



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, July 24, 2023 at 4:30 PM

Town Hall Board Room – 1026 Park Avenue

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

Please join my meeting from your computer, tablet or smartphone.

<https://us06web.zoom.us/j/86279687000>

You can also dial in using your phone.

United States: 719 359 4580

Access Code: 862 7968 7000

WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
 - A. Trustee Training
 - B. GCWIN Report
 - C. Grand Lake Area Chamber of Commerce Report

EVENING MEETING 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Manager's Report
7. Public Comments (Limited to 3 Minutes)
8. Consideration to Approve Meeting Minutes
 - A. July 10, 2023
9. Consideration to Approve Accounts Payable
 - A. July 24, 2023
10. Financial Review
 - A. June 2023 Financials & May 2023 Sales Tax
11. Items of Discussion
 - A. **Quasi-Judicial (Public Hearing):** Consideration to Approve a Special Event Liquor Permit From, the Grand Arts Council, for Their Event "Bluegrass Concert", on July 29, 2023 at 301 Marina Drive.
 - B. Consideration to Approve Resolution 26-2023, for Replacement of a Non-Conforming Structure (Mobile home) Located At Block 14, Grand Lake Estates 2nd Filing To The Town Of Grand Lake; More Commonly Referred To As 700 Lake Front Road #23
 - C. **Public Hearing (Quasi-Judicial)** Ordinance 07-2023; An Ordinance Regarding the Annexation and Zoning of 8.98 Acres Parcel Known as the "Love Tract"
 - D. **Public Hearing (Quasi-Judicial)** Resolution 22-2023; Consideration of a Minor Subdivision Plat for the Vacant Property Located at Subd: METES & BOUNDS 76 ALL 8.98 AC IN LOT 1 SEC 1 T3N R76 DESC B/203 P/256 to be Named the "Lucy Love Minor Subdivision"
 - E. Consideration of Resolution 27-2023, Setting Retail Marijuana Licensing Fees
12. Future Items for Consideration
13. Mayor's Report
14. **Executive Session Pursuant to C.R.S. 24-6-402(4)(f)(1) to Discuss Personnel Matters Related to Certain Employees' Contracts Except if the Employees Request an Open Meeting**
15. Adjourn Meeting



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, July 10, 2023, at 6:00 PM

Town Hall Board Room – 1026 Park Avenue

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

A. Call to Order

The regular meeting of the Board of Trustees was called to order by Mayor Kudron at 6:10 P.M. in the Town Hall Board Room.

B. Pledge of Allegiance

Mayor Kudron led everyone in reciting the Pledge of Allegiance.

C. Announcements

Mayor Kudron announced: Please turn off all cell phones during the meeting.

D. Roll Call

Mayor Kudron, Mayor Pro-Tem Bergquist, Trustees Arntson, Bishop, Sobon, Town Clerk Pro-Tem Hearsum, and Town Manager were present.

Trustee Sobon made a motion to excuse Trustee Strachan from the workshop and evening meeting. Trustee Arntson seconded the motion. Town Clerk Pro-Tem Hearsum called the vote:

Mayor Kudron	Aye
Trustee Arntson	Aye
Trustee Bergquist	Aye
Trustee Bishop	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

E. Conflicts of Interest

None.

F. Manager's Report

Wildlife Issues

It is wildlife season. Please respect our wildlife. Keep pets and yourselves away from deer and moose. Keep your trash secured.

Upcoming Events

The Creative District will be holding Movie Night at the Community House on June 20 at 6:30. Please join us as we bring back this classic Grand Lake event. The Wednesday Concerts in the Park have also started again for the season.

Along with these two events, many of our local organizations are hosting events and fundraisers over the next several weeks. Please visit GoGrandLake.com to see what events are scheduled.

Town Dock

The Town Dock has been installed and is being used. We have added one additional finger to the docks configuration by using sections of the old dock. We intend on utilizing the remaining undamaged sections of our old dock to expand the boat ramp and to replace the old docks at the Headwaters Marina.

GLAM

The first weekly meeting of the Grand Lake Adaptive Management system was just held. This organization is made up of stakeholders in order to monitor and help control Grand Lake's clarity. The first round of data for the year is very promising, however, it is likely that we have such good clarity because there has been very limited pumping so far. The Front Range reservoirs simply don't have the capacity to hold additional water if it were pumped over to the east side of the Divide. The data also shows that our spring was exceptionally wet and cold compared to the last decade. We owe a big shout out to all of the people who work on this every year.

Employee Housing

The units at Portal Crossing are almost complete. If you are interested in one of these units, please contact our Community Development Director, Kim White.

Building Hope Grand

The Grand Foundation will be officially kicking off its' Building Hope Grand fund and programming this Friday. The fund was set up to ensure that there is easily accessible information and help for those who are suffering from mental illness or addiction problems. If you or someone that you know is suffering, please go to buildinghopegrand.com to find the resources that can help you. This is a very important program and a wonderful step to solving the terrible problems associated with mental illness.

Grand Lake Center Break-In

On Saturday night, a group of young teenagers broke into the Grand Lake Center and climbed through the ceiling to get into the day camp room. It does not appear that anything of value was taken or damaged; however, we are still taking inventory of everything that was in the room. We have good pictures of all of the kids involved and are working with the Sherriff's department to identify them all. One of the kids has already come forward to apologize. Once we have determined what damage, if any, has occurred, we will work towards finding an effective way to teach the kids about responsibility and the consequences of their actions.

Code Updates

Staff has been going over our Town code line by line to identify needed changes. As we identify those parts of the code that need to be updated or readdressed in some way, we will bring them to the Board for consideration. This is going to be a long process that started with the conversion of the code to our current searchable and indexed version that is available on our website. Most of the recommended changes will be mundane fixes; however, there may be some aspects of the Code where the Board will want to make fundamental changes. Get ready for a year of code updates.

Budget Season

Department heads are working on their initial budgets for next year. We will be putting the budget together in August and presenting it to the Board in September. If there is a particular project that you are interested in, please reach out to the Town Manager to see if there is room in next year's budget.

Next Meeting

The next scheduled meeting will be held in twee weeks. It is scheduled for July 24, 2023.

G. Public Comments (Limited to 3 Minutes)

Frank Mounds, 420 Lakeside Drive- Mr. Mounds introduced himself to the Board, his family is new to the Town and plans to be more involved.

H. Consideration to Approve Meeting Minutes

3. June 26, 2023

Trustee Arntson made a motion to approve the meeting minutes for June 26, 2023. Trustee Sobon seconded the motion. Town Clerk Pro-Tem Hearsun called the vote:

Mayor Kudron	Aye
Trustee Arntson	Aye
Trustee Bergquist	Aye
Trustee Bishop	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

I. Consideration to Approve Accounts Payable

4. July 10, 2023

Presented by Town Treasurer Wilson.

Trustee Sobon made a motion to approve accounts payable for July 10, 2023. Trustee Bishop seconded the motion. Town Clerk Pro-Tem Hearsun called the vote:

Mayor Kudron	Aye
Trustee Arntson	Aye

Trustee Bergquist	Aye
Trustee Bishop	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

J. Items of Discussion

1. Consideration of Resolution 23-2023, a Resolution Appointing a New Trustee to Fill a Vacancy on the Grand Lake Board of Trustees

The Board conducted Trustee interviews in the afternoon workshop.

Mayor Pro-Tem Bergquist made a motion to approve Resolution 23-2023, appointing Julie Causseaux to fill the Grand Lake Board of Trustee vacancy. Trustee Arntson seconded the motion. Town Clerk Pro-Tem Hearsom called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Aye
Trustee Arntson	Aye
Trustee Bishop	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

2. Consideration of Resolution 24-2023, Updating the Grand Lake Cemetery Rules & Regulations

Presented by Town Manager Crone on behalf of Town Clerk Carrell.

Mayor Pro-Tem Bergquist made a motion to approve Resolution 24-2023, updating the Grand Lake Cemetery Rules & Regulations. Trustee Arntson seconded the motion. Town Clerk Pro-Tem Hearsom called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Aye
Trustee Arntson	Aye
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

3. Consideration of Resolution 25-2023; Consideration to Grant an Encroachment License into the West Portal Road Right of Way for Retaining Wall to Run Along the Front Property Line of Tract: G-1-B; More Commonly Referred to as 816 West Portal Road

Presented by Town Permit Technician Irish.

Trustee Arntson made a motion to continue this matter until August 14, 2023, with conditions that the applicant must receive approval from Xcel energy before work can commence, no part of the driveway can extend onto town right-of-way, all work on the wall must be done to the extent feasible from the property side of the wall, and the wall cannot impede the operations of culvert if there is one. Trustee Bishop seconded the motion. Town Clerk Pro-Tem Hearsom called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Aye
Trustee Arntson	Aye
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

K. Future Items for Consideration

- Annexation
- Marijuana Fees
- Outdoor Vehicle Storage
- Trails Being Washed Out
- Code Enforcement Report
- Grand County Sheriff's Report
- Traffic Counts

L. Mayor's Report

There's a lot of people in town and it's the only July 10th, encouraged everyone to have patience and be courteous of others.

Every time leaving one of our meetings, it's felt like we are making progress. Town Manager Crone has had ups and downs, and throughout all of that he has stay committed to build a staff that looks out for all of you. Mayor Kudron believes our staff not only gets the job done but they take the initiative to find the next opportunity to grow and do something better for the benefit of our citizens and our guests.

Congratulated Town Clerk Carrell as she is away for the week completing her third and final year of clerk school. She has worked over the last three years to become a Certified Colorado Municipal Clerk and graduates Thursday night.

M. Adjourn Meeting

Trustee Sobon made a motion to adjourn the meeting. Mayor Pro-Tem Bergquist seconded the motion. Town Clerk Pro-Tem Hearsun called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Aye
Trustee Arntson	Aye
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

This meeting of the Board of Trustees was adjourned at 7:21 PM.

(Attest)

Alayna Carrell, Town Clerk

Stephan Kudron, Mayor



Town of Grand Lake will post Accounts Payable online after Board of Trustees Approves it.

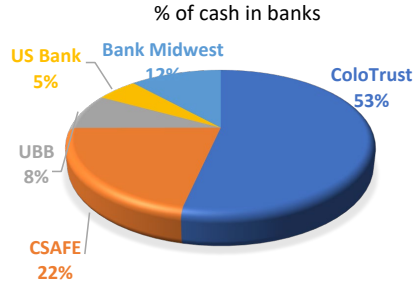
Feel free to reach out to Heike Wilson, Treasurer at hwilson@toglco.com or call 970-776-0779 if would like to view Accounts Payable before the Board of Trustees Approves it. List will be available the Thursday before the 2nd and 4th Monday of each month by request



Town of Grand Lake
June 2023 Financials

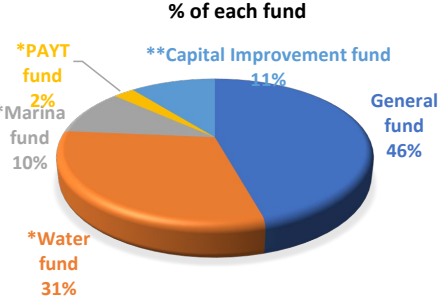
Town of Grand Lake Bank Cash Balances

Bank	Amount
ColoTrust	\$3,751,121.70
CSAFE	\$1,508,864.34
UBB	\$565,422.04
US Bank	\$370,212.86
Bank Midwest	\$822,426.86
TOTAL	\$7,018,047.80



FUND CASH BALANCES

General fund	\$ 3,163,063.02
*Water fund	\$ 2,126,101.47
*Marina fund	\$ 709,486.07
*PAYT fund	\$ 183,844.03
**Capital Improvement fund	\$ 739,651.05
TOTAL	\$ 6,922,145.64



*enterprise funds
 ** Restricted for capital road improvements minus bond required reserves as noted below

COMMITTED FUNDS

Parking Fee-In-Lieu	\$ -	funds from new development for parking spaces
Cemetery Funds	\$ 106,393.09	committed fund for the Grand Lake Cemetery
Conservation Trust Funds	\$ 41,595.02	funds from State Lottery restricted for Parks & Open Space
Attainable Housing Fund	\$ 249,183.48	funds from building permit fees and nightly rental license restricted for attainable housing
Emergency Reserves	\$ 80,400.00	TABOR Requirement
Sales Tax Bond Required Reserves	\$ 280,500.00	Streetscape bond requirement
TOTAL	\$ 758,071.59	balances are adjusted at year end

LIABILITIES over \$50K

Certificate of Participation	\$ 1,389,937.00	issued to finance the acquisition of land
Drinking Water Revolving Fund	\$ 1,223,131.29	construction of an underground water storage tank in 2018
Sales Tax Bonds	\$ 3,335,000.00	construction of streets, sidewalks, drainage and other street-related improvements
TOTAL	\$ 5,948,068.29	

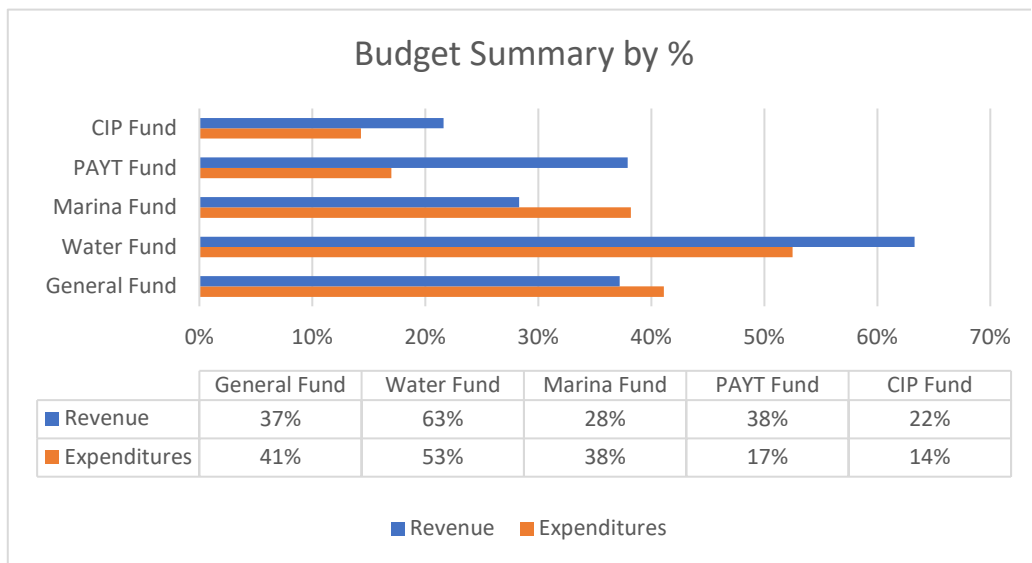
Town of Grand Lake Pre Paids and Transfer for June 2023

Company	Date	Amount
Paychex Payroll	6/15/2023	\$ 48,286.35
Paychex Payroll Taxes	6/15/2023	\$ 17,731.51
ICMA Retirement	6/15/2023	\$ 6,546.90
Paychex Payroll	6/30/2023	\$ 60,297.46
Paychex Payroll Taxes	6/30/2023	\$ 23,328.56
ICMA Retirement	6/30/2023	\$ 7,484.87
Hartford life/AD&D Insurance	6/14/2023	\$ 185.15
Health Saving Reimbursement	6/6/2023	\$ 712.37
Health Saving Reimbursement	6/13/2023	\$ 700.10
Health Saving Reimbursement	6/21/2023	\$ 380.29
Health Saving Reimbursement	6/27/2023	\$ 415.37
CEBT - Health ins	6/2/2023	\$ 31,924.61
CIRSA Property and WC	6/21/2023	\$ 28,611.02
Hartland credit card fees (marina)	6/1/2023	\$ 570.42
Forte credi card fees (summer camp)	Month of June	\$ 642.48

Bank Transfers

From	To	Date	Amount
UBB Money Market	US Bank Payroll	6/1/2023	\$ 40,000.00
UBB Money Market	UBB Operating	6/12/2023	\$ 215,000.00
UBB Money Market	US Bank Payroll	6/14/2023	\$ 100,000.00
UBB Money Market	UBB Operating	6/23/2023	\$ 90,000.00
UBB Money Market	US Bank Payroll	6/21/2023	\$ 30,000.00
UBB Money Market	US Bank Payroll	6/29/2023	\$ 100,000.00

	Revenue	Expenditures
General Fund	37%	41%
Water Fund	63%	53%
Marina Fund	28%	38%
PAYT Fund	38%	17%
CIP Fund	22%	14%



TOWN OF GRAND LAKE

Section 10, Item A.

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
BUDGET AND ACTUAL
For the Month Ended June 2023- Unadjusted

Revenues	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
Taxes					
Property Tax	\$ 396,973	\$ 299,468	\$ (97,505)	75.4	
Specific Ownership Tax	15,000	9,547	(5,453)	63.6	
General Sales Tax	2,337,968	437,948	(1,900,020)	18.7	Sales tax revenues run 2 months behind
Building Use Tax	25,000	47,394	22,394	189.6	Adjustments usually done at end of year
Motor Vehicle Use Tax	40,000	18,520	(21,480)	46.3	
Cigarette Tax	3,000	1,771	(1,229)	59.0	tax revenues run 2 months behind
Franchise Tax	75,000	38,094	(36,906)	50.8	Quarterly payments
Subtotal Taxes	2,892,941	852,741	(2,040,200)	29.5	
Licenses & Permits					
Business Licenses	30,000	16,217	(13,783)	54.1	annual event
Rental Licenses	50,000	67,694	17,694	135.4	annual event for STR license
Liquor License	3,750	7,544	3,794	201.2	
Other Licenses	3,175	1,521	(1,654)	47.9	sign, grading, animal, boardwalk permits
Subtotal Licenses & Permits	86,925	92,976	6,051	107.0	
Intergovernmental					
County Road and Bridge	9,520	2,343	(7,177)	24.6	Quarterly revenue
Grants	250,000	-	(250,000)	-	Creative District and Marquee
Highway Users Tax	31,952	12,404	(19,548)	38.8	tax revenues run 2 months behind
Conservation Trust Fund	3,000	1,529	(1,471)	51.0	Quarterly revenue
Other Intergovernmental	1,000	-	(1,000)	-	State severance tax and federal mineral funds
Subtotal Intergovernmental	295,472	16,276	(279,196)	5.5	
Charges for Services					
Attainable Housing Fee	2,000	5,686	3,686	284.3	Part of the building application fees
Zoning and Subdivision Review	2,000	5,179	3,179	258.9	
Cemetery	12,000	5,650	(6,350)	47.1	Perpetual fees
Grand Lake Center	67,000	57,367	(9,633)	85.6	Memberships, rec fees, rental income
Other Charges for Services	17,000	6,311	(10,689)	37.1	EV charging rev and nightly rental app fee and fuel surcharges
Subtotal Charges for Services	100,000	80,192	(19,808)	80.2	
Fines and Forfeitures	1,500	160	(1,340)	10.7	Ordinances and parking fines
Fees and Leases	2,500	1,875	(625)	75.0	Quarterly payment for Chamber rent
Net Investment Income	10,000	54,962	44,962	549.6	interest income
Contributions	-	-	-	-	
Other Revenue	29,002	43,676	14,674	150.6	sale of vehicles & event fees
Capital Specific Revenue	202,241	202,241	-	100.0	Dock insurance funds
Total Revenues	\$ 3,620,581	\$ 1,345,100	\$ (2,275,481)	37.2	

TOWN OF GRAND LAKE

Section 10, Item A.

GENERAL FUND
 STATEMENT OF REVENUES, EXPENDITURES
 BUDGET AND ACTUAL
 For the Month Ended June 2023- Unadjusted

Expenditures	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	
Current:					
Boards and Committees					
Board of Trustees	\$ 111,950	78,021	\$ 33,929	69.7	Community grants and donations
Cemetery Committee	8,000	18	7,982	0.2	
Planning Commission & Board of A	41,600	18,106	23,494	43.5	Consultant & training
Greenways Committee	68,918	12,510	56,408	18.2	Town flowers, planters, Arbor day
Subtotal Boards and Committees	230,468	108,655	121,813	47.1	
Administration					
Personnel	613,838	284,308	329,530	46.3	wages and benefits
Supplies	40,000	18,099	21,901	45.2	office supplies
Repairs and Maintenance	17,200	6,461	10,739	37.6	
Purchased Services	66,350	28,021	38,329	42.2	postage, computer services, building maint
Utility Services	20,500	14,168	6,332	69.1	Water and Sewer are billed quarterly
Professional Services	49,000	37,821	11,179	77.2	Legal
Marketing	127,732	99,059	28,673	77.6	Quarterly contribution to Chamber and county treasure fee
Other	140,650	53,353	87,297	37.9	Quarterly property insurance
Subtotal Administration	1,075,270	541,291	533,979	50.3	
Economic Development Grants	135,000	105,000	30,000	77.8	Headwaters & Creative District - Trail Groomers is in Dec.
Public Safety					
Personnel	-	-	-	-	
Purchased Services	277,858	34,800	243,058	12.5	Dispatch and Sheriff annual contract
Subtotal Public Safety	277,858	34,800	243,058	12.5	
Public Works					
Personnel	611,953	329,462	282,491	53.8	Wages and benefits - Comp time payout
Supplies	23,000	10,134	12,866	44.1	
Repairs and Maintenance	275,500	60,959	214,541	22.1	
Purchased Services	22,440	9,112	13,328	40.6	Computer, Fuel Cloud & background checks
Utility Services	43,700	17,401	26,299	39.8	
Professional Services	55,000	11,875	43,125	21.6	Christmas Lights
Other	10,000	5,762	4,238	57.6	Training, equipment rental, sign repair
Subtotal Public Works	\$ 1,041,593	\$ 444,705	\$ 596,888	42.7	

TOWN OF GRAND LAKE

Section 10, Item A.

GENERAL FUND
 STATEMENT OF REVENUES, EXPENDITURES
 BUDGET AND ACTUAL
 For the Month Ended June 2023- Unadjusted

Expenditures	Original Budget	Actual Amounts	with Budget - Positive (Negative)	%	
Grand Lake Center					
Personnel	\$ 218,605	\$ 111,078	\$ 107,527	50.8	Wages and benefits
Supplies	8,700	6,306	2,394	72.5	office supplies and equipment rental
Repairs and Maintenance	47,458	23,609	23,849	49.7	Freezer repair, replace boiler, pumps, lights. \$30K was budgeted for floor
Utility Services	43,300	16,451	26,849	38.0	
Professional Services	5,600	6,881	(1,281)	122.9	Computer Service
Other	49,300	21,317	27,983	43.2	Marketing, Training, Insurance
Subtotal Grand Lake Center	372,963	185,642	187,321	49.8	
Parks					
Personnel	79,692	-	79,692	-	Wages and benefits
Supplies	42,500	18,963	23,537	44.6	Cleaning and bathroom supplies
Repairs and Maintenance	129,760	18,034	111,726	13.9	
Utility Services	24,040	12,000	12,040	49.9	
Other	10,000	5,804	4,196	58.0	
Parks Capital	410,516	103,927	306,589	25.3	Dock Replacement
Subtotal Parks	696,508	158,728	537,780	22.8	
Capital Outlay	300,000	150,395	149,605	50.1	Sound System, PW equipment
Debt service					
Lease Principal	90,000	-	90,000	-	COP
Lease Interest	39,615	19,807	19,808	50.0	COP
Subtotal Debt Service	129,615	19,807	109,808	15.3	
Reserves	-	-	-	-	
Total Expenditures	4,259,275	1,749,023	2,510,252	41.1	
Net Balance*	(638,694)	(403,923)	234,771		

*Excess Revenues Over (Under) Expenditures

TOWN OF GRAND LAKE

Section 10, Item A.

CAPITAL IMPROVEMENT FUND
 SCHEDULE OF REVENUES, EXPENDITURES
 BUDGET AND ACTUAL
 For the Month Ended June 2023- Unadjusted

Revenues	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
Taxes					
General Sales Tax	\$ 584,250	\$ 109,487	\$ (474,763)	18.7	tax revenues run 2 months behind
Subtotal Taxes	584,250	109,487	(474,763)	18.7	
Intergovernmental					
Grants	-	-	-	-	
Other Intergovernmental	-	-	-	-	
Subtotal Intergovernmental	-	-	-	-	
Other Revenue	-	-	-	-	
Net Investment Income	6,000	17,955	11,955	299.3	
Total Revenues	590,250	127,442	(462,808)	21.6	
Expenditures					
Grant Expenses	-	-	-	-	
Operations	300	-	(300)	-	
Capital Outlay	313,000	5,886	(307,114)	1.9	Boardwalk maint.
Debt service					
Bond Principal	120,000	-	(120,000)		annual payment
Bond Interest	157,050	78,525	(78,525)	50.0	semi annual payments
Subtotal Debt Service	277,050	78,525	(198,525)	28.3	
Reserves	-	-	-	-	
Total Expenditures	590,350	84,411	(505,939)	14.3	
Net Balance*	(100)	43,031	43,131		

*Excess Revenues Over (Under) Expenditures

TOWN OF GRAND LAKE

Section 10, Item A.

WATER FUND
 SCHEDULE OF REVENUES, EXPENDITURES
 BUDGET AND ACTUAL
 For the Month Ended June 2023 - Unadjusted

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
Revenues					
Water Sales	\$ 675,000	\$ 333,451	\$ (341,549)	49.4	Billed quarterly (Jan, April, July, Oct)
Tap Fees	32,500	45,500	13,000	140.0	
Resale Meters	3,000	37,091	34,091	1,236.4	New meters purchased by owner
Bulk Water Permits	500	275	(225)	55.0	
Miscellaneous	-	-	-	-	
Sale of Assets	-	-	-	-	
Interest Income	10,000	40,173	30,173	401.7	
Reimbursement Income	-	-	-	-	
Capital Lease Proceeds	-	-	-	-	
Total Revenues	721,000	456,490	(264,510)	63.3	
Expenditures					
Personnel	396,089	205,885	(190,204)	52.0	Wages and Benefits - Down one employ
Office Supplies	33,000	1,821	(31,179)	5.5	
Operations Supplies	17,300	11,261	(6,039)	65.1	
Repairs and Maintenance	45,850	17,682	(28,168)	38.6	
Resale Supplies	6,150	8,028	1,878	130.5	water meters purchased
Purchased Services	23,000	9,462	(13,538)	41.1	
Utilities	32,500	20,933	(11,567)	64.4	Water and Sewer are billed quarterly
Professional Services	8,600	3,403	(5,198)	39.6	
Other Expenses	20,100	11,941	(8,159)	59.4	Quarterly property insurance
Water Capital	48,000	43,098	(4,902)	89.8	New truck
Debt Service-Principal	69,977	34,815	(35,162)	49.8	semi annual payments
Debt Service-Interest	24,811	12,579	(12,232)	50.7	semi annual payments
Total Expenditures	725,377	380,907	(344,470)	52.5	
Net Balance*	(4,377)	75,582	79,959		

TOWN OF GRAND LAKE

Section 10, Item A.

MARINA FUND
 SCHEDULE OF REVENUES, EXPENDITURES
 BUDGET AND ACTUAL
 For the Month Ended June 2023-Unadjusted

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
Revenues					
Marina Rentals	\$ 300,000	\$ 65,190	\$ (234,810)	21.7	
Tours	55,000	19,145	(35,855)	34.8	
Space Rentals	8,084	9,509	1,425	117.6	
Miscellaneous	1,000	-	(1,000)	-	
Interest Income	4,000	10,471	6,471	261.8	
Sale of Assets	-	-	-	-	
Total Revenues	368,084	104,315	(263,769)	28.3	
Expenditures					
Personnel	264,059	89,469	174,590	33.9	Wages and benefits
Office Supplies	1,100	809	291	73.5	
Operations Supplies	15,000	3,261	11,739		
Fireworks	45,000	60,000	(15,000)	21.7	Winter Carnival, 4th of July & Buffalo Days Fireworks
Repairs and Maintenance	17,500	6,458	11,042	36.9	vehicle and building maint.
Permits and Fees	1,000	71	929	7.1	
Purchased Services	13,575	4,811	8,764	35.4	Computer service & office supplies
Utilities	3,163	3,086	77	97.6	Water and Sewer are billed quarterly
Professional Services	2,000	2,323	(323)	116.2	
Other Expenses	11,301	3,038	8,263	26.9	Insurance
Capital Outlay	80,000	-	80,000	-	Replace Wall
Total Expenditures	453,698	173,328	280,370	38.2	
Net Balance*	(85,614)	(69,013)	(16,601)		

TOWN OF GRAND LAKE

Section 10, Item A.

PAY AS YOU THROW FUND
 SCHEDULE OF REVENUES, EXPENDITURES
 BUDGET AND ACTUAL
 For the Month Ended June 2023- UNADJUSTED

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
Revenues					
Bag Sales	\$ 79,000	\$ 30,025	\$ (48,975)	38.0	
Interest Income	\$ 300	-	(300)	-	adjusted at year end
Total Revenues	79,300	30,025	(49,275)	37.9	
Expenditures					
Operations Supplies	8,800	3,850	4,950	43.8	PAYT bags
Repairs and Maintenance	25,000	8	24,992	0.0	a year adjustment
Purchased Services	36,950	11,341	25,609	30.7	Dumpster service
Professional Services	450	450	-		
Other Expenses	866	-	866	-	
Capital Outlay	20,000	-	20,000	-	Move facility
Total Expenditures	92,066	15,649	76,417	17.0	
Net Balance*	(12,766)	14,376	(27,142)		

TOWN OF GRAND LAKE
 COMBINED CASH INVESTMENT
 JUNE 30, 2023

Section 10, Item A.

COMBINED CASH ACCOUNTS

01-102000	USB CHECKING - PAYROLL	86,354.89
01-104000	2019 UBB MONEY MARKET	135,631.81
01-104500	2019 UBB CHKG - OPERATIONS	338,533.16
01-106000	RETURNED CHECK CLEARING ACCT	.00
01-106500	BANK MIDWEST / CCB	825,245.36
01-106700	OLD MIDWEST	.00
01-107500	UTILITY CASH CLEARING ACCT	.00
01-107600	AR CASH CLEARING ACCT	.00
	TOTAL COMBINED CASH	1,385,765.22
01-100000	CASH ALLOCATED TO OTHER FUNDS	(1,385,765.22)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	740,042.62
20	ALLOCATION TO WATER FUND	191,283.82
40	ALLOCATION TO MARINA FUND	275,046.79
50	ALLOCATION TO PAY-AS-YOU-THROW FUND	183,794.03
90	ALLOCATION TO CAPITAL IMPROVEMENT FUND	(4,402.04)
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,385,765.22
	ALLOCATION FROM COMBINED CASH FUND - 01-100000	(1,385,765.22)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF GRAND LAKE
 BALANCE SHEET
 JUNE 30, 2023

Section 10, Item A.

GENERAL FUND

ASSETS

10-100000	CASH IN COMBINED CASH FUND	740,042.62
10-103000	CSAFE	206,176.26
10-103100	CSAFE - CORE	1,233,811.88
10-109100	COLOTRUST	983,032.26
10-116000	PETTY CASH	100.00
10-116500	GLC PETTY CASH	100.00
10-116501	AFTER SCHOOL PROG PETTY CASH	.00
10-117000	ACCOUNTS RECEIVABLE	149,646.76
10-117100	PROPERTY TAXES RECEIVABLE	396,582.00
10-117500	ACCOUNTS RECIVABLE - AR	(7,662.01)
10-123000	FUEL AR - FUEL PAYMENTS	10,075.79
10-129000	UNLEADED GAS INVENTORY	4,348.83
10-130000	DIESEL INVENTORY	5,578.38
10-131000	DUE FROM WATER FUND	.00
10-131001	DUE FROM MARINA FUND	.00
10-131002	DUE FROM PAYT	.00
10-143100	GF PREPAID EXPENSES	4,956.77
10-143500	GLC PREPAID EXPENSES	.00
10-149000	DEPOSITS PAID BY THE TOWN	.00
		3,726,789.54
	TOTAL ASSETS	3,726,789.54

LIABILITIES AND EQUITY

TOWN OF GRAND LAKE
 BALANCE SHEET
 JUNE 30, 2023

Section 10, Item A.

GENERAL FUND

LIABILITIES

10-200000	ACCOUNTS PAYABLE GENERAL	8,029.41	
10-205000	RETAINAGE PAYABLE	.00	
10-217100	SOCIAL SECURITY WITHHOLDING	.00	
10-217200	FEDERAL W/H PAYABLE	.00	
10-217300	STATE W/H PAYABLE	.00	
10-217400	MEDICARE WITHHOLDING	.00	
10-217500	SUTA PAYABLE	.00	
10-217600	WC PAYABLE	.00	
10-219100	FLEX MEDICAL	24,322.75	
10-219200	MEDICAL BENEFIT PAYABLE	.00	
10-220000	ICMA W/H PAYABLE	.00	
10-221000	ICMA EMP LOAN PAYABLE	.00	
10-221001	ICMA/ROTH IRA	.00	
10-221100	MISC DEDUCTIONS PAYABLE	.00	
10-222000	DEFERRED REVENUE-PROPERTY TAX	396,582.00	
10-223100	PREPAID FEES	.00	
10-223180	PREPAID NRL	.00	
10-225000	ESCROW MONIES GENERAL	.00	
10-226000	USE TAX DEFERRED REVENUE	266,854.57	
10-227000	DEFERRED REV	105,918.22	
10-228100	GLC CUSTOMER DEPOSITS	2,030.00	
10-228200	GLC PREPAID RENTAL FEES	.00	
10-228300	GLC PREPAID MEMBERSHIPS	.00	
10-228400	EVENT DEPOSITS	550.00	
10-228500	LAND USE/MUNI PROP DEPOSITS	2,650.00	
10-228600	ATTORNEY RETAINER	(3,040.00)	
10-230000	HEADSTONE DEPOSIT	5,050.00	
10-231000	FOLK SCHOOL PAYMENTS	.00	
10-232000	DUE TO WATER FROM GF	.00	
10-233000	DUE TO MARINA FROM GF	.00	
10-234000	AEROLAB, INC PAYMENTS	2,011.52	
	TOTAL LIABILITIES		810,958.47

FUND EQUITY

10-270000	PARKING FEE-IN-LIEU	.00	
10-275000	FUND BALANCE	2,837,090.91	
10-281000	CEMETERY FUNDS	106,393.09	
10-283000	CONSERVATION TRUST FUNDS	41,595.02	
10-284000	ATTAINABLE HOUSING FUNDS	249,183.48	
10-285000	FUND BAL RESVD - INV & PRE PDS	5,091.51	
10-286000	EMERGENCY RESERVES	80,400.00	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(403,922.94)	
	BALANCE - CURRENT DATE	(403,922.94)	
	TOTAL FUND EQUITY		2,915,831.07
	TOTAL LIABILITIES AND EQUITY		3,726,789.54

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%	
<u>GENERAL TAXES</u>						
10-311-100	PROPERTY TAXES	36,440.58	299,387.28	396,673.00	97,285.72	75.5
10-311-110	SPECIFIC OWNERSHIP	1,848.95	9,546.52	15,000.00	5,453.48	63.6
10-311-120	INTEREST & PENALTY-PROP TAXES	79.12	80.95	300.00	219.05	27.0
10-311-130	MOTOR VEHICLE USE & SALES TAX	.00	18,519.57	40,000.00	21,480.43	46.3
10-311-140	SALES TAX 4%	88,692.43	437,947.93	2,337,968.00	1,900,020.07	18.7
10-311-150	BUILDING USE TAX	35,928.20	47,394.20	25,000.00	(22,394.20)	189.6
10-311-160	CIGARETTES-SELECT SALES TAX	293.27	1,771.03	3,000.00	1,228.97	59.0
	TOTAL GENERAL TAXES	163,282.55	814,647.48	2,817,941.00	2,003,293.52	28.9
<u>UTILITY FRANCHISE TAX</u>						
10-316-170	FRANCHISE CABLE	.00	6,239.86	20,000.00	13,760.14	31.2
10-316-171	FRANCHISE TELEPHONE	337.44	8,389.01	5,000.00	(3,389.01)	167.8
10-316-172	FRANCHISE ELECTRIC	.00	10,695.81	35,000.00	24,304.19	30.6
10-316-173	FRANCHISE NATURAL GAS	1,850.67	12,769.31	15,000.00	2,230.69	85.1
	TOTAL UTILITY FRANCHISE TAX	2,188.11	38,093.99	75,000.00	36,906.01	50.8
<u>LICENSES & PERMITS</u>						
10-321-100	LIQUOR LICENSE FEE	955.00	7,543.50	3,750.00	(3,793.50)	201.2
10-321-120	SALES TAX LICENSE \$5	30.00	405.00	425.00	20.00	95.3
10-321-130	MOTOR VEHICLE LICENSE (RURAL)	.00	810.92	2,000.00	1,189.08	40.6
10-321-140	SIGN PERMIT	50.00	200.00	100.00	(100.00)	200.0
10-321-150	GRADING PERMIT	.00	.00	50.00	50.00	.0
10-321-160	ANIMAL LICENSE	25.00	80.00	50.00	(30.00)	160.0
10-321-170	ENCROACHMENT PERMIT/LICENSE	.00	.00	400.00	400.00	.0
10-321-175	BUSINESS LICENSE COMMISSION	8,770.00	16,217.25	30,000.00	13,782.75	54.1
10-321-180	NIGHTLY RENTAL LICENSE \$600	4,355.85	67,694.25	50,000.00	(17,694.25)	135.4
10-321-190	BOARDWALK SALES PERMIT	25.00	25.00	150.00	125.00	16.7
	TOTAL LICENSES & PERMITS	14,210.85	92,975.92	86,925.00	(6,050.92)	107.0
<u>GRANTS</u>						
10-334-900	GRANTS - OTHER	.00	.00	250,000.00	250,000.00	.0
	TOTAL GRANTS	.00	.00	250,000.00	250,000.00	.0

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>INTERGOVERNMENTAL</u>						
10-335-130	GRAND CNTY ROAD & BRIDGE	.00	2,343.00	9,520.00	7,177.00	24.6
10-335-200	HIGHWAY USER TAX FUND	2,663.85	12,404.19	31,952.00	19,547.81	38.8
10-335-800	CONSERVATION TRUST FUND	672.44	1,529.15	3,000.00	1,470.85	51.0
10-335-900	OTHER INTERGOVERNMENTAL	.00	.00	1,000.00	1,000.00	.0
	TOTAL INTERGOVERNMENTAL	3,336.29	16,276.34	45,472.00	29,195.66	35.8
<u>CHARGES FOR SERVICES</u>						
10-341-200	CEMETERY	3,650.00	5,650.00	12,000.00	6,350.00	47.1
10-341-202	CEMETERY GRANTS AND DONATION	.00	.00	.00	.00	.0
10-341-300	ZONING & SUBDIVISION REVIEW	100.00	5,178.56	2,000.00	(3,178.56)	258.9
10-341-400	ATTAINABLE HOUSING FEE	4,139.00	5,686.00	2,000.00	(3,686.00)	284.3
10-341-500	EV CHARGING STATION REVENUE	456.96	1,243.00	4,000.00	2,757.00	31.1
10-341-600	FUEL DEPOT SURCHARGE	225.42	1,544.61	2,000.00	455.39	77.2
10-341-700	COPIES/FAXES/SODA	.00	8.00	.00	(8.00)	.0
10-341-850	NIGHTLY RENTAL APP FEE \$165	495.00	2,640.00	5,000.00	2,360.00	52.8
10-341-900	CEMETERY EXCAVATING FEE	525.00	875.00	6,000.00	5,125.00	14.6
	TOTAL CHARGES FOR SERVICES	9,591.38	22,825.17	33,000.00	10,174.83	69.2
<u>GRAND LAKE CENTER REVENUES</u>						
10-350-101	GL CENTER - RENTAL FEES	317.00	8,247.00	15,000.00	6,753.00	55.0
10-350-111	GL CENTER - (T) MERCH SALES	.00	.00	.00	.00	.0
10-350-115	GL CENTER - (N) MERCH SALES	.00	.00	.00	.00	.0
10-350-121	GL CENTER - MEMBERSHIPS	10,284.50	40,526.50	40,000.00	(526.50)	101.3
10-350-131	GL CENTER - REC FEES	1,297.00	7,479.50	12,000.00	4,520.50	62.3
10-350-132	GL CENTER GOLF SIM REVENUE	40.00	330.00	.00	(330.00)	.0
10-350-201	GL CENTER - DONATIONS	.00	784.00	.00	(784.00)	.0
	TOTAL GRAND LAKE CENTER REVENUES	11,938.50	57,367.00	67,000.00	9,633.00	85.6
<u>FINES AND FORFEITURES</u>						
10-351-100	ORDINANCE/TRAFFIC FINES	.00	160.00	1,500.00	1,340.00	10.7
	TOTAL FINES AND FORFEITURES	.00	160.00	1,500.00	1,340.00	10.7
<u>FEES AND LEASES</u>						
10-353-180	RENT - VISITORS CENTER	625.00	1,875.00	2,500.00	625.00	75.0
	TOTAL FEES AND LEASES	625.00	1,875.00	2,500.00	625.00	75.0

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>INVESTMENT INCOME</u>					
10-355-100 INTEREST REVENUE	10,351.96	54,962.19	10,000.00	(44,962.19)	549.6
TOTAL INVESTMENT INCOME	10,351.96	54,962.19	10,000.00	(44,962.19)	549.6
<u>OTHER</u>					
10-360-110 SALE OF ASSETS	.00	29,130.00	25,000.00	(4,130.00)	116.5
10-360-130 MUNICIPAL FEE	.00	10.29	.00	(10.29)	.0
10-360-140 RENT - LAND, BUILDINGS	145.00	3,890.00	4,000.00	110.00	97.3
10-360-160 RENT - ENTERPRISE FUND SITES	.00	.00	2.00	2.00	.0
10-360-200 MISC. REVENUES - GENERAL	305.00	10,645.40	.00	(10,645.40)	.0
10-360-350 MSOB REVENUE	.00	.00	.00	.00	.0
TOTAL OTHER	450.00	43,675.69	29,002.00	(14,673.69)	150.6
<u>CAPITAL SPECIFIC</u>					
10-377-140 GRANTS - CAPITAL	.00	.00	.00	.00	.0
10-377-145 COMMUNITY HOUSE UPGRADES GRANT	.00	.00	.00	.00	.0
10-377-160 SPACE TO CREATE REVENUE	.00	.00	.00	.00	.0
10-377-165 REVITALIZING MAIN STREET REV	.00	.00	.00	.00	.0
10-377-166 EV GRANT REVENUE	.00	.00	.00	.00	.0
10-377-170 INSURANCE PROCEEDS DOCK	.00	202,241.00	202,241.00	.00	100.0
10-377-175 COLORADO TREE CO REVENUE	.00	.00	.00	.00	.0
TOTAL CAPITAL SPECIFIC	.00	202,241.00	202,241.00	.00	100.0
TOTAL FUND REVENUE	215,974.64	1,345,099.78	3,620,581.00	2,275,481.22	37.2

