



# Grand Lake Planning Commission

Wednesday, December 06, 2023 at 6:30 PM

Town Hall - 1026 Park Ave. \* Participation In-Person Only\*

*The Town of Grand Lake upholds the Six Pillars of Character:  
Citizenship, Trustworthiness, Respect, Responsibility, Fairness and Caring*

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## AGENDA

1. Call to Order
2. Roll Call
3. Consideration to approve Meeting Minutes [11-15-2023](#) Minutes
4. Unscheduled Citizen Participation  
*This time is reserved for members of the public to make a presentation to the Commission on items or issues that are not scheduled on the agenda. The Commission will not make any decisions on items presented during this time.*
5. Conflicts of Interest
6. Items of Business
  - A. Consideration of PC Resolution 11-2023; A Resolution to Approve a Lot Consolidation of Lots 12 & 13, Block 37, Town of Grand Lake, More Commonly Referred to as 213 & 217 Grand Ave
7. Items for Discussion
  - B. Fence Code Discussion
8. Future Agenda Items
  - C. Commissioners to review the 2020 Comprehensive Land Use Plan for Items of Discussion in January
9. Adjourn Meeting

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<https://us06web.zoom.us/j/84585084546?pwd=UG1Nb2FWQIFERG5aU2hwcFVZTHRodz09>

**You can also dial in using your phone. 1 (346) 248-7799**

**Meeting ID: 845 8508 4546**

**Access Code: 496153**



# Grand Lake Planning Commission

Wednesday, November 15, 2023 at 6:30 PM

Town Hall - 1026 Park Ave. \* Participation In-Person Only\*

*The Town of Grand Lake upholds the Six Pillars of Character:  
Citizenship, Trustworthiness, Respect, Responsibility, Fairness and Caring*

## AGENDA

1. Call to Order: 6:35pm called to order.
2. Roll Call

Commissioner Bishop joined virtually.  
Chairman Shockey absent due to being out of town.

Motion to excuse Chairman Shockey made by Board Liaison Sobon, Seconded by Commissioner Burke.  
Voting Yea: Commissioner Murray, Commissioner Burke, Commissioner Finch, Board Liaison Sobon,  
Commissioner Bishop

**Approved: 5:0**

3. Consideration to approve Meeting Minutes

Minutes 10-04-2023:

Motion to approve minutes made by Commissioner Burke, Seconded by Commissioner Finch.

Voting Yea: Commissioner Murray, Commissioner Burke, Commissioner Finch, Commissioner Bishop

Voting Abstaining: Board Liaison Sobon (not present at 10-04-2023 meeting).

**Approved: 4:0**

4. Unscheduled Citizen Participation: None
5. Conflicts of Interest: None
6. Items of Business

- A. QUASI JUDICIAL (PUBLIC HEARING): A Resolution Recommending Granting a Variance to Roadway Regulation 11-2-6 Allowing a Non-Conforming Driveway at 1204 West Portal Road

Community Development Director White presented the item.

Public Hearing opened at 6:37PM

The applicants, Keith Nichols and Cindy Biersdorfer of 1204 W. Portal Road, addressed the commission.

No other public comment, so public hearing closed at 6:50PM

Motion to approve Resolution made by Commissioner Finch, Seconded by Commissioner Burke.

Voting Yea: Commissioner Murray, Commissioner Burke, Commissioner Finch, Board Liaison Sobon

Voting Abstaining: Commissioner Bishop (not physically present, cannot vote)

**Approved: 4:0**

7. Future Agenda Items: No future agenda Items.

8. Adjourn Meeting: Meeting adjourned at 7:07PM

Motion made by Board Liaison Sobon, Seconded by Commissioner Burke.

Voting Yea: Commissioner Murray, Commissioner Burke, Commissioner Finch, Board Liaison Sobon,  
Commissioner Bishop

**Approved: 5:0**

ATTEST:

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James Shockey, Chairman

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Alayna Carrell, Town Clerk



Date: 12/6/2023  
To: Chairman Shockey and Commissioners  
From: Kimberly White, Community Development Director

Re: RESOLUTION 11-2023; A Resolution Recommending Approval of a Lot Consolidation of Lots 12-13, Block 37, Town of Grand Lake, More Commonly Referred to as 213-217 Grand Ave.



**Purpose**

The Town has received a lot consolidation request application from Danny and Alyson Hudson to consolidate two contiguous legal lots into one. This request requires Planning Commission recommendation and Board review.

**Municipal Code**

*M.C. 12-6-8 (B) Lot Consolidations*

*Any property owner requesting to combine two or more contiguous legal lots in a previously recorded subdivision, planned development, or traditional residential development, which are owned by the same person or entity must apply for a Lot Consolidation to be submitted for review by the Planning Commission and approval by the Board of Trustees.*

- 1. Lot Consolidations are defined as meeting all of the following criteria*
  - a. Affecting property that was previously subdivided into legally recognized lots or parcels*

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099  
PH. 970/627-3435  
FAX 970/627-9290  
E-MAIL: town@townofgrandlake.com



- b. Not relocating or reconfiguring previously established lot lines*
- c. Not resulting in a new lot that had previously been separate lots divided by a public or private road*
- d. Not creating or resulting in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard or regulation including, but not limited to, lot area, minimum frontage, building height, setbacks, density, public or private road or private drive standards, parking, or access.*
- e. Not altering public right-of-way or easements reserved for drainage or utilities of any kind located on the combined lots*

*2. Submittal Requirements*

*a. The applicant shall provide the following submission materials:*

- 1. Application Form*
- 2. Application fee or deposit*
- 3. Proof of ownership in the form of a deed of title*
- 4. Project description (narrative) including the following:*
  - a. Detailed description of lot and block numbers, new location of adjusted lot line with project coordinates, and resulting lot acreages*
  - b. Detailed description of type, size, and location of existing structures on all lots.*
- 5. A list of and addresses for all owners of adjacent property and all owners of easements over, through, or across the property.*
- 6. Lot Consolidation Plat (24" x 34") prepared by a registered land surveyor and drawn to a scale of no less than 1" = 50' (see 12-9-2 (E) and 12-9-11 (K) for specific items)*

*3. Review Procedures*

- a. The Town Planner will have fourteen (14) days from date of submission to determine completeness. Upon acceptance by the Town Planner for submission completeness, the Lot Consolidation request shall be reviewed by the Planning Commission at the next regularly scheduled public meeting. After receipt of recommendation by the Planning Commission, the Board of Trustees shall review the Lot Consolidation request at their next regularly scheduled public meeting.*

*4. Review Criteria*

- a. The Planning Commission and Board of Trustees shall apply the following review criteria in considering an application. No application shall be approved unless the Board of Trustees determines that all criteria have been met:*
  - 1. The combined lot(s) are legal lots as defined in section 12-6-8(A)1*
  - 2. The combined lot(s) would not subsequently create additional lots other than the resultant lot(s)*
  - 3. The lot consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way*
  - 4. \*The lot consolidation would not adversely affect adjacent properties and the property owners' enjoyment of their property*

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099

PH. 970/627-3435

FAX 970/627-9290

E-MAIL: town@townofgrandlake.com



5. Any covenants, deed restrictions, or other conditions of approval that apply to the original lots must also apply to the resultant lot(s)

\* For regulations governing maximum permitted floor area of structures on properties with combined lots, see sections 12-2-10(C) to 12-2-18(C).

