



**SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
Tuesday, April 28, 2020, 1:30 p.m.
County Commissioners' Meeting Room; Summit County Courthouse
208 Lincoln Avenue, Breckenridge, Colorado**

Due to Public Health concerns and social distancing efforts, this meeting will be conducted virtually and the public is encouraged to join the meeting by following the instructions below:

*To Join the Meeting, dial
(669) 900-9128 or (346) 248-7799
Meeting ID: 973-4922-9150*

To view the materials that may be presented at the meeting, you will also need to login through the Zoom Cloud Meetings App or by going to <https://zoom.us/j/97349229150>

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. CITIZEN COMMENT

V. PROCLAMATIONS & ANNOUNCEMENTS

- A. Resolution Proclaiming The Month Of May 2020 As "Mental Health Awareness Month" In Summit County, Colorado (Public Health)

Documents:

[PROC A - MENTAL HEALTH AWARENESS MONTH RESO.PDF](#)

VI. CONSENT AGENDA

- A. Approval Of 4.14.20 Regular Meeting Minutes

Documents:

[CONSENT A - 041420 REG MIN.PDF](#)

- B. Warrant List Of 4-1-20 To 4-15-20 (Finance)

Documents:

[CONSENT B - 040120-041520 WARRANT LIST.PDF](#)

- C. Modification Of Liquor License For Keystone Food & Beverage Co. DbA SKI TIP RANCH; Manager Registration; Hotel & Restaurant; Nicole Krier; Located At 0764 Montezuma Road, Keystone, CO (Clerk)

Documents:

[CONSENT C - SKI TIP RANCH MANAGER REGISTRATION MATERIALS_REDACTED.PDF](#)

- D. Renewal Of Liquor License Of Snowbridge Liquors Inc. DbA SNOWBRIDGE SQUARE LIQUORS; Liquor Store; Patrick Tekampe; Located At 760 Copper Road #C107A, Copper Mountain, CO (Clerk)

Documents:

[CONSENT D - SNOWBRIDGE RENEWAL MATERIALS_REDACTED.PDF](#)

- E. Renewal Of Liquor License Of Keystone Food & Beverage Co. DbA HYATT PLACE KEYSTONE; Hotel & Restaurant; Jody Churich; Located At 23044 U.S. Highway 6, Keystone, CO (Clerk)

Documents:

[CONSENT E - HYATT PLACE KEYSTONE RENEWAL MATERIALS_REDACTED.PDF](#)

- F. Renewal Of Liquor License Of Keystone Food & Beverage Co. DbA KEYSTONE CONFERENCE CENTER; Hotel & Restaurant With Optional Premises; Jody Churich; Located At 633 Tennis Club Road, Keystone, CO (Clerk)

Documents:

[CONSENT F - KEYSTONE CONFERENCE CENTER RENEWAL MATERIALS_REDACTED.PDF](#)

VII. PUBLIC HEARING

- A. Public Hearing For A New Liquor License For Keystone Coffee Company LLC DbA STEEP; Brewpub; Elissa Slezak; Justin Slezak; Located At 23110 U.S. Highway 6 Units #113-115, Keystone, CO (Clerk) Continued From The March 10, 2020 Regular Meeting

Documents:

[PH A - STEEP NEW APPLICATION MATERIALS_REDACTED.PDF](#)

- B. A Request For Preliminary Plat For Subdivision At The A-Lift Neighborhood At Copper Mountain Resulting In 5 Single-Family Lots, 3 Townhouse Tracts, 1 Hotel/Condo Tract, 1 Road Tract, 3 Open Space Parcels, And 2 Remainder Parcels. The A-Lift Neighborhood Will Consist Of 7.7 Acres, The Parent Parcel Is 165.49 Acres; Lot 2B, Copper Mountain East Neighborhood Subdivision, Zoned Parcel 32, Copper Mountain PUD. (PLN19-148/ Mike Anderson, Continued Copper, LLC) Ten Mile Basin (Planning)

Documents:

[PH B1 - PLN19-148 STAFF REPORT.PDF](#)
[PH B2 - ATTACHMENT A_PLAT_CLASS 5_PLAT RESUBMISSION.PDF](#)

PH B3 - ATTACHMENT B_FEASIBILITY STUDY.PDF
PH B4- ATTACHMENT C_PLANS.PDF
PH B5 - ATTACHMENT D_POAMA AND SIA DRAFTS.PDF
PH B6 - ATTACHMENT E_DRAFT PLAT NOTES.PDF
PH B7 - ATTACHMENT F_PLN19-148_PUBLIC COMMENTS AS OF 4-9-
2020_NOON.PDF
PH B8 - PLN19-148_RESO.PDF
PH B9 - PRESENTATION TO BOCC 4-28-20.PDF

VIII. ADJOURNMENT

*This agenda is subject to change at any time. Please contact the Manager's Office or visit our website to obtain updates at: <http://www.summitcountyco.gov>

RESOLUTION NO. 2020-__

**BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF SUMMIT
STATE OF COLORADO**

**RESOLUTION PROCLAIMING MAY 2020 AS “MENTAL HEALTH AWARENESS MONTH”
IN SUMMIT COUNTY, COLORADO.**

WHEREAS, one in five Americans will be affected by a mental health condition in their lifetime and every American is affected or impacted through their friends and family; and

WHEREAS, Mental illness is one of the leading causes of disabilities in the United States, impacting both the person with the illness and those persons who care for and love the person afflicted; and

WHEREAS, in 2018, only 60 percent of local people in households who needed mental health treatment received care; and

WHEREAS, when compared to other Colorado communities, the incidence of substance abuse and mental health indicators is elevated in Summit County and as a result the County is concerned about the impacts of mental illness on the quality of life for our residents; and

WHEREAS, although mental illness impacts all people, many of those in lower-income communities receive less care, poorer quality of care, and often lack access to culturally competent care, thereby resulting in mental health disparities; and

WHEREAS, some see negative perceptions about mental health care as a significant factor contributing to limited or nonexistent access to care, and some common concerns are stigma, culture, masculinity, exposure to violence, and lack of information and awareness, among many others; and

WHEREAS, nearly two-thirds of all people with a diagnosable mental illness do not receive mental health treatment due to stigma, lack of community-based resources, inadequate diagnosis, or no diagnosis; and

WHEREAS, there is a need to improve public awareness of mental illness and to strengthen local and national awareness, so that all those with mental illness may receive adequate and appropriate treatment and support; and

WHEREAS, access to mental health treatment and services is of paramount importance; and

WHEREAS, there is a need to encourage primary care physicians to offer screenings, to partner with mental health care providers, to seek appropriate referrals to specialists, and to encourage timely and accurate diagnoses of mental disorders; and

WHEREAS, the Board of County Commissioners wishes to enhance public awareness of mental illness.

NOW, THEREFORE, LET IT BE RESOLVED THAT MAY 2020 IS HEREBY PROCLAIMED TO BE MENTAL HEALTH AWARENESS MONTH IN SUMMIT COUNTY, COLORADO.

ADOPTED THIS 28th DAY OF APRIL, 2020.

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

Karn Stiegelmeier, Chair

ATTEST:

Kathleen Neel, Clerk & Recorder



SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, April 14, 2020 at 1:30 p.m.
SUMMARY MINUTES

*For assistance or questions regarding special accommodations, accessibility,
or available audio/visual equipment, please contact 970-453-3403 as soon as possible.*

I. CALL TO ORDER

The Meeting of the Board of County Commissioners on Tuesday, April 14, 2020 was called to order by Chair, Karn Stiegelmeier, at 1:32 p.m. in the County Commissioners' Meeting Room, Summit County Courthouse, 208 Lincoln Avenue, Breckenridge, Colorado.

II. ROLL CALL

Board Members present and answered to the roll call were:

Karn Stiegelmeier, Chair
Thomas C. Davidson, Commissioner
Elisabeth Lawrence, Commissioner

Staff Present were as follows: Bentley Henderson, Assistant County Manager; Jeff Huntley, County Attorney and Lori Dwyer, Deputy Clerk.

Staff attending via conference phone were as follows: Jim Curnutte, Community Development Director; April Kroner, Planning Director; Lindsay Hirsh, Senior Planner.

Additional Attendees via conference phone: Peter Siegel, Jack Taylor, Brian Webinger, Angela Poon.

III. APPROVAL OF AGENDA

The agenda was approved, as presented.

IV. CITIZEN COMMENT

V. CONSENT AGENDA

- A.** Approval of 3-31-20 Special Meeting Minutes. **Approved as presented; and**
- B.** Warrant List of 3-16-20 to 3-31-20 (Finance). **Approved as presented by the Finance Department; and**
- C.** Approval to exercise option agreement to acquire Lots 9 and 10, Block 7, Alpine Breckenridge Filing No. 2 (Upper Blue) (Open Space & Trails). **Approved as presented; and**
- D.** Approval of Appointments for Various Planning Commissions (Planning). **Approved as presented; and**

- E. Liquor License Renewal for Powdr-Copper Mountain LLC dba COPPER MOUNTAIN RESORT; Resort Complex; Greg Neumann; located at 209 Ten Mile Circle, Copper Mountain, CO 80443 (Clerk). **The Sheriff's report indicated no record of negative information on the establishment and stated no reason to disapprove the issuance of the license at this time; and**
- F. Liquor License Modification for Powdr-Copper Mountain LLC dba COPPER MOUNTAIN RESORT; Manager Registration; Resort Complex; Greg Neumann; located at 209 Ten Mile Circle, Copper Mountain, CO (Clerk). **The Sheriff's report indicated no record of negative information on the establishment and stated no reason to disapprove the issuance of the license at this time; and**
- G. Liquor License Renewal for Powdr-Copper Mountain LLC dba COPPER CONOCO STATION; FMB Beer Off Premises; Greg Neumann; located at 0050 Summit County Road 1197, Copper Mountain, CO (Clerk). **The Sheriff's report indicated no record of negative information on the establishment and stated no reason to disapprove the issuance of the license at this time; and**
- H. Liquor License Modification for Powdr-Copper Mountain LLC dba COPPER CONOCO STATION; Manager Registration; FMB Off Premises; Greg Neumann; located at 0050 Summit County Road 1197, Copper Mountain, CO (Clerk). **The Sheriff's report indicated no record of negative information on the establishment and stated no reason to disapprove the issuance of the license at this time; and**
- I. Liquor License Renewal for Keystone Neighbourhood Co. dba KEYSTONE NEIGHBOURHOOD CO; Optional Premise; Maja Russer; located at 140 Ida Belle Drive Suite #F4, Keystone, CO (Clerk). **The Sheriff's report indicated no record of negative information on the establishment and stated no reason to disapprove the issuance of the license at this time; and**
- J. Business Assistance Grant Program Approval (Manager). **Approved as presented; and**
- K. Approval of Family and Intercultural Resource Center (FIRC) Financial Assistance (Manager). **Approved as presented; and**

MOTION: A motion was made by Commissioner Lawrence and seconded by Commissioner Davidson to approve the Consent Agenda, items A-K as referenced above.

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

VI. ADJOURNMENT

The meeting was adjourned at 1:33 p.m.

Respectfully submitted,

Approved by:

Lori Dwyer, Deputy Clerk

Karn Stiegelmeier, Chair

NOTE: These minutes are a summary of the proceedings and motions of the April 14, 2020 Board of County Commissioners' Regular Meeting. The complete digital recording is available in the Office of the Clerk & Recorder, Summit County Courthouse, 2nd Floor, 208 Lincoln Avenue, Breckenridge, Colorado 80424.

Vendor Checks by Date

Check Cut Range from: 4/1/2020 through 4/15/2020

Summit County Finance

	Total Chk Amt
A & A SEPTIC	\$1,520.00
A2CL INC.	\$6,350.00
ACORN PETROLEUM	\$506.61
ACZ LABORATORIES	\$133.40
AIR FILTER SOLUTIONS, INC.	\$5,682.33
ALLIED SECURITY	\$275.62
ALPENSEE WATER DISTRICT BOND	\$6,525.50
ALPENSEE WATER DISTRICT GENL	\$2,442.70
ALSCO	\$66.11
ALTITUDE RECYCLING	\$3,463.90
ALWAYS MOUNTAIN TIME LLC	\$5,912.00
ASHLEY MERRILL	\$180.61
BARRETT FRAPPIER & WEISSERMAN. LLP	\$30.00
BASELINE ASSOC	\$560.00
BENTLEY HENDERSON	\$100.00
BOB BARKER CO.	\$3,651.64
BRANDON HOWES	\$24.15
BRECKENRIDGE BUILDING CENTER	\$63.54
BRECKENRIDGE MTN METRO DIST	\$65,374.07
BRENNAN COLLINS	\$3,995.01
BUFFALO MOUNTAIN METRO DIST	\$62,136.69
BUFFALO MTN METRO DISTRICT	\$25,901.45
C.H. ROBINSON	\$5,100.00
CARY BROWN	\$43.70
CASSIE COMEAU	\$600.00
CCOM	\$1,935.00
CDWG	\$872.00
CENTRAL SQUARE TECHNOLOGIES, LLC	\$1,300.00
CENTURA HEALTH	\$300.00
CENTURYLINK	\$59.99
CHEMTRADE CHEMICALS US LLC	\$5,785.94
CHRISTINE CURTIS	\$4,900.00
CINTAS CORPORATION	\$111.62
CLEAR INTENTIONS LLC	\$880.00
COLORADO ANALYTICAL LAB	\$220.00
COLORADO BUREAU OF INVESTIGATION	\$474.00
COLORADO DEPARTMENT OF LABOR &	\$920.00
COLORADO DEPARTMENT OF REVENUE	\$3,825.00
COLORADO DEPT OF PUB HEALTH & ENV	\$14,577.76
COLORADO INTERACTIVE	\$649.25
COLORADO MOUNTAIN COLLEGE	\$716,060.23
COLORADO MOUNTAIN NEWS MEDIA	\$730.00

Vendor Checks by Date

Check Cut Range from: 4/1/2020 through 4/15/2020

Summit County Finance

COLORADO RIVER WATER CONS	\$40,501.10
COMCAST	\$10.59
COPPER MOUNTAIN CONS DIST	\$824,468.24
CORINTHIAN HILL METRO DIST	\$6,488.33
CORRECTIONAL INDUSTRIES	\$42.30
COSCO FIRE PROTECTION, INC	\$5,518.00
DANIELLA LUGO	\$360.33
DAVID L CHRISTIANSEN, PSY. D	\$450.00
EAST DILLON WATER DISTRICT	\$11,990.53
EBMS	\$247,028.52
EIDE BAILLY LLP	\$6,470.00
EMORE INC	\$3,615.00
FAMILY INTERCULTURAL RESOURCE	\$500,000.00
FEDERAL EXPRESS	\$137.13
FIRST CALL OF COLORADO, INC	\$261.00
FIRST VEHICLE SERVICES	\$247,137.23
FOURTH STREET CROSSING IMPROVEMENT DISTRICT	\$1,665.58
FOURTH STREET CROSSING METRO DISTRICT	\$37.83
FRISCO SANITATION DISTRICT	\$602.70
GALLAGHER BENEFIT SERVICES	\$25,102.80
GALLS, LLC	\$634.88
GARCIA CLINICAL LABORATORY, INC.	\$427.50
H2O POWER EQUIP	\$648.30
HAMILTON CREEK METRO DIST	\$29,370.32
HEENEY WATER DISTRICT	\$1,158.79
HYDRO CONSTRUCTION COMPANY INC.	\$10,925.00
IMAGE NET CONSULTING LLC	\$22,197.68
JASON LEDERER	\$85.51
JASON WILLIAMS	\$100.00
JEFF HUNTLEY	\$56.18
JILL VESNER	\$67.28
JULI JOYCE	\$292.10
KARI MORENO	\$1,085.60
KINSCO LLC	\$247.45
KIRSTIE MCFADDEN	\$3,930.00
KREMMLING MEM HOSPITAL DIST	\$14,984.66
LABORATORY CORPORATION OF AMERICA	\$22.39
LAKE DILLON FIRE PROT DIST	\$648,230.50
LAND TITLE GUARANTEE CO	\$500.00
LASER GRAPHICS	\$297.50
LEXIPOL, LLC	\$1,200.00
LOWER BLUE FIRE PROT DIST	\$2,823.36
LOWES	\$1,425.46

Vendor Checks by Date

Check Cut Range from: 4/1/2020 through 4/15/2020

Summit County Finance

LYNNE EASTERLY	\$181.70
MELISSA THOMPSON	\$57.23
MIDDLE PARK WATER CONS DIST	\$8,278.36
MIDWEST TAPE	\$78.27
MIND SPRINGS HEALTH, INC.	\$7,816.04
MINES AND ASSOCIATES, P.C.	\$836.60
MOTOROLA	\$7,623.81
MOUNTAIN PARKS ELECTRIC	\$86.99
MPH INDUSTRIES	\$6,900.00
NEAL STOLZ	\$62.10
NEWCLOUD NETWORKS	\$2,756.82
NOBEL SYSCO	\$3,966.68
NORTHWEST COLORADO COUNCIL OF GOVERNMENTS	\$1,224.67
OLYMPIC WELL & PUMP SERVICE LLC	\$453.33
OPEN SPACE & TRAILS ONE TIME	\$1,000.00
PAMLICO CARTEGRAPH SYSTEMS HOLDING LLC	\$7,440.00
PARK COUNTY CLERK & RECORDER	\$28.00
PCM SALES, INC.	\$42,000.00
PLANNING ONE TIME	\$1,363.00
POWER EQUIPMENT COMPANY	\$3,453.50
PROFESSIONAL COMPLIANCE & TESTING	\$485.00
PROTERRA INC	\$65,250.00
QUILL.COM	\$1,406.47
RED, WHITE & BLUE FIRE PROT DIST	\$594,781.00
RIDGE STREET KITCHEN	\$2,327.99
SANDERS TRUE VALUE	\$28.61
SECURITY SERVICES, LLC.	\$507.80
SERVICE MONKEY	\$50.83
SHAWN POTEKHEN	\$69.95
SHRED-IT USA LLC	\$134.08
SOUTH MARYLAND CRK RANCH METRO DIST	\$32,332.06
SOUTHERN HEALTH PARTNERS, INC.	\$28,214.05
SPRING BACK COLORADO INC.	\$1,180.00
STATE OF COLORADO TREASURY	\$3,698.00
STEPHEN WINDSOR	\$3,582.78
STEVE MAES	\$603.22
STEVE NOFZIGER	\$100.00
SUMMIT EMBROIDERY	\$423.19
SUMMIT FIRE AND EMS AUTHORITY	\$42,019.63
SUMMIT JANITORIAL SYSTEMS INC.	\$600.00
SUMMIT ROLL-OFFS	\$7,750.00
SUMMIT SCHOOL DISTRICT RE-1	\$1,106,397.64
SUMMIT SCHOOL DISTRICT RE-1	\$250,518.68

Vendor Checks by Date

Check Cut Range from: 4/1/2020 through 4/15/2020

Summit County Finance

SWAN'S NEST METRO DIST	\$17,269.66
TAB ASSOCIATES, INC	\$24,914.75
TERESA HAYNES COUNSELING	\$200.00
TERI FURLL	\$204.19
THE VAIL CORPORATION	\$13,728.00
THYSSENKRUPP ELEVATOR	\$1,200.00
TIGER NATURAL GAS, INC.	\$9,575.47
TIMBER CREEK WATER DISTRICT	\$4,063.32
TODD CAMPER	\$100.00
TOLIN MECHANICAL SYSTEMS COMPANY	\$4,473.00
TOWN OF BLUE RIVER	\$54,521.07
TOWN OF BRECKENRIDGE	\$364,616.24
TOWN OF BRECKENRIDGE	\$77,748.54
TOWN OF DILLON	\$63,036.71
TOWN OF DILLON	\$2,547.88
TOWN OF FRISCO	\$57,338.40
TOWN OF FRISCO	\$69,254.87
TOWN OF MONTEZUMA	\$324.82
TOWN OF SILVERTHORNE	\$58,914.62
TOWN OF SILVERTHORNE	\$112,001.21
TRANSUNION RISK AND ALTERNATIVE	\$50.00
TREASURER ONE TIME	\$17,359.08
TYLER TECHNOLOGIES	\$5,775.00
ULINE	\$336.49
UPS	\$16.73
US CLEANING PROFESSIONALS, INC	\$436.79
USDA FOREST SERVICE	\$351,000.00
USIC LOCATING SERVICES, LLC	\$289.80
UTILITY NOTIFICATION CENTER	\$31.29
WAGNER EQUIPMENT	\$948.06
WEST GRAND SCHOOL DISTRICT	\$6,745.95
WEST GRAND SCHOOL DISTRICT	\$2,423.80
WESTERN SLOPE SUPPLIES	\$280.80
WILLOW BROOK METRO DIST	\$27,281.19
WM RECYCLE AMERICA	\$9,617.07
XCEL	\$46,310.44
XEROX FINANCIAL SERVICES	\$1,890.84



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - MODIFICATION

Licensee Organization: Keystone Food & Beverage Co.
Establishment Name (DBA): Ski Tip Ranch
Physical Address: 0764 Montezuma Road Keystone, CO 80435
Mailing Address: P.O. Box 38 K79 Keystone, CO 80435
Licensee Name/Representative/Agent: Jody Churich
Date of Application: March 1, 2020
Type of License: Hotel & Restaurant
Type of Modification Sought: Manager Registration
Current Registered Manager: Christopher Rudolf
New Registered Manager: Nicole Krier

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

See attached letter, no concerns.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

BOCC INFORMATION:

LOCAL LICENSING AUTHORITY:

Summit County Board of Commissioners

MEETING AGENDA DATE:

Tuesday, April 28, 2020

Permit Application and Report of Changes

Current License Number 05132210015
All Answers Must Be Printed in Black Ink or Typewritten
Local License Fee \$ 75.00

1. Applicant is a <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company		Present License Number 05132210015
2. Name of Licensee Keystone Food & Beverage Co.	3. Trade Name Ski Tip Lodge	
4. Location Address 0764 Montezuma Rd.		
City Keystone	County Summit	ZIP 80435

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
<ul style="list-style-type: none"> • License Account No. _____ <input checked="" type="checkbox"/> Manager's Registration (Hotel & Restr.) \$75.00 <input type="checkbox"/> Manager's Registration (Tavern) \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE 	<ul style="list-style-type: none"> <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00 <input type="checkbox"/> Change Location Permit (ea) 150.00 <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____ <input type="checkbox"/> Tavern Conversion No Fee
Section B – Duplicate License	
<ul style="list-style-type: none"> • Liquor License No. _____ <input type="checkbox"/> Duplicate License \$50.00 	

Do Not Write in This Space – For Department of Revenue Use Only

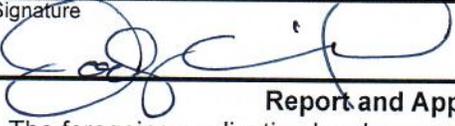
Date License Issued	License Account Number	Period

<small>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</small>	TOTAL AMOUNT DUE	\$ 75.00 .00
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Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name <u>Christopher Rudolf</u> New manager's name <u>Nicole Krier</u></p> <p>(b) Date of Employment <u>11/29/2019</u> Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises or Related Facility	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____ _____</p> <p>(b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
Tavern Conversion	<p>10. Tavern Conversion</p> <p><i>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.)</i> Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p>

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 VP & GM Keystone Resort	Date 01/03/2020
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Report and Approval of LOCAL Licensing Authority (CITY / 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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **Therefore, This Application is Approved.**

Local Licensing Authority (City or County)	Date filed with Local Authority
--	---------------------------------

Signature	Title	Date
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Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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OFFICE OF THE SUMMIT COUNTY SHERIFF

SHERIFF

Jaime FitzSimons

UNDERSHERIFF

Joel Cochran

DIVISION COMMANDERS

Commander Peter Haynes – Operations
Commander David Bertling – Detentions
Director Lesley Hall- Animal Control & Shelter

ADMINISTRATION

Cristina Cevallos
Teri Furl
Erin Opsahl

CIVIL

RECORDS

Mary White
Cassie Klausner
Carol Rafferty

PATROL SUPERVISORS

Lieutenant Tom Whelan
Sr. Sgt. Dave Martinez
Sgt. Mark Gafari
Sgt. Jake Straw

JAIL SUPERVISORS

Lieutenant Cynthia Gilbert
Lieutenant Sylvia Simms
Sr. Sgt. Ron Hochmuth
Sgt. John Velasquez
Sgt. Dustin Roth
Sgt. Robin Kintz

INVESTIGATIONS

Sgt. Robert Pearce

SPECIAL OPERATIONS

Sgt. Mark Watson

ANIMAL CONTROL and SHELTER

Meg Leroux
Jesslyn Swirka

*“Professionally
Serving Our
Community Since
1861”*

DATE: January 16, 2020
TO: Office of the Clerk & Recorder
RE: Establishment Application for Liquor License

The Summit County Sheriff’s Office has completed a background check on:

Applicant: Keystone Food & Beverage Co.

DBA: Ski Tip Ranch

Registered Manager Applicant: Nicole [REDACTED] Krier [REDACTED]

License Type: Hotel & Restaurant

0764 Montezuma Road

Keystone, CO 80435

We have no record of negative information on the above establishment.

The Summit County Sheriff’s Office recommendation is:

 X No reason found to disapprove this establishment at this time.

 Disapproval

 Area of Concern

Cassie Klausner

Cassie Klausner
Records Clerk

Joel Cochran

Joel Cochran
UnderSheriff

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

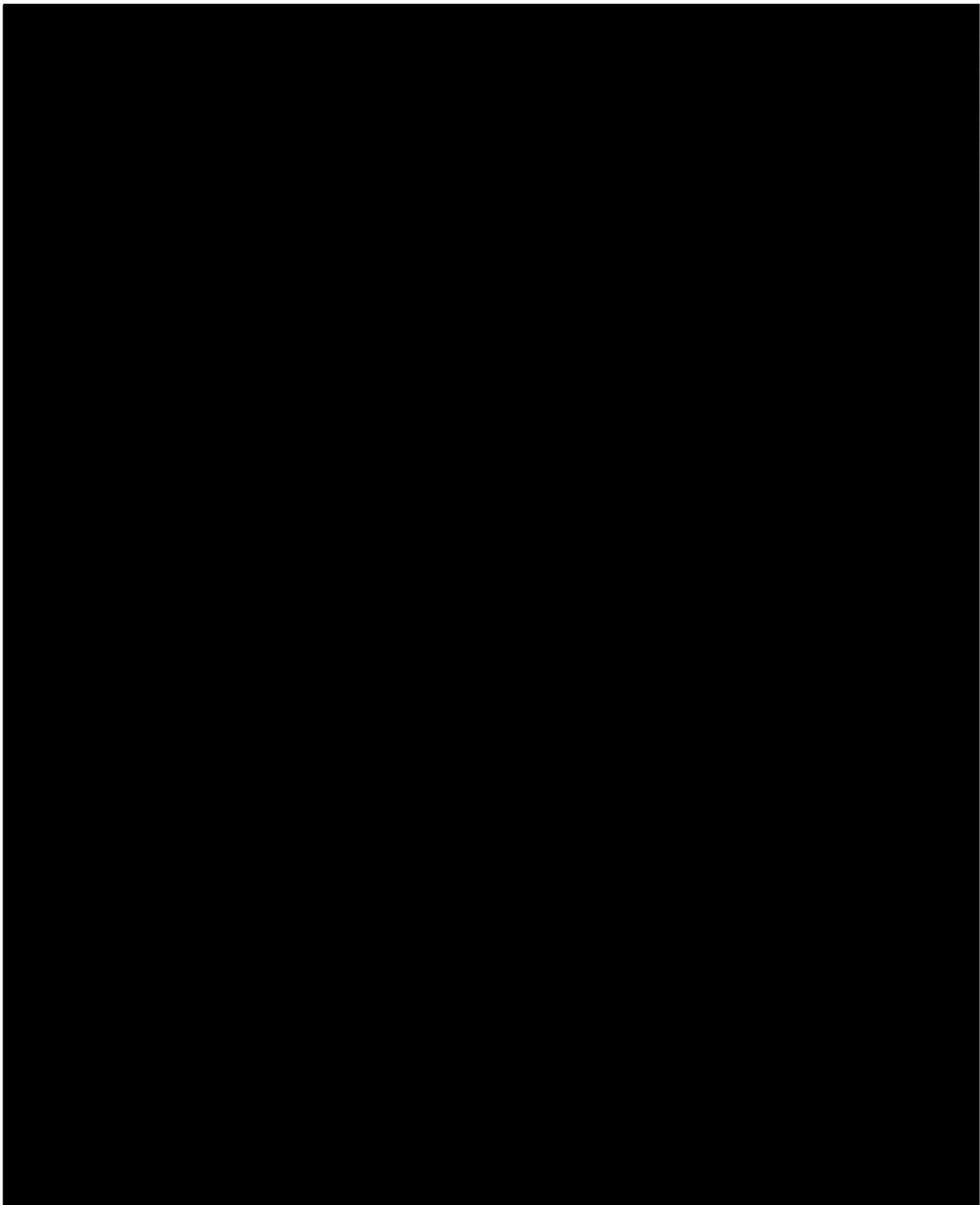
Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business

SKI TIP

2. Your Full Name (last, first, middle)

KRICK DUYER



Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature Nicole L Krier	Title General Manager	Date 12/15/19
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Biometric Identification and Records Unit
690 Kipling Street, Suite 4000
Lakewood, CO 80215

DATE 02/14/2020

SUMMIT COUNTY CLERK & RECORDER
208 E LINCOLN AVE PO BOX 1538
BRECKENRIDGE, CO 80424

RE: KRIER, NICOLE LYN
[REDACTED]

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
John Camper, Director
Colorado Bureau of Investigation



CIVIL APPLICANT RESPONSE



COCBI0000 COLORADO B OF I
DENVER CO 2020/02/14
A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2020/02/14 FEDERAL BUREAU OF INVESTIGATION

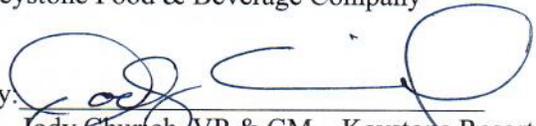
COCBI0000
CO BUREAU OF INVEST
COLORADO CRIME INFO CTR
STE 3000
690 KIPLING ST
DENVER, CO 80215-8001

**AFFIDAVIT OF DUTIES, LIMITATIONS AND COMPENSATION
OF REGISTERED MANAGER**

1. I, Jody Church am VP & GM - Keystone Resort of Keystone Food & Beverage Company, a Colorado corporation.
2. I do hereby state that Nicole Krier is the General Manager for the Ski Tip Lodge an establishment which operates under a Hotel and Restaurant Liquor License held by Keystone Food & Beverage Company.
3. As Manager, she is responsible for the proper operation of such establishment, which duties include but are not limited to overseeing:

Compliance with applicable laws, rules and regulations, including Colorado liquor laws; hiring and terminating personnel, including food and beverage staff; conducting personnel training, including training of food and beverage staff; controlling inventory, including food and beverage inventory; receiving revenues, including food and beverage revenues; and maintaining effective service levels.
4. As Manager, she is limited in his ability to bind the corporation to certain legal obligations.
5. As Manager, her compensation package includes a base salary in the amount of \$ [REDACTED] per year.

Keystone Food & Beverage Company

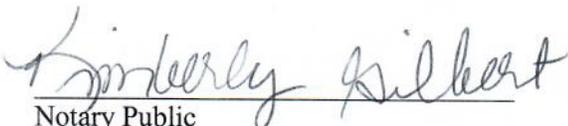
By: 
Jody Church, VP & GM – Keystone Resort

State of Colorado)
) ss
County of Summit)

Subscribed and sworn to before me this 3 day of January, 2020, by Jody Church, as VP & GM Keystone Resort of Keystone Food & Beverage Company

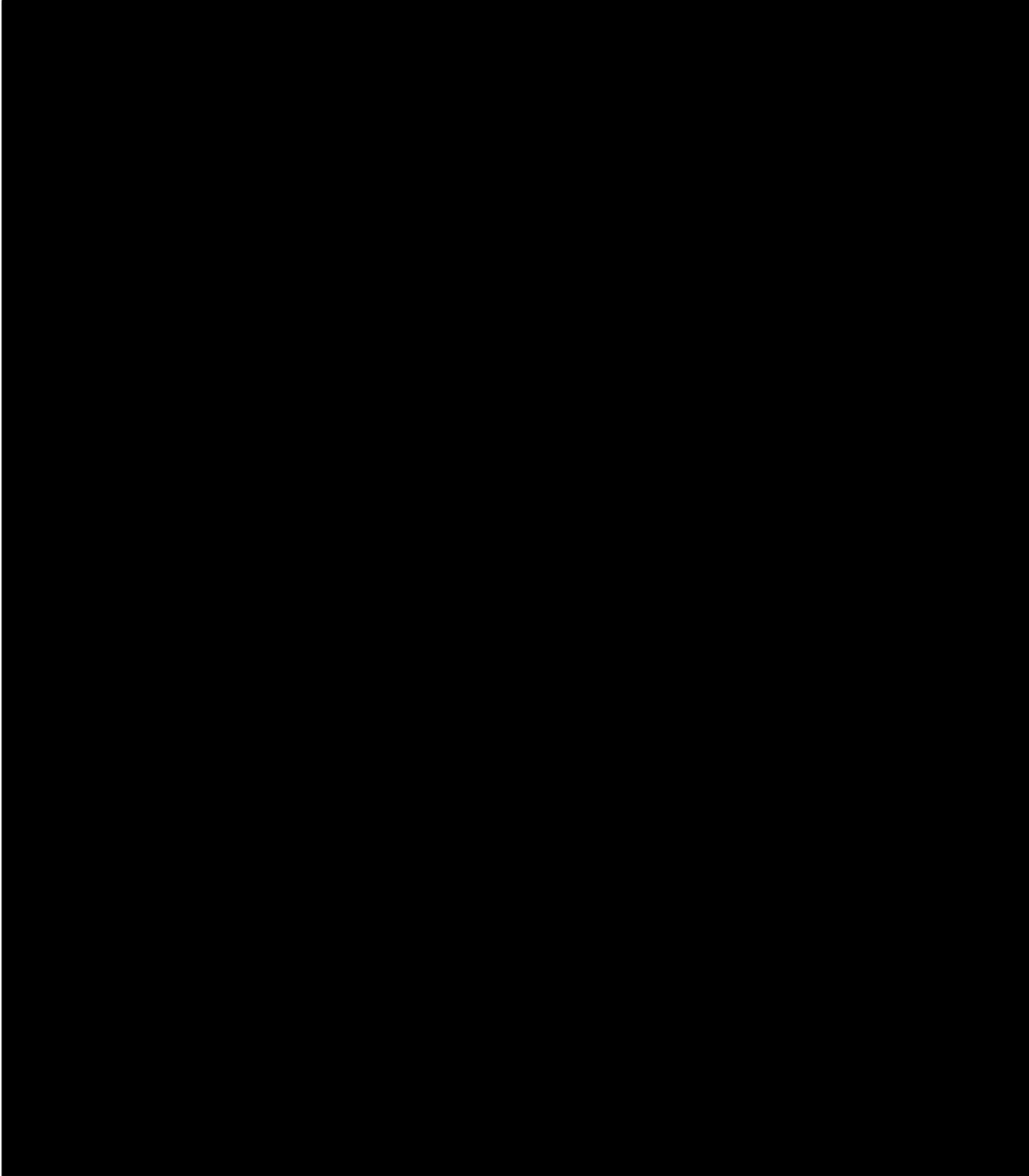
My commission expires:

KIMBERLY GILBERT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194021477
MY COMMISSION EXPIRES JUN 10, 2023


Notary Public

MANAGER REGISTRATION INFORMATION

Name	Nyala Krier
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AFFIDAVIT REGARDING SOURCE OF FUNDS

I, Nicole Krier, HEREBY CERTIFY THAT I HAVE INVESTED [REDACTED] IN THE BUSINESS OF Keystone Food & Beverage Company dba Hyatt Place Keystone SOURCE OF MY INVESTMENT IS FROM [REDACTED]

(Attach a copy of any notes, loans, bank statements or personal documents to document and verify the above information.)

Signature: [Handwritten Signature]
Date: 12/15/19

State of Colorado)
County of Summit)

Subscribed and sworn to before me this 20th day of December, 2019.

My commission expires: 6/10/23

[Handwritten Signature: Kimberly Gilbert]
Notary Public

KIMBERLY GILBERT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194021477
MY COMMISSION EXPIRES JUN 10, 2023



Kathleen Neel, Clerk & Recorder
LIQUOR LICENSING

208 East Lincoln Ave. | PO Box 1538
Breckenridge, CO 80424

AUTHORIZATION TO RELEASE INFORMATION

As an applicant for a Liquor License in Summit County, Colorado, I am required to furnish information regarding my background and general character. In this regard, I hereby authorize the Summit County Colorado Board of County Commissioners or their representatives to make appropriate inquiries of the Summit County Sheriff's Office, pursuant to C.R.S. 12-47-137(2)(a) regarding my "good moral character" and specifically, my criminal justice history (if any) in their records. I also authorize the Sheriff's Office to release to the County representative any and all information that they may have concerning me, including information of a confidential or privileged nature, in connection with my liquor license application. I hereby release Summit County, its officers and employees from any liability or damage which may result from obtaining and/or furnishing this information in connection with my liquor license application. I declare, under penalty of perjury in the second degree, that the attached Liquor License application and all attachments are true, correct, and complete to the best of my knowledge.



Applicant Signature

Nicole Kier

Applicant Printed Name

12/15/19

Date



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - RENEWAL

Licensee Organization: Snowbridge Liquors LLC
Establishment Name (DBA): Snowbridge Square Liquors
Physical Address: 760 Copper Road #C107A Copper Mountain, CO 80443
Mailing Address: P.O. Box 796 Frisco, CO 80443
Licensee Name/Representative/Agent: Patrick Tekampe
Date of Application: March 24, 2020
Type of License: Liquor Store

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

See attached letter, no concerns.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

BOCC INFORMATION:

LOCAL LICENSING AUTHORITY:

Summit County Board of Commissioners

MEETING AGENDA DATE:

Tuesday, April 28, 2020

Submit to Local Licensing Authority

**SNOWBRIDGE SQUARE LIQUORS
PO BOX 796
Frisco CO 80443**

Fees Due	
Renewal Fee	312.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

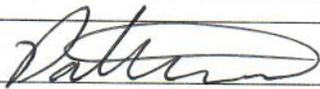
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name SNOWBRIDGE LIQUORS LLC		Doing Business As Name (DBA) SNOWBRIDGE SQUARE LIQUORS		
Liquor License # 42-57641-0000	License Type Liquor Store (county)	Sales Tax License # 42576410000	Expiration Date 06/01/2020	Due Date 04/17/2020
Business Address 760 COPPER RD C-107A Frisco CO 80443				Phone Number 9709682623
Mailing Address PO BOX 796 Frisco CO 80443		Email PteKampe@hotmail.com		
Operating Manager Patrick Tekampe		Phone Number [REDACTED]		
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 6/2021</p>				
<p>2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Patrick Tekampe	Title	Owner
Signature		Date	3/24/20

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For	Date	
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Patrick Tekampe am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Snowbridge Liquors (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)		<u>Snowbridge Liquors LLC</u>	
Address			
<u>760 Copper Rd. C107A</u>			
City		State	Zip
<u>Copper Mountain</u>		<u>CO</u>	<u>80443</u>
Home Phone Number		Business/Work Phone Number	
[REDACTED]		<u>970-968-2623</u>	
Printed name of person signing on behalf of the Applicant/Licensee			
<u>Patrick Tekampe</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)			Date signed
<u>Patrick Tekampe</u>			<u>3/24/20</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



OFFICE OF THE SUMMIT COUNTY SHERIFF

SHERIFF
Jaime FitzSimons

UNDERSHERIFF
Joel Cochran

DIVISION COMMANDERS
Commander Peter Haynes – Operations
Commander David Bertling – Detentions
Director Lesley Hall- Animal Control & Shelter

ADMINISTRATION
Cristina Cevallos
Teri Furl
Erin Opsahl

CIVIL

RECORDS
Mary White
Cassie Klausner
Carol Rafferty

PATROL SUPERVISORS
Lieutenant Tom Whelan
Sr. Sgt. Dave Martinez
Sgt. Mark Gafari
Sgt. Jake Straw

JAIL SUPERVISORS
Lieutenant Cynthia Gilbert
Lieutenant Sylvia Simms
Sr. Sgt. Ron Hochmuth
Sgt. John Velasquez
Sgt. Dustin Roth
Sgt. Robin Kintz

INVESTIGATIONS
Sgt. Robert Pearce

SPECIAL OPERATIONS
Sgt. Mark Watson

ANIMAL CONTROL and SHELTER
Meg Leroux
Jesslyn Swirka

*‘Professionally
Serving Our
Community Since
1861’*

DATE: April 7, 2020
TO: Office of the Clerk & Recorder
RE: Establishment Application for Liquor License

The Summit County Sheriff’s Office has completed a background check on:

Applicant: Snowbridge Liquors LLC
DBA: Snowbridge Square Liquors
License Type: Liquor Store
760 Copper Road #C-107A
Copper Mountain, CO 80443

We have no record of negative information on the above establishment.

The Summit County Sheriff’s Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern

Cassie Klausner
Records Clerk

Joel Cochran
Undersheriff



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - RENEWAL

Licensee Organization: Keystone Food & Beverage Co.
Establishment Name (DBA): Hyatt Place Keystone
Physical Address: 23044 U.S. Highway 6 Keystone, CO 80435
Mailing Address: P.O. Box 38 K79 Keystone, CO 80435
Licensee Name/Representative/Agent: Jody Churich
Date of Application: March 24, 2020
Type of License: Hotel & Restaurant

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

See attached letter, no concerns.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

BOCC INFORMATION:

LOCAL LICENSING AUTHORITY:

Summit County Board of Commissioners

MEETING AGENDA DATE:

Tuesday, April 28, 2002

DR 8400 (07/24/19)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

Submit to Local Licensing Authority

Fees Due	
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 500.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name Keystone Food & Beverage Company		Doing Business As Name (DBA) Hyatt Place Keystone		
Liquor License # 05132210023	License Type Hotel & Restaurant	Sales Tax License # 05132210023	Expiration Date 05/18/2020	Due Date 03/20/2020
Business Address 23044 Hwy 6, Keystone, CO 804356				Phone Number (970) 455-8631
Mailing Address Attn: Kim Gilbert PO Box 38, K79, Keystone, CO 80435			Email kgilbert@vailresorts.com	
Operating Manager Paige Sims				
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>auto-renewal</u>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

DR 8400 (07/24/19)

COLORADO DEPARTMENT OF REVENUE

Liquor Enforcement Division

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Jody Church

Title

VP/GM Keystone Resor

Signature

DocuSigned by:

Jody Church

Date

3/18/2020

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Date

Signature

Title

Attest

ATTACHMENT TO DR 8400 RENEWAL APPLICATION

Keystone Food & Beverage Company appointed a new corporate officer and director, effective November 1, 2019 and filed a Report of Changes accordingly. The officers and directors of the applicant, none of which are materially interested in this or any other license held by the applicant, are:

John Buhler – VP & COO – Breckenridge Resort
 Jody Churich – VP & GM – Keystone Resort
 James O'Donnell – EVP – COO - Hospitality
 Ryan Siurek – VP, Controller & CAO, Director
 Julie DeCecco – VP, Assistant General Counsel

**LIQUOR LICENSED PREMISES AND PHYSICAL ADDRESSES HELD BY
 KEYSTONE FOOD & BEVERAGE COMPANY**

(The Vail Corporation, a Colorado corporation d/b/a Vail Associates, Inc.
 is the 100% shareholder of Vail Summit Resorts, Inc., a Colorado corporation, which is the 100%
 shareholder of Keystone Food & Beverage Company)

LICENSED PREMISES	PHYSICAL ADDRESS/ LEGAL DESCRIPTION
9280' (f/k/a - Parrot Eyes)	140 Ida Belle Drive, Ste F-11 River Run Village, Keystone, Summit County CO
Dercum Square Ice Rink	120 River Run Road, Keystone, Summit County, Colorado
Keystone Conference Center	0633 Tennis Club Road Dillon, Summit County, Colorado
Double Tree at Breckenridge (f/k/a - Great Divide Lodge)	550 Village Road Breckenridge, Summit County Colorado 80424
Hyatt Place Keystone (f/k/a - Inn at Keystone, The)	23044 Highway 6 Keystone, Summit County, Colorado
Keystone Lodge, The	22010 Highway 6 Keystone, Summit County, Colorado
Mountain House	Section 24, Township 55, Range 77, Keystone, Summit County, Colorado
Mountain Thunder Lodge	50 Mountain Thunder Drive Breckenridge, Summit County CO 80424
One Ski Hill Place	1521 Ski Hill Road, Breckenridge, Summit County, Colorado
Ranch, The	1239 Keystone Ranch Road Keystone, Summit County, Colorado
River Course Grill	155 River Course Drive Keystone, Summit County, Colorado
Sevens Restaurant	1979 Ski Hill Road Breckenridge, Summit County CO 80424
Ski Tip Ranch	0764 Montezuma Road Keystone, Summit County, Colorado
Vista Haus	Peak 8 Ski Area Breckenridge, Summit County, Colorado

DR 8495 (07/23/19)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

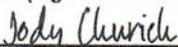
Tax Check Authorization, Waiver, and Request to Release Information

I, Jody Church am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Keystone Food & Beverage/Hyatt Place Key (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) Keystone Food & Beverage Co DBA Hyatt Place Keystone		Social Security Number/Tax Identification Number 05132210023	
Address 23044 US Hwy 6			
City Keystone		State CO	Zip 80435
Home Phone Number		Business/Work Phone Number (970)455-8631	
Printed name of person signing on behalf of the Applicant/Licensee Jody Church			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 3/18/2020

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



OFFICE OF THE SUMMIT COUNTY SHERIFF

SHERIFF
Jaime FitzSimons

UNDERSHERIFF
Joel Cochran

DIVISION COMMANDERS
Commander Peter Haynes –
Operations
Commander David Bertling –
Detentions
Director Lesley Hall-
Animal Control & Shelter

ADMINISTRATION
Cristina Cevallos
Teri Furl
Erin Opsahl

CIVIL

RECORDS
Mary White
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Sgt. Robin Kintz

INVESTIGATIONS
Sgt. Robert Pearce

SPECIAL OPERATIONS
Sgt. Mark Watson

**ANIMAL CONTROL and
SHELTER**
Meg Leroux
Jesslyn Swirka

*‘Professionally
Serving Our
Community Since
1861’*

DATE: April 7, 2020
TO: Office of the Clerk & Recorder
RE: Establishment Application for Liquor License

The Summit County Sheriff’s Office has completed a background check on:

Applicant: Keystone Food & Beverage Co.
DBA: Hyatt Place Keystone
License Type: Hotel & Restaurant
23044 U.S. Highway 6
Keystone, CO 80435

We have no record of negative information on the above establishment.

