



# Grand Lake Planning Commission

Wednesday, February 07, 2024 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
  - [12-06-2023](#) Minutes
  - [01-17-2024](#) 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. Public Hearing (Quasi-Judicial)** Resolution 02-2024; A Resolution Recommending Approval of a Lot Consolidation of Lots 3-5, Block 1, Sunnyside Addition to Grand Lake, More Commonly Referred to as 240 and 300 Hancock Street
  - B. Quasi-Judicial** – Variance Request to the Sign Code by Community Church of the Rockies
  - C.** Motion to Recommend the Board of Trustees Amend the Town Code 12-7-3 Regarding Definitions for Accent Materials
7. Items for Discussion
8. Future Agenda Items
9. Adjourn Meeting

For live streaming (listening only) scan the QR code.  
You will not be able to actively participate via the web streaming.



**You can also dial in using your phone. 1 (719) 359-4580**  
**Meeting ID: 845 8508 4546**  
**Access Code: 496153**



# 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:  
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## AGENDA

1. Call to Order: Meeting called to order at 6:38PM.

2. Roll Call

Board Liaison Mike Sobon is unexcused absent.

3. Consideration to approve Meeting Minutes

11-15-2023 Minutes:

Motion made by Commissioner Finch to approve 11-15-2023 Minutes, Seconded by Commissioner Murray.

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

**Approved 5:0**

4. Unscheduled Citizen Participation: None.

5. Conflicts of Interest: No 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

Community Development Director White presented the Item of Business.

Danny Hudson, of 213 & 217 Grand Ave, the applicant, addressed the commission and answered  
clarification questions.

Motion made by Commissioner Finch to approve Resolution 11-2023, Seconded by Commissioner  
Burke.

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

**Approved 5:0**

7. Items for Discussion

A. Fence Code Discussion

The Commission discussed possible changes to the current fence code.

8. Future Agenda Items

- A. Commissioners to review the 2020 Comprehensive Land Use Plan for Items of Discussion in January

Community Development Director explained that in 2024 Community Development and the Commission will be reviewing the comprehensive plan and action items. The Commission is asked to review the comprehensive plan items and bring thoughts or ideas to next meeting.

9. Adjourn Meeting: Meeting adjourned at 7:40PM

Motion made to adjourn meeting by Commissioner Finch, Seconded by Commissioner Burke.  
Voting Yea: Chairman Shockey, Commissioner Murray, Commissioner Burke, Commissioner Bishop,  
Commissioner Finch

**Approved 5:0**

ATTEST:

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James Shockey, Chairman

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Alayna Carrell, Town Clerk



# Grand Lake Planning Commission

Wednesday, January 17, 2024 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*

1. Call to Order: 6:35pm
2. Roll Call:
  - PRESENT**
  - Chairman James Shockey
  - Commissioner John Murray
  - Commissioner Judy Burke
  - Commissioner Heather Bishop
  - Commissioner Greg Finch
  - ABSENT**
  - Board Liaison Mike Sobon
3. Consideration to approve Meeting Minutes
  - Minutes 12-06-2023- not presented at this meeting.
  - Minutes 11-15-2023 **approved 5:0**
  - Motion made by Commissioner Finch, Seconded by Commissioner Burke. Voting Yea: Chairman Shockey, Commissioner Murray, Commissioner Burke, Commissioner Bishop, Commissioner Finch
4. Unscheduled Citizen Participation: **none**
5. Conflicts of Interest: **none**
6. Items of Business
  - A. PUBLIC HEARING (QUASI-JUDICIAL)** Consideration to Adopt Resolution 01-2024; A Resolution Considering a Variance to Municipal Code 12-2-29 Regulating Stream and Lake Setbacks Located at Sunnyside Addition to Grand Lake Lot: 18 Block: 1 & A Tract East of Lot 18 to Center of N Inlet also Known as 210 Rapids Lane  
**approved 5:0 to continue hearing until February 21st, 2024**  
Motion made by Commissioner Bishop, Seconded by Commissioner Burke.  
Voting Yea: Chairman Shockey, Commissioner Murray, Commissioner Burke, Commissioner Bishop, Commissioner Finch
7. Items for Discussion
  - B. 2020 Comprehensive Plan Items**
  - Items that the commission would like to focus on from Comp Plan 2020:  
Under Theme: a Connected Place: Wayfinding, and Mobility
    - Update design concepts for pedestrian crossing at HWY 34 and West Portal Rd.
    - Update design concepts for a system of coordinated intersection improvements from US 34 and Portal to Grand Ave.
    - Connect E. Inlet trail and East Shore Trail
    - Improve multi-use trail from 34 to boardwalk
    - Update Wayfinding Master Plan and develop bid docs for fabrication and install of wayfinding signage
    - Update Ch 6 Art 2 to be consistent with updated wayfinding plan.
  - Under Theme: A Healthy Economy: Attainable Housing section

8. Future Agenda Items: none
9. Adjourn Meeting: 8:00pm  
Motion made by Commissioner Finch, Seconded by Commissioner Burke.  
Voting Yea: Chairman Shockey, Commissioner Murray, Commissioner Burke, Commissioner Bishop,  
Commissioner Finch **Approved 5:0**

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James Shockey, Chairman

ATTEST:

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Alayna Carrell, Town Clerk



Date: 02/07/2024  
To: Chairman Shockey and Commissioners  
From: Kimberly White, Community Development Director

Re: **Public Hearing (Quasi-Judicial)** Resolution 02-2024; A Resolution Recommending Approval of a Lot Consolidation of Lots 3-5, Block 1, Sunnyside Addition to Grand Lake, More Commonly Referred to as 240 and 300 Hancock Street



**Purpose**

The Town has received a lot consolidation request application from James Martell of Martell Real Estate Group, LLC to consolidate three (3) contiguous legal lots into one for the purpose of having one business property. This request requires Planning Commission recommendation and Board review.

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



### **Public Hearing Process**

The public hearing should be conducted as follows:

1. Open the Public Hearing
2. Allow staff to present the matter
3. Allow the applicant to address the Commission
4. Take all public comment
5. Close the Public Hearing
6. Have Commission discuss amongst themselves
7. Commission make a motion

### **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*
  - 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*
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

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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 driveway, existing right of way, site drainage, and public utilities are not adversely affected by this lot consolidation, however there is a 1996 parking easement agreement for lot 4 for public utilities, fire truck access, and parking which will continue and is unaffected by this lot consolidation. GC Clerk record # 96007810 as well as an easement to the north pertaining to utilities and roofing GC Clerk Record # 2003015921
- No deed restrictions or conditions are listed on the Applicant's warranty. Staff is unaware of any other covenants or restrictions if they exist.

**Suggested Motions For Lot Consolidation Request:**

1. I move to adopt resolution 02-2024, as presented.

Or

2. I move to adopt resolution 02-2024, With The Following Modifications

\_\_\_\_\_.

Or

3. I Move To Deny The Request As Presented.

**WARRANTY DEED**

THIS DEED, made this 18th day of March, 2022, and is made between **Tomlynson, Inc.**, a Colorado corporation, the "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, the "Grantee," whose legal address is 3095 Blue Mountain Drive, Broomfield, CO 80023.

**WITNESS**, that the Grantor, for and in consideration of the sum ONE MILLION NINE HUNDRED THOUSAND DOLLARS (\$1,900,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, described on the attached Exhibit A (the "Property"), which by this reference is incorporated herein;

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, 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 Property, with the hereditaments and appurtenances;

**RESERVING**, however, to Grantor, its heirs, successors and assigns the easement rights set forth on the attached **Exhibits B and C** (the "Easements"), subject to the terms and conditions set forth therein, which with acceptance of this deed the Grantee agrees to be bound;

**TO HAVE AND TO HOLD** the said Property above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. The Grantor, for itself and its successors and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the Property above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and 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 and subject to the matters set forth in Exhibit D (Permitted Exceptions).

And the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above-described Property, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the Grantor has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

Section 6, Item A.

[SIGNATURES PAGES TO FOLLOW]

GRANTOR:

TOMLYN SON, INC., a Colorado corporation

By: [Signature]  
Maxwell G. Ludwig, President

By: [Signature]  
Tatyana A. Ludwig, Secretary

STATE OF COLORADO  
COUNTY OF GRAND

The foregoing instrument was acknowledged before me this 18 day of March,  
2022 by Maxwell G. Ludwig, as President of Tomlyns on, Inc.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023

SONYA ANN HERVERT  
Notary Public  
State of Colorado  
Notary ID # 20154049020  
My Commission Expires 12-24-2023

[Signature]  
Notary Public

STATE OF COLORADO  
COUNTY OF GRAND

The foregoing instrument was acknowledged before me this 18 day of March,  
2022 by Tatyana A. Ludwig, as Secretary of Tomlyns on, Inc.

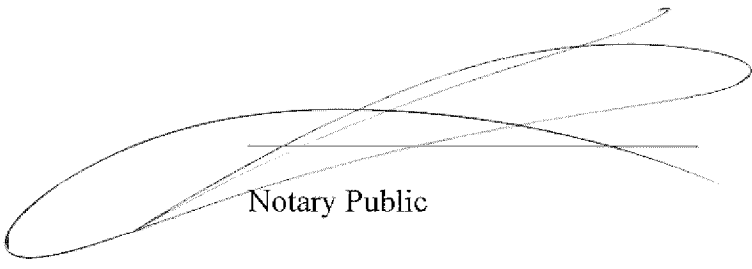
WITNESS my hand and official seal

My Commission Expires: December 24, 2023

[Signature]

Section 6, Item A.

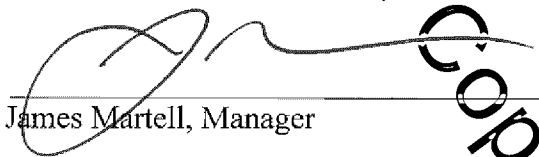
SONYA ANN HERVERT  
Notary Public  
State of Colorado  
Notary ID # 20154049020  
My Commission Expires 12-24-2023

  
Notary Public

IN WITNESS WHEREOF, Grantee has executed this Warranty Deed on the date set forth above, and by such execution accepts the terms and conditions of the easement reservations set forth in Exhibits B and C to this Warranty Deed, and accepts title to the Property subject to the Permitted Exceptions set forth in Exhibit D.

**GRANTEE:**

MARTELL REAL ESTATE GROUP, LLC, a Colorado limited liability company

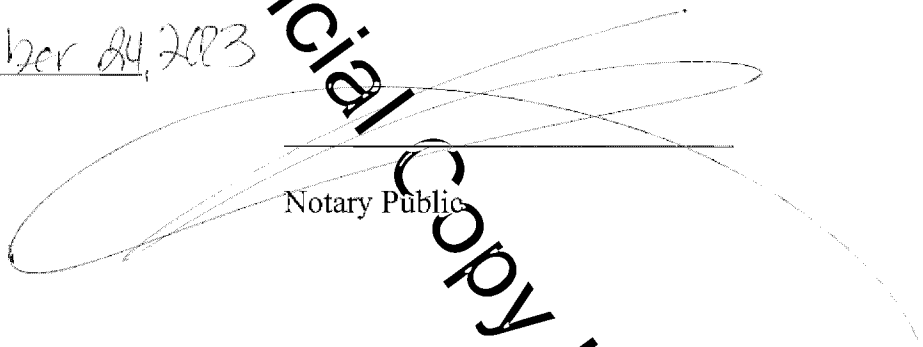
By:   
James Martell, Manager

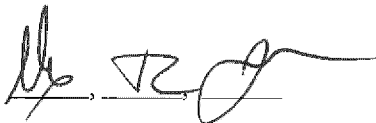
The foregoing instrument was acknowledged before me this 16 day of March, 2022 by James Martell, as Manager of Martell Real Estate Group, LLC, a Colorado limited liability company.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023

SONYA ANN HERVERT  
Notary Public  
State of Colorado  
Notary ID # 20154049020  
My Commission Expires 12-24-2023

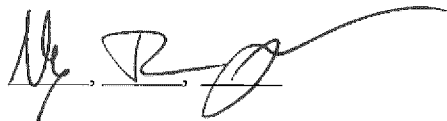
  
Notary Public



**EXHIBIT A  
TO WARRANTY DEED**

Lots 3, 4 and 5  
Block 1,  
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25,  
1910 at Reception No. 15299

also known by street addresses as 240 and 300 Hancock Street, Grand Lake, CO 80447 and  
assessor's schedule numbers R143231 and R143220 and Parcel numbers 119305213007 and  
119305213002.

A handwritten signature in black ink, appearing to be 'M. R. O.', written over a horizontal line.

**EXHIBIT B  
TO WARRANTY DEED**

[Attached to Warranty Deed, dated March 18th, 2022 between Tomlynson, Inc., a Colorado corporation, "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, as "Grantee."]

**PARKING EASEMENT AGREEMENT**

This Parking Easement Agreement ("Agreement") is executed on the dates indicated by the signatures affixed hereto, by and between Martell Real Estate Group, LLC, a Colorado limited liability company referred to as Grantee in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantor*," and Tomlynson, Inc., a Colorado corporation, referred to as Grantor in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantee*."

