



# Grand Lake Planning Commission 1-5-22

Wednesday, January 05, 2022 at 6:30 AM

**Online meeting \* GoTo Meeting platform Only\***

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

## AGENDA

1. Call to Order
2. Roll Call
3. Consideration to approve Meeting Minutes
  - November 3<sup>rd</sup>, 2021    pg2
4. Consideration to approve Meeting Minutes
  - December 15<sup>th</sup>, 2021    pg6
5. 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.*
6. Conflicts of Interest
7. Items of Business
  - A. LOT CONSOLIDATION OF LOTS 9-14, BLOCK 26, TOWN OF GRAND LAKE, MORE COMMONLY REFERRED TO AS 505 AND 517 GRAND AVENUE    pg9
8. Items for Discussion
9. Future Agenda Items
10. Adjourn Meeting

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Access Code: 855-969-333

MINUTES  
 PLANNING COMMISSION  
 REGULAR MEETING  
 November 3rd, 2021  
 6:30 P.M.

- CALL TO ORDER:** Chairman James Shockey called the November 3rd, 2021, Planning Commission meeting at 6:34 p.m. at Town Hall to order.
- ROLL CALL PRESENT:** Chairman James Shockey, Vice Chair Heather MacSlarrow attended virtually via GoTo meeting; Commissioners: Judy Burke, John Murray, Ernie Bjorkman, and Town Planner Kimberly White.
- ABSENT:** Heather Bishop- unexcused
- APPROVAL OF MINUTES** Commissioner Murray asked for the following to be added to the minutes from October 6th, 2021 "...to delay zoning designation for 12 months for input from Modus Bishop." See addition in red in the recorded minutes. Commissioner Bjorkman motioned to approve the minutes with the suggested change. Commissioner Murray seconded the motion. The motion was approved. 5:0.
- UNSCHEDULED CITIZEN PARTICIPATION:** Chairman James Shockey asked if there were any unscheduled public comments.  
No Public Comment
- CONFLICTS OF INTEREST:** Chairman James Shockey asked if any of the commissioners had a conflict of interest, or the appearance thereof. None of the Commissioners had a conflict.
- ITEMS OF BUSINESS:** **MAJOR LAND USE DEVELOPMENT AT 505 GRAND AVENUE; SKETCH PLAN.** Planner White presented the item of Business. She explained that the Town received a Major Land Use application for a Sketch plan and the Town received all the required information from the applicant. Planner White stated that the applicant will be presenting two choices for the development and would like feedback from the Planning Commission. The applicant has submitted all necessary items required by the code. Applicant Jim Kreutzer, spoke about the project. Mr. Kreutzer said that the two options for the site was building what is allowed per code or including affordable housing which requires some variances. He showed multiple posters during the meeting that reflect his project layout and explained the plans. Mr. Kreutzer showed images of multiple commercial buildings on main street that are non-conforming because they do not have adequate parking, nor do they have open space. Mr. Kreutzer stated that he should have use by right for the project and not subdivision process. He explained that for his other projects in Town (Hub project and Park Avenue Loft Project) he was permitted for these projects as use by right and that is what he started doing for 505 Grand Avenue. He

was asked by the Town to complete a major land use development since there are more than 4 units being created with shared maintenance of property. Mr. Kreutzer said that he has given the required open space and will not be giving 7% open space and school impact fees on a town platted lot. He said that if the planning commission can prove that every building permit on a commercial lot has paid an impact fee, then he will.

Chairman Shockey said that anytime a property goes into a subdivision project, including the Hub and Park Ave. condo projects where a new residential unit is created requires a fee in lieu of, for open space requirement and school impact fee. He went on to explain that a lot that didn't have any residential use, once built on, creates an impact. (example-if the Hub has 36 new units, there are now 36 units that could use the school or park and this is offset by the in lieu of fee or land dedication)

Mr. Kreutzer explained his first option for the project. He stated that the commercial unit that exists in the current pool building, he would turn into commercial units, and then in the adjacent open space to the east, he would request a special permit to allow for food trucks. He would prefer to have affordable housing, because the Town has so many vacant commercial buildings all over Town. Mr. Kreutzer stated that his boardwalk is stamped concrete to match the downtown area and has some covered boardwalk. He stated that he moved the electric pole to underground for Veterans memorial park (triangle park). He said that the streetlights will match the lights on Park and Grand Ave.

Mr. Kreutzer showed images of the second option for the project. He stated that the first floor of the "pool" building and the first floor of the "old hotel" will be turned into workforce/affordable housing. This would require two variances (allow residential in the first 50' of the commercial; and he doesn't have parking spaces for the residents). Regardless of the project layout, the second story of the buildings will be residential, which is allowed by the Town. Mr. Kreutzer suggested that 1 or 2 units in the "old hotel" could be ADA units.

Mr. Kreutzer spoke about his previous attempts at building affordable housing in the Town. He stated that in 2017, He, Cindi Cunningham, Bonnie Severson, DiAnn Butler and others worked to get affordable housing on the "carwash" lots in which he had over \$100k in donations to the architecture, engineers at no charge. Again in 2019, he attempted to convert the lower units on the Park Ave. loft to low-income housing. It failed at planning commission. A third attempt to offer inclusionary housing at the "Hub" failed due to inability to get the documentation from the Town ready in time. Mr. Kreutzer handed out the "2018 Housing Plan for the Study Areas of Granby, Grand Lake, Kremmling, and Hot Sulphur Springs" plan that was created in September 2018. He went over the 37-page document. He highlighted that the plan stated 100 to 150% of AMI for housing, but the Town code states 110%. 100% AMI at 60,800 The plan suggests a goal of 30 units in Grand Lake by 2024 at or below 150% AMI. He said that Grand Lake area has not built a single affordable unit.

He stated that the proposed units would be 1 family, 2 incomes with a rent for about \$1500-\$1700/mo. He used \$62,500 for AMI which he found online. He said that clear concise housing guidelines are needed to be

develop and operate workforce housing. He said that in the past he has built affordable units, had buyers lined up and the Government authority didn't have the paperwork completed to ensure all the deed restrictions were in place, so as long as the Town is able to get all the paperwork in place, he believes this project will move forward. Mr. Kreutzer pointed out that the plan discussed how the municipalities can offer density bonuses, fee waivers, removal of regulatory barriers, parking reductions, building in commercial and mixed-use zones, and these are the type of things he is requesting. He stated that he is housing 18 workers, and he has trouble collecting rent, so he is asking that there is some guarantee from the Town that rents will be collected. Planner White asked if the units would be for sale or rent. Mr. Kreutzer said that that would be worked out and that is a conversation that we need to discuss at a later date. Planner White spoke about the LERP document that was created by the Town and applications, about re-renting the units, how to justify living in the unit, cap on the cost of the building resale if it is done.

Mr. Kreutzer stated that he is asking for the planning commission to make a recommendation on which plan to move forward with building. Chairman Shockey let the commissioners know that PC will be recommending land use, but not pricing and contracts with the affordable housing.

Planner White stated that parking allowance is calculated at  $0.85 \times \text{linear footage of the buildings fronting on Grand Avenue}$ . So, this project will be granted 26 parking spaces. She pointed out that there are about 35 spaces available on the street in front of the property. Mr. Kreutzer is asking for 6 required parking spaces (or their fees) to be waived if he builds the 6 affordable housing units. Chairman Shockey pointed out that there are restrictions in the winter for parking overnight, due to plowing activities, and it may be possible to make exceptions to park overnight on Hancock.

Mr. Kreutzer went over the estimated costs: He read that the town code requires 33% of gross income approximate income a 60 to 5 times 110%, which is what the max is here in the in the report, it says you can go up to 150% is \$68,750 would be the gross income you can use to qualify somebody, 33% of that is 22,687. On a \$330k purchase price, which you can go up to about 335 and still meet this guideline, would be 5% down at a current. Mr. Kruetzer checked with two mortgage brokers and the rate is 3%. So, with a FICO score of 680 or above, the PI principal and interest payment would be \$1840, private mortgage insurance would be \$225, hazard insurance, which is the drywall in, is \$25/month? Total \$1877 estimated monthly mortgage.

He said that the Town or a group could borrow \$x million to purchase units and get CHAFA loans with 40-year terms to rent out the units, but unfortunately, CHAFA will not extend such an offer to developers. Mr. Kreutzer said he preferred to sell the units, and not personally rent them because it is difficult to collect rent. He stated that he would like to have a timeline to sell the units to the general public if they don't sell in 6 or 9 months. He said that the affordable units at River Run were allowed to sell after a certain amount of time. Mr. Kreutzer stated that all units would have nice features, limited carpet, using hardwood and tile, granite kitchen counters, washer/dryers, 1bed/1 bath, around 600sf, for about \$330,000.

Chairman Shockey stated that the open space requirement is sometimes reduced to allow for more housing, and asked Mr. Kreutzer if he would be interested in building bigger units. Mr. Kreutzer said he would like that, but doesn't see himself doing it at this point in his life.

There was a discussion that the 7% open space fee should go to maintenance of the parks. Mr. Kreutzer said that he was going to come before the Board and request fees to be waived for water taps, parking, parks, etc. The commissioners agreed that they prefer the affordable housing plan for the units on this project.

Commissioners Bjorkman moved to recommend sketch 2 with the affordable housing, under the condition that variances are approved. Commissioner Burke seconded the motion. MacSlarrow via GoTo meeting, Murray, and Chairman Shockey voted yes. The motion passed 5:0

ITEMS OF DISCUSSION: NA

FUTURE ITEMS: Commissioner Burke stated that she was part of the Lands Committee and wanted to ask the planning commission to request from the Board to allow the consultant Mundus Bishop to meet with the Land Committee.

ADJOURNMENT: Commissioner Murray moved to adjourn, seconded by Commissioner Bjorkman. All Commissioners voted aye, and the meeting was adjourned at 8:20 p.m.

