delay.

a. Termination by Town for Cause. Town may terminate the services of the Developer for cause, and take possession of the Project and all materials deemed part of the Project; provided, however, Town will reimburse Developer for any materials not already paid for by Town, and equipment deemed to be part of the Services, if terminated based on cause as contemplated herein. The termination shall be effective thirty (30) days after Town has delivered written notice detailing the cause for termination hereunder to the Developer if the Developer has failed to reasonably cure the cause for termination within that thirty (30) day period; unless such cure cannot be accomplished within such time period, and in such case after a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances. The termination may be initiated for any of the following reasons and shall not prejudice any other right or remedy available to Town, all of which shall be subject to the notice and thirty (30) day period to cure provided herein:

- i. The Developer is adjudged bankrupt or insolvent.
- ii. The Developer makes a general assignment for the benefit of his creditors.
- iii. A trustee or receiver is appointed for the Developer or for any of his property.
- iv. The Developer files a petition to take advantage of any debtor's act or to reorganize under any bankruptcy law.
- v. The Developer repeatedly fails to supply sufficiently skilled work ~~mersa~~, or necessary materials or equipment to maintain the construction schedule or provide quality workmanship and/or product.
- vi. The Developer disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Development.
- vii. The Developer unreasonably and repeatedly disregards the authority of the Town as Property Owner or collaborator under this Agreement, after written notice of such concerns and failure to correct such actions.
- viii. The Developer violates any material provision of the Agreement and fails to cure the same within the proper time frame for cure allotted herein.
- ix. Notification by the lender of the Development of financial default by the Developer.
- ~~ix.~~ x. Substantial change in the controlling ownership of Developer.

After termination is effectuated, Town may proceed to finish the Development by whatever method it deems most expedient. Developer will present all final invoicing to the Town within thirty (30) days of Termination for payment by the Town.

b. Termination by Town for Convenience. Town may also elect to suspend or abandon the Project and terminate the Agreement for convenience. The action shall be effective thirty (30) days after Town has delivered written notice to the Developer. This action may be initiated for any reason, without cause, and shall not prejudice any other right or remedy available to Town. The following payment provisions apply:

- i. In the event the Town terminates the Agreement prior to the authorization of Vertical Construction Phase I, the Developer shall be paid for all Development executed and any costs and expenses incurred, including

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payment of the Developer Fee to Infrastructure Developer for Horizontal Phase I construction, and Vertical Construction Phase I construction incurred up until the date of termination, sustained due to the termination and Developer will present all final invoicing to the Town within thirty (30) days of Termination effective date.

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ii. In the event the Town terminates the Agreement after the authorization of Vertical Construction Phase I, but prior to the authorization of Vertical Construction Phase II, the Developer shall be paid for all Development executed and any costs and expenses incurred, including the Developer Fee for Horizontal Phase construction and the entire Developer Fee for Vertical Phase I as set forth in the Budget.

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iii. In the event the Town terminates the Agreement after the authorization of Vertical Phase II, the Developer shall be paid for all Development executed and any costs and expenses incurred, including the Developer Fee for Horizontal Phase construction and the entire Developer Fee for Vertical Phase I and II as set forth in the Budget.

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iv. For purposes of this subsection (b), the term "costs and expenses incurred" shall include Developers costs and expenses resulting from Developer's performance under this Agreement as well as additional commercially reasonable costs and expenses related to the termination.

c. Termination by Developer. Developer may terminate the Agreement for any of the following reasons. The termination shall be effective thirty (30) days after the Developer has delivered written notice to Town, and provided a fourteen (14) day opportunity to cure:

- i. Town has suspended the Development for more than sixty (60) days, which suspension is not a result of the Town exercising its options under Sections 26(a) and (b).
- ii. Town has been issued a stop work order of sixty (60) days or more by court order or other competent public agency.
- iii. The Town fails to act on any request for payment within thirty (30) days after its submittal.
- iv. Town fails to pay the Developer within (30) thirty days the sum approved by the Town or awarded by arbitrators or court.
- v. The Town repeatedly fails to respond to requests for approvals and other information required in a timely manner to allow Developer to meet its obligations and operate within the construction periods permitted due to seasonal constraints.
- vi. Town fails to meet any other material obligations under this Agreement, the Planning Documents or the ancillary development agreement for public improvements.

d. Payment to Developer. Subsequent to Termination under any provision in this Section 26, The Developer shall be entitled to payment for all Development implemented and any expenses sustained due to the termination providing they have a

~~provided complete accounting up to the effective date of Termination of Development executed, costs and expenses incurred, and Developer Fee incurred within thirty (30) days of the effective termination date. In the event of termination, payments will be made to Developer for all work performed up to the date of termination.~~ The Developer shall have the option of resuming work after such payment or proceeding with termination in the event of ~~termination~~ under Section 26.c. If the Agreement is terminated pursuant to ~~Section 26.b. or~~ 26.c., and in the event Developer does not elect to resume work as relates to termination under Section 26.c., the Developer shall also be entitled to payment ~~for all Development executed and any costs and expenses incurred, plus for the remaining Developer Fee for the Vertical Construction Phase the Project was in at the time of termination~~ for all Development executed and any costs and expenses incurred, plus for the remaining Developer Fee for the Vertical Construction Phase the Project was in at the time of termination ~~the entirety of the Development.~~

