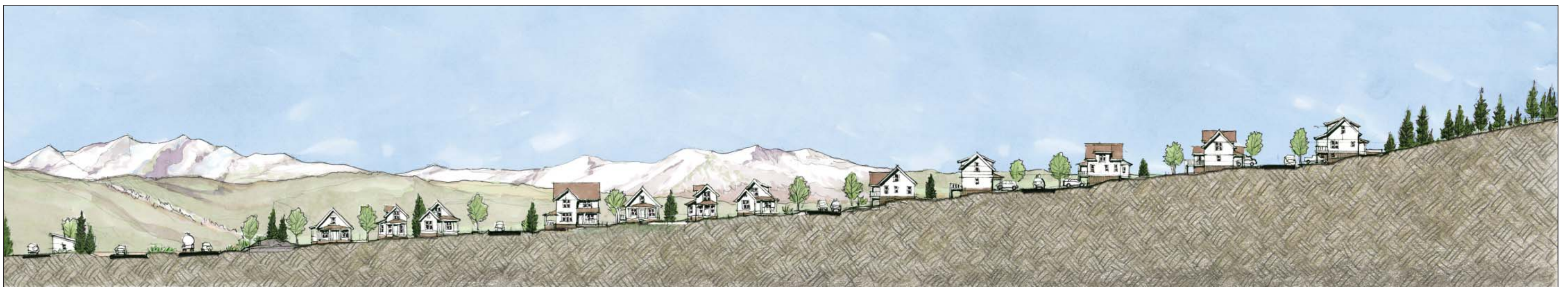


WARREN'S STATION

"Passengers... breathed a sigh of relief when they finally reached Warren's Station near the western foot of Loveland Pass..."

A Gold Rush History of Summit County, Colorado Mary Ellen Gilliland



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Hillside Homes, both single-family and duplex, nestle into the hillside on the uphill side of the street. Narrow driveways leading to single car garage doors help to minimize the impact of the automobile. A variety of home sizes and floor plans serve a diverse mix of households.



On the gentler slopes, homes are organized around Green Courts. These greens create mini-neighborhoods where young children can play safely under the watchful eyes of nearby neighbors.

Make no little plans. They have no magic to stir men’s blood and probably themselves will not be realized. Make big plans; aim high in hope and work, remembering that a noble, logical diagram once recorded will never die, but long after we are gone will be a living thing, asserting itself with ever-growing insistency. Remember that our sons and grandsons are going to do things that would stagger us. Let your watchword be order and your beacon beauty. Think big.

Daniel Burnham, Chicago architect. (1864-1912)

ADDRESSING THE HOUSING PROBLEM

The housing problem is typically addressed in terms of economic crisis – there is no place to house the workers. Actually, the problem is much more than an economic crisis, the lack of affordable housing strikes at the core of what every survey says the people of Summit County value most --- “preserving community character”.

When a community loses its young families, shop keepers, small business owners, government employees, health workers, resort management, teachers, fire fighters, police officers, and seniors, it loses its soul. It ceases to be “real”. It becomes a bastion of second homes filled, occasionally, by wealthy out-of-town strangers. Typically, the homes sit vacant rendering whole “neighborhoods” dark on any given night. One need only look over a pass to the west to see the consequences.

Patricia Limerick, a University of Colorado historian and renowned scholar, laments that resort communities have come to rely on the labor of men and women who cannot afford to live in those communities. She writes about the state of the “New West”: “They are forced to live at some distance”.... “enduring long commutes on highways that, especially during winter months, cannot safely or adequately handle the traffic flow”. (*Atlas of the New West*, Center of the American West, University of Colorado, 1997.)

This problem was quantified by RRC Associates and the Summit County Housing Authority in the Summit County Housing Needs Assessment, Final Report, January, 2005. The report states: “It is estimated that between 1,055 and 1,218 homes priced under 120% AMI [e.g., affordable to households earning less than 120% of the area median income] will be needed by 2010.” (*Summit County Housing Needs Assessment, Final Report, January, 2005*. RRC Associates and the Summit County Housing Authority, page 7.) And, the report specifically refers to Breckenridge’s Wellington Neighborhood: “High quality

projects of this type, which offer a range of housing prices for locals with a mix of housing options, have proved in demand from and serve the employee market. Given the preference of single-family homes by locals, methods for providing affordable single-family homes through private developer incentives, public-private partnerships and other means are encouraged to fill this gap in the market.” (Ibid., page 8.)

More recently, RRC Associates, Inc., Rees Consulting, Inc. and the Summit County Housing Authority released the Summit County Housing Demand Analysis, 2007. Regarding locals housing preferences, “Based on the survey data, when Summit County’s residents look for places to live, they most value community character. Character, which included family orientation and neighborhood appeal, rated the highest among location considerations... These findings suggest that when planning ways to address demand for housing, emphasis should be as great on building neighborhood as building units.” (*Summit County Housing Demand Analysis, 2007*. RRC Associates, Inc., Rees Consulting, Inc. and the Summit County Housing Authority, page 11.)

Interestingly, the 2007 Needs Assessment states that in the Snake River Basin local governments own approximately 1,179 potentially developable acres. Warren’s Station site covers 60 acres or approximately 5% of the potentially developable Snake River Basin land owned by local governments. This is interesting because it indicates that there will be other opportunities to develop other parcels to meet the full spectrum of housing need. That said, our view is that the greatest challenge is posed by creating housing that serves the needs of the traditional nuclear family, children of all ages and stay at home parents --- which is of a lower density predominantly single-family pattern of development. If indeed the 2007 Needs Assessment is correct, there will be multiple other opportunities to develop other forms of higher density housing. Stated another way, the Summit County housing need is so acute, that if one were to imagine the needs of the various income groups arrayed on a dart board, one could throw a dart anywhere and so long as it hit the dart board, a critical portion of the housing need would be met.

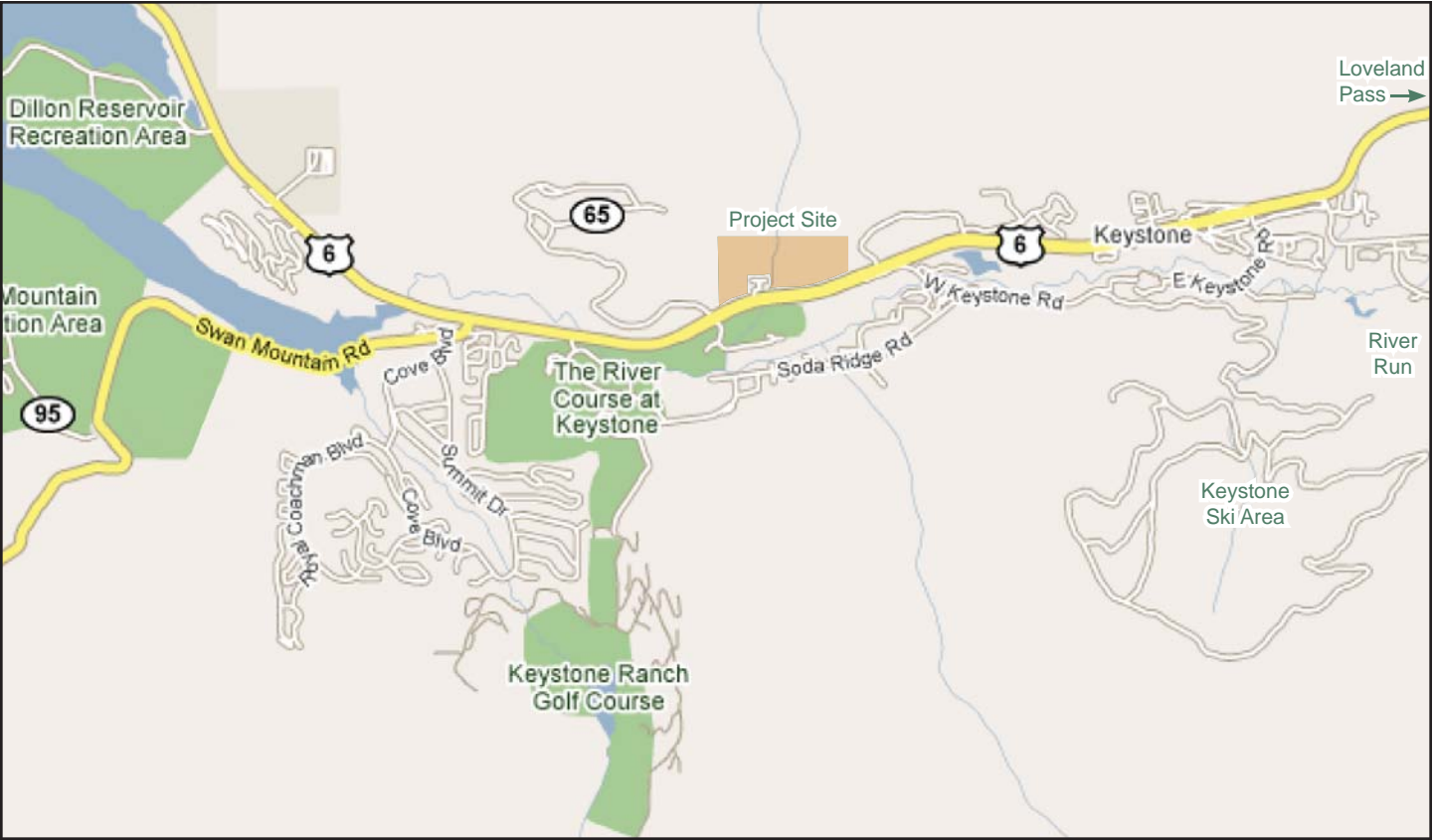
The team leading the process creating this Warren’s Station Vision Statement has been actively providing award winning affordable housing in Summit County since 1998. In addition, various team members have been involved in other affordable housing projects in the “New West” as well as around the country. (See Design and Development Team Resumes). The Warren’s Station Project presents the team members an

exciting opportunity to pull together all of their experience (collectively spanning over 100 years) to create a compelling and award winning neighborhood that will be welcomed by Keystone residents and stakeholders, that will preserve and enhance community character and that will become a vital part of Keystone’s soul.

We look forward to working with stakeholders, particularly the Keystone Citizens’ League and the Keystone Center, prospective residents, county staff and the Board of County Commissioners to create and realize this Vision Statement.

COMPREHENSIVE ESTIMATE OF HOUSING DEMAND		
SOURCE OF DEMAND	OWNERSHIP	RENTAL
EXISTING/CATCH-UP DEMAND		
Renters wanting to buy	1,970	-
Homeowners wanting new/different home	1,807	-
In commuters wanting to live in Summit County	691	-
FORECASTED/KEEP-UP DEMAND		
New jobs 2007-2012	888	1,418
Additional Senior Households 2007-1012	300	100
TOTAL	5,656	1,518

Source: RRC Associates, Inc., Rees Consulting, Inc.



THE SETTING

In terms of proximity to the “urban” services, connections to the back country, appropriate land use designation, accessibility, and views; the Warren’s Station site is an excellent traditional neighborhood location. The sixty acre site has a number of unique characteristics:

LOCATION: North side of Hwy 6, just across from the River Course at Keystone extending from the Antlers Project to Sunrise II. (See location map on previous page).

TOPOGRAPHY: Relatively flat to the south with slope increasing from 6% to over 20% as moving to the north. The western end of the property along US 6 is the lowest point of the site.

AMENITIES: Frey Gulch and a seasonal creek bed runs from north to south in approximately the center of the property. It is across US 6 from the River Course at Keystone Golf Course.

UNOBSTRUCTED SOUTHERN EXPOSURE: The site has excellent, unobstructed southern exposures and related solar opportunities. On the shortest day of the year virtually every part of the site slated for building has sunlight from early morning until late afternoon.

MOUNTAIN VIEWS: The site has excellent views of the Ten Mile Range.

EXISTING DENSITY: Keystone Resort PUD originally provided for 283 equivalent and multi-family units together with 40,000 square feet of commercial density. Recently, 30,000 square feet of the commercial density has been transferred off the site.

PHASING AND PROPOSED BUILDING TYPES: It is proposed that the neighborhood be developed in phases. In our experience the slow deliberate evolution of a neighborhood is best and twenty five homes and new households a year is an excellent pace. When built out, in approximately seven to eight years, the neighborhood will have between 180 to 220 residential units contained in two primary building types – single-family and duplex. Approximately 70% of the units will be single-family houses, and 30% will be duplexes. 80% of all units would be permanently deed restricted while 20% would be unrestricted market units. In addition, there remains 10,000 square feet of commercial density which would be used in connection with a community building housing a child care center, post office, coffee shop, and neighborhood meeting space.

PROPOSED DENSITY: The overall project building site is approximately 60 acres. Thus, the proposed neighborhood will have an overall residential density of 3.33 units per acre. Most of the building, however, will be clustered on approximately 40 acres resulting in a density of approximately 5 units per acre within the clustered development area.



Warren’s Station will create a new gateway to Keystone. By placing the Community Center in this prominent location, the existing Antler’s Townhomes can be seamlessly integrated into the new neighborhood.



“Site cross section looking west toward Ten Mile Range “ The changing slope provides variety, character, stunning views and great southern exposure.

OVERALL VISION

The vision is a simple one: To build a traditional neighborhood, with a sense of community and place. Our vision has six compelling objectives:

PROVIDE KEYSTONE AFFORDABLE HOME OWNERSHIP OPPORTUNITIES: Affordable housing maintains community diversity and vitality. It gives people a chance to live in the community where they work, to serve on boards, to volunteer in their kid’s classes, and to take full measure in “reinventing where they live and work”. Providing affordable housing near existing town centers enhances the entire community’s quality of life by eliminating commuting and reducing traffic congestion, noise, and pollution. It also enhances the quality of life of each neighborhood resident. Time spent in the car can be redirected. A two car family might be able to get by with one. Providing affordable housing is only half the puzzle. Providing affordable housing near town centers is the other half.

CREATE A SENSE OF COMMUNITY WITHIN THE NEIGHBORHOOD: We believe that when opportunities for neighborly interaction and public life are encouraged the well being of the residents and the vitality of the neighborhood will be ensured. This sense of community can be fostered by a variety of design responses. Although many of these may seem small in themselves, over time and together they will produce significant results.

ESTABLISH A TRUE SENSE OF PLACE BY RESPECTING THE PHYSICAL DESIGN PATTERNS OF A TRADITIONAL NEIGHBORHOOD: The relationship between buildings, the mix of uses, and the neighborhood’s friendly and walkable human scale all contribute to a memorable place. We believe that these qualities can be recreated and even enhanced in new development, if we understand the old principles through careful evaluation and where necessary invent new ones.

PROVIDE NEEDED COMMUNITY HOUSING FOR A VARIETY OF RESIDENTS: An appropriate mix of building types can help create diversity within the neighborhood and be more responsive to the needs of different kinds of residents, including families, singles, the elderly, or other special populations. We believe that good quality affordable housing can be created without compromising other community objectives.

ENCOURAGE SUSTAINABLE DEVELOPMENT: We believe that a new neighborhood can be sustainable and of positive benefit to an existing town when its concept and site planning are based on certain principles.

New housing should be located close to the community it serves, helping to eliminate long commutes which create problems of pollution and traffic congestion. A mix of uses can help provide for some services and amenities to be located close to home, encouraging residents to leave their cars at home when possible. Sustainability can be encouraged through an appropriate selection of building materials that use renewable or recycled products. The goals of water and energy conservation, as well as solar access and design can be promoted through careful site and building design. Finally, buildings can be arranged in a compact community which will facilitate mass transit alternatives and leave more land available for parks and open space.

COMPLETE KEYSTONE’S WESTERN GATEWAY: Keystone’s US 6 western gateway is only partially complete. To the south, there is the River Course at Keystone. This area has natural and enhanced landscaping, appropriate “Keystone” signage and overlooks the golf course. To the north side of US 6 is Land Fill Road and an ill defined vista leading up to the Antler’s, an isolated, out-of-context, grouping of 5 townhome buildings. By combining three elements, a park, a Community Building and a row of Hillside Homes, the north side of the gateway would be significantly enhanced and completed. The park would be landscaped to compliment the natural alpine environment and would be defined by the Community Building to the east and the Hillside Homes to the north. In addition to defining the park, the Community Building and its campanili would provide an important architectural statement as one enters Keystone and also provide important community amenities, including a day care center, post office, coffee shop, and bus stop.

THE WARREN’S STATION PATTERN LANGUAGE

On the following pages our design approach is further expressed through a simple pattern language which details how the overall vision will be accomplished through the site and building design.

This language is not meant to be fixed and unchangeable but rather a flexible and evolving expression of what all those involved in the creation of Warren’s Station seek to accomplish.

We anticipate that in the early stages of the design process, these strategies will be further discussed and evaluated with many members of the community and possibly with a prospective resident advisory group. Proposed patterns can be modified or eliminated and new ones added as the language evolves over time.

The proposed design solutions are derived from our analysis of the site, our understanding of Keystone’s history, climate, and high country character, and our extensive experience in creating community through sensitive site and building design.

I GOOD NEIGHBORHOODS NEED . . .
SAFE AND PLENTIFUL CONNECTIONS

A sensitive local road and path network will help encourage walking and promote a sense of community among residents. An extensive and pleasant path system will benefit all residents but particularly children. Therefore:

- Design the proposed street sections to ensure that the street design and travel lane widths will naturally enforce desired design speeds.
- Ensure that vehicular connections are plentiful, dispersing traffic throughout the neighborhood. But make sure that through traffic to destinations outside the neighborhood is discouraged.
- Carefully evaluate the street design to make sure that there is a simple and efficient system for snow plowing and removal, but do not let this objective negatively impact the human and pedestrian scale of the neighborhood.
- Make paths that are charming and inviting and accessible in all seasons.
- Enhance back country connections such as Frey Gulch.



Linear parks between buildings provide pedestrian connections from street to street on the hillside and encourage walking rather than driving.

- Look for opportunities to tie other neighborhood paths into one along US 6.
- Consider good lighting solutions along major pedestrian routes to increase comfort and safety for kids and all residents.
- Along major pedestrian routes, create memorable settings at path intersections, corners, and community facilities which allow residents to orient themselves to their surroundings. Use sculpture and whimsy to create these settings.
- For any neighborhood commercial buildings consider arcades, recessed entries, and storefronts to provide greater shelter along their edges.
- Consider patterned crosswalks and/or neckdowns at important pedestrian crossings.
- Provide convenient access to public transit and make the place to wait comfortable and alive. Place this at a crossroads of routes with important pedestrian interest.

II GOOD NEIGHBORHOODS NEED . . . A VARIETY OF RESIDENTS, BUILDING TYPES, AND USES TO MAKE THEM WHOLE

Many new developments are so homogeneous that they are unable to provide the variety and choice that leads naturally to a lively and spirited neighborhood. A variety of residents in terms of income, family size, and household composition require different building types and home sizes. This variety will lead to streetscapes which are charming and alive as well as promote a more enduring and diverse sense of community. A mix of small commercial and civic uses creates further interest and vitality. Therefore:

- Provide variety by allowing each building to respond sensitively to its specific site conditions in terms of view, sun, and lot size.