\_\_\_\_\_  
James Shockey, Chairman

ATTEST:

\_\_\_\_\_  
Jenn Thompson, Town Clerk



## Grand Lake Planning Commission

Wednesday, December 15, 2021 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*

### Minutes

Call to Order at 6:49pm

#### Roll Call

##### PRESENT

Commissioner Heather Bishop  
Vice Chairman Heather MacSllarrow  
Commissioner John Murray  
Commissioner Judy Burke

##### ABSENT

Chairman James Shockey- Stuck at a Work Meeting  
Commissioner Ernie Bjorkman - Out of Town

**Motion to excuse made by Commissioner Murray, Seconded by Commissioner Bishop.**

**Voting Yea: Commissioner Bishop, Vice Chairman MacSllarrow, Commissioner Murray, Commissioner Burke**

**Motion Passed 4:0**

Consideration to approve Meeting Minutes for November 3rd, 2021

**Minutes were not attached to the packet. They will be voted on at the next meeting.**

Consideration to approve Meeting Minutes for November 17th, 2021

**Motion to approve Minutes from Nov. 17th, 2021 made by Commissioner Murray, Seconded by Commissioner Burke.**

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

**Voting Abstaining: Vice Chairman MacSllarrow**

**Motion Passed 3:0 (1 Abstain)**

#### 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.*

**No Public Input**

#### Conflicts of Interest

Voting Nay: Commissioner Bishop, Vice Chairman MacSllarrow, Commissioner Murray, Commissioner Burke

#### Items of Business

##### **A. Major Land Use Development at 505 Grand Avenue; Final Development Plan**

Planner White presented the topic as written up in the posted packet. The final development plan does not require a hearing, but instead a meeting from the Planning Commission and a recommendation to the BoT.

Planner White recapped the previous meetings, sketch plan, preliminary development plan hearing, variance hearings, and BoT meetings.

Planner White pointed out that a few items were still outstanding from the applicant, but that should be received prior to being discussed at the January 10<sup>th</sup>, 2022 Board of Trustees hearing. These items are:

12-9-2 Major Land Use Development Review Procedures and Submittal Requirements 12-9-2(E)(2)

(h) Master Declarations for each Local Employee Residence; which are provided in the Local Employee Residency guidelines that the applicant needs to review and include in the HOA declarations.

(i) Draft Improvements Agreement; all basic items have already been taken care of, such as sewer, roads, boardwalk, etc. All the agreement would cover is the landscaping, and the applicant has shown on all previous projects that landscaping will be done in a tasteful, responsible way, that the Town is not requiring the agreement for only the landscaping.

The applicant must review and provide Master Declarations for each Local Employee Residence and deed restrictions can be completed prior to BoT.

The Planning Commission role in the final development plan is spelled out in Municipal Code: 12-9-2 Major Land Use Development Review Procedures and Submittal Requirements 12-9-2(E)(4). In general, it states that the application hasn't changed over 10% since the previous meeting. The application has not been changed.

As far as the inclusionary zoning requirement, the planning commission is responsible to:

- Ensure the proposed development includes Inclusionary Zoning and a Local Employee Residency Plan
- Determine the number of IZ units to be built in the development
- Determine the size and type of IZ units to be built
- Determine the location of the IZ units in the development
- Determine the start and completion time frame for building each IZ unit
- Provide recommendations to the Board of Trustees for the IZ requirements

Planner White also reviewed an MOU that was drafted, but not completed, from the Ridge at Elk Creek as an example of what has been attempted in the past. Discussing the price per square foot, and the deed restriction requirement and the allowance of a market-priced sale after 6 months on the market as inclusionary housing.

Motion made by Commissioner Murray, Seconded by Commissioner Bishop. Motion reads as:

*The Planning Commission recommends approval of the final development application with the following conditions:*

- a. Prior to the issuance of additional building permits within the development the Applicant will record, with the County, a deed restriction for attainable housing on the parcel, prior to obtaining any building permit, thus restricting the units for sale to Local Employee Residency and not sold at market rate, unless otherwise approved by the Board.*
- b. Master declarations for each Local Employee Residence must be submitted for review.*
- c. Lots 9-14 must be consolidated prior to issuance of additional building permits.*
- d. No lots or units may be sold and no certificate of occupancy will be issued for any lot or unit until the property has been consolidated and subdivided.*

**Voting Yea: Commissioner Bishop, Vice Chairman MacSarrow, Commissioner Murray, Commissioner Burke**

**Motion Passed 4:0**

Items for Discussion

None

Future Agenda Items

Commissioner Burke would like a future discussion about attainable housing restrictions on pricing and selling of the inclusionary zoning units. Commissioner Bishop would like to see a discussion on the sizing of the homes.

Commissioner Murray asked about the Steering Committee for the Municipal Lands Master Plan. Planner White gave an update stating the applications were due December 15th, by midnight and that the applicants were being chosen based on geographic location in Town and diversity.

Adjourn Meeting at 7:57pm

Motion made by Commissioner Murray, Seconded by Commissioner Bishop.

**Voting Yea: Commissioner Bishop, Vice Chairman MacSarrow, Commissioner Murray, Commissioner Burke**

**Motion passed 4:0**

Date: January 5<sup>th</sup>, 2022  
 To: Chairman Shockey and the Planning Commission

From: Kimberly White, Town Planner

Re: Resolution 01-2022; A RESOLUTION RECOMMENDING APPROVAL OF A LOT CONSOLIDATION OF LOTS 9-14, BLOCK 26, TOWN OF GRAND LAKE, MORE COMMONLY REFERRED TO AS 505 AND 517 GRAND AVENUE

### **Background**

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)

### **Analysis**

The owner of the property has submitted all the required documentation listed above and the property complies with all of the requirements for lot consolidation. The lot consolidation will dissolve the interior lot lines.

**Commission Action**

The Commission has several options to consider including:

1. Grant the request by adopting the resolution as presented.
2. Grant the request with certain conditions by adopting the resolution with other conditions; or
3. Not grant the request.

Suggested Motions for non-conforming request:

1. **I move to adopt Resolution 01-2022, A Resolution Recommending Approval of A Lot Consolidation Of Lots 9-14, Block 26, Town Of Grand Lake, More Commonly Referred To As 505 And 517 Grand Avenue, as presented.**

**Or**

2. **I move to adopt Resolution 01-2022, A Resolution Recommending Approval of A Lot Consolidation Of Lots 9-14, Block 26, Town Of Grand Lake, More Commonly Referred To As 505 And 517 Grand Avenue, with the Following Modifications \_\_\_\_\_.**

**Or**

3. **I Move To Deny The Request As Presented.**

**TOWN OF GRAND LAKE  
PLANNING COMMISSION  
RESOLUTION NO. 01 – 2022**

**A RESOLUTION RECOMMENDING APPROVAL OF A LOT CONSOLIDATION OF  
LOTS 9-14, BLOCK 26, TOWN OF GRAND LAKE, MORE COMMONLY REFERRED  
TO AS 505 AND 517 GRAND AVENUE**

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

Town of Grand Lake Subdivision Lots 9, 10, 11, 12, 13, and 14, Block 26, Grand Lake, Colorado

Also known as: 505 Grand Avenue and 517 Grand Avenue, 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 January 5<sup>th</sup>, 2022; 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 5th DAY OF JANUARY 2022.**

( S E A L )

Votes Approving:	0
Votes Opposed:	0
Absent:	0
Abstained:	0

ATTEST:

TOWN OF GRAND LAKE

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James Shockey  
Planning Commission Chairman



## 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
- Email: [glplanning@townofgrandlake.com](mailto:glplanning@townofgrandlake.com) • Website: [townofgrandlake.com](http://townofgrandlake.com)

### LAND USE REVIEW APPLICATION FORM

APPLICATION DEADLINE IS NOON, 21 DAYS PRIOR TO THE NEXT REGULARLY SCHEDULED MEETING

#### PROPERTY

- Street Address (or general location if not addressed): 505 Grand Avenue
- Legal Description: Lot 9-14 Block 26 Subdivision Grand Lake
- Lot Area (in square feet or acres): 5,000 sq. ft. / 1.149 acres
- Existing Use of Property: Commercial

**TYPE OF REVIEW** (circle one): • Rezoning • Subdivision • Minor Subdivision • Annexation • Planned Development • Conditional Use • Vacation – Public right-of-way • Amendments to approved Subdivision or PD • Other (explain below)

#### PROPOSAL

Description of Proposal (include proposed use and summarize number and size of units/buildings/lots, as applicable):

To consolidate lots 9-14, Block 26 by removing all interior lot lines upon recording the Final Plat Map for the Portal Crossing Subdivision.