The Summit County Sheriff’s Office recommendation is:

- No reason found to disapprove this establishment at this time.
- Disapproval
- Area of Concern


Cassie Klausner
Records Clerk


Joel Cochran
Undersheriff



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - RENEWAL

Licensee Organization: Keystone Food & Beverage Co.
Establishment Name (DBA): Keystone Conference Center
Physical Address: 0633 Tennis Club Road Keystone, CO 80435
Mailing Address: P.O. Box 38 K79 Keystone, CO 80435
Licensee Name/Representative/Agent: Jody Churich
Date of Application: March 24, 2020
Type of License: Hotel & Restaurant

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

See attached letter, no concerns.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

BOCC INFORMATION:

LOCAL LICENSING AUTHORITY:

Summit County Board of Commissioners

MEETING AGENDA DATE:

Tuesday, April 28, 2002

DR 8400 (07/24/19)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

Submit to Local Licensing Authority

Fees Due		
Renewal Fee		500.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X <u>2</u>	\$ 200.00
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$ 700.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name Keystone Food & Beverage Company		Doing Business As Name (DBA) Keystone Conference Center		
Liquor License # 05132210019	License Type Hotel/Restaurant/Op	Sales Tax License # 05132210019	Expiration Date 06/21/2020	Due Date 03/20/2020
Business Address 0633 Tennis Club Rd., Keystone, CO 804356				Phone Number (970) 496-4303
Mailing Address Attn: Kim Gilbert PO Box 38, K79, Keystone, CO 80435		Email kgilbert@vailresorts.com		
Operating Manager James Lyons				
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>auto-renewal</u>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

DR 8400 (07/24/19)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business Jody Church		Title VP/GM Keystone Resor
Signature <i>Jody Church</i>	DocuSigned by: Jody Church	Date 3/18/2020
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For		Date
Signature	Title	Attest

ATTACHMENT TO DR 8400 RENEWAL APPLICATION

Keystone Food & Beverage Company appointed a new corporate officer and director, effective November 1, 2019 and filed a Report of Changes accordingly. The officers and directors of the applicant, none of which are materially interested in this or any other license held by the applicant, are:

- John Buhler – VP & COO – Breckenridge Resort
- Jody Churich – VP & GM – Keystone Resort
- James O'Donnell – EVP – COO - Hospitality
- Ryan Siurek – VP, Controller & CAO, Director
- Julie DeCecco – VP, Assistant General Counsel

**LIQUOR LICENSED PREMISES AND PHYSICAL ADDRESSES HELD BY
KEYSTONE FOOD & BEVERAGE COMPANY**

(The Vail Corporation, a Colorado corporation d/b/a Vail Associates, Inc.
is the 100% shareholder of Vail Summit Resorts, Inc., a Colorado corporation, which is the 100%
shareholder of Keystone Food & Beverage Company)

LICENSED PREMISES	PHYSICAL ADDRESS/ LEGAL DESCRIPTION
9280' (f/k/a - Parrot Eyes)	140 Ida Belle Drive, Ste F-11 River Run Village, Keystone, Summit County CO
Dercum Square Ice Rink	120 River Run Road, Keystone, Summit County, Colorado
Keystone Conference Center	0633 Tennis Club Road Dillon, Summit County, Colorado
Double Tree at Breckenridge (f/k/a - Great Divide Lodge)	550 Village Road Breckenridge, Summit County Colorado 80424
Hyatt Place Keystone (f/k/a - Inn at Keystone, The)	23044 Highway 6 Keystone, Summit County, Colorado
Keystone Lodge, The	22010 Highway 6 Keystone, Summit County, Colorado
Mountain House	Section 24, Township 55, Range 77, Keystone, Summit County, Colorado
Mountain Thunder Lodge	50 Mountain Thunder Drive Breckenridge, Summit County CO 80424
One Ski Hill Place	1521 Ski Hill Road, Breckenridge, Summit County, Colorado
Ranch, The	1239 Keystone Ranch Road Keystone, Summit County, Colorado
River Course Grill	155 River Course Drive Keystone, Summit County, Colorado
Sevens Restaurant	1979 Ski Hill Road Breckenridge, Summit County CO 80424
Ski Tip Ranch	0764 Montezuma Road Keystone, Summit County, Colorado
Vista Haus	Peak 8 Ski Area Breckenridge, Summit County, Colorado

DR 8495 (07/23/19)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

I, Jody Church am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Keystone Food & Beverage/Keystone CC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) Keystone Food & Beverage Co DBA Keystone Conference Center		Social Security Number/Tax Identification Number 05132210019	
Address 0633 Tennis Club Rd.			
City Keystone		State CO	Zip 80435
Home Phone Number		Business/Work Phone Number (970)496-4303	
Printed name of person signing on behalf of the Applicant/Licensee Jody Church			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 3/18/2020

A363B45B4B4C4EE...

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Sgt. John Velasquez

Sgt. Dustin Roth

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INVESTIGATIONS

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SPECIAL OPERATIONS

Sgt. Mark Watson

**ANIMAL CONTROL and
SHELTER**

Meg Leroux

Jesslyn Swirka

*'Professionally
Serving Our
Community Since
1861''*

DATE: April 7, 2020

TO: Office of the Clerk & Recorder

RE: Establishment Application for Liquor License

The Summit County Sheriff's Office has completed a background check on:

Applicant: Keystone Food & Beverage Co.

DBA: Keystone Conference Center Corp.

License Type: Hotel & Restaurant w/ Optional Corp.

0633 Tennis Club Road

Keystone, CO 80435

We have no record of negative information on the above establishment.

The Summit County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern

Cassie Klausner

Records Clerk

Joel Cochran

Undersheriff



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

www.summitcountyco.gov

LIQUOR LICENSE REVIEW

APPLICANT INFORMATION:

Licensee Organization: Keystone Coffee Company LLC
Establishment Name (DBA): Steep
Physical Address: 23110 U.S. Highway 6 Units #13-15 Keystone, CO 80435
Mailing Address: P.O. Box 851 Dillon, CO 80435

Applicant Individual Names: Elissa Slezak
Justin Slezak

Registered Manager Applicant: Justin Slezak

Date of Application: February 27, 2020
Type of License Applied For: Brewpub
Type of Application: New w/ Concurrent State Level Review

STAFF COMMENTS:

Sheriff's Office Comments: See enclosed letter without concerns.
Clerk & Recorder Comments: Complete application and proper fees submitted. First Liquor License of its kind in Unincorporated Summit County (Brewpub).

BOCC INFORMATION:

Local Licensing Authority: Summit County Board of Commissioners
Meeting Agenda Date: Tuesday, April 28, 2020

CONTENTS OF MATERIALS PACKET:

- I. STAFF REPORT
- II. DR8404 COLORADO LIQUOR LICENSE APPLICATION
- III. PREMISE DIAGRAM
- IV. PROOF OF LEGAL POSSESSION OF PREMISE
- V. DR8404-I INDIVIDUAL HISTORY REPORTS
- VI. SUPPLEMENTAL INDIVIDUAL CRIMINAL HISTORY RESULTS & FINANCIAL DETAILS
- VII. LLC ORGANIZATIONAL INFORMATION
- VIII. NEIGHBORHOOD NEEDS & DESIRES – REMONSTRANCES OF SUPPORT



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3472

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

STAFF REPORT

TO: Board of County Commissioners
FROM: Stacey Campbell, Chief Deputy Clerk
SUBJECT: Public Hearing, New Liquor License Application
DATE: April 28, 2020
APPLICANTS: Elissa Slezak & Justin Slezak
Keystone Coffee Company LLC (dba Steep)
REQUEST: Approval of Application for Brewpub Liquor License for
Steep at 23110 U.S. Highway 6 Units #13-15, Keystone, CO 80424

BACKGROUND:

On May 2, 2019 Keystone Coffee Company LLC dba Steep (“Applicant”) submitted an application for a Brewpub Liquor License at 23110 U.S. Highway 6 Units #13-15 in Keystone, CO (“Premises Location”) to the Office of the Summit County Clerk & Recorder. Notice of a public hearing on the application was properly posted at the premises and published in the Summit County Journal on April 17, 2020. The information provided by Applicant in the subject liquor license application is complete and has been investigated by the Clerk & Recorder. The Clerk & Recorder’s findings were provided to the Applicant and all other interested parties in writing on April 22, 2020 and are attached to this staff report.

STAFF REPORT:

Pursuant to C.R.S. 44-3-901(g) it is unlawful for any person to sell, or possess for sale, any alcoholic beverage unless licensed to do so and unless all licenses required are in full force and effect. Pursuant to C.R.S. 44-3-103(27) the Board of County Commissioners of Summit County, Colorado (“BOCC”) is the Local Licensing Authority for the sale and service of alcoholic beverages in unincorporated Summit County, Colorado. For purposes of approving an application for a Brewpub Liquor License in accordance with the Colorado Liquor Code, 44-3-312, the BOCC must make the following findings:

1. The Applicant is entitled to legal possession of the Premises Location and the Premises.

The Applicant has provided the Clerk & Recorder with evidence of lawful Possession of the Premises Location in the form of a lease executed by Lessor and Lessee.

2. Location may be licensed for the sale of alcoholic beverages pursuant to a Brewpub License.

The Clerk & Recorder has found no reason why the Premises Location may not be licensed for the sale of alcoholic beverages pursuant to a Brewpub License. As evidenced in today’s materials, Applicant has been in touch with Summit County Government’s Planning, Building Inspection and Public Health Departments to show active participation with those departments’ requirements.

3. The Premises Location is not within 500 feet from any public or parochial school or the principal campus of any college, university or seminary.

The Clerk & Recorder has determined that the Premises Location is not within 500 feet from any public or parochial school or principal campus of any college, university or seminary.

4. The Applicants have been background checked through the Colorado Bureau of Investigation (CBI) and the Federal Bureau of Investigation (FBI).

The Clerk & Recorder has conducted a background investigation of the Applicants through fingerprint-based background checks, per protocol. Documentation of clear criminal history records for both applicants were returned via the secure portal directly to the Clerk & Recorder. Results were obtained for Justin Wade Slezak, no results populated for Elissa Brina Slezak (Knox). Documentation enclosed in BOCC's material packet for the April 28 Regular Meeting.

5. The reasonable requirements of the designated neighborhood establish support for the issuance of a Brewpub Liquor License at the Premises Location.

The Clerk & Recorder in conjunction with the Summit County Planning Department, has determined that the designated neighborhood for the proposed Premises Location of the establishment, is as drawn on the premise diagram map submitted by the applicant in the enclosed materials.

6. The submitted petition displays support from the inhabitants of the designated neighborhood for issuance of a Brewpub Liquor License at the Premises Location.

Applicants have provided multiple forms of written support from residents and managers of the designated neighborhood establishing the desires of the inhabitants of the designated neighborhood supporting the issuance of a Brewpub Liquor License at the Premises Location.

7. The number, type and availability of liquor outlets in the designated neighborhood does not result in an undue concentration of liquor outlets.

The Clerk & Recorder does not believe that approval of the subject license would result in an undue concentration of liquor outlets in the designated neighborhood.

8. No other reasonable restrictions, including zoning codes that have been placed on the Designated Neighborhood by the BOCC preclude issuance of a Brewpub Liquor License for the Premises Location.

The Clerk & Recorder has determined that no other reasonable restrictions, including zoning codes that have been placed on the designated neighborhood preclude issuance of a Brewpub Liquor License for the Premises Location.

STAFF RECOMMENDATION:

Based on the above statutory considerations, Staff cannot find a reason to disapprove that the Board of County Commissioners approve Keystone Coffee Company LLC's application for a Brewpub Liquor License for sale of alcoholic beverages at 23110 U.S. Highway 6 Units #13-15 in Unincorporated Keystone.

RE: Zoning Check for a Brewpub in Keystone - Message (HTML)

File Message Tell me what you want to do...

Ignore Delete Reply Reply All Forward More - Meeting Motor Vehicle E... To Manager Done Create New Team Email Reply & Delete Quick Steps Move Actions - Mark Unread Categorize Follow Up - Translate Find Related - Select - Zoom

Thu 4/23/2020 8:56 AM

 **Dylan Graves**
RE: Zoning Check for a Brewpub in Keystone

To Stacey Nell; April Kroner
Cc Sid Rivers
You replied to this message on 4/23/2020 9:10 AM.

Hi Stacey,

We've looked into this a bit and it seems like the zoning is ok and the use would be permitted where they have it proposed. But like you mentioned in your last email, there are still a few things we need to look into and potentially address from a planning standpoint. Nevertheless, I wanted to send you a response to say that it appears that you can move forward with it and we can continue digging into it to make sure everything is squared away.

Hope that helps!

Dylan

--

Dylan Graves
Planning Technician, Summit County Planning Department
Dylan_graves@summitcountyco.gov
(970) 668-4209

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Keystone Coffee Company / ~~JB Properties~~ LLC

FEIN Number
84-3496473

2a. Trade Name of Establishment (DBA)

Steep

State Sales Tax Number
52914530-0000

Business Telephone
(719) 310-7103

3. Address of Premises (specify exact location of premises, include suite/unit numbers)

23110 Highway 6

City Keystone	County Summit	State CO	ZIP Code 80435
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4. Mailing Address (Number and Street) PO Box 851	City or Town Dillon	State CO	ZIP Code 80435
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5. Email Address

keystonemtncoffee@gmail.com
justin.slezak@usbank.com, ebk99@hotmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
---	------------------------------	--------------------------	-------------------------

Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
---	--

<input type="checkbox"/> Application Fee for New License\$1,550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,650.00 <input type="checkbox"/> Application Fee for Transfer\$1,550.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R\$75.00 <input type="checkbox"/> Manager Registration - Tavern\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00
--	--

Section B Liquor License Fees <input type="checkbox"/> Add Optional Premises to H & R\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area\$75.00 <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City)\$351.25 <input type="checkbox"/> Beer and Wine License (County)\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input checked="" type="checkbox"/> Brew Pub License (County)\$750.00 <input type="checkbox"/> Campus Liquor Complex (City)\$500.00 <input type="checkbox"/> Campus Liquor Complex (County)\$500.00 <input type="checkbox"/> Campus Liquor Complex (State)\$500.00 <input type="checkbox"/> Club License (City)\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City)\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00	<input type="checkbox"/> Master File Location Fee\$25.00 X _____ Total _____ <input type="checkbox"/> Master File Background\$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City)\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City)\$500.00 <input type="checkbox"/> Racetrack License (County)\$500.00 <input type="checkbox"/> Resort Complex License (City)\$500.00 <input type="checkbox"/> Resort Complex License (County)\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State)\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City)\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50 <input type="checkbox"/> Retail Liquor Store (City)\$227.50 <input type="checkbox"/> Retail Liquor Store (County)\$312.50 <input type="checkbox"/> Tavern License (City)\$500.00 <input checked="" type="checkbox"/> Tavern License (County)\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County)\$750.00
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Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
------------------------	----------------	--	-------------

Name Keystone Coffee Company LLC DBA STEED		Type of License Brewpub / County		Account Number nlq-new		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):						
a. Been denied an alcohol beverage license?				<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.						
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.				<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?				<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____						
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?				<input type="checkbox"/> <input type="checkbox"/> nlq		
13 b. Are you a Colorado resident?				<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.				<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?				<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:						
Landlord JE Properties LLC		Tenant Keystone Coffee Company LLC		Expires 2/1/25		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.				<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".						
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.						
Last Name		First Name		Date of Birth	FEIN or SSN	Interest/Percentage
Last Name		First Name		Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.						
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?				<input type="checkbox"/> <input checked="" type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart)				<input type="text"/>		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.						
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.				<input type="checkbox"/> <input checked="" type="checkbox"/>		

Name Keystone Coffee Company LLC DBA Steep	Type of License Brewpub / county	Account Number n-a / new	
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation			
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/> <input checked="" type="checkbox"/>	
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/> <input checked="" type="checkbox"/>	
c. How long has the club been incorporated?		<input type="checkbox"/>	
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input checked="" type="checkbox"/>	
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:			
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/> <input checked="" type="checkbox"/>	
22. Campus Liquor Complex applicants answer the following:			
a. Is the applicant an institution of higher education?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		<input type="checkbox"/> <input checked="" type="checkbox"/>	
23. For all on-premises applicants.			
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.			
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.			
Last Name of Manager Slezak		First Name of Manager Justin	
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		<input type="checkbox"/> <input checked="" type="checkbox"/>	
25. Related Facility - Campus Liquor Complex applicants answer the following:			
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
b. Designated Manager for Related Facility- Campus Liquor Complex			
Last Name of Manager		First Name of Manager	
26. Tax Information.			
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		<input type="checkbox"/> <input checked="" type="checkbox"/>	
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.			
Name Justin Slezak		Position Owner	%Owned 50
Name Elissa Slezak		Position Owner	%Owned 50
Name	Home Address, City & State	DOB	Position %Owned
Name	Home Address, City & State	DOB	Position %Owned
Name	Home Address, City & State	DOB	Position %Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.			

Name Keystone Coffee Company LLC DBA Steep	Type of License Brewpub	Account Number new / NA
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Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>Justin W. Slezak</i>	Printed Name and Title Justin Slezak	Date 12-23-19
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 2/28/2020	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) 4/28/2020
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

- | | | |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? | Yes | No |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? | Yes | No |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. | | |
| <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? | Yes | No |
| | <input type="checkbox"/> | <input type="checkbox"/> |



Kathleen Neel, Clerk & Recorder

LIQUOR LICENSING
Summit County Government
208 East Lincoln Ave. | P.O. Box 1538
Breckenridge, CO 80424
970.453.3472
liquorlicensing@summitcountyco.gov

LIQUOR LICENSING AUTHORITY FINDINGS REPORT

Applicants: Elissa Slezak & Justin Slezak (Owners/Operators), Keystone Coffee Company LLC dba STEEP
Type of License: Brewpub (County)

TO THE APPLICANT ABOVE AND OTHER INTERESTED PARTIES:

Pursuant to C.R.S. 44-3-312(1), the applicant is hereby advised that with regard to the application for a Brewpub Liquor License, an investigation had been made, and based on the results thereof, the following has been determined:

1. The application was filed by the above listed Applicants and deemed complete on February 27, 2020 by the Summit County Clerk & Recorder. A public hearing was requested to, and granted by the BOCC for Tuesday, April 28, 2020 at 1:30pm.
2. The Notice of Public Hearing on this matter was posted on the premises by the Applicant on April 17, 2020, and that Public Notice will be published in the Summit County Journal, legal publication of record, on April 17, 2020.
3. From the evidence submitted in the form of a fully executed Lease Agreement, by Elissa & Justin Slezak (Applicants) on behalf of Keystone Coffee Company LLC (Tenant) is entitled to possession of the premises by JE Properties LLC (Landlord) beginning February 1, 2020 for 5 years.
4. Pursuant to C.R.S. 44-3-313(1)(III)(c), selling liquor in the manner currently proposed in the application is not in violation of the zoning codes. Documentation of Clerk & Recorder's communication with the Summit County Planning, Environmental Health & Building Inspection Departments will be included in Board of County Commissioner materials for the Public Hearing.
5. Pursuant to C.R.S. 44-3-313(1)(d) "Restrictions for applications for new license", the building where the applicant proposes to exercise the privilege of selling liquor does not appear to be within 500 feet from any public or parochial school or the principal campus of any college, university or seminary.
6. The public hearing on this application will be held on Tuesday, April 28, 2020 at the Summit County Old Courthouse, located at 208 East Lincoln Avenue in Breckenridge, Colorado at 1:30pm. Applicants have been encouraged by Clerk & Recorder to dial-in remotely during this COVID-19 closure time period and have been provided instructions of how to do so via email to keystonecoffeecompany@gmail.com. At said hearing, the applicant and members of the public shall have an opportunity to be heard regarding all matters related to the application, including all matters set forth herein.
7. At the public hearing, pursuant to C.R.S. 44-3-307 "Persons prohibited as licensees", the applicant has the burden of proving it is qualified to hold the license applied for and that its character, record, and reputation are satisfactory, and that neighborhood needs this license and that the residents of the neighborhood desire that this license be granted.

The applicant is advised to obtain and read a copy of the State of Colorado Liquor Codes and Regulations.

Dated this 23rd of April, 2020, on behalf of the Summit County Liquor Licensing Authority.

Stacey Nell

Chief Deputy Clerk

Office of the Clerk & Recorder | Summit County Government

LEASE AGREEMENT

1. The Parties. This Commercial Lease Agreement ("Agreement") made this February 1, 2020 by and between:

JE Properties LLC, a Colorado limited liability company ("Landlord"),

AND

Keystone Coffee Company LLC, a Colorado Limited Liability Company ("Tenant").

2. The Premises. This Agreement is between both Parties with a common address of:

of 23110 US Highway 6, Units 13, 14 & 15, Keystone, CO 80435, Hereinafter known as the "Premises."

Collectively, the Landlord and Tenant shall be referred to herein as the "Parties". The Parties agree as follows:

3. USE OF LEASED PREMISES. The Tenant is hereby agreeing to lease the Premises for use and occupation of the Premises for the use and purpose of the Tenant's business and related purposes.

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Landlord only.

4. TERM OF LEASE. The term of 5 years, commencing February 1, 2020, and terminating on February 1, 2025, or sooner as provided herein. ("Initial Term")

5. BASE RENT. The net monthly payment shall be seven thousand one hundred and seventy one dollars (\$7,171.00), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the first (1st) day of each month ("Base Rent"). Rent payment for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

6. OPTION TO RENEW: Provided that Tenant is not in default in the performance of this Lease, Tenant shall have the option to renew the Lease for one (1) additional term of five (5) years, subject to the same terms and conditions as set forth herein, except for adjustments in the Rent during the option term.

(A.) The Tenant shall give Landlord written notice of its intent to renew this Lease not less than 120 days prior to the end of the initial term or of the preceding option term. If such notice is not given as herein provided, the option to extend this lease shall terminate.

7. INSURANCE. The Tenant shall procure, pay for and maintain, comprehensive public liability insurance providing coverage from and against, any loss or damage occasioned by an accident or casualty on, about or adjacent to the Premises.

(A.) In the event the Tenant shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises

made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

8. LEASEHOLD IMPROVEMENTS. The Tenant agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises.

(A.) Nothing in the Lease shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the rents of the Premises or the interest of the Tenant in the Premises or any person under and through whom the Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Tenant be construed to be the agent, employee or representative of Landlord. In the event a lien is placed against the Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the Lien removed, the Landlord shall take steps to remove the lien and the Tenant shall pay Landlord for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

9. LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Tenant which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.

10. OBLIGATIONS OF TENANT.

(A.) The Tenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

(B.) In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then the Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

(C.) The Tenant shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant or her guests or invitees. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

(D.) The Tenant shall comply with all requirements of the law, ordinances, the Declaration, and other rules and regulations of the Gateway Condominium Association, Inc. ("Association").

11. SUBLET/ASSIGNMENT. The Tenant may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

12. DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

13. DEFAULT AND POSSESSION: In the event that the Tenant shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's personal property, equipment or fixtures left on the Premises which items may be held by the Landlord as security for the Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under the Lease. It is further agreed, that if the Tenant is in default, that the Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Landlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Tenant's, at the Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that the Landlord may sue the Tenant for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

(A.) In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

14. INDEMNIFICATION. The Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody and control of the Premises. The Tenant also hereby covenants and agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Landlord is not aware of at the signing of the lease or at any time during the lease term.

15. BANKRUPTCY - INSOLVENCY. The Tenant agrees that in the event all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Tenant shall have no further claim thereon.

16. SUBORDINATION AND ATTORNMENT. Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Landlord under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Tenant shall not be in default under the terms of this Lease. Tenant agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

(A.) Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

17. MISCELLANEOUS TERMS.

(A.) Usage by Tenant: Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

(B.) Signs: Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval of the County. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform

reasonable sign plan or policy that the Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.

(C.) Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.

(D.) Condition of Premises/Inspection by Tenant: The Tenant has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

(E.) Right of Entry: It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Landlord under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

18. ESTOPPEL CERTIFICATE. Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm or corporation specified by Landlord, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Landlord under this Lease and, if so, specifying each such default.

19. HOLDOVER. Should Tenant remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

20. WAIVER. Waiver by Landlord of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

21. GOVERNING LAW. This Lease shall be governed by the laws of the State of Colorado.

22. NOTICES. Payments and notices shall be addressed to the following:

Landlord
JE Properties LLC
PO Box 851
Dillon, CO 80435

Tenant
Keystone Coffee Company LLC
PO Box 851
Dillon, CO 80435

23. AMENDMENT. No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXVI. BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 18 day of February, 2020.

Landlord's Signature

Justin W. Slezak

Printed Name

Justin Slezak

Landlord's Signature

Elissa Slezak

Printed Name

Elissa Slezak

Tenant's Signature

Justin W. Slezak

Printed Name

Justin Slezak

Tenant's Signature

Elissa Slezak

Printed Name

Elissa Slezak

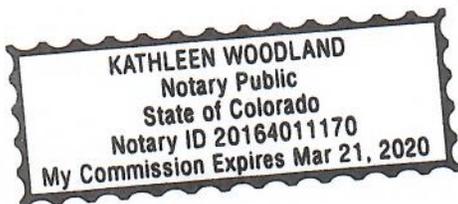
ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF COLORADO
COUNTY OF SUMMIT

On this 18 day of FEBRUARY, 2020, before me appeared JUSTIN & ELISSA SLEZAK, as LANDLORD of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Kathleen Woodland
Notary Public

My Commission Expires: 3-21-2020

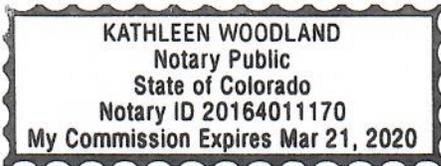


ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF COLORADO
COUNTY OF SUMMIT

On this 18 day of FEBRUARY, 2020, before me appeared JUSTIN & EUSSA SLEZAK, as **TENANT(S)** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Kathleen Woodland
Notary Public



My Commission Expires: 3-21-2020

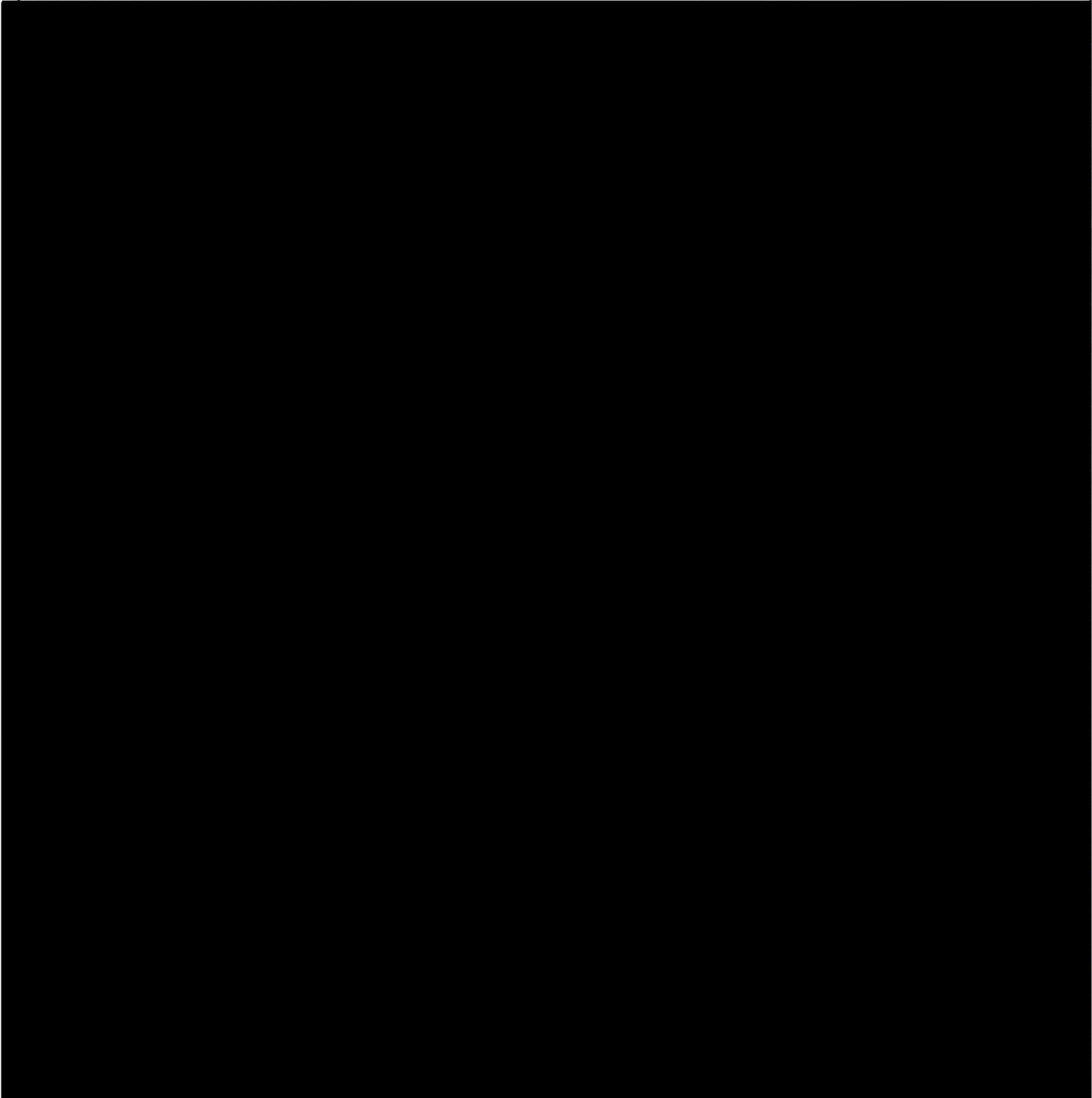
Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)		
1. Name of Business <i>Keystone Coffee Company LLC</i> 42 Properties LLC	Home Phone Number	Cellular Number
2. Your Full Name (last, first, middle) Slezak, Elissa [REDACTED]	3. List any other names you have used [REDACTED]	
[REDACTED]		
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
[REDACTED]		
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
[REDACTED]		

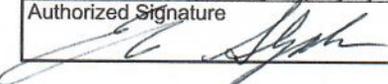
10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Personal and Financial Information



Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature Elissa Slezak	Title Owner	Date 1-10-20
--	----------------------------------	----------------	-----------------



Kathleen Neel, Clerk & Recorder
LIQUOR LICENSING

208 East Lincoln Ave. | PO Box 1538
Breckenridge, CO 80424

AUTHORIZATION TO RELEASE INFORMATION

As an applicant for a Liquor License in Summit County, Colorado, I am required to furnish information regarding my background and general character. In this regard, I hereby authorize the Summit County Colorado Board of County Commissioners or their representatives to make appropriate inquiries of the Summit County Sheriff's Office, pursuant to C.R.S. 12-47-137(2)(a) regarding my "good moral character" and specifically, my criminal justice history (if any) in their records. I also authorize the Sheriff's Office to release to the County representative any and all information that they may have concerning me, including information of a confidential or privileged nature, in connection with my liquor license application. I hereby release Summit County, its officers and employees from any liability or damage which may result from obtaining and/or furnishing this information in connection with my liquor license application. I declare, under penalty of perjury in the second degree, that the attached Liquor License application and all attachments are true, correct, and complete to the best of my knowledge.


Applicant Signature

Elissa Slezak
Applicant Printed Name

12/20/19
Date



Clerk & Recorder

AFFIDAVIT REGARDING SOURCE OF FUNDS

I, Elissa Slezak, HEREBY CERTIFY THAT I HAVE INVESTED
\$ [REDACTED], IN THE BUSINESS OF Keystone Coffee Company LLC.
THE SOURCE OF MY INVESTMENT IS FROM personal investments

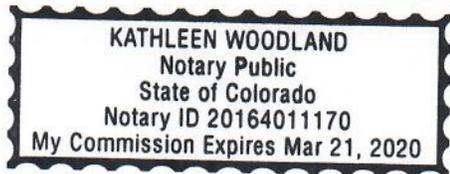
(attach a copy of any notes, loans, bank statements or personal documents to document and verify the above information.)

Signature: [Handwritten Signature]
Date: 1-8-20

State of Colorado)
)
County of Summit)

Subscribed and sworn to before me this 8th day of January, 20 20.

My commission expires: 3-21-2020



Kathleen Woodland
Notary Public



Biometric Identification and Records Unit
690 Kipling Street, Suite 4000
Lakewood, CO 80215

DATE 11/19/2019

SUMMIT COUNTY CLERK & RECORDER
208 E LINCOLN AVE PO BOX 1538
BRECKENRIDGE, CO 80424

[REDACTED]

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
John Camper, Director
Colorado Bureau of Investigation



CIVIL APPLICANT RESPONSE



COCBI0000 COLORADO B OF I
DENVER CO 2019/11/19
A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2019/11/19 FEDERAL BUREAU OF INVESTIGATION

COCBI0000
CO BUREAU OF INVEST
COLORADO CRIME INFO CTR
STE 3000
690 KIPLING ST
DENVER, CO 80215-8001

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Keystone Coffee Company LLC</i> JE Properties LLC	Home Phone Number	Cellular Number
2. Your Full Name (last, first, middle) Slezak, Justin	3. List any other names you have used	

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

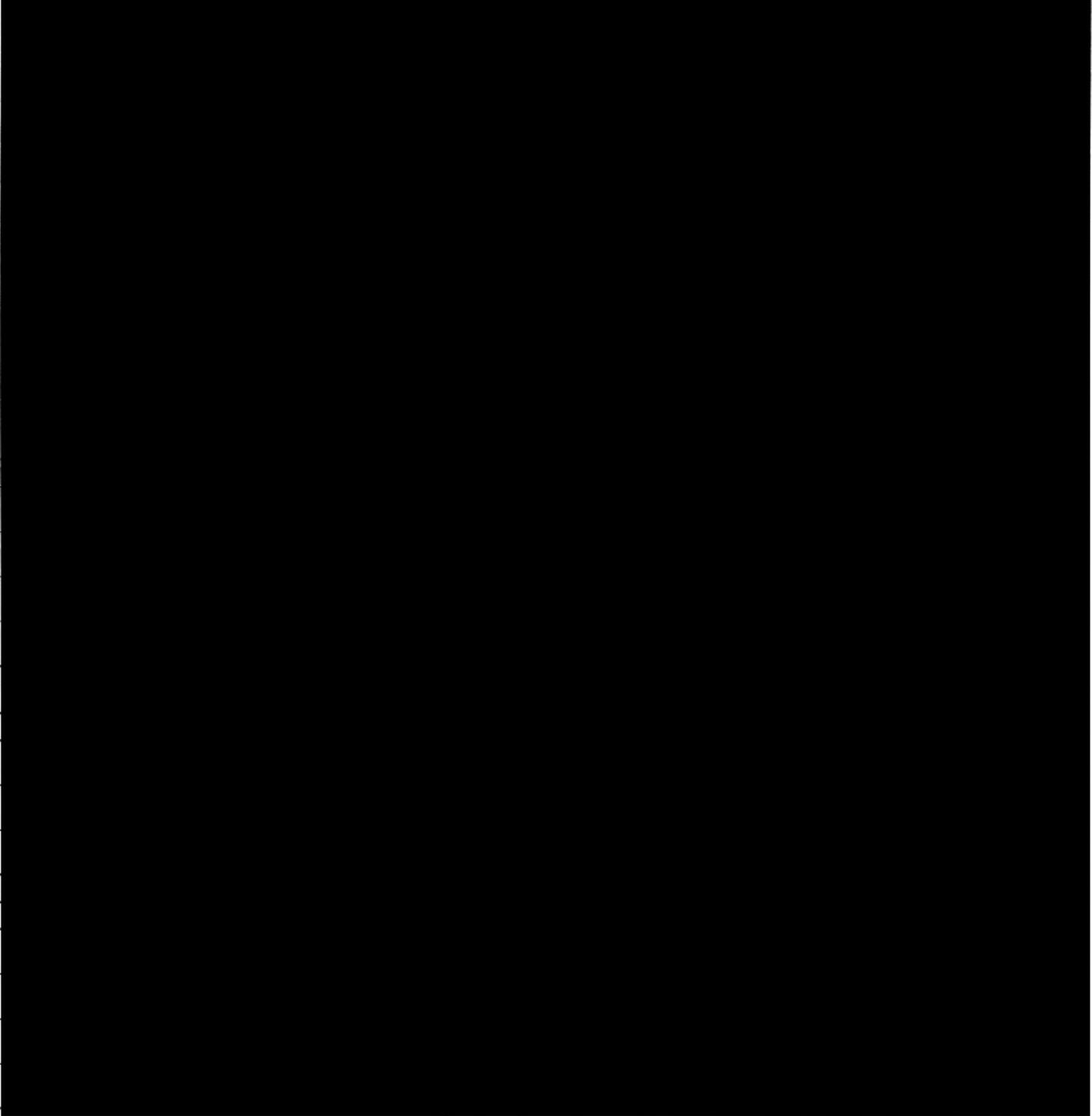
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information



Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature <i>Justin W. Slezak</i>	Print Signature Justin Slezak	Title Owner	Date 1-10-20
---	----------------------------------	----------------	-----------------

Tax Check Authorization, Waiver, and Request to Release Information

I, Justin Slezak am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Keystone Coffee Company LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Justin Slezak / Keystone Coffee Company LLC</u>		Social Security Number/Tax Identification Number [REDACTED] / <u>84-4056243</u>	
Address <u>23110 Highway 6</u>			
City <u>Keystone</u>		State <u>CO</u>	Zip <u>80435</u>
Home Phone Number [REDACTED]		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>Justin Slezak</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Justin W. Slezak</u>			Date signed <u>12-23-19</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



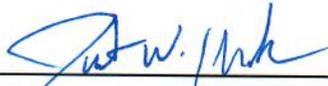
Clerk & Recorder

Kathleen Neel, Clerk & Recorder
LIQUOR LICENSING

208 East Lincoln Ave. | PO Box 1538
Breckenridge, CO 80424

AUTHORIZATION TO RELEASE INFORMATION

As an applicant for a Liquor License in Summit County, Colorado, I am required to furnish information regarding my background and general character. In this regard, I hereby authorize the Summit County Colorado Board of County Commissioners or their representatives to make appropriate inquiries of the Summit County Sheriff's Office, pursuant to C.R.S. 12-47-137(2)(a) regarding my "good moral character" and specifically, my criminal justice history (if any) in their records. I also authorize the Sheriff's Office to release to the County representative any and all information that they may have concerning me, including information of a confidential or privileged nature, in connection with my liquor license application. I hereby release Summit County, its officers and employees from any liability or damage which may result from obtaining and/or furnishing this information in connection with my liquor license application. I declare, under penalty of perjury in the second degree, that the attached Liquor License application and all attachments are true, correct, and complete to the best of my knowledge.



Applicant Signature

Justin Skzak

Applicant Printed Name

12-23-19

Date



Clerk & Recorder

AFFIDAVIT REGARDING SOURCE OF FUNDS

I, Justin Slezak, HEREBY CERTIFY THAT I HAVE INVESTED
\$ 970,000⁰⁰, IN THE BUSINESS OF Keystone Coffee Company LLC
THE SOURCE OF MY INVESTMENT IS FROM personal investments

(attach a copy of any notes, loans, bank statements or personal documents to document and verify the above information.)

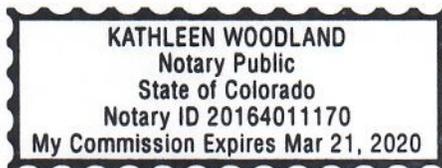
Signature: [Handwritten Signature]
Date: 12-23-19

State of Colorado)
)
County of Summit)

Subscribed and sworn to before me this 23rd day of December, 20 19.

My commission expires: 3-21-2020

Kathleen Woodland
Notary Public





Biometric Identification and Records Unit
690 Kipling Street, Suite 4000
Lakewood, CO 80215

DATE 11/19/2019

SUMMIT COUNTY CLERK & RECORDER
208 E LINCOLN AVE PO BOX 1538
BRECKENRIDGE, CO 80424

RE: SLEZAK, JUSTIN [REDACTED]

The Colorado arrest record for the person noted to follow.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

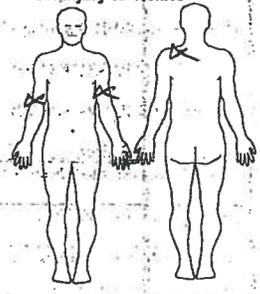
Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
John Camper, Director
Colorado Bureau of Investigation



VICTIM INFORMATION

						CASE NUMBER <u>08-42258</u>	
Victim's Name <u>REBECCA ANN GENEX</u>			DOB <u>3-1-77</u>	AGE <u>31</u>	SSN <u>521-19-9234</u>		
Victim's Address <u>6062 VALLEJO DR CIS CO 80923</u>						Home Telephone <u>719-494-4058</u>	
Contact Address						Contact Telephone	
Mailing Address (if different from above)						Victim requests that personal information be kept confidential <input checked="" type="checkbox"/>	
Employer Name <u>TRUCK FORCE MD</u>			Employer Address <u>1716 N. WEBER ST SUITE 330</u>			Work Telephone <u>719-425-1810</u>	
Race <u>W</u>	Sex <u>F</u>	Height <u>504</u>	Weight <u>120</u>	Hair <u>Blk</u>	Eyes <u>Blk</u>	Driver's License Number <u>95-065-330 P</u>	DL State <u>CO</u>
Child Name		DOB	Address (if different from victim)				Did Child Witness Incident <u>Y</u> <u>N</u>
Child Name		DOB	Address (if different from victim)				Did Child Witness Incident <u>Y</u> <u>N</u>
Child Name		DOB	Address (if different from victim)				Did Child Witness Incident <u>Y</u> <u>N</u>
Child Name		DOB	Address (if different from victim)				Did Child Witness Incident <u>Y</u> <u>N</u>
Child Name		DOB	Address (if different from victim)				Did Child Witness Incident <u>Y</u> <u>N</u>
Has there been any previous violence involving children? <u>Y</u> <u>N</u> (If yes, which children?) (If yes, when?)							
Witness Name		DOB	Address		Zip Code	Hm. Ph.	Wk. (or contact) Ph.
Witness Name		DOB	Address		Zip Code	Hm. Ph.	Wk. (or contact) Ph.
Active Restraining Orders:	<input type="checkbox"/> Mandatory (72 hour)	<input type="checkbox"/> Temporary	<input type="checkbox"/> Permanent	<input type="checkbox"/> Domestic Relations		Court Case Number	
Victim/Suspect Status	<input type="checkbox"/> Married	<input type="checkbox"/> Separated/Divorced	<input type="checkbox"/> Cohabitants	<input checked="" type="checkbox"/> Dating (Not Living Together)		<input type="checkbox"/> Other	
If Known Who Reported	<input type="checkbox"/> Victim	<input type="checkbox"/> Family Member	<input type="checkbox"/> Neighbor	<input type="checkbox"/> Defendant	<input type="checkbox"/> Other		
Check if applicable to case	<input type="checkbox"/> Child Protective Services Notified	Check if applicable to victim	<input type="checkbox"/> Drugs	Check if applicable to defendant	<input type="checkbox"/> Throwing Things	<input checked="" type="checkbox"/> Pushing	
	<input type="checkbox"/> Animals in Home		<input checked="" type="checkbox"/> Alcohol		<input type="checkbox"/> Slapping w/ open hand	<input type="checkbox"/> Shoving	Mark with an X any area where victim complains of pain or an injury is visible
	<input type="checkbox"/> Humane Society Notified	<input checked="" type="checkbox"/> Pregnant	<input type="checkbox"/> Assault With Weapon(s)	<input type="checkbox"/> Edged Weapons	<input type="checkbox"/> Firearms	<input type="checkbox"/> Blunt Objects	<input type="checkbox"/> Other
Weapons Involved	<input type="checkbox"/> No Weapons	<input type="checkbox"/> Weapons displayed, but not used	Assault With Weapon(s)		<input type="checkbox"/> Firearms	<input type="checkbox"/> Blunt Objects	<input type="checkbox"/> Other
Injuries Noted	<input type="checkbox"/> No Injury	<input type="checkbox"/> Pain, But No Visible Injury	<input type="checkbox"/> Visible Injury	Photographs (MANDATORY - IF VISIBLE INJURIES)			
Medical Attention	<input type="checkbox"/> Declined Medical	<input type="checkbox"/> Medical At Scene	Hospital or Medical Facility:				
Victim's Emotional State:	<input type="checkbox"/> Apologetic	<input type="checkbox"/> Angry	<input type="checkbox"/> Withdrawn	<input type="checkbox"/> Other:			
	<input checked="" type="checkbox"/> Crying	<input type="checkbox"/> Upset	<input type="checkbox"/> Scared				
Victim Questions:							
Has the suspect ever done this before? <u>NO</u> If so, When?							
Any previous violence with another person? <u>NO</u> If so, Whom?							
Has suspect made threats? <u>YES</u> If so, What and to Whom? <u>TO KILL VICTIM</u>							
Were all the injuries to the victim caused by this suspect? <u>YES</u> If not, by whom?							



VICTIM'S STATEMENT: (optional) REFUSED

CITY OF COLORADO SPRINGS
POLICE DEPARTMENT
Records & Identification
Post Office Box 2169
705 South Nevada Avenue
Colorado Springs, CO 80901-2169

CERTIFIED COPY
COLORADO SPRINGS POLICE DEPT.

Ron Walker #2595/CSPD

Records Custodian

Date 2/13/20

VICTIM NAME (PRINT): _____ VICTIM SIGNATURE (optional) REFUSED



OFFICE OF THE SUMMIT COUNTY SHERIFF

SHERIFF

Jaime FitzSimons

UNDERSHERIFF

Joel Cochran

DIVISION COMMANDERS

Commander Peter Haynes –

Operations

Commander David Bertling –

Detentions

Director Lesley Hall-

Animal Control & Shelter

ADMINISTRATION

Cristina Cevallos

Teri Furll

Erin Opsahl

CIVIL**RECORDS**

Mary White

Cassie Klausner

Carol Rafferty

PATROL SUPERVISORS

Lieutenant Tom Whelan

Sr. Sgt. Dave Martinez

Sgt. Mark Gafari

Sgt. Jake Straw

JAIL SUPERVISORS

Lieutenant Cynthia Gilbert

Lieutenant Sylvia Simms

Sr. Sgt. Ron Hochmuth

Sgt. John Velasquez

Sgt. Dustin Roth

Sgt. Robin Kintz

INVESTIGATIONS

Sgt. Robert Pearce

SPECIAL OPERATIONS

Sgt. Mark Watson

**ANIMAL CONTROL and
SHELTER**

Meg Leroux

Jesslyn Swirka

*'Professionally
Serving Our
Community Since
1861''*

DATE: April 23, 2020

TO: Office of the Clerk & Recorder

RE: Establishment Application for Liquor License

The Summit County Sheriff's Office has completed a background check on:

Applicant: Keystone Coffee Company LLC

DBA: Steep

License Type: Steep

23110 U.S. Highway 6 Units #13-15

Keystone, CO 80435

Applicant Individuals:

Elissa [REDACTED] Slezak [REDACTED]

Justin [REDACTED] Slezak: [REDACTED]

We have no record of negative information on the above establishment.

