

224



1123986

Kathleen Neel - Summit County Recorder

**KEYSTONE RESORT
PLANNED UNIT DEVELOPMENT DESIGNATION**

This Planned Unit Development Designation, to be known as Keystone Resort approved the 27th day of March, 1995, by the Board of County Commissioners of Summit County, Colorado, is hereby revised this 27th day of September, 2016. This designation establishes the general uses which shall be permitted on the Property, a general development plan and a statement of development guidelines and conditions which must be adhered to by Keystone/Intrawest L.L.C. and its successors and assigns, who is owner and developer, and is hereinafter referred to as the "Owner/Developer." This designation also specifies improvements which must be made and conditions which must be fulfilled in conjunction with this designation by the Owner/Developer. This Planned Unit Development Designation applies to certain real property located in Summit County and described in attached Exhibit A, hereinafter referred to as the "Property."

A. PERMITTED USES AND DEVELOPMENT PLAN

Use and development of the property shall be in accordance with the specific requirements of this PUD Designation and substantial compliance with the Development Plan attached hereto as Exhibit B, definitions attached as Exhibit C, and the following goals and objectives:

Goal: To preserve the natural environment while promoting a responsible, high quality community growth plan.

Objectives: To provide clustered and multi-use developments to maximize open space and provide for efficient use of urban services.

To provide a variety of open spaces both between and within development.

To preserve existing landscape features, trees, and other vegetation where possible and replace vegetation when necessary to provide buffers and screening for development.

To insure all development complies with Architectural Guidelines with emphasis on harmony and compatibility of architecture, landscaping and other design elements.

To consider visual impact of development from all perspectives including existing roads, trails and developed areas.

To manage development activity within the constraints of natural land features and other natural elements.

To work with the US Forest Service, Summit County, and the Town of Montezuma to provide better management of back country uses along with additional recreational support facilities and education for users of the back country.

Goal: To meet the housing requirements of employees who work within the Planned Unit Development and who work within the adjacent resort operation.

Objectives: Provide a diversity of employee housing types ranging from shared units to single family homes.

Provide diverse locations for employee housing.

Provide the employee housing by arranging for planning, financing, constructing and managing of all employee housing units.

Goal: To preserve historical sites and features which are significant and irreplaceable evidence of the past.

Objectives: Coordinate with the Summit Historical Society and appropriate state and federal agencies in providing for preservation, identification and interpretation of historical sites.

Goal: To protect, maintain and enhance wildlife and its habitat in the Snake River Valley.

Objectives: To create a balance between resort development and wildlife protection that provides the maximum amount and variety of wildlife possible in a resort environment.

To establish and maintain environmental management and education programs to promote stewardship.

Goal: To protect Lake Dillon water quality as a result of drainage from the Planned Unit Development and protect the ambient air quality in the Snake River Valley.

Objectives: To provide phosphorus mitigation for future development projects in the Planned Unit Development through various management and design techniques.

To meet or exceed the requirements of the National Ambient Air Quality Standards through use of restrictions or management and design techniques.

Goal: To enhance the quality of the experience of the residents and visitors in the Keystone Valley by providing and maintaining an efficient, safe, and pleasant transportation system for travel to, from and within the Planned Unit Development.

Objectives: To insure that US Highway 6 provides good regional accessibility to and from the Planned Unit Development as well as a high level of service within the resort.

To enhance the visitor arrival experience and traffic flow by providing sequenced information to arriving guests and skiers to assist them in finding their destination.

To ensure that all intersections on Highway 6 operate efficiently with the minimum amount of congestion and delay as possible.

To provide sufficient parking for skiers, visitors, and employees at locations that are convenient and that have easy, safe accessibility.

To minimize removal of trees when constructing roads in forested areas.

To provide roads that are consistent with the higher concentration of development that will occur in the higher density areas of River Run Village and the Mountain House neighborhood.

To provide an attractive alternative means of transportation for residents and guests, so the personal automobile is not the primary means of transportation within the resort.

To provide convenient, quality and continuous pedestrian access within Keystone Resort as well as accessibility to the extensive regional trail system to other points in Summit County that is pleasant and inviting for pedestrian users.

1. Permitted Uses and Conditional Uses

The permitted uses are expressed in terms of actual units and equivalent units as defined in the Snake River Basin Master Plan and Summit County Land Use and Development Code and as shown below. The parcels are identified in Exhibit B of this document.

<u>Unit Type</u>	<u>Actual Units</u>	<u>Equivalent Units</u>
Single family dwelling	one unit	2.5 units
Duplex dwelling	one unit	living space sq. footage/1,400
Townhouses	one unit	living space sq. footage/1,400
Multi-family/condo	one unit	living space sq. footage/1,400
Hotel/lodge	one unit	1/3 of a unit
Divisible room (lock-off)*	one room	1/3 of an actual and equivalent unit
Commercial	n/a	1,000 sq. ft./unit

*Divisible rooms may contain a wet bar.

Neighborhood Acres Permitted Uses and Density

<u>Neighborhood</u>	<u>Acres</u>	<u>Permitted Uses and Density</u>
<u>Ski Tip</u>	173.5	
Parcel A		Parcel A has been removed from the PUD
Parcel B	19.5	Multi-family and single family residential. Actual units not to exceed 26 single family and 66 multi-family units. In no event shall the total number of equivalent units exceed 131.
Parcel C	20.3	Multi-family and single family residential. Actual units not to exceed 18 single family and 89 multi-family. Equivalent units not to exceed 193. Any excess density on this parcel shall be allocated to the Alders Density Bank for use as further described below.
Parcel D	13.5	Multi-family residential development. Actual units not to exceed 36. Equivalent units not to exceed 26.5.
Parcel E	12.2	Multi-family residential development and the lodge and commercial uses associated with the Ski Tip Ranch Lodge. Actual units not to exceed 50 multi-family, 8 lodge, and 2,200 square feet of commercial space. Equivalent units not to exceed 57.3.
Parcel F	10.0	Single family residential development, Actual units not to exceed 14. Equivalent units not to exceed 35. Community support and resort support uses are also permitted only within Tracts C and D, a Replat of Settler’s Creek #3, and are limited to a Snake River Water District pumphouse, a telecommunications building. A mail box kiosk station adjacent to the pumphouse is also permitted on Tract C and D.
Parcel G	98	Open space, ski trails, ski lifts, interpretive facilities and recreation trails.
Parcel H	8.4	Day skier parking lot and off-site snow storage. Resort support & community support structures limited to public restrooms, a bus shelter, parking attendant booth, entrance gate(s), and storage facilities for the Snake River Water District, the Keystone Neighborhood Company, and Keystone Resort. A maximum of three detached buildings, all of which are not to exceed 6,000 square feet of cumulative floor area are allowed on this parcel. All buildings shall have an architectural style and use exterior materials similar to the resort support buildings already in Parcel F of the Ski Tip Neighborhood, including but not limited to the use of natural

materials and natural colors. See Exhibit Q for examples of appropriate building elevations and architectural style. The use of Parcel H for construction staging is expressly prohibited, but is permitted as parking for Employees, guests and construction workers. Parking for Resort Special Events is a permitted use. Public restrooms to provide service to the Parcel H Parking Lot shall be constructed concurrent with the first resort support building.

Ski Tip

Parcels B, C and F

Conditional Uses

Caretaker units only within single family residences, subject to the caretaker unit provisions of the Development Code and the specific provisions of Section B.25 of this PUD Designation.

River Run

73.7

Permitted Uses and Density

Parcel A

29.0

Mixed Use, multi-family, lodge and commercial space in a predominantly pedestrian oriented village environment. Resort support uses including transit center, skier information services, parking lots, lift ticketing offices, resort operation offices, the existing floor area of 10,500 sq. ft. of the skier cafeteria as of the date of this designation, ski lift terminals, child care facilities, conference/meeting space, nature center, chapel/community hall theater/library and other public areas. Actual units not to exceed 1074.33 multi-family, and 112,000 sq. ft. of commercial floor area. Equivalent units not to exceed 1186.33. The sprung structure, located on Lot 3A, Base I at Keystone, shall be removed within six months of the issuance of a certificate of occupancy for any suitable commercial development on the One River Run site (Lot 4A, Base I at Keystone, Filing No. 2), or within ten years of the modified site plan approval for such sprung structure (PLN12-081 approved December 20, 2012), whichever occurs first. After the removal of the sprung structure, the site shall be restored back to its original condition, or a condition otherwise approved by the Planning Department by July 15 of the following year.

Parcel B

3.5

Multi-family residential. Not to exceed 51 actual units or 51 equivalent units. The site plan for development of this parcel must demonstrate that it will not interfere with skier egress from the mountain.

Parcel C

4.7

Multi-family employee housing units and multi-family residential units. Not to exceed 50 actual employee housing units, and 33 actual multi-family residential units, not to exceed 59 equivalent units. Resort support uses limited to a parking lot. Any excess density on this parcel shall be transferred to the Alders Density Bank for use as described below.

Parcel D

36.5

Open space, recreation trails, ski trails and ski lifts.

Mountain House

88.4

Permitted Uses and Density

Parcel A

5.3

Open space, wetlands park and associated interpretive facilities, public transit and recreational trails.

Parcel B

20.6

Multi-family residential, lodge and limited commercial development. Resort support uses including the Snake River Clinic, helipad, theme pool and related recreational facilities, parking lots, ski lifts, lift ticketing offices, skier services facilities, resort operations offices, transit center and snow making pump station. Equivalent units not to exceed 453. Actual units not to exceed 439 multi-family and 14,000 sq. ft. commercial floor area.

Parcel C	27.8	Multi-family residential, lodge and limited commercial development. Resort support uses including ski lifts, lift ticketing offices, skier services facilities, the existing floor area of 20,500 sq. ft. of the skier cafeteria as of the date of this designation, child care center, ski school, resort operations offices, parking lots, and transit center. Not to exceed 479 equivalent units. Actual units not to exceed 445 multi-family and 34,000 sq. ft. commercial space.
Parcel E	12.1	Open space, wetlands park, interpretive facilities, public transit and recreation trails.
Parcel F	22.6	Open space, wetlands park, interpretive facilities, public transit and recreation trails.

Lakeside

279.5 Permitted Uses and Density

Parcel A	75.6	Multi-family residential, lodge, commercial and employee restricted units. Resort support uses including conference center, cultural campus facilities, transit center, fire station, parking lots, vehicle maintenance facility and warehouse and purchasing facility. Not to exceed 188 equivalent units. Not to exceed 300 actual lodge, 73 actual multi-family, 220 actual employee restricted and 15,000 sq. ft. actual commercial.
Parcel B	6.6	Multi-family residential not to exceed 65 actual or 65 equivalent units.
Parcel C	30.8	Mixed use, multi-family residential, lodge and commercial space. Resort support uses including transit center, conference facilities and resort operations offices. Actual units not to exceed 160 lodge, 321.33 multi-family units and 53,333square feet commercial space. Equivalent units not to exceed 430.2.
Parcel D	9.2	Multi-family residential. Not to exceed 72.67 actual or 70.5 equivalent units.
Parcel E	35.2	Multi-family and single family residential, employee restricted residential. Not to exceed 17 actual single family and 282 actual multi-family units. Equivalent units not to exceed 325. 16 employee units (Keystone Gulch)
Parcel F	21.2	Multi-family residential. Not to exceed 182 actual or 182 equivalent units. Existing resort support offices.
Parcel G	34.4	Multi-family residential, multi-purpose recreational and training facility (includes 1,500 sq. ft. commercial) and special events. Resort support limited to a parking lot. Actual units not to exceed 122 multi-family units. Equivalent units not to exceed 123.5.
Parcel H	11.3	Commercial and employee units. Resort support uses including resort operations and offices. Not to exceed 150 employee units and 9,500 sq. ft. commercial space. Equivalent units not to exceed 9.5 (nine and one half).
Parcel I	48.4	Open space, wetlands park interpretive facilities, public transit and recreation trails.
Parcel J	6.8	Open space.

Old Keystone

342.0 Permitted Uses and Density

Parcel A	58.0	Single family, multi-family residential dwellings. Actual units not to exceed 88 single family and 15 multi-family units or 235 equivalent units and 1,200 square
----------	------	---

feet of commercial space.

Parcel B	26.8	Single family residential dwellings. Actual units not to exceed 32 single family units. Equivalent units not to exceed 80 units.
Parcel C	41.2	Single family, multi-family (designed into the golf course clubhouse) and commercial development (related to golf, cross-country skiing and western center only). Resort Support facilities including central reservations and information center, golf related uses and the cross-country center. Actual units not to exceed 66 single family units, 8,800 sq. ft. commercial space and 10 multi-family units. Not to exceed 183.8 equivalent units.
Parcel D	216.0	Open space, golf course and golf support facilities, golf course maintenance and storage facility, cross country ski trails and non motorized recreation trails.

Wintergreen 61.7 Permitted Uses and Density

Parcel A	10.4	Commercial 2,000 sq. ft., not to exceed 2 equivalent units, and 23 actual Employee Housing Units. Resort support uses including resort operations and offices. Child-care, community facilities and other public areas.
Parcel B	13.9	180 actual multi-family employee units. Resort support uses including resort operations and offices. Child-care, community facilities and other public areas.
Parcel C	4.1	40 actual single family, duplex or multi-family employee units. Resort support uses including resort operations and offices. Child-care, community facilities and other public areas.
Parcel D	8	Open space, Elementary school site.
Parcel E	25.3	Open space

Old Keystone Conditional Uses

Parcel B and C		Caretaker units, subject to the caretaker unit provisions of the Development Code and the specific provisions of Section B.25 of this PUD Designation.
----------------	--	--

PUD –wide Density Bank

The Owner/Developer reserves 14 actual single family units, which equates to 35 equivalent units of density, in a “bank” for future use in either a rezoning process or to transfer in accordance with the requirements listed in Section A.3 below. During any rezoning to transfer the banked density, the location(s) and the type(s) of units (single family and/or multi-family) shall be determined. The Owner/Developer may convert the equivalent units to multi-family units during the required rezoning. Such density will have to be approved on a site in a rezoning per the applicable criteria of the Development Code, and the mere existence of this reserved density does not provide any warranties that a future rezoning will be approved by the County. The density transfer provisions of Section A.3 do not apply to the density allocated to the density bank, so long as the density is not being transferred to an existing development parcel with the PUD as of June 24, 2002. If the Owner/Developer requests to transfer the density to an existing development parcel, it may do so per the provisions of Section A.3, or process a PUD modification to effect the transfer.

Alders Density Bank

All excess density from Ski Tip Parcel C or River Run Parcel C shall be transferred to the Alders Density Bank which is created herein, at the conversion rates specified in Section A.1 of this PUD. Density in this bank may be transferred to other parcels within the PUD in accordance with the density transfer provisions in Section A.3, and may be used to provide, facilitate or incentivize employee housing developments within the PUD. Such density in shall be controlled by the County. Density in this density bank may also be transferred outside of the PUD

boundaries to other locations within the Snake River Basin solely for the purpose of incentivizing or facilitating affordable workforce housing developments, and only with approval of the Board of County Commissioners.

2. Total Units

Subject to the provisions of Section A(3) below, the following table describes the total number of actual and equivalent units initially permitted within the boundaries of the PUD by the original PUD adopted on March 27, 1995:

<u>Unit Type</u>	<u>Actual Units</u>	<u>Equivalent Units</u>
Single family dwelling	198	495
Multi-family dwelling	3,503	3,503
Hotel/Lodge	860	287
Commercial	382,000	382
Total	4,561	4,667

Subject to the provisions of Section A(3) below, the following table describes the total number of actual and equivalent units, as amended, permitted within the boundaries of the PUD, unless a density transfer occurs in accordance with the provisions shown in Section A(3) below. In no event will the total number of actual units within the Property exceed 4,561 as originally approved:

<u>Unit Type</u>	<u>Actual Units</u>	<u>Equivalent Units</u>
Single family dwelling	274	685
Multi-family dwelling	3602.13	3543.13
Hotel/Lodge	468	156
Commercial	253,533	253.53
Total	4344.13	4637.66

The amended totals of actual and equivalent units for each parcel and neighborhood are shown in Exhibit M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-11, and M-12.

Under the provisions in this PUD as adopted in March 1995, the Owner/Developer was not permitted to construct more than: (a) a total of 4,246 actual units within the boundaries of the PUD unless there was a transfer of density in accordance with the provisions listed in Section A(3) below, or; (b) 586 actual units within the Mountain House Neighborhood unless there was a transfer of density in accordance with Section A(3) below.

As amended, the total number of actual units approved within the boundaries of the PUD is 4,344.13 unless there is a density transfer in accordance with Section A(3) below. In addition, the Owner/Developer has administratively transferred 19.5 (5 from Elk Run) equivalent units to the Mountain House Neighborhood per Section A(3) below, and has transferred 17 actual and equivalent units from Mountain House to River Run. Therefore, the Owner/Developer is not permitted to construct more than 588.5 actual units in the Mountain House Neighborhood unless there is a density transfer in accordance with Section A(3) below.

After a multi-family building has received a certificate of occupancy, individual property owners within the boundaries of the PUD may request additional living space or floor area within the existing building footprint (exterior wall to exterior wall, including deck space, attic space and crawl spaces), except for new building projections, such as bay windows and dormers. Such modifications shall not exceed the maximum number of equivalent units allowed in a neighborhood or increase the original approved individual unit floor area by more than 10%, and have a letter of permission from the Owner/Developer. Such additions shall also: (a) be compatible with the overall building design; and, (b) provide architectural interest.

3. **Density Transfer**

The Owner/Developer shall be permitted to transfer densities in the following manner:

1. Owner/Developer may transfer additional density into the Mountain House Neighborhood from property outside the boundaries of the PUD but within the boundaries of the Snake River Basin (as defined in the Snake River Basin Master Plan dated October 21, 1994). The BOCC determines that all parcels within the Snake River Basin shall constitute a unit for planning purposes. Parcels shall meet all requirements of Section 14101.02 (F) of the Land Use and Development Code. Any transfers shall occur in accordance with any applicable provisions of the Summit County Development Code at the time such transfer occurs. No transfer shall be credited unless and until it is approved as meeting all applicable criteria of the Summit County Development Code by the Board of County Commissioners. The Snake River Planning Commission shall review any transfer in accordance with all applicable provision of the Land Use and Development Code.
2. Owner/Developer may transfer additional density into the Mountain House Neighborhood from other neighborhoods within the PUD.
3. Owner/Developer may transfer densities between the parcels contained within each neighborhood of the PUD, on the condition that the transfer of density shall not cause the total density of the receiving parcel to increase by more than five percent (5%) of the total number of equivalent units for the receiving parcel. The 5% cap only applies to administrative transfers and does not apply to transfers of density approved by the County in conjunction with amendments to the PUD Designation. With respect to the administrative transfers of density, the 5% cap shall be calculated using original densities approved under the original PUD adopted on March 27, 1995, as shown in Exhibit M.
4. In no event shall the total number of actual units in the PUD exceed 4,343, or the total number of actual units in the Mountain House Neighborhood exceed 901 as a result of the transfers described above, unless the permitted equivalent units are converted to actual units.
5. Prior to or concurrent with any development reviews in the PUD by the County, the Owner/Developer shall indicate in writing the intent to transfer development rights. However, the Owner/Developer reserves the right to transfer density from a site after development review if units or lots are combined, resulting in fewer actual units. Such transfers shall be indicated in Exhibit M as a minor amendment within six months of the transfer of density.
6. Density from the Alders Density Bank may be transferred outside of the PUD to other areas within the Snake River Basin solely for the purpose of facilitating or incentivizing affordable workforce housing developments, and only following approval of the Board of County Commissioners.

B. DEVELOPMENT STANDARDS

1. The following building height and setback standards shall apply on an area by area basis:

River Run

Building Height (as defined in the Uniform Building Code)

Parcel A	58 feet
Parcel B	58 feet
Parcel C	38 feet

The River Run Village roof forms are to reflect the patterns of historic small sized Colorado towns. The three prominent historic characteristics are:

- * a mixture of steep gable roofs and flat roofs
- * gable roofs typically pitch as 12:12
- * lower gable and shed roof forms occur at building ends and to mark side entrances

The steep pitch is an important design feature but adds height to the portion of a building with a gable roof. A flatter pitch, such as characteristic of a Bavarian style building has a pitch of 6:12 or flatter. The River Run Village development intentionally adheres to the use of the historically appropriate

steeper pitch.

Flat roof portions of buildings may not exceed 40 feet. Heights are to be measured from grades established by the overall drainage site plan. Three architectural features, which are major chimneys, church spires, clock towers, may exceed the maximum heights by a maximum of 20 feet for architectural variety and interest, subject to the finding at the time of site plan review that such change is compatible with the surrounding development. Building heights for development areas west of Keystone Road and east of the convenience shopping cluster shall not exceed 58 feet.

One building within Parcel A, the Keystone Hotel, is permitted to exceed the general village heights. One center high ridge line may be 85 feet above the elevation of the auto court (94 feet above average site elevation). One building within Parcel B is permitted to exceed the maximum height of 58 feet but shall at no point on the structure exceed 78 feet. The building must step downward to lower heights at the east and west end. The building on Lot 4A of the Base 1, Filing #2, 5th Subdivision Exemption Plat may be 62 feet in height, as defined in the Uniform Building Code, to allow the bottom floor of the facades of the of the project facing the skier plaza and Snake River full exposure to adjacent grade. The building on Lot 4A of the Base 1, Filing #2, 5th Subdivision Exemption Plat shall incorporate a one-story building element adjacent to the skier plaza (encompassing the majority of the southwest building façade where it is adjacent to the skier plaza) so that there is not a tall wall rising up without any building articulation. This element is to provide for a “human scale” to the façade and help to bring down the perceived height.

Setbacks

<u>From</u>	<u>Distance</u>
Montezuma Rd.	50 feet from edge of right-of-way
Wetland boundary	Specific wetland setbacks for this neighborhood are shown on Exhibit N-1. The wetland setbacks and buffer zones shown on Exhibit N1 may be either increased or decreased during a development review based on recommendations in the attached Exhibit F so long as such changes are evaluated per Section B (12), Wetlands and Wetland Setbacks.
Snake River/North Fork	25 feet from edge of bank
Ski Lifts	20 feet from the vertical plane of the haul ropes and conforming to all air space requirements of the Colorado Tramway Safety Board, as may be amended from time to time.
East Keystone Rd	25 feet from edge of right of way
Internal roads	10 feet from edge of right of way
USFS property line	10 feet
Private property lines	
Parcels A and B:	25 feet
Parcel C:	15 feet

Sprung Structure Requirements

The sprung structure, located on Lot 3A, Base I at Keystone, shall be removed within six months of the issuance of a certificate of occupancy for any suitable commercial development on the One River Run site (Lot 4A, Base I at Keystone, Filing No. 2), or within ten years of the modified site plan approval for such sprung structure (PLN12-081 approved December 20, 2012), whichever occurs first. After the removal of the sprung structure, the site shall be restored back to its original condition, or a condition otherwise approved by the Planning Department by July 15 of the following year.

Ski Tip

Building Height (as defined in the Uniform Building Code)

Parcel B	48 feet
Parcel C	42 feet for multi-family
Parcel C	35 feet for single family lots
Parcel D	35 feet
Parcel E	35 feet
Parcel F	35 feet
Parcel H	28 feet

Setbacks

<u>From</u>	<u>Distance</u>
Montezuma Rd	50 feet from right of way, except Parcel F, which has a 30 foot setback from the right-of-way, and Parcel H, which has a building setback of 120 feet ¹ and a parking area setback of 40 feet.
Independence Rd	
Parcels A and B:	25 feet from right of way
Parcel C:	Residential Units: 10 feet from right of way to building structures and appurtenances (overhangs, decks, etc) and 18' from right of way to garages facing roads Dumpster Enclosures: 0 feet from right of way for fully enclosed dumpster structure
Internal roads	10 feet from right of way
Wetlands	Specific wetland setbacks for this neighborhood are shown on Exhibit N-2 and N-3. The wetland setbacks and buffer zones shown on Exhibit N-2 and N-3 may be either increased or decreased during a development review based on recommendations in the attached Exhibit F so long as such changes are evaluated per Section B(12), Wetlands and Wetland Setbacks.
Snake River	25 feet from edge of bank
USFS property	25 feet, except for Parcel H, which has a 10 foot setback from the adjoining National Forest property.
Other private property outside the boundary of PUD:	25 feet
Single family Lots (Must still comply with setbacks listed above if more restrictive)	
Front Setback	15 feet with 19 feet in front of garage doors facing roads
Side Setback	10 feet
Rear Setback	15 feet
Parking Area on Parcel H	40 feet

Mountain House

Building Height (as defined in the Uniform Building Code)

Parcel A	48 feet
Parcel B	48 feet with one primary structure
Parcel C	48 feet with one primary structure

Setbacks

<u>From</u>	<u>Distance</u>
Keystone Road	25 feet from right of way
Wetlands	25 feet minimum buffer zone on each side of delineation boundary, 100 foot total buffer zone. These setbacks may be increased based on recommendations in attached Exhibit F.

¹The permitted gate(s) and parking attendant booth to the parking area on Parcel H can be within the required setback so long as such structures are on KRED or VSR property and not in the Montezuma Road Right-of-Way.

Snake River	25 feet from edge of bank
Ski Lifts	20 feet from the vertical plane of the haul ropes and conforming to all air space regulations of the Colorado Tramway Safety Board as may be amended from time to time.
USFS Property	10 feet
Other private property	25 feet

Lakeside

Building Height (as defined in the Uniform Building Code)

Parcel A	58 feet (except existing conference center)
Parcel B	58 feet
Parcel C	58 feet
Parcel D	48 feet
Parcel E	35 feet
Parcel F	35 feet
Parcel G	35 feet; special feature (water jump in-run), 65 feet measured from existing grade to the highest point, excluding railings. Notwithstanding the foregoing, structural components consisting of tent pole supports or other similar structural components for a new building within Parcel G may exceed the building height limit by up to a maximum of 20 feet, subject to the finding at the time of site plan review by the Planning Commission that such height is deemed necessary for the proper support of the building.
Parcel H	35 feet

Fence Heights & Type

Parcel G	14 feet maximum height for the tennis & court sports provided: (i) a chain link type of fence is used, unless an alternative fence type is approved by the Planning Department; and (ii) such fences are sited immediately around the tennis or other sport area.
----------	---

Wind-breaking material with graphics may be used on the fences, provided that such graphics: (i) do not completely block the visibility of the facility from Highway 6; (ii) depict graphic design; (iii) are in accordance with the Keystone Sign Program and, (iv) are not signage for the any facility on the site unless such signage is permitted by the Keystone Sign Program.

Setbacks

<u>From</u>	<u>Distance</u>
Highway 6	50 feet from right of way, except on Parcel G, where the setback is 15 feet from the right-of-way for: (i) one sculpture; and, (ii) reconstructing outdoor sport courts on and between existing tennis court encroachments, provided any sports courts have landscaping plan along the highway reviewed and approved by the County.
Aerial Training Jump	160' from the northern property line 260' from the Highway 6 ROW 240' from the eastern property line 50' from the western property line
Internal Roads	25 feet from right of way
Wetlands	25 feet minimum buffer zone on each side of delineation boundary, minimum 100 foot total buffer. Parcel A on the north side of Highway 6 shall have a minimum setback of 200 feet from the delineation boundary along the willow carr at the eastern side of the parcel. Other wetland setbacks shall be consistent with the provisions stated above. These

	setbacks may be increased at the site plan stage based on recommendations in the attached Exhibit F.
Snake River	25 feet from edge of bank
USFS property line	25 feet
Other private property	25 feet
Quicksilver Commercial Site, Parcel H	15 feet to Tennis Club Road only for the northeast corner of any canopy over gas station pumps, provided landscaping with taller trees at the dripline of the canopy shall be provided using large trees to reduce the impacts of the setback encroachment, with such canopy to be reviewed and approved by the County during the required site plan review. The visual impacts of a service station (a/k/a gasoline station) canopy shall be minimized by: (a) using screen lights under the canopy and minimizing the number of lights to reduce off-site glare due to reflections off of the pavement; (b) using a low profile section for the canopy itself, with the maximum depth of the canopy cross section being no greater than 24 inches; and (c) by using muted natural colors; (d) breaking up the mass of the canopy area by stepping it or by dividing it into a set of smaller individual canopies. Service station canopies shall meet the other applicable provisions of this PUD Designation; and (e) the prohibition of corporate logos or any other form of advertising on the canopy.

For single family residential lots that were platted prior to March 27, 1995, building setbacks shall be determined using the following statement from the Base III PUD, which was the governing document prior to the adoption of this PUD designation: "Building heights, yard setbacks and architectural control shall be regulated by the Keystone Architectural Review Committee and the County Planning Department. Building heights and setbacks shall be established and approved as part of the County site plan process. All building designs shall be appropriate for a mountain resort with scale and character appropriate for a mountain environment.

Old Keystone/Wintergreen

Building Height (as defined in the Uniform Building Code)

All parcels within
Old Keystone Neighborhood 35 feet

All parcels within the
Wintergreen Neighborhood 48 feet

Setbacks

<u>From</u>	<u>Distance</u>
Highway 6	50 feet from right of way
Internal roads	25 feet from right of way, except for that portion of Tract A of the Old Keystone Golf Course Subdivision (Welcome Center) which shall be 10 feet along the frontage of CR154 west of the existing power line easement (under Reception No. 80018).
Wetlands	25 foot minimum buffer zone on each side of delineation boundary, 100 foot total buffer zone. These setbacks may be increased at the site plan stage based on recommendations in the attached Exhibit F.
Snake River	25 feet from bank

For single family residential lots that were platted prior to March 27, 1995, building setbacks shall be determined using the following statement from the Base III PUD, which was the governing document prior to the adoption of this PUD designation: "Building heights, yard setbacks and

architectural control shall be regulated by the Keystone Architectural Review Committee and the County Planning Department. Building heights and setbacks shall be established and approved as part of the County site plan process. All building designs shall be appropriate for a mountain resort with scale and character appropriate for a mountain environment.

2. Bulk of Structures

No part of any new structure (except church spires, clock towers and chimneys) shall project up through bulk limits which are defined by planes extending up over the Montezuma Road and Highway 6 rights of way at an angle of forty-five degrees with respect to the horizontal (a pitch of one foot additional rise for each foot additional setback) and which planes start:

- ❖ At horizontal lines to the 50 foot setback from the right-of-way lines and pass through points 35 feet above such horizontal lines for Parcel A in River Run Village and Parcels D, and E in the Ski Tip Neighborhood at the maximum height limit above such horizontal lines in each parcel.
- ❖ For Parcel F of the Ski Tip Neighborhood, at horizontal lines to the 30 foot setback from the right-of-way lines and pass through points 30 feet above such horizontal lines at the maximum height limit above such horizontal lines for the parcel.

3. Parking

A. Residential and Commercial Parking

River Run Village/Mountain House/Lakeside Neighborhoods

Single Family	2 spaces per unit
Townhome	2 spaces per unit
Multi-Family	1 space per unit
Lodge	0.75 space per unit over 51 rooms. Fifty units or less same as multi-family
Divisible Room	0.33 space per room
Commercial	2 spaces per 1000 sq. ft. (Gross leasable area, GLA)
Restaurant	3 spaces per 1000 sq. ft. GLA
Employee Units	1 space per unit for units containing up to 3 bedrooms; 1 space per every 3 bedrooms for units containing more than 3 bedrooms

The project on Lot 4A of the Base 1, Filing #2, 5th Subdivision Exemption and other multi-family projects with garage parking elsewhere in the Property may utilize tandem parking (whereby one or more cars are parked behind another car) on the condition that the Owner/Developer shall provide continual valet service for all owners and guests of the project. To ensure this PUD requirement is met, the Owner/Developer shall execute appropriate legal documents, as determined by the County in a form acceptable to the County.

Tandem parking for surface parking behind a garage door may be requested by the Owner/Developer in accordance with Section 3704.06 of the Development Code.

Ski Tip/Old Keystone Neighborhoods

Single Family	2 spaces per unit
Townhome	2 spaces per unit
Condominium	1 space per unit
Divisible Room	0.33 space per room
Commercial	3 spaces per 1000 sq. ft. GLA
Restaurant	6 spaces per 1000 sq. ft.
Employee Apartment	1 space per bedroom
Employee-Single Family	2 spaces per unit

B. Day Skier Parking Requirements (Parking requirements for skiing, special events, guests, employees and commercial parking)

i. *No-net Loss Policy*

The Owner/Developer shall not allow the number of day skier parking spaces to decrease the number of parking spaces as a result of the development of sites that were used as parking lots during the 2000-2001 ski season (Prior to the construction of the Tenderfoot Lot). The current number of day skier parking spaces at the resort is shown in Table 3(a) below.

Table 3.Bi Current Day Skier Parking Supply (rounded)

Current Day Skier Parking Spaces		Spaces
1	Montezuma Lot	2,000
2	Brown's Cabin Lot	250
3	Hunki Dori Lot	270
4	Gondola Lot	140
5	Mountain House East Lot	850
6	Mountain House West Lot	400
TOTAL SPACES		3,910

These numbers are based on car counts performed by Keystone during the 2000-2001 ski season, based upon days when parking lots were staffed and actively managed to achieve an efficient parking number during peak periods within the ski season.

ii. *Projected Day Skier Parking and Parking Area Locations*

The total number of parking spaces, subject to site plan review and consistent with the current Snake River Basin Master Plan, shall be as described in the table below. Owner/Developer may provide day skier parking spaces in the locations described generally on Table 3(B)ii below (and more particularly described on Exhibit D). Owner/Developer may increase or decrease the number of spaces provided, or vehicles parking in, the day skier parking locations described generally on Table 3(b) below (and more particularly in Exhibit D) in Owner/Developer's sole discretion, provided Owner/Developer provides at least the minimum number of day skier parking spaces that Owner/Developer is required to provide pursuant to the no-net loss policy of this section, and so long as the provisions of this PUD Designation are met.

3(B)ii Projected Day Skier Parking Locations at Build-out

1	Montezuma Lot	2,200
2	Browns Cabin Lot	0
3	Hunki Dori Lot	0
4	Gondola Lot	0
5	Mountain House East Lot	300
6	Mountain House West Lot	0
7	Tenderfoot Lot	970
8	Mountain House Bus Lot	0
9	Powerline Lot	650
TOTAL SPACES		4,120

Note: Table does not include existing Lodge or Lakeside commercial parking, which is not to be used for day skier parking, only for the Conference Center parking and Lakeside employee

and guests parking.

A needs analysis for the Parcel H Parking Lot shall be submitted concurrently with the required site plan, with such analysis prepared in consultation with the United States Forest Service, affected interests and other stakeholders (Please refer to Section B.18 in regards to the site plan process for the Parcel H Parking Lot). In addition, a traffic impact analysis shall be submitted concurrently with the required site plan for the Parcel H Parking Lot-Montezuma Road intersection which indicates that the proposed intersection has safe ingress and egress.

The Skiing section of the Technical Appendix provided with the submittal of the Keystone PUD in 1994 (“the Projection”) indicates that a total of 4,125 day skier parking spaces may be required at build-out of the PUD to accommodate commercial, resort support, day skiers, visitors, employee and other non-residential uses. Neither the Projection nor Table 3(B)ii above shall determine the number of day skier parking spaces that Owner/Developer is required to provide; however, the Projection may be used in evaluating a solution to any potential day skier parking deficiency. The number of day skier parking spaces that Owner/Developer is required to provide shall be determined solely in accordance with the provisions of the no-net loss policy of this section, and the requirement to provide sufficient spaces each ski season for day skier parking demands.

iii. Prohibition of Overflow Parking

Parking on County roads within the Keystone PUD is prohibited for day skier parking or for any special events. In no event shall the Owner/Developer direct day skiers or event attendees to park on County roads. Sufficient day skier and special event parking shall be provided for the demands for the resort’s anticipated skier traffic. In cases where Resort staff observes individuals violating this policy, best efforts shall be taken to notify the County Sheriff’s office, which can then determine and take appropriate action.

iv. Parking Studies

The Owner/Developer shall prepare an annual parking study to be provided to the Planning Department no later than September 30th of each year, with such study analyzing parking for the previous ski season. The parking study shall document day skier statistics for the days listed below of the previous ski season. These statistics shall include:

- a. number of destination skiers;
- b. number of day skiers;
- c. number of employees;
- d. number of mass transit riders, including but not limited to those arriving by Summit Stage and by charter buses;
- e. vehicle counts of Day Skier Parking lots broken out by the parking lot;
- f. the average number of persons per vehicle parked in the Day Skier Parking lots; and
- g. the number of days cars were parked on County roads if any.

Days Parking Study Shall Be Conducted:

Typical February weekday (2 days)
President’s Day weekend (3 days)
Typical March weekend (2 days)
Typical March weekday (2 days)

If the study indicates that the demand for day skier parking exceeds the amount of day skier parking required by this PUD the Owner/Developer shall recommend solutions to this problem which may include improving utilization of existing lots, increasing the use of mass transit and/or increasing the number of day skier parking spaces. Any proposed changes shall be reviewed by the Snake River

Planning Commission and the Board of County Commissioners prior to inclusion as part of this PUD Designation.

v. *Parking Lot Design Standards*

The construction of any new day skier parking lots or parking structures, shall be reviewed and approved by the County through the site plan review process. The scope of such review shall be confined to ensure compliance with the parking lot design standards set forth within this section, the provisions of this PUD designation and applicable site plan review criteria of the Development Code.

a. *Unpaved Day Skier Lots*

New unpaved day skier parking lots shall be designed according to this section, the provisions of this PUD and applicable provisions of the Development Code. The design standards set forth in this section supersede and replace all parking lot design standards set forth in the Development Code.

1. May be unpaved.
2. Shall include landscaping, berms, or other means along the perimeter of the lot to mitigate the visual impact to off-site uses.
3. Shall be designed to comply with Section 10, Water Quality/Quantity of this PUD designation.
4. Shall have safe and adequate pedestrian circulation.
5. Shall have adequate circulation for vehicles and emergency vehicles.
6. Shall have a minimum aisle width of 22 feet.
7. Shall have a minimum stall size of 9 x 19 feet.
8. Interior landscaping islands are not required.
9. Maximum grade of 4%, except that the Montezuma Parking Lot may remain at its existing maximum grade of 5.5% provided such a maximum grade is reviewed and approved by the County Engineer to ensure public safety.
10. Shall have handicap parking, signed per the Americans with Disabilities Act
11. On busy days, the Parcel H Parking Lot shall have Keystone Resort personnel directing traffic on Montezuma Road during the peak a.m. and p.m. hours when this parking lot is being utilized to help ensure safe ingress and egress from this parking lot.
12. Keystone personnel shall direct egressing traffic at the Gondola Road-Montezuma Road intersection during the peak afternoon hours on the peak days of the ski season to ensure a Level of Service C or better at this intersection.

b. *Parcel H Parking Lot Additional Standards:*

1. All lighting fixtures shall be installed to face north, away from Montezuma Rd.
2. No off-site glare is allowed, and a photometric study and lighting cut sheets, and standard heights shall be submitted with the required site plan.
3. Light poles shall be no taller than 16 feet.
4. All lighting shall be timed to go off at 10 PM each night.
5. Gates, as depicted in Exhibit Q, shall be installed to control unauthorized use of this lot.
6. Landscaping along Montezuma Rd. shall be required as shown in Exhibit Q concurrent with the construction of the Parcel H Parking Lot unless a new design is mutually agreed to during the required site plan review (Refer to Section C.5 for more information on landscaping improvements concerning the Parcel H Parking Lot). A fence may also be required by the County, based on public input, so long as the cost of such is offset by a reduction in the amount of landscaping. Landscaping to the north of the Alder's Subdivision as shown in Exhibit Q shall be installed by October of 2004 concurrent with the completion of that subdivision's improvements.
7. Concurrent with approval of a site specific development plan and site specific development plan agreement for the Parcel H Parking Lot, the Owner/Developer shall provide for half the cost of the reconstruction of Montezuma Rd., as illustrated in Exhibit Q unless a new design is mutually agreed to during the required site plan review for the Parcel H Parking Lot.
8. Concurrent with construction of this lot, Owner/Developer shall provide for the re-alignment and construction of the Dillon-Keystone recreational path, as shown in Exhibit Q unless a new design

is mutually agreed to during the required site plan review for the Parcel H Parking Lot..

9. Sidewalks from the parking lot and signed crosswalks shall be required at the intersection of Independence Road and to Ski Tip Lodge.
10. Speed limit signs shall be posted as a part of the road improvements.
11. A stick-built restroom connected to central water and sewer service shall be built concurrent with the construction of the first resort support building on Parcel H.
12. Any trash cans or dumpsters on the Parcel H Parking Lot shall be bear-proof.

vi. Structured Day Skier Parking Lots

New or materially modified Day Skier Parking structures shall be designed according to the design guidelines set forth in this Subsection and applicable provisions of this PUD Designation. The design guidelines set forth in this Subsection supersede and replace parking lot design guidelines set forth in the Development Code regarding similar design issues. Design guidelines set forth in the Development Code regarding design issues not set forth in this Subsection shall also apply to Day Skier Parking structures. Such structured parking lots will meet the following design criteria:

- a) Shall be designed using industry standards as approved by the County Engineer.
- b) Covered or heated ramps shall have a maximum slope of 12% so long as the parking area grade does not exceed 6%. Uncovered parking area ramps that are not heated shall not exceed 6% grade
- c) Covered parking Areas shall have a maximum slope of 6%; uncovered parking areas shall have a maximum grade of 4%.
- d) Shall be designed using landscaping buffers around the perimeter of such structures.

vii. Compliance with the County's Temporary Use Permit Approval

The Owner/Developer shall meet the conditions of the Snake River Planning Commission's approval of a temporary use permit for certain parking areas dated September 20th of 2001 since these uses are now permitted uses. The Owner/Developer is still obligated to meet these conditions of approval by the time limits stated in the Commission's resolution of approval.

viii. Outdoor Storage in Certain Parking Lots

- a. The Owner/Developer shall be permitted to park and store vehicles, associated trailers, and mechanical and maintenance equipment that are used for resort operations only in the following parking lots:
 - 1) Tenderfoot Parking Lot;
 - 2) Mountain House East Parking Lot; and
 - 3) Mountain House West Parking Lot
- b. The use of the Mountain House East and West Parking Lots for outdoor storage shall be contingent upon the provision of landscaped buffering for both such parking lots, with said buffering utilized to effectively screen the outdoor storage area to the greatest extent practicable from the adjacent roadways and the Dillon-Keystone Recreational Path, in accordance with the following standards:
 - 1) Landscaped buffering shall be provided around the entire perimeter of both the East and West Mountain House parking lots, with buffering provided along the Dillon-Keystone Recreation Path when such path is constructed in accordance with the provision of this PUD.
 - 2) Landscaped buffering for the parking lot shall be provided along the East and West Keystone roads concurrent with the reconstruction of such roads in their long-term alignment.

- c) No additional landscape buffering is required for the Tenderfoot Parking Lot provided the landscaping required by the County under the site plan is maintained.
- d) The Owner/Developer shall be allowed to continue the existing storage of boat trailers from Dillon Marina during the Summer season as a legal non-conforming use subject to the preceding buffering requirements, only in the Mountain House and Tenderfoot parking lots, until such use is abandoned for at least one summer season, at which point in time such use shall be deemed an illegal use due to the commercial nature of such storage. Said allowance shall in no manner be deemed as an allowance for other types of commercial leasing of outdoor storage space on any such parking lots for any purpose.
- e) Improvements to accommodate overnight camping in all parking lots are prohibited. Notwithstanding the foregoing, overnight camping may be permitted and accommodated on a temporary basis in conjunction with a special event permit for a Resort Special Event.

4. Snow Storage

Snow storage areas shall be provided on each site adjacent to paved areas and other areas to be plowed except as provided for below. The size of these areas shall be equivalent to at least 25% of paved or graveled surfaces on the site, and shall be located to provide convenient access for snowplows. Uphill slopes of 5-10% shall count at 75% of their areas towards this requirement. Uphill slopes of 11-20% shall count at 50% of their area. Steep uphill slopes greater than 20% are not appropriate for snow stacking, and shall not be counted in determining compliance with snow storage requirements.

It is recognized that the more intense urban village areas of River Run, Mountain House and Lakeside neighborhoods may likely not be able to accommodate on site snow storage in the core areas. These areas may incorporate snow melt systems or haul snow to suitable snow storage areas. The snow storage areas shall only be established after a site plan review by the Planning Commission to insure proper detention drainage facilities are in place to protect wetlands, streams and rivers from runoff. Other site suitability issues include compatibility with adjacent land uses, ease of access/central location and visual impact.

5. Architectural Review Committee

An architectural review committee shall be established to review all site plans, building elevations, floor plans and landscaping plans for all development in the Keystone Resort PUD. The architectural review committee shall consist of at least one licensed design professional, one homeowner within the PUD and representatives of the Owner/Developer.

The architectural review committee shall be empowered with the following duties:

1. Implementation of the Keystone Architectural Development Guidelines.
2. Creation and maintenance of a harmonious relationship between structures and site and the relationship between adjacent properties.
3. Promotion of coordination and compatibility of architecture, landscaping and other design elements.
4. Protection of view corridors, sound and sight buffers, access to open space tracts and access to light and air.
5. Assurance of high quality building materials and building techniques.
6. Evaluation of exterior wall and accent colors to insure compatibility with the environment and adjacent development.
7. Review and approval of all signage in conformance with a PUD sign program reviewed and approved by the County.

6. **Employee Housing**

- A. Employee Housing. The Owner/Developer shall be responsible for providing or arranging Employee Housing in accordance with the terms of this Section 6. Employee Housing shall consist of the following types of dwelling units: Existing Employee Housing Units, Seasonal Housing Units, Long Term Rental Units and Employee-Owned Restricted Units.

As used herein, the term "Employee Housing" means any dwelling unit, whether owned, leased or otherwise provided or arranged by either Owner/Developer or "Keystone Resorts, Inc." (KRI) or any third-party developer, as contemplated under subsection D of this Section 6, (an "Employee Housing Unit"), that is either:

- (i) located in an Existing Employee Housing Project, or
- (ii) encumbered by an Employee Use Restriction that:
 - (a) restricts the use of such unit from November 1 of one calendar year through April 30 of the next calendar year (or any longer period of each year that includes the period from November 1 through April 30) to use as housing for Employees and Temporary Employees; but
 - (b) permits the use of such unit from the period from May 1 through October 31 (or any shorter period thereof) of each calendar year by persons who are not Employees or Temporary Employees, on the condition that adequate parking is provided, and that the use complies with all other applicable county codes; or
 - (c) with respect to Employee Housing Units located in Tenderfoot II and III and other projects receiving a certificate of occupancy after January 1, 2001, permits the use of Employee Housing Units from the period from November 1 of one calendar year through April 30 of the next calendar year (or any longer period of each year that includes the period from November 1 through April 30) by persons who are not Employees or Temporary Employees but who are employed by a business operating within the County, on the condition that the number of beds allocated to such Countywide employees does not exceed twenty percent of the total beds located in Tenderfoot II and III; or
 - (d) With respect to Employee Housing Units located in Tenderfoot I, use of Employee Housing Units from the period from November 1 of one calendar year through April 30 of the next calendar year (or any longer period of each year that includes the period from November 1 through April 30) may be occupied by persons who are not Employees or Temporary Employees but who are employed by a business operating within the County, on the condition that the number of beds allocated to such Countywide employees does not exceed fifty percent of the total number of beds located in Tenderfoot I. This permission shall remain in effect for the 2015/2016, 2016/2017 and 2017/2018 Peak Seasons.
 - (e) As soon as reasonably possible after the close of the 2016-2017 season, the BOCC may, at a work session, comprehensively review the impacts of the changes implemented as a result of Resolution 2016-50, approving PLN16-029. As part of the work session, or subsequent thereto, so long as it is sufficiently in advance of the 2017-2018 season to allow implementation, the BOCC may impose additional conditions on the use of such beds for the 2017-2018 season to mitigate any unanticipated impacts from the 2016-2017 season or may terminate the allowance for additional beds if there the unanticipated impacts significantly affect the public health, safety, and welfare and cannot be mitigated through additional conditions.
- (iii) encumbered by an Employee Use Restriction in the form attached hereto as Exhibit P-1 or Exhibit P-2 or such other form as may be approved by the Planning Department.

B. Employee Housing Requirement.

- (i) With respect to any Peak Season, the Owner/Developer and/or KRI shall provide or arrange for Employee Housing for forty percent (40%) of the Peak Season, FTE Employees (the "Employee Housing Requirement") based on a comparison of the number of FTE Employees and the number of Employee Housing Unit Credits allocated to existing Employee Housing Units.
- (ii) As a part of the Employee Housing Requirement and not in addition to it, for each Peak Season, the Owner/Developer and/or KRI shall provide Employee Housing Units to 60% of the Seasonal Employees on the conditions that:
 - (a) all of the Employee Housing used to satisfy the 60% requirement must be located within the Keystone Resort Area; and
 - (b) if Owner/Developer and/or KRI provide or arrange for Employee Housing for more than 60% of the Seasonal Employees, the excess may be located anywhere within the County.
- (iii) The Owner/Developer or KRI shall arrange for Employee Housing Units to be located within the Keystone Resort Area for at least seventy-five percent (75%) of the Employee Housing Requirement. Up to twenty-five percent (25%) of the Employee Housing Requirement may be provided by Employee Housing Units located outside of the Keystone Resort Area but within the County. All Employee Housing Units outside the PUD shall meet the spatial requirements of the zoning district, as dictated by the Development Code, in which such units are located.
- (iv) To the extent that Owner/Developer or KRI desire to provide or arrange for Employee Housing by creating a new employee housing partnership, joint venture, limited liability company or other entity to develop and/or own such Employee Housing, Owner/Developer or KRI, as applicable, shall consult with one or more Employers of civil servants (including without limitation the County, towns, metropolitan and special districts, and housing authorities) to determine if such Employers desire and are legally permitted to participate in such Employee Housing. If an Employer of civil servants desires and is legally permitted to so participate, Owner Developer or KRI, as appropriate, shall negotiate in good faith to structure an arrangement acceptable to both parties that will allow that Employer to participate. Notwithstanding the foregoing, in no event shall either Owner/Developer or KRI be obligated to allow any such Employer to participate.
- (v) As part of the Employee Housing Requirement the Developer of Ski Tip Parcel C and River Run Parcel C shall provide Employee Housing Units as follows:
 - (a) Six (6) Employee Housing Units on River Run Parcel C or another parcel where employee housing is a permitted use within the PUD to be sold at affordable levels as set forth in this PUD and the Summit County Development Code. The units shall be sold at an initial sales price at an average annual median income level of 100%. These units shall be available for occupancy and offered for sale prior to Developer receiving a certificate of occupancy for the 6th market rate unit on said Parcel C.
 - (b) Prior to site plan approval for any development on River Run Parcel C, Developer shall propose and enter into a development agreement for a collaborative employee housing project with Summit County within the Snake River Basin, either within the PUD area or outside the PUD area, for no less than 19 units of Employee Housing.
 - (c) If after August 1, 2016, no such mutual development agreement is entered into as contemplated in part (B)(v)(b) above, Developer may meet its obligation with respect to

Employee Housing with a fee in lieu dedication for all market rate units to be built on River Run Parcel C equal to \$8.99 per square foot of the residences built. Developer may post a bond for the full value of the fee-in-lieu to be generated at buildout of River Run Parcel C, which may reduced as units are built and the fee-in-lieu is paid for each unit.

- (d) All Employee Housing provided under this subsection (B)(v) shall be restricted by a covenant that is acceptable to the County, taking into account the current market conditions and needs for such housing.
- (f) All Employee Housing Units provided under this subsection (B)(v) shall be of a type and quality that is a) consistent with Developer's proposal dated January 8, 2016 in conjunction with Planning Case #PLN16-005; and b) in accordance with the Summit Combined Housing Authority standards current at the time of site plan review.

C. Annual Report.

- (i) On or before September 30 of each year, the Owner/Developer and KRI shall prepare and deliver to the Planning Department a report setting forth the following information (the "Annual Report"):
 - (a) 1. The average number of Peak Season Full Time Employees, Part Time Employees and Seasonal Employees employed by each of Owner/Developer, The Keystone Neighborhood Company (KNC) and KRI from the previous Peak Season; 2. The average number of FTE Employees for such Employers from the previous Peak Season, and; 3. An estimate of the total number of FTE Employees for such Employers for the upcoming Peak Season. Such averages shall be calculated by averaging the number of Employees employed for all complete pay periods within the Peak Season;
 - (b) 1. The number of Peak Season Full Time Employees, Part Time Employees and Seasonal Employees employed by Employers other than Owner/Developer, KRI and KNC. KRI shall make it's best effort to obtain actual employee numbers from such Employers. To accomplish this, KRI shall submit surveys to each Employer and follow up with additional communication to those Employers annually. However, where such Employers do not or cannot submit actual employee numbers, the number of employees associated in operating multi-family, hotel/lodge, retail, food and beverage establishments shall be calculated in accordance with the Employee Generation Rates from the previous Peak Season (no Employees shall be assigned to multi-family, hotel/lodge, retail, food and beverage spaces that are vacant the entire Peak Season);and 2. The total number of FTE Employees for such Employers for the upcoming Peak Season, all as calculated in accordance with the Employee Generation Rates
 - (c) A description of the Employee Housing provided by Owner/Developer and/or KRI during that calendar year, including the locations of buildings, types of Employee Housing, i.e., Existing Employee Housing Units, Seasonal Housing Units, Long Term Rental Units or Employee-Owned Restricted Unit, and any other information necessary to identify each Employee Housing Unit being provided;
 - (d) The number of Employee Housing Unit Credits allocated to Employee Housing within the Keystone Resort Area;
 - (e) The number of Employee Housing Unit Credits allocated to Employee Housing outside the Keystone Resort Area but within the County, along with the square footage of the units associated with these credits; and
 - (f) An inventory of Employee-Owned Non-Restricted Units, together with the employment status of all owners and all occupants thereof that are Employees.

- (g) Third-party developers shall not be subject to Annual Report requirements upon successfully fulfilling the employee housing obligation identified in the project approval.

Within thirty days following request by the County, the Owner/Developer will provide copies of any and all applicable leases affecting Employee Housing Units, to the extent such leases have not previously been provided to the Planning Dept.

- (ii) Credit for Employee Housing Units ("Employee Housing Unit Credits" or "EHC") shall be calculated as follows, on the condition that such units are occupied or available for occupancy by Employees, Qualified Occupants, or Employees outside of the boundary of the PUD as provided herein:

- (a) Sagebrush and Sunrise I and III: 1 bedroom = 2 EHC;

- (b) Tenderfoot I, II and III: 1 bedroom = 1 EHC;

- (c) Sunrise II

- 1 & 2 bedroom units = 1.5 EHC per bedroom

- 3 bedroom unit = 3 EHC;

- (d) Hidden River Lodge: 16 units = 30 EHC;

- (e) Seasonal Housing Units built or provided for by Owner/Developer or KRI within the PUD after March 27, 1995: 1 bedroom = 1 EHC;

- (f) Long Term Rental Units built or provided for by Owner/Developer or KRI within the PUD after March 27, 1995:

- 1 & 2 bedroom units = 1.5 EHC per bedroom

- 3 bedroom unit = 3 EHC;

- (g) Any other Seasonal Housing Units or Long Term Rental Units built, acquired, leased or otherwise arranged for by Owner/Developer or KRI within the County: 1 bed = 1 EHC; and

- (h) Employed-Owned Restricted Units (other than Hidden River)

- 1 & 2 bedroom units = 1.5 EHC per bedroom

- 3 bedroom unit = 3 EHC

- (iii) Owner/Developer, KRI and the County have conducted a survey of businesses within the PUD (the "Study of Employee Generation Rates") to determine two classifications of employee generation rates for hotel/lodge, multi-family dwellings, retail establishments, and food and beverage establishments:

- a. one classification for calculating the number of Peak Season Full Time Employees, Part Time Employees and Seasonal Employees employed by Employers other than Owner/Developer, KNC and KRI in accordance with Subsection 6.C.(i)(b) above, and;

- b. the second classification for projecting the number of FTE Employees generated by future projects for purposes of Subsection 6.D. below.

- c. The Owner/Developer and KRI shall update the Study of Employee Generation Rates every three years until build-out of Owner/Developer's property within the PUD. Updates shall be conducted by an independent consultant, using the same methodology of the initial Study of Employee Generation Rates, and updates of the generation rates shall be made to the Keystone PUD using a minor PUD amendment process.

d. The term "Employee Generation Rates" means:

(1) Classification One

<u>Land Use</u>	<u>Unit</u>	<u>Employees</u>
Hotel/Lodge	Room	.23
Multi-family dwelling	Unit	.20
Retail Establishments	1,000 sq. ft.	2.58
Food/Bev. Establishments	1,000 sq. ft.	4.77
Single-family	Less than 2,000 sq. ft.	.08
	2,000 to 3,999 sq. ft.	.15
	4,000 to 5,999 sq. ft.	.32
	More than 6,000 sq. ft.	.47

Seasonal Employees shall be calculated at 30.7% of the totals from the generation rates listed above.

(2) Classification Two

<u>Land Use</u>	<u>Unit</u>	<u>Employees</u>
Hotel/Lodge	Room	.23
Multi-family dwelling	Unit	.20
Retail/F&B Establishments	1,000 sq. ft.	3.61
Single-family	Less than 2,000 sq. ft.	.08
	2,000 to 3,999 sq. ft.	.15
	4,000 to 5,999 sq. ft.	.32
	More than 6,000 sq. ft.	.47

(3) Employee Generation Rates may be changed, by a minor amendment of this PUD, based on the three year updates of the Study of Employee Generation Rates.

D. Certificate of Occupancy for New Developments.

- (i) With each project development proposal submitted by Owner/Developer or KRI for hotel/lodge, multi-family, retail, food and beverage or mixed-use development, Owner/Developer shall submit an estimate of the number of FTE Employees generated by such project based on the second classification of the Employee Generation Rates.
- (ii) Prior to issuance of a certificate of occupancy, the total number of FTE Employees generated by such development project shall be compared to the supply of Employee Housing Units available at that time.
- (iii) For any hotel/lodge, multi-family, retail, food and beverage or mixed-use development projects by Owner/Developer or KRI that will receive a certificate of occupancy after April 30, Owner/Developer shall submit an estimate of the number of FTE Employees generated by such project based on the Employee Generation Rates and such number shall be compared to the supply of Employee Housing Units available at that time plus those expected to be complete by November 1 of such year, for purposes of determining if the requisite employee housing demands will be satisfied for the ensuing Peak Season.
- (iv) Neither Owner/Developer nor KRI shall be responsible for Employee Housing required to house Employees generated by third-party development projects. As such, with each development project proposal submitted by an applicant other than Owner/Developer or KRI for hotel/lodge, multi-family, retail, food and beverage or mixed-use development, the applicant shall submit (A) an estimate of the number of Peak Season FTE Employees

generated by such development project based on the Second Classification of the Employee Generation Rates, and (B) the applicant's plan for providing or arranging for Employee Housing sufficient to house forty percent (40%) of such estimated number of Peak Season FTE Employees.

- (v) No final site plan approval for such a development project shall be issued until the Board of County Commissioners approves the applicant's plan to provide or arrange for such Employee Housing. Unless the final site plan approval for such a development project provides otherwise, no certificate of occupancy for such development project shall be issued until the certificate of occupancy for such Employee Housing has been issued.

E. Employee-Owned Units

- (i) A dwelling unit that is owned by an Employee or Qualified Occupant but that is not restricted by an Employee Use Restriction (an "Employee- Owned Non-Restricted Unit") shall not be considered an "Employee Housing Unit." Each Employee owning an Employee-Owned Non-Restricted Unit and each Employee living therein shall not be considered an "Employee" for purposes of calculating the number of Peak Season FTE Employees for which Owner/Developer is required to arrange housing pursuant to this Section.
- (ii) A dwelling unit that is owned by an Employee or a Qualified Occupant and that is restricted by an Employee Use Restriction (an "Employee- Owned Restricted Unit") shall be considered an "Employee Housing Unit." Each Employee owning an Employee-Owned Restricted Unit and each Employee living therein shall be considered an "Employee" for purposes of calculating the number of Peak Season FTE Employees for which Owner/Developer is required to arrange housing pursuant to this Section.
- (iii) In no event shall the initial sales price for an Employee-Owned Restricted Unit developed and sold by Owner/Developer, KRI or any third-party developer exceed affordability at one hundred twenty five percent (125%) of the median household income for Summit County, Colorado, as determined from time to time by United States Department of Housing and Urban Development ("HUD"). In addition, Owner/Developer, KRI and each third-party developer that develops and sells Employee-Owned Restricted Units shall use its best efforts to sell at least 80 percent of any Employee-Owned Restricted Units that it develops and sells to Employees.

F. Employee Housing Review Board

Keystone Employee Housing Review Board, Inc.: This entity was registered with the Secretary of State of Colorado as a non-profit board on September 29, 1995. Its duties are to oversee and enforce the covenants and restrictions placed on the employee housing units within the Keystone PUD. The review board consists of at least one representative of the Owner/Developer, one representative of KRI, one employee representative and one representative appointed by the Summit County Board of County Commissioners. The goal of the Board is to oversee the successful development, management and operation of the employee housing within the PUD.

7. **Resort and Community Support Facilities**

Resort support facilities are non-commercial facilities that are provided as amenities or operational facilities required to create a destination resort. Resort support includes facilities provided for skier services, conference, cultural activities, maintenance, lodge lobbies, service spaces, administrative offices meeting rooms, transit facilities or other similar uses. The existing floor area of the skier cafeteria in Parcel A, River Run Neighborhood and Parcel C, Mountain House Neighborhood have been grandfathered in as Resort Support facilities, and that square footage of each cafeteria will remain so classified for density purposes.

The PUD describes the cross country ski center in the Old Keystone Neighborhood as both, a resort support service and as a commercial operation. The cross country ski center meets both definitions of a resort support service and as a commercial operation, therefore half of the square footage will be counted as resort support and the other half will be counted as commercial square footage for the cross country ski center.

The floor area of resort support uses will not count against zoning or density as long as they do not exceed 10% of the equivalent units within a given neighborhood. This requirement may be waived by the Board of County Commissioners if it is deemed appropriate to concentrate resort support facilities within one neighborhood or area.

Community support are non-commercial or non profit facilities such as cultural or educational institutions such as churches and schools, or other uses necessary or desirable for the day to day operation of a community including emergency service facilities, medical clinics, libraries, community meeting rooms and athletic facilities open to the general public. The floor area of these uses shall not be counted against density or zoning after a finding by the Planning Commission and/or Board of County Commissioners that the use proposed is appropriate to the scale and character of the neighborhood.

8. Public Use Areas

Pursuant to Section 8601 of the Summit County Land Use and Development Code the Owner/Developer is required to provide lands for public use. Land shall be restricted by private covenant, dedicated or improvements constructed concurrent with final plats for development. The Owner/Developer shall be given appropriate credit toward Public Use Area Fees for all dedication of public lands/easements and construction of trails/trailheads and reclamation of the Snake River.

9. Air Quality

All solid fuel burning devices shall meet or exceed the Summit County requirements. At a minimum, all solid fuel burning devices shall be EPA certified, shall only be permitted in the following units (structures) and shall be limited to one per unit: single family and duplex residences greater than 1,500 sq. ft. in size. Subject to compliance with all other codes and regulations one solid fuel burning device shall be permitted in one lodge lobby in Parcel A of River Run Village. If Summit County initiates a countywide air quality monitoring program, the Owner/Developer will cooperate in the program, as it relates to the Snake River Basin.

10. Water Quality/Quantity

For all new development approved by this designation, mitigation is required for total phosphorus loads on a pound-for-pound basis provided Summit County adopts regulations by December 31, 1996 requiring all other major development projects to mitigate in a similar manner. Phosphorus controls used will be consistent with the concepts and controls in the 1990 Keystone Base I Agreement (attached hereto as Exhibit E).

Stormwater management and detention shall meet all requirements of the Summit County Land Use and Development Code. In addition the following principles will be followed:

1. The increase in peak stormwater discharges will be attenuated to maintain predevelopment drainage conditions to meet the requirements of the Summit County Land Use and Development Code.
2. Regional stormwater infiltration or detention facilities will be used, where practical, to reduce on site detention needs and minimize both land costs and maintenance expenses.
3. Wet detention or extended detention facilities will be used wherever feasible for flood control and water quality enhancement.
4. Unlined open channels and roadside swales will be emphasized to: (a) convey fully developed flood flows, (b) avoid problems with freezing often experienced with buried conduits in extreme winter

- conditions, and (c) improve water quality.
5. Stormwater facilities, where required, will be designed and constructed to maintain public safety and ensure the conveyance of 25 year flows from both on site and off site tributary basins. Construction of stormwater facilities will generally be phased concurrently with other development improvements to achieve a congruous system that accounts for potential impacts from upland basins and to receiving streams below the proposed improvement.
 6. Riparian corridors will be preserved to the greatest extent feasible to maintain stable natural channels, minimize potential impacts to wetlands, and provide for conveyance of 100 year flood flows without inundation of adjacent buildings and private property.
 7. The stability of natural channels will be a goal. Where natural channels are affected by development, improvements will be constructed to control velocities and reduce scour. The potential for debris flow and other geologic hazards will be considered.
 8. The second golf course shall utilize fertilization management practices and create a system of stormwater retention and detention to minimize the impact of run-off.