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CEMETERY COMMITTEE</u>					
10-410-211 CEMETERY SUPPLIES/MISC EXP	18.37	18.37	2,000.00	1,981.63	.9
10-410-215 GRAVE MARKERS	.00	.00	1,000.00	1,000.00	.0
10-410-242 CEMETERY MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
TOTAL CEMETERY COMMITTEE	18.37	18.37	8,000.00	7,981.63	.2
 <u>PC/BOA</u>					
10-412-211 GENERAL OFFICE SUPPLIES	.00	(225.00)	300.00	525.00	(75.0)
10-412-311 POSTAGE/ADS/LEGAL NOTICES	30.80	639.47	1,000.00	360.53	64.0
10-412-314 PURCHASED SERVICES	118.75	4,238.75	18,000.00	13,761.25	23.6
10-412-319 MISC.-PLANNING COMMISSION/BOA	.00	.00	300.00	300.00	.0
10-412-320 COMPUTER HARDWARE	.00	.00	1,000.00	1,000.00	.0
10-412-351 PLANNING LEGAL SERVICES	.00	6,142.05	10,000.00	3,857.95	61.4
10-412-370 TRAINING/TRAVEL	.00	1,130.43	6,000.00	4,869.57	18.8
10-412-380 COMP PLAN UPDATE	6,180.00	6,180.00	5,000.00	(1,180.00)	123.6
TOTAL PC/BOA	6,329.55	18,105.70	41,600.00	23,494.30	43.5
 <u>BOARD OF TRUSTEES</u>					
10-413-142 WORKERS' COMPENSATION	118.50	366.50	400.00	33.50	91.6
10-413-143 BOT COMPENSATION	1,243.65	2,543.65	.00	(2,543.65)	.0
10-413-211 OFFICE/MEETING SUPPLIES	193.87	1,169.28	5,000.00	3,830.72	23.4
10-413-215 ELECTIONS	.00	.00	2,500.00	2,500.00	.0
10-413-316 DUES/MEMBERSHIPS	.00	16,564.00	18,000.00	1,436.00	92.0
10-413-370 TRAINING/TRAVEL	.00	303.50	7,500.00	7,196.50	4.1
10-413-460 LONG RANGE/MISC	.00	.00	500.00	500.00	.0
10-413-461 APPRECIATION PROGRAM	.00	.00	9,000.00	9,000.00	.0
10-413-462 COMPUTER EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
10-413-463 WATER QUALITY ISSUES	.00	.00	.00	.00	.0
10-413-465 COMPUTER SOFTWARE	.00	573.92	1,200.00	626.08	47.8
10-413-728 MISCELLANEOUS DONATIONS	.00	5,000.00	13,750.00	8,750.00	36.4
10-413-843 ROCKY MTN REP THEATRE	.00	.00	1,350.00	1,350.00	.0
10-413-859 GRAND FOUNDATION	.00	51,500.00	50,000.00	(1,500.00)	103.0
10-413-870 BOARD CONTINGENCY	.00	.00	250.00	250.00	.0
TOTAL BOARD OF TRUSTEES	1,556.02	78,020.85	111,950.00	33,929.15	69.7

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

<i>Section 10, Item A.</i>

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GREENWAYS COMMITTEE</u>					
10-414-211 GENERAL SUPPLIES	674.65	2,494.18	10,334.00	7,839.82	24.1
10-414-238 TREES/SHRUBS/PLANTINGS	1,237.75	1,537.75	10,334.00	8,796.25	14.9
10-414-241 ARBOR DAY SUPPLIES	.00	.00	250.00	250.00	.0
10-414-319 CONTRACT LABOR	8,478.00	8,478.00	48,000.00	39,522.00	17.7
10-414-726 MISCELLANEOUS SERVICES	.00	.00	.00	.00	.0
10-414-870 CONTINGENCY	.00	.00	.00	.00	.0
TOTAL GREENWAYS COMMITTEE	10,390.40	12,509.93	68,918.00	56,408.07	18.2

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>ADMINISTRATION</u>					
10-415-100	33,028.91	183,324.94	378,347.00	195,022.06	48.5
10-415-103	461.93	1,014.06	500.00	(514.06)	202.8
10-415-105	.00	.00	7,000.00	7,000.00	.0
10-415-110	.00	.00	.00	.00	.0
10-415-130	.00	.00	1,925.00	1,925.00	.0
10-415-132	2,949.59	17,483.45	30,268.00	12,784.55	57.8
10-415-133	(625.43)	16,846.31	81,120.00	64,273.69	20.8
10-415-134	825.00	3,025.00	6,600.00	3,575.00	45.8
10-415-135	(.30)	30,987.58	66,000.00	35,012.42	47.0
10-415-136	570.81	8,432.11	8,400.00	(32.11)	100.4
10-415-141	(44.90)	70.36	1,135.00	1,064.64	6.2
10-415-142	1,489.55	6,918.65	3,600.00	(3,318.65)	192.2
10-415-143	2,221.59	12,330.06	23,457.00	11,126.94	52.6
10-415-144	679.67	3,875.56	5,486.00	1,610.44	70.6
10-415-145	.00	.00	.00	.00	.0
10-415-211	651.68	4,176.25	8,000.00	3,823.75	52.2
10-415-215	4,407.89	12,711.91	22,000.00	9,288.09	57.8
10-415-220	.00	.00	7,000.00	7,000.00	.0
10-415-226	173.00	1,211.00	3,000.00	1,789.00	40.4
10-415-231	143.42	572.24	1,200.00	627.76	47.7
10-415-232	2,710.68	2,738.09	1,000.00	(1,738.09)	273.8
10-415-233	403.89	1,092.79	2,500.00	1,407.21	43.7
10-415-237	.00	1,739.86	11,000.00	9,260.14	15.8
10-415-238	.00	318.48	1,500.00	1,181.52	21.2
10-415-311	1,442.98	4,241.03	5,000.00	758.97	84.8
10-415-312	3,101.24	20,149.87	50,000.00	29,850.13	40.3
10-415-314	32.17	622.50	5,000.00	4,377.50	12.5
10-415-316	160.00	925.93	1,650.00	724.07	56.1
10-415-318	.00	.00	.00	.00	.0
10-415-319	.00	1,865.00	3,200.00	1,335.00	58.3
10-415-330	6.50	216.43	1,500.00	1,283.57	14.4
10-415-341	471.62	2,719.02	4,000.00	1,280.98	68.0
10-415-342	.00	639.60	1,000.00	360.40	64.0
10-415-343	.00	531.00	1,200.00	669.00	44.3
10-415-344	1,127.65	5,017.43	7,500.00	2,482.57	66.9
10-415-345	142.91	2,856.10	6,000.00	3,143.90	47.6
10-415-346	.00	2,100.00	800.00	(1,300.00)	262.5
10-415-347	305.00	305.00	.00	(305.00)	.0
10-415-351	3,289.00	28,221.00	30,000.00	1,779.00	94.1
10-415-352	.00	8,950.00	8,500.00	(450.00)	105.3
10-415-353	.00	.00	500.00	500.00	.0
10-415-355	130.00	650.00	10,000.00	9,350.00	6.5
10-415-370	942.18	5,663.72	13,000.00	7,336.28	43.6
10-415-371	120.60	1,121.34	15,000.00	13,878.66	7.5
10-415-385	.00	.00	40,000.00	40,000.00	.0
10-415-386	.00	.00	10,000.00	10,000.00	.0
10-415-387	.00	.00	.00	.00	.0
10-415-393	.00	.00	250.00	250.00	.0
10-415-394	.00	.00	1,000.00	1,000.00	.0
10-415-513	8,551.20	24,429.17	27,000.00	2,570.83	90.5
10-415-514	.00	200.00	400.00	200.00	50.0
10-415-560	730.40	5,976.42	9,000.00	3,023.58	66.4

TOWN OF GRAND LAKE
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
10-415-721 CHAMBER SERVICE AGREEMENT	8,808.00	26,424.00	35,232.00	8,808.00	75.0
10-415-722 BLC FEE REMITTANCE	9,500.00	28,500.00	38,000.00	9,500.00	75.0
10-415-723 VISITOR CENTER REPAIRS & MAINT	.00	536.25	1,500.00	963.75	35.8
10-415-724 NRL VC OP	7,500.00	22,500.00	30,000.00	7,500.00	75.0
10-415-800 ATTAINABLE HOUSING EXPENSES	.00	7,608.24	12,000.00	4,391.76	63.4
10-415-870 CONTINGENCY - GENERAL ADMIN	7,841.14	13,490.69	11,000.00	(2,490.69)	122.6
10-415-875 MARKETING CONTINGENCY	.00	.00	.00	.00	.0
10-415-880 CHAMBER PUBLIC RELATIONS	2,500.00	7,500.00	10,000.00	2,500.00	75.0
10-415-885 TOWN EVENTS	3,250.00	8,250.00	12,500.00	4,250.00	66.0
10-415-886 MSOB EXPENSES	.00	.00	.00	.00	.0
10-415-887 CONTINENTAL DIVIDE TRAIL	212.50	212.50	2,500.00	2,287.50	8.5
TOTAL ADMINISTRATION	110,212.07	541,290.94	1,075,270.00	533,979.06	50.3
<u>ECONOMIC DEVELOPMENT GRANTS</u>					
10-416-100 TRAIL GROOMERS	.00	.00	30,000.00	30,000.00	.0
10-416-250 HEADWATERS TRAIL ASSOC- HTA	.00	5,000.00	5,000.00	.00	100.0
10-416-260 GRAND ART COUNCIL	.00	.00	.00	.00	.0
10-416-261 CREATIVE DISTRICT	.00	100,000.00	100,000.00	.00	100.0
TOTAL ECONOMIC DEVELOPMENT GRANTS	.00	105,000.00	135,000.00	30,000.00	77.8
<u>PUBLIC SAFETY</u>					
10-421-100 GROSS WAGES - PUBLIC SAFETY	.00	.00	.00	.00	.0
10-421-105 BONUS	.00	.00	.00	.00	.0
10-421-110 GROSS WAGES-PUBLIC SAFETY PT	.00	.00	.00	.00	.0
10-421-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-421-131 LONGEVITY BENEFIT	.00	.00	.00	.00	.0
10-421-132 ICMA TOWN PAID BENEFIT	.00	.00	.00	.00	.0
10-421-133 HEALTH/DENTAL-EMPLOYEE	.00	.00	.00	.00	.0
10-421-135 DEP HEALTH/DENTAL	.00	.00	.00	.00	.0
10-421-136 MEDICAL BENEFIT	.00	.00	.00	.00	.0
10-421-141 UNEMPLOYMENT INSURANCE	.00	.00	.00	.00	.0
10-421-142 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
10-421-143 SOCIAL SECURITY MATCH	.00	.00	.00	.00	.0
10-421-144 MEDICARE MATCH	.00	.00	.00	.00	.0
10-421-314 DISPATCH OPERATIONS	34,800.00	34,800.00	20,858.00	(13,942.00)	166.8
10-421-339 SHERIFF'S CONTRACT	.00	.00	257,000.00	257,000.00	.0
10-421-340 SPECIAL EVENT SECURITY	.00	.00	.00	.00	.0
TOTAL PUBLIC SAFETY	34,800.00	34,800.00	277,858.00	243,058.00	12.5

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	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC WORKS</u>					
10-431-100 GROSS WAGES - PUBLIC WORKS	36,175.82	193,180.09	345,630.00	152,449.91	55.9
10-431-103 OT/COMP TIME BUYOUT	2,002.37	16,608.56	40,000.00	23,391.44	41.5
10-431-105 BONUS	.00	.00	5,000.00	5,000.00	.0
10-431-111 ON CALL PAY	1,750.00	8,250.00	10,350.00	2,100.00	79.7
10-431-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-431-131 LONGEVITY	.00	.00	.00	.00	.0
10-431-132 ICMA TOWN PAID BENEFIT	1,799.53	8,730.69	20,000.00	11,269.31	43.7
10-431-133 HEALTH/DENTAL-EMPLOYEE	(363.46)	42,673.70	70,720.00	28,046.30	60.3
10-431-135 DEP HEALTH/DENTAL	(.03)	23,143.10	48,240.00	25,096.90	48.0
10-431-136 MEDICAL BENEFIT ALLOWANCE	387.51	2,873.03	4,800.00	1,926.97	59.9
10-431-141 UNEMPLOYMENT INSURANCE	23.54	444.28	1,157.00	712.72	38.4
10-431-142 WORKERS' COMPENSATION	4,717.25	15,693.75	35,000.00	19,306.25	44.8
10-431-143 SOCIAL SECURITY MATCH	2,562.15	14,478.40	23,909.00	9,430.60	60.6
10-431-144 MEDICARE MATCH	599.23	3,386.11	5,592.00	2,205.89	60.6
10-431-145 FAMILI BENEFIT PW	.00	.00	1,555.00	1,555.00	.0
10-431-222 GENERAL SUPPLIES	173.31	1,077.64	7,000.00	5,922.36	15.4
10-431-224 SAFETY SUPPLIES	3,864.24	4,241.72	7,000.00	2,758.28	60.6
10-431-226 VEHICLE SUPPLIES	1,091.75	1,091.75	4,000.00	2,908.25	27.3
10-431-227 SMALL TOOLS	.00	3,722.42	5,000.00	1,277.58	74.5
10-431-231 GAS/FUEL/LIQUIDS	1,993.62	18,366.09	30,000.00	11,633.91	61.2
10-431-232 VEHICLE MAINTENANCE	3,272.98	4,756.63	10,000.00	5,243.37	47.6
10-431-233 EQUIPMENT MAINTENANCE	4,956.78	12,674.81	25,000.00	12,325.19	50.7
10-431-235 TIRES/CHAINS	.00	4,765.24	15,000.00	10,234.76	31.8
10-431-236 MISC. BRIDGE WORK	.00	.00	5,000.00	5,000.00	.0
10-431-237 BUILDING MAINTENANCE	56.97	595.81	6,000.00	5,404.19	9.9
10-431-238 STREET LIGHT MAINTENANCE	.00	248.51	3,000.00	2,751.49	8.3
10-431-239 MISCELLANEOUS MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
10-431-242 ROAD MAINTENANCE	33.99	18,825.88	150,000.00	131,174.12	12.6
10-431-245 BOARDWALK MAINTENANCE	410.48	726.36	.00	(726.36)	.0
10-431-253 TREE REMOVAL	.00	.00	5,000.00	5,000.00	.0
10-431-254 TREE SPRAYING	.00	.00	4,000.00	4,000.00	.0
10-431-255 STORMWATER FILTER MAINTENANCE	.00	.00	20,000.00	20,000.00	.0
10-431-256 EV STATION MAINTENANCE	.00	.00	.00	.00	.0
10-431-312 COMPUTER SERVICES	105.96	617.64	3,000.00	2,382.36	20.6
10-431-314 ADS/BID NOTICES	.00	.00	2,000.00	2,000.00	.0
10-431-317 UNIFORM ALLOWANCE	425.00	1,875.00	2,940.00	1,065.00	63.8
10-431-318 TRASH/RECYCLE SERVICES	2,892.13	5,930.21	12,000.00	6,069.79	49.4
10-431-319 MISC. PURCHASED SERVICES	95.00	688.72	2,500.00	1,811.28	27.6
10-431-341 ELECTRIC UTILITY	195.36	5,343.52	12,000.00	6,656.48	44.5
10-431-343 WATER UTILITY	.00	294.00	700.00	406.00	42.0
10-431-344 TELEPHONE/INTERNET UTILITY	553.10	3,073.05	6,000.00	2,926.95	51.2
10-431-345 NATURAL GAS UTILITY	327.54	4,306.03	5,000.00	693.97	86.1
10-431-349 STREET LIGHT ELECTRIC UTILITY	1,427.65	4,384.43	20,000.00	15,615.57	21.9
10-431-354 ENGINEERING/SURVEYING SERVICES	.00	.00	5,000.00	5,000.00	.0
10-431-370 TRAINING/TRAVEL	4,054.59	5,762.47	5,000.00	(762.47)	115.3
10-431-399 EQUIP RENTAL	.00	.00	5,000.00	5,000.00	.0
10-431-400 CHRISTMAS LIGHTS	.00	11,875.00	50,000.00	38,125.00	23.8
10-431-870 CONTINGENCY- PUBLIC WORKS	.00	.00	.00	.00	.0
TOTAL PUBLIC WORKS	75,584.36	444,704.64	1,041,593.00	596,888.36	42.7

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	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GRAND LAKE CENTER EXPENDITURES</u>					
10-450-100 GROSS WAGES - GL CENTER	11,016.14	74,081.53	121,086.00	47,004.47	61.2
10-450-103 OT/COMP TIME BUYOUT	.00	.00	.00	.00	.0
10-450-105 BONUS	.00	.00	2,000.00	2,000.00	.0
10-450-110 GROSS WAGES-GLC PT/SEASONAL	.00	.00	20,800.00	20,800.00	.0
10-450-130 GLC MEMBERSHIP BENEFIT	.00	.00	770.00	770.00	.0
10-450-132 ICMA TOWN PAID BENEFIT	671.63	4,357.45	11,351.00	6,993.55	38.4
10-450-133 HEALTH/DENTAL-EMPLOYEE	(151.34)	17,335.90	32,953.00	15,617.10	52.6
10-450-135 DEP. HEALTH/DENTAL	.00	6,210.00	12,420.00	6,210.00	50.0
10-450-136 MEDICAL BENEFIT ALLOWANCE	.00	1,293.56	2,400.00	1,106.44	53.9
10-450-141 UNEMPLOYMENT INSURANCE	.00	161.02	426.00	264.98	37.8
10-450-142 WORKERS' COMPENSATION	854.95	2,644.85	3,000.00	355.15	88.2
10-450-143 SOCIAL SECURITY MATCH	713.94	4,072.15	8,797.00	4,724.85	46.3
10-450-144 MEDICARE MATCH	166.98	921.14	2,057.00	1,135.86	44.8
10-450-145 FAMILI BENEFIT (GLC)	.00	.00	545.00	545.00	.0
10-450-211 GEN OFFICE SUPPLIES	122.94	631.45	1,500.00	868.55	42.1
10-450-220 GENERAL OPERATING SUPPLIES	1,139.22	2,274.95	3,000.00	725.05	75.8
10-450-226 OFFICE EQUIP LEASE	82.32	411.60	1,200.00	788.40	34.3
10-450-233 OFFICE EQUIP MAINT	95.33	183.86	600.00	416.14	30.6
10-450-234 SIGNAGE	.00	.00	.00	.00	.0
10-450-235 FITNESS EQUIP MAINT	.00	780.00	1,500.00	720.00	52.0
10-450-236 MINOR/MISC EQUIPMENT	.00	1,746.67	1,000.00	(746.67)	174.7
10-450-237 BUILDING MAINTENANCE	.00	21,835.54	35,000.00	13,164.46	62.4
10-450-238 MINOR/MISC FURNISHINGS	683.07	1,241.07	2,000.00	758.93	62.1
10-450-239 MINOR INFRASTRUCTURE MAINT	.00	.00	2,000.00	2,000.00	.0
10-450-250 BACKFLOW MAINTENANCE	.00	.00	600.00	600.00	.0
10-450-252 RESALE SUPPLIES	.00	.00	.00	.00	.0
10-450-312 COMPUTER SERVICES	803.06	5,162.42	3,000.00	(2,162.42)	172.1
10-450-317 UNIFORM ALLOWANCE	.00	.00	.00	.00	.0
10-450-318 TRASH/RECYCLE SERVICES	.00	.00	.00	.00	.0
10-450-320 MARKETING	1,247.00	2,123.63	5,000.00	2,876.37	42.5
10-450-341 ELECTRIC UTILITY	1,061.33	5,769.16	15,000.00	9,230.84	38.5
10-450-342 SEWER UTILITY	.00	2,255.82	4,600.00	2,344.18	49.0
10-450-343 WATER UTILITY	.00	588.00	1,200.00	612.00	49.0
10-450-344 TELEPHONE/INTERNET/TV UTILITY	554.07	3,221.43	7,500.00	4,278.57	43.0
10-450-345 NATURAL GAS UTILITY	314.66	4,616.75	15,000.00	10,383.25	30.8
10-450-350 MAINTENANCE AGREEMENT	.00	.00	4,758.00	4,758.00	.0
10-450-351 LEGAL SERVICES	.00	.00	.00	.00	.0
10-450-352 AUDIT	.00	1,100.00	1,100.00	.00	100.0
10-450-355 PURCHASED PROFESSIONAL SERV.	.00	619.02	1,500.00	880.98	41.3
10-450-360 GLC SALES TAX	.00	.00	.00	.00	.0
10-450-361 GL OVER/SHORT CASH	.00	.00	.00	.00	.0
10-450-370 TRAINING/TRAVEL	.00	192.00	300.00	108.00	64.0
10-450-400 GOLF SIMULATOR EXPENSE	405.00	810.00	3,000.00	2,190.00	27.0
10-450-513 PROPERTY/CASUALTY INSURANCE	2,517.06	7,551.18	10,000.00	2,448.82	75.5
10-450-755 EXERCISE EQUIPMENT	145.00	897.32	4,000.00	3,102.68	22.4
10-450-869 SUMMER CAMP	10,000.00	10,000.00	30,000.00	20,000.00	33.3
10-450-870 CONTINGENCY - GL CENTER	.00	552.59	.00	(552.59)	.0
TOTAL GRAND LAKE CENTER EXPENDITUR	32,442.36	185,642.06	372,963.00	187,320.94	49.8

TOWN OF GRAND LAKE
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<u>PARKS</u>					
10-452-100 GROSS WAGES - PARKS	.00	.00	50,776.00	50,776.00	.0
10-452-103 OT/COMP TIME BUYOUT	.00	.00	.00	.00	.0
10-452-105 BONUS	.00	.00	.00	.00	.0
10-452-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-452-131 LONGEVITY	.00	.00	.00	.00	.0
10-452-132 ICMA TOWN PAID BENEFIT	.00	.00	4,062.00	4,062.00	.0
10-452-133 HEALTH/DENTAL-EMPLOYEE	.00	.00	12,480.00	12,480.00	.0
10-452-135 DEP. HEALTH/DENTAL	.00	.00	4,397.00	4,397.00	.0
10-452-136 MEDICAL BENEFIT ALLOWANCE	.00	.00	1,013.00	1,013.00	.0
10-452-141 UNEMPLOYMENT INSURANCE	.00	.00	152.00	152.00	.0
10-452-142 WORKERS' COMPENSATION	.00	.00	2,700.00	2,700.00	.0
10-452-143 SOCIAL SECURITY MATCH	.00	.00	3,148.00	3,148.00	.0
10-452-144 MEDICARE MATCH	.00	.00	736.00	736.00	.0
10-452-145 FAMILI BENEFIT PARKS	.00	.00	228.00	228.00	.0
10-452-220 OPERATING SUPPLIES	12,065.12	14,889.95	35,000.00	20,110.05	42.5
10-452-226 SMALL EQUIPMENT	1,888.30	1,888.30	5,000.00	3,111.70	37.8
10-452-227 SMALL TOOLS	585.00	2,184.70	2,500.00	315.30	87.4
10-452-232 BEAR-RESISTANT CANS MAINT	.00	.00	2,500.00	2,500.00	.0
10-452-233 EQUIPMENT MAINTENANCE	1,421.46	1,421.46	2,500.00	1,078.54	56.9
10-452-234 INFORMATION SIGNS	.00	96.23	2,500.00	2,403.77	3.9
10-452-235 GREENBELT MAINTENANCE	.00	.00	7,000.00	7,000.00	.0
10-452-236 SAND & DREDGE	1,387.50	1,387.50	5,000.00	3,612.50	27.8
10-452-237 BUILDING MAINTENANCE	2,630.66	6,393.50	55,000.00	48,606.50	11.6
10-452-238 DOCK MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
10-452-239 MISCELLANEOUS MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
10-452-243 BENCHES/PLANTERS/FENCES	3,446.59	3,996.60	5,000.00	1,003.40	79.9
10-452-244 THOMASSON PARK MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
10-452-248 IRRIGATION SYSTEM MAINTENANCE	486.46	1,313.30	4,000.00	2,686.70	32.8
10-452-250 BACKFLOW MAINTENANCE	1,390.77	1,390.77	3,000.00	1,609.23	46.4
10-452-317 UNIFORM ALLOWANCE	.00	.00	660.00	660.00	.0
10-452-319 MISCELLANEOUS SERVICES	450.00	1,200.00	3,000.00	1,800.00	40.0
10-452-341 ELECTRIC UTILITY	767.57	3,959.49	6,500.00	2,540.51	60.9
10-452-342 SEWER UTILITY	.00	282.90	540.00	257.10	52.4
10-452-343 WATER UTILITY	.00	4,829.60	13,000.00	8,170.40	37.2
10-452-345 NATURAL GAS UTILITY	315.89	2,927.97	4,000.00	1,072.03	73.2
10-452-399 EQUIPMENT RENTAL	.00	835.00	5,600.00	4,765.00	14.9
10-452-400 GRAND AVENUE GARDENS	.00	.00	.00	.00	.0
10-452-450 PARK IMPROVEMENTS	3,312.54	5,804.02	10,000.00	4,195.98	58.0
10-452-870 CONTINGENCY - PARKS	.00	.00	.00	.00	.0
10-452-961 MEMORIAL BENCHES	.00	.00	.00	.00	.0
TOTAL PARKS	30,147.86	54,801.29	285,992.00	231,190.71	19.2
<u>DEPARTMENT 460</u>					
10-460-750 FIREWORKS	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 460	.00	.00	.00	.00	.0

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<u>ADMIN CERTIFICATE OF PARTICIPA</u>						
10-815-982	LAND ACQUISITION - PRINCIPAL	.00	.00	90,000.00	90,000.00	.0
10-815-983	LAND ACQUISITION-INTEREST	19,806.60	19,806.60	39,615.00	19,808.40	50.0
	TOTAL ADMIN CERTIFICATE OF PARTICIPA	19,806.60	19,806.60	129,615.00	109,808.40	15.3
<u>PUBLIC WORKS DEBT SERVICE</u>						
10-831-500	CAPITAL EQUIP LEASE PRINCIPAL	.00	.00	.00	.00	.0
10-831-510	CAPITAL EQUIP LEASE INTEREST	.00	.00	.00	.00	.0
	TOTAL PUBLIC WORKS DEBT SERVICE	.00	.00	.00	.00	.0
<u>ADMIN CAPITAL</u>						
10-915-922	ADMIN CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
10-915-923	TOWN HALL CAPITAL OUTLAY	.00	23,743.04	25,000.00	1,256.96	95.0
10-915-950	SPACE TO CREATE EXPENDITURES	.00	.00	.00	.00	.0
10-915-986	REPLACEMENT VEHICLE	.00	.00	.00	.00	.0
	TOTAL ADMIN CAPITAL	.00	23,743.04	25,000.00	1,256.96	95.0
<u>PUBLIC WORKS CAPITAL</u>						
10-931-910	CAPITAL EQUIPMENT PURCHASE	15,010.00	126,652.16	120,000.00	(6,652.16)	105.5
10-931-911	CAPITALIZED EQUIPMENT REPAIR	.00	.00	.00	.00	.0
10-931-921	PAVING	.00	.00	100,000.00	100,000.00	.0
10-931-922	DRAINAGE	.00	.00	50,000.00	50,000.00	.0
10-931-923	TOWN SHOP CAPITAL OUTLAY	.00	.00	.00	.00	.0
10-931-972	W PORTAL BRIDGE REHAB	.00	.00	.00	.00	.0
10-931-973	PUBLIC WAY FINDING SIGNS	.00	.00	5,000.00	5,000.00	.0
10-931-974	STREETScape PROJECT FUNDING	.00	.00	.00	.00	.0
	TOTAL PUBLIC WORKS CAPITAL	15,010.00	126,652.16	275,000.00	148,347.84	46.1
<u>PARKS CAPITAL</u>						
10-952-500	DOCK IMPROVEMENTS	.00	96,323.22	160,516.00	64,192.78	60.0
10-952-600	COMMUNITY HOUSE UPGRADES EXPEN	.00	339.92	.00	(339.92)	.0
10-952-970	LAND PURCHASE	.00	.00	.00	.00	.0
10-952-971	PARK IMPROVEMENTS	3,632.00	7,264.00	250,000.00	242,736.00	2.9
10-952-972	BOARDWALKS	.00	.00	.00	.00	.0
10-952-995	LAKEFRONT IMPROVEMENTS	.00	.00	.00	.00	.0
10-952-996	REVITALIZING MAIN STREET EXP	.00	.00	.00	.00	.0
	TOTAL PARKS CAPITAL	3,632.00	103,927.14	410,516.00	306,588.86	25.3

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

<i>Section 10, Item A.</i>

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
TOTAL FUND EXPENDITURES	339,929.59	1,749,022.72	4,259,275.00	2,510,252.28	41.1
NET REVENUE OVER EXPENDITURES	(123,954.95)	(403,922.94)	(638,694.00)	(234,771.06)	(63.2)

TOWN OF GRAND LAKE
 BALANCE SHEET
 JUNE 30, 2023

Section 10, Item A.

WATER FUND

ASSETS

20-100000	CASH IN COMBINED CASH FUND	191,283.82	
20-101000	US BANK	275,819.54	
20-102000	CSAFE	68,876.18	
20-109100	COLOTRUST	1,590,122.07	
20-117000	ACCTS RECEIVABLE/WATER SALES	7,657.84	
20-117099	ACCTS RECEIVABLE-OTHER	.00	
20-117500	ACCOUNTS RECIVABLE - AR	33,088.20	
20-118000	ASSET - LAND	2,270.00	
20-119000	ASSET - DISTRIBUTION SYSTEM	2,831,627.28	
20-122000	ASSET-TREATMENT FACILITY	145,465.94	
20-124000	ASSET - WELLS	109,870.82	
20-125000	ASSET-TANK RESERVOIR	1,466,565.72	
20-126000	ASSET-EQUIPMENT	412,890.69	
20-127000	ASSET-METERS/INSTL IN PROGRESS	.00	
20-128000	ASSET-CONSTRUCTION IN PROGRESS	.00	
20-129000	ACCUM. DEPRECIATION/ALL PRPRTY	(2,987,265.55)	
20-133000	ASSET/BLDG-TOWN HALL	26,934.62	
20-135000	DUE FROM GENERAL FUND	.00	
20-136000	DUE FROM MARINA FUND	.00	
20-143100	PREPAID EXPENSES	.00	
	TOTAL ASSETS		4,175,207.17

LIABILITIES AND EQUITY

LIABILITIES

20-200000	ACCOUNTS PAYABLE GENERAL	3,250.35	
20-201001	DWRP PAYABLE-PRINCIPAL	1,257,945.86	
20-217100	SOCIAL SECURITY PAYABLE	(.01)	
20-217200	FEDERAL W/H PAYABLE	.00	
20-217300	STATE TAX W/H PAYABLE	.00	
20-217400	MEDICARE WITHHOLDING	.01	
20-217500	SUTA PAYABLE	.00	
20-217600	WC PAYABLE	.00	
20-218100	HEALTH/DENTAL/VISION	.00	
20-219100	FLEX MEDICAL	.00	
20-219200	MEDICAL BENEFIT PAYABLE	.00	
20-220000	ICMA W/H PAYABLE	.00	
20-221000	ICMA LOAN PAYABLE	.00	
20-221001	ICMA/ROTH IRA	.00	
20-222000	DEFERRED REVENUE-PREPAID FEES	11,072.73	
20-223000	ACCRUED VACATION PAYABLE	42,387.57	
20-231000	DUE TO G.F. FROM WATER FUND	.00	
	TOTAL LIABILITIES		1,314,656.51

FUND EQUITY

20-275000	UNAPPROP. RETAINED EARNINGS	(956,177.74)	
20-281000	CIP RESERVE	1,526,004.00	
20-287000	CONTRIBUTED CAPITAL EQUITY	2,215,142.08	

TOWN OF GRAND LAKE
BALANCE SHEET
JUNE 30, 2023

Section 10, Item A.

WATER FUND

UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>75,582.32</u>	
BALANCE - CURRENT DATE		<u>75,582.32</u>
TOTAL FUND EQUITY		<u>2,860,550.66</u>
TOTAL LIABILITIES AND EQUITY		<u><u>4,175,207.17</u></u>

TOWN OF GRAND LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>WATER REVENUES</u>					
20-344-100 WATER SALES	287.00	333,450.65	675,000.00	341,549.35	49.4
20-344-105 HP NET METER REVENUE	.00	.00	.00	.00	.0
20-344-110 TAP FEES - CAPITAL	13,000.00	45,500.00	32,500.00	(13,000.00)	140.0
20-344-120 RESALE METERS INCOME	33,583.80	37,091.40	3,000.00	(34,091.40)	1236.4
20-344-140 INTEREST REVENUE	7,137.54	40,172.67	10,000.00	(30,172.67)	401.7
20-344-150 SALE/TRADE-IN OF ASSETS	.00	.00	.00	.00	.0
20-344-160 MISC. REVENUES	.00	.00	.00	.00	.0
20-344-190 BULK WATER PERMITS	225.00	275.00	500.00	225.00	55.0
20-344-200 CAPITAL LEASE PROCEEDS	.00	.00	.00	.00	.0
20-344-260 REIMBURSEMENT INCOME	.00	.00	.00	.00	.0
TOTAL WATER REVENUES	54,233.34	456,489.72	721,000.00	264,510.28	63.3
TOTAL FUND REVENUE	54,233.34	456,489.72	721,000.00	264,510.28	63.3

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>WATER OPERATIONS</u>					
20-430-100	GROSS WAGES - WATER	24,142.43	137,273.61	257,000.00	119,726.39 53.4
20-430-103	OT/COMP TIME BUYOUT	26.56	110.48	5,000.00	4,889.52 2.2
20-430-105	BONUS	.00	.00	2,500.00	2,500.00 .0
20-430-110	GROSS WAGES-WATER PT/SEASONAL	.00	.00	.00	.00 .0
20-430-111	ON CALL PAY	1,750.00	9,200.00	13,000.00	3,800.00 70.8
20-430-119	YEAR END LEAVE EXPENSE	.00	.00	.00	.00 .0
20-430-130	GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00 .0
20-430-132	ICMA TOWN PAID BENEFIT	767.44	4,010.70	20,960.00	16,949.30 19.1
20-430-133	HEALTH/DENTAL-EMPLOYEE	(32.64)	29,671.12	46,800.00	17,128.88 63.4
20-430-135	DEP HEALTH/DENTAL	.00	2,699.76	5,400.00	2,700.24 50.0
20-430-136	MEDICAL BENEFIT ALLOWANCE	1,393.02	1,830.34	3,600.00	1,769.66 50.8
20-430-141	UNEMPLOYMENT INSURANCE	51.58	451.08	786.00	334.92 57.4
20-430-142	WORKERS' COMPENSATION	3,474.50	9,909.50	21,000.00	11,090.50 47.2
20-430-143	SOCIAL SECURITY MATCH	1,658.97	9,339.15	16,244.00	6,904.85 57.5
20-430-144	MEDICARE MATCH	255.47	1,388.99	3,799.00	2,410.01 36.6
20-430-145	FAMILI BENIFIT	.00	.00	.00	.00 .0
20-430-210	OFFICE SUPPLIES	3.29	3.29	1,500.00	1,496.71 .2
20-430-211	COMPUTER SUPPLIES	134.90	134.90	22,000.00	21,865.10 .6
20-430-215	COMPUTER SOFTWARE	.00	1,683.00	7,000.00	5,317.00 24.0
20-430-220	COMPUTER HARDWARE	.00	.00	2,500.00	2,500.00 .0
20-430-221	CHEMICALS	2,532.02	10,970.09	13,000.00	2,029.91 84.4
20-430-222	LAB SUPPLIES/EQUIPMENT	.00	246.96	1,500.00	1,253.04 16.5
20-430-223	WELL/PLANT SUPPLIES	.00	6.87	600.00	593.13 1.2
20-430-225	METER PARTS	.00	.00	500.00	500.00 .0
20-430-227	SMALL EQUIPMENT/TOOLS	.00	.00	600.00	600.00 .0
20-430-228	SAFETY EQUIPMENT	.00	.00	1,000.00	1,000.00 .0
20-430-229	MISC OPERATING SUPPLIES	.00	36.99	100.00	63.01 37.0
20-430-231	GAS/FUEL/FLUIDS	367.52	1,935.44	2,500.00	564.56 77.4
20-430-232	VEHICLE MAINTENANCE	852.98	3,962.34	2,500.00	(1,462.34) 158.5
20-430-233	EQUIPMENT MAINTENANCE	.00	95.80	5,000.00	4,904.20 1.9
20-430-234	WELL/PLANT MAINTENANCE	.00	419.52	3,000.00	2,580.48 14.0
20-430-235	TIRES & CHAINS	.00	.00	1,200.00	1,200.00 .0
20-430-237	BUILDING MAINTENANCE	.00	27.98	1,000.00	972.02 2.8
20-430-238	DISTRIBUTION LINE MAINTENANCE	8,540.63	9,771.05	25,000.00	15,228.95 39.1
20-430-239	MISC. MAINTENANCE	.00	.00	150.00	150.00 .0
20-430-240	ROAD MATERIALS	.00	.00	3,000.00	3,000.00 .0
20-430-241	MOTORS & PUMPS	.00	1,470.00	2,500.00	1,030.00 58.8
20-430-251	RESALE PARTS	.00	.00	150.00	150.00 .0
20-430-252	RESALE METERS EXPENSE	.00	8,028.38	.00	(8,028.38) .0
20-430-253	COGS-METER	.00	.00	6,000.00	6,000.00 .0
20-430-310	MISC SERVICE FEES	.00	.00	.00	.00 .0
20-430-311	POSTAGE/FREIGHT	.00	.00	1,500.00	1,500.00 .0
20-430-314	LEGAL NOTICES/ADS	.00	589.56	300.00	(289.56) 196.5
20-430-316	MEMBERSHIPS	.00	300.00	500.00	200.00 60.0
20-430-317	UNIFORM ALLOWANCE	125.00	600.00	3,900.00	3,300.00 15.4
20-430-318	TESTING SERVICES	.00	.00	3,000.00	3,000.00 .0
20-430-319	MISCELLANEOUS SERVICES	.00	.00	100.00	100.00 .0
20-430-320	TELEMETRY MAINTENANCE	85.00	510.00	1,000.00	490.00 51.0
20-430-321	COMPUTER SYSTEM SUPPORT	916.46	7,300.20	12,000.00	4,699.80 60.8
20-430-330	BANK FEES	38.22	161.88	700.00	538.12 23.1
20-430-341	ELECTRIC UTILITY	2,796.27	15,467.32	23,000.00	7,532.68 67.3
20-430-344	TELEPHONE UTILITY	217.08	1,260.21	2,500.00	1,239.79 50.4

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
20-430-345 NATURAL GAS UTILITY	447.47	4,205.37	7,000.00	2,794.63	60.1
20-430-347 INTERNET SERVICE	.00	.00	.00	.00	.0
20-430-351 LEGAL SERVICES	.00	.00	600.00	600.00	.0
20-430-352 AUDIT	.00	3,000.00	3,000.00	.00	100.0
20-430-354 SYSTEM ANALYSIS/ENG & SURVEY	.00	402.50	5,000.00	4,597.50	8.1
20-430-355 STATE FEES	.00	.00	.00	.00	.0
20-430-370 TRAINING/TRAVEL	.00	392.43	2,000.00	1,607.57	19.6
20-430-513 PROPERTY/CASUALTY INSURANCE	3,849.63	11,548.89	17,000.00	5,451.11	67.9
20-430-514 POSITION BONDS	.00	.00	100.00	100.00	.0
20-430-700 DEPRECIATION RESERVE	.00	.00	.00	.00	.0
20-430-870 CONTINGENCY-OPERATIONS	.00	.00	1,000.00	1,000.00	.0
TOTAL WATER OPERATIONS	54,393.80	290,415.70	582,589.00	292,173.30	49.9
 <u>WATER DEBT SERVICE</u>					
20-830-640 DWRP LOAN - PRINCIPAL	.00	34,814.57	69,977.00	35,162.43	49.8
20-830-645 DWRP LOAN - INTEREST	.00	12,579.46	24,811.00	12,231.54	50.7
TOTAL WATER DEBT SERVICE	.00	47,394.03	94,788.00	47,393.97	50.0
 <u>WATER CAPITAL</u>					
20-930-994 SYSTEM UPGRADES	.00	.00	.00	.00	.0
20-930-995 CAPITAL CONTINGENCY	.00	.00	.00	.00	.0
20-930-997 CAPITAL DIRECT PURCHASE	.00	43,097.67	48,000.00	4,902.33	89.8
20-930-999 CONTRA CAPITAL OUTLAY	.00	.00	.00	.00	.0
TOTAL WATER CAPITAL	.00	43,097.67	48,000.00	4,902.33	89.8
 <u>DEPARTMENT 931</u>					
20-931-999 CONTRA DEBT SERVICE	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 931	.00	.00	.00	.00	.0
 TOTAL FUND EXPENDITURES	 54,393.80	 380,907.40	 725,377.00	 344,469.60	 52.5
 NET REVENUE OVER EXPENDITURES	 (160.46)	 75,582.32	 (4,377.00)	 (79,959.32)	 1726.8

TOWN OF GRAND LAKE
 BALANCE SHEET
 JUNE 30, 2023

Section 10, Item A.

