

REPORT / RAVINES PARK BRIDGE

Mr. James A. Beckwith, Esq. Copyright August, 2023





Jeffesson County offers this service for informational purposes only for the convenience of the user and assumes no labelity whatsoever associated with the unique of misuse of this data. This data is provided as is and Jefferson County disclaims all representations and warrantees expressed or implied, including without limitation all representations and warrantees as to the completeness, accuracy, correctness, merchantibitity and fitness for a particular purpose of any data arrange of the mile alled characts.



Author:

TABLE OF CONTENTS

		Pg.
I. II. IV. V. V.	RELEVANT LAND AREA THE OBJECTS AT ISSUE DEVELOPMENT BACKGROUND REASONABLE FACTUAL CONCLUSIONS LEGAL RULES CONCLUSIONS	3
	FIGURES	
Fig. #1	l / Excerpt, Lakewood "Ravines Open Space Park"	3
_	2 / Excerpt, Pg. 2, Green Mountain Filing #25 / Rec. #450153	5
Fig. #3	3 / Excerpt, King Project #2022-0301	6
Fig. #4	4 / Excerpt, Pg. 1, Filing #25	7
Fig. #5	5 / Excerpt, Pg. 2, Filing #25	7
Fig. #6	6 / Google Earth, Ravines Open Space	8
Fig. #7	7 / Excerpt, Pg. 1, Green Mountain Village Filing #25	8
Fig. #8	8 / 1971-72 ravine crossings	9
Fig. #9	9 / Ravines Park Pedestrian Bridge Website	10
Fig. #I	10 / Ravines Park Website	11

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". ("Ravines Park") These parcels are situated in the N 1/2 Sec. 29 and the S 1/2 Sec. 20, T4S R69W, 6th 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"

¹ 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.

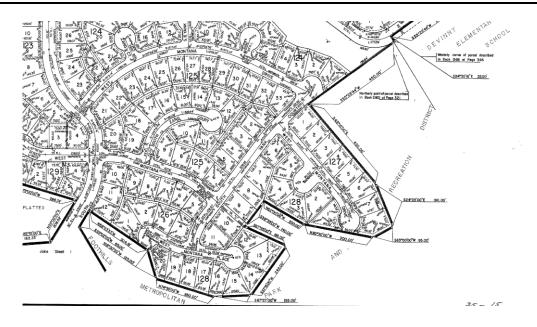


Fig. #2 / Excerpt, Pg. 2, Filing #25

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.

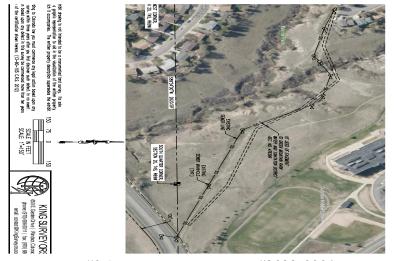


Fig. #3 / Excerpt, King Project #2022-0301

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°Q2'00" 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.

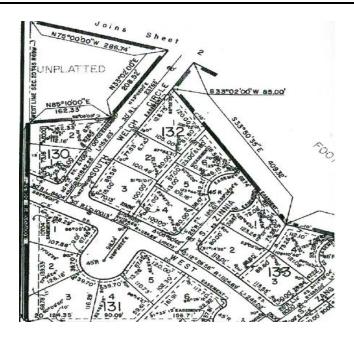


Fig. #4 / Excerpt, Pg. 1, Filing #25

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.

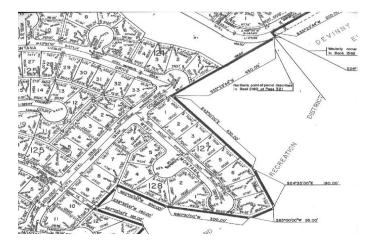


Fig. #5 / Excerpt, Pg. 2, Filing #25

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.

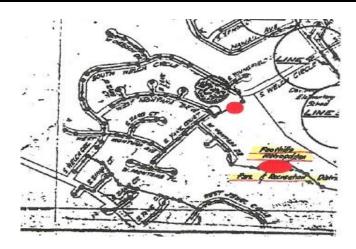


Fig. #8 / 1971-72 ravine crossings

On February 14, 1972, Foothills conveyed another easement to GMP which easement was located within the S 1/2 SW 1/4 of Sec. 20 and recorded under Rec. The easement was 20 ft. wide. The grantor retained joint use of the surface of the easement so long as it did not obstruct the grantee's use of the same. (Exhibit 9)

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 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 point; thence S 55°29′44″ W 442.38 feet to a point on the said Northeasterly line of Lot 1; thence N 43°10′00″ W 30.35 feet to the true point of beginning.

On February 12, 1975, having failed to develop a park, Foothills reconveyed Ravines Park to GMI. (**Exhibit 10**) The quit claim deed was recorded under Rec. #713591 and the legal description was identical to the original deed to Foothills. The deed #713591 does not contain any exclusions for pipelines, trestles or other "appurtenances" that had been installed either by Foothills or GMP relating to sewer and/or water lines. The specific language of this deed simply conveys the parcel *in toto*.

Review of public records at the Jefferson County Recorder reveals that Foothills and/or South JeffCo did not grant any other easements within Ravines Park in the period of Foothills' ownership of Ravines Park.

On February 13, 1975, GMI conveyed Ravines Park to Lakewood. (**Exhibit 11**) The legal description of the parcel remained identical to that shown in the deed from GMP. Here, as well, the deed does not contain any exclusions for pipelines, trestles or other appurtenances for water or sewer lines. The specific language of this deed simply conveys the real property "...with all its appurtenances and warrants(s) the title to the same, subject to reservations, restrictions,

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.² 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

² 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 crossinig 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 (10th 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 relevants factors which determine whether an article is a fixture to be treated as part of the realty); ACCORD: *Chambco v Urban Masonry Corporation* 647 A.2d. 1284, 1287 (Md.App. 1994); *Vieira Enterprises, Inc. v. City of East Palo Alto* 208 Cal.App.4th 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 pie 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

No.	<u>Date</u>	Description
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

1568 346 Reception No. 963634

JAMES P. McNALY Recorder.

3

211.196

nane

ï

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 FREDA G. 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;

to the said partles of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, ha ve 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 Colorada to with

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

(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 1080f 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 FREDA G. PETERSON,

partles of the first part, forthem 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 ha Ve 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,

BARRY MARKER

os co

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 part 1es of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part 1eS of the first part have hereunto set their hand S and seal S the day and year first above written.

mand b and sour b one day and year in se above with	recen.				
Signed, Sealed and Delivered in Presence of	W.	drug V reda L	Y. Pet	terras	ĒAĹ,
	all	ddy Lut S	R	lisa (SI	EAL)
		•		(SE	-
STATE OF COLORADO, County of	}ss.				r
The foregoing instrument was acknowledged before no. D. 19 63, by TEDDY PETERSON, ALBER	me this				nd
My commission expires Oct 20,	, 1963	3. Witness my	hand and of	fical seal.	7
TARAR		- I Will	Ty	Notary Public.	_

Reception No. 104(30)

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

County of Jefferson

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

(Fig) 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 part ies of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration

MERCHANICAL

of the first part in hand paid by the said party of the second part, the receipt whereof is to the said part ies hereby confessed and acknowledged, ha ve 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, of land, situate, lying and being in the or parcel all the following described

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 Parkway; thence S U-2U-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 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° of said book 1432 at rage 302 5 02-20-30" E. 397.79 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 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 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 Alamdea 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°29'4'" M. 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. 1202.16 feet to the point of beginning, said parcel contains 48.32 Acres.

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 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 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;

No. 995. Rev. '51-WARRANTY DEED-Long Form Individual to Corporation.
-Bradford-Robinson Pig. Co., Mfrp. Robinson's Legal Blanks, 1824-65 Street St., Denver, Colorado.
1.783 290

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; thence N 70 to 40" E. 250.00 feet to a point; 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°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 40.00 feet North 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" 67. 52. 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 appurt nances 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 domand whatsoever of the said part igs 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 coronal 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, burgain, sell and convey the same in manner and form aforesaid, and that the rame 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 291



















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 part ies of the first part shall and will WARRANT AND FOREVER DEFEND.

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

Signed, Sealed and Delivered in Presence of	(SEAL)
BOTT TO COMPANY TO A STATE OF THE STATE OF T	Whiteles Jet Der (SEAL)
***************************************	(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 CCIOC

, 196 2. Witness my hand and official scal.