The Owner/Developer, in conjunction with the Summit County Board of County Commissioners, shall use its best efforts to explore and implement a program whereby one or more pumps would be placed in the Roberts tunnel and utilized to divert water into the Snake River. Upon implementation of the program or 12/31/99, whichever occurs first, and on the condition that the Summit County Board of County Commissioner continues to support the Owner/Developers efforts to implement the program described above, the Owner/Developer hereby agrees not to cause or allow minimum stream flows in the Snake River to fall below 6 CFS at the measurement point designated by the USFS without the consent of the Summit County Board of County Commissioners and the USFS. Notwithstanding the foregoing, Summit County shall not be required to pay any costs related to the diversion program.

11. Historical Features

Historical/archeological features shall be considered prior to development of any site plan. When a historical feature of local importance is identified, the Owner/Developer shall work with the Summit Historical Society to plan development to be compatible with the historic resource.

12. Wetlands and Wetland Setbacks

A. General Wetland Regulations

It is the intent of this PUD to preserve wetlands from development wherever possible. The Owner/Developer shall comply with the Wetland Regulations of the Development Code. The Owner/Developer may request a reduction in the wetland setbacks or buffer zones listed above in Section B(1) per the Wetland Regulations of the Development Code.

An activity is exempt from the Wetland Regulations of the Development Code if an activity is necessary to achieve vehicular, utility, or pedestrian access, and no access route avoiding the wetland area or the associated setbacks is technically feasible, provided the impacts of such access shall be mitigated in conformance with the standards outlined in the Development Code.

It is recognized that some land uses, such as trails, tramways, drainage facilities, roads, bridges, and utilities may have to occur within wetland areas and the 25 foot wetland setbacks, if not technically feasible as outlined in preceding paragraph, in order for the Owner/Developer to develop the resort. Exhibits N-1, N-2, N-3, N-4, N-5, N-6 and N-7 reflect such potential impacts. Such potential impacts shall be evaluated using the wetland regulations of the Development Code.

The wetland buffer zones outside of the 25 foot setback may be disturbed during construction, but shall not have any permanent structures located on them, except necessary roads, utilities, bridges, drainage facilities, tramways, trails and other such infrastructure. Redevelopment of existing building encroachments within wetland setbacks shall be permitted when such encroachment does not increase the square footage of the existing encroachment, but such encroachments shall comply

with Section 7105.05 of the Development Code, "Mitigation Procedures for Developing Within Wetland Areas and Wetland Setbacks".

The developer is required to obtain and comply with 404 permits as required by the US Army Corps of Engineers wherever necessary for development activity in jurisdictional wetlands. The 404 Permit and the requirements contained therein are attached as Exhibit F and fully incorporated herein.

Snow storage areas shall not be located adjacent to wetlands unless specifically approved by the County Engineer according to applicable County standards.

Additional wetland protection provisions are outlined in the Wildlife section below.

B. Permitted Wetland Disturbance in the Wetland Setback

- (1) Reclamation Work, Trail Construction, and Existing Encroachment of East Keystone Road
The reclamation work and trail construction described in the "Mountain House at Keystone Reclamation Plan and Wetland Setback Disturbance" prepared by dhm design (the "Mountain House Reclamation Plan"), dated April 15, 2002, as kept in the Planning Department in Planning Case File #00-223, shall be initiated and then completed as follows:
 - (a) The County has permitted wetland fill of the areas shown on Exhibit N-4 & N-6 within Parcel C of the Mountain House Neighborhood and south of West Keystone Road to allow for an environmentally better design of the Dillon-Keystone Recreational Path. Prior to performing such wetland fill Owner/Developer will obtain and submit to the Planning Department: 1) the appropriate permit required therefor by the U.S. Army Corps of Engineers; 2) plans as required by the County for a grading permit; and, 3) wetland mitigation plans to illustrate where the wetland filled will be created, with a 2:1 ratio required (for every square foot filled, two square feet of mitigation is required).
 - (b) Except as set forth in Item 12 B (1)(d) below, when Owner/Developer begins any construction of a residential, commercial or mixed use project in either Parcel B or Parcel C of the Mountain House Neighborhood, Owner/Developer shall also begin the reclamation work and trail construction described in the Mountain House Reclamation Plan and shown on Exhibits N-4 & N-6 or N-5 & N-7 that are within that Parcel. The reclamation work and trail construction shall be guaranteed by an improvements agreement.
 - (c) Building renovations, building projects and other construction or development activities performed by VSR shall not trigger any of the reclamation work or trail construction described in the Mountain House Reclamation Plan. In the event VSR becomes the Owner/Developer of the Keystone PUD, this provision shall not be used to exempt VSR from the Owner/Developer obligations contemplated in this section.
 - (d) The reclamation work and trail construction designed for the current location of the Winterset building in Parcel C of the Mountain House Neighborhood (reclamation of Areas 5, 6 and 8 and trail construction through Areas 3 through 8 as described in the Mountain House Reclamation Plan) shall not be required at the time Owner/Developer begins the first residential, commercial or mixed-use project within Parcel C. Instead, the trail construction and reclamation work for that site will begin promptly after the Winterset building is removed and such work shall be guaranteed by an improvements agreement executed by VSR or Owner/Developer prior to the issuance of a demolition permit.
 - (e) Owner/Developer will perform the trail construction and reclamation work indicated by the Mountain House Reclamation Plan and Exhibits N-4, N-5, N-6 and N-7 only on the parcels of real property that either it or VSR owns. Owner/Developer will not be required to perform trail construction and reclamation work indicated by the Mountain House Reclamation Plan and Exhibits N-4, N-5, N-6 and N-7 on any parcel of real property owned by a third-party, unless the County provides Owner/Developer with evidence satisfactory to Owner/Developer in its reasonable discretion that the third-party has consented to such trail construction or reclamation work or that the County otherwise has the right and authority to allow Owner/Developer to perform the same on the third-party's property. In such event,

Owner/Developer shall perform such trail and reclamation work on behalf of the County pursuant to an agreement to be entered into between Owner/Developer and the County.

- (f) Prior to initiating any of the trail construction or reclamation work as provided by this section, the Owner/Developer shall submit site plans for the parking lots in the Mountain House Neighborhood that are adjacent to the proposed Dillon-Keystone Recreational Path for the Planning Department's administrative review and action. Such site plans shall include: 1) one or more plans showing the reconfigurations of the Mountain House parking lots and related drainage and on site and off site snow storage; 2) detailed grading and drainage plans; 3) detailed landscaping plans; 4) lighting plans; and 5) all other plans as required by this PUD or the Development Code.
- (g) East Keystone Road is an existing, grandfathered encroachment into the 25 foot wetland setback, which has an approximate encroachment area of 4,264 square feet. The Owner/Developer is allowed to reconstruct or repair East Keystone Road in its current location.

(2) Dillon-Keystone Recreation Path

The County has also allowed for the construction of the Dillon-Keystone Recreation Path within the 25 foot wetland setback per the Mountain House Reclamation Plan subject to the following requirements:

- (a) Prior to the issuance of a grading permit for the construction of any section of the path between "The Seasons at Keystone Subdivision" and "Frostfire Condominium":
 - (i) Owner/Developer shall submit engineering drawings for the construction of the path and the grading and reclamation work associated therewith for that section of path for the County's review and action.
 - (ii) Owner/Developer shall submit a water quality protection plan and a wetland mitigation plan for the County's review and action prior to construction of the path and the associated grading and reclamation work. Such a water quality protection plan, which may be amended and updated from time to time through subsequent site plan review, shall address all runoff that either passes through, or is generated by, development within Parcel B and Parcel C of the Mountain House Neighborhood. Such plans may be referred out to the Colorado Division of Wildlife, the Summit Water Quality Committee and the United States Corps of Engineers for review and comment.
 - (iii) If any trail construction and associated grading and reclamation work will involve the modification of the 100 year flood plain, such modification must be reviewed and approved by the Engineering Department.
- (b) Where reclamation activity immediately adjacent to the Snake River is shown on the Mountain House Reclamation Plan, the reclamation shall include river-bank stabilization (boulder placement, rip-rap, etc.) in areas that have eroding banks, and then behind that, topsoil placement and plantings of native grasses in areas that currently have no vegetation.
- (c) The path shall be designed to encourage human contact with the Snake River to occur at the footbridge crossings over the Snake River, and with landscaping and grade changes (and where recommended by the Colorado Division of Wildlife, fences) in Areas 12, 15 and 16 through 20 as shown on the Mountain House Reclamation Plan to discourage human intrusion into those Areas.
- (d) Design Standards for the Dillon-Keystone Recreational Path between "The Seasons at Keystone" and "Frostfire Condominium" in the Mountain House Neighborhood:
 - (i) East of the Chateaux du' Mont pump building, the path shall be located completely off the berm, immediately at the south toe of the berm. The berm shall be reshaped, reclaimed and replanted per the plant specifications shown on the Mountain House Reclamation Plan.
 - (ii) In Areas 1 through 10 and 16 through 20 as shown on the Mountain House Reclamation Plan, the path shall be constructed on the side of the berm that is furthest from the Snake River, rather than right on top of the berm, to allow the grade change to better buffer human activity from wildlife.
 - (iii) Trails shall be designed per the applicable design standards of this PUD and this Section 12B. Notwithstanding the foregoing, Owner/Developer and the County acknowledge that (1) the placement of the trail immediately adjacent to the existing

Chateau du Mont pumphouse and the existing Slopeside building, and (2) the placement of the trail immediately adjacent to the road in limited areas (where curb and gutter will be used to provide necessary separation), may conflict with the applicable design standards. With respect to any such conflicts, the standards contained in this Section 12 and in Exhibits N-4 through N-7 shall control. In addition, the County and the Owner/Developer shall mutually work together to examine if the illustrated curve radii of the trail through Mtn. House can be built as illustrated on Exhibits N4 through N-7. If the Open Space and Trails Department (in consultation with the County Attorney's Office and the Engineering Department) determines that liability issues and safety issues can allow for trail turning radii to be built as shown, then the Open Space and Trails Department may administratively approve such design.

- (e) No snow storage from the Mountain House parking lots will be stored on the Dillon-Keystone Recreational Path. Snow cleared from the path itself will be allowed along the edges of the path.

(3) Current Alignment of Go Devil Creek

The following provisions shall apply to the current alignment of Go Devil Creek:

- (a) The installation of a new culvert under West Keystone Road for Go Devil Creek and the removal of the low-quality wetlands along the south side of West Keystone Road is permitted. In connection therewith, a new channel and/or a series of detention ponds shall be constructed on the north side of West Keystone Road to improve the handling of maximum flows and to reduce the impacts of sedimentation and erosion.
- (b) The existing ski slope, poma lift, access road to the vehicle maintenance building, and vehicle maintenance activities adjacent to Go Devil Creek are grandfathered uses with disturbances in the wetland setback. Any regrading of these areas is approved so long as the Owner/Developer provides a mitigation plan, improvements agreement, and financial guarantee.
- (c) Owner/Developer is permitted, but not obligated, to make modifications to Go Devil Creek to slow the flow of Go Devil Creek.
- (d) At the time Owner/Developer begins to construct residential, commercial or mixed-use structures adjacent to Go Devil Creek: 1) there shall be a 25' wetland setback from the wetlands and the stream, whichever is more restrictive, unless a lesser setback is approved by the County per the Wetland Regulations of the Development Code; and, 2) reclaim the existing alignment to a more natural state. Any soil disturbance for new uses or activities in the wetland setback shall be evaluated per the Wetland Regulations of the Development Code.

(4) Realignment of Go Devil Creek:

The following provisions shall apply to the realignment of Go Devil Creek:

- (a) Owner/Developer may perform wetland fill and soil disturbance in the wetland and streamside setbacks for realigning Go Devil Creek only if such activity is to return the stream to a more natural course through the site that includes the removal of the large detention pond, removal of culverts, etc.
- (b) Owner/Developer may design and implement a realignment of Go Devil Creek concurrent with the first site plan review for any new multi-family or commercial building within Parcel C adjacent to Go Devil Creek. Any multi-family/commercial project in Parcel C of the Mountain House west of Go Devil Creek shall be considered adjacent. If a realignment is pursued, such realignment shall require a detailed grading and reclamation plan that includes but is not limited to detailed planting plan, plant sizes and the creation of a naturally appearing 25 foot buffer zone on each side of the creek, unless a lesser setback is approved by the County per the Wetland Regulations of the Development Code. Existing grandfathered encroachments do not have to be reclaimed to a more natural state until such uses are removed or relocated.
- (c) Floodplain analysis and information on maximum anticipated streamflows will be provided by Owner/Developer in association with realignment of Go Devil Creek or prior to the first site plan review for any development adjacent to Go Devil Creek.

(5) River Run Neighborhood:

- (a) A detailed wetland setback mitigation plan shall be submitted with the required site plan

for Lot 4A of the Base 1, Filing #2, 5th Subdivision Exemption and be evaluated per the County's Wetland Regulations. Riparian type plantings and water quality improvements shall be provided in the remaining wetland setback areas along the southern edge of the improved and widened community path/emergency access in conjunction with development on Lot 4A.

13. Wildlife

It is the intent of this PUD to preserve and enhance opportunities for wildlife in the resort area. The wildlife study and recommendations contained therein are attached as Exhibit G as-if and fully incorporated herein.

Free ranging dogs and cats frequently constitute a menace to wildlife; therefore, the covenants to be created for the Property shall not permit dogs and cats except pursuant to provisions as approved by the Colorado Division of Wildlife and the County Planning Department.

In the River Run and Ski Tip neighborhoods, the following additional provisions shall be applied:

- a) In the Ski Tip Neighborhood, on the south side of the Snake River, the existing lodgepole stand north of the existing jeep road/nordic trail and west of the roughed in Independence Road shall be left intact. The wetlands around the beaver ponds at the mouth of Jones Creek shall be protected by a split rail fence as shown on Exhibit N2.
- b) In the Ski Tip Neighborhood, a spanning bridge shall be used to cross Jones Creek, providing approximately eight horizontal feet across the creek, and approximately two feet of terrestrial habitat under the bridge that is above the 20 year-event high water mark on each side of the creek. The bridge shall be designed to minimize contamination of the creek and the adjacent wetlands caused by road run-off and snowplow debris.
- c) Any trail crossing Jones Creek shall be made using lodgepole trunks spanning the creek; no culverts are allowed in Jones Creek.

14. Recreational, Cultural and Community Facilities

The following is a list of recreational, cultural and community facilities or sites which are designated on a neighborhood by neighborhood basis:

River Run Village

- Visitor Info. Center: Located at the entrance to River Run Village, the center provides visitor reception, public restrooms, information and other visitor services.
- Chapel/Community Hall: This dual purpose building is a focal architectural element of the town square arrival area and provides community meeting space and a non-denominational chapel.
- Theater/Library: The theater/library building is located adjacent to the community meadow providing an education center and diverse cultural activities. The building and meadow will be a gathering place for residents and visitors.
- Employee Housing: A limited number of employee housing units are provided within River Run Village within walking distance to the village center.
- Recreation: The River Run gondola is to be extended across the Snake River to the Village to strengthen the connection to mountain activities and reduce the walking distance to skiing. These activities include skiing in the winter and mountain biking, hiking and environmental studies in the summer, and year around gondola rides to dining at the Outpost.
- Children's Center: The center is a place where parents can leave their children to ski or play in the snow in the winter, or for childcare and play in the summer.

Ski Tip Neighborhood

- Restaurant Lodge: The Ski Tip lodge and restaurant will be a gathering place for (historical site) neighborhood meetings and social events (included as commercial space in density calculations).
- Wetlands Park: A large wetlands area provides a central open space amenity for the Ski Tip neighborhood. Particularly rich wildlife habitat exists in this stretch of wetlands.

Mountain House Neighborhood

- Skiing: Approximately one half of Keystone's skiers will access the mountain through the Mountain House neighborhood. The existing 12,000 sq. ft. of commercial will be expanded to 48,000 sq. ft. to provide quality skier services. The commercial spaces used for skier services will be closed in the summer and flexible spaces will be converted to meeting rooms. The Energizer Bunny ski school hill will be reconfigured to improve the beginner terrain, and additional ski school meeting and office space will be provided.
- Recreation Center: A swimming pool with a wide variety of related activities will be the summer recreation focus in the Mountain House neighborhood. The facility will be an activity center with facilities such as a health spa and fitness center and a fishing pond for children.
- Medical Clinic: The clinic will continue to provide emergency services for skiers and health care for residents and guests. The helicopter landing pad will be relocated to the edge of the river so that the flight path can follow the open river corridor.

Lakeside Neighborhood

- The Lake: Paddle boating, the boathouse, children feeding the fish, skating and ice hockey will continue to be amenities and traditions unique to Keystone and the Keystone Lake.
- Wetlands Park: Views from existing commercial and residences extend across the lake and up the broad river and wetland corridor toward River Run. The corridor will remain open and wetlands developed into a park with interpretive facilities and boardwalks that extend into the wetlands.
- Conference Center: The conference center will remain the feature of the resort that generates year around activities. The potential exists to add an exhibit hall to the conference center.
- Cultural Campus: The cultural campus creates a center for arts, cultural, research and educational programs within the resort. The campus is located to take full advantage of the conference center. The location is also adjacent to seasonal employee housing, a portion of which can be used to house students and campus participants during the summer. A site for Keystone Center headquarters has been identified in the Cultural Campus. All uses by other than non-profit corporations and educational institutions shall be included in the calculation of commercial density.
- Maintenance Facility: A vehicle maintenance facility and central receiving warehouse is planned for the Tenderfoot Campground site.
- Fire Station: The Snake River Fire Protection District will require an expanded combination fire station and public safety building to provide service for the resort at build-out. Parcel A, Lakeside Neighborhood is identified as an appropriate location for an approximately 1.2 acre site. The potential exists to incorporate the fire station and community services into a single complex.

Recreational/Community Support Facility: A Multi-Purpose Recreational and Training Facility, as defined in Exhibit C, may be developed on Parcel G in the Lakeside Neighborhood, directly west of the Lodge Parking Lot, subject to compliance with the standards set forth in Section B.27 below.

Old Keystone Neighborhood

Keystone Science School: Although zoning for the Science School is to be submitted under a separate PUD, the school has been considered in planning the resort and is an integral part of the cultural program. The school will remain in its present location with some additional classroom and dormitory spaces.

Western Center: The riding center is to be expanded into a western center with additional stables, a ranch house, barn for barn dances, roping ring and petting zoo. The central receiving warehouse will be moved to another site.

Golf Course: A second golf course is to be developed west of the Keystone Science School. The course will be shorter and less demanding than the Ranch Golf Course and will be ideal for conference groups.

Cross Country Skiing: Cross country skiing will take place along many of Keystone's walking paths. The golf course, however, may be the site of Keystone's cross country skiing center. The cross country trails shall not block or interfere with the free use of USFS trails by those not using the center.

Wintergreen Neighborhood

Community Services: In addition to commercial uses, this site is programmed for community facilities which might include community meeting space, public services offices, sheriff substation, transit office, and risk management office.

15. Open Space and Walks and Trails

Keystone Open Space and Parks is shown in Exhibit B, while open space areas are listed in Section A.1. If the Owner/Developer receives a site plan approval and a site specific development plan for the Parcel H Parking Lot, the Owner/Developer shall execute a restrictive covenant, conservation easement or other legal instrument to ensure the wildlife values of Tract D are protected in perpetuity. If a site plan and a site specific development plan are denied by the County, then the Owner/Developer shall execute an open space covenant on this property similar to the covenant already in place on other open space properties in the PUD.

The Owner/Developer shall construct the trails and walkways indicated on the trails plan attached as Exhibit H that are located on Keystone owned, or Keystone jointly owned property. Exhibit H shows conceptual trail connections through neighborhoods rather than exact alignments. The Owner/Developer shall propose the exact alignment of trails within the project at the time of development review.

The path alignment shown on Exhibits N-4, N-5, N-6 and N-7 shows the approved location of the Dillon-Keystone Recreational Path through the Mountain House Neighborhood. Where this alignment conflicts with what is provided for in Exhibits H and L, alignment shown on Exhibits N-4, N-5, N-6 and N-7 shall be used.

The trails and walkways indicated on the attached plan can be realigned, by the approval of the Board of County Commissioners or the Snake River Planning Commission, during the time of development review if the following criteria are met:

1. The relocation is to avoid trail user conflicts with adjacent land uses, steep slopes, wetland buffer zones, wildlife movement/migration corridors and other key wildlife habitats, or any other environmental constraint as identified by the Snake River Master Plan or the Summit County Land Use and Development Code.

2. The original function of the trails system will be preserved through the site, while allowing for existing or proposed trails to be relocated, but not eliminated, based upon the overall development review criteria, the proposed development plan and the trail's character through the site.

All trails shall be designed using the following standards:

1. Trails shall minimize the number of driveway and road crossings.
2. Trails shall have appropriate separations between the trails and roadways, and trails and buildings, as shown in Exhibit L. The Board of County Commissioners or the Snake River Planning Commission may increase or decrease the separations shown in Exhibit L at the time of development review to preserve the trail's character through the site.
3. Development shall be phased to allow continual access through the site during construction.
4. Easements shall be granted to the County for the trails to ensure the perpetuity of the trails and continued compliance with the requirements of the PUD prior to recording a plat, or the issuance of the first certificate of occupancy, whichever occurs first.
5. Except as otherwise set forth in Section 12B(2)(d)(iii) all trails shall be designed using the Pathway Design Standards Matrix outlined in Exhibit L.
6. Except as otherwise set forth in Section 12B(2)(d)(iii), any proposed realignment of the Dillon-Keystone Recreational Pathway or hard surface Community Pathways shall comply with the "Trail Development Guidelines" chapter of the Summit County Recreational Pathways Master Plan as amended February 28, 1989.
7. Trails shall be in compliance with the current Snake River Basin Master Plan and the Summit County Recreational Pathway Master Plan; open to the public; and connect to Forest Service trails or trailheads, where feasible.
8. A sign shall be posted on Montezuma Road, or such other location as may be approved by the County, that informs trail users of the status of Montezuma Road (narrow curvy road with poor site distance, etc.).

All portions of the Snake River and its tributaries within the PUD shall be open to the general public. The primary trail system shall be developed at the same time as the primary road improvements. Pathways must be contiguous regardless of development phasing.

Cross-country skiing will take place along many of the walking paths within the PUD. The golf course, however, may be the site of the cross-country center. Parcel E of the Ski Tip Neighborhood may also be the site of the cross-country center with proper approvals. The cross-country trails will not block or interfere with access to USFS trails.

16. Sign Control

Sign control within the PUD shall be regulated by the Owner/Developer and the Summit County Sign Review Commission pursuant to the Keystone Resort Master Sign Program adopted on May 7, 1997 by the Summit County Sign Review Commission

17. Platting

All subdivision of the property within the PUD shall be in conformance with Chapter 8 (Subdivision regulations) of the Development Code now in effect or as hereafter amended. All easements, recorded or otherwise, shall be dedicated on the final plat prior to recordation of the final plat. If the property is not platted, such easements shall be dedicated prior to approval of the first site plan in any parcel.

Any development approval within Development Parcel B and Development Parcel C of the Mountain House Neighborhood shall require the applicant to demonstrate that it has provided all necessary dedications for schools, trails, open space, access, utilities or other purposes identified in the Keystone Resort PUD or the Development Code for the subdivided property, which dedications shall occur via a plat amendment or other acceptable instrument.

18. Site Plans

All development shall undergo site plan review and approval by the County prior to the issuance of building permits. All site plans shall be in conformance with the applicable sections of the Snake River Master Plan effective at the time this designation was adopted and the Development Code now in effect or hereafter amended. Notwithstanding the foregoing, the site plan for the Parcel H Parking Lot shall be a two step process, with a recommendation from the Snake River Planning Commission, and final approval by the Board of County Commissioners.

The first site plan submitted for either Parcel B or Parcel C within the Mountain House Neighborhood shall concurrently have any additional information and/or modifications needed to the existing conceptual plan dated April 1994 that was submitted with the initial application for this PUD for the Mountain House Neighborhood to illustrate the basic elements of a ski resort base area, including but not limited to: general view-shed analysis, pedestrian access-ways, public places, central trash collecting station(s), commercial loading/unloading areas, primary access-ways, emergency access, cultural facilities as permitted, tramway alignments, proposed sewer, water and other utility alignments, bus stops and parking areas and skiways, ski trails, chair lifts and associated mazes and other on-snow amenities and facilities.

19. Development Phasing and PUD Review

Since a PUD is a dynamic entity, periodic reviews are necessary to insure conformance with the overall intent of the development plan and to make adjustments to respond to changes. Reviews shall be conducted in conformance with all requirements of Section 12211 of the Summit County Land Use and Development Code.

20. Amendments to the Colorado Common Interest Ownership Act (Senate Bill 216)

The only property which will be included in a large planned community (the "Large Planned Community") established pursuant to Senate Bill 94-216 will be property owned by the Owner/Developer in River Run Village and in the Ski Tip and Mountain House Neighborhoods. No other property will be included unless through voluntary association by individual homeowners associations, pursuant to the majority approval of the individual homeowners of each association. The boundaries of this area are as shown in Exhibit K.

The covenants for the Large Planned Community shall provide for the creation of a Public Facilities Fund. The Public Facilities Fund shall be used for constructing and financing community facilities and amenities, such as the chapel/community center, theater, library or such other facilities and amenities as may be desired by the community association (the "Community Association") created in connection with the covenants. The covenants shall provide that not less than ten percent of all monthly and annual general assessments actually collected by the Community Association will be deposited into the Public Facilities Fund. Upon request by the Community Association, the Owner/Developer shall convey to the Community Association, at no cost, the parcels of land shown on Exhibit I, on which the chapel/community center, theater and library shall be located. The Community Association shall consult with the Summit County Planning Department prior to constructing or financing these facilities.

Employee housing units located within the Large Planned Community shall not be subject to assessment by such Large Planned Community.

21. School Site

The Owner/Developer agrees to convey to the Summit County Board of County Commissioners the eight acre parcel shown on Exhibit B (the "school site") at no cost. The School Site shall be deed restricted for use solely for the construction of a new school and/or open space only. No other use,

other than conservation/open space shall be permitted without the consent of the County and the Owner/Developer.

22. Temporary Uses

Planning Commission Review

The Owner/Developer may install construction office trailers, construction storage trailers and temporary real estate sales offices as temporary uses. Such uses shall be identified on each site plan where temporary uses are anticipated and approved as part of such site plan approval. These uses are subject to the performance standards identified by the Summit County Land Use and Development Code and all provisions of this Designation. Other temporary uses not specifically identified here are subject to all provisions of the Summit County Land Use and Development Code for temporary uses.

Planning Staff Review

Outdoor Vendors: Outdoor vendors may locate in any area where commercial uses are allowed. Proposed locations for outdoor vendors shall be reviewed by the Planning Department and approved by the Architectural Review Committee prior to locating within the PUD.

Construction Offices: Construction offices may be approved by the Planning Department subject to the following requirements:

- staff review and approval is limited to relocation of construction offices previously approved by the Snake River Planning Commission
- the new location must be within the same construction site and for the same project as the original location approved by the Snake River Planning Commission
- the new location does not result in any significant increase in adverse impacts when compared to the previously approved location
- the Planning staff may impose conditions intended to eliminate or reduce adverse impacts
- the total area of construction office shall not exceed 500 square feet
- the construction office meets all the requirements of Section 3806 of the Summit County Land Use and Development Code, except that the review procedures of Section 12400 shall not apply.

23. Resort Special Events

Resort special events are events of limited duration which involve placement of tents and associated temporary facilities. Examples of resort special events include ski/snowboard races and demonstrations, music festivals and music programs, traveling circuses, special holiday events and programs, athletic events, conference related events, community celebrations and other similar events. Resort special events are divided into two categories as described below.

a. **Large Events:** The Planning Department may approve permits for locations for resort special events as described in this subsection a. Keystone may apply for one or more permits to cover all events anticipated within a given year or season. Locations for large resort special events are limited to the following:

- Lakeside Neighborhood, Parcel A - Tenderfoot Parking Lot
- Lakeside Neighborhood, Parcel C - Decatur Field & Keystone Village
- Lakeside Neighborhood, Parcel G, Recreational Facility & Lodge Parking Lot
- River Run Neighborhood, Parcel A - Skier Parking Lots & River Run Village
- Mountain House Neighborhood, Parcels B and C - East and West Parking Lots, area immediately to the south of the Mountain House.
- Old Keystone Neighborhood, Parcel A - Adjacent to the Keystone Stables

Uses shall be limited to tents and associated temporary facilities such as temporary stage areas, portable toilets, food service areas and other facilities normally associated with temporary special

events.

Prior to approval by the Planning Department, the following shall be completed:

- Notification of all homeowner/condominium/property owner/neighborhood associations within 300 feet of the proposed location
- Notification to the Snake River Planning Commission
- Review and approval by referral agencies as identified by the Planning Department. This can occur through a form provided to Keystone by the Planning Department.
- The Planning Department shall allow a minimum of 14 days, but not more than 21 days for the required notification and review by the referral agencies prior to making a decision.

The Planning Department shall make a decision within 14 days of the established deadline for receipt of comments. The Planning Department may impose conditions intended to eliminate or reduce adverse impacts identified through the review process. The decision of the Planning Department may be appealed to the Snake River Planning Commission in accordance with Section 13600 of the Summit County Land Use and Development Code.

- b. Small Events: Events meeting the criteria established below are allowed as a permitted use in any location within the PUD. The criteria for this category are:
- tent area associated with these events cannot exceed a total of 5000 square feet
 - no permanent pads or other fixtures are permitted
 - maximum duration for the event, including set up and removal cannot exceed 5 days
 - noise levels, lighting, parking and traffic associated with the event does not create any significant adverse impact on surrounding residential areas
 - the owner/developer shall notify the Planning Department at least three working days prior to the event

24. Childcare Center

It is the intent of this Designation to provide a childcare facility or facilities for the community generated by the land uses within the boundaries of the PUD designation. A Childcare Needs Assessment (“Assessment”) prepared by the Owner/Developer has shown a need for a Childcare Facility (“Facility”) in the Basin, with the Assessment showing a need for a Facility that can care for 80 children. Accordingly, the Owner/Developer agrees to:

- a. The Owner/Developer shall provide fee title, or other property interest approved by the County, which approval will not be unreasonably withheld, in a building site or floorspace in an existing building to (i) a qualified, approved childcare organization or (ii) to the County, under such terms and conditions approved by the County in writing, which approval will not be unreasonably withheld. The County can only request land dedication for a Facility and not floorspace, however, the Owner/Developer may volunteer to provide floorspace at its sole discretion. The Owner/Developer shall dedicate land for a Facility within the boundaries of the PUD *where such a use is permitted*, preferable in the Wintergreen Neighborhood, no later than 12 months after the County requests a building site be provided. The size and general characteristics of the building site or floorspace so donated or dedicated shall be sufficient in terms of size and accessibility to allow the childcare organization or the County to construct the Facility for 80 children in accordance with all applicable regulatory requirements (eg. at-grade water/sewer services, adequate ingress/egress, space for an outside play area, lighting/ventilation). In no event, however, shall the Owner/Developer be obligated to construct or install roads or water, sewer, electric, gas or other utility lines or facilities, if only a building site is dedicated.
- b. Assist a childcare organization with obtaining financing to fund the design, construction and furnishing of a facility that shall be licensed and operated in accordance with all applicable state and local requirements. Owner/Developer may, but shall not be obligated to, provide any portion of such financing or provide any guarantee or security therefore.
- c. If and when a childcare center is built, such facility shall be available for use for childcare on a

space available basis by all residents and employees of the Snake River Basin, not just employees of the Owner/Developer.

- d. The childcare center shall be licensed and operated in accordance with all applicable state and local requirement.

25. Caretaker Units

Where caretaker units are permitted as conditional uses per Section A.1 of this PUD Designation, such units shall be reviewed by the Planning Department for compliance with the applicable caretaker unit provisions of the Development Code, and this section of the PUD (Section B.25) using the conditional use permit procedures of the Development Code. The Planning Department's review of caretaker units shall include a written notification to adjacent property owners within 300 feet of any boundary of the property proposed for such a unit. Caretaker units shall be designed to retain the single family character of a neighborhood. Caretaker units shall also provide parking in addition to the primary residential parking requirement per the specifications of the Development Code. The maximum number of caretaker units shall not exceed 50% of a neighborhood's permitted residential density.

26. Transit

VSR shall ensure that an adequate public transportation system (mass transit) is provided connecting the Tenderfoot and Parcel H parking lots to the ski base areas.

27. Multi-Purpose Recreational and Training Facility

In addition to the applicable site plan review requirements of the Development Code and this PUD, the following provisions shall be met for the Multi-Purpose Recreation and Training Facility on Parcel G of the Lakeside Neighborhood:

- a) The outdoor recreational activities on the Facility and surrounding grounds are limited to operation between 8:00 a.m. and dusk
- b) High-tech sound dampening materials, reflecting best management practices for noise control, including but not limited to Teflon ramp coatings, shall be used on the outdoor skateboard ramps in order to mitigate noise.
- c) Outdoor lighting of the facility shall be limited to security lighting that is downcast and does not create off-site glare.
- d) Additional landscaping shall be installed to adequately buffer the development from adjacent residential projects, as determined by the Review Authority during the Site Plan Review process in accordance with the provisions of Section 3600 of the Development Code.
- e) Accent landscaping shall be installed along the Highway 6 corridor, as determined by the Review Authority during the Site Plan Review process in accordance with the provisions of Section 3600 of the Development Code.
- f) The Owner/Developer shall establish a picnic area/pocket park, containing of at least one picnic table and a trash receptacle, on the area north of the proposed pavilion prior to the issuance of a Certificate of Occupancy for the Aerial Training Jump. Further, a public access easement for the park must be recorded prior to the issuance of a Certificate of Occupancy.
- g) If the driveway to the Facility on Parcel G generates a significant increase in motorized traffic, the applicant shall construct an attached recreational pathway lane to the driveway in the existing access easement to enhance pedestrian access to and through the site. Such increases in traffic shall be measured by the County through an analysis of average daily trips, and the significance of such traffic increases in relation to the need for construction of an attached bike lane shall be determined by the Open Space and Trails Department.
- h) The applicant shall be required to design and construct a bridge or other appropriate structure to span the drainage on the south side of the property where the recreational pathway is proposed adjacent to Highway 6, prior to the issuance of a Certificate of Occupancy for the Facility. Said structure shall be subject to the review and approval of the County in accordance with the County Road and Bridge

Standards.

- i) The Owner/Developer shall re-locate and construct improvements to the recreational pathways on Parcel G as follows:
 - i. Relocate the recreational pathway to the north of the aerial training jump.
 - ii. Widen the recreational pathway to the north of the pavilion in accordance with the standards approved by the Fire Authority prior to the issuance of a Certificate of Occupancy on the Pavilion.
 - iii. Resurface all existing recreational pathways on Parcel G.
 - iv. Install a new recreational pathway adjacent to Highway 6 on Parcel G as depicted on the conceptual development plan. The location of the recreational pathway shall be reviewed and approved by the Open Space and Trails Department and any applicable Review Authority.

Unless otherwise provided above, said improvements shall be completed prior to the issuance of a Certificate of Occupancy for the aerial training jump. Moreover, the Owner/Developer shall record a public access easement for such recreational pathway improvements as necessary prior to the issuance of a Certificate of Completion for those improvements.

- j) Prior to site plan approval for the Facility, the County Engineer shall review and approve the design of the parking lot proposed to serve the Facility. Said review shall be focused on ensuring the functionality and viability of the traffic circulation in such lot in accordance with Section 5107.03 and 5107.04 of the County Road and Bridge Standards.
- k) Bear proof trash containers are required for any outdoor trash receptacles on site. Any trash receptacles that are not permanently affixed to the ground must be brought indoors each night.
- l) The applicant shall seek alternatives to the color of the pavilion in order to mitigate the visual impacts from the Tennis Townhomes. If practicable and attainable, muted and natural colors shall be utilized for the Pavilion to help lessen any visual impacts on adjacent properties. Nevertheless, the final color shall be subject to review and approval by the County during the required site plan review.
- m) Prior to the erection of the bronze sculpture proposed for the site, the skate park or any other modifications not requiring a building permit, such sculptures or facilities must be reviewed and approved under a Staff level site plan review process in accordance with Chapter 3 and Chapter 8 of the Summit County Land Use and Development Code.
- n) Retaining walls shall be used for construction of the aerial training jump and immediately surrounding site in order to 1) maximize the tree buffer between the jump and the Tennis Townhomes; and 2) lower the height of the jump to the maximum extent practicable.
- o) The Owner/Developer shall construct the aerial training jump on non-enclosed structural supports.
- p) The training jump shall be painted natural colors as approved by the Snake River Planning Commission.
- q) As part of the site plan process the applicant must submit an analysis from a certified engineer that addresses the practicability of at least partially dismantling the aerial training jump each winter to lower the height of such structure and minimize visual impacts when not in use.
- r) The County reserves the right to require the Owner/Developer to submit a parking analysis if parking problems are observed, and if necessary to propose a County-initiated modification to the PUD to require additional or alternative parking.
- s) The facility must adhere to all commercial and industrial operation noise limits set forth in Section 3512.05 of the Development Code.

C. UTILITIES AND IMPROVEMENTS

Minor utility facilities as defined in the Summit County Land Use and Development Code are permitted in all parcels within the Keystone Resort PUD.

1. Water System

Water will be provided by the Snake River Water District. Construction of all water lines and other improvements shall be in conformance with the rules and regulations of the District.

2. Sewer System

Sanitary sewer service will be provided by the Snake River Sewer Facility. Construction of all sewer mains and other improvements shall be in conformance with the rules and regulations of the County.

3. Access

Primary access to the PUD shall be provided via US Highway 6. Internal access shall be provided via a system of paved public and private roads as illustrated in the Development Plan. Access easements capable of meeting County driveway standards shall be supplied at time of subdivision or site plan to all adjacent lands requiring access.

Primary roadways shall be constructed to the County's Collector Road requirements as outlined in Section 5103 of the Summit County Land Use and Development Code. Primary roadways within the PUD are East and West Keystone Road and Soda Ridge Road. The design of all internal roadways shall meet the standard for Neighborhood Roads as shown in Exhibit J. Uncovered ramps which access parking lots may exceed 6% grade, up to a maximum 12% grade provided such ramps are heated and there is an association or organization in place with clear maintenance responsibility for the parking area and ramp. Roads in environmentally sensitive areas may be subject to variance review as permitted in Section 5103 of the Summit County Land Use and Development Code. Span bridges are required for all crossings of the Snake River. It is the intent of Summit County to review road standards for resort and environmentally sensitive areas.

Construction of Independence Road through Ski Tip Parcel C shall meet the requirements of an internal roadway, provided that the traffic generation does not exceed the requirements of the Code for a local access road.

Phasing of road improvements shall be as follows:

- a. Certificates of occupancy for more than 501 actual units shall not be issued until such time as the improvements to the Swan Mountain Road/Highway 6 intersection described below are completed. Employee units are exempt from all requirements under this section.
- b. The Owner/Developer will install a permanent car counter on Highway 6 in the vicinity of the Snake River bridge west of the Swan Mountain Road intersection. The installation of this counter shall occur before November 1995. In order to more accurately reflect the actual traffic conditions on Highway 6, both the County and the Owner/Developer agree to review the traffic data generated on a biannual basis and consider possible refinements to provisions of this PUD related to traffic improvements.
- c. Additional units, in excess of the 501 units described above, may be constructed until Highway 6 traffic exceeds 75% capacity or 1600 VPH. This capacity volume shall be the average of the two way peak hour traffic volume measured from December 15 through March 31.
- d. When the Highway 6 traffic has exceeded such thresholds, the Owner/Developer shall not be entitled to receive certificates of occupancy for any additional units until such time as the appropriate parties have entered into a construction contract for the widening to four lanes of Highway 6 between Dillon and Keystone. After the execution of such contract, the Owner/Developer shall be entitled to continue to receive certificates of occupancy for 250 additional equivalent units, on the condition that (1) construction shall commenced within 12 months after the date of execution of the contract and (2) construction is substantially completed within 18 months of the date of execution of the contract. After completion of the improvements there shall be no further restrictions on the number of units the Owner/Developer may develop under this Section (C.3).
- e. The improvements at the Swan Mountain Road/Highway 6 intersection described above entail the

widening of Highway 6 to provide two through lanes in each direction. All left and right turn lanes which exist today (on both Highway 6 and Swan Mountain Road) would be retained in the design. The length of the lanes and the appropriate tapers to accomplish this widening would be determined on the basis of Colorado Department of Transportation design standards. In addition, the signal installation would be modified appropriately to accommodate the intersection geometric revisions.

The grade separation to provide secondary access to Highway 6 from Montezuma Road shall be built when peak PM hour trips on East Keystone Road between Highway 6 and Old Montezuma Road exceeds one of the following scenarios:

DAY SKIER PARKING SERVED BY EAST KEYSTONE ROAD	TRIP GENERATION FROM RIVER RUN/SKI TIP/MOUNTAIN HOUSE NEIGHBORHOODS
Over 2,900 day skier spaces	immediate construction
2,900 - 2,301 spaces	65 vehicles/hour
2,300 - 2001 spaces (East lot removed)	250 vehicles/hour
2,000 - 1601 spaces (Gondola lot removed)	335 vehicles/hour
1,600 spaces (both lots removed)	450 vehicles/hour

The additional vehicles per hour shall be determined by using the following peak trip generation factors for River Run/Ski Tip development:

Lodge/hotel	.30 vph/bedroom
Multi-family	.33 vph/bedroom
Single family	.21 vph/bedroom

The costs associated with constructing the grade separation shall be the responsibility of the Owner/Developer. Site plan approvals for any project which will cause the limits stated above to be exceeded shall not be granted until a plan for construction of the interchange has been prepared by the Owner/Developer and approved by the County and the Colorado Department of Transportation. No additional certificates of occupancy shall be granted if the Owner/Developer does not make a good faith effort to comply with the approved plan.

All efforts shall be made to avoid the placement of additional traffic signals in the resort area.

Soda Ridge Road requires improvements to separate existing vehicular and pedestrian/bicycle uses. Trail improvements shall be constructed to encourage pedestrians and bicycles to use trails rather than the road.

Any roads within Parcel C of the Old Keystone Neighborhood will be accessed from Highway 6 only. There will be no access from Highway 6 through Parcel C to Soda Ridge Road or Keystone Ranch Road except for emergency vehicle routes.

The Owner/Developer agrees to participate with Summit County in exploring alternative means of transportation and methods to improve traffic patterns within Summit County and along the I-70 corridor.

- f. The improvements to Montezuma Rd., from the Montezuma Rd. crossing of the North Fork of the Snake River to the east end of the Trappers Crossing Condominiums shall be cost-shared by the Owner/Developer and Summit County Government, as set forth in a site specific development plan and associated development agreement.
- g. A permanent emergency access drive onto Montezuma Rd. is permitted in the River Run Neighborhood between "The Springs" Condominium Building and the North Fork of the Snake River provided that such access is gated with an access gate that is similar to the design of the Parcel H Parking Lot access gates, as conceptually shown in Exhibit Q. The final design of such gate shall be

determined during the site plan review process for Lot 4A of the Base 1, Filing #2, 5th Subdivision Exemption. Such access may also be used for construction access for development on Lot 4A until the project is issued a full certificate of occupancy. After a full certificate of occupancy is issued for the project, access shall be strictly limited to emergency and pedestrian and recreation access. Any trees or shrubs removed for construction of this emergency access shall be replaced on a caliper per caliper basis, on the lot where the vegetation was removed, in the general location of the Montezuma Road landscaped buffer (50 foot setback area) and in a location approved by the Planning Department.

4. Fire Protection

Fire protection will be provided by the Lake Dillon Fire Protection District or its successors or assigns. All construction within the PUD shall conform to the currently adopted fire code(s) in effect at the time building permits are requested.

The Owner/Developer shall enter into an agreement with the Fire Protection District to provide a parcel of land of approximately 1.2 acres, located within Parcel A, Lakeside Neighborhood upon which to construct a new fire station and ambulance facility. The agreement shall require that the County ambulance facility be allowed on such parcel at no cost to the Ambulance Service, however, neither Owner/Developer nor the District shall be required to construct such ambulance facility.

5. Landscaping

Landscaping within all developments shall be installed in accordance with a detailed landscaping plan approved by the County with each site plan review. Landscaping plans shall identify significant existing stands of trees and seek to protect existing trees where possible.

Landscape planning should generally focus on restoration of the native landscape thereby restoring wildlife habitat and eliminating the need for irrigation after the initial grow-in period. In areas where a more "formal" landscape is desired, such as River Run Village, native plants shall be used and water conserving irrigation methods shall be utilized.

Landscaping for the lots along Montezuma Road in A Replat of Tracts A and B, Settler's Creek #3 shall be completed concurrently with the construction of the roadways for that subdivision.

The landscaping shown in Exhibit Q shall be constructed concurrently with the construction of the first phase of the Parcel H Parking Lot. During the required site plan review for the Parcel H Parking Lot, it shall be determined what entity is responsible for replacing any of the trees on the site plan if they are damaged or destroyed, especially since there are several trees being proposed in the Montezuma Road Right-of-Way. A forest management plan for Parcel H and the surrounding open space areas to ensure existing trees remain healthy shall be submitted with the required Parcel H Parking Lot Site Plan.

D. GENERAL PROVISIONS

1. Enforcement

The provisions of the planned unit designation and the development plan relating to the use of land and the location of common open space shall run in favor of Summit County and shall be enforceable at law or in equity by the County without limitation on any power or regulation otherwise granted by law. Other provisions of the planned unit development designation and the development plan shall run in favor of the residents, occupants and owners of the planned unit development, but only to the extent expressly provided in, and in accordance with the terms of, the planned unit development designation and the development plan. Provisions not expressly stated as running in favor of the residents, occupants or owners of the planned unit development shall run in favor of the County.

2. Breach of Provisions of PUD Designation

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

3. Binding Effect

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

4. Amendments

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

5. Notices

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

Notice to County:

Board of County Commissioners
P.O. Box 68

Breckenridge, Colorado 80424

Notice to Owner/Developer

Vail Resorts Development Company
Attention: Director of Development
P.O. Box 38 (dept. k61)
Keystone, Colorado 80435

Intrawest Placemaking
1050 17th St.
Ste. 1250
Denver, CO 80265

All notices so given shall be considered delivered three days after the mailing thereof, excluding weekends or official holidays. Either party, by notice so given, may change the address to which future notices shall be sent.

6. Entire Designation

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

7. Effective Date

This designation must be signed by both the Summit County Board of County Commissioners and the Owner/Developer and must be recorded by the Summit County Clerk and Recorder in order to become effective. The effective date shall be the date of recordation.

8. PUD Review Requirements

The Summit County Land Use and Development Code, Chapter 12, includes procedures and requirements for review of all Planned Unit Developments. The Owner/Developer shall be on notice of these requirements and shall insure that information necessary for the periodic review is made available to the County within the time frames as may be established in Chapter 12. The Owner/Developer further understands that failure to provide the necessary information or to proceed with the review process may result in development approvals within the PUD being withheld.

9. Relationship to Original PUD Designation and Previous Amendments

This PUD designation supersedes all previous PUD designations covering the real property included within this PUD. To the extent the provisions of this revised PUD Designation are the same in substance to the provisions of earlier approved versions of this PUD designation, they shall be considered as continuations thereof and not new enactments.

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

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY COLORADO

/s/ RICK HUM, CHAIRMAN
Rick Hum, Chairman

ATTEST:

/s/ DORIS L. BRILL, CLERK & RECORDER
Doris L. Brill, Clerk and Recorder

Keystone/Intrawest L.L.C., a Delaware limited liability company

By: Intrawest Resorts, Inc., a Delaware Corporation
Manager

By: /s/ GARY RAYMOND
Title: Vice President

ATTEST:

APPROVAL OF AMENDMENTS

The foregoing document is the Keystone Resort Planned Unit Development Designation as approved and signed by the Summit County Board of County Commissioners on the 27th day of March, 1995 and recorded at Reception No. 489686 and as amended by the Summit County Board of County Commissioners as follows:

Resolution Number	Reception Number
95-57	497556
97-11	533437
97-63	541073
97-87	542780
98-09	557596
98-68	568328
98-46	571172
98-67	577718
98-68	568328
99-53	600165
99-93	604038
01-06	645899
02-26	687129
02-37	683375
02-36	687132
02-70	693692
03-81	741273
04-46	758405
04-59	760985
05-59	798669
06-35	824741
09-34	922926
10-79	957651
13-03	1020945
13-63	1039655
14-07	1050711
16-39	1112867
16-50	1122286
16-74	<u>1123986</u>

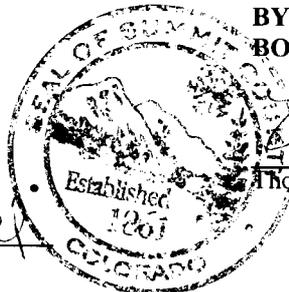
The planned unit development document dated the 27th day of March, 1995 and recorded at Reception No. 489686 and revised to incorporate the amendments approved as noted above shall remain in force as revised. The foregoing document is issued as a continuation of the original document. Copies of the original Planned Unit Development Designation and the amendments noted above are available from the Summit County Clerk and Recorder.

Adopted this 27th day of September, 2016.

**COUNTY OF SUMMIT
STATE OF COLORADO
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

ATTEST:

Kathleen Neel
Kathleen Neel, Clerk and Recorder



Thomas C. Davidson
Thomas C. Davidson, Chair

Amendment to Exhibit A---Keystone PUD Legal Description

Exhibit A is hereby amended to exclude the following property:

Lot 11, The Alders Subdivision, the plat of which was recorded on March 26, 2003 under reception No. 713788, County of Summit, State of Colorado.

Tract D, Settler's Creek Subdivision Filing #1, the plat of which was recorded on July 6, 2000 under reception No. 626337, County of Summit, State of Colorado.

EXHIBIT A

KC00/P25

PUD LEGAL DESCRIPTION

PARCEL 1 (BASE I):

A tract of land being all of the NW1/4 of Section 20, and portions of the N1/2 of Section 19, Township 5 South, Range 76 West of the 6th Principal Meridian, Summit County, Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Section 20, a B.L.M. Brass cap; thence S 79 degrees 13'07" E. a distance of 1796.39 feet to the Northeast corner of government Lot 5, said Section 20; thence S 00 degrees 38'50" W. a distance of 1264.65 feet to the Southeast corner of government Lot 16; thence N 80 degrees 06'45" W. a distance of 1787.90 feet to the Southwest corner of government Lot 18, being on the East line of said Section 19; thence S 00 degrees 29'06" W. a distance of 961.26 feet to a point on the 4-1 line of the pilot lode, M.S. No. 7092; thence S 54 degrees 57'20" W. along said 4-1 line a distance of 567.14 feet to a point of intersection with the south line of government Lot 42, said Section 19; thence N 89 degrees 08'00" W. a distance of 1024.40 feet to the Southwest corner of government Lot 38, said Section 19; thence N 03 degrees 00'08" E. a distance of 636.60 feet to the Northwest corner of Lot 37; thence N 89 degrees 29'23" W. along the South line of the NE1/4SW1/4NE1/4 of said Section 19 a distance of 729.01 feet; thence N 04 degrees 19.06" E. along the west line of said NE1/4SW1/4NE1/4 of Section 19 a distance of 316.77 feet; thence S 89 degrees 41'41" E. along the North line of the S1/2NE1/4SW1/4NE1/4 of said Section 19 a distance of 391.15 feet; thence along the Westerly boundary of the Ski Tip Ranch for the following two (2) courses:

- 1.) N 04 degrees 13'20" E. a distance of 740.13 feet
- 2.) N 89 degrees 40'20" E. a distance of 50.16 feet to the Southeast corner of that Tract of land previously described at Reception No. 300998 in the Summit County Records. thence N 03 degrees 32' 58" E along the east line of said tract a distance of 214.34 feet; thence S 89 degrees 40' 20" W along the south line of the NE1/4NW1/4NE1/4 of said Section 19 a distance of 437.58 feet to the southwest of corner of said NE1/4NW1/4NE1/4; thence S 04 degrees 18' 15" W. a distance of 316.73 feet to the Southeast corner of the N1/2SW1/4NW1/4NE1/4 of said Section 19; thence S 89 degrees 53' 11" W. along the South line of said N1/2SW1/4NW1/4NE1/4 a distance of 116.99 feet to the Northeast corner of that Tract of land previously described at Reception No. 260633; thence along the boundary of said Tract for the following three (3) courses:

Continued on next page

- 1.) S 04 degrees 44'40" W. a distance of 231.02 feet;
- 2.) S 89 degrees 45'30" W. a distance of 330.00 feet;
- 3.) N 04 degrees 37'40" E. a distance of 231.72 feet to said South line of N1/2SW1/4NW1/4NE1/4;

thence S 89 degrees 53'11" W. along said South line a distance of 260.17 feet to the Southwest corner of said N1/2SW1/4NW1/4NE1/4; thence S 05 degrees 37'45" W. a distance of 629.70 feet to the Southeast corner of Lot 33 of said Section 19; thence N 88 degrees 12'52" W. along the South lines of said Lots 33 and 31 a distance of 676.42 feet; thence S 01 degrees 47'08" W. a distance of 634.84 feet to the North line of Lot 32; thence N 88 degrees 49'25" W. along the North line of said Lot 32 and Lot 30 a distance of 900.05 feet to the Southeast corner of that tract of land previously described in Book 167 at Page 126; thence N 01 degrees 47'08" E. along the east line of said tract a distance of 644.41 feet to the south line of Lot 29; thence N 88 degrees 12'52" W. a distance of 207.00 feet to the Southwest corner of said Lot 29; thence N 02 degrees 39'29" E. a distance of 62.28 feet to the 6-7 line of Homestead entry survey No. 110 (H.E.S. 110); thence S 87 degrees 58'13" W. a distance of 1099.99 feet to the East Right of way line of East Keystone Road, a sixty foot public right of way; thence along said east right of way for the following two (2) courses:

- 1.) N 38 degrees 44'22" E. a distance of 231.86 feet;
- 2.) N 41 degrees 42'21" E. a distance of 447.18 feet to the Southwest corner of the replat of Miller P.U.D., a recorded Plat;

thence along the boundary of said Miller P.U.D. for the following thirteen (13) courses:

- 1.) S 79 degrees 37'00" E. a distance of 137.62 feet;
- 2.) S 50 degrees 54'00" E. a distance of 98.07 feet;
- 3.) N 39 degrees 06'00" E. a distance of 35.00 feet;
- 4.) S 50 degrees 54'00" E. a distance of 114.48 feet;
- 5.) N 78 degrees 23'00" E. a distance of 42.09 feet;
- 6.) S 77 degrees 26'00" E. a distance of 146.46 feet;
- 7.) N 12 degrees 34'00" E. a distance of 49.40 feet;
- 8.) S 66 degrees 28'00" E. a distance of 135.68 feet;
- 9.) N 10 degrees 23'00" E. a distance of 114.69 feet;
- 10.) N 79 degrees 37'00" W. a distance of 194.49 feet;
- 11.) N 59 degrees 56'00" W. a distance of 36.99 feet;

- 12.) N 72 degrees 52'00" W. a distance of 359.16 feet;
- 13.) S 41 degrees 42'21" W. a distance of 64.00 feet to the point of the 4-5 line of said H.E.S. 110;

thence N 79 degrees 37'00" W. along said 4-5 line a distance of 285.36 feet to corner 4; thence N 02 degrees 37'36" W. along the 4-3 line a distance of 865.64 feet to the South right of way line of U.S. Highway No. 6; thence N 76 degrees 56'49" E. along said south right of way line a distance of 41.59 feet to the centerline of Montezuma Road as shown on the B.L.M. Dependent Resurvey and survey plat approved August 31, 1978; thence along said centerline for the following eight (8) courses:

- 1.) S 13 degrees 18'11" E. a distance of 137.30 feet;
- 2.) 321.10 feet along the arc of a curve to the left having a central angle of 32 degrees 30'00", and a radius of 566.08 feet;
- 3.) S 45 degrees 48'11" E. a distance of 197.21 feet;
- 4.) 124.47 feet along the arc of a curve to the left having a central angle of 47 degrees 05'00", and a radius of 151.47 feet;
- 5.) N 87 degrees 06'49" E. a distance of 264.40 feet;
- 6.) 329.67 feet along the arc of a curve to the right having a central angle of 06 degrees 31'02", and a radius of 2898.26 feet;
- 7.) S 86 degrees 22'09" E. a distance of 701.51 feet;
- 8.) 108.22 feet along the arc of a curve to the left having a central angle of 02 degrees 03'58", and a radius of 3000.82 feet;

thence N 04 degrees 03'53" E. a distance of 29.55 feet to the Southwest corner of North Fork Subdivision Amended, a recorded plat; thence along the boundary of said North Fork Subdivision Amended for the following nine (9) courses:

- 1.) 286.89 feet along the arc of a non-tangent curve to the left, having a central angle of 05 degrees 31'59", a radius of 2970.82, and a chord which bears N 88 degrees 45'32" E. 286.78 feet distant;
- 2.) N 85 degrees 59'33" E. a distance of 938.66 feet;
- 3.) N 04 degrees 00'27" W. a distance of 212.57 feet;
- 4.) S 85 degrees 59'33" W. a distance of 189.85 feet;
- 5.) N 04 degrees 03'53" E. a distance of 68.09 feet;
- 6.) N 85 degrees 56'07" W. a distance of 148.51 feet;
- 7.) N 04 degrees 03'53" E. a distance of 86.45 feet;
- 8.) N 76 degrees 00'47" W. a distance of 152.28 feet;
- 9.) N 04 degrees 03'53" E. a distance of 134.38 feet; to the North line of the NW1/4 of said Section 19;

thence S 86 degrees 49'11" E. a distance of 234.74 feet to the North One-Quarter corner of said Section 19; thence N 89 degrees 13'26" E. along the North Line of Section 19 a distance of 2747.37 to the point of Beginning.

TOGETHER WITH A TRACT OF LAND BEING A PORTION OF THE THACKWELL PROPERTY AS RECORDED IN BOOK 183, PAGE 115 AND BOOK 186, PAGE 571, LOCATED IN H.E.S. 110, SECTION 19, T. 5 S., R. 76 W. OF THE 6TH P.M., SUMMIT COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER 4 OF SAID H.E.S. 110, THENCE S79°22'43"E ALONG THE 4-5 LINE OF SAID H.E.S. 110 A DISTANCE OF 215.29 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EAST KEYSTONE ROAD (A 60 FOOT RIGHT-OF-WAY); THENCE S41°52'19"W A DISTANCE OF 91.12 FEET; THENCE N52°20'42"W A DISTANCE OF 104.55 FEET; THENCE N71°11'45"W A DISTANCE OF 71.35 FEET; THENCE N01°17'44"W A DISTANCE OF 20.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT the Estate Lots described as follows:

Government Lot 9 and Government Lot 11 lying North of the 60' Montezuma Road right-of-way, Township 5 South, Range 76 West, Section 19, Summit County, Colorado

PARCEL 2 (HOMESTAKE TRIANGLE):

A PARCEL OF LAND LOCATED IN THE NORTH WEST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 76 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO, KNOWN AS LOT 44 AND 45 AS SHOWN ON THE METES AND BOUNDS SURVEY IN SECTION 19 AND 20 OF TOWNSHIP 5 SOUTH, RANGE 76 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO ACCEPTED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT ON DECEMBER 11, 1991, RECORDED MARCH 31, 1994 AS RECEPTION NO. 465188 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S79°48'35"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 1193.02 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE CONTINUING S79°48'35"E ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 121.25 FEET; THENCE DEPARTING SAID SOUTH LINE S55°01'11"W A DISTANCE OF 147.58 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE CONTINUING S55°01'11"W A DISTANCE OF 837.48 FEET TO CORNER NUMBER TWO OF THE PILOT MINING CLAIM (MS 7092); THENCE N34°56'47"W ALONG THE NORTHEAST LINE OF SAID PILOT MINING CLAIM A DISTANCE OF 149.99 FEET TO CORNER NUMBER 1 OF SAID PILOT MINING CLAIM; THENCE S55°16'49"W ALONG THE NORTHWEST LINE OF SAID PILOT MINING CLAIM A DISTANCE OF 503.34 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE N0°47'14"E ALONG THE SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 961.03 FEET TO THE TRUE POINT OF BEGINNING.

Note Re: Basis of Bearing:

Bearings are based on NAD 83 Bearing of S60°10'01"W from Control Station Keystone DMW, a brass cap in concrete, to control Station North Swan, a brass cap in concrete.

PARCEL 3 (MOBERG):

A tract of land being a portion of that tract of land previously described in Book 192 at Pages 441 and 442 in the office of the Summit County Clerk and Recorder, also being a portion of Homestead Entry Survey No. 110 as described by the United States General Land Office Plat of 1917, and as Monumented by United States Bureau of Land Management brass caps set in 1974, and lying entirely within the Northeast quarter of Section 24, Township 5 South, Range 77 West of the 6th Principal Meridian and being more particularly described as follows:

Commencing at corner No. 7 of said H.E.S. 110, being a brass cap, whence the Northeast corner of said Section 24, bears N 00 degrees 09'00" W. 1721.86 feet distant; thence along the 7-8 line of said H.E.S. 110, S 87 degrees 59'00" W. a distance of 942.05 feet; thence along the easterly boundary of Chateaux d'Mont for the following two (2) courses:

- 1.) N 01 degrees 13'00" W. a distance of 32.69 feet;
- 2.) N 15 degrees 32'00" W. a distance of 104.20 feet to the point of

beginning;

thence continuing along said easterly boundary of Chateaux d'Mont N 15 degrees 32'00" W. a distance of 269.80 feet to a point on the boundary of Snowdance P.U.D., a subdivision of record, whence a pin and cap with L.S. No. 4974 bears S 75 degrees 58'41" W. 0.44 feet distant; thence along the southerly boundary of said Snowdance P.U.D. for the following three (3) courses:

- 1.) S 48 degrees 49'00" E. a distance of 143.20 feet;
- 2.) N 82 degrees 43'06" E. a distance of 114.32 feet;
- 3.) N 57 degrees 39'05" E. a distance of 50.66 feet; to the southwest corner of that tract of land described at Reception No. 176426 in the Summit County Records;

thence along the southerly boundary of said tract described as Reception No. 176426 and along the southerly boundary of that tract of land described at Reception No. 186827 for the following two (2) courses:

- 1.) N 57 degrees 39'05" E. a distance of 86.07 feet;
- 2.) S 33 degrees 10'17" E. a distance of 212.81 feet to a point on the boundary of Frostfire Condominiums, a subdivision of record;

thence along the southerly boundary of said Frostfire Condominiums for the following two (2) courses:

- 1.) N 33 degrees 10' 17" E a distance of 142.40 feet;
- 2.) S 73 degrees 39' 12" E a distance of 142.72 feet to a point on the boundary of that tract of land described as Parcel 3 (east) at Reception No. 188911;

thence along the Westerly Boundary of said Tract known as Parcel 3 (East) for the following four (4) courses:

- 1.) Due south a distance of 460.21 feet to a pin and cap whence said corner No. 7 of H.R.S. 110 bears S 68 degrees 08'24" E 403.33 feet distant;
- 2.) S 88 degrees 03'20" W a distance of 238.68 feet;
- 3.) 133.16 Feet along the arc of a curve to the left having a central angle of 26 degrees 16'07" and a radius of 290.44 feet, the chord of which bears S 74 degrees 54'57" W. 132.00 feet distant;
- 4.) S 88 degrees 03'19" W a distance of 229.98 feet to the Point of beginning.