MARINA FUND

ASSETS

40-100000	CASH IN COMBINED CASH FUND	275,046.79	
40-109100	COLOTRUST	433,914.28	
40-116000	PETTY CASH	525.00	
40-117000	ACCOUNTS RECEIVABLE	.00	
40-117500	ACCOUNTS RECIVABLE - AR	2,154.33	
40-118000	ASSET - BOATS	532,371.71	
40-118500	ASSET - BOATS-IN PROGRESS	.00	
40-119000	ASSET - OTHER	7,480.69	
40-123000	DUE TO MARINA FROM GF	.00	
40-129000	ACCUM DEPRECIATION/ALL PROP	(286,613.21)	
40-143100	PREPAID EXPENSES	.00	
	TOTAL ASSETS		964,879.59

LIABILITIES AND EQUITY

LIABILITIES

40-200000	ACCOUNTS PAYABLE GENERAL	(179.28)	
40-217000	WAGES PAYABLE	.00	
40-217100	SOCIAL SECURITY PAYABLE	.00	
40-217200	FEDERAL W/H PAYABLE	.00	
40-217300	STATE TAX W/H PAYABLE	.00	
40-217400	MEDICARE WITHHOLDING	.00	
40-217500	SUTA PAYABLE	.00	
40-217600	WC PAYABLE	.00	
40-218100	HEALTH/DENTAL/VISION	.00	
40-219100	FLEX MEDICAL	.00	
40-219200	MEDICAL BENEFIT PAYABLE	.00	
40-220000	ICMA W/H PAYABLE	.00	
40-221000	ICMA LOAN PAYABLE	.00	
40-221001	ICMA/ROTH IRA	.00	
40-223000	ACCRUED VACATION PAYABLE	2,073.34	
40-231000	DUE TO GF FROM MARINA	.00	
40-232000	DUE TO WATER FROM MARINA	.00	
	TOTAL LIABILITIES		1,894.06

FUND EQUITY

40-275000	UNAPPROP. RETAINED EARNINGS	1,031,998.57	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(69,013.04)	
	BALANCE - CURRENT DATE	(69,013.04)	
	TOTAL FUND EQUITY		962,985.53
	TOTAL LIABILITIES AND EQUITY		964,879.59

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

<i>Section 10, Item A.</i>

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>MARINA REVENUES</u>					
40-344-113 RENTALS (NON-TAXABLE)	49,830.00	65,190.01	300,000.00	234,809.99	21.7
40-344-115 TOURS	15,670.01	19,145.01	55,000.00	35,854.99	34.8
40-344-120 BUILDING SPACE RENTAL	1,254.33	1,254.33	3,584.00	2,329.67	35.0
40-344-145 KAYAK SLIP RENTAL	150.00	1,500.00	3,600.00	2,100.00	41.7
40-344-155 SUP SLIP RENTAL	4,954.33	6,754.33	900.00	(5,854.33)	750.5
40-344-160 MISC REVENUE	.00	.00	.00	.00	.0
40-344-170 INTEREST EARNED	1,859.10	10,470.94	4,000.00	(6,470.94)	261.8
40-344-180 BOAT DAMAGE	.00	.00	1,000.00	1,000.00	.0
40-344-200 SALE OF ASSETS	.00	.00	.00	.00	.0
40-344-220 CONTRIBUTED SERVICES	.00	.00	.00	.00	.0
TOTAL MARINA REVENUES	73,717.77	104,314.62	368,084.00	263,769.38	28.3
TOTAL FUND REVENUE	73,717.77	104,314.62	368,084.00	263,769.38	28.3

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MARINA OPERATIONS</u>					
40-460-100 GROSS WAGES - MARINA	7,858.58	36,429.78	71,500.00	35,070.22	51.0
40-460-103 OT/COMP TIME BUYOUT	5.52	5.52	1,500.00	1,494.48	.4
40-460-105 BONUS	.00	.00	1,000.00	1,000.00	.0
40-460-110 GROSS WAGES-MARINA PT/SEASONAL	25,135.19	27,066.58	130,000.00	102,933.42	20.8
40-460-119 ACCRUED LEAVE EXPENSE	.00	.00	.00	.00	.0
40-460-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
40-460-132 ICMA TOWN PAID BENEFIT	.00	.00	5,720.00	5,720.00	.0
40-460-133 HEALTH/DENTAL - EMPLOYEE	2,994.35	9,941.15	17,000.00	7,058.85	58.5
40-460-135 DEP HEALTH/DENTAL	.00	.00	.00	.00	.0
40-460-136 MEDICAL BENEFIT ALLOWANCE	333.00	1,568.00	1,200.00	(368.00)	130.7
40-460-141 UNEMPLOYMENT INSURANCE	187.24	304.97	609.00	304.03	50.1
40-460-142 WORKERS' COMPENSATION	3,150.00	9,297.00	20,000.00	10,703.00	46.5
40-460-143 SOCIAL SECURITY MATCH	2,044.82	3,935.98	12,586.00	8,650.02	31.3
40-460-144 MEDICARE MATCH	478.24	920.48	2,944.00	2,023.52	31.3
40-460-211 GENERAL OFFICE SUPPLIES	191.13	722.09	600.00	(122.09)	120.4
40-460-214 SMALL EQUIP/COMP HRDWARE	86.47	86.47	500.00	413.53	17.3
40-460-222 SHOP SUPPLIES	734.52	2,991.18	2,500.00	(491.18)	119.7
40-460-223 BOAT SUPPLIES	52.95	52.95	2,000.00	1,947.05	2.7
40-460-227 TOOLS	109.08	109.08	500.00	390.92	21.8
40-460-231 FUEL	108.19	108.19	10,000.00	9,891.81	1.1
40-460-232 VEHICLE MAINTENANCE	62.37	62.37	500.00	437.63	12.5
40-460-233 EQUIPMENT (BOAT) MAINTENANCE	2,339.76	4,659.76	15,000.00	10,340.24	31.1
40-460-237 BUILDING/FACILITY MAINTENANCE	1,034.33	1,736.06	2,000.00	263.94	86.8
40-460-301 CONTRIBUTIONS	.00	.00	.00	.00	.0
40-460-312 COMPUTER SERVICES	324.40	1,988.80	2,000.00	11.20	99.4
40-460-314 ADS AND LEGAL NOTICES	.00	474.00	2,000.00	1,526.00	23.7
40-460-316 DUES/MEMBERSHIPS	325.00	325.00	275.00	(50.00)	118.2
40-460-317 UNIFORMS	552.03	552.03	1,000.00	447.97	55.2
40-460-318 MISCELLANEOUS SERVICES	89.60	89.60	300.00	210.40	29.9
40-460-320 MARKETING	.00	682.50	500.00	(182.50)	136.5
40-460-330 BANK/CREDIT CARD FEES	570.42	699.42	7,500.00	6,800.58	9.3
40-460-341 ELECTRIC UTILITY	52.37	274.86	800.00	525.14	34.4
40-460-342 SEWER UTILITY	.00	246.00	575.00	329.00	42.8
40-460-343 WATER UTILITY	.00	294.00	588.00	294.00	50.0
40-460-344 TELEPHONE/INTERNET UTILITY	448.92	2,271.26	1,200.00	(1,071.26)	189.3
40-460-350 BOAT REGISTRATION	70.25	71.24	900.00	828.76	7.9
40-460-351 LICENSES	.00	.00	100.00	100.00	.0
40-460-355 PURCHASED PROFESSIONAL SERV.	823.00	823.00	500.00	(323.00)	164.6
40-460-360 SALES TAX	.00	.00	.00	.00	.0
40-460-361 MARINA OVER/SHORT	.00	.00	.00	.00	.0
40-460-370 TRAINING/TRAVEL	373.20	373.20	500.00	126.80	74.6
40-460-510 LEGAL	.00	.00	.00	.00	.0
40-460-512 AUDIT	.00	1,500.00	1,500.00	.00	100.0
40-460-513 PROPERTY/CASUALTY INSURANCE	888.38	2,665.14	4,500.00	1,834.86	59.2
40-460-514 POSITION BONDS	.00	.00	300.00	300.00	.0
40-460-515 ENGINEERING/SURVEY	.00	.00	.00	.00	.0
40-460-516 SITE LEASE	.00	.00	1.00	1.00	.0
40-460-700 DEPRECIATION RESERVE	.00	.00	.00	.00	.0
40-460-750 FIREWORKS	.00	60,000.00	45,000.00	(15,000.00)	133.3
40-460-870 CONTINGENCY	.00	.00	6,000.00	6,000.00	.0
TOTAL MARINA OPERATIONS	51,423.31	173,327.66	373,698.00	200,370.34	46.4

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

<i>Section 10, Item A.</i>

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MARINA CAPITAL</u>					
40-960-610 CAPITAL EQUIPMENT	.00	.00	.00	.00	.0
40-960-750 CAPITAL CONTRIBS (INTERFUND)	.00	.00	.00	.00	.0
40-960-995 FACILITIES IMPROVEMENTS	.00	.00	80,000.00	80,000.00	.0
40-960-999 CONTRA CAPITAL OUTLAY	.00	.00	.00	.00	.0
TOTAL MARINA CAPITAL	.00	.00	80,000.00	80,000.00	.0
TOTAL FUND EXPENDITURES	51,423.31	173,327.66	453,698.00	280,370.34	38.2
NET REVENUE OVER EXPENDITURES	22,294.46	(69,013.04)	(85,614.00)	(16,600.96)	(80.6)

TOWN OF GRAND LAKE
 BALANCE SHEET
 JUNE 30, 2023

Section 10, Item A.

PAY-AS-YOU-THROW FUND

<u>ASSETS</u>			
50-100000	CASH IN COMBINED CASH FUND	183,794.03	
50-116000	PETTY CASH	50.00	
50-117000	ACCOUNTS RECEIVABLE	.00	
50-117500	ACCOUNTS RECVABLE - AR	1,668.14	
50-127000	ASSET - BAG INVENTORY	6,018.83	
50-143100	PREPAID EXPENSES	.00	
	TOTAL ASSETS		191,531.00
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
50-200000	ACCOUNTS PAYABLE GENERAL	.00	
50-223100	PREPAID ACCOUNTS	.00	
50-231000	DUE TO G.F. FROM PAYT	.00	
	TOTAL LIABILITIES		.00
<u>FUND EQUITY</u>			
50-275000	UNAPPROP. RETAINED EARNINGS	177,155.32	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	14,375.68	
	BALANCE - CURRENT DATE	14,375.68	
	TOTAL FUND EQUITY		191,531.00
	TOTAL LIABILITIES AND EQUITY		191,531.00

TOWN OF GRAND LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

PAY-AS-YOU-THROW FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>PAYT REVENUES</u>					
50-344-110 BAGS: DIRECT SALES (T)	104.00	925.00	4,000.00	3,075.00	23.1
50-344-115 BAGS: VENDOR PURCHASE (NT)	9,300.00	29,100.00	75,000.00	45,900.00	38.8
50-344-140 INTEREST REVENUE	.00	.00	300.00	300.00	.0
TOTAL PAYT REVENUES	9,404.00	30,025.00	79,300.00	49,275.00	37.9
TOTAL FUND REVENUE	9,404.00	30,025.00	79,300.00	49,275.00	37.9

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

PAY-AS-YOU-THROW FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PAYT OPERATIONS</u>					
50-470-200 BAGS FOR RESALE	(245.62)	3,850.38	2,300.00	(1,550.38)	167.4
50-470-250 COGS - BAGS	.00	.00	6,500.00	6,500.00	.0
50-470-300 DUMPSTER SERVICE	2,618.25	10,465.95	30,000.00	19,534.05	34.9
50-470-301 RECYCLING CONTRIBUTION	125.00	875.00	1,500.00	625.00	58.3
50-470-305 RECYCLING PROGRAM	.00	.00	5,000.00	5,000.00	.0
50-470-310 SITE LEASE	.00	.00	1.00	1.00	.0
50-470-312 COMPUTER SERVICES	.00	.00	450.00	450.00	.0
50-470-315 SITE MAINTENANCE	.00	7.99	25,000.00	24,992.01	.0
50-470-320 BUSINESS LICENSE	.00	.00	165.00	165.00	.0
50-470-350 SALES TAX	.00	.00	700.00	700.00	.0
50-470-512 AUDIT	.00	450.00	450.00	.00	100.0
50-470-870 CONTINGENCY	.00	.00	.00	.00	.0
TOTAL PAYT OPERATIONS	2,497.63	15,649.32	72,066.00	56,416.68	21.7
<u>PAYT CAPITAL</u>					
50-970-751 SITE IMPROVEMENTS	.00	.00	20,000.00	20,000.00	.0
TOTAL PAYT CAPITAL	.00	.00	20,000.00	20,000.00	.0
TOTAL FUND EXPENDITURES	2,497.63	15,649.32	92,066.00	76,416.68	17.0
NET REVENUE OVER EXPENDITURES	6,906.37	14,375.68	(12,766.00)	(27,141.68)	112.6

TOWN OF GRAND LAKE
 BALANCE SHEET
 JUNE 30, 2023

Section 10, Item A.

CAPITAL IMPROVEMENT FUND

<u>ASSETS</u>			
90-100000	CASH IN COMBINED CASH FUND	(4,402.04)	
90-109100	COLOTRUST	744,053.09	
90-117000	ACCOUNTS RECEIVABLE	57,615.08	
90-117500	ACCOUNTS RECIVABLE - AR	.00	
		<u> </u>	
	TOTAL ASSETS		<u><u>797,266.13</u></u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
90-200000	ACCOUNTS PAYABLE GENERAL	.00	
		<u> </u>	
	TOTAL LIABILITIES		.00
<u>FUND EQUITY</u>			
90-270000	SURPLUS FUND	280,500.00	
90-275000	RETAINED EARNINGS - PRIOR	473,734.75	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	<u>43,031.38</u>	
	BALANCE - CURRENT DATE	<u>43,031.38</u>	
	TOTAL FUND EQUITY		<u><u>797,266.13</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>797,266.13</u></u>

TOWN OF GRAND LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>CIF REVENUES</u>					
90-344-110 SALES & USE TAX 1%	22,173.10	109,486.97	584,250.00	474,763.03	18.7
90-344-140 INTEREST REVENUES	3,187.91	17,955.00	6,000.00	(11,955.00)	299.3
90-344-160 MISC REVENUE	.00	.00	.00	.00	.0
90-344-310 CO TREE GRANT	.00	.00	.00	.00	.0
90-344-910 DOLA 2017 TIER II PHASE 1	.00	.00	.00	.00	.0
90-344-920 DOLA 2017 TIER II PHASE 2	.00	.00	.00	.00	.0
TOTAL CIF REVENUES	25,361.01	127,441.97	590,250.00	462,808.03	21.6
 <u>CIF OTHER REVENUES</u>					
90-391-360 TXFR IN FROM WATER ENTERPRISE	.00	.00	.00	.00	.0
TOTAL CIF OTHER REVENUES	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	25,361.01	127,441.97	590,250.00	462,808.03	21.6

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

Section 10, Item A.

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAP IMP FUND OPERATIONS</u>					
90-431-870 CONTINGENCY	.00	.00	300.00	300.00	.0
90-431-999 TABOR REQ'D EMERGENCY RESERVE	.00	.00	.00	.00	.0
TOTAL CAP IMP FUND OPERATIONS	.00	.00	300.00	300.00	.0
<u>CIF EXPENSES</u>					
90-444-300 EV EXPENSES	.00	.00	.00	.00	.0
90-444-310 COLORADO TREE COALITION EXPENS	.00	.00	.00	.00	.0
TOTAL CIF EXPENSES	.00	.00	.00	.00	.0
<u>CAP IMP FUND DEBT SERVICE</u>					
90-831-471 SALES TAX BONDS - PRINCIPAL	.00	.00	120,000.00	120,000.00	.0
90-831-472 SALES TAX BONDS - INTEREST	.00	78,525.00	157,050.00	78,525.00	50.0
TOTAL CAP IMP FUND DEBT SERVICE	.00	78,525.00	277,050.00	198,525.00	28.3
<u>CAP IMP FUND CAPITAL</u>					
90-931-200 CAPITAL PAVEMENT	.00	.00	263,000.00	263,000.00	.0
90-931-201 CAPITAL BOARDWALKS	5,885.59	5,885.59	50,000.00	44,114.41	11.8
90-931-910 STREETScape	.00	.00	.00	.00	.0
90-931-912 STREETScape-MAINTENANCE	.00	.00	.00	.00	.0
90-931-915 STREETScape PLAN/PROJECT MAN	.00	.00	.00	.00	.0
90-931-916 STREETScape- BELOW GROUND	.00	.00	.00	.00	.0
90-931-917 STREETScape-ABOVE GROUND	.00	.00	.00	.00	.0
90-931-918 STREETScape- MISC.	.00	.00	.00	.00	.0
90-931-919 STREETScape-LANDSCAPING	.00	.00	.00	.00	.0
TOTAL CAP IMP FUND CAPITAL	5,885.59	5,885.59	313,000.00	307,114.41	1.9
TOTAL FUND EXPENDITURES	5,885.59	84,410.59	590,350.00	505,939.41	14.3
NET REVENUE OVER EXPENDITURES	19,475.42	43,031.38	(100.00)	(43,131.38)	43031.

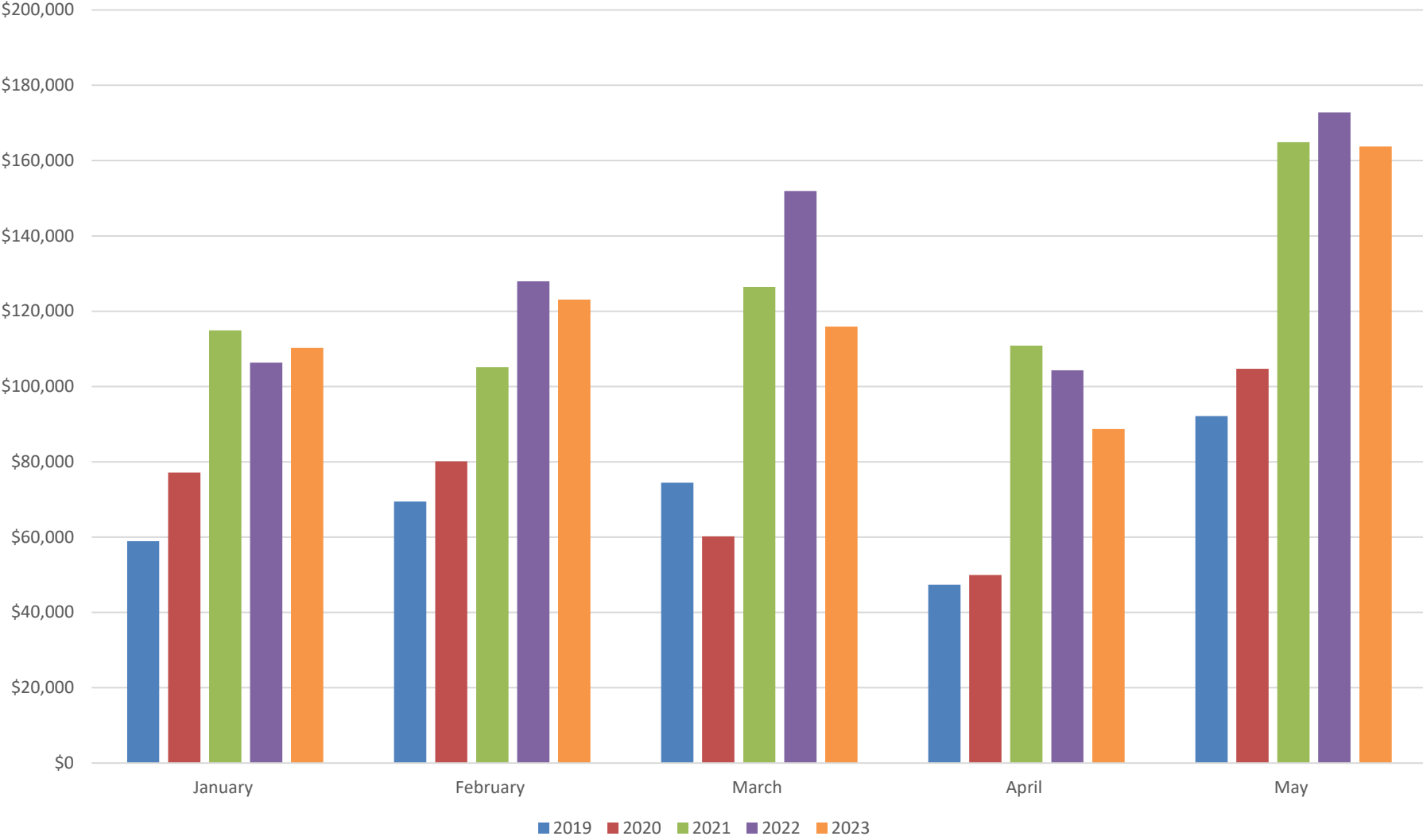
4% SALES TAX CASH FLOW REPORT: TOWN OF GRAND LAKE FISCAL YEAR 2023

Sales Month	2023	2022	2021	Fiscal Year 2020	2019
January	\$110,248	\$106,350	\$114,888	\$77,149	\$58,933
February	\$123,072	\$127,918	\$105,125	\$80,166	\$69,478
March	\$115,936	\$151,941	\$126,469	\$60,184	\$74,443
April	\$88,692	\$104,344	\$110,867	\$49,912	\$47,378
May	\$163,725	\$172,788	\$164,901	\$104,689	\$92,138
June		\$360,464	\$377,346	\$277,913	\$240,589
July		\$472,409	\$442,768	\$346,264	\$304,721
August		\$369,399	\$370,626	\$335,005	\$254,709
September		\$324,475	\$304,337	\$318,513	\$322,285
October		\$181,308	\$164,428	\$118,313	\$110,559
November		\$100,997	\$109,224	\$85,868	\$65,583
December		\$129,464	\$132,476	\$125,334	\$95,751

YEAR TO DATE CASH FLOW COMPARISON

	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
2023	\$601,673	25.73%	-9.30%	\$ (61,666.86)	\$2,337,968
2022	\$663,340	26.95%	6.60%	\$ 41,089.35	\$2,461,018
2021	\$622,251	35.72%	67.23%	\$ 250,150.06	\$1,741,825
2020	\$372,100	22.43%	8.68%	\$ 29,730.05	\$1,659,230
2019	\$342,370	24.47%	36.82%	\$ 92,138.43	\$1,398,967

4% SALES TAX CASH FLOW 2023 YTD through May



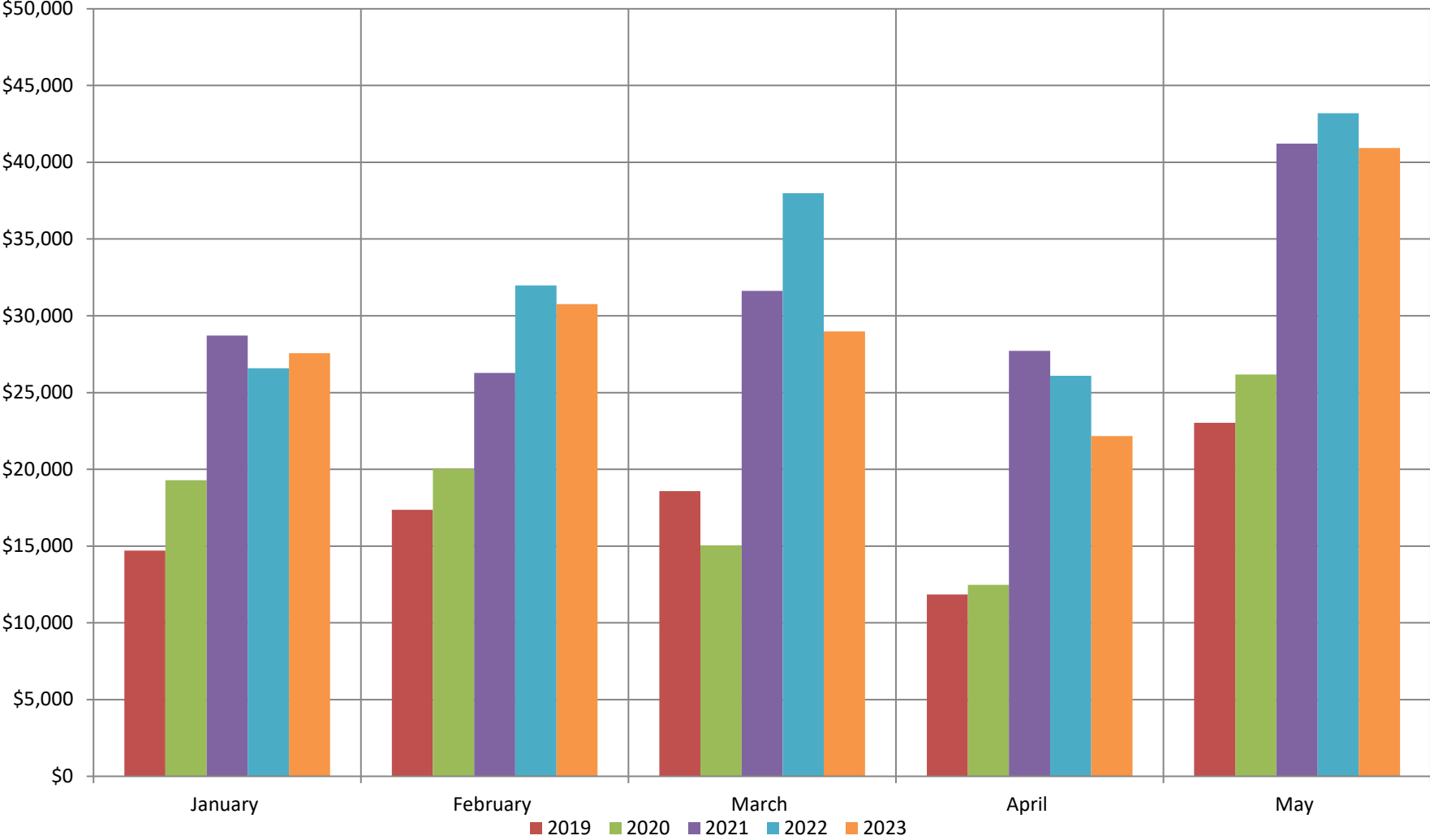
**1% SALES TAX CASH FLOW REPORT:
TOWN OF GRAND LAKE
FISCAL YEAR 2023**

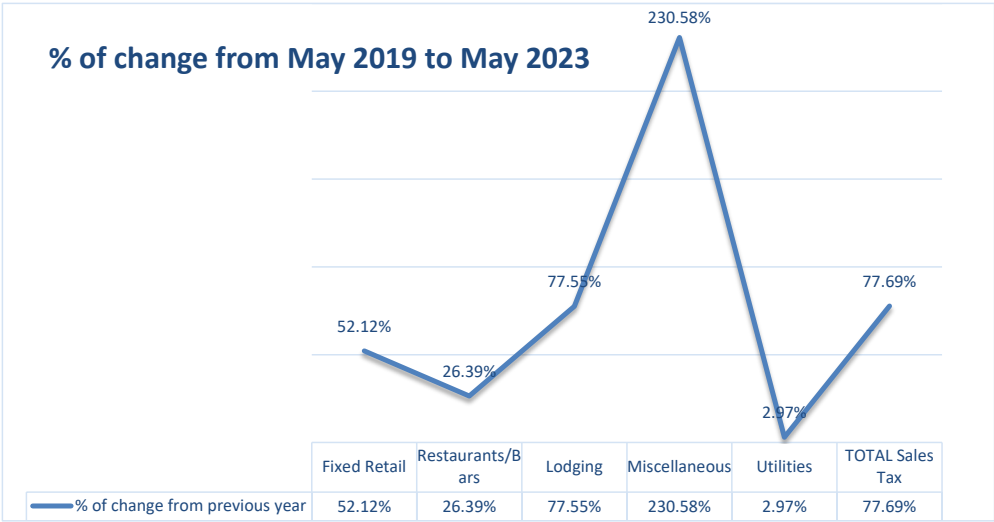
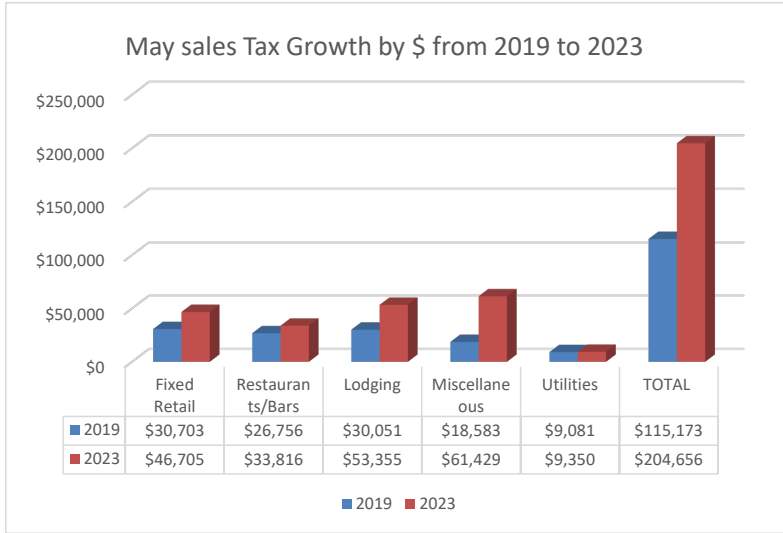
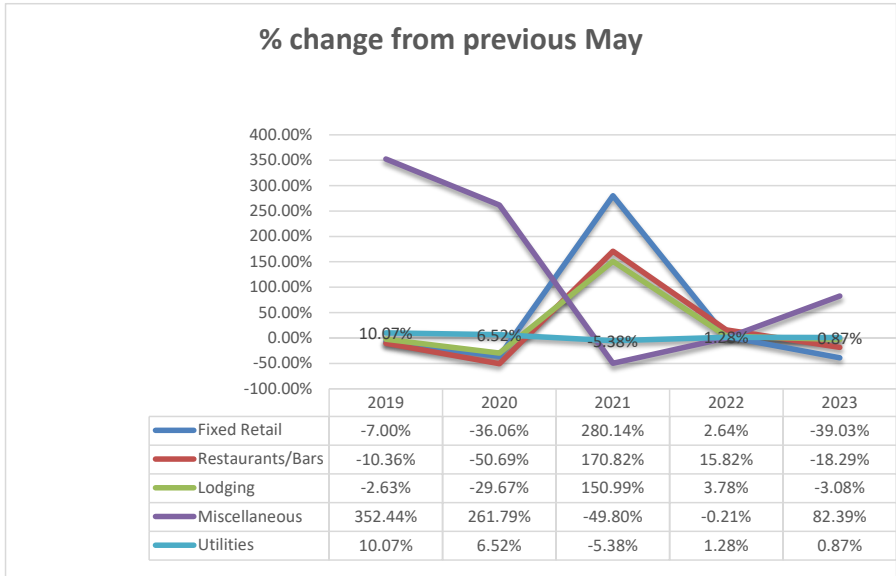
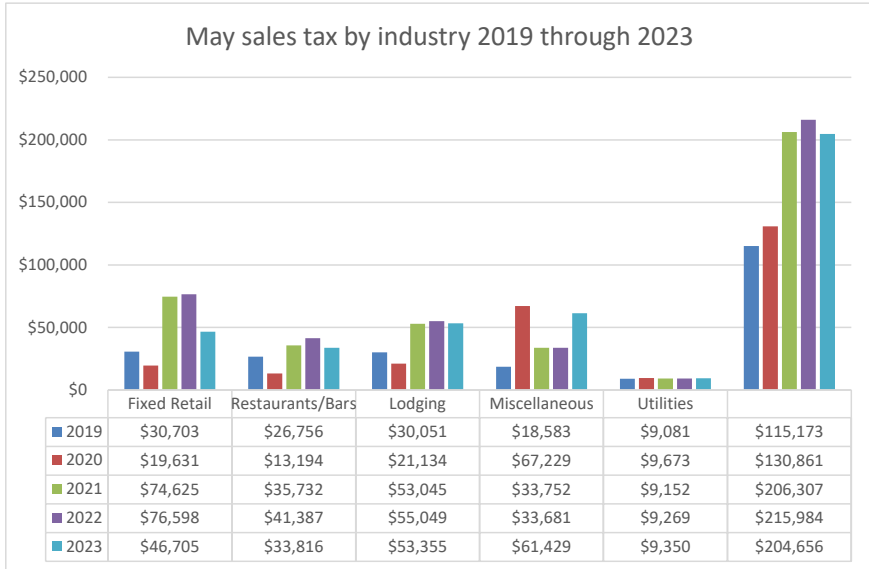
Sales Month	2023	2022	2021	2020	FISCAL YEAR 2019
January	\$27,562	\$26,587	\$28,722	\$19,287	\$14,712
February	\$30,768	\$31,979	\$26,281	\$20,042	\$17,367
March	\$28,984	\$37,985	\$31,617	\$15,046	\$18,583
April	\$22,173	\$26,086	\$27,717	\$12,478	\$11,844
May	\$40,931	\$43,197	\$41,225	\$26,172	\$23,035
June		\$90,116	\$94,336	\$69,478	\$60,147
July		\$118,102	\$110,692	\$86,566	\$76,180
August		\$92,350	\$92,656	\$83,751	\$63,677
September		\$81,119	\$76,084	\$79,628	\$80,571
October		\$45,327	\$41,107	\$29,578	\$27,640
November		\$25,249	\$27,306	\$21,467	\$16,396
December		\$32,366	\$33,119	\$31,333	\$23,938

YEAR TO DATE CASH FLOW COMPARISON

	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
2023	\$150,418	25.75%	-9.30%	\$ (15,417)	\$584,250.00
2022	\$165,835	26.95%	6.60%	\$ 10,272	\$615,252.00
2021	\$155,563	35.76%	67.23%	\$ 62,538	\$435,000.00
2020	\$93,025	20.87%	8.75%	\$ 7,484	\$445,635.00
2019	\$85,541	24.04%	#DIV/0!	\$ 85,541	\$355,882.00

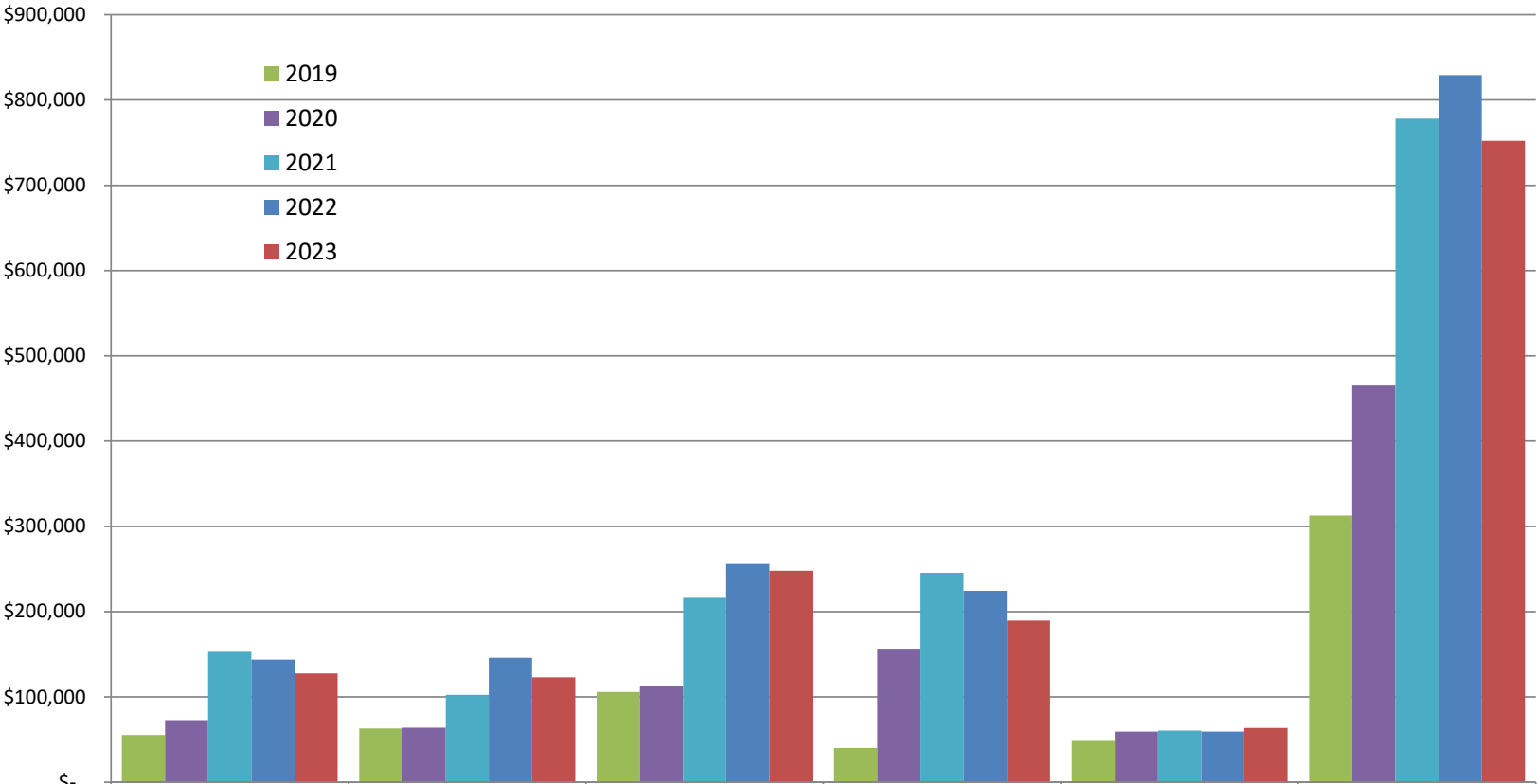
1% SALES TAX CASH FLOW 2023 YTD through May





*Fixed Retail decreased from last year while Miscellaneous increased. Looking through the reports from the State it was easy to see E Commerce, wholesale and construction companies increased.

TOWN OF GRAND LAKE Sales Tax Collection by Industry for Year to Date 2019-2023 January through May YTD



	Fixed Retail	Restaurants/Bars	Lodging	Miscellaneous	Utilities	Total Year To Date
2019	\$55,297	\$63,106	\$105,871	\$40,031	\$48,436	\$312,741
2020	\$72,857	\$63,900	\$112,322	\$156,533	\$59,516	\$465,129
2021	\$153,050	\$102,510	\$216,274	\$245,651	\$60,513	\$777,998
2022	\$143,758	\$145,822	\$255,887	\$224,309	\$59,418	\$829,194
2023	\$127,695	\$123,117	\$247,877	\$189,569	\$63,844	\$752,101



July 24, 2023

Applicant: Grand Arts Council

Initiated by: Jim Cervenka

Presented By: Alayna Carrell, Town Clerk

Introduction: An application for a Special Event Liquor Permit was received from the Grand Arts Council, with supporting documentation, and request the fee to be waived.

The request is to sell malt, vinous and spirituous liquor by the drink for consumption on the premises only for their event, "Bluegrass Concert" to be held July 29, 2023, from 5:00 p.m. to 9:00 p.m. at the Grand Lake Center, located at 301 Marina Drive. The Grand Arts Council qualifies for a Special Events Liquor Permit as it is incorporated with the State of Colorado as a non-profit and has not received more than 15 Special Events Liquor License Permits for 2023, this is their fourth request.

The Board must investigate the application and could deny the permit if its issuance would injure the public welfare by reason of the nature or location of the special event, or failure of the applicant to conduct past special events in compliance with applicable laws and regulations.

Neighborhood Boundaries: The town limits of Grand Lake are the neighborhood boundaries. The proposed location is at 301 Marina Drive, which is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

Financial Details: The respective license fees have been paid.

Background Check: The application was turned over to the Grand County Sheriff's Office, they found no adverse information that would affect the issuance of the license.

Legal Requirements:

Posting: Notice of Hearing was posted, July 14, 2023, at: 301 Marina Drive

Attachments: Application for a Special Events Permit & a Diagram of the Premises

Staff Recommendation

Staff recommends the Town Board approve the Grand Arts Council Special Event Liquor Permit, for their event "Bluegrass Concert", on July 29, 2023 at the Grand Lake Center.

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

Application for a Special Events Permit

Departmental Use Section 11, Item A.

State Only Permit/State Property

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate
Grand Arts Council
State Sales Tax Number (Required)

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) P O Box 762 Grand Lake, CO 80447	3. Address of Place to Have Special Event (include street, city/town and ZIP) Grand Lake Center 301 Marina Drive Grand Lake, CO 80447
--	--

4. Authorized Representative of Qualifying Organization or Political Candidate
Jim Cervenka
Date of Birth Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager
Jim Cervenka
Date of Birth Phone Number

Event Manager Home Address (Street, City, State, ZIP) Email Address of Event Manager

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
 No Yes How many days? 3

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
 No Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
07/29/23	5:00 p.m.	9:00 p.m.												

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	Title Treasurer	Date 07/08/23
-----------	---	---

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

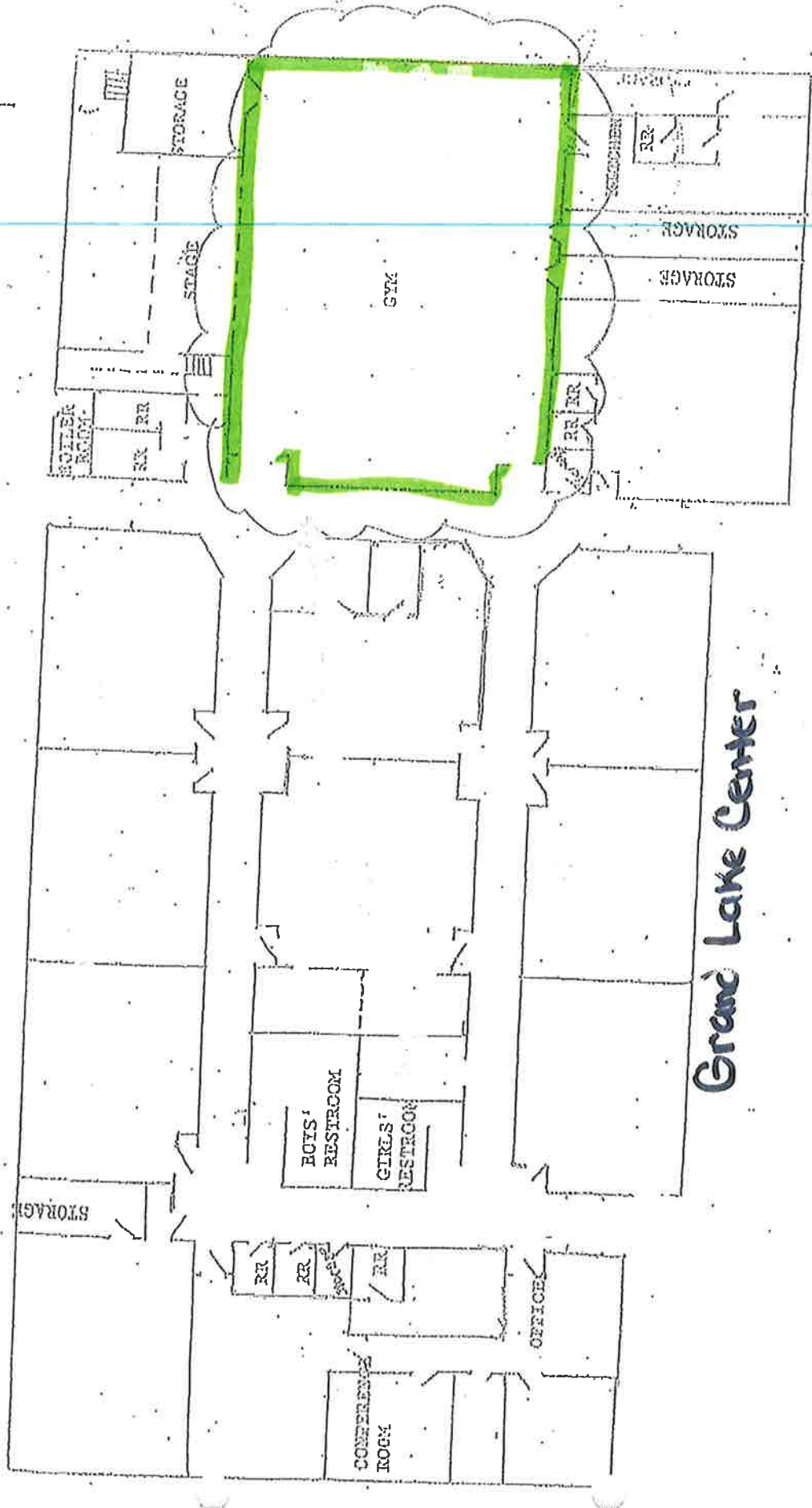
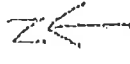
Local Licensing Authority (City or County) Telephone Number of City/County Clerk

City County

Signature	Title	Date
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$





July 24th, 2023

To: Mayor Kudron and Trustees

From: Kim White, Community Development Director

RE: Resolution 26-2023; Consideration for Replacement of a Non-Conforming Structure (Mobile home) Located At Block 14, Grand Lake Estates 2nd Filing To The Town Of Grand Lake; More Commonly Referred To As 700 Lake Front Road #23

Location Map:



Purpose:

To replace an existing trailer with a newer unit. The owner states that the 1957 trailer is uninhabitable with major plumbing issues and needs replacement.