- Name of Development: Portal Crossing
- Name of Applicant: PK LLC Grand Summit LLC Email: glservices11@yahoo.com
- Address: P.O. Box 11 Phone: 720-546-7390
- City: Grand Lake State: CO Zip: 80447 Fax: N/A
- Contact Person (if not applicant): Jim Krueber Email: glservices11@yahoo.com
- Address: P.O. Box 11 Phone: 720-546-7390
- City: Grand Lake State: CO Zip: 80447 Fax: \_\_\_\_\_

#### STAFF USE ONLY

Application Received By: \_\_\_\_\_ Date / Time: \_\_\_\_\_  
 File Name: \_\_\_\_\_  
 Fee Paid: \_\_\_\_\_ Amount: \_\_\_\_\_ Reimbursement Form Signed: \_\_\_\_\_

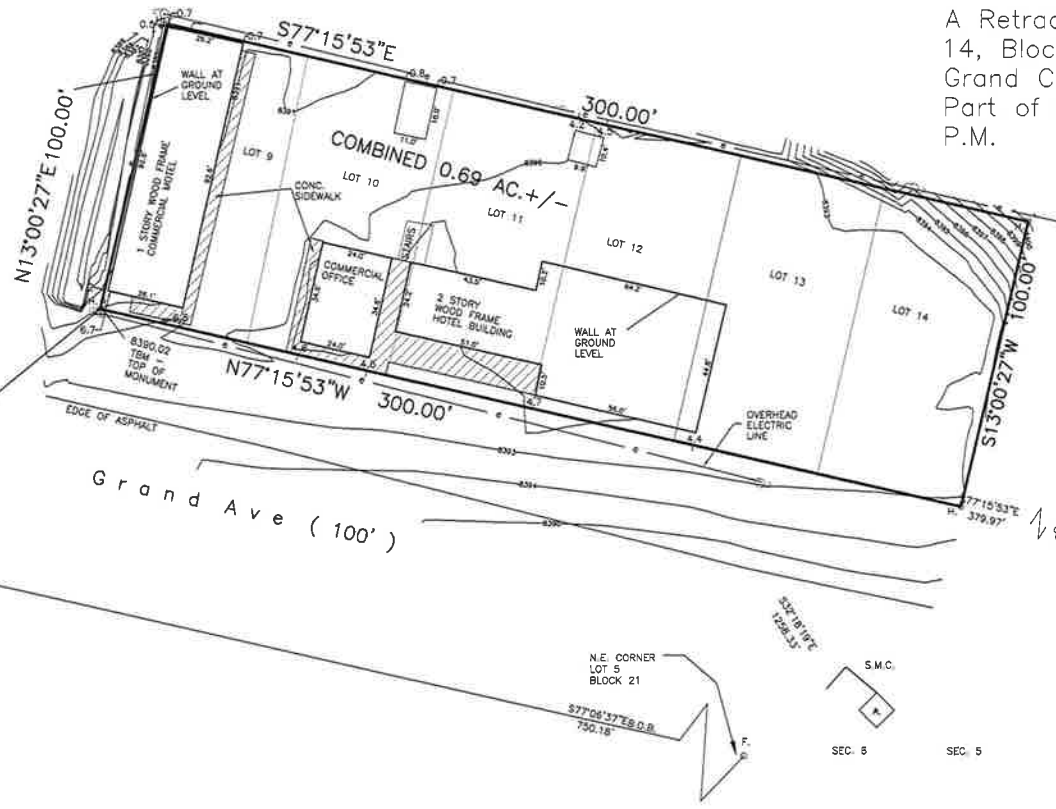


GRAPHIC SCALE - FEET  
 BASIS OF BEARINGS: S77°06'37"E, along the south right of way boundary of Grand Avenue, monumented as shown, derived with GPS/RTK.

KEY:

- A. - EXTANT PLSS CORNER NOTED, FOUND 1950 ELM BRASS CAP.
- B. - FOUND AXLE
- C. - FOUND PLASTIC CAPPED, 1/2" REBAR STAMPED PLS 25971.
- D. - FOUND PLASTIC CAPPED, 1/2" REBAR STAMPED PLS 26698.
- F. - FOUND 1/2" REBAR
- G. - FOUND BRASS TAG IN CONCRETE, STAMPED PLS 25971.
- H. - SET ALUMINUM CAPPED, 1/2" REBAR STAMPED PLS 25971.

CONTOUR INTERVAL: 1'  
 DATUM: NAVD29 - THE SURFACE OF GRAND LAKE IS THE ELEVATION OF 8367.0'



# TOPOGRAPHIC SURVEY

## 505 Grand Avenue

## 517 Grand Avenue

A Retracement Survey of Lots 9 - 14, Block 26, Town of Grand Lake, Grand County, Colorado  
 Part of Sec. 6 T3N R76W of the 6th P.M.

NOTICE:

1. For title, reference to a title insurance policy is recommended.
2. Buried utilities are not located or shown.
3. Wetlands are not addressed.
4. This document is certified as one, complete document. Any alteration, addition, change, or edit of any part of this document, as-is or after being transferred to other parties, supercedes and invalidates all previous information and certifications.
5. The client did not require recorded easements, if any, to be shown.
6. Subject to applicable building setbacks and zoning restrictions duly enacted and added after the recording of this subdivision.
7. A property corner is defined when the first surveyor, acting in good faith, sets a monument. A property line is defined as the line where property rights change. Neither moves once they are established.

This land survey plat shows the result of a field survey done by me or under my responsible charge, based on facts known to me, complies with applicable statutes set forth by Title 38, Articles 50 and 51, C.R.S., and is not a warranty or guarantee, either expressed or implied.

w/w  
 surveyor



Azimuth Survey Company  
 P.O. Box 655 Fraser, Colorado 80442  
 1800-725-2734 p970-531-1120

TOPOGRAPHIC SURVEY  
 505 Grand Avenue

A Retracement Survey of Lots 9 - 12, Block 26, Town of Grand Lake, Grand County, Colorado  
 Part of Sec. 6 T3N R76W of the 6th P.M.

DATE: 12-03-19  
 SCALE: 1" = 20' USPT BY: ww JOB: A14-32

Narrative for Lot Consolidation  
of Lots 9-14, Block 26, Town of Grand Lake,  
County of Grand, Colorado

This consolidation is to remove the interior lot lines of lots 9-14, Block 26, Town of Grand Lake.

The consolidation is to combine all the lots for the recordation of a Final Plat for a Major Subdivision process of the lots. This lot consolidation will be recorded per the Final Plat of the "Portal Crossing" subdivision.

It will include all structures currently on the site (Phase #1- Condominium building, Phase #2-Motel Building, Phase #3-Pool Building,, and Phase #4-4 Townhome lots).

The Project contains 6-50x100 lots for a total of .69 acres.

Included in this consolidation is a "Final Plat Map" delineating the size, type, and location of the structures.

The "Lot Consolidation Map" will be the "Final Plat Map" which vacates all interior lot lines.

Portal Crossing Project  
505 – 517 Grand Avenue  
Grand Lake, Colorado 80447

Consists of Lots 9, 10, 11, 12, 13, 14 (all 50' x 100')

Block 26

Town of Grand Lake

County of Grand

State of Colorado

30,000 total square feet

.69 acre

## List of surrounding neighbors

BLAIR, AMY M & C & J PROPERTIES, LLC	70 CLERMONT ST 16947 W 63RD DR	DENVER, CO, 80220 ARVADA, CO, 80403
CANON, ROBERT B	826 N 12TH ST	ROCHELLE, IL, 61068
GRACEY DILLON & GRAND LAKE, TOWN OF	899 OLD WAGON TRAIL CIR PO BOX 6	LAFAYETTE, CO, 80026 GRAND LAKE, CO, 80447
GRAND SUNSET, LLC	PO BOX 11	GRAND LAKE, CO, 80447
HAINES, ROBERT L & MARGARET	2650 NEWLAND ST	WHEAT RIDGE, CO, 80214
KG MCCOY ENTERPRISES, LLC	PO BOX 1151	GRAND LAKE, CO, 80447
KISH, JUDY DENISE	PO BOX 1524	GRAND LAKE, CO, 80447
KUPFER, BRAD A & DEBRA L	16705 SINGLETREE CT	MORRISION, CO, 80465
LUTON, GARY LYNN & SUSAN MATHEWS	PO BOX 1552	GRAND LAKE, CO, 80447
MOUNTAIN MONGRELS, LLC	PO BOX 1611	GRAND LAKE, CO, 80447
PETERSON, KELLY A	PO BOX 2266	GRAND LAKE, CO, 80447
PLK, LLC	PO BOX 11	GRAND LAKE, CO, 80447
RAVENWOOD TOWNHOMES HOMEOWNERS ASSOC	PO BOX 2190	GRAND LAKE, CO, 80447
REYNOLDS, BRIAN S & GRETCHEN R	747 COUNTY ROAD 4480	GRAND LAKE, CO, 80447
SKIBA, DAVID J & MICHELLE M	423 WHITE ASH DR	GOLDEN, CO, 80403
WARREN, LOY F III & DARLENE M	8665 E 29TH PL	DENVER, CO, 80238
WINDLER, CARL A & LAURA R	8206 LAKEVIEW DR	PARKER, CO, 80134

State Documentary Fee  
Date:  
\$0.00  
No Doc Fee Required

**Quit Claim Deed**

(Pursuant to C.R.S. 38-30-113(1)(d))

Grantor(s), **PLK LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **PO BOX 11**, City or Town of **GRAND LAKE**, County of **GRAND** and State of **COLORADO, 80447**, for the consideration of **\*\*\* Ten Dollars and Other Good and Valuable Consideration \*\*\*** dollars, in hand paid, hereby sell(s) and quitclaim(s) to **GRAND SUNSET LLC A COLORADO LIMITED LIABILITY COMPANY** as Entity whose street address is **PO BOX 11**, City or Town of **GRAND LAKE**, County of **GRAND** and State of **COLORADO**, the following real property in the County of **Grand** and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447**

with all its appurtenances.

Signed this day of .