**WITNESS:**

**WHEREAS**, the *Easement Grantee* has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

**WHEREAS**, as of the date of execution and recordation of the Warranty Deed to which this Parking Easement is attached (Exhibit B), *Easement Grantor* is the owner of the following described property located in Grand County, Colorado (the "Easement Property") and is desirous of entering into this Agreement:

Lots 3, 4 and 5  
Block 1,  
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299

**WHEREAS**, *Easement Grantee* is the owner of property adjacent to the Easement Property, which is also located in Grand County, Colorado and is more particularly described as follows:

**Parcel A:**

Lot 18,  
Block 1,  
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299

**Parcel B:**

All that part of the NE1/4 of Section 5, Township 3 North, Range 75 West of the 6<sup>th</sup> P.M., lying Easterly of the East line of Lot 18, Block 1, Sunnyside Addition to the Town of Grand Lake and Northerly of the Easterly extension of the South line of said Lot 18 and

Southerly of the Easterly extension of the North line of said Lot 18 and Westerly of the center of the North Inlet to Grand Lake.

Also know by Street Address: 210 Rapids LN, Grand Lake, CO 80447-1400)

(Parcels A and B being referred to collectively herein as the "Adjacent Property") and is desirous of entering in this Agreement; and

WHEREAS, the Adjacent Property has historically utilized the Easement Property for vehicular parking purposes for the benefit of the Adjacent Property; and

WHEREAS, the Easement Property and the Adjacent Property are depicted in Attachment A hereto.

AND WHEREAS, *Easement Grantor* and *Easement Grantee* wish to enter into this Agreement for the purpose of creating an easement on the Easement Property in favor of *Easement Grantee* and the Adjacent Property to provide *Easement Grantee* and its guests, invitees, contractors, employees, and agents (hereinafter, "Grantee Users") continued access to parking on the Easement Property consistent with the historical usage thereof by *Easement Grantee*.

IT IS THEREFORE STIPULATED AND AGREED AS FOLLOWS  
("Agreement"):

- (1) **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Agreement.
- (2) **Easement Grant and Description.** *Easement Grantor* hereby grants and dedicates a non-exclusive perpetual parking easement to *Easement Grantee* to provide *Easement Grantee* and Grantee Users access to the Easement Property for the purpose of vehicular parking on the Easement Property ("Parking Easement") consistent with *Easement Grantee's* historical usage thereof. More specifically, *Easement Grantee* shall have access to the parking spaces currently available on the Easement Property, ("Lots 3, 4 and 5 Parking"), and shall share access to Lots 3, 4 and 5 Parking with the lessors residing in the three cabins located on Lot 5 and the eight units located on Lot 3 ("Lot 3 and 5 Lessors"). Any modification of the parking spaces as a result of modifying the layout to increase the number of parking spaces available shall not impact the scope of this Easement, and *Easement Grantee* shall retain the rights to access the parking spaces on Easement Property as may be modified in the future. *Easement Grantee* and the Parking Easement established by this Agreement is for the benefit of the *Easement Grantee* and successors and assigns of the Adjacent Property. The Parking Easement shall burden the Easement Property described herein and conveyed in the Warranty Deed to which this Agreement is attached. Notwithstanding anything in this Agreement to the contrary, if *Easement Grantor* determines, in its sole and absolute discretion, to subdivide, develop, sell or improve all or any portion of Lot 5 of the Easement Property, *Easement Grantor* shall relocate thirteen (13) parking spaces located on Lot 5 (the "Lot 5 Parking Spaces"), such that *Easement Grantee* does not lose access to the number of parking spaces granted as part of this Parking

Easement Agreement. The intent is that the Easement Grantee is to maintain the same number of parking spaces granted pursuant to this Easement Agreement before and after the relocation of the Lot 5 Parking Spaces. After the relocation of the Lot 5 Parking Spaces and an amendment evidencing the relocation has been signed by Easement Grantee and Easement Grantor and recorded in the real estate records, Easement Grantor shall be entitled to terminate the easement rights granted hereunder as to the Lot 5 Parking Spaces.

- (3) **Non-exclusive.** The Parking Easement is non-exclusive and the *Easement Grantor* specifically retains the right to utilize the Easement Property in connection with the operations of *Easement Grantor* taking place on the Easement Property, so long as *Easement Grantor's* use does not unreasonably interfere with the Parking Easement described herein.
- (4) **Operation, repair and maintenance.** *Easement Grantor*, at his sole expense, shall reasonably operate, repair, and maintain the Easement Property for *Easement Grantee's* use, including by the Grantee Users. Notwithstanding the foregoing, *Easement Grantee* may, but is not obligated to, also operate, repair, and maintain the Easement Property, as it so desires.
- (5) **Compliance.** In the *Easement Grantor's* ownership and/or utilization of the Easement Property, *Easement Grantor* shall comply with all present and future federal, state and local laws, rules, regulations, land use codes, building codes, orders and other governmental requirements applicable to *Easement Grantor's* ownership and/or use of the Easement Property. Likewise, in the *Easement Grantee's* utilization of the Parking Easement, *Easement Grantee* shall comply with all present and future federal, state and local laws, rules regulations and other governmental requirements applicable to *Easement Grantee's* use of the Parking Easement.
- (6) **Liens.** In no event shall any work performed on the Parking Easement give rise to a mechanic's lien or any other encumbrance (collectively, "Encumbrance") against *Easement Grantee's* Adjacent Property, or any other real property owned by *Easement Grantee*. In the event such an Encumbrance is claimed, *Easement Grantor* shall immediately do all things necessary to cause a release of the Encumbrance. *Easement Grantor* shall keep the Parking Easement free and clear of liens and encumbrances resulting from *Easement Grantor's* and/or *Easement Grantee's* use of the Easement Property.
- (7) **Runs with Land.** The easement rights created hereunder shall be an appurtenance to the Adjacent Property and shall travel with the title thereto without specific mention thereof in any conveyance document.
- (8) **Indemnification and Release.** *Easement Grantor* does hereby indemnify and hold harmless *Easement Grantee* for loss or damage sustained by *Easement Grantor* from *Easement Grantee's* reasonable exercise of the Parking Easement. Further, the *Easement Grantor* shall neither hold, nor attempt to hold, *Easement Grantee* liable for, and hereby waives and releases it from any loss, damage or injury to person or property sustained by the *Easement Grantee*, its agents, contractors, employees, invitees or anyone claiming by, through or under *Easement Grantor*, resulting from *Easement Grantee's* exercise and use of the Parking Easement herein, except any accident, condition, or casualty that is directly caused by the



intentional or reckless acts or omissions of the *Easement Grantee's* use of the Parking Easement for the purposes described herein.

- (9) **Binding Effect.** The terms and conditions of this Agreement and the Parking Easement granted herein shall be binding on the heirs, personal representatives, successor and assigns of the parties affected thereby, and shall be enforceable as a covenant and equitable servitude binding the parties and Easement Property described herein. *Easement Grantee*, and its successors, heirs and assigns, shall not be liable for any default or failure to comply herewith which relates to the period of time after *Easement Grantee* shall have conveyed or otherwise transferred its entire interest in the Parking Easement and/or *Easement Grantee's* interest in the Adjacent Property herein described.
- (10) **Construction.** The rule of strict construction does not apply to this instrument. This Agreement shall be given reasonable construction in light of the goals to confer upon *Easement Grantee* a useable right to the Parking Easement consistent with *Easement Grantee's* historical usage thereof, and any other allowable uses of the Easement Property; and protect *Easement Grantee* from needless and unreasonable cost, risk and interference with *Easement Grantee's* use of the Parking Easement. The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- (11) **Governing Law.** It is agreed that this Parking Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.
- (12) **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any of the parties, except to the extent incorporated in this Agreement.
- (13) **Modification of Easement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.
- (14) **No Waiver.** Except where set out specifically above, the failure of a party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- (15) **Default and Remedies.** In the event of any default under this Agreement, the non-defaulting party may give notice to the defaulting party of such default. The defaulting party shall have twenty (20) days within which to cure such default, or, with respect to a nonmonetary default, if such default cannot be cured within then (20) days, such longer time as may reasonably be necessary to cure such default, provided that the defaulting party commences to cure such default within said twenty (20) days and diligently prosecutes the

same to completion. In the event of a default that is not timely cured, but not prior to the end of the applicable cure period, the non-defaulting parties shall be entitled to (a) cure such default at the expense of the defaulting party (and the defaulting party shall pay the reasonable expense thereof upon demand, together with interest), and (b) any other remedies which may be available at law or in equity, with the exception of the termination of this Agreement. The parties acknowledge that damages may be an inadequate remedy for a default hereunder and agree that the parties shall be entitled to injunction, specific performance and other equitable remedies to enforce the terms of this Agreement. The prevailing party in any action to enforce this Easement shall be entitled to its reasonable attorneys' fees and court costs.

- (16) **Notices.** Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed properly given and received on the earlier of: (a) when actually received if delivered personally, by messenger service, or otherwise; (b) on the next business day after deposit for delivery (specifying next day delivery) with any recognized overnight courier service; or (c) seven (7) business days after mailing, by certified mail, return receipt requested. All such notices shall be furnished with delivery or postage charges paid, addressed to the parties at the addresses set forth below as of this date, or a different address as designated in a written notice to the other party as provided for herein:

*Easement Grantor:*

Martell Real Estate Group, LLC, a Colorado limited liability company  
% James Martell, Manager  
3095 Blue Mountain Drive  
Broomfield, CO 80023

*Easement Grantee:*

Tomlynson, Inc.  
% Maxwell G. Ludwig, President and Tatyana A. Ludwig, Secretary/ Treasurer  
PO Box 1400  
GL, CO 80447

And

Kent H. Whitmer, Esq.  
P.O. Box 38  
Hot Sulphur Springs, CO 80451

A party may give any notice, instruction or communication in connection with this Easement using any other means (including facsimile, e-mail or first-class mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the party to whom it was sent and such party acknowledges its receipt.

Section 6, Item A.

(17) **Termination, Expiration or Abandonment of the Easement.** The Parking Easement set forth in this Agreement may be terminated in whole or in part, by the voluntary relinquishment by *Easement Grantee* or any successor-in-interest of *Easement Grantee* of the Parking Easement by a written instrument executed by the *Easement Grantee* or its designated representative, or any assignee of *Easement Grantee* of the Parking Easement evidencing such termination.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto subscribed their signatures, effective the date first above mentioned.

[SIGNATURE PAGES TO FOLLOW]

EASEMENT GRANTEE:

TOMLYNSON, INC., a Colorado corporation

By: [Signature]  
Maxwell G. Ludwig, President

By: [Signature]  
Tatyana A. Ludwig, Secretary

SONYA ANN HERVERT  
Notary Public  
State of Colorado  
Notary ID # 20154049020  
My Commission Expires 12-24-2023

STATE OF COLORADO :  
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Maxwell G. Ludwig, as President of Tomlynson, Inc.

WITNESS my hand and official seal  
My Commission Expires: December 24, 2023

[Signature]  
Notary Public

STATE OF COLORADO :  
COUNTY OF GRAND :

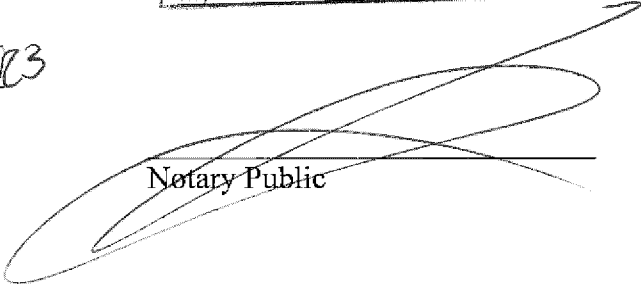
The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Tatyana A. Ludwig, as Secretary of Tomlynson, Inc.

Section 6, Item A.

SONYA ANN HERVERT  
Notary Public  
State of Colorado  
Notary ID # 20154049020  
My Commission Expires 12-24-2023

WITNESS my hand and official seal

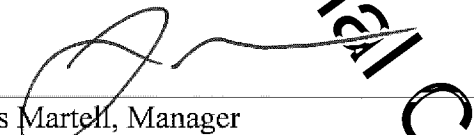
My Commission Expires: December 24, 2023



Notary Public

EASEMENT GRANTOR:

MARTELL REAL ESTATE GROUP, LLC, a Colorado limited liability company

By:   
James Martell, Manager

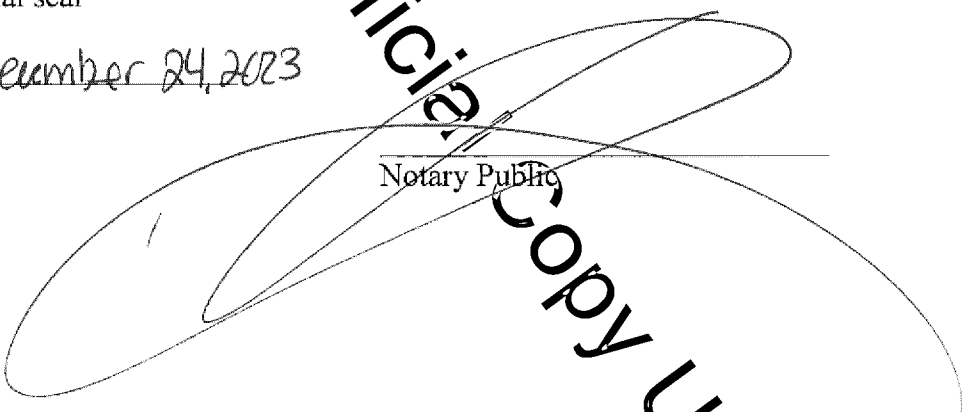
SONYA ANN HERVERT  
Notary Public  
State of Colorado  
Notary ID # 20154049020  
My Commission Expires 12-24-2023

STATE OF COLORADO :  
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March,  
2022 by James Martell, as Manager of Martell Real Estate Group, LLC, a Colorado limited  
liability company.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023



Notary Public

**EXHIBIT C  
TO WARRANTY DEED**

[Attached to Warranty Deed, dated March 18th, 2022 between Tomlynson, Inc., a Colorado corporation, "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, as "Grantee."]

