



# REPORT / RAVINES PARK BRIDGE

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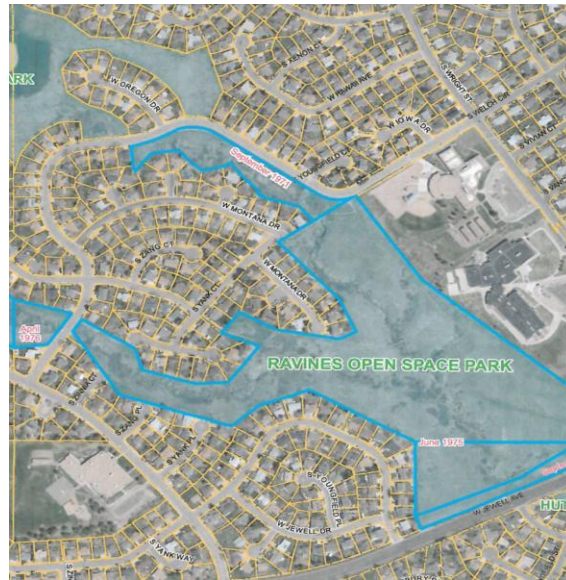
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## I. RELEVANT LAND AREA

The Relevant Land Area (RLA) discussed in this report consists of Blocks 121 and 124, Green Mountain Village, Filing #25, together with the area between those blocks and known as the “Ravines Open Space Park”<sup>1</sup>. (“Ravines Park”) These parcels are situated in the N 1/2 Sec. 29 and the S 1/2 Sec. 20, T4S R69W, 6<sup>th</sup> P.M., Jefferson County, Colorado.



*Fig. #1 / Excerpt, Lakewood “Ravines Open Space Park”*

Within Ravines Park is a concrete pedestrian bridge shown on the cover of this Report. Affixed to the underside of that concrete bridge is a 10” OD metal pipe which transmits sewage.

## II. THE OBJECTS AT ISSUE

This Report focusses upon the 10” sewer pipeline and the pedestrian bridge itself. Controversies have arisen between Green Mountain Water District (GMWD) and the City of Lakewood (Lakewood) regarding ownership and maintenance responsibilities for the pipeline and the bridge. Are either or both of these items “fixtures” and thereby part of the real estate owned by Lakewood or are the pipelines and pedestrian bridge the personal property of GMWD?

## III. DEVELOPMENT BACKGROUND

In 1963 and 1965, Green Mountain, Inc. (GMI) acquired a large parcel of vacant farm land from the Peterson family for the purpose of developing Green Mountain Village. (**Exhibits 1, 2**) The parcel included our Relevant Land Area. In 1969 local residents incorporated “Jefferson

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<sup>1</sup> Early layouts of Green Mountain Village identify the area as “Hutchinson Park”.

City”, which soon changed its name to “Lakewood”. GMI’s proposed Green Mountain Village area was within Lakewood city boundaries. Green Mountain Village was also within the boundaries of two special districts. First, there was the South JeffCo Metropolitan Recreation and Park District (South JeffCo). South JeffCo would later change its name to “Foothills Metropolitan Park and Recreation District”. (Foothills) Second, there was the Green Mountain Park Water and Sanitation District (GMP) originally formed in 1951. In 1982 GMP merged with Northside Water and Sanitation District and the merged entity was renamed Green Mountain Water and Sanitation District (GMWD).

Green Mountain Village was to be a planned community. In addition to homes there would be schools and natural parks. On January 6, 1970, by warranty deed recorded under Rec. #358909 GMI conveyed to South JeffCo a 34 acre parcel of land. (**Exhibit 3**) The parcel was described by metes-and-bounds and contained the following reverter.

“This deed is given on the express conditions as follows: This property is conveyed to be utilized and developed as a park, and in the event it is not utilized and developed by the Grantee as a park within five (5) years from the date of this deed then the title to the property shall revert to the Grantor herein.”

On September 11, 1971, GMI proposed to develop Blocks 121 and 124, *inter alia*, as part of its Filing #25. (GMV #25) On October 11, 1971, the City of Lakewood approved Green Mountain Filing #25. (**Exhibit 4**) The plat was recorded October 15, 1971 under Rec. #450153. The dedication portion of Filing #25 states:

“(GMI) ... has laid out, subdivided and platted (the area) into lots, inlot 1(?), blocks, tracts, streets and avenues as herein shown under the name and style of “GREEN MOUNTAIN VILLAGE FILING NO. 25” *and does hereby grant and convey to the City of Lakewood all such streets and avenues, and tract A, B, C, D, E, F, G and all utility and drainage easements over and across said lots at locations shown on the accompanying plat for construction, operation and maintenance of utilities and drainage facilities. ... The undersigned owners ... covenant and agree with the City that no structure constructed on any portion of the platted land shown herein, shall be occupied or used unless and until all public improvements .... are in place and accepted by the City ... Issuance of the Certificate of Occupancy shall be prima facia evidence that the foregoing conditions have been complied with ....”.*

*Emphasis Supplied*

This Dedication did not include Ravines Park. (See below) On October 11, 1971 Ravines Park was owned by Foothills. Not being the landowner GMI had no legal authority to dedicate or convey any easements or structures situated on Foothills land.

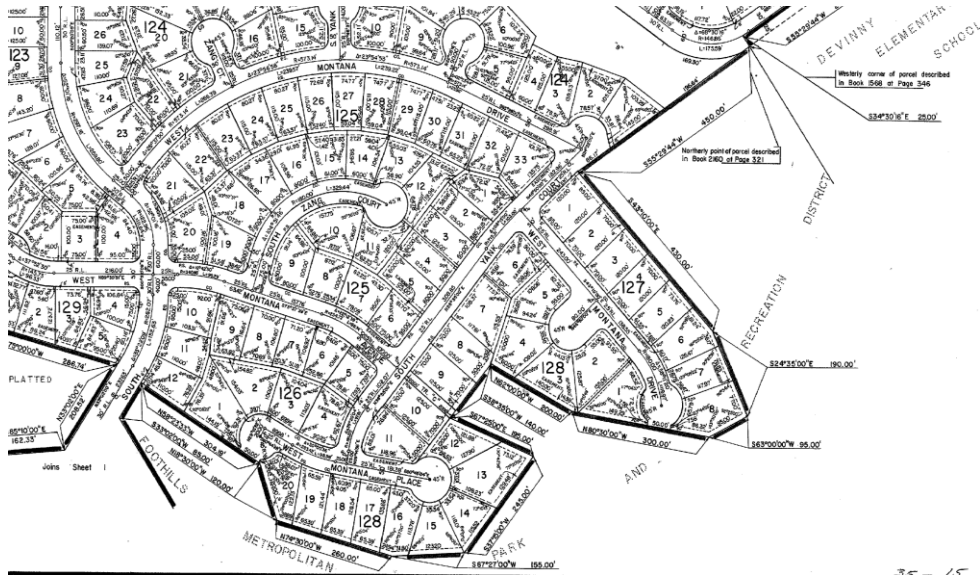


Fig. #2 / Excerpt, Pg. 2, Filing #25

Green Mountain Village sets on the southern slope of Green Mountain. From north to south the land drops an estimated 300 ft. in elevation. (Source: USGS, *Morrison 7.5 Min Quad*; 2022). Upon information from GMWD personnel, a developer of the ground would commence sewer line installation and residential development at the lower elevations and progressively install sewer lines and homes to the higher elevations. This enables the builder to develop homes at the lower elevation with functioning sewer while constructing unoccupied and unsold new homes at the higher elevation. When each phase of homes is completed the sewer line can be connected to the lower elevation functioning line.

GMV #25 was not the only development planned for this area. Hutchinson's Green Mountain Village Filing #30 (HGMV #30) was on the south side of W. Jewell Ave. GMV #25 was on the north side. GMV #25 and HGMV #30 were substantially concurrent in construction periods. Lot 1, Block 124, GMV #25 which borders Ravines Park was assigned an address of 12913 W. Montana Drive, Lakewood, CO. (**Exhibit 5**) The finished home was first sold on May 24, 1975. Water and sewer hookups were essential to issuance of a Certificate of Occupancy. Lot 1, Blk 167, HGMV #30, which sets across W. Jewell Ave from Ravines Park, was assigned an address of 1916 S. Xenon. It first sold on August 26, 1976. (**Exhibit 6**) HGMV #30 shared the same sewer line as GMV Filing #25. The connection between the two sewer lines was just west of the intersection of Wright Street and W. Jewell Ave.

On January 10, 1972, Foothills granted three easements to the GMP, recorded under #476399. (**Exhibit 7**) Each of these easements was for the "...laying, installing and maintaining a water line or water lines, a sanitary sewer line or lines, together with all appurtenances thereunto appertaining....". (*Id.*)

The first easement was 10 ft. wide measured 5 feet on each side of centerline. The legal description began at the SW corner of Sec. 20 and went west along that line 2,341 ft to a point on the north boundary of W. Jewell Ave.

A parcel of land located in the SE 1/4 SW 1/4 and the SW 1/4 SE 1/4 all in Section 20, T4S, R69W of the 6th P.M., said parcel being 10.00 feet wide, 5.00 feet on either side of the following described centerline: Beginning at a point that is 2341.00 feet West of the Southeast corner of said Section 20 and 40.00 feet North of the South line of said Section 20; thence N 62°30'00" W 303.26 feet to a point; thence N 74°40'00" W 400.00 feet to a point; thence N-40°15'00" W 210.00 feet to a point; thence N 55°15'00" W 235.00 feet to a point; thence S 77°00'00" W 237.49 feet to a point; thence N 80°30'00" W 263.04 feet to a point of terminus.

On August 20, 2022, King Surveyors rendered a plat of this 10 ft easement, as it traversed the Ravines Park.

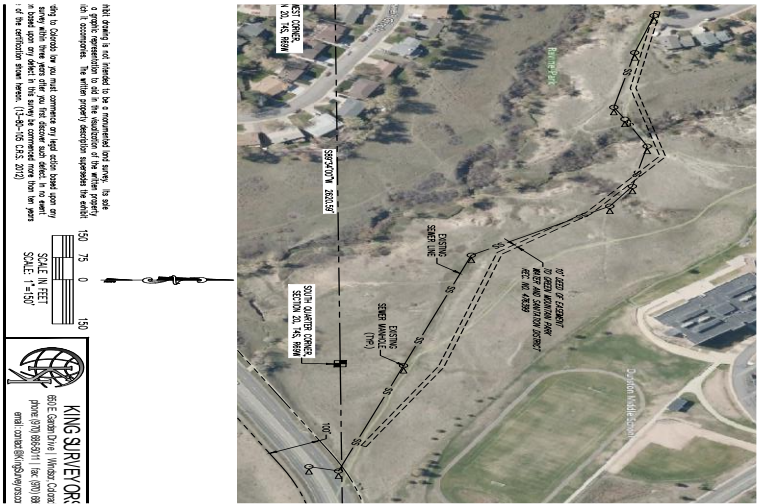


Fig. #3 / Excerpt, King Project #2022-0301

The second easement was also 10 ft. wide and began at the northerly corner of Lot 1 Block 132, Filing #25.

A parcel of land located in the SW 1/4 SW 1/4 of Section 20, T4S, R69W of the 6th P.M., said parcel being 10.00 feet wide and more particularly described as follows: Beginning at the most Northerly corner of Lot 1 Block 132 Green Mountain Village Filing No. 25; thence N 33°02'00" E along the Easterly right-of-way line of South Welch Circle 10.87 feet to a point; thence leaving said right-of-way line S 33°50'35" E 410.06 feet to a-point; thence S 72°43'14" E 562.97 feet to a point on the northwesterly boundary line of the recorded plat of Green Mountain Village Filing No. 25; thence along said boundary S 50°16'46" W 11.92 feet to the most Westerly corner of Lot 14 Block 135; thence continuing along said boundary N 72°43'14" W 560.00. feet to a point; thence N 33°50.35" W 409.32 feet to the point of beginning.

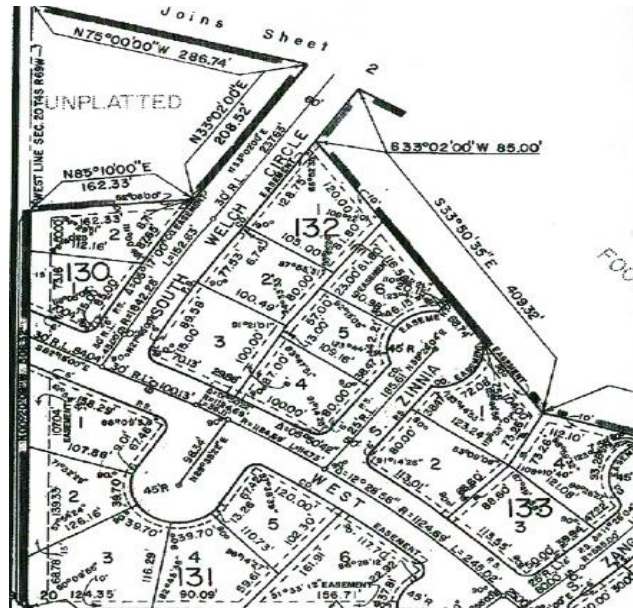


Fig. #4 / Excerpt, Pg. 1, Filing #25

The third easement begins at the most northerly corner of Lot 1, Block 127, crosses the ravine for a distance of 450 feet and then intersects South Welch Circle near Devinney Elementary School. (See Fig. #5 below).

A parcel of land located in the S 1/2 SW 1/4 of Section 20, T4S, R69W of the 6th P.M., said parcel being 20.00 feet wide and more particularly described as follows: Beginning at the most Northerly corner of Lot 1 Block 127 Green Mountain Village Filing No. 25; thence N 55°29'44" E along the Easterly boundary of the recorded plat of Green Mountain Village Filing No. 25 a distance of 450.00 feet to a point; thence leaving said boundary S 34°30'16" E 20.00 feet to a point; thence S 55°29'44" W 446.95 feet to a point on the boundary of said Filing No. 25; thence N 43°10'00" W along said boundary 20.23 feet to the-point of beginning.

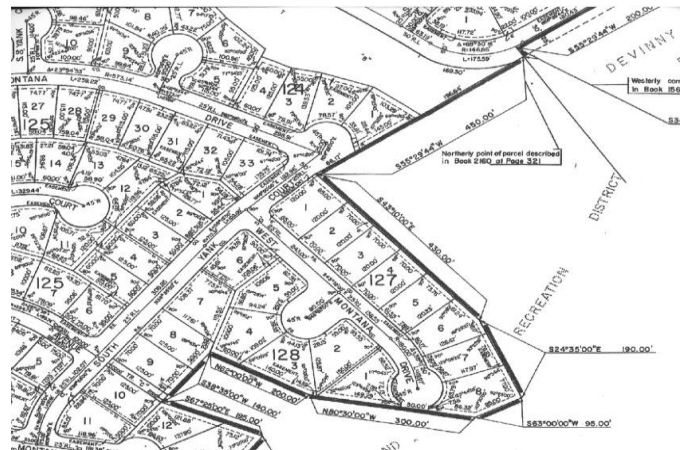


Fig. #5 / Excerpt, Pg. 2, Filing #25

GMWD sewer/water lines thus cross the ravine in three locations: north, middle and south.