Notary Public.



STATE OF STREETS ON STATE OF STREETS OF STRE

312 SJ97 20

1783 292

1.6-1520

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 CLORADO FILED IN MY DEFICE ON

FEE J 11 29 AH '70 2160 321

A parcel of land located in N½ of Section 29 and the S½ COUNTY CLEAK RECORDER Section 20, both in T48, R69W of the 6th P.M. and more particularly described as follows: Beginning at a point on the South line of said S½ 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 180.00 ft. to a point; thence N 72°43'14" W 560.00 ft. to a point; thence N 72°43'14" W 560.00 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 63°00'00" E 100.00 ft. to a point; thence S 62°00'00" E 200.00 ft. to a point; thence N 63°00'00" E 95.00 ft. to a point; thence S 62°00'00" E 200.00 ft. to a point; thence N 63°00'00" E 95.00 ft. to a point; thence S 62°30'00" E 140.00 ft. to a point; thence S 62°30'00" E 140.00 ft. to a point; thence S 62°30'00" E 140.00 ft. to a point; thence S 62°30'00" E 300.00 ft. to a point; thence N 63°00'00" E 95.00 ft. to a point; thence S 66°30'00" E 300.00 ft. to a point; thence S 60°30'00" E 300.00 ft. to a point; thence N 55°29'44" E 450.00 ft. to a point; thence S 60°30'00" E 300.00 ft. to a point; thence N 24°35'00" E 140.00 ft. to a point; thence S 50°30'00" E 300.00 ft. to a point; thence S 50°30'00" E 300.00 ft. to a point; thence S 50°30'00" E 500.00 ft. to a point; thence S 50°30'00" E 500.00 ft. to a point; thence S 50°30'00" E 500.00 ft. to a point; thence S 5 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.

Signed this 6th day of January, 1970.

GREEN MOUNTAIN, INC.

Smith, President

· I 0.001.50 FED-9片 5874 · • 0.001.50 T

H. L. Ophorne, Secretary MANUEL OF COLORADO

CULLINE

City and County of Denver)

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 & Green Mountain, Inc., a corporation.

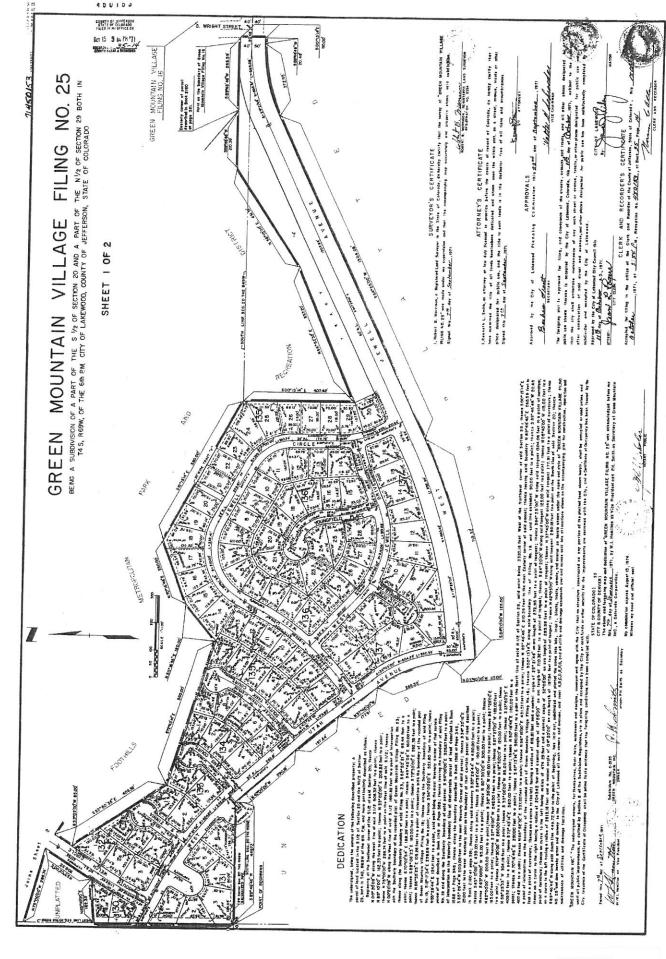
My communication expires: Human 12/970

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

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



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
						Total	8,293	0.190

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



FIND COMPARABLE SALES

Mass Appraisal Valuation Explanation

Tax Year	Actual Land	Actual Imp	Actual Total	Assessed Land	Assessed Imp	Assessed Total	Notice of
	Value	Value	Value	Value	Value	Value	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	Actual Imp	Actual Total	Assessed Land	Assessed Imp	Assessed Total	Notice of
	Value	Value	Value	Value	Value	Value	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		
		WEST METRO FIRE PROTECTION - G		TBD
		WEST METRO FIRE PROTECTION SUB		TBD
			Total Mill Levy	TBD
			•	TBD
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		
		URBAN DRAINAGE&FLOOD CONT DIST		0.1000
		WEST METRO FIRE PROTECTION - G		0.9000
		WEST METRO FIRE PROTECTION SUB		12.7530
			Total Mill Levy	0.6780
				92,2530

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	Location Factor Adjustments
				Open Area / Space	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

lmpr#	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

©2023 Assessor Property Records Search – Jefferson County, CO

Property Information

Home / PIN/Schedule Number / Property Information

Property Information

Sales

History

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

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



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
						Total	14,129	0.324

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



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

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		The same of
		WEST METRO FIRE PROTECTION - G		TBD
		WEST METRO FIRE PROTECTION SUB		TBD
			Total Mill Levy	TBD
				TBD
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		
		URBAN DRAINAGE&FLOOD CONT DIST		0.1000
		WEST METRO FIRE PROTECTION - G		0.9000
		WEST METRO FIRE PROTECTION SUB		12.7530
			Total Mill Levy	0.6780
				92.2530

Property Inventory

Neighborhood 3015 GREEN MOUNTAIN VILLAGE, ESTATES

Market Area

3 ResMA: Central Southeast Jeffco

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

	lmpr#	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

lmpr#	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

lmpr#	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

00 03.00 ~ 1 3 09299 5 9 8 1# CA 00 03.00 8 IL 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, T45, 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.

MAR 10 8 45 MM 72 REGORDED IN 2351 510 COUNTY CLERK & RECORDER

3

20

CO

PAGE 1.

(Continued on PAGE 2.)

REPORT EXHIBIT 7 This easement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest.

Dated at Labourna , colorado, this 10 day of January, 1972.

FOOTHILLS METROPOLITAN PARK AND RECREATION DISTRICT

BY Raburl Allegary

ATTEST:

ATTEST:

The foregoing instrument was acknowledged before me this 10 day of January, 1972 by

Witness my hand and official seal.

My commission expires: July 17, 1975

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:

RESPECTFULLY SUBMITTED:

Lester A. Willson

G. A. OWEN, Secretary

Ralph Swaim

Keith Kroneberger

Lewis Short

Jack McDowell

476398

DEED OF EASEMENT

STATE OF COLORADO
ILEO IN HY DEFICE ON
ILEO IN HY DEFICE ON
IN 10 8 45 AM 72
DORDED A 2351 505
UNITY CLERK & RECORDER

476398

2.18.1572

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 Sissified 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 Lapaurood, Colorado, this 14th day of February, 1972.

FOOTHILLS METROPOLITAN PARK AND RECREATION DISTRICT

By Thugh St. Bralley

ATTEST:

Secretary of Foothills

Approved:

not applicable.
Attorney

STATE OF COLORADO

) ss.

The foregoing instrument was acknowledged before me this 4th day of February, 1972 by

Witness my hand and official seal. My commission expires:

July 17, 1975

Ben y. Licene Notary Public REPORT EXHIBIT 9 Recorded 1

1975 JUN 1 1 PM 2: 48

Reception 74.3591

County of Selection State of C

Recorder's Stamp

2738

0.40 %

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

accorporation 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 DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

DEMINIMENT

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 acre Jefferson County, Colorado

State Documentary Fee

2738

see attached regal 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.

er engrepe come as enganeral en estados estados estados en estados en entre en estados en entre en entre en estados en entre e

IN WINESS 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.

STATE OF COLORADO,

County of Jefferson

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

The forediant and

Solut E. Jee

The Foothills Metropolitan Recreation and Park District,

My commission expires

Secretary.