**PLK LLC A COLORADO LIMITED LIABILITY COMPANY**

\_\_\_\_\_  
**PATRICIA L KREUTZER AS MEMBER**

State of **COLORADO** )  
 )ss  
County of **GRAND** )

The foregoing instrument was acknowledged before me on this day of \_\_\_\_\_ by  
**PATRICIA L KREUTZER AS MEMBER OF PLK LLC, A COLORADO LIMITED LIABILITY COMPANY**

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_



When recorded return to: **GRAND SUNSET LLC**  
**PO BOX 11, GRAND LAKE, CO 80447**





## Written instructions for preparation of deed

1. We, the undersigned Grantor(s) and Grantee(s), hereby instruct LAND TITLE GUARANTEE COMPANY (the "Company") to prepare the deed in the form attached hereto.
2. We agree to hold the Company harmless from any liability, damages, or expenses arising out of the preparation of the deed.
3. We agree and acknowledge that the Company:
  - a. Has recommended that we consult with legal counsel regarding the deed;
  - b. Has not advised or instructed the undersigned parties regarding the creation, legal effect or adequacy of the deed;
  - c. Has recommended that we the undersigned parties review their existing title policies and consult with their title insurer, or legal counsel, regarding the effect, if any, of the subject conveyance on existing coverage.
4. We have approved the form of deed.
5. We confirm that it is our intention to convey the property located at **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447** with the legal description as follows:

**PARCEL A: LOTS 9, 10, 11 AND 12, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO**  
**PARCEL B: LOTS 13 AND 14, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO**

to the Grantee(s)

6. The Grantees instruct the Company to vest title under the deed as:

**Joint Tenancy**

**Tenants in Common**

*(SEE ATTACHED "SIGNATURE PAGE")*

**Signature Page**

Executed on ;

**Grantor(s):**

**Grantee(s):**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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Print Name

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Signature

\_\_\_\_\_  
Signature

**Exhibit A****PARCEL A:**

**LOTS 11 AND 12, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO**

**PARCEL B:**

**LOTS 13 AND 14, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO**

NOTES:

1. APPLICANT: Grand Sunset LLC  
P.O. Box 11 Grand Lake CO 80447
  2. For title, reference is hereby made to Land Title Guarantee Company, NO. ABS60012314.
  3. All interior property lines common to Lots 9-14 are vacated by this plat.
  4. Per this plat, a blanket easement upon, across, above, over, under and through the subject property is granted to Mountain Parks Electric, Inc. for the purpose of ingress to and egress from, and the installation, repair, replacement, operation and maintenance of an electric distribution system, including electric lines and all associated facilities.
- All Townhome buildings within this subdivision shall have electric meters on one unit (gang metering) and have a perpetual, non-exclusive utility easement for the purpose of constructing and operating the electric supply for distribution. All wires and other facilities such as conduit, switches and meter boxes but not individual meters, installed on the above described lands shall be the property of Portal Crossing. All meters shall be the property of Mountain Parks Electric, Inc.

With respect to the electric utility easement granted hereby, no structure shall be allowed closer than ten feet (10') from any primary voltage power lines or within ten feet (10') around any above ground equipment. No other utility line (whether gas, water, sewer or other utility) shall be allowed closer than five feet (5') from any primary voltage power lines or within five feet (5') around any above ground equipment. Notwithstanding the foregoing, underground communication facilities shall not be allowed closer than one foot (1') to any power lines and above ground communication facilities shall not be closer than two feet (2') to any above ground electric facilities. No grade changes (fill or cut) in excess of six inches (6") are permitted within ten feet (10') of any primary electric line or within five feet (5') of any other facility, including secondary electric lines, without prior written authorization from Mountain Parks Electric, Inc.

KEY:

- A. - EXTANT PLSS CORNER NOTED. FOUND 1950 BUREAU OF LAND MANAGEMENT BRASS CAP.
  - B. - FOUND 1/2" REBAR
  - C. - FOUND PLASTIC CAPPED, 5/8" REBAR STAMPED PLS 26698.
  - D. - FOUND ALUMINUM CAPPED, 1/2" REBAR SCRIBED Is 25971.
  - G. - FOUND PLASTIC CAPPED, 1/2" REBAR SCRIBED Is 25971.
  - e - OVERHEAD ELECTRIC LINE.
  - w - APPROXIMATE WATERLINE
  - s - APPROXIMATE SEWERLINE
  - b.o.b. = basis of bearings along the line between monuments shown.
- GPS = GLOBAL POSITIONING SYSTEM, INCLUDING RUSSIAN GLONASS AND EUROPEAN GALILEO.  
RTK = REAL-TIME KINEMATIC.
- BEARINGS: A "bearing" (NW/SE, NE/SW) is a mathematical value, with identical reciprocal values. Bearings do not "go" in any direction.



# FINAL PLAT

## 505 Grand Avenue Portal Crossing

A replat of Lots 9 - 14, Block 26, Town  
of Grand Lake, Grand County, Colorado

Part of Sec. 6 T3N R75W of the 6th P.M.

DEDICATION:

Know all men by these presents:

That Grand Sunset, LLC, a Colorado Limited Liability Company, is the owner of that real property in the Town of Grand Lake, Colorado, described as follows:

Lots 9, 10, 11, 12, 13 & 14, Block 26.

That they have caused said real property to be laid out and surveyed as Portal Crossing and does hereby cause said property to become one single Lot and does hereby cause said property indicated as Open Space to be owned by the Portal Crossing Owners Association.

In witness whereof, Grand Sunset, LLC, a Colorado Limited Liability Company, has caused its name to be hereunto subscribed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: Patricia L. Kreutzer  
For: Grand Sunset, LLC, a Colorado Limited Liability Company

State of Colorado )  
County of Grand ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Patricia L. Kreutzer as authorized representative of Grand Sunset, LLC, a Colorado Limited Liability Company.

My Commission Expires:

Notary Public

LIENHOLDER'S CERTIFICATE:

BY:  
For: Joseph D. Freund Irrevocable Trust

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as authorized representative of Joseph D. Freund Irrevocable Trust.

My Commission Expires:

Notary Public

BOARD OF TRUSTEES CERTIFICATE

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Grand Lake Board of Trustees.

Mayor

Attest:  
Town Clerk

I, w ward, a Land Surveyor, do hereby certify that this plat of Portal Crossing shows the result of a field survey done by me or under my responsible charge, based on facts known to me, complies with applicable statutes set forth in Article 38 Title 51 of the Colorado Revised Statutes and the Subdivision Regulations of the Town of Grand Lake, and the monuments required by 38-51, and the Town of Grand Lake have been placed on the ground.

w ward - surveyor

By:  
For: Indicate Capital Fund 1, LLC  
A Delaware Limited Liability Company

LIENHOLDERS CERTIFICATE:

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ for Indicate Capital Fund 1, LLC, a Delaware Limited Liability Company.

My Commission Expires:

Notary Public

By:  
For: Grand Corner, LLC  
A Colorado Limited Liability Company

LIENHOLDERS CERTIFICATE:

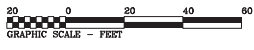
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ for Grand Corner, LLC, a Colorado Limited Liability Company.

My Commission Expires:

Notary Public

<b>Azimuth Survey Company</b> P.O. Box 653 Fraser, Colorado 80442 f800-725-2734 p970-531-1120
<b>FINAL PLAT</b> Portal Crossing <b>505 Grand Avenue</b> A Replat of Lots 9 - 14, Block 26, Town of Grand Lake, Grand County, Colorado Part of Sec. 6 T3N R75W of the 6th P.M. SHEET 1 OF 3
DATE: 10-14-21, 11-08-21, 12-01-21 SCALE: 1 IN = 20 USFT BY: ww JOB: A14-32



CONTOUR INTERVAL: 1'  
DATUM: NAVD29 - THE SURFACE OF GRAND LAKE IS THE ELEVATION OF 8367.0'

# FINAL PLAT

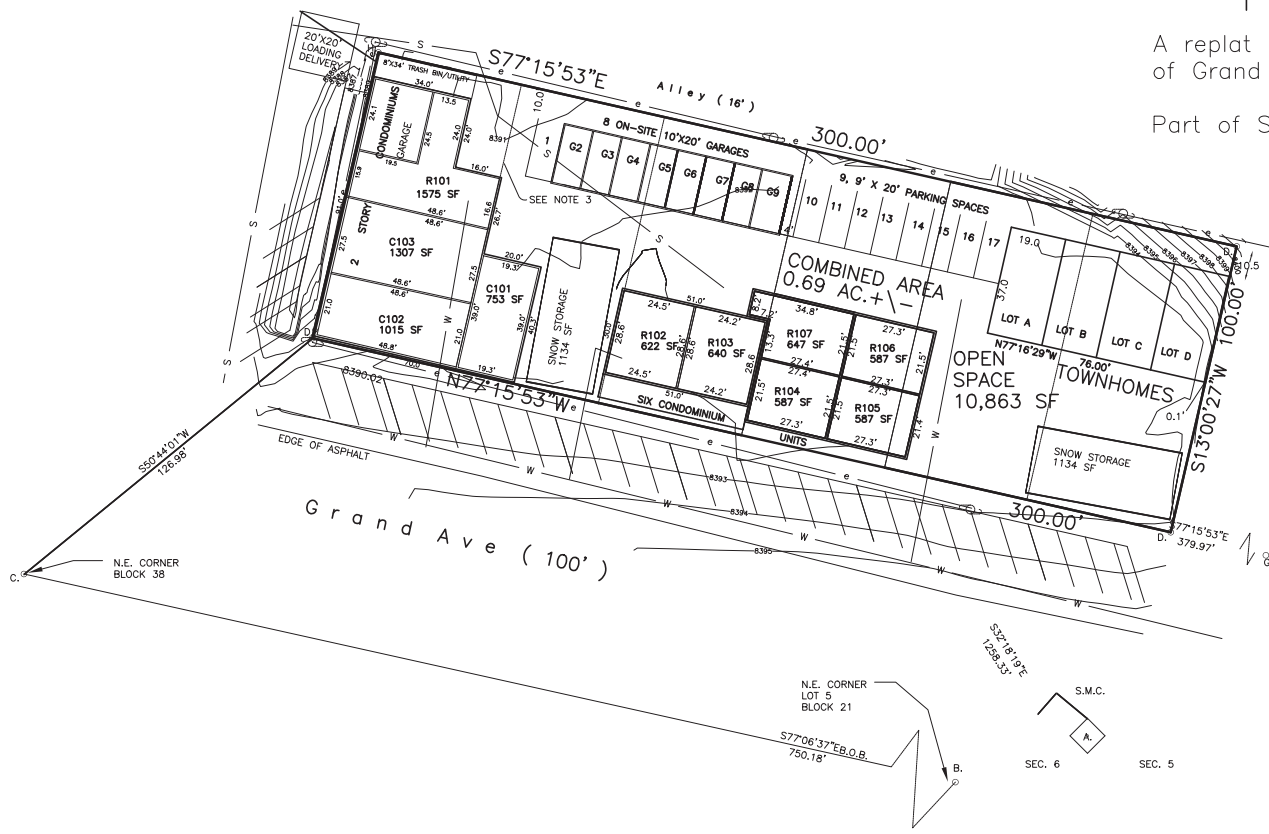
## 505 Grand Avenue

### Portal Crossing

A replat of Lots 9 - 14, Block 26, Town of Grand Lake, Grand County, Colorado

Part of Sec. 6 T3N R75W of the 6th P.M.