PARCEL 4 (WEST TRADE/AMAX):

A PARCEL OF LAND LOCATED IN SECTION 22 AND THE WEST HALF OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 27 TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S00°16'04"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 650.78 FEET TO THE NORTH EAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTH EAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE N89°34'16"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTH EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, A DISTANCE OF 526.44 FEET TO A POINT ON THE HIGH BANK OF THE SNAKE RIVER; THENCE ALONG THE SAID HIGH BANK THE FOLLOWING 6 COURSES: 1) N50°16'15"W A DISTANCE OF 35.53 FEET; 2) THENCE N73°34'58"W A DISTANCE OF 80.45 FEET; 3) THENCE N86°35'18"W A DISTANCE OF 48.94 FEET; 4) THENCE S84°23'03"W A DISTANCE OF 162.66 FEET; 5) THENCE N86°15'38"W A DISTANCE OF 83.50 FEET; 6) THENCE N72°35'41"W A DISTANCE OF 116.90 FEET; THENCE S49°15'50"W A DISTANCE OF 104.26 FEET; THENCE N89°31'05"W A DISTANCE OF 346.58 FEET; THENCE S00°10'33"W A DISTANCE OF 1120.89 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF KEYSTONE RANCH ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES: 1) N83°18'17"E A DISTANCE OF 1317.33 FEET TO A POINT OF CURVATURE; 2) THENCE 159.18 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°42'37", A RADIUS OF 487.47 FEET AND A CHORD WHICH BEARS N73°56'55"E A DISTANCE OF 158.48 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE S00°23'35"W ALONG SAID EAST LINE A DISTANCE OF 64.97 FEET TO AP5 OF GOVERNMENT LOT 17 OF SAID SECTION 22; THENCE ALONG THE SOUTHERLY LINE OF GOVERNMENT LOTS 17 AND 15 OF SAID SECTION 22 THE FOLLOWING 4 COURSES: 1) 151.56 FEET ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°51'41", A RADIUS OF 547.47 FEET AND A CHORD WHICH BEARS S75°26'01"W A DISTANCE OF 151.07 FEET; 2) THENCE S83°21'55"W A DISTANCE OF 641.85 FEET; 3) THENCE S80°48'31"W A DISTANCE OF 860.05 FEET; 4) THENCE N70°32'17"W A DISTANCE OF 407.68 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE S00°11'47"W ALONG SAID EAST LINE A DISTANCE OF 852.67 FEET TO THE NORTH EAST CORNER OF THE WEST HALF OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SAID SECTION 27; THENCE S00°15'48"W A DISTANCE OF 1323.86 FEET TO THE SOUTHEAST CORNER OF THE SAID WEST HALF OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 27; THENCE N89°44'06"W A DISTANCE OF 670.83 FEET TO THE SOUTHWEST CORNER OF THE SAID WEST HALF OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 27; THENCE N00°11'00"E A DISTANCE OF 1324.04 FEET TO THE NORTH QUARTER CORNER OF SECTION 27; THENCE N89°46'47"W A DISTANCE OF 1341.36 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE N89°45'53"W A DISTANCE OF 671.03 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST

QUARTER OF SAID SECTION 22; THENCE N00°09'45"E A DISTANCE OF 1315.56 FEET TO THE NORTH WEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE N00°09'46"E A DISTANCE OF 657.26 FEET TO THE NORTH WEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE S89°30'27"E A DISTANCE OF 671.05 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTH EAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE N00°09'56"E A DISTANCE OF 657.01 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE S89°23'44"E A DISTANCE OF 671.24 FEET TO THE NORTH EAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE N04°20'09"E A DISTANCE OF 13.25 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NUMBER 6; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 6 COURSES: 1) S80°52'32"E A DISTANCE OF 1408.29 FEET; 2) THENCE N77°08'16"E A DISTANCE OF 93.64 FEET; 3) THENCE S80°54'44"E A DISTANCE OF 54.71 FEET TO A POINT OF CURVATURE; 4) THENCE 1261.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36°24'45", A RADIUS OF 1984.38 FEET AND A CHORD WHICH BEARS N80°52'46"E A DISTANCE OF 1240.02 FEET; 5) THENCE N62°40'16"E A DISTANCE OF 436.08 FEET; THENCE N62°48'04"E A DISTANCE OF 242.46 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE S00°04'03"W ALONG SAID EAST LINE A DISTANCE OF 343.94 FEET TO THE TRUE POINT OF BEGINNING.

Note Re: Basis of Bearing:

Bearings are based on NAD 83 Bearing of S60°10'05"W from Control Station Keystone DMWW, a brass cap in concrete, to control Station North Swan, a brass cap in concrete.

TOGETHER WITH the following described parcel:

A PARCEL OF LAND BEING COMPRISED OF A PORTION OF GOVERNMENT LOTS 12, 15, AND 17 AND THE S 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE 6th PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE U.S.B.L.M. AP3, A STANDARD ALUMINUM CAP MONUMENT ON THE BOUNDARY COMMON TO GOVERNMENT LOTS 17 AND 18 BEARS S 30°46'42" E, 65.52 FEET DISTANT; THENCE N 30°46'42" W, A DISTANCE OF 996.40 FEET; THENCE N 49°15'50" E, A DISTANCE OF 285.60 FEET TO A POINT ON THE SOUTHERLY LINE OF GOVERNMENT LOT 10; THENCE N 89°31'05" W, A DISTANCE OF 346.58 FEET; THENCE S 00°10'33" W, A DISTANCE OF 1120.89 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF KEYSTONE RANCH ROAD; THENCE N 83°18'17" E, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 647.90 FEET TO THE POINT OF BEGINNING.

AND, together with:

A PARCEL OF LAND BEING COMPRISED OF A PORTION OF GOVERNMENT LOT 17 AND THE S 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE 6th PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/16 OF SECTIONS 22 AND 23, TOWNSHIP 5 SOUTH, RANGE 77 WEST, A STANDARD U.S.B.L.M. ALUMINUM CAP MONUMENT; THENCE N 00°16'08" E, ALONG THE EAST LINE OF SAID SECTION 22 A DISTANCE OF 550.62 FEET TO A POINT ON THE SOUTHERLY LINE OF GOVERNMENT LOT 7; THENCE N 89°34'17" W, ALONG THE SOUTHERLY LINE OF SAID LOT 7 A DISTANCE OF 526.44 FEET; THENCE S 50°16'15" E, A DISTANCE OF 45.29 FEET; THENCE S 62°28'42" E, A DISTANCE OF 129.97 FEET; THENCE S 81°27'22" E, A DISTANCE OF 75.63 FEET; THENCE N 86°37'38" E, A DISTANCE OF 175.01 FEET; THENCE S 07°46'50" E, A DISTANCE OF 837.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF KEYSTONE RANCH ROAD; THENCE 9.44 FEET ON THE ARC OF A CURVE TO THE LEFT ALONG SAID RIGHT-OF-WAY HAVING A RADIUS OF 487.47 FEET, AN INTERIOR ANGLE OF 01°06'34" AND A CHORD THAT BEARS N 65°08'53" E, A DISTANCE OF 9.44 FEET; THENCE N 00°24'13" E, A DISTANCE OF 261.19 FEET TO THE POINT OF BEGINNING.

PARCEL 5 (BROWN'S CABIN):

A Tract of land in Section 19, Township 5 South, Range 76 West of the 6th P.M.

A Portion of H.E.S. No. 110, sometimes called Tract "I" described as follows:

Beginning at a point N2 degrees 39'11" W 29.13 feet to the southerly corner of said tract "I" from point #4 H.E.S. 110 (point #4 H.E.S. 110 is located S 41 degrees 05'36" E, 429.48 feet from the northwest corner of Section 19, Township 5 South, Range 78 West of the 6th P.M., Summit County, Colorado);

Thence continuing N 2 degrees 39'11" W from said southerly corner, 281.01 feet to the true point of beginning;
thence continuing N 2 degrees 39'11" W, 135.00 feet;
thence S 77 degrees 00'52" W, 129.86 feet;
thence S 2 degrees 39'11" E, 135.00 feet;
thence N 77 degrees 00'52" E, 129.86 feet to said true point of beginning.

COUNTY OF SUMMIT
STATE OF COLORADO

PARCEL 6 (WINTERSET):

Lot 1 and Tracts A and B, Winterset, according to the Final Plat recorded July 23, 1982 under Reception No. 242756, together with any and all property described by the Condominium Map of Winterset Condominium recorded February 13, 1984 under Reception No. 272833.

PARCEL 7 (FROSTFIRE):

A Tract of land located within the NE 1/4 of Section 24; Township 5 South, Range 77 West; and the NW 1/4 of Section 19; Township 5 South, Range 76 West of the Sixth Principal Meridian, Summit County, Colorado, being a portion of Homestead Entry Survey No. 110, and identified as "Remainder of Tract A" of the Amended Plat of Frostfire Condominiums recorded November 15, 1984 at Reception No. 287537, and more particularly described as follows:

Commencing at the Northeast corner of said Section 24; thence along the east line of said Section 24 S 00 degrees 09'00" E 421.00 feet to a point on the Southerly right of way line of U.S. Highway No. 6; thence along said right of way line S 77 degrees 00'00" W 399.35 feet; thence S 67 degrees 20'00" E 375.42 feet; thence S 02 degrees 34'00" E 51.61 feet; thence S 64 degrees 46'13" E 221.72 feet; thence S 64 degrees 22'29" E 196.42 feet to the point of beginning; thence S 64 degrees 22' 29" E 220.15 feet; thence S 57 degrees 05'34" E 256.99 feet; thence N 83 degrees 05'33" E 186.66 feet; thence S 71 degrees 04'27" E 71.57 feet; thence S 52 degrees 34'27" E 104.10 feet; thence S 41 degrees 42'21" W 126.75 feet; thence S 75 degrees 48'00" W 126.00 feet; thence S 62 degrees 24'30" W 129.50 feet; thence S 79 degrees 53'00" W 126.60 feet; thence S 89 degrees 43'00" W 87.50 feet; thence N 52 degrees 24'15" W 48.00 feet; thence N 16 degrees 04'00" W 159.00 feet; thence N 05 degrees 06'00" E 43.00 feet; thence 28.46 feet on the arc of a curve to the left with a radius of 18.12 feet, an interior angle of 90 degrees 00'00" and a chord which bears N 39 degrees 54'00" W 25.63 feet distant; thence S 84 degrees 54'00" W 195.25 feet; thence N 05 degrees 06'00" W 114.00 feet; thence N 84 degrees 54'00" E 50.00 feet; thence N 05 degrees 06'00" W 135.59 feet to the Point of Beginning.

LESS AND EXCEPT A TRACT OF LAND BEING A PORTION OF THE REMAINDER OF TRACT A, FROSTFIRE CONDOMINIUMS, ACCORDING TO THE AMENDED PLAT THEREOF RECORDED AT RECEPTION NO. 287537 IN THE OFFICE OF THE CLERK AND RECORDER, SUMMIT COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE NORTHERLY BOUNDARY LINE OF SAID REMAINDER OF TRACT A, WHENCE CORNER NO. 4 OF H.E.S. NO. 110 BEARS N 01°17'44"W 20.67 FEET DISTANT; THENCE ALONG THE FOLLOWING EIGHT (8) COURSES:

- (1) S01°17'44"E A DISTANCE OF 10.72 FEET;
- (2) S75°43'00"W A DISTANCE OF 241.14 FEET;
- (3) 46.46 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 27.50 FEET, A CENTRAL ANGLE OF 96°47'45" AND A CHORD WHICH BEARS N55°48'08"W 41.13 FEET DISTANT;
- (4) N07°24'15"W A DISTANCE OF 60.00 FEET;
- (5) 63.10 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 72.50 FEET, A CENTRAL ANGLE OF 49°52'15" AND A CHORD WHICH BEARS N32°20'22"W 61.13 FEET DISTANT;
- (6) N57°16'30"W A DISTANCE OF 110.93 FEET;
- (7) 33.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 27°37'30" AND A CHORD WHICH BEARS N71°05'15"W 33.42 FEET DISTANT;
- (8) S84°54'00"W A DISTANCE OF 174.15 FEET TO THE WESTERLY BOUNDARY LINE OF SAID REMAINDER OF TRACT A;

THENCE N05°06'00"W ALONG SAID WESTERLY BOUNDARY LINE A DISTANCE OF 72.37 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID REMAINDER OF TRACT A; THENCE ALONG SAID NORTHERLY BOUNDARY LINE FOR THE FOLLOWING THREE (3) COURSES:

- (1) S64°26'59"E A DISTANCE OF 230.03 FEET;
- (2) S57°02'20"E A DISTANCE OF 257.20 FEET;
- (3) N83°11'38"E A DISTANCE OF 186.64 FEET TO THE POINT OF BEGINNING.

PARCEL 8 (LANCASTER LODGE/SLOPESIDE):

Parcels 1, 2, 4, 5 and 6, A Condominium Map of Slopeside Condominium a Resubdivision of Tract B-2, Lancaster Lodge according to the plat recorded July 9, 1993 at Reception No. 446321, ALSO KNOWN AS:

TRACT B-2 LANCASTER LODGE ACCORDING to the plat recorded January 18, 1985 as Reception No. 291029, less and except the following:

A TRACT OF LAND BEING A PORTION OF TRACT B-2, LANCASTER LODGE, a subdivision recorded as Reception No. 291029 and being more particularly described as follows:

Beginning at a point on the easterly boundary line of said tract B-2, whence the southeast corner of said Tract B-2 bears S 02 degrees 01'00" E. 30.24 feet distant; thence S 87 degrees 59'00" W. a distance of 126.56 feet; thence N 02 degrees 01'00" W. a distance of 101.33 feet; thence N 87 degrees 59'00"E. a distance of 37.90 feet; thence N 02 degrees 01'00" W. a distance of 171.63 feet; thence N 87 degrees 59'00" E. a distance of 88.66 feet; thence S 02 degrees 01'00" E. a distance of 272.95 feet to the point of beginning.

PARCEL 9 (BASE II/MOUNTAIN HOUSE):

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 24, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 76 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N85°18'04"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1306.41 FEET TO THE SOUTH WEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE N88°19'30"E ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 653.36 FEET TO THE SOUTH WEST CORNER OF GOVERNMENT LOT 7; THENCE N00°25'54"E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 7; A DISTANCE OF 489.96' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NUMBER 6; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING 4 COURSES, 1) S85°41'59"E A DISTANCE OF 264.35 FEET TO A POINT OF CURVATURE; 2) THENCE 233.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04°35'01", A RADIUS OF 2915.00 FEET AND A CHORD WHICH BEARS S87°59'28"E A DISTANCE OF 233.14 FEET; 3) THENCE S65°18'26"E ON A NON RADIAL LINE A DISTANCE OF 114.14 FEET; 4) THENCE 254.12 FEET ALONG A NON TANGENT CURVE TO LEFT HAVING A CENTRAL ANGLE OF 04°54'38", A RADIUS OF 2565.00 FEET AND A CHORD WHICH BEARS N85°15'43"E A DISTANCE OF 254.04 FEET TO A POINT ON THE 9-B LINE OF H.E.S. 110; THENCE S05°35'08"W ALONG SAID 9-B LINE OF H.E.S. 110 A DISTANCE OF 807.62 FEET TO CORNER NUMBER 8 OF SAID H.E.S. 110; THENCE N85°16'30"E ALONG THE 8-7 LINE OF H.E.S. 110 A DISTANCE OF 371.92 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 193 AT PAGES 383 AND 384; THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 198 AT PAGES 383 AND 384 THE FOLLOWING 4 COURSES, 1) N01°55'23"W A DISTANCE OF 456.68 FEET; 2) THENCE S80°42'14"E A DISTANCE OF 123.56 FEET; 3) THENCE N73°28'28"E A DISTANCE OF 262.00 FEET; 4) THENCE S01°44'31"E A DISTANCE OF 279.98 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 179 AT PAGE 435; THENCE N88°22'04"E A DISTANCE OF 193.56 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 179 AT PAGE 435; THENCE S01°46'33"E A DISTANCE OF 219.70 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 179 AT PAGE 435 ALSO BEING A POINT ON THE 8-7 LINE OF H.E.S. 110; THENCE N88°16'30"E ALONG SAID 8-7 LINE OF H.E.S. 110 A DISTANCE OF 555.15 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 192 AT PAGES 441 AND 442; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 192 AT PAGES 441 AND 442 THE FOLLOWING 2 COURSES, 1) N60°55'25"W A DISTANCE OF 32.69 FEET; 2) THENCE N15°14'26"W A DISTANCE OF 104.20 FEET TO A POINT ON THE SOUTHERLY LINE OF A TRACT OF LAND DESCRIBED IN BOOK 242 AT PAGE 703; THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID PARCEL OF LAND DESCRIBED IN BOOK 242 AT PAGE 703 THE FOLLOWING 4 COURSES, 1) N88°20'53"E A DISTANCE OF 229.98 FEET TO A POINT ON A NON TANGENT CURVE; 2) THENCE 133.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°26'16"07", A RADIUS OF 290.44 FEET AND A CHORD WHICH BEARS N75°12'50"E A DISTANCE OF 132.00 FEET TO A POINT OF TANGENCY; 3) THENCE N88°20'54"E A DISTANCE OF 238.58 FEET; 4) THENCE N00°17'34"E A DISTANCE OF 460.23 FEET TO THE CENTERLINE OF THE

SNAKE RIVER; THENCE ALONG SAID CENTERLINE OF THE SNAKE RIVER THE
 FOLLOWING 3 COURSES, 1) S73°21'40"E A DISTANCE OF 13.86 FEET; 2)
 THENCE S62°18'31"E A DISTANCE OF 261.03 FEET; 3) THENCE
 N87°03'52"E A DISTANCE OF 84.36 FEET; THENCE S00°17'34"W ALONG
 THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 192 AT
 PAGES 441 AND 442, A DISTANCE OF 492.27 FEET TO A POINT ON THE 7-
 8 LINE OF H.E.S. 110; THENCE N88°16'30"E A DISTANCE OF 65.05 FEET
 TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION
 24; THENCE CONTINUING N88°16'30"E ALONG SAID 7-8 LINE OF H.E.S.
 110 A DISTANCE OF 335.15 FEET TO THE NORTHEAST CORNER OF
 GOVERNMENT LOT 58 IN SAID SECTION 15; THENCE THE FOLLOWING 4
 COURSES ALONG THE EASTERLY AND SOUTHERLY LINE OF SAID GOVERNMENT
 LOT 58, 1) S09°35'30"E A DISTANCE OF 222.22 FEET; 2) THENCE
 S80°24'30"W A DISTANCE OF 167.64 FEET; 3) THENCE S65°06'12"W A
 DISTANCE OF 207.64 FEET; 4) THENCE N87°03'48"W A DISTANCE OF
 19.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER
 OF SECTION 24; THENCE THE NEXT 25 COURSES ALONG THE SOUTHERLY
 LINE OF GOVERNMENT LOTS 16, 14, 20, 18 IN SECTION 24, 1)
 N87°04'48"W A DISTANCE OF 239.40 FEET; 2) THENCE N69°27'36"W A
 DISTANCE OF 98.67 FEET; 3) THENCE S70°28'21"W A DISTANCE OF
 261.55 FEET; 4) THENCE S44°21'18"W A DISTANCE OF 193.76 FEET; 5)
 THENCE S17°32'12"W A DISTANCE OF 156.42 FEET; 6) THENCE
 S68°47'49"W A DISTANCE OF 30.89; 7) THENCE N53°38'02"W A DISTANCE
 OF 302.64 FEET; 8) THENCE N54°13'09"W A DISTANCE OF 188.69 FEET;
 9) THENCE S87°41'54"W A DISTANCE OF 242.48 FEET; 10) THENCE
 S77°00'15"W A DISTANCE OF 145.08 FEET; 11) THENCE S53°06'44"W A
 DISTANCE OF 225.67 FEET; 12) THENCE S60°13'06"W A DISTANCE OF
 108.18 FEET; 13) THENCE S25°03'35"W A DISTANCE OF 209.35 FEET;
 14) THENCE N48°43'24"W A DISTANCE OF 299.61 FEET; 15) THENCE
 N12°11'25"W A DISTANCE OF 122.80 FEET; 16) THENCE S85°17'52"W A
 DISTANCE OF 351.12 FEET; 17) THENCE N09°13'30"W A DISTANCE OF
 130.94 FEET; 18) THENCE S77°34'59"W A DISTANCE OF 191.33 FEET;
 19) THENCE N73°30'24"W A DISTANCE OF 270.23 FEET; 20) THENCE
 N76°23'32"W A DISTANCE OF 129.27 FEET; 21) THENCE N78°23'43"W A
 DISTANCE OF 209.79 FEET; 22) THENCE N82°25'09"W A DISTANCE OF
 365.83 FEET; 23) THENCE N83°49'45"W A DISTANCE OF 777.81 FEET;
 24) THENCE S86°17'04"W A DISTANCE OF 651.92 FEET; 25) THENCE
 N30°10'38"W A DISTANCE OF 20.05 FEET TO A POINT ON THE WEST LINE
 OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE THE FOLLOWING
 6 COURSES ALONG THE SOUTHERLY LINE OF GOVERNMENT LOT 18 AND 5 OF
 SAID SECTION 23, 1) N30°10'38"W A DISTANCE OF 33.77 FEET TO A
 POINT ON A NON TANGENT CURVE; 2) THENCE 75.22 FEET ALONG THE ARC
 OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 142°05'24"
 RADIUS OF 300.37 FEET AND A CHORD WHICH BEARS N65°14'08"W A
 DISTANCE OF 75.02 FEET; 3) THENCE N58°04'02"W A DISTANCE OF
 107.38 FEET TO A POINT OF CURVATURE; 4) THENCE 258.98 FEET ALONG
 THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF
 275°3'15", A RADIUS OF 532.09 FEET AND A CHORD WHICH BEARS
 N72°00'02"W A DISTANCE OF 256.43 FEET TO A POINT OF TANGENCY; 5)
 THENCE N85°56'02"W A DISTANCE OF 66.83 FEET TO A POINT OF
 CURVATURE; 6) THENCE 185.44 FEET ALONG THE ARC OF A CURVE TO THE
 RIGHT HAVING A CENTRAL ANGLE OF 31°25'26", A RADIUS OF 338.12
 FEET AND A CHORD WHICH BEARS N70°13'56"W A DISTANCE OF 183.13
 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE
 SOUTH EAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE
 N00°19'25"E ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE
 SOUTH EAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 A
 DISTANCE OF 191.37 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH
 EAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE
 S88°43'30"E ALONG SAID NORTH LINE OF THE SOUTH EAST QUARTER OF
 THE NORTHEAST QUARTER OF SECTION 23 A DISTANCE OF 659.51 FEET TO
 THE TRUE POINT OF BEGINNING.

Note Re: Basis of Bearing:

Bearings are based on NAD 83 Bearing of S60°10'05"W from
 Control Station Keystone DMW, a brass cap in concrete,
 to control Station North Swan, a brass cap in concrete.

PARCEL 10 (TENDERFOOT II):

A PARCEL OF LAND BEING THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 24 AND GOVERNMENT LOT 6 IN SECTION 24 AND THAT PART OF GOVERNMENT LOT 5 IN SECTION 24 THAT IS NORTH OF THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 6 ALL BEING LOCATED IN TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N85°07'55"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24 A DISTANCE OF 282.69 FEET TO CORNER NUMBER 9 OF H.E.S. 110; THENCE S05°35'08"W ALONG THE 9-8 LINE OF H.E.S. 110 A DISTANCE OF 746.66 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 6; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 2 COURSES, 1) 599.31 FEET ALONG THE ARC OF NON TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°17'06"; A RADIUS OF 2795.00 FEET, AND A CHORD WHICH BEARS S88°09'28"W A DISTANCE OF 598.17 FEET; 2) THENCE N85°41'59"W A DISTANCE OF 272.46 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 6; THENCE N00°25'54"E ALONG SAID WEST LINE A DISTANCE OF 49.71 FEET; THENCE N00°18'54"E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 A DISTANCE OF 662.32 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE N00°03'50"E ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 659.08 FEET; THENCE N88°03'40"E ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, A DISTANCE OF 654.20 FEET; THENCE S00°05'49"E ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 13 A DISTANCE OF 660.52 FEET TO THE TRUE POINT OF BEGINNING.

Note Re: Basis of Bearing:

Bearings are based on NAD 83 Bearing of S60°10'05"W from Control Station Keystone DHWW, a brass cap in concrete, to control Station North Swan, a brass cap in concrete.

PARCEL 11 (BASE III):

A TRACT OF LAND LOCATED IN SECTIONS 13, 23 AND 24, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO AND COMMONLY KNOWN AS KEYSTONE, BASE III, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 23, THENCE N 00°11'34" W ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 1326.69 FEET TO THE NORTHWEST CORNER OF THE S 1/2 NW 1/4 OF SAID SECTION 23; THENCE S 89°49'25" W ALONG THE NORTH LINE OF SAID S 1/2 NW 1/4 A DISTANCE OF 756.60 FEET; THENCE S 09°45'19" E A DISTANCE OF 493.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN COURSES:

- 1) 580.76 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 11°24'57", A RADIUS OF 2914.79 FEET AND A CHORD WHICH BEARS N 80°44'01" E 579.80 FEET DISTANT;
- 2) N 86°26'29" E A DISTANCE OF 9.65 FEET;
- 3) N 75°00'58" E A DISTANCE OF 102.23 FEET;
- 4) N 86°26'29" E A DISTANCE OF 309.56 FEET;
- 5) 574.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°54'07", A RADIUS OF 1839.86 FEET AND A CHORD WHICH BEARS N 77°29'25" E 572.53 FEET DISTANT;
- 6) N 81°13'03" E A DISTANCE OF 86.96 FEET;
- 13) N 68°32'22" E A DISTANCE OF 148.44 FEET TO THE SOUTHWEST CORNER OF KEYSTONE EMPLOYEE HOUSING, A SUBDIVISION AS FILED FOR RECORD UNDER RECEPTION NO. 168102 IN THE OFFICE OF THE SUMMIT COUNTY, COLORADO CLERK AND RECORDER;

THENCE N 00°07'26" E ALONG THE WEST LINE OF SAID KEYSTONE EMPLOYEE HOUSING A DISTANCE OF 822.14 FEET TO THE NORTHWEST CORNER OF SAID KEYSTONE EMPLOYEE HOUSING; THENCE N 63°33'52" E A DISTANCE OF 1474.86 FEET TO THE NORTHWEST CORNER OF TRACT D, KEYSTONE VILLAGE I AMENDED, A SUBDIVISION AS FILED FOR RECORD UNDER RECEPTION NO. 155590 IN SAID OFFICE OF THE CLERK AND RECORDER; THENCE S 89°47'51" E ALONG THE NORTHERLY BOUNDARY LINE OF SAID TRACT D A DISTANCE OF 1319.23 FEET TO THE NE CORNER OF SAID TRACT D, ALSO BEING THE NE CORNER OF SAID SECTION 23, THE SW CORNER OF SAID SECTION 13 AND THE SW CORNER OF TENDERFOOT FILING NO. 1, A SUBDIVISION AS FILED FOR RECORD UNDER RECEPTION NO. 199319 IN SAID OFFICE OF THE CLERK AND RECORDER; THENCE N 00°04'47" W ALONG THE WEST LINE OF SAID SECTION 13 ALSO BEING THE WEST LINE OF SAID TENDERFOOT SUBDIVISION; THENCE N 87°48'26" E A DISTANCE OF 1963.38 FEET TO THE NE CORNER OF SW 1/4, SE 1/4, SW 1/4 OF SAID SECTION 13; THENCE S 00°09'07" E A DISTANCE OF 660.50 FEET TO THE SE CORNER OF THE SW 1/4, SE 1/4, SW 1/4 OF SAID SECTION 13, ALSO BEING THE NE CORNER OF NW 1/4, NE 1/4,

NW 1/4 OF SAID SECTION 24; THENCE S 00°07'46" W A DISTANCE OF 835.23 FEET TO THE NORTHEAST CORNER OF KEYSTONE VILLAGE II, A SUBDIVISION AS FILED FOR RECORD UNDER RECEPTION NO. 156682 IN SAID OFFICE OF THE CLERK AND RECORDER; THENCE ALONG THE BOUNDARY OF SAID KEYSTONE VILLAGE II FOR THE FOLLOWING THREE COURSES:

- 1) S 00°07'46" W A DISTANCE OF 484.79 FEET;
- 2) S 88°01'13" W A DISTANCE OF 653.24 FEET;
- 3) S 88°01'15" W A DISTANCE OF 1057.39 FEET TO THE SW CORNER OF SAID KEYSTONE VILLAGE II, ALSO BEING THE SE CORNER OF KEYSTONE VILLAGE I AMENDED;

THENCE ALONG THE BOUNDARY OF SAID KEYSTONE VILLAGE I AMENDED FOR THE FOLLOWING THREE COURSES:

- 1) S 88°01'15" W A DISTANCE OF 249.09 FEET;
- 2) S 89°58'00" W A DISTANCE OF 660.91 FEET;
- 3) S 00°02'43" E A DISTANCE OF 195.55 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SODA SPRING SUBDIVISION, A SUBDIVISION AS FILED FOR RECORD UNDER RECEPTION NO. 219426 IN SAID OFFICE OF THE CLERK AND RECORDER, ALSO BEING IN THE RIGHT-OF-WAY OF SUMMIT COUNTY ROAD NO. 8; ALSO KNOWN AS KEYSTONE ROAD;

THENCE ALONG THE BOUNDARY OF SAID SODA SPRING SUBDIVISION FOR THE FOLLOWING FIVE COURSES:

- 1) 185.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 31°30'34", A RADIUS OF 338.12 FEET AND A CHORD WHICH BEARS S 70°31'41" E 183.61 FEET DISTANT;
- 2) S 86°16'58" E A DISTANCE OF 66.79 FEET;
- 3) 258.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 27°52'02", A RADIUS OF 532.69 FEET AND A CHORD WHICH BEARS S 72°20'57" E, 256.25 FEET DISTANT;
- 4) S 58°24'56" E A DISTANCE OF 107.32 FEET;
- 5) 75.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 14°20'17", A RADIUS OF 300.37 FEET AND A CHORD WHICH BEARS S 65°35'06" E 74.97 FEET DISTANT TO A POINT BEING THE INTERSECTION OF SAID SUMMIT COUNTY ROAD NO. 8 AND SUMMIT COUNTY ROAD NO. 4, ALSO KNOWN AS SODA RIDGE ROAD;

THENCE CONTINUING ALONG SAID SODA SPRING SUBDIVISION BOUNDARY, ALSO BEING IN THE RIGHT-OF-WAY OF SAID SUMMIT COUNTY ROAD NO. 4 FOR THE FOLLOWING SIX COURSES:

- 1) 158.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 35°14'49", A RADIUS OF 257.93 FEET AND A CHORD WHICH BEARS S 40°04'50" W 156.18 FEET DISTANT;
- 2) S 57°42'14" W A DISTANCE OF 104.68 FEET;
- 3) 65.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 07°40'13", A RADIUS OF 497.49 FEET AND A CHORD WHICH BEARS S 53°52'08" W 65.88 FEET DISTANT;
- 4) S 50°02'01" W A DISTANCE OF 341.09 FEET;

- 5) 461.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°32'59", A RADIUS OF 4765.73 FEET AND A CHORD WHICH BEARS S 52°48'30" W 461.43 FEET DISTANT;
- 6) S 55°35'00" W A DISTANCE OF 525.79 FEET;

THENCE S 00°01'30" W A DISTANCE OF 66.69 FEET TO THE NE CORNER OF KEYSTONE GULCH CONDOMINIUMS, A CONDOMINIUM PLAT AS FILED FOR RECORD UNDER RECEPTION NO. 165363 IN SAID OFFICE OF THE CLERK AND RECORDER; THENCE CONTINUING S 00°01'30" W ALONG THE EAST BOUNDARY OF SAID KEYSTONE GULCH CONDOMINIUMS A DISTANCE OF 215.18 FEET TO THE NE CORNER OF LOT 47, AMENDED MOON VALLEY NO. 1, AS FILED FOR RECORD UNDER RECEPTION NO. 209801 IN SAID OFFICE OF THE CLERK AND RECORDER; THENCE CONTINUING S 00°01'30" W ALONG THE EAST BOUNDARY OF SAID LOT 47 AND LOT 48 OF SAID AMENDED MOON VALLEY NO. 1 A DISTANCE OF 264.08 FEET TO THE SE CORNER OF SAID LOT 48; THENCE S 89°50'38" W ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 48 AND LOT 49 OF SAID AMENDED MOON VALLEY NO. 1 A DISTANCE OF 265.12 FEET TO THE SE CORNER OF SAID LOT 49, ALSO BEING THE SE CORNER OF SAID KEYSTONE GULCH CONDOMINIUMS; THENCE CONTINUING S 89°50'38" W ALONG THE SOUTHERLY BOUNDARY OF SAID KEYSTONE GULCH CONDOMINIUMS A DISTANCE OF 212.31 FEET TO THE SW CORNER OF SAID KEYSTONE GULCH CONDOMINIUMS ALSO BEING THE SE CORNER OF LOT 52, AMENDED MOON VALLEY NO. 1 A SUBDIVISION AS FILED FOR RECORD UNDER RECEPTION NO. 209802 IN SAID OFFICE OF THE CLERK AND RECORDER; THENCE CONTINUING S 89°50'38" W ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 52 A DISTANCE OF 126.31 FEET TO THE SW CORNER OF SAID LOT 52; THENCE CONTINUING S 89°50'38" W A DISTANCE OF 22.96 FEET TO THE SE CORNER OF LOT 54, AMENDED MOON VALLEY NO. 2 AS RECORDED UNDER RECEPTION NO. 225103 IN SAID OFFICE OF THE CLERK AND RECORDER; THENCE CONTINUING S 89°50'38" W ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 54 AND LOTS 58 AND LOT 59 OF SAID AMENDED MOON VALLEY NO. 2 A DISTANCE OF 696.87 FEET; THENCE S 00°07'25" W ALONG THE EASTERLY BOUNDARY OF SAID LOT 59 A DISTANCE OF 109.59 FEET TO THE SE CORNER OF SAID LOT 59; THENCE N 81°41'34" W ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 59 A DISTANCE OF 87.79 FEET TO THE SW CORNER OF SAID LOT 59, ALSO BEING THE SE CORNER OF SAW WHISKERS SUBDIVISION, A SUBDIVISION AS RECORDED UNDER RECEPTION NO. 155589 IN SAID OFFICE OF THE CLERK AND RECORDER; THENCE S 73°19'44" W ALONG THE SOUTHERLY BOUNDARY OF SAID SAW WHISKERS SUBDIVISION A DISTANCE OF 1504.31 FEET TO THE SE CORNER OF SAW WHISKERS II SUBDIVISION, A SUBDIVISION AS FILED FOR RECORD UNDER RECEPTION NO. 239467 IN SAID OFFICE OF THE CLERK AND RECORDER; THENCE CONTINUING S 73°19'44" W ALONG THE SOUTHERLY BOUNDARY OF SAID SAW WHISKERS II SUBDIVISION A DISTANCE OF 447.43 FEET TO THE NE CORNER OF SAID SAW WHISKERS III SUBDIVISION AS RECORDED UNDER RECEPTION NO. 320296 IN SAID OFFICE OF THE CLERK AND RECORDER; THENCE ALONG THE BOUNDARY OF SAID SAW WHISKERS III SUBDIVISION FOR THE FOLLOWING THREE COURSES:

- 1) S 00°01'06" E A DISTANCE OF 325.69 FEET;
- 2) N 89°55'23" W A DISTANCE OF 651.58 FEET;
- 3) N 00°04'30" E A DISTANCE OF 325.07 FEET TO THE NW CORNER OF SAID SAW WHISKERS III SUBDIVISION;

THENCE N 00°00'54" W A DISTANCE OF 1301.94 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT Tract A, Quicksilver III Subdivision, according to the Plat thereof recorded with the Clerk and Recorder for Summit County, Colorado under reception No. 409258.

PARCEL 12 (WINTERGREEN):

A PARCEL OF LAND BEING THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 23, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE $N00^{\circ}04'40''E$ A DISTANCE OF 663.74 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE $S89^{\circ}50'55''E$ A DISTANCE OF 2620.16 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE $S00^{\circ}20'46''W$ A DISTANCE OF 660.05 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE $N89^{\circ}55'46''W$ A DISTANCE OF 2617.06 FEET TO THE TRUE POINT OF BEGINNING.

Note Re: Basis of Bearing:

Bearings are based on NAD 83 Bearing of $S60^{\circ}10'05''W$ from Control Station Keystone DMWW, a brass cap in concrete, to control Station North Swan, a brass cap in concrete.

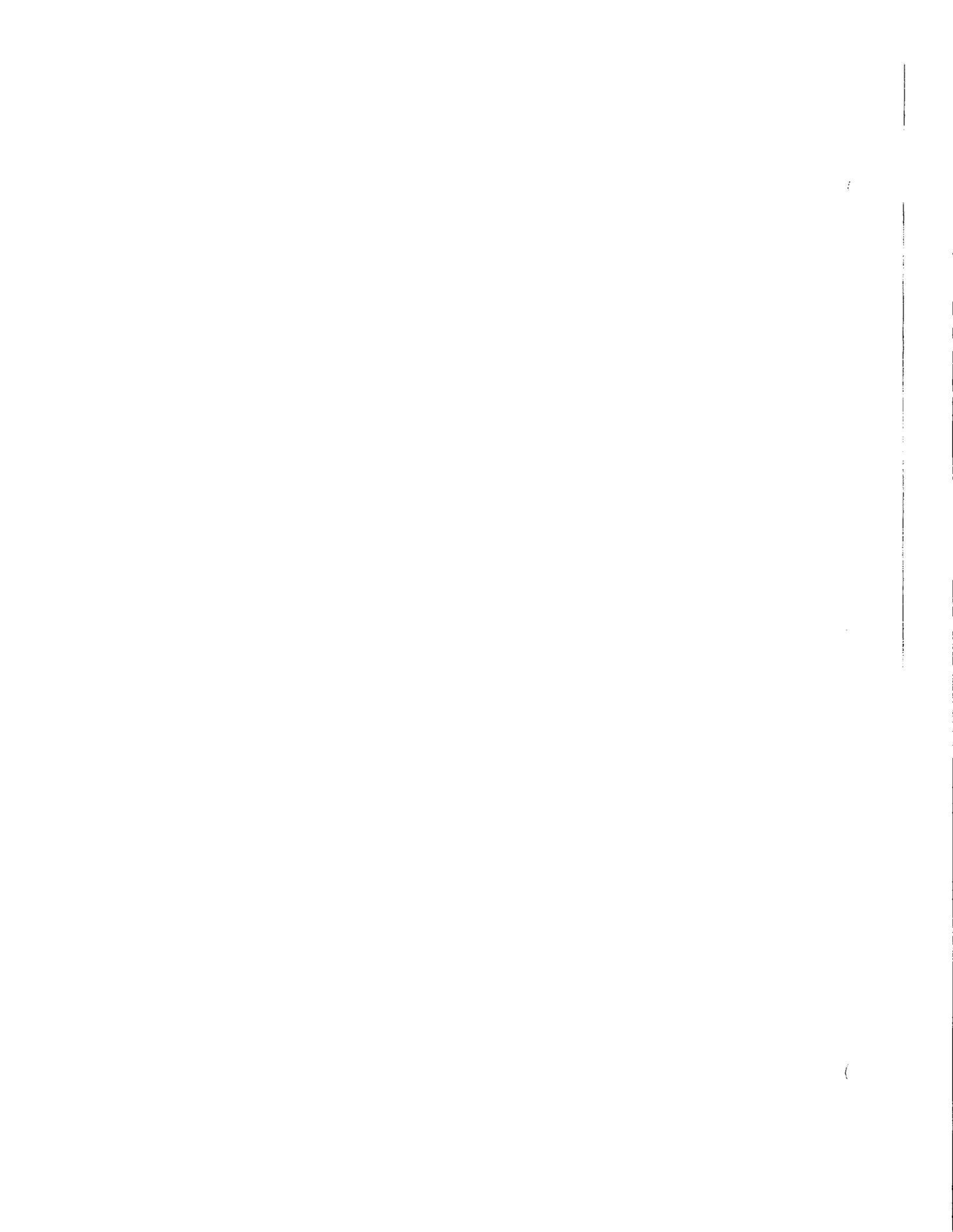
PARCEL 13 (WINTERGREEN COMMERCIAL):

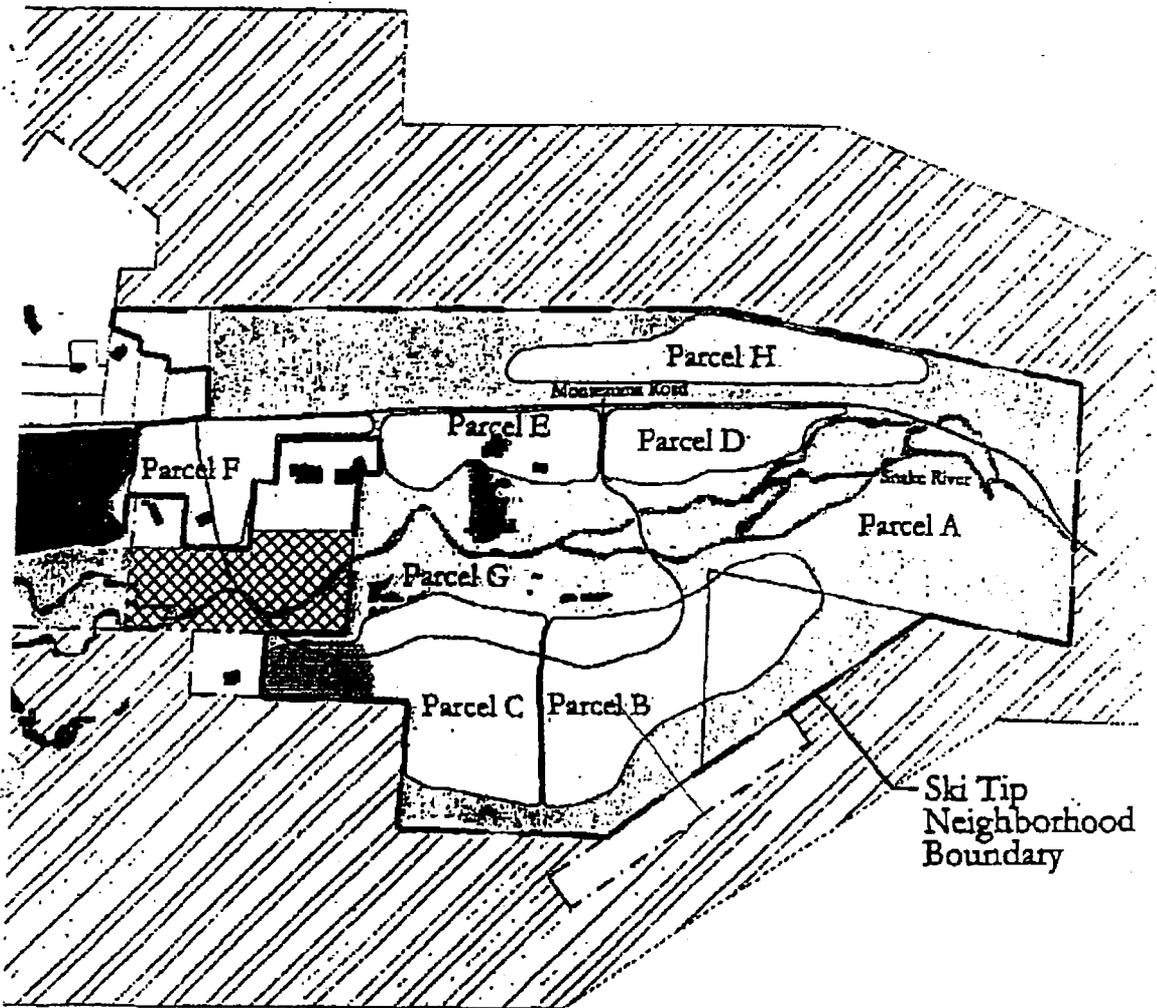
A TRACT OF LAND BEING A PORTION OF THE SOUTH ONE-HALF OF THE NORTH-
WEST ONE-QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF
THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID S 1/2 NW 1/4 SECTION 23, THENCE
S 00°07'26" W ALONG THE EAST LINE OF SAID S 1/2 NW 1/4 SECTION 23 A
DISTANCE OF 160.88 FEET TO A POINT OF INTERSECTION WITH THE NORTH
RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6; THENCE WESTERLY ALONG SAID
NORTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN COURSES:

- 1) S 68°32'22" W A DISTANCE OF 148.44 FEET;
- 2) S 81°13'03" W A DISTANCE OF 89.96 FEET;
- 3) 574.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A
CENTRAL ANGLE OF 17°54'07", A RADIUS OF 1839.86 FEET AND A
CHORD WHICH BEARS S 77°29'26" W 572.52 FEET DISTANT;
- 4) S 56°26'29" W A DISTANCE OF 309.56 FEET;
- 5) S 75°00'58" W A DISTANCE OF 102.23 FEET;
- 6) S 86°25'29" W A DISTANCE OF 9.65 FEET;
- 7) 218.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
CENTRAL ANGLE OF 04°17'17", A RADIUS OF 2914.79 FEET AND A
CHORD WHICH BEARS S 86°17'51" W 218.09 FEET DISTANT;

THENCE N 05°22'08" W A DISTANCE OF 418.92 FEET TO A POINT ON THE
NORTH LINE OF SAID S 1/2 NW 1/4 SECTION 23; THENCE N 89°49'25" E
ALONG SAID NORTH LINE A DISTANCE OF 1467.17 FEET TO THE POINT OF
BEGINNING.





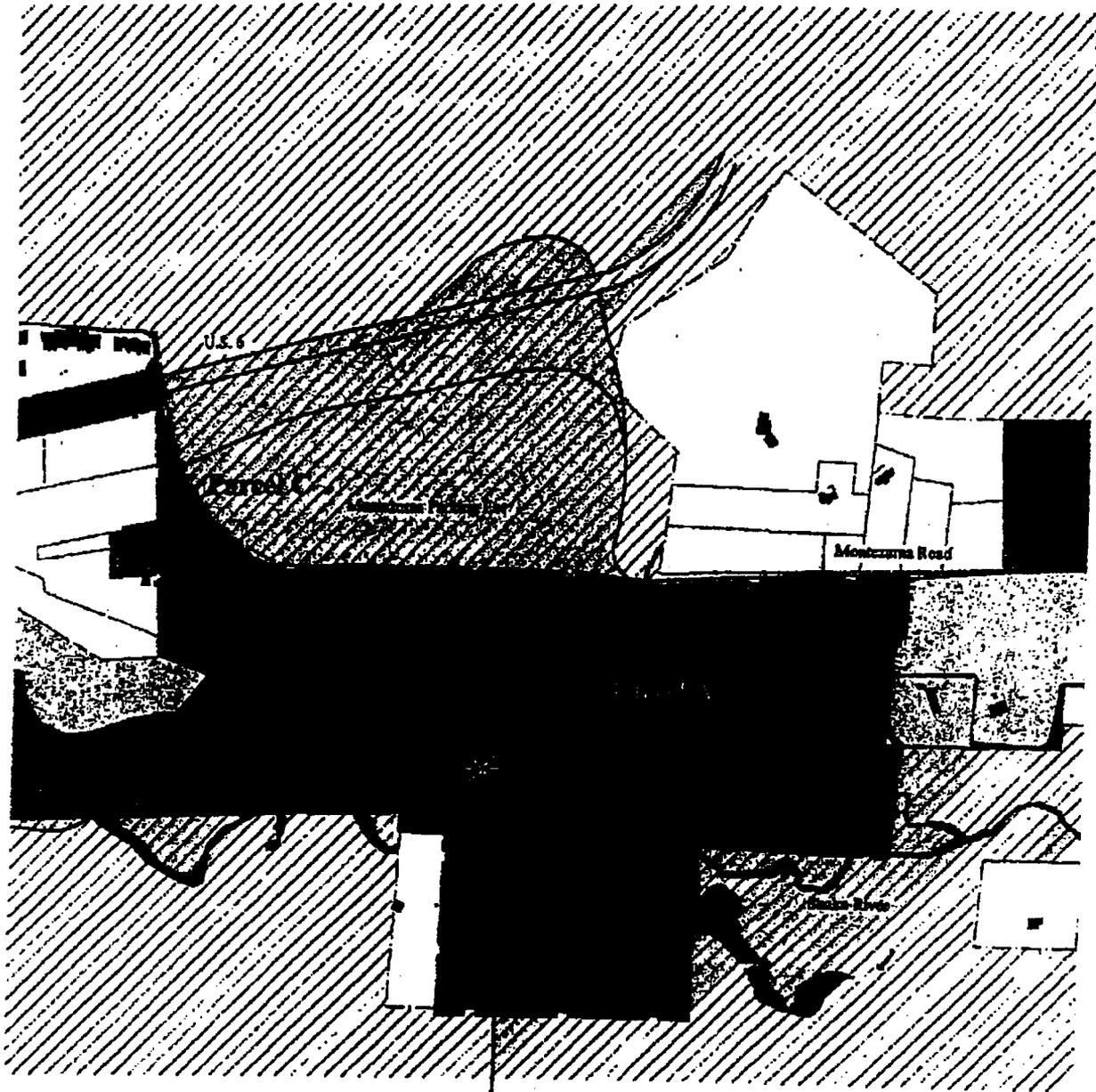
Legend

-  River Run Village
-  Residential Parcels
-  Keystone Open Space and Parks
-  Non-Keystone Ownership
-  U.S. Forest Service
-  KRED Property, NR2 Zoning
-  Building Height of 35 ft. UBC

Total Neighborhood Acreage 190.0

SKI TIP
NEIGHBORHOOD
KEYSTONE
RESORT
PLANNED
UNIT
DEVELOPMENT
KEYSTONE, COLORADO
PLANNED DEVELOPMENT DISTRICT, L.P.
PLANNED SKI TIP DISTRICT, CO, INC.

EXHIBIT "B"



**River Run
Village
Boundary**

Legend

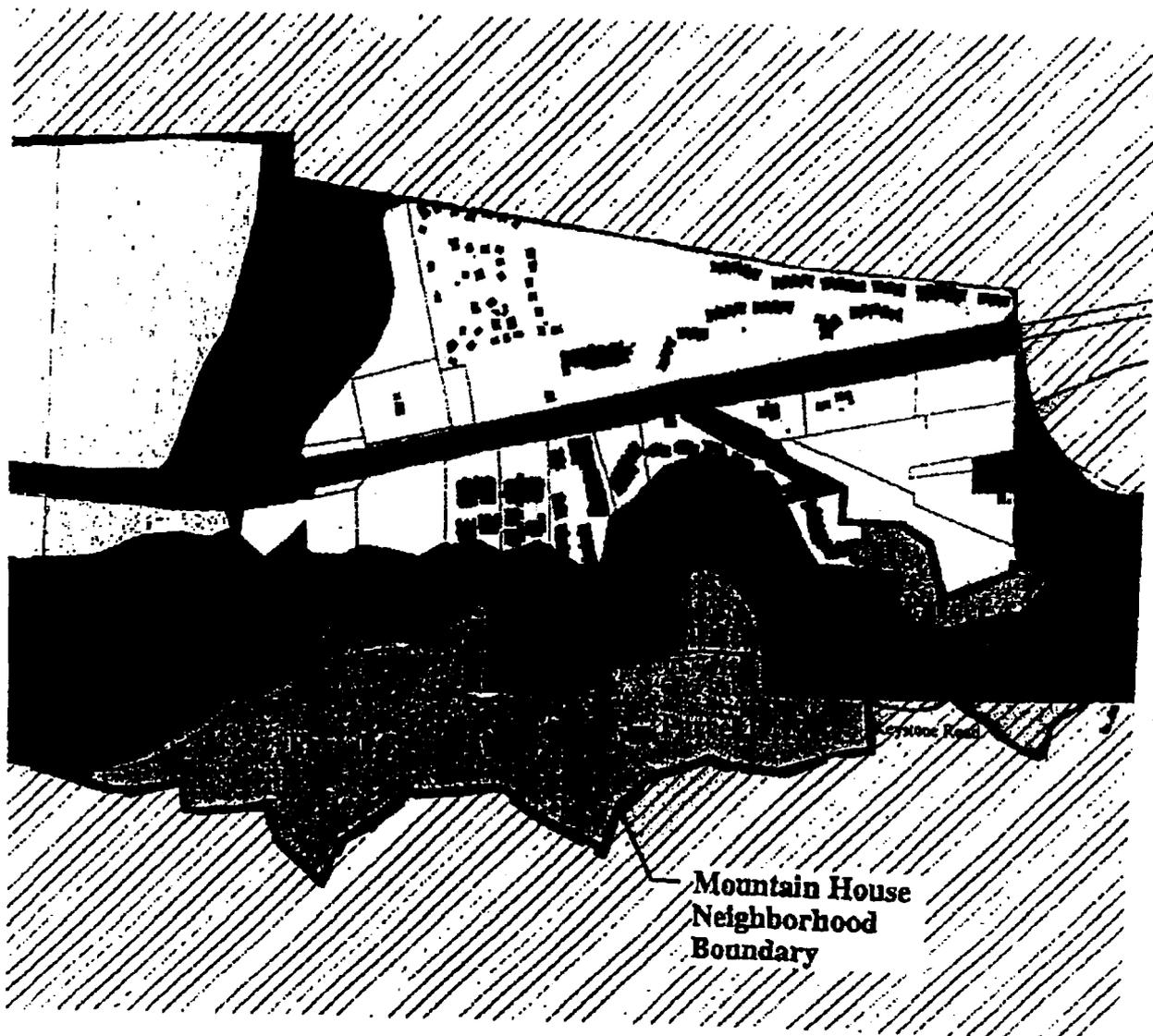
-  River Run Village
-  Residential Parcels
-  Keystone Open Space and Parks
-  Neo-Keystone Ownership
-  U.S. Forest Service
-  Primary Structure Location

Total Neighborhood Acreage 73.7

RIVER RUN
VILLAGE
**KEYSTONE
RESORT
PLANNED
UNIT
DEVELOPMENT**
KEYSTONE, COLORADO
OWNER: PULLMANPETERSON, LLC
PLANNED UNIT DEVELOPMENT, INC.

MAY 1994

Amended: April 1998
PLANNER: Design Studios West



Mountain House
Neighborhood
Boundary

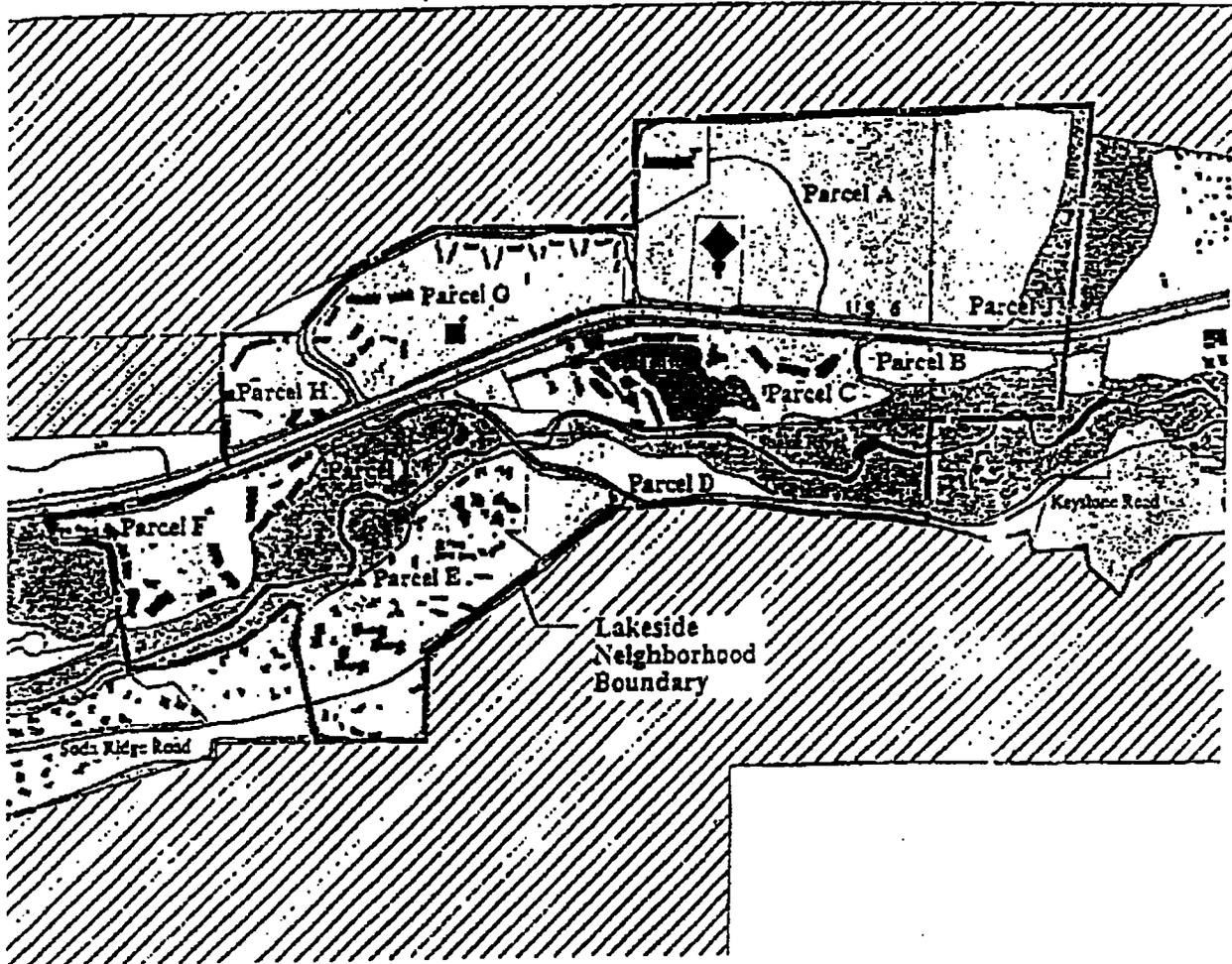
Legend

- River Run Village
- Residential Parcels
- Keystone Open Space and Parks
- Non-Keystone Ownership
- ▨ U.S. Forest Service
- ← Primary Structure Locations

Map Neighborhood Acres 22.4

MOUNTAIN HOUSE
NEIGHBORHOOD
KEYSTONE
RESORT
PLANNED
UNIT
DEVELOPMENT
KEYSTONE, COLORADO
OWNER: KEystone RESORTS, LLC
PLANNED UNIT DEVELOPMENT
JUNE 1994

Amended: April 1998
PLANNER: Design Studios West



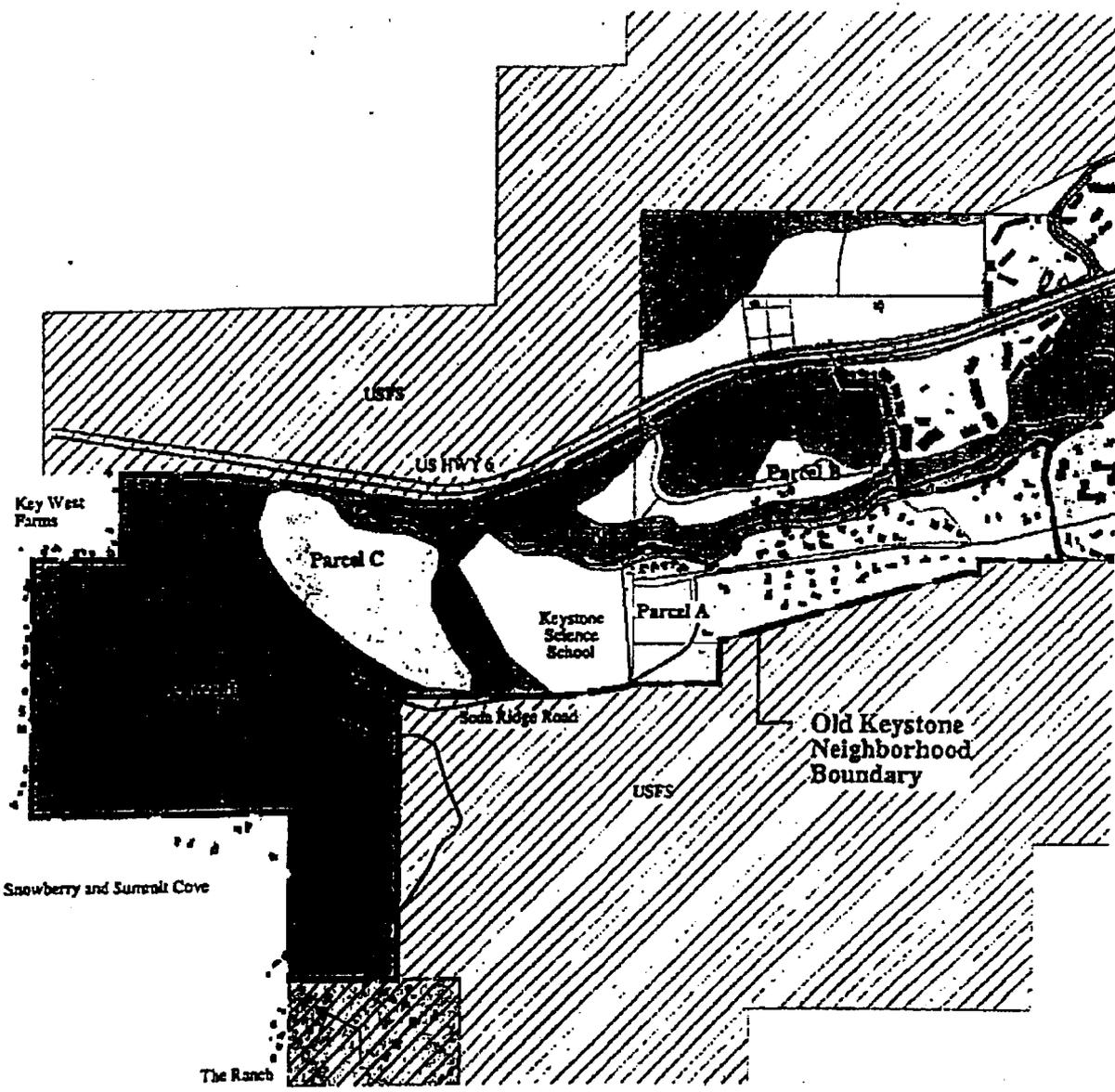
Legend

-  Residential Parcels
-  Keystone Open Space and Parks
-  Keystone Ownership (not included in PUD)
-  Non-Keystone Ownership
-  U.S. Forest Service

Program Summary

Parcel	Acreage	Actual Units	Commercial
A	75.8	373	15,000
B	6.6	65	0
C	30.3	455	\$6,000
D	9.2	91	0
E	35.2	299	0
F	21.2	192	0
G	34.4	122	500
H	8.7	0	7,500
I	48.4	0	0
J	6.8	0	0
Totals	376.4	1,587	79,000 SF

LAKESIDE
 NEIGHBORHOOD
 Development Plan
KEYSTONE
 RESORT
 PLANNED
 UNIT
 DEVELOPMENT
 KEYSTONE, COLORADO
BY THE CITY OF KEYSSTONE, CO.
 PLANNED UNIT DEVELOPMENT
 MAY 1984



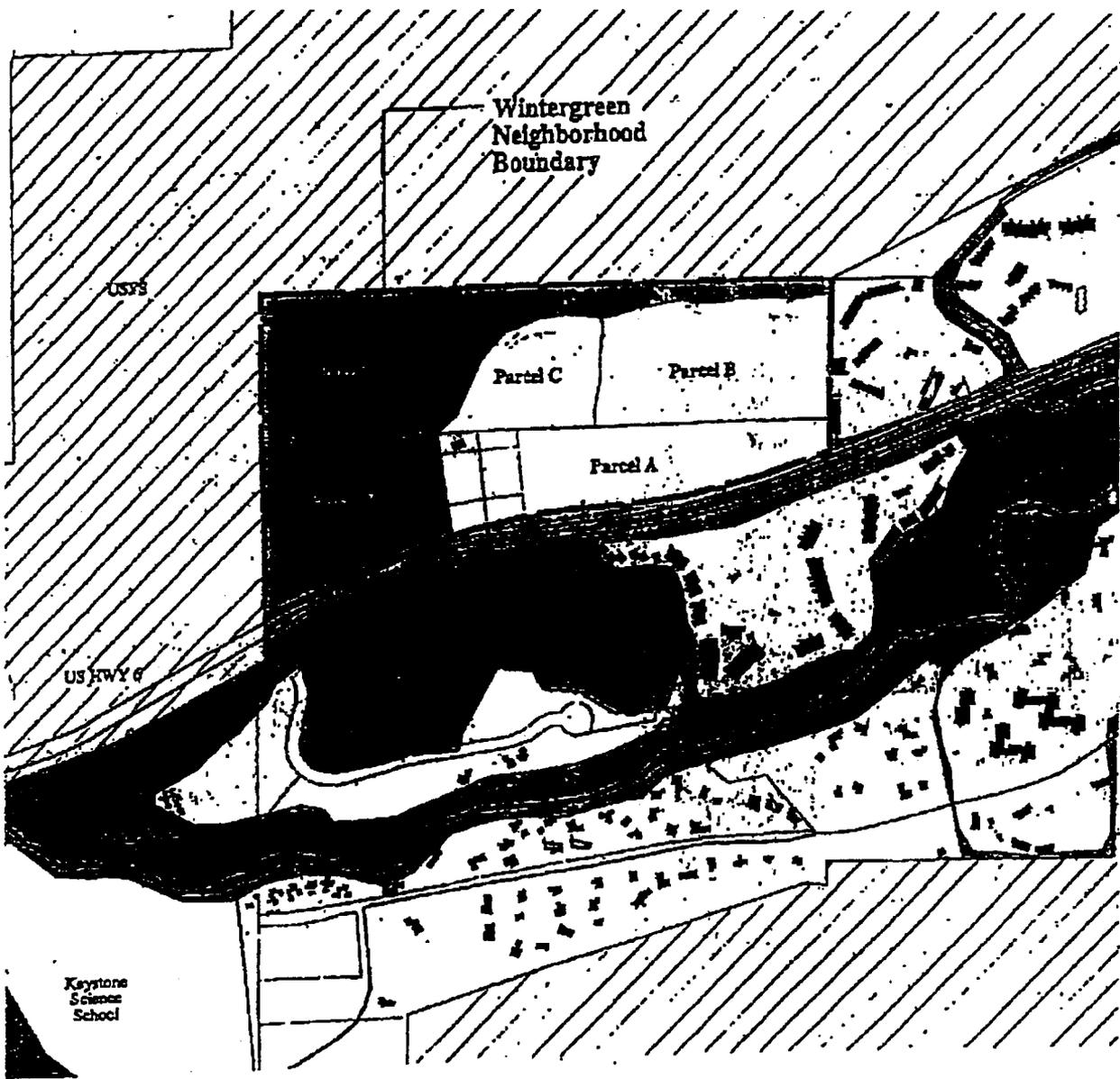
Legend

-  Residential Parcels
-  Keystone Open Space and Parks
-  Keystone Ownership (not included in PLUD)
-  Non-Keystone Ownership
-  U.S. Forest Service

Program Summary

Parcel	Acreage	Actual Units	Commercial
A	58.0	103	1,200
B	26.8	33	0
C	41.2	123	8,800
D	216.0	0	0
Totals	342.0	259	10,000 SF

OLD KEYSTONE
NEIGHBORHOOD
Development Plan
**KEYSTONE
RESORT**
**PLANNED
UNIT
DEVELOPMENT**
KEYSTONE, COLORADO
OWNER: METRA PROPERTY DEVELOPMENT, LLC
PLANNED BY: METRA PROPERTY DEVELOPMENT, LLC
NOVEMBER 1994



Legend

-  Residential Parcels
-  Keystone Open Space and Parks
-  Non-Keystone Ownership
-  U.S. Forest Service

Program Summary

Parcel	Acres	Actual Units
A	104	0
B	13.9	0
C	4.1	0
D	8.0	0
E	25.3	0
Totals	155.3	0

WINTERGREEN
 NEIGHBORHOOD
 DEVELOPMENT PLAN
KEYSTONE
 RESORT
 PLANNED
 UNIT
 DEVELOPMENT
 KEYSTONE, COLORADO
MANAGED BY WINTERGREEN DEVELOPMENT, LLC
 A U.S. FOREST SERVICE TRUSTEE
 NOVEMBER 1994

EXHIBIT C

Keystone Resort Planned Unit Development Definitions

Adjacent Resort Operations: This means operations conducted by Employees of KRI or Owner/Developer at (i) property owned by the United States Forest Service and within the permit boundary for the Keystone Resort Area, (ii) property subject to the Keystone Ranch PUD, (iii) the Inn at Keystone, (iv) condominiums located outside of the PUD, but within the Keystone Resort Area, and specifically including Key Condo, Chateaux d' Mont, Slopeside and Gateway, but only so long as KRI Employees conducts operations at these condominiums, and (v) any other Employees not in one of the four previous categories, who are on the payroll of either KRI or Owner/Developer, and whose primary place of employment is within the Keystone Resort Area but outside the boundary of the PUD.