The Foothills Secretary of Secre

No. 825. QUIT CLAIM DEED.—Corporation to Corporation.
—Bradford-Robinson Printing Company, 1824-46 Stout Street, Denver, Colorado

, 0 on

1975 JUN 11 PH 2: 48 Recorded at. Recorder Reception No. County of Jefferson State of Co. 713592 Recorded IN Recorder's Stamp GREEN MOUNTAIN, INC., a Colorado corporation whose address is 2360 West Second Avenue City and Denver and State of County 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 , whose address is 8715 West 16th Avenue, Lakewood Jefferson County of and State of Colorado County of Jefferson in the and State of Colorado, to-wit: A parcel of land located in N1/2 of Section 29 and the 81/2 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 250,000 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 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;

9.18.25

落實

SEE LEGAL DESCRIPTION ATTACHED HERETO 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
ATTEST: ATT	GREEN MOUNTAIN, INC. By: Hamilton, Vice President
STATE OF COLORADO	ss
County of	.)
The foregoing instrument was acknowled 19 , by My commission expires Witness my hand and official seal.	ged before me this day of
	Notary Public
STATE OF COLORADO City and County of Denver	ss
The foregoing instrument was acknowled 1975 by B. W. L. HAMILTON and G. R. NICHOLAS AND COMMISSION MOUNTAIN, INC. My commission expires January 2 Widness my hand and official seal.	as Vice President as Asst. Secretary of a corporation.
CCC COLOR	Carry Public Licenson
Satutory Deed with warrantles—solut tenancy (Section 118-1-13 and 118-2-1 Co Statutes 1953, as amended 1981). *If joint (enancy is not desired, strike the phrase between the asteriaks.	Orado Revised Deed form furnished by COLORADO TITLE OFFICE CHICAGO TITLE INSURANCE COMPANY 2738



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) 11.10.2000

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

08/27/2020 2:46 PM Title Report No.: F0682869-122-LF

855 5060

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^{th} 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, Sate 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

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

 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. <u>F1468134</u>.

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 ABSTRACTOR 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. 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 <ithamer47@gmail.com>

_akewood CORA

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 requestion 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 #49-20300-003 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
Mobile (303) 249-2093
www.greenmountainwater.org



REPORT EXHIBIT 14 Re_Public_Records_Request.zip 2145K

UNPLATTED A-2 25 30 ALAMEDA -0 [1] PLANNING AREA "C" PLANNING AREA --KEY MAP SCALE: I" # 4000" C-3 WEST UNPLATTED A-2 8-2 PLANNING 18 AREA GREEN MOUNTAIN VILLAGE .. 20 -8-3 -8-6 2 PLANNING PLANNING AREA "E" AREA FILING NO 29 FILING NO. 25 PLANNING AREA "A" A-I SNGLE FAMILY ATTACHED A-2 SIGNEFITARY SCHOOL A-4 PARK AND DRAINAGE TOTAL UNPLATTED PLANNING AREA "C" C-1 SHALE TANLY C-2 SHALE TANLY C-3 CHARRY C-4 COMMENTAL C-5 ELEMENTARY SCHOOL C-6 PARK AND GRANNEE LANNING AREA "B" B-: SHOLE FAMILY ATTACHES B-2 SHOLE FAMILY ATTACHES B-3 MULTIPLE FAMILY B-4 COMMERCIAL B-5 ELEMENTARY SOSOL B-7 PARK AND DRAININGS TO THE TO ANNING AREA "E" E-! COMMERCIAL E-2 MULTIPLE FAMILY D-3 QUASI-MUNICIPAL D-4 MULTIPLE FAMILY D-5 PARK AND DRAINAG ANNING AREA "D" D-1 COMMERCIAL D-2 CHURCH F-I CONSERVATION LEGEND B' ASPHALT BETELE PATH PLANNING AREA SOUNDARY A-2 GRAND AREA TOTAL FILING ACRES UNITS / ACRE 245 274 2 8 5 5 5 2 8 \$ 5 5 4 5 5 NO 24.5 24.5 7.0 7.0 7.0 DWELLING UNITS FILING 15 FILING 20 26 5098 34.8 1250 - 2 4 4 0 8 56 168 NO. UNPLATTED

HUTCHINSONS GREEN MOUNTAIN VILLAGE

A parcel of land located in the North one-half of Section 29, a part of Section 30, and a part of the North one-half of Section 31, all in T4S, R69W, of the 6th PM, and more porticularly described as follows,

LEGAL DESCRIPTION

A PLANNED DEVELOPMENT

BEING A PART OF THE NORTH ONE-HALF OF SECTION 29, A PART OF SECTION 30, AND A PART OF NORTH ONE-HALF OF SECTION 31, ALL IN T4S, R69W, OF THE 6th PM., CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO

Agrings by the City of Lokewood Planting Commission this AZPL day of Marke Enchair First 19.23

CITY OF LAKE WOOS This plan is approved and accepted subject to minor of Lakewood zoning and planning regulations

repted for filing in the office of the Clerk and Recorder of Jefferson 1923 ing stack depity 1 2 LETH 73 788488

BUILDERS RESEARCH AND ENGINEERING CO.

HUTCHINGONS GREEN MOUNTAIN VILLAGE P.D.

PART I. Devision limit was not importably, the simulate been important till no plated into sevent distinct which we not the adjacent Cream Normalia. The estimation of the adjacent Cream Normalia was not the adjacent Cream Normalia was not to be adjacent Cream Normalia was not to be adjacent Cream Normalia was not to the control of the control in other that development of this leave tray is maderials with incomplete and historical, may in company to the approved owners! I development obtains, sometiment of the approved owners! I development obtains, some years and it protected with the signs of everyleaves and other to year and it in the and of crow-street in the approved of the protection. The control of the protection of the approved of the protection of the p is suppose of this play is to provide, a sated wavely and as he designed and other execution to the conti-ments are by shared shoutest of design like plantary actuals connected which will be in harmony to be made in the reliability of the ten of the latter of the produce he replayithed of the ten of the reliability and photon-to-contents designed which were or mosel tradical traditions and designed or design data statute to the replayed by the verbiations of shalter than the work required by the verbiations of shalter than the It is satisfacted that elements down for will be required by the Jil. (appen of instances in this same of the first of the same of the sam Rach concretly or management entity shall provide perpetual reintenance of buildings, parking areas, drivenys, ladesquips, feating, traft zecorst, vallengs and utility and drinness commence orege for those improvements for which a public authority or utility company is semposaltie. The authorization of this Planned Development that be subject to the following: A Application for approval of with attrib featily attributed, relitefully used connected into any water government of the while and water government of the while is a factor of the moment in plan attributed, which was a remember for the plan attributed to the plan attributed attributed to the plan attributed to the plan attributed attrib The proposed Davaloguest must be designed to pro-duce an environment, of stable and destrable character not one of harmony with its warrounding tasksharmoni, and must provide standards of open aprea and areas for pathing adequate for the occupancy proposed. "One text or percet of lash involved next be either in engwenting at the medical of an opilication of involved by the source of either the property included and by the source of the text property of the percent of the involved in property of the percent of the reserved of percent of the percent of the separated with one of sort sort Type of surfaciny proposed for all wilds and
blacks and proposed to rectify or 41 proposed
which and proposed so a statement existing of the
built and tensor and a statement existing forth
the suched by which not wait a not mean shall
be suitable principle of prefer and gram papers.
It includes proposed or production of proton examination from the proposed or proton or proton examination.
It frequences consumed to gram papers.
It is bridge and the proposed or proposed or proton o A. A. Likel data and by properly service by area or necessary will be assumed as a specific controller. And the service will be assumed as a specific controller. And the service of the service will be active and affinition of the cond femously will active and affinition of the cond femously will be presented to be constructed and the service to be constructed adoptioned via the interpret. A for shall not present the service of the servic the All information shows on the prelimitary consulpance false.

A prelimatery indexcepts plant for the present information species, also present information species, also present information species, also present information of typical rendominal.

Pages are appreciated typical features.

Pages are appreciated prelimitary policial features.

And the superior prelimitary policial features.

And restoration feelilities, food a retained and presented feelilities, food a retained and restoration.