House sizes range from 1,000 s.f. (2 BR) to 2,600 s.f. (3 or 4 BR) to provide a variety of opportunities for prospective buyers. House designs respond to the sloping site condition and the orientation of the sun.

- Consider carefully each building's relationship to the street, other buildings, and the path system where appropriate.
- Use different building types which are naturally suited to specific home sizes, floor plans and configurations.
- Identify and test possible neighborhood-related uses such as child care center, post office substation and coffee shop.
- Provide specific buildings and amenities for the needs of special populations where appropriate.
- Create variety, without significant cost increases, by using different facade treatments on buildings with identical floor plans.
- Consider a range of designs with floor plans that address a home for a single person, a couple, a small family, and a large family.

III GOOD NEIGHBORHOODS NEED . . . BUILDINGS WITH WELCOMING FACES

Our best traditional neighborhoods often contain houses which present a pleasant and sociable face to the street. The houses address the street in ways which encourage residents to stop and spend time with their neighbors. The homes work together to create unified streetscapes, often by sensitively repeating certain design elements. Therefore:

- Create ample porches as extensions of the living space of each home and place them so that the residents can observe and monitor the life of the street or path.
- Consider placing garages and parking areas behind buildings off alleys wherever possible to insure that cars and garages do not dominate the streetscape.
- Make lots short in depth so that attached garages are close to the alley edge, helping to reduce winter snow shoveling.
- Where lots have garages accessed from the street make sure that they are wide enough to insure that garages never occupy more than 40% of the lot frontage.
- Design a cascade of roofs so that where possible the buildings come down to a humanly scaled one-story at the edges.
- Direct the fronts of buildings to public rights of way including parks and common areas.



A second level porch on the high side of the street provides a commanding view and a friendly face to the street.

- Make the front yards large enough to have some small shrubs and flowers, but place the porches quite close to the streets and paths to encourage neighborly interaction and make the most effective use of each lot.
- Provide a minimum front yard setback of 10 feet to building walls and allow open porches to encroach a maximum of 5 feet into the setback.
- Place small embellishments in special places to create individuality, interest, and the surprise of finding something special.
- Provide articulation to the building facade and grouping of buildings to create visual interest and positive outdoor space.
- Make sure corner buildings address both streets whenever possible.



Single-car garage doors on the hillside homes do not dominate the face to the street. By partially covering the driveway or incorporating the garage into the porch, as shown. The impact of the garage can be further reduced.

IV GOOD NEIGHBORHOODS NEED . . . WELL-DEFINED PUBLIC REALMS

Over the past fifty years the average American's expectations in regard to housing have increased dramatically and in general we have done a pretty good job of fulfilling them. However, in doing so we have ignored the importance of the spaces in between. We have forgotten how to create well-defined and engaging public outdoor rooms, whether they be streets, alleys, parks, or public squares. We must and can do better. In addition, the site presents a significant opportunity to shape and define Keystone's western gateway. Therefore:

- Place small parks at the entrance to and throughout the neighborhood and look for opportunities to front buildings and their porches towards them.
- Where possible preserve established plantings on the site and incorporate them into the site design, particularly as park or path amenities.

- Look for possibilities to create terminated vistas, by placing community buildings or special structures at T intersections or at the ends of pedestrian paths.
- Explore if a community building incorporating a child care facility, post office substation, and coffee shop is desirable and economically feasible. Explore what activities it might contain and place it to get maximum involvement with other nearby amenities like a neighborhood park.
- Create calm streets with a well designed planting strip using native or high altitude species, insuring that the edges of the street are a pleasant gathering place for residents.
- Minimize the number of curb cuts along the street by providing alleys to avoid conflicts with pedestrians and improve the quality of the streetscape.
- Shape the proposed alleys into pedestrian lanes by giving them the same design attention as streets, and look for opportunities with the careful placement of trees, shrub plantings, secure trash storage, single car garages, and fences to shape the space and create character and scale.



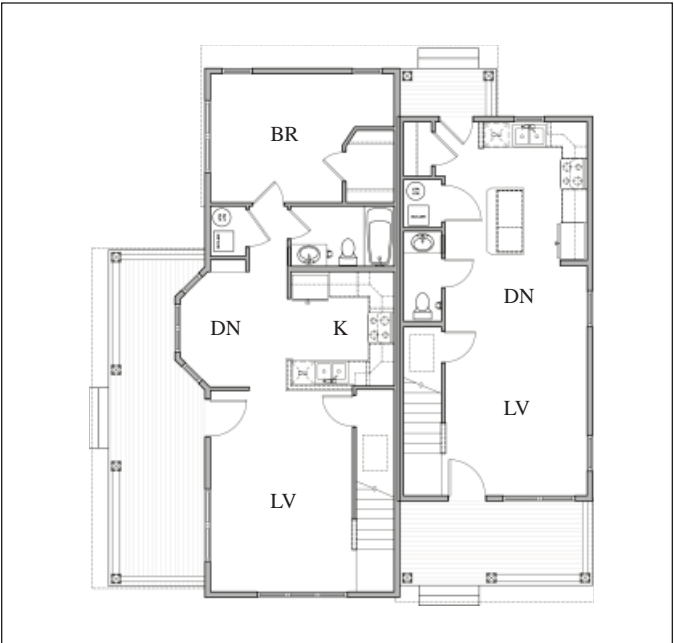
At one of the entrances to the neighborhood, a community building could provide a place for child care, post office substation, and possibly a coffee shop.

- Design more intimate sheltered paths that provide alternate routes for residents and children in particular.
- Establish the separation between public and private realms with low fencing, walls using stones from the site, and/or landscaping to encourage residents to take good care of their own outdoor rooms.
- Provide stair seats, benches, and places to sit close to paths, sidewalks, parks, and community buildings.
- Consider creating a focal point for the neighborhood such as a tower or campanile that helps to shape the community's identity.

V GOOD NEIGHBORHOODS SHOULD . . . HELP PROMOTE SUSTAINABILITY

Many local governments and concerned citizens have become increasingly committed to creating policies which promote sustainability on many levels. How we use the land and how we design new developments is crucial to fulfilling this goal. Providing new housing for year round residents who work within the community makes good sense. Warren's Station's proposed average density as well as it's location near the center of Keystone is a good start towards insuring sustainability. Other devices should be explored and considered. Therefore:

- Explore ways to eliminate or minimize potential car trips through public transportation and by providing for some neighborhood commercial facilities.
- Be sensitive to any off-site impacts that new development might have and help devise feasible solutions for their mitigation.
- Create buildings that are adaptable to current and future solar and photovoltaic technologies
- Improve building envelopes, increase insulation, and implement systems to monitor envelope construction and performance.
- Design buildings with efficient floor plans to allow the greatest benefits to be derived from the smallest building areas, saving initial construction costs and reducing energy costs over time.



The duplex combines two modest-sized units in one building. The common party wall reduces the exterior surface area per unit which results in energy savings.

- Increase the amount of south-facing window area and reduce glazing on north elevations, within the constraints of this type of density.
- Take advantage of common walls, where possible, to reduce initial costs and save energy over time.
- Research and select appropriate materials that conserve resources and are recycled from waste products, such as compressed wood fiber hardboard, oriented strand board, cellulose insulation, and "trex" decking material.
- Investigate energy efficient heating equipment and appliances to lower operating costs (i.e., programmable thermostats, tankless domestic hot water heaters, compact fluorescent bulbs, Energy Star appliances).
- Use appropriate water conserving plants, reduced turf areas, and irrigation techniques to reduce water consumption.
- Insure good indoor air quality by choosing appropriate solvent free products, indoor air quality systems, and exhaust fans where necessary.
- Discuss and choose ways that construction debris can be recycled.

VI GOOD NEIGHBORHOODS SHOULD . . . RESPECT THE HISTORICAL CONTEXT OF WHICH THEY ARE A PART

Keystone has a colorful mining, milling, and transportation history which can provide an inspiration for contemporary design and planning solutions. The architecture can play an important role in revealing Keystone's history and creating its special character. Therefore:

- Consider using simple architectural forms inspired and influenced by those found in old Keystone.
- Employ a modified grid of streets and alleys with short walkable blocks as the main organizing structure of the neighborhood.
- Provide alleys so that garages and parking areas do not dominate the streetscape or turn the principal building facade into a garage-house.
- Name the streets and lanes after historical places, stagecoach and railroad lines, such as High Line, Bronco Dave's, Concord Coach, 15 Cents and Loveland Coach to reflect the area's colorful past.
- Reinforce the visual unity of each block through the repetition of similar building types and scale placed uniformly in relation to the street.
- Identify and maintain established plantings on the site.
- Consider low picket fences and native stone walls to define the yard edge in front of residences in a low-key manner.



"The High Line Stagecoach regularly ran by the site on its way to Frisco"

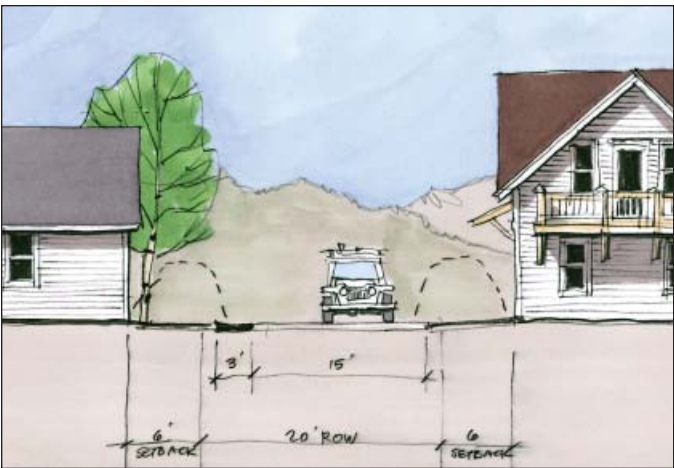
- Create an alignment and spacing pattern of street trees to give character along each street.
- Use vertically oriented window proportions similar to those found in the area's historic buildings.

VII GOOD NEIGHBORHOODS (AT 9,300') SHOULD . . . MAKE USE OF SPECIAL HIGH COUNTRY DESIGN SOLUTIONS

High altitude design constraints necessitate specific practical responses consistent with long winters, cold temperatures and large amounts of snow. However, since there are other seasons besides winter, responding to these concerns should be tempered and balanced by other design objectives whose goals are to create a desirable human scale and promote a sense of community and place. A good neighborhood should find the balancing point which addresses community design concerns and employs design solutions which are sensitive to the alpine environment. Therefore:

- Provide small setbacks (less than 10') between the edge of the public right-of-way and the front porch allowing for convenient access and reduced snow shoveling in winter, but with enough space for some shrubs, flowers, and a low picket fence.
- Provide 32 feet between garages along alleys to allow for snow storage and room for plows to maneuver. Eliminate poles and other obstructions within the alley R.O.W.
- Design the street R.O.W. with sufficient width to allow for 20 feet of pavement with drive over curbs and ample planting strips on each side. Snow can be pushed and stored on these ample edges in winter.
- Create designated snow stacking zones for alley snow at the intersection of each street and alley. Corner lots can access their garages or parking areas directly from the side street rather than the alley.
- Plan snow storage areas at mid-block which convert to small parks during the warmer months. Place seasonal benches and play structures in the wildflower meadow. Link the parks together to form alternate pedestrian routes.
- Allow for adequate snow storage between buildings by placing them 10 - 12 feet apart or by attaching them together.

- Arrange steep gable roofs so that snow will slide off into areas away from pedestrian traffic where there is adequate room for the snow to remain.
- Make use of appropriate building materials and details that protect the building edges from contact with snow and moisture.
- Plan pedestrian paths along the edges of parks. Keep these paths accessible in winter and provide benches for seating with good south exposure directly adjacent to the path.
- Place cover over doors and utility meters by using arcades along the edges of commercial buildings and porches at residential ones. Design the roof so that snow does not pile up in front of the access area or on top on the porch roof.



The 32' between buildings along the alley is sufficient to provide for snow storage and the warping of drive pans to adjust to the 6%-7% grade of the alley.



The right-of-way has adequate space on each side for snow storage, but garages are located relatively close to the street to reduce the amount of snow shoveling required. Generous porches along the fronts of homes create habitable space along the building edge and welcoming faces to the street.

BUILDING TYPE STUDIES

SPECIFIC DESIGN RESPONSES AND SOLUTIONS

This document includes the illustration of how the language can be expressed in the development pattern of the neighborhood and with specific building types, configuration, and character.

We anticipate using a number of building types to create variety in the architecture, diversity among the residents, and specialness within the overall neighborhood design.

As we move through the initial design stage we will propose and test various combinations of building types with different bedroom configurations. We prefer a development plan that will fix an overall density while allowing changes to the building type mix in order to address market demand and community needs over time.

The selected building types can achieve specific site design objectives and realize affordable housing goals. The building type studies show examples of how the buildings might look. They also suggest how the relationship of these buildings to one another can foster our goals of creating sense of community and place.

In the sections called Street Sections and Conceptual Site Plan we have put it all together to show how these building types and street designs can work together.

Our preference is for the design process to be as open and inclusive as possible. We hope that prospective residents might be involved in the design process and provide constructive suggestions in regard to neighborhood design, uses, and amenities. The input of concerned neighbors should also be obtained and acted on where consistent with the overall vision for Warren’s Station.

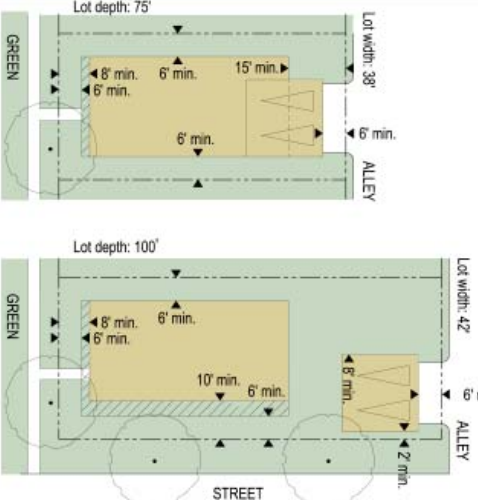
At a later date as part of a formal development review submittal, the ideas expressed in the Pattern Language, the Street Sections, and the Conceptual Site Plan will be translated into specific Site Design and Architectural Codes. The site will be divided into distinct districts each having allowed uses and a set of development standards indicating required setbacks, heights, parking requirements, etc. This approach allows a number of different local owners and builders to participate in the build out of Warren’s Station, while still assuring the realization of the overall vision.



Hillside homes tuck into the slope on either side of the street. On the uphill side, living spaces are on the second level with garages underneath; on the downhill side, garages are placed to the side of the main level living spaces with bedrooms above and/or below.

1 - GREEN COURT VILLAGE HOUSE

The Alley-Loaded Green Court Village House is intended to be employed on sites with grades from 0% to 10%.



LOT DIAGRAM



SECTION

Lot Size	
Width	38' min.
Depth	75' min.
Slope Range	
0-10%	
Floor Area Ratio	
0.55 to 1 max.	
Building Floor Area	
2,600 sf max.	
Setbacks	
at Green	8' min.
at Street	10' min.
at Rear	15' min.
at Side	6' min.
Porch at Street or Green	6' min.
Garage at Rear	6' min.
Garage Side at Street	2' min.
Garage Interior Side	4' min.

Garages are always located behind the principal residence either attached or detached and may include a one bedroom second floor accessory dwelling unit. With the minimum lot size, an approximately 1,500 to 1,800 sf 3-4 bedroom house can be built. One and one-half story houses

are encouraged by a code provision allowing additional floor area. The Green Court Village House can be combined with Cottages, and Duplexes to create interesting streetscapes and an additional affordable building type.



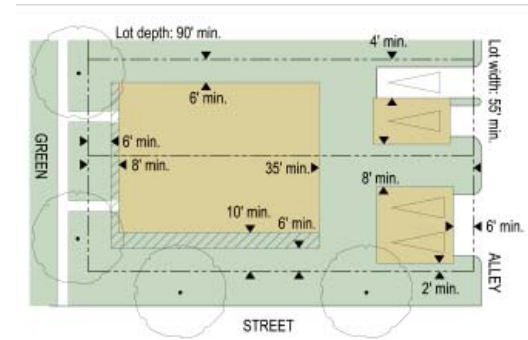
GREEN COURT VILLAGE HOUSE LOTS WITHIN A BLOCK

2 - GREEN COURT VILLAGE DUPLEX

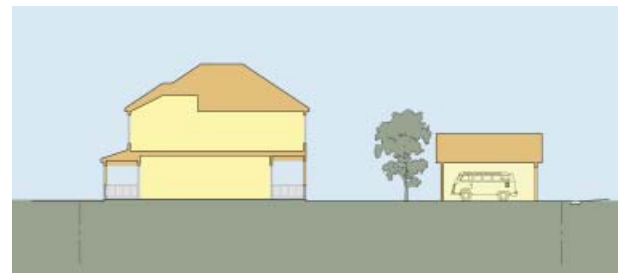
The Village Duplex is designed to be employed on corner lots with frontage on two streets or at the intersection of a

street and green. Typical unit sizes are smaller but when combined, the building size is compatible with typical single-family homes.

Corner lots are slightly wider to accommodate the second side-facing porch. Garages and parking spaces are to the rear, accessed from alleys.



LOT DIAGRAM



SECTION



GREEN COURT VILLAGE DUPLEX LOTS WITHIN A BLOCK

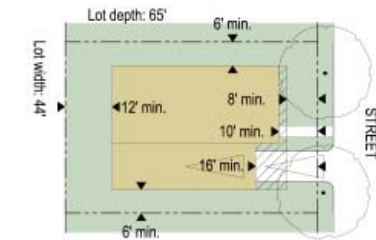
Lot Size	
Width	55' min.
Depth	90' min.
Slope Range	0-10%
Floor Area Ratio	0.55 to 1 max.
Building Floor Area	3,000 sf max.
Setbacks	
at Green	8' min.
at Street	10' min.
at Rear	35' min.
at Side	6' min.
Porch at Street or Green	6' min.
Garage at Rear	6' min.
Garage Side at Street	2' min.
Garage Interior Side	4' min.

3 - UPHILL VILLAGE HOUSE

This lot type is designed to work on moderate slopes with buildings and garages cut into the hillside. No alleys are provided. It is appropriate for slopes in the 10% to 30% range. The usual impact of garages facing the street is greatly reduced

due to the single-car door. Attractive street level entries are provided, and the living room, dining, and kitchen areas are typically located one level above the street. On most lots, private exterior space will be accessible from the main level to rear

or side yards as well as to south-facing covered porches. A minimum of 120 sf of combined covered porches is required, and side yard terracing is highly encouraged.



LOT DIAGRAM



SECTION

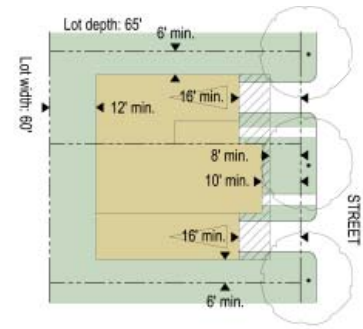


UPHILL VILLAGE HOUSE LOTS WITHIN A BLOCK

Lot Size	
Width	44' min.
Depth	65' min.
Slope Range	
	10-30%
Floor Area Ratio	
	0.65 to 1 max.
Building Floor Area	
	2,600 sf max.
Setbacks	
at Street	10' min.
at Rear	12' min.
at Side	6' min
Porch	8' min.
Garage at Street	16' min.