5. Procedure Following Approval

a. Where the Board of Trustees has determined that a proposed Lot Consolidation complies with the requirements of these regulation, the Final Lot Consolidation Plat shall be endorsed by the Chair of the Planning Commission and the Mayor of the Town and thereafter the Town Clerk shall file the approved Plat with the Town and with the Grand County Clerk and Recorder.

6. In Perpetuity

a. Once a Lot Consolidation Plat has been approved, filed, and recorded, the resultant lot(s) are to be considered one (or more) new lot(s), in perpetuity, never to be sold separately or mortgaged separately. Only upon reapplication with the Town to re-subdivide the resultant lot(s) again can these lot(s) be sold or mortgaged separately.

**Staff Comments**

The applicant has provided all of the appropriate submission materials as part of the submission package, including an application fee payment, deed of title, a list of adjacent property owners and easements (none), and a proposed lot consolidation plat (exhibit A). The property complies with all of the requirements for lot consolidation.

Staff believes the applicant meets the criteria for approval by the Planning Commission in the following ways:

- The combined lots as shown on the proposed plat meet all the attributes as defined under section 12-6-8(A)
- No other lots are created other than the one consolidated lot
- The lots are vacant and no development has occurred at this point, so lot consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way.
- The lot consolidation would not adversely affect adjacent properties and the property owners' enjoyment of their property, as there is nothing currently built on the property.
- No deed restrictions or conditions are listed on the Applicant's warranty. Staff is unaware of any other covenants or restrictions if they exist.

**Recommendation**

Staff recommends that the Commission recommend to allow the lot consolidation of Lots 12-13 Block 37, Town of Grand Lake, to be known as 217 Grand Ave. in order to allow the owner to build a home across lot lines.

**Suggested Motions For Lot Consolidation Request:**

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099  
PH. 970/627-3435  
FAX 970/627-9290  
E-MAIL: town@townofgrandlake.com



- Or
1. I move to adopt resolution 11-2023, as presented.
- Or
2. I move to adopt resolution 11-2023, With The Following Modifications  
\_\_\_\_\_.
- Or
3. I Move To Deny The Request As Presented.



**TITLE COMPANY**  
of the rockies

721 Grand Avenue, Suite B  
P.O. Box 1939  
Grand Lake, CO 80447  
Phone: 970-627-0400 Fax: 877-239-2981

**COMMITMENT TRANSMITTAL**

**Commitment Ordered By:**

Katie Fox  
RE/MAX Resorts of Grand County  
P.O. Box 39  
728 Grand Avenue  
Grand Lake, CO 80447  
Phone: 970-531-6888 Fax:  
email: katiegrandlake@gmail.com;  
shurie@grandmtnremax.com

**Inquiries should be directed to:**

Sonya Hervert  
Title Company of the Rockies  
721 Grand Avenue, Suite B  
P.O. Box 1939  
Grand Lake, CO 80447  
Phone: 970-627-0400 Fax: 877-239-2981  
email: SHervert@titlecorockies.com

**Commitment Number:**

1119849-C

**Buyer's Name(s):**

Alyson Hudson and Danniell Hudson

**Seller's Name(s):**

Pendelwood Properties LLC, a Colorado limited liability company

**Property:**

213 & 217 Grand Avenue, Grand Lake, CO 80447  
Lot 12 & 13, Block 37, Subd: Grand Lake - Grand County, CO

**COPIES / MAILING LIST**

Alyson Hudson and Danniell Hudson

Dana Wood, Manager  
Pendelwood Properties LLC, a Colorado limited liability company

Shea Murphy  
Re/Max Peak to Peak  
78491 US Hwy 40  
Winter Park, CO 80482  
Phone: 970-726-5700  
email: sheamurphy@remax.net; shea@remaxpeak2peak.com

Katie Fox  
RE/MAX Resorts of Grand County  
P.O. Box 39  
728 Grand Avenue  
Grand Lake, CO 80447  
Phone: 970-531-6888 Fax:  
email: katiegrandlake@gmail.com;  
shurie@grandmtnremax.com

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.

*Service Beyond Expectation in Colorado for: Eagle, Garfield, Grand, Pitkin and Summit Counties. (Limited Coverage: Jackson, Lake, Park and Routt Counties)  
Locations In: Avon/Beaver Creek, Basalt, Breckenridge, Grand Lake and Winter Park. (Closing Services available in Aspen and Glenwood Springs).*





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of the rockies

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**Commitment Number:**

1119849-C

**Buyer's Name(s):**

Alyson Hudson and Danniell Hudson

**Seller's Name(s):**

Pendelwood Properties LLC, a Colorado limited liability company

**Property:**

213 & 217 Grand Avenue, Grand Lake, CO 80447  
Lot 12 & 13, Block 37, Subd: Grand Lake - Grand County, CO

**TITLE CHARGES**

These charges are based on issuance of the policy or policies described in the attached Commitment for Title Insurance, and includes premiums for the proposed coverage amount(s) and endorsement(s) referred to therein, and may also include additional work and/or third party charges related thereto.

If applicable, the designation of "Buyer" and "Seller" shown below may be based on traditional settlement practices in Grand County, Colorado, and/or certain terms of any contract, or other information provided with the Application for Title Insurance.

Owner's Policy Premium:	\$845.00
Loan Policy Premium:	
Additional Lender Charge(s):	
Additional Other Charge(s):	
Tax Certificate:	\$25.00
Total Endorsement Charge(s):	\$75.00
TBD Charge(s):	
<b>TOTAL CHARGES:</b>	<b>\$945.00</b>

**COMMITMENT FOR TITLE INSURANCE**

Issued by



as agent for

*Westcor Land Title Insurance Company*

**SCHEDULE A**

**Reference:**

**Commitment Number:** 1119849-C

1. Effective Date: **April 10, 2023, 7:00 am** Issue Date: **April 19, 2023**

2. Policy (or Policies) to be issued:

ALTA® 2021 Owner's Policy	Policy Amount:	<b>\$170,000.00</b>
	Premium:	<b>\$920.00</b>

Proposed Insured: **Alyson Hudson and Daniel Hudson**

3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:  
**Pendelwood Properties LLC, a Colorado limited liability company**

5. The Land is described as follows:

**FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE**

For Informational Purposes Only - APN: **R311382 / 119306117019**

Countersigned  
Title Company of the Rockies, LLC

By:

**Mike Mulligan**

**SCHEDULE A (continued)**

**LEGAL DESCRIPTION**

The Land referred to herein is located in the County of Grand, State of Colorado, and described as follows:

Lots 12 and 13,  
Block 37,  
TOWN OF GRAND LAKE

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Commitment No: 1119849-C

## COMMITMENT FOR TITLE INSURANCE

Issued by

*Westcor Land Title Insurance Company*

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Statement of Authority by Pendelwood Properties LLC, a Colorado limited liability company, authorizing the transaction, executed by the managers or members set forth in the Operating Agreement.

**NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**

6. Deed from Pendelwood Properties LLC, a Colorado limited liability company to Alyson Hudson and Danniell Hudson.

NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

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Commitment No: **1119849-C**

The Owner's Policy, when issued, will not contain Exceptions No. 1, 2, 3 and 4 provided that:

(A) The enclosed form, of indemnity agreement or final affidavit and agreement is properly executed and acknowledged by the party(ies) indicated and returned to the Company or its duly authorized agent, and

(B) The applicable scheduled charges in the amount of \$75.00, are paid to the Company or its duly authorized agent.

NOTE: EXCEPTION NO. 5 UNDER SCHEDULE B, SECTION 2 OF THIS COMMITMENT WILL NOT APPEAR IN THE POLICY OR POLICIES TO BE ISSUED PURSUANT HERETO, PROVIDED THAT (A) THE DOCUMENTS CONTEMPLATED BY THE REQUIREMENTS SET FORTH IN SCHEDULE B, SECTION 1 OF THIS COMMITMENT ARE SUBMITTED TO AND APPROVED AND RECORDED BY THE COMPANY OR ITS DULY AUTHORIZED AGENT, AND (B) AN EXAMINATION OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GRAND COUNTY, COLORADO BY THE COMPANY OR ITS DULY AUTHORIZED AGENT DISCLOSES THAT NO DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS HAVE BEEN RECORDED IN SUCH RECORDS SUBSEQUENT TO THE EFFECTIVE DATE HEREOF.

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Commitment No: 1119849-C

**SCHEDULE B, PART II**  
**Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 13, 1903 in [Book 19, at Page 446](#)

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**DISCLOSURE STATEMENTS**

**Note 1:** Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

**Note 2:** Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

1. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
2. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
3. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
4. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
5. Payment of the premium for said coverage.

**Note 3:** The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note 4:** If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

**Note 5:** Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note 6:** Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

**Note 7:** Our Privacy Policy:

We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

**Note 8:** Records:

Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and

records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

**Note 9:** Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that “A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing.”

Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such purpose(s).

Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.

Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

**Note 10:** Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that “Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as “earnest money” for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
  - (a) Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
  - (b) If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
  - (a) Await any proceeding; or
  - (b) Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
  - (c) Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity's written notice delivered to the parties, title entity shall return the funds to the depositing party.”



**Title Company of the Rockies**

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent: or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**WESTCOR LAND TITLE INSURANCE COMPANY**  
**(ALTA Adopted 07-01-2021)**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Westcor Land Title Insurance Company, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*Issued By:*

**WESTCOR LAND TITLE INSURANCE  
COMPANY**

Title Company of the Rockies, LLC

721 Grand Avenue, Suite B  
P.O. Box 1939  
Grand Lake, CO 80447  
Phone: 970-627-0400



By: Mary O'Donnell  
Mary O'Donnell - President

Attest: Donald A. Berube  
Donald A. Berube - Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**1. DEFINITIONS**

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY’S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment

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Date, any liability of the Company is limited by Commitment Condition 5. The Company is not subject to any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company’s liability does not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company’s liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for closing, settlement, escrow, or any other purpose.

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**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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WARRANTY DEED

THIS DEED, made this 15th day of May, 2023, between

PENDELWOOD PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY whose address is 1145 Hedgeside Avenue, Napa, CA 94558, GRANTOR(S), and

ALYSON HUDSON AND DANNIEL HUDSON whose address is 8 Legacy Court, Freehold, NJ 07728, GRANTEE(S):

WITNESS, that the grantor(s), for and in consideration of the sum of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s), grantee's heirs and assigns forever, not in tenancy in common but IN JOINT TENANCY, all the real property, together with improvements, if any, situate, lying and being in the County of Grand and State of Colorado, described as follows:

Lots 12 and 13, Block 37, TOWN OF GRAND LAKE

also known by street and number as: 213 & 217 Grand Avenue, Grand Lake, CO 80447

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appurtenant, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, grantee's heirs and assigns forever.

The grantor(s), for the grantor, grantor's heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, grantee's heirs and assigns, that at the time of the ensembling and delivery of these presents, grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any; subject to Statutory Exceptions as defined in C.R.S. §38-30-113, Revised.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Pendelwood Properties LLC, a Colorado limited liability company

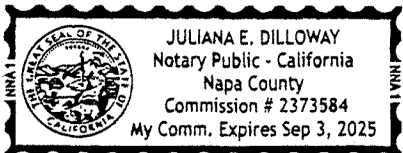
By: [Signature] Dana Wood, Manager

STATE OF: CALIFORNIA COUNTY OF: NAPA

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13 day of May, 2023 by Dana Wood, Manager of Pendelwood Properties LLC, a Colorado limited liability company.

My Commission expires:

Witness my hand and official seal.



[Signature] Notary Public

**TOWN OF GRAND LAKE  
PLANNING COMMISSION  
RESOLUTION NO. 11-2023**

**A RESOLUTION RECOMMENDING APPROVAL OF A LOT CONSOLIDATION OF  
LOTS 12-13, BLOCK 37, TOWN OF GRAND LAKE, MORE COMMONLY REFERRED  
TO AS 213 & 217 GRAND AVENUE**

**WHEREAS**, Alyson and Danniell Hudson (the “Applicant”) are the owner of certain real property located within the Town of Grand Lake, more particularly described as follows:

Lot 12-13, Block 37, Town of Grand Lake Subdivision, Grand Lake, Colorado, also known as: 213 & 217 Grand Ave, Grand Lake, Colorado 80447 (the “Property”); and

**WHEREAS**, the Applicant has submitted an application seeking approval of a lot consolidation (“the Application”), pursuant to Section 12-6-8(B) of the Town Code; and

**WHEREAS**, Section 12-6-8(B)(4) of the Town Code provides that the Planning Commission and the Board of Trustees are to apply the following criteria in considering an application to consolidate lots:

1. The combined lots are legal lots as defined in section 12-6-8(A)(1).
2. The combined lots would not subsequently create additional lots other than the resultant lots.
3. The consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way.
4. The lot consolidation would not adversely affect adjacent properties and the property owners’ enjoyment of their property.
5. Any covenants, deed restrictions, or other conditions of approval that apply to the original lots must also apply to the resultant lots.