**SNOW AND REFUSE EASEMENT AGREEMENT**

This Snow and Refuse Agreement ("Agreement") is executed on the dates indicated by the signatures affixed hereto, by and between Martell Real Estate Group, LLC, a Colorado limited liability company referred to as Grantee in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantor*," and Tomlynson, Inc., a Colorado corporation, referred to as Grantor in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantee*."

**WITNESS:**

**WHEREAS**, the *Easement Grantee* has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

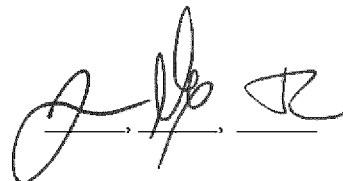
WHEREAS, as of the date of execution and recordation of the Warranty Deed to which this Agreement (Exhibit C) is attached, *Easement Grantor* is the owner of the following described property located in Grand County, Colorado (the "Easement Property") and is desirous of entering into this Agreement:

Lots 3 and 4 and 5,  
Block 1,  
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299

WHEREAS, *Easement Grantee* is the owner of property adjacent to the Easement Property ("Adjacent Property"), which property is located in Grand County, Colorado and is more particularly described as follows:

**Parcel A:**

Lot 18,  
Block 1,  
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299



Parcel B:

All that part of the NE1/4 of Section 5, Township 3 North, Range 75 West of the 6<sup>th</sup> P.M., lying Easterly of the East line of Lot 18, Block 1, Sunnyside Addition to the Town of Grand Lake and Northerly of the Easterly extension of the South line of said Lot 18 and Southerly of the Easterly extension of the North line of said Lot 18 and Westerly of the center of the North Inlet to Grand Lake.

Also known by Street Address: 210 Rapids LN, Grand Lake, CO 80447-1400.

AND WHEREAS, *Easement Grantor* and *Easement Grantee* wish to enter into this Agreement for the purpose of creating a perpetual easement on the Easement Property in favor of *Easement Grantee* to provide *Easement Grantee* access and usage of the Easement Property for the purposes set forth below.

It is therefore stipulated and agreed as follows:

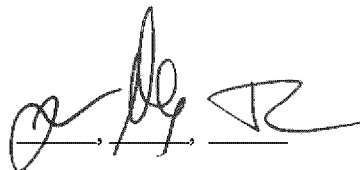
- (1) **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Agreement.
- (2) **Easement Purpose and Description.** *Easement Grantor* hereby grants and dedicates a non-exclusive perpetual easement on the Easement Property for the purpose of allowing *Easement Grantee* to access and utilize the Easement Property:

- (a) to place snow plowed from the Adjacent Property onto the Easement Property, in a manner that does not unnecessarily or unreasonably impact *Easement Grantor's* ordinary and reasonable use of the Easement Property and that is consistent with *Easement Grantee's* historical usage thereof;

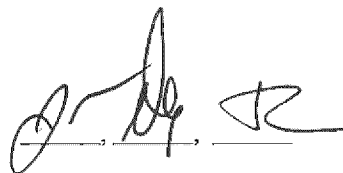
- (b) to deposit refuse/trash accumulated from *Easement Grantee's* use of the Adjacent Property into designated refuse/trash containers located on the Easement Property, in a manner that is consistent with *Easement Grantee's* historical usage thereof,

(collectively, "Snow and Refuse Easement"). The Snow and Refuse Easement established by this Agreement is for the benefit of the *Easement Grantee* and successors and assigns of the Adjacent Property.

- (3) **Nonexclusive.** The Snow and Refuse Easement is nonexclusive in nature. The owner of the Easement Property burdened by this Easement may also use the Easement Property or grant others' rights in the Easement Property, so long as such use or grant does not unreasonably interfere with the rights of *Easement Grantee* established herein.



- (4) **Operation, repair and maintenance.** *Easement Grantor*, at his sole expense, shall reasonably operate, repair, and maintain the Easement Property in a manner that permits *Easement Grantee* to exercise the rights of this Snow and Refuse Easement. Notwithstanding the foregoing, *Easement Grantee* may, but is not obligated to, also operate, repair, and maintain the Easement Property, as it so desires.
- (5) **Compliance.** In the *Easement Grantor's* ownership and/or utilization of the Easement Property, *Easement Grantor* shall comply with all present and future federal, state and local laws, rules, regulations, land use codes, building codes, orders and other governmental requirements applicable to *Easement Grantor's* ownership and/or use of the Easement Property. Likewise, in the *Easement Grantee's* utilization of the Snow and Refuse Easement, *Easement Grantee* shall comply with all present and future federal, state and local laws, rules regulations and other governmental requirements applicable to *Easement Grantee's* use of the Snow and Refuse Easement.
- (6) **Liens.** In no event shall any work performed on the Easement Property gives rise to a mechanic's lien or any other encumbrance (collectively, "Encumbrances") against *Easement Grantee's* Adjacent Property, or any other real property owned by *Easement Grantee*. In the event any such Encumbrance is claimed, *Easement Grantor* shall immediately do all things necessary to cause a release of the Encumbrance.
- (7) **Runs with Land.** The easement rights created hereunder shall be an appurtenance to the Adjacent Property and shall travel with the title thereto without specific mention thereof in any conveyance document.
- (8) **Indemnification and Release.** *Easement Grantor* does hereby indemnify and hold harmless *Easement Grantee* for loss or damage sustained by *Easement Grantor* from *Easement Grantee's* reasonable exercise of the Snow and Refuse Easement. Further, the *Easement Grantor* shall neither hold, nor attempt to hold, *Easement Grantee* liable for, and hereby waives and releases *Easement Grantee* from any loss, damage or injury to person or property sustained by the *Easement Grantee*, its agents, contractors, employees, invitees or anyone claiming by, through, or under *Easement Grantor's* or its assigns, resulting from *Easement Grantee's* exercise and use of the Snow and Parking Easement hereunder, except any accident, condition, or casualty that is directly caused by the intentional or reckless acts or omissions of the *Easement Grantee's* use of the Snow and Parking Easement for the purposes described herein.
- (9) **Binding Effect.** The terms and conditions of this Snow and Refuse Agreement and the Snow and Refuse Easement granted herein shall be binding on the heirs, personal representatives, successor and assigns of the parties affected thereby, and shall be enforceable as a covenant and equitable servitude binding the parties and Easement Property described herein. *Easement Grantee*, and its successors, heirs and assigns, shall not be liable for any default or failure to comply herewith which relates to the



period of time after *Easement Grantee* shall have conveyed or otherwise transferred its entire interest in the Snow and Parking Easement.

(10) **Construction.** The rule of strict construction does not apply to this instrument. This Snow and Refuse Easement shall be given reasonable construction in light of the goals to confer upon *Easement Grantee* a useable right to accomplish the purposes of the Snow and Refuse Easement and any other allowable uses of the Easement and to protect *Easement Grantee* from needless and unreasonable cost, risk and interference with *Easement Grantee's* use of the Snow and Refuse Easement. The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

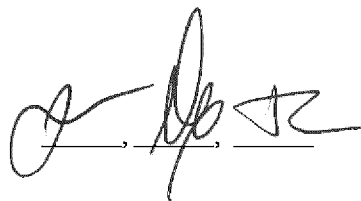
(11) **Governing Law.** It is agreed that this Snow and Refuse Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.

(12) **Entire Agreement.** This Snow and Refuse Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any of the parties, except to the extent incorporated in this Agreement.

(13) **Modification of Easement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.

(14) **No Waiver.** Except where set out specifically above, the failure of a party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(15) **Default and Remedies.** In the event of any default under this Agreement, the non-defaulting party may give notice to the defaulting party of such default. The defaulting party shall have twenty (20) days within which to cure such default, or, with respect to a nonmonetary default, if such default cannot be cured within then (20) days, such longer time as may reasonably be necessary to cure such default, provided that the defaulting party commences to cure such default within said twenty (20) days and diligently prosecutes the same to completion. In the event of a default that is not timely cured, but not prior to the end of the applicable cure period, the non-defaulting parties shall be entitled to (a) cure such default at the expense of the defaulting party (and the defaulting party shall pay the reasonable expense thereof upon demand, together with interest), and (b) any other remedies which may be available at law or in equity, with the exception of the termination of this Agreement. The parties acknowledge that damages may be an inadequate remedy for a default hereunder and agree that the parties shall be entitled to injunction, specific performance and other equitable remedies to enforce the terms of this





Agreement. The prevailing party in any action to enforce this Easement shall be entitled to its reasonable attorneys' fees and court costs.

(16) **Notices.** Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed properly given and received on the earlier of: (a) when actually received if delivered personally, by messenger service, or otherwise; (b) on the next business day after deposit for delivery (specifying next day delivery) with any recognized overnight courier service; or (c) seven (7) business days after mailing, by certified mail, return receipt requested. All such notices shall be furnished with delivery or postage charges paid, addressed to the parties at the addresses set forth below as of this date, or a different address as designated in a written notice to the other party as provided for herein:

*Easement Grantor:*

Martell Real Estate Group, LLC, a Colorado limited liability company  
% James Martell, Manager  
3095 Blue Mountain Drive  
Broomfield, CO 80023

*Easement Grantee:*

Tomlynson, Inc.  
% Maxwell G. Ludwig, President and Tatyana A. Ludwig, Secretary  
PO Box 1400  
GL, CO 80447

And

Kent H. Whitmer, Esq.  
P.O. Box 38  
Hot Sulphur Springs, CO 80451

A party may give any notice, instruction or communication in connection with this Easement using any other means (including facsimile, e-mail or first class mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the party to whom it was sent and such party acknowledges its receipt.

(17) **Termination, Expiration or Abandonment of the Easement.** The Snow and Refuse Easement set forth in this Agreement may be terminated in whole or in part, by the voluntary relinquishment by *Easement Grantee* by a written instrument executed by the *Easement Grantee* or its designated representative, or any assignee of *Easement Grantee* of the Snow and Refuse Easement evidencing such termination.

Section 6, Item A.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto subscribed their signatures, effective the date first above mentioned.

EASEMENT GRANTEE:

TOMLYNSON, INC., a Colorado corporation

By: [Signature]  
Maxwell G. Ludwig, President

By: [Signature]  
Tatyana A. Ludwig, Secretary

SONYA ANN HERVERT  
Notary Public  
State of Colorado  
Notary ID # 20154049020  
My Commission Expires 12-24-2023

STATE OF COLORADO :  
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Maxwell G. Ludwig, as President of Tomlynson, Inc.

WITNESS my hand and official seal  
My Commission Expires: December 24, 2023

[Signature]  
Notary Public

STATE OF COLORADO :  
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Tatyana A. Ludwig, as Secretary of Tomlynson, Inc.

WITNESS my hand and official seal  
My Commission Expires: December 24, 2023

[Signature]  
Notary Public

SONYA ANN HERVERT  
Notary Public  
State of Colorado  
Notary ID # 20154049020  
My Commission Expires 12-24-2023

[Signature]

Section 6, Item A.

EASEMENT GRANTOR:

MARTELL REAL ESTATE GROUP, LLC, a Colorado limited liability company

By: [Signature]  
James Martell, Manager

SONYA ANN HERVERT  
Notary Public  
State of Colorado  
Notary ID # 20154049020  
My Commission Expires 12-24-2023

STATE OF COLORADO :  
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March,  
2022 by James Martell, as Manager of Martell Real Estate Group, LLC, a Colorado limited  
liability company.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023

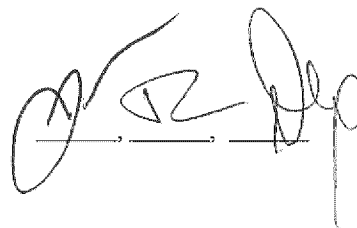
[Signature]  
Notary Public

[Signature] [Signature]

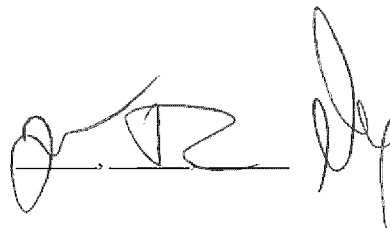
**EXHIBIT D**  
**TO WARRANTY DEED**  
(Permitted Exceptions)

[Attached to Warranty Deed, dated March 18th, 2022 between Tomlynson, Inc., a Colorado corporation, "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, as "Grantee."]