The superior proposed cuts to the information of the superior proposed cuts to the information of the superior present and the superior present an First to instance of balling permits in the commercia, alliformly and single family attached trans, a first handley and single family attached trans, a first handley family to the Financia family for the Financia family on and fully family continued in Section and fully family attached to Section, and film shall include at least the following ordinance, and plan shall include at least the following. All stipulations and requisitions set forth for the matter blammed Generalization for indianally and conserted it shows bell to bidding upon the applicants, their beins and assigns. Trach Disposal - Exterior Storage of trash will not be parmitted in any area except if storage is: Within park areas, no attucture, planting or other materials shall be placed which may dwage, inter-lete with, or may change the direction of flow of water through wald park land. who does with statem sold; we subvorw with an early does asked to see will be sheeted to the City of reasonable and constructed by the developer to the contract and constructed by the developer to the sold and apply. They fore wide largely state and a statement of the sold and they are the are they are the are they are they are they are they are they are the are they are the are they are the are they are they are they are the are they are the are the are they are the are the are the are they a in residential ness, no sign of my kind shall be luminosed on the man than five against sixty for dama describing the property for make or not kill be describing the property for make or not kill be morely destings used by a ballow to advectibe the courty destings used by a ballow to advectibe the morely destings used by a ballow to advect the the or be more than on the monator or lates than 60 or be more than one dama of the partit-stre was being described. samement for emprops and arrans of emergency webclast ball by dedicated an explaind by the City of charged anomals, and Table of way will be reserved on the emerging date of each filling our poles, when y jour, put for drawing, conduits for lighting, bestim, identifying year, telephone and other public or quasi-public mediumpond trilling secretion. All pedentries walks and open areas for the use of occupants of the proposed development and the public. Situated so as to not cause nuisances to adjacent property. Protected from dogs, cats, rodents, insects and wied. Placed in covered containers or covered storage boxes and placed underground or attrectively screened from view.

A case by title is study greated to the developer for a period of they were true to that and complement and incommon Green described titles Palaced tending studied point to be instituted out and a studies contained the studies of t

Allowable density will not exceed 3.5 dwelling units.

Minimum methacks of buildings from:

a. South Walch Street
b. Park Land
c. Unplatted Land to Bouth
c. Unplatted Land to Bouth
Uniform height of buildings
40 feet

Harimum stories - 3

One car per dwelling unit water cover and.

TAND AND DRAINAGE COORSES

Ches. area and additional repulsions presented with conform to those presented in R-IB Distinct of the City of takened Rosewood R

O Malaima digith of trook yaid for despitions are observed and solidates, and the solidates are received. And, the case of a collaborate stream, there is a collaborate with a collaborate stream, and the collaborate with a collaborate stream, and the collaborate are collaborated. Later stream and the collaborate are collaborated. So the collaborate stream, and the

Maximum height of structures shall not exceed 30 feet in beight.

Total construction and development of all single dually residential areas shall be completed within a five-most period from the date of final approval of the Planted Development.

SINGLE FAMILY ATTACHED IS ACCOUNT Allowable denaity will not extend 56 dwelling units or 7 units per gross acce for this oran.

E. Minimum square fockage in deplling unit - 900 aquare feet

One car per dwelling unit off street - no perking permitted within 20 feet of South Welch Street right of way.

the City of Labourd of the National to Later of Labourd of the National Later of Calmond of the National Later of Later of Labourd Only of School Later (1982), and the Later of Later

to the City of Lances will be desired by the developer power. This eract is designed as A-C was per-power. This eract is designed as A-C was per-power and the desired as A-C was per-power and the desired to the City of the

Minimum lot area will not be less than 7000 mquare feet; othinum lot width shall not be less than 60 feet at the building methace line energy that corner lots shall not be less than 80 feet sintums width at bailding methack line.

The wide or rear lot line of all single family realization into which mither aids or back rogarity the developer with a chain link type fence of all inches in heaght.

No permanent outh out access from individual lots for vehicular traffic will be permitted onto Yest, areal Avenue or South Welch Street within the singlifestly residential areas.

MAXIMUM Stories

One car per dwelling unit under cover and,

MULTIPLE FAMILY (12 Acres)

Adjacent school property - 10 feet Adjacent commercial property - 13 feet South Eldridge Street - 35 feet Bouth Walch Street - 35 feet

Notice listrations to be established at mimitation of Pina. Impliguent Pina. Implifying from single arouy to beas of a hi-rise target say be increasing plad within the area. 4th of the moned area is hardly restricted to open space which is exclusive of vehicular parking areas.

tinimum square footage in dwelling unit 700 square feet exclusive of patios, porches and eaves. etual maintenance of all facilities, landscap-greenhelts and walkeays will be provided by lopment entities.

No parament carb cut access from individual lots for weblooks traffic will be permitted anto west deval Avenue or South Webn Street and South Eldridge Street within the single family residential areas.

Total construction and development of all single family residential areas shall be completed within a five-year period from the date of final approval of the Planned Development.

SINGLE FAMILY ATTACKED (30 Acres) Allowable density will not exceed 210 dwelling units of 7 units per gross acre for this area.

b. West Jovell Avenue a. South Walch Street Minimum methacks of buildings from - 35 feet

c. South Eldridge Street - 35 feet
d. Park Land - 10 feet Maximum height of buildings - 40 feet Single Parily Adjacent Land - 20 feet

Minimum myuare footage in dwelling unit = 800 myuare feat

One can per dwelling unit off wirest. Wo park-ing permitted within 30 feet of the right of way lines of South Watch Screet, South Eldridge Street or Neet Jacoll Avenue.

Allowable density will not exceed led dwelling units or 12 units per gross acre for this ered. Minimum density of I units per acre may be permitted.

Kinlaum esthecks of building from

Adjacent airgle family property-20 feet

a. One car per dwelling unit under cover, and b. One car per dwelling unit off street. Minimum vehicle parking.

nning Area "B" - SIMULE TANLLY MENINGHAL (12) Acres)

A. Allowable density will not exceed 3.5 dwelling unit per gross acre or 448 dwelling units.

Owes, area and additional ampulations purmitted will condown to those permitted in 8-10 district of the City of Lakeson Ending (redunance No. 0-70-10) adopted on Ortzbert No. 1970, emerge as stipulated below.

The momed lot conditions of this area shall not restrict separate ownership of structures pro-viding all other conditions of these restrictions shall be compiled with.

MERCIAL (3 Acres)

Daes permitted will be oriented towards neighborhood services and shopping facilities

Minimum lot grew will not be less than 7000 square feets minimum had width shall not be less than 000 feet at the building setback line unough that contem look shall not be less than 80 feet minimum which at building setback line.

A Minham depth of front, pard for deallings and other and in buildings and the 25 feet expert that in case of a cul-dense street, less fronting exclusively onto the halb of the onl-dense any he horated at a minimum of 15 feet from the front to like, providing and the school of the building of a cul-dense street cont. however schools of the feet from the

of Lakewood has deed performed to the city of Lakewood has deed performed to the lakewood has the barrier of supplicate to the Control of the

f. The side or year for him of all kincle fully residential loss which eliber aides or bank to public past areas, seld not lime with he frices by the decalor with a chain link fence of 42 trobes in height.

Naximum height of ntructures shall not exceed 10 feet in height.

Commercial buildings shall be desagned and etyled no that the rear exercic shall be of naterial and architectural egyling competible with the remarked of the buildings. All roof-roomed mechanical epigenet shall be erequed and treated as an integral portion of the architectural styling of the buildings.

All electrical signs shall be of a non-flashing type and Handhake type and shall be Hanked solely for advertisement of occupants of the area

Naintenance of all architecture; landeeps, paved or walking areas shall be treated propertally by lowers, lowers; ball but the and seligat to inture proper maintenance and character of the erea. Farking lot lightles shall be controlled so that the direct limb tray enited "barefrom shall be reside to the perimeter limes of the area and not shim into my adjacent residential area. Razimum meight of parking lot lights shall be restricted to 25 feet.

The developer will exhibite alto planking, archi-bectural labbosping and severtising criteria to assure environmental integrity with other land uses in the development at the time of numerical and uses Tank Development Plane to the Official Development Plan of Green Mountain Village Addition.

