

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS
VILLAGE APPROVING A SITE PLAN AMENDMENT
FOR CLUBHOUSE RENOVATIONS, INCLUDING A PARKING REDUCTION
REQUEST, FOR THE GLENMOOR COUNTRY CLUB AT 110 GLENMOOR DRIVE**

WHEREAS, Glenmoor Country Club ("Owner") is the record property owner of property located at 110 Glenmoor Drive, and more particularly described in **Exhibit A**, attached hereto and incorporated herein ("Property"); and

WHEREAS, Owner plans to develop and improve a portion of the Property as more thoroughly described in an application for approval of a Site Plan Amendment, including a parking reduction request, submitted on May 24, 2024, as amended ("Application"), such Application being authorized by Article VII, Chapter 16 of the Cherry Hills Village Municipal Code ("Code"); and

WHEREAS, the Planning and Zoning Commission ("P&Z") held a duly noticed public hearing on December 10, 2024, to consider the Application, and following the conclusion of the public hearing, P&Z voted to recommend approval of the Application to City Council, based on the evidence and testimony presented at such hearing; and

WHEREAS, pursuant to the Code, the City provided notice of a City Council public hearing to be held on January 21, 2025; and

WHEREAS, the City Council thereafter held such duly-noticed public hearing on the Application, where evidence and testimony were presented to the City Council; and

WHEREAS, the City Council determines that testimony and other evidence in the record supports findings that the proposed Site Plan Amendment, as presented in the Application, meets the criteria outlined in Section 16-7-320(e) of the Code and all other applicable provisions of the Code and does so find; and

WHEREAS, the City Council finds that, based on the parking study submitted with the Application, and as set forth in the accompanying staff memo, the parking needs deriving from the authorized use of the Property will be adequately served, in that the typical parking demands will not exceed parking supply, and in the case of extraordinary parking demands, appropriate locations are available to accommodate the additional vehicles; and

WHEREAS, City Council desires to approve the Site Plan Amendment, including the parking reduction set forth therein, together with the related Second Amended and Restated Development Agreement defining the terms and conditions of approval pertaining to the Site Plan Amendment ("Development Agreement") in substantially the form attached hereto as **Exhibit B**.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE:

Section 1. Incorporation of Recitals. The recitals contained above are incorporated herein by reference and are adopted as findings of the City Council.

Section 2. Site Plan Amendment and Development Agreement Approved. The Site Plan Amendment, including the parking reduction set forth herein, and Development Agreement referenced herein is hereby approved. The City Attorney is authorized, in cooperation with the City Manager, to make non-material changes to the Development Agreement that do not increase the City's obligations and authorizes the Mayor to execute the same on behalf of the City when in final form.

Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

Section 4. Repealer. All resolutions or parts thereof in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or revive any resolution.

Section 5. Severability. If any provision of this resolution is found by a court of competent jurisdiction to be invalid, the remaining provisions of this resolution will remain valid, it being the intent of the City that the provisions of this resolution are severable.

Introduced, passed and adopted at a regular meeting of City Council this 21st day of January, 2025, by a vote of 4 yes and 1 no.

(SEAL)

Kathleen Brown
Kathleen Brown, Mayor

ATTEST:

Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie B. Guckenberger
Kathie B. Guckenberger, City Attorney

Exhibit A
Legal Description

TRACTS B AND E OF THE GLENMOOR OF CHERRY HILLS SUBDIVISION

Exhibit B
Development Agreement

CITY OF CHERRY HILLS VILLAGE, COLORADO
SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

GLENMOOR COUNTRY CLUB

THIS SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”) is entered into and made between **GLENMOOR COUNTRY CLUB**, a Colorado nonprofit corporation, whose address is 110 Glenmoor Drive, Cherry Hills Village, Colorado 80113, hereinafter referred to as “Glenmoor,” and the **CITY OF CHERRY HILLS VILLAGE, COLORADO**, a Colorado home rule municipal corporation whose address is 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113, hereinafter referred to as the “City.” Glenmoor and the City shall collectively be referred to as the “Parties.”