The Summit County Sheriff's Office recommendation is:

 No reason found to disapprove this establishment at this time. Disapproval Area of Concern

Cassie Klausner

Records Clerk

Joel Cochran

Undersheriff



Colorado Secretary of State
 Date and Time: 12/22/2019 08:08 PM
 ID Number: 20198024033
 Document number: 20198024033
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Keystone Coffee Company LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

23110 US Hwy 6

(Street number and name)

Dillon

(City)

CO

(State)

80435

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

PO Box 851

(Street number and name or Post Office Box information)

Dillon

(City)

CO

(State)

80435

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Slezak

(Last)

Justin

(First)

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

23110 Hwy 6

(Street number and name)

Dillon

(City)

CO

(State)

80435

(ZIP Code)

Mailing address

(leave blank if same as street address)

PO Box 851

(Street number and name or Post Office Box information)

Dillon _____ CO 80435
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Slezak Justin
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address PO Box 851
(Street number and name or Post Office Box information)

Dillon _____ CO 80435
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Slezak	Justin		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
PO Box 851			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
Dillon	CO	80435	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<i>(Province – if applicable)</i>	United States .		
	<i>(Country)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Keystone Coffee Company LLC Ownership:

Justin Slezak: 50% Owner of Keystone Coffee Company LLC

PO Box 851

Dillon, CO 80435

Elissa Slezak: 50% Owner of Keystone Coffee Company LLC

PO Box 2060

Dillon, CO 80435

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,

JE Properties LLC

is a

Limited Liability Company

formed or registered on 10/22/2019 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 20191838181 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/08/2020 that have been posted, and by documents delivered to this office electronically through 01/10/2020 @ 09:24:37 .

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 01/10/2020 @ 09:24:37 in accordance with applicable law. This certificate is assigned Confirmation Number 12009084 .



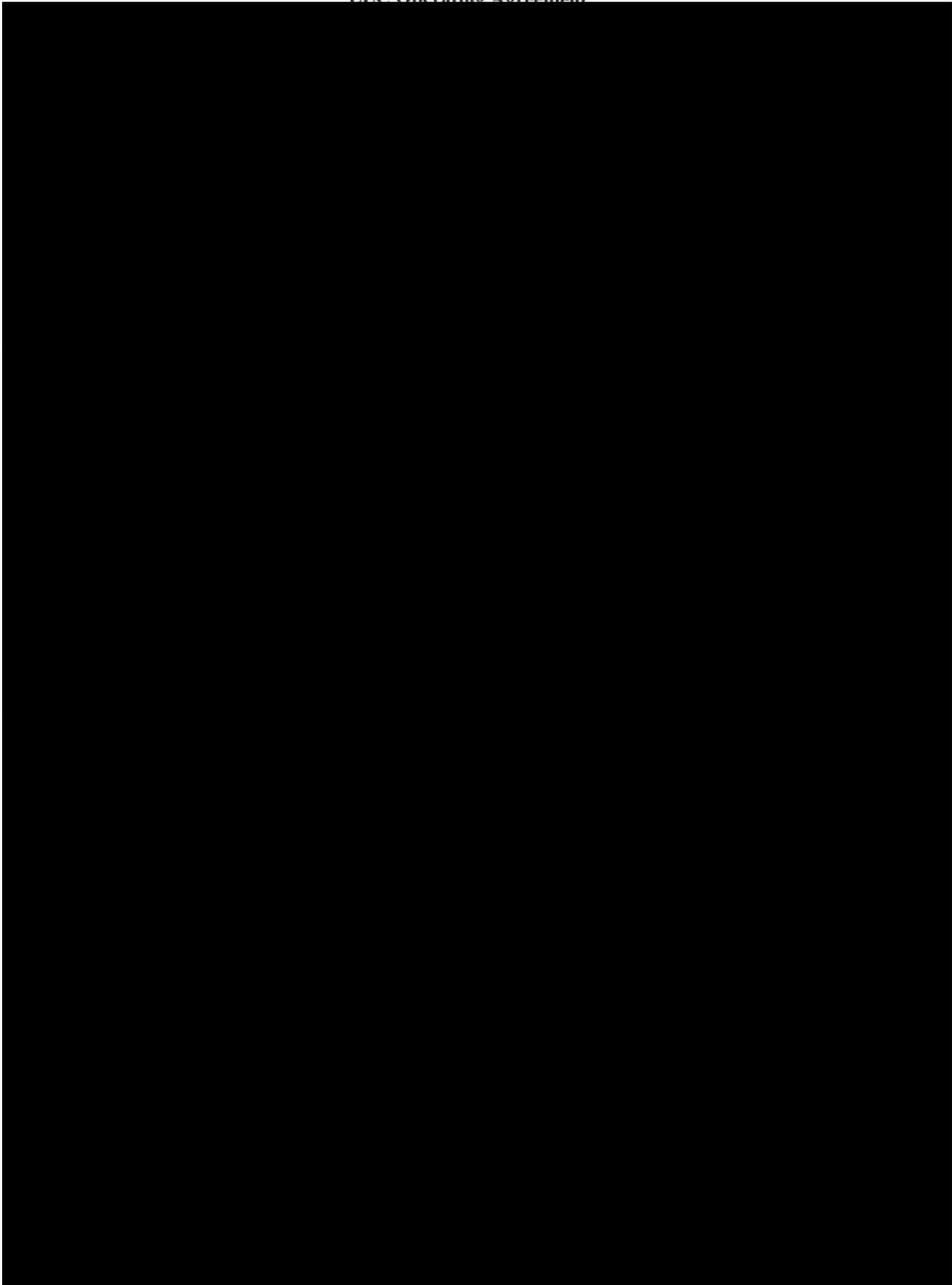
Jena Griswold

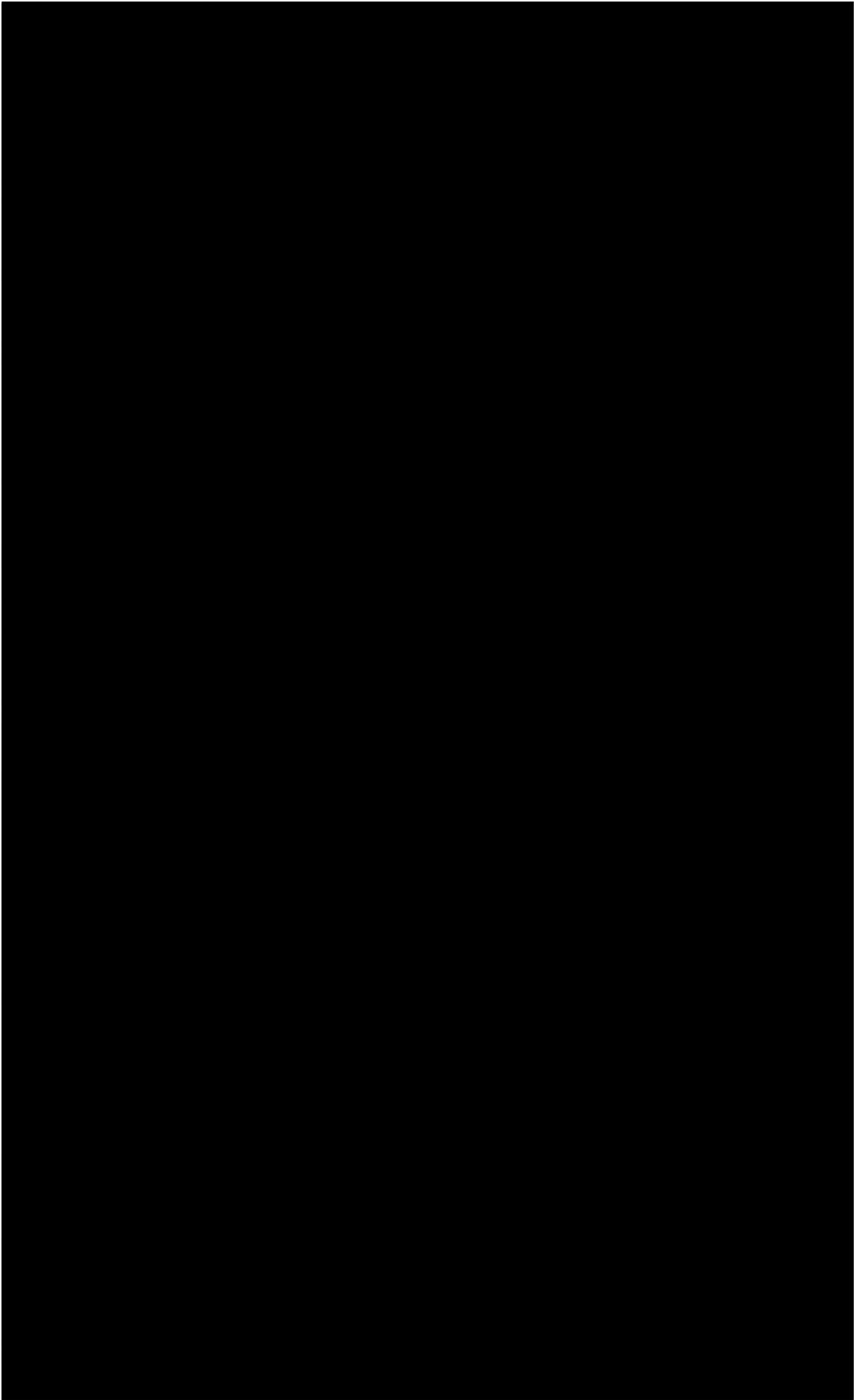
Secretary of State of the State of Colorado

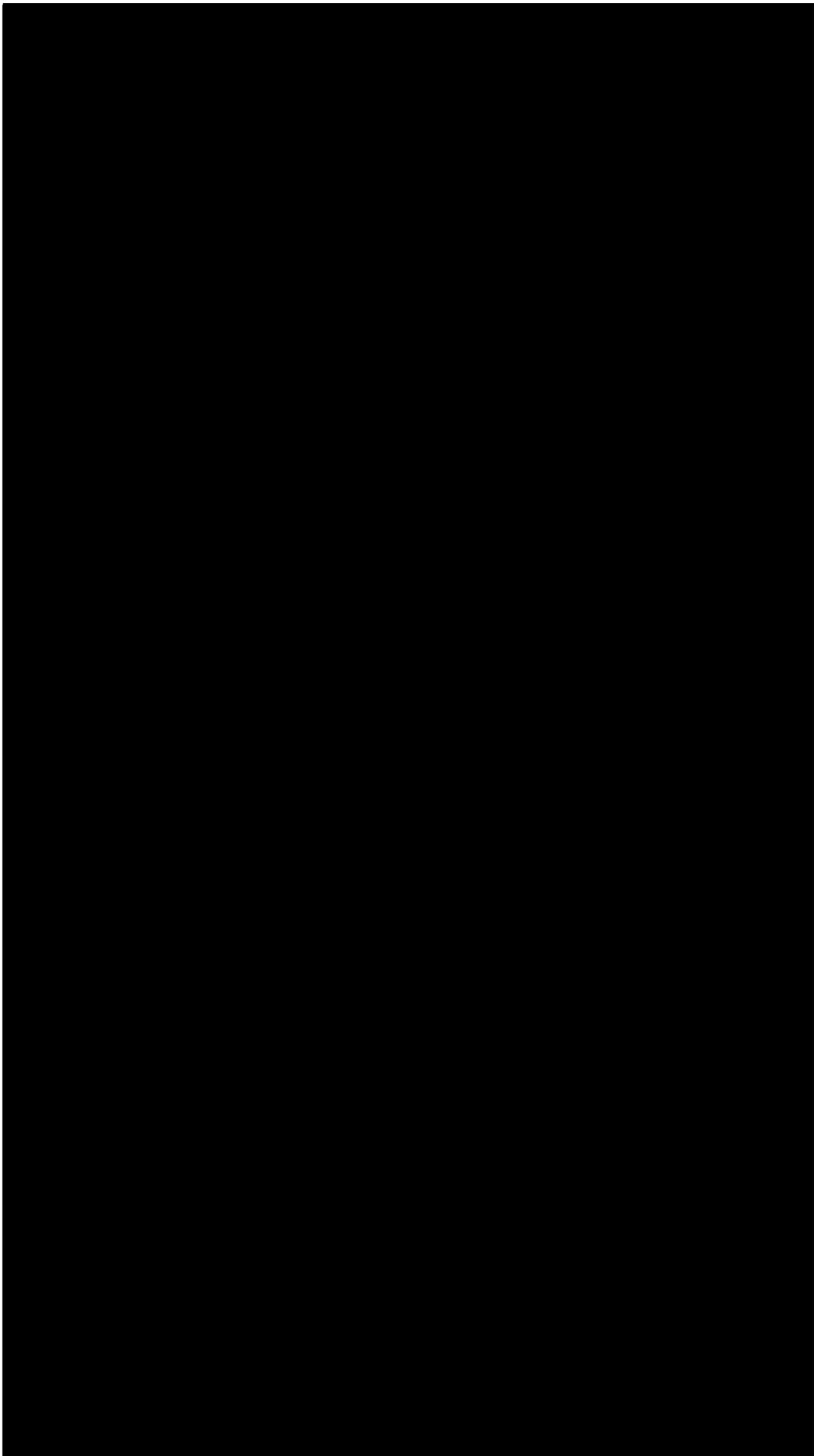
*****End of Certificate*****

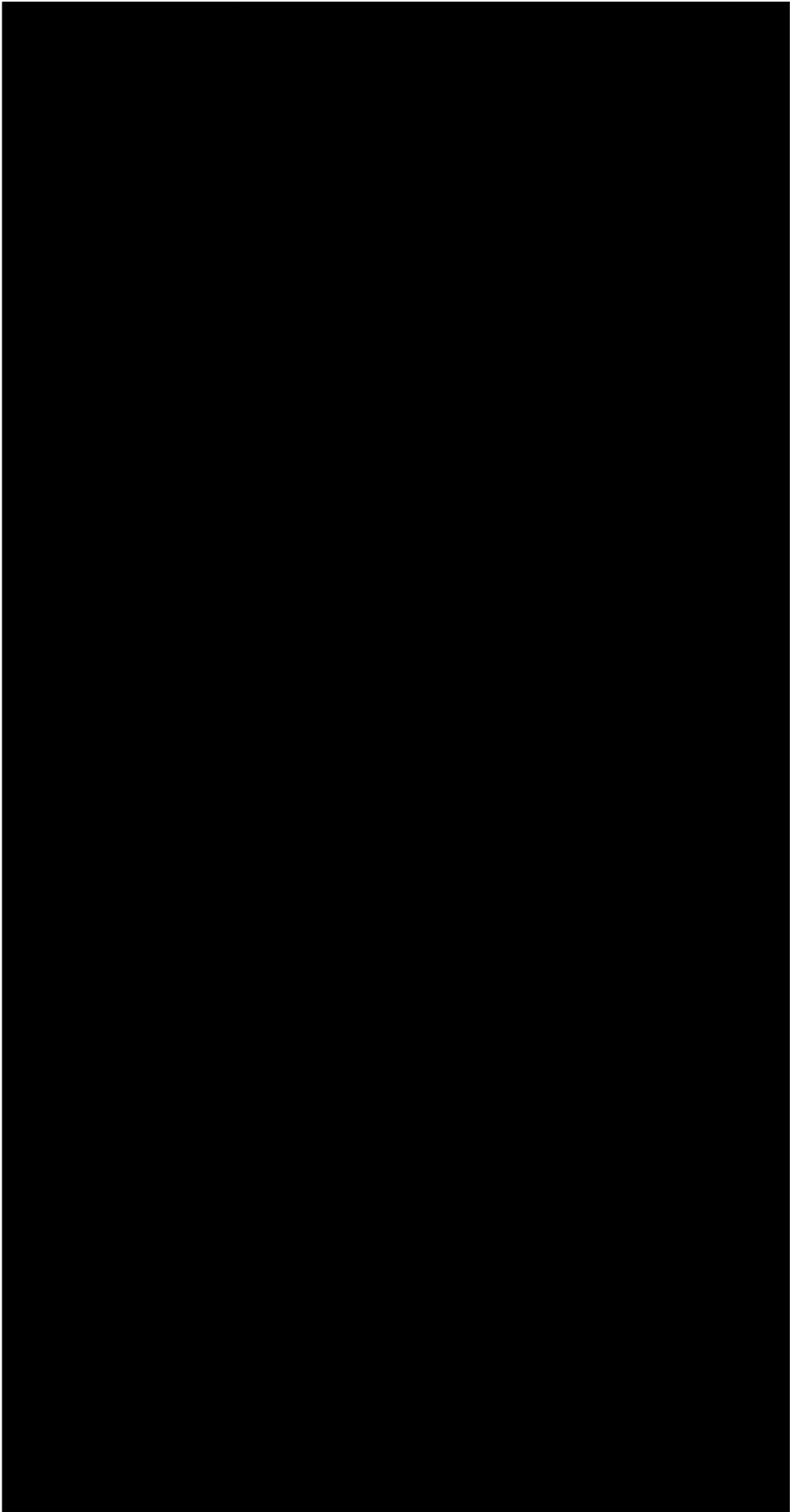
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary 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."

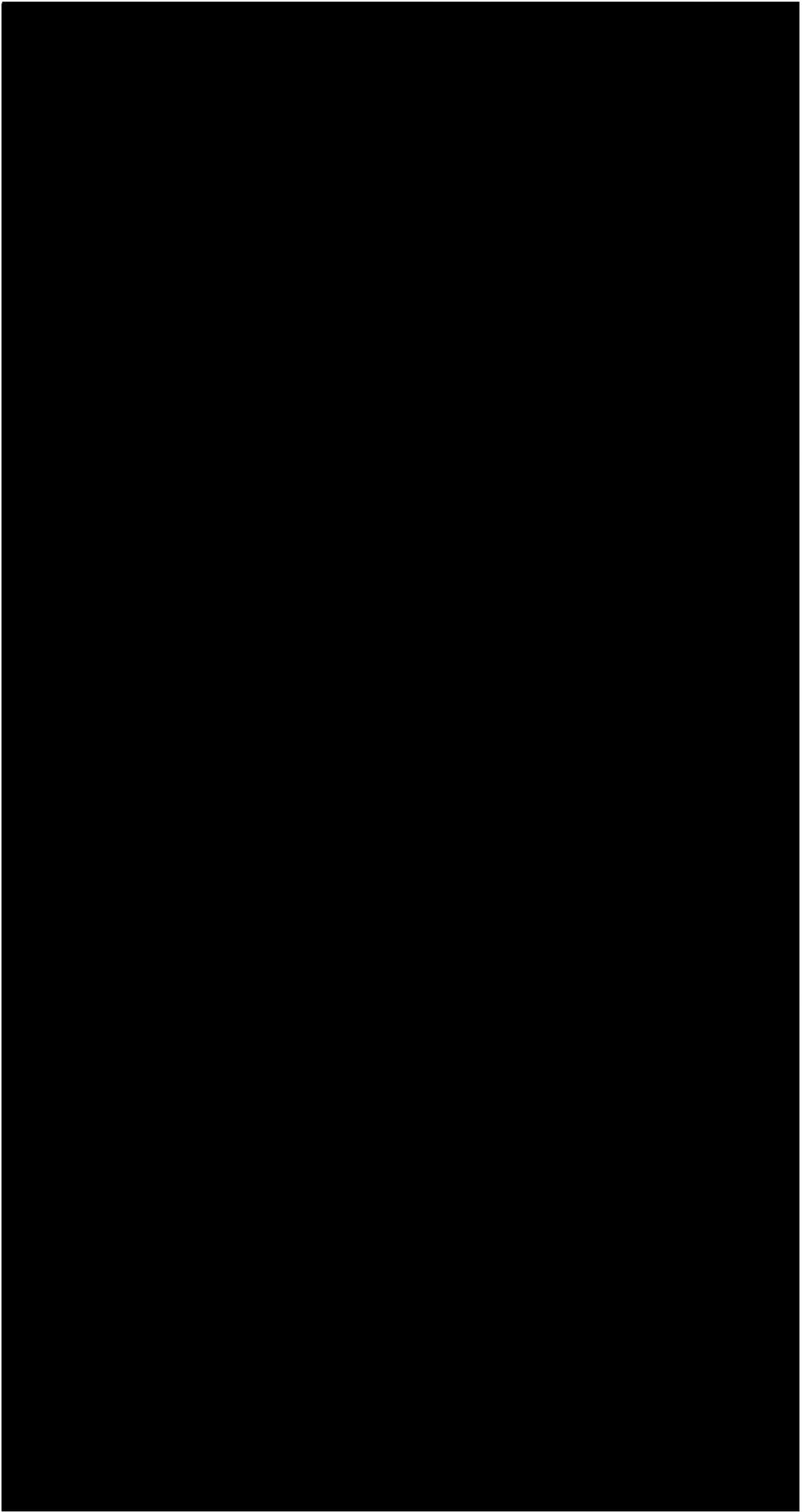
LLC Operating Agreement

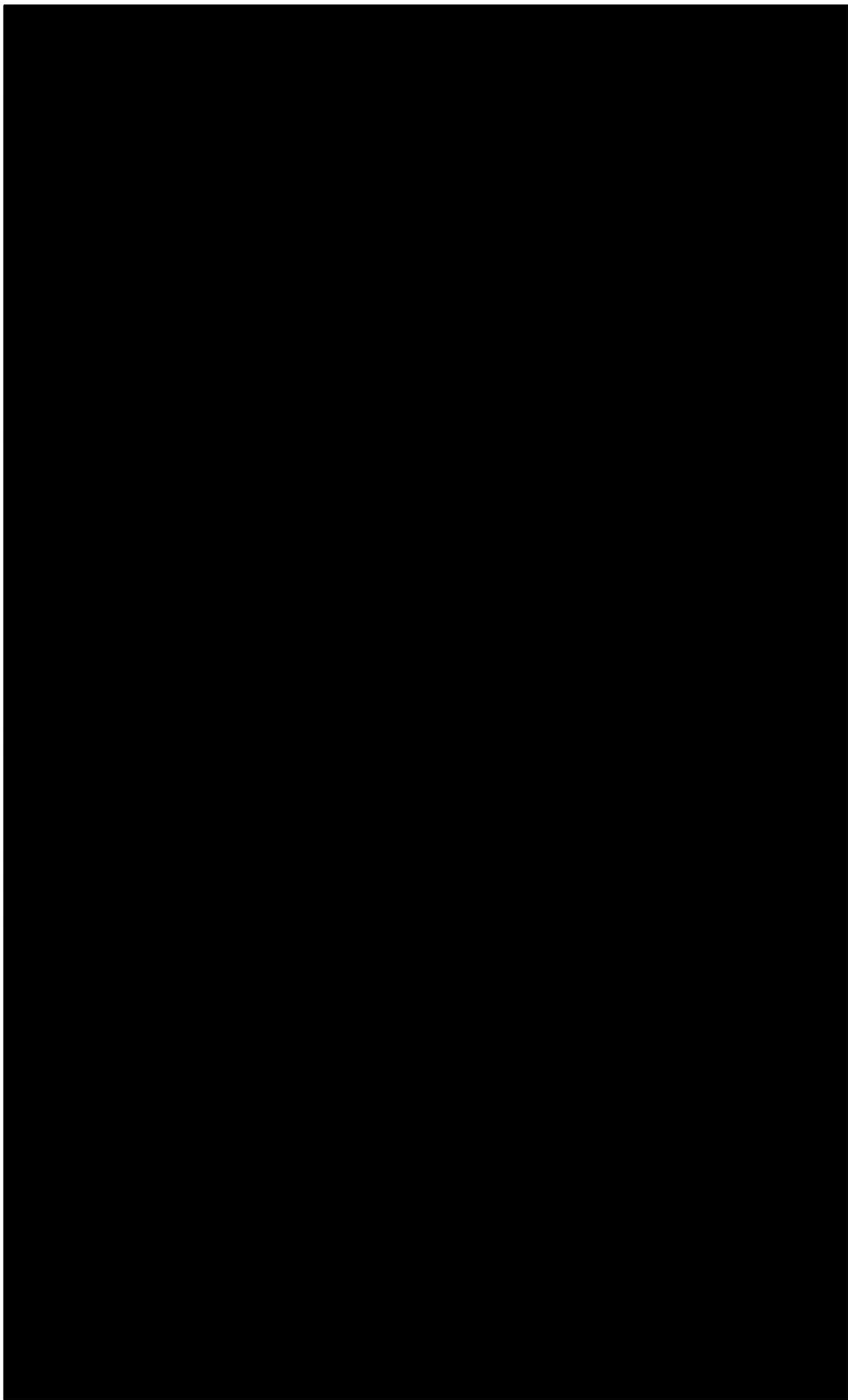


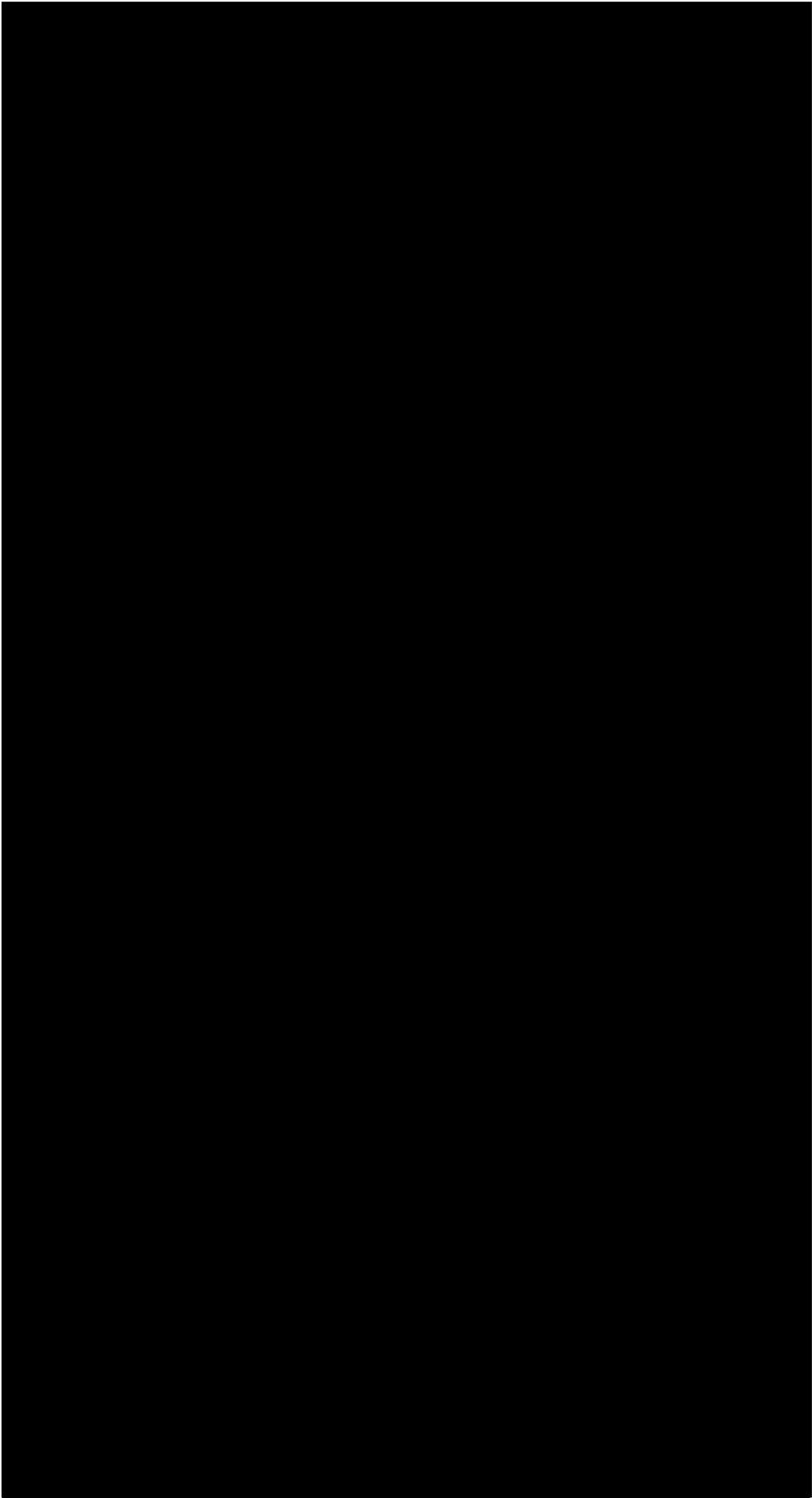


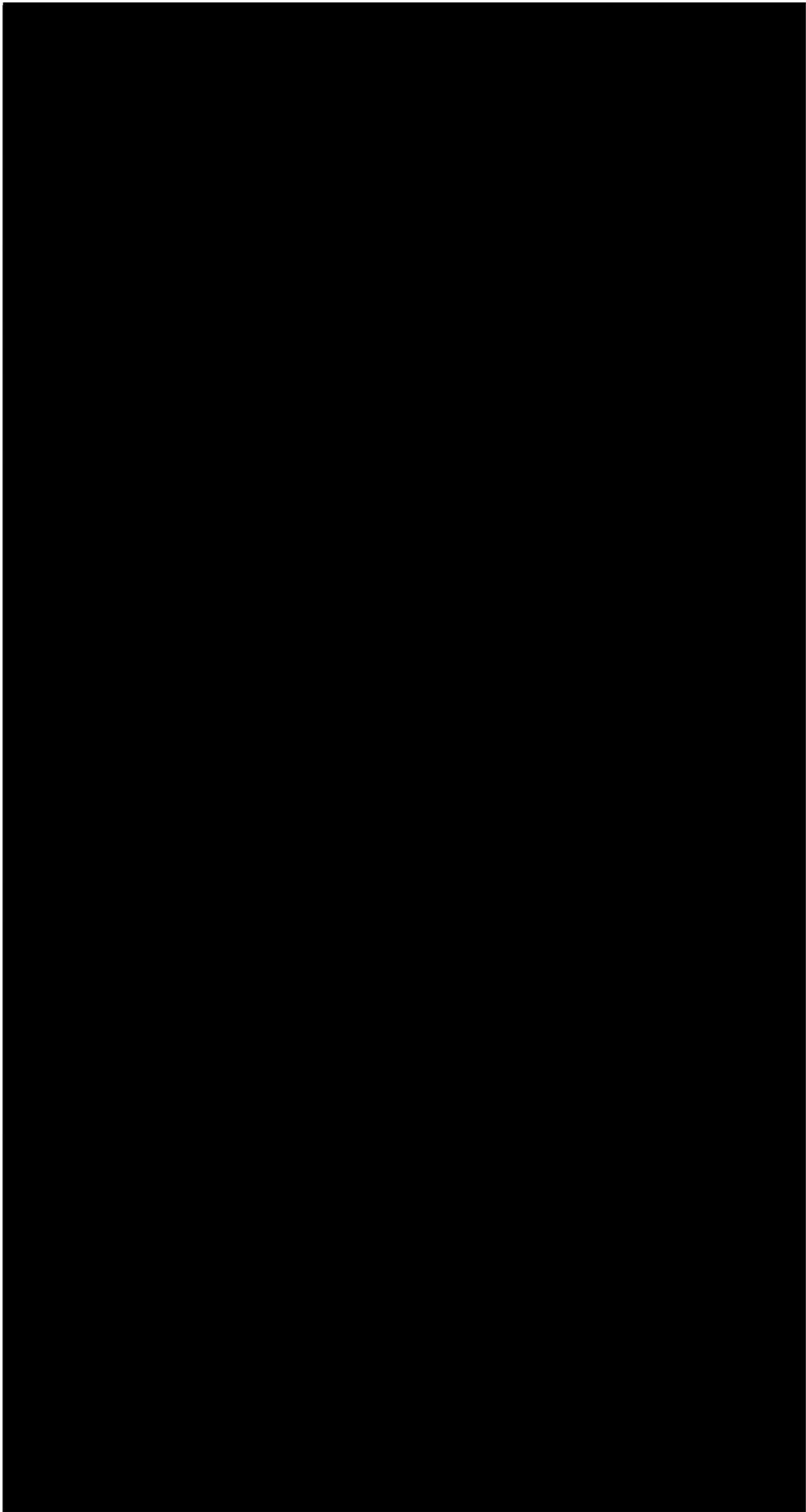


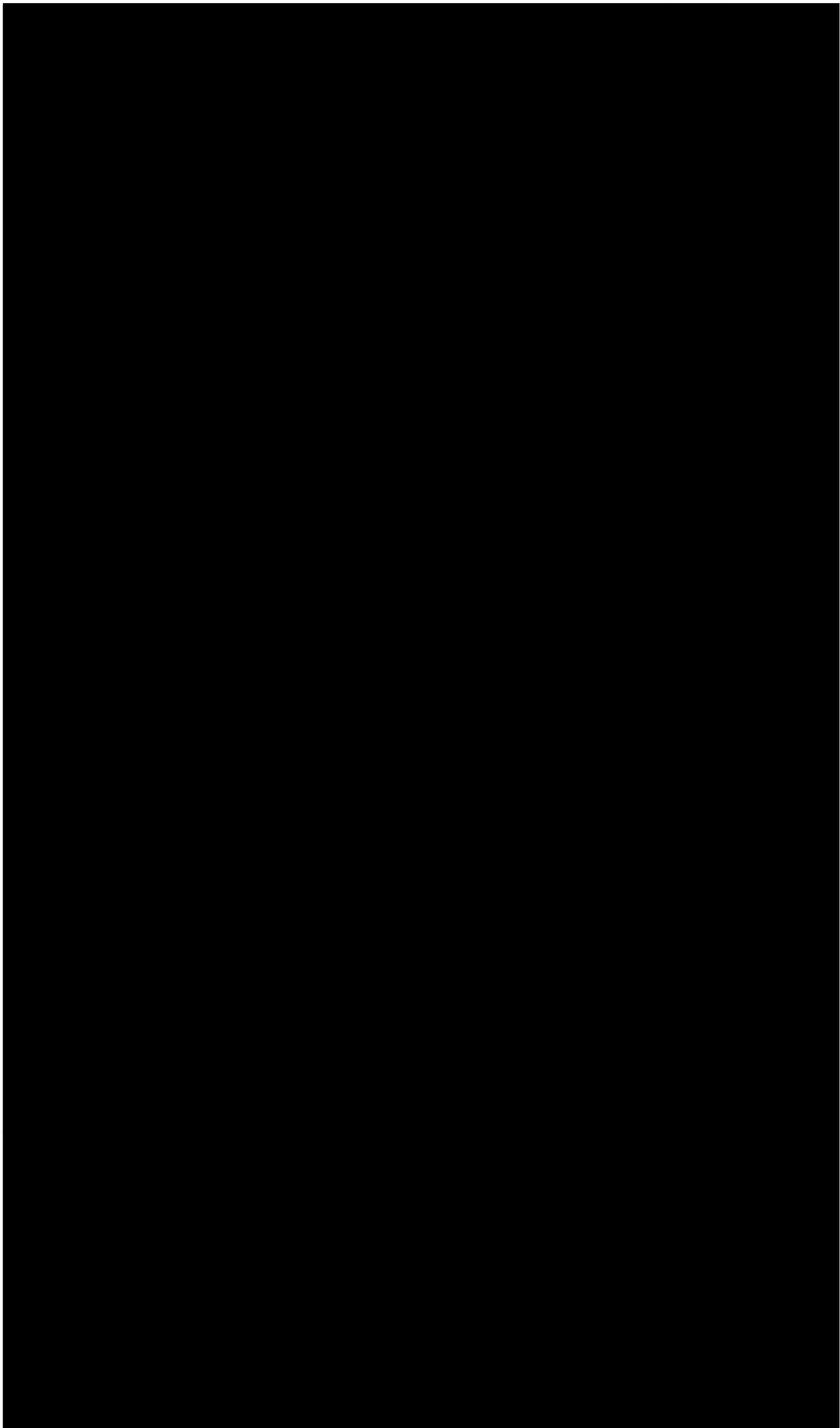




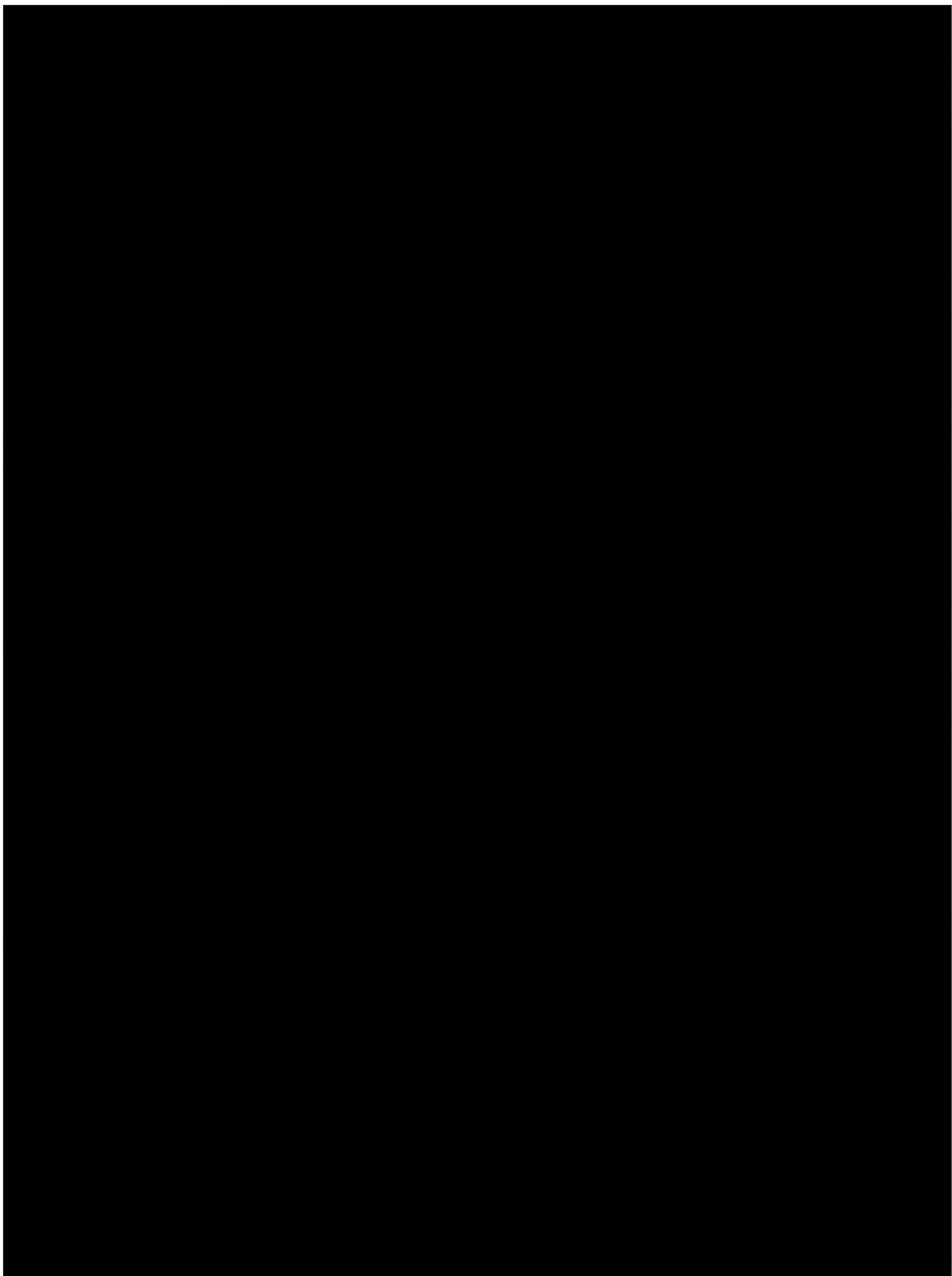












116

NOTICE
PURSUANT TO THE LIQUOR LAWS
OF COLORADO

Keystone Coffee Company LLC
Elissa Siroca & Justin Siroca, Owners/Operators
HAS REQUESTED THE LICENSING OFFICIALS OF
SUMMIT COUNTY TO HOLD A HEARING
IN CONSIDERATION OF A NEW APPLICATION
AND REQUEST FOR FORMAL HEARING

APPLICANT:
Keystone Coffee Company LLC DBA: Steep
LOCATED AT: 23110 U.S. Highway 6 Units #13-15
Keystone, CO 80435

HEARING TO BE HELD:
Tuesday, April 28, 2020 at 1:00 PM
Old County Courthouse Building
Board of Commissioners Meeting Room, Third Floor
208 Lincoln Avenue Breckenridge, Colorado 80424
BY ORDER OF: KATHLEEN NEEL, CLERK & RECORDER
kneelicensing@summitcounty.gov
APPLICATION DATE: FEBRUARY 28, 2020



Ad #: 0000571771-01

Customer: SUMMIT COUNTY CLERK AND RECORDER

Your account number is: 1001281

**PROOF OF PUBLICATION
SUMMIT COUNTY JOURNAL
STATE OF COLORADO
COUNTY OF SUMMIT**

I, Meg Boyer, do solemnly swear that I am Publisher of the SUMMIT COUNTY JOURNAL, that the same weekly newspaper printed, in whole or in part and published in the County of Summit, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Summit for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

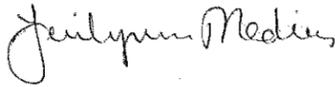
That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 insertion; and that the first publication of said notice was in the issue of said newspaper dated 4/17/2020 and that the last publication of said notice was dated 4/17/2020 in the issue of said newspaper.

In witness whereof, I have here unto set my hand this day, 4/22/2020.



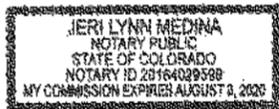
Meg Boyer, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Summit, State of Colorado this day 4/22/2020.



Jerilyn Medina, Notary Public

My Commission Expires: August 3, 2020



SUMMIT COUNTY PUBLIC NOTICE

PURSUANT TO THE LIQUOR AND BEER LAWS OF THE STATE OF COLORADO

THE APPLICANT IS:

KEYSTONE COFFEE COMPANY LLC, for Steep

HAS REQUESTED THE LIQUOR AUTHORITY OF THE COUNTY OF SUMMIT, STATE OF COLORADO TO GRANT A BREWPUB LIQUOR LICENSE TO SELL MALT, VINOUS & SPIRITUOUS LIQUOR at 230110 U.S. Highway 6 Units #13-15, Keystone, CO 80435

PUBLIC HEARING ON THIS APPLICATION WILL BE HELD BEFORE THE SUMMIT COUNTY BOARD OF COMMISSIONERS ON April 28, 2020, at 1:30PM AT THE SUMMIT COUNTY COURTHOUSE, BRECKENRIDGE, COLORADO. *THE PUBLIC IS HIGHLY ENCOURAGED TO DIAL-IN REMOTELY TO ATTEND - INFORMATION AVAILABLE AT SUMMITCOUNTYCO.GOV*

AT SAID TIME AND PLACE, ANY INTERESTED PERSONS MAY APPEAR TO BE HEARD FOR OR AGAINST THE GRANTING OF SAID LICENSE.

DATE OF APPLICATION: February 27, 2020

PUBLISHED: April 17, 2020

KATHLEEN NEEL
COUNTY CLERK & RECORDER

Published in the Summit County Journal on April 17, 2020. 0000571771



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

Support Letter

1 message

michael mastrobuono <mastrobuono41@yahoo.com>

Fri, Apr 17, 2020 at 10:03 AM

To: "keystonemtncoffee@gmail.com" <keystonemtncoffee@gmail.com>

To Whom It May Concern,

We are writing to express our support of Justin and Elissa Slezak in their new business venture, the Keystone Coffee Company. As full-time residents of Keystone, we are excited to see new businesses that would fill a much needed food and beverage service gap in this area. We believe that locally-owned and operated businesses benefit and support our local workforce by providing year-round jobs and would continue to boost our local economy.

We appreciate your time and consideration of their business application.

Sincerely,

Mike Mastrobuono + Paula Samuelson
Homeowners at West Hills
Keystone, CO



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

Coffee/Brewery

Dave Greenberg <dgreenberg@slifersummit.com>

Thu, Apr 16, 2020 at 5:05 PM

To: "keystonemtncoffee@gmail.com" <keystonemtncoffee@gmail.com>

Elissa,

Thanks for your email, I signed your petition. Looks like you're going in the Gateway building – what space are you taking over? I saw a sign in the building next to the Goat about a new coffee shop going in there, so that's what I thought you were talking about at first. Did you send a note to every broker in my office? If not, I can forward the petition on to them as well (and our front desk staff).

Good luck in your venture, and I hope to try some new beers!

Dave Greenberg | Branch Broker

Slifer Smith & Frampton Real Estate

c. 970.393.0769 | o. 970.547.7969 | SkiMountainHomes.com

Please Note: We will never email you wire instructions, please call me if you are asked to wire money.



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

Business

Valerie Thisted <vthisted@yahoo.com>
To: keystonemtncoffee@gmail.com

Fri, Apr 17, 2020 at 10:55 AM

Hi,
I received your petition from David Koch, my neighbor. I'm not sure we've met...my name is Valerie. We've owned in Keystone for about 15 years, in North Fork (NF) for the past 5. I am the president of NF, and VP on Keystone Owners Association. I'd love to learn more about your business, so I can share with KOA and my neighbors. I'd also love to share more about KOA. Are you encountering obstacles getting approval? Are you guys trying to build out the old spa space in the Gateway? A wonderful location!

Sincerely,
Valerie
303-807-8584

Sent from my iPhone



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

recommendation

Henry The Barr Team <Henry@henryebarr.com>
To: keystonemtncoffee@gmail.com

Thu, Apr 16, 2020 at 3:51 PM

To whom it may concern;

I want to offer my support for Keystone Mountain Coffee. I have known the owner Elissa both professionally and personally for almost 10 years. She is honest, trustworthy-and a pleasure to work with and have as a friend. I feel her and her husband Justin would be a real asset to the Keystone business community.. Thank you

Henry E. Barr

Broker Associate, The Barr Team, Inc.