1. Any facts, rights, interests, or claims which are not shown by the Public Records 1. 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. (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.
6. Right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect subject property, as reserved by United States Patent recorded August 17, 1893 in Book 013 at Page 335, and any possessory rights created by the locations of claims therefore.
7. Right of way for ditches and canals constructed by the authority of the United States, as reserved by United States Patent recorded August 17, 1893 in Book 013 at Page 335 and June 136, 1903 in Book 19 at Page 446.
8. Right of way granted Mountain Parks Electric, Inc. by instrument recorded May 21, 1976 in Book 225 at Page 335, December 11, 1998 at Reception No. 98013187, November 5, 2002 at Reception No. 2002-012102; and September 30, 2003 at Reception No. 2003-012602.
9. Easements, rights of way and all other matters as shown on the Plat of Sunnyside Addition to the Town of Grand Lake, filed April 25, 1910 at Reception No. 15299.



10. Terms, agreements, provisions, conditions and obligations as contained in Claim of Easement recorded February 27, 1978 in Book 243 at Page 086.
11. Any question, dispute or adverse claims to any loss or gain of land as a result of any change in the riverbed location by other than natural causes, or alteration through accretion, reliction, erosion or evulsion of the center thread, bank, channel or flow of the waters in the North Inlet to Grand Lake lying within the subject land; and any question as to the location of such center thread, bank, bed or channel as a legal description monument or marker for the purposes of describing or locating subject lands.
12. Restrictions, which do not contain a forfeiture or reverter clause, as contained in instrument recorded September 17, 2002 at Reception No. 2002-009745, providing substantially as follows:
- "these 3 lots are to be considered as one building site; are forever to remain one building site and are not to be sold separately or mortgaged separately; unless all provisions of the Town's zoning regulations then in effect are complied with, including but not limited to, area regulations".
13. Terms, agreements, provisions, conditions and obligations as contained in Parking Easement Agreement recorded September 12, 1996 at Reception No. 96007810.
14. Deed of Perpetual Nonexclusive Easement recorded December 9, 2003 at Reception No. 2003-015921.





Documentary fee: exempt, consideration \$500 or less [CRS. §39-13-102(2)(a)]

### DEED OF PERPETUAL NONEXCLUSIVE EASEMENT

Tomlynson, Inc., Grantor, hereby conveys to James Clark Burton and Linda Greiger Burton, whose address is P.O. Box 3621, Arnold, CA 95223, Grantees, as the owner of the Benefitted Property, a perpetual, non-exclusive easement for an existing roof overhang of not more than two feet, a house wall, foundation and walkway, to the extent they are currently within the easement, and for an underground sewer line, including the right to repair and maintain same, over and across that real property in Grand Lake, Grand County, Colorado, described on Exhibit A hereto. (The easement granted is subordinate to the underground electric line easement previously granted which overlaps a portion of the easement described in Exhibit A.)

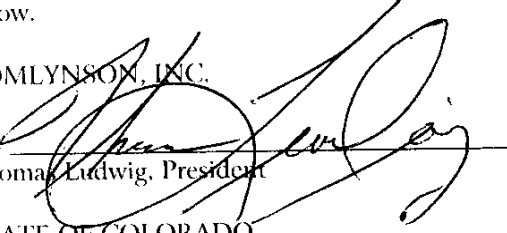
The Benefitted Property is located in Grand County, Colorado, and is described as:

The W½ of Lot 2, Block 1, Sunnyside Addition to Grand Lake, Grand County, Colorado, a.k.a. 209 Hancock St., Grand Lake, CO

This easement shall run with the land and be appurtenant to the Benefitted Property forever.

IN WITNESS WHEREOF Grantor has executed this Deed of Easement on the day and year shown below.

TOMLYNSON, INC.

By:   
Thomas Ludwig, President

STATE OF COLORADO

ss.

COUNTY OF GRAND

Acknowledged before me this 5 day of December, 2003, by Thomas Ludwig as President of Tomlynson, Inc.

Witness my hand and official seal:

(Seal)

My commission expires: 4-4-07



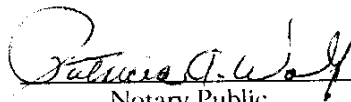
  
Notary Public

Exhibit A = Legal Description and Illustration of easement

NO REAL PROPERTY TRANSFER DECLARATION RECEIVED



**TIM SHENK LAND SURVEYING, INC.**  
**BOX 604**  
**FRASER, CO 80442**  
**PHONE: 726-2031**  
**FAX: 726-2035**

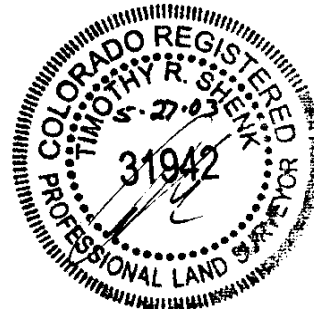
**EXHIBIT A**  
**PAGE No. 1**  
**LEGAL DESCRIPTION**

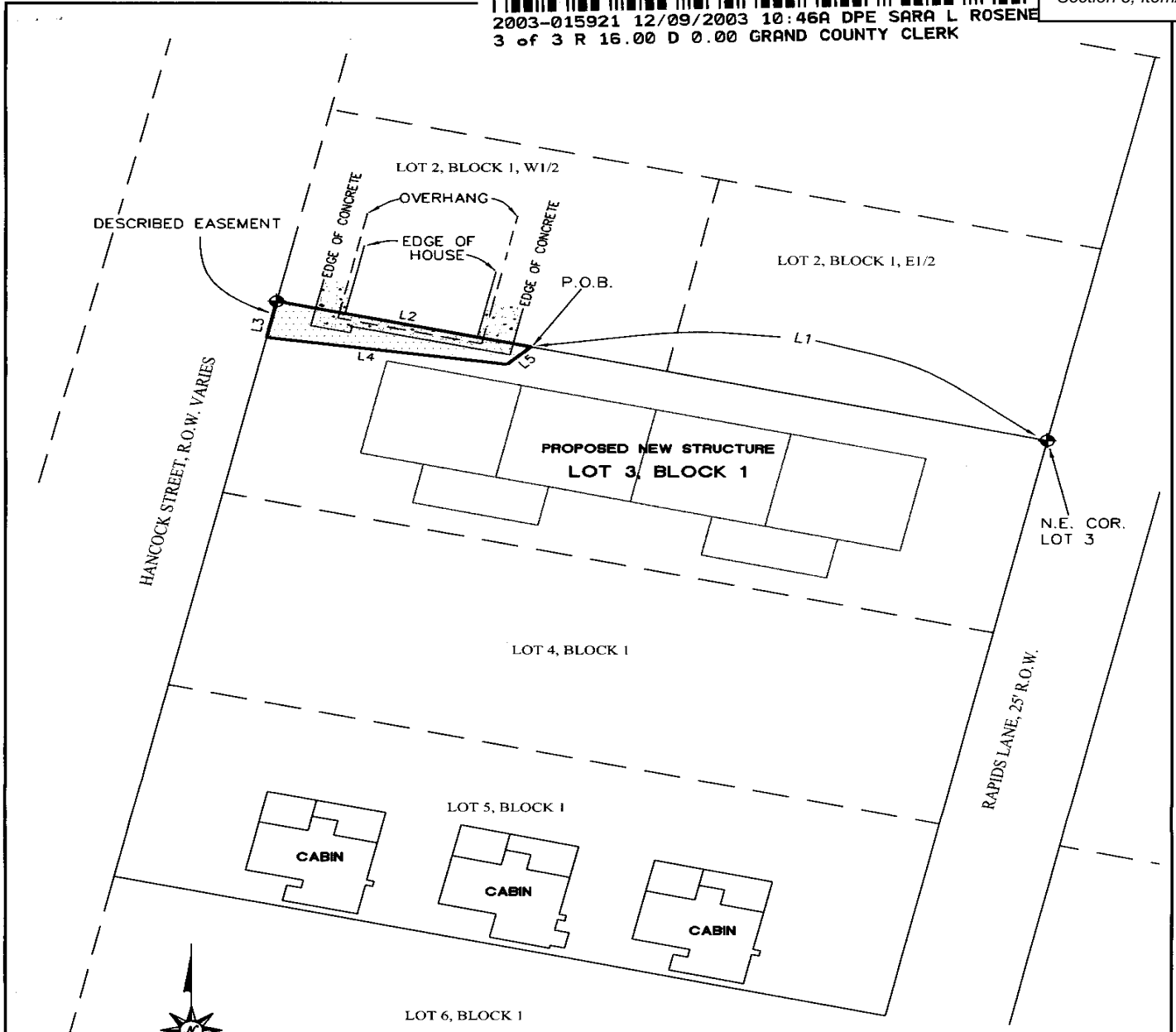
A legal description for an underground sewer line easement situated on a portion of Lot 3, Block 1, Sunnyside Addition to the Town of Grand Lake according to the plat filed April 25, 1910, at Reception No. 15299 of the Records of Grand County, and based on that Improvement Survey Plat, LS No. 1320, deposited in the Records of the Grand County Surveyor said underground sewer line easement is more particularly described as follows:

Considering the line of the Sunnyside Addition to the Town of Grand Lake to bear N 12°42' E as measured from the southwest corner of Lot 12, Block 1 (spike & washer) to the northwest corner of Lot 19, Block 1 (aluminum cap, PLS #10945) and with all bearings contained herein relative thereto;

- Commencing at the northeast corner of said Lot 3 (aluminum cap, PLS #31942);
- Thence N 77°22'05" W along the northerly line of said Lot 3 a distance 107.25' to the true POINT OF BEGINNING;
- Thence N 77°22'05" W along the northerly line of said Lot 3 a distance of 52.75' to the northwest corner of said Lot 3 (aluminum cap, PLS #31942);
- Thence S 12°37'55" W along the westerly line of said Lot 3 a distance of 9.49' to a point;
- Thence S 82°06'16" E a distance of 49.11' to a point;
- Thence N 47°38'49" E a distance of 6.64' to the POINT OF BEGINNING.

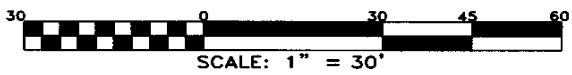
Prepared by Timothy R. Shenk, PLS #31942, on behalf of Tim Shenk Land Surveying, Inc. for TOMLYNSON INC. a Colorado corporation, 5-27-03.





⊕ - ALUMINUM CAP, PLS #31942

L1	N 77°22'05" W	107.25'
L2	N 77°22'05" W	52.75'
L3	S 12°37'55" W	9.49'
L4	S 82°06'16" E	49.11'
L5	N 47°38'49" E	6.64'



TIM SHENK LAND SURVEYING, INC.  
 P.O. BOX 604  
 FRASER, COLORADO 80442  
 (970)-726-2031

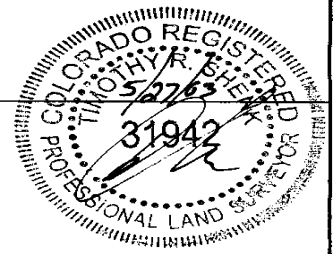


EXHIBIT A  
 PAGE No. 2  
 UNDERGROUND SEWER LINE EASEMENT  
 SITUATED ON A PORTION OF  
 LOT 3, BLOCK 1  
 SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE  
 GRAND COUNTY, COLORADO



**TOWN OF GRAND LAKE  
PLANNING COMMISSION  
RESOLUTION NO. 02-2024**

**A RESOLUTION RECOMMENDING APPROVAL OF A LOT CONSOLIDATION OF  
LOTS 3-5, BLOCK 1, SUNNYSIDE ADDITION TO GRAND LAKE, MORE  
COMMONLY REFERRED TO AS 240 AND 300 HANCOCK STREET**

**WHEREAS**, Martell Real Estate Group, LLC (the “Applicant”) is the owner of certain real property located within the Town of Grand Lake, more particularly described as follows:

Lot 3-5, Block 1, Sunnyside Addition to Grand Lake, Grand Lake, Colorado, also known as: 240 and 300 Hancock Street, 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 February 7<sup>th</sup>, 2024; 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 7th DAY OF FEBRUARY, 2024.**

( S E A L )

Votes Approving:  
 Votes Opposed:  
 Absent:  
 Abstained:

ATTEST:

TOWN OF GRAND LAKE

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

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

**SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, AMENDED LOT 20, BLOCK 1  
 CONSOLIDATION OF LOTS 3, 4 & 5, BLOCK 1, SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, RECEPTION NO. 15299  
 SITUATED IN SECTION 5, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO**

**DEDICATION:**

KNOW ALL MEN BY THESE PRESENTS, THAT MARTELL REAL ESTATE GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY IS THE OWNER OF THAT REAL PROPERTY SITUATED IN THE TOWN OF GRAND LAKE, COLORADO, MORE FULLY DESCRIBED AS FOLLOWS:

LOTS 3, 4, & 5, BLOCK 1, SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE

THAT IT HAS CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, AMENDED LOT 20, BLOCK 1, AND DOES HEREBY DEDICATE AND SET APART ALL OF THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER, AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE ACCOMPANYING PLAT AS EASEMENTS.

IN WITNESS WHEREOF, MARTELL REAL ESTATE GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY HAS HEREUNTO SUBSCRIBED ITS NAME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MARTELL REAL ESTATE GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY

JAMES MARTELL, MANAGER  
 STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ ) SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY JAMES MARTELL, AS MANAGER OF MARTELL REAL ESTATE GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

**TOWN BOARD OF TRUSTEES CERTIFICATE:**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_ 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.

