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Kathleen Neel – Summit County Recorder

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LODGE AT BRECKENRIDGE
PLANNED UNIT DEVELOPMENT (PUD) DESIGNATION
(As Revised September 26th, 2017)

This Lodge at Breckenridge Planned Unit Development Designation ("PUD Designation"), approved the 21st day of December, 1990 and revised on May 10th, 1993, February 26th, 1996, October 14th, 1997, May 24th, 1999, and May 22nd, 2000 by the Board of County Commissioners of Summit County, Colorado, is hereby revised this 26th day of September, 2017 for certain real property located in Summit County and described in attached Exhibit A, hereinafter referred to as the "Property." This PUD Designation establishes the land uses permitted on the Property, specific development regulations, and a conceptual development plan ("Plan") which must be adhered to by Guest Services 112, LLC and its successors and assigns, which is the owner and developer, and is hereinafter referred to as the "Owner/Developer." This PUD Designation also specifies improvements which must be made and conditions which must be fulfilled in conjunction with this PUD Designation by the Owner/Developer. The Plan has been attached as Exhibit B.

Where this PUD Designation does not address a specific development standard or requirement of the Summit County Land Use and Development Code ("Development Code") currently in effect, the Development Code shall apply. Where this PUD Designation addresses a specific development standard or requirement, the provisions of this PUD Designation shall supersede the provisions of the Development Code. Use and development of the Property shall be in accordance with the specific requirements of this PUD Designation and in substantial compliance with the Plan.

A. PERMITTED USES AND PLAN

Use and development of the Property shall be in accordance with the Plan attached hereto as Exhibit B and the following specific requirements:

1. Permitted Uses and Floor Area

Permitted uses and floor area shall be as follows:

a) The Lodge Building

The following uses shall be located within a single building on Lots 6 and 7, The Overlook Filing No. 1 ("Lodge") as shown on Exhibit B:

i.) Lodge Rooms: A total of 59 lodge rooms consisting of 45 existing guest rooms and 14 proposed guest rooms are allowed. All new guest rooms shall comply with the Development Code's design requirements for kitchenettes and the 467 square foot average requirement contained in Section 3505.02 of the Development Code.

ii.) Commercial: Commercial uses shall include those uses which are open to the general public, including: the recreational spa operation with treatment rooms, steam rooms, and associated locker rooms/restrooms; fitness/workout rooms and associated restrooms; restaurant, bar and lounge; conference meeting rooms and board rooms; management offices; guest check in, guest market/sundries area, and storage for guests; employee break rooms and restrooms. Other similar commercial uses may be permitted upon review and approval of the appropriate Review Authority based upon the scope of the

application in relation to the requirements and procedures set forth in the Development Code.

In addition to conferences and meetings, commercial wedding events, other ceremonies and celebratory activities, such as birthday parties, retirement parties, office parties, and similar uses, are allowed uses for the Lodge. These uses are considered accessory to and compatible with the existing commercial lodge rooms, conference meeting rooms, board rooms, restaurant, bar and lounge. No additional parking is required for these uses. All activities shall comply with all applicable noise ordinance regulations at all times.

iii.) Employee Housing: On-site employee housing units, as such term is defined in Section 3809.04. of the Development Code, are also allowed. Two (2) units containing a total of five (5) bedrooms with a shared kitchen, living room and bathrooms in 2,325 square feet shall be occupied by persons who provide on-site management, maintenance or other services for the operation of the Lodge building and/or its lodging, recreational, restaurant, bar and lounge uses. Provided these units are properly restricted in use and occupancy per Section 3809.04.D. of the Development Code, the area of any employee housing unit shall not count towards the permitted floor area of the Lodge.

iv.) Mechanical, Storage and Utility: Mechanical, storage and utility uses include mechanical rooms for heating, ventilation and plumbing systems, storage areas, and laundry facilities associated with permitted lodge rooms and commercial uses. These areas shall not count towards the permitted floor area allowances of the Lodge.

v.) Circulation: All circulation areas, such as stairways, hallways and lobbies, are considered accessory uses to the overall function of the building and are not to be counted in the permitted floor area allowances of the Lodge.

The permitted uses and floor area for the building shall be as follows:

Use	Allowed
Lodge Rooms	
Existing	
Proposed	
Total Lodge Rooms	24,000
Commercial	
Recreation	
Restaurant, Bar and Lounge	
Conference and Board Rooms	
Office, Check-In, Market/Sundries, Storage for Guests, Emp. Break Room	
Restrooms	
Total Commercial	13,000
Employee Housing	2,325
Mechanical, Storage, and Utility	3,144
Circulation	11,296
Gross Total	53,765

(Measurements taken from the centerline of the interior walls to the outside of the exterior walls.)

Specific allowed commercial uses within the above Commercial use category may be converted from one commercial use to another, after Planning Department review as required by the Development Code, and the associated floor area modified, so long as the 13,000 Total Commercial allowed floor area is not exceeded.

There is no floor area limitation in this PUD Designation for the Employee Housing, Mechanical, Storage and Utility, and Circulation uses. These numbers represent the actual floor areas for these uses inside the building and have been provided for reference only. The floor areas may be modified in connection with any modification to the Lodge Rooms or Commercial use categories reviewed by Planning Department staff administratively or another Review Authority based upon the scope of the application in relation to the requirements and procedures of the Development Code.

b) Five (5) single family residences of 4,000 square feet of living space or less each on Lots 1 and 2, The Overlook Filing No. 2 and on Lots 3-5, The Overlook Filing No. 1.

c) Twelve (12) condominiums of 1,400 square feet of living space or less each on Lot 8, The Overlook Filing No. 1.

d) Four (4) employee housing units of 1,400 square feet of living space or less each which shall be deed restricted as employee units in a manner meeting Sections 3809.04.B.2. and 3809.04.D. of the Development Code and shall also comply with all requirements of paragraph 25 of the "Additional Water Service Agreement" between the Owner/Developer and the Town of Breckenridge on Lot 8, The Overlook Filing No. 1. The "Additional Water Service Agreement" has been attached as Exhibit C.

e) Fourteen (14) cabin units of 1,800 square feet of living space or less each on The Overlook Retreat at Breckenridge for:

   1. Use as a free standing single-family unit or condominium, or
   2. Use as free standing single-family unit or condominium which are submitted to a plan of time-share ownership

   Any or all of which may at the election of the respective owners be used for personal or rental use or be managed by the "Lodge at Breckenridge" as part of said Lodge's commercial lodging purposes on such terms as such owners and the Lodge Management shall mutually agree on.

f) 6.86 acres of public open space on Tracts A and B, The Overlook Filing No. 1.

B. DEVELOPMENT STANDARDS

1. Building Height

Maximum building heights, as defined in Section 3505.06(2) of the Development Code, shall be as follows:

Lots 1 and 2, The Overlook Filing No. 2	25 feet
Lot 10, The Overlook Filing No. 1	28 feet
All other parcels	35 feet

All structures shall comply with the maximum permitted height set forth above. Building height shall be measured in accordance with the Development Code in effect at the time of building permit submittal, or other applicable review. Any portion of the existing structures exceeding the permitted height limitations shall be deemed legal non-conforming in regard to height, and the structure may continue to be used, occupied, maintained, repaired and remodeled but may not be increased in height so as to create a greater non-conformity.

2. Setbacks

Building envelopes for all single family and cabin units shall be designated at the preliminary plat stage in compliance with the approved Plan. The platted building envelopes may be moved to the north on each single family lot if necessary to reduce the number of screening trees that would have to be removed under the County Fire Mitigation Regulations. Prior to approval of the final plat, all single family building envelopes shall be staked in the field. The side setback for Lot 1, The Overlook Filing No. 2 shall be moved ten (10) feet back from the north property line.

3. Parking

Parking for all uses shall comply with the Development Code in effect at the time of County review and approval. All parking shall be provided on site for each individual lot except that parking for the Lodge's uses shall be provided in the parking areas shown on Lots 6, 7, 8 and 9, The Overlook Filing No. 1. Parking for the condominium and/or employee housing units on Lot 8 may be located on Lot 8 or in any of the other parking areas on Lots 6, 7 and 9. All parking areas adjacent to the Lodge shall be constructed and paved according to County standards. No parking shall be permitted in County rights-of-way.

A total of 116 parking spaces shall be provided for the Lodge uses on Lots 6 and 7, The Overlook Filing No. 1 and for the future condominiums and employee housing units on Lot 8, The Overlook Filing No. 1. Any additional floor area, new additional use, or change of use for the Lodge shall be reviewed and assessed parking per the Development Code in effect at the time of County review and approval.

