

If members of the public wish to attend the meeting digitally the link is below in yellow. The meeting will go on in person regardless of technical difficulties with Zoom.

WINTER PARK TOWN COUNCIL MEETING

Winter Park Town Hall – 50 Vasquez Road

Tuesday, September 6, 2022 – 4:15 p.m.

Dinner Provided



Meeting will go directly into the executive session (closed to the public); Council will recess at 5p.m. and resume the regular meeting at 5:30 p.m.

AGENDA

1. Meeting Call To Order
 - a. Pledge of Allegiance
 - b. Roll Call of Council Members

2. Executive Sessions Pursuant to:
 - a. C.R.S. 24-6-402(4)(b) to hold conference with Town Attorney to receive legal advice on specific legal questions related to the regulated marijuana business licensing process.

RECESS WILL RESUME REGULAR MEETING AGAIN AT 5:30 p.m.

3. Resume Meeting 5:30 p.m.

4. Town Hall Meeting (*Public Comment*)

Public Comment is restricted to three minutes per person, and you must state your name and physical address for the record. Please be mindful of not reiterating other people's comments.

5. Consent Agenda
 - a. Approval of August 16, 2022, Regular Meeting Minutes
 - b. Resolution 2004, A Resolution Declaring Unused Vehicles and Equipment as Surplus Property and Authorizing its Sale or Disposal

6. Action Items
 - a. Public Hearing (continued from August 16) – Final Development Plan – Cooper Creek Village, Cooper Creek North, and Cooper Creek South/Annexation Agreement – Cooper Creek Village



- b. Public Hearing – Special Event Approvals – Plein Air @ Altitude and Fall Fest
 - c. Resolution 2005, A Resolution Authorizing Alpine Trail Easement
 - d. Resolution 2006, A Resolution Approving a \$50,000 Donation to the Middle Park Health Foundation as a Contribution Toward the Fraser Medical Campus
 - e. Resolution 2007, A Resolution Regarding Funding and Continuation of the Incentive Program to Encourage Property Owners to Enter into Long-Term Master Leases with Local Small Business for Employee Housing Based on Established Rules and Guidelines
 - f. Resolution 2008, A Resolution Recommending a Winter Park Citizen Representative to the Board of County Commissioners for Appointment to the Open Lands, Rivers and Trails Advisory Committee
7. Town Manager’s Report
 8. Mayor’s Report
 9. Town Council Items for Discussion

You are invited to a Zoom webinar.

When: September 6, 2022 05:30 PM Mountain Time (US and Canada)

Topic: Town of Winter Park Meeting

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_DWzbonYxRzOczSD94EVv3w

MINUTES

DATE: Tuesday, August 16, 2022

MEETING: Winter Park Town Council

PLACE: Town Hall Council Chambers and Zoom Meeting Call

PRESENT: Mayor Nick Kutrumbos, Councilors, Rebecca Kaufman, Art Ferrari, Jeremy Henn, and Michael Periolat, and Town Manager Keith Riesberg, Assistant Town Manager Alisha Janes, Town Attorney Hilary Graham, and Town Clerk Dani Jardee

OTHERS
PRESENT: Community Development Director James Shockey, Chief of Police Glen Trainor, Town Planner Hugh Bell, Public Works Director Gerry Vernon via Zoom, and Finance Director Beth Williams via Zoom

Mayor Nick Kutrumbos called the meeting to order at 5:30 p.m.

Mayor Nick Kutrumbos led those present in reciting the Pledge of Allegiance.

2. Town Hall Meeting

2.a. David Buckley – Candidate for State Representative District 13

Candidate David Buckley introduced himself to Town Council.

Cannabis Business Attorney Brian Blumenfeld asked Council to consider allowing for a good cause exception or variance process to the 500-foot distance requirement in Ordinance 559 in relation to regulated marijuana businesses.

3. Consent Agenda

3.a. Approval of August 2, 2022, Regular Meeting Minutes

Councilor Art Ferrari moved and Councilor Rebecca Kaufman seconded the motion approving the Consent Agenda. Motion carried: 5-0.

4. Action Items

4.a. Public Hearing – Final Development Plan – Cooper Creek Village, Cooper Creek North, and Cooper Creek South/Annexation Agreement – Cooper Creek Village

Community Development Director James Shockey stated we are here tonight to give an overview of the FDP (final development plan) and annexation agreement for Cooper Creek Village, as well as to take public comment. Mr. Shockey presented an overview (summarized below, the presentation did include maps to help understand the zoning, etc. he discussed). Mr. Shockey reviewed a timeline of where the Town is in the process. Mr. Shockey stated the properties under consideration for this FDP are Cooper Creek Village which totals 53 acres and if annexed into Town would come in as eleven different parcels, and also includes 10 parcels that are already

located in Town, totaling 5.65 acres known as Cooper Creek North (includes Cooper Creek Square, Allegiant Management Building and parking lots in that area) and Cooper Creek South (parcel across from Town Hall). Mr. Shockey stated if the 53 acres are annexed then the applicant is requesting planned development with underlying DC (destination center zone district) and RC (residential commercial service zone district) zoning. Mr. Shockey stated the two parcels already located in Town would be planned development with underlying DC zoning and the areas around the development are currently zoned R1 (single-family residential zone district), RC, and DC. Mr. Shockey stated the FDP takes the larger parcels and breaks them down into planning areas, there are ten proposed planning areas, each of those areas will have specific permitted uses, setbacks, densities, etc. which are all outlined in the FDP. Mr. Shockey stated in the FDP there is a land use table, and it breaks down the types of zoning; residential, mixed use, and public open space, the public open space is primarily the ski back trail. Mr. Shockey stated the density of the FDP, maximum allocation of 875 dwelling units, up to 720 overnight accommodation units (hotel rooms) and 150,000 sq. ft. of commercial space that includes what is already existing at Cooper Creek Square. Mr. Shockey stated they are proposing a density transfer of up to 10% in some areas without having to come back to Town Council with an amendment to the FDP, however it would have to go through Staff. Mr. Shockey stated the Planning Commission recommended no density transfer be allowed into area NPA-1 (which is adjacent to the Idlewild Meadows subdivision). Town Attorney Hilary Graham clarified that was a Planning Commission suggestion, not a fact as of now. Mr. Shockey stated building height for the development is proposed at 40 feet for single-family attached, single-family detached, and townhomes, 50 to 55 feet for multifamily (condominiums) depending on area, and up to 75 feet in Cooper Creek North and South if it is for hotel or lodging. Mr. Shockey stated area NPA-1 adjacent to Idlewild Meadows subdivision, the applicant has proposed to restrict development to single-family attached, single-family detached with 35 feet maximum building height, and would have a 30-foot landscape buffer along the development with a Type C buffer yard. Mr. Shockey stated Planning Commission reviewed this and recommended a Type D landscape buffer. Mr. Shockey stated for Cooper Creek North and South the applicant proposed 40 units per acre and building height of 40 feet up to 75 feet if 60% of building includes overnight accommodation units (hotel rooms). Mr. Shockey stated site characteristics, there are steep slopes that are not buildable because of the 30% grade, there are wetlands on the property jurisdictional and non-jurisdictional wetlands. Mr. Shockey stated jurisdictional wetlands are under the regulation of the Army Corps and non-jurisdictional wetlands are managed by Town, Planning Commission proposed a 1:1 mitigation for any disturbance of non-jurisdictional wetlands. Mr. Shockey stated a natural resource assessment was done back in 2007 to determine any wildlife species of concern, the FDP has language that requires an updated report prior to any plat being filed, and then anytime a new plat is brought forward a wildlife report would be done to supplement the natural resource assessment. Mr. Shockey stated two public roads are proposed to be dedicated to the Town, and then internal private roads off those two main roads, public road improvements would need to happen with this development. Mr. Shockey stated they have completed a CDOT (Colorado Department of Transportation) traffic study. Mr. Shockey stated for parking requirements the applicant is using standards in the unified development code and put in language concerning the public parking garage that currently has 215 spaces for Cooper Creek Square, they asked that those spaces be used for future commercial use in the development, this request is a placeholder for now for the Town, the applicant would have to amend the current parking garage agreement with the Town. Mr. Shockey stated the applicant will dedicate 10.5% of the area for open space and trails which would be the ski back trail and a single-track trail, the applicant is proposing two types of open space; public active/passive dedicated to Town, and then private active/passive dedicated to special districts. Mr. Shockey stated the applicant is proposing to waive the 5% open space land dedication or fee in lieu of because they are exceeding that dedication with the ski back trail. Mr. Shockey stated the gondola easement going across the

property is proposed to be dedicated to the Town at time of annexation, and then the ski back trail dedicated to Town upon completion of bridge across the railroad. Mr. Shockey stated the applicant is requesting the Town contribute \$800,000 dollars for construction of the bridge, and then the construction of the ski back trail and single-track trail would be the Town's responsibility in the future. Mr. Shockey stated for affordable housing, the applicant is proposing four different methods to meet the impact their development will have on workforce housing. Mr. Shockey stated the first method is to retro fit existing commercial space at Cooper Creek Square into 45 units, next is down in areas SPA-3 and SPA-4 of development is to deed restrict 10% of dwellings or they could construct ADU's (accessory dwelling units), third method is if they were to construct a hotel, they would have to provide housing for 30% of the workforce or pay cash in lieu, and final is an additional RETA (real estate transfer assessment) on residential property to go towards workforce housing. Mr. Shockey stated the applicant is also proposing a general RETA for general municipal purposes on residential properties. Mr. Shockey stated for vested rights, applicant is requesting 20 years, and an additional 10 years if bridge is completed for a total vesting of 30 years. Mr. Shockey stated if for some reason the bridge was not constructed, development would be limited due to there only being one way out and one way in. Mr. Shockey stated Planning Commission did review the FDP on July 26 and August 9 and did recommend approval of the FDP with ten conditions. Mr. Shockey stated the next steps, tonight was advertised as public hearing, so open public hearing and take public comment, and then continue public hearing to September 6, and for Council to provide feedback to the applicant tonight. Mr. Shockey stated public comment letters were submitted after packet went out and those comments are in front of Council as a table setting. Mayor Kutrumbos clarified to the public in attendance that Council will not be voting or acting on this item tonight. The applicant, Charlie Johnson, representative of Johnson Acquisition Corp, JAC Colorado II, LLC, Cooper Creek, and Station Winter Park LLC stated how his history began in Winter Park with the purchase of Cooper Creek Square and how he was inspired by the vision of Winter Park and its potential. Mr. Johnson stated that it was no secret that there was a plan for the Resort to connect to the downtown via a gondola and ski back trail, but under the expectation the Resort would build, pay, and operate for this when they were ready, and it made sense. Mr. Johnson stated we recognized this was unlikely to happen with this expectation and we also recognized the gondola and ski trail would be a catalyst for the community and our project would need to contribute to make the community's vision a reality. Mr. Johnson stated the public vision planning documents from the Town and the Resort that he used for this project. Mr. Johnson stated the vision for this project was based on the community's vision from these documents, this is not some project from another ski resort. Mr. Johnson stated a summary of key components; more than enough housing, double the open space requirements, minimizing impacts to wetlands, hillsides greater than 30% will remain as open space, and metropolitan districts will fund the public improvements that are required. Mr. Johnson stated in closing Cooper Creek Village has potential to realize the community's vision to better connect the resort to the downtown via a gondola, establish a new public trail, provide a wider range of transportation, diversify housing in the downtown area, enhance the downtown vitality, support new and existing businesses, increase the tax base, and increase community housing. Mr. Johnson stated we understand this project has wide ranging impacts and not all people will support the changes to the community, but we have made ourselves available for questions and feedback. Jeff Vogel of Vogel and Associates representing Cooper Creek and JAC Colorado II, LLC stated Mr. Johnson gave a good overview of the vision and now we will talk more about the planning side. Mr. Vogel stated an overview of the planning process, they have worked through site planning, concept planning, public process, and a master plan refinement. Mr. Vogel stated the applicant has submitted a plan for annexation and has worked extensively with Town staff and other referral agencies, CDOT, East Grand Fire, Army Corps of Engineers, etc. Mr. Vogel stated each time a planning area develops there will be site plan and plat process that will have to go through the Town's process with Planning Commission and Town

Council which will also address items people have commented on such as parking, traffic, etc. Mr. Vogel gave a presentation with a vicinity map, existing conditions and site analysis map (which was reviewed by a biologist and Army Corp of Engineers) to determine what are jurisdictional and non-jurisdictional wetlands. Mr. Vogel went over the zoning and land use map, the most intense development is proposed in the Cooper Creek North and Cooper Creek South planning areas which are located in the downtown core focused on making it pedestrian friendly, then as the development goes out from there it is mostly residential. Mr. Vogel talked about roads and the transportation plan for the project, East Grand Fire supported the transportation plan. Mr. Vogel spoke to the open space and how the ski back trail and single-track trail would be the dedicated open space to the Town. Mr. Vogel stated he wanted to speak to the adjacency of residential neighborhoods. Mr. Vogel presented exhibits that showed a conceptual plan of what the development could look like with the 35-foot building height, landscape buffers, and views to the adjacent neighborhoods. Mr. Vogel stated the reason they are asking for up to 75 feet building height is to accommodate a hotelier's program. Mr. Vogel stated if a hospitality use doesn't get developed and they do something residential there instead the maximum building height would be 55 feet. Mr. Vogel presented conceptual street views of the downtown development area (Cooper Creek North and South) and shadow studies of what a building of that height would shadow at different times of the day. Mr. Vogel stated an update on the ten conditions from Planning Commission, conditions number one through three they have already done, number four, density transfer position they are fine with that, they could transfer out but not transfer in. Mr. Vogel stated number five talks about having to do a 1:1 mitigation for non-jurisdictional wetlands for roads, trails, and utilities, not sure that utilities matter because they have temporary impacts, and number six they are ok with. Mr. Vogel stated number seven, wildlife studies shall include setbacks and have comments from CPW (Colorado Parks and Wildlife) those are already built into the Town's process since CPW is a referral agency. Mr. Vogel stated number eight which is the 30-foot buffer for planning area NPA-1 doing a Type D landscape buffer they are ok with that. Mr. Vogel stated for number nine they would like to request a provision; they would like to be able to legally access their property to do something with the South piece of property but understand they can't increase traffic more than a local low volume road. Mr. Vogel stated number ten about the 75-foot building height if 60% is overnight accommodation units and have acceptable amenities to the Town they are ok with that condition. Presentations were completed, Council discussed and asked applicants and Staff questions. Council asked questions, discussed, and shared their concerns on the following items; due diligence on Union Pacific Railroad, ski back trail to make sure it will function properly, functional gondola easement, wetlands, community housing (density transfer out of where community housing would go), where hotel staff would live, on-site or off-site, deed-restrictions, vested rights, other agency comments, natural resource assessment, emergency vehicle travel time, difference between private and public open space, 1:1 wetland mitigation (how does Staff follow up on that), hotel and workforce housing and payment in lieu for workforce housing option, parking issues, and the Idlewild meadow. Mayor Kutrumbos opened the public hearing. Mayor Kutrumbos stated Council has received emails and letters that were sent in. Winter Park residents and property owners, Cathy Ratschkowsky, Priscilla Kirouac, Trude Klees, Tom Corrigan, Fernando Marcenaro, Colby Springer, Matt Sugar, Linda Behlen, Luke Braly, Randall Reaugh, Kristen Tourangeau, Jonathan Larson, and Rebecca Sharpe stated comments, questions, and concerns; FDP too complicated and large, Planning Commission rushed to make decision, gondola and ski back trail being carrots (no actual commitments), high densities pushed next to residential neighborhoods, where is the water coming from, not enough water for the taps, applicant rushed application knowing the Town code was changing, Town Council's legacy for future Councils, workforce housing shortage, fiduciary duties, vested rights, take adequate time needed to make this decision, 75 foot building height is out of line, Timber Dr. needs to have limited access, parking issues, difficult water service, transfer fees won't cover costs, traffic issues, alternate gondola routes, more

open space, affordable housing, preserve Idlewild meadow, wetland protection, making it more difficult for locals to live here, skirting variance process, dark sky preservation, wildlife and over development in our Town. Town Attorney Hilary Graham recommended Council move to continue the public hearing until September 6th, and once public comment is taken at that meeting, the applicant can respond, and Council can ask further questions and discuss.

Councilor Art Ferrari moved and Councilor Jeremy Henn seconded the motion continuing the Public Hearing – Final Development Plan – Cooper Creek Village, Cooper Creek North, and Cooper Creek South/Annexation Agreement – Cooper Creek Village to the September 6 regular Town Council meeting. Motion carried: 5-0.

- 4.b. (Local Licensing Authority) Resolution 1999, A Resolution Approving the Decision to Issue a Regulated Marijuana Business License to Basecamp Cannabis for a Retail Marijuana Store**
Town Clerk Danielle Jardee stated at Council's last meeting they held a public hearing for the consideration of a regulated marijuana business license for Basecamp Cannabis, as well as listened to the applicant's presentation. Ms. Jardee stated since the public hearing she has received one additional comment of opposition via email. Ms. Jardee stated Basecamp Cannabis is to be located under the Strip and Tail restaurant which is in the downtown zone and all application requirements have been fulfilled. Ms. Jardee stated the Council approved the consideration of the regulated marijuana business license at their last meeting and directed the Town Attorney to prepare written findings to be presented at the next meeting. Ms. Jardee stated the resolution and written findings presented tonight if approved would grant the first regulated marijuana business license for the Town of Winter Park contingent upon the State's MED's (Marijuana Enforcement Division) approval. Ms. Jardee stated Staff recommends approval.

Councilor Jeremy Henn moved and Councilor Michael Periolat seconded the motion approving (Local Licensing Authority) Resolution 1999, A Resolution Approving the Decision to Issue a Regulated Marijuana Business License to Basecamp Cannabis for a Retail Marijuana Store. Motion carried: 4-0. One councilor had stepped out for a short break missing the vote on this action item.

- 4.c. Resolution 2000, A Resolution Adopting an Updated Open Records Policy**
Town Clerk Danielle Jardee stated this resolution just updates the Town's open record policy which has not been updated since 2009. Ms. Jardee stated the policy has a new fee structure and goes over protocol and procedures for handling open record requests.

Councilor Art Ferrari moved and Councilor Michael Periolat seconded the motion approving, Resolution 2000, A Resolution Adopting an Updated Open Records Policy. Motion carried: 5-0.

- 4.d. Resolution 2001, A Resolution Approving a \$20,000 Donation to the Fraser River Valley Metro Recreation District as a Contribution Toward the Fitness Center Expansion**
Town Manager Keith Riesberg stated earlier this year at a Town Council workshop Council was presented with a fitness center expansion project for the Fraser Valley Recreation Center. Mr. Riesberg stated they did submit a grant through the Town's process with the Grand Foundation for \$20,000 dollars. Mr. Riesberg stated Council directed Staff to formalize the request, and that is the resolution presented tonight. Mayor Kutrumbos asked if the Recreation Center was going for any grant money. Mr. Riesberg stated they are going for a DOLA (Department of Local Affairs) grant and trying to get \$200,000 dollars from local grants.

Councilor Michael Periolat moved and Councilor Rebecca Kaufman seconded the motion approving Resolution 2001, A Resolution Approving a \$20,000 Donation to the Fraser River Valley Metro Recreation District as a Contribution Toward the Fitness Center Expansion. Motion carried: 5-0.

4.e. Resolution 2002, A Resolution Approving a Lease Agreement with Grand County Water and Sanitation District #1 (GCWSD #1) for the Lease of Town Property to Support District Operations

Town Manager Keith Riesberg stated the Town leases office and storage space to Grand County Water and Sanitation District #1, in return the GCWSD#1 pays the Town in four combined water and sewer taps to support community housing efforts. Mr. Reisberg stated the lease would be a five-year lease running from September 15, 2022, to September 15, 2027, Staff recommends approval.

Councilor Michael Periolat moved and Councilor Rebecca Kaufman seconded the motion approving Resolution 2002, A Resolution Approving a Lease Agreement with Grand County Water and Sanitation District #1 (GCWSD #1) for the Lease of Town Property to Support District Operations. Motion carried: 5-0.

4.f. Resolution 2003, A Resolution Approving an Intergovernmental Agreement with Sojourn at Idlewild Metropolitan District

Town Manager Keith Riesberg stated Council approved the Sojourn at Idlewild Metropolitan District service plan earlier this year, and as part of the requirement of that plan, they were required to do an Intergovernmental Agreement. Mr. Reisberg stated this is consistent with what we have approved for other metropolitan districts and is an administrative action for Council.

Councilor Rebecca Kaufman moved and Councilor Art Ferrari seconded the motion approving Resolution 2003, A Resolution Approving an Intergovernmental Agreement with Sojourn at Idlewild Metropolitan District. Motion carried: 5-0.

5. Town Manager's Report

Nothing to report.

6. Mayor's Report

Nothing to report.

7. Town Council Items for Discussion

Town Councilor Rebecca Kaufman asked if Staff could follow up and find out if the Town of Fraser is donating to the Fraser Valley Recreation Center as well.

Mayor Kutrumbos stated Sky Foulkes from Winter Park Resort reached out to say thanks to Council for coming and meeting Alterra's new CEO.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 8:53p.m.

The next scheduled meeting of the Town Council will be Tuesday, September 6, 2022, at 5:30 p.m.

Danielle Jardee, Town Clerk

MEMO

TO: Town Council
FROM: Gerry Vernon, Public Works Director
DATE: 09/06/2022
RE: Consideration to Declare Surplus Property

BACKGROUND

Over the past year, Public Works Staff has evaluated existing equipment to determine if it is beyond its useful life, if it still operates, and if it holds a place in our programmed “arsenal” of equipment to provide efficiency to our work. The steps that Town’s typically have taken to dispose of surplus equipment include: 1.) A list of surplus equipment is developed; 2.) Town Council formally declares the list of equipment as surplus and authorizes its disposition; 3.) the equipment is sold via public surplus auction service.

Staff plans to utilize the web-based auction services provided by PurpleWave Auction. We have utilized their services for the past three years, and we have been very pleased by the results.

ANALYSIS

The vehicles and equipment listed in the attachment are no longer useful and/or have exceeded their useful life expectancy. Most of the items are old, archaic, broken, and/or no longer hold any value to the Town’s operation. The volume of surplus items is taking up useful storage space and losing any value they still retain. The largest item of surplus equipment is the portable generator. Public Works rarely utilizes this piece of equipment acquired in 2007, but it is too small for most applications. Sale of the surplus items will lower the Town’s insurance costs and should generate approximately \$15,000.00 in revenue to the General Fund.

RECOMMENDATION

Staff recommends the Town Council adopt Resolution #2004 declaring the listed equipment as surplus property and authorizing its sale or disposal.

Alternative Motion

In the event the Town Council wishes to not declare the equipment as surplus then the following motion should be made:

I move to deny the declaration of surplus equipment with the following findings of fact:

- _____
- _____
- _____

TOWN OF WINTER PARK

RESOLUTION NO. 2004
SERIES OF 2022

A RESOLUTION DECLARING UNUSED VEHICLES AND EQUIPMENT AS SURPLUS
PROPERTY AND AUTHORIZING ITS SALE OR DISPOSAL

WHEREAS, the Town of Winter Park owns vehicles and equipment that is no longer used or needed; and,

WHEREAS, these items can be classified as surplus property and made available for sale to private parties or disposed of; and

WHEREAS, the Town wishes to sell or dispose of said surplus property.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Winter Park, Colorado to declare as surplus property the vehicles and equipment described in Exhibit A attached hereto and incorporated herein by this reference and authorizes the sale/disposal of said surplus property.

PASSED, ADOPTED AND APPROVED this 6th day of September by a vote of _____ to _____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST

Danielle Jardee, Town Clerk

EXHIBIT A

2022 Surplus Equipment List – 09/06/2022

1. Whisperwatt Generator #87



2. Rainbird Irrigation Valves



3. Irrigation Wire



4. Irrigation Swing pipe 1/2 "



5. #16 Polaris Ranger



6. Roof rack for pickup truck





MEMO

TO Town Council

FROM James Shockey, Community Development Director

DATE September 6, 2022

RE PUBLIC HEARING: Final Development Plan (FDP) - Cooper Creek Village, Cooper Creek North, and Cooper Creek South (PLN21-082) / Annexation Agreement (PLN21-081)

The Town Council continued the public hearing from August 16, 2022 to September 6, 2022. Changes to the staff report are noted in red.

General Information:

JAC Colorado II, LLC (the "Applicant") has applied to create a Final Development Plan ("FDP") to zone 53 acres of property currently eligible for annexation pursuant to Town Council Resolutions 1916 through 1926, which established the property eligible for annexation to the Town and determined all requirements of law have been met, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105. The property consists of two vacant parcels in unincorporated Grand County. The parcels are located south of Town Hall and are bordered on the north by Idlewild Subdivision, the east by Beaver Village Condominiums, the south by USFS land, and the west by Hideaway Village South. The Union Pacific Railroad divides the two parcels. The parcels, if annexed, will be incorporated into the Town as 11 separate annexations that will be legally considered 11 super lots for future development. The parcels are referred to as Cooper Creek Village (CCV) in the FDP.

In addition, JAC Colorado II, LLC, Cooper Creek WP, LLC, Station WP, LLC and Winter Park Tower, LLC (the "Applicant") have applied to rezone 10 parcels totaling 5.65 acres already within Town limits. Nine parcels are located north of Town Hall and public parking garage and include the Cooper Creek Shopping Center, the clock tower building and the associated parking lots. These parcels are referred to as Cooper Creek North (CCN) in the FDP. One parcel is located south of Vasquez Road adjacent to Winter Park Station/Crestview Place Condominiums and currently consists of a paved parking lot. This parcel is referred to as Cooper Creek South (CCS) in the FDP.

The Applicant is proposing to create one FDP to regulate the CCV, CCN, and CCS parcels. The properties are proposed to have a Planned Development overlay with underlying base zone districts.

Authority

Pursuant to § 7-7-5 of the Winter Park Town Code (the "Code"), the Town Council shall consider the application within ninety (90) days after the date of submittal to the Town planner. After consideration or within thirty (30) days thereafter, the Town Council may grant tentative approval of the application, with or without conditions; or it may disapprove it. After granting tentative approval, the Town Council may grant final approval, by ordinance, of the final development plan only simultaneously with or subsequent to annexation of the land encompassed by said plan and only if it finds that the plan is in general conformity with the town's master plan.

This staff report includes comments from Town staff that should be considered during the hearing and possibly incorporated into the Town Council's decision.

Analysis

The full FDP, with the roadway report, utility study, drainage report, etc., can be viewed at this [link](#). Included with this staff report are three redlined documents, a Vested Rights Agreement, the portion of the FDP that will be recorded with the Vested Rights Agreement and the Annexation Agreement.

Final Development Plan Analysis

The Town Council must evaluate the FDP application against the design standards in § 7-7-5 of the Code. The staff report has been broken into the following sections: site characteristics, development standards, public and private road standards, and public dedications.

Site Characteristics

The CCV parcel consists of approximately 53 acres of high alpine terrain, ranging from 8,800 to 9,110 feet above sea level. There are significant slopes (greater than 30%) on the parcel as well as gentler slopes of less than 20%.

The CCS parcel consists of 1.85 acres of mixed terrain with a developed parking lot on the parcel adjacent to Vasquez Road.

The CCN parcel consists of 3.8 acres of mostly flat terrain with improved structures, gravel parking lots and vacant wooded land.

The natural characteristics of each parcel is described below:

Geological Hazard Areas: The Applicant submitted a Phase I Geotechnical Engineering Report (Olsson, Inc., October 15, 2020) that was reviewed by Colorado Geological Survey (CGS) in a letter dated June 21, 2022. CGS agreed with the findings in the report that no obvious signs of slope instability or landslides were observed on the parcel and nothing in the report would preclude development on the site if recommendations from Olsson are adhered to.

Slopes in Excess of 30%: There are numerous slopes that are in excess of 30% on CCV parcel (planning areas – WPA-7, EPA-6, SPA-4, SPA-3, NPA-2) and in portions of CCS’s planning area PA-1. Typically, these areas are not suitable for development as it could require a considerable amount of cut and fill in order to build on the site. CGS recommends that development on slopes 30% or greater be avoided and preserved as open space. The FDP has been drafted to incorporate those recommendations and will follow the Hillsides, Ridgelines and Topographic Features section (§ 3-C-2) established in the UDC.

Wetlands: The Conceptual Grading Plan identifies wetlands on the CCV parcel. Jurisdictional wetlands, administered by the US Army Corps of Engineers, exist in the southern portion of the site. Non-jurisdictional wetlands, administered by the Town, exist in the northwestern portion of the site. The Conceptual Grading Plan identifies most of the jurisdictional wetlands as areas of non-disturbance other than one road crossing. A portion of the non-jurisdictional wetlands are proposed to be disturbed for residential development, road crossings and the ski-back trail.

Colorado Geological Survey reviewed the jurisdictional wetlands as it relates to slope stability and recommended no development within this drainage. Other than one road crossing, no other development is proposed within the drainage.

§ 5-4 of the Vested Rights and Development Guide states “Areas of the FDP Properties which constitute “wetlands” (as that term may be defined in the Corps of Engineers Wetlands Delineation Manual dated January 1987) that are not subject to jurisdiction under the Clean Water Act, shall not be developed except in conjunction with required 1:1

mitigation reasonably approved by the Town. Notwithstanding the foregoing, however, any roads, service routes and utilities crossing such non-jurisdictional wetland areas shall be permitted without mitigation, and will be located within a dedicated access and utility easement determined at the time of final subdivision platting.” Staff recommends trails be added to the exemption list to account for the ski back trail. The Planning Commission recommends 1:1 mitigation for any disturbance into the non-jurisdictional wetlands, including roads, utilities, and trails.

The Vested Rights and Development Guide was revised to add trails to the list of permitted exemptions.

Ridgelines and Areas of Visual Sensitivity: The majority of the proposed development is located on the lower reaches of the hillsides and ridgeline development is unlikely due to the steep slopes west of the proposed areas of grading. The FDP does not address ridgelines and areas of visual sensitivity so it will revert to the Hillsides, Ridgelines and Topographic Features section (§ 3-C-2) established in the UDC.

Natural Resources Assessment: The FDP includes an assessment that was prepared by ERO Resources in June 2007. At the time of the report, it was determined the CCV parcel did not contain potential habitat for species listed as federally threatened, endangered, or candidates for listing. The parcel did contain potential habitat for boreal toad, a state endangered species, and the northern leopard frog and wood frog, state species of special concern. The report recommends if any work is planned within the wetlands, coordination with the CDOW would be necessary. At the time of the report there were no migratory bird nests observed but if new nests are found on the parcel, construction activities should be restricted during breeding season.

The FDP includes a Wildlife Mitigation section that discusses the 2007 report and provides recommendations and mitigation directives and considerations. In addition, § 8-2-4 of the Vested Rights and Development Guide was added to include requirements for a wildlife report with each future plat. Staff has added additional language to clarify the requirements for the report and the conclusions that must be made to consider the report adequate for protection of wildlife.

The additional language staff requested for the wildlife report has been added to the Vested Rights and Development Guide and the FDP.

Development Standards

Zoning / Land Use/Planning Areas

CCV Parcel: The 2021 Three Mile Plan states if the CCV parcel were to be “annexed into the Town, appropriate zoning for this parcel would be Planned Development to allow for a flexible design that includes a mix of residential and open space. The northern parcel should be considered for mixed use zoning due to its proximity to the downtown while the southern parcel should remain primarily residential due to its surrounding uses”. The proposed zoning for CCV will be Planned Development (PD) with base zone districts Destination Center District (D-C) and Residential Commercial Service District (R-C). The base zone districts are the highest and most intense zone districts permitted in Town. The purpose of these districts can be viewed in the UDC at this [link](#). The proposed zoning is in conformance with the 2021 Three Mile Plan.

The zone boundaries are defined by planning areas as outlined in the Proposed Zoning map. Planning areas EPA-5, NPA-1 and NPA-2 are proposed as PD-D-C which allows for a more intensive commercial component complimenting the existing D-C zoning in the downtown area. NPA-1, adjacent to Idlewild Meadows, a single-family zoned neighborhood will be restricted to single-family attached and detached only. The remaining planning areas will be zoned PD-R-C.

The following planning areas have been amended:

- Planning Area NPA-1 has decreased in area and density. The area was reduced from 7.4 acres to 3.8 acres and total dwelling unit count from 111 DU to 76 DU. The applicant is proposing to create a “passive open space” area (defined in the Annexation Agreement) adjacent to Idlewild Meadows subdivision. The planning area will also be zoned PD-RC instead of PD-DC.
- Planning Area NPA-2 is proposed to be zoned PD-RC instead of PD-DC.
- Planning Area WPA-8 has decreased in area and density. Area reduced from 1.9 acres to 1.1 acres and the total dwelling unit count from 38 DU to 22 DU.

CCN and CCS: The proposed rezoning will be Planned Development with base zoning Destination Center District (D-C). The proposed rezoning is consistent with other properties in the downtown.

- Planning Area CCS PA-1 has increased 0.80 acres in size to incorporate a portion of the non-jurisdictional wetlands that were part of PA-9 (ski-back trail/public open space). In exchange for that area, the applicant is proposing to add 0.80 acres of upland area to PA-9 between WPA-8 and the railroad tracks. Any disturbance of

the non-jurisdictional wetlands in CCS PA-1 for buildings will require a 1:1 mitigation of those wetlands. The additional area is also restricted to a maximum building height of 55' as described in Note 12 in the Dimensional Standards Table (pg. B-5). Total dwelling unit count has increased from 76 DU to 108 DU.

The FDP further breaks down each planning area with specific variations from the base zone district to make each area more compatible at a micro level as described below in the Land Use Table. The Applicant is requesting to increase or decrease the planning areas by up to ten percent without requiring an amendment to the FDP.

Land Use Table

The FDP is divided into three land use types: residential, mixed use, and public open space. Each land use type has a broad list of uses outlined in the FDP that were taken from the [Use Tables](#) in the UDC. The Applicant has modified each land use type to meet the intent and context of the properties.

Density

The FDP proposes a total of 875 dwelling units, 720 accommodation units (hotel units) and 115,000 square feet of commercial space.

Parcel	Dwelling Units	Accommodation Units	Commercial Space
CCV	650	200	15,000
CCS and CCN	225	520	100,000

Each planning area has a maximum density and a maximum number of units that can be constructed. The maximum density within each planning area in the CCV parcel is consistent with the base zoning. The CCS and CCN parcels are proposing a maximum density of 40 units per acre compared to 28 units per acre as the parcels are currently zoned in the D-C District. This equates to an increase of ~~70~~ 79 dwelling units over what is currently permitted on these properties.

The Applicant is requesting the ability to transfer up to 10 percent of permitted density within a planning area to other planning areas without an amendment to the FDP. The Planning Commission supported this density transfer but recommended it not be used in areas abutting existing R-1 zoning districts.

The Land Use Summary table will need to be amended as noted in the redlines.

Setbacks

The Dimensional Standards Table outlines setbacks, minimum lot size and maximum building height for each planning area. The setbacks are consistent with the proposed base zoning.

Building Height

The FDP is proposing building heights ranging from 40 feet for single-family attached and detached structures to 55 feet for multi-family and commercial structures.

The Applicant proposes increasing building height to 75 feet for accommodation units (hotel) in CCS and CCN. The maximum building height adjacent to right-of-way or adjacent property will be 40' and then increase at a 45-degree plane to a maximum height of 75 feet. The building must contain a minimum of 60 percent accommodation units to qualify for the additional height. During the Planning Commission hearing, the applicant agreed to adding language requiring the hotel to be a luxury brand that would include full-service amenities. The Planning Commission recommended language be added that requires the accommodation units include "amenities acceptable to the Town".

Note 5 from the Dimensional Standards Table was revised as follows:

*Building height shall be a maximum of 75 feet for structures that allocate a minimum of 60% of the units as Overnight Accommodation Units (OAUs) **with amenities acceptable to the Town.** Maximum building height for multi-family projects that do not contain OAUs shall be 55 feet.*

Building Coverage

Building coverage is calculated as follows:

- Planning areas that contain attached single-family dwelling and multifamily (townhomes, condominiums, apartments) shall have a 60% maximum building coverage requirement. Individual lots shall not be required to meet building coverage requirements
- Planning areas that contain detached single-family dwellings on lots less than 10,000 sq. ft. shall have a maximum building coverage of 40%. Individual lots shall not be required to meet building coverage requirements.

- Planning areas that contain detached single-family dwellings on lots greater than 10,000 sq. ft. shall have a maximum building coverage of 50% on each individual lot. The planning area shall not be required to meet building coverage requirements.

The FDP does not have provisions for commercial use. The UDC will govern.

Landscape Buffers

The FDP will incorporate UDC standards. For planning area NPA-1 the Applicant is proposing to create a 30-foot landscape buffer to minimize impacts to the existing single-family homes on Idlewild Lane. The Applicant is proposing the bufferyard classification Type C will be used. This will require 8 evergreen trees, 8 deciduous trees, and 30 shrubs be installed every 100 feet on a 3-foot berm. The Planning Commission recommended the bufferyard classification Type D should be required, which requires 10 evergreen trees, 10 deciduous trees, and 40 shrubs be installed every 100 feet on a 3.5-foot berm.

The FDP was revised to eliminate development adjacent to Idlewild Meadows Subdivision and instead designate the area as passive open space. Therefore the bufferyard is no longer applicable.

Design Standards

The FDP will incorporate UDC standards.

Parking Requirements

The FDP will incorporate UDC standards. The Applicant is requesting to amend the Parking Garage Agreement (Reception No. 2021004361) between the Town and Cooper Creek WP, LLC for parking at the Cooper Creek Square Shopping Center. Currently the Town allocates 215 parking spaces within the public parking garage for the Shopping Center. The Applicant is requesting to use those parking spaces for future development in CCV, CCS and CCN and not exclusively for just the Shopping Center. Doing so would require an amendment to the Parking Garage Agreement.

Public and Private Road Dedication

CCV Parcel

The Applicant submitted a Roadway Report which includes a conceptual plan of the road system. The parcel is proposed to connect to Vasquez Road and Timber Drive with internal public roads.

The FDP is proposing the Town will own and maintain Road 1 and Road 2. Road 1 connects with Vasquez Road and travels south across the railroad tracks to the far southeast end of the parcel. Road 2 connects Road 1 to Timber Drive. All other internal roads are proposed to remain private.

Road 1 and Road 2 are proposed to be dedicated to the Town upon recording of a final plat and then turned over to the Town for maintenance after the following occurs - the two-year warranty period has expired, certificates of occupancy (whether temporary or final) have been obtained for no less than twenty-five percent (25%) of the DUs and sufficient contiguous portions of Road 1 and/or Road 2 have been completed to allow for continuous access to the road.

The Roadway Report has been created as a substitute for the Town standards. The Report has been reviewed by the Town Engineer and is currently being amended based on their recommendations. If appropriately amended, Town staff will support the Roadway Report in lieu of generally applicable Town standards.

During the Planning Commission hearing, the Commission requested further information on maximum density permitted on each side of the tracks if the bridge over the railroad was not constructed. The applicant originally proposed to classify the roads as "local" meaning up to 1,000 daily vehicle trips on the roadways. This would permit up to 200 multi-family dwelling units or 120 single-family dwelling units on each side of the railroad, given East Grand Fire District approves this. During the hearing, they agreed to staff's recommendation that the road classification be "local low-volume" (<450 daily trips) which permits up to 90 multi-family dwelling units or 56 single-family dwelling units on each side of the railroad. The Planning Commission recommended no units be permitted on the parcels south of the railroad tracks accessed by Timber Drive until the bridge is constructed over the railroad tracks. The Commission is concerned Timber Drive is not built to accommodate the additional traffic generated by this development.

The Annexation Agreement is amended to classify Road 2 as a "local low-volume" road if the bridge over the railroad tracks is not constructed. Any development south of the tracks will be limited as they will only be able to develop a certain number of dwelling units based on the road's classification. The existing dwelling units on Timber Drive will be factored into the total daily trips that are permitted on the road.

Staff is recommending the Agreement be amended to classify Road 1 (north of the tracks) as “local low-volume” if the bridge is not constructed over the railroad tracks. This recommendation has been reflected in the redlined version of the Agreement.

Public Dedications – Open Space and Trails

Open Space

Public open space will consist of the ski-back trail that will traverse the parcel from the southwest to the northeast. The ski-back trail will be a minimum of 20’ wide with additional widths for cuts, fills and/or retaining walls.

Private open space will be provided throughout the parcels and be dedicated to the Master Association at the time of final plat. No additional public open space dedications or payment in lieu thereof shall be required based on the public open space proposed.

Trails

The Applicant is proposing a trail network throughout the development, connecting existing trails into the National Forest and to the proposed ski-back trail. In addition to the ski-back trail, the FDP proposes to dedicate a singletrack trail from the ski-back to Ice Hill Trail in the National Forest.

The ski-back trail will be dedicated upon completion of the bridge over the railroad tracks. Since the ski-back trail is associated with the bridge, the applicant is requesting the Town contribute \$800,000 towards its construction. Construction of the ski-back trail would be the responsibility of the Town.

The Town would be responsible for construction of the singletrack trail.

The Open Space and Trail Plan provides a visual description of the trails.

Gondola Easement

The applicant will dedicate the gondola easement upon annexation. Any roads, service routes and utilities crossing the easement will be located within a dedicated access and utility easement determined at the time of final subdivision platting.

Compliance with Imagine Winter Park Comprehensive Plan

The Comprehensive Plan, Imagine Winter Park, is divided into four vision themes that guide future development. The outline below highlights various strategies that relate to this FDP:

- Our Character and Our Culture
 - CC Strategy 1.1: Maintain a healthy balance of commercial development that can provide a multitude of services both for local residents and for guests.
 - CC Strategy 1.3: Ensure that the built environment continues to be seamlessly integrated with mountain and recreational amenities (e.g. connections to trails, integration with the Fraser River, bikeable paths, etc.).
 - CC Strategy 1.5: Strengthen the sense of connection between Downtown and the Resort.
 - CC Strategy 2.1: Incorporate public places into future development
 - CC Strategy 3.1: Work with developers to provide recreational and cultural amenities that benefit both residents and guests alike.
 - CC Strategy 4.1: Include a mix of housing to support a variety of household compositions and income levels.

- Our Global and Local Connectivity
 - CO Strategy 1.2: Provide enhanced connections between the Resort and Downtown such as a ski back trail, a direct gondola, and circulator bus routes.
 - CO Strategy 3.1: Use policies and incentives to prioritize and direct new, mixed use development within the Vasquez Road Node.

- Our World-Class Outdoor Recreation
 - OR Strategy 1.4: Maintain trailhead and forest access points and easements within and through residential and commercial developments. This access can be as simple as signage and a hiker/biker/horse width easement.
 - OR Strategy 3.8: Capitalize on and enhance existing recreational facilities

- Our Healthy and Thriving Environment
 - EN Strategy 1.5: Protect the viability of natural wetlands and watercourses as a key component of our natural and built environments.
 - EN Strategy 2.3: Protect the integrity of significant wildlife habitat and movement corridors.
 - EN Strategy 3.1: Encourage density in appropriate locations and clustering of development to maximize open space.

Review Agency Comments

- CDOT
Brian Killian, Access Program Manager for Region 3 Traffic and Safety, responded to the referral in an email dated May 17, 2022. In this email he stated the Applicant has been working with CDOT and that individual traffic studies will be required as the properties are platted. See attached email for details.
- Colorado Geological Survey
Amy Crandall, Engineering Geologist, responded to the referral in a letter dated June 21, 2022. In this letter she expressed that the project could be developed as proposed provided Olsson's geotechnical recommendations are adhered to. See attached letter for details. The applicant provided a response letter, dated July 22, 2022, that has been included in the packet.
- East Grand Fire Protection District No. 4
Dennis Soles, Fire Marshal, responded to the referral in a letter dated June 15, 2022. In this letter he expressed a number of items that will require further review at time of platting. See attached letter for details.
- Grand County Water and Sanitation District No. 1
JVA, consultant to the District, responded to the referral in a letter dated June 27, 2022. In this email they expressed concern with pressure availabilities in certain locations on the CCV parcel and the removal of the lift station that is proposed in the Master Utility Study. See attached letter for details. A revised Master Utility Study was submitted on July 25, 2022, and is being reviewed by Grand County Water and Sanitation District No. 1.
- Mountain Parks Electric
Jean Johnston, Senior Staking Engineer and ROW Specialist, responded to the referral in an email dated June 14, 2022. In this email she stated she provided separation requirements, so the Applicant has it for future platting. See attached email for details.
- Town Engineer
Cooper Karsh, Senior Engineer responded to the referral in a letter dated June 27, 2022. In this letter he outlined concerns with the Traffic Impact Study, Drainage Report, Utility Report and Roadway Study. See attached letter for details. The

applicant provided a response letter dated July 22, 2022, and it's currently being reviewed by the Town Engineer.

- Xcel Energy
Kathleen Jacoby, Design Planner, responded to the referral in a letter that was undated. In this letter she expressed that provided the general guidelines for gas construction are adhered to, Xcel has no objections. See attached letter for details.

Public Notification

This FDP request has had proper public notification pursuant to § 7-7-5 of the Town Code. A Public Notice was published in the Middle Park Times on June 15, 2022, providing notification of the meeting and requesting comments. Mailings were sent to property owners adjacent to the parcels on June 15, 2022.

94 comments have been received as of September 2, 2022 and are attached.

Planning Commission Recommendation

The Planning Commission recommended approval of the Final Development Plan through Resolution 1, Series 2022 with the following conditions –

1. The Vested Rights and Development Guide and FDP shall be amended as outlined in the documents provided to the applicant on August 9, 2022 and as required by staff and legal counsel. **The applicant amended the Vested Rights and Development Guide and FDP. Staff reviewed the revised documents and has provided an additional set of redlines in this staff report.**
2. The Roadway Report shall be amended as required by the Town Engineer. **The Town Engineer is reviewing the Report and will have comments prior to the September 20 Council meeting.**
3. The Master Utility Study be amended as required by Grand County Water and Sanitation District No. 1. **Grand County Water and Sanitation District No. 1 is reviewing the Study and will have comments prior to the September 20 Council meeting.**
4. The density transfer provision in the agreement that allows for a 10% increase in density shall not be used in areas abutting existing R-1 zoning districts. **The applicant has adjusted Planning Area NPA-1 to remove density adjacent to Idlewild Meadows Subdivision. As currently drafted, the density transfer would still be applicable adjacent to WPA-7 and WPA-8.**

5. Utilities, service routes, and trails crossing non-jurisdictional wetlands shall be permitted with 1:1 mitigation and will be located within a dedicated access and utility easement determined at the time of final subdivision platting. **The Agreement, as drafted, did not incorporate this recommendation.**
6. Non-jurisdictional wetlands shall be prioritized for conservation pending Town Council approval at the time of platting. **The applicant noted this consideration in their response letter.**
7. Wildlife studies shall include setback recommendations along jurisdictional and non-jurisdictional wetlands, including obtaining comments from CPW, pending their availability to do so, and shall be reviewed at public hearings by the Planning Commission at the time of platting. **The applicant noted CPW will be a review agency during future subdivision and major site plan reviews.**
8. A minimum 30' Type D Bufferyard shall be required adjacent to NPA-1 instead of the proposed Type C Bufferyard. **NPA-1 has been amended to eliminate development adjacent to Idlewild Meadows Subdivision. This area is now private passive open space.**
9. Development south of the railroad tracks shall not be platted prior to construction of the bridge over the railroad tracks. **The applicant has provided an alternative approach as described in the Public and Private Road Dedication section of the staff report.**
10. Amend footnote 5 from the Dimensional Standards Table to read as follows: Building height shall be a maximum of 75 feet for structures that allocate a minimum of 60% of the units as Overnight Accommodation Units (OAUs) with amenities acceptable to the Town. Maximum building height for multi-family projects that do not contain OAUs shall be 55 feet. **The revised note has been included in the most recent FDP version.**

Annexation and Development Agreement Analysis

Forest Management: Section 3 of the Annexation Agreement (the "Agreement") states, as a condition of approval of any final plat, a forest management plan shall be prepared, which will include mountain pine beetle mitigation measures and shall become part of the development improvement agreement associated with such final plat.

Single-Family Equivalent (SFE) Restrictions: Section 4 of the Agreement outlines a maximum water and sewer tap allocation of 682 SFE's for the CCV parcels and 333 SFE's for CCS and CCN parcels. This maximum allocation is in addition to what is already allocated to the parcels.

Fees and Exactions: Section 6 of the Agreement states the properties shall pay those impact fees generally applicable to all properties located within the Town's municipal

boundaries that may be adopted by the Town after the Approval Date that are not specifically addressed in this Agreement.

Affordable Housing and Workforce Housing: Section 6.4 of the Agreement addresses obligations from this development.

- **CCWP Parcel Bedrooms:**
The applicant will retrofit existing commercial space in Cooper Creek Square Shopping Center into 45 bedrooms for local workforce housing. The units will be completed and deed-restricted utilizing a form of deed-restriction covenant approved by the Town pursuant to the following schedule: (a) 20 bedrooms shall be completed and deed-restricted for the benefit of the Town on or before one year following the date the Agreement is recorded; and (b) 25 bedrooms shall be completed and deed-restricted for the benefit of the Town no later than six years following the recordation date. The deed-restriction will require the bedrooms be rented to those making less than 120% AMI for a period of 20 years.

Staff has redlined the Annexation Agreement to add language permitting an increase in the deed restriction if the vested rights are extended an additional 10 years.

- **SPA-3 and SPA4 Attainable Dwelling Units:**
Within Planning Areas SPA-3 and SPA-4, the application is required to permanently deed-restrict at least 10% of the total platted density units. This can be satisfied by deed-restricting attainable dwelling units consisting of platted lots or constructed dwelling units that include accessory dwelling units. The Agreement allows the development to be eligible for any generally available public subsidies at the time of construction.

The Vested Rights and Development Guide was amended to add the following: Notwithstanding the foregoing, however, any density transfers from Planning Area SPA-3 or Planning Area SPA-4 to another Planning Area shall be deemed to include transfer of the corresponding obligation to provide the percentage of deed-restricted "Attainable Dwelling Units" within the density transfers receiving site as more particularly described in the Annexation Agreement.

- **Hotel and Other Commercial Development Affordable Housing Requirement:**
The creation of any hotel within the development will be classified as a commercial use subject to the Town’s workforce housing impact fee at the time of permitting with the intent and understanding that the applicant will deliver workforce housing (or cash in lieu) to offset 30% of the estimated additional workforce needed to staff the hotel. The creation of any other commercial space within the development will be subject to the workforce housing impact fee then being assessed against commercial uses at the time of permitting that commercial use.

The Annexation Agreement was amended to strike the words “(or cash in lieu)” and revised to read “(but not cash in lieu)”. Staff has redlined the agreement to state “(but not cash in lieu unless specifically agreed to by the Town)”. In addition, the redline includes language requiring the workforce housing “within the service boundaries of the Fraser Valley Metropolitan Recreation District located southerly of Red Dirt Hill at a location approved by the Town in the Town’s reasonable discretion”.

- **Residential Real Estate Transfer Assessment:**
The development will have a 0.50% Real Estate Transfer Assessment collected on the sale of any residential property in the development. The money collected will be restricted to affordable housing uses within the Town.

Exhibit 2 of the Annexation Agreement is the covenant for the Residential Real Estate Transfer Assessment. There is one edit staff has redlined:

- The exhibit states this RETA will be “paid for each non-exempt transfer of residential property within the FDP Properties improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued.” In keeping with other residential RETAs in Town, staff recommends this language be revised to read “paid for each non-exempt transfer of property within the FDP Properties”.

General Real Estate Transfer Assessment: Section 6.4 states the development will have a 1.0% Real Estate Transfer Assessment collected on the sale of any residential property in the development for general municipal purposes.

Exhibit 3 of the Annexation Agreement is the covenant for the General Real Estate Transfer Assessment. There are two edits staff has redlined:

- The use of the funds generated by this RETA will be used for general municipal purposes as stated in section 6.4 of the Agreement. The exhibit outlines specific uses such as transportation, special events in the Town, historic restorations and interpretive sites, child care services, resource acquisition, fire mitigation, parks and open space, multi-modal transportation facilities, other public services and facilities, and affordable or workforce housing.
- The exhibit states this RETA will be “paid for each non-exempt transfer of property within the FDP Properties improved with a commercial, residential or mixed-use unit for which a certificate of occupancy has been issued.” In keeping with other general RETAs in Town, staff recommends this language be revised to read “paid for each non-exempt transfer of property within the FDP Properties”.

Vested Rights: Section 9 proposes vested rights of 20 years with an additional 10 years if the bridge over the railroad tracks is constructed and dedicated to the Town.

Staff Recommendation

The Town Council should open the public hearing, take public comment, and then close the public hearing. After discussion with the applicant, the Town Council should provide direction to staff on any amendments to the Annexation Agreement, Vested Rights and Development Guide and FDP. The Council should provide direction on development of ordinances to approve, approve with conditions or disapprove the agreements. The ordinances will be presented at the September 20, 2022 Town Council meeting.

September 1, 2022

Dear Mayor and Council Members

During the last 90 days the Planning Commission and yourselves have been working to complete a potential second major development project in the Town of Winter Park - the Final Development Plan for Cooper Creek North and Cooper Creek South and the Annexation Agreement for Cooper Creek Village. This development project is likely as significant as the Roam Development which is now under initial construction. For all the obvious reasons, I'm sure that you are doing your best to consider and work in conjunction with JAC Colorado II, LLC, the primary developer, to address all related issues that may ultimately be a part of this multi-year project.

The challenge or question that I raise is whether the Town has adequately considered and involved all impacted parties to the same level of detail. In specific, I am focusing on all property owners that are adjacent to the property involved with this development. While there are many owners that have their own issues that I will assume have been addressed, my concern is land parcels that are owned by the Beaver Village Condominium Community which will be directly impacted not only by both residential and retail construction, but also the gondola that is planned to traverse our property as passengers are transported between the Ski Resort and the Town. It would seem logical that Beaver Village would have been directly and heavily involved in discussions as the property and residents will be impacted in any decisions made in relation to these plans. Unfortunately, that has not been the case in spite of multiple attempts to become involved.

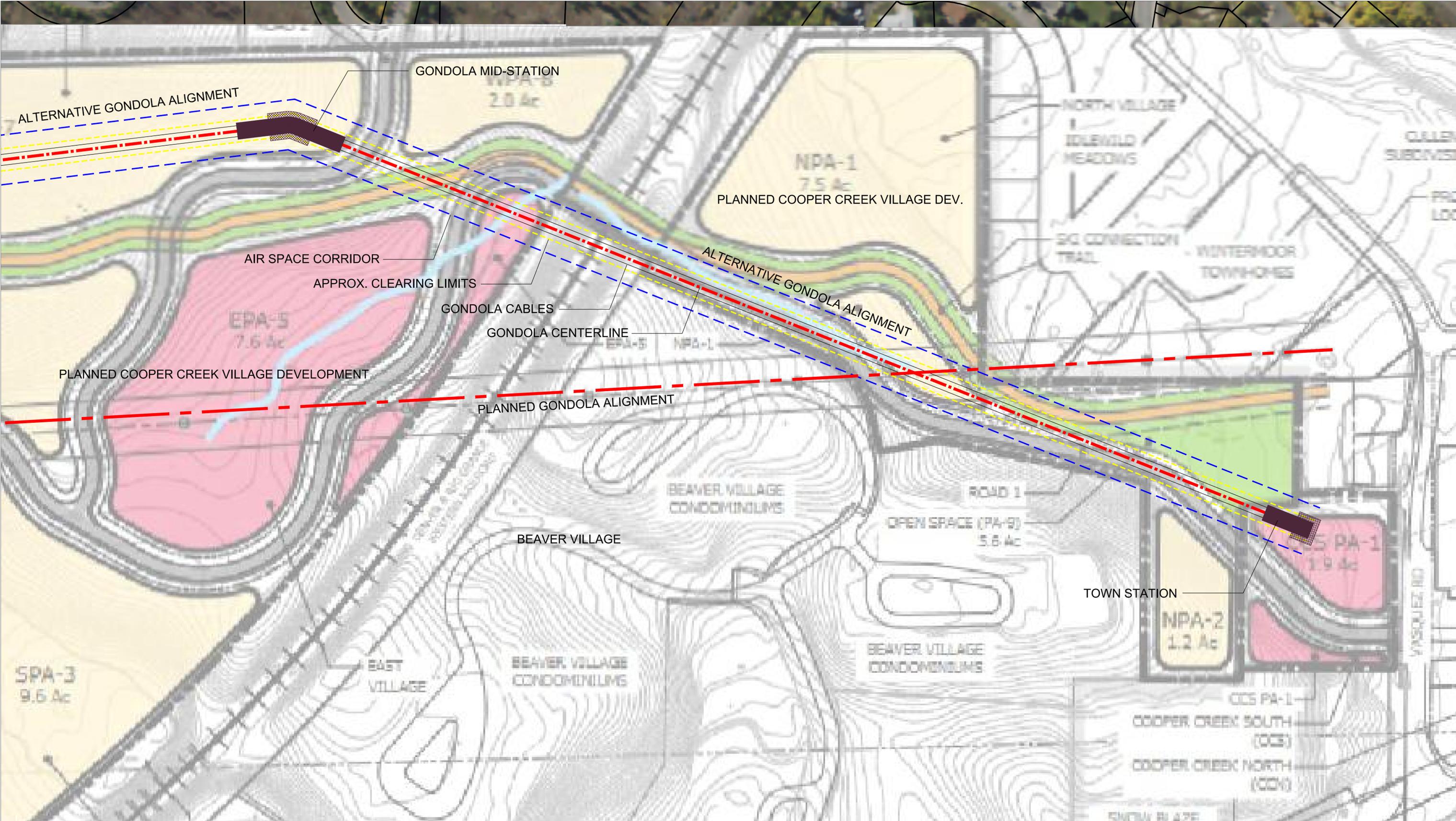
In the past, all attempts to better understand the basis of decisions being made have either been ignored or at best responded to in terms that past decisions have no opportunity to be modified or alternatives considered. The most recent example is the changes that have been made to the path of the gondola at the resort end. In prior discussions with the Town, Beaver Village has suggested the possibility of inserting a turn in the path to avoid existing structures or developments. The response has always been that it is unrealistic or impossible to change the original engineering plans developed in 2005 that assume a single straight-line path from the resort to the Town.

Recently, Beaver Village has engaged qualified engineering to design a potential alternative gondola path that includes a turn and avoids crossing any developed property. At the same time, the Resort has added two turns at their end of the planned gondola, while continuing to ignore the Town end and the crossing of Beaver Village. The Beaver Village alternative was presented to JAC as the primary developer, and it was received with limited initial interest. BV has received no response from any party other than receiving a copy of the new resort gondola plan map, with added turns, from Sky Folkes upon a specific request from Beaver Village.

In summary, Beaver Village is interested and supportive of Winter Park achieving an eventual design and development of the property area currently being considered. At the same time, as a part of the planned future expansion and annexation to the Town, Beaver Village does not feel it is unreasonable to request being a significant partner in the design of those areas affecting our homes and the continued use and enjoyment of our property. We respectfully request that the Town Council pause and assure themselves and the Community that all issues associated with the proposed development have been properly addressed.

Respectfully,

Colby H. Springer
President, Beaver Village Condominiums, F#3



Winter Park Gondola | **Alternative Alignment - CCV Plan**



From: [Elle Ennis](#)
To: [James Shockey](#)
Subject: Cooper Creek Village Project - Public Comment
Date: Thursday, September 1, 2022 12:43:50 PM

Good afternoon Mr. Shockey,

I am looking forward to seeing the town progress on the Cooper Creek Village Project! Increasing connectivity between WP Resort and the Town of Winter Park seems to only have positive implications. Added public transportation, tax revenues, and the access to Federal and State grant monies are a few that come to mind up front.

Keep up the good work,

Elle Ennis
970.531.3637
esedesignwp@gmail.com

From: [Craig Edelstein](#)
To: [James Shockey](#)
Subject: Cooper Creek Development Plan
Date: Thursday, September 1, 2022 1:08:28 PM

Hi there, I own Snowblaze E207 -

I have seen the plans for the Cooper Creek Development Plan and would like to voice my support - I would hope the county would be willing to do whatever it takes to make this happen.

It would be such an incredible accomplishment and addition, and set up an even more incredible future for the town, for those both local and from out of town.

The Gondola itself would serve such a need, while the bus system works, most people I know that come in still try to park and have issues doing so, and on busy days the buses are often extremely full with people packed like sardines, that you are forced to drive anyway.

If there's anything I can do to help or further vocalize support please let me know.

Appreciate your time and thank you.

Craig Edelstein

August 30, 2022

Winter Park Town Council and Planning Commission members
C/O James Shockey

Dear Council Members,

This is a letter of support for the development plans for the Cooper Creek Village development. Not only is this a well thought out and visionary plan but meets some of the long term goals established by the Town. The intent to have a vibrant and successful downtown as well as the important connectivity to the resort are obviously just a few of these goals.

These goals in general have been on the Town's radar for years. The Town, staff, elected officials and community members have been reviewing and supporting this vision for some time.

As a long time business owner and property owner in down town Winter Park, I am delighted that our community has a development group willing to undertake this venture.

Please support this plan.

Robin Wirsing
970-531-1756
PO Box 3233
Winter Park CO 80482

cc
Jshockey@wpgov.com
cjohnson@wcjre.com

From: [Brad Bokal](#)
To: [James Shockey](#); [Erin Bokal](#)
Subject: In Support of Cooper Creek Village
Date: Friday, September 2, 2022 8:21:22 AM

Hi James -

Trust this email finds you well. Ahead of the meeting on September 6, 2022, to discuss Cooper Creek Village, I wanted to share our desire and support for the development.

For many reasons, we support development. Cooper Creek provides a place for my family to spend time together, and with our friends who are also small business owners in the plaza. We are excited about the reality of the in-town gondola, and the expansion of retail and services the project provides. We feel this project is a win-win for locals and the town of Winter Park.

Thank you,
Brad + Erin Bokal

From: [mich](#)
To: [James Shockey](#)
Subject: Support of Cooper Creek Development
Date: Tuesday, August 30, 2022 7:25:09 PM

To: Mr. James Shockey
Regarding: Cooper Creek Project

My husband and I would like to formally support the Cooper Creek Project for expansion. Both of us are very excited about the proposed development and back this project 100%.

It is our understanding that some people are concerned about losing the small town feel of Winter Park, we are not those people. We feel that if the project is developed in the manner that has been proposed that this will benefit our community and strengthen our position as a top resort town, winter and summer.

We have been a condo owner in Winter Park Colorado for over 12 years. Our unit is located in Snowblaze complex.

We do not rent our unit, it is strictly for family and close friends to enjoy.

Looking forward to seeing our town prosper.

Walter & Michélenne Bounds
Snowblaze C-23

Michélenne Bounds
318-422-3865 Mobile
mich@wbpros.com

Cooper Creek Village and Cooper Creek Square Final Development Plan Comments

Dear Mayor, Council Members, Staff, Developer, Attorneys, and Consultants:

Thank you for the opportunity to comment on the Cooper Creek Village and Cooper Creek Square Final Development Plan and Annexation Agreement. I appreciate that the public hearing was continued, and I think it may have to be continued again since there are so many issues that have not been resolved. The following are my comments for your consideration.

I. Public Hearings

As the Council is acting as a quasi-judicial body, the Mayor and Council should let the residents speak their 3 minutes after the staff and developer have given their presentations, not after the Council has made comments. This will allow the Council to hear both sides, and at least give the appearance that they are listening to the residents. This would also allow the Council to clear up any questions that the residents may have in their testimony by asking the developer or staff to explain, and would not leave the residents with questions or incorrect assumptions about the project as happened with the last public hearing on August 16. Additionally, it would give the Council a feel for what the issues are, and maybe generate additional questions that the Council may not have considered.

II. Gondola

I think the gondola is the most important item in this development and annexation. This is the opportunity for the Council to make significant improvement to the Town of Winter Park and the Winter Park Resort. The gondola solves many issues. It will help with the transportation problem, it will be an elegant, quick, convenient and high-capacity way to get to the Resort in the winter and summer. It helps with the bus driver problems. It will help get employees to the resort quickly. It helps with parking at the resort. It would provide an upscale amenity for the hotel. And it will be a catalyst for future development in Winter Park. "A WORLD CLASS SKI AREA".

So, I think that the Annexation Agreement and the Cooper Creek Village and Cooper Creek Square Development Guide Agreement should require the gondola be built and funded concurrently as a public private partnership with the Town of Winter Park, Winter Park Resort, and JAC Colorado II, LLC. I would like to see the Town, the Resort, and the Developer explore ways to get this accomplished. Maybe you could use transportation funds and managed by the transportation department and operated and maintained by the Resort (or something similar). Could you use Certificates of Participation, Urban Renewal, Business Assessments, lodging fees on the hotel, etc. to fund the construction and operations? You could ask Icenogle's firm, his associates, or your financial advisor to see what is possible. This is your opportunity to get the gondola built!

III. Infrastructure

In the annexation agreement I think you should add a section on building the gondola concurrently as explained above. Regarding the on-site public roadway improvements, Section 5 needs to be reworked. First, I would delete all references to the conditions "... prior to the issuance of the certificates of occupancy ..." and replace with "...prior to the issuance of building permits...". The Town loses leverage to get infrastructure completed when the developer has building permits in hand, and may also cause a safety problem by not having roads or water in place for emergencies.

Second, Section 5.2.1.2 Obligations to construct Road 1 and Road 2, also needs to be reworked. I don't think the Council should allow Road 2 to be constructed prior to the completion and initial acceptance of the bridge crossing the railroad. The way it is written would cause all the construction traffic to have to travel up Vasquez Road, across an at grade crossing of the railroad, up to a 3 way stop at Arapahoe Road, up Arapahoe Road to Timber Drive and up Timber Drive to the site. The noise, dust, smoke, years to complete, and potential damage to the existing residential roads is unacceptable. It also will be a safety issue with only one way to get to the site.

Third, Section 5.2.5 Treated Water and Wastewater Services. I think that the Council should require that the water system be looped between the north and south parcels. The proposed plan by TKE Engineering (WAT-01) just shows two connections points on the same water line in Timber Drive, that's not a looped system. There are discrepancies between the text and map. Without a good looped system, and since the usage will be low, the water system may lose the chlorine residual. Also, Council should not allow a lift station for the sanitary sewer system in the south parcels. It will have the potential for an environmental spill, and will stink at the force main exit manhole.

IV. Density and Setbacks

The density and setbacks in Cooper Creek Village south of the railroad tracks are inappropriate for this area. WPA-8 should be a maximum of 5 DU/AC not 20 DU/AC, because it abuts a residential area. The EPA-5 should be 15 DU/AC not 28 DU/AC and should have a minimum 5-foot side setback, rear setback, and front set back not 0.

V. Vested Rights

Section 9 should propose 10 years vested right with an additional 10 years if the gondola and bridge over the railroad tracts is constructed and dedicated to the Town, and then another 10 years based on performance.

Thank you for your consideration.

Gary Behlen, P.E. 88 Pine Cone Lane, Winter Park, Colorado

Hugh Bell

From: Danielle Jardee
Sent: Monday, August 29, 2022 9:58 AM
To: Keith Riesberg; James Shockey; Hugh Bell
Subject: FW: Cooper Creek Expansion

Cooper Creek Comments below.

From: Bob Freeman <bfreedog@gmail.com>
Sent: Monday, August 29, 2022 7:27 AM
To: Danielle Jardee <djardee@wpgov.com>
Subject: Cooper Creek Expansion

Good Morning:

We are the owners of 608 Crestview located at 79050 US Hgw. 40. We feel fortunate that for the last 14 years of ownership there has been little expansion in the Winter Park area but we are also realistic and know that development can't be stopped.

Generally in favor of the Cooper Creek Expansion that is proposed, we have three major concerns that we would like to be addressed. We are realistic in knowing that what has been presented is a "plan" and that it will likely change over and over again during the next 20 years or so.

Our major concerns in no particular order are:

- 75' height - this will block views and does Winter Park really need 7 story buildings? If a hotel is to go in north of Cooper Creek Square it will violate the views of the entire north side of our building. Can't we keep heights to 4-5 stories and make everyone happy? In addition do we really need a hotel to drive convention business here - we can't find workers for Safeway how are conventions centers going to be staffed?

- Water: where is the resource coming from for all of these new taps? No details necessary as you all know this is an issue that is not going away

- Parking: Where are people going to park - the garage on Vasquez is only so big. Crestview shares parking with Winter Park station. These parking spaces were designed before the giant SUV became the vehicle of choice so the number of spaces we have versus the reality is not realistic. Toss in a Gondola and Vasquez road becomes impassable. People will park illegally and take the \$40 ticket and chalk it up to what parking would have cost anyway. How about imposing a \$1000 fine for illegal parking?

We're excited about the project but have some concerns and appreciate you allowing us to voice them.

Robin and Bob Freeman
608 Crestview

Hugh Bell

From: Danielle Jardee
Sent: Monday, August 29, 2022 9:46 AM
To: Keith Riesberg; James Shockey; Hugh Bell
Subject: FW: cooper creek expansion

More comments on CC below.

From: richard siorek <rsiorek@gmail.com>
Sent: Friday, August 26, 2022 12:31 PM
To: Danielle Jardee <djardee@wpgov.com>
Subject: cooper creek expansion

Hello,

when I hear about the plans for expansion along the Vasquez road I'm truly bewildered - a road, a hotel, a gondola? That seems like a lot in this not so big space.

Moreover, **if the city of Winter Park is at all serious about the gondola - that will require a lot of more parking space.**

I'd think that multilevel parking is required more than a hotel in this place.

And another floor added (if possible) to the existing parking garage - if possible maybe a drive through connection between the two over the Vasquez Rd.

In the WP area there are towns, and I do not need to remind you - wide spread Fraser and Tabernash as well as Granby. A lot of places without bus access.

A lot of families would rather pack the car and drive to the gondola and park there than any other solution (even if a bus would be available).

It is much easier for families to get to a car and leave whenever than to plan an exit at the exact time to a bus stop with all the stuff.

Winter Park is not Telluride!

Those people will have to park somewhere - Lions Gate Rd won't be able to handle so much parking, the existing parking garage will fill before 8am.

Vasquez Rd. is too tight to park.

Where will those hundreds of vehicles be parked?

Thank you,
richard siorek
(crestview)

O make me Thine forever; And should I fainting be,
Lord, let me never, never outlive my love to Thee.
(Bernard of Clairvaux - 12th century)

Hugh Bell

From: Danielle Jardee
Sent: Monday, August 29, 2022 9:36 AM
To: Keith Riesberg; James Shockey; Hugh Bell
Subject: FW: Please send this to the Town Council

Another Cooper Creek comment below.

From: Ann Foster <co.anniebelle@gmail.com>
Sent: Thursday, August 25, 2022 8:29 PM
To: Danielle Jardee <djardee@wpgov.com>
Subject: Please send this to the Town Council

Could you please forward my email to the Town Council

My husband and I have worked and lived in Colorado for 30 years. We fell in love with Winter Park early in our arrival and were finally able to buy property in 2016. Our dream was to retire here and we now live here full time in Crestview Unit 604.

We have attended all of the Planning & Zoning meeting and the Public meetings concerning the Copper Creek Development and have a few concerns about the proposed development that we hope the Town Council will consider at the upcoming meeting:

1. I'm concerned about the availability of parking. One of biggest personal concerns is that most of the current Crestview outside parking will be covered by the new access road and proposed hotel. As I've said - I have attended all of the Planning & Zoning meetings for the Copper Creek Development project and whenever the parking topic comes up the developer says he'll address it later – This is NOT acceptable! Parking is a big issue and we must plan for it up front. The developer needs to include an underground parking garage for his hotels in the first designs.
2. The funding for the Gondola and railroad bridge as well as where visitor's cars will be parked during the day needs to be considered 'carefully'. I understand that the developer is suggesting "drop-off" at the gondola but it's not realistic. When a mom drops off the dad and kids to take the gondola to the resort she must have a place to park nearby so that she can join them on the mountain. If we do not plan 'well' now Vasquez Road will become a parking lot with cars parked illegally along the roadside. As we have learned at WP resort – a ticket for illegally parking is 'just the cost of parking' when some families are on vacation. I think the board should demand adequate parking for all new businesses – it should be factored in as a 'cost of doing business' in Winter Park.
3. Is the 75' hotel height for 2 hotels really necessary? It will totally change the feel of downtown Winter Park. Do we really need high priced hotel rooms that require 75' high-density rooms when the space could be better utilized for employee housing which is desperately needed? The developer says he plans to accommodate 30% employee housing for the hotel staff. Where are the other 70% of employees going to live? And where are they going to park when they come to work? Providing employee housing should be considered a 'cost of doing business' in Winter Park.

4. The gondola is a 'lovely idea' BUT – who is 'actually' going to pay for it and maintain it?
Is the town of Winter Park obligating to pay for its construction and maintenance to 'benefit'
the new, expanded business development?

Thank you for considering my concerns,
Best Regards,
Beryl Foster
Crestview 604

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

Cooper Creek Village has the potential to:

- Realize the Community's vision to better connect Downtown to the Resort with a gondola that is 30-years in the making
- Establish a new public trail that will allow for continuous downhill skiing from the Resort to Downtown, and uphill skiing, cross-country skiing, hiking, and biking from Downtown to existing trail complexes at the Resort and National Forest
- Provide a wider range of convenient and sustainable modes of transportation while reducing dependency on private vehicles
- Establish a critical mass in a diversity of housing types and lodging properties in the Downtown area
- Enhance the vitality of the entire Downtown by catalyzing a vibrant and pedestrian oriented Downtown
- Support existing businesses and increase new business opportunities
- Significantly increase the tax base so the Town can provide new and improved services for all residents and visitors
- Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

Thank you!

Name: Eric Shafran

Local Address: 50 Village Drive, Beaver Village Bldg 2, Unit 214

From: [Danielle Jardee](#)
To: [James Shockey](#); [Hugh Bell](#)
Subject: Fw: Cooper Creek Development
Date: Thursday, August 25, 2022 4:44:53 PM

Comments below for Cooper Creek

From: coeeyore <co.eeyore@gmail.com>
Sent: Wednesday, August 24, 2022 5:14 PM
To: Danielle Jardee <djardee@wpgov.com>
Subject: Cooper Creek Development

Please send this to the Town Council

We are retired and live full time in Crestview Unit 512 and have some concerns about the proposed development that we hope the Town Council will consider at the upcoming meeting:

1. Has the town allocated sufficient water for the foreseeable future for all the large developments underway and proposed, i.e. Ski Idlewild, Roam & now Cooper Creek?
2. Where are all the cars going to be parked when hundreds of new housing units are built? Our specific concern is that most of the current Crestview outside parking will be covered by the new access road.
3. The 75' hotel height for 2 buildings will totally change the feel of downtown Winter Park. Do we really need high priced hotel rooms that require 75' high density rooms when the space could be better utilized for affordable housing which is desperately needed.
4. The funding of the Gondola and rail bridge as well as where visitor's cars will be parked during the day needs to be considered carefully.

thanks

Rob Henry
Crestview 512

From: [marc scherschel](#)
To: [James Shockey](#)
Subject: Cooper Creek Plan
Date: Wednesday, August 24, 2022 11:42:55 AM

Hello Sir,

Just a note if full support for the Cooper Creek Combined PC plan. I believe the benefits for the town of Winter Park, the resort and those that enjoy WP far outweigh any less than positive impacts.