ATTEST

TOWN CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_

**PLANNING COMMISSION CERTIFICATE:**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_ TOWN PLANNING COMMISSION, GRAND LAKE, COLORADO.

CHAIRMAN \_\_\_\_\_

**CLERK'S CERTIFICATE:**

STATE OF COLORADO ) SS  
 TOWN OF GRAND LAKE )  
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK (P/A) M., MONTH \_\_\_\_\_, DATE \_\_\_\_\_, 20\_\_\_\_, A.D., AND IS DULY RECORDED.

TOWN CLERK \_\_\_\_\_

**LIEN HOLDERS CERTIFICATE:**

TOMLYNSON, INC. AS A MORTGAGE HOLDER OF RECORD (RECEPTION NO. 220220241) ON PART OR ALL OF THE REAL PROPERTY DESCRIBED HEREIN, HEREBY JOINS IN THIS PLAT.

IN WITNESS WHEREOF, SAID TOMLYNSON, INC. HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ AS \_\_\_\_\_ (TITLE) OF TOMLYNSON, INC.

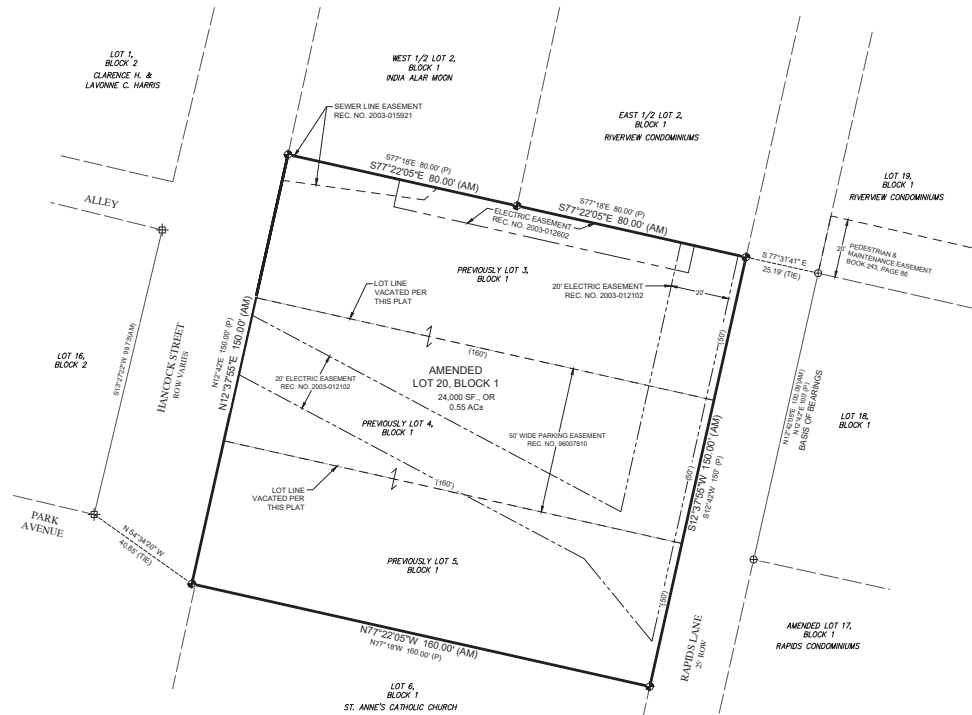
STATE OF \_\_\_\_\_ ) SS  
 COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ AS \_\_\_\_\_ (TITLE) OF TOMLYNSON, INC.

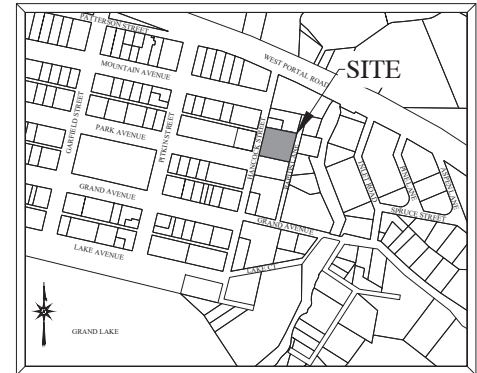
WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC



**LEGEND**

- |          |                                |
|----------|--------------------------------|
| REC. NO. | RECEPTION NUMBER               |
| SF       | SQUARE FEET                    |
| AC       | ACREAGE                        |
| PLATED   | PLATED                         |
| (AM)     | AS MEASURED                    |
| ⊕        | FOUND ALUMINUM CAP, PLS #31942 |
| ⊕        | FOUND PLASTIC CAP, PLS #26865  |
| ⊕        | FOUND ALUMINUM CAP, PLS #11415 |
| ⊕        | WATER VALVE                    |
| ⊕        | FIRE HYDRANT                   |
| ⊕        | ELECTRICAL BOX                 |
| ⊕        | ELECTRICAL PEDESTAL            |
| ⊕        | ELECTRIC METER                 |
| ⊕        | SANITARY SEWER MANHOLE         |
| ⊕        | POWER POLE                     |
| ⊕        | PROPERTY LINE                  |
| ---      | BUILDING ENVELOPE LINE         |
| ---      | BUILDING SETBACK LINE          |
| ---      | EASEMENT LINE                  |
| ---      | ADJACENT LOT                   |
| ---      | GAS LINE                       |
| ---      | SANITARY SEWER LINE            |
| ---      | UNDERGROUND ELECTRIC           |
| ---      | WATER LINE                     |
| ---      | OVERHEAD ELECTRIC              |
| ---      | TELEPHONE LINE                 |



VICINITY MAP  
 SCALE: 1" = 300'

**NOTES:**

- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SURVEY:
  - GRAND COUNTY RECORDS, PLAT OF THE SUNNYSIDE ADDITION TO GRAND LAKE, RECEPTION NO. 15299.
  - GRAND COUNTY RECORDS, TOWN OF GRAND LAKE, RECEPTION NO. 9066.
  - GRAND COUNTY RECORDS, IMPROVEMENT SURVEY PLAT, IS 1320.
- TIM SHENK LAND SURVEYING, INC. RELIED UPON TITLE COMMITMENT NO. 111924-C2, EFFECTIVE DATE OF MARCH 09, 2022 @ 7:30 A.M., ISSUED BY TITLE COMPANY OF THE ROCKIES AS AN AGENT FOR WESTCOR LAND TITLE INSURANCE COMPANY FOR LEGAL DESCRIPTIONS, RIGHTS OF WAY AND EASEMENTS.
- BASIS OF BEARING IS N14°42'00" (ASSUMED) AS MEASURED FROM THE SOUTHWEST CORNER OF LOT 18, BLOCK 1, (ALUMINUM CAP, PLS #11415) TO THE NORTHWEST CORNER OF LOT 18, BLOCK 1 (ALUMINUM CAP, PLS #11415), WITH ALL BEARINGS SHOWN HEREON BEING RELATIVE THERETO.
- UNDERGROUND UTILITIES ARE NOT SHOWN EXCEPT WHERE INDICATED.
- DISTANCES ARE EXPRESSED IN U.S. SURVEY FEET AND/OR DECIMALS THEREOF.
- NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

**PROPERTY HISTORY NOTES:**

- OWNERSHIP VESTED BY WARRANTY DEED RECORDED AT RECEPTION NO. 20220202410
- CONSOLIDATION LETTER (RECEPTION NO. 2022-009745)
- PARKING EASEMENT (RECEPTION NO. 96007810)
- ELECTRIC EASEMENT (RECEPTION NO. 2003-012602)
- 20' ELECTRIC EASEMENT (RECEPTION NO. 2003-012102)
- SEWER LINE EASEMENT (RECEPTION NO. 2003-015921)

**LAND SURVEYOR'S CERTIFICATE:**

I, TIMOTHY R. SHENK, A DULY LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LOT CONSOLIDATION PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. SAID PLAT IS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 91, COLORADO REVISED STATUTES, 1973, AND THE TOWN OF GRAND LAKE RE-SUBDIVISION REGULATIONS (THE MONUMENTS REQUIRED BY SAID STATUTE AND REGULATIONS HAVE BEEN PLACED IN THE GROUND. IT IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

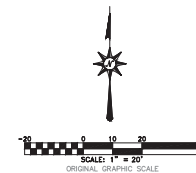
DATED THIS 30 DAY OF NOVEMBER, 2023.



TIMOTHY R. SHENK, COLORADO P.L.S. 31942  
 PREPARED ON BEHALF OF TIM SHENK LAND SURVEYING, INC.

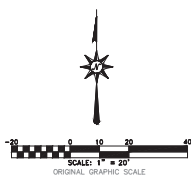
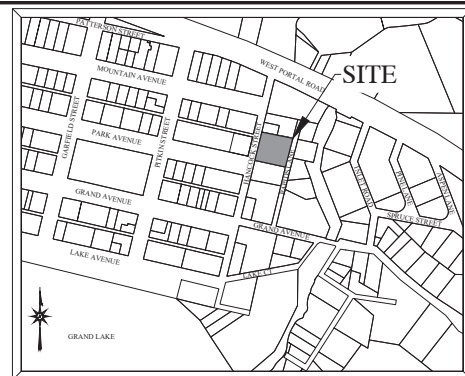
TIM SHENK  
 LAND SURVEYING, INC.  
 P.O. BOX 1670  
 GRANBY, CO 80446  
 (970) 887-1046

SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE  
 AMENDED LOT 20, BLOCK 1  
 CONSOLIDATION OF LOTS 3, 4 & 5, BLOCK 1,  
 SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE  
 SECTION 5, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH P.M.  
 TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO

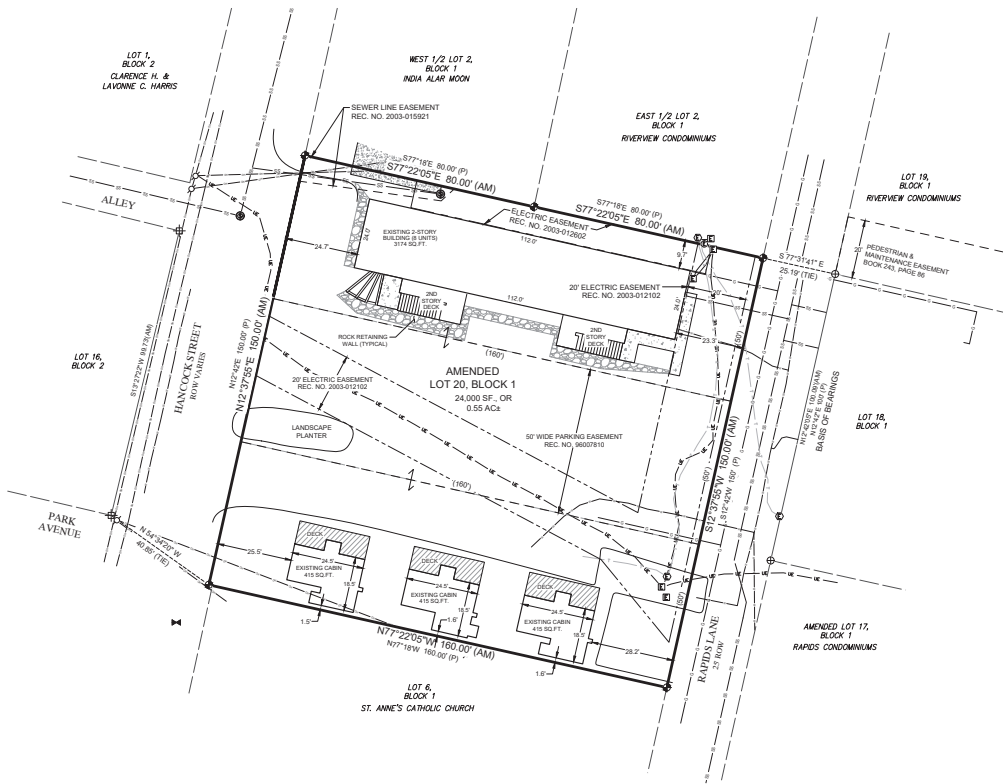


JOB: 0146	SCALE: 1" = 20'	DATE: 11/30/2023	DRAWN BY: JAN
DWG: 0146_CONS PLAT	CRD: 0146	CHECKED: TRS	SHEET: 1 OF 2

**EXISTING CONDITIONS MAP**  
**SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, AMENDED LOT 20, BLOCK 1**  
 CONSOLIDATION OF LOTS 3, 4 & 5, BLOCK 1, SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, RECEPTION NO. 15299  
 SITUATED IN SECTION 5, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN.  
 TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO



- LEGEND**
- REC. NO. RECEPTION NUMBER
  - SF SQUARE FEET
  - AC ACREAGE
  - (P) PLATTED
  - (AM) AS MEASURED
  - FOUND ALUMINUM CAP, PLS #31942
  - ⊕ FOUND PLASTIC CAP, PLS #26685
  - ⊕ FOUND ALUMINUM CAP, PLS #11415
  - ⊕ WATER VALVE
  - ⊕ FIRE HYDRANT
  - ⊕ ELECTRICAL BOX
  - ⊕ ELECTRICAL PEDESTAL
  - ⊕ ELECTRIC METER
  - ⊕ SANITARY SEWER MANHOLE
  - ⊕ POWER POLE
  - PROPERTY LINE
  - - - BUILDING ENVELOPE LINE
  - - - BUILDING SETBACK LINE
  - - - EASEMENT LINE
  - - - ADJACENT LOT
  - - - GAS LINE
  - - - SANITARY SEWER LINE
  - - - UNDERGROUND ELECTRIC
  - - - WATER LINE
  - - - OVERHEAD ELECTRIC
  - - - TELEPHONE LINE