4 - UPHILL VILLAGE DUPLEX

The Uphill Duplex has many of the same characteristics as the Uphill Village House, but two smaller units are combined into one building. The single-car garages are separated by at least 10’ to reduce the garage impact on the street and to provide a sense of individuality to each unit. Entries can be placed along pedestrian paths leading uphill and downhill from street to street. one oriented to the side. Side entries can be placed along pedestrian paths leading uphill and downhill from street to street.



LOT DIAGRAM



SECTION

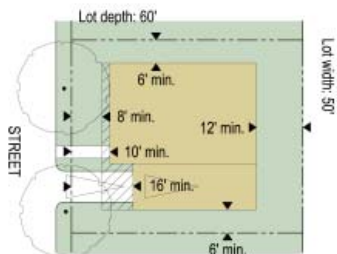
Lot Size	
Width	60’ min.
Depth	65’ min.
Slope Range	
10-30%	
Floor Area Ratio	
0.65 to 1 max.	
Building Floor Area	
3,000 sf max.	
Setbacks	
at Street	10’ min.
at Rear	12’ min.
at Side	6’ min
Porch	8’ min.
Garage at Street	16’ min.



UPHILL VILLAGE DUPLEX LOTS WITHIN A BLOCK

5 - DOWNHILL VILLAGE HOUSE

The lot width for this building type is somewhat greater than the Uphill Lots due to the fact that the garage is placed next to rather than under the main level living spaces. When the minimum lot size is used, the maximum floor area is just over 1,600 sf. With slightly larger lots, the maximum floor area can reach 1,800 sf allowing for up to 4 bedrooms on 3 levels. A 1 1/2-story presentation to the street is encouraged. Up to a maximum of 360 sf is allowed for the garage providing a one-car garage and additional storage space if desired.



LOT DIAGRAM



SECTION

Lot Size	
Width	50’ min.
Depth	60’ min.
Slope Range	
10-30%	
Floor Area Ratio	
0.65 to 1 max.	
Building Floor Area	
2,600 sf max.	
Setbacks	
at Street	10’ min.
at Rear	12’ min.
at Side	6’ min
Porch	8’ min.
Garage at Street	16’ min.



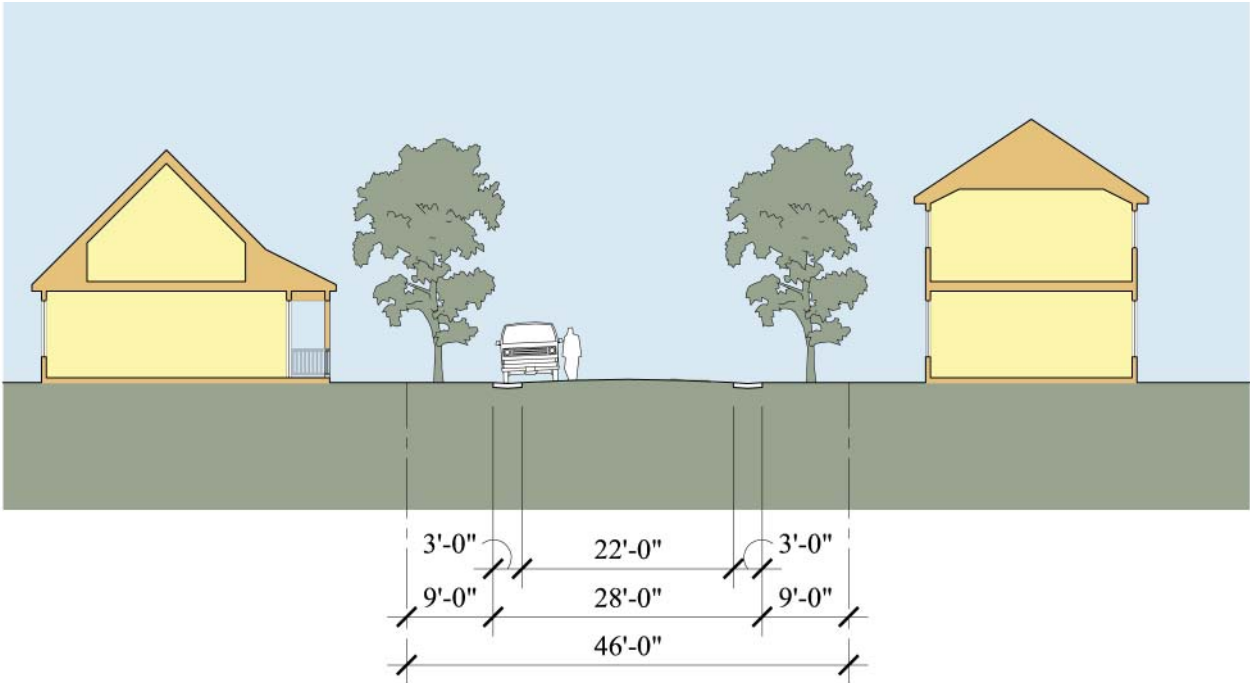
DOWNHILL VILLAGE HOUSE LOTS WITHIN A BLOCK

1 - TYPICAL NEIGHBORHOOD STREET (46' ROW)

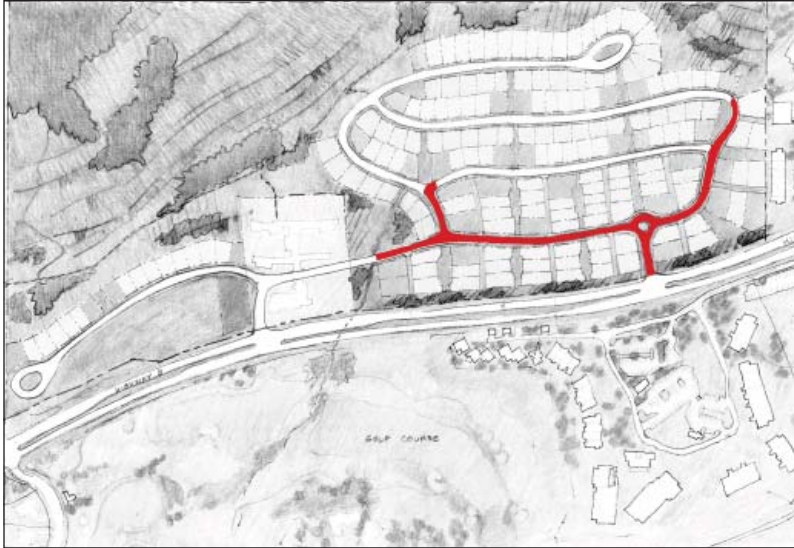
The typical residential street for areas with level or gentle grades is contained within a 46-foot right-of-way. A 28-foot paved section with two 3-foot concrete pans allows parking on one side and strikes

a balance between traffic calming and convenient access. Parking can alternate from side to side to facilitate snow removal operations. No sidewalks are provided, but ample 9-foot landscaped areas on each

side provide room for snow storage. Low traffic volumes allow the street to be a shared facility for cars and pedestrians.



Type	Residential
Movement	Slow
Design Speed	15 mph
R.O.W. Width	46'
Roadway Width	28'
Traffic Flow	Two Ways
Number of Parking Lanes	One Side Only
Curb Type	3' Concrete Pans
Curb Radius	14' min.
Planter Type / Width	9' / Continuous
Bike Way Type	Shared, On-Street
Sidewalks / Width	None
Maximum A.D.T. Traffic	TBD
Minimum Centerline Radius	50'
Maximum Vertical Grade	12%



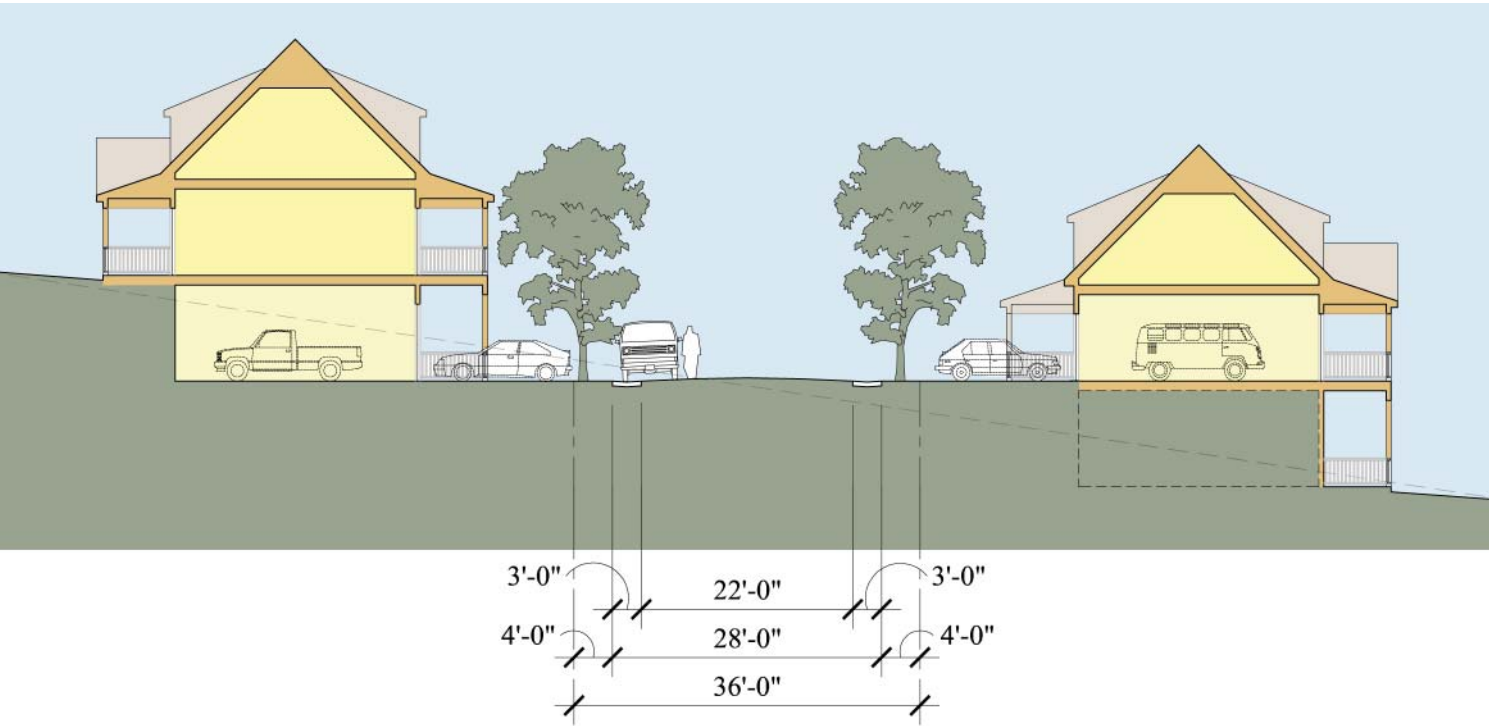
KEY PLAN

2 - HILLSIDE STREET (36' ROW)

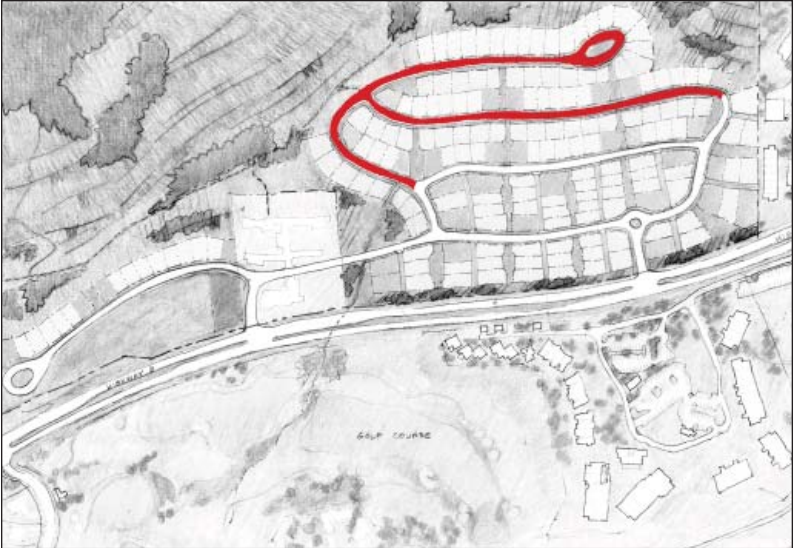
In hillside areas, a 36-foot right-of-way is employed to reduce the impacts of the slope on building placement. Densities are lower in the hillside area with single-family

houses and some duplexes. A 28-foot-wide paved section allows for 3-foot concrete pans on each side, parking on one side alternating, and two travel lanes. A 4-foot-

wide landscaped area is provided on both sides. No sidewalks are provided as the low traffic volumes allow the paved section to be shared by pedestrians and cars.



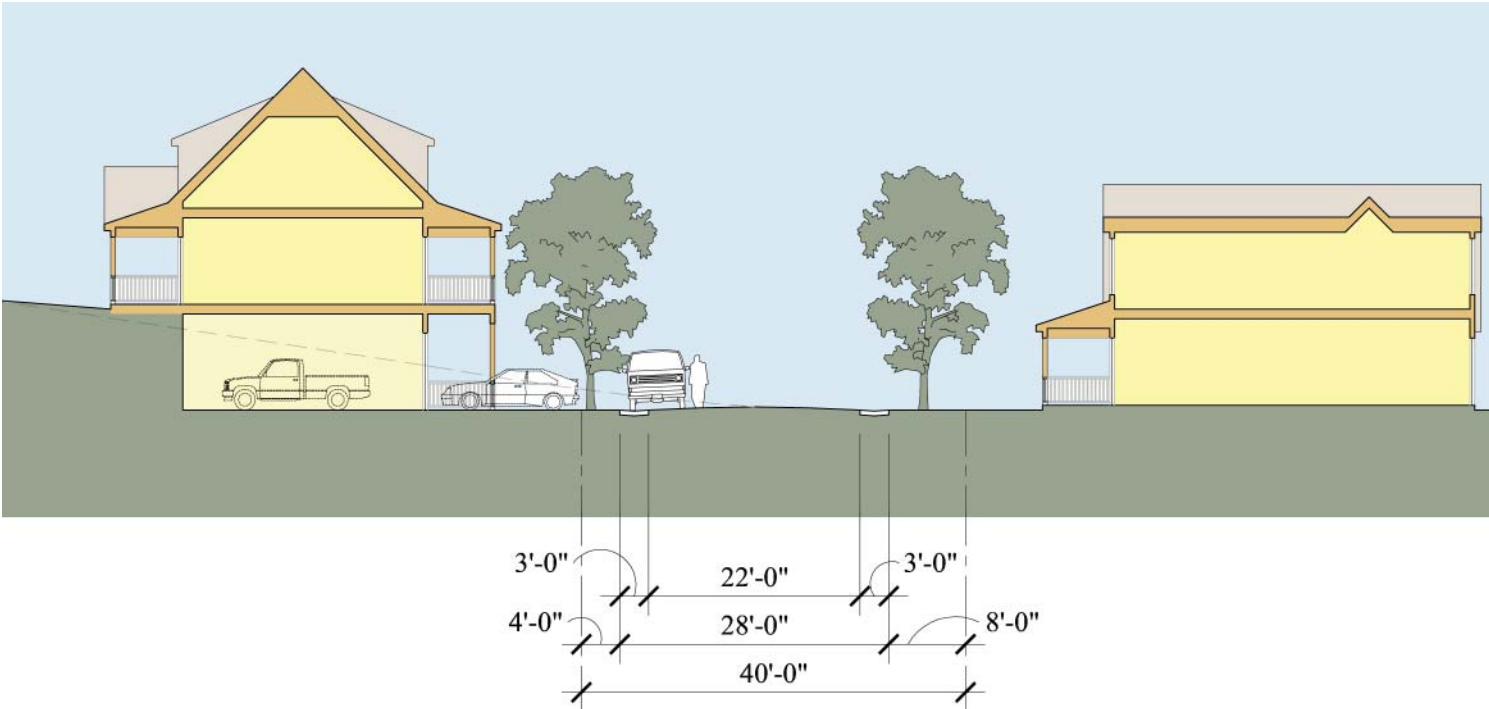
Type	Residential
Movement	Slow
Design Speed	20 mph
R.O.W. Width	36'
Roadway Width	28'
Traffic Flow	Two Ways
Number of Parking Lanes	One Side Only
Curb Type	3' Concrete Pans
Curb Radius	14' min.
Planter Type / Width	4' Continuous
Bike Way Type	Shared, On-Street
Sidewalks / Width	None
Maximum A.D.T. Traffic	TBD
Minimum Centerline Radius	50'
Maximum Vertical Grade	12%



KEY PLAN

3 - TRANSITIONAL STREET (40' ROW)

The Transitional Street falls at the break between gentle and moderate slopes. Green Court homes flank its lower side while Hillside Homes fit into the steeper grade on the higher side. No sidewalks are provided, but low traffic volumes allow the street to be a shared facility for cars and pedestrians.