**WHEREAS**, following proper notice, the Application was presented to and considered by the Planning Commission at its regular meeting on December 6th, 2023; and

**WHEREAS**, staff has recommended approval of the Application; and

**WHEREAS**, based on the Application, the representations of the Applicant to the Planning Commission and the comments of the public, the Planning Commission finds:

1. The combined lots are legal lots as defined in section 12-6-8(A)(1).
2. The combined lots would not subsequently create additional lots other than the resultant lots.
3. The consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way.
4. The lot consolidation would not adversely affect adjacent properties and the property owners’ enjoyment of their property.
5. Any covenants, deed restrictions, or other conditions of approval that apply to the original lots must also apply to the resultant lots.

**NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF GRAND LAKE, COLORADO AS FOLLOWS:**

- 1. The Planning Commission recommends that the Application be approved by the Board of Trustees subject to the conditions set forth in Section 2, below.
- 2. The Planning Commission’s recommendation for approval is based on the Applicant satisfying the following conditions. Unless specified otherwise, such conditions should be satisfied before the matter is considered by the Board of Trustees:
  - a. Payment by Applicant of all legal, engineering and administrative fees incurred by the Town in connection with review, processing, consideration and approval of the Application
  - b. Compliance by the Applicant with all representations made to the Planning Commission during all public hearings or meetings related to the Application
  - c. The resultant lot is to be considered one new lot in perpetuity, never to be sold or mortgaged separately without the reapplication and approval from the Town to re-subdivide. This limitation shall be noted on the face of the Lot Consolidation Plat prior to recording.
- 3. Severability: If any Article, Section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution. The Planning Commission declares that it would have passed this Resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
- 4. Repeal: Existing resolutions or parts of resolutions covering the same matters as embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**DULY MOVED, SECONDED, AND APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF GRAND LAKE, COLORADO, THIS 6th DAY of DECEMBER, 2023.**

( S E A L )

Votes Approving:  
 Votes Opposed:  
 Absent:  
 Abstained:

ATTEST:

TOWN OF GRAND LAKE

\_\_\_\_\_  
 Alayna Carrell  
 Town Clerk

\_\_\_\_\_  
 James Shockey  
 Planning Commission Chairman



1/4 Sec.31  
A. Sec.6

# CONSOLIDATION PLAT

Amended Lot 12, Block 37  
Replat of Lots 12 & 13, Block 37  
Town of Grand Lake Grand County, Colorado  
Part of Sec. 6, Township 3 North  
Range 75 West of the 6th Principal Meridian

### DEDICATION:

Know all people by these presents:

That Alyson & Danniell Hudson are the owners of that real property in the Town of Grand Lake, Colorado, described as follows:

Lots 12 & 13, Block 37

That they have caused said real property to be laid out and surveyed as Amended Lot 12, Block 37, Grand Lake, and do hereby cause said property to become one single Lot.

In witness whereof, Alyson & Danniell Hudson have caused their names to be hereunto subscribed this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Alyson Hudson

\_\_\_\_\_  
Danniell Hudson

State of Colorado )

County of \_\_\_\_\_ ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Alyson & Danniell Hudson.

My Commission Expires: \_\_\_\_\_

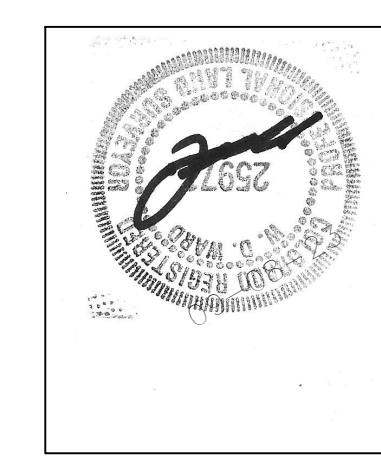
\_\_\_\_\_  
Notary Public

### TOWN BOARD OF TRUSTEES CERTIFICATE

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2023 by the Board of Trustees, Grand Lake, Colorado. This Approval does not guarantee that the size or soil or flooding conditions of any Lot shown hereon are such that a building permit shall be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, street improvements, paving, grading, landscaping, curbs, gutters, street lights, street signs, and sidewalks shall be financed by others and not the Town of Grand Lake. Also, that the Town of Grand Lake does not assume any responsibility for the correctness or accuracy of any information disclosed on this plat nor any representations or information presented to the Town which induced the Town to give this certificate.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk

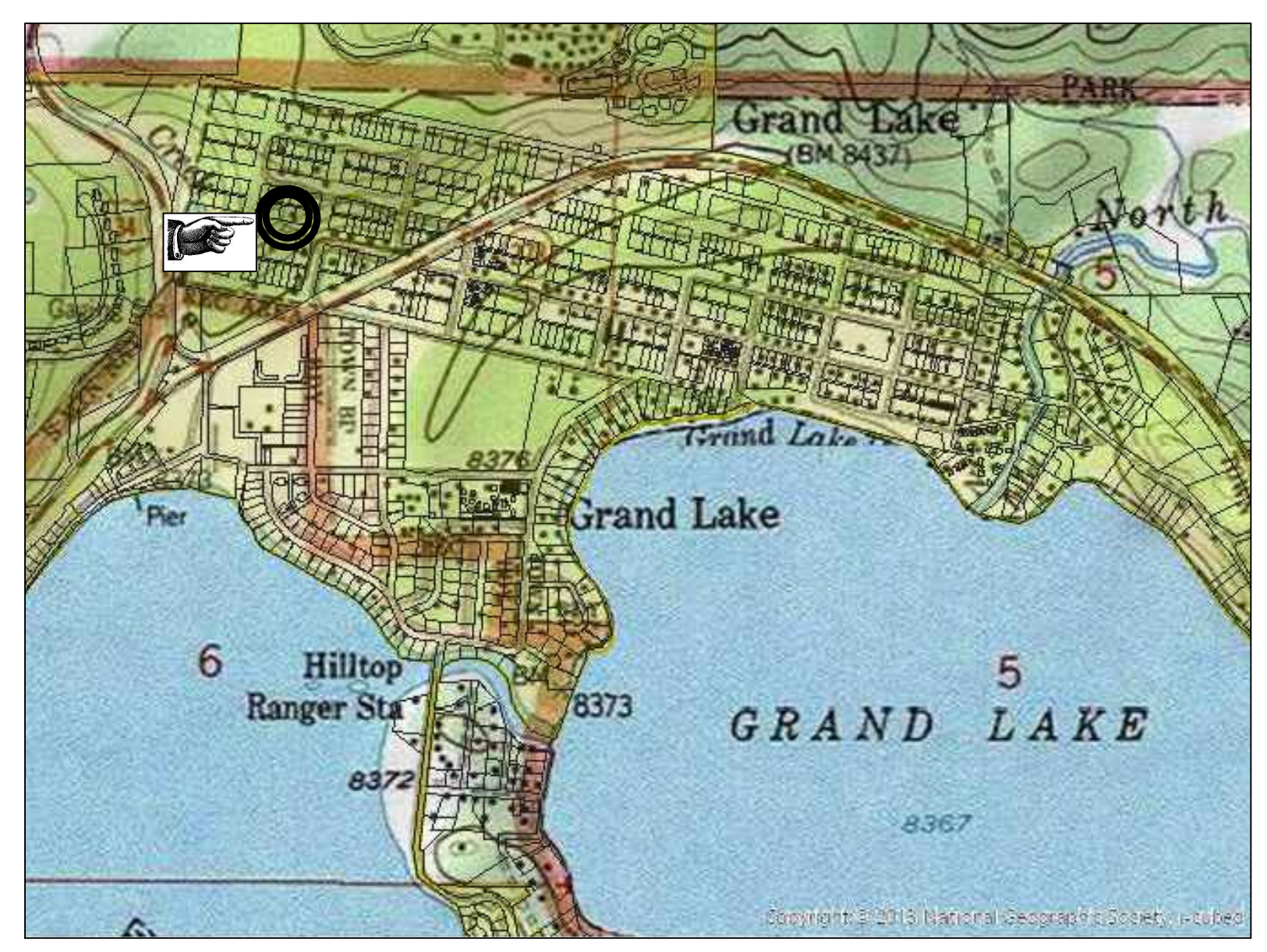


I, w ward, surveyor, hereby certify that this plot of Consolidation Plat, Amended Lot 12, Block 37, Grand Lake, shows the result of a field survey done by me and under my responsible charge based on facts known to me, and that said plat complies with 38-51, CRS, and the Town of Grand Lake Subdivision Regulations, and that the monuments required by said CRS and Town of Grand Lake regulations have been placed on the ground.

w ward - surveyor

### NOTES:

- 1. For title, reference to a title insurance commitment is recommended.
- 2. Wetlands are not addressed.
- 3. Buried utilities are not shown.
- 4. BEARINGS: A "bearing" (NW/SE, NE/SW) is a mathematical angular value with identical reciprocal angular values. Bearings do not "go" in any direction.
- 5. RTK = Real - Time Kinematic
- 6. GPS = Global Positioning System, including European Galileo & Russian GIONASS.
- 7. b.o.b. = basis of bearings along the straight line between monuments noted.



VICINITY MAP: 1" = 2000.00'

RICHARD WANGER  
250 S. Big Meadow Trail  
Franktown CO 80116

APPLICANT: Alyson & Danniell Hudson  
8 Legacy Court  
Freehold, NJ 07728-9285

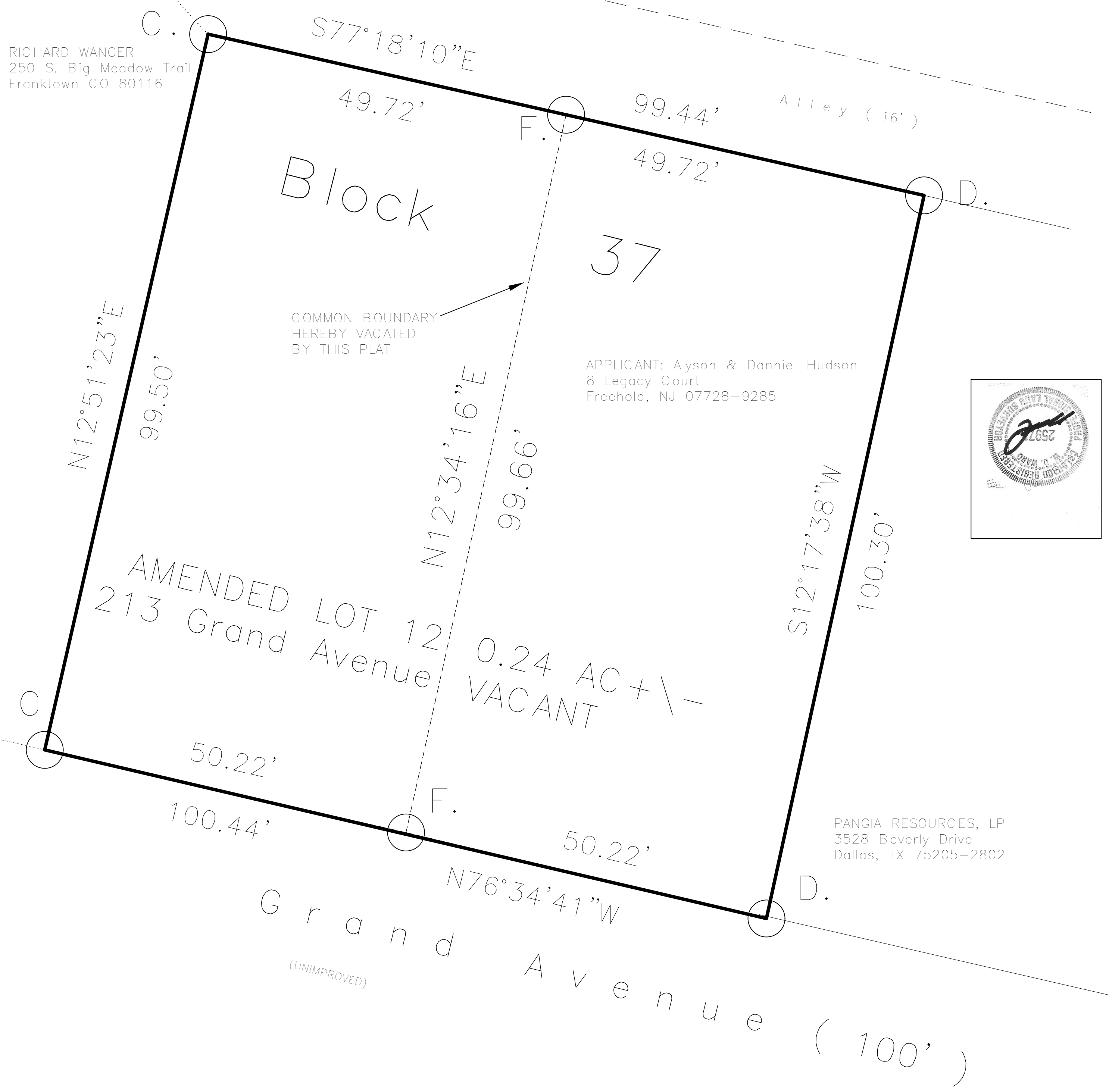
PANGIA RESOURCES, LP  
3528 Beverly Drive  
Dallas, TX 75205-2802

C. N77°05'57"W 100.33'

UNITS: INTERNATIONAL SURVEY FOOT

KEY:

- A. - EXTANT PLSS CORNER NOTED. FOUND 1928 G.L.O. BRASS CAP.
- B. - FOUND 1" IRON PIPE, APPARENT ORIGINAL MONUMENT.
- C. - FOUND ALUMINUM CAPPED, 1/2" REBAR SCRIBED Is 25971.
- D. - FOUND BOAT SPIKE.
- F. - SET ALUMINUM CAPPED, 1/2" REBAR SCRIBED Is 25971.