Busy Day: This term shall mean any day cars are directed into the Parcel H Parking Lot by Keystone personnel.

Commercial Floor Area: One equivalent unit of commercial floor area shall be equal to 1,000 square feet of gross leasable area (GLA).

Community Association: The community association created in connection with the Large Planned Community.

Dwelling Unit: A dwelling unit is any building or portion of a building which contains living or sleeping facilities. Dwelling units can consist of singly family, multi-family, townhouse lodge or hotel units. For density calculation purposed, equivalent dwelling units shall be utilized, whereby a single family unit shall be 2.5 equivalent units, a multi-family or townhouse unit shall be one equivalent unit and a lodge or hotel unit shall be 1/3 of an equivalent unit. The equivalent floor area of a residential dwelling unit shall be 1,400 square feet of living space and 467 square feet of living space for lodge units.

Developable Land: For the purpose of calculating density, developable land shall consist of the total land area of a tract, parcel, project or neighborhood excluding (I) road and street easements or rights of way, and (ii) wetland areas, regulatory floodway areas, and slopes in excess of thirty percent, incapable of, or for which the owner/developer does not desire to apply mitigation measures.

Employee: a Part Time Employee, Full Time Employee or Seasonal Employee, but excludes a Temporary Employee.

Employee Generation Rates: This shall have the meaning ascribed to such term in Subsection 6 C.(iii).

Employee Housing Requirement: This shall have the meaning ascribed to such term in Subsection 6 B.(i).

Employee Housing Unit: This shall have the meaning ascribed to such term in Subsection 6 A.

Employee-Owned Non-Restricted Unit: This shall have the meaning ascribed to such term in Subsection 6 E.(i).

Employee-Owned Restricted Unit: This shall have the meaning ascribed to such term in Subsection 6 E.(ii).

Employee Use Restriction: This means a lease provision, recorded covenant, deed restriction, or other restriction that substantially meets the standards in the form of Exhibit P-1 for Seasonal Housing Units and Long Term Housing Units and Exhibit P-2 for Employee-Owned Restricted Units, which restricts the use of a dwelling unit to employee housing in accordance with Section 6 or any other lease provision, recorded covenant, deed restriction, or other restriction approved by the Planning Department.

Employer: This means any person or entity whose principle place of business is located within the PUD and who employs an Employee.

Existing Employee Housing Project: This means any of Sagebrush, Tenderfoot I, II and III, Sunrise I, II and III, and Hidden River Lodge.

Full Time Employee: This means a person who: either (a) is employed within the PUD by an Employer and actually works within the boundary of the PUD an average of more than 20 hours per week for more than six months per year, or (b) is employed within the Adjacent Resort Operations and actually works within the boundary of the Adjacent Resort Operations an average of more than 20 hours per week for more than six months per year.

FTE Employees: (i.e., full time equivalent employees) shall be calculated as follows:

1.0 Full Time Employee=	1.0 FTE Employee
1.0 Part Time Employee=	0.5 FTE Employee
1.0 Seasonal Employee =	1.0 FTE Employee

Gross Density: Gross density shall be the number of equivalent units in a tract, parcel, project or neighborhood divided by the total land area (developable and un-developable) in that tract, parcel, project or neighborhood. Employee housing and equivalent commercial units are excluded from density calculations.

Keystone Employee Housing Review Board, Inc.: This entity was registered with the Secretary of State of Colorado as a non-profit board on September 29, 1995. Its duties are to oversee and enforce the covenants and restrictions placed on the employee housing units within the Keystone PUD. The review board consists of at least one representative of the Owner/Developer, one representative of KRI, one employee representative and one representative appointed by the Summit County Board of County Commissioners. The goal of the Board is to oversee the successful development, management and operation of the employee housing within the PUD.

KNC: This means the Keystone Neighborhood Company, Inc., a Colorado nonprofit corporation.

Keystone Resort Area: This means the following neighborhoods as identified in the Snake River Basin Master Plan adopted on October 21, 1994: River Run, Ski Tip/Jones Gulch, North Fork, Base II, Aspen Ridge, Mountain House, Lakeside, Soda Ridge, Wintergreen, Old Keystone and Keystone Ranch.

Employee-Owned Non-Restricted Unit: This shall have the meaning ascribed to such term in Subsection 6 E.(i).

Employee-Owned Restricted Unit: This shall have the meaning ascribed to such term in Subsection 6 E.(ii).

Employee Use Restriction: This means a lease provision, recorded covenant, deed restriction, or other restriction that substantially meets the standards in the form of Exhibit P-1 for Seasonal Housing Units and Long Term Housing Units and Exhibit P-2 for Employee-Owned Restricted Units, which restricts the use of a dwelling unit to employee housing in accordance with Section 6 or any other lease provision, recorded covenant, deed restriction, or other restriction approved by the Planning Department.

Employer: This means any person or entity whose principle place of business is located within the PUD and who employs an Employee.

Existing Employee Housing Project: This means any of Sagebrush, Tenderfoot I, II and III, Sunrise I, II and III, and Hidden River Lodge.

Full Time Employee: This means a person who: either (a) is employed within the PUD by an Employer and actually works within the boundary of the PUD an average of more than 20 hours per week for more than six months per year, or (b) is employed within the Adjacent Resort Operations and actually works within the boundary of the Adjacent Resort Operations an average of more than 20 hours per week for more than six months per year.

FTE Employees: (i.e., full time equivalent employees) shall be calculated as follows:

1.0 Full Time Employee=	1.0 FTE Employee
1.0 Part Time Employee=	0.5 FTE Employee
1.0 Seasonal Employee =	1.0 FTE Employee

Gross Density: Gross density shall be the number of equivalent units in a tract, parcel, project or neighborhood divided by the total land area (developable and un-developable) in that tract, parcel, project or neighborhood. Employee housing and equivalent commercial units are excluded from density calculations.

Keystone Employee Housing Review Board, Inc.: This entity was registered with the Secretary of State of Colorado as a non-profit board on September 29, 1995. Its duties are to oversee and enforce the covenants and restrictions placed on the employee housing units within the Keystone PUD. The review board consists of at least one representative of the Owner/Developer, one representative of KRI, one employee representative and one representative appointed by the Summit County Board of County Commissioners. The goal of the Board is to oversee the successful development, management and operation of the employee housing within the PUD.

KNC: This means the Keystone Neighborhood Company, Inc., a Colorado nonprofit corporation.

Keystone Resort Area: This means the following neighborhoods as identified in the Snake River Basin Master Plan adopted on October 21, 1994: River Run, Ski Tip/Jones Gulch, North Fork, Base II, Aspen Ridge, Mountain House, Lakeside, Soda Ridge, Wintergreen, Old Keystone and Keystone Ranch.

Part Time Employee: This means a person who: either (a) is employed within the PUD by an Employer and actually works within the boundary of the PUD an average of 20 or less hours per week for more than thirty days per year, or (b) is employed within the Adjacent Resort Operations by KRI and actually works within the boundary of the Adjacent Resort Operations an average of 20 or less hours per week for more than thirty days per year.

Peak Season: This means the period from November 1 of one calendar year through April 30 of the next calendar year.

Qualified Occupant: (i) with respect to Seasonal Housing Units and Long Term Rental Units, means an Employee, a Temporary Employee, an Employer and their respective spouses, domestic partners and dependents, and (ii) with respect to Employee-Owned Restricted Units, has the meaning given the term in Exhibit P-2 to this PUD.

Resort Support: Resort Support are non-commercial facilities that are provided as amenities or operational facilities required to create a destination resort. Resort support includes facilities provided for skier services, conference, cultural activities, maintenance, lodge lobbies, service spaces, administrative offices, meeting rooms, transit facilities, parking lots, resort operations, or other similar uses. The floor area of the resort support uses shall not count against zoning nor density, so long as the resort support uses do not exceed 10% of the equivalent units within a given neighborhood (which requirement may be waived by the Board of County Commissioners if it is deemed appropriate to concentrate resort support facilities with in one neighborhood area) to provide incentives for creation of operational facilities and amenities. Resort support facilities are subject to the same site plan review as any other project.

Seasonal Employee: This means, with respect to any Peak Season, a person who: either (a) is employed within the PUD by an Employer and actually works within the boundary of the PUD an average of more than 20 hours per week for more than thirty days per year but not more than 6 months per year, or (b) is employed within the Adjacent Resort Operations by KRI and actually works within the boundary of the Adjacent Resort Operations an average of more than 20 hours per week for more than thirty days per year but not more than 6 months per year.

Seasonal Housing Unit: This means a dormitory-style building with a shared kitchen, bath and living room and up to four private bedrooms containing a minimum of 200 square feet of living space per bedroom intended primarily for occupancy by Seasonal Employees. This definition shall only apply to employee housing built by the Owner/Developer within the PUD after March 27, 1995. The spatial requirements outlined above apply only to units within the PUD. All Seasonal Housing Units outside the PUD shall meet the spatial requirements of the zoning district in which such units are located. Despite the foregoing, for the 2015/2016, 2016/2017, and 2017/2018 Peak Seasons, up to (4) residents per unit are permitted in Tenderfoot, which results in a maximum of 102 additional beds or a total of 460 beds within the three Tenderfoot buildings.

Temporary Employee: This means a person who: either (a) is employed within the PUD by an Employer and actually works within the boundary of the PUD for less than thirty consecutive days in a calendar year, or (b) is employed within the Adjacent Resort Operations by KRI and actually works within the boundary of the Adjacent Resort Operations for less than thirty consecutive days in a calendar year.

Tramways: A generic term that includes the following types of people movers: gondolas, chair lifts, monorails, funiculars, trams, etc. These systems transport people up the mountain from base areas, or through the valley from neighborhood to neighborhood.

KRI: This means Vail Summit Resorts, Inc., a Colorado corporation, doing business as Keystone Resort, Inc., and its successors and assigns as the operator of the Keystone Ski Area.

Large Planned Community: The large planned community to be formed pursuant to C.R.S. 38-33.3-101 et seq. In the River Run, Mountain House and Ski Tip Neighborhoods, and in such other areas which may be included through voluntary association by individual homeowner associations pursuant to the majority approval of the individual homeowners of each association.

Living Space: For purposes of calculating residential living space for a multi-family unit, measurements within a unit shall be interior wall to interior wall and stairwells within a unit shall be counted only once. Linen closets, storage rooms, offices, hallways, lobbies, other common areas and stairwells outside units shall be excluded from the calculation. All garage space and mechanical & fire control rooms shall be excluded from the calculation. For townhomes, only garage space shall be deducted from the calculation, unless a room is for the common infrastructure (fire control rooms, common storage area...) for use of all homeowners.

Long Term Rental Unit: This means a dwelling unit leased to an Employee or a Qualified Occupant consisting of kitchen, bath, living and sleeping rooms and containing a minimum of 250 square feet of living space per sleeping room. The unit may be studio, one, two or three bedroom configuration. Priority shall be given to Full Time Employees. This definition shall only apply to employee housing built by the Owner/Developer within the PUD after March 27, 1995. The spatial requirements outlined above apply only to units within the PUD. All Long Term Rental Units outside the PUD shall meet the spatial requirements of the zoning district in which such units are located.

Multi-Purpose Recreational and Training Facility: This is a Community Support Facility (as defined in the last paragraph of Section 7 of the Keystone PUD) that provides Keystone's guests and the local community a place for training, studying and enjoying numerous different recreational activities. These include without limitation freestyle skiing and snowboarding, tennis, volleyball, basketball, street hockey, skateboarding, in-line skating, BMX/freestyle biking, climbing wall, training trampolines and any other similar activities. Activities and sports pursued here shall not be allowed to recreate and/or train on motorized vehicles, bikes, and/or other similar conveyances. Any retail shop operated in conjunction with this facility shall be considered commercial space, and commercial density shall be required to cover such an operation. In addition, these facilities may be used from time to time as a venue for conference business activities, and various types of entertainment, including but not limited to concerts, movies, athletic performances and competitive events.

Net Density: Net Density shall be the number of equivalent units in a tract, parcel, project or neighborhood divided by the total developable land area in that tract, parcel, project or neighborhood. Employee housing and equivalent commercial units are excluded from density calculations.

Parking Lot: shall mean a Parking Lot or parking garage (provided applicable provisions of this PUD are met) available to day visitors to the Property (including, without limitation, skiers, customers and other users of facilities and businesses within the Resort), employees and volunteers in the Property. The uses for the Parcel H parking lot in the Ski Tip Neighborhood are different than this definition, and are described in Section A, Permitted Uses and Development Plan, under the Parcel H description of the Ski Tip Neighborhood.

Part Time Employee: This means a person who: either (a) is employed within the PUD by an Employer and actually works within the boundary of the PUD an average of 20 or less hours per week for more than thirty days per year, or (b) is employed within the Adjacent Resort Operations by KRI and actually works within the boundary of the Adjacent Resort Operations an average of 20 or less hours per week for more than thirty days per year.

Peak Season: This means the period from November 1 of one calendar year through April 30 of the next calendar year.

Qualified Occupant: (i) with respect to Seasonal Housing Units and Long Term Rental Units, means an Employee, a Temporary Employee, an Employer and their respective spouses, domestic partners and dependents, and (ii) with respect to Employee-Owned Restricted Units, has the meaning given the term in Exhibit P-2 to this PUD.

Resort Support: Resort Support are non-commercial facilities that are provided as amenities or operational facilities required to create a destination resort. Resort support includes facilities provided for skier services, conference, cultural activities, maintenance, lodge lobbies, service spaces, administrative offices, meeting rooms, transit facilities, parking lots, resort operations, or other similar uses. The floor area of the resort support uses shall not count against zoning nor density, so long as the resort support uses do not exceed 10% of the equivalent units within a given neighborhood (which requirement may be waived by the Board of County Commissioners if it is deemed appropriate to concentrate resort support facilities with in one neighborhood area) to provide incentives for creation of operational facilities and amenities. Resort support facilities are subject to the same site plan review as any other project.

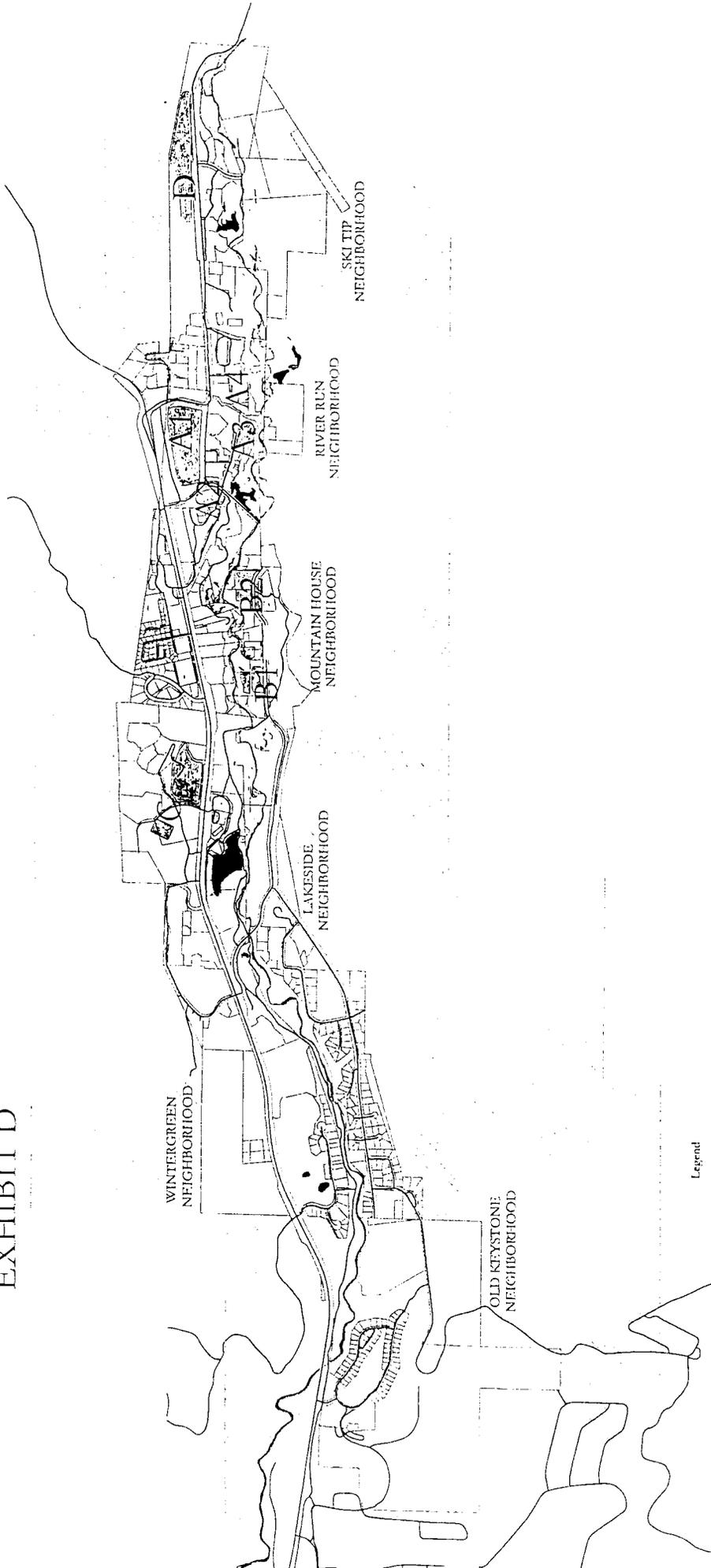
Seasonal Employee: This means, with respect to any Peak Season, a person who: either (a) is employed within the PUD by an Employer and actually works within the boundary of the PUD an average of more than 20 hours per week for more than thirty days per year but not more than 6 months per year, or (b) is employed within the Adjacent Resort Operations by KRI and actually works within the boundary of the Adjacent Resort Operations an average of more than 20 hours per week for more than thirty days per year but not more than 6 months per year.

Seasonal Housing Unit: This means a dormitory-style building with a shared kitchen, bath and living room and up to four private bedrooms containing a minimum of 200 square feet of living space per bedroom intended primarily for occupancy by Seasonal Employees. This definition shall only apply to employee housing built by the Owner/Developer within the PUD after March 27, 1995. The spatial requirements outlined above apply only to units within the PUD. All Seasonal Housing Units outside the PUD shall meet the spatial requirements of the zoning district in which such units are located. Despite the foregoing, for the 2015/2016, 2016/2017, and 2017/2018 Peak Seasons, up to (4) residents per unit are permitted in Tenderfoot, which results in a maximum of 102 additional beds or a total of 460 beds within the three Tenderfoot buildings.

Temporary Employee: This means a person who: either (a) is employed within the PUD by an Employer and actually works within the boundary of the PUD for less than thirty consecutive days in a calendar year, or (b) is employed within the Adjacent Resort Operations by KRI and actually works within the boundary of the Adjacent Resort Operations for less than thirty consecutive days in a calendar year.

Tramways: A generic term that includes the following types of people movers: gondolas, chair lifts, monorails, funiculars, trams, etc. These systems transport people up the mountain from base areas, or through the valley from neighborhood to neighborhood.

EXHIBIT D



Legend

Parking Area	Count
Montezuma Parking Area	2000 - 2600
Hunka Don	265 *
Gold Bug	135 *
Brown's Cabin	250 *
Mountain House Parking Area	300 - 1250
Tenderfoot Parking Area	770 - 1000
Powerline Lot	600 - 700

* A2, A3, & A4 Are Temporary Lots Which Will Be Eliminated As River Run is Completed.

SKI TIP NEIGHBORHOOD
Days View Properties
KEYSTONE RESORT
PLANNED UNIT DEVELOPMENT
 KEYSTONE, COLORADO
PREPARED BY: HARRIS & ASSOCIATES, INC.
 11.28.2002

EXHIBIT E

WATER QUALITY MITIGATION REQUIREMENTS FOR BASE I

To address concerns regarding point non-point phosphorus loading of Dillon Reservoir, Keystone will comply with the following water quality protection measures:

Point Source Phosphorus

- A. All development by Keystone at Base I must be served by the Snake River Wastewater Treatment Plant sewer collection system.
- B. Keystone will continue to use only non-phosphate detergents at the Keystone Laundry.

Non-point Source Phosphorus

- A. Keystone will comply with the following water quality protection measures, all of which are set forth in the Base I rezoning application:
 - 1. Each development site and/or subdivision will provide storm water detention facilities on site. Where feasible, adjacent developments will coordinate storm drainage needs.
 - 2. Each site will provide adequate on-site snowstack areas. Where snowstack areas are adjacent to wetlands, adequate measures will be taken to protect the wetlands from salt and sand intrusion, including, as determined to be appropriate by Keystone and Summit County, placement of hay bales or filter fabric, detention ponds, and similar measures.
 - 3. All new construction will conform to the Summit County Water Quality Control Regulations set forth in Chapter 7 of the Summit County Land Use and Development Code (Oct. 1, 1988 revision) (the "Code").
 - 4. Disturbed areas will be revegetated as soon as practicable after work is completed.
- B. Keystone will also implement the following additional measures to reduce the amount of non-point source phosphorus that is generated from the operation of Base I:
 - 1. Keystone will minimize the amount of directly-connected, impervious surfaces within Base I as follows:
 - a. By grading single family residential lots so that runoff is directed from rooftops, driveways and other impervious surfaces on to adjoining pervious surfaces to the extent practicable.
 - b. By designing Base I so that building downspouts discharge on to pervious surfaces to the extent practicable.
 - c. By designing Base I so that parking lots drain on to pervious surfaces to the extent practicable.
 - d. By designing Base I so that streets and roadways drain on to pervious surfaces to the extent practicable.
 - 2. Keystone will limit the use of fertilizers, herbicides, pesticides, and phosphorus-based chemicals within Base I as follows:

KEYSTONE BASE I PUD

Exhibit D

Page 2

- a. At least 67% of the acreage in Base I that requires fertilizers and pesticides will drain onto pervious surfaces.
 - b. Keystone will ensure that fertilizers and pesticides are applied in Base I by staff with proper training.
 - c. Keystone will obtain road salts for Base I from the County.
 - d. Keystone will not use outdoor detergents in Base I which contain phosphorus.
 - e. Keystone will request that persons purchasing property at Base I limit their use of fertilizers, herbicides, pesticides, and phosphorus-based chemicals.
- C. Keystone will emphasize native vegetation and grass in revegetating Base I.
- D. Keystone will dispose of solvents, degreasers, oils, antifreeze, and other industrial-type chemicals in an environmentally-sound manner outside of Base I.
- E. Keystone will mitigate, on a pound-for-pound basis, all non-point source phosphorus which is projected to be introduced into Dillon Reservoir from the operation of Base I. For this purpose, the County and Keystone agree that the operation of Base I is projected to introduce annually into Dillon Reservoir .01674 pounds of non-point source phosphorus per lodge unit, .02499 pounds of non-point source phosphorus per non-lodge residential unit and .08 pounds of non-point source phosphorus per 1,000 square feet of commercial space. The mitigation of this phosphorus will occur through implementation of one or more of the following measures:
1. Connecting existing septic systems to the Snake River Wastewater Treatment Plant sewer collection system. The existing septic systems within the resort area generate the non-point source phosphorus of 25 single family residences. Keystone will receive credit incrementally upon the connection of these and other septic systems at a rate of 1.56 pounds of non-point source phosphorus per single family residence (or its equivalent in other development). Keystone will receive this credit whether the systems are connected by Keystone or a third party, so long as the systems are connected to collector lines installed by Keystone.
 2. Constructing direct on-site phosphorus removal projects such as modified storm water detention facilities when not considered to be part of the mitigation requirements in 2(a). The credit to be received for these projects will be based on the resulting reduction in the non-point source phosphorus, which will be determined by Keystone and the County using the land use loading values in the then-current version of the Dillon Reservoir model, subject to confirmation and adjustment based on up to one year of site-specific monitoring should Keystone or the County wish when there are not directly applicable loading values in the latest version of the Dillon model then the appropriate credit will be determined by monitoring or other mutually agreeable procedure. Any such monitoring will be paid for by the party requesting it. Credits will be effective upon project construction, subject to adjustment based on monitoring results (if any). Keystone will coordinate these projects with the County, which must approve the project, location, monitoring method, and maintenance arrangements (if any).
 3. Contributing to a phosphorus mitigation fund. Credit obtained for this mitigation measure would be based on the unit price per pound established by the County for development in unincorporated areas. Inasmuch as anticipated phosphorus-loading problems with Dillon Reservoir are expected to result largely from the construction of single family residences

KEYSTONE BASE I PUD

Exhibit D

Page 3

- served by septic systems, the term "development" will be defined, for this purpose, as set forth in Section 15100 (116) of the Code.
4. Replacing the unpaved parking that is currently within Base with paved or structured parking, whether located at Base I or elsewhere. Credit obtained for this mitigation measure would be mutually established by the County and Keystone.
 5. Implementing any other program or project that is mutually agreed upon by Keystone and the County.
- F. Keystone will be allowed to mitigate for non-point source phosphorus in a phased manner consistent with the construction of Base I, so that such construction, when it occurs, will not be projected to result in a net increase in non-point source phosphorus introduced into Lake Dillon. This mitigation requirement will be implemented as follows.
1. The amount of non-point source phosphorus to be introduced into Lake Dillon from a particular phase of construction (the "target amount") will be established on the basis of the lodge and non-lodge residential units and commercial space to be constructed during that phase, using projected contributions of .01674 pounds per lodge unit, square feet of commercial space.
 2. Keystone will make a good faith effort to mitigate the target amount by the time the phase of construction is completed.
 3. If Keystone has mitigated the target amount when the phase of construction is completed, then Keystone will have fulfilled its mitigation obligations under Paragraph E for that phase of construction. If Keystone has mitigated for more than the target amount, then Keystone may carry the excess mitigation forward as a credit and apply it against future phases of construction or other developments, sell the credits to the phosphorus mitigation fund, or, if Keystone does not wish to carry the credits forward and the fund does not wish to purchase the credits, assign the credits to a third party.
 4. If Keystone has mitigated for less than the target amount when the phase of construction is completed, then Keystone will not have fulfilled its mitigation obligations under Paragraph E for that phase of construction. In such event, the County may withhold certificates of occupancy for the unmitigated portion of that phase of construction until Keystone undertakes additional mitigation sufficient to satisfy the target amount. Provided that the County will not withhold certificates of occupancy if Keystone has made a good faith effort to mitigate the target amount, and if Keystone posts security, in an amount and form acceptable to the County, sufficient to ensure that the target amount will be mitigated within the next calendar year.
- G. Keystone and its successors must comply with the terms and conditions set forth above for the Base I development to comply with the approved zoning. Keystone will notify its successors of these requirements.
- H. If Summit County does not by December 12, 1992 adopt regulations requiring all other parties to mitigate, on a pound-for-pound basis, all non-point source phosphorus which is projected to be introduced into Dillon Reservoir from their future development of private land within unincorporated areas of the County, then all obligations of Keystone and its successors under Paragraphs B through G above will cease, including any obligations regarding then-existing or ongoing mitigation projects, and Summit County will refund all unexpended payments made by Keystone to the phosphorus mitigation fund. The mitigation required of other parties must be on a pound-for-pound basis, subject to equitable and practicable adjustment and allocation of the

KEYSTONE BASE I PUD

Exhibit D

Page 4

existing buffer to areas other than Base I. Inasmuch as anticipated phosphorus-loading problems with Dillon Reservoir are now expected to result largely from the construction of single family residences served by septic systems, the term "development" will be defined, for this purpose, as set forth in Section 15100 (116) of the Code.

pub/keybaseI.exA

EXHIBIT F

DEPARTMENT OF THE ARMY PERMIT

Permittee: Keystone/Intrawest, L.L.C. 
~~Keystone Real Estate Development Company~~
Post Office Box 8876
Dillon, Colorado 80435

Permit Number: 199475338

Issuing Office: U.S. Army Engineer District, Sacramento
Corps of Engineers
1325 "J" Street
Sacramento, California 95814-2922

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

To discharge 4,357 cubic yards of fill material into 1.14 acres of wetlands adjacent to the Snake and the North Fork of the Snake Rivers for the development of Keystone Base I Planned Unit Development. Of this total, 1,895 cubic yards of material will be discharged into 0.33 acre of wetlands adjacent to the Snake River for the Ski Tip Bridge construction; 582 cubic yards of material will be discharged into wetlands adjacent to the Snake River for the Paulson Bridge; and, 1,880 cubic yards of material will be discharged into wetlands and a channel adjacent to the North Fork of the Snake River.

All work is to be completed in accordance with the attached plan(s).

Project Location:

At the Keystone Resort in Sections 23 and 24, Township 5 South, Range 77 West, Summit County, Colorado.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on February 17, 1998. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. A final design mitigation plan shall be submitted to the Corps of Engineers, Western Colorado Regulatory Office for the approval prior to the implementation of the plan. Once approved, the mitigation plan shall be implemented concurrently with the development of the impacts authorized by this permit.

2. If during excavation for bridge abutments, it becomes necessary to pump sediment-laden water, that water must be treated to remove sediment prior to release into the Snake River. A sediment pond in wetlands is not authorized by this permit. Any cofferdam construction required for bridge construction is also not authorized by this permit.

3. The approach roads through wetlands for the Paulson and Ski Tip Bridges may restrict surface flow in the wetlands at high water. In addition, the road fill may affect subsurface hydrology in the wetlands, possibly removing hydrology from one side of the road. Prior to construction, the permittee must assess the hydrology in the wetlands during spring high water to determine if road construction will affect wetlands adjacent to the roads. If surface hydrology will be affected, a series of culverts must be installed under the road to allow flow between wetlands. If subsurface hydrology will be affected, the road must be constructed with a permeable subbase to allow flow under the road.

4. The existing single lane road at the Ski Tip crossing that is not used for the new alignment will be removed and restored to a wetland.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(x) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant.

Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

David Hill, DAVID HILL, VICE PRESIDENT FEB. 27, 1995
(PERMITTEE) (DATE)

(PERMITTEE) (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

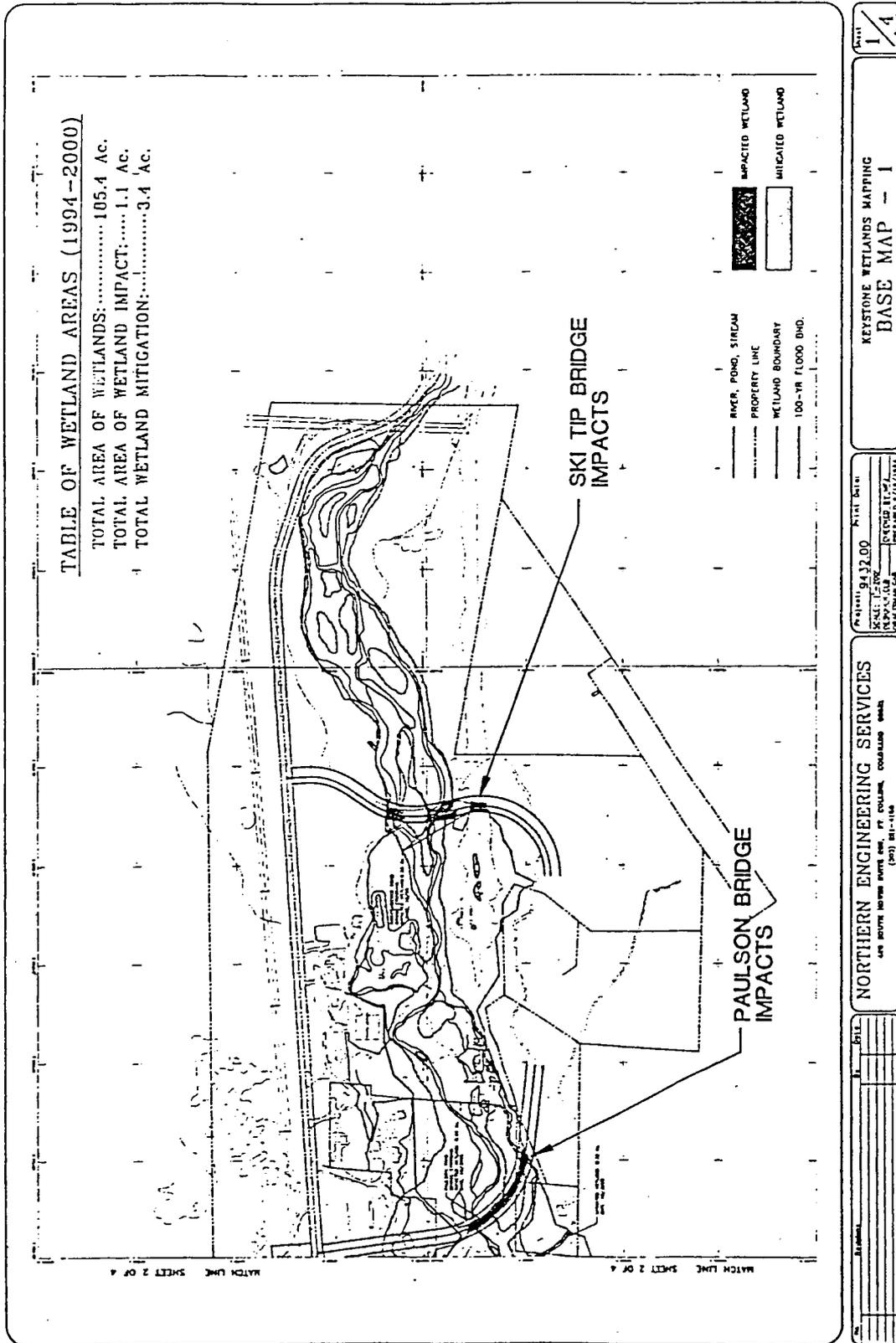
Issued for and in behalf of Colonel John N. Reese, District Engineer
Art Champ 3/7/95
Art Champ, Chief, Regulatory Branch (DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

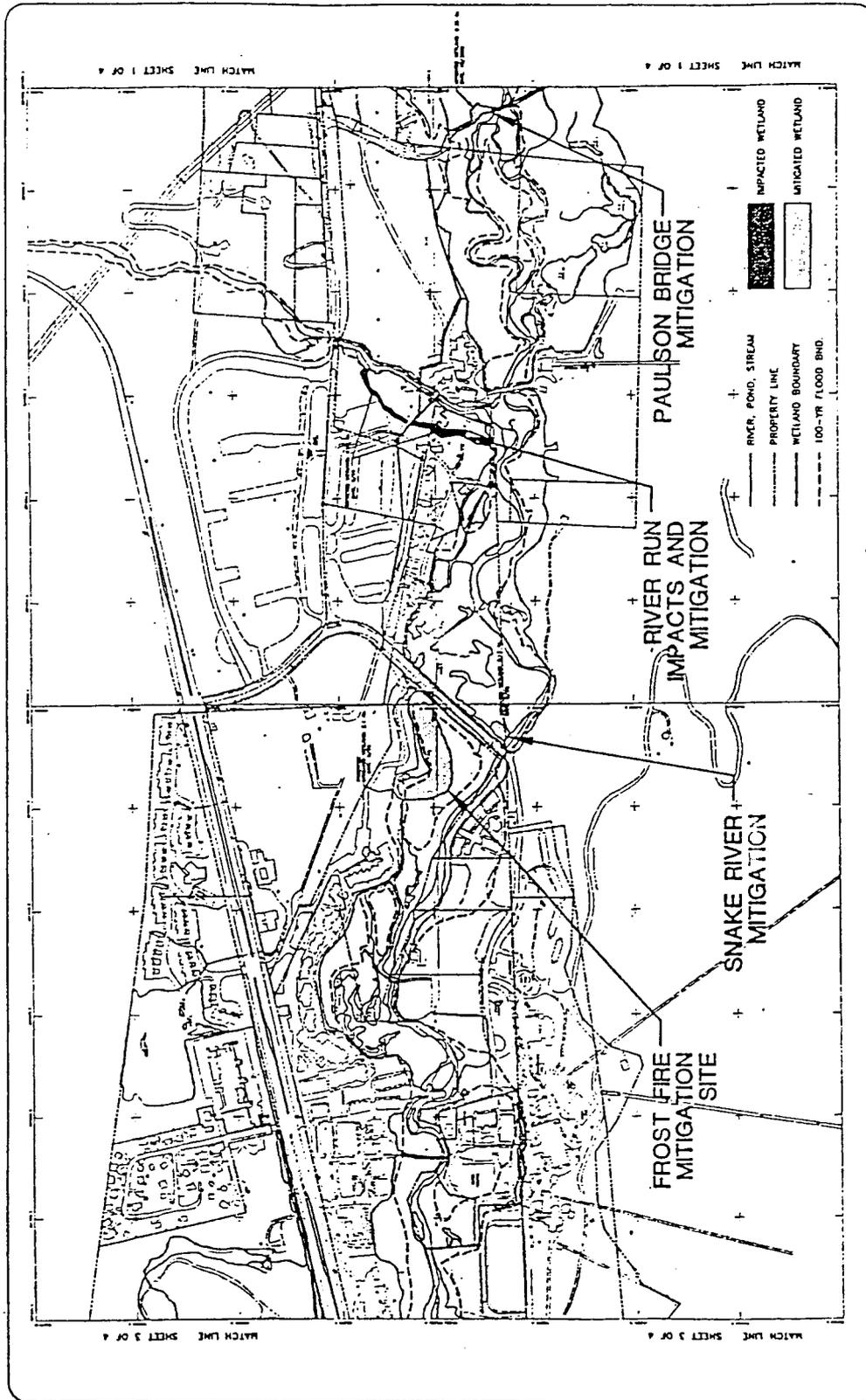
(TRANSFEEE)

(DATE)

DRAWING 2 BASE SHEET 1



**DRAWING 3
BASE SHEET 2**



2/4
SHEET

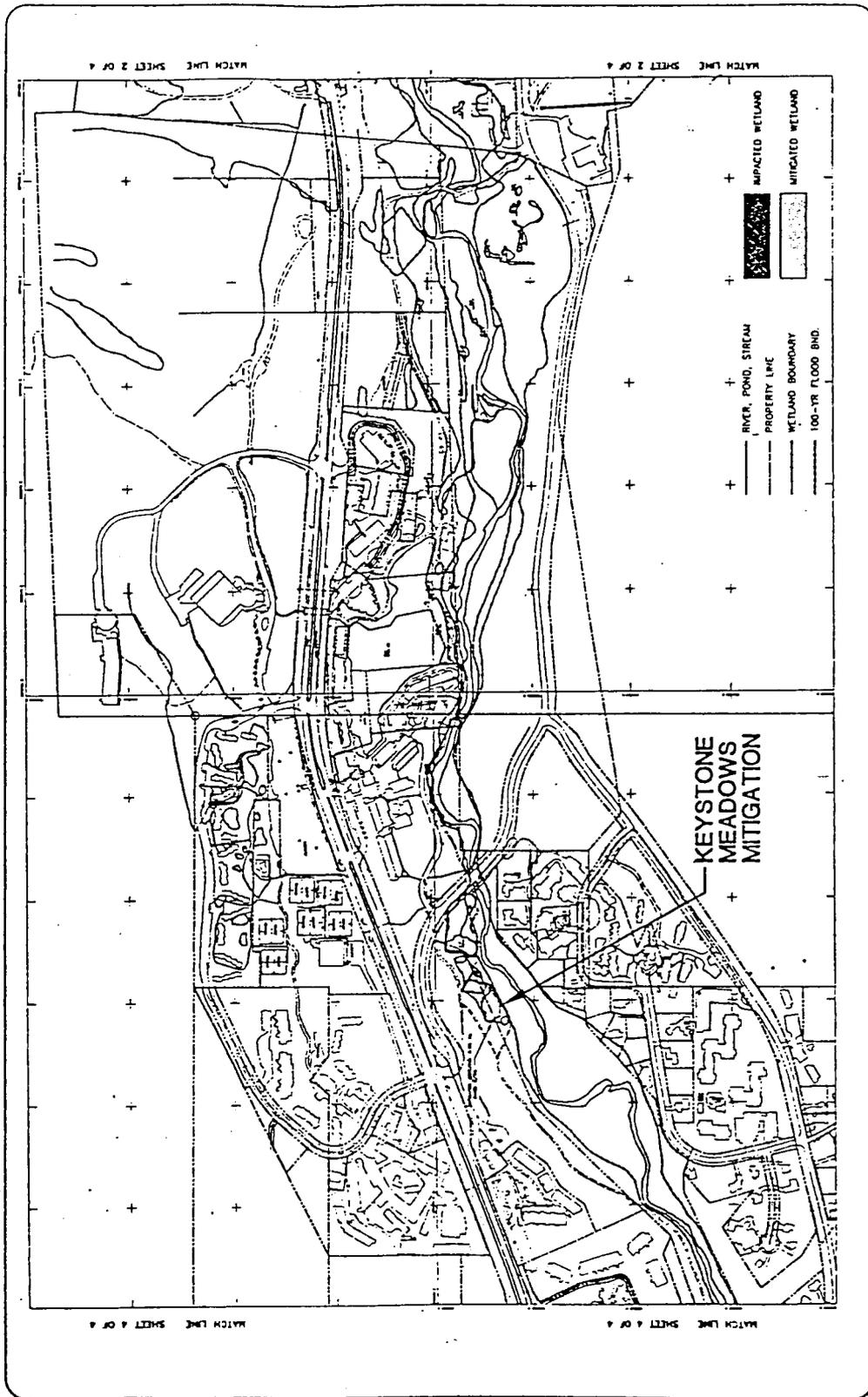
KEYSTONE WETLANDS MAPPING
BASE MAP - 2

PROJECT: 94132.00 PINK BRILL
SCALE: 1"=200'
DATE: 9/3/94
DRAWN BY: [signature]
CHECKED BY: [signature]

NORTHERN ENGINEERING SERVICES
405 SOUTH WATSON STREET, SUITE 100, FT. COLLINS, COLORADO 80501
(970) 221-1144

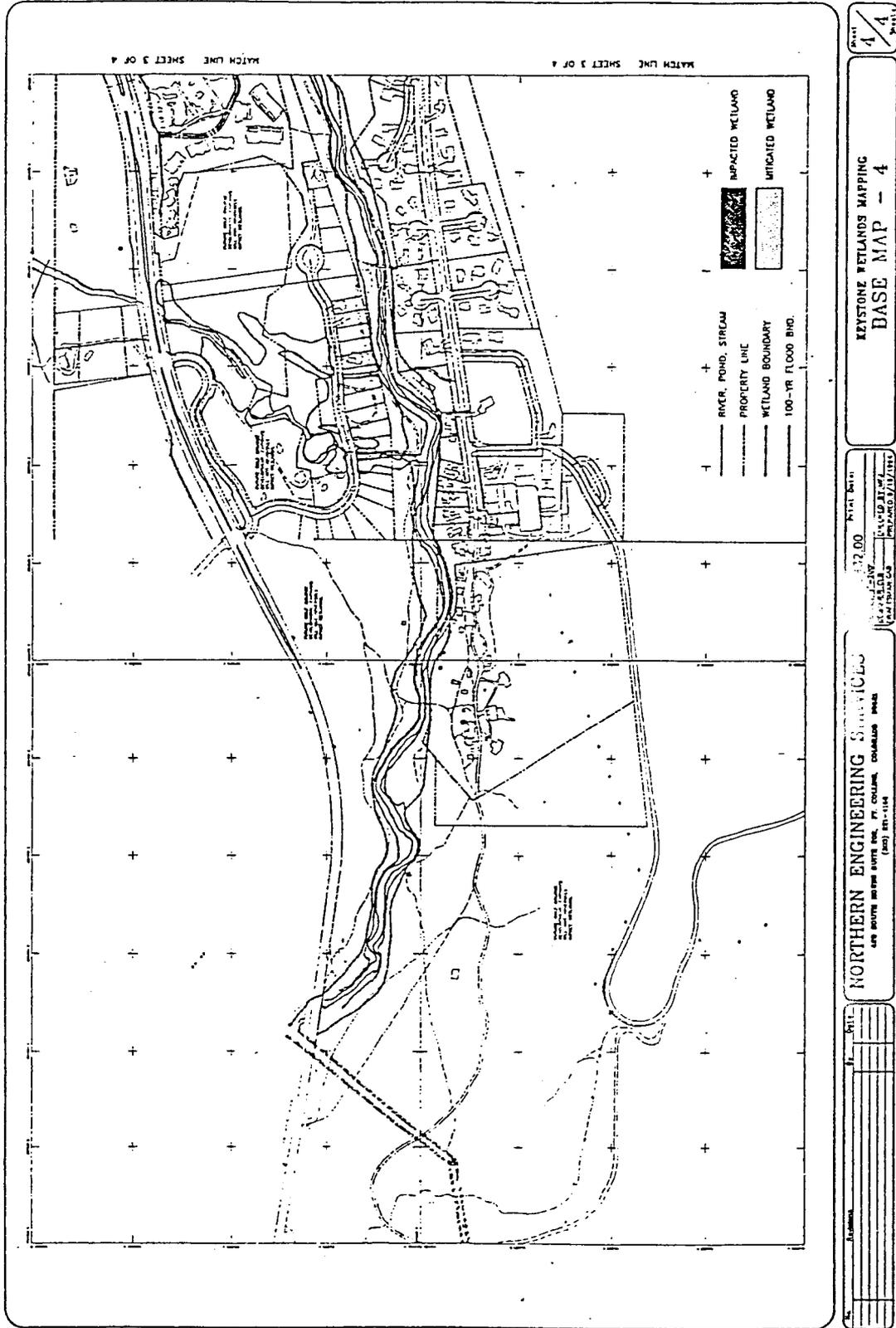
NO.	REVISION	DATE

DRAWING 4 BASE SHEET 3

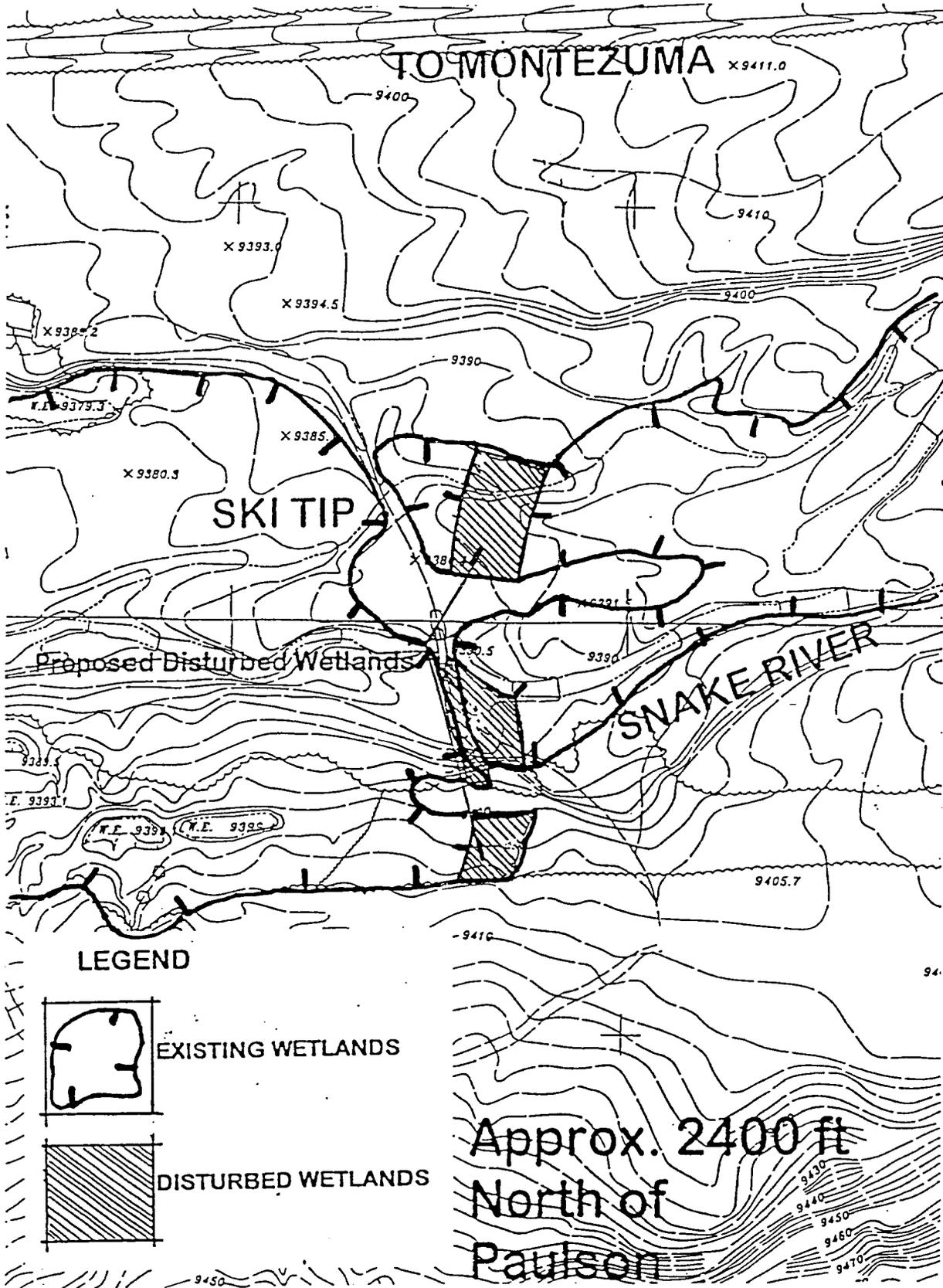


3/4 PULL	
KEYSTONE WETLANDS MAPPING BASE MAP - 3	
PROJECT: 943200 SHEET: 3 OF 4 DATE: 9/3/94 DRAWN BY: [Name] CHECKED BY: [Name]	PROJECT: 943200 SHEET: 3 OF 4 DATE: 9/3/94 DRAWN BY: [Name] CHECKED BY: [Name]
NORTHERN ENGINEERING SERVICES 405 SOUTH WATERS EDGE BLVD., FT. COLLINS, COLORADO 80504 (303) 221-1184	
NORTH 	

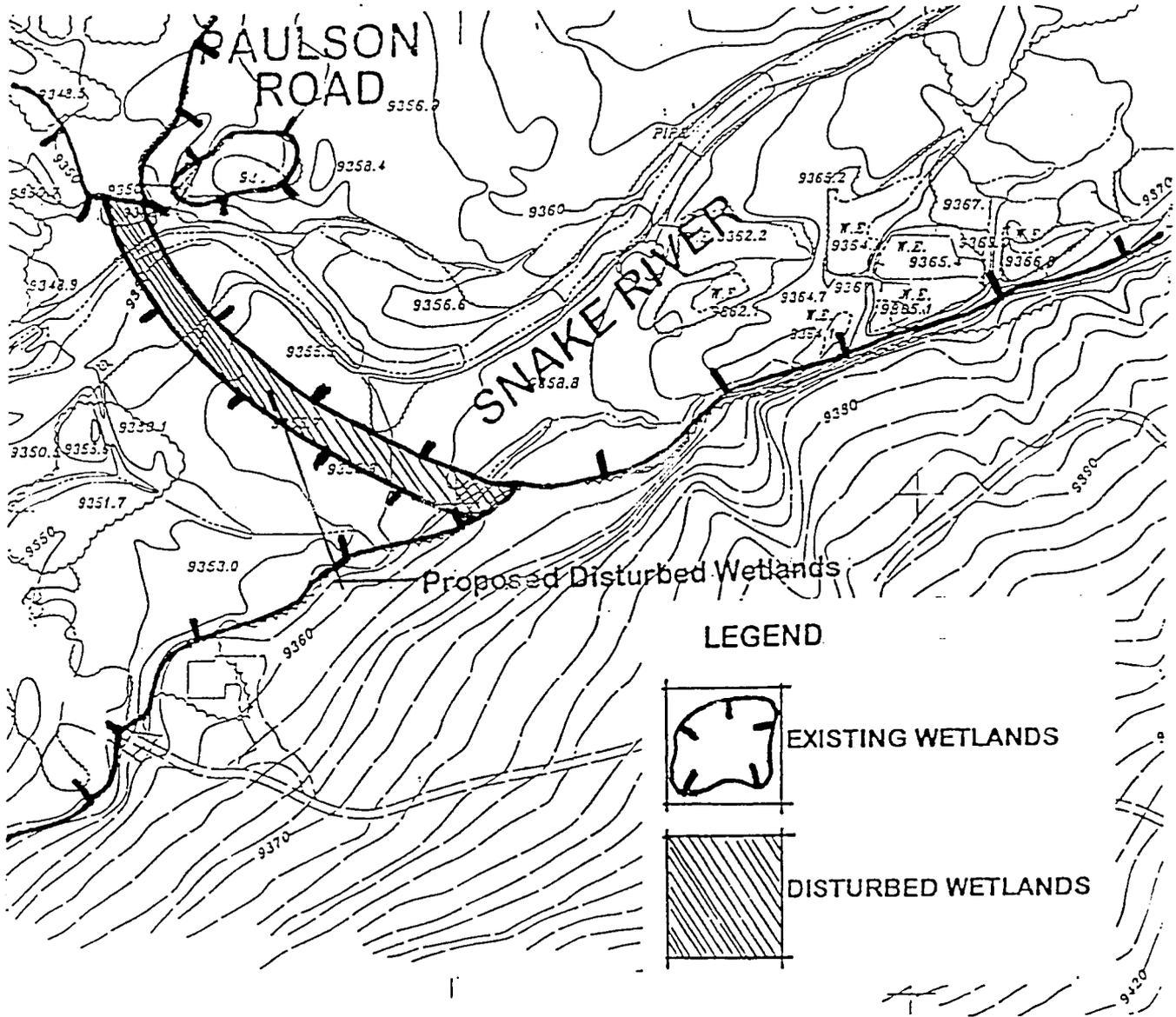
**DRAWING 5
BASE SHEET 4**



DRAWING 6 SKI TIP BRIDGE EXISTING AND DISTURBED WETLANDS



DRAWING 7 PAULSON BRIDGE EXISTING AND DISTURBED WETLANDS



WILDLIFE ASSESSMENT

Prepared By:

Western Ecosystems, Inc.
905 West Coach Road
Boulder, Colorado 80302
(303) 442-6144

June 1994

WILDLIFE ASSESSMENT

INTRODUCTION

Keystone Resort is preparing to consolidate seven Planned Unit Developments (PUD) and four trade parcels into one PUD. All of their properties illustrate site plans have been developed for all of the Keystone Resort.

Rezoning and Master Plan approval will require successful negotiation of the Summit County planning process. Wildlife are an important, integral component of the Keystone Valley and are of high public interest. Western Ecosystems, Inc. was retained by Keystone Resort to identify wildlife values on their properties and to recommend measures that would provide for existing and future wildlife use on and through these parcels. In 1992, a wildlife assessment (Thompson 1992) was prepared addressing the four Keystone Resort trade parcels. This report expands upon Thompson (1992) by including wildlife values for the neighborhoods and villages within Keystone Resort. A similar analysis has been conducted on fisheries and other aquatic biota by Chadwick and Associates.

STUDY AREA

Keystone Resort's is located in the Keystone Valley, Summit County, Colorado (Figure 1). Elevations range from approximately 9,600 feet, at the eastern edge of the base area in the Ski Tip neighborhood, to 9,090 feet along the Snake River in the Old Keystone neighborhood. More specific locations and habitats on and around these parcels are described in the Habitats section.

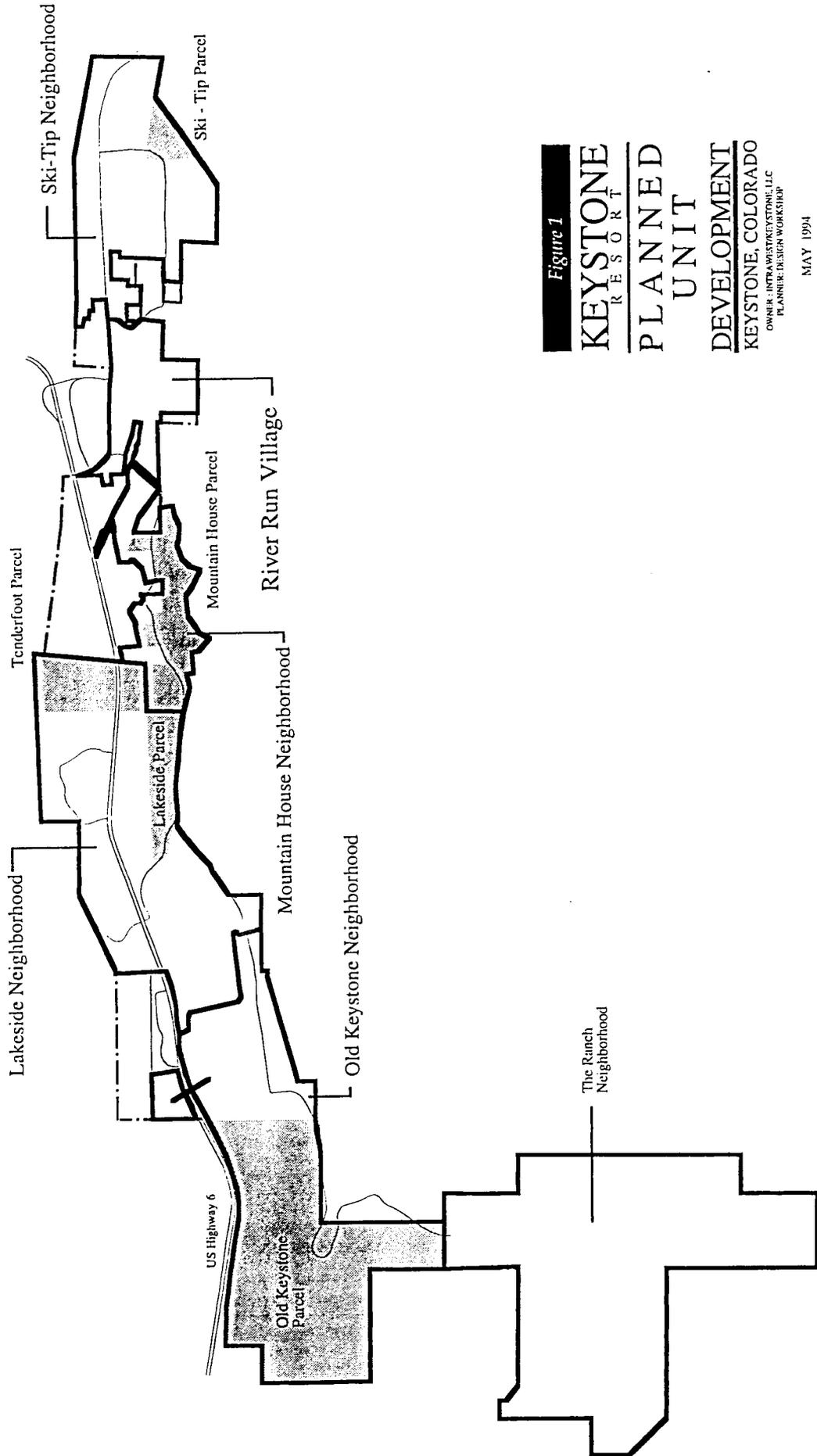


Figure 1
KEYSTONE
 RESORT
 PLANNED
 UNIT
 DEVELOPMENT

KEYSTONE, COLORADO
 OWNER: INTRAWEST/KEYSTONE, LLC
 PLANNER: DESIGN WORKSHOP

MAY 1994

METHODS

Field surveys were conducted on and around the Keystone Resort properties on May 11 and 12, June 30, July 21, and August 19, 1992. Survey objectives were primarily to evaluate the distribution, type, and quality of habitats on and around the parcels and, secondarily, to discern evidence of wildlife use. Additional field surveys were conducted in the area from 1992-1994, including a March 22, 1994 reconnaissance of the entire base area.

A meeting was held on June 30, 1992 with Mr. Alex Chappell, local Colorado Division of Wildlife (CDOW) District Wildlife Manager, to discuss wildlife use of the Keystone Valley and wildlife issues related to the Keystone properties and to existing developments in and around the valley. CDOW Wildlife Resource Information System (WRIS) maps were also reviewed for the following species: bald eagle (*Haliaeetus leucocephalus*), beaver (*Castor canadensis*), bighorn sheep (*Ovis canadensis*), badger (*Taxidea taxus*), snowshoe hare (*Lepus americanus*), sage grouse (*Centrocercus urophasianus*), red fox (*Vulpes vulpes*), ptarmigan (*Lagopus leucurus*), prairie falcon (*Falco mexicanus*), peregrine falcon (*F. Peregrinus*), mule deer (*Odocoileus hemionus*), mountain goat (*Oreamnos americanus*), Canada lynx (*Felis lynx canadensis*), jackrabbits (*L. townsendii*), golden eagle (*Aquila chrysaetos*), elk (*Cervus elaphus*), ducks and geese, blue grouse (*Dendragapus obscurus*), and cottontail (*Sylvilagus nutallii*). Current WRIS maps for elk, mule deer, ptarmigan, and ducks and geese (species of concern on the project area whose distributions were mapped) were obtained from the CDOW's Grand Junction Office (see Appendix 1-4 and Figures 2-4).

A Wildlife Habitat Overlay District (Wildlife Sensitivity) Map (dated February 25, 1991) and associated text was obtained from the Summit County Planning Department. This map is part of a review procedure established by the Summit Board of County Commissioners to consider wildlife and their habitats that may be affected by development proposals (see Appendix 5 and Figure 5). The map was developed by "stacking" the mapped, seasonal distributions of the WRIS species identified above (which were formerly "1041 species" identified by the public) and developing a ranking criteria to generate a composite, wildlife sensitivity map. Keystone Resort properties and other portions of the base area were located on the wildlife maps to evaluate overlap of designated areas with low to high wildlife impact potentials.