MAIN FLOOR  
SHEET 2 OF 3



N.E. CORNER BLOCK 38

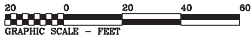
N.E. CORNER LOT 5 BLOCK 21

SEC. 6 SEC. 5

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

FINAL PLAT  
Portal Crossing  
505 Grand Avenue  
A Replat of Lots 9 - 14, Block 26, Town of Grand Lake, Grand County, Colorado  
Part of Sec. 6 T3N R75W of the 6th P.M.

SHEET 2 OF 3  
DATE: 08-23-21, 10-14-21, 11-08-21, 12-01-21  
SCALE: 1 IN = 20 USF 6F: ww JOB: A14-32



# FINAL PLAT

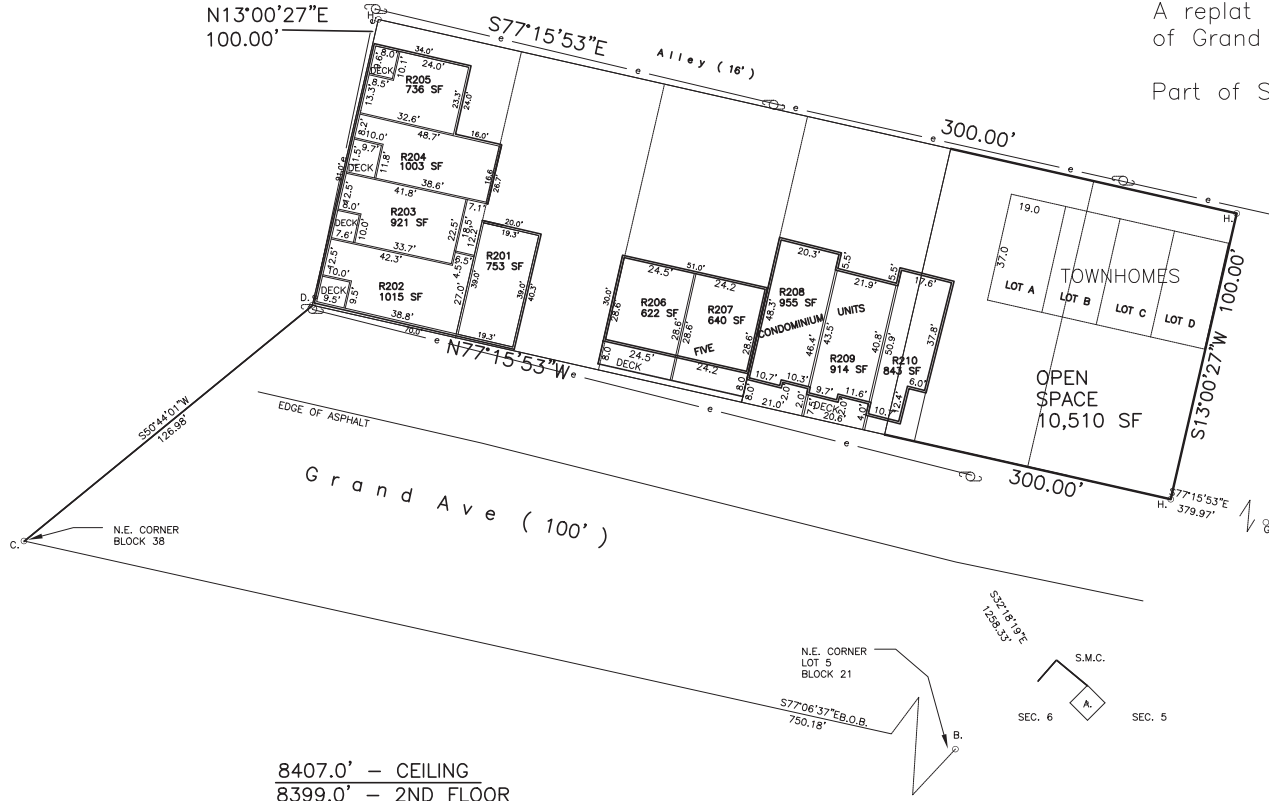
## 505 Grand Avenue

### Portal Crossing

A replat of Lots 9 – 14, Block 26, Town of Grand Lake, Grand County, Colorado

Part of Sec. 6 T3N R75W of the 6th P.M.

SECOND FLOOR  
SHEET 3 OF 3



8407.0' – CEILING  
8399.0' – 2ND FLOOR  
8391.0' – FLOOR  
 ELEVATION VIEW

8409.8 – CEILING  
8401.8 – 2NDFL  
8392.7 – FLOOR  
 ELEVATION VIEW

/Azimuth Survey Company P.O. Box 653 Fraser, Colorado 80442 f800-725-2734 p970-531-1120
<b>FINAL PLAT</b> Portal Crossing <b>505 Grand Avenue</b> A Replat of Lots 9 – 14, Block 26, Town of Grand Lake, Grand County, Colorado Part of Sec. 6 T3N R75W of the 6th P.M. SHEET 3 OF 3 DATE: 08-23-21, 10-14-21, 11-08-21, 12-01-21 SCALE: 1 IN = 20 USFT BY: ww JOB: A14-32



**Land Title Guarantee Company  
Customer Distribution**



**PREVENT FRAUD** - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **F60015487**

Date: **12/30/2021**

Property Address: **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447**

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

**For Closing Assistance**

Connie Crego  
5975 GREENWOOD PLAZA BLVD  
SUITE 100  
GREENWOOD VILLAGE, CO 80111  
(303) 331-6270 (Work)  
(303) 393-4903 (Work Fax)  
[ccrego@ltgc.com](mailto:ccrego@ltgc.com)  
Company License: CO44565

**Closers Assistant**

Kirk Cunningham  
5975 GREENWOOD PLAZA BLVD  
SUITE 100  
GREENWOOD VILLAGE, CO 80111  
(720) 200-1323 (Work)  
(303) 393-3888 (Work Fax)  
[kcunningham@ltgc.com](mailto:kcunningham@ltgc.com)  
Company License: CO44565

**For Title Assistance**

Land Title Builder Team  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
(303) 850-4134 (Work)  
(303) 850-4188 (Work Fax)  
[builder@ltgc.com](mailto:builder@ltgc.com)

**Builder**

PLK LLC  
Attention: JIM KREUTZER  
PO BOX 286  
GRAND LAKE, CO 80447  
(720) 546-7390 (Work)  
[glservicesllc@yahoo.com](mailto:glservicesllc@yahoo.com)  
Delivered via: Electronic Mail



**Land Title Guarantee Company  
Estimate of Title Fees**

Order Number: **F60015487** Date: 12/30/2021  
 Property Address: **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447**  
 Parties: **A BUYER TO BE DETERMINED**  
**PLK LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO LOTS 11, 12, 13 AND 14,  
 BLOCK 26 AND GRAND SUNSET LLC, A COLORADO LIMITED LIABILITY COMPANY  
 AS TO LOTS 9 AND 10, BLOCK 26**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$226.00
	<b>Total \$226.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

Grand county recorded 07/21/2021 under reception no. 2021008142

Grand county recorded 09/01/2020 under reception no. 2020007657

Grand county recorded 07/15/2020 under reception no. 2020005580

Grand county recorded 03/19/2020 under reception no. 2020002228

Grand county recorded 09/23/2019 under reception no. 2019007613

Grand county recorded 06/27/2019 under reception no. 2019004711

Grand county recorded 06/27/2019 under reception no. 2019004710

Grand county recorded 03/04/1999 under reception no. 99001945

Grand county recorded 12/07/1993 under reception no. 93012517

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: F60015487

**Property Address:**

TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447

**1. Effective Date:**

12/17/2021 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

PLK LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO LOTS 11, 12, 13 AND 14, BLOCK 26 AND GRAND SUNSET LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO LOTS 9 AND 10, BLOCK 26

**5. The Land referred to in this Commitment is described as follows:**

PARCEL A:

LOTS 9, 10, 11 AND 12, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

PARCEL B:

LOTS 13 AND 14, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

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**AMERICAN  
 LAND TITLE  
 ASSOCIATION**



**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number: F60015487**

**This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.**

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, 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 and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES, IF ANY.**
- 9. RESERVATIONS, EXCEPTIONS AND RIGHTS OF WAY AS CONTAINED IN U.S. PATENT RECORDED JUNE 13, 1903 IN BOOK 19 AT PAGE 446**
- 10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CABLE TELEVISION BULK BILLING AGREEMENT RECORDED JULY 29, 1997 UNDER RECEPTION NO. 97006172.**
- 11. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN AGREEMENT RECORDED SEPTEMBER 08, 1999, UNDER RECEPTION NO. 99009518.**
- 12. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, ENCROACHMENTS, RESERVATIONS AND NOTES ON THE TOPOGRAPHIC SURVEY RECORDED APRIL 02, 2020 UNDER RECEPTION NO. 2332.**



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

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

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



## Commitment For Title Insurance

### Issued by Old Republic National Title Insurance Company

#### NOTICE

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

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

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

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### COMMITMENT CONDITIONS

##### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; and
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

##### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

##### 5. LIMITATIONS OF LIABILITY

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

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

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

#### 9. ARBITRATION

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

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880

*CBRants*

Craig B. Rants, Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By *C Monroe* President

Attest *David Wald* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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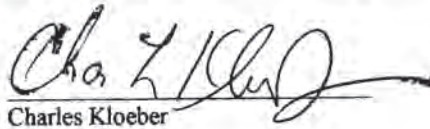
August 03, 1999

To: Town of Grand Lake  
P. O. Box 6  
Grand Lake, Colorado 80447

From: Charles Kloeber  
P. O. Box 1266  
Granby, Colorado 80446

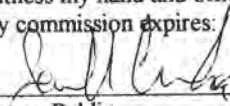
RE: Lots 11, 12, &13  
Block 26,  
Town of Grand Lake

The current owners of the above referenced property are proposing building plans for one structure to be built upon several lots. The building will be located on the lines dividing lots 11, 12 and 13. Since this does not meet the minimum required setback per the zoning regulations of the Town of Grand Lake, these three lots are to be considered as one building site. The Town does not require vacation of the lot lines nor has a procedure for same. We are in agreement with the Town of Grand Lake that these three lots are to forever remain one building site; 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.