~~If all phases of the Development are not completed by the Developer, the Agreement may be terminated by the Town in accordance with the provisions set forth in this Section 26.~~

e. Ownership of Planning and Construction Documents. The Planning Documents and all architectural, engineering, construction and similar plans are owned by Developer. In the event of termination of this Agreement ~~under any provision pursuant to Section 26.b,~~ the ownership of all Planning Documents shall transfer from Developer to the Town ~~as the Town's sole remedy against Developer for termination for cause.~~ For purposes of this Section, "Planning Documents" shall not include architectural, engineering and construction plans and documents for the vertical construction.

f. Town Assumption of Development. In the event the Town assumes completion of the Development under Section 10, or under any other provision of this Agreement, or the Agreement is terminated pursuant to Section 26, Developer is released from any and all further obligations under this Agreement excluding warranties for work completed prior to termination or assumption.

27. Miscellaneous.

a. Indemnification

i. To the fullest extent permitted by law, and in accordance with Section 13-50.5-102, C.R.S., Developer shall indemnify and hold Town, its officers, employees, and insurers, harmless from and against all liability, claims, and demands brought or asserted against Town by a third party (a party who is not a party to the Agreement) 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, whether alleged, adjudicated, or otherwise, related to or in any manner connected with the Agreement, to the extent that such injury, loss, or damage is caused by Developer's negligence or other fault, or the negligence or other fault of Developer's employees, agents, representatives, subcontractors, suppliers, or anyone else for whose acts Developer is liable under applicable law. Developer is not required to provide indemnification under this Section to the extent such liability, claim, or demand arises through the negligence or other fault of Owner, its officers, employees, or agents.

As used in this Section, the term "fault" includes, but is not limited to, an intentional or willful wrongful act, or a breach of the Agreement.

ii. This indemnity provision is to be interpreted to require Developer indemnify and hold Town harmless only to the extent and for an amount represented by the degree or percentage of negligence or other fault attributable to Developer, or Developer's employees, agents, representatives, subcontractors, suppliers, or others for whose acts Developer is liable under applicable law.

iii. To the extent indemnification is required under this Section, Developer shall reimburse Town for all costs and expenses of litigation incurred by Developer related to the matter for which indemnification is required, including, but not limited to, court costs, expert witness fees, and reasonable attorney's fees.

iv. The extent of Developer's obligation to indemnify and hold Town harmless under this Section shall be determined only after Developer's liability or fault has been determined by adjudication, alternative dispute resolution (if permitted by the Agreement), or is otherwise resolved by mutual agreement between Developer and Town.

v. This indemnity provision applies only with respect to claims brought or asserted against Town by third parties, and not to claims only between Developer and Town.

vi. Town's officers, employees, and insurers are third party beneficiaries of this Section in accordance with its terms. However, any amendment, modification, or termination executed by Town and Developer is binding upon Town's officers, employees, and insurers.

~~vii. ~~vii.~~All indemnity obligations required by the Agreement shall survive the completion or termination of the Agreement, and shall be fully enforceable thereafter, subject to any applicable statute of limitation."~~

~~viii. To the fullest extent permitted by law, Town shall indemnify and hold Developer, its members and mangers harmless from and against all liability, damages, including legal fees and costs, claims and demands brought or asserted against Developer by a third party related to or in any way caused by Town's breach of this Agreement, including without limitation, arising from any act or failure to act as listed in Paragraph 26(c).~~

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b. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

c. Governmental Immunity. The Town and its officers, elected officials, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, elected officials, attorneys or employees.

d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement shall be in Summit County, Colorado.

e. No Third Party Beneficiaries. No third party is intended to or shall be a beneficiary of this Agreement, nor shall any third party have any rights to enforce this Agreement in any respect.

f. No Joint Venture or Partnership. No form of joint venture or partnership exists between the Parties, and nothing contained in this Agreement shall be construed as making the Parties joint venturers or partners.

g. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

h. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

i. Modification. This Agreement may only be modified upon written agreement of the Parties.

j. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

k. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

I. Resolution Of Disputes.

A. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy ("Executives"). Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within five (5) days after receipt of said notice, Executives of the Parties to the dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days of the notice of dispute, or if the Parties fail to meet within five (5) days, either Party may initiate mediation of the controversy as provided below.

B. If the dispute has not been resolved by negotiation as provided above, the Parties will endeavor to settle the dispute by mediation with a neutral third Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they may

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each appoint a neutral third Party, such third Parties to appoint a neutral third Party to mediate. Each Party will pay their own attorneys' fees incurred in connection with negotiation and mediation.

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C. Any dispute arising out of or relating to this Agreement, or the breach, termination, or validity of this Agreement, which has not been resolved by the methods set forth above within thirty (30) days of the initiation of mediation, may be finally resolved by appropriate judicial action commenced in a court of competent jurisdiction. The Parties agree to venue in the courts of Summit County, Colorado with respect to any dispute arising out of or relating to this Agreement. **BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

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D. This Agreement is to be interpreted in all respects in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws that might require this Agreement to be governed by the laws of any state other than the State of Colorado.