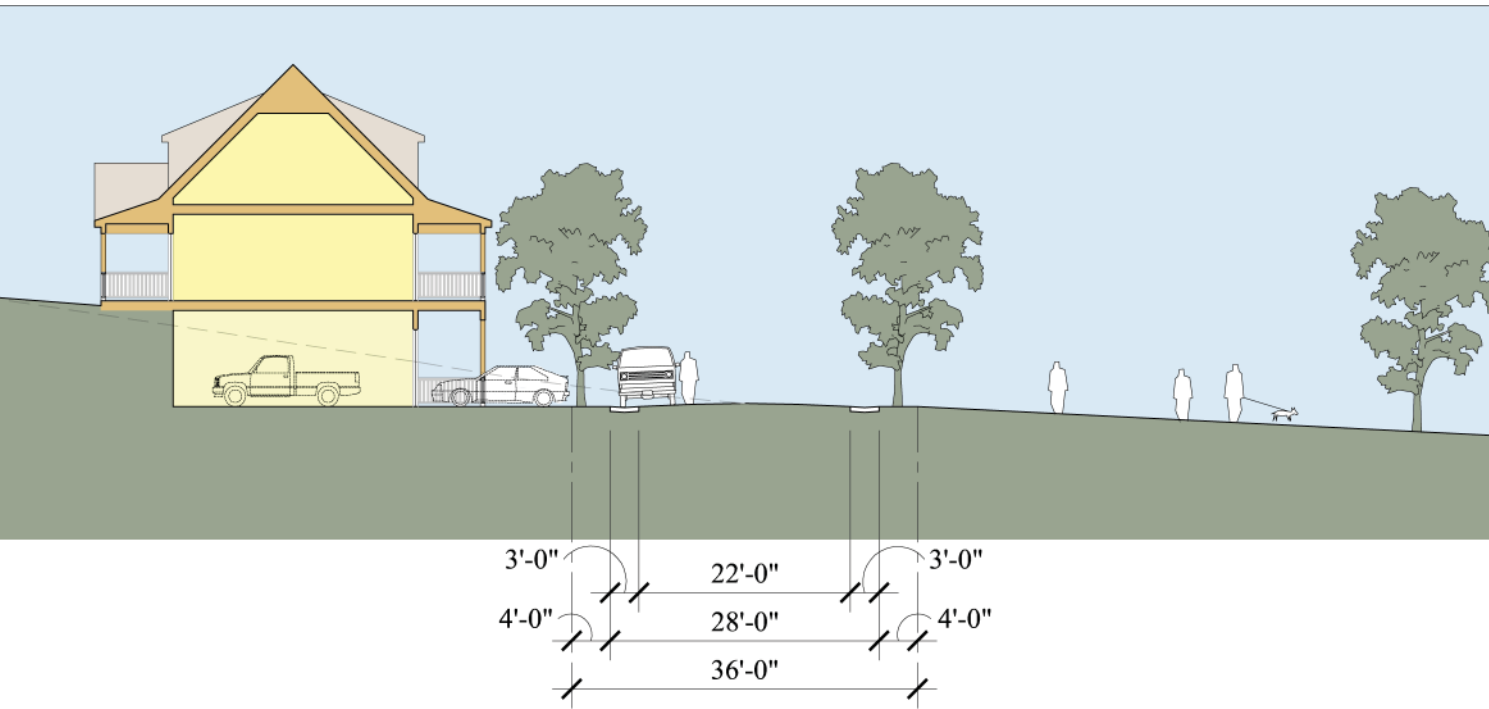
Type	Residential
Movement	Slow
Design Speed	20 mph
R.O.W. Width	40'
Roadway Width	28'
Traffic Flow	Two Ways
Number of Parking Lanes	One Side Only
Curb Type	3' Concrete Pans
Curb Radius	14' min.
Planter Type / Width	4' and 8' Continuous
Bike Way Type	Shared, On-Street
Sidewalks / Width	n/a
Maximum A.D.T. Traffic	TBD
Minimum Centerline Radius	50'
Maximum Vertical Grade	10%



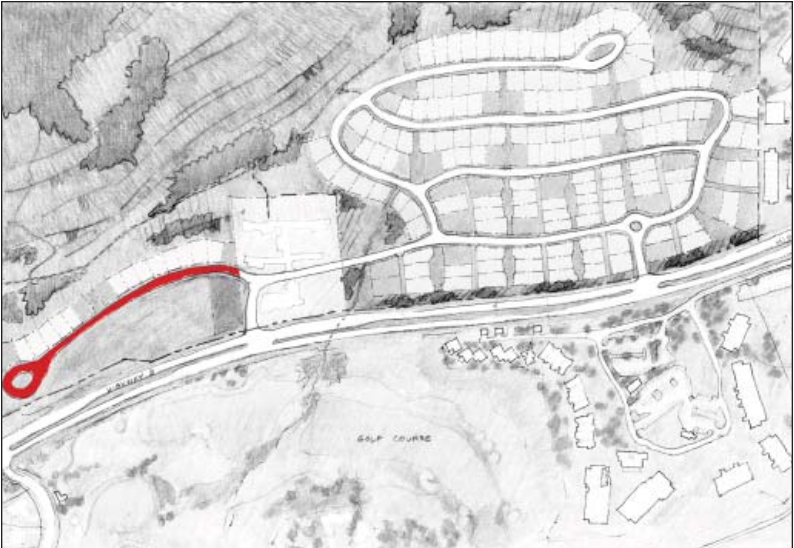
KEY PLAN

4 - EDGE STREET (36' ROW)

The Edge Street wraps around the neighborhood park and Community Center site. Hillside Homes tuck into the slope and overlook the street and park. The 28-foot-wide street accommodates parking on one side except when snow conditions are too severe. The lower side of the street is designed to blend with the adjacent park areas.



Type	Residential
Movement	Slow
Design Speed	20 mph
R.O.W. Width	36'
Roadway Width	28'
Traffic Flow	Two Ways
Number of Parking Lanes	One Side Only
Curb Type	3' Concrete Pans
Curb Radius	14' min.
Planter Type / Width	4' Continuous
Bike Way Type	Shared On-Street
Sidewalks / Width	n/a
Maximum A.D.T. Traffic	TBD
Minimum Centerline Radius	50'
Maximum Vertical Grade	10%



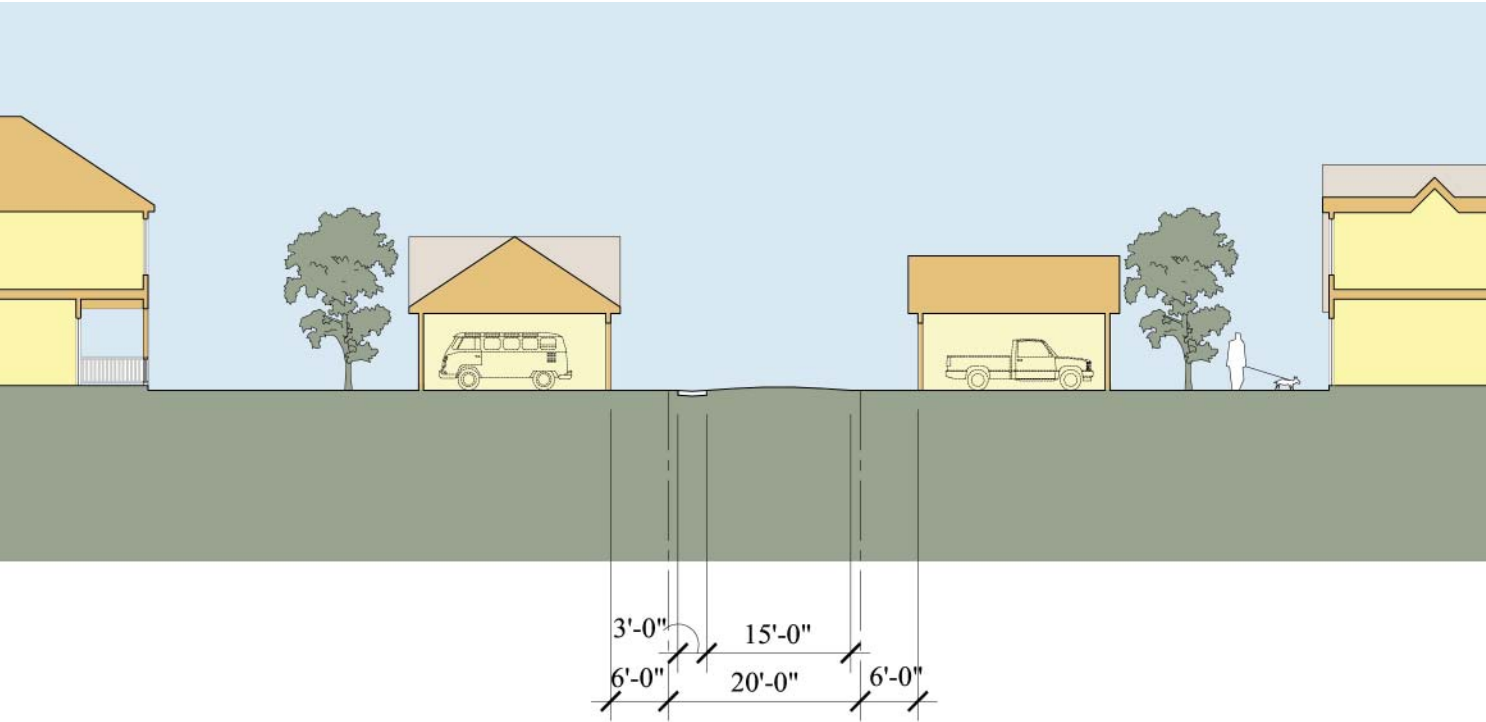
KEY PLAN

5 - TYPICAL ALLEY (20' ROW)

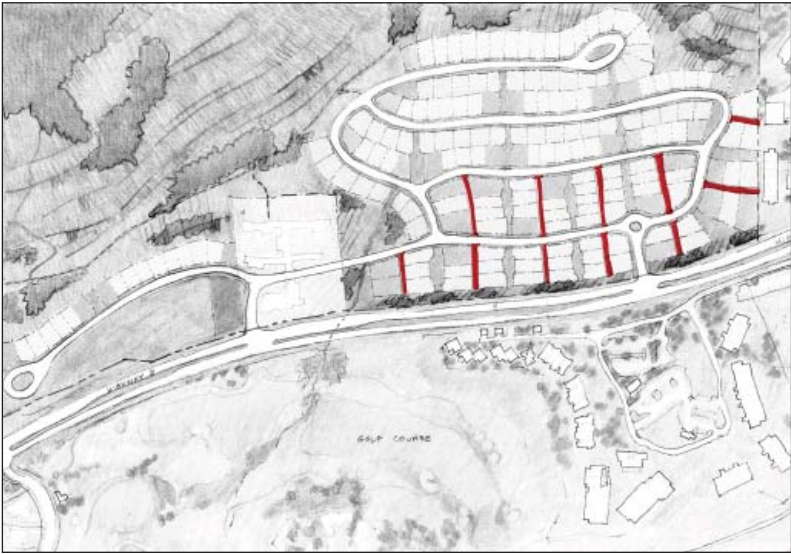
The Alley section is employed where the grade is flat or gentle. It provides access to the rear of lots for off-street parking and other service uses. In doing so, it

allows the lot frontages to provide more welcoming faces to the street or green and for more narrow lots to be employed. The typical setback from the alley is 6 feet to

allow room for snow storage and to make the grade transition from a gently-sloping alley to the level door of the garage.



Type	Alley
Movement	Slow
Design Speed	10 mph
R.O.W. Width	20'
Roadway Width	18'
Traffic Flow	Two Ways
Number of Parking Lanes	None
Curb Type	None
Curb Radius	n/a
Planter Type / Width	n/a
Bike Way Type	Shared On-Street
Sidewalks / Width	None
Maximum A.D.T. Traffic	<100
Minimum Centerline Radius	n/a
Maximum Vertical Grade	8%



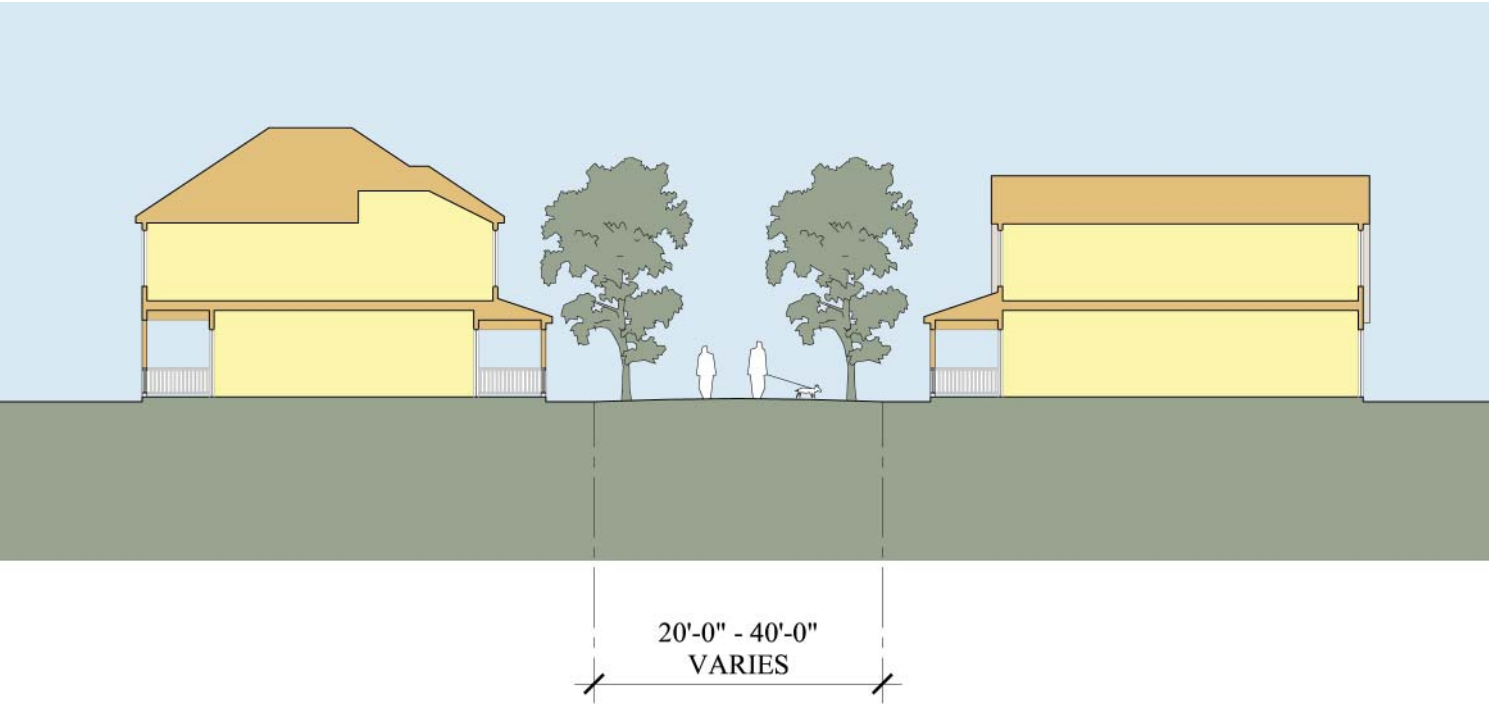
KEY PLAN

6 - GREEN COURT (30' ROW)

Green Courts provide a memorable and gracious counterpoint to the more typical streetscapes with rows of single-family homes flanking either side. They help create

a mini-neighborhood promoting a sense of community. They provide a safe place for small children to play. They also provide public pedestrian linkages throughout the

neighborhood by connecting from street to street without adding pavement.



Type	Residential
Movement	Pedestrian
Design Speed	Walking
R.O.W. Width	20'-40' Varies
Roadway Width	n/a
Traffic Flow	n/a
Number of Parking Lanes	n/a
Curb Type	n/a
Curb Radius	n/a
Planter Type / Width	n/a
Bike Way Type	n/a
Sidewalks / Width	4' Both Sides
Maximum A.D.T. Traffic	n/a
Minimum Centerline Radius	n/a
Maximum Vertical Grade	8%



KEY PLAN



THE DESIGN AND DEVELOPMENT TEAM

A. RESUMES

The design and development team has extensive high altitude, resort community design, development and construction experience. Notably, with the exception of new addition Matt Stais, the team has worked together for the last ten years in the design, development and construction of the Wellington Neighborhood, Breckenridge, Colorado. Wellington is approximately 50% built out and will consist of 280 single family and double houses at full build out. Wellington has received local and national recognition, including: EPA National award for Smart Growth Achievement; Colorado Public Research Interest Group Smart Growth Hall of Fame; “Metropolitan Homes” Design 100; “Sunset Magazine” Merit Award; “Denver Post Editorial” declaring Wellington a “model for the entire state”; HGTV nationally televised piece; “Cottage Living” ‘A Place to Call Home’; “Better Homes and Gardens”; ‘Home Planning Ideas’; and “Urban Land”. Most significantly, the neighborhood has been a success in the eyes of its residents as evidenced by Appendix D: “Wellington Neighborhood Resident Comments.”

Design, development and construction team resumes follow:

NEIGHBORHOOD FOUNDER:
DAVID O’NEIL

Mr. O’Neil has lived in Colorado for the last 35 years, is a member of the Colorado Bar and has practiced land use and real estate law since 1979. As General Counsel for Countryside Management Corporation, a real estate investment, development and management firm. Mr. O’Neil has been involved in real estate development in Alabama, Colorado, Florida, Georgia, Maryland and Tennessee; projects including residential development, manufactured housing and marina acquisition / permitting.

His most recent project, with partners John Wolff and Tom Lyon, is the Wellington Neighborhood, Breckenridge, Colorado. The neighborhood has received national recognition including EPA National Award for Smart Growth Achievement, Metropolitan Homes Design 100, Sunset Magazine Merit Award and Denver Post editorial proclaiming it “a model for the entire state.” Previously, Mr. O’Neil was partners with Wolff and Lyon in the 18,000 square foot Eighth & Pearl Shops and Residences in Boulder.

In May, 2001, the Congress of New Urbanism recognized the Eighth & Pearl project with its prestigious Charter Award. Mr. O’Neil also has development experience with respect to historic building renovation and affordable housing. Mr. O’Neil has been involved in several public sector, private sector and/or non-profit projects, including development of the Poplar Project (an affordable housing joint venture with the City of Boulder). Mr. O’Neil attended the University of Denver (Bachelor of Arts, 1975; Juris Doctor, 1979) and the University of Colorado (Master of Public Administration, Human Resource Management and Systems, 1977). Mr. O’Neil has been on numerous panels concerning housing, including Conservation Based Affordable Housing, American Planning Association National Convention, San Antonio, 2006; Land Conservation and Affordable Housing, Green Build International Conference and Expo, Chicago, 2007; and he has also served as a Juror, French Gulch Studio, Harvard University, Graduate School of Design, Cambridge, 2006.

MASTER PLANNERS / ARCHITECTS:
JOHN K. WOLFF & JOHN T. LYON
WOLFF LYON ARCHITECTS

John K. Wolff and John T. Lyon are both registered Architects with over 25 years of experience in housing and commercial design, construction and general contracting. Wolff/Lyon are well known for their “timeless” and distinctive designs, major commissioned residential works (design and build) including: Bennett Residence, Aspen, Colorado; Carlston Residence, Aspen, Colorado (New York Times, October 3, 1996); Gold Residence, Boulder, Colorado; and Cech Residence, Boulder, Colorado.

Wolff/Lyon commercial experience includes Pour La France Restaurants in Boulder and at Denver International Airport; 1818 16th Street Building, Arcadia Building and Arbor House, Boulder, Colorado; and Eighth and Pearl Residences and Shops (which houses the Wolff/Lyon and Brynn Grey offices) completed Spring, 1999, Boulder, Colorado. In the area of community development, Wolff/Lyon were the founders of the Affordable Housing Alliance and architects for the Poplar Project, an award winning (Urban Land Institute and American Institute of Architects) affordable housing joint venture with the City of Boulder Housing Authority. They were selected by the City of Boulder in a major competition as project architects for the Foothills Community, a 75-unit affordable housing neighborhood.

In addition, after a national search, they were selected by Dartmouth College to master plan and design the “Rivercrest” neighborhood, an affordable community for Dartmouth faculty and staff. Other current projects include redevelopment of Elitch Gardens, Denver, Colorado, and numerous projects at Stapleton redevelopment including creating the residential design guidelines.

Mr. Lyon attended Colorado College (BFA, 1974). Mr. Wolff attended Harvard (BA, cum laude, 1974). They met while attending the University of Colorado School of Environmental Design (MAs, 1977). Mr. Wolff was Chairman of the Boulder Planning Commission (1988 - 1989) and currently teaches at the College of Architecture and Planning at the University of Colorado. In the event of Mr. O’Neil’s incapacity, Mr. Wolff and Mr. Lyon will assume day-to-day responsibility for the project.