Re/Max Properties of the Summit

305 Main Street - P.O. Box 610

Frisco, Colorado 80443

Office (970) 668-5300 | Cell: (970) 389-7533

Find us on Facebook & HenryEBarr.com

All Barr Team Members' Contact Info

Keystone Business

Doozie Martin <doozie@fdrd.org>
To: keystonemtncoffee@gmail.com

Thu, Apr 16, 2020 at 1:21 PM

To whom it may concern:

I'm writing today to express my full support for a new coffee shop/brewery to open in Keystone. Not only am I usually in support of local businesses, I believe this could be a real asset to the Keystone community and its guests.

Justin and Elissa are valued members of our community and I'm extremely confident that they will provide a business to Summit County that will be viewed as nothing but an asset. I have full faith in both individuals.

As a citizen of Frisco, I don't have many occasions to venture into the Keystone community outside of a few turns on a snowy, winter day. This will give me reason to make the trip with way more frequency.

Please let me know how else I can help. I'm looking forward to enjoying a nice cup of tea and a freshly-brewed wobbly pop at Keystone's newest establishment.

Thanks, Doozie



Alexander "Doozie" Martin
Program Manager
Friends of the Dillon Ranger District
Email: doozie@fdrd.org
Phone: (970) 262-3449



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

New Keystone Coffee Shop

Megan Hunzeker <megan@meganmountainhomes.com>
To: keystonemtncoffee@gmail.com

Thu, Apr 16, 2020 at 3:54 PM

To whom it concerns:

I am writing to tell you how excited I am about the new Keystone Coffee shop that Elissa and Justin are opening in the Gateway building in Keystone.
We are in great need of a coffee shop and more restaurant establishments in Keystone in this very convenient location.

I can't tell you how often I would support this local business. I do a lot of real estate business and find myself spending a fair amount of my week in Keystone. I do not always have the time to go into the River run to grab a bite to eat or cup of coffee. Majority of businesses are located there. I do not want to fight skiers for parking just to have to walk 10 minutes into the village.

Having a convenient coffee shop that is locally owned and located right on highway 6 will be a great addition to the keystone businesses already in the Gateway building.

I look forward to visiting their establishment and can't wait to take part in supporting another locally owned business.

Thanks
Megan

--

Megan Hunzeker
Real Estate Broker
Cornerstone Real Estate Rocky Mountains
970.366.7244 megan@meganmountainhomes.com



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

Re: Thank you for contacting Colorado Real Estate Summit County, LLC

David & Sarah Gourgues <teamgourgues_201751666@summitlivingemail.net>

Fri, Apr 17, 2020 at 8:50 AM

Reply-To: teamgourgues_201751666@summitlivingemail.net

To: keystonemtncoffee@gmail.com

Cc: keystonemtncoffee@gmail.com

Hi Elissa,

That's very exciting news and I am sorry to hear COVID has put a damper on your opening/launch of your brewery/coffee shop. I would be happy to support your effort in any way that I can.

Where are you moving into?

David & Sarah Gourgues

Colorado Real Estate Company

C: 970.409.2054

E: SarahGourgues@SummiLiving.com

W: BreckenridgeStateOfMind.com



on Thursday, April 16, 2020 at 1:09:04 PM David & Sarah Gourgues wrote:

Hello Elissa,

Thanks for taking the time to contact Colorado Real Estate Summit County, LLC.

I wanted to send you a quick email to let you know that I have received your message and will be in touch with you shortly once I have had a chance to look over your note.

If you have any questions, please call me or send me an email.

I look forward to speaking with you very soon!

Regards,

David & Sarah Gourgues

Colorado Real Estate Company

C: 970.409.2054

E: SarahGourgues@SummiLiving.com

W: BreckenridgeStateOfMind.com



Re: Thank you for contacting Colorado Real Estate Summit County, LLC

David & Sarah Gourgues <teamgourgues_201751666@summitlivingemail.net>

Fri, Apr 17, 2020 at 4:05 PM

Reply-To: teamgourgues_201751666@summitlivingemail.net

To: keystonemtncoffee@gmail.com

That's going to be a great spot!

Will be sure to pass on this info to our agents. Everyone will be thrilled for your new business in Keystone, as are we!

David & Sarah Gourgues

Colorado Real Estate Company

C: 970.409.2054

E: SarahGourgues@SummiLiving.com

W: BreckenridgeStateOfMind.com



on Friday, April 17, 2020 at 10:30:14 AM Justin and Elissa Slezak wrote:

Thanks David and Sarah!

We are moving into the east end of the Gateway Building, where Serenity Spa used to be, next to Breeze Ski Rentals. We are currently working through the county permitting processes, and were asked to gather petition signatures and letters of support from the Keystone community. We had hoped to reach out in person to a lot of local businesses this spring, but haven't been able to do so, hence the email requests.

We appreciate the support, and here is the link to our petition if you'd like to sign it too:

<https://www.ipetitions.com/petition/keystone-coffee-company-2>

Feel free to share with anyone else who would support our coffee shop & brewery. We look forward to meeting everyone once the lockdown is over and we can open our doors!

Elissa Slezak

[Quoted text hidden]



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

Support

Janice Kurbjun <jkurbjun@gmail.com>
To: keystonemtncoffee@gmail.com

Thu, Apr 16, 2020 at 9:47 AM

We are supportive of a new coffee shop in Keystone. We wish Justin and Elissa the most success!

Janice and David Miller
Silverthorne, David employed in Keystone.

Begin forwarded message:

From: Kenneth Riley <rileykenn@gmail.com>
Date: April 17, 2020 at 11:59:32 AM MDT
To: Gary Miller <GJMILLER@COLORADO.NET>
Subject: Re: **Support for new Coffee Shop & Brewery in Keystone**

Thx
Ken

Sent from my iPhone

On Apr 17, 2020, at 11:37 AM, Gary Miller <gjmiller@colorado.net> wrote:

I've sold out of Gateway.

It has zoning in place for years. Liquor license for small brewery needed.

I think it's main theme is a coffee shop, bakery and pizza 🍕. They have 19 parking spaces out front and are focused on Coffee. I think it's a great idea. NO place in Keystone can you park out front and get a donut or cinnamon roll with a coffee or Starbucks like coffee's and have a small meeting.

It's owned by a local.

All the best,
Gary J Miller



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

Support for Liquor License at Keystone Coffee Company LLC

Suzanne Pugsley <suza337@yahoo.com>

Fri, Apr 17, 2020 at 1:58 PM

Reply-To: Suzanne Pugsley <suza337@yahoo.com>

To: "keystonemtncoffee@gmail.com" <keystonemtncoffee@gmail.com>

As a full-time local resident in Dillon, Colorado and a frequent patron of businesses in Keystone, I support an approval of a liquor license for the new Keystone Coffee Company LLC owned by Justin and Elissa Slezak. They are responsible and conscientious local community members of Summit County. I look forward to having more diverse and locally-owned food and drink establishments along the Hwy 6 corridor in Keystone.

Suzanne Pugsley
Dillon, Colorado



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

New Keystone Establishment

Sarah Carney <seslaton@gmail.com>
To: keystonemtncoffee@gmail.com

Thu, Apr 16, 2020 at 10:09 AM

An establishment such as this, that is locally owned, will only add to the charm of Keystone! It would be such a great addition to our community!

I am in support of this!

-Sarah Carney
Summit Cove



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

Support for new Coffee Shop & Brewery in Keystone

Elle B Willson <elleb@freespiritliving.me>

Fri, Apr 17, 2020 at 10:30 AM

To: Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

Hello there Elissa & Justin,

Best wishes to you all with your new business! I have forwarded this email to several friends.

Warm regards,

ELLE B WILLSON

Broker Associate

Certified Buyer's Representative, CBR

Certified Negotiation Expert, CNE

Bergman Realty Grp

970.389.5248

ElleB@FreeSpiritLiving.me

Real Estate Curator to fulfill your Rocky Mountain Living Dream

Elevate the Quality of Your Life



[Quoted text hidden]



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

Support of Keystone Mtn Coffee

Pinna Gallant <pgallant@peakyogastudio.com>

Thu, Apr 16, 2020 at 11:50 AM

To: keystonemtncoffee@gmail.com

Cc: Elissa Knox <ebk99@hotmail.com>

Dear Elissa -

I'm fully in support of your new coffee shop/brewery business in the town of Keystone. I look forward to sharing a beer with you there soon!

Pinna Gallant
Owner, Peak Yoga



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

Kmc

1 message

JS Pugsley <jspugsley@hotmail.com>

Fri, Apr 17, 2020 at 7:10 AM

To: "keystonemtncoffee@gmail.com" <keystonemtncoffee@gmail.com>

Looking forward to the new Keystone Mtn Coffee! Let us know when it opens.
Thanks,
Scott Pugsley

[Get Outlook for Android](#)



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

More Coffee for Keystone!

Chris Knudsen <CHRISK@breckenridgegrandvacations.com>

Thu, Apr 16, 2020 at 11:16 AM

To: "keystonemtncoffee@gmail.com" <keystonemtncoffee@gmail.com>

I support Justin and Elissa for a new and much needed coffee shop in Keystone!

Chris Knudsen
9703895808

[Get Outlook for iOS](#)



Justin and Elissa Slezak <keystonemtncoffee@gmail.com>

Opening

1 message

Rory dwyer <mheublein1@hotmail.com>

Fri, Apr 17, 2020 at 4:48 AM

To: "keystonemtncoffee@gmail.com" <keystonemtncoffee@gmail.com>

Dear Justin and Elissa,

I am so excited for you and your new endeavor! Keystone Mountain Coffee will be a great addition to the mountain community. I can't wait to get a hot cup of coffee after a day of skiing, or to see you guys on the way up to the mountain. Good luck with the new shop.

Sincerely,

Melissa

Sent from my iPhone

Begin forwarded message:

From: David <dkoch1122@aol.com>
Date: April 17, 2020 at 10:42:47 AM MDT
To: "vthisted@yahoo.com" <vthisted@yahoo.com>
Subject: Fwd: Support for new Coffee Shop & Brewery in Keystone
Reply-To: David <dkoch1122@aol.com>

Good Morning Valerie!

I received this email this morning with a short time to respond. Our thought is this is a better use of close by commercial space rather than a pot shop! We both signed their online petition.

I hope you don't find this overly bothersome!

Happy sunny day!

David

Sent: Fri, Apr 17, 2020 10:11 am

Subject: FW: Support for new Coffee Shop & Brewery in Keystone



This petition has collected
48 signatures
using the online tools at [ipetitions.com](https://www.ipetitions.com)

Printed on 2020-04-17

Keystone Coffee Company

About this petition

I, the undersigned, support the liquor license application for business applicant Keystone Coffee Company LLC, located at 23110 US Hwy 6 Units #13-15, Keystone, CO 80435. I, the undersigned, am at least 21 years of age and am a local resident, land or homeowner, employee, or manager of a business located within Keystone.

Signatures

1. Name: Elissa Slezak on 2020-04-16 14:56:38
Comments:

2. Name: Kate Hanson on 2020-04-16 18:12:37
Comments: I fully support this new establishment coming to the Keystone area. It will be a great addition and desperately needed!

3. Name: Leanne Shaw on 2020-04-16 18:41:31
Comments:

4. Name: Carlin Shotts on 2020-04-16 18:55:23
Comments:

5. Name: Sarah schwartz on 2020-04-16 19:08:50
Comments: This would be so great!!!!

6. Name: Kim Andersen on 2020-04-16 19:09:56
Comments:

7. Name: Alli Langley on 2020-04-16 19:12:35
Comments:

8. Name: Jesse Mace on 2020-04-16 19:57:02
Comments:

9. Name: Alison Cofer Rybak on 2020-04-16 19:58:22
Comments: Yay Elissa!

10. Name: Sarah Carney on 2020-04-16 20:04:36
Comments: This will be a great addition to our community!

11. Name: Jonathan Geurts on 2020-04-16 20:26:09
Comments:

12. Name: Carrie Benefiel on 2020-04-16 21:01:51
Comments: Amazing!

13. Name: Paige Singer on 2020-04-16 21:19:15
Comments:

14. Name: Ruth Carroll on 2020-04-16 22:22:37
Comments: I know these two people and they'll be great business owners - good and compassionate bosses and they'll be a valuable asset to this busy area of the County.
-
15. Name: Jake Kay on 2020-04-16 22:24:21
Comments: I live in Montezuma and would love a great spot nearby to grab a coffee in the morning and a beer in the evening. Run by these two, this would no doubt add to quality of life in the area
-
16. Name: Dave Greenberg on 2020-04-16 22:56:38
Comments:
-
17. Name: Nathan Skiba on 2020-04-17 00:03:28
Comments: Love this idea!
-
18. Name: Christian T Nelson on 2020-04-17 00:34:54
Comments:
-
19. Name: Ashley Nettles on 2020-04-17 02:22:02
Comments:
-
20. Name: Gary Miller on 2020-04-17 03:14:47
Comments: I approve the Petition, good folks.
-
21. Name: Mike Mastrobuono on 2020-04-17 03:47:35
Comments: Can't wait for this business!!!
-
22. Name: Paula Samuelson on 2020-04-17 03:52:29
Comments: I believe that this business will fill a much needed food and beverage gap in the growing Keystone community.
-
23. Name: Patty Stretton on 2020-04-17 04:11:35
Comments:
-
24. Name: Corrine on 2020-04-17 04:22:05
Comments:
-
25. Name: Katie Latek on 2020-04-17 04:23:50
Comments:
-
26. Name: Hannah Ohlson on 2020-04-17 04:33:01
Comments:
-

27. Name: Gabrielle Abell on 2020-04-17 04:38:24
Comments:
-
28. Name: Denny Weber on 2020-04-17 04:38:37
Comments:
-
29. Name: Dave Miller on 2020-04-17 12:34:12
Comments:
-
30. Name: Brandie Gruidl on 2020-04-17 13:22:27
Comments:
-
31. Name: Tyler Mitchell on 2020-04-17 13:29:00
Comments:
-
32. Name: Rebecca Larson on 2020-04-17 15:30:54
Comments: Excited for your new company. Good luck.
-
33. Name: Alida Toth on 2020-04-17 15:53:29
Comments:
-
34. Name: Elle Willson on 2020-04-17 15:56:19
Comments: This would be fantastic addition for Keystone! Cheers & Blessings to you & your business!
-
35. Name: grace mansen on 2020-04-17 16:20:43
Comments:
-
36. Name: David Koch on 2020-04-17 16:23:54
Comments: Will be a welcome addition to our community!
-
37. Name: Nini Koch on 2020-04-17 16:24:04
Comments: Great !
-
38. Name: Joe Rooney on 2020-04-17 16:51:03
Comments: Keystone needs another coffee shop!
-
39. Name: Gena Tadewald on 2020-04-17 16:54:10
Comments:
-
40. Name: Ken Tadewald on 2020-04-17 17:33:27
Comments:

-
41. Name: Ziad Haydar on 2020-04-17 18:03:35
Comments: Keystone needs more!
-
42. Name: Tim and Lori Antolovic on 2020-04-17 18:06:55
Comments: We are owners in RiverRun townhomes and are in full support. Let us know if you need anything else.
-
43. Name: Valerie Thisted on 2020-04-17 18:22:02
Comments: Cheers to small businesses!
-
44. Name: Bill Bergman- the Younger on 2020-04-17 18:26:54
Comments:
-
45. Name: Julieanne Gilchrist on 2020-04-17 19:17:27
Comments: Keystone is in need of more in-town food establishments. Happy they want to open.
-
46. Name: michela caruso on 2020-04-17 19:51:22
Comments:
-
47. Name: Leslie Gerhardt on 2020-04-17 20:22:29
Comments:
-
48. Name: Andy Grolnick on 2020-04-17 22:07:03
Comments:
-

BOARD OF COUNTY COMMISSIONERS
APRIL 28, 2020
PLANNING CASE #PLN19-148: PRELIMINARY PLAT
CLASS 5
PUBLIC HEARING

PROJECT INFORMATION:

Location: A-Lift Neighborhood, Copper Mountain Resort; Lot 2B, Copper Mountain East Neighborhood Subdivision

Request: A request for preliminary plat to subdivide 7.7 acres of land at the A-Lift Neighborhood at Copper Mountain into 5 single-family lots, 3 townhouse tracts, 1 hotel/condo tract, 1 road tract, 3 open space parcels, and 2 remainder parcels; Lot 2B, Copper Mountain East Neighborhood Subdivision, zoned Parcel 32, Copper Mountain PUD

ISSUES:

None

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended on a 6-0 vote that the BOCC approve this request with the addition of 1 condition clarifying building height on plat note 17; this has been added to the draft plat notes.

RESOLUTION STATUS:

Draft Resolution Attached

STAFF RECOMMENDATION:

Approval with 6 findings and 0 conditions

ATTACHMENTS

Attachment A: Proposed Plat

Attachment B: Feasibility Study

Attachment C: Plans

Attachment D: Draft: Preservation of Association Maintenance and Site Improvements Agreement

Attachment E: Draft Plat Notes

Attachment F: Public Comment Received



STAFF REPORT

TO: Ten Mile Planning Commission
FROM: Jessica Potter, Senior Planner
FOR: Meeting of April 9, 2020
SUBJECT: Planning Case PLN19-148, A-Lift Preliminary Plat for Subdivision
APPLICANT: Mike Anderson, Continued Copper, LLC & Graeme Bilenduke, Powdr-Copper
OWNER: Powdr - Copper Participation LLC
REQUEST: A request for preliminary plat to subdivide 7.7 acres of land at the A-Lift Neighborhood at Copper Mountain into 5 single-family lots, 3 townhouse tracts, 1 hotel/condo tract, 1 road tract, 3 open space parcels, and 2 remainder parcels; Lot 2B, Copper Mountain East Neighborhood Subdivision, zoned Parcel 32, Copper Mountain PUD.

PROJECT DESCRIPTION

Location: A-Lift Neighborhood, Copper Mountain Resort
Legal Description: Lot 2B, Copper Mountain East Neighborhood Subdivision
Existing Zoning: Copper Mountain PUD, Parcel 32
Proposed Use: Residential, Hotel, Commercial, Resort Support, and Open Space (5 single-family lots, 3 townhome tracts, 1 condo/hotel tract, 1 road tract, 3 open space tracts, and 2 remainder tracts)
Other Uses: None
Total site area: 165.5 acres
Adjacent land uses:
East: Golf Course / Private Open Space / Ski Area Operations
West: Golf Course / Private Open Space / Ski Area Operations
North: Golf Course / Private Open Space / Ski Area Operations
South: Golf Course / Private Open Space / Ski Area Operations

DEVELOPMENT REQUIREMENTS

	Required	Proposed
Density limit:	Max. 72 EUs	Anticipated Approx. 70 EUs
Lot size (minimum):	N/A	Single-Family Lots: 0.24 – 0.4 acres Townhome Tracts: 0.36 – 0.62 acres Hotel/Condo Tract: 3.56 acres

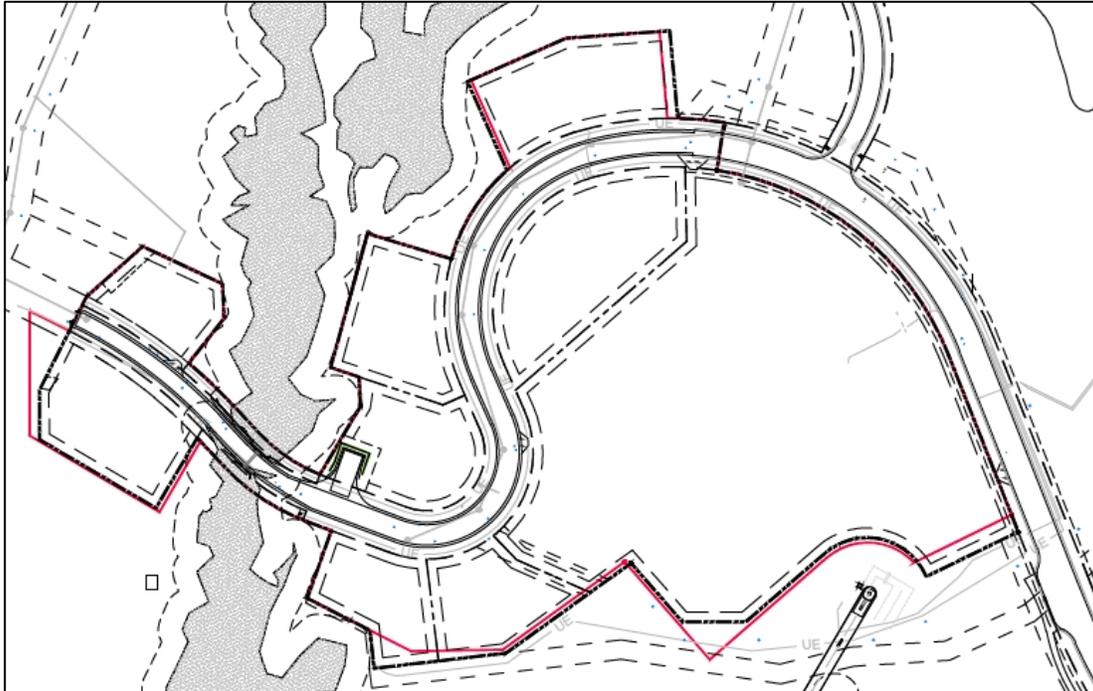
BACKGROUND

The Board of County Commissioners (BOCC) approved a major amendment to the Copper Mountain PUD (PLN18-078) on July 9, 2019 in order to facilitate a more intense development in the A-Lift Neighborhood (PUD Parcel 32) at Copper Mountain. Prior to the rezoning, the PUD contemplated 12 single-family homes at this site; the approval transferred density within the PUD to the A-Lift Neighborhood, modified development triggers, increased the parcel size, and

modified the permitted use in order to accommodate a hotel with a commercial component, condominiums, townhomes, and single-family lots.

The planning process for the PUD Amendment included a high level of detail showing a conceptual layout of the individual lots and tracts, and the current subdivision request is nearly identical to the plan presented at zoning. The following graphic illustrates the conceptual boundary of the subdivision presented at rezoning, shown in red, compared with the current proposal outlined in black.

Figure 1: Development Boundary Comparison



Whereas the PUD amendment analyzed development standards such as density, use, height, road standards, trail connectivity, and development triggers, the scope of the subdivision request evaluates proposed subdivision boundary, lot configuration, development constraints, utility availability and easements, and legal subdivision documents.

The A-Lift Neighborhood Subdivision will comprise 7.7 acres including 5 single-family lots, 3 townhome tracts planned to accommodate 10 townhomes, a hotel/condo tract planned to accommodate approximately 53 hotel rooms and 21 condo units, and 1 road tract; however it is being subdivided from a much larger 165 acre parcel – Lot 2B, Copper Mountain East Neighborhood Subdivision. The following page shows pages 2 and 3 of the plat, also included as Attachment A. Page 2 shows the extent of the parent parcel, the A-Lift Neighborhood Subdivision, the 3 open space tracts, and the two remainder tracts being created by this plat. Page 3 of the plat shows the A-Lift Neighborhood Subdivision in greater detail. A conceptual layout of the proposal is included in Attachment B to illustrate how development may occur in the A-Lift Neighborhood and demonstrate that the density planned by the developer can be accommodated on the property; however, it does not for instance, show final location for any structures as that will be reviewed during subsequent site plan approvals.

Ten Mile Planning Commission Meeting

The Ten Mile Planning Commission reviewed this request at their April 9, 2020 meeting. They voted 6-0 to recommend that the BOCC approve this request with the modification of a plat note clarifying that both the Fire Department's height restrictions of 30' measured using the 2018 Fire Code and the PUD's height restriction of 35' as measured per the Land Use and Development Code will apply to these homes. Both regulations already applied, the portion concerning the PUD was added for clarity and is underlined below. The applicant is supportive of this addition. Draft language, with additions underlined, is copied below and once final agreement is reached will be included for the Final Plat submission.

17. THE SINGLE-FAMILY DWELLINGS ON LOT 1 AND LOT 2 SHALL NOT EXCEED 30' IN HEIGHT AS MEASURED PER THE 2018 INTERNATIONAL FIRE CODE AND SHALL BE FURNISHED WITH THE SPRINKLER SYSTEM PER NFPA 13D. ALL IMPROVEMENTS ON THESE LOTS ARE ALSO SUBJECT TO THE HEIGHT STANDARDS PER THE COPPER MOUNTAIN PUD. THE CROSS-HATCHED AREAS ON LOTS 1 AND 2 ARE NON-DISTURBANCE AREAS WITHIN WHICH NO SITE DISTURBANCE IS PERMITTED AND SUCH AREAS SHALL BE PROTECTED WITH CONSTRUCTION FENCING OR SIMILAR MEANS DURING THE CONSTRUCTION ON SUCH LOTS.

The Commission also discussed the addition of a plat note clearly stating that a gate will not be permitted in this subdivision. The commission did not reach consensus about adding a plat note; however, following the meeting Staff and the applicant reached agreement on including a prohibition on a gate. Draft language, with additions underlined, is copied below and once final agreement is reached will be included for the Final Plat submission. For reference, the Road Tract, is depicted on page 8 of this report as "Road Segment C".

11. THE "ROAD TRACT" WILL BE GRANTED IN FEE SIMPLE TO THE ASSOCIATION AS A GENERAL COMMON ELEMENT PURSUANT TO THE TERMS OF THE DECLARATION. THERE ARE HEREBY GRANTED PERPETUAL NONEXCLUSIVE EASEMENTS IN THE ROAD TRACT FOR (A) THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES, (B) EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS, AND (C) PUBLIC NON-MOTORIZED ACCESS. THE OWNER OF THE ROAD TRACT MAY UTILIZE SUCH TRACT SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW. THE OWNER OF THE ROAD TRACT MAY USE SIGNAGE OR OTHER DESIGN FEATURES TO IDENTIFY ALLOWED USES AND USERS; HOWEVER, GATES OR OTHER BARRICADES SHALL NOT BE ALLOWED.

CRITERIA FOR DECISION

The Criteria of Approval for a Preliminary Plat are contained in Section 8252.01 of the Summit County Land Use and Development Code:

- A. The proposed subdivision is consistent with the Zoning Regulations applicable to the property.
- B. The proposed subdivision is consistent with the Subdivision Regulations applicable to the property.
- C. The proposed subdivision is in general conformance with the goals, policies/actions and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans in accordance with Section 8004 of the Subdivision Regulations.
- D. The applicant has provided evidence that provisions can be made for a water supply that is sufficient in terms of quantity, quality and dependability to provide an appropriate supply of water for the type of subdivision proposed.

- E. The applicant has provided evidence to establish that, if a public wastewater treatment system is proposed, provision has been made for such system, and if onsite wastewater treatment is proposed, results from soil testing has been provided which demonstrate that wastewater treatment systems would comply with state and local laws and regulations in effect at the time of submission of the preliminary plat.
- F. The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed uses of these areas are compatible with such conditions.
- G. The applicant has provided evidence that all lots and parcels created by the subdivision will have access to the County road system and to the State highway system in conformance with the State access code.

A: Consistency with Zoning

Development Constraints:

During the PUD Amendment process, impacts to land with development constraints, specifically wetlands, wetland setbacks, and slopes of over 30% were analyzed in detail. The rezoning provisions in the Code (Section 3202.02) require that development constraints are avoided, and if avoidance is impractical, disturbance may be permitted based on master plan policy goals, however, impacts must be minimized and mitigated. Accordingly, the PUD contains provisions for disturbance to slopes over 30% and wetlands and wetland setback. Those provisions are presented below:

Overall Neighborhood Design Provisions

(a) Site Development

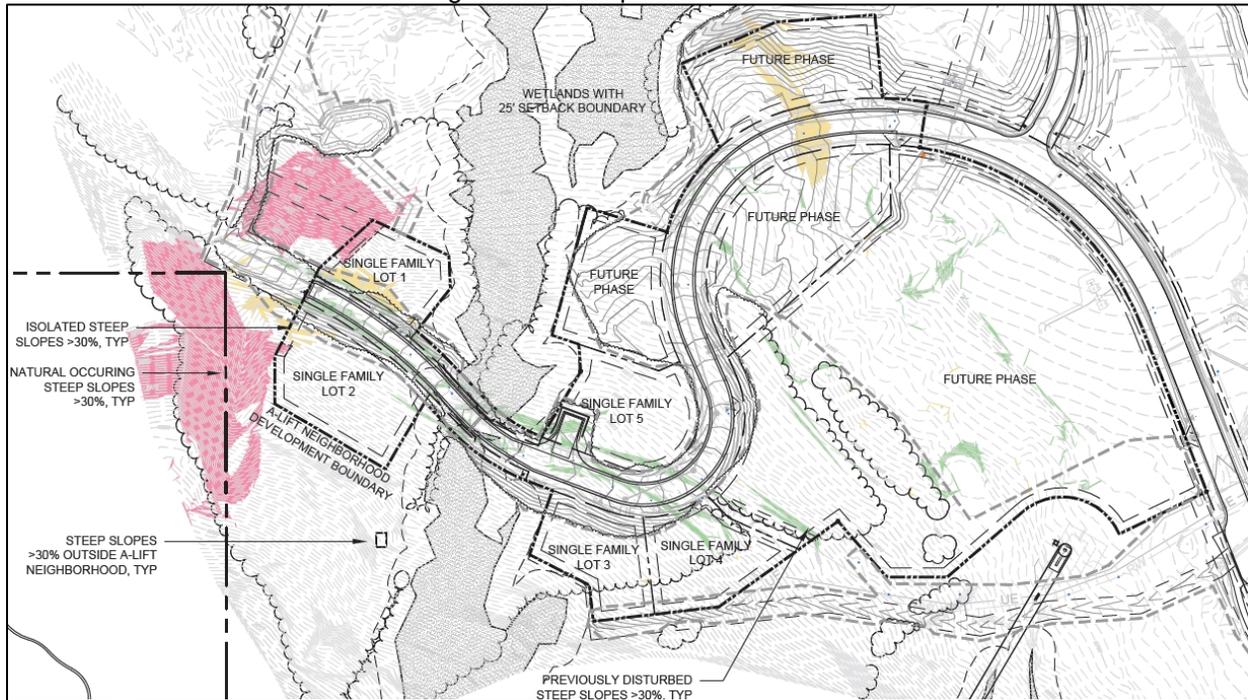
- a. Disturbance to isolated, previously disturbed, or man-made slopes over 30% will be permitted if engineered slope stabilization measures and erosion prevention measures are implemented to the satisfaction of the County.
- d. Wetland and wetland setback disturbance shall be minimized in accordance with an approved wetland mitigation plan. A bottomless culvert shall be included in the road design for access to the single-family homes.

The figure below depicts wetlands shaded in gray and slopes of over 30% categorized in accordance with subsection above. The area shaded in pink are naturally occurring slopes over 30% where disturbance is avoided. There are small areas of naturally occurring slopes over 30% within the boundary of Lots 1 and 2, mostly contained within the western setback. Disturbance envelopes are shown on the plat to prohibit soil disturbance in these areas. The area shaded in orange are isolated slopes over 30%, the area shaded in green are previously disturbed slopes over 30%. Disturbance to these slopes is permitted by the PUD.

As stated during the rezoning, the applicant is proposing to disturb wetlands and the 25-foot wetland buffer. The applicant submitted a Wetland and Wetland Setback Mitigation Plan dated February 11, 2020 prepared by Claffey Ecological Consulting. The report states that the project will impact 0.035 acres of wetlands, 0.269 acres of wetland setback, and temporary construction impacts to 0.013 acres of wetland setback. These impacts will occur from the widening of Hwy 91 at the proposed new intersection, infrastructure grading, and internal road construction, primarily for the access to the Lots 1 and 2. As required by the PUD, the current wetland condition at this crossing will be improved with the addition of a bottomless culvert. The eastern boundary of Lot 2 is drawn to avoid the 25-foot wetland buffer at final wetland condition. According to the report, 0.13 acres of wetlands and 0.28 acres of wetland setback will be

reestablished. The primary mitigation site is near Hole 10 of the golf course on the south edge of Guller Lake. The report also shows forested wetland mitigation occurring to the south and west of Tract 3. The Summit County Engineering Department has reviewed the report and has no significant concerns; plans will be reviewed in greater detail at issuance of G&E Permit. The lots have been designed to avoid development constraints in accordance with the PUD and Code.

Figure 2: Development Constrains



Setbacks / Height / Driveway Grade:

The applicant submitted a feasibility study showing conceptual layouts for the single-family homes on Lots 1 – 5 and townhomes on Tracts 2 – 4 included as Attachment B. The feasibility study demonstrates that each of the lots can be developed while maintaining compliance with Code and PUD standards for setbacks, driveway grade, and height. More detailed plans for the single-family lots, townhome and condo/hotel tracts will be reviewed during building permit or site plan review.

Density:

Per Table 2 of the PUD, the A-Lift Neighborhood (Parcel 32) is allocated 72 EUs of residential density and 11,000 square feet of commercial density. The development plan as shown, which will be further reviewed during site plan review, is compliant with the density provisions in the PUD.

Other Zoning Requirements:

Other zoning requirements such as snow storage will be reviewed and compliance ensured during site plan review for the individual lots/tracts.

B: Consistency with Subdivision Regulations

Access:

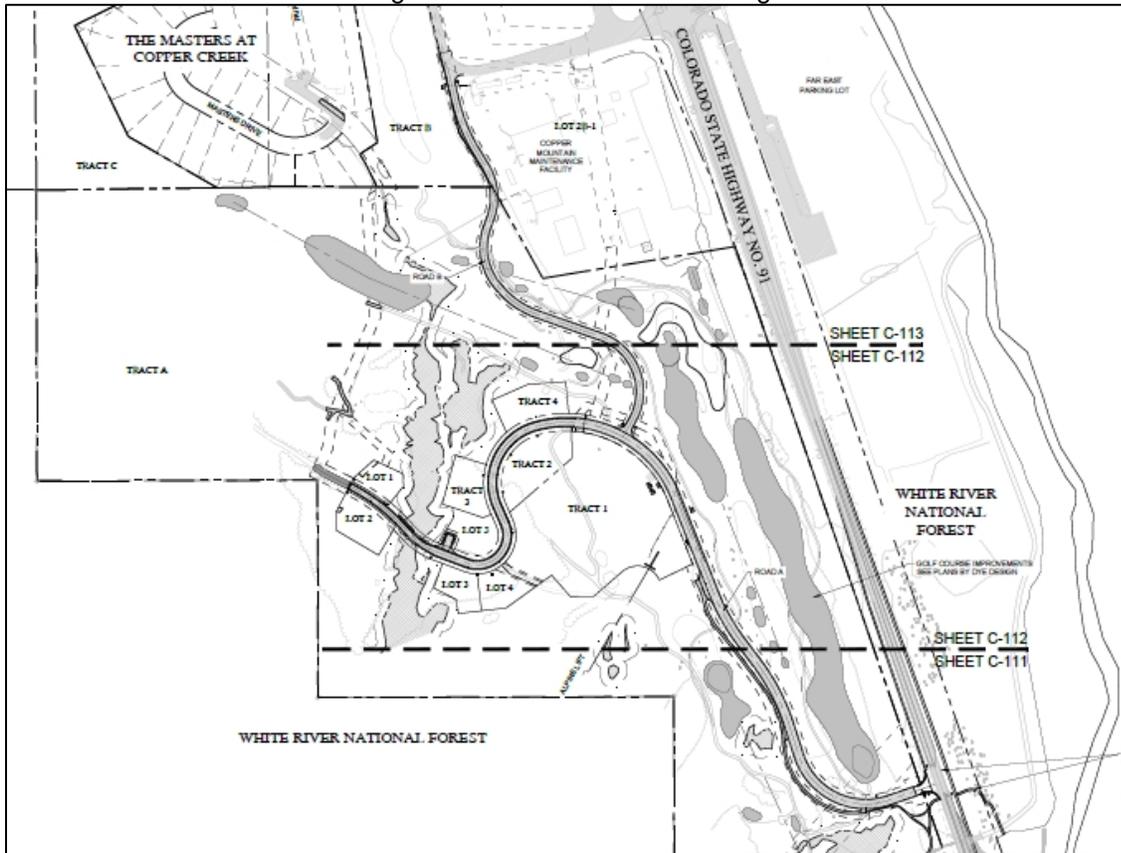
Primary access to the A-Lift Subdivision will be provided from Highway 91 via a number of easements as discussed below in additional detail. An access permit has been issued to the developer by the Colorado Department of Transportation (CDOT Permit No. 318033). The roads in the A-Lift Neighborhood will be privately owned and maintained as opposed to being dedicated to the County as right-of-way, and easements for public and emergency access will be dedicated via the plat.

A depiction of access and provisions for access in the A-Lift Neighborhood are stated in 3.F.b of the Copper PUD and are presented below:

(b) Roadway Design Standards

- a. All roads within the A-Lift Neighborhood will be privately owned and maintained, subject to public and emergency access easements.
- b. All roads within the A-Lift Neighborhood shall be designed in accordance with Section 4.2 B herein with the following exceptions:
 1. 30' minimum easement width for public and emergency access easements serving fewer than 6 homes.
 2. 40' minimum easement width for public and emergency access easement for the A-Lift Transit Road (shuttle road).
 3. 50' minimum easement width for public and emergency access easements for all other roads.
- c. Emergency turnarounds shall be provided per the International Fire Code (IFC); hammerhead turnarounds may be designed with a length of 70'.
- d. The maximum length of roads ending in emergency turnarounds shall be 1,500' as measured from the secondary means of emergency access.
- e. Driveways serving units under common area HOA maintenance are exempt from driveway spacing standards.

Figure 3: Access to the A-Lift Neighborhood



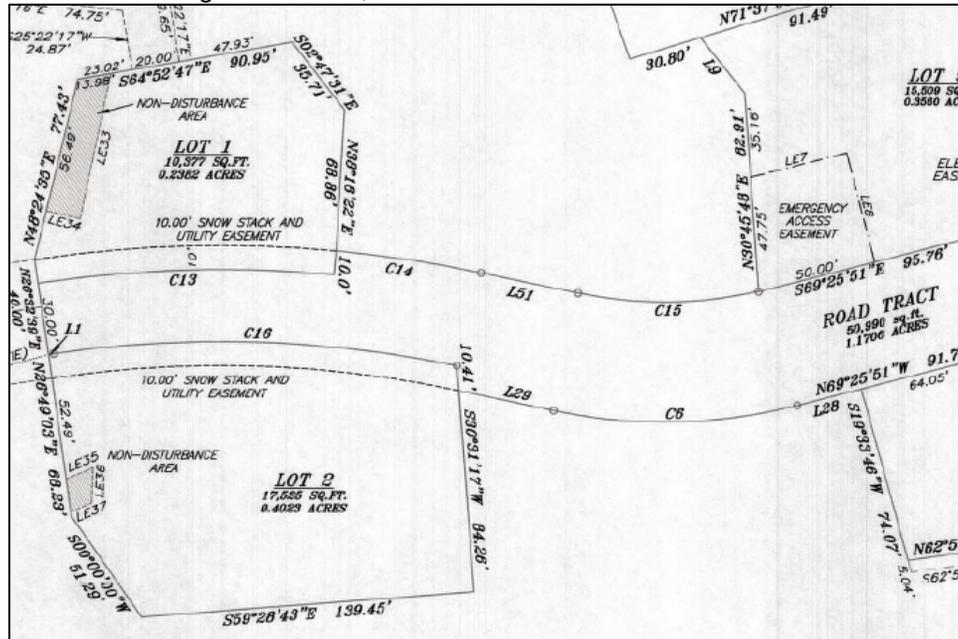
Segment A: From Hwy 91 to the Hotel/Condo Tract – Labeled on Plat as 50’ Public Access Emergency Access and Utility Easement: This is an easement for public access and emergency access through Tract A, the underlying ownership of which will be retained by Powdr-Copper. The road design, a 26-foot-paved-roadway with 2-foot-gravel-shoulders and 10 feet on either side for snow storage has been reviewed by County Engineering and Fire Department and there are no major concerns with the design. Final review will occur prior to issuance of Grading and Excavation Permit. Plat note 4 applies to this easement.

Segment B: From Segment A to the Transit Road adjacent to the Alpine Lot – Labeled on the Plat as 40’ Public Access Emergency Access and Utility Easement: During the PUD Amendment this was referred to as the “Shuttle Road” which will provide on-demand shuttle access, bicycle and pedestrian access between the A-Lift Neighborhood and the rest of the resort, as well as secondary emergency access for the subdivision. This easement allows emergency access, shuttle access, and public pedestrian access through property that will be retained by the Powdr-Copper. The proposed design, 20 feet in width inclusive of paved shoulders and 10 feet on either side of the shoulders primarily for snow storage has been reviewed by County Engineering and Fire Department and there are no major concerns with the design. Final review will occur prior to issuance of Grading and Excavation Permit. Plat note 3 applies to this easement.

Segment C: From the end of Segment A to the end of the single-family homes: This tract, labeled on the plat as Road Tract will be subdivided and separately owned by the HOA. It maintains the same 50’ width as Segment A until it narrows to 30’ whereby it only provides access to Lots 1 and 2 and the 10’ portion on either side of the tract dedicated to snow storage

and utilities is then platted as easements on Lots 1 and 2. Plat note 11 applies to the Road Tract. The road design has been reviewed by the County Engineering and the Fire Department and there are no major concerns. Final review will occur prior to issuance of Grading and Excavation Permit. A depiction of this section is presented below:

Figure 4: Lots 1, 2 and Western Extent of Road Tract



Fire Protection:

The A-Lift Subdivision will be served by Summit Fire and EMS. An easement for emergency vehicle turnaround is platted on Lot 5 (above) meeting fire department specifications, and is further addressed in plat note 8. In order to address Fire Department concerns about fire suppression on Lots 1 and 2, plat note 17 requires that the future single-family homes on Lots 1 and 2 be equipped with fire suppression sprinklers and that the structures may not exceed 30 feet in height as measured using the 2018 International Fire Code. Additionally, Summit Fire and EMS provided the developer with specifications that will be reviewed during subsequent permit applications including fire lane signage, hydrant criteria, and paving specifications.

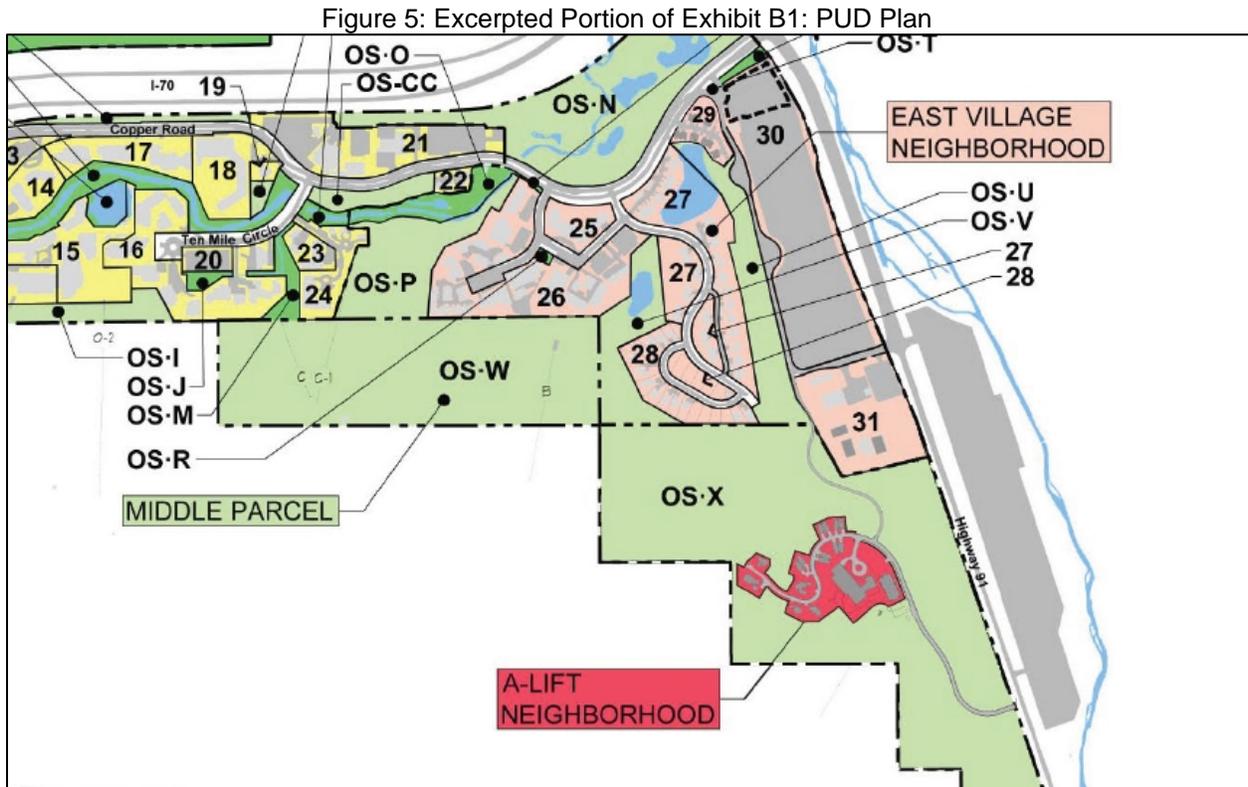
Summit Fire and EMS reviews all landscaping plans for compliance with fire mitigation requirements including defensive space requirements. During the rezoning, Colorado State Forest Service submitted referral comments that the wildfire hazard rating for the proposal is low; the Colorado State Forest Service did not reply with comments for this subdivision request which means that they do not have concerns with the proposal.

Public Use Area Fees / Trails / Open Space:

Public Use Area Fees: In accordance with the Code, Public Use Area Fees are required for new subdivisions of land in Summit County; however as stated in Section 5.4 of the Copper PUD, in light of the open space and trail dedications already required within the resort, Public Use Area Fees are not applicable within the Copper PUD.

Open Space: As required in Table 13 of the PUD, open space parcels OS-U (Tract B), OS-V (Tract C), and OS-X (Tract A) totaling 81.02 acres will be dedicated with this plat (see figure below). Plat note 19 addresses the dedication of these parcels and references the restrictions

pertaining to private open space as outlined in the PUD. Per the PUD, open space parcels OS-P, OS-W, and OS-CC will be dedicated during the subdivision of either Creekside North (Parcel 22) or Sky Chutes (Parcel 24), whichever occurs first. These open space parcels will be subdivided from Lot 2B-2 Rev-1, a 46.81 acre remainder parcel being created by this plat as well as other undeveloped adjacent parcels in order to reach the required cumulative size of 124.48 acres for these aforementioned open space parcels.



Trails: No trails are required as part of the subdivision request. Triggers for the construction of new trails were added to the PUD and contained in Exhibit P and are required prior to and as development in the A-Lift Neighborhood occurs.