  
Charles Kloeber

STATE OF COLORADO)  
  )ss.  
COUNTY OF GRAND )

The foregoing instrument was acknowledged before me this 4th day of August, 1999, by Charles Kloeber.

Witness my hand and official seal.  
My commission expires: 07/24/2001  
  
\_\_\_\_\_  
Notary Public





**CABLE TELEVISION BULK BILLING AGREEMENT  
(HOTEL - OWNER INSTALLED)**

THIS AGREEMENT is entered into as of February 1, 1997 by and between Heritage Cablevision of Colorado, Inc., a Colorado corporation ("Operator"), and Charles Kloeber d/b/a Sunset Motel, as sole proprietor ("Owner").

**RECITALS**

A. Owner owns and operates the motel known as Sunset Motel, whose address is 504 Grand Ave., Grand Lake, CO in the Community containing 15 rooms, plus any units added or constructed in the future, the legal description of which is attached hereto as Exhibit A (the "Premises").

B. Operator operates a cable television system (the "System") in Grand Lake, Colorado (the "Community") pursuant to a franchise agreement or permit within the Community (the "Franchise").

C. Owner desires to obtain and Operator desires to provide the cable television and other services set forth in Exhibit B (the "Service") to the Premises.

**AGREEMENT**

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

**1. Term.** This Agreement shall be for an initial term of 3 years and shall be automatically renewed for successive 2 year terms, unless sooner terminated as provided in Section 8.

**2. Installation, Ownership and Maintenance of System.**

**(a) Installation.** Owner has installed or will install a master antenna television ("MATV") system in the Premises which is suitable for the distribution of cable television service. At no charge to Owner, Operator will extend its coaxial cable from its street easements across Owner's property and to a point where it will interface with the existing MATV system.

**(b) Ownership and Maintenance.** The MATV system will be owned and maintained by Owner. Owner warrants that it will maintain the MATV system such that the Service may be distributed throughout the Premises in accordance with industry standards and Federal Communications Commission regulations, as well as Operator's specifications. If Owner fails to maintain the MATV system in accordance with the preceding sentence, Operator may, at its option, (i) discontinue the Service and terminate this Agreement or (ii) repair or rebuild the MATV system as required and charge Owner for all materials (at cost) and labor (at standard hourly rate) expended. For this purpose, Owner hereby grants and conveys to Operator and its successors and assigns an irrevocable, unrestricted easement in gross on, over, under, within and through the Premises as is necessary to install, maintain, repair and replace the MATV system. Such easement shall run with the land until the end of the term of this Agreement. Such grant shall include a right of reasonable access within the Premises to repair, maintain, relocate or replace Owner's equipment.

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### 3. Service.

(a) **Service Provided.** The Service provided by Operator to Owner will initially be as indicated in Exhibit B hereto; provided, however, that all channels deleted from the cable television service provided to other subscribers in the Community shall be deleted from the Service provided to Owner and may be replaced by channels selected by Operator. The Service is subject to change. Operator may from time to time rearrange, delete from or otherwise offer different cable television or broadcast programming on the Service.

(b) **Premium Services.** Owner shall deliver the premium services indicated in Exhibit B to guest rooms only, and such premium services shall not be shown in bars, lounges, hallways, lobbies or other common areas of the Premises. Owner shall not permit any advertisement, program delay, interruption, editing, insertion, deletions or any alteration in the premium services feed delivered to Owner by Operator. Owner shall not authorize and shall take reasonable steps to prevent copying or videotaping of premium services by anyone on the Premises. Owner shall not charge guests staying at the Premises any fee for premium services. All advertising and promotional materials describing the availability of premium services to guests staying at the Premises shall contain the phrase "free to guests," and Operator shall have the right to review and approve all such advertising and promotional materials concerning premium services used by Owner.

(c) **Advertising and Promotion.** At its option, Operator may provide to Owner on-site advertising and promotional materials, including but not limited to (i) posters for use in the lobby and other common rooms of the Premises, (ii) premium services, program guides and customized holders for placement on all television sets in guest rooms and (iii) a channel line-up for each guest room. Owner agrees to allow such material to be displayed in the public areas of the Premises, and to cooperate by providing assistance in placement by its employees.

### 4. Rates and Other Costs.

(a) **Service.** Owner shall pay to Operator a charge of \$13.49 per month per guest room, for the Service, in accordance with the billing procedures set forth in Section 4(b). Applicable taxes and fees shall be added to such charge. The rates payable by Owner hereunder shall be payable whether or not such guest room or other unit is occupied. ***Operator shall be entitled to increase the Monthly Service Charge upon 30 days' notice to Owner not more than once per twelve months during the Initial Term and any Renewal Term. In no event shall a rate increase be more than the percentage increase of residential rates by Operator in the Community in the same twelve month period.***

(b) **Billing.** The stated monthly rate shown in Section 4(a) shall be paid monthly within 20 days after the end of the month for which payment is due. Interest on any payments not timely paid pursuant to this section shall accrue at the rate of 1.5% per month. Upon any delinquency in payment, Operator shall have the right to disconnect the Service provided to the Premises and

terminate this Agreement by 10 days' prior written notice to Owner, and Owner shall be responsible for paying all delinquent payments and other applicable charges.

**5. Indemnification.** Operator shall hold harmless and indemnify Owner and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage asserted by reason of Operator's installation and maintenance of the System (except loss or damage arising from any negligent or willful act or omission of Owner, its agents or employees) or the material breach of any representation, warranty or covenant made by Operator in this Agreement. Owner shall hold harmless and indemnify Operator and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage that may be asserted by reason of the ownership, use or occupancy of the Premises by Owner, its agents or employees (except loss or damage arising from any negligent or willful act or omission of Operator, its agents or employees) or the material breach of any representation, warranty or covenant made by Owner in this Agreement. If either party is obligated to incur costs in order to enforce any provisions of this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable costs so incurred, including reasonable attorneys' fees and costs.

**6. Information and Records.** Owner agrees to supply in writing to Operator the name of the manager of the Premises and the total number of guest rooms. Owner further agrees to notify Operator in writing within five business days of any change in the above information. Owner shall provide access to Operator to records concerning the Premises upon 10 days' written notice to Owner in order to verify the accuracy of information provided to Operator.

**7. Covenants of Owner.** As of the date hereof and during the term of this Agreement:

(a) **Title.** Owner warrants that it has title to the property on which the Premises is located and is authorized to enter into this Agreement, or if the execution of this Agreement is not by Owner, the signatory of this Agreement is the authorized agent of Owner. This Agreement constitutes the legal, valid and binding obligation of Owner.

(b) **Interference.** As an inducement to Operator to make the capital expenditure required to install the Service in the Premises, Owner represents that it has not granted and will not grant any other easements or rights which will interfere with the operation within the Premises of Operator's Service or System.

(c) **Pay-Per-View.** During the term of this Agreement, Owner shall not contract for or permit there to be operated or maintained, by any person or entity other than Operator or any current provider of pay-per-view services to the Premises, any pay-per-view, pay-per-stay or similar pay television service within the Premises without first offering to allow Operator to provide such services on terms and conditions substantially similar to those pursuant to which such services would be provided by the other person or entity.

**8. Termination.**

(a) **By Notice.** Either party may terminate this Agreement as of the end of the initial or any renewal term by giving written notice to the other at least 90 days prior to the expiration date of the initial term of this Agreement, or any subsequent renewal term hereof.

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**(b) By Default.** This Agreement may be terminated by Operator if Owner fails to pay any sums due under this Agreement within 10 days of written notice by Operator. This Agreement may be terminated by either party if the other party violates any material, non-monetary provision of this Agreement, or is unable or unwilling to fulfill its duties or other obligations hereunder; provided however, that the defaulting party shall be given notice of the default, and shall have 30 days from receipt of such notice in which to cure or commence to cure the default. If the defaulting party has not cured or commenced to cure (and is proceeding diligently to cure) such default by the end of such 30-day period, this Agreement shall terminate on the date stated in the notice. Upon termination, the non-defaulting party may pursue all available remedies.

**(c) By Operator.** Operator may terminate this Agreement upon 60 days' written notice to Owner if Operator is unable to continue the distribution of the Service due to any governmental law, rule, regulation, judgment of any court, contract with a third party, force majeure or any other reason beyond the reasonable control of Operator, or if the Franchise is assigned, terminated, surrendered or revoked for any reason.

**9. Notice.** Any notices pursuant to this Agreement shall be validly given or served if in writing and sent by registered or certified mail (or by regular mail in the case of notice as described in paragraph 4a), postage prepaid, to the following addresses:

**(a) If to Operator:**

TCI Cablevision of the Rockies, Inc.  
0140 Metcalf Rd / PO Box 439  
Avon, CO 81620  
Attention: System Manager

**With a copy to:**

Tele-Communications, Inc.  
5619 DTC Parkway  
Englewood, Colorado 80111  
Attention: Legal Department

**(b) If to Owner:**

Sunset Motel  
PO Box 949  
Granby, CO 80446  
Attention: Manager

with a copy to:  
Division Counsel  
TCI Central, Inc.  
4700 S. Syracuse St., #1100  
Denver, CO 80237-2722

or to such other addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective on the date set forth on the receipt of registered or certified mail.

**10. Legal Actions.** If legal action is necessary to enforce any provision of this Access Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorney's fees. Owner acknowledges that the breach by Owner of any of its obligations under this Access Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Access Agreement by Owner will cause Operator irreparable injury and damage; Owner,

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therefore, expressly agrees that in the event of a breach or threatened breach of this Access Agreement, Operator shall be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief shall not in any way be construed as a waiver of any other rights or remedies which Operator may have for damages or otherwise.