Background:

Staff received and reviewed an application for replacement of a structure located at 700 Lake Front Road #23. Due to the zoning of the parcel as Resort District after the time of the trailer park creation, the trailer is considered pre-existing, non-conforming and required planning commission exemption to expand the nonconformance (MC 12-2-32(B)). At a properly noticed public hearing for the Planning Commission on



July 19th, the Commissioners discussed the municipal code requirements and voted 7:0 recommending the Board approve the replacement of the trailer.

According to Certificate of Title, the existing mobile home (Unit #23) was constructed in 1957. Staff properly noticed the request and received one letter in opposition of the request (see attached).

Owners submitted required paperwork for the request:

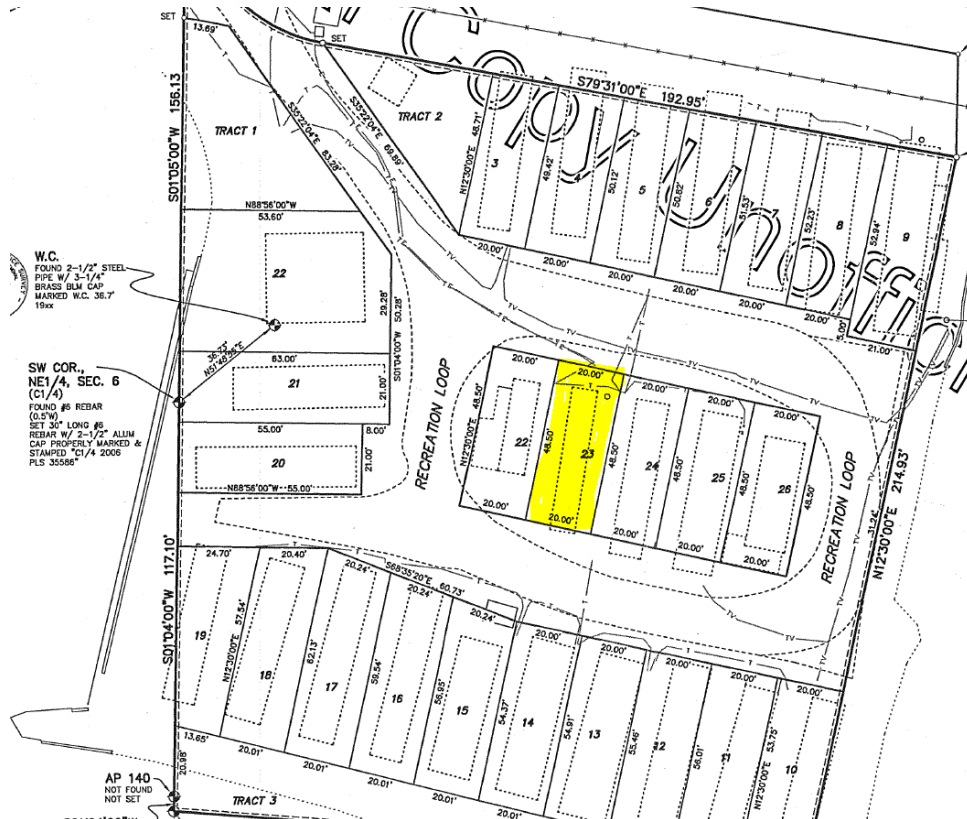
- Site Plan
- Explanation of Hardship- the existing 1957 trailer is 48.5 ft. x 10 ft. in dimension. Trailers are no longer available in this size and are larger in width than previously manufactured.
- Survey
- Signed Agreement for Services with the Town and deposit
- HOA approval letter

The proposed replacement trailer has a smaller square footage and is within the HOA guidelines for size (see table 1).

Table 1

	Existing trailer	Lot size	Replacement Option a	Replacement Option b
Dimensions	45' x 10'	48.5' x 20'	37'-3" x 10'-10"	36'-1" x 11'5"
Square Footage	450 sf	970 sf	404 sf	412 sf

Figure 2





Municipal Code 12-2-6 Definitions states:

Mobile Home - Any vehicle or similar portable structure originally constructed to have no foundation other than wheels, jacks or skirtings and so designed or constructed to permit occupancy as living or sleeping quarters and shall have been issued a manufacturer's statement of origin.

Municipal Code 12-2-32 Non-Conforming Uses and Structures states:

(A) Non-Conformance - Certain uses of land and buildings may be found to be in existence at the time of the passage of this Article which does not meet the requirements as set forth herein. It is the intent of this Article to allow the continuance of such non-conforming use.

1. A building or use that is in violation of the requirements of this Code and was constructed or established since the adoption of this Code without the necessary approvals, permits or authorizations from the Town is considered nonconforming. The owner and/or operator of a nonconforming building or use shall be subject to actions and penalties allowed by this Code and all other applicable Town Ordinances and shall be required to correct the nonconforming situation to come into conformance with all applicable standards and regulations of this Code.

(B) Expansion or Enlargement

1. A non-conforming building or use to be extended or enlarged shall conform with the provisions of this Article.

(a) Special Exceptions to Provisions on Expansion of Non-Conforming Uses

3. The Planning Commission may authorize, upon appeal in specific cases, an exception permitting an increase in a non-conforming use on a parcel when the parcel has similar non-conformances, subject to terms and conditions fixed by the Commission. No exception shall be authorized hereunder unless the Commission shall find that all the following conditions exist:

- (a) The use is a non-conforming use as defined by this Article and is in full compliance with all requirements of this Article applicable to non-conforming uses;*
- (b) That, owing to exceptional and extraordinary circumstances, literal enforcement of the provisions of this Article regarding non-conforming uses will result in unnecessary hardship;*
- (c) That the exception will not substantially or permanently injure the appropriate use of adjacent conforming property in the same zone district or other zone districts;*
- (d) That the exception will not alter the essential character of the district in which is located the property for which the exception is sought;*
- (e) That the exception will not weaken the general purposes of this Article or the regulations established herein for the specific district;*
- (f) That the exception will be in harmony with the spirit and purposes of this Article.*
- (g) That the exception will not adversely affect the public health, safety, or welfare.*



Additional Information:

In 2007, the Planning Commission reviewed a planned development application for Block 14, GLE 2nd filing, which was called the Shadow Mountain Recreation Park. The Commission recommended the planned development proceed with preliminary plat. The planned development has not moved forward since 2007.

- The Board of Trustees granted an Encroachment License for Unit #6 by Resolution 1-2016.
- The Planning Commission granted a change to a non-conforming structure by Resolution 23-2015 (Unit #6).
- The Board of Adjustment denied a variance application to expand the existing mobile home square footage (Unit #10) in 2006.
- The Board of Adjustment granted a variance application to expand the existing mobile home square footage (Unit #15) in 2005.
- The Board of Adjustment granted a variance application to expand an existing mobile home square footage (Unit #13) in 2002.
- The Board of Trustees granted a variance application to expand an existing mobile home square footage (Unit #12) in 2022.

Staff Comments:

Commissioners found that 12-2-32 (B) (3) items a-g exist in order to approve an exception to the non-conforming condition. Staff believes the completion of the Planned Development Application would alleviate most building permit requests for the property. Considering the age of the Planned Development Application and lack of progress by the Applicant to complete review by the Town, Staff believes issuing building permits to the structures only encourages the application to remain idle. Staff properly noticed this item in the paper and to neighbors within 200’ of the property. 45 notices were mailed, of the 19 that were shown to be received, 1 letter was received against variances in general (attached).

If the Board adopts the draft resolution as presented which grants the expansion and enlargement of the existing mobile home it should include the following conditions:

1. The Applicant obtains an approved Building Permit for the Property; and,
2. The Applicant complies with all other federal, state, and local regulations; and,
3. In granting this Request the Commission is not obligated to grant similar requests in the future nor does granting this Request set precedent for any future requests; and,
4. The Applicant has one (1) year to comply with all the conditions and requirements above or this authorization shall become null in void.

Recommended Motions:

1. Adopt the resolution as presented, thus granting the request of the Applicant with conditions;
or,
2. Adopt the resolution with modifications; or,
3. Not adopt the resolution, thus denying the request.

Date: July 14, 2023

To: Kimberly White

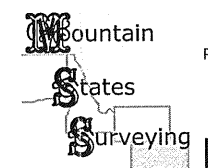
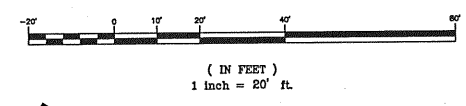
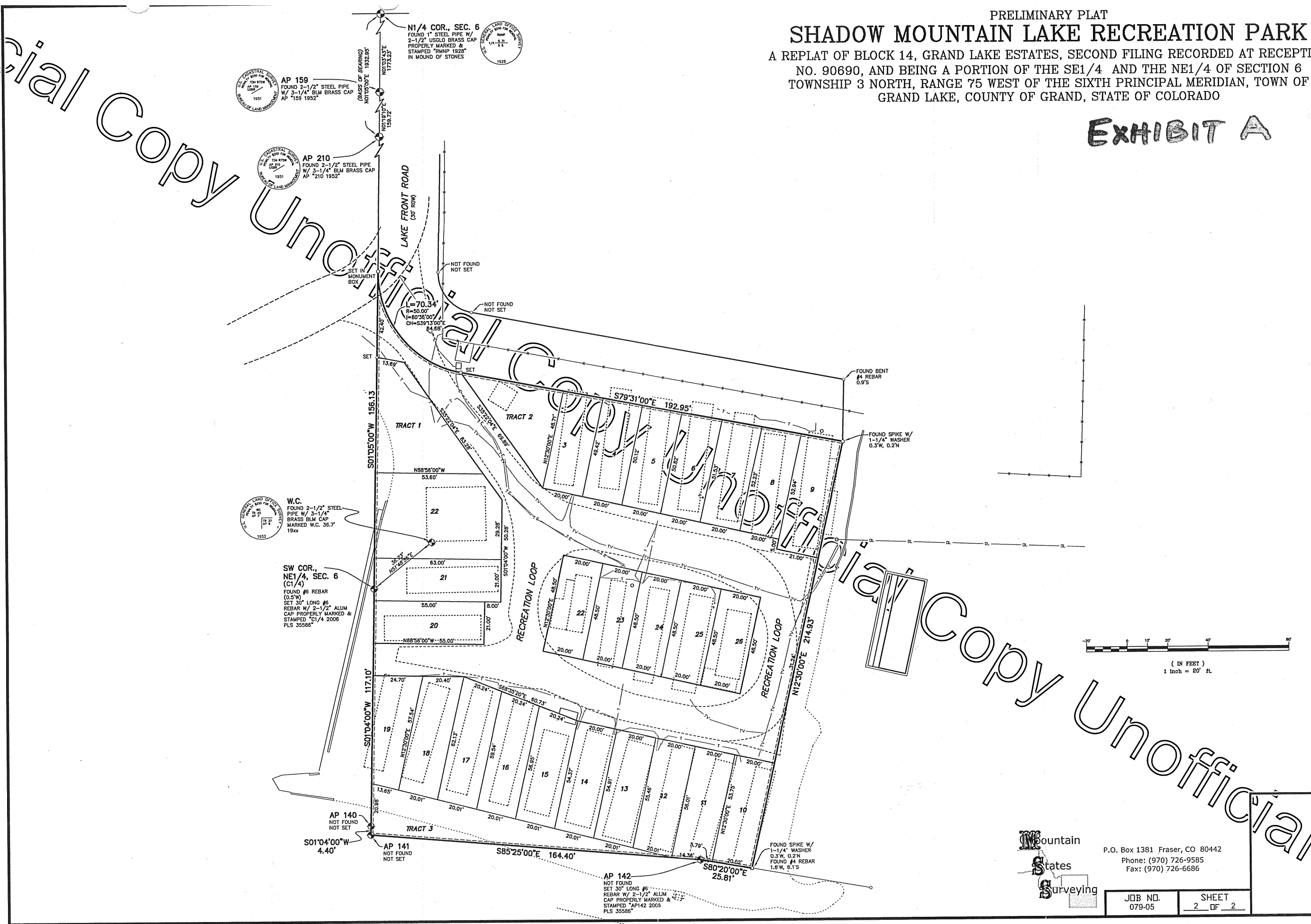
From: Keith Stratman

Subject: Explanation of Hardship

The existing trailer was built in 1957 and is in an uninhabitable state. The unit was not winterized years ago and has major plumbing issues, plus considering that the unit was built in 1957, it is outdated in every way possible. We have been unable to locate a new unit with the exact dimensions of the existing trailer. We are seeking your permission to replace the existing trailer with a new Park Model Home trailer. The Park Model dimensions are slightly different than the existing trailer, but with a smaller overall footprint than the existing trailer.

PRELIMINARY PLAT
SHADOW MOUNTAIN LAKE RECREATION PARK
A REPLAT OF BLOCK 14, GRAND LAKE ESTATES, SECOND FILING RECORDED AT RECEPTION
NO. 90690, AND BEING A PORTION OF THE SE1/4 AND THE NE1/4 OF SECTION 6
TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF
GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

EXHIBIT A



P.O. Box 1381 Fraser, CO 80442
Phone: (970) 726-9585
Fax: (970) 726-6686

JOB NO. 079-05	SHEET 2 OF 2
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Section 11, Item B.



COLORADO
Department of Revenue
Division of Motor Vehicles

Physical Address
Grand County - Hot Sulphur Springs
308 Byers Avenue
Hot Sulphur Springs CO 80451

April 15, 2022
Letter: L0078348788

APPLICATION FOR COLORADO CERTIFICATE OF TITLE FOR A MOTOR VEHICLE

VEHICLE ID	YEAR	MAKE	MODEL	BODY	FUEL TYPE	
459040	1957	GREL		MH		
EMPTY	CAPACITY	DIMENSIONS	ODOMETER	CODE		
0	0	45x10	0	Exempt		
COUNTY	MSRP	PURCHASE PRICE	PURCHASE DATE	TITLE	SALES/USE	TOTAL FEES
Grand County - Hot Sulphur	0.00	0.00	01-Oct-2021	7.20	0.00	7.20
PREVIOUS TITLE	PREVIOUS STATE	TITLE NUMBER	DATE ACCEPTED	TITLE TYPE	TRANSACTION DATE	
53E235354	CO	007249206	15-Apr-2022	Regular	15-Apr-2022	

LEGAL ADDRESS: 185 MARINA DR GRAND LAKE CO 80447

MAILING ADDRESS: 4267 S COLE ST MORRISON CO 80465-1135

TITLE ADDRESS: KEITH E STRATMAN 4267 S COLE ST MORRISON CO 80465-1135

OWNER(S) **JTWROS**
OWNER TYPE **NAME**

Standard KEITH E STRATMAN
Standard HOLLY L STRATMAN

I affirm under penalty of perjury in the second degree that the facts on the face of this document are true and correct to the best of my knowledge, and that the motor vehicle described is subject only to the lien(s) shown.

ATTESTATION OF SECURE AND VERIFIABLE IDENTIFICATION

Secure and verifiable identification on enclosed forms
 I, the undersigned witness, affirms that the named owner of the vehicle identified on this document presented to me the secure and verifiable identification as described below

X _____
Owner or Agent Signature

Date

Section 11, Item B.

ACKNOWLEDGEMENT OF INTENT FOR JOINT TENANCY WITH THE RIGHTS OF SURVIVORSHIP IS REQUIRED FOR ALL OWNERS (C.R.S 38-11-101)

OWNER 1: I, KEITH E STRATMAN request the Colorado Certificate of Title with the above Vehicle identification Number (VIN) to be issued in: (check one) [] Joint Tenancy with Rights of Survivorship [] Tenancy in Common I certify under penalty of perjury in the second degree that the above information is true and correct to the best of my knowledge.

Owner 1 Signature: X _____ Date _____

OWNER 2: I, HOLLY L STRATMAN request the Colorado Certificate of Title with the above Vehicle identification Number (VIN) to be issued in: (check one) [] Joint Tenancy with Rights of Survivorship [] Tenancy in Common I certify under penalty of perjury in the second degree that the above information is true and correct to the best of my knowledge.

Owner 2 Signature: X _____ Date _____

STATEMENT OF ONE AND THE SAME

KEITH EDWARD STRATMAN

and

KEITH E STRATMAN

ARE ONE IN THE SAME PERSON

I affirm under penalty of perjury in the second degree that the facts on the face of this document are true and correct to the best of my knowledge; and that the motor vehicle described is subject only to the lien(s) shown.

X _____ Owner or Agent Signature

_____ Date

Section 11, Item B.

DO NOT ACCEPT WITHOUT VERIFYING EAGLE WATERMARK IN PAPER

STATE OF COLORADO
CERTIFICATE OF TITLE
MANUFACTURED HOME

VIN
459040

YEAR
1957

MAKE
GL

MODEL

BODY
MH

TITLE NUMBER
53E235354

ODOMETER
N/A

ODOMETER LEGEND
A - Actual Mileage
E - Exceeds mechanical limits
N - Not actual mileage, WARNING
ODOMETER DISCREPANCY

TITLE BRANDS

MAIL TO

ROBINS ROYCE III
4848 HWY 85 LOT 311
WILLISTON ND 58801

CWT/CAP/SIZE
10X45

PREVIOUS TITLE
53E222744

OWNER

ROBINS ROYCE III
185 MARINA DR #23
GRAND LAKE CO 80447

DATE PURCHASED
05/12/2017

DATE ACCEPTED
06/13/2017

DATE ISSUED
06/13/2017

FIRST LIENHOLDER

DATE RCD

Signature below certifies under penalty of perjury in the second degree the release of the first lienholder's interest in the vehicle

FILE NUMBER

Lienholder's Name

AMOUNT OF LIEN

LIEN EXTENDED TO

COUNTY

MATURITY DATE

Authorized Agent's Signature Date

SECOND LIENHOLDER

DATE RCD

Signature below certifies under penalty of perjury in the second degree the release of the second lienholder's interest in the vehicle

FILE NUMBER

Lienholder's Name

AMOUNT OF LIEN

LIEN EXTENDED TO

COUNTY

MATURITY DATE

Authorized Agent's Signature Date

THIRD LIENHOLDER

DATE RCD

Signature below certifies under penalty of perjury in the second degree the release of the third lienholder's interest in the vehicle

FILE NUMBER

Lienholder's Name

AMOUNT OF LIEN

LIEN EXTENDED TO

COUNTY

MATURITY DATE

Authorized Agent's Signature Date

FOURTH LIENHOLDER

DATE RCD

Signature below certifies under penalty of perjury in the second degree the release of the fourth lienholder's interest in the vehicle

FILE NUMBER

Lienholder's Name

AMOUNT OF LIEN

LIEN EXTENDED TO

COUNTY

MATURITY DATE

Authorized Agent's Signature Date

[Empty box for signature or stamp]

THE APPLICANT HAS BEEN DULY REGISTERED IN THIS OFFICE AS THE OWNER OF THE MOTOR VEHICLE DESCRIBED SUBJECT TO LIENS AND ENCUMBRANCES IN THE ORDER SHOWN.

EXECUTIVE DIRECTOR, COLORADO DEPARTMENT OF REVENUE
BARBARA BROHL

DATE DUPLICATE ISSUED

U8736882

DR-2001 (8-11)

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

VOID IF ALTERED

Section 11, Item B.

TRANSFER OF OWNERSHIP/BUYER(S) REQUIREMENT- Upon the sale or transfer of a motor vehicle the owner in whose name the certificate of title is issued shall execute a formal transfer of the vehicle. Within 60 days the buyer shall present the certificate of title together with an application for title to an authorized agent pursuant to C.R.S. 42-6-110.

TRANSFER OF OWNERSHIP/SELLER(S) REQUIREMENT- When the owner of a motor vehicle transfers or assigns the certificate of title to a buyer, the registration of such vehicle shall expire and the seller shall remove the license plates pursuant to C.R.S. 42-3-115.

ODOMETER CERTIFICATION- Federal and state law requires the seller to declare the mileage of the motor vehicle and requires the buyer to acknowledge the mileage of the motor vehicle upon transfer of ownership. The seller and buyer are required to print and sign their name to acknowledge the mileage pursuant to 49 USC 327.

THE SELLER(S) CERTIFIES, UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, THAT THE SELLER(S) SIGNATURE(S) RELEASES AND TRANSFERS INTEREST IN THE VEHICLE AND THE ODOMETER READING AND DECLARATION ARE TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE.

NOTICE: ANY ALTERATION OR ERASURE MAY VOID THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW.

ASSIGNMENT BY OWNER(S)	Odometer Reading <i>N/A</i>	<input checked="" type="checkbox"/> Actual Mileage <input type="checkbox"/> Mileage in excess of Mechanical Limits <input type="checkbox"/> Not Actual - Warning Odometer Discrepancy	Buyer's Hand Printed Name <i>Keith E Stratman</i>
	Seller's Hand Printed Name(s) <i>Royce Robins III</i>		Buyer's Signature Acknowledges Odometer Reading <i>Keith E Stratman</i>
	Seller's Signature <i>Royce Robins III</i>		Buyer's Hand Printed Name <i>Holly L Stratman</i>
	Seller's Hand Printed Name(s)		Buyer's Hand Printed Name
	Seller's Signature		Buyer's Hand Printed Name
	Seller's Hand Printed Name(s)		Buyer's Hand Printed Name
	Seller's Signature		Buyer's Hand Printed Name
	Seller's Hand Printed Name(s)	Date of Sale <i>10/1/2021</i>	Buyer's Physical Address <i>4267 S. Cole Street</i>
Seller's Signature	Purchase Price <i>100⁰⁰</i>	Buyer's City, State, ZIP <i>Morrison, CO 80465</i>	

THE FOLLOWING REASSIGNMENT MAY ONLY BE USED BY LICENSED DEALERS.

1 ST DEALER REASSIGNMENT	Odometer Reading <i>N/A</i>	<input type="checkbox"/> Actual Mileage <input type="checkbox"/> Mileage in excess of Mechanical Limits <input type="checkbox"/> Not Actual - Warning Odometer Discrepancy	Buyer's hand printed Name(s)
	Selling Dealer Name	License Number	Buyer's Signature Acknowledges Odometer Reading
	Agent's Hand Printed Name	Date of Sale	Buyer's Hand Printed Name(s)
	Agent's Signature	Purchase Price	Buyer's Hand Printed Name
	Auction Name (When Applicable)	Auction Number	Buyer's Physical Address, City, State, ZIP

2 ND DEALER REASSIGNMENT	Odometer Reading <i>N/A</i>	<input type="checkbox"/> Actual Mileage <input type="checkbox"/> Mileage in excess of Mechanical Limits <input type="checkbox"/> Not Actual - Warning Odometer Discrepancy	Buyer's hand printed Name(s)
	Selling Dealer Name	License Number	Buyer's Signature Acknowledges Odometer Reading
	Agent's Hand Printed Name	Date of Sale	Buyer's Hand Printed Name(s)
	Agent's Signature	Purchase Price	Buyer's Hand Printed Name
	Auction Name (When Applicable)	Auction Number	Buyer's Physical Address, City, State, ZIP

3 RD DEALER REASSIGNMENT	Odometer Reading <i>N/A</i>	<input type="checkbox"/> Actual Mileage <input type="checkbox"/> Mileage in excess of Mechanical Limits <input type="checkbox"/> Not Actual - Warning Odometer Discrepancy	Buyer's hand printed Name(s)
	Selling Dealer Name	License Number	Buyer's Signature Acknowledges Odometer Reading
	Agent's Hand Printed Name	Date of Sale	Buyer's Hand Printed Name(s)
	Agent's Signature	Purchase Price	Buyer's Hand Printed Name
	Auction Name (When Applicable)	Auction Number	Buyer's Physical Address, City, State, ZIP

• NO ADDITIONAL REASSIGNMENTS PERMITTED - Last Assignee must obtain title in their name(s)

DO NOT ACCEPT WITHOUT VERIFYING EAGLE WATERMARK IN PAPER.

Section 11, Item B.

STATE OF COLORADO
CERTIFICATE OF TITLE
MANUFACTURED HOME

TITLE NUMBER 007
ODOMETER Exempt

VIN
459040

YEAR MAKE MODEL
1957 GREL

ODOMETER LEGEND:
A - Actual Mileage
E - Exceeds mechanical limits
N - Not actual mileage: WARNING ODOMETER DISCREPANCY



KEITH E STRATMAN
4267 S COLE ST
MORRISON CO 80465-1135

SIZE
45X10

TITLE BRANDS

DATE PURCHASED
01-Oct-2021

DATE ACCEPTED
15-Apr-2022

DATE ISSUED
15-Apr-2022

ISSUED BY
GRAND

OWNER JTWR0S
KEITH E STRATMAN
HOLLY L STRATMAN

PREVIOUS TITLE NUMBER
53E235354

PREVIOUS TITLE STATE
CO

Pursuant to C.R.S 42-6-109(3) a person transferring ownership of a vehicle may voluntarily notify the Department of Revenue, Division of Motor Vehicles within five days of transfer of ownership at mydmv.colorado.gov. If properly notified the person transferring ownership is not held liable in or subject to any civil or criminal action brought against the transferring owner or vehicle pursuant to C.R.S 42-6-109(3)(d).



THE APPLICANT HAS BEEN DULY REGISTERED IN THIS OFFICE AS THE OWNER OF THE MOTOR VEHICLE DESCRIBED.
SUBJECT TO LIENS AND ENCUMBRANCES IN THE ORDER SHOWN

COLORADO DEPARTMENT OF REVENUE
Mark Ferrandino
Executive Director



L0078269227

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

06611060

VOID IF ALTERED

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the Grand Lake Planning Commission will hold a **Public Hearing on Wednesday, July 19th, 2023 at 6:30 PM at**

1026 Park Ave.

Section 11, Item B.

review
nt of an
Mountain
#23

also known as 700 Lake Front Rd. #23. Trailers are pre-existing, non-conforming structures. The request is for relief to expand in size.

Also, Public Notice is hereby given that the Grand Lake **Board of Trustees** will hold a **Public Hearing on Monday, July 24th, 2023 at 6:30 PM at 1026**

Park Ave. Grand Lake Town Hall, to review a variance request regarding the replacement of an existing trailer with a new trailer at Shadow Mountain Lake MH Park Subdivision, Block 14, space #23 also known as 700 Lake Front Rd. #23. Trailers are pre-existing, non-conforming structures. The request is for relief to expand in size.

Additional information is available for public inspection at Town Hall during normal business hours. Public comments and participation are both encouraged and welcome, either in person at the public meeting, in writing to the Town of Grand Lake, P.O. Box 99, Grand Lake, CO 80447 or by e-mail to planner@toglco.com

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PUBLISHED IN THE SKY-HI NEWS ON FRIDAY, JUNE 30, 2023.

From: [Irene Shaw](#)
To: [Kim White](#)
Subject: Variance on 700 Lake Front Rd. #23
Date: Friday, July 7, 2023 12:22:12 PM

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

I received the certified letter from the town of Grand Lake regarding a variance for 700 Lake Front Rd. #23. I am very much opposed to this. If one person is allowed a variance, many will follow and you won't be able to refuse them.

Rules are made for a reason. I asked the Forest Service if I could build a boat house. I was told no. The existing ones are grandfathered in, and they're not allowing any more to be built. I must abide by that rule, and I understand.

I think rules are made for a reason and I think the city will end up with a whole new trailer park. If the trailers are in need of repair, they must repair them. They bought the mobile home knowing they couldn't move a new one in just to get a bigger one. Those lots are fairly small already. To expand in size, would make it more crowded. There are certain rules we must follow and this rule needs to be kept in place with no exceptions.

Thank you for the letter and keeping neighbors informed.

Sincerely
Irene Shaw
312 Lakeside Drive
Grand Lake (303) 475-4505

Shadow Mountain Lake Recreation Park Inc.
700 Lake Front Road
P.O Box 711
Grand Lake Co 80447

To: Kim White

Grand Lake Town Planner

kwhite@toglco.com

From: Mark Miller

Shadow Mountain Lake Recreation Park

shadowmtnrecrepark@gmail.com

Subject: Keith & Holly Stratman unit #23 Trailer Replacement

Pursuant to your request:

After review of the details for the two models submitted by Holly & Keith Stratman.

We the SMLRP board of directors find the proposed units (Park Model 1001475-Park Model1001835) to be architecturally compatible and a allowable fit within the allotted space guidelines and square footage of the previous unit.(See attached images)

If we may be of any additional service in regard to this matter please let us know.

Sincerely,



SMLRP-President



Town of Grand Lake

Planning Department

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

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

gplanning@townofgrandlake.com • www.townofgrandlake.com

ZONING VARIANCE REQUEST APPLICATION

PROPERTY LOCATION:

Street Address: 700 Lake Front Road, Grand Lake, CO 80447
Legal Description: Lot 23 Block _____ Subdivision _____

PROPERTY OWNER INFORMATION:

Name: Keith Stratman Email: KHSTRATMAN@MSN.COM
Mailing Address: 4267 S. Cole Street Phone: 303-921-8621
City: Morrison State: CO Zip: 80465 Fax: _____

APPLICANT INFORMATION: Is the Applicant the Property Owner? YES NO

Name: _____ Email: _____
Mailing Address: _____ Phone: _____
City: _____ State: _____ Zip: _____ Fax: _____

CONTACT INFORMATION: Is the Contact Person the Applicant? YES NO

Contact Person (if not Applicant): _____ Email: _____
Mailing Address: _____ Phone: _____
City: _____ State: _____ Zip: _____ Fax: _____

VARIANCE REQUEST (Brief Description):

Replace current 1957 trailer with a ~~new~~ new Park Model trailer

REQUIRED INFORMATION CHECKLIST:

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

AFFIDAVIT:

BY MY SIGNATURE, I attest that the information contained or attached to this application is true and correct to the best of my knowledge. I further understand that submission of false or misleading information shall be sufficient cause for the Special Use Permit to be revoked immediately without notice or hearing.

Print Name: Keith E Stratman
Signature: *Keith E Stratman* Date: 7/14/2023

STAFF USE ONLY

Application Received By: _____ Date & Time: _____
File Name: _____ Deposit: YES NO Amount: \$ _____
Agreement for Services Form Signed? YES NO

BUILDING PERMIT APPLICATION

Section 11, Item B.

JURISDICTION: _____

BUILDING PERMIT NUMBER: B- _____ - _____

DATE OF ISSUE _____ / _____ / _____

PARCEL I.D. NUMBER: _____

SCHEDULE NUMBER: R _____

REQUIRED WITH SUBMISSION OF APPLICATION:

- CONTRACTOR VERIFICATION FORM
- OR**
- ACKNOWLEDGEMENT OF CONTRACTOR INSURANCE

CONTACT NAME: Keith Stratman

CONTACT PHONE: 303-921-8621

CONTACT EMAIL: KHSTRATMAN@MSN.COM

1. Keith & Holly Stratman 4267 S. ~~10th~~ Cole Street

Morrison CO 80465 303-921-8621

2. LEGAL DESCRIPTION: 23 14 Shadow Mountain Lake Rec Park

OR METES AND BOUNDS _____

3. JOB ADDRESS: 700 Lake Front Road Unit #23, Grand Lake, CO, 80447

4. ARCHITECT OR DESIGNER: N/A

5. ENGINEER: N/A

6. CONTRACTOR EMAIL: N/A

7. HOMEOWNER EMAIL: KHSTRATMAN@MSN.COM

8. USE OF BUILDING: Personal use

9. CLASS OF WORK: NEW ADDITION ALTERATION REPAIR MOVE REMOVE

10. DESCRIBE WORK: Replace existing trailer with new Park Model home

NOTICE: This permit becomes null and void if work or construction is not commenced within 180 days, or if construction or work is Suspended or abandoned for a period of 365 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to Violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

11. SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT: Keith Stratman DATE: 6/3/2023

SIGNATURE OF OWNER (IF OWNER BUILDER) _____ DATE _____

DO NOT WRITE BELOW THIS LINE

DO NOT WRITE BELOW THIS LINE

VALUATION OF WORK			BUILDING PERMIT FEE				TOTAL FEE				
			ZONING FEE								
SEPTIC PERMIT FEE			DRIVEWAY PERMIT FEE								
SEPTIC PERMIT #			TYPE OF CONSTRUCTION				OCCUPANCY GROUP				DIVISION
ZONING APPROVAL			SIZE OF BUILDING		No. of		Max Occ		USE		
			TOTAL SF		Stories		Load		ZONE		
SET BACKS	FRONT		SIDE		SIDE		BACK				
SPECIAL CONDITIONS:			SPECIAL APPROVAL		NOT REQUIRED		APPROVED				
			WATER								
			SEWER								
			P&Z SIGNOFF								
			3 LAKES DESIGN REVIEW								
			DRIVEWAY PERMIT								
APPLICATION ACCEPTED BY	PLANS CHECKED BY		ISSUED BY								
DATE	DATE		DATE				APPLICATION #				



TOWN OF GRAND LAKE



TAXES AND FEES CALCULATION SHEET

Date _____ Building Permit Number _____

1. Owner Name Keith + Holly Stratman
2. Owner Address 4267 S. Cole Street, Morrison, CO 80465
3. Owner Phone and Email 303-921-8621 KHSTRATMAN@MSN.COM
4. Job Address 700 Lake Front Road, Unit #23, Grand Lake, CO
 Subdivision Shadow Mountain Lake Rec Park Block 14 Lot(s) 23

USE TAX CALCULATION

Total Project Cost (\$)	Cost of Material	Use Tax (0.05)	Total Use Tax (\$)
_____ X	<u>50%</u> X	<u>5%</u>	= _____ (1)

AFFORDABLE HOUSING FEE CALCULATION

Category	Total Square Feet	Exemptions (Sq. Ft.)	Fee per Sq. Ft. (\$)	Subtotal Fee (\$)
_____	_____	--	X _____	= <input style="width: 50px;" type="text"/>
_____	_____	--	X _____	= <input style="width: 50px;" type="text"/>
_____	_____	--	X _____	= <input style="width: 50px;" type="text"/>
Total Affordable Housing Fee				= _____ (2)

COMBINED TAXES AND FEES

(1) _____ + (2) _____ = _____

Permit Number: _____

Date Issued: _____

TO ALL BUILDING PERMIT APPLICANTS:

As a part of building permit issuance, you are required to pay a five percent (5%) use tax for the building materials you anticipate using in the course of your construction project.

The purpose and philosophy of use tax is to serve as an "in-lieu-of" sales tax to:

- 1. Make our local merchants more cost competitive because of lower sales tax rates charged elsewhere; and,
- 2. Capture tax revenues which might otherwise be lost to the Town due to purchase of construction materials outside of the Town but used in the Town.

Because two-thirds of general fund revenues are derived from sales tax, the Town has adopted a use tax to help pay for basic municipal services which you, as a property owner, deserve and expect from your Town. The payment of use tax is a credit against local sales tax you will pay either here in Grand Lake or in another municipality, up to (but not to exceed) the total amount of use tax paid.

You have two options available to you in order to realize your credit:

- Option A. As you purchase building materials, you may present your building permit showing "Use Tax Paid" and NOT be charged up to 5% of the municipal tax on the items so purchased.
- Option B. If a local sales tax is charged on your construction material purchases, save your receipts. Please note the building permit number, date of purchase, and construction site location for the purchases and present the receipts to the Town Clerk. After verifying the items submitted and computing the taxes paid, you will be reimbursed for the local sales tax paid up to (but not exceeding) the total amount of use tax paid.

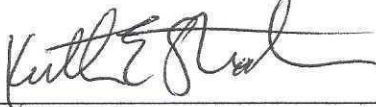
ALL RECEIPTS MUST BE SUBMITTED TO THE TOWN WITHIN THIRTY (30) DAYS AFTER THE CERTIFICATE OF OCCUPANCY, A LETTER OF FINAL INSPECTION, OR OTHER DOCUMENT DENOTING ACKNOWLEDGMENT OF SUBSTANTIAL COMPLETION HAS BEEN ISSUED, OR THE PERMIT IS CLOSED FOR ANY OTHER REASON BY THE TOWN OF GRAND LAKE OR THE GRAND COUNTY BUILDING AND SANITATION DEPARTMENT.

Failure to submit all documentation for reimbursement within this period shall relieve the Town of any obligation to refund any use tax which would otherwise be due. A receipt should be obtained when a request for reimbursement is received by the Town. Mailed requests must be sent certified, return receipt requested.

Please feel free to ask any questions about use tax prior to signing the acknowledgment below.

I, Keith Stratman, who is requesting a Building Permit for construction at the following site: 700 Lake Front Road, Unit #23, Grand Lake, CO
(Print Name)
(legal description or street address)

have read the above and by my signature, agree and acknowledge that I understand the use tax refunding procedures of the Town of Grand Lake. I further understand, per Municipal Code 4-3-33, that if I do not submit receipts for the use tax paid for this permit within thirty (30) days after the Town of Grand Lake or the Grand County Building and Sanitation Department has closed this permit, I forfeit any right to claim a use tax refund for this Building Permit.

Signature 



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 • Website: townofgrandlake.com

GRAND LAKE PLANNING DEPARTMENT CONSENT FORM

Pursuant to Town of Grand Lake Ordinance No. 04-2013, by signing this document;

The property owner hereby acknowledges that he/she is responsible for building on their own property within the setbacks or building envelopes and affirmatively represents that they are the owner of or have the right to build on all property on which construction will occur.

Owners Name or Representative: ~~Keith Stratman~~ Keith Stratman

Signature: Keith Stratman Date: 6/3/2023

**TOWN OF GRAND LAKE
AGREEMENT FOR PAYMENT OF
REVIEW AND DEVELOPMENT EXPENSES INCURRED BY THE TOWN
SUBDIVISION, ANNEXATION AND ZONING PROCESS**

THIS AGREEMENT (“the Agreement” is entered into this 14 day of July, 2023, by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, (“the Town”) and Keith E Stratsch, a homeowner (homeowner, type of corporation, LLC, etc. if applicable), (collectively, “the Owner”).

WHEREAS, the Owner owns certain property situated in the Grand County, Colorado described on Exhibit A, attached hereto and incorporated herein by reference, (“the Property”);

WHEREAS, the development review process includes review of all aspects of land use including, but not limited to, annexation, subdivision, zoning, change of land use, installation of public improvements, dedication of lands and the availability of and feasibility of providing utility services;

WHEREAS, the Owner desires to develop the Property and has made application to the Town for approval of subdivision, annexation and/or zoning of the Property, and

WHEREAS, the Parties recognize that the land use fees as specified by the Municipal Code of the Town may not be adequate to fully cover the Town’s expenses incurred during the application process, including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, including, but not limited to managerial, clerical, billing, and review time, and

WHEREAS, the Parties hereto recognize that the Town will continue to incur expenses through the entire development review process until final completion of the development including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. The Town has collected or will collect certain subdivision, annexation and land use fees from the Owner and the Town will apply those fees against the development review expenses incurred by the Town while processing the Owner’s development review proposal. In the event the Town incurs development review expenses greater than the monies collected from the Owner, the Owner agrees to reimburse the Town for the additional expenses and fees upon submittal of an invoice. Owner shall pay all invoices submitted by the Town within ten (10) days of the Town’s delivery of such invoice. Failure by the Owner to pay any invoice within the specified time shall be cause for the Town to cease processing the application, cease development of the Property, deny approval of the application, withhold the issuance of building permits or certificates of occupancy and for the Town to exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.
2. Except where the law or an agreement with the Town provides otherwise, the Owner may terminate its application at any time by giving written notice to the Town. The Town

shall take all reasonable steps necessary to terminate the accrual of costs to the Owner and file such notices as are required by the Town's regulations. The Owner shall be liable for all costs incurred by the Town in terminating the processing of the application.

- 3. If the Owner fails to pay the fees and costs required herein when due, the Town may take those steps necessary and authorized bylaw to collect the fees and costs due, in addition to exercising those remedies set forth in Section 1, above. The Town shall be entitled to recover from Owner all court costs and attorneys' fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.
- 4. The Town will account for all funds expended and fees and expenses incurred by the Town as a result of the development review of the application throughout the development process. Statements of expenses incurred will be made available to the Owner by the Town. Expenses to be charged to the Owner's account shall include, but shall not be limited to legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, fees for administrative time of Town staff, security, permits and easements. Within 60 days after the completion of the processing of the application by the Town, the Town will provide Owner with a statement of account and will refund to the Owner any funds paid by the Owner that were not expended by the Town, except where the Parties expressly agree to the contrary.
- 5. Owner's obligation to pay the costs and expenses provided for in this Agreement shall exist and continue independent of whether the Owner's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Owner prior to a final decision in the process.

IN WITNESS WHEREOF, the Town and the Owner have caused this Agreement to be duly executed on the day and year first above written.

PRINTED OWNER'S NAME: Keith E Stratman

OWNER OF PROPERTY: 

Signature

TOWN OF GRAND LAKE

SEAL

By: _____
Kimberly White, Community Development Director

Attest:

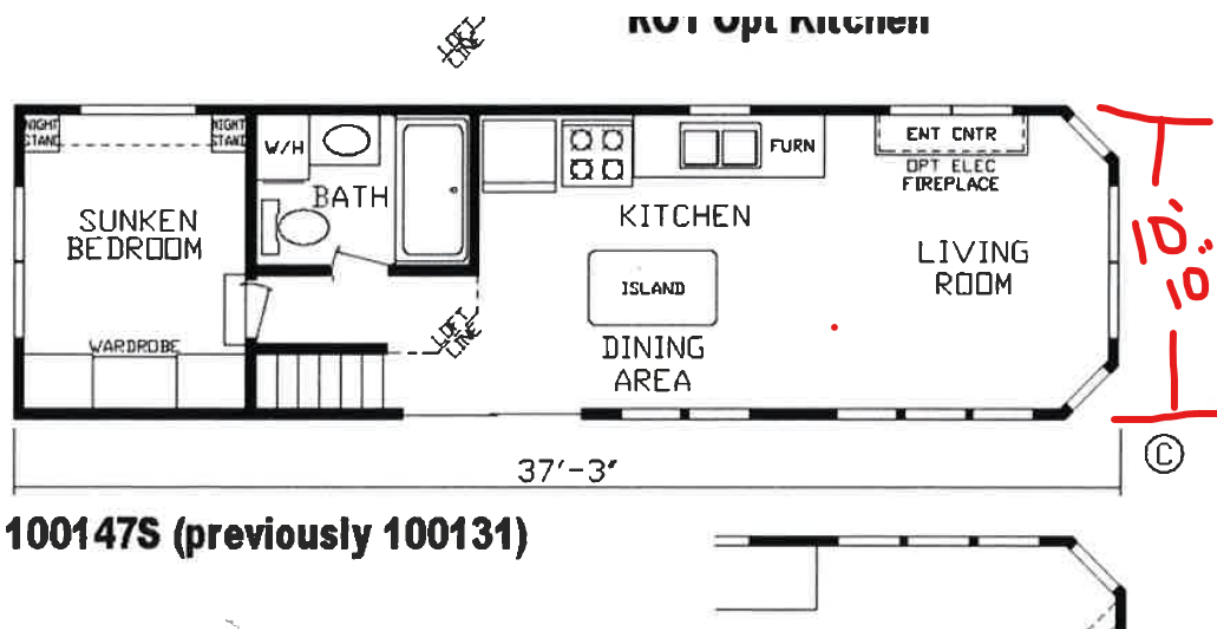
Alayna Carrell, Town Clerk

Unit #1 - 2023 Fairmont Homes Country Manor - 100147S RV Park Model

- Unit dimension = 37' 3" x 10' 10" = 404 sq ft
- Existing unit per title = 45' x 10' = 450 sq ft







Unit #2 - 2023 Fairmont Homes Country Manor - 100183S RV Park Model

Section 11, Item B.