Lot and Block Design Criteria:

The A-Lift Neighborhood has been designed in accordance with Section 8154 of the Code. The lots exceed the minimum 50 feet of frontage. Non-disturbance envelopes are platted on Lots 1 and 2 (see Figure 4) to ensure that there is no disturbance to slopes over 30% categorized as naturally occurring steep slopes.

Drainage:

The Summit County Engineering Department has reviewed the preliminary grading plans and drainage easements and has no significant concerns, final review will occur prior to issuance of G&E Permit. Maintenance of the drainage ditches will be the responsibility of the underlying property owner, the resort. This maintenance agreement makes logistical sense since the drainage easements are on the golf course which is maintained by the resort. Plat notes 15 and 18 address the drainage and swale easements.

Required Subdivision Documents and Plat Notes:

Maintenance of common elements is discussed in Section 8108.01 of the Code. Required documents include Covenants, Conditions, and Restrictions (CC&Rs), Preservation of Association Maintenance Responsibilities (POAMR), and a Subdivision Improvements Agreement (SIA). The CC&Rs address common area maintenance among other HOA provisions, however the County is not a party to this agreement. The County is a party to the POAMR which gives the County enforcement authority over items relating to common area maintenance or other realms of public interest such as road maintenance and repair and garbage collection. The SIA is a financial guarantee ensuring that all improvements are constructed and maintained. These documents are included as Attachment D. They have been reviewed by the County and are in final draft form, they will be subject to final review by the County Attorney's Office prior to approval.

The plat notes have been reviewed by the County and are in final draft form, they will be subject to final review by the County Attorney's Office prior to approval. They are included as Attachment E.

The documents discussed above, the SIA, POAMR, CC&Rs, and well as any other plat-related document concerning maintenance between the HOA/developer and Powder-Copper, such as maintenance of drainage ditches, shall be recorded prior to the plat. This will be a recommended condition of the forthcoming final plat request, it noted now for documentation purposes.

Surveying Standards

The County Surveyor reviewed the plat and provided comments that per Colorado Statute, the exterior of the subdivision shall be monumented prior to recording the plat. This will be a recommended condition of approval for the forthcoming final plat request, it is noted now for documentation purposes.

C: General Conformance with the Master Plans

This request for subdivision is in conformance with the Summit County Comprehensive Plan, the Ten Mile Master Plan, and the Copper Mountain Subbasin Plan contained with the Ten Mile Master Plan. Relevant policies, actions, and goals relating to mapping and minimizing impacts to areas with development constraints, ensuring appropriate density for the A-Lift neighborhood, and ensuring that the subdivision is located in an areas defined as urban in the land use map are included below.

Comprehensive Plan

Environmentally Sensitive Areas:

Goal A. Protect and preserve environmentally sensitive areas.

Policy/Action 1. Environmentally sensitive areas should be identified, mapped, and protected to the greatest extent possible.

Ten Mile Master Plan

Land Use:

Goal A: Policy/Action 1. Locate urban development only within defined Urban Areas in the Basin, as identified on the Basin Land Use Map.

Copper Mountain Subbasin Plan

A-Lift Neighborhood

Goal F. Allow limited residential, commercial and hotel uses in the A-Lift Neighborhood that complement the Neighborhood's recreational amenities.

Policy/Action 1. The A-Lift Neighborhood should have a lower intensity of land uses than the Village Center and East Village Neighborhoods.

Policy/Action 4. Residential development may include condominiums, townhomes, duplexes and single-family units.

D & E: Water and Sewer availability and adequacy to support to the project

The Copper Mountain Consolidated Metropolitan District (CMCMD) submitted a letter dated January 15, 2020 that water and wastewater demands for the A-Lift Neighborhood can be met by the CMCMD. The district has reviewed the plans for water and sewer easements and infrastructure and has no concerns. Infrastructure plans will be further reviewed during G&E Permit submittal and review.

F: Soil / Topographic concerns addressed

The Colorado Geologic Survey (CGS) provided comments in review of this application. Their initial comments during rezoning stated concerns related to potential slope instability. In response, the applicant subsequently submitted two reports prepared by CTL Thompson, a *Revised Geology and Geologic Hazards Assessment* dated January 22, 2020 and *Comments Regarding Proposed Development and Steep Slopes* dated January 11, 2019. CGS reviewed the reports and submitted comments dated December 9, 2019 that they do not object to this subdivision. Specifically stating that “provided CTL Thompson’s recommendations are adhered to, CGS has no objection to preliminary plat approval.” In their referral comments, CGS did express caution that “events or changes that reduce vegetation on the slopes above the site, such as through wildfire, disease, clear-cutting, grading or other disturbance, may increase the debris flow/debris hazard and potential slope instability and may trigger a need for additional hazard evaluation.”

This concern has been documented in this report, and geotechnical conditions will continue to be evaluated as part of site plan, and permit review. Changes that might occur after any approvals should be monitored by property owners and/or the resort owner for potential impacts.

G: Access to the County Road System and State Highway System

The applicant provided a copy of their Colorado Department of Transportation (CDOT) State Highway Access Permit (No. 318033) dated June 13, 2018 as well as an updated letter from CDOT extending that approval to June 13, 2020. This provides legal access to the state highway system including the authority to construct a full movement intersection with deceleration lanes on Highway 91 to serve the A-Lift Neighborhood. Construction may not proceed until a Notice to Proceed is issued by CDOT.

DISCUSSION / ISSUES

The public hearing for this request occurred during the COVID-19 outbreak of 2020. Noticing to adjacent property owners and signs posted on the subject property included an update that the meeting would occur remotely and for interested parties to check the Planning Department’s website or contact the planner for additional details.

STAFF RECOMMENDATION

Staff recommends that the Board of County Commissioners approve the request with the following findings and no conditions:

Findings:

1. The A-Lift Neighborhood subdivision request is compliant with zoning regulations applicable in the Copper PUD and Code, including but not limited to density and development constraints.
2. The A-Lift Neighborhood subdivision request is compliant with subdivision regulations including access, drainage, and fire protection.
3. The request is in general conformance with Countywide Comprehensive Plan, the Ten Mile Master Plan and the Copper Mountain Subbasin Plan including but not limited to land use, density, and environmentally sensitive areas.
4. The Copper Mountain Consolidated Metropolitan District will serve the A-Lift Neighborhood and they have submitted documentation that they can meet the projected demands.
5. There are no areas of geologic concern within the proposed subdivision; the Colorado Geologic Survey submitted a referral letter that they do not have objections to the proposal.
6. The A-Lift Subdivision will have access to the state highway system and county road system; CDOT has issued an access permit to construct a new intersection on Highway 91 to serve the subdivision.

A-LIFT NEIGHBORHOOD

A RESUBDIVISION OF LOT 2B

ACCORDING TO, A LOT LINE ADJUSTMENT PLAT OF LOT 2B, COPPER MOUNTAIN EAST NEIGHBORHOOD SUBDIVISION AND A PORTION OF LOT 1, COPPER MOUNTAIN FILING 5 - PHASE 1 EMBRACING PORTIONS OF SECTIONS 29, 30, AND 32, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE 6th P.M. SUMMIT COUNTY, COLORADO
SHEET 1 of 4

OWNER'S CERTIFICATE:

KNOW ALL PERSONS BY THESE PRESENTS THAT: POWDR-COPPER PARTICIPATION LLC, THE OWNER OF THE LAND DESCRIBED AS FOLLOWS:

LOT 2B, A RESUBDIVISION OF LOT 2B, ACCORDING TO A LOT LINE ADJUSTMENT PLAT OF LOT 2B, COPPER MOUNTAIN EAST NEIGHBORHOOD SUBDIVISION AND A PORTION OF LOT 1, COPPER MOUNTAIN FILING 5 - PHASE 1, A SUBDIVISION AS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER FOR SUMMIT COUNTY ON JULY 14th, 2017 AT RECEPTION No. 11462008. DESCRIBED PARCEL CONTAINING 7,308,520 SQ. FT. OR 166.4849 ACRES, MORE OR LESS.

HAVING LAID OUT, SUBDIVIDED AND PLATTED THE SAME INTO LOTS, TRACTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF "A-LIFT NEIGHBORHOOD, A RESUBDIVISION OF LOT 2B COPPER MOUNTAIN EAST NEIGHBORHOOD SUBDIVISION" AND BY THESE PRESENTS, DO HEREBY SET APART AND DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL OF THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND PLACES AS SHOWN HEREON AND HEREBY DEDICATE THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.

IN WITNESS WHEREOF POWDR-COPPER PARTICIPATION LLC HAS CAUSED ITS NAME TO HEREUNTO BE SUBSCRIBED.

THIS _____ DAY OF _____, A.D., 2020.

BY DUSTIN LYMAN, PRESIDENT/CM
POWDR-COPPER PARTICIPATION LLC

ACKNOWLEDGEMENT:

STATE OF COLORADO)
COUNTY OF SUMMIT) SS

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 2020
BY DUSTIN LYMAN, PRESIDENT/CM OF POWDR-COPPER PARTICIPATION LLC

WITNESS MY HAND AND OFFICIAL SEAL.

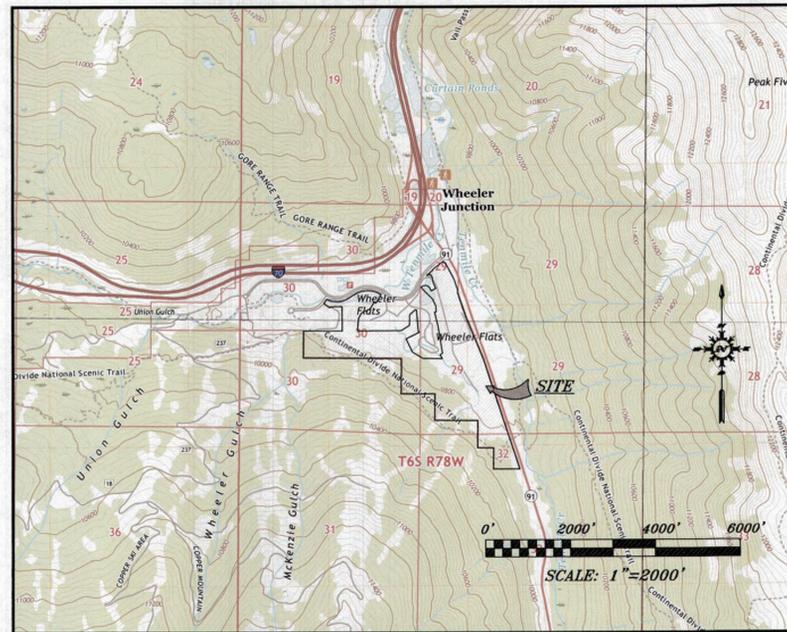
NOTARY PUBLIC
MY COMMISSION EXPIRES:

APPROVAL BY CHAIR OF THE BOARD OF COUNTY COMMISSIONERS:

THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, DOES HEREBY

APPROVED THIS PLAT, AT A MEETING HELD ON THIS _____ DAY OF _____, 2020, AND HEREBY ACCEPTS DEDICATION OF PUBLIC RIGHTS-OF-WAY, UTILITY EASEMENTS, AND OTHER PUBLIC AREAS AS SHOWN HEREON. ACCEPTANCE OF PUBLIC RIGHTS-OF-WAY FOR STREETS OR ROADS DOES NOT CONSTITUTE ACCEPTANCE FROM MAINTENANCE PURPOSES CONSTRUCTED THEREIN. THE PROCEDURE FOR ACCEPTANCE OF ROADS FOR MAINTENANCE PURPOSES SHALL BE AS STATED IN THE SUMMIT COUNTY ROAD & BRIDGE DESIGN AND CONSTRUCTION STANDARDS OR SUCH REGULATIONS AS SHALL BE ADOPTED IN LIEU OF THE SUMMIT COUNTY ROAD & BRIDGE DESIGN AND CONSTRUCTION STANDARDS.

CHAIR



PLAT NOTES:

1. THE OWNERSHIP, USE, AND OPERATION OF THE LOTS AND TRACTS DEPICTED ON THIS PLAT WITHIN THE A-LIFT NEIGHBORHOOD (I.E. LOTS 1-5, TRACTS 1-4 AND THE ROAD TRACT) WILL BE GOVERNED BY, AND SUBJECT TO, THE TERMS AND CONDITIONS OF THAT CERTAIN PLANNED COMMUNITY DECLARATION FOR A-LIFT COMMUNITY (THE "DECLARATION") RECORDED AFTER THIS PLAT IN THE REAL PROPERTY RECORDS OF SUMMIT COUNTY. THE DECLARATION SETS FORTH VARIOUS RIGHTS AND RESPONSIBILITIES FOR OWNERS AND USERS OF PROPERTY THAT IS SUBJECT TO THE TERMS OF THE DECLARATION AND REFERENCE TO THE DECLARATION IS HEREBY MADE FOR FURTHER INFORMATION REGARDING THE FOREGOING. THE REAL PROPERTY SUBJECT TO THIS PLAT MAY BE SUBJECT TO OTHER COMMON INTEREST COMMUNITIES CREATED BEFORE OR AFTER THE DATE OF THIS PLAT. THE OPEN SPACE TRACTS ESTABLISHED AS DESCRIBED IN NOTE 19 BELOW ARE NOT SUBJECT TO THE DECLARATION.
2. THE DECLARATION SETS FORTH VARIOUS SPECIAL RESERVED DECLARANT AND DEVELOPMENT RIGHTS IN FAVOR OF THE "DECLARANT" (AS DEFINED IN THE DECLARATION), INCLUDING, WITHOUT LIMITATION, THE RIGHT OF DECLARANT TO ADD, WITHDRAW, AND FURTHER SUBDIVIDE PROPERTY SUBJECT TO THE TERMS OF THE DECLARATION. UNTIL A LOT OR TRACT IS CONVEYED TO A PARTY WHO IS NOT DECLARANT OR IS OTHERWISE CONVEYED OR DEDICATED TO THE A-LIFT COMMUNITY ASSOCIATION, INC. (THE "ASSOCIATION") AS A COMMON ELEMENT, SUCH LOT OR TRACT SHALL BE SUBJECT TO ALL OF THE DEVELOPMENT RIGHTS RESERVED TO DECLARANT SET FORTH IN ARTICLE XVI OF THE DECLARATION.
3. THE EASEMENT AREA DESCRIBED HEREON AS "40.00' PUBLIC ACCESS, EMERGENCY ACCESS AND UTILITY EASEMENT" IS HEREBY DEDICATED AS PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE FOLLOWING PURPOSES: (A) PUBLIC PEDESTRIAN AND BICYCLE INGRESS AND EGRESS; (B) EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS; AND (C) THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES. SUCH NON-EXCLUSIVE EASEMENT AREAS ARE NOT BEING DEDICATED AS SEPARATE PUBLIC RIGHTS-OF-WAY AND THE OWNER OF THE LAND ON WHICH SUCH EASEMENTS ARE LOCATED RETAINS THE RIGHT TO USE SUCH LAND SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO APPLICABLE PROVISIONS OF THE COPPER PUD AND ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW. MAINTENANCE OF SUCH EASEMENT AREAS SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION AS FURTHER DESCRIBED BELOW.
4. THE EASEMENT AREA DESCRIBED HEREON AS "50.00' PUBLIC ACCESS, EMERGENCY ACCESS AND UTILITY EASEMENT" IS HEREBY DEDICATED AS PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE FOLLOWING PURPOSES: (A) PUBLIC PEDESTRIAN AND BICYCLE INGRESS AND EGRESS; (B) EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS; AND (C) THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES. SUCH NON-EXCLUSIVE EASEMENT AREAS ARE NOT BEING DEDICATED AS SEPARATE PUBLIC RIGHTS-OF-WAY AND THE OWNER OF THE LAND ON WHICH SUCH EASEMENTS ARE LOCATED RETAINS THE RIGHT TO USE SUCH LAND SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW. MAINTENANCE OF SUCH EASEMENT AREAS SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION AS FURTHER DESCRIBED BELOW.
5. SUMMIT COUNTY SHALL RETAIN THE RIGHT TO ENFORCE ALL APPLICABLE RULES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO PROHIBITIONS ON PARKING WITHIN THE ACCESS EASEMENTS AND OTHER TRAFFIC RELATED OFFENSES, IN ALL DEDICATED PUBLIC ACCESS EASEMENTS, INCLUDING THE ROAD TRACT.
6. THE ASSOCIATION SHALL MAINTAIN THE DEDICATED PUBLIC ACCESS EASEMENTS DESCRIBED IN NOTES 3 AND 4 ABOVE IN A MANNER AND TO A GENERAL LEVEL OF SERVICE CONSISTENT WITH OR BETTER THAN ALL OTHER PUBLIC ROADWAYS IN COPPER MOUNTAIN. IF THE ASSOCIATION FAILS TO PROVIDE AN EQUIVALENT QUALITY OF SERVICE, THE COUNTY RESERVES THE RIGHT TO PERFORM SUCH MAINTENANCE AND SHALL BE RECOMPENSATED BY THE ASSOCIATION FOR THE COST OF PROVIDING SAID SERVICES. PRIOR TO THE COUNTY PERFORMING ANY SUCH MAINTENANCE, IT SHALL FIRST PROVIDE WRITTEN NOTICE TO THE ASSOCIATION OF THE OBSERVED DEFICIENCY IN THE LEVEL OF SERVICE BEING PROVIDED BY THE ASSOCIATION AND GIVE THE ASSOCIATION A REASONABLE PERIOD OF TIME TO CURE SUCH DEFICIENCY.
7. THE EASEMENT AREA DESCRIBED HEREON AS "30' EMERGENCY ACCESS EASEMENT" EXTENDING TO COPPER ROAD (CR 1190) IS HEREBY GRANTED AS A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE FOLLOWING PURPOSES: (A) EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS; AND (B) THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES. SUCH NON-EXCLUSIVE EASEMENT AREA IS NOT BEING DEDICATED AS A SEPARATE PUBLIC RIGHT-OF-WAY AND THE OWNER OF THE LAND ON WHICH SUCH EASEMENT IS LOCATED RETAINS THE RIGHT TO USE SUCH LAND SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW. MAINTENANCE OF SUCH EASEMENT AREA SHALL BE THE RESPONSIBILITY OF THE UNDERLYING LANDOWNER OR REMOVED SUCH LANDOWNER MAY CONTRACT WITH FOR SUCH PURPOSES.
8. THE "EMERGENCY ACCESS EASEMENT" DESIGNATED HEREON WITHIN LOT 5 IS HEREBY DEDICATED AS A PERPETUAL, NON-EXCLUSIVE EASEMENT TO PROVIDE FIRE TRUCKS AND OTHER EMERGENCY VEHICLES WITH A TURN-AROUND POINT. THE ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE AND SNOW PLOWING OF SUCH EMERGENCY ACCESS EASEMENT. THE OWNER OF LOT 5 RETAINS THE RIGHT TO USE SUCH EASEMENT SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW.
9. THE "25.00' UTILITY EASEMENT" ALONG THE COMMON BOUNDARY OF TRACT 1 AND LOT 4 IS HEREBY GRANTED AS A PERPETUAL NONEXCLUSIVE EASEMENT FOR: (A) THE OWNER AND OPERATOR OF THE COPPER MOUNTAIN SKI RESORT FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXTENSION OF AN UNDERGROUND RAW WATER LINE FOR SNOW MAKING PURPOSES; AND (B) TO THE APPLICABLE UTILITY PROVIDERS OR PRIVATE USERS FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UNDERGROUND POWER AND COMMUNICATIONS LINES. THE OWNERS OF TRACT 1 AND LOT 4 RETAIN THE RIGHT TO USE SUCH EASEMENT AREA SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW.
10. THE "15.00' PRIVATE TRAIL EASEMENT" WITHIN TRACT 1 ADJACENT TO LOT 4 IS HEREBY GRANTED TO THE ASSOCIATION AS A PERPETUAL PRIVATE, NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND SKI ACCESS PURPOSES FOR THE BENEFIT OF THE ASSOCIATION AND ITS MEMBERS. SUCH EASEMENT INTEREST SHALL BE A "GENERAL COMMON ELEMENT" PURSUANT TO THE DECLARATION. THE OWNER OF TRACT 1 RETAINS THE RIGHT TO USE SUCH EASEMENT AREA SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW.
11. THE "ROAD TRACT" WILL BE GRANTED IN FEE SIMPLE TO THE ASSOCIATION AS A GENERAL COMMON ELEMENT PURSUANT TO THE TERMS OF THE DECLARATION. THERE ARE HEREBY GRANTED PERPETUAL NONEXCLUSIVE EASEMENTS IN THE ROAD TRACT FOR (A) THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES; (B) EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS; AND (C) PUBLIC NON-MOTORIZED ACCESS.
12. WITHOUT LIMITING THE FOREGOING, THE ROADS AND ASSOCIATED ACCESS IMPROVEMENTS WITHIN THE AREAS ON THIS PLAT IDENTIFIED AS THE "ROAD TRACT", "40.00' PUBLIC ACCESS, EMERGENCY ACCESS AND UTILITY EASEMENT", AND "50.00' PUBLIC ACCESS, EMERGENCY ACCESS AND UTILITY EASEMENT" SHALL BE MAINTAINED BY THE ASSOCIATION PURSUANT TO THE TERMS OF THE DECLARATION. MAINTENANCE OF CERTAIN OF THE COMMON ELEMENTS IS ALSO GOVERNED BY, AND MORE PARTICULARLY DESCRIBED IN, THAT CERTAIN PRESERVATION OF ASSOCIATION MAINTENANCE RESPONSIBILITIES EXECUTED BETWEEN THE ASSOCIATION AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY.
13. THE "20.00' TRAIL EASEMENT" EXTENDING ACROSS PRIVATE OPEN SPACE TRACT A FROM THE INTERSECTION WITH COLORADO HIGHWAY NO. 91 TO THE A-LIFT NEIGHBORHOOD IS HEREBY DEDICATED TO PUBLIC USE AS A PERPETUAL NON-EXCLUSIVE EASEMENT FOR TRAIL PURPOSES. WITHOUT LIMITING THE PUBLIC USE OF SUCH EASEMENT, THE ASSOCIATION AND ITS MEMBERS ARE ALSO BENEFICIARIES OF SUCH TRAIL EASEMENT. THE OWNER OF PRIVATE OPEN SPACE TRACT A RETAINS THE RIGHT TO USE SUCH EASEMENT AREA SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW.
14. THE 10.00' SNOW STACK AND UTILITY EASEMENTS DEPICTED ALONG THE FRONT LOT LINES OF LOTS 1 AND 2 ARE HEREBY GRANTED AS NON-EXCLUSIVE PERPETUAL EASEMENTS TO: (A) ALL UTILITY PROVIDERS FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES IN LOCATIONS REASONABLY APPROVED BY EACH LOT OWNER; AND (B) THE ASSOCIATION FOR STACKING AND STORAGE OF SNOW PLOWED FROM THE ROAD TRACT, PROVIDED, HOWEVER, THAT NO SNOW WILL BE STACKED OR STORED WITHIN THE DRIVEWAYS CONSTRUCTED INTO EACH SUCH LOT.
15. ALL OF THE "DRAINAGE EASEMENTS" DEPICTED ON PRIVATE OPEN SPACE TRACT A PURSUANT TO SHEET 3 OF THIS PLAT ARE GRANTED AS NON-EXCLUSIVE PERPETUAL EASEMENTS FOR STORM WATER CONVEYANCE, DRAINAGE AND RETENTION PURPOSES FOR THE BENEFIT OF THE LOTS AND TRACTS WITHIN THE A-LIFT NEIGHBORHOOD. THE OWNER OF PRIVATE OPEN SPACE TRACT A RETAINS THE RIGHT TO USE SUCH DRAINAGE EASEMENT AREAS IN ANY MANNER THAT IS NOT INCONSISTENT WITH THE FOREGOING EASEMENT PURPOSES. THESE DRAINAGE EASEMENT AREAS WILL BE MAINTAINED BY THE OWNER OF THE UNDERLYING LAND SUBJECT TO ANY SEPARATE AGREEMENT BETWEEN THE APPLICABLE PARTIES. THE COUNTY WILL HAVE THE RIGHT TO MAINTAIN ANY SUCH AREAS THAT ARE NOT OTHERWISE BEING PROPERLY MAINTAINED.
16. PURSUANT TO THE DECLARATION, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED THEREIN, ALL OF THE "COMMON ELEMENTS" WILL BE MAINTAINED BY THE ASSOCIATION.
17. THE SINGLE-FAMILY DWELLINGS ON LOT 1 AND LOT 2 SHALL NOT EXCEED 30' IN HEIGHT AS MEASURED PER THE 2018 INTERNATIONAL FIRE CODE AND SHALL BE FURNISHED WITH THE SPRINKLER SYSTEM PER NFPA 13D. THE CROSS-HATCHED AREAS ON LOTS 1 AND 2 ARE NON-DISTURBANCE AREAS WITHIN WHICH NO SITE DISTURBANCE IS PERMITTED AND SUCH AREAS SHALL BE PROTECTED WITH CONSTRUCTION FENCING OR SIMILAR MEANS DURING THE CONSTRUCTION ON SUCH LOTS.
18. THE "SWALE EASEMENT" IS A PERPETUAL, NON-EXCLUSIVE DRAINAGE SWALE EASEMENT HEREBY GRANTED TO THE A-LIFT NEIGHBORHOOD AND THE ASSOCIATION FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, IMPROVING AND REPLACING SWALES TO INTERCEPT, CONTROL AND CHANNEL STORM WATER AND SNOWMELT RUNOFF AWAY FROM THE A-LIFT NEIGHBORHOOD. THE DRAINAGE SWALE IMPROVEMENTS WITHIN THE SWALE EASEMENT WILL BE MAINTAINED BY THE OWNER OF THE UNDERLYING LAND, SUBJECT TO ANY SEPARATE AGREEMENT BETWEEN THE APPLICABLE PARTIES.
19. OPEN SPACE TRACTS: THIS PLAT HEREBY ESTABLISHES PRIVATE OPEN SPACE TRACTS A, B AND C ALSO KNOWN AS OS-U, OS-V, AND OS-X AS REGULATED BY THE COPPER MOUNTAIN PUD.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER 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 HEREON.

TREASURER'S CERTIFICATE:

I, THE UNDERSIGNED DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF _____ UPON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL.

DATED THIS _____ DAY OF _____, 2020.

SIGNATURE _____
SUMMIT COUNTY TREASURER

TITLE COMPANY CERTIFICATE:

LAND TITLE GUARANTEE COMPANY DOES HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO ALL LANDS SHOWN HEREON AND ALL LANDS HEREBY DEDICATED BY VIRTUE OF THIS PLAT AND TITLE TO ALL SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS _____ DAY OF _____, A.D., 2020.

AGENT

SURVEYOR'S CERTIFICATE:

I, DENNIS E. O'NEIL, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME AND UNDER MY SUPERVISION FROM A SURVEY MADE BY ME AND UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE. DATED THIS _____ DAY OF _____, 2020.

DENNIS E. O'NEIL, P.L.S. 23901

SUMMIT COUNTY CLERK AND RECORDERS ACCEPTANCE:

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS ACCEPTED FOR FILING IN MY OFFICE AT _____ M., THIS _____ DAY OF _____, 2020, AND FILED UNDER RECEPTION NO. _____

KATHLEEN NEEL
SUMMIT COUNTY CLERK AND RECORDER

SURVEY NOTES:

1. FOR THE PURPOSE OF TITLE AND EASEMENTS OF RECORD, BASELINE SURVEYS LLC RELIED UPON THE TITLE COMMITMENT ORDER NO. M20080255.3, PREPARED BY LAND TITLE GUARANTEE COMPANY, DATED SEPTEMBER 03, 2019.
2. THE FOLLOWING ITEMS FROM SCHEDULE B-2 OF THE TITLE POLICY PROVIDED FROM LAND TITLE GUARANTEE COMPANY ARE NOT SHOWN HEREON BECAUSE THEY DO NOT AFFECT THE PROPERTY OR CAN NOT BE PLATTED: 1 THROUGH 9, 11, 13, 14, 16, 18, 19, 21, 23, 25 THROUGH 32 AND 35.
3. THE CONTINENTAL DIVIDE SCENIC TRAIL aka THE COLORADO TRAIL EASEMENT SHOWN ON SHEET 2 IS APPROXIMATE AND WAS SCALED IN FROM GOOGLE EARTH.

Baseline Surveys LLC

A-LIFT NEIGHBORHOOD

A RESUBDIVISION OF LOT 2B
ACCORDING TO A LOT LINE ADJUSTMENT PLAT OF LOT 2B, COPPER MOUNTAIN EAST NEIGHBORHOOD SUBDIVISION AND A PORTION OF LOT 1, COPPER MOUNTAIN FILING 5 - PHASE 1

Date	Revisions	SHEET 1 of 4	
		Date: 03/12/2020	Scale Horiz 1"=20'
		Drawn By: R.D.G.	Checked By: D.E.O.
		Job File: 4180	DWG File: 4180 A-LIFT

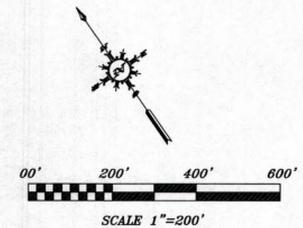
P.O. BOX 7878
1350 N. COLO. BLVD. #9
BRICKENRIDGE, CO
80424 (970) 453-7125

A-LIFT NEIGHBORHOOD

A RESUBDIVISION OF LOT 2B

ACCORDING TO A LOT LINE ADJUSTMENT PLAT OF LOT 2B, COPPER MOUNTAIN EAST NEIGHBORHOOD SUBDIVISION AND A PORTION OF LOT 1, COPPER MOUNTAIN FILING 5 - PHASE 1 EMBRACING PORTIONS OF SECTIONS 29, 30, AND 32, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE 6th P.M. SUMMIT COUNTY, COLORADO

SHEET 2 of 4

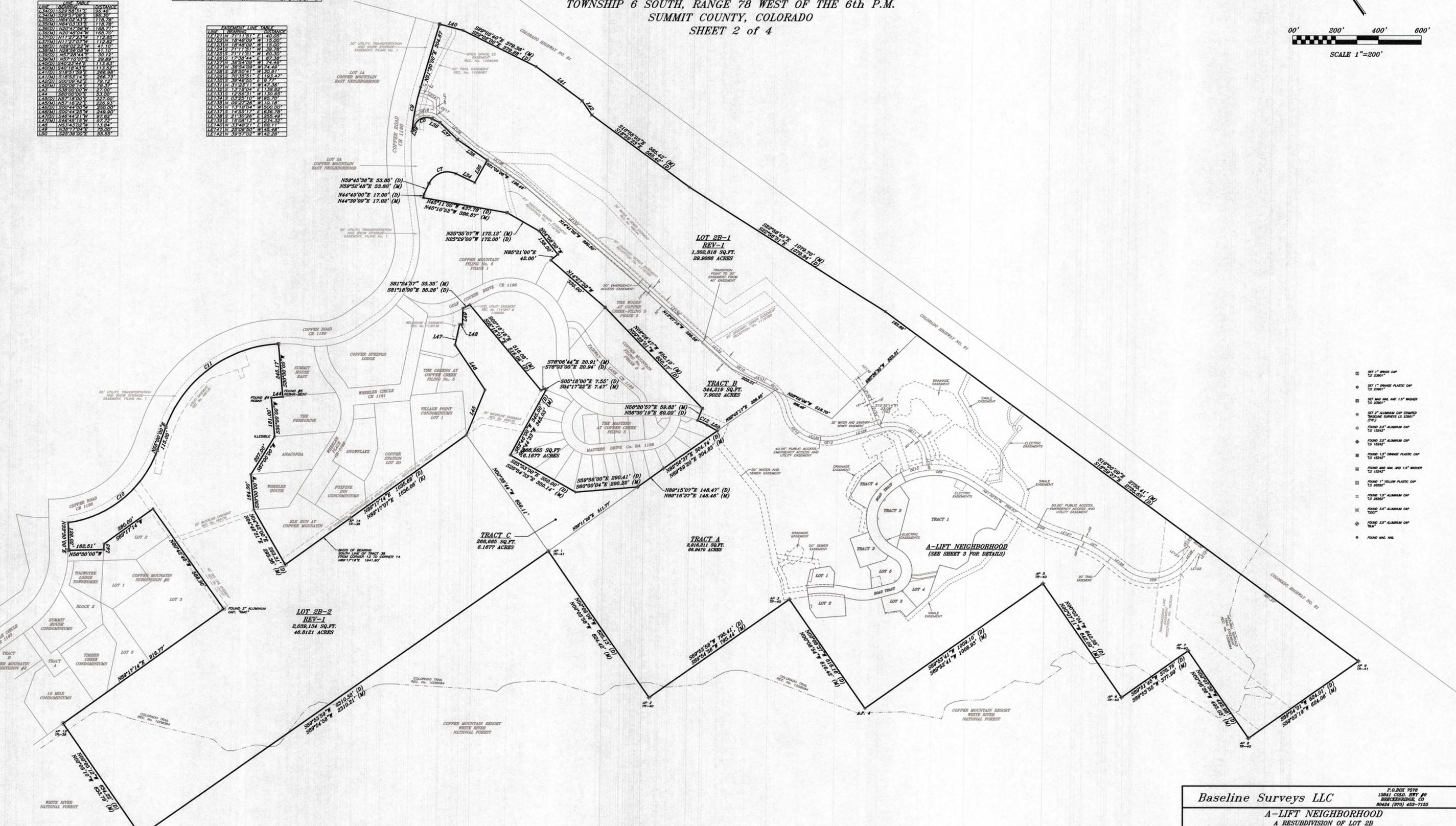


CURVE	TRACED	ARC LENGTH	CHORD	LENGTH	CHORD BEARING
C1	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C2	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C3	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C4	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C5	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C6	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C7	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C8	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C9	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C10	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C11	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C12	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C13	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C14	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C15	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C16	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C17	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C18	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C19	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C20	125.00	125.00	125.00	125.00	S 89° 18' 52" E

CURVE	TRACED	ARC LENGTH	CHORD	LENGTH	CHORD BEARING
C21	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C22	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C23	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C24	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C25	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C26	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C27	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C28	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C29	125.00	125.00	125.00	125.00	S 89° 18' 52" E
C30	125.00	125.00	125.00	125.00	S 89° 18' 52" E

LINE	BEARING	DISTANCE
L1	S 89° 18' 52" E	125.00
L2	S 89° 18' 52" E	125.00
L3	S 89° 18' 52" E	125.00
L4	S 89° 18' 52" E	125.00
L5	S 89° 18' 52" E	125.00
L6	S 89° 18' 52" E	125.00
L7	S 89° 18' 52" E	125.00
L8	S 89° 18' 52" E	125.00
L9	S 89° 18' 52" E	125.00
L10	S 89° 18' 52" E	125.00
L11	S 89° 18' 52" E	125.00
L12	S 89° 18' 52" E	125.00
L13	S 89° 18' 52" E	125.00
L14	S 89° 18' 52" E	125.00
L15	S 89° 18' 52" E	125.00
L16	S 89° 18' 52" E	125.00
L17	S 89° 18' 52" E	125.00
L18	S 89° 18' 52" E	125.00
L19	S 89° 18' 52" E	125.00
L20	S 89° 18' 52" E	125.00

LINE	BEARING	DISTANCE
L21	S 89° 18' 52" E	125.00
L22	S 89° 18' 52" E	125.00
L23	S 89° 18' 52" E	125.00
L24	S 89° 18' 52" E	125.00
L25	S 89° 18' 52" E	125.00
L26	S 89° 18' 52" E	125.00
L27	S 89° 18' 52" E	125.00
L28	S 89° 18' 52" E	125.00
L29	S 89° 18' 52" E	125.00
L30	S 89° 18' 52" E	125.00
L31	S 89° 18' 52" E	125.00
L32	S 89° 18' 52" E	125.00
L33	S 89° 18' 52" E	125.00
L34	S 89° 18' 52" E	125.00
L35	S 89° 18' 52" E	125.00
L36	S 89° 18' 52" E	125.00
L37	S 89° 18' 52" E	125.00
L38	S 89° 18' 52" E	125.00
L39	S 89° 18' 52" E	125.00
L40	S 89° 18' 52" E	125.00

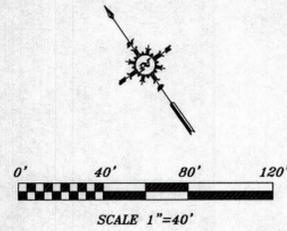


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Baseline Surveys LLC A RESUBDIVISION OF LOT 2B ACCORDING TO A LOT LINE ADJUSTMENT PLAT OF LOT 2B, COPPER MOUNTAIN EAST NEIGHBORHOOD SUBDIVISION AND A PORTION OF LOT 1, COPPER MOUNTAIN FILING 5 - PHASE 1		P.O. BOX 7578 13541 COLO. HWY #9 BRACKENRIDGE, CO 80424 (303) 452-7155	
		SHEET 2 of 4	
Date	Revisions	Date: 03/12/2020	Scale Horiz 1"=200'
		Drawn By: R.D.G.	Checked By: D.E.O.
		Job File: 4180	DWG File: 4180 A-LIFT

A-LIFT NEIGHBORHOOD

A RESUBDIVISION OF LOT 2B
 ACCORDING TO A LOT LINE ADJUSTMENT PLAT OF LOT 2B, COPPER MOUNTAIN EAST
 NEIGHBORHOOD SUBDIVISION AND A PORTION OF LOT 1, COPPER MOUNTAIN FILING 5 - PHASE 1
 EMBRACING PORTIONS OF SECTIONS 29, 30, AND 32,
 TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE 6th P.M.
 SUMMIT COUNTY, COLORADO
 SHEET 3 of 4



LINE	BEARING	DISTANCE
LE1	S 13°52'02" E	5.94
LE2	N 76°07'58" E	10.00
LE3	S 13°52'02" E	5.93
LE4	N 86°26'14" W	6.80
LE5	S 03°27'08" W	10.00
LE6	S 86°26'14" E	7.32
LE7	S 89°25'51" E	41.34
LE8	N 20°34'09" E	42.00
LE11	S 00°16'19" W	6.74
LE12	S 89°43'41" E	10.00
LE13	S 00°16'19" W	6.88
LE14	S 00°16'19" W	7.11
LE15	N 89°43'41" W	10.00
LE16	S 00°16'19" W	7.12
LE17	N 79°03'25" E	6.93
LE18	S 10°56'35" E	10.00
LE19	N 79°03'25" E	6.89
LE20	S 44°30'11" E	6.86
LE21	S 35°29'43" W	10.00
LE22	N 54°30'17" W	6.96
LE23	S 16°09'40" E	6.89
LE24	S 73°50'20" W	10.00
LE25	N 16°09'40" W	6.94
LE26	S 64°01'22" W	35.25
LE27	S 25°38'58" E	44.34
LE28	S 64°01'22" W	38.97
LE33	S 46°52'03" W	62.01
LE34	S 41°43'48" E	14.38
LE35	S 72°59'36" W	12.18
LE36	S 37°31'08" W	14.79
LE37	S 77°59'35" E	9.43

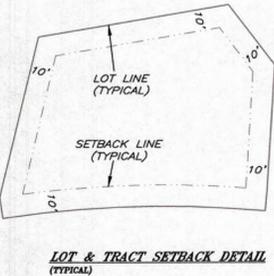
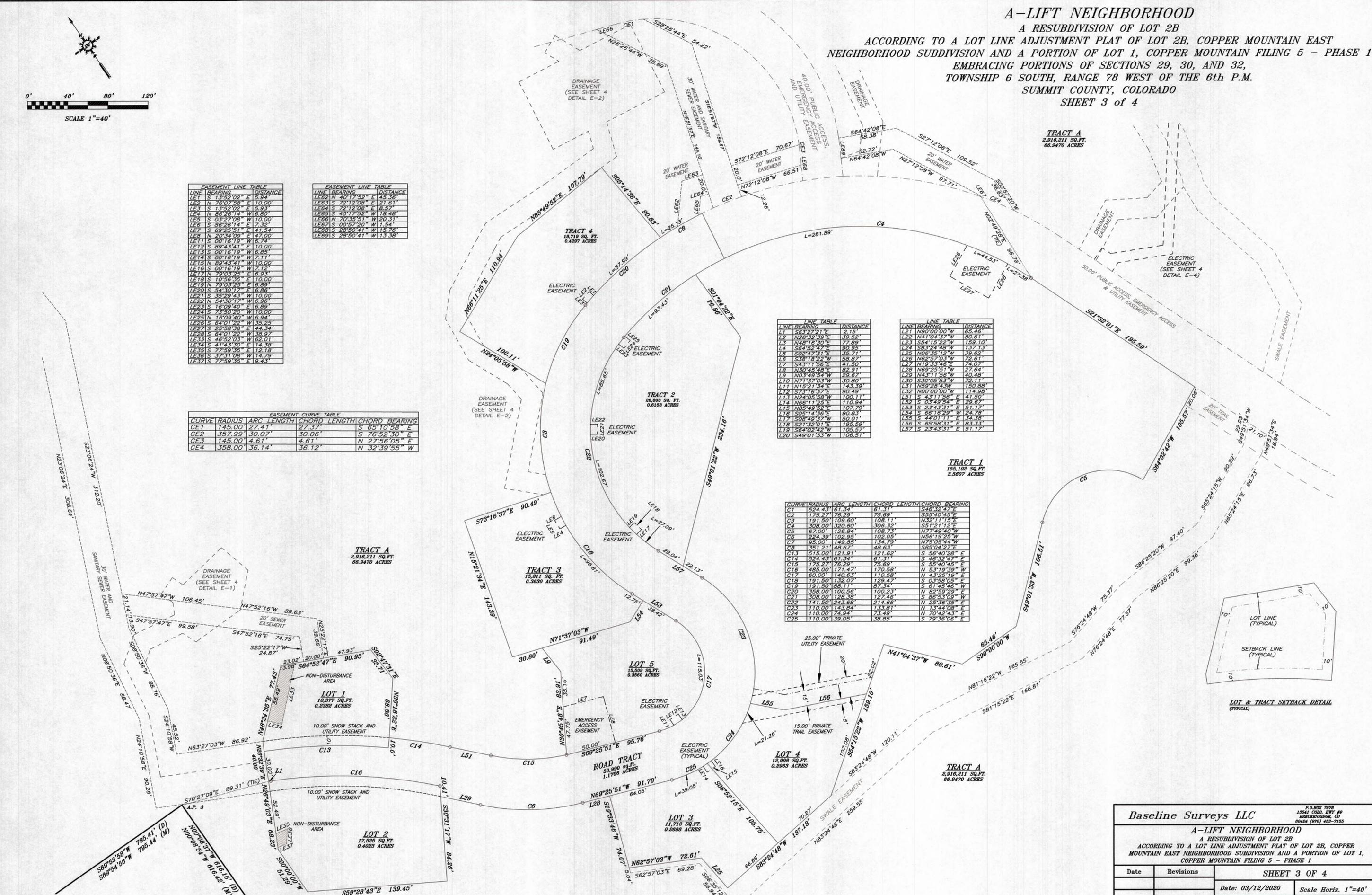
LINE	BEARING	DISTANCE
LE62	N 40°17'52" E	45.36
LE63	S 72°12'08" E	21.61
LE64	S 72°12'08" E	8.57
LE65	N 40°17'52" W	18.48
LE66	N 70°35'51" W	20.31
LE67	S 00°57'20" W	1.54
LE68	S 28°50'41" W	118.76
LE69	S 28°50'41" W	113.38

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
CE1	145.00'	27.41'	27.37'	S 65°10'58" E
CE2	357.99'	30.07'	30.06'	S 76°52'30" E
CE3	145.00'	4.61'	4.61'	N 27°56'05" E
CE4	358.00'	36.14'	36.12'	N 32°39'55" W

LINE	BEARING	DISTANCE
L1	S 63°27'21" E	2.15
L2	N 26°37'39" W	18.52
L3	N 49°16'40" E	77.89
L4	S 84°52'47" E	90.95
L5	S 02°47'31" E	35.71
L6	S 38°18'22" W	58.97
L7	S 43°11'56" E	41.50
L8	N 30°45'48" E	62.91
L9	N 03°49'54" W	29.67
L10	N 71°37'03" W	30.80
L11	N 15°21'54" E	143.39
L12	S 73°16'47" E	90.49
L13	N 24°05'58" W	100.11
L14	N 66°11'25" E	110.94
L15	N 85°49'52" E	107.79
L16	S 05°14'36" E	90.83
L17	S 08°49'17" W	50.91
L18	S 21°32'01" E	195.59
L19	S 64°02'42" W	105.57
L20	S 49°01'33" W	106.51

LINE	BEARING	DISTANCE
L21	N 90°00'00" W	65.46
L22	N 41°04'37" W	80.81
L23	S 84°16'25" W	155.10
L24	S 83°24'48" W	137.13
L25	N 06°35'12" W	39.62
L26	N 82°57'03" W	72.61
L27	N 19°33'46" E	74.07
L28	N 69°25'51" W	27.64
L29	N 43°11'56" W	40.48
L30	S 30°54'53" W	72.11
L31	N 59°28'43" W	150.88
L32	N 00°00'00" W	114.98
L33	S 43°11'56" E	41.50
L34	S 03°49'54" E	29.67
L35	S 23°43'31" E	51.17
L36	S 66°16'22" W	24.78
L37	S 44°01'11" E	34.38
L38	S 65°58'31" E	83.33
L39	S 23°43'31" E	51.17

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	524.43'	61.34'	61.31'	S 46°32'47" E
C2	176.27'	76.29'	75.69'	S 55°40'45" E
C3	191.50'	109.60'	108.11'	N 32°11'15" E
C4	308.00'	320.60'	306.32'	S 51°21'12" E
C5	67.00'	128.94'	108.73'	N 77°49'40" W
C6	224.39'	102.95'	102.05'	N 56°12'25" W
C7	95.00'	149.85'	134.79'	N 75°08'44" W
C8	351.21'	48.67'	48.63'	S 85°04'27" E
C9	515.00'	121.91'	121.62'	S 56°40'28" E
C14	524.43'	61.34'	61.31'	S 46°32'47" E
C15	176.27'	76.29'	75.69'	S 55°40'45" E
C16	485.00'	171.47'	170.58'	N 53°19'39" W
C17	60.00'	140.63'	110.58'	N 43°25'19" E
C18	191.50'	132.07'	129.47'	S 03°58'05" E
C19	191.50'	88.11'	87.34'	S 61°45'48" W
C20	358.00'	100.56'	100.23'	N 82°59'29" E
C21	308.00'	128.38'	127.46'	S 86°53'09" W
C22	141.50'	243.68'	214.66'	N 25°36'39" E
C23	110.00'	143.94'	133.81'	N 33°44'08" E
C24	110.00'	74.94'	73.49'	N 70°42'43" E
C25	110.00'	39.05'	38.85'	S 79°36'06" E



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER 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 HEREON.