TIM SHENK  
 LAND SURVEYING, INC.  
 P.O. BOX 1670  
 GRANBY, CO 80446  
 (970) 887-1046

EXISTING CONDITIONS MAP  
 SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE,  
 AMENDED LOT 20, BLOCK 1  
 CONSOLIDATION OF LOTS 3, 4 & 5, BLOCK 1,  
 SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE  
 SECTION 5, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH P.M.  
 TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO

JOB: 0146 SCALE: 1" = 20' DATE: 11/30/2023 DRAWN BY: JAN  
 DWG: 0146\_CONS PLAT CRD: 0146 CHECKED: TRS SHEET: 2 OF 2

GRAND COUNTY, CO 96007810 09/12/96 0138PM 15.00 .00 1.00  
PAGE 1 OF 3 SARA L ROSENE, RECORDER REC-FEE DOC-FEE EAS

Parking Easement Agreement

This Easement Agreement is executed on the dates indicated by the signatures affixed hereto, by and between Antonette M. Nigro, hereinafter referred to as Grantor and the Town of Grand Lake, hereinafter referred to as "the Town":

WITNESSETH:

WHEREAS Grantor is the owner of Lot 4, Block 1, Sunnyside Addition to the Town of Grand Lake, County of Grand, State of Colorado and is desirous entering into this Agreement; and

WHEREAS, the Town is a Colorado municipal corporation, and the Grand Lake Fire Protection District is a special District organized in the State of Colorado to provide fire protection within its District boundaries, which boundaries include, inter alia, Lots 4 and 19, Block 1, Sunnyside Addition to the Town of Grand Lake, County of Grand, State of Colorado; and

WHEREAS, the dedication of this parking Easement provides, in lieu of a dedicated easement, a methodology to provide fire protection and other emergency vehicle access for a subdivision to be located on Lot 19, Block 1, Sunnyside Addition to the Town of Grand Lake, County of Grand, State of Colorado.

It is therefore stipulated and agreed as follows:

1. Grantor hereby dedicates a perpetual parking easement for parking by users of adjacent properties, on Lot 4, Block 1, Sunnyside Addition to the Town of Grand Lake, County of Grand, State of Colorado ("Easement Property") for the benefit of Grand Lake Fire Protection District and other providers of emergency services, including but not limited to fire protection, police and medical services. The purpose of such easement is to prevent construction of a building or other permanent structure on the Easement Property that might interfere in any manner with the ability of the Grand Lake Fire Protection District and others to provide fire protection, police, medical or other emergency services.
2. Grantor and the Town agree that this parking easement may be modified upon future agreement of the Grantor, the Town and the Grand Lake Fire Protection District.
3. The parking easement shall not be exclusive and Grantor specifically retains the right to utilize the property for parking by users of adjacent properties and for installation of public utilities or to provide access to other property by virtue of this Easement Property, so long as such use and activities do not



GRAND COUNTY, CO 96007810 09/12/96 0138PM  
PAGE 3 OF 3 SARA L ROSENE, RECORDER

15.00 .00 1.00  
REC-FEE DOC-FEE EAS

Approved by the GRAND LAKE FIRE PROTECTION DISTRICT

By: *[Signature]* 7/10/96  
President Date

ATTEST:

*[Signature]*  
Secretary

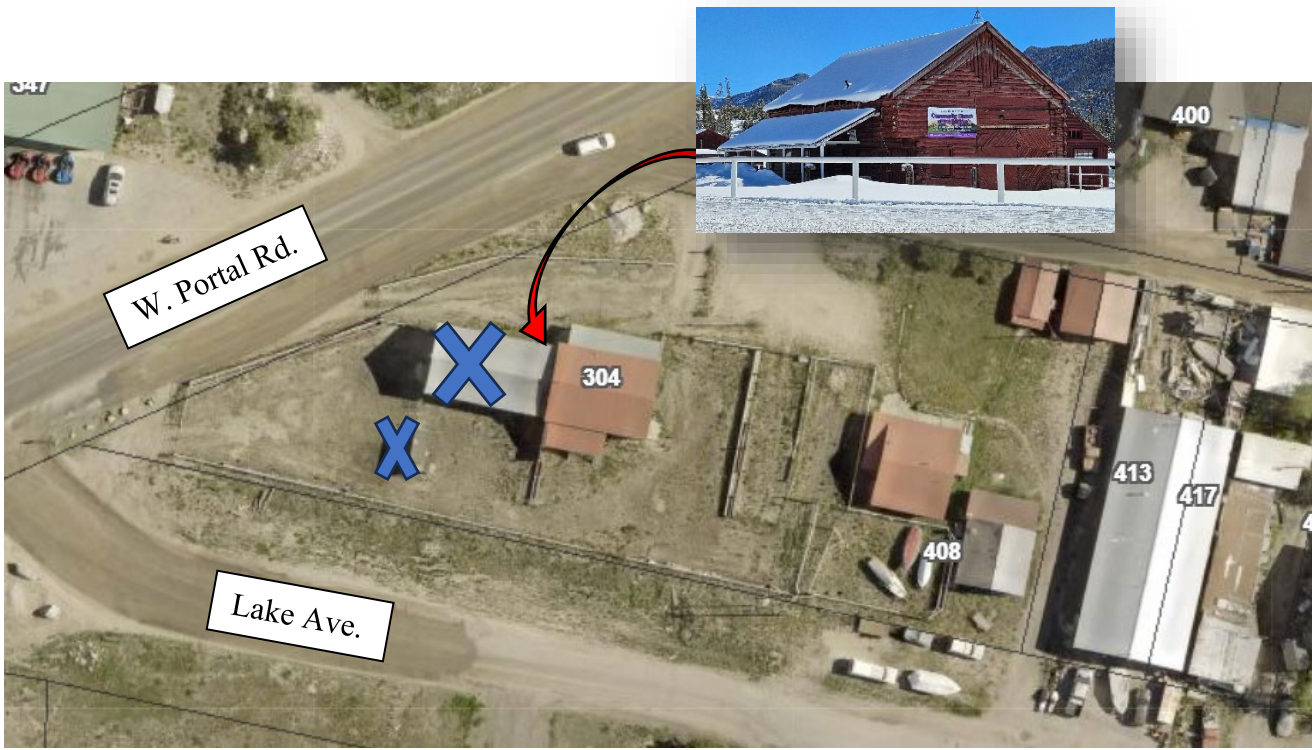
Accepted and ratified by <sup>Colorado CBS</sup> COMMUNITY FIRST STATE BANK

By: *[Signature]* President 7/12/96  
Authorized Officer Title Date



February 7<sup>th</sup>, 2024

To: Chairman Shockey and Planning Commissioners  
From: Kim White, Community Development Director  
RE: **PUBLIC HEARING** – Variance Request to the Sign Code by Community Church of the Rockies



**Purpose**

The Town staff has received a request for an exception to the Town of Grand Lake’s Sign Code to allow a 32sf temporary sign during construction, which is 12sf larger than the acceptable size (of 20sf for a temporary sign). The request was received from Community Church of the Rockies for the property more commonly referred to as 304 West Portal Road,

The full legal description of the property is:

Subdivision: Grand Lake Lot: 14 - 16 Block: 35 Part of Lot 14-16 S of Road Subdivision: GRAND LAKE Lot: 9 - 10 Block: 28 and a Tract 80FT X 150FT between Lots 9 & 16 of Vacated Perry St

**Background:**

The applicant came to Town Hall to drop off a sign permit for a temporary sign and was told that the code only allows for a sign to be up for 7 days. The applicant took the permit back and requested a variance to the 7-day rule. Upon further review of the code and conference with the Town attorney, the applicant was informed by staff that the demolition of the stables was an act of beginning





construction and a temporary sign could be erected for 6 months or until completion of the construction per 6-2-9 (K)(2) and no variance to 6-2-9(O) regarding the temporary sign display limiting to 7 consecutive days would be necessary. The applicant then placed the sign on the building and it was noted that the sign was not in compliance with the size restriction of temporary signage of 20 square feet. Staff let the applicant know that they would need a variance to the size code in order to keep the sign in place.

### **Municipal Code**

**(K) Temporary signs on construction sites.** In addition to any temporary signs allowed pursuant to this Code, temporary signs may be displayed on a parcel for the duration of any active construction of a new building that will contain a primary use and requiring a building permit and occurring on that parcel. Each sign placed in accordance with this subparagraph shall meet the following requirements:

1. The maximum size of any one sign shall be twenty (20) square feet.
2. Such signs may be erected ten (10) days prior to beginning construction and shall be removed after six months or completion of construction, whichever comes first, unless an extension is granted by the Administrator.
3. Signs under this subsection (1) may be attached to fences or trailers or may be freestanding.

**(O) Temporary signs not to exceed twenty (20) square feet** may be displayed for a period of time not to exceed fifty-two (52) days per year, cumulative, and for no more than seven (7) consecutive days. The information to be provided in an application for permits under this subsection (P) need only include the size, copy, material, location, and other information requested by the Administrator.

### **6-2-17 – Variances and Staff Comment.**

The Planning Commission may grant a variance from certain requirements of this title where the literal application of this title would create a particular hardship for the sign user and all the following criteria for a variance are met:

- (A) It is the policy of the Town to encourage aesthetically pleasing signs without substantial interference with the business to which the sign relates. *It does not appear to interfere.*
- (B) Projecting signs should not substantially obscure any part of another sign relating to another use. *It does not obscure other signage.*
- (C) Excessively large or tall signs should be avoided to prevent visual obstruction of the natural scenery within the Town. *It is excessively large for a temporary sign, but not for a permanent sign.*
- (D) Variances should not be granted which would allow any business use an unfair advertising advantage over any other business use. *It is not a business, and therefore does not have an advantage over any other businesses.*
- (E) Any variance granted shall be the minimum necessary to alleviate any hardship, in accordance with the standards and subject to the procedures of Section 6-2-15.
- (F) For the purpose of this title only, any person aggrieved by a decision of the Planning Commission may appeal the decision in writing to Grand Lake Board of Trustees. The Board of Trustees' review shall



be limited to the question of whether or not the Planning Commission has exceeded its authority or abused its discretion.

### **6-2-15 - Permit Process and Appeals Process.**

(A) Any person, firm, corporation or business entity desiring to construct, erect, remodel or otherwise change or affect any sign within the Town, except those signs specified in Section 6-2-16 and all signs listed as exempt, **is required to make application for a permit.** (this was completed)

No work shall be commenced on any sign until such permit is issued by the Town upon the applicant's compliance with this title; (the town did not issue a permit)

(B) Unless otherwise provided by this title, all new signs shall require permits and payment of fees. (Fee was paid)

(C) The information provided by the applicant shall include:

1. One complete scale drawing showing size, shape, design, materials, sign plan, including any required landscaping, specific sign location, elevation of sign on building, content, mounting method and lighting shall be submitted to the Town Manager or designee. (application was submitted and rejected due to temporary nature of sign and required variance)...

3. A nonrefundable fee shall accompany each application. (received)

**From the applicant:** "Gretchen Reynolds originally received the permit and ordered the sign believing the correct square footage was a maximum of 32 square feet. Later we were told that this temporary sign could only be up for 7 days or it could be a construction sign that could be up for six months, but construction signs can only be 20 square feet. Since we are in the initial process of designing a permanent sign for the church, we were hoping we could leave it up as is and not waste the approximate \$200 the church has invested in this temporary sign. Thanks for your consideration in this matter."

### **Commission Discussion**

The Planning Commission shall review the request and may grant a variance from certain requirements of this title where the literal application of this title would create a particular hardship for the sign user based on whether or not all the criteria of 6-2-17 from above are met.

### **Commission Suggested Motion**

- 1. I Move to Grant an Exception to Municipal Code 6-2-9 (K) to Allow the Existing, Over-Sized, Temporary Sign Located at 304 West Portal Rd. to Remain in Place until June, 2024**

Or

- 1. I Move to Deny the request.**







Kristen Manguso  
Director of Community Development

Demolition / Accessory Structure (Demolition) Permit  
Permit Set 304 W PORTAL RD P# GL-D-2023-0001 R# 119306122005

PERMIT INFORMATION

Address	Permit number	Date issued
304 W PORTAL RD	GL-D-2023-0001	2023-12-04

REVIEWED BY

If you have any questions regarding the review of these drawings please contact:

Application acceptance	Ready to Issue Review	Zoning review
Vicki Ellis vellis@co.grand.co.us	Vicki Ellis vellis@co.grand.co.us	Kim White planner@toglco.com

EXPIRATION POLICY

Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 240 days. Before such work can be commenced, a new permit shall be obtained. The fee for a re-issued new permit shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and further provided that such suspension or abandonment has not exceeded one year. Changes in plans and specifications shall require an additional permit fee and plan review fee as described in Section 108. Any nullified permit where the suspension or abandonment has exceeded one year will require the permittee to pay a new permit fee plus plan review fee.