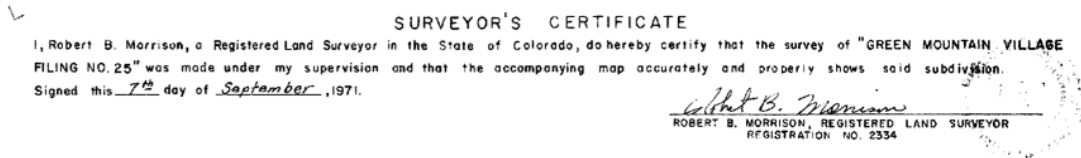


*Fig. #6 / Google Earth, Ravines Open Space*

On January 11, 1972, a meeting of the Board of Directors of GMP was held. **(Exhibit 8)** Minutes of that meeting contained the following statement:

“Bob Morrison presented the sewer plans for the remainder of Filing #25. After discussion by the Board, Ralph Swaim made a motion for approval, contingent upon Ken Richards’ approval of the plans. Motion was seconded by Keith Kroneberger and approved after unanimous vote.”

Bob Morrison (Mr. Robert B. Morrison, PLS #2334) was the land surveyor for GMI and drafted the official plats of GMV Filing #25.



*Fig. #7 / Excerpt, Pg. 1, Green Mountain Village Filing #25*

The only remnant of Mr. Morrison’s presentation is a drawing found in GMWD files.





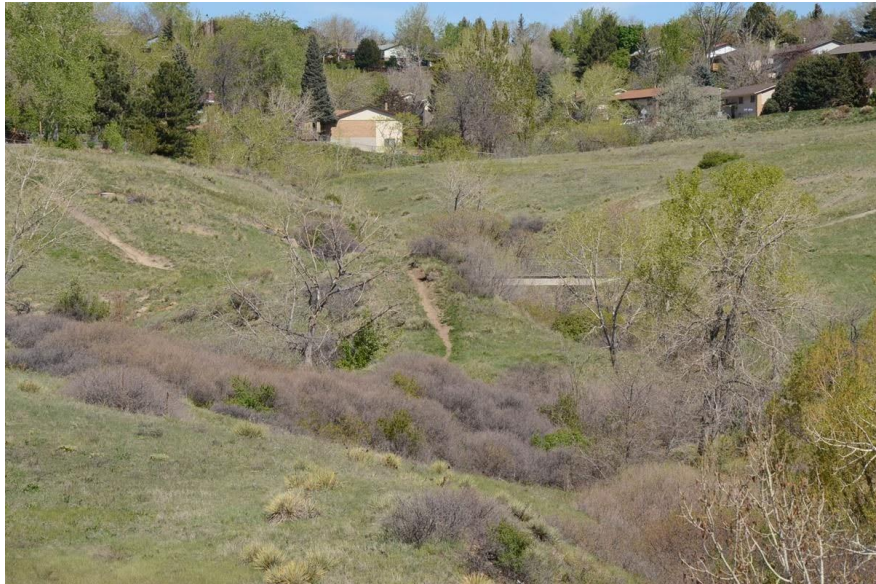
easements and rights of way of record...”. (*Id.*) The property was “...conveyed to be utilized and developed as a public park...”. (*Id.*)

On November 10, 2004, Mr. Bob Tennant, Construction Inspector for Lakewood, wrote GMWD demanding the installation of a 6 ft. high chain link fence to promote the safety of bicyclists. (**Exhibit 12**) The bridge at issue in Mr. Tennant’s letter does not appear to be the bridge discussed in this Report.<sup>2</sup> Nonetheless, Mr. Tennant stated:

“The City of Lakewood owns all of Ravine Park: foot bridges, etc. While GMW&S District has an easement through the subject area it is wholly owned by the City.”

On or about August 27, 2020, Fidelity National Title rendered a Title Report No. F0682869-122-LF. (**Exhibit 13**) The title report certifies that the City of Lakewood, Colorado, is the owner in fee simple of the lands in the N 1/2 Sec. 29 and S 1/2 Sec. 20, T4S R69W. There are no exclusions for water or sewer pipelines or bridges and trestles spanning the Ravines.

Current photos of Ravines Park reveal that it has been left in its natural state without cultivation of grasses, meadows or other facilities.



*Fig. #9 / Ravines Park Pedestrian Bridge*

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<sup>2</sup> Mr. Tennant specified different fence heights on each side of the bridge identified in his letter. The pedestrian bridge at issue in this Report has fences of equal height on each side (See cover)



*Fig. #10 / Ravines Park*

#### **IV. REASONABLE FACTUAL ASSUMPTIONS**

The passage of nearly 50 years has left us without access to records that would be material to this Report. For example, we do not presently have all the development plans for water and sewer lines within GMV #25 or HGMV #30. CORA requests made to Lakewood have not been successful. Lakewood has responded that it simply has not retained records of Green Mountain Village going back even to 2003! (**Exhibit 14**) Nonetheless, we can make certain factual assumptions arising from undisputed records.

First, Foothills was a park and recreation district. It was not statutorily authorized to operate a water and sanitation district. C.R.S. 32-1-1001 and 1005 Water and sewer pipelines were not material to their statutory purposes. It would not, itself, have installed a sewer line in Ravines Park.

Second, any pedestrian bridge in Ravines Park would have been material to its development as a park. However, Foothills never developed Ravines Park and ultimately reconveyed Ravines Park in 1975. We can reasonably assume, then, that the pedestrian bridge was not installed by Foothills.

Third, Foothills did not grant easements to GMI but, instead, to GMP. Nonetheless, GMP did not, itself, install any pipes or pedestrian bridges. That was the work of GMI as the developer. This is a common practice for residential developments. Developers built while district oversee and approve. We can reasonably assume, then, that the sewer line was installed by GMI or its various contractor(s).

Fourth, the design, course and route of the sewer line within Ravines Park was that of GMI and not GMP. As noted in Board Meeting Minutes, Bob Morrison, GMI's surveyor, presented GMI's final sewer plans which were then approved by GMP.

Fifth, GMI began installation after the January 10, 1972 approval of the sewer plans by the GMP Board. Installation was complete by May 24, 1975, when 12931 W. Montana Dr. was first sold. Correspondingly, installation of the sewer line in Hutchinson's Green Mountain Village was completed by August 26, 1976, when 1916 S. Xenon was first sold.

Sixth, in regular course, GMI started the installation at the southern end of Ravines Park working its way north to the intersection of the pipe with W. Montana Drive after crossing the pedestrian bridge. Since GMI had, itself, drawn the route and course of the pipeline we can reasonably assume that it knew where the pipeline was to be placed. Whether the pipe was installed outside the easement boundaries remains an unconfirmed allegation. It is not uncommon that a planned easement route is changed during the course of construction due to previously unknown subsurface conditions. When that occurs there is usually an amended easement that is then recorded. No such recording has been found.

Seventh, in 1972 engineers for both GMI and GMP would have understood that a 70 ft span was too great a span for the 10" OD steel pipe and that support for the pipe was needed. There were two options: a trestle (as used elsewhere in Ravines Park) or a pedestrian bridge. It is undisputed that a pedestrian bridge was used for the middle crossing of the sewer line. Since GMI was installing the pipe to the bridge then we can reasonably assume that GMI installed the bridge as a necessary support for the sewer line.

Eighth, the City of Lakewood received title to Ravines Park on February 13, 1975. Lakewood had possession of all development plans for GMV Filing #25. Lakewood had surveyors available to confirm the boundaries of Ravines Park and the location of the pipeline. In the 48 years since obtaining title Lakewood has failed to assert any claims of trespass or damages from trespass arising from the misplacement (if such was the case) of the pipeline.

## V. LEGAL RULES

**A. The Law of Fixtures** The general tests for determining whether an object is a fixture are: (1) annexation to the real property; (2) adaptation to the use to which the real property is devoted; and (3) intention that the object become a permanent accession to the real property or a permanent structure on the real property. This determination is a question of fact and the trial court's decision will not be disturbed on appeal unless it is unsupported by the evidence of record. *Mining Equipment Inc. v. Leadville Corp.*, 856 P.2d 81 (Colo.App.1993).

The size or weight of the object is not, itself, determinative of its status as a fixture. *Reynolds v. State Bd. for Community Colleges* 937 P.2d. 774, 778 (Colo. App. 1996) (Printing press weighed 700 pounds, was not attached to the building and could be – and historically had been – moved from one building to another.) There are more determinative tests. First, was the object attached to the property without an intent for its future removal? *Dillon Companies, Inc. v. Hussmann Corp.* 163 Fed.Appx. 749, 759 (10<sup>th</sup> Cir., 2006) (Unpublished Opinion) (Physical improvements to grocery store leasehold were attached to the property and removal would cause substantial damage to that property). Second, would removal cause substantial damage to the property? *Ferganchick v. Johnson* 473 P.2d. 990, 991 (Colo. App. 1970) (Removal of switches, wiring, pipes and other equipment relating to milling machinery caused extensive damage to the property)

Third, was the object essential to the successful use of the property involved? *Puzzle Mining & Reduction Co. v. Morse Bros. Machinery & Supply Co.* 131 P. 791 (Colo. App. 1913)) (Mining machinery bolted to concrete pilings and foundation and integral to successful processing of extracted ore.) *Alamosa National Bank v. San Luis Valley Grain Growers, Inc.* 756 P.2d. 1022, 1024 (Colo. App. 1988) (Railroad scale was not annexed to the foreclosed property and was not related to warehouse operations. It was not a fixture.)

Tenants can create fixtures in their leased property as well as the property owner himself. *Dillon Companies (Supra)* Pre-existing agreements between landlord and tenant segregating fixtures from personal property will control the court's decision. (*Id.*); *Mining Equipment Inc. v. Leadville Corporation* 856 P.2d. 81, 85-86 (Colo. App. 1993) However, the county assessor taxing an object as personal property rather than as a fixture does not control the court's decision. *Ferganchick (Supra)*.

Colorado's Law of Fixtures is in harmony with decisions from other states. *Kerman v. Swafford* 680 P.2d. 622, 624-25 (N.M. App. 1984) (Intent, adaptation and annexation are the three relevant factors which determine whether an article is a fixture to be treated as part of the realty); ACCORD: *Chambo v Urban Masonry Corporation* 647 A.2d. 1284, 1287 (Md.App. 1994); *Vieira Enterprises, Inc. v. City of East Palo Alto* 208 Cal.App.4<sup>th</sup> 584, 597 (Cal. App. 2012); *Herron v. Barnard* 390 S.W. 3d. 901, 909 (Mo. App. 2013) (Each of the elements of a fixture must be present to some degree however slight.); *Sanders v. Butte Motor Co.* 385 P.2d. 263, 266 (Mont. 1963); *State v. Clear Channel Outdoor, Inc.* 463 S.W.3d. 488, 492 (Tex.Sup.Ct. 2015); *Touher v. Town of Essex* 36 N.E. 3d. 40, 44 (Mass. App.Ct. 2015) (Erection of a building on the land of another makes it a part of the realty unless there is an agreement, express or implied, that the building will remain personal property); ACCORD: *Town of Arcadia v. Arcadia Chamber of Commerce* 195 So.3d. 23, 27 (La.App. 2016); *Ferguson v. Stokes* 756 S.E. 2d. 455 453 (Va. 2014); *Ward v. Perna* 870 N.E.2d. 94, 99 (Mass.App. 2007);

The most applicable decision is that of *St. Joseph's Utility Operating Co., LLC v. Alexander* 642 S.W.3d. 242, 251 (Ark.App. 2022). There, Mr. Jones developed a subdivision on one parcel of land he owned and installed a sewage treatment plan on an adjacent parcel also owned by him. The two parcels were connected by water and sewer lines installed on both parcels. Mr. Jones conveyed the subdivision property to a construction company. Those lots were then re-sold to various homeowners. Through mesne conveyances, the treatment plan property was owned by SUJOC who then conveyed it to WWTP. SUJOC also gave to WWTP a bill of sale for all facilities, equipment, lines, plant, pipes, manholes and appurtenances related to sewage treatment. Special districts were formed to provide water and sewer service to the various homeowners. When the districts sought to connect with a Water Reclamation Authority, however, the issue of title to the buried lines and other appurtenances was raised. The court said:

We reject (the) argument that the sewer improvements are not fixtures. All three fixture elements are satisfied. First, the sewer improvements are annexed to the realty in that the sewer pipes are buried in the ground, and the manholes are affixed to the land. Second, the sewer improvements are appropriate and adapted to the use of the real property to which they are connected in that they serve as an integral part of the sanitary sewer system servicing the homes located within Subdivision. These sewer improvements cannot be removed or severed from the realty without extensive, expensive efforts or injury to the real property. And third, the sewer improvements were affixed by the same entities (AJI, JC, and SBDI) who owned and developed the real property at the time; therefore, the developers' acts of attaching the improvements to the realty can be considered a sufficient basis for an objective observer to regard the improvement as having become part of the real estate. *Pledger*, 324 Ark. At 306, 921 S.W.2d at 578.

**B. Courts Cannot Rewrite Deeds:** Courts cannot rewrite unambiguous deeds or agreements. *McShane v. Stirling Ranch Property Owners' Ass'n* 393 P.3d. 978, 982 (Colo. 2017) The court cannot create the existence of a document which does not exist or which has been lost.

**C. Trespass and Remedy:** Fig. #3 *infra* suggests that the sewer line was installed outside the boundaries of one or more of the easements granted by Foothills to GMP. This can constitute a "continuing trespass. *Hoery v. United States* 64 P.3d. 214, 218-20 (Colo. 2003); *Sanderson v. Heath Mesa Homeowners' Ass'n* 183 P.3d. 679, 682 (Colo. App. 2008); *Betterview Investments, LLC v. Public Service Col of Colorado* 198 P.3d. 1258, 1263 (Colo. App. 2008) Colorado does recognize an exception to continuing trespass when the easement is of great social importance (railroad, irrigation ditches) and the pipeline has been installed under lawful authority. However, in both *Sanderson* and *Betterview* the court denied the exception because the offending pipeline was set outside the easement boundaries and was thus not installed "with lawful authority".

There is no specific and universally-accepted remedy imposed in continuing trespass cases. *Graham v. Jules Investment, Inc.* 356 P.3d. 986, 9899 (Colo. App. 2014) The court must consider the peculiar circumstances of each encroachment case to determine whether removal/relocation of

the encroachment or damages is the more appropriate remedy. *McDowell v. United States* 870 P.2d. 656, 661 (Colo. App. 1994) The court balances the hardship to the landowner with the cost of relocating the encroachment. Where the encroachment is intentional and deliberate relocation may be appropriate. Where the encroachment is unintentional and slight, however, the court is urged to require a forced sale of the land under the encroachment. *Golden Press v. Rylands* 235 P.2d. 592, 595 (Colo. 1951) Such a sale is not measured by the market value of the land as a fee simple interest since the encroacher is not acquiring the land but, instead, a mere easement to traverse that land. Instead, the value is calculated as a percentage of such value with further discounting, if appropriate, for the restricted uses to which the land can be put. Here, that restricted use is as a natural open space.