4. Designated Public Open Space Areas / Public Use Area Fees

a) Public Open Space Areas: The Owner/Developer has dedicated 6.86 acres, Tracts A and B, The Overlook Filing No. 1, to Summit County as public open space for recreational purposes.

b) Public Use Areas Fees: All developed land within the Lodge at Breckenridge PUD has been subdivided and public use area fees assessed and remitted to the County via public open space and trail dedication(s), construction of improvement(s), and/or monetary payment. Thus, no additional public use area fees are required for the existing subdivided properties unless new additional floor area is added, new additional uses, or changes of use are requested that would increase the intensity beyond the original public use area fee assessments. These requests and all future development of vacant land shall comply with Section 3509 of the Development Code.

5. Landscaping Improvements and Noxious Weeds

Landscaping improvements shall be required per the Development Code as part of any site plan application. Landscaping improvements meeting County standards have been provided for the parking areas discussed in Section B.3. herein. All areas disturbed by construction activities shall be revegetated with a Summit County native grass seed mix or returned to a natural state. Reasonable efforts shall be made to prevent and control the proliferation of noxious weeds on the Property, including the areas along Overlook Drive and the private driveways. Nothing in this PUD Designation shall be construed to waive Summit County's ability to enforce its weed control regulations as set forth in the Development Code.

6. Forest Management and Tree Removal

All forest management activities must be reviewed and approved by the County. Grading permits shall be required for stump removal or the construction of any roads associated with the execution of the forest management activities. However, the removal of trees infected with Mountain Pine or Spruce Beetle is allowed and does not require County approval.

A Tree Condition Report has been prepared for Lots 6-9, The Overlook Filing No. 1 and has been attached as Exhibit D. In connection with any future site plan application(s) for these lots, the recommendations contained within the Tree Condition Report shall be implemented in order to improve the overall forest health and aesthetics of these properties. No other forest management improvements shall be required on these lots or on any other property within the PUD Designation in association with the Tree Condition Report.

Trees shall be retained on the southerly and westerly sides of the single family residences on Lots 1 and 2, The Overlook Filing No. 2 and on Lots 3-5, The Overlook Filing No. 1 in order to maintain screening of the development, provided that some tree cutting will be permitted to improve views from the single family units and to comply with the Summit County Wildfire Protection Plan and fire mitigation/defensible space requirements of the County and the Red White & Blue Fire Protection District. Such selective tree cutting over and above that required for fire mitigation/defensible space shall be kept to a minimum to provide for the maximum screening of the proposed units. Trees shall not be cut subsequent to construction of improvements on each single family lot without the County's prior written permission.

7. Site Plan Review

Site plan review, in accordance with Section 12600 of the Development Code, shall be required for all construction requiring a building permit. This includes, but is not limited to, all single family residences and cabin units.

8. Signs

All signs shall comply with the sign regulations contained within Chapter 9 of the Development Code.

C. REQUIRED IMPROVEMENTS

1. Road and Driveway Access

Access to the Property and to all building sites shall be provided by Boreas Pass Road and Overlook Drive. Prior to the issuance of any building or grading permit, the road serving the cabin sites must be built to all applicable County standards. All driveways and drive aisles shall meet all applicable County Road and Bridge standards contained within the Development Code.

2. Water Systems

Water supply for the Property is provided by the Town of Breckenridge in accordance with the "Additional Water Service Agreement" between the Owner/Developer and the Town which has been attached as Exhibit C. The Town of Breckenridge and the Summit County Planning Department shall be notified of any change in use within the Lodge at Breckenridge PUD Property prior to approval of any building permit for the new use, or prior to commencement of a new use if no building permit is required. At the time of site plan review by the Planning Department staff, the applicant shall provide verification in the form of a letter from the Town of Breckenridge that the Town has approved a water tap for the property under review.

3. Wastewater Disposal

Wastewater disposal for the Property is provided by the Upper Blue Sanitation District ("District"). The District shall be notified of any change in use within the Lodge at Breckenridge PUD Property prior to approval of any building permit for the new use, or prior to the commencement of the new use if no building permit is required.

4. Utilities

All new utility lines shall be installed underground in accordance with the Development Code and the specific requirements of the utility providers. As needed, necessary utility easements for all shallow and deep utilities shall be dedicated at the time of site plan review and/or at the time of any re-subdivision of any land within the Property.

5. Fire Protection

Fire protection is provided by the Red, White, & Blue Fire Protection District ("Fire District"). All development and use of the Property shall meet the fire protection requirements of the Fire District including sprinkling of the proposed cabin units, if deemed necessary, and its fire mitigation/defensible space requirements.

D. GENERAL PROVISIONS

1. Enforcement

The provisions of this PUD Designation and the dedication of Tracts A and B, The Overlook Filing No. 1 relating to the use of this land as public open space shall run in favor of Summit County and shall be enforceable at law or in equity by the County without limitation on any power or regulation otherwise granted by law. Other provisions of this PUD Designation and the Plan shall run in favor of the residents, occupants and landowners of Property, but only to the extent expressly provided in, and in accordance with the terms of this PUD Designation and the Plan.

Provisions not expressly stated as running in favor of the residents, occupants or owners of the Lodge at Breckenridge Planned Unit Development shall run in favor of the County.

2. Breach of Provisions

If any time, any provision or requirement stated in this PUD Designation has been breached by the Owner/Developer, the County may withhold approval of any or all site plans or plat maps, or the issuance of any or all grading or building permits or occupancy permits applied for on the Property, until such breach has been remedied; provided, however, that the County shall not take affirmative action on account of such breach until it shall have first notified the Owner/Developer in writing and afforded the Owner/Developer a reasonable opportunity to remedy the same.

3. Binding Effect

This PUD Designation shall run with the land and be binding upon the Owner/Developer, its respective successors, representatives and assigns, and all persons who may hereafter acquire an interest in the Property or any part thereof, with the exception that provisions of this PUD Designation may be modified through an amendment in accordance with the procedure stated in the Development Code. This PUD Designation shall be recorded in order to put prospective purchasers or other interested persons on notice as to the terms contained herein.

4. Amendments

Chapter 12 of the Development Code includes procedures and requirements for review of all Planned Unit Developments. The Owner/Developer shall be on notice of these requirements and their potential impact should modifications to the PUD Designation be desired.

Amendments to the provisions of this PUD Designation shall be reviewed and acted upon as a rezoning application, subject to the County's procedures for zoning amendments and to the requirement for findings under the Planned Unit Development Act of 1972 at CRS 24-67-106(3)(b), unless such an amendment is determined to be minor in nature in accordance with the provisions outlined in the Development Code.

5. Notices

All notices required by this PUD Designation shall be in writing and shall be either hand-delivered or sent by certified mail, return receipt requested, postage prepaid, as follows:

Notice to County:	Notice to Owner/Developer:
Board of County Commissioners PO Box 68 Breckenridge, CO 80424	Guest Services 112, LLC Att: General Counsel 3055 Prosperity Avenue Fairfax, VA 22031

All notices so given shall be considered delivered three (3) days after the mailing thereof. Either party, by notice so given, may change the address to which future notices shall be sent.

6. **Entire Designation**

This PUD Designation contains all provisions and requirements incumbent upon the Owner/Developer relative to the Lodge at Breckenridge Planned Unit Development, except as modified by subsequent action of the Board of County Commissioners in accordance with procedures set forth in the Development Code and the Colorado Planned Unit Development Act (CRS 24-67-106) for amending planned unit developments, and except that nothing contained herein shall be construed as waiving any requirements of the Development Code or other regulations otherwise applicable to the development of the Property.

7. **Relationship to Original PUD Designation and Previous Amendments**

To the extent the provisions of this revised PUD Designation are the same in substance to the provisions of earlier approved versions of this PUD Designation, they shall be considered as continuations thereof and not new enactments. Where provisions of this revised PUD Designation conflict with earlier approved versions of the PUD Designation, the provisions of this revised PUD Designation shall supersede and replace such provisions.

8. **Effective Date**

To be legally effective and binding, this PUD Designation must be recorded by the Summit County Clerk and Recorder. The date of such recording is referred to herein as the "Effective Date."

9. **Legality of Provisions**

In the case one or more of the provisions contained in this PUD Designation, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this PUD Designation and the application thereof shall not in any way be affect or impaired thereby.

