



# Town of Grand Lake

## LAND USE REVIEW APPLICATION FORM

P.O. Box 99 • 1026 Park Avenue • Grand Lake, CO 80447  
 Phone: 970-627-3435 • Fax: 970-627-9290  
 Email: [planner@toglco.com](mailto:planner@toglco.com) • Website: [townofgrandlake.com](http://townofgrandlake.com)

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

### PROPERTY

**Property Address** (or general location if not addressed): 525 Grand Ave. Grand Lake, CO 80447

Legal Description: Lot 15 Block 26 Subdivision \_\_\_\_\_

Lot Area (in square feet or acres): 5,000 sq. ft. Existing Use of Property: B - Business (dog grooming & day care)

### 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)

Verts Grand Lake LLC proposes a change of use to M - Mercantile for a licensed and regulated retail marijuana store.

The property includes one, single-unit building on one lot.

Applicant will lease the property and has applied for a retail marijuana store license.

See attached site and floor plans for additional information.

### Applicant Information

Is the Applicant the owner of the property? Yes  No

If the Applicant is not the owner of the property, does the Applicant have authority from the property owner to engage in the proposed use? Yes  No

Name of Development: Verts Neighborhood Dispensary

Name of Applicant: Verts Grand Lake LLC Email: [REDACTED]

Address: 11922 W. 27th Drive Phone: [REDACTED]

City: Lakewood State: CO Zip: 80215 Fax: \_\_\_\_\_

Zip: **Contact Information** (if not the applicant)

Name of Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

### STAFF USE ONLY

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

Application Received By: Kwhite- edited and resent 3/25/2024 Date: 3/21/2024 Time: \_\_\_\_\_

Fee Paid: 300 deposit Amount: \_\_\_\_\_ Reimbursement Form Signed:  Yes Date: 3/25/2024  No



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

**THIS AGREEMENT** (“the Agreement” is entered into this 25<sup>th</sup> day of March, 20  , by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, (“the Town”) and Verts Grand Lake LLC, a Colorado limited liability company (homeowner, type of corporation, LLC, etc. if applicable), (collectively, “the Applicant”).

**WHEREAS**, the Applicant owns, or has rights to the possession and use of, certain property situated in Grand County, Colorado described on Exhibit A, attached hereto and incorporated herein by reference, (“the Property”);

**WHEREAS**, the development and land use 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, conditional uses, dedication of lands and the availability of and feasibility of providing utility services;

**WHEREAS**, the Applicant desires to develop or conduct a conditional use on the Property and has made application to the Town for approval of subdivision, annexation, conditional use, 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 review process until final completion of the development or conditional use 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 Applicant and the Town will apply those fees against the review expenses incurred by the Town while processing the Applicant’s development review or conditional use proposal. In the event the Town incurs review expenses greater than the monies collected from the Applicant, the Applicant agrees to reimburse the Town for the additional expenses and fees upon submittal of an invoice. Applicant shall pay all invoices submitted by the Town within ten (10) days of the Town’s delivery of such invoice. Failure by the Applicant 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, conditional use 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 Applicant 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 Applicant and file such notices as are required by the Town's regulations. The Applicant shall be liable for all costs incurred by the Town in terminating the processing of the application.
3. If the Applicant fails to pay the fees and costs required herein when due, the Town may take those steps necessary and authorized by law 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 Applicant 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 review of the application throughout the review process. Statements of expenses incurred will be made available to the Applicant by the Town. Expenses to be charged to the Applicant'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 Applicant with a statement of account and will refund to the Applicant any funds paid by the Applicant that were not expended by the Town, except where the Parties expressly agree to the contrary.
5. Applicant's obligation to pay the costs and expenses provided for in this Agreement shall exist and continue independent of whether the Applicant's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Applicant prior to a final decision in the process.

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

PRINTED APPLICANT'S NAME: Daniel Rowland, Member

APPLICANT'S SIGNATURE: Daniel W. Rowland Digitally signed by Daniel W. Rowland  
Date: 2024.03.25 14:59:16 -06'00'  
Signature

TOWN OF GRAND LAKE

By:   
Kim White, Community Development Director

Attest:   
Alayna Carrell, Town Clerk