CONSULTING:
MATTHEW STAIS
MATTHEW STAIS ARCHITECTS

Mr. Stais is founder and President of Matthew Stais Architects (MSA) and been working in the architectural profession for over 25 years. His experience, which includes custom residential, commercial, civic, and institutional projects, is diverse and includes an emphasis on high altitude sustainable design. Mr. Stais is well known for his recent work on the Summit County Materials Recovery Facility, the first facility of its kind to be built green and was awarded two Green Globes by the Green Building Initiative (2006). He is also responsible for the design of a custom home in Breckenridge that is a showcase to sustainable design techniques and products, most notably ground source heating and cooling, the first project of its kind in Summit County.

Aside from his work at MSA, Mr. Stais is a founding member of the Summit Green Building Project and has spearheaded the development of the draft Summit Sustainable Building Code. Mr. Stais is a LEED™ Accredited Professional, Chair of the Breckenridge Open Space and Trails Advisory Committee, High Country Conservation Center advisory board member, National Trust for Historic Preservation member, Summit Historical Society member, International Conference of Building Officials member, and Breckenridge Resort Chamber Ambassadors member.

Mr. Stais earned a Bachelor of Science in Architecture from the University of Virginia in 1984. He holds professional licenses in Colorado, Maine, and Washington D.C. Mr. Stais lives in Breckenridge with his wife, Kiersten, and two daughters, Shelby and Alexis.

PROJECT ENGINEER:
JIM LENZOTTI
TETRA TECH ISG - FLO ENGINEERING

Mr. Lenzotti is Founder and President of FLO Engineering, Inc., a civil engineering and water resources consulting firm founded in 1985 and located in Breckenridge. Recently, FLO Engineering merged with Tetra Tech, a publicly traded company, and expanded its areas of expertise to include environmental engineering, architectural design, construction management, environmental remediation and the development of architectural/engineering public policy.

Mr. Lenzotti has seventeen years of experience in the field of civil engineering. His areas of expertise include high altitude municipal engineering, site development, contract administration, drainage and utility design and construction supervision. In the area of municipal engineering, Mr. Lenzotti has served as project manager on water systems, road projects, highway projects, wastewater systems, recreational facilities and bike paths. His design experience includes the design of water treatment facilities, wastewater facilities, water distribution and storage facilities, wastewater collection facilities, road projects and overlot grading projects. He also has prepared service plans for the formation of a water district, the master planning of water systems including design of wells, booster pump stations, storage facilities and distribution systems. He also has served as a Town and City Engineer for the Towns of Frisco, Dillon and the City of Walsenburg, CO.

Mr. Lenzotti’s recently completed projects include extension of the wastewater collection system for the Breckenridge Sanitation District, the pump house for the Blue River Water District, water transmission line extension for the Town of Breckenridge, street improvements for the Towns of Breckenridge and Dillon, and drainage improvements for the Town of Frisco. Mr. Lenzotti recently served on the Summit School District Board. He attended Colorado State University (Bachelor of Science, Engineering, 1979).

PROJECT ATTORNEY:
STEPHEN C. WEST
WEST, BROWN & HUNTLEY

Stephen C. West is senior partner of West, Brown & Huntley. Mr. West has represented the Wellington Neighborhood since 1998. He was admitted to bar, 1973, Colorado and U.S. District Court, District of Colorado. He attended Yale University (B.A., 1970); University of Virginia (J.D., 1973). Member, 1971-1973 and Director, 1972-1973, Welfare Rights Project of the Legal Assistance Society. Instructor, Legal Aspects of Planning, University of Colorado at Denver, 1980. Municipal Judge, Town of Frisco, 1977-1984. Mayor, Town of Breckenridge, 1984-2000. Director, 1986-1990 and 1996-1997, Vice President, 1986-1987 and President, 1987-1990, Colorado Association of Ski Towns. Member, 1988-2000 and Chairman, 1989-1990, Summit Leadership Forum. Member: Continental Divide and Colorado (Member, Sections on: Real Estate; Corporation, Banking and Business Law) Bar Associations. Practice Areas: Real Estate; Business Transactions; Business Law; Land Use; Real Estate Development.

GENERAL CONTRACTOR:
DAN MCCREERY
TRADITIONAL NEIGHBORHOOD BUILDERS, INC.

Mr. McCrerey is President of Traditional Neighborhood Builders, Inc. and has over 22 years Summit County / high altitude construction experience, positions including: carpenter, superintendent, estimator, and construction manager. His most recent project is managing the construction of 120 homes in the Wellington Neighborhood, Breckenridge, Colorado. As neighborhood project manager during the last eight years, he has overseen 18 primary subcontractors with over 100 employees and instituted a web based project management intranet to facilitate project coordination and customer warranty claims. Previously, as a real estate developer and general contractor, Mr. McCrerey has built entry level housing for sale and rent, his most recent projects being construction of the Summit County Housing Authority’s Ophir Mountain Townhouses, 18 units, and Glen Cove at Lake Dillon homes, 37 units. Additional Summit County projects where Mr. McCrerey designed, developed or project managed, include: Westview at Willow Grove, Silverthorne (subdivision); Creekside Estates, Frisco (subdivision); Grey Fox, Summit Cove (subdivision); Royal Alpine Rental Housing, Frisco (design / build); and Willow Grove (subdivision).

Mr. McCrerey is a pioneer in the area of shallow frost protected foundation systems and in this regard was a speaker at the National Association of Home Builders convention, Houston, 1995. Mr. McCrerey has completed NAHB Graduate Master Builder classes in scheduling, estimating, project management and building codes.

CONSTRUCTION MANAGEMENT:
KEN MOORE

Mr. Moore is the Traditional Neighborhood Builders, Inc. Project Manager and has over thirty years of construction experience. During the last five years, Mr. Moore has managed construction of 140 homes in the Wellington Neighborhood’s first phase. Before moving to Summit County, Mr. Moore was the owner and operator of MC Moore and Son, Inc., Boston, Massachusetts, and specialized in residential development and construction. Since moving to Summit County, in addition to his work on the Wellington Neighborhood, Mr. Moore has managed the construction of various projects including the Frisco Town Hall, Summit County Animal Shelter, and a multi-million dollar addition to the Canyon Casino in Black Hawk. As the neighborhood’s Project Manager, Mr. Moore is responsible for quality control, production schedules and customer relations.

SALES AND MARKETING:
COURTNEY KENADY

Ms. Kenady is Manager of Poplar Wellington, LLC and is responsible for coordinating various relationships between Poplar Wellington, LLC, potential buyers, local governments, the Summit County Real Estate Community, media groups, and Traditional Neighborhood Builders. In addition, Mrs. Kenady oversees on-site sales & marketing including scheduled improvements, signage, and print materials as well as assists residential buyers through the sales process and beyond. She is responsible for the evolution and execution of the poplarhouse.com website, contact requests, marketing materials, and various print and radio advertising. In 1991, Mrs. Kenady graduated from Ohio University with a Bachelors of Science in Journalism then moved to Summit County in 1992. After working various positions in the County, Mrs. Kenady graduated with her Colorado Real Estate Broker Associates License in 1997. Mrs. Kenady lives in the Wellington Neighborhood, Breckenridge, is married to Addison Cummings and has two daughters ages 14 and 8.

DESIGN AND DEVELOPMENT TEAM REPRESENTATIVE PROJECTS

WELLINGTON NEIGHBORHOOD

- 280 single family and duplex homes. 50% built out.
- Design, construction, development, marketing, sales and ongoing management.
- 80% of the homes are deed-restricted/affordable to residents of Summit County.

AWARDS:

- EPA National Award for Smart Growth Achievement
- Colorado Public Research Interest Group Smart Growth Hall of Fame
- *Metropolitan Homes* Design 100
- *Sunset Magazine* Merit Award
- *Denver Post* Editorial declaring Wellington a “model for the entire state.”
- HGTV nationally televised piece
- *Cottage Living* “A Place to Call Home”
- *Better Homes and Gardens*, “Home Planning Ideas”
- *Urban Land*

See below, Appendix D, Wellington Neighborhood Resident Comments.

WOLFF LYON ARCHITECTS

John Wolff and Tom Lyon together are 30% equity partners in the Wellington Neighborhood where each has a second home. Their relevant experience, spanning over 25 years, includes:

- | | |
|---|------|
| North Village, Mt. Crested Butte, CO | 2006 |
| <ul style="list-style-type: none">• 1,000 dwelling units and new village center.• Design Guidelines and Standards, Master Planning, and Development Review• Client: Crested Butte Mountain Resort | |

- | | |
|---|------|
| Gateway Village, Gateway, MT | 2006 |
| <ul style="list-style-type: none">• 350 homes and a village center• Design Guidelines and Standards, Master Planning | |

- | | |
|--|------|
| Overlook Neighborhood, Carbondale, CO | 2006 |
| <ul style="list-style-type: none">• 150 homes, neighborhood center, small hotel• Design Guidelines and Standards, Master Planning, Development Review | |

- | | |
|--|------|
| Miller Ranch, Edwards, CO | 2003 |
| <ul style="list-style-type: none">• 282 homes in a mixed-density affordable neighborhood.• Gold Nugget Award for Best Community Site Plan, 2003 | |

- | | |
|--|------|
| Truckee Railyard Building Types Study, Town of Truckee, CA | 2005 |
| <ul style="list-style-type: none">• Mixed-use/mixed-density affordable housing opportunities study• Design Principles, Potential Master Plan, and Building Prototypes• Client: Town of Truckee, California | |

- | | |
|---|------|
| Daybreak Building Type Studies, Salt Lake City, Utah | 2005 |
| <ul style="list-style-type: none">• Detailed exploration of four building prototypes• Backyard townhouse, shallow lot townhouse, mansion apartment, and 4-unit and 6-unit apartment buildings• Client: Kennecott Land Company | |

- | | |
|--|------|
| Settler’s Creek, Keystone, CO | 2001 |
| <ul style="list-style-type: none">• 66-unit multi-family development with community building• Three distinct building types utilized to deal with mountain sloping site• Client: Keystone Real Estate Development (KRED), a partnership between IntraWest and Vail Associates. | |

- | | |
|--|------|
| Rivercrest, Hanover, NH | 2004 |
| <ul style="list-style-type: none">• Master Planning, Street Design, and Building Type Studies• For a 293-unit mixed-use, mixed-density neighborhood on 34.5 acres• Owner/Developer: Dartmouth College Real Estate Office | |

- | | |
|---|------|
| Sunrise Valley, Washington City, Utah | 2005 |
| <ul style="list-style-type: none">• Master Plan and Code, Neighborhood Standards, Architectural Standards, and Architectural Style Guidelines• For a 650-home planned community development• Owner/Developer: Sunrise Valley LLC• Contact: Dee Atkin (435) 668-6862 or dee@castlecliff.com | |

- | | |
|---|------|
| East Bradburn, Westminster, CO | 2005 |
| <ul style="list-style-type: none">• 125-unit mixed-density Master Plan and Construction Documents for rowhouses, duplexes, and lofts at approx. 13 du/acre• Owner/Developer: Kinglet LLC | |

- | | |
|---|------|
| Three Springs, Durango, CO | 2004 |
| <ul style="list-style-type: none">• Master Planning Collaboration, Neighborhood Design Guidelines, and Building Prototypes• For a 2,000-unit mixed-use, mixed-density neighborhood | |

Stapleton Design Book, Denver, CO 2000

- Neighborhood Standards, Architectural Standards, and Architectural Style Guidelines
- For the redevelopment of Stapleton International Airport.
- This development will at build-out have over 12,000 units in multiple mixed-use, mixed-density neighborhoods.
- Owner/Developer: Forest City Development

Eighth and Pearl, Boulder CO 1999

- Downtown mixed-use infill project, with 18,300 sf of retail and office space and 5 condominium units.
- Received a Charter Award from the Congress for the New Urbanism in 2000

Ninth and Pearl, Boulder, CO 1999

- Downtown mixed-use infill project, 14,000 sf.
- 4 contemporary loft-style residences and 7,000 sf of office and retail space.
- AIA Colorado Design Award, October 1999
- Historic Boulder Award of Excellence, 1999
- Owner/Developer: Frank Hagan, (303) 818 9253 or kauaisurf@earthlink.com

Main Street North, Boulder CO 2004

- Mixed-use, mixed-income development with 38,000 sf.
- Retail and office space along with 14 residential units, 30% deed-restricted affordable units.
- AIA/HUD Secretary Award for Mixed-Use/Mixed-Income Development, May 2005

West End Lofts, Boulder, CO 2003

- Downtown mixed-use infill project, 14,000 sf.
- Relocation and restoration of historic structure on site.
- 4 contemporary loft style residences. 7,000 sf of office and retail space.

North Court, Boulder CO 2004

- Mixed-use multi-family development with 9 work studios and 68 residences,
- 40% percent of which are deed-restricted affordable units.
- Owner/Developer: North Court LLC (A Joint Venture between Naropa University and Wolff Lyon Architects)

Foothills Community, Boulder, CO 2001

- Mixed-density affordable housing development with 75 units.
- NAHRO Award of Excellence, 2002
- Owner/Developer: Boulder Housing Partners (formerly City of Boulder Housing Authority)

Celia Saxon Neighborhood, Columbia, SC 1999

- Hope VI revitalization project with 256 homes and commercial center
- Hope VI grant awarded September, 1999

The Poplar Community, Boulder, CO 1996

- 14 deed-restricted affordable single-family homes.
- Homes built with 300 hours of sweat-equity per family and over 10,000 community volunteer hours.
- H.U.D. Blue Ribbon Practices in Housing & Community Development Award, 1998
- AIA Colorado Design Award, 1998

Department of the Navy, Pearl Harbor, Hawaii 2003

- Building Prototypes and Styles for a 2,000 unit Military Privatization Project
- Five separate sites; Master Plan refinement.
- Project awarded to Forest City Enterprises, Summer 2003

Syracuse Village, Denver, CO 2004

- 78 affordable homeownership units at Stapleton
- Contemporary design with a livable net density of approx. 35 du/ac

Northern Lights, Boulder, CO 2004

- 14 deed-restricted affordable duplex and carriage units on .89 acres.
- Homes built with 200 hours of sweat-equity per family.

Blue Vista, Longmont, CO 2004

- A Neighborhood Master Plan for 198 mixed-density residential units on 18 acres.
- Building prototypes for single family detached, duplex, townhouse, and apartment buildings.
- Over 50% of the homes are to be deed-restricted permanently affordable units.

Golden Run, Erie, Colorado 2001

- Master Plan, Capacity Studies, and Building Prototypes,
- 330 acre mixed-use, mixed-density development.

MATTHEW STAIS ARCHITECTS
Matt Stais will be joining the Wellington team on the Warren’s Station and other projects. Matt and his staff add considerable high country and sustainable design experience. A list of relevant project experience is provided below.

The Grand Lodge at Peak 7, Breckenridge, CO 2005-2013

- Master plan, architecture, and interiors for 114 condominium units and a first class array of amenities slopeside at the new Peaks of Breckenridge development, adjacent to the BreckConnect Gondola.
- Owner: Peak 7, LLC

Valley Brook Childcare Center, Breckenridge, CO 2007-2008

- Architectural design and coordination work for a new childcare facility that will accommodate 60 children. Building was designed to maximize energy efficiency, water use reduction, and resource conservation.
- Owner: Town of Breckenridge

Breckenridge Ski Resort:
Gondola Shop Building, Breckenridge, CO 2006

- Architectural design and coordination work for the BreckConnect Gondola Town Terminal and Shop Building, including a public plaza that connects to the Riverwalk and Transit Center, a shop building with ticket windows, offices, and service areas for gondola maintenance, and a future pavilion to enclose the gondola terminal.
- Owner: Vail Summit Resorts, Inc.

Summit County Materials Recovery Facility, Summit County, CO 2004-2006

- Architectural design and coordination work for new Materials Recovery Facility (MRF) at Summit County Landfill. The MRF was awarded two Green Globes for achievements in sustainable and is known for being the first green built facility of its kind.
- Owner: Summit County, CO

Wong Residence, Breckenridge, CO 2005-2007

- New custom home showcasing green building techniques and products, most notably ground source heating and cooling, the first such project in Summit County.

Grand Timber Lodge, Breckenridge, CO 1996-2005

- Master plan, architecture, and interiors of a five-star interval ownership project on nine acres of ski-in, ski-out property. Referred to as “the benchmark for large project development” in Breckenridge.
- Owner: Grand Timber Lodge Development Company

Beaver Run Children’s Center, Breckenridge, CO 2006

- Interior renovation of existing day care center to bring the facility into conformance with current practices and client requirements.

Woodward at Copper: Sustainable Design Review, Copper Mountain, CO 2007

- Sustainable design review of new commercial building seeking Green Globes certification.

Der Steiermark Condominiums, Breckenridge, CO 2002-2004

- Architectural design for exterior renovations of a condominium complex that was built in the 1970’s. MSA implemented a web-based project management program to successfully communicate with the Der Steiermark building committee.

Giampietro Pasta & Pizzeria, Breckenridge, CO 2003-2004

- Interior Remodel of Italian eatery. Design improved circulation of small and often crowded space.

Boatyard Grille, Frisco, CO 1996

- Renovation of an existing automotive repair garage into a lively restaurant/bar with an open kitchen.
- Breckenridge Arts District, Breckenridge, CO 2002
- MSA teamed up with Harry Teague Architects of Aspen to design a District Arts Master Plan, a new “arts campus” in the heart of downtown Breckenridge.

Breckenridge Theatre, Breckenridge, CO 2002-2003

- Renovation of an existing local landmark into a performance space for community use.

Park County Courthouse, Fairplay, CO 2003-2004

- Historic exterior restoration of “Colorado’s oldest working courthouse.”

St. Lawrence Arts & Community Center, Portland, ME 1997-2005

- Master plan and renovation of a congregational church that was built in 1898.

In addition to the projects listed above, Matt is a founding member of the Summit Green Building Project and has worked closely with building officials on the draft Summit Sustainable Building Code. Matt also serves on the Breckenridge Open Space & Trails Advisory Committee.

APPENDIX A. MEMORANDUM OF UNDERSTANDING

NOTE: This Memorandum of Understanding has not been reviewed or approved by Vail Resorts Development Company or Summit County

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into as of the ____ day of ____, 2008, and is intended to set forth the understanding of Summit County (“County”), Vail Resorts Development Company (“VRDC”) and Brynn Grey VII, LLC (“BGVII”) with respect to the development of Affordable Housing on the following described real property:

Wintergreen – First Filing

A tract of land being a portion of the South one half of the northwest one-quarter of Section 23, Township 5 South, Range 77 West of the sixth principal meridian Summit County, Colorado; containing 466083 square feet or 10.700 acres, more or less, together with all easements, appurtenances and water rights; and

Wintergreen – Filing No. 2

A tract of land being a portion of the northwest one quarter of Section 23, Township 5 South, Range 77, West of the sixth principal meridian, County of Summit, State of Colorado; containing 51.274 acres, more or less, together with all easements, appurtenances and water rights.