Whether the sewage line actually does fall outside the boundaries is not known. Fig. #6 suggests so but the survey was not made by GMWD personnel. GMWD is advised to conduct a survey of its own to verify or dispute Lakewood's claim.

**D. Maintenance of Easement:** The easement holder has the right and responsibility to “do whatever is reasonably necessary for the enjoyment of the easement including [making] repairs.” *Clinger v. Hartshorn* 89 P.3d. 462, 470 (Colo. App. 2003). In doing so, however, the easement holder may not unnecessarily inconvenience the landowner and the easement holder may not expand the easement. *Hayes v. City of Loveland* 651 P.2d. 466, 468 (Colo. App. 1982) As discussed above, GMWD's easement allows GMWD to transmit sewage through the 10” pipe.

**E. Barring Access to Pipeline:** Perhaps in an effort to gain leverage in settlement negotiations Lakewood has suggested that it has the power to bar GMWD personnel from entering upon the property to maintain the pipeline. It is doubtful, however, that a court would sanction such “bullying”. The sewage line across the Ravines Open Space has a 50+ year history. The mislocation of the line – if that actually happened – was reasonably known to Lakewood when it acquired the Ravines space in February, 1975. The easements were recorded. C.R.S. 38-35-109 The sewage line is essential for the maintenance of public health and safety for surrounding homes. Imagine the public outcry if the sewage line ruptures and Lakewood refuses to allow GMWD to repair it!

**F. Undisclosed and Unknown BOS for Pipeline:** C.R.S. 38-10-108 is the Statute of Frauds applying to legal interests in land including easements. There must be a written agreement when interests in land are conveyed. C.R.S. 4-2-201 is the Statute of Frauds applying to sales of personal property. A written agreement is required in sales greater than five hundred dollars. There is an exception to both of these statutes when there has been partial performance by both parties of an oral agreement. *Colorado Carpet Installation, inc. v. Palermo* 647 P.2d. 686 (Colo. App. 1982); See: *Burnford v. Blanning* 540 P.2d. 337 (Colo. 1975)

In discussions with GMWD personnel it has been suggested that “there must have been a Bill of Sale” conveying the installed pipe from GMI to GMP because “we always do it that way”.

That is not a viable legal argument. The present difficulty is that there is no record of a Bill of Sale or of a recorded deed which severed the installed pipe (as personal property) from the land itself (as a fixture). If such severance was actually intended it would have been demonstrated in one of two ways. First, there would have been some record, somewhere, of a Bill of Sale. There is none. Second, when the land, itself, was conveyed the deed would except, reserve or exclude conveyance of the sewage pipe since the pipe was not intended to be conveyed as part of the land. The relevant deeds, however, do not contain such exclusions.

## **V. CONCLUSION**

Legal decisions must be based upon hard evidence and not upon supposition or speculation. The hard, physical evidence collected in this Report shows that GMI installed a sewer pipeline within Ravines Park that constituted a “fixture”: i.e., a part of the real estate itself. The pipe was buried in the ground and the manholes affixed to the land. The sewer system was appropriate and adapted to the use of the real property for residential purposes. It was installed by the same entity that owned and developed the real property at the time of installation: to wit, GMI. As the owner of Ravines Park since February 13, 1974, Lakewood has also been the owner of the sewer lines including the pedestrian bridge that supports the span of the pipe across the actual ravine. This ownership negates any claim by Lakewood that mislocated pipes (i.e., outside the easement boundaries) are “trespassing”. A landowner cannot trespass upon his own land.

GMWD is the successor-in-interest to easements for the transmission of sewer and water. Such liquids flow through the pipes owned by Lakewood. Technically, and specifically, GMWD’s easement is for the pipes themselves and not the land. Under clear Colorado law, GMWD has the duty to maintain those pipes as necessary for the transmission of water and sewer. This includes the duty to repair the pipes when needed. Under that same clear Colorado law, Lakewood cannot undertake any action that would unreasonably interfere with GMWD’s transmission of water and sewage, including the maintenance of the pipes. Thus, removing but not replacing any pipe or supporting bridge would constitute such unreasonable interference.

Without doubt this is a unusual result. Developers, water districts and municipalities most often segregate personal and real property by prior agreement or by a deed containing exclusions. The parties – GMI, GMP and Lakewood – simply did not take such reasonable action. GMWD is thus left with the hard evidence collected in this Report.



**Reservation**

The undersigned reserves the right to alter, amend or confirm the above stated opinions and conclusions based upon new and additional factual matters arising during the continuing course of discovery in the underlying lawsuit.

Respectfully submitted,

/s/ James A. Beckwith

James A. Beckwith

**VI. INDEX TO CITED DOCUMENTS**

<u>No.</u>	<u>Date</u>	<u>Description</u>
1.	2.11.1963	WD / Peterson to GMI
2	3.16.1965	WD / Peterson to GMI
3.	1.6.1970	WD / GMI to South JeffCo P&R District
4.	10.11.1971	Plat / Green Mountain Village, Filing #25
5.	8.21.2023	JeffCo Assessor / 12913 W. Montana Drive
6.	8.24.2023	JeffCo Assessor / 1916 S. Xenon
7.	1.10.1972	Easement Grant / 3 easements / Foothills to GMP
8.	1.11.1972	GMP / Minutes of Board Meeting
9.	2.14.1972	Easement Grant / 1 easement / Foothills to GMP
10.	2.12.1975	Foothills to GMI / Reconveyance
11.	2.13.1975	GMI to City of Lakewood / Ravines Parcel
12.	11.10.2004	Later / B. Tenant to GMWD re: Lakewood claim of ownership
13.	8.27.2020	Fidelity National Title / Title Report / Ravines Parcel
14.	2022	Lakewood Response to CORA Request

Recorded at 11:55 o'clock A.M., FEB 18 1963

1568 346 Reception No. 963634 JAMES P. McNALLY Recorder.

2

2.11.1963

7-10-63

THIS DEED, Made this eleventh day of February in the year of our Lord, one thousand nine hundred and sixty-three between TEDDY PETERSON, ALBERT PETERSON, HARRY V. PETERSON and FRED A. PETERSON,

of the County of Jefferson, and State of Colorado, of the first part, and

GREEN MOUNTAIN, INC.,

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration ----- DOLLARS,

to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Jefferson, and State of Colorado, to-wit:

A parcel of land in the South one-half of Section 20, Township 4 South, Range 69 West of the 6th P.M. more particularly described as follows:

Beginning at a point from which the Southeast corner of said Section 20 bears S 59° 55' 44" E 3502.17 feet; thence S 34° 30' 16" E 909.46 feet to a point of curvature; thence on a curve to left having a radius of 503.96 feet and a central angle of 13° 34' 44" an arc distance of 119.44 feet to a point of tangent; thence S 48° 05' 00" E 477.20 feet to a point of curvature; thence on a curve to the right having a radius of 307.49 feet and a central angle of 44° 14' 44" an arc distance of 237.45 feet to a point of tangent; thence S 03° 50' 16" E 90.74 feet to a point; thence S 86° 09' 44" W 78.00 feet to a point of curvature; thence on a curve to the left having a radius of 1156.91 feet and a central angle of 12° 20' 00" an arc distance of 249.03 feet to a point of tangent; thence S 73° 49' 44" W 175.00 feet to a point; thence N 51° 00' 16" W 1060.00 feet to a point, thence N 34° 30' 16" W 584.46 feet to a point; thence N 55° 29' 44" E 715.00 feet to the point of beginning, said parcel containing 25.00 acres,

Subject to Reservations of record.

REPORT EXHIBIT 1

1568 347

(NO CONSIDERATION -- NO REVENUE NECESSARY)

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part ~~ies~~ of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said **TEDDY PETERSON, ALBERT PETERSON, HARRY V. PETERSON and FRED A. G. PETERSON,**

**parties** of the first part, for **them selves, their** heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents **they are** well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have **good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except general real property taxes for the year 1963, payable in 1964, and special assessments, if any,**

1568 348

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal this day and year first above written.

Signed, Sealed and Delivered in Presence of

.....  
.....

*Harry V. Peterson* (SEAL)  
*Freda G. Peterson* (SEAL)  
*Teddy Peterson* (SEAL)  
*Albert Peterson* (SEAL)  
..... (SEAL)  
..... (SEAL)

STATE OF COLORADO,  
County of *Jefferson* ss.

The foregoing instrument was acknowledged before me this *13rd* day of **February**,  
A. D. 19 **63**, by **TEDDY PETERSON, ALBERT PETERSON, HARRY V. PETERSON and FRED A. PETERSON.**

My commission expires *Oct 20,* 19 *63.* Witness my hand and official seal.

*Bernard J. Okane*  
Notary Public.



3.16.1966

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. 104603 \_\_\_\_\_ Recorder.

420

THIS DEED, Made this 16th day of March in the year of  
our Lord, one thousand nine hundred and sixty-five between HARRY V. PETERSON,  
FREDA G. PETERSON,\* TEDDY PETERSON, ~~XXXXXXXXXX~~, ALBERT PETERSON, ~~XXXXXXXXXX~~  
\*a/k/a Freda Peterson a/k/a Albert F. Peterson

of the \_\_\_\_\_ County of Jefferson, and State of Colorado, of the first part, and  
GREEN MOUNTAIN, INC.,

(T)

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado  
of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten  
Dollars (\$10.00) and other good and valuable consideration

~~XXXXXXXXXX~~

to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is  
hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do  
grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever,  
all the following described \_\_\_\_\_ or parcel of land, situate, lying and being in the

County of Jefferson, and State of Colorado, to-wit:  
A parcel of land located in Section 20, T. 4 S., R. 69 W. of the 6th P. M. and  
more particularly described as follows: Beginning at the intersection of the  
West line of said Section 20 and the Southeasterly Right-of-Way line of Alameda  
Parkway; thence S 0°20'09" E. along the West line of said Section 20 485.81 feet  
to a point, said point being on the Westerly boundary of a parcel of land recorded  
in Book 1626 at Pages 334 and 335 of the records of Jefferson County, Colorado;  
thence continuing along said boundary S 61°41'15" E. 370.18 feet to a point;  
thence S 29°19'57" E. 56.06 feet to the true point of beginning; thence leaving  
the described courses in Book 1626 at Pages 334 and 335 S 61°41'15" E. 24.84 feet  
to a point; thence N 28°18'45" E. 711.33 feet to a point; thence S 89°34'07" E.  
96.97 feet to a point, said point being on a course described in Book 1432 at  
Page 382 of the records of Jefferson County, Colorado; thence S 35°32'41" W.  
237.72 feet to the point of origin of said course; thence continuing on the courses  
of said Book 1432 at Page 382 S 62°26'30" E. 597.79 feet to a point; thence S 89°  
59'47" E. 600.00 feet to a point; thence leaving the courses described in Book  
1432 at Page 382 and continuing on courses described in Book 1626 at Pages 334 and  
335 S 00°08'43" E. 653.58 feet to a point; thence S 81°46'21" W. 888.47 feet to  
a point; thence N 51°02'57" W. 500.59 feet to a point; thence N 29°19'57" W.  
369.84 feet to the true point of beginning, said parcel contains 24.00 Acres.

ALSO

A parcel of land located in Section 20 T 4 S, R 69 W of the 6th P. M. and more  
particularly described as follows: Beginning at a point on the West line of said  
Section 20, 622.55 feet South of the intersection of the Southerly R.O.W. line  
of Alameda Parkway; said point being a point described in a parcel of land recorded  
in Book 1626 at Page 334 and 335; thence along said parcel S 61°41'15" E 269.81  
feet to a point; thence S 29°19'57" E. 414.10 feet to a point; thence S 51°02'57"  
E. 576.01 feet to a point; thence N 81°46'21" E. 923.83 feet to a point; thence  
S 00°08'43" E. 761.66 feet to a point; thence S 34°30'16" E 409.26 feet to a point;  
thence leaving the courses described in Book 1626 at Pages 334 and 335 S. 55°29'47"  
W. 593.69 feet to a point; thence N 54°00'00" W. 744.33 feet to a point; thence  
N 73°30'00" W 660.00 feet to a point; thence N. 43°00'00" W 447.14 feet to a point  
on the West line of said Section 20; thence N 00°20'09" W along said West line  
1202.16 feet to the point of beginning, said parcel contains 48.32 Acres.

ALSO

A parcel of land located in Section 20 and 29, both in T. 4 S., R. 69 W. of the  
6th P. M. and more particularly described as follows: Beginning at the Southeast  
corner of Section 20; thence S 89°46'46" W. 280.00 feet along the South line of  
said Section 20 to a point; thence S 00°06'00" E. 40.00 feet to a point; thence  
S 89°46'46" W. and parallel to the South line of said Section 20, 64.92 feet to a  
point, said point being the true point of beginning; thence continuing on said  
course S 89°46'46" W. 1699.92 feet to a point; thence S 62°37'55" W. 531.28 feet  
to a point; thence S 56°15'00" W. 1408.80 feet to a point; thence N 59°26'00" W.  
1781.21 feet to a point; thence N 30°34'00" E. 173.29 feet to a point on the  
South line of said Section 20; thence N 30°34'00" E. 126.71 feet to a point;  
thence N 59°26'00" W. 203.62 feet to a point on the West line of said Section 20;  
said point being 213.08 feet North of the Southwest corner of said Section 20;  
thence N 0°20'09" W. along the West line of said Section 20 93.24 feet to a point;

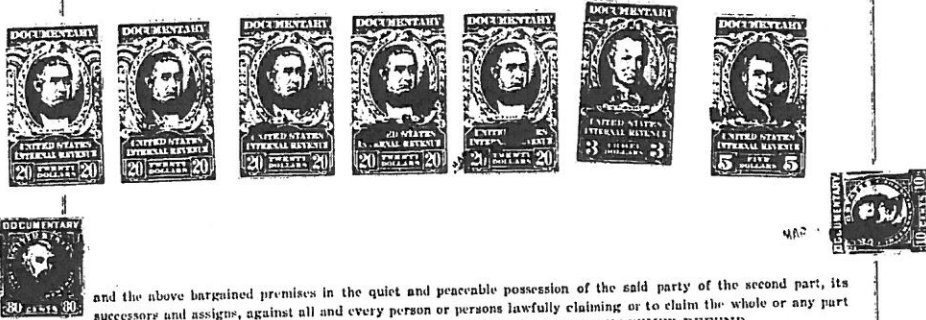
thence S 59°26'00" E. 464.18 feet to a point; thence N 30°34'00" E. 212.92 feet to a point; thence S 72°43'14" E. 560.00 feet to a point; thence N 50°16'46" E. 180.00 feet to a point; thence N 70°16'46" E. 250.00 feet to a point; thence S 61°13'14" E. 580.00 feet to a point on the South line of said Section 20; thence S 00°13'14" E. 407.42 feet to a point; thence N 66°52'32" E. 537.20 feet to a point; thence N 56°15'00" E. 431.51 feet to a point, said point being 40.00 feet North of the South line of said Section 20; thence N 89°46'46" E. and parallel to the South line of said Section 20 441.88 feet to a point; thence N 00°06'00" W. 262.73 feet to a point, said point being on the Southerly boundary of a parcel of land described in Book 1568 at Pages 346-348 of the records of Jefferson County, Colorado; thence N 86°09'44" E. along said Southerly boundary 20.00 feet to a point; thence leaving the course described in Book 1568 at Pages 346-348 and continuing on courses described in Book 1626 at Pages 334-335, S 03°50'16" E. 40.00 feet to a point; thence N 86°09'44" E. 60.00 feet to a point of curvature; thence on a curve to the right having a radius of 1570.00 feet a central angle of 07°38'22" an arc distance of 209.33 feet to a point of tangent; thence S 86°11'54" E. 625.56 feet to a point of curvature; thence on a curve to the right having a radius of 710.00 feet, a central angle of 25°13'40" an arc distance of 312.62 feet to a point of tangent; thence S 60°58'14" E. 203.10 feet to a point of curvature; thence on a curve to the left having a radius of 590.00 feet a central angle of 29°15'00" an arc distance of 301.20 feet to the true point of beginning, said parcel contains 52.68 Acres. Grantee, on behalf of itself, its successors, and assigns, covenants and agrees, as covenants running with the land, that no portion of the above described premises shall, for a period of thirty (30) years from the date of this deed, be used for commercial, semi-commercial, or industrial purposes. Enforcement of this covenant shall be by proceeding at law or at equity against any person or legal entity violating or attempting to violate this covenant, either by restraining violator, or to recover damages for breach of this covenant; said damages, because of the difficulty of determination of the amount, are hereby fixed and liquidated in the amount equal to ten (10) percent of the appraisal value of the parcel property upon which the breach occurs at the date of said breach, except single family condominium development are not considered as commercial, semi-commercial or industrial, but shall be considered as residential.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said

parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except taxes and assessments not yet due and payable,

1783 292



and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

*Henry G. Peterson* (SEAL)  
*Harry V. Peterson* (SEAL)  
*Albert F. Peterson* (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

STATE OF COLORADO  
 County of Jefferson

The foregoing instrument was acknowledged before me this 16th day of March

A. D. 1965, by Freda G. Peterson, a/k/a Freda Peterson, Harry V. Peterson, Albert Peterson A/k/a Albert F. Peterson and Teddy Peterson

My commission expires *Oct 20*, 19*66*. Witness my hand and official seal.