- Unit has (2) exterior doors – per discussion with Ray, he thought this was required
- Unit dimension = 36' 10" x 10' 6" = 399 sq ft
- Existing unit per title = 45' x 10' = 450 sq ft





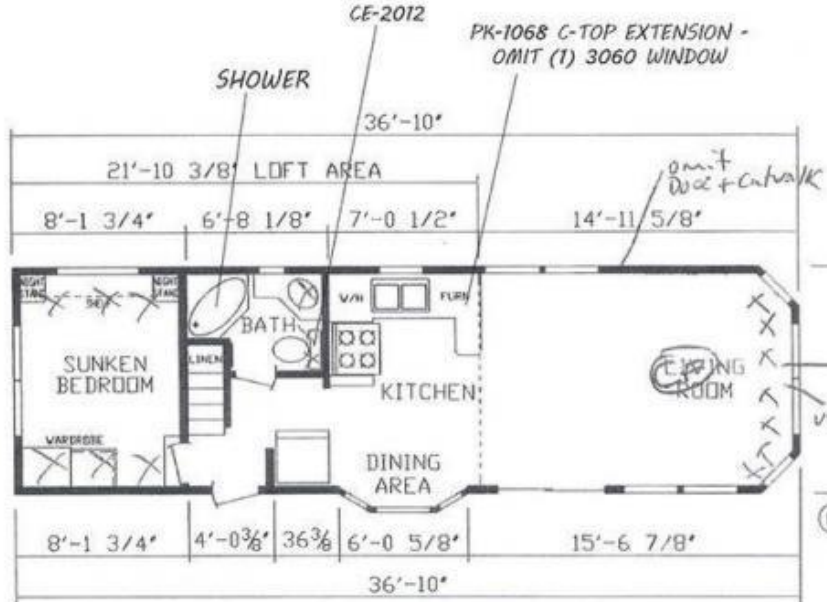




SUNCOAST TRAILER SALES

* Pro 162 with
 - PEW 047 trap + (2) 3057 valves
 - PC 1543 A
 -XXXXXXXXXXXXXXXX

* white corner posts
 * METAL UNDERBELLY
 * 110V A/C READY



XXX = Suede Gray V06

NOTE: FOR MODEL DIMENSIONS, OUR STANDARDS AND STANDARDS OF THE INDUSTRY GENERALLY INCLUDE A NOMINAL 4-FOOT ALLOWANCE FOR HITCH LENGTH PLUS ALLOWANCE FOR OTHER APPURTENANCES FOR WIDTH AND FOR LENGTH NORMALLY INCLUDED IN MEASUREMENTS FOR HIGHWAY MOVEMENT. REAR BEDROOM DIMENSIONS INCLUDE BAY, UNLESS BAY IS OPTIONAL ON A PARTICULAR UNIT OR IS OMITTED BY SPECIAL ORDER. ROOM SIZES ARE NOMINAL AND SOMETIMES THE DIMENSION INCLUDES WALL THICKNESS. DESIGNS, SPECIFICATIONS AND PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. SOME OPTIONAL ITEMS ARE SHOWN. SOME TIRES, WHEELS, BRAKES AND AXLES ARE REUSED AFTER CAREFUL INSPECTION.

THIS DOCUMENT IS THE SOLE PROPERTY OF FAIRMONT HOMES, INC. UNAUTHORIZED USE, DISCLOSURE, OR DISSEMINATION OF INFORMATION CONTAINED HEREIN IS STRICTLY PROHIBITED. THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION AND ANY UNAUTHORIZED USE OR POSSESSION OF THIS DOCUMENT WILL WARRANT PROSECUTION.

DATE OF LAST ISSUE	MODEL 4111 BEDROOM LOFT		
10/11/19	SCALE 1/4"=1'-0"	DATE 12/11/19	DRAWN BY P. CHURILL
	SQUARE FOOTAGE: 399.9423		SEARCH NUMBER 100171

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 26 – 2023**

**A RESOLUTION AUTHORIZING THE REPLACEMENT OF A NON-CONFORMING
STRUCTURE (MOBILE HOME) LOCATED AT BLOCK 14, GRAND LAKE ESTATES 2ND
FILING TO THE TOWN OF GRAND LAKE; MORE COMMONLY REFERRED TO AS 700
LAKE FRONT ROAD #23**

WHEREAS, Keith and Holly Stratman (the “Applicant”) are the property owner of Unit 23 located at Block 14, Grand Lake Estates 2nd Filing to the Town of Grand Lake (herein the “Property”); and

WHEREAS, the Property appears to be Non-Conforming (the “Non-Conforming Structure”) for a variety of reasons, including but not limited to, the following:

- Municipal Code 12-2-6 [Zoning] Definitions
- Municipal Code Use by Right for the Zoning District; and,

WHEREAS, the Town of Grand Lake (the “Town”) received a building permit application from the Applicant which was denied pursuant to Grand Lake Municipal Code (the “Code”) requirements; and

WHEREAS, subsequently, the Town received a Land Use Application from the Applicant requesting to replace an existing Non-Conforming Structure as shown on the Zoning Variance Request Application dated June 5th, 2023 (the “Application”); and,

WHEREAS, Municipal Code 12-2-32 Non-Conforming Uses and Structures states:

(A) Non-Conformance - Certain uses of land and buildings may be found to be in existence at the time of the passage of this Article which does not meet the requirements as set forth herein. It is the intent of this Article to allow the continuance of such non-conforming use.

1. *A building or use that is in violation of the requirements of this Code and was constructed or established since the adoption of this Code without the necessary approvals, permits or authorizations from the Town is considered nonconforming. The owner and/or operator of a nonconforming building or use shall be subject to actions and penalties allowed by this Code and all other applicable Town Ordinances and shall be required to correct the nonconforming situation to come into conformance with all applicable standards and regulations of this Code; and,*

WHEREAS, Municipal Code 12-2-32 Non-Conforming Uses and Structures states:

(B) Expansion or Enlargement

1. *A non-conforming building or use to be extended or enlarged shall conform with the provisions of this Article.*
 - (a) *Special Exceptions to Provisions on Expansion of Non-Conforming Uses*
3. *The Planning Commission may authorize, upon appeal in specific cases, an exception permitting an increase in a non-conforming use on a parcel when the parcel has similar non-conformances, subject to terms and conditions fixed by the Commission. No exception shall be authorized hereunder unless the Commission shall find that all the following conditions exist:*
 - (a) *The use is a non-conforming use as defined by this Article and is in full*

- compliance with all requirements of this Article applicable to non-conforming uses;*
- (b) That, owing to exceptional and extraordinary circumstances, literal enforcement of the provisions of this Article regarding non-conforming uses will result in unnecessary hardship;*
 - (c) That the exception will not substantially or permanently injure the appropriate use of adjacent conforming property in the same zone district or other zone districts;*
 - (d) That the exception will not alter the essential character of the district in which is located the property for which the exception is sought;*
 - (e) That the exception will not weaken the general purposes of this Article or the regulations established herein for the specific district;*
 - (f) That the exception will be in harmony with the spirit and purposes of this Article.*
 - (g) That the exception will not adversely affect the public health, safety, or welfare; and,*

WHEREAS, Block 14, Grand Lake Estates 2nd Filing is owned and operated by a Board of Directors (herein after “the Association”); and,

WHEREAS, in 2005 the Association submitted a Planned Development Application to the Town more commonly referred to as the Shadow Mountain Recreation Park (herein after the Planned Development Application); and,

WHEREAS, on October 2, 2007 the Commission reviewed the Planned Development recommending the Association move proceed with the Planned Development Application; and,

WHEREAS, the intent of the Planned Development Application was to resolve the non-conforming issues associated with Block 14, Grand Lake Estates 2nd Filing; and,

WHEREAS, the Planned Development Application has sat idle since 2007; and

WHEREAS, the Application requests removal of an existing non-conforming mobile home constructed in 1957 that is in need of substantial repair or replacement with a more modern manufacture home on a permanent chassis; and

WHEREAS, the existing mobile home size is no longer produced, however, the replacement manufactured home is approximately 40 square feet smaller, resulting in an overall lessened degree of non-conformity.

WHEREAS, following proper notice, the Application was presented to and considered by the Planning Commission at its Public Hearing on July 19th, 2023; and

WHEREAS, staff has recommended approval of the Application with conditions; and

WHEREAS, based on the Application, the representations of the Applicant to the Planning Commission, the Planning Commission found:

- (a) The use is a non-conforming use as defined by this Article and is in full compliance with all requirements of this Article applicable to non-conforming uses;*
- (b) That, owing to exceptional and extraordinary circumstances, literal enforcement of the provisions of this Article regarding non-conforming uses will result in unnecessary hardship;*
- (c) That the exception will not substantially or permanently injure the appropriate use of adjacent conforming property in the same zone district or other zone districts;*
- (d) That the exception will not alter the essential character of the district in which is located the property for which the exception is sought;*
- (e) That the exception will not weaken the general purposes of this Article or the regulations established herein for the specific district;*
- (f) That the exception will be in harmony with the spirit and purposes of this Article.*
- (g) That the exception will not adversely affect the public health, safety, or welfare; and,*

WHEREAS, Planning Commission has recommended approval of the Application with conditions; and

WHEREAS, the Board of Trustees (the “Board”) reviewed the Application request at a regularly scheduled meeting.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO,

THAT, The Board of Trustees approves the Application subject to the conditions set forth below:

- 1. The Applicant obtains an approved Building Permit for the Property; and,
- 2. The Applicant complies with all other federal, state, and local regulations; and,
- 3. In granting this Request the Board of Trustees is not obligated to grant similar requests in the future nor does granting this Request set precedent for any future requests; and,
- 4. The Applicant has one (1) year to comply with all the conditions and requirements above or this authorization shall become null in void.

**DULY MOVED, SECONDED, AND APPROVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF GRAND LAKE, COLORADO, THIS 24th DAY OF JULY 2023 .**

(S E A L)

Votes Approving:
Votes Opposed:
Absent:
Abstained:

ATTEST:

Alayna Carrell
Town Clerk

TOWN OF GRAND LAKE

Stephan Kudron
Mayor



Grand Lake Board of Trustees

Public Hearing (Quasi-Judicial) Ordinance 07-2023; An Ordinance Regarding the Annexation and Zoning of 8.98 Acres Parcel Known as the "Love Tract"

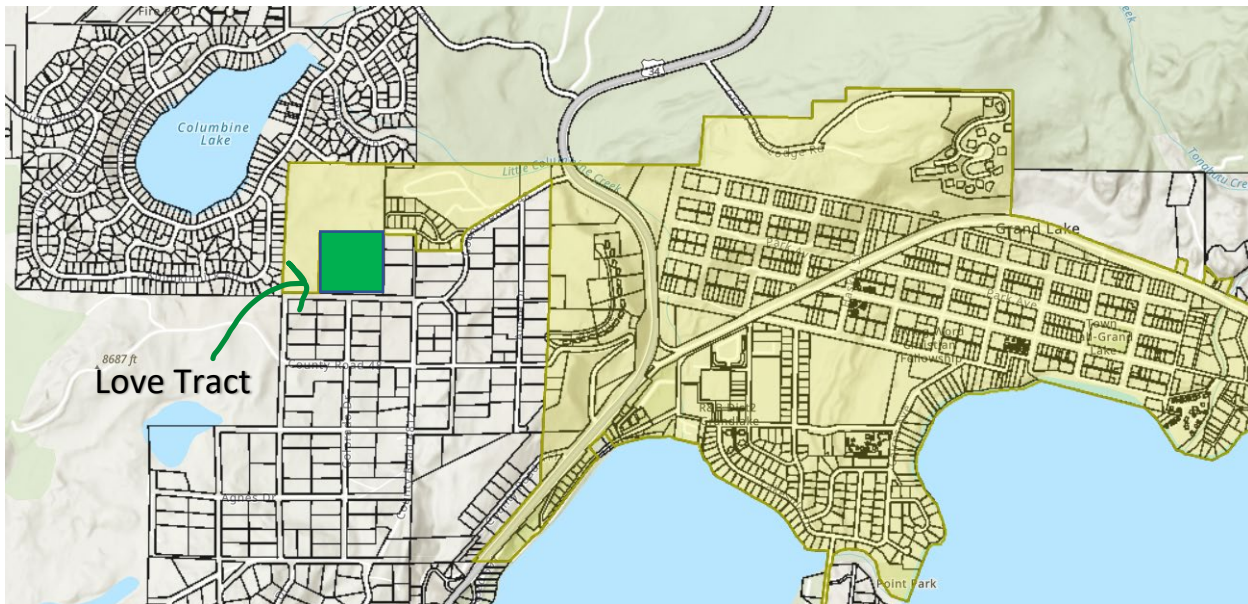
TO: Mayor Kudron and the Trustees
FROM: Kimberly White, Community Development Department
DATE: 07/24/2023

RE: **Public Hearing (Quasi-Judicial)** Ordinance 07-2023; An Ordinance Regarding the Annexation and Zoning of 8.98 Acres Parcel Known as the "Love Tract"

Public Hearing Process:

The public hearing should be conducted as follows:

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



Purpose:

Review the requirements for annexation and zoning recommendation for the 8.98 Acre parcel known as the "Love" Tract. If the property meets the requirements and the Board of Trustees is in agreement, the Board shall adopt Ordinance 07-2023 to annex this property into the Town of Grand Lake.

Background:

The Town received a petition for annexation from Genette Simpkins, Revocable Living Trust (the "Applicant") for property located adjacent to the 21-acre Matthews parcel, known as the "Love Tract" Parcel **Exhibit A** ("the Property").

- On April 24th, 2023, the Board of Trustees adopted Resolution 13-2023 acknowledging the receipt of the petition for annexation and setting the matter to a public hearing to determine eligibility.
- The Board of Trustees adopted the 3-mile plan with Resolution 20-2023 on June 26th, 2023 as part of a State requirement for annexation.
- Colorado Revised Statute 31-12 states that a public hearing before the Board of Trustees is required to determine findings of fact and conclusions as to the eligibility of the property for annexation to the Town of Grand Lake, Colorado. On June 26th, 2023, after 4 weeks of public notice in the Middle Park Times, the Board of Trustees adopted Resolution 21-2023 finding that the Property was eligible for annexation into the Town of Grand Lake.
- On April 19th, 2023, the Planning Commission recommended zoning for this parcel to be Residential Estates.

In connection with the petition for annexation, the applicant and Town staff have negotiated a proposed Annexation agreement (Exhibit B). The proposed annexation terms and conditions have been reduced to writing in the attached agreement. The agreement includes the dedication of one water tap, and the rough-in of the road from the southern property line to the northern property line up the center of the property, by the Town.

Analysis:

Staff has reviewed the application and concludes that is complete. The Board should review the annexation agreement, the annexation ordinance, the zoning and render a decision on the annexation.

Motion:

The Board of Trustees moves to adopt Ordinance 07-2023; Annexing and zoning the 8.98 Acres Parcel Known as the "Love Tract" and approving the annexation agreement related to the same property.

Or

Move to Deny the Ordinance 07-2023 due to the following deficiencies _____

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 07-2023**

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE TOWN OF GRAND LAKE, COLORADO, AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT IN CONNECTION THEREWITH, ZONING SUCH LANDS RESIDENTIAL ESTATE (RE), AND DIRECTING THAT THE GRAND LAKE ZONING MAP BE AMENDED ACCORDINGLY

WHEREAS, Genette Simpkins Revocable Living Trust, owner (the “Applicant”) filed with the Town Clerk a Petition for Annexation dated January 31, 2023 (the “Petition”) seeking to annex to the Town of Grand Lake, Colorado certain lands consisting of approximately 8.98 acres and more fully described in Exhibit A, attached (the “Property”); and

WHEREAS, on April 24, 2023 the Board of Trustees of the Town of Grand Lake, Colorado adopted Resolution 13-2023 and set the matter for a public hearing to be held on June 26, 2023, to determine whether the proposed annexation complied with Section 31-12-104 and Section 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility under the terms of Section 31-12-101, C.R.S., et seq.; and

WHEREAS, on June 26, 2023, after a public hearing, the Board of Trustees of the Town of Grand Lake, Colorado adopted Resolution 21-2023 finding and concluding, *inter alia*, that the Property is eligible for annexation to the Town of Grand Lake, Colorado; and

WHEREAS, the Board of Trustees incorporates herein its findings and conclusions contained in Resolution 21-2023, as if fully set forth herein; and

WHEREAS, the Board concludes that it is in the best interest of the Town to annex the Property to the Town; and

WHEREAS, prior to the adoption of this Ordinance, the Board of Trustees has considered and adopted the 2023 3 Mile Plan for the Town of Grand Lake in Resolution 20-2023; and

WHEREAS, in connection with the annexation of the Property, the Applicant has requested that the Property be zoned Residential Estate (RE); and

WHEREAS, the proposed zoning of the Property was reviewed by the Town of Grand Lake Planning Commission on April 19, 2023 where the Planning Commission voted unanimously to recommend that the Board of Trustees zone the Property Residential Estate (RE); and

WHEREAS, as part of its public hearing to consider whether the Property should be annexed to the Town of Grand Lake, the Board of Trustees of the Town of Grand Lake also considered whether the Property should be zoned Residential Estate (RE); and

WHEREAS, zoning the Property Residential Estate (RE) is in substantial conformance with the Grand Lake Comprehensive Plan, also referred to as the Grand Lake Master Plan, as amended and Town’s 2023 3 Mile Plan as amended, and is also consistent with and in harmony with the zoning and land uses of adjacent property and property in the immediate area.

WHEREAS, in connection with the Petition, the Applicant and Town staff have negotiated a proposed Annexation Agreement, attached hereto as Exhibit B; and

WHEREAS, the Board of Trustees has reviewed the proposed Annexation Agreement and concludes that it is consistent with the Board’s understanding of the terms discussed in connection with this annexation and in the best interest of the Town.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE HEREBY ORDAINS AS FOLLOWS:

1. The property described in Exhibit A, attached hereto and incorporated herein by reference, shall be and hereby is annexed to, incorporated in and made a part of the Town of Grand Lake, Colorado, subject to the terms and conditions of the Annexation Agreement.
2. The annexation of such property to the Town of Grand Lake shall be complete and effective on the effective date of this ordinance, subject to the terms and conditions

of the Annexation Agreement, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January, 2024.

- 3. The Property shall be zoned Residential Estate (RE) and the zoning map for the Town of Grand Lake shall be amended to reflect such zoning.
- 4. The Annexation Agreement is approved and the Mayor is hereby authorized and directed to enter into and execute the Annexation Agreement on behalf of the Town of Grand Lake.
- 5. The Town Clerk is hereby directed to record this Ordinance and the Annexation Agreement with the Grand County Clerk and Recorder and to take all administrative actions necessary to effectuate and complete this annexation.
- 6. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.
- 7. Validity. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town of Grand Lake hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AFTER PUBLIC HEARING AND SIGNED THIS 24th DAY OF JULY, 2023.

(S E A L)

Votes Approving: _____
 Votes Opposed: _____
 Absent: _____
 Abstained: _____

ATTEST:

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

Alayna Carrell
Town Clerk

By: _____
Steve Kudron
Mayor

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

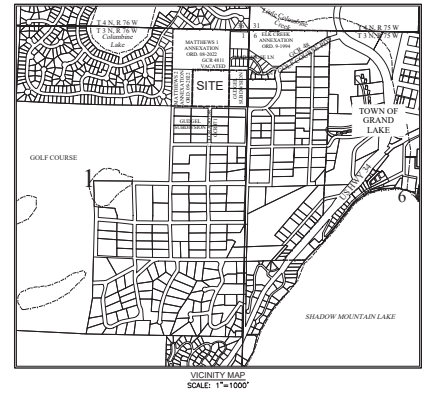
ANNEXATION AGREEMENT

LOVE TRACT ANNEXATION MAP

A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641

A TRACT OF LAND IN THE NE 1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6th PRINCIPAL MERIDIAN,
COUNTY OF GRAND, STATE OF COLORADO
(VACANT LAND)

- SURVEY NOTES:**
1. THIS ANNEXATION MAP IS NOT A BOUNDARY SURVEY OR SHALL IT BE CONSTRUED AS A BOUNDARY DETERMINATION OF OWNERSHIP AND/OR OCCUPATION. THIS ANNEXATION IS 8.98 ACRES PER DEED RECORDED AT RECEPTION 2005-000641 HAVING A DEED CLOSURE OF 1:20333.7.
 2. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS ANNEXATION MAP. GRAND COUNTY CLERKS RECORDS:
 - a. BOOK 102 PAGE 256, WARRANTY DEED, MATTHEWS TO MATTHEWS, FILED JANUARY 19, 1986.
 - b. BOOK 104 PAGE 265, WARRANTY DEED, MATTHEWS TO BEYER, FILED OCTOBER 4, 1984.
 - c. RECEPTION 10970, PLAT OF GUGDEL SUBDIVISION, RECORDED NOVEMBER 9, 1994.
 - d. BOOK 92 PAGE 105, RIGHT OF WAY DEED, CLIFTON B. HOWARD TO THE BOARD OF COUNTY COMMISSIONERS, FILED SEPTEMBER 25, 1981.
 - e. BOOK 116 PAGE 354, WARRANTY DEED, ESTATE OF CLIFTON B. HOWARD TO MATTHEWS, RECORDED MAY 4, 1995.
 - f. RECEPTION 9914, PLAT OF AMENDED PLAT TO GUGDEL SUBDIVISION, RECORDED FEBRUARY 24, 1994.
 - g. RECEPTION 110970, PLAT OF COLUMBINE LAKE, RECORDED MAY 21, 1989.
 - h. RECEPTION 2021-00076, WARRANTY DEED, RECORDED MARCH 10, 2021. SUBJECT WARRANTY DEED WITH PROPERTY DESCRIPTION USING CALLS TO THE COLUMBINE LAKE MONUMENTS DONE JUNIOR AND WRITTEN BY LS1415 BY LAND SURVEY DEPOSIT (LSD).
 - i. RECEPTION 2022-008429, COUNTY RESOLUTION TO VACATE A PORTION OF THE 60' WIDE RIGHT-OF-WAY DESCRIBED ON RIGHT-OF-WAY DEED BOOK 92 PAGE 105.
 - j. RECEPTION 2022-008430, QUIT CLAIM DEED TO THE TOWN OF GRAND LAKE FOR A PORTION A THE 60' WIDE RIGHT-OF-WAY DESCRIBED ON RIGHT-OF-WAY DEED BOOK 92 PAGE 105.
 - k. RECEPTION 110970, PLAT OF COLUMBINE LAKE, RECORDED MAY 21, 1989.
 - l. GRAND COUNTY SURVEY DEPOSIT (LSD).
 - m. LS461, DEPOSIT DATE DECEMBER 12, 1995, IMPROVEMENT SURVEY PLAT BY PLS 11415 DATED 12/5/1995.
 - n. LS2418, DEPOSIT DATE OF JULY 14, 2021, IMPROVEMENT SURVEY PLAT BY PLS 30663 DATED 11/16/2021. TITLE COMMITMENT.
 - o. COMMITMENT NO. 1189815-C ISSUED BY TITLE COMPANY OF THE ROCKIES AS AGENTS FOR WESTCO LAND TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF FEBRUARY 27, 2023.
 3. THE BASIS OF BEARING FOR THIS ANNEXATION MAP IS ALONG THE NORTH LINE OF THE LOVE TRACT, BETWEEN FOUND #5 REBAR WITH 1.5" DIA. ALUMINUM CAPS STAMPED "PLS 11415" AS SHOWN HEREON HAVING A BEARING OF N 89°02' W, AS MEASURED BY RTN/GPS METHOD ON NOVEMBER 6, 2020. LINEAR UNITS SHOWN ARE U.S. SURVEY FOOT.
 4. REFERENCED IS HEREBY MADE TO THE LAND SURVEY DEPOSIT (LSD2418), FOR MATHEW BOUNDARY INFORMATION.
 5. THE STIPULATION AND CONSENT AGREEMENT AT RECEPTION 2009-001101 AND 2009-001101 RESPECTIVELY, DETAILS ACCESS FROM AND TO THE STANLEY PROPERTY. BULLET ITEM 12 STATES, THERE SHALL BE NO ROAD OR DRIVEWAY FROM THE STANLEY PROPERTY ONTO THE 30' WIDE STRIP IMMEDIATELY TO THE NORTH OF TRACTS 32 AND 17, GUGDEL SUBDIVISION.



PROPERTY DESCRIPTION: (PER BOOK WARRANTY DEED REC. 2015-000641)

A TRACT OF LAND IN THE NE 1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THIS TRACT WHENCE THE N 1/2 CORNER BETWEEN SAID SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., AND SECTION 6, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEARS SOUTH 89°15' EAST, FOR A DISTANCE OF 325.1 FEET;

THENCE RUNNING ALONG THE N 1/2 LINE OF SECTION 1, NORTH 89°15' WEST FOR A DISTANCE OF 626.1 FEET TO THE SW CORNER OF THIS TRACT;

THENCE NORTH 1°09' EAST, FOR A DISTANCE OF 626.1 FEET TO THE NW CORNER OF THIS TRACT;

THENCE S 89°15' EAST, FOR A DISTANCE OF 626.1 FEET TO THE NE CORNER OF THIS TRACT AND THE INTERSECTION WITH THE WEST LINE OF GUGDEL SUBDIVISION;

THENCE ALONG SAID WEST LINE OF GUGDEL SUBDIVISION SOUTH 01°09' WEST, FOR A DISTANCE OF 623.91 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

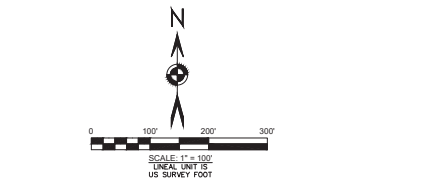
EXCEPT THAT PORTION CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GRAND AND STATE OF COLORADO BY INSTRUMENT RECORDED SEPTEMBER 20, 1944 IN BOOK 92 AT PAGE 150.

GRAND COUNTY ASSESSOR DATA:
 PARCEL NUMBER 1191-011-00-002
 VACANT LAND
 ZONED GRAND COUNTY RESIDENTIAL
 INCLUDED IN THE THREE LAKES DESIGN AND REVIEW AREA AND THE GRAND COUNTY URBAN GROWTH AREA 2

TRUSTEES STATEMENT:
 APPROVED FOR ANNEXATION BY ORDINANCE No. _____ DAY OF _____ 20____
 BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE

MAYOR _____ DATE _____
 TOWN CLERK _____ DATE _____
 TOWN ATTORNEY _____ DATE _____

ORDINANCE No. _____ EFFECTIVE DATE _____



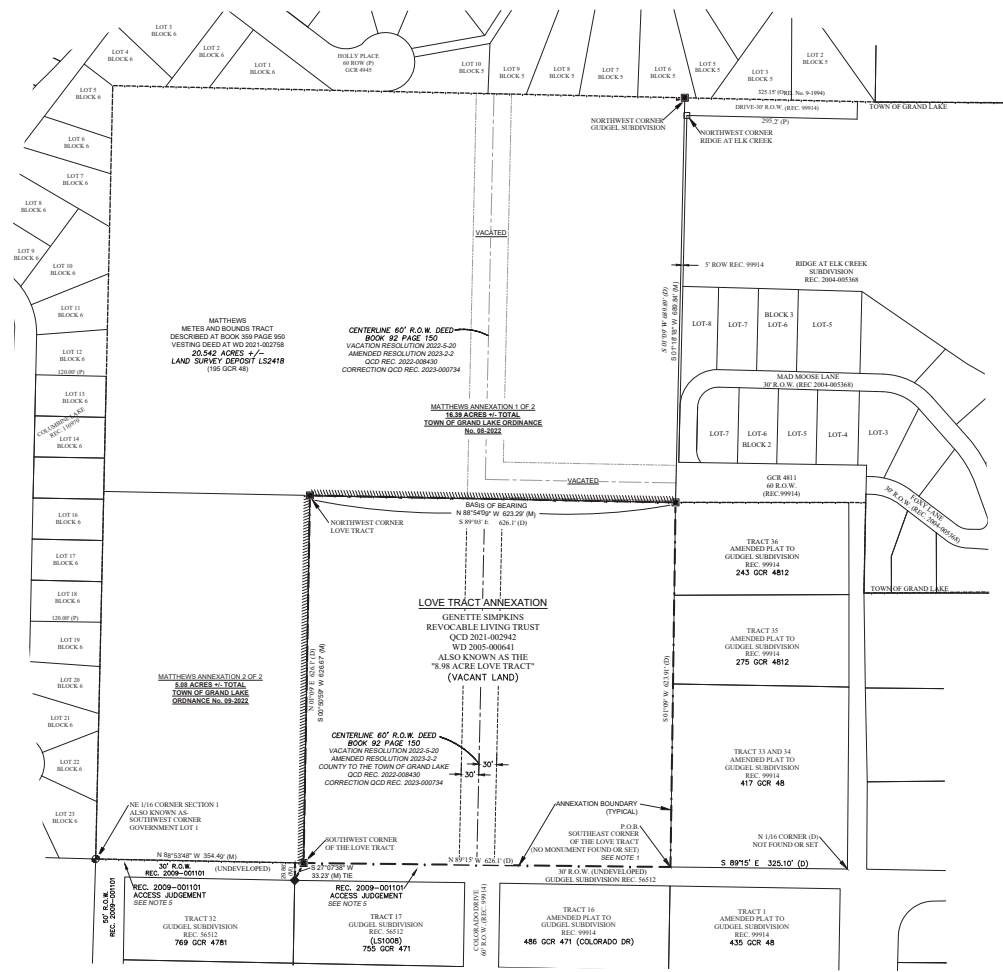
- LEGEND:**
- FOUND 30" LONG #5 REBAR WITH 3.20" DIA. ALUMINUM CAP STAMPED PLS 30663, AS DESCRIBED
 - FOUND SECTION CORNER AS DESCRIBED
 - FOUND #5 REBAR WITH 1.5" DIA. ALUMINUM CAP STAMPED PLS 11415, AS SHOWN ON LS461
 - FOUND #5 REBAR WITH YELLOW PLASTIC CAP STAMPED "DES PLS 26298", AT GRADE
 - POINT AS DESCRIBED
 - (P) - PLAT REC. 110970 BEARING AND DISTANCES
 - (M) - FIELD MEASURED
 - (C) - DEED INFORMATION
 - DIA. - DIAMETER
 - GCR - GRAND COUNTY ROAD
 - REC - RECEPTION
 - R.O.W. - RIGHT-OF-WAY
 - QCD - QUITCLAIM DEED
 - ND - WARRANTY DEED
 - - EXISTING TOWN LIMITS
 - ||||| - CONTIGUOUS BOUNDARY

SURVEYORS CERTIFICATE

I, KEITH E. LUTTRELL, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE TOWN OF GRAND LAKE, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY AND THAT THIS ANNEXATION MAP SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE TOWN OF GRAND LAKE, COLORADO CODES APPLICABLE THERE TO, AND THAT THIS ANNEXATION MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, IT IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, IT IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND THAT IT IS NOT A WARRANTY OR WARRANTY EITHER EXPRESSED OR IMPLIED.

KEITH E. LUTTRELL, PLS 36063
 FOR AND ON BEHALF OF
 PEAK TO PEAK LAND
 SURVEYING & MAPPING, INC.

FOR REVIEW



LOVE TRACT ANNEXATION CALCULATION

TOTAL PERIMETER TO BE ANNEXED = 2,502.2'
 1/8 PERIMETER REQUIRED = 417.0'
 CONTIGUITY LENGTH = 1,252.2'

TOTAL AREA = 88.98 ACRES

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

Peak to Peak Land
 Surveying & Mapping, Inc.
 P.O. Box 100
 Kremmling, Colorado 80469
 970-724-0724

LOVE TRACT ANNEXATION MAP
 A METES AND BOUNDS TRACT OF LAND
 DESCRIBED AT RECEPTION 2015-000641
 A TRACT OF LAND IN THE NE 1/4 (LOT 1) OF SECTION 1,
 TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M.,
 COUNTY OF GRAND, STATE OF COLORADO
 (VACANT LAND)

Draftsman: JL Checked by: KL Date: 03/09/2023 Job no.: 22-0161STANLEY

DRAFT ANNEXATION AGREEMENT
(Genette Simpkins RLT for Love Parcel)

THIS AGREEMENT is made and entered into this 19TH day of JULY, 2023, by and between Genette Simpkins RLT, a Colorado Revocable Living Trust, hereinafter referred to as "Owner," and the TOWN OF GRAND LAKE, a Colorado municipality, hereinafter referred to as "Grand Lake" or "Town."

WITNESSETH

WHEREAS, Owner desires to annex to Grand Lake an 8.98 acre property more particularly described on Exhibit A, which is attached hereto, incorporated herein, and made a part hereof (hereafter referred to as "the Property"); and

WHEREAS, Owner has executed a petition to annex the Property, dated January 31, 2023, a copy of which is on file with the Town Clerk; and

WHEREAS, Owner desires to annex the Property into the Town, to subdivide the Property into four (4) lots as shown on Exhibit B, and to zone each lot "Residential Estate" pursuant to the Town Code Section 12-2-9; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Agreement regarding annexation of the Property to the Town and other matters as set forth herein; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the Town of Grand Lake, as they may be amended from time to time; and

WHEREAS, Owner acknowledges the need for conveyances and dedication of certain property, including but not limited to property for rights-of-ways and easements, to Grand Lake as contemplated in this Agreement or the Grand Lake Municipal Code, in connection with annexation, subdivision, or development of the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.
2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town and to confirm previous discussions between the Parties related to the annexation and the Contract to Buy and Sell Real Estate dated September 28, 2020 previously entered into between the Town and Stanley & Simpkins Investments, LLC. relating to property commonly referred to as the Mathews property, which is adjacent to the Property. Except as expressly provided to the contrary, all terms and conditions are in addition to all requirements concerning annexation, subdivision, and development contained in the Grand Lake Municipal Code, Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §31-12-101 et seq.
3. Further Acts. Owner agrees to execute promptly upon request of Grand Lake any and all maps, surveys and other documents necessary to accomplish the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of Grand Lake.
4. Annexation Documents. Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, notices, maps and reports determined by Grand Lake to be necessary to accomplish t

annexation, subdivision, and development of the Property.

5. **Zoning and Land Use as Consideration for Annexation.** The Parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses presented in paragraph 10 below, and that the granting of such zoning by the Town of Grand Lake is a material consideration of the Owner's agreement to annex the Property to the Town. Owner shall take all actions necessary to permit zoning by Grand Lake of the annexed Property within the time prescribed by state statute and Town Code. In the event the Town does not zone the Property in accordance with the uses further described in paragraph 10, then the Town agrees not to oppose disconnection of the Property by the Owner, subject to the requirements of state law.
6. **Water Rights Dedication.** Owner shall dedicate water rights as required by Chapter 10 of the Grand Lake Municipal Code.
7. **Municipal Services.** Grand Lake agrees to make available to the Property all of the usual municipal services provided by the Town, in accordance with the ordinances and policies of the Town. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection services or emergency medical services, waste water or sewer treatment services.
8. **Public Improvements.** Except as specifically provided herein, all required public improvements shall be designed and constructed to Town standards by Owner at Owner's expense. Owner further agrees to provide financial guarantees for construction and warranty of all required improvements for each phase of the development, and to dedicate to the Town any or all of the improvements as required by Town ordinances. The public improvements and financial guarantees shall be set forth in a Development Agreement between the Town and Owner or other documents deemed acceptable by the Town. Such Development Agreement must be entered into before the earlier of (1) commencement of installation of public utility improvements or (2) issuance of the first building permit for any portion of the Property.
9. **Additional Obligations.**
 - a. As a portion of the consideration for the Town's purchase of the 21-acre Matthew's property adjacent to the Property, the Town and the Owner agreed to the following, which agreement is hereby confirmed:
 - (1) The Town will duly consider annexing the Property and be responsible for any fees associated with said annexation and the subsequent subdivision of the Property into four or fewer lots;
 - (2) The Town will provide a water tap to Owner at no charge to Owner to be used on the North East lot of the Property;
 - (3) The Town will grant to Owner and record a non-exclusive easement for access and utilities from Foxy Lane and Moose Lane to the Property across property belonging to the Town commonly known as the Matthews property, the location of such to be determined by the Town on or before January 1, 2024; and
 - (4) The parties will construct a road to the Property within the existing County owned Right Of Way immediately south of the Property and continuing through the Property from the South boundary to the North boundary of the Property ("the Roadway ROW"), and coordinate installation of utilities in such roadway as follows:
 - (i) On or before June 1, 2024, the Town shall remove the trees from the center 40 feet of the 60 foot Roadway ROW, and improve such 40 foot area to "rough grade." Rough grade will include all cut and fills and grading of such 40 foot wide area to within 2 feet of final grade, in compliance with road construction engineering specifications to be obtained

the Town.

- (ii) On or before October 31, 2024, Owner shall complete installation of deep utilities in the Roadway ROW, including installation of water and sewer mains near the center of the Roadway ROW.
- (iii) On or before June 1, 2025, the Town will finish the traveled portions of the Roadway ROW to within 6 inches of final grade.
- (iv) On or before September 1, 2025, Owner will complete installation of all other utilities including gas, electric, phone and cable along one or both of the 10 foot utility easements along the sides of such Roadway ROW.
- (v) Provided Owner completes installation of the public utility improvements, including initial acceptance of such public improvements by the Town, on or before September 1, 2025, the Town agrees to repair, replace, restore or construct the traveled portions of the Roadway ROW to a Class C roadway on or before October 31, 2025.
- (vi) The deadline for either party to complete their respective tasks set forth in subsections (i) through (v) may be extended by written agreement of the parties in the event of adverse weather, supply problems or other unforeseen circumstances.
- (vii) Prior to the earlier of (1) Owner’s commencement of installation of public utility improvements or (2) issuance of the first building permit for any portion of the Property, Owner shall enter into a Development Agreement acceptable to the Town, as provided for in Section 8, above.
- (viii) Any provision of a subsection of this Section 9 to the contrary notwithstanding, and regardless of whether Owner has completed installation of utilities in or near the Roadway ROW, after September 1, 2025, the Town shall have the right but not the obligation to construct such roadway within the Roadway ROW as the Town deems appropriate to provide access to the Town’s adjacent property, known as the Mathews property

b. Owner will record a deed restriction on the Property and each of the four (4) lots to be created as a result of subdividing the Property, within thirty (30) days of the date of approval of the plat creating the four lots, prohibiting the Property or any of the four resulting lots from being further subdivided.

c. Owner shall be responsible for the acquisition, design, construction, implementation, and mitigation of all on site and off site impacts and improvements, with such obligations to be more specifically agreed upon by the parties as part of the Development Agreement provided for in Section 8 above.

10. Zoning and Land Use.

a. It is Owner’s intent and desire to subdivide the Property into four (4) lots, each zoned Residential Estate – RE as set forth in Grand Lake Municipal Code Section 12-2-9.

b. Owner agrees that the design, improvement, construction, and development of the Property described herein shall be in conformance with the Town of Grand Lake requirements, as those requirements exist at the time of site plan or other land development applications.

c. Rezoning Process. Owner has submitted a request to rezone the Property Residential Estate – RE and such request has been processed concurrently with the petition for annexation. This provision does not waive the authority of the Owner or the Town of Grand Lake to initiate rezoning of the land in accordance with the ordinances of the Town of Grand Lake. Land use is subject to the police power and legislative authority of the Town of Grand Lake.

11. Deferred Submittals. The Parties recognize and agree there are several items the Grand Lake Town Code contemplates will be submitted as part of the subdivision process or as part of the final development application prior to approval of the final plat. However, the Parties further recognize that some of those items can safely and reasonably be postponed until a later point in the development process and that their submission at the time of the final plat is unnecessary, so long as they are provided before any physical development of the Property commences. Accordingly, the Parties agree that the submission of the following items are postponed until the filing of the first application for a building permit or other permit to be issued by the Town in connection with development of the Property:

- a. The drawn and graphic information required in the Preliminary Development Application as provided for in Article 12-9 of the Town Code, but in its finalized, detailed form.
- b. Final engineering plans for public roads.
- c. Final engineering plans for utility systems.
- d. Final engineering plans for storm drainage control systems.
- e. Any other data, surveys, analyses, studies, plans, designs, or submissions that are otherwise required as part of the Final Development Application, as provided for in Article 12-9 of the Town Code.

12. Development and Construction in Conformance with all Applicable Laws, Rules, and Regulations. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions, laws, rules and regulations including without limitation, those pertaining to annexation, development, subdivision, zoning, storm drainage, utilities, streets and roadways, access to Town streets and roadways, and flood control, as those regulations may be amended from time to time.

13. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

14. Disconnection. No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement, except as expressly provided herein. In the event the Property or any portion thereof is disconnected, Grand Lake shall have no obligation to provide any services of any kind to the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

15. Severability. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

16. Future Cooperation. The parties agree they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate its purpose and the intent of the parties.

17. No Joint Venture or Partnership/No Assumption of Liability. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute any party hereto as any agent of another party hereto for any purpose whatsoever. Except as specifically otherwise provided in this agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.
18. Amendment. This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Grand County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.
19. Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written between the parties.
20. Owner. As used in the Agreement, the term “Owner” shall include any of the trustees, beneficiaries, heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement and shall be subject to the terms of this Agreement, as if they were the original parties thereto. In the event of a transfer of all or any portion of the Property, provided the Town approves such transfer, such approval not to be unreasonably withheld, the transferring Owner shall be relieved of any and all obligations under this Agreement that arise after the date of such transfer with respect to the transferred portions of the Property.
21. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinance, resolution, regulation, or policy is intended to refer to also include subsequent amendments or revisions to such ordinance, resolution, regulation, or policy, and the parties agree such amendments or revisions shall be binding upon Owner.
22. Failure to Annex. This Agreement shall be null and void if the Town fails to approve the annexation of the Property.
23. Breach of Agreement.
 - a. Breach by Owner; Town’s Remedies. In the event of a default or breach by the Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take action, as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town’s remedies include:
 - (1) The refusal to issue to the Owner any development permit, building permit, certificate of occupancy, or other approval. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers (i.e. purchasers of individual lots by persons unrelated to Owner);
 - (2) A demand that the security given for the completion of the public improvements be paid or honored;
 - (3) The refusal to consider further development plans within the Property; and /or
 - (4) Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Owner ten (10) days written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action by the Town.

b. Breach by Town. Parties agree that in the event of a breach by the Town, Owner will have the right to seek all remedies provided by law, except and excluding any claim against the Town for damages or other monetary relief of any kind.