Also known as Wintergreen, Parcels A through E, Keystone Planned Unit Development (collectively referred to herein as the “Wintergreen Parcel”);

Introductory Matters

A. An Idea In February 2005 the Snake River Planning Commission was reviewing the Snake River Master Plan and it was suggested that a development similar to Breckenridge’s Wellington Neighborhood might be appropriate on the 60 acre Wintergreen Parcel. Meanwhile, the Summit County Board of County Commissioners has been concerned that the County’s lack of affordable housing threatened community diversity, vitality and character. Among the Commissioner’s concerns were: Traffic congestion and safety and the toll on quality of life, all resulting from workers commuting long distances between work and home; the need for people to be a part of the community in which they worked; rapid response of key safety personnel who lived outside of the community; decreased spending within the community as workers moved farther away from the County to find affordable housing; and loss of the sense and feel of a small town caused by increasing numbers of workers living farther away from where they worked.

B. Housing Needs Assessment, The 2005 Report The Commissioner’s affordable housing concerns were quantified by RRC Associates and the Summit County Housing Authority in the Summit County Housing Needs Assessment, Final Report, January, 2005. The report states: “It is estimated that between 1,055 and 1,218 homes priced under 120% AMI [*e.g., affordable to households earning less than 120% of the area median income*] will be needed by 2010.” (*Summit County Housing Needs Assessment, Final Report, January, 2005*, RRC Associates and the Summit County Housing Authority, page 7). And, the report specifically refers to the Wellington Neighborhood: “High quality projects of this type, which offer a

range of housing prices for locals with a mix of housing options, have proved in demand from and serve the employee market. Given the preference of single family homes by locals, methods for providing affordable single-family homes through private developer incentives, public-private partnerships and other means are encouraged to fill this gap in the market.” (*Summit County Housing Needs Assessment, Final Report, January, 2005*, RRC Associates and the Summit County Housing Authority, page 8).

C. Housing Needs Assessment, The 2007 Report More recently, RRC Associates, Inc., Rees Consulting, Inc. and the Summit County Housing Authority released the Summit County Housing Demand Analysis, 2007. Regarding locals housing preferences, “Based on the survey data, when Summit County’s residents look for places to live, they most value community character. Character, which included family orientation and neighborhood appeal, rated the highest among location considerations... These findings suggest that when planning ways to address demand for housing, emphasis should be as great on building neighborhood as building units.” (*Summit County Housing Demand Analysis, 2007*, RRC Associates, Inc., Rees Consulting, Inc. and the Summit County Housing Authority, page 11.)

D. The Keystone PUD Fourteen years ago the Ralston Purina Company, then owners of the Keystone Ski Resort, worked with County staff to create the Keystone PUD. At that time there was an abundant supply of housing for key permanent workforce such as school teachers, police officers, firefighters, small business owners, government employees, etc. Consequently, the Keystone PUD “affordable housing” provisions focused more on housing transient / seasonal employees than on providing key workforce homeownership opportunities. In addition, to meet the then perceived need, a complex set of formulas and monitoring mechanisms were created to ensure that the perceived need was being met. Now, fourteen years later, the formulas and monitoring mechanisms are not only a huge administrative burden on VRDC and County Planning staff, they also do not respond to or encourage development of housing to meet the current critical housing need, e.g., the need for key workforce homeownership opportunities.

E. The Developer The developer and its design and development team have extensive high altitude design, development and construction experience.

F. The Warren’s Station Vision Statement The Warren’s Station Vision Statement, dated March 17, 2008, sets forth an overall vision and pattern language for the development of affordable housing on the Wintergreen Parcel. The Vision Statement contemplates approximately 200 homes in a traditional neighborhood configuration. 60% of the homes would be detached single family homes and 40% double houses. 80% of the homes would be deed restricted with initial price restrictions and caps on future appreciation. 20% of the homes would be unrestricted market units. In addition, the Vision Statement provides for a community building which could house a child care center, post office, community meeting space, and, perhaps, a neighborhood coffee shop.

G. The Numbers Vail Resorts has provided County staff data supporting the conclusion that it currently is, and will remain in, full compliance with the Keystone

PUD affordable housing requirements. Specifically, Vail projects that at full build out it will generate the need for 419 Employee Housing Credits. The proposed Warren’s Station will generate between 540 to 600 Employee Housing Credits.

The Keystone PUD permits the following uses and density on the Wintergreen site: 40,000 square feet (40 equivalent units) commercial, 203 multi-family employee housing units and 40 single family, duplex or multi family employee units. The Warren Station Vision proposes: 10,000 square feet (10 equivalent units) commercial for the community, day care and postal building, 120 single family homes and 80 double houses.

H. The Summit County Housing Authority The Summit County Housing Authority has played a critical role in defining the County’s affordable housing need and in creating an ongoing mechanism to fund programs to meet this need. The Housing Authority has an important role to play in the Warren Station affordable housing program administration, including: Prospective resident education; prospective resident deed restriction qualifying, deed restriction compliance monitoring and reporting; and down payment assistance. It is anticipated that these services would be provided on a fee basis with the cost of these services being built into the purchase price of the homes.

I. This Memorandum of Understanding This MOU seeks to: Respond to the critical housing need in a creative and proactive manner; create a “public-private partnership” to meet this need; and, provide “private developer incentives”. More importantly, this MOU recognizes that first, all stakeholders must buy off on the “vision”; then, the developer and staff will identify where the vision may be in conflict with the provisions of the Keystone PUD and County Land Use Regulations; and, finally, the developer and staff will make recommendation, through the conventional planning process, where the Keystone PUD and Land Use Regulations should be amended, or least flexibility accorded, to allow fulfillment of the vision.

Process

1. The first step is the execution of this MOU is to ensure there is an understanding as to both the process and the terms required for Warren’s Station to proceed.
2. The second will be to process the Major PUD Amendment and related land planning and design matters through planning staff, the Snake River Planning Commission and the Board of County Commissioners.
3. Concurrently, it is anticipated that “business matters”, such as affordability price formulas, the terms of the deed restriction, source of market density, pricing formulas and developer incentives would be processed through the County Manager’s office and the Board of County Commissioners.
4. Final project approval would be in the form of Board of County Commissioners approval of the Major PUD Amendment and a resolution related to the “business matters” (the “Business Matters Resolution”).

Terms

5. The Major PUD Amendment and the Business Matters Resolution (collectively referred to as the “PUD Amendment”) will provide the following:
 - a) The Wintergreen parcel shall be developed consistent with the spirit of the Warren’s Station Vision Statement dated March 19, 2008 and, specifically, the density, building types and the architectural patterns set forth therein;
 - b) The Wintergreen land use designation would be modified to provide for the development of the Wintergreen parcel in a manner which will allow the following units to be constructed, consistent with the pricing formula set forth in Exhibit A to this MOU:
 - i) 33 deed restricted units priced between 80% and 100% of AMI, most likely two bedroom double houses and carriage houses;
 - ii) 86 deed restricted units priced between 100% and 120% AMI, most likely three bedroom double houses and single family residences;
 - iii) 53 deed restricted units priced between 120% and 150% AMI, most likely single family residences;
 - iv) 43 unrestricted, market units allowed to be sold at market, but subject to release as market units as affordable units are completed and sold on the basis of three affordable units sold for each market unit to be released.
 - c) The Wintergreen land use designation would be modified to provide for the development of the Wintergreen parcel in a manner which will allow density for the community building, child care center and coffee shop.
 - d) All residential units within the Wintergreen parcel will initially be subject to the Deed Restriction in form and substance as the Deed Restriction set forth in Exhibit B to this MOU; and
 - e) County development review fees, water and/or sewer PIFS, tap and development fees would be waived; however, ongoing operating fees and /or taxes would continue and be the resident’s responsibility.
6. The Keystone PUD would be modified to provide that upon VRDC’s sale of the Wintergreen Parcel to BGVII:
 - a) The Sagebrush Employee Housing buildings would be removed from the required inventory of on-site employee housing and the four constituent buildings could be razed; and
 - b) VRDC would be deemed to have “arranged” and satisfied all seasonal and affordable housing requirements arising under the Keystone PUD.
7. Given that affordable housing is a community priority, the Board of County Commissioners would request that planning staff, to the extent possible, provide expedited review and public hearing scheduling for all matters contemplated in this MOU.

Conditions

8. The parties stipulate and agree that this MOU is not intended, nor shall it be construed or interpreted to create a binding or legally enforceable agreement between the parties hereto. There shall be no legal or equitable remedies

available to either party resulting from a breach or alleged breach of the terms of this MOU. Nothing herein shall ever be admissible in any litigation or other judicial or administrative proceeding involving: the current Keystone PUD and/or the Summit County Land Use Regulations, or any other land use approvals governing the Wintergreen Parcel; this MOU; any statement made or documents prepared or submitted by the parties in connection with the negotiations leading up to the execution of this MOU; or consideration by the County of the proposed PUD Amendment.

- 9. The thoughts, concerns and opinions of those County Commissioners who participate in the approval of this MOU or any agreement contemplated by this MOU shall not be construed or interpreted for any reason as a prejudgment of an actual development permit application which may hereafter be submitted by BGVII with respect to the Wintergreen Parcel and shall not form the basis of any claim that any County Commissioner should be disqualified from reviewing the subsequent development permit application submitted by BGVII.

SUMMIT COUNTY

By: _____
Gary Martinez, County Manager

VAIL RESORTS DEVELOPMENT COMPANY

By: _____
Alex Iskendarian, Vice President

BRYNN GREY VII, LLC

By: _____
David O’Neil, Manager

EXHIBIT A Restricted Homes, Affordability Benchmarks

	Purchase Price	Purchase Price	Purchase Price	
	Affordable to	Affordable to	Affordable to	
	Under 100%	Under 120%	Under 150%	
Building Type	AMI	AMI	AMI	Total
Small Lot Single Family			38	38
Small Lot Single Family and/or 3 Bdrm Double House		84		84
2 Bedroom Double House, Carriage House and/or Equivalent	38			38
Total	38	84	38	160

Purchase Price Affordability calculated as follows:

Then current Area Median Income for four person household determined by the US Dept. of Housing and Urban Development for Summit County for the Federal fiscal year of Oct. 1-Sept. 30, or successor index, or if no successor index, such other generally accepted index selected by the Town, (“AMI”)	\$_____
Multiplied by applicable AMI percentage (100%, 120% or 150%)	\$_____
Divided by number of months in year (12)	\$_____
Times 30% (amount available for housing cost)	\$_____
Less \$250 (amount for taxes, insurance, HOA fees and private mortgage insurance)	\$_____
Subtotal (amount available for Mortgage Payment)	\$_____
Mortgage Amortization Calculation (from Amortization Table or calculator)	
Amortization 30 years	
Interest Rate then current 30 yr. fixed rate or 6%, whichever is lower *	
Mortgage Payment calculated above	
Equals Mortgage Amount	\$_____
Divided by .95 (Mortgage Amount plus 5% downpayment) equals Affordable Purchase Price	\$_____

* Wall Street Journal national index, Western Region, or successor index, or if no successor index, such other generally accepted index mutually agreeable to the parties.

Exhibit B: Deed Restriction

EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT

THIS EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT ("Restrictive Covenant") is made and entered into at Breckenridge, Colorado this ____ day of _____, 2008, by and between BRYNN GREY VII, LLC, a Colorado limited liability company("Developer") and the SUMMIT COUNTY ("County").

Recitals

A. Developer is owner of record of the real property situate in the County of Summit and State of Colorado and described in **Exhibit A** attached hereto and incorporated herein by this reference (“Property”).

B. Developer has heretofore requested County to amend the Keystone PUD as relates to the property and allow for the development of affordable housing consistent with the Warren Station Vision Statement, dated March 17, 2008;

C. County has previously agreed to amend the Keystone PUD and to issue to Developer Development Permit No. _____ ("Development Permit").

D. It is a condition of the Keystone PUD Amendment and the Development Permit that the Developer create a valid and enforceable covenant running with the land which assures that certain of the units to be developed on the Property will be used solely by Qualified Occupants, subject to limited exceptions provided for herein.

E. Under this Restrictive Covenant Developer intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use of the units described and provided for herein shall be and are covenants running with the land and are intended to be and shall be binding upon the Developer and all subsequent owners of such units for the stated term of this Restrictive Covenant, unless and until this Restrictive Covenant is released and terminated by the County in the manner hereafter described.

F. The parties acknowledge that by entering into this Covenant the County has acted in its proprietary capacity for the management of the Project in which it has an interest, and for the private advantage of its residents and for itself as a legal entity.

Agreement

NOW, THEREFORE, in satisfaction of the conditions in the Annexation Agreement and Development Permit and in consideration of the issuance of the Development Permit, and other good and valuable

consideration, the sufficiency of which is hereby acknowledged by Developer, the Developer and the County agree as follows:

1. Definitions. As used in this Restrictive Covenant:

A. “AMI” means the annual median income of a family of four (4) for Summit County, Colorado as determined by the United States Department of Housing and Urban Development from time to time, or such successor index or figure as said Department may establish.

B. "Affordability Restrictions" means, collectively, the Ownership Restrictions, Occupancy Restrictions and Resale Restrictions.

C. "Occupancy Restrictions" means those restrictions on the occupancy of the Units as set forth in Section 3 hereof.

D. “Ownership Restrictions” means those restrictions on the ownership of the Units as set forth in Section 2 hereof.

E. “Permitted Improvements” means the addition of a garage or storage space to a Residential Unit or the improvement of unfinished space in a Residential Unit allowed to be finished and occupied under the Uniform Building Code in effect at the time of such improvement, but does not include any other improvements, upgrades or work on or expenses incurred in connection with the Residential Unit.

F. “Project” means the affordable housing development to be constructed on the Property, consisting of: approximately two hundred (200) Residential Units subject to the Affordability Restrictions, one hundred sixty (160) of which shall continue to be subject to the Affordability Restrictions and up to forty (40) of which may be released from this Restrictive Covenant as provided for in Section 5 hereof; up to ten thousand (10,000) square feet of commercial space; and certain open space and common elements, collectively to be known as Warren’s Station.

G. "Property" means the real property located in the County of Summit and State of Colorado, as further described on **Exhibit A** attached hereto, against which this Covenant shall be recorded.

H. "Qualified Occupant" means a person eighteen (18) years of age or older who, during the entire period of his or her occupancy of the Property, earns his or her living by working in Summit County, Colorado an average of at least thirty (30) hours per week, together with such person's spouse and minor children, if any.

I. "Resale Restrictions" means those restrictions on the resale by Unit Owners of the Residential Units as set forth in Section 4 hereof.

J. "Residential Unit" means a physical portion of the Project to be constructed for purposes of residential use only and to be created as a separate transferrable real property interest by the filing of subdivision plat(s), condominium map(s) or similar plat(s) or map(s) for some or all of the Property, and does not mean or include any physical portion of the Project constructed for purposes of commercial use.

K. "Unit Owner" means a natural person or persons at any time taking and holding title to a Residential Unit, but does not include any entity, whether a corporation, partnership, limited liability company or similar entity which is not a natural person or an individual. Such natural person or persons shall be deemed a "Unit Owner" hereunder only during the period of his, her or their ownership interest in the Residential Unit. "Unit Owner" does not include a person or entity having an interest in a Residential Unit solely as security for the performance of an obligation.

2. Ownership Restriction. Title to each Residential Unit shall be taken and held only in the name of a Unit Owner, except in the event title is transferred by means of a public trustee’s or sheriff’s deed or by a deed in lieu of foreclosure of a deed of trust or mortgage, in which case such an entity shall take, hold and transfer title subject to the terms and conditions of this Restrictive Covenant, including specifically, but not limited to, the Resale Restrictions and the Occupancy Restrictions.

3. Occupancy Restriction.

A. General Restriction. Except as expressly provided in Subsection 3.B. hereof, each Residential Unit shall be used and occupied only by Qualified Occupants and by no one else, except as expressly provided herein.

B. Exceptions. Notwithstanding the provisions of the preceding

Subsection 3.A., it shall not be a violation of this Covenant if: (i) rooms within a Residential Unit are rented to Qualified Occupants sharing the Residential Unit with the Unit Owner;

(ii) a Residential Unit is rented for use and occupancy as Employee Housing for a maximum cumulative total of twelve (12) months during the time of ownership by a Unit Owner; (iii) a Residential Unit is owned or occupied by a person age fifty five (55) years or older who works at paid employment in Summit County, Colorado at least fifteen

(15) hours per week on an annual basis during the entire period of his or her ownership or occupancy of the Residential Unit, together with such person's spouse and minor children, if any; (iv) a

Residential Unit is owned or occupied by a person otherwise authorized to own or occupy the Residential Unit pursuant to this Restrictive Covenant who becomes disabled after commencing ownership or occupancy of the Residential Unit such that he or she cannot work the required number of hours each week required by this Restrictive Covenant, provided, however, that such person shall be permitted to own or rent the Residential Unit for a maximum period of one (1) year following the commencement of such person's disability unless a longer period of ownership or occupancy is authorized by the County; and (v) guests visiting a Qualified Occupant and paying no rent or other consideration.

4. Resale Restriction.

A. Resale Price Limit. The total price for which a Residential Unit may be sold by a Unit Owner shall be the total of:

- (i) *Purchase Price.* The selling Unit Owner’s purchase price; and
- (ii) *Permitted Improvements.* The cost of Permitted Improvements to any Residential Unit made within five (5) years of the date of the purchase by the first Unit Owner of each such Residential Unit from Developer, provided, however, that in no event shall said additional amount hereunder exceed cumulatively fifteen percent (15%) of the original purchase price for such Residential Unit paid by the first Unit Owner to the Developer. In calculating the additional amount under this Subsection, only a Unit Owner’s actual out-of-pocket costs and expenses for labor and materials shall be eligible for inclusion, provided, however, that if a Unit Owner purchases only materials and does not pay any third party for labor, then such amount to be added for Permitted Improvements shall include an amount attributable to the Unit owner’s personal labor or “sweat equity” determined by multiplying the amount paid for materials times two (2). A Unit Owner must submit to the County a copy of a development or other permit and a certificate of occupancy or compliance for the Permitted Improvements and copies of invoices,

receipts or other similar evidence of the costs and expenses for labor and materials or materials alone on or before the end of five and one-half (5½) years from the date of the purchase of a Residential Unit by the first Unit Owner from Developer. The County shall provide each Unit Owner making a proper submission for Permitted Improvements with a receipt or certificate verifying the amount of such Permitted Improvements and, after such receipt or certificate is issued to a Unit Owner by the County, no subsequent Unit Owner may challenge the verified amount for those Permitted Improvements.

B. Adjustment to Price Limit. The amount of the Price Limit determined in accordance with the preceding Subsection 4.A. may be increased by multiplying the Price Limit times the greater of:

- (i) The percentage determined by adding one plus one-quarter percent (.25%) per month times the number of whole months from the date of a Unit Owner’s purchase to the date of a Unit Owner’s sale of the Residential Unit; or
- (ii) The percentage determined by dividing the amount equal to 100% of AMI most recently released prior to a Unit Owner’s sale by the amount equal to 100% of AMI in effect at the time of a Unit Owner’s Purchase.

The sum of the foregoing Subsections 4.A.(i) and (ii) shall be referred to the “Price Limit”.