I've been "playing" in Winter Park for 50-some years, own in Snow Blaze and have no plan to go anywhere else.

Thank you. Let me know if there is anything I can do to move the plan forward.

Best,
Marc Scherschel
303-356-5530

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Winter Park & Fraser
CHAMBER

To: Winter Park Town Council submitted to James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Dear Winter Park Town Council,

The Winter Park and Fraser Chamber respectfully submits this letter of support for the proposed Cooper Creek Village development project and entitlements requested by the Applicant (JAC Colorado II, LLC).

The Chamber Board recognizes this project provides an opportunity to make the vision of a connected community a reality. The connection of Downtown Winter Park to Winter Park Resort through trail and gondola connections will increase the vitality for residents and guests in our community.

The Chamber does recognize that specific negotiations will be continued for each stage of development. The Chamber Board has every confidence that the Winter Park Town Council, with the diligent work of staff, Planning Commission and resident input, will plan for balanced and sustainable development.

The Winter Park and Fraser Chamber Board believes that the Cooper Creek Village has the potential to:

- Realize the Community's vision to connect Downtown to the Resort with a gondola that has been part of the Vision for Winter Park for the past 30 years.
- Establish a new public trail that will allow for connections for downhill skiing, uphill skiing, cross-country skiing, hiking, and biking to existing trail complexes at the Resort and National Forest to Downtown.
- Provide a wider range of convenient modes of transportation while reducing dependency on private vehicles
- Establish an increase in diversity of housing types and lodging properties in the Downtown corridor
- Support existing businesses and increase new business opportunities
- Significantly increase the tax base so the Town can provide new and improved services for all residents and visitors
- Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

Please feel free to contact us with questions regarding our stance by email to Catherine Ross at cross@playwinterpark.com.

Respectfully,

Mindy O'Neil

Mindy O'Neil

President, Winter Park and Fraser Chamber

From: [Ryan Toole](#)
To: [James Shockey](#)
Cc: rick@re-architecture.com; [Rog Rogers \(rogr@rocketmail.com\)](mailto:Rog.Rogers@rocketmail.com); pvfranke@polsinelli.com
Subject: Cooper Creek
Date: Monday, August 22, 2022 7:48:26 PM
Attachments: [Cooper Creek trails.pdf](#)

Hello, James. After reviewing the Cooper Creek proposed FDP, we are generally supportive. The Cooper Creek parcels will require a sensitive approach, but we believe they can be developed in a manner that will enhance the community and the immediately adjoining properties. Generally speaking, WC Johnson has done a good job with the FDP.

We have two comments.

First, the Cooper Creek documentation does not acknowledge that the Rogers property is now part of the Town of Winter Park, zoned D-C. See the attached Exhibit which has been abstracted from the submittal. This exhibit should be corrected.

Second, we strongly believe that pedestrian connections are an important aspect of quality development. The Rogers Annexation Agreement requires dedication of a trail to connect that property to other properties to the north, specifically to the properties fronting Vasquez Road owned by Cooper Creek and WPRA. This existing "pioneer" trail has been in existence for many years. We not only support this connection, we expect it to be formalized. The Cooper Creek plan (again, see the attached exhibit) does not appear to anticipate a trail connection from Village Drive to Vasquez. Hopefully this is merely an oversight which can be corrected.

We look forward to a quality development as our neighbor.

Ryan Toole, CRE, CCIM
Alterra Real Estate Advisors, LLC
303-250-9002

From: [RJ Black](#)
To: [James Shockey](#)
Subject: Cooper Creek Villages Development Plan
Date: Tuesday, August 16, 2022 5:45:48 PM

Hi James,

I hope this email finds you well. My name is Robert James Black and my wife and I are lucky enough to own a studio condo unit in Snowblaze Condos in Winter Park. We recently became aware of the proposed development plan for Cooper Creek Villages and I wanted to reach out to share our thoughts.

While increased development in Winter Park is understandable and inevitable, we feel that it is incredibly important to take a thoughtful approach to future development. To us that means strict efficiency, environmental, and sustainability standards for all new development to make sure that our beautiful valley and river are not negatively impacted. There are cutting edge technologies that can enable Winter Park to be a leader in incentivizing development that not only avoids negative impacts on the environment and community, but actually promotes a positive impact. Hand in hand with the importance of positive impact development is the imperative to ensure equitable access to affordable housing for residents of Winter Park.

With regard to the CCV plan, we agree with the sentiment shared with us by the residents of Idlewild Meadows neighborhood that rather than giving CCV the most liberal zoning designation, it would be more appropriate to move forward with zoning that is more representative of the adjacent neighborhoods and include a feathered density transition.

We appreciate you taking the time to receive public comments, and thank you for working on behalf of the community.

Kind regards,
RJ Black

From: [Mark Johnson](#)
To: [James Shockey](#)
Subject: Cooper Creek Development Support
Date: Tuesday, August 16, 2022 3:39:35 PM
Attachments: [CCE08162022.pdf](#)

James,

I am sending this letter of support because I believe in this project. I don't send many of these. We need a local developer with vision who can get this done. The gondola with commercial space is needed. This project does more than build additional condominiums. The ski resort and town need a 3rd access point to spread the people and to capitalize on the increased activity. This is an opportunity to take Winter Park to the next level.

As you know I am a supporter of bringing a full service hotel to Winter Park. Actually one at the base and one in town. The gondola is essential. A hotel would help increase occupancy in the shoulder seasons. We do not have a business conference center with an adjoining hotel. This is essential to increasing commercial traffic. I find it curious that Winter Park waives the height restriction for condominiums but not a hotel. A full service hotel should be 150 to 200 hotel rooms minimum. And should be 1 facility all self-contained.

Winter Park is going to grow regardless, lets manage the growth and do it right.

Where is the water coming from?

When we built our home in Winter Park 20+ years ago I remember the town of Winter Park and Grand County Water and Sanitation being concerned about having enough water for future needs.

When the ROAM development was being planned and going through the FDP process I remember being at several meetings with 5 or 6 Denver water lawyers. I thought then our little town and part time town lawyer were really out gunned. How would we be able to have a fair fight or discussion about the proposed water and land use? In my opinion we lost a great deal. That development encroaches upon the river and its riparian environment in a way that does not respect the health of the land, flora, fauna and water. There were people from Colorado Parks and Wildlife, environmental biologists, Trout Unlimited and many citizens who voiced their concerns. Concerns that were ignored by Council.

Here we go again, with at least one of the same developers from ROAM. This time he didn't bring a cadre of Denver water lawyers with him. Why? Well, I think he feels confident he can take advantage of the town again. I hope he is wrong!

I want to ask the town of Winter Park where the water for this project is coming from and if it is it a dedicated and reliable source? The west is in the worst drought in more than 1200 years, Lake Powell and Lake Mead are so low the dams many not be able to produce hydropower for much longer. Much of the water for those reservoirs comes from the Colorado River. Here in the valley 80% of our water goes to Denver Water and it is unlikely Denver Water will let us have some of that 80% back as alluded to in the last planning commission meeting on this project.

Before this FDP is granted, I hope you will consider the very real problem we could have in the not too distant future, not enough water for all those water taps. Is it responsible to approve this project without knowing where the water is coming from?

Thank you,
Priscilla Kirouac
151 Pine Cone Lane
WP, CO

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

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Thank you!

Name: *Vickie Fischer (owner)*

Local Address:

Business (if applicable):

Icee Marie
Cooper Creek Sq Bldg 1 #214
Winter Park Co

I live at 189 Columbine Drive
Fresh Co 80442

From: [Danielle Jardee](#)
To: [James Shockey](#); [Hugh Bell](#)
Subject: FW: Cooper Creek Annexation
Date: Tuesday, August 16, 2022 10:35:08 AM



Danielle Jardee, CMC

Town Clerk | Town of Winter Park

50 Vasquez Rd. | P.O. Box 3327

Winter Park, CO 80482

970.726.8081 x208



From: Cathy Ratschkowsky <cathyjosmail@gmail.com>

Sent: Friday, August 12, 2022 9:34 AM

To: Nick Kutrumbos <nkutrumbos@wpgov.com>; Rebecca Kaufman <rkaufman@wpgov.com>; Art Ferrari <aferrari@wpgov.com>; Jennifer Hughes <jhughes@wpgov.com>; Jeremy Henn <jhenn@wpgov.com>; Mike Periolat <mperiolat@wpgov.com>

Cc: Keith Riesberg <kriesberg@wpgov.com>; Danielle Jardee <djardee@wpgov.com>

Subject: Cooper Creek Annexation

Dear Council Members,

I'm writing to express deep concerns about the upcoming annexation request regarding the CCV development.

First, the final development plan includes parcels that are already annexed into the city. These parcels are slated for 75' hotels. This seems a convenient way to do an end run around Winter Park's UDC and avoid getting a variance as most property owners must. The developer cited the fact that other developments had buildings that were 75'. Our understanding is that these had a variance. They used the processes required of all developers. This developer is asking you to set a precedent. We would request that you get legal advice about what this does to future development in our city. Please require this developer to keep building heights at 55' and get variances if they want more.

Second, they are developing in areas of wetlands. They are happy to leave the jurisdictional wetlands alone...the topography pretty much dictates that anyway. We are concerned about the non-jurisdictional wetlands in NPA-1. These are confirmed moose habitat. Being the top mammal, moose habitat protects all other wildlife in that habitat. Please demand a buffer around that habitat. There is a 30' buffer for the human inhabitants next to the development. The wildlife should be afforded the same consideration. We have planning documents the town approved that set values and goals to maintain our wildlife habitats and natural environment. Please honor the community's wishes and

efforts here. This developer will still be profitable if these few acres are set aside. A greenbelt given over as a conservation easement accomplishes this and provides monetary gain through tax incentives. There are ways to do this. Please don't ride roughshod over our wildlife!

Third, please consider the citizens you represent. We have done our homework like never before. Our neighborhood alone has spent countless hours educating and organizing ourselves, meeting with the developer, and walking the wetland meadow in NPA-1. Please represent us in our efforts. Business owners may benefit, but they don't abut this development. We do and have real skin in this game. Our properties should be protected as well. The 30' buffer next to existing homes is only 10 additional feet from what is required anyway. Please make the 30' buffer the starting point for new development. New homes should not have that as part of their individual lots and be expected to maintain the vegetation required in that buffer. Please be realistic here.

Finally, by requesting a late stage continuance, the developer cut short the time the P&Z had to deliberate this FDP. They did not have adequate time for discussion. Several members stated that this was a lot to consider and they were fatigued. One member even said she couldn't take it all in in such a short time frame. She was not thinking clearly enough to really give this her full consideration. This is the largest development Winter Park has seen. Please figure out how to get a continuance for all parties. If that means you don't approve annexation at this time, so be it. The developer has done a thorough job and could resubmit his proposal. It's not the end of the world. Please don't be lured into quick action just because we might want a gondola, which by the way, is only promised here. It is not funded and not in any way a guarantee.

Please acknowledge that you've read this. Thank-you.

Respectfully,
Cathy and Rich Ratschkowsky
153 Idlewild Lane

Council Members

Planning and Zoning public hearings are required by statute. Although comments/ letters are not a straw poll, the fact that these hearings are required by statute is itself recognition of the fact that the decision making process must be more sensitive to the rights of the affected property owners.

Findings for Resolution 1, Series 2022 as written for the 08/09/2022 PZ meeting are wrong:

Resolution 1, Series 2022

A RESOLUTION OF THE PLANNING COMMISSION APPROVING A FINAL DEVELOPMENT PLAN ESTABLISHING A PLANNED DEVELOPMENT (P-D) DISTRICT OVERLAY FOR COOPER CREEK VILLAGE AND COOPER CREEK SQUARE

1. Findings.

a. The Planning Commission hereby finds and determines that the Cooper Creek Village, Cooper Creek Village and Cooper Creek Square Final Development Plan meets all the applicable criteria set forth in Title 7 of the Winter Park Town Code.

b. The Planning Commission finds and determines the following as to the rezoning of Cooper Creek Square:

- That the existing zoning was not an error at the time of adoption; **Yes (F- Forestry and Open District)**
- That the area **(planning area)** has changed due to new growth trends; **No, (maybe unofficial disc golf?)**
- That there is an area and community need for the proposed rezone; **No, abutting property owners will be damaged.**
- That the proposed rezoning is compatible with the surrounding area; **No, affected property owners depend on the neighbors existing zoning, any zoning other than O-S-F or R-1 with an additional 30' Type D Bufferyard will be permanently damaging.**
- That there will be benefits derived by the community by granting the proposed zoning: **No, (Maybe Safe shortcut without walking over train tracks to Ice Hill, Serenity, Blue Sky and Twin Bridges trails, this could be accomplished without rezoning)**
- That the proposal is in conformance with the policies, intents, and requirements of the Town Code and Town Plan; **No, needs to protect and conserve wetlands, wildlife, and character of existing neighboring R-1 communities**
- That adequate facilities are available to serve the type and scope of the proposed development as identified in the Final Development Plan. **No, Timber Drive (local low volume classification) is not suitable for connecting to the proposed local volume road.**

Our Healthy and Thriving Environment

EN Strategy 1.5: Protect the viability of natural wetlands and watercourses as a key component of our natural and built environments.

- **30% Destruction of Healthy Meadow and Wetlands Possibly "Fen" or "Wet Meadow" (EPA) in the Non-jurisdictional wetlands located between the northwest quadrant of NPA-1 and Idlewild Meadows.**
- **The Northwest quadrant of NPA-1 and non-jurisdictional wetlands sit on a shallow aquifer and are likely an indicator an important sink for CO2 and acts as water discharge (run-off) filter. Potentially un-mitigatable and irreplaceable. This wetland cannot be disturbed, crossed or developed in any way.**
- **Confirm the delineation of non-jurisdictional wetlands located between the northwest quadrant of NPA-1 and Idlewild Meadows**

EN Strategy 2.3: Protect the integrity of significant wildlife habitat and movement corridors.

- Idlewild meadow and wetlands are currently designated by CPW as a Moose Habitat

EN Strategy 3.1: Encourage density in appropriate locations and clustering of development to maximize open space.

- Maintain existing densities abutting R-1 communities.
 - Affected property owners depended on F Grand County Zoning when they purchased their properties.
 - Any zoning other than O-S-F or R-1 (detached) including the 30' Type D bufferyard will permanently damage the owners and character of the Idlewild meadow community.

Do Not Destroy NPA-1 NW Quadrant (Idlewild Meadow and Wetlands) and cause permanent harm to Idlewild Lane Residents, wetlands, and wildlife based on town strategies that do not apply to this zoning district.

- Strategy 1.2: The dream of the Gondola Connection
 - Except for the free easement, the Gondola Connection is not directly related to the CCV zoning proposed in the FDP.

There is little derived benefit to the community from the proposed ski trail connection. The Town of Winter Park should not be responsible for paying for the cost, for the design, construction, operation, and maintenance of the Ski Connection Trail. The development should carry the expense for their ski-in ski out ammenity this should not be a Burden on TOWP Taxpayers.

- Light and noise pollution, snowmobile traffic, night operations, snow making
- Attractive nuisance, will require enforcement againts skier drop-off along road
- Patrol

Vested rights of 10 years with an additional 10 years if the bridge over the railroad tracks is constructed and dedicated to the Town more appropriate that the 20/10 proposed.

Public Letters as of 08/09/2022 Planning and Zoning Meeting

	Full Support As Written	Support with Concerns	Opposed
Letter Count	12	29	1
Duplicate Letters	10		
Affected Property Owners	0	29	1
WP Residents	3	29	1
Realtors/Developers	6	1	

JAC was either savvy enough or just got lucky when they continued the original hearing. Their application wasn't finished. By doing this they effectively ran out the clock and rushed the commissioners into a six-hour meeting. Disgusting but a tactic worth remembering. "fool me once..."

Do not allow developers to hold us hostage because of an application that should not have resubmitted in the first place!

As a commissioner I made the motion for and voted to approve the resolution we sent to you and I don't feel good about it. After six hours I felt it was in the best deal I could get for our community just to get a few mediocre recommendations on record vs. risking a more damaging recommendations from colleagues.

As a citizen, I drank the Kool-Aid. I love the 'dream of the gondola', hell, Suzi and I originally bought our property on Idlewild Lane speculating on the 'what if' scenario of a gondi steps away from our property. But don't take the bait. The 'Dream of the Gondola', the Dream of a "luxury hotel" (whatever that means), and the dream of ski back trail aren't even on the table at this point. There is no actual commitment for any of this. It is our duty to act responsibly. What is on the table is **YOU** permanently damaging the property owners, wetlands and wildlife directly affected by this development and burdening the taxpayers with an exorbitantly expensive ski-in ski-out amenity that, in reality, only benefits the developer!

The recommendation from PZ is just that and not a determination. Before the last election, councilors on the ballot made heartfelt promises about sustainability, preserving wildlife, wetlands, responsible development, and developers not being a burden on the town. It affected the way your constituents voted. If you have a relationship with the developer that creates a bias for the developer's interest over the benefit of your community, put yourself in a defensible position and recuse yourself. If property owners/voters can't trust us to make decisions based on what benefits the community, we might as well let developers run the town. It is time for a do-over of this FDP. It is time to do the right thing.

CCS/CCN needs to go to the board of adjustments just like everybody else for a height variance. Reject the proposed FDP and work with JAC to resubmit an FDP strictly for CCV that works for the community.

Respectfully,

Jonathan Larson

Resident 184 Idlewild lane

Town of Winter Park Planning and Zoning Commissioner

From: barbara.tria.cre@gmail.com
To: [Nick Kutrumbos](#); [Mike Periolat](#); [Mike Davlin](#); [Art Ferrari](#); [Jeremy Henn](#); [Jennifer Hughes](#); [Rebecca Kaufman](#); [Riley McDonough](#)
Cc: [Charlie Johnson](#); [James Shockey](#)
Subject: Cooper Creek Village
Date: Tuesday, August 16, 2022 10:22:23 AM

Mayor, Town Council, Mr. Shockey and Charlie:

My husband and I have owned a condo in Crestview Place since 2005.

As the plan for Cooper Creek Village comes before the Town Council this evening, I ask that you consider the following:

1. **Please preserve the vehicular access Crestview Place has to it's backyard.** The current proposed design eliminates that access.
 - o The current road provides for:
 - Proper access to maintain and preserve our backyard greenspace that is an integral part of how we enjoy our home.
 - Access for construction equipment needed for:
 - Snow removal
 - On-going construction to maintain the building envelope (some of which is currently in process)
 - Access for homeowners' individual home improvement projects
 - Access for fire/life safety vehicles in case of an emergency – thankfully not needed in the past to the best of my knowledge, but an additional way to access condo units/bldg.
2. **Hotel development/Winter Park Brand**
 - o Raising the height limit to 75' for property where a minimum of 60% Overnight Accommodation Units will be built solves for a hotel operator/developer's inability to find land in Winter Park that would enable them to successfully develop a hotel – not clear to me if a select service hotel or a full service convention hotel (discussed in the past) is being contemplated for the site(s) where this height limitation would be implemented.
 - o As a real estate professional, I understand access to transit, goods and services is where residential density is often located as demand created by residents and visitors can promote and support a healthy downtown economy.
 - o The Town, Chamber and residents have spent a lot of time, talent and money cultivating our Winter Park brand.
 - o Is there a way to ensure development of a hotel in the location(s) being considered aligns with the Winter Park brand?

Thank you for your consideration of these points.

B

Barbara Tria

Owner, Crestview Place

C: 305.790.5055

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Think green. Print responsibly.

From: [Tracy Chamberlain](#)
To: [Mike Davlin](#); [Art Ferrari](#); [Jeremy Henn](#); [Jennifer Hughes](#); [Rebecca Kaufman](#); [Nick Kutumbos](#); [Riley McDonough](#); [Mike Perolat](#)
Cc: [Keith Riesberg](#); [Alisha Janes](#); [Danielle Jardee](#); [James Shockey](#); [Hugh Bell](#); [Irene Kilburn](#); [Tom Hawkinson](#)
Subject: Cooper Creek Village FDP - Town Council - August 16, 2022
Date: Monday, August 15, 2022 3:53:19 PM

Dear Winter Park Town Council Members:

Please consider this email as our request to temporarily “disapprove” the Cooper Creek Village (CCV) Final Development Plan. This project is a large, complex project that requires significantly more conversation between all the stakeholders involved.

I am co-representing my family who purchased 124 Idlewild Lane just over 50 years ago. I’m also representing my wife and brother-in-law whose family purchased 165 Idlewild Lane about 43 years ago.

Recent developments and developments under construction are blatant examples of the TOWP’s highest priority – revenue generation. Based on what I see, the TOWP is maximizing housing density, which in turn maximizes profits for the developers and maximizes revenue for the TOWP. High quality of life and Winter Park’s eclectic nature deserve more consideration than the TOWP has historically provided. By the way, the TOWP’s 7% sales tax rate is also a bit egregious.

The view down Lionsgate Drive has been destroyed by the Arrow project. The “transition” from the east to west side of Lionsgate Drive is an abomination. I believe wildlife habitat has been destroyed for the Roam project. The Roam project has one of the most “butt-ugly” buildings on the planet right in the middle of it. I don’t see any significant differences between the CCV project and other recent development projects. Do you consider these developments eclectic and having a high quality of life?

I have numerous comments and concerns about the CCV project. The following is a short list, and just a short-list, of my comments and concerns.

1. The CCV project helps “lay the groundwork” for the construction of a gondola and construction of a ski-back trail from the TOWP to the resort.
 - a. One element of Winter Park’s “eclectic beauty” is the separation of two mountain lifestyles. People can come to Winter Park to enjoy the mountains, or they can come to the mountains to ski and mountain bike or do both. Why does the TOWP and the resort want to connect the two lifestyles? How will a gondola enhance resident’s quality of life? There will be more people and more congestion in downtown Winter Park.
 - b. Communications regarding the proposed gondola are misleading. Why hasn’t a gondola already been built? Could it be because it’s not financially viable, and never will be? Does the TOWP and the resort actually have a plan to build the proposed gondola? Is there a timeline for construction?
 - c. The proposed gondola and trail are a huge financial burden. Who is going to pay for the proposed gondola? Has the TOWP already verbally agreed to build and maintain the ski back trail?
 - d. Has anybody done any utilization projections? Are those projections meaningful or just wishful thinking?

- e. Has the TOWP had discussions with other stakeholders? If so, why has the TOWP not shared that information with its residents? Meeting in executive session is one thing. Not disclosing the results of those executive sessions is another.
 - f. Why are the TOWP and the CCV developer “banking on” amenities that may never be built? What are the probabilities these amenities will be built? Just wishful thinking again?
2. The CCV project proposes a luxury hotel.
- a. A Ritz-Carlton in Winter Park? Really?
 - b. Where are these people going to eat? The hotel restaurant? Is that a mountain lifestyle experience? Will I need an American Express Black card to afford lunch?
 - c. Who thinks it’s a good idea to put more people in downtown Winter Park? Downtown is becoming a concrete jungle lacking restaurants and commercial space.
3. I have numerous other concerns about the CCV project. These concerns have also been raised by other residents, so I’ll be brief.
- a. Residential zoning density – earn a dollar or preserve the quality of life in Winter Park?
 - b. Maximum building height – doesn’t the TOWP have a building code and a variance process? Why do some people consider variances precedent (e.g. “the plans are consistent with existing neighborhoods”)? If variances are precedents, why does the Board of Adjustments exist?
 - c. Destruction of wildlife corridors and habitat? Destruction of wetlands, particularly in parcel NPA-1?
 - d. Ample water to supply all the developments under construction or planned?
 - e. Increased vehicle and pedestrian traffic? Parking for existing and increased vehicle traffic?

Please remember the CCV project is a business. Business has risks. Some businesses make money, some breakeven and some fail. It is NOT the TOWP’s responsibility to ensure that this project makes money for the developer.

Someone stated that concerned citizens are “misinformed or disinformed”. I agree with this statement. There were quite a few “to be determined” aspects of this project. The CCV project is a large, complex project that needs more discussion to ensure all the stakeholders fully understand the ramifications of it.

Thus, I request the TOWP temporarily disapprove the CCV proposal until additional relevant information can be gathered and shared with and evaluated by the appropriate stakeholders. Your decision will affect Winter Park for decades, if not longer, so I assume you want to make the most informed decision you can.

Frankly, it’s heart breaking that our world-class ski resort and world-class community are no longer the best kept secrets on the planet.

Tracy B. Chamberlain
124 and 165 Idlewild Lane



Virus-free www.avg.com

Hugh Bell

From: Susan Keck <stkeck@hotmail.com>
Sent: Monday, August 15, 2022 4:57 PM
To: Nick Kutrumbos; Art Ferrari; Jennifer Hughes; Mike Periolat; Mike Davlin; Jeremy Henn; Jennifer Hughes; Rebecca Kaufman; Riley McDonough
Cc: Keith Riesberg; James Shockey; Hugh Bell
Subject: Cooper Creek Development

Dear Council,

There are a few items that are concerning to me as a 30+ year full time, year-round, contributing resident of Winter Park as you vote on the Cooper Creek Village. I find the plan incomplete without enough information and not in line with the Three Mile Plan and Imagine Winter Park.

-The Three Mile plan states Pyne properties- "The Town allocated approximately 357 single-family equivalents to the property (2008 water study). Mixed residential and open space. The northern parcel should be considered for mixed use zoning due to its proximity to the downtown while the southern parcel should remain primarily residential due to its surrounding uses."

NOW, there are 875 Residential units plus 400 hotel rooms proposed for the CCV project. That's more than double, 518 more residential units plus hotels without any dedicated to new, attainable housing. Crowding housing and a hotel into the meadow on the south property with minimal setbacks seems reckless!

It also states-

IF a ski back trail is constructed, higher density could be allocated along the ski back trail with hospitality services as ancillary uses.

Why would you approve this development with commercial zoning without a guarantee of the ski back trail? Once the trail is constructed, then the developer/town can rezone the area. Also, there is no guarantee that the gondola is going to be constructed even with an easement. I haven't seen any interest/support from Winter Park Resort at the Planning Commission meetings.

-The 75 ft. height of all buildings with commercial zoning are out of character for the town. 55ft has been the benchmark! There are other chain hotels in this valley that operate with lower heights than 75 ft. Once the developer has a more solid plan, they can go through the Board of Adjustments per commercial parcel and sees what makes sense. The 75ft height will change the landscape and views throughout the town. Eventually, we'll be seeing more and more 75ft buildings. Is that Imagine Winter Park? At this point, why are you giving the developer so much control? Charlie Johnson is quoted in 2018- There is so much development moving forward in Winter Park that people won't recognize it 10 or 15 years down the road, Johnson predicted. Imagine Winter Park?! Can we learn from adjoining towns when the developer has more control on what can be built than the town? Also, more people, need more parking, which does not seem adequate for the proposed development plan. Can the town and resort really handle more visitors? It seems as if we are already at the tipping point for the infrastructure and amenities and to say the least, working class people.

Imagine Winter Park-the community would like to keep a rustic environment. The wild life has been pushed out of many other areas. Please be mindful of the delicate wetlands that provide for the wildlife and their corridors. We have to be their voice!

Please reject the CCV development as proposed or, consider adding conditions that make it more conducive to adjoining neighborhoods and land uses.

Thank you,
Susan Keck
110 Arapaho Rd.
Winter Park

Town Council and staff:

Nick Kutrumbos: nkutrumbos@wpgov.com

Mike Periolat: mperiolat@wpgov.com

Make Davlin: mdavlin@wpgov.com

Art Ferrari: aferrari@wpgov.com

Jeremy Henn: jhenn@wpgov.com

Jennifer Hughes: jhughes@wpgov.com

Rebecca Kaufman: rkaufman@wpgov.com

Riley McDonough: rmcdonough@wpgov.com

Keith Riesberg -Town Manager: kriesberg@wpgov.com

Alisha Janes - Asst Town Manager: ajanes@wpgov.com

Danielle Jardee - Town Clerk: djardee@wpgov.com

James Shockey - Community Development Director: jshockey@wpgov.com

Hugh Bell - Town Planner: hbelle@wpgov.com

Irene Kilburn - Building & planning Technician: ikilburn@wpgov.com

Thomas Hawkinson - Building Official; thawkinson@wpgov.com

Dear Winter Park Town Council & Staff:

It is difficult to see our TOWP village turn into a Vail, Aspen or anything but what it has been since we were privileged to find our mountain home here in Winter Park in 1971.

It is even more difficult to see that a developer can come in practically overnight and turn neighbor against neighbor, elected officials saying one thing to get elected and yet falling into place with a developer who is trying to ruin our lifestyle on Idlewild Lane.

Growth is one thing. Destroying meadows, wetlands, wild life paths, is not what needs to happen to facilitate growth.

Seems to us that there is a direct conflict of interest for some of those who are wanting to create a Vail atmosphere here in WP that we have tried years to avoid.

We have not met Charlie, but from everything I have heard and read he seems to be the kind of developer who is wanting to change the flavor of our entire community by insisting on having high rise buildings, a gondola (which has been talked about for years and is truly not needed) and placing dense housing in places that should be left alone. It is sounding like it is only about the money and nothing else is being taken into consideration. We believed that the TOWP had previously put in place systems and made commitments to preserving our community to prevent this kind of Vail- style of development from happening.

There will be no more watching the mother fox feed her babies, moose grazing in the meadow, chipmunks playing along the paths through the woods, ground squirrels

jumping around in the trees, and being able to sit outside of our mountain homes and watch the stars and the comets passing overhead. All gone for the love of money.

Our hearts are saddened if our Town Council cannot see the damage that is going to be done by this developer if he is allowed to proceed with his current plan.

How sad for all of us!!!

Seems to us that people have forgotten what it is like to enjoy the finer things in life and it is certainly NOT all about the money.

Ray & Melanie Chamberlain

From: [Kristen Tourangeau](#)
To: [Mike Davlin](#); [Art Ferrari](#); [Jeremy Henn](#); [Jennifer Hughes](#); [Rebecca Kaufman](#); [Nick Kutumbos](#); [Riley McDonough](#); [Mike Perolat](#)
Cc: [Keith Riesberg](#); [Alisha Janes](#); [Danielle Jardee](#); [James Shockey](#); [Hugh Bell](#); [Irene Kilburn](#); [Tom Hawkinson](#)
Subject: Cooper Creek Village FDP - Town Council Vote - August 16, 2022
Date: Monday, August 15, 2022 2:21:26 PM
Attachments: [Idlewild-Wetlands-2.docx](#)
[Idlewild-WJF.docx](#)

Ladies and Gentlemen:

We understand that there will be a vote of the Town Council on the Cooper Creek Village final development plan this Tuesday. Please re-read our attached letters. We are resending them to make sure that you received them, as we have had no confirmation from the clerk that our letters have been distributed.

We are among the members of the community who have second homes in Winter Park, but we have owned these homes for over 50 years and have been coming to Winter Park year-round for all those years. Our family has been members of the Winter Park Volunteer Ski Patrol for decades. My dad was a patrolman for 55 years, my husband has patrolled for over 30 years, and our daughters were junior ski patrolmen and have trained to become members of the regular volunteer patrol. We feel as much a part of the Winter Park community as many of the people who live here year-round. I grew up skiing at Winter Park and have skied at the area for over 55 years now. My dad was instrumental in starting the Winter Park Ski Club which became the Competition Center. I raced with the Ski Club and coached for the Comp Center in the 70's and 80's. Our family loves Winter Park and we are grateful to the people who make living and recreating in Winter Park possible for all of us.

Climate change is real, and we desperately need to think about water resources in the State of Colorado. Every wetland, every pond and lake, every tributary, stream, and river are essential to our water system. Until recently development has not given much thought to how the development itself would affect those resources. Current and past development in Winter Park seems only concerned with *access* to water for its development, not how the development itself could negatively impact the overall water resources in the ecosystem.

We are asking you to look at the town's plan for water resource and wildlife management and think about whether the Cooper Creek Village development can be limited in a way that will keep these resources from being further damaged, depleted, or destroyed. You have the opportunity to make a difference for all of us now and into the future! Please consider your vote carefully.

Sincerely,

Kristen & Paul Tourangeau
Wayne & Trudy Fowler

22 & 40 Idlewild Lane

March 22, 2022

Paul & Kristen Tourangeau
22 Idlewild Lane
40 Idlewild Lane
Winter Park, CO 80482

Town of Winter Park
Planning Division
50 Vasquez Road
PO Box 3327
Winter Park, CO 80482

Re: Homeowner Comments on Proposed Subject Planning/Zoning for Cooper Creek Villages Development, Winter Park, Colorado

Ladies and Gentlemen:

Wetland habitat is disappearing too rapidly in this country, and every town and city should endeavor to preserve those that remain. The Town of Winter Park would be wise to protect all wetland habitats that exist within town boundaries, in addition to the waters which flow into the Fraser River. Wetland habitats are an extremely valuable environmental resource for the animals, plants, and microorganisms which rely on them, and are noteworthy for their positive impact on the water that flows through them. Development is greatly impacting our western rivers, and we need to preserve them in their natural states, which include the wetlands that feed them, rather than alter them to suit development.

As homeowners adjacent to and near the proposed Cooper Creek Villages development project, we urge you to consider conditioning approval of the subject development to preserve the wetland habitat characteristics that have existed and presently exist in the area immediately to the south and east of Idlewild Lane.

Development is rampant in the West, and Grand County is no exception. Grand County has been slower to develop than other mountain counties, but significant growth is now at our doorstep. Now is the time to make decisions that will protect our community and our way of life into the future. We can put guardrails around development, but once development has consumed open space, that space is forever lost.

Idlewild Lane, in the town of Winter Park, has been largely unaltered since the late 1960's when my parents bought their tiny cabin at 40 Idlewild Lane from a Winter Park ski patrolman. In those days Beaver Village Condominiums had not been built, and as

kids we roamed through all that area to our hearts' content. The meadow, wetlands, and forest that are between Idlewild Lane and the Beaver Village property are beautiful and peaceful, and still provide a corridor for wildlife.

The neighborhood is almost an accidental example of current-day property development in which preservation of open space is a requirement. The difference is that the open space that currently exists on Idlewild Lane is *not* part of the Idlewild community. It is a portion of the proposed development you are considering.

If we could turn the clock back, perhaps it would have been best for the town of Hideaway Park to preserve all the wetlands that once existed from the Vasquez Creek flowing southeasterly toward the Fraser River. Back in those days no one thought about preservation - one only envisioned basic housing and commercial areas. There were small houses and little businesses along Highway 40. Ski Idlewild, Miller's Idlewild Inn, and Beaver's were the only "big" businesses in town.

At that time an affirmative plan or vision to preserve some of the important natural elements within the town limits did not exist, whereas today we do have a vision which is outlined in the Three Mile Area Plan. From page 5 of that plan under the section entitled, Water Availability:

Water availability is a concern with any annexation in the Town of Winter Park. The 2006 Town Plan considered the effects development could have on the Fraser River and its tributaries. The Town Plan stated that water available for municipal use should not impact the amount needed to support the Fraser River and as such any additional zoning entitlements should be planned that at full build-out of Winter Park, enough water will be available to keep healthy rivers and creeks in the Upper Fraser Valley. The 2019 Imagine Winter Park Town Plan reinforced this statement with a requirement that the Town maintain healthy stream flows for ecological, recreational, and scenic purposes.

Wetlands contribute a significant benefit to the health of water systems. Most of the homes on Idlewild Lane were built on these wetlands. By today's standards it would have been healthier for the Vasquez Creek/Fraser River system if development had been limited in this wetland area. However, the beneficial contributions of wetlands to our ecosystems were not well known at the time. Let us learn from the mistakes that other cities and towns have made by continuing to allow development with little regard for the preservation of open space. ***It is critical that we save what little open space we have left.*** That is the intention of the plans developed by the Town of Winter Park with its Three Mile Area Plan and the Imagine Winter Park Plan. Future residents and guests will thank those with the foresight to preserve open spaces within the heart of Winter Park.

Regarding the development of the gondola and the ski-back trail, the residents of Idlewild Lane have been assured that both projects are being undertaken to *reduce*

the amount of traffic in and around Winter Park. It is possible that there will be less parking needed at the ski area and fewer cars driving that direction, but we foresee that our street is at a real risk of becoming a parking lot for the gondola and our properties will become short cuts to the lift line. Additionally, the traffic on Vasquez Road will increase as people try to reach the base of the gondola or try to find parking nearby to access the gondola. Traffic will increase on Idlewild Lane, as well.

Development around the gondola line and the ski-back trail might lead to further parking and traffic problems in the subject development area and in Beaver Village, as residents, friends, and guests use parking areas in and around the proposed subject development area to access the gondola.

Snow removal and drainage are currently significant problems on Idlewild Lane. Additional development in the adjacent area will magnify the difficulties that we currently have by materially increasing the number of dwellings in a small area. The snow that normally would accumulate for the winter season in the meadow and the forest immediately south of Idlewild Lane will be plowed from a new road, driveways, and access areas around the dwellings. This snow will need to be plowed and removed – a process that will keep it from melting naturally into the waterways, and which will deplete the natural wetlands running along the bottom of the hill rising from the meadow and extending toward the Fraser River.

Please take the time to *carefully* consider each significant element associated with every project that impacts the Town of Winter Park. These considerations extend not only to number and type of units, architectural style, building construction, and tax revenue, but also to the effects of such development on the natural environment around us and within the town's boundaries. Most of us are here in Winter Park because we value the natural beauty at our doorstep.

Therefore, as homeowners adjacent to and near the Cooper Creek Villages development project, we urge you to consider conditioning approval of the subject development to preserve the wetland habitat characteristics that have existed and presently exist in the area immediately to the south and east of Idlewild Lane.

We also ask you to carefully consider the tremendous impact that the development of a gondola, a residential access road, and a ski back trail will have on parking and on snow removal and storage in our neighborhood and in the adjacent subject development, as well as its impact on Vasquez Road, a major artery for the Town of Winter Park.

s/Kristen and Paul Tourangeau

July 8, 2022

Wayne & Ortrud Fowler
22 Idlewild Lane
40 Idlewild Lane
Winter Park, CO 80482

Town of Winter Park
Planning Division
50 Vasquez Road
PO Box 3327
Winter Park, CO 80482

Re: Proposed Gondola and Cooper Creek Village Development Projects

Ladies and Gentlemen:

It is our understanding that Winter Park Resort plans to locate a gondola base loading area just south of the current town administration building and adjacent parking structure and the neighboring business area.

We write this letter to object to locating the gondola base in the proposed site for the following reasons:

- 1) The existing parking structure is too small to accommodate the required parking that the gondola would demand.
- 2) The increase in automobile traffic and automobile parking would be a major burden on the current residential and business concerns in the greater Idlewild Lane area.
- 3) Locating the gondola base near the town administration building and parking structure would have a major impact on snow removal storage, as this is where most of the removed snow from the adjacent areas is currently stored.
- 4) Although parking on residential streets in Winter Park, such as Idlewild Lane, is not allowed, the lack of parking at the gondola base would encourage illegal parking on all residential streets near the gondola base.

Regarding the development of Cooper Creek Village as it affects the Idlewild Lane neighborhood, we believe that the meadow in the interior of the Idlewild subdivision should be preserved in its current state. It should be left as an open space for the enjoyment of the residents of Winter Park and as a wildlife corridor.

We in the Idlewild area made a sacrifice to help create the Town of Winter Park, which allowed Winter Park Resort to be able to impose taxes on ski area visitors and on the services and goods they need. This is enough of a burden on us -- those who aided the creation of the ski area as a taxing entity. We have already shouldered our part for the ski area and the town.

So put the base of the gondola in a more suitable location. We offer to meet with the Town Council to assist in finding a new and better location for the gondola base.

Sincerely,

Wayne J. and Ortrud M. Fowler

Dear Winter Park Planning Committee and Town Council,

The reason for this letter is to plead with you all to stop and carefully consider about how your decision will impact the Town of Winter Park and most especially Idlewild Meadows.

Disappointed - I am deeply disappointed on the decision/recommendation the Planning Committee made Tuesday, August 9 regarding the largest development plan Winter Park has seen since the ski resort. It was obvious that most of the Committee was not well versed or understood the depth and scope of this plan. In fact, it was revealed that they just received the packet 2 weeks ago? And due to legal reasons, the total amount of time from the initial submission from the land owner and developer was 90 days? Seriously? I am to understand that with the number of private meetings, lunches, company swag gifting, you all were not told by Johnson/Vogel how time sensitive this issue was? Since this decision will change the culture and footprint of the Town of Winter Park forever, one would think you would want to tread lightly, in order to gain understanding from those whom this decision would impact most, and gather as much factual information from experts within Grand County as well as impartial opinions outside of the County. Your community voted you into this position, trusting you would do the right thing for your community. Instead, it seems you are making this decision for you and your friends' possible financial gain.

Offended - I was extremely offended that a Committee member put on record that he thought the residents of Idlewild Meadows do not understand the current zoning of the Meadow. I can guarantee that the residents of Idlewild Meadow have a thorough understanding of the current and proposed zoning, sir. We have been pouring over every document that the land owner has submitted for almost a year! We have sought council from experts, we have attended council meetings, and we have met regularly as a neighborhood. I believe it is safe to say that we know more about this Cooper Creek Plan, the 3 Mile Plan, and the 2019 Imagine Winter Park Town Plan than the current PC and TC combined.

Heartbroken – The recommendation last Tuesday and your decision this Tuesday will change the culture and landscape of the Town of Winter Park forever. To completely ignore the opinions and wishes from our neighborhood and recommend to destroy the open space/wetlands in the Idlewild Meadows is a tragedy. I do hope you take the time to read Jonathan Larson's open letter and documents sent to you. I hope you will understand the impact if you approve the PC recommendation.

Besides the zoning and open spaces, it was recommended that this project will bring in a luxury hotel complex 75 feet tall? Really? The draw and charm of Winter Park is not to have fur stores, The Cheese Cake Factory or the Ritz in the middle of town. It has always been a quaint community with locally owned restaurants, bars and stores. We want to support local in every way we can. However, when the shelves in the grocery stores are empty every time we come up, we must bring food and supplies from home. Lately, we have tried try to eat out but the restaurant is closed due to short staffed. Or when we have eaten out unfortunately, several of the items are not available because the restaurant's issues with delivery and supply chain. It's frustrating for us but very upsetting for the restaurant owner because they are losing money. So, now with the increase of numbers of visitors in this plan, the infrastructure of the town are going to be stretched even more. We don't have enough of anything now: Food, police and emergency services, medical care, car repair services, towing services, etc. The traffic on Hwy 40 will increase as well as the amount of accidents. Where is the funding coming to increase the infrastructure to support this plan? Why aren't any of you worrying about that?

But according to the Landowner/Developer of the CCV project everything will all be fine. Funny how their plan only has what will make them the most money. They are not thinking of what is needed to fulfill this project. There are not enough workers to fill the job openings right now. Mainly due to affordable housing. Yes, they touched on a small solution. Housing over Cooper's Creek, but that is for a fraction of what is needed. Will the grocery stores just miraculously fill up because of this project? Will the traffic work itself out because of this project? Will this project attract the perfect resident or visitor who will not break any of our laws, need medical attention or other services in the

valley? Sure hope so. Every resident who wants this project must think that all of our staffing, subcontractors, supply chain issues will just go away. Sorry, we all know they won't. This project will just make everything worse. The truth is that this whole project is to benefit the landowner/developer first. If they can bring a little business in and it can be sustainable through all the ups and downs of a mountain town, then that's just a bonus.

We have seen this town change throughout the years. We have owned our home on Idlewild Lane for 43 years. We chose this tiny unique neighborhood because of it was the first established neighborhood in Hideaway Park. We also chose our cabin because of our views of the Continental Divide out our front window and the wetland meadow out our back window. Here we have seen birds, wild life, hikers, bikers, snowmobilers enjoying the open space. It's really the last open space within the town and it should be preserved. Not just for the neighborhood but for the town. Please keep this part of old Winter Park intact and undisturbed. Do we have to watch another undisturbed piece of land clear cut and scalped because that is the wishes of the landowner? Come on, he knew he was buying a piece of swamp land!

A final ask is for you all to please wait, until there is a full commitment from all the land owners who would be impacted by the gondola and ski back trail. Make sure the ski resort and the railroad are on board and approve the plan. Ensure that the funds for building and maintaining this project are secure. Create employee housing and bulk up the infrastructure. We keep hearing that this will be a game changer for the town and the residents. So will unfulfilled promises, key players who leave town, half-finished projects, empty storefronts or hotels. This plan's timeline is at least 30 years. So, what is the rush? What is the plan to ensure us as residents, part timers, and visitors will be safe and have our basic needs met? Part of a being in a mountain town is the open spaces, views and wildlife. So, it is your job to continue to protect and respect the wet lands and wild life habitat. Keep the vision of both the 3 Mile Plan and Imagine Winter Park, both plans you authored, and keep the open spaces of Idlewild Meadow. Is building 7-10 attached or detached homes really necessary to make this plan complete? Absolutely not! Yes, the town should progress but at what cost? Is saying yes now worth it? Keep Winter Park unique, that is what brought us here and what will keep us here.

Sincerely,

Diane Haag,

Doug and Ashley Cooper

Brandon and Kim Haag

104 Idlewild Lane

From: [Rebecca Sharpe](#)
To: [Nick Kutrumbos](#); [Mike Periolat](#); [Art Ferrari](#); [Jeremy Henn](#); [Jennifer Hughes](#); [Rebecca Kaufman](#); [Riley McDonough](#)
Cc: [Keith Riesberg](#); [James Shockey](#); [Hugh Bell](#); [George Sharpe](#)
Subject: Follow up to my email of April 25, 2022 - Voicing my concerns regarding the Cooper Creek Village Development
Date: Monday, August 15, 2022 9:46:25 AM

Dear Nick, Mike, Art, Jeremy, Jennifer, Rebecca and Riley,

The Idlewild Meadows neighborhood has been reviewing the development plans for Cooper Creek Village for almost a year now. While the developer did, indeed, hear us out, he really didn't hear us. Our concerns regarding conflicts with the Imagine Winter Park plan, especially anything involving wildlife, wetlands, dark sky preservation, etc., as they pertain to the meadow adjacent to Idlewild Lane, were not taken into consideration*. The developer offered increased buffer zones, decreased building heights and, at the open house, presented us with a rendering that included 7 structures in the meadow (which we later learned would likely be 10) and a proposal for high density DC zoning. I can't imagine that Town truly intended for the IWP plan to be a pick and choose menu. That it would be ok for developers to follow the guidelines of IWP that benefit themselves financially and ignore those that relate to sustainability, the environment, wildlife and the Winter Park culture and residential community.

Regarding the FDP review, recommendation and approval process, if there is a 90 day limit to approve or reject, what happened in the weeks leading up to the first P and Z meeting on 7/12? Whether intentional or not, the developer wasn't prepared for the meeting and public hearing on 7/12 and this ate up 2 weeks (or 16%) of the 90 day time period. P and Z commissioners openly voiced their frustration with the limited amount of time that they had to discuss, and take comment on, what was called the biggest development since the ski resort. I heard these exact statements from commissioners, over zoom, at the conclusion of the 8/9 meeting:

- "I'm frustrated with the time limit and with everything that was crammed into one FDP"
- "I have major concerns on this 2 week window"
- "2, six hour meetings to discuss - this is too much!"
- "Time just disappeared!"
- "Not all projects are the same"
- "It's 1:00!"

I see in the packet that was presented to council that there are 23 recent letters of support, all derived from the same form letter, and many from those whose businesses stand to benefit in one way or another. This can't be treated like "The Best of Grand County". It feels like the ballot box is being stuffed. Seeing these letters mixed in with the heartfelt concerns of neighbors who have had homes (either first or second) for years and years in Winter Park and truly care about the future of the town, must feel highly insulting to these long time community members.

Some seem to be dazzled by the idea of the gondola and now have also been tempted with the supposed potential for a luxury hotel. The gondola is far from a sure

thing, with no firm plans for the funding or construction. I really do understand how downtown business people would be supportive of the gondola, however, I do not believe that those who support the entire development because of the gondola have taken the adjacent neighborhoods and/or their residents into consideration. There are 400+ adjacent neighbors listed in the FDP - that in itself illustrates the impact to the residents. There is simply too much in this behemoth FDP for anyone to give it a simple "for" or "against".

And speaking of the probability of a "luxury hotel" committing to Winter Park without a 75' height, did you know that Aspen's highest hotel buildings are 61 feet - built in 1992 and 2005? And, in 2012, Aspen Town Council passed a 28 foot building height limit, admittedly, with variances allowed for hotels. That being said, no building in Aspen core can be greater than 3 stories AND new luxury hotels HAVE indeed been built since 2012, including the W.

It's not beyond me that the weight of the world must be on council, having to make this decision. I've lost sleep over it virtually every night since I found out that the development was in the works. Being that the gondola is likely in the distant future, I don't see the rush to approve. Even the Planning Commission doesn't feel that they had time to adequately review and discuss a project of this size. There are just too many concerns from community members and too much at stake for the town that we all love. I implore you to reject this version of the FDP and send it back to the drawing board.

Respectfully,
Rebecca Sharpe
190 Idlewild Lane

*See my letter of April 25, outlining the conflicts with IWP

From: [Robert and Mary Amann](#)
To: [Nick Kutrumbos](#); [Mike Periolat](#); [Mike Davlin](#); [Art Ferrari](#); [Jeremy Henn](#); [Jennifer Hughes](#); [Rebecca Kaufman](#); [Riley McDonough](#)
Cc: [jriesberg@wpgov.com](#); [Danielle Jardee](#); [James Shockey](#); [Hugh Bell](#); [rebecsharp@gmail.com](#); [stkeck@hotmail.com](#); [Bob & Mary Amann](#); [Trude Kleess](#); [kentturner@me.com](#); [Kent VanMeter](#)
Subject: Fwd: Cooper Creek Village (CCV) Final Development Plan (FDP)
Date: Sunday, August 14, 2022 3:49:00 PM

Begin forwarded message:

From: Robert and Mary Amann <theamanns@icloud.com>
Subject: Cooper Creek Village (CCV) Final Development Plan (FDP)
Date: Aug 14, 2022 at 2:22 PM
To: Winter Park Town Council

Dear Winter Park Town Council Members,
We are writing to you not only as homeowners on Timber Drive and residents of Hideaway Village South, but as concerned citizens of Winter Park. We appreciate your service on the town council and realize that the decision facing you now is possibly the hardest you will be tasked with during your terms.

Like many of you, we chose Winter Park because of its qualities as a lovely mountain town. And, like many of you, we: volunteer here, go to church here, enjoy the restaurants and shops owned and operated locally here, taught our children and grandchildren to ski here, hike the pristine trails here, celebrate the different abilities of disabled individuals who come from all over the world to have fun here, have family members actively employed here and love calling Winter Park our home. Unfortunately, the characteristics that make Winter Park so special also make it a highly desirable target for those who see it as a perfect area for development. Their primary objective is maximizing the land for profit. While the developer makes it appear that the expansive project is being carried out for the enjoyment and benefit of the people of Winter Park, it is not! The density and sprawl that this Development Plan proposes will change Winter Park forever.

The Planning and Zoning Commission was placed in an untenable position with time constraints for making a rational decision partly due to tactical delays by the developer. This seemed to result in abbreviated discussion and parlaying of decisions to other committees, staff members or consultants. It appears that there has not been sufficient time or consideration to address certain questionable elements of the plan including: density adjacent to existing residential neighborhoods; plans for wildlife and wetlands protection; infrastructure development including access roads and railroad overpasses; proposed 75' height of buildings in the high density development areas; commitment of ownership, financing and management of the gondola and ski back trail; and open questions about plans for parking as well as other issues brought up by town residents. An

example of insufficient consideration of the impact of an element of the FDP is the proposed access point at Timber Drive, a low-volume/narrow/unguarded/difficult to maneuver/ low visibility residential road at it's most dangerous curve.

We feel that it is incumbent upon the Winter Park Town Council to deny the Final Development Plan of the Cooper Creek Village developers at this time.

Sincerely,
Robert and Mary Amann
308 Timber Drive
Winter Park, CO 80482

From: randall_reaugh
To: [Nick Kutrubos](mailto:Nick_Kutrubos); [Mike Periolat](mailto:Mike_Periolat); [Art Ferrari](mailto:Art_Ferrari); [Jeremy Henn](mailto:Jeremy_Henn); [Jennifer Hughes](mailto:Jennifer_Hughes); rkaufman@wpgove.com; [Riley McDonough](mailto:Riley_McDonough); [Keith Riesberg](mailto:Keith_Riesberg); ajanes@wpgove.com; [James Shockey](mailto:James_Shockey); hbell@wpgove.com; ikiburn@wp.com; thawkinson@wp.cog; [Mindy Trautman](mailto:Mindy_Trautman); mdavlin@wpgove.com
Subject: Beaver Creek Village
Date: Saturday, August 13, 2022 9:18:55 PM

Once again, I am writing to express my opposition to the Cooper Creek Village project as currently approved by the planning and Zoning Committee.

I am not against this development but there needs to be more thought put into it before approving the densities requested. I have attended the P&Z meetings and have learned much more about the project. The entire process appears to be a rushed attempt to move it forward.

In the presentation 2 weeks ago, Jeff Vogel made a comment about "maximizing revenue". What makes Winter Park a cool place is that we are not the cluster of Summit County caused by maximized revenue.

Everyone is all starry eyed about this project, the prospects of a gondola, and the relationship with JAC.

We don't have to drive far down the road to see an abandoned yellow Styrofoam box or a rail crossing that is the result of developer relationships gone bad.

I love the idea of a gondola, yet I have yet to see anything that ensures that this will become a reality. JAC will make their profits regardless of the gondola and the Town of Winter Park will still be trying to figure out how to make it happen.

I have also read the letters supporting this project. It is obvious that one source provided the talking points as most are using the same language expressing support with terms like "critical mass" and realizing the "community vision". I don't think that is community input.

Once the max densities are approved there is no turning back.

I respectfully request.

1. A reduction in the density and height limits of the South Village that more reflects the character of the Winter Park. Especially in the planning areas next to current R1 neighborhoods.
2. Maintaining 55' height restrictions.
3. Development of an integrated gondola plan that fully identifies the costs, who is willing to cover those costs, agreements to be established with the parties needed to make this a reality, and a timeline for its realization.
4. Limitations of traffic and road improvements to Timber Drive, as

this road is clearly not designed to handle increased traffic.

In closing, I ask you not to sacrifice our neighborhoods and the character of Winter Park that we all love. Do you think the city planners for Silverthorne, Dillon, or Avon look at their towns and say I'm sure glad we supported max density growth?

Thank you.

Sincerely,

Randy Reaugh

284 Arapahoe Road

From: [George Sharpe](#)
To: [Keith Riesberg](#); [James Shockey](#); [Hugh Bell](#); [Nick Kutumbos](#); [Jennifer Hughes](#); [Mike Periolat](#); [Riley McDonough](#); [Art Ferrari](#); [Jeremy Henn](#); [Rebecca Kaufman](#)
Subject: 8/9 Planning and Zoning concerns
Date: Thursday, August 11, 2022 5:02:49 PM

I am outraged by the recent approval process that occurred during the 8/9/22 Planning & Zoning meeting for the Cooper creek village development. As stated by commissioners, they only had 14 days to review the staffs' recommendation on the FDP. This is a huge development with massive implications for town and residents and only 14 days to review is not enough! I am also appalled by town staff for allowing this approval process to continue and not be delayed based on the scope and extent of this development

After a 5 hour marathon meeting, Commissioners in attendance wanted to vote and be done with the meeting. One council member stated that he "just wanted to get out of here", then exited the meeting so quickly that I thought he'd just robbed the place. Another commissioner was clearly confused by the content matter due to lack of appropriate planning and had to be helped through the process. Hardly a way to conduct a vote that will have an impact for generations to come. To push through a project of this magnitude, over the course of 2 meetings and in less than 10 hours is unacceptable!

The developer "delayed" the meetings by two weeks to buy more time and run out the clock on the 90 day approval process. The developer most certainly knew what he was doing when he delayed his initial presentation on July 12. Valuable time was taken up with closed door and private sessions which could have been used for Planning & Zoning discussion.

During this review process, Winter Park residents have been treated as the bad guys while the developer has been given the benefit of the doubt. Residents have written in to town staff, town council & planning and zoning expressing their concerns only to have their concerns ignored by planning & zoning in their most recent vote. Traffic & wetland concerns, wildlife corridors and building heights have all been overlooked in an effort to pass this development plan. The 3 mile plan and "Imagine Winter Park" (the official guideline for development in town) have both been disregarded throughout this process as well.

It's time for Council to do what's right for town and not for a developer with a dollar and a dream, who will be gone in 5 years, leaving the burden of an unfinished project on the WP residents – sound familiar?!

"One more mountain forest, virgin valley, untainted town sacrificed on the greasy altar of industrial tourism and mechanized recreation. Soon to become, like New York, like L.A., like Denver, like Tucson, like Santa Fe, like Aspen... one more place to escape from. Someday soon, if this keeps up, there will be no places left anywhere for anybody to find refuge in. Whereupon, all jammed together in one massive immovable plenum of flesh and machinery, then we may think, at last, in telepathic unison: Ah! If only! If we had only thought..." Edward Abbey "The Journey Home"

George Sharpe
190 Idlewild Ln
Winter Park, CO

From: [James Johnson](#)
To: [Hugh Bell](#)
Cc: [Charlie Johnson](#)
Subject: Cooper Creek Village and Cooper Creek Square FDP
Date: Thursday, August 11, 2022 9:40:29 AM

Mr. Shockey:

My name is Jim Johnson, my family has a home at 51 Van Anderson Drive in Hideaway Village since 1970. Since that time, I have trained and practiced as an architect specializing in hospitality, historic preservation, and town planning for the last 52 years.

I support the proposed Cooper Creek FDP as presented in recent Planning Commission meetings. When properly executed, the project has the potential of giving downtown Winter Park the sense of place it has always deserved. The developer is to be commended for his inter-agency coordination with the WP Resort, the Town of Winter Park and, most importantly, the community members.

As I said in the PC meeting on Tuesday, this type of project is going to happen somewhere in the valley, and this is the correct location. As a destination woven into the existing town fabric, visitors can easily stay in downtown WP without a car for extended vacations and enjoy downtown's amenities.

The proposed uses, particularly hotel, retail and restaurant can be symbiotically combined with the existing Cooper Creek project, which has honorably stood the test of time. The project can enhance genuine place-making, in concert with the new Gondola connection to the Resort.

I am encouraged that the FDP will be approved by Town Council and look forward to its continued evolution in subsequent design phases.

Thank you,

Jim Johnson, AIA
jjskicolorado@gmail.com
303-898-5116

From: [Toni](#)
To: [James Shockey](#)
Date: Tuesday, August 9, 2022 3:28:37 PM

We are writing to express our support for the proposed Cooper Creek Village Development project. We strongly encourage the town to work with applicant and Resort to make the Gondola and all season trail a reality. It has been a dream and hopefully soon a dream come true.

While discussing the possibilities with tourists, guests, and locals, a VERY favorable response has always been received.

Cooper Creek Village has such growth potential on all levels. Support of local business along with the addition of new business is needed and possible.

Please consider this new vision for growth and vitality.

Thank you for your consideration.

Cheers!
Toni Hallgren
Shelby Peterson

Adventures Decanted
(720)245-3118

Sent from my iPad

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

As a Colorado native I learned to ski at Winter Park through the Eskimo Ski Club.. Winter Park has much to offer and without responsible visionaries and planning it will continue to have the image of a step child to other world famous resorts. In my opinion the growth and expansion is will occur. The question is whether there is a master plan with visionaries like JAC Colorado II, LLC or will it continue to be “ad hoc” with little or no overarching plan or vision.

Cooper Creek Village has the potential to:

- Realize the Community’s vision to better connect Downtown to the Resort with a gondola that is 30-years in the making
- Establish a new public trail that will allow for continuous downhill skiing from the Resort to Downtown, and uphill skiing, cross-country skiing, hiking, and biking from Downtown to existing trail complexes at the Resort and National Forest
- Elevate Winter Park Resort as a world class resort with additional amenities.
- Provide a wider range of convenient and sustainable modes of transportation while reducing dependency on private vehicles
- Establish a critical mass in a diversity of housing types and lodging properties in the Downtown area
- Enhance the vitality of the entire Downtown by catalyzing a vibrant and pedestrian oriented Downtown
- Support existing businesses and increase new business opportunities
- Significantly increase the tax base so the Town can provide new and improved services for all residents and visitors
- Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

Thank you!

Name: Doug McGhee
1910 Grand Ave
Grand Lake, CO

From: [Phil Walsh](#)
To: [James Shockey](#)
Subject: Cooper Creek Village Development
Date: Friday, August 5, 2022 10:49:56 AM

Mr. Shockey,

My name is Phil Walsh, and my wife and I own a property in the Winter Park area.

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

Cooper Creek Village has the potential to:

<!--[if !supportLists]--> <!--[endif]-->Realize the Community's vision to better connect Downtown to the Resort with a gondola that is 30-years in the making

<!--[if !supportLists]--> <!--[endif]-->Establish a new public trail that will allow for continuous downhill skiing from the Resort to Downtown, and uphill skiing, cross-country skiing, hiking, and biking from Downtown to existing trail complexes at the Resort and National Forest

<!--[if !supportLists]--> <!--[endif]-->Provide a wider range of convenient and sustainable modes of transportation while reducing dependency on private vehicles

<!--[if !supportLists]--> <!--[endif]-->Establish a critical mass in a diversity of housing types and lodging properties in the Downtown area

<!--[if !supportLists]--> <!--[endif]-->Enhance the vitality of the entire Downtown by catalyzing a vibrant and pedestrian oriented Downtown

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<!--[if !supportLists]--> <!--[endif]-->Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

Thank you!

Phil Walsh
Elk Court #5

From: [Comcast](#)
To: [James Shockey](#)
Subject: proposed cooper creek village development
Date: Friday, August 5, 2022 11:37:08 AM

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

Cooper Creek Village has the potential to:

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- Significantly increase the tax base so the Town can provide new and improved services for all residents and visitors
- Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

Thank you!

Name: Jeff Mauck
Local Address: 108 Beaver Lodge Rd
Winter Park

Sent from my iPad

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

Cooper Creek Village has the potential to:

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- Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

Thank you!

Ben Gearhart
560 Lake Trail Winter Park, CO 80482
Business (if applicable):

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality. I live in the valley and have a few developments including one on Lake Trail in Winter Park. I can not begin to express how great this project would be for the area.

Cooper Creek Village has the potential to:

- Realize the Community's vision to better connect Downtown to the Resort with a gondola that is 30-years in the making
- Establish a new public trail that will allow for continuous downhill skiing from the Resort to Downtown, and uphill skiing, cross-country skiing, hiking, and biking from Downtown to existing trail complexes at the Resort and National Forest
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- Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

Thank you!

Ryan Howell
Mail: PO Box 1477 Fraser CO 80442
Physical: 18 Ridge Ct Fraser CO 80442

5 August 2022

To: Winter Park Planning and Zoning Commission and Town Council

Re: Approval of this Agreement Created a Vested Property Right Pursuant to C.R.S. 24-68-103 as amended Cooper Creek Village and Cooper Creek Square Development Guide Agreement

The Vested Property Right Agreement (VPRA) in particular and the FDP in general are not in the best interests of the community of Winter Park and is inconsistent with the newly adopted Town Plan. The Agreement essentially hands over complete control of a very large parcel and leaves the Town with multiple potential liabilities in return for nothing. It is lopsided in favor of the developer. It is permanent. There are no sunset on these rights with respect to the developer, just with respect to those of the Town. If you approve it, you will be breaching your fiduciary responsibility to the citizens of Winter Park. You will be transferring control of a large portion of the Town to developers in perpetuity. Commissioners and council members come and go, but vested rights and the developer will endure. The Fraser Town Trustees had signed off on a similar agreement years ago, and in hindsight wish they had never done so. Their hands are tied regarding many aspects of the future of the Town. We should learn from their experience, not repeat it.

The current Town Plan was created with much community involvement just a few years ago. The FDP has been pretty much hidden. These agreements negate much of the input of the community..

The following are my comments and questions regarding specific sections of the Vested Property Rights Agreement document (referred to as VPRA). Relevant quotations from the Town Plan are in red and underlined.

1. **VPRA Section 3 Land Use** states that the terms of the Final Development Plan trumps the Town Code as it now exists, *or may be amended in the future*. Therefore the Town will be relinquishing ultimate control over much of what is done with or on the property forever. Things change over time such as the character and needs of the Town, and limited resources such as water will become more limited, but the Town will be unable to respond.

Giving so much power to a development will prevent us from keeping the Town Plan “current with changing local, regional and global conditions” as the Town will have no control, only liability. It must be regularly reviewed and amended to remain effective and may involve large scale changes. None of this will affect this developer as any changes in the Town Code will not apply in that part of town. The major updates anticipated every ten years will not impact the Cooper Creek Development. Whatever is changed will revolve around the unilateral decisions made by a developer or developers of Cooper Creek Development.

2. **VPRA Section 4 Zoning**. This section gives the developer(s) unilateral power to change up to 10% acreage and boundaries of any Planning Area of the FDP with NO

input from the town. I understand that this percentage was decreased in negotiations, but in my opinion, it is still too high.,

- 3. VPRA Section 5.2 Over-all Densities.** This is a significant increase in the densities which would be permitted if the zoning were changed as proposed. The Codes and Plans which were just recently adopted provide for much lower densities. What is the justification for this increase? Moreover, people who qualify for Affordable Housing apparently don't take up any space, since their units are not included in the proposed excessive density! This is not having development pay for its impact on our already limited housing for locals; it's shifting the cost on the town and surrounding residents. Again this violates the Town Plan to ensure that all new commercial and residential development mitigate their impacts on workforce housing and to encourage a mix of housing for the local workforce within commercial developments.

Furthermore, the developer can unilaterally increase the density within planning areas "so long as sufficient roadway, water, and sewer capacity is available." There is no provision for oversight or input by the Town. Who will make these decisions and what are the criteria for "sufficient?" No study showing sufficient water for the development as proposed is enclosed in the FDP.

The developer can also unilaterally transfer up to 30% of density to another planning area without oversight or veto rights of the Town. This gives it complete control of the character of all areas of the development.

- 4. VPRA. Section 6. Infrastructure Financing.** Where is the Service Plan which provides for the Town to assume at least some of the cost of public infrastructure?
- 5. VPRA Section 7. Open Space Dedication.** The Town Code requires that a project include Open Space. Under this agreement, although Open Space is required, **Section 7.1.** provides that Public Active Open Space will transfer to Town ownership, and along with it all of the cost and liability. In return for this transfer of liability, the developer will not be required to satisfy the 5% public space required under Town Code Section 8-3-10-B. I was unable to locate this Section of the Town Code on the Town website under the UDC. Does it also require the Town to assume the cost of maintaining such open space in other developments?

If the public space requirement changes in the future, this huge development will be exempt from any such changes under this Vested Property Rights Agreement..

- 6. VPRA Section 7.1.3 Ski Trail Connection** is another example of something that sounds great but would transfer all costs and liability to the Town. There have been no studies to my knowledge of what the parameters of such a trail would be, how it would be maintained, who would maintain it, how the costs will be paid, and what those cost would be. We do know from **Section 7.2.2.1** that the developers and the future owners of adjoining land will not be responsible. Would snow mobiles be permitted? How would hapless tourists be rescued in a storm or at night? What about liability insurance?

The Town is to contribute \$800,00 for a bridge across the rail road. What percentage of the estimated cost is this? Where would the funds come from? There is discussion of a “cost recovery agreement” without details as to what this means. Given the tenor of the rest of the agreement, it is fair to infer that it is how the developers would recoup their costs, not the Town.

There is no reference to the ultimate connection to Timber Drive, nor any studies regarding this. The only reference I’ve found is on page A-4 of the FDP which states:

“Vehicle access is provided to the north from Vasquez Road which will include constructing a vehicle and ski bridge across the Union Pacific Railroad. *Western access is provided via Timber Drive. The proposed transportation system will provide significant connections between the downtown core and Timber Drive providing alternative circulation and emergency vehicle access to these respective neighborhoods.*” (emphasis added)

This access would be given in perpetuity without regard to the capacity of the existing road or the impact on the existing neighborhood. This irreversible decision, like much of those which would be made if the FDP were accepted, would be made without sufficient information.

7. **VPRA Section 7.1.4.2 Easement Vacation and Reversion.** If the Town does not complete either the gondola or the Ski Connection Trail within 30 years, the Town once again loses and cedes control to whoever the developer may be in the future. We all know that the gondola has been a pipedream for decades. How likely is it that it will be built and how would it be paid for? Does the Winter Park Resort even want it? Even if the current operator of the resort does, who can vouch for the vision of future operators? If the developer does not follow through with its plans, there is no similar revocation of terms of the VPRA or FDP.
8. **VPRA Section 7.2.2 Conveyance of Public Active Open Space** Conveniently, the “Dedicated Trails” are conceptual in nature. Doesn’t that support the position that these concessions by the Town which are written in stone are being considered too early in the development process? **Section 7.2.3** refers to flagging “rough locations of the Dedicated Trails.” Again, no guarantees, or even semi-firm plans, indicating that it is too early in the development discussion for the Town to make such a permanent agreement.
9. **VPRA Section 7.2.2.2 Single Track Easement** cedes yet more unilateral decision making authority to the developer. It can “relocate any portion of the Single Track Easement Area” at its sole discretion.
10. **VPRA Section 8.1 Subdivision Platting of Property, Development in Phases** The proposed agreement itself states that **“(d)ue to the size and complexity of the**

development contemplated” the development may be done in phases. If this is the case then why shouldn’t the phases of the development be reviewed individually as “economic cycles and varying market conditions” occur. Why the push to make permanent decisions now in the fact of so much uncertainty?

11. **VPRA Section 9. Reimbursement for Off-Site Improvements** This section contemplates that future development may occur “**in such intensity**” that off site Public Improvements may be required. Would this include upgrades to Timber Drive and Vasquez? Again, there is reference to a future “cost recovery agreement” which is likely to favor the developer.

12. **VPRA Section 11. Rights Which Are Vested** This section sets the Town Code in stone as of the date of the Approval Date of the agreement. Any future amendments will have no impact on the property included in the FDP. This ties the Town’s hands even further.

Treating these three vastly different parcels as one, and changing not only the zoning but the changes in density for them is illogical and inappropriate and not in keeping with the Town Plan. The FDP is asking for too much too soon, with little or no information. It may be more appropriate to approve annexation of the properties individually, not as a package, without conditions or changes in zoning, or any sort of vested property rights being transferred. Approval of the proposed Vested Property Rights Agreement, the proposed Annexation Agreement, and the FDP would be reckless, fiscally irresponsible, and a breach of the fiduciary duties the Planning Commission and the Town Council owes to the voters of the Town of Winter Park.

Thank you for your attention to these remarks.

Trude Kleess
84 Timber Drive
Winter Park CO 80482

From: [Abby Ballard](#)
To: [James Shockey](#)
Subject: Cooper Creek Village Development
Date: Monday, August 8, 2022 10:15:11 AM
Attachments: [Ballard Winter Park Letter.pdf](#)

Mr. Shockey,

We bought a condo in Beavers Village in March 2020. We have loved Winter Park for years, and wanted a more permanent residence in Grand County to enjoy with our kids for years to come. We are aware of the Cooper Creek Village Development and are in full support of the project. We feel that the voices in opposition are loud in our Beavers Village community, and we want to voice full **SUPPORT**.

We have loved experiencing the joys of Grand County living with our three young kids. We are so excited for the potential for Winter Park's community to grow. We are looking forward to spending many more years in the Winter Park town- enjoying skiing, hiking, and events!

Thanks,

Abby Ballard

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

Cooper Creek Village has the potential to:

- Realize the Community's vision to better connect Downtown to the Resort with a gondola that is 30-years in the making
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- Significantly increase the tax base so the Town can provide new and improved services for all residents and visitors
- Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

We have loved experiencing the joys of Grand County living with our three young kids. We are so excited for the potential for Winter Park's community to grow. We are looking forward to spending many more years in the Winter Park town- enjoying skiing, hiking, and events!

Thank you!

Mark and Abby Ballard
Beavers Village Filing 2
195 Village Drive #631, Winter Park, CO 80482

From: [Peggy Smith](#)
To: [James Shockey](#)
Subject: Cooper Creek Village
Date: Monday, August 8, 2022 10:52:18 AM
Attachments: [3b11c80d-303b-512f-8ff6-585572aa4231.png](#)
[3d5cfa6b-b6ed-5287-aca6-9293fa13f325.png](#)
[d47842a1-cec6-5e5f-9a4f-d20b6ca02987.png](#)
[signature.png](#)
[a8e0f0f7-e1ea-52f3-b8fe-8b61588a3ad9.png](#)

James,

I am in full support of the annexation of Cooper Creek Village into the town of Winter Park. This annexation will achieve many of the goals established in Downtown Master Plan adopted in 2020 and the Winter Park Resort 2022 Master Development Plan Update.

For over 30 years, the community has discussed linking the resort to the town of Winter Park via a gondola along with ski, hiking and mountain biking trail linkages. This annexation provides the easements and funding to make these capital improvements a reality. It reinforces the existing transportation system and with the addition of an in town gondola, it will encourage a wider range of convenient transportation options by reducing the use of private vehicles and expansive surface parking lots.

The thoughtful stepped back design of full service hotel will give the community the opportunity for our our guests to have meeting spaces for conventions and events while reducing our dependency on VRBO rentals. It will establish a critical mass with diversity of housing types, lodging options and business opportunities strengthening a vibrant pedestrian downtown.

This annexation will significantly increase revenues for the town of Winter Park with the addition of 1% transfer tax to the existing 1% transfer tax which will apply in perpetuity to the General Fund. It will also provide a revenue source for Community Housing with the addition of a .5% Residential Real Estate Transfer Tax in perpetuity along with generating significant revenues from the one time \$3.00/SF Impact Fee both will be dedicated to community housing.

I would like to thank the staff and Town Council for working with the developer to make a 30 year dream a reality. The future of Winter Park is very bright!

Thank you for all your hard work!

Peggy Smith
1395 Pioneer Trail

Fraser, CO



Peggy Smith

Broker Associate

Real Estate of Winter Park

p: 970-726-2618

m: 970-531-0245

w: www.rewinterpark.com

e: peggy@rewinterpark.com

a: PO Box 58 Winter Park, CO 80482



Search Grand County Property

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

Cooper Creek Village has the potential to:

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- Significantly increase the tax base so the Town can provide new and improved services for all residents and visitors
- Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

Thank you!