IN WITNESS WHEREOF, the County and the Owner/Developer have executed this PUD Designation as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

/S/ JOE SANDS
Joe Sands, Chairman

ATTEST:

/S/ DORIS L. BRILL
Doris L. Brill, Clerk and Recorder

/S/ WILLIAM BENKELMAN
William Benkelman, Owner/Developer

/S/ BRIAN STILLWELL
Brian Stillwell, Owner/Developer

ATTEST:

/S/ RICHARD VAN HOUDT
Richard Van Houdt, Notary Public

APPROVAL OF AMENDMENTS

The foregoing document is the Lodge at Breckenridge Planned Unit Development (PUD) Designation as approved and signed by the Summit County Board of County Commissioners on the 21st day of December, 1990 and recorded at Reception No. 403487, and as amended by the Summit County Board of County Commissioners under the following resolutions:

Resolution No.	Reception No.	Resolution Reception Date
90-106	403486	May 15, 1991
93-39	445023	June 17, 1993
96-11	513468	April 22, 1996
97-120	549842	October 17, 1997
99-67	600157	July 12, 1999
00-60	645900	February 21, 2001
17-70	1156976	November 14, 2017

The Planned Unit Development document dated the 21st day of December, 1990 and recorded at Reception No. 403487 and revised to incorporate the amendments approved as noted above shall remain in force as revised. The foregoing document is issued as a continuation of the original document. Copies of the original Planned Unit Development Designation and the amendments noted above are available from the Summit County Clerk and Recorder.

Adopted this 26th day of September, 2017.

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

Karn Stiegelmeier, Chair
Summit County Board of County Commissioners

ATTEST:

Kathleen Neel, Clerk and Recorder

Approved as to form

Legal

GUEST SERVICES 112, LLC

Douglas Verner, Vice President, Secretary and
General Counsel of Guest Services 112, LLC

ATTEST:

EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF SMALL TRACTS SURVEY TRACT No. 1028, SECTION 6, TOWNSHIP 7 SOUTH, RANGE 77 WEST OF THE 6th PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE 1-4 LINE OF THE BADGER LODE U.S.M.S. 7569 WHENCE CORNER 4 OF THE SILVER DICK LODE U.S.M.S. 7832 BEARS N 40°37'05" W, 522.28 FEET DISTANT; THENCE S 28°40'12" W, 277.07 FEET ON THE 1-2 LINE OF THE AUTOCRAT LODE U.S.M.S. 370; THENCE N 61°19'48" W, 36.09 FEET; THENCE 19.35 FEET ON THE ARC OF A CURVE TO THE LEFT WITH AN INTERIOR ANGLE OF 07°42'35", A RADIUS OF 143.80 FEET AND A CHORD WHICH BEARS N 32°50'22" E, 19.34 FEET DISTANT; THENCE N 28°59'05" E, 207.94 FEET; THENCE 73.26 FEET ON THE ARC OF A CURVE TO THE RIGHT WITH AN INTERIOR ANGLE OF 08°50'13", A RADIUS OF 475.00 FEET AND A CHORD WHICH BEARS N 33°24'11" E, 73.19 FEET TO A POINT ON SAID 1-4 LINE OF THE BADGER LODE; THENCE S 21°19'15' E, 35.91 FEET ON SAID 1-4 LINE TO THE POINT OF BEGINNING CONTAINING 9,750 SQUARE FEET OR 0.224 ACRES, MORE OR LESS.

ALSO:

LOTS 23 AND 25 TYROLLEAN TERRACE FILING No. 2, A SUBDIVISION AS RECORDED AT RECEPTION No. 96901 IN THE RECORDS OF THE SUMMIT COUNTY, COLORADO CLERK AND RECORDER, SAID LOTS CONTAIN 40,052 SQUARE FEET OR 0.920 ACRES, MORE OR LESS.

EXHIBIT B

THE LODGE AT BRECKENRIDGE PLANNED UNIT DEVELOPMENT

CONCEPTUAL DEVELOPMENT PLAN

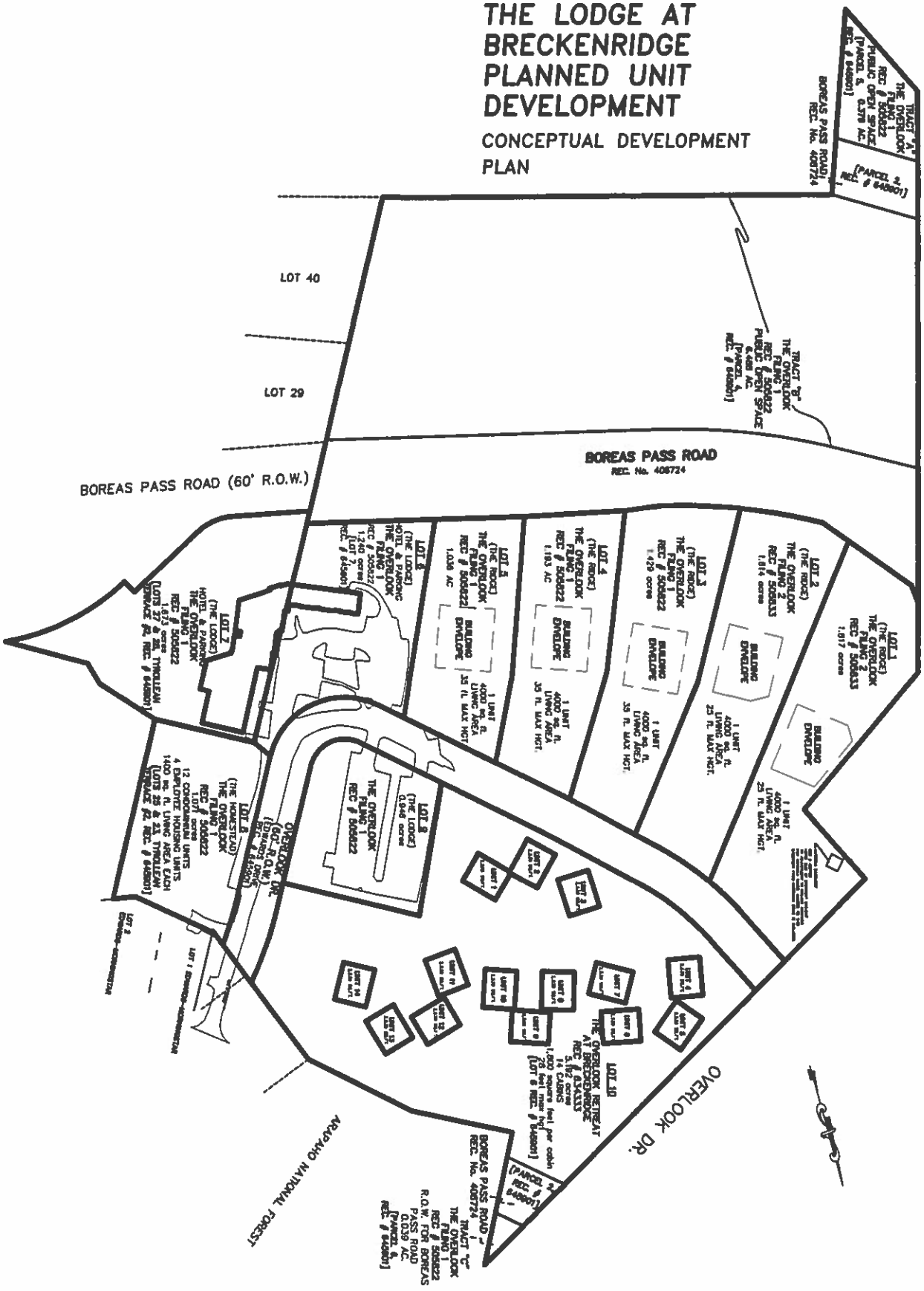


EXHIBIT C

ADDITIONAL WATER SERVICE AGREEMENT

THIS ADDITIONAL WATER SERVICE AGREEMENT ("Agreement") is made and entered into at Breckenridge, Summit County, Colorado, the 18TH day of MARCH, 1993, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town") and BRECKENRIDGE SPA CORPORATION, a Colorado corporation ("Owner").

WITNESSETH:

WHEREAS, the Town is a home rule municipality organized and existing pursuant to Article XX, Section 6 of the Colorado Constitution, and is empowered to sell treated, domestic water to persons residing outside the corporate limits of the Town; and

WHEREAS, Owner is the owner of the hereafter described real property which is located outside the corporate limits of the Town; and

WHEREAS, Owner currently purchases treated, domestic water from the Town; and

WHEREAS, Owner desire to purchase additional treated, domestic water from the Town for use at the hereafter described real property; and

WHEREAS, the Town has agreed to sell additional treated, domestic water to Owner for use at the hereafter described real property, and Owner has agreed to purchase such additional water from the Town, all in accordance with, and subject to the terms, conditions, provisions and limitations of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties agree as follows:

1. Town Authority. This Agreement is made pursuant to provisions of Chapter 3 of Title 12 of the Town Code Of Breckenridge which authorizes the Town to enter into contracts to sell and deliver treated, domestic water to water users located outside the corporate limits of the Town.