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m. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

n. Recording. This Agreement or a notice of memorandum of agreement may be recorded with the Clerk and Recorder for Summit County, Colorado and shall run with the land at the mutual consent of the Parties, which shall not be unreasonably withheld.

o. Authority to Execute Documents. Upon approval of the Ordinance authorizing the Town's participation in this Agreement, the Town Manager shall be authorized to execute any document reasonably required by or related to this Agreement and the Project, including the authorization of and subordination of Encumbrances as set forth Section 16 above.

p. Retained Authority. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

q. Parties to the Agreement. There are two developer parties to this agreement; for the avoidance of doubt, Infrastructure Developer is a responsible party and liable only to the extent of those obligations specifically identified as belonging to Infrastructure Developer. All other obligations and required performance under this Agreement, whether specifically identified as such or not, belong to Developer and Developer is responsible and liable for them. In the event of any conflict between this Agreement and the GMP Agreement, the terms of the GMP Agreement shall prevail.

r. Force Majeure. No party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such performance or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, government action, strikes, lockouts, labor disputes, fire, flood, pandemic, earthquake, or other natural disasters. The affected party shall notify the other party as soon as reasonably possible and shall make all reasonable efforts to mitigate the effects of the force majeure event on the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF BRECKENRIDGE

Shannon Haynes, Acting Town Manager

ATTEST:

Helen Cospolich, Town Clerk

Developer:

The Runway Neighborhood, LLC, a Colorado limited liability company
By: Neighborhood Crafters, LLC a Colorado limited liability company, as Manager of Runway Neighborhood LLC

By: _____
Suzanne Allen Sabo, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2025, by Suzanne Allen Sabo as Manager of Neighborhood Crafters, LLC, as Manager of The Runway Neighborhood, LLC.

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My commission expires: _____

(SEAL)

Notary Public

Infrastructure Developer:
The Runway Neighborhood
Infrastructure, LLC, a Colorado limited
liability company
By: Neighborhood Crafters, LLC a
Colorado limited liability company

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By: _____
Suzanne Allen Sabo, Manager

STATE OF COLORADO)
_____) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2025, by Suzanne Allen Sabo as Manager of Neighborhood Crafters, LLC, as Manager of The Runway Neighborhood Infrastructure, LLC.

My commission expires: _____

(SEAL) _____

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EXHIBIT A
LEGAL DESCRIPTION

Runway Neighborhood

Tract A Fraction Subdivision
according to the plat recorded December 17, 2021 under reception number
1278464 in Summit County Colorado

AND

Tract C, Block 11 Subdivision
according to the plat recorded August 3, 2005 under reception number 797050 in
Summit County Colorado

EXHIBIT B
Restrictive Housing Covenant and Notice of Lien
For Runway Neighborhood,
Summit County, Colorado
(attached)

EXHIBIT BC
Schedule

Summer 2025 – Phase One ground break for civil

Fall 2025 – Vertical Pricing check in

Q1 2026 – Final Vertical pricing approved

Summer 2026 – Start of Phase 1 Vertical Construction

Phase 2 civil work continues or paused*

Summer 2027 – Potential phase 2 civil work start*

Winter 2027/2028 – Closings of first units in Phase 1

Spring 2028 – Vertical construction Phase 2 start*

Winter 2029 – All phase 1 units closed

Winter 2030 – Closings of first units in Phase 2*

Winter 2031 – Development Completion*

Primary Town Expenditures will be 2025-2030

**This schedule is subject to change by market conditions and other weather conditions. TBD by Developer and Council Authorizations*



TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Matt Hulsey, Assistant Director of Public Works – Parking, Mobility, Sustainability
Date: 5/20/2025 (for 5/27/2025 work session)
Subject: Overnight Parking Fee Changes (Resolution)

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | More Boots & Bikes, Less Cars | <input type="checkbox"/> | Leading Environmental Stewardship |
| <input type="checkbox"/> | Deliver a Balanced Year-Round Economy | <input type="checkbox"/> | Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> | Organizational Need | | |

Summary

A resolution to update the price for overnight oversized vehicle parking at the Airport Lot from up to \$10 per night, to \$45 per night. The change is needed to make clear that the smaller area is reserved and enforced for oversized vehicles only. The increased rate will also encourage oversized vehicles to find alternate locations as space for large vehicles becomes scarcer in town.

Background

Historic summer parking data shows that we see between 15 and 40 vehicles of varying sizes utilizing the overnight parking option at the Airport Lot. The vehicle size, parking rate, and proximity to lodging are considered the primary reasons people have chosen to park their vehicles in this area in the past. With a severely limited number of parking spaces now available in the lot, and an alternative parking option for standard passenger vehicles which make up the majority of vehicles parking in the lot, staff are recommending the small available section at Airport Lot be designated and enforced as only for oversized vehicles at an increased rate.

Public outreach/engagement

The lot will be signed and enforced for oversized vehicles only. Updates to the BreckPark.com website have taken place and Breck Park has been reaching out to lodging, businesses, and properties that make mention of the former Airport Lot on their websites and found through Google searches to update their information or link to the Breck Park website for the most updated information. In addition, staff will work with the Communications Outreach team and BTO to continue pushing the message both locally and more broadly as we understand this is a big change for our community.