This Agreement shall be effective following execution by Glenmoor and immediately upon the date of the authorized execution of this Agreement by the City’s Mayor or Mayor Pro Tem (such date being here in after referred to as “Effective Date”).

RECITALS AND PRESENTATIONS:

WHEREAS, Glenmoor represents that it is the sole owner of the following described property located in the City of Cherry Hills Village, County of Arapahoe, State of Colorado:

The Glenmoor Country Club (“Club”) commonly addressed and known as 110 Glenmoor Drive, Cherry Hills Village, Colorado, and as more particularly described in the legal description attached as **Exhibit A**

(the “Property”); and

WHEREAS, Glenmoor is planning the development and/or improvement of a portion of the Property including but not limited to upgrading and refinishing certain existing building spaces, the addition of a new attached Pro Shop, and the installation of an asphalt parking lot located on Tract B of the Glenmoor of Cherry Hills subdivision as more thoroughly described in an application for approval of a site plan amendment submitted on May 24, 2024 (the “Site Plan Amendment Application”), such Site Plan Amendment Application being authorized by Article VII, Chapter 16 of the Municipal Code for the City of Cherry Hills Village; and

WHEREAS, the City previously entered into that certain Agreement Relating to Subdivision and Development of Glenmoor of Cherry Hills with Glenmoor of Cherry Hills, Ltd., a Texas limited partnership (“Subdivider”) dated September 12, 1983 and recorded September 12, 1983 in Book 3964 at Page 516 in the real property records of Arapahoe County, Colorado (the “Prior Agreement”); and

WHEREAS, the Subdivider is now defunct, having completed the subdivision improvements required under the Prior Agreement; and

WHEREAS, as set forth in the Prior Agreement, Glenmoor is secondarily responsible for certain continuing obligations of the Subdivider by virtue of the ownership of the Property and operation of the Club; and

WHEREAS, the City and Glenmoor previously entered into that certain First Amendment to the Development Agreement dated February 24, 2017, and recorded March 17, 2017 at Reception No. D7031067 in the real property records of Arapahoe County, Colorado (the “First Amendment”), which amended the Prior Agreement in order to permit Glenmoor to drill one (1) new water well at the specific location identified in the First Amendment; and

WHEREAS, the City and Glenmoor previously entered into that Amended and Restated Agreement Relating to Subdivision and Development of Glenmoor of Cherry Hills dated December 12, 2018 and recorded January 10, 2025, at Reception No. E5002741 in the real property records of Arapahoe County, Colorado (the “First Amended and Restated Agreement”), which replaced the Prior Agreement and the First Amendment in their entirety in order to permit Glenmoor to construct pool deck renovations, reconfigure play areas, and reconfigure parking lot drive aisles and related improvements; and

WHEREAS, Section 16-7-365 of the Municipal Code authorizes Glenmoor and the City to enter into this Agreement defining the terms and conditions of approval pertaining to the Site Plan Amendment Application; and

WHEREAS, the City and Glenmoor desire to enter into this Agreement in order to satisfy the requirement of Section 16-7-365 of the Municipal Code and to repeal and replace the First Amended and Restated Agreement in its entirety with this Agreement; and

WHEREAS, the Parties desire to document and memorialize the terms and conditions that will govern the continuing operation of the Club and maintenance of the Property,

NOW, THEREFORE in consideration of the mutual promises, covenants, and agreements to the Parties, the approval by the City of Cherry Hills Village of the Site Plan Amendment Application, and other good and valuable considerations, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties agree as follows:

1.0 USE AND OPERATION OF GLENMOOR PROPERTY.

1.1 **Trail Easements.** The bridle, pedestrian and bicycle trails or paths shown on the Glenmoor of Cherry Hills Plat as referenced in **Exhibit A** (the “Plat”) shall constitute perpetual easements for such use in favor of the City and its residents. Such easements shall not be subject to abandonment by action or inaction of the City.