Federal and State threatened, endangered, and candidate species presence in the area was based on those species whose distributions overlap the Keystone Valley, who historically occurred in the area, and whose habitat affinities overlap those of local habitats.

The intensity of the wildlife analysis, below, varies with the amount of development present on subject parcels and the ecological values of these areas at the time of the assessment. Analyses and recommendations are most thorough for undeveloped trade parcels presently supporting valuable wildlife species or habitats. Analyses are more superficial for parcels and neighborhoods at full buildout. Additional study and more detailed analysis of some parcels will be conducted at Site Plan submitted to the county.

HABITATS PRESENT

Keystone Resort's base area is located along the bottom of Keystone Valley. This narrow valley bottom was formerly a narrow, willow (*Salix* spp.)/ alder (*Alnus tenuiflora*)-lined riparian corridor along the Snake River with adjacent lodgepole pine (*Pinus contorta*) and aspen (*Populus tremuloides*) stands interspersed with big sagebrush (*Artemisia tridentata*) meadows. Much of this bottomland has been developed as a result of secondary developments associated with Keystone Ski Area. This fragmentation and loss of habitats has adversely affected former wildlife use. However, as a result of land ownership patterns, private land is generally confined to the valley bottom with upper elevations of sagebrush, lodgepole, aspen, and the spruce-fir (*Picea engelmannii*-*Abies lasiocarpa*) and alpine zones in public ownership, managed by the US Forest Service (USFS). With the exception of ski area development, upper elevations of the valley and the dynamic processes affecting wildlife populations have been minimally influenced by human developments.

The Keystone Resort properties are composed of four trade parcels and PUD's that are being considered into one PUD. Habitats present on these properties are described below for each parcel, neighborhood, and village.

Ski Tip Parcel

The 15.0 acre Ski Tip Parcel, a subset of the Ski Tip Neighborhood, (Figure 1) is located off of Montezuma Road, south of the Snake River, and just south of Ski Tip Ranch, Keystone's cross country ski center. Approximately 65% of the triangular parcel is composed of a relatively flat terrace above the river. Most of this area is dominated by a uneven-aged, moderate-density stand of lodgepole pine, with few snags, a low amount of coarse woody debris, and some regeneration of lodgepole, Englemann spruce, and aspen. The understory is moderately sparse for a lodgepole stand, and composed almost entirely of bearberry manzanita (*Arctostaphylos uva-ursi*, locally up to 40% ground cover), with some russet buffaloberry (*Shepherdia canadensis*) and common juniper (*Juniperus communis*). Forbs and grasses are virtually absent.

The other dominant habitat on the terrace is a former powerline swath that appeared to have been last mowed in 1991. Most of this swath on the parcel is underlain by xeric, granitic soils reclaimed with introduced cultivars, such as Wheeler bluegrass (*Poa nervosa*) and smooth brome (*Bromus inermis*). However, native species, such as bearberry manzanita, strawberry (*Fragaria ovalis*), carex (*Carex* spp.), young aspen and lodgepole pines, shrubby cinquefoil (*Pentaphylloides floribunda*), and bog birch (*Betula glandulosa*), have more successfully recolonized the former lodgepole stand and dominate the biomass.

Less than 0.5 acres of the parcel's extreme northwestern tip overlaps the edge of a willow-bog birch-beaked sedge (*C. utricularia*) wetland, that is otherwise, entirely contained on Keystone's adjacent Base 1 parcel (previously rezoned and considered below under the Ski Tip Neighborhood). The core of this community at least partially resulted from an old, four to nine foot tall (upstream to downstream heights) beaver dam across Jones Creek, located approximately 681 feet west of the Base 1 Trade Parcel's western boundary. This historic dam impounded water over a large area, elevating the water table and making soils suitable for wetlands colonization. This dam has been breached and no longer detains water, although several small, adjacent ponds (largest 30 x 105 ft. and up to 2 ft. deep) are still present. Bog birch and shrubby cinquefoil persist in the portion of the bog whose surficial soils are no longer saturated.

Habitat on the remaining 53% of the parcel is a steep, northwest-facing spruce-fir stand on the lower slopes of Independence Mountain. Understories are dominated by grouse whortleberry (*Vaccinium scoparium*). At the transition between the flat terrace and the steep hillside, the forest community displays a gradual transition with an increased frequency and size of spruce, fir, and aspen, a greater abundance of these species in the understory, and a decline in lodgepole pine.

The flat portions of this parcel are heavily used during winter as part of Keystone's nordic system. Several roads innervate the lodgepole forest and are used during winter as part of the nordic system. Summer use is light and largely confined to casual hiking. There is evidence of historic mining on-site and there appears to be a squatter/ prospector that moves through the property to access upper elevations on Independence Mountain.

Mountain Village Parcel

The 89.5 acre Mountain Village Parcel (Figure 1) contains the existing recreation portal of Keystone Mountain House neighborhood, ski area, and a diverse assemblage of wildlife habitats. For analysis, the parcel will be subdivided into three sections: (1) the developed urban base area, (2) the largely undeveloped wetlands and area south of Highway 6, and (3) the largely undeveloped area north of Highway 6.

The developed base area section of this parcel is composed of the proximal terminals of five ski lifts, residential, administrative, maintenance, and health care facilities, and adjacent, unpaved parking lots. These facilities are located south of the Snake River, along the valley bottom and initial toe slopes of the ski area. Remnants of the former, mixed lodgepole pine/ spruce-fir/ aspen habitats are still present, along with reclaimed ski slopes and man-made habitat of buildings, parking lots, etc.

The remaining portion of the parcel south of Highway 6 and north of the Keystone Village Road is dominated by a broad willow, shrubby cinquefoil, and bog birch wetland flanking the Snake River. Wetland understories in boggy soils are dominated by beaked sedge and a variety of forbs and moss. The broad portion of the wetland contains several remnant, bottomland lodgepole/ spruce stands interspersed in a series of active beaver ponds and connecting channels. Upland habitats along the periphery of this parcel subsection include lodgepole pine, mixed lodgepole/ spruce, and sagebrush. A paved portion of the Dillon-Keystone Trail runs through this area and is moderately used. Most human use on this parcel is confined by the saturated wetland soils to the bike/ hiking path and to fisherman use along the river.

The portion of the Tenderfoot Parcel north of Highway 6 is largely undeveloped and contains lodgepole pine, aspen, wetland meadow, riparian, and willow carr habitats. The lodgepole community is a young- to moderately-aged, 40 foot tall, relatively dense, but healthy stand, and covers the largest portion of the site. Understory cover and composition varies from approximately 20-30%, in *Arctostaphylos* patches, to 70% cover in *Shepherdia* stands. These lodgepole stands grade into a variable-aged aspen community at the upper, northern end of the parcel and a willow carr along the parcel's eastern edge. The aspen stand contains several small, boggy meadows dominated by up to four foot tall willows, bog birch, and shrubby cinquefoil, with beaked sedge, *Juncus* spp., moss, and a variety of other grasses and forbs. The drier, periphery of these meadows contain taller willows, encroaching aspen saplings, and, furthest from the meadows, mature aspen and isolated spruce. The aspen stand is also dissected by a narrow (1-2 ft. wide), perennial stream supporting a narrow (10-20 ft. wide) riparian zone composed of 10-20 foot alders and willows and an understory similar to that described below for the Wintergreen Neighborhood. This stream flows into a willow carr supporting a dense stand of 8-14 foot willows, in excellent condition, with a dense shrubby cinquefoil understory. This willow carr was created by a series of beaver dams (still active) that spread water from the small stream out into a broad, fan-shaped area. With the exception of a large, unused irrigation ditch running east-west through the parcel, the only other physical human disturbance on the parcel is a Colorado State Forest Service equipment storage area in lodgepole habitat, just north of Highway 6.

Lakeside Parcel

The 27.5 acre Lakeside Parcel (part of Lakeside Neighborhood, Figure 1) is located along the Snake River, immediately downstream of the Mountain House Parcel. As such, habitats are primarily an extension of the Mountain House Parcel wetlands, described above, that are constrained at the west end of the parcel by an upland terrace, dominated by spruce along the river and lodgepole pines atop the terrace.

Old Keystone Parcel

The 242.0 acre Old Keystone Parcel (Old Keystone Neighborhood, Figure 1) is the most westerly of the four parcels. The parcel lies on the south side of US Highway 6, contains Keystone Science School and a 2,700 foot reach of the Snake River, and extends south into the Soda Creek drainage, a tributary of the Snake River. Three terrestrial habitats occur on-site: lodgepole pine, graminoid meadow, and riparian. The majority of the site is a lodgepole pine community of varying density, depending on aspect, soil moisture, and thinning due to a 1979-82 pine beetle infestation. Depending on canopy closure, the understory contains variable amounts of bearberry, juniper, buffaloberry, and in drier, open sites, bitterbrush and a better developed herbaceous understory. In many areas, all of the pines have been removed leaving just the sparse, shrubby understory. Local shrub stands display evidence of low to moderate ungulate browsing. Aspen trees on adjacent parcels show low amounts of "barking" by elk, virtually all of which occurred during the 1991/92 winter.

The large graminoid meadow south of the Keystone Science School buildings was a former lodgepole stand now containing a variety of native and introduced grasses and grass-like plants. This entire field is inhabited by Richardson ground squirrels (*Spermophilus richardsonii*) which have influenced vegetative composition.

The riparian community along the Snake River is limited to a narrow (measured in a few feet or yards) wetted zone that supports a discontinuous corridor of moderate to large willow shrubs.

Human use and disturbance on the parcel is moderate and occurs year-round. US Highway 6 and the Keystone Ranch Road occur on the north and east sides of the parcel, while the Summit Cove subdivision is contiguous to the west and south. Keystone Science School operates year-round and field trips involving dozens of people at a time disperse throughout the parcel. The site also contains the Dillon-Keystone segment of the Summit County Bike Trail System, as well as a network of haphazard trails created through persistent use by bikers, hikers, equestrians, fishermen, students, etc.

Ski-Tip Neighborhood

The Ski-Tip Neighborhood (Figure 1), which includes the Ski Tip Parcel, supports habitats generally representative of a cross section of the Keystone Valley. The north side of the Snake River is dominated by a lodgepole pine stand with its typically depauperate understory. The Snake River riparian corridor is as broad in this neighborhood as anywhere along the Keystone Valley bottom. A number of river channels bisect this corridor supporting active beaver ponds, and peripheral willow and spruce communities. As described above under the Ski Tip Parcel, this neighborhood supports a bog and ponds on a river terrace at the mouth of Jones Creek. North-facing slopes south of the river are dominated by spruce-fir. Existing human development in this neighborhood is generally confined to the north side of the river. The parcel's northern flank parallels a steep ridge, between the Montezuma Road and Highway 6, that extends up to the Continental Divide.

River Run Village

The River Run Village (Figure 1) contains another cross section of the valley. The Snake River riparian corridor is narrower in this area, but still locally over 100 yards wide with active beaver ponds. Habitats south of the river are dominated by mature spruce-fir, while a lodgepole stand dominates the north side of the river. The south side of this village contains the proximal Skyway Gondola terminal and the bottom of the "River Run" ski trail. The River Run Plaza commercial center, a parking lot, and limited lodging facilities dominate the central and western portion of this village south of the river.

Mountain House Neighborhood

The Mountain House Neighborhood (Figure 1) contains the existing developed base area of Keystone Mountain and a portion of a willow, shrubby cinquefoil, and bog birch wetland flanking the Snake River. Both of these areas are described in more detail under the Mountain House Parcel, above.

Lakeside Neighborhood

The Lakeside Neighborhood (Figure 1) encompasses another cross section of the valley with north-facing spruce-fir slopes, a floodplain terrace dominated by lodgepole pine, and a broad to narrow Snake River riparian corridor. This neighborhood contains a portion of the Mountain House Parcel, the entire Lakeside Parcel, Keystone Village, the Keystone Conference Center, and the majority of existing multi-family and single family housing in Keystone's base area. Most of the western half of this neighborhood is at full buildout.

Wintergreen Neighborhood

The Wintergreen Neighborhood is an undeveloped 40 acre natural resource zoned parcel located north of US Highway 6, the Wintergreen commercial parcel, and the West Hills parcel, all mostly undeveloped. This parcel occurs on a southeast-facing slope, just west of Frey Gulch and its perennial, first-order stream. Local habitats are an interspersed of lodgepole pine, aspen, sagebrush meadows, and the narrow riparian community flanking the creek down Frey Gulch. Lodgepole stands are varied, ranging from healthy, mature to moderately-aged, relatively thin stands to denser, decadent and largely dead stands with a high snag component. Lodgepole understories vary widely with canopy closure, from virtually barren areas in "dog-hair" stands to vigorous grass-forb communities in open decadent and dead stands. Common understory species, though variable depending on canopy closure, include buffaloberry, juniper, antelope bitterbrush (*Purshia tridentata*), bearberry, Oregon grape (*Mahonia repens*), Wood's rose (*Rosa woodsii*), lupine (*Lupinus argenteus*), penstemon (*Penstemon* spp.), arnica (*Arnica cordifolia*), vetch (*Vicia americana*), and white-flowered peavine (*Lathyrus leucanthus*).

Aspen on these xeric, south-facing slopes are relatively small (25-30 ft. tall with up to 6 in. dbh and no cavities), except along Frey Gulch where they are larger. These small aspen stands are generally expanding, extending into adjacent lodgepole stands and sagebrush meadows. Some aspen have been "barked" by elk and some young trees have been stunted by big game browsing, however, evidence of undulate damage is relatively light. Common understory species include juniper, snowberry (*Symphoricarpos occidentalis*), sagebrush, Wood's rose, vetch, and bunchgrasses.

Sagebrush stands innervate the forest communities and generally support good to vigorous grass-forb understories. In some stands, bitterbrush, rabbitbrush (*Chrysothamnus nauseosus*), juniper, and bearberry codominate. Common understory species include carices, bluegrasses, peavine, yarrow (*Achillea millifolium*), false buckwheat (*Eriogonum* spp.), leafy cinquefoil (*Potentilla* sp.), and ragwort (*Senecio* sp.). This community shows a moderate degree of use by wintering elk and a lesser amount of summer deer use.

Human use of this parcel is moderately high, although most use probably occurs during the snow-free season. A number of well used trails run through the parcel that are used for horseback riding, mountain biking, hiking, motorcycle riding, and other uses. A large number of bonfires, campfires, "forts", mattresses, and associated debris suggests this area is a "hangout" for local juveniles.

Old Keystone Neighborhood

The Old Keystone Neighborhood (Figure 1) is synonymous with the West Trade Parcel. See that section, above, for a description of habitats.

The Ranch Neighborhood

The Ranch Neighborhood (Figure 1) is composed of Keystone Ranch Golf Course surrounded by residential development. As of 1992, only 4 of 78 existing homes were occupied year-round. This neighborhood is located in the Soda Creek drainage, a tributary of the Snake River. Native habitats include a large sagebrush meadow extending throughout the broad valley bottom, with local shrubby cinquefoil and willow stands in moister areas, and surrounding lodgepole pine forest. Elk from the Swan Mountain herd winter on and around the course and cause damage to the course and residential landscaping.

WILDLIFE VALUES AND ISSUES

The wildlife values of parcels, neighborhoods, and the village are based on (1) the type, condition, distribution, diversity, and structural complexity of habitats present on and around individual parcels (i.e., the habitat potential); (2) on the number and diversity of wildlife species present, and potentially present, and their biological and political significance; and (3) the type and extent of present and future human disturbance proposed on and adjacent to particular parcels. However, the values presented below are not necessarily comprehensive; there are perhaps a greater number of wildlife values that are not discussed. This should not be considered an omission or oversight. This evaluation focused on those wildlife species and groups whose loss from a particular parcel could individually or cumulatively contribute to a moderate or greater ecological impact on the overall wildlife community or on individually sensitive species. At present, proposed development is simply conceptual with no detailed development plans. Subsequent development proposals will require additional, detailed wildlife analyses. It is assumed that some of the eventual development will permanently displace all wildlife from footprint areas and displace other species from surrounding disturbance areas. Where, for example, the native small mammal community may be totally displaced from a large portion of a parcel, small mammals might not be discussed as an important wildlife value, not because they are ecologically unimportant as a prey base for terrestrial and avian predators or because they lack other intrinsic values, but because they are abundant and widespread in surrounding habitats that will not be developed. In this context, the result of the anticipated impact to this group would be considered to be ecologically minor.

For the general Keystone Valley area, CDOW WRIS maps do not identify any important habitats for the bald eagle, mule deer, bighorn sheep, sage grouse, prairie or peregrine falcons, mountain goat, Canada lynx, or cottontail. This area is within the overall distribution of the badger, red fox, jackrabbit, mule deer, golden eagle, and blue grouse. Beaver and a limited number of ducks and geese (not shown on CDOW WRIS maps provided below) are present in the area along water courses, such as the Snake River and some adjacent tributaries and ponds. Snowshoe hares are present at upper elevations and, of the properties examined in this analysis, and are present in greatest numbers in spruce-fir forests south of the Snake River.

All known seasonal activity areas of ptarmigan, as identified by current CDOW WRIS maps (Figure 2), are well outside areas that would be affected by any development on the trade parcels. However during discussions with Alex Chappell (CDOW), he recalled a dated memo suggesting that an unknown number of ptarmigan had been detected wintering in the willow stand along Jones Creek, to the west of the Ski Tip Parcel in the Ski-Tip Neighborhood (C. Braun, A. Chappell, CDOW, pers. comm.). Unfortunately, Mr. Chappell could not find this memo in his files.

Figure 2. Ptarmigan overall range (all known seasonal activity areas; outlined and with inset horizontal lines) in the vicinity of Keystone Resort, as delineated by current CDOW WRIS maps. No winter ranges were identified in the area covered by this map. Scale 1:50,000.

The importance of ptarmigan wintering areas is discussed below in the section on Ptarmigan.

Seasonal activity areas of elk are illustrated in Figure 3. At least portions of The Ranch, and the Old Keystone, Lakeside, and Wintergreen Neighborhoods overlap severe winter range and critical elk habitat. Severe winter range is that part of the elk herd's home range where 90% of the individuals are located when the annual snowpack is at its maximum during the two worst winters out of ten. This is the most spatially restricted of all winter ranges. This polygon and areas to the west, including Swan and Ophir Mountains, are also considered normal winter range (see Appendix 3 for elk activity area definitions). There is also some transitional (spring and fall) and normal winter use of these parcels and on a portion of the Lakeside neighborhood north of Highway 6.

Also illustrated in Figure 3 are highway crossings delineated by the WRIS maps and those identified by Alex Chappell (CDOW). Differences in crossings between these two sources are due to definitions. For CDOW WRIS maps, highway crossings are defined as areas where six or more deer or elk are killed per mile of highway per year. The only section of highway meeting this definition is along I-70, several miles east of the Silverthorne Interchange. The crossings identified by Alex Chappell are more reflective of where animals actually cross, but where road-kills may not be excessive enough to meet WRIS map criteria. Note that Mr. Chappell identified two crossing areas east of the Old Keystone neighborhood; the smaller, western crossing is used primarily by deer.

As indicated in Appendix 1, the CDOW WRIS maps do not identify any seasonally important mule deer habitats in the vicinity of the Keystone Valley. This does not imply, however, that mule deer are not an issue in the valley. The area supports a relatively large summer deer population. Depending on snow depths and elevation, deer migrate out of the area and down the Blue River Valley in October-December and return in May-June. While local big game enhancement efforts have focused on elk, little has been done for the summer deer herd. Perhaps the most important habitat component to consider in local development planning for deer is the maintenance of viable movement corridors between seasonal ranges.

Figure 4 suggests that there are no important seasonal waterfowl habitats in the vicinity of the Keystone properties.

Figure 3. Elk seasonal activity areas in the vicinity of Keystone Resort, as delineated by current CDOW WRIS maps. Areas north of I-70 and west of Highway 9 were not mapped. Critical habitat and severe winter range is shaded, winter range is outlined with inset horizontal lines, and general migration patterns are denoted by arrows. The I-70 highway crossing (\) was the only elk crossing identified by WRIS mapping. Four additional big game highway crossing points (/) were identified by Alex Chappell (CDOW).

Figure 4. Canada goose transitional wintering areas (/) and duck production areas in the vicinity of Keystone Resort, as delineated by current CDOW WRIS maps.

Dillon Reservoir and some adjacent uplands are transitional wintering areas for Canada geese. These habitats are used from mid-fall (around November 1) until reservoir freeze-up (mid-late December), at which time the geese depart to traditional, ice-free wintering areas. Figure 4 also identifies a number of duck production areas near the inlet areas of the reservoir's arms, in adjacent ponds, and down the Blue River (below the dam). Although the amount of duck production areas in neighborhoods along the Snake River may not be high enough to warrant delineation on WRIS maps, some production occurs. These low density production areas are cumulatively important to waterfowl populations.

The Summit County Wildlife Habitat Overlay District Map identified all Keystone properties, outside of areas delineated as important to elk, as areas with low potentials for impacts to wildlife and their habitats and, therefore, outside of the District (Figure 5). Areas of severe elk winter range, such as those portions of The Ranch, and the Old Keystone, Lakeside, and Wintergreen neighborhoods, are considered to have a high impact potential.

The shortcoming of the Overlay District evaluation approach is that the potential impact categories apply to cumulative values of the overall wildlife community, based on key species selected by the public. As a result, two problems may occur. First, in habitats where few of the selected species overlap, the area may receive a "low" ranking, even though that area may be critical to one particular species. Secondly, even the cumulative consideration of the selected species does not consider habitats supporting the highest biodiversity values. As a result, many of the riparian and wetland habitats (at least those in the Keystone Valley) are classified in low impact potential areas, although their development would be considered under Section 404 of the Clean Water Act and other jurisdictional regulations.

Figure 5. Location of Keystone Resort properties on the Summit County Wildlife Habitat Overlay District Map. Map prepared January 1991 by the CDOW. Scale 1:50,000.

INTERSTATE 70	HIGHWAY 6	SILVERTHORNE
DILLON	FRISCO	DILLON RESERVOIR
KEYSTONE SKI AREA	SKI TIP PARCEL	
WINTERGREEN	LAKESIDE PARCEL	
	MOUNTAIN HOUSE	
OLD KEYSTONE	KEYSTONE GULCH	
HIGHWAY 9		

SKI TIP PARCEL

Riparian/ Wetland Community - Biodiversity

Although the riparian/ wetland shrub community at the extreme northwestern tip of the parcel covers an area of no more than 0.5 acres, and while it does not support a large number of wildlife species, it is a small part of a larger valuable wetlands community that does support a large number of species and individuals. Riparian habitats generally support a higher abundance and diversity of wildlife species (wildlife biodiversity) than any other habitat in Colorado, although they are also the most spatially limiting. There are invertebrates, fish, amphibians (probably), small mammals, and birds associated with this wetland community that are absent in surrounding habitats. This community extends from Jones Creek to the outer edge of the bog birch-shrubby cinquefoil stand that has been mowed along the powerline corridor. If left to develop, these shrubs would support most of the same wildlife values as those in saturated soils. This entire community is also a wetland protected by the US Army Corps of Engineers under Section 404 of the Clean Water Act.

The combination of this riparian/ wetland, the structural heterogeneity of the surrounding forest, and the open powerline corridor create an ecotone paralleling Jones Creek that also supports higher biodiversity values than that of surrounding homogeneous habitats. Although most of this wetlands occurs on the Ski Tip neighborhood, the above discussion is presented to identify this small portion as a sensitive habitat that could be affected by development activities on the trade parcel, such as nordic, hiking, or bike trails, that might extend into the surrounding area.

Ptarmigan

As mentioned above, there may be evidence that some ptarmigan may have wintered in the willow community that extends west onto the Ski Tip Neighborhood. Ptarmigan, which summer in the alpine along the Continental Divide and other local mountains and ranges, altitudinally migrate to wintering areas in drainage basins at or above treeline and to stream courses below treeline where food (willows) and roosting sites (soft snow) are readily available (Braun et al. 1976). Wintering areas, occupied between late October and late April, are dominated or codominated by willows, the most important winter food of ptarmigan. Willow presence and availability are directly related to winter ptarmigan distribution. Ptarmigan wintering areas are distributionally limited and support birds from a large area of surrounding alpine, breeding habitat. Consequently, loss or degradation of wintering areas can adversely affect ptarmigan abundance and distribution in a large surrounding area of otherwise suitable habitat.

Winter and spring 1994 surveys of this area did not locate any evidence of wintering ptarmigan. If ptarmigan were formerly present in the area, they may have been displaced by nordic and other human activities. Ptarmigan may also have only used the area during milder winters when willow buds are exposed above the snow. This may account for the absence of ptarmigan sign located during and following the "normal" 1993/94 winter. It is also somewhat surprising why ptarmigan would be present in this willow community and absent in more extensive and isolated surrounding willow stands, such as those elsewhere along the lower Snake River or in Keystone Gulch. Regardless, the willow stands of concern will be preserved through their incorporation into Keystone Resort's wetland park.

Threatened, Endangered, and Candidate Species

The Ski Tip Parcel is not known to be important to any Federal or State threatened, endangered, or candidate species. The distribution of the boreal toad (*Bufo boreas boreas*), a federal candidate species, overlaps the project area (Hammerson 1982), and the beaver ponds/riparian habitats on the Ski Tip Neighborhood appears suitable as breeding habitat. The adjacent wetlands is contiguous with the small (≤ 0.5 acres) acreage of wetlands on-site, however, the area on-site is less suitable toad habitat. Although the June 30, 1992 survey through the Ski Tip wetlands (part of which was a specific toad survey) did not locate any evidence of this toad, the negative results of this brief, suboptimally-timed survey could not rule out the species' presence.

The spruce-fir stand on the steep slope leading up to Independence Mountain supports snowshoe hares and is the preferred habitat type for Canada lynx, a federal candidate species and State endangered species, in Colorado. While there have been no systematic surveys for lynx in the Keystone area, there is no evidence that lynx are present in this valley. Furthermore, it is unlikely that much development would occur on this steep slope, which is only a small portion of the suitable habitat available further uphill.

Other "T&E" species whose distributions overlap the project area, such as bald eagles and peregrine falcons, have no particular affinities to habitats on this parcel.

Snake River Wildlife Movement Corridor

The Snake River Valley in the vicinity of the Ski Tip Parcel functions as an upstream-downstream movement corridor for a wide variety of wildlife. The parcel itself is "tucked" up against the valley wall so that development on it would encroach onto only a small portion of the corridor's entire width. Access across the valley, from the Montezuma Road, should maintain open areas for these movements, including those of semiaquatic mammals (e.g., beaver, mink [*Mustela vison*], and river otters [*Lutra canadensis*]). Open areas would consist of open space paralleling the river and the use of spanning bridges, rather than one or more culverts. River otters are not known to be in the Snake River drainage, but they have been recorded from surrounding rivers (e.g., the Blue River near Breckenridge). Otters will not cross under narrow, culvert-like bridges; they will climb out of the creek and cross the road above, where they are susceptible to vehicles. While spanning bridges may still be too constrained for otters to cross under, these types of bridges would still be best for the overall wildlife community. Spanning bridges would facilitate the movements of wildlife and fisheries, and would avoid maintenance problems associated with the propensity of beavers to dam culverts.

Other Wildlife

A wide variety of other common wildlife species are present on and adjacent to this, and the other properties. Deer, black bear (*Ursus americanus*), a species which may become a nuisance, and a wide variety of nongame birds and mammals are seasonally present, all of which could have implications on the operation/ habitation of any development on-site. Use of the parcel by most of these species will decline with its development.

Mountain House Neighborhood

Wetlands/ Biodiversity

The diverse wetlands, composing the largest habitat on this parcel, also supports the highest numbers of wildlife species of any local habitat. These wetlands are large and both vegetationally and structurally diverse. In addition, surrounding habitats to the south and those around the portion of the parcel north of Highway 6, adjoin large tracts of undisturbed or relatively undisturbed National Forest. These diverse upland habitats and the intervening ecotone effect, further contribute to the wildlife diversity of these wetlands. There has also been little human disturbance to wetlands on the parcel (although those along the Snake River may once have been larger). While a moderately-used recreational trail runs through the area, this use is relatively compatible with the wildlife community and there is little off-trail use. All of these characteristics result in a rich, almost pristine wildlife community located in the heart of a ski resort.

There is no evidence (WRIS maps [Figure 2] and inconclusive field survey results) that either of the broad willow/ wetland shrub stands on this parcel are used as winter habitat by ptarmigan. However, these habitats appear suitable and are similar to other willow stands in the Snake and upper Blue River drainages that are used by ptarmigan (Braun et al. 1976).

Threatened, Endangered, and Candidate Species

This parcel is not known to be occupied or important to any Federal or State threatened, endangered, or candidate species. As discussed above for the Ski Tip Parcel, the distribution of the boreal toad, a federal candidate species, overlaps the project area (Hammerson 1982) and the beaver ponds/ wetlands habitats on this parcel appear suitable as breeding habitat. Although the July 21, 1992 survey through these habitats specifically looked for evidence of this toad, the negative results of this brief survey could not rule out the species' presence.

Other "T&E" species whose distributions overlap the project area, such as bald eagles and peregrine falcons, have no particular affinities to habitats on this parcel.

Snake River Wildlife Movement Corridor

The Snake River Valley bottom functions as an upstream-downstream movement corridor for a wide variety of wildlife. This corridor is presently "pinched" by development in places along the valley. However, on this parcel the corridor is quite viable and as broad as it gets in the valley. Maintaining the wetland habitats along the river in this parcel would not only preserve the corridor function of this area, but would also maximize the amount of wildlife use, visible to the public, in the heart of this resort.

North-South Wildlife Movement Corridor

Not only are the wetlands to the north and south of the highway on this parcel some of the most valuable wildlife habitats in the valley, but they are also contiguous with large tracts of undisturbed National Forest. Although briefly interrupted by Highway 6, this parcel now serves as a wildlife movement corridor through and into the heart of the Keystone base area. If wildlife are considered an amenity to a development, this is an ideal situation. It is anticipated that wildlife use of this corridor would become more important as development restricted or blocked other corridors through the valley.

Big Game Values

Although the portion of this parcel south of Highway 6 has little, if any, value to big game, other than as a future movement corridor, the south-facing habitats north of the highway are used spring through fall by mule deer and by elk during winter (although the general, CDOW WRIS mapping [Figure 3] does not show winter range extending onto the property). Black bear are also probably present, although no evidence of their use was located during field surveys. Elk primarily use this parcel for its winter cover values, although the aspen and wetland meadows in the parcel's northwest corner are used for foraging. Winter elk pellets were located as far down on this parcel as Highway 6, although no evidence of elk presence was located south of the highway.

Mountain House Neighborhood

With the exception of big game winter range values, the Mountain House Neighborhood has the same wildlife values and issues as the Mountain House Neighborhood. The broad wetlands flanking the Snake River support high wildlife diversity, it may support boreal toads, a Federal candidate species, it functions as a wildlife movement corridor up and down the river, and it is important habitat as part of a north-south movement corridor across the valley connecting large, adjacent tracts of USFS land.

Old Keystone Neighborhood

Snake River Riparian/ Movement Corridor

Four related wildlife issues are associated with the Old Keystone Parcel: (1) protecting the riparian corridor along the Snake River and adjacent habitats for use as an upstream-downstream movement corridor, (2) providing for a north-south movement corridor through the parcel, (3) big game winter range values, and (4) nongame values.

As discussed under the Ski Tip, Tenderfoot, and Mountain House Parcels, rivers, such as the Snake, function as corridors for a wide variety of wildlife to move up and down valley. These movements can be (1) regular, such as spring and fall migration, (2) local, such the daily hunting movements of a fox or coyote within its home range, and/ or (3) irregular, such as dispersing juveniles (e.g., beavers) or adults colonizing or recolonizing unoccupied habitat. These movements can also be important over the long-term for genetic interchange between populations. While maintaining viable corridors is of more pragmatic concern for terrestrial species, the movements of birds and bats are also facilitated if preferred habitats are continuous in these corridors. Corridor blockage can result in large areas of isolated, otherwise suitable habitat being vacant of particular species. However, the most important reason for defining and protecting viable movement corridors, particularly in developing areas, is that with corridors,

wildlife, particularly species such as elk that can habituate to close human proximity, and can access a number of smaller, fragmented habitats that would otherwise be abandoned resulting in the local absence of a species.

The width of viable corridors varies with the species using them and their tolerance of adjacent human disturbances. Elk require the broadest corridors of any local species, but even these vary in suburban settings from approximately 700 feet in dense conifer forest to well over 1000 feet in more open habitats. In contrast, some birds, such as dippers (*Cinclus mexicanus*), may routinely negotiate stream course "bottlenecks" through urban developments that are only several yards wide. In the Old Keystone Parcel, approximately 200 hundred feet of existing, native vegetation or open habitat along the Snake River would provide an adequate corridor for most species that might use it. Golf is a compatible use in this corridor. This corridor would also protect riparian/wetland, water quality, and open space/ aesthetic values. Existing development on and adjacent to this parcel, already encroaches within this recommended corridor width. Furthermore, whatever wildlife movement corridor is designed up the Snake River will be largely blocked by existing development in the heart of Keystone Resort. Nevertheless, such a buffer zone on each side of the river on the Old Keystone Parcel would enhance wildlife aesthetics on that parcel by allowing wildlife to move upriver, at least through the parcel.

North-South Wildlife Movement Corridor

Another major wildlife issue associated with the Old Keystone Parcel is its seasonal elk use and the extent to which elk and other wildlife may move north and south through the parcel to cross US Highway 6. To understand this use, a summary of how elk have used this area in the past is necessary. The account below was largely provided by Mr. Alex Chappell (CDOW, pers. comm.). A broader overview of elk use in the entire Data Analysis Unit (DAU [E-15]) is provided in Appendix 3.

As in many areas of Colorado, market hunting and unregulated hunting extirpated the elk population from the Keystone area in the late 1890's. Elk began recolonizing the Snake and upper Blue River Valleys in the 1950's via movements from the north, up the Blue River.

Approximately 30 years ago, when local ski areas were still small, before I-70 had been constructed, before there was much traffic on US Highway 6, and before Dillon Reservoir had been filled, elk numbers were just starting to expand, habitat use was widespread, and there were few restrictions to seasonal movements. With the filling of Dillon Reservoir in 1964, a large percentage of some of the best big game winter range in the valley was permanently lost and a major barrier to down-valley deer migration was created. Construction of I-70 and the opening of the first bore of the Eisenhower Tunnel in the late 1960's further exacerbated north-south elk and deer movements. However, traffic

volumes, tourism, and recreational activity were still extremely light relative to current levels.

The Soda Creek elk herd, one of several former herds in the Valley, used to winter on the south-facing slopes of Tenderfoot Mountain and summer, among other areas, at upper elevations on the south side of US Highway 6. ("Herd", as used herein, simply refers to a group of elk typically associated with a particular geographic area at a particular time of year. Animal numbers and distributions, however, are dynamic and we now recognize that these "herds" are not discrete, as there is considerable interchange between various groups (or "herds".) In the late 1960's-early 1970's, when this herd numbered at least 40-45 animals, short, seasonal movements occurred between ranges across Highway 6 through, and in the vicinity of, what is now the Old Keystone Neighborhood. However, these crossings occurred (1) when Keystone and Arapahoe Basin Ski Areas were still small, winter (i.e., one-season) resorts, (2) when traffic volumes on Highway 6 had actually decreased from their formerly light levels with the opening of I-70, and (3) at a time of year (spring and fall) when ski area (and, therefore, most) traffic was virtually absent.

The US Forest Service (USFS) and CDOW attempted to protect this corridor through provisions in the USFS Snake River Management Plan. That plan has been superseded by the current USFS plan.

However, approximately 15 years ago, a number of developments occurred that greatly increased recreational use in Summit County and altered seasonal habitat utilization of the expanding elk herd. Summit County ski areas, including Keystone, expanded and oriented development efforts towards four-season resorts. Partly to facilitate access to west-slope recreational resorts, the second bore of the Eisenhower tunnel was completed and Highway 6 over Loveland Pass was renovated. With greater recreational demand and easier access, vehicular use of Summit County transportation corridors greatly increased. At this point, a relatively large number of elk were killed attempting to cross Highway 6 in the vicinity of the Old Keystone Parcel and elk soon began avoiding the crossing.

What resulted was the fragmentation of the Soda Creek elk herd and the subsequent expansion of individual herd fragments into the herds or groups of animals that are recognized today. A portion of the former herd remained north of Highway 6 and continues to winter on Tenderfoot Mountain - the Straight Creek herd. The portion of the Soda Creek herd south of Highway 6, perhaps because of lack of winter range, perhaps because of herd expansion, or a combination of the two, split into three groups, the Prospector Campground group (minimum number 35-45 elk), the Keystone Ranch Golf Course group (minimum number around 80 elk), and the Muggins Gulch group (which have numbered up to 100+ elk in some years, due to an influx of South Park elk wintering in the area). The Ophir Mountain herd is another group of local elk,

numbering around 50-60 animals, that frequently cross Highway 9 north of Breckenridge.

Vehicle volumes on Highway 6 have continued to increase. Despite the expansion of the elk herds, that members of the Keystone Golf Course herd will winter up to Highway 6, and although members of the Straight Creek herd will graze down to Highway 6 during winter, there is now little crossing of the highway, although it does occur. Mr. Alex Chappell (CDOW, pers. comm.) has indicated that most elk crossings occurs at and beyond the west end of the Old Keystone Parcel (Figure 3).

Examining the local US Highway 6 corridor, the Old Keystone Parcel, and the relatively undeveloped lands north across Highway 6, this crossing is one of two points (the other being through the Mountain House and Lakeside Neighborhoods) between I-70 and the Montezuma Road (5.1 miles) that a terrestrial animal has an opportunity to cross from one large habitat block to the next. This will be the last available opportunity to provide for a corridor just east of Dillon Reservoir that would benefit the entire wildlife community by linking two large habitat blocks. Wildlife may be killed attempting to cross at this point, but it is the only opportunity they will have and the alternative habitat fragmentation and insularization would be biologically worse.

The existing cover and topography on the Old Keystone Neighborhood could provide one broad or several narrower corridors through the property to undeveloped, or lightly developed, lands to the south. A viable corridor would be 700-1,000 feet wide, since these are optimal dimensions for non-habituated elk. The proposed plan provides two corridors of 1,160' and 400', which are adequate to accommodate elk movement. The elk that would use the property as a movement corridor would only do so rarely and Keystone elk have habituated to human developments to where they routinely move between homes (e.g., on Keystone Ranch). Although the broader the corridor the better, several narrower corridors would be functional as long as they were continuous and oriented through native vegetation for most of their length. From a potential wildlife-highway mortality perspective, one or more corridors lined up along the west side of the parcel (and with the highway crossing illustrated in Figure 3) would provide a "good to excellent" crossing point along the Keystone Ranch Road and a "fair to good" crossing point on US Highway 6.

Elk Winter Range

Most of the Old Keystone Parcel is used to varying degrees as elk winter range, consisting of foraging and bedding areas, and the corridors between these and adjacent wintering areas. Elk foraging is focused on more open habitats where the herbaceous and shrubby understories are better developed. Bedding is oriented toward the denser conifer stands. The eastern one-half of the parcel is mapped as severe elk winter range and critical habitat (Figure 3) and because of

these elk values, the County considers this same portion of the property to be in a High Impact Potential area (Figure 5; however, given the distribution of habitats on the property and the actual location of the highway crossing, I suspect that any "critical habitat" or "high impact potential" designation should be more in line with the highway crossing). Whatever development occurs on this parcel will result in the loss of habitat and some winter range values. Developing a viable movement corridor through the site, that would also contain a combination of these foraging and bedding habitats, would minimize impacts and at least permit future elk access to adjacent undisturbed winter ranges.

Nongame

Although habitats on this parcel are not in pristine condition and while the lodgepole pine community dominating the parcel typically supports the lowest diversity of wildlife of any local habitat, it is a large, mostly undeveloped parcel that has a fair, current value as general wildlife habitat and a large potential for enhancement and management efforts (e.g., ponds with wetlands and riparian communities adjacent to the river) to increase wildlife use. The relatively dense lodgepole stand west of Keystone Science School would provide the best continuous corridor to facilitate north-south nongame movements into and through the parcel.

Ski Tip Neighborhood

There are three significant wildlife issues associate with the Ski-Tip Neighborhood: (1) protecting and buffering the wetlands and potential ptarmigan wintering habitat/ biodiversity values near the mouth of Jones Creek, (2) protecting the upstream-downstream wildlife movement corridor along the Snake River, and (3) protecting and buffering the narrow riparian corridor along Jones Creek.

Jones Creek Wetlands

The wildlife values of the Jones Creek wetlands, as they relate to potential ptarmigan wintering habitat and nongame wildlife, have been addressed above. As discussed, this area, and riparian habitats that extend from the Snake River up Jones Creek should be protected and buffered from any proposed development. Although the County only requires a 25 foot setback from creeks and wetlands, broader setbacks at the detailed site plan approval stage should be considered more effective and enhanced wildlife use is justified.

Snake River Riparian Habitat and Movement Corridor

The high wildlife values of the Snake River riparian corridor and its function as a movement corridor have been discussed in sections above. In this neighborhood and in River Run Village, the terrestrial portion of this corridor should seek to incorporate as much mature spruce-fir habitat on the south side of the river as possible, in as continuous of stands as possible, to facilitate marten (*Martes americana*) movements and habitat use. Marten, a USFS sensitive species, reach their highest densities in mature, riparian spruce-fir stands.

River Run Village

The wildlife issues associated with the River Run Village are the same as those for the Ski-Tip Neighborhood, with the exception of ptarmigan. Setbacks from wetlands should be maximized. There is currently a lodge which hangs over a portion of the Snake River.

Mountain House Neighborhood

Major wildlife considerations in the highly developed Mountain House Neighborhood are limited to protecting and buffering the Snake River wetlands from development and localizing recreational use of that habitat, as discussed previously.

Lakeside Neighborhood

With the exception of proposed multi-family and employee lodging on the Lakeside Parcel, hotel development at the Conference Center, development of the Cultural Campus, and some minor redevelopment, the Lakeside Neighborhood is presently at full build-out. Wildlife issues for this neighborhood, which have been previously discussed in detail, include protection and adequate setbacks from wetlands and the Snake River riparian/movement corridor, and keeping employee housing as low as possible on south-facing slopes south of Highway 6 to minimize loss of minor winter range and transitional elk values.

Wintergreen Neighborhood

There are three principal wildlife considerations associated with the Wintergreen Neighborhood: (1) elk winter range, and (2) big game/ wildlife movements.

Elk Winter Range

The south-facing sagebrush meadows and herbaceous understories of aspen stands, and some of the more open lodgepole stands adjacent to the site, provide high quality foraging areas during winter. Denser lodgepole stands provide favorable thermal cover. These habitats along the toe slope of the mountain probably support shallower snow depths than other areas. Winter range availability north of US Highway 6 is not presently limiting the low number of elk in the area, although winter range is the most spatially limited of all local seasonal big game habitats. The loss of winter range values on this parcel would not be significant to the Straight Creek band of elk or to the upper Blue River elk herd, however, it would be one additional, incremental loss of habitat. Considering the distribution of habitat types and adjacent developments, the most important local winter range habitats are those west of Frey Gulch.

Wildlife Movements

The Summit County Wildlife Habitat Overlay District Map (Figure 5) identified this neighborhood as overlapping an area with high impact potential to wildlife. This area is considered severe elk winter range and critical elk habitat. With respect to a north south wildlife corridor, this parcel would not line up well with undeveloped areas in the Old Keystone Neighborhood that might be preserved as part of a movement corridor.

Old Keystone Neighborhood

The Old Keystone Neighborhood and the Old Keystone Parcel are synonymous. See the discussion of the latter parcel for associated wildlife issues.

The Ranch Neighborhood

Important wildlife issues at The Ranch Neighborhood include maximizing winter range availability, dog control, minimizing wildlife damage to landscaping and the golf course, and maintaining big game movements through the neighborhood. While development of this neighborhood has been approved and no additional development is proposed, the compatibility of single family residential and big game use can be profoundly influenced by a stray dog problem. Dog harassment of big game and other wildlife is a problem in this general area. However, stray dogs on The Ranch invariably originate from subdivisions off-site to the northwest. The combination of limited year-round residents at The Ranch and Keystone's dog covenants and their enforcement almost eliminate on-site origination of stray dogs. The relatively low density and configuration of housing and the seasonal occupancy of The Ranch currently minimizes restriction of local and migratory movements through the development. Elk damage to the golf course is undesirable, but at a tolerable level to golf course personnel. This situation could change as local winter ranges

are inevitably developed and/ or as the elk population expands. Wildlife damage to residential landscaping could be reduced through education.

RECOMMENDATIONS TO MINIMIZE WILDLIFE CONFLICTS WITH CONCEPTUAL PLANNED UNIT DEVELOPMENT OF THE KEYSTONE RESORT PROPERTIES

The recommendations below are conceptual in nature to reflect the enhanced Keystone Master Plan being considered. Additional detail will be required in subsequent stages of the County review process. This section would then be refined with results of additional data collection and ongoing interaction with the CDOW, County, and the public. Recommendations are differentiated by subsection into those that would apply to all properties under consideration and to those applicable to individual parcels.

General Recommendations

Site Planning

1. The concept of clustering homes, residential housing pods, or other developments is based on the premise that while, for example, a house's physical footprint results in the loss of habitat, a much larger area of surrounding habitat (within the house's zone of disturbance) is degraded, resulting in less wildlife use. Clustering homes creates an overlapping of these zones of influence, resulting in the loss of less habitat and the availability of larger areas of viable habitat between housing clusters. Clustering development pods with those on adjacent developments, further concentrates development and maximizes available, adjacent, wildlife habitat and open space.
2. To the extent possible, utilize existing access corridors into parcels, expanding them if necessary, to minimize alteration of native habitat. Graded slopes and hills should not be so steep as to restrict big game or other wildlife movements. Vegetative clearing along roads should be minimized to what is required to establish horizontal and vertical sight-distances. Vehicle speeds on interior development roads should be 30 mph or less, and enforced. Shoulders or landscaped areas adjacent to all roads except Highway 6 could be revegetated with vegetation palatable to big game.
3. Throughout the development, site facilities to avoid or minimize wetland impacts. Roads proposed to cross wetlands, or other valuable wildlife habitats, should be located to minimize direct and adjacent disturbances. Such roads should also be designed to maintain hydrologic flows to wetlands below the road. It should also be recognized that beavers will

block culverts under roads and that maintaining open culverts will be an ongoing maintenance consideration at certain times of year.

4. There should be a buffer zone of undisturbed, native vegetation maintained along the shoreline of the Snake River to intercept erosion and runoff from residential, urban, or golf course developments. A similar setback between development and intermittent or perennial streams is also recommended to enhance water quality. Vegetation within this buffer zone, as specified below, should be left intact.
5. Home site selection should help insure that development follows a design minimizing environmental impacts and facilitating continued wildlife use. Delineate, in any PUD, small clustered development with large areas of common open space. Homeowners are more inclined to adhere to covenants and seasonal use restrictions on common open space than on their own land.
6. There should be no internal fences along individual lot lines in any subdivision or neighborhood. Fencing approval on individual lots should be under the purview of an Architectural Review Committee knowledgeable about how fencing can restrict wildlife movements.
7. There should be no pasturing of horses on individual lots to minimize habitat losses. Vegetative resources on these trade parcels are insufficient to support horses in small areas. Even if horses are fed, their activity within the corral, and the fencing of the corral, would respectively result in habitat degradation and the possible restriction of wildlife movements. Horses should be boarded at one central facility, such as the existing Keystone Stables.
8. Careful wildlife consideration should be given to developing any new recreational (hiking, mountain bike, nordic skiing, equestrian, etc.) trails leading from any parcels or neighborhoods onto adjacent National Forest. The Dillon Ranger District should be contacted to approve any new trails or increased or changed use of previously approved trails. Seasonal activity restrictions may be required on the Forest to protect wildlife values.

Development Operations/ Habitation

1. Native vegetative cover within nondeveloped areas of parcels should be retained, except where manipulation is required to reduce wildfire potential or as part of a valid wildlife habitat enhancement program. The objective of this measure is to minimize the amount of natural habitat loss, maintain existing vegetation buffering visual and acoustic disturbances from sensitive adjacent habitats, and maintaining movement

corridors and water quality. Landscaping within these parcels, including that of private residents, should favor the use of native species.

2. Keystone recognizes that free-ranging dogs and other pets frequently constitute a menace to local wildlife and are one of the worst scourges of wildlife in Summit County. When specific development is proposed through the County review process for any of these trade parcels, specific pet restrictions will be formulated with CDOW consultation.
3. Black bears are active on and adjacent to the Keystone base area from spring (April) through fall (November). There are existing problems with bears, garbage, and people in the Summit County area and some bears have shown signs of habituation and aggression towards residents. An educational "Living with Wildlife" brochure, which addresses bear issues, has been developed by Keystone and will be distributed to the Resort's residents.
4. Mountain lions may be seasonally present in the vicinity of Keystone, and may be most common from spring through fall when relatively large numbers of deer and elk (prey species) are migrating, fawning/ calving, and summering in adjacent habitats. In other areas of Colorado, where subdivisions have encroached upon mountain lion habitat containing high concentrations of prey species, encounters between lions, humans, and their pets and livestock have increased. As described herein, for pets and bears, additional specific measures will be developed and committed to by Keystone at the time specific development is proposed for a parcel. The CDOW would be an integral part of what additional measures may be developed.

Resident Education/ Homeowner's Guide

A valuable tool that is effective in further reducing wildlife impacts is the development of a homeowner's guide that educates homeowners about how to live with wildlife, what wildlife impacts are, and ways of minimizing impacts. Homeowners moving to the Keystone Valley will do so partially because of the natural setting and the wildlife it contains. Many homeowners will be unfamiliar with the wildlife of Colorado and the responsibility that goes with living in this setting. Homeowners generally don't want to disturb, harass, or impact wildlife, but they often unwittingly do. A draft "Living with Wildlife" homeowner's guide (Thompson and Canton 1993a) and a condensed version for guests of Keystone (Thompson and Canton 1993b) has been developed with review by the CDOW. The brochure will be distributed beginning this year.

Educational Opportunities/ Community Service

The riparian/ wetlands/ wildlife enhancement that could be conducted along the Snake River would provide an ideal setting for nature classes from Keystone Science School and the CDOW's Riverwatch Program, to monitoring the response of wildlife groups (e.g., birds) to improved riparian habitats, etc. These types of educational projects could be initiated in the proposed wetland park or in any of the neighborhoods addressed herein.

Resource Agency Consultation

Continue working with the CDOW, County, and the public to resolve wildlife issues associated with the project.

In addition to the general recommendations discussed above, the following additional measures should be considered to avoid, minimize, and mitigate impacts to wildlife and their habitats on the parcels, neighborhoods, and village.

SKI TIP PARCEL

1. Although less than 0.5 acres of the Jones Creek wetland overlaps the Ski Tip Parcel, any development of this parcel should avoid this wetland to conserve its high biodiversity values, potential ptarmigan winter habitat, potential boreal toad habitat, wetlands, and water quality. An adjacent buffer zone should also be established around the outer riparian-wetlands boundary and all vegetation left intact within this zone. The width of buffer zones can vary depending upon site specific sensitivities and development practices that could preserve water quality and protect wildlife.
2. Any trails beginning on or running through the parcel should connect with existing trails and avoid the adjacent Jones Creek wetland.
3. Development on this and adjacent parcels should be clustered and configured to maintain a broad wildlife movement corridor along the river.
4. The Snake River crossing should consider minimizing wetland impacts, mitigating those that occur, and minimizing water quality deterioration. Bridge design (i.e., span-type bridges are preferable to culverts) should consider wildlife movements, as discussed above.

MOUNTAIN HOUSE PARCEL

1. The Snake River, the unnamed tributary flowing through this parcel north of the highway, the extensive wetlands on-site, and an adjacent buffer zone should be protected to conserve the high biodiversity values, the potential boreal toad habitat, wetlands (under COE jurisdiction), and water quality. An appropriate buffer zone should be established around the outer riparian-wetlands boundary and all vegetation left intact within this zone.
2. Extending a buffer zone up to several hundred feet on the west side of the willow carr, north of Highway 6, would provide a broad movement corridor for all wildlife to use crossing the valley. While the willow carr *per se*, which would be legally difficult to develop, provides an ideal corridor for birds and semi-aquatic wildlife, an adjacent, complementary upland corridor is also necessary for those terrestrial species unable to negotiate a series of beaver ponds. A viable, north-south wildlife movement corridor through this parcel would consist of a continuous block of undisturbed habitat through the existing wetlands and an adjacent 200 foot wide upland management zone, extending west of the wetlands boundary. This corridor would also connect National Forest lands on each side of the valley. Any bottleneck in the terrestrial corridor on the west side of the wetlands should be no less than 100 feet wide.
3. The lodgepole pine habitat on this parcel is the least valuable major wildlife habitat type present. Wildlife impacts would be minimized if this habitat was given a higher priority for development.
4. The willow/ bog birch wetland meadows and surrounding aspen forest in the northwest portion of this parcel that is north of Highway 6 is also important wildlife habitat that development should avoid. Preservation of this area would also provide a buffer zone between any lower development and more important elk winter ranges to the north.

LAKESIDE PARCEL

In addition to the general recommendations discussed above, the following additional measures should be considered to protect the wildlife resource on the Lakeside Parcel.

1. The existing wetlands along the Snake River and an appropriate buffer zone should be preserved to protect the high intrinsic values associated with this habitat.

2. Any development on the terrace towards the west end of this parcel should be confined to the top of the terrace to protect riparian habitats below, to provide a viable wildlife movement corridor along the river, and to protect water quality.

OLD KEYSTONE PARCEL

In addition to the general recommendations discussed above, the following additional measures should be considered to protect the wildlife resource on the Old Keystone Parcel.

1. Restrict development and alteration of habitat from an appropriate zone on each side of the Snake River through this parcel. This zone would not only protect wetland, riparian, and water quality values, but also function as a wildlife movement corridor up and down the river. A conceptual corridor 200 feet wide and centered on the river would be adequate, although, realistically, it could meander, depending on topography, the buffering effects of vegetation, and other constraints/ opportunities, including existing development within this corridor.
2. Establish one or more north-south wildlife movement corridor(s) through the parcel of adequate width for elk to negotiate during full buildout. The two presently proposed corridors, with minimum widths at 400 and 1,160 feet should be adequate for present and future wildlife movements. Establishment and protection of corridors would also protect some of the additional big game winter range and nongame values associated with this parcel.
3. Developers should recognize that, like the Keystone Ranch course, a golf course located on elk winter range will result in damage to the course and to adjacent landscaping. If a course is proposed, a number of measures can be implemented to minimize this damage, however, some damage will still occur. The CDOW will not be held liable for game damage to any such golf course. Loss of elk winter range values could be mitigated via habitat enhancement. Vegetative manipulation could also be implemented to enhance mule deer, which are frequently displaced by the larger elk when development reduces habitat availability.
4. Individual or cumulative elk winter range losses could be mitigated via habitat enhancement on adjacent private or public lands.

SKI-TIP NEIGHBORHOOD

1. Jones Creek, its peripheral riparian and wetlands community, and an adjacent buffer zone should be protected to conserve the high biodiversity values, potential ptarmigan winter habitat, potential boreal toad habitat, wetlands, and water quality. A broad buffer zone should be established around the outer riparian-wetlands boundary and all vegetation left intact within this zone. It is likely that if ptarmigan winter in this area, even the establishment of a broad (≥ 100 foot) buffer zone would be inadequate to insulate this area from the high level of human disturbance that could occur in the surrounding area.
2. If residential development is proposed for this area, pets should be restricted to minimize wildlife mortality.
3. Developments within this neighborhood should be clustered and configured to maintain a broad wildlife movement corridor along the river.
4. The Snake River crossing should consider minimizing wetland impacts, mitigating those that occur, and minimizing water quality deterioration. Bridge design (i.e., span-type bridges are preferable to culverts) should consider wildlife movements, as discussed above.

RIVER RUN VILLAGE

1. Measures listed above for protecting and minimizing impacts to the Snake River riparian corridor, providing setbacks from wetlands, maximizing the width the Snake River movement corridor, and clustering development should be considered in this neighborhood.
2. Minimize disturbances to mature spruce-fir stands which provide more valuable marten habitat.

MOUNTAIN HOUSE NEIGHBORHOOD

1. Protect and buffer wetlands along the Snake River, as discussed above.

LAKESIDE NEIGHBORHOOD

1. Consider recommendations above for the Mountain House and Lakeside Parcels where they apply to habitats within the Lakeside Neighborhood.

WINTERGREEN NEIGHBORHOOD

In addition to the general recommendations discussed above, the following additional measures should be considered to minimize wildlife impacts in the Wintergreen Neighborhood.

1. Development should be clustered as low on the parcel as possible to minimize impacts. A limited amount of development would be best located on the eastern end of the parcel, adjacent to the existing dormitories and within their zone of influence.
2. Impacts to winter big game habitat would be best avoided by following the above recommendations and by restricting development as low on the parcel as possible. Impacts to winter range could be mitigated via enhancement of adjacent habitats.

OLD KEYSTONE NEIGHBORHOOD

The Old Keystone Neighborhood and the Old Keystone Parcel are synonymous. See the discussion wildlife issues associated with this neighborhood.

THE RANCH NEIGHBORHOOD

1. Continue enforcing Keystone dog covenants to minimize stray dogs harassing wildlife in the neighborhood.
2. Distribute the "Living with Wildlife" guide to educate homeowners about resolving resident-wildlife conflicts.

CONCLUSIONS

Wildlife are an important component of the Keystone Valley and are of high public interest. A central goal of the Keystone Resort Master Plan and PUD was to harmoniously integrate the Resort and each of its constituent neighborhoods into the wildlife community in such a way that would allow important ecological processes and habitat utilization patterns to continue in perpetuity.

To accomplish this, existing and future wildlife values and habitats were identified throughout the resort and surrounding area. The project biologist then worked with project planners and resort personnel to avoid and minimize development in critical and more important wildlife habitats. During conceptual site planning, a host of recommendations were developed to further minimize construction and habitation impacts to the wildlife community, including the development of educational materials for homeowners and guests. Where appropriate for the conceptual phase of the PUD, all of the

recommendations provided in this report have been considered and incorporated into the present development proposal.

As a result of Keystone's commitment to preserving the function of the wildlife community and their consideration of important wildlife habitats and ecological values at the onset of the planning process, all wildlife use that now occurs in the Keystone Valley should continue in perpetuity. Development will result in a net loss of wildlife habitat. However, development has been oriented toward less important habitats occupied by common and widespread wildlife species in exchange for preserving critical and valuable habitats.

LITERATURE CITED

- Braun, C.E., R.W. Hoffman, and G.E. Rogers. 1976. Wintering areas and winter ecology of white-tailed ptarmigan in Colorado. Spec. Rept. No. 38. Colorado Division of Wildlife. Denver. 38 pp.
- Hammerson, G.A. 1982. Amphibians and reptiles in Colorado. Colorado Division of Wildlife. Denver. 131 pp.
- Thompson, R.W. 1992. Wildlife assessment of Keystone trade parcel rezoning, Summit County, Colorado. Western Ecosystems, Inc. 54 pp.
- Thompson, R.W. and S.P. Canton. 1993a. Living with wildlife: a guide for prospective residents, homeowners, and guests of Keystone Resort. Western Ecosystems, Inc. 63 pp.
- Thompson, R.W. and S.P. Canton. 1993b. Living with wildlife: a brochure for guests of Keystone Resort. Western Ecosystems, Inc. 17 pp.

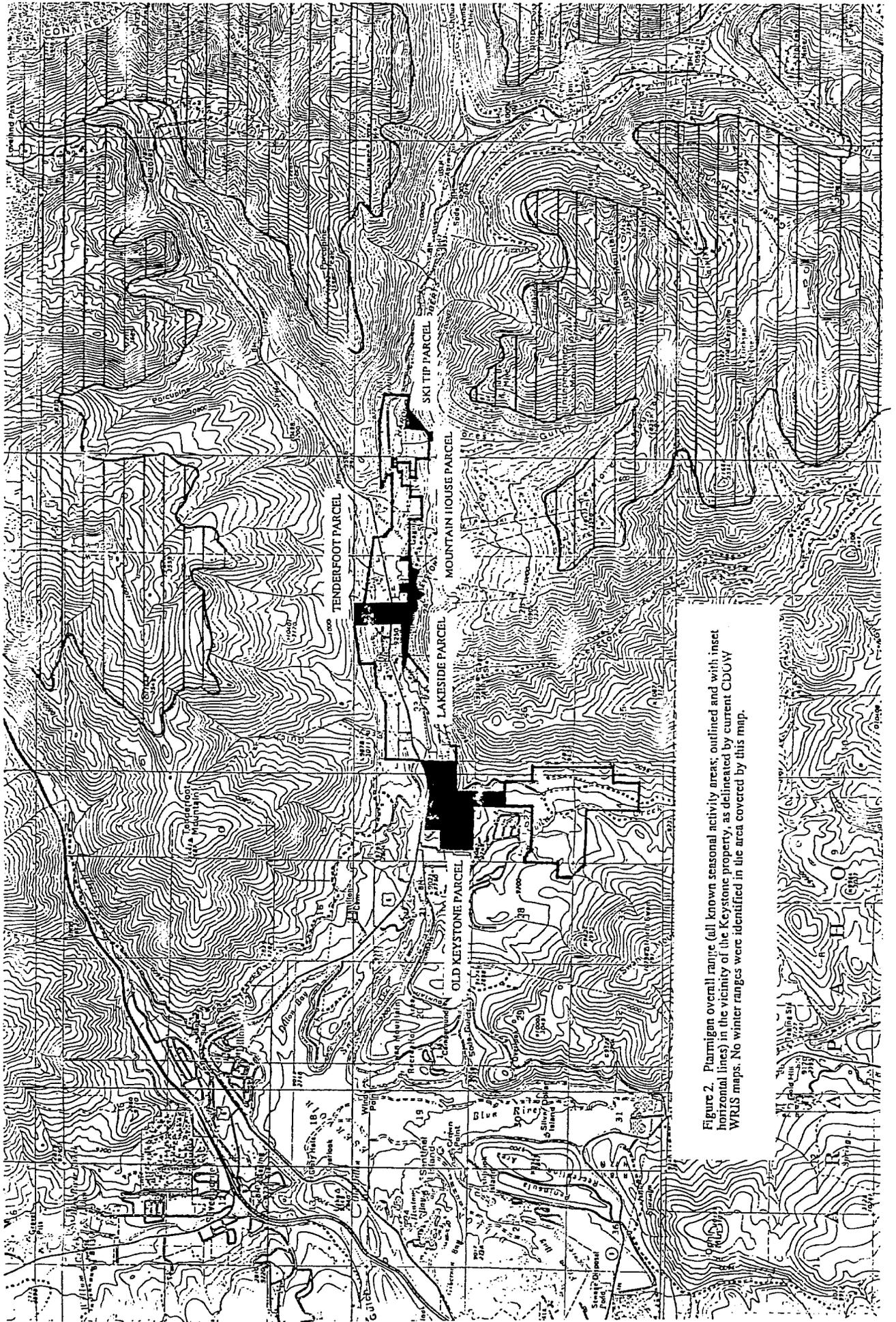


Figure 2. Plannigan overall range (all known seasonal activity areas; outlined and with inset horizontal lines) in the vicinity of the Keystone property, as delineated by current CDOW WPLS maps. No winter ranges were identified in the area covered by this map.