Financial Implications

At the current price, we see around \$30k in parking revenue between June and October in this lot. With this resolution, we expect a lower vehicle count, but increased revenue to around \$60k over the same time period. We also expect some additional costs in signage and labor to prepare the area for use.

Equity Lens

In revising the overnight Airport Lot parking rates, staff considered the groups primarily affected by this increase, mostly comprised of RV and trailer owners who rent local lodging where RVs and other oversized vehicles are prohibited from parking. Given the decrease in available parking spaces due to

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

the pending construction of the Runway Neighborhood, increasing the overnight parking rates for RVs and trailers is necessary to limit demand. Staff does not believe that this rate change for oversized vehicles will disproportionately impact marginalized groups. Camping continues to be prohibited within Town, including at the Airport Lot.

Staff Recommendation

Staff recommends Council approve the resolution to increase the overnight parking fees for oversized vehicles in the Airport Lot. Staff will be available for questions.

1 RESOLUTION NO. ____

2
3 Series 2025

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5 **A RESOLUTION APPROVING CHANGES TO PARKING RATES AT TOWN-**
6 **OWNED LOTS.**

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9 WHEREAS, the Town of Breckenridge owns and operates a number of parking lots
10 within the jurisdictional boundaries of the Town, as such lots are described on Exhibit A and
11 incorporated herein ("Town Lots"); and

12 WHEREAS, in the past the Town has set the parking rates for the Town Lots in
13 conjunction with the annual budget adoption; and

14 WHEREAS, in order to address changing conditions within the Town Lots, the Town
15 desires to change the parking rates previously set as part of the budget adoption; and

16 WHEREAS, the Town Charter Sections 5.8 and 10.12 allow the Council to adopt and
17 make amendments to the budget by resolution; and

18 WHEREAS, the Town wishes to make amendments to the parking rates for Town Lots
19 as further set forth in this resolution.

20 NOW, THEREFORE, in consideration of the above premises and terms and conditions
21 contained herein, the parties agree as follows:

22
23 **Section 1.** The Town Council hereby approves the changes to the parking rates set forth
24 in the attached **Exhibit B.**

25 **Section 2.** This resolution is effective upon adoption.

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27 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2025.

28 TOWN OF BRECKENRIDGE

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33 By: _____
34 Kelly Owens, Mayor

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36 ATTEST:

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Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

EXHIBIT A

“List of Town Owned/Operated Parking Zones”

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- Adams
- Airport Lot
- Barney Ford
- Central Main – 100 N, 100 S
- Courthouse
- Exchange Lower
- Exchange Outdoor
- Exchange Upper
- F-Lot
- Ice House
- Lincoln
- North Main – 200-300 N
- Ridge Alley
- Ridge Street North – 100 N, 100 S
- Ridge Street South – 200-500 S
- South Gondola Lot and Garage
- South Main – 200-400 S
- Tiger Dredge
- Tonopah
- Washington
- Wellington

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EXHIBIT B

“Current and Proposed Rates”

Monday - Thursday Rates

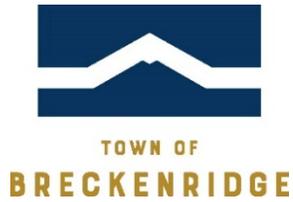
Airport Lot Overnight	Current - All Vehicles		Proposed - Oversize Only, Max 25	
Zone(s)	776		777	
Hours	Overnight	Year Round	All Hours	Year Round
24 Hours Parking Total	\$5.00		\$45.00	

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Friday - Sunday Rates

Airport Lot Overnight	Current - All Vehicles		Proposed - Oversize Only, Max 25	
Zone(s)	776		777	
Hours	Overnight	Year Round	All Hours	Year Round
24 Hours Parking Total	\$10.00		\$45.00	

8



Memo

To: Town Council
 From: Laurie Best, Housing Director
 Shannon Haynes, Town Manager
 Keely Ambrose, Town Attorney
 Date: 5/20/25 (for 05/27/2025)
 Subject: Approval of IGA with Summit School District

Town Council Goals (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> Hometown Feel & Authentic Character |
| <input type="checkbox"/> Organizational Need | |

Summary

Staff is requesting that Town Council review and approve the IGA with the Summit School District for the use of and eventual transfer of the parcel of property known as the “McCain Parcel” to the Town from the District, in exchange for a perpetual right-of-first refusal to purchase 35 units in The Runway Neighborhood by District employees.

Background

For over a year, staff has been working to secure an IGA with the Summit School District for the McCain parcel. A number of factors, including other development occurring in Town as well as the Town’s development of The Runway Neighborhood, necessitate the relocation of critical Town facilities, including snow and equipment storage and parking. The McCain Parcel is in an ideal location for the Town to meet current and future organizational needs.