24. General Provisions. Town shall, at no cost to the Town, cooperate with Owner with any filings, applications, approvals, or other administrative procedures with governmental entities other than the Town, which are necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner. Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town’s legislative, governmental or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this agreement prohibit the enactment by the Town of any fee, resolution or ordinance which is of uniform or general application throughout the Town or a specific system or section within the Town.

25. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered, or sent via registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either Party, by notice so given, may change the address to which future notices shall be sent.

Notice to Town: Town of Grand Lake
Attn: Town Manager
1026 Park Avenue
PO Box 99
Grand Lake, CO 80447

With copy to: Town Attorney
Town of Grand Lake
8400 E. Prentice Avenue, Penthouse
Greenwood Village, CO 80111

Notice to Owner: Genette Simpkin’s RLT
Attn: Genette Simpkins
45-238 Kokokahi Place
Kaneohe, HI 96744

26. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors’ approval to the annexation and the terms and conditions.

27. Legislative Discretion. The Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town of Grand Lake. No assurances of annexation, zoning, or other land use have been made or relied upon by the Owner, except as expressly set forth in this Agreement. In the event that, in the exercise of its legislative discretion, any action with respect to the annexation, zoning or land use approval for the Property, as contemplated herein is not taken, then the Ow

[Handwritten Signature]

Notary Public in and for the State of Colorado; *Hawaii*
My commission *NPL*



NOTARY PUBLIC CERTIFICATION
Robin S. Nakagawa First Judicial Circuit
Doc. Description: DRAFT ANNEXATION
AGREEMENT General
Samplings Pt for Love parcel

No. of Pages: 11 Date of Doc. 1/19/23

[Handwritten Signature] 1/19/23
Notary Signature Date
Commission Expires 1/21/2025



**ANNEXATION AGREEMENT
EXHIBITS**

- A. Legal Description
- B. Graphic of proposed easements, roads, rights of way, and utilities. (Draft Final Plat)

EXHIBIT A: Legal Description

EXHIBIT B: Graphic of proposed easements, roads, rights of way, and utilities. (Draft Final Plat)

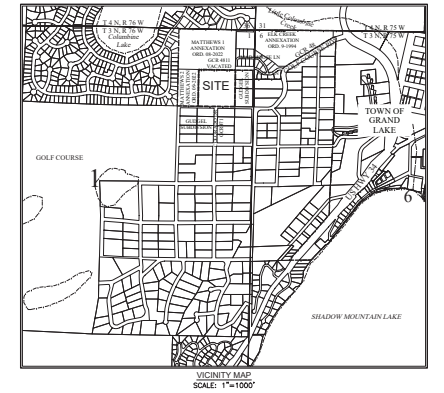
LOVE TRACT ANNEXATION MAP

A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641

A TRACT OF LAND IN THE NE 1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6th PRINCIPAL MERIDIAN,
COUNTY OF GRAND, STATE OF COLORADO
(VACANT LAND)

SURVEY NOTES:

1. THIS ANNEXATION MAP IS NOT A BOUNDARY SURVEY OR SHALL IT BE CONSTRUED AS A BOUNDARY DETERMINATION OF OWNERSHIP AND/OR OCCUPATION. THIS ANNEXATION IS 8.98 ACRES PER DEED RECORDED AT RECEPTION 2005-000641 HAVING A DEED CLOSURE OF 1:20333.7.
2. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS ANNEXATION MAP. GRAND COUNTY CLERKS RECORDS:
 - a. BOOK 102 PAGE 265, WARRANTY DEED, MATTHEWS TO MATTHEWS, FILED JANUARY 19, 1986.
 - b. BOOK 104 PAGE 265, WARRANTY DEED, MATTHEWS TO BEYER, FILED OCTOBER 4, 1984.
 - c. RECEPTION 10970, PLAT OF GUGDEL SUBDIVISION, RECORDED NOVEMBER 9, 1994.
 - d. BOOK 92 PAGE 150, RIGHT OF WAY DEED, CLIFTON B. HOWARD TO THE BOARD OF COUNTY COMMISSIONERS, FILED SEPTEMBER 25, 1981.
 - e. BOOK 116 PAGE 354, WARRANTY DEED, ESTATE OF CLIFTON B. HOWARD TO MATTHEWS, RECORDED MAY 4, 1995.
 - f. RECEPTION 9914, PLAT OF AMENDED PLAT TO GUGDEL SUBDIVISION, RECORDED FEBRUARY 24, 1994.
 - g. RECEPTION 110970, PLAT OF COLUMBINE LAKE, RECORDED MAY 21, 1969.
 - h. RECEPTION 2021-00076, SURVEY DEED, SUBJECT VESTING DEED WITH PROPERTY DESCRIPTION USING CALLS TO THE COLUMBINE LAKE MONUMENTS DONE JUNIOR AND WRITTEN BY LS1415 BY LAND SURVEY DEPOSIT (LSD).
 - i. RECEPTION 2022-008429, COUNTY RESOLUTION TO VACATE A PORTION OF THE 60' WIDE RIGHT-OF-WAY DESCRIBED ON RIGHT-OF-WAY DEED BOOK 92 PAGE 150.
 - j. RECEPTION 2022-008430, QUIT CLAIM DEED TO THE TOWN OF GRAND LAKE FOR A PORTION A THE 60' WIDE RIGHT-OF-WAY DESCRIBED ON RIGHT-OF-WAY DEED BOOK 92 PAGE 150.
 - k. RECEPTION 110970, PLAT OF COLUMBINE LAKE, RECORDED MAY 21, 1969.
 - l. GRAND COUNTY SURVEY DEPOSIT (LSD).
 - m. LS461, DEPOSIT DATE DECEMBER 12, 1995, IMPROVEMENT SURVEY PLAT BY PLS 11415 DATED 12/5/1995.
 - n. LS2418, DEPOSIT DATE OF JULY 14, 2021, IMPROVEMENT SURVEY PLAT BY PLS 30663 DATED 11/16/2021, TITLE COMMITMENT.
 - o. COMMITMENT NO. 1189815-C ISSUED BY TITLE COMPANY OF THE ROCKIES AS AGENTS FOR WESTCO LAND TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF FEBRUARY 27, 2023.
3. THE BASIS OF BEARING FOR THIS ANNEXATION MAP IS ALONG THE NORTH LINE OF THE LOVE TRACT, BETWEEN FOUND #5 REBAR WITH 1.5" DIA. ALUMINUM CAPS STAMPED "PLS 11415" AS SHOWN HEREON HAVING A BEARING OF N 89°00' W, AS MEASURED BY RTN/GPS METHOD ON NOVEMBER 6, 2020. LINEAR UNITS SHOWN ARE U.S. SURVEY FOOT.
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PROPERTY DESCRIPTION: (PER BOOK WARRANTY DEED REC. 2015-000641)

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THENCE S 89°15' EAST, FOR A DISTANCE OF 626.1 FEET TO THE NE CORNER OF THIS TRACT AND THE INTERSECTION WITH THE WEST LINE OF GUGDEL SUBDIVISION;

THENCE ALONG SAID WEST LINE OF GUGDEL SUBDIVISION SOUTH 01°09' WEST, FOR A DISTANCE OF 623.91 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

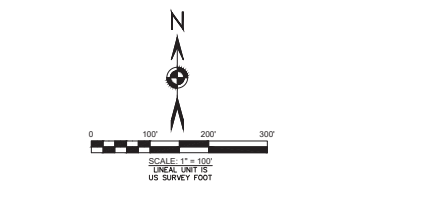
EXCEPT THAT PORTION CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GRAND AND STATE OF COLORADO BY INSTRUMENT RECORDED SEPTEMBER 20, 1944 IN BOOK 92 AT PAGE 150.

GRAND COUNTY ASSESSOR DATA:
 PARCEL NUMBER 1191-011-00-002
 VACANT LAND
 ZONED GRAND COUNTY RESIDENTIAL
 INCLUDED IN THE THREE LAKES DESIGN AND REVIEW AREA AND THE GRAND COUNTY URBAN GROWTH AREA 2

TRUSTEES STATEMENT:
 APPROVED FOR ANNEXATION BY ORDINANCE No. _____ DAY OF _____, 20____
 BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE

MAYOR _____ DATE _____
 TOWN CLERK _____ DATE _____
 TOWN ATTORNEY _____ DATE _____

ORDINANCE No. _____ EFFECTIVE DATE _____



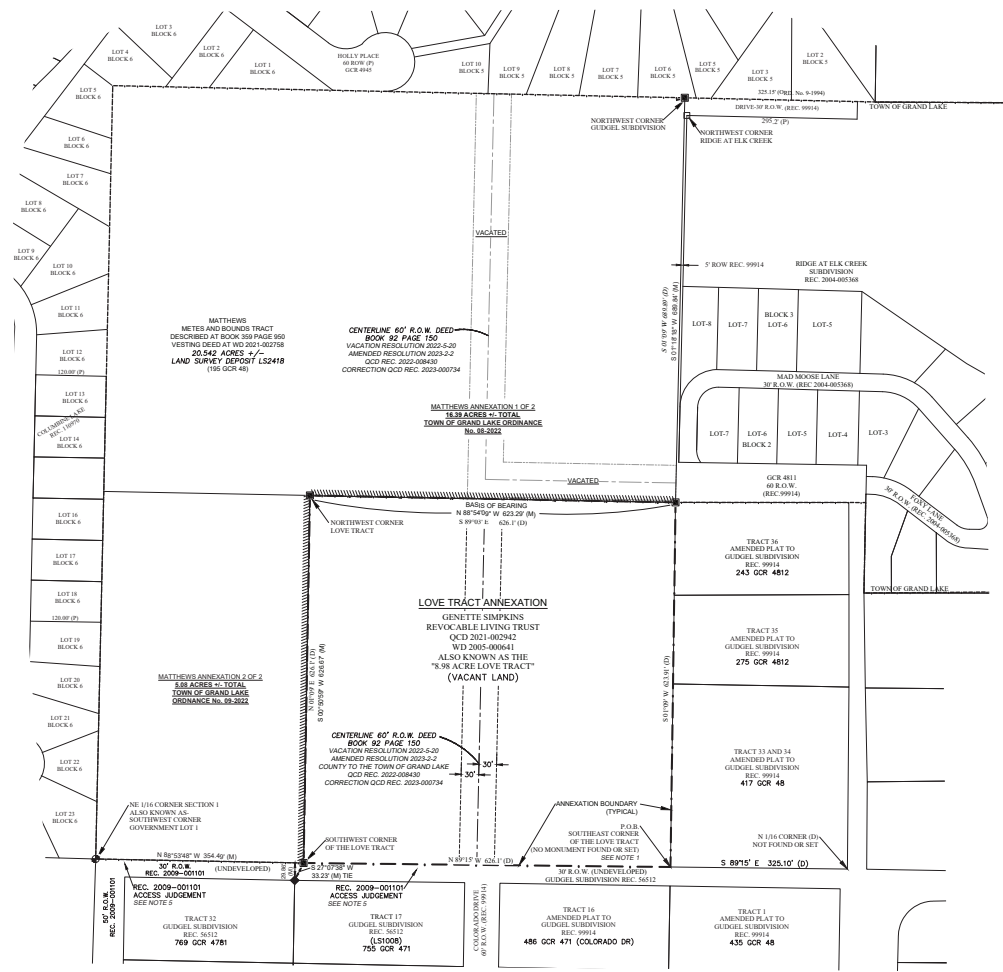
- LEGEND:**
- FOUND 30" LONG #5 REBAR WITH 3.20" DIA. ALUMINUM CAP STAMPED PLS 30663, AS DESCRIBED
 - FOUND SECTION CORNER AS DESCRIBED
 - FOUND #5 REBAR WITH 1.5" DIA. ALUMINUM CAP STAMPED PLS 11415, AS SHOWN ON LS461
 - FOUND #5 REBAR WITH YELLOW PLASTIC CAP STAMPED "DES PLS 26298", AT GRADE
 - POINT AS DESCRIBED
 - (P) - PLAT REC. 110970 BEARING AND DISTANCES
 - (M) - FIELD MEASURED
 - (D) - DEED INFORMATION
 - DIA. - DIAMETER
 - GCR - GRAND COUNTY ROAD
 - REC - RECEPTION
 - R.O.W. - RIGHT-OF-WAY
 - QCD - QUITCLAIM DEED
 - WD - WARRANTY DEED
 - - EXISTING TOWN LIMITS
 - ||||| - CONTIGUOUS BOUNDARY

SURVEYORS CERTIFICATE

I, KEITH E. LUTTRELL, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE TOWN OF GRAND LAKE, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION MAP SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE TOWN OF GRAND LAKE, COLORADO CODES APPLICABLE THERE TO, AND THAT THIS ANNEXATION MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, IT IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, IT IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND THAT IT IS NOT A WARRANTY OR WARRANTY EITHER EXPRESSED OR IMPLIED.

KEITH E. LUTTRELL, PLS 36063
 FOR AND ON BEHALF OF
 PEAK TO PEAK LAND
 SURVEYING & MAPPING, INC.

FOR REVIEW



LOVE TRACT ANNEXATION CALCULATION

TOTAL PERIMETER TO ANNEX = 2,502.2'
 18' PERIMETER REQUIRED = 411.7'
 CONTIGUITY LENGTH = 1,252.2'

TOTAL AREA = 88.98 ACRES

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

Peak to Peak Land
 Surveying & Mapping, Inc.
 P.O. Box 100
 Kremmling, Colorado 80469
 970-724-0724

LOVE TRACT ANNEXATION MAP
 A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641
 A TRACT OF LAND IN THE NE 1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6th P.M., COUNTY OF GRAND, STATE OF COLORADO (VACANT LAND)

Draftsman: JL Checked by: KL Date: 03/09/2023 Job no.: 22-0161STANLEY

LUCY LOVE MINOR SUBDIVISION

A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641

A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO
CONVEYED BY QUIT CLAIM DEED RECEPTION 2021-002942

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT GENETTE SIMPKINS REVOCABLE LIVING TRUST IS THE OWNER OF A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., AND SECTION 6, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THIS TRACT WHENCE THE N1/16 CORNER BETWEEN SAID SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., AND SECTION 6, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEARS SOUTH 89°15' EAST, FOR A DISTANCE OF 325.1 FEET;

THENCE RUNNING ALONG THE N1/16TH LINE OF SECTION 1, NORTH 89°15' WEST FOR A DISTANCE OF 626.1 FEET TO THE SW CORNER OF THIS TRACT;

THENCE NORTH 1°09' EAST, FOR A DISTANCE OF 626.1 FEET TO THE NW CORNER OF THIS TRACT;

THENCE S 89°03' EAST, FOR A DISTANCE OF 626.1 FEET TO THE NE CORNER OF THIS TRACT AND THE INTERSECTION WITH THE WEST LINE OF GUGDEL SUBDIVISION;

THENCE ALONG SAID WEST LINE OF GUGDEL SUBDIVISION SOUTH 01°09' WEST, FOR A DISTANCE OF 623.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE TOWN OF GRAND LAKE CORRECTION QUIT CLAIM DEED RECEPTION 2023-000734.

That the owner(s) have caused said real property to be consolidated into one lot, laid out and surveyed under the name and style LUCY LOVE MINOR SUBDIVISION, and does hereby dedicate and set apart all of the streets, alleys, and other public ways and places as shown on the accompanying plat to the use of the public forever, and does hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat as easements.

IN WITNESS WHEREOF GENETTE SIMPKINS REVOCABLE LIVING TRUST has caused it's name to be hereunto subscribed this

_____ day of _____, A.D., 20____

ATTEST:
GENETTE SIMPKINS : _____

NOTARY:
STATE OF _____)
COUNTY OF _____)SS

The foregoing instrument was acknowledged before me this _____ day of _____, A.D., 20____

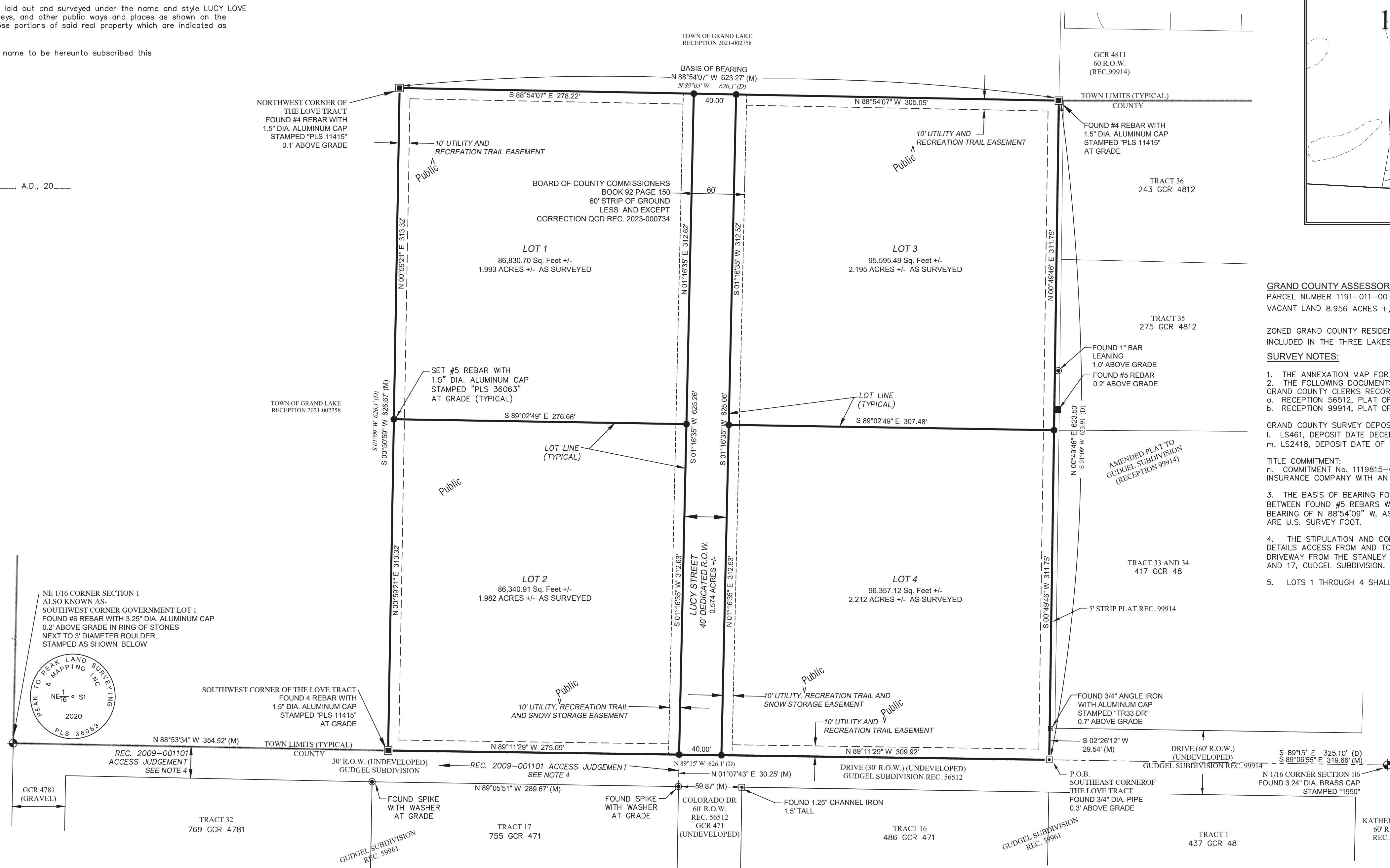
by GENETTE SIMPKINS.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL) _____

NOTARY PUBLIC



GRAND COUNTY ASSESSOR DATA:
PARCEL NUMBER 1191-011-00-002
VACANT LAND 8.956 ACRES +/- AS SURVEYED

ZONED GRAND COUNTY RESIDENTIAL-ANNEXATION TO THE TOWN OF GRAND LAKE ANTICIPATED IN 2023 INCLUDED IN THE THREE LAKES DESIGN AND REVIEW AREA AND THE GRAND COUNTY URBAN GROWTH AREA 2

- SURVEY NOTES:**
1. THE ANNEXATION MAP FOR THIS TRACT IS RECORDED AT RECEPTION _____
 2. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS PLAT.
GRAND COUNTY CLERK'S RECORDS:
a. RECEPTION 86512, PLAT OF GUGDEL SUBDIVISION, RECORDED NOVEMBER 5, 1941.
b. RECEPTION 99914, PLAT OF AMENDED PLAT TO GUGDEL SUBDIVISION, RECORDED FEBRUARY 24, 1964.

GRAND COUNTY SURVEY DEPOSIT:
l. LS461, DEPOSIT DATE DECEMBER 12, 1995, IMPROVEMENT SURVEY PLAT BY PLS 11415 DATED 12/5/1995.
m. LS2418, DEPOSIT DATE OF JULY 14, 2021, IMPROVEMENT SURVEY PLAT BY PLS 36063 DATED 11/16/2021.

TITLE COMMITMENT:
n. COMMITMENT No. 1119815-C ISSUED BY TITLE COMPANY OF THE ROCKIES AS AGENTS FOR WESTCO LAND TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF FEBRUARY 27, 2023.

3. THE BASIS OF BEARING FOR THIS MINOR SUBDIVISION PLAT IS ALONG THE NORTH LINE OF THE LOVE TRACT, BETWEEN FOUND #5 REBARS WITH 1.5" DIA. ALUMINUM CAPS STAMPED "PLS 11415" AS SHOWN HEREON HAVING A BEARING OF N 88°54'09" W, AS MEASURED BY RTK/GPS METHOD ON NOVEMBER 6, 2020. LINEAR UNITS SHOWN ARE U.S. SURVEY FOOT.
4. THE STIPULATION AND CONSENT JUDGEMENT AT RECEPTION 2009-001100 AND 2009-001101 RESPECTIVELY DETAILS ACCESS FROM AND TO THE STANLEY PROPERTY. BULLET ITEM 12 STATES, THERE SHALL BE NO ROAD OR DRIVEWAY FROM THE STANLEY PROPERTY ONTO THE 30' WIDE STRIP IMMEDIATELY TO THE NORTH OF TRACTS 32 AND 17, GUGDEL SUBDIVISION.
5. LOTS 1 THROUGH 4 SHALL BE RESTRICTED FROM FURTHER SUBDIVIDING.

PLANNING COMMISSION CERTIFICATE

APPROVED THIS _____ day of _____, A.D., 20____

Town Planning Commission, Grand Lake, Colorado

CHAIR: _____
Chairman

TOWN BOARD OF TRUSTEES CERTIFICATE

APPROVED THIS _____ day of _____, A.D., 20____, by the Board of Trustees, Grand Lake, Colorado.

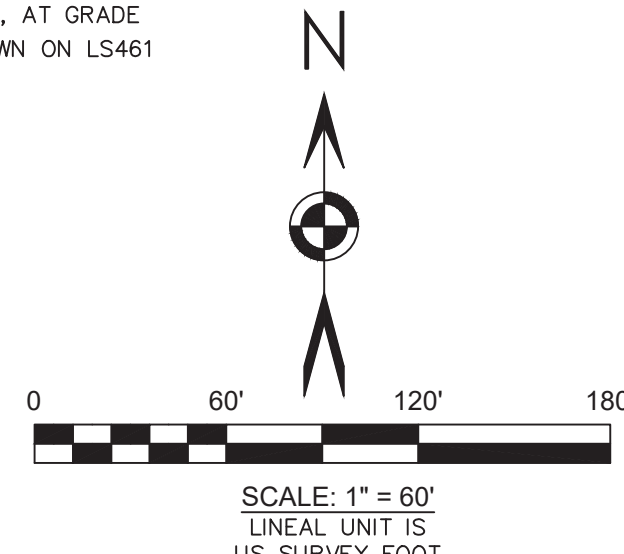
This Approval does not guarantee that the size or soil or flooding conditions of any Lot shown hereon are such that a building permit shall be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, street improvements, paving, grading,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

ATTEST:
CLERK: _____ MAYOR: Steve Kudron

Town Clerk

LEGEND

- -SET 18" LONG #5 REBAR WITH 1.5" DIA. ALUMINUM CAP STAMPED "PLS 36063", AT GRADE
- -FOUND #4 REBAR WITH 1.5" DIA. ALUMINUM CAP STAMPED PLS 11415, AS SHOWN ON LS461
- -FOUND #5 REBAR, AS DESCRIBED
- -FOUND #5 REBAR, AS DESCRIBED
- ⊠ -TELEPHONE PEDESTAL
- ◇ -COMMUNICATION PEDESTAL
- ⊞ -ELECTRIC BOX
- (M) -FIELD MEASURED
- (D) -DEED DIMENSION
- ∅ -DIAMETER
- GCR -GRAND COUNTY ROAD
- LS -GRAND COUNTY LAND SURVEY DEPOSIT
- REC.-RECEPTION
- R.O.W.-RIGHT OF WAY
- - - - -PLATTED EASEMENTS



SURVEYOR'S CERTIFICATE

I, KEITH E. LUTTRELL, PLS 36063, A DULY LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MINOR SUBDIVISION PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY SUPERVISION, AND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 50 AND 51, COLORADO REVISED STATUTES, AND THAT THE MONUMENTS REQUIRED BY SAID STATUTES AND BY THE TOWN OF GRAND LAKE DEVELOPMENT REGULATIONS HAVE BEEN PLACED ON THE GROUND. IT IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, IT IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND THAT IT IS NOT A GUARANTY OR WARRANTY EITHER EXPRESSED OR IMPLIED.

KEITH E. LUTTRELL, PLS 36063
FOR AND ON BEHALF OF
PEAK TO PEAK LAND SURVEYING & MAPPING, INC.

FOR REVIEW

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.

Peak to Peak Land
Surveying & Mapping, Inc.
P.O. Box 100
Kremmling, Colorado 80459
970-724-0724

LUCY LOVE MINOR SUBDIVISION
A METES AND BOUNDS TRACT OF LAND
DESCRIBED AT RECEPTION 2015-000641
A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1,
T-3-N, R-76-W OF THE 6th P.M., TOWN OF GRAND LAKE,
COUNTY OF GRAND, STATE OF COLORADO
CONVEYED BY QUIT CLAIM DEED RECEPTION 2021-002942

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



TITLE COMPANY
of the rockies

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

COMMITMENT TRANSMITTAL

Commitment Ordered By:

Andrea Cox
RE/MAX Resorts of Grand County
P.O. Box 39
728 Grand Avenue
Grand Lake, CO 80447
Phone: 970-627-1000 Fax: 970-627-8881
email:
andrea@rkymtnhi.com;shurie@grandmtnremax.com;rebecca@grandmtnremax.com

Inquiries should be directed to:

Authorized Officer or Agent
Title Company of the Rockies
721 Grand Avenue, Suite B
P.O. Box 1939
Grand Lake, CO 80447
Phone: 970-627-0400 Fax: 877-239-2981

Commitment Number:

1119815-C

Buyer's Name(s):

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below

Seller's Name(s):

Genette Simpkins Revocable Living Trust
, Grand Lake, CO 80447

Property:

Subd: Metes & Bounds 76 all 8.98 AC in Lot 1 SEC1 T3N R76 Desc B/203 P/256 - Grand County, CO

COPIES / MAILING LIST

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below Genette Simpkins Revocable Living Trust

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

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



TITLE COMPANY
of the rockies

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

Commitment Ordered By:

Andrea Cox
RE/MAX Resorts of Grand County
P.O. Box 39
728 Grand Avenue
Grand Lake, CO 80447
Phone: 970-627-1000 Fax: 970-627-8881
email:
andrea@rkymtnhi.com;shurie@grandmtnremax.com;reb
ecca@grandmtnremax.com

Inquiries should be directed to:

Authorized Officer or Agent
Title Company of the Rockies
721 Grand Avenue, Suite B
P.O. Box 1939
Grand Lake, CO 80447
Phone: 970-627-0400 Fax: 877-239-2981

Commitment Number:

1119815-C

Buyer's Name(s):

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below

Seller's Name(s):

Genette Simpkins Revocable Living Trust

Property:

, Grand Lake, CO 80447
Subd: Metes & Bounds 76 all 8.98 AC in Lot 1 SEC1 T3N R76 Desc B/203 P/256 - Grand
County, CO

TITLE CHARGES

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

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

Owner's Policy Premium:	\$0.00
Loan Policy Premium:	\$0.00
Additional Lender Charge(s):	
Additional Other Charge(s):	\$25.00
Tax Certificate:	
Total Endorsement Charge(s):	
TBD Charge(s):	\$250.00
TOTAL CHARGES:	\$275.00

COMMITMENT FOR TITLE INSURANCE

Issued by



as agent for

Westcor Land Title Insurance Company

SCHEDULE A

Reference:

Commitment Number: 1119815-C

1. Effective Date: **February 27, 2023, 7:00 am** Issue Date: **March 07, 2023**

2. Policy (or Policies) to be issued:

ALTA® 2021 Owner's Policy Policy Amount: *Amount to be Determined*
Premium: *Amount to be Determined*

Proposed Insured: **Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below**

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

4. The Title is, at the Commitment Date, vested in:
Genette Simpkins Revocable Living Trust

5. The Land is described as follows:

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE
For Informational Purposes Only - APN: **R168240 / 119101100002**

Countersigned
Title Company of the Rockies, LLC

By:

Mike Mulligan

Commitment No: 1119815-C

SCHEDULE A (continued)**LEGAL DESCRIPTION**

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

A tract of land in the NE1/4 NE1/4 (Lot 1) of Section 1, Township 3 North, Range 76 West of the 6th P.M., being more particularly described as follows:

Beginning at the SE corner of this tract whence the N1/16 Corner between said Section 1, Township 3 North, Range 76 West of the 6th P.M. and Section 6, Township 3 North, Range 75 West of the 6th P.M. bears South 89°15' East, for a distance of 325.1 feet;

Thence running along the N1/16 line of said Section 1, North 89°15' West for a distance of 626.1 feet to the SW corner of this tract;

Thence North 01'09" East, for a distance of 626.1 feet to the NW corner of this tract;

Thence South 89°03' East, for a distance of 626.1 feet to the NE corner of this tract and the intersection with the West line of Gudgel Subdivision;

Thence along said West line of Gudgel Subdivision South 01°09' West, for a distance of 623.91 feet, more or less, to the point of beginning.

EXCEPT that portion conveyed to the Board of County Commissioners of the County of Grand and State of Colorado by instrument recorded September 20, 1944 in [Book 92 at Page 150](#).

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

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Commitment No: 1119815-C

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

THE COMPANY RESERVES THE RIGHT TO CONDUCT AN ADDITIONAL SEARCH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GRAND COUNTY, COLORADO FOR JUDGMENT LIENS, TAX LIENS OR OTHER SIMILAR OR DISSIMILAR INVOLUNTARY MATTERS AFFECTING THE GRANTEE OR GRANTEES, AND TO MAKE SUCH ADDITIONAL REQUIREMENTS AS IT DEEMS NECESSARY, AFTER THE IDENTITY OF THE GRANTEE OR GRANTEES HAS BEEN DISCLOSED TO THE COMPANY.

NOTE: THIS COMMITMENT IS ISSUED UPON THE EXPRESS AGREEMENT AND UNDERSTANDING THAT THE APPLICABLE PREMIUMS, CHARGES AND FEES SHALL BE PAID BY THE APPLICANT IF THE APPLICANT AND/OR ITS DESIGNEE OR NOMINEE CLOSES THE TRANSACTION CONTEMPLATED BY OR OTHERWISE RELIES UPON THE COMMITMENT, ALL IN ACCORDANCE WITH THE RULES AND SCHEDULES OF RATES ON FILE WITH THE COLORADO DEPARTMENT OF

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Commitment No: **1119815-C**

INSURANCE.

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Commitment No: 1119815-C

SCHEDULE B, PART II
Exceptions

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

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

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Reservation, exceptions and rights of way, as contained in United States Patent, recorded February 18, 1926 in [Book 53 at Page 620](#).
8. Terms, agreements, provisions, conditions and obligations as contained in Stipulation recorded February 5, 2009 at [Reception No. 2009001100](#).

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

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Commitment No: **1119815-C**

9. Terms, agreements, provisions, conditions and obligations as contained in Consent Judgment recorded February 5, 2009 at [Reception No. 2009001101](#).
10. Terms, agreements, provisions, conditions and obligations as contained in Temporary Variance Agreement by and between Three Lakes Water and Sanitation district and Stanley & Simpkins Investments, LLC, recorded October 13, 2010 at [Reception No. 2010008031](#), recorded August 16, 2012 at [Reception No. 2012006058](#), recorded September 23, 2014 at [Reception No. 2014006161](#) and recorded August 10, 2017 at [Reception No. 2017006345](#).

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

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DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

Note 7: Our Privacy Policy:

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

Note 8: Records:

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

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

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

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

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

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

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

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

Title Company of the Rockies

Disclosures

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Issued By:

**WESTCOR LAND TITLE INSURANCE
COMPANY**

Title Company of the Rockies, LLC

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



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

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

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

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1. DEFINITIONS

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

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

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

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

4. COMPANY’S RIGHT TO AMEND

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

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

5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

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8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

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SPECIAL POWER OF ATTORNEY

I, Genette L. Simpkins, of Genette Simpkins Revocable Living Trust, hereby appoint Thomas D. Stanley of Colorado, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

My agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

1. Annex 8.98 acre parcel into town of Grand Lake.
2. Includes acquisition of water rights, subdivision of parcel and easement to town.

I hereby grant to my Agent the full right, power, and authority to perform every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if I were personally present and acting.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent as empowered under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under the authority granted by this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

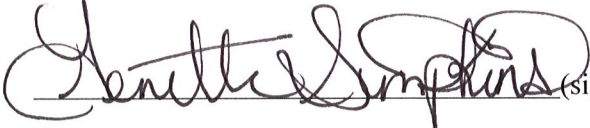
My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney. The compensation for acting as my Agent shall be \$ To be determined.


My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.


This Power of Attorney shall become effective immediately. This Power of Attorney shall continue effective until my death or until I lack sufficient mental competence to understand and handle my financial and personal affairs. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated May 25, 2021 at Honolulu, Hawaii.

Genette Simpkins (name)

 (signature)

Witness 1 Signature: 
Name: Kevin Simpkins
City: Honolulu
State: Hawaii

Witness 2 Signature: 
Name: Korey Peters
City: Honolulu
State: Hawaii

City of STATE OF Hawaii
COUNTY OF Honolulu

On 25th day of May 2021 before me, Karen Nakamoto, personally
appeared Kevin Simpkins and Gene & Corey Peters

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Hawaii
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

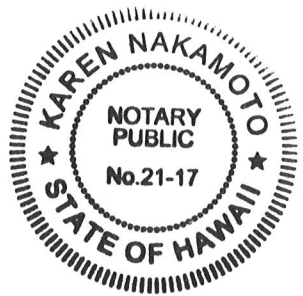
Karen Nakamoto
Signature of Notary Public



Doc. Date: 5/25/2021 # Pages: 3
Karen Nakamoto First Circuit
Doc. Description: Special power
of Attorney

Karen Nakamoto 5/25/2021
Notary Signature Date

NOTARY CERTIFICATION





BOARD OF TRUSTEES STAFF MEMORANDUM

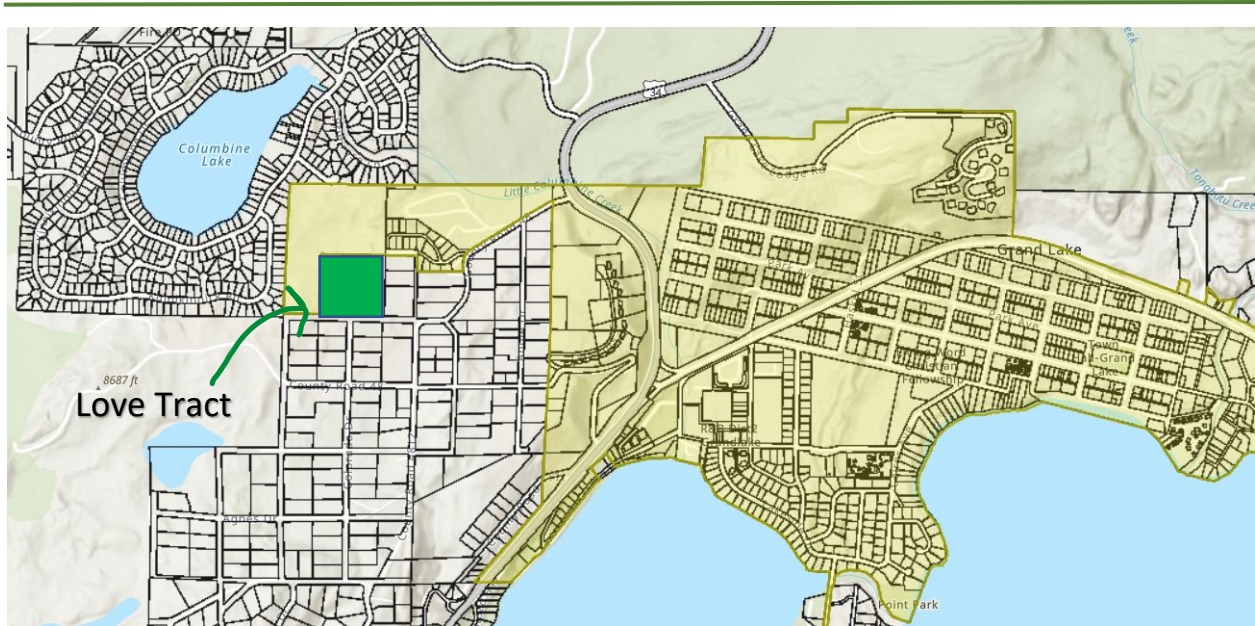
DATE: July 24th, 2023
 TO: Mayor Kudron and Board of Trustees
 FROM: Kimberly White, Community Development Director
 SUBJECT: **Public Hearing (Quasi-Judicial)** Resolution 22-2023; Consideration of a Minor Subdivision Plat for the Vacant Property Located at Subd: METES & BOUNDS 76 ALL 8.98 AC IN LOT 1 SEC 1 T3N R76 DESC B/203 P/256 to be Named the “Lucy Love Minor Subdivision”

SUMMARY OF

REQUEST: Divide the 8.98 acre parcel after annexation.

The Site Plan proposes to:

- Divide the property into 4, 2-acres parcels
- Dedicate 10’ utility and public recreation trail easements



Background:

Per the municipal code 12-6-7, a minor subdivision is involving four (4) or less lots. The minor subdivision process allows for a more condensed subdivision process. Per municipal code 12-9-4, the sketch plan is not required, but did occur, and the Preliminary development hearing can occur at the time of the Final development hearing.

On 6/7/2023 the Planning Commission heard the sketch plan presentation and were in favor of the subdivision, but wanted language to be included that prevented further subdivision of the 4 parcels and also wanted to see the center utility and trail easement be labeled as a public recreation trail.

On 6/21/2023, at a public hearing of the Planning Commission, the Commissioners recommended the approval of the combined preliminary and Final Development plan for the subdivision and stated that



the addition of the 10' easement to the outer perimeter of the 8.98 Acres would constitute the 7% land dedication.

Required Submittal for Preliminary Development Application per M.C. 12-9-2:

- 1) Title work: received.
- 2) Summary Statement of proposal: 8.98 total acres to be developed as 4 equal parcels (Exhibit A), each parcel to have a single-family home and possible accessory unit, size, and height per Residential Estates (RE) zoning rules. Paved roads, drainage, stormwater, sewer, water and other utilities to be financed by the developer after Town puts in place the rough road access on GCR471.
- 3) Drainage narrative describing flow capacity to be submitted at time of building permit submissions.
- 4) Affordable Housing requirements are not applicable for under 5-unit subdivisions and thus only Affordable Housing fees to be collected at time of building permit issuance.
- 5) Conversion report not applicable for vacant land
- 6) Solar orientation of the homes has not been decided.
- 7) Open space and land dedication statement: There is a 10' wide public recreation trail and utility easement surrounding the property which accounts for about 0.85 acres or about 10% dedication.
- 8) Additional information: Planning Commission asked for the word "public recreation trail" be added to the 10' utility easement surrounding each parcel. Additionally, a statement restricting further subdivision of the property was requested.
- 9) Additional Written Documents for Developments: The project is of minimal impact. The Annexation Agreement (Exhibit B) outlines the steps agreed upon by the Town and the Developer for the development of the property.

Letters were sent to the referral agencies (*attached responses*).

Required Submittal for Final Development Application per M.C. 12-9-2:

The Final Development Application is intended to provide the specific design components of the Preliminary Development Application and for the review of additional items not required by the Preliminary Development Application. The completed application shall be known as the Final Development Application.

1. *No development shall be approved until such data, surveys, analyses, studies, plans, and designs have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the Town of Grand Lake and the conditions contained in these regulations and all other applicable Sections of the Code of the Town.*
2. *Final Development Application Submission Requirements. The Final Development Plan shall include all of the drawn and graphic information required in the Preliminary Development Application in its finalized, detailed form. In addition, the following items shall be submitted:*
 - (a) *Any new items not submitted with the Preliminary Development Application; and*
 - (b) *Any required dedication documentation and/or bonds; and*
 - (c) *Final engineering plans for public roads:*
 1. *The profiles are to include ground lines, grade lines, vertical curves, curve lengths, calculated grades, elevation at PIVCs, BVCs, EVCs, intersections and other critical points, structures, and all other features required to enable construction in accordance with approved standards. The scale to be 1" = 50' horizontal and 1" = 1' to 1" = 5' vertical in flat and rolling terrain. The horizontal to vertical distortion is to be chosen to best depict the critical elevation aspects of the design. Where centerline grades at*



- intersections are steep, curb return profiles are to be submitted showing necessary modifications to eliminate unsightly bumps or water retaining depressions that many times result.*
2. *Detail should include orientation, line and grade, cross sections, dimensions, reinforcement schedules, materials, quality, specifications, etc.*
 3. *A structural section design report shall be submitted if a section other than the Town standard structure section is to be used. The design criteria set forth by the Town of Grand Lake shall be used in the preparation of the street construction plans and profiles.*
- (d) *Final engineering plans for utility systems:*
1. *Plans and specifications based upon the approved Preliminary Development Application and associated reports are to be submitted detailing the design of final water, sanitary sewer, natural gas, telephone, electric and cable television facilities to be installed in the area included in the Final Development Application. In addition, final design is required of any off-site facilities related to the above-described utilities which may be considered an integral part of the utilities plan for the development.*
 2. *Water utility facilities design shall conform to the criteria set forth by the Town of Grand Lake.*
- (e) *Final engineering plans for storm drainage control systems:*
1. *Plans and specifications based upon the approved Preliminary Development Application and associated reports are to be submitted detailing design of the final storm drainage system, including construction details and alignment of storm sewers, catch basins, manholes, ditches, slope protection, dams, energy dissipaters, etc.*
 2. *Flow line profiles and layout elevations shall be at minimum 100-foot stations, and natural ground elevations shown to indicate any significant irregularities for all proposed conduits, channels, structures, etc.*
 3. *Cross-sections of each water carrier shall be shown showing high water elevations and adjacent features which may be affected thereby.*
 4. *Construction details of curb, curb and gutter, valley gutter, driveway apron and ditch culvert, shall be included. Written approvals as may be required from other agencies or parties that may be affected by the drainage proposal shall also be submitted.*
 5. *The final drainage plan shall be prepared in conformance with the design criteria set forth by the Town of Grand Lake.*

Analysis:

All of the foregoing requirements set forth in Section 12-9-2 of the Municipal Code are addressed as “Deferred Submittals” under Section 11 of the Annexation Agreement, which requires that they be submitted by the developer and approved by the Town before the first application for a building or other permit for the project will be issued by the Town.