*James H. Peterson*  
 Notary Public.



COUNTY OF JEFFERSON  
 STATE OF COLORADO  
 RECORDED  
 MAR 18 12 04 PM '65  
 1783 290  
 JAMES H. PETERSON  
 COUNTY CLERK

104609

812 SQ 1291A

1783 292



358909

358909

GREEN MOUNTAIN, INC., a Colorado corporation, whose address is 2360 West Second Avenue, City and County of Denver and State of Colorado, for Ten (\$10.00) Dollars and other good and valuable consideration in hand paid, hereby sells and conveys to SOUTH JEFFCO METROPOLITAN RECREATION AND PARK DISTRICT the following real property situate in the County of Jefferson and State of Colorado, to-wit:

COUNTY OF JEFFERSON  
STATE OF COLORADO  
FILED IN MY OFFICE ON

FEB 11 29 AM '70  
2160 321

A parcel of land located in N $\frac{1}{2}$  of Section 29 and the S $\frac{1}{2}$  Section 20, both in T4S, R69W of the 6th P.M. and more particularly described as follows: Beginning at a point on the South line of said S $\frac{1}{2}$  Section 20, said point being 3320.16 ft. West of the Southeast corner of said Section 20, said point also being on the boundary of the third described parcel recorded in Book 1783 at Page 290 of the records of Jefferson County, Colorado; thence N 61°13'14" W and along said boundary 580.00 ft. to a point; thence S 70°16'46" W 250.00 ft. to a point; thence S 50°16'46" W 180.00 ft. to a point; thence N 72°43'14" W 560.00 ft. to a point; thence leaving said boundary N 33°50'35" W and along the boundary of a parcel described in Book 1981 at Page 495 of the records of Jefferson County, Colorado, a distance of 409.32 ft. to a point; thence N 33°02'00" E 85.00 ft. to a point; thence S 58°23'33" E 304.19 ft. to a point; thence S 18°30'00" E 120.00 ft. to a point; thence S 74°30'00" E 260.00 ft. to a point; thence N 87°27'00" E 155.00 ft. to a point; thence N 37°15'00" E 245.00 ft. to a point; thence N 67°25'00" W 195.00 ft. to a point; thence N 38°35'00" E 140.00 ft. to a point; thence S 62°00'00" E 200.00 ft. to a point; thence S 80°30'00" E 300.00 ft. to a point; thence N 63°00'00" E 95.00 ft. to a point; thence N 24°35'00" W 190.00 ft. to a point; thence N 43°10'00" W 430.00 ft. to a point; thence N 55°29'44" E 450.00 ft. to a point on the boundary of a parcel described in Book 1568 at Page 346 of the records of Jefferson County, Colorado; thence along the Southwesterly boundary of said parcel and the Southwesterly boundary of a parcel described in Book 1981 at Page 493, S 34°30'16" E 559.46 ft. to a point; thence S 51°00'16" E 1329.89 ft. to a point on the boundary of that certain parcel described in Book 1783 at Page 290 of the records of Jefferson County, Colorado; thence along said boundary S 89°46'46" W 210.39 ft. to a point; thence S 56°15'00" W 431.51 ft. to a point; thence S 66°52'32" W 537.20 ft. to a point; thence N 00°13'14" W 407.42 ft. to the point of beginning, said parcel contains 34.00 acres; Jefferson County, Colorado;

subject to reservations, restrictions, easements and rights of way of record; with all its appurtenances, and warrants the title to the same, subject to general taxes for the year 1970 and special assessments for the year 1970 and subsequent years. This deed is given on the express conditions as follows: This property is conveyed to be utilized and developed as a park, and in the event it is not utilized and developed by the Grantee as a park within five (5) years from the date of this deed, then the title to the property shall revert to the Grantor herein.

(Consideration under \$100.00)

Signed this 6th day of January, 1970.



H. L. Osborne, Secretary  
STATE OF COLORADO  
City and County of Denver } ss.

GREEN MOUNTAIN, INC.

By: K. L. Smith  
K. L. Smith, President

• | 0.00150  
FEB-97 5974 •• 0.00150 T

The foregoing instrument was acknowledged before me this 6th day of January, 1970, by K. L. Smith as President and H. L. Osborne as Secretary of Green Mountain, Inc., a corporation.



My commission expires: August 18, 1970

J. M. [Signature]  
Notary Public

(Statutory Warranty Deed)

5624  
2160 321

REPORT  
EXHIBIT 3





Property Information

Home / AIN/Parcel ID / **Property Information**

Property Information      Sales      History

**PIN/Schedule**  
300028607  
**Owners**  
DELORES R LANKY TRUST THE

**AIN/Parcel ID**  
49-203-09-034  
**Property Address**  
12913 W MONTANA DR  
LAKEWOOD, CO 80228

**Property Class**  
1212 Single Family Residential  
**Mailing Address**  
12913 W MONTANA DR  
LAKEWOOD, CO 80228-4244

**Address and Political**  
Address Information



Legal Description

**Subdivision**  
313400 GREEN MOUNTAIN VILLAGE FLG 25  
**Parcel Map**  
Map

**Interactive Map**  
Aspin  
**Interactive Map**  
JMap

Block	Lot	Tract/Key	Section	Township	Range	QSection	Land SQFT	Land Acres
124	0001	00A	20	04	69		8,293	0.190
<b>Total</b>							<b>8,293</b>	<b>0.190</b>

**CAUTION: The above legal description is incomplete and for internal purposes only. DO NOT USE THE ABOVE LEGAL DESCRIPTION FOR DEEDS and other legal conveyances.**

Sale History

Sale Date	Sale Amount	Deed Type	Doc/Instr#
5/24/1975	\$44,500	Other	27430866
5/26/1993	\$0	Quit Claim Deed	93073684

Property Valuation

**S** FIND COMPARABLE SALES

Mass Appraisal Valuation Explanation

Tax Year	Actual Land Value	Actual Imp Value	Actual Total Value	Assessed Land Value	Assessed Imp Value	Assessed Total Value	Notice of Valuation
2023 payable 2024	\$267,087	\$401,770	\$668,857	\$18,068	\$27,180	\$45,248	View Notice

**REPORT  
EXHIBIT 5**

Tax Year	Actual Land Value	Actual Imp Value	Actual Total Value	Assessed Land Value	Assessed Imp Value	Assessed Total Value	Notice of Valuation
2022 payable 2023	\$225,592	\$263,213	\$488,805	\$15,679	\$18,293	\$33,972	

Mill Levy Information

Treasurer Tax Information

Tax Year	TAG	Authority	Mill Levy
2023 payable 2024	7033	COUNTY	TBD
		GREEN MTN WATER & SAN DIST	TBD
		LAKEWOOD	TBD
		REGIONAL TRANSPORTATION DIST	TBD
		SCHOOL	TBD
		URBAN DRAINAGE&FLOOD C SO PLAT	TBD
		URBAN DRAINAGE&FLOOD CONT DIST	TBD
		WEST METRO FIRE PROTECTION - G	TBD
		WEST METRO FIRE PROTECTION SUB	TBD
		<b>Total Mill Levy</b>	<b>TBD</b>
2022 payable 2023	7033	COUNTY	26.9780
		GREEN MTN WATER & SAN DIST	0.0000
		LAKEWOOD	4.7110
		REGIONAL TRANSPORTATION DIST	0.0000
		SCHOOL	46.1330
		URBAN DRAINAGE&FLOOD C SO PLAT	0.1000
		URBAN DRAINAGE&FLOOD CONT DIST	0.9000
		WEST METRO FIRE PROTECTION - G	12.7530
		WEST METRO FIRE PROTECTION SUB	0.6780
		<b>Total Mill Levy</b>	<b>92.2530</b>

Property Inventory

**Neighborhood**  
3015 GREEN MOUNTAIN VILLAGE, ESTATES

**Market Area**  
3 ResMA: Central Southeast Jeffco

Land

Land Use	State Tax Class	Size	Unit Type	Land Contributor	Contributor Category
Residential	1112	0.19	Acre	Location Factor 4 Open Area / Space	Location Factor Adjustments Open Area / Space

Improvements

	Impr#	Property Type	Design	Construction Class	Quality	Year Built	Adj Year	Remd Year	Cmp%	Gross Area	State Tax Class
Select	1-1	201 Single Family	010 1 Story/Ranch	Combination	Average	1972	1972		100%	1,480	1212

Impr#	Sub-Areas	Area-SQFT
1-1	Attached Garage	488
1-1	Basement Total	1,209

Impr#	Sub-Areas	Area-SQFT
1-1	Deck	128
1-1	Enclosed Porch	244
1-1	First Floor	1,480

Impr#	Structural Elements by Unit	# Units
1-1	3/4 Bath (3 fixture)	2
1-1	Bedroom (Above Grade)	3
1-1	Bedroom (Below Grade)	2
1-1	Fireplace (Above Grade)	1
1-1	Full Bath+K+L	1
1-1	Nbr of Dwelling Units	1

Impr#	Structural Elements by SQFT	Description	Area-SQFT
1-1	Remodel Type	0%; As Is; Paint; Carpet	1,480
1-1	Interior Finish Type	Bsmt Finish	960
1-1	HVAC Systems	Forced Air Unit	1,480
1-1	Land Characteristic Influences	Open Space	1,480

Property Information

Home / PIN/Schedule Number / **Property Information**

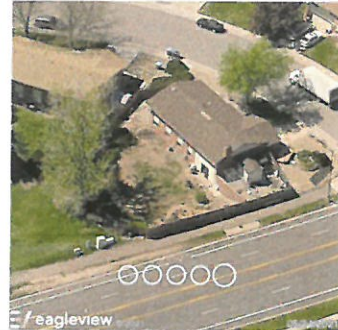
Property Information	Sales	History
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**PIN/Schedule**  
300111875  
**Owners**  
SMITH HARLEY L  
SMITH SUSAN A

**AIN/Parcel ID**  
49-292-09-001  
**Property Address**  
1916 S XENON ST  
LAKEWOOD, CO 80228

**Property Class**  
1212 Single Family Residential  
**Mailing Address**  
1916 S XENON ST  
LAKEWOOD, CO 80228

**Address and Political**  
Address Information



Legal Description

**Subdivision**  
367800 HUTCHINSONS GREEN MOUNTAIN VILLAGE FLG #30  
**Parcel Map**  
Map

**Interactive Map**  
Aspin  
**Interactive Map**  
jMap

Block	Lot	Tract/Key	Section	Township	Range	QSection	Land SQFT	Land Acres
167	0001		29	04	69		14,129	0.324
<b>Total</b>							<b>14,129</b>	<b>0.324</b>

**CAUTION: The above legal description is incomplete and for internal purposes only. DO NOT USE THE ABOVE LEGAL DESCRIPTION FOR DEEDS and other legal conveyances.**

Sale History

Sale Date	Sale Amount	Deed Type	Doc/Instr#
8/26/1976	\$46,500	Warranty Deed - Joint Tenancy	28960219

Property Valuation

**S** FIND COMPARABLE SALES

Mass Appraisal Valuation Explanation

Tax Year	Actual Land Value	Actual Imp Value	Actual Total Value	Assessed Land Value	Assessed Imp Value	Assessed Total Value	Notice of Valuation
2023 payable 2024	\$291,056	\$411,773	\$702,829	\$19,690	\$27,856	\$47,546	View Notice
2022 payable 2023	\$218,275	\$272,934	\$491,209	\$15,170	\$18,969	\$34,139	

Mill Levy Information

**REPORT  
EXHIBIT 6**

Tax Year	TAG	Authority	Mill Levy
2023 payable 2024	7033	COUNTY	TBD
		GREEN MTN WATER & SAN DIST	TBD
		LAKEWOOD	TBD
		REGIONAL TRANSPORTATION DIST	TBD
		SCHOOL	TBD
		URBAN DRAINAGE&FLOOD C SO PLAT	TBD
		URBAN DRAINAGE&FLOOD CONT DIST	TBD
		WEST METRO FIRE PROTECTION - G	TBD
		WEST METRO FIRE PROTECTION SUB	TBD
		<b>Total Mill Levy</b>	<b>TBD</b>
2022 payable 2023	7033	COUNTY	26.9780
		GREEN MTN WATER & SAN DIST	0.0000
		LAKEWOOD	4.7110
		REGIONAL TRANSPORTATION DIST	0.0000
		SCHOOL	46.1330
		URBAN DRAINAGE&FLOOD C SO PLAT	0.1000
		URBAN DRAINAGE&FLOOD CONT DIST	0.9000
		WEST METRO FIRE PROTECTION - G	12.7530
		WEST METRO FIRE PROTECTION SUB	0.6780
		<b>Total Mill Levy</b>	<b>92.2530</b>

Property Inventory

Neighborhood

3015 GREEN MOUNTAIN VILLAGE, ESTATES

Market Area

3 ResMA: Central Southeast Jeffco

Land

Land Use	State Tax Class	Size	Unit Type	Land Contributor	Contributor Category
Residential	1112	0.324	Acre	Location Factor 4 Minor Arterial frontage; 40 mph min. Open Area / Space	Location Factor Adjustments Traffic Open Area / Space