Over the years, the School District has indicated that it desired to utilize the McCain Parcel for its own employee/workforce housing project. In recognition of the fact that development of housing takes significant expertise and public investment, and that available vacant land in the Town is becoming ever more limited, the proposed IGA represents a unique opportunity for collaboration between two public entities. The Agreement is drafted in such a way as to allow the Town to use the property while The Runway Neighborhood project is under construction, with final transfer of the property to happen on the first to occur of 35 District employees owning homes in the project or Phase II of the project commencing. There will be 81 units in Phase I of the Project and 148 units total in the entire Project. Vertical construction of Phase I is expected to commence in 2026, while infrastructure is targeted to begin this summer.

Public outreach/engagement

The Agreement was considered by the School Board at a public meeting on May 15, 2025, and the Board approved the Agreement in its current form.

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Financial Implications

There is no monetary cost to this Agreement other than the right-of-first refusal mentioned above. The Town only gets the use, and ultimate ownership, of the property if the Town proceeds with The Runway Neighborhood project. If economic circumstances dictate that the Town has to pause or delay the project, the Agreement allows for the parties to adjust and adapt to changing circumstances.

Equity Lens

While this Agreement does give District employees a first right to purchase the limited number of units in the Project, the price of the units remains the same as those available to the general public. Staff feels that teachers and school employees in general tend to be paid lower than many other local employees with similar education and work experience, so in that sense they may be under-represented in current workforce housing projects.

Staff Recommendation

Staff recommends that the Council approve the IGA as presented today.

1 RESOLUTION NO. ____

2
3 Series 2025

4
5 **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT**
6 **BETWEEN THE TOWN OF BRECKENRIDGE AND THE SUMMIT SCHOOL**
7 **DISTRICT**
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10 WHEREAS, the Summit School District (“District”) owns a parcel of real property located
11 within the Town of Breckenridge, known as Tract B, McCain Sub (the “Property”); and

12 WHEREAS, the Town of Breckenridge (“Town”) is planning a large workforce housing
13 development (the “Project”) on neighboring property known as portions of the Fraction and
14 Block 11 Subdivisions (“Town Property”); and

15 WHEREAS, the Town and the District wish to enter into an intergovernmental agreement
16 allowing for the use by and eventual transfer to the Town of the Property, in exchange for a
17 perpetual right of first refusal on the purchase of units by District employees;

18 WHEREAS, the District’s Board has approved the Intergovernmental Agreement,
19 attached hereto as Exhibit A, at a public meeting; and

20 WHEREAS, the Town Council has considered the IGA at a public meeting.

21 NOW, THEREFORE, in consideration of the above premises and terms and conditions
22 contained herein, the Town Council hereby declares as follows:

23 **Section 1.** The Town Council hereby approves the Intergovernmental Agreement
24 attached hereto as **Exhibit A.**

25 **Section 2.** This resolution is effective upon adoption.
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27 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2025.

28 TOWN OF BRECKENRIDGE
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33 By: _____
34 Kelly Owens, Mayor
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36 ATTEST:
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Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

EXHIBIT A

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
REGARDING TRANSFER OF MCCAIN PROPERTY**

This Agreement is entered into as of this ____ day of _____, 2025 by and between the Summit School District RE-1 (“District”), a Colorado public school district and political subdivision of the state, and the Town of Breckenridge (“Town”), a Colorado municipal corporation. District and Town are referred to individually in this Agreement by name or as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, the District, has agreed to transfer all of its interest to a parcel of real Property known as the McCain parcel, described on Exhibit A (“Property”), to the Town;

WHEREAS, the Town is in the process of designing a new workforce housing development known as “The Runway”(“Project”) which will consist of approximately 150 various housing units located on the Block 11 parcel in the Town;

WHEREAS, the Town has agreed to subsidize the cost of the land, density, infrastructure (including utilities) and a limited amount of the vertical construction to make these housing units more affordable to workers making 80-150 percent of the AMI;

WHEREAS, in exchange for the conveyance of the Property to the Town from the District, the Town has agreed to sell 35 of the housing units within the Project to active employees of the District and, in order to ensure that there will be 35 units available to District employees in the future, to place a restriction on all of the housing units within the Project that establishes a “First Right of Refusal” for active District employees should any unit be resold and the number of occupied housing units owned by an active District employee has dropped below 35 housing units;

WHEREAS, 29-1-203, C.R.S., authorizes local governments to cooperate or contract with each other to provide any function or service lawfully authorized to each other.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the benefits and obligations contained herein, and subject to the terms and conditions set forth herein, the Parties agree as follows:

AGREEMENT

A. Obligations of the Town.

1. The Town is working with a developer to build approximately 150 workforce housing units at The Runway housing Project located on Block 11. The Runway housing Project is anticipated to be started in 2025 and completed by 2031. The Town will subsidize the cost of the infrastructure including utilities, density needed for the

housing development, design cost, land cost, and a limited amount of the vertical construction cost to help keep these housing units affordable to workers making 80-150 percent of the Areas Median Income. The Town contemplates utilizing two build phases for the Project (“1st Build Phase” and “2nd Build Phase”). For the avoidance of doubt, the sale phases referenced below are separate and distinct from the Build Phases. There may be multiple sale phases in each Build Phase.