The resale price so calculated shall be the “Adjusted Price Limit”.
NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY THE COUNTY, THE DEVELOPER, OR ANY OTHER PARTY, THAT THE UNIT OWNER WILL BE ABLE TO OBTAIN THE MAXIMUM SALE PRICE, AND THE COUNTY AND DEVELOPER HEREBY DISCLAIM ANY SUCH REPRESENTATION OR WARRANTY THAT MIGHT OTHERWISE BE ALLOWED OR ATTRIBUTED.

C. Permitted Sales Costs. A Unit Owner shall be allowed to add to the Adjusted Price Limit the following costs incurred in connection with the sale of a Residential Unit:

- (a) Actual real estate sales commission paid by a Unit Owner, not to exceed seven (7%) percent;
- (b) Premium for owner’s title insurance policy;
- (c) Cost of a tax certificate; and
- (d) Other normal and customary closing costs

incurred by sellers for similar sales in Summit County, Colorado which costs shall not include appraisal or inspection costs.

D. Appreciating Limiting Promissory Note and Deed of Trust. At the time of each sale of a Residential Unit, beginning with the first such sale by Developer to a Unit Owner, the purchaser(s) of each Residential Unit shall execute an Appreciating Limiting Promissory Note in the form attached hereto as **Exhibit B** (“Note”) and a form of Deed of Trust to a public trustee encumbering the Residential Unit to secure strict compliance with the terms of the Note, containing a strict due on sale provision and acceptable to the County Attorney of the County (“Deed of Trust”). At the time of each closing of the transfer of title to a Residential Unit, a new Note shall be executed by the purchaser(s) and delivered to the County and a Deed of Trust shall be executed by the purchaser(s) and recorded in the Summit County, Colorado real estate records. At the time of closing of each transfer of title to a Residential Unit subsequent to the first transfer by Developer, the Adjusted Price, Limit shall be determined by the County in accordance with this Section

1 The County shall mark each Note as paid and execute a request for release of deed of trust on verification to the County, by the title company or other independent agent responsible for closing on the transfer of title to a Residential Unit, that the amount paid for the purchase of the Residential Unit does not exceed the Adjusted Price Limit or that, if the price exceeds the Adjusted Price Limit, the amount of such excess will be paid to the County. If title to a Residential Unit is transferred without obtaining the release of a Deed of Trust securing a Note in favor of the County, the County, among other rights available to it, shall have the right to foreclose said Deed of Trust.

2 Release of Up to Forty Residential Units. Developer shall be entitled to the release from this Restrictive Covenant of Residential Units constructed or allowed to be constructed as a part of the Project on the basis of one such Residential Unit to be released for each three Residential Units completed and sold to Unit Owners for prices within the price ranges set forth in **Exhibit C** attached hereto. Such releases to be executed by the County shall be for lots created by the filing of a subdivision or resubdivision plat for one or more of the tracts identified on **Exhibit A**, and lots allowed to have multiple Residential Units constructed thereon shall be released only if the number of Residential Units Developer is entitled to have released is equal to or greater than the number of Residential Units allowed to be constructed on a lot to be released from this Restrictive Covenant. Developer may request such releases each time three Residential Units have been completed and sold to Unit Owners for prices within the price ranges set forth in **Exhibit C** or may cumulate the right to such releases and request the release of a number of Residential Units determined by dividing the number of Residential Units completed and sold to Unit Owners for prices within the price ranges set forth in **Exhibit C** by three and rounding down to a whole number.

6. Records; Inspection; Monitoring.

A. The Developer's records with respect to the use and occupancy of the Property shall be subject to examination, inspection and copying by the County or its authorized agent upon reasonable advance notice. The County or its authorized agent shall also have the right to enter into the Property for the purpose of determining compliance with the provisions of this Restrictive Covenant; provided, however, that the County or its agent shall first attempt to secure the permission of any occupants of the Property prior to making entry.

B. The Developer shall submit any information, documents or certificates requested from time to time by the County with respect to the occupancy and use of the Property which the County reasonably deems necessary to substantiate the Developer's continuing compliance with the provisions of this Covenant. Without limiting the generality of the foregoing, not later than December 31st of each year the

Developer shall submit to the County verification, under oath, of Developer's continuing compliance with the provisions of this Covenant.

1 Default; Notice. In the event of any failure of the Developer to comply with the provisions of this Restrictive Covenant, the County may inform the Developer by written notice of such failure and provide the Developer a period of time in which to correct such failure. If any such failure is not corrected to the satisfaction of the County within the period of time specified by the County, which shall be at least thirty (30) days after the date any notice to the Developer is mailed, or within such further time as the County determines is necessary to correct the violation, but not to exceed any limitation set by applicable law, the County may without further notice declare a default under this Restrictive Covenant effective on the date of such declaration of default; and the County may then proceed to enforce this Restrictive Covenant as hereafter provided.

2 Equitable Relief. Developer agrees that in the event of Developer's default under or non-compliance with the terms of this Restrictive Covenant, the County shall have the right of specific performance of this Restrictive Covenant and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for in this Paragraph 12 may be sought singly or in combination with such legal remedies as the County may be entitled to, either pursuant to the provisions of this Restrictive Covenant or under the laws of the State of Colorado.

3 Liquidated Damages. The Developer acknowledges that the unavailability of adequate employee housing within Summit County requires the expenditure of additional County funds to provide required governmental services and thereby

results in an economic loss to the County. The County and the Developer further recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the County in such circumstance. Accordingly, instead of requiring such proof, County and Developer agree that Unit Owner shall pay to County the sum of \$100 per day for each day in which the Property is not used in strict compliance with the provisions of Paragraph 3 of this Covenant. Such amount is agreed to be a reasonable estimate of the actual damages which the County would suffer in the event of a violation of Paragraph 3 of this Covenant. The provisions of this Paragraph 9 shall not apply to any violation of this Covenant other than a violation of Paragraph 3. The liquidated damages provided herein shall commence as of the date on which the Property is first used in violation of Paragraph 3 of this Restrictive Covenant, and not on the date when the County learns of such violation or on the date when the County gives notice of default as provided in Paragraph 7.

Further, the total amount of liquidated damages payable to the County under this Paragraph 9 shall in no event exceed the then-current value of the Property. The liquidated damages provided for in this

Paragraph 9 may be collected personally from the Developer by the County, either singly or in combination with an action for equitable enforcement of this Covenant as provided in Paragraph 8 of this Restrictive Covenant.

1 County Authority To Enforce. The restrictions, covenants and limitations created herein are for the benefit of the County which is given the sole power to enforce this Restrictive Covenant in the manner herein provided.

2 Waiver; Termination; Modification Of Covenant. The restrictions, covenants and limitations created herein may be waived, terminated or modified with the written consent of both the Developer and the County. In addition, after Residential Units have been sold to Unit Owners and mortgages or deeds of trust have been filed of record against Residential Units, the Developer and the County reserve the right to amend this Restrictive Covenant: to provide clarification to any provisions hereof which may be unclear or subject to differing interpretations; to correct any errors identified herein; or to amend the Affordability Restrictions to reduce or eliminate such restrictions as the Developer and the County may deem to be in the best interests of the Project or for the Unit Owners, provided that, if the Developer no longer has any interest in the Property or any of the Residential Units, such amendments may be made by the County alone. No such waiver, modification, or termination shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado. The County may also terminate

this instrument by recording a release in recordable form without the signature of Developer. For convenience, such instrument may run to "the owner or owners and parties interested" in the Property.

3 Statute of Limitations. Developer hereby waives the benefit of, and agrees not to assert in any action brought by the County to enforce the terms of this Restrictive Covenant, any applicable statute of limitation which might otherwise operate to bar the ability of the County to enforce this Restrictive Covenant, including, but not limited to, the provisions of §38-41-119, C.R.S. In the event that any statute of limitations may lawfully be asserted by Developer in connection with an action brought by the County to enforce the terms of this Restrictive Covenant, it is agreed between Developer and County that each and every day during which any violation of the terms of this Restrictive Covenant occurs shall be deemed to be a separate breach of this Restrictive Covenant for the purposes of determining the commencement of the applicable statute of limitations period.

13. Developer's Covenant Of Title And Authority. Developer covenants, represents and warrants to the County that Developer has good and marketable title to the Property and full and complete legal authority to execute and deliver this Restrictive Covenant to the

County; subject only to the following liens or encumbrances: and taxes for 1999 and subsequent years.

4 No Conflicting Agreement. Developer covenants, represents and warrants to the County that the execution and delivery of this Restrictive Covenant to the County will not violate any agreement now existing with respect to the Property. Developer shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this Restrictive Covenant, and in any event, it is agreed that the provisions of this Restrictive Covenant are paramount and controlling as to the rights, obligations and limitations herein set forth and shall supersede any other provision in conflict herewith.

5 Entire Agreement. This Restrictive Covenant constitutes the entire agreement and understanding between the parties relating to the subject matter of this Restrict Covenant, and supersedes any prior agreement or understanding relating thereto.

6 Severability. In case one or more of the provisions contained in this Restrictive Covenant or any application hereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Restrictive Covenant and the application thereof

shall not in any way be affected or impaired thereby.

7 Attorney's Fees. If any action is brought in a court of law by either party to this Restrictive Covenant concerning the enforcement, interpretation or construction of this Restrictive Covenant, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

8 Notices. Except as otherwise provided, all notices provided for or required under this Restrictive Covenant shall be in writing, signed by the party giving the same, and shall be deemed properly given when actually received or two (2) days after mailed, postage prepaid, certified, return receipt requested, addressed to the parties hereto at their addresses appearing on the signature pages. Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications.

9 Applicable Law. This Restrictive Covenant shall be interpreted in all respects in accordance with the laws of the State of Colorado.

10 Recording. This Restrictive Covenant shall be placed of record in the real property records of Summit County, Colorado.

11 Binding Effect and Running with the Land. This Restrictive covenant shall be binding upon, and inure to the benefit of the parties, their respective heirs, successors, assigns, legal

representatives and personal representatives, and all subsequent owners of the Property or any interest therein, and shall run with the land. The Developer agrees that this Restrictive Covenant does not constitute an unreasonable restraint on alienation of the Property or interests therein and that any and all requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this Restrictive Covenant to constitute a restrictive covenant running with the land shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that the covenants, conditions and restrictions set forth herein run with the land. Each and every contract, deed or other instrument hereafter executed conveying the Property or any portion thereof shall expressly provide that such conveyance is subject to this Restrictive Covenant; provided, however, that the covenants, conditions and restrictions contained

SUMMIT COUNTY

Notary Public

EXHIBIT A
TO
EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT

Description of property subject to Restrictive Covenant

Wintergreen – First Filing
A tract of land being a portion of the South one half of the northwest one-quarter of Section 23, Countyship 5 South, Range 77 West of the sixth principal meridian Summit County, Colorado; containing 466083 square feet or 10.700 acres, more or less, together with all easements, appurtenances and water rights; and

Wintergreen – Filing No. 2
A tract of land being a portion of the northwest one quarter of Section 23, Countyship 5 South, Range 77, West of the sixth principal meridian, County of Summit, State of Colorado; containing 51.274 acres, more or less, together with all easements, appurtenances and water rights.

Also known as Wintergreen, Parcels A through E, Keystone Planned Unit Development (collectively referred to herein as the “Property”);

EXHIBIT B
TO
EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT

Appreciation Limiting

Promissory Note
(the “Note”)

For Amounts Collected by Maker in Excess
of Adjusted Price Limit

Breckenridge,
Colorado

Date

_____ (the “Maker”) after date, for value received, promise to pay to the order of the SUMMIT COUNTY, P.O. Box _____, Breckenridge, Colorado 80424, immediately upon any Sale of the Property an amount equal to the Gross Proceeds in excess of the Adjusted Price Limit plus Permitted Sales Costs.

As used in this Note the terms set forth below shall have the meanings provided:

“Residential Unit” means the property subject to the Deed of Trust securing compliance with this Note.

“Sale” means the sale or transfer of the Residential Unit or any interest therein.

“Gross Proceeds” means the total value of all consideration given Purchaser in connection with a Sale.

“Adjusted Price Limit” means an amount determined in accordance with the following:

The total consideration paid by Maker for the purchase of the Residential Unit of _____, 19_____ at _____
Permitted Improvements as provided for in Subsection 4.A.(ii) of the Employee Housing Restrictive Covenant and Agreement filed in the Summit County, Colorado Real Estate Records on the day _____ Reception No. + (“Restrictive Covenant”)
The Price Limit
Covenant x

Adjustment to Price Limit of .25% per month or increase in AMI as provided for in Subsection 4.B. of the Restrictive

Adjusted Price Limit

“Permitted Sales Costs” means those costs allowed to be added to the Adjusted Price Limit as provided for in Subsection 4.C. of the Restrictive Covenant.

Purchaser may, at its election, reduce the amount of Gross Proceeds so as to reduce any amounts owing hereunder.

The Note shall not bear interest and shall be due and payable upon Purchaser’s Sale of the Property.

This Note shall be subordinate to a conventional first deed of trust where 100% of the proceeds are used in connection with purchasing the Property.

It is agreed that if this Note is not paid when due or declared due hereunder, the amount due shall draw interest at the rate of 15% per annum, and that the failure to make any payment of principal or interest when due or any default under any encumbrance or agreement securing this Note shall cause the whole Note to become due at once, or the interest to be counted as principal, at the option of the holder of the Note. The makers and endorsers hereof severally waive presentment for payment, protest, notice of non-payment and of protest, and agree to any extension of time of payment and partial payments before, at or after maturity, and if this Note or interest thereon is not paid when due, or suit is brought, agree to pay all reasonable costs of collection including reasonable attorney fees, and if foreclosure is made by the Public Trustee, reasonable attorney fees to be added by the Public Trustee to the cost of foreclosure.

This Note is secured a deed of trust on the Residential Unit described as Lot _____, Warren Station, according the Plat thereof filed in the Summit County, Colorado Real Estate Records on the day of _____, _____, at Reception No. _____, which deed of trust shall be subordinate to a first Deed of Trust securing payment of the balance of the purchase price for such Residential Unit not paid in cash.

EXHIBIT C
TO
EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT

	Purchase Price	Purchase Price	Purchase Price	
	Affordable to	Affordable to	Affordable to	
	Under 100%	Under 120%	Under 150%	
Building Type	AMI	AMI	AMI	Total
Small Lot Single Family			38	38
Small Lot Single Family and/or 3 Bdrm Double House		84		84
2 Bedroom Double House, Carriage House and/or Equivalent	38			38
Total	38	84	38	160

Purchase Price Affordability calculated as follows:

Then current Area Median Income for four person household determined by the US Dept. of Housing and Urban Development for Summit County for the Federal fiscal year of Oct. 1-Sept. 30, or successor index, or if no successor index, such other generally accepted index selected by the Town, (“AMI”)	\$ _____
Multiplied by applicable AMI percentage (100%, 120% or 150%)	\$ _____
Divided by number of months in year (12)	\$ _____
Times 30% (amount available for housing cost)	\$ _____
Less \$250 (amount for taxes, insurance, HOA fees and private mortgage insurance)	\$ _____
Subtotal (amount available for Mortgage Payment)	\$ _____
Mortgage Amortization Calculation (from Amortization Table or calculator)	
Amortization 30 years	
Interest Rate then current 30 yr. fixed rate or 6%, whichever is lower *	
Mortgage Payment calculated above	
Equals Mortgage Amount	\$ _____
Divided by .95 (Mortgage Amount plus 5% downpayment) equals Affordable Purchase Price	\$ _____

* Wall Street Journal national index, Western Region, or successor index, or if no successor index, such other generally accepted index mutually agreeable to the parties.

APPENDIX B: SATISFYING THE HOUSING OBLIGATION - THE NUMBERS

Vail Resorts estimated residential and commercial employee generation will result in an Employee Housing Credit (“EHC”) of 358 credits. The proposed Keystone Affordable Housing Vision will result in the creation of 540 to 600 EHC’s. As stated earlier, the Summit County Housing Needs Assessments demonstrate a preference for single family homes and places with community character. “Character, which included family orientation and neighborhood appeal, rate the highest among location considerations... when planning ways to address demand for housing, emphasis should be as great on building neighborhood as building units.”¹



Employee Housing Projections, Keystone PUD

Jul-07

Additional Residential (Neighborhood)		Unit Count	Employee Generation Multiplier	Employee Estimate
Hunki Dori Redevelopment (River Run)		182	0.3 emp/unit	54.6
Gold Bug Redevelopment (River Run)		182	0.3 emp/unit	54.6
Mtn. House		588.5	0.3 emp/unit	176.55
Mtn. House addtl. Density		0	0.3 emp/unit	0
East of East Lake (Lakeside)		65	0.3 emp/unit	19.5
West of Lodge (Lakeside)		65	0.3 emp/unit	19.5
Seasons Phase II (Lakeside)		40	0.3 emp/unit	12
Conf. Center Hotel (Lakeside)		300	0.6 emp/unit	180 (if converted to 100 MF, emp. estimate = 30)
Conf. Center MF (Lakeside)		18	0.3 emp/unit	5.4
Density Bank (Lakeside)		14	0.3 emp/unit	4.2
				526.35 employees generated
				0.4 40% requirement
				210.54 EHC needed to for future residential density
Additional Commercial		Additional Square Footage	Employee Generation Multiplier	Employee Estimate
River Run		37,586	3.46 emp/1,000 s.f.	130.0
Mtn. House		55,456	3.46 emp/1,000 s.f.	191.9
				321.9 employees generated
				0.4 40% requirement
				128.8 EHC needed for future commercial density
Keystone Payroll Total, 2006-2007 Season				
				Employees (FTE)
				1984.0
				0.05 5% growth, resort support + adjacent operations
				99.2 employees generated
				0.4 40% requirement
				39.7 EHC needed for future employee growth
				379.0 Total EHC needed for Keystone PUD
				40 Sagebrush Replacement
				(10.8) Surplus with 40 Sagebrush
				408.2 TOTAL EHC AT BUILD OUT

Wintergreen EHC Analysis as of March 17, 2008						
Unit Type	EHC Calculation		180 Home Build Out		200 Home Build Out	
	Bedrooms	EHC	Units	EHC	Units	EHC
Single Family, Restricted	3	4	72	288	80	320
Double House, Restricted						
2 bdrm	2	3	36	108	40	120
3 bdrm	3	4	36	144	40	160
Market SF			36		40	
Total			180	540	200	600

APPENDIX C: PERMITTED USES AND DENSITY COMPARISON
EXISTING V. PROPOSED

<u>Permitted Uses and Density</u>	<u>Original PUD</u>	<u>Proposed</u>
Commercial	40,000 (40 Equivalent Units)	10,000 (10 Equivalent Units)
Multi-Family Employee Housing Units	203	-
Single Family, Duplex or Multi-Family Employee Units	40	-
Single Family, Restricted	-	72 – 80
Double House, Restricted	-	72 – 80
Single Family, Market	-	36 – 40
Total Units	283	190 – 210

APPENDIX D: BENEFITS OF AFFORDABLE HOUSING

COMMUTING

- Reduced traffic congestion and air pollution;
- Eliminating long and dangerous commutes (especially during the winter months when roads cannot safely handle traffic flows);
- Divert personal time from commuting to community, family, friends and recreation;
- Reduce need for two cars to one car (with considerable dollar savings --- car payments, maintenance, insurance, gasoline --- and environmental benefits);

QUALITY OF LIFE

- Workforce involved in community where they work during the day and after hours (volunteers, soccer coaches, board members, etc.);
- Workforce families involved in communities where they work (children in nearby schools, significant others working near one another);
- Fast response times by key emergency personnel who now live in the communities which they serve;

WORKFORCE / LABOR IMPACTS

- Key competitive advantage to ski company, major resort employers, local stores and service businesses for recruiting and retaining the best people;
- Offering prospective employees an opportunity to own a home in a traditional neighborhood close to work provides a tremendous incentive unavailable in any other mountain resort;
- Lower job turnover and absenteeism;
- Reduced pressure on wages because of reduced housing and commuting costs;
- Reduced need to import workers from outside the community;

FAMILIES

- Young families, whose need for living space increase with family size, can remain in the community;
- Elderly can find suitable housing to live near their children;
- Community character preserved;

ECONOMIC IMPACT

- Steady employment for local contractors; and
- Ongoing, recurring sales tax revenue from permanent resident expenditures.