#### 11. Miscellaneous.

(a) **Service Interruption.** In the event that, during the term of this Agreement, Service is interrupted or discontinued because of some occurrence beyond the reasonable control of Operator, such discontinuance or interruption shall not be considered a breach of this Agreement.

(b) **Franchise Obligations.** The parties acknowledge that Operator is subject to the provisions of the Franchise and to the provisions of applicable federal and state laws and regulations. Any duty or promise of Operator under this Agreement which conflicts with any provision of the Franchise, or with applicable federal or state laws or regulations, is to that extent void.

(c) **Waiver.** The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

(d) **Integration.** This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the parties with respect to the subject matter; it may not be altered or amended except by an agreement in writing signed by both parties.

(e) **Choice of Law.** This Agreement has been made in and its validity, performance and effect shall be determined in accordance with the internal laws of the state in which the Community is located.

(f) **Headings; Exhibits.** The headings of sections in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All schedules, exhibits or attachments referred to herein shall be incorporated in and constitute a part of this Agreement.

(g) **Assignment; Binding Effect.** This Agreement may be assigned by either party without the consent of the other party, and upon such assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, representatives and assigns. Owner agrees to give Operator no less than 30 days' prior written notice of any sale, assignment or transfer of Owner's interest in the Premises, including the name and address of the prospective purchaser, and agrees to provide a copy of this Agreement to any such prospective purchaser of the Premises.

(h) **Severability.** If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such in validity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

(i) **Construction.** Both parties hereby acknowledge that they participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other.

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(k) **Recording.** At the option of Operator, this Agreement may be recorded in the real property records of the County where the Premises is located.

The parties have executed this Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as of the date first above written.

OWNER:  
Charles Kloeber d/b/a Sunset Motel  
By: [Signature]  
Name: Charles Kloeber  
Title: Owner


STATE OF COLORADO )  
COUNTY OF GRAND ) ) ss.

Before me, a notary public in and for said County and State, appeared Charles Kloeber known to me to be the Owner of the Sunset Motel and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as sole proprietor.

Witness my hand and seal this 28 day of JAN, 1997.

[Signature]  
Notary Public  
P.O. Box 1154  
Shanley, CO 80446

My commission expires 7-2000 (address)




OPERATOR:  
Heritage Cablevision of Colorado, Inc.  
d/b/a TCI Cablevision of the Rockies, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Richard E. Franklin  
Authorized Officer

STATE OF Colorado )  
 ) ss.  
 COUNTY OF Denver )

Before me, a notary public in and for said County and State, appeared Richard E. Franklin known to me to be the Authorized Officer of Heritage Cablevision of Colorado, Inc., and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) on behalf of the corporation.

Witness my hand and seal this 21st day of February, 1997.

(S E A L) \_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_ (address)  
9-5-00



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**EXHIBIT A**

To Cable Television Bulk Billing Agreement (Hotel-Owner Installed) dated  
February 1, 1997

Between

Charles Kloeber d/b/a Sunset Motel

and

Heritage Cablevision of Colorado, Inc. d/b/a TCI Cablevision of the Rockies, Inc.

**Legal Description**

Town of Grand Lake, County of Grand, State of Colorado

Block 26,  
Lot 9,10, 11 and 12

  
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**EXHIBIT B**

Attached to and Forming a Part of the Cable Television Bulk Billing Agreement  
between Charles Kloeber d/b/a Sunset Motel, as Owner  
and Heritage Cablevision of Colorado, Inc., as Operator

**Description of Service****Guest Rooms**

15 guest rooms with basic service at \$13.49/unit/month for \$202.35 monthly payment

Any public or common areas (other than bars or restaurants), will be billed at the commercial rate, which varies depending on the use of the area. Outlets in public or common areas may not have any premium services such as HBO, Cinemax, Showtime, Disney, Starz, Encore, pay-per-view movies or the like. Typical common areas in Premises such as these would be a lobby, office, laundry room, conference room or the like. Areas where any commercial enterprise is in operation would be contracted separately.

Any bars, restaurants or retail outlets on the Premises will contract separately for their cable services.

**This agreement is valid only if executed by February 15, 1997 by Owner.**

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**CABLE TELEVISION BULK BILLING AGREEMENT  
(HOTEL - OWNER INSTALLED)**

THIS AGREEMENT is entered into as of February 1, 1997 by and between Heritage Cablevision of Colorado, Inc., a(n) Colorado corporation ("Operator"), and Charles Kloeber d/b/a Bluebird Motel, as sole proprietor ("Owner").

**RECITALS**

A. Owner owns and operates the motel known as Bluebird Motel, whose address is 30 River Drive, Grand Lake, CO in the Community containing 12 rooms, plus any units added or constructed in the future, the legal description of which is attached hereto as Exhibit A (the "Premises").

B. Operator operates a cable television system (the "System") in Grand Lake, Colorado (the "Community") pursuant to a franchise agreement or permit within the Community (the "Franchise").

C. Owner desires to obtain and Operator desires to provide the cable television and other services set forth in Exhibit B (the "Service") to the Premises.

**AGREEMENT**

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

**1. Term.** This Agreement shall be for an initial term of 3 years and shall be automatically renewed for successive 2 year terms, unless sooner terminated as provided in Section 8.

**2. Installation, Ownership and Maintenance of System.**

**(a) Installation.** Owner has installed or will install a master antenna television ("MATV") system in the Premises which is suitable for the distribution of cable television service. At no charge to Owner, Operator will extend its coaxial cable from its street easements across Owner's property and to a point where it will interface with the existing MATV system.

**(b) Ownership and Maintenance.** The MATV system will be owned and maintained by Owner. Owner warrants that it will maintain the MATV system such that the Service may be distributed throughout the Premises in accordance with industry standards and Federal Communications Commission regulations, as well as Operator's specifications. If Owner fails to maintain the MATV system in accordance with the preceding sentence, Operator may, at its option, (i) discontinue the Service and terminate this Agreement or (ii) repair or rebuild the MATV system as required and charge Owner for all materials (at cost) and labor (at standard hourly rate) expended. For this purpose, Owner hereby grants and conveys to Operator and its successors and assigns an irrevocable, unrestricted easement in gross on, over, under, within and through the Premises as is necessary to install, maintain, repair and replace the MATV system. Such easement shall run with the land until the end of the term of this Agreement. Such grant shall include a right of reasonable access within the Premises to repair, maintain, relocate or replace Owner's equipment.

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### 3. Service.

(a) **Service Provided.** The Service provided by Operator to Owner will initially be as indicated in Exhibit B hereto; provided, however, that all channels deleted from the cable television service provided to other subscribers in the Community shall be deleted from the Service provided to Owner and may be replaced by channels selected by Operator. The Service is subject to change. Operator may from time to time rearrange, delete from or otherwise offer different cable television or broadcast programming on the Service.

(b) **Premium Services.** Owner shall deliver the premium services indicated in Exhibit B to guest rooms only, and such premium services shall not be shown in bars, lounges, hallways, lobbies or other common areas of the Premises. Owner shall not permit any advertisement, program delay, interruption, editing, insertion, deletions or any alteration in the premium services feed delivered to Owner by Operator. Owner shall not authorize and shall take reasonable steps to prevent copying or videotaping of premium services by anyone on the Premises. Owner shall not charge guests staying at the Premises any fee for premium services. All advertising and promotional materials describing the availability of premium services to guests staying at the Premises shall contain the phrase "free to guests," and Operator shall have the right to review and approve all such advertising and promotional materials concerning premium services used by Owner.

(c) **Advertising and Promotion.** At its option, Operator may provide to Owner on-site advertising and promotional materials, including but not limited to (i) posters for use in the lobby and other common rooms of the Premises, (ii) premium services, program guides and customized holders for placement on all television sets in guest rooms and (iii) a channel line-up for each guest room. Owner agrees to allow such material to be displayed in the public areas of the Premises, and to cooperate by providing assistance in placement by its employees.

### 4. Rates and Other Costs.

(a) **Service.** Owner shall pay to Operator a charge of \$13.49 per month per guest room, for the Service, in accordance with the billing procedures set forth in Section 4(b). Applicable taxes and fees shall be added to such charge. The rates payable by Owner hereunder shall be payable whether or not such guest room or other unit is occupied. ***Operator shall be entitled to increase the Monthly Service Charge upon 30 days' notice to Owner not more than once per twelve months during the Initial Term and any Renewal Term. In no event shall a rate increase be more than the percentage increase of residential rates by Operator in the Community in the same twelve month period.***

(b) **Billing.** The stated monthly rate shown in Section 4(a) shall be paid monthly within 20 days after the end of the month for which payment is due. Interest on any payments not timely paid pursuant to this section shall accrue at the rate of 1.5% per month. Upon any delinquency in payment, Operator shall have the right to disconnect the Service provided to the Premises and terminate this Agreement by 10 days' prior written notice to Owner, and Owner shall be responsible for paying all delinquent payments and other applicable charges.

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**5. Indemnification.** Operator shall hold harmless and indemnify Owner and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage asserted by reason of Operator's installation and maintenance of the System (except loss or damage arising from any negligent or willful act or omission of Owner, its agents or employees) or the material breach of any representation, warranty or covenant made by Operator in this Agreement. Owner shall hold harmless and indemnify Operator and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage that may be asserted by reason of the ownership, use or occupancy of the Premises by Owner, its agents or employees (except loss or damage arising from any negligent or willful act or omission of Operator, its agents or employees) or the material breach of any representation, warranty or covenant made by Owner in this Agreement. If either party is obligated to incur costs in order to enforce any provisions of this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable costs so incurred, including reasonable attorneys' fees and costs.

**6. Information and Records.** Owner agrees to supply in writing to Operator the name of the manager of the Premises and the total number of guest rooms. Owner further agrees to notify Operator in writing within five business days of any change in the above information. Owner shall provide access to Operator to records concerning the Premises upon 10 days' written notice to Owner in order to verify the accuracy of information provided to Operator.