Any persons holding an unexpired and valid permit may apply for an extension of time to commence work, return to work, or complete work under that permit by submitting a written request describing good and satisfactory reasons for such extension. This request must be received prior to the date on which the original permit expires or becomes null and void. An extended permit is valid for 18 months from the date of the extension, does not require compliance with codes adopted since the original permit was issued, and does not require payment of new fees. No permit shall be extended more than twice.

When a permit has expired or been nullified and a new edition of the building code has been adopted during the time between when the original permit was issued and a new permit is issued, the approved plans shall be reviewed and required to be brought into compliance with the current code. The permittee shall pay a new plan review fee based on the current projected valuation.



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Demolition / Accessory Structure (Demolition) Permit  
Permit Set 304 W PORTAL RD P# GL-D-2023-0001 R# 119306122005

LOCATION OF WORK

---

Address                      Zoning                      Legal description  
304 W PORTAL RD Commercial GRAND LAKE Lot: 14 - 16 Block: 35 PART OF LOT 14-16 S OF ROADGRAND LAKE Lot: 9 - 10 Block: 28 AND A\*

PERMIT INFORMATION

---

Permit number	Date applied	Date issued
GL-D-2023-0001	2023-11-27	2023-12-04
Status		
Issued		
Issuer	Completion date	
Vicki Ellis	-	
Reviewed by		
Vicki Ellis, Kim White		

GRANTED TO

---

Applicant  
Community Church of the Rockies  
Wes House  
304 West Portal Rd.  
Grand Lake, CO 80447

DEMOLITION OF POLE OPEN ANIMAL STRUCTURE

---

In consideration of the issuance of this permit, the undersigned hereby agrees to comply with all such laws and regulations related to the zoning, location, construction and erection of the proposed structure for which this permit is granted, and further agrees that if the above said regulations are not fully complied with in the zoning, location, erection, and construction of the above described structure, the permit may then be revoked with notice from the Grand County Building Official and THEN AND THERE IT SHALL BECOME NULL AND VOID. <https://www.co.grand.co.us/1133/Regulations-Forms>

**THIS DOCUMENT MUST BE ON SITE AND ACCESSIBLE FOR THE BUILDING INSPECTOR. THE PROPERTY ADDRESS MUST BE POSTED PLAINLY VISIBLE FROM THE STREET.**





## REQUIRED INSPECTIONS

Name	Description
Final	Completion of all permitted work.

## INSTRUCTIONS

THE PERMIT HOLDER AND/OR PROPERTY OWNER IS RESPONSIBLE FOR ENSURING THAT ALL REQUIRED/APPLICABLE INSPECTIONS ARE SCHEDULED AND THAT THE PERMIT IS COMPLETE

WHAT INFORMATION MUST BE PROVIDED AT THE TIME OF INSPECTION?

- THE PERMIT
- THE APPROVED SET OF PLANS THAT HAVE BEEN INCLUDED WITH YOUR PERMIT PACKAGE
- ANY TEST RECORDS OR RELEVANT DOCUMENTATION
- SAFE ACCESS TO THE SITE AND THE AREAS WHERE INSPECTION ARE TO BE PERFORMED.

## DEMOLITION APPROVAL NOTICE

This approval notice is granted subject to Colorado Air Quality Control Commission Regulation No. 8, Part B, adopted December 21, 2007, and effective January 30, 2008 and the Colorado Air Pollution Prevention and Control Act C.R.S. (25-7-101 and 25-7-501 et seq). This notice signifies that the structure was inspected for asbestos, luminous exit signs (containing radioactive material), and Ozone-Depleting Refrigerants and the demolition contractor has properly notified the Colorado Department of Public Health and Environment pursuant to Regulation No. 8, Part B.

As a contractor, you may be subject to other demolition licenses and permits, depending on the requirements of the county and municipality in which the work is being performed. The Colorado Department of Public Health and Environment, Air Pollution Control Division, strongly suggests that you check with county and municipal authorities in order to determine any other local building/permitting requirements that must be met.

**Please note that certain asbestos-containing materials (ACM) may remain in the structure during demolition. Therefore, any demolition debris left behind after the completion of post-demolition site cleanup may constitute a "reason to know of asbestos-contaminated soil" at the site, subject to the requirements of Section 5.5 of the Solid Waste Regulations (6 CCR 1007-2, Part 1).**

**THE ORIGINAL APPROVAL NOTICE MUST BE POSTED ON SITE AT ALL TIMES.**

*Immediately notify the Asbestos/IAQ Unit of project modifications by fax (number above) or e-mail (address above) and the appropriate county health department by fax. Project modifications include changes in the scope of work or the scheduled work dates, etc.*

This demolition approval notice is valid beginning 12/4/2023.

The actual scheduled work dates are from 12/4/2023 through 12/18/2023.

Approval issued on: 11/20/2023

Record number: 195608

**Notice Number: 23GR7626D**

For the location specified below:

**Pole Animal Shelter**

**304 W Portal Rd**

**Grand Lake**

**Grand County**

Fee Paid: \$60.00

Check number: 219303096

Asbestos Building Inspector:

**Marcus Dudoit**

Cerification No.: 27033

Inspection Date: 10/07/2023

This notice has been issued to:

**Wes House**

**1447 County Rd 491 Box 629**

**Grand Lake, CO 80447**

Issued by: CA





Colorado Department  
of Public Health  
and Environment

# DEMOLITION NOTIFICATION APPLICATION FORM

APPLICATION FEE MUST ACCOMPANY THIS FORM  
INCOMPLETE APPLICATIONS WILL BE RETURNED

(Notice will be mailed to the demolition contractor unless specified otherwise)

Fee: \$50 + \$5 per 1000 ft<sup>2</sup> of area to be demolished = \$ 60.00  
(See instruction #1 on reverse side)

Submit to Permit Center  
Section 6, Item B.  
Colorado Dept. of Public Health and Environment  
APCD-IE-B1  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530  
Phone: 303-692-3100  
Fax: 303-782-0278  
Asbestos@state.co.us

<b>Demolition Contractor</b>	Company Name: <b>Wes House</b>		Building Name: <b>Pole Animal Shelter</b>		
	Street: <b>1447 County Rd 491 Box 629</b>		Square footage of footprint of facility or portion of facility to be demolished <b>1,200</b>		
	City: <b>Grand Lake</b>	State: <b>CO</b>	Zip Code: <b>80447</b>	Street: <b>304 W. Portal Rd.</b>	
	Telephone # <b>(970) 531-1913</b>	Fax # <b>( )</b>	City: <b>Grand Lake</b>		Zip Code: <b>80447</b>
Project Manager: <b>Wes House</b>		Cell Phone # <b>(970) 531-1913</b>	Proposed Start Date <b>12/4/23</b>		Proposed Completion Date <b>12/18/23</b>
I certify that the Certified Asbestos Building Inspector has informed me about any remaining asbestos-containing materials in the facility to be demolished.					
Signature: <i>[Signature]</i>		Print Name: <b>Wes House</b>			
Landfill Receiving Building Debris: <b>Eagle County Landfill (Wolcott, CO)</b>					
<b>Asbestos Removal Contractor</b>	General Abatement Contractor (GAC)				
	CDPHE Asbestos Permit #	Total Quantity of Asbestos Removed			
	Date Removal Completed	Telephone #			
	Type(s) of Asbestos-Containing Material Removed:				
<b>Building Owner</b>	Owner's Name: <b>Community Church of the Rockies</b>				
	Street: <b>301 Marina Dr. Box 2047</b>				
	City: <b>Grand Lake</b>	State: <b>CO</b>	Zip Code: <b>80447</b>		
	Contact's Name: <b>Wes House</b>		Telephone # <b>(970) 531-1913</b>		
<b>Certified Asbestos Inspector Certification</b>	With my signature below, I certify that I possess current AHERA accreditation and state of Colorado certification as an Asbestos Building Inspector. I also certify that I have thoroughly inspected the facility to be demolished, as listed in the Demolition Site block above, sampled all suspect materials, had all samples analyzed for the presence of asbestos by a NVLAP-accredited laboratory, and have determined that no Regulated ACM exists anywhere in the facility.* I also certify that I have informed the owner/operator of the facility or the demolition contractor that any asbestos-containing material allowed to stay in the facility must remain non-friable during demolition. Specify type(s) of ACM remaining, below: (check appropriate box(es)):				
	<input type="checkbox"/> Vinyl asbestos floor tile (VAT) <input type="checkbox"/> VAT mastic <input type="checkbox"/> Tar/asphalt impregnated roofing <input type="checkbox"/> Asphaltic pipe coatings <input type="checkbox"/> Spray-applied tar coatings <input type="checkbox"/> Caulking <input type="checkbox"/> Glazing <input type="checkbox"/> Other, specify:				
	Signature: (In Blue Ink) <i>Marcus C. Dudoit</i>		Printed Name: <b>Marcus C. Dudoit</b>		
	Date of Final Inspection <b>10/7/23</b>	CO Cert # <b>27033</b>	Expiration Date <b>8/19/24</b>	Telephone # <b>(970) 819-9273</b>	Cell Phone # <b>(970) 819-2579</b>
<b>Building Owner or Contractor</b>	I verify that all refrigerants from air conditioning/refrigeration appliances have been properly recovered in accordance with AQCC Regulation No. 15 (for information on CFC requirements call 692-3100). I further verify that all luminous exit signs (containing radioactive material) have been disposed of in accordance with 6 CCR 1007-1 subpart 3.6.4.3 (for information on luminous exit sign requirements call 303-692-3320).				
	CHECK THE APPROPRIATE BOX:				
	<input type="checkbox"/> Building Owner	<input type="checkbox"/> Contractor	<input checked="" type="checkbox"/> Other	Date: <b>11-15-23</b>	
Signature: <i>[Signature]</i>		Print Name: <b>Wes House</b>			

THIS BOX IS FOR CDPHE USE ONLY:

Postmark or Hand Delivery <input type="checkbox"/> <b>RECEIVED</b> By Cody Archuleta at 4:46 pm, Nov 17, 2023	Approved <input checked="" type="checkbox"/> <b>APPROVED</b> By Cody Archuleta at 4:46 pm, Nov 17, 2023	Code: <input checked="" type="checkbox"/> initial-310 <input type="checkbox"/> transfer-380
Form of Payment & #: <b>219303096 / \$60</b>	Permit #: <b>23GR7626D</b>	Record # <b>195608</b> Date Issued: <b>11/20/2023</b>

\* Regulated asbestos-containing materials means (a) friable asbestos-containing material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder during demolition or renovation operations regulated by this regulation. abated/removed prior to demolition.

**APPROVED**  
By Cody Archuleta at 4:46 pm, Nov 17, 2023



**Who is applying/responsible for the permit application:**

Please select one:  
 Property Owner  Contractor

**Contact Information**

Name: Grand Horizon (Travis Busse)	Phone Number: (970)531-1474	Email travisbusse@hotmail.com
---------------------------------------	--------------------------------	----------------------------------

**Mailing Address**


Street/P.O. Box P.O. Box 359	City Grand Lake	State CO	ZIP 80447
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**Grand County Registered Contractor**

Are you currently registered with Grand County?  
 Yes  No

Name of General Contractor: Travis Busse	Grand County Contractor Registration Number: CR23-0349
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By signing, you are confirming your company currently holds, and will maintain throughout the life of this permit, a policy which includes single occurrence liability insurance coverage of at least \$1,000,000.00. And that you agree to comply with the code requirement and all other applicable laws and regulation regarding workers compensation. If you remove yourself as the contractor for this job you agree to immediately notify the Grand County Building Department of the change

 Signed by **Wes House** December 2, 2023 at 11:14:44 AM MST



# Demolition Permit

Grand County Department of Community Development  
(970) 725-3255  
building@co.grand.co.us

Section 6, Item B.