1.2 **Water Wells.** The Parties acknowledge and agree that the Property is included within the boundaries of the Southgate Water District and the Denver Water Board service area. As of December 12, 2018, one (1) water well may be constructed on the Property in the specific location set forth in **Exhibit B** (the “Approved Well”). Use of the Approved Well shall be limited to providing non-potable irrigation water for the Glenmoor golf course.

New water wells may only be constructed on Property in accordance with this Paragraph 1.2. Locations of any additional water well(s) on the Property shall be subject to prior written approval by the Community Development Director of the City which approval will not be unreasonably withheld, conditioned or delayed, subject to applicable City referral procedures. Any accessory structure associated with a well (i.e., well house) shall not exceed one thousand (1,000) square feet and will not exceed ten (10) feet in height from existing grades, and shall be subject to all applicable development standards and building code requirements set forth in the Municipal Code.

(a) Notwithstanding the construction time limitation in Section 18-11-60 of the Municipal Code, initial drilling of the Approved Well may require twenty-four (24) hour operation and therefore shall be exempt from work hours for construction for a limited duration not to exceed seven (7) consecutive days.

(b) Well drilling operations for any additional water wells in excess of seven (7) consecutive days shall require: (1) prior written approval from the Community Development Director of the City which approval shall not be unreasonably withheld provided good cause exists for such extension; and (2) prior written notice to the Glenmoor Homeowners Association (the "HOA").

(c) Glenmoor shall defend, indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting from or arising from the drilling and operation of water wells pursuant to this Agreement.

(d) Glenmoor shall comply with all applicable federal, state and local laws with respect to its well drilling operations.

1.3 Floodplain. The existing flood plain area(s) within the Property shall be left undisturbed to the maximum extent possible. The only construction in the existing flood plain shall be the golf course and a bridge on Glenmoor Drive, which have been previously completed. If Glenmoor or the HOA seek development of any kind in the flood plain, Glenmoor shall file a flood plain development permit application in accordance with all applicable Municipal Code requirements.

1.4 Clubhouse. In no event shall the Glenmoor clubhouse exceed two (2) stories and a basement. The maximum building footprint of the clubhouse shall be 23,980 square feet ("Maximum Building Footprint"). If Glenmoor seeks to expand the building footprint beyond the Maximum Building Footprint, Glenmoor shall be required to submit a new application for a site plan amendment in accordance with the requirements of Article VII, Chapter 16 of the Municipal Code, as the same may be amended from time to time.

1.5 Fencing. Except as may be approved by the City Council, all fencing along the perimeter of the Property and/or the paths and trails shall be two-rail split rail fencing. Any proposed amendments to the perimeter fencing along the Property, or changes to landscaping within the existing bicycle, equestrian or pedestrian paths, shall be subject to prior approval by the City Council following review and recommendations duly made by the Parks, Trails and Recreation Commission ("PTRC") and the Planning and Zoning Commission.

1.6 Site Lighting. Exterior clubhouse lighting, and all street, parking lot, swimming pool, walkway, and other exterior lighting installed within the boundaries of the Property shall be in accordance with all applicable standards set forth in Section 16-4-120 and 16-4-130 of the Municipal Code, as the same may be amended from time to time. The lighting shall be so directed and of such type as not to illuminate property lying outside the boundaries of the Property. There shall be no lights on the golf course or tennis courts. Lights in the pool area shall be accent lighting and lighting not required for safety purposes shall be turned off in accordance with the Municipal Code.

1.7 Site Plan Amendment Membership Trigger. If Glenmoor Country Club membership exceeds 895 total members or if golf and social membership exceeds 745, Glenmoor shall submit a new application for a site plan amendment in accordance with the requirements of Article VII, Chapter 16 of the Municipal Code, as the same may be amended from time to time.