2. Initial Sale: The Town or the Summit Combined Housing Authority (“Authority”), will utilize a proven lottery system for the selection of candidates eligible to purchase housing units within the Project. These lotteries will occur in sale phases over the Projected build time of the Project. In each sale phase active District employees, subject to any applicable qualifying criteria including but not limited to income, will be given first right to purchase 25% of the housing units in that sale phase. Included in that 25% would be a breakdown of approximately 25% of each housing unit type available in that particular sale phase which will be offered to active District employees. This lottery system would be in place until the required initial sale of 35 housing units for District employees has been met. The price offered to District employees for each housing unit shall be affordable to households of low and moderate income, as determined by the Summit Combined Housing Authority. The Town anticipates the sale prices for the first sale phase will start at \$351,000 for two bedroom townhomes, \$575,000 for three bedroom townhomes, and \$620,000 for single family homes. Sales prices for subsequent phases will assume a maximum 3% annual appreciation or change in AMI whichever is less.

3. Resale: The Town will ensure that a permanent restriction is recorded on all the housing units developed as part of the Project to establish a “First Right of Refusal” for all resales. The “First Right of Refusal” will occur once a current owner makes the Town or the Authority aware of their desire to sell their unit. The price for the resale will be set by the Authority based on the approved formula and an active District employee will have the first right to refuse purchase of the Unit if at any time the number of owned housing units by active District employees drops below the number of 35. If more than one active District employee is interested in the for-sale Property then a lottery will be held to determine the buyer. This process will apply in perpetuity for the life of the development.

4. Contracting: The Town is currently under contract with a developer/builder for pre-development design for the Project.

5. Phasing: As noted above, the Town contemplates two Build Phases for the Project. If Town Council has not authorized construction of the 2nd Build Phase at a public meeting by December 31, 2027, the following will occur:

5.1 District will not convey the Property (and Town will continue to be able to utilize the Property as set forth in Section B below) until the first to occur of:

5.1.1 Town Council authorizes the 2nd Build Phase; or

5.1.2 The District reaches 35 District employee owned Units through a combination of the exercise of the First Right of Refusal at Initial Sale and Resale as set forth in Sections A.2 and A.3 above. For the avoidance of doubt, at no point will the District be entitled to the First Right of Refusal on more than 25% of the Units in an Initial Sale phase.

5.2 The Parties will meet and confer regarding potential amendments or termination of this Agreement.

B. Obligations of the District

The District, through their attorney, will develop a land transfer agreement for the McCain parcel, Exhibit A. This agreement will be developed and executed within 90 days of the execution of this IGA with a closing date for the transfer of the Property to the Town to occur within 45 days after the Town authorizes construction of the 2nd Build Phase at a public meeting. Closing will occur at no cost to the Town other than customary closing fees. In the interim period between the execution of this agreement and the transfer of the Property, District will allow the Town limited use of the Property for snow storage and similar low impact municipal uses, including parking. Town and District will enter into an indemnification agreement approved by District which will require Town to indemnify District for its use of the Property as well as obligate the Town to return the Property to its original condition in the event this agreement terminates prior to transfer of the Property per the terms set forth herein. The Units that receive the permanent First Right of Refusal restriction prior to the authorization of the 2nd Build Phase as set forth this Agreement are the consideration exchanged for the Town's use of the Property as set forth in this Subsection B.

C. Miscellaneous Provisions

1. *Default.* All terms and conditions of this Agreement are considered material. In the event that either party defaults in the performance of any of the covenants or agreements to be kept, done or performed by and under the requirements of this Agreement, the non-defaulting party shall give the defaulting party 20 days written notice of such default, and if the defaulting party fails, neglects or refuses for a period of more than 20 days thereafter to make good or perform the default, then the non-defaulting party, without further notice, shall have the right to an action for specific performance or damages or both.

2. *Termination.*

2.1 By Town: In the event that, prior to commencing construction of the first build phase, Town determines that it will not proceed with the Project, Town may terminate this agreement.

2.2 By District: In the event that the Town does not proceed with the 2nd Build Phase as set forth above, District may terminate this agreement, subject to the provisions of Section A.5 above.

2.3 In the event of termination under this Section, neither party will have any further obligation to the other.

3. *Attorneys' Fees.* If legal proceedings are initiated by any party in order to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in enforcing this Agreement.

4. *Governing Law.* This Agreement shall be governed by the laws of the State of Colorado.

5. *Entire Agreement.* This Agreement contains the entire agreement of the Parties. Amendments to this Agreement may be made only in writing and signed by both Parties.

6. *Relationship of the Parties.* It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed in any way as establishing a joint venture or partnership between the Town and the District, nor shall anything in this Agreement be construed as establishing that the officers, agents, volunteers, employees of one Party are agents of the other Party.

7. *Third-Party Beneficiaries.* None of the terms, conditions, or covenants in this Agreement gives or allows any claim, benefit, or right of action by any third party not a Party hereto. Any person or entity other than the Town or the District receiving any services or benefits as a result of this Agreement is only an incidental beneficiary.

8. *Preservation of Immunity.* Nothing in this Agreement shall be construed (i) as a waiver by either Party of any privilege, defense, immunity, or limitation provided by common law or statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by any third party.

9. *Incorporation of Exhibits.* The attached Exhibit A is incorporated into this Agreement by reference.