A Package of Decrease of Land All Land American of the Children of Land American (Land American) and the Children of Land American (Land American) and the Land American (Land American)

A minimum of 15 mars of 12 mars of 12 mb will be described to the titled of the arm of titled of the arm of selected as the fore lands with the about Juggsess. The after a me william a by the about Juggsess for the after a mean of the after titled by the about Juggsess of the about about the part of the after titled provided on the about a marked and a mean a mean and a mean JUNIOR HIGH SCHOOL

A. As area of 4 sters will be describe by the developer to the cryot of Lateroad the park and for likes purposes. This was if destreased a bar on the Standard consequence and till be an or the Standard consequence and till be contributed by the developer of the Standard Contributed by the developer of developers of the standard Lifted by the developers of the standard Contribute on the standard contribute of development of the standard Contributed by the development of the standard Contributed Standard Standard Contributed Stand

VILLAGE

MOUNTAIN

HUTCHINSONS

GREEN

PLANNED

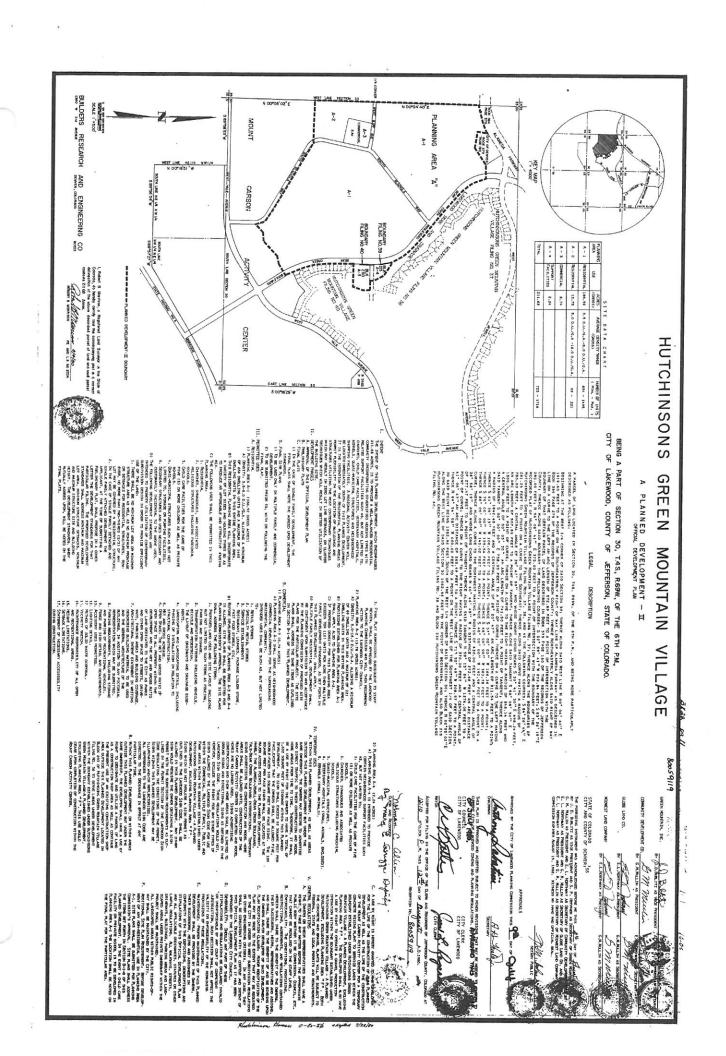
DEVELOPMENT

SHEET ZOF 3

05570

HUTCHINSONS GREEN MOUNTAIN VILLAGE P.D.

				-			
HUTCHINSONS	A. One out put dealing unit make cover, and b. One cat put dealing unit of areas. C. Extends pointing for representated validation making and scaling valid beginning for the open of the scale of the scaling particle special conscious of the sea bill to: The of making and the scaling validation of these constitutes for the scale of these constitutes of the scale bill to: The scale of the scaling validation of these constitutes for the scale of these constitutes of the scale bill to:	C. Deject limitation to be established at size a station of Fault benefits that a station of Fault benefits than Satisface from winds compto token of Alersan action and the state action and the state action and the state action action is shown to be stated to the same space and the late scalars of extent of the state action partial state. Publishes severe (consept to destrict mile - 70) require feet scalars of patient, perchas and compare, comments of all facilities, lands by destrictions actions. To represent antenname of all facilities, lands by destrictions actions.	are feet the facility are feet to great a per sense may be process 10 feet 2 feet 2 feet 2 feet 3 feet 10 feet 11 feet 11 feet 12 feet 13 feet	A skipent skeple make - 20 feet A skipent pack hand - 20 feet A skipent pack hand - 20 feet C samenn benker to buildage - 40 feet D skamen benker	11 lots or West to Wes	Distribute depth of transpared for dearlings and observation challenges with the forest except that came of a said-depase extract, lost foresting in came of a said-depase extract, lost foresting in located at a said-man of 15 last forest that the located at a said-man of 15 last forest that came is largest excluded as as located as an advanced at 15 last foresting on 15 last foresting on 15 last last last foresting on 15 last last last foresting on 15 last last last last last last last last	Placeling Acts "C" C-L. DIRECT PRINT PRINTIPLE, (100 Access) A. Allowskie density will not mered 1.5 Architory and to per great care of 6.6 Architory statistics previous B. Mees, area and delithroal regulations previous del theories on to mee previous in E-3 Martinet del theories on temperature in E-3 Martinet del theories on temperature in E-3 Martinet del theories of theories of theories in E-3 Martinet del theories of theories of theories in E-3 Martinet C. Martinet area will not be used than 7000 species over a time had not be into that of the throw course into Mail not be into that of the throws out the third of probabilities.
GREEN	C. All detected signs shall be of a conclusion of the post leadance by me and shall be a lating as the post of the pre- press of a teneration of decaparts of the pre- press of a teneration of the post of the pre- region to that the two seconds while he of region to that the two seconds while he of seconds and another than the present of seconds and the press of the meladance of the second of tenedate of the meladance All record- and teneds are an integral portion of tenedate tenedate that the principal portion of the second second styling of the building.	crifts shall presult fits retains, feature invitates, of man, dozen and many heart fits retains, on man, dozen and many heart fits dutation of the control o	additioned to the City at the oil platter for the additioned by the develop at the oil platter for the cathering the develope described that the co- activated by the develope desired the normal course of development of the state. Financia Kan 'P' 190 Actual D> Commercia Commercia (Section) A. The special intent to the development of this state value begins at its errors committy partition A that beyond ingless at its errors committy partition and begins at the commercial the- state would be special to be of the actual Anticommunity service area for the benefit of the public in addition to these inter apportation due to public in addition to these inter apportation area.	~ "	of the tree and and this frie or places. If the tree are and and this frie or places, the control before of parts in the control before of parts. It is blockware of the control before the control before the control of the control of the control of the control of the control before the control before the control before the control before the control of the contro	easas too request rains. C. All activital tends of a conclusion type and instrument type and shall be I hinded type and instrument of companies of the same of th	COMMUNICATION ACCORDING TO COMMUNICATION OF A COMMU
MOUNTAIN	A. All adventions along about conduct to the City of the historic into therefore any particulation the historic may particulate the particulation and the confidence of the conduction of the co	Def. Name and containing: In the term of it between the bootest by the developer point. This work is destipated at the first on the property of the point. This work is destipated at the first of the point of the point. Placed foreignment and will be dedicated to the other section of the point. Placed foreignment of the point of the point of the point. Placed foreignment (15 Acres) A. All latest and repetition promitted will contain to those in Collegement in the District) tray of the first of the first of the point.	inche at my line of tended, a deep of the Eddings of the Paris of the proposed Morizon. The model of conditions of this era shall not result in the proposed Morizon. The model of conditions of this era shall not result in the proposed Morizon of the proposed Morizon of the proposed Morizon of the pr	Property indicators of til feetilists indi- eroping, resemblis and values will be provided by development entities. F. Hilden widelts partieg: a. One car per dealling with under overs, and b. One car per dealling with under overs, and b. One car per dealling with under overs, and c. Streams grating for recent that "action realls and boats, neapon, another shadels realls and of trains will as periods, really and trains will as periods, really and trains will as periods. Jean in Dealling that no No ordered by her periods leaning that the trains of the control trains of the contro	A Addama of) active per ere my in allowed. A Malmen selected of balding from that Nat. A Manner, proposed Section field at seas any active to be proposed Section field at seas any active to be proposed Section field and seas and seas and the section and sea in the active per seas and seas a seas and seas a season act as	G. The developer will redeally the planting, continents in indecaping and electricity continents in indecaping and electricity. With that I had seen in the mental intent of the time of sections of I had foreigneed. I have been also that I revolupeed. I had also packing will be position within 30 see a feature within 100 seen as the position of the packing will be position within 30 seen as the packing will be position within 30 seen as the proposed sections and the packing of the packing will be present on proposed sections out. Def. Mailmonth & deality will not exceed 1100 living the A. Allowalls deality will not exceed 1100 living	I distance exchange of partitions from eddepost access to the events found table for the excess found table for the excess to the excess found table for the excess found to the excess f
VILLAGE	agrees to ensuit to the city of Liamond a final breviouse the city of the city of Liamond as for the continue that it of the city of continue of the Lamanda continue of the city of continue of the continues, said plan shall include as least the fallowing.	To the event that of bonding how "I' is not exquired for the control of the contr	man this of Batchings Green beneath. The based No. conditions of that are shall on static or pasts meaningly of armytems pro- static or pasts meaningly of armytems pro- static or major and the static are shall be applied with. Pattern or the static or the static are still be applied by the copys of Englasse; in organizing with the pro- static past of Englasse; in organizing with the great organization with the common content of the static and the Common Content or the static and the Common Content or the static and the Common Content or the static and the School Responses on the Static Content or the Static	a regressive of partial, permat not award. In regress in the removation of all fellities; load-request, removation and the provided by accompany carties. F. Ediness would a partially A. One car per dealing unit under cores, and b. One car per dealing unit of reveal. C. Entered partially unit of reveal. C. Entered partially unit of reveal. C. Entered partially of recentional validation and at sects, temperature contents and at sects, temperature contents are all the provided partial indication and data of the to be dealers of realizers of collection partial partially permanent plant on the official partially permanent plant on the official partially permanent plants on the official partially permanent plants on the official partially.	A. Minimum exclused th facilitation abull have a. Bookh which invest — 35 feet b. Majorent Communication Frequency — 15 feet c. Adjacent Communication Frequency — 15 feet d. Adjacent Communication Communication d. Adjacent Communication Decaded Property — 15	the course, leaves, that hake not assign to true; proper sciences and describe of the course proper sciences are and describe of the course proper sciences and the planting, well-against in the described course in the course described course in the time of the described course in the described	E. Commercial buildings shall be desirated and rely into the the new contract shall be not warried and so that the new contract shall be not warried and so that the new contract shall be presented by the particular shall be represented and traced as an applicate shall be represented and traced as an application of the sentimental shall be the particular liber of the area and the sentimental shall be particular liber of the area and the sentimental shall be particular liber of the area and the sentimental shall be particular liber of the area and the sentimental shall be particular liber of the area and the sentimental shall be particular liber of the area and the sentimental shall be particular liber of the area and the sentimental shall be particular to the sentimental shall be particul
Þ						** * * * *	
PLANNED					balling (nowes, exhains of pathing areas and induced forces. The pages published that are of 41 pages to published the second of 12 pages to the sec	return, it toy, and trish notices ores. In polarities with an edge error for he and of companies of the proposed foreignment and the politic. The politic is a continuity proposed for all white and diverse; the continuity proposed for all white and diverse and a content section of all proposed which power with politic proposed of section and forces and a content section for the politic politic proposed and maleutation. In proposed and maleutation of the politic po	A prelitatory instancying plan for the measurement indicated species, state and placeing recent process of the present present process of the present process of the proces
DEVELOPMENT					er areas er de la constante en la constante en	for the lignment that the lignment that and the most mail to propose the lignment that light light lignment that light l	edili
						1	7