1.8 Parking Requirements and Reduction Granted. The minimum number of parking spaces required are imposed by Section 16-4-10 of the Municipal Code. As of the Effective Date, the Property is served by a total of 255 total parking spaces which is less than the 469 parking spaces required by the Municipal Code, as detailed in the table set forth below. The specific location of the 255 total parking spaces is set forth and shown in **Exhibit C** attached to this Agreement. Based on representations made by Glenmoor in the Site Plan Amendment Application and Glenmoor's agreement to continue to operate the Club and maintain the Property in strict accordance with the terms and conditions set forth in this Agreement, the City hereby grants a 45.6% reduction in the minimum required number of parking spaces as authorized by Section 16-4-10 of the Municipal Code based on a determination that the parking needs of Glenmoor will be adequately served by the 255 parking spaces existing as of the Effective Date.

Building Program	Number	Code Requirement	Parking Paces
Maximum Occupancy of Principle Building (Clubhouse)	1,305	1sp. / 4 Occupants	327
Golf Course Holes	18	2sp. / Golf Course Hole	36
Tennis Courts	3	2sp. / 1 Tennis Court	6
Employees on Max. Shift	50	2sp. / 1 Employee	100
		Total Parking Spaces Required	469
		Total Parking Spaces Provided	255
		Parking Reduction Requested	45.6%

(a) Following the Effective Date, no reduction in parking spaces below 255 spaces shall be permitted except upon approval of a new application for site plan amendment submitted in accordance with the requirements of Article VII, Chapter 16 of the Municipal Code, as the same may be amended from time to time.

(b) Following the Effective Date, no further use or expansion of the Property shall occur that will cause the approved parking reduction to exceed 45.6% without subsequent review and approval of the proposed parking reduction by City Council, in

accordance with Section 16-4-20 and the applicable requirements of Article VII, Chapter 16 of the Municipal Code.

(c) At such a time that there is reasonably anticipated to be between 580 and 659 attendees on site, the Club will use the maintenance facilities for employee parking, encourage employees to carpool, and have a parking attendant direct traffic.

(d) **Special Events.** For the purposes of this Agreement, "Special Events" means events for which attendance at the Club is anticipated to meet or exceed 660 attendees including, but not limited to, events related to Easter, Mother's Day, Memorial Day, Father's Day, the 4th of July, the Member/Guest Tournament, and Labor Day, for which attendance is anticipated to meet or exceed 660 attendees. During these Special Events, Glenmoor will secure off-site parking and provide, or cause to be provided, shuttle services to and from the off-site parking.

1.9 **Recorded Covenant.** The portion of the Property shown on the Plat as a golf course, including the portions of the individual lots which are subject to a recreational easement, are subject to a recorded covenant found in the Quit Claim Deed and Recreational Easement Agreement recorded August 31, 1984, in Book 4252 Page 310 in the records of the Arapahoe County Clerk and Recorder.

1.10 **Setbacks.** All setbacks from lot boundaries bordered by paved streets shall be measured from the nearest street curb, regardless of where the lot line falls for other purposes.

1.11 **Noise.** Glenmoor's use of the Property shall comply with applicable noise and/or nuisance regulations of the City of Cherry Hills Village, as now existing or as may be later amended or adopted by the City.

1.12 **Landscaping.** Glenmoor shall install and maintain in a living and healthy condition all landscaping described in the Site Plan Amendment Application. Any dead, diseased, or unhealthy landscaping materials shall be promptly replaced with materials of like kind and size. This requirement shall apply to the entirety of the Property.

2.0 MISCELLANEOUS PROVISIONS.

2.1 Waiver. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

2.2 No Waiver of Government Immunity. Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by law to the City of Cherry Hills Village, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part I of the Colorado Revised Statutes.

2.3 Binding Effect. The Parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the Property. To the extent permitted by law, Glenmoor and all future successors, assigns and legal representatives of Glenmoor shall be jointly and severally responsible for all terms, conditions, and obligations set forth in this Agreement.

2.4 No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Glenmoor, and nothing contained in this Agreement shall permit any other person or persons to bring any claim or cause of action under this Agreement. It is the express intention of the City and Glenmoor that any persons other than the City or Glenmoor receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

2.5 Remedies and Enforcement. Any activity or use of the Property that does not comply with the terms and conditions of this Agreement shall constitute a violation of this Agreement, a violation of the Municipal Code, and a violation of the City's approval of the previous Expanded Use Application or Site Plan Amendment, as applicable. In addition to any other rights or remedies provided by law, the City may initiate any one or more of the following actions: (1) delay processing of any pending land use applications; (2) issue stop work orders; (3) refuse to issue or approve any land development permit including but not limited to building permits, right-of-way permits, or certificates of occupancy; (4) issue a citation to Glenmoor or any contractor for violating the requirements of the Municipal Code; or (5) commence legal proceedings in any appropriate court of law.