Application Information	
Have you had your project inspected by a Colorado-Certified asbestos building inspector and obtained a demolition permit from the State of Colorado  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of State permit approval 2023-11-17
Please upload your State permit approval in the main workspace upload area.	
Structure to be Demolished <input type="checkbox"/> Single-Family Dwelling <input type="checkbox"/> Multi-Family Dwelling <input checked="" type="checkbox"/> Accessory Structure <input type="checkbox"/> Other	
If there is more than one structure on the property, please describe which structure is to be demolished Pole Animal Shelter	
Utilities to be Disconnected - (Select all that apply) <input type="checkbox"/> Electrical Service <input type="checkbox"/> Natural Gas Service <input type="checkbox"/> Propane Gas Service <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input checked="" type="checkbox"/> None	



# Town of Grand Lake

## Planning Department

• P.O. Box 99 • 1026 Park Avenue • Grand Lake, CO 80447

• Phone: 970-627-3435 • Fax: 970-627-9290

[gplanning@townofgrandlake.com](mailto:gplanning@townofgrandlake.com) • [www.townofgrandlake.com](http://www.townofgrandlake.com)

### ZONING VARIANCE REQUEST APPLICATION

**PROPERTY LOCATION:**  
 Street Address: 304 W. Portal Rd  
 Legal Description: Lot 14-16 Block 35 Subdivision Grand Lake

**PROPERTY OWNER INFORMATION:**  
 Name: Community Church of the Rockies Email: wrtrailboss@upho.com  
 Mailing Address: PO Box 2017 Phone: 970 531 1913  
 City: Grand Lake State: CO Zip: 80447 Fax: ---

**APPLICANT INFORMATION:** Is the Applicant the Property Owner?  YES  NO Elder of Church  
 Name: Wes House Email: \_\_\_\_\_  
 Mailing Address: PO Box 2017 Phone: 970 531 1913  
 City: Grand Lake State: CO Zip: 80447 Fax: ---

**CONTACT INFORMATION:** Is the Contact Person the Applicant?  YES  NO  
 Contact Person (if not Applicant): same Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

**VARIANCE REQUEST (Brief Description):** 4x8 banner - long term  
not just 7 days!

**REQUIRED INFORMATION CHECKLIST:**

- Site Plan (showing dimensions to existing and proposed features, locations of specific activities, proposed and existing signage, parking, ingress and egress points, traffic circulation, utilities, drainage features, and property lines)
- Explanation of Hardship (See Municipal Code for review criteria)
- Statement of Authority (If applicable. Required for representatives of entities and property owners.)
- Property Survey
- Agreement for Services Form
- Application Deposit (See Fee and Deposit schedule for amount)
- Additional Information (If applicable. Staff may require other helpful information for review.)

*Permanent sign will be constructed in summer '24*

**AFFIDAVIT:**  
 BY MY SIGNATURE, I attest that the information contained or attached to this application is true and correct to the best of my knowledge. I further understand that submission of false or misleading information shall be sufficient cause for the Special Use Permit to be revoked immediately without notice or hearing.  
 Print Name: Wes House  
 Signature: Walter Reynolds for West House Date: 12-4-23

**STAFF USE ONLY**  
 Application Received By: \_\_\_\_\_ Date & Time: \_\_\_\_\_  
 File Name: \_\_\_\_\_ Deposit:  YES  NO Amount: \$ \_\_\_\_\_  
 Agreement for Services Form Signed?  YES  NO

TOWN OF GRAND LAKE SIGN APPLICATION

Section 6, Item B.

(One Sign per Application)

It is the policy of the Town to encourage aesthetically pleasing signs without substantial interference with the business to which signs are related.

BUILDING OWNER Community Church of the Rockies TELEPHONE NUMBER 970.531.1913
MAILING ADDRESS OF OWNER PO Box 2047
EMAIL WRTRAMBOSS@YANCOO.COM
NAME OF BUSINESS Community Church of the Rockies TELEPHONE NUMBER 970.531.1913
PHYSICAL ADDRESS 304 W Portal Road
MAILING ADDRESS PO Box 2047, GRAND LAKE
CONTRACTOR NAME WBS House TELEPHONE NUMBER 970.531.1913

Location of Sign (show on map): Address 304 W PORTAL RD
Lot 14-16 Block 35 Subdivision GRAND LAKE

Sign Description:

Type: Business Institutional Club/Recreational Off-Site Monument
Temporary Sign/Banner X Site Informational Project

Mounting Method: Wall Projecting Free-standing X Cut-out Letters
Graphic Projecting Over Town ROW Backlit

Lighting: None X Backlit Downward Shielded (attach lighting detail)

Size: Height 4' Width 8' Total Area 32' Sides: Single X Double
Height from Ground Overhead Clearance

Valuation of sign and support structure \$60

Total number of signs for this business (proposed and existing): 1

Items to Submit:

X Two (2) copies of detailed drawings drawn to scale containing complete plans and specifications to show methods of construction and anchoring to building or ground, letter/figure dimension, colors, materials and proposed type of illumination characteristics.

X A site plan (map) which must indicate all signs existing or proposed for the site with dimensions, colors, materials, type of illumination characteristics for each sign, building elevations with sign depicted in their respective locations (image of sign on/near building).

H/A Property owner's permission for off-site signs and graphic signs (attach a signed letter from the owner).

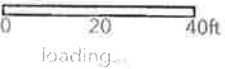
X Appropriate fee.

I HEREBY acknowledge that the above information is correct to the best of my knowledge and agree to comply with the Sign Code Regulations of Section 6, Article 2 of the Grand Lake Zoning Regulations.

APPLICANT'S SIGNATURE WBS House DATE 11-26-23

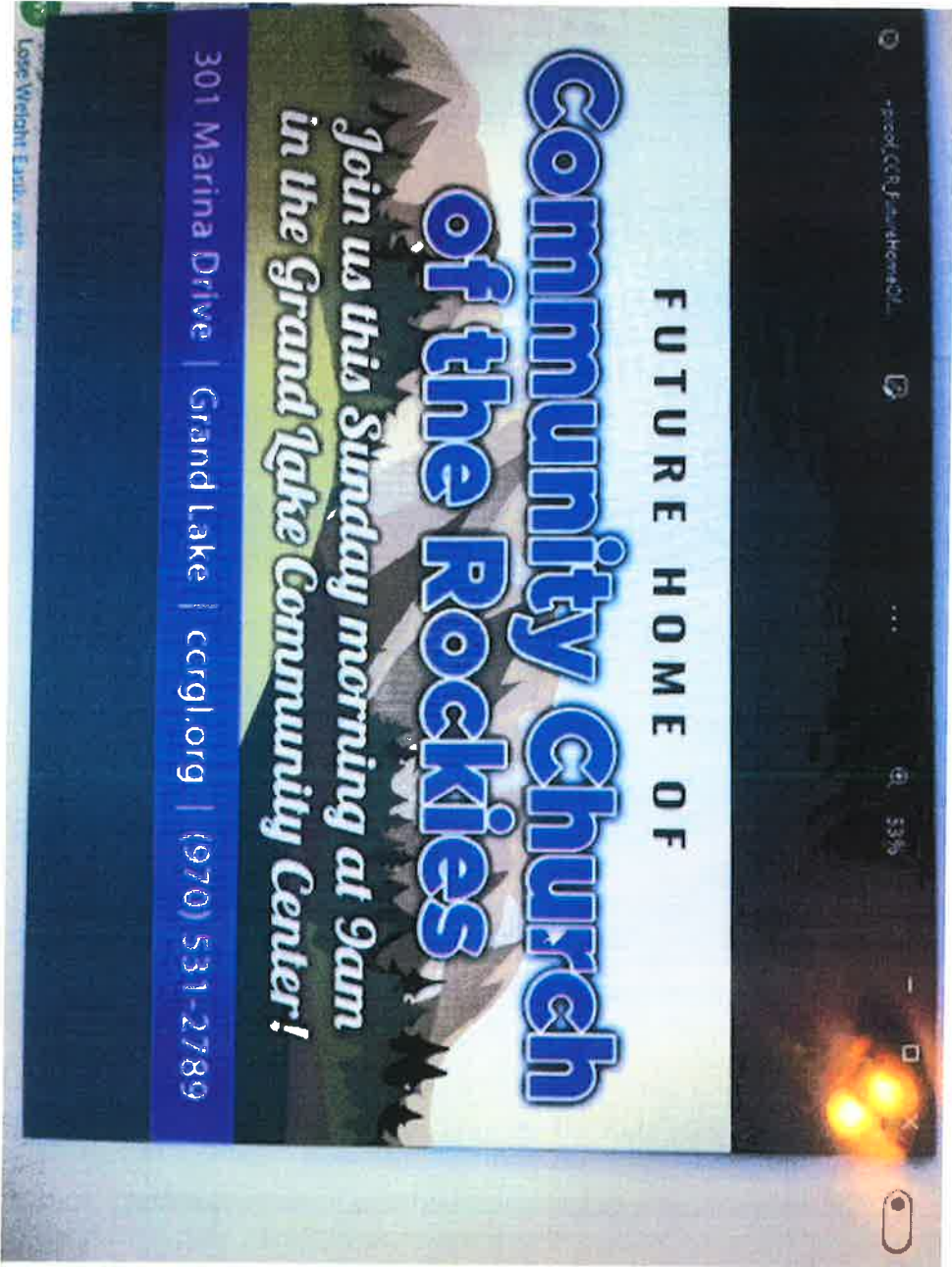
Office Use: Permit Fee \$25.00 Paid
Area of this sign sq. ft. Area of all signs for this business sq. ft.
Sign Zone

Approved by Date
Town of Grand Lake





448-VINY1



448-VINYL





Date: February 7<sup>th</sup>, 2024  
To: Chairman Shockey and Commissioners  
From: Kim White, Planning Department

RE: Motion to Recommend the Board of Trustees Amend the Town Code 12-7-3 Regarding Definitions for Accent Materials

**Purpose**

The definition for exterior accent material can leave room for interpretation, this resolution is to clarify any confusion that may exist.

**Background**

There is some confusion with the accent material definition in section 12-7-3 of the Town of Grand Lake Municipal Code. The item was discussed at the May 20<sup>th</sup>, 2020 planning commission meeting and voted on at the June 17<sup>th</sup>, 2020 meeting to recommend that the Board adopt the definitions for accent material to not exceed 30% of the exterior walls of a building, not including the roof. However, after definition of the term was adopted by the Board with ordinance 04-2020 on June 22, 2020, it was concluded that the definition could leave open to interpretation that 1 entire wall of a 4 sided building could be considered accent, and that was not the intent. In order to clarify the intent, of which is that only 1/3 of each side of a building can have accent material, an amendment to the code is hereby being proposed.

**Municipal Code**

**12-7-3 of the Municipal Code of the Town of Grand Lake of the existing code reads:**

*Accent Exterior Material — Classification of building material that may be used in limited capacity at no more than thirty percent (30%) of the total exterior walls of the building, not including the roof.*

**Recommended change to existing definition to read (underlined verbiage indicates proposed amended language):**

*Accent Exterior Material — Classification of building material that may be used in limited capacity at no more than thirty percent (30%) of the total of each exterior wall of the building, not including the roof or windowpanes. Any individual exterior elevation can contain up to 30% of an accent material. By way of example and not limitation, a building may not be constructed of three walls of approved material with a fourth wall consisting solely of Accent Exterior Material.*

**Suggested Commission Motion:**

- Motion to Recommend that the Board of Trustees approve attached draft Resolution
- OR
- Motion to Recommend that the Board of Trustees approve attached draft Resolution with the following changes \_\_\_\_\_
- OR
- Motion to Deny Recommendation

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
ORDINANCE NO. xx-2024**

**AN ORDINANCE AMENDING TOWN CODE SECTION 12-7-3 CLAIRIFYING THE  
DEFINITION OF ACCENT EXTERIOR MATERIAL**

**WHEREAS**, the Board of Trustees of the Town of Grand Lake, Colorado, pursuant to Colorado statute and the provisions of the Grand Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Grand Lake, Colorado (“the Town”); and

**WHEREAS**, the Town of Grand Lake Municipal Code Title 12, Article 7 was adopted to stimulate creative design solutions for individual properties while promoting and preserving a sense of cohesiveness among the entire Town of Grand Lake; and

**WHEREAS**, the Town Code Municipal Code Title 12, Article 7, Section 3 provides definitions of certain terms in order to facilitate understanding of subsequent sections of the Town Code; and

**WHEREAS**, the definition found in Section 12-7-3 for “Accent Exterior Material” allows for some confusion under certain circumstances as to its requirements and what is permitted; and

**WHEREAS**, the Planning Commission and the Town Board of Trustees (the “Board”) desire to refine and clarify the definition of Accent Exterior Material to ensure the section is enforced uniformly and in line with the intent of the Board; and

**WHEREAS**, the Planning Commission reviewed this ordinance at its regular meeting on February 7, 2024 recommends revising Section 12-7-3 of the Grand Lake Municipal Code; and

**WHEREAS**, the Board of Trustees agrees with the Planning Commission’s recommendation; and

**WHEREAS**, the Board of Trustees of the Town of Grand Lake has determined that clear definitions of terms will increase the efficacy of the Town Code; and

**WHEREAS**, the Board of Trustees of the Town of Grand Lake has determined that certain terms in the Town Code lack clear definitions and, therefore, are difficult to apply when making land-use decisions.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE  
TOWN OF GRAND LAKE, COLORADO, THAT:**

1. The definition for Accent Exterior Material found in Section 12-7-3 of the Municipal Code of the Town of Grand Lake is hereby amended by removing the ~~striketrough language~~ and adding the **bold underlined language** to read in its entirety as follows:

***Accent Exterior Material*** — Classification of building material that may be used in limited capacity at no more than thirty percent (30%) of the total **of each** exterior wall of the building, not including the roof **or windowpanes**. **Any individual exterior elevation can contain up to 30% of an accent material. By way of example and not limitation, a building may not be constructed of three walls of approved material with a fourth wall consisting solely of Accent Exterior Material.**

2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part hereof irrespective of the fact that any one part or parts are declared unconstitutional or otherwise invalid.

3. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance. Except as specifically amended by this ordinance, all other provisions of the Grand Lake Town Code shall remain in full force and effect.

**INTRODUCED, APPROVED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 12TH DAY OF FEBRUARY 2024.**

Votes Approving: \_\_\_\_\_  
Votes Opposed: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstained: \_\_\_\_\_

**ATTEST:**

**BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO**

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

By: \_\_\_\_\_  
Stephan Kudron  
Mayor