Baseline Surveys LLC
 1584 COLO. HWY #9
 BRICKENRIDGE, CO
 80424 (970) 453-7155

A-LIFT NEIGHBORHOOD
 A RESUBDIVISION OF LOT 2B
 ACCORDING TO A LOT LINE ADJUSTMENT PLAT OF LOT 2B, COPPER
 MOUNTAIN EAST NEIGHBORHOOD SUBDIVISION AND A PORTION OF LOT 1,
 COPPER MOUNTAIN FILING 5 - PHASE 1

Date	Revisions	SHEET 3 OF 4	
		Date: 03/12/2020	Scale Horiz. 1"=40'
		Drawn By: R.D.G.	Checked By: D.E.O.
		Job File: 4180	DWG File: 4180 A-LIFT

A-LIFT NEIGHBORHOOD
**CONTINUUM PARTNERS/
COPPER MOUNTAIN RESORT**
COPPER MOUNTAIN, COLORADO

**NOT FOR
CONSTRUCTION**

ISSUE DATE: 11.15.19

REVISIONS	#	DATE	DESCRIPTION
	1	02.12.20	Preliminary Plat Resubmission
	2	03.11.20	Preliminary Plat Resubmission

DRAWN: MG_NR REVIEWED: DC

Summit County
Class 5 Preliminary
Plat Application

PROJECT NUMBER: 5633

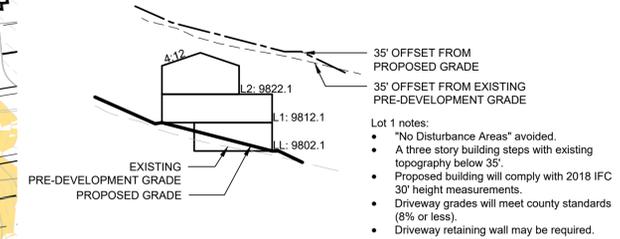
Lot Development
Feasibility Studies

SHEET NUMBER:

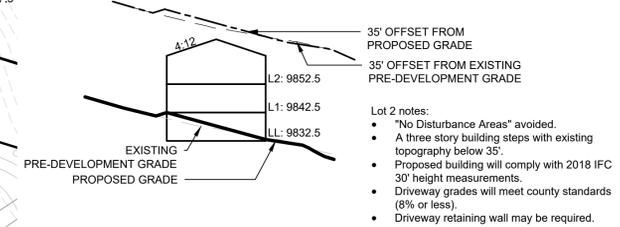
L0-05

SINGLE-FAMILY LOTS FEASIBILITY

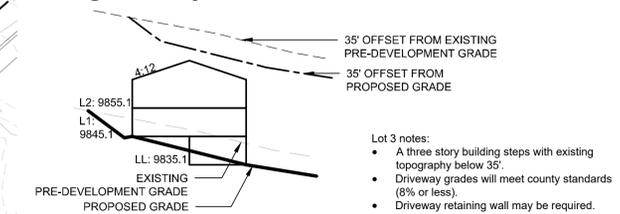
Single-Family Lot 1



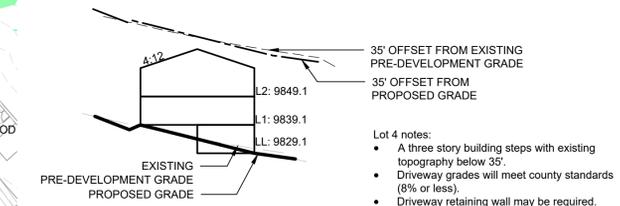
Single-Family Lot 2



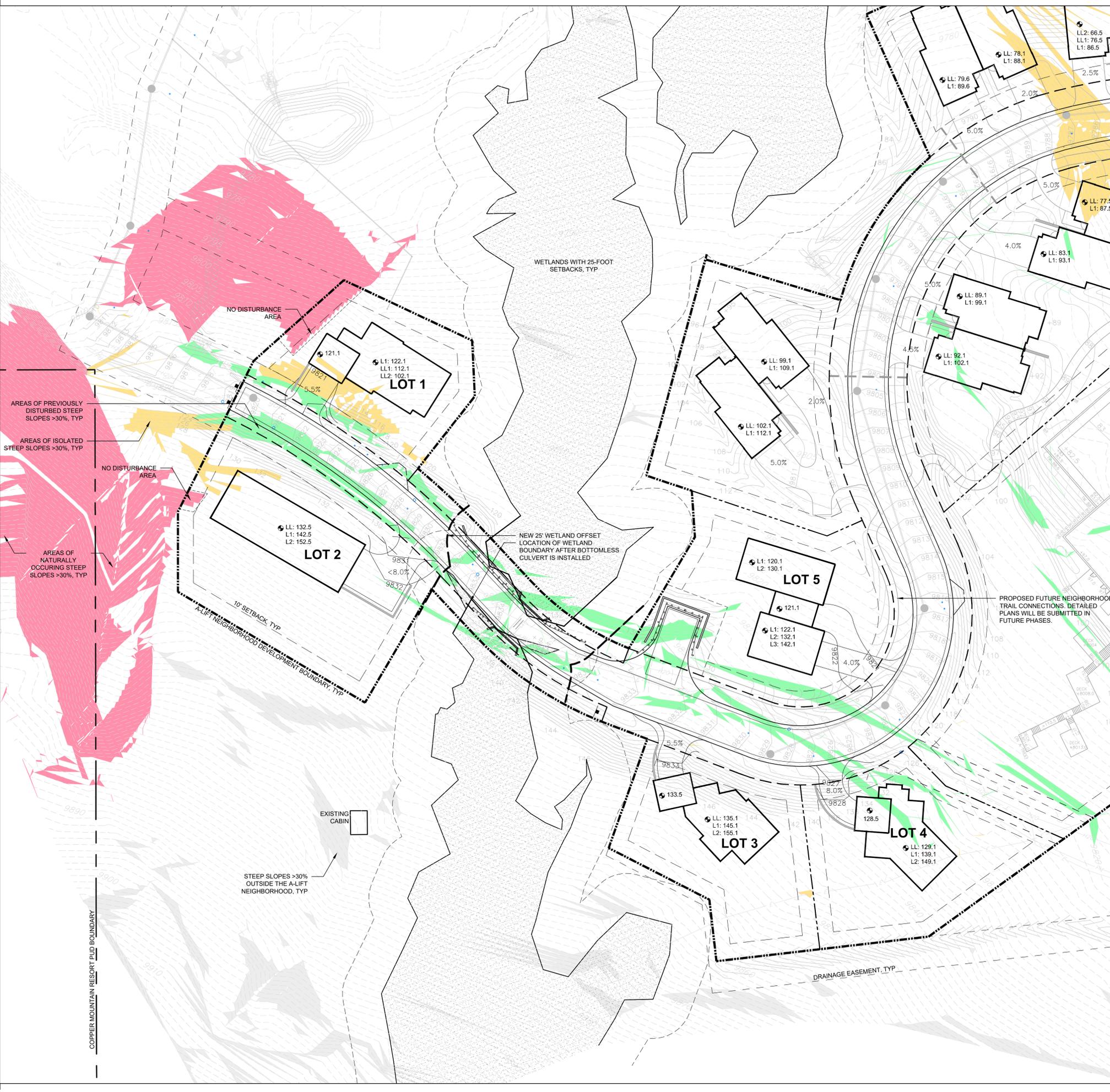
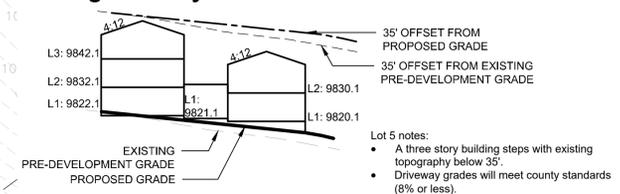
Single-Family Lot 3



Single-Family Lot 4

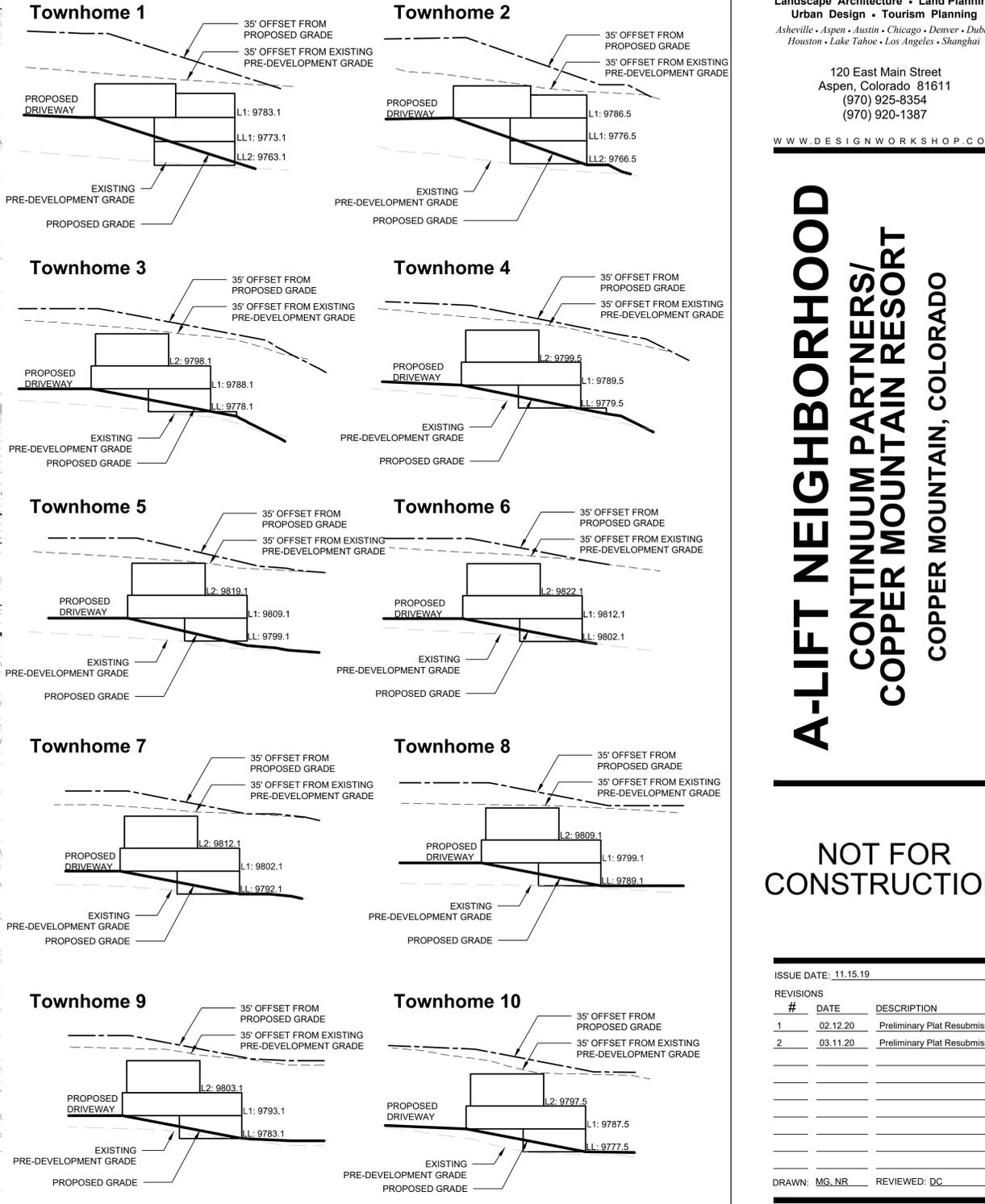


Single-Family Lot 5





TOWNHOMES FEASIBILITY



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A-LIFT NEIGHBORHOOD

CONTINUUM PARTNERS/ COPPER MOUNTAIN RESORT

COPPER MOUNTAIN, COLORADO

NOT FOR CONSTRUCTION

ISSUE DATE: 11.15.19

REVISIONS	#	DATE	DESCRIPTION
	1	02.12.20	Preliminary Plat Resubmission
	2	03.11.20	Preliminary Plat Resubmission

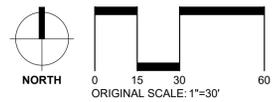
DRAWN: MG_NR REVIEWED: DC

Summit County
 Class 5 Preliminary
 Plat Application

PROJECT NUMBER: 5633

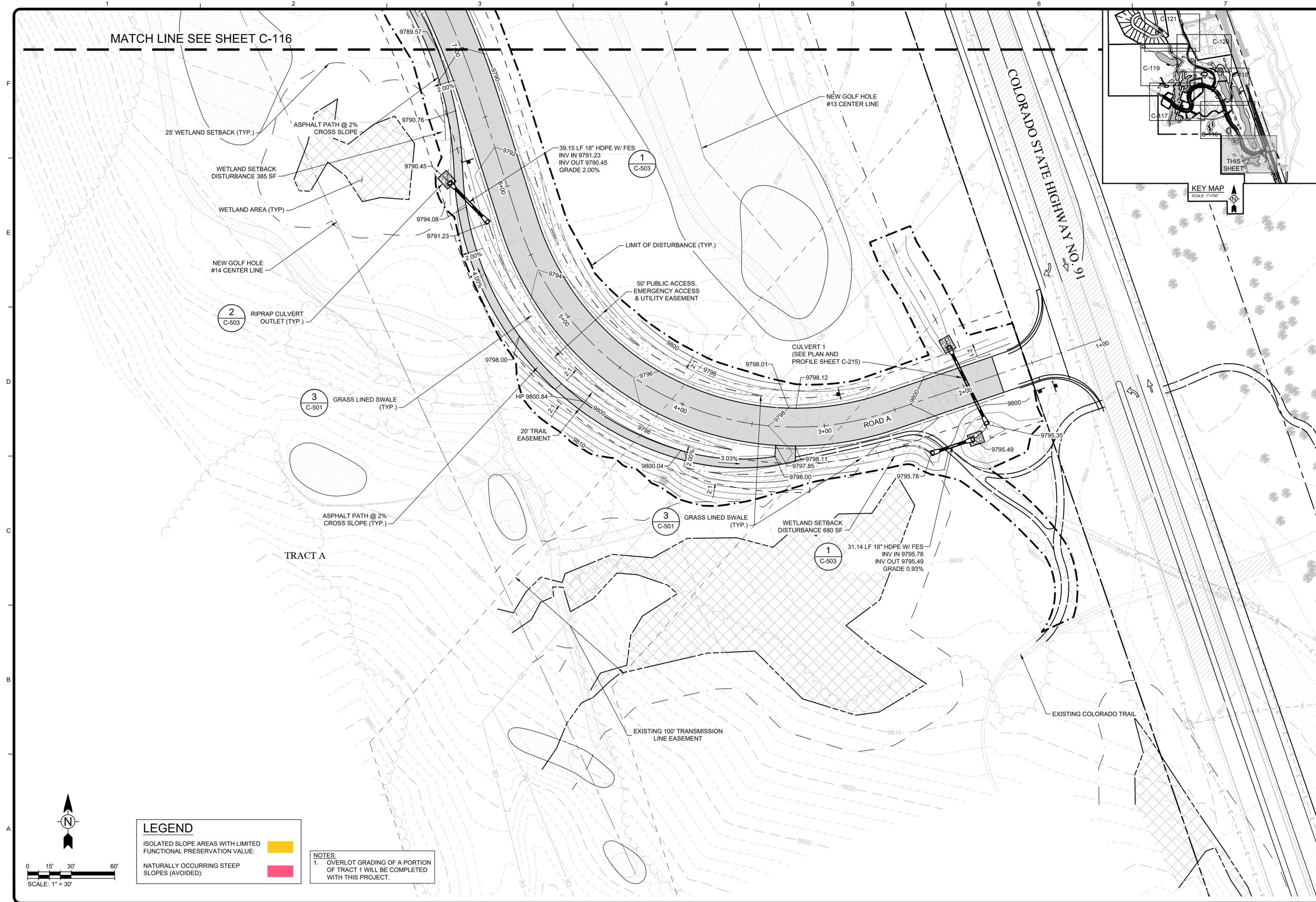
Lot Development
 Feasibility Studies

SHEET NUMBER:
L0-06



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MATCH LINE SEE SHEET C-116



TETRA TECH

 www.tetra.tech.com
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 BRECKENRIDGE, CO 80424
 PHONE: 970.453.6394

MARK	DATE	DESCRIPTION	BY
1	03/23/20	CLASS 6 FINAL PLAT SUBMISSION	

CONTINUUM PARTNERS
 A-LIFT NEIGHBORHOOD
**GRADING AND DRAINAGE
 DETAILED PLAN**

Project No.: 200-165243-19001
 Designed By: KJC
 Drawn By: JRM
 Checked By: CDD

C-115

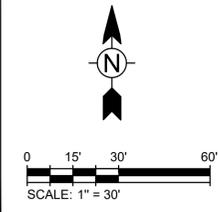
Bar Measures 1 inch

LEGEND

ISOLATED SLOPE AREAS WITH LIMITED FUNCTIONAL PRESERVATION VALUE: 

NATURALLY OCCURRING STEEP SLOPES (AVOIDED): 

NOTES:
 1. OVERLOT GRADING OF A PORTION OF TRACT 1 WILL BE COMPLETED WITH THIS PROJECT.



MATCH LINE SEE SHEET C-118

MATCH LINE SEE SHEET C-117

TRACT 1

TRACT A

WHITE RIVER NATIONAL FOREST

MATCH LINE SEE SHEET C-115



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MARK	DATE	DESCRIPTION	BY
1	03/23/20	CLASS 6 FINAL PLAT SUBMISSION	

CONTINUUM PARTNERS
A-LIFT NEIGHBORHOOD
**GRADING AND DRAINAGE
DETAILED PLAN**

Project No.: 200-165243-19001
Designed By: KJC
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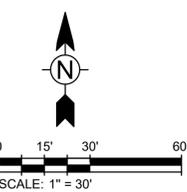
C-116

Bar Measures 1 inch

LEGEND

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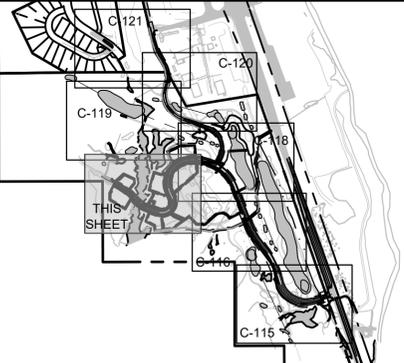


NOTES:
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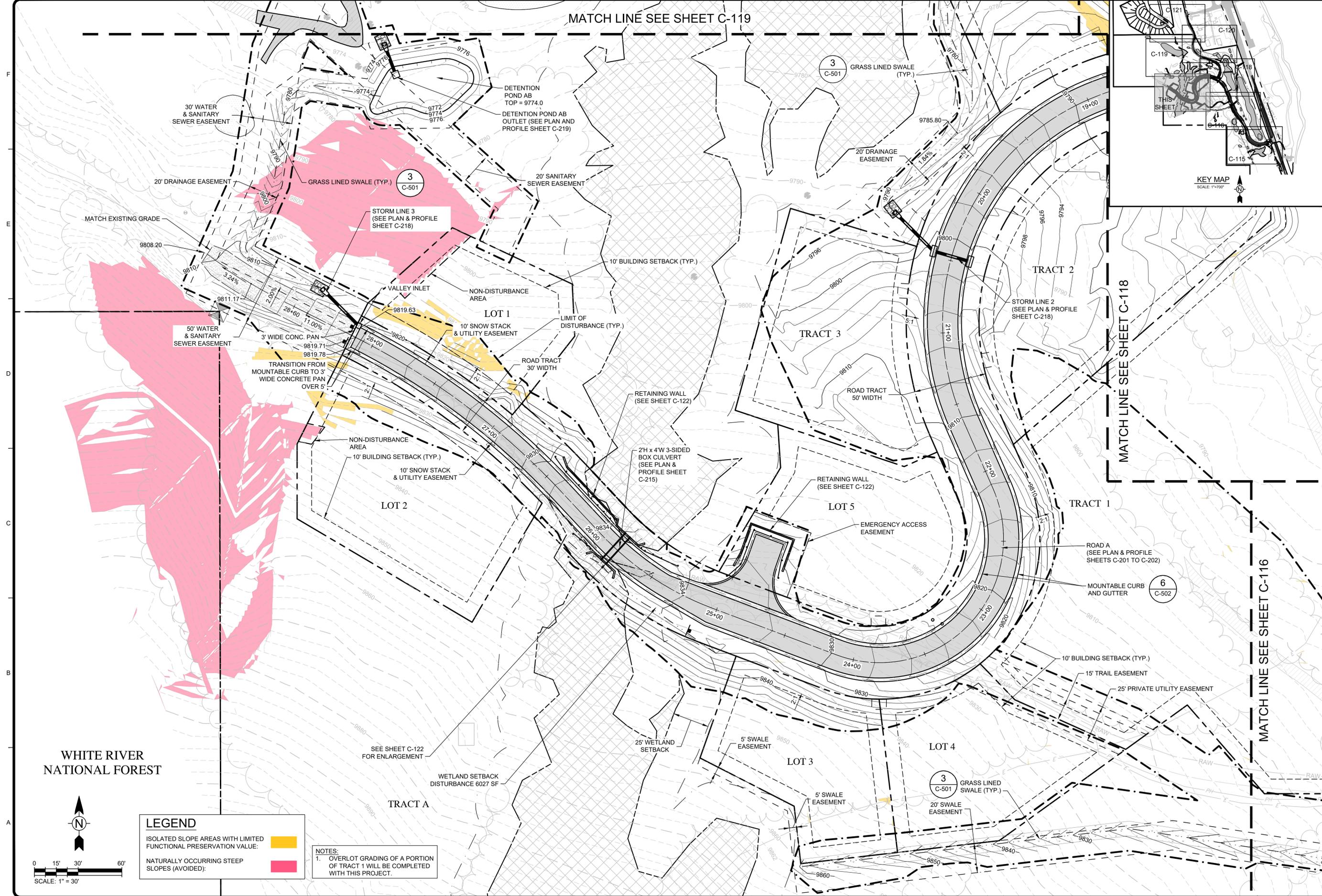
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MATCH LINE SEE SHEET C-119



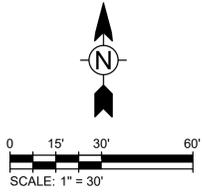
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BRECKENRIDGE, CO 80424
PHONE: 970.453.6384



MATCH LINE SEE SHEET C-118

MATCH LINE SEE SHEET C-116

WHITE RIVER NATIONAL FOREST



LEGEND

ISOLATED SLOPE AREAS WITH LIMITED FUNCTIONAL PRESERVATION VALUE:	
NATURALLY OCCURRING STEEP SLOPES (AVOIDED):	

NOTES:
1. OVERLOT GRADING OF A PORTION OF TRACT 1 WILL BE COMPLETED WITH THIS PROJECT.

MARK	DATE	DESCRIPTION	BY
1	03/23/20	CLASS 6 FINAL PLAT SUBMISSION	

CONTINUUM PARTNERS
A-LIFT NEIGHBORHOOD

GRADING AND DRAINAGE DETAILED PLAN

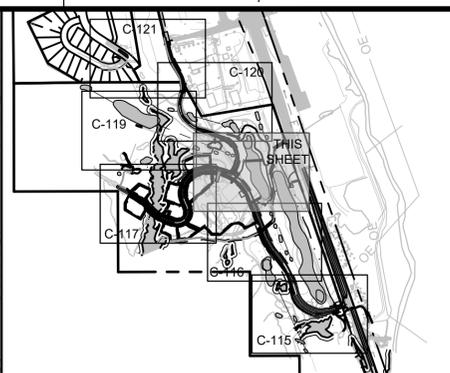
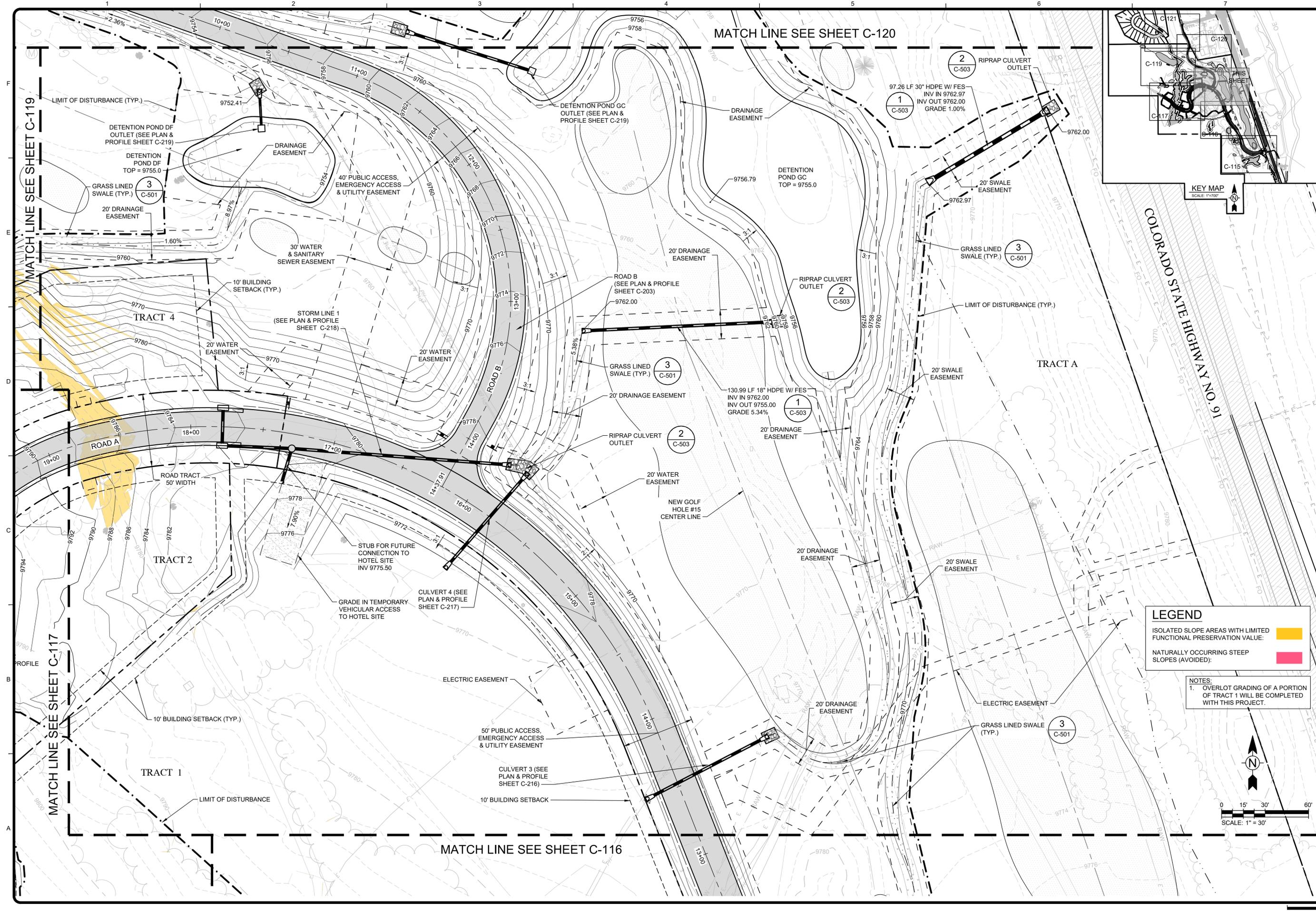
Project No.: 200-165243-19001
Designed By: KJC
Drawn By: JRM
Checked By: CDD

C-117

Bar Measures 1 inch

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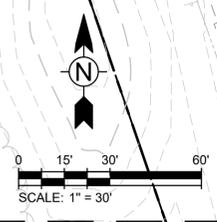


LEGEND

ISOLATED SLOPE AREAS WITH LIMITED FUNCTIONAL PRESERVATION VALUE:

NATURALLY OCCURRING STEEP SLOPES (AVOIDED):

NOTES:
 1. OVERLOT GRADING OF A PORTION OF TRACT 1 WILL BE COMPLETED WITH THIS PROJECT.



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1	03/23/20	CLASS 6 FINAL PLAT SUBMISSION	

CONTINUUM PARTNERS
A-LIFT NEIGHBORHOOD

GRADING AND DRAINAGE DETAILED PLAN

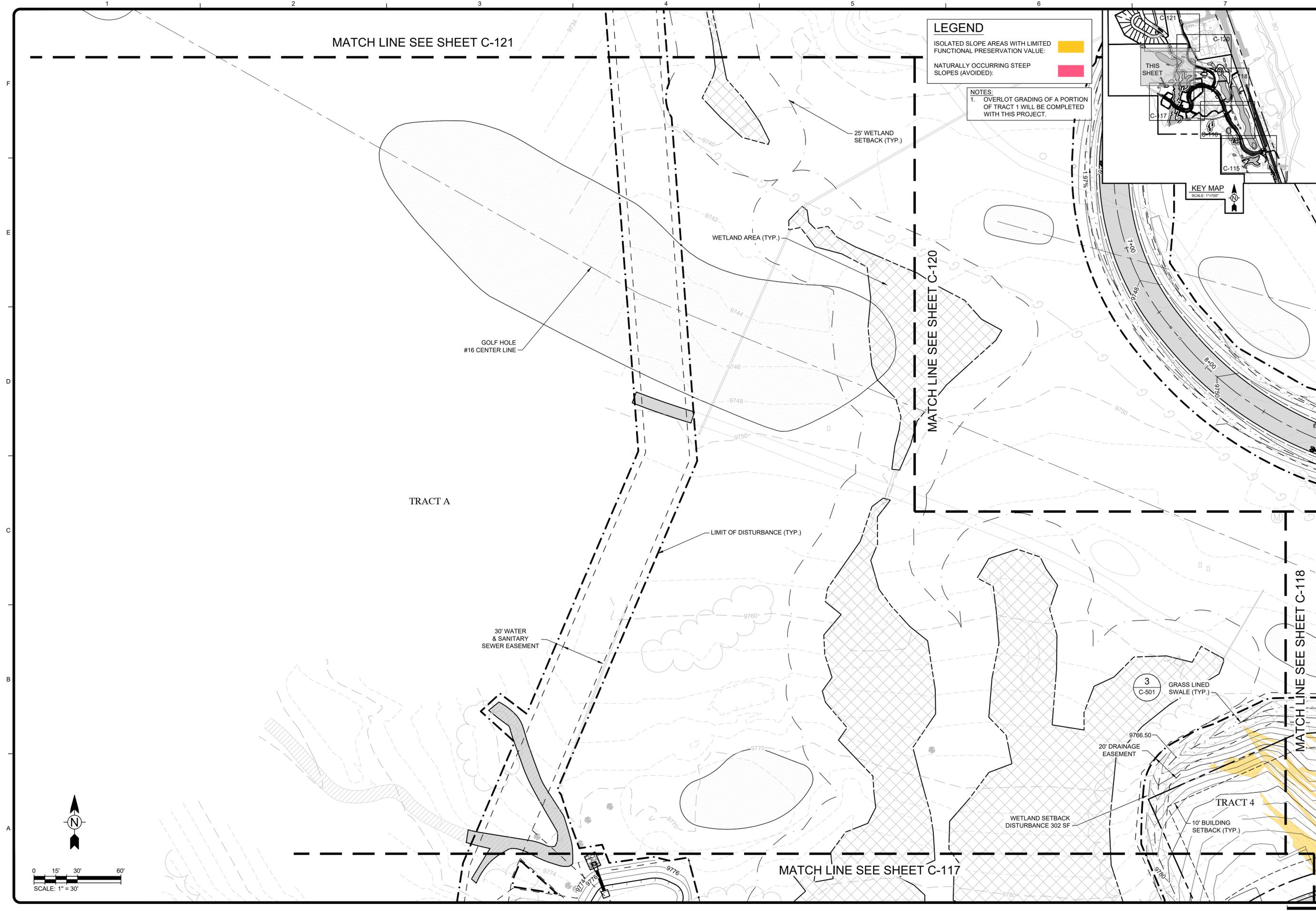
Project No.: 200-165243-19001
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 Checked By: CDD

C-118

Bar Measures 1 inch

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LEGEND

ISOLATED SLOPE AREAS WITH LIMITED FUNCTIONAL PRESERVATION VALUE:

NATURALLY OCCURRING STEEP SLOPES (AVOIDED):

NOTES:

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MARK	DATE	DESCRIPTION
1	03/23/20	CLASS 6 FINAL PLAT SUBMISSION

BY	DATE	DESCRIPTION

CONTINUUM PARTNERS
A-LIFT NEIGHBORHOOD

**GRADING AND DRAINAGE
DETAILED PLAN**

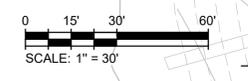
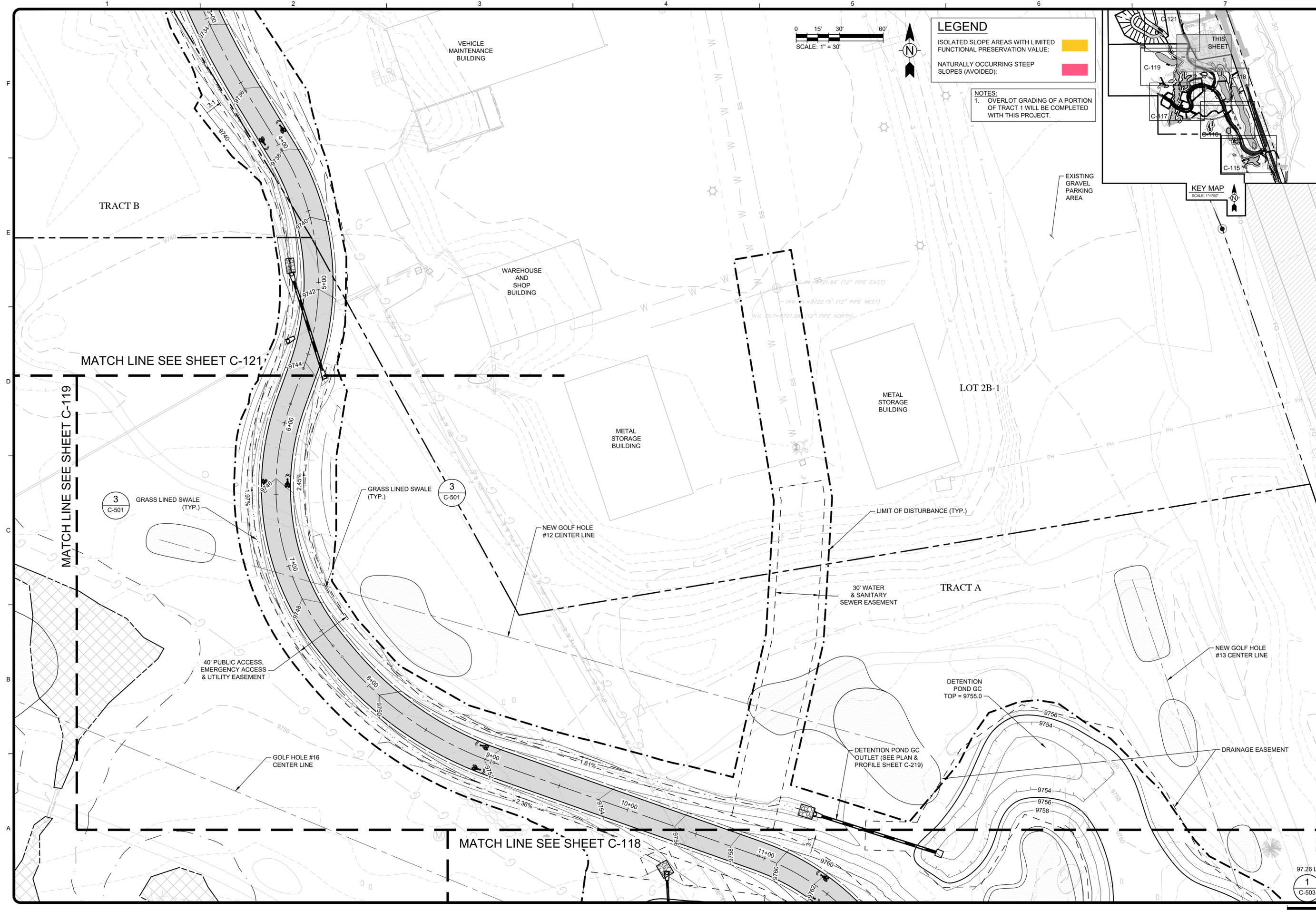
Project No.: 200-165243-19001
Designed By: KJC
Drawn By: JRM
Checked By: CDD

C-119

Bar Measures 1 inch

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LEGEND
 ISOLATED SLOPE AREAS WITH LIMITED FUNCTIONAL PRESERVATION VALUE:
 NATURALLY OCCURRING STEEP SLOPES (AVOIDED):

NOTES:
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MARK	DATE	DESCRIPTION	BY
1	03/23/20	CLASS 6 FINAL PLAT SUBMISSION	

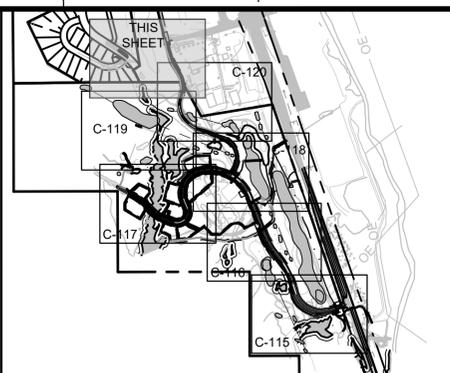
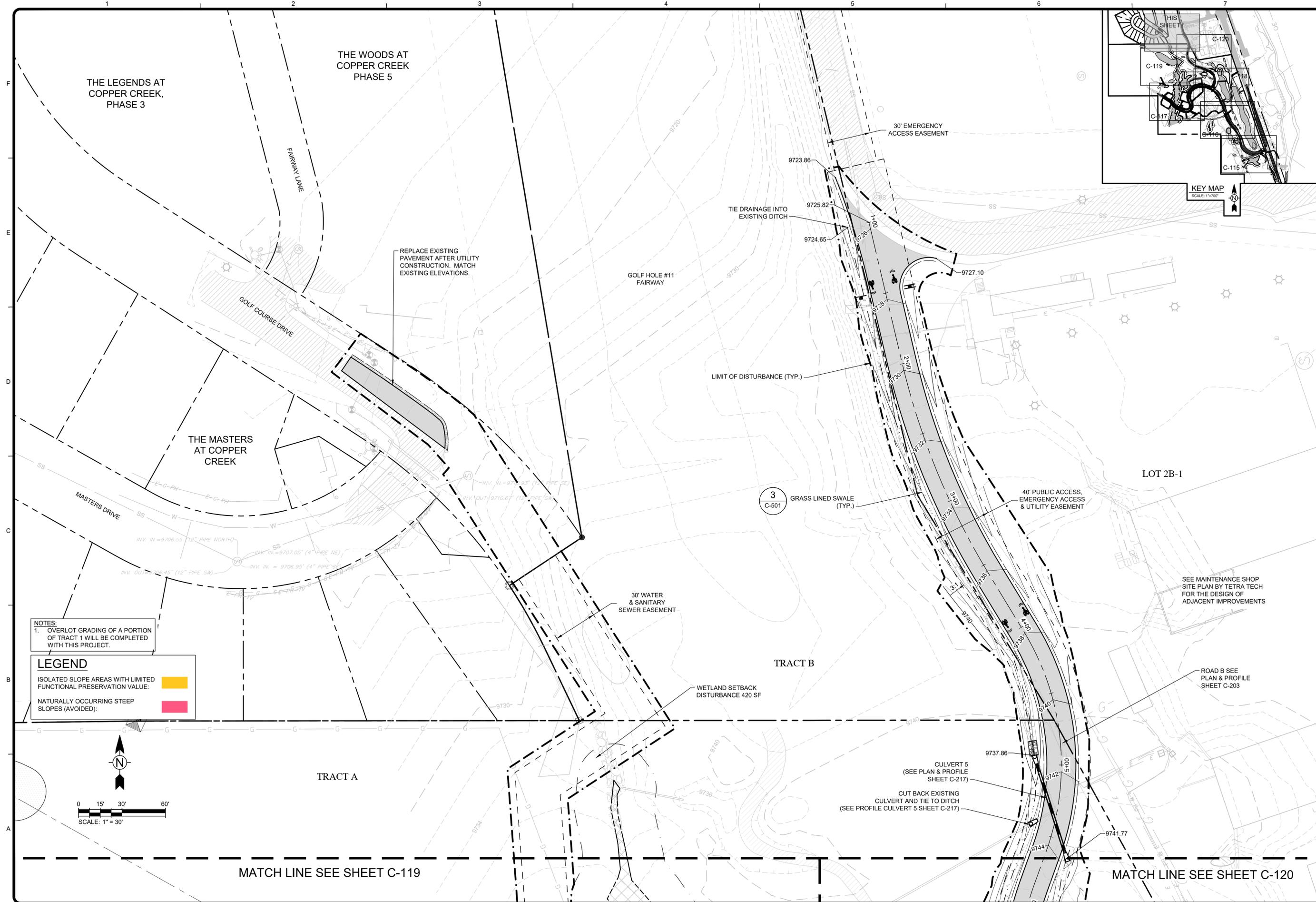
CONTINUUM PARTNERS
 A-LIFT NEIGHBORHOOD
**GRADING AND DRAINAGE
 DETAILED PLAN**

Project No.: 200-165243-19001
 Designed By: KJC
 Drawn By: JRM
 Checked By: CDD

97.26 L
 1
 C-503
C-120
 Bar Measures 1 inch

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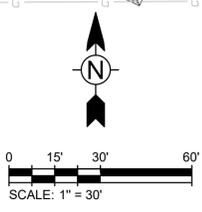
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BRECKENRIDGE, CO 80424
PHONE: 970.453.6394

NOTES:
1. OVERLOT GRADING OF A PORTION OF TRACT 1 WILL BE COMPLETED WITH THIS PROJECT.

LEGEND

ISOLATED SLOPE AREAS WITH LIMITED FUNCTIONAL PRESERVATION VALUE:

NATURALLY OCCURRING STEEP SLOPES (AVOIDED):



MATCH LINE SEE SHEET C-119

MATCH LINE SEE SHEET C-120

MARK	DATE	DESCRIPTION	BY
1	03/23/20	CLASS 6 FINAL PLAT SUBMISSION	

CONTINUUM PARTNERS
A-LIFT NEIGHBORHOOD

**GRADING AND DRAINAGE
DETAILED PLAN**

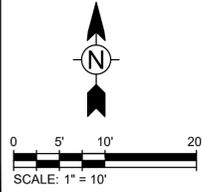
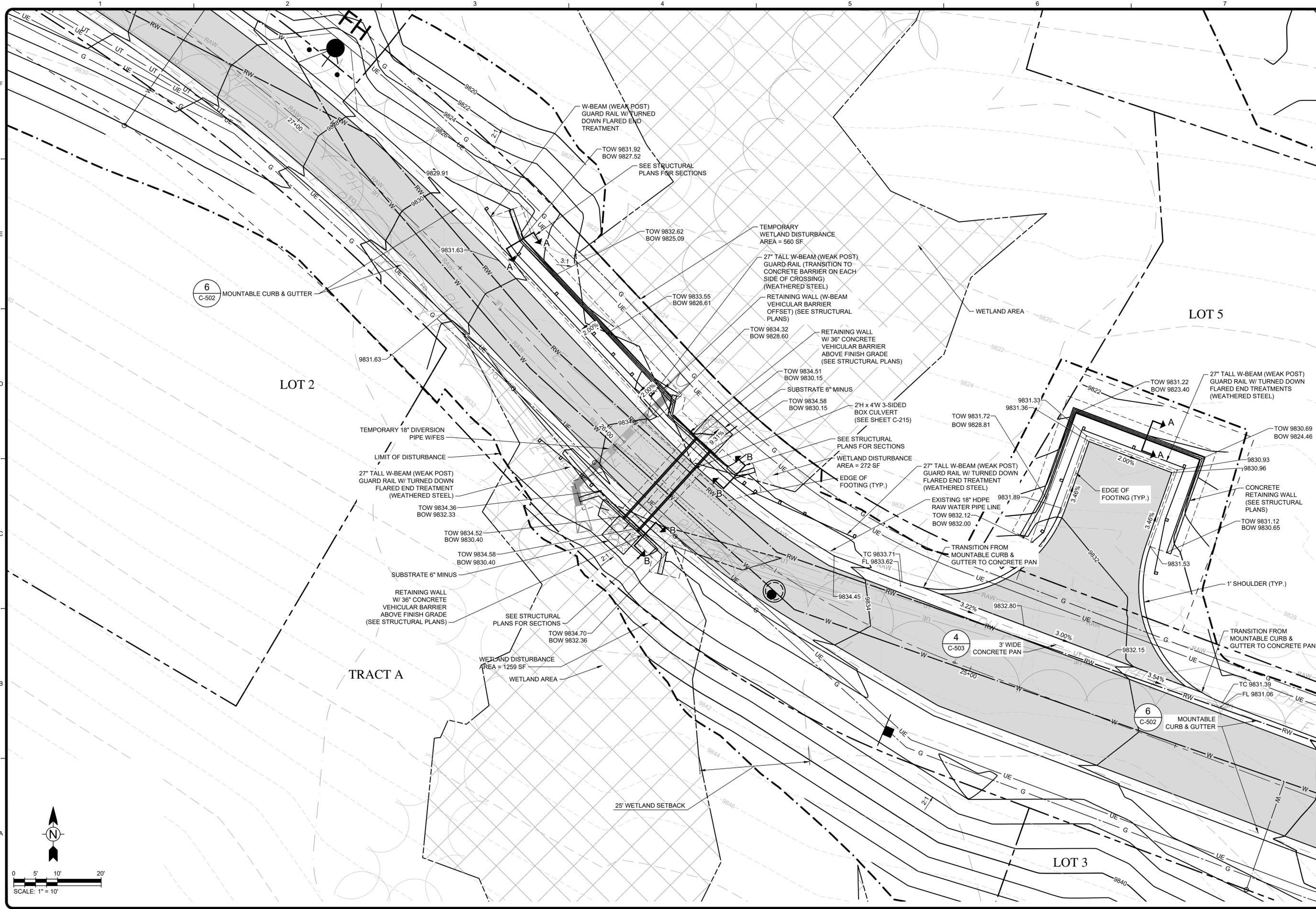
Project No.: 200-165243-19001
Designed By: KJC
Drawn By: JRM
Checked By: CDD

C-121

Bar Measures 1 inch

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MARK	DATE	DESCRIPTION
1	03/23/20	CLASS 6 FINAL PLAT SUBMISSION

CONTINUUM PARTNERS
A-LIFT NEIGHBORHOOD

**GRADING AND DRAINAGE
ENLARGED PLAN**

Project No.: 200-165243-19001
Designed By: KJC
Drawn By: RWP
Checked By: CDD

C-122

**PRESERVATION OF
ASSOCIATION MAINTENANCE RESPONSIBILITIES**

(A-Lift Neighborhood, Copper Mountain Resort)

This Agreement for the Preservation of Association Maintenance Responsibilities (“Agreement”) is entered into this ____ day of _____, 20____, between the A-Lift Community Association, Inc., a Colorado non-profit corporation (the “Association”) and the Board of County Commissioners of Summit County, Colorado (herein the “County”).

