PUBLIC NOTICE
TOWN OF WINTER PARK
SPECIAL USE PERMIT REQUEST

Applicant: Winter Park Properties, LLC
Owner: Winter Park Properties, LLC

Case Number: PLN26-014

Street Address of Property for Which the Special Use Permit is Requested: 81699 US Highway 40, Winter Park, CO, 80482

Legal Description of Properties for Which the Special Use Permit is Requested: See Exhibit A attached.

Description of Request: The applicant is requesting a Special Use Permit to convert an existing hotel to a condo-hotel use pursuant to Section 2-B-3 of the Town of Winter Park Unified Development Code (UDC)

Applicable Provisions of the Town Code:
§ 2-B-3, Limited and Special Uses

The Planning Commission will review the request and make a recommendation to the Town Council. The Town Council will consider the Planning Commission's recommendation and render a final decision pursuant to § 5-E-2 of the UDC.

Additional information is available at this link: https://wpgov.com/current-development-projects/

Public Hearings will be held at Winter Park Town Hall, 50 Vasquez Road and online via Zoom as follows:

Planning Commission, Tuesday, November 10, 2026, at 8:00 A.M.
Town Council, Tuesday, November 17, 2026, at 5:30 P.M.

Members of the public wishing to make comment regarding the Special Use Permit request may do so at the scheduled meeting, or write to Planning, Town of Winter Park, P.O. Box 3327, Winter Park, CO 80482, or jshockey@wpgov.com. For comments to be included within the digital packet, they must be submitted by 5:00 P.M. on the Wednesday preceding the applicable hearing..

The Zoom link for each hearing will be available in the full agenda, which will be published by end of day the Friday before the hearing at https://wpgov.com/our-government/agendas-minutes/

The meeting will be broadcast via Zoom and public comment can be made by those attending. If there are technical difficulties with Zoom, public comment via Zoom will not be available and the meeting will continue in person.

Exhibit A – Legal Description and Location Map

METES & BOUNDS 75 ALL TRACTS 46B & 47 9.25 AC TRACTS 46B & 47 SE4 SEC 10 T2S R75W



Winter Park Condotel

Tract 46B, Bureau of Land Management Tracts.

Township 2 South, Range 75 West, 6th PM

Town of Winter Park, Grand County, CO

81699 U.S. Route 40 – SHEET 1

Applicant's Certification Statement
I, Arun Abarwal, as Applicant and duly representative of the owner, hereby certify that the information included upon the attached submittal items are true and accurate; and that the development of the site will occur in accordance with the submittal items.

Planner's Certificate I, Warren Ward, PLS, being a qualified professional engineer or planner, certify that this plat of Jane's Edge has been engineered, designed, and planned in accordance with all applicable design standards and other requirements of the Town of Winter Park Unified Development Code.

_____
Warren Ward, Owner, Azimuth Survey Co.

Mayor's Certificate

This plat and all public dedications thereon and public utility easements are hereby approved and accepted by the Town of Winter Park, County of Grand, State of Colorado. Approved this _____ day of _____, 20___

_____
Mayor

ATTEST:

_____
Town Clerk

Planning Commission Certificate

Approved this day of _____, 20__, by the Town of Winter Park Planning Commission, Winter Park, Colorado.

_____
Chairperson

Surveyor's Certificate

I, W.D. Ward, a professional land surveyor registered in the State of Colorado, do hereby certify that this condominium plat was prepared by me or under my direct responsibility, supervision, and checking and that the improvements as constructed on the property described hereon conform substantially to this condominium plat and that this condominium plat fully and accurately depicts the layout, measurements and locations of the improvements on the described land, the unit designation, the dimensions of such units and the elevations of the floors and ceilings. All improvements shown on this condominium plat have been substantially completed, all structural components of all buildings containing or comprising any units have been substantially completed, and do hereby certify that this plat contains all of the information required by Title 38, Article 51, Colorado Revised Statutes.

_____
W.D. Ward - Surveyor

Dedication Certificate

Know all men by these presents: That Winter Park Properties, LLC, a Nebraska Limited Liability Company, Alpine Bank, A Colorado Bank, and The Small Business Administration are the owner and lienholders of that real property situate in the Town of Winter Park, Grand County, Colorado, more fully described as follows: Tract 46B, Bureau of Land Management Tracts, that he has caused said real property to be laid out and surveyed as Winter Park Condotel, and does hereby dedicate and set apart all the streets, alleys and other public ways and places shown on the accompanying plat for the use of the public forever, and does hereby grant to the Town of Winter Park use of those portions of said real property which are indicated as easements on the accompanying plat as permanent public easements.

In witness whereof, Arun Agarwal as authorized representative of Winter Park Properties, LLC, a Nebraska Limited Liability Company has caused his name to be hereunto subscribed this day of _____, 20__.

_____
By: Arun Agarwal
For: Winter Park Properties, LLC
a Nebraska Limited Liability Company

State of _____)

) SS

County of_____)

The foregoing instrument was acknowledged before me this day of _____, 20__, by Arun Agarwal as Authorized Representative of WP Properties, LLC

My Commission Expires: _____

Estoppel Certificate I, Winter Park Properties, LLC, the owner of the property included in Winter Park Condotel, certify that this condominium plat and the subdivision improvement agreement to be executed in connection with this condominium plat, if required, embody the entire agreement between the owner of said property and the Town with regard to the subdivision of said property, and that the owner is not relying upon any other representations, warranties, understandings, or agreements in connection with any matter encompassed by this plat or the subdivision improvement agreement if required, except as set forth on this plat or in said subdivision improvement agreement.

_____
By: Arun Agarwal
For: Winter Park Properties, LLC

Owner's Statement I, Winter Park Properties, LLC, owner of the above-described property, do hereby plat this parcel and it will be known as (subdivision name). This plat represents a true and accurate division of this property, and that this plat is for the purposes as set forth in the condominium declaration dated and recorded at _____ in the Grand County, Colorado records.

_____
By: Arun Agarwal
For: Winter Park Properties, LLC

State of _____)

) ss

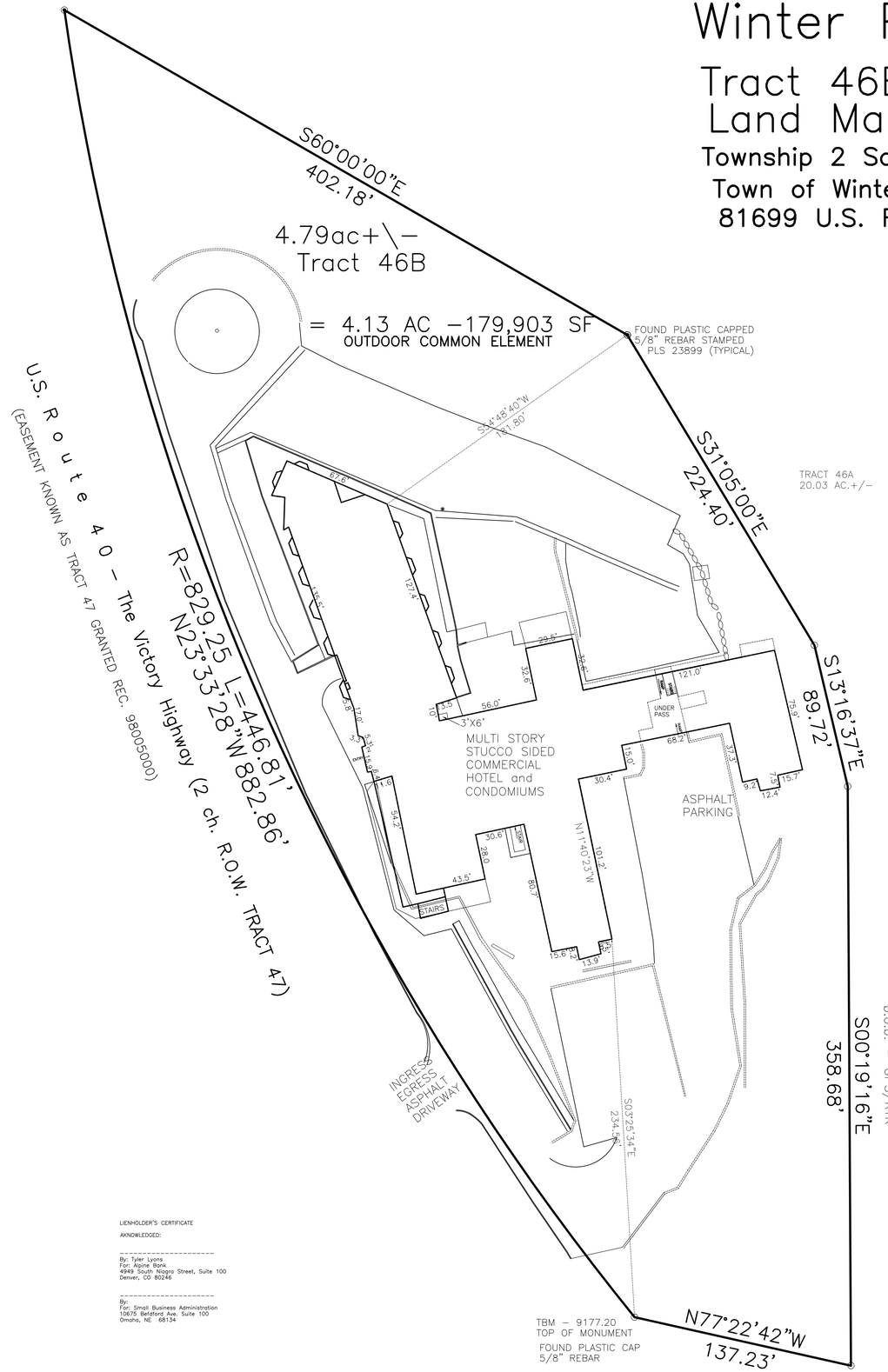
County of _____)

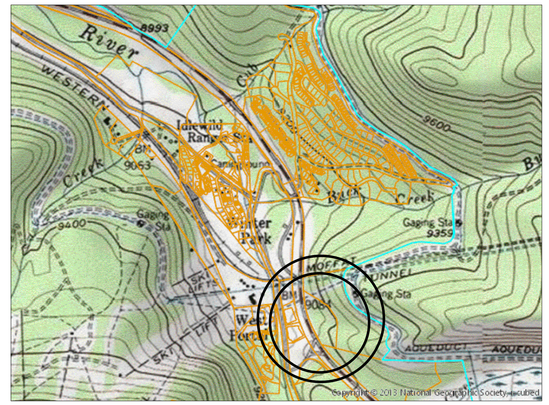
The foregoing Owner's Statement was acknowledged before me this ___ day of _____, 20__, by Arun Agarwal, as Authorized Representative of Winter Park Properties, LLC, a Nebraska Limited Liability Company.