Charles Moore
221 Van Anderson Dr #1 80482
560 Lake Trail-16 Unit Developer

From: [JOHN FLIGHT](#)
To: [James Shockey](#)
Subject: Cooper Creek Village development proposal
Date: Monday, August 8, 2022 11:28:05 AM

I am writing as both a business owner in town and Winter Park resident. I totally support the Cooper Creek Village development project.

In full transparency, my business location is such that it stands to benefit from this development, but in reality I am probably personally too old to realize much of that benefit, so I am primarily writing as a resident who hopes to eventually enjoy retirement here in Winter Park.

I started visiting Winter Park over 20 years ago, and moved here full time 17 years ago. I was drawn by the amazing surrounding landscape, world class skiing, and above all the super friendly local atmosphere. All of these attributes still apply now, and will continue to do so as development happens in town.

In Winter Park, only a handful of businesses actually thrive, while many small businesses such as mine simply "survive" and only remain because this is where the owner wants to be.

This development has the potential to push Winter Park over the threshold of critical mass, creating a truly thriving business environment. This in turn increases the tax base and would enable town to provide new, improved, and sustainable services for all residents and visitors.

I would encourage Town to proactively work with the project Applicant, and the Resort, to make the gondola and public all season trail connection a reality.

Thank you,

John Flight
Home - 20 Yukon Lane, Winter Park.
Business - The General Store, Cooper Creek Square.
970 531 1118

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

Cooper Creek Village has the potential to:

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Thank you!

Turner Paddock
47 Cooper Creek Way, STE 221
Sushi Nama

From: [Jeff Fransen](#)
To: [James Shockey](#)
Subject: Cooper Creek Village Development
Date: Monday, August 8, 2022 4:22:02 PM

Mr Shockey

I am writing to express support for the proposed Cooper Creek Village development project.

I am a local business owner that will be critically impacted by the project, and it's important to note that despite these impacts, I want to go on record as being in full support. Our office of the last quarter century plus is right in the middle of this re-development plan. In other words, we'll need to relocate and our office use costs will go up substantially. And yet, I couldn't be more excited by the direction this development has the opportunity to take the town.

It's my belief that of the resort towns in Colorado, Winter park has an extremely unique opportunity to continue to develop while doing it in a thoughtful, sustainable way. While many other mountain towns are essentially fully built out, Winter Park remains one of the few with opportunities to still grow and make long term decisions. And while I know the town has on it's plate the enormous task of adding units that are within reach of a growing workforce, it's my opinion that many of the amenities and entertainment impacts of this development project will benefit this growing workforce and make the town more desirable to both visitors and locals alike.

I urge the town to take the opportunity of this development to finally enact the possibility of connecting resort and downtown, and do the appropriate research on the potential positive financial and economic impacts that the tax and growth forecasts of this project could mean for the town as I think it could be incredibly substantial.

Thank you for your time and should you have any desire to speak with me directly or ask questions please feel free to reach out.

Jeff Fransen, CMCA®
Partner/Manager



Allegiantmgmt.com

Winter Park, Colorado

Direct: 970.722.1111

Office: 970.726.5701 ext 211

From: [Sherry Bruneau](#)
To: [James Shockey](#)
Subject: In support of the proposed ski-back trail and downtown gondola
Date: Monday, August 8, 2022 4:29:08 PM

Hello, Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality. As a business owner, lover of the outdoors, supporter of active lifestyles, and opposer of unnecessary vehicular traffic, I would be thrilled to see this project come to fruition. I believe a well-planned urban space would not only improve the current downtown immensely, but also enhance the ability for residents and tourists to enjoy the beloved rural spaces in our mountain community. Please consider the following advantages.

Cooper Creek Village has the potential to:

- Better connect Downtown to the Resort, a vision that is 30-years in the making
- Establish a new public trail that will enhance Winter Park's options for outdoor activities and provide safe, fun, direct access between the Resort and Downtown
- Provide a wider range of convenient and sustainable modes of transportation while reducing dependency on private vehicles
- Establish a critical mass in a diversity of housing types and lodging properties in the Downtown area
- Enhance the vitality of Winter Park with a vibrant, pedestrian-friendly Downtown
- Support existing businesses and increase new business opportunities
- Significantly increase the tax base so the Town can provide new and improved services for all residents and visitors
- Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

Thank you for your time.

Sincerely,

Sherry Bruneau



SHERRY BRUNEAU, *OWNER*

970.363.7276

p.o. BOX 1288, WINTER PARK, CO 80482

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

Cooper Creek Village has the potential to:

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Thank you!

Name: Donovan Stecher
Local Address: 79050 US-40 Unit 7H, Winter Park, CO 80482
Business (if applicable): Stecher Painting LLC

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing because I would like to express my support for the proposed Cooper Creek Village development project and the entitlements that the Applicant (JAC Colorado II, LLC) is requesting. I am also very excited to see the proposed gondola plans and encourage the Town to work with the Applicant and the Resort to make the gondola, and public all-season trail connection, a reality.

As a business owner in the Fraser Valley, a trustee for the town of Fraser, and a member of the Transportation Advisory Committee, I view this project as an amazing improvement to this resort community.

By adding a gondola that connects the resort to town, it will allow the resort and the towns of Winter Park, Fraser, Granby, and unincorporated Grand County to completely redesign The Lift bus system and reallocate drivers to provide an even better service to the people of the Fraser Valley. I don't necessarily look at it as a cost-savings, but rather a benefit improvement, allowing for service to each stop potentially every 15 minutes instead of every 30—or even 60—minutes as the service currently operates.

A more frequent and consistent free bus will make it easier and more convenient for people to make use of it, making for less vehicles on our roads, reducing emissions, and of course making the town more vibrant since you'll see pedestrians abound. As a Fraser resident, I'd much rather take the bus from my house, or potentially drive to Cooper Creek Square and take the gondola, rather than fight for parking at the resort.

I see the development of Cooper Creek Village as a positive as well. It has the potential to add a diversity of housing types and lodging properties in the downtown area, which will produce a vibrant and pedestrian-oriented downtown. It will also increase employee housing opportunities and generate a perpetual revenue source dedicated to new employee housing projects.

Thank you for your consideration,

Brian Cerkvenik
Home James Transportation Services, Ltd.
511 Zerex Street Unit 207
Fraser, CO 80442

From: [Ryan Weier](#)
To: [James Shockey](#)
Subject: Cooper Creek Village Letter of Support
Date: Tuesday, August 9, 2022 11:56:56 AM

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

I, like many, would like to see our town remain a quaint little mountain town with little change, however, I have confidence that this developer has and will continue to work as best they can with residents to maintain a vision that is both in line with Winter Park's current values and the growth that Winter Park is destined to experience.

I feel that a town center such as the proposed will greatly benefit the county in regards to amenity, tax revenue, and skier traffic control.

Thank You for your time.

Ryan Weier
240 Vasquez Road (Wintermoor Condominiums)
Unit C1
Winter Park, CO 80482



Virus-free. www.avast.com

From: [Ed Raegner](#)
To: [James Shockey](#)
Subject: Cooper Creek
Date: Tuesday, August 9, 2022 5:52:24 PM

James,

I wanted to reach out to you about the Cooper Creek Village plans.

As you know I have been an active owner in Winter Park for almost three decades and I am beyond excited that we are nearing the finish line on the proposed Gondola.

I have heard about this plan being possible, a pipe dream and all but dead in my time in Winter Park.

I believe that this project brings Winter Parks next phase of growth along in a way that all the community input I have ever been a part of supports.

When we discuss building heights while it is necessary to have a number in place for building heights, I believe that what potential impact building heights will have on view corridors is more important than a building's exact height, and how a building peak fits the contours of surrounding properties is an important part of making that decision.

I also have learned that to attract a major hotel and offer a quality product a hotel needs things like conference space and spas (two things downtown Winter Park needs) hoteliers require a height that may not have been considered when our zoning was originally put in place.

Winter Park has a strong history of granting variances that common sense dictate should be given.

I support this project and the requests made by the group behind it.

From: [Austin Gray](#)
To: [James Shockey](#)
Subject: Gondola Support
Date: Wednesday, August 10, 2022 9:17:19 AM

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

As a local business owner, I see how many people who visit the resort and never make it to town to support local small businesses.

I believe that a connection to the resort would help our local economy thrive. I believe the developer who is pushing for the development has the right vision and backing to help move Winter Park in a direction that helps preserve national forests, prioritizes sustainable modes of transportation, and helps bring more visitors to our local economy.

Cooper Creek Village has the potential to:

- [if !supportLists]--> <!--[endif]-->Realize the Community's vision to better connect Downtown to the Resort with a gondola that is 30-years in the making
- [if !supportLists]--> <!--[endif]-->Establish a new public trail that will allow for continuous downhill skiing from the Resort to Downtown, and uphill skiing, cross-country skiing, hiking, and biking from Downtown to existing trail complexes at the Resort and National Forest
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- [if !supportLists]--> <!--[endif]-->Support existing businesses and increase new business opportunities
- [if !supportLists]--> <!--[endif]-->Significantly increase the tax base so the Town can provide new and improved services for all residents and visitors
- [if !supportLists]--> <!--[endif]-->Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

Thank you!

Austin Gray

Owner, SkiWork Coworking
78311 U.S. Hwy 40, Winter Park, CO
970-363-9858

From: [Emily Caldwell](#)
To: [James Shockey](#)
Subject: Cooper Creek Village Development
Date: Tuesday, August 2, 2022 1:57:20 PM
Attachments: [image001.png](#)
[image002.png](#)

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

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Thank you!

Name: Emily Caldwell

Local Address: 353 Wolverine Way, Tabernash, CO 80478

Business: Big Trout Brewing Company, Inc., Winter Park, CO 80482

Sincerely,

Emily Caldwell
Big Trout Brewing Company, Inc.
(970) 363-7362
C: (303) 349-5213

www.bigtroutbrewing.com



From: [Thomas Caldwell](#)
To: [James Shockey](#)
Subject: Cooper Creek Village Development
Date: Tuesday, August 2, 2022 1:58:52 PM

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

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Thank you!

Name: Tom Caldwell

Local Address: 353 Wolverine Way, Tabernash, CO 80478

Business: Big Trout Brewing Company, Inc., Winter Park, CO 80482

Sincerely,

Tom Caldwell

Big Trout Brewing Company, Inc.

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

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Thank you!

Mark A Hanna

Name: Mark Hanna

Local Address: 47 Cooper Creek Way

Business (if applicable): Real Estate Resource of Winter Park

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

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Thank you!

Matt Dahlstrom
Rendezvous Resident

From: [Danielle Jardee](#)
To: [James Shockey](#); [Hugh Bell](#)
Subject: FW: Cooper Creek Village FDP
Date: Wednesday, August 3, 2022 3:55:03 PM

FYI

Danielle Jardee, CMC
Town Clerk | Town of Winter Park
50 Vasquez Rd. | P.O. Box 3327
Winter Park, CO 80482
970.726.8081 x208

-----Original Message-----

From: Robert and Mary Amann <theamanns@icloud.com>
Sent: Wednesday, August 03, 2022 3:08 PM
To: Danielle Jardee <djardee@wpgov.com>
Subject: Cooper Creek Village FDP

Dear Sirs/Madams,

We wish to express our concerns about the proposed Cooper Creek Village development and it's future impact on the Idlewild and Hideway Village South subdivisions. We have attended two recent Planning and Zoning hearings and do not believe that the project as presented will be beneficial to the community.

We do not believe that the changes to the density levels adjacent to the Idlewild neighborhood sufficiently address their concerns.

We are concerned that the proposed development of the tracts to the west of the railroad tracks south of Vasquez Road, with an access road joining Timber Drive, will become initially the only access for construction equipment to that tract, and ultimately the preferred access to that development to avoid what will surely be a traffic bottleneck at the proposed main entrance to the development on Vasquez Road, across from the transportation terminal. Timber Drive was not built for the amount of heavy construction vehicles needed to provide infrastructure development for the proposed project, and the proposed road connecting to Timber Drive is at a very sharp curve in the road, with limited visibility.

Much of the property in the tract west of the railroad tracks has steep, 30+degree slope, which cannot be developed without substantial alterations to the terrain, again creating increased construction traffic.

We would ask the Planning and Zoning Board and the Town Council to carefully consider the impact of this development on existing Winter Park neighborhoods. We would ask that you require the developers to find a different access point than the Timber Drive access, and require the developers to complete the proposed railroad overpass before commencing any improvements on the property to the west of the railroad tracks to protect the residential neighborhoods and roads from heavy construction traffic.

We also object to the proposed 75 foot building height requested for future hotel development, which in our opinion would change the appearance and flavor of the entire town.

Thank you for considering our opinions on the CCV Development project.

Sincerely,

Robert and Mary Amann
308 Timber Drive
Winter Park

Sent from my iPhone

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

Cooper Creek Village has the potential to:

- Realize the Community's vision to better connect Downtown to the Resort with a gondola that is 30-years in the making
- Establish a new public trail that will allow for continuous downhill skiing from the Resort to Downtown, and uphill skiing, cross-country skiing, hiking, and biking from Downtown to existing trail complexes at the Resort and National Forest
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- Significantly increase the tax base so the Town can provide new and improved services for all residents and visitors
- Increase community housing opportunities and create a significant and perpetual revenue source dedicated to new community housing projects

I realize there are some concerns about community growth and the impact that brings, but when looking at the possibility of connecting the resort to downtown, this gives the community a great opportunity to grow into a more connected community. It is also encouraging that they will address some attainable housing options.

Thank you,

Jarrold Ashida
Whistlestop Townhomes, LLC



To: James Shockey – Director | Community Development
Subject: Cooper Creek Village Development
August 2nd, 2022

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

I can appreciate the challenge of listening to the dozens of residents express their concerns, while supporting the best path forward for Winter Park. In my experience, Winter Park planning is very thorough in their process of approving new subdivisions for the town. I am certain that when Cooper Creek is finalized and ready for construction, your team will have considered all the factors and balanced the final plat against the town charter.

With that being said, the Town must consider the overall benefits to the community and the entire valley at large over the relatively small contingent of local residents. The Cooper Creek Village brings many benefits to the community and even those who oppose the subdivision will benefit from all of the amenities that Cooper Creek Village will bring.

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Sincerely,
Steve White

105 Whistlestop Cir. Winter Park

A handwritten signature in black ink, appearing to be "Steve White", written over a horizontal line.

P.O.Box 909 Tabernash CO, 80478

misijaconstruction@gmail.com

970-213-6180

From: [Ken Boenish](#)
To: [James Shockey](#)
Subject: Cooper Creek Village Development
Date: Thursday, August 4, 2022 11:51:11 AM

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

I realize there is always a small but very vocal minority that is generally opposed to ALL development in our area, however, what they don't seem to realize is developments such as Cooper Creek Village are exactly what we need to ensure our community remains vibrant, new jobs are created and that we can increase our tax base in order to fund community services, infrastructure and amenities that benefit all.

Since tourism supports everyone who enjoys living and working in the Winter Park area, it's important that Winter Park becomes a world-class destination resort community that can compete with other destination alternatives.

Cooper Creek Village has the potential to:

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Thank you in advance for considering the view of a local business owner who has created many high-paying jobs and who is interested in creating additional opportunities for local residences.

Kind regards,

Ken

Ken Boenish
Owner | Managing Broker
The Real Estate Company - Mountain Division
78321 US HWY 40
Winter Park, Colorado 80482
M: 303-817-5369
O: 970-426-5500
[Our Reviews](#)
[TRECWP.com](#)

From: [Erin Bradley](#)
To: [James Shockey](#)
Subject: Gondola input
Date: Thursday, August 4, 2022 1:55:28 PM
Attachments: [image001.png](#)

Hello James,

My name is Erin Bradley, and I've been a full time resident of Winter Park since 2016, and a business owner in Cooper Creek Square for as long as I've lived here. (Formerly Fairway Independent Mortgage, across from the bookstore, and recently transitioned to Streamline Home Loans.)

As a resident, living off Vazquez Rd. we've been excited about the anticipation of the gondola project going in, as we really feel it will improve the accessibility from the town to the resort, and make the 2 feel more connected in general. We love that it's going in by the new transit center, as it improves resident and tourist ability to get from the town to the base, and vice versa. We've always felt it to be challenging for folks who come to visit, and stay at the resort accommodations at the base, because unless they have a car (and didn't come by train, or Home James for example,) they don't really get a chance to experience all that our downtown has to offer.

As a business owner, we're thrilled about this project! We feel it will really enhance foot traffic and visibility for all the businesses downtown, not just in Cooper Creek.

I hope you'll consider my vote a resounding YES for this project to be initiated and completed soon. It's so great to see our town growing in this way!

With Gratitude,

ERIN BRADLEY
Branch Manager
NMLS ID# 296513



Mobile: (303) 906-8038
Office: (720) 802-7131
Address: 47 Cooper Creek Way #226
Winter Park, CO 80482

erin.bradley@streamlinehl.com

****Stay informed about wire fraud****

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- We will never ask you to confirm receipt of an email or text message.
- Please call 702-213-4000 before taking any action to verify.

If you receive an email that appears to be from me please call our office immediately.

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

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Thank you!

Name: Evan Harris
Local Address: 526 Baker Dr
Winter Park, CO 80428
Business (if applicable):

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

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Thank you!

Jim Flint
1361 GCR 8

Albert C. White
P.O. Box 3110
Winter Park, Colorado 80482

August 4, 2022

BY E-MAIL (jshockey@wpgov.com)

Mr. James Shockey
Community Development Director
Town of Winter Park
P.O. Box 3327
Winter Park, Colorado 80482

Re: Cooper Creek Village and Cooper Creek Square Development

Dear Mr. Shockey,

I attended the July 26th Planning and Zoning Commission meeting to learn more about the plans for the Cooper Creek Village and Cooper Creek Square projects. I came away excited and energized by the many opportunities presented by Charlie Johnson and Jeff Vogel.

From the time I first arrived in Winter Park in the 70's, I knew that Winter Park had all the right qualities to be a world class resort provided that smart, forward-thinking investments in our community's infrastructure could be made. As a former Town hotel and ski shop owner and operator, a former Colorado Representative and Senator, and the former Director of the Colorado Tourism Office, I have a unique perspective on Winter Park's strengths and weaknesses as compared to other Colorado mountain resort towns.

It is no secret that the most successful mountain resort towns have an easily navigable transportation system that attracts quality development along the system's access points. A guest friendly transportation system in turn creates incredible opportunities to better serve residents, businesses and workers alike.

I was an initial investor in Winter Park Resort's base area village in the 90's due, in part, to the opportunities envisioned by a gondola connecting the Resort's base area to the downtown area near the Town's parking structure. For years the Town has waited patiently for an opportunity to put a plan in place that would make the gondola connection and related ski back trail a reality. Approval of the Cooper Creek Village and Cooper Creek Square projects as presented will move the Town a major step forward in the realization of this long-planned connection and put Winter Park's resort experience on par with the very best that Colorado and the Rocky Mountain West have to offer.

I was puzzled why some members of the Planning & Zoning Commission and the public chose to oppose some aspects of the Cooper Creek Village and Cooper Creek Square projects which, in my view, are the key aspects of any successful, transportation-oriented resort destination experience. For example, all successful Colorado mountain resort towns are anchored with one or more signature hotels that have at least 250-300 lodging rooms and related conference, dining and

Mr. James Shockey
Community Development Director
August 4, 2022

spa amenities. These hotels are major economic drivers, but they cannot be developed on small urban inholdings without allowing increased building heights. I am not a fan of tall, unappealing monolithic structures, but a 75' tall signature hotel with varied rooflines, pitches, materials and colors can be quite aesthetically attractive while still fitting into the Town core. The Cooper Creek Village and Cooper Creek Square final development plan allows ample opportunity for the Town to ensure that future site plans for any structure, including a 75' tall hotel placed in a strategically selected location near the gondola transportation system, fit comfortably within a walkable master-planned downtown area.

Beside the gondola connection and the many recreational trails offered to improve recreational opportunities originating from downtown, there are many other important benefits presented by the Cooper Creek Village and Cooper Creek Square plan. For example, the plan will establish a critical mass necessary to allow a full complement of diverse housing types and commercial businesses to better serve Winter Park's guests. Anticipated increases in the Town's tax base will make it possible for the Town to continue to improve its municipal services for residents and guests, and the dedication of both built housing product and a permanent transfer fee devoted to developing workforce housing is an important step toward alleviating this persistent Town problem.

This project has been thoughtfully planned and presented. I support the plan without qualification. Please encourage the Planning & Zoning Commission and Town Council to support this project too.

Sincerely,

Albert C. White

To: James Shockey – Director | Community Development
Via Email: jshockey@wpgov.com
Subject: Cooper Creek Village Development

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

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Thank you!

Name: Bryan Fitzgerald
Local Address: 78869 US-40 Winter Park CO
Business: Gravity Haus

From: [Drew Boland](#)
To: [James Shockey](#)
Subject: Cooper Creek Village Development
Date: Thursday, August 4, 2022 8:59:54 PM
Attachments: [Apply-Now-20220603_trans.png](#)
[ProperRate-LogoGR.png](#)
[mobile-2.png](#)
[phone-1.png](#)
[email-1.png](#)
[web-1.png](#)
[social_icon1-2.png](#)
[social_icon3-2.png](#)
[social_icon4-2.png](#)
[housing-1.png](#)

Mr. Shockey,

I am writing to express my support for the proposed Cooper Creek Village development project and entitlements the Applicant (JAC Colorado II, LLC) is requesting. I also encourage the Town to work with the Applicant and the Resort to make the gondola and public all-season trail connection a reality.

I have thoroughly read through the proposals and I believe this project has the potential to shape an incredibly dynamic future for the town of Winter Park. When we initially thought of looking at property in Winter Park my wife was reluctant. She loves the access to skiing and hiking and biking but she felt the town was lacking in culture and vitality. Her impression was that there was no real town center and that detracted from the character of the community that can be found in other mountain towns throughout the state. In talking with some friends and their neighbors in Winter Park we learned that there was a lot of proposed plans and changes that could have the potential to make Winter Park a truly special mountain town. Having now read through the Cooper Creek proposal we have gotten a glimpse of what that future can look like.

Cooper Creek Village has the potential to:

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All of these are factors that I believe could truly make Winter Park a very special place. I sincerely hope these will be taken into consideration. We are very excited to be a part of the Winter Park community and we hope it continues to evolve and thrive in the future.

Thank you for your time and consideration. Please do not hesitate to reach out to me directly with any questions or concerns.

Sincerely,

Andrew Boland
148 BEAVERS LODGE ROAD, WINTER PARK, CO 80482

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Drew Boland

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501 South Cherry Street, Suite 1080, Office 100 Denver CO, 80246

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From: [Sara and Kevin Koster](#)
To: [James Shockey](#)
Subject: Concerns regarding Cooper Creek Village
Date: Monday, July 25, 2022 7:51:15 PM

To Winter Park Planning and Zoning, Winter Park Town Council, Town of Winter Park Staff;

I share many of the same density concerns (wildlife and ecological impacts, water use sustainability, etc) as others have voiced and believe that the proposed Cooper Creek Village development should be held to the UDC and the same criteria (on a per-lot basis) as individual lot owners in town. Beyond that, I would specifically like to address the proposed connection of Timber Drive into CCV. I feel the proposed design is a mistake that will negatively impact the existing neighborhood and create a dangerous roadway.

Many cities have struggled with mapping software logic prioritizing routes through once-quiet residential streets in the software's search for consistency. Today, Vasquez lacks consistency due to random train delays and in the future will be impacted by pedestrian-related delays around the gondola. For properties traditionally accessed via Vasquez, it is likely that mapping software or learned behavior will route users through CCV and up onto Timber Dr. In effect, Timber Dr will become an arterial street for the properties south and west of the new development to get to/from Hwy 40.

Timber Dr is a steep, narrow residential street, presumably designed to serve the limited number of homes on it. It is barely two lanes in summer and has no shoulders, curbs, or sidewalks. Bikers, walkers, runners, etc are all in the street. Visitors struggle to get up the hill in winter. Throughout the year, vehicle engines rev loudly going up the hill.

As proposed, the road would have a significantly steep uphill section on each side of the new intersection, creating a very noisy interconnect for the existing neighborhood. Visitors racing up the modern streets of CCV only to crest onto Timber Dr in winter will have quite the surprise.

In summary, in addition to the numerous other negative impacts of implementing this development plan as proposed, I think the interconnect between Timber Dr and CCV should be eliminated completely due to its negative impact on the existing neighborhood and its likelihood to create a dangerous roadway. At a minimum, the interconnect at Timber Dr and CCV should be gated for emergency personnel only.

Thanks,
K. Koster
491 Timber Dr

7/23/2022

RE: Copper Creek Development

From Tom Corrigan
84 Timber Drive
Winter Park, CO 80482
970-818-7676

To: Winter Park Planning & Zoning Commission & Town Council

While considering the Copper Creek Development Plan I would request you consider the following issues that are a concern to our property at 84 Timber Drive.

1. The access from Timber Drive as proposed would be used as the preferred quick exit/short cut for all of the residences above the railroad crossing whenever there was not a train already moving through the crossing. **Limiting the access on Timber Drive to emergency use** would limit the impact on the existing Idlewild Lane, Hideaway Village and Hideaway Village South neighborhoods. Overflow parking will also be a concern off Timber Drive if adequate parking for the density is not provided. Steep inclines and retaining walls on the Ski Back Trail will not discourage skiers from accessing the trail from unintended access points. Examples include the Corridor Run from Mary Jane to Winter Park Base.
2. There was discussion in the Three Mile Area Plan - Payne Property South report that water would be provided for development from the Timber Drive water line. **The water pressure on Timber Drive is already too low** to take a shower and run additional water at our house just above the proposed access from Road #2.
3. The town allocated water for 357 single family equivalents for the Payne Property South in 2008 Three Mile Area Plan. The proposed development is calling for over 520 Owner Accessory Units and 225 Dwelling Units. I have seen nothing addressing the proposed hotel site water requirements. This is 745 single family equivalents and is **more than double the 2008 anticipated future water needs.**
4. The development of a **75' high hotel in the EPA-5 area is completely out of proportion to the single-family nature of the Idlewild & Hideaway Village South area. 75' high structures are too high for our town.** This drastic change in zoning will encourage a new retail area competing with the Downtown Shopping District.
5. We use telescopes to star gaze at night and would be severely impacted by this dense of a development without **strict dark sky lighting enforcement.** I see the development in Grand Park and the proposed CCV looking more & more like Dillon on I70 which is truly a blight on the landscape.
6. **100,000 CSF located in the EPA-5 high density area of the proposed CCV is creating a new shopping district that competes directly with the existing Downtown Shopping District.** A new 50' maximum height hotel would provide some close by dining opportunity for the site and proposed transportation links, including sidewalks and bus service will bring guests to the Downtown District where they belong.
7. **I have serious doubts that the proposed transfer fee will cover all of the costs of this development.** It would appear that affordable housing, road, water and sewer improvements as well as typical services covered by building permit fees and use taxes will be covered by this transfer fee. Any costs that are waived today will ultimately be borne by the existing residents

of Winter Park. As this project will take up to 20 years to build out, more time for considerations brought up in public hearing should be allocated to protect our residents.

Thank you for considering public input on this important annexation issue. These decisions will affect the future development of Winter Park for decades.

Thank You,

Tom Corrigan
84 Timber Drive
Winter Park, CO

23 July 2022

To: Winter Park Planning and Zoning Commission and Town Council

Re: Cooper Creek Development Annexation Agreement and the FDP

I am addressing you as a concerned citizen and nearly 20 year resident of Winter Park. This proposed annexation and development is on too fast a track for our little town. What is proposed will substantially change the atmosphere and character of Winter Park, while nearly doubling the number of units. A change of this magnitude needs to be considered carefully.

The following are my comments and questions regarding specific sections of the proposed Annexation Agreement between the Town of Winter Park and JAC Colorado II, LLC et al. I will address broader issues at the end of my comments.

1. Section 3. Forest Management Plan. The only specified component of a plan is for pine beetle mitigation measures. As a large portion of the property was clear cut a few years ago, the majority of any mitigation has been completed. A forest management plan should, at a minimum, contain provision for the planting of and maintenance of a variety of native trees and shrubs, excluding lodgepole pine, to hedge against future pest and disease outbreaks. Also, I found no provision for required fire mitigation efforts in this urban-wildland development. Fire is a much more likely danger than dead pine trees. There should also be provision for protection of the wetland and for wildlife corridors. This property is currently used by moose, deer, fox, bear and other animals. What animals are present in the wetland?
2. Section 4.1. Maximum Level of Development. How was number of additional SFE's calculated (682 for the CCVP and 333 for CC South and North)? How many SFE's are already approved? I saw no cumulative total. It seems that the Town is committing GCWSD to services which it may not be able to meet. At what point in the development will the determination be made that there is sufficient water and sanitary sewer resources? We are in the midst of a long-term drought with no indication that it will end. Our water resources are already stretched. We will lose any battles with Denver Water Board over allocations. How would "dedications or cash payment in lieu of dedication by the Owners" be translated into wet water? When water is scarce, will the new development be cut off first or will long-time residents? I've seen that JVA weighed in on concerns about water pressure, but have seen nothing about the increase in the quantity of water, or the treatment of that water. GCSD's thoughts are missing from this discussion. Can our current facilities handle it? If not, who will pay for that?
3. Section 5.2. Required Major On-Site Public Improvements. As currently designed, both Road 1 and Road 2 will have major impacts on Timber Drive. For all practical purposes, since the two road intersect below a circle, people will be just as likely to use Road 2 as Road 1. The Agreement as much as recognizes this fact in 5.2.1.3.2 which states that Road 1 will be connected to Timber Drive. Timber Drive was neither designed nor constructed to handle the tremendous amount of traffic that will result. If access to

Timber Drive is not severely limited in some way, perhaps by a gate that only permits emergency vehicle access, there will be degradation not only of the road but of the neighborhood.

I live just above the proposed entry to Timber Drive. In the past week alone my car has been nearly hit by other vehicles at that curve three times! In wintertime, it is worse. Parking on the pull-off at the curve and on Timber Drive itself is already a problem, especially when it snows. Where are the skiers looking to use the ski down to access the gondola and ski back to their cars going to park *in reality*? People will park where easy and convenient for them, not where a map shows they should!

Who is going to pay for the improvements which will be needed on Timber Drive and Vasquez? What about pedestrian access? Timber Drive is not wide enough to both improve and add sidewalks.

4. 6.4.1. Affordable Housing Fees. This proposal is all together inadequate to make a dent in the substantial additional need for affordable housing which would be created by this development. The twenty-year limit for deed restriction on the CCWP Parcel will pass by very quickly. Does the Town assume that the need will DECREASE in 20 years? Only the developer benefits from this arrangement. Once the 20 years is up, the existing tenants will be evicted, and the units sold as condos at market rates. Allowing up to six bedrooms in a DU will ensure it will be valuable in 20 years! This is very short-term thinking on the part of the Town, but not the developer. Are there sufficient existing water taps for this aspect of the proposal?
5. 6.4.2.2. SPA-3 or SPA-4 Attainable Dwelling Units. Will ADUs be required to purchase one-third of a water tap as we were? Are these included in the total number of water taps required?
6. 6.4.2.4. Exception and Exclusions. Exempting deed restricted DUs, which presumably include those proposed at the existing Cooper Creek building, from the density limitations just increases the allowable density by 45 bedrooms plus 10% of the total platted density demand on our limited resources. Additionally, no Town permitting fees will be collected, another plus for the developer, and loss for the Town. How will the cost of building inspections be covered? A development should pay its own way.

With respect to the general concept of the development, it is too much and too dense. It will negatively impact our current downtown and small business owners. It creates a third commercial area, if one counts the businesses at the base of the area. Moreover, a 75 foot tall hotel will be the equivalent of a skyscraper in our Town. Other hotels manage to be profitable at a smaller scale. Why do we need such a large hotel? It certainly won't be a small business that runs it.

Granting such a drastic change in zoning is not in the Town's best interest. Each of the three parcels should be addressed separately, not as one. The Town and its citizens need to be able to make choices as time passes as to who and what we want to be. The lack of transparency

regarding the real overall density proposed (including affordable housing and ADU's) and the number of water and sewer taps required (including existing allocations) is disturbing. If there is a payment in lieu, a water tap will still be needed somewhere for that housing.

I understand that there is a recommendation that the meeting scheduled before the Planning Commission be continued until their next meeting. I would agree with that action. Moreover, there should be widespread coverage of this proposal. There was one meeting offered by the developer which was advertised, but which gave the residents all of two day' notice. It also did not include any contact information. The Planning Commission should consider giving a presentation to the public on this significant proposal before making a recommendation to the Town Council.

Thank you for your attention to these remarks.

Trude Kleess
84 Timber Drive
Winter Park CO 80482

Red 7/12/22
KSR

I have two questions for the Planning Commission and Town Council to address regarding the Cooper Creek Villages development and annexation:

First: Is the environment, and the flora and fauna being protected by the agreement?

During public comment for the ROAM development: scientists, wildlife biologists, Trout Unlimited, Colorado Parks and Wildlife and many Winter Park residents all expressed concern about the setbacks on the Fraser River and how a large development would effect the water quality and the migratory corridor for moose, elk and other wildlife, unfortunately; that development was allowed to infringe on the fragile riparian ecosystem. The 57 acres in the CCV development includes multiple drainages that run into the Fraser river and land that up to this point has been available to wildlife. Cooper Creek Villages is a huge development that will impact the native flora and fauna. Some of that flora and fauna is on the brink of extinction due to climate change. Are there any legal provisions to protect the riparian and migratory corridors in this development?

Secondly: Where is the water coming from for this new development?

80% of the water in the valley is already diverted to Front Range Communities. The Southwestern US is experiencing its driest period in over 1200 years and the Colorado River is over allocated so where is the water coming from to support this growth? Is there a dedicated and guaranteed source of water?

Thank you,
Priscilla Kirouac
151 Pine Cone Lane
WP, CO

From: [Cynthia McCoy](#)
To: [James Shockey](#)
Cc: [Nick Kutrumbos](#); [Keith Riesberg](#)
Subject: Letter to the Town of WP
Date: Tuesday, July 19, 2022 4:57:31 PM
Attachments: [image001.png](#)

Good afternoon Mayor Kutrumbos, Manager Riesberg, and Winter Park Town Board of Trustees and development team,

I understand a public hearing was set last week, and was unable to organize in time to prepare to attend or submit a letter.

I would like to respectfully ask that a portion of the area set for proposed gondola project south of Cooper Creek Square be preserved as open space, so that those who walk the trails there, and Frisbee golf players may continue to appreciate the beautiful forested area.

I understand development is inevitable there, and believe both development and remaining a Frisbee golf course (maybe redesigned with guidance from the Town of Winter Park if needed) can be achieved. An example is the Frisbee golf course at the YMCA of the Rockies, Snow Mountain Ranch, which runs below a zipline (which would have similar tower structures and cable line).

Respectfully,

Cynthia "Cyndi" McCoy
Executive Administrator, GC Board of County Commissioners / County Manager's Office
Office: 970-725-3100
Mobile: 970-531-3728
308 Byers Ave., P.O. Box 264
Hot Sulphur Springs, CO 80451



Grand County
Colorado

7/19/22

RE: Cooper Creek Development

From: Susan Keck

110 Arapaho Rd

Winter Park, CO

To: Winter Park Planning and Zoning Commission and Town Council,

In the Copper Creek Development plan, will you please consider a condition for an access/security gate where Cooper Creek Development meets Timber Drive? Since the new development will have its primary access from the new RR overpass and not from Timber Drive, it seems unnecessary for the traffic to flow through the Hideaway Village South neighborhood except in emergency and limited situations. Without any traffic control, there will be conflict with excessive car traffic on Arapaho and Vasquez Roads. The roads are narrow and the slope is enough that The Lift can't stop on the uphill at the corner of Arapaho and Timber Drive, let alone the rental cars that try to go up Timber Drive! There may be additional stress on Timber Drive from eager skiers parking on the roadway to ski down to the town gondola and ski back to their cars at the end of the day. (This already happens on Arapaho Rd) It would better serve that neighborhood to work on an alternative outlet to Highway 40 toward Winter Park Resort. (By Ice Hill/Serenity)

Also, please question the commercial zoning proposed for the hotel off of Timber Drive. It does not blend with the current residential area or, zoning and is far from the town center. The concerns are the impact on wildlife and wetlands along with heavy traffic and lack of parking. It would better serve the visitor and community to keep the hotel and commercial zoning in the town center where the visitor can walk through town. With a fully occupied hotel, will the lights at night from the rooms be dark sky compliant? Also, if you look at the surrounding neighborhoods of Hideaway Village South, Hideaway Village, Elk Run and Alpine Timbers there is a considerable amount of open space and trees to buffer and soften the landscape. There will still be plenty of homes and rentals in that meadow! Please consider residential zoning only in the area adjoining Timber Drive.

Thank you,

Susan Keck

From: [Darcy Schlichting](#)
To: [James Shockey](#)
Subject: Cooper Creek Development
Date: Tuesday, July 12, 2022 7:18:02 AM

Dear Mr. Shockey,

My husband and I are full time residents of Winter Park. We are concerned about the parameters of the proposed development at Cooper Creek. We reside at 21 E. Viking Drive

Although we are not directly impacted by the development, our concern is for the overall impact on the Vasquez Road area. The traffic impact, initially from the construction vehicles, and ultimately from the increase in daily traffic once the project is completed will adversely affect all the neighbors in the region.

Please consider the following:

1. Thoughtful development, not maximum density
2. Include large swaths of open space, to minimize the impact of the development on the environment and the wildlife
3. Add another access point from the town to the development to minimize traffic on Timber Drive and Idlewild.

Thank you for your consideration

Darcy and Dave Schlichting

From: [Rachel Lambden](#)
To: [James Shockey](#)
Cc: [Brian Lambden](#)
Subject: Cooper Creek Villages annexation
Date: Monday, July 11, 2022 9:26:06 PM

Hello James,

My family has owned a vacation home in Hideaway Village South for more than 20 years. My husband and I just moved here full time 3 months ago and are loving our quiet secluded trails. One of our favorites goes thru the forestry land that is currently being re-zoned.

The proposed density will destroy our surrounding open space, trails, wild flowers and views. The amount of anticipated traffic will create havoc. The nature of our backyard and character of our neighborhood will be irrevocably changed.

We do NOT Support the re-zoning as requested.

Thank you for your time in reading this,

Rachel and Brian Lambden

From: [Laura Belanger](#)
To: [James Shockey](#)
Cc: [John](#); [Renee Garcia](#); [Brian Nuel](#)
Subject: Regarding Cooper Creek Village and Cooper Creek Square - Final Development Plan Request (PLN21-082)
Date: Monday, July 11, 2022 8:36:28 PM

Dear Mr. Shockey and Planning and Zoning Commission Members,

We are writing to provide public comments on the annexation and proposed rezoning for Cooper Creek Village.

- 1. We support the annexation but urge you to deny the requested R-C zoning for the southern and western planning areas** - We are owners of 11-11 Beaver Village Condominiums which is immediately adjacent to and surrounded by the proposed Cooper Creek Village to our north, west and south. Our condominium complex has long enjoyed the quiet southwestern end of Winter Park and surrounding unincorporated areas which include the parcel in question which is currently zoned "open space, forestry". The proposed R-C zoning for planning areas located to the south and west of the core is on the opposite end of the zoning spectrum from current conditions and would completely destroy the character of the area that led us to purchase our condominium. We understand the desire to develop new housing and commercial space for the Town, and the benefits of the taxes that come with those. But while doing that, please do not forget about current property owners. A balanced approach that meets everyone's needs can be found. We do not oppose the development but believe it should be approached and zoned appropriately and thoughtfully to consider and reflect surrounding property characteristics. While high density development near the Town Center makes sense, please do not allow for 50- and 75-foot-tall buildings and extremely dense development in the planning areas located to the south and west of the core. Providing blanket R-C zoning now will essentially prevent any successful future opposition to extremely dense and tall development – as those would be in compliance with the approved zoning. We support the feathered density transition proposed by the Idlewild Meadows neighborhood and urge you to approve rezoning as they propose.
- 2. We are adjacent property owners and are extremely concerned that we did not receive notice of the proposed annexation and rezoning** – The proposed annexation and rezoning will have significant impacts on each and every one of Beaver Village Condominiums home owners, yet we were not notified of the July 12, 2022 meeting. The only reason we are aware of it is because the Idlewood Meadows neighborhood took it upon themselves to do what the project proponent and Town should have done and sent a letter notifying us of the proceedings – unfortunately with unreasonably short notice. With proper notice, the residents of Beaver Village Condominiums could have better reviewed the proposal and provided additional comments.
- 3. The traffic anticipated from the proposed development is unacceptable** – As the Planning and Zoning Commission knows, as well as anyone who lives in or visits Winter Park or the neighboring communities, traffic in and through Winter Park can already be very bad. While we know additional development and traffic will occur with new development, the daily external vehicle trips that would be generated by the proposed development are excessive and will form a serious bottleneck right at the entrance to town where all vehicles going to or through Winter Park must travel. People don't live in Winter Park to experience traffic jams, and we hope you will rezone the property in question accordingly to prevent further erosion of Winter Park's admirable and desirable mountain community characteristics.

As adjacent property owners to the parcel in question, we urge you to reject the proposed zoning for the proposed Cooper Creek Villages property and instead adopt thoughtful, less dense and less tall zoning appropriate to the characteristics of existing development in the area. We also ask that

you investigate why the residents of Beaver Village Condominiums did not receive notice of this rezoning application or the July 12, 2022 meeting and to provide proper notice and a future meeting opportunity to us, neighbors of the proposed development. Lastly, we hope you will consider your own and nearby communities' impacts from the additional traffic the development will have in determining appropriate zoning for the project.

Sincerely,

Laura Belanger, Renee Garcia, Brian Nuel, and John Rodgers

Owners of Beaver Village Condominiums, Unit 11-11

belanger.laura@gmail.com, renee_e_garcia@yahoo.com, brian.nuel@gmail.com, and rodgers.john@gmail.com

303-215-9122

From: [Jacqueline Seymour](#)
To: [James Shockey](#)
Subject: CCV Development
Date: Monday, July 11, 2022 8:19:11 PM

Dear Mr. Shockey,

I'm writing to share my concerns with the zoning of the Cooper Creek Villages development. It is my opinion that the zoning being requested is extremely relaxed and is not in the best interest of the community. The development of 875 residential units will nearly double the population of Winter Park. (at least 87.5%) This amount of growth is going to require a lot of infrastructure to support this amount of increase which intern will cost the taxpayers. My request is to tighten the zoning to a much more reduced number of residential units and/or single family homes.

Regarding the height of the structures the developer wishes to build (75') this would be detrimental to the small mountain town that Winter Park is today. Obstructing the beauty of the land around WPK with large Hotels and parking lots/structures is not environmentally friendly or a desirable view. (Don't loose the Spirit of the Wild that is Winter Park)

My concerns regarding the 100,000 sf shopping center is what will happen to small local businesses? Bringing in a mega shopping center is going to drive many of them out of business. Winter Park will become just like every other city or town along the front range with Super Shopping Center where everyone shops away from town. The downtown area is plagued with a a lot of empty store fronts and no activity. The town counsel will wonder one day what happened to their thriving little town.

Winter Park is a Mountain Town not a Metropolis. Save the multi family high rises for the big cities. Keep your businesses local. Don't kill your Small Town feel.

I hope you will truly consider the opinions of your local residents when voting on the annexation of CCV development project.

Best Regards,
Jacqueline Seymour

Sent from my iPad

From: [Richard](#)
To: [James Shockey](#)
Subject: 57 acre development
Date: Monday, July 11, 2022 7:57:21 PM

I was shocked when I heard at the last minute about this seemingly unthought through railroaded zoning change - why so little notice?? Do we need a petition - whole process smells bad - sounds like some inside dealing - no impact studies on traffic - bike / car interactions on Arapaho road , wildlife impacts etc etc - can an injunction happen ? It's TOO big - Too many units - smacks of developer greed!!

Richard George and Ann Tempest

Sent from my iPhone

From: [Bob Seymour](#)
To: [James Shockey](#)
Cc: [theseymours](#)
Subject: Proposed rezoning for Cooper Creek Village
Date: Monday, July 11, 2022 12:16:39 PM

Mr. James Shockey,

As I WP Property owner, I would like you to consider my input on this Proposal.

1) re zoning from "Open Space forestry" to DC. This type of action is not in line with the current character of the town of Winter Park.

While I am personally not a climate change activist, anytime you cut down forest to make way for a High Density Project such as this one, You are causing damage.

2) This Development will change the very Aesthetics of the town of WP from a comfortable and friendly town to an austere standoffish environment. Think Vail.

3) When we decided to own real estate in WP, we had many choices. WP won our decision BECAUSE of its warm inviting atmosphere.

4) It appears that this will add 14,491 daily vehicles to Vasquez Road traffic. Really, no one sees that as a problem?

Conclusion, This project needs to be scaled way back. 35' Height limit. Setbacks of at least 20'. Needs to blend with existing development or be denied rezoning.

Thanks for your time,

Bob Seymour
79114 US HWY 40
Winter Park, CO 80482
970-443-0152

From: [Mindy Trautman](#)
To: [James Shockey](#); [Keith Riesberg](#); [Nick Kutrumbos](#); [Jennifer Hughes](#); [Mike Periolat](#); [Riley McDonough](#); [Art Ferrari](#); [Jeremy Henn](#); [Rebecca Kaufman](#)
Cc: randall.reaugh@jm.com
Subject: Cooper Creek Villages/Annexation and Zoning Determination - Request for Lower Density/Height Zoning
Date: Sunday, July 10, 2022 5:28:36 PM

I respectfully request (implore) that the Town of Winter Park Planning & Zoning set the zoning determination for Cooper Creek Villages to NOT BE a Destination Center (DC).

As a property/homeowner at 284 Arapahoe Road for more than 27 years, I know how much Winter Park has changed. The density and increase in development has been unprecedented. Setting the Cooper Creek Villages area as DC would only contribute and exacerbate the following:

- Traffic Congestion
- Water Shortages
- Staffing Shortages
- Degradation of the vibe/look and feel of our town and valley
- Degradation of the quality of life for the surrounding neighborhoods

We came here and continue to come here because of the 'local' feel versus the mass produced feel. And although that is slowly being eroded, the density request from JAC Colorado will continue to just make us look and feel more like the chaos that is Steamboat, Summit County, Breckenridge and Vail. People come here BECAUSE we are not those other places.

In addition, the surrounding neighbors/neighborhoods will be negatively impacted, forever being changed by the volume of traffic/people and basic aesthetics. From those I've talked to - that even live here full-time, there doesn't seem to be much notice or communication coming from the town and the elected officials. Very convenient for the developer in their push for maximum density. And, the amount of green space being proposed is laughable. I'd appreciate getting information about how to better track this project and how to hear about subsequent meetings that will be available to the public.

Please consider lower density and height allowances that are more in line with the surrounding legacy neighborhoods and area and allow more time to receive input from concerned residents before making a final decision.

Thank you for your time and consideration in this very important matter.

Mindy Trautman

From: [Susan Keck](#)
To: [James Shockey](#)
Subject: Opposed to commercial zoning on Timber Drive
Date: Sunday, July 10, 2022 1:42:05 PM

Hi James,

RE: Cooper Creek Development

I oppose the commercial zoning proposed for the hotel off of Timber Drive. It does not blend with the current residential zoning and is far from the town center. My concerns are the impact on wildlife and wetlands along with heavy traffic and lack of parking. It would better serve the visitor and community to keep the hotel and commercial zoning in the town center.

Thank you,

Susan Keck

110 Arapaho Rd

Winter Park

March 22, 2022

Paul & Kristen Tourangeau
22 Idlewild Lane
40 Idlewild Lane
Winter Park, CO 80482

Town of Winter Park
Planning Division
50 Vasquez Road
PO Box 3327
Winter Park, CO 80482

Re: Homeowner Comments on Proposed Subject Planning/Zoning for Cooper Creek Village Development, Winter Park, Colorado

Ladies and Gentlemen:

Wetland habitat is disappearing too rapidly in this country, and every town and city should endeavor to preserve those that remain. The Town of Winter Park would be wise to protect all wetland habitats that exist within town boundaries, in addition to the waters which flow into the Fraser River. Wetland habitats are an extremely valuable environmental resource for the animals, plants, and microorganisms which rely on them, and are noteworthy for their positive impact on the water that flows through them. Development is greatly impacting our western rivers, and we need to preserve them in their natural states, which include the wetlands that feed them, rather than alter them to suit development.

As homeowners adjacent to and near the proposed Cooper Creek Village development project, we urge you to consider conditioning approval of the subject development to preserve the wetland habitat characteristics that have existed and presently exist in the area immediately to the south and east of Idlewild Lane.

Development is rampant in the West, and Grand County is no exception. Grand County has been slower to develop than other mountain counties, but significant growth is now at our doorstep. Now is the time to make decisions that will protect our community and our way of life into the future. We can put guardrails around development, but once development has consumed open space, that space is forever lost.

Idlewild Lane, in the town of Winter Park, has been largely unaltered since the late 1960's when my parents bought their tiny cabin at 40 Idlewild Lane from a Winter Park ski patrolman. In those days Beaver Village Condominiums had not been built, and as

kids we roamed through all that area to our hearts' content. The meadow, wetlands, and forest that are between Idlewild Lane and the Beaver Village property are beautiful and peaceful, and still provide a corridor for wildlife.

The neighborhood is almost an accidental example of current-day property development in which preservation of open space is a requirement. The difference is that the open space that currently exists on Idlewild Lane is *not* part of the Idlewild community. It is a portion of the proposed development you are considering.

If we could turn the clock back, perhaps it would have been best for the town of Hideaway Park to preserve all the wetlands that once existed from the Vasquez Creek flowing southeasterly toward the Fraser River. Back in those days no one thought about preservation - one only envisioned basic housing and commercial areas. There were small houses and little businesses along Highway 40. Ski Idlewild, Miller's Idlewild Inn, and Beaver's were the only "big" businesses in town.

At that time an affirmative plan or vision to preserve some of the important natural elements within the town limits did not exist, whereas today we do have a vision which is outlined in the Three Mile Area Plan. From page 5 of that plan under the section entitled, Water Availability:

Water availability is a concern with any annexation in the Town of Winter Park. The 2006 Town Plan considered the effects development could have on the Fraser River and its tributaries. The Town Plan stated that water available for municipal use should not impact the amount needed to support the Fraser River and as such any additional zoning entitlements should be planned that at full build-out of Winter Park, enough water will be available to keep healthy rivers and creeks in the Upper Fraser Valley. The 2019 Imagine Winter Park Town Plan reinforced this statement with a requirement that the Town maintain healthy stream flows for ecological, recreational, and scenic purposes.

Wetlands contribute a significant benefit to the health of water systems. Most of the homes on Idlewild Lane were built on these wetlands. By today's standards it would have been healthier for the Vasquez Creek/Fraser River system if development had been limited in this wetland area. However, the beneficial contributions of wetlands to our ecosystems were not well known at the time. Let us learn from the mistakes that other cities and towns have made by continuing to allow development with little regard for the preservation of open space. ***It is critical that we save what little open space we have left.*** That is the intention of the plans developed by the Town of Winter Park with its Three Mile Area Plan and the Imagine Winter Park Plan. Future residents and guests will thank those with the foresight to preserve open spaces within the heart of Winter Park.

Regarding the development of the gondola and the ski-back trail, the residents of Idlewild Lane have been assured that both projects are being undertaken to *reduce*

the amount of traffic in and around Winter Park. It is possible that there will be less parking needed at the ski area and fewer cars driving that direction, but we foresee that our street is at a real risk of becoming a parking lot for the gondola and our properties will become short cuts to the lift line. Additionally, the traffic on Vasquez Road will increase as people try to reach the base of the gondola or try to find parking nearby to access the gondola. Traffic will increase on Idlewild Lane, as well.

Development around the gondola line and the ski-back trail might lead to further parking and traffic problems in the subject development area and in Beaver Village, as residents, friends, and guests use parking areas in and around the proposed subject development area to access the gondola.

Snow removal and drainage are currently significant problems on Idlewild Lane. Additional development in the adjacent area will magnify the difficulties that we currently have by materially increasing the number of dwellings in a small area. The snow that normally would accumulate for the winter season in the meadow and the forest immediately south of Idlewild Lane will be plowed from a new road, driveways, and access areas around the dwellings. This snow will need to be plowed and removed – a process that will keep it from melting naturally into the waterways, and which will deplete the natural wetlands running along the bottom of the hill rising from the meadow and extending toward the Fraser River.

Please take the time to *carefully* consider each significant element associated with every project that impacts the Town of Winter Park. These considerations extend not only to number and type of units, architectural style, building construction, and tax revenue, but also to the effects of such development on the natural environment around us and within the town's boundaries. Most of us are here in Winter Park because we value the natural beauty at our doorstep.

Therefore, as homeowners adjacent to and near the Cooper Creek Village development project, we urge you to consider conditioning approval of the subject development to preserve the wetland habitat characteristics that have existed and presently exist in the area immediately to the south and east of Idlewild Lane.

We also ask you to carefully consider the tremendous impact that the development of a gondola, a residential access road, and a ski back trail will have on parking and on snow removal and storage in our neighborhood and in the adjacent subject development, as well as its impact on Vasquez Road, a major artery for the Town of Winter Park.

s/Kristen and Paul Tourangeau

July 8, 2022

Wayne & Ortrud Fowler
22 Idlewild Lane
40 Idlewild Lane
Winter Park, CO 80482

Town of Winter Park
Planning Division
50 Vasquez Road
PO Box 3327
Winter Park, CO 80482

Re: Proposed Gondola and Cooper Creek Village Development Projects

Ladies and Gentlemen:

It is our understanding that Winter Park Resort plans to locate a gondola base loading area just south of the current town administration building and adjacent parking structure and the neighboring business area.

We write this letter to object to locating the gondola base in the proposed site for the following reasons:

- 1) The existing parking structure is too small to accommodate the required parking that the gondola would demand.
- 2) The increase in automobile traffic and automobile parking would be a major burden on the current residential and business concerns in the greater Idlewild Lane area.
- 3) Locating the gondola base near the town administration building and parking structure would have a major impact on snow removal storage, as this is where most of the removed snow from the adjacent areas is currently stored.
- 4) Although parking on residential streets in Winter Park, such as Idlewild Lane, is not allowed, the lack of parking at the gondola base would encourage illegal parking on all residential streets near the gondola base.

Regarding the development of Cooper Creek Village as it affects the Idlewild Lane neighborhood, we believe that the meadow in the interior of the Idlewild subdivision should be preserved in its current state. It should be left as an open space for the enjoyment of the residents of Winter Park and as a wildlife corridor.

We in the Idlewild area made a sacrifice to help create the Town of Winter Park, which allowed Winter Park Resort to be able to impose taxes on ski area visitors and on the services and goods they need. This is enough of a burden on us -- those who aided the creation of the ski area as a taxing entity. We have already shouldered our part for the ski area and the town.

So put the base of the gondola in a more suitable location. We offer to meet with the Town Council to assist in finding a new and better location for the gondola base.

Sincerely,

Wayne J. and Ortrud M. Fowler

From: randall_reaugh
To: [James Shockey](#); [Keith Riesberg](#); [Nick Kutrumbos](#); [Jennifer Hughes](#); [Mike Periolat](#); [Riley McDonough](#); [Art Ferrari](#); [Jeremy Henn](#)
Cc: scottchisholm@highsofttech.com
Subject: Cooper Creek Village
Date: Monday, July 11, 2022 9:07:07 AM

I am writing this message to express my strong opposition to the zoning of the Cooper Creek Village as a Destination Center with the resulting development densities and height restrictions allowed under that designation.

I am not opposed to the development of this property. However, any development should be in line with the character of the surrounding neighborhoods and the Town of Winter Park. Moving this land from an open space to a maximum density to maximize financial return is inappropriate.

I am a longtime homeowner on Arapahoe Road. This development, as proposed, is the exact opposite of what attracted me to the valley 30 years ago. This will have a significant negative effect on our neighborhoods. Squeezing in 875 multi-family, single family attached units and a 400 room hotel is just one more step to converting Winter Park to the look, feel and chaos of Summit County.

I am requesting that this development not be allowed to proceed under the current development plan. There should be large buffer zones from adjoining neighborhoods, reductions in allowable densities, expanded use of single family detached homes, and reasonable open space.

There seems to be a very apparent lack of transparency concerning this project. I spoke to 5 of my neighbors this weekend and none of them were aware of the scale of this development or that a zooming meeting is to be held on the 12th. I only became aware through a casual conversation with one neighbor. Is there not a requirement to post proposed zoning change signage at the property? I would hope that the Town of Winter Park would want to fulfill its responsibility to fully communicate all pending processes concerning a project of this scale.

I further request that any Town of Winter Park representatives who themselves or who have family members that benefit from this property development, or the sale of real estate, recuse themselves from decisions on this matter as that is clearly a conflict of interest.

I can be reached at 303-638-2733.

Sincerely, Randy Reaugh.

July 8, 2022

JAC Colorado II
747 Sheridan Blvd
Lakewood, CO 80214

Re: Cooper Creek Village & Cooper Creek Square Final Development Plan

Dear Mr. Johnson,

On behalf of the Crestview Place HOA Board and homeowners, although we are on board with the development plan overall, I would like to identify two areas of significant concern associated with the proposed Cooper Creek Final Village & Cooper Creek Square Final Development Plan ("Current Plan"). The areas of concern relate to parking and trash removal, and potentially other, to be identified, specifics.

Crestview Place Condominiums includes 39 residential condominium units ("Crestview") and two floors of commercial condominium units ("Winter Park Station"). The Crestview Place Condominiums are located immediately east of the proposed Cooper Creek South Parcel CCS PA-1.

Parking

Parking requirements for both Crestview and Winter Park Station are satisfied by a combination of shared parking garage, two levels of uncovered surface parking known as "Parcel B", and two spots in the town garage. Parcel B appears to be part of the development plan as part of CCS PA-1 (also identified as SN PA-1).

In the Current Plan, Exhibit B page 6 discusses parking but fails to provide for how the residential parking requirements for Crestview Place Condominiums will be addressed once Parcel B is developed and those outdoor parking spots are no longer available.

Trash Removal

Dumpsters for all Crestview and Winter Park Station occupants are located on the surface parking lot. This is the only location possible on the property for dumpsters which can be accessed by trash trucks. While we recognize this is not the most pressing issue of a project of this scale, the development of Parcel B does have some additional factors that need to be considered.

Overall

Crestview is one of the current buildings, not commonly owned by WC Johnson, that will be hugely impacted by the Current Plan, yet the building is not identified in any of the drawings like Winter Park Station or Snowblaze is, and no plan for addressing the lost residential parking or dumpster locations has been presented. It is also unclear how close the new road will be to the building and the impacts of that since Parcel B appears to be identified as both CCS PA-1 and SN PA-1 and the location of the road is different based on which version you are looking at.

There is conflicting information within the Current Plan relative to CCS PA-1. Exhibit C page 6, Final Development Plan prepared by Vogel & Associated has a portion of CCS PA-1 on the east side of the proposed new street. The parcel on the east side of the proposed new street is adjacent to the Crestview property. The Cooper Creek – Annexation exhibit prepared by TKE Civil and Structural Engineering has SN-PA-1 on the west side of the proposed new street and no planning area on the east side of the proposed new street.

On behalf of all 39 Crestview residential owners, the Crestview Place Condominium Residential Board of Directors recommends the following: The Final Development Plan should recognize and provide for an adequate amount of parking to meet the needs of Crestview and Winter Park Station and future development plans for Parcel B shall address the dumpster situation. We will have a board representative and homeowners at both the Planning Commission meeting on July 12th and the Town Council meeting on August 16th and are available to schedule a time to discuss this with you personally as well.

Respectfully,

/Steve Kane/

Steve Kane
Crestview HOA President

cc: James Shockey, AICP, Community Development Director, Town of Winter Park

From: [Rebecca Sharpe](#)
To: [Keith Riesberg](#); [Alisha Janes](#); [Danielle Jardee](#); [James Shockey](#); [Hugh Bell](#); [Irene Kilburn](#); [Tom Hawkinson](#); [Nick Kutrumbos](#); [Mike Periolat](#); [Art Ferrari](#); [Jeremy Henn](#); [Jennifer Hughes](#); [Rebecca Kaufman](#); [Riley McDonough](#)
Subject: Voicing my concerns regarding the Cooper Creek Village Development
Date: Monday, April 25, 2022 9:10:43 AM
Attachments: [image.png](#)

To the Town of Winter Park staff and Winter Park Town Council (please forward to Winter Park Planning & Zoning),

I am writing this letter to express my concerns with the Cooper Creek Village development, specifically with regard to the Imagine Winter Park Master Plan.

I'll open by saying that I find it very concerning that the land owner is listed as being on the "Steering Committee" of the Imagine Winter Park Master Plan. Is this not, inherently, a conflict of interest?

The plan was created in 2017 and much has transpired since then, including the approval, partial completion and completion of numerous other developments and catastrophic wildfires. When was the plan last reviewed? The plan itself states on page 1-6, "For the Town Plan to remain effective, it must be regularly reviewed and amended to address current standards, goals and strategies, and future needs, as well as to provide additional social, economic, and environmental sustainability elements. Furthermore, it is essential that the Town Plan remains current with changing local, regional, and global conditions."

I would also like to note the multiple conflicts with this plan as they pertain to the development:

-

Page 50 - [MOUNTAIN LIFESTYLE] An authentic mountain community with a culture defined by and fundamentally linked to its surrounding natural, wild environment.
Page 59 - [Our incomparable national forest] “ The community should protect wildlife, habitat, movement corridors, and scenic vistas. When development occurs it should be sized, located, and designed to avoid or limit impacts to wildlife and the natural environment.” EN Strategy 2.3 “Protect the integrity of significant wildlife habitat & movement corridors.

- Visitors come to Winter Park to enjoy the natural environment and to view wildlife. Additional development will only disturb, if not, drive away wildlife. In NPA-1 specifically, and in the bordering Idlewild Meadows, various species are seen frequently including moose, deer, bears, marmots, snowshoe hare, foxes, coyote, and pine marten.
- See the CPW slide below pertaining to the Moose habitat that this property encompasses. You can see that the property in question covers the Moose Winter Range and Moose Priority Habitat.
- Wildlife, especially moose, use riverbeds to move in the winter due to the lack of deep snow. The CPW has noted that the Vasquez Creek is a “crucial habitat

movement” area for moose. The Cooper Creek Village development is adjacent to Vasquez Creek and will have a significant impact on this crucial movement habitat.

- The CPW has also noted a decline in wildlife in Summit and Eagle Counties because of over development.

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Page 57 - [A HEALTHY HEADWATERS COMMUNITY] A conservation-oriented community that recognizes the role water plays in the natural environment and ability to grow in a responsible and sustainable way. Page 58 - EN strategy 1.5: Protect the viability of natural wetlands and watercourses as a key component of our natural and built environments.

- Existing wetlands that the proposed development encompasses and specifically in NPA-1, will be heavily impacted. When questioned about the impact of the wetlands in NPA-1 in the Cooper Creek development Open House session on March 10th, the developer stated that 1) the wetlands in NPA-1 would "only have a road built over them" 2) that the homes on Idlewild Lane were already built on wetlands and 3) that they were not jurisdictional wetlands. Clearly this developer is not interested in "Protecting the viability of natural wetlands and watercourses as a key component of our natural and built environments."
- Potential impact on Vasquez Creek. Sedimentation issues in the Fraser River have already been found. While causation is under review, these issues are likely related to surrounding development. (See: [The indicator species vs. development: How construction runoff is muddying fish habitat.](#))

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Page 61 - [SUSTAINABILITY] A COMMUNITY THAT OPERATES IN WAYS THAT ARE GOOD FOR PEOPLE AND THE PLANET. “In order to provide the quality of life that residents and guests in Winter Park expect and desire, it is crucial that the Town create and maintain conditions under which humans and nature can exist in productive harmony, that allow us to meet the social, economic, and environmental needs of both present and future generations. This will mean reducing our environmental footprint by conserving energy and water, reducing waste, increasing recycling, and addressing climate change.

- Wildlife will be displaced and will not return.
- A multi year buildout with construction vehicles, constant running engines, tree removal, and wetlands destruction will not reduce environmental footprint.
- More development means more people, which in turn leads to excessive energy and water use, along with more waste (both construction and household). A lack

of water in the west is already becoming an issue due to the current drought and overpopulation.

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Page 60 - [Living with our environment] EN Strategy 3.1 Encourage density in appropriate locations and clustering of development to maximize open space, EN Strategy 3.3: Work to become a Dark Sky Community. EN Strategy 3.4: Proactively plan for disasters and implement mitigation and resilience measures to reduce community vulnerability (e.g. requiring firebreaks) EN Strategy 3.8 Implement policies that reduce conflicts between wildlife and domesticated animals.

- The development of NPA-1, which directly borders the Idlewild Meadows neighborhood would, in effect, remove the only open space that this neighborhood has to their avail.
- The lives of the residents of Idlewild lane will be greatly impacted due to the proximity of the planned development bordering the neighborhood. Years of construction disruption will make it impossible to live in, work in or enjoy our homes.
- With the addition of hundreds of new homes and new roads on these parcels, any new indoor and outdoor lighting, car headlights, and street lights will all lead to light pollution and eliminate any hope of maintaining a “dark sky community”. Not to mention potential lighting of a ski-back. Walk down Idlewild Lane after dark on a clear night and you'll be amazed how brilliant the stars are currently.
- The East Troublesome fire was a major event for Grand County and evacuations were in place. There are 2 ways to enter and exit Winter Park. When another wildfire occurs (and they will occur), evacuations and extractions will be difficult even with the current population. Neighborhoods below the Vasquez Road camping areas are in constant fear of wildfires started by campers in that area. With additional development and density, ensuing traffic jams could become catastrophic.
- As stated previously, many species frequent the Idlewild Meadows neighborhood. An increase in 2nd homeowner occupation would clearly increase conflicts between wildlife and domesticated animals.

I appreciated the opportunity to hear from current Town Council members as well as candidates for council prior to the election. What I heard was that transparency, residents having a voice, developers being held accountable, quality of life, preserving wildlife corridors and wetlands, the burden being placed upon the community due to new development, sustainability, and climate change were all priorities and/or concerns. I heard the Imagine Winter Park and 3 Mile plans mentioned numerous times. What I also heard, however, was that we can't tell people what to do with their own property. So I'm finding it difficult to

understand the value in a plan if it's not adhered to or enforceable in the face of developers?

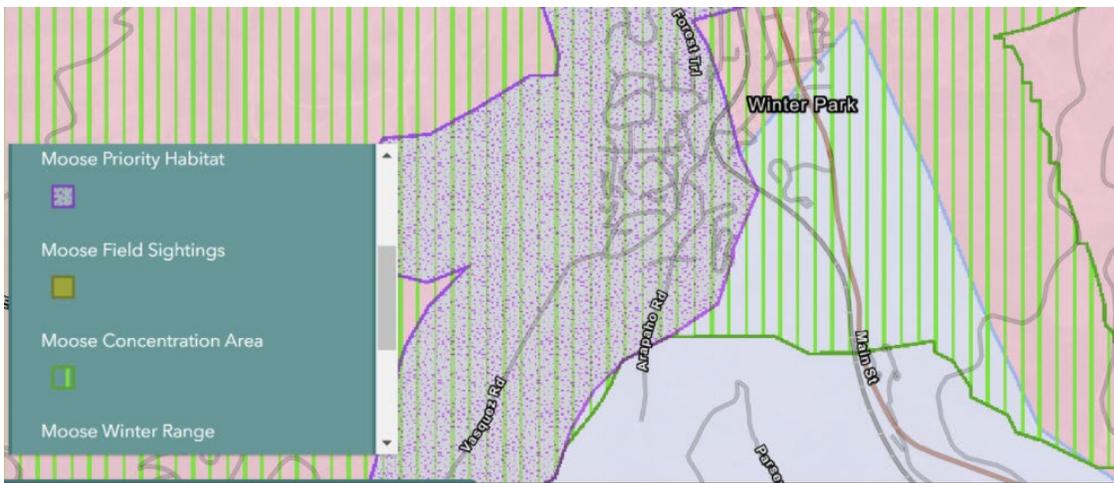
Finally, on the topic of transparency, we know that closed door meetings were held with the land owner/developer. Our neighborhood would like to not only understand what transpired at those meetings but also be afforded the opportunity to speak with council, with no time limits placed upon our commentary.

Thank you for listening,

Rebecca Sharpe

190 Idlewild Lane

Resource:



Luke Braly
60 Idlewild Ln. Winter Park CO. 80482

Cell: (303) 817-9848
Email: luke.braly@fticonsulting.com

Winter Park Zoning Department
Winter Park Town Hall – 50 Vasquez Road

Dear Winter Park Zoning Department Members:

I am writing to express my concerns about the currently proposed zoning request for the annexation of the Cooper Creek Village Property, specifically as it relates to the annexation of NPA-1 and NPA-2 as detailed in the Cooper Creek Village & Cooper Creek Square Final Development Plan (Exhibit A). The proposed zoning for the annexation of these parcels is “D-C: Destination Center” (Exhibit B). The proposed zoning for the annexation is inappropriate for the following reasons:

- 1.) **Lack of Zoning Precedent for D-C Next to Residential:** There are no other properties in Winter Park that have existing R-1: Single-Family Residential zoning with D-C zoning adjacent to it.
 - a. **R-1:** Per Town’s Zoning Districts and use Standards, R-1’s character is **Low Density Residential** and the purpose of the district is “Single-family **detached** residential neighborhoods on moderately sized lots, including provision for varying sized lots, including provision for varying lot areas and widths, home siting, and **by-right cluster development to preserve resources, protect sensitive lands, and accommodate natural topography.**” [**emphasis added**]
 - b. **D-C:** The purpose of this district is to provide: “A planned mixture of **high density** and upper-floor residential and **commercial uses** in horizontal and vertical formats that are arranged to create walkable pedestrian environment. [**emphasis added**]

Exhibit A shows the planned development for NPA-1 is “Residential” which suggests that D-C zoning would be inappropriate if residential is the intended use. It has been explained by the developer that the D-C zoning would include an R-1 “overlay.” If the planned development is residential, there is no reason for an unnecessary overlay of R-1 on top of a D-C zoning designation. R-1 or Open Space would be the most practical zoning designation for this property and would be consistent with already established zoning precedent.

Further, NPA-1 and NPA-2 existing zoning is Open Space, Forestry, Agriculture and Recreational Zone District. Per Town’s Zoning Districts and use Standards, the purpose of this type of district is to provide for “Preservation of the US Forest Service Property; protection of the Fraser River and associated creeks and their wetland and riparian areas; provision of agricultural areas and uses; and expanding upon the recreational amenities and assets of Town.” Converting from the current land use to D-C is a dramatic and unnecessary zoning change. When residents of Idlewild purchased their property, they had a reasonable expectation that this zoning would remain in place. At a minimum, there was a reasonable expectation if an annexation occurred, reasonable zoning standards would be utilized.

- 2.) **Proposed Height Variances for 3 Buildings Surrounding Cooper Creek:** Granting a variance for the three 75-foot buildings around Cooper Creek Square do not meet the criteria of §7-8-1. Specifically, §7-8-1 C #6 states:

“The proposed variation ***will not impair an adequate supply of light and air to adjacent property or substantially increase the congestion in the public streets*** or increase the danger of fire or endanger the public safety or substantially diminish or impair property values within the neighbor.” *[emphasis added]*

Another important criterion in assessing a variance includes: ***The variance, if granted, will not alter the essential character of the locality.*** *[emphasis added]*

None of the above would justify a variance by the Town of Winter Park Board of Adjustments. Numerous precedence has been established on variance requests to increase height “would alter the essential character of the area and would be detrimental to the surrounding property.”

- 3.) **Wetlands Concerns and Lack of Open Space in Land Use Plan:** Parcel 1 contains ecological sensitive “non-jurisdictional” wetlands. There is no proposed Open Space in NPA-1 or NPA-2 that will protect these sensitive areas that are utilized by wildlife as a corridor / sanctuary. The developer may argue that the 5.5 acres of Open Space in PA-9 satisfy this requirement, however, the actual open space goes through NPA-1 is a fraction of the open space and is being offered as it is needed for a ski back. This space is inadequate for preserving space for wildlife and recommend that the Colorado Division of Wildlife (CDW) be consulted on their recommendation for the amount of land that should be preserved for wildlife. Hopefully Town will actually take their recommendation into consideration on this project, instead of disregarding their professional judgement as was done with the Lakota Pointe Development¹.
- 4.) **Plan Lacking Detail on Land Use Transition Zones (LTZs):** Per the Town of Winter Park’s Landscape Design Regulations and Guidelines, Guideline 2: Land Use Transition Zones states: “Through the use of LTZs, provide visually pleasing and functionally appropriate transitions from one land use to another using plant materials, berms, fences and/or walls.” The Cooper Creek Village & Cooper Creek Square Final Development Plan does not address LTZs which is even more important with a D-C zoning request that is adjacent to an existing R-1 zoned neighborhood. Exhibit C is inadequate for addressing compliance with LTZ.

It is rumored that Cornerstone Holdings LLC is holding informal discussions with Town to annex a portion of their Grand Parks development into Winter Park after well documented conflicts with the Town of Fraser have reached a boiling point. Is Winter Park becoming a haven for misbehaving developers and/or are these developers taking advantage of Winter Park’s perceived lax development guidelines, greenlighting multiple massive projects at the same time? It would be a shame if unfinished

¹ Town of Winter Park Planning Commission (Tuesday August 10, 2021, 8:00 am) Preliminary Plat - Lakota Pointe. Review Agency Comments (Colorado Parks and Wildlife: Jeromy Huntington) recommending: “...at least a 300’ buffer from Cub Creek be provided to limit disturbance to moose; that a nest survey be performed in each project area no later than two weeks prior to initiating construction; that precautions be taken to prevent human-bear interactions; etc.

Styrofoam-like buildings start dotting the Winter Park landscape because Town is unable to fulfil its fiduciary duty to its residence to ensure regulation and codes are followed due to the volume of development exceeding the staffing in place to monitor compliance.

Instead of simply dusting off and rubber stamping the Winter Park Master Plan annually², it is time for Town Council to pump the brakes on new development until a comprehensive revamp of the Master Plan has been performed and fiduciary duties have been fulfilled. Additionally, Town Council should consider retaining a competent, independent land use planner to take inventory of Winter Park's dwindling open space to prioritize the open space that should be protected from development for the enjoyment of town residents and visitors.

Town Council should also prioritize balancing the need to retain Winter Park's unique character while balancing thoughtful development.

EXHIBITS FROM COOPER CREEK VILLAGE FINAL DEVELOPMENT PLAN (SUBMITTED JULY 19, 2021).
(NOTE: EXHIBIT C WAS A SUPPLEMENT PROVIDED BY THE DEVELOPER)

² Town of Winter Park Planning and Zoning Commission Resolution No. 3 Series of 2021: The Town of Winter Park approved the Three-Mile Plan on August 10, 2021, with no changes recommended to Town Council for adoption (less than 3 paragraphs of minutes to reach the conclusion).