RECITALS

WHEREAS, pursuant to Sections 8108.05 and 3508 of the Summit County Land Use and Development Code (“Code”), during any subdivision review provisions shall be made for the maintenance of common areas and improvements; and

WHEREAS, Section 3508 of the Code specifically requires that the developer shall provide for the continued maintenance and repair of common areas, driveways, parking areas, and private roads, through the formation of an owners association, and further mandates that no final plat shall be approved unless the County determines that the appropriate covenants pertaining to the subdivision contain adequate provisions for maintenance and repair of common areas; and

WHEREAS, the Summit County Government desires to provide for the continued maintenance of all such common areas, as well as for maintenance of related improvements; and

WHEREAS, the Association is, pursuant to the terms and provisions of the Planned Community Declaration for A-Lift Community, recorded in the records of Summit County, Colorado, on _____, 20__, at Reception No. _____ (the “Declaration”), obligated to maintain the common areas, road, driveways, and other improvements pursuant to the [General Subdivision Exemption] Plat recorded in the records of Summit County, Colorado, on _____, 20__, at Reception No. _____ (the “Plat”); and

WHEREAS, the County has expressed concerns regarding the potential for the Declaration to be modified in the future, in a manner that could potentially jeopardize the nature or level of maintenance of the same; and

WHEREAS, the Association is or will become the owner of the “Road Tract” and will be responsible for the maintenance of certain other roadway easements, as delineated and depicted on the Plat and described in the Declaration; and

WHEREAS, the County approved the Plat subject to certain terms and conditions;
and

WHEREAS, as one such condition of Plat approval, the County has required the execution of this Agreement, in lieu of the County acting as a party to the Declaration, in order to ensure that such maintenance persists in a proper fashion.

NOW, THEREFORE, in consideration of the approval of the Plat, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Association agree as follows:

1. Adequacy of Current Declaration Language. The County has indicated that the Declaration contains adequate language addressing the maintenance responsibilities of the Association as set forth in Article 9, Section 11.11, Section 12.06, and Section 12.07 of the Declaration (collectively, the “Declaration Maintenance Provisions”), which obligates the Association to maintain the Common Elements and provides the Association with the right (including the right to recoup costs) to maintain any exterior portion of any Site in the event the Owner thereof fails to do so in accordance with the requirements of the Declaration.

The County has further determined that such provisions in the Declaration not only address the responsibility for maintenance, but also address the appropriate level or standards of maintenance required for the above referenced elements.

2. Provision for Continued Maintenance in Accordance with Existing Declaration. Notwithstanding the foregoing, in order to ensure that such maintenance responsibilities persist pursuant to the scope and standards set forth in the existing Declaration, the Association hereby agrees that no modifications to the Declaration Maintenance Provisions of the Declaration, referenced above in paragraph 1 of this Agreement, shall be adopted without the advance written notice to and express consent of the Summit County Government. This provision is by its terms expressly limited to the Declaration Maintenance Provisions as articulated herein and shall not directly or indirectly apply to any other provisions in the Declaration.

3. Good Faith Compliance with Declaration Responsibilities for Maintenance. The Association agrees to bind itself and all successors, heirs and assigns to make good faith efforts to reasonably comply with the maintenance responsibilities set forth in the Declaration Maintenance Provisions of the Declaration. Any failure to make such good faith efforts may be deemed a violation of this Agreement subject to enforcement by the County as provided for herein. In determining if good faith efforts have been made, the County shall affirmatively consider any factors that the Association presents as justification for any such alleged failure, including, without limitation, delays occasioned by weather, necessity for investigations and/or third-party reports, and notice and cure periods under the Declaration.

4. Default; Notice. In the event the County determines that the Association is in default hereunder, the County shall notify the Association of such default in writing. Within thirty (30) days following receipt of such notice the Association shall commence correcting such default and shall diligently pursue completion of such correction thereafter, provided that in the event a default is not reasonably capable of being corrected within ninety (90) days, the Association shall contact the County staff and shall develop a timetable agreeable to the staff to correct the default and thereafter successfully correct the default with due diligence. If the Association fails or refuses to correct any default as provided above, the County may enforce this Agreement as hereafter provided.

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

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

7. Code Enforcement Authority. The parties hereto expressly acknowledge that neither the execution of this Agreement, nor the exercise of any rights or enforcement authority provided for herein, shall in any manner abrogate from the right of the County to enforce any applicable provision of state or local law or regulation, including without limitation any Code enforcement action in accordance with C.R.S. §30-28-124 & 30-28-124.5.

8. No Waiver/Latches. The failure of either party hereto to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof. No such action or inaction shall serve as the basis for any claim of waiver or latches by either party.

9. Modification of Agreement. The restrictions, covenants and limitations created herein may be modified or amended with the written consent of both the Association and the County. No such modification or amendment shall be effective until the proper written instrument shall be executed by duly authorized representatives of the parties hereto and recorded in the office of the Clerk and Recorder of Summit County, Colorado.

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

11. Severability. In case one or more of the provisions contained in this Agreement or any application hereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement and the application thereof shall not in any way be affected or impaired thereby.

12. Notices. Except as otherwise provided, all notices provided for or required under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given when actually received, five (5) days after mailed, postage prepaid, certified, return receipt requested, or one business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt, addressed to the parties hereto at their addresses appearing on the signature pages. Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications.

13. Jurisdiction and Venue. The laws of the State of Colorado shall govern the interpretation and performance of this Agreement. Venue shall only be proper in Summit County, Colorado.

14. Recording And Filing; Agreement Running With The Land. This Agreement shall be placed of record in the real property records of Summit County Colorado, and, except as otherwise provided herein, the benefits and burdens contained herein shall run with the land and shall bind and inure to, the Association and its successors and assigns; as well as to the County, its successors and assigns.

15. No Benefit to Third Parties. This Agreement does not and shall not be deemed to confer upon or grant to any third party any rights to claim damages or to bring any lawsuit, action or other proceedings against any of the parties hereto because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein. Other than as specified herein, this Agreement is not intended to impose any legal or other responsibility on the parties.

16. Governmental Immunity. The County does not intend to waive, by any provision of this Agreement, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time.

17. Defined Terms. Any initially capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the Declaration.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement for the Preservation of Association Maintenance Responsibilities as of the date first written above.

INC.

A-LIFT COMMUNITY ASSOCIATION,
a Colorado non-profit corporation

By: _____
Name: _____
Title: _____

Address:
c/o Continuum Partners, LLC
1881 16th Street, Suite 500
Denver, Colorado 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of A-Lift Community Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public

SUMMIT COUNTY, COLORADO

ATTEST:

By: _____
Clerk and Recorder _____, Chair

Board of County Commissioners

Address:
P.O. Box 68
Breckenridge, CO 80424

SUBDIVISION IMPROVEMENTS AGREEMENT

PLN _____

This Subdivision Improvements Agreement (Agreement) is made as of this ____ day of _____, 20__, between CONTINUED COPPER, LLC, a Colorado limited liability company (Owner/Developer), whose address is c/o Continuum Partners, LLC, 1881 16th Street, Suite 500, Denver, Colorado 80202, and the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY (County), whose address is P.O. Box 68, Breckenridge, Colorado 80424, Attention: County Engineer.

I. GENERAL

1.1 Purpose. The purpose of this Agreement is to provide for the completion of the Subdivision Improvements as hereinafter defined, for the Subdivision, as hereinafter defined.

1.2 Recitals.

(a) Owner/Developer is the owner and subdivider of the Subdivision and has presented a final plat of the Subdivision to the County for approval.

(b) The subdivision statutes of the State of Colorado, Section 30-28-137, C.R.S., and the Subdivision Resolution of the County authorize the execution of a subdivision improvements agreement between the County and Owner/Developer whereby Owner/Developer agrees to construct any required public improvements for the Subdivision and to provide security for completion of the Subdivision Improvements.

(c) This Agreement will provide for the completion of the Subdivision Improvements within the Subdivision and will protect the County from the cost of completing the Subdivision Improvements.

(d) This Agreement is not executed for the benefit of third parties such as, but not limited to, materialmen, laborers or others providing work, services or material for the Subdivision Improvements or lot or home buyers in the Subdivision.

1.3 Subdivision. The "Subdivision" shall mean A-Lift Neighborhood, a Resubdivision of Lot 2B, Copper Mountain East Neighborhood Subdivision, Summit County, Colorado, the final plat for which has been presented to the County and is expected to be approved by the County at the time of, and in connection with, approval of this Agreement by the County.

1.4 Subdivision Improvements. The "Subdivision Improvements" shall mean the street, drainage and other improvements listed on attached Exhibit A, and improvements described in the Plans, as hereinafter defined. Exhibit A includes estimated costs and completion dates for the Subdivision Improvements.

1.5 Plans. The "Plans" shall mean the Subdivision Improvement Plans approved by the County Engineer and the Board of County Commissioners, which Plans shall include grading, drainage, erosion control, revegetation, road improvement and composite utility plans.

II. CONSTRUCTION OF SUBDIVISION IMPROVEMENTS.

2.1 Agreement to Construct. Subject to and in accordance with the terms and provisions of this Agreement, Owner/Developer agrees to cause the Subdivision Improvements to be constructed and completed at its expense, in accordance with the Plans.

2.2 Final Plat Approval as Condition of Construction. Owner/Developer shall not commence construction and installation of the Subdivision Improvements until the County has given its approval to the final plat of the Subdivision.

2.3. Recordation of Final Plat. This Agreement must be entered into prior to recordation of the final plat in Summit County. The final plat shall not be recorded until either the Subdivision Improvements have been satisfactorily completed or until the receipt by the County of security in a form acceptable to the County for 115% of the estimated construction costs of said Subdivision Improvements as identified on Exhibit A of this Agreement.

2.4 Completion Date. Subdivision Improvements shall be completed within the time limits set forth on the attached Exhibit A ("Completion Date"). The Completion Date may only be extended for good cause, as determined by and approved by the County Planning Department in writing. Good cause for extension of the Completion Date will, without limitation, be deemed to exist if Owner/Developer is delayed in completing the Subdivision Improvements for a reason beyond the reasonable control of Owner/Developer, which Owner/Developer, despite the use of good faith and diligent efforts, is unable to overcome, including any delay caused by adverse weather conditions that do not allow for necessary work to be completed, fire, avalanche, land slide, flood, civil disturbance, act of a public enemy, terrorist acts, war, riot, sabotage, blockage, embargo, earthquake or other natural disaster, or a labor or material shortage not caused by Owner/Developer.

2.5 Construction Standards. The Subdivision Improvements, including water and sanitary sewer, shall be constructed in accordance with the Plans approved by the County Engineer and/or the applicable District, to the extent not otherwise provided in the Plans, in accordance with the County's ordinances, resolutions, and regulations.

2.6 Warranties of Owner/Developer. Owner/Developer warrants that the Subdivision Improvements will be installed in a good and workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Owner/Developer shall remain in force and effect as to any completed Subdivision Improvements until the lapse of two years after Preliminary Acceptance of the Subdivision Improvements as hereinafter provided in this Agreement, except as specifically provided below with respect to landscaping on steep slopes and wetlands mitigation work.

2.7 Title of Subdivision Improvements. All Subdivision Improvements shall be constructed within streets or easements or as otherwise shown on the Plans dedicated to the County in the final plat of the Subdivision or conveyed by other recorded instruments at the time the final plat is recorded. Subdivision Improvements for roads shall be in accordance with the Summit County Road and Bridge Design and Construction Standards. Title to the property shown on the final plat shall be vested, at the time the final plat is presented to the County for approval, in Owner/Developer and any other parties executing the final plat and shall be certified by a title company's or attorney's certificate shown on the final plat.

III. SECURITY FOR COMPLETION.

3.1 Deposit of Security for Owner/Developer Obligations. To secure the performance of the obligations of Owner/Developer under this Agreement to complete the Subdivision Improvements for the Subdivision, Owner/Developer shall deposit with the County an irrevocable letter of credit with provisions as hereinafter set forth, or a cash deposit or other financial guarantee deemed adequate by the County ("Security"). The Security shall be deposited after approval of the final plat for the Subdivision and shall be 115% of the estimated cost to construct the Subdivision Improvements which the Owner/Developer desires to construct. No conveyance or transfer of title to any lot(s), tract(s) of land within the Subdivision with uncompleted Subdivision Improvements shall be made, nor any building permit issued, unless the approved Security has been deposited with the County or unless all public improvements have been completed and Security in the amount of 115% of the estimated cost of said improvements has been deposited with the County as provided in Section 3.2 below. The Security shall be retained by the County until satisfaction of Owner/Developer's obligations under this Agreement or earlier release by the County.

3.2 Provisions for Letter of Credit. If an irrevocable letter of credit is provided as Security, such letter for credit shall be in an amount equal to 115% of the estimated cost to construct the Subdivision Improvements. The letter of credit shall be issued from [insert bank name], or such other bank as shall be approved by the County; shall have an expiration date no earlier than two years after its date of issue; and shall provide that it may be drawn upon from time to time by the County in such amount or amounts as the County may designate as justified, such amounts not to exceed, in the aggregate, the amount of the letter of credit. Draws under any such letter of credit shall be by a certificate signed by the Chairman or Acting Chairman of the Board of County Commissioners of Summit County stating that the County is entitled to draw the specified amount under the terms of this Agreement.

The right of the County to draw on any letter of credit shall be as provided in, and subject to, the provisions of Sections 5.1 through 5.5 of this Agreement.

3.3 Recording of Agreement. After approval of the final plat of the Subdivision by the County, this Agreement may, at the option and expense of the County, be recorded in the office of the Clerk and Recorder of Summit County. Upon Final Acceptance of all of the Subdivision Improvements by the County, the County shall deliver to Owner/Developer a recordable executed document which shall release all property within the Subdivision from any further effect of this Agreement.

IV. ACCEPTANCE OF IMPROVEMENTS.

4.1 Preliminary/Partial Acceptance. Upon the satisfactory completion of any of the specific Subdivision Improvements listed in Exhibit A, Owner/Developer shall be entitled to obtain preliminary acceptance thereof by the County ("Preliminary Acceptance") in accordance with the following provisions:

a) Upon such partial completion, Owner/Developer shall give written notice to the County Engineer requesting an inspection of the completed Subdivision Improvements ("Preliminary Inspection Notice"). The County shall inspect (or cause to be inspected by any applicable special district) the completed Subdivision Improvements within fourteen days after receipt by the County Engineer of the Preliminary Inspection Notice and, if the County Engineer (or any applicable special district) finds that the specified improvements have been completed substantially in accordance with the Plans and the other requirements of this Agreement, the County Engineer shall issue a letter evidencing Preliminary Acceptance within fourteen days after the inspection. The County's duty to inspect within fourteen days shall be extended, if necessary, due to weather or winter conditions causing inspection to be impractical or impossible.

b) If, upon inspection of the completed Subdivision Improvements, the County Engineer (or any applicable special district) finds that the specified improvements have not been completed substantially in accordance with the Plans and the other requirements of this Agreement, the County Engineer shall issue a written notice of noncompliance within fourteen days after the inspection specifying the respects in which the completed Subdivision Improvements have not been completed substantially in accordance with the Plans and the other requirements of this Agreement. Owner/Developer shall thereupon take such action as is necessary to cure any noncompliance and, upon curing the same, shall give a new Preliminary Inspection Notice to the County Engineer. Upon the giving of such a new Preliminary Inspection Notice, the foregoing provisions of this Section 4.1 shall apply.

c) Length of Guarantee Period for Landscaping and Wetlands Mitigation: In order to insure that successful, stable plant establishment is achieved, all landscape planting shall be subject to a guarantee period of two years from the date installation is completed, except, where planting, seeding, or revegetation is done on 3.33:1 or greater slopes, the initial guarantee period shall be three years. With respect to wetlands mitigation work, the guarantee period shall be five years.

4.2 Partial Release of Security. At the time of Preliminary Acceptance of any specific completed work items listed in Exhibit A, the County shall issue a written release of the Security and the plat restriction provided in Section 3.1. The amount to be released for the completed Subdivision Improvements shall be the total amount of the Security for each completed work item, provided sufficient amounts exist on deposit for completion of the remaining incomplete Subdivision Improvements. A "Warranty Security" in the amount of 15% of the total cost of such work items shall remain on deposit with the County until final acceptance of the completed Subdivision Improvements.

a) Prior to the release of any financial guarantee for landscape improvements, the County must determine that revegetation of the site is essentially free from weeds as identified by the County as invasive, noxious or otherwise nuisance weed species.

4.3 Maintenance Prior to Final Acceptance. Until Final Acceptance by the County (or any applicable special district) of the Subdivision Improvements, Owner/Developer shall, at Owner/Developer's expense, make all needed repairs or replacements to the Subdivision Improvements required on account of defects in materials or workmanship and shall be responsible for ordinary repairs and maintenance thereof including street sanding, snow removal, cleaning and sewer drainage.

4.4 Final Acceptance. Upon final completion of the Subdivision Improvements, Owner/Developer shall be entitled to obtain final acceptance thereof by the County ("Final Acceptance") in accordance with the following provisions.

a) No later than 60 days prior to the expiration of the warranty period for any phase of the Subdivision Improvements, Owner/Developer shall give written notice to the County Engineer requesting a final inspection of such phase of the Subdivision Improvements ("Final Inspection Notice"). The County shall inspect (or cause to be inspected by any applicable special district) such phase of the Subdivision Improvements within fourteen days after receipt by the County Engineer of the Final Inspection Notice and, if the County Engineer (or any applicable special district) finds that the phase of the Subdivision Improvements is substantially free of defects in materials and workmanship and has been repaired and maintained as and to the extent required in this Agreement, the County Engineer shall issue a letter evidencing Final Acceptance of the phase of the Subdivision Improvements. Again, the County may extend the inspection period due to weather and seasonal snow conditions.

b) If, upon final inspection of a phase of the Subdivision Improvements, the County Engineer (or any applicable special district) finds that the phase of the Subdivision Improvements is not substantially free of defects in materials and workmanship or has not been repaired and maintained as required under this Agreement, the County Engineer shall issue a written notice of noncompliance within fourteen days after the final inspection specifying the respects in which the Subdivision Improvements are not substantially free of defects in materials and workmanship or have not been repaired and maintained as required under this Agreement. Owner/Developer shall thereupon take such action as is necessary to cure any noncompliance and, upon curing the same, shall give a new Final Inspection Notice to the County Engineer. Upon the giving of such new Final Inspection Notice, the foregoing provisions of this Section 4.4 shall apply.

c) At the time of Final Acceptance of the Subdivision Improvements, Owner/Developer shall be entitled to a release of the Warranty Security for that phase. The release shall be in writing, signed by the County Engineer.

d) Upon Final Acceptance of the Subdivision Improvements, the County may, at its sole discretion, assume full responsibility for repairs and maintenance of the Subdivision Improvements as would normally be the responsibility of the County by law.

e) Prior to Final Acceptance of all of the Subdivision Improvements, "as constructed" engineering drawings shall be submitted to the County in accordance with County policy.

V. DEFAULTS AND REMEDIES

5.1 Default by Owner/Developer. A default by Owner/Developer shall exist after notice and an opportunity to cure as hereinafter provided if (a) Owner/Developer fails to construct the Subdivision Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Owner/Developer fails to complete construction of the Subdivision Improvements by the Completion Date provided herein, as it may be extended pursuant to the terms of this Agreement; (c) Owner/Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; (d) Owner/Developer otherwise breaches or fails to comply with any obligation of Owner/Developer under this Agreement; (e) Owner/Developer becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated a bankrupt pursuant to an involuntary petition in bankruptcy, or a receiver is appointed for Owner/Developer; (f) Owner/Developer fails to maintain in full force and effect the Security in the amounts specified in this Agreement. Notice of default as to the Subdivision Improvements must be given prior to expiration of the warranty period for such Subdivision Improvements as hereinafter provided.

5.2 Notice of Default. In the event a default by Owner/Developer is believed to exist, the County shall give written notice thereof to Owner/Developer, specifying the default and specifying a reasonable time within which Owner/Developer shall be required to cure the default.

5.3 Remedies of County. If Owner/Developer fails to cure such default within the reasonable time specified by the County, the County shall be entitled to (a) make a draw on the Security for the amount reasonably

determined by the County to be necessary to cure the default in a manner consistent with the approved Plans up to the amount of the Security; and (b) sue the Owner/Developer for recovery of any amount necessary to cure the default over and above the amount available under the Security, including court costs, witness fees and reasonable attorneys' fees; and (c) any other remedy at law or equity.

5.4 County Right to Complete Subdivision Improvements. The right of the County to complete or cause completion of the Subdivision Improvements as herein above provided shall include the following rights. The County shall have the right to complete the Subdivision Improvements, in substantial accordance with the Plans, the estimated construction costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor Owner/Developer who has acquired the Subdivision by purchase, foreclosure, or otherwise. The County, any contractor under the County, or any such successor Owner/Developer, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the streets and easements shown on the final plat of the Subdivision and upon any part of the Subdivision owned by Owner/Developer for the purpose of completing the Subdivision Improvements.

5.5 Use of Funds by County. Any funds obtained by County as Security, or recovered by the County from Owner/Developer by suit or otherwise, shall be used by the County to pay the costs of completion of the Subdivision Improvements substantially in accordance with the Plans and the other requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Owner/Developer, including costs, witness fees and reasonable attorneys' fees, with the surplus, if any, to be returned to Owner/Developer. Provided, however, that any funds or rights to such funds obtained may at the County's option be assigned or otherwise directed to the account of any third party for the purpose of completing the Subdivision Improvements.

VI. MISCELLANEOUS.

6.1 Indemnification. Owner/Developer shall indemnify and save harmless the County from (a) any and all suits, actions, claims, judgements, obligations, or liabilities of every nature and description which both arise from an event or occurrence prior to the date of Final Acceptance of the Subdivision Improvements and to the extent caused by, arise from, or on account of Owner/Developer's obligations under this Agreement; and (b) any and all suits, actions, claims, or judgments which both arise from an event or occurrence prior to the date of the Final Acceptance and are asserted by or on behalf of contractors or subcontractors working in the Subdivision, lot owners in the Subdivision, or third parties claiming injuries to the extent resulting from defective improvements constructed by Owner/Developer. This indemnification shall not apply to claims arising from the negligent acts or omissions of the County. Owner/Developer shall pay any and all judgements rendered against the County on account of any such suit, action, or claim, together with all reasonable expenses and attorneys' fees incurred by the County in defending such suit, action, or claim. The County shall, within fifteen days after being served with any such claim, suit, or action, provide Owner/Developer with a copy of the complaint. The Owner/Developer may provide proper legal representation for the County in said action, in which case the Owner/Developer shall not be responsible for any additional legal fees incurred by the County. The County agrees that the Owner/Developer may also, on its own behalf, become a party to any such action and the County agrees to execute any documents as may be necessary to allow the Owner/Developer to be a party.

6.2 Insurance. Owner/Developer shall require that all contractors engaged in the construction of the Subdivision Improvements maintain Worker's Compensation insurance. Before proceeding with the construction of Subdivision Improvements, Owner/Developer shall provide the County Engineer with written evidence of liability insurance in an amount of not less than One Million Two Hundred Thousand Dollars (\$1,200,000) each, or such other maximum amount of liability as may be specified in the Colorado Governmental Immunity Act, and protecting the County, as an endorsed additional insured, against any and all claims for injury or death to persons or damage to tangible property resulting from construction and/or installation of any Subdivision Improvements pursuant to this Agreement. The policy shall provide that the County shall be notified at least thirty days in advance of any reduction in coverage, termination, or cancellation of the policy. Owner/Developer agrees that any contractors engaged by or for Owner/Developer to construct the Subdivision Improvements shall maintain liability coverage in limits not less than those described above.

6.3 No Third Party Beneficiaries. No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and material,

laborers or others providing work, services, or materials for the Subdivision Improvements.

6.4 Assignability. Subject to the provisions of Section 3.1 above, Owner/Developer may convey or transfer title or interests in the Subdivision or any lot therein without the consent of the County and a grantee or transferee of Owner/Developer shall not be obligated to fulfill any of the obligations of Owner/Developer under this Agreement unless such grantee or transferee is the successor or assignee of Owner/Developer in its capacity as Owner/Developer of the Subdivision. Owner/Developer may assign its rights and obligations under this Agreement to a party who is the successor or assignee of Owner/Developer in its capacity as Owner/Developer of the Subdivision without the consent of the County; provided, however, that (a) Owner/Developer notifies the County of the assignment and of the name and address of the successor Owner/Developer; and (b) the successor Owner/Developer assumes the obligations of Owner/Developer under this Agreement. Unless otherwise agreed to in writing by the County, Owner/Developer shall remain liable for performance of the obligations of Owner/Developer under this Agreement. The County shall release Security furnished by Owner/Developer if the County accepts new security from any successor Owner/Developer of the Subdivision.

6.5 No Automatic Further Approvals. Execution of this Agreement by the County shall not be construed as a representation or warranty that Owner/Developer is entitled to any other approvals required from the County, if any, before Owner/Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.

6.6 Notices. All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (a) when actually delivered and received personally, by messenger service, or by fax or telecopy delivery; (b) on the next business day after deposit for delivery in an overnight courier service such as Federal Express; or (c) three business days after deposit in the United States mail, by registered or certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the party at the address below for that party or to such other address as such party may designate by written notice to the other party:

If to Owner/Developer: Continued Copper, LLC
c/o Continuum Partners
Attn: Mark G. Falcone
1881 16th Street, Suite 500
Denver, Colorado 80202

With a copy to:
Continuum Partners
Attn: Lenn Moldenhauer
1881 16th Street, Suite 500
Denver, Colorado 80202

If to County: Summit County Government
Attn: County Engineer
Post Office Box 68
Breckenridge, Colorado 80424

6.7 Further Assurances. At any time, and from time to time, upon request of either party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.

6.8 Binding Effect. Subject to Section 6.4 above, this Agreement shall run with the land and binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.9 Headings for Convenience. All headings and captions used herein are for convenience only and are

of no meaning in the interpretation or effect of this Agreement.

6.10 No Implied Waivers. The failure by a party to enforce any provision of this Agreement or the waiver of any specific requirement of this Agreement shall not be construed as a general waiver of this Agreement or any provision herein nor shall such action act to stop the party from subsequently enforcing this Agreement according to its terms.

6.11 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared to be invalid and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.

6.12 No Waiver of Sovereign Immunity. Nothing contained in this Agreement shall constitute a waiver of the sovereign immunity of the County under applicable state law.

6.13 Agent/Employee. The Owner/Developer is not an agent or employee of the County.

6.14 Consent to Jurisdiction and Venue. Personal jurisdiction and venue of any civil action commenced by either party to this Agreement with respect to this Agreement or a letter of credit shall be proper only if such action is commenced in the District Court for Summit County, Colorado. Owner/Developer expressly waives the right to bring such action in or to remove such action to any other court, whether state or federal.

6.15 Entire Agreement. This Agreement, and any agreement or document referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

OWNER/DEVELOPER: CONTINUED COPPER, LLC

BY: _____
Mark G. Falcone, Manager

STATE OF COLORADO)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__, by Mark G. Falcone, as Manager of Continued Copper, LLC, a Colorado limited liability company.

Witness my hand and official seal:

Notary Public

My commission Expires: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY

BY: _____
Kathleen Neel, Clerk and Recorder

BY: _____
Chair of the BOCC

PLAT NOTES:

1. THE OWNERSHIP, USE, AND OPERATION OF THE LOTS AND TRACTS DEPICTED ON THIS PLAT WITHIN THE A-LIFT NEIGHBORHOOD (I.E. LOTS 1-5, TRACTS 1-4 AND THE ROAD TRACT) WILL BE GOVERNED BY, AND SUBJECT TO, THE TERMS AND CONDITIONS OF THAT CERTAIN PLANNED COMMUNITY DECLARATION FOR A-LIFT COMMUNITY (THE "DECLARATION") RECORDED AFTER THIS PLAT IN THE REAL PROPERTY RECORDS OF SUMMIT COUNTY. THE DECLARATION SETS FORTH VARIOUS RIGHTS AND RESPONSIBILITIES FOR OWNERS AND USERS OF PROPERTY THAT IS SUBJECT TO THE TERMS OF THE DECLARATION AND REFERENCE TO THE DECLARATION IS HEREBY MADE FOR FURTHER INFORMATION REGARDING THE FOREGOING. THE REAL PROPERTY SUBJECT TO THIS PLAT MAY BE SUBJECT TO OTHER COMMON INTEREST COMMUNITIES CREATED BEFORE OR AFTER THE DATE OF THIS PLAT. THE OPEN SPACE TRACTS ESTABLISHED AS DESCRIBED IN NOTE 19 BELOW ARE NOT SUBJECT TO THE DECLARATION.
2. THE DECLARATION SETS FORTH VARIOUS SPECIAL RESERVED DECLARANT AND DEVELOPMENT RIGHTS IN FAVOR OF THE "DECLARANT" (AS DEFINED IN THE DECLARATION), INCLUDING, WITHOUT LIMITATION, THE RIGHT OF DECLARANT TO ADD, WITHDRAW, AND FURTHER SUBDIVIDE PROPERTY SUBJECT TO THE TERMS OF THE DECLARATION. UNTIL A LOT OR TRACT IS CONVEYED TO A PARTY WHO IS NOT DECLARANT OR IS OTHERWISE CONVEYED OR DEDICATED TO THE A-LIFT COMMUNITY ASSOCIATION, INC. (THE "ASSOCIATION") AS A COMMON ELEMENT, SUCH LOT OR TRACT SHALL BE SUBJECT TO ALL OF THE DEVELOPMENT RIGHTS RESERVED TO DECLARANT SET FORTH IN ARTICLE XVI OF THE DECLARATION.
3. THE EASEMENT AREA DESCRIBED HEREON AS "40.00' PUBLIC ACCESS, EMERGENCY ACCESS AND UTILITY EASEMENT" IS HEREBY DEDICATED AS PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE FOLLOWING PURPOSES: (A) PUBLIC PEDESTRIAN AND BICYCLE INGRESS AND EGRESS; (B) EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS; AND (C) THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES. SUCH NON-EXCLUSIVE EASEMENT AREAS ARE NOT BEING DEDICATED AS SEPARATE PUBLIC RIGHTS-OF-WAY AND THE OWNER OF THE LAND ON WHICH SUCH EASEMENTS ARE LOCATED RETAINS THE RIGHT TO USE SUCH LAND SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO APPLICABLE PROVISIONS OF THE COPPER PUD AND ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW. MAINTENANCE OF SUCH EASEMENT AREAS SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION AS FURTHER DESCRIBED BELOW.
4. THE EASEMENT AREA DESCRIBED HEREON AS "50.00' PUBLIC ACCESS, EMERGENCY ACCESS AND UTILITY EASEMENT" IS HEREBY DEDICATED AS PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE FOLLOWING PURPOSES: (A) PUBLIC VEHICULAR, PEDESTRIAN AND BICYCLE INGRESS AND EGRESS; (B) EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS; AND (C) THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES. SUCH NON-EXCLUSIVE EASEMENT AREAS ARE NOT BEING DEDICATED AS SEPARATE PUBLIC RIGHTS-OF-WAY AND THE OWNER OF THE LAND ON WHICH SUCH EASEMENTS ARE LOCATED RETAINS THE RIGHT TO USE SUCH LAND SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW. MAINTENANCE OF SUCH EASEMENT AREAS SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION AS FURTHER DESCRIBED BELOW.

5. SUMMIT COUNTY SHALL RETAIN THE RIGHT TO ENFORCE ALL APPLICABLE RULES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO PROHIBITIONS ON PARKING WITHIN THE ACCESS EASEMENTS AND OTHER TRAFFIC RELATED OFFENSES, IN ALL DEDICATED PUBLIC ACCESS EASEMENTS, INCLUDING THE ROAD TRACT.
6. THE ASSOCIATION SHALL MAINTAIN THE DEDICATED PUBLIC ACCESS EASEMENTS DESCRIBED IN NOTES 3 AND 4 ABOVE IN A MANNER AND TO A GENERAL LEVEL OF SERVICE CONSISTENT WITH OR BETTER THAN ALL OTHER PUBLIC ROADWAYS IN COPPER MOUNTAIN. IF THE ASSOCIATION FAILS TO PROVIDE AN EQUIVALENT QUALITY OF SERVICE, THE COUNTY RESERVES THE RIGHT TO PERFORM SUCH MAINTENANCE AND SHALL BE RECOMPENSED BY THE ASSOCIATION FOR THE COST OF PROVIDING SAID SERVICES. PRIOR TO THE COUNTY PERFORMING ANY SUCH MAINTENANCE, IT SHALL FIRST PROVIDE WRITTEN NOTICE TO THE ASSOCIATION OF THE OBSERVED DEFICIENCY IN THE LEVEL OF SERVICE BEING PROVIDED BY THE ASSOCIATION AND GIVE THE ASSOCIATION A REASONABLE PERIOD OF TIME TO CURE SUCH DEFICIENCY.
7. THE EASEMENT AREA DESCRIBED HEREON AS "30' EMERGENCY ACCESS EASEMENT" EXTENDING TO COPPER ROAD (CR 1190) IS HEREBY GRANTED AS A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE FOLLOWING PURPOSES: (A) EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS; AND (B) THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES. SUCH NON-EXCLUSIVE EASEMENT AREA IS NOT BEING DEDICATED AS A SEPARATE PUBLIC RIGHT-OF-WAY AND THE OWNER OF THE LAND ON WHICH SUCH EASEMENT IS LOCATED RETAINS THE RIGHT TO USE SUCH LAND SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW. MAINTENANCE OF SUCH EASEMENT AREA SHALL BE THE RESPONSIBILITY OF THE UNDERLYING LANDOWNER OR WHOMEVER SUCH LANDOWNER MAY CONTRACT WITH FOR SUCH PURPOSES.
8. THE "EMERGENCY ACCESS EASEMENT" DESIGNATED HEREON WITHIN LOT 5 IS HEREBY DEDICATED AS A PERPETUAL, NON-EXCLUSIVE EASEMENT TO PROVIDE FIRE TRUCKS AND OTHER EMERGENCY VEHICLES WITH A TURN-AROUND POINT. THE ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE AND SNOW PLOWING OF SUCH EMERGENCY ACCESS EASEMENT. THE OWNER OF LOT 5 RETAINS THE RIGHT TO USE SUCH EASEMENT SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW.
9. THE "25.00' UTILITY EASEMENT" ALONG THE COMMON BOUNDARY OF TRACT 1 AND LOT 4 IS HEREBY GRANTED AS A PERPETUAL NONEXCLUSIVE EASEMENT FOR: (A) THE OWNER AND OPERATOR OF THE COPPER MOUNTAIN SKI RESORT FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXTENSION OF AN UNDERGROUND RAW WATER LINE FOR SNOW MAKING PURPOSES; AND (B) TO THE APPLICABLE UTILITY PROVIDERS OR PRIVATE USERS FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UNDERGROUND POWER AND COMMUNICATIONS LINES. THE OWNERS OF TRACT 1 AND LOT 4 RETAIN THE RIGHT TO USE SUCH EASEMENT AREA SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW.

10. THE "15.00' PRIVATE TRAIL EASEMENT" WITHIN TRACT 1 ADJACENT TO LOT 4 IS HEREBY GRANTED TO THE ASSOCIATION AS A PERPETUAL PRIVATE, NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND SKIER ACCESS PURPOSES FOR THE BENEFIT OF THE ASSOCIATION AND ITS MEMBERS. SUCH EASEMENT INTEREST SHALL BE A "GENERAL COMMON ELEMENT" PURSUANT TO THE DECLARATION. THE OWNER OF TRACT 1 RETAINS THE RIGHT TO USE SUCH EASEMENT AREA SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW.

11. THE "ROAD TRACT" WILL BE GRANTED IN FEE SIMPLE TO THE ASSOCIATION AS A GENERAL COMMON ELEMENT PURSUANT TO THE TERMS OF THE DECLARATION. THERE ARE HEREBY GRANTED PERPETUAL NONEXCLUSIVE EASEMENTS IN THE ROAD TRACT FOR (A) THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES, (B) EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS, AND (C) PUBLIC NON-MOTORIZED ACCESS. THE OWNER OF THE ROAD TRACT MAY UTILIZE SUCH TRACT SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW. THE OWNER OF THE ROAD TRACT MAY USE SIGNAGE OR OTHER DESIGN FEATURES TO IDENTIFY ALLOWED USES AND USERS; HOWEVER, GATES OR OTHER BARRICADES SHALL NOT BE ALLOWED.

12. WITHOUT LIMITING THE FOREGOING, THE ROADS AND ASSOCIATED ACCESS IMPROVEMENTS WITHIN THE AREAS ON THIS PLAT IDENTIFIED AS THE "ROAD TRACT", "40.00' PUBLIC ACCESS, EMERGENCY ACCESS AND UTILITY EASEMENT", AND "50.00' PUBLIC ACCESS, EMERGENCY ACCESS AND UTILITY EASEMENT" SHALL BE MAINTAINED BY THE ASSOCIATION PURSUANT TO THE TERMS OF THE DECLARATION. MAINTENANCE OF CERTAIN OF THE COMMON ELEMENTS IS ALSO GOVERNED BY, AND MORE PARTICULARLY DESCRIBED IN, THAT CERTAIN PRESERVATION OF ASSOCIATION MAINTENANCE RESPONSIBILITIES EXECUTED BETWEEN THE ASSOCIATION AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY.

13. THE "20.00' TRAIL EASEMENT" EXTENDING ACROSS PRIVATE OPEN SPACE TRACT A FROM THE INTERSECTION WITH COLORADO HIGHWAY NO. 91 TO THE A-LIFT NEIGHBORHOOD IS HEREBY DEDICATED TO PUBLIC USE AS A PERPETUAL NON-EXCLUSIVE EASEMENT FOR TRAIL PURPOSES. WITHOUT LIMITING THE PUBLIC USE OF SUCH EASEMENT, THE ASSOCIATION AND ITS MEMBERS ARE ALSO BENEFICIARIES OF SUCH TRAIL EASEMENT. THE OWNER OF PRIVATE OPEN SPACE TRACT A RETAINS THE RIGHT TO USE SUCH EASEMENT AREA SO LONG AS SUCH USE DOES NOT INTERFERE WITH THE RIGHTS OF THE EASEMENT BENEFICIARIES AND SUBJECT TO ANY NECESSARY APPROVALS AND/OR PERMITS REQUIRED BY APPLICABLE LAW.

14. THE 10.00' SNOW STACK AND UTILITY EASEMENTS DEPICTED ALONG THE FRONT LOT LINES OF LOTS 1 AND 2 ARE HEREBY GRANTED AS NON-EXCLUSIVE PERPETUAL EASEMENTS TO: (A) ALL UTILITY PROVIDERS FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES IN LOCATIONS REASONABLY APPROVED BY EACH LOT OWNER; AND (B) THE ASSOCIATION FOR STACKING AND STORAGE OF SNOW PLOWED FROM THE ROAD TRACT; PROVIDED, HOWEVER, THAT NO SNOW WILL BE STACKED OR STORED WITHIN THE DRIVEWAYS CONSTRUCTED INTO EACH SUCH LOT.

15. ALL OF THE "DRAINAGE EASEMENTS" DEPICTED ON PRIVATE OPEN SPACE TRACT A PURSUANT TO SHEET 3 OF THIS PLAT ARE GRANTED AS NON-EXCLUSIVE PERPETUAL EASEMENTS FOR STORM

WATER CONVEYANCE, DRAINAGE AND RETENTION PURPOSES FOR THE BENEFIT OF THE LOTS AND TRACTS WITHIN THE A-LIFT NEIGHBORHOOD. THE OWNER OF PRIVATE OPEN SPACE TRACT A RETAINS THE RIGHT TO USE SUCH DRAINAGE EASEMENT AREAS IN ANY MANNER THAT IS NOT INCONSISTENT WITH THE FOREGOING EASEMENT PURPOSE. THESE DRAINAGE EASEMENT AREAS WILL BE MAINTAINED BY THE OWNER OF THE UNDERLYING LAND, SUBJECT TO ANY SEPARATE AGREEMENT BETWEEN THE APPLICABLE PARTIES. THE COUNTY WILL HAVE THE RIGHT TO MAINTAIN ANY SUCH AREAS THAT ARE NOT OTHERWISE BEING PROPERLY MAINTAINED.

16. PURSUANT TO THE DECLARATION, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED THEREIN, ALL OF THE "COMMON ELEMENTS" WILL BE MAINTAINED BY THE ASSOCIATION.

17. THE SINGLE-FAMILY DWELLINGS ON LOT 1 AND LOT 2 SHALL NOT EXCEED 30' IN HEIGHT AS MEASURED PER THE 2018 INTERNATIONAL FIRE CODE AND SHALL BE FURNISHED WITH THE SPRINKLER SYSTEM PER NFPA 13D. ALL IMPROVEMENTS ON THESE LOTS ARE ALSO SUBJECT TO THE HEIGHT STANDARDS PER THE COPPER MOUNTAIN PUD. THE CROSS-HATCHED AREAS ON LOTS 1 AND 2 ARE NON-DISTURBANCE AREAS WITHIN WHICH NO SITE DISTURBANCE IS PERMITTED AND SUCH AREAS SHALL BE PROTECTED WITH CONSTRUCTION FENCING OR SIMILAR MEANS DURING THE CONSTRUCTION ON SUCH LOTS.

18. THE "SWALE EASEMENT" IS A PERPETUAL, NON-EXCLUSIVE DRAINAGE SWALE EASEMENT HEREBY GRANTED TO THE A-LIFT NEIGHBORHOOD AND THE ASSOCIATION FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, IMPROVING AND REPLACING FROM TIME TO TIME DRAINAGE SWALES TO INTERCEPT, CONTROL AND CHANNEL STORM WATER AND SNOWMELT RUNOFF AWAY FROM THE A-LIFT NEIGHBORHOOD. THE DRAINAGE SWALE IMPROVEMENTS WITHIN THE SWALE EASEMENT WILL BE MAINTAINED BY THE OWNER OF THE UNDERLYING LAND, SUBJECT TO ANY SEPARATE AGREEMENT BETWEEN THE APPLICABLE PARTIES.

19. OPEN SPACE TRACTS: THIS PLAT HEREBY ESTABLISHES PRIVATE OPEN SPACE TRACTS A, B AND C ALSO KNOWN AS OS-U, OS-V, AND OS-X AS REGULATED BY THE COPPER MOUNTAIN PUD.

From: [Jim Ryan](#)
To: [Jessica Potter](#)
Subject: PLN 19-148 A Lift preliminary plat for subdivision/Copper Mountain
Date: Tuesday, March 31, 2020 11:01:34 AM

Ms. Potter,

As the President of the Timber Creek Condo Association (32 units/Copper) , I have been authorized by the board to tell Summit County we fully support this project and endorse both Mr. Falcone and Mr. Bilenduke's efforts.

Sincerely,

Jim Ryan

Jim Ryan
0800 Copper Road
PMB 3193
Copper Mountain, CO 80443

From: [Paul Tripodi](#)
To: [Jessica Potter](#)
Subject: PLN19-148
Date: Saturday, March 28, 2020 6:22:51 PM

Re: Copper Mountain A-lift Preliminary Plat

In general, I prefer the current proposal for development of the A-Lift area over the original location in the middle of the golf course.

However, I object to single family home sites 1 and 2 as they are located on a heavily forested hillside that will require significant tree removal. The master plan conformance statement says that few trees will have to be removed which is true on the valley floor but is not correct on these hillside sites. The statement also says that these sites will present "less visual impact to Highway 91 and other adjacent/existing subdivisions" which is also not true as the cleared hillside sites will be highly visible from the surrounding areas. Much more so than in the valley floor. The only way to build these homes on these sites will require extensive grading and any landscaping plan will require years of growth if the homes are ever possible to be screened. The only reason for these two single family sites at this location is to make as much money as possible from their adjacency to the ski slopes. These sites should be located off of the hillside and combined in a townhouse tract.

When I first saw the proposed scheme last year, I thought the location of the two single family homes on the hillside so outrageous that they must be sacrificial pawns to receive approval for the hotel development. Obviously not correct on my part. To preserve the existing, forested hill site, I ask you to request the removal of these two sites from the project for approval of the remainder of the development.

Thank you for your consideration of this comment.

Sincerely,
Paul Tripodi
Snowflake Condominium
Copper Mountain Resort

From: jilldred@comcast.net
To: [Jessica Potter](#)
Subject: re: PLN19-148
Date: Wednesday, March 25, 2020 3:21:25 PM

Hi Jessica,

Thank you for the letter re: PLN19-148.

I am a condo owner in Copper Springs at the base of Super Bee lift.

My concern about this new building project is parking in Alpine parking lot. One entrance and exit was not sufficient. That is the nicest thing I can say. Before adding more buildings and parking demand to that area, I would have liked to see parking handled more effectively during the ski season. The lines to get in and out were not nice. So I don't have confidence they'll be handled any better with more construction, less room, and more parking demand. I can't see how more single family housing enhances the entire community.

Thanks for listening and I hope for putting forward my concerns.

On a more human note, I hope you are safe, and distancing, and enjoying Colorado's constant beauty, in spite of Covid-19.