2. Additional Water Service. Subject to the terms of this Agreement, Town agrees to provide Owner with additional treated, domestic water as follows:

A. Up to 11 Single Family Equivalents (SFEs) for use at Owner's real property described as follows:

See the attached Exhibit "A", which is incorporated herein by reference.

1993 MAR 26 A 8 37
SUMMIT COUNTY RECORDER
DORIS L. BRILL
440286

Such parcel is hereby known as the "25 Acre Parcel."

B. Up to 12 Single Family Equivalents (SFEs) for use at Lots 23 and 25, Tryollean Terrace -- Filing No. 2, according to the plat thereof filed September 18, 1962 under Reception No. 96091 of the records of Summit County Colorado. Such parcels are hereafter collectively known as "Lots 23 and 25" or individually by Lot number.

The 25 Acre Parcel and Lots 23 and 25 are hereafter collectively known as "Owner's Property."

3. Owner Subject To Town Ordinances, Rules And Regulations. The Owner shall at all times be bound by all rules, regulations, rates, ordinances, resolutions and other laws relating to the Town's water system which are in force and effect at the time of the execution of this Agreement, as well as any future amendments, modifications or additions thereto, including, without limitation, municipal laws or regulations pertaining to the Town's water system first adopted after the date of this Agreement. The provisions of this Agreement shall apply to both the additional service provided to Owner pursuant to this Agreement, as well as to such other water service as has been provided by Town to Owner without the benefit of a written contract between the parties.

4. Plant Investment Fee. For each SFE of water provided to Owner pursuant to this Agreement Owner shall pay to Town a Plat Investment Fee (PIF) which is twice the in-Town PIF rate. Such PIFs shall be paid at the time of the issuance of a building permit for the construction of improvements upon the real property to be served by such water. The amount of the PIFs paid to Town shall be determined by the Town ordinances which are in effect at the time that such PIFs are due under this Agreement, which amount is anticipated to be not less than the Town's current PIF rate of $2,775.00 per SFE. All PIF payments are non-refundable once paid.

5. Connection/Inspection Fee. It is anticipated that the existing water tap serving Owner's Property is adequate to allow for the delivery of the water to be provided to Owner pursuant to this Agreement. Therefore, there shall be no connection fee required to Owner. If the existing tap is inadequate, Owner shall pay a connection fee in the amount required of Out-Of-Town water users by the Town's ordinances. Owner shall pay for such inspection fees as shall be customarily charged by the Town (currently $45.00).

6. Owner's Responsibility. Owner shall pay all costs associated with the construction of the water distribution lines and appurtenances within and on Owner's Property.

7. Readiness To Service Charge. Commencing eighteen (18) months after the payment of a PIF, if the SFE for which the PIF has been paid has not been put into service, Owner shall pay to Town a monthly readiness to service charge for such SFE in an amount equal to one and one-half (1 1/2) times the normal readiness to service charge per SFE applicable to in-Town water users.

8. Service Fees. Owner shall pay to Town each month fees for water delivered by Town to Owner's Property, which monthly fees shall initially be calculated as follows:

a. Base Water User Fee. The base monthly water user fee per SFE shall be one and one-half times the in-Town rate established by Town ordinance for the first 8000 gallons of water delivered to Owner by Town.

b. Excess Water Use Fee. In addition to the monthly base water user fee, Owner shall pay a monthly excess use fee of one and one-half times the in-Town rate established by Town ordinance for each 1000 gallons of water delivered to Owner's Property each month in excess of 8000 gallons.

The Owner specifically understands and agrees that the schedule of water use charges in existence at the time of the execution of this Agreement may be amended from time to time by the Town by adoption of resolutions, ordinances, rules and regulations. Owner hereby agrees to be bound by such charges as Town may, from time to time, adopt both as to the additional water to be sold to Owner pursuant to this Agreement, as well as such other water has been sold by Town to Owner without the benefit of a written contract between the parties.

9. Compliance With Conditions Concerning Development. It shall be a condition precedent to the Town's initial obligation to provide water service under this Agreement, and to the Town's obligation to continue to provide water service to Owner under this Agreement, that Owner shall fully and in good faith comply with each of the requirements pertaining to the construction of improvements on both the 25 Acre Parcel and Lots 23 and 25 which are described on the attached Exhibit "B", which is incorporated herein by reference. Owner's failure to comply with the requirements of this Paragraph 9 shall constitute a default entitling Town to exercise the remedies provided in Paragraph 23 of this Agreement.

10. Collection Procedures. Owner understands and agrees that Town shall have the right to collect all fees and charges due to Town for water provided to Owner pursuant to this Agreement, as well as such other water service as has been provided by Town to

Owner without the benefit of a written contract between the parties, including monthly fees, in the same manner as may be provided from time to time for the collection of unpaid in-Town water fees and charges. Such procedures may include interest on unpaid fees and charges, and the right of the Town to secure such unpaid fees and charges by a lien upon Owner's Property.

11. Other Charges. The payment of the fees and charges imposed by this Agreement shall not relieve the Owner from the payment of any other fees, charges or taxes hereinafter imposed by Town ordinance or resolution, it being the intent of the Town that all fees, charges and taxes shall be cumulative, except where otherwise specifically provided.

12. Maintenance. Maintenance of all main lines, trunk lines, and the water distribution network up to and including the underground shut off valve shall be the responsibility of the Town. Maintenance of the service line from the underground shut off valve to any improvements upon Owner's Property shall be the responsibility of the Owner.

13. Ownership Of Water Installation. Once installed, inspected and accepted by the Town, the water supply system shall, upon demand, and without additional consideration, execute ad deliver to Town an easement(s), in a form acceptable to the Town Attorney, granting Town perpetual legal authority to construct, install, enlarge, maintain, repair and replace the portion of Town's water system which crosses Owner's Property.

15. Water Supply And Curtailment.

A. Owner and Town recognize that the water supply for the Town is dependant upon sources which are beyond the control of the Town and, therefore, no liability shall attach to the Town hereunder, and Town shall not be liable to Owner for damages, on account of any failure to supply water.

B. Recognizing the above limitations, the Town shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to the Owner and to avoid any shortage or interruption of delivery thereof. The Owner agrees, however, that water service may be suspended, restricted or permanently terminated when, in the determination of the Town, it becomes necessary or desirable to do so in order to adequately provide water for the needs of the users within the corporation limits of the Town.

16. Water Rights. Owner agrees that at the time of execution of this Agreement Owner shall offer for sale to the Town, at their fair market value, all water and ditch rights appurtenant to or used upon Owner's Property, if any.

17. Water Conservation And Water Meters. Owner agrees that from and after the date of this Agreement. Owner shall cooperate with the Town to prevent the waste of water, and in conjunction therewith, specifically agrees to install, at Owner's sole cost and expense, such water conservation devices as the Town from time to time may reasonably require by ordinance, resolution or specific request to the Owner. Without limiting the generality of the foregoing sentence, Owner shall install, at Owner's sole expense, a master water meter and appurtenances in order that the amount of water delivered to Owner's Property may be properly metered. Such meter and appurtenances shall be installed in accordance with applicable specifications which have been provided to Owner, and which are incorporated herein by reference. Once properly installed, the master water meter shall be maintained by the Town.

18. Prohibition On Further Extension Of Water Service. The water service sold pursuant to this Agreement is intended solely for use by Owner on Owner's above described real property and Owner is absolutely prohibited from extending or permitting extension of water service to another property.

19. Pressure On Further Extension Of Water Service. Owner agrees to install a pressure reducing valve acceptable to the Town prior to receiving water service and Owner specifically agrees that the Town shall not be liable for damages by reason of the pressure of the water furnished by the Town.

20. Sewer Service Connection. Prior to receipt of water service from the Town, Owner shall connect the property to the Breckenridge Sanitation District or other governmental or quasi-governmental entity authorized to provide sanitary sewer service upon such terms and conditions as shall be determined by the sewer service provider in conformance with their rules and regulations.

21. Annexation. For so long as Owner continues to receive water service from the Town, Owner agrees as follows:

A. Owner shall not annex Owner's Property to any governmental unit other than the Town, and shall not promote or agree to promote, form, organize or participate directly or indirectly in the promotion, formation or organization of any municipal corporation, quasi-municipal corporation, special district or other governmental unit of whatever type, designation or form without the express written consent of the Town.