HUTCHINSONS GREEN MOUNTAIN VILLAGE OFFICIAL DEVELOPMENT PLAN III

OBP 136 65 Pa 60 Ker #91095671 10/16/91 13:20

County of Sylphoon State of Isbrado \$ 10.00

RECORDING DATE 10/16/91 RECEPTION NO. 9/09-567/

O.D.P. BOOK 65 PAGE 60

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

PARCEL OF LAND LOCATED IN THE RW 1/4 SW 1/4 OF SECTION 30, 4 S., R.69 M., OT THE 6TH P.K. AND HORE PARTICULARLY DESCRIPED

SIRKING AT THE MEST 1/4 CORMER OF SAID SECTION 30. THENCE 58' 58" E ALONG THE NORTH LISE OF SAID RM 1/4 SK 1/4



PRESIMINARY HAPS OF CAGO PARCES.

2) STABLARIS NOT REQUIATED BY THIS REVISION ON THE EXIGENCE PLANNED DEVELOPMENT 13 SHALL BE AGREED UPON AND NOTED BY FLATS.

PLANNING AREA A-1 (6.57 GROSS ACRES)

PLANBING AREA A-1: 6500 SQUARE FEET
 PLANBING AREA A-2: 6000 SQUARE FEET

2) SIDE, A TERMEN OF LETTE (1) PATE RETWEN ANALYSING STRUCTURE
U.S. SAME ALCO A MUTHING PATE ACT (2) FEET RETWEN
ANALYSING PROF OFFERNACH STRUCTURE WALLING STRUCTURE
THREE (1) FEET RETWEND STRUCTURE WALL AND RODREST OF

FOR ACCUSORY PROTABLES.

1) LETISTET: 3.1 LUZ/GR, ALLOWING A MAXIMUM OF 20 DMELLING UNITS 6 UNITA MORTH OF MEST ILLEF AVENUE 14 UNITS SOUTH OF MEST ILLEF AVENUE

PLENDING AREA A 2 (27.16 GROSS ACRES) PERSITY: 2.7-5.0 DU/GK ALLOSING FOR A HINIMON OF 60 EU AND A PAXIMON OF 110 EU.

PLANNING AREAS A-1 AND A-2

SECONDARY AND ACCESSORY DUILDINGS AND USER CUSTOWARTLY INCIDENTAL TO THE ABOVE USE.

 HINIMUM OF 3D FEET OF FRONT PROPERTY LINE MIEN LCT 45 ON A CUL-DE-SAC OR EXERGIN. HOT LESS TRAN 60 FEET AT HIMMUN FRONT SET BACK LINE.

.) FRONT: A MINIMUM OF THEMTY (20) FEEL FROM THE BACK OF THE FUNDATION.

THE ACT: SUME STREET SETUNCES A NUMBER OF THEMY (SO) FRAME FROM THE BREED FUT THE THIRLY MAKE TO THE CHROMATION OF THE PRINCIPAL STRUCTURE. OF THE THIRLY STRUCTURE OF THE THIRLY STRUCTURE STRUCTURE SOURCES OF THE THIRLY THE AVENAGE STRUCKS OF THE THIRLY THE AVENAGE STRUCKS OF THE THIRLY THE AVENAGE STRUCKS.

THERE SHALL WE A MINIMUM OF THENTY (20) FREE CHAMPANIE DETRIERS THE PARK PROPOSITY LITE AND THE MOST OFFRHANC OF THE PARK 1961 STRUCTUME OR NYE ADDITION TO THE PRESCIPAL STRUCTUME.

LEGEND:

STRUCTURE AND 16 FEET

1) A HINTEDS OF THE ERGLISSED PARKING STACES AND THE UNEXCENSION PARKING SPACES "MAIAL HE PROVIDED FOR EACH HOUSE.

THE HYER WY THIS MENISON MOND AS ENTERHANCE DREAM HOWELD, WILLIAM OF OFFICE, WE WELLENDER, WHILLIAM OF ORWERT THE MENISON OF EXISTING WELGHOMOTHODO CONSUMENTATION OF THE WELLENDER OF THE WELLEN

ACLES TO NOTICE AND ACCURATE AND ACCURATE OF ACCURATE ACCURATE OF ACCURATE OF

SHOWED THIS 9th DAY OF DUFFIELD ELOCK 230 HUTCHINSONS GREEN HOUNTAIN VILLAGE FILING NO. 40; Contains 4.10 Acres

AIN VILLAGE FILING NO. 38,Contains 2.47 Acres

DICHMSON BUILDING CORPORATION FOLLOWARD CORPORATION

STATE OF COLORADO SS BY ON MILLEY AS PRESIDENT ANY OF ANY OF THE PROPERTY OF THE PR

ADOVE SOCIATURES OF OWNERSURE FOR HUTCHINGOUS CREEK MOONTAIN-HILLING CHEFFICI RECOMMENT FLAM III MASS ACHROWEDGED RECOVER SE THIS TOP THE RECOVERY FOR THE CONTROL OF THE PROPERTY AND CLE MARRAY AS SECRETARY OF THE RECOVERY OF THE PROPERTY KOTARY PUBLIC

APPROVALS

Oness /3/W pt.