**7. Covenants of Owner.** As of the date hereof and during the term of this Agreement:

(a) **Title.** Owner warrants that it has title to the property on which the Premises is located and is authorized to enter into this Agreement, or if the execution of this Agreement is not by Owner, the signatory of this Agreement is the authorized agent of Owner. This Agreement constitutes the legal, valid and binding obligation of Owner.

(b) **Interference.** As an inducement to Operator to make the capital expenditure required to install the Service in the Premises, Owner represents that it has not granted and will not grant any other easements or rights which will interfere with the operation within the Premises of Operator's Service or System.

(c) **Pay-Per-View.** During the term of this Agreement, Owner shall not contract for or permit there to be operated or maintained, by any person or entity other than Operator or any current provider of pay-per-view services to the Premises, any pay-per-view, pay-per-stay or similar pay television service within the Premises without first offering to allow Operator to provide such services on terms and conditions substantially similar to those pursuant to which such services would be provided by the other person or entity.

**8. Termination.**

(a) **By Notice.** Either party may terminate this Agreement as of the end of the initial or any renewal term by giving written notice to the other at least 90 days prior to the expiration date of the initial term of this Agreement, or any subsequent renewal term hereof.

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**(b) By Default.** This Agreement may be terminated by Operator if Owner fails to pay any sums due under this Agreement within 10 days of written notice by Operator. This Agreement may be terminated by either party if the other party violates any material, non-monetary provision of this Agreement, or is unable or unwilling to fulfill its duties or other obligations hereunder; provided however, that the defaulting party shall be given notice of the default, and shall have 30 days from receipt of such notice in which to cure or commence to cure the default. If the defaulting party has not cured or commenced to cure (and is proceeding diligently to cure) such default by the end of such 30-day period, this Agreement shall terminate on the date stated in the notice. Upon termination, the non-defaulting party may pursue all available remedies.

**(c) By Operator.** Operator may terminate this Agreement upon 60 days' written notice to Owner if Operator is unable to continue the distribution of the Service due to any governmental law, rule, regulation, judgment of any court, contract with a third party, force majeure or any other reason beyond the reasonable control of Operator, or if the Franchise is assigned, terminated, surrendered or revoked for any reason.

**9. Notice.** Any notices pursuant to this Agreement shall be validly given or served if in writing and sent by registered or certified mail (or by regular mail in the case of notice as described in paragraph 4a), postage prepaid, to the following addresses:

**(a) If to Operator:**

TCI Cablevision of the Rockies, Inc.  
0140 Metcalf Rd / PO Box 439  
Avon, CO 81620  
Attention: System Manager

**With a copy to:**

Tele-Communications, Inc.  
5619 DTC Parkway  
Englewood, Colorado 80111  
Attention: Legal Department

**(b) If to Owner:**

Bluebird Motel  
PO Box 949  
Granby, CO 80446  
Attention: Manager

with a copy to:  
Division Council  
TCI Central  
4700 S. Syracuse 100  
Denver, CO 80207-1022

or to such other addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective on the date set forth on the receipt of registered or certified mail.

**10. Legal Actions.** If legal action is necessary to enforce any provision of this Access Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorney's fees. Owner acknowledges that the breach by Owner of any of its obligations under this Access Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Access Agreement by Owner will cause Operator irreparable injury and damage; Owner, therefore, expressly agrees that in the event of a breach or threatened breach of this Access

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Agreement, Operator shall be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief shall not in any way be construed as a waiver of any other rights or remedies which Operator may have for damages or otherwise.

#### 11. Miscellaneous.

(a) **Service Interruption.** In the event that, during the term of this Agreement, Service is interrupted or discontinued because of some occurrence beyond the reasonable control of Operator, such discontinuance or interruption shall not be considered a breach of this Agreement.

(b) **Franchise Obligations.** The parties acknowledge that Operator is subject to the provisions of the Franchise and to the provisions of applicable federal and state laws and regulations. Any duty or promise of Operator under this Agreement which conflicts with any provision of the Franchise, or with applicable federal or state laws or regulations, is to that extent void.

(c) **Waiver.** The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

(d) **Integration.** This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the parties with respect to the subject matter; it may not be altered or amended except by an agreement in writing signed by both parties.

(e) **Choice of Law.** This Agreement has been made in and its validity, performance and effect shall be determined in accordance with the internal laws of the state in which the Community is located.

(f) **Headings; Exhibits.** The headings of sections in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All schedules, exhibits or attachments referred to herein shall be incorporated in and constitute a part of this Agreement.

(g) **Assignment; Binding Effect.** This Agreement may be assigned by either party without the consent of the other party, and upon such assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, representatives and assigns. Owner agrees to give Operator no less than 30 days' prior written notice of any sale, assignment or transfer of Owner's interest in the Premises, including the name and address of the prospective purchaser, and agrees to provide a copy of this Agreement to any such prospective purchaser of the Premises.

(h) **Severability.** If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such in validity or unenforceability without in any way affecting the



remaining parts of the provision or this Agreement.

(i) **Construction.** Both parties hereby acknowledge that they participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other.

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(k) **Recording.** At the option of Operator, this Agreement may be recorded in the real property records of the County where the Premises is located.


The parties have executed this Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as of the date first above written.

**OWNER:**  
Charles Kloeber d/b/a Bluebird Motel  
By: Charles Kloeber  
Name: Charles Kloeber  
Title: Owner

STATE OF COLORADO )  
COUNTY OF GRAND ) ss.

Before me, a notary public in and for said County and State, appeared Charles Kloeber known to me to be the Owner the Bluebird Motel, and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as the sole proprietor.

Witness my hand and seal this 28 day of JAN., 1997.

 Penny M. Eckert  
Notary Public  
P.O. Box 1154  
(address) Granby, CO 80446

OPERATOR:  
Heritage Cablevision of Colorado, Inc.  
d/b/a TCC Cablevision of the Rockies, Inc.

By: [Signature]

Name: [Signature] Richard E. Franklin  
Authorized Officer

Title:

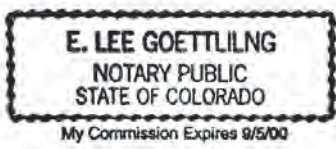
STATE OF Colorado )  
COUNTY OF Denver ) ss.

Before me, a notary public in and for said County and State, appeared Richard E. Franklin known to me to be the Authorized Officer of Heritage Cablevision of Colorado, Inc., and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) on behalf of the corporation.

Witness my hand and seal this 21st day of February, 1997.

(S E A L) [Signature]  
Notary Public

My commission expires: 9-5-00 (address) \_\_\_\_\_



  
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**EXHIBIT A**

To Cable Television Bulk Billing Agreement (Hotel-Owner Installed) dated

February 1, 1997

Between

Charles Kloeber d/b/a Bluebird Motel

and

Heritage Cablevision of Colorado, Inc. d/b/a TCI Cablevision of the Rockies, Inc.

**Legal Description**

Unincorporated Grand County, State of Colorado

Pine Beach Subdivision,

Block 9,

Lot 3 & Tract App. 30' X 100' South of said lot



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**EXHIBIT B**

Attached to and Forming a Part of the Cable Television Bulk Billing Agreement  
between Charles Kloeber d/b/a Bluebird Motel, as Owner  
and Heritage Cablevision of Colorado, Inc., as Operator

**Description of Service****Guest Rooms**

12 guest rooms with basic service at \$13.49/unit/month for \$161.88 monthly payment

Any public or common areas (other than bars or restaurants), will be billed at the commercial rate, which varies depending on the use of the area. Outlets in public or common areas may not have any premium services such as HBO, Cinemax, Showtime, Disney, Starz, Encore, pay-per-view movies or the like. Typical common areas in Premises such as these would be a lobby, office, laundry room, conference room or the like. Areas where any commercial enterprise is in operation would be contracted separately.

Any bars, restaurants or retail outlets on the Premises will contract separately for their cable services.

**This agreement is valid only if executed by February 15, 1997 by Owner.**

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U. S. Patent - Grand Lake

The United States of America, To all to whom these presents shall come, Greeting: Certificate No. 404  
 Whereas there has been paid to the General Land Office of the United States a certificate of the Register of the Land Office at Central City, Colorado, which it appears that pursuant to Section 2286 of the Revised Statutes of the United States, full payment has been made by John S. Mills Chairman of the Board of Land Commissioners of Grand Lake, Colorado, for the lot or parcel of land described as follows, Beginning at Corner No. 1, 6 links N. and 20 links W. of quarter corner on S. 1/4 between sections 6 and 31, T. 3 and 4, N. R. 70 to the one South 77° 45' East & 79.96 chains to corner No. 2 then South 12° 15' W. 20.02 chains to corner No. 3 then North 77° 45' W. 80.02 chains to corner No. 4. Then North 12° 15' E. 20.02 chains to corner No. 1, the place of beginning, containing one hundred and six acres, and carrying a tax team of sections 6 and 31 in Town ship 37 North of Range 4 West of the 6th Principal Meridian in Colorado according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General - Now know ye, that these tracts are granted by the United States unto the said John S. Mills the tract of land above described to him and to his heirs and assigns forever to appear and to hold to him and his heirs and assigns forever in full and complete satisfaction of the amount of land according to their respective merits, and this survey done in trust as aforesaid, and there is reserved for the lands hereby granted, a right of way & strip of six links or enough to be created by the authority of the United States - In testimony whereof, Theodore Roosevelt, President of the United States of America, has caused these letters to be made public, and the seal of the General Land Office to be hereunto affixed - Given under my hand at the City of Washington, this 13th day of May in the year of our Lord one thousand nine hundred and seven and of the Independence of the United States the one hundred and thirtieth -  
 By the President, J. Roosevelt By H. W. McKean Secretary  
 C. H. Busch Quartermaster of the General Land Office

Rec. Minn. Vol 444 Pages 277 & 278 -

Seal

Filed for record on the 13th day of June ad 1907  
 at 9 o'clock AM  
 H. W. McKean  
 Quartermaster