The Annexation further requires that before the first permit is issued, that the developer enter into a development agreement acceptable to the Town addressing specific improvements, road construction, and utilities, and allocating responsibility and timing for payment, design, construction, maintenance, repair and replacement of such items as between the Applicant and the Town.

All the Board of Trustees is considering under Resolution 22-2023 is whether the Final Plat dividing the property into four parcels should be approved.

- The applicant has submitted required documentation for the final plat.



- Letters were sent to 21 referral agencies with comments from those received attached. The applicant has addressed the referral agency observations or concerns.
- Certified letters were sent to the 10 neighbors within a 200’ radius.
 - Two letters received from the southern side of the property address concerns about a road accessing the Matthew’s property directly to the north through the Love Tract.
 - Letters received from the Northwestern side of the property are in favor of the access road from the south
- Drainage calculation has not been complete, since the development plans are not created. The large acreage with the small amount of proposed development would likely not cause additional burden on adjacent properties.
- The design scheme will be in accordance with the Town of Grand Lakes design requirements for materials and the buildings are within the correct setbacks locations and height restrictions.
- The density and coverage of buildings is 8.98 Acres and will follow the zoning codes.
- The residential estates zoning allows for :

Standard Type	Measurement		
Minimum Lot Area	One (1) acre per dwelling unit	One (1) acre for all conditional uses	
Minimum Lot Frontage	60'		
Minimum Floor Area	1,200 sq. ft. per single family dwelling	500 sq. ft. per accessory dwelling unit	
Maximum Floor Area	Governed by zoning standards	1,200 sq. ft. per accessory dwelling unit	
Minimum Setback	Front 25'	Side 15'	Rear 15'
Maximum Height	32'		
Density	One single family home and one accessory dwelling unit per parcel		

- Parking spaces required for single family homes shall be met at time of building design.
- Solar orientation of structures has not been addressed since no structures have been proposed.
- Applicant will install all utilities in the 40’ dedicated right of way and 10’ easements as described in the annexation agreement (Exhibit B).
- Town will rough in a road, and Applicant will pave the road to Town standards as described in the annexation agreement (Exhibit B).

Trustee Discussion:

1. If the Board of Trustees determines that the Final Plat submission complies with the applicable requirements of these regulations, the Board of Trustees shall authorize the Mayor to endorse the Board of Trustees' Certification Block on the Plat.
2. If the Final Plat is approved subject to conditions, such conditions must be satisfied within the times indicated for each condition.

Proposed Motions:

I move to approve Resolution 22-2023, as written; or,
 I move to approve Resolution 22-2023, with the following conditions: 1) _____ ; or,
 I move to deny Resolution 22- 2023.



TITLE COMPANY
of the rockies

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

COMMITMENT TRANSMITTAL

Commitment Ordered By:

Andrea Cox
RE/MAX Resorts of Grand County
P.O. Box 39
728 Grand Avenue
Grand Lake, CO 80447
Phone: 970-627-1000 Fax: 970-627-8881
email:
andrea@rkymtnhi.com;shurie@grandmtnremax.com;rebecca@grandmtnremax.com

Inquiries should be directed to:

Authorized Officer or Agent
Title Company of the Rockies
721 Grand Avenue, Suite B
P.O. Box 1939
Grand Lake, CO 80447
Phone: 970-627-0400 Fax: 877-239-2981

Commitment Number:

1119815-C

Buyer's Name(s):

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below

Seller's Name(s):

Genette Simpkins Revocable Living Trust
, Grand Lake, CO 80447

Property:

Subd: Metes & Bounds 76 all 8.98 AC in Lot 1 SEC1 T3N R76 Desc B/203 P/256 - Grand County, CO

COPIES / MAILING LIST

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below Genette Simpkins Revocable Living Trust

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

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



TITLE COMPANY
of the rockies

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

Commitment Ordered By:

Andrea Cox
RE/MAX Resorts of Grand County
P.O. Box 39
728 Grand Avenue
Grand Lake, CO 80447
Phone: 970-627-1000 Fax: 970-627-8881
email:
andrea@rkymtnhi.com;shurie@grandmtnremax.com;reb
ecca@grandmtnremax.com

Inquiries should be directed to:

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721 Grand Avenue, Suite B
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Property:

, Grand Lake, CO 80447
Subd: Metes & Bounds 76 all 8.98 AC in Lot 1 SEC1 T3N R76 Desc B/203 P/256 - Grand
County, CO

TITLE CHARGES

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

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

Owner's Policy Premium:	\$0.00
Loan Policy Premium:	\$0.00
Additional Lender Charge(s):	
Additional Other Charge(s):	\$25.00
Tax Certificate:	
Total Endorsement Charge(s):	
TBD Charge(s):	\$250.00
TOTAL CHARGES:	\$275.00

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

COMMITMENT FOR TITLE INSURANCE

Issued by



as agent for

Westcor Land Title Insurance Company

SCHEDULE A

Reference:

Commitment Number: 1119815-C

1. Effective Date: **February 27, 2023, 7:00 am** Issue Date: **March 07, 2023**

2. Policy (or Policies) to be issued:

ALTA® 2021 Owner's Policy Policy Amount: *Amount to be Determined*
Premium: *Amount to be Determined*

Proposed Insured: **Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below**

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

4. The Title is, at the Commitment Date, vested in:
Genette Simpkins Revocable Living Trust

5. The Land is described as follows:

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE

For Informational Purposes Only - APN: **R168240 / 119101100002**

Countersigned
Title Company of the Rockies, LLC

By: *Mike Mulligan*

Mike Mulligan

Commitment No: 1119815-C

SCHEDULE A (continued)**LEGAL DESCRIPTION**

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

A tract of land in the NE1/4 NE1/4 (Lot 1) of Section 1, Township 3 North, Range 76 West of the 6th P.M., being more particularly described as follows:

Beginning at the SE corner of this tract whence the N1/16 Corner between said Section 1, Township 3 North, Range 76 West of the 6th P.M. and Section 6, Township 3 North, Range 75 West of the 6th P.M. bears South 89°15' East, for a distance of 325.1 feet;

Thence running along the N1/16 line of said Section 1, North 89°15' West for a distance of 626.1 feet to the SW corner of this tract;

Thence North 01'09" East, for a distance of 626.1 feet to the NW corner of this tract;

Thence South 89°03' East, for a distance of 626.1 feet to the NE corner of this tract and the intersection with the West line of Gudgel Subdivision;

Thence along said West line of Gudgel Subdivision South 01°09' West, for a distance of 623.91 feet, more or less, to the point of beginning.

EXCEPT that portion conveyed to the Board of County Commissioners of the County of Grand and State of Colorado by instrument recorded September 20, 1944 in [Book 92 at Page 150](#).

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Commitment No: 1119815-C**COMMITMENT FOR TITLE INSURANCE**

Issued by

*Westcor Land Title Insurance Company***SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

THE COMPANY RESERVES THE RIGHT TO CONDUCT AN ADDITIONAL SEARCH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GRAND COUNTY, COLORADO FOR JUDGMENT LIENS, TAX LIENS OR OTHER SIMILAR OR DISSIMILAR INVOLUNTARY MATTERS AFFECTING THE GRANTEE OR GRANTEES, AND TO MAKE SUCH ADDITIONAL REQUIREMENTS AS IT DEEMS NECESSARY, AFTER THE IDENTITY OF THE GRANTEE OR GRANTEES HAS BEEN DISCLOSED TO THE COMPANY.

NOTE: THIS COMMITMENT IS ISSUED UPON THE EXPRESS AGREEMENT AND UNDERSTANDING THAT THE APPLICABLE PREMIUMS, CHARGES AND FEES SHALL BE PAID BY THE APPLICANT IF THE APPLICANT AND/OR ITS DESIGNEE OR NOMINEE CLOSES THE TRANSACTION CONTEMPLATED BY OR OTHERWISE RELIES UPON THE COMMITMENT, ALL IN ACCORDANCE WITH THE RULES AND SCHEDULES OF RATES ON FILE WITH THE COLORADO DEPARTMENT OF

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Commitment No: **1119815-C**

INSURANCE.

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Commitment No: 1119815-C

SCHEDULE B, PART II
Exceptions

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

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

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Reservation, exceptions and rights of way, as contained in United States Patent, recorded February 18, 1926 in [Book 53 at Page 620](#).
8. Terms, agreements, provisions, conditions and obligations as contained in Stipulation recorded February 5, 2009 at [Reception No. 2009001100](#).

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Commitment No: **1119815-C**

9. Terms, agreements, provisions, conditions and obligations as contained in Consent Judgment recorded February 5, 2009 at [Reception No. 2009001101](#).
10. Terms, agreements, provisions, conditions and obligations as contained in Temporary Variance Agreement by and between Three Lakes Water and Sanitation district and Stanley & Simpkins Investments, LLC, recorded October 13, 2010 at [Reception No. 2010008031](#), recorded August 16, 2012 at [Reception No. 2012006058](#), recorded September 23, 2014 at [Reception No. 2014006161](#) and recorded August 10, 2017 at [Reception No. 2017006345](#).

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DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

Note 7: Our Privacy Policy:

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

Note 8: Records:

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

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

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

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

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

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

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

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

Title Company of the Rockies

Disclosures

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Issued By:

**WESTCOR LAND TITLE INSURANCE
COMPANY**

Title Company of the Rockies, LLC

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



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

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

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1. DEFINITIONS

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

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

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

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

4. COMPANY’S RIGHT TO AMEND

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

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

5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

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

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SPECIAL POWER OF ATTORNEY

I, Genette L. Simpkins, of Genette Simpkins Revocable Living Trust, hereby appoint Thomas D. Stanley of Colorado, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

My agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

1. Annex 8.98 acre parcel into town of Grand Lake.
2. Includes acquisition of water rights, subdivision of parcel and easement to town.

I hereby grant to my Agent the full right, power, and authority to perform every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if I were personally present and acting.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent as empowered under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under the authority granted by this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney. The compensation for acting as my Agent shall be \$ To be determined.


My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.


This Power of Attorney shall become effective immediately. This Power of Attorney shall continue effective until my death or until I lack sufficient mental competence to understand and handle my financial and personal affairs. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated May 25, 2021 at Honolulu, Hawaii.

Genette Simpkins (name)

 (signature)

Witness 1 Signature: 
Name: Kevin Simpkins
City: Honolulu
State: Hawaii

Witness 2 Signature: 
Name: Korey Peters
City: Honolulu
State: Hawaii

City of STATE OF Hawaii
COUNTY OF Honolulu

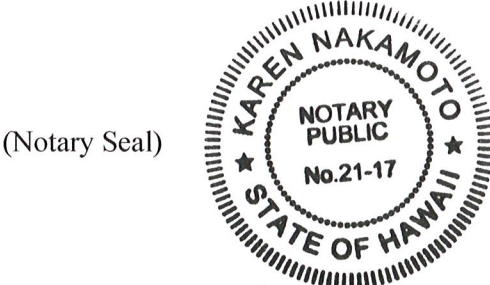
On 25th day of May 2021 before me, Karen Nakamoto, personally
appeared Kevin Simpkins and Gene & Korey Peters

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

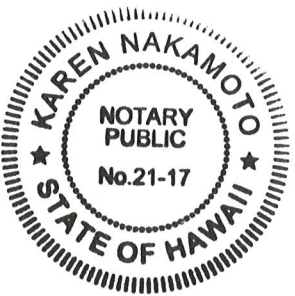
I certify under PENALTY OF PERJURY under the laws of the State of Hawaii
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Karen Nakamoto
Signature of Notary Public



Doc. Date: 5/25/2021 # Pages: 3
Karen Nakamoto First Circuit
Doc. Description: Special power
of Attorney
Karen Nakamoto 5/25/2021
Notary Signature Date
NOTARY CERTIFICATION





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: planner@toglco.com • Website: townofgrandlake.com

LAND USE REVIEW APPLICATION FORM

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

PROPERTY

Property Address (or general location if not addressed): 9 acre Love Tract

Legal Description: Lot TBD Block TBD Subdivision Love Tract

Lot Area (in square feet or acres): 9 Existing Use of Property: Open area

TYPE OF REVIEW (check one)

Rezoning Subdivision Minor Subdivision Annexation Planned Development

Conditional Use Vacation – Public right-of-way Amendments to approved Subdivision or PD

Other: _____

PROPOSAL

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

Existing 9 acre Love Tract to be divided into 4 approximately 2 acre lots. Each lot to have one single family residence. Existing CR 471 would divide the 9 acres with easements on each side of road.

Applicant Information

Name of Development: Love Tract

Name of Applicant: Genette Simpkins Revocable Living Trust Email: kevincci@icloud.com

Address: 45-238 Kokokahi Place Phone: _____

City: Kaneohe State: Hi Zip: 96744 Fax: _____

Contact Information (if not the applicant)

Name of Contact: Tom Stanley Email: tstanexc@gmail.com

Address: 7522 S. Sicily Way Phone: 303-898-2970

City: Aurora State: Co Zip: 80016 Fax: _____

Note: Tom Stanley has legal power of Attorney to sign on behalf of Simpkins Trust

STAFF USE ONLY

File Name: _____

Application Received By: _____ Date: _____ Time: _____

Fee Paid: _____ Amount: _____ Reimbursement Form Signed: Yes-Date: _____ No

From: [Gittins, Julie K](#)
To: [Kim White](#); [Kim White](#)
Cc: [Jean Johnston](#)
Subject: RE: Minor Subdivision for Love Tract, post-annexation hearing
Date: Wednesday, May 31, 2023 2:17:19 PM
Attachments: [image002.png](#)

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Kim,

Good morning!

Xcel (aka PSCo) has reviewed the information provided. Currently we do not have gas service to this lot. The gas main will need to be extended north down CR 471 to the lot and then down a utility easement to the north end of the lot where it will dead end (blue line below). Please see the following requirements below for the utility easement and required clearances in order for Xcel to provide gas service to this project.



In order to meet the clearance requirements from other utilities, the following guidelines must be adhered to:

- There must be 5' between electric and gas service lines as we cannot joint trench
- Gas lines must be a minimum of 10' away from water, sewer and fire hydrants.
- Water/sewer stubs need to be at least 5' - 10' into the lot so our lines are not compromised when

- pits are dug.
- There must be a 16' separation between two structures if installing gas and electric meters across from each other.
- Service lines must be a minimum of 5' away from the foundation
- Meters must be on a gable end on the front third of the building in an easily seen and easily accessible location.
- No distribution or service lines under retaining walls
- No trees or boulders installed on top of gas lines. Trees must be a minimum of 5' away. Shrubs and flowers are acceptable.
- No back lot installation
- 10' utility easement
- Xcel does not sleeve under roads for service laterals (if applicable) for future build out. Road cuts will need to be done.
- Xcel avoids installing under asphalt/concrete with the exception of gas service lines

If the required separations are not met, Xcel may not be able to serve this project.

Xcel will require the developer to stake the route and oversee the installation. Any re-routes will be done at the developers cost.

To ensure that adequate utility easements are available within this development, PSCo requests that the following language or plat note be placed on the preliminary and final plats for the subdivision:

*Ten-foot (10') wide dry utility easements are hereby dedicated on private property adjacent to the front lot lines of each lot in the subdivision or platted area identified as **single-family lots**. Ten-foot (10') wide dry utility easements are hereby dedicated on private property adjacent to all public streets, and around the perimeter of each **commercial/industrial** and **multi-family** lot in the subdivision or platted area including tracts, parcels and/or open space areas. These easements are dedicated to **the City/County** for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (**Dry Utilities**). Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, **improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects)** shall not be permitted within said utility easements and the utility providers, as grantees, may remove any **Interfering Objects** at no cost to such grantees, including, without limitation, vegetation. Public Service Company of Colorado (PSCo) and its successors reserve the right to require additional easements and to require the property owner to grant PSCo an easement on its standard form.*

PSCo also requests that all utility easements be depicted graphically on the preliminary and final plats. While these easements should accommodate the majority of utilities to be installed in the subdivision, some additional easements may be required as planning and building progresses.

In addition, 31-23-214 (3), C.R.S., requires the subdivider, at the time of subdivision platting, to provide for major utility facilities such as electric substation sites, gas or electric transmission line easements and gas regulator/meter station sites as deemed necessary by PSCo. While this provision will not be required on every plat, when necessary, PSCo will work with the subdivider to identify appropriate locations. This

statute also requires the subdivider to submit a letter of agreement to the municipal/county commission that adequate provision of electrical and/or gas service has been provided to the subdivisions.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via [Building and Remodeling | Partner Resources | Xcel Energy](#) . It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Additional easements *may* need to be acquired by separate document for new facilities – be sure to contact the Designer and request that they connect with a Right-of-Way and Permits Agent in this event.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

Reinforcements may be needed based on the additional load that will come onto the system and would be at the developers cost. That will be determined when load information for the entire project is provided at the time of application.

Please note – this is not a final assessment of what the new gas distribution will entail. There may be additional things in the field I cannot see. Once an application has been submitted to XCEL we can start the full design process and identify the scope of work that will need to be done for this request.

Please have the builder contact me with any questions.

Have a great day!

Julie Gittins

Xcel Energy

Design Planner, Mountain Division
583 E. Jasper Ct., PO Box 528
Granby, CO 80446

P: 970-262-4014 C: 970-409-7613

E: Julie.K.Gittins@xcelenergy.com

Direct Supervisor: Kyle.C.Alsup@xcelenergy.com

My Office Hours: Tuesday thru Friday, 6:00 – 4:30 pm

Useful Links

[Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf \(xcelenergy.com\)](#) aka Blue Book for electric (7/22)

[Building and Remodeling | Partner Resources | Xcel Energy](#)- to apply
[Additional Xcel Customer Support](#)
[Colorado811 - Call before you Dig - Apply for Locates](#)

Contacts:

Meter sets: Builder's Call Line (BCL) 1-800-628-2121

Electric Emergency: 1-800-895-1999

Gas Emergency: 1-800-895-2999

Billing Questions: Customer Service 1-800-895-4999

From: [Katie Nicholls](#)
To: [Kim White](#)
Subject: RE: Minor Subdivision for Love Tract, post-annexation hearing
Date: Wednesday, May 31, 2023 2:12:15 PM

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Kim,

Three Lakes Water & Sanitation District does not have any issues with the division of this property. HOWEVER, there are a couple items that should be noted, one of which could potentially affect other property owners.

First, all new parcels will be required to connect to the Three Lakes Water & Sanitation District system. This will likely entail the developer extending the main to do so at their cost. This is outlined in 9.3 of the District’s Rules & Regulations. The extension of the line will potentially affect 2 owners whose properties are currently on temporary variances from connection with the District. One of those is with the Town of Grand Lake. These would be evaluated upon the completion of the extension. If it is determined that a physical impediment has been removed those properties would be compelled to connect at their own costs.

Second, the property currently has one tap of record. The District would require notification from the property owner as to which new lot the tap shall be applied. It cannot be moved once it has occurred. The remaining new lots will need to purchase a tap prior to stamping of building plans.

Let me know if you have any questions.

Thanks,

Katie Nicholls
District Manager
Three Lakes Water and Sanitation District
PO Box 899, Grand Lake, CO 80447
(P) 970-627-3544 (F) 970-627-3448
katie@threelakesws.com
<https://threelakesws.colorado.gov>

From: Kim White <kwhite@toglco.com>
Sent: Tuesday, May 30, 2023 5:03 PM
Subject: Minor Subdivision for Love Tract, post-annexation hearing

Hello,
I am sending out a letter (attached) about the upcoming request to divide 8.98acre parcel into 4 lots that will be approximately 2 acres in size for single family structures. The hearing for the annexation of this property is at 6:00 pm, June 26th at the Town Hall at 1026 Park Ave in Grand Lake. This notice

From: [Killian - CDOT, Brian](#)
To: [Kim White](#)
Cc: [Kandis Aggen - CDOT](#)
Subject: Re: Minor Subdivision for Love Tract, post-annexation hearing
Date: Monday, June 5, 2023 2:09:54 PM

This sender is trusted.

Kim,

CDOT has no comment.

Thanks,

Brian Killian
Region 3 Access Program Manager
Traffic & Safety



P 970-683-6284 | C 970-210-1101 | F 970-683-6290
222 S. 6th St, Room 100 Grand Junction, CO 81501
brian.killian@state.co.us | www.codot.gov | www.cotrip.org

On Tue, May 30, 2023 at 5:04 PM Kim White <kwhite@togleco.com> wrote:

Hello,

I am sending out a letter (attached) about the upcoming request to divide 8.98acre parcel into 4 lots that will be approximately 2 acres in size for single family structures. The hearing for the annexation of this property is at 6:00 pm, June 26th at the Town Hall at 1026 Park Ave in Grand Lake. This notice is to solicit any comments about the request for subdivision of the property and subsequent development into 4 single-family lots. If you would prefer to receive a letter in the mail about this item or future items, please respond with your mailing address and most current contact person for development notices.

The attached notice gives the date and time of the subdivision hearings along with the annexation map. The map reflects the requested subdivision of the 8.98 acres with a utility, snow storage, and trail easement to the east and west of the main proposed north-south road.

Any further questions you may have about this request, please email to this address and I can include them in the hearings.

Kind regards,

Kim

From: [SPA-RD-CO](#)
To: [Kim White](#)
Subject: RE: Minor Subdivision for Love Tract, post-annexation hearing
Date: Wednesday, May 31, 2023 3:01:59 PM
Attachments: [image002.png](#)

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Thank you for requesting comments from our office regarding the proposed subject project(s) or activity (ies) that may have the potential to impact aquatic resources. We appreciate that you are considering our potential regulatory role in the project, but we do not currently have the ability to provide project-specific comments. If the activity should have the potential to result in the discharge of dredged or fill material into waters of the United States, then the project proponent should work directly with our office to acquire necessary Corps permits, if applicable, as described in the following general comment:

Section 404 of the Clean Water Act requires a permit from us for the discharge of dredged or fill material into waters of the United States. Waters of the United States may include, but are not limited to, rivers, streams, lakes, ponds, wetlands, wet meadows, seeps, and some irrigation ditches. To ascertain the extent of waters on the project site, the applicant should prepare a delineation of aquatic resources, in accordance with the applicable standards, including the 1987 Wetland Delineation Manual and appropriate regional supplements. These standards can be found on our website at:

<https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/Jurisdiction/>.

An aquatic resource delineation should be evaluated prior to designing a project to ensure the project proponent avoids and minimizes impacts to waters of the United States to the greatest practicable extent. The range of alternatives considered for this project should include alternatives that avoid and minimize impacts to wetlands, streams, or other waters of the United States. Every effort should be made to avoid project features which require the discharge of dredged or fill material into waters of the United States. In the event it can be clearly demonstrated there are no practicable alternatives to discharging dredged or fill material into waters of the United States, compensatory mitigation may be required.

For more information about our program or to locate a list of consultants that prepare aquatic resource delineations and permit application documents, please visit our website at

<https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits>.

U.S. Army Corps of Engineers
Albuquerque District - Regulatory Division
4101 Jefferson Plaza, NE
Albuquerque, New Mexico 87109-3435

From: [Rogers, Tracy \(CONTR\)](#)
To: [Kim White](#)
Subject: RE: [EXTERNAL] Minor Subdivision for Love Tract, post-annexation hearing
Date: Wednesday, May 31, 2023 7:49:45 AM
Attachments: [Agency Public Notice with map.pdf](#)

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Hello,

WAPA has no conflict with the Love Tract subdivision.

Thanks,

Tracy Rogers | Realty Technician

Wyandotte Services on contract to

Western Area Power Administration | Rocky Mountain Region | Loveland, CO

(O) 970.461.7654 | (M) 970-237-9873 | rogers[at]wapa.gov



From: Kim White <kwhite@toglco.com>

Sent: Tuesday, May 30, 2023 5:03 PM

Subject: [EXTERNAL] Minor Subdivision for Love Tract, post-annexation hearing

Hello,

I am sending out a letter (attached) about the upcoming request to divide 8.98acre parcel into 4 lots that will be approximately 2 acres in size for single family structures. The hearing for the annexation of this property is at 6:00 pm, June 26th at the Town Hall at 1026 Park Ave in Grand Lake. This notice is to solicit any comments about the request for subdivision of the property and subsequent development into 4 single-family lots. If you would prefer to receive a letter in the mail about this item or future items, please respond with your mailing address and most current contact person for development notices.

The attached notice gives the date and time of the subdivision hearings along with the annexation map. The map reflects the requested subdivision of the 8.98 acres with a utility, snow storage, and trail easement to the east and west of the main proposed north-south road.

Any further questions you may have about this request, please email to this address and I can include them in the hearings.

Kind regards,

Kim

Kimberly G. White

Community Development Director
 Town of Grand Lake - Planning Dept.

O 970-627-3435

C 970-673-3486

townofgrandlake.com



June 9, 2023

Ms. Kimberly White
Community Development Director
P.O. Box 99
Grand Lake, CO
80447-0099

Dear Ms. White,

Thank you for your letter written on May 25, 2023 regarding the Planning Commission meeting on Wednesday, June 21, 2023 in which the subdivision application for the Love Tract will be discussed. In that letter you requested written comments which is the purpose of our letter. We request that our comments be forwarded to the Grand Lake Board of Trustees for their June 26, 2023 meeting where the subdivision application will be discussed. If possible, we would like our comments made part of the public comments received at that meeting. Unfortunately, we will be unable to attend these meetings in person.

Comments: You are aware of our and our neighbors' concerns regarding extension of GCR 471 into the Love Tract and the Matthews Tract. We have attached our concerns letter to ensure you have it in hand. We request as you move forward in planning that you and the Town of Grand Lake work closely with the Superintendent of Grand County Road and Bridge, Mr. Chris Baer. We want to ensure that any road improvement and development done in our neighborhood on GCR 471 to serve the Love and Matthews Tracts both satisfies the concerns of our neighbors and conforms to the standards of Grand County Road and Bridge. We have been told recently that the Town of Grand Lake and Grand County government aspire to maintain a "good neighbor" relation between the Town and those who live in adjacent areas. We hope the Town will demonstrate that aspiration in leading to a resolution that thoughtfully and respectfully considers our and our neighbors' concerns.

Sincerely,



James and Linda Good
486 GCR 471

mail address:
James and Linda Good
114 Randolph Ct
Stillwater, OK
74075

cc: Mr. Chris Baer, Superintendent, Grand County Road and Bridge, 467 E. Topaz Ave, P.O. Box 9, Granby, CO 80446

May 8, 2023
Mr. Merrit Linke
District 2 Grand County Commissioner
P.O. Box 264
Hot Sulphur Springs, CO 80451

Dear Mr. Linke,

This letter was written by a group of concerned Grand County residents. We own homes whose drives are connected to GCR 471 north of Golf Course Road (GCR 48) near Grand Lake. There are currently 6 residences on this piece of GCR 471 which terminates at the drives of the northern 2 residences.

We have been made aware that the Board of Trustees of the town of Grand Lake plans to hold a public hearing on June 12, 2023 concerning annexation of 8.98 acres known as the Love Tract (see accompanying map). This tract has a right of way that nearly but does not align with the piece of GCR 471 described above. We have learned that after annexation, through phone communication with the city planner, that the town plans to develop a road of unknown quality in the Love Tract which connects to our piece of GCR 471. This would require them to cross 180 feet of undeveloped right of way that will remain as Grand County property, south of the Love Tract. To date, the town of Grand Lake has made no move to reach out to the residents to describe their desire to connect to GCR 471 and how their connection would affect traffic volume and types of traffic on the road.

We understand by phone conversation with the city planner that the Love Tract will be broken into several lots to be privately developed with residences. The town of Grand Lake owns the Matthews tract that adjoins the Love Tract on the north and west borders (see map). The town has discussed publicly plans to move their current shops to the Matthews tract and investigation by Chris Baer (Superintendent, Grand County Road and Bridge) has found that Grand Lake intends GCR 471 to carry their shop traffic, which would include personal vehicles and city vehicles including cars, pickups and heavy equipment in transit to jobs throughout Grand Lake. Why the town is considering this is unknown when there are paved routes that adjoin the east boundary of the Matthews Tract (Mad Moose and Foxy Lanes, see map) that directly connect to GCR 48.

As a result, we expect the volume of traffic and the types of traffic on our portion of GCR 471 to substantially increase. We have the following concerns:

1. The current state of our portion of GCR 471 is sufficient for the needs of the 6 residences whose drives connect to it. It is narrow in places and difficult for two vehicles to pass but we slow and pull to the side to allow each other to pass. It is currently a dead end and vehicles move at slow speed. The road edges are not well defined in places, we are careful. If the town of Grand Lake does connect to our portion of GCR 471 we feel it will be insufficient for the change in types and volume of traffic. We fear traffic speeds will increase and problems will compound with the traffic volume increases and large vehicles. Currently if met by a semi-tractor trailer which might be hauling a backhoe or a bull dozer we have to pull off the road and stop.
2. We believe road dust will be a problem. In the dry months of the past, dust has not been a large problem, but it does exist. If GCR 471 becomes a through road connecting to the Love and Matthews Tracts we fear increased speeds, traffic volume, and the addition of heavy duty vehicle traffic will create large dust problems. Quality of life will decrease if outdoor living and recreating spaces are fouled by dust. In addition, airborne dust will cause residences to shut windows and their homes will become less livable in the hot months. Furthermore, the increased dust is a potential health hazard for residents with compromised respiratory systems.
3. In addition to increased dust, we believe that our quality of life in Grand County will be diminished due to increased traffic noise.

4. Wildlife currently move freely through our residence properties. If GCR 471 becomes a through street, we feel it is very likely that we will see less wildlife, especially the moose who are seen almost daily. This is a quality of life issue for us.
5. Our portion of GCR 471 wanders somewhat east to west in the existing 60 foot right of way. Again, in current form it is sufficient for the neighborhood. To compensate for the misalignment between the right of way centerlines of the Love Tract and GCR 471 some correction will have to occur in the 180 foot portion of Grand County right of way. Currently we have no clue where that portion of the road will wander.
6. Currently children play throughout our neighborhood and run across roads without being in serious danger from passing vehicles. If GCR 471 becomes a through street, we would request that Grand County impose a low speed limit (20 mph) on our portion of GCR 471 and post Children at Play signage. If imposed this may reduce but not eliminate the dust discussed in the second concern.
7. We believe our property values are likely to decrease if this plan to make GCR 471 a through street comes into being. Currently we live on a quiet, peaceful dead end road which is likely to become neither quiet nor peaceful if this change is allowed.
8. We believe the increased traffic and types of traffic will increase road maintenance costs which we assume would be a concern for the county and perhaps create a tax increase to cover those costs.
9. Grand Lake has a program for dealing with trash from residents and visitors who do not have a trash service. This program is called Pay As You Throw (PAYT). Users buy dedicated trash bags from multiple town locations. Currently these bags are deposited in dumpsters on Plant Drive adjoining the area where town maintenance equipment is stored. The dumpsters are often filled, especially on weekends, and users leave their bags outside the dumpsters. If the PAYT dumpsters were moved to the Matthews Tract with the town maintenance shops this will further increase the traffic flow. We have a few bear sightings each year in our neighborhood with trash carefully contained. Uncontained trash could cause major bear problems for residents. We do not want trash dumped on GCR 471. We raise this concern because the possibility that the dumpsters for the PAYT program be moved to the Matthews Tract has been publicly mentioned.
10. Grand Lake has been vague regarding how traffic will flow to and from the Matthews and Love Tracts. Currently Grand Lake has access to both tracts from roads they maintain (Mad Moose and Foxy Lanes). Do they need GCR 471 for access? Are they considering use of GCR 471 as a primary or secondary access to one or both tracts? Why? Are they planning other access routes?

We feel these concerns warrant a study of the existing portion of GCR 471, a developed plan for the 180 foot section which currently does not exist, and a determination as to whether or not the existing road is still suitable. Since this road is on a Grand County right of way it would seem to be county business but any improvements needed would be as a result of Grand Lake attempting to gain access for the Love and Matthews Tracts.

We would appreciate if you as our Grand County Commissioner for District 2 would reach out to Grand Lake and present our above concerns prior to the annexation public hearing on June 12, 2023. If the town wishes to meet with the residents regarding our concerns, we would hope that Grand County representatives such as yourself, Chris Baer and/or others would be able to participate in that conversation. How Grand Lake intends to establish a road on the 180 feet of Grand County right of way required to connect the northern tip of the current GCR 471 to the Love Tract road is unknown. It would appear that time is of the essence if this road is to be extended, constructed adequately and still address the needs of all parties impacted.

Sincerely,

James and Linda Good, 486 GCR 471, ph: 405-612-2394, email:
Richard and Carol Johnson, 755 GCR 471, ph: 303-877-6751, email:
Brad and Liz Reed, 747 GCR 471, ph: 303-638-8704, email:
Zac and Tonya McGuire, 450 GCR 471, ph: 303-885-0597, email:
David and JoAnn Schulte, 759 GCR 471, ph: 720-635-7369, email:
Jack and Pat Frihauf, 422 GCR 471, ph: 970-768-1729, email:

cc: Chris Baer

From: [Rich Johnson](#)
To: [Kim White](#); cbaer@co.grand.co.us
Cc: [Carol Johnson](#); [Rich Johnson](#)
Subject: Love Tract Subdivision Letter May 25, 2023
Date: Wednesday, June 14, 2023 8:49:52 AM
Attachments: [KWhite Response 052523.pdf](#)

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Dear Ms. White,

We have attached an email letter responding to your 5/25/23 certified mail letter concerning the "Love Tract" subdivision bordering our property, with a copy of this email letter also going to Grand County Supt. of Road & Bridge, Chris Baer. Our neighbors, the Good's, have previously forwarded a more complete neighborhood letter of our concerns on this proposed action.

While we are not likely able to attend the public hearings, we do hope to participate via Zoom. Thank you.

Rich Johnson
cell: 303-877-6751
Email: RWJ766@gmail.com
755 CR 471, P.O. Box 932, Grand Lake, CO 80447
Additional Address:
5683 S. Laredo St, Centennial, CO 80015

June 12, 2023


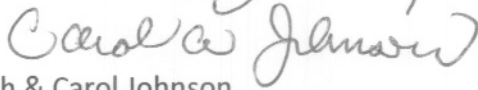
Ms. Kimberly White
Community Development Director
P.O. Box 99
Grand Lake, CO 80447

Dear Ms. White,

This is to serve as acknowledgement of your certified letter sent May 25, 2023. Thank you for extending the opportunity to participate in the public hearings and/or submit commentary on the proposed annexation of the "Love Tract" 8.98 acres which borders our property at 755 CR 471, Grand Lake, CO 80447.

We are pleased to learn of the proposed "four 2 acre residential lots" to border our property. While this is a welcome, low density, addition to our neighborhood, we are concerned of the related activity in the access roads to and through this property and the potential impact on the quality of life and appearance in our neighborhood. These concerns have been expressed in a neighborhood letter addressed to Commissioner Merrit Linke and a copy provided to Mr. Chris Baer, Supt. Grand County Road & Bridge, dated May 5, 2023. A copy of that letter has been provided to you by my neighbors, James and Linda Good.

We ask that the Town and the County work together to extend a road that takes into account the aesthetics of the Johnson & Good properties, including minimal tree removal. We further ask the Town eliminate and/or mitigate any maintenance vehicle traffic as it considers future facilities on its site. We look forward to staying in the loop on all future activities related to the construction and future use of this proposed road extension.

Sincerely,



Rich & Carol Johnson
Ph: 303-877-6751
755 CR 471 P.O. Box 932
Grand Lake, CO 80447

CC: Mr. Chris Baer, Superintendent, Grand County Road & Bridge

From: [Lee Lindeen](#)
To: [Robert Miller](#); [Kim White](#)
Cc: [Dave & Barb DiVesta](#); [David Nuechterlein](#); [David Yoo](#); [Gino Petrino](#); [Jason Monden](#); [John & Della Crone](#); [John & Lisa Skinner](#); [Margaret Weisbrod](#); ["Margie Higgins"](#); [Mark McLean](#); [Mark Richards](#); [Mark Samuel](#); [Mike Long](#); [Oliver Leinemann](#); [Seth & Mandy Tamsiea \(sethpatrick21@yahoo.com\)](#); [Shelly Miller](#); [Tom Stanley](#)
Subject: RE: Access Road- Lee Lindeen - for 471
Date: Thursday, June 22, 2023 6:55:00 PM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.png](#)

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Kim,
 We also want to reiterate our opposition to access to the annexed property through our subdivision. As I stated in my email last year, I can tell you that the roads in our neighborhood are not designed per industry road standards to function as a thoroughfare. They are much too steep of grade.

Thanks for receiving our comments.

Lee E. Lindeen, PE
 129 Mad Moose Lane

From: Robert Miller <Robert.Miller@colliers.com>
Sent: Thursday, June 22, 2023 11:48 AM
To: Kim White <kwhite@toglco.com>
Cc: Dave & Barb DiVesta <d_divesta@centurylink.net>; David Nuechterlein <dnuechterlein@comcast.net>; David Yoo <daveyoo@yahoo.com>; Gino Petrino <pep4361@hotmail.com>; Jason Monden <jmondn@hotmail.com>; John & Della Crone <johnanddella@coloradocrones.com>; John & Lisa Skinner <Familyskinner@msn.com>; Lee Lindeen <lindeen@providenceic.com>; Margaret Weisbrod <pdweisbrod@gmail.com>; 'Margie Higgins' <Higginsmargie02@gmail.com>; Mark McLean <annmarkmclean@gmail.com>; Mark Richards <mark@accuratewindow.net>; Mark Samuel <mwsamuel1966@gmail.com>; Mike Long <mlong351@yahoo.com>; Oliver Leinemann <Leinemannoliver@gmail.com>; Robert Miller <Robert.Miller@colliers.com>; Seth & Mandy Tamsiea (sethpatrick21@yahoo.com) <sethpatrick21@yahoo.com>; Shelly Miller <Shelly.Miller719@gmail.com>; Tom Stanley <tstanexc@gmail.com>
Subject: RE: Access Road

Kim,
 Thanks for getting back to me about the upcoming meeting. I am copying the members of the Ridge at Elk Creek Home Owners Association so they are up to speed on the annexation and the new access road. I plan on attending the next Board of Trustees meeting on (6/26) on behalf of the association and have invited anyone who can to also attend.

From: [Robert Miller](#)
To: [Kim White](#)
Cc: [Dave & Barb DiVesta](#); [David Nuechterlein](#); [David Yoo](#); [Gino Petrino](#); [Jason Monden](#); [John & Della Crone](#); [John & Lisa Skinner](#); [Lee Lindeen](#); [Margaret Weisbrod](#); ["Margie Higgins"](#); [Mark McLean](#); [Mark Richards](#); [Mark Samuel](#); [Mike Long](#); [Oliver Leinemann](#); [Robert Miller](#); [Seth & Mandy Tamisiea \(sethpatrick21@yahoo.com\)](#); [Shelly Miller](#); [Tom Stanley](#)
Subject: RE: Access Road- Robert Miller - for 471
Date: Thursday, June 22, 2023 11:49:02 AM
Attachments: [image002.png](#)
[image003.jpg](#)
[image009.png](#)
[07-2023 PC Reso Final Plat Suvdivision DRAFT 6.20.23.docx](#)
[Matthews Annex 2022_06_17sm.pdf](#)
[Love Tract.pdf](#)

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Kim,

Thanks for getting back to me about the upcoming meeting. I am copying the members of the Ridge at Elk Creek Home Owners Association so they are up to speed on the annexation and the new access road. I plan on attending the next Board of Trustees meeting on (6/26) on behalf of the association and have invited anyone who can to also attend.

We as a group support approving the attached resolution. We were all under the assumption when the Matthews Annex was approved that the main entry would be off CR471 and not through the Ridge at Elk Creek. We would not support using Foxy Lane as the main access and really need the new road as an emergency exit from our neighborhood in case our only entrance gets blocked.

The two roads through our neighborhood were not build to take the heavy traffic like CR471 was. In fact we are starting to see the results of the increased traffic on the surface already. We also have families with small kids biking and sledding on Foxy Lane that would be impacted by a heavy use.

We do understand a few owners not located in Grand Lake have opposed this resolution but this was discussed when the Matthews Annex was purchased and rezoned. Our group would like to go on record opposing the use of Foxy Lane as a main artery accessing the Love Tract or the Matthews Annex. I encourage any of our members to reply as well.

Please let us now if the meeting agenda changes from next Monday.

Best Regards,

Robert Miller, RPA

Principal | Vice President of Operations | Denver
 Property Management

Robert.Miller@colliers.com

Main: +1 303 745 5800 | Direct: +1 303 283 4577 | Mobile: +1 303 356 5674

FAX: +1 303 745 5888 | Dir FAX: +1 303 309 6841

4643 S. Ulster St., Suite 1000 | Denver, CO 80237 | USA



This message and its contents are confidential. If you received this message in error, please inform the sender and then delete it.

From: Kim White <kwhite@toglco.com>
Sent: Thursday, June 22, 2023 8:56 AM
To: Robert Miller <Robert.Miller@colliers.com>
Subject: RE: Access Road

Hi Robert,
Yes. The annexation for the property will be discussed on Monday at the 6:30pm where you might want to speak about it.
Thank you,
Kim

Kimberly G. White
Community Development Director
Town of Grand Lake - Planning Dept.
O 970-627-3435
C 970-673-3486
townofgrandlake.com



From: Robert Miller <Robert.Miller@colliers.com>
Sent: Thursday, June 22, 2023 8:50 AM
To: Kim White <kwhite@toglco.com>
Subject: Access Road

Kim,

I understand the access road from CR471 through the new Love Tract and into the Matthews Annex was approved by the Planning Commission last night. I was told it will now go to the Town Board for approval. Can you tell me when that will be on the agenda so I may attend as a representative of the Ridge at Elk Creek Owners Association please?