B. Owner shall join in a valid annexation petition, petitioning for the annexation of Owner's Property to the Town, when directed to do so by the Town at any time when the Town determines Owner's Property has become eligible for annexation under the provisions of present or future laws of the State of Colorado. Owner shall further do all things requested by Town to further the annexation of Owner's Property to the Town.

23. Termination. This Agreement may be terminated without liability upon the following conditions:

A. For non-payment of the monthly fees and charges due to Town hereunder. Termination for such non-payment shall be done in accordance with the Town's rules, regulations and ordinances.

B. Upon the written consent of Owner and Town.

C. Upon Owner's breach of any of the terms, conditions, covenants or agreements of this Agreement, other than non-payment of fees and charges due to Town. Termination for such non-compliance may not occur until Town has provided Owner with written notice specifying such non-compliance and Owner has failed or refused to remedy such non-compliance within thirty (30) days following the mailing of such notice to Owner at the property address.

D. Upon Town's unilateral determination that termination is required pursuant to the provisions of Paragraph 15(B) of this Agreement.

E. Upon the acquisition of legal title to Owner's Property by any person other than Owner.

Notice of termination of this Agreement shall be given by Town to Owner by certified mail, return receipt requested, addressed to Owner's address as shown in Town's records.

24. No Duty For Town To Provide Additional Water. It is agreed that the 11 SFEs of water to be provided to Owner for use on the 25 Acre Parcel shall come from the SFEs of water previously anticipated to be used in connection with the development of Lots 23 and 25. It is further agreed that as a result of the Town's providing water for the development of the 25 Acre Parcel as provided in this Agreement, Town shall not be required to provide more than 12 SFEs of water required by this Agreement in connection with the development of Lots 23 and 25; provided, however, Town may sell to Owner additional water for the development of employee housing on Lots 23 and 25 as provided in Paragraph 25 of this Agreement. It is additionally agreed that the Town's providing the 23 SFEs of water as provided for in this Agreement shall fully satisfy and discharge any obligation Town may have, or may have previously had, to provide water for use in connection with the development and occupancy of the 25 Acre Parcel and Lots 23 and 25. Notwithstanding any obligation which the Town may have in connection with the dissolution of the Tyrollean Terrace Water District in Case No. 2236 in the Summit County, Colorado, District Court, Town shall have no future obligation whatsoever to provide water in connection with the development or occupancy of the 25 Acre Parcel and either Lot 23 or Lot 25 over and above the sale of the water as provided in this Agreement. In addition to those

parties described in Paragraph 32 of this Agreement, the provisions of this Agreement shall be binding upon all subsequent owners of the 25 Acre Parcel and Lots 23 and 25.

25. Sale Of Additional Water For Service Development Of Lots 23 and 25. Town agrees to provide to Owner an additional 5.0 SFEs of water service (over and above the 23 SFEs described in Paragraph 2 of this Agreement) if, and only if, such additional SFEs shall be used to provide employee housing on Lots 23 and 25. As used in this Paragraph 25, the term "employee housing" shall mean that the subject units shall be used only for the purpose of providing housing to persons employed in Summit County either seasonally or on a year-round basis, and shall not be used for housing persons vacationing in the area or persons who require housing for less than six (6) months and who are not employed within Summit County during their term of residency in such unit. As a condition precedent to Town's obligation to provide the additional water service for the development of employee housing on Lots 23 and 25 as provided in this Paragraph 23, Owner shall cause to be recorded with the Clerk and Recorder of Summit County a restrictive covenant, in form and substance acceptable to the Town, providing that the employee housing units constructed upon Lots 23 and 25 shall only be used as provided in this Paragraph 25. The restrictive covenant shall not be subordinate to any lien or encumbrance, except the lien of the general property taxes. As to any additional water sold by the Town for the development of employee housing on Lots 23 and 25, all of the provisions of this Agreement shall apply, including, without limitation, the obligation of the Owner to pay PIFs as provided in Paragraph 4.

26. Recording. This Agreement shall be recorded in the land records of the Clerk and Recorder of Summit County, Colorado.

27. Non-Assignability. This Agreement may not be assigned by Owner without the prior written consent of the Town.

28. No Exclusive Right. Nothing contained herein shall be construed as a grant by the Town of any exclusive right or privilege to Owner.

29. Additional Instrument. The parties to this Agreement shall deliver or caused to be delivered upon request such additional documents and instruments as may be required to accomplish the intent of this Agreement.

30. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties and supersedes any prior Agreement or understanding relating to the subject matter of this Agreement.

31. Copies. This Agreement may be executed simultaneously in two or more copies, each of which shall be considered an original

for all purposes, and all of which together shall constitute but one and same instrument.

32. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

33. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, successors, assigns, legal representatives, and personal representatives.

34. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

(AFFIX TOWN SEAL HERE)

By _____
Gary Martinez, Town Manager

ATTEST:

_____
Mary Jean Loufek,
Town Clerk

OWNER:

(AFFIX CORPORATE SEAL HERE)

SEAL

BRECKENRIDGE SPA CORPORATION, a Colorado corporation

By _____
President

_____
Its Secretary

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledge before me this 19TH day of MARCH, 1993, by Gary Martinez, Town Manager, and Mary Jean Lourek, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: August 15, 1996.

Patricia A. Butler
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledge before me this 18th day of March, 1993, by Brian Stillwell, as President, and Richard Van Houdt, as Secretary, of Breckenridge Spa Corporation, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: September 1, 1996.

ROBERT H. S. FRENCH
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Sept. 1, 1996

Notary Public

THE CLIFFSIDE EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF SMALL TRACTS SURVEY TRACT No. 1028, SECTION 6, TOWNSHIP 7 SOUTH, RANGE 77 WEST OF THE 6th PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER 2 OF THE SUNBEAM No. 1 LODE U.S.M.S. 17885; THENCE N 26°10'45" W, 133.59 FEET ON THE 1-2 LINE OF SAID LODE CLAIM TO A POINT OF INTERSECTION WITH THE 1-2 LINE OF THE OCEAN WAVE LODE U.S.M.S. 7832; THENCE N 60°10'22" E, 167.28 FEET ON SAID 1-2 LINE; THENCE S 26°25'43" E, 98.86 FEET; THENCE 147.06 FEET ON THE ARC OF A CURVE TO THE LEFT, WITH AN INTERIOR ANGLE OF 19°49'34", A RADIUS OF 425.00 FEET AND A CHORD THAT BEARS S 36°20'30" E, 146.33 FEET DISTANT; THENCE S 46°15'17" E, 116.48 FEET; THENCE 78.95 FEET ON THE ARC OF A CURVE TO THE LEFT, WITH AN INTERIOR ANGLE OF 02°14'02", A RADIUS OF 2025.00 FEET AND A CHORD THAT BEARS S 47°22'18" E, 78.95 FEET DISTANT; THENCE S 48°29'19" E, 216.65 FEET; THENCE S 24°07'38" W, 290.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF BOREAS PASS ROAD, SUMMIT COUNTY ROAD No. 10; THENCE FOR THE FOLLOWING FIVE COURSES ON SAID RIGHT-OF-WAY:

1.) N 76°15'45" W, 239.42 FEET;
2.) N 82°41'21" W, 89.35 FEET;
3.) 236.20 FEET ON THE ARC OF A CURVE TO THE RIGHT, WITH AN INTERIOR ANGLE OF 15°49'41", A RADIUS OF 855.00 FEET AND A CHORD THAT BEARS N 68°20'56" W, 235.45 FEET DISTANT;
4.) N 39°30'08" W, 156.66 FEET;
5.) N 04°56'57" W 28.06 FEET TO A POINT ON THE 3-4 LINE OF SAID SUNBEAM No. 1 LODE;

THENCE N 15°36'03" E, 99.96 FEET ON SAID 3-4 LINE TO CORNER 3 OF SAID SUNBEAM No. 1 LODE; THENCE N 55°33'33" E, 257.76 FEET ON THE 2-3 LINE OF SAID SUNBEAM No. 1 LODE TO CORNER 2 OF SAID LODE CLAIM, THE POINT OF BEGINNING, CONTAINING 308,521 SQUARE FEET OR 7.083 ACRES, MORE OR LESS.