EXHIBIT A:

COOPER CREEK VILLAGE & COOPER CREEK SQUARE FINAL DEVELOPMENT PLAN

LOCATED IN THE TOWN OF WINTER PARK,
COUNTY OF GRAND, STATE OF COLORADO
LAND USE PLAN

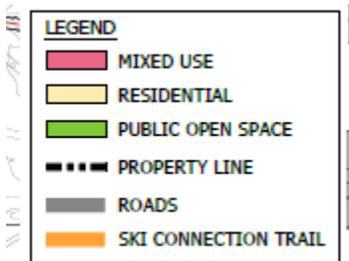
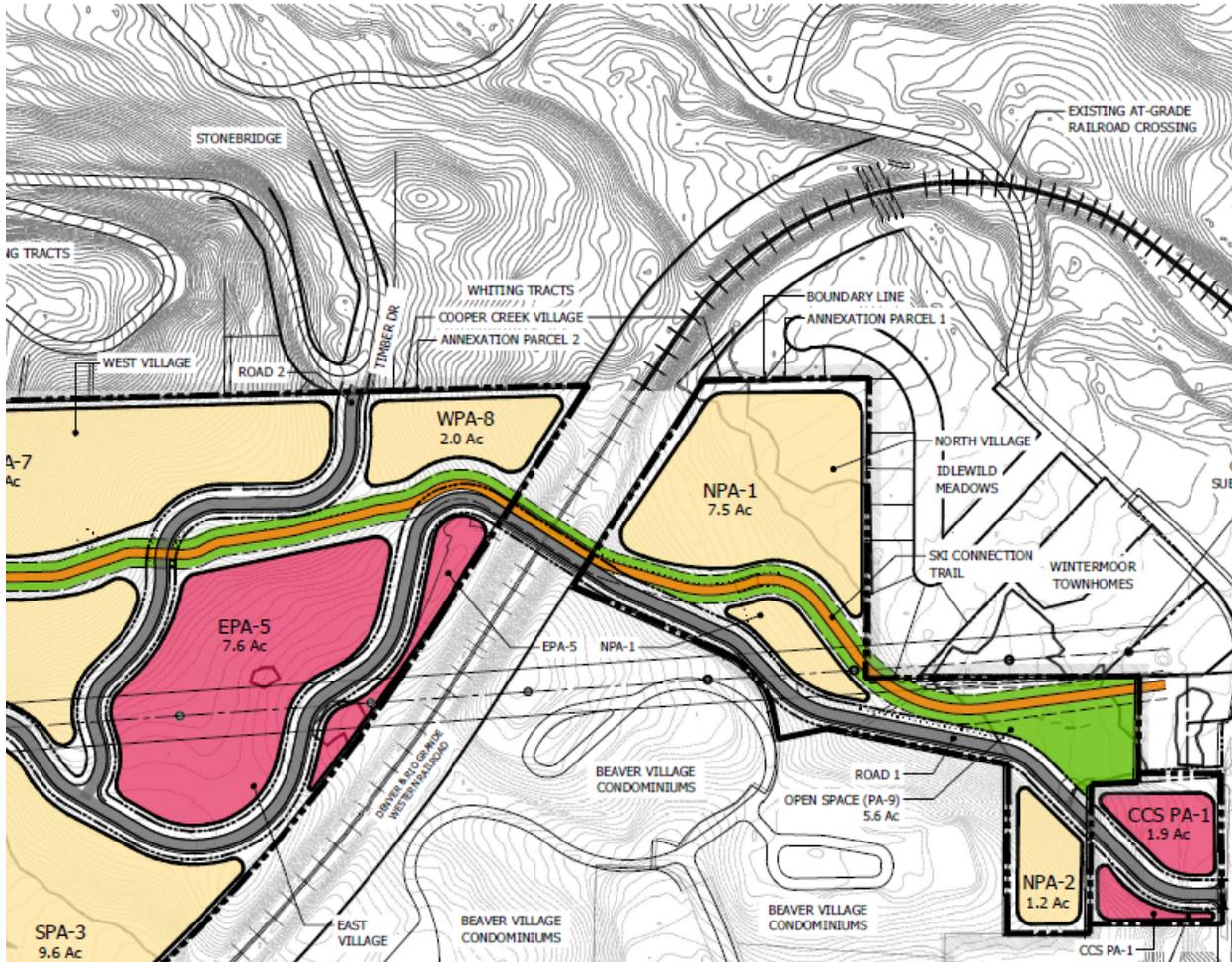


EXHIBIT B:

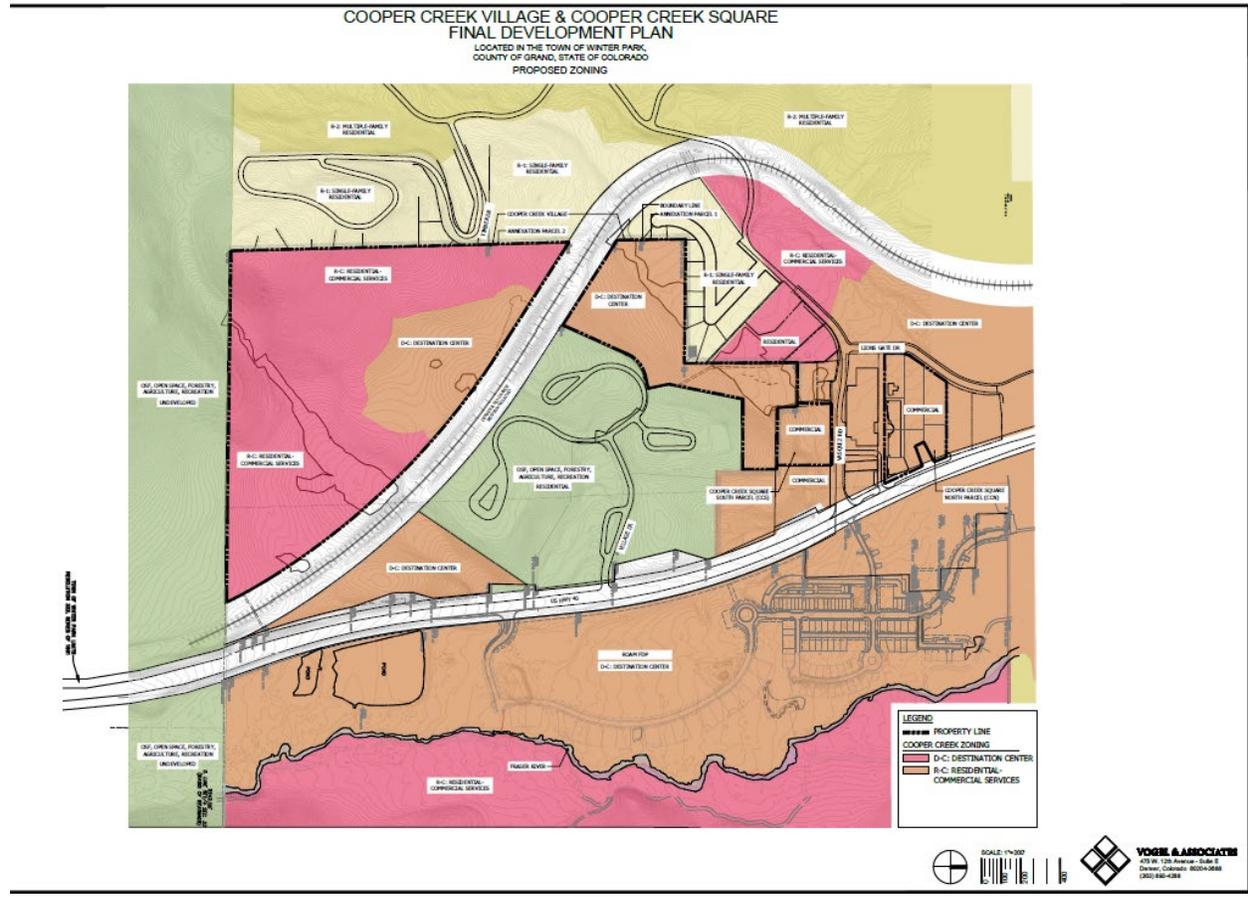


EXHIBIT C: LANDSCAPE BUFFER EXHIBIT (SUPPLEMENT)



COOPER CREEK VILLAGE SECTION
NORTH PLANNING AREA 1 - LANDSCAPE BUFFER

March 23, 2022

104 Idlewild Lane
Winter Park, CO 80482

Town of Winter Park
Planning Division
50 Vasquez Road
PO Box 3327
Winter Park, CO 80482

Dear Ladies and Gentleman,

I write you today to describe the charm and uniqueness of the neighborhood on Idlewild Lane and why it is so special to the residents. My parents bought our "cabin" in October, 1979. We are proud to be some of the longest home owners on the block. In fact, we are one of 7 who have owned their home for over 40 years. When my parents first bought our small one and a half room cabin, Idlewild Lane was a dirt road. The neighborhood was filled with both local families and second home owners. Many of the houses were owned by Kansans who found this wonderful little community by the Millers who owned Miller's Inn on Vasquez Road.

Back in the 1980's and 1990's things were so simple on Idlewild Lane, all the kids would play kick the can and have bon fires with S'mores . We would play in the creek that passes through the back of Idlewild Lane. We played in the meadow and up in the forest. Someone even built a fort that we played in and it has lasted for at least 20 years. We put pennies on the train track and waved at the engineer. I remember that every day we would hang out a 7Eleven and try to win a Slushie by floating a quarter into a shot glass inside a big pickle jar full of water. I am proud to say my brother and I would come home with several a day!

Throughout the last 42 years, there have been some changes in the neighborhood. We added on a second story to our cabin. Neighbors have come and gone. We have lost some very dear friends who were longtime residents. We have had the Winter Park Mayor, business owners, a city council member, police officers, a college president, lawyers all call Idlewild Lane "home". We have seen progress with a paved street, homes built on empty lots, additions or updates to existing homes and a few new neighbors along the way. The one constant is the very close knit community we have on Idlewild Lane.

Idlewild Lane has a total of 27 homes. 9 are year round owners. 17 are second home owners. 1 is a long term rental. 7 have owned their home for over 40 years with the longest at 53 years. The last time a house was sold was in 2021.

There are several reasons why we all have moved and stayed on Idlewild Lane. First is the sense of community. Since our primary residence is in Kansas, we do not get up as often as we would like. When

we do come up, the neighborhood welcomes us with open arms. We visit, have pot luck dinners, borrow each other's tools and get caught up on what we have missed. It is such a relief to know that the neighborhood is watching our home as well as others homes when we are not there.

Safety is also a very big factor for Idlewild Lane. Since Idlewild Lane has a single entrance the residents can see who comes in and out and can be aware if something looks suspicious. This street is very busy with walkers, bikers, skateboarders, snowmobiles, dogs, etc. and our residents are always on the lookout when turning in and driving slowly if they have to round the curve.

With the proposed plans in the meadow and around our neighborhood we are all afraid that Idlewild Lane will rapidly change. If the meadow is developed the potential for crime will increase. The quiet tranquil spot for us to enjoy wildlife will forever change. If an additional access point on Idlewild Lane is made, the traffic will increase and could become dangerous. This is not why we chose to live here.

Obviously, this is a very emotional appeal. In the last 42 years we have seen a lot of changes in Winter Park. Some have been successes and some are still sitting empty and unfinished. We want to be perfectly clear to the developer and to the City Council and Planning Committee, we do NOT agree to the rendering that was submitted on March 10. The 7 single family/multiple family houses begin directly behind our property with a very short buffer. This rendering does not even have the correct zoning attached to it. We do NOT agree to the walking paths and access to our neighborhood which is also drawn in this rendering. The entire neighborhood has expressed on multiple occasions that we do NOT want public access to and from our neighborhood. We are only asking to consider to not develop the 2.5 acres behind our neighborhood. We are not asking to stop development of the rest of his property. We urge you all to come and look at the meadow and see the "game trails" of the variety of wildlife that travels through. Come and see how wet the meadow is especially after all the snow melt. Come visualize the road and 30 foot homes they are proposing in the meadow. We understand that Winter Park wants to grow and expand but the development of the meadow should not be part of that plan. My question to you is this... Why is 2.5 acres such an important and integral part of the overall plan? We hope that you will thoughtfully and carefully consider our concerns on the impact of Idlewild Lane.



Sincerely,

Diane Haag
Ashley and Doug Cooper
Brandon and Kim Haag

March 23, 2022

Dear Town Council,

We are homeowners of 107 Idlewild Lane (our second home) and purchased our cabin in August 2011. We have loved being a part of the Winter Park community and specifically our historical street for over ten years. Many of the homes house full time residents and we have loved being part of this established neighborhood that was started in the 1960's.....it has been here for SIXTY years!

Our property does not back up to the Beavers meadow, but we are very much invested in keeping it a meadow for the sake of wildlife and our neighbors across the street. Our children (and our dog) have basically grown up in that meadow and the woods beyond. Forts, sledding, and homemade ski runs.

The fact that the woods will be developed is heartbreaking, but preserving the meadow is all we ask.

I understand that the owners of the property are in full development mode and while we are not opposed to progress including a ski run and future gondola and more development of Cooper Creek, what we ARE OPPOSED to is building SEVEN two story homes ("NORTH VILLAGE") in the meadow and basically in the backyard of houses on our street.

Imagine being a homeowner for decades (there are a few original owners) and now having large houses in your backyard and people inevitably walking through your property for a shortcut to Vasquez Road?? Inevitably several of these homes will be short term rentals....noise, cars, lights etc. LITERALLY in your backyard!

Over the ten years we've spent on Idlewild Lane, we have seen many moose, fox, and even a very large bear wander down our street. These animals always make their way to the meadow. The meadow I believe is just TWO ish acres of the FIFTY plus acres that will be developed.

Our street is unanimous against developing the meadow. PLEASE protect a small part of what has been in existence for decades. The rest of the development will produce MORE THAN ENOUGH revenue.

PLEASE consider the wishes of the longest residents and neighborhood of the TOWP.

Sincerely,

Wade and Kristen Haufschild
And Ava (16), Tyson (15) and Levi (12) and Elwood dog (age 10)

303-667-1412

wadeandkristen@yahoo.com



March 20, 2022

Dear Planning and Zoning Members, and Council Members,

I am a full time homeowner in Idlewild Meadows and would like to address some concerns regarding the proposed zoning and plan of the Cooper Creek Village annexation. The current proposal is asking for D-C zoning designation with the intent to construct a gondola, ski-back, bike trails, roads to access future development and a maintenance road to the ski area, effectively creating a new transportation corridor through a natural area in town and through the national forest. My concerns are as follows.

This proposal runs adjacent to one of the oldest neighborhoods in Winter Park, Idlewild Meadows. As such, we are exactly what the town's Imagine Winter Park describes as eclectic and worthy of protection. It runs through a wildlife corridor and serene habitat. It is a dark sky area within our city limits that the residents enjoy. If a gondola and the adjoining development occurs the change will be dramatic and irreversible.

A ski-back will need man-made snow and grooming. It will have snowmobile traffic from the resort. All of this will be noisy and stressful to wildlife. There are documented encounters with moose in ski areas. A ski-back is hardly a large enough area for moose and skiers. The gondola itself is not quiet either. As homeowners we have a reasonable expectation of quiet, something we currently do have.

Where will the extra snow melt go? The wetland that is part of the meadow is a fragile environment. It doesn't need significantly more or less water. We must realize that year round surface water does not a wetland make. The water that goes into this wetland flows underground directly to Vasquez Creek.

At night there will be lights from grooming equipment on the ski-back as well as from traffic from the new roads. In the current plan, lights from new roads will shine directly into existing homes. Road lighting will also be an issue in a dark sky area.

According to the Final Development Plan submitted, this same area turns into biking/hiking trails in the summer. Wildlife uses this area to make their way to the creek. We had a baby moose last year as well as bear, a mountain lion, marmots, marten, deer and fox. And those are just the larger animals. We should not be adding bikes, humans, and dogs in this area. All that is already quite close on the trails off the Vasquez corridor. The FDP actually suggests this can be mitigated by keeping dogs on a leash. Really? That is untenable. The meadow between our neighborhood and where these trails are proposed is a grazing area. Animals bed down here. There is nothing in the FDP to prevent hikers and bikers from entering the meadow. What is to prevent hikers and bikers from striking out onto existing wildlife trails and creating new human trails through the forest and through our properties? How much thought has really gone into the parts of this plan that will make it a development in keeping with this existing values of our small town community?

In the Three Mile Plan the town adopted, it specifically states, "If the property is annexed into the Town, it is anticipated that a large amount of the property, especially the steeper slopes to the south and the wetland complex's on both the north and south would remain undeveloped as open space for wildlife migration, wetland preservation, USFS buffer and trail corridors." The meadow is a documented wetland. When we purchased our property, this was plan was in effect. It affected our decision to purchase.

Imagine Winter Park also influenced us. The vision statement envisions a “community physically linked to a healthy and thriving natural and human environment.” Chapter 6 acknowledges that “The community should protect wildlife, habitat, corridors, and scenic vistas. When development occurs it should be sized, located, and designed to avoid or limit impacts to wildlife and the natural environment.”

Strategies outlined in Chapter 3 also address these issues. Specifically:

EN StratEgy 2.3: Protect the integrity of significant wildlife habitat and movement corridors.

EN StratEgy 3.3: Work to become a Dark Sky Community.

EN StratEgy 3.8: Update landscape design guidelines to clearly address conflicts with the natural environment and wildlife.

In summary, this is a big plan with a big impact on the environment and our neighborhood. It is a plan that has not yet addressed some major concerns and makes light of many of them. Yes, the landowner has a right to develop his land, but nothing this large and with this much impact is inherent in that right without taking the environment and wildlife, the rights of current homeowners and current city guidelines into account. This land was purchased with no specifically implied zoning change. I realize some development is bound to happen, but please mitigate the impact as much as possible with zoning that protects the environment, wildlife, neighborhood and quality of life in our town. Please require that any plan for the land includes protection of wetlands, landscape and elevation barriers and large 100 ft. buffers, addresses lighting and noise concerns, mitigates heavy human overuse, and provides real useable space for wildlife. Please protect the character of our neighborhood and our town.

Respectfully,
Cathy Ratschkowsky
153 Idlewild Lane
970-556-8109

March 22, 2022

Paul & Kristen Tourangeau
22 Idlewild Lane
40 Idlewild Lane
Winter Park, CO 80482

Town of Winter Park
Planning Division
50 Vasquez Road
PO Box 3327
Winter Park, CO 80482

Re: Homeowner Comments on Proposed Subject Planning/Zoning for Cooper Creek Villages Development, Winter Park, Colorado

Ladies and Gentlemen:

Wetland habitat is disappearing too rapidly in this country, and every town and city should endeavor to preserve those that remain. The Town of Winter Park would be wise to protect all wetland habitats that exist within town boundaries, in addition to the waters which flow into the Fraser River. Wetland habitats are an extremely valuable environmental resource for the animals, plants, and microorganisms which rely on them, and are noteworthy for their positive impact on the water that flows through them. Development is greatly impacting our western rivers, and we need to preserve them in their natural states, which include the wetlands that feed them, rather than alter them to suit development.

As homeowners adjacent to and near the proposed Cooper Creek Villages development project, we urge you to consider conditioning approval of the subject development to preserve the wetland habitat characteristics that have existed and presently exist in the area immediately to the south and east of Idlewild Lane.

Development is rampant in the West, and Grand County is no exception. Grand County has been slower to develop than other mountain counties, but significant growth is now at our doorstep. Now is the time to make decisions that will protect our community and our way of life into the future. We can put guardrails around development, but once development has consumed open space, that space is forever lost.

Idlewild Lane, in the town of Winter Park, has been largely unaltered since the late 1960's when my parents bought their tiny cabin at 40 Idlewild Lane from a Winter Park ski patrolman. In those days Beaver Village Condominiums had not been built, and as

kids we roamed through all that area to our hearts' content. The meadow, wetlands, and forest that are between Idlewild Lane and the Beaver Village property are beautiful and peaceful, and still provide a corridor for wildlife.

The neighborhood is almost an accidental example of current-day property development in which preservation of open space is a requirement. The difference is that the open space that currently exists on Idlewild Lane is *not* part of the Idlewild community. It is a portion of the proposed development you are considering.

If we could turn the clock back, perhaps it would have been best for the town of Hideaway Park to preserve all the wetlands that once existed from the Vasquez Creek flowing southeasterly toward the Fraser River. Back in those days no one thought about preservation - one only envisioned basic housing and commercial areas. There were small houses and little businesses along Highway 40. Ski Idlewild, Miller's Idlewild Inn, and Beaver's were the only "big" businesses in town.

At that time an affirmative plan or vision to preserve some of the important natural elements within the town limits did not exist, whereas today we do have a vision which is outlined in the Three Mile Area Plan. From page 5 of that plan under the section entitled, Water Availability:

Water availability is a concern with any annexation in the Town of Winter Park. The 2006 Town Plan considered the effects development could have on the Fraser River and its tributaries. The Town Plan stated that water available for municipal use should not impact the amount needed to support the Fraser River and as such any additional zoning entitlements should be planned that at full build-out of Winter Park, enough water will be available to keep healthy rivers and creeks in the Upper Fraser Valley. The 2019 Imagine Winter Park Town Plan reinforced this statement with a requirement that the Town maintain healthy stream flows for ecological, recreational, and scenic purposes.

Wetlands contribute a significant benefit to the health of water systems. Most of the homes on Idlewild Lane were built on these wetlands. By today's standards it would have been healthier for the Vasquez Creek/Fraser River system if development had been limited in this wetland area. However, the beneficial contributions of wetlands to our ecosystems were not well known at the time. Let us learn from the mistakes that other cities and towns have made by continuing to allow development with little regard for the preservation of open space. ***It is critical that we save what little open space we have left.*** That is the intention of the plans developed by the Town of Winter Park with its Three Mile Area Plan and the Imagine Winter Park Plan. Future residents and guests will thank those with the foresight to preserve open spaces within the heart of Winter Park.

Regarding the development of the gondola and the ski-back trail, the residents of Idlewild Lane have been assured that both projects are being undertaken to *reduce*

the amount of traffic in and around Winter Park. It is possible that there will be less parking needed at the ski area and fewer cars driving that direction, but we foresee that our street is at a real risk of becoming a parking lot for the gondola and our properties will become short cuts to the lift line. Additionally, the traffic on Vasquez Road will increase as people try to reach the base of the gondola or try to find parking nearby to access the gondola. Traffic will increase on Idlewild Lane, as well.

Development around the gondola line and the ski-back trail might lead to further parking and traffic problems in the subject development area and in Beaver Village, as residents, friends, and guests use parking areas in and around the proposed subject development area to access the gondola.

Snow removal and drainage are currently significant problems on Idlewild Lane. Additional development in the adjacent area will magnify the difficulties that we currently have by materially increasing the number of dwellings in a small area. The snow that normally would accumulate for the winter season in the meadow and the forest immediately south of Idlewild Lane will be plowed from a new road, driveways, and access areas around the dwellings. This snow will need to be plowed and removed – a process that will keep it from melting naturally into the waterways, and which will deplete the natural wetlands running along the bottom of the hill rising from the meadow and extending toward the Fraser River.

Please take the time to *carefully* consider each significant element associated with every project that impacts the Town of Winter Park. These considerations extend not only to number and type of units, architectural style, building construction, and tax revenue, but also to the effects of such development on the natural environment around us and within the town's boundaries. Most of us are here in Winter Park because we value the natural beauty at our doorstep.

Therefore, as homeowners adjacent to and near the Cooper Creek Villages development project, we urge you to consider conditioning approval of the subject development to preserve the wetland habitat characteristics that have existed and presently exist in the area immediately to the south and east of Idlewild Lane.

We also ask you to carefully consider the tremendous impact that the development of a gondola, a residential access road, and a ski back trail will have on parking and on snow removal and storage in our neighborhood and in the adjacent subject development, as well as its impact on Vasquez Road, a major artery for the Town of Winter Park.

s/Kristen and Paul Tourangeau

3/19/2022

Town of Winter Park Planning

Bob Bleck
161 Idlewild Lane

We bought in Winter Park and have build 153 and 161 on Idlewild Lane. We left development happy Fraser to get away from over development, packed condos, idling diesel buses and roving junior groups and into a poorly platted but quiet residential neighborhood (we both grew up in railroad towns and were/are not bothered by train noise).

Winter Park has precious little open space within its borders, a sought after item in most US towns and cities. We understand that Winter Park is surrounded by largely open space but seems determined to destroy/lose that commodity within its limits.

Idlewild Lane was mis-developed by prior administrations to include poorly measured surveys and crowded lots. If the Marshall fires teach us anything, future development should use that lesson wisely with community safety and appeal should be valued over tax generation opportunity.

We believe the existing wetland has been under appreciated. The deep tracks from beadle kill tree removal equipment a few years ago are still water filled even in the Fall. Water from the wetland migrates under Idlewild Lane homes to Vasquez Creek most noticeable in the Spring but with past dye application ,to some degree at least, well into late Summer. It required our plans for 161 to be raised 18 inches over desired level for a basement and required pretty extensive perimeter drainage and a sump pump installation. I wonder if the plans for development are adequate for removing spring runoff from migrating into Idlewild Lane neighborhood given loss of water absorbing surface and loss of vegetation.

Plans appear to seriously affect access to Idlewild lane and further uphill residences accessible via Vasquez Road. Other mountain towns with gondolas into town have created serious parking problems. With only fair and inconsstent snow removal in Idlewild Lane and very limited snow storage capacity, there are times we have little more than one lane access.. Coupled with little enforcement of current on street parking regulations we see our street at risk of parking violations and obstruction.

Adaquacy of fire fighting equipment?

As for a ten story structure, that is ~~totally~~ inconsistent with the character of Grand County, let alone an extreme killer of existing businesses.. Unless it has been changed, there are height limits on individual homes within Winter Park and existing condo projects seem to respect some standard the town and county enforces or expects. Will there also be a ten story parking garage to accommodate those who will drive to the gondola base? If not, they may be better off driving to the ski area. Any access to in town parking which would have to be vertical will be much more of a hassle than getting in and out of the Ski area.

Lastly, Without development of a lot more ski-able terrain, Winter Park Ski Area will be standing room only. Current high count weekend crowds are already making the ski experience unpleasant.

Bob Bleck

Bob Bleck 161 Idlewild Lane

Impact snow source?

Adaquacy of US 40?

March 20, 2022

To Whom it May Concern,

52 years ago, in 1970, Joni Mitchell released a song called "Big Yellow Taxi". Since then, it has been reproduced by dozens of artists. We bet that every time a new generation hears the lyrics they believe those lyrics are more relevant than ever before.

*They paved paradise and put up a parking lot
With a pink hotel, a boutique, and a swinging hot spot
Don't it always seem to go
That you don't know what you got 'til it's gone
They paved paradise and put up a parking lot*

Paving over paradise is exactly what we are watching happen, firsthand, on the Beaver's property that is now ROAM. It is a perfect example of how destructive a developer needs to be to install infrastructure and subsequently take their project vertical.

"Imagine Winter Park recommends a multitude of policies to take advantage of new and unique opportunities while staying true to the Town's roots to provide the best quality of life for Winter Park's residents, visitors, employees and businesses." This is verbatim from the Town's defining growth document. We are fully on board for smart balanced development that can be profitable to a developer while supporting this defining statement. We do not feel that building homes in the meadow and permanently altering a thriving wetland to access those homes supports the goals of Imagine Winter Park, the Three-Mile Area Plan, the Compact of Colorado Communities or the Middle Park Conservation District's Ultimate Landowner Guide.

From day-one, ALL of the homeowners in Idlewild Meadows have actively engaged with the developer and the Town to find a solution to preserve the nature & culture of the oldest residential neighborhood in Winter Park. We believe Idlewild Meadows is the epitome of an ***"eclectic and unstructured development"*** that has given Winter Park its ***"authentic look and feel"*** as stated in pages 2-10, Chapter Two, OUR TOWN TODAY, Imagine Winter Park.

When we say ALL of the 26 Idlewild Meadows homeowners, we are talking about 20 fulltime Winter Park locals who contribute to the vibrancy of our community. 20 fulltime locals working, volunteering, donating and supporting our local businesses 365 days a year. We **ARE** Winter Park.

Let's put into scale what exactly we are asking for. We are asking to have approximately 2.5 acres, out of 53 acres, preserved from development. This is less than ½ of 1% percent of the entire Cooper Creek Villages project. As shown in the story board from the first open house, the developer is planning for seven residences in the meadow. These would be seven, multi-million dollar second homes that would be occupied, on average, only 1/3 of the year.

Our request to preserve 2.5 acres of meadow and wetland is in complete alignment with the very first paragraph of Chapter Five, OUTDOOR RECREATION, in Imagine Winter Park. In all capital letters it *says “[MOUNTAIN LIFESTYLE] AN AUTHENTIC MOUNTAIN COMMUNITY WITH A CULTURE DEFINED BY AND FUNDAMENTALLY LINKED TO ITS SURROUNDING NATURAL, WILD ENVIRONMENT.”* Idlewild Meadows has the “*real town*” feel as mentioned in this section.

Jeopardizing the culture and nature of Idlewild Meadows by NOT protecting the meadow and wetland is a complete disregard of Chapter Three of Imagine Winter Park. Chapter Three, OUR CHARACTER AND OUR CULTURE, defines the growth goals of the Town of Winter Park.

Environmental Strategy 3.1 as found in Chapter Six of Imagine Winter Park, OUR HEALTHY AND THRIVING ENVIRONMENT states that the Town should try to “*Encourage density in appropriate locations and clustering of development to maximize open space.*” seven second homes built in a viable wildlife corridor and wetland (aka open space) is the complete opposite of this.

Chapter Four of Imagine Winter Park, OUR GLOBAL AND LOCAL CONNECTIVITY, has a wonderful goal of getting visitors to walk more than drive their personal vehicles. In order to get visitors to walk, it needs to be easy. Without access through our neighborhood, it would not be.

None of the Idlewild Meadows homeowners want any connectivity through our neighborhood. We have repeatedly expressed that to the developer and to the Town. It was shocking to see a new public access trail on the story board at the open house. Unwanted connectivity through our neighborhood will create non-stop foot traffic since it will be the most direct route to downtown.

Without connectivity through Idlewild Meadows the occupants of those seven homes will have to walk up to the main road accessing Cooper Creek Village. They would then need to continue down and around into Town. We can tell you right now that people will not want to do that walk. They will just cut across our yards like they already do. We have also repeatedly expressed our concerns about trespassing since it is already a problem. Fences are obviously not a solution since that further impairs wildlife migration.

As a side note to the connectivity issue, the seven properties will be accessed by a private drive. It will not be a Town maintained road. There is no convenient access to public transportation without walking up to the main road servicing Cooper Creek Villages.

Additionally, nothing in this letter explores snow storage that could negatively affect homes along the meadow. We already struggle to manage the spring runoff.

What it comes down to is putting the intangible concepts of a happy, healthy “locals” neighborhood, the environmental protection of an active wildlife corridor and a viable wetland up against the financial gain of a developer and the Town of WP. All to build seven second homes occupied, on average, 1/3 of a year. These “intangibles” are what makes us love where

we live and want to go home to 365 days a year. I would venture to say that all of you feel the same way about where you live. Nor would you like having strangers pop into your backyard, as they do in Idlewild Meadows, while you are enjoying private time with your family.

Our entire neighborhood is taking a lot of time from our lives and spending our own hard-earned money to defend and preserve 2.5 acres. If the meadow is developed it will forever negatively impact the culture and nature of our neighborhood, not to mention the wildlife that thrive there. Our homes and neighborhood are a refuge when the Town grows to 20,000 tourists.

We are not sure if the Town knows that our neighborhood has done the ground work to purchase the meadow and wetlands with the intention of placing it in a permanent conservation easement with Colorado Headwaters Land Trust. We met with the developer to present this idea and we asked for a price that would be acceptable. When asked about that at the open house the developer's response was that he "isn't there yet". We find that answer mind boggling since this seems to be an obvious solution and win-win for everyone. Engaging Colorado Headwater Land Trust to permanently preserve the meadow and wetlands supports Environmental Strategy 2.4 of Imagine Winter Park which calls for ***"Fostering alliances and partnerships with organizations that are working toward a healthy and thriving environment."***

The developer actually told us that "we should have expected that land to be developed". Based on Winter Park's Three Mile Area Plan it is understandable why we would think just the opposite. The Three Mile Area Plan specifically states ***"If the property is annexed into the Town, it is anticipated that a large amount of the property, especially the steeper slopes to the south and the wetland complex's on both the north and south would remain undeveloped as open space for wildlife migration, wetland preservation, USFS buffer and trail corridors."*** The annexing considerations further goes onto to say ***"If it were to be annexed into the Town, appropriate zoning for this parcel would be Planned Development to allow for a flexible design that includes a mix of residential and open space. The northern parcel should be considered for mixed use zoning due to its proximity to the downtown while the southern parcel should remain primarily residential due to its surrounding uses."*** This is completely opposite of the developer's requested DC zoning. The Idlewild Meadows neighborhood is only opposed to DC zoning along Idlewild Meadows lots lines not the entire 11 acres of the north parcel.

The general public may not be aware that Winter Park is one of at least 28 cities and towns that have signed onto the Compact of Colorado Communities. As mentioned in item 4.5 of Imagine Winter Park the Town has acknowledged that climate change needs to be addressed and that the Town of Winter Park will proactively work to advance climate action planning in town governments and communities. Climate impacts like reduced snowpack, earlier snowmelt runoff and more frequent droughts, threaten our community and livelihoods.

In support of the Compact of Colorado Communities goal, Middle Park Conservation District's 2022 Ultimate Landowner Guide states, in all caps and bold letters ***THE WORST THING YOU COULD DO IS TURN A NATURAL LANDSCAPE INTO A PARKING LOT, HIGH RISE, OR SHOPPING CENTER.***

We want you to know we are not trying to halt the entire 53-acre project. Overall, Cooper Creek Villages has the potential to be a well thought out and successful addition to the Town of Winter Park. Besides the obvious protection a wildlife corridor and wetlands we are asking the developer and the Town to protect a long-standing, happy, healthy "locals" neighborhood. The alternative is alienating friendly longtime locals and turning them into a group of vocal bitter locals who resent tourists & future developments. All for a measly seven second-homes. Failing to protect Idlewild Meadows, is a complete contradiction to all of the Town's guiding development documents.

We find it surprising that preserving 2.5 acres (out of 53) has turned into such a big "ask". We cannot believe that preserving these 2.5 acres is a huge financial detriment to the developer especially when Idlewild Meadows has gone so far as to offer to purchase the meadow and wetland. The developers themselves could partner with Colorado Headwaters Land Trust. They could reap the associated tax benefits and create a partnership with locals. Locals who would support the project instead of fighting it at every turn.

In conclusion, we bring this back around to Joni Mitchell, please don't pave over paradise.

Thank you for taking the time to read this entire letter. We really appreciate it.

Sincerely,

Kelly Haverhals & Shanna Lalley (76 Idlewild Lane)
970-281-9691 / 303-210-5241
khaverhals@gmail.com / shanna@rewinterpark.com

Kyle Roderick & Jill Swent (50 Idlewild Lane)
303-466-5953 / 720-219-8643
kyleroederick01@msn.com / jaswent@yahoo.com

From: [George Sharpe](#)
To: [Keith Riesberg](#); [Alisha Janes](#); [Dani Jardee](#); [James Shockey](#); [Hugh Bell](#); [Irene Kilburn](#); [Tom Hawkinson](#); [Nick Kutrumbos](#); [M Periolat](#); [Mike](#); [Art Ferrari](#); [Jeremy Henn](#); [Jennifer Hughes](#); [Rebecca Kaufman](#)
Subject: Concerns regarding Cooper Creek development
Date: Tuesday, March 22, 2022 9:06:21 AM

To Winter Park Planning and Zoning, Winter Park Town Council, Town of Winter Park Staff;

I am writing today with regard, specifically, to the Cooper Creek Village Development and, in general, regarding the need to enforce responsible development in the town of Winter Park. Development in Winter Park has reached fever pitch with residents and long-time visitors asking the same question; "when will it end"?

I have been a full-time resident of Winter Park since 1997. Far less time than some of my neighbors and their families on Idlewild Lane, I might note. In the past 23 years, I've seen Winter Park transform from a friendly ski mountain and town, where locals and tourists could enjoy skiing, the resort, the town and everything that the surrounding area had to offer, to what feels like a target for greedy developers who destroy the land, without limits, for their own benefit and profit and a ski resort that has become much too crowded, tainting the experience not only for the locals but for visitors as well. Town of Winter Park and the Ski Area saw a massive influx of cars and people the weekends of January 7-9 & January 14-17. Travel times were reported as being 40+ minutes between town and the Mary Jane entrance & 2.5 hours to Empire.

With regard to current large developments in the valley, take a look at Grand Park. What used to be a beautiful meadow that moose frequented and a small area of development on the Fraser side is now littered with hideous unfinished retail buildings and more and more cookie-cutter structures being put up every day. I read in the paper that, at a recent Fraser town meeting, Trustee Quinn (also Planning Commissioner Quinn) commented, based on his survey efforts across town "You know I asked how many people really cared about the meadow, maybe 2 out of 20 even knew what meadow I was talking about, much less cared." I find this truly frightening.

Roam is building, building, building, building. Their website states "The energy-efficient designs are mindful of their surroundings and add to Winter Park's charm. Vertical designs mirror our peaks." Developing in another beautiful meadow and putting up vertical units that block the view of the peaks hardly adds to Winter Park's charm. Yet another development by the wealthy for the wealthy, new homes starting at \$630,000, with the concerns voiced by locals seemingly ignored.

Arrow is planned for 59 units - 15ft wide units on a piece of land that formerly only housed The Shed restaurant. \$600,000 +. Views from the established homes on Lionsgate completely blocked and no reasonable options for the average local.

My wife and I purchased a townhome in Rendezvous when we were married in 2005. At first, we enjoyed clear views of woods and open space from the back of our home. Then building began in the meadow behind us and the view became construction equipment and trees being ripped down. Now Rendezvous continues to spread - what seems like hundreds of units near the entrance to the development (even digging around a shrine, of sorts) and now the former Ski Idlewild hill being cleared for more.

Most of you have lived here for many years. The mayor is part of a family that built their business here in 1976. This is your home too. I implore you to do what you can to save our town and not let it become any further the victim of greedy developers. I'm certain that none of you want to be thought of as the "administration" that allowed Winter Park to become over-developed.

In conclusion, my question to the town is, when is enough, enough? Do we really need another mega development? It's already impossible to enjoy downtown and ski on weekends. Adding more 2nd homes and more bodies to the equation will only exacerbate the overcrowding issue and create negative experiences for locals and visitors. This could truly lead to decreased visitation and will force locals to move away from town, putting further pressure on our already limited workforce

and, therefore, affecting the overall bottom line of local businesses.

Thank you,

George Sharpe

190 Idlewild Ln

To the Winter Park Town Council and Winter Park Planning and Zoning Committee:

As a full-time resident and long-time homeowner on Idlewild Lane, I am writing regarding the proposed annexation of land behind the Idlewild Meadows neighborhood.

While I expect the annexation will be approved, I wish to address the zoning, particularly the small section of NPA-1 which discussions have informally been referring to as “the meadow.”

The area directly behind Idlewild Meadows homes is rich with wildlife. Not only is this area teeming with birds, squirrels, foxes, and other small animals, moose are regularly seen throughout this area. Further, pine martens have been seen here and in the Idlewild Meadows neighborhood on numerous occasions, and even evidence of mountain lions.

It is impractical to expect no development to happen. However, we need only look across Highway 40 to the Roam development to see how upsetting wildlands affects the movement of the most native of all residents of our town: the wildlife.

Zoning of any sort other than OSF would put an undue burden on the movement of wildlife through this area. At the Johnsons’ open house at the town hall, the image of their proposed use of that area indicated six single-family homes. A mere handful of homes that would require their own road and its maintenance, while upsetting the well-known wildlife corridor that currently exists in that area.

By keeping this small portion of land zoned OSF, it would allow residents both established (Idlewild Meadows) and new (Cooper Creek Village) the opportunity to glimpse the pristine meadow and its wetland area as well as its current most important residents, the wildlife. It is a small percentage of the buildable land this annexation is proposing, and the impacts of keeping it undeveloped would be monumental.

As we all saw in a recent Sky-Hi News article, the importance of giving moose their space cannot be overstated. Moose have been in the meadow for longer than any of us have been here. With their ever-decreasing habitat in the Winter Park area of the county, leaving this small piece of land undeveloped would not only benefit the animals, it would also contribute to decreased risk of dangerous, close-proximity human-moose encounters.

You can find the article here: https://www.skyhinews.com/news/cpw-to-everyone-leave-moose-alone-with-video/?utm_source=second-street&utm_medium=email&utm_campaign=grand-update .

Further, as per CPW’s January 2022 Taps Talk, the area in question is considered part of what they refer to as “moose concentration area” and “moose winter range.”

Given that this is already identified by CPW, it seems prudent to have CPW weigh in with their educated assessment of what potential impacts would be caused by zoning the meadow anything other than OSF.

Yes, our goal as the community of Idlewild Meadows is to minimize the impact to the humans in our neighborhood. But part of what we hold dear is the presence of native wildlife species, and we wish to minimize further damage to their habitat that development causes.

We strongly feel it is imperative to zone this small bit of the proposed annexation as OSF, maintain wider buffer zones between the existing neighborhood and the proposed new construction, and to respect the wildlife that is at the center of what makes our mountain community a beautiful and desirable place to live. Rather than naming a street after what the building of that street destroyed—Moose Court?—instead make this small zoning concession in order to retain a piece of habitat for those moose.

Thank you for your time,

Jenn Posterick and Chris Morris
10 Idlewild Lane

From: [Killian - CDOT, Brian](#)
To: [James Shockey](#)
Cc: [Kandis Aggen - CDOT](#)
Subject: Re: Agency Review Comment Request: Cooper Creek Village and Cooper Creek Square, Town of Winter Park
Date: Tuesday, May 17, 2022 1:35:43 PM

James,

Thanks for the referral. CDOT coordinated with the developer months ago on the traffic study methodology, but nothing has been formally submitted to CDOT. The developer will need to submit a traffic study and access permit applications for all intersections to the highway that increase traffic by 20% or more or if they create safety and operational issues. Per the traffic study page 22:

"As a result of anticipated background traffic growth, intersection improvements are required at all intersections along US 40."

The Town will need to be the permittee for all Town Streets or delegate authority to the developer to be the permittee on behalf of the Town.

Please let me know if you have any questions.

Thanks,

Brian Killian
Region 3 Access Program Manager
Traffic & Safety



P 970-683-6284 | C 970-210-1101 | F 970-683-6290
222 S. 6th St, Room 100 Grand Junction, CO 81501
brian.killian@state.co.us | www.codot.gov | www.cotrip.org

On Mon, May 16, 2022 at 3:20 PM James Shockey <jshockey@wpgov.com> wrote:

Hello Review Agencies and Utility Providers:

Charlie Johnson, representing JAC Colorado II, LLC, has submitted a Final Development Plan (FDP) in conjunction with an Annexation Agreement and Vested Property Rights Agreement to the Town of Winter Park for Cooper Creek Village (CCV) and Cooper Creek Square (CCS). CCV consists of two vacant parcels of unincorporated land in Grand County totaling approximately 53 acres proposed to be annexed into the Town. The parcels are located south of Town Hall and are bordered to the north by Idlewild Subdivision, to the east by Beaver Village Condominiums, to the south by USFS land, and to the west by Hideaway Village South. The Union Pacific Railroad divides the two parcels. CCS consists of 5.8 acres of land located in Town limits and

includes Cooper Creek Square, Paellas Restaurant, Allegiant Management, and associated gravel parking lots.

Please review the application materials [here](#) and provide comments no later than **5pm on Tuesday, June 21, 2022**. The comments will be made part of the public record of the Town of Winter Park. Hearings for the Planning Commission and Town Council will be scheduled once major comments from the Town have been addressed.

Thank you for your assistance in reviewing this development. Please respond with questions and your comments to:

- James Shockey, Community Development Director
- jshockey@wpgov.com
- 970.726.8081 ext. 206

Thanks,

James Shockey, AICP

Director | Community Development



COLORADO GEOLOGICAL SURVEY

1801 Moly Road
Golden, Colorado 80401



Karen Berry
State Geologist

June 21, 2022

James Shockey
Winter Park Community Development
P.O. Box 3327
50 Vasquez Rd.
Winter Park, CO 80482

Location:
SW¹/₄ Section 33,
T1S, R75W of the 6th P.M.
39.9128, -105.7872

Subject: Cooper Creek Village and Cooper Creek Square
Town of Winter Park, Grand County, CO; CGS Unique No. GR-22-0007

Dear Mr. Shockey:

Colorado Geological Survey has reviewed the Cooper Creek Village and Cooper Creek Square Final Development Plan (FDP) referral. The FDP includes:

- Cooper Creek Village consists of two vacant parcels of unincorporated land in Grand County, totaling approximately 53 acres to be annexed into the town and will include commercial, hospitality, recreation, and up to 650 residential units.
- Cooper Creek Square consists of 5.8 acres of land located in Town limits and will include up to 225 residential units.

With this referral, CGS received a request for review (Email dated May 16, 2022); Final Development Plan (Vogel & Associates, April 29, 2022); Phase I Geotechnical Engineering Report (Olsson, Inc., October 15, 2020); and other documents. I visited the site on June 3, 2022. I did not observe any conditions that would preclude the proposed development. Olsson's geotechnical assessment for Phase I is good; **provided all Olsson's recommendations are adhered to, CGS has no objection to the final development plan.** CGS offers the following comments and recommendations.

Drainage tributary and flooding. Per the FDP (page A-102), a drainage tributary traverses southwest to northeast across the property, and existing wetlands have been mapped within the drainage. This drainage is indicated on sheet C-3 of the FDP as jurisdictional wetlands. The proposed zoning map (sheets C-5 and C-6) of the FDP shows the proposed use for this area as residential. **CGS recommends that development in areas associated with this drainage be avoided and preserved as open space.**

Site geology and slope stability concerns. According to available geologic mapping (Shroba et al., 2010, Geologic map of the Fraser 7.5-minute quadrangle, Grand County, Colorado: U.S. Geological Survey, Scientific Investigations Map SIM-3130, scale 1:24,000), the site is underlain by Till of Bull Lake age, Till of Pinedale age, stream terrace alluvium, and biotite gneiss. This is consistent with Olsson's geology descriptions on page 7 of their report. Olsson also describes the site as containing "some steeper hillsides" but states that "obvious signs of slope instability and landslides were not observed." Although the slopes appear to be stable under current conditions (and are not mapped as unstable or containing landslide deposits), currently stable slopes can be destabilized if modifications are made to existing conditions through the excavation of cuts, the addition of fills, removal of vegetative cover, and changes to drainage patterns, infiltration rates, and soil water content. CGS agrees with Olsson (page 9) that "grading for development can change the stability of rock and soil masses and need to be considered for the final grading plans for

the site.” **Olsson should review the grading plans to verify that their recommendations have been correctly incorporated into the project design for all roadways, structures, retaining walls, etc.**

The southwest portion of Cooper Creek Village contains slopes of 30 percent or greater. Per page B-6 of the FDP, “Development will be limited on steep slopes that exceed 30%. At the time of platting, the applicant will demonstrate that areas with steep slopes have been avoided to the greatest extent practicable.” **CGS recommends that development on slopes greater than 30 percent or greater be avoided and preserved as open space.** If roadways, trails, and utilities are deemed acceptable on these steeper slopes, a qualified engineer should evaluate the slopes with the proposed conditions.

Olsson makes appropriate recommendations regarding retaining walls, retaining wall foundation soils, structural fill placement behind and beneath retaining walls, and behind-wall drainage. These recommendations must be strictly adhered to throughout the design and construction of the proposed retaining walls.

Undocumented fill materials. Undocumented fill was encountered in Olsson’s borings drilled for the proposed hotel site. All undocumented fill material encountered during site grading and within utility trenches and retaining wall and building foundation excavations will need to be removed and replaced with properly moisture-conditioned and compacted, clean structural fill (free of debris). All materials associated with the proposed hotel site (asphalt parking lot, gravel parking, foundations, utilities, etc.) must be completely demolished, removed, and disposed of offsite, *not* graded into the existing fill.

Shallow groundwater. Groundwater was encountered as shallow as 11 feet below the ground surface. CGS agrees with Olsson (page 24) that “groundwater may have an impact on deep planned excavations and/or, if necessary, drilled shaft construction.” The test borings do not appear to have been monitored/observed following drilling operations. Also, it is unknown if basements or other below-grade spaces are proposed. If below-grade levels are planned, CGS recommends that the town require groundwater monitoring/observation to verify that proposed floor levels are at least three feet, preferably five feet above maximum anticipated groundwater levels, and maintained year-round. The piezometers should be monitored weekly during and shortly after the snowmelt period and immediately after any storms. CGS agrees with Olsson (page 30) that “the residential structures, the hotel, and the commercial buildings should all be protected with an underdrain system” and on page 38 that “to protect below grade foundation walls from increased hydrostatic pressures that may develop from snow melt, we recommend that foundations be protected with an underdrain system.”

Thank you for the opportunity to review and comment on this project. If you have questions or require further review, please call me at 303-384-2632 or email acrandall@mines.edu.

Sincerely,



Amy Crandall, P.E.
Engineering Geologist

EAST GRAND FIRE PROTECTION DISTRICT NO. 4

P.O. Box 2967 • Winter Park, Colorado 80482
(970) 726-5824 • www.eastgrandfire.com

Mr. James Shockey,

June 15, 2022

Thank you for the opportunity to comment on *Cooper Creek Village & Cooper Creek Square Final Development Plan*. We have included (attached) a copy of East Grand Fire Districts 2022 “Development Review Criteria” (recently revised after the adoption of 2021 IFC on January 26th of 2022) for the Town and Developer to reference (It appears that in the documentation submitted that a (very) old version of East Grand Fire Districts “Development Review Criteria” was used for the plan submitted, and that the current criteria will be applied to this review.

Upon initial review, access points into the *Cooper Creek Village* complex off Vasquez Road and Timber Drive appear to meet requirements defined in 2021 IFC Appendix D, provided it continues to meet and follow Intercity Bus (BUS-45) requirements and all access points remain open and unobstructed during all phases of construction.

Width of the roads shown inside the complex is 24ft with shoulders. Appendix D of the 2021 IFC section 103.1 requires all access roads with a hydrant be a minimum width of 26ft (exclusive of shoulders). Section D105.1, D105.2 of IFC require approved *aerial fire apparatus access roads* for buildings exceeding 30ft in height measured from the grade plane to the highest roof surface, (which are to be expected throughout the development). *Aerial fire apparatus access roads* are to be a minimum of 26ft wide (exclusive of shoulders). EGFDF also requires 4ft shoulders each side of roadway or street. In this area shoulders may be sidewalks, capable of supporting 84,000 lbs. fire apparatus. “No street parking” signage throughout will be required as currently drawn but can be amended as further road details are submitted in later application submissions.

Turn radius described in the *TKE Collector and Local Roadway Standards* appear to meet requirements but should be verified on future application subdivision submissions by a civil engineer confirming that EGFDF aerial apparatus can navigate all roadways. Please find attached “Turning Performance Analysis” for EGFDF’s current aerial apparatus for engineers and developers to reference. It should also be noted that EGFDF requires emergency turn-a-rounds at a min of every 750ft (TKE shows 1000ft) these can be oversized driveways, intersections, or specially constructed areas (for future planning purposes).

Slopes of proposed roads are at or exceed 7% in a few areas, special consideration should be given to these areas regarding turns, intersections, and limitations of emergency vehicle maneuverability.

Fire suppression water supply should be adequate in this area regarding flows and pressures but will need field verified by an engineer once utilities have been installed. Fire hydrant placement is not included in this submission and will be reviewed on future application submissions. Building/ structure uses, sizes, construction, etc. will dictate the requirements of alarm and fire suppression systems.

Special attention should be given to Cooper Creek Village and Cooper Creek Square development for the risk of wildfire (and proactive steps to mitigate it). This is due to several factors including (but not limited to): steep slopes, heavily wooded locations, adjacent and uphill of railroad tracks, and limited ingress/egress. Attention to utility locations, wildfire hazard mitigation, access, and municipal water supply is necessary for the protection of lives and property.

Thank You,



Dennis K. Soles
Fire Marshal
East Grand Fire Protection District

EAST GRAND FIRE PROTECTION DISTRICT NO. 4

P.O. Box 2967 • Winter Park, Colorado 80482
(970) 726-5824 • www.eastgrandfire.com

EAST GRAND FIRE PROTECTION DISTRICT DEVELOPMENT REVIEW CRITERIA

Standards and Codes to be used: NFPA, IFC, IBC, IRC, AASHTO, Mountain Parks Electric, and Public Service (Xcel), East Grand Fire Protection District- SOG.

International Fire Code (IFC): 2021
International Building Code (IBC): 2015
International Residential Code (IRC): 2015
NFPA Standards: 13, 24, 25, 101, 299, 1142 (and others-most current)

ACCESS: In addition to: IFC Appendix D, NFPA Standard 299- Protection of Life and Property from Wildfire and the road standards of Fraser, Town of Winter Park, or Grand County.

ROADWAYS: Roads and Driveways shall be constructed and in place before building construction begins. A minimum width 24 ft. road shall be required where either of the following conditions below are not met:

- Access roads with hydrants shall be a minimum width of 26ft. (IFC D103.1).
- Aerial fire apparatus access roads with minimum widths of 26ft. shall be required “where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet” (IFC D105.2).

Roads shall have a hard-all-weather surface sufficient to support 84,000 lbs. fire apparatus. Shoulders to be a minimum width of 4 ft. on each side. Vertical clearance to be a minimum of 18 ft. Maximum grade to be 7 %. Minimum curve radiuses to be 50 ft. measured at centerline or follow the AASHTO geometric designs for highways and streets manual, for Intercity Bus (BUS-45). At 750 ft. intervals Emergency turnarounds for fire apparatus are needed on all roads. (These can be oversized driveways, intersections, or specially constructed areas). No parking is to be allowed along 24/26-foot roadways. “No Parking” signage will be required along both sides of road with required signs provided by the developer. If parking is to be allowed, 9ft. needs to be added to width of road on either or both sides of roadway in addition to signage. Cul-de-Sacs are to be avoided. If unavoidable the maximum length of cul-de-Sac shall be no more than 500 feet. A turnaround at end of Cul-de-Sac, with the continuation of 24/26 ft. road width, shall have 104 ft. minimum outside diameter. Cul-de-Sacs, turnarounds, and shoulders shall not be used for snow storage if it reduces access in any way. To avoid building construction delays special attention should be given to IFC Chapters 33 and 5. Sections 1410, 1412, 501, 503, 505, and 508.

GATES: Gates are to be avoided, but, if necessary, shall be considered on a case-by-case basis. If allowed, the design would need to be approved prior to construction. Gate should consist of a counterweight type barrier that swings completely free of the access when released. A “Click2Enter” or “KNOX” key switch, or another approved device, shall operate the gate electronically.

DRIVEWAYS and ACCESSES: Three homes (dwelling units) or more require a road, not a driveway. The minimum driveway width should be 14 ft. with two 1 ft shoulders, a maximum grade of 7%, an approach or departure angle not more than 8%, and vertical clearance of at least 14ft. If the access or drive extends more than 150 ft. from a roadway there shall be a turnaround adequate for our trucks.

BRIDGES: Require a letter from an engineer with his or her stamp certifying that the bridge meets the requirements of the International Fire Code Section 503.2.6 which requires the bridge to be constructed and maintained in accordance with AASHTO HB 17 “Standard Specification for Highway Bridges.” Appendix D Section D102 (as amended by EGFD) suggests the bridge be capable of carrying the load of 84,000 lbs. Any crossings shall be constructed to the same standards as the traveled way on either side.

WATER SUPPLY:

MUNICIPAL: Reference Appendix B of International Fire Code. Water supplies needed for firefighting would range between 3500 gallons per minute fire flow for three hours (minimum 630,000 gallons of fire protection storage), to a minimum 2500 gallons per minute for two hours (minimum 300,000 gallons of fire protection storage). A minimum water supply of 1500 gallons per minute fire flow for two hours (minimum 180,000 gallons of fire protection storage), will be considered in buildings protected by fire suppression sprinkler systems.

Documentation would be needed that adequate flows will be available from the water system at a residual pressure no less than 20 psi. By installing fire sprinkler systems in all structures any large life or property losses would be avoided and would make the best use of the available water supplies.

Fire hydrants are to be located at least every 500 ft. or as agreed to by the Fire District. Fire hydrant locations and distribution shall be in accordance with Appendix C of the International Fire Code.

For planning purposes, the following may be used. Fire hydrants must meet the requirements of the local water purveyor / water authority or be Mueller Super Centurion 250A-423 or equivalent hydrant having at least one 4 ½ inch NST opening facing the Road. Hydrants are to be installed to the local water authority's requirement. Fire Hydrant installation outside of a Water Authority's jurisdiction shall be required to be acceptable to East Grand Fire District.

The approach to the hydrant is to be a level-walking surface free of obstructions or depressions, at least five feet wide from the center of the hydrant in all directions including the backside. Existing Fire Hydrants can be credited for a new development if the hydrant has at least one 4.5-inch opening, a 6-inch barrel, is in good repair, is appropriately located, has adequate access, has adequate flows, and is not an antiquated Hydrant. If any one of these conditions is not met it will need to be replaced. International Fire Code tables B105.1 and C105.1 provide further guidance on flows and fire hydrant distribution.

RURAL: The acceptable calculated amount of water storage necessary for structural fire extinguishment or at least 30,000 gallons of fire protection water storage which is the minimal creditable amount acceptable to Insurance Services Office.

UTILITIES: Careful consideration should be given to the location of all utilities to avoid interference with fire department operations. Meters, transformers, and gas piping all need to be carefully located to avoid damage from ice, snow, and vehicles. All utility meters shut offs or other equipment that would be attached to the exterior of a building shall be protected from falling ice and snow. Shutoffs need to be readily available.

WILDFIRE: There is Wildfire potential for this project. Normal precautions of maintaining defensible space around buildings, irrigated grass, mowing, minimizing any flammable vegetation, and storing combustibles / flammables away from the buildings would help. Making the exterior walls and roofs non-combustible would certainly minimize the risk. Consulting with I.C.C. Wildland Urban Interface Code is encouraged.

Dennis K. Soles
Fire Marshal
East Grand Fire Protection District

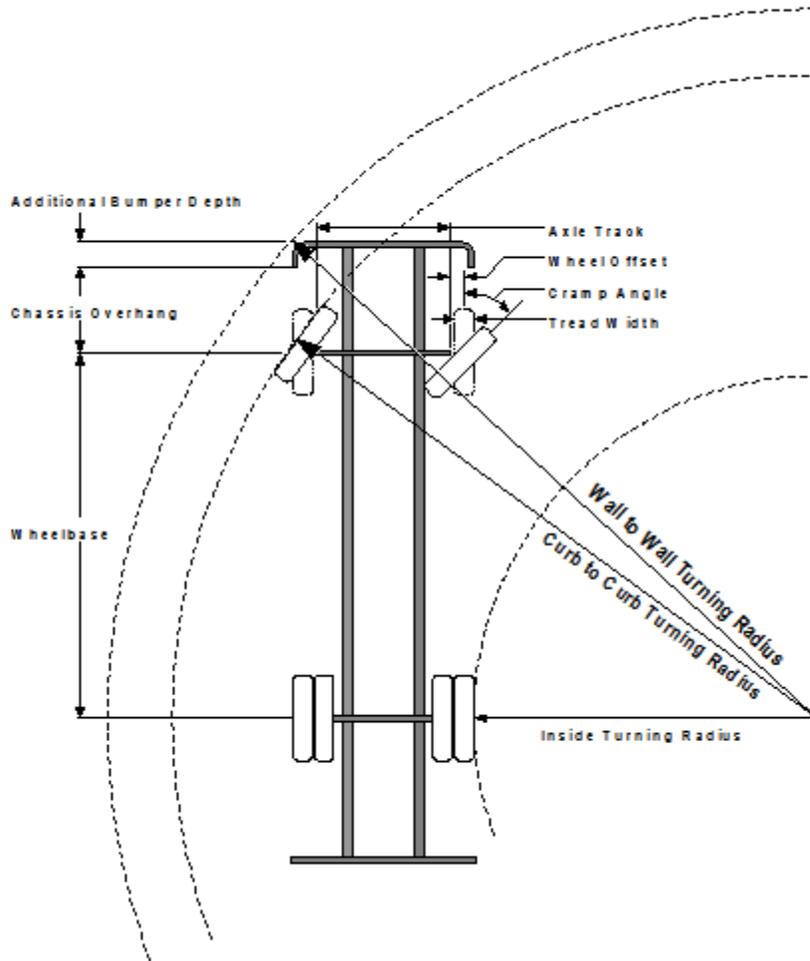


Turning Performance Analysis

4/3/2007

Configuration: East Grand Velocity 100' Platform
Number: EP1955494-101 V: 169

Representative: Kerber, Wayne
Organization: Front Range Fire Apparatus, Ltd
Department: East Grand Fire



Parameters:

Inside Cramp Angle:	45°
Axle Track:	85.34"
Wheel Offset:	4.68"
Loaded Tire Width:	17.70"
Chassis Overhang:	79.62"
Additional Bumper Depth:	16.00"
Front Overhang	124.60"
Wheelbase:	279.00"

Calculated Turning Radii:

Inside Turn:	265.47"
Curb to Curb:	472.43"
Wall to Wall:	552.88"

Comments:

Aerial Application

Components	Item #	Description
Front Axle	0018453	Axle, Suspension, Front, Oshkosh TAK-4, Non-Drive, 22,800 lb
Front Wheels	0111380	Aluminum, Alcoa, 22.50 x 12.25
Front Tires	0111371	Michelin, 425/65R22.50, 20 Ply, XZY-3
Chassis	0121631	Velocity Chassis
Front Bumper	0123647	Tray, Bumper, Center, Standard, 35" W x 11.5" L x 13" D
Aerial Device	0022160	Aerial, 100' Pierce Platform

Notes:

Actual Inside Cramp Angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for a 9.00 inch curb.



Turning Performance Analysis

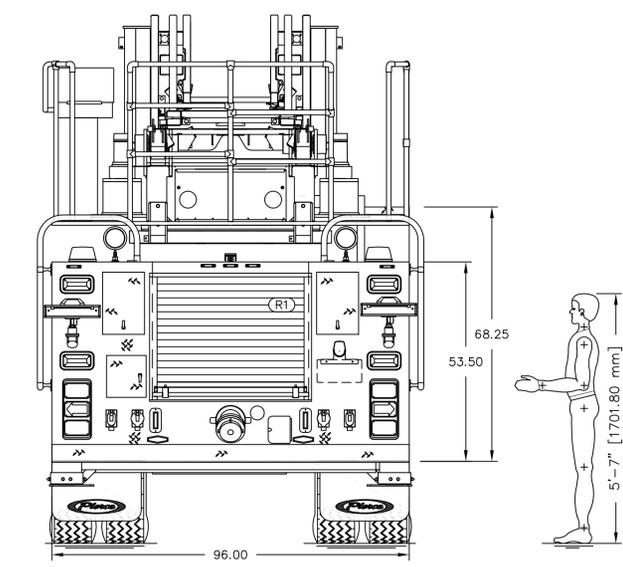
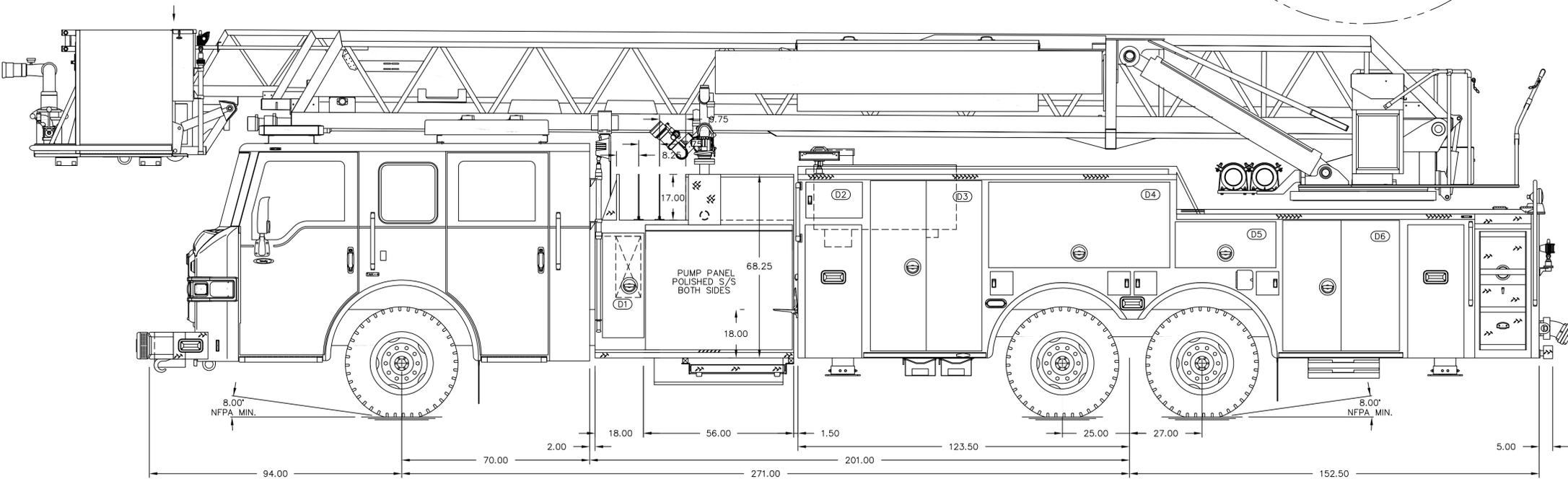
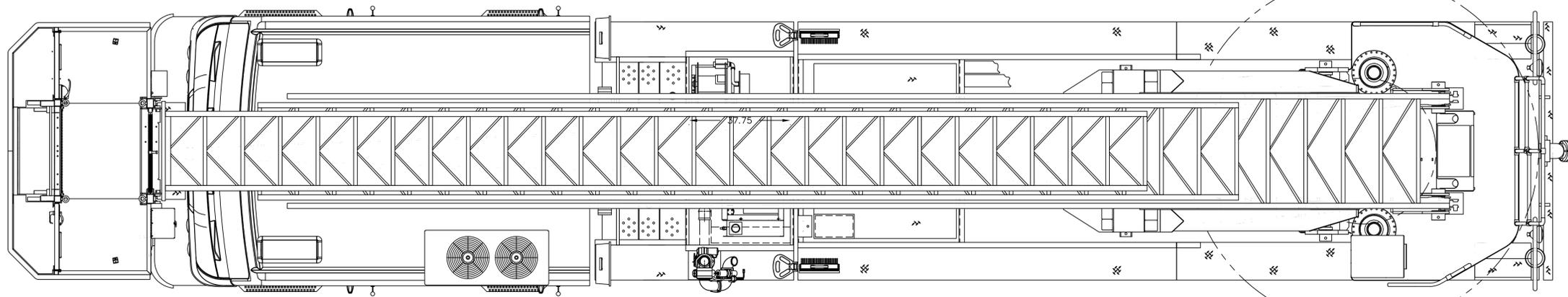
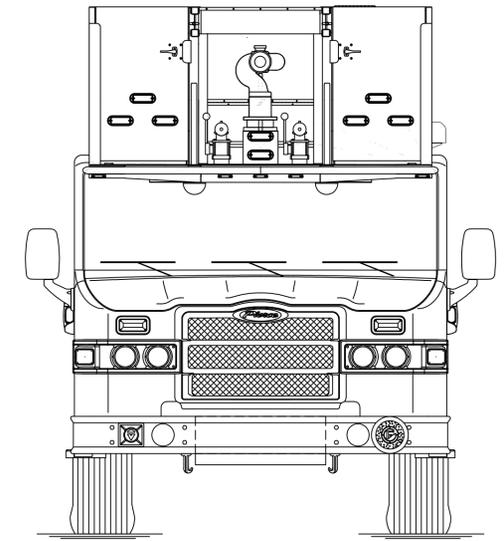
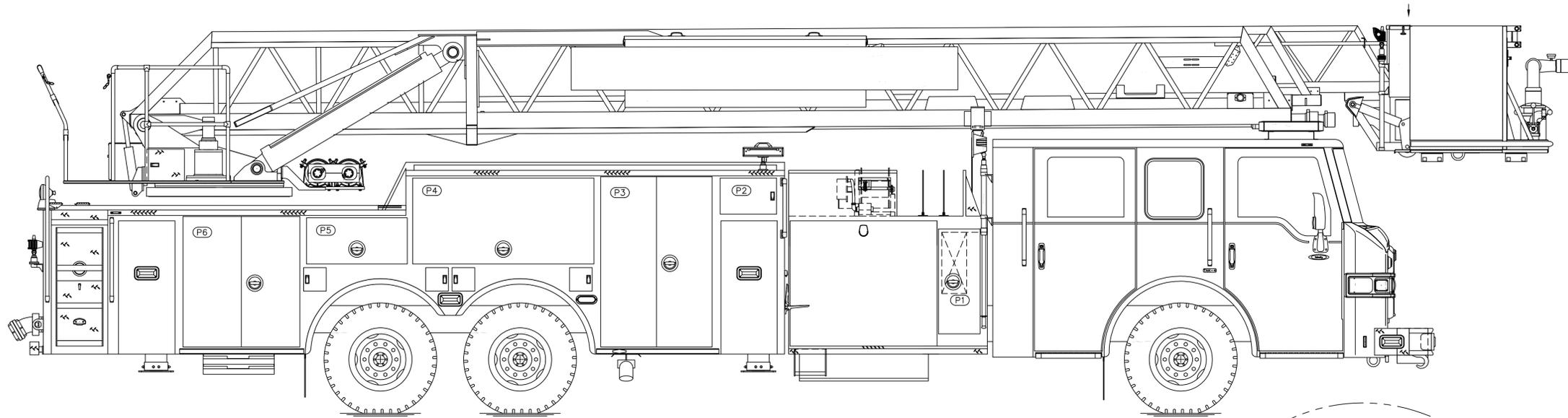
4/3/2007

Configuration: East Grand Velocity 100' Platform
Number: EP1955494-101 V: 169

Representative: Kerber, Wayne
Organization: Front Range Fire Apparatus, Ltd
Department: East Grand Fire

Definitions:

Inside Cramp Angle	Maximum turning angle of the front inside tire.
Axle Track	King-pin to king-pin distance of the front axle.
Wheel Offset	Offset from the center-line of the wheel to the king-pin.
Tread Width	Width of the tire tread.
Chassis Overhang	Distance from the center-line of the front axle to the front edge of the cab. This does not include the bumper depth.
Additional Bumper Depth	Depth that the bumper assembly adds to the front overhang.
Wheelbase	Distance between the center lines of the vehicle's front and rear axles.
Inside Turning Radius	Radius of the smallest circle around which the vehicle can turn.
Curb to Curb Turning Radius	Radius of the smallest circle inside of which the vehicle's tires can turn. This measurement assumes a curb height of 9 inches.
Wall to Wall Turning Radius	Radius of the smallest circle inside of which the entire vehicle can turn. This measurement takes into account any front overhang due to the chassis, bumper extensions and/or aerial devices.



CUSTOMER APPROVAL PRELIMINARY DRAWING REQUIRES ENGINEERING REVIEW SIGNATURE _____ DATE _____	BODY MATERIAL = ALUMINUM SIDE SHEET HEIGHT = 71.25 TOTAL COMPARTMENT CUBIC FEET = 216.46 TOTAL TANK SIZE = 300 WATER VOL = 300 FOAM VOL CLASS A = 0 FOAM VOL CLASS B = 0 AERIAL PEDESTAL RAISED = 3	ESTIMATED OAH = 147.0 CUSTOMER OAH = N/A ESTIMATED OAL = 585.0 CUSTOMER OAL = N/A WHEELBASE = 271.00 HOSEBED DEPTH = 23.50 SIDE ROLL PROTECTION, IMP/VEL	DO NOT SCALE DRAWING. DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE AS MAY BE NECESSARY DURING CONSTRUCTION. SOME DETAILS NOT SHOWN.	 PERFORM. LIKE NO OTHER!	DRAWN BY AERIALWEST DATE 08/15/2007 CONFIG VER 257 DWG CHG VER 276 SOFTWARE VER 01.08.0140 DWG DATA VER	CHASSIS MAKE PIERCE CHASSIS MODEL VEL7000 BODY MODEL PAP100A	EAST GRAND FIRE OPPORTUNITY EAST GRAND VELOCITY PLATFORM CONFIGURATION EAST GRAND VELOCITY 100' PLATFORM JOB/CONFIG NUMBER 20063	SCALE 1:24 SHEET SIZE D SHEET NO. 1 of 1
	NO. OF UNITS 1	SD						

East Grand Fire Protection District
Box 2967
Winter Park, CO 80482

BILL TO:
Charlie Johnson
JAC Colorado II, LLC
747 Sheridan Blvd, Suite #7D
Lakewood, CO 80214

FROM:
East Grand Fire District
Box 2967
Winter Park, CO 80442

Invoice : # 192

Invoice Date: 6/21/2022

Location Cooper Creek Village & Cooper Creek Square
Winter Park, Colorado 80482

	Address :	Inspection Fee	Total
	Cooper Creek Village & Cooper Creek Square Winter Park, CO 80482		
1	Final Development Plan- Development Review	\$440	\$440.00
		Total	\$440.00

REMITTANCE:

Date:

Amount Due: \$440.00

Amount Enclosed: _____



JVA, Incorporated
P.O. Box 1860
47 Cooper Creek Way
Suite 328
Winter Park, CO 80482
970.722.7677
info@jvajva.com

June 27, 2022

Mr. William Buff Borrás
District Manager
Grand County Water and Sanitation District #1
50 Vasquez Road
Winter Park, Colorado 80482
Via email: wborras@gcws1.com

www.jvajva.com

RE: Cooper Creek Village – Final Development Plan Review
JVA Job# 1552.2.6c

Dear Buff:

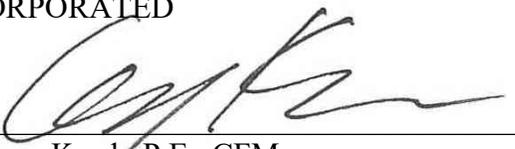
JVA Inc. has received Final Development Plan submittal documents for the proposed Cooper Creek Village development. We have reviewed these documents for conformance to the Grand County Water and Sanitation District Standards (Standards) as well as best engineering practices and have the following comments to provide.

1. JVA is working with the District to complete modeling analyses of future development proposals. We anticipate providing this effort in the near future to assist in the decision-making process for proposed system designs. Additional comments may be generated upon completion.
2. There have been noted concerns with pressure availabilities at existing homes at the top of Timber Drive adjacent to the project. It is our understanding that some of these homes have individual pressure boosting systems. Similar requirements may be necessary for other planning areas near this elevation.
3. Based on our discussions, the District will not allow the proposed Lift Station. The Sanitary Sewer system will need to be revised.

Please let us know if you have any questions regarding anything above. We can also make ourselves available to discuss this project with the District and Applicant. We look forward to reviewing additional submittals for this development.