Best Regards,

Robert Miller, RPA
Principal | Vice President of Operations | Denver
Property Management
Robert.Miller@colliers.com
Main: +1 303 745 5800 | Direct: +1 303 283 4577 | Mobile: +1 303 356 5674
FAX: +1 303 745 5888 | Dir FAX: +1 303 309 6841
4643 S. Ulster St., Suite 1000 | Denver, CO 80237 | USA



From: mlong351@yahoo.com
To: "Robert Miller"; Kim White
Cc: "Dave & Barb DiVesta"; "David Nuechterlein"; "David Yoo"; "Gino Petrino"; "Jason Monden"; "John & Della Crone"; "John & Lisa Skinner"; "Lee Lindeen"; "Margaret Weisbrod"; "Margie Higgins"; "Mark McLean"; "Mark Richards"; "Mark Samuel"; "Oliver Leinemann"; "Seth & Mandy Tamsiea"; "Shelly Miller"; "Tom Stanley"
Subject: RE: Access Road- mLong - for 471
Date: Saturday, June 24, 2023 1:49:28 PM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.png](#)

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Hi Kim-

As a long time / full time resident at 81 Foxy Ln I too would like to emphasize my support for the town to follow through on what I understand to be Resolutions 1F and 1G which would formally designate CR471 as the primary access into town properties know as the Mathews and Love tracts. In reading my neighbors emails to you I couldn't agree more with the numerous points being made.

Specifically:

1. The grade of Foxy Ln must be very close to town code grade maximums. In wintertime, mixing a steep, narrow, icy road with frequent downhill heavy equipment use is a safety issue for your operators and even more so for our residents, our guests and our property.
2. Our road was built with specs in mind (I'm told) of automobile and light truck traffic, not frequent heavy equipment usage. Road damage has increased this past year and will get far worse with increased and frequent use by the town. Add in the occasional short term "on street" parking of vehicles by homeowners and guests, Foxy Ln is far too narrow for such use, regardless of the season.
3. I have frequently witnessed town vehicles and heavy equipment (as well as public) exceeding our posted 15mph speed limit which endangers residents backing out of their driveways and while walking, sledding or riding bikes on the roads. I've also spoken to many campers of what is now the KOA campground who take their evening walks around our loop to stay off the busier Golf Course Rd.
4. We were all told repeatedly by the seller, Tom Stanley, that the town had committed to CR471 as primary access while purchasing his property. I understand others were told this directly by town staff but this piece is second hand information to me. I'd like to see the town do their best to honor those commitments.
5. From a wildland urban-interface fire perspective, such as the recent East Troublesome Fire, having a second means of egress is extremely important both for our neighborhood and for the users of the property you have purchased / annexed. (Admittedly, the unique intensity of the East Troublesome Fire would have cut off either egress)
6. There have been instances where vehicles and large trucks have completely closed Foxy Ln at the entrance after sliding partially off the road. Until those vehicles were able to be removed, there was no access whatsoever by fire apparatus or ambulances should there have been an emergency in our neighborhood. With Ridge at Elk Creek being within town limits, CR471 access provides us greater safety by providing alternative access.

- 7. From a cost standpoint, continued frequent use of Foxy Ln by the towns heavy equipment will require the town to replace the road with one that will be engineered for the weight of water tenders, front loaders, dump trucks, road maintainers and other equipment owned and operated by the town. Is Foxy Ln even wide enough for what is essentially commercial / industrial use? Putting a primary access road at CR471 which will be engineered for this use right from the start only makes sense.
- 8. Looking at liability exposure to the town, the far greater risk to the town would be to continue to use Foxy Ln where there are more homes located close to the road and more children and grandchildren who frequently use Foxy Ln for recreation. CR471 offers a gentler grade and far fewer homes which are set back further from the road.

Kim, thank you for your time and consideration of the above. I'm hopeful the town continues their support of these resolutions which are the far better choice (and far less disruptive) for residents of the Town of Grand Lake, minimize town liability, possibly minimize cost over the long term and most importantly, provide greater safety for residents and employees of the Town of Grand Lake.

I too plan to attend the town meeting and am happy to make myself available directly if you have any questions regarding information I have provided.

Kindest personal regards,

Mike Long
 81 Foxy Ln
 970-531-0434 cell

From: Robert Miller <Robert.Miller@colliers.com>
Sent: Thursday, June 22, 2023 11:48 AM
To: Kim White <kwhite@toglco.com>
Cc: Dave & Barb DiVesta <d_divesta@centurylink.net>; David Nuechterlein <dnuechterlein@comcast.net>; David Yoo <daveyoo@yahoo.com>; Gino Petrino <pep4361@hotmail.com>; Jason Monden <jmondn@hotmail.com>; John & Della Crone <johnanddella@coloradocrones.com>; John & Lisa Skinner <Familyskinner@msn.com>; Lee Lindeen <llindeen@providenceic.com>; Margaret Weisbrod <pdweisbrod@gmail.com>; 'Margie Higgins' <Higginsmargie02@gmail.com>; Mark McLean <annmarkmclean@gmail.com>; Mark Richards <mark@accuratewindow.net>; Mark Samuel <mwsamuel1966@gmail.com>; Mike Long <mlong351@yahoo.com>; Oliver Leinemann <Leinemannoliver@gmail.com>; Robert Miller <Robert.Miller@colliers.com>; Seth & Mandy Tamisiea (sethpatrick21@yahoo.com) <sethpatrick21@yahoo.com>; Shelly Miller <Shelly.Miller719@gmail.com>; Tom Stanley <tstanexc@gmail.com>
Subject: RE: Access Road

Kim,

Thanks for getting back to me about the upcoming meeting. I am copying the members of the Ridge at Elk Creek Home Owners Association so they are up to speed on the annexation and the new

From: [Jason Monden](#)
To: [Kim White](#)
Cc: [Robert Miller](#); [Kimberley Monden](#)
Subject: Re: Access Road- Jason Monden - for 471
Date: Thursday, June 22, 2023 5:05:50 PM
Attachments: [image002.png](#)
[image003.jpg](#)
[image009.png](#)

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Hi Kim,

I want to express our support approving this resolution. This was also our expectation when the annex was approved. We fully support the main entry to be off of CR471, not Foxy Lane.

Thank you,
Jason Monden

From: Robert Miller <Robert.Miller@colliers.com>
Sent: June 22, 2023 11:47 AM
To: Kim White <kwhite@toglco.com>
Cc: Dave & Barb DiVesta <d_divesta@centurylink.net>; David Nuechterlein <dnuechterlein@comcast.net>; David Yoo <daveyoo@yahoo.com>; Gino Petrino <pep4361@hotmail.com>; Jason Monden <jmonden@hotmail.com>; John & Della Crone <johnanddella@coloradocrones.com>; John & Lisa Skinner <Famillyskinner@msn.com>; Lee Lindeen <llindeen@providenceic.com>; Margaret Weisbrod <pdweisbrod@gmail.com>; 'Margie Higgins' <Higginsmargie02@gmail.com>; Mark McLean <annmarkmclean@gmail.com>; Mark Richards <mark@accuratewindow.net>; Mark Samuel <mwsamuel1966@gmail.com>; Mike Long <mlong351@yahoo.com>; Oliver Leinemann <Leinemannoliver@gmail.com>; Robert Miller <Robert.Miller@colliers.com>; Seth & Mandy Tamisiea (sethpatrick21@yahoo.com) <sethpatrick21@yahoo.com>; Shelly Miller <Shelly.Miller719@gmail.com>; Tom Stanley <tstanexc@gmail.com>
Subject: RE: Access Road

Kim,

Thanks for getting back to me about the upcoming meeting. I am copying the members of the Ridge at Elk Creek Home Owners Association so they are up to speed on the annexation and the new access road. I plan on attending the next Board of Trustees meeting on (6/26) on behalf of the association and have invited anyone who can to also attend.

We as a group support approving the attached resolution. We were all under the assumption when the Matthews Annex was approved that the main entry would be off CR471 and not through the Ridge at Elk Creek. We would not support using Foxy Lane as the main access and really need the new road as an emergency exit from our neighborhood in case our only entrance gets blocked.

From: [John Skinner](#)
To: [Robert Miller](#); [Kim White](#)
Cc: [Dave & Barb DiVesta](#); [David Nuechterlein](#); [David Yoo](#); [Gino Petrino](#); [Jason Monden](#); [John & Della Crone](#); [Lee Lindeen](#); [Margaret Weisbrod](#); ["Margie Higgins"](#); [Mark McLean](#); [Mark Richards](#); [Mark Samuel](#); [Mike Long](#); [Oliver Leinemann](#); [Seth & Mandy Tamisiea \(sethpatrick21@yahoo.com\)](#); [Shelly Miller](#); [Tom Stanley](#); [John Skinner](#)
Subject: RE: Access Road- John Skinner - for 471
Date: Thursday, June 22, 2023 12:58:19 PM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.png](#)

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Hi Kim,

Just a quick confirmation that we do support the resolution and that items 1F & 1G which addresses establishing the access road CR471 is very important to us. We have owned our home on Foxy Lane for 13 years now, and as Bob mentioned in his note both Mad Moose LN and Foxy LN are used for walking and sledding. If it became the main access road it would be very dangerous for pedestrians. Also given the grade of Foxy LN in the winter many vehicles cannot make it up the hill. I have witnessed vehicles sliding down backwards towards our home after failing to make it up the hill. We were told that the grade on CR471 would be much less which would make it the logical access road and that Foxy LN would not be the main access road. I would like to make sure that the plans are executed with the objective to minimize the impact to the Ridge at Elk Creek residents.

Thanks,

John & Lisa Skinner

From: Robert Miller <Robert.Miller@colliers.com>
Sent: Thursday, June 22, 2023 12:48 PM
To: Kim White <kwhite@toglco.com>
Cc: Dave & Barb DiVesta <d_divesta@centurylink.net>; David Nuechterlein <dnuechterlein@comcast.net>; David Yoo <daveyoo@yahoo.com>; Gino Petrino <pep4361@hotmail.com>; Jason Monden <jmondn@hotmail.com>; John & Della Crone <johnanddella@coloradocrones.com>; John & Lisa Skinner <Famylskinner@msn.com>; Lee Lindeen <llindeen@providenceic.com>; Margaret Weisbrod <pdweisbrod@gmail.com>; 'Margie Higgins' <Higginsmargie02@gmail.com>; Mark McLean <annmarkmclean@gmail.com>; Mark Richards <mark@accuratewindow.net>; Mark Samuel <mwsamuel1966@gmail.com>; Mike Long <mlong351@yahoo.com>; Oliver Leinemann <Leinemannoliver@gmail.com>; Robert Miller <Robert.Miller@colliers.com>; Seth & Mandy Tamisiea (sethpatrick21@yahoo.com) <sethpatrick21@yahoo.com>; Shelly Miller <Shelly.Miller719@gmail.com>; Tom Stanley <tstanexc@gmail.com>
Subject: RE: Access Road

Kim,

From: [DAVID NUECHTERLEIN](#)
To: [Robert Miller](#); [Kim White](#)
Cc: [Dave & Barb DiVesta](#); [David Yoo](#); [Gino Petrino](#); [Jason Monden](#); [John & Della Crone](#); [John & Lisa Skinner](#); [Lee Lindeen](#); [Margaret Weisbrod](#); [Margie Higgins](#); [Mark McLean](#); [Mark Richards](#); [Mark Samuel](#); [Mike Long](#); [Oliver Leinemann](#); [Seth & Mandy Tamisiea \(sethpatrick21@yahoo.com\)](#); [Shelly Miller](#); [Tom Stanley](#); mnuechterlein@comcast.net
Subject: RE: Access Road- DAVID NUECHTERLEIN- for 471
Date: Thursday, June 22, 2023 5:34:49 PM
Attachments: [image002.png](#)
[image003.jpg](#)
[image009.png](#)

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Hi Kim,

We would also like to go on record that we support the proposal to have CR-471 as the access road to the Matthews Annex. We have owned our house on Foxy Lane for 12 years.

As we noted in the response to the previous comments gathering process we see the following issues with Foxy Lane being a primary access:

- This would be a safety issue due to the grading, proximity of houses to the road and the use of the road for walking, biking, sledding, etc.
- The roads were not designed or constructed to support a higher volume or heavy traffic. We already see the deterioration with the trucks coming and going on it now.
- Foxy Lane should have an emergency exit route, as there is none now.
- Access via CR471 is the most logical choice given these issues.

I plan on attending the meeting on 6/26 as well to voice my support in person.

Regards,

David Nuechterlein

(303) 888-4103

On 06/22/2023 11:47 AM MDT Robert Miller <robert.miller@colliers.com> wrote:

Kim,

Thanks for getting back to me about the upcoming meeting. I am copying the members of the Ridge at Elk Creek Home Owners Association so they are up to speed on the annexation and the new access road. I plan on attending the next Board of Trustees meeting on (6/26) on behalf of the association and have invited anyone who can to also attend.

We as a group support approving the attached resolution. We were all under the assumption when the Matthews Annex was approved that the main entry would be off CR471 and not through the Ridge at Elk Creek. We would not support

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 22-2023**

**A RESOLUTION APPROVING THE FINAL PLAT FOR THE LUCY LOVE
MINOR SUBDIVISION, COMMONLY KNOWN AS THE LOVE TRACT, WITH
CONDITIONS**

WHEREAS, the Town of Grand Lake (the “Town”) received a land use application (the “Application”) from Genette Simpkins Revocable Living Trust (the “Applicant”) to annex, zone, subdivide, and develop a parcel of land consisting of approximately 8.98 acres, commonly referred to as the Love Tract and more particularly described in Exhibit A, attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Application contemplates utilizing the minor subdivision process set forth in Section 12-6-7 of the Town Code to divide the Property into four (4) lots of approximately 2 acres each, zoned Residential Estate (RE), with each lot eventually consisting a single family residence and possibly an accessory unit; and

WHEREAS, this Resolution addresses only the Board of Trustee’s (the “Board”) consideration of the portion of the Application related to subdivision of the Property through the minor subdivision process, which is reflected primarily in the Lucy Love Minor Subdivision Plat (“Final Plat”); and

WHEREAS, Section 12-6-6 of the Town Code requires plats of a proposed subdivision to be submitted to the Town Planning Commission and the Town Board of Trustees prior to recording by the Town Staff to ensure uniformity and environmental protection; and

WHEREAS, following proper notice, on June 21, 2023, the Planning Commission considered the Final Plat and approved Planning Commission Resolution 07-2023, recommending the Board approve the Final Plat; and

WHEREAS, based on the Application, the Final Plat, the representations of the Applicant, the comments of the public, and the recommendation of the Planning Commission, the Board of Trustees finds the Final Plat subdividing the Property into four (4) lots as depicted on Exhibit A promotes the “health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of the Town” as required by Section 12-6-7 of the Town Code; and is consistent with the Town’s Master Plan; and

WHEREAS, the Applicant is current with all fees required for review of the Application to the extent such fees are required in this specific situation.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO AS FOLLOWS:

1. The Grand Lake Board of Trustees hereby approves the Final Plat Application subject to the following conditions:

a. Entry by the Applicant into a development agreement or improvement agreement acceptable to the Town addressing specific improvements, road construction, and utilities, including easement for the same, within the Property and allocating responsibility and timing for payment, design, construction, maintenance, repair and replacement of such items as between the Applicant and the Town.

b. Compliance by the Applicant with all statements and representations made by the Applicant during the course of public meetings or hearings concerning the Application.

2. Severability: If any 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.

3. 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 ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO THIS 24TH DAY OF JULY, 2023.

Votes Approving: _____
Votes Opposed: _____
Absent: _____
Abstained: _____

ATTEST:

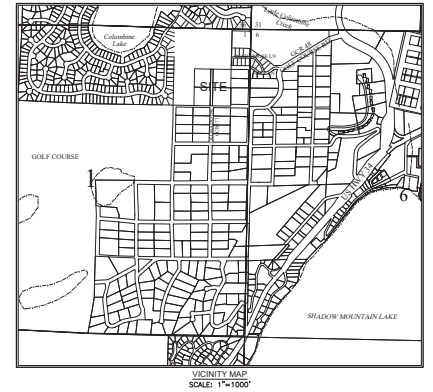
**BOARD OF TRUSTEES OF THE
TOWN OF GRAND LAKE,
COLORADO**

Alayna Carrell, Town Clerk

By: _____
Steve Kudron, Mayor

Exhibit A

LUCY LOVE MINOR SUBDIVISION
A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641
A TRACT OF LAND IN THE NE 1/4 NE 1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO
CONVEYED BY QUIT CLAIM DEED RECEPTION 2021-002942



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT GENETTE SIMPKINS REVOCABLE LIVING TRUST IS THE OWNER OF A TRACT OF LAND IN THE NE 1/4 NE 1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SE CORNER OF THIS TRACT WHENCE THE N 1/2 CORNER BETWEEN SAID SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M. AND SECTION 6, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEARS SOUTH 89°57' EAST, FOR A DISTANCE OF 325.1 FEET;
THENCE RUNNING ALONG THE N 1/2 LINE OF SECTION 1, NORTH 89°15' WEST FOR A DISTANCE OF 626.1 FEET TO THE SW CORNER OF THIS TRACT;
THENCE NORTH 1°09' EAST, FOR A DISTANCE OF 626.1 FEET TO THE NW CORNER OF THIS TRACT;
THENCE S 89°57' EAST, FOR A DISTANCE OF 626.1 FEET TO THE NE CORNER OF THIS TRACT AND THE INTERSECTION WITH THE WEST LINE OF GUGGEL SUBDIVISION 0109' WEST, FOR A DISTANCE OF 623.9 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE TOWN OF GRAND LAKE CORRECTION QUIT CLAIM DEED RECEPTION 2023-000734.
That the owner(s) have caused said real property to be consolidated into one lot, laid out and surveyed under the name and title LUCY LOVE MINOR SUBDIVISION, and does hereby dedicate and set apart all of the streets, alleys, and other public ways and places as shown on the accompanying plat to the use of the public forever, and does hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat as easements.

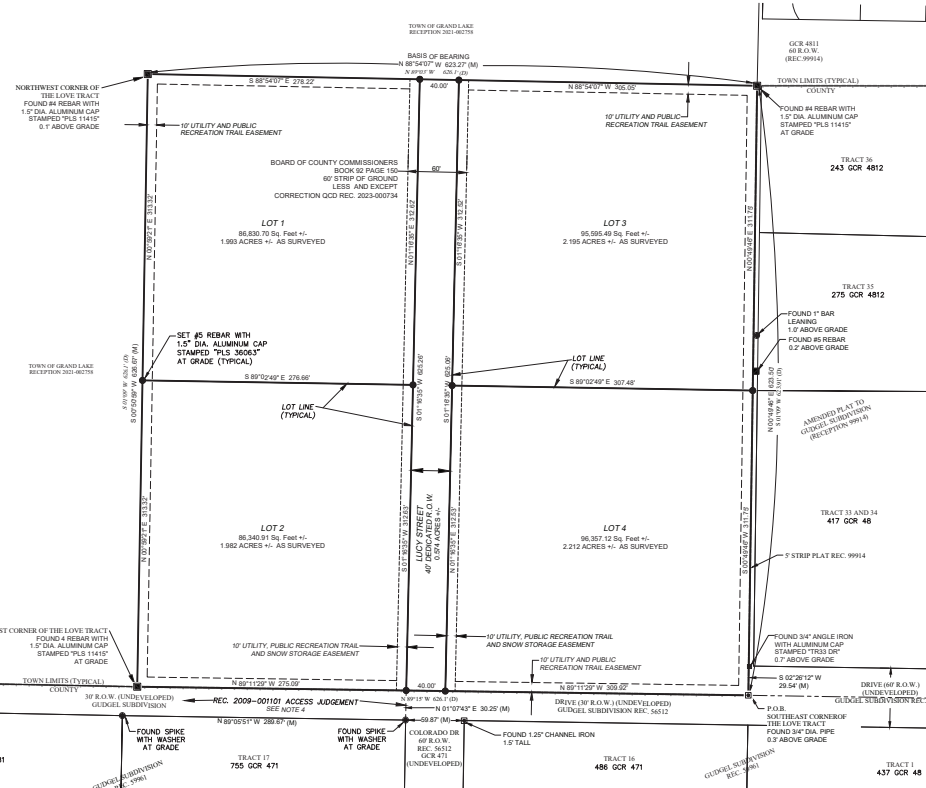
IN WITNESS WHEREOF GENETTE SIMPKINS REVOCABLE LIVING TRUST has caused its name to be hereunto subscribed this ___ day of _____, A.D., 20__.

ATTEST:
GENETTE SIMPKINS : _____

NOTARY:
STATE OF _____)SS
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, A.D., 20__

by GENETTE SIMPKINS.
Witness my hand and official seal.
My Commission Expires: _____
(SEAL)
NOTARY PUBLIC



GRAND COUNTY ASSESSOR DATA:
PARCEL NUMBERS 1191-011-00-002
VACANT LAND 8.956 ACRES +/- AS SURVEYED
ZONED GRAND COUNTY RESIDENTIAL-ANNEXATION TO THE TOWN OF GRAND LAKE ANTICIPATED IN 2023
INCLUDED IN THE THREE LAKES DESIGN AND REVIEW AREA AND THE GRAND COUNTY URBAN GROWTH AREA 2
SURVEY NOTES:
1. THE ANNEXATION MAP FOR THIS TRACT IS RECORDED AT RECEPTION
2. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS PLAT.
GRAND COUNTY CLERK'S RECORDS:
a. RECEPTION 26522, PLAT OF GUGGEL SUBDIVISION, RECORDED NOVEMBER 5, 1941.
b. RECEPTION 99994, PLAT OF AMENDED PLAT TO GUGGEL SUBDIVISION, RECORDED FEBRUARY 24, 1964.
GRAND COUNTY SURVEY DEPOSIT:
a. LS441, DEPOSIT DATE DECEMBER 12, 1995, IMPROVEMENT SURVEY PLAT BY PLS 11415 DATED 12/5/1995.
b. LS2418, DEPOSIT DATE OF JULY 14, 2021, IMPROVEMENT SURVEY PLAT BY PLS 36063 DATED 11/16/2021.
TITLE COMMITMENT:
a. COMMITMENT No. 1118815-C ISSUED BY TITLE COMPANY OF THE ROCKIES AS AGENTS FOR WESTCO LAND TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF FEBRUARY 27, 2023.
3. THE BASIS OF BEARING FOR THIS MINOR SUBDIVISION PLAT IS ALONG THE NORTH LINE OF THE LOVE TRACT, BETWEEN FOUND #5 REBAR WITH 1.5" DIA. ALUMINUM CAPS STAMPED "PLS 11415" AS SHOWN HEREON HAVING A BEARING OF N 89°54'09" W, AS MEASURED BY RTK/GPS METHOD ON NOVEMBER 6, 2020. LINEAR UNITS SHOWN ARE U.S. SURVEY FEET.
4. THE STIPULATION AND CONSENT JUDGEMENT AT RECEPTION 2009-00100 AND 2009-00101 RESPECTIVELY DETAILS ACCESS FROM AND TO THE STANLEY PROPERTY. BULLET ITEM 12 STATES, THERE SHALL BE NO ROAD OR DRIVEWAY FROM THE STANLEY PROPERTY ONTO THE 30' WIDE STRIP IMMEDIATELY TO THE NORTH OF TRACTS 12 AND 17, GUGGEL SUBDIVISION.
5. LOTS 1 THROUGH 4 SHALL BE RESTRICTED FROM FURTHER SUBDIVIDING.

PLANNING COMMISSION CERTIFICATE

APPROVED THIS ___ day of _____, A.D., 20__

Town Planning Commission, Grand Lake, Colorado

CHAIR: _____

Chairman

TOWN BOARD OF TRUSTEES CERTIFICATE

APPROVED THIS ___ day of _____, A.D., 20__ by the Board of Trustees, Grand Lake, Colorado.

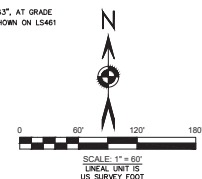
This approval does not guarantee that the size or soil or flooding conditions of any lot shown hereon are such that a building permit shall be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, street improvements, paving, grading,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

ATTEST:
CLERK: _____ MAYOR: Steve Kudron

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

LEGEND

- - SET 18" LONG #5 REBAR WITH 1.5" DIA. ALUMINUM CAP STAMPED "PLS 36063", AT GRADE
■ - FOUND #4 REBAR WITH 1.5" DIA. ALUMINUM CAP STAMPED PLS 11415, AS SHOWN ON LS461
○ - FOUND #5 REBAR, AS DESCRIBED
■ - FOUND #5 REBAR, AS DESCRIBED
□ - TELEPHONE PEDESTAL
○ - COMMUNICATION PEDESTAL
□ - ELECTRIC BOX
(○) - FIELD MEASURED
(○) - DEED DIMENSION
DA - DIAMETER
GCR - GRAND COUNTY ROAD
LS - GRAND COUNTY LAND SURVEY DEPOSIT
REC - RECEPTION
R.O.W. - RIGHT OF WAY
--- - PLATTED EASEMENTS



SURVEYORS CERTIFICATE

I, KATH E. LUTTRELL, PLS 36063, A DULY LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MINOR SUBDIVISION PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY SUPERVISION, AND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 50 AND 51, COLORADO REVISED STATUTES, AND THAT THE MONUMENTS REQUIRED BY SAID STATUTES AND BY THE TOWN OF GRAND LAKE DEVELOPMENT REGULATIONS HAVE BEEN PLACED ON THE GROUND. IT IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, IT IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND THAT IT IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

KATH E. LUTTRELL, PLS 36063
FOR AND ON BEHALF OF
PEAK TO PEAK LAND SURVEYING & MAPPING, INC.

FOR REVIEW

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL



LUCY LOVE MINOR SUBDIVISION
A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641
A TRACT OF LAND IN THE NE 1/4 NE 1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO
CONVEYED BY QUIT CLAIM DEED RECEPTION 2021-002942

Draftsman: JL Checked by: KL Date: 07/20/2023 Job no.: 2023-0119 STANLEY

DRAFT ANNEXATION AGREEMENT
(Genette Simpkins RLT for Love Parcel)

THIS AGREEMENT is made and entered into this 19TH day of JULY, 2023, by and between Genette Simpkins RLT, a Colorado Revocable Living Trust, hereinafter referred to as "Owner," and the TOWN OF GRAND LAKE, a Colorado municipality, hereinafter referred to as "Grand Lake" or "Town."

WITNESSETH

WHEREAS, Owner desires to annex to Grand Lake an 8.98 acre property more particularly described on Exhibit A, which is attached hereto, incorporated herein, and made a part hereof (hereafter referred to as "the Property"); and

WHEREAS, Owner has executed a petition to annex the Property, dated January 31, 2023, a copy of which is on file with the Town Clerk; and

WHEREAS, Owner desires to annex the Property into the Town, to subdivide the Property into four (4) lots as shown on Exhibit B, and to zone each lot "Residential Estate" pursuant to the Town Code Section 12-2-9; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Agreement regarding annexation of the Property to the Town and other matters as set forth herein; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the Town of Grand Lake, as they may be amended from time to time; and

WHEREAS, Owner acknowledges the need for conveyances and dedication of certain property, including but not limited to property for rights-of-ways and easements, to Grand Lake as contemplated in this Agreement or the Grand Lake Municipal Code, in connection with annexation, subdivision, or development of the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.
2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town and to confirm previous discussions between the Parties related to the annexation and the Contract to Buy and Sell Real Estate dated September 28, 2020 previously entered into between the Town and Stanley & Simpkins Investments, LLC. relating to property commonly referred to as the Mathews property, which is adjacent to the Property. Except as expressly provided to the contrary, all terms and conditions are in addition to all requirements concerning annexation, subdivision, and development contained in the Grand Lake Municipal Code, Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §31-12-101 et seq.
3. Further Acts. Owner agrees to execute promptly upon request of Grand Lake any and all maps, surveys and other documents necessary to accomplish the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of Grand Lake.
4. Annexation Documents. Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, notices, maps and reports determined by Grand Lake to be necessary to accomplish

annexation, subdivision, and development of the Property.

5. **Zoning and Land Use as Consideration for Annexation.** The Parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses presented in paragraph 10 below, and that the granting of such zoning by the Town of Grand Lake is a material consideration of the Owner's agreement to annex the Property to the Town. Owner shall take all actions necessary to permit zoning by Grand Lake of the annexed Property within the time prescribed by state statute and Town Code. In the event the Town does not zone the Property in accordance with the uses further described in paragraph 10, then the Town agrees not to oppose disconnection of the Property by the Owner, subject to the requirements of state law.
6. **Water Rights Dedication.** Owner shall dedicate water rights as required by Chapter 10 of the Grand Lake Municipal Code.
7. **Municipal Services.** Grand Lake agrees to make available to the Property all of the usual municipal services provided by the Town, in accordance with the ordinances and policies of the Town. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection services or emergency medical services, waste water or sewer treatment services.
8. **Public Improvements.** Except as specifically provided herein, all required public improvements shall be designed and constructed to Town standards by Owner at Owner's expense. Owner further agrees to provide financial guarantees for construction and warranty of all required improvements for each phase of the development, and to dedicate to the Town any or all of the improvements as required by Town ordinances. The public improvements and financial guarantees shall be set forth in a Development Agreement between the Town and Owner or other documents deemed acceptable by the Town. Such Development Agreement must be entered into before the earlier of (1) commencement of installation of public utility improvements or (2) issuance of the first building permit for any portion of the Property.
9. **Additional Obligations.**
 - a. As a portion of the consideration for the Town's purchase of the 21-acre Matthew's property adjacent to the Property, the Town and the Owner agreed to the following, which agreement is hereby confirmed:
 - (1) The Town will duly consider annexing the Property and be responsible for any fees associated with said annexation and the subsequent subdivision of the Property into four or fewer lots;
 - (2) The Town will provide a water tap to Owner at no charge to Owner to be used on the North East lot of the Property;
 - (3) The Town will grant to Owner and record a non-exclusive easement for access and utilities from Foxy Lane and Moose Lane to the Property across property belonging to the Town commonly known as the Matthews property, the location of such to be determined by the Town on or before January 1, 2024; and
 - (4) The parties will construct a road to the Property within the existing County owned Right Of Way immediately south of the Property and continuing through the Property from the South boundary to the North boundary of the Property ("the Roadway ROW"), and coordinate installation of utilities in such roadway as follows:
 - (i) On or before June 1, 2024, the Town shall remove the trees from the center 40 feet of the 60 foot Roadway ROW, and improve such 40 foot area to "rough grade." Rough grade will include all cut and fills and grading of such 40 foot wide area to within 2 feet of final grade, in compliance with road construction engineering specifications to be obtained

the Town.

- (ii) On or before October 31, 2024, Owner shall complete installation of deep utilities in the Roadway ROW, including installation of water and sewer mains near the center of the Roadway ROW.
- (iii) On or before June 1, 2025, the Town will finish the traveled portions of the Roadway ROW to within 6 inches of final grade.
- (iv) On or before September 1, 2025, Owner will complete installation of all other utilities including gas, electric, phone and cable along one or both of the 10 foot utility easements along the sides of such Roadway ROW.
- (v) Provided Owner completes installation of the public utility improvements, including initial acceptance of such public improvements by the Town, on or before September 1, 2025, the Town agrees to repair, replace, restore or construct the traveled portions of the Roadway ROW to a Class C roadway on or before October 31, 2025.
- (vi) The deadline for either party to complete their respective tasks set forth in subsections (i) through (v) may be extended by written agreement of the parties in the event of adverse weather, supply problems or other unforeseen circumstances.
- (vii) Prior to the earlier of (1) Owner’s commencement of installation of public utility improvements or (2) issuance of the first building permit for any portion of the Property, Owner shall enter into a Development Agreement acceptable to the Town, as provided for in Section 8, above.
- (viii) Any provision of a subsection of this Section 9 to the contrary notwithstanding, and regardless of whether Owner has completed installation of utilities in or near the Roadway ROW, after September 1, 2025, the Town shall have the right but not the obligation to construct such roadway within the Roadway ROW as the Town deems appropriate to provide access to the Town’s adjacent property, known as the Mathews property

b. Owner will record a deed restriction on the Property and each of the four (4) lots to be created as a result of subdividing the Property, within thirty (30) days of the date of approval of the plat creating the four lots, prohibiting the Property or any of the four resulting lots from being further subdivided.

c. Owner shall be responsible for the acquisition, design, construction, implementation, and mitigation of all on site and off site impacts and improvements, with such obligations to be more specifically agreed upon by the parties as part of the Development Agreement provided for in Section 8 above.

10. Zoning and Land Use.

a. It is Owner’s intent and desire to subdivide the Property into four (4) lots, each zoned Residential Estate – RE as set forth in Grand Lake Municipal Code Section 12-2-9.

b. Owner agrees that the design, improvement, construction, and development of the Property described herein shall be in conformance with the Town of Grand Lake requirements, as those requirements exist at the time of site plan or other land development applications.

c. Rezoning Process. Owner has submitted a request to rezone the Property Residential Estate – RE and such request has been processed concurrently with the petition for annexation. This provision does not waive the authority of the Owner or the Town of Grand Lake to initiate rezoning of the land in accordance with the ordinances of the Town of Grand Lake. Land use is subject to the police power and legislative authority of the Town of Grand Lake.

11. Deferred Submittals. The Parties recognize and agree there are several items the Grand Lake Town Code contemplates will be submitted as part of the subdivision process or as part of the final development application prior to approval of the final plat. However, the Parties further recognize that some of those items can safely and reasonably be postponed until a later point in the development process and that their submission at the time of the final plat is unnecessary, so long as they are provided before any physical development of the Property commences. Accordingly, the Parties agree that the submission of the following items are postponed until the filing of the first application for a building permit or other permit to be issued by the Town in connection with development of the Property:

- a. The drawn and graphic information required in the Preliminary Development Application as provided for in Article 12-9 of the Town Code, but in its finalized, detailed form.
- b. Final engineering plans for public roads.
- c. Final engineering plans for utility systems.
- d. Final engineering plans for storm drainage control systems.
- e. Any other data, surveys, analyses, studies, plans, designs, or submissions that are otherwise required as part of the Final Development Application, as provided for in Article 12-9 of the Town Code.

12. Development and Construction in Conformance with all Applicable Laws, Rules, and Regulations. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions, laws, rules and regulations including without limitation, those pertaining to annexation, development, subdivision, zoning, storm drainage, utilities, streets and roadways, access to Town streets and roadways, and flood control, as those regulations may be amended from time to time.

13. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

14. Disconnection. No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement, except as expressly provided herein. In the event the Property or any portion thereof is disconnected, Grand Lake shall have no obligation to provide any services of any kind to the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

15. Severability. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

16. Future Cooperation. The parties agree they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate its purpose and the intent of the parties.

17. No Joint Venture or Partnership/No Assumption of Liability. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute any party hereto as any agent of another party hereto for any purpose whatsoever. Except as specifically otherwise provided in this agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.
18. Amendment. This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Grand County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.
19. Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written between the parties.
20. Owner. As used in the Agreement, the term “Owner” shall include any of the trustees, beneficiaries, heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement and shall be subject to the terms of this Agreement, as if they were the original parties thereto. In the event of a transfer of all or any portion of the Property, provided the Town approves such transfer, such approval not to be unreasonably withheld, the transferring Owner shall be relieved of any and all obligations under this Agreement that arise after the date of such transfer with respect to the transferred portions of the Property.
21. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinance, resolution, regulation, or policy is intended to refer to also include subsequent amendments or revisions to such ordinance, resolution, regulation, or policy, and the parties agree such amendments or revisions shall be binding upon Owner.
22. Failure to Annex. This Agreement shall be null and void if the Town fails to approve the annexation of the Property.
23. Breach of Agreement.
 - a. Breach by Owner; Town’s Remedies. In the event of a default or breach by the Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take action, as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town’s remedies include:
 - (1) The refusal to issue to the Owner any development permit, building permit, certificate of occupancy, or other approval. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers (i.e. purchasers of individual lots by persons unrelated to Owner);
 - (2) A demand that the security given for the completion of the public improvements be paid or honored;
 - (3) The refusal to consider further development plans within the Property; and /or
 - (4) Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Owner ten (10) days written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action by the Town.

b. Breach by Town. Parties agree that in the event of a breach by the Town, Owner will have the right to seek all remedies provided by law, except and excluding any claim against the Town for damages or other monetary relief of any kind.

24. General Provisions. Town shall, at no cost to the Town, cooperate with Owner with any filings, applications, approvals, or other administrative procedures with governmental entities other than the Town, which are necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner. Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town’s legislative, governmental or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this agreement prohibit the enactment by the Town of any fee, resolution or ordinance which is of uniform or general application throughout the Town or a specific system or section within the Town.

25. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered, or sent via registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either Party, by notice so given, may change the address to which future notices shall be sent.

Notice to Town: Town of Grand Lake
Attn: Town Manager
1026 Park Avenue
PO Box 99
Grand Lake, CO 80447

With copy to: Town Attorney
Town of Grand Lake
8400 E. Prentice Avenue, Penthouse
Greenwood Village, CO 80111

Notice to Owner: Genette Simpkin’s RLT
Attn: Genette Simpkins
45-238 Kokokahi Place
Kaneohe, HI 96744

26. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors’ approval to the annexation and the terms and conditions.

27. Legislative Discretion. The Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town of Grand Lake. No assurances of annexation, zoning, or other land use have been made or relied upon by the Owner, except as expressly set forth in this Agreement. In the event that, in the exercise of its legislative discretion, any action with respect to the annexation, zoning or land use approval for the Property, as contemplated herein is not taken, then the Ow

[Handwritten Signature]

Notary Public in and for the State of Colorado, *Hawaii*
My commission *NPL*



NOTARY PUBLIC CERTIFICATION
Robin S. Nakagawa First Judicial Circuit
Doc. Description: DRAFT ANNEXATION
AGREEMENT General
Samplings Pt for Love parcel

No. of Pages: 11 Date of Doc. 1/19/23

[Handwritten Signature] 1/19/23
Notary Signature Date
Commission Expires 1/21/2025



**ANNEXATION AGREEMENT
EXHIBITS**

- A. Legal Description
- B. Graphic of proposed easements, roads, rights of way, and utilities. (Draft Final Plat)

EXHIBIT A: Legal Description

EXHIBIT B: Graphic of proposed easements, roads, rights of way, and utilities. (Draft Final Plat)



To: Mayor Kudron & Board of Trustees
From: Alayna Carrell, Town Clerk
Re: Establishing Marijuana License Application Fees
Date: July 24, 2023

The Town of Grand Lake passed Ordinance 06-2023 on June 12, 2023, taking effect thirty days after publication, on July 22, 2023. Ordinance 06-2023 establishes Article 5 Chapter 6 regarding regulated marijuana businesses and repealing Articles 5 and 1 of Chapter 7 of the Grand Lake Municipal Code.

Per Sec. 6-5-7(e) Lottery Phase Application Fee

(e) Lottery Phase Application Fees. Along with the Lottery Phase Application, all Applicants must submit a Lottery Phase Application fee to the Town to cover costs associated with processing, investigating and administering the Lottery Phase Application process. The Lottery Phase Application fee shall be established by the Town by resolution.

Per Sec. 6-5-8 License Phase Application Requirements

(c), License Phase Application Fees. Along with the License Phase application, the Applicant must submit a License Phase application fee to the Town to cover costs associated with processing, investigating, and administering the License Phase application process. The License Phase application fee shall be established by the Town by resolution.

Per Sec. 6-5-11 License Renewal

(a), A License issued pursuant to this Article shall be valid for a period of one (1) year from the date of issuance and shall be renewed each year thereafter pursuant to this Section. An application for renewal shall be made to the Town Clerk not less than thirty (30) days prior to the date of expiration. The renewal application shall be accompanied by the annual operating fees for the renewal term, and a renewal application fee in such amount as is established from time to time by resolution of the Board.

Per Sec. 6-5-14(c)(3) Transfer of Ownership

(3), An application fee shall accompany each Transfer of Ownership Application, in such amount as is established from time to time by resolution of the Board.



Below are surrounding Towns set Marijuana Fees:

<u>Type of Fee</u>	<u>Fraser</u>	<u>Winter Park</u>	<u>Grand County</u>
Application Fee-New License	\$ 2,500.00	Phase 1: \$1,750.00 Phase 2: \$2,000.00	\$ 3,000.00
Renewal Application Fee		\$ 1,500.00	\$ 3,000.00
Retail Marijuana Store License			\$ 5,000.00
Transfer of Ownership	\$ 2,500.00	\$ 1,000.00	\$ 3,500.00
Change in Location	\$ 700.00	\$ 1,000.00	\$ 3,500.00
Modification of Premises		\$ 250.00	\$ 1,000.00
Corporate Structure Change	\$ 500.00		\$ 3,500.00
Late Renewal Application Fee in Addition to Other Fees		\$ 500.00	\$ 2,000.00
Annual Operating Fee	\$ 500.00	\$ 2,000.00	
Manager Registration if Not Owner	\$ 500.00		
Personnel changes		\$ 100.00	

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 27-2023**

A RESOLUTION SETTING CERTAIN FEES AND DEPOSITS

WHEREAS, the Board of Trustees of the Town of Grand Lake ("the Board"), Colorado, pursuant to Colorado statute and the Grand Lake Town Code, including but not limited to Section 2-3-2, is vested with the authority of administering the affairs of the City of the Town of Grand Lake, Colorado (the "Town"); and,

WHEREAS, the authority of the Board includes, but is not limited to adopting ordinances and resolutions, including those that establish, set, or amend the fees, charges, and deposits assessed in connection with staff time, and other related services and matters provided by or at the direction of the Town; and,

WHEREAS, the Board has previously and periodically adopted and revised schedules, setting forth such fees and other charges; and,

WHEREAS, the Board has approved Ordinance 06-2023, which establishes (i) a two-phased application lottery and review process for the granting of a license to operate a Regulated Marijuana Store in the Town, (ii) a framework for regulating such marijuana operations, and (iii) that certain fees are required to cover the administrative costs associated therewith; and,

WHEREAS, the Board deems that it must adopt certain fees in order to reasonably provide the particular service or license.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AS FOLLOWS:

THAT, the Board considers the following fees to be fair and equitable, and reasonably related to the cost of providing the particular service or license:

- Lottery Phase Application fee (per §6-5-7(e)):
- Licensing Phase Application fee (per §6-5-8(c)):
- License Renewal fee (per §6-5-11(a)):
- Transfer of Ownership fee (§6-5-14(c)(3)):

THAT, the Town Fee and Deposit Schedule (the "Fee and Deposit Schedule") attached hereto is hereby approved with the following conditions:

1. The Fee and Deposit Schedule shall take effect on July 24, 2023 (the

"Effective Date").

2. The Fee shall apply to any application filed after the Effective Date and any license issued after the Effective Date; and,

THAT, the fees and charges set forth in this resolution may be revised from time to time by ordinance or by resolution, duly enacted by the Board.

1. Validity. If any part of this resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remain portions of this resolution. The Board of Trustees hereby declares that it would have approved this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

INTRODUCED, PASSED AND ADOPTED A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AND SIGNED THIS 24th DAY OF JULY 2023.

Votes Approving: _____
 Votes Opposed: _____
 Absent: _____
 Abstained: _____

ATTEST:

BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO

 Alayna Carrell
 Town Clerk

By: _____
 Stephan Kudron
 Mayor