APPROVED BY THE CITY OF LAKEWOOD PLANKING COMMISSION ON THIS 24TH DAY OF JOSY

APPROVED BY THE CITY OF LAKEWOOD CITY COUNCIL ON THIS 26" DAY OF August Elaine Fifting

Bredly Broken

CITY CLERK

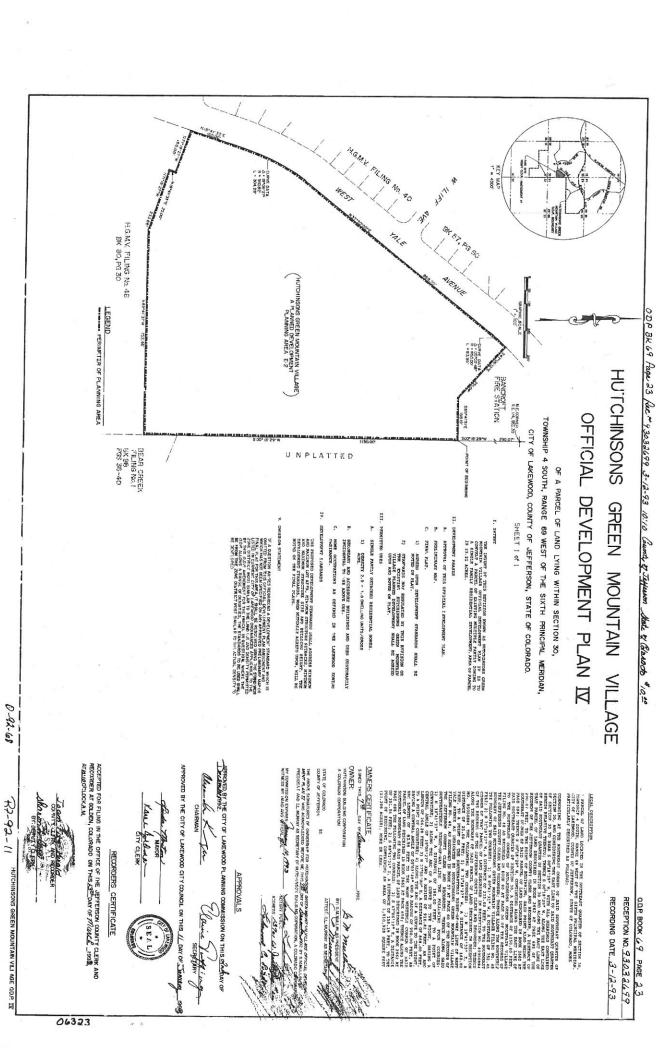
RECORDER'S CERTIFICATE

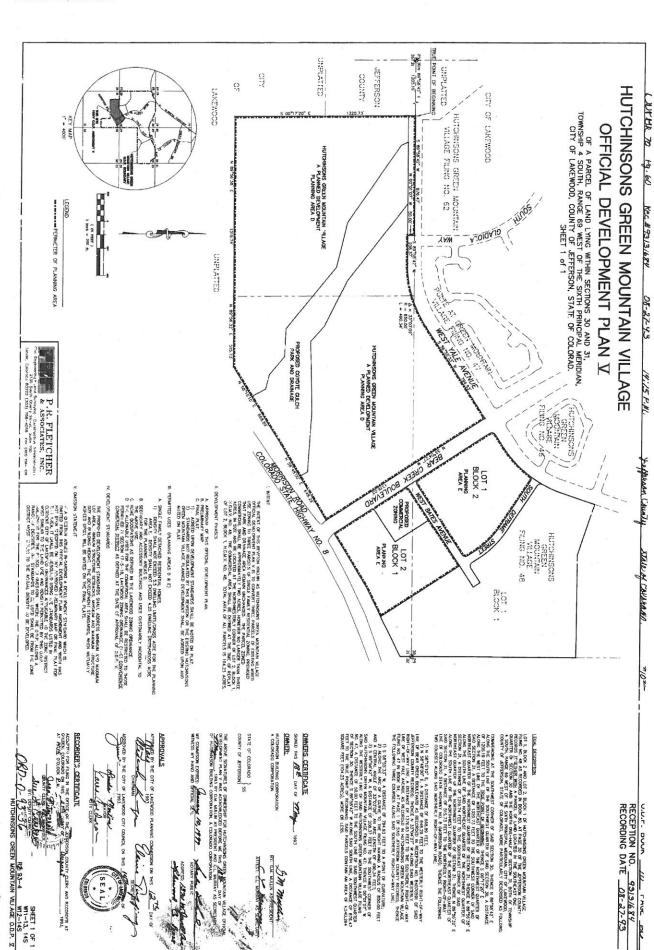
ACCEPTED FOR FILING IN THE OFFICE OF THE JEFFERSON COUNTY CLERK AND RECORDER AT GOLDEN, COLORADO ON THIS MEDIAY OF ORTHOGOLOGY, 1991





HUTCHINSONS GREEN MOUNTAIN VILLAGE ODP III 91-42 W 11812 - 12 & 13 S

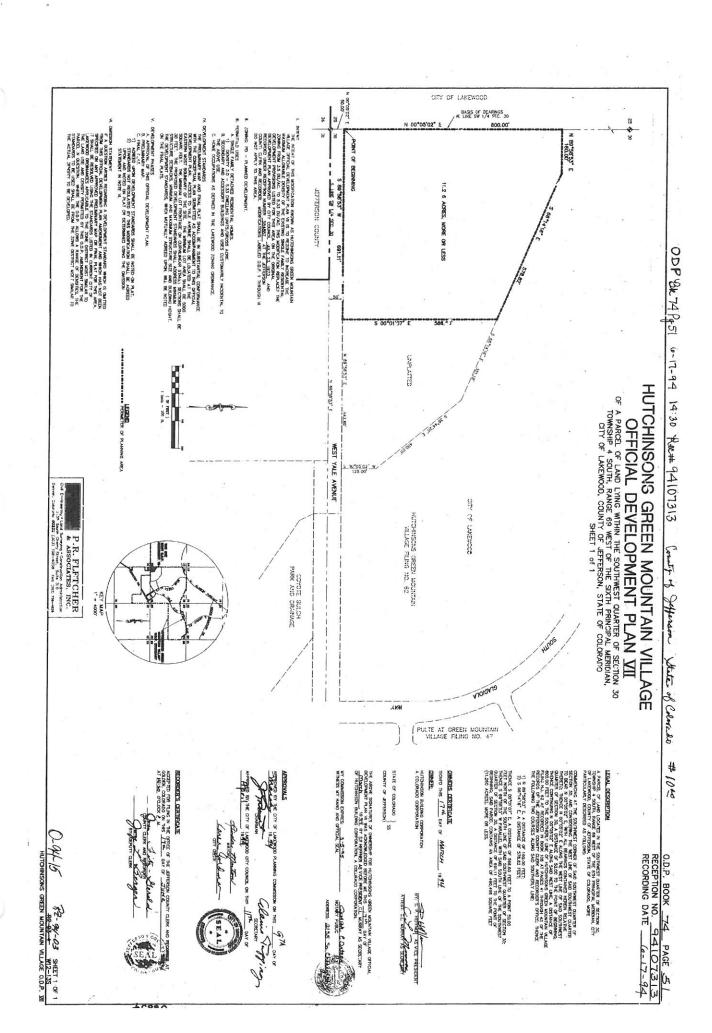




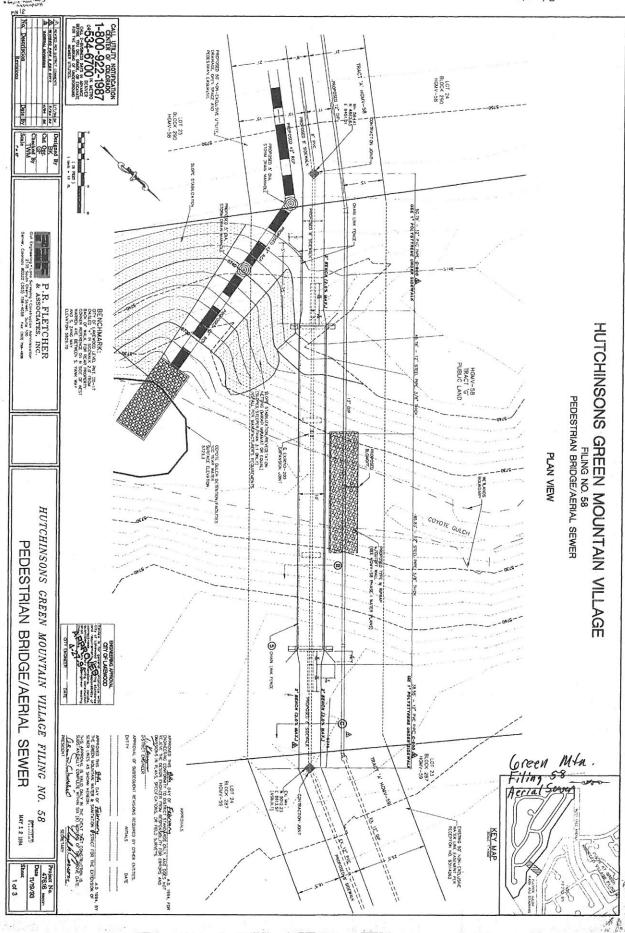
HUTCHINSONS GREEN MOUNTAIN VILLAGE O.D.P. VI