Witness My Hand and Seal:

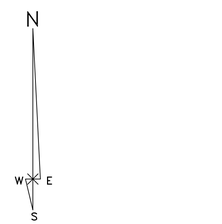
_____
Notary Public

My commission expires: _____





VICINITY MAP – 1" = 2000.00'



40 0 40 80 120
GRAPHIC SCALE – FEET

UNIT OF MEASUREMENT: INTERNATIONAL SURVEY FOOT

LIENHOLDER'S CERTIFICATE

AKNOWLEDGED:

_____
By: Tyler Lyons
For: Alpine Bank
4949 South Niagra Street, Suite 100
Denver, CO 80246

_____
By:
For: Small Business Administration
10675 Befdford Ave. Suite 100
Omaha, NE 68134

Azimuth Survey Company
P.O.Box 653 Fraser, Colorado 80442
f800-725-2734 p970-531-1120

Winter Park Condotel
Tract 46B – BLM TRACTS
SHEET 1 OF 10
Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO

DATE: 07-16-26
SCALE: 1"=40' w **BY:** A37-32 **JOB:**

Winter Park Condotel

Tract 46B, Bureau of Land Management Tracts.

Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
81699 U.S. Route 40 – SHEET 2

KEY

- – SANITARY SEWER MANHOLE
- – POWER POLE
- – WATER MANHOLE
- – WATERVALVE
- – LIGHT POLE
- – UTILITY PEDESTAL
- – CATCH BASIN
- – STORM DRAIN MANHOLE
- – ELECTRIC TRANSFORMER
- – FIRE HYDRANT
- – DRAINAGE OUTLET

OWNERSHIP KEY:

39,030 SF	(1)	– Residential Condominium Owners, 110 Individual Units
2,852 SF	(2)	– Residential Condominium Owners, Shared Ownership – LIMITED COMMON ELEMENT – HOA OWNERSHIP
3,190 SF	(3)	– Hotel – Restaurant, Bar and Kitchen
9,402 SF	(4)	– Hotel – Ballroom, Event Spaces, Dining Room
2,381 SF	(5)	– Hotel – Retail Spaces / Resort Connect / Comm. Leases
1,590 SF	(6)	– Hotel – Front Lobby
12,183 SF	(7)	– Hotel – /Parking Garage–Back of House/Phase 2 – LIMITED COMMON ELEMENT – HOTEL OWNERSHIP
29,384 SF	(8)	– Shared Hotel/Residential Condominium HOA Ownership – GENERAL COMMON ELEMENT.
16,956 SF	(9)	– Hotel–Workforce Housing/Extended Stay Residences

All structure rooftops are unoccupiable, open air GENERAL COMMON ELEMENTS, with general overlay leasing rights retained solely by hotel owner for communications equipment access leased to outside parties.

CURRENT UNIT COUNT
110 HOTEL KEYS

44 UNITS WORKFORCE
EXENDED STAY HOTEL

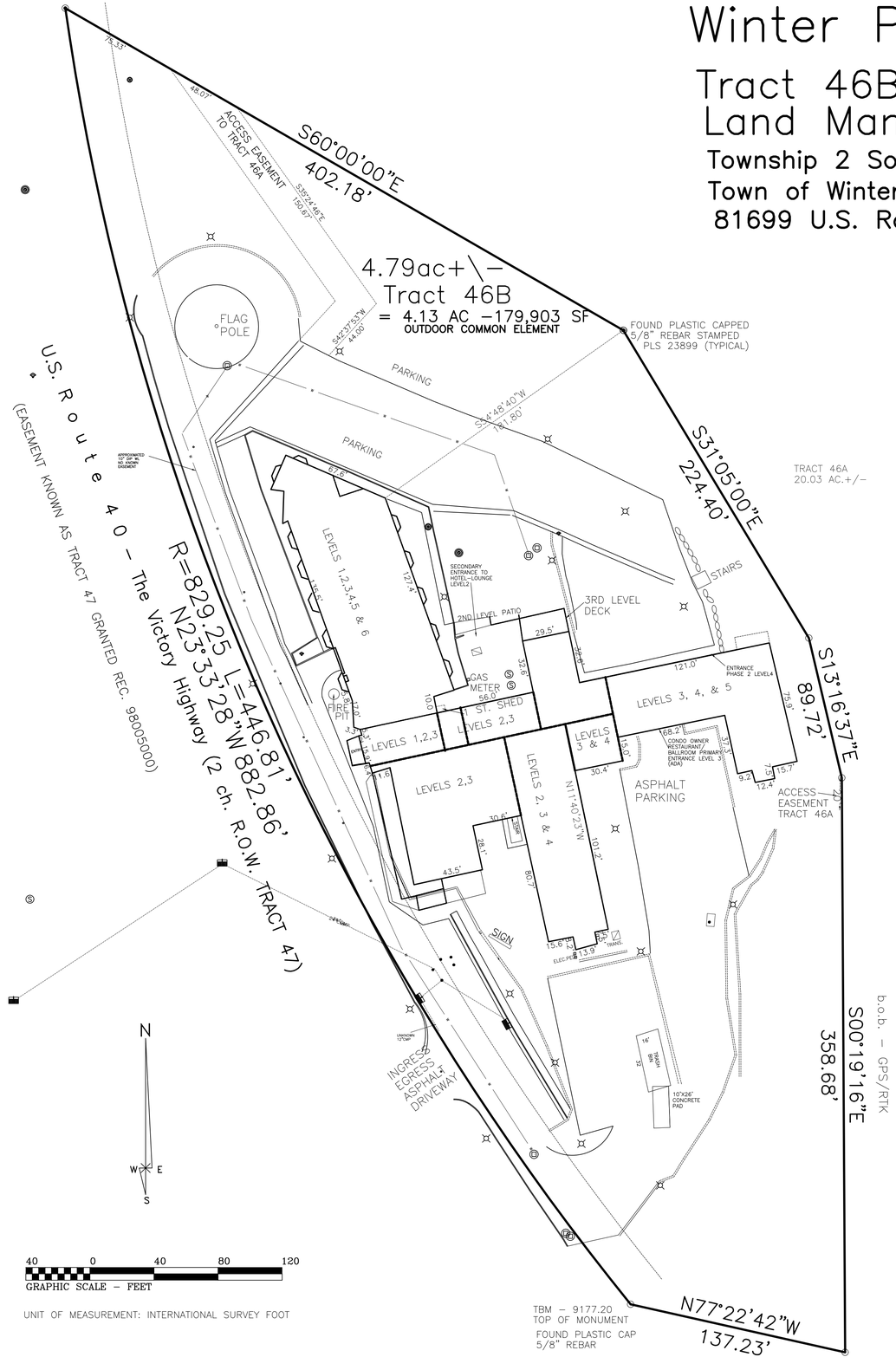
TOTAL ONSITE PARKING

186 SPACES (10'X20') (6 HANDICAP)
26 INDOOR VALET PARK (1HANDICAP)
160 OUTDOOR SELF PARK (5 HANDICAP)

TOTAL AREA TRACT 46B: 4.79 AC.+/–, 208,772 SF

LESS BUILDING/DECKS/PATIOS/FOOTPRINT 28,869 SF

OUTDOOR GENERAL COMMON ELEMENT: 179,903 SF



UNIT OF MEASUREMENT: INTERNATIONAL SURVEY FOOT

APPLICANT: Arun Aberwal, 105 N. 31ST Ave, Ste 101, Omaha NE 68131

2. For title, reference is hereby made to Land Title Guarantee Company, Order No. ABS60020911. The recording of this plat does not vacate any existing blanket easement for utilities, including, but not limited to buried electric, cable, gas, water and sewer, as existing. All existing blanket easements allow for future maintenance, restoration or expansion.

3. The purpose of this plat is to convert 110 existing units into condominiums.

FUTURE DEVELOPMENT, SUBJECT TO FUTURE DEVELOPMENT RIGHTS:

NOTICE: All parcels of Real Estate marked "Subject to Development Rights" are subjet to the Special Declarant Rights, Development Rights, and any other rights reserved to the Declarant pursuant to the Declaration. Any or all of the Development Rights and any other rights reserved in the Declaration may be exercised at any time with respect to all or any part of a parcel of real estate marked "Subject to Development Rights" on this map. No assurances are made with respect to the boundaries of any parcels to be developed or the order in which parcels are to be developed. Exercise of a Development Right, or other right, with respect to any one parcel does notrequire exercise of a Development Right, or other right, on any parcel of real estate subject to Development Rights. No assurance are made, however, that any further development will occur.