Improvements

	Impr#	Property Type	Design	Construction Class	Quality	Year Built	Adj Year	Remd Year	Cmp%	Gross Area	State Tax Class
Select	1-1	201 Single Family	010 1 Story/Ranch	Brick	Average	1973	1973		100%	1,492	1212

Impr#	Sub-Areas	Area-SQFT
1-1	Attached Garage	452
1-1	Basement Total	1,443
1-1	First Floor	1,492

Impr#	Structural Elements by Unit	# Units
1-1	3/4 Bath (3 fixture)	1
1-1	Bedroom (Above Grade)	2
1-1	Bedroom (Below Grade)	1



Impr#	Structural Elements by Unit	# Units
1-1	Fireplace (Above Grade)	1
1-1	Fireplace (Below Grade)	1
1-1	Full Bath+K+L	1
1-1	Nbr of Dwelling Units	1

Impr#	Structural Elements by SQFT	Description	Area-SQFT
1-1	Remodel Type	0%; As Is; Paint; Carpet	1,492
1-1	Interior Finish Type	Bsmt Finish W/O 2	1,154
1-1	Air Conditioning	Central Air / Package Unit	1,492
1-1	HVAC Systems	Forced Air Unit	1,492
1-1	Traffic Influences	Minor Arterial	1,492
1-1	Land Characteristic Influences	Open Space	1,492

©2023 Assessor Property Records Search – Jefferson County, CO

476399

103063 10

00 03.00 : :  
09299.59 : # CA  
00 03.00 : TL CA

1.10.1972

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned as owner, for and in consideration of One Dollar and other good and valuable consideration, hereby grants unto GREEN MOUNTAIN PARK WATER AND SANITATION DISTRICT, a water and sanitation district organized under the laws of the State of Colorado, an easement for the purpose of laying, installing and maintaining a water line or water lines, a sanitary sewer line or lines, together with all appurtenances thereunto appertaining, over, upon, across, in, through and under the property described as follows, situate in the State of Colorado, to-wit:

A parcel of land located in the SE 1/4 SW 1/4 and the SW 1/4 SE 1/4 all in Section 20, T4S, R69W of the 6th P.M., said parcel being 10.00 feet wide, 5.00 feet on either side of the following described centerline:

Beginning at a point that is 2341.00 feet West of the Southeast corner of said Section 20 and 40.00 feet North of the South line of said Section 20; thence N 62°30'00" W 303.26 feet to a point; thence N 74°40'00" W 400.00 feet to a point; thence N 40°15'00" W 210.00 feet to a point; thence N 55°15'00" W 235.00 feet to a point; thence S 77°00'00" W 237.49 feet to a point; thence N 80°30'00" W 263.04 feet to a point of terminus.

A parcel of land located in the SW 1/4 SW 1/4 of Section 20, T4S, R69W of the 6th P.M., said parcel being 10.00 feet wide and more particularly described as follows:

Beginning at the most Northerly corner of Lot 1 Block 132 Green Mountain Village Filing No. 25; thence N 33°02'00" E along the Easterly right-of-way line of South Welch Circle 10.87 feet to a point; thence leaving said right-of-way line S 33°50'35" E 410.06 feet to a point; thence S 72°43'14" E 562.97 feet to a point on the Northwesterly boundary line of the recorded plat of Green Mountain Village Filing No. 25; thence along said boundary S 50°16'46" W 11.92 feet to the most Westerly corner of Lot 14 Block 135; thence continuing along said boundary N 72°43'14" W 560.00 feet to a point; thence N 33°50'35" W 409.32 feet to the point of beginning.

A parcel of land located in the S 1/2 SW 1/4 of Section 20, T4S, R69W of the 6th P.M., said parcel being 20.00 feet wide and more particularly described as follows:

Beginning at the most Northerly corner of Lot 1 Block 127 Green Mountain Village Filing No. 25; thence N 55°29'44" E along the Easterly boundary of the recorded plat of Green Mountain Village Filing No. 25 a distance of 450.00 feet to a point; thence leaving said boundary S 34°30'16" E 20.00 feet to a point; thence S 55°29'44" W 446.95 feet to a point on the boundary of said Filing No. 25; thence N 43°10'00" W along said boundary 20.23 feet to the point of beginning.

Reserving, however, to the undersigned, its assigns and successors in interest, the right to utilize and enjoy the premises above-described, providing the same shall not interfere with the construction, maintenance, repairing, inspection and operation of said water or sewer lines; and providing further that the grantor shall not erect or place any building, trees, vegetation or other obstruction on the above-described right-of-way, and the grantee shall not be liable for their removal if they are so placed.

PAGE 1.

(Continued on PAGE 2.)

476399

COUNTY OF JEFFERSON  
STATE OF COLORADO  
FILED IN MY OFFICE ON

MAR 10 8 45 AM '72  
RECORDED IN 2351 510  
COUNTY CLERK & RECORDER

REPORT  
EXHIBIT 7

2351 510

This easement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest.

Dated at Lafayette, Colorado, this 10<sup>th</sup> day of January, 1972.

FOOTHILLS METROPOLITAN PARK AND RECREATION DISTRICT

BY Robert H. Weaver

ATTEST:

*appointed  
Edward A. Kelly  
attorney*  
Robert H. Koepfer  
Secretary of Foothills

STATE OF COLORADO )  
 ) ss.  
 )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 1972 by

Witness my hand and official seal.

My commission expires: July 17, 1975



Ben J. Greene  
Notary Public

1.11.1972

BOARD MEETING  
January 11, 1972

The Regular Meeting of the Board of Directors of Green Mountain Park Water and Sanitation District was called to order at 7:30 P.M., January 11, 1972, at 12074 West Virginia Avenue, Lakewood, Colorado by President Lester A. Willson.

Directors present were Lester Willson, Ralph Swaim, Lewis Short, Keith Kroneberger and Jack McDowell. Also present were George Owen, Manager; Ken Richards, Engineer; Betty Moore, Recording Secretary; and Bob Morrison, Hutchinson Homes.

Minutes of the Board Meeting of December 14, 1971 were read and approved after a motion by Jack McDowell, seconded by Ralph Swaim and unanimous vote. George advised the Board that changes requested by the Board in the November 15, 1971 and November 9, 1971 minutes had been made.

Bob Morrison presented the sewer plans for the remainder of Filing #25. After discussion by the Board, Ralph Swaim made a motion for approval, contingent on Ken Richards' approval of the plans. Motion was seconded by Keith Kroneberger and approved after unanimous vote.

Board requested that Bob Morrison submit a breakdown justifying the \$12,500 figure for the 3 acre reservoir site.

Bills were submitted to the Board for discussion and approval. On motion by Keith Kroneberger, seconded by Lew Short and unanimous vote, bills were approved and checks numbered 1936 thru 1998 were signed.

The Engineers Report was brief and consisted of Ken presenting the plans for Water Expansion #9. After discussion by Board, motion by Lew Short, second by Jack McDowell and unanimous vote, plans were approved and signatures affixed. Sets of the plans were also provided for all Board Members, George, Denver Water Board, and contractors.

Les requested George to submit to the Board a list of revenue and expenses, broken down by account numbers, for Fiscal Year 1971.

George reported that Northside Water and Sanitation District wants to negotiate a new contract with Green Mountain Park Water and Sanitation District and also stated that at present Northside has 514 taps. George also explained to the Board that a new development has been presented to the Northside Water and Sanitation District but that they want to get the water from Green Mountain Park Water and Sanitation District to serve this new development. Board will take this matter under consideration after more information is available.

Les advised the Board that July 6th and 7th had been designated as the trial dates for the sewer lawsuit.

George presented each Board Member with a letter outlining his managerial concepts and philosophies. Short discussion period followed.

George requested permission to buy 1 calculator and 1 new check protector machine. Board approved both requests and authorized George to purchase the machines.

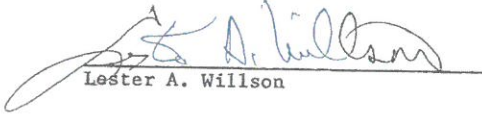
Les requested George to submit his efficiency report for evaluation by the Board.

The building addition was discussed again. Board instructed George to get estimates of the construction cost.

As there was no further business, on motion by Jack McDowell, seconded by Lew Short and unanimous vote, meeting was adjourned.

**REPORT  
EXHIBIT 8**

APPROVED:

  
Lester A. Willson

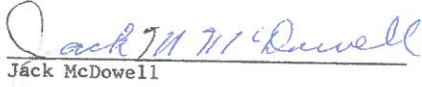
RESPECTFULLY SUBMITTED:

  
G. A. OWEN, Secretary

  
Ralph Swain

  
Keith Kroneberger

  
Lewis Short

  
Jack McDowell

2.14.1972

476398

COUNTY OF JEFFERSON  
STATE OF COLORADO  
FILED IN HIS OFFICE ON

RECORDED IN  
COUNTY CLERK & RECORDER  
MAR 10 8 46 AM '72  
2351 509

476398

DEED OF EASEMENT

09299.588 # CA  
00 01.50: IL CA  
00 01.51: 00

KNOW ALL MEN BY THESE PRESENTS:

103062510

That the undersigned as owner, for and in consideration of One Dollar and other good and valuable consideration, hereby grants unto GREEN MOUNTAIN PARK WATER AND SANITATION DISTRICT, a water and sanitation district organized under the laws of the State of Colorado, an easement for the purpose of laying, installing and maintaining a water line or water lines, a sanitary sewer line or lines, together with all appurtenances thereunto appertaining, over, upon, across, in, through and under the property described as follows, situate in the State of Colorado, to-wit:

A parcel of land located in the S $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 20, T4S, R69W of the 6th P.M., said parcel being 30.00 feet wide and more particularly described as follows:  
Commencing at the most Northerly corner of Lot 1, Block 127, Green Mountain Village, Filing No. 25; thence S 43°10'00" E 20.23 feet along the Northeasterly line of said Lot 1 to the true point of beginning; thence N 55°29'44" E 446.95 feet to a point; thence S 34°30'16" E 30.00 feet to a point; thence S 55°29'44" W 442.38 feet to a point on said Northeasterly line of Lot 1; thence N 43°10'00" W 30.35 feet to the true point of beginning.

Reserving, however, to the undersigned, its assigns and successors in interest, the right to utilize and enjoy the premises above-described, providing the same shall not interfere with the construction, maintenance, repairing, inspection and operation of said water or sewer lines; and providing further that the grantor shall not erect or place any building, trees, vegetation or other obstruction on the above-described right-of-way, and the grantee shall not be liable for their removal if they are so placed.

This easement shall insure to the benefit of and be binding upon the parties hereto and their successors in interest.

Dated at Lepewood, Colorado, this 14<sup>th</sup> day of February, 1972.

FOOTHILLS METROPOLITAN PARK AND RECREATION DISTRICT

By Hugh H. Bradley

ATTEST:  
Ralph W. Koepfer  
Secretary of Foothills

Approved:  
Not applicable.  
Attorney

STATE OF COLORADO )  
 ) ss.  
 )



The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 1972 by

Witness my hand and official seal.  
My commission expires:

July 17, 1975

Ben D. Greene  
Notary Public

REPORT  
EXHIBIT 9

2351 509

2.12.1975

Recorded at \_\_\_\_\_ o'clock **7:35:31**  
Reception **713591**

1975 JUN 11 PM 2:48

County of Jefferson State of C  
Recorder's Stamp

**2738 25**

00.04.0  
991894.6  
00.04.0

**THIS DEED.** Made this 12th day of February in the year of our Lord one thousand nine hundred and seventy-five between **THE FOOTHILLS METROPOLITAN RECREATION AND PARK DISTRICT**, formerly known as the South Jeffco Recreation and Park District, a quasi-municipal corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and **GREEN MOUNTAIN, INC.**,

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the second part,  
**WITNESSETH**, That the said party of the first part, for and in consideration of the sum of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**

**RECORDED**

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath remised, released, sold, conveyed and **QUIT CLAIMED**, and by these presents doth remise, release, sell, convey and **QUIT CLAIM** unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part hath in and to the following described property situate, lying and being in the County of Jefferson and State of Colorado, to-wit:

A parcel of land located in N1/2 of Section 29 and the S1/2 of Section 20, both in T4S, R69W of the 6th P.M. and more particularly described as follows: Beginning at a point on the South line of said S1/2 Section 20, said point being 3320.16 ft. West of the Southeast corner of said Section 20, said point also being on the boundary of the third described parcel recorded in Book 1783 at Page 290 of the records of Jefferson County, Colorado; thence N 61°13'14" W and along said boundary 580.00 ft. to a point; thence S 70°16'46" W 250.00 ft. to a point; thence S 50°16'46" W 180.00 ft. to a point; thence N 72°43'14" W 560.00 ft. to a point; thence leaving said boundary N 33°50'35" W and along the boundary of a parcel described in Book 1981 at Page 495 of the records of Jefferson County, Colorado, a distance of 409.32 ft. to a point; thence N 33°02'00" E 85.00 ft. to a point; thence S 58°23'33" E 304.19 ft. to a point; thence S 18°30'00" E 120.00 ft. to a point; thence S 74°30'00" E 260.00 ft. to a point; thence N 87°27'00" E 155.00 ft. to a point; thence N 37°15'00" E 245.00 ft. to a point; thence N 67°25'00" W 195.00 ft. to a point; thence N 38°35'00" E 140.00 ft. to a point; thence S 62°00'00" E 200.00 ft. to a point; thence S 80°30'00" E 300.00 ft. to a point; thence N 63°00'00" E 95.00 ft. to a point; thence N 24°35'00" W 190.00 ft. to a point; thence N 43°10'00" W 430.00 ft. to a point; thence N 55°29'44" E 450.00 ft. to a point on the boundary of a parcel described in Book 1568 at Page 346 of the records of Jefferson County, Colorado; thence along the Southwesterly boundary of said parcel and the Southwesterly boundary of a parcel described in Book 1981 at Page 493, S 34°30'16" E 559.46 ft. to a point; thence S 51°00'16" E 1329.89 ft. to a point on the boundary of that certain parcel described in Book 1783 at Page 290 of the records of Jefferson County, Colorado; thence along said boundary S 89°46'46" W 210.39 ft. to a point; thence S 56°15'00" W 431.51 ft. to a point; thence S 66°52'32" W 537.20 ft. to a point; thence N 00°13'14" W 407.42 ft. to the point of beginning, said parcel contains 34.00 acres Jefferson County, Colorado

State Documentary Fee  
Date 6/11/75  
\$ 76.00 Collected


**2738 25**

see attached legal description

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest:

*Robert E. Lee*  
Secretary.  


THE FOOTHILLS METROPOLITAN RECREATION AND PARK DISTRICT

By *David J. Welton*  
President.

By .....

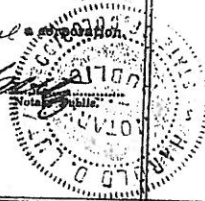
STATE OF COLORADO, }  
County of Jefferson } ss.

The foregoing instrument was acknowledged before me this 12th day of February

19 75, by *David J. Welton* as President and  
*Robert E. Lee* as Secretary of

The Foothills Metropolitan Recreation and Park District, a quasi municipal corporation.