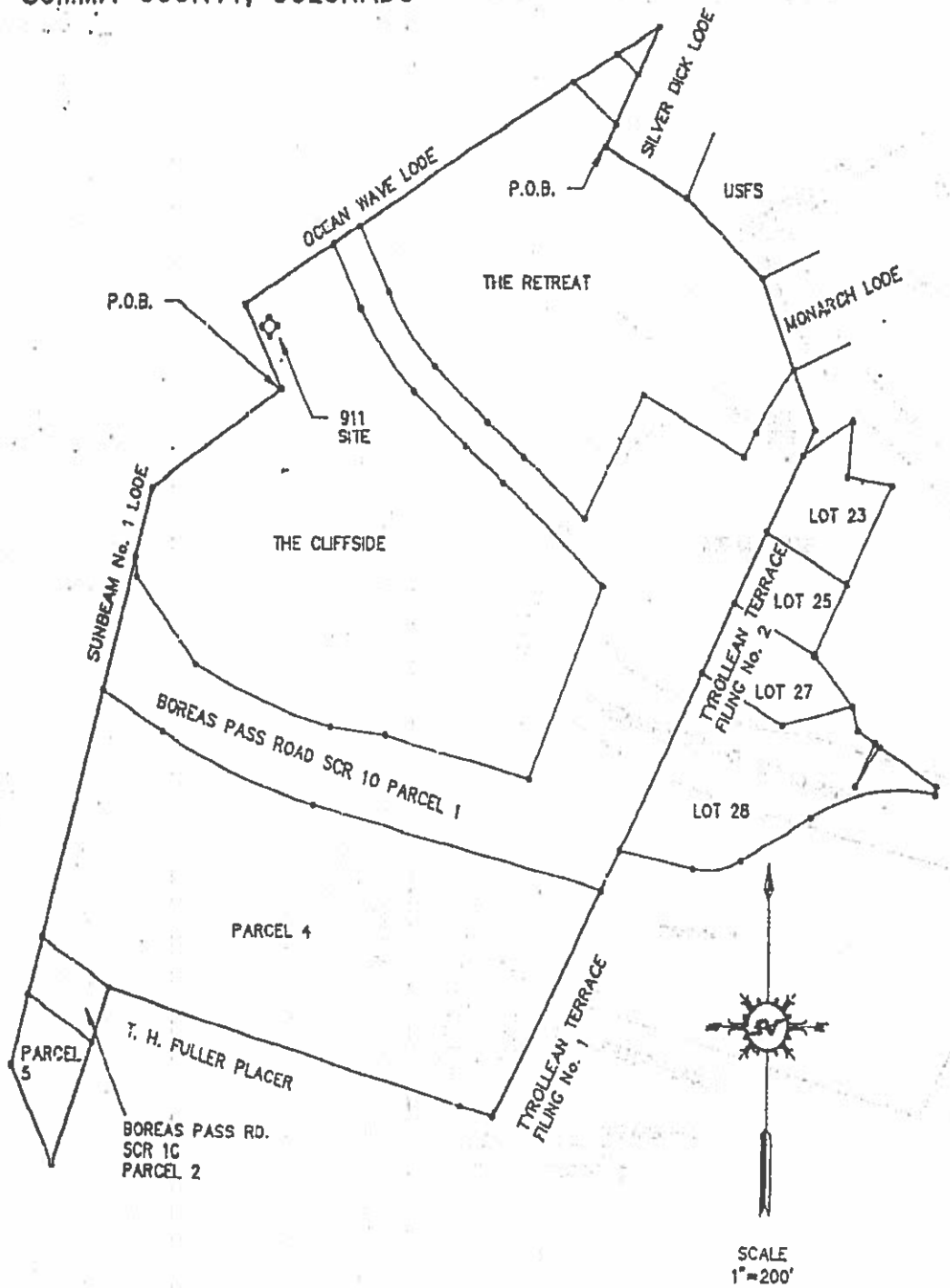
THE RETREAT

A PARCEL OF LAND BEING A PORTION OF SMALL TRACTS SURVEY TRACT No. 1028, SECTION 6, TOWNSHIP 7 SOUTH, RANGE 77 WEST OF THE 6th PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER 4 OF THE SILVER DICK LODE U.S.M.S. 7832; THENCE S 62°30'25" E, 150.08 FEET TO CORNER 3 OF SAID LODE CLAIM; THENCE S 47°42'53" E, 165.96 FEET TO CORNER 5 OF THE MONARCH LODE U.S.M.S. 7569; THENCE S 21°19'15" E, 138.13 FEET; THENCE 110.37 FEET ON THE ARC OF A CURVE TO THE LEFT WITH AN INTERIOR ANGLE OF 12°02'43', A RADIUS OF 525.00 FEET AND A CHORD WHICH BEARS S 35°00'26" W, 110.17 FEET DISTANT; THENCE S 28°59'04" W, 40.93 FEET; THENCE N 61°00'55" W, 188.73 FEET; THENCE S 28°59'05" W, 205.00 FEET; THENCE N 48°29'19' W, 131.57 FEET; THENCE 77.00 FEET ON THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 1975.00 FEET AND A CHORD WHICH BEARS N 47°22'18' W, 77.00 FEET DISTANT; THENCE N 46°15'17' W, 116.48 FEET; THENCE 129.76 FEET ON THE ARC OF A CURVE TO THE RIGHT WITH AN INTERIOR ANGLE OF 19°49'34", A RADIUS OF 375.00 FEET AND A CHORD WHICH BEARS N 36°20'30" W, 129.12 FEET DISTANT; THENCE N 26°25'43" W, 101.82 FEET TO A POINT ON THE 1-2 LINE OF THE OCEAN WAVE LODE U.S.M.S. 7832; THENCE N 60°10'22" E, 403.61 FEET ON SAID 1-2 LINE; THENCE S 48°56'29" E, 91.58 FEET TO A POINT OF INTERSECTION WITH THE 1-4 LINE OF SAID SILVER DICK LODE; THENCE S 27°27'36" W, 36.22 FEET ON SAID 1-4 LINE TO THE POINT OF BEGINNING, CONTAINING 233,075 SQUARE FEET OR 5.351 ACRES, MORE OR LESS.

JOB #1464
BASELINE SURVEYS INC. P.O. BOX 7578 BRECKENRIDGE, CO 80424

EXHIBIT "A"
TRACT No. 1028
SECTION 6, T 7 S, R 77 W OF THE 6th P.M.
SUMMIT COUNTY, COLORADO



BASELINE SURVEYS INC. P.O. BOX 7578 BRECKENRIDGE, CO 80424

JOB #1464

EXHIBIT "B"

TO ADDITIONAL WATER SERVICE AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE AND BRECKENRIDGE SPA CORPORATION

Prior to any site specific development of the real property shown on the attached Exhibit B-1 (which is incorporated herein by reference(("Property"), including, but not limited to, any site work or tree clearing, the Owner shall obtain approval for such development activity from the Town of Breckenridge Department of Community Development in accordance with the following standards and requirements:

1. All structures on Lots 1 through 5 shall occur within the building envelopes as shown on Exhibit B-1.

2. No improvement on Lots 1 and 2 shall exceed 25 feet in height.

3. No improvements on Lots 3, 4 and 5 shall exceed 35 feet in height.

4. The term "height" shall be defined as provided by the version of the Uniform Building Code in effect in the Town of Breckenridge at the time the proposed development is reviewed by the Town, or, if the Uniform Building Code is not in effect at such time within the Town, then the term "height" shall be defined as provided in the Town's building or equivalent code then in effect.

5. No improvement on any Lot shall exceed 4,000 square feet of living area. "Living area" means all area within the house or dwelling which contains head room of five feet or greater, whether finished or not, but excludes garage space.

6. Exterior material for all improvements on the Property shall be made of wood and shall be stained a natural color. Accent materials, such as stucco, shall be stained or painted subdued colors and the use of the color white on any improvement shall be kept to a minimum.

7. Lighting shall be minimized on the westerly and southerly faces of the improvements and shall be the minimum required by applicable building codes. Lighting fixtures shall have light bulbs which are screened and have a maximum wattage of not more than 100 watts.

8. Roof materials of all improvements shall be shake or asphalt shingles.

9. Trees shall be retained on the southerly and westerly sides of the improvements in order to maintain screening of the development; provided that some tree cutting will be allowed to improve views from the improvements. Such selective tree cutting shall be kept to a minimum and shall not subsequently compromise the tree screening of the improvements. Adequate tree cutting standards shall be established in protective covenants applicable to the Property established by the Owner. Trees shall not be cut after construction of the improvements without the Town's prior written permission.

10. Tree planting shall be carried out in locations in the southerly and westerly portions of the Property in order to increase the tree screening of the improvements and to revegetate areas disturbed by construction. Each site plat for development shall include an adequate revegtation plan which includes tree replanting.

11. The Owner and any subsequent owner of the Property shall cooperate with the Town Staff in reducing the visibility of any of the improvements constructed on the Property to the greatest extent possible.

12. The provisions of this Agreement shall run with the land and shall be binding upon all subsequent owners of the Property.