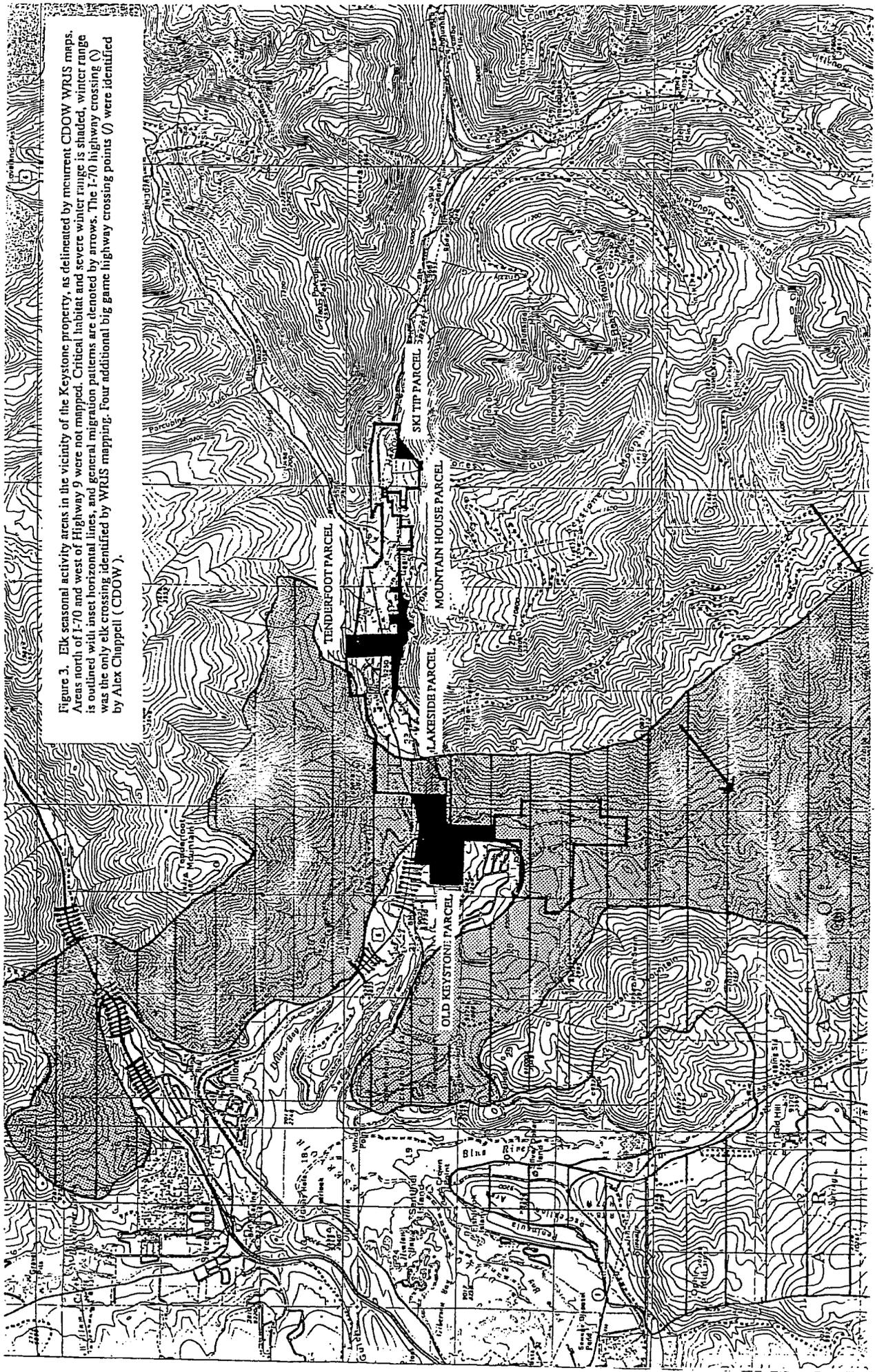


Figure 3. Elk seasonal activity areas in the vicinity of the Keystone property, as delineated by mountaintop CDOW WRIS maps. Areas north of I-70 and west of Highway 9 were not mapped. Critical habitat and severe winter range is shaded, winter range is outlined with inset horizontal lines, and general migration patterns are denoted by arrows. The I-70 highway crossing (O) was the only elk crossing identified by WRIS mapping. Four additional big game highway crossing points (O) were identified by Alex Chappell (CDOW).

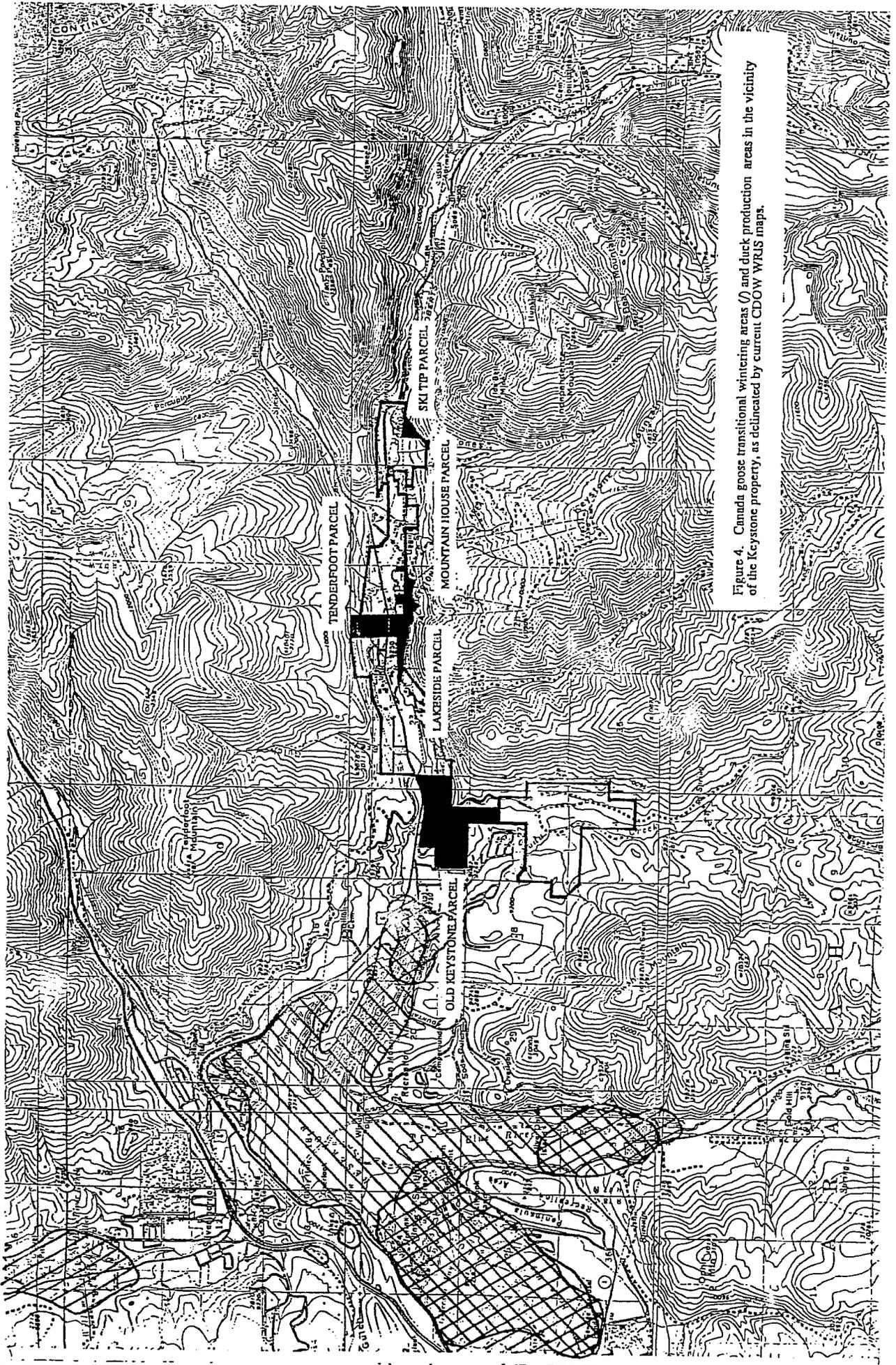


Figure 4. Canada goose transitional winnicing areas (hatched) and duck production areas in the vicinity of the Keystone property, as delineated by current CDOW WRIS maps.

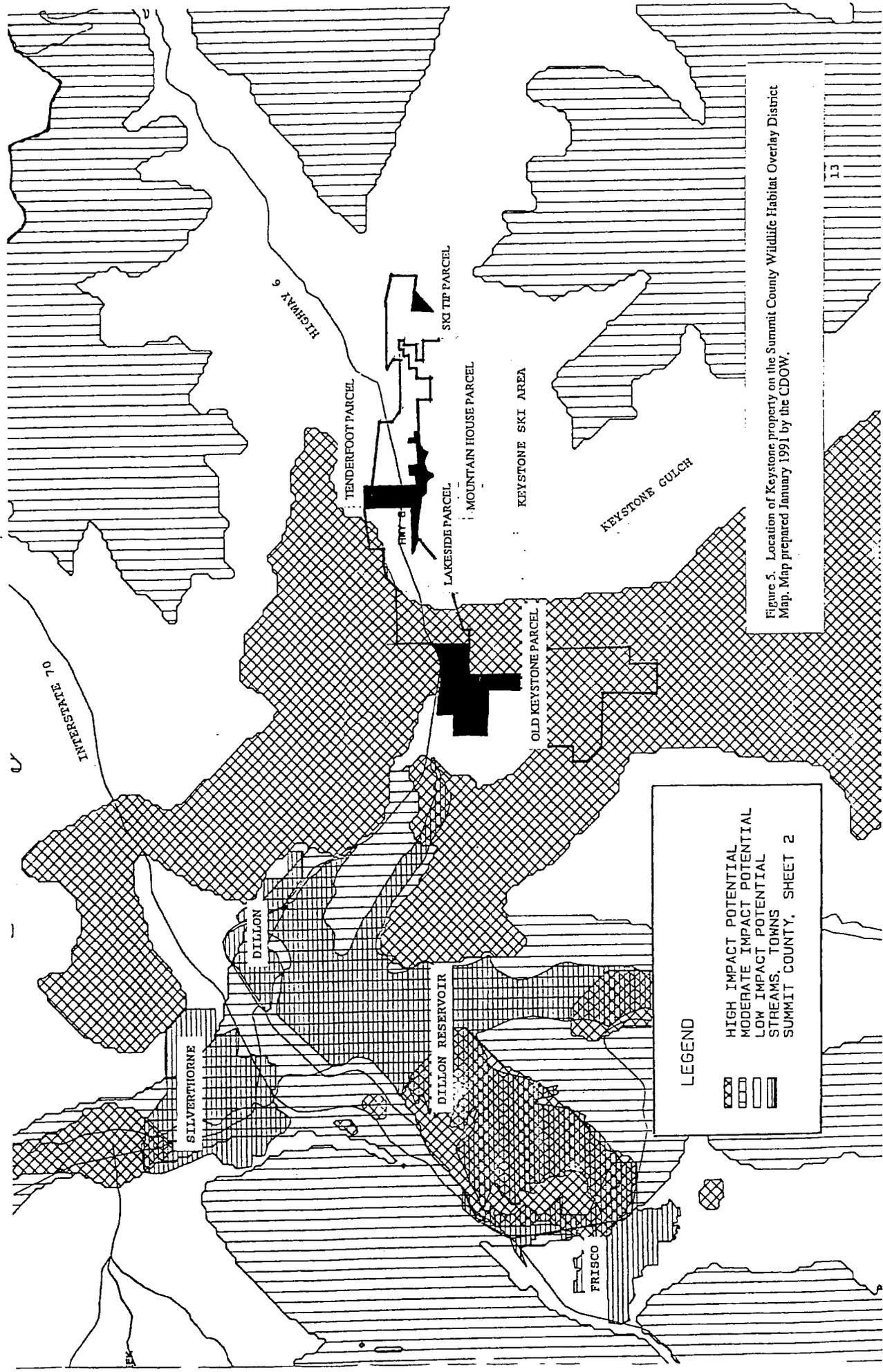


Figure 5. Location of Keystone property on the Summit County Wildlife Habitat Overlay District Map. Map prepared January 1991 by the CDOW.

LEGEND

-  HIGH IMPACT POTENTIAL
-  MODERATE IMPACT POTENTIAL
-  LOW IMPACT POTENTIAL
-  STREAMS, TOWNS
-  SUMMIT COUNTY, SHEET 2

APPENDICES

APPENDIX 1

CDOW response to a request for WRIS mapping covering the Keystone Valley.

STATE OF COLORADO
Roy Romer, Governor
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE

AN EQUAL OPPORTUNITY EMPLOYER

Perry D. Olson, Director
6060 Broadway
Denver, Colorado 80216
Telephone: (303) 297-1192

REFER TO



*For Wildlife—
For People*

711 Independent Ave.
Grand Junction, CO 81505

August 12, 1992

Mr. Rick Thompson
Western Ecosystems, Inc.
905 West Coach Rd.
Boulder, Colo. 80302

Dear Mr. Thompson;

Enclosed are elk, Canada goose, duck, and ptarmigan Wildlife Resource Information System (WRIS) mylar overlays for Summit County 1:50,000 map sheet #2 as per your request. Also included are definitions of mapped features, disclaimers, and scenarios that need to be referenced when using the overlays. We do not currently map summer/transitional ranges for mule deer and there are no mapped winter activity areas for mule deer on Summit Co. Sheet 2.

Enclosed is a bill for this information. Feel free to contact me if you have questions regarding the overlays.

Sincerely,

Pamela M. Schnurr
Wildlife Biologist

xc: Bill Clark
Alex Chappell
File

DEPARTMENT OF NATURAL RESOURCES, Kenneth Salazar, Executive Director

WILDLIFE COMMISSION, William R. Hegberg, Member • Eldon W. Cooper, Chairman • Felix Chavez, Member • Rebecca L. Frank, Member

Louis F. Swift, Member • George VanDenBerg, Member • Larry M. Wright, Member • Thomas M. Eve, Member

APPENDIX 2

Definitions of mapped ptarmigan seasonal activity areas in the Keystone Valley.

APPENDIX A
WRIS
WHITE-TAILED PTARMIGAN SEASONAL ACTIVITY AREAS

- Overall Range: An area encompassing all known seasonal activity areas of the white-tailed ptarmigan.
- Female Winter Range: Generally from late October to late May, weather permitting. Willow dominated drainage basins at or above tree line. Willow dominated stream courses below tree line. Between 2348 and 3810 m elevation where soft snow also accumulates.
- Male Winter Range: Same as that for females, but at higher elevations and generally close to krummholz and breeding territories.
- Summer Range: Generally from early July to late October, weather permitting. Arctic alpine tundra, usually above 3353 m. Characterized by receding snow edges, feelfields, rocky meadows.
- Nesting Habitat: Generally near tree line, in krummholz, above krummholz. Nest cover includes dwarf spruce, willow shrubs, juniper, rock or no cover.
- Brood Habitat: Essentially overlaps summer range. Short vegetation, at least 50% rock cover. Rocks at least 15 cm diameter.
- Critical Habitat: A designation which may be applied to any area mapped for white-tailed ptarmigan, thus indicating that loss of the area would adversely affect the population in question. Mapping an activity area does not automatically classify that area as critical.

APPENDIX 3

Definitions of mapped elk seasonal activity areas in the Keystone Valley and a summary of elk use in DAU E-13.

APPENDIX A
WRIS
ELK SEASONAL ACTIVITY AREAS

Winter Range	That part of the home range of a species where 90 percent of the individuals are located during a site-specific period of winter during the average five winters out of ten (this period is defined by CDOW personnel for each DAU).
Winter Concentration Areas	That part of the winter range of a species where densities are 200% greater than the surrounding winter range density during the same period used to define winter range in the average five winters out of ten.
Severe Winter Range	That part of the range of a species where 90 percent of the individuals are located when the annual snowpack is at its maximum in the two worst winters out of ten.
Highway Crossings	An area within the home range of a species defined by more than six highway mortalities per mile of highway or railroad per year.
Migration Corridors	A specific mappable site through which large numbers of animals migrate and loss of which would change migration routes.
Migration Patterns	A subjective indication of the general direction of the fall movements of migratory ungulate herds.
Production Areas:	That part of the home range of a species occupied by the females during a specific period of spring. This period is May 15 to June 15 for elk (only known areas are mapped and this does not include all production areas for the DAU).

Resident Population Areas

Areas with distinct populations of a species that fulfill all biological functions within the area identified. Individuals could be found in any part of the area at any time of the year.

Summer Range

That part of the home range of a species that is not considered winter range, including what has traditionally been known as spring and fall transitional ranges.

Summer Concentration Areas

Those areas where elk concentrate from mid-June through mid-August. High quality forage, security, and lack of disturbance are characteristics of these areas to meet the high energy demands of lactation, calf rearing, antler growth, and general preparation for the rigors of fall and winter.

Critical Habitat

A designation which may be applied to any activity area mapped for a species, thus indicating that within a given DAU, loss of that activity area would adversely affect that species. Mapping any activity area does not arbitrarily classify that feature as "critical".

Disclaimer

Care should be taken in interpreting these maps. The activity areas portrayed here are graphic representations of phenomena that are difficult to reduce to two dimensions. Animal distribution is fluid, animal populations are dynamic, and either may vary considerably from what is shown here. Tabular and narrative information accompanies these maps and should be considered.

APPENDIX B
WRIS SCENARIO OUTLINE
ELK
DATA ANALYSIS UNIT (DAU)
GAME MANAGEMENT UNITS (GMU)

I. DAU DESCRIPTION

- A. General location in relation to the state.
- B. Boundary Description
- C. Total Square Miles
- D. Description of physical relationship of GMU
- E. Geographic Characteristics; and prominent features, if any.
- F. Unique geographic features that may influence the species.
- G. Land ownership patterns and % of total area, if available.
- H. Vegetative Types.

II. Broad Overview of Biological Features.

- A. Total square miles of winter range, severe winter range, production areas, and winter concentration areas.
- B. Reference ONEPOP for population estimates, also reference the harvest data that is available by GMU
- C. Describe any biological features unique to the elk herd.
- D. General patterns of movement; describe summer ranges and movement onto the winter range.

III. Specific Biological Features

- A. Decision of fieldmen for winter range dates, winter concentration densities, and resident population densities.
- B. Designation of critical habitats and general location of the DAU
 - 1. Square miles of critical habitat.
 - 2. Why were they designated as critical habitats?
What feature makes them important to the species?
- C. Any other comments generated by fieldmen or staff regarding the habitat (eg: concerns over future development in a specific area).

WILDLIFE RESOURCE INFORMATION SYSTEM SCENARIO-DRAFT

ELK

August, 1992

DATA ANALYSIS UNIT E-13

GAME MANAGEMENT UNITS 37,371, AND 28

Data Analysis Unit (DAU) E-13 is located in the southeast portion of northwest Colorado and is commonly referred to as the Williams Fork DAU. E-13 is bounded on the north by the Colorado River, Granby Reservoir, and Arapaho Creek, on the east by the Continental Divide, on the south by the Summit County line, on the west by the Eagle River-Tenmile Creek Divide to Vail Pass, and by the Gore Range Divide to Inspiration Point. DAU E-13 contains 1,362 square miles.

DAU E-13 is part of the Middle Park mountain basin. High and rugged mountainous terrain borders the DAU, including the Continental Divide on the east and south and the Gore Range on the west. The Williams Fork Mountains divide the unit on an east-west line. The Williams Fork watershed lies to the east of the mountains, while the Blue River drainage lies to the west. Many of the peaks along the Continental Divide are over 13,000 feet, the highest being Gray's Peak at 14,270 feet on the southeastern DAU E-13 boundary. Lower elevations are found in the north part of the DAU; the lowest point being on the Colorado River in the extreme northwest corner at approximately 7,300 feet. The rough mountainous terrain influences elk by forcing them to migrate down to the lower elevations of the Blue and Williams Fork River drainages. Three large reservoirs exist in the DAU: Dillon, Green Mountain, and Williams Fork reservoirs. Dillon, Frisco, Breckenridge,

Kremmling, and Hot Sulphur Springs are communities in the DAU.

Climate in DAU E-13 is characteristic of Colorado mountainous areas. High elevations receive substantial amounts of precipitation; approximately 38 inches per year at 12,000 feet. Lower elevations receive much less precipitation; only 10 inches per year in Hot Sulphur Springs on the north border of the DAU. Most of the precipitation falls as snow. Summers are relatively short and mild.

Land ownership in the DAU is approximately 70 percent public. Arapaho National Forest controls most of the public lands and includes south and east portions of E-13. The Bureau of Land Management and State of Colorado control remaining public lands. Private lands are located in lower elevations along the Blue River and in the north portion of DAU E13.

Vegetation types range from alpine zones in the higher elevations to sagebrush shrublands in the lower valleys. Coniferous forests of lodgepole pine and Englemann spruce-subalpine fir occupy most aspects between the sagebrush dominated valley and timberline, with aspen stands interspersed. Predominant vegetative types in the valley include big sagebrush, rabbitbrush, aspen pockets, and willow/cottonwood in riparian areas.

DAU E-13 contains 338 square miles of winter range, 106 square miles of severe winter range, 72 square miles of winter concentration areas, 16 square miles of resident population areas, 51 square miles of known production areas, and 50 square miles of summer concentration areas. Population estimates are made by the CDOW using a computer model called POP-II. Harvest data is available by GMU. Both the POP II model results and harvest data can be obtained at the northwest

regional office of the Colorado Division of Wildlife (CDOW) in Grand Junction.

DAU E-13 has a high bull to cow ratio, approximately 20 bulls:100 cows post hunt. Rugged mountainous terrain reduces hunter accessibility in E-13, resulting in a lower success rate during hunting seasons.

Seasonal elk migrations are elevational. Elk in GMU 37 and the north half of GMU 371 tend to move from the high mountain regions in the south to regions in the north along the Blue River drainage. Some exchange of elk occurs between GMU 37 and GMU 36 (in DAU E-12) near the top of the Trough Road (County Road 1). Elk also move between GMU 37 and GMU 500 across the Continental Divide in the southeast corner of DAU E-13. Most of the elk that summer south of I-70 in GMU 371 winter in the Dowd Junction area of GMU 45 (DAU E-16).

Elk concentrate in large numbers in the upper Williams Fork area during summer in open meadow/alpine country that is rare in this unit. This area is also less impacted by summer users, such as backpackers, than are other summer areas. Elk also concentrate during summer in the Union Mountain, Copper Mountain, and Jaque Ridge vicinity near Copper Mountain Ski Area.

Winter range dates for DAU E-13 were defined by CDOW personnel to be from December 15 to May 15. Elk numbers have increased in the south end of E-13 resulting in an expansion of winter range. Winter concentration areas were defined as being 200 percent or greater than surrounding winter range densities. There are 106 square miles of habitat designated as critical in DAU E-13. All severe winter range areas are critical habitat. Average winters in the central Rocky Mountain region of Colorado are long and cold. Elk are forced during severe winters into the

last available winter habitat area left to them, that of severe winter range. DAU E-13 elk survival would be in jeopardy without these small severe winter range areas.

District Wildlife Managers in DAU E-13 consider free movement between seasonal ranges as being important to elk survival, but because none of these areas are actual migration corridors they can not be designated as being critical habitat.

Summit County is experiencing tremendous growth and development. Proposed developments include water projects, housing developments, and ski area expansions. Increased backcountry recreational activity such as snowmobiling, mountain biking, cross-country skiing, and off road vehicle use may impact habitat usage by elk. Cumulative affects from these projects and activities as well as their associated developments could adversely affect the DAU E-13 elk herd and its management by the CDOW.

APPENDIX 4

Definitions of mapped Canada goose seasonal activity areas in the Keystone Valley and a summary of Canada goose use of the Colorado River Basin.

APPENDIX 5

Purpose and description of the Summit County Wildlife Habitat Overlay District, from Chapter 4, Pages 21-24 of the Summit County Development Code.

APPENDIX A

WRIS

CANADA GOOSE SEASONAL ACTIVITY AREAS

Wintering Areas:	Habitat used by Canada geese from November 1 to time of early spring migrations occurring in mid to late February. Includes winter loafing/resting and feeding areas.
Transitional Wintering Areas	Areas used by some Canada geese prior to departure to wintering areas, generally from November 1 to January 1. These areas ice over in late December and January forcing geese to move to traditional ice free wintering areas.
Winter Concentration Areas	That portion of a wintering area where geese rest; generally an extensive area of open water such as a large reservoir, that is relatively free from human disturbance.
Feeding Areas	Portion of the wintering area where geese move to feed, such as agricultural fields or reservoir shorelines.
Production Areas	A unit of water or part of a drainage used by nesting and brooding Canada geese. Includes feeding and loafing areas such as pastures adjacent to rivers or marshes.

APPENDIX B
WRIS SCENARIO OUTLINE
(DATE)
CANADA GOOSE
(RIVER SYSTEM)

- I. River System Description
 - A. General location in relation to the state.
 - B. River system description.
 - D. Unique geographic features that may influence the species.
 - E. Land ownership patterns and % of total area, if available.
 - F. Vegetation Types.

- II. General Overview of Seasonal Activity Areas
 - A. Total square miles of wintering areas, transitional wintering areas, winter concentration areas, feeding areas, brood concentration areas, production areas, and molting sites.
 - B. Description of biological habitats unique to this population.
 - C. Description of seasonal movements and activity areas.
 - D. Description of habitats or features unique to the flock.

- III. Specific Activity Areas
 - A. Dates of flock movement patterns to specific activity areas.
 - B. Description of critical habitats and regional locations.
 - 1. Square miles of critical habitat.
 - 2. Justification of critical habitat designation.
 - C. Comments by fieldmen or staff regarding the habitat.
 - B. Any other comments generated by fieldmen or staff regarding the habitat (eg: concerns over future development in a specific area).

Brood Concentration
Areas

Brood areas, within Production Areas,
where geese traditionally congregate
in high numbers.

Molting Sites:

Areas of water used primarily by
non-breeding birds, that cannot
positively be assigned as originating
from specific nesting areas, during
molt.

Critical Habitat

A designation which may be applied to
any seasonal activity area mapped for
a species, thus indicating that within
a given area loss of that activity
area would adversely affect that
species. Mapping any seasonal
activity area does not arbitrarily
classify that feature as "critical".

VERS: 082587

APPENDIX C
 WRIS
 CANADA GOOSE MAP KEY

Example: CGCO.WA.85 is decoded as:

CG	CO	WA	85
Species	River	Activity	Year
	System	Area	Mapped

Periods are merely space holders.

ACTIVITY AREAS

Wintering Area	WA
Transitional Wintering Areas	TWA
Winter Concentration Areas	WC
Feeding Areas	FA
Production Areas	PA
Brood Concentration Areas	BC
Molting Sites	MS
Critical Habitat	CH
Canada Goose	CG
Colorado River System	CO
Yampa/Green River System	YA
White River System	WH

WILDLIFE RESOURCE INFORMATION SYSTEM SCENARIO-DRAFT

CANADA GOOSE

August 19, 1987

COLORADO RIVER, COLORADO

The Colorado River basin is located in the central portion of western Colorado. The Colorado River originates at Grand Lake, just west of the Continental Divide and flows through many broad valleys and narrow canyons such as Gore Canyon, Glenwood Canyon, and DeBeque Canyon. The Eagle River joins the Colorado at Dotsero, the Roaring Fork joins at Glenwood Springs, and the Gunnison meets the Colorado at Grand Junction. Tributary rivers of the Colorado which support Canada goose populations and are covered by this scenario include the Eagle, Roaring Fork, Crystal, Fryingpan, Gunnison, and the Blue.

Many changes in the topography of the Colorado River drainage influences the distribution of Canada geese populations. The many steep and relatively narrow canyons that interrupt the leisurely flow of the river thru wide valleys limit the available habitat for geese.

Canada geese are primarily found in wetland areas. Most wetlands in northwest Colorado occur as river bottoms, resulting in goose populations being closely associated with riverine systems. Geese utilize lakes and reservoirs at lower elevations as resting habitat throughout winter. River bottoms along the Colorado River system are primarily privately owned. Agriculture as well as sites for towns and cities are primary uses of private lands found along the rivers.

The Colorado River system contains 277 square miles of wintering areas, 7 square miles of winter concentration areas, 28 square miles of transitional winter areas, 187 square miles of feeding areas, 10 square miles of brood concentration areas, 70 square miles of production areas, and 1 square mile of molting sites. Harvest records and annual census count data are available and can be accessed at the Colorado Division of Wildlife (CDOW) regional office in Grand Junction.

There is a distinction between Canada geese that are produced in northwest Colorado and those that migrate to this area to winter. Winter immigrants from other states number from 6,000 to 7,000 and arrive on wintering areas in the Grand Valley from mid to late November. Resident geese number 700 to 1000 birds and generally arrive on wintering areas a bit earlier.

Canada geese in this drainage tend to move down river to winter. Important areas for wintering geese include the Colorado River from Silt to Debeque and from Horsethief Canyon to the Utah border, the Gunnison River from Delta to Grand Junction, and Highline Lake, Walker Wildlife Area, and many agricultural fields near Grand Junction, Fruita, Loma, and Mack. Geese found on the Roaring Fork River are utilizing the production areas also during winter. A few transitional wintering areas have been mapped in Grand and Summit counties. These include Dillon Reservoir, Shadow Mountain Reservoir, Williams Fork Reservoir, and Grand Lake. Birds tend to concentrate in these reservoirs until ice-on occurs, after which time they migrate to lower wintering areas on the Colorado River.

The Colorado Division of Wildlife (CDOW) has been trapping geese at major brood concentration areas near Silt in recent years

and have been transplanting these geese throughout western Colorado. Many populations have become well established due to these efforts. Transplants that have occurred within the Colorado River system include the Roaring Fork River, Radium, Shadow Mountain Reservoir, Kremmling, Marble, and areas near Kremmling.

Only one molting site has been observed in northwest Colorado and is located at Spring Creek Reservoir near Basalt.

Important brood concentration areas for the west slope goose population occur between Parachute and New Castle on the Colorado River. Lush pastures in close proximity to good wetland habitat attracts geese with broods to these sites.

Critical habitat on the Colorado River system includes brood concentration and winter concentration areas. The Ranch of the Roaring Fork is particularly important for the Roaring Fork River flock both as winter habitat and a brood rearing area. The most important winter concentration areas are Walker Wildlife Area, Highline Lake, and Horsethief and Ruby Canyons. Availability of these protected winter resting sites has enabled the northwest Colorado Canada goose population to winter in the Grand Valley. Islands and sandbars with low vegetation and good visibility within the mapped production areas are also critical habitat but have not been mapped in the WRIS system. These areas are preferred and selected for by nesting geese. Low vegetation affords nesting birds with high visibility in all directions while islands provide some isolation and protection from predators.

Canada geese populations are increasing in western Colorado. However, the CDOW is concerned with the accelerated loss of available waterfowl breeding habitat due to drainage for agricultural uses and urban expansion.

APPENDIX 8.5

Purpose and description of the Summit County Wildlife Habitat Overlay District, from Chapter 4, Pages 21-24 of the Summit County Development Code.

SUMMIT COUNTY DEVELOPMENT CODE
CHAPTER 4: Zoning Regulations; Overlay Districts

- a. before the improvement or repair is started
 - b. if the structure has been damaged, and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:
 - (1) any project for improvement of a structure to comply with existing State or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions, or
 - (2) any alteration of a structure listed on the National Register of Historic Place or the Colorado State Inventory of Historic Places.
47. ~~Variance~~: A grant of relief from the requirements of these regulations which permits construction in a manner that would otherwise be prohibited by these regulations (4001 et seq.).
48. ~~Water surface elevation~~: The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

4200: WILDLIFE HABITAT OVERLAY DISTRICT

4201: Purpose and Intent

The Summit Board of County Commissioners finds there are areas in the county which serve as important habitat necessary to the continued survival of a wide variety of wildlife species. The presence of wildlife, both game and non-game, in Summit County is a significant natural resource providing both economic and recreational benefits to its residents and visitors.

The Board of County Commissioners recognizes that 72% of the land in Summit County is in public ownership, and that this land provides extensive habitat for wildlife. It also recognized that wildlife ranges extend onto private property. It is understood that private property owners are not obligated to furnish habitat for wildlife, and it is not the Board of County Commissioners intent to burden private property owners by reducing the development potential of their property solely for the benefit of wildlife. The Board of County Commissioners also recognizes developments can often be designed to minimize adverse impacts on wildlife and wildlife habitat without placing an unreasonable financial burden on affected landowners. The Board of County Commissioners encourages the design of development projects to accommodate both the objectives of the applicant and the protection of wildlife habitat.

The purpose and intent of the wildlife habitat overlay district is to establish a procedure for reviewing development proposals so consideration is given to the impact of the proposals on wildlife and wildlife habitat. Establishment of this district is intended to protect, to the extent practical, the habitat necessary to support certain wildlife species of concern to the County whether or not such species are present, thus preserving the potential for such species to inhabit the county.

It is not the intent of the Board of County Commissioners to use the impact of a development proposal on wildlife and wildlife habitat as the sole reason for denial of the proposal.

SUMMIT COUNTY DEVELOPMENT CODE
CHAPTER 4 Zoning Regulations: Overlay Districts

4202: Applicability

The provisions and regulations of this section (4200 et seq.) shall apply to all lands within the unincorporated area of Summit County where development has the potential for moderate or high impact on wildlife and wildlife habitat, as identified by the official map for the wildlife habitat overlay district.

4203: Official Map

4203.01 Designation

The Board of County Commissioners hereby adopts the map of wildlife habitat impact zones prepared by the Colorado Division of Wildlife and dated October 15, 1979, as the basis for the boundaries of the wildlife habitat overlay district. This district comprises all areas where development has the potential for moderate or high impact on wildlife and wildlife habitat. (Background information on how the map was prepared is included in Appendix 4-1.)

4203.02 Availability

The Planning Director shall keep the official map of the wildlife habitat overlay district on file in the Planning Department and in the office of the County Clerk and Recorder, and the map shall be available for public inspection.

4204: Development Review Procedure

Whenever an application for a zone change or preliminary plat is filed, these development review procedures shall be followed:

4204.01 Consultation between Applicant and Division of Wildlife

The Planning Department shall encourage consultation between the applicant and the Wildlife Manager at the earliest point possible in the development review process, so consideration is given to wildlife concerns in how the development proposal is designed. The Planning Department shall advise a potential applicant to contact the Wildlife Manager for assistance prior to putting his proposal in final form and submitting for the County's review. When comments are received from the Division of Wildlife on submittals, the Planning Department shall forward these comments to the applicant and encourage discussion between the applicant and the Wildlife Manager to resolve any concerns.

4204.02 Referral to Colorado Division of Wildlife

The Planning Department shall refer any zone change or preliminary plat affecting property in the wildlife habitat overlay district to the District Wildlife Manager for Summit County. It is the responsibility of the Wildlife Manager to review the submittal, and to provide comments to the Planning Department. The purpose of this referral is to make use of the Division of Wildlife's expertise in identifying potential impacts, and in developing mitigation measures and project alternatives which will address concerns about wildlife habitat.

4204.03 Planning Commission Consideration

The Planning Department shall forward any comments received from the Division of Wildlife on an applicant's proposal as part of its staff report to the Planning Commission. The Planning Commission shall give consideration to the proposal's impact on wildlife and wildlife habitat and to possible mitigation

SUMMIT COUNTY DEVELOPMENT CODE
CHAPTER 4 Zoning Regulations: Overlay Districts

measures when reviewing the proposal and any alternatives developed by the Planning Department or the Division of Wildlife.

4204.04 Board of County Commissioners Consideration

The Planning Department shall forward any comments from the Division of Wildlife and any recommendations from the Planning Commission, with respect to wildlife or wildlife habitat, as part of its staff report on zone changes and preliminary plats. The Board of County Commissioners shall give consideration to the proposal's impact on wildlife and wildlife habitat and to possible mitigation measures when reviewing the proposal and any alternatives developed by the Planning Commission, Planning Department, or the Division of Wildlife. Particular attention shall be given to areas critical to the survival of a wildlife species.

Whenever practical, it is the intent of the Board of County Commissioners to approve zone changes and subdivisions having the least impact on wildlife and wildlife habitat. The impact of a development proposal on wildlife and wildlife habitat shall not be used as the sole reason for denial of the proposal.

4205: Effective Date of Wildlife Overlay District

The County's original wildlife policy was adopted by the Board of County Commissioners by Resolution No. 80-1 on January 7, 1980. To the extent provisions of this section (4200 et seq.) are the same in substance as the provisions of the original policy, the provisions of this section shall be considered as continuations thereof and not new enactments. Where the provisions of this section conflict with the earlier adopted policy, the provisions of this section shall supersede and replace the conflicting portions.

4206: Definitions

The following definitions are for the purpose of interpreting, administering, and implementing the County's wildlife habitat overlay district (Section 4200 et seq.)

1. **High Impact Potential Wildlife Habitat:** Critical seasonal habitat areas identified by the Colorado Division of Wildlife, pertinent to breeding, feeding, and escape activities of selected species of wildlife.
2. **Low Impact Potential Wildlife Habitat:** Overall habitat occupied by selected wildlife species where the range of the species is not restricted or the species is common enough that typical, localized land use changes would not have significant impact on the overall welfare of the population.
3. **Moderate Impact Potential Wildlife Habitat:** Significant habitat areas identified by the Colorado Division of Wildlife pertinent to the overall range for selected and restricted wildlife species.
4. **Wildlife Habitat:** The region or environment containing those elements necessary for the survival and health of a wildlife species, and consisting of principle feeding areas, winter range, summer range, shelter areas, concentration areas, production areas, movement corridors, buffer zones, areas providing essential minerals and water, and special habitat needs. Wildlife habitat includes the following:
 - a. **Buffer Zone:** Any area with no, or limited, human related disturbances created either on a seasonal or permanent basis to protect territory necessary to the survival of wildlife where the use of this territory by wildlife is dependent on freedom from human activity.
 - b. **Concentration Areas:** Areas where certain wildlife species congregate during certain times of the year. Examples of concentration areas include staging areas for waterfowl and deer; roosting areas for different bird species; colonies of species such as swallows and beaver.

SUMMIT COUNTY DEVELOPMENT CODE
CHAPTER 4: Zoning Regulations: Overlay Districts

- c. **Movement Corridors:** Routes used by wildlife to accomplish seasonal migrations, or to travel between nesting, resting, roosting, feeding, and watering areas. Concentrations of animals along such corridors increase the likelihood of conflict between wildlife and humans. Many of these corridors offer the only means for wildlife movements, or their use has become so traditional that disruption or interference could be disastrous for the species involved.
- d. **Principle Feeding Areas:** Areas containing the natural foods of a wildlife species of sufficient quantity, quality, and availability to sustain a normal population of the species.
- e. **Production Areas:** Areas necessary for prenuptial activities, breeding, bearing and rearing of young, e.g. spawning beds, nursery streams, and protected shoal areas for fish; permanent shallow water for amphibians; strutting, booming and dancing grounds, and calling perches, and nesting places for birds; breeding grounds, calving and fawning areas, den trees, and burrows.
- f. **Shelter Areas:** Physical or natural features in a wildlife species habitat which provide escape from enemies and adverse weather conditions. Examples include rough terrain for many species of wildlife, rocky bottoms and shorelines and aquatic vegetation in and adjacent to water for protection of fish, amphibians, and aquatic oriented species of terrestrial wildlife.
- g. **Shoreline Vegetation:** Plant life which grows along streams banks and the shorelines of ponds and lakes. Such vegetation controls water temperatures, provides food and shelter, and protects banks from excessive erosion which damages or destroys wildlife habitats.
- h. **Special Habitat Needs:** Habitat features which are essential to the survival of a particular wildlife species, such that destruction of these features could cause a species to perish.
- i. **Summer Ranges:** Areas used by wildlife species during the spring, summer, and fall months for foraging and especially for rearing of young.
- j. **Winter Ranges:** Areas used by wildlife species during the winter months for foraging and for shelter from severe weather conditions. Such areas are much more restricted than summer ranges, since areas having suitable conditions for survival of wildlife during winter are more limited than those capable of supporting wildlife in summer.

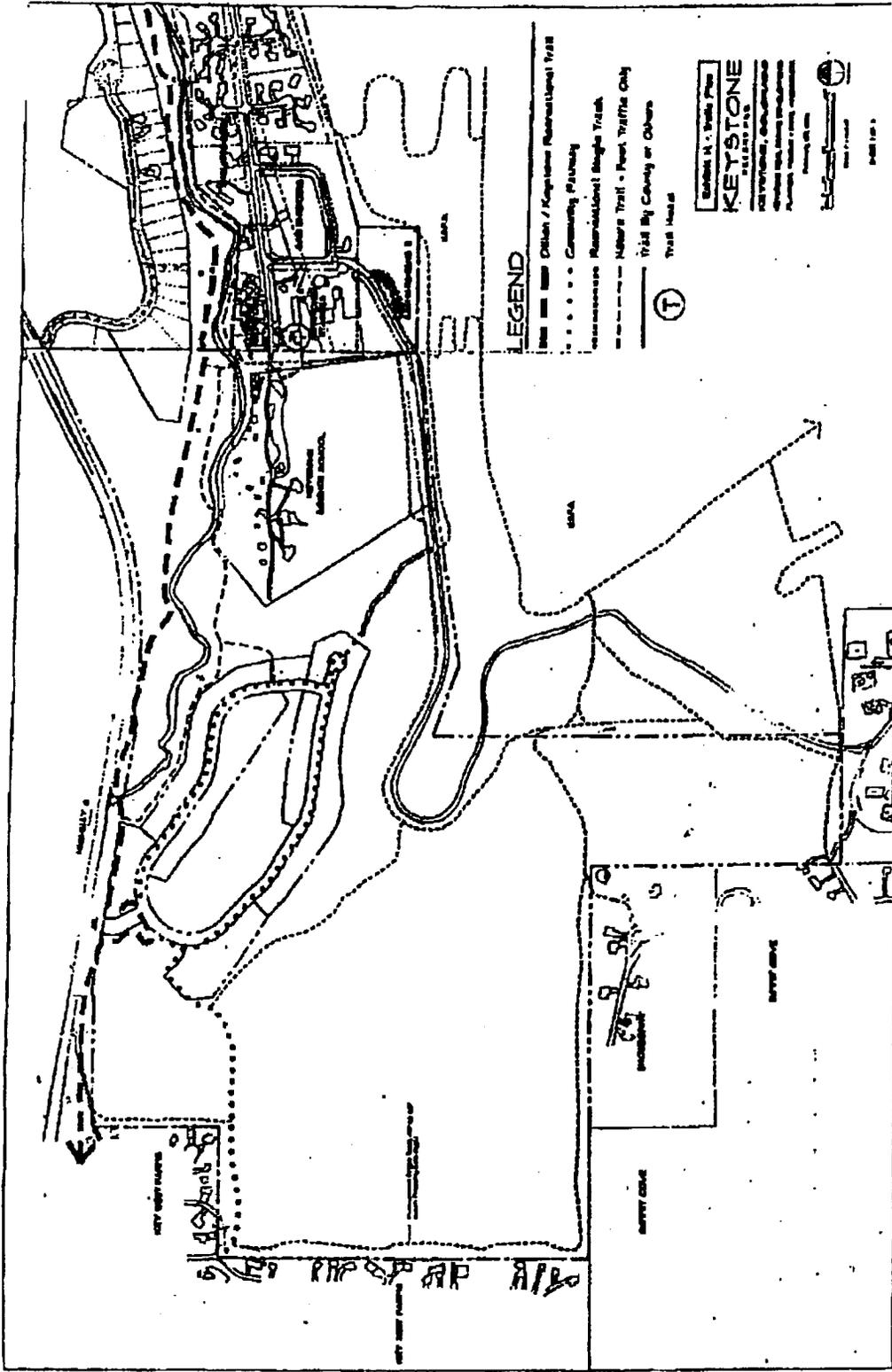
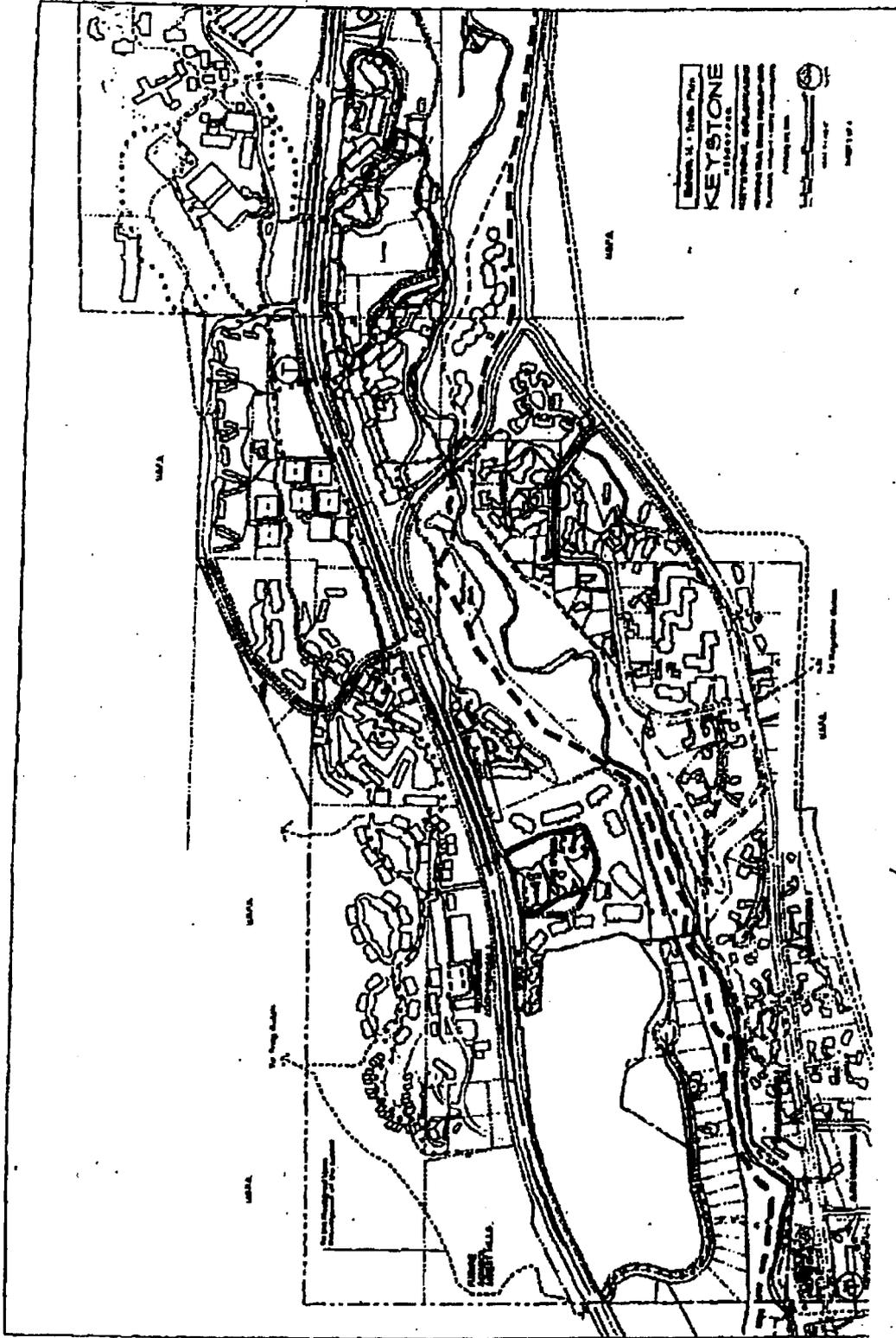


Exhibit H



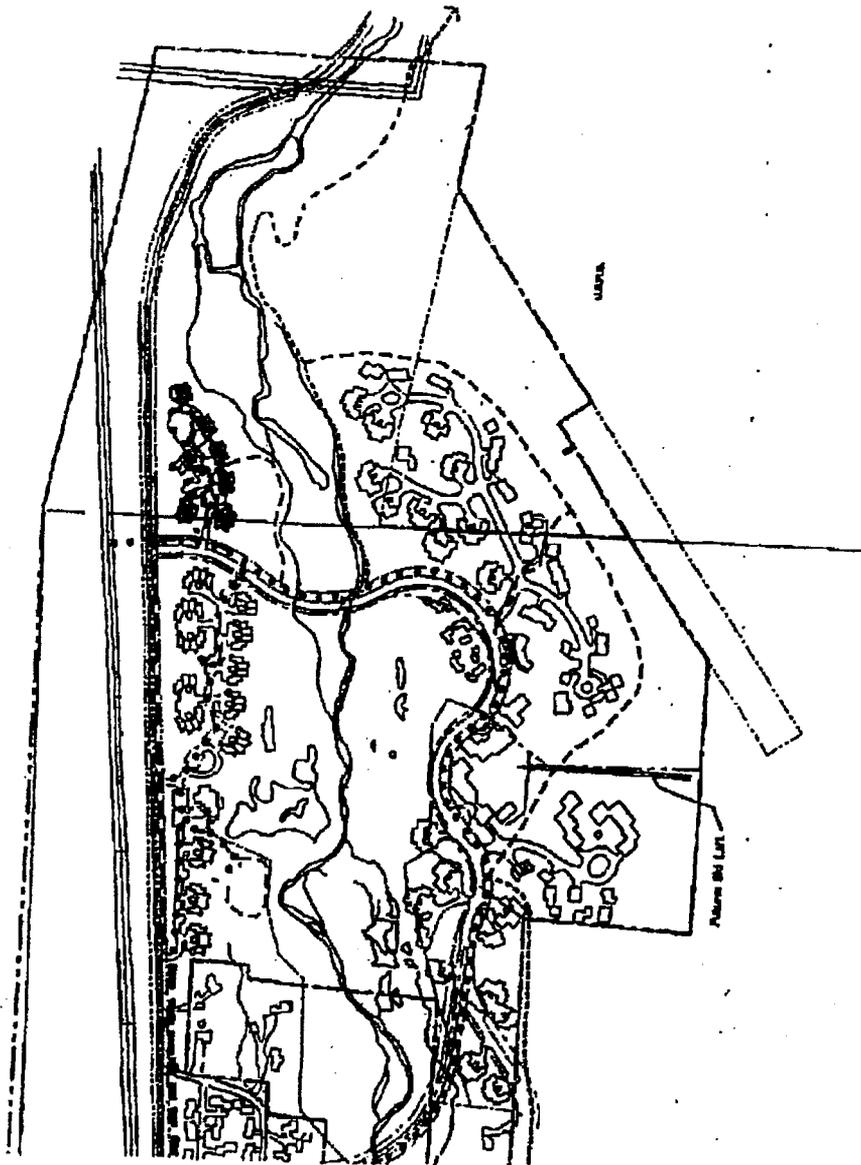


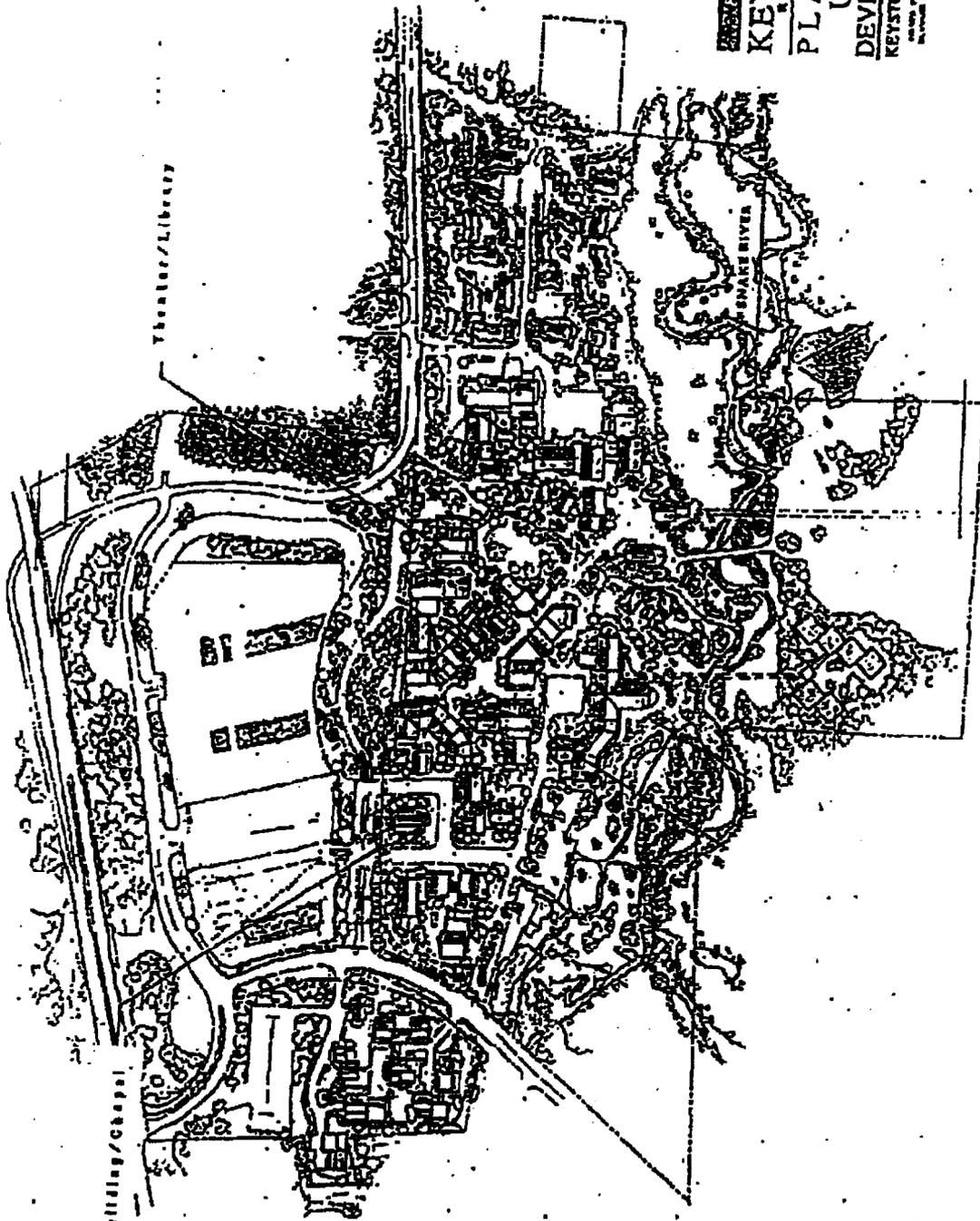
Exhibit 14 - Tracts Plan

KEYSTONE

RESORT, INC.
 KEYSTONE, COLORADO
 TRADING, REAL ESTATE DEVELOPMENT,
 PLANNING, ARCHITECTURE, ENGINEERING



SCALE 1" = 100'



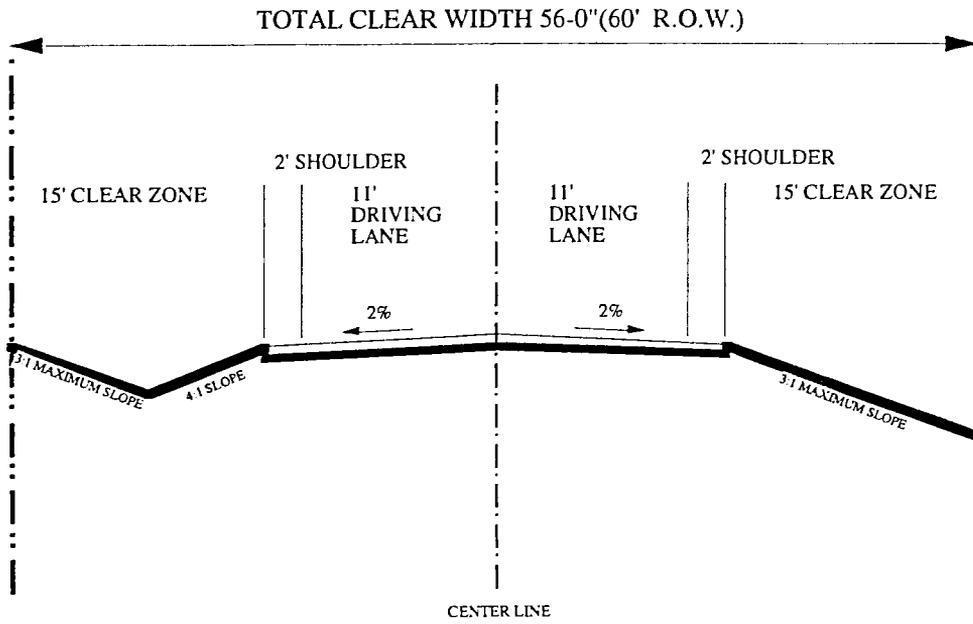
Community Building/Chapel

Theater/Library

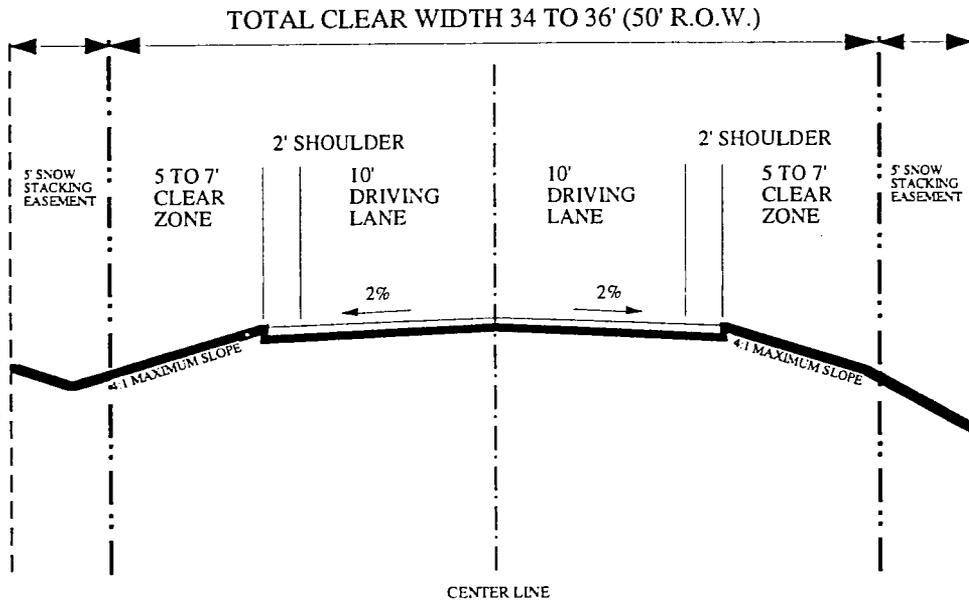
KEYSTONE
PLANNED
UNIT
DEVELOPMENT
KEYSTONE, COLORADO
1968

EXHIBIT 1

EXHIBIT J



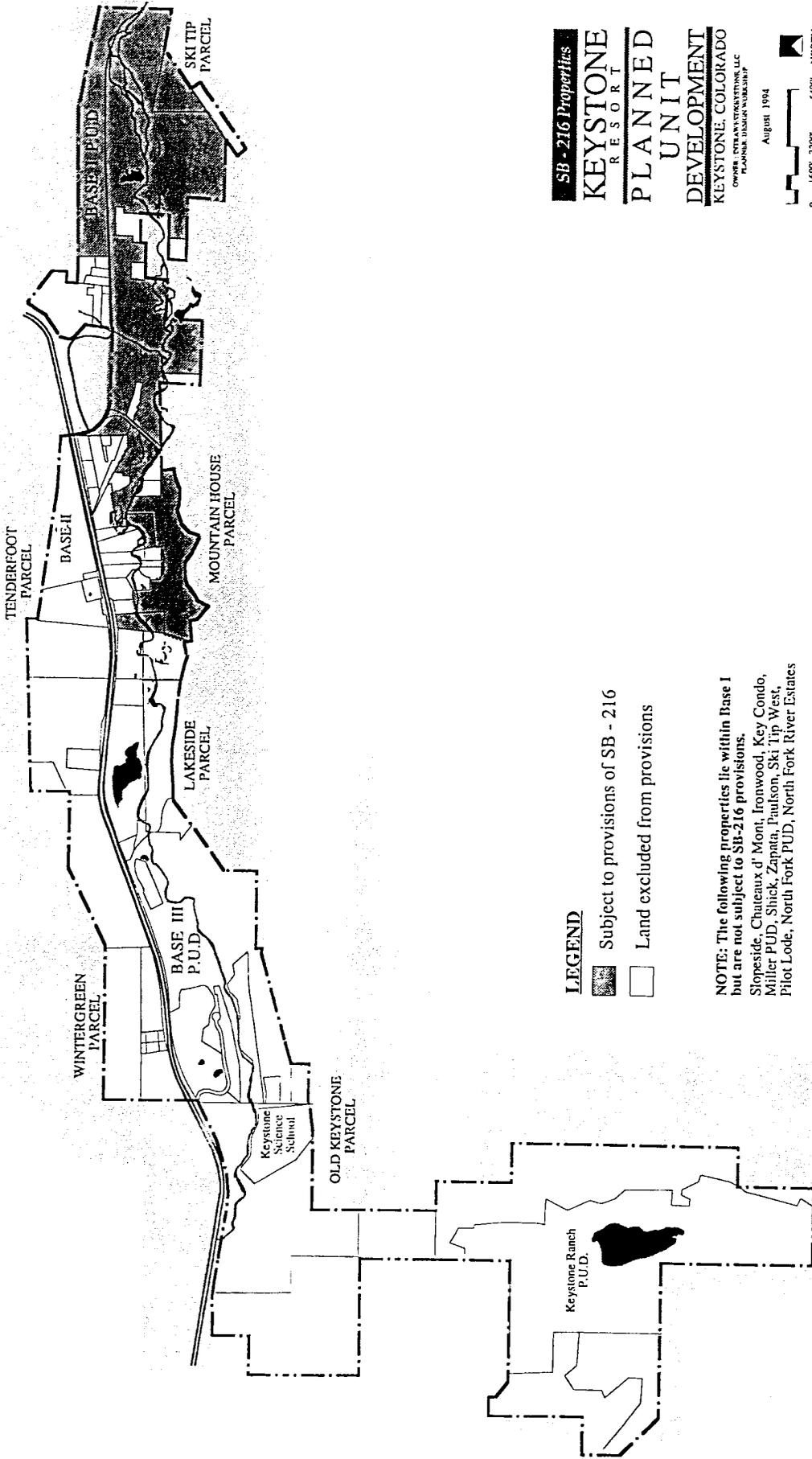
**Neighborhood Road
Existing Standard**
Typical Section



**Neighborhood Road
Proposed Standard**
Typical Section

STREET AND ROAD STANDARDS

EXHIBIT K



LEGEND

-  Subject to provisions of SB - 216
-  Land excluded from provisions

NOTE: The following properties lie within Base I but are not subject to SB-216 provisions. Slopeside, Chateaux d' Mont, Ironwood, Key Condo, Miller PUD, Shick, Zapata, Paulson, Ski Tip West, Pilot Lodge, North Fork PUD, North Fork River Estates

SB - 216 Properties
KEYSTONE RESORT
PLANNED UNIT DEVELOPMENT
 KEYSTONE, COLORADO
OWNERS: KEYSOURCE, LLC
 PLANNED DEVELOPMENT
 August 1994
 0 1600' 3200' 6400' NORTH

Keystone PUD, Pathway Design Standards Matrix

Trails may be designed and constructed to standards different than these to accommodate efficient development of a site, and to resolve trail conflicts with adjacent land uses (particularly existing uses), steep slopes, wetland buffer zones, wildlife movement/mitigation corridors and other key wildlife habitats, or any other environmental constraint as identified by the Snake River Master Plan or the Summit County Land Use and Development Code. Variances from these standards agreed upon by Owner/Developer and County staff may be approved at staff level.