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

CONSOLIDATION PLAT  
Amended Lot 12, Block 37  
Replat of Lots 12-13, Block 37  
Town of Grand Lake  
Grand County, Colorado

DATE: 08-08-23  
SCALE: 1" = 10' USF BY: w A14-49 JOB:



Date: December 6<sup>th</sup>, 2023  
To: Chairman Shockey and Commissioners  
From: Kim White, Planning Department

**Purpose:**

The Town of Grand Lake fencing code is fairly basic and states the type of material that is allowed, and the height that is allowed without any permits (highlighted below). Other jurisdictions have rules such as 50% solid to void ratio, or different height in the front setback than the back setbacks. Below is Winter Park code that we can discuss to see if we would like to adopt any other standards to bolster our own current code. My suggestion is to at least add a solid to void ratio on the front or corner lots. All fencing should be approved by Town Staff. Height requirements for front, side, rear should be required, and prohibited materials list should be listed. The GL code also references fencing as screening, if we wanted to review this code as well.

**Codes:**

**Town of Grand Lake Fence Regulations**

- 4. Fences shall be constructed of wood, native or imitation stone in a style and color harmonious with the adjacent building architecture and the surrounding natural environment.
  - (a) Chain link fences may be used as a perimeter around swimming pools, marinas, public playgrounds, licensed day-care facilities, and tennis or other recreational courts.
    - 1. Chain link fences may also be used for dog pens when such pens are screened from public view, and the fencing does not exceed seventy-five (75') perimeter feet.
  - (b) Fences over eight (8') feet in height shall be reviewed by the Planning Commission for approval or denial.
  - (c) White picket fences are permitted.

**Winter Park Fence Regulations**

**Sec. 3-I-7 Fences and Walls**

**A. Fences and Walls.**

- 1. *Purpose.* The purpose of these regulations is to maintain adequate visibility on private property and in public rights-of-way, to protect the light and air to abutting properties, to provide adequate screening by regulating height, location, and design, and to promote the movement of wildlife through portions of Town.
- 2. *Privacy Gates.* Privacy gates are prohibited within the Town.
- 3. *Fence Design Standards.* The welfare of the Town is based to a great extent on the community's character, which includes natural terrain, open spaces, wildlife corridors, and wooded hillsides. The installation of fences and privacy gates in residential areas can erode this character by impeding views, hindering wildlife movement, and creating the image of a closed, unwelcoming community. It is the intent of the Town to limit fences in most situations in areas outside of the commercial zones (R-C, D-C, and C-1) in order to maintain the open, natural, and wooded alpine character of the Town and establish mandatory requirements for the erection of allowed fences in residential zone districts. Fence/Wall Permits are required; see [Sec. 5-E-1](#), *Site Plan*. Temporary fences that are installed to



protect a construction site shall comply with Sec. 2-B-5-E-2, *Temporary Construction Fencing*.

a. *General Design Standards:*

1. All fences require approval from the Town.
2. Prohibited Materials: Contemporary security fencing such as electrical wire, razor wire, barbed wire, or chain-link fencing (with and without slats), PVC, vinyl, and plastic fencing are prohibited.
3. Height limitations and solid-to-void ratio are set out in Table 3-I-7-1, *Permitted Height and Solid-to-Void Ratios*.
4. Rough sawn timbers, natural logs, and patinaed metal are preferred; Permitted Materials are set out in Table 3-I-7-2, *Permitted Materials*.
5. Fences shall have the finished side face away from the interior of the property being fenced.

Table 3-I-7-1 Permitted Height and Solid-to-Void Ratios		
Yard Setback Type	Maximum Permitted Height	Maximum Solid-to-Void Ratio
Front <sup>1</sup>	4'	1:3
Corner <sup>2</sup>	3'	1:3 or 1:5 <sup>3</sup>
Side <sup>1</sup>	6'	NA
Rear	6'	NA

**Table Notes:**  
**Unless otherwise stated all measurements are in feet.**  
 1. Measured from the front plane of the primary structure forward or, in the absence of a structure, from the front yard setback forward.  
 2. Fences shall not obstruct sight distance at intersections for a minimum distance of thirty-five feet (35') measured from property corners at intersections of streets, roads, highways and railroads except when the town engineer determines that the fence, hedge or wall should be less than three feet (3') in height to permit unobstructed vision of vehicles and pedestrians (intersection sight triangle), as defined by the Standards and Specifications for Design and Construction.  
 3. Only applicable if corner fence is within intersection sight triangle.

4. *Residential uses in the following zone districts (ME, R-1, R-2, R-C, D-C, C-1 and R-2-O).*

a. Although discouraged in these zone districts, in all instances fences should complement the property and landscape rather than contain it. Fences delineating property boundaries are not permitted. Fences will be considered for approval by the Director only when demonstrated by the applicant that the design is consistent with the following criteria:

1. Fences shall have a maximum solid-to-void ratio of one to three (1:3), e.g. one inch (1") of solid material for every three inches (3") of opening. Pet fences are exempt from this requirement.
2. Fences shall not enclose an area greater than twenty-five percent (25%) of the total property or two thousand (2,000) square feet, whichever is more restrictive;
3. Fences shall ensure the proposed design does not hinder wildlife migration;
4. If a fence is part of a multifamily project, approval shall be received from the association and the fence design shall be integrated with the property's overall landscape design; and
5. If a fence is located on a duplex, Twin Home, or townhouse property, written approval shall be received from the adjoining property owner for that shared lot line and the fence design shall be integrated with the overall landscape and building design.

b. *Pet Fence.* Shall be located in a rear or side yard or where the fence is not visible from a public right-of-way. Pet fences shall be located to minimize their visibility to the greatest extent possible, which in most instances will require the fence posts to be located behind or to the side of a structure. Pet fences may incorporate a wire mesh or solid wood material to enclose pets. While both materials may be installed vertically on the fence posts, the wire mesh may also extend horizontally over the top of the enclosed pet area. The maximum area of a fenced pet enclosure shall be four hundred (400) square feet or twenty-five percent (25%) of the overall non-



buildable area, whichever is more restrictive. The maximum height is limited to fifty-four inches (54").

c. *Hot Tub Fence.* Privacy fences around hot tubs shall not exceed six feet (6') in height and shall not exceed twenty-five feet (25') in total length. Such fences shall be architecturally compatible with adjacent buildings. Where a fence around a hot tub is highly visible, a Type A *bufferyard* shall screen the hot tub to soften the fence's visual impact.