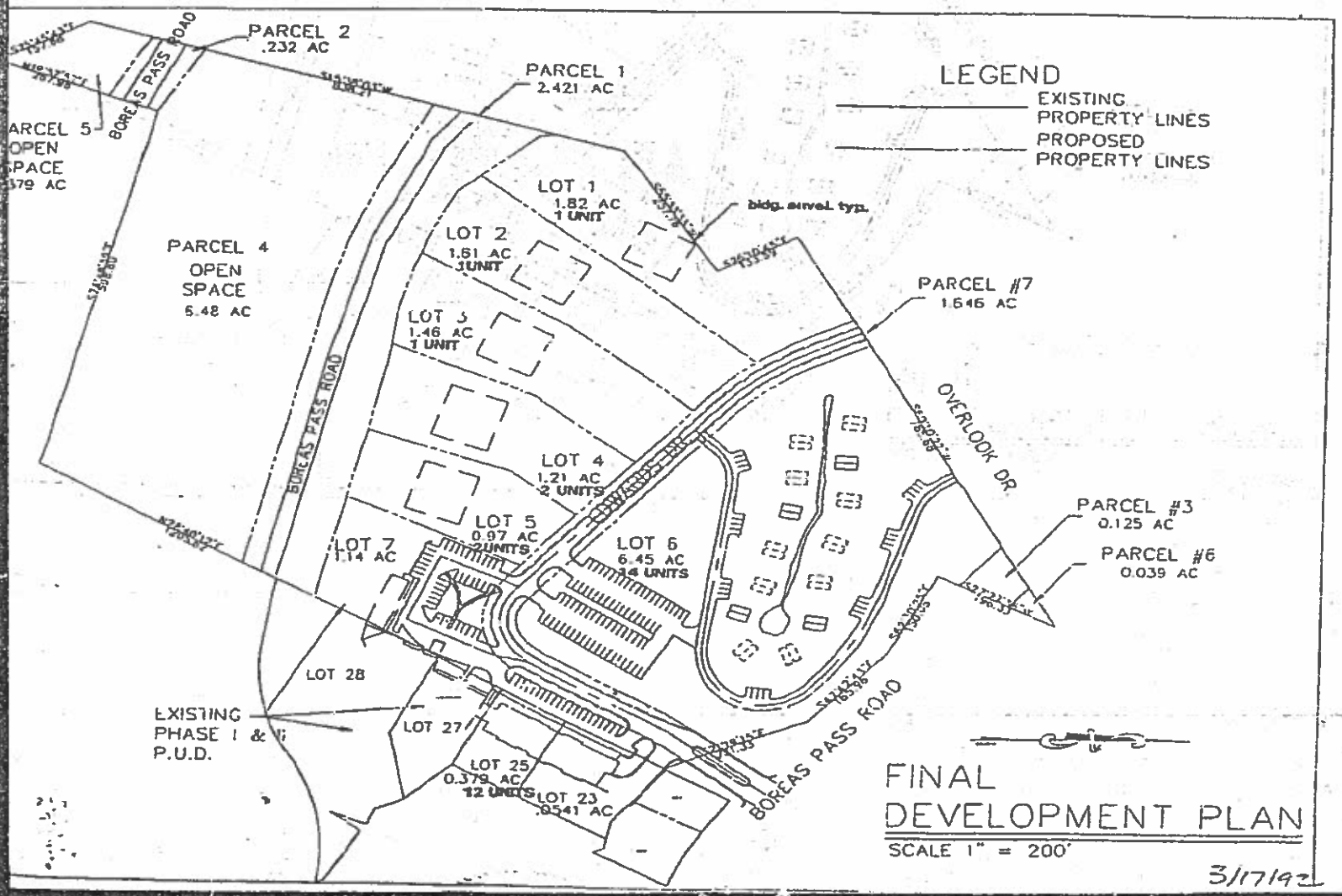

LEGEND
EXISTING PROPERTY LINES
PROPOSED PROPERTY LINES
PARCEL 2
.232 AC
PARCEL 1
2.421 AC
PARCEL 5
OPEN
SPACE
.379 AC
BOREAS PASS ROAD
PARCEL 4
OPEN
SPACE
6.48 AC
LOT 1
1.82 AC
1 UNIT
bldg. envel. typ.
LOT 2
1.61 AC
1 UNIT
LOT 3
1.46 AC
1 UNIT
LOT 4
1.21 AC
2 UNITS
LOT 5
0.97 AC
2 UNITS
LOT 6
6.45 AC
14 UNITS
LOT 7
1.14 AC
PARCEL #7
1.646 AC
OVERLOOK DR.
PARCEL #3
0.125 AC
PARCEL #6
0.039 AC
LOT 28
LOT 27
EXISTING
PHASE I & II
P.U.D.
LOT 25
0.379 AC
12 UNITS
LOT 23
.0541 AC
BOREAS PASS ROAD
FINAL
DEVELOPMENT PLAN
SCALE 1" = 200'
3/17/92

EXHIBIT B-1

EXHIBIT D

Tree Condition Report
The Lodge at Breckenridge

Prepared by: Rick Herwehe
5/27/2017
Ceres Plus
P.O. 2134
Eagle, CO 81637

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I. Summary

After assessing the tree and ground cover conditions for the Lodge at Breckenridge (Lots 6, 7, 8 and 9, The Overlook Filing #1), the primary tree management concerns for the Lodge are improving tree health, maintaining and/or improving the aesthetic quality of the trees, and reducing tree/building conflicts.

Improving tree health, maintaining and/or improving the aesthetic value, and reducing (future) hazard trees will be accomplished by removing standing and down dead trees around the parking lot. Removing down dead and some of the standing poor quality lodgepole pine trees around the parking lot will reduce competition and improve health and aesthetics. Several of the aspen and spruce trees planted around the building have grown and matured and are now encroaching on the building. The trees do not have much effect on wildfire risk, but are causing conflict with the roof and siding. These trees should be pruned or removed to mitigate the tree/building conflicts.

II. Introduction

On May 8, 2017 Ceres Plus was contacted about preparing a Tree Condition Report for the proposed Lodge at Breckenridge interior remodel. It was requested that the tree and site conditions be assessed, and that Ceres Plus provide recommendations for improving the forest health, determine wildfire risk, and making any applicable recommendations in this regard.

III. Objective

The primary goal of this Tree Condition Report is to provide the owners, planners, architects, and contractors with management guidelines and implementation direction for the Lodge at Breckenridge.

This document presents a comprehensive plan that addresses management concerns and objectives determined by the owners, their representatives and the Summit County Development Code. The tree condition guidelines to be addressed in this document are:

1. Reduce wildfire risk for the existing structure;
2. Enhance tree health and vigor;
3. Mitigate hazard trees;

4. Maintain or enhance the aesthetic quality of the entire site; and
5. Reduce tree/building conflicts

IV. General Description and Discussion

The Lodge at Breckenridge is located at 112 Overlook Drive, approximately two miles east of downtown Breckenridge near the intersection of Overlook Drive and Baldy Road. The existing Lodge is located on Lots 6 and 7, The Overlook Filing #1, and the large parking lot is located across the street on Lot 9, The Overlook Filing #1. The Lodge was originally constructed in 1968 and has been remodeled over the years into its current configuration.

V. History and Proposed Development

The proposed remodel at the Lodge is restricted to the building interior. The proposed plan includes repurposing some underused interior recreational space into 14 guest units and 4 employee housing units. Exterior impacts will include minor grading for the addition of egress windows for the employee housing units, and egress windows for the new lodging rooms. Minor regrading and enhancement to the parking lots are planned.

History

Identifying all past uses and management practices on the property is difficult, if not impossible, but some clues do exist. During the gold rush days, the area around Boreas Pass Road and Baldy Road contained several mining claims. Test pits and remnants of hydraulic mining are common in the area.

The following information was provided by the owners: The Lodge was originally built in 1968 and contains 45 lodging rooms, a restaurant/bar and public recreational areas. It has provided lodging and recreational facilities open to guests and residents of the County under various names such as the Aristocrat Inn, the Overlook Center, and the Breckenridge Spa.

Climate

The climate at the Lodge at Breckenridge is typical of the Colorado Mountains, with cold snowy winters and cool, relatively dry summers. The average annual air temperature is about 34 degrees Fahrenheit. Annual precipitation in Summit County averages 20-24 inches with the

bulk falling as snow in the winter months. The frost-free season ranges from 30 to 40 days in most of the area.

VI. Soils

Soils on the Lodge site are typical for the area. Most of the forested area have shallow soil with a thin layer of duff covering a few inches of humus. The landscaped areas have compacted soils with imported top soil and other organics.