	Dillon/Keystone County Trail	Community Pathway	Recreational Single Track	Nature Trail Foot Traffic Only
Trail Design				
X-Slope	0-10% average; 30% max.	0-10% average; 30% max.	10% - 70%	10% - 70%
Tread Width	12 ft. standard	8 ft. standard	24" min./36" max.	18" min./36" max.
Minimum Horizontal Clearing	2 ft. from trail edge	2 ft. from trail edge	2 ft. from trail edge	2 ft. from trail edge
Vertical Clearing	8'6" min.; 12' preferred	8'6" min.; 12' preferred	8'6" min.; 12' preferred	8' minimum
Cross Slope	2%	2%	4%	4%
Maximum Profile	5% average; (10% max., less than 500 ft.)	5% average; (10% max., less than 500 ft.)	10% average; 15 % maximum; 25% max., less than 20 ft.*	10% average; 15 % maximum; 25% max., less than 20 ft.*
Curvature Design Radii	see table below	see table below	N/A	N/A
Switchback Radii	N/A	N/A	3 ft. minimum	2 ft. minimum
Surface Materials				
Natural	NO	NO	Preferred	Preferred
Crusher Fines	NO	OK	OK	OK
Asphalt	Preferred	Preferred	NO	NO
Concrete	Preferred	Preferred	NO	NO
Suggested Trail Easements				
Public Access Width*	16 ft.	12 ft.	8 ft.	8 ft.
Maintenance Width*	25 ft.	25 ft.	15 ft.	15 ft.
Suggested Minimum Separations, trail edge to road lane or building edge				
Highway 6	40 feet	20 feet	20 feet	N/A
All other roads*	8 feet	8 ft., if roadway isn't used	8 feet	8 feet
Buildings	15 feet	12 feet	12 feet	10 feet
* A separation is not required if the trail/path is separated by a curb or other structural/grade separation. Community path connections that run parallel to roadways with minimal traffic may utilize the roadway itself, instead of building a separated path.				
Curvature Design Radii				
Design Speed, MPH		Minimum Radius, Feet		
10 MPH *		25 FT		
15 MPH *		56 FT		
* installation of speed limit signs required for use of these curve radii				
20 MPH		100 FT		
25 MPH		156 FT		
Additional Design Radii found in Chapter 5 of the Summit County Land Use and Development Code				

EXHIBIT M

**Keystone PUD Neighborhood Densities,
as approved March 1995 by Summit BOCC**

	ACTUAL UNITS						EQUIVALENT UNITS					
	SF	MF	EMP	COMM	LODGE	TOTAL	SF	MF	EMP	COMM	LODGE	TOTAL
Ski Tip												
Parcel A	14					14	35					35
Parcel B		156		5,000	50	206		156		5	17	178
Parcel C		271		7,800	100	371		271		8	33	312
Parcel D		43				43		43				43
Parcel E		56		2,200	8	64		56		2	3	61
Parcel F			23									
Parcel G												
Total Units	14	526	23	15,000	158	698	35	526		15	53	629
River Run												
Parcel A		781		190,000	250	1,031		781		190	83	1,054
Parcel B		85				85		85				85
Parcel C			100									
Parcel D												
Total Units		866	100	190,000	250	1,116		866		190	83	1,139
Mountain House												
Parcel A		24				24		24				24
Parcel B		427		14,000		427		427		14		441
Parcel C		450		34,000		450		450		34		484
Parcel D			16									
Parcel E												
Parcel F												
Total Units		901	16	48,000		901		901		48		949
Lakeside												
Parcel A		73	220	15,000	300	373		73		15	100	188
Parcel B		65				65		65				65
Parcel C		303		56,000	152	455		303		56	51	410
Parcel D		91				91		91				91
Parcel E	17	282	16			299	43	282				325
Parcel F		182				182		182				182
Parcel G		122		500		122		122		1		123
Parcel H			150	7,500						8		8
Parcel I												
Parcel J												
Total Units	17	1,118	386	79,000	452	1,587	43	1,118		79	151	1,390
Old Keystone												
Parcel A	88	15		1,200		103	220	15		1		236
Parcel B	33					33	83					83
Parcel C	46	77		8,800		123	115	77		9		201
Parcel D												
Total Units	167	92		10,000		259	418	92		10		520
Wintergreen												
Parcel A				40,000						40		40
Parcel B			180									
Parcel C			40									
Parcel D												
Parcel E												
Total Units			220	40,000						40		40
GRAND TOTALS												
	198	3,503	745	382,000	860	4,561	495	3,503	-	382	287	4,667

**Keystone PUD Neighborhood Densities,
with revised PUD changes submitted for 5/10/99 meeting**

	ACTUAL UNITS						EQUIVALENT UNITS					
	Single Family Lots	Multi-Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	Single Family Units	Multi-Family	Employee Units	Commercial Units	Lodge Units	TOTAL
Ski Tip												
1. Parcel A	14					14	35					35
2. Parcel B	38	50				88	95	50				145
3. Parcel C		304		7,800		304		304	8			312
4. Parcel D		36				36		36				36
5. Parcel E		50		2,200	8	58		50	2	3		55
Parcel F			23									
Parcel G												
Subtotal	52	440	23	10,000	8	500	130	440	10	3		583
River Run												
6. Parcel A		857		160,000	250	1,107		857	160	83		1,100
Parcel B		85				85		85				85
Parcel C			100									
Parcel D												
Subtotal		942	100	160,000	250	1,192		942	160	83		1,185
Mountain House												
Parcel A												
Parcel B		439		14,000		439		439	14			453
Parcel C		462		34,000		462		462	34			496
Parcel D												
Parcel E												
Parcel F												
Permitted Subtotal		901		48,000		901		901	48			949
Less transfer of 315 units Transferred to Parcel B		586				586		586				
Transferred to Parcel C		14.5				14.5		14.5				14.5
Current Subtotal		600.5				600.5		600.5				600.5
Lakeside												
Parcel A		73	220	15,000	300	373		73	15	100		188
Parcel B		65				65		65				65
Parcel C		303		56,000	152	455		303	56	51		410
Parcel D		91				91		91				91
Parcel E	17	282	16			299	43	282				325
Parcel F		182				182		182				182
Parcel G		122		500		122		122	1			123
Parcel H			150	7,500					8			8
Parcel I												
Parcel J												
Subtotal	17	1,118	386	79,000	452	1,587	43	1,118	79	151		1,390
Old Keystone												
Parcel A	88	15		1,200		103	220	15	1.2			236.2
Parcel B	33					33	83					82.5
Parcel C	67	10		8,800		77	167.5	10	8.8			186.3
Parcel D												
Subtotal	188	25		10,000		213	470.0	25	10			505.0
Wintergreen												
Parcel A				40,000					40			40
Parcel B			180									
Parcel C			40									
Parcel D												
Parcel E												
Subtotal			220	40,000					40			40
ACTUAL UNITS												
	Single Family	Multi-Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	EQUIVALENT UNITS					
	Single Family	Multi-Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	Single Family	Multi-Family	Employee Units	Commercial Units	Lodge Units	TOTAL
GRAND TOTALS	257	3,440.5	729	347,000	710	4,407.5	642.5	3,440.5		347	237	4,667

Outline of Changes:

- 8 SF units. (20 EQU) may be added to Parcel A as outlined in the PUD
- Convert commercial, hotel and multi-family units to single & multi-family units. 38 SF and 50 MF units. Transfer out remaining density to River Run.
- Convert hotel density to multi-family density.
- Re-locate 7 remaining multi-family units.
- Re-locate 6 remaining multi-family units.
- Convert 30,000 sq. ft. commercial to 30 multi-family units. transfer in 46 units from Ski Tip Neighborhood.

**Keystone PUD Neighborhood Densities,
with revised PUD changes submitted for BOCC meeting of January 22, 2001**

	ACTUAL UNITS						EQUIVALENT UNITS					
	Single Family Lots	Multi-Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	Single Family Units	Multi-Family	Employee Units	Commercial Units	Lodge Units	TOTAL
Ski Tip												
Parcel A	14					14	35					35
1. Parcel B	34	66				100	85	66				151
2. Parcel C		298		7,800		298		298	8			305.8
Parcel D		36				36		36				36
Parcel E		50		2,200	8	58		50		2	3	54.9
Parcel F			23									
Parcel G												
Subtotal	48	450	23	10,000	8	506	120	450		10	3	582.7
River Run												
3. Parcel A		891		160,000	250	1,141		891		160	83	1,134.3
4. Parcel B		51				51		51				51
Parcel C			100									
Parcel D												
Subtotal		942	100	160,000	250	1,192		942		160	83	1,185.3
Mountain House												
Parcel A												
Parcel B		439		14,000		439		439	14			453
Parcel C		462		34,000		462		462	34			496
Parcel D												
Parcel E												
Parcel F												
Permitted Subtotal		901		48,000		901		901	48			949
Less transfer of 315 units		586				586		586				
Transferred to Parcel B												
Transferred to Parcel C		17.0				17.0		17.0				17.0
Current Subtotal		603.0				603.0		603.0				603.0
Lakeside												
Parcel A		73	220	15,000	300	373		73		15	100	188
Parcel B		65				65		65				65
5. Parcel C		318.67		56,000	152	471		323.5		56	50.7	430.2
5. Parcel D		75.33				75		70.5				70.5
Parcel E	17	282	16			299	43	282				324.5
Parcel F		182				182		182				182
Parcel G		122		500		122		122		1		122.5
Parcel H			150	7,500					8			7.5
Parcel I												
Parcel J												
Subtotal	17	1,118	386	79,000	452	1,587	43	1,118		79	151	1,390.2
Old Keystone												
Parcel A	88	15		1,200		103	220	15		1.2		236.2
6. Parcel B	32					32	80					80.0
7. Parcel C	66	10		8,800		76	165.0	10		8.8		183.8
Parcel D												
Subtotal	186	25		10,000		211	465.0	25		10		500.0
Wintergreen												
Parcel A				40,000						40		40
Parcel B			180									
Parcel C			40									
Parcel D												
Parcel E												
Subtotal			220	40,000						40		40
GRAND TOTALS												
	251	3,453.0	729	347,000	710	4,414.0	627.5	3,453.0		347	237	4,664

Outline of Changes:

- Per the approved Ski Tip South Filing #1 plat and the approved site plan for the multi-family project on tract B of the same plat.
- Six fewer actual and equivalent multi-family units per the approved site plan for the multi-family project on tract B of the Ski Tip South Filing #1 plat.
- 34 actual and equivalent multi-family units transferred from parcel B to this parcel per the approved site plan for Lone Eagle on tract A of the Base 1, Filing #4 plat.
- 51 actual and equivalent multi-family units per the approved Lone Eagle site plan for tract A of the Base 1, Filing #4 plat.
- Transfer from Parcel D to Parcel C 15.67 actual MF units and 20.5 equivalent MF units.
- One single family actual unit and 2.5 equivalent units removed from the PUD, transferred to government lot 59 by the North Fork Reserve Subdivision.
- One single family actual unit and 2.5 equivalent units transferred from Parcel C of the Old Keystone Neighborhood to Parcel C of the Mountain House as 2.5 actual and equivalent multi-family units.

**Keystone PUD Neighborhood Densities,
with revised PUD changes submitted for Ski Tip re-zoning, June 2002**

	ACTUAL UNITS						EQUIVALENT UNITS					
	Single Family Lots	Multi- Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	Single Family Units	Multi- Family	Employee Units	Commercial Units	Lodge Units	TOTAL
Ski Tip												
1. Parcel A	-	-	-	-	-	-	-	-	-	-	-	-
2. Parcel B	26	66	-	-	-	92	65	66	-	-	-	131
3. Parcel C	8	295.5	-	7,800	-	304	20	296	8	-	-	323.3
Parcel D	-	36	-	-	-	36	-	36	-	-	-	36
Parcel E	-	50	-	2,200	8	58	-	50	2	3	-	54.9
4. Parcel F	15	-	-	-	-	15	38	-	-	-	-	38
Parcel G	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	49	448	-	10,000	8	505	123	448	10	3	-	582.7
River Run												
5. Parcel A	-	891	-	160,000	250	1,141	-	856	-	160	83	1,099.3
Parcel B	-	51	-	-	-	51	-	51	-	-	-	51
Parcel C	-	-	100	-	-	-	-	-	-	-	-	-
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	-	942	100	160,000	250	1,192	-	907	-	160	83	1,150.3
Mountain House												
Parcel A	-	-	-	-	-	-	-	-	-	-	-	-
Parcel B	-	439	-	14,000	-	439	-	439	14	-	-	453
Parcel C	-	462	-	34,000	-	462	-	462	34	-	-	496
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Parcel E	-	-	-	-	-	-	-	-	-	-	-	-
Parcel F	-	-	-	-	-	-	-	-	-	-	-	-
Permitted Subtotal	-	901	-	48,000	-	901	-	901	48	-	-	949
Less transfer of 315 units Transferred to Parcel B	-	586	-	-	-	586	-	586	-	-	-	-
6. Transferred to Parcel C	-	19.5	-	-	-	19.5	-	19.5	-	-	-	19.5
Current Subtotal	-	605.5	-	-	-	605.5	-	605.5	-	-	-	605.5
Lakeside												
Parcel A	-	73	220	15,000	300	373	-	73	-	15	100	188
Parcel B	-	65	-	-	-	65	-	65	-	-	-	65
Parcel C	-	318.67	-	56,000	152	471	-	323.5	56	50.7	-	430.2
Parcel D	-	75.33	-	-	-	75	-	70.5	-	-	-	70.5
Parcel E	17	282	16	-	-	299	43	282	-	-	-	324.5
Parcel F	-	182	-	-	-	182	-	182	-	-	-	182
Parcel G	-	122	-	500	-	122	-	122	1	-	-	122.5
Parcel H	-	-	150	7,500	-	-	-	-	8	-	-	7.5
Parcel I	-	-	-	-	-	-	-	-	-	-	-	-
Parcel J	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	17	1,118	386	79,000	452	1,587	43	1,118	79	151	-	1,390.2
Old Keystone												
Parcel A	88	15	-	1,200	-	103	220	15	-	1.2	-	236.2
Parcel B	32	-	-	-	-	32	80	-	-	-	-	80.0
7. Parcel C	65	10	-	8,800	-	75	162.5	10	8.8	-	-	181.3
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	185	25	-	10,000	-	210	462.5	25	10	-	-	497.5
Wintergreen												
8. Parcel A	-	-	23	40,000	-	-	-	-	40	-	-	40
Parcel B	-	-	180	-	-	-	-	-	-	-	-	-
Parcel C	-	-	40	-	-	-	-	-	-	-	-	-
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Parcel E	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	-	-	243	40,000	-	-	-	-	40	-	-	40
9. Density Bank	14	-	-	-	-	14	35	-	-	-	-	35
ACTUAL UNITS												
	Single Family	Multi- Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	EQUIVALENT UNITS					
	Single Family	Multi- Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	Single Family	Multi- Family	Employee Units	Commercial Units	Lodge Units	TOTAL
GRAND TOTALS	251	3,453.0	729	347,000	710	4,428.0	627.5	3,418.0	-	347	237	4,664

Outline of Changes:

- 14 actual Single Family units, 35 equivalent units removed from this parcel.
- 8 actual Single Family units, 20 equivalent units removed from this parcel.
- 7 actual Single Family units, 17.5 equivalent units added to this parcel; 2.5 actual multi-family and equivalent units converted to 1 actual Single Family unit.
- 15 actual Single Family units, 37.5 equivalent units transferred into this parcel.
- 35 equivalent units only removed from Parcel A of River Run, actual unit count not changed.
- 2.5 actual multi-family and equivalent units added to this parcel, by BOCC on July 23, 2001, case #01-090
- 1 actual single family and 2.5 equivalent units removed from this parcel, by BOCC on July 23, 2001, case #01-090
- 23 actual employee housing units transferred to this parcel from Ski Tip, Parcel F.
- 35 actual and equivalent units added to density bank. Owner/Developer to identify location(s) and types during future re-zoning.

**Keystone PUD Neighborhood Densities,
with revisions for transfer of commercial density to Lakeside Parcels G & H**

	ACTUAL UNITS						EQUIVALENT UNITS					
	Single Family Lots	Multi-Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	Single Family Units	Multi-Family	Employee Units	Commercial Units	Lodge Units	TOTAL
Ski Tip												
Parcel A	-	-	-	-	-	-	-	-	-	-	-	-
Parcel B	26	66	-	-	-	92	65	66	-	-	-	131
Parcel C	8	295.5	-	7,800	-	304	20	296	8	-	-	323.3
Parcel D	-	36	-	-	-	36	-	36	-	-	-	36
Parcel E	-	50	-	2,200	8	58	-	50	2	3	-	54.9
Parcel F	15	-	-	-	-	15	38	-	-	-	-	38
Parcel G	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	49	448	-	10,000	8	505	123	448	10	3	-	582.7
River Run												
1. Parcel A	-	891	-	157,000	250	1,141	-	856	-	157	83	1,096.3
Parcel B	-	51	-	-	-	51	-	51	-	-	-	51
Parcel C	-	-	100	-	-	-	-	-	-	-	-	-
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	-	942	100	157,000	250	1,192	-	907	-	157	83	1,147.3
Mountain House												
Parcel A	-	-	-	-	-	-	-	-	-	-	-	-
Parcel B	-	439	-	14,000	-	439	-	439	14	-	-	453
Parcel C	-	462	-	34,000	-	462	-	462	34	-	-	496
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Parcel E	-	-	-	-	-	-	-	-	-	-	-	-
Parcel F	-	-	-	-	-	-	-	-	-	-	-	-
Permitted Subtotal	-	901	-	48,000	-	901	-	901	48	-	-	949
Less transfer of 315 units Transferred to Parcel B	-	586	-	-	-	586	-	586	-	-	-	-
Transferred to Parcel C	-	19.5	-	-	-	19.5	-	19.5	-	-	-	19.5
Current Subtotal	-	605.5	-	-	-	605.5	-	605.5	-	-	-	605.5
Lakeside												
Parcel A	-	73	220	15,000	300	373	-	73	-	15	100	188
Parcel B	-	65	-	-	-	65	-	65	-	-	-	65
Parcel C	-	318.67	-	56,000	152	471	-	323.5	-	56	50.7	430.2
Parcel D	-	75.33	-	-	-	75	-	70.5	-	-	-	70.5
Parcel E	17	282	16	-	-	299	43	282	-	-	-	324.5
Parcel F	-	182	-	-	-	182	-	182	-	-	-	182
Parcel G	-	122	-	1,500	-	122	-	122	2	-	-	123.5
2. Parcel H	-	-	150	9,500	-	-	-	-	10	-	-	9.5
Parcel I	-	-	-	-	-	-	-	-	-	-	-	-
Parcel J	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	17	1,118	386	82,000	452	1,587	43	1,118	82	151	-	1,393.2
Old Keystone												
Parcel A	88	15	-	1,200	-	103	220	15	-	1.2	-	236.2
Parcel B	32	-	-	-	-	32	80	-	-	-	-	80.0
Parcel C	65	10	-	8,800	-	75	162.5	10	8.8	-	-	181.3
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	185	25	-	10,000	-	210	462.5	25	10	-	-	497.5
Wintergreen												
Parcel A	-	-	23	40,000	-	-	-	-	40	-	-	40
Parcel B	-	-	180	-	-	-	-	-	-	-	-	-
Parcel C	-	-	40	-	-	-	-	-	-	-	-	-
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Parcel E	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	-	-	243	40,000	-	-	-	-	40	-	-	40
Density Bank												
	14	-	-	-	-	14	35	-	-	-	-	35
ACTUAL UNITS												
	Single Family	Multi-Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	Single Family	Multi-Family	Employee Units	Commercial Units	Lodge Units	TOTAL
GRAND TOTALS	251	3,453.0	729	347,000	710	4,428.0	627.5	3,418.0	-	347	237	4,664

Outline of Changes:

- 3,000 square feet commercial space removed from River Run
- 1,000 additional square feet commercial density added to Lakeside, Parcel G, for a total of 1,500 square feet.
- 2,000 additional square feet commercial density added to Lakeside, Parcel H, for a total of 9,500 square feet.

**Keystone PUD Neighborhood Densities,
with revisions for transfer of density from Parcel D to Parcel C in the Lakeside Neighborhood and to convert 250 hotel
rooms to 83.3 MF units in Parcel A of River Run**

	ACTUAL UNITS						EQUIVALENT UNITS					
	Single Family Lots	Multi-Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	Single Family Units	Multi-Family	Employee Units	Commercial Units	Lodge Units	TOTAL
Ski Tip												
Parcel A	-	-	-	-	-	-	-	-	-	-	-	-
Parcel B	26	66	-	-	-	92	65	66	-	-	-	131
Parcel C	8	295.5	-	7,800	-	304	20	296	8	-	-	323.3
Parcel D	-	36	-	-	-	36	-	36	-	-	-	36
Parcel E	-	50	-	2,200	8	58	-	50	2	3	-	54.9
Parcel F	14	-	-	-	-	14	35	-	-	-	-	35
Parcel G	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	48	448	-	10,000	8	504	120	448	10	3	-	580.2
River Run												
1. Parcel A	-	974	-	157,000	-	974	-	974	157	-	-	1,131.3
Parcel B	-	51	-	-	-	51	-	51	-	-	-	51
Parcel C	-	-	100	-	-	-	-	-	-	-	-	-
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	-	1,025	100	157,000	-	1,025	-	1,025	157	-	-	1,182.3
Mountain House												
Parcel A	-	-	-	-	-	-	-	-	-	-	-	-
Parcel B	-	439	-	14,000	-	439	-	439	14	-	-	453
Parcel C	-	462	-	34,000	-	462	-	462	34	-	-	496
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Parcel E	-	-	-	-	-	-	-	-	-	-	-	-
Parcel F	-	-	-	-	-	-	-	-	-	-	-	-
Permitted Subtotal	-	901	-	48,000	-	901	-	901	48	-	-	949
Less transfer of 315 units Transferred to Parcel B	-	586	-	-	-	586	-	586	-	-	-	-
Transferred to Parcel C	-	-	-	-	-	-	-	-	-	-	-	-
Transferred to Parcel C	-	19.5	-	-	-	19.5	-	19.5	-	-	-	19.5
Current Subtotal	-	605.5	-	-	-	605.5	-	605.5	-	-	-	605.5
Lakeside												
Parcel A	-	73	220	15,000	300	373	-	73	15	100	-	188
Parcel B	-	65	-	-	-	65	-	65	-	-	-	65
2 Parcel C	-	321.33	-	56,000	152	473.33	-	323.5	56	50.7	-	430.2
2 Parcel D	-	72.67	-	-	-	73	-	70.5	-	-	-	70.5
Parcel E	17	282	16	-	-	299	43	282	-	-	-	324.5
Parcel F	-	182	-	-	-	182	-	182	-	-	-	182
Parcel G	-	122	-	1,500	-	122	-	122	2	-	-	123.5
Parcel H	-	-	150	9,500	-	-	-	-	10	-	-	9.5
Parcel I	-	-	-	-	-	-	-	-	-	-	-	-
Parcel J	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	17	1,118	386	82,000	452	1,587	43	1,118	82	151	-	1,393.2
Old Keystone												
Parcel A	88	15	-	1,200	-	103	220	15	1.2	-	-	236.2
Parcel B	32	-	-	-	-	32	80	-	-	-	-	80.0
Parcel C	65	10	-	8,800	-	75	162.5	10	8.8	-	-	181.3
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	185	25	-	10,000	-	210	462.5	25	10	-	-	497.5
Wintergreen												
Parcel A	-	-	23	40,000	-	-	-	-	40	-	-	40
Parcel B	-	-	180	-	-	-	-	-	-	-	-	-
Parcel C	-	-	40	-	-	-	-	-	-	-	-	-
Parcel D	-	-	-	-	-	-	-	-	-	-	-	-
Parcel E	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	-	-	243	40,000	-	-	-	-	40	-	-	40
Density Bank												
	14	-	-	-	-	14	35	-	-	-	-	35
ACTUAL UNITS												
	Single Family	Multi-Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	Single Family	Multi-Family	Employee Units	Commercial Units	Lodge Units	TOTAL
GRAND TOTALS	264	3,536.3	729	347,000	460	4,260.3	660.0	3,536.3	347	153.3	-	4,697

Outline of Changes:

- 1 Convert 250 hotel room units to 83.3 Multi-Family units, Parcel A of River Run Neighborhood.
- 2 Transfer of 2.66 units of MF actual density from Parcel D to Parcel C within the Lakeside Neighborhood, due to elimination of 8 lock-off units in Parcel D.

**Keystone PUD Neighborhood Densities,
with revisions for conversion and transfer of density for an additional 100 multi-family units for Parcel A of River Run**

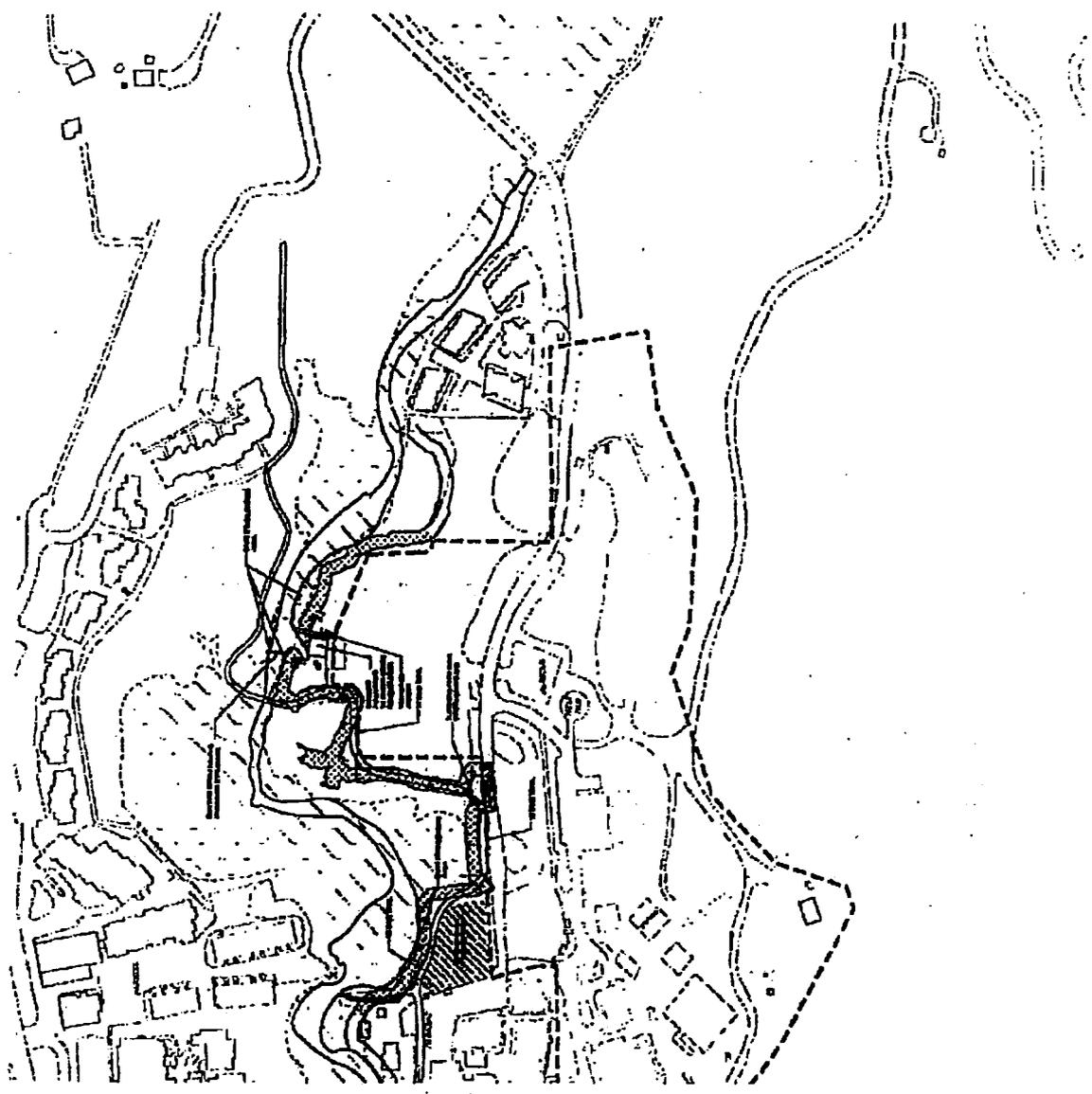
	ACTUAL UNITS						EQUIVALENT UNITS					
	Single Family Lots	Multi-Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	Single Family Units	Multi-Family	Employee Units	Commercial Units	Lodge Units	TOTAL
Ski Tip												
Parcel A												
Parcel B	26	66				92	65	66				131
Parcel C	8	295.5		7,800		304	20	296	8			323.3
Parcel D		36				36		36				36
Parcel E		50		2,200	8	58		50	2	3		54.9
Parcel F	14					14	35					35
Parcel G												
Subtotal	48	448		10,000	8	504	120	448	10	3		580.2
River Run												
1. Parcel A		1,074		112,000		1,074		1,074	112			1,186.3
Parcel B		51				51		51				51
Parcel C			100									
Parcel D												
Subtotal		1,125	100	112,000		1,125		1,125	112			1,237.3
Mountain House												
Parcel A												
Parcel B		439		14,000		439		439	14			453
2. Parcel C		445		34,000		445		445	34			479
Parcel D												
Parcel E												
Parcel F												
Permitted Subtotal		884		48,000		884		884	48			932
Less transfer of 315 units Transferred to Parcel B		569				569		569				
Transferred to Parcel C		19.5				19.5		19.5				19.5
Current Subtotal		588.5				588.5		588.5				588.5
Lakeside												
Parcel A		73	220	15,000	300	373		73	15	100		188
Parcel B		65				65		65				65
Parcel C		321.33		56,000	152	473.33		323.5	56	50.7		430.2
Parcel D		72.67				73		70.5				70.5
Parcel E	17	282	16			299	43	282				324.5
Parcel F		182				182		182				182
Parcel G		122		1,500		122		122	2			123.5
Parcel H			150	9,500					10			9.5
Parcel I												
Parcel J												
Subtotal	17	1,118	386	82,000	452	1,587	43	1,118	82	151		1,393.2
Old Keystone												
Parcel A	88	15		1,200		103	220	15	1.2			236.2
Parcel B	32					32	80					80.0
Parcel C	65	10		8,800		75	162.5	10	8.8			181.3
Parcel D												
Subtotal	185	25		10,000		210	462.5	25	10			497.5
Wintergreen												
3. Parcel A			23	2,000					2			2
Parcel B			180									
Parcel C			40									
Parcel D												
Parcel E												
Subtotal			243	2,000					2			2
Density Bank	14					14	35					35
GRAND TOTALS	264	3,619.3	729	264,000	460	4,343.3	660.0	3,619.3	264	153.3		4,697

Outline of Changes:

- 1 Convert 45,000 s.f. comm. to 45 MF units, transfer in 38,000 s.f. comm. from Wintergreen and convert to 38 MF units and transfer in 17 MF units from Mtn. House.
- 2 Transfer out 17 actual multi-family and equivalent units from Parcel C of Mountain House to Parcel A of River Run.
- 3 Transfer out 38,000 s.f. actual commercial (38 equivalent units) from Parcel A of Wintergreen to Parcel A of River Run, convert to 38 MF actual and equivalent units.

EXHIBIT M-12

Keystone PUD Neighborhood Densities												
	ACTUAL UNITS						EQUIVALENT UNITS					
	Single Family Lots	Multi-Family	Employee Units	Commercial Sq. Ft.	Lodge Rooms	TOTAL	Single Family Units	Multi-Family	Employee Units	Commercial Units	Lodge Units	TOTAL
Ski Tip												
Parcel B	26	66				92	65	66				131
Parcel C	18	89.0				107.0	45	148.0				193.0
Parcel D		36				36		36				36
Parcel E		50		2,200	8	58		50		2.2	3	54.9
Parcel F	14					14	35					35
Parcel G												
Subtotal	58	241	-	2,200	8	307	145	300		2.2	3	449.9
River Run												
Parcel A		1,074		112,000		1,074		1,074	112.0			1,186.3
Parcel B		51				51		51				51
Parcel C		33	50			33		59				59
Parcel D												
Subtotal		1,158	50	112,000		1,158		1,125	112.0			1,237.3
Mountain House												
Parcel A												
Parcel B		439		14,000		439		439	14.0			453
Parcel C		445		34,000		445		445	34.0			479
Parcel D												
Parcel E												
Parcel F												
Permitted Subtotal		884		48,000		884		884	48.0			932
Less transfer of 315 units		569				569		569				
Transferred to Parcel B												
Transferred to Parcel C		19.5				19.5		19.5				19.5
Current Subtotal		588.5				588.5		588.5				588.5
Lakeside												
Parcel A		73	220	15,000	300	373		73		15.0	100	188
Parcel B		65				65		65				65
Parcel C		321.33		53,333	160	481.33		323.5		53.3	53.3	430.2
Parcel D		72.67				73		70.5				70.5
Parcel E	17	282	16			299	42.5	282				324.5
Parcel F		182				182		182				182
Parcel G		122		1,500		122		122		1.5		123.5
Parcel H			150	9,500						9.5		9.5
Parcel I												
Parcel J												
Subtotal	17	1,118	386	79,333	460	1,595	42.5	1,118		79.3	153.3	1,393.2
Old Keystone												
Parcel A	88	15		1,200		103	220	15		1.2		236.2
Parcel B	32					32	80					80.0
Parcel C	65	10		8,800		75	162.5	10		8.8		181.3
Parcel D												
Subtotal	185	25		10,000		210	462.5	25		10.0		497.5
Wintergreen												
Parcel A			23	2,000					2.0			2
Parcel B			180									
Parcel C			40									
Parcel D												
Parcel E												
Subtotal			243	2,000					2.0			2
Density Bank												
Density Bank	14					14	35					35
Alders Density Bank		156.3	50			156.3		71.3				71.3
Summary of Changes:												
1 The density on Lakeside Parcel C was adjusted to 160 Lodge Rooms, and 53,333 Commercial Sq. Ft. as permitted uses												
GRAND TOTALS												
	274	3,602.13	729	253,533	468	4,344.13	685.0	3,543.13		254	156.0	4,637.65



- Legend**
- Wetland delineation
 - 50' Wetland Buffer
 - 100' Wetland Buffer
 - 150' Wetland Buffer
 - 200' Wetland Buffer
 - 250' Wetland Buffer
 - 300' Wetland Buffer
 - 350' Wetland Buffer
 - 400' Wetland Buffer
 - 450' Wetland Buffer
 - 500' Wetland Buffer
 - 550' Wetland Buffer
 - 600' Wetland Buffer
 - 650' Wetland Buffer
 - 700' Wetland Buffer
 - 750' Wetland Buffer
 - 800' Wetland Buffer
 - 850' Wetland Buffer
 - 900' Wetland Buffer
 - 950' Wetland Buffer
 - 1000' Wetland Buffer



EXHIBIT P-1

I. Text of Employee Use Restriction for Seasonal Housing Units and Long Term Rental Units

1. Definitions.

All capitalized terms used herein that are not defined shall have the meanings given to them in the Keystone Resort PUD.

2. Restrictive Covenant.

All dwelling units constructed on the Property shall be used for housing for Qualified Occupants and for no other purpose. Notwithstanding the foregoing, such dwelling units may be used and occupied (i) from November 1 of one year to April 30 of the following year, by persons who are not Qualified Occupants but who are employed by a business operating within the County on the condition that the total number of bedrooms used and occupied by such persons during such period do not exceed twenty percent (20%) of the total number of bedrooms located on the Property, and (ii) from May 1 through October 31 of each year, by persons who are not Qualified Occupants.

3. Miscellaneous.

- (a) All covenants, conditions, restrictions and other provisions herein are covenants running with the land, or equitable servitudes, as the case may be, and will bind the Property until this Declaration is revoked as provided in paragraph 3(b) below.
- (b) Declarant may amend or revoke this Declaration by a written amendment or revocation recorded in the real property records of the County, on the condition that the amendment or revocation is approved in writing by the Summit County Planning Department (the "Planning Department"), which approval shall be granted if such amendment or revocation does not result in a breach of the LLC's obligations under the Keystone Resort PUD.
- (c) Declarant agrees to abide by and enforce this Declaration by a proceeding at law or in equity. If Declarant does not abide by and enforce this Declaration, as agreed herein, the County shall also have the right to enforce this Declaration by a proceeding at law or in equity. In such case, Declarant shall indemnify the County for its costs and expenses, including reasonable attorney fees, for the County's enforcement of this Declaration. Failure by Declarant or the County to enforce any covenant, condition or restriction contained herein shall not be deemed a waiver by such party to later enforce such covenant, condition or restriction.
- (d) If a proceeding is brought to enforce any agreement, covenant, condition or restriction contained in this Declaration, the party that prevails in such proceeding shall be entitled to recover from the non-prevailing party all costs and expenses incurred by the prevailing party in that proceeding, including, without limitation, reasonable attorneys' fees and disbursements.
- (e) Declarant may not assign its rights and delegate its duties hereunder without the prior written consent of the County, except no such consent shall be required (i) in the event of a sale, transfer or other conveyance of all or any portion of the Property (as defined in the

Keystone Resort PUD), the result of which is that Declarant is no longer the Owner/Developer (as defined in the Keystone Resort PUD) or (ii) with respect to an assignment or delegation to the Keystone Employee Housing Review Board or to any other person or entity, if the Declarant retains the ultimate right and obligation to enforce this Declaration.

- (f) Any determination by a court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any other provisions hereof.
- (g) This Declaration shall be recorded in the real property records of Summit County, Colorado.

EXHIBIT P-2

Restrictive Covenant for the Occupancy and Resale of Employee-Owned Restricted Units

This RESTRICTIVE COVENANT FOR THE OCCUPANCY AND RESALE OF EMPLOYEE-OWNED RESTRICTED UNITS (this "Covenant") is made this _____ day of _____, _____, by KEYSTONE/INTRAWEST L.L.C., a Delaware limited liability company d/b/a Keystone Real Estate Developments ("KRED"), for the benefit of itself, KEYSTONE EMPLOYEE HOUSING REVIEW BOARD, INC., a Colorado nonprofit corporation ("KEHRB"), SUMMIT COUNTY, a political subdivision of the State of Colorado ("Summit County"), and VAIL SUMMIT RESORTS, INC., a Colorado corporation d/b/a Keystone Resort, Inc. ("KRI"). [Note, the developer may be an entity other than KRED, and if that is the case, KRED will be an additional benefited party.]

Recitals

- A. KRED is the developer of the Units (as such term is defined below) and desires to restrict the acquisition, leasing, resale and occupancy of the Units so that such Units qualify as "Employee-Owned Restricted Units" under the Keystone Resort Planned Unit Development Designation, as amended, recorded in the office of the Summit County Clerk and Recorder on February 21, 2001, under Reception No. 645899 (as may be amended from time to time, the "Keystone PUD").
- B. KEHRB is organized for the purpose of monitoring the provision of employee housing under the Keystone PUD.
- C. Now, therefore, in consideration of the promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KRED declares, covenants and agrees as follows:

Article I Definitions

1.1 Definitions. All capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Keystone Resort PUD.

- (a) "Administration Fee" has the meaning given to such term in Section 5.5 below.
- (b) "Capital Improvement Cap" has the meaning given to such term in Section 7.2(a) below.
- (c) "Covenant" has the meaning given to such term in the introductory paragraph.
- (d) "HUD" means the United States Department of Housing and Urban Development or any successor thereto.
- (e) "KEHRB" has the meaning given to such term in the introductory paragraph.
- (f) "KEHRB Note" has the meaning given to such term in Section 9.1(b)(iii) below.
- (g) "Keystone PUD" has the meaning given to such term in the Recitals.
- (h) "KRED" has the meaning given to such term in the introductory paragraph.

- (i) "KRI" has the meaning given to such term in the introductory paragraph.
- (j) "Listing Contract" has the meaning given to such term in Section 6.3 below.
- (k) "Listing Period" has the meaning given to such term in Section 6.3 below.
- (l) "Listing Price" means, with respect to any Unit, the maximum amount for which such Unit may be offered for sale as determined in accordance with the terms and conditions of Section 7.1 below.
- (m) "Mandatory Lease" has the meaning given to such term in Section 6.5 below.
- (n) "Mandatory Sale" has the meaning given to such term in Section 6.1 below.
- (o) "Permitted Adjustments" has the meaning given to such term in Section 7.2 below.
- (p) "Qualified Buyer" means (i) a Qualified Occupant (as such term is defined below); and (ii) a person or entity that employs one or more Qualified Occupants.
- (q) "Qualified Employee" means a person that is either an Employee or employed at least 30 hours per week in Summit County, Colorado.
- (r) "Qualified Occupant" or "Qualified Occupants" means:
 - (i) If only one person resides in a Unit, a person that (A) is a Qualified Employee; (B) does not own any other developed real estate (including a mobile home) within Summit County, Colorado; and (C) uses the Unit as his primary residence. Notwithstanding the foregoing to the contrary, if (1) a person meets all of the requirements set forth in this Section 1.1(t)(i) as of the date such person acquires or takes possession of a Unit, but subsequently retires from his employment (and thus no longer meets the requirement in Section 1.1(t)(i)(A) above), (2) such person is at least 62 years old, and (3) such person has been a Qualified Employee for five (5) years or longer, then such person shall remain a "Qualified Occupant" for purposes of this Covenant despite no longer being a Qualified Employee.
 - (ii) If more than one person resides in a Unit, a household that (A) has at least one member that is a Qualified Employee; (B) has no member that owns any other developed real estate (including a mobile home) within Summit County, Colorado; and (C) uses the Unit as its primary residence. Notwithstanding the foregoing to the contrary, if (1) a household meets all of the requirements set forth in this Section 1.1(t)(ii) as of the date the household acquires or takes possession of a Unit, but subsequently has no member of the household that is a Qualified Employee due to the retirement of one or more members from their employment, (2) at least one retiring member is at least 62 years old, and (3) at least one retiring member has been a Qualified Employee for five (5) years or longer, then the household shall remain a "Qualified Occupant" for purposes of this Covenant despite no longer having a member that is Qualified Employee.
- (s) "Rules and Regulations" has the meaning given to such term in Section 3.3 below.
- (t) "SHA" has the meaning given to such term in Section 5.2 below.
- (u) "Summit County" has the meaning given to such term in the introductory paragraph.

(v) "Unit" or "Units" means the Employee Housing Units made subject to this Covenant.

(w) "Unit Owner" means the fee owner of a Unit.

Article II Covenant Running with the Units

The covenants, conditions and restrictions contained herein shall run with the Units and be binding thereon for the benefit of KEHRB, Summit County, KRED and KRI and shall be enforceable by KEHRB, Summit County, KRED and/or KRI as set forth herein. This Covenant shall bind each Unit Owner, and each Unit Owner shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the period of the Unit Owner's ownership of a Unit, regardless of whether the Unit Owner occupies such Unit. By this reference, each conveyance of a Unit shall be deemed to include and incorporate the covenants, conditions and restrictions contained in this Covenant, regardless of whether the documents conveying such Unit make reference to such covenants, conditions and restrictions.

Article III General Restrictions

3.1 Occupancy and Use. Each Unit shall be occupied exclusively by one or more Qualified Occupants. No Unit Owner shall use or occupy, or permit the use or occupancy of, a Unit unless such use or occupancy complies with the covenants, conditions and restrictions of this Covenant and the Rules and Regulations.

3.2 Transfer of Interest. No Unit Owner shall sell, lease or otherwise transfer any interest in a Unit, unless such sale, lease or other transfer complies with the covenants, conditions and restrictions of this Covenant and the Rules and Regulations.

3.3 KEHRB Rules and Regulations. Each Unit Owner shall comply with, and shall cause all occupants of the Unit to comply with, the published rules and regulations of KEHRB (as such rules and regulations may be amended from time to time, the "Rules and Regulations").

Article IV Leasing of Units

4.1 Terms of Lease. A Unit Owner may lease his Unit or any portion thereof at any time and from time to time upon such terms and conditions as the Unit Owner and his lessee may agree, subject to the restrictions, requirements and conditions imposed by this Article IV and any additional restrictions or requirements that KEHRB may impose as a condition to its approval of such lease. Any Unit Owner that attempts to lease his Unit in violation of this Covenant shall be in breach hereunder, and any purported lease of a Unit in violation of this Covenant shall be void and ineffective.

4.2 Approval of KEHRB. A Unit Owner shall obtain the written approval of KEHRB prior to leasing his Unit or any portion thereof. Within ten (10) days after the execution of an approved lease, the Unit Owner shall deliver to KEHRB an executed copy of such lease.

4.3 Lease Restrictions. Each lease for a Unit shall:

(a) provide for a rental rate that is consistent with, and not in excess of, the then-current market rental rates for employee housing units within the Keystone PUD of comparable size, location and quality;

(b) provide for a lease term greater than six (6) months unless reasonable evidence is provided

that a lease with a shorter term is necessary (as determined by KEHRB at its sole discretion), provided that in no event shall a lease term be less than sixty (60) days;

(c) provide for immediate termination of the lease in the event that the lessee under such lease fails to maintain his status as a Qualified Occupant;

(d) require that the proposed lessee submit to KEHRB within ten (10) days after a request therefor any information or documentation that KEHRB deems necessary to make a determination that the proposed lessee is a Qualified Occupant, which information or documentation may include without limitation verification of employment and legal residency, and a copy of a valid Colorado Driver's License and vehicle registration; and

(e) make the certification of the proposed lessee as a Qualified Occupant by KEHRB a condition precedent to the effectiveness of the lease.

Article V **Voluntary Sales**

5.1 Terms of Voluntary Sales. A Unit Owner may sell his Unit at any time and from time to time upon such terms and conditions as the Unit Owner and his transferee may agree, subject to the restrictions, requirements and conditions imposed by this Covenant, including without limitation the restriction that a Unit may not be sold for an amount in excess of the Listing Price for such Unit as determined in accordance with Section 7.1 below. Any Unit Owner that attempts to sell his Unit in violation of this Covenant shall be in breach hereunder, and any purported sale of a Unit in violation of this Covenant shall be void and ineffective.

5.2 Summit Housing Authority as Listing Agent. If a Unit Owner desires the Summit County Housing Authority (the "SHA") to act as the listing agent for the sale of a Unit, the Unit Owner and the SHA shall enter into an exclusive right to sell listing agreement on such terms and conditions as may be acceptable to the SHA and the Unit Owner.

5.3 Notice to KEHRB. Prior to offering a Unit for sale, the Unit Owner shall provide written notice to KEHRB of the intent of such Unit Owner to sell the Unit.

5.4 Purchase Contract Restrictions. Each purchase contract for a Unit shall:

(a) recite that the proposed purchaser has read, understands and agrees to be bound by the terms of this Covenant;

(b) require that the proposed purchaser (i) submit to KEHRB within ten (10) days after a request therefor any information or documentation that KEHRB deems necessary to make a determination that the proposed purchaser is a Qualified Occupant, which information or documentation may include without limitation (A) verification of employment and legal residency, and (B) a copy of a valid Colorado Driver's License and vehicle registration; and (ii) execute a release in favor of KEHRB authorizing the mortgage lender of the proposed purchaser to deliver to KEHRB a copy of such proposed purchaser's completed loan application; and

(c) make the certification of the proposed purchaser as a Qualified Occupant by KEHRB a condition precedent to the closing of the Unit.

5.5 Administration Fee. Upon the sale of any Unit in accordance with this Article V, the Unit Owner shall pay to KEHRB a fee (the "Administration Fee") equal to one half of one percent of the purchase price (1/2%) of such Unit, net of real estate commissions, which fee shall constitute a lien upon the Unit until paid. The Administration Fee shall not constitute a penalty or forfeiture, but shall be for the purpose of

defraying the expenses of KEHRB, Summit County, KRED and KRI in administering and enforcing this Covenant. Notwithstanding the foregoing, sales of Units by KRED, KRI, KEHRB and Summit County shall be exempt from the obligation to pay the Administration Fee.

Article VI Mandatory Sales

6.1 Terms of Mandatory Sales. In the event KEHRB requires that a Unit Owner sell his Unit pursuant to Article VIII, IX or XI below, (each such sale being a "Mandatory Sale"), the Unit Owner shall offer his Unit for sale in accordance with this Article VI. A Mandatory Sale shall be on such terms and conditions as the Unit Owner and his transferee may agree, subject to the restrictions, requirements and conditions imposed by this Covenant, including without limitation the restriction that a Unit may not be sold for an amount in excess of the Listing Price for such Unit as determined in accordance with Section 7.1 below. Any Unit Owner that attempts to offer for sale or sell his Unit in violation of this Covenant shall be in breach hereunder, and any purported offer to sell or sale of a Unit in violation of this Covenant shall be void and ineffective.

6.2 First Right of Refusal.

(a) Prior to the execution of a Listing Contract in respect of a Unit required to be sold in accordance with this Article VI, KEHRB shall have the right and option to purchase the Unit for a period of fifteen (15) days after the date on which KEHRB requires the Mandatory Sale of such Unit. If KEHRB elects not to exercise its option to purchase the Unit within such 15-day period, KEHRB shall give prompt written notice of its election to KRED, KRI and Summit County, and KRED, KRI and Summit County shall have the right and option to purchase the Unit for a period of fifteen (15) days after the receipt of such notice from KEHRB. The KRED option shall have priority over the KRI option and the Summit County option, and the KRI option shall have priority over the Summit County option. For greater clarity, if KRED exercises its option, KRED shall be entitled to purchase the Unit, regardless of whether KRI or Summit County also has exercised its option, and if KRI exercises its option and KRED fails to exercise its option, KRI shall be entitled to purchase the Unit, regardless of whether Summit County also has exercised its option. If any party elects to exercise its option under this Section 6.2(a), such party shall deliver written notice of such election to the Unit Owner within the applicable time period.

(b) In the event KEHRB, KRED, KRI or Summit County exercises its option to purchase the Unit in accordance with Section 6.2(a) above, the purchase price for such Unit shall be the lesser of (i) ninety-five percent (95%) of the Listing Price for such Unit, or (ii) the appraised market value of such Unit as of the date on which KEHRB demands the Mandatory Sale of the Unit. The appraisal shall be conducted by a licensed real estate appraiser selected by KEHRB and shall be paid for by the party exercising the option. If the purchase price is determined by an appraisal, and if the Unit Owner objects to the appraised value, the Unit Owner shall give to the party exercising the option written notice of its objection within five (5) days after the Unit Owner is notified of the appraised value. Within ten (10) days after receipt of the objection notice from the Unit Owner, the exercising party shall obtain, at its expense, a second appraisal of the Unit from a licensed real estate appraiser, in which case the purchase price for the Unit shall be the lesser of (A) the average of the two appraisals, or (B) ninety-five percent (95%) of the Listing Price for such Unit.

(c) The exercising party shall pay the purchase price to the Unit Owner in cash or other readily available funds within thirty (30) days after the date the option is exercised. If the exercising party fails to tender the purchase price as required hereunder, the Unit shall be listed for sale in accordance with Section 6.3 below as though no party had exercised the option under this Section 6.2.

6.3 Listing Contract. Provided that the Unit is not sold in accordance with Section 6.2 above, the Unit Owner shall execute a standard exclusive right to sell listing agreement (the "Listing Contract") with the SHA or a KEHRB approved real estate brokerage company for the sale of the Unit and shall offer the Unit for sale at a price not greater than the Listing Price for such Unit. The Listing Contract shall specify the period of time (the "Listing Period") during which offers to purchase the Unit will be accepted, which period shall be determined by KEHRB, at its sole discretion.

6.4 Acceptance of Offers. Upon the expiration of the Listing Period, the Unit Owner shall accept the highest offer for the Unit that was submitted by a Qualified Buyer during the Listing Period. In the event of a tie as to the highest offer, the Unit Owner, at its sole discretion, may accept either offer. If the Unit Owner fails to accept either offer within five (5) days after the expiration of the Listing Period, then either (a) the tied Qualified Buyer with the highest priority on the waiting list maintained by KEHRB shall be selected as the purchaser of the Unit, or (b) in the event that all such Qualified Buyers are of equal priority, or if no waiting list is maintained by KEHRB, the Qualified Buyer shall be selected by lottery among the tied Qualified Buyers and the Unit Owner shall accept the offer of the winner of such lottery. Notwithstanding the foregoing to the contrary, if none of the offers received by the Unit Owner are equal to or greater than the Listing Price for the Unit, KEHRB, at the request of the Unit Owner, may, but shall not be obligated to, permit the Unit Owner to extend the Listing Contract for one or more additional Listing Periods in order to encourage offers equal to the Listing Price for such Unit.

6.5 Mandatory Lease. If the Unit Owner receives no acceptable offers during the initial Listing Period or any additional Listing Periods, KEHRB, at its sole discretion, may require that the Unit Owner lease the Unit to a Qualified Occupant in accordance with Article IV above (each such lease being a "Mandatory Lease"). Unless otherwise specified by KEHRB, and subject to the terms of any mortgage, all amounts received by the Unit Owner under such lease shall be paid to KEHRB and shall be distributed by KEHRB in the following order of priority: (a) to pay any fees, costs, or other expenses incurred or damages suffered by KEHRB, Summit County, KRED or KRI as the result of the enforcement or breach by the Unit Owner of this Covenant; (b) to cure any monetary default of the Unit Owner under this Covenant or any mortgage encumbering the Unit; (c) to establish a reserve account for the benefit of the Unit Owner to avoid future monetary defaults under this Covenant or any mortgage encumbering the Unit; and (d) to the Unit Owner. Nothing herein shall be construed to require that KEHRB (i) protect or indemnify any Unit Owner against any losses attributable to the leasing of a Unit, including without limitation non-payment of rent or damage to the Unit; or (ii) obtain on behalf of any Unit Owner a Qualified Occupant to lease the Unit of such Unit Owner in the event that the Unit Owner is unable to find a Qualified Occupant to lease such Unit.

6.6 Cure within Listing Period. If, at any time prior to entering into a binding contract for the Mandatory Sale or Mandatory Lease of a Unit, the Unit Owner cures any default or removes any other condition that resulted in the Mandatory Sale or Mandatory Lease of such Unit (including the payment of any costs or expenses incurred or damages suffered by KEHRB, Summit County, KRED or KRI in connection with such default), KEHRB shall retract its demand for the Mandatory Sale or Mandatory Lease of the Unit, and the Unit Owner may continue as the owner of the Unit, subject to the covenants, conditions and restrictions of this Covenant.

6.7 Administration Fee. Upon the Mandatory Sale of any Unit (excluding sales made in accordance with Section 6.3 above), the Unit Owner shall pay to KEHRB the Administration Fee, which fee shall constitute a lien upon the Unit until paid. The Administration Fee shall not constitute a penalty or forfeiture, but shall be for the purpose of defraying the expenses of KEHRB, Summit County, KRED and KRI in administering and enforcing this Covenant.

Article VII Listing Price

7.1 Listing Price. The Listing Price of a Unit may not exceed the greater of:

(a) the purchase price paid by the Unit Owner for the Unit, plus (i) an increase of five percent (5%) of such purchase price per year from the date of the Unit Owner's purchase of the Unit to the date of the Unit Owner's execution of a listing contract in respect of such Unit, compounded annually (prorated at the rate of 1/12 for each whole month), and (ii) the amount of the Permitted Adjustments; or

(b) the purchase price paid by the Unit Owner for the Unit, plus (i) a percentage increase equal to the percentage increase of the median household income for Summit County, Colorado, as determined by HUD, from the date of the Unit Owner's purchase of the Unit to the date of the Unit Owner's execution of a listing contract in respect of such Unit and (ii) the amount of the Permitted Adjustments.

7.2 Permitted Adjustments. For purposes of determining the Listing Price, the following shall be permitted adjustments (the "Permitted Adjustments"):

(a) The costs of capital improvements made by the Unit Owner to the Unit, provided that (i) such capital improvements were approved in writing by KEHRB or required by a governmental agency or homeowner's association and (ii) with respect to each capital improvement, the Unit Owner furnished to KEHRB: (A) original or duplicate receipts verifying the actual costs expended by the Unit Owner for such capital improvement; (B) a certificate of the Unit Owner verifying that the receipts are valid and correct; (C) if such capital improvement was constructed or installed as a result of a requirement imposed by a governmental agency or homeowner's association, written certification from such governmental agency or homeowner's association of the applicable requirement; and (D) true and correct copies of any building permit or certificate of occupancy required to be issued by the local building department with respect to such capital improvement. Notwithstanding the foregoing to the contrary, the maximum amount of capital improvement costs that may be included for purposes of determining the amount of the Permitted Adjustments in respect of any Unit shall not exceed ten percent (10%) of the purchase price paid by the Unit Owner for such Unit (the "Capital Improvement Cap"): on the condition that, for every ten (10) year period after the date of a Unit Owner's purchase of a Unit, the Capital Improvement Cap shall be increased by an additional ten percent (10%) of the purchase price paid by the Unit Owner for the Unit. In calculating the costs under this Section 7.2(a), only the Unit Owner's actual out-of-pocket costs and expenses incurred in connection with the capital improvements shall be eligible for inclusion, not any amounts attributable to the Unit Owner's personal labor or "sweat equity" or to any appreciation in the value of the capital improvements.

(b) The amount of the Administration Fee required to be paid to KEHRB pursuant to Section 5.5 or Section 6.7 above.

(c) The amount of any commissions to be paid by the Unit Owner to the real estate broker(s) in connection with the sale of the Unit.

Article VIII

Change of Circumstance

8.1 Unit Owner as Resident. If a Unit Owner that resides in his Unit fails to maintain his status as a Qualified Occupant, the Unit Owner immediately shall (a) lease the Unit to a Qualified Occupant in accordance with Article IV above; or (b) sell the Unit to a Qualified Buyer in accordance with Article V above. If the Unit Owner fails to lease or sell the Unit within ninety (90) days after the date on which the Unit Owner loses his status as a Qualified Occupant, KEHRB may require, at its sole discretion, that such Unit Owner sell the Unit pursuant to a Mandatory Sale in accordance with Article VI above.

8.2 Unit Owner as Landlord. If the lessee of a Unit Owner fails to maintain his status as a Qualified

Occupant, the lessee's lease immediately shall terminate, and the Unit Owner shall (a) occupy the Unit (if the Unit Owner is a Qualified Occupant); (b) re-let the Unit to a Qualified Occupant in accordance with Article IV above; or (c) sell the Unit to a Qualified Buyer in accordance with Article V above. If the Unit Owner fails or refuses to occupy (if applicable), lease or sell the Unit within ninety (90) days after the date on which the lessee of the Unit Owner loses his status as a Qualified Occupant, KEHRB may require, at its sole discretion, that such Unit Owner sell the Unit pursuant to a Mandatory Sale in accordance with Article VI above.

8.3 Notice to KEHRB. A Unit Owner must notify KEHRB in writing of the occurrence of any event that would cause the Unit Owner or the Unit Owner's lessee to lose his status as a Qualified Occupant within five (5) days after the occurrence of such event. Whether or not such notice is given, in the event KEHRB determines that such an event has occurred (whether due to descent and inheritance following the death of a Unit Owner, loss of employment by a Unit Owner or a Unit Owner's lessee, or otherwise) and notifies the Unit Owner in writing of such determination, the Unit Owner shall take the action required to be taken by the Unit Owner pursuant to Section 8.1 or Section 8.2 above, as applicable.

Article IX Mortgage Default

9.1 Mortgage Default.

(a) It shall be a breach of this Covenant for a Unit Owner to default in the payment of, or any other obligation under, a mortgage secured by the Unit. Within five (5) days after the Unit Owner receives notice of default from a mortgagee under such mortgage, the Unit Owner must notify KEHRB in writing of such notice.

(b) Upon receipt of a notice of the default of a Unit Owner under a mortgage, KEHRB, at its sole discretion, may:

(i) require that the Unit Owner participate in loan counseling or distressed loan services, if such services are available;

(ii) demand that the Unit Owner sell the Unit pursuant to a Mandatory Sale in accordance with Article VI above (in order to avoid the commencement of any foreclosure proceeding against the Unit); and/or

(iii) directly cure the default or any portion thereof.

(c) In the event KEHRB cures such default, the Unit Owner shall execute a promissory note (the "KEHRB Note") to the order of KEHRB in a principal amount equal to the amounts expended by KEHRB to cure the default (including attorneys' fees and any other costs incurred by KEHRB) and shall deliver to KEHRB a deed of trust securing repayment of the KEHRB Note, which deed of trust shall encumber the Unit. The Unit Owner shall be personally liable to KEHRB for (i) all payments made by KEHRB to cure the default; (ii) all actual expenses of KEHRB incurred in curing the default (including attorneys' fees), plus an amount equal to one percent (1%) of all such costs; and (iii) interest on the amounts set forth in the preceding clauses (i) and (ii), which interest shall accrue at the rate specified in the KEHRB Note. The Unit Owner may cure the default and satisfy its obligations to KEHRB under the KEHRB Note at any time without penalty.

Article X Inspection and Hearing

10.1 Inspection Upon Reasonable Cause. In the event that KEHRB or Summit County has reasonable

cause to believe that a Unit Owner (or any lessee of the Unit Owner) is violating any provision of this Covenant, KEHRB or Summit County, through its authorized representative, may inspect the Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Unit Owner and/or such Unit Owner's lessee with no less than 24 hours written notice.

10.2 Notice of Violation and Hearing. In the event a violation of this Covenant is discovered, KEHRB shall send a notice of the violation to the Unit Owner detailing the nature of the violation. The Unit Owner shall have a period of fifteen (15) days after delivery of the notice to cure the violation. The notice shall state that the Unit Owner may request, within fifteen (15) days after delivery of the notice, a hearing before KEHRB to determine the merits of the allegations contained in the notice. If the Unit Owner neither requests a hearing nor cures the violation within the 15-day period, the Unit Owner shall be considered in breach of this Covenant. If a hearing is held before KEHRB, the decision of KEHRB based on the record of such hearing shall be final for the purpose of determining if a breach of this Covenant has occurred.

Article XI Remedies

11.1 All Remedies Available. KEHRB, Summit County, KRED and KRI shall have any and all remedies provided by law for the violation, breach, or prospective breach, of this Covenant or any of its terms, including without limitation the right to collect damages (including damages resulting from the sale of a Unit in violation of this Covenant, which damages are deemed to include without limitation the proceeds of the sale that exceed the Listing Price for the Unit at the time of the sale of such Unit); the right to seek specific performance and injunctive relief (including an injunction requiring the sale of a Unit by the Unit Owner pursuant to a Mandatory Sale in accordance with Article VI above or an injunction prohibiting the sale of a Unit in violation of this Covenant); and the right to evict non-complying Unit Owners, lessees and/or other occupants of a Unit. Any requirement imposed by Colorado law for the posting of a bond or other security in connection with the granting of an injunction is hereby waived by the Unit Owner. The costs of any sale or other activity taken in response to a violation or breach of this Covenant, including attorneys' fees, shall be paid by the non-complying Unit Owner upon demand or, if not so paid, shall be taxed against the proceeds of the sale of the Unit, with the balance of such proceeds being paid to the Unit Owner. In the event the parties resort to legal action, arbitration or any other similar proceeding with respect to any or all provisions of this Covenant, the prevailing party shall be entitled to recover damages and costs, including reasonable attorneys' fees, provided that no fees or costs shall be assessed against any party that does not actively and materially participate in the prosecution or defense of such action.

11.2 KEHRB as Attorney-In-Fact. If any Unit Owner fails or neglects to execute and/or deliver any Listing Contract, lease, deed, or other instrument or document required to be executed or delivered by this Covenant, such Unit Owner shall be deemed to have appointed KEHRB, or its designee, as his attorney-in-fact to execute and deliver such instrument or document. Such appointment shall be deemed to be coupled with an interest and shall be irrevocable.

Article XII Non-Liability

KEHRB, Summit County, KRED and KRI and their respective employees, members, officers and agents shall not be liable to any Unit Owner or third party by virtue of the exercise of their respective rights or the performance of their respective obligations under this Covenant. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Covenant, (a) the monetary limitations contained in, and any other rights, immunities and protections afforded by, the Governmental Immunity Act, CRS §§ 24-10-101, et seq., as may be amended, and (b) any other limitations, rights, immunities and protections otherwise available to the parties.

Article XIII
General Provisions

13.1 Notices. All notices and demands required or permitted under this Covenant shall be in writing, as follows: (a) by hand delivery to the party entitled to receive it; (b) by certified mail, return receipt requested, postage prepaid, in which case the notice shall be deemed to be given three (3) days after the date of its mailing; (c) by Federal Express or any other overnight carrier, with all charges prepaid, in which case the notice shall be deemed to be given as of the date it is sent; or (d) by facsimile to the facsimile number of the appropriate party indicated below, in which case it will be deemed received at the time indicated on the facsimile report confirming error-free transmission. Until changed by notice given in accordance with this Section 13.1, the addresses used for giving notice shall be as follows:

To KEHRB:

Address: _____

Fax: _____

Telephone: _____

To Summit County:

Address: _____

Fax: _____

Telephone: _____

With a copy to: _____

Fax: _____

Telephone: _____

To KRED:

Address: Keystone/Intrawest L. L. C
P. O. Box 8876
Keystone, Colorado 80435

Fax: (970)496-4534

Telephone: (970)496-4530

With a copy to:

Jacobs Chase Frick Kleinkopf & Kelley, LLC
1050 17th Street, Suite 1500
Denver, CO 80265
Attn: Kevin H. Kelley, Esq.

Fax: (303) 685-4869
Telephone: (303) 685-4800

To KRI:

Address: Vail Summit Resorts, Inc.
P.O. Box 38
Keystone, CO 80435
Attention: _____
Fax: (970) 496-4105
Telephone: (970) 496-4100

With copy to:

Ingrid J. Keiser, Esq.
Keystone Resorts
P.O. Box 38
Keystone, CO 80435
Fax: (970) 496-4105
Telephone: (970) 496-4276

To Unit Owner:

To the address of the Unit Owner as set forth in the recorded deed by which the Unit Owner took title to the Unit.

13.2 Exhibits. All exhibits attached hereto are incorporated herein and by this reference made a part hereof.

13.3 Severability. Whenever possible, each provision of this Covenant and other related documents shall be interpreted in such a manner as to be valid under applicable law, but if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant.

13.4 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties. In the event that the real property included within the Keystone PUD hereafter becomes a part of an incorporated municipal entity, the term "Summit County" shall be construed to mean such municipality, and such municipality shall be deemed to be the successor to Summit County for the purposes of the benefit and enforcement of this Covenant.

13.5 Section Headings. Article and Section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

13.6 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Covenant, except that the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

13.7 Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.

13.8 Personal Liability. Each Unit Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

13.9 Further Actions. The covenantor and the beneficiaries of this Covenant agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.

13.10 Modifications. The parties to this Covenant agree that any modifications of this Covenant shall be effective only when made by writings signed by KEHRB, Summit County, KRED, and KRI and recorded with the Clerk and Recorder of Summit County, Colorado.

13.11 Choice of Law. This Covenant and each and every related document shall be governed by and constructed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, Keystone/Intrawest L.L.C. has executed this instrument on the day and year above first written.

Keystone/Intrawest L.L.C., a Delaware limited liability company d/b/a Keystone Real Estate Developments

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of Keystone/Intrawest L.L.C.