My commission expires *June 2, 1977*  
Witness my hand and official seal.

*David J. Welton*  




2.13.75

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M. 1975 JUN 11 PM 2:48  
Reception No. 713592 Recorder

713592

County of Jefferson State of CO  
Recorded IN Recorder's Stamp  
2738 27

GREEN MOUNTAIN, INC., a Colorado corporation

whose address is 2360 West Second Avenue  
City and County of Denver and State of  
Colorado for the consideration of

Less than One Hundred (100) ----- Dollars,

in hand paid, hereby sell(s) and convey(s) to

CITY OF LAKEWOOD, COLORADO, a Municipal corporation

West 16th Avenue, Lakewood, whose address is 8715

Colorado, County of Jefferson and State of  
in the County of Jefferson and State of Colorado, to-wit:

A parcel of land located in N1/2 of Section 29 and the S1/2  
of Section 20, both in T4S, R69W of the 6th P.M. and more  
particularly described as follows: Beginning at a point  
on the South line of said S1/2 Section 20, said point being  
3320.16 ft. West of the Southeast corner of said Section 20,  
said point also being on the boundary of the third described  
parcel recorded in Book 1783 at Page 290 of the records of  
Jefferson County, Colorado; thence N 61°13'14" W and along  
said boundary 580.00 ft. to a point; thence S 70°16'46" W  
250.00 ft. to a point; thence S 50°16'46" W 180.00 ft. to a  
point; thence N 72°43'14" W 560.00 ft. to a point; thence  
leaving said boundary N 33°50'35" W and along the boundary  
of a parcel described in Book 1981 at Page 495 of the records  
of Jefferson County, Colorado, a distance of 409.32 ft. to a  
point; thence N 33°02'00" E 85.00 ft. to a point; thence S  
58°23'33" E 304.19 ft. to a point; thence S 18°30'00" E 120.00  
ft. to a point; thence S 74°30'00" E 260.00 ft. to a point;  
thence N 87°27'00" E 155.00 ft. to a point; thence N 37°15'00"  
E 245.00 ft. to a point; thence N 67°25'00" W 195.00 ft. to a  
point; thence N 38°35'00" E 140.00 ft. to a point; thence S  
62°00'00" E 200.00 ft. to a point; thence S 80°30'00" E 300.00  
ft. to a point; thence N 63°00'00" E 95.00 ft. to a point;  
thence N 24°35'00" W 190.00 ft. to a point; thence N 43°10'00"  
W 430.00 ft. to a point; thence N 55°29'44" E 450.00 ft. to a  
point on the boundary of a parcel described in Book 1568 at  
Page 346 of the records of Jefferson County, Colorado; thence  
along the Southwesterly boundary of said parcel and the South-  
westerly boundary of a parcel described in Book 1981 at Page  
493, S 34°30'16" E 559.46 ft. to a point; thence S 51°00'16"  
E 1329.89 ft. to a point on the boundary of that certain parcel  
described in Book 1783 at Page 290 of the records of Jefferson  
County, Colorado; thence along said boundary S 89°46'46" W 216.39  
ft. to a point; thence S 56°15'00" W 431.51 ft. to a point; thence  
S 66°52'32" W 537.20 ft. to a point; thence N 00°13'14" W 407.42  
ft. to the point of beginning, said parcel contains 34.00 acres;

00 04.00.00  
991894.69  
00 04.00.00

103616511

State Documentary  
June 11, 1975  
No. 103616511

2738 27

SEE LEGAL DESCRIPTION ATTACHED  
HERE TO AND MADE A PART HEREOF

with all its appurtenances and warrant(s) the title to the same, subject to reservations,  
restrictions, easements and rights of way of record; and general taxes and  
special assessments, if any.  
This property is conveyed to be utilized and developed as a public park.

Signed this 13th day of February, 19 75



*[Signature]*  
R. Nicholas, Assistant Secretary

GREEN MOUNTAIN, INC.  
By: *[Signature]*  
W. L. Hamilton, Vice President

STATE OF COLORADO

County of \_\_\_\_\_ } SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
19 \_\_\_\_\_, by

My commission expires \_\_\_\_\_, 19 \_\_\_\_  
Witness my hand and official seal.

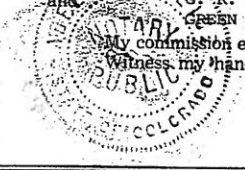
Notary Public

STATE OF COLORADO

City and County of Denver } SS

The foregoing instrument was acknowledged before me this 13th day of February  
1975 by *[Signature]* W. L. HAMILTON as Vice President  
and *[Signature]* G. R. NICHOLAS as Asst. Secretary of  
GREEN MOUNTAIN, INC. a corporation.

My commission expires January 2, 1976.  
Witness my hand and official seal.



*[Signature]*  
Notary Public

Satutory Deed with warranties—joint tenancy (Section 118-1-13 and 118-2-1 Colorado Revised  
Statutes 1953, as amended 1961).

\*If joint tenancy is not desired, strike the phrase between the asterisks.

11.10.2004



CITY OF LAKEWOOD  
PUBLIC WORKS DEPARTMENT  
480 SOUTH ALLISON PARKWAY  
CIVIC CENTER NORTH  
LAKEWOOD, CO 80226-3127  
303.987.7900 (voice)  
303.987.7926 (direct/phonemail)  
393.987.7900 (TDD)  
303.987.7979 (fax)

November 10, 2004

Mr Dave Hartkopf  
General Manager  
Green Mountain Water & Sanitation District  
13919 W Utah Ave  
Lakewood, CO 80228

Re: Ravine Park Foot Bridge,  
2004 Improvement Program

Dear Dave;

The City of Lakewood owns all of Ravine Park; foot bridges, etc. While GMW & S District has an easement through the subject area, it is wholly owned by the City.

The requirement by GMW & S to add a drain line with valve on the East side of the foot bridge resulted in the addition of a retaining wall. This changed the configuration of the existing terrain. This configuration change resulted in what could be a potentially dangerous situation for bikers, etc.

For this reason, the City is requiring the addition of a six foot high chain link fence from the West wing wall of the foot bridge West for fifty (50) feet and an additional twenty-five (25) feet of forty-two (42) inch high chain link fence. The location of the fence to be mutually agreed to by the City and GMW&S.

Sincerely,

Bob Tennant  
Construction Inspector

Cc: John Anderson  
Dave Clute  
Wycon Construction  
McLaughlin-Rincon Engineers

REPORT  
EXHIBIT 12

8.27.2020

**Fidelity National Title Insurance Company  
TITLE REPORT**

**SCHEDULE A**

**Title Report No:** F0682869-122-LF

1. **Effective Date:** August 24, 2020 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

**A Fee Simple**

3. Title to the estate or interest in the land is at the Effective Date vested in:

[City of Lakewood, Colorado, a Municipal corporation](#)

4. The land referred to in this Title Report is described as follows:

**See Attached Legal Description**

(for informational purposes only) 12501 W Jewell Ave, Sch. #'s300206288/300196993, Lakewood, CO 80228

## Attached Legal Description

A parcel of land located in the N1/2 of Section 29 and the S1/2 of Section 20, both in T4S, R69W of the 6<sup>th</sup> P.M., and more particularly described as follows:

Beginning at a point on the South line of said S1/2 of Section 20, said point being 3320.16 feet West of the Southeast corner of said Section 20, said point also being on the boundary of the Third described parcel recorded in book [1783 at Page 290](#) of the records of Jefferson County, Colorado; thence N61°13'14"W and along said boundary 580.00 feet to a point; thence S70°16'46"W 250.00 feet to a point; thence S50°16'46"W 180.00 feet to a point; thence N72°43'14"W 560.00 feet to a point; thence leaving said boundary N33°50'35"W and along the boundary of a parcel described in [Book 1981 at Page 495](#) of the records of Jefferson County, Colorado, a distance of 409.32 feet to a point; thence N33°02'00"E 85.00 feet to a point; thence S58°23'33"E 304.19 feet to a point; thence S18°30'00"E 120.00 feet to a point; thence S74°30'00"E 260.00 feet to a point; thence N87°27'00"E 155.00 feet to a point; thence N37°15'00"E 245.00 feet to a point; thence N67°25'00"W 195.00 feet to a point; thence N38°35'00"E 140.00 feet to a point; thence S62°00'00"E 200.00 feet to a point; thence S80°30'00"E 300.00 feet to a point; thence N63°00'00"E 95.00 feet to a point; thence N24°35'00"W 190.00 feet to a point; thence N43°10'00"W 430.00 feet to a point; thence N55°29'44"E 450.00 feet to a point on the boundary of a parcel described in [Book 1568 at Page 346](#) of the records of Jefferson County, Colorado; thence along the Southwesterly boundary of said parcel and the Southwesterly boundary of a parcel described in [Book 1981 at Page 493](#), S34°30'16"E 559.46 feet to a point; thence S51°00'16"E 1329.89 feet to a point on the boundary of that certain parcel described in [Book 1783 at Page 290](#) of the records of Jefferson County, Colorado; thence along said boundary S89°46'46"W 210.39 feet to a point; thence S56°15'00"W 431.51 feet to a point; thence S66°52'32"W 537.20 feet to a point; thence N00°13'14"W 407.42 feet to the point of beginning, County of Jefferson, State of Colorado.

## SCHEDULE B

### Exceptions

1. Reservations made by the Union Pacific Railway Company in deed recorded December 7, 1899 in [Book 114 at Page 147](#), providing substantially as follows:  
  
Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same; and any and all assignments thereof or interests therein.  
Quitclaim Deed recorded April 14, 1971 in Book [2251 at Page 796](#).  
Release and Quitclaim Deed recorded November 23, 1998 at Reception No. [F0741256](#).  
Request for Notification of Surface Development recorded May 16, 2002 at Reception No. [F1483978](#).
2. Terms, conditions, provisions, agreements and obligations contained in the Deeds as set forth below:  
  
Recording Date: February 9, 1970  
Recording No.: [Book 2160 at Page 321](#)  
Recording Date: June 11, 1975  
Recording No.: [Book 2738 at Page 25](#)  
Recording Date: June 11, 1975  
Recording No.: [Book 2738 at Page 27](#)
3. Terms, conditions, provisions, agreements and obligations contained in the Deed of Easement as set forth below:  
  
Recording Date: March 10, 1972  
Recording No.: [476398](#)
4. Terms, conditions, provisions, agreements and obligations contained in the Deed of Easement as set forth below:  
  
Recording Date: March 10, 1972  
Recording No.: [476399](#)
5. Terms, conditions, provisions, agreements and obligations contained in the Grant of Easement for Water line as set forth below:  
  
Recording Date: May 1, 1975  
Recording No.: [704922](#)
6. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the West Metro Fire Protection District, as evidenced by instrument(s) recorded April 23, 2002 at Reception No. [F1468134](#).

**END OF EXCEPTIONS**

**THIS IS A TITLE REPORT ONLY. This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

**Exhibit C**  
**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.



NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE



James Beckwith &lt;ithamer47@gmail.com&gt;

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**Lakewood CORA**

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**Karen Morgan** <Karen.Morgan@greenmountainwater.org>  
To: James Beckwith <ithamer47@gmail.com>

Wed, Aug 16, 2023 at 11:47 AM

Jim,

Attached are the records I have from my original 2020 CORA request. This was pretty inclusive so I don't think it's worth doing another.

The original request was for:

All records including but not limited to correspondence, receipts, memos, meeting minutes, conveyance documents, vesting deeds, and/or easement records for the Ravine[s] Open Space (Parcel ID #49-203-00-003 PIN, Schedule #300206288) and/or all structural improvements within the Ravine Park Open Space for the last 20 years;

and,  
all maintenance records, including but not limited to work done on structures, bridges, overpasses, utility easements and/or trails for the Ravine[s] Open Space over the last 20 years;

and,  
all records including the vendor file and documents for the recent repaving of the bridge within the Ravine[s] Open Space at the northeast corner of [12913 W MONTANA DR LAKEWOOD CO 80228](#).

Please search all Lakewood records within all departments, and specifically within the following Lakewood departments:

Community Resources  
Public Works  
Finance  
Planning  
City Clerk's Office

Karen Morgan  
Board of Directors  
[karen.morgan@greenmountainwater.org](mailto:karen.morgan@greenmountainwater.org)  
Mobile (303) 249-2093  
[www.greenmountainwater.org](http://www.greenmountainwater.org)



**REPORT  
EXHIBIT 14**

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 **Re\_Public\_Records\_Request.zip**  
2145K



REGULATION AND STRUCTURE

PROPOSED GREEN MOUNTAIN VILLAGE - A Planned Development

ART 11. GENERAL INTENT

The intent of this development is to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood.

ART 12. GENERAL INTENT

The purpose of this plan is to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood.

ART 13. GENERAL INTENT

The purpose of this plan is to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood.

ART 14. GENERAL INTENT

The purpose of this plan is to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood.

ART 15. GENERAL INTENT

The purpose of this plan is to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood.

ART 16. GENERAL INTENT

The purpose of this plan is to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood.

ART 17. GENERAL INTENT

The purpose of this plan is to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood. The development shall be designed to provide a variety of housing opportunities for the City of Lakewood.

HUTCHINSONS

GREEN

MOUNTAIN

VILLAGE

PLANNED DEVELOPMENT





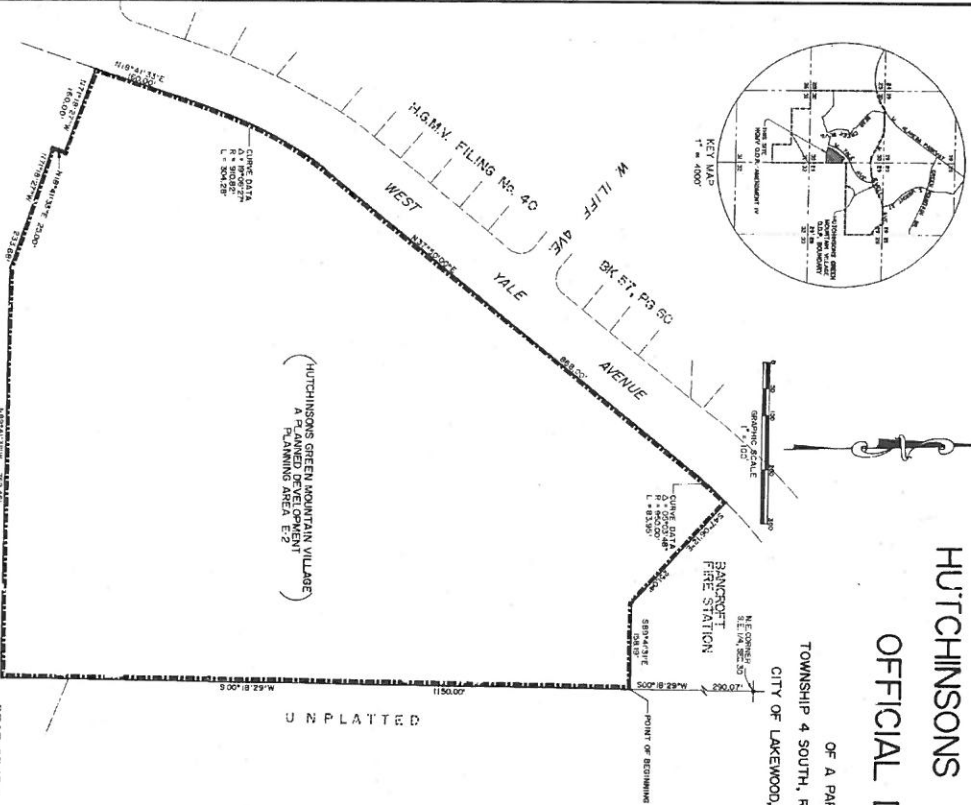




# HUTCHINSONS GREEN MOUNTAIN VILLAGE OFFICIAL DEVELOPMENT PLAN IV

OF A PARCEL OF LAND LYING WITHIN SECTION 30,  
TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO.