5. *Commercial uses in the following zone districts (R-C, C-1, D-C, O-S-F).*

a. *Compatibility.* Walls and fences shall be architecturally compatible with the style, materials, and colors of the principal buildings on the same lot. If used along collector or arterial streets, such features shall be made visually "cohesive" by integrating architectural elements, such as brick (in the D-C zone district only) or stone columns, varying the alignment or setback of the fence, softening the appearance of fence lines with plantings, or through similar techniques. Length of a fence or wall shall not exceed ninety percent (90%) of the front lot line length.

b. *Materials.*

1. Solid walls and fences are permitted only in rear and side yards. *Retaining walls* are permitted where required for grading purposes. See *Sec. 2-B-4(F), Retaining Walls*. Hedges may be used in the same manner and for the same purposes as a fence or wall.
2. Fences used in front yards shall have a maximum solid-to-void ratio of one to three (1:3). Fence materials not listed in Table 3-I-7-2, *Permitted Materials*, may be approved by the Director if they are materials of a similar nature. Where an applicant can demonstrate to the satisfaction of the Town that an alternative material would be architecturally compatible with the surrounding neighborhood, the Director may authorize such materials.
3. Solid fences shall be constructed to meet the wind design criteria of the adopted International Building Code, using a basic wind speed of ninety (90) miles per hour.
4. For details about integrating fences and walls into the surrounding landscape, see the Town's Design Guidelines: Appendix A, Section G, *Fences and Walls*.

Table 3-I-7-2 Permitted Materials							
ZD	Split Rail	Buck & Rail	Wooden Post/Wire Mesh	Horizontal Wooden Board	Wrought Iron	Stone Pier <sup>1</sup>	Brick <sup>1</sup>
Residential							
M-E	P	P	P	P	--	--	--
R-1							
R-2							
R-2-O							
Mixed Residential							
R-C	--	--	P	P	P	P	--
C-1							P
D-C							P
<b>Table Notes:</b>							
1. Stone walls or brick walls shall have a stone or cast stone cap.							

(Ord. 23-603, 06/11/2023)

Effective on: 6/11/2023



## Town of Grand Lake Fence Regulations

### 12-7-4 Design Standards for Structures.

These standards require applicants to consider the inherent nature of color and material selection and their appropriate application, the transition from one to another, and viewing the building as a whole and from many angles. Also, the standards require careful attention to which colors, materials and their structural application are selected for vertical supporting elements, spanning elements, or creating building planes and major building walls.

The standards and criteria established herein are made for the purposes of establishing and maintaining the harmony of appearance between existing buildings and newly constructed buildings and to require the use of materials and colors which are compatible with and which improves the surrounding environment and rustic setting of the Town. The guiding vision is to create a vibrant mountain village to improve the quality of life and physical environment for both residents and visitors alike. Unless otherwise stated, all structures, including temporary facilities, within the town limits are subject to these standards and all applicable provisions of the Building Code, Zoning and Land Use Development Regulations (as adopted) of the Town of Grand Lake.

...

(E) *Site Design Standards.*

1. Refuse containers shall, to the greatest extent possible, be accessed from the public alley right-of-way.
  - (a) Town staff or the Planning Commission shall assess refuse container placement in relationship to the site plan, the topography of the lot, the alley access and the general applicability and availability of placement in or near an alley right-of-way.
2. Refuse containers shall not be stored on the public street right-of-way.
  - (a) Refuse containers, including Dumpsters, shall be permitted to be placed on the public street or alley right-of-way upon issuance of a Special Use or Special Events Permit.
    1. Permit applications shall include the placement of the refuse container and the proposed duration of the placement.
  - (b) Dumpsters may be permitted to be stored on the public street right-of-way upon permission of the Town Board of Trustees.
    1. Dumpsters permitted by the Town Board of Trustees to be stored on the public street right-of-way shall be screened.
      - (i) Dumpsters shall be screened on three (3) sides between October 16<sup>th</sup> to May 14<sup>th</sup> as to provide for provider access; and
      - (ii) Dumpsters shall be screened on four (4) side May 15<sup>th</sup> to October 15<sup>th</sup>.
    2. Construction Dumpsters may be allowed to be placed on the public street or alley right-of-way as per the determination of Town staff in the building permit process or at the time of interior renovations.
  - (c) Refuse containers may be permitted to be stored in the public alley right-of-way so long as vehicle access is not obstructed by the container.
3. The Town shall encourage and promote the following:
  - (a) Refuse Enclosures for Refuse Containers to optionally screen from the public street right-of-way view on a horizontal plane from the public street right-of-way; and
  - (b) Fences for Refuse Containers to optionally screen from the public street right-of-way view on a horizontal plane down a public alley right-of-way; and



- (c) Multiple business cooperation of Refuse Containers sharing as to reduce the concentration of Refuse Containers in a given geographical area; and
- (d) Multiple business cooperation of Refuse Enclosure sharing as to centralize concentrated Refuse Containers in a given geographical area.

4. Fences shall be constructed of wood, native or imitation stone in a style and color harmonious with the adjacent building architecture and the surrounding natural environment.

(a) Chain link fences may be used as a perimeter around swimming pools, marinas, public playgrounds, licensed day-care facilities, and tennis or other recreational courts.

1. Chain link fences may also be used for dog pens when such pens are screened from public view, and the fencing does not exceed seventy-five (75') perimeter feet.

(b) Fences over eight (8') feet in height shall be reviewed by the Planning Commission for approval or denial.

(c) White picket fences are permitted.