APPENDIX E: WELLINGTON NEIGHBORHOOD RESIDENT COMMENTS

In connection with the Wellington Neighborhood second phase approval process, a number of Wellington Neighborhood and town residents sent emails weighing in on the merits of a second phase. Their emails follow:

Dear Mr. Mosher,

I am writing to voice my support for the Wellington Neighborhood’s development proposal.

As a mother of three young children (now ages 2, 4, and 6), I spent five years isolated in a small cabin in a neighboring county wondering how we were ever going to be able to afford to live in this town that we love so much. We would work tremendously hard (in Breckenridge), but it always seemed so out of reach.

And then we found a home on Summer Green in the Wellington Neighborhood. I am so grateful each day for this neighborhood, the amazing friendships we have made, and the quality of life we enjoy. It’s actually difficult to put it into words. Even now that the financial barriers aren’t so much an issue, we know that this will be our home for a very long time.

We have been residents of Summer Green for nearly 2 years. In these 10 homes, there are 13 kids. Our friends and neighbors who visit us often comment that this is a neighborhood from another era. I know all the neighbor kids. There is a place for them at my table. They come into my home, play a bit, play outside, go to the neighbors’, play some more, pop back outside, play some more. There are Summer Green “dance recitals” at least weekly; impromptu soccer and t-ball games, and lots and lots of bikes and scooters. My worry is no longer stranger-danger and traffic - or loneliness and isolation. It’s whose house my kids’ shoes ended up in at the end of the day.

In the past two years, I have grown to so respect and admire David O’Neil and his vision. I believe so strongly in his concept and in his personal respect and sense of caring for families. This community has naturally attracted people who share the values that the neighborhood represents: family, friends, safety, the environment, and recreation.

It’s worth nothing that, as residents of this neighborhood, my husband and I drive far less than we ever have before. We ride our bikes in the summer, and we walk and take the bus in the winter.

My daughters are already planning which Wellington Neighborhood Green they want to live on when they raise their own children. More homes in this neighborhood will strengthen our community even further and provide more people some degree of hope for a safe, beautiful place to raise their children.

We fully support this proposal. Please don’t hesitate to contact me if I can offer any additional information on our experience in the Wellington neighborhood or any additional support.

Susie Cortright

My wife and I have lived in the Wellington Neighborhood for four years. We moved here from the Wash DC area and are here because it is the best and most affordable place of quality to live in the I-70 corridor. More of a good thing is going to be of major benefit to Breckenridge and the Summit County community. Recommend immediate approval of the next phase of the community.

Chuck and Sue Schettler

Michael,

I just wanted to send an email as the Town considers David O’Neil’s proposed expansion of the Wellington Neighborhood. As a homeowner (9 Rodeo Drive) in that neighborhood, I can say that Mr. O’Neil and everyone involved in the creation of the neighborhood have done an exceptional job of adhering to an admirable vision. The development has provided a terrific home ownership option for working families who would like to reside in Breckenridge. Although some similarly priced free market condos and townhomes exist in or near Breckenridge, their general quality is far lower than any of the homes in the Wellington neighborhood. Homeowners in the Wellington neighborhood also enjoy a sense of community that is rarely available to owners of small condos and townhomes in complexes that are traditionally more transient. I believe the development goes along way toward preserving a year-round working population.

The fact that the Wellington neighborhood ultimately exists on an area previously ravaged by mining, and has utilized a compact area for the benefit of the greatest number of homes, represents smart development. Rather than encourage further sprawl of homes on hillsides at the expense of our pristine forests and wildlife habitat, the Wellington neighborhood utilizes the greatest density possible while limiting impact on our natural setting- it clears out mine tailings and dredge piles to make room for homes!

With this in mind, the only reservation I would have would be with regard to the visual impact of the proposed community building and its signature tower. In as much as the development allows for density that does not interfere with the natural environment, the creation of the community building and tower should maintain this same principle. I believe it can be done in a way that does not interfere with existing homeowner’s view corridors to the Tenmile Range. This concern has been shared with Mr. O’Neil by homeowners on Rodeo Drive who would be most affected by the structure, and I am confident that he will consider those thoughts moving forward. It is my feeling that the man-made structure should be harmonious with the design of the neighborhood, is limited in height so as to preserve existing view corridors, and meshes with the overall philosophy of the development. I believe this is a landmark development in mountain resort towns, where the creation of affordable housing has been done in a reasonably discreet way with the greatest positive community impact and the least possible natural impact.

I look forward to the realization of the vision for this development. I support the proposal with the caveat that the community building is constructed in a fashion consistent with the overall philosophy of the development- it cannot intrude on the natural setting. I would assume that this is the goal anywhere in the valley- to preserve view corridors and encourage development that is harmonious with the natural setting.

I appreciate your consideration of this email as you discuss the Wellington proposal.

Jon Mobeck

Michael,

I wish to throw in my support for the new development in the Wellington Neighborhood and the meeting tonight. As a resident of the Wellington Neighborhood for over four years, I have seen the Neighborhood grow from fifteen families to over one hundred. Each new wave of people moving in has resulted in our “Wellington Family” growing. This growth has provided us with new friends for my wife and I and new playmates for our kids. We are closer to people in the Neighborhood now than when we moved in. And many of these people are recent to the Neighborhood. I see the development of the South Forty as providing the Neighborhood with great new people for us to get to know. This can only strengthen the Neighborhood and the community as a whole.

Although it was tough to see David O’Neil’s vision in April of 2001 when our green was a mud hole and half the houses on our green were not built, each passing year has shown that he has an incredible vision for the Neighborhood and the people who live in it. Without men of vision like David, French Creek would have remained a pile of rocks. Given that he has produced a wonderful community on an otherwise barren tract of land, certainly his vision for the South Forty deserves some deference. Furthermore, if David is not allowed to develop the South Forty at this time, who knows who may develop it in the future?. The Town of Breckenridge could be saddled with a monstrosity of a housing development right next door to this great community. That would truly be a travesty.

Breckenridge and Summit County are sorely lacking in houses for the middle class. It is this middle class that provides the bedrock for any community. They are the police officers, shop managers, small business people and even a District Attorney. The middle class gets involved in the community by being active in the schools, the arts and recreation. The middle class makes a community better. The South Forty development will only make Breckenridge and Summit County better by providing more of a middle class.

In short, the vision for the South Forty will only make the Wellington Neighborhood and Breckenridge a better place to live. I heartily thank the Town Counsel for having the foresight to make David’s vision a reality and hope to see this foresight continue for the South Forty. Although I cannot make the meeting tonight due to a previous engagement, if there are any questions for me I can be reached at (970) 393-2600.

Mark Hurlbert

Michael,

I have virtually circumnavigated North America while working in resort towns. In nearly all of those towns, the challenge of maintaining the balance and feel of a real town with real people who work and live in the town is under the constant threat of escalating price of housing for permanent residents. The wellington neighborhood and other deed restricted developments are a brilliant solution to the otherwise inevitable elimination of residents a town really wants.

Whatever the TOB can do to foster and attract developers like David O’Neil , then we are headed in the right direction. One does not have to travel far (Eagle County or Aspen) to see the impacts of not providing for all levels of employees with a long term vision, on a long term basis .

I and the Breckenridge Ski Resort strongly support the concept , both present and future of the Wellington Neighborhood.

Roger McCarthy

Hi Mosh,

Just a quick note: I will attend the PC meeting tomorrow to voice my support for the plans that David O’Neil is submitting, but I wanted to send something along now to say that as a resident of the existing Wellington Neighborhood, I am a huge fan of what David and the town have created so far; I believe it is a credit to the people involved to have the foresight to create a community where the backbone of the County can live. Breckenridge as a town is simply the better for it.

As far as the new phase is concerned, I had my reservations. But I understand the history of this process and today find myself relieved that the proposal is well thought-out and would be put together as carefully as phase one.

I think it was a double-edged sword when the Council asked David to include a higher density of means-tested homes in the neighborhood. It meant the trade off would be increased density to offset the cost of building homes that are not as profitable as those that are not means-tested. While I voiced my concern to Council and to this day still do not believe the needs assessment for housing was accurate or conducted properly, I think David has done a commendable job working with Town to see this through.

My house is proof: If anyone should be building homes for the middle income of this community, it’s David O’Neil. He’s proven himself to be thoughtful and responsive, and while any development has it’s bumps and not everyone can be happy, I think this has been a huge success as evidenced by all the awards to date for our neighborhood.

With the design of the ingress/egress to the new phase, I do not see a huge impact to the enjoyment of my home currently. I know that it will enable us to get a small community building and mailboxes as well as a playground and better trails to access the back country. I initially feared a huge impact with traffic but know that with proper planning from both you and the Transit committee, there can be many improvements made to both public transit and infrastructure to mitigate this, and it won’t happen overnight. The benefits outweigh the costs in my mind.

Thanks for your foresight in helping make this neighborhood a reality. I look forward to thoughtful planning and rational discussion for the next phase.

David Rossi

Dear Mike,

I live in the Wellington Neighborhood. I’m just writing to throw in my \$.02 with regards to the meeting tomorrow night, and the proposed new development here. Here are some of my thinking points:

- 1. David O’Neil made good on his vision of turning an ugly, hazardous rock pile into a vibrant community that locals could afford. His track record deserves respect and even some latitude.
- 2. Our neighborhood is a great place to live. Our kids our thriving here. Real community exists here. How could one argue with more of that? Critics say that 160 units will ruin the good thing we have here-- but actually, the opposite is true-- just more of a good thing. More happy families. More safe kids-- and a real start for a true, resident middle class in Breckenridge.
- 3. I agree with David’s vision of a pedestrian friendly design. If you build for cars, you’ll get cars. Build for kids, bikes, pedestrians: you’ll get kids, bikes and pedestrians. We don’t need big bridges across the river. We need to connect people, not parking lots. Pedestrian bridges, bike paths and parks will foster and improve everything that is good about our community now.
- 4. Basically, what we have now is an unfinished vision. Why not finish it? If it doesn’t get finished now, it will get finished eventually by another developer who doesn’t care as much or understand the patterns as well. What a shame and a missed opportunity that would be.

Why am I such a fan? Because I live here and I see it working, for my family and many others.

Ben Brewer

Mosh,

This is regarding Phase 2 of the Wellington Neighborhood which I wholeheartedly support. The existing neighborhood works. Just look around.

As a 30 year resident of Breckenridge and a 3 1/2 year resident of the Wellington Neighborhood, I can honestly say that I have finally found my niche. Had it not been for the Wellington Neighborhood, in order to stay in town I would have had to live in a condo. Having a full time job and going to bed early and waking up early, I didn’t want to be surrounded by short term visitors. When David first came to town I had my concerns but he has delivered what he promised, a first class affordable housing neighborhood. David and the Town went round and round and the results are top notch. We have a varied mix of residents. I have heard comments about it being an affordable housing ghetto. Totally offensive and not true. I don’t feel like I live in a ghetto. The Wellington Neighborhood feels like home.

I’m sure everyone would agree that we continue to need local, affordable housing and based on what he has already done I have no doubt that David is the man to deliver.

Sharyn Steiner

I have lived in the Wellington Neighborhood for 4 years with my 11 year old son. We feel blessed to have been able to find a house in Breckenridge withinin a “housing community” that we can afford. I understand people are concerned about the growth of the Wellington neighborhood but how can they all of a sudden turn their backs on other people who are looking for what we have found. They cannot come in and “close the gates” to others just because they got here first. People should have the same privelage that we have had and be able to buy a house they can afford in Breckenridge. David O’Neil has done a wonderful job with the design and development of this neighborhood. Building more units will only give others the oppertunity to make the Wellington Neighborhood their home. We support Mr. O’Neil and the development of the Wellington Neighborhood. Why should we be so closed-minded and think that just because we were here first we should stop the growth. The growth is inevitable, at least Mr. O’Neil is doing it in a positive and affordable way. We hope to see new neighbors soon!

Jennifer and Sage Fabia

Dear Michael,

I am writing in support of David O’Neil’s vision for the new South 40 phase of the Wellington neighborhood.

It is rare that a developer has taken a piece of land in Colorado and actually completely improved the aesthetics of the property by building houses on it. The property now is not just a safer place to be, but it also provides a much needed niche for middle class homeowners. The fact that such a small, small minority of single family homes are occupied year round has driven most prices higher than ever attainable by most working-class families like ourselves. Who will service the tourism industry here in Breck? We will, the people that live in this neighborhood. A very large and growing number of owners in this neighborhood is directly responsible for servicing and hosting the largest tax base in Breckenridge, comprised jointly of the lodging, retail and restaurant sectors.

If not for the Wellington Neighborhood, my family and I would have to live in Park County or Silverthorne to afford a similar, newly constructed home with such aesthetics. And these places, while also appealing, do not carry nearly the sense of community that Breckenridge and the Wellington Neighborhood currently offer. The 2 main reasons my wife and I moved here are that it is a fantastic place to start and raise a family, and the local trail access is phenomenal. David O’Neil holds these amenities very high on the list, and he seems to carry out his vision in a very thoughtful and manner. What we don’t need in the neighborhood is wider streets and bridges which will only encourage a higher average speed, which in the end means a compromise in the safety of our children. I want to see balls kicked across the street, kids playing outside in the streets barefoot in the summertime, kids’ bikes left outside in the alleys, kids street painting in the streets in the summer, kids carelessly playing in the snow in our parks, greens and open spaces. Look at what happened when French Gulch road was paved near the neighborhood (although this was necessary). The noise level and speed of vehicular traffic increased dramatically. Some residents on the north end of the neighborhood immediately felt an impact and no longer let their kids wander near the edge of this road. I look forward to seeing this project carried out in its entirety, exactly as envisioned by David O’Neil.

Jeff & Helen Cospolich

Greetings Mr. Mosher,

I wanted to write to you in strong favor of the proposed new development in the Wellington Neighborhood. I currently live in one of the existing homes in the neighborhood and my family and I love it here. I am looking forward to other Breckenridge residences (present and future) having the pleasure of calling such a great neighborhood home.

Bill Dudley

Hello Mike,

I am writing in support of the South 40 development and addition to the Wellington Neighborhood. I live in the neighborhood and have loved it since the day my husband and I moved in. A few thoughts:

1. Never before have we enjoyed the kind of community the Wellington neighborhood offers. We walk down the street and say hello to neighbors. We have met lifelong friends who will be around to watch our child grow into adulthood. It is an immeasurable and invaluable addition to our lives.
2. Our neighborhood is within walking distance to a vibrant downtown that provides entertainment, cultural amenities, great restaurants and recreational activities. Living that close to such opportunities is a treat, especially for a family who cannot afford the downtown real estate prices.
3. The Wellington neighborhood provides incredible access to a trail network on open space and national forest lands that is second to none.
4. While an increase of 160 homes seems to be huge, we believe that providing affordable housing is critical to the long-term sustainability of the Breckenridge community. People need to be able to buy homes and live in them to sustain a viable community. David’s vision of the South 40 would provide the opportunity for a diverse set of folks to make Breckenridge their home. We are grateful for that.
5. We recognize that one issue of concern is parking. David’s vision to create a pedestrian friendly, non-automobile-centric neighborhood promotes the community feel we seek. We walk down the street and see houses and yards instead of cars parked everywhere. We hope that his vision is contagious and can be supported by the town.
6. Built on old dredge piles, the neighborhood has greatly enhanced the area without cutting down trees or otherwise changing the landscape. Instead of being an eyesore, it is something people enjoy seeing and experiencing.
7. David O’Neil is a developer whose interest lies primarily in creating a neighborhood not another dollar. He is open to suggestions from people who live in Wellington and is available for open discussion. We appreciate his willingness to include us in the process.

We feel extremely lucky to live in Breckenridge and call the Wellington neighborhood our home. Please feel free to contact me if you have any questions or if I can offer additional information and support for the South 40 development.

Ellen Reid

Hi Michael,

I just wanted to take a second to again let you know that my wife and I are fully supportive of the Wellington neighborhood as it is now, and also as it is planned to grow with the addition of the South 40 phase.

We just had our first child last week, and we’ve already had such a fantastic time walking around the neighborhood and meeting more and more people, although we’ve lived here now for 3.5 years. With all of the stress of a new responsibility in our lives and also balancing work and parenthood, it is a real treat to be able to safely walk around in our neighborhood with our child.

Although part of me doesn’t want to see any more density out here, a larger part of me is happy that David O’Neil and the town has the foresight to create more and more affordable housing for locals here in Breckenridge. Again, we are not second homeowners who come up a few weeks out of the year. We are hard-working people who enjoy seeing the fruits of our labor, and also enjoy bringing more and more visitors to town.

Perhaps there are other locations in Summit County for affordable housing projects, but nowhere else can you have such a nice tract of land that is within walking distance to town, on city utilities, and gives all residents a chance to vote on the future of our town.

Jeff Cospolich

Dear Mosh,

It is my understanding that the Wellington Neighborhood Phase II plan is on the agenda for tonight’s PC meeting. As I have stated before, David is Steve’s client, not mine. I write this as a member of the community and not in my professional capacity. When the Wellington Neighborhood was first proposed, I really had my doubts, but kept my mouth shut. Now that I have seen the success of the Wellington Neighborhood, I fully support both the concept and the execution of what the Wellington Neighborhood means to the Town. Competitors may complain, but, as far as I am concerned, nobody has done more to secure the future of long term affordable housing in a vibrant, working community for locals in Breckenridge, or even Summit County, than David O’Neil. As you know, Susie now makes her home in the Wellington Neighborhood. It would not have been possible for her to stay “in Town” were it not for what David has done.

While I am sure there will be some tweaking that needs to be done, I sincerely hope that the Planning Commission will work to insure that Phase II of the “Neighborhood” becomes a reality along the lines being proposed by the Applicant.

“If it ain’t broke, don’t fix it” certainly seems to me to apply to the Wellington Neighborhood.

Thanks for your time and, as always, please thank the Members of the Commission for all they do.

Wayne Brown