SHEET 1 of 1



H.S.M.V. FILING NO. 18  
BK 30, PG 30

BEAR CREEK  
FILING NO. 1  
PSS 36-40

UNPLATTED

LEGEND  
PERIMETER OF PLANNING AREA

(HUTCHINSONS GREEN MOUNTAIN VILLAGE)  
A PLANNING AREA

I. INTENT

THE INTENT OF THIS SECTION IS TO PROVIDE FOR THE DEVELOPMENT OF THE VILLAGE WITHIN THE OFFICIAL DEVELOPMENT PLAN IV TO A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AREA OF 12 1/2 ACRES.

II. DEVELOPMENT STANDARDS

A. APPROVAL OF THIS OFFICIAL DEVELOPMENT PLAN.

B. PROHIBITION OF NON-RESIDENTIAL DEVELOPMENT.

C. ZONING PLAN.

1) APPLICABLE DEVELOPMENT STANDARDS SHALL BE THOSE OF THE ZONING PLAN.

2) THE INTENT OF THIS SECTION IS TO PROVIDE FOR THE DEVELOPMENT OF THE VILLAGE WITHIN THE OFFICIAL DEVELOPMENT PLAN IV TO A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AREA OF 12 1/2 ACRES.

III. PERMITTED USES

A. SINGLE-FAMILY DETACHED RESIDENTIAL HOMES.

B. ACCESSORIES TO RESIDENTIAL HOMES.

C. HOME OCCUPATIONS AS DEFINED IN THE LAKEWOOD ZONING ORDINANCE.

IV. DEVELOPMENT STANDARDS

THE PROPOSED DEVELOPMENT STANDARDS SHALL ADDRESS MINIMUM LOT AREA, LOT COVERAGE, MINIMUM FRONT SETBACKS, MINIMUM SIDE AND REAR SETBACKS, MINIMUM FRONT YARD SCREENING, MINIMUM FRONT YARD FENCING, MINIMUM FRONT YARD OPEN SPACE, MINIMUM SIDE AND REAR OPEN SPACE, MINIMUM SIDE AND REAR SETBACKS, MINIMUM SIDE AND REAR SETBACKS, MINIMUM SIDE AND REAR SETBACKS.

V. OMISSION STATEMENT

IF A QUESTION ARISES REGARDING A DEVELOPMENT STANDARD WHICH IS OMISSION FROM THIS OFFICIAL DEVELOPMENT PLAN IV, THE DEVELOPER SHALL CONSULT WITH THE CITY OF LAKEWOOD PLANNING DEPARTMENT AND THE CITY CLERK. IF THE DEVELOPER IS NOT SATISFIED WITH THE CITY OF LAKEWOOD PLANNING DEPARTMENT AND THE CITY CLERK'S RESPONSE, THE DEVELOPER MAY APPEAL TO THE CITY OF LAKEWOOD PLANNING COMMISSION. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAKEWOOD PLANNING DEPARTMENT AND THE CITY CLERK.

APPROVED BY THE CITY OF LAKEWOOD PLANNING COMMISSION ON THIS 12th DAY OF MARCH 1993

Chairman: *[Signature]*

Secretary: *[Signature]*

City Clerk: *[Signature]*

Recorder's Certificate: *[Signature]*

ACCEPTED FOR FILING IN THE OFFICE OF THE JEFFERSON COUNTY CLERK AND RECORDER AT BOULDER, COLORADO ON THIS 27th DAY OF MARCH 1993.

Jefferson County Clerk and Recorder: *[Signature]*

City of Lakewood: *[Signature]*

# HUTCHINSONS GREEN MOUNTAIN VILLAGE OFFICIAL DEVELOPMENT PLAN V

OF A PARCEL OF LAND LYING WITHIN SECTIONS 30 AND 31  
TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO.  
SHEET 1 OF 1

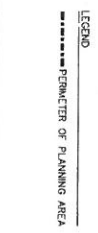
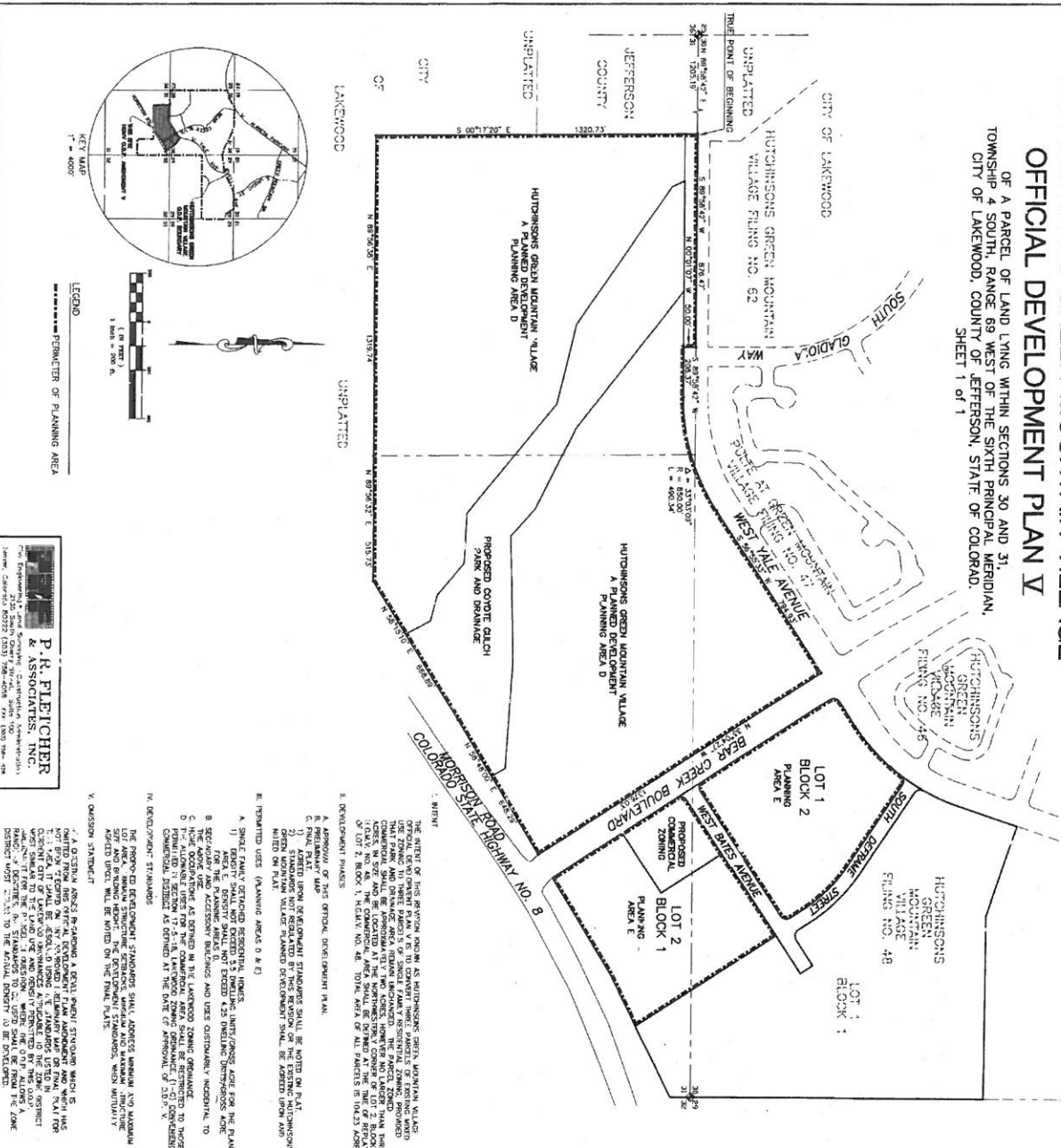
DATE: 12-15-93  
REC: 9313687

7:05 P.M.

Jefferson County  
State of Colorado

710-

U.S. DIST. COURT  
RECEIPTION NO. 9313687  
RECORDING DATE 08-27-93



**P. R. FLETCHER**  
P. R. FLETCHER & ASSOCIATES, INC.  
2125 South County Way, Suite 100, Denver, CO 80222  
Phone: (303) 733-7800

- I. INTENT
- II. GENERAL STANDARDS
- III. DEVELOPMENT PHASES
- IV. DEVELOPMENT STANDARDS
- V. DESIGN STANDARDS
- VI. REGULATED USES (PLANNED AREAS D & E)
- VII. GENERAL STANDARDS
- VIII. DEVELOPMENT STANDARDS
- IX. DESIGN STANDARDS

**OWNERS CERTIFICATE**  
I, the undersigned, being the owner of the above described land, do hereby certify that the above described land is being offered for sale to the public and that the above described land is being offered for sale to the public in accordance with the provisions of the Colorado Revised Statutes, Chapter 38, Article 10, Section 10-1-101, et seq.

**ABSTRACTS**  
APPROVED BY THE CITY OF LAKEWOOD PLANNING COMMISSION ON THIS 12th DAY OF DECEMBER 1993.

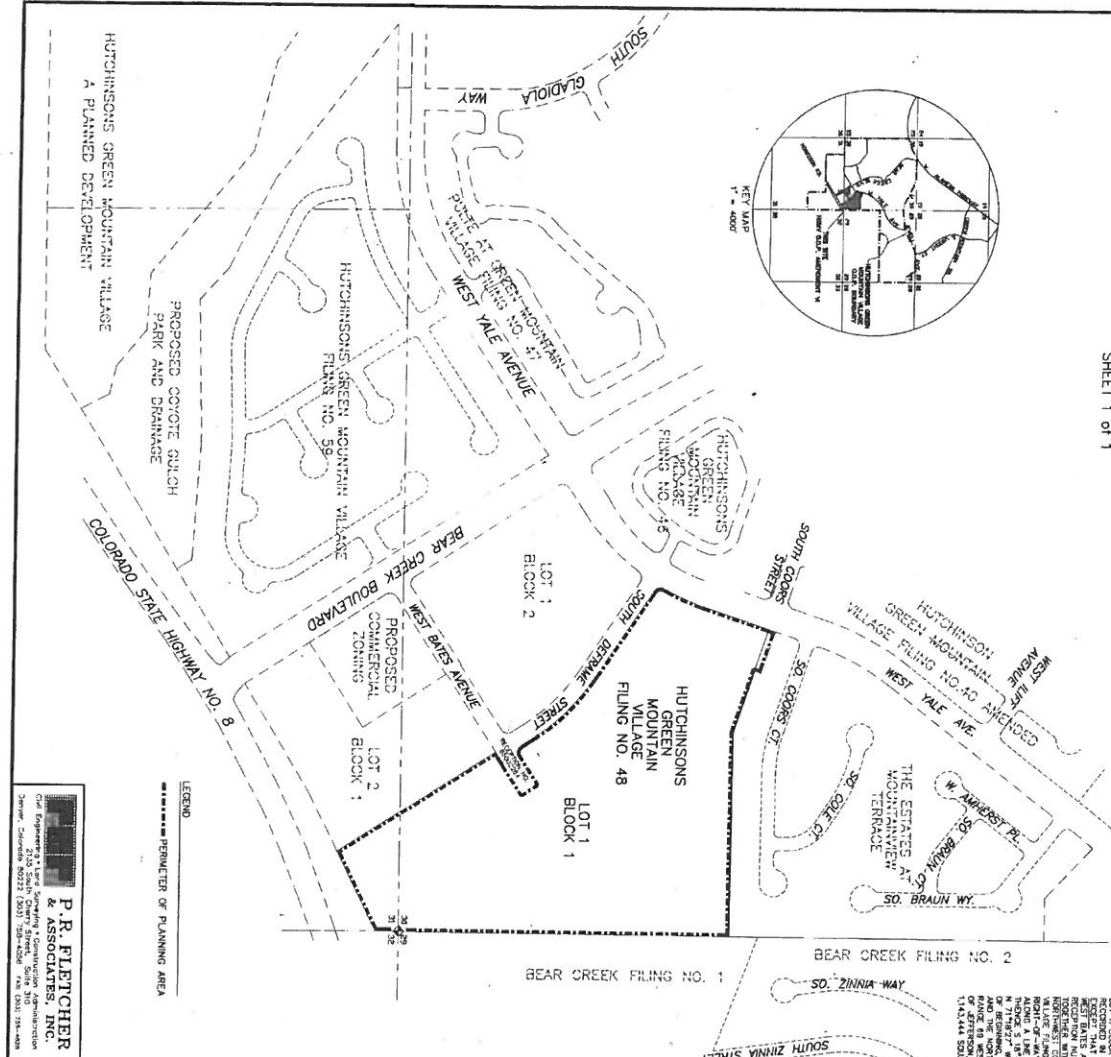
**RECORDED'S CERTIFICATE**  
ACCEPTED FOR FILING IN THE OFFICE OF THE JEFFERSON COUNTY CLERK AND RECORDER AT DENVER, COLORADO ON THIS 27th DAY OF AUGUST 1993.



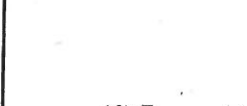
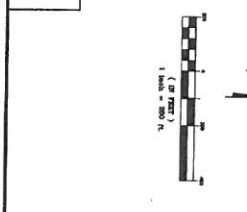
SHEET 1 OF 1  
WB-145  
WB-990

OFFICIAL DEVELOPMENT PLAN VI

HUTCHINSONS GREEN MOUNTAIN VILLAGE  
 OFFICIAL DEVELOPMENT PLAN VI  
 OF A PARCEL OF LAND LYING WITHIN SECTIONS 30 AND 31,  
 TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
 CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO  
 SHEET 1 of 1



**P. R. FLETCHER & ASSOCIATES, INC.**  
 Civil Engineers & Land Surveying & Construction Administration  
 Denver, Colorado 80221 (303) 733-5200  
 Office: 1500 17th Street, Suite 310, Denver, CO 80202  
 Phone: (303) 733-5200



**LEGAL DESCRIPTION**  
 LOT 1, BLOCK 1 OF HUTCHINSONS GREEN MOUNTAIN VILLAGE FILING NO. 48 AS DESCRIBED IN THE CITY OF LAKEWOOD RECORDS...  
 BEAR CREEK FILING NO. 1  
 BEAR CREEK FILING NO. 2

**LAND USE**  
 THE RIGHT OF THE INCORPORATION BOARD OF HUTCHINSONS GREEN MOUNTAIN VILLAGE...  
 THE PROPOSED DEVELOPMENT STANDARDS SHALL MEET THE FOLLOWING STANDARDS:  
 A. APPROVAL OF THIS OFFICIAL DEVELOPMENT PLAN...  
 B. APPROVAL OF THE CITY OF LAKEWOOD CITY COUNCIL...  
 C. APPROVAL OF THE CITY OF LAKEWOOD CITY ENGINEER...  
 D. APPROVAL OF THE CITY OF LAKEWOOD CITY PLANNING COMMISSION...  
 E. APPROVAL OF THE CITY OF LAKEWOOD CITY ATTORNEY...  
 F. APPROVAL OF THE CITY OF LAKEWOOD CITY CLERK...  
 G. APPROVAL OF THE CITY OF LAKEWOOD CITY RECORDS...  
 H. APPROVAL OF THE CITY OF LAKEWOOD CITY ENGINEER...  
 I. APPROVAL OF THE CITY OF LAKEWOOD CITY PLANNING COMMISSION...  
 J. APPROVAL OF THE CITY OF LAKEWOOD CITY ATTORNEY...  
 K. APPROVAL OF THE CITY OF LAKEWOOD CITY CLERK...  
 L. APPROVAL OF THE CITY OF LAKEWOOD CITY RECORDS...