Sincerely,
Jill Knussmann

Copper Springs, Unit 402
Copper Springs, CO
720-301-1988 cell

2740 Deframe Rd.
Golden, CO 80401

RESOLUTION NO. 2020-__

**BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF SUMMIT
STATE OF COLORADO**

A RESOLUTION APPROVING PLANNING CASE #PLN19-148, A REQUEST FOR PRELIMINARY PLAT TO SUBDIVIDE 7.7 ACRES OF LAND AT THE A-LIFT NEIGHBORHOOD AT COPPER MOUNTAIN INTO 5 SINGLE-FAMILY LOTS, 3 TOWNHOUSE TRACTS, 1 HOTEL/CONDO TRACT, 1 ROAD TRACT, 3 OPEN SPACE PARCELS, AND 2 REMAINDER PARCELS; LOT 2B, COPPER MOUNTAIN EAST NEIGHBORHOOD SUBDIVISION, ZONED PARCEL 32, COPPER MOUNTAIN PUD. (APPLICANTS GRAEME BILENDUKE ON BEHALF OF POWDR-COPPER AND MIKE ANDERSON ON BEHALF OF CONTINUUM PARTNERS) AND

WHEREAS, Mike Anderson and Graeme Bilenduke have applied to the Board of County Commissioners for a Preliminary Plat to subdivide Lot 2B, Copper Mountain East Neighborhood Subdivision; and

WHEREAS, the Ten Mile Planning Commission reviewed the application at a public hearing on April 9, 2020 and recommended that it be approved; and

WHEREAS, the Board of County Commissioners has reviewed the application at a public hearing held on April 28, 2020, and considered the evidence and testimony presented at the meeting; and

WHEREAS, the Board of County Commissioners finds as follows:

1. The A-Lift Neighborhood subdivision request is compliant with zoning regulations applicable in the Copper PUD and Code, including but not limited to density and development constraints.
2. The A-Lift Neighborhood subdivision request is compliant with subdivision regulations including access, drainage, and fire protection.
3. The request is in general conformance with Countywide Comprehensive Plan, the Ten Mile Master Plan and the Copper Mountain Subbasin Plan including but not limited to land use, density, and environmentally sensitive areas.
4. The Copper Mountain Consolidated Metropolitan District will serve the A-Lift Neighborhood and they have submitted documentation that they can meet the projected demands.
5. There are no areas of geologic concern within the proposed subdivision; the Colorado Geologic Survey submitted a referral letter that they do not have objections to the proposal.
6. The A-Lift Subdivision will have access to the state highway system and county road system; CDOT has issued an access permit to construct a new intersection on Highway 91 to serve the subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO, THAT a request for preliminary plat to subdivide 7.7 acres of land at the A-Lift Neighborhood at Copper Mountain into 5 single-family lots, 3 townhouse tracts, 1 hotel/condo tract, 1 road tract, 3 open space parcels, and 2 remainder parcels; Lot

2B, Copper Mountain East Neighborhood Subdivision, zoned Parcel 32, Copper Mountain PUD is approved.

ADOPTED THIS 28TH DAY OF APRIL 2020.

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

Karn Stiegelmeier, Chair

ATTEST:

Kathleen Neel, Clerk & Recorder



Preliminary Plat A-Lift Subdivision, Copper Mountain



BOCC

April 28, 2020





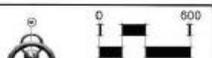
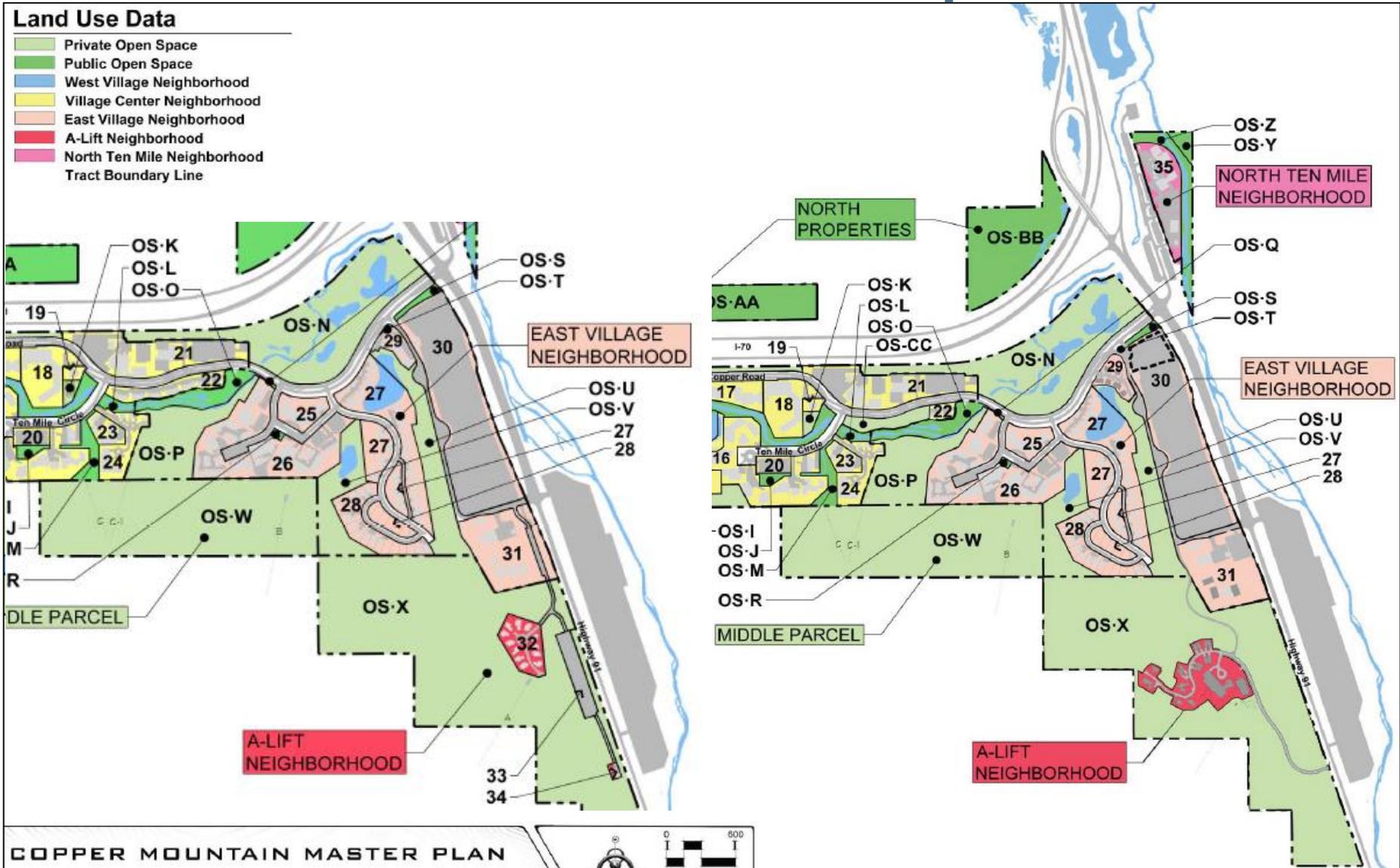
Context: Background and Next Steps

- TMPC: 6-0 recommendation of approval
 - Next: Class 6; G&E Permit; Class 4 TH and Class 4 Hotel/Condo
 - PLN18-078: Major PUD Amendment for the A-Lift Neighborhood (July 2019)
 - Increased parcel size: 3.5 to 7.7 acres
 - Increased intensity of permitted uses: 30 to 72 EUs for hotel, condos, and townhomes and 11,000 sq. ft. commercial,
 - Open Space & Development Constraint Analysis
 - PLN18-122: Master Plan Amendment
 - PLN17-058: Work Session
- 

PUD Parcel Map

Land Use Data

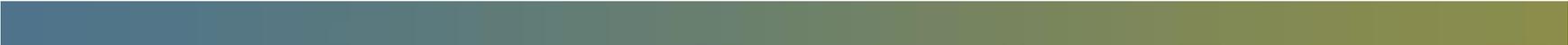
- Private Open Space
- Public Open Space
- West Village Neighborhood
- Village Center Neighborhood
- East Village Neighborhood
- A-Lift Neighborhood
- North Ten Mile Neighborhood
- Tract Boundary Line



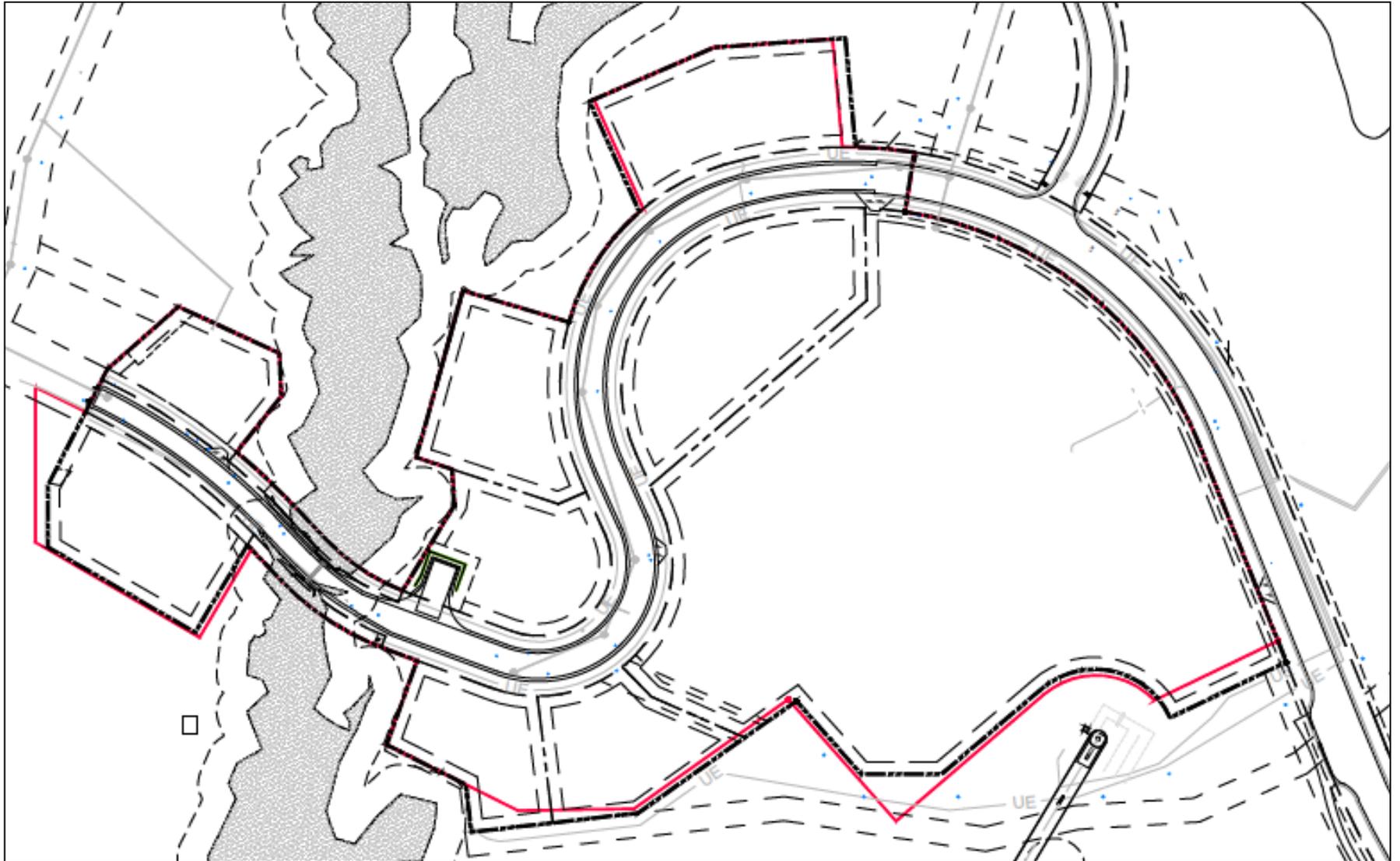


Criteria of Approval

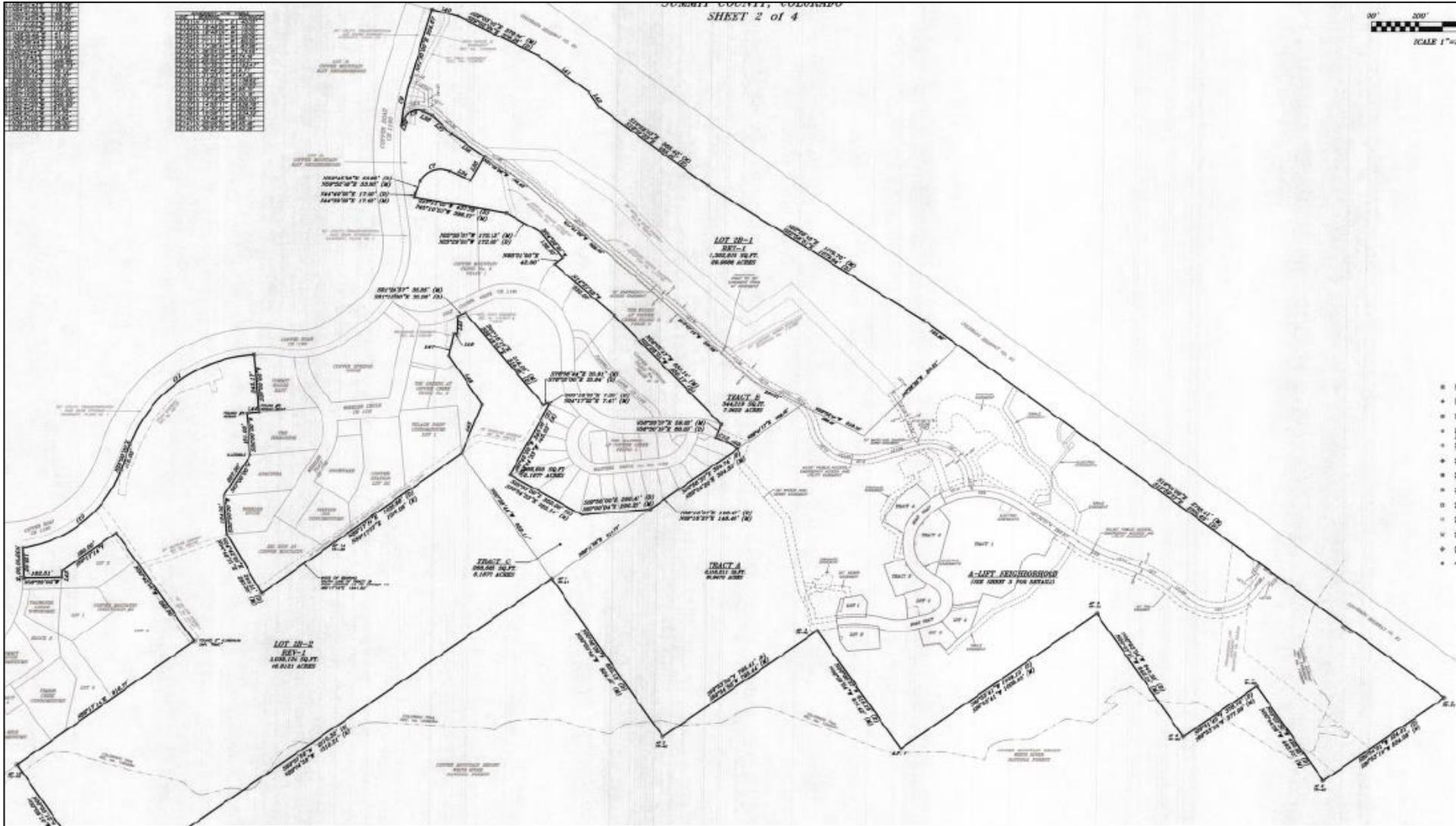
Section 8252.01 – Preliminary Plat

- A. Zoning Regulations
 - B. Subdivision Regulations
 - C. Master Plan goals/policies/actions
 - D. Water
 - E. Sewer
 - F. Soil / topographical conditions
 - G. Access
- 

Development Boundary



Proposed Plat (page 2)

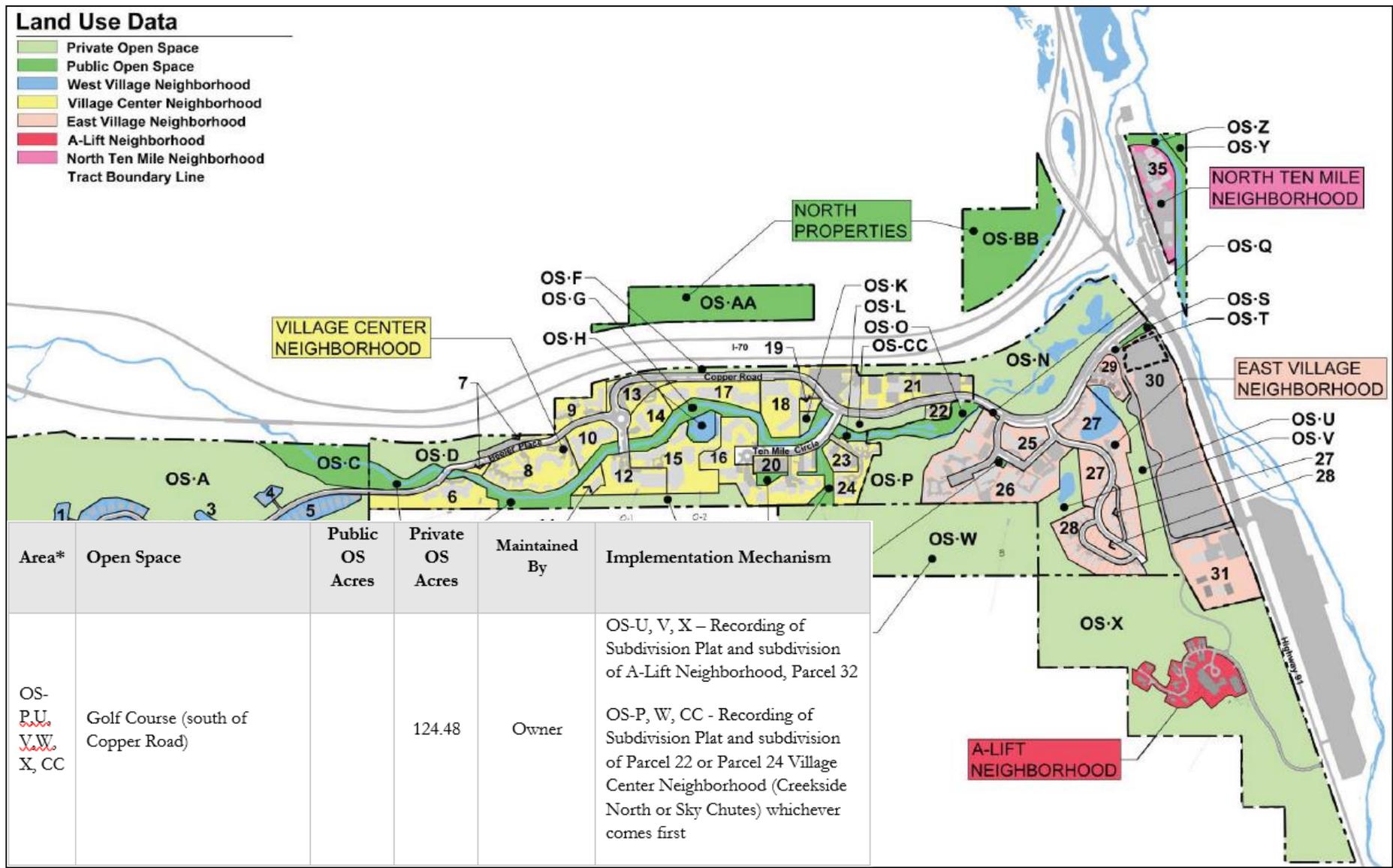


Open Space



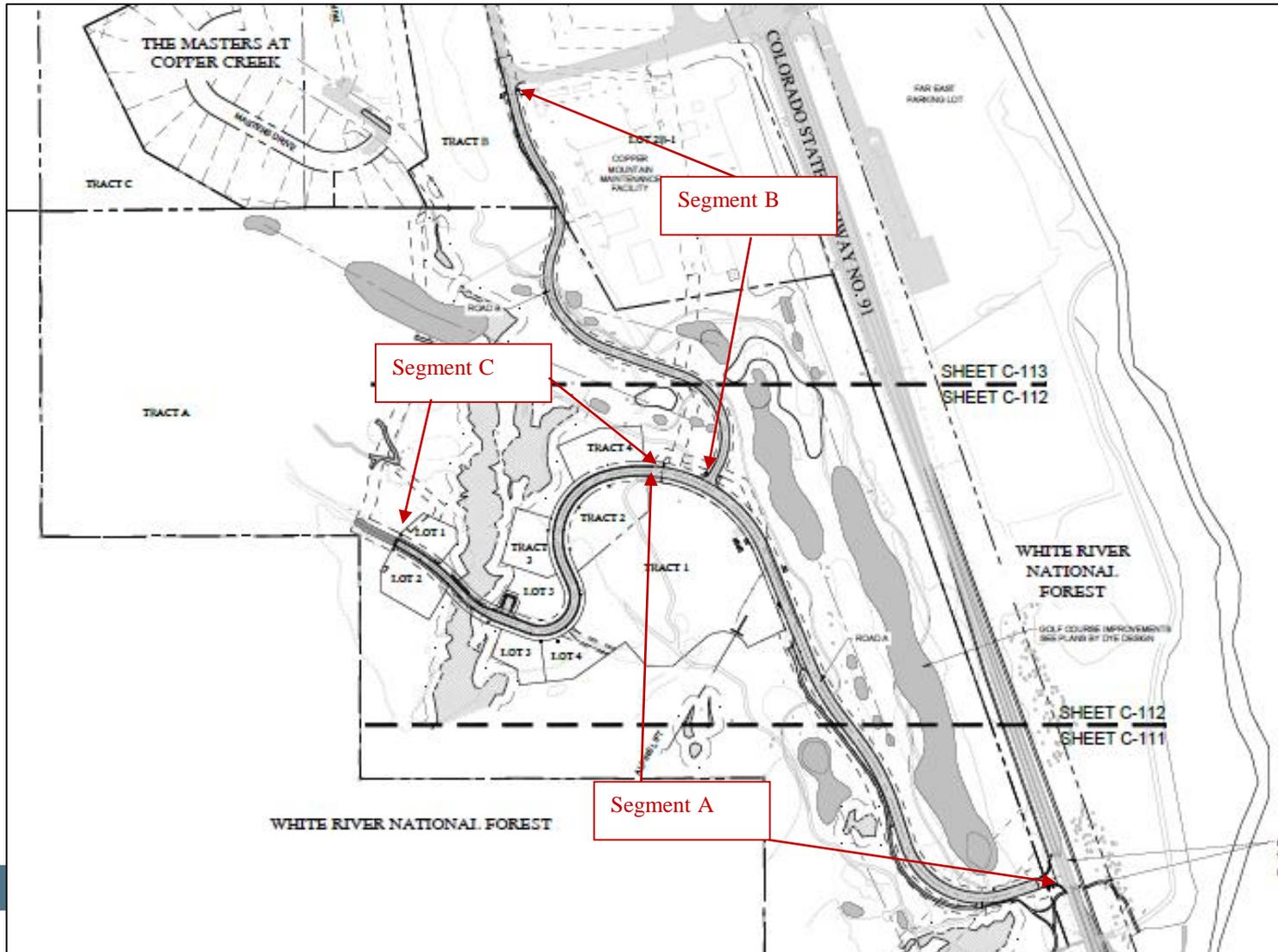
Land Use Data

- Private Open Space
- Public Open Space
- West Village Neighborhood
- Village Center Neighborhood
- East Village Neighborhood
- A-Lift Neighborhood
- North Ten Mile Neighborhood
- Tract Boundary Line

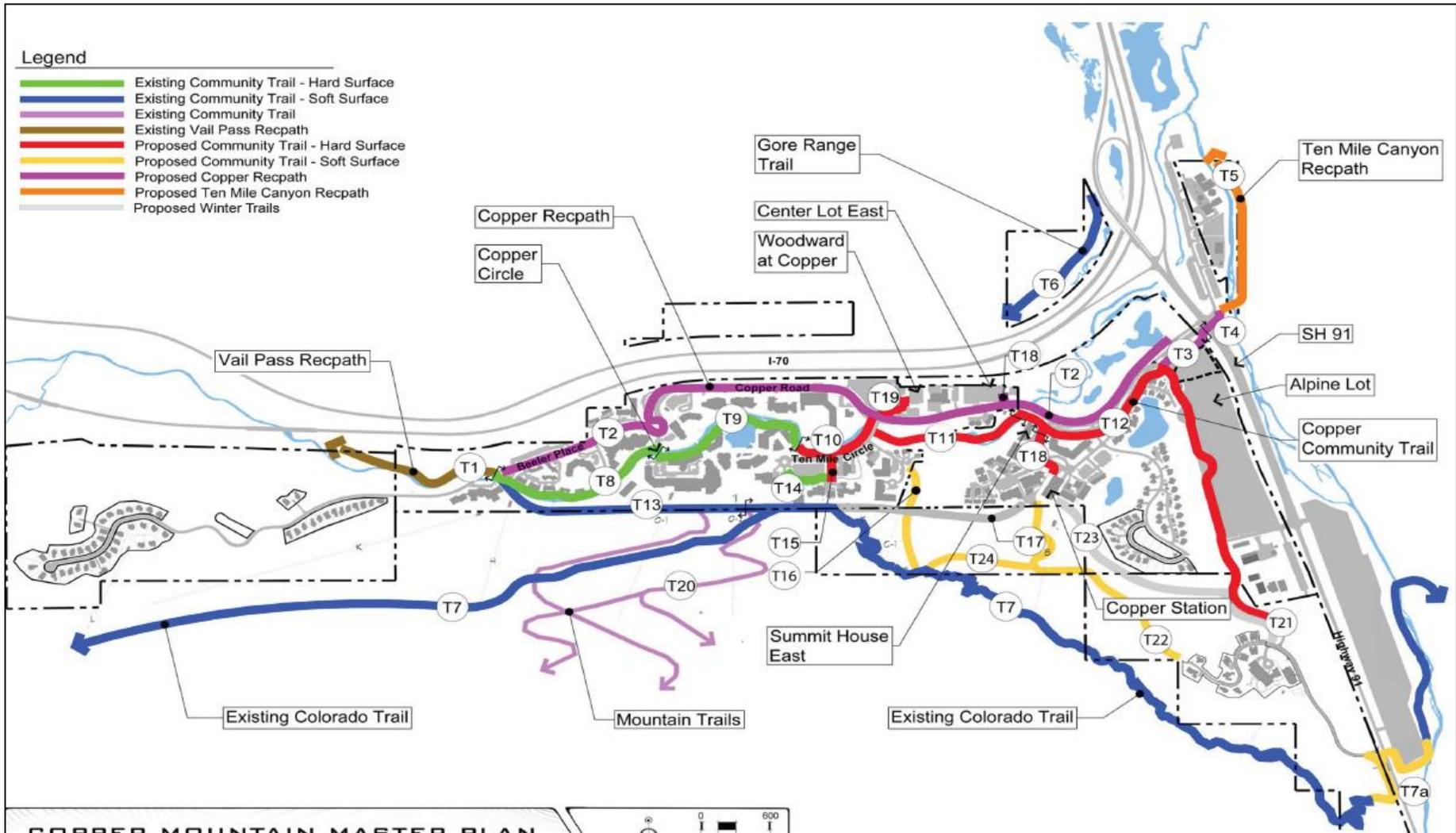


Area*	Open Space	Public OS Acres	Private OS Acres	Maintained By	Implementation Mechanism
OS-P, U, V, W, X, CC	Golf Course (south of Copper Road)		124.48	Owner	OS-U, V, X – Recording of Subdivision Plat and subdivision of A-Lift Neighborhood, Parcel 32 OS-P, W, CC - Recording of Subdivision Plat and subdivision of Parcel 22 or Parcel 24 Village Center Neighborhood (Creekside North or Sky Chutes) whichever comes first

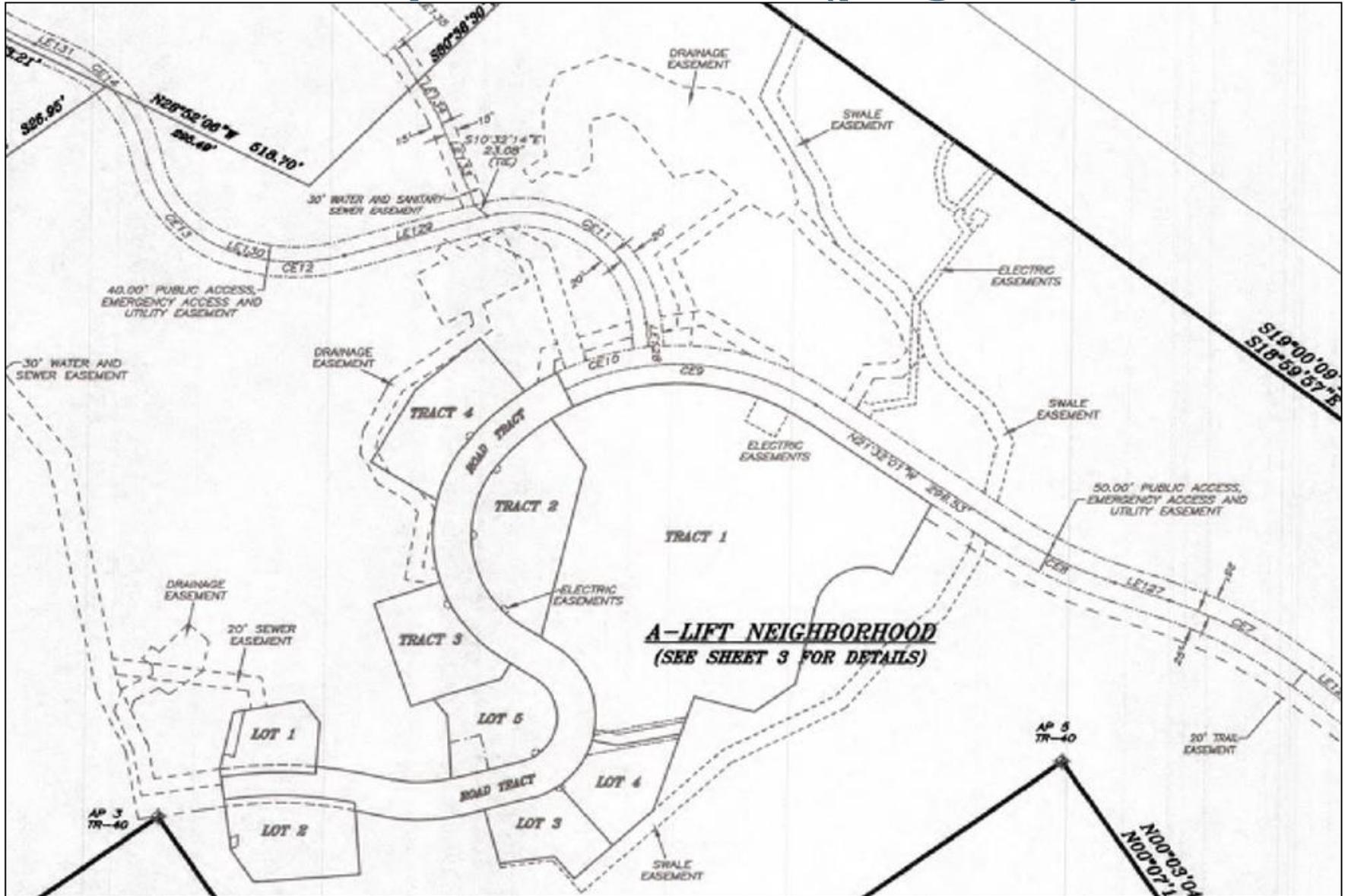
Access



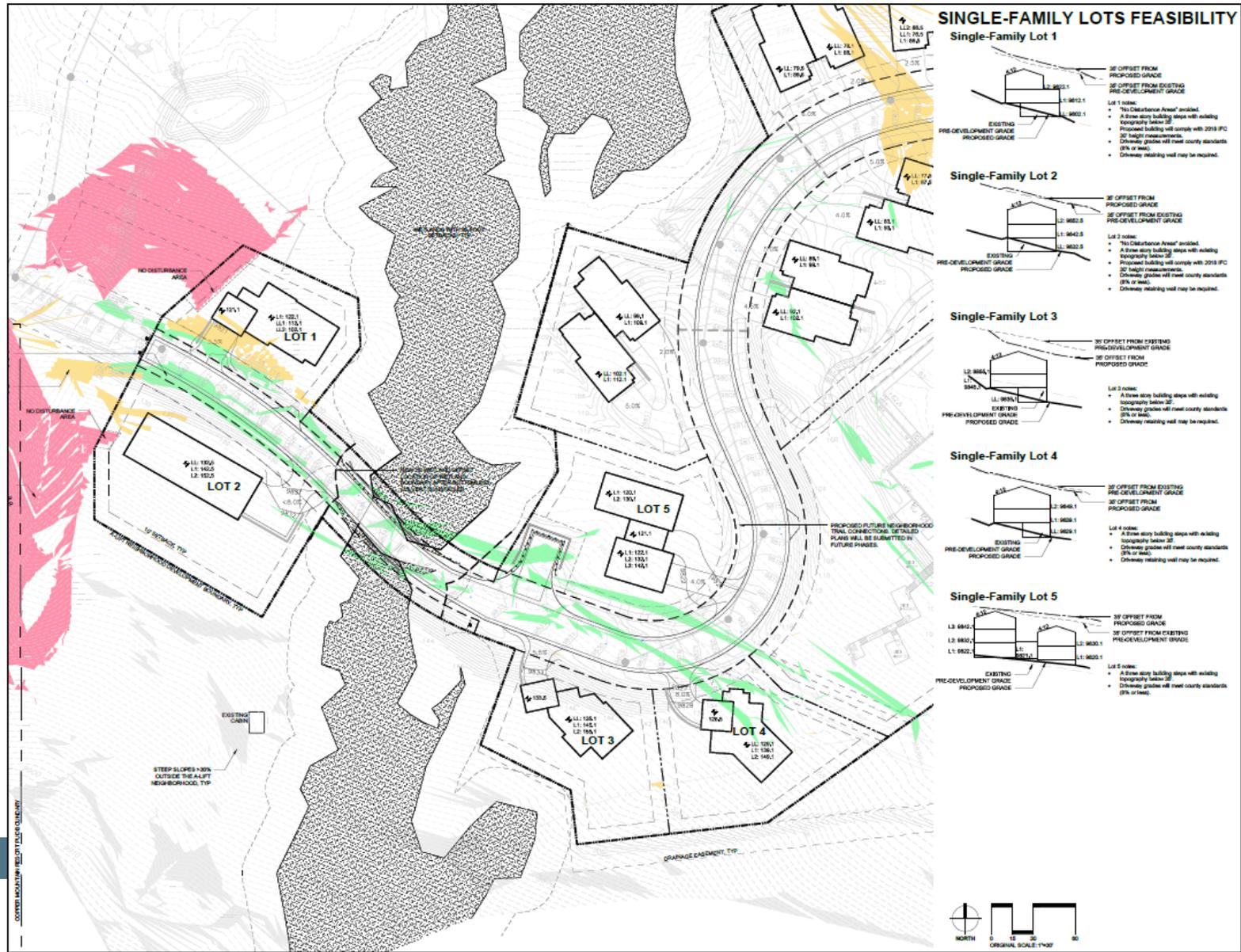
Trails



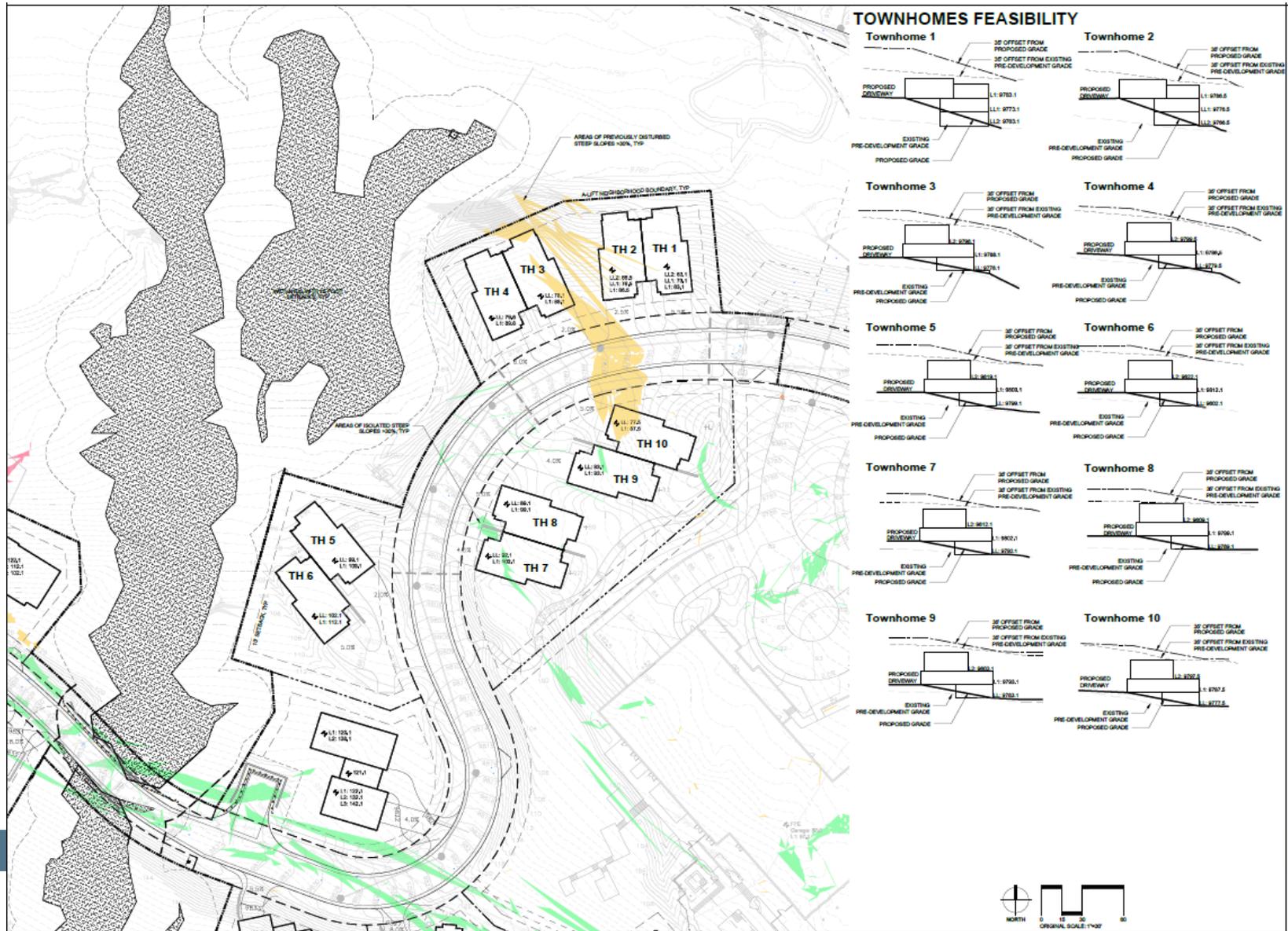
Proposed Plat (page 2)



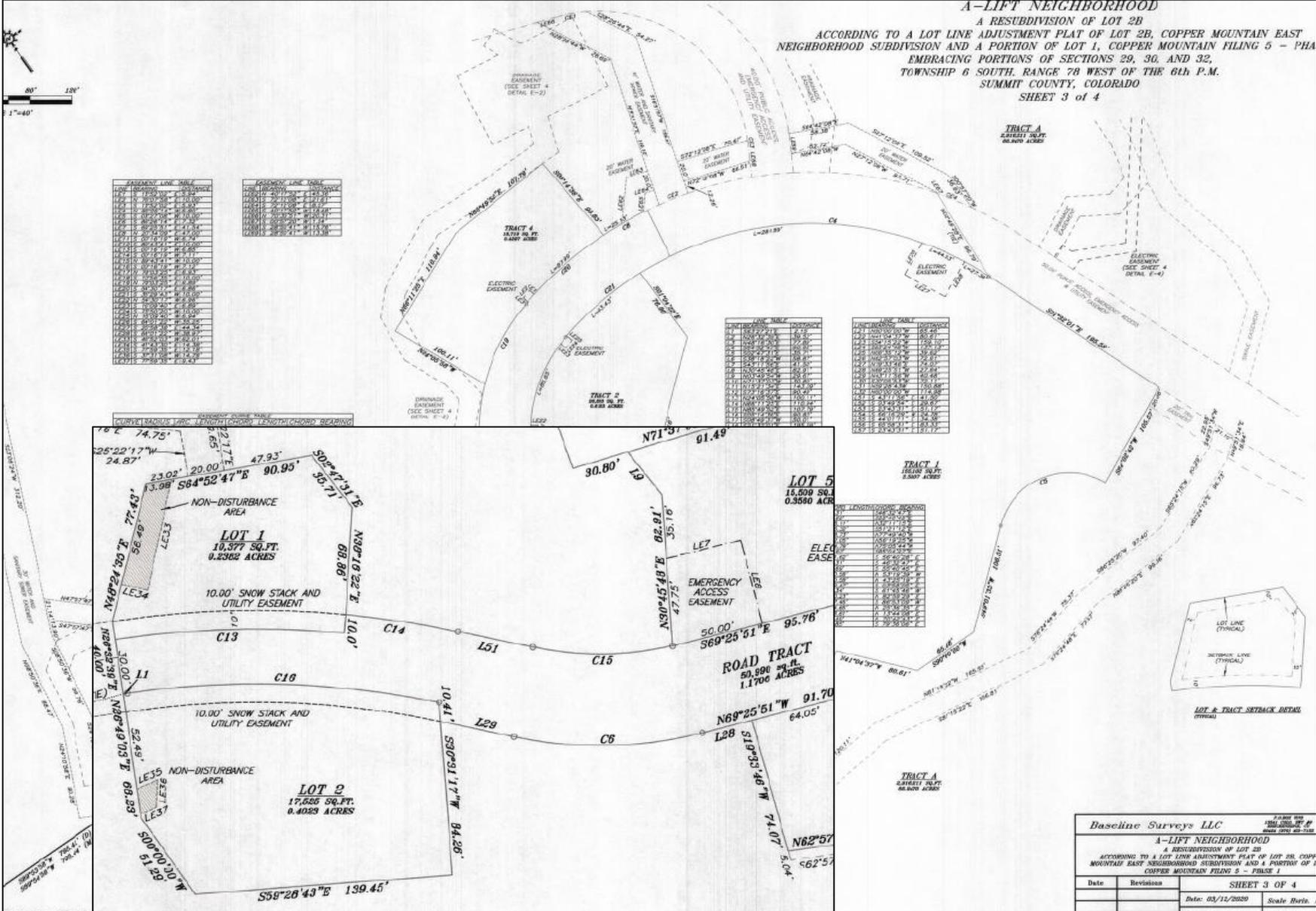
Conceptual Development Plan / Lot Feasibility



Conceptual Development Plan / Lot Feasibility



Proposed Plat



Baseline Surveys LLC			PLAT NO. 2024-0001
A-LIFT NEIGHBORHOOD			DATE 03/15/2020
A RESUBDIVISION OF LOT 2B			SCALE AS SHOWN ON PLAN
ACCORDING TO A LOT LINE ADJUSTMENT PLAT OF LOT 2B, COPPER MOUNTAIN EAST NEIGHBORHOOD SUBDIVISION AND A PORTION OF A COPPER MOUNTAIN FILING 5 - PHASE 1			
Date	Revision	SHEET 3 OF 4	
		Date: 03/15/2020	Scale: As Shown



Development Constraints in PUD

Slopes:

Disturbance to isolated, previously disturbed, or man-made slopes over 30% will be permitted if engineered slope stabilization measures and erosion prevention measures are implemented to the satisfaction of the County.

- Platted disturbance envelopes to protect “pink” 30% slopes

Wetlands:

Wetland and wetland setback disturbance shall be minimized in accordance with an approved wetland mitigation plan. A bottomless culvert shall be included in the road design for access to the single-family homes.

- 0.035 acres of wetland impacts, 0.269 acres of wetland setback impacts, and temporary construction impacts to 0.13 acres of wetland setback
 - 0.13 acre of wetlands and 0.28 acres of wetland setback created
- 



Master Plan Consistency

Comprehensive Plan

Environmentally Sensitive Areas:

Goal A. Protect and preserve environmentally sensitive areas.

Policy/Action 1. Environmentally sensitive areas should be identified, mapped, and protected to the greatest extent possible.

Ten Mile Master Plan

Land Use:

Goal A: Policy/Action 1. Locate urban development only within defined Urban Areas in the Basin, as identified on the Basin Land Use Map.

Copper Mountain Subbasin Plan

A-Lift Neighborhood

Goal F. Allow limited residential, commercial and hotel uses in the A-Lift Neighborhood that complement the Neighborhood's recreational amenities.

Policy/Action 1. The A-Lift Neighborhood should have a lower intensity of land uses than the Village Center and East Village Neighborhoods.

Policy/Action 4. Residential development may include condominiums, townhomes, duplexes and single-family units.



A-Lift: Triggers

- Within 12 months of G&E for phase I infrastructure:
 - 45 add'l parking spaces for a total of 106 Day Use Parking spaces in Parcel 31 - Maintenance Lot & improvements for snow storage in Parcel 31
 - Golf course improvements

 - Prior to 1st CO:
 - Wetland mitigation & Construction of T21 / Transit road “shuttle road”
 - Prior to 8th CO or 1st condo/hotel CO:
 - T22 and T24 trail construction (summer trails)
 - Prior to 1st condo/hotel CO on A-Lift or 1st CO on Creekside North (whichever comes first):
 - West Ten Mile Creek restoration of Reach 3 will be completed.
 - Prior to 1st condo/hotel CO: 30 AH or 50 EH credits (North Alpine)
 - Public restroom construction at the base of the A-Lift terminal
 - USFS cabin restoration and relocation
 - T23 winter trail access
 - Prior to 10th condo CO: 1 EH Unit in condo building
- 



Staff Recommendation

Staff recommends that the Board of County Commissioners approve the request with the following findings and no conditions:

1. The A-Lift Neighborhood subdivision request is compliant with zoning regulations applicable in the Copper PUD and Code, including but not limited to density and development constraints.
 2. The A-Lift Neighborhood subdivision request is compliant with subdivision regulations including access, drainage, and fire protection.
 3. The request is in general conformance with Countywide Comprehensive Plan, the Ten Mile Master Plan and the Copper Mountain Subbasin Plan including but not limited to land use, density, and environmentally sensitive areas.
 4. The Copper Mountain Consolidated Metropolitan District will serve the A-Lift Neighborhood and they have submitted documentation that they can meet the projected demands.
 5. There are no areas of geologic concern within the proposed subdivision; the Colorado Geologic Survey submitted a referral letter that they do not have objections to the proposal.
 6. The A-Lift Subdivision will have access to the state highway system and county road system; CDOT has issued an access permit to construct a new intersection on Highway 91 to serve the subdivision.
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