# 2020 Comprehensive Plan - Action Items

i- need more information; x- complete; p-partnership required; w- working on it currently

Implementation date  
(date to bring to PC)

## Theme: A Natural Environment

<b>Open Space &amp; Trails</b>	
i	Update and adopt the draft Parks, Trails and Open Space Master Plan to include all lands designated as Open Space on the Land Use Plan and an evaluation of potential pocket parks on Town properties.
i	Update Chapter 12 Article 9 of the Town’s Land Use Regulations to clarify and enhance land dedication requirements for open space.
i	Update the proposed trail network section in the draft Parks, Trails and Open Space Master Plan to be consistent with recommendations in the HTA Strategic Trails Plan.
w	Implement directional signage for locating and identifying trailheads in accordance with the Wayfinding Master Plan.
w	Develop a multi-use trail from Grand Lake to the Arapaho-Roosevelt National Forest/Arapaho National Recreation Area.
w	Design a cross-country ski trail on Grand Lake.
<b>Viewshed Protection</b>	
	Negotiate an intergovernmental agreement with Grand County that provides for joint review of land development proposals.
	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to create a scenic overlay zoning district and associated supplemental regulations for viewshed protection.
x	Update Chapter 12 Article 7 of the Town’s Land Use Regulations to discourage flat roofs.
w	Update Chapter 12 Article 9 of the Town’s Land Use Regulations with “Dark Sky ” compliant lighting standards for protecting the natural quality of the night sky.
<b>Watershed Protection</b>	
x	Update and/or extend the 2016 Grand Lake Clarity Stakeholders Memorandum of Understanding (MOU) prior to its expiration in 2021.
i	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to clarify and enhance the shoreline and surface water regulations.
<b>Hazard Mitigation</b>	
i	Update Chapter 12 Article 9 of the Town’s Land Use Regulations to integrate the recommendations of the Colorado Water Conservation Board for flood damage prevention.
p	Update the Town’s Fire Mitigation Regulations to integrate the recommendations of the Grand Lake Fire Protection District for increasing defensible space and reducing structural ignitability.
p	Educate residents on Ready-Set-Go and other evacuation plans prepared by the Grand Lake Fire Protection District and the Grand County Office of Emergency Management.
<b>Theme: An Authentic Place</b>	
<b>Community Design</b>	
x	Update the Design Review Standards in Chapter 12 Article 7 of the Town’s Land Use Regulations to include recommendations from the Design Guidelines for the Central Business District and the Streetscape Master Plan.
i	Continue to implement the Action Items listed in the Streetscape Master Plan.
p	Explore opportunities to revitalize existing building frontages in the central business district that are inconsistent with the Town’s rustic western style.
p	Update and implement Lake Front Park design concepts.
<b>Land Use</b>	
i	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to add purpose and intent statements for each of the eighteen zoning districts, and consolidate permitted uses into a single table for ease of reference.
i	Update Chapter 12 Article 9 of the Town’s Land Use Regulations to streamline development review procedures and consolidate application types into a single table for ease of reference.

23/2024 season

design review ord 06-21

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May-2021 06-2021;  
04-2022 CBD

		Update Chapter 6 Article 2 of the Town’s Sign Code to be legally compliant with content-neutrality standards.
	i	Integrate all relevant Articles from Chapters 6, 11, 12 and 13 of the Town Municipal Code into a unified land development code and resolve any discrepancies or redundancies.
	i	Update the Town’s Official Zoning Map consistent with the Land Use Plan’s color code and any rezoning or other corrections since 2012.
		<b>Managing Growth</b>
2020	x	Adopt a Three Mile Area Plan in accordance with CRS 31-12-105.
2021, 2023	x	Annually adopt a resolution updating the Town’s Three Mile Area Plan in accordance with CRS 31 -12-105.
	i	Prepare an extraterritorial Major Street Plan in accordance with CRS 31-23 212 and 213.
		<b>Theme: A Healthy Economy</b>
		<b>Economic Recovery</b>
	i	Encourage property owners to animate any vacant storefronts using pop-ups and other shared retail concepts.
	i	Create temporary parklets on Grand Avenue between Hancock Street and Vine Street to add usable outdoor space and expand business capacity.
	i	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to create an administrative temporary use permit with specified temporary use provisions for commercial zoning districts.
	i	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to expand vehicle stacking space design requirements for commercial drive-through and pickup services.
	i	Update Chapter 6 Article 2 of the Town’s Sign Regulations to provide greater flexibility for the commercial use of
		<b>Economic Development</b>
	i	Create a strategic plan for diversifying the local employment base, increasing the retail mix and making other long-term adjustments to improve economic resiliency.
	i	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to reduce obstacles associated with attracting new businesses by streamlining development review and permitting procedures.
		Update Chapter 12 Article 2 of the Town’s Land Use Regulations to create a Historic District zoning category along Grand Avenue between Hancock Street and Vine Street that emphasizes retention of ground floor retail and restaurant uses.
	i	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to combine the Commercial Transition and Commercial Zoning districts into a new Commercial Mixed-Use Zoning District that provides for developing a full range of retail, office, artisan industry, high density residential, institutional and civic uses.
		Update the Town’s Zoning Map to reflect the new Historic District and Mixed-Use Commercial zoning categories.
		<b>Attainable Housing</b>
		Update Chapter 12 Article 10 of the Town’s Land Use Regulations to clarify and enhance the affordable housing
		Update Chapter 12 Article 2 of the Town’s Land Use Regulations to lessen restrictions that create a disincentive for the
		Update Chapter 12 Article 2 of the Town’s Land Use Regulations to provide density bonuses for deed-restricted multi-
		Adopt criteria and funding priorities for use of the Town’s Housing Fund.
		Develop and purchase land as needed for workforce housing.
		Explore public/private partnerships to develop rent-restricted multifamily housing.
		<b>Theme: A Connected Community</b>
		<b>Mobility</b>
	w	Update design concepts for a pedestrian crossing and potential stop light at Highway 34 and West Portal Road.
		Prepare a multi-modal transportation master plan for Grand Lake and its surrounding area.
		Update design concepts for a system of coordinated intersection improvements from US 34 and West Portal Road to
		Upgrade alleys to improve functionality.
	i	Connect the East Inlet Trail and East Shore (Shadow Mountain Lake) Trail.
		Improve the multi-use trail from Highway 34 to boardwalk.
		<b>Wayfinding</b>
		Update the Wayfinding Master Plan.
		Update Chapter 6 Article 2 of the Town’s sign regulations consistent with recommendations in the Wayfinding Master Plan.
		Develop bid documents for the fabrication and installation of wayfinding signage consistent with the Wayfinding Master Plan.

paved 1 in 2024



<b>Parking</b>	
	Prepare a parking study that addresses expanding on-street and off-street parking capacity, RV parking and turnarounds, employee parking, and shared parking opportunities.
	Update design concepts for converting surface parking at Hancock Street and Park Avenue into a parking garage , multi-use parking facility, and/or transit center.
<b>Community Services and Facilities</b>	
lights & sound CH, lake park	w Upgrade existing performance and gathering spaces.
i	Evaluate the use and potential expansion of outdoor spaces and venues for sculptures, performances and other cultural activities.
lake&park skating, warming huts	Provide on-going, sustained opportunities for in-town outdoor recreational activities, including a skate-ski track, a tubing hill, and sledding.
CLG	w Establish a local designation process to work with local landowners and Town government to protect important historic properties.
child summer camp	w Facilitate access to specialized services, including child care, senior care and mental health care.
i	Enhance internet and telecommunications service coverage, speed, and strength within the community.
link to plan:	<a href="https://tinyurl.com/23b95a8x">https://tinyurl.com/23b95a8x</a>