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

Notary Public

EXHIBIT P-3

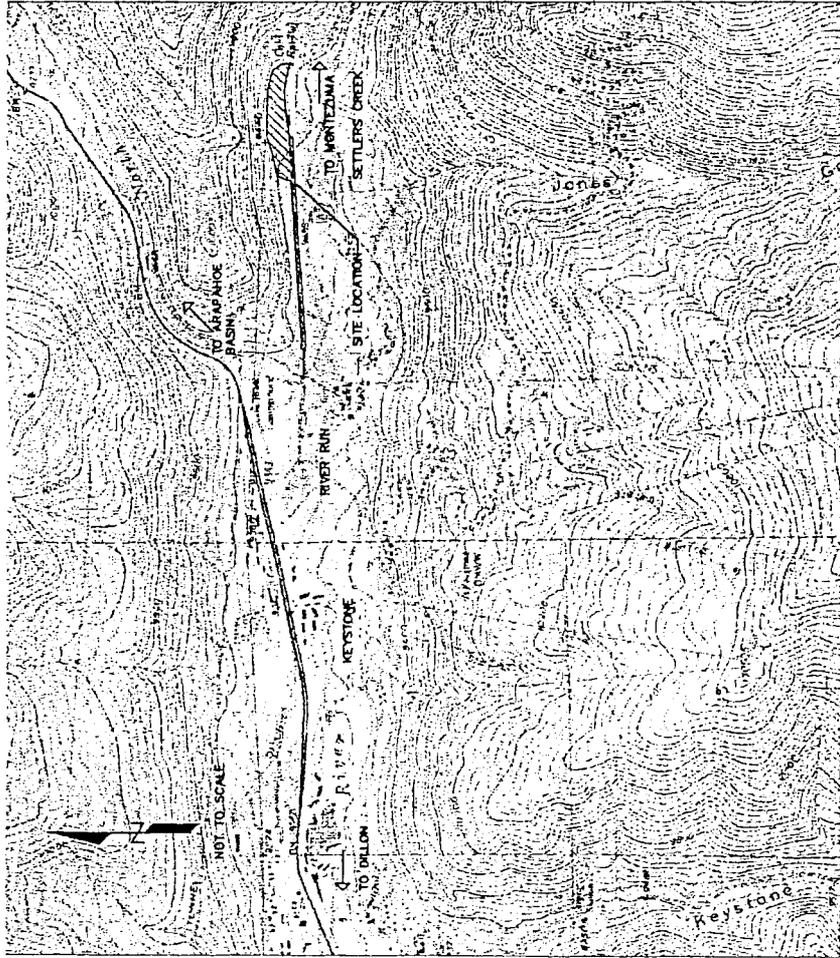
Rental agreements for Long Term Rental Units and Seasonal Housing Units shall contain a provision similar in content to one of the following:

“Tenant acknowledges that this Agreement contemplates Tenant’s continued employment with [name of employer]. Should Tenant’s employment with [name of employer] be terminated for any reason, Tenant understands and agrees that this Agreement shall terminate within 72 hours of employment termination.”

“Tenant acknowledges that this Agreement contemplates Tenant’s continued employment with [name of employer]. Should Tenant’s employment with [name of employer] terminate for any reason and tenant has not been employed by another employer located within the Keystone Resort PUD or Summit County, Tenant understands and agrees that this Agreement shall terminate 7 days following tenant’s termination of employment with [name of employer].”

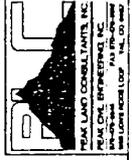
SKI TIP REZONING 2002 POWER LINE LOT - MONTEZUMA ROAD / PATH IMPROVEMENTS KEYSTONE, SUMMIT COUNTY, COLORADO

CONCEPT PLANS

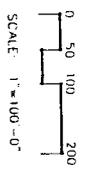
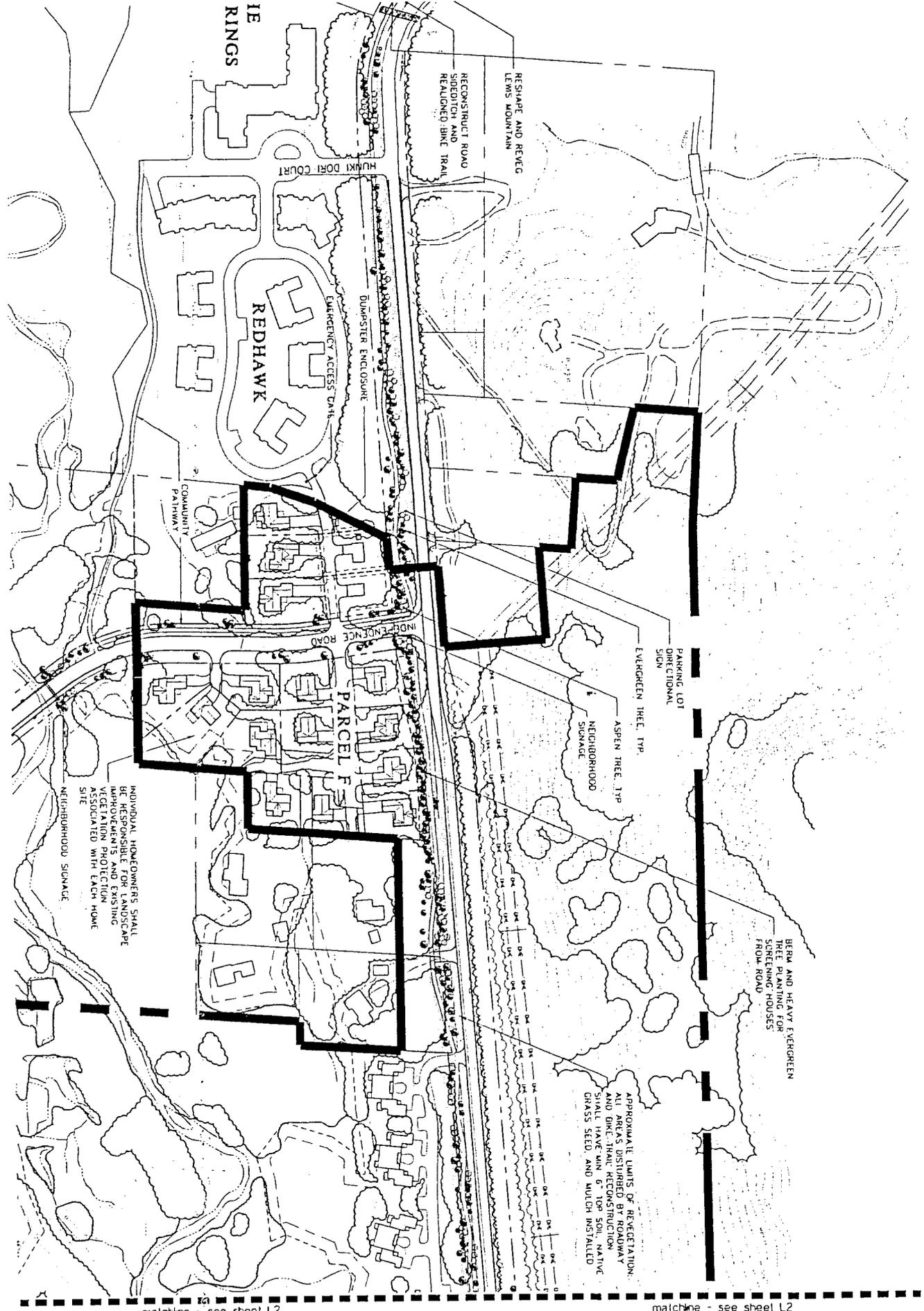


SHEET INDEX	
COVER SHEET	SHEET C00
EXISTING CONDITIONS PLAN	SHEET EX11
MONTEZUMA ROAD / PATH PLAN	SHEET C11
MONTEZUMA ROAD / PATH PLAN	SHEET C12
POWER LINE LOT PARKING PLAN	SHEET C21
POWER LINE LOT SHOW STORAGE PLAN	SHEET C22
POWER LINE LOT GRADING PLAN	SHEET C23
POWER LINE LOT UTILITY PLAN	SHEET C24
LANDSCAPE PLAN	SHEET L1
LANDSCAPE PLAN	SHEET L2
LANDSCAPE PLAN	SHEET L3
SITE APPURTENANCES AND DETAILS	SHEET L4
SITE APPURTENANCES AND DETAILS	SHEET L5
ARCHITECTURAL CHARACTER SKETCHES	SHEET A1
ARCHITECTURAL CHARACTER SKETCHES	SHEET A2

VICINITY MAP



SHEET
C00



matchline - see sheet L2

matchline - see sheet L2

1"=100'
SHEET NUMBER
L1

DATE: 02/28/02
PROJECT NAME: SKI TIP
PROJECT NUMBER: 01235
DESIGN: qb
DRAWN: ci
CHECKED: qb
REVISIONS:

PROJECT NUMBER: 01235
DESIGN: qb
DRAWN: ci
CHECKED: qb
REVISIONS:

Ski Tip Rezoning 2002

Power Line Lot · Montezuma Road
Bike Path Improvements

Integratel / Kevstone LLC

dhm design
Landscape Architecture
Urban Design / Urban Planning
Environmental Planning

1981 Lawrence St. Suite 200
Berkeley, CA 94704
Phone: 415.871.7344
Fax: 415.871.7344
www.dhmdesign.com

Owner: City of Berkeley, Department of Public Works

DATE: 02/28/02

PROJECT NUMBER: 01235

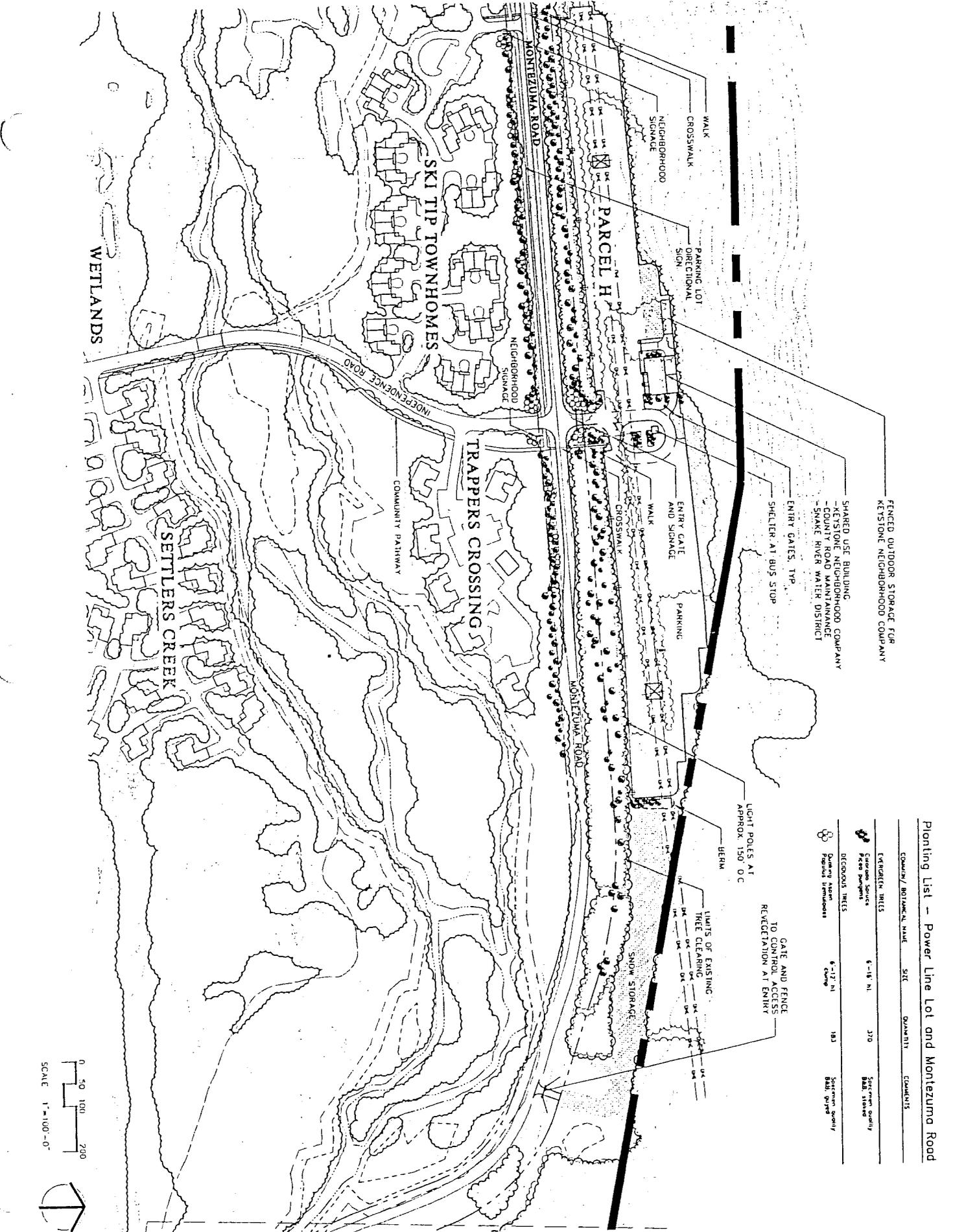
DESIGN: qb
DRAWN: ci
CHECKED: qb

REVISIONS:

DATE: 02/28/02

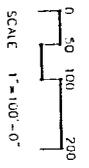
PROJECT NAME: SKI TIP

PROJECT NUMBER: 01235



Planting List - Power Line Lot and Montezuma Road

Quantity / Botanical Name	Size	Quantity	Comments
Evergreen Inlets			
Greenhouse Spruce	6'-18" Ht.	370	Species quality
Green Spruce			Ball, 18" dia.
Deciduous Inlets			
Planting Name	6'-12" Ht. Group	183	Species quality
Planting Name			Ball, 18" dia.



Ski Tip Rezoning 2002
 Power Line Lot - Montezuma Road
 Bike Path Improvements

PROJECT NAME: Ski Tip Rezoning 2002
 PROJECT NUMBER: 02722
 DATE: 02/22/02
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

LANDSCAPE ARCHITECTURAL
 URBAN DESIGN/LAND PLANNING
 ENVIRONMENTAL PLANNING

dhm designer

1000 Lawrence B. Hall, Suite 100
 Denver, Colorado 80202
 Tel: 303.733.1111
 Fax: 303.733.1112
 Email: dhmdesigner@earthlink.net
 Website: www.dhmdesigner.com

REUSE OF DOCUMENT?

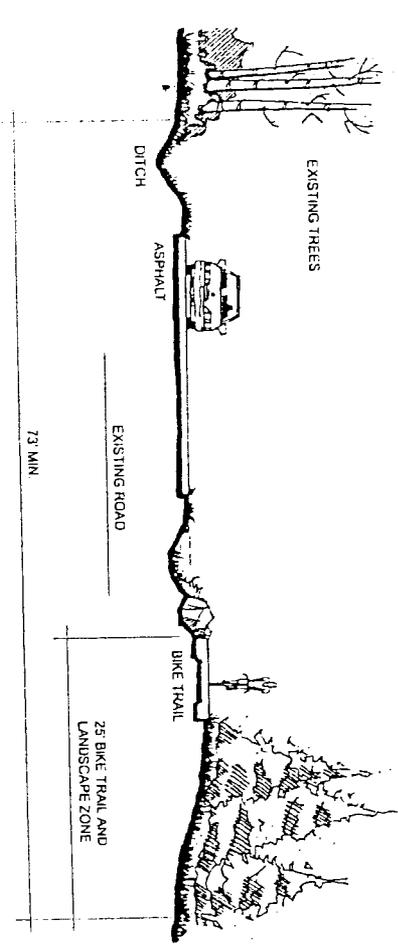
The design of this project was prepared by the architect and landscape architect for the purpose of the rezoning of the site. The design is not intended to be used for any other purpose without the written consent of the architect and landscape architect.

SCALE: 1"=100'-0"

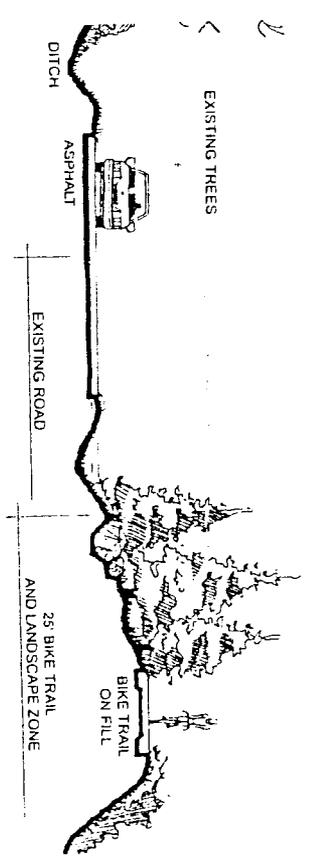
SHEET 12



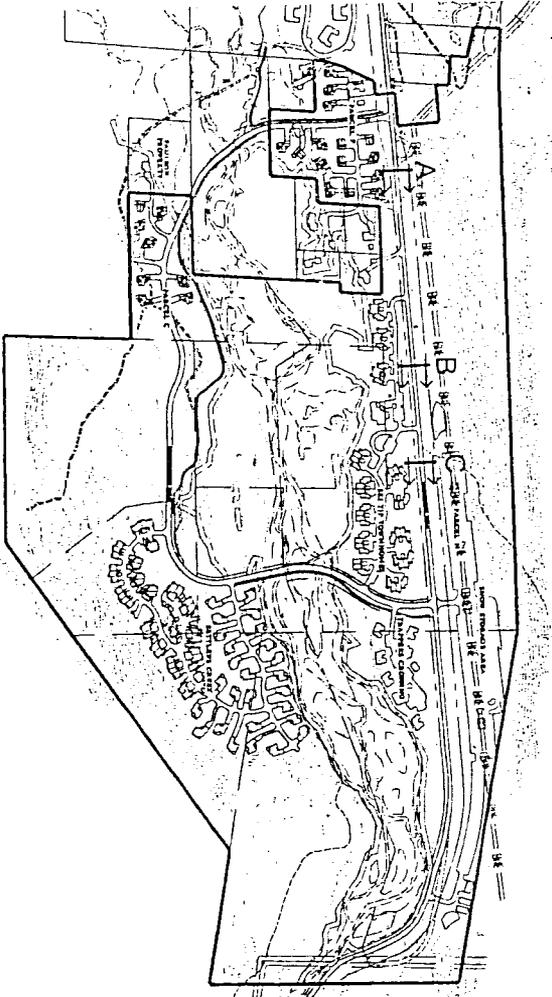
MONTEZUMA ROAD AND BIKE TRAIL
N.T.S.



MONTEZUMA ROAD AND BIKE TRAIL
SECTION C
N.T.S.



MONTEZUMA ROAD AND BIKE TRAIL
N.T.S.



SECTION KEY

dim designer
 CONSULTING ARCHITECTS
 1000 JEFFERSON AVENUE
 SUITE 1000
 DENVER, COLORADO 80202
 PHONE: 303.733.1111
 WWW.DIMDESIGNER.COM

REUSE OF DOCUMENT
 The recipient of this document agrees to use the information contained herein for the project and site identified in the title block only. Any other use, reproduction, or distribution of this document without the written consent of dim designer is prohibited.

Ski Tip Rezoning 2002

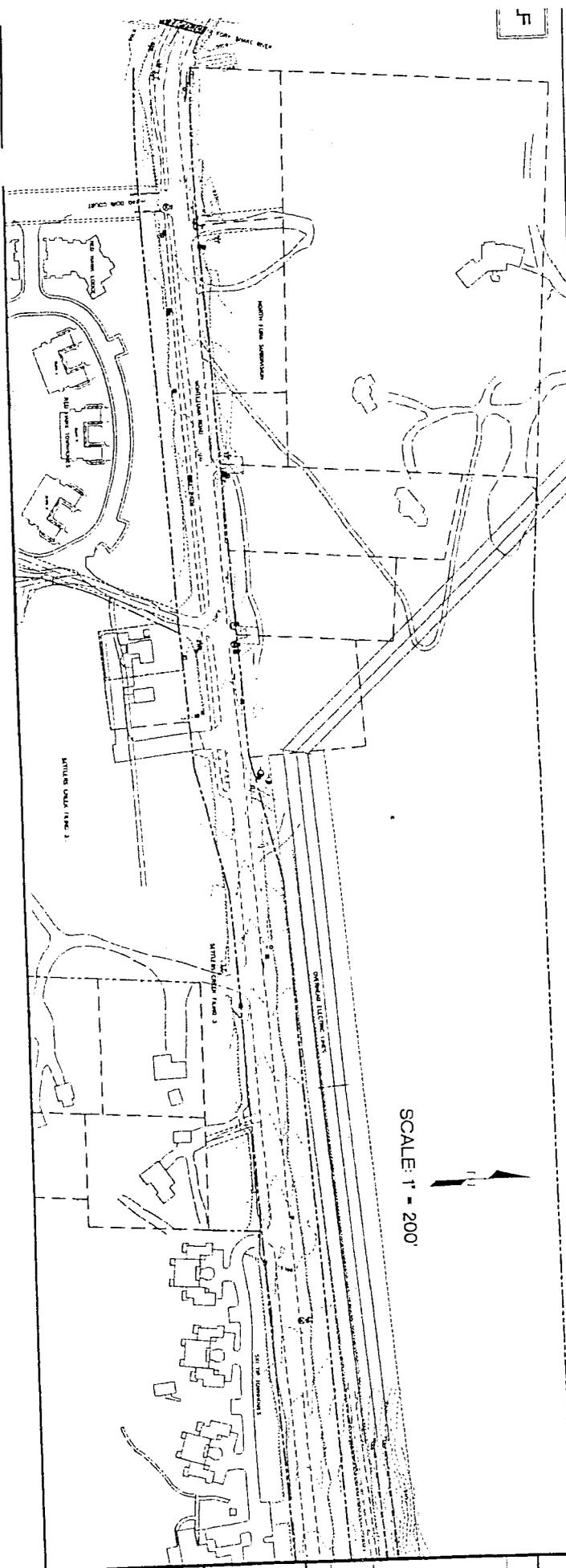
Power Line Lot - Montezuma Road
Bike Path Improvements

PROJECT NUMBER	01235	DATE	02/27
DESIGNED BY	GP		
DRAWN BY	CI		
CHECKED BY	GP		
DATE	02/27/02		

SCALE: AS SHOWN

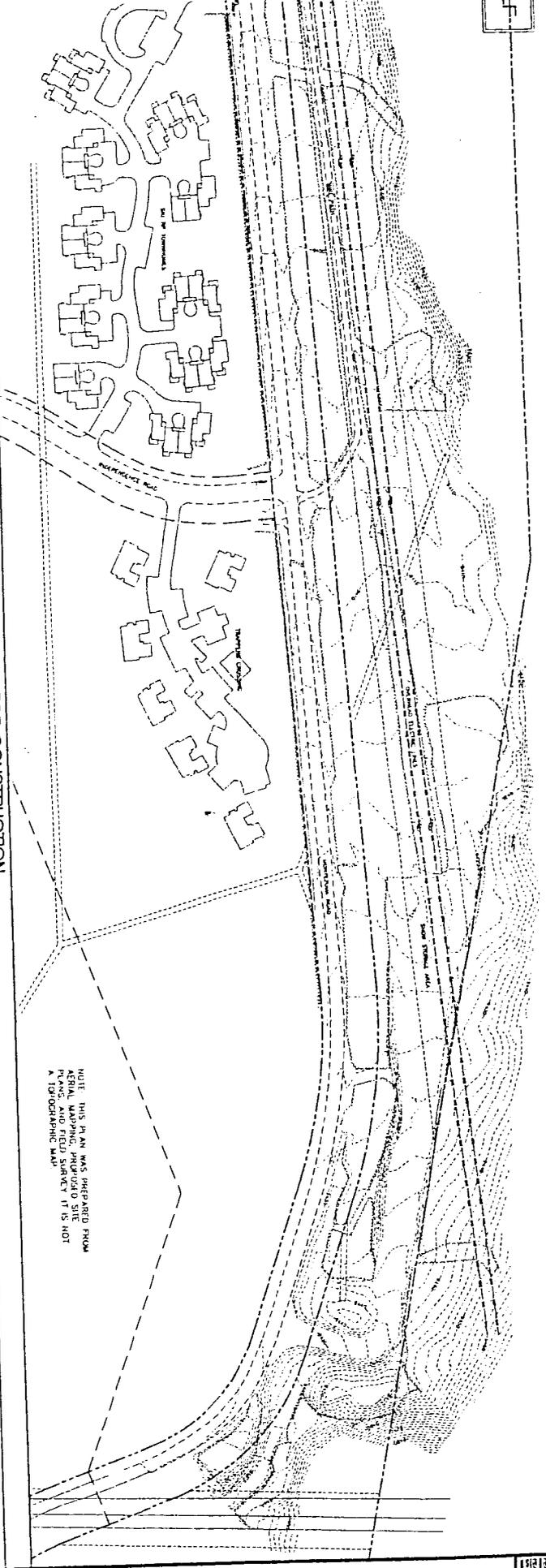
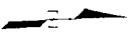
SHEET 04 OF 04

L4



CONCEPT PLANS - NOT FOR CONSTRUCTION

SCALE: 1" = 200'



NOTE: THIS PLAN WAS PREPARED FROM AERIAL MAPPING. PROPOSED SITE PLANS AND FIELD SURVEY IT IS NOT A TOPOGRAPHIC MAP.

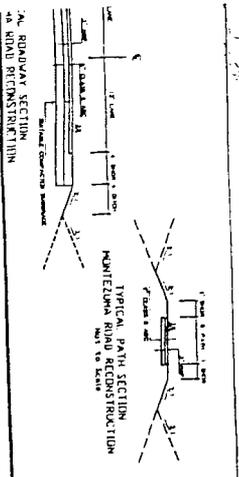
EXISTING CONDITIONS PLAN

SKI TIP REZONING 2002
 POWER LINE LOT - MONTEZUMA ROAD / PATH IMPROVEMENTS
 KEYSTONE, SUMMIT COUNTY, COLORADO

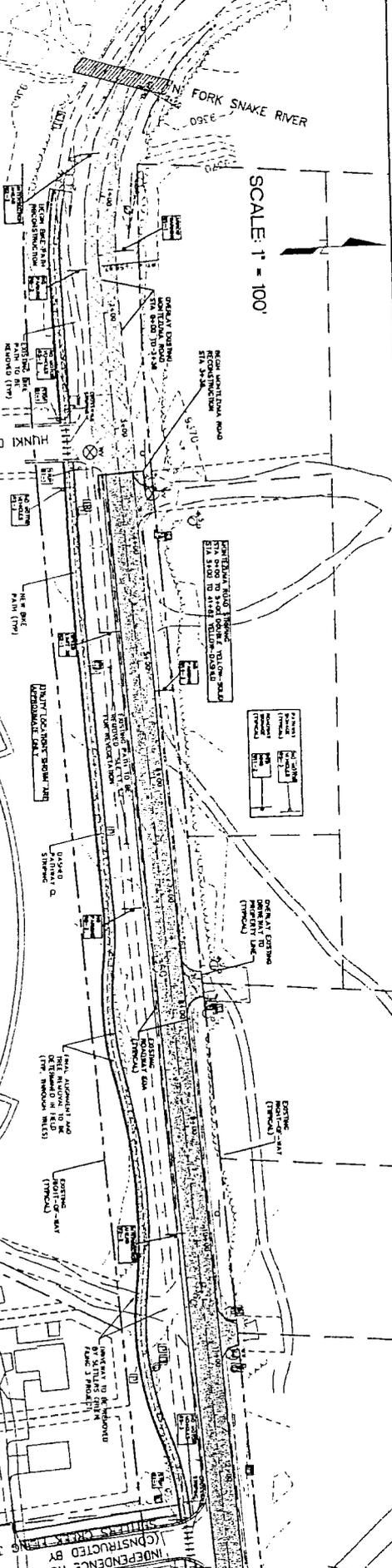
SHEET
 EX11

DRAWN
 DESIGNED BY
 REVIEWED
 DATE 03/20



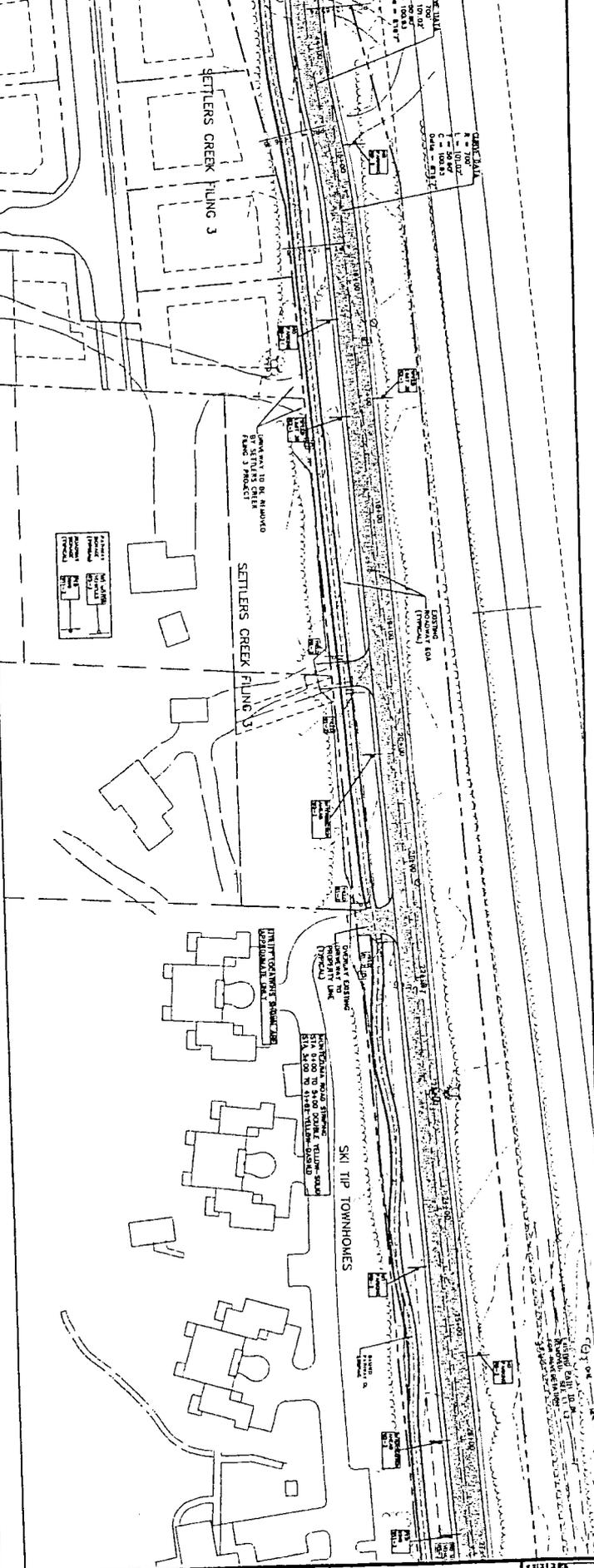


12' TRAVEL LANE
6' SHOULDER
12' WIDE CONCRETE SIDEWALK
12' WIDE CONCRETE CURB



SCALE: 1" = 100'

CONCEPT PLANS - NOT FOR CONSTRUCTION



MONTEZUMA ROAD / PATH PLAN

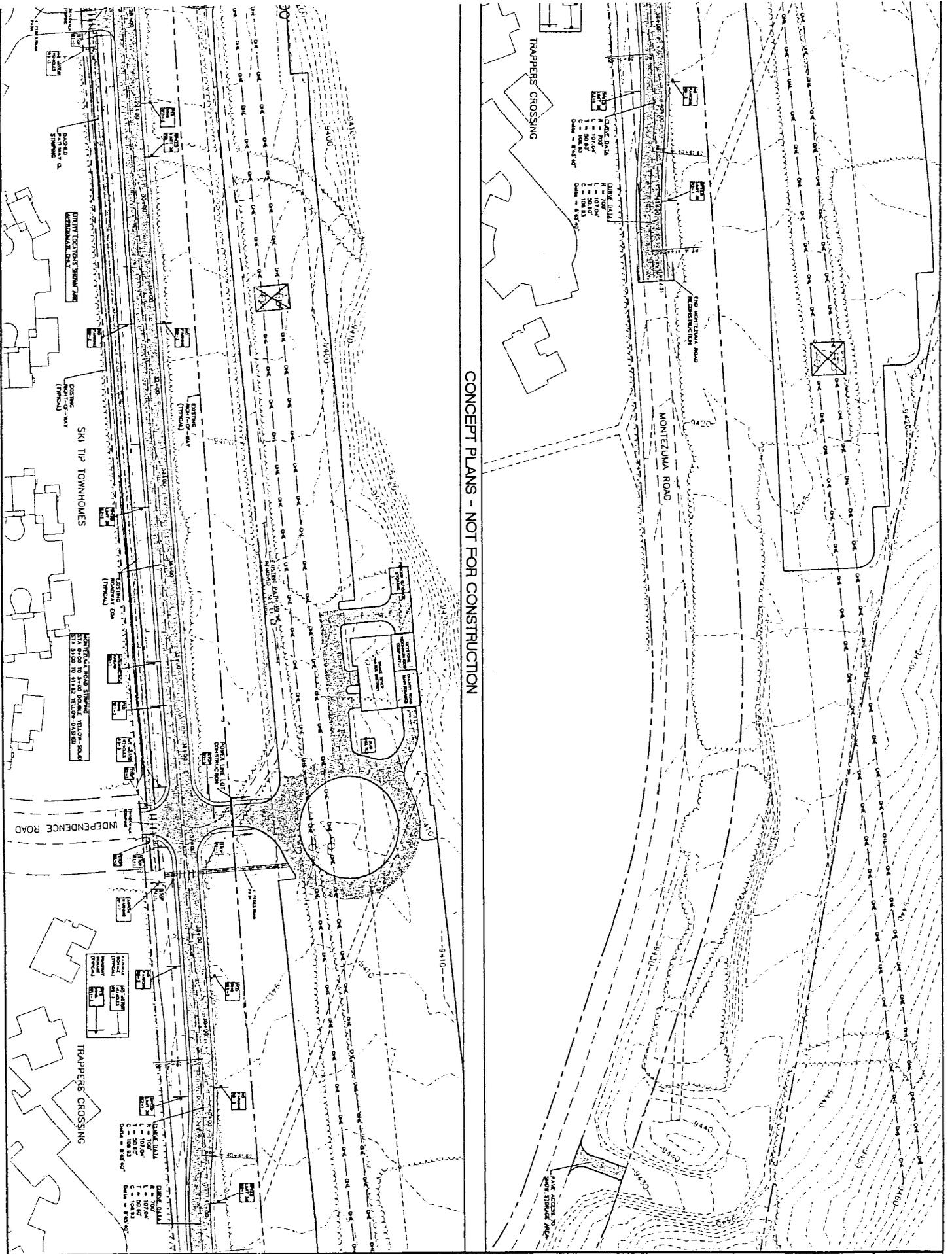
SKI TIP REZONING 2002
POWER LINE LOT - MONTEZUMA ROAD / PATH IMPROVEMENTS
KEYSTONE, SUMMIT COUNTY, COLORADO

SHEET
C11

DESIGNED BY
CHECKED BY
DATE 01/07/02

NO.	DATE	DESCRIPTION	BY
1	6/17/02	PARKING REVISIONS	MT





CONCEPT PLANS - NOT FOR CONSTRUCTION

MONTEZUMA ROAD / PATH PLAN

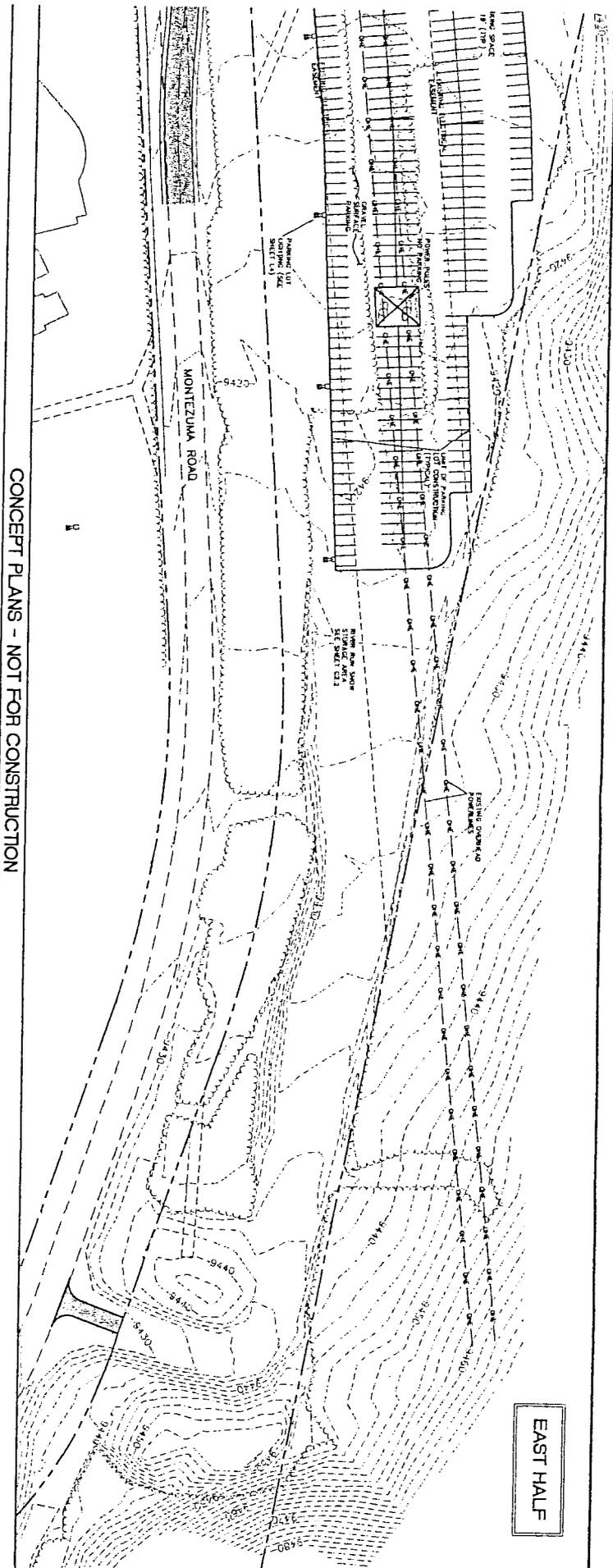
SKI TIP REZONING 2002
 POWER LINE LOT - MONTEZUMA ROAD / PATH IMPROVEMENTS
 KEYSTONE, SUMMIT COUNTY, COLORADO



NO.	DATE	DESCRIPTION	BY
1	6/17/02	PARKING REVISIONS	JH

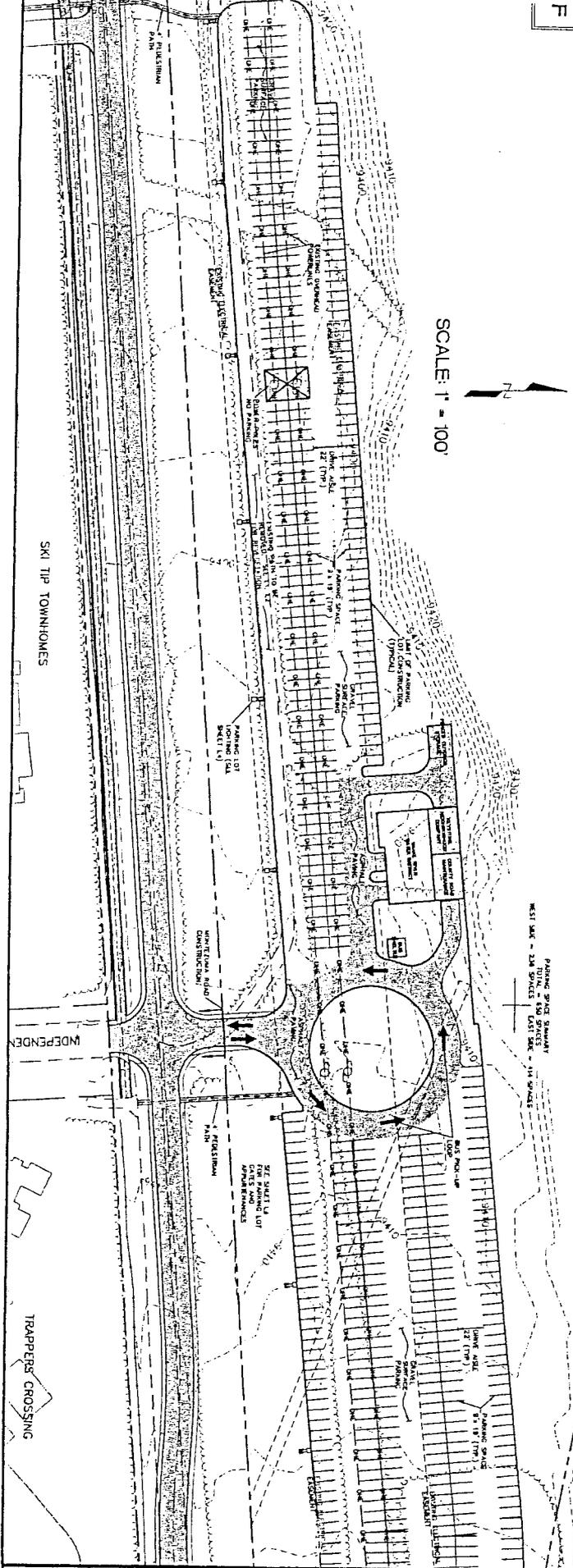
U:\AWM\1
 DESIGNED BY: JH
 REVIEWED BY: JH
 P.L.C. JWB/JH
 DATE: 01/01/02

SHEET
 C12



EAST HALF

CONCEPT PLANS - NOT FOR CONSTRUCTION

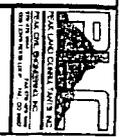


SCALE: 1" = 100'

PARKING SPACE SUMMARY
 TOTAL = 630 SPACES
 WEST SIDE = 234 SPACES
 EAST SIDE = 296 SPACES

POWER LINE LOT PARKING PLAN

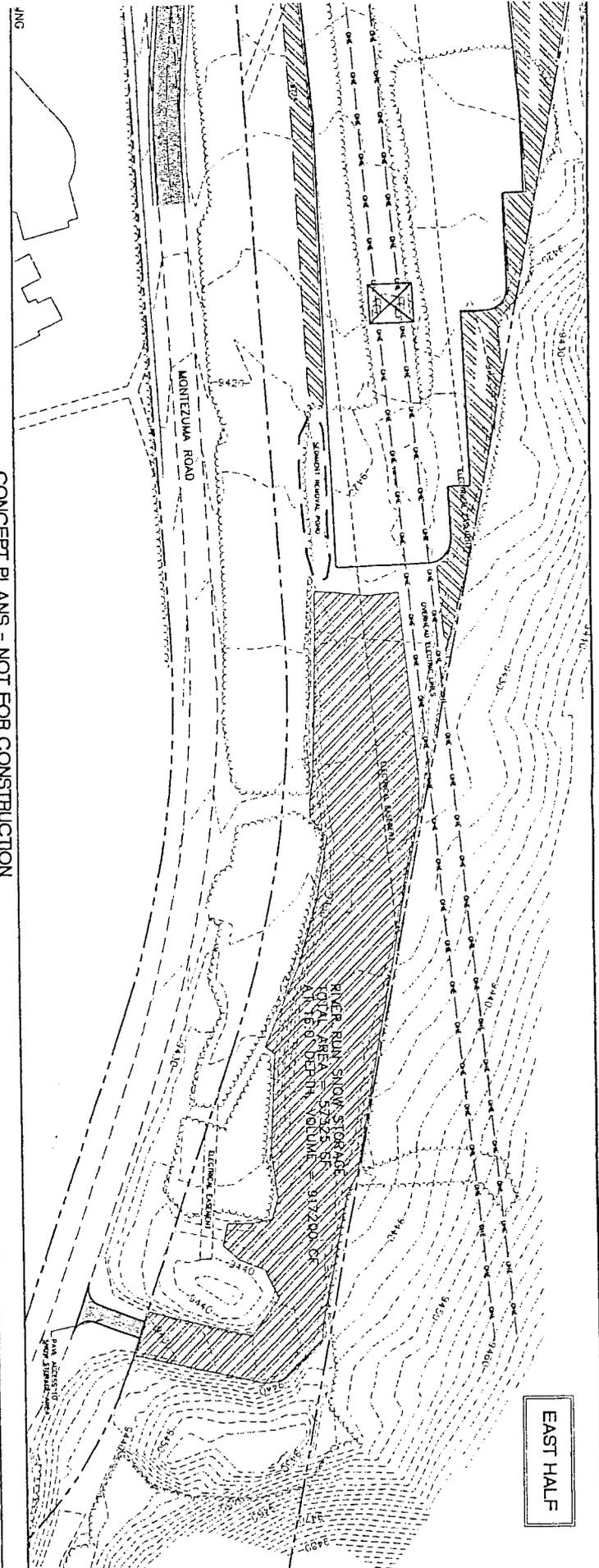
SKI TIP REZONING 2002
 POWER LINE LOT - MONTEZUMA ROAD / PATH IMPROVEMENTS
 KEYSTONE, SUMMIT COUNTY, COLORADO



NO.	DATE	DESCRIPTION	BY
1	5/17/02	PARKING REVISIONS	ME

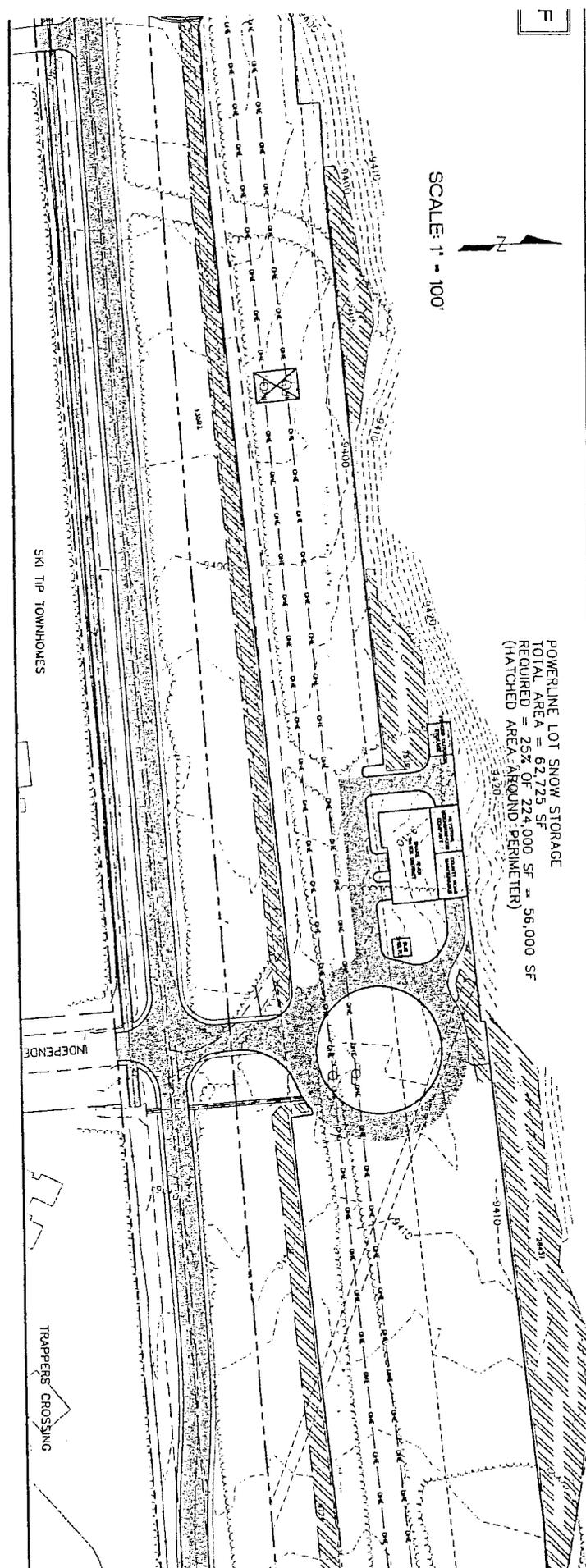
DRAWN: J.E.
 DESIGNED BY: J.E.
 REVIEWED: J.E.
 P.L.C. JOB#: 1045
 DATE: 03/01/02

SHEET
 C21



EAST HALF

POWER LINE LOT SNOW STORAGE PLAN
 SKI TIP REZONING 2002
 POWER LINE LOT - MONTEZUMA ROAD / PATH IMPROVEMENTS
 KEYSTONE, SUMMIT COUNTY, COLORADO



POWERLINE LOT SNOW STORAGE
 TOTAL AREA = 62,725 SF
 REQUIRED = 25% OF 224,000 SF = 56,000 SF
 (HATCHED AREA AROUND PERIMETER)

SCALE: 1" = 100'



SKI TIP TOWNHOMES

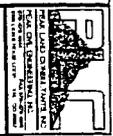
INDEPENDENCE

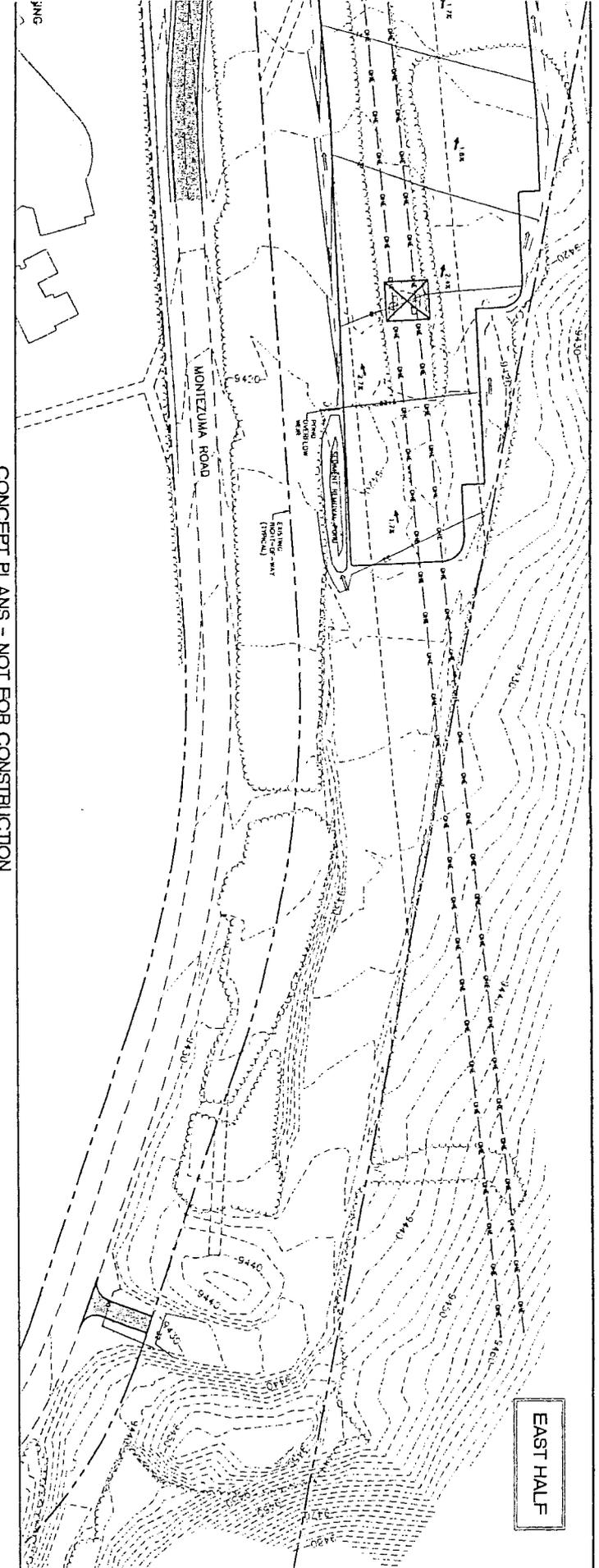
TRAPPERS CROSSING

DRAWN: JE
 DESIGNED BY: JE
 REVIEWED: JE
 P.L.C. 3087 1043
 DATE: 03/01/02

SHEET
C22

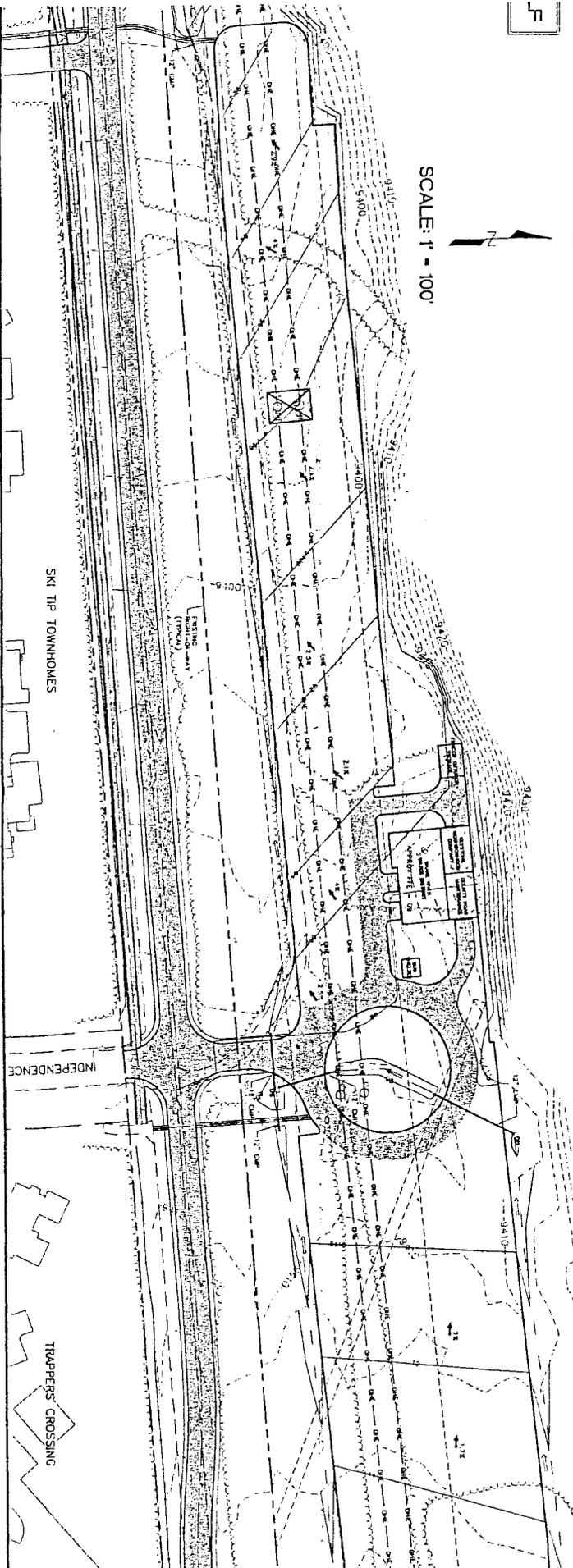
NO.	DATE	DESCRIPTION	BY
1	12/17/02	PARKING REVISIONS	MT





EAST HALF

CONCEPT PLANS - NOT FOR CONSTRUCTION



SCALE: 1" = 100'

POWER LINE LOT GRADING AND DRAINAGE PLAN

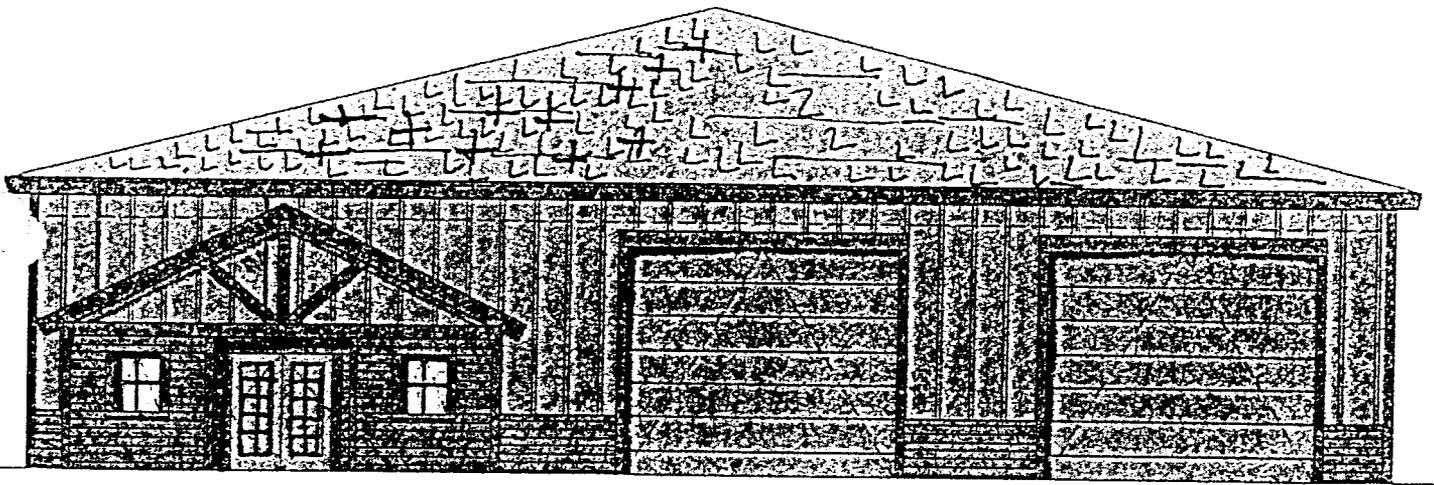
SKI TIP REZONING 2002
 POWER LINE LOT - MONTEZUMA ROAD / PATH IMPROVEMENTS
 KEYSTONE, SUMMIT COUNTY, COLORADO



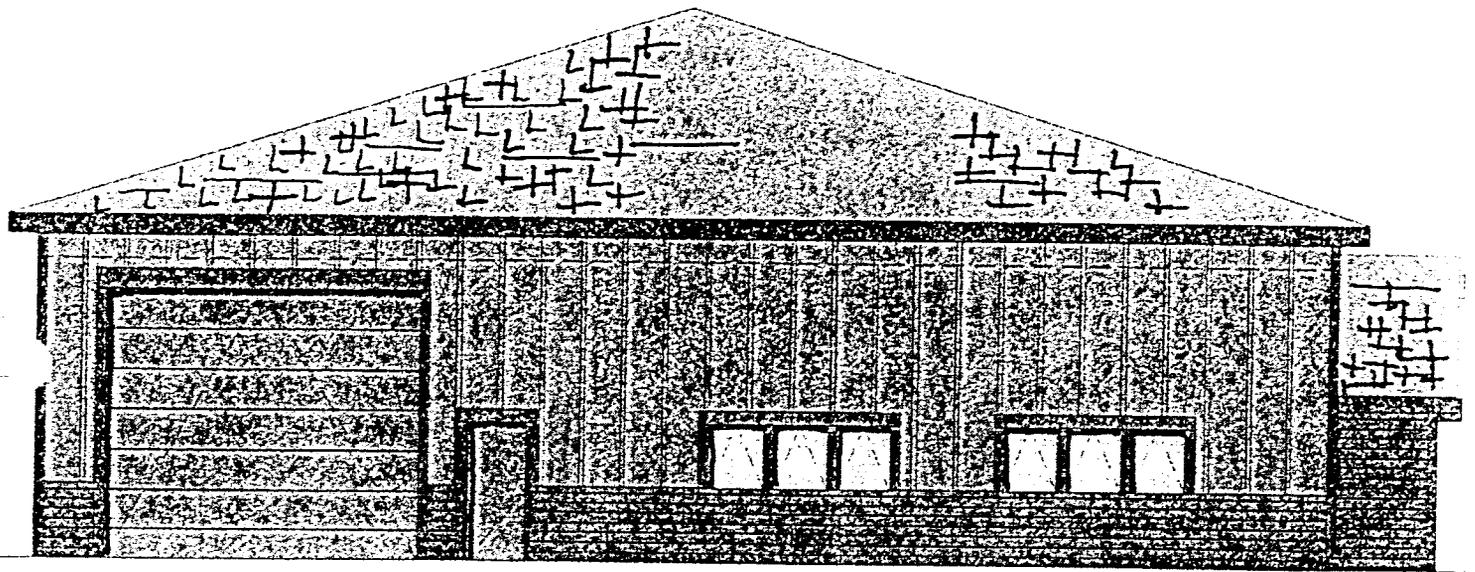
NO.	DATE	DESCRIPTION
1	12/17/02	PARKING REVISIONS

DESIGNED BY: J.E.
 REVIEWED BY: J.E.
 P.L.C. #096 1045
 DATE: 01/09/02

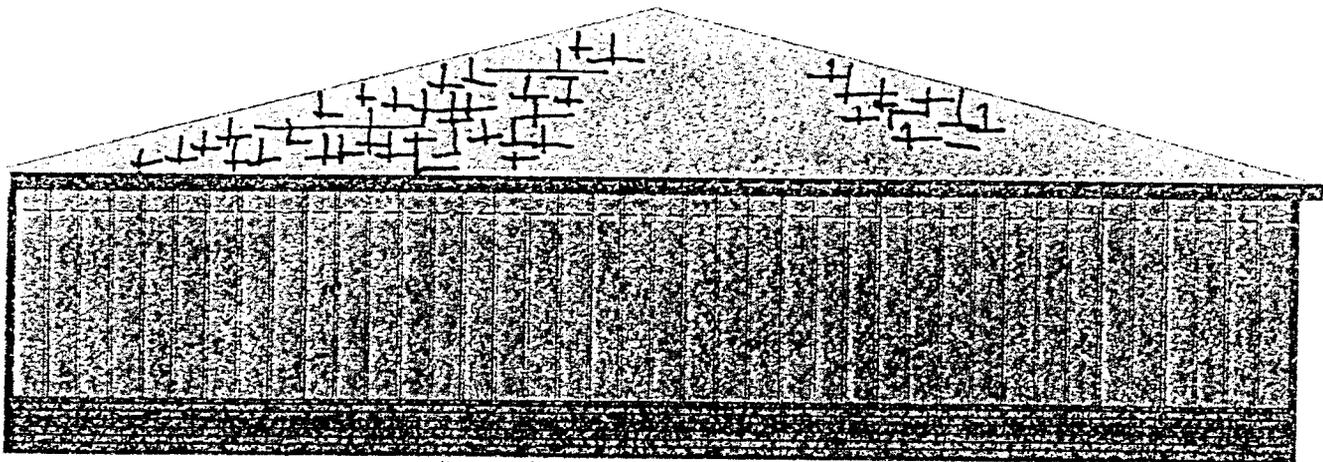
SHEET
 C23



FRONT ELEVATION



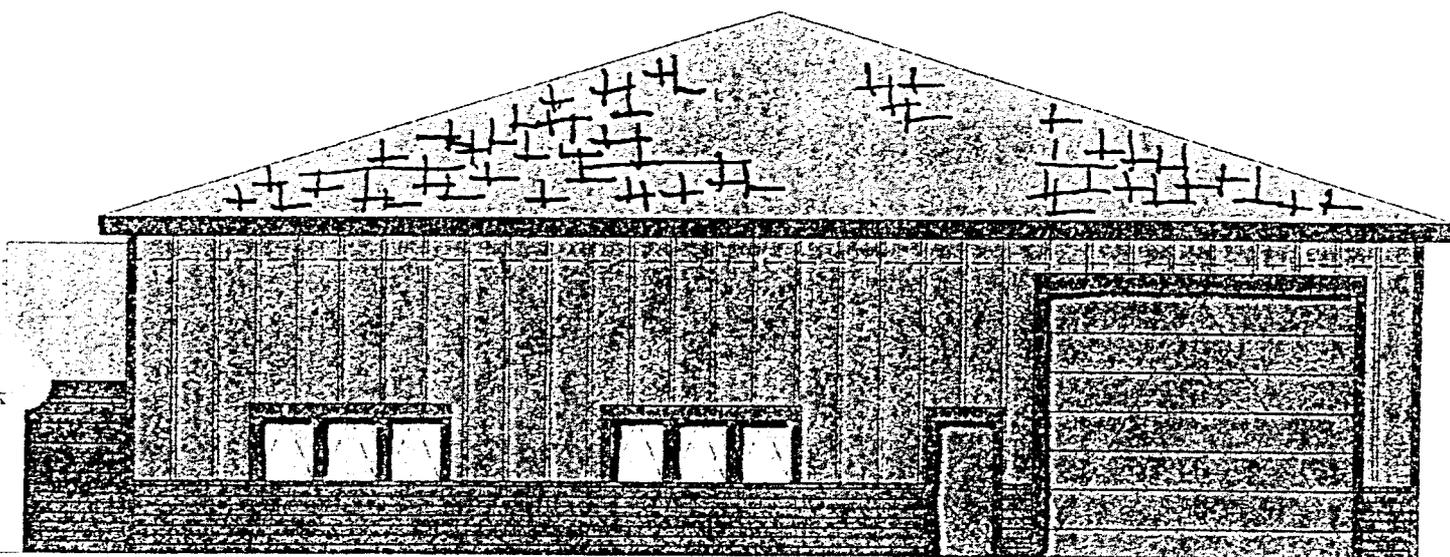
LEFT ELEVATION



REAR ELEVATION



ARCHITECTURE



RIGHT ELEVATION