**OWNER CERTIFICATE**  
 I, the undersigned, being the owner of the land described in the above description, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I have read and understand the contents of this Official Development Plan and the standards thereunder, and that I have approved the same, and that I have authorized the undersigned to execute this certificate on my behalf.  
 SIGNED AND SEALED THIS 12th DAY OF September, 1983.  
 OWNER: *Richard C. Sawyer*  
 BY: *Richard C. Sawyer*, President  
 ATTEST: *Richard C. Sawyer*, Secretary

**APPROVALS**  
 APPROVED BY THE CITY OF LAKEWOOD PLANNING COMMISSION ON THIS 12th DAY OF September, 1983.  
 APPROVED BY THE CITY OF LAKEWOOD CITY COUNCIL ON THIS 12th DAY OF September, 1983.  
 APPROVED BY THE CITY OF LAKEWOOD CITY ENGINEER ON THIS 12th DAY OF September, 1983.  
 APPROVED BY THE CITY OF LAKEWOOD CITY PLANNING COMMISSION ON THIS 12th DAY OF September, 1983.  
 APPROVED BY THE CITY OF LAKEWOOD CITY ATTORNEY ON THIS 12th DAY OF September, 1983.  
 APPROVED BY THE CITY OF LAKEWOOD CITY CLERK ON THIS 12th DAY OF September, 1983.  
 APPROVED BY THE CITY OF LAKEWOOD CITY RECORDS ON THIS 12th DAY OF September, 1983.

**RECORDERS CERTIFICATE**  
 I, the undersigned, being the official of the City of Lakewood, Colorado, do hereby certify that the above described Official Development Plan has been duly filed for record in the City of Lakewood, Colorado, and that the same is a true and correct copy of the original as filed.

RECORDED IN THE CITY OF LAKEWOOD, COLORADO, OFFICIAL RECORDS, BOOK 100, PAGE 100.  
 SHEET 1 OF 1  
 HUTCHINSONS GREEN MOUNTAIN VILLAGE O.D.P. VI

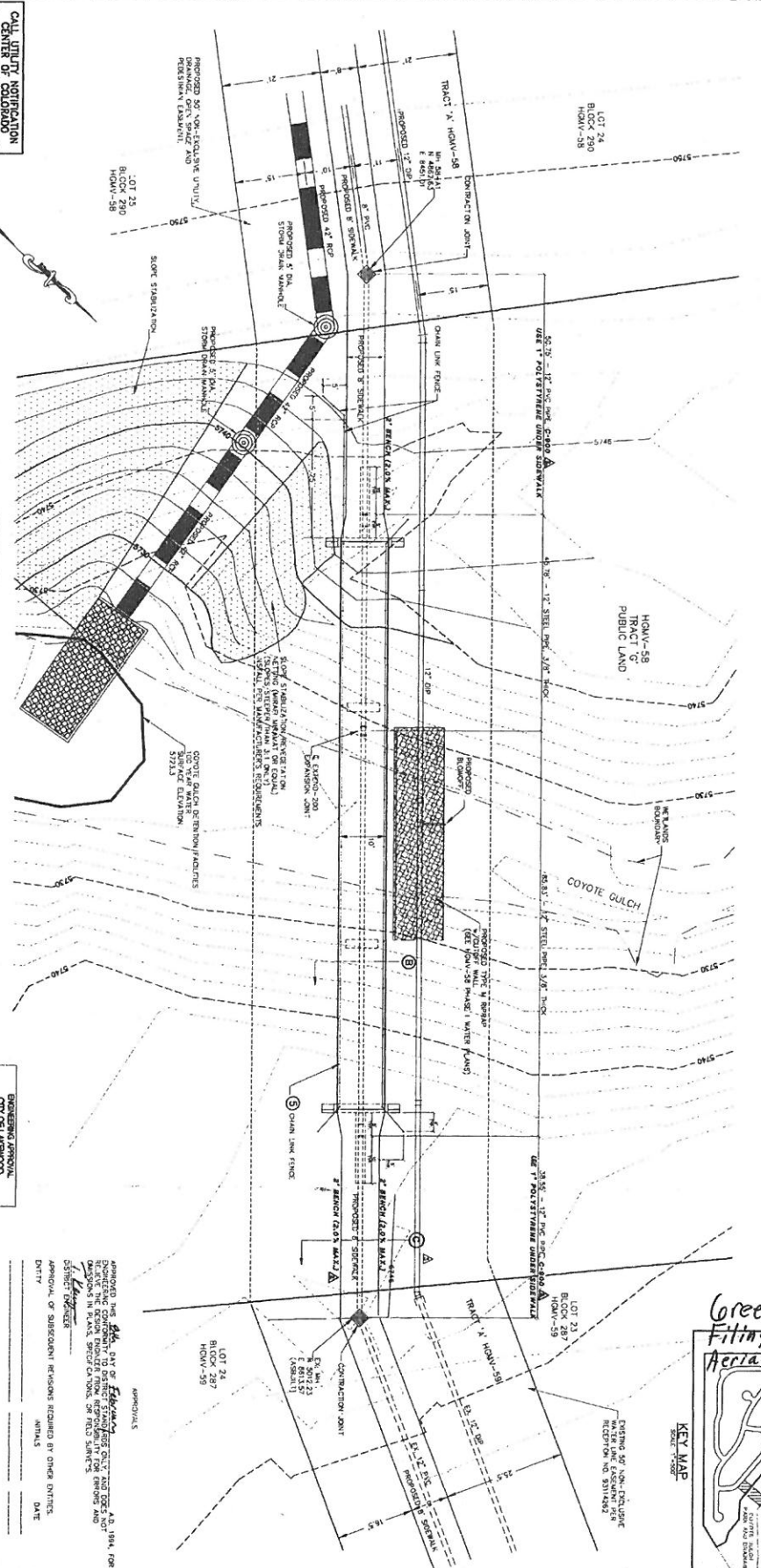


31111

# HUTCHINSONS GREEN MOUNTAIN VILLAGE

## PEDESTRIAN BRIDGE/AERIAL SEWER

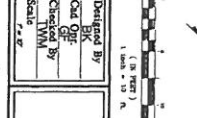
### PLAN VIEW



**CALL US FOR ASSISTANCE**  
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 534-6700 IN COLORADO  
 OFFICE, YOU CAN TRAVEL TO  
 ANYWHERE IN THE UNITED STATES

NO. DATE	DESCRIPTION	REVISION
1/1/72	10/10/72	10/10/72

DESIGNED BY: **J.M. RAY**  
 CHECKED BY: **J.M. RAY**  
 SCALE: **1" = 40'**



**BENCHMARK:**  
 CITY OF LASERWOOD, LOT 24, 25  
 BACK OF MAIN FIRE DEPARTMENT  
 CORNER INTERSECTION N 300' E 100' W  
 AND S 300' E 100' W  
 ELEVATION 5873.10

**P.R. FLETCHER**  
 ENGINEER  
 4251 E. JENSEN AVE.  
 DENVER, COLORADO 80222 (303) 758-4628

**CONTRACTOR'S APPROVAL:**  
 NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**CITY ENGINEER'S APPROVAL:**  
 NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

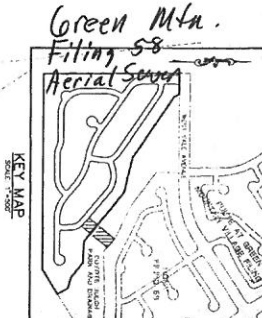
**CITY TOWNSHIP:** \_\_\_\_\_

**APPROVED THIS 14th DAY OF February 1984, FOR ENGINEERING CONTRACT TO DESIGN, PREPARE PLANS, AND TO CONSTRUCT AND MAINTAIN THE PEDESTRIAN BRIDGE AND AERIAL SEWER SYSTEM SHOWN ON THESE PLANS.**

**APPROVED THIS 14th DAY OF February 1984, FOR THE DESIGN, CONSTRUCTION, WATER & SANITATION SYSTEM FOR THE EXTENSION OF THE PEDESTRIAN BRIDGE AND AERIAL SEWER SYSTEM SHOWN ON THESE PLANS.**

**APPROVED THIS 14th DAY OF February 1984, FOR THE DESIGN, CONSTRUCTION, WATER & SANITATION SYSTEM FOR THE EXTENSION OF THE PEDESTRIAN BRIDGE AND AERIAL SEWER SYSTEM SHOWN ON THESE PLANS.**

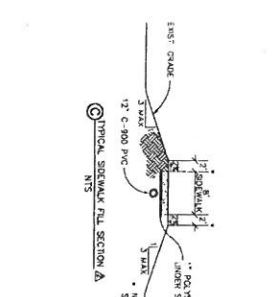
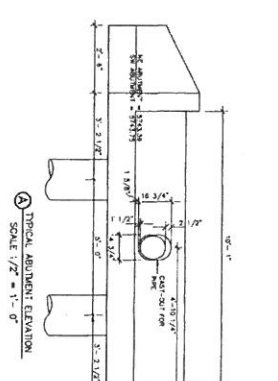
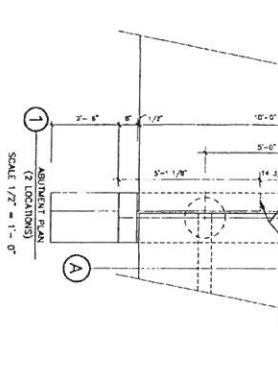
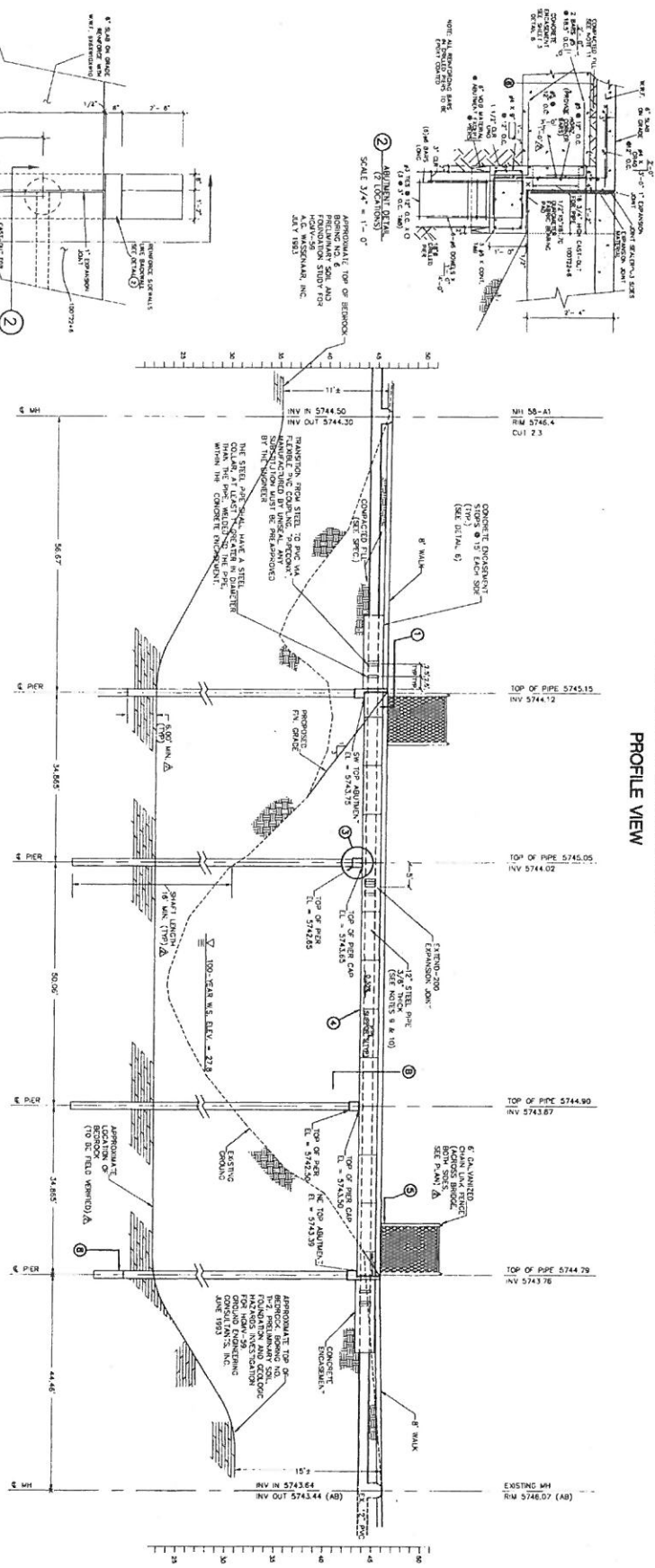
PROJECT NO: 47818  
 DATE: 1/19/83  
 SHEET: 1 of 3



C:\DWG\1983\1019\1019.dwg, 10/10/83, 10/10/83, 10/10/83, 10/10/83

# HUTCHINSONS GREEN MOUNTAIN VILLAGE

## PEDESTRIAN BRIDGE/AERIAL SEWER PROFILE VIEW



DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
NO. DESCRIPTION	REVISION

**P. R. FLETCHER & ASSOCIATES, INC.**  
 Civil Engineers & Surveyors  
 10000 Green Mountain Village  
 Denver, Colorado 80222 (303) 758-4000 FAX (303) 758-4000

**HUTCHINSONS GREEN MOUNTAIN VILLAGE**  
**PEDESTRIAN BRIDGE/AERIAL SEWER**

**FILE NO. 58**  
 MAY 12 1994

Project No. 47618  
 Date 7/19/93  
 Sheet 2 of 3

**QUALITY OF CONSTRUCTION**  
 1-800-922-1987  
 303-441-6700  
 303-441-6700  
 303-441-6700

**ENGINEERING APPROVAL**  
 P. R. FLETCHER  
 CIVIL ENGINEER  
 LICENSE NO. 10000  
 STATE OF COLORADO

**BENCHMARK:**  
 CITY OF LANDMARK ELEV. ANT. DS-17  
 CORNER REFERENCE ON N SIDE OF WEST  
 AND S. YONG WAY  
 ELEVATION 5689.70

**CITY ENGINEER:** DATE