2.6 Attorney's Fees. If Glenmoor breaches this Agreement, Glenmoor shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

2.7 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Glenmoor without the express written consent of the City of Cherry Hills Village which consent may be withheld at the City's discretion for any or no reason.

2.8 Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

2.9 Severability. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

2.10 Integration and Amendment. This Agreement represents the entire agreement between the Parties concerning the Site Plan Amendment Application and there are no oral or collateral agreements or understandings concerning the Site Plan Amendment Application. The Parties specifically acknowledge and agree that this Agreement supersedes and replaces both the Prior Agreement, the First Amendment, and the First Amended and Restated Agreement. Upon the Effective Date, the Prior Agreement, First Amendment, and First Amended and Restated Agreement shall be terminated and shall be of no further force or effect. This Agreement may be amended only by an instrument in writing signed by the Parties.

2.11 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Application materials including the Site Plan Amendment Application, and all supporting materials and consultant studies are incorporated into this Agreement by reference (collectively, "Application Materials"). All Application Materials are public records on file and available for review at the City of Cherry Hills Village, Village Center, 2450 East Quincy Avenue, Cherry Hills Village, Colorado.

2.12 Review of Referenced Documents. Glenmoor hereby understands and acknowledges that the public documents referenced in this Agreement, including but not limited to the Cherry Hills Village Municipal Code, were, prior to the execution of this Agreement, and are presently, available for review and inspection at the Cherry Hills Village City Hall, 2450 East Quincy Avenue, Cherry Hills Village, Colorado during regular business hours. Glenmoor has reviewed such documentation, or has elected not to review such documentation, prior to execution of this Agreement.

2.13 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by United States Mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the mailing address for such party, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

2.14 Authority. The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their organizations and to contractually bind their respective organizations.

2.15 Recording. A copy of this Agreement shall be recorded by the City, at the cost of Glenmoor, in the real property records of Arapahoe County, Colorado.

2.16 Counterparts; Electronic Signature; Authority. The Parties agree that this Agreement may be executed in multiple counterparts which, when signed by the Parties, shall constitute a binding agreement. The Parties further agree that this Agreement may be executed by electronic signature, and that electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

IN WITNESS WHEREOF, the undersigned have executed this Second Amended and Restated Development Agreement as of the date(s) set forth below.

CITY OF CHERRY HILLS VILLAGE, a
Colorado home rule municipal corporation

By Kathleen Brown
Mayor Kathleen Brown

Date of execution: 2/4, 2025

ATTEST:

Laura Giff
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie Guckenberger
Kathie Guckenberger, City Attorney

GLENMOOR COUNTRY CLUB, a Colorado nonprofit corporation

By:

Printed Name: Ryan Norris

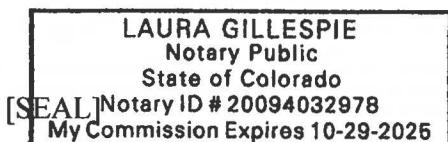
Title/Position: General Manager

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.
)

Acknowledged before me this 31st day of January, 2025, by
Ryan Norm's, as General Manager of GLENMOOR COUNTRY CLUB, a
Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 10/29/25



Laura Gilpin
Notary

EXHIBIT A
LEGAL DESCRIPTION

TRACTS B, C, D AND E GLENMOOR OF CHERRY HILLS according to the plat thereof recorded September 12, 1983, in Plat Book 67 at Pages 38, 39, and 40 in the County of Arapahoe together with the Recreation Easement described on such plat.

EXHIBIT B
WATER WELL – LOCATION DETAIL



EXHIBIT C
EXISTING PARKING