10. *Annual Appropriation.*

- 10.1. The Town's financial obligations under this Agreement are subject to an annual appropriation being made by the Town Council of the Town of Breckenridge, Colorado in an amount sufficient to allow Town to perform its obligations under this Agreement. Town's financial obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

- 10.2. The District's financial obligations under this Agreement are subject to an annual appropriation being made by the Board of Education of Summit School District RE-1 in an amount sufficient to allow District to perform its obligations under this Agreement. District's financial obligations hereunder do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

Executed and effective this ____ day of _____, 2025.

TOWN OF BRECKENRIDGE

By: _____

Its: Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney _____

SUMMIT SCHOOL DISTRICT RE-1

By: _____

Its: Tony Byrd, Superintendent

ATTEST: _____

Secretary, Board of Education

APPROVED AS TO FORM:

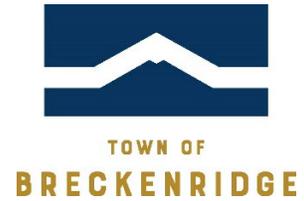
School District's Attorney

EXHIBIT A

Legal Description of the Property

McCain Property

Tract B, McCain Subdivision, according to the plat recorded _____, 2019 under Reception No. _____ of the records of the Clerk and Recorder of Summit County, Colorado; containing 10.1262 acres more or less



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: May 21, 2025
Subject: Planning Commission Decisions of the May 20, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, May 20, 2025:

CLASS A APPLICATIONS:

1. [Historic Shed Reconstruction, 303 N. Main Street 2A, PL-2024-0354](#)
A proposal to rebuild the historic shed behind the Williams House that was removed without a permit in 2022. *Approved, see second memo.*

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

To: Breckenridge Town Council
From: Ellie Muncy, Planner I
Date: May 21, 2025 (For May 27, 2025 Meeting)
Subject: Historic Shed Reconstruction, 303 N Main St Unit 2A; PL-2024-0354

A final hearing for the Historic Shed Reconstruction located at 303 N Main St Unit 2A was held by the Planning Commission on May 20, 2025. The application proposes to rebuild the historic shed behind the Williams House that was demolished and removed without a permit in 2022.

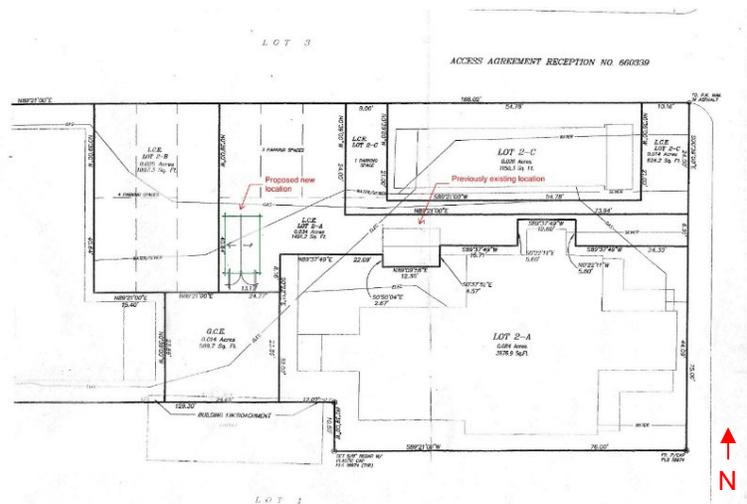
The historic shed was found by Planning staff, during a 2024 historic shed inventory, to have been removed. Under the Development Code, 9-1-6: Enforcement and Penalties Section E., the remedy for unapproved demolition or destruction of a historic structure requires reconstruction of the historic structure as closely as possible to its original condition at the time of demolition unless an alternative remedy is approved. The Planning Commission agreed requiring reconstruction of the shed was the best remedy in this situation.

The shed will be rebuilt using reclaimed rough sawn vertical siding and a self-rusting corrugated metal roof, consistent with the original shed's appearance. The original shed doors were not destroyed and will be reinstalled. As a part of reconstruction, the applicant also requested to move the reconstructed shed 26 feet to the west and turn the shed 90 degrees. The Commission was comfortable with the relocation because the shed was previously moved onsite on several occasions and was not in its original location prior to demolition.

The Commission approved reconstructing the shed in the new location and found the application complies with all Absolute Policies and assigned no points under the Relative Policies. The development permit was approved by a vote of 7-0.

[Link to Historic Shed Reconstruction Staff Report.](#)

Staff will be available at the meeting to answer any questions.





NOT TO SCALE



Historic Shed
Reconstruction,
303 N. Main 2A

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the May 6, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the May 20, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

FINAL HEARINGS:

1. Historic Shed Reconstruction (EM), 303 N. Main St. 2A; PL-2024-0354

Ms. Muncy presented a proposal to rebuild the historic shed behind the Williams House that was demolished without a permit in 2022. The following specific question was asked of the Commission:

1. Does the Commission approve relocating the rebuilt shed 26 ft. west of its previous existing location?

Commissioner Questions / Comments:

Ms. Gort: No questions.