Sincerely,
JVA, INCORPORATED

By:



Cooper Karsh, P.E., CFM
Project Manager

From: [Jean Johnston](#)
To: [James Shockey](#)
Cc: [Hugh Bell](#)
Subject: RE: Agency Review Comment Request: Cooper Creek Village and Cooper Creek Square, Town of Winter Park
Date: Tuesday, June 14, 2022 11:52:25 AM
Attachments: [FBlogo20x20_f385a67c-d933-45ab-89b5-afca2eff55b1.png](#)
[twitter20x20_4b90b8ef-da46-4b7b-814e-87a8b9a2dc73.png](#)

Hi James,

I would like to let the developer know our separation requirements so as they move forward in the design process they have them. For a more complete specifications, you can call and ask for our Electric Service Construction Standards.

1. Required separations from other utilities must be given to assure safety for the general public and our employees for normal activity around our power lines and equipment. MPEI requires 20 foot wide easements (10' on each side of centerline) for primary power lines, as installed. (Part of the easement can be in the road if provided for in the plat). No structure (including decks and building overhangs) is allowed closer than 10' from any primary voltage power lines or within ten feet (10') around any equipment. Water and sanitation districts require a minimum of ten feet (10') separation to parallel power lines. MPEI requires five foot (5') separation to parallel gas lines and one foot (1') separation to communications.
2. All equipment must be set a minimum of 5' behind a road edge with no curb, or minimum of 3' behind a minimum 6" curb. All equipment must have a minimum clearance of 10' to any obstruction to the front of the equipment. Plastic communication boxes must be a minimum of 2 feet from electric vaults.
3. MPEI does not install their facilities along back lot lines.
4. MPEI is experiencing supply chain issues with transformers. Currently, lead times are over a year for most sizes.

We look forward to seeing the design when it is developed.

Thanks, Jean

Jean Johnston
Right of Way Specialist, Sr Staker

JeanJ@mpei.com
ex 265



Mountain Parks Electric, Inc.

321 West Agate Ave • P.O. Box 170, Granby, CO 80446-0170 • 970.887.3378

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From: James Shockey <jshockey@wpgov.com>

Sent: Monday, May 16, 2022 3:20 PM

To: Brian Killian <brian.killian@state.co.us>; Huntington - DNR, Jeromy <Jeromy.huntington@state.co.us>; cgs_lur@mines.edu; andy_newby@comast.com; Tony_Hildreth@comcast.com; gary.booth@denverwater.org; Dennis Soles <dsoles@eastgrandfire.com>; Ryan Mowrey <rmowrey@eastgrandfire.com>; Frank Reeves <frank.reeves@egsd.org>; dlindblom@co.grand.co.us; William Buff Borrás <wborras@gcws1.com>; mmcquain@co.grand.co.us; Jean Johnston <JeanJ@mpei.com>; Kevin E. Vecchiarelli <kvecchiarelli@jvajva.com>; Cooper W. Karsh <ckarsh@jvajva.com>; Gerry Vernon <gvernon@wpgov.com>; Transit <transit@wpgov.com>; Kathleen.Jacoby@xcelenergy.com; Robert Davis <rdavis@co.grand.co.us>; Kevin McLaughlin <kevin.mclaughlin2@usda.gov>; bramsey@pauleyc.com; tschlueter@co.grand.co.us; 'Ben Wilson' <Benjamin.R.Wilson@usace.army.mil>

Cc: TJ Dlubac <tdlubac@planstrategize.com>; Hugh Bell <hbell@wpgov.com>; Jeffrey Vogel <jvogel@vogelassoc.com>

Subject: [External] Agency Review Comment Request: Cooper Creek Village and Cooper Creek Square, Town of Winter Park

Caution: This email originated from outside of MPEI. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Review Agencies and Utility Providers:

Charlie Johnson, representing JAC Colorado II, LLC, has submitted a Final Development Plan (FDP) in conjunction with an Annexation Agreement and Vested Property Rights Agreement to the Town of Winter Park for Cooper Creek Village (CCV) and Cooper Creek Square (CCS). CCV consists of two vacant parcels of unincorporated land in Grand County totaling approximately 53 acres proposed to be annexed into the Town. The parcels are located south of Town Hall and are bordered to the north by Idlewild Subdivision, to the east by Beaver Village Condominiums, to the south by USFS land, and to the west by Hideaway Village South. The Union Pacific Railroad divides the two parcels. CCS consists of 5.8 acres of land located in Town limits and includes Cooper Creek Square, Paellas Restaurant, Allegiant Management, and associated gravel parking lots.

Please review the application materials [here](#) and provide comments no later than **5pm on Tuesday, June 21, 2022**. The comments will be made part of the public record of the Town of Winter Park. Hearings for the Planning Commission and Town Council will be scheduled once major comments from the Town have been addressed.

Thank you for your assistance in reviewing this development. Please respond with questions and your comments to:

- James Shockey, Community Development Director
- jshockey@wpgov.com
- 970.726.8081 ext. 206

Thanks,

James Shockey, AICP
Director | Community Development





JVA, Incorporated
P.O. Box 1860
47 Cooper Creek Way
Suite 328
Winter Park, CO 80482
970.722.7677
info@jvajva.com

June 27, 2022

Mr. James Shockey, AICP
Community Development Director
Town of Winter Park
50 Vasquez Road
Winter Park, Colorado 80482
Via email: jshockey@wpgov.com

www.jvajva.com

RE: Cooper Creek Village – Final Development Plan Review
JVA Job# 1566.98c

Dear James:

JVA Inc. has received Final Development Plan (FDP) submittal documents for the proposed Cooper Creek Village development. We have reviewed these documents for conformance to the Town of Winter Park Standards and Specifications for Design and Construction (Standards) and have the following comments to provide.

1. The Vested Rights Agreement (VRA) discusses the Ski Trail Connection and relocatable Easement Area. We recommend disallowing utilities to be placed in this easement, with the exception of crossings and limited short runs as approved by the Town. This easement language should also discuss the general clearances, design guidelines, and maintenance responsibilities of any grade-separated road crossings.
2. The FDP Development Standards state that isolated pockets will be acceptable for development. We recommend revising this sentence to state that these pockets may be considered acceptable, to be reviewed and approved by the Town.
3. The Roadway Study proposes three classifications of roads. These should be related to an anticipated level of traffic or other identifiable function to account for future plan changes. Furthermore, the narrative states that Collectors are shown in the Roadway Exhibit, but no roads are classified as such in the exhibit. The proposed road classifications should be verified.
4. The Roadway Study shows Collectors and Local roadways to be located within Right-of-Ways. The overall FDP does not appear to address when ROWs would be dedicated to the Town if this is the intent. We recommend the Town have a conversation with the Applicant to determine if it is appropriate to include this in the FDP.
5. The Roadway Study shows to Urban Local variants with concrete pans in lieu of curb and gutter. Both of these variants appear similar with 2' wide pans. We recommend against the inclusion or approval of these road sections.
6. The Roadway Study should review all Design Standards and make revisions as necessary to conform to the current Road Standards of the East Grand Fire Protection District.
7. The Roadway Study exhibits should be revised to show maximum 3:1 cut and fill slopes to conform to the Geotechnical report, or show slopes to be determined by future Geotechnical Studies.
8. The Impact Analysis shows a reduced amount of units and commercial space than provided in the Land Use Summary. The methodology and reasoning for this reduction should be addressed.



9. The Traffic Impact Analysis recommends several improvements to existing off-site intersections over the full buildout of this development. The FDP should address responsible parties for the costs of both design and construction of any improvements required, or contributed to, by traffic generated by the proposed development. The FDP should also address when these improvements shall be constructed, with any necessary coordination and approval of CDOT. The FDP should require Individual Traffic Studies of future subdivisions in this development area to track progress of the master study and determine when the improvements will need to be implemented.
10. The Drainage Report currently shows some of the proposed detention ponds in inaccessible locations. While the preliminary basin delineation is practical, the narrative should be revised to specify the need to provide maintenance access to all future pond locations. Future designs for planning areas shall take this into account while also evaluating the possible benefits of regional facilities.
11. The Utility Report references an old version of Fire Protection District Standards and should be revised with the current version.
12. The Utility Report shows a different number of proposed residential units than the Land Use Plan. Please revise as necessary.

Please let us know if you have any questions regarding anything above. We can also make ourselves available to discuss this project with the Town and Applicant.

Sincerely,
JVA, INCORPORATED

By: _____


Cooper Karsh, P.E., CFM
Senior Engineer



PO Box 528, Granby CO 80446

The Town of Winter Park
Attention: James Shockey
PO Box 3327
Winter Park, CO 80482

RE: Cooper Creek Village and Cooper Creek Square, Town of Winter Park

Dear Mr. Shockey,

Concern:

In the Cooper Creek Square area gas main and service lines are present if any type of relocation is needed the cost will go to the customer.

Preliminary Plat Review General Guidelines

Application

- Must apply for Gas service at Xcel Energy Builders Call Line. Gas main is present in the surrounding area. Gas main will be installed at 36" depth and must be 10' away from water & sewer main, electric 5'. Gas will be installed in a sole trench- no other utilities are to be located with main or services.
- Gas main preferable to be installed in a 5' easement. **Acceptable easement language provided on final plat.**
- **Reinforcement may be needed for existing system depending on the current capacity (additional cost of reinforcement will be the responsibility of the applicant.)**

Meter Locations

- While customer preference regarding meter location deserves reasonable consideration, it remains the right of the Company to determine the placement of meters. All meter locations including multiple points of service shall have the approval of the local Xcel Design Department.
- Meters and service regulators are to be set outside the serviced structure where they will be readily accessible and be protected from corrosion and other damage, including vehicular. Meter sets in areas of deep snow need to be placed on a gable end (no shed roof allowed) *Note: Due to excessive snowfall, ice and snow shields will not be permitted in the following Colorado counties: Eagle, Lake, Park and Summit. Meters shall be installed on the gable or non-drip side of a building or in an approved remote location from the building or structure in these counties.*

Please note – this is not a final assessment of what the new gas distribution will entail. There may be additional things in the field I cannot see. Once an application has been submitted to Xcel Energy, we can start the full design process and identify the scope of work that will need to be done for this request.

Sincerely,

Kathleen Jacoby

Kathleen Jacoby

Kathleen Jacoby

Xcel Energy | Responsible By Nature

Designer, Mountain Division

583 East Jasper Court, Granby CO 80446-0528

P: 970-262-4055 F: 970-887-2453

E: kathleen.jacoby@xcelenergy.com

COLORADO GEOLOGICAL SURVEY

1801 Moly Road
Golden, Colorado 80401



Karen Berry
State Geologist

June 21, 2022

James Shockey
Winter Park Community Development
P.O. Box 3327
50 Vasquez Rd.
Winter Park, CO 80482

Location:
SW $\frac{1}{4}$ Section 33,
T1S, R75W of the 6th P.M.
39.9128, -105.7872

Subject: Cooper Creek Village and Cooper Creek Square
Town of Winter Park, Grand County, CO; CGS Unique No. GR-22-0007

Dear Mr. Shockey:

Colorado Geological Survey has reviewed the Cooper Creek Village and Cooper Creek Square Final Development Plan (FDP) referral. The FDP includes:

- Cooper Creek Village consists of two vacant parcels of unincorporated land in Grand County, totaling approximately 53 acres to be annexed into the town and will include commercial, hospitality, recreation, and up to 650 residential units.
- Cooper Creek Square consists of 5.8 acres of land located in Town limits and will include up to 225 residential units.

With this referral, CGS received a request for review (Email dated May 16, 2022); Final Development Plan (Vogel & Associates, April 29, 2022); Phase I Geotechnical Engineering Report (Olsson, Inc., October 15, 2020); and other documents. I visited the site on June 3, 2022. I did not observe any conditions that would preclude the proposed development. Olsson's geotechnical assessment for Phase I is good; **provided all Olsson's recommendations are adhered to, CGS has no objection to the final development plan.** CGS offers the following comments and recommendations.

TKE (7/22/22): Noted.

Drainage tributary and flooding. Per the FDP (page A-102), a drainage tributary traverses southwest to northeast across the property, and existing wetlands have been mapped within the drainage. This drainage is indicated on sheet C-3 of the FDP as jurisdictional wetlands. The proposed zoning map (sheets C-5 and C-6) of the FDP shows the proposed use for this area as residential. **CGS recommends that development in areas associated with this drainage be avoided and preserved as open space.**

TKE (7/22/22): Any impacts to jurisdictional wetlands will need to be coordinated with the US Army Corps of Engineers. The applicant is not proposing the locate buildings within jurisdictional wetlands.

Site geology and slope stability concerns. According to available geologic mapping (Shroba et al., 2010, Geologic map of the Fraser 7.5-minute quadrangle, Grand County, Colorado: U.S. Geological Survey, Scientific Investigations Map SIM-3130, scale 1:24,000), the site is underlain by Till of Bull Lake age, Till of Pinedale age, stream terrace alluvium, and biotite gneiss. This is consistent with Olsson's geology descriptions on page 7 of their report. Olsson also describes the site as containing "some steeper hillsides" but states that "obvious signs of slope instability and landslides were not observed." Although the slopes appear to be stable under current conditions (and are not mapped as unstable or containing landslide deposits), currently stable slopes can be destabilized if modifications are made to existing conditions through the excavation of cuts, the addition of fills, removal of vegetative cover, and changes to drainage patterns, infiltration rates, and soil water content.

CGS agrees with Olsson (page 9) that “grading for development can change the stability of rock and soil masses and need to be considered for the final grading plans for the site.” **Olsson should review the grading plans to verify that their recommendations have been correctly incorporated into the project design for all roadways, structures, retaining walls, etc.**

TKE (7/22/22): Noted. Olson will review the final roadway grading during infrastructure design. As per the normal design process, their initial recommendations may be adjusted with additional testing as the final infrastructure design progresses.

The southwest portion of Cooper Creek Village contains slopes of 30 percent or greater. Per page B-6 of the FDP, “Development will be limited on steep slopes that exceed 30%. At the time of platting, the applicant will demonstrate that areas with steep slopes have been avoided to the greatest extent practicable.” **CGS recommends that development on slopes greater than 30 percent or greater be avoided and preserved as open space.** If roadways, trails, and utilities are deemed acceptable on these steeper slopes, a qualified engineer should evaluate the slopes with the proposed conditions.

TKE (7/22/22): Noted.

Olsson makes appropriate recommendations regarding retaining walls, retaining wall foundation soils, structural fill placement behind and beneath retaining walls, and behind-wall drainage. These recommendations must be strictly adhered to throughout the design and construction of the proposed retaining walls.

TKE (7/22/22): Noted. See TKE notes above regarding final design.

Undocumented fill materials. Undocumented fill was encountered in Olsson’s borings drilled for the proposed hotel site. All undocumented fill material encountered during site grading and within utility trenches and retaining wall and building foundation excavations will need to be removed and replaced with properly moisture-conditioned and compacted, clean structural fill (free of debris). All materials associated with the proposed hotel site (asphalt parking lot, gravel parking, foundations, utilities, etc.) must be completely demolished, removed, and disposed of offsite, *not* graded into the existing fill.

TKE (7/22/22): Noted. All design and construction will proceed under the Geotechnical Engineer-of-Record’s guidance and approval. They reserve the right to adjust their recommendations with further exploration and site conditions, even after final design is approved.

Shallow groundwater. Groundwater was encountered as shallow as 11 feet below the ground surface. CGS agrees with Olsson (page 24) that “groundwater may have an impact on deep planned excavations and/or, if necessary, drilled shaft construction.” The test borings do not appear to have been monitored/observed following drilling operations. Also, it is unknown if basements or other below-grade spaces are proposed. If below-grade levels are planned, CGS recommends that the town require groundwater monitoring/observation to verify that proposed floor levels are at least three feet, preferably five feet above maximum anticipated groundwater levels, and maintained year-round. The piezometers should be monitored weekly during and shortly after the snowmelt period and immediately after any storms. CGS agrees with Olsson (page 30) that “the residential structures, the hotel, and the commercial buildings should all be protected with an underdrain system” and on page 38 that “to protect below grade foundation walls from increased hydrostatic pressures that may develop from snow melt, we recommend that foundations be protected with an underdrain system.”

TKE (7/22/22): Noted. All design and construction will proceed under the Geotechnical Engineer-of-Record’s guidance and approval. They reserve the right to adjust their recommendations with further exploration and site conditions, even after final design is approved.

Thank you for the opportunity to review and comment on this project. If you have questions or require further review, please call me at 303-384-2632 or email acrandall@mines.edu.

Sincerely,



Amy Crandall, P.E.
Engineering Geologist



JVA, Incorporated
P.O. Box 1860
47 Cooper Creek Way
Suite 328
Winter Park, CO 80482
970.722.7677
info@jvajva.com

June 27, 2022

Mr. William Buff Borras
District Manager
Grand County Water and Sanitation District #1
50 Vasquez Road
Winter Park, Colorado 80482
Via email: wborras@gcws1.com

www.jvajva.com

RE: Cooper Creek Village – Final Development Plan Review
JVA Job# 1552.2.6c

Dear Buff:

JVA Inc. has received Final Development Plan submittal documents for the proposed Cooper Creek Village development. We have reviewed these documents for conformance to the Grand County Water and Sanitation District Standards (Standards) as well as best engineering practices and have the following comments to provide.

1. JVA is working with the District to complete modeling analyses of future development proposals. We anticipate providing this effort in the near future to assist in the decision-making process for proposed system designs. Additional comments may be generated upon completion.

TKE (7/22/22): Comment noted.

2. There have been noted concerns with pressure availabilities at existing homes at the top of Timber Drive adjacent to the project. It is our understanding that some of these homes have individual pressure boosting systems. Similar requirements may be necessary for other planning areas near this elevation.

TKE (7/22/22): Comment noted.

3. Based on our discussions, the District will not allow the proposed Lift Station. The Sanitary Sewer system will need to be revised.

TKE (7/22/22): The intent is to proceed with the proposed Lift Station with the understanding that the Cooper Creek Metro. Districts will be responsible for ownership & maintenance.

We do not consider approval of this FDP as an official approval by GCWSD#1 to accept the lift station. Once subdivision infrastructure design commences, we will evaluate the reasonable options for sewer outflow including the possibility boring an outfall line under the railroad, burying a pipe and construction an access road along the creek, and connecting the outfall line to the 8" sewer main line in US Highway 40 at Beavers Condos.

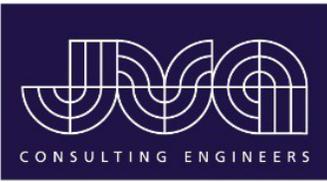
That gravity outfall sewer main scenario may be outright impossible, due to difficult construction through sensitive wetlands areas and lands that we do not own, nor do those lands currently have the easements required for such a wastewater outfall. The district said a lift station is reasonable, but they will not own, maintain, or replace the lift station,

or possibly the gravity sewer mains that lead to the lift station. GCWSD#1 ownership of the gravity mains may be possible if we can reduce the number of units leading to the lift station. No matter what, the lift station must be designed and approved in accordance with CDPHE standards.

Please let us know if you have any questions regarding anything above. We can also make ourselves available to discuss this project with the District and Applicant. We look forward to reviewing additional submittals for this development.

Sincerely,
JVA, INCORPORATED

By: _____
Cooper Karsh, P.E., CFM
Project Manager



June 27, 2022

Mr. James Shockey, AICP Community
Development Director Town of Winter
Park
50 Vasquez Road
Winter Park, Colorado 80482
Via email: jshockey@wpgov.com

RE: Cooper Creek Village – Final Development Plan Review
JVA Job# 1566.98c

Dear James:

JVA Inc. has received Final Development Plan (FDP) submittal documents for the proposed Cooper Creek Village development. We have reviewed these documents for conformance to the Town of Winter Park Standards and Specifications for Design and Construction (Standards) and have the following comments to provide.

1. The Vested Rights Agreement (VRA) discusses the Ski Trail Connection and relocatable Easement Area. We recommend disallowing utilities to be placed in this easement, with the exception of crossings and limited short runs as approved by the Town. This easement language should also discuss the general clearances, design guidelines, and maintenance responsibilities of any grade-separated road crossings.
TKE (7/22/22): Utility crossings will be permitted subject to an access and utility easement being provided.
2. The FDP Development Standards state that isolated pockets will be acceptable for development. We recommend revising this sentence to state that these pockets may be considered acceptable, to be reviewed and approved by the Town.
TKE (7/22/22): The FDP will comply with steep slopes and ridgeline UDC requirements.
3. The Roadway Study proposes three classifications of roads. These should be related to an anticipated level of traffic or other identifiable function to account for future plan changes. Furthermore, the narrative states that Collectors are shown in the Roadway Exhibit, but no roads are classified as such in the exhibit. The proposed road classifications should be verified.
TKE (7/22/22): We revised sheet RD-01 to illustrate proposed collector road locations in report.
4. The Roadway Study shows Collectors and Local roadways to be located within Right-of- Ways. The overall FDP does not appear to address when ROWs would be dedicated to the Town if this is the intent. We recommend the Town have a conversation with the Applicant to determine if it is appropriate to include this in the FDP.
TKE (7/22/22): ROW will be dedicated at the time of plat.

5. The Roadway Study shows to Urban Local variants with concrete pans in lieu of curb and gutter. Both of these variants appear similar with 2' wide pans. We recommend against the inclusion or approval of these road sections.

TKE (7/22/22): Concrete pans will be permitted provided acceptable drainage is accounted for in the design. Snow removal destroys vertical curbs and significantly increases the costs of future roadway maintenance. We often use a combination of valley pans and ribbon curbs to adequately convey drainage. Leland Creek Subdivision was mentioned as a concern for the town, but that subdivision has significant groundwater that constantly drains onto the roadway. We agree that is a concern. If that condition arises on this project, we will provide a pipe underdrain system to divert that drainage off of the roadway.

6. The Roadway Study should review all Design Standards and make revisions as necessary to conform to the current Road Standards of the East Grand Fire Protection District.

TKE (7/22/22): The Town of Winter Park Roadway Standards list 24' flowline to flowline for all of its roadway sections. The 26' wide road requirement in the EGFPD letter has been a standard since the inception for at least 25 years, although the application of that standard is up individual fire marshals. When we met with EGFPD's staff, they clarified their interpretation of this requirement to mean that a 26-foot-wide roadway is only required when building heights exceed 3 stories. This relates to parking the aerial ladder truck with outriggers and still being able to divert one lane of traffic. This is consistent with their recent subdivision approvals.

So, when the individual subdivision plats are approved and buildings are designed, EGFPD will require that roadways be 26' wide wherever they deem it necessary to access the 4th story via aerial ladder. This requirement will supersede anything approved in this FDP.

7. The Roadway Study exhibits should be revised to show maximum 3:1 cut and fill slopes to conform to the Geotechnical report, or show slopes to be determined by future Geotechnical Studies.

TKE (7/22/22): Completed. 3:1 is allowed. Steeper than that requires specific geotechnical engineering recommendations.

8. The Impact Analysis shows a reduced amount of units and commercial space than provided in the Land Use Summary. The methodology and reasoning for this reduction should be addressed.

TKE (7/22/22): The following assumptions were utilized to determine units and ADTs for specific planning areas.

For the maximum trip generation calculations on CCS PA-1 and CCN PA-2, the TIA used the following maximum density formula:

- *All residential using maximum allowed, or*
- *All Hotel using maximum allowed, or*
- *60% of max hotel, and 40% of max hotel as residential*
- *The scenarios that resulted in the maximum trip generation potential are as follows:*
- *CCS PA-1: 0 residential and 200 lodging units*
- *CCN PA-2: 192 lodging units and 128 residential units – this results in 60% lodging units and 40% residential units.*

9. The Traffic Impact Analysis recommends several improvements to existing off-site intersections over the full buildout of this development. The FDP should address responsible parties for the costs of both design and construction of any improvements required, or contributed to, by traffic generated by the proposed development. The FDP should also address when these improvements shall be constructed, with any necessary coordination and approval of CDOT. The FDP should require Individual Traffic Studies of future subdivisions in this development area to track progress of the master study and determine when the improvements will need to be implemented.

TKE (7/22/22): The above is to be determined at plat and with a Subdivision Improvements Agreement.

10. The Drainage Report currently shows some of the proposed detention ponds in inaccessible locations. While the preliminary basin delineation is practical, the narrative should be revised to specify the need to provide maintenance access to all future pond locations. Future designs for planning areas shall take this into account while also evaluating the possible benefits of regional facilities.

TKE (7/22/22): Pond maintenance/access roads will be provided per Town of Winter Park Standards.

11. The Utility Report references an old version of Fire Protection District Standards and should be revised with the current version.

TKE (7/22/22): The standards in the utility report were updated.

12. The Utility Report shows a different number of proposed residential units than the Land Use Plan. Please revise as necessary.

TKE (7/22/22): See above and the current Land Use plan that was provided.

Please let us know if you have any questions regarding anything above. We can also make ourselves available to discuss this project with the Town and Applicant.

Sincerely,
JVA, INCORPORATED

By:



Cooper Karsh, P.E., CFM
Senior Engineer



August 26, 2022

Mr. Keith Riesberg, Town Manager
Mr. James Shockey, Town Planner
Town of Winter Park
50 Vasquez Road
P.O. Box 3327
Winter Park, Colorado 80482

**Re: Cooper Creek Village Property Annexation, FDP
And Development Guide/Vested Rights Agreement**

Dear Keith and James,

The Cooper Creek planning and design team has reviewed the comments provided on August 16, 2022 and have updated the documents for reflect the following.

Annexation Agreement

Enclosed is the clean and comparison version of the annexation agreement that reflects the comments, plan changes and redlines that have been provided since the 7-25-22 submittal.

Development Guide

Enclosed is the clean and comparison version of the annexation agreement that reflects the comments, plan changes and redlines that have been provided since the 7-25-22 submittal. This development guide update reflects the revisions to the FDP that are outlined in the section below.

Final Development Plan

Land Use, Open Space and Multi-modal Plan

The land use, open space and multi-modal circulation plan has been updated to reflect the following considerations.

- ❖ Planning Area NPA-1 has been reconfigured to provide a passive open space area in the northwest corner of the property. Density has been adjusted to reflect this revision.
- ❖ Planning Area CCS-1 has been configured to reflect an additional .80 acres that is located in between Road 1 and the Ski Back trail. Expanding this planning and reallocating density from planning NPA-1 and WPA-8 provides for development to occur within the downtown core and adjacent to the proposed ski back trail and gondola. This reconfiguration and reallocation result in additional passive open space being preserved adjacent to WPA-8 and NPA-1. As outlined on the dimensional standards, the hatched area illustrated within the CCS-1 planning area reflects a maximum building height of 55’.
- ❖ The density chart has been updated to reflect the updated planning areas and density adjustments. As outlined on the updated chart, the total density remains as proposed. This includes the residential, commercial and accommodation units.

Open Space Plan

- ❖ The open space plan has been updated to reflect the passive open space areas located adjacent to NPA-1 and WPA-8.

Multi-modal Circulation Plan

- ❖ The multi-modal circulation plan has been updated to reflect the updated planning considerations.

Land Use Chart and Dimensional Standards

- ❖ The land use chart has been updated to reflect the town comments revisions.
- ❖ The dimensional standards have been updated to reflect the land use plan updates and to address the Town comments. See enclosed land use chart.

Wildlife Mitigation Standards

- ❖ The wildlife mitigation standards have been updated to reflect the Town comments.
- ❖ The text regarding wetland and drainage corridors has been expanded to clarify that crossings will be permitted with the intent to minimize when practicable.

Utility Report

- ❖ The current utility report is enclosed in the application.

Conditions of Approval

Outlined below are the Conditions of Approval that were provided and responses that are based on the updated master plan, annexation agreement and development guide that is enclosed with this resubmittal.

1. The Vested Rights and Development Guide and FDP shall be amended as outlined in the documents provided to the applicant on August 9, 2022 and as required by staff and legal counsel.
[Resp. The enclosed vested rights agreement has been amended to reflect the updated master plan, redlines and comments that have been provided. Please see the enclosed comparison document.](#)
2. The Roadway Report shall be amended as required by the Town Engineer.
[Resp. The roadway report has been amended and including providing the retaining wall standards.](#)
3. The Master Utility Study be amended as required by Grand County Water and Sanitation District No. 1.
[Resp. The enclosed Master Utility plan incorporates the GCWSD comments.](#)
4. The density transfer provision in the agreement that allows for a 10% increase in density shall not be used in areas abutting existing R-1 zoning districts.
[Resp. As outlined above, the land area located at the northwest corner of the property has been reconfigured as open space. Passive open space has also been located in between WPA-8 and the railroad.](#)
5. Utilities, service routes, and trails crossing non-jurisdictional wetlands shall be permitted with 1:1 mitigation and will be located within a dedicated access and utility easement determined at the time of final subdivision platting.
[Resp. Provisions regarding the wetland mitigation has been added to the updated development guide.](#)

6. Non-jurisdictional wetlands shall be prioritized for conservation pending Town Council approval at the time of platting.
Resp. The comment has been noted.
7. Wildlife studies shall include setback recommendations along jurisdictional and non- jurisdictional wetlands, including obtaining comments from CPW, pending their availability to do so, and shall be reviewed at public hearings by the Planning Commission at the time of platting.
Resp. As discussed at the August 16, 2022 Town Council meeting, CPW is already a referral agency that is included as part of the review process. As noted in the development guide, a master wildlife mitigation analysis shall be prepared including technical recommendations associated with each plat.
8. A minimum 30' Type D Bufferyard shall be required adjacent to NPA-1 instead of the proposed Type C Bufferyard.
Resp. As outlined above, the land area located at the northwest corner of the property has been reconfigured as open space. The Bufferyard requirements will no longer be applicable.
9. Development south of the railroad tracks shall not be platted prior to construction of the bridge over the railroad tracks.
Resp. Section 9.2 of the annexation agreement outlines the provisions for constructing the bridge and developing the south parcel.
10. Amend footnote 5 from the Dimensional Standards Table to read as follows:
Building height shall be a maximum of 75 feet for structures that allocate a minimum of 60% of the units as Overnight Accommodation Units (OAUs) with amenities acceptable to the Town. Maximum building height for multi-family projects that do not contain OAUs shall be 55 feet.
Resp. Footnote 5 has been added to the dimensional standards.

Upon your review, call with any questions or comments.

Sincerely,

Vogel & Associates, LLC

Jeffrey Vogel, AICP

Principal

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

**COOPER CREEK VILLAGE AND COOPER CREEK SQUARE
DEVELOPMENT GUIDE AGREEMENT**

THIS DEVELOPMENT GUIDE AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 2022 (the “**Approval Date**”), by and between the TOWN OF WINTER PARK, a Colorado home rule municipal corporation with an address of 50 Vasquez Road, P.O. Box 3327, Winter Park, Colorado 80482 (the “**Town**”), JAC COLORADO II, LLC, a Colorado limited liability company with an address of 747 Sheridan Blvd., #7D, Lakewood, Colorado 80214 (“**JAC**”), COOPER CREEK WP, LLC, a Colorado limited liability company with an address of 747 Sheridan Blvd., #7D, Lakewood, Colorado 80214 (“**CCWP**”), STATION WP, LLC, a Colorado limited liability company with an address of 747 Sheridan Blvd., #7D, Lakewood, Colorado 80214 (“**SWP**”), and WINTER PARK TOWER, LIMITED LIABILITY COMPANY, a Colorado limited liability company with an address of P.O. Box 3233, Winter Park, Colorado 80482 (“**WPT**”) (JAC, CCWP, SWP and WPT are sometimes hereinafter referred to individually as an “**Owner**”, and collectively as the “**Owners**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 2**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 3**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 4**”), and COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 5, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 5**,” and collectively with District No. 1, District No. 2, District No. 3 and District No. 4, the “**Districts**”) (collectively the “**Parties**” and each a “**Party**”).

RECITALS

A. This Agreement is entered into in accordance with the Town’s contemporaneous approval of annexation into the Town of certain unincorporated territory referred to in this Agreement as the “**Cooper Creek Village Property**” pursuant to the Colorado Municipal Annexation Act, C.R.S. §§ 31-12-101, *et seq.* (the “**Annexation Act**”) and the terms and conditions of that certain “**Annexation Agreement**” by and among the Parties of even date herewith, and the Town’s contemporaneous conferral of vested rights as defined in and pursuant to C.R.S. §§ 24-68-101, *et seq.* (the “**Vested Rights Act**”) upon title to the “**FDP Properties**” (as hereinafter defined) as described in this Agreement and in the Annexation Agreement.

B. The terms and conditions of the Annexation Agreement are incorporated into the operative provisions of this Agreement as if set forth in this Agreement in full.

AGREEMENT

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

Section 1. Definitions. Any term not defined in this Agreement that is defined in the Town’s Unified Development Code (the “UDC”) shall have the meaning ascribed thereto in the UDC. In addition, certain terms used in this Final Development Plan shall have definitions as set forth in this Section 1:

1.1 “**Accessory Dwelling Unit**” shall mean a dwelling that is incorporated within the living area of a single-family residence or in a detached building. An Accessory Dwelling Unit includes permanent provisions for living, sleeping, eating, cooking, bathing and sanitation.

1.2 “**Accessory Use**” shall mean a use incidental to and customarily associated with a specific principal use, located on the same lot or parcel.

1.3 “**Active Open Space**” shall have the meaning set forth in Section 7.1.

1.4 “**Adjacent Project**” shall mean, individually, any development project located on properties in the vicinity of the FDP Properties.

1.5 “**Agricultural**” shall mean a use category containing nonresidential uses primarily related to the raising of animals and crops that do not exceed the threshold for concentrated or intensive animal feeding operations. The use category includes: crop production; nursery (retail); stables; and animal, crop, and farm equipment storage.

1.6 “**Annexation Agreement**” shall mean the Annexation and Development Agreement for the FDP Properties, as the same may be amended from time to time.

1.7 “**Approval Date**” shall have the same meaning as is attributed to it in the Annexation Agreement.

1.8 “**Attainable Dwelling Unit**” shall mean a primary or accessory dwelling unit for the purpose of providing attainable housing for residents earning a low to moderate annual income.

1.9 “**CCWP**” shall mean Cooper Creek WP, LLC, a Colorado limited liability company, its successors and assigns in title and interest to the portions of the Cooper Creek North Parcels it owns.

1.10 “**Commercial Square Footage**” or “**CSF**” shall mean any area, measured in square feet, which may be used, rented or leased for the purpose of generating retail business or consumer services, excluding DUs, OAU and Recreational Amenities.

1.11 “**Cooper Creek North Parcels**” shall mean those parcels representing approximately 3.94 acres, located north of Vasquez Road between Lions Gate Road and US 40 that are owned by JAC, CCWP and WPT, subject to Johnson Acquisition Corp.’s option to purchase the parcel owned by WPT, all as legally described herein.

1.12 “**Cooper Creek South Parcel**” shall mean that parcel located south of Vasquez Road but north of the Cooper Creek Village Property legally described herein representing approximately 1.91 acres that is owned by SWP.

1.13 “**Cooper Creek Village Property**” shall mean those annexation parcels representing approximately 53.3 acres as legally described on Exhibit 1 of the Annexation Agreement.

1.14 **“Cooper Creek Square Shopping Center”** shall mean the existing shopping center located on the three (3) parcels owned by CCWP, which parcels are part of the Cooper Creek North Parcels.

1.15 **“Dedicated Trails”** shall be those trails identified as the same on the Final Open Space and Trails Plan which are to be dedicated to the Town.

1.16 **“Developer”** shall mean WCJ Holdings, LLC, a Colorado limited liability company, the master developer of the Project.

1.17 **“District”** or **“Districts”** shall mean and refer to any metropolitan district or districts formed pursuant to Title 32, C.R.S., for the purpose of financing and constructing any or all of the Public Improvements and for providing certain public services to the FDP Properties.

1.18 **“Drainage Plan”** shall mean that certain Master Drainage Plan and Report prepared by TKE Engineering dated May 28, 2021.

1.19 **“Dwelling Unit”** or **“DU”** shall mean one (1) or more rooms in a dwelling designed for occupancy by one (1) family for living purposes and having not more than one kitchen.

1.20 **“FDP Properties”** shall mean the Cooper Creek Village Property, the Cooper Creek South Parcel and the Cooper Creek North Parcels.

1.21 **“Final Development Plan”** shall mean that certain Final Development Plan for Cooper Creek Village and Cooper Creek Square, as approved by the Town Council and attached hereto as Exhibit 1, as the same may be amended from time to time, and shall include the Final Development Plan Narrative, the Existing Conditions Plan, Final Land Use Plan, Final Zoning Plan, Final Multi-Modal Plan, Conceptual Grading Plan, Final Open Space and Trails Plan and Roadway Report dated May 28, 2021.

1.22 **“Gondola Connection”** shall mean the area designated as the “Gondola Connection” on the Final Development Plan.

1.23 **“Gondola/Ski Lift”** shall mean a transportation facility regulated by the Colorado Passenger Tramway Safety Board.

1.24 **“GCWSD”** shall mean Grand County Water and Sanitation District No. 1, a political subdivision of the State of Colorado.

1.25 **“Hazardous Material”** shall mean any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended (“CERCLA”), or the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.), as amended (“RCRA”), or any material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any material which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (pcbs), radon gas, urea formaldehyde, asbestos, lead or electromagnetic waves.

1.26 **“Interior Road Improvements”** shall mean all private interior subdivision roads, driveways and related improvements which provides vehicular access to abutting properties without undue hazard to public property or residents and is not owned or maintained by the Town.

1.27 “**JAC**” shall mean JAC Colorado II, LLC, a Colorado limited liability company, its successors and assigns in title and interest to the Cooper Creek Village Property and the portions of the Cooper Creek North Parcels it owns.

1.28 “**Master Owners Association**” shall mean one or more master owners associations formed and existing pursuant to C.R.S. §§ 38-33.3-101 *et seq.*, for the purpose of providing certain non-public services to the FDP Properties and/or the Project.

1.29 “**Overnight Accommodation Unit**” or “**OAU**” shall mean commercial bedroom and bathroom units arranged for short-term stays of less than thirty (30) days for rent that contain a lobby on the premises. Examples of this use category include bed and breakfast; hostel; hotel or motel and other uses that the Town’s planning director or his or her designee interprets to meet the characteristics of Overnight Accommodations. Short-term rental (see § 3-10 in the Town Code) is excluded from this definition.

1.30 “**Owners**” shall mean JAC, CCWP, SWP and WPT, and each of their successors and assigns. Each of the aforementioned entities shall be an “Owner.”

1.31 “**Parking Garage**” shall have the meaning ascribed thereto in the Parking Agreement.

1.32 “**Parking Agreement**” shall have the meaning set forth in Section 5.3.

1.33 “**Passive Open Space**” shall have the meaning set forth in Section 7.1.

1.34 “**Phase**” shall mean any portion of the Project identified by Developer from time to time for development of Public Improvements which comply with the development standards stated in the Final Development Plan.

1.35 “**Picnic Shelter**” shall mean any pavilion structure located in a dedicated park area or non-dedicated open space area intended to provide a covered shelter for use by visitors for dining, seating, grilling and access to permanent restrooms.

1.36 “**Planning Area**” shall be a planning area shown on the Final Development Plan.

1.37 “**Private Active Open Space**” shall mean any Active Open Space that is not Public Active Open Space.

1.38 “**Project**” shall mean the mixed-use commercial and residential development featuring single-family residences, multi-family residences, lodging, commercial uses, roads and streets, utilities, trails, parks, open space, and other amenities as more fully described in the Final Development Plan.

1.39 “**Public Active Open Space**” shall mean the Dedicated Trails.

1.40 “**Public Improvements**” shall mean any drainage ditch, roadway, parkway, sidewalk, pedestrian way, tree, lawn, off-street parking area, lot improvement, or other facility for which the local government may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which local government responsibility is established. All such improvements shall be properly bonded for or secured by a letter of credit or other acceptable legal instruments.

1.41 **“Real Estate Office and Design Center”** shall mean an office establishment used for advertising and executing the first-time sale of on-site property interests.

1.42 **“Recreational Amenities”** shall mean facilities operated in conjunction with CSF intended to provide recreational or other leisure opportunities for guests of, customers of or visitors to businesses located within CSF on the FDP Properties and shall include, without limitation, plazas, skating rinks, cultural and community centers, indoor and outdoor water parks, swimming pools and hot tubs, sledding hills, playing fields, and indoor and outdoor tennis and other racquet sport facilities.

1.43 **“Roadway Report”** shall mean the Roadway Report included with the Final Development Plan.

1.44 **“Service Plan”** shall mean that certain Consolidated Service Plan for Cooper Creek Village Metropolitan District Nos. 1, 2, 3, 4 and 5 submitted contemporaneously to the Town Council with this FDP and the Annexation Agreement.

1.45 **“SFE Equivalent”** shall mean the amount of water, measured by volume over a period of time (i.e., acre-feet per year or gallons per day), that is required to satisfy the water demand for a single-family residential unit, as determined by GCWSD.

1.46 **“Single Track Trail”** shall mean the area designated as Single Track Trail on the Final Open Space and Trails Plan, which provides access to Beavers Village Condominiums and the Ice Hill trail and connects to the Ski Trail Connection throughout the Cooper Creek Village Property as depicted on the Final Open Space and Trails Plan.

1.47 **“Single Track Trail Easement Area”** shall mean a relocatable easement area that is comprised of a minimum ten foot (10') wide trail, together with additional widths for cuts, fills and/or retaining walls necessary for the safe establishment of the Single Track Trail, the final dimensions of which shall be determined at the time of final design and construction and confirmed upon the filing of the final subdivision plat of a portion or portions of the FDP Properties that includes the Single Track Trail segment. Any roads and utilities crossing the Single Track Trail Easement Area will be located within a dedicated access and utility easement determined at the time of final subdivision platting.

1.48 **“Ski Trail Connection”** shall mean the trail area designated as “Ski Trail Connection” on the Final Open Space and Trails Plan. The Ski Trail Connection consists of all cuts, fills, grading, drainage improvements, bridge crossings and surface preparation necessary or appropriate to locate the trail within the Ski Trail Connection Easement Area.

1.49 **“Ski Trail Connection Easement Area”** shall mean a relocatable easement area that is comprised of a minimum twenty foot (20') wide trail, together with additional widths for cuts, fills and/or retaining walls necessary for the safe establishment of the Ski Trail Connection, the final dimensions of which shall be determined at the time of final design and construction and confirmed upon the filing of the final subdivision plat of a portion or portions of the FDP Properties that includes the Ski Trail Connection segment. Any roads and utilities crossing the Ski Trail Connection Easement Area will be located within a dedicated access and utility easement determined at the time of final subdivision platting.

1.50 **“Sports Courts”** shall mean outdoor hard surface areas located in designated park areas intended for use by park visitors for recreational athletic uses.

1.51 **“Sports Fields”** shall mean any field or land area located in designated park areas intended for use by park visitors for organized and unorganized recreational athletic uses. Sports Fields do not include golf courses but may include disc golf courses.

1.52 **“SWP”** shall mean Station WP, LLC, a Colorado limited liability company, its successors and assigns in title and interest to the Cooper Creek South Parcel.

1.53 **“Town”** shall mean the Town of Winter Park, a Colorado municipal corporation.

1.54 **“Town Code”** shall mean the Winter Park Town Code.

1.55 **“Town Council”** shall mean the Winter Park Town Council.

1.56 **“Transit Center/Bus Station”** shall mean a centralized sheltered waiting area where public transportation routes converge for arrival, staging and departure of multimodal transportation systems, including walking, bicycling, riding feeder public transportation systems (e.g., taking the bus to connect to a Gondola/Ski Lift), and driving.

1.57 **“Unit”** shall mean either a DU or an OAU and the term **“Units”** shall mean more than one DU, more than one OAU, or a combination of DUs and OAUs.

1.58 **“Vested Property Rights”** shall have the meaning set forth in Section 10 and as further provided in the Annexation Agreement.

1.59 **“WCJ”** shall mean WCJ Holdings, LLC, a Colorado limited liability company, the master developer of the Project, its successors and assigns.

1.60 **“WPT”** shall mean Winter Park Tower, Limited Liability Company, a Colorado limited liability company, its successors and assigns in title and interest to the portion of the Cooper Creek North Parcels it owns.

Section 2. Nature of Final Development Plan. This Final Development Plan shall be binding and regulatory upon the Town, Owners, Developer, the Districts, the FDP Properties, and the Project. Pursuant to C.R.S. § 24-68-102.5(1) the Town Council intends that this Final Development Plan will be designated as a “Site Specific Development Plan” as that term is defined in C.R.S. § 24-68-102(4)(a) and the Town Code. The Final Development Plan vests property rights for a period in excess of three (3) years as warranted by all relevant circumstances, including, but not limited to, the size and phasing of the Project, economic cycles, and market conditions. Any breach by the Town, Owners, Developer or the Districts of this Final Development Plan shall also constitute a breach of the Annexation Agreement and any non-breaching party(ies) shall be subject to all rights and remedies set forth in the Annexation Agreement.

Section 3. Land Use. The Final Development Plan was submitted to the Town in accordance with Title 7, Chapter 7 (P-D Planned Developments) of the Town Code, and specifically in accordance with Section 7-7-5-2, which addresses final development plan application review procedures in connection with annexation of qualified territory. The FDP Properties and the Project shall be subject to all provisions of the Town Code except as expressly modified by the terms and conditions of the Annexation Agreement or the Final Development Plan, as applicable. In the event of an irreconcilable conflict

between or among the terms and conditions of the Town Code, the Final Development Plan, and/or the Annexation Agreement, the terms and conditions of the Final Development Plan and the Town Code shall apply and control in that order.

Section 4. Zoning.

4.1 RC, DC, and Open Space/Forestry Zone Districts. In addition to any other existing overlay districts within which the FDP Properties may be located, the FDP Properties shall be zoned RC (Residential-Commercial District) and DC (Destination Center District) as modified by the Final Development Plan; specifically, the Cooper Creek Village Property shall be zoned RC and DC with an FDP overlay, and the Cooper Creek South Parcel and the Cooper Creek North Parcels shall be zoned DC with an FDP overlay. The acreage and boundaries of the Planning Areas depicted on the Final Development Plan are preliminary and subject to change as more detailed planning for the FDP Properties progresses. The acreage of any Planning Area may be increased or decreased by up to ten percent (10%) of the total Project acreage in the discretion of JAC or Developer and no amendment of the Final Development Plan shall be required as a result of such increase or decrease; provided, however, that other than permitted density transfers described in Section 5.1 of this Agreement, no other density transfers shall be permitted in connection with a permitted increase or decrease in the acreage of a Planning Area, and all subdivision lot line adjustments resulting from an increase or decrease in the acreage of a Planning Area are subject to Town approval through the exemption plat process before adjustment of the acreage of the Planning Area. The final acreage of each Planning Area shall be determined at the time of final subdivision platting of all portions of that Planning Area.

4.2 Continuation of Current Use. Notwithstanding any provision of the Final Development Plan or the Town Code to the contrary, all existing residential and commercial uses shall be permitted to continue on the FDP Properties until such time as construction is commenced on such portion of the FDP Properties and all or any portion of FDP Properties shall be permitted to be used for Agricultural or forestry purposes until such time as construction is commenced on such portion or portions of the FDP Properties.

4.2.1. Signage. Notwithstanding any provision of the Final Development Plan or the Town Code to the contrary, all existing signage located on the Cooper Creek South Parcel and the Cooper Creek North Parcels shall be permitted to continue unaltered until the improvements thereon are raised or destroyed. Upon such event on any portion of the Cooper Creek South Parcel Cooper or the Creek North Parcels, any alterations or modifications to existing signage must conform with the applicable sign regulations of the Town.

Section 5. Densities and Land Uses.

5.1 Overall Densities. Developer shall have the right to develop within the Cooper Creek Village Property up to the maximum CSF, OAU and DUs permitted by the Final Development Plan. Developer shall have the right to develop within the Cooper Creek South Parcel and the Cooper Creek North Parcels up to the maximum CSF (inclusive of redevelopment of existing properties), OAU and DUs permitted by the Final Development Plan. Affordable housing units, including the deed restricted units as stated in the Annexation Agreement, shall be excluded from the maximum densities outlined above and permitted under the Final Development Plan. The area occupied by Recreational Amenities shall be credited as an open area when calculating maximum building coverage ratios permitted within the FDP Properties. Land use densities within Planning Areas defined by the Final Development Plan may be increased or decreased so long as sufficient roadway, water and sewer capacity is available. Up to 10% of

permitted density within a Planning Area may be transferred to other Planning Areas without requiring an amendment of the Final Development Plan so long as total densities do not exceed the maximum densities permitted by the Final Development Plan and an updated density chart be provided to the Town for administrative approval prior to completion of the density transfer. Notwithstanding the foregoing, however, any density transfers from Planning Area SPA-3 or Planning Area SPA-4 to another Planning Area shall be deemed to include transfer of the corresponding obligation to provide the percentage of deed-restricted “Attainable Dwelling Units” within the density transfer’s receiving site as more particularly described in [Section 6.4.2.2 of](#) the Annexation Agreement.

5.2 Land Use Summary Matrix. Subject to the terms of Section 5.1, the FDP Properties may only be developed consistent with the Land Use Summary Matrix of the Final Development Plan, which governs the uses and densities allowed in each Planning Area of the Project.

5.3 Parking. Parking requirements shall comply with Winter Park Standards and Specifications for Construction Section 3.9.3, and all uses under the Final Development Plan shall satisfy the Town Code’s parking requirements. In addition, certain parking requirements for the densities contemplated in Section 5.1, and specifically for the parcels owned by CCWP known as the Cooper Creek Square Shopping Center, are addressed in that certain Parking Garage Agreement dated September 2, 2015, and recorded at Reception No. 2021004361 in the Grand County, Colorado public records (the “**Parking Agreement**”). The Parking Agreement provides that CCWP as the owner of the Cooper Creek Square Shopping Center has the right to use 215 unallocated and undesignated parking spaces within the Parking Garage pursuant to the terms of the Parking Agreement. The Town agrees that any excess unallocated and undesignated parking spaces not necessary to satisfy Cooper Creek Square Shopping Center parking requirements may be allocated by CCWP to other properties in the area, including Crestview Place Condominiums and Winter Park Station, which are not part of the FDP Properties. If CCWP (who may act by and through Developer) proposes to allocate any of CCWP’s excess unallocated and undesignated parking spaces within the Parking Garage, CCWP shall provide the Town with a parking allocation report that illustrates how excess unallocated and undesignated parking spaces are proposed to be allocated toward satisfaction of parking requirements for each respective use and project proposed, and the proposed modifications to the Parking Agreement necessary to memorialize those allocations. Any necessary modifications to the Parking Agreement shall be subject to the Town’s approval and completed prior to final platting of the applicable portion of the FDP Properties. In the event of any conflict between the Parking Agreement and the Parking Agreement amendment described in this Section 5.3, the Parking Agreement amendment described in this Section 5.3 amendment shall control. CCWP acknowledges and agrees that consent from third-parties with legally protectable interests will be required should any such third-parties be adversely affected by any revised or updated parking allocation.

5.4 Non-Jurisdictional Wetlands. Areas of the FDP Properties which constitute “wetlands” (as that term may be defined in the Corps of Engineers Wetlands Delineation Manual dated January 1987) that are not subject to jurisdiction under the Clean Water Act, shall not be developed except in conjunction with required 1:1 mitigation reasonably approved by the Town at the time of site plan application. Notwithstanding the foregoing, however, any roads, trails and utilities crossing such non-jurisdictional wetland areas shall be permitted without mitigation and will be located within a dedicated access and utility easement determined at the time of final subdivision platting.

5.5 Indoor-~~House~~ Water Use Only. Water service provided by GCWSD to the FDP Properties shall be solely for indoor-house uses only and that water may not be used for any outdoor purpose whatsoever, including without limitation irrigation of lawns or landscaping, except that irrigation watering

shall be permitted for a period of two (2) years following installation of any landscaping or revegetation to promote establishment, and irrigation watering shall be permitted for Public Active Open Space, landscaped medians and entry monuments as approved by the Town and GCWSD in connection with final platting of those areas. In any event, any permitted outside watering shall be subject to use of drip or low volume landscape area-specific watering systems zoned and timed as approved by GCWSD. Developer shall give notice of this restriction to all purchasers of portions of the FDP Properties on the face of any plat for the FDP Properties and as part of any covenants prepared or developed for the same.

Section 6. Infrastructure Financing. In recognition of the extraordinary public infrastructure costs associated with development of the Project, including, without limitation, the Public Improvements, the Town and JAC have agreed to the establishment of certain mechanisms between the public and private sectors to accomplish the financing of the infrastructure contemplated by the Annexation Agreement. Such mechanisms as set forth in the Service Plan are hereby incorporated by reference.

Section 7. Open Space Dedication.

7.1 Active Open Space. Open space shall be land areas not occupied by buildings, structures, parking areas, driveways, streets or alleys. Open space shall be devoted to landscaping, planting, patios, walkways, recreational areas and facilities, and preservation of natural features, Recreational Amenities or structures and their Accessory Uses located in common recreation areas shall be considered open space as long as total impervious surfaces, including paving and roofs, constitute no more than five percent (5%) of the total open space. Use of impervious pavers in natural open space areas is discouraged and the area of any impervious areas within such natural open space areas shall not count toward satisfaction of open space requirements. Notwithstanding the foregoing, the area of impervious surfaces included in open space consisting of plaza improvements shall not be subject to the limitation on total impervious surfaces described above, and shall not be deducted from the total open space area calculations. As described in the Final Development Plan, active open space areas ("**Active Open Space**") are planned throughout the Project and are to be located within the FDP Properties as depicted on the Open Space Plan. These areas shall include the public and private, paved and unpaved, non-motorized, multi-use recreational trails connecting the Project to Town and surrounding properties. All Active Open Space shall remain open and undeveloped, except for the recreational trails, buried utility systems, and other ancillary structures as may be constructed on or installed within Active Open Space areas in accordance with the Final Development Plan. Except as set forth below, the Public Active Open Space is to be public, as depicted on the Final Open Space and Trails Plan, and shall be dedicated to the Town for public use at the time of final subdivision platting of the portion or portions of the FDP Properties containing such Public Active Open Space. The Town shall accept and thereafter own, operate, and maintain the Public Active Open Space for the benefit of the Town's citizens and guests as further provided below. Private Active Open Space shall be developed and conveyed to the Master Owners Association or the one or more Districts for the benefit of a specific neighborhood or portion of the Project. The Town shall not be responsible for the maintenance of Private Active Open Space, but the Town will include Private Active Open Space in calculating overall community open space requirements for the Project. In consideration of JAC's conveyances of the Public Active Open Space, designation of Private Active Open Space and construction of Public Improvements in the Active Open Space, all in accordance with the terms of this Section, no additional public open space dedications or payments in lieu thereof, of any kind, type or sort, shall be required with respect to any portion of the Project. Without limiting the generality of the foregoing, individual subdivision submissions to the Town will not be required to independently satisfy the five percent (5%) public open space requirement of Town Code Section 8-3-10-B (or payment in lieu

thereof under Town Code Section 8-3-10-D) at the time of their approval or meet any other dedication or cash-in-lieu requirements that the Town may in the future impose.

7.1.1 Approximate Size and Public Infrastructure of Open Space. As depicted on the Final Open Space and Trails Plan, the Public Active Open Space shall include the following approximate acreage and Public Improvements.

7.1.2 Gondola Easement. As depicted on the Final Open Space and Trails Plan, JAC shall dedicate required easements for the proposed gondola. The easement shall include a width of 100'. The easement shall be granted contemporaneously with approval of the annexation of the Cooper Creek Village Property pursuant to the terms and conditions of the Annexation Agreement. Any roads and utilities crossing the Gondola connection easement area will be located within a dedicated access and utility easement determined at the time of final subdivision platting.

7.1.3 Ski Trail Connection. As depicted on the Final Open Space and Trails Plan, the Ski Trail Connection Easement Area shall include an area that is comprised of a minimum twenty foot (20') wide trail, together with additional widths for cuts, fills and/or retaining walls necessary for the safe establishment of the Ski Trail Connection, the final dimensions of which shall be determined at the time of final design and construction and confirmed upon the filing of the final subdivision plat of a portion or portions of the FDP Properties that includes the Ski Trail Connection segment. A bridge will be constructed over the Union Pacific Railroad right-of-way as required to accommodate the Ski Connection Trail. The bridge located within the Ski Trail Connection will be dedicated to the Town following completion and preliminary acceptance by the Town. One or more Districts shall construct or cause construction of the bridge, and the Town shall contribute \$800,000 towards the bridge's construction (the "Town's Contribution"). At the time the bridge is completed, the easement for the Ski Trail Connection within the Ski Trail Connection Easement Area shall be granted by JAC or its assigns, and the Town and the applicable District or Districts shall enter into a cost recovery agreement. The formula for collection and distribution of the Town's Contribution shall be determined pursuant to a development improvements agreement entered between the Town and JAC. The Town's Contribution shall be paid to JAC no later than two (2) years following completion of the bridge.

7.1.4 Easement Uses, Vacation and Reversion. All easements required by this Agreement shall be exclusive for the specific purpose contemplated by the easement, unless otherwise agreed by the Town in writing.

7.1.4.1 The easement for the Gondola Connection described in Section 7.1.2 shall be vacated and title to the real property encumbered by the Gondola Connection easement shall revert back to the legal title holder of the land underlying the Gondola Connection easement upon the first to occur of the following events:

7.1.4.1.1 If the Town has not [made good faith efforts to obtain](#) all required off-site easements for the construction and operation of the gondola within three (3) years following the Approval Date; or

7.1.4.1.2 If the Gondola/Ski Lift has not been constructed and completed within twenty (20) [years, or, if Developer's vesting is extended pursuant to the terms of the Annexation Agreement, within thirty \(30\) years](#) following the Approval Date.

7.1.4.2 The easement for the Ski Trail Connection described in Section 7.1.3 shall be vacated and title to the real property encumbered by the Ski Trail Connection easement shall revert back to the legal title holder of the land underlying the Ski Trail Connection easement upon the first to occur of the following events:

7.1.4.2.1 If the Gondola Connection easement is vacated in accordance with Section 7.1.4.1.1; or

7.1.4.2.2 If the Town does not cause the Ski Connection Trail to be constructed and completed within twenty (20), [or, if Developer's vesting is extended pursuant to the terms of the Annexation Agreement, within thirty \(30\)](#)-years following the Approval Date.

7.1.4.3 If the easements described in either Sections 7.1.2 and 7.1.3 are vacated, the Owners of the Cooper Creek Village Property shall be required to satisfy the Town's 5% public open space requirement associated to the area of the vacated easement as a condition of completing the vacation and reversion of title to the affected Owners.

7.2 Conveyance of Public Active Open Space.

7.2.1 General Dedication Requirement. Except as set forth below, each application for final subdivision plat approval of any portion of the FDP Properties which includes or borders a portion of the Public Active Open Space shall provide for the dedication of the entire area of that particular Public Active Open Space as public open space upon approval, execution and recordation of the subdivision plat, unless otherwise provided herein or agreed to by the Parties. Except for the Town, which shall be permitted to construct trail connections within the proposed easements for the Dedicated Trails, nothing contained herein shall be deemed to authorize any other person or party to enter upon any portion of the Public Active Open Space or use the same other than JAC or any other applicable Owner prior to creation and conveyance of the Public Active Open Space to the Town.

7.2.2 Conveyance of Public Trail System. The Dedicated Trails depicted on the Final Open Space and Trails Plan are conceptual in nature and are intended to ensure that key connections between the Town, existing neighborhoods, the Project, and surrounding properties are maintained. The Dedicated Trails shall include the following approximate locations, widths, and uses.

7.2.2.1 Ski Connection Trail. The Ski Connection Trail shall be improved and located within the relocatable Ski Trail Connection Easement Area that shall be comprised of a minimum twenty foot (20') wide trail, together with additional widths for cuts, fills and/or retaining walls necessary for the safe establishment of the Ski Trail Connection, the final dimensions of which shall be determined at the time of final design and construction and confirmed upon the filing of the final subdivision plat of a portion or portions of the FDP Properties that includes the Ski Trail Connection segment; provided, however, that the portion of the Ski Connection Trail that consists of the bridge over the Union Pacific Railroad right-of-way will be dedicated to the Town following completion and preliminary acceptance by the Town. Neither Owners, as applicable, nor Developer shall be responsible for paying for the cost, for the design, construction, and maintenance of the Ski Connection Trail.

7.2.2.2 Single Track Trail Easement. The Single Track Trail shall be situated within the Single Track Trail Easement Area and dedicated to the Town following completion and preliminary

acceptance of the bridge over the Union Pacific Railroad right-of-way. The Single Track Trail Easement Area shall be flagged in the field for Town review not later than preliminary acceptance of the dedication of the Single Track Trail. The final dimensions and alignment of the Single Track Trail Easement Area shall be confirmed not later than preliminary acceptance of the bridge over the Union Pacific Railroad right-of-way. The Town shall be responsible, at its sole cost, for the design and construction of any improvements in the Single Track Trail Easement Area. JAC may, in connection with development of the Project and in its sole discretion, may make minor adjustments up to five feet (5') in any direction to the location of any portion of the Single Track Easement Area without Town approval, provided that all other changes shall require the Town's written approval through an administrative review process. In the event JAC relocates any portion of the Single-Track Trail Easement Area, relocation of the affected portion of the Single Track Trail shall be at the sole cost of JAC or the Districts and JAC shall be responsible for causing the recorded instruments governing the Single-Track Trail Easement Areas to be amended to reflect such relocation.

7.2.3 Study of Trail Corridors. JAC and the Town shall flag the rough locations of the Dedicated Trails. Upon completion of field verification and within 90 days, JAC shall convey to the Town, one or more relocatable easements for the location, construction, improvement, maintenance, repair, and replacement of the Dedicated Trails. More specific alignments of the Dedicated Trails within each portion of the FDP Properties will be determined at the time of first final subdivision platting of any portion of the Project, and those alignments shall be depicted on the applicable final subdivision plat(s), subject, however, to an appropriate plat note indicating the relocatable nature of the easement containing the Dedicated Trails. Actual field-constructed alignments of the Dedicated Trails will be evaluated at the time of construction against site constraints such as wetlands, steep slopes, and rock outcroppings, and following construction, the Dedicated Trails may thereafter be relocated from time to time to facilitate forest management, construction, and maintenance activities so long as reasonably equivalent substitute trails are provided. In the event that any change in the as-constructed location of the Dedicated Trails occurs such that the Town's then-current easement grant does not include the as-constructed location of the Dedicated Trails, or any portion thereof, then JAC shall amend the Dedicated Trails Easement as necessary to grant the Town comparable easement rights for the as-constructed location of the Dedicated Trails.

7.3 Uses. Recreational facilities within the Active Open Space, including parking lots and restrooms, and all utilities and infrastructure shall be a Use by Right. The Town shall maintain facilities located within Dedicated Trails and Public Active Open Space.

7.4 Passive Open Space. As described in the Final Development Plan, passive open space areas ("**Passive Open Space**") is private property that will be designated throughout the Project to provide for the preservation of significant environmental features and, in certain locations, used to define and separate development areas within a Planning Area. Passive Open Space may only be used for wetland mitigation, utility crossings and drainage facilities and may not be occupied by buildings, structures, parking areas, driveways, streets or alleys. Passive Open Space shall be conveyed to either the Master Owners Association or a District, which shall be responsible for maintenance of the Passive Open Space.

Section 8. Subdivision Platting of Property

8.1 Development in Phases. Due to the size and complexity of the development contemplated by the Final Development Plan, the time required to complete development, and the possible impact of economic cycles and varying market conditions which will occur during development of the Project, the Town acknowledges and agrees that development of the Project may proceed in Phases.

8.2 Subdivision of Phases. The Town shall process approval of the subdivision plat(s) presented by JAC in accordance with this Final Development Plan, the Town's Subdivision Regulations (Title 8 of the Town Code), the Town's Design Review Regulations and Guidelines (Title 6, Chapter 3 of the Town Code), the Town's Landscape Design Regulations and Guidelines and all other Town ordinances and regulations which are in effect and uniformly applied throughout the Town's municipal boundaries as of the date of final approval of the Final Development Plan, except to the extent such ordinances and regulations conflict with the terms and conditions of the Final Development Plan, in which case the terms and conditions of the Final Development Plan shall control. A master wildlife mitigation study shall be performed to analyze the overall impact of the proposed development on wildlife in addition to the plat-specific analysis. Without limiting the generality of the foregoing, a wildlife evaluation will be completed with each plat in order to minimize impacts to wildlife associated with development of that subdivision. Wildlife studies shall include recommendations for design parameters and management techniques to avoid, minimize, and mitigate impacts on wildlife. Town Staff may require wildlife protection standards to be incorporated as a condition of approval on any final plat application in accordance with the recommendations in such study.

8.3 Re-Subdivision of Previously Approved Subdivision Plats. The Town acknowledges and agrees that certain portions of the Project described in the Final Development Plan are permitted to be developed with multiple-family structures. The Town further acknowledges and agrees that pursuant to the Final Development Plan, these areas are permitted to be subdivided and further re-subdivided into a total number of lots and/or units equal to the approved number of DUs and OAU's designated in the Final Development Plan.

Section 9. Reimbursement for Off-Site Improvements. It is anticipated that Adjacent Projects may, in the future be developed in such a manner and at such an intensity of use which may require such properties to utilize certain off-site Public Improvements constructed by the one or more Districts, and more fully described in the Annexation Agreement. All cost recovery reimbursement shall be subject to compliance with Title 9 of the Town Code.

Section 10. Enforcement, Assignment of Rights and Obligations. The rights and obligations of the Town and JAC under the Final Development Plan shall be enforceable and assignable as follows:

10.1 Right to Enforce the FDP. The provisions of the Final Development Plan shall run in favor of the Town and shall be enforceable, at law or in equity, by the Town, any of the Owners, the Developer and the Districts.

10.2 Vested Rights. The Parties intend that the Vested Property Rights conferred by the Annexation Agreement shall attach to and run with the Owners in their capacities as landowners of the FDP Properties and Developer in its capacity as master developer of the Project. Thus, the Vested Property Rights granted by the Agreement and as further defined herein shall attach to and run with the FDP Properties and be enforceable by the Owners and their successors and assigns in interest as landowner(s) of all or any portion of the FDP Properties and shall further attach to and run with the FDP Properties and be enforceable by the Owners, Developer and their successors and assigns in interest. No assignment of the Vested Property Rights shall be required in order for any successor landowner to any Owner or any successor master developer to Developer to be a beneficiary of the Vested Property Rights. Any assignment of an Owner's rights in and to the Vested Property Rights in Owner's capacity as landowner and in Developer's capacity as master developer of the Project shall be made in accordance with Section 10.3 below.

10.3 Assignment of Rights and Obligations. Except as described above in Section 10.2, the rights and obligations set forth in this Final Development Plan are solely the obligations of the Owners and Developer and shall not, except as otherwise set forth in this Section 10.3, run with the land or inure to any purchaser of all or any portion of the FDP Properties. Notwithstanding the foregoing, the Owners and Developer may, in their sole discretion but with prior written notice provided to the Town, assign the rights or obligations, or any portion thereof, described in this Final Development Plan or in the Annexation Agreement to any third party, whether or not such third party obtains any interest in the FDP Properties. In the event of any such assignment and subsequent assumption by such third party, any Owner or Developer as assignor shall, as more fully described in such assignment, be relieved of any further liability with respect to the obligations of this Final Development Plan described in such assignment, and the assignee shall thereafter be liable for fulfillment of the assigned obligations. Any such assignment shall be immediately effective as against the parties thereto and the Town upon the recording of a written instrument evidencing such assignment in the real property records of Grand County, Colorado. Any assigning Owner or Developer shall notify the Town prior to any assignment pursuant to this Section 10.3, but the Town's consent to any such assignment shall not be required.

Section 11. Rights Which are Vested. As further provided in the Annexation Agreement, the entire Final Development Plan for the FDP Properties, including every provision of this Agreement and the Final Development Plan attached hereto as Exhibit 1, is hereby deemed a part of the Site-Specific Development Plan and any right of or benefit conferred upon the Owners, or any of them, and the Developer, as described herein shall constitute a Vested Property Right. Without limiting the generality of the foregoing sentence, the Vested Property Rights include the right of the Owners and Developer to submit and for the Town to process development applications in accordance with the procedures set forth in the Town Code, as amended. Any amendment to the Town Code approved after the Approval Date that creates generally applicable submittal requirements, procedural requirements, or approval criteria which conflict with the terms and conditions of the Agreement, the Final Development Plan, or the Town Code will not apply to the FDP Properties or the Project. In recognition of the size and complexity of the Project contemplated under the Final Development Plan, the time required to complete development, and the need for development to proceed in phases to account for the possible impact of economic conditions and economic cycles and varying market conditions during the course of development, the Owners have the right to develop the FDP Properties in such order and at such rate and at such time as the market dictates consistent with the Final Development Plan.

Section 12. Miscellaneous.

12.1 Amendments. This Agreement may be amended only with the prior written approval of all of the Parties and any such amendment shall be recorded in the Grand County, Colorado real property records.

12.2 Notices. Any notice required by this Agreement shall be in writing, addressed as follows:

If to the Town:

Town of Winter Park
50 Vasquez Road
Winter Park, CO 80482
Attn: Town Clerk

If to JAC, CCWP or SWP:

Charles J. Johnson
747 Sheridan Blvd., #7D
Lakewood, CO 80214

With a copy to:

Johnson & Repucci LLP
850 W. South Boulder Road, Suite 100
Louisville, CO 80027
Attn: Michael J. Repucci

If to WPT:

Robin Wirsing
P.O. Box 3233
Winter Park, CO 80482

If to District No. 1:

Cooper Creek Village Metropolitan District No. 1
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 2:

Cooper Creek Village Metropolitan District No. 2
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 3:

Cooper Creek Village Metropolitan District No. 3
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue. P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 4:

Cooper Creek Village Metropolitan District No. 4
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue. P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 5:

Cooper Creek Village Metropolitan District No. 5
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue. P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

Notices will be deemed delivered and effective as follows: if given personally, when delivered to the Party to whom it is addressed; if delivered by overnight courier, the date upon which delivery is confirmed by such overnight courier; or if given by mail, five (5) days after a letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail.

12.3 Entire Agreement. This Agreement constitutes the entire and final understanding among the Parties with respect to the subject matter hereof, other than the FDP and subsequent development improvement agreements affecting the FDP Properties. This Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

12.4 Assignment. Any Owner may assign to one or more successor developers or a District all or any part of its obligations and rights under this Agreement in accordance with the terms and conditions of this Agreement, any applicable service plan for the District, and applicable law. A District may assign to one or more additional metropolitan districts all or any part of its obligations and rights under this Agreement in accordance with the terms and conditions of this Agreement, any applicable service plan for the District, and applicable law. Where used in this Agreement or in the FDP, the term "JAC," "CCWP," "SWP," "WPT" or "District" shall also mean any of the lawful successors or assigns of JAC, CCWP, SWP, WPT and/or the District, and all such successors and assigns shall be bound by and have the right to enforce this Agreement.

12.5 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall, unless amended or modified by mutual consent of the Parties, continue in full force and effect.

12.6 Third Parties. There are no intended third-party beneficiaries to this Agreement.

12.7 Conflict with Other Provisions of the Town Code. In the event any provision of this Agreement conflicts with any provision of the Town Code, this Agreement shall control the determination of the rights and obligations of the Parties with respect to such conflicting matter.

12.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

12.9 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Grand County, Colorado.

12.10 No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

12.11 Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-1 0-10 I, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

for work negligently or defectively performed.

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

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COOPER CREEK WP, LLC, a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of Cooper Creek WP, LLC, a Colorado limited liability company, on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

STATION WP, LLC, a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of Station WP, LLC, a Colorado limited liability company, on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

**COOPER CREEK VILLAGE METROPOLITAN
DISTRICT NO. 2,**
a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day
of _____, 2022, by _____ as _____ of Cooper Creek Village
Metropolitan District No. 2, a quasi-municipal corporation and political subdivision of the State of
Colorado.

My Commission expires:

(S E A L)

Notary Public

EXHIBIT 1

FINAL DEVELOPMENT PLAN

DISTRICTS AND USES

LAND USE TABLE

P=Permitted S=Special Use L=Limited Use Blank=Not Allowed

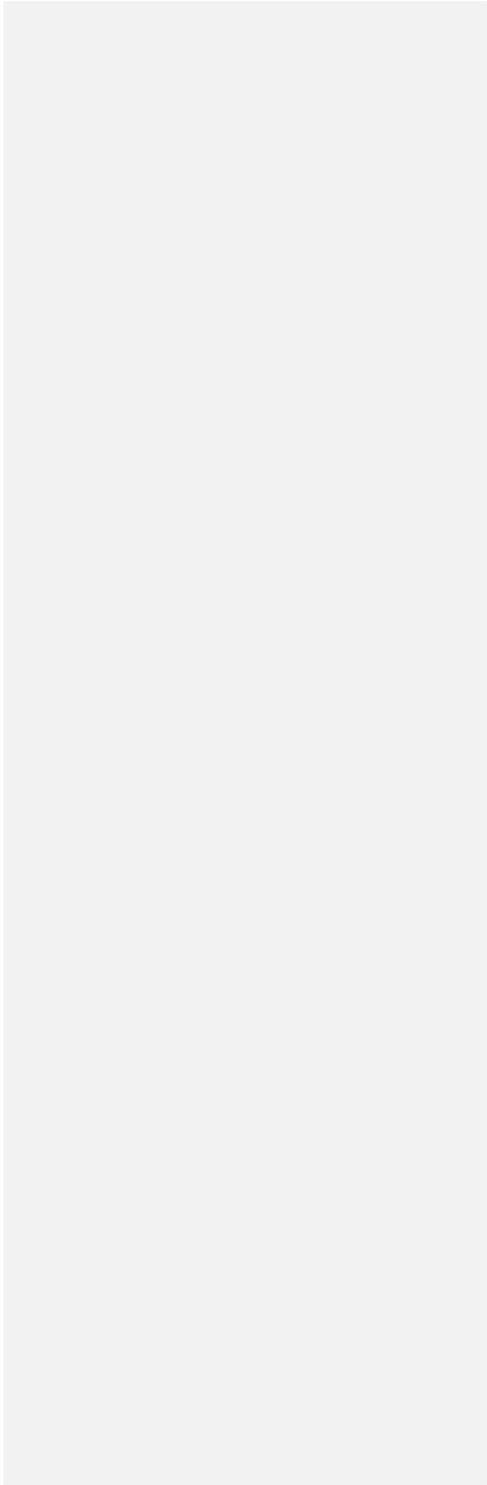
Note: The approval procedures in the Unified Development Code must be followed for all uses.

All procedures in the Unified Development Code are applicable.

USE	Residential	Mixed Use	Public Open Space
RESIDENTIAL USES			
Single Family Detached Dwelling			
Site Built Dwelling or Modular Home	P	P	
Zero Lot Line Homes	P	P	
Single Family Attached Dwelling	P	P	
Duplex	P	P	
Townhouse	P	P	
Multiple-Family			
Apartment	P	P	
Multiplex	P	P	
Assisted Living Facility	P	P	
Live-Work Unit	P	P	
Residential Accessory Uses			
Accessory Structures	P	P	
Accessory Dwelling Unit	P	P	
Greenhouse (Personal)	P	P	
Home Occupation	L	L	
On-Site Employee Housing	P	S	
Outdoor Storage Area	S	S	
Outdoor Swimming Pool	P	P	
Real Estate Sales Office and Design Center	P	P	
Overnight Accommodations			
Bed and Breakfast	L	L	
Campground with Overnight Accommodations			
Hostel		L	
Hotel or Motel		P	
Short-Term Rental	L	L	
Agricultural			
Nursery (Retail)			
Stable (Public)			
Agricultural Accessory			
Farm Stand			P
Animal, Crop, and Farm Equipment Storage			
Commercial, Civic, and Institutional			
Convenience Store and Gasoline Station	S	S	
Vehicle Parts, Sales, Rental and Leasing		S	

Adult Day Care		P	
Art Gallery and Studio		P	
Clinic, Medical Lab, or Urgent Care		L	
Club or Lodge		P	
Community Garden	P	P	P
Daycare Facility	P	P	
Library		P	
Museum		P	
Park or Playground	P	P	P
Passenger Terminal		P	P
Place of Public Assembly	L	L	
Plaza	P	P	P
Public Service Facility	P	P	L
School, Primary or Secondary	P	P	
Special Event	S	S	S
Commercial and Service			
Bank/Credit Union	P	P	
Bar/Tavern	P	P	
Brewing/Distillery/Winery Production w/ on premise consumption	P	P	
Commercial Amusement, Indoor		P	
Commercial Amusement, Outdoor		P	
Farmer's Market	P	P	
Kennel	S	S	
Marijuana-Related Uses	L	L	
Personal Services	P	P	
Restaurant	P	P	
Retail Sales	P	P	
Veterinary Services, Small Animal	P	P	
Non-Residential and Mixed-Use Accessory			
Accessory Structures	L	L	L
Drive-Through Facility	L	L	
Garden Center	L	P	
Mobile Vending	S	S	S
Outdoor Display & Sales	L	L	
Refuse Containers	P	P	P
Vehicle Wash	L	L	
Office			
Professional Office	P	P	
Medical Office	P	P	
Parking, Free-Standing			
Parking Lot or Parking Garage (Commercial)		S	
Parking Lot (Off-Site)		S	
Industrial			
Rock Crushing	S	S	S
Bus Storage			
General Utilities			

Utility, Major	S	S	S
Utility, Minor	P	P	P
Renewable Energy Uses			
Solar Energy, Accessory	P	P	P
Wind Energy, Accessory	P	P	P
Geothermal Heat Exchange, Accessory	P	P	P
Telecommunications Uses			
Wireless Telecommunication Facility	S	S	S
Waste-Related Services			
Disposal/Recycling Facility			S
Transportation			
Transit Center/Bus Stations	P	P	P
Gondola/Ski Lift	P	P	P
Recreation			
Parks	P	P	P
Picnic Shelters	P	P	P
Sports Field	P	P	P
Sports Courts	P	P	P



DIMENSIONAL STANDARDS

The Land Use Summary provides a summary of the planning areas, proposed densities, commercial square feet and dwelling units per acre.

LAND USE SUMMARY

COOPER CREEK VILLAGE (CCV) PROPERTY

PLANNING AREA	USE	ACRES	PERCENT OF TOTAL	MAXIMUM RESIDENTIAL DENSITY DU/AC	MAXIMUM # OF RESIDENTIAL UNITS	MAXIMUM# OF LODGING UNITS	MAXIMUM COMMERCIAL SQ. FT.
NORTH VILLAGE							
NPA-1	RESIDENTIAL	3.8	7.2%	20	76		
NPA-2	RESIDENTIAL	1.1	2.1%	20	22		
SOUTH VILLAGE							
SPA-3	RESIDENTIAL	11.3	21.5%	20	225		
SPA-4	RESIDENTIAL	4.8	9.2%	20	97		
EAST VILLAGE							
EPA-5	MIXED USE	8.0	15.2%	28	223	200	15,000
EPA-6	RESIDENTIAL	6.3	12.0%	15	95		
WEST VILLAGE							
WPA-7	RESIDENTIAL	7.9	15.1%	5	40		
WPA-8	RESIDENTIAL	1.1	2.1%	20	22		
OPEN SPACE							
PA-9	PUBLIC OPEN SPACE	4.7	8.9%				
	PRIVATE PASSIVE OPEN SPACE	1.6	3.0%				
	R.O.W.	2.0	3.8%				
TOTAL		52.5	100.0%		650*	200*	15,000*

Commented [JS1]: 11.3x20=226

Commented [JS2]: 4.8x20=96

Commented [JS3]: 8.0x28=224

Commented [JS4]: What R.O.W is this referring to?

Commented [JS5]: This column adds up to 52.6

Commented [JS6]: This column adds up to 100.1%

COOPER CREEK SOUTH PARCEL (CCS) & COOPER CREEK NORTH PARCELS (CCN)

PLANNING AREA	USE	ACRES	% OF TOTAL	MAXIMUM RESIDENTIAL DENSITY DU/AC	MAXIMUM # OF RESIDENTIAL UNITS	MAXIMUM # OF LODGING UNITS	MAXIMUM COMMERCIAL SQ. FT.
CCS PA-1	MIXED USE	2.7	40.9%	40	108	200	25,000
CCN PA-2	MIXED USE	3.9	67.2%	40	156	320	75,000
TOTAL		5.8	100.0%		225*	520*	100,000*

Commented [JS7]: Add footnote that this includes existing square footage of Cooper Creek Shopping Center

Commented [JS8]: This column adds up to 6.6

Commented [JS9]: This column adds up to 108.1%

Commented [JS10]: Need to add footnote explaining how the 10% change in planning area acreage and 10% density transfer affects the maximum # of residential units column.

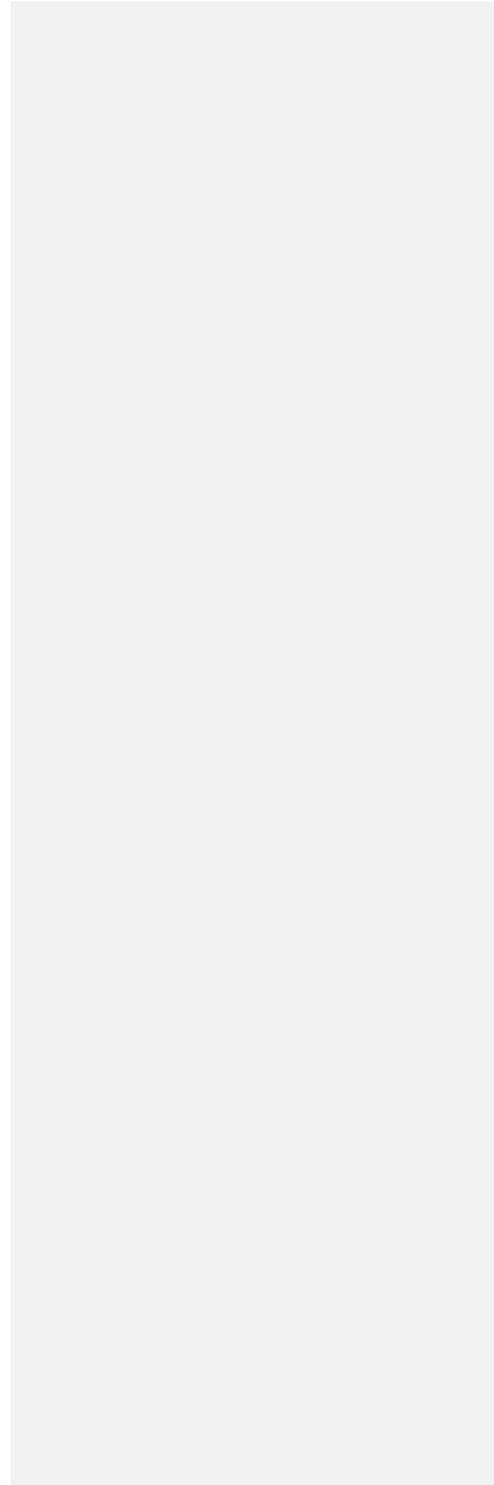
* REPRESENTS MAXIMUM ALLOWED TOTAL DWELLING UNITS PER THIS FDP. THE MAXIMUM # OF RESIDENTIAL UNITS COLUMN IS THE MAXIMUM DENSITY PERMITTED FOR EACH PLANNING AREA. THE TOTAL NUMBER OF UNITS MAY NOT EXCEED 650 RESIDENTIAL UNITS WITHIN COOPER CREEK VILLAGE PROPERTY AND 225 RESIDENTIAL UNITS WITHIN COOPER CREEK SOUTH AND COOPER CREEK NORTH PARCELS.

* REPRESENTS MAXIMUM ALLOWED TOTAL UNITS/SQ. FT. PER THIS FDP. TOTAL NUMBER OF UNITS MAY NOT EXCEED 650 RESIDENTIAL UNITS WITHIN COOPER CREEK VILLAGE PROPERTY AND 225 RESIDENTIAL UNITS WITHIN COOPER CREEK SOUTH AND COOPER CREEK NORTH PARCELS.

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C-1

COOPER CREEK VILLAGE & SQUARE
FINAL DEVELOPMENT PLAN



DIMENSIONAL STANDARDS TABLE

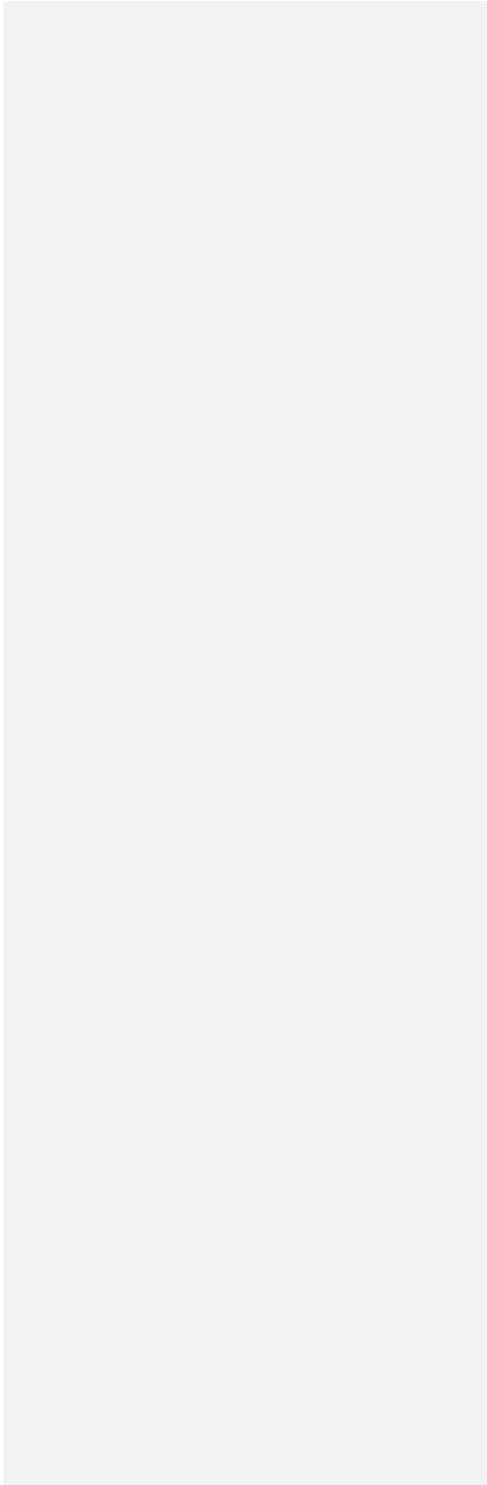
Planning Area	Residential Minimum Lot Size		Maximum Building Height (1)		Front Setback (2)	Side Setback	Rear Setback	Max. Building Coverage
	SFD	SFA & Townhomes	SFD, SFA & Townhomes	MF				
CCS PA-1	1,250 sf	1,250 sf	40 feet	75/55 Feet (5,11)	0 feet (3)	0 feet	0 feet	Note 12
CCN PA-2	1,250 sf	1,250 sf	40 feet	75 feet (11)	0 feet (3)	0 feet	0 feet	n/a
NPA-1	1,250 sf	1,250 sf	40 feet (12)	50 feet	5 feet (3)	5 feet	5 feet	Note 6, 7, 8
NPA-2	1,250 sf	1,250 sf	40 feet	50 feet	5 feet (3)	5 feet	5 feet	Note 6, 7, 8
EPA-5	1,250 sf	1,250 sf	40 feet	75/55 feet (5,11)	0 feet (3)	0 feet	0 feet	n/a
EPA-6	1,250 sf	1,250 sf	40 feet	50 feet	10 feet (3)	5 feet	10 feet	Note 6, 7, 8
SPA-3	1,250 sf	1,250 sf	40 feet	50 feet	10 feet (3)	5 feet	10 feet	Note 6, 7, 8
SPA-4	1,250 sf	1,250 sf	40 feet	50 feet	10 feet (3)	5 feet	10 feet	Note 6, 7, 8
WPA-7	3,500 sf	1,250 sf	40 feet	50 feet	10 feet (3)	5 feet	10 feet	Note 6, 7, 8
WPA-8	3,500 sf	1,250 sf	40 feet (14)	50 feet (14)	10 feet (3)	5 feet	10 feet	Note 6, 7, 8
PA-9	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Commented [JS11]: This should be in the Maximum Building Height column and not in Building Coverage

Dimensional Standards Table Notes

- As defined in the Town of Winter Park Ordinance 324, Series of 2002, as amended
- Front setback measured from right of way or private access easement.
- Public Right-of-Way: Front loaded garages shall be a minimum of 20 feet from the public right-of-way. Side loaded garages may have 10-foot front setback from the right-of-way. Front loaded and side loaded garages located on a public right-of-way shall have a 20-foot minimum parking apron that is measured from face of garage to edge of property line adjacent to the public right-of-way.
- Private Right-of-Way or Access Easement: Front loaded or rear loaded garages from private drives shall be a maximum of 5 feet from the property line or 20 feet from the property lines based on approved setbacks for the Planning Area. Lots with unique topographic and/or geometric configurations, the garage can be a maximum of 7 feet from the property line if at least one portion of the garage remains at 5 feet from the property line. Side loaded garages shall have a 20-foot minimum parking apron that is measured from face of garage to edge of property line. Side loaded garages may have a 10-foot setback from private right-of-way or access easement.
- Building height shall be a maximum of 75 feet for structures that allocate a minimum of 60% of the units as Overnight Accommodation Units (OAUs) with amenities acceptable to the Town. Maximum building height for multi-family projects that do not contain OAUs shall be 55 feet.
- Planning areas that contain attached single-family dwelling and multifamily (townhomes, condominiums, apartments) shall have 60% maximum building coverage requirement. Individual lots shall not be required to meet building coverage requirements. Mixed attached and detached units in the same planning area shall have 85% building coverage requirement. Setbacks and maximum building coverage requirements for mixed use developments shall be based on the requirements which apply to the dominant use on the first floor. (Refer to the Unified Development Code)
- Planning areas that contain detached single-family dwellings on lots less than 10,000 sq. ft. shall have a maximum building coverage of 40%. Individual lots shall not be required to meet building coverage requirements. Mixed attached and detached units in the same area shall have a maximum building coverage of 50%.
- Planning areas that contain detached single-family dwellings on lots greater than 10,000 sq. ft shall have a maximum building coverage of 50% on each individual lot.

9. Side yard setbacks shall not apply to Multifamily buildings and single family attached units with a common wall.



10. There shall not be a minimum lot frontage requirement for residential uses. For commercial uses refer to the Unified Development Code.

11. Build to ~~Lines~~ lines shall apply to public right-of-way frontage. The build to line shall be measured from the public right-of-way. Buildings greater than 55 feet in height should not exceed 40 feet at the ~~Build~~ build to ~~Line~~ line. Buildings may increase to 75 feet within a bulk plane, defined by a 45-degree line cast from any point above the 40 feet ~~Build~~ build to ~~Line~~ line.

12. Structures located within the hatched Restricted Development Area of CCS PA-1, shall not exceed a maximum building height of 55'. All other area within CCS PA-1, the 75' maximum building height standards (Note 11) shall apply. Refer to the Land Use Plan for approximate location.

13. A 20' landscape buffer will be required along the west side of Planning Area WPA-8 if structures exceed a maximum height of 35'. The bufferyard classification Type C outlined in the Unified Development Code shall apply.

14. Single family detached, single family attached, townhomes and multi-family located on corner lots shall have a minimum 10' side yard setback.

WILDLIFE PROTECTION STANDARDS

An important focus of the Cooper Creek Final Development Plan is to reduce impacts on the natural environment and animal communities that inhabit the area.

In addition to recommendations outlined in the 2007 Natural Resources Assessment, the following are additional mitigation recommendations. In accordance with Section 8.2 of the FDP, Town Staff may require wildlife mitigation measures to be implemented to minimize the impacts of new development on wildlife. Such mitigation measures may include, without limitation, the Town requiring use of one or more of the following management practices:

1. Protect locally important wildlife habitat areas such as the two natural tributary drainage corridors.
2. Maintain open travel corridors along the drainages when practicable. Minimize road crossings.
3. Minimize disturbance and stress to wildlife.
4. Kennel all domestic dogs.
5. Design hike/bike trails to avoid disturbance to potential foraging areas.
6. Require dogs on trails to be on a 6-foot or less leash.
7. Utilize and incorporate wildlife proof trash containers.

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the “**Agreement**”) is made as of this ____ day of _____, 2022 (the “**Approval Date**”), by and between the TOWN OF WINTER PARK, a Colorado home rule municipal corporation with an address of 50 Vasquez Road, P.O. Box 3327, Winter Park, Colorado 80482 (the “**Town**”), JAC COLORADO II, LLC, a Colorado limited liability company with an address of 747 Sheridan Blvd., #7D, Lakewood, Colorado 80214 (“**JAC**”), COOPER CREEK WP, LLC, a Colorado limited liability company with an address of 747 Sheridan Blvd., #7D, Lakewood, Colorado 80214 (“**CCWP**”), STATION WP, LLC, a Colorado limited liability company with an address of 747 Sheridan Blvd., #7D, Lakewood, Colorado 80214 (“**SWP**”), and WINTER PARK TOWER, LIMITED LIABILITY COMPANY, a Colorado limited liability company with an address of P.O. Box 3233, Winter Park, Colorado 80482 (“**WPT**”) (JAC, CCWP, SWP and WPT and their successors and assigns are sometimes hereinafter referred to individually as an “**Owner**”, and collectively as the “**Owners**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 2**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 3**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 4**”), and COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 5, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 5**,” and collectively with District No. 1, District No. 2, District No. 3 and District No. 4, the “**Districts**”) (collectively the “**Parties**” and each a “**Party**”).

RECITALS

A. JAC owns all of that certain real property legally described on Exhibit 1.1 attached hereto, which property is currently located in unincorporated Grand County, Colorado (the “**Cooper Creek Village Property**”).

B. The Winter Park Town Council (the “**Town Council**”) is the governing body of the Town, with the legal authority to approve annexation of unincorporated territory into the Town pursuant to the Colorado Municipal Annexation Act, C.R.S. §§ 31-12-101, *et seq.* (the “**Annexation Act**”) and to confer vested rights as defined in and pursuant to C.R.S. §§ 24-68-101, *et seq.* (the “**Vested Rights Act**”).

C. JAC has executed and filed with the Town eleven Petitions for Annexation of the Cooper Creek Village Property into the Town (collectively, the “**Petitions**”), which Petitions were found by the Town Council to be in substantial compliance with the requirements of the Annexation Act, and the Cooper Creek Village Property was found by the Town Council to be eligible for annexation under the Annexation Act.

D. JAC proposes to develop the Cooper Creek Village Property as a mixed-use commercial and residential development featuring single-family residences, multi-family

residences, hospitality and lodging, commercial uses, roads and streets, utilities, a gondola, recreational uses including trails, parks and open space, and other amenities (“**Cooper Creek Village**”).

E. In accordance with Title 7 of the Town Code of Winter Park, the Town’s Unified Development Code (the “**UDC**”), the Owners jointly submitted a Final Development Plan (the “**FDP**”) for the Cooper Creek Village Property and certain other real property known as the “**Cooper Creek North Parcels**” and the “**Cooper Creek South Parcel**” legally described on Exhibit 1.2 and Exhibit 1.3, respectively, attached hereto. The FDP includes with respect to the Cooper Creek Village Property, the Cooper Creek North Parcels and the Cooper Creek South Parcel (collectively, the “**FDP Properties**”), the FDP Narrative, Existing Conditions Plan, Final Land Use Plan, Final Zoning Plan, Final Multi-Modal Plan, Conceptual Grading Plan, Final Open Space and Trails Plan and Roadway Report. The FDP is an exhibit to that certain Development Guide Agreement by and between the Parties entered into contemporaneously with this Agreement (the “**Development Guide Agreement**”).

F. The Owners anticipate developing portions of the FDP Properties (the “**Project**”) at such time as financial resources and market conditions support each phase, in multiple phases (each, a “**Phase**”). Development of the FDP Properties will require the Owners and/or Districts to make substantial and extraordinary investments in on-site and off-site public improvements required to be completed in connection with development of the Project (the “**Public Improvements**”), as the same are more fully described in the Development Guide Agreement.

G. The Districts are being formed pursuant to C.R.S. § 32-1-101, *et seq.*, for the purpose of financing and constructing any or all of the Public Improvements and for providing certain public services to the FDP Properties, and, as of the Approval Date, the Town Council has approved a service plan (each, a “**Service Plan**”) for each District as required by C.R.S. § 32- 1-204.5.

H. The Parties intend that, upon the Town’s approval of the Service Plans for each District concurrently with the Town’s approval of this Agreement and the Development Guide Agreement, and upon the formation of each District, and the ratification of this Agreement by each District’s respective board of directors, then each of the Districts will be deemed a Party to this Agreement.

I. The Parties desire to set forth in this Agreement their understanding relative to the annexation, zoning, development and future use of the Cooper Creek Village Property, and the zoning, development and future use of the Cooper Creek North Parcels and the Cooper Creek South Parcel.

AGREEMENT

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

Section 1. General Provisions.

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

1.2. Defined Terms. Any initially capitalized terms used but not defined herein shall have the definitions attributed to them in the Development Guide Agreement.

1.3. Nature of Agreement. The Town Council's approval of the Development Guide Agreement concurrently with this Agreement constitutes approval of the site specific development plan described in the Development Guide Agreement and establishes vested property rights for the FDP Properties pursuant to Article 68 of Title 24, C.R.S., as amended.

1.4. Legal Challenge. As used in this Agreement, "**Legal Challenge**" means: any judicial proceeding or other legal action brought by a third party, including referendum or initiative, that challenges this Agreement, the annexation of the Cooper Creek Village Property to the Town (the "**Annexation**"), the zoning of the Cooper Creek Village Property (the "**Zoning**"), the Development Guide Agreement including the FDP, the formation of any of the Districts, the Town's approval of any of the Service Plans, or any of the Town's resolutions or ordinances approving this Agreement, the Annexation, the Zoning, the Development Guide Agreement including the FDP, or the Service Plans. If a Legal Challenge occurs, this Agreement shall not become effective until the entry of a final, non-appealable order resolving such Legal Challenge substantially in favor of the Town and the Owners (the "**Resolution of the Legal Challenge**"). The Parties covenant and agree to cooperate in good faith in the event of a Legal Challenge.

1.5. Effective Date. This Agreement shall not become effective until the date (the "**Effective Date**") that is the later to occur of the following: -(a) the date on which the Town Council's approvals of the Annexation, the Zoning, the Development Guide Agreement including the FDP, and the formation of the Districts, (collectively, the "**Approvals**") become final and non-appealable; or (b) the Resolution of the Legal Challenge.

1.6. Rescission without Penalty. Notwithstanding any other provision of this Agreement, should the Approvals or the Resolution of the Legal Challenge not occur, any Party shall be entitled to rescission of this Agreement without any penalty whatsoever and, if the Annexation has been completed, JAC as the Owner of the Cooper Creek Village Property shall be entitled to commence disconnection proceedings pursuant to Section 8 of this Agreement.

1.7. Successful Legal Challenge Contingency. If a Legal Challenge successfully voids, enjoins, or otherwise invalidates this Agreement, the Development Guide Agreement or any portion thereof, or the formation of any of the Districts, and the Parties do not enter into a written agreement to cure the defect, any of the Parties shall have the right to terminate this Agreement and the Development Guide Agreement.

Section 2. Districts.

2.1. Metropolitan Districts. The Town has approved the Service Plans for the Districts to the extent they serve those portions of the FDP Properties now or hereafter owned in fee by the Owners, and the Town agrees that the Districts may exercise any and all powers and functions

permitted by law in accordance with their Service Plans, including the provision of facilities and services to the FDP Properties. Any of the Districts may undertake to finance the design, construction, maintenance, and operation, as applicable, of District-eligible Public Improvements. Wherever this Agreement or the Development Guide Agreement obligates any of the Owners, any of the Districts may perform such obligation and the Town will accept such District's performance of such obligations and allow the District to provide any collateral required by the Town with respect to any Public Improvements, including a separate letter of credit or other acceptable collateral approved by the Town guaranteeing the completion of the Public Improvements.

2.2. Additional Districts. In addition to the Districts, to facilitate financing, maintenance, and development of the Public Improvements, the Parties may agree to create one or more additional metropolitan districts pursuant to C.R.S. § 32-1-101, *et seq.*, general improvement districts pursuant to C.R.S. § 31-25-601, *et seq.*, or one or more special improvement districts pursuant to C.R.S. § 31-25-500.2, *et seq.*

2.3. Amendment of District Boundaries. The boundaries of the Districts may be amended to include additional portions of the FDP Properties that are not already included in any of the Districts as compared to those initially contemplated at the time of Service Plan approval; provided, however, that such inclusion of additional property within the boundaries of the District shall be accomplished prior to the conveyance of any platted lots within the subject property.

Section 3. Forest Management Plan. As a condition of approval of any final plat for all or a portion of the FDP Properties containing natural forest stands, the applicable Owner shall prepare or cause to be prepared a forest management plan, which shall include mountain pine beetle mitigation measures and shall become part of the development improvement agreement associated with such final plat.

Section 4. Water and Wastewater District

4.1. Maximum Level of Development. In addition to the restrictions contained in the Development Guide Agreement, (a) the total permitted DUs, OAU's and CSF which may be developed within the Cooper Creek Village Property shall not exceed a maximum water and sewer tap allocation of those existing single family equivalents already allocated to certain portions of the Cooper Creek Village Property plus 682 single family equivalents, and (b) the total permitted DUs, OAU's, and CSF which may be developed within the Cooper Creek South Parcel and the Cooper Creek North Parcels shall not exceed a maximum water and sewer tap allocation of those existing single family equivalents already allocated to certain portions of the Cooper Creek South Parcel and the Cooper Creek North Parcels plus 333 single family equivalents. The FDP Properties' development at the densities contemplated in the Development Guide Agreement is expressly conditioned upon the ability of Grand County Water and Sanitation District No. 1 ("GCWSD") to serve the FDP Properties with adequate water and sanitary sewer resources. In the event that GCWSD has insufficient water and sanitary sewer resources to serve the FDP Properties, the maximum development densities permitted within the FDP Properties shall be limited to the lesser of (a) the development densities for DUs, OAU's, and CSF set forth in the Development Guide Agreement; or (b) the maximum densities which may be adequately served by the water and sanitary sewer resources which GCWSD has available from time to time, as the

same may be supplemented by dedications or cash payments in lieu of dedication by Owners, or any of them, to GCWSD.

4.2. SFE Calculation. In the event that GCWSD modifies any SFE Equivalent which GCWSD may apply with respect to any property or project within the boundaries of GCWSD, Owners, or any of them, shall be allowed, but not required, to utilize the lowest SFE Equivalent used by GCWSD for purposes of determining the adequacy of water and sanitary sewer resources to serve the Project.

Section 5. Required Infrastructure Improvements

5.1. Subdivision Platting of Areas and Phasing of Public Improvements. JAC or assigns shall be required to construct or commit to construct, prior to the issuance of a certificate of occupancy for any structure, only those Public Improvements described in this Section that the Town deems necessary to provide access or public services to such structure, unless otherwise provided herein. Final approval of any subdivision plat application for any portion or portions of the FDP Properties shall be subject to satisfaction of all applicable requirements of the Town Code of Winter Park, including, without limitation, the UDC, as the same may be amended from time to time (the “**Town Code**”), as the same may be modified by the Development Guide Agreement, including execution of a Town-approved development improvements agreement and deposit of any required financial assurances, including a letter of credit or other form of financial guarantee acceptable to the Town.

5.2. Required Major On-Site Public Improvements.

5.2.1. Road 1 and Road 2. The Roadway Report includes a conceptual plan of the entire road system for the Project. As depicted in the Roadway Report, “**Road 1**” generally serves the eastern portion of the Project and runs parallel to Highway 40, connecting Vazquez Road and Road 2 (as hereinafter defined), which in turn intersects with Timber Drive. “**Road 2**” generally serves the western portion of the Project and intersects with Timber Drive. Design, construction, dedication and future maintenance of Road 1 and Road 2 shall be subject to the following special terms and conditions:

5.2.1.1. Road 1 and Road 2 Design Standards and Specifications. As described and depicted in the Roadway Report and the FDP, the design and construction of Road 1 and Road 2 and all of their related components, including, without limitation, the drainage, grading, utility placement and access systems and improvements associated with Road 1 and Road 2, shall meet the design standards and specifications outlined in the Roadway Report, and if such standards are silent, then these access systems and improvements shall meet generally applicable standards for permanent roads. JAC or its assigns may propose amendments to the Roadway Report from time to time, which amendments shall require administrative approval by the Town Manager.

5.2.1.2. Obligation to Construct Road 1 and Road 2. JAC or its assigns shall cause to be constructed certain portions of Road 1 or Road 2 following final approval, execution, and recordation of the first subdivision plat for any portion(s) of the FDP Properties for which access is provided by Road 1 or Road 2, respectively. Such portions of Road 1 or Road 2

shall be completed prior to the Town's issuance of any building permits for structures to be accessed via Road 1 or Road 2, respectively. Road 1 and Road 2 may be constructed in phases, so long as those portions of Road 1 and Road 2 which are necessary to serve any structures are completed prior to the issuance of building permits for such structures. Notwithstanding the foregoing, however, Road 2 is required to be constructed and completed at or before completion of the Road 1 bridge over the Union Pacific Railroad right-of-way. The cost of construction of the Road 1 right-of-way bridge shall be the obligation of JAC or its assigns, with the Town contributing the sum of \$800,000 toward hard and soft construction costs upon preliminary acceptance of the bridge by the Town. All portions of Road 1 and Road 2 shall be constructed as permanent roads according to Town standards in effect at the time of dedication. Road 2 is only required to be completed and dedicated to the Town at the time of dedication of Road 1 only if Road 1 and the bridge over the Union Pacific Railroad right-of-way are constructed and dedicated to the Town. In addition to the foregoing, Road 1 is required to include a divided median in a portion of Road 1 that is located south of Road 2, the cost of construction of which shall be the obligation of JAC or its assigns. The maintenance, repair and replacement of the Road 1 divided median will not be the Town's responsibility and shall be assigned to the Master Owner's Association or a District.

5.2.1.3. Dedication and Acceptance of Road 1 and Road 2 for Maintenance. The Road 1 and Road 2 rights-of-way shall be dedicated to and accepted by the Town for permanent maintenance as follows:

5.2.1.3.1. Road 1 and Road 2 shall be dedicated to the Town either by plat or deed no later than two (2) years following the completion of continuous public access from Vasquez Road to Timber Drive, and the Town shall accept the dedication of the same, but the Town shall not be responsible for the related maintenance, repair, and replacement responsibilities for such road, until the events specified in this Section have occurred.

5.2.1.3.2. Following dedication to the Town, the Town shall assume the obligation to maintain, repair, and/or replace, as applicable, Road 1 (excluding the divided median) and Road 2 (individually, the "**Relevant Road**") after the last of the following occurs with respect to the Relevant Road (such date being hereinafter referred to as the "**Road Maintenance Trigger Date**"): (a) the Town has finally accepted the Relevant Road segment after expiration of the required two year warranty period in accordance with the terms of the development improvements agreement permitting initial construction of the Relevant Road segment; (b) certificates of occupancy (whether temporary or final) have been obtained for no less than twenty-five percent (25%) of the DUs, where applicable, or twenty-five percent (25%) of the OAU's or CSF, as applicable, platted on any final subdivision plat of a portion or portions of the Property that includes the Relevant Road segment; provided, however, if Road 1 from Vasquez Road to the Road 1-Road 2 intersection is accepted by the Town for maintenance, repair and replacement, then all of Road 2 connecting Road 1 to Timber Drive shall also be accepted for Town maintenance, repair and replacement even if Road 2 does not otherwise meet the foregoing certificate of occupancy threshold percentage requirement; and (c) sufficient contiguous portions of Road 1 and/or Road 2 have been completed to allow for continuous access to the Relevant Road segment, and, to the extent the Relevant Road segment results in a dead-end, a temporary turnaround area or hammerhead has been constructed at the end of the Relevant Road segment sufficient in the Town's determination to permit emergency services and maintenance vehicles to

safely access the Relevant Road segment. Notwithstanding the foregoing, however, the Town shall accept for maintenance, repair and replacement without any certificate of occupancy threshold percentage being satisfied, all of Road 1, the bridge over the Union Pacific Railroad right-of-way, the roadway connection of Road 1 to Road 2, and Road 2 connecting Road 1 to Timber Drive, upon expiration of the two-year warranty period following preliminary acceptance of the last of the foregoing infrastructure improvements by the Town if, and only if, such improvements are determined by the Town to be in acceptable condition at that time.

5.2.2. Drainage. The Drainage Plan is included in the FDP. Any subsequent drainage plan for any portion of the FDP Properties shall comply with all applicable Town design standards and specifications. Owners, as applicable, shall only be required to construct or cause to be constructed those portions of the drainage improvements described in the Drainage Plan or required by the Town Code.

5.2.3. Gas Service. Owners, as applicable, shall cause to be constructed, prior to the issuance of certificates of occupancy for any structures which will receive such service, all extensions of existing gas distribution pipelines, facilities, and appurtenances within the FDP Properties necessary to provide natural gas service to the individual subdivision(s) created within the FDP Properties to the extent natural gas service to the FDP Properties is commercially available. Owners, as applicable, shall dedicate or otherwise convey to the applicable natural gas utility provider, easements, and rights-of-way for the installation, operation, maintenance, repair, and replacement of such natural gas distribution pipelines, facilities, and appurtenances as are reasonably necessary in order for the natural gas utility provider to provide natural gas service to the individual subdivision(s) within the FDP Properties. Such conveyances shall be made at the time of final subdivision platting of each portion or portions of the FDP Properties requiring an extension of the applicable gas distribution pipelines, facilities, and appurtenances to serve the subdivision being platted.

5.2.4. Electric Service. Owners, as applicable, shall cause to be constructed, prior to the issuance of certificates of occupancy for any structures which will receive such service, all extensions of existing electric service lines, facilities, and appurtenances within the FDP Properties necessary to provide electric service to the individual subdivision(s) created within the FDP Properties. Owners, as applicable, shall dedicate or otherwise convey to the applicable electric utility provider easements and right-of-way for the installation, operation, maintenance, repair, and replacement of such electric service lines, facilities, and appurtenances as are reasonably necessary in order for the electric utility provider to provide electric service to the individual subdivisions within the FDP Properties. Such conveyances shall be made at the time of final subdivision platting of each portion or portions of the FDP Properties requiring an extension of the applicable electric service lines, facilities, and appurtenances to serve the subdivision being platted.

5.2.5. Treated Water and Wastewater Service. The FDP Properties may receive treated water and central wastewater services from GCWSD pursuant to its standard rules, regulations, and requirements and in accordance with the terms of any inclusion agreement between Owners, as applicable, and GCWSD. Owners, as applicable, shall be required to construct or cause to be constructed, at the applicable Owner's sole cost and expense, all extensions of existing water and wastewater main line or service lines as may be required by GCWSD in accordance with its standard rules, regulations, and requirements. In addition, GCWSD may

approve the use of well and individual sewage disposal systems within portions of the FDP Properties, subject to applicable federal, state, or local permitting regulations, and upon such approval and issuance of such permits, the Town shall allow such use within its municipal boundaries.

5.3. Interior Subdivision Public Improvements. The following Public Improvements will be required in connection with the development of the Project.

5.3.1. Interior Subdivision Roads and Driveways. Other than the roads described in Section 5.2 and 5.4, the Interior Road Improvements will meet the design standards and specifications set forth in the Roadway Report. Required Interior Roads and connections will be determined and finalized at the time of final subdivision platting for the portion of the FDP Properties containing such roadways. All Interior Road Improvements required as a condition of further development of any portion of the FDP Properties shall be the responsibility of the party seeking additional Town development or building approvals. Interior Road Improvements, up to and including full construction with asphalt, shall be complete prior to the issuance of any certificate of occupancy for any structure accessed or served by the Interior Road Improvements or any portion thereof. Upon completion, the Interior Road Improvements shall be conveyed to either the Master Owners Association or the District for ownership and maintenance.

5.3.2. Drainage. All drainage improvements required as a condition of further development of any portion or portions of the FDP Properties, other than the drainage improvements described in the Drainage Plan, shall be the responsibility of the party seeking Town development or building approvals for improvements necessitating such drainage improvements. Such drainage improvements shall be installed prior to the issuance of any certificate of occupancy for any structure situated on a portion or portions of the FDP Properties which have been designed to contain the applicable drainage improvements. Subdivision plats and/or easements will define drainage improvements that will be owned and maintained by the Town of Winter Park, metropolitan district or assigns.

5.3.3. Gas Service. All extensions of existing gas distribution pipelines, facilities, and appurtenances within individual subdivisions within the FDP Properties necessary to provide natural gas service to the residential and commercial structures to be constructed thereon, to the extent natural gas service to the FDP Properties is commercially available, shall be the responsibility of the party seeking Town development or building approvals for such structures. Such construction shall be required prior to the issuance of any certificate of occupancy for any structure served by the applicable gas distribution pipelines, facilities, and appurtenances. Easements and rights-of-way for the installation, operation, maintenance, repair, and replacement of such natural gas distribution pipelines, facilities, and appurtenances as are reasonably necessary in order for the natural gas utility provider to provide natural gas service to the residential and commercial structures to be constructed, shall be dedicated to the natural gas utility provider by the party constructing such improvements, at such party's sole cost and expense. Such conveyances shall be made at the time of final subdivision platting for the portion of the FDP Properties which have been designed to contain the applicable gas distribution pipelines, facilities, and appurtenances.

5.3.4. Electric Service. All extensions of existing electric service lines, facilities, and appurtenances to be constructed within the FDP Properties necessary to provide electric service to the residential and commercial structures to be constructed thereon shall be the responsibility of the party seeking Town development or building approvals for such structures. Such construction shall be required prior to the issuance of any certificate of occupancy for any structure served by the applicable electric service lines, facilities, and appurtenances. Easements and rights-of-way for the installation, operation, maintenance, repair, and replacement of such electric service lines, facilities, and appurtenances as are reasonably necessary in order for the applicable electric utility provider to provide electric service to the residential and commercial structures to be constructed, shall be dedicated to the electric utility provider by the party constructing such improvements, at such party's sole cost and expense. Such conveyances shall be made at the time of final subdivision platting for the portion of the FDP Properties which have been designed to contain the applicable electric service lines, facilities, and appurtenances.

5.3.5. Treated Water and Wastewater Service. All extensions of existing water and wastewater main line or service lines to be constructed within the individual subdivision(s) within the FDP Properties as may be required by GCWSD in accordance with its standard rules, regulations, and requirements to provide water and wastewater service to the residential and commercial structures to be constructed thereon, shall be the responsibility of the party seeking Town development or building approvals for such structures. Easements and rights-of-way for the installation, operation, maintenance, repair, and replacement of such main lines, service lines, facilities, and appurtenances as are reasonably necessary in order for GCWSD to provide treated water and central wastewater services to the residential and commercial structures to be constructed on the FDP Properties, shall be dedicated to GCWSD by the party constructing such improvements at such party's sole cost and expense. Such conveyances shall be made at the time of final subdivision platting for the portion of the portion of the FDP Properties, which have been designated to contain the applicable main lines, service lines, facilities, and appurtenances or as otherwise required by GCWSD in accordance with GCWSD standard rules, regulations, and requirements.

5.3.6. Interior Pedestrian Walks and Trails. Non-dedicated pedestrian walks and trails located within each Planning Area will be determined at the time of plat.

5.3.7. Building Permits. Prior to the issuance of any foundation permits for any portion of the FDP Properties, an all-weather road (class 6 road surface) providing access to that portion of the FDP Properties shall be constructed, in place, and approved by the Town. Prior to the issuance of any full building permit allowing framing within any portion of the FDP Properties, extensions of existing water and wastewater main lines or service lines to that portion of the FDP Properties as described in Section 5.3.5, ensuring access to operational fire hydrants, shall be complete.

5.4. Required Off-Site Infrastructure Improvements.

5.4.1. Vasquez Road and Road 1 Intersection. If at the time of final platting that portion of the Project that includes the intersection of Vasquez Road and Road 1 it is determined that acceleration and deceleration lanes are required to be constructed to serve that intersection,

then these improvements shall be constructed within the platted public right-of-way. JAC or assigns shall design and construct the required acceleration and deceleration lanes.

5.4.2. Cooper Creek Square Access and Lions Gate Access. If at the time of final platting that portion of the Project that includes the intersection of the Cooper Creek Square access road and Lions Gate Road it is determined that acceleration and deceleration lanes are required to be constructed to serve that intersection, then these improvements shall be constructed within the platted public right-of-way. JAC or assigns shall design and construct the required acceleration and deceleration lanes.

5.4.3. Vasquez Rd and US 40. The Cooper Creek transportation impact report indicates that an east bound double left turn lane at Vasquez Rd and US 40 may be required in 2045. Upon determination that the double left turn lane is warranted, JAC or assigns shall complete the required improvements and may seek cost-sharing or reimbursements from other benefitted properties in accordance with Title 9 of the Town Code.

5.4.4. Road 2 and Timber Drive Intersection Redesign and Construction. Subject to the Town's approval, JAC or assigns shall redesign the three-way intersection connection between Road 2 and Timber Drive at the time of subdivision platting that portion of the FDP Properties that contains that intersection. In addition, the roadway classification and related design for the construction of Road 2 shall be determined by the Town as part of the required development improvements agreement at the time of subdivision platting any portion of the FDP Properties that contains Road 2.

5.4.5. Time for Completion. The off-site infrastructure improvements described in this Section shall be completed in accordance with the scheduling guidelines set forth in the Cooper Creek transportation impact report, all as more particularly described in the Development Guide Agreement.

Section 6. Fees and Exactions.

6.1. Limitation on Fees and Exactions. Owners shall pay those impact fees generally applicable to all properties located within the Town's municipal boundaries that may be adopted by the Town after the Approval Date that are not specifically addressed in this Agreement. Each Owner shall pay or cause to be paid only the impact fees and satisfy the dedication requirements set forth in this Section and in the Development Guide Agreement as relates to that Owner's portion of the FDP Properties. If, following the Approval Date, the Town adopts one or more regulations of general applicability that would have the effect of increasing any of the impact fees or dedication requirements specifically addressed in this Section, such increase shall not be applicable to the FDP Properties, any Owner or their respective successors and assigns while this Agreement is in effect.

6.2. School Impact Fees. Each Owner shall pay or cause to be paid applicable school impact fees or make required dedications in lieu thereof for any given Phase of the FDP Properties owned by that Owner. The school impact fees shall be calculated and payable at the time of final subdivision platting of each portion of the FDP Properties in accordance with the Town Code, as amended.

6.3. Open Space Fees and Dedications. Subject to performance of each Owner's obligation to make or cause to be made the dedications of Public Active Open Space described in the Development Guide Agreement at the time of subdivision platting of each portion of that Owner's property containing Public Active Open Space, the Town shall not impose any additional open space dedications or payments in lieu thereof for any portion of the FDP Properties. As further described in the Development Guide Agreement, open space dedication shall include an aerial and access easement for the gondola corridor crossing the Cooper Creek Village Property, the primary all-season trail corridor that extends from the downtown gondola terminal to the southern boundary of the Cooper Creek Village Property, and additional dedicated trails. The terms and provisions of the Development Guide Agreement related to the "**Gondola/Ski Lift**" and "**Ski Trail Connection**" easements are incorporated herein by this reference.

6.4. Affordable and Workforce Housing.

6.4.1. Affordable Housing Fees. At the time of application for a building permit for any new commercial construction within the FDP Properties, the commercial developer shall pay to the Town a one-time affordable housing fee equal to the then-current price per gross square foot of new construction as set forth in Town Code, as the same may be amended from time to time. All otherwise applicable affordable housing fees imposed by the Town with respect to the FDP Properties for commercial and residential uses, whether before or after the Approval Date, shall be waived and in lieu thereof, the provisions of this Section 6.4 and Sections 6.5 and 6.6 shall satisfy all of the Owners' affordable and workforce housing obligations for the FDP Properties.

6.4.2. Deed Restricted Workforce Housing.

6.4.2.1. CCWP Parcel Bedrooms. The Owners shall retrofit into a total of forty-five (45) "**Bedrooms**" (as hereinafter defined) for local workforce housing (the "**Affordable Housing Requirement**"), a portion of the existing mixed-use buildings known as the Cooper Creek Square Shopping Center located upon those portions of the Cooper Creek North Parcels owned in fee by CCWP as of the Approval Date (the "**CCWP Parcel**"). The Bedrooms located on the CCWP Parcel (the "**CCWP Parcel Bedrooms**") shall be completed and deed-restricted for local workforce housing as hereinafter provided utilizing a form of deed-restriction covenant approved by the Town prior to recordation, pursuant to the following schedule: (a) twenty (20) Bedrooms shall be completed and deed-restricted for the benefit of the Town on or before one (1) year following the date that this Agreement, the Development Guide Agreement and the Service Plans are concurrently recorded in the Grand County, Colorado real property records; and (b) twenty-five (25) Bedrooms shall be completed and deed-restricted for the benefit of the Town no later than six (6) years following the date that this Agreement, the Development Guide Agreement and the Service Plans are concurrently recorded in the Grand County, Colorado real property records. As used herein, the term "**Bedroom**" shall mean any habitable room located in a "**Dwelling Unit**" (as defined in the Development Guide Agreement) other than bathroom(s), kitchen, living, and dining room, that contains no less than seventy square feet of floor area and no dimension less than seven feet. For a period of twenty (20) years following the date any Dwelling Unit that contains any Bedroom intended to satisfy the Affordable Housing Requirement is completed and deed-restricted for the benefit of the Town, or for a period of thirty (30) years if the Additional Term, as defined in Section 9.2 below, applies, that Bedroom is prohibited from being leased to any qualified tenant for a monthly rental rate that exceeds the maximum rental rate

for Grand County tenants whose income is not more than 120% of Grand County's average median income as most recently published by the Colorado Housing and Finance Authority. Although the Affordable Housing Requirement related to the CCWP Parcel Bedrooms is required to be satisfied by Dwelling Units located within the CCWP Parcel, if during the twenty (20) year deed restriction period the Owners request that the location of any Dwelling Units be relocated outside of the CCWP Parcel, the Affordable Housing Requirement will be deemed satisfied if the Town consents to the relocation of the deed-restricted Dwelling Units to any location within the service boundaries of the Fraser Valley Metropolitan Recreation District located southerly of Red Dirt Hill as reasonably approved by the Town. The Affordable Housing Requirement related to the CCWP Parcel Bedrooms shall be satisfied by the Owners completing and deed-restricting in favor of the Town approximately twenty (20) Dwelling Units within which the forty-five (45) Bedrooms will be located, comprised of a mix of one-Bedroom Dwelling Units and multi-Bedroom Dwelling Units with up to six (6) Bedrooms. Bedrooms shall be considered completed and deed-restricted when, following the required building permit process, a certificate of occupancy is issued for the Dwelling Unit within which the Bedroom(s) are located and the required deed restriction is recorded against title to that Dwelling Unit.

6.4.2.2. SPA-3 and SPA-4 Attainable Dwelling Units. Within those areas designated in the FDP as SPA-3 and SPA-4, JAC or its assigns shall be required to satisfy the Affordable Housing Requirement related to development of those FDP Properties by permanently deed restricting as workforce housing pursuant to a form of deed-restriction covenant approved by the Town prior to recordation, not less than ten percent (10%) of the total platted density units (the "**Attainable Dwelling Units**"). Such ten percent (10%) of the total platted density units is not affected by any density transfer out of SPA-3 or SPA-4, as further addressed in Section 5.1 of the Development Guide Agreement. The Affordable Housing Requirement related to the SPA-3 and SPA-4 areas may be satisfied by deed-restricting Attainable Dwelling Units consisting of platted lots or constructed Dwelling Units, including approved Accessory Dwelling Units. The Attainable Dwelling Units shall be eligible for any generally available public subsidies equal to the greater of (a) any Town or housing authority incentives available at the time of subdivision or permitting the Attainable Dwelling Units, or (b) the sum of \$44,300.00 per Bedroom constructed within a Dwelling Unit, adjusted annually based on the percentage increase in the Consumer Price Index, All Consumers, All Items (1980=100) over the immediately preceding calendar year.

6.4.2.3 Hotel and Other Commercial Development Affordable Housing Requirement. The development of any hotel within the FDP Properties shall be classified as a commercial use subject to the Town's workforce housing impact fee then being assessed against commercial uses at the time of permitting, with the intent and understanding that JAC or its assigns will deliver workforce housing (but not cash in lieu unless specifically agreed to by the Town) to offset 30% of the estimated additional workforce needed to staff the hotel. Such workforce housing shall be deed restricted and delivered within the service boundaries of the Fraser Valley Metropolitan Recreation District located southerly of Red Dirt Hill at a location approved by the Town in the Town's reasonable discretion. The development of any other commercial space within the FDP Properties will be subject to the workforce housing impact fee then being assessed against commercial uses at the time of permitting that commercial use.

6.4.2.4 Exceptions and Exclusions. None of the deed restricted Dwelling Units described in this Section shall count against or otherwise reduce any of the residential densities permitted to be developed within the FDP Properties pursuant to the FDP. All deed-restricted Dwelling Units shall be exempt from all Town permitting fees and from application of the “RETT” (as hereinafter defined); provided, however, if the deed-restricted Dwelling Unit is an Accessory Dwelling Unit, then the RETT shall be adjusted to exclude proportionately only the finished square footage of the Accessory Dwelling Unit from calculation of the RETT.

6.4.3. Negotiation. Each of the Owners and the Town acknowledge that the Owners’ obligations relating to affordable housing fees and the provision of workforce housing are the result of negotiations between the Owners and the Town and are not the result of unilateral requirements imposed by the Town.

6.5. Residential Real Estate Transfer Assessment. Within 30 days following the Effective Date, each Owner shall record or cause to be recorded a covenant against the portion of the FDP Properties that it owns, requiring payment to the Town of a real estate transfer assessment in the amount of one half of one percent (0.5%) of the consideration paid for each non-exempt transfer of residential property within the FDP Properties improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued (the “**Residential RETA**”). The Residential RETA shall be in addition to the existing Real Estate Transfer Tax administered by the Town under Title 1, Chapter 10 of the Town Code, as amended (the “**RETT**”). The covenant shall be in substantially the form attached hereto as Exhibit 2. The Town shall administer and collect the Residential RETA in the same manner as the Town administers and collects the RETT, with the same exemptions as the RETT, except that the following transactions shall also be exempt from the Residential RETA: (a) the reorganization of any business entity that owns title to real property within the FDP Properties that does not result in the conveyance by deed of such real property to another business entity or individual; and (b) any conveyance of real property between any of the Owners and any entity in which the beneficial owner or owners of any of the Owners also have an ownership interest. The Residential RETA may be paid either by the buyer or the seller of the subject property as negotiated by the parties to the transfer. The Town shall use the funds generated by the Residential RETA exclusively for the construction, maintenance or acquisition of workforce, affordable, or community housing, as the Town may determine in its discretion.

6.6. General Real Estate Transfer Assessment. Within 30 days following the Effective Date, each Owner shall record or cause to be recorded a covenant against the portion of the FDP Properties that it owns, requiring payment to the Town of a real estate transfer assessment in the amount of one percent (1%) of the consideration paid for each non-exempt transfer of any real property within the FDP Properties improved with a commercial, residential or mixed-use unit for which a certificate of occupancy has been issued (the “**General RETA**”). The General RETA shall be in addition to the RETT, as amended. The covenant shall be in substantially the form attached hereto as Exhibit 3. The Town shall administer and collect the General RETA in the same manner as the Town administers and collects the RETT, with the same exemptions as the RETT except that the following transactions shall also be exempt from the General RETA: (a) the reorganization of any business entity that owns title to real property within the FDP Properties that does not result in the conveyance by deed of such real property to another business entity or individual; and (b) any conveyance of real property between any of the Owners and any entity in

which the beneficial owner or owners of any of the Owners also have an ownership interest. The General RETA may be paid either by the buyer or the seller of the subject property as negotiated by the parties to the transfer. The Town shall use the funds generated by the General RETA for general municipal purposes.

6.7. Real Estate Transfer Tax. The Town's existing, generally applicable RETT, as defined above and as may be amended from time to time, shall also apply to the FDP Properties, except as set forth in Section 6.4.2.4 herein.

Section 7. Owners Obligations.

7.1. Plans. With input from the Town, each Owner shall prepare or cause to be prepared all applications and related plans for the FDP Properties at the sole cost of the applicable Owner, which applications and related plans shall comply with the approved Development Guide Agreement, including the FDP.

7.2. Construction of Public Improvements. In consideration for the Town's approval of the Development Guide Agreement, including the FDP, the applicable Owner or the Districts shall construct and install, or cause to be constructed and installed, all of the Public Improvements described in Section 5 in accordance with the terms of that Section, the Town's applicable ordinances, codes and regulations and all other applicable law, except as otherwise provided herein and in the Development Guide Agreement. When this Agreement and the Development Guide Agreement are silent as to applicable standards, the Town Code as well as the Town's other ordinances, codes and regulations, as may be amended from time to time, shall control. With each final plat application, the applicable Owner shall submit or cause to be submitted a development improvements agreement, in a form approved by the Town, to guarantee the construction of the Public Improvements associated with that final plat application. Acceptable forms of collateral security for the guarantee include a separate letter of credit or other acceptable collateral approved by the Town guaranteeing the completion of the Public Improvements.

7.3. Dedication. The Public Improvements constructed by or on behalf of each Owner shall be conveyed or dedicated to the Town for ownership, operation, and maintenance subject to final acceptance by the Town, or to a District, subject to final acceptance by the District. With respect to Public Improvements required to be owned, operated, or maintained by a District, the District shall have the option, but shall not be required, to enter into an agreement or agreements with individual owners or an owners' association providing for performance of all or some of such operation and maintenance functions; provided, however, that ownership of the Public Improvements shall be retained by the District and the ultimate responsibility for maintenance of such Public Improvements will remain with the District.

7.4. Applicable Law. The Owners shall comply or cause to be complied with all applicable laws, including without limitation all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to, the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater, or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation, or investigation of a Hazardous Material; and the protection of human health, safety, or the indoor or outdoor environmental, including (without limitation) the Comprehensive

Environmental Response, Compensation and Liability Act, 42 U.S.C. § 960 I, *et seq.* (“**CERCLA**”); the Hazardous Materials Transportation Act, 49 U.S.C. § 180 I, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (“**RCRA**”); the Toxic Substances Control Act, 15 U.S.C. § 260 I, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect.

Section 8. Other Terms.

8.1. Annexation Plats. Notwithstanding any provision of Town Code to the contrary, the Town agrees that each annexation parcel comprising the Cooper Creek Village Property shall be deemed to be a legally subdivided parcel upon recordation of the applicable annexation map.

8.2. Vasquez Road Public Parking Garage. The terms and provisions of the Development Guide Agreement related to allocation of parking spaces in the Town’s Vasquez Road public parking structure are incorporated herein by this reference. If modifications to the Parking Agreement referenced in the Development Guide Agreement are required in order to satisfy Town parking requirements, the necessary modifications to the Parking Agreement shall be subject to the Town’s approval and completed prior to final platting of the applicable portion of the FDP Properties.

Section 9. Vested Rights.

9.1. Vesting. The Parties hereby agree that the Development Guide Agreement, including the FDP, shall constitute a “**Site Specific Development Plan**” of the FDP Properties under Title 7, Chapter 5, Article 5.B. of the UDC, and the Owners and each of their respective designated successors and assigns, shall have a vested property right to undertake and complete and use the FDP Properties under the terms and conditions set forth in the Development Guide Agreement and approved final subdivision plats of any portion of the FDP Properties, as either may be amended (the “**Vested Rights**”). The Vested Rights shall include the development standards stated in the FDP. The Vested Rights shall constitute benefits and burdens to the land and shall run with title to the FDP Properties. None of the FDP Properties nor the Vested Rights shall be subject to any moratorium.

9.2. Term. In recognition of the size and complexity of developing the FDP Properties, and notwithstanding anything contained in the Town Code to the contrary, the Vested Rights shall continue for twenty (20) years after the Effective Date (the “**Initial Term**”), plus an additional ten (10) year period following expiration of the initial twenty (20) year period (the “**Additional Term**”), if, and only if, the bridge over the Union Pacific Railroad right-of-way traversing Cooper Creek Village is constructed and preliminarily accepted by the Town within the Initial Term (the Initial Term and the Additional Term, if applicable, are hereinafter collectively referred to as the “**Term**”). Until the bridge over the Union Pacific Railroad right-of-way is constructed, if ever, the portion of the Cooper Creek Village FDP Properties located north and southerly of the Union Pacific Railroad right-of-way accessible by Timber Drive ~~shall maybe permitted to~~ be developed with only the

maximum densities allowed for properties served by a “local low volume road,” as that term or a successor term is then defined by the Town’s generally applicable standards and specifications for roadways (i.e., accommodating 450 or fewer average daily trips), and as may be approved by East Grand Fire Protection District No. 4. Further, if the Initial Term expires without eligibility for the Additional Term, all provisions of the Development Guide Agreement and FDP shall be deemed to be amended to conform to the ~~Vested Rights period~~Initial Term described herein.

9.3. Expiration of Term and Termination of Vested Rights. After expiration of the Term, the FDP Properties shall continue to be subject otherwise to the Development Guide Agreement, as well as the charter, ordinances, and rules and regulations of the Town, and the Vested Rights established by this Agreement shall be deemed terminated and of no further force or effect; provided, however, that such termination of the Vested Rights shall not affect any common law vested property rights obtained prior to such termination, nor any right arising from the Development Guide Agreement, this Agreement, a plat, a development improvements agreement, or from Town permits or approvals for any portion of the FDP Properties that were approved prior to such termination.

9.4. General Regulations. Subject to the terms of Section 11.7 below, establishment of the Vested Rights under this Agreement shall not preclude the application of Town regulations of general applicability including, but not limited to, the application of local improvement districts, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the Approval Date and as may be enacted or amended after the Approval Date, except as otherwise provided herein, as against the FDP Properties. The Owners do not waive their rights, however, to oppose adoption of any such regulations.

Section 10. Remedies.

10.1. Available Remedies. Upon a breach of this Agreement by any Party, the non-breaching Parties shall be entitled to pursue all remedies allowed by law or in equity, including but not limited to those remedies established under the Vested Rights Act, and the exercise of one remedy shall not preclude the exercise of any other remedy.

10.2. Disconnection. In addition to any other available remedy available at law or in equity, in the event of an uncured breach by the Town, JAC shall be entitled to disconnect the Cooper Creek Village Property or any portion thereof from the Town as set forth in this Section. It is expressly understood and acknowledged that the procedures specified herein shall be in lieu of any procedures set forth in C.R.S. § 31-12-501, *et seq.*, or C.R.S. § 31-12-701, *et seq.*, which only apply to statutory cities and towns, as confirmed in *Allely v. City of Evans*, 124 P.3d 911 (Colo. App. 2005). The disconnection procedures set forth in this Section are authorized by the Town’s home rule charter under Article XX, Section 6 of the Colorado Constitution.

10.2.1. Petition for Disconnection. To avail itself of this remedy, JAC shall file a written petition for disconnection with the Town Clerk, which shall include a legal description of the Cooper Creek Village Property or portion thereof subject to the disconnection and a map depicting the property to be disconnected. Within 60 days of receipt of such a petition, the Town Council shall finally adopt an ordinance disconnecting the Cooper Creek Village Property from

the Town (the “**Disconnection**”). The Town shall file the Disconnection ordinance and map with all parties entitled to receive an annexation ordinance and map under C.R.S. § 31-12-113.

10.2.2. Levied Taxes. Upon the Disconnection, the Cooper Creek Village Property shall not be exempt from the payment of any property taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the Town while such property was within the limits of the Town and which remains unpaid and for the payment of which the Cooper Creek Village Property could be lawfully taxed. When the Town levies a property tax for the purpose of paying indebtedness or any part thereof or interest thereon, the Town may levy a tax at the same rate and for the same purpose on the disconnected property. The County Treasurer shall pay over to the Town all moneys collected on account of such tax, to be applied only to the payment of such indebtedness. If any owner of the disconnected property pays off and discharges a portion of such indebtedness equal in amount to the same proportion of the indebtedness which the valuation for assessment of the land bears to the entire valuation for assessment of all the property subject to taxation for the payment of such indebtedness, calculated according to the last assessment previous to such payment, said land is exempted from further taxation to pay such indebtedness. Upon such payment being made, evidences of payment of such portion of said indebtedness shall be deposited with the Town, and the Town shall issue a certificate stating that such payment has been made.

10.2.3. Conflicts. In the event of any conflict between this Section 10.2 and any provision of the Municipal Annexation Act or the Town Code regarding disconnection, this Section 10.2 shall control.

10.2.4. Findings. The Town Council hereby finds and agrees that the best interests of the Town will not be prejudiced by the Disconnection in the event of the Town’s breach or default under this Agreement.

Section 11. Miscellaneous.

11.1. Amendments. This Agreement may be amended only with the prior written approval of all of the Parties and any such amendment shall be recorded in the Grand County, Colorado real property records.

11.2. Notices. Any notice required by this Agreement shall be in writing, addressed as follows:

If to the Town:

Town of Winter Park
50 Vasquez Road
Winter Park, CO 80482
Attn: Town Clerk

If to JAC, CCWP or SWP:

Charles J. Johnson

747 Sheridan Blvd., #7D
Lakewood, CO 80214

With a copy to:

Johnson & Repucci LLP
850 W. South Boulder Road, Suite 100
Louisville, CO 80027
Attn: Michael J. Repucci

If to WPT:

Robin Wirsing
P.O. Box 3233
Winter Park, CO 80482

If to District No. 1:

Cooper Creek Village Metropolitan District No. 1
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 2:

Cooper Creek Village Metropolitan District No. 2
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 3:

Cooper Creek Village Metropolitan District No. 3
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 4:

Cooper Creek Village Metropolitan District No. 4
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 5:

Cooper Creek Village Metropolitan District No. 5
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

Notices will be deemed delivered and effective as follows: if given personally, when delivered to the Party to whom it is addressed; if delivered by overnight courier, the date upon which delivery is confirmed by such overnight courier; or if given by mail, five (5) days after a letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail.

11.3. Entire Agreement. This Agreement constitutes the entire and final understanding among the Parties with respect to the subject matter hereof, other than the FDP and subsequent development improvement agreements affecting the FDP Properties. This Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

11.4. Assignment. Any Owner may assign to one or more successor developers or a District all or any part of its obligations and rights under this Agreement in accordance with the terms and conditions of this Agreement, any applicable service plan for the District, and applicable law. A District may assign to one or more additional metropolitan districts all or any part of its obligations and rights under this Agreement in accordance with the terms and conditions of this Agreement, any applicable service plan for the District, and applicable law. Where used in this Agreement or in the FDP, the term “JAC,” “CCWP,” “SWP,” “WPT” or “District” shall also mean any of the lawful successors or assigns of JAC, CCWP, SWP, WPT and/or the District, and all such successors and assigns shall be bound by and have the right to enforce this Agreement.

11.5. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall, unless amended or modified by mutual consent of the Parties, continue in full force and effect.

11.6. Third Parties. There are no intended third-party beneficiaries to this Agreement.

11.7. Conflict with Other Provisions of the Town Code. In the event any provision of this Agreement conflicts with any provision of the Town Code, this Agreement shall control the determination of the rights and obligations of the Parties with respect to such conflicting matter.

11.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

11.9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Grand County, Colorado.

11.10. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

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

11.12. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement

shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

[Remainder of page left intentionally blank]

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

TOWN OF WINTER PARK

Nick Kutumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

JAC COLORADO II, LLC, a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of JAC Colorado II, LLC, a Colorado limited liability company, on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

COOPER CREEK WP, LLC, a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of Cooper Creek WP, LLC, a Colorado limited liability company, on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

STATION WP, LLC, a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of Station WP, LLC, a Colorado limited liability company, on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

**WINTER PARK TOWER, LIMITED
LIABILITY COMPANY**, a Colorado
limited liability company dba Winter Park
Tower, LLC

By: _____
Robin Wirsing
Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
____ day of _____, 2022, by Robin Wirsing, as Manager of Winter Park Tower,
Limited Liability Company, a Colorado limited liability company dba Winter Park Tower, LLC,
on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

EXHIBIT 1.1
LEGAL DESCRIPTION OF COOPER CREEK VILLAGE PROPERTY
TO BE ANNEXED

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 1



JUNE 28, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 1

A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002794 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE WEST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS); THENCE N 34° 27' 18" W, 2397.77 FEET TO THE SOUTHWESTERLY CORNER OF SAID DEED, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, ALSO BEING THE SOUTHEAST CORNER OF THE IDLEWILD MEADOWS SUBDIVISION PLAT RECORDED AS RECEPTION NO. 93161, SAID GRAND COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINES OF SAID IDLEWILD MEADOWS SUBDIVISION PLAT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE N 01° 30' 50" W, 352.15 FEET;
- 2) THENCE S 89° 47' 25" E, 629.80 FEET TO THE SOUTHEAST CORNER OF LOT 7, SAID IDLEWILD MEADOWS PLAT;

THENCE N 00° 01' 14" W, 565.65 FEET ALONG THE EAST LINES OF IDLEWILD MEADOWS, PARCEL N AND PARCEL M RECORDED AS RECEPTION NO. 2002014271, TO THE SOUTHWEST CORNER OF THE HIDE-AWAY PARK SUBDIVISION PLAT RECORDED AS RECEPTION NO. 48279, SAID GRAND COUNTY RECORDS;

THENCE ALONG THE SOUTH LINES OF SAID HIDE-AWAY PARK, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE S 89° 13' 11" E, 224.18 FEET;
- 2) THENCE S 02° 31' 21" E, 97.97 FEET;
- 3) THENCE S 89° 10' 41" E, 119.41 FEET;

THENCE S 45° 22' 39" W, 204.62 FEET TO A POINT OF CURVATURE;



THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 33° 55' 56", AND AN ARC LENGTH OF 35.53 FEET, THE CHORD OF WHICH BEARS S 28° 24' 41" W, 35.02 FEET TO A POINT ON THE WEST LINE OF BEAVER VILLAGE - FILING NO. 2, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 152923, SAID GRAND COUNTY RECORDS;

THENCE S 11° 26' 43" W, 381.60 FEET ALONG THE WEST LINE OF SAID BEAVER VILLAGE - FILING NO. 2 TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 174.38 FEET, A CENTRAL ANGLE OF 49° 24' 25", AND AN ARC LENGTH OF 174.38 FEET, THE CHORD OF WHICH BEARS S 32° 52' 35" W, 169.02 FEET TO A POINT ON THE WEST LINE OF SAID BEAVER VILLAGE - FILING NO. 3, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 169791, SAID GRAND COUNTY RECORDS AND A POINT OF REVERSE CURVATURE;

THENCE ALONG THE WEST LINES OF SAID BEAVER VILLAGE - FILING NO. 3, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 162.39 FEET, A CENTRAL ANGLE OF 33° 27' 06" AND AN ARC LENGTH OF 94.81 FEET, THE CHORD OF WHICH BEARS S 40° 59' 37" W, 93.47 FEET;
- 2) THENCE S 24° 22' 48" W, 358.30 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD;

THENCE N 57° 22' 54" W, 509.54 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD TO POINT OF BEGINNING;

AREA= 9.779 ACRES, MORE OR LESS.

 Michael Sean Kervin PLS 34592
 Date: 6/28/21
 Project: 21-019
 For and on Behalf of
 Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

3473 S. Broadway Blvd. Englewood, Colorado 80113 Telephone: 303.730.5919

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 2



JUNE 28, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 2

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 46° 19' 13" W, 1844.69 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 AND THE POINT OF BEGINNING;

THENCE N 01° 25' 19" W, 60.80 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE N 01° 39' 37" W, 399.07 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE S 57° 22' 54" E, 293.79 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD;

THENCE S 32° 37' 06" W, 34.01 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 68° 35' 53" AND AN ARC LENGTH OF 164.02 FEET, THE CHORD OF WHICH BEARS S 01° 40' 50" E, 154.40 FEET;

THENCE S 20° 36' 25" E, 58.80 FEET;

THENCE S 08° 54' 32" E, 38.71 FEET;

THENCE S 13° 55' 55" E, 77.44 FEET;

THENCE S 80° 46' 41" W, 49.81 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 44° 05' 01", AND AN ARC LENGTH OF 123.10 FEET, THE CHORD OF WHICH BEARS N 66° 59' 14" W, 120.09 FEET;

THENCE N 89° 01' 45" W, 55.66 FEET TO A POINT OF CURVATURE;

3473 S. Broadway Blvd. Englewood, Colorado 80113 Telephone: 303.730.5919



THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF $14^{\circ} 08' 32''$, AND AN ARC LENGTH OF 27.15 FEET, THE CHORD OF WHICH BEARS $N 81^{\circ} 57' 29'' W$, 27.08 FEET;

THENCE $N 74^{\circ} 53' 13'' W$, 24.60 FEET TO THE POINT OF BEGINNING.

AREA= 2.126 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592
Date: 6/28/21
Project: 21-019
For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 3



JULY 8, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 3

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 89° 11' 45" W, 1121.15 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE POINT OF BEGINNING:

THENCE CONTINUING N 89° 11' 45" W, 181.91 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE N 01° 25' 19" W, 1256.09 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE SOUTHWEST CORNER OF THAT COOPER CREEK VILLAGE ANNEXATION PARCEL 2, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 2 ANNEXATION PLAT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) THENCE S 74° 53' 13" E, 24.60 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 14° 08' 32", AND AN ARC LENGTH OF 27.15 FEET, THE CHORD OF WHICH BEARS S 81° 57' 29" E, 27.08 FEET;
- 3) THENCE S 89° 01' 45" E, 55.66 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 88° 08' 22", AND AN ARC LENGTH OF 246.13 FEET, THE CHORD OF WHICH BEARS S 44° 57' 34" E, 222.57 FEET;

THENCE S 00° 53' 23" E, 146.50 FEET TO A POINT OF CURVATURE;



THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 73° 17' 07" AND AN ARC LENGTH OF 121.51 FEET, THE CHORD OF WHICH BEARS S 37° 31' 56" E, 113.40 FEET;

THENCE S 04° 30' 07" E, 119.35 FEET;
THENCE S 19° 00' 04" E, 134.06 FEET;
THENCE S 01° 12' 01" E, 109.99 FEET;
THENCE S 05° 15' 56" W, 137.89 FEET;

THENCE S 19° 02' 51" W, 150.49 FEET;
THENCE S 33° 41' 03" W, 157.97 FEET;
THENCE S 25° 15' 11" W, 49.68 FEET;
THENCE S 08° 55' 04" W, 42.08 FEET TO THE POINT OF BEGINNING.

AREA= 8.493 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592
Date: 7/8/21
Project: 21-019
For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 4



JUNE 29, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 4

A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002794 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE WEST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS); THENCE N 03° 59' 27" W, 2793.92 FEET TO A POINT ON THE SOUTHERLY LINE OF THE CRESTVIEW PLACE CONDOMINIUMS, RECORDED AT RECEPTION NO. 288554, SAID GRAND COUNTY RECORDS, ALSO BEING THE NORTHEAST CORNER OF SAID DEED, ALSO BEING THE NORTHWEST CORNER OF THE SNOWBLAZE CONDOMINIUMS RECORDED AT RECEPTION NO. 181809, SAID GRAND COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE S 00° 02' 01" W, 173.00 FEET ALONG THE WEST LINES OF SAID SNOWBLAZE CONDOMINIUMS TO THE NORTHEASTERLY CORNER OF THE BEAVER VILLAGE - FILING NO. 2 AT WINTER PARK, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 152923, SAID GRAND COUNTY RECORDS;

THENCE N 89° 43' 22" W, 356.04 FEET ALONG THE NORTH LINE OF SAID BEAVER VILLAGE - FILING NO. 2 AT WINTER PARK TO A POINT ON THE EAST LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 1, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER OFFICE AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE EAST LINE OF SAID PARCEL 1, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 60.03 FEET, A CENTRAL ANGLE OF 33° 24' 11", AND AN ARC LENGTH OF 35.00 FEET, THE CHORD OF WHICH BEARS N 28° 40' 19" E, 34.50 FEET;
- 2) THENCE N 45° 22' 39" E, 204.65 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDE-AWAY PARK, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 48279, SAID GRAND COUNTY RECORDS;



THENCE S 89° 11' 20" E, 193.94 FEET ALONG THE SOUTHERLY LINE OF SAID HIDE-AWAY PARK TO THE POINT OF BEGINNING.

AREA= 1.124 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592
Date: 6/29/21
Project: 21-019
For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 5



JULY 8, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 5

A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002794 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE WEST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS); THENCE N 15° 48' 27" W, 2217.49 FEET TO THE EASTERLY CORNER OF SAID DEED, ALSO BEING THE WESTERLY CORNER OF THE BEAVER VILLAGE - FILING NO. 2 AT WINTER PARK, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 152923, SAID GRAND COUNTY RECORDS, ALSO BEING A NORTHERLY CORNER OF THE BEAVER VILLAGE - FILING NO. 3 AT WINTER PARK, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 169791, SAID GRAND COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINES OF SAID BEAVER VILLAGE - FILING NO. 3 AT WINTER PARK PLAT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE S 78° 16' 04" W, 61.70 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 162.39 FEET, A CENTRAL ANGLE OF 20° 32' 54", AND AN ARC LENGTH OF 58.24 FEET, THE CHORD OF WHICH BEARS S 67° 59' 37" W, 57.93 FEET TO A POINT ON THE EAST LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 1, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE EAST LINE OF SAID PARCEL 1 AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 202.22 FEET, A CENTRAL ANGLE OF 49° 24' 28" AND AN ARC LENGTH OF 174.38 FEET, THE CHORD OF WHICH BEARS N 32° 52' 35" E, 169.02 FEET TO AN EASTERLY CORNER OF SAID BEAVER VILLAGE - FILING NO. 2 AT WINTER PARK PLAT;



THENCE S 11° 43' 56" E, 110.00 FEET ALONG THE EAST LINE OF SAID BEAVER VILLAGE - FILING NO. 2 AT WINTER PARK PLAT TO THE POINT OF BEGINNING.

AREA= 0.092 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592
Date: 07/08/2021
Project: 21-019
For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 6



JULY 8, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 6

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 42° 34' 54" W, 1651.33 FEET TO THE SOUTH CORNER OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 2, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH AND EAST LINES OF SAID PARCEL 2, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) THENCE N 80° 46' 41" E, 49.81 FEET;
- 2) THENCE N 13° 55' 55" W, 77.44 FEET;
- 3) THENCE N 08° 54' 32" W, 38.71 FEET;
- 4) THENCE N 20° 36' 25" W, 58.80 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 42° 18' 10", AND AN ARC LENGTH OF 101.15 FEET, THE CHORD OF WHICH BEARS S 57° 07' 52" E, 98.87 FEET;

THENCE S 78° 16' 57" E, 166.16 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 153.00 FEET, A CENTRAL ANGLE OF 44° 58' 10", AND AN ARC LENGTH OF 120.08 FEET, THE CHORD OF WHICH BEARS S 55° 47' 52" E, 117.03 FEET;

THENCE S 33° 18' 46" E, 87.55 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 44° 40' 11", AND AN ARC LENGTH OF 106.81 FEET, THE CHORD OF WHICH BEARS S 55° 38' 52" E, 104.13 FEET;

THENCE S 77° 58' 57" E, 78.22 FEET TO A POINT OF CURVATURE;



THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 108° 00' 30", AND AN ARC LENGTH OF 358.17 FEET, THE CHORD OF WHICH BEARS S 23° 58' 42" E, 307.44 FEET;

THENCE S 30° 01' 33" W, 95.88 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 89° 28' 47", AND AN ARC LENGTH OF 18.74 FEET, THE CHORD OF WHICH BEARS S 74° 45' 56" W, 16.89 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 45° 58' 13", AND AN ARC LENGTH OF 104.30 FEET, THE CHORD OF WHICH BEARS N 83° 28' 47" W, 101.53 FEET;

THENCE S 73° 32' 06" W, 42.57 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 61° 54' 23", AND AN ARC LENGTH OF 75.63 FEET, THE CHORD OF WHICH BEARS N 75° 30' 42" W, 72.01 FEET;

THENCE N 44° 33' 31" W, 59.44 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 48° 38' 36", AND AN ARC LENGTH OF 237.72 FEET, THE CHORD OF WHICH BEARS N 68° 52' 49" W, 230.64 FEET TO A POINT OF NON-TANGENT COMPOUND CURVATURE;

THENCE ALONG THE EAST LINE OF COOPER CREEK VILLAGE ANNEXATION PARCEL 3, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 92° 18' 44", AND AN ARC LENGTH OF 153.06 FEET, THE CHORD OF WHICH BEARS N 47° 02' 45" W, 137.03 FEET;
- 2) THENCE N 00° 53' 23" W, 146.50 FEET TO A POINT OF CURVATURE;



- 3) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 44° 03' 21", AND AN ARC LENGTH OF 123.03 FEET, THE CHORD OF WHICH BEARS N 22° 55' 03" W, 120.02 FEET TO THE POINT OF BEGINNING.

AREA= 6.073 ACRES, MORE OR LESS.

Michael Sean Kervin PLS 34592
Date: 7/8/21
Project: 21-019
For and on Behalf of
Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

3473 S. Broadway Blvd. Englewood, Colorado 80113 Telephone: 303.730.5919

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 7



JUNE 29, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 7

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 18° 03' 22" W, 1089.66 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND THE POINT OF BEGINNING:

THENCE S 45° 14' 24" W, 112.00 FEET TO A POINT ON THE NORTH LINE OF COOPER CREEK VILLAGE ANNEXATION PARCEL 6, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 6, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 62° 05' 11", AND AN ARC LENGTH OF 205.89 FEET, THE CHORD OF WHICH BEARS N 46° 56' 22" W, 195.96 FEET;
- 2) THENCE N 77° 58' 57" W, 78.22 FEET TO A POINT OF CURVATURE;
- 3) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 44° 40' 11", AND AN ARC LENGTH OF 106.81 FEET, THE CHORD OF WHICH BEARS N 55° 38' 52" W, 104.13 FEET;
- 4) THENCE N 33° 18' 46" W, 87.55 FEET TO A POINT OF CURVATURE;
- 5) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 153.00 FEET, A CENTRAL ANGLE OF 44° 58' 10", AND AN ARC LENGTH OF 120.08 FEET, THE CHORD OF WHICH BEARS N 55° 47' 52" W, 117.03 FEET;
- 6) THENCE N 78° 16' 57" W, 166.16 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 6, ALSO BEING THE EAST LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 2, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND ALONG THE ARC OF A CURVE TO THE

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RIGHT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 110° 54' 03", AND AN ARC LENGTH OF 265.18 FEET, THE CHORD OF WHICH BEARS N 22° 49' 55" W, 225.68 FEET;

THENCE N 32° 37' 06" E, 34.01 FEET ALONG THE EAST LINE OF SAID PARCEL 2 TO THE NORTH EAST CORNER THEREOF, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE S 57° 22' 54" E, 365.22 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3719.82 FEET, A CENTRAL ANGLE OF 08° 46' 19", AND AN ARC LENGTH OF 569.51 FEET, THE CHORD OF WHICH BEARS S 52° 59' 44" E, 568.95 FEET TO THE POINT OF BEGINNING.

AREA= 2.552 ACRES, MORE OR LESS.

 Michael Sean Kervin PLS 34592
 Date: 07/08/2021
 Project: 21-019
 For and on Behalf of
 Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 8



JULY 8, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 8

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 89° 11' 45" W, 591.31 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE POINT OF BEGINNING;

THENCE CONTINUING N 89° 11' 45" W, 529.84 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE SOUTHEAST CORNER OF THAT COOPER CREEK VILLAGE ANNEXATION PARCEL 3, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE;

THENCE ALONG THE EAST LINE OF SAID PARCEL 3, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) THENCE N 08° 55' 04" E, 42.08 FEET;
- 2) THENCE N 25° 15' 11" E, 49.68 FEET;
- 3) THENCE N 33° 41' 03" E, 157.97 FEET;
- 4) THENCE N 19° 02' 51" E, 150.49 FEET;
- 5) THENCE N 05° 15' 56" E, 137.89 FEET;
- 6) THENCE N 01° 12' 01" W, 109.99 FEET;
- 7) THENCE N 19° 00' 04" W, 134.06 FEET;
- 8) THENCE N 04° 30' 07" W, 119.35 FEET TO A POINT ON THE SOUTH LINE OF COOPER CREEK VILLAGE ANNEXATION PARCEL 6, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 6, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 19° 01' 37", AND AN ARC LENGTH OF 31.55 FEET, THE CHORD OF WHICH BEARS S 83° 41' 19" E, 31.40 FEET TO A POINT OF REVERSE CURVATURE;

3473 S. Broadway Blvd. Englewood, Colorado 80113 Telephone: 303.730.5919



- 2) THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF $48^{\circ} 38' 36''$, AND AN ARC LENGTH OF 237.72 FEET, THE CHORD OF WHICH BEARS $S 68^{\circ} 52' 49'' E$, 230.64 FEET;
- 3) THENCE $S 44^{\circ} 33' 31'' E$, 59.44 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF $61^{\circ} 54' 23''$, AND AN ARC LENGTH OF 75.63 FEET, THE CHORD OF WHICH BEARS $S 75^{\circ} 30' 42'' E$, 72.01 FEET;
- 5) THENCE $N 73^{\circ} 32' 06'' E$, 42.57 FEET TO A POINT OF CURVATURE;
- 6) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF $45^{\circ} 58' 13''$, AND AN ARC LENGTH OF 104.30 FEET, THE CHORD OF WHICH BEARS $S 83^{\circ} 28' 47'' E$ 101.53 FEET TO A POINT OF REVERSE CURVATURE;
- 7) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF $89^{\circ} 28' 47''$, AND AN ARC LENGTH OF 18.74 FEET, THE CHORD OF WHICH BEARS $N 74^{\circ} 45' 56'' E$, 16.89 FEET;

THENCE $S 30^{\circ} 01' 33'' W$, 70.95 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF $25^{\circ} 14' 05''$, AND AN ARC LENGTH OF 48.45 FEET, THE CHORD OF WHICH BEARS $S 42^{\circ} 38' 35'' W$, 48.06 FEET;

THENCE $S 55^{\circ} 15' 38'' W$, 78.57 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF $54^{\circ} 59' 05''$, AND AN ARC LENGTH OF 139.15 FEET, THE CHORD OF WHICH BEARS $S 27^{\circ} 46' 05'' W$, 133.87 FEET;

THENCE $S 00^{\circ} 16' 32'' W$, 75.28 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF $61^{\circ} 54' 07''$ AND AN ARC LENGTH OF 148.01 FEET, THE CHORD OF WHICH BEARS $S 30^{\circ} 40' 31'' E$, 140.92 FEET;



THENCE S 03° 25' 25" E, 262.68 FEET TO THE POINT OF BEGINNING.

AREA= 6.95 | ACRES, MORE OR LESS.

Michael Sean Kervin PLS 34592
Date: 7/8/21
Project: 21-019
For and on Behalf of
Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 9



JULY 8, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 9

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 35° 02' 09" E, 448.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND THE POINT OF BEGINNING;

THENCE S 15° 52' 54" W, 10.17 FEET;

THENCE S 37° 21' 46" W, 21.20 FEET;

THENCE S 78° 58' 56" W, 60.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 135° 37' 30", AND AN ARC LENGTH OF 269.85 FEET, THE CHORD OF WHICH BEARS N 78° 49' 49" W, 211.12 FEET;

THENCE S 33° 21' 26" W, 24.19 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 46° 16' 28", AND AN ARC LENGTH OF 88.84 FEET, THE CHORD OF WHICH BEARS S 56° 29' 40" W, 86.45 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 80° 31' 38", AND AN ARC LENGTH OF 92.76 FEET, THE CHORD OF WHICH BEARS S 39° 22' 06" W, 85.31 FEET;

THENCE S 00° 53' 44" E, 19.59 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 20° 08' 00", AND AN ARC LENGTH OF 45.68 FEET, THE CHORD OF WHICH BEARS S 09° 10' 17" W, 45.45 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 109° 01' 36" AND AN ARC LENGTH OF 22.83 FEET, THE CHORD OF WHICH BEARS S 35° 16' 31" E, 19.54 FEET;

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THENCE S 00° 12' 41" W, 60.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 34° 38' 27", AND AN ARC LENGTH OF 139.06 FEET, THE CHORD OF WHICH BEARS N 72° 28' 05" W, 136.95 FEET;

THENCE N 55° 08' 52" W, 172.96 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 77.00 FEET, A CENTRAL ANGLE OF 31° 38' 50", AND AN ARC LENGTH OF 42.53 FEET, THE CHORD OF WHICH BEARS N 70° 58' 16" W, 41.99 FEET;

THENCE N 86° 47' 41" W, 78.11 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE EAST LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 8, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 87° 04' 13", AND AN ARC LENGTH OF 208.19 FEET, THE CHORD OF WHICH BEARS N 43° 15' 34" W, 188.73 FEET;

THENCE ALONG THE EAST LINE OF SAID PARCEL 8, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) THENCE N 00° 16' 32" E, 75.28 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 54° 59' 05", AND AN ARC LENGTH OF 139.15 FEET, THE CHORD OF WHICH BEARS N 27° 46' 05" E, 133.87 FEET;
- 3) THENCE N 55° 15' 38" E, 78.57 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 25° 14' 05", AND AN ARC LENGTH OF 48.45 FEET, THE CHORD OF WHICH BEARS N 42° 38' 35" E, 48.06 FEET;
- 5) THENCE N 30° 01' 33" E, 166.83 FEET TO A POINT OF CURVATURE TO A POINT ON THE EAST LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 6, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE;

THENCE ALONG THE EAST LINE OF SAID PARCEL 6 AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 45° 55' 20" AND AN ARC LENGTH OF 152.28 FEET, THE CHORD OF WHICH BEARS N 07° 03' 53" E, 148.24 FEET TO THE SOUTH CORNER OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 7, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE;



THENCE N 45° 14' 24" E, 112.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 7 TO THE EAST CORNER THEREOF, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE WEST LINE OF SAID UNION PACIFIC RAILROAD AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3719.82 FEET, A CENTRAL ANGLE OF 13° 49' 18", AND AN ARC LENGTH OF 897.35 FEET, THE CHORD OF WHICH BEARS S 41° 41' 55" E, 895.18 FEET TO THE POINT OF BEGINNING.

AREA= 9.774 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592
Date: 07/08/2021
Project: 21-019
For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION
PARCEL 10



JULY 8, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 10

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 89° 11' 45" W, 591.31 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE SOUTHEAST CORNER OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 8, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE;

THENCE N 03° 25' 25" W, 262.68 FEET ALONG THE EAST LINE OF SAID PARCEL 8 TO A POINT ON THE SOUTH LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 9, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 9, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 25° 10' 06", AND AN ARC LENGTH OF 60.18 FEET, THE CHORD OF WHICH BEARS S 74° 12' 38" E, 59.70 FEET;
- 2) THENCE S 86° 47' 41" E, 78.11 FEET TO A POINT OF CURVATURE;
- 3) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 77.00 FEET, A CENTRAL ANGLE OF 31° 38' 50", AND AN ARC LENGTH OF 42.53 FEET, THE CHORD OF WHICH BEARS S 70° 58' 16" E, 41.99 FEET;
- 4) THENCE S 55° 08' 52" E, 172.96 FEET TO A POINT OF CURVATURE;
- 5) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 34° 38' 27" AND AN ARC LENGTH OF 139.06 FEET, THE CHORD OF WHICH BEARS S 72° 28' 05" E, 136.95 FEET;
- 6) THENCE N 00° 12' 41" E, 60.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

3473 S. Broadway Blvd. Englewood, Colorado 80113 Telephone: 303.730.5919



THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF $10^{\circ} 47' 54''$, AND AN ARC LENGTH OF 32.04 FEET, THE CHORD OF WHICH BEARS $N 84^{\circ} 48' 44'' E, 31.99$ FEET;

THENCE $N 79^{\circ} 24' 47'' E, 74.91$ FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF $15^{\circ} 36' 32''$, AND AN ARC LENGTH OF 37.32 FEET, THE CHORD OF WHICH BEARS $N 87^{\circ} 13' 03'' E, 37.21$ FEET;

THENCE $S 84^{\circ} 58' 41'' E, 68.70$ FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF $87^{\circ} 09' 28''$, AND AN ARC LENGTH OF 182.54 FEET, THE CHORD OF WHICH BEARS $N 51^{\circ} 26' 35'' E, 165.44$ FEET;

THENCE $N 07^{\circ} 51' 51'' E, 20.64$ FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF $18^{\circ} 52' 55''$ AND AN ARC LENGTH OF 37.57 FEET, THE CHORD OF WHICH BEARS $N 01^{\circ} 34' 36'' W, 37.40$ FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 9;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 9, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE $N 78^{\circ} 58' 56'' E, 60.00$ FEET;
- 2) THENCE $N 37^{\circ} 21' 46'' E, 21.20$ FEET;
- 3) THENCE $N 15^{\circ} 52' 54'' E, 10.17$ FEET TO A POINT OF NON-TANGENT CURVATURE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE ALONG THE WEST RIGHT-OF-WAY LINES OF SAID UNION PACIFIC RAILROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3719.82 FEET, A CENTRAL ANGLE OF $05^{\circ} 32' 22''$, AND AN ARC LENGTH OF 359.64 FEET, THE CHORD OF WHICH BEARS $S 32^{\circ} 01' 05'' E, 359.50$ FEET TO A POINT OF NON-TANGENT COMPOUND CURVATURE;
- 2) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1768.59 FEET, A CENTRAL ANGLE OF $02^{\circ} 26' 35''$ AND AN ARC LENGTH OF 75.41 FEET, THE CHORD OF WHICH BEARS $S 28^{\circ} 01' 36'' E,$



75.41 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER
OF SAID SECTION 33;

THENCE N 89° 33' 13" W, 483.80 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SAID SECTION 33 TO THE POINT OF BEGINNING.

AREA= 4.830 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592

Date: 7/8/21

Project: 21-019

For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION
PARCEL 11



JULY 8, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 11

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 45° 32' 10" W, 222.87 FEET TO THE SOUTH CORNER OF COOPER CREEK VILLAGE ANNEXATION PARCEL 9, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINES OF SAID PARCEL 9, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 109° 01' 36", AND AN ARC LENGTH OF 22.83 FEET, THE CHORD OF WHICH BEARS N 35° 16' 31" W, 19.54 FEET TO A POINT OF REVERSE CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 20° 08' 00", AND AN ARC LENGTH OF 45.68 FEET, THE CHORD OF WHICH BEARS N 09° 10' 17" E, 45.45 FEET;
- 3) THENCE N 00° 53' 44" W, 19.59 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 80° 31' 38", AND AN ARC LENGTH OF 92.76 FEET, THE CHORD OF WHICH BEARS N 39° 22' 06" E, 85.31 FEET TO A POINT OF REVERSE CURVATURE;



- 5) THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF $46^{\circ} 16' 28''$, AND AN ARC LENGTH OF 88.84 FEET, THE CHORD OF WHICH BEARS $N 56^{\circ} 29' 40''$ E, 86.45 FEET;
- 6) THENCE $N 33^{\circ} 21' 26''$ E, 24.19 FEET TO A POINT OF CURVATURE;
- 7) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF $154^{\circ} 30' 25''$, AND AN ARC LENGTH OF 307.42 FEET, THE CHORD OF WHICH BEARS $S 69^{\circ} 23' 21''$ E, 222.38 FEET TO A POINT ON THE NORTH LINE OF COOPER CREEK VILLAGE ANNEXATION PARCEL 10, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE

THENCE ALONG THE NORTH LINES OF SAID PARCEL 10, THE FOLLOWING SIX (6) COURSES AND DISTANCES;

- 1) THENCE $S 07^{\circ} 51' 51''$ W, 20.64 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF $87^{\circ} 09' 28''$, AND AN ARC LENGTH OF 182.54 FEET, THE CHORD OF WHICH BEARS $S 51^{\circ} 26' 35''$ W, 165.44 FEET;
- 3) THENCE $N 84^{\circ} 58' 41''$ W, 68.70 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF $15^{\circ} 36' 32''$, AND AN ARC LENGTH OF 37.32 FEET, THE CHORD OF WHICH BEARS $S 87^{\circ} 13' 03''$ W, 37.21 FEET;
- 5) THENCE $S 79^{\circ} 24' 47''$ W, 74.91 FEET



- 6) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 10° 47' 54", AND AN ARC LENGTH OF 32.04 FEET, THE CHORD OF WHICH BEARS S 84° 48' 44" W, 31.99 FEET TO THE POINT OF BEGINNING.

AREA= 1.504 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592
Date: 07/08/2021
Project: 21-019
For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

EXHIBIT 1.2
LEGAL DESCRIPTION OF COOPER CREEK NORTH PARCELS

Clock Tower Property (owned by WPT):

A TRACT OF LAND IN THE S1/2N1/2SE1/4NW1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 40, WHICH POINT IS 292.72 FEET NORTHWESTERLY MEASURED ALONG SAID RIGHT OF WAY LINE, FROM A POINT 19.10 FEET S 89 ° 58' W FROM THE SOUTHEAST CORNER OF THE SAID S1/2N1/2SE1/4NW1/4; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE, 66.78 FEET TO THE NORTHEAST CORNER OF A TRACT ON THE NORTH LINE OF AFORESAID SUBDIVISION;
THENCE WESTERLY ALONG SAID SUBDIVISIONAL LINE FOR 150.0 FEET TO THE NORTHWEST CORNER OF THIS TRACT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE PRECEDING COURSE FOR 73.60 FEET; THENCE N 62 ° 16' E, A DISTANCE OF 114.40 FEET MORE OR LESS, ALONG THE NORTHERLY LINE OF THE PETERSON TRACT TO THE POINT OF BEGINNING
COUNTY OF GRAND, STATE OF COLORADO

DWPG Property (owned by JAC):

PARCEL A:

THAT PORTION OF THE S1/2N1/2SE1/4NW1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SUBJECT PROPERTY BEING THE MOST NORTHERLY CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED FROM HIDEAWAY, INC. TO FRITZ F. SHROETER, ET AL., RECORDED NOVEMBER 18, 1969, IN BOOK 162 AT PAGE 745 AND LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 40 AND FROM WHENCE THE NORTH 1/4 CORNER OF SAID SECTION 33 BEARS N00°40'00"E, 1838.44 FEET;
THENCE S68°00'00"W, ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 162 AT PAGE 745, A DISTANCE OF 112.80 FEET; THENCE S89°58'00"W AND CONTINUING ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 162 AT PAGE 745, A DISTANCE OF 109.40 FEET TO THE NORTHWEST CORNER THEREOF, ALSO BEING THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED FROM VICTOR C. HUFFAKER AND ROMA LEE HUFFAKER TO LOUIS A DVONCH AND JULIE M. DVONCH RECORDED JANUARY 9, 1964, IN BOOK 146 AT PAGE 123;
THENCE N0°02'00"W, ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 146 AT PAGE 123, A DISTANCE OF 114.75 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED FROM RUSSELL C. BOWLBY AND NANCY E. BOWLBY TO REID A. WOODBURY AND VIRGINIA P. WOODBURY RECORDED JUNE 22, 1970, IN BOOK 171 AT PAGE 372;

THENCE N89°58'00"E. ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 171 AT PAGE 372, A DISTANCE OF 73.60 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED FROM LEE J. PHILLIPS AND MARVINA S. PHILLIPS TO ROBERT E. PETERSEN AND ELVY M. PETERSEN RECORDED JANUARY 9, 1963, IN BOOK 142 AT PAGE 188;

THENCE S21°48'00"E, ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 142 AT PAGE 188, A DISTANCE OF 47.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N70°01'00"E, ALONG THE SOUTHERLY LINE OF SAID TRACT DESCRIBED IN BOOK 142 AT PAGE 188, A DISTANCE OF 113.7 FEET TO THE SOUTHEAST CORNER THEREOF ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 40;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 40, A DISTANCE OF 72.70 FEET TO THE POINT OF BEGINNING. COUNTY OF GRAND, STATE OF COLORADO

PARCEL B:

LOTS 3 AND 4,

DVONCH SUBDIVISION EXEMPTION, ACCORDING TO THE PLAT THEREOF FILED MAY 11, 1993, AT RECEPTION NO. 93004137 COUNTY OF GRAND, STATE OF COLORADO

Crary Property (owned by JAC):

LOT 5,

DVONCH SUBDIVISION EXEMPTION,

ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1993 AT RECEPTION NO. [93004137](#) COUNTY OF GRAND, STATE OF COLORADO

Chalet Property (owned by JAC):

ALL THAT PORTION OF THE SOUTH 1/2 NORTH 1/2 SOUTHEAST 1/4 NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT FROM WHENCE THE SOUTHEAST CORNER OF SAID SOUTH 1/2 NORTH 1/2 SOUTHEAST 1/4 NORTHWEST 1/4 BEARS SOUTH 87 DEGREES 55 MINUTES EAST, 419.33 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, PARALLEL WITH AND 15 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH 1/2 SOUTHEAST 1/4 SOUTHWEST 1/4, A DISTANCE OF 45 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, 75.00 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 00 SECONDS WEST, 85.00 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, 75.00 FEET;

THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS EAST, 85.00 FEET TO THE
POINT OF BEGINNING. COUNTY OF GRAND, STATE OF COLORADO

Cooper Creek Square (owned by CCWP):

PARCELS 1, 2 AND 3

A MINOR SUBDIVISION OF COOPER CREEK SQUARE, PARCELS 1, 2 AND 3,
ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1998 AT RECEPTION
NO. 98001103

COUNTY OF GRAND, STATE OF COLORADO

EXHIBIT 1.3
LEGAL DESCRIPTION OF COOPER CREEK SOUTH PARCEL

WP Station Property (owned by SWP):

THAT PORTION OF WINTER PARK 90, ACCORDING TO THE PLAT RECORDED OCTOBER 26, 1983, AT RECEPTION NO. 209105, LYING WEST OF CRESTVIEW PLACE CONDOMINIUMS, ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1990, AT RECEPTION NO. 288554.

COUNTY OF GRAND, STATE OF COLORADO.

EXHIBIT 2

DECLARATION OF COVENANT Residential Real Estate Transfer Assessment

This Declaration of Covenant (the “**Covenant**”) is made by JAC Colorado II, LLC, a Colorado limited liability company (“**JAC**”), Cooper Creek WP, LLC, a Colorado limited liability company (“**CCWP**”), Station WP, LLC (“**SWP**”), a Colorado limited liability company, and Winter Park Tower, Limited Liability Company, a Colorado limited liability company (“**WPT**”) (each of JAC, CCWP, SWP and WPT are an “**Owner**” and collectively the “**Owners**”), and shall be effective upon its recording in the Grand County, Colorado, real property records (the “**Effective Date**”).

RECITALS

A. JAC owns certain real property more particularly described on **Exhibit A** as the “**JAC Property**,” CCWP owns certain real property more particularly described on **Exhibit A** as the “**CCWP Property**,” SWP owns certain real property more particularly described on **Exhibit A** as the “**SWP Property**” and WPT owns certain real property more particularly described on **Exhibit A** as the “**WPT Property**” (collectively, the JAC Property, CCWP Property, SWP Property and WPT Property are the “**FDP Properties**”). By executing and recording this Covenant in the Grand County, Colorado real property records, JAC shall encumber the JAC Property with this Covenant, CCWP shall encumber the CCWP Property with this Covenant, SWP shall encumber the SWP Property with this Covenant and WPT shall encumber the WPT Property with this Covenant.

B. Owners and others entered into an Annexation Agreement (the “**Annexation Agreement**”) and Development Guide Agreement (the “**Development Guide Agreement**”) with the Town of Winter Park (the “**Town**”), each dated _____, 2022 and recorded in the real property records of Grand County (the “**Records**”) at Reception Nos. _____ and _____, respectively. The Annexation Agreement and the Development Guide Agreement govern, among other things, the annexation and development of the FDP Properties.

C. Owners propose to develop the FDP Properties as a mixed-use commercial and residential development featuring single-family residences, multi-family residences, hospitality and lodging, commercial uses, roads and streets, utilities, a gondola, recreational uses including trails, parks and open space, and other amenities.

D. In the Annexation Agreement, the Town and Owners agreed to a residential real estate transfer assessment in the amount of 0.5% of the “**Consideration**” (as hereinafter defined) paid for each non-exempt transfer of any residential property within the FDP Properties ~~improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued~~ (the “**Transfer Assessment**”).

E. Each person acquiring any interest in any lot or tract within the FDP Properties shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance to it, to the provisions of this Covenant, and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the assessment payable hereunder.

COVENANT

In light of the foregoing Recitals and the consideration set forth in the Annexation Agreement and the Development Guide Agreement, each Owner hereby covenants and binds portion of the FDP Properties it owns as follows:

Section 1. Definitions. For purposes of this Covenant, and consistent with Title 1, Chapter 10 of the Town Code of Winter Park, as amended (the “**Code**”), the following terms shall have the following meanings:

a. “**Consideration**” means the gross consideration paid for any of the real property affected by the “**Transfer**” (as hereinafter defined) and includes actual cash paid, the money equivalent of real property delivered or conveyed in exchange for the Transfer, or contracted to be paid or delivered or conveyed, in return for the Transfer of ownership or interests in the property, and includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance or debt, but specifically excluding the price paid for any personal property, such as furniture, fixtures or equipment (“**FF&E**”) either given to secure the purchase price, or any part thereof, or remaining unpaid on any portion of the FDP Properties at the time of the Transfer. “**Consideration**” does not include as an addition to gross consideration the amount of any outstanding lien or encumbrance in favor of the United States, the state of Colorado, or of a municipal or quasi-municipal corporation or district for taxes, special benefits, or improvements. For the sake of clarification and absence of doubt, and notwithstanding anything to the contrary herein, Consideration shall only be based upon the price paid for real property and not any personal property, including, but, not limited to FF&E, affected by a Transfer.

b. “**Dwelling Unit**” or “**Dwelling Units**” has the meaning set forth in the Development Guide Agreement.

c. “**Final Court Action**” means a final order or opinion issued by a court of competent jurisdiction by which the Town or any Owner is bound, where no appeal can be taken or the time for filing an appeal has expired.

d. “**Transfer**” means, whether or not the same is in writing or is recorded, each and every sale, grant, assignment, exchange, or conveyance of any ownership or title to any residential portion of the FDP Properties improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued, and the sale, leasing, letting, conveyance, or assignment of a possessory interest for a period greater than fifty (50) years in any residential portion of the FDP Properties improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued, subject to the exemptions set forth in Section 3.

Section 2. Covenant. Each Owner hereby covenants and agrees with respect to the applicable portion of the FDP Properties that it owns, that the Transfer Assessment shall be due and payable at the time of each Transfer. The parties to the Transfer shall be entitled to determine, as among themselves, which party or parties to the Transfer shall pay the Transfer Assessment, so long as the total amount of the Transfer Assessment is paid to the Town. The amount of the Transfer Assessment is One Half of One Percent (0.5%) of the Consideration paid in connection with such

Transfer. Except as provided in Sections 3 and 4, each Owner hereby waives, on behalf of itself and its successors in title, any right to challenge the Transfer Assessment on any basis at any time.

Section 3. Exemptions.

a. No Transfer Assessment shall be due or payable with respect to any Transfer that is specifically exempted from payment of the Town's Real Estate Transfer Tax pursuant to Section 1-10-6 of the Code.

b. No Transfer Assessment shall be due or payable with respect to any Transfer which is a reorganization of any business entity that owns title to any portion of the property being transferred that does not result in the conveyance by deed of such real property to another business entity or individual.

c. No Transfer Assessment shall be due or payable with respect to any Transfer of any portion of the FDP Properties between an Owner and any entity in which the owners of that Owner also have an ownership interest.

d. No Transfer Assessment under this Covenant shall be due or payable with respect to the Transfer of any non-residential portion of the FDP Properties.

Section 4. Exemption Procedure. The procedure for obtaining an exemption shall be the procedure set forth in Title 1, Chapter 10 of the Code.

Section 5. Receipt and Application of Funds. The Transfer Assessment may be paid by either party to the Transfer, as negotiated in each Transfer. Each Transfer Assessment shall be paid directly to the Town. All amounts received by the Town pursuant to this Covenant shall be directed to the Town's General Fund, but accounted for as a separate income item and used exclusively for construction of attainable housing, provided that a portion of the funds may be used to administer the collection of the Transfer Assessment.

Section 6. Penalties and Liens. Penalties and liens shall be imposed as set forth in Title 1, Chapter 10 of the Code.

Section 7. Relationship to Property. Each Owner acknowledges and agrees that, because the funds raised by the Transfer Assessment are required to be used for the purpose specified in Section 5 above, the obligations imposed by this Covenant are related to and touch and concern the FDP Properties. This Covenant shall run with title to each of the FDP Properties and be binding on all persons who hereafter acquire any interest in any of the FDP Properties, whether as an owner, renter, trustee, or mortgage beneficiary or otherwise.

Section 8. Recording. This Covenant shall be recorded in the records of Grand County, Colorado.

Section 9. Enforcement. This Covenant is made for the express benefit of the owners and occupants of the FDP Properties and for the additional express benefit of the Town. The Town shall have the right and power to enforce the terms of this Covenant as provided in the Code, including but not limited to Titles 1 and 7 thereof, and to bring suit for either legal or equitable

relief for any breach, default, or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and the applicable Owner or its successors and assigns is provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within ten (10) days after receipt of such notice.

Section 10. Defense and Cure of Covenant.

a. In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, the Owners shall cooperate with the Town in the defense of such challenge, with each bearing its own costs and attorney fees. During the pendency of any such legal challenge, through and including any Final Court Action, the Owners shall not assert any legal position contrary to the enforceability of this Covenant.

b. In the event of a Final Court Action determining this Covenant to be invalid or unenforceable, in whole or in part, resulting from such third-party legal challenge, the Owners shall cooperate with the Town as necessary, and use its efforts to cure any such legal defects identified by such Final Court Action, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment as set forth in Section 1 above, or the purposes for which the funds raised by the Fee shall be expended, as set forth in Section 5 above.

c. If this Covenant is held to be invalid or unenforceable by any Final Court Action, the Owners shall not be required to purchase or repurchase any of the FDP Properties to effect a cure nor be required to pay any Transfer Assessment not collectable by the Town.

Section 11. Severability. A determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

Section 12. Statements. Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Assessment with respect to any specific portion of the FDP Properties identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than thirty (30) days after receipt of the request, and shall be binding on the Town.

Section 13. Amendment. This Covenant shall not be amended or terminated without the advance written consent of the Town. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by each of the Owners or their successors in the same manner as this Covenant and duly recorded.

Section 14. Term. The Transfer Assessment shall become effective upon recording of this Covenant and shall have an indefinite term, the intent being that this Covenant shall apply in perpetuity.

Section 15. Governing Law and Venue. The interpretation, enforcement or any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Covenant shall be in Grand County, Colorado.

COOPER CREEK WP, LLC,
a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____,
2022, by Charles J. Johnson, as Authorized Representative of Cooper Creek WP, LLC, a Colorado
limited liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires: _____

STATION WP, LLC,
a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____,
2022, by Charles J. Johnson, as Authorized Representative of Station WP, LLC, a Colorado limited
liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires: _____

Exhibit A
to
DECLARATION OF COVENANT
Residential Real Estate Transfer Assessment

JAC Property (to be inserted)

CCWP Property (to be inserted)

SWP Property (to be inserted)

WPT Property (to be inserted)

EXHIBIT 3

DECLARATION OF COVENANT General Real Estate Transfer Assessment

This Declaration of Covenant (the “**Covenant**”) is made by JAC Colorado II, LLC, a Colorado limited liability company (“**JAC**”), Cooper Creek WP, LLC, a Colorado limited liability company (“**CCWP**”), Station WP, LLC (“**SWP**”), a Colorado limited liability company, and Winter Park Tower, Limited Liability Company, a Colorado limited liability company (“**WPT**”) (each of JAC, CCWP, SWP and WPT are an “**Owner**” and collectively the “**Owners**”), and shall be effective upon its recording in the Grand County, Colorado, real property records (the “**Effective Date**”).

RECITALS

A. JAC owns certain real property more particularly described on **Exhibit A** as the “**JAC Property**,” CCWP owns certain real property more particularly described on **Exhibit A** as the “**CCWP Property**,” SWP owns certain real property more particularly described on **Exhibit A** as the “**SWP Property**” and WPT owns certain real property more particularly described on **Exhibit A** as the “**WPT Property**” (collectively, the JAC Property, CCWP Property, SWP Property and WPT Property are the “**FDP Properties**”). By executing and recording this Covenant in the Grand County, Colorado real property records, JAC shall encumber the JAC Property with this Covenant, CCWP shall encumber the CCWP Property with this Covenant, SWP shall encumber the SWP Property with this Covenant and WPT shall encumber the WPT Property with this Covenant.

B. Owners and others entered into an Annexation Agreement (the “**Annexation Agreement**”) and a Development Guide Agreement (the “**Development Guide Agreement**”) with the Town of Winter Park (the “**Town**”), each dated _____, 2022, and recorded in the real property records of Grand County (the “**Records**”) at Reception Nos. _____ and _____, respectively. The Annexation Agreement and the Development Guide Agreement govern, among other things, the annexation and development of the FDP Properties.

C. Owners propose to develop the FDP Properties as a mixed-use commercial and residential development featuring single-family residences, multi-family residences, hospitality and lodging, commercial uses, roads and streets, utilities, a gondola, recreational uses including trails, parks, open space and other amenities.

D. In the Annexation Agreement, the Town and the Owners agreed to a general real estate transfer assessment in the amount of 1.0% of the “**Consideration**” (as hereinafter defined) paid for each non-exempt transfer of property within the FDP Properties ~~improved with a commercial, residential or mixed-use unit for which a certificate of occupancy has been issued~~ (the “**Transfer Assessment**”).

E. Each person acquiring any interest in any lot or tract within the FDP Properties shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance to it, to the provisions of this Covenant, and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the assessment payable hereunder.

COVENANT

In light of the foregoing Recitals and the consideration set forth in the Annexation Agreement and the Development Guide Agreement, each Owner hereby covenants and binds the portion of the FDP Properties that it owns as follows:

Section 1. Definitions. For purposes of this Covenant, and consistent with Title 1, Chapter 10 of the Town Code of Winter Park, as amended (the “Code”), the following terms shall have the following meanings:

(a) **“Consideration”** means the gross consideration paid for any of the real property affected by the **“Transfer”** (as hereinafter defined) and includes actual cash paid, the money equivalent of real property delivered or conveyed in exchange for the Transfer, or contracted to be paid or delivered or conveyed, in return for the Transfer of ownership or interests in the property, and includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance or debt, but specifically excluding the price paid for any personal property such as furniture, fixtures or equipment (**“FF&E”**) either given to secure the purchase price, or any part thereof, or remaining unpaid on any portion of the FDP Properties at the time of the Transfer. “Consideration” does not include as an addition to gross consideration the amount of any outstanding lien or encumbrance in favor of the United States, the state of Colorado, or of a municipal or quasi-municipal corporation or district for taxes, special benefits, or improvements. For the sake of clarification and absence of doubt, and notwithstanding anything to the contrary herein, Consideration shall only be based upon the price paid for real property and not any personal property, including, but, not limited to FF&E, affected by a Transfer.

(b) **“Final Court Action”** means a final order or opinion issued by a court of competent jurisdiction by which the Town or any Owner is bound, where no appeal can be taken or the time for filing an appeal has expired.

(c) **“Transfer”** means, whether or not the same is in writing or is recorded, each and every sale, grant, assignment, exchange, or conveyance of any ownership or title to any portion of the FDP Properties improved with a commercial, residential or mixed-use unit for which a certificate of occupancy has been issued, and the sale, leasing, letting, conveyance, or assignment of a possessory interest for a period greater than fifty (50) years in any portion of the FDP Properties improved with a commercial, residential or mixed-use unit for which a certificate of occupancy has been issued, , subject to the exemptions set forth in Section 3.

Section 2. Covenant. Each Owner hereby covenants and agrees with respect to the applicable portion of the FDP Properties that it owns, that the Transfer Assessment shall be due and payable at the time of each Transfer. The parties to the Transfer shall be entitled to determine, as among themselves, which party or parties to the Transfer shall pay the Transfer Assessment, so long as the total amount of the Transfer Assessment is paid to the Town. The amount of the Transfer Assessment is One Percent (1.0%) of the Consideration paid in connection with such Transfer. Except as provided in Sections 3 and 4, each Owner hereby waives, on behalf of itself and its successors in title, any right to challenge the Transfer Assessment on any basis at any time.

Section 3. Exemptions.

(a) No Transfer Assessment shall be due or payable with respect to any Transfer that is specifically exempted from payment of the Town's Real Estate Transfer Tax pursuant to Section 1-10-6 of the Code.

(b) No Transfer Assessment shall be due or payable with respect to any Transfer which is a reorganization of any business entity that owns title to any portion of the property being transferred that does not result in the conveyance by deed of such real property to another business entity or individual.

(c) No Transfer Assessment shall be due or payable with respect to any Transfer of any portion of the FDP Properties between an Owner and any entity in which the owners of that Owner also have an ownership interest.

Section 4. Exemption Procedure. The procedure for obtaining an exemption shall be the procedure set forth in Title 1, Chapter 10 of the Code.

Section 5. Receipt and Application of Funds. The Transfer Assessment may be paid by either party to the Transfer, as negotiated in each Transfer. Each Transfer Assessment shall be paid directly to the Town. All amounts received by the Town pursuant to this Covenant shall be directed to the Town's General Fund, ~~but accounted for as a separate income item and used exclusively for transportation, special events in the Town, historic restorations and interpretive sites, child care services, resource acquisition, fire mitigation, parks and open space, multi-modal transportation facilities, other public services and facilities, and affordable or workforce housing, provided that a portion of the funds may be used to administer the collection of the Transfer Assessment.~~

Section 6. Penalties and Liens. Penalties and liens shall be imposed as set forth in Title 1, Chapter 10 of the Code.

Section 7. Relationship to Property. Each Owner acknowledges and agrees that, because the funds raised by the Transfer Assessment are required to be used for the purpose specified in Section 5 above, the obligations imposed by this Covenant are related to and touch and concern the FDP Properties. This Covenant shall run with title to each of the FDP Properties and be binding on all persons who hereafter acquire any interest in any of the FDP Properties, whether as an owner, renter, trustee, or mortgage beneficiary or otherwise.

Section 8. Recording. This Covenant shall be recorded in the records of Grand County, Colorado.

Section 9. Enforcement. This Covenant is made for the express benefit of the owners and occupants of the FDP Properties and for the additional express benefit of the Town. The Town shall have the right and power to enforce the terms of this Covenant as provided in the Code, including but not limited to Titles 1 and 7 thereof, and to bring suit for either legal or equitable relief for any breach, default, or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and the applicable Owner or its successors and assigns is

provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within ten (10) days after receipt of such notice.

Section 10. Defense and Cure of Covenant.

(a) In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, the Owners shall cooperate with the Town in the defense of such challenge, with each bearing its own costs and attorney fees. During the pendency of any such legal challenge, through and including any Final Court Action, the Owners shall not assert any legal position contrary to the enforceability of this Covenant.

(b) In the event of a Final Court Action determining this Covenant to be invalid or unenforceable, in whole or in part, resulting from such third-party legal challenge, the Owners shall cooperate with the Town as necessary, and use its efforts to cure any such legal defects identified by such Final Court Action, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment as set forth in Section 1 above, or the purposes for which the funds raised by the Fee shall be expended, as set forth in Section 5 above.

(c) If this Covenant is held to be invalid or unenforceable by any Final Court Action, the Owners shall not be required to purchase or repurchase any of the FDP Properties to effect a cure nor be required to pay any Transfer Assessment not collectable by the Town.

Section 11. Severability. A determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

Section 12. Statements. Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Assessment with respect to any specific portion of the FDP Properties identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than thirty (30) days after receipt of the request, and shall be binding on the Town.

Section 13. Amendment. This Covenant shall not be amended or terminated without the advance written consent of the Town. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by each of the Owners or their successors in the same manner as this Covenant and duly recorded.

Section 14. Term. The Transfer Assessment shall become effective upon recording of this Covenant and shall have an indefinite term, the intent being that this Covenant shall apply in perpetuity.

Section 15. Governing Law and Venue. The interpretation, enforcement or any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Covenant shall be in Grand County, Colorado.

Section 16. Encumbrance. Until terminated, each and every provision contained in this Covenant shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the FDP Properties is transferred, granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

Section 17. Incorporation of Recitals. The recitals stated herein are hereby incorporated into the operative provisions of this Covenant by this reference as if such recitals were set forth herein in full.

IN WITNESS WHEREOF, each of the Owners has executed this Covenant as of the Effective Date.

JAC COLORADO II, LLC, a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of JAC Colorado II, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires: _____

COOPER CREEK WP, LLC,
a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of Cooper Creek WP, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires: _____

STATION WP, LLC,
a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of Station WP, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires: _____

Exhibit A
to
DECLARATION OF COVENANT
General Real Estate Transfer Assessment

JAC Property (to be inserted)

CCWP Property (to be inserted)

SWP Property (to be inserted)

WPT Property (to be inserted)

Exhibit C PLANS

Vicinity Map

Existing Conditions & Site Analysis Exhibit

Zoning Plan

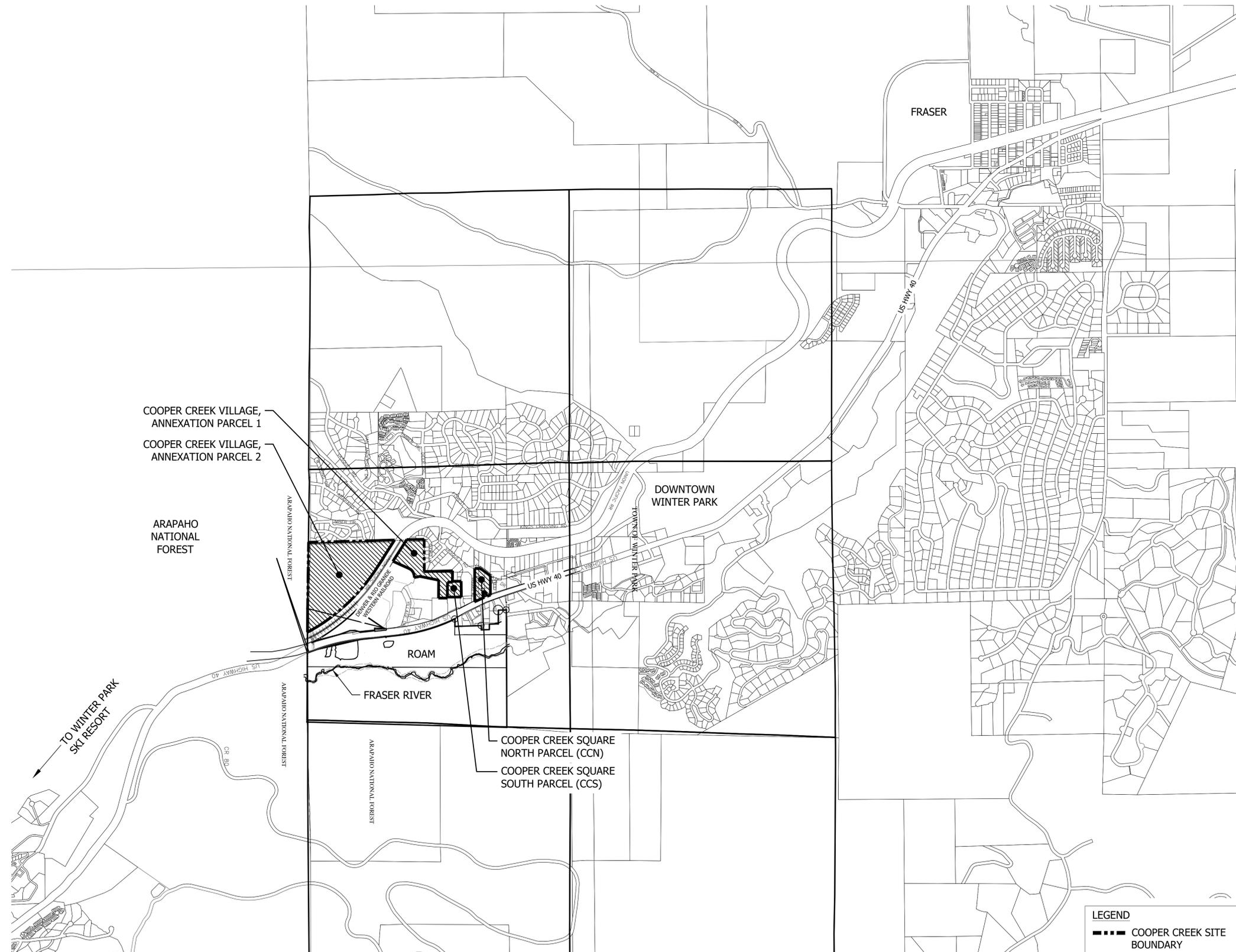
Land Use Plan

Multi-Model Plan

Conceptual Grading Plan

COOPER CREEK VILLAGE & COOPER CREEK SQUARE FINAL DEVELOPMENT PLAN

LOCATED IN THE TOWN OF WINTER PARK,
COUNTY OF GRAND, STATE OF COLORADO
VICINITY MAP



LEGEND
■■■■ COOPER CREEK SITE BOUNDARY

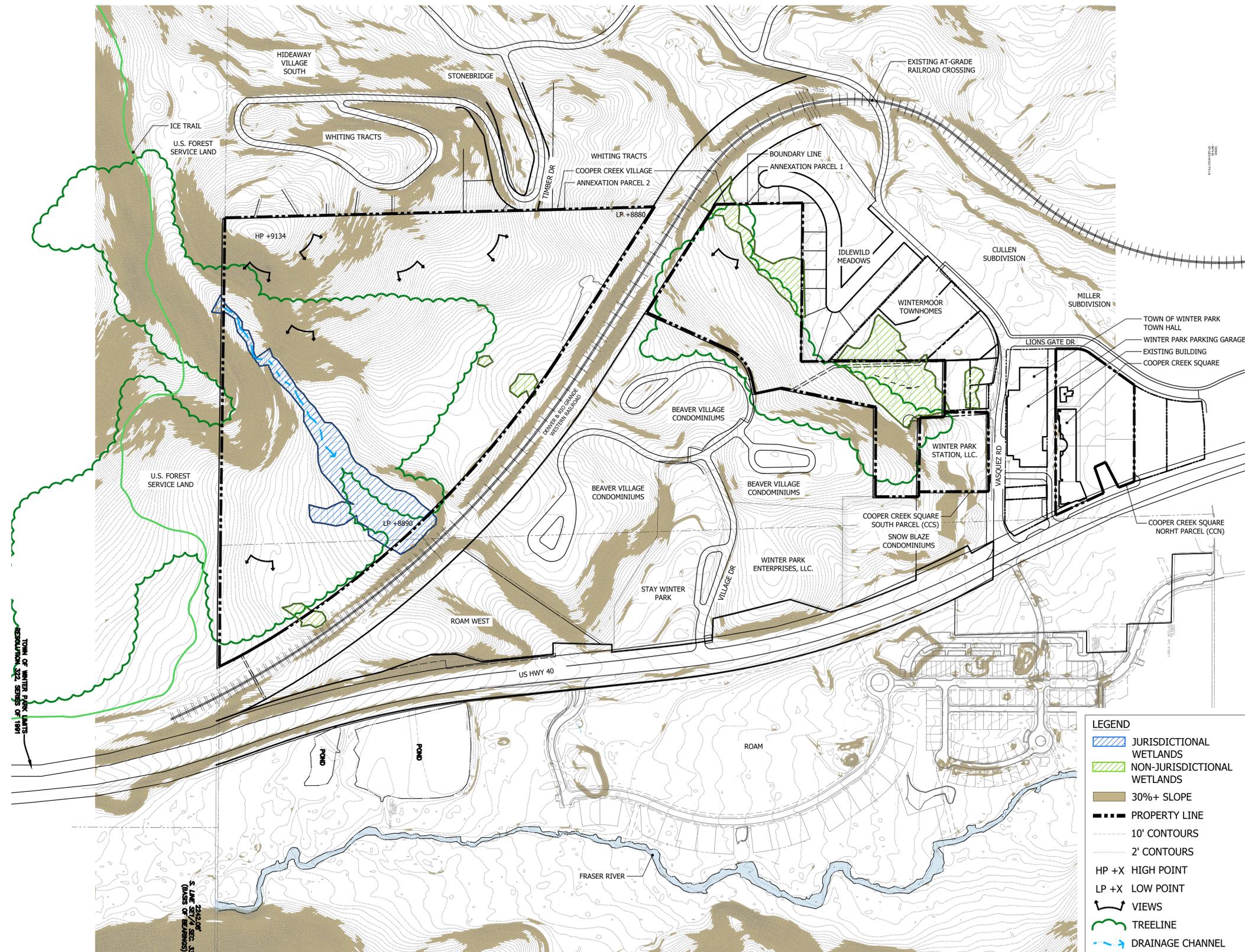
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0 500 1000 2000

VOGEL & ASSOCIATES
475 W. 12th Avenue - Suite E
Denver, Colorado 80204-3688
(303) 893-4288

h:\vogel\cooper creek\cad\cooper creek - vicinity map.dwg

COOPER CREEK VILLAGE & COOPER CREEK SQUARE FINAL DEVELOPMENT PLAN

LOCATED IN THE TOWN OF WINTER PARK,
COUNTY OF GRAND, STATE OF COLORADO
EXISTING CONDITIONS AND SITE ANALYSIS

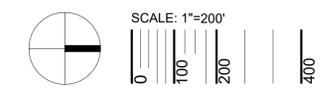


LEGEND

- JURISDICTIONAL WETLANDS
- NON-JURISDICTIONAL WETLANDS
- 30%+ SLOPE
- PROPERTY LINE
- 10' CONTOURS
- 2' CONTOURS
- HP +X HIGH POINT
- LP +X LOW POINT
- VIEWS
- TREELINE
- DRAINAGE CHANNEL

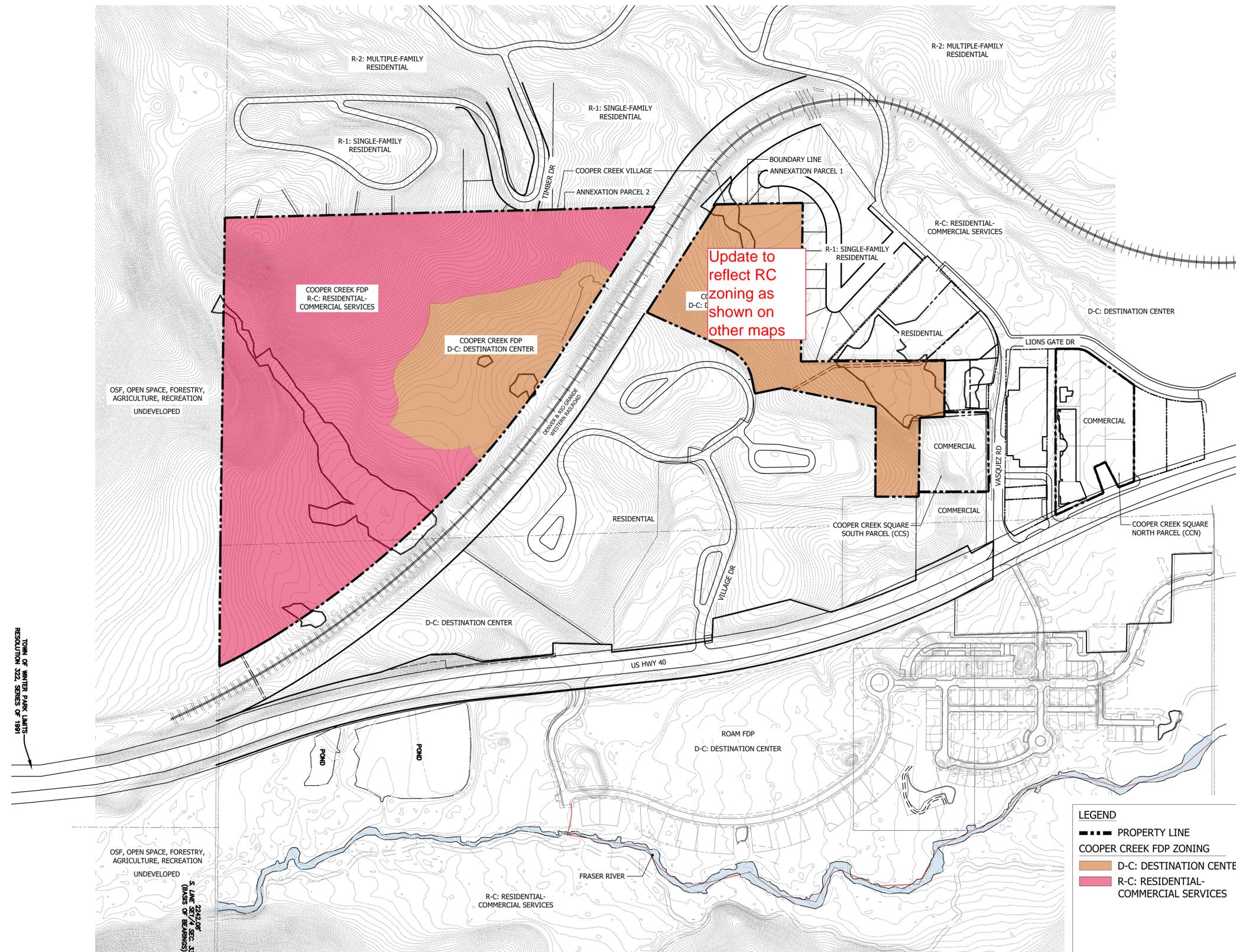
h:\vogel\cooper creek\cad\cooper creek.dwg

S. LINE 2342.00'
(BASED ON 2011 RECORDS)



COOPER CREEK VILLAGE & COOPER CREEK SQUARE FINAL DEVELOPMENT PLAN

LOCATED IN THE TOWN OF WINTER PARK,
COUNTY OF GRAND, STATE OF COLORADO
PROPOSED ZONING



TOWN OF WINTER PARK LIMITS
RESOLUTION 302, SERIES OF 1991

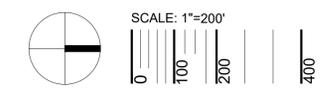
OSF, OPEN SPACE, FORESTRY,
AGRICULTURE, RECREATION
UNDEVELOPED

S. LINE 2342.00'
(BASED ON BEARINGS)

LEGEND

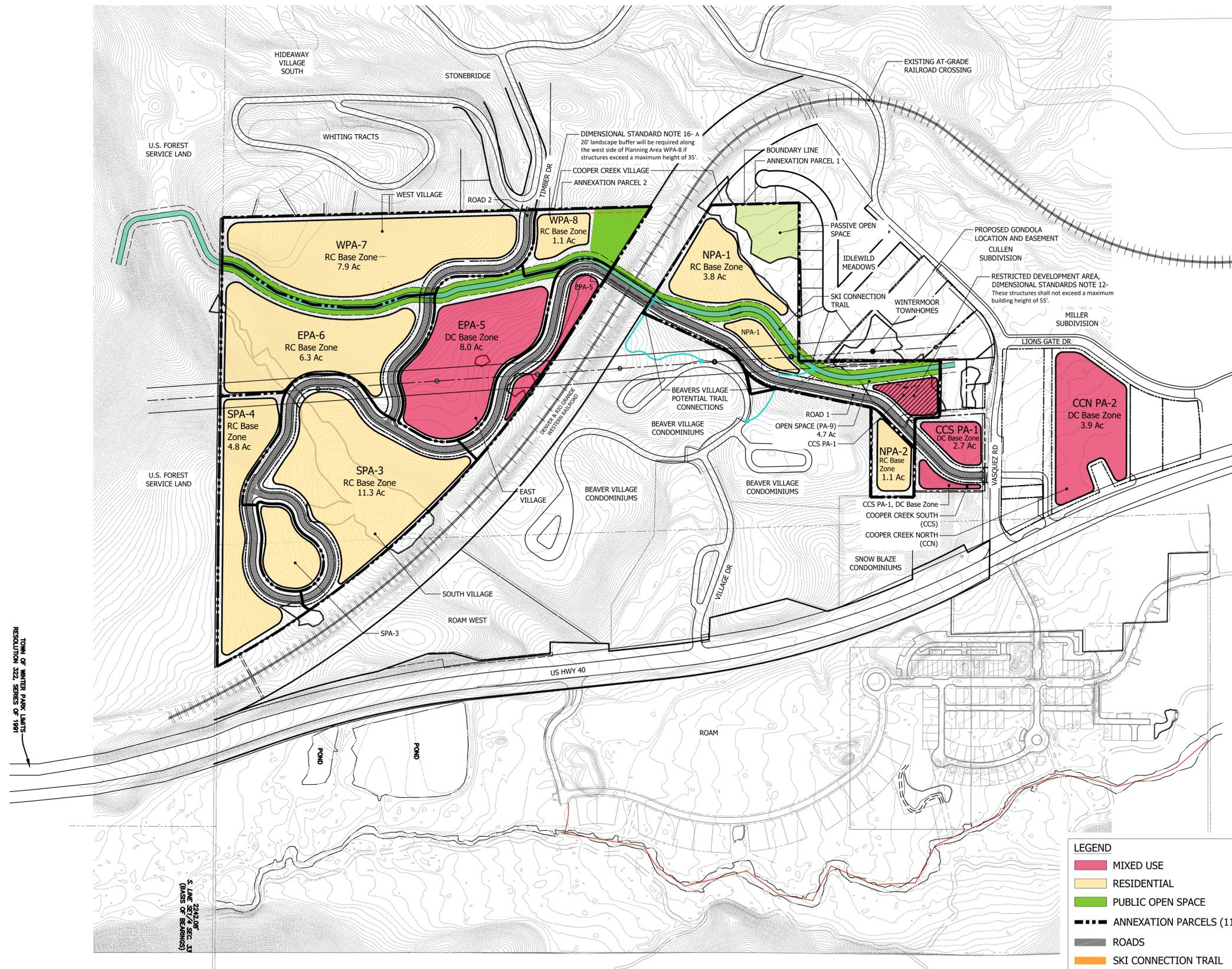
- PROPERTY LINE
- COOPER CREEK FDP ZONING
- D-C: DESTINATION CENTER
- R-C: RESIDENTIAL-COMMERCIAL SERVICES

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COOPER CREEK VILLAGE & COOPER CREEK SQUARE FINAL DEVELOPMENT PLAN

LOCATED IN THE TOWN OF WINTER PARK,
COUNTY OF GRAND, STATE OF COLORADO
LAND USE PLAN



LEGEND

- MIXED USE
- RESIDENTIAL
- PUBLIC OPEN SPACE
- ANNEXATION PARCELS (11)
- ROADS
- SKI CONNECTION TRAIL

SCALE: 1"=200'

0 100 200 400

VOGEL & ASSOCIATES
475 W. 12th Avenue - Suite E
Denver, Colorado 80204-3688
(303) 893-4288

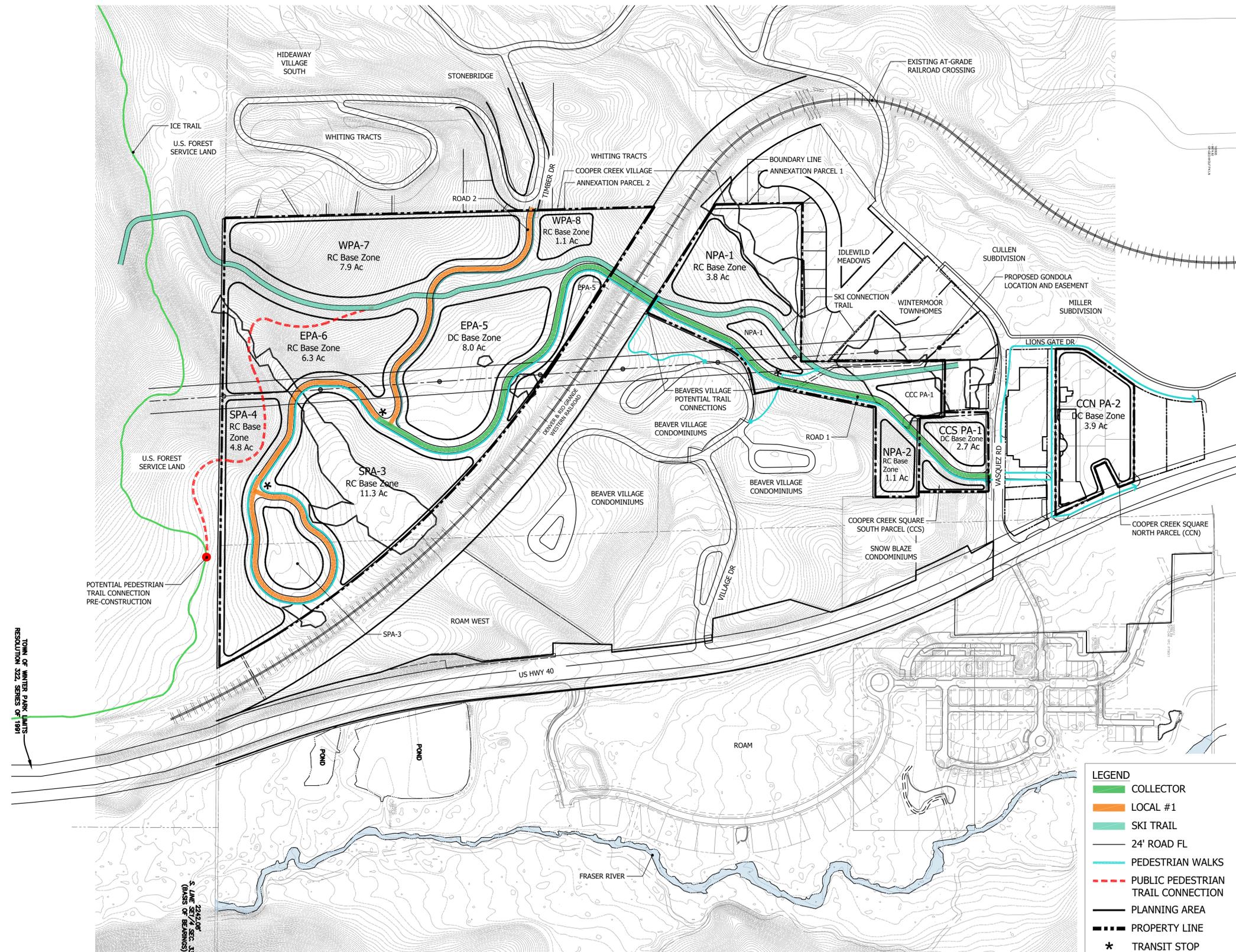
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TOWN OF WINTER PARK LIMITS
RESOLUTION 322, SERIES OF 1991

S. LINE 2242.00'
(BASED ON BEARINGS)

COOPER CREEK VILLAGE & COOPER CREEK SQUARE FINAL DEVELOPMENT PLAN

LOCATED IN THE TOWN OF WINTER PARK,
COUNTY OF GRAND, STATE OF COLORADO
MULTI-MODAL CIRCULATION PLAN



LEGEND

- COLLECTOR
- LOCAL #1
- SKI TRAIL
- 24' ROAD FL
- PEDESTRIAN WALKS
- - - PUBLIC PEDESTRIAN TRAIL CONNECTION
- PLANNING AREA
- - - PROPERTY LINE
- * TRANSIT STOP

SCALE: 1"=200'

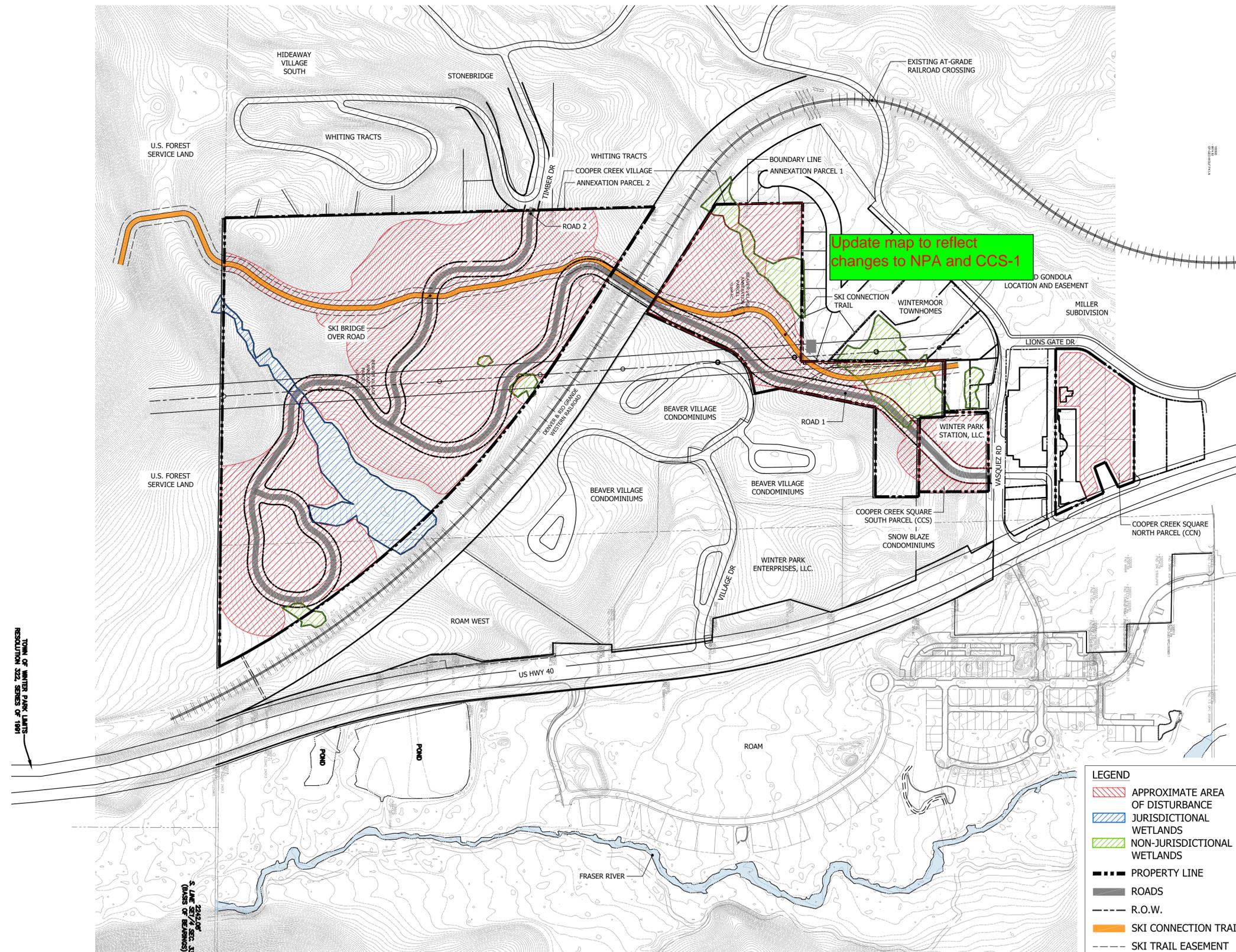
0 100 200 400

VOGEL & ASSOCIATES
475 W. 12th Avenue - Suite E
Denver, Colorado 80204-3688
(303) 893-4288

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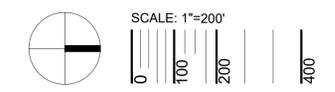
COOPER CREEK VILLAGE & COOPER CREEK SQUARE FINAL DEVELOPMENT PLAN

LOCATED IN THE TOWN OF WINTER PARK,
COUNTY OF GRAND, STATE OF COLORADO
CONCEPTUAL GRADING PLAN



LEGEND

	APPROXIMATE AREA OF DISTURBANCE
	JURISDICTIONAL WETLANDS
	NON-JURISDICTIONAL WETLANDS
	PROPERTY LINE
	ROADS
	R.O.W.
	SKI CONNECTION TRAIL
	SKI TRAIL EASEMENT



VOGEL & ASSOCIATES
475 W. 12th Avenue - Suite E
Denver, Colorado 80204-3688
(303) 893-4288

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TOWN OF WINTER PARK
TOWN COUNCIL
September 6, 2022

SPECIAL EVENT PERMITS –PUBLIC HEARING

Applicants: 1. Winter Park & Fraser Chamber of Commerce & Fraser Valley Arts, Megan Moore
 2. Wapiti Child Care Center Parent Organization d.b.a. Grand Kids Learning Center, Ashley Bobo

Staff Contact: Dani Jardee, Town Clerk

Event Descriptions: The events are as follows for Winter Park & Chamber of Commerce, Fraser Valley Arts & Grand Kids Learning Center both located at Rendezvous Event Center at Hideaway Park:

1. Plein Air @ Altitude, September 9 & 10
2. Fall Fest, September 17 from 12 p.m. to 5 p.m.

Staff Comments: The Special Event Permit applications were received, reviewed, and approved by Town staff. Notifications of the Public Hearings on both events were published in the Sky Hi News on August 17 and in the Middle Park Times on August 18. No comments have been received.

Attachments: Applications and Maps

Staff Recommendation

Staff recommends the Town Council grant the Special Event Permits for Fraser Valley Arts and Grand Kids Learning Center.



Special Event Permit Application



Please complete each section; additional sheets may be used if necessary. If your group will be serving alcohol, please complete Form DR 8439 also. Alcohol served in bottles or cans are never permitted at events.

Name of Applicant:

Mailing Address of Applicant:

Contact Name: Contact Number:

Contact Email:

Type of Special Event (i.e. fundraiser, concert):

Address of Special Event:

Do you have written permission to use the premises? Yes No

Exact dates and times of the event:

Explain the nature of your organization, its function, and who/what benefits from its operations:

Who or what organization will be the recipient of the funds derived from this event?

Number of expected attendees:

Describe the premises where the event will take place:

What type of security will be provided?

Number of security personnel: How will they be identified?

If the event is being held outdoors, how will the exterior boundaries of the premises be marked?

What type of entertainment will be provided at the event?

How will attendees be checked for proper age (i.e. at the door, at the bar)?
How will underage attendees be identified so they are not served alcohol (i.e. wristbands)?

TBD, Wristbands

How will the conduct of attendees be monitored and by whom?

Fraser Valley Arts, Chamber Staff, etc.

What type of beverages and food or snacks will be available?

Catered event on Saturday

Organization State Sales Tax Number:

Organization Town Sales Tax Number:

Explain how the event will be marketed; what kinds of advertising material will be distributed and who are the targeted recipients?

online, newspaper, etc.

Thereby certify, under penalty of perjury, that the information provided to the Town of Winter Park contained in this application is true and accurate to the best of my knowledge.

Applicant's Signature

Date

Applicant's Email Address

Applicant's Mailing Address

Applicant's Physical Address

Applicant's Main Phone Number

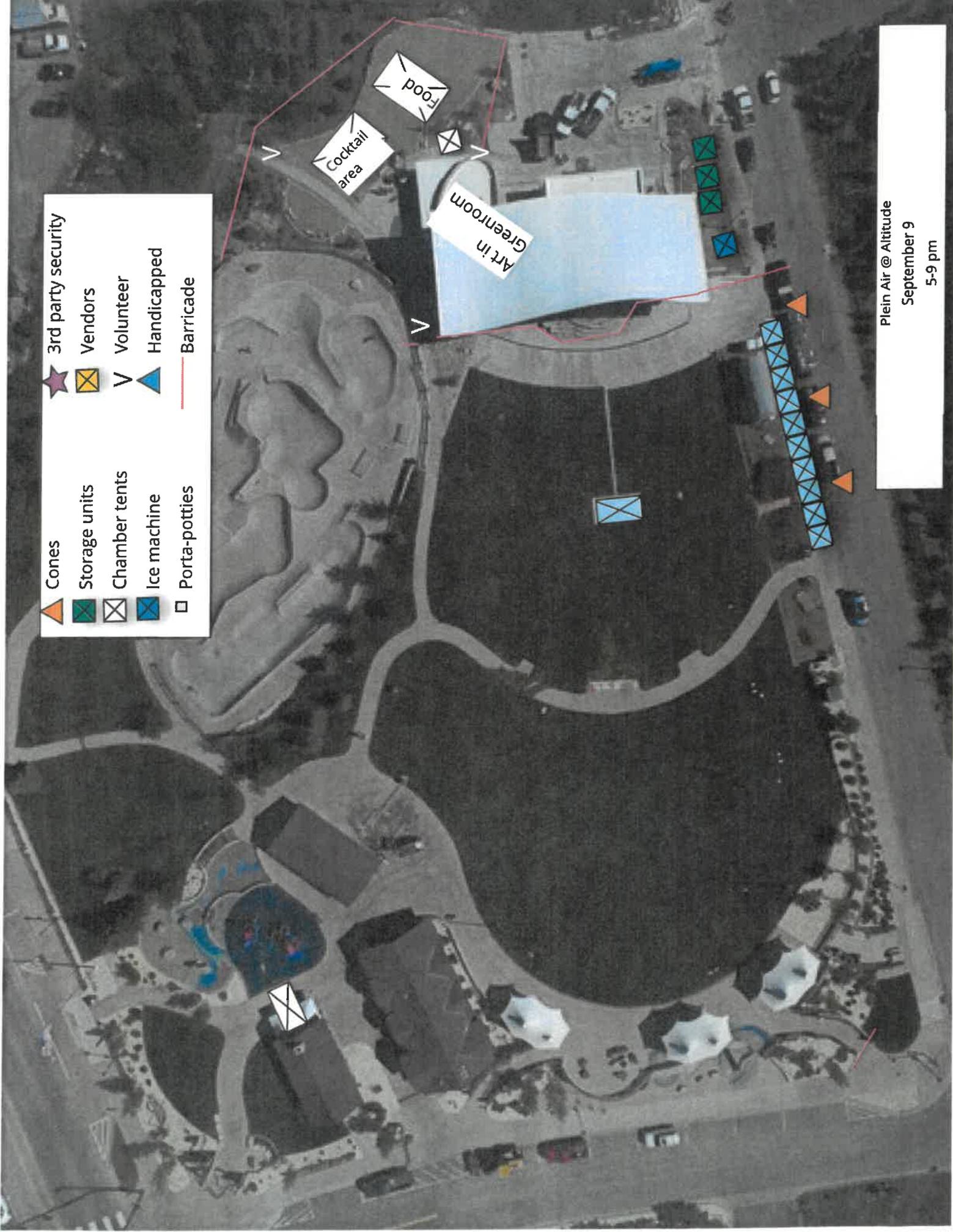
Applicant's Alternate Phone Number

STATE OF COLORADO
COUNTY OF GRAND
TOWN OF WINTER PARK

Subscribed and sworn to me this _____ day of _____ 20____
Witness my head and official seal:

Notary Public

My commission expires



- | | |
|-----------------|----------------------|
| ▲ Cones | ★ 3rd party security |
| ■ Storage units | ⊠ Vendors |
| ⊠ Chamber tents | ∇ Volunteer |
| ■ Ice machine | ▲ Handicapped |
| □ Porta-potties | — Barricade |

Cocktail area

Food

Art in Greenroom

Plein Air @ Altitude
 September 9
 5-9 pm

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
 2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
 2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
 LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE State Sales Tax Number (Required)
Fraser Valley Arts

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)
PO Box 2361, Fraser, CO 80442

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
Rendezvous Event Center, 78821US-40, Winter Park, CO 80482

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
------	---------------	---	--------------

4. PRES./SECTY OF ORG. or POLITICAL CANDIDATE Steve Fitzgerald	PO Box 2361, Fraser, CO 80442
--	-------------------------------

5. EVENT MANAGER Lisa Baird	PO Box 1811, Fraser, CO 80442
---------------------------------------	-------------------------------

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
--	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date		Date		Date		Date		Date	
Hours	From	Hours	From	Hours	From	Hours	From	Hours	From
	5p								
	To 9p		To		To		To		To

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE	TITLE President	DATE 8/11/22
-----------	--------------------	-----------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
--	--	---------------------------------------

SIGNATURE	TITLE	DATE
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Fraser Valley Arts

is a

Nonprofit Corporation

formed or registered on 09/08/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201780305 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/12/2022 that have been posted, and by documents delivered to this office electronically through 08/16/2022 @ 09:11:26 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/16/2022 @ 09:11:26 in accordance with applicable law. This certificate is assigned Confirmation Number 14238872



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Special Event Permit Application



Please complete each section; additional sheets may be used if necessary. If your group will be serving alcohol, please complete Form DR 8439 also. Alcohol served in bottles or cans are never permitted at events.

Name of Applicant: Wapiti Child Care Center Parent Organization dba Grand Kids Learning Center

Mailing Address of Applicant: P.O. Box 454, Fraser, CO 80442

Contact Name: Ashley Bobo Contact Number: 970-509-5002, ext. 1

Contact Email:

Type of Special Event (i.e. fundraiser, concert): Fall Festival Fundraiser

Address of Special Event: Rendezvous Event Center 78821 US Highway 40 / Hideaway Park Winter Park, CO 80482

Do you have written permission to use the premises? Yes No

Exact dates and times of the event: September 17, 2022 from 12pm to 5pm

Explain the nature of your organization, its function, and who/what benefits from its operations: Grand Kids Learning Center is a non-profit early learning center that provides quality education and care for children ages 2 months to 6 years of age. We benefit the children we serve by giving them a foundation to their education and we benefit the families by providing quality care for their children. We also benefit the community by providing a place that employees can take their children so

Who or what organization will be the recipient of the funds derived from this event? Grand Kids Learning Center

Number of expected attendees: 300

Describe the premises where the event will take place: Rendezvous Event Center

What type of security will be provided? volunteers will secure all exits during the event to ensure alcohol leaves the premises

Number of security personnel: How will they be identified?

If the event is being held outdoors, how will the exterior boundaries of the premises be marked? fencing will mark the exterior boundaries & volunteers will secure the exit points

What type of entertainment will be provided at the event? live music and kid activities

How will attendees be checked for proper age (i.e. at the door, at the bar)?
How will underage attendees be identified so they are not served alcohol (i.e. wristbands)?

Attendees will be checked at the bar each time they order a drink.

How will the conduct of attendees be monitored and by whom?

The event leaders will be circulating the whole time throughout the event to monitor the conduct of attendees. Volunteers will be given guidelines to follow on what to look for throughout the event as well and how to handle any potential issues that arise.

What type of beverages and food or snacks will be available?

we will have a food truck (to be determined), a free water station will be available as well as sodas, beer, canned wine and seltzers

Organization State Sales Tax Number:

Organization Town Sales Tax Number:

Explain how the event will be marketed; what kinds of advertising material will be distributed and who are the targeted recipients?

We are working in conjunction with the Winter Park & Fraser Chamber to market the event. It will be on social media, our websites, and on flyers around the community.

Thereby certify, under penalty of perjury, that the information provided to the Town of Winter Park contained in this application is true and accurate to the best of my knowledge.

Ashley Bobb

Applicant's Signature

8/4/2022

Date

Applicant's Email Address

P.O. Box 454, Fraser, CO 80442

Applicant's Mailing Address

150 Eastom Ave., Fraser, CO 80442

Applicant's Physical Address

970-509-5002, ext. 1

970

Applicant's Main Phone Number

Applicant's Alternate Phone Number

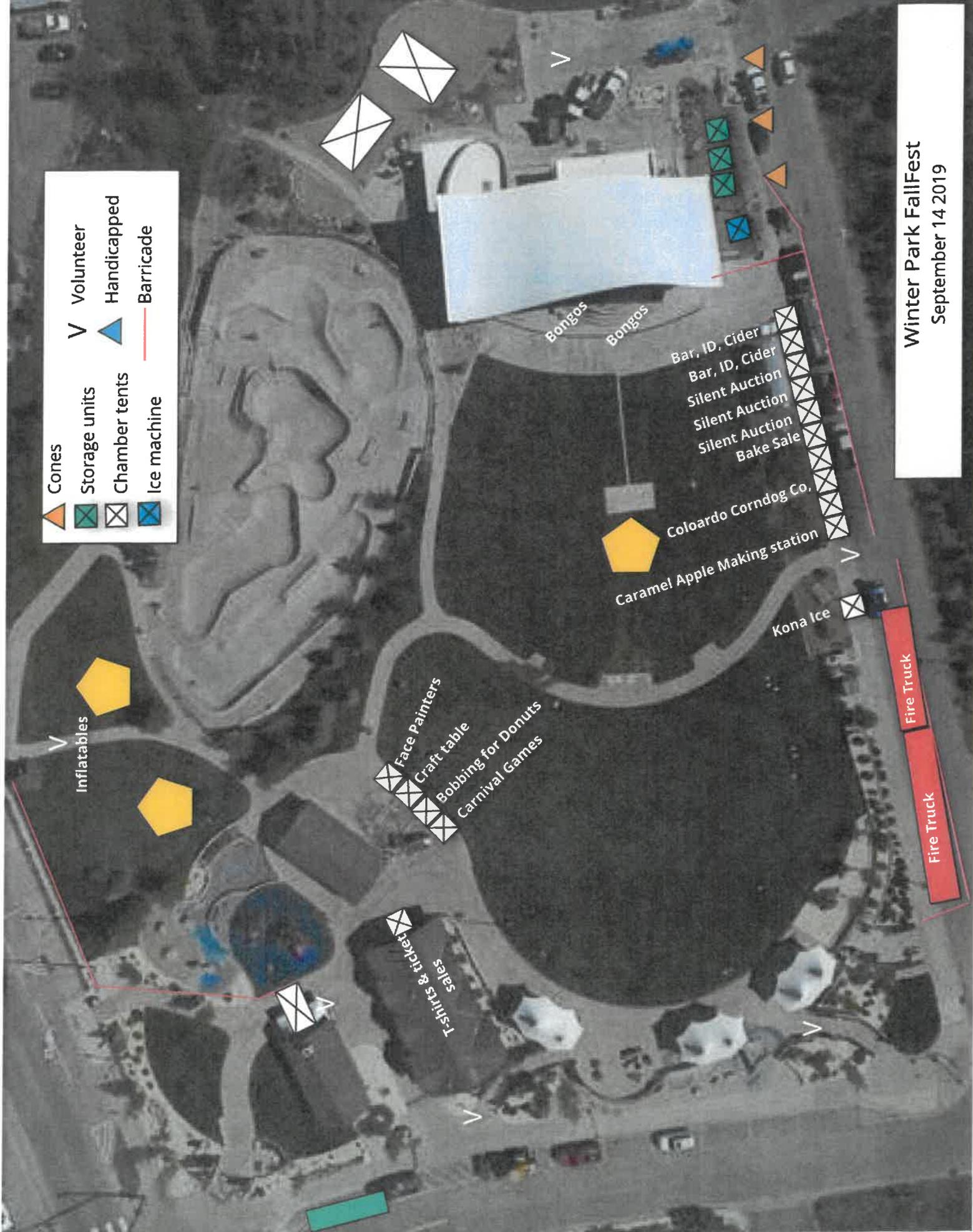
STATE OF COLORADO
COUNTY OF GRAND
TOWN OF WINTER PARK

Subscribed and sworn to me this ____ day of _____ 20__

Witness my head and official seal:

Notary Public

My commission expires



- Cones
- Storage units
- Chamber tents
- Ice machine
- Volunteer
- Handicapped
- Barricade

Winter Park FallFest
September 14 2019

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Wapiti Child Care Center Parent Organization

is a

Nonprofit Corporation

formed or registered on 10/22/2002 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20021293957 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/29/2022 that have been posted, and by documents delivered to this office electronically through 08/01/2022 @ 09:55:48 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/01/2022 @ 09:55:48 in accordance with applicable law. This certificate is assigned Confirmation Number 14202876 .



A handwritten signature in blue ink that reads "Jena Griswold". The signature is written in a cursive style and is positioned above a horizontal line.

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input checked="" type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Wapiti Child Care Center Parent Organization dba Grand Kids Learning Center	State Sales Tax Number (Required) 980000000
--	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) P.O. Box 454 Fraser, CO 80442	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Rendezvous Event Center 78821 US Highway 40/Hideaway Park Winter Park. CO 80482
--	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Lisa Havlik		1606 Moose Run Lane, Fraser, CO 80442	
5. EVENT MANAGER Ashley Bobo		150 Tabernash Dr., Tabernash, CO 80478	

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	---

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	From	To	Hours	From	To	Hours	From	To	Hours	From	To
9/17/2022	12p	5p									

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE <i>Ashley Bobo</i>	TITLE Executive Director	DATE 8/4/2022
---------------------------------	-----------------------------	------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$.

MEMO

TO: Town Council
FROM: Gerry Vernon, Public Works Director
DATE: 09/06/2022
RE: Alpine Trail Extension – easement agreement - Thompson

BACKGROUND

Staff has been working with Mr. Darryl Thompson, 465 Forest Trail, on a trail easement to connect and extend the existing Alpine Trail from Forest Trail to Pine Cone Lane. This extension is part of a long-range plan to extend the Alpine Trail west to connect to existing Leland Creek Homeowners Association trails near Elk Trail. (Please see the included map.) Mr. Thompson's property is one of two properties between Forest Trail and Pine Cone Lane. A trail easement for the West half of the extension was obtained from James Meyers in 2013 for an amount of \$9,500.00. The easement from Mr. Thompson will allow for the Town to build the Forest Trail/Pine Cone Lane extension possibly next year as a Capital Project.

ANALYSIS

This action requires a permanent trail easement and a temporary construction easement for an amount of \$13,398.00. To provide room and to construct the trail, a portion of Mr. Thompson's existing driveway will have to be relocated and reconnected to Forest Trail. This will require some excavation/paving and is estimated to cost \$40,000.00. In the Trails and Transit Capital Budget, we have \$60,000.00 budgeted. Mr. Thompson plans to use the proceeds from the easement to provide landscape buffering between his house, the trail, and his neighbor.

RECOMMENDATION

Staff recommends the Town Council adopt Resolution #2005 approving the temporary construction easement and permanent trail easement with the parcel address of 465 Forest Trail with the following conditions:

- The permanent easement will be eight feet in width with a trail width of approximately five to six feet.

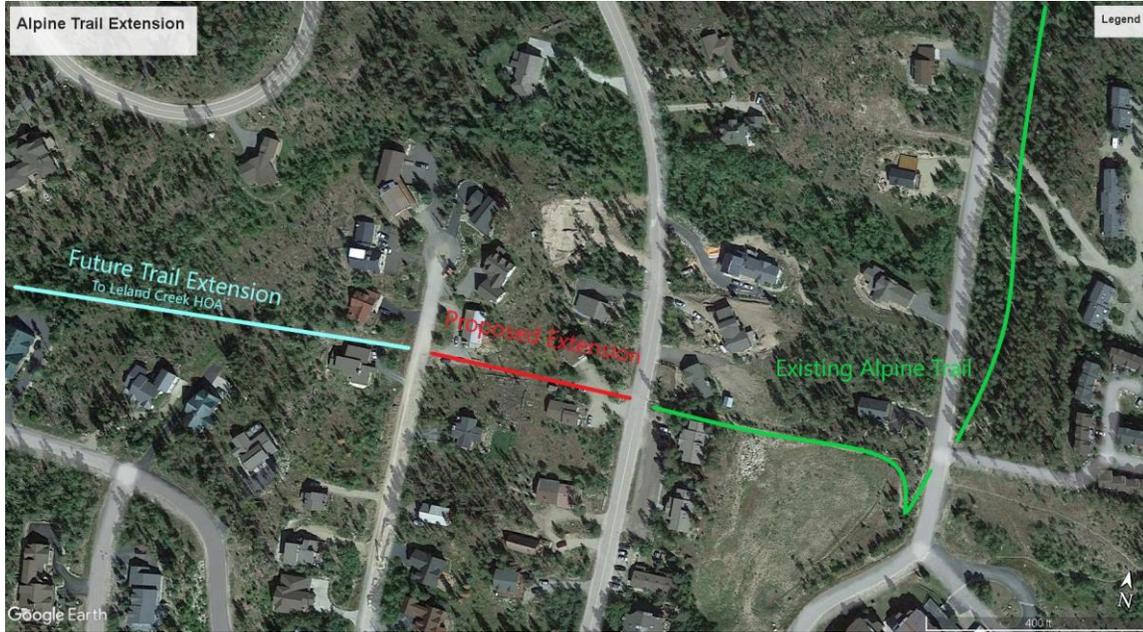
- The Town will pay Mr. Thompson \$13,398.00 in exchange for the permanent easement.
- The Town will pay the owner upon execution of both the temporary and permanent easement agreements.

Alternative Motion

In the event the Town Council wishes to deny the trail easement, staff recommends the following motion:

I move to deny the trail easement with the following findings of fact:

- _____
- _____
- _____



TOWN OF WINTER PARK

RESOLUTION NO. 2005
SERIES OF 2022

A RESOLUTION AUTHORIZING ALPINE TRAIL EASEMENT

WHEREAS, the Town of Winter Park operates and maintains trails within the Town boundaries to improve pedestrian access to downtown, the forest, and other gathering places; and

WHEREAS, the Town has identified the Alpine Trail as a priority trail that connects the Leland Creek and Alpine Timbers neighborhoods to Wolf Park and downtown; and

WHEREAS, the Town budgeted \$60,000.00 in the Transit and Trails Capital budget to extend the Alpine Trail from Forest Trail to Pine Cone Lane; and

WHEREAS, the Town wishes to purchase a trail easement from Mr. Darryl Thompson, 465 Forest Trail, for an amount of \$13,398.00 to make said extension.

WHEREAS, Staff recommends the acquisition of said easement to extend the trail.

NOW THEREFORE, BE IT RESOLVED that the Town Council of Winter Park, Colorado hereby authorizes the Alpine Trail easement to Mr. Darryl Thompson for a total cost of \$13,398.00.

APPROVED AND PASSED this 6th day of September, 2022 by a vote of ____ to ____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

TRAIL EASEMENT DEED AND AGREEMENT

This TRAIL EASEMENT DEED AND AGREEMENT ("Agreement") is made and executed this ____ day of _____, 20__, by the THOMPSON JOINT REVOCABLE TRUST, owning property with a legal address of 465 Forest Trail, Winter Park, Colorado 80482 ("Grantor"), and the TOWN OF WINTER PARK, COLORADO, a Colorado home rule municipality (the "Town") (together, the "Parties").

WHEREAS, Grantor is the owner of certain real property in the Town of Winter Park, Colorado, more particularly described as in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Grantor desires to grant to the Town an easement on the Property as also depicted on Exhibit A (the "Trail Easement");

WHEREAS, the Town intends to use the Trail Easement for a public pedestrian, equestrian and bicycle trail (the "Trail"); and

WHEREAS, the Trail Easement will conflict with the Property's current driveway, causing the need to relocate access to the Property to the driveway depicted in **Exhibit B**, attached hereto and incorporated herein (the "New Access").

NOW THEREFORE, in and for the consideration set forth below and for other good and valuable consideration paid by the Town to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Trail Easement.

a. Grantor hereby grants to the Town a perpetual non-exclusive easement (the "Trail Easement") to enter, re-enter and use the Property for the following purposes:

i. To inspect, repair and maintain the Trail, including weed control on the Trail and in the Trail Easement;

ii. To install necessary signage and other appurtenances for the Trail within the Trail Easement; and

iii. To perform any other acts necessary to protect the Trail or Trail Easement from damage.

b. The purpose of the Trail Easement is to provide for non-motorized pedestrian, equestrian and bicycle use of the Trail by the general public. The public may access the Trail Easement from any other public property or appropriate easement.

2. Compensation for Easement. In exchange for the granting of the Trail Easement, the Town will pay the Grantor at the time of execution of this Agreement the sum of Thirteen Thousand Three Hundred and Ninety Eight Dollars (\$13,398.00).

3. Town's Rights.

a. The Town shall have and exercise the right to ingress and egress in, to, over and across the Property for any lawful purpose needed for the full enjoyment of the rights granted by Grantor to the Town hereunder, including access with motorized vehicles as necessary to inspect, repair, and maintain the Trail.

b. Any improvements made by Grantor within the Trail Easement may be removed and discarded by the Town, and Grantor shall not be reimbursed for such improvements.

4. Grantor's Rights. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.

5. Town's Obligations.

a. In exercising its rights under this Agreement, the Town, in its sole discretion, shall be responsible for the repair and maintenance of the Trail.

b. The Town hereby holds Grantor harmless from any liability associated with the Trail Easement other than liability caused by Grantor's own actions.

c. The Town will provide the New Access before or at such time as Grantor loses access to the Property via the current driveway because of the Trail Easement.

6. Grantor's Obligations. Grantor agrees to the following:

a. Grantor shall not install or permit the installation of any fence, gate, wall, structure (above or below ground), irrigation system or landscaping in the Trail Easement that would hinder the operation of the Trail or in any way impair the Town's right of access pursuant to this Agreement.

b. Grantor shall not grant or convey any other easements or rights within the Property that would interfere with the Town's use of the Trail Easement as provided in this Agreement.

7. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of the Trail Easement.

8. Recordation. Except as otherwise expressly provided herein, all provisions of this Agreement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. The Town shall record this Agreement in timely fashion in the official records of Grand County and may re-record it at any time as may be required to preserve its rights in this Agreement. The Town shall bear any and all applicable recording fees.

9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Grand, State of Colorado.

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

11. Integration. The foregoing constitutes the entire agreement between the Parties regarding the use of the Property and no additional or different oral representation, promise or agreement shall be binding on the Parties with respect to the Property.

12. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

13. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Town may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

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

Signature page follows.

EXHIBIT A

NORTHWEST QUARTER, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING THE SOUTHERLY 8.00 FEET OF LOT 17, ALPINE TIMBERS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 140404 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDERS OFFICE, ALSO LYING WITHIN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF LOT 17, ALPINE TIMBERS, BEING ASSUMED TO BEAR N 89° 54' 11" W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17, THENCE N 00° 13' 26" E, ALONG THE WEST LINE OF SAID LOT 17, A DISTANCE OF 8.00 FEET;

THENCE S 89° 54' 11" E, ALONG A LINE BEING 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 158.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 17;

THENCE S 00° 13' 26" W, ALONG THE EAST LINE OF SAID LOT 17, A DISTANCE OF 8.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE N 89° 54' 11" W, ALONG THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 158.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,264 SQUARE FEET OR 0.029 ACRES, MORE OR LESS.



SAMUEL L. GALLUCCI III
COLORADO PLS 38584
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.

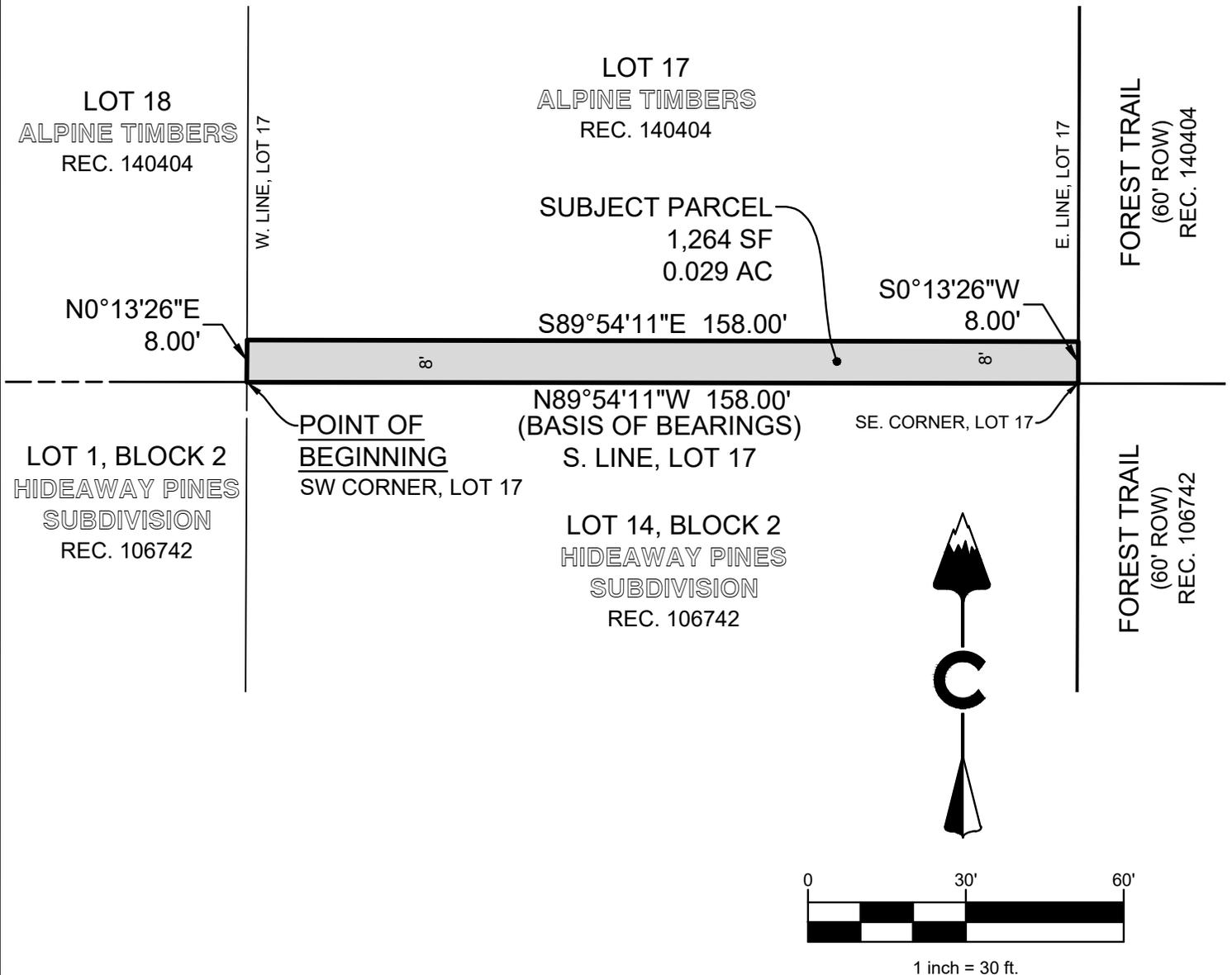
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: DR: KDS
DATE: 7/6/2022 DS: SLG3
SHEET 1 OF 2

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

EXHIBIT A

NORTHWEST QUARTER, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: DR: KDS
DATE: 7/6/2022 DS: SLG3
SHEET 2 OF 2

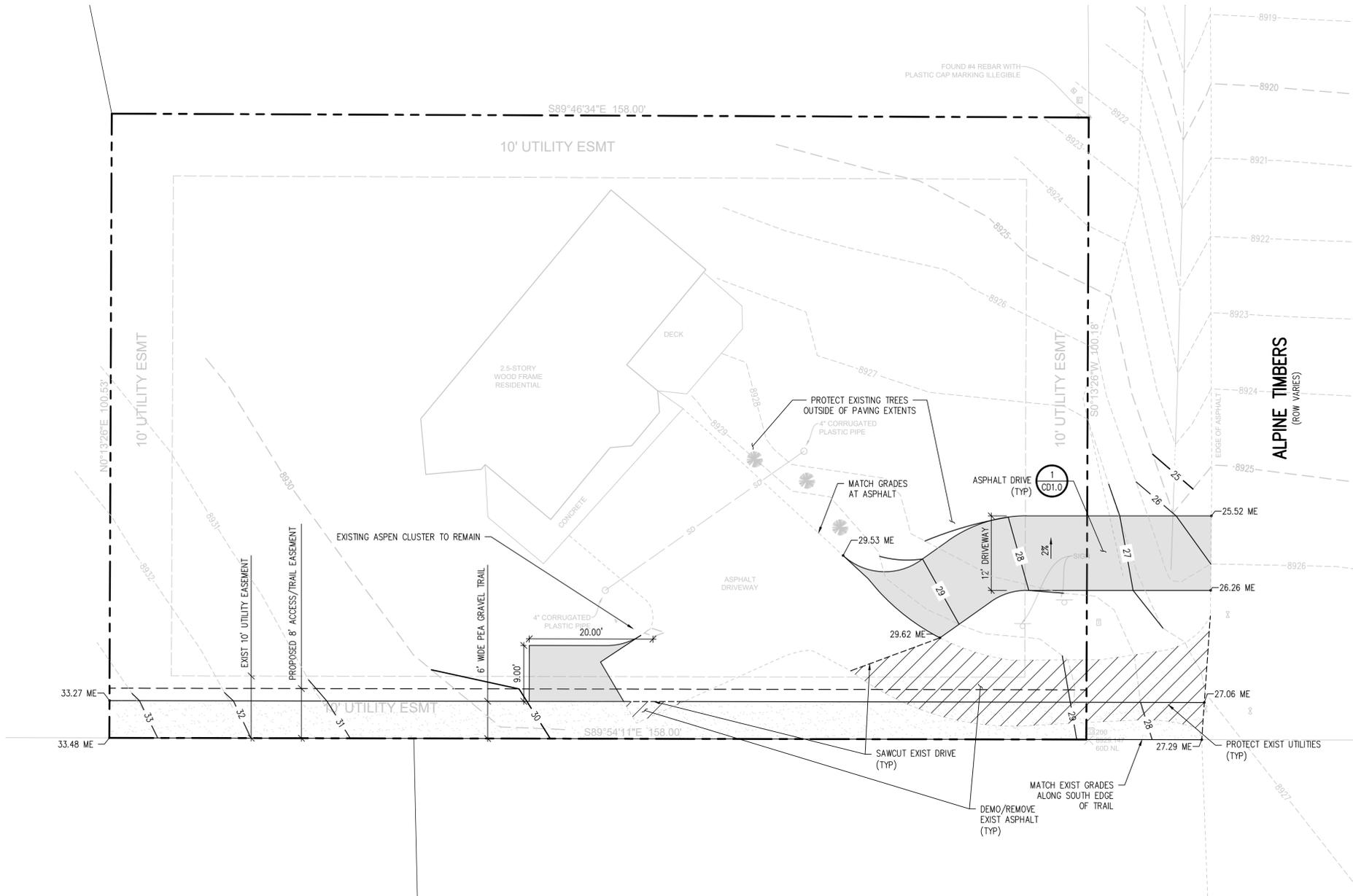
CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

- GRADING AND DRAINAGE NOTES:**
1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. REFER TO GENERAL NOTES FOR UTILITY LOCATION AND PROTECTION.
 2. REFER TO HORIZONTAL CONTROL PLAN FOR FURTHER INFORMATION PERTAINING TO CURB & GUTTER, CHASES, AND DRAINAGE PANS.
 3. CONTRACTOR IS RESPONSIBLE FOR RESTORING ALL DISTURBED AREAS TO THEIR ORIGINAL CONDITIONS.
 4. ALL SPOT ELEVATIONS ARE TO FINISHED GRADE OR FLOWLINE UNLESS OTHERWISE SPECIFIED.
 5. IF WALL IS SHOWN, TG DENOTES THE FINISHED GRADE ADJACENT TO THE HIGH SIDE OF THE WALL. BG DENOTES THE FINISHED GRADE ADJACENT TO THE LOW SIDE OF THE WALL. REFER TO ARCH PLANS/DETAILS FOR WALL ELEVATIONS BEYOND THE ADJACENT FINISHED GRADES (EXPOSED WALL, CAP/FOOTER, ETC.)

- DEMOLITION NOTES:**
1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. REFER TO GENERAL NOTES FOR UTILITY LOCATION AND PROTECTION.
 2. ACTUAL LIMITS MAY VARY, CONTRACTOR IS RESPONSIBLE FOR ADJUSTING LIMITS OF DEMOLITION AND CONSTRUCTION AS NECESSARY. COORDINATE DEMOLITION REQUIREMENTS, LIMITS OF DEMOLITION, SALVAGE ITEMS, PROTECTION OF ITEMS TO REMAIN, TREES, FENCING, ETC. WITH OWNER, ARCHITECT, ENGINEER, AND RELEVANT CONSTRUCTION AND PHASING PLANS.
 3. IF BUILDING DEMOLITION IS REQUIRED, REFER TO ARCHITECT AND APPLICABLE ENGINEERS FOR DETAILED DEMOLITION INFORMATION.
 4. REPLACE EXISTING FLATWORK AT UTILITY TRENCHES AS REQUIRED.
 5. ALL SAWCUTTING AND PAVEMENT REMOVAL SHOULD BE TO THE NEAREST JOINT.
 6. ALL DRY UTILITY AND ELECTRIC DEMOLITION OR RELOCATION SHOULD BE COORDINATED WITH PROPERTY OWNER, UTILITY OWNER, MECHANICAL ENGINEER, AND ARCHITECT PRIOR TO CONSTRUCTION.
 7. ALL NECESSARY EROSION AND SEDIMENTATION CONTROLS MUST BE INSTALLED PRIOR TO CONSTRUCTION.
 8. CONTRACTOR TO COMPLY WITH ALL REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIAL REMOVAL AND DISPOSAL.
 9. REFER TO GENERAL NOTES FOR TREE PROTECTION. COORDINATE WITH LANDSCAPE ARCHITECT FOR TREE REMOVAL.
 10. CONTRACTOR TO MAINTAIN SAFE PEDESTRIAN ACCESS. PROVIDE TEMPORARY ROUTE AND SIGNAGE AS NEEDED.
 11. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT AND MAINTAIN SERVICES DURING CONSTRUCTION.
 12. CONTRACTOR TO REPAIR/REPLACE ALL DAMAGE TO EXISTING FLATWORK OR SITE FEATURES NOT INTENDED FOR DEMOLITION.

- HORIZONTAL CONTROL NOTES:**
1. ALL DIMENSIONS AND RADII ARE TO FACE OF CURB, FACE OF BUILDING AND EDGE OF WALK UNLESS OTHERWISE NOTED.
 2. CONTRACTOR TO REPAIR/REPLACE ALL DAMAGE TO EXISTING FLATWORK OR SITE FEATURES NOT INTENDED FOR DEMOLITION.
 3. REFER TO GRADING AND DRAINAGE PLAN FOR FURTHER INFORMATION PERTAINING TO CURB & GUTTER, CHASES, AND DRAINAGE PANS.



DESIGNED BY: JPC
 DRAWN BY: JPC
 CHECKED BY: CWK
 JOB #: 1566.136c
 DATE: 7/28/2022
 © JVA, INC.



ALPINE TIMBERS, ALPINE TRAIL ALIGNMENT
 CIVIL SITE PLAN

SHEET NO.
C1.0

K:\1566c - WP Town Engineer\Open Jobs\1566.136c - Alpine Trail\Alpine Timbers\Drawings\1566.136c-01-09P-01.dwg, 7/28/2022 - 11:57 AM, 2/48

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is made and executed this ____ day of _____, 2022, by the THOMPSON JOINT REVOCABLE TRUST, owning property with a legal address of 465 Forest Trail, Winter Park, Colorado 80482 ("Grantor"), and the TOWN OF WINTER PARK, COLORADO, a Colorado home rule municipality (the "Town") (together, the "Parties").

WHEREAS, Grantor is the owner of the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, with a street address of 465 Forest Trail in Winter Park, Colorado (the "Property");

WHEREAS, by separate agreement the Parties have memorialized a trail easement on the Property for use as a public pedestrian, equestrian and bicycle trail (the "Trail"); and

WHEREAS, Grantor wishes to allow the Town to access the Property for construction of the Trail (the "Project").

NOW THEREFORE, in and for the consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by the Town to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to the Town a temporary easement to enter, re-enter and use the Property for the purpose of undertaking the Project in, upon or adjacent to the Property as depicted in **Exhibit A**. This Easement shall be used only for gaining access to and thereafter constructing said Project and thereafter restoring the surrounding property. Grantor retains the right to access and make full use of the Property, consistent with the Town's use of the Property as permitted hereunder, for both itself and, to the extent allowed by Grantor, the public.

2. Term. The Town shall have and exercise the right to ingress and egress in, to, over and across the Property for any lawful purpose needful for the full enjoyment of the rights granted by Grantor to the Town hereunder for the _____ period commencing on the date _____ is issued for construction of the Trail. Should construction not be completed within said period, the Parties may extend the term of this Easement by mutual agreement.

3. Town's Obligations.

a. The Town shall cause any of the Property, including landscaping and fences, which is disturbed during construction of the trail to be returned to its original condition, or as near thereto as may be reasonably accomplished, all at the expense of the Town or its contractors or agents.

b. The Town shall not use the Property as a staging area for construction activities and no construction equipment shall be stored on the Property during the period of construction.

c. It is Town's responsibility to obtain any necessary approvals from and address any applicable issues with adjoining property owners and affected utility companies.

d. Should a temporary detour or closure of any entrance to the Property be required as a result of the Town's activities on the Property, the installation, removal, and route of such detour and duration of any temporary closure shall be subject to Grantor's prior written approval, which approval shall not be unreasonably withheld. The Town shall pay all costs and expenses of installing, maintaining and removing any detour or closure and all safety signs, fencing or other equipment that may be reasonably required by Grantor.

4. Hold Harmless. Once the Easement term expires, Grantor shall hold the Town harmless for any work done on the Property, including the restoration of landscaping or fences, and Grantor shall be solely responsible for any maintenance or repair on the Property and Grantor shall assume all liability for the Property.

5. Grantor's Rights. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.

6. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of this Easement.

7. Binding Effect. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, successors and assigns of the Parties, provided however that the rights granted to the Town hereunder shall terminate on the date specified in Section 2 hereof.

8. Governing Law and Venue. This Easement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Grand County, Colorado.

9. Modification. This Easement may only be modified upon written agreement of the Parties.

10. Integration. The foregoing constitutes the entire agreement between the Parties regarding the use of the Property and no additional or different oral representation, promise or agreement shall be binding on any of the Parties with respect to the Property.

11. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Easement.

12. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Town may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

- GRADING AND DRAINAGE NOTES:**
1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. REFER TO GENERAL NOTES FOR UTILITY LOCATION AND PROTECTION.
 2. REFER TO HORIZONTAL CONTROL PLAN FOR FURTHER INFORMATION PERTAINING TO CURB & GUTTER, CHASES, AND DRAINAGE PANS.
 3. CONTRACTOR IS RESPONSIBLE FOR RESTORING ALL DISTURBED AREAS TO THEIR ORIGINAL CONDITIONS.
 4. ALL SPOT ELEVATIONS ARE TO FINISHED GRADE OR FLOWLINE UNLESS OTHERWISE SPECIFIED.
 5. IF WALL IS SHOWN, TG DENOTES THE FINISHED GRADE ADJACENT TO THE HIGH SIDE OF THE WALL. BG DENOTES THE FINISHED GRADE ADJACENT TO THE LOW SIDE OF THE WALL. REFER TO ARCH PLANS/DETAILS FOR WALL ELEVATIONS BEYOND THE ADJACENT FINISHED GRADES (EXPOSED WALL, CAP/FOOTER, ETC.)

- DEMOLITION NOTES:**
1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. REFER TO GENERAL NOTES FOR UTILITY LOCATION AND PROTECTION.
 2. ACTUAL LIMITS MAY VARY, CONTRACTOR IS RESPONSIBLE FOR ADJUSTING LIMITS OF DEMOLITION AND CONSTRUCTION AS NECESSARY. COORDINATE DEMOLITION REQUIREMENTS, LIMITS OF DEMOLITION, SALVAGE ITEMS, PROTECTION OF ITEMS TO REMAIN, TREES, FENCING, ETC. WITH OWNER, ARCHITECT, ENGINEER, AND RELEVANT CONSTRUCTION AND PHASING PLANS.
 3. IF BUILDING DEMOLITION IS REQUIRED, REFER TO ARCHITECT AND APPLICABLE ENGINEERS FOR DETAILED DEMOLITION INFORMATION.
 4. REPLACE EXISTING FLATWORK AT UTILITY TRENCHES AS REQUIRED.
 5. ALL SAWCUTTING AND PAVEMENT REMOVAL SHOULD BE TO THE NEAREST JOINT.
 6. ALL DRY UTILITY AND ELECTRIC DEMOLITION OR RELOCATION SHOULD BE COORDINATED WITH PROPERTY OWNER, UTILITY OWNER, MECHANICAL ENGINEER, AND ARCHITECT PRIOR TO CONSTRUCTION.
 7. ALL NECESSARY EROSION AND SEDIMENTATION CONTROLS MUST BE INSTALLED PRIOR TO CONSTRUCTION.
 8. CONTRACTOR TO COMPLY WITH ALL REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIAL REMOVAL AND DISPOSAL.
 9. REFER TO GENERAL NOTES FOR TREE PROTECTION. COORDINATE WITH LANDSCAPE ARCHITECT FOR TREE REMOVAL.
 10. CONTRACTOR TO MAINTAIN SAFE PEDESTRIAN ACCESS. PROVIDE TEMPORARY ROUTE AND SIGNAGE AS NEEDED.
 11. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT AND MAINTAIN SERVICES DURING CONSTRUCTION.
 12. CONTRACTOR TO REPAIR/REPLACE ALL DAMAGE TO EXISTING FLATWORK OR SITE FEATURES NOT INTENDED FOR DEMOLITION.

- HORIZONTAL CONTROL NOTES:**
1. ALL DIMENSIONS AND RADII ARE TO FACE OF CURB, FACE OF BUILDING AND EDGE OF WALK UNLESS OTHERWISE NOTED.
 2. CONTRACTOR TO REPAIR/REPLACE ALL DAMAGE TO EXISTING FLATWORK OR SITE FEATURES NOT INTENDED FOR DEMOLITION.
 3. REFER TO GRADING AND DRAINAGE PLAN FOR FURTHER INFORMATION PERTAINING TO CURB & GUTTER, CHASES, AND DRAINAGE PANS.



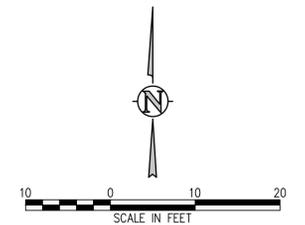
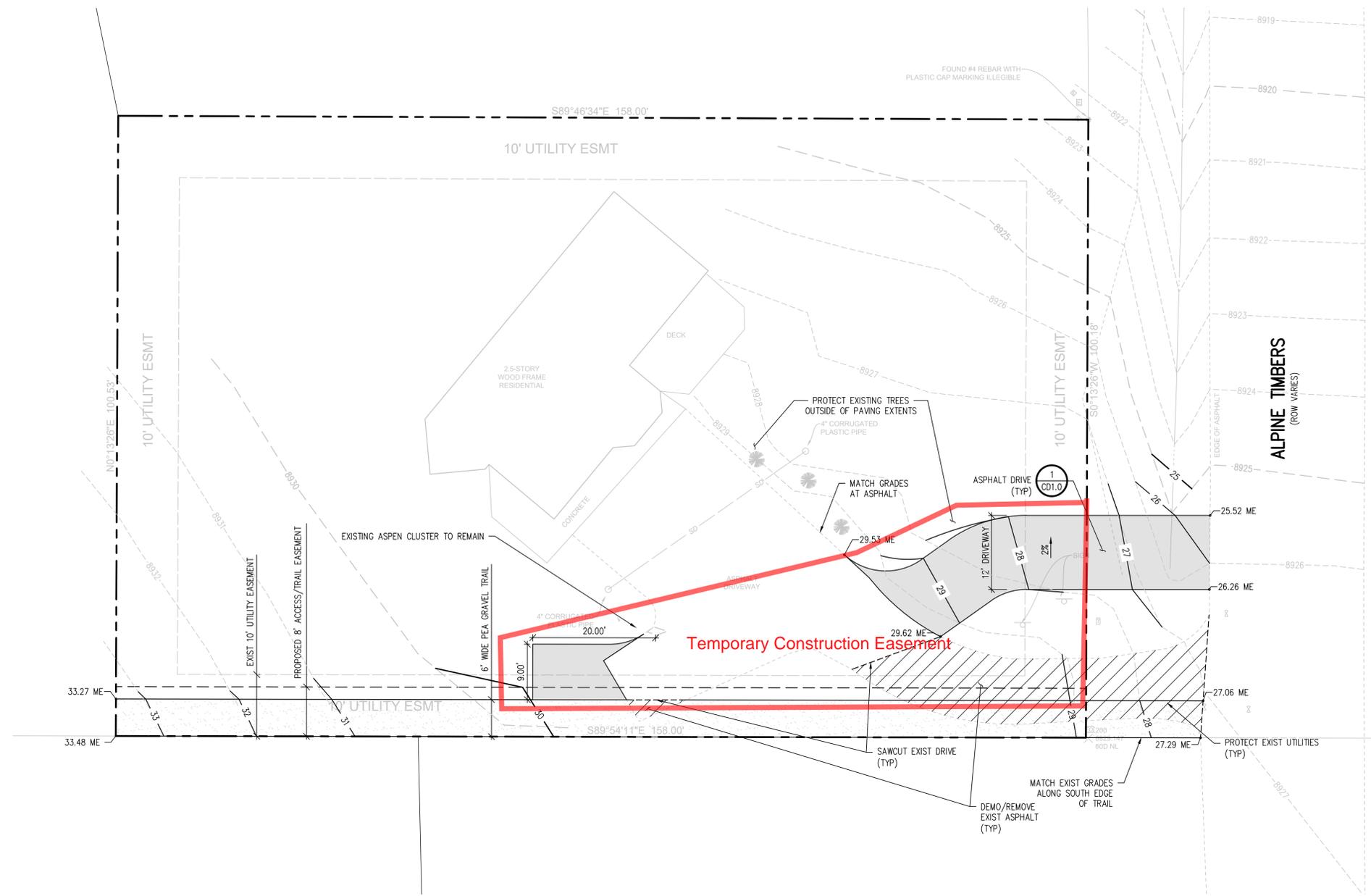
NO.	DATE	DESIGN	DWGN	REVISION DESCRIPTION



DESIGNED BY: JPC
 DRAWN BY: JPC
 CHECKED BY: CWK
 JOB #: 1566.136c
 DATE: 7/28/2022
 © JVA, INC.

ALPINE TIMBERS, ALPINE TRAIL ALIGNMENT
 CIVIL SITE PLAN

SHEET NO.
C1.0



K:\1566c - WP Town Engineer\Open Jobs\1566.136c - Alpine Trail\Alpine Timbers\Drawings\1566.136c-01.dwg, 7/28/2022 - 11:57 AM, 2/48



MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE August 5, 2022
RE Middle Park Medical – capital contribution to Fraser facility

Background

In 2021 Middle Park Medical submitted a request through the Grand Foundation for the Town of Winter Park to contribute \$50,000 to the capital campaign for the facility to be constructed on Winter Park's northern border. In February 2022 Middle Park Medical made a presentation to the Town Council during a public workshop. Following this presentation, the Council directed staff to move forward with the required actions for the Town to contribute the requested funding to the capital campaign. The attached resolution is to formalize the Town's contribution to Middle Park Medical and outlines the basis for the contribution. The funds for this contribution will be reflected in a future budget amendment to be approved by the Town Council.

Analysis

Middle Park Medical will be constructing a new \$30 million medical facility to be located on the northern border of Winter Park. This facility will improve the medical services provided to residents and visitors of Winter Park. To fulfill the obligation for local funds required for this project, Middle Park Medical requested the Town of Winter Park contribute \$50,000 to their local fund-raising efforts. This request was initially submitted for consideration through the Town's donor advised fund managed by the Grand Foundation. Because this request was larger than the normal request, it was considered separately from the other funding requests.

In February Middle Park Medical made a presentation to the Town Council. During this presentation Middle Park Medical outlined their plans for this facility. In addition to providing improved medical services to the Winter Park community, the proposed facility will begin addressing two key needs: 1) the facility will be able to accommodate future needs for mental health providers in the Fraser valley and 2) the facility is planning to incorporate a



broadband “Meet me center” which will allow for improved fiber/broadband service throughout the area.

Based on the positive impacts this project would have to the Winter Park community, the Town Council directed staff to move forward with the appropriate actions to contribute the requested funding to Middle Park Medical. Earlier this summer Middle Park Medical submitted plans for a building permit to Winter Park’s building division. As it appears this project is now moving forward, the staff is bringing this resolution forward for Town Council consideration.

Recommendation

It is at the Council’s discretion whether or not to approve the proposed resolution.

Should the Town Council wish to approve the resolution, the following motion should be made:

I move to approve Resolution 2006 approving a contribution to Middle Park Medical for the construction of their Fraser facility as presented.

Should the Town Council wish to deny the amendment, the following motion should be made:

I move to deny Resolution 2006 approving a contribution to Middle Park Medical as presented.

Should you have any questions or need additional information regarding this matter, please contact me.

TOWN OF WINTER PARK

RESOLUTION NO. 2006
SERIES OF 2022

A RESOLUTION APPROVING A \$50,000 DONATION TO THE MIDDLE PARK HEALTH FOUNDATION AS A CONTRIBUTION TOWARD THE FRASER MEDICAL CAMPUS

WHEREAS, the Middle Park Health Foundation (the "Foundation") is a Colorado non-profit corporation that works with the Kremmling Memorial Hospital District, a Title 32, C.R.S., special district (the "District");

WHEREAS, the Foundation and the District seek to construct and operate the Fraser Medical Campus, a two story 30,000 square foot hospital near the intersection of Telemark Drive and Highway 40;

WHEREAS, plans for the Fraser Medical Campus include a first floor with emergency medical services, 4 emergency exam rooms, 2 trauma bays, 2 licensed hospital beds, CT, X-ray and lab services and a second floor saved for expanding community needs, such as urgent care, clinics, physical therapy and other services;

WHEREAS, the Foundation anticipates a total cost for construction of the Fraser Medical Campus to be approximately \$30 million, the bulk of which could be funded through bonds;

WHEREAS, even with bond funding, the District will need to contribute some \$9 million, and a \$5 million funding gap will remain;

WHEREAS, the Foundation has is engaging in a capital campaign to gather donations for the Fraser Medical Campus;

WHEREAS, based on discussions with Town Council, the District is open to incorporating mental health resources and a "meet me center" into plans for the eventual build-out of the second floor of the Fraser Medical Campus; and

WHEREAS, construction and operation of the Fraser Medical Campus would make progress toward Town Council's goal of expanding 24-hour medical service at the east end of the valley and its goal of improving mental health resources in the community.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winter Park, Colorado as follows:

1. In the spirit of cooperation and with the goal of expanding access to emergency medical services and mental health services, Town Council hereby approves a \$50,000 donation to the Foundation to be used toward the Fraser Medical Campus. Such donation will be payable to the Foundation at such time as construction financing has been secured.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2022.

TOWN OF WINTER PARK

ATTEST:

Nick Kutrumbos, Mayor

Danielle Jardee, Town Clerk

MEMO

TO Winter Park Town Council
FROM Alisha Janes, Assistant Town Manager
CC Keith Riesberg
DATE September 2, 2022
RE Continuing the Short-Term Fix Incentive Program

Background:

The recently published housing needs assessment notes that the Fraser Valley, and Winter Park, are experiencing very low rental vacancy rates. As recently as April, the vacancy rate was 1.7%, with fewer than 1% of units being affordable below 120% area median income (\$84,000 for a household of 2). The low availability of rentals for members of the local workforce dramatically impacts the ability of Winter Park businesses to hire and attract employees and provide for a quality guest experience.

Last year Council approved a long-term lease incentive program called the Short-Term Fix through Emergency Ordinance 566 following the recommendation of a local committee tasked with seeking immediate, short-term solutions for the housing crisis. The program offered \$5,000 and \$10,000 incentives for studio and one-bedroom apartments leased for 6 or 12 months respectively and \$10,000 and \$20,000 leases for two or more-bedroom residences leased for 6 or 12 months. To earn the incentive property owners had to enter into a master lease with a local business with 50 or fewer employees. This allowed the Town to operate the program without conducting additional employee eligibility screenings. Program rules were crafted to ensure that the incentivized units were new long-term rental units. Participating properties included converted short-term rentals, newly purchased investment properties, and underutilized second homes.

Last year's program budget was \$325,000 with a goal of incentivizing 40 bedrooms. More than 90 property owners applied to participate, and 50 businesses expressed interest in participating. Ultimately, 15 businesses signed leases with 26 property owners for a total of 49 bedrooms at a total cost of \$350,000. The average rental rate of the master leases was approximately \$1,100 per bedroom per month.

In anticipation of reauthorizing the program for 2022, the Chamber of Commerce assisted the Town in conducting a survey of local businesses to gauge the level of interest and need

for long-term leases for the upcoming winter season. 25 businesses responded and reported interest in leases for approximately 50 bedrooms.

During the August 16th workshop, Council directed staff to increase the program budget and goal from \$325,000 to \$425,000 to allow for 50 bedrooms. Additionally, participants who received incentives during the 2021 program are eligible to renew their leases at the same incentive rate.

How Does the Program Work:

Interested businesses and property owners fill out an interest form. Approximately bi-weekly the Short-Term Fix committee consisting of the Assistant Town Manager, Finance Director, and Chamber of Commerce Executive Director, meets to review business and property owner applications. The committee reviews applications based on established program guidelines and confirms property ownership either through a submitted deed or the Grand County Assessor's property listings. Following the review, the Town puts together updated lists of interested businesses and property owners and shares the lists with approved program applicants. Either property owners or businesses can initiate communication. It is up to the property owners and businesses to negotiate a mutually agreeable master lease. While the Town provides a tool kit with a sample master lease and sub lease, it is up to the participating businesses and property owners to ensure that the lease has been reviewed by appropriate legal counsel and meets their needs. The leases are required to be either a minimum of 6 or 12-months to earn the respective incentive payments, but all other lease terms are left for the parties to negotiate. Once a lease is executed it is up to the property owner to turn the lease into the Town at which time they are asked to sign a program agreement and provide a W9 in order to initiate the payment of the incentive. Incentive payments are paid out on a first-come first serve basis either until the program budget is fully utilized or December 15th.

The Town is not a party to the master leases or subleases and therefore cannot enforce lease provisions. The Town also does not collect specific renter information as part of the implementation of this program.

Property Eligibility:

- Property must be located within the Fraser Recreation District boundaries (Winter, Fraser, Tabernash, Meadowridge, etc.).

- Eligible units must be a minimum of 300 square feet. Eligible dwelling units shall include a kitchen (sink, refrigerator, and range) and a full bathroom (sink, toilet, and shower or bathtub).
- The dwelling unit must have a separate entrance from any adjoining units and available parking
- Second homes that have never been long-term leased or short-term rented are eligible.
- Existing short-term rental units must be in good standing with the Town.
- Hotels, bed & breakfasts, and other traditional lodging properties are NOT eligible
- New short-term rentals with first bookings after August 1, 2022 are NOT eligible
- Rental units that have been long-term leased within the past two years (lease of more than one month) are not eligible
- All property owners listed on the deed must sign notarized program agreement, or submit power of attorney form

Program Updates for 2022:

Staff has made several minor updates to the program to respond to feedback and issues that arose during the 2021 program pilot.

Rental Rates:

One concern shared with staff regarding the 2021 pilot program was dissatisfaction with property owners seeking above-market or market rents for a property while also seeking the incentive payment. While ultimately the highest priced rentals often did not end up securing a master lease with a local business, resulting in below-market rental rates. Staff has utilized the business survey results from August to provide better guidance to potential program participants on pricing that is most likely to result in a successful master lease with a local business. Most businesses in the survey reported interest in rents around \$1,000 per bedroom.

Business Eligibility Screening:

Last year businesses based outside of Winter Park often inquired into program participation and even sought to apply for Winter Park business licenses to participate in the program. This year business eligibility information was added to the business interest form to better communicate program requirements and ensure program participation is limited to Winter



Park businesses. Businesses are required to have a physical location in Winter Park (home occupations are not counted as a physical location), 50 or fewer employees, and have an existing business license as of September 1, 2022 and be in good standing with the Town of Winter Park.

More information was also added to clarify the rule of not being able to rent to yourself. Business owners and partners who participate in the program are not eligible to also participate as property owners in the program. Additionally, property owners are not eligible for an incentive for master leases with businesses with which they have a formal business interest.

Timeline and Deadlines:

During the 2021 pilot program all the incentive payments were made prior to December 31st. This allowed for the program budget to be clearly tied to the fiscal year. While this was the stated goal for the 2021 pilot, no formal deadlines were provided to program participants. Having seen that most of the leases were executed in late October and early November, staff feels comfortable that providing for reasonable program deadlines can aid in setting expectations while not overly limiting potential program participants. This timeline also naturally aligns with the peak of the housing crunch for the winter season. Additionally, last year property owners who applied earlier in the program were also much more likely to successfully negotiate leases. Interested property owners will be asked to apply no later than October 31, 2022 and submit executed master leases no later than December 15th, 2022. Incentive payments are paid out on a first-come first serve basis and so if the program budget is exhausted prior to December 15th the deadline may be moved forward. Staff will work to keep property owners informed as the budget limit is approaching and will seek to honor leases negotiated in good faith while budget is remaining.

The committee plans to meet six times during the implementation of the program and send out updated business and property contact lists following each committee meeting approximately bi-weekly. Each bi-weekly update will include remaining program budget. Application review dates and an anticipated schedule of contact list updates will be posted on the program webpage. The first application review is tentatively scheduled for September 19th.

Website Location:

Last year the short-term fix website was hosted by the Winter Park Chamber of Commerce. This year the website has been moved to the Town of Winter Park's website to better

facilitate ease of communication. A distinct page has been built for interested businesses and interested property owners.

Analysis:

Last year each room added to the long-term rental market cost just over \$7,000 dollars. While the duration of the added bedroom is short at either 6-months or 1-year, even extrapolating the \$7,000 to a comparable 20-year deed restriction still achieves a per-bedroom cost that is less expensive than the Town building new deed-restricted housing. The program format also allows the Town to add additional workforce housing within a short amount of time versus the years it can take to pursue building projects. Short-term programs also allow the Town to adjust strategy based on the current housing market and business needs.

The program name, Short-Term Fix, is both intended to reinforce the idea of converting short-term rentals but also to reflect that the program is not intended to be a permanent fixture of the Winter Park housing program. The Town anticipates that prior to the 2023-2024 winter season, all 50 of the apartments at Fireside Creek apartments will be available for rental along with the potential for other seasonal housing solutions, and that the Short-Term Fix may no longer be needed to solve an immediate crisis. Additionally, a down-turn in the market may present additional opportunities to secure more permanent deed-restrictions at a reduced cost.

Recommendation:

Staff recommends approval of Resolution 2007, a resolution regarding funding and continuation of the incentive program to encourage property owners to enter into long-term master leases with local small businesses for employee housing based on established rules and guidelines.

Should the Town Council wish to approve the resolution, the following motion should be made:

I move to approve Resolution 2007, a resolution regarding funding and continuation of the incentive program to encourage property owners to enter into long-term master leases with local small businesses for employee housing based on established rules and guidelines.

Should the Town Council wish to deny the proposed resolution, the following motion should be made:



I move to deny Resolution 2007, a resolution regarding funding and continuation of the incentive program to encourage property owners to enter into long-term master leases with local small businesses for employee housing based on established rules and guidelines.

Should you have any questions or need additional information regarding this matter, please contact me.

TOWN OF WINTER PARK

RESOLUTION NO. 2007
SERIES OF 2022

A RESOLUTION REGARDING FUNDING AND CONTINUATION OF THE INCENTIVE PROGRAM TO ENCOURAGE PROPERTY OWNERS TO ENTER INTO LONG-TERM MASTER LEASES WITH LOCAL SMALL BUSINESS FOR EMPLOYEE HOUSING BASED ON ESTABLISHED RULES AND GUIDELINES

WHEREAS, a critical shortage of workforce housing is straining local businesses and employees;

WHEREAS, local small businesses are reducing operating hours and limiting business operations due to challenges hiring and retaining staff who are unable to find affordable places to live in our community;

WHEREAS, the recently completed housing needs assessment shows very limited availability of long-term rentals which is impacting rent prices and exacerbating the ongoing workforce housing crisis;

WHEREAS, the Town of Winter Park has taken action to bring additional deed-restricted workforce housing units in to Town in the longer-term, additional immediate action is needed to address the workforce housing shortage during the construction and completion of these new deed-restricted units;

WHEREAS, Town Council adopted Emergency Ordinance 566 on September 7, 2021, establishing the Short-Term Fix Long-Term Lease Incentive Program (the "Program") as an incentive program for long-term master leases with local small businesses and authorizing the Town manager to establish the program and develop rules and regulations for the program's administration;

WHEREAS, a recent survey of local businesses confirmed a need to continue – and even expand - the Program for the 2022-2023 winter season;

WHEREAS, Town Council has a goal of incentivizing 50 bedrooms to be master-leased to local businesses for workforce housing this winter season; and

WHEREAS, finding the 2021 Program to have been a success, Council appropriated \$325,000 through the 2022 budget process and, given the desire for expansion, has directed staff to supplement that appropriation by an additional \$100,000, for a total allocation of \$425,000 for the Program in 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF WINTER PARK, COLORADO, THAT:

Section 1. The Program established by Emergency Ordinance 566, Series of 2021, is hereby enhanced by the addition of \$100,000 to the existing appropriated amount of \$325,000 in the 2022 budget, and Town staff is directed to bring a budget amendment for Town Council consideration, as appropriate, for the addition.

Section 2. The Program shall continue within the following parameters:

A) The incentive will be paid directly to a property owner who enters into a master lease of a minimum six-month duration with a Winter Park employing a total of 50 employees or fewer to provide the local business' employees with housing in the rental property. Property Owners must also provide a signed program agreement (a sample of which is attached hereto as Exhibit A). The exact incentive is to be negotiated by the Town depending on the specifics of each rental property, with an initial offer made upon finding of property eligibility. Incentive guidelines are as follows: one-bedroom and studio units would be eligible for a \$5,000 incentive for a six-month lease, or \$10,000 for a 12-month lease; two and three-bedroom units will be eligible for a \$10,000 incentive for a six-month lease or \$20,000 for a 12-month lease.

B) The rental property must be located within the Fraser Recreation District boundaries.

C) Hotels, bed & breakfasts, and other traditional lodging properties, as defined by the Winter Park Municipal Code (the "Code"), are not eligible rental properties for the Program.

D) To be eligible for the Program, a rental property must be a dwelling unit, as defined by Chapter 11 of the Code, with a minimum size of 300 square feet, a kitchen that contains at least a sink, a refrigerator, and cooking facilities; and a full bathroom with at least a sink, toilet, and shower or bathtub. The rental property must be accessed by a separate outside entrance and must include parking deemed adequate by the Town.

E) To be eligible, a rental property must not have been long-term leased by the owner within the past two-years. For purposes of this Program a long-term lease is a lease of more than one month in duration.

F) A rental property that is an existing short-term rental, as defined by Title 3, Chapter 9, of the Code, must be registered with the Town as of August 1, 2022, and in good standing to qualify as a rental property in the Program.

G) The Program shall contain a provision requiring the rental property owner to return a prorated portion of the incentive payment if the rental property is not leased by a local business

(H) Program participants, both property owners and local businesses, shall agree to such audits and to provide the Town with such property, tax, business, rental records, and the like as may be reasonably necessary for the Town to confirm the participants' eligibility for and compliance with the Program.

(I) No rental property owner and no local business is guaranteed participation in the Program. Program funds will be awarded on a first-come, first-served basis.

(j) The Program shall be administered according to the existing rules and regulations for Program administration, which may be amended from time to time.

Section 3. The Program will expire on December 31, 2022, unless funded in the Town's 2023 adopted budget or continued by a future action of the Town Council.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2022.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk



MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE September 2, 2022
RE Open Lands, Rivers & Trails Advisory Committee appointee

Background

In 2016 Grand County residents approved the Open Lands, Rivers & Trails sales tax. To provide guidance on the awarding of funds from this source, Grand County established the Open Lands, Rivers & Trails Advisory Committee (OLRTAC). Joanna Goodman has served as Winter Park's OLRTAC member and is coming to the end of her term on this committee. Joanna cannot be reappointed due to term limits, requiring the appointment of a new member. Grand County received letters of interest from Winter Park residents to serve on this committee. The Town Council is being asked to make a recommendation to the Board of County Commissioners for the person to be appointed. It is the Council's discretion who they wish to recommend to the BOCC.

Analysis

Following the adoption of the Open Lands, Rivers & Trails sales tax in 2016, the Board of County Commissioners established the Open Lands, Rivers & Trails Advisory Committee (OLRTAC). Joanna Goodman has served as Winter Park's representative to this committee, with her term expiring in March 2023. Joanna cannot be reappointed, which requires the appointment of a new representative. The County is wishing to make this appointment prior to the fall grant cycle so the new representative has time to learn about the grant award process from Joanna.

Earlier this year Grand County published an advertisement seeking applications for people interested in serving on this committee. Applications were received from Adam Nicholson and George Sharpe. The information for these applications was provided to the Town Council members. In addition to the outreach efforts by the County, the Town also solicited letters of interest from local residents that may wish to serve on this advisory committee. Any additional expressions of interest that are received will also be provided to the Town Council.



Recommendation

The Town Council should come to consensus on the candidate they wish to recommend for appointment by the BOCC as Winter Park's representative to the Open Lands, Rivers & Trails Advisory Committee. Upon selection of a proposed individual, the Council should vote to approve the resolution designating that individual as the Town's requested appointee.

Should the Town Council not make a recommendation for appointment to this committee, it is assumed the BOCC will move forward with designating a Winter Park representative without Town Council input.

Should you have any questions or need additional information regarding this matter, please contact me.

TOWN OF WINTER PARK

RESOLUTION NO. 2008
SERIES OF 2022

A RESOLUTION RECOMMENDING A WINTER PARK CITIZEN REPRESENTATIVE TO THE BOARD OF COUNTY COMMISSIONERS FOR APPOINTMENT TO THE OPEN LANDS, RIVERS AND TRAILS ADVISORY COMMITTEE

WHEREAS, Grand County established the Open Lands, Rivers and Trails Advisory Committee (OLRTAC) following the adoption of the sales tax in 2016;

WHEREAS, the Town of Winter Park's representative to OLRTAC is nearing the end of her term and cannot be reappointed, requiring the appointment of a new representative for Winter Park by the Board of County Commissioners;

WHEREAS, Grand County and the Town of Winter Park solicited interest from citizens wishing to serve on the OLRTAC;

WHEREAS, the Winter Park Town Council has reviewed the submitted applications and wishes to make a recommendation to the Board of County Commissioners for appointment to the OLRTAC;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Winter Park, Colorado as follows:

1. The Town Council has received and reviewed the applications from citizens wishing to represent Winter Park on the Open Lands Rivers & Trails Advisory Committee and has found them to be well qualified to represent the Town of Winter Park and recommends the Board of County Commissioners appoint (_____) to represent the Town of Winter Park as a member of the Advisory Committee.

PASSED, ADOPTED AND APPROVED this 6th day of September, 2022.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

Adam Nicholson

53 Timber Dr. • Winter Park CO, 80482 • [REDACTED]
[REDACTED]

EDUCATION

Bachelors in Business Administration with a Minor in Outdoor Leadership

Colorado Christian University, Lakewood, CO

Graduation: Dec. 2017

GPA: 3.6

Scholarships and Honors

Colorado Christian University President's Scholarship, Dean's List

Related Classes

Leadership and Management of Organization, Small Group Facilitation, Small Business Leadership and Management

WORK EXPERIENCE

Founder/Head Designer, San Util Design LLC

Winter Park, CO

Jan 2021- Current

- Design and plan production of all packs and bags from sourcing textiles and notions, to testing and optimization
- Build brand and direct growth of brand through marketing strategy and PR
- Manage inventory, admin, operations, and all accounting

Roasting Program Manager, The Perk Coffee Company

Winter Park, CO

Oct 2020- Nov 2021

- Build a program that can run on its own and develop wholesale clients
- Manage inventory, logistics, marketing, and production of all coffee roasting
- Grow yearly sales to over 120k a year

Store Manager, The Trailhead

Winter Park, CO

Oct 2019 - Oct 2020

- Lead personnel recruitment and build a healthy work culture
- Schedule team to cover the shop and promote growth in each member in order to deliver the best retail experience in Winter Park
- Make decisions for The Trailhead guiding it to profitability, high customer response, and most of all a team that is lead and cared for well

Operations Manager, Green Is Greater

Denver, CO

June 2019 - Oct 2019

- Manage logistics for all green retrofit projects including sourcing, purchasing, and product research
- Direct and oversee all daily organizational process and pull and analyze reports indicating KPI, QA, and overall project management
- Work with clients to schedule multi week retrofit projects and oversee project from the contract being signed through the client receiving rebates, giving the best vendor interaction possible
- Manage team performance and work with onsite teams to improve project performance

Operations Manager, Rino CoOp

Denver, CO

March 2019 - June 2019

- Design and implement marketing strategy for Black Apron Market on expedited timeline
- Create job descriptions and vet potential Black Apron team members
- Build all operating procedures including opening, closing, and operating strategies
- Consult and work with electricians and contractors to construct coffee bar conforming to Denver code

- Set up and manage all vendor relationships including inventory and purchasing

Instructor, Colorado Christian University

Lakewood, CO

October 2018 - Current

- Co-instructor for Intro to Rock, Backcountry Skills and Spiritual Transformation, Advanced Backcountry Skiing, Intro to Backcountry Skiing, Backcountry Navigation
- Assist program director in planning and teaching principles to guide in the outdoors

Manager, C3 Bike Shop

Denver, CO

Apr. 2018 - July 2019

- Manage company-client relationships through all communication mediums
- Diagnose, order parts, and perform maintenance on high end road and mountain bicycles
- Perform opening and closing tasks
- Collaborate with coworkers to maximize efficiency of sales and service

Head Guide and Program Director, High Peak Camp

Estes Park, CO

June. 2017 - Sept. 2017

- Produce program for 7-day backpacking trips
- Order, inventory, and maintain all programing gear
- Facilitate small group discussion and teach backcountry travel skills
- Organize and lead trail training for summer guides

George Sharpe letter of interest. From 8/11/2022 email

I am a long time resident of Grand County, having moved to the area in May, 1997, and currently residing in Winter Park. I'm an avid outdoor enthusiast and frequently take advantage of the county's rivers and trails.

I'm extremely interested in the fate of the County when it comes to preserving open spaces, rivers and trails. I've been especially concerned lately due to the effects of climate change and current and future development projects and have actively engaged with the community and in town meetings to voice my opinions and concerns.

I would be honored to be a part of OLRT and to have a voice in and a direct impact upon how funds are distributed.

GEORGE W. SHARPE

190 Idlewild Ln.
Winter Park, CO 80482

SUMMARY OF SKILLS

- Extensive *sales & marketing experience* in the Wine & Spirits, Ski and Recreation industries, selling alcohol products, lodging and ancillaries, executing promotional campaigns and attending partner events and trade shows to increase exposure and drive revenue.
- Proven *negotiation* and *relationship management* skills with close contacts in the Beverage and Ski industry both domestically and internationally.
- Excellent *organizational skills* with the ability to manage multiple projects in a fast-paced environment, demonstrating attention to detail and quality performance.
- Strong written and verbal *communication skills*, including a talent for working with diverse customers and business partners. Ability to work with internal departments to meet customer needs.
- *Outdoor enthusiast* with a passion for skiing and mountain biking.

PROFESSIONAL EXPERIENCE

GRAVITY HAUS, Winter Park, CO 7/2021 to 1/2022

Front Office Supervisor

Responsible for managing day to day operations of the motel front office.

- Supervises front office team to ensure efficient and smooth operations for producing excellent feedback and guest satisfaction
- Work with all departments and motel staff to provide seamless property procedures.
- Use suggestive selling to increase occupancy and revenue with individual guests and groups.

SOUTHERN GLAZERS WINE & SPIRITS, Winter Park, CO 6/2015 to 11/2020

Sales Consultant, On & Off Premise, Full Book

Responsible for maximizing sales of the products represented by SGWS. Focusing on four core responsibilities; Planning, Selling, Merchandising and Communications.

- Plan all activities to ensure achievement of supplier distribution in store and restaurant display, shelf, inventory, volume objectives within territory.
- Analyze sales trends and opportunities for the territory
- Plan selling and merchandising objectives for each sales call
- Product knowledge and benefits of full book products compared to competition.

VACASA VACATION RENTALS, Winter Park, CO 2/2015 to 6/2015

Business Development and Sales Manager – Winter Park

Responsible for developing the Vacasa property management and vacation rental business in Winter Park

- Communicate benefits of Vacasa to potential clients and close contracts
- Follow up on large volume of established leads, developing relationships with homeowners both over the phone and in person
- Network consistently and research opportunities in order to generate new leads
- Identify opportunities and execute management portfolio growth

WINTER PARK RESORT / INTRAWEST, Winter Park, CO 8/2007 to 2/2014

Tour & Travel Sales Manager

Responsible for managing all Domestic and International FIT wholesale and tour operator accounts for Winter Park Resort, Winter Park Resort Lodging and the Winter Park Mountain Lodge

- Solicited FIT business, working closely with domestic and international wholesale travel accounts and OTAs.
- Traveled to relevant accounts, domestically and internationally, to strengthen partnerships and train agencies on Winter Park products and on the destination, as a whole.
- Negotiated contracts and pricing related to Winter Park Resort lodging, lift tickets, ski school and equipment rentals.
- Executed promotional programs and incentives to drive sales.
- Created, reviewed and revised promotional information relevant to Winter Park Resort.

WINTER PARK MOUNTAIN LODGE, Winter Park, CO 4/2005 to 8/2007

Leisure Sales Manager

Responsible for managing all leisure business, group & FIT, into well-established Winter Park hotel.

- Negotiated and sold large leisure group business.
- Managed internet and wholesale sales channels, maximizing revenue coming into hotel.
- Traveled to meet with assigned accounts and industry trade shows to promote hotel business.
- Working as a team player, assisted all departments within the hotel, as needed.

KROENKE SPORTS ENTERPRISES, Denver, CO 11/2004 to 2/2005

Account Executive, Season and Group Ticket Sales

Responsible for selling Colorado Crush Arena Football Team season and group tickets.

- Managed season ticket holder and group accounts.
- Created marketing materials and conducted sales presentations.
- Worked multiple events in an effort to increase public awareness for the Crush and arena football.
- Met season ticket sales goals.

SILVERCREEK LODGING, Winter Park, CO 6/2004 to 11/2004

Group Sales Representative

Responsible for booking ski, golf, leisure and corporate groups into SilverCreek Lodging properties.

- Performed complete sales process including initial contact, contracting, follow-up, collection of documents and payments, and database upkeep.
- Prepared proposals and contracts for new and repeat groups.
- Visited key accounts to establish future group business by providing one-on-one sales contact.
- Coordinated with front desk staff and other property staff as to group arrivals and requirements.

COLORADO ROCKIES BASEBALL CLUB, Denver, CO 2/2002 to 6/2004

Group Sales Account Executive

Organized and sold blocks of Rockies tickets to groups and individuals, answering questions regarding Coors Field, the team, and schedule.

- Coordinated promotional events with the community, including assisting with complimentary games for high school rewards.
- Responsible for handling multiple accounts in regards to ticketing, on-field ceremonies and general account maintenance.
- Utilized proprietary database system (Paciolan) to enter ticketing information and generate reports.
- Interacted frequently with internal departments including Season Tickets, Suite Services, Promotions/Marketing, and Media Relations.
- Trained new employees on ticketing system, general job responsibilities, and company policies.

EDUCATION

Bachelor of Arts in Communication Studies, 1996

Lynchburg College, Lynchburg, VA

- Contributing Editor, The Critograph Newspaper
- Semester Abroad: American College of Switzerland, Leysin, Switzerland, 1995

References Available Upon Request