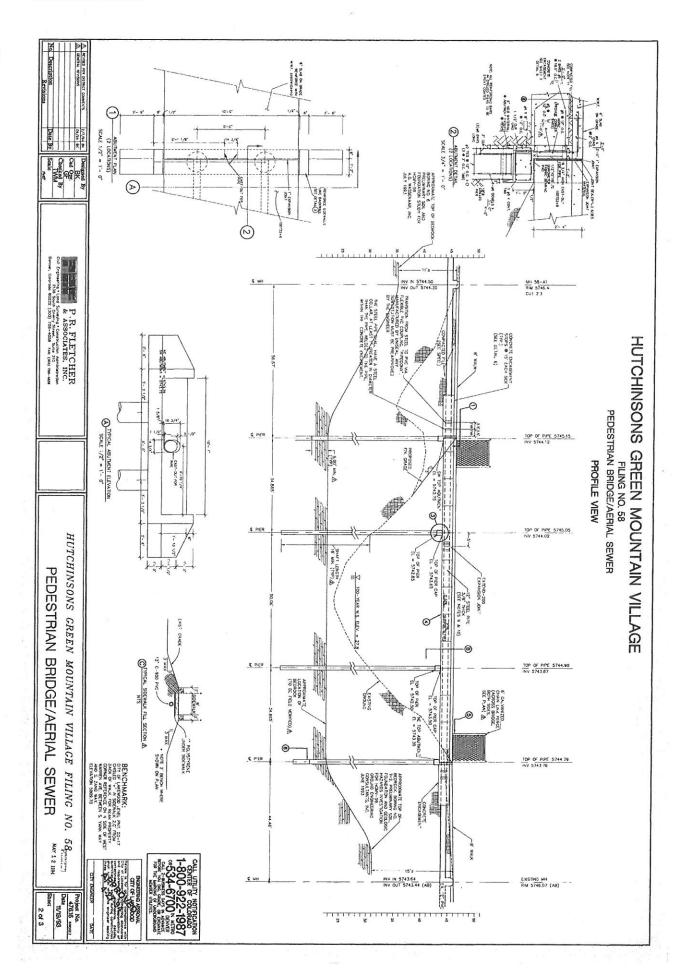
06742

O.D.P. BOOK 72 PAGE 23



The state of the s





4A P.PE SUPPORT DETAIL
TO MAXIMUM SPACING
SCALE N.TS CASO TO SECUCION (NEST DE CHOSTO NOS CHOSTO 4 PIPE SUPPORT DETAIL
10 MAXIMUM SPACING
N.T.S. REFER TO COOT & 607-25 SCALE 3/4" = 1"- 0" SOUT WORS D. S. (3) 1/2's \$2 62.15 (3) 100773-8 MARIA BEACH BOLT (1500) CHE IN TENSON) RESTALLO CHEMIC THAN THE MARIA ACTUMENT, (Lat.) John Things NY (Lat.) NOON SEE A Designed By
BK
Cad Oper.
Checked By
TWM
Scale
Ache GRINNELL 171 STAINLESS STEEL ADJUSTABLE PIPE ROLL SUPPORT OR EQUIVALENT OF STANCESS STEEL (S.S.) (III) ATTACHMENT DETAIL ATTO MAN AND ACK Latt part (1) con CONCRETE ENCASEMENT DETAIL P.R. FLETCHER

& ASSOCIATES, INC.

Col Enghange: Land Servely(c) Construction Administration
TINS Servely Construction Administration
TINS Servel Construction Administration
Convert, Coursele R0227 (201) 758-4058 rax (201) 754-4488 SCALE 1/2" - 1'- 0" P END SECTIONS DILY Na G . Est HONSILA MOCION 40 NOTES TO COOT M 607-2 (TASIGAT) SCALE 1/2" - 1'- 0" BITPICAL PIER EMBEDMENT MACHINE BAR DETAL MACHINE ARTIVA POINTS ARTONIO DE DISCUMPRINCE TOP, BOTTOM, AND UD-ARDRIT TOP, BOTTOM, AND UD-ARDRIT NO X CHES AT 12" O.C. A BOTTOM <u>@</u> 3/6 HUTCHINSONS GREEN MOUNTAIN VILLAGE FILING NO. 58 PEDESTRIAN BRIDGE/AERIAL SEWER DETAILS A Corportie
A Mal controlled and list modes with stoke displayable, and
analysis to illustrate professional statistics of the controlled and the professional statistics of the controlled and the controlled and the controlled and the controlled analysis of the controlled and the controlled analysis of the controlled BRIDGE NOTES A Faundations:

A Sol data was taken from recommendations set forth in Judy 18th June operation common control contr The first of white the control of th Design Standards: A. Uniform Building Code 1988 Edition B. ACI Building Code 518-99 C. AISC Manual of Steel Construction of Concrete Protection for Reinforcement (unless otherwise voted): Let of making continuous and states against all agreements of the continuous and states and place shall be composited unward functions and place STA early, composited in 12 "fife, not stead to upward by a gentlethick on epiteme". Suitability takes and composition results to be suppressed by the states of the composition and the suitability sales and composition results to be suppressed by distinct engineer. Suc and results submitted states or express. over-stream or chipped. The adding of connection for all precent has adding of connections for all precent administration for the connection and the AMS DIA. All addeds which have referred of possing the AMS Streams Qualification Texts.

As seen plates and connections must be content with a line rich themic point. ited piers shall penetrate a minimum of 6 teet befrack. Hed piers shall have a minimum length of 16 of drilled piers may be required. See sols um drilled pier side shear for langth of ation into bedrock used in design is 1.5 ast, odulus used in lateral lood design is 10 tof for crete poured in forms out exposed to weather or struction ASD 9th Edition 10. See Copies Bys "semants):

A Extract Phis service of this play would be observed and primers in the years, in accordance with the primers in the years, in accordance 11, 22 and sedded accessed with the coded of collaboration accessed with the coded of a Collaboration accessed with the particle of the paper select B Interior — The Mindey of the writer plane make it is described.

Or Mindey of the present of the mindey of the M The expecting plant sets her or EX-TION 2000, de investigatived by Elisik AROX SLEEV, RIC. There is sold in an absolution with the control of the plant should be included as independ from the factory with 50% expension and 50% controllers. Since the joint has the apposity for four includes of factor investment, the 50% planting all confusions controllers that factor solds in "X" expenses of the 30% expensions of the investment of the 50%. The detail for the objectoris pipe rell support is a representation of the type of such deplets, the installed project that the artifaction that the second or prefer outling that the decal shown, and captored by the engineer prior to purchase. The state corrier pice award for mill play probe. B., with to JAP will have seen a few pick are larged from Pice and or sections such that in more them four field pinks are required other them the supersion pink connections. At 4rd plays the set fillings pinks. The state pine shall be used continuously from 3 Seminal count properties. The state to DAY consideration which is sufficiently a state of the pinks and the players are 7-better to 10 states. All PAP pinks and the states of the pinks are states and the players. P'er drilling shall be inspected by a solls engineer. Three (3) test cylinders per trubblood of concrets shell be loken by on independent tresting observory to be broken 7; 14, and 28 days with results being submitted to the Owner and the Engineer. Chamfer all exposed concrete corners 3/4". MAY 1 2 1994 BENCHMARK:
OTY OF LYCENOR LINE, PNT. 20-17
OTY OF LYCENOR LINE, PNT. 20-17
OTHER TO LYCENOR READ PROPERTY
OTHER REPERTIES ON IN SIDE OF WEST
WHIREN AND, REPERTY
LINE WAY,
AND S JANG WAY,
LEEWINDS MONTO. CENTER OF COLUMNO CENTER OF COLUMNO CO Project No.
476.16 mounts
Date
11/19/93 3 OF 3