VII. Forest Cover

The area supports three forest cover conditions: 1) The landscaped area around the front of the building; 2) The native strip on the east side of the parking lot; and 3) The disturbed area on the back side of the building that supports native vegetation.

VIII. *Fuels/Wildfire Risk*

Ground cover and surface fuels are made up of duff, litter and sparse low grasses. Native Lodgepole pine, transplanted spruce and a combination of native and transplanted aspen trees make up the over story vegetation. The wildfire risk rating for this area is "Low." If a wildfire were to ignite it would most likely be a surface. The Colorado Wildfire Risk Assessment Report gives this area a "Least Difficult" rating for suppression difficulty.

IX Discussion

Overall, the condition of the mature native lodgepole pine on the property is "fair" to "poor." Many of the lodgepole pine trees are affected by low crown ratio, suppression, dwarf mistletoe and/or wind damage.

Many of the lodgepole pines are infected with dwarf mistletoe, a plant parasite that robs the tree of much needed water and nutrients. In late stages of dwarf mistletoe infection, the tree crown will appear clumpy but the top will be thin and eventually die. Occasionally dwarf mistletoe will kill the tree but more often, the tree is overcome by a secondary pest such as ips (Ips pine) or mountain pine beetle. Dwarf mistletoe is prevalent throughout Summit County and not much can be done beyond cutting off the branches infected by the parasite or removing the tree.

The spruce and aspen trees are in "good" to "fair" health and condition.

All spruce trees on the site are transplants. Most are near the building or parking lots. Generally, they are in "good" to "very good" health. The only concern is a few have outgrown their space and are creating conflicts with the building.

The aspen trees on the site are mostly transplanted except a few behind the building. Overall the transplanted aspen trees are in "good" to "very good" condition. Small amounts of cytospora canker are present but most is minor. Cytospora is a fungal disease that expresses itself as an orange/pinkish tinge on the bark or a dark orange ooze running down the bark from wounds to the bark. This disease is not a particularly aggressive pathogen but can cause mortality in stressed and weakened trees.

X. Recommendations

To meet the tree management objectives, I recommend:

1. Remove standing dead or down dead trees around the parking lot.

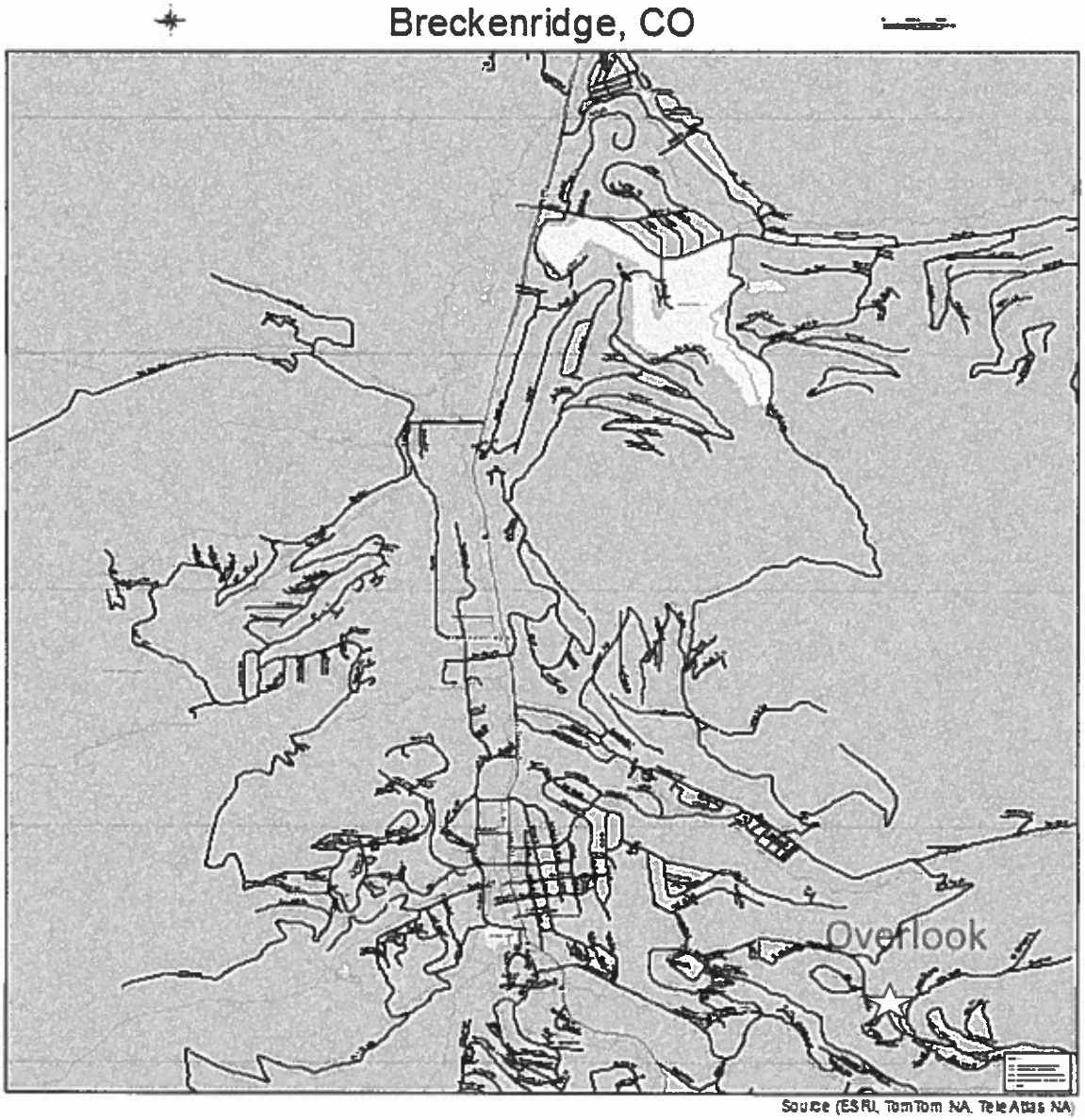
2. Thin the trees between the parking lot and Overlook Drive (Identified in yellow on Treatment Map.)

3. Prune and/or remove trees creating building conflicts (Identified in Red on Treatment Map.)

4. Inspect trees annually to monitor for insect, disease or other health concerns.

Ceres
LANDCARE

Vicinity Map



Source (ESRI, TomTom NA, TeleAtlas NA)

LAND DESIGNS BY ELLISON | A CUT ABOVE LANDCARE
P.O. BOX 2134, EAGLE, CO 81631 | T 970.328.6080 | F 970.328.6084 | INFO@LDBYE.COM

LAND DESIGNS BY ELLISON | A CUT ABOVE LANDCARE
P.O. BOX 2134, EAGLE, CO 81631 | T 970.328.6080 | F 970.328.6084 | INFO@LDBYE.COM

Curriculum Vitae

Fredrick M Herwehe

P.O. Box 7133, Breckenridge, CO 80424

Tel: (970) 453-9154

Email: rh@acutaboveforestry.com

EMPLOYMENT	Ceres Plus Ceres Landcare, LLC./ A Cut Above Forestry est. 1983. Owner/Arborist (1983-Present)
EDUCATION	Colorado State University B.S. Forestry with Specialization in Fire Science 5/80 American Society of Consulting Arborists College 2006
CERTIFICATIONS,LICENSES & AFFILIATIONS	International Society of Arborist Board Certified Master Arborist BCMA-2195 (2015-Present)

Certified Arborist RM-2195 (1998 -2015)

Tree Risk Assessment Qualified (2014)

PUBLICATIONS

Commercial Applicator Endorsement (1980-93, 2007-Present)

Member American Society of Consulting Arborists (2004-present)

Additional Qualifications

Town of Dillon Colorado Forest Management Plan (2009)

Wildfire /// Quandry Times

Rick Herwehe, the founder of A Cut Above Forestry, Inc /Ceres Plus has worked in the tree care industry since 1978. He has a Bachelor's Degree in Forest Management with a concentration in Forest Fire Science from Colorado State University. He is an International Society of Arboriculture Certified Arborist and a Member of the American Society of Consulting Arborists. A Cut Above Forestry is a member of the Tree Care Industries Association.

Rick has prepared and directed the implementation of wildfire mitigation, vegetation management plans and direct control mountain pine beetle efforts for several homeowners associations and developers including The Towns of Vail Breckenridge, Dillon, Vail Resorts and Intrawest, The Squaw Creek Metro District, Highlands at Breckenridge H.O.A., and the Summit County Open Space. Rick has also worked with the Colorado State Forest Service to prepare Forest Stewardship and Forest Agricultural Plans.