



Town of Grand Lake

Planning Department

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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): 1016 Grand Ave, 1001 - 1007 Lake Ave, (825 Lake Ave, Lot 12, Blk 12)

Legal Description: Lot 4-6, 9-14 Block 5 Subdivision Grand Lake

Lot Area (in square feet or acres): 1.029 acres Existing Use of Property: mixed/motel, restaurant and residential

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: mixed use subdivision

PROPOSAL

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

Subdivision to include 20 residential condos and approximately 16,200 sq ft of commercial space that will be divided into commercial condominium spaces prior to final plat. There shall be the required open space per Town of Grand Lake code.

Please see attached drawings & narrative description.

Applicant Information

Name of Development: Leatherwood

Name of Applicant: Spirit Lake Condos, LLC

Address: PO Box 11

City: Grand Lake State: CO Zip: 80447

Email: _____

Phone: _____

Fax: _____

Contact Information (if not the applicant)

Name of Contact: Gabe Bellowe, Architect

Email: gabe@maarchitectural.com

Address: 315 East Agate Avenue

Phone: 970-887-9366 ext. 209

City: Granby State: CO Zip: 80446

Fax: N/A

STAFF USE ONLY

File Name: _____

Application Received By: _____ Date: _____ Time: _____

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



**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 14th day of August, 2024, by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, ("the Town") and Spirit Lake Condos, LLC, a LLC (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: Spirit Lake Condos, LLC

OWNER OF PROPERTY: Patricia Kneenut, manager
Signature

TOWN OF GRAND LAKE

By: _____
Kim White, Community Development Director

SEAL

Attest:

Alayna Carrell, Town Clerk