Mr. Smith: Where was the original shed location prior to the last relocation? (Ms. Muncy: It's not very clear on Sanborn maps and other older materials. It may have been further north and east prior to moving for the Willoughby Cottage and prior to demolition.)

Mr. Giller: Add north arrow to site map.

Mr. Leas: How was the problem originally discovered? There was a time between the demolition and discovery by staff. (Ms. Muncy: The shed was discovered to have been removed in February 2024, but it was determined to have been demolished in 2022. It was discovered during the shed inventory staff conducted in 2024.) (Mr. Kulick: The timing of removal coincided with construction on an adjacent building which served to conceal the demolition of this structure. Google images revealed a time period when it was removed to be within an approximately two-month period in 2022.) Is there a statute of limitations regarding this provision of the code? (Mr. Kulick: The Town Attorney reviewed staff's recommendation and was comfortable with enforcement of this provision of the code even with the passage of time.) Had the property been sold and the demolition discovered after the sale, would there be a liability to the new owner? (Mr. Kulick: Unless it was something so egregious as to deal with life-safety or impeding adjacent property rights we would not go after the new owner.) (Mr. Truckey: There have been situations where we have gone after the previous owner but it is not an easy task.)

Mr. Guerra: No questions.

Mr. Frechter: No questions.

Applicant Representative, Mr. Lee Edwards, Contractor: Ms. Muncy has covered everything. I do not have anything additional to add.

Ms. Gort: Is the corrugation width of the proposed new metal roof like what was found historically? (Mr. Edwards: Yes, this is a typical width of corrugation that would have been found historically.)

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

Ms. Gort: I feel like we are letting the applicant get away with a lot by allowing them to rebuild and move the project without other penalties. I worry our policies are not strong enough to protect our historic structures.

Mr. Giller: I think the Town has been fair, reasonable, and constructive regarding this project.

Mr. Leas: This is a significant financial impact on this owner. I don't think there should be any other civil or financial penalties because the financial impact of rebuilding is significant.

Mr. Frechter: I agree with relocating the shed since we would have approved that whether it was demolished or not. I reiterate that staff should collaborate with the Summit Daily to publish an article on this project which would serve to educate others in the Town that demolition of historic structures is not permissible and there are penalties for doing so illegally.

Mr. Guerra: No comments. I approve the relocation.

Ms. Propper: I agree with Mr. Leas that the cost is significant and putting something in the Summit Daily is also a good idea.

Mr. Giller made a motion to approve the Historic Shed Reconstruction, seconded by Mr. Smith. The motion passed 7 to 0.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:03 pm.

Susan Propper, Vice Chair



TOWN OF BRECKENRIDGE
TOWN COUNCIL

Only 2 Council Members at each meeting, a third just means it needs to be posted.

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.

Date	Meeting	Location	Time
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May 2025

May 27th, 2025	Town Council Spring Retreat	Council Chambers	Noon
Tuesday, May 27th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
May 29th, 2025	CML Spring District Meeting	Keystone Town Hall	5:00pm - 8:00pm
May 31st, 2025	Town Clean Up	Riverwalk Center	8:00am - 2:00pm

June 2025

June 3rd, 2025	Energy Code Public Meeting	South Branch Library	2:30pm - 4:00pm
June 6th, 2025	Town Party & Volunteer Fair	Riverwalk Lawn	4:00pm - 8:00pm
June 9th - 15th, 2025	Breck PRIDE	Throughout Town	All Day
Tuesday, June 10th, 2025	First Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
June 12th, 2025	RAM Legacy in Action Day	Throughout Town	All Day
June 14th, 2025	Breck PRIDE Community Party	Riverwalk Lawn	Noon - 5:00pm
June 19th, 2025	Breckenridge Farmers Market	Exchange Lot	4:00pm - 7:00pm
June 23rd, 2025	Energy Code Public Meeting	South Branch Library	12:30pm - 2:00pm
Tuesday, June 24th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
June 24th - 26th	CML Annual Conference	Beaver Run	All Day
May 31st, 2025	Town Clean Up	Riverwalk Center	8:00am - 2:00pm

Other Meetings

May 27th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
June 3rd, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
June 4th, 2025	Breckenridge Events Committee	Town Hall	9:00am
June 10th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
June 12th, 2025	Upper Blue Sanitation District	Administrative Office	5:30pm
June 16th, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
June 17th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
June 18th, 2025	QQ - Quality and Quantity - Water District	Hybrid	10:00am
	Social Equity Advisory Commission	Town Hall	5:30pm
June 24th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
June 26th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm



TOWN OF BRECKENRIDGE
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Date	Meeting	Location	Time
July 1st, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
July 2nd, 2025	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
July 8th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
July 9th, 2025	Breckenridge History	Town Hall	Noon
July 10th, 2025	Upper Blue Sanitation District	Administrative Office	5:30pm
	I-70 Coalition	Keystone Policy Center	1:00pm
July 15th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
July 16th, 2025	Social Equity Advisory Commission	Town Hall	5:30pm
July 21st, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
July 24th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	NWCCOG Board Meeting	Silverthorne Office	10:00am
	RW&B Board Meeting	Main Street Station	3:00pm
	Breck Create	South Branch Library	3:30pm
TBD	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am