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Winter Park Condotel
Tract 46B BLM TRACTS
SHEET 2 OF 10
Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO

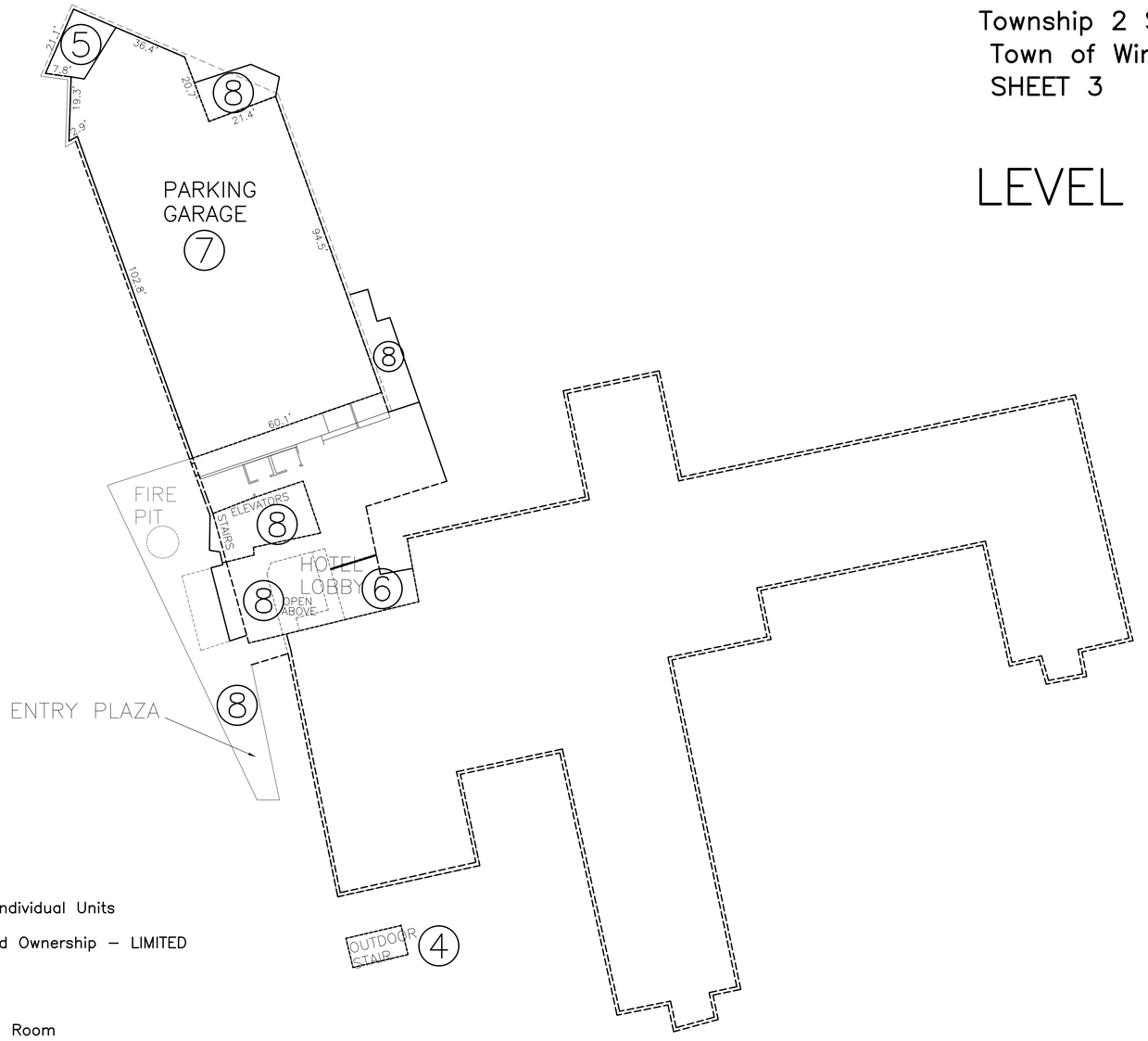
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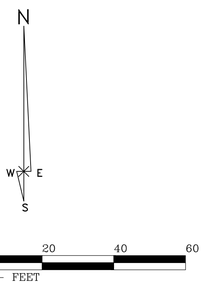
Winter Park Condotel

Tract 46B, Bureau of Land Management Tracts.

Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
SHEET 3

LEVEL 1





OWNERSHIP KEY:

0 SF (1) – Residential Condominium Owners, 110 Individual Units

0 SF (2) – Residential Condominium Owners, Shared Ownership – LIMITED COMMON ELEMENT – HOA OWNERSHIP

0 SF (3) – Hotel – Restaurant, Bar and Kitchen

171 SF (4) – Hotel – Ballroom, Event Spaces, Dining Room

292 SF (5) – Hotel – Retail Spaces

450 SF (6) – Hotel – Front Desk and Staff Offices

7,039 SF (7) – Hotel – Parking Garage Back of House/ – LIMITED COMMON ELEMENT – HOTEL OWNERSHIP

3,987 SF (8) – Shared Hotel/Residential Condominium HOA Ownership – GENERAL COMMON ELEMENT.

0 SF (9) – Hotel–Workforce Housing/Extended Stay Residences

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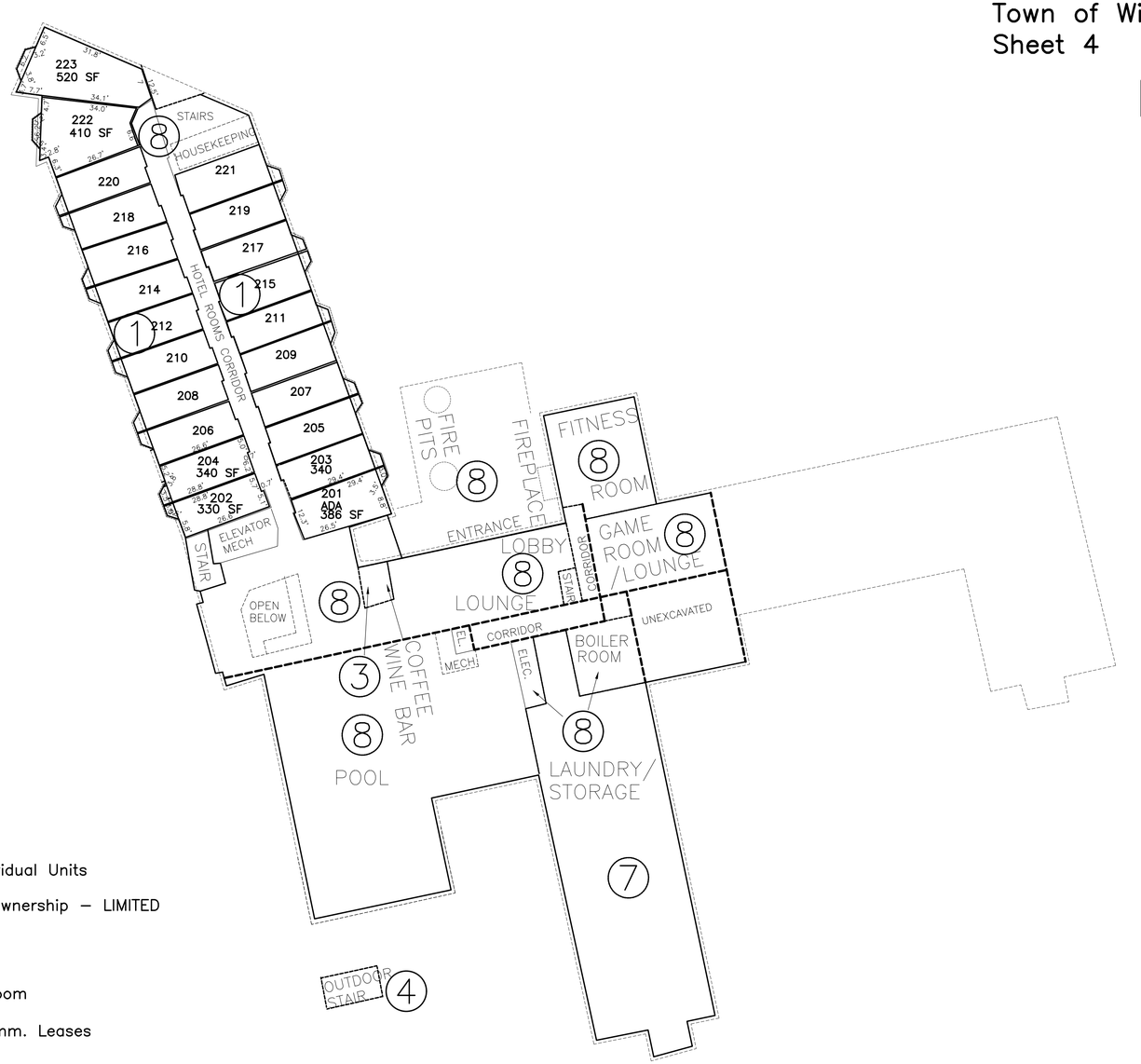
Winter Park Condotel Level 1
Tract 46B – BLM TRACTS
SHEET 3 OF 10
Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
OFFICE USE ONLY
DATE: 07-16-26
SCALE: 1"=20' BY: A37-32 JOB:

Winter Park Condotel

Tract 46B, Bureau of Land Management Tracts.

Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
Sheet 4

LEVEL 2





20 0 20 40 60
GRAPHIC SCALE – FEET

OWNERSHIP KEY:

7,766 SF (1) – Residential Condominium Owners, 110 Individual Units

0 SF (2) – Residential Condominium Owners, Shared Ownership – LIMITED COMMON ELEMENT – HOA OWNERSHIP

190 SF (3) – Hotel – Restaurant, Bar and Kitchen

171 SF (4) – Hotel – Ballroom, Event Spaces, Dining Room

0 SF (5) – Hotel – Retail Spaces/Resort Connect/Comm. Leases

0 SF (6) – Hotel – Front Lobby

4,297 SF (7) – Hotel – /Parking Garage Back of House/Phase 2 – LIMITED COMMON ELEMENT – HOTEL OWNERSHIP

12,820 SF (8) – Shared Hotel/Residential Condominium HOA Ownership – GENERAL COMMON ELEMENT.

0 SF (9) – Hotel–Workforce Housing/Extended Stay Residences

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Winter Park Condotel Level 2
Tract 46B – BLM TRACTS
SHEET 4 OF 10
Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
OFFICE USE ONLY
DATE: 07-16-26
SCALE: 1"=20' BY: A37-32 JOB:

Winter Park Condotel

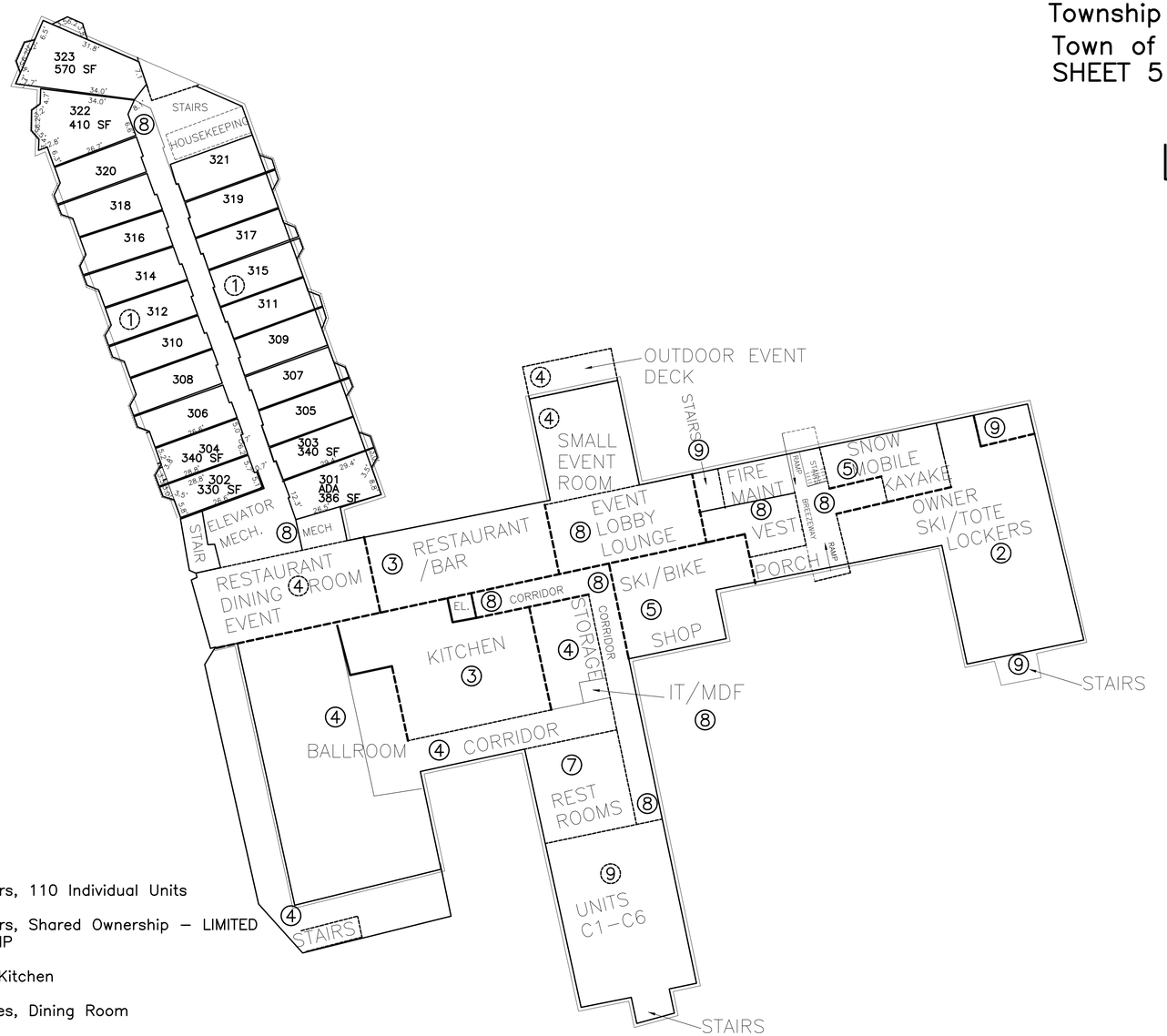
Tract 46B, Bureau of Land Management Tracts.

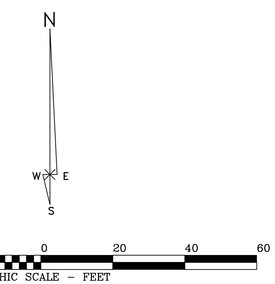
Township 2 South, Range 75 West, 6th PM

Town of Winter Park, Grand County, CO

SHEET 5

LEVEL 3





20 0 20 40 60

GRAPHIC SCALE – FEET

OWNERSHIP KEY:

7,816 SF (1) – Residential Condominium Owners, 110 Individual Units

2,852 SF (2) – Residential Condominium Owners, Shared Ownership – LIMITED COMMON ELEMENT – HOA OWNERSHIP

3,000 SF (3) – Hotel – Restaurant, Bar and Kitchen

8,410 SF (4) – Hotel – Ballroom, Event Spaces, Dining Room

1,539 SF (5) – Hotel – Retail Spaces

0 SF (6) – Hotel – Hotel Front Desk and Staff Offices

847 SF (7) – Hotel – /Parking Garage Back of House – LIMITED COMMON ELEMENT – HOTEL OWNERSHIP

6,487 SF (8) – Shared Hotel/Residential Condominium HOA Ownership – GENERAL COMMON ELEMENT.

2,460 SF (9) – Hotel–Workforce Housing/Extended Stay Residences

/Azimuth Survey Company
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Winter Park Condotel Level 3

Tract 46B – BLM TRACTS

SHEET 5 OF 10

Township 2 South, Range 75 West, 6th PM

Town of Winter Park, Grand County, CO

OFFICE USE ONLY

DATE: 07–16–26

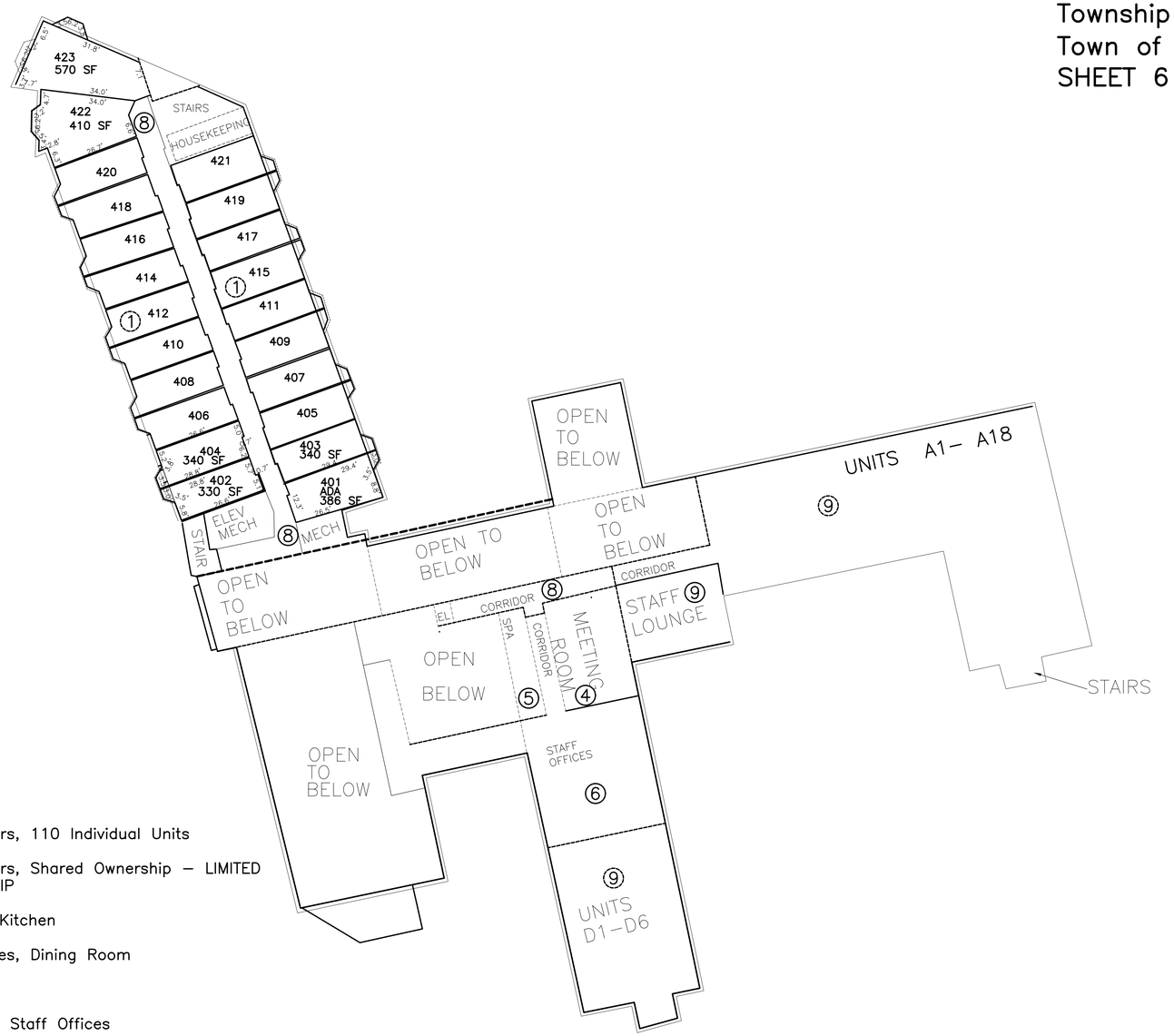
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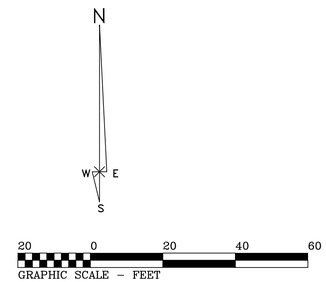
Winter Park Condotel

Tract 46B, Bureau of Land Management Tracts.

Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
SHEET 6

LEVEL 4





OWNERSHIP KEY:

7,816 SF (1) – Residential Condominium Owners, 110 Individual Units

0 SF (2) – Residential Condominium Owners, Shared Ownership – LIMITED COMMON ELEMENT – HOA OWNERSHIP

0 SF (3) – Hotel – Restaurant, Bar and Kitchen

650 SF (4) – Hotel – Ballroom, Event Spaces, Dining Room

550 SF (5) – Hotel – Retail Spaces

1,140 SF (6) – Hotel – Hotel Front Desk and Staff Offices

0 SF (7) – Hotel – Parking Garage Back of House – LIMITED COMMON ELEMENT – HOTEL OWNERSHIP

2,130 SF (8) – Shared Hotel/Residential Condominium HOA Ownership – GENERAL COMMON ELEMENT.

8,856 SF (9) – Hotel– Workforce Housing/Extended Stay Residences

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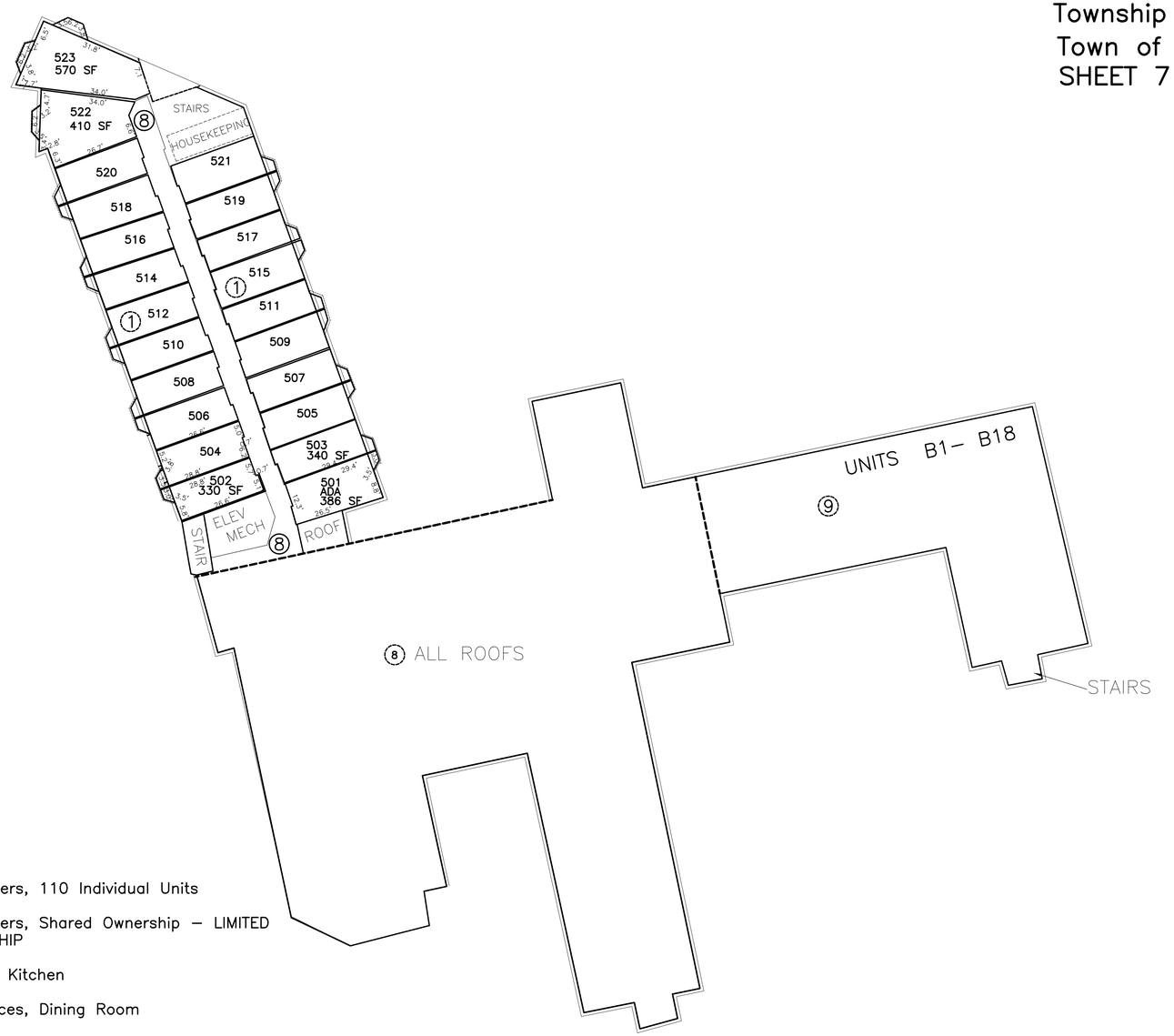
Winter Park Condotel Level 4
Tract 46B – BLM TRACTS
SHEET 6 OF 10
Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
OFFICE USE ONLY
DATE: 07-16-26
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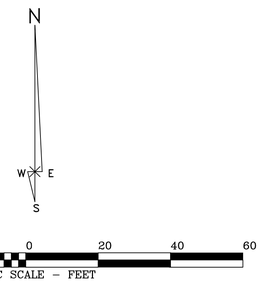
Winter Park Condotel

Tract 46B, Bureau of Land Management Tracts.

Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
SHEET 7

LEVEL 5





OWNERSHIP KEY:

7,816 SF (1) – Residential Condominium Owners, 110 Individual Units

0 SF (2) – Residential Condominium Owners, Shared Ownership – LIMITED COMMON ELEMENT – HOA OWNERSHIP

0 SF (3) – Hotel – Restaurant, Bar and Kitchen

0 SF (4) – Hotel – Ballroom, Event Spaces, Dining Room

0 SF (5) – Hotel – Retail Spaces/Resort Connect/Comm. Leases

0 SF (6) – Hotel – Front Lobby

0 SF (7) – Hotel – Parking Garage Back of House/Phase 2 – LIMITED COMMON ELEMENT – HOTEL OWNERSHIP

1,980 SF (8) – Shared Hotel/Residential Condominium HOA Ownership – GENERAL COMMON ELEMENT.

5,640 SF (9) – Hotel–Workforce Housing/Extended Stay Residences

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Winter Park Condotel Level 5
Tract 46B – BLM TRACTS
SHEET 7 OF 10
Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO

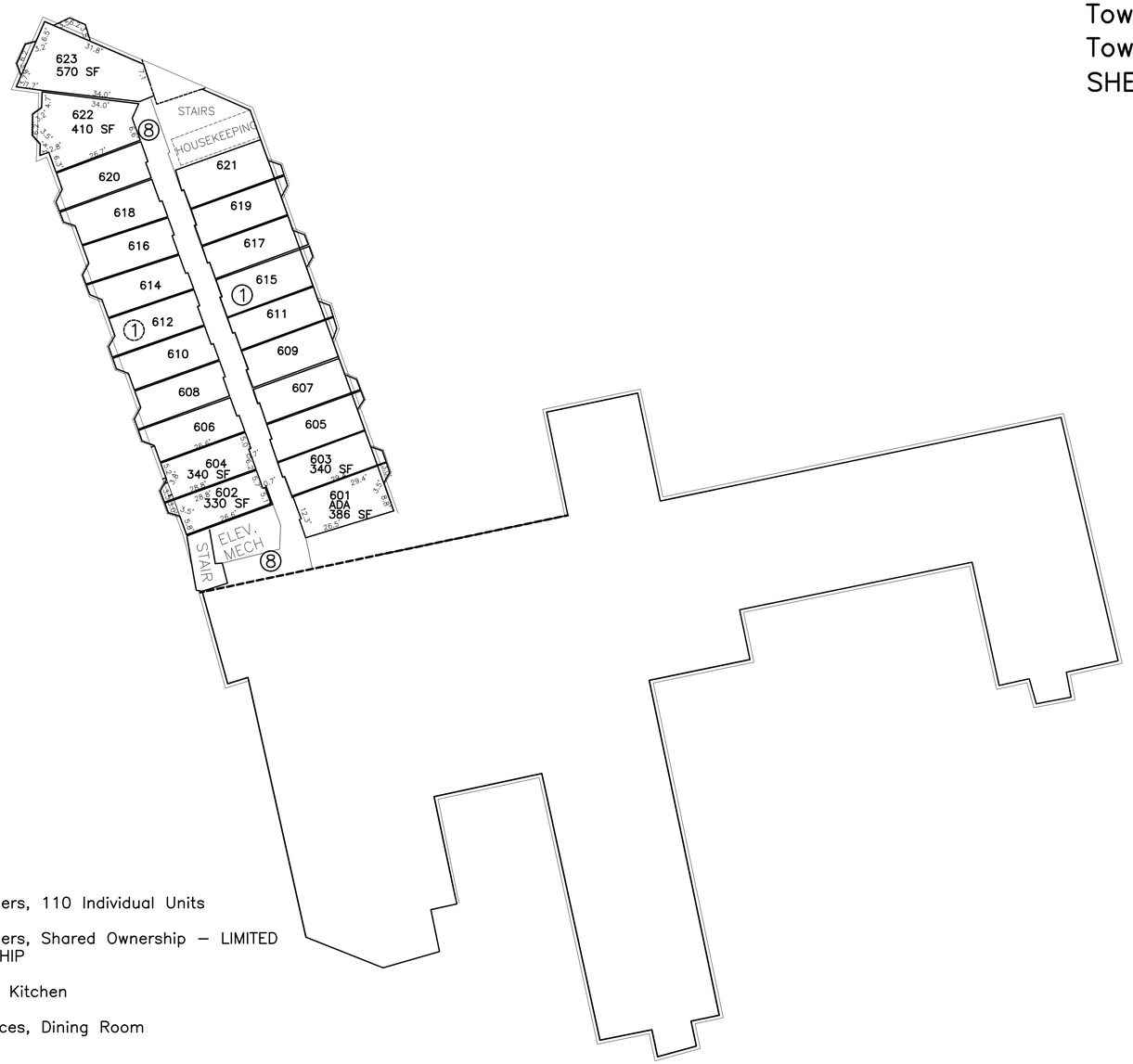
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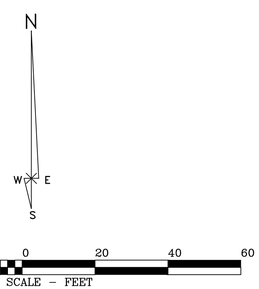
Winter Park Condotel

Tract 46B, Bureau of Land Management Tracts.

Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
SHEET 8

LEVEL 6





OWNERSHIP KEY:

7,816 SF (1) – Residential Condominium Owners, 110 Individual Units

0 SF (2) – Residential Condominium Owners, Shared Ownership – LIMITED COMMON ELEMENT – HOA OWNERSHIP

0 SF (3) – Hotel – Restaurant, Bar and Kitchen

0 SF (4) – Hotel – Ballroom, Event Spaces, Dining Room

0 SF (5) – Hotel – Retail Spaces

0 SF (6) – Hotel – Hotel Front Desk and Staff Offices

0 SF (7) – Hotel – Parking Garage Back of House – LIMITED COMMON ELEMENT – HOTEL OWNERSHIP

1,980 SF (8) – Shared Hotel/Residential Condominium HOA Ownership – GENERAL COMMON ELEMENT.

0 SF (9) – Hotel–Workforce Housing/Extended Stay Residences

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Winter Park Condotel Level 6
Tract 46B – BLM TRACTS
SHEET 8 OF 10
Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO

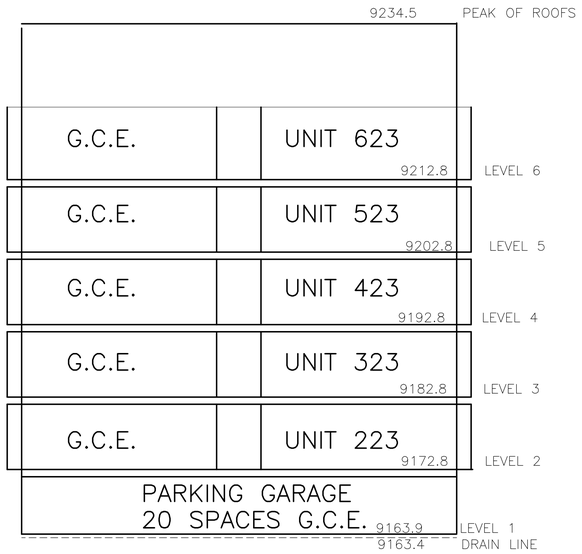
OFFICE USE ONLY
DATE: 07-16-26
SCALE: 1"=20' BY: A37-32 JOB:

Winter Park Condotel

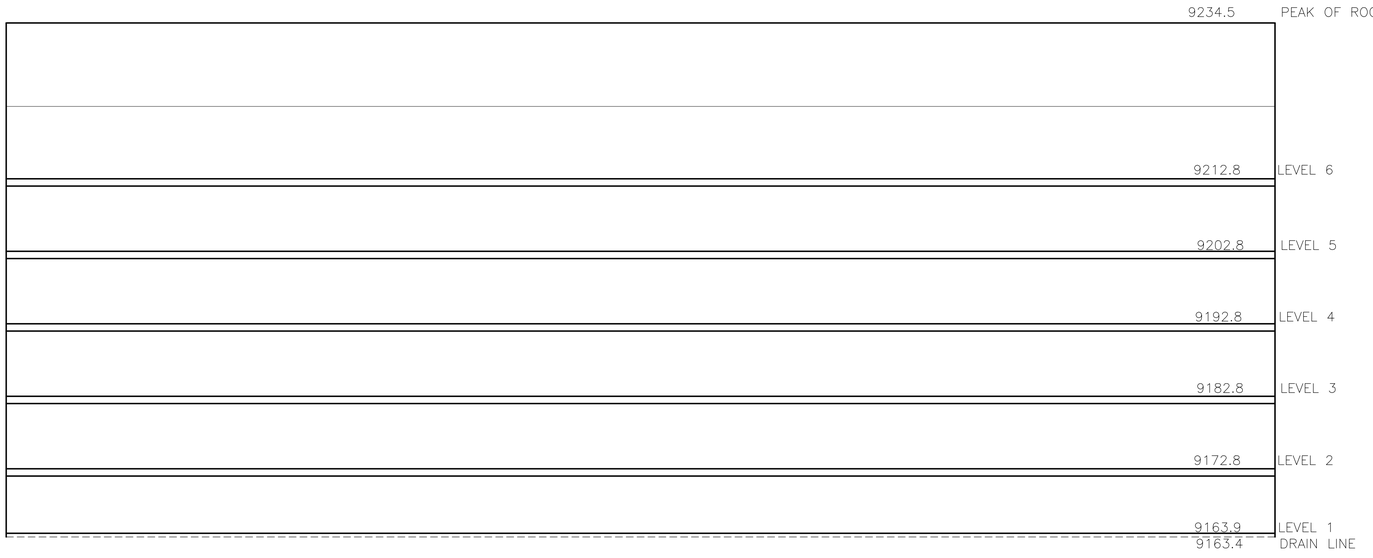
Tract 46B, Bureau of Land Management Tracts.

Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
SHEET 9

ELEVATION VIEW



END ELEVATION VIEW



SIDE ELEVATION VIEW

10 0 10 20 30
GRAPHIC SCALE – FEET

HORIZONTAL AND VERTICAL SCALE
UNIT OF MEASUREMENT: INTERNATIONAL FOOT

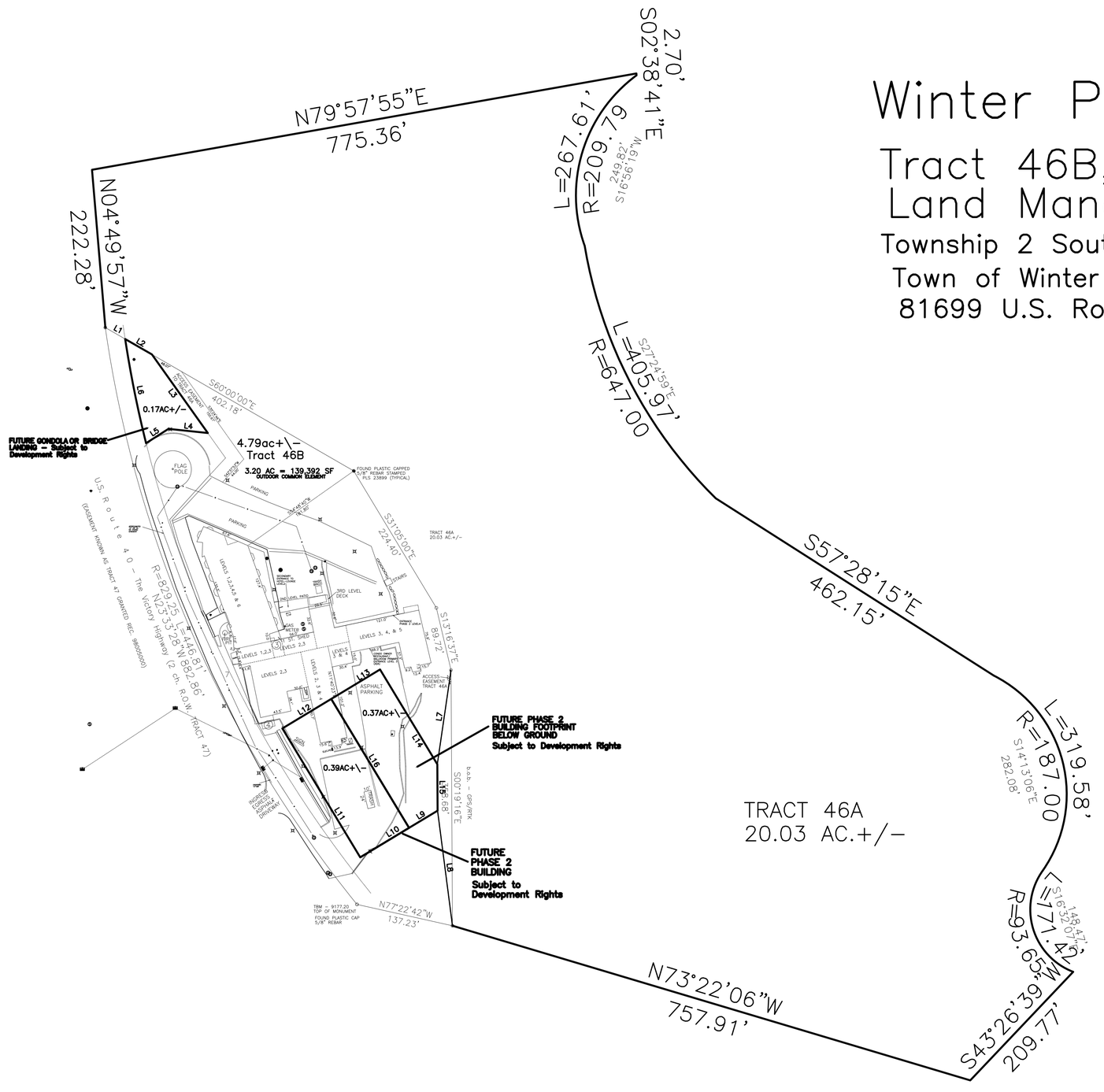
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Winter Park Condotel
Tract 46B –SHEET 9 OF 10
ELEVATION VIEW
Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
OFFICE USE ONLY
DATE: 07-16-26
SCALE: 1"=10' w BY: A37-32 JOB:

Winter Park Condotel

Tract 46B, Bureau of Land Management Tracts.

Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO
81699 U.S. Route 40 – SHEET 10



LINE TABLE		
LINE	LENGTH	BEARING
L1	31.90	S60°21'24"E
L2	43.27	S60°00'00"E
L3	135.17	S35°24'46"E
L4	55.38	N84°03'11"W
L5	37.28	S57°25'31"W
L6	149.04	N11°20'26"W
L7	133.44	S08°17'56"W
L8	162.95	N07°23'18"W
L9	46.67	S58°51'27"W
L10	80.00	S58°51'27"W
L11	211.21	N31°08'33"W
L12	80.00	N58°51'27"E
L13	80.00	N58°51'27"E
L14	155.34	S31°08'33"E
L15	65.05	S00°19'16"E
L16	211.21	N31°08'33"W

N
W E
S

80 0 80 160 240
GRAPHIC SCALE – FEET

UNIT OF MEASUREMENT: INTERNATIONAL SURVEY FOOT

Azimuth Survey Company
P.O.Box 653 Fraser, Colorado 80442
f800-725-2734 p970-531-1120

Winter Park Condotel
Tract 46B BLM TRACTS
SHEET 10 OF 10
Township 2 South, Range 75 West, 6th PM
Town of Winter Park, Grand County, CO

DATE: 07-16-26
SCALE: 1"=80' BY: A37-32 JOB:

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the Town of Winter Park, a Colorado municipal corporation having an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, Colorado 80482 (the "Town"), and Winter Park Properties, LLC, a Nebraska limited liability company, having an address of 10810 Farnam Drive, Suite 200, Omaha, NE 68154, and any heirs, successors and assigns in interest ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer is the owner of certain real property located in the Town, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Town has approved Developer's development plan for the Property, which is attached hereto as **Exhibit B**, and incorporated herein by reference (the "Development Plan"); and

WHEREAS, the Town's approval of the Development Plan is contingent upon the express condition that all duties created by this Agreement are faithfully performed by Developer in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Developer in connection with the change in use of the Property, as contemplated by the Development Plan, from a hotel to a condo-hotel. All conditions in this Agreement are in addition to any requirements of the Winter Park Town Code, state statutes and other Town ordinances and are not intended to supersede any requirements contained therein.

2. Development Plan. The Development Plan must show 110 units designated for "condo-hotel" use (the "Condo-Hotel Units") and eleven (11) additional units, constituting 10% of the Condo-Hotel Units, designated exclusively for workforce housing purposes (the "WFH Units") as further described in Section 5 below. Developer and, after the period of Developer control, the Condo-Unit owners association (the "Association") shall maintain all site improvements shown in the Development Plan and such improvements shall at all times meet applicable Town standards.

3. Developer Requirements. Pursuant to Section 2-B-3(C)(12) of the Town's Unified Development Code (the "UDC"), in order for Developer to change the use of the Property to a condo-hotel, Developer and the Property must comply with the following conditions at all times. Developer acknowledges that the following conditions run with the Property and that failure to comply with any of these conditions at any time may be enforced by the Town as a zoning violation.

a. No later than [*to enter date 18 months from Effective Date upon known execution date of document*], or such later date as agreed to in writing by the Developer and the Town (the "Condo-Hotel Activation Date") the Property must provide private amenities to guests that are customary for hotels, including a centralized booking system, shuttle service access and drop off zone, as seasonally appropriate, food and beverage facilities as seasonally appropriate and concierge services as seasonally appropriate. If any guests stay at the Condo-Hotel Units prior to the Condo-Hotel Activation Date, the Developer shall provide basic amenities and services customary for hotels.

b. Prior to the closing of any sale of any Condo-Hotel Unit or transferring of a Condo-Hotel Unit for sale to an unaffiliated third-party, the Developer must encumber the Property with a condominium declaration or other restrictive covenant(s) with residency restrictions for Condo-Hotel Unit owners ensuring, no later than the Condo-Hotel Activation Date, Condo-Hotel Units are occupied by unit owners for a maximum of 90 days in a calendar year without charge (the "90-Day Limitation"), provided, however, that a day of unit owner occupancy shall not count toward the 90-Day Limitation if the Condo-Hotel Unit was not reserved by an unaffiliated third party through a central booking system as of seven (7) days prior to the applicable check-in time for such day. The condominium declaration or other restrictive covenants with residency restrictions shall be provided to the Town for Town review and approval at least thirty (30) days prior to closing on the sale of the first Condo-Hotel Unit.

c. Developer (and the Association following Developer control of the Association) must establish its minimum use and behavior standards for occupants and guests at the Property, have adequate procedures in place to promptly enforce such standards and ensure that occupancy and use requirements are continually met.

d. Developer (and the Association following Developer control of the Association) must provide a management company for the Property that will be responsible for, among other things, ensuring the peaceful and orderly operation of the condo-hotel. Developer (and the Association following Developer control of the Association) shall provide the Town notice of the management company and contact information therefor and shall update the Town within 14 days of any changes thereto.

e. No unit on the Property shall be owned in a timeshare or fractional ownership structure.

f. Developer (and the Association following Developer control of the Association) must grant the Town reasonable access and review rights to its records and the Property to confirm ongoing compliance with these conditions.

g. Developer must provide, maintain and actively lease the WFH Units for a period of ten (10) years from the Effective Date (the "WFH Units Term"), as further described in Section 5 below. Eight (8) years from the Effective Date, the Parties agree to have discussions on potentially extending the WFH Units Term. Any such subsequent development agreement shall be on terms substantially consistent with this Agreement, including with respect to the WFH Units Term and the requirements set forth in Exhibit C,

except to the extent reasonably necessitated by differences in the applicable property or site.

h. Notwithstanding anything to the contrary in this Agreement, no action, inaction, waiver, or accommodation by Developer with respect to the WFH Units that Developer reasonably and in good faith determines is required by, or constitutes a reasonable accommodation under, the federal Fair Housing Act, 42 U.S.C. Section 3601 *et seq.*, the Colorado Fair Housing Act, C.R.S. Section 24-34-501 *et seq.*, or other applicable fair housing law, shall constitute a default or breach of this Agreement, a violation of the conditions set forth in this Section 3, or a basis for enforcement by the Town under this Agreement, the Winter Park Town Code, or otherwise. This Agreement, including Exhibit C, shall be interpreted and applied in a manner consistent with such laws, and any provision hereof that conflicts with such laws as applied to a specific applicant or tenant shall be deemed modified to the minimum extent necessary to comply, without excusing Developer's ongoing obligation to provide, maintain, and actively lease the WFH Units in accordance with this Agreement.

4. Deposit and Fees. In accordance with Section 5-B-6 of the UDC, Developer shall be required to pay all application fees required by the Town. Such fees shall be determined by the Town by a separate Agreement for Reimbursement pursuant to Section 5-B-6(D)(2) of the UDC.

5. Workforce Housing Units. As part of the Development Plan, Developer has identified WFH Units at the Property that shall be used exclusively for workforce housing and cannot be individually sold. The WFH Units shall at all times be restricted to occupancy by "Qualified Residents," as defined in **Exhibit C** to this Agreement, attached hereto and incorporated herein. For each calendar year during the WFH Units Term, Developer shall report to the Town all Initial Leases of the WFH Units for such 12 month period, as well as the status of each such tenant of an "Initial Lease," as defined in **Exhibit C** to this Agreement, as a Qualified Resident and shall submit such confirmation in writing to the Town as required by Exhibit C. The Town acknowledges the Developer does not have the ability to ensure any tenant of a WFH Unit remains a Qualified Resident after initial lease of a unit. Notwithstanding anything herein to the contrary, to the extent Developer, at a future date, constructs residential multifamily units outside the Property, but still within the Town, that are reserved for Qualified Residents, the requirement for the WFH Units may be shifted from the Property under the Development Plan to such location with the written consent of the Town, such consent not to be unreasonably withheld, conditioned or delayed. If the Parties agree to shift the requirement for the WFH Units from the Property to another property owned by the Developer, the Developer shall be required to enter into a separate development agreement.

6. Nuisance Conditions. Developer (and the Association following Developer control of the Association) shall use reasonable efforts to prevent the existence of any nuisances by way of its use of the units owned by Developer and of the common elements managed by the Association, as nuisances are defined by the Winter Park Town Code. If the Town determines that a nuisance exists, Developer shall be subject to the provisions of the Winter Park Town Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the nuisance may be abated by the Town pursuant to the procedures under Sections 4-12-9 and 4-12-10 of the Winter Park

Town Code. The Developer (or Association, as applicable) shall be responsible for all costs and expenses, including a 15% assessment for administrative expenses and the reasonable attorney fees incurred by the Town to abate the nuisance. The Town may exercise this right in addition to, or in lieu of, the withholding of permits or certificates of occupancy.

7. Indemnification. Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description to the extent caused by, arising from or on account of any act or omission of Developer, or intentional misconduct, of Developer, or of any other person or entity for whose act or omission Developer is liable, except to the extent such suits, actions or claims arise from or are caused by the gross negligence or willful misconduct of the Town, its officers, employees, agents or servants, and Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim within the scope of the indemnification provision contained in the prior clause, together with all reasonable, actual expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

8. Breach.

a. If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include without limitation:

i. The refusal to issue any building permit or certificate of occupancy;

ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

iii. Upon confirmation of reasonable notice to the tenants, the Town may inspect the WFH Units between the hours of 10:00 a.m. and 5:00 p.m., Monday through Friday, after providing Developer at least seventy-two (72) hours' prior written notice. Developer's obligation under this subsection (iii) is limited to using commercially reasonable efforts to facilitate the Town's access to the WFH Units, and the inability to access a WFH Unit because a tenant declines or is unavailable, despite Developer's commercially reasonable efforts, shall not constitute a default or breach of this Agreement; and

iv. Any other remedy available at law or in equity.

b. Unless necessary to protect the immediate health, safety and welfare of the Town, the Town shall provide Developer written notice describing the alleged breach in reasonable detail and shall provide Developer with not less than thirty (30) days to cure any monetary default and not less than sixty (60) days to cure any non-monetary default before exercising any remedy under this Section. If such default is not of a type which can be cured within such applicable cure period and Developer gives written notice to the Town within such applicable cure period that it is actively and diligently pursuing such cure, Developer will have a reasonable period of time given the nature of the default following

the end of such applicable cure period to cure such default, provided that Developer is at all times within such additional time period actively and diligently pursuing such cure and provided further that in no event will such cure period exceed a total of twelve (12) months unless a longer period is reasonably required due to circumstances outside Developer's reasonable control and Developer continues to diligently pursue cure.

c. 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.

d. In any litigation or other proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorneys' fees, costs, and expenses actually incurred, as determined by the court or other tribunal of competent jurisdiction. Notwithstanding the foregoing, the Town shall not agree to any arbitration related to this Agreement.

9. Foreclosure. This Section shall only apply to the WFH Units described in Section 5 above. Developer shall provide to the Town immediate notice of any notice of disclosure under the first deed of trust or any other subordinate security interest in the WFH Units of the Property, or when any payment on any indebtedness encumbering the WFH Units of the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in the Property. Within sixty (60) days after receipt of such foreclosure notice, the Town may proceed to make any payment to avoid foreclosure. Upon making any such payment, the Town may place a lien on the Property in the amount paid to cure the default and avoid foreclosure. The Town shall have thirty (30) days after issuance of the public trustee's deed or the acceptance of a deed-in-lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure. For purposes of foreclosure, this Agreement and any of the foregoing covenants and restrictions shall constitute a non-monetary lien on the Property. In the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

10. Waiver. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed or concerning the power of the Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance and form of the resolution adopting this Agreement. Developer expressly agrees that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Winter Park Town Code and the laws of the State of Colorado.

11. Modification. Except as otherwise provided herein, this Agreement shall not be modified or terminated, except by subsequent written agreement of the Parties hereto.

12. Integration. This Agreement and any attached exhibits constitute the entire agreement between Developer and the Town.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns in title to the Property; provided that it is acknowledged that this Agreement does not bind individual owners of Condo-Hotel Units.

14. Severability. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision hereof, and all other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

15. 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.

16. Assignment. There shall be no transfer of the Developer's interest in the Property, together with an assignment of any of the rights or obligations of Developer under this Agreement without the prior written notice to the Town, which notice must include the acknowledgement and assumption of this Agreement by the assignee; except that (A) this Agreement and Developer's rights and obligations hereunder with respect the Condo-Hotel Units may be assigned by Developer in whole, but not in part, to the Association; and (B) the transfer of Condo-Hotel Units on an individual basis is expressly permitted hereunder and will not require notice(s) to the Town. In the event of an assignment of Developer's rights or obligations hereunder as permitted herein, the assignee shall assume full responsibility for fulfilling the remaining obligations of Developer under this Agreement and shall execute an acknowledgement of this responsibility in the Town's favor, and upon delivery of such acknowledgement to the Town, the departing Developer shall be released from all obligations of Developer accruing from and after such assignment. Failure of the assignee to execute such an acknowledgement shall result in Developer being jointly and severally liable with the assignee for the remaining obligations under this Agreement.

17. Recordation. This Agreement shall be recorded in the real estate records of Grand County, Colorado, and shall be a covenant running with the Property.

18. Title and Authority. Developer expressly warrants and represents to the Town that, together with the undersigned individuals, the undersigned individuals have full power and authority to enter into this Agreement. Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

19. Third Parties. There are no intended third-party beneficiaries to this Agreement.

20. 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 the Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

21. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under the Agreement is due to Force Majeure, which shall be defined

as the inability to undertake or perform any of the duties under the Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

WHEREFORE, the Parties hereto have executed this Agreement on the Effective Date.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

DEVELOPER

WINTER PARK PROPERTIES, LLC, a Nebraska limited liability company

_____
Print Name _____
Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____, 2026, by _____, as _____ of _____.

My Commission expires _____.

(SEAL)

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
DEVELOPMENT PLAN

EXHIBIT C
WORKFORCE HOUSING UNIT REQUIREMENTS

Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Initial Lease" shall mean a tenant's initial lease of a WFH Unit, and not any renewal, extension, holdover, or amendment of an existing tenant's lease.

"Principal Place of Residence" means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person's Principal Place of Residence, the criteria set forth in C.R.S. § 31-10-201(3) shall apply.

"Qualified Household" means one Qualified Resident or a group of people that contain at least one Qualified Resident and live together. A Qualified Household may include people who are not Qualified Residents as long as at least one person is a Qualified Resident.

"Qualified Resident" means a natural person within a household who meet the following requirements: (1) is currently working or has been hired to work in Grand County, Colorado as an employee or sole proprietor who is actively involved in his or her own business and (2) works a minimum of thirty-two (32) hours per week, or at least 1,500 hours annually for a Grand County, Colorado employer. For an individual who is 65 years of age or older who has retired and who was previously a Qualified Resident for the last 10 consecutive years, the minimum working requirements do not apply. A Qualified Resident 65 years of age or older retains Qualified Resident status until their death. Notwithstanding the foregoing, Developer may waive or reduce the minimum-hours requirement of this definition as a reasonable accommodation required under the federal Fair Housing Act, 42 U.S.C. Section 3604(f)(3)(B), or applicable state or local law; any individual granted such an accommodation shall otherwise remain subject to all other requirements of this Exhibit C, including the Principal Place of Residence and initial verification requirements

Occupancy Restrictions.

a. Any tenant entering into an Initial Lease of a WFH Unit shall initially be a Qualified Resident and shall occupy the WFH Unit as their Principal Place of Residence, provided the Town acknowledges the Developer does not have the ability to ensure any tenant remains a Qualified Resident after initial verification.

b. No business activity shall occur on or in the WFH Unit.

c. The use and occupancy of the WFH Unit shall comply with applicable law at all times, including without limitation the Winter Park Town Code.

d. The maximum monthly rent charged by Developer shall not exceed a rent recognized as affordable for a household earning up to 80% of Grand County, Colorado's average median income, as published by the Colorado Housing and Finance Authority for the current year.

Verification Requirements.

In connection with the execution of a tenant's Initial Lease Developer shall confirm such tenant's Qualified Resident's status through the following information:

a. Verification (*e.g.*, wage stubs, employer name, address, telephone number and other appropriate documentation) of the person's current employment with a business in Grand County that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business;

b. Evidence that the Qualified Resident has worked, or will work, an average of 32 hours per week or 1,500 hours or more per year for one or more of such businesses;

c. A valid form of identification, such as a driver's license, state-issued identification, passport or military identification; and

d. A signed statement by the Qualified Resident certifying and acknowledging that all information submitted is true and correct.

e. Developer shall not require, and this Exhibit C shall not be construed to require, submission of a Social Security number or proof of citizenship or immigration status as a condition of establishing Qualified Resident status.

By December 31st of each year, Developer shall provide the Town the following:

a. A list of tenants who occupied the WFH Units in the previous 12 months and, for any Initial Lease that occurred during such 12 month period, all evidence submitted by such tenant of the Initial Lease to establish that they were a Qualified Resident.

b. Developer's attestation that such information is true and correct to the best of Developer's knowledge and belief; and

c. A copy of the lease form currently used for the WFH Units.

If the Town exercises its right of inspection pursuant to Section 8(a)(iii) of the Agreement, Developer shall provide notice to the tenants in accordance with, and Developer's obligations with respect to such inspection shall otherwise be governed by and subject to the limitations set forth in, Section 8(a)(iii) of the Agreement.