

# Silver Ridge Town Homes

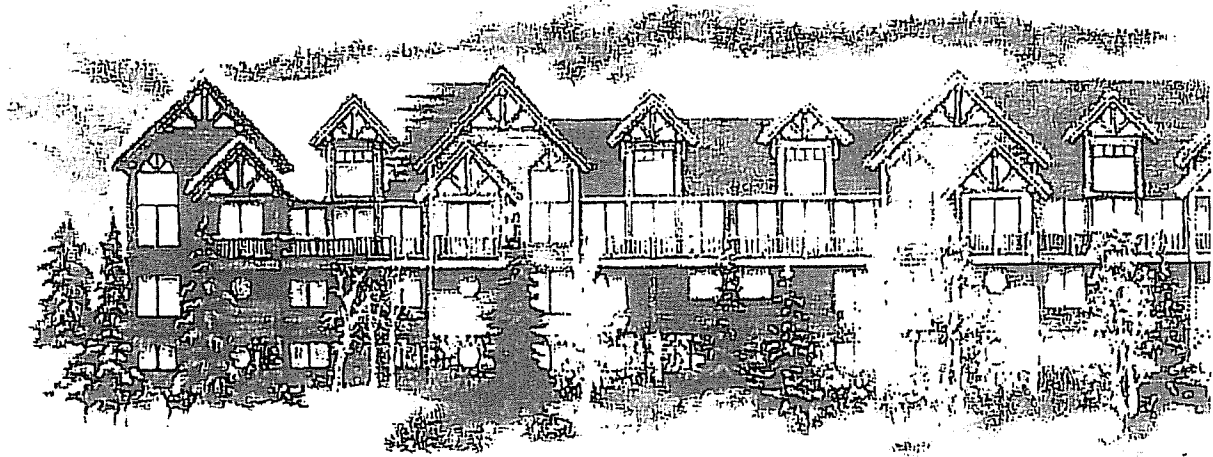
Granby, Colorado



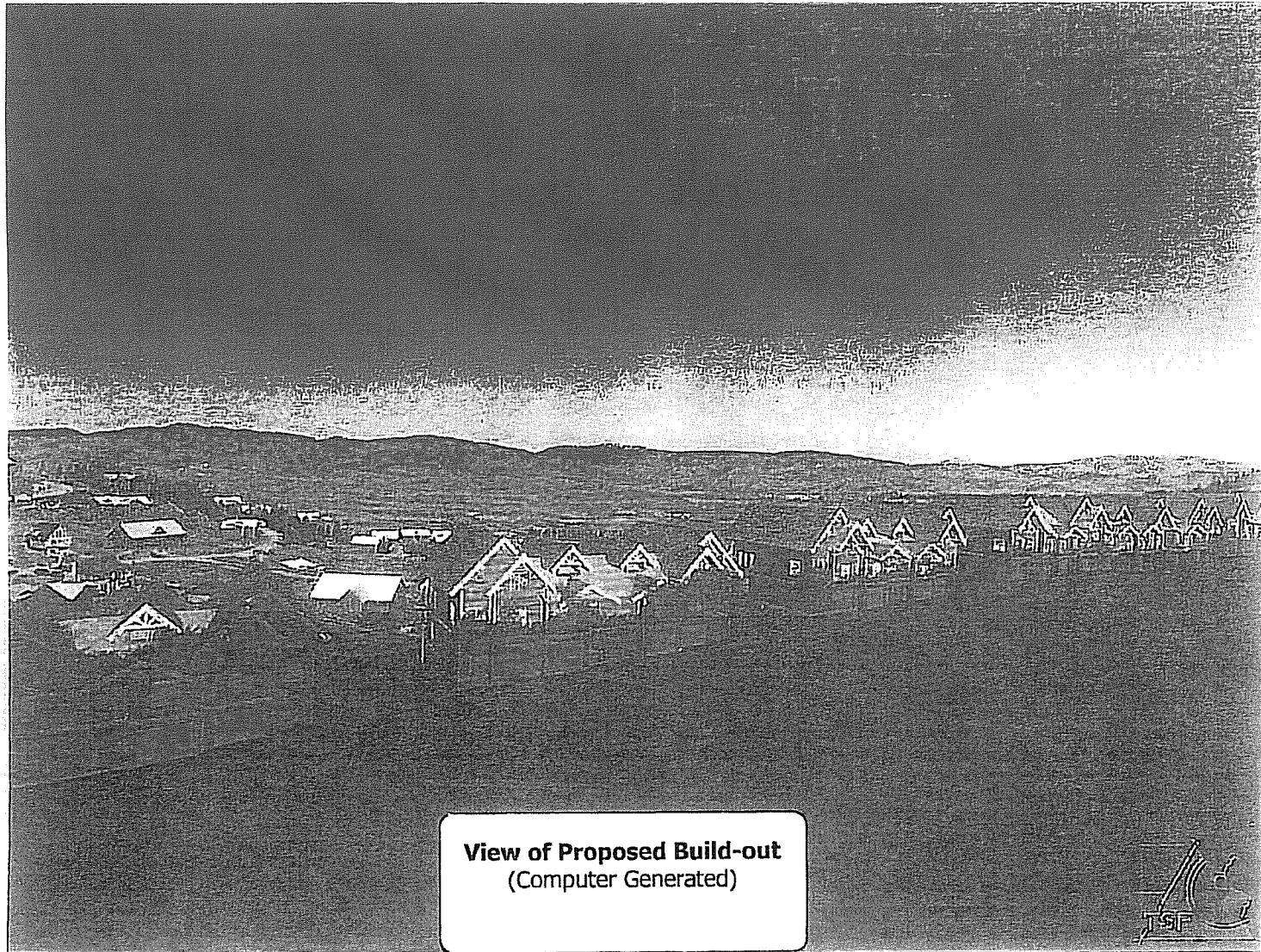
## Location Description

Granby Colorado just 79 miles northwest of Denver in the Colorado Rockies. At the base of Sol-Vista ski resort with a 20 minute drive to Winter Park Ski area (serving over 1 million skiers visits per year). In the back yard and across the street from Sol-Vista Golf and Ski Ranch sits the new Grand Elk Resort and Club with its Craig Stadler (PGA Professional) 18 hole signature golf course. There is also Pole Creek 27 Hole Championship Golf Course and Grand Lake Golf course nearby. Just 15 miles away Grand Lake-Colorado's largest natural lake, bordering the western entrance to Rocky Mountain National Park and serving over 3 million visitors per summer. Two other lakes--Lake Granby and Shadow Mountain are close by. Just 2 miles from the property is the Colorado River, the Frasier River and the Green river. Each being some of the best fly fishing in the country for brown and rainbow trout. Other activities include: Cross Country skiing, Ice Skating, snowmobiling, swimming, Marina, Water Skiing, Sail Boating, Paddle Boats Canoeing, Horseback Riding, Balloon Rides, Jeep tours, Whitewater Rafting, Snowshoeing, Night Skiing just to name a few - Berthoud Pass Ski area





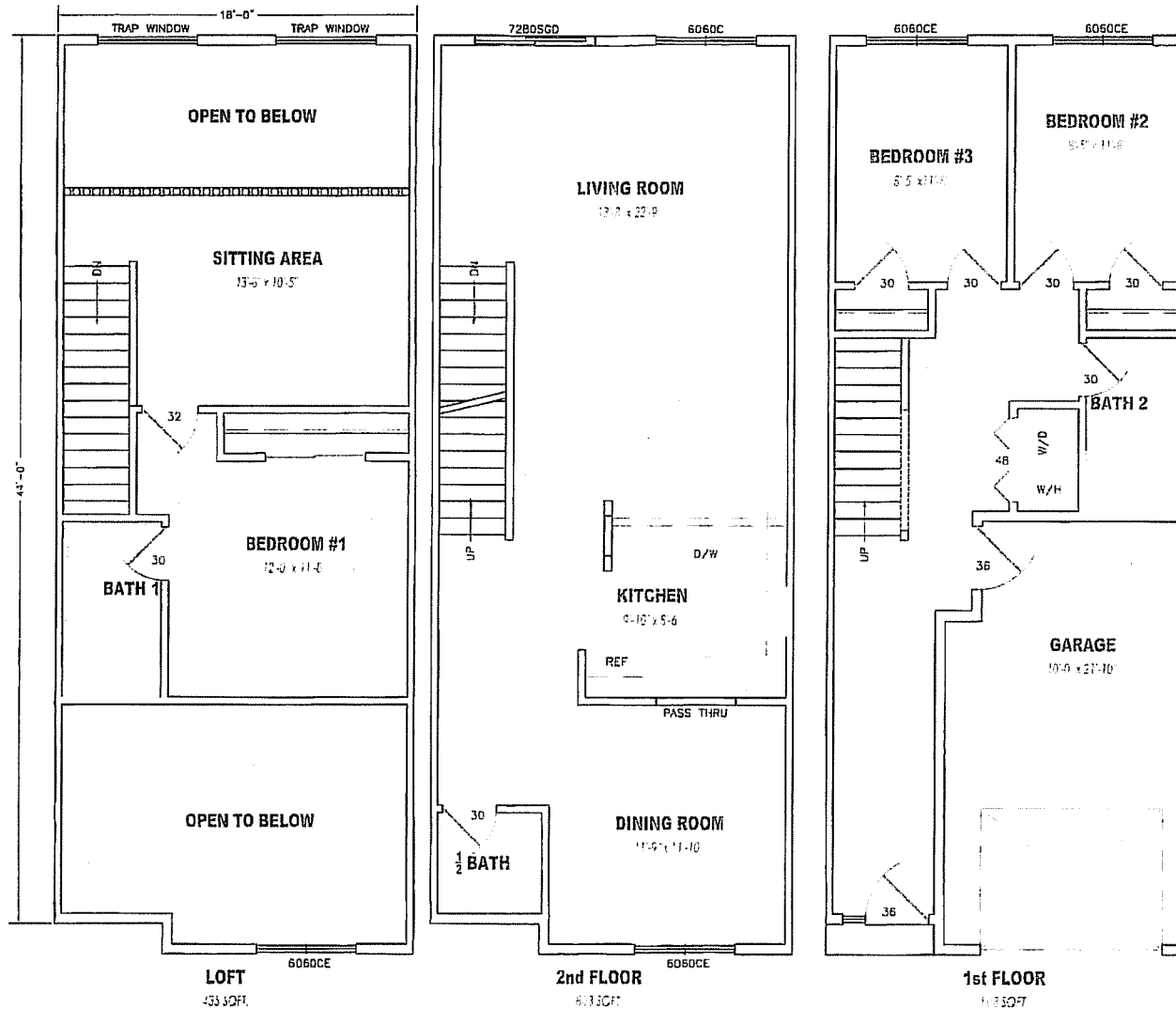
SILVER RIDGE



**View of Proposed Build-out**  
(Computer Generated)







DATE:	REVISIONS:	DRAWN BY: G. YOUNG	MODEL: BARVISTA MODEL MF 2051 A	ID: SILVER RIDGE	SHEET: 1
		CHECKED BY:	TITLE: FLOOR PLAN W/ LOFT	SQ. FT. 2051	S/N:
		SCALE: 3/16" = 1'-0"			
		DATE: 9/15/04			

⊕ RIDGE HEIGHT 134'-11"

⊕ TOP PLATE 128'-6"

⊕ LOFT FF 120'-6"

⊕ TOP PLATE 118'-9"

⊕ 2nd FF 110'-9"

⊕ TOP PLATE 109'-0"

⊕ 1st FF 101'-0"

⊕ GRADE 100'-0"



**BARVISTA HOMES**  
Johnstown, CO

DATE:

REVISIONS:

DRAWN BY: G. YOUNG

MODEL:

BARVISTA MODEL MF 2529 A

ID: SILVER RIDGE

SHEET: 2

CHECKED BY:

SCALE: 3/16" = 1'-0"

TITLE:

FRONT ELEVATION

SQ. FT. 2529

S/N:

DATE: 9/15/04



WEST ELEVATION

1/8" = 1'-0"



**BARVISTA HOMES**  
Johnstown, CO

DATE:	REVISIONS:	DRAWN BY: G.YOUNG	MODEL: BARVISTA MODEL MF 2529 A	ID: SILVER RIDGE	SHEET: 2
		CHECKED BY:	TITLE: ELEVATIONS	SQ. FT. 2529	S/N:
		SCALE: 3/32 = 1'-0"			
		DATE: 4/22/04			



EAST ELEVATION  
 1/8" = 1'-0"

 **BARVISTA HOMES**  
 Johnstown, CO

DATE:	REVISIONS:	DRAWN BY: G. YOUNG	MODEL: BARVISTA MODEL MF 2529 A	ID: SILVER RIDGE	SHEET: 3
		CHECKED BY:	TITLE: ELEVATIONS	SQ. FT. 2529	S/N:
		SCALE: 3/32 = 1'-0"			
		DATE: 4/22/04			

⊕ RIDGE HEIGHT 139'-10"

⊕ TOP PLATE 133'-4"

⊕ LOFT FF 125'-4"

⊕ TOP PLATE 123'-7"

⊕ 2nd FF 115'-7"

⊕ TOP PLATE 113'-10"

⊕ 1st FF 105'-10"

⊕ GRADE 100'-0"

⊕ BSMNT FF 95'-10"



CENTER LINE



**BARVISTA HOMES**  
Johnstown, CO

DATE:

REVISIONS:

DRAWN BY: G. YOUNG

MODEL:

BARVISTA MODEL MF 2529 A

ID: SILVER RIDGE

SHEET: 3

CHECKED BY:

SCALE: 3/16" = 1'-0"

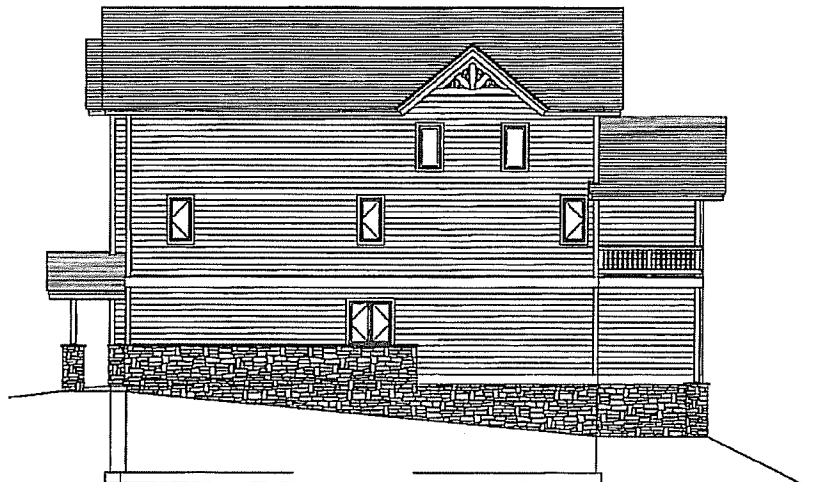
TITLE:

REAR ELEVATION

SQ. FT. 2529

S/N:

DATE: 9/15/04

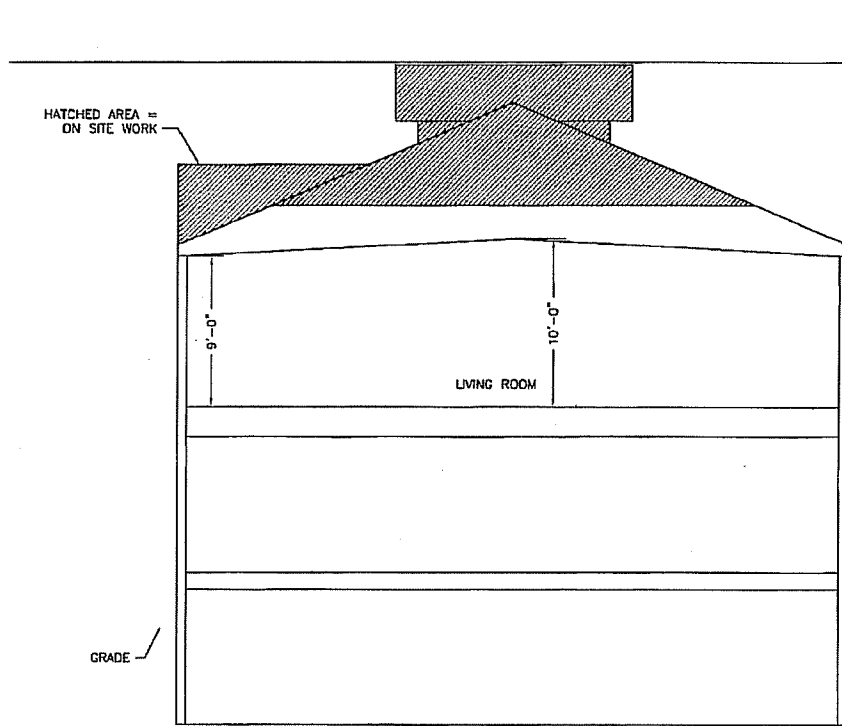


NORTH/SOUTH ELEVATION  
1/8" = 1'-0"

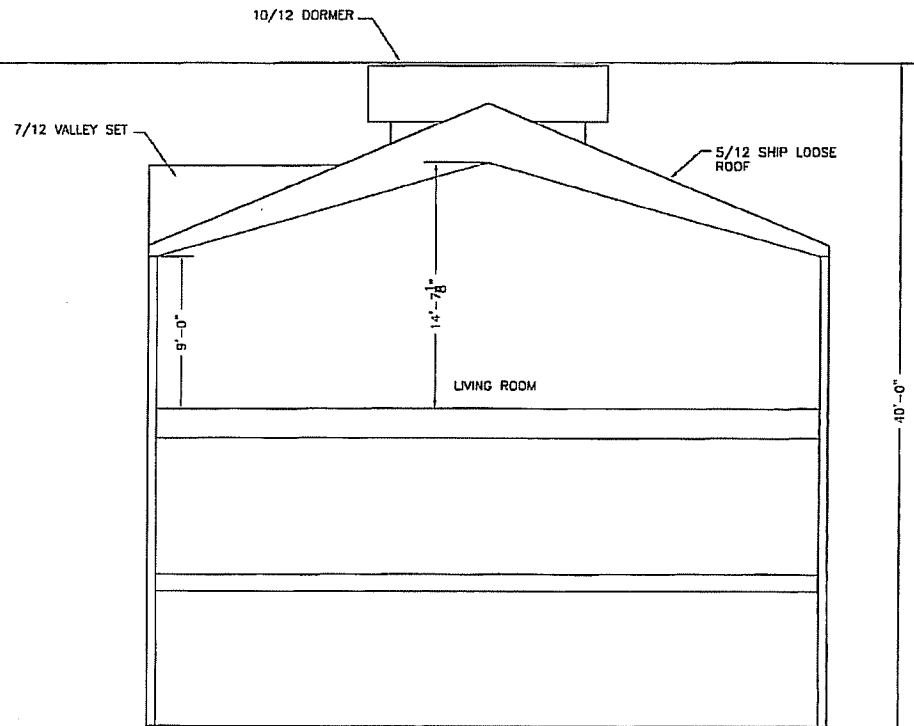


**BARVISTA HOMES**  
Johnstown, CO

DATE:	REVISIONS:	DRAWN BY: G. YOUNG	MODEL: BARVISTA MODEL MF 2529 A	ID: SILVER RIDGE	SHEET: 4
		CHECKED BY:	TITLE: ELEVATIONS	SQ. FT. 2529	S/N:
		SCALE: 3/32 = 1'-0"			
		DATE: 4/22/04			



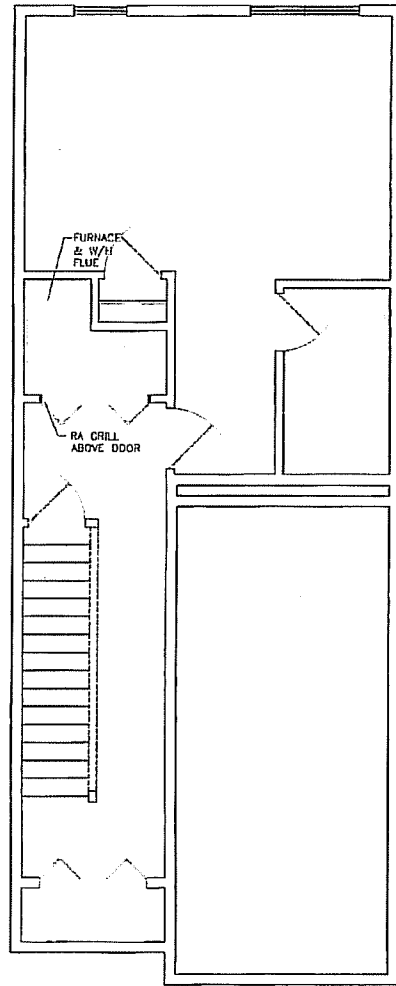
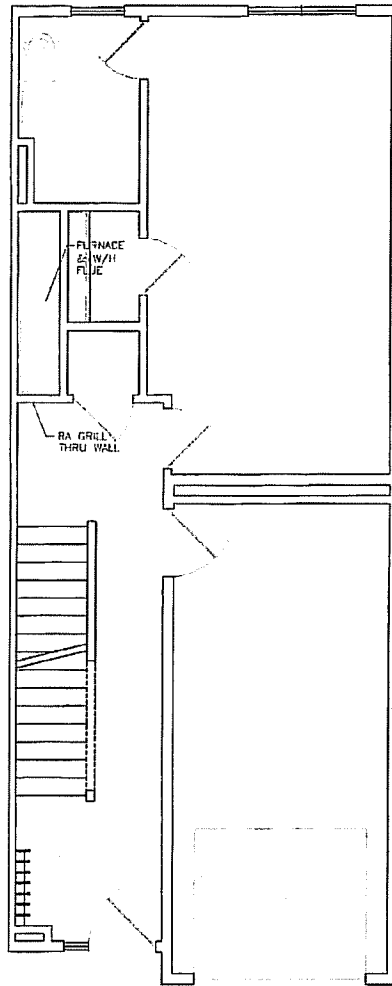
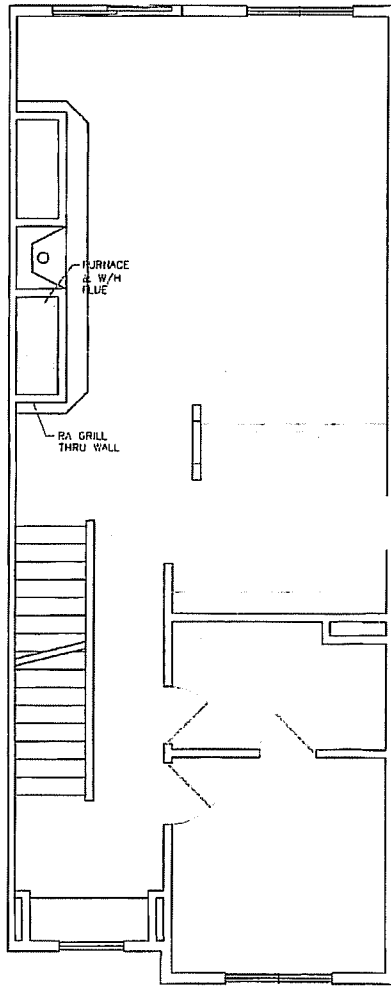
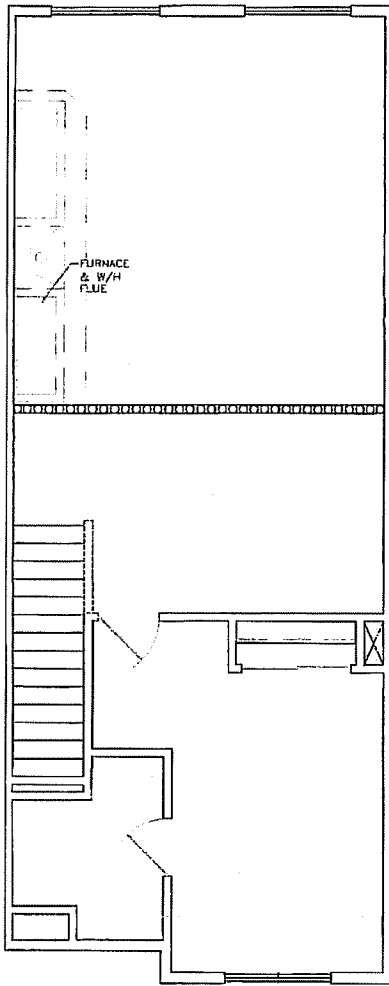
SHIP LOOSE CAP OPTION  
ALT. 2A



SHIP LOOSE ROOF OPTION  
ALT. 2B

 **BARVISTA HOMES**  
Johnstown, CO

DATE:	REVISIONS:	DRAWN BY: G. YOUNG	MODEL: BARVISTA MODEL MF 2529 A	ID: SILVER RIDGE	SHEET: 5
		CHECKED BY:	TITLE: SECTION	SQ. FT. 2529	S/N:
		SCALE: NTS			
		DATE: 4/22/04			



**BARVISTA HOMES**  
Johnstown, CO

DATE:

REVISIONS:

DRAWN BY: G. YOUNG

MODEL:

BARVISTA MODEL MF 2529 A

ID: SILVER RIDGE

SHEET: 5

CHECKED BY:

TITLE:

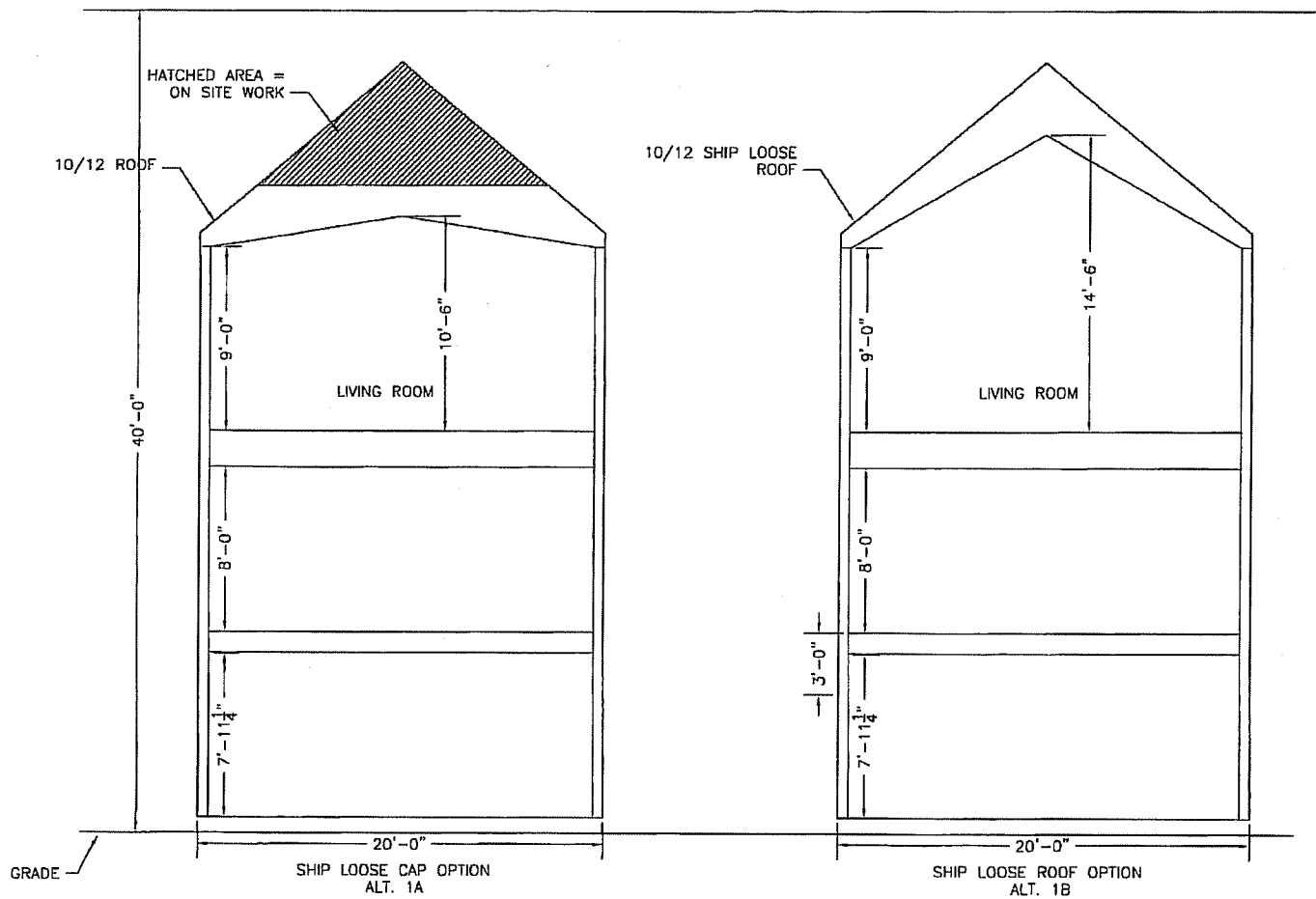
HVAC PLAN W/ LOFT

SG. FT. 2529

S/N:

SCALE: 3/16" = 1'-0"

DATE: 9/13/04

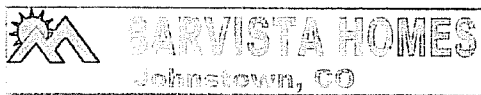
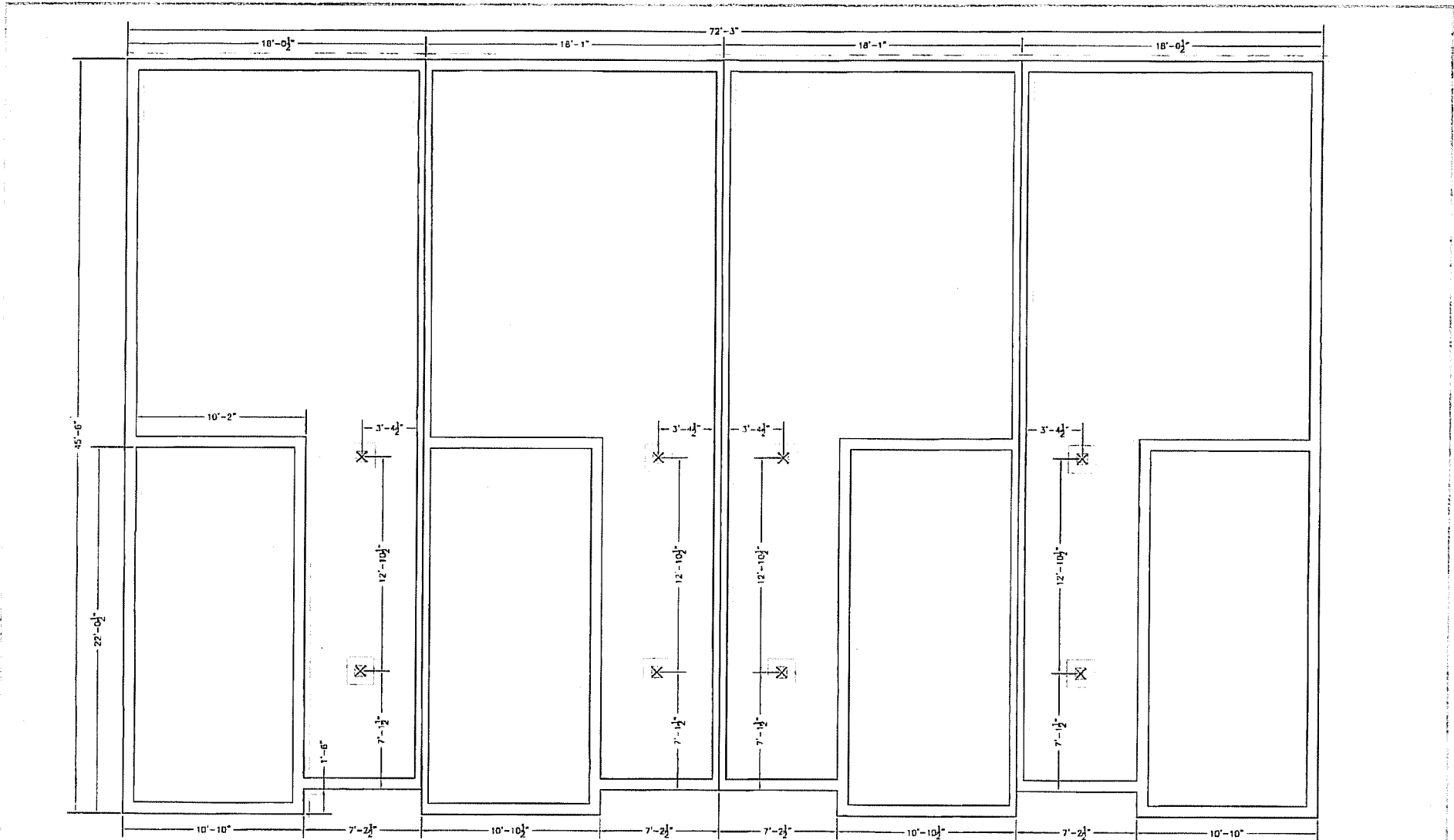


**BARVISTA HOMES**  
Johnstown, CO

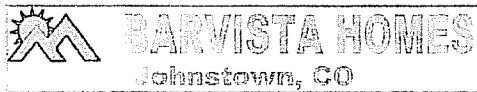
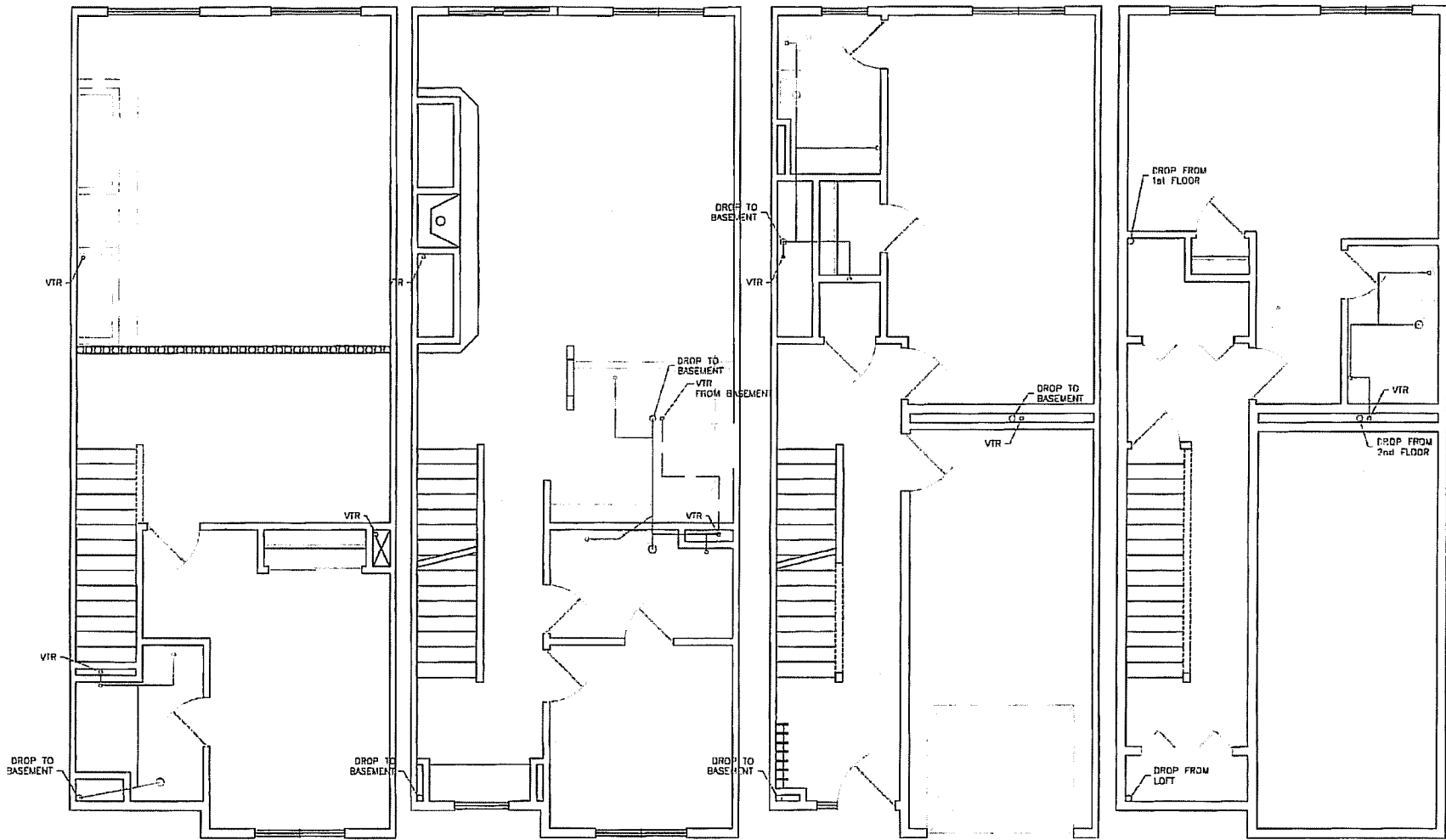
DATE: \_\_\_\_\_ REVISIONS: \_\_\_\_\_ DRAWN BY: G. YOUNG  
CHECKED BY: \_\_\_\_\_  
SCALE: NTS DATE: 4/22/04

MODEL: BARVISTA MODEL MF 2529 A  
TITLE: SECTION

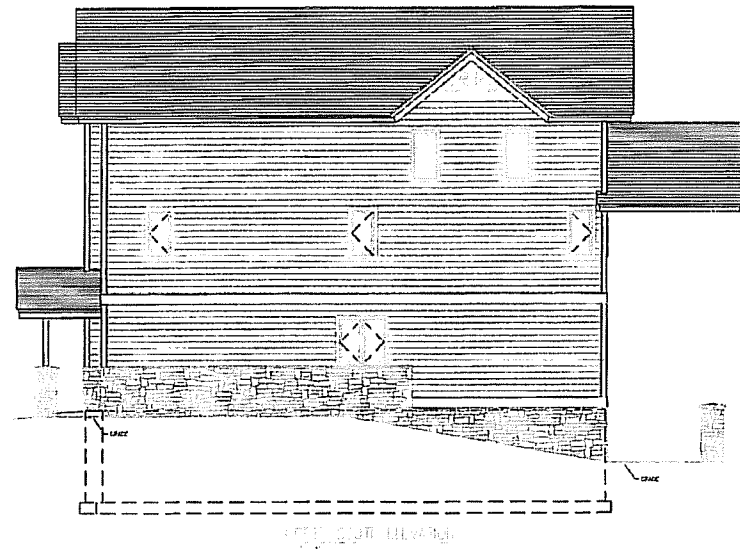
ID: SILVER RIDGE SHEET: 5A  
SQ. FT. 2529 S/N: \_\_\_\_\_



DATE:	REVISIONS:	DRAWN BY: G. YOUNG	MODEL: BARVISTA MODEL MF 2529 A	ID: SILVER RIDGE	SHEET: 7
		CHECKED BY:	TITLE: 4 UNIT FOUNDATION PLAN	SQ. FT. 2529	S/N:
		SCALE: 3/16" = 1'-0"			
		DATE: 9/15/04			



DATE:	REVISIONS:	DRAWN BY: G. YOUNG	MODEL: BARVISTA MODEL MF 2529 A	ID: SILVER RIDGE	SHEET: 8
		CHECKED BY:	TITLE: DWV PLAN W/ LOFT	SQ. FT. 2529	S/N:
		SCALE: 3/16" = 1'-0"			
		DATE: 9/15/04			




**BARVISTA HOMES**  
 Johnston, CO

DATE:

REVISIONS:

DRAWN BY: G. YOUNG

MODEL:

BARVISTA MODEL MF 2529 A

ID: SILVER RIDGE

SHEET:

CHECKED BY:

SCALE: NTS

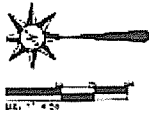
TITLE:

FOUNDATION GRADE LINES

SQ. FT. 2529

S/N:

DATE: 3/21/05



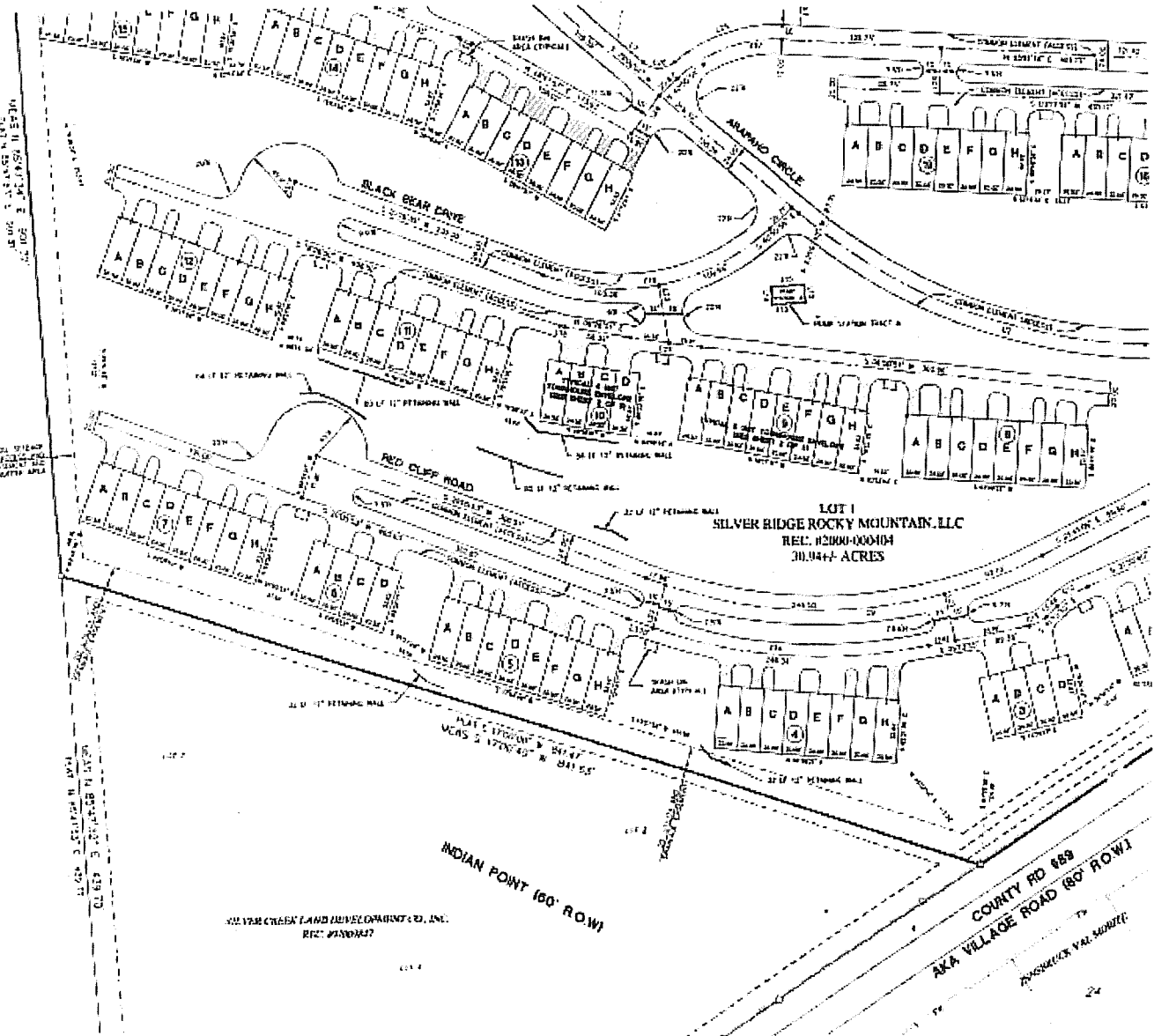
**SILVER RIDGE TOWNHOMES**

LOT 1, AS DEPICTED ON THE PLAT OF PHASE I LAKEVIEW SUBDIVISION, REC'D EXCEPT THAT PORTION PLATTED AS LAKEVIEW CONDOMINIUM MAP FOR LOT 1, PHASE I, LAKEVIEW SUBDIVISION, RECEPTION #21558 BEING A PORTION OF SECTIONS 8 & 17, TOWNSHIP 1 NORTH, RANGE 76 WEST, SIXTH COUNTY OF GRAND, STATE OF COLORADO CONVEYANCE RECORDED AT RECEPTION #2000-00014 SHEET 4 OF 5

SEE SHEET 3 OF 5

SEE SHEET 5 OF 5

ALL OF ADJACEMENT



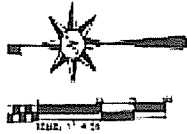
LOT 1  
SILVER RIDGE ROCKY MOUNTAIN, LLC  
REC. #2000-00014  
30.94+- ACRES

THE YAM CREEK LAND DEVELOPMENT CO., INC.  
REC. #2000-00017

- LEGEND**
- ⊙ FOUND UTM BRASS
  - ⊙ FOUND FN & LCM
  - ⊙ FOUND 1/2" REBAR
  - ⊙ EXISTING FHL UNDER
  - ⊙ EXISTING SANITARY
  - ⊙ POWER POLE
  - ⊙ SIGN
  - EXISTING OVERHEAD
  - EXISTING WATER
  - UNPLATTED COMMON EL

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

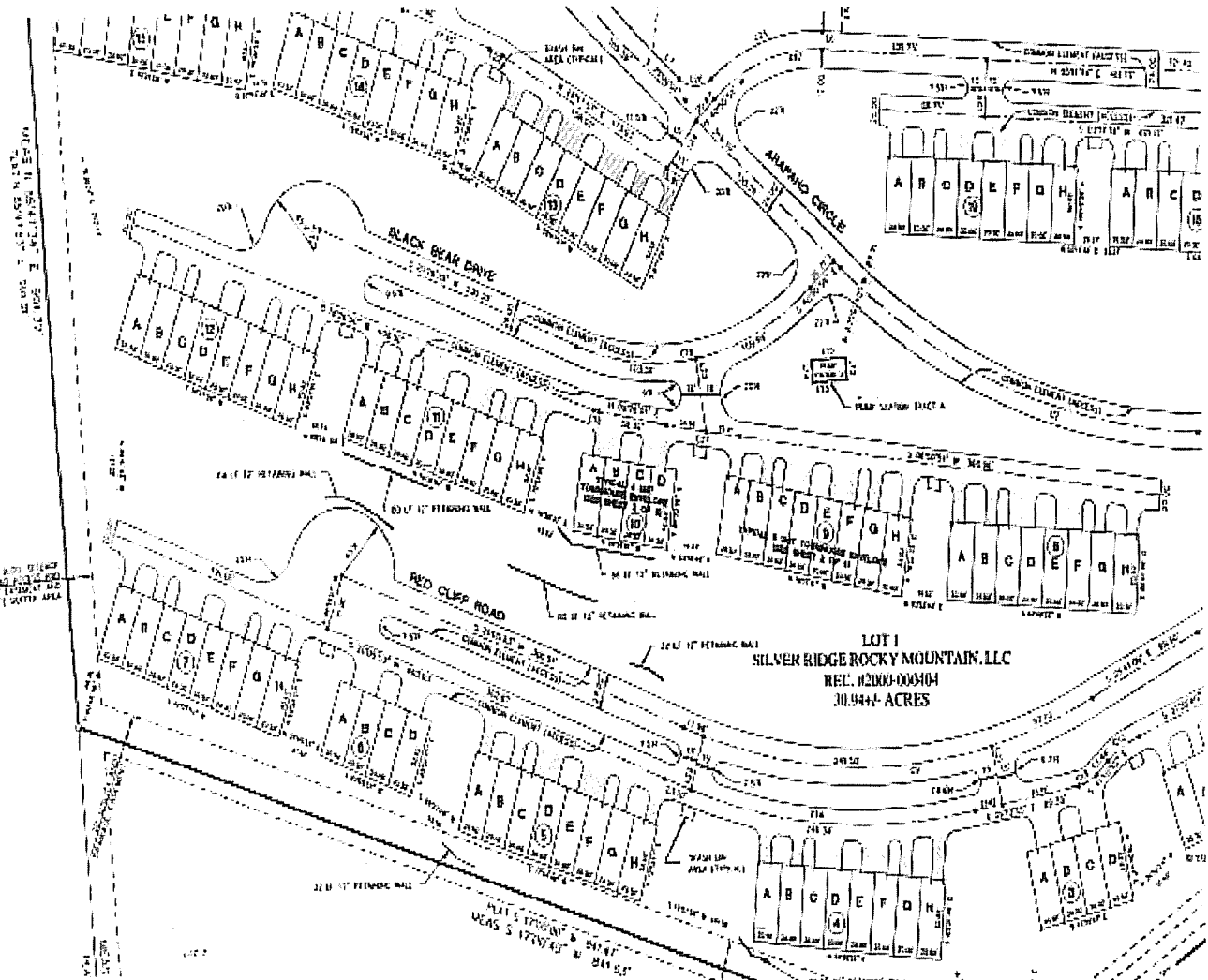
FINAL PLAT	
SILVER RIDGE TOWNHOMES LOT 1, AS DEPICTED ON THE PLAT OF PHASE I LAKEVIEW SUBDIVISION, REC. #2000-00014 EXCEPT THAT PORTION PLATTED AS LAKEVIEW CONDOMINIUM MAP FOR LOT 1, PHASE I, LAKEVIEW SUBDIVISION, REC. #21558 GRAND COUNTY, COLORADO S. 8 & 17 T. 1N. R. 76W. 6TH CONVEYANCE RECORDED AT REC. #2000-00014	
DATE: 08/04	SCALE: 1" = 40'
BY: TSHENK	
CHK: TSHENK	



**FINAL PLAT**  
**SILVER RIDGE TOWNHOMES**

LOT 1, AS DEPICTED ON THE PLAT OF PHASE I LAKEVIEW SUBDIVISION, RECEIVED EXCEPT THAT PORTION PLATTED AS LAKEVIEW CONDOMINIUM MAP FOR LOT 1, PHASE I LAKEVIEW SUBDIVISION, RECEPTION #215339 BEING A PORTION OF SECTIONS 8 & 17, TOWNSHIP 1 NORTH, RANGE 76 WEST, SIXTH 1 COUNTY OF GRAND, STATE OF COLORADO CONVEYANCE RECORDED AT RECEPTION #2000-00044 SHEET 4 OF 5

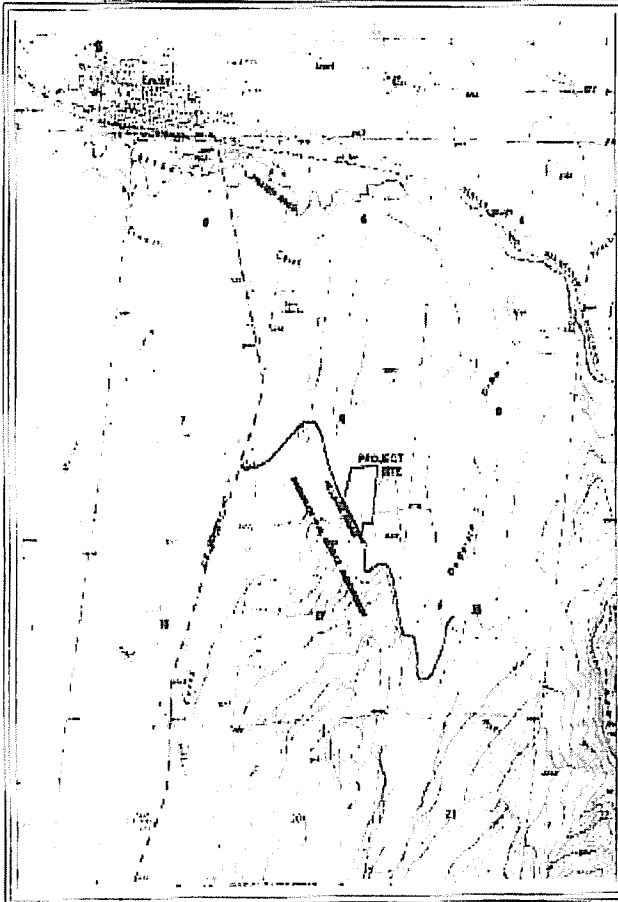
SEE SHEET 3 OF 5



**LEGEND**

- ⊗ - FOUND UTM BRASS C
- ⊙ - FOUND RN & CAP W
- ⊠ - FOUND 1/2" REBAR
- ⊕ - EXISTING FIRE HYDRANT
- ⊚ - EXISTING SANITARY S
- ⊖ - POWER POLE
- ⊗ - SIGN
- OH - EXISTING OVERHEAD L
- FW - EXISTING WATER
- - LIMITED COMMON ELE

BUREAU OF  
MANAGEMENT



VICINITY MAP



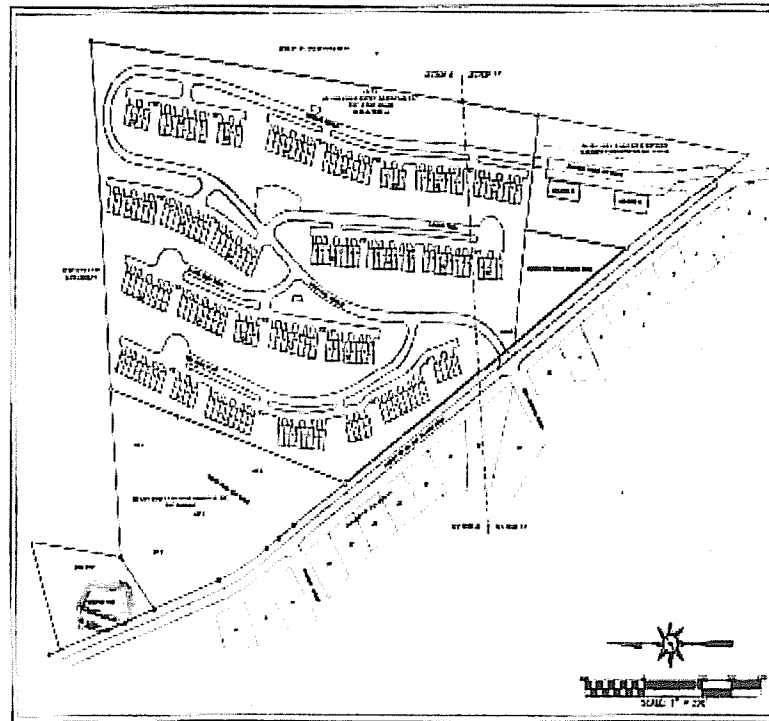
LAND USE TABLE

LAND USE	AREA (SQ FT)	%
TOTAL LAND AREA	1,347,281	(30.24 ACRES)
IMPROVED DEVELOPED	162,914.55	12.14
- 1/4 ACRES	24,000.00	1.78
- 1/4 ACRES	138,914.55	10.36
UNIMPROVED DEVELOPED	1,184,366.45	87.86
- 1/4 ACRES	1,184,366.45	87.86

CONTACT LIST

<b>OWNER/DEVELOPER</b> SILVER RIDGE ROCKY MOUNTAIN LLC P.O. BOX 418 SILVER PLEAS, COLORADO 80442 (303) 887-1900	<b>FINANCER</b> FRANK LOUIS BENTLEY & COMPANY INC P.O. BOX 1556 FRANK, COLORADO 80442 (303) 887-2820	<b>SUBMITTER</b> THE STATE LAND SURVEYORS P.O. BOX 104 FRANK, COLORADO 80442 (303) 756-2651
<b>ARCHITECT</b>		

**FINAL PLAT**  
**SILVER RIDGE TOWNHOMES**  
LOT 1, AS DEPICTED ON THE PLAT OF PHASE I LAKEVIEW SUBDIVISION, RECEPTION #20722  
EXCEPT THAT PORTION PLATTED AS LAKEVIEW CONDOMINIUM MAP  
FOR LOT 1, PHASE I, LAKEVIEW SUBDIVISION, RECEPTION #11819  
BEING A PORTION OF SECTIONS 8 & 12, TOWNSHIP 1 NORTH, RANGE 76 WEST, SIXTH PRIME MERIDIAN  
COUNTY OF GRAND, STATE OF COLORADO  
CONVEYANCE RECORDED AT RECEPTION #2000-00044  
SHEET 1 OF 5



FINANCING STATEMENT

I, Frank Louis Bentley & Company Inc, hereby accept compliance with the debt structure and all other requirements of the Grand County Landowner Regulations, and the statement of requirements issued by the Board of County Commissioners.

*Frank Bentley*  
Director, Bentley & Company Inc

SURVEYOR'S CERTIFICATE

I, Cynthia R. Beck, a duly qualified land surveyor in the State of Colorado,

COMMISSIONER'S CERTIFICATE

Approved and attested in public session on this 2nd day of January, 2008, by the Board of County Commissioners of Grand County, Colorado. Acceptance of this plat by the Board of County Commissioners of Grand County, Colorado, is subject to the County of Grand County not accepting an occupancy of the roads and rights of way related to the subdivision by said County. All such roads and rights of way must carry road construction and are specifically accepted for maintenance by resolution of the Board of County Commissioners of Grand County. The maintenance, construction and all other matters pertaining to or affecting any roads or rights of way are the sole responsibility of the owners of the land shown on this plat. The undersigned hereby certifies that the

PLAT OF PHASE I LAKEVIEW SUBDIVISION, RECEPTION #20722, is the exact of the plat properly filed in Grand County, Colorado, according to law.

Legal description of the portion of the South 1/2 of Section 8, portion of the Northwest 1/4 of Section 12, Township 1 North, R. 76 West of the 6th P.M., Grand County, Colorado, more particularly as set forth:

Beginning at the Southeast corner of Section 8, west 1/2 of the East 1/2 of Section 8, thence S 07°21'21" W a distance of 122.25 ft to the East 1/2 corner of Section 8 and Section 12, thence S 07°21'21" W a distance of 221.87 feet to a point and cap PLS #27410, thence N 83°00'04" W a distance of 301.25 feet to a pin and cap PLS thence S 07°07'32" W a distance of 243.25 feet to a pin and cap #27410 and the westerly right of way of Vantage Road, thence N 12°07'41" W along the westerly right of way of Vantage Road a distance of 712.77 feet to a 1/2" brass, thence N 17°20'43" E a distance of 841.63 feet to a pin and cap #27410, thence N 83°07'24" E a distance of 301.77 feet to the Plat of Dayberry, Subdivided & 100 acres more or less.

Not in any cause and real property to be sold and as shown in this plat and does hereby declare and set out all the plat, other ways, and places shown on the accompanying plat to the Silver Ridge Owners Association and does hereby declare these portions of said real property which are included in payment on the accompanying plat.

Witness my hand and the seal of my office on this 2nd day of January, 2008, at the City of Grand, Colorado.

*Cynthia R. Beck*  
Cynthia R. Beck, Surveyor

STATE OF COLORADO  
COUNTY OF GRAND

The foregoing plat was acknowledged before me this 2nd day of January, 2008, by Frank Bentley & Company Inc, a duly organized and lawful corporation, and by Cynthia R. Beck, its duly authorized officer and agent.

*Frank Bentley*  
Frank Bentley

*Cynthia R. Beck*  
Cynthia Beck

My commission expires 12/31/2008.

STATE OF COLORADO  
COUNTY OF GRAND

The foregoing plat was acknowledged before me this 2nd day of January, 2008, by Frank Bentley & Company Inc, a duly organized and lawful corporation, and by Cynthia R. Beck, its duly authorized officer and agent.

*Frank Bentley*  
Frank Bentley

*Cynthia R. Beck*  
Cynthia Beck

My commission expires 12/31/2008.

I, Cynthia Beck, the duly sworn State Surveyor, do hereby certify that this is a true and correct copy of the original plat.

*Cynthia Beck*  
Cynthia Beck

STATE OF COLORADO  
COUNTY OF GRAND

The foregoing plat was acknowledged before me this 2nd day of January, 2008, by Frank Bentley & Company Inc, a duly organized and lawful corporation, and by Cynthia R. Beck, its duly authorized officer and agent.

*Frank Bentley*  
Frank Bentley

*Cynthia R. Beck*  
Cynthia Beck

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*Frank Bentley*  
Frank Bentley

*Cynthia R. Beck*  
Cynthia Beck

My commission expires 12/31/2008.

# Annexation and Development Agreement

Silver Ridge Town Homes



ANNEXATION AND DEVELOPMENT AGREEMENT  
SILVER RIDGE TOWNHOMES

A. PARTIES

THIS AGREEMENT is made and entered into the date last below approved by and between the Town of Granby, a Colorado municipal corporation (Town) and Silver Ridge Rocky Mountain, LLC (Developer).

B. RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

1. The Town is a municipal corporation existing under the laws of the State of Colorado. Developer is a limited liability company, duly organized, existing and in good standing under the laws of the State of Colorado.
2. Developer is the owner of real property located in Grand County, Colorado, (the Developer Property) described as follows:  
  
Silver Ridge Townhomes, according to the final plat thereof recorded January 2, 2001 at Reception Number 2001-000027 in the records of the Grand County Clerk and Recorder.
3. Developer desires to annex the Developer Property to the Town and has submitted an annexation petition for that purpose. It is the contemplation of the Parties that this Agreement will be entered into before the Town adopts an ordinance or ordinances annexing the Developer Property to the Town. However, this Agreement will not become effective until the ordinance(s) annexing and zoning the Developer Property are finally adopted and take effect. If such ordinance(s) annexing and zoning the Developer Property are not finally adopted on or before November 30, 2004, then this Agreement may be declared null and void, at the election of either party.
4. Sections 31-12-121, et seq., C.R.S., *inter alia*, authorizes the Parties to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Town and Developer, the parties agree as follows:

C. TERM; EFFECTIVE DATE OF AGREEMENT

This Agreement will be effective from the date of its execution and shall continue in effect unless and until terminated as provided herein. The term hereof will be eight years from the effective date. After the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, such termination shall not affect (a) annexation of the Developer Property into the Town; (b) any vested rights obtained prior to such termination and contemplated to continue after such termination; or (c) any right arising from Town permits, approvals or other entitlements for the Developer Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and that were contemplated to continue after termination of this Agreement.

D. ZONING & SUBDIVISION; FACILITIES AND UTILITIES

1. Developer has requested that, upon annexation, the Developer Property be zoned Residential/Business (R/B), as defined in the Town's Zoning Ordinance, with a clubhouse allowed as a use by right which clubhouse may be used as a sales office until all platted units have been built and sold to a consumer. (As used herein the term consumer means

EXHIBITS REFERRED TO ON THIS INSTRUMENT WERE NOT ATTACHED WITH THIS DOCUMENT WAS SIGNED BY SARA L ROSENE, GRAND COUNTY CLERK. THE PARTY TENDERING SAME APPARENTLY CONSIDERS IT TO BE SUFFICIENT FOR HIS PURPOSES.

and refers to those who may purchase a unit for use by the buyer and does not include third party developers who may buy portions of the Developer Property for the purpose of construction and resale.) If an ordinance or resolution adopting such a zoning classification for the Developer Property is not finally adopted by the Town concurrently with the adoption of the ordinance annexing the property, then Developer may withdraw its petition for annexation.

2. The Developer Property has been platted as Silver Ridge Townhomes by Grand County and a final plat creating 184 units recorded January 2, 2001 at Reception Number 2001-000027 in the records of the Grand County Clerk and Recorder. The plat complied within all requirements of Grand County, Colorado when platted including its zoning and subdivision regulations. The Town confirms and accepts such plat subject to the Developer's obligations to provide infrastructure. A Sale Restriction in the form attached hereto as Exhibit B will be recorded at the same time this Agreement is recorded. To the extent that the final plat is inconsistent with the R/B zone the plat will control and no zoning violation of any sort will be deemed to exist.
3. Those facilities and utilities defined below are allowed within the Developer Property to service the development:

Drainage Facilities: Drainage ways and storm water structures, conveyances, retention and detention areas and facilities.

Utility Service Facilities: Electric distribution line, natural gas distribution line, lp gas tank, telephone line, cable television line, fiber optic line, electric and other above ground utility boxes as required by the utility service provider to serve a subdivision, gas regulator/motor station, cell site, antenna or any similar or related facilities, structures and equipment.

Wastewater Facilities: Lift stations, pumps and pumps stations, pipes, storage tanks, ponds and reservoirs, wastewater treatment plants, and related facilities, structures and equipment.

Water Facilities: Well facilities, pumps and pump stations, water storage facilities (including tanks, ponds and reservoirs), pipes, water treatment plants, and related facilities, structures and equipment.

#### E. SERVICES

It is contemplated that the Town will not be providing any significant public services to the Developer Property during the term of this agreement, other than police protection and possibly water and sewer service if the municipal exclusion proceedings referred to in Section F are effectuated. Specifically, the Town will not be providing road improvement or maintenance services to the Developer Property, which services are currently provided by the Master Homeowners Association of SilverCreek. If such Master Homeowners Association fails to provide necessary road improvement or maintenance services during the term of this Agreement, then such services shall be Developer's responsibility, not the Town's.

Except as specifically provided in this Agreement with regard to municipal services Developer has agreed need not be provided by the Town or that may be provided on a limited basis, after the effective date of this Agreement, the Town agrees to provide the Developer Property such other municipal services currently provided within the Town and on terms and conditions on which such services are provided generally to other properties within the Town. These provisions will not be construed as a limitation upon the authority of the Town to adopt different ordinances, rules, regulations, resolutions, policies or codes which change charges or costs for any service or class of service or any other charges so long as they apply throughout the Town uniformly or to the class of service uniformly or to all users of a particular utility system, such as a particular water system or sewer system, uniformly.

EXHIBITS REFERRED TO ON THIS INSTRUMENT WERE NOT ATTACHED WHEN THE DOCUMENT WAS RECORDED FOR RECORDING. IT IS ACCEPTED FOR RECORDING AS THE PARTY TENDERING SAME APPARENTLY CONSIDERS IT TO BE SUFFICIENT FOR HIS PURPOSES.

**F. MUNICIPAL EXCLUSION**

The Developer Property is currently within the boundaries of the Silver Creek Water and Sanitation District ("SCW&SD") and is currently receiving water and sanitary sewer service from such District. The Town may, upon adoption of the annexation ordinance relating to the Developer Property, seek to effect a municipal exclusion pursuant to §32-1-502, C.R.S., of the Developer Property from SCW&SD. Developer agrees to support and cooperate with the Town in such exclusion efforts, if such proceedings are instituted, but Developer will not be responsible for paying any costs associated with such proceedings. The Town warrants and agrees that the water and sanitary sewer services to be provided by the Town upon completion of such exclusion proceedings will be at least equivalent, in terms of reliability and service standards, to the existing services provided by SCW&SD, and the costs of such services to be provided by the Town, in terms of mill levies and service fees, will not exceed those currently charged by SCW&SD. Nothing in this Agreement is intended to or will be construed to limit the rights or authority of the Town to seek exclusion of the Developer Property or any other property within the Town's boundaries pursuant to Section 32-1-502, C.R.S. or otherwise, subject to the terms of the preceding sentence. Notwithstanding the foregoing the parties agree to cooperate and to take all steps that might be necessary so as to avoid a situation where the Property was excluded from SCW&SD but the annexation was set aside.

**G. DEFAULT AND REMEDIES**

1. If the Town alleges that Developer is in default under this Agreement and Developer does not cure that default within thirty (30) days following written notice from the Town, the Town will be entitled to the following remedies which will be cumulative: (1) injunctive relief; (2) specific performance; and (3) any other remedies available at law or in equity, except damages. The Town will extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided Developer commences the corrective action within thirty (30) days and diligently pursues such correction thereafter.
2. If Developer alleges the Town is in default under this Agreement and the Town does not cure this default within thirty (30) days following written notice from Developer, Developer will be entitled to the following remedies which will be cumulative: (1) injunctive relief; (2) specific performance; and (3) any other remedies available at law or in equity, except damages. Any remedies available to Developer will be limited by the then existing governmental immunity act. Developer will extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided the Town commences corrective action within thirty (30) days and diligently pursues such correction thereafter.

**H. MISCELLANEOUS**

1. The Town has collected or will collect certain annexation and land use fees from the Developer and the Town will apply those fees against the reasonable development review expenses incurred by the Town while processing the Developer's development review proposal. In the event the Town incurs reasonable development review expenses greater than the monies collected from the Developer, the Developer agrees to reimburse the Town for the additional reasonable expenses and fees upon submittal of an invoice. Developer shall pay all invoices submitted by the Town within thirty (30) days of the Town's delivery of such invoice. Failure by the Developer 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; provided, however, that the Town shall not take any such action if the Developer timely deposits any disputed amount to be held in escrow pending resolution of such dispute.

EXHIBITS REFERRED TO ON THIS PAGE ARE NOT PART OF THIS AGREEMENT AND THE DOCUMENT WHEREIN THEY ARE REFERRED TO IS NOT A PART OF THIS AGREEMENT AS THE PARTY TENDERING SAME APPARENTLY CONSIDERS IT TO BE SUFFICIENT FOR HIS PURPOSES.

2. The Town has been provided with proof that the Developer has paid fees in lieu of land dedication to the Grand County Treasurer for the benefit of the East Grand School District and agrees that no additional land dedications or school fees, as described in section 17-2-5 of the Town Code will be required unless the Developer requests that more Units be created than have been approved by Grand County. The Developer agrees to cooperate with and assist the Town in having such fees transferred from Grand County to the Town unless they have already been transferred to the School District by the County. The Town has also been provided with proof that attainable housing fees in the amount of \$10,000.00 have been paid to Grand County in connection with the final plat and no additional fees or dedications will be required unless the Developer requests that more Units be created than have been approved by Grand County. The Developer agrees to cooperate with and assist the Town in having such fees transferred from Grand County to the Town. The Developer has not paid water quality fees to Grand County and payment of such fees in the amount established by the Town Code will be required; payment thereof may be secured with a deed of trust that provides that the fee per unit will be due and payable upon any transfer thereof.
3. Time is of the essence with respect to the performance of each party's obligations hereunder. However, neither party will be liable for delays or failures to perform due to acts (or the failure to act) of God, strikes, civil commotions, epidemics, quarantines, freight embargoes, or other cause of similar nature not reasonably within such party's control.
4. Referendum  

In the event that the ordinances to be considered by the Town relative to the annexation and zoning of the Developer Property become the subject of a citizen petitioned referendum, the ordinances subject to such referendum, and this Agreement will be suspended pending the outcome of the referendum. If the result of the referendum election is to reject such annexation or zoning, all of the provisions contained herein will be null and void and of no effect, and such rejection will be deemed a "failure to serve" pursuant to Section 31-12-119, C.R.S., but will not be deemed to be a default by the Town under Section H.2. and remedies provided in Section H.2. will not be available. Conversely, if the result of such referendum election is to affirm such annexation and zoning, the Developer Property will be deemed finally annexed and zoned, whereupon this Agreement will be come effective and the parties will be bound by all of the terms and conditions contained herein as of the effective date of this Agreement. If Developer does not consent to the repeal of the annexation and zoning of the Developer Property in response to such a referendum, then the parties agree to cooperate in the defense of the annexation and zoning of the Developer Property and Developer agrees to reimburse the Town for all costs and attorneys' fees in defending and participating in such referendum, including but not limited to the costs of the referendum election.
5. Recording of Agreement and Binding Effect  

This Agreement will be recorded with the Clerk and Recorder in Grand County, Colorado, will run with the land, and will be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, provided, however, that no individual residential unit within the Developer Property that has been sold to an individual unit owner, other than Developer, will have any obligation or liability of any kind under this Agreement. This Agreement will not constitute an encumbrance or cloud on title on any such individual residential units included in the Developer Property. Developer will pay all recording fees for the recording of this Agreement.
6. Entire Agreement  

This Agreement and the adopting ordinance of the Town embodies the whole agreement of the Parties. This Agreement will supersede all previous communications,

EXHIBITS REFERRED TO ON THIS INSTRUMENT HAVE NOT ATTACHED WITHIN THE DOCUMENT WAS RECORDED BY THE CLERK OF GRAND COUNTY AS THE PARTY TENDERING SAME APPARENTLY CONSIDERS IT TO BE SUFFICIENT FOR HIS PURPOSES.

representations, or agreements either verbal or written between the parties hereto. If adopted by the Town, the parties agree that the ordinances approving annexation of the Developer Property may contain additional matters pertinent to the integration of the Developer Property into the Town. Therefore, this Agreement must be interpreted and applied in a manner consistent with such ordinances.

7. Notice

Notices required or allowed by this Agreement will be in writing and will be mailed or sent by commercial carrier to the other party, postage prepaid, at the party's address set forth below. Any notice may be transmitted to the fax number or e-mail address provided and will be deemed given on the date of successful transmission. Any mailed notice will be deemed given five days after mailing or on the date of receipt if signed for in less than five days. Any notice by e-mail or fax will also be sent by postal mail or by commercial carrier.

To Developer:

Silver Ridge Rocky Mountain, LLC  
Steven S. Bromberg, Manager  
P.O. Box 4007  
Granby, CO 80446  
e-mail: [sbromberg@grandelk.com](mailto:sbromberg@grandelk.com)  
Fax: 970/887-2540

with a copy to:

Ronald Stern  
Stern & Newton, P.C.  
P.O. Box 50  
Granby, CO 80446  
Fax: 970/887-3986  
e-mail: [ronstern@rkymtnhi.com](mailto:ronstern@rkymtnhi.com)

To Town:

Granby Town Manager  
Post Office Box 440  
Granby, CO 80446  
FAX: 970/887-9347  
e-mail: [thhale@town.granby.co.us](mailto:thhale@town.granby.co.us)

With a copy to:

Scotty P. Krob, Town Attorney  
8400 E. Prentice Ave., Penthouse  
Greenwood Village, CO 80111  
FAX: 303/694-5005  
e-mail: [spkrob@aol.com](mailto:spkrob@aol.com)

Either party may change the address to which notice is to be sent by providing notice in the manner set forth in this Section 1.6.

8. Cooperative Drafting

This Agreement is the product of a cooperative drafting effort by the Town and Developer and will not be construed or interpreted against either party solely on the basis that one party or its attorney drafted this Agreement or any portion of it.

EXHIBITS REFERRED TO IN THIS DOCUMENT ARE INCORPORATED BY REFERENCE INTO THIS DOCUMENT. THE PARTY TENDERING SAME AFFIRMELY CONSIDERS IT TO BE SUFFICIENT FOR HIS PURPOSES.



2004-014408 12/07/2004 12:16P ANNEX SARA L ROSENE  
7 of 8 R 41.00 D 0.00 GRAND COUNTY CLERK

Developer:  
SILVER RIDGE ROCKY MOUNTAIN, LLC

By: [Signature]  
Steven S. Bromberg

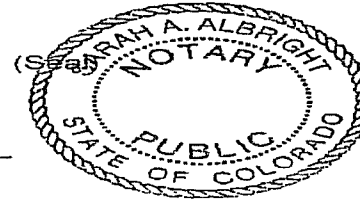
STATE OF COLORADO  
COUNTY OF GRAND SS

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2004, by Steven S. Bromberg, as Manager of Silver Ridge Rocky Mountain, LLC.

Witness my hand and official seal.

My commission expires: 10/19/2005

[Signature]  
Notary Public



- Exhibit A – Table of uses
- Exhibit B – Form Sale Restriction
- Exhibit C – Form Real Estate Transfer Covenant

C:\Working\71 Clients & Projects\Silver Ridge\Annexation\AnnexationAgreement\SilverRidge110904.wpd

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# Press Releases



business

## Granby gets developer's attention

By Julie Dunn  
Denver Post Staff Writer  
The Denver Post

Article Last Updated:

Significant changes are finally on the horizon for Granby Ranch, evidence that the 5,000-acre Grand County development may finally be finding its niche as a year-round resort.

Resort developer Gerry Engle has spent much of the past three years trying to reposition the ranch, which includes the SolVista Basin ski area, as a community that caters to "first-time second-home" buyers from the Front Range.

"The beginning was really about trying to find a vision for this place," said Engle, principal of the Edwards-based Atria Group, which is developing Granby Ranch with owners Marise and Celso Cipriani. "This year will be this first year that the construction is finally visible."

Three new developers have signed on to build projects at Granby Ranch, including Dundee Realty USA, owner of Arapahoe Basin and developer of several high-end residential projects in the Vail Valley.

### From top to bottom

Avon-based Dundee, a subsidiary of Toronto-based Dundee Corp., announced recently it plans to build 350 condominiums and townhomes both at the base and atop the SolVista ski area.

Construction will begin this spring on Dundee's first phase, called Base Camp One, featuring 64 furnished one- to three-bedroom condos starting in the low-\$300,000 range.

"I think Grand County's time has come," said Greg Finch, executive vice president of Dundee. "This is an opportunity to be involved on the ground floor in something that is going to be really big."

Real estate prices and demand in Grand County are on the rise, aided in large part by the new base village being built at nearby Winter Park Resort by resort giant Intrawest.

But at least one local real estate broker said he's worried about the growing inventory levels in the Granby area.

Other major projects in the works include the 800-home Grand Elk golf community and the 700-unit Orvis Shorefox development.

### Not enough activity?

"I have my concerns that there isn't enough activity to support this large number of units," said Ray Steinbach of Granby's United Country Real Estate Central.

Meanwhile, more development is in the works. An affiliate of the Denver-based Adair Group recently completed 54 condos at Granby Ranch, 50 of which have been sold. It plans to break ground this spring on another 87 units priced between \$202,000 and \$299,000.

A third company, Lodgepole Homes, also recently bought 71 single-family sites at Granby Ranch.

The developers are following Englewood-based Village Homes, which purchased 280 homesites at Granby Ranch in 2005. Forty-eight of its homes have sold to date.

The community will eventually have about 4,000 homes, making it one of the largest mountain-resort communities in the state.

#### **Cash infusion lined up**

Last summer, Engle lined up a \$30 million cash infusion for infrastructure work on the project in the form of a bond issue, a loan and an investment.

Other projects this summer include the \$3.5 million conversion of the resort's Headwaters Golf Course into a Jack Nicklaus golf course and a \$5.5 million remodel of the SolVista base lodge.

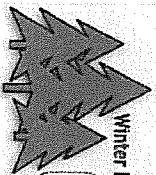
The Ciprianis bought the property, then known at the Silver Creek ski area, out of bankruptcy in 1995 for \$12 million. The previous owners were killed in a plane crash.

"It has been a long time coming, but I think excitement is finally building for this community," said Jim Glenn, owner of Glenn Realty in Granby. "Their horizontal sales have been very good over the past two years."

*Staff writer Julie Dunn can be reached at 303-954-1592 or [jdunn@denverpost.com](mailto:jdunn@denverpost.com).*

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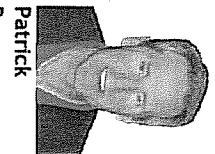
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### Expansion continues to happen in Granby area

The very thing that some people have hoped for and others have dreaded is starting to happen in Granby.

I mean really starting to happen.



**Patrick Brower**  
Publisher/Editor  
email

Real estate development is taking place in the Granby area at a level that was wistfully dreamed of 24 years ago when the Val Moritz became SilverCreek and all locals were told Grand County was going to be the next Vail.

Back then it definitely seemed too good, and too bad, to be true. That was when Granby had a downtown core and not much going on outside of downtown. Now Granby's downtown core is not as vibrant and there's a whole lot going on outside of the downtown area.

Here's what's happening now that's so different from the ups and downs of the last 25 years.

At Granby Ranch, which has been Val Moritz, SilverCreek and SolVista, 183 residential units have been approved for development by the town of Granby. These are newly platted lots — not existing homesites — and many of them are owned by a company that means business.

Village Homes just spent \$2.2 million to buy much of the land on which those lots sit. Village Homes has a reputation across Colorado for knowing what it's doing. It has done extensive building in the Front Range area and has been successful in the mountains, particularly west of Vail.

Now Village Homes is in Granby and foundations and roads are in at their projects.

Anyone who doubts that they mean business should drive out to Granby Ranch and look at the land north and west of the Summit at SilverCreek condominiums. The dirt is being moved, roads are being built and drainage is being placed.

There's real activity taking place.

And guess what, this company intends to sell these new homes. They know how to do it. They've done it before. This is real.

Add to that the additional recently approved lots — 95 by my count — that Granby Ranch itself owns and has gained approval for development and it's easy to see that the one-time dormant resort in Granby is waking up.

And then there's the parcel in front of the Inn at SilverCreek, near the tennis courts, where 141 condos are set to be developed. That project has been OK'd. A real estate sign is there, touting the project.

This is all the sort of development that hasn't actually happened yet, but which is in the process of happening. But it's more along in the process than ever before.

On the other side of U.S. Highway 40 there's Grand Elk Ranch and Club, where lots of development has already occurred. Grand Elk proved that it could happen in Granby, completing many major improvements and selling land in just four years. Homes are springing up like mushrooms (big mushrooms) and the City Market has already changed, in good ways and bad, the retail and overall business environment in Granby.

On the retail business front, the layout of what's likely to happen in Granby is still unclear. But some things are for sure. A new retail and office center is being built next to the newish Granby Business Center on Highway 40 south of Granby's downtown.

## Opinion

The Pelican Bay and Grand Elk partnership for land on the north side of Thompson Drive across from the City Market, where retail and office development is planned, is panning out slower than I had originally expected.

First, a new "medical campus" was supposed to be located in this nascent center where a new medical facility and shared offices would be built. But it seems that negotiations on the medical center aspect of that project are proceeding at a snail's pace. There's still been no official announcement about what's happening with that project and with the "medical campus."

Remember, that's where a four-plex movie theatre has been proposed, along with other vaguely specified retail operations. I'm taking a "wait and see" approach to this project. There are many loose ends that need to tied down before anything definite can be said about it.

Then west of town there's the Orvis Shorefox resort project that's been annexed to Granby. This project, located on a portion of the Horn Ranch, has gotten the attention of locals because of its visibility in what are still open meadows along the Colorado River.

The proposed Orvis Shorefox Resort is located north and west of the intersection of highways 34 and 40. A variety of amenities are planned for the project: an Orvis store and retail complex, a golf course, two hotels (one of which is proposed to be 80-foot tall), a high-end gated community, equestrian center and two lakes.

And then there's the possibility of an old subdivision being revived on County Road 60 near my house . . . That has gotten my attention, too.

Granby is changing, in good ways and bad. It's up to the Granby Board of Trustees to make sure it's more good than bad.

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## Orvis Outdoor News

By Kimberly Bellamy

Orvis has joined forces with Shorefox LLC to develop a unique 1,500 acre fly fishing resort community near Granby Colorado on 2 1/4 miles of the legendary Upper Colorado River headwaters. In keeping with the Orvis commitment to conservation, Orvis Shorefox has partnered with CFI on fisheries development and management, as well as the enhancement, preservation and habitat restoration along the Colorado River and throughout the property's system of lakes and ponds. This important project has already begun; the habitat restoration phase started in fall of 2003. The historic range of the Colorado River cutthroat includes approximately 23,000 miles of perennial stream. The current range of the species, however, only includes a small fraction of this original mileage. Research calculates that the 318 existing populations occupy roughly 1,200 stream miles, indicating Colorado River cutthroat trout populations inhabit roughly only 5% of their historic range. Presently, all remaining populations of Colorado River cutthroat trout are restricted to habitats over 7,000 feet elevation. Research indicates that there are currently only 38 un-hybridized, genetically pure populations of Colorado River Cutthroat left in 119 miles of stream.

*Orvis president Perk Perkins hails the project as "an opportunity to build an entire community around the sporting tradition that is the heart of Orvis. "*

Orvis is a founding member of the Save the Colorado River Cutthroat Foundation, a non-profit organization dedicated to revitalizing the only indigenous trout of the Upper Colorado River. Responsible management and use of the waters at Shorefox will go a long way in reviving the area's resident cutthroat population. "Our firm has pioneered a new and innovative remedy to assist this troubled fish in reestablishing prolific, genetically pure populations in the Upper Colorado River basin," explains Shannon Skelton, President of CFI "Through the combined efforts of Orvis, Shorefox LLC, and CFI, we are confident that this project can evolve into contributing a viable source of wild Colorado River Cutthroat trout into not only the Upper Colorado River basin, but dispersed throughout its entire historical native range."

# ORVIS

CLASSIC FLY FISHING

## OUTDOOR NEWS

March 2004, Issue  
 100 pages • Volume 11, No. 3

March 2004, Issue  
 100 pages • Volume 11, No. 3

MAIL #

**Preserving the Colorado River Cutthroat at Orvis Shorefox**



Orvis has joined forces with Shorefox LLC to develop a unique 1,500 acre fly fishing resort community near Granby Colorado on 2 1/4 miles of the legendary Upper Colorado River headwaters. In keeping with the Orvis commitment to conservation, Orvis Shorefox has partnered with CFI on fisheries development and management, as well as the enhancement, preservation and habitat restoration along the Colorado River and throughout the property's system of lakes and ponds. This important project has already begun; the habitat restoration phase started in fall of 2003. The historic range of the Colorado River cutthroat includes approximately 23,000 miles of perennial stream. The current range of the species, however, only includes a small fraction of this original mileage. Research calculates that the 318 existing populations occupy roughly 1,200 stream miles, indicating Colorado River cutthroat trout populations inhabit roughly only 5% of their historic range. Presently, all remaining populations of Colorado River cutthroat trout are restricted to habitats over 7,000 feet elevation. Research indicates that there are currently only 38 un-hybridized, genetically pure populations of Colorado River Cutthroat left in 119 miles of stream.



Shannon Skelton, President of CFI, releases a wild Orvis Shorefox brown trout.

### Shannon Skelton, President of CFI, releases a wild Orvis Shorefox brown trout

Orvis president Perk Perkins hails the project as "an opportunity to build an entire community around the sporting tradition that is the heart of Orvis. " The Shorefox plan aspires to provide an unparalleled opportunity to experience the sporting tradition Orvis is known for. It will feature world-class river and lake fly fishing, wing shooting fields, a sporting clays course, fishing and shooting schools and guide services. Championship golf and riding will be included with the full amenities of the Resort.

Orvis Shorefox will be built on two distinct parcels of land split by 2 1/4 miles of the Colorado River. The North Ranch will be a private community of 40-acre estate ranches, a 30-suite Fisherman's Lodge, and 20 fisherman's riverside cabins-with some 500 acres of shared open ranch pasture, a 35-acre lake, barns, stables and corrals. A beautiful 2 1/4 miles of the river will be reserved for the private use of North Ranch residents. It will be the only gated fly-fishing community of its kind in Colorado.

On the other side of the river, Orvis Shorefox will feature the 100-room five-star Orvis Shorefox Inn; construction begins this year. Amenities will include a spa, health club and swimming pool, an 18-hole Championship Golf Course and the Orvis Flyfishing School. The Resort Village will also offer a conference center. Look for updates on the Orvis Shorefox community in future issues of the Orvis News.

**Mountain resort growth is topic of conclave**  
*July 26 session takes aim at change in mountain areas*

A conference scheduled for Keystone on Tuesday, July 26, aims to take a look 25 years into the future in the resort region from Aspen to Grand Lake.

Titled "Visions, Vistas and Viewpoints: Imagining our Mountain Communities in 2030," the conference explores the demographic, economic, and cultural dimensions of change that will be discussed, as will environmental parameters. Cost is \$75.

The enormity of change during the next 25 years is suggested by those of the last 25 or 15 years.

Consider what's happened in Grand County, based on figures from the Colorado State Demographer's Office.

In 1990, the census-based population count showed that Grand County had 7,935 residents. By 2005 that number had jumped to 14,261, nearly a two-fold increase.

The projections for the next 15 years show that the county may have 23,310 total residents, another large increase for only 15 years.

By 2030 the state's forecasting model says Grand County's likely to have 29,805 residents, more than double the number of residents who live in Grand now.

How that relates to jobs is also alarming to some observers.

In 2005 the state's number show that Grand County has 9,255 jobs available. By 2020, in another 15 years, the number is likely to be 15,556.

So far, population growth hasn't really been keeping up with job growth based on figures from the Colorado Workforce Center in Granby. As of Tuesday, July 19 there were 170 jobs left unfilled in the county.

But Grand County's number pale in comparison to Eagle County, where Vail is located. As Jimmy Carter left office in 1980 amid double-digit inflation, it had a population of 13,000. Aside from drought winters, double-digit growth in skier numbers was the given then, not only at Vail, but at most ski areas. Baby boomers were coming of age.

Surfing the demographic wonder of the baby boomers, Eagle County's population has more than quadrupled since then and is now nudging 50,000. Also changed since then: mountain bikes, detachable quad lifts and the sharp increase in workers from foreign

countries. Plus, homes have become much, much bigger. Whereas Beaver Creek was considered “far down valley” in 1980, now it’s considered up-valley from what is now generally considered the valley’s nexus, Edwards.

And what lies ahead? More of the same, after gaining 37,000 residents in the last quarter-century, another 38,000 are predicted during the next quarter-century. But even that masks the change being projected. Actually, jobs will grow much more rapidly, and this population assumes that 33,000 people will be community into the county, whereas even a few years ago fewer than a thousand a day commuted into the county.

While Eagle County is the poster child of population and economic growth, Jim Westcott, Colorado’s state demographer, forecasts similar trends for the region from Aspen to Grand Lake – and also peripheral areas. Accordingly, peripheral areas such as Rifle, Leadville, and Kremmling can be expected to be affected in major ways.

Mr. Westcott will be present to explain his demographic projections with presentations by Bill Kendalllo with the Center of Business & Economic Forecasting, and Linda Venturoni, special projects director for the Northwest Colorado Council of Governments, the agency sponsoring the conference. Also speaking will be Judy Walden of the Walden Mills Group, Terry Minger of the Center for Resource Management (and Vail’s second town manager), and Mike Ireland, a Pitkin County commissioner.

In the afternoon, Jim White, director of the Environmental Studies Program, at the University of Colorado-Boulder, will talk about global warming, nitrogen deposition, and other aspects of environmental change likely to affect (and partly be caused by) the resort valleys. Dave Merritt, chief engineer with the Colorado River Water Conservation District, will talk about water quantity in the headwater counties. Randy Udall, of the Roaring Fork Valley’s Community Office for Resource Efficiency, will discuss the prospects for energy supplies that underpin this projected growth.

Patricia Nelson Limerick, the distinguished historian of the American West who teaches at the University of Colorado-Boulder, will be the lunch speaker.

Forum  
Hot Spots around Colorado  
2005

Second-home market booming  
Grand County building is – well- Grand  
by: Kim Jackson

At the base of Rocky Mountain National Park, dotted with several lakes, two ski areas, four golf courses and plenty of hunting, Grand County is beginning to catch on with those that want to build a second home in the mountains. In fact, for many, the county is becoming the last frontier for the second-home mountain living.

Both commercial and residential buildings are booming in Grand County, which has sparked job growth in every sector throughout the county, according to Jana Huse, president of the recently formed Grand County Business Economic Development Association.

“We’re seeing a tremendous increase this year over last year,” Huse said. “Three or four years ago, the job service had a few jobs available. I talked with Colorado Work Force a couple of weeks ago, and they had over 150 jobs available – everything from construction-related jobs to senior marketing and hotel and restaurant positions.”

### **Kremmling**

Throughout the county, the second-home market is practically exploding. Katrina Wright, executive director of the Kremmling Area Chamber of Commerce, attributes the boom to the town’s affordability and its location. It’s within an hour’s drive from several ski resorts.

“We have a lot of second-home owners, who want to live in the mountains, and can’t afford to live in Vail or Steamboat,” Wright said. “So they come here. On average, our cost for building right now is \$189 per sq ft.”

Also, a big water project was completed last year, which made more water available for growth over the next 20 years. “That was a huge deal for us,” Wright said.

Several new computer-based and online businesses in town, combined with the booming second-home market, have brought other commercial businesses to the area.

“Eagle to the West, a door and window company, just moved in from Breckenridge because their business is booming in this area.”

Cornerstone, a faux stone work company, along with The Iron Tamer, which specializes in custom iron work, have moved their businesses to Kremmling.

People who move to the area, a few years ago are upgrading “because their businesses are doing well,” Wright said. “And the Henderson Mill is hiring again, which is bringing in people from throughout the country. A lot of businesses are realizing that Kremmling is very central to a lot of areas that are growing rapidly – and we’re still affordable for a mountain town.”

### **Grand Lake**

With a population of 480 full-time residents, Grand Lake takes pride in its ability to remain a quaint, unspoiled area. “We’re proud of the fact that we don’t have any fast-food chains, large department stores or chain motels here,” said Polly Lawler, executive director of the Grand Lake Area Chamber of Commerce. “All our businesses are pretty much small and individually owned.”

Grand Lake is just minutes away from the western entrance to Rocky Mountain National Park.

“We depend on tourists and our second-home owners to fuel our economy and keep us going,” Lawler said.

Beyond the full-time residents, 62 percent of the homes in the Grand Lake area belong to second homeowners. “That’s a huge part of our population,” she said, “Homes are going up constantly now. I wouldn’t be surprised if that continues to happen. Grand County has been undiscovered, and now it’s becoming discovered. We’ve known it’s going to happen, so we’re preparing as best we can.”

### **Granby**

Just an hour-and-a-half from Denver, Granby is experiencing strong growth in its second-home market. “It’s one of the last great frontiers that’s left, where you can come and still get something semi-affordable,” Huse said.

The town had embarked on an aggressive economic development plan when the bulldozer escapade captured headlines across the country.

“They were already designing a full plan for downtown development,” Huse said, “So that speeded things up and moved them along. We’ve already got the new newspaper office. They broke ground on the new library, and the town hall should be breaking ground soon. A bond issue passed that covered a new fire station and a \$9 million bond was passed for improvements and additions to the schools.”

Granby has recently been recognized as the fastest growing town in Colorado for acreage, said Polly Lawler, executive director of the Grand Lake Area Chamber of Commerce. Land has been annexed to the SolVista Ski area, and Granby now boasts two golf courses: City Market, the town’s biggest store opened last fall and is a big draw for people from other Grand County residents.

"I can say we're looking pretty good," Brenner said, "Two major developers, Granby Ranch & Grand Elk, are putting in a lot of residential and retail now, and another one on the west side of town, Shore Fox, is just getting started."

"We market the area as a place to come and visit," Brenner said, "It's one of the few places where there's room to build. If you go to Vail Valley or someplace like that, they're pretty much running out of room and water right now. Granby has both. People want to move to someplace that's close to the big city. And we certainly have the recreation to go along with the great homes."

Huse also works with the Grand Elk project. When built out, there will be more than 700 home sites there. "The second-home market is really gaining momentum," she said, "At Grand Elk, we are even seeing a lot of people making it work for a permanent residence. They may travel during the week, but make this a permanent residence. We're seeing a lot more people who want to get out of the city and come up here. I guess it's the appeal of what we've got to offer."

#### **Winter Park/Fraser**

The expansion of the base area at Winter Park is the town's biggest economic driver. Yet, "residential real estate sales have been going through the roof," said Catherine Ross, executive director at the Winter Park/Fraser Valley Chamber of Commerce, "Second-home sales are pretty phenomenal in this area."

Ross cited a study by the Northwest Council of Governments, Colorado (a pdf download is available from the site: [nwc.co.gov/second](http://nwc.co.gov/second)), which reported developers are the major growth industry in Grand County.

"That's definitely the biggest economic driver right now," she added, "Right behind tourism is the second-home growth. It's more affordable to buy and build a second home here than other mountain resort communities in Colorado."

She attributes the growth in Winter Park and Fraser to aging Baby Boomers and their fondness for the area.

"A lot of Baby Boomers buying second homes here grew up with the Eskimo Ski club and the Ski Train and they're now at the point where they can afford to buy a second home," Ross said, "This is the place where they're choosing to do it."

And as build-out of the area develops, "I would expect, as does the study, that we will see growth in industries like care taking and more restaurants," Ross said, "Those are the businesses that will start to grow as these developments really come online."

Winter Park and Fraser have also learned from the build-out mistakes of other mountain communities. "There are concerted efforts to maintain the view corridors," Ross noted.

“We have a real strong land trust. We have growth plans on the county level as well as good master plans in Winter Park and Fraser. It’s more of an effort to protect what we have here, which makes it attractive to people.”

What’s more, good staffs are in place at Winter Park and Fraser, Ross said. “They are willing to work with developers and contractors. They have good master plans in place. They have good elected officials working with them. They’re good people who have been here for a long time, but they want to see good, managed growth happen in our community.”

About all of Grand County, Huse said, “I think the momentum is only going to keep going. We’re already seeing a tremendous increase this year over last year. There’s not a lot we don’t have to offer here. So come check us out because we are moving forward.”

## **Business is booming in Granby**

written by: Paola Farer Web Producer  
reported by: Matt Renoux 9NEWS Mountain Reporter

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### **GRAND COUNTY –**

If you're planning to get a hotel in Granby this July 4<sup>th</sup> weekend, you might have trouble finding a place that isn't booked. The town, along with all Grand County, is seeing one of the most profitable years for tourism in a long time.

Sharon Brenner, with Granby's Chamber of Commerce, says lodging numbers are up county wide and the busy summer season is just beginning.

Tourist visits, gauged by lodging tax revenue, was up 20 percent in the 4<sup>th</sup> quarter of 2004 compared to the same time the previous year.

Numbers of the 1<sup>st</sup> quarter of 2005 were reported in May and show a strong start to the year with a 12 percent increase in lodging taxes collected. Tax revenue from January through March of this year was \$115,966 compared to \$100,344 during the same period the previous year. The strongest year in recent history was 1997 when first quarter revenue was \$135,000.

The total doesn't reflect lodging taxes collected in Winter Park which aren't shared with the rest of the county.

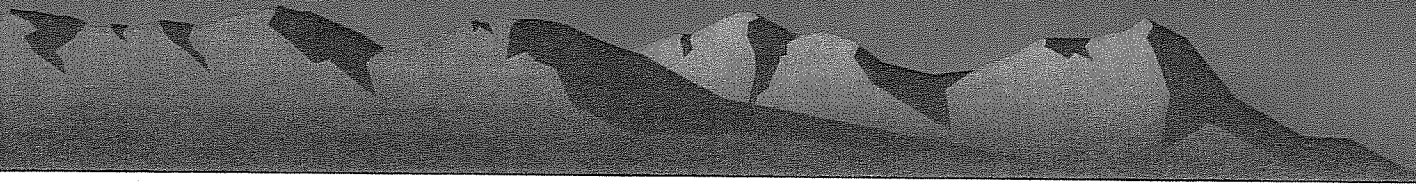
Brenner says there are plenty of signs the positive trend will continue through the summer months. "We don't have the fire bans, we don't have the drought, other than gas prices, things are ready to attract the tourist," she said.

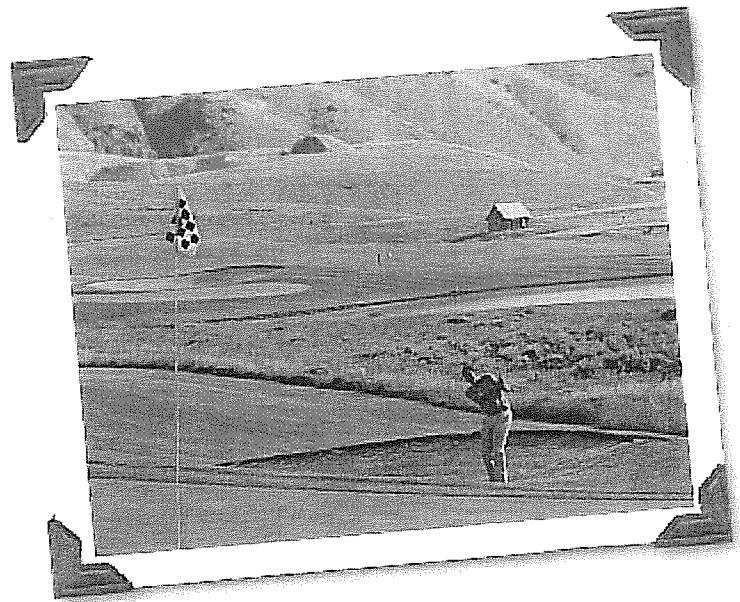
A strong spring runoff is rapidly filling Granby Reservoir and Grand Lake. Dalton Elliott with the Grand Elk Marina says all the slips are taken. He says the reservoir is only about 20 feet from full and coming up about a foot a day.

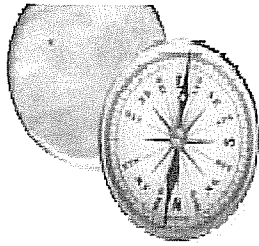
Brenner admits curiosity about Granby after the notorious rampage by an angry resident last June, is also a draw. "The bulldozer put Granby on the map, so where we weren't known nationwide, we are now," she said.

Brenner says while the numbers are reflecting a positive trend, it will take some time for individual businesses to really feel the impact. But she says, the spirit around the town is rising with the water levels.

# Amenities







**THE HONEY POT**

THE HONEY POT IS ONE OF THE KEY CHARACTERISTICS OF GRANBY RANCH. THE INTERNATIONAL OPPORTUNITIES FOR FISHING, FOWLING AND HUNTING PROVIDE THE COMMUNITY WITH VARIOUS OUTDOOR EXPERIENCES. THIS AREA IS CAPED AND RAILROADS AND THE DISTRICT WOULD BECOME PROTECTED AREAS AND BELONGS TO ANOTHER BETTER ASSOCIATION WITH THE HUNTING AND FISHING ACTIVITIES. THE FISH AND WATERS AROUND THE HONEY POT PROVIDE A SCENIC VIEW TO EXPERIENCE THE GREAT OUTDOORS.



**GRAND POND**

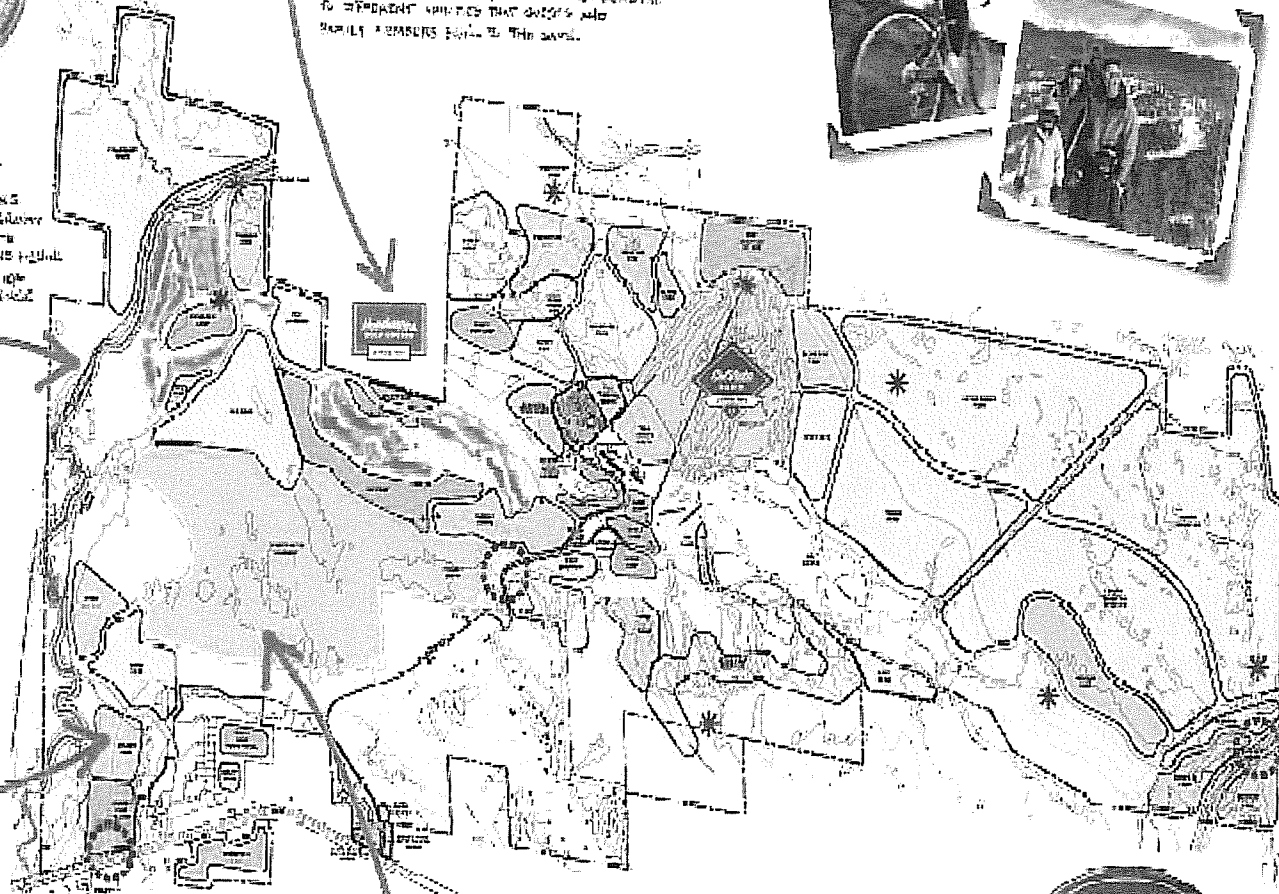
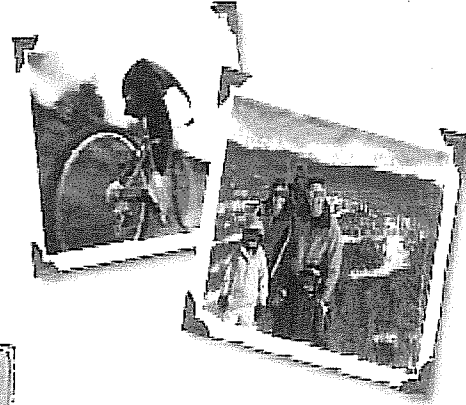
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**LEGEND**

- LOW DENSITY NEIGHBORHOOD
- MID DENSITY NEIGHBORHOOD
- MULTIFAMILY NEIGHBORHOOD
- COMMERCIAL

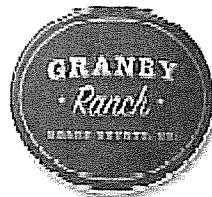
THE GRANBY RANCH CONCEPTUAL MASTER PLAN IS A KEY CHARACTERISTIC OF GRANBY RANCH. THE INTERNATIONAL OPPORTUNITIES FOR FISHING, FOWLING AND HUNTING PROVIDE THE COMMUNITY WITH VARIOUS OUTDOOR EXPERIENCES. THIS AREA IS CAPED AND RAILROADS AND THE DISTRICT WOULD BECOME PROTECTED AREAS AND BELONGS TO ANOTHER BETTER ASSOCIATION WITH THE HUNTING AND FISHING ACTIVITIES. THE FISH AND WATERS AROUND THE GRANBY RANCH PROVIDE A SCENIC VIEW TO EXPERIENCE THE GREAT OUTDOORS.

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**CONCEPTUAL MASTER PLAN**

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conceptual master plan





# Grand Elk Golf Club

- The Grand Elk Golf Course, Colorado's first Heathland-style course, was designed by championship golfer Craig Stadler, known affectionately to the sport as The Walrus, and premier course architect Tripp Davis.
- A par 71 masterwork playing 7,144 yards from the back tees, the landscape echoes the attributes of many traditional Heathland courses. It features an environmentally conscious design characterized by open, gently rolling land dotted by shrubs and grassland. Designed to work within the existing topography and to minimize disturbance to the land, the layout preserves adjacent wetlands and the natural course of Ten Mile Creek that meanders along the fairways.
- At Grand Elk, greens will vary in size and pitch, and the course tends to give the visual impression that a shot will be challenging. But this is more of a perception than a reality and makes for exciting play.
- With the Continental Divide as the backdrop, the Grand Elk Golf Course is challenging to the low handicapper while providing high scorers with a memorable game.
- "GRAND ELK'S 17TH & 18TH HOLES MAY BE THE TWO FINEST FINISHING HOLES IN COLORADO." Craig Stadler, Course Designer, PGA Great, and Grand Elk Property Owner
- Men's Course Rating/Slope:  
BlackBlueWhiteGreenYardage:7,1446,6266,2145,617Rating:72.571.269.366.8Slope:130127120115Wo  
men's Course Rating/Slope:  
Gold Green White Yardage:  
5,0955,6176,214Rating  
:69.571.674.9  
Slope:124130139

## Headwaters Course Info

- Headwaters' scenery - mountains, wetlands, trees, and alpine meadows - make for a secluded golf getaway, where your biggest competition for the greens will come from the occasional elk, deer or grouse.

Don't let the pretty scenery fool you, though - we take golf very seriously up here, and the course was designed with something for everyone.

Golf course designer Michael Asmundson has described the Headwaters experience as "an adventure that continues to build throughout the round." Asmundson says that the front nine is forgiving when played from the front tees, but those wanting more of a challenge can choose the championship tees, which require long accurate shots. The front nine serves as a warm-up to the back nine, where golfers will encounter several memorable holes incorporating lakes, wetlands, elevated tees, and large, deep bunkers. Headwaters golf professional says of the back nine: "It has a lot of different shots to offer. The yardage is shorter but it plays two to four shots harder than the front nine."

"I like to create a sense of illusion in the design by making what is in-between the tee box and the green perhaps appear closer than it really is. These subtleties encourage golfers to look twice before they swing and it is in those details that the course brings out the challenge for them every time."

*--Mike